



DEVELOPMENT AUTHORITY MEETING SEPTEMBER 30, 2025

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. STATEMENT OF PURPOSE

The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Minutes from the Meeting of September 2, 2025

B. Financial Management Report as of July 31, 2025

6. NEW BUSINESS

A. SWVP Alpharetta LLC Land Release (Continuum Project)

B. Alpha Loop Foundation Memorandum of Understanding (2025 Lights on the Loop)

7. PARTNER UPDATE

A. City of Alpharetta Economic Development

8. DISCUSSION

9. ADJOURNMENT



STAFF REPORT

Department: Economic Development

Submitted By: Lauren Shapiro

Meeting Date: September 30, 2025

AGENDA ITEM:

Minutes from the Meeting of September 2, 2025

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the Development Authority meeting minutes from the meeting of September 2, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Lauren Shapiro, City Clerk, prepared a synopsis of the pertinent information that occurred during the September 2, 2025 Development Authority Meeting.

ALTERNATIVES:

ATTACHMENTS:

1. DA Minutes 9.2.2025



DEVELOPMENT AUTHORITY
SEPTEMBER 2, 2025
UNOFFICIAL MINUTES
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 6:00 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta Development Authority proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Chairman Nugent called the meeting to order at 6:02 p.m.

2. ROLL CALL

• Authority Members Present

- Jack Nugent, Chair
- Shawn Allen, Secretary-Treasurer
- David Chatham
- John Goss
- Dan Mitnick
- Morgan Smith

• Authority Members Absent

- Morgan Smith

• Staff

- Melissa Tracy, City Attorney
- Charlie Jewell, Director of Economic Development
- Lauren Shapiro, City Clerk
- Mandy York, Economic Development Marketing Coordinator

3. STATEMENT OF PURPOSE

- Chairman Nugent announced the Development Authority's Statement of Purpose.
- The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

4. PUBLIC COMMENT

- There were no public comments.

5. CONSENT AGENDA

A. Approval of Minutes from the Special Called Meeting on July 22, 2025

B. Financial Management Report as of June 30, 2025

- ❖ Secretary-Treasurer Allen offered a motion to approve the Consent Agenda.
 - Authority Member Chatham seconded the motion.
 - The motion was approved unanimously (6-0).

6. NEW BUSINESS

A. Bond Resolution for Equifax, Inc.

- Director of Economic Development, Charlie Jewell, came forward to present this item.
- Staff is recommending that the Development Authority to adopt a bond resolution for Equifax, Inc. in an amount not to exceed \$37,000,000 and authorize the Chair to execute all necessary documents.
- The Alpharetta Development Authority approved a bond inducement resolution at its meeting on May 6, 2025, declaring the Authority's preliminary intention to issue taxable revenue bonds in the amount not to exceed \$37,000,000 for the project. Approval of the bond resolution would authorize the chair to execute all necessary documents related to that issuance.
- Equifax, Inc. is proposing an expansion of its campus in the City of Alpharetta, located at 1505 Windward Concourse, Alpharetta, GA 30005 (Equifax Inc. Project). The company would renovate the third floor of the JW1 building to repurpose it from a data center into a workspace for its Corporate Technology Team. The project would create 244 new jobs with an average annual salary of \$150,000 and include a \$25 million capital investment in real property improvements and new furniture, fixtures, and equipment.
- Equifax will subdivide the existing 17.14-acre property into two parcels, with one subdivided parcel of approximately 9 acres including the to-be-renovated building (Tract 1), and the second parcel of approximately 8.14 acres including the JW2 Building and adjoining parking deck (Tract 2). Only the real property in Tract 1 would be subject to the bond resolution which has an estimated value, with improvements, of \$37,000,000.
- The project is competitive, with locations outside the City of Alpharetta considered. Given the significant construction build-out costs at the Alpharetta campus, the revenue bond issuance and subsequent tax incentive will play a critical role in the location decision.

- ❖ Secretary-Treasurer Allen offered a motion to approve the Bond Resolution for Equifax and to authorize the execution of all necessary documents.
 - Authority Member Smith seconded the motion.
 - The motion was approved unanimously (6-0).

7. WORK SESSION

A. Lights on the Loop Funding Request

- Director of Economic Development, Charlie Jewell, came forward to introduce this work session item and introduced Foundation Board Member, Karen Richard to present this item.
- Mrs. Richard provided an update on progress of the foundation in terms of social events, community involvement, and fundraising and shared the plans for the 2025 Lights on the Loop and compared with the success of the event in 2024.
- Currently, the foundation has raised \$98,104 and currently raised \$76,000 for Lights on the Loop.
- Since March, the Foundation has added a new board member, Donna Dodson (downtown Alpharetta resident).
- Two enhancements have been added to the Alpha Loop, including two bridge murals curated by Alice Stone Collins near Thompson Street (entitled: "Dusk to Dawn" and "Ripple").
- For this year's Lights on the Loop event, they are looking to have three different theme weekends. Additionally, there are several sponsorship opportunities up to \$20,000+.
- If the Development Authority were to sponsor this event, it would be a great opportunity to spur activity with businesses on the loop.

DEVELOPMENT AUTHORITY DISCUSSION:

- Secretary-Treasurer Allen asked if the cost would be \$150,000 each year and asked about tying the funding to a permanent improvement for the Alpha Loop, like providing funding for the permanent power installation along the Alpha Loop. Additionally, he thinks that the loop is an incredible thing and an asset to the business community.
 - Mrs. Richard explained that about 40% is start-up costs (mainly adding permanent power on the loop).
- Chairman Nugent asked if the Foundation would own or lease the lighting, daily usage count of Alpha Loop users, marketing plan and post cards,
 - Mrs. Richard explained that it is a lease for the lighting and Recreation and Parks plans to install counters on the Alpha Loop.

- Authority Member Chatham asked what the Foundation is asking for in terms of a sponsorship and also asked Director Jewell how much funding the Authority has in unallocated, and that this could be a great way to promote economic development.
 - Mrs. Richard explained that they are requesting \$20,000.
 - Director Jewell shared that there is \$260,087.00 in unallocated.
- Authority Member Mitnick asked what other things the Development Authority could spend the unallocated funds on.
- The authority gave direction to the City Attorney to draft a Memorandum of Understanding between the Development Authority and the Alpha Loop Foundation for a \$20,000 sponsorship to be considered at a future meeting.

8. PARTNER UPDATE

A. City Department of Economic Development

- Director of Economic Development, Charlie Jewell, came forward to provide an update on the branding plan for the City of Alpharetta/Economic Development. The presentation is attached hereto as "Exhibit A."

9. DISCUSSION

- There was no discussion.

10. ADJOURNMENT

- With there being no further items to consider or discuss Chairman Nugent adjourned the meeting at 7:11 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A

Connected Alpharetta

BRANDING GUIDE



Brand Name

Connected Alpharetta

Brand Purpose

Connected Alpharetta is a strategic marketing initiative led by the City of Alpharetta's Economic Development Department to promote Alpharetta as the premier location for business and top talent.

Tagline

Georgia's Connected City

Brand Logo

Our logo represents the visual foundation of the Connected Alpharetta brand. To maintain their integrity, always follow established guidelines for size, spacing, and color. Avoid unauthorized modifications to ensure consistent and cohesive brand representation.

ALPHARETTA
GEORGIA, USA



ALPHARETTA
GEORGIA, USA



ALPHARETTA
GEORGIA, USA



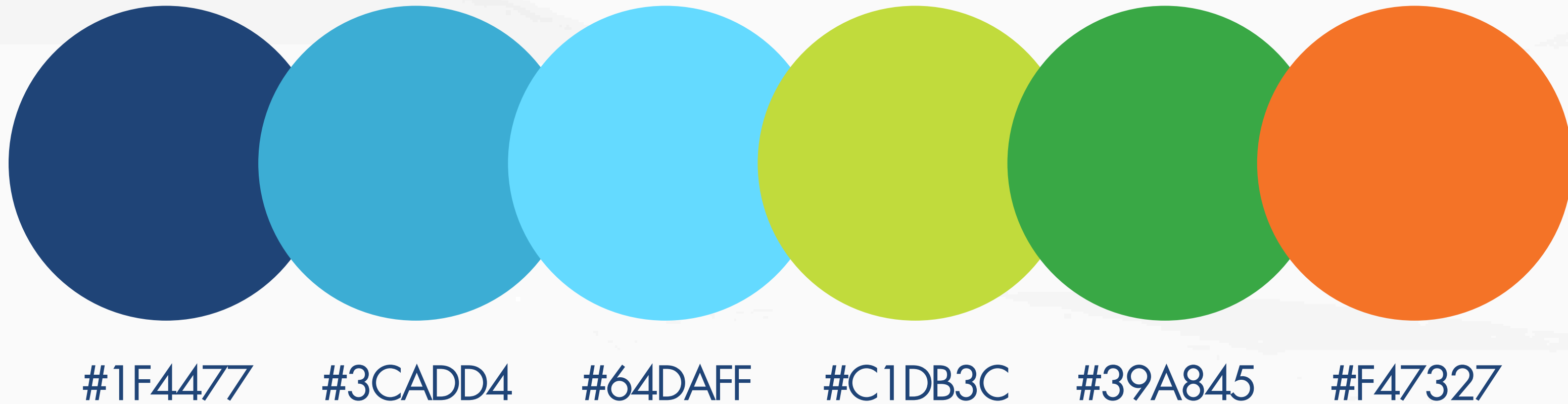
Department Logo



City Logo



Color Palette



Alpharetta Economic Development's color palette embodies our brand personality. Consistent use of the approved colors across all digital and print materials ensures a cohesive and recognizable brand presence.

Fonts

Futura Extra Bold

Futura Regular

Additional Font Variations

Futura Light

Futura Medium

Futura Bold

Choose from our approved font selection to maintain readability and consistency.

Imagery

Images and graphics play a crucial role in conveying our brand narrative. We want Connected Alpharetta's imagery to be:

- High Quality
- Creative
- Engaging
- Authentic



Key Messaging

Brand Narrative

Alpharetta is more than just a place on the map — it's a city defined by connections.

As Georgia's Connected City, Alpharetta seamlessly links people, places, and possibilities. Families flourish in vibrant neighborhoods, entrepreneurs launch the next big idea, and global companies expand into new markets. Alpharetta connects people to what matters most. It offers the safety and warmth of a small town, paired with the amenities, culture, and sophistication of a modern metro hub. It's a place where innovation thrives, businesses grow, and talent wants to live. With unmatched access to Metro Atlanta and global markets, Alpharetta is a city where connection drives success.

Alpharetta is connected to:

➤ **Community**

Small-Town Charm with High-End Appeal

➤ **Innovation**

Innovation Hub with Premier Talent and Office Market

➤ **Metro Atlanta**

Access to Metro Atlanta and Global Markets

Community

Small-Town Charm with High-End Appeal

Alpharetta offers the safety, warmth, and community of a small town with premium amenities, vibrant culture, and the dynamic lifestyle of a thriving metropolitan hub. Signature mixed-use districts, extensive parks and trails, and year-round community events make it a top choice for talent, families, and employers alike.



Key Proof Points

- Home to 66,485 residents with a highly educated, affluent, and diverse population
- Consistently ranked among the best places to live in Metro Atlanta, Georgia, and the U.S.
- One of the safest cities in GA
- Top-ranked public schools and premier private education options
- Signature mixed-use destinations — Avalon and Downtown — offer luxury shopping, chef-driven dining, local boutiques, green spaces, and lively events
- 34 public parks with over 775 acres of green space
- 12+ miles of connected trails, including the Big Creek Greenway and Alpha Loop
- 12,000-seat Ameris Bank Amphitheatre and a growing arts and entertainment scene
- Strong civic identity supported by festivals, concerts, and cultural programming



Innovation

Innovation Hub with Premier Talent and Office Market

A proven center for innovation and business success, Alpharetta offers a thriving ecosystem fueled by a highly educated workforce, robust office market, and strong entrepreneurial culture. Companies in technology, life sciences, advanced manufacturing, and corporate services choose Alpharetta for its access to top-tier talent, collaborative culture, and a business-friendly environment.



Key Proof Points

- 20 million square feet of Class A office space, from mixed-use districts to suburban office parks
- Home to ~ 900 technology companies, including leaders in software, cybersecurity, fintech, and health IT
- 26 Inc. 5000 companies
- Alpharetta and Georgia are consistently ranked among the best places to do business
- Workforce with 71% holding a bachelor's degree or higher
- Strong talent pipeline from Georgia State, Gwinnett Tech, Innovation Academy, and regional institutions: Georgia Tech, UGA, Emory, KSU
- Collaborative business community fostering innovation and growth
- Tech Alpharetta, a vibrant incubator with 50+ startup members, 24 graduates, and affiliated startups that have raised over \$247 million
- Target sectors: technology, life sciences, advanced manufacturing, and corporate services (headquarters, regional offices, finance, IT)

Metro Atlanta

Access to Metro Atlanta and Global Markets

Strategically located in the heart of North Fulton, Alpharetta offers direct access to Metro Atlanta's vast regional economy and global connections. With seamless access to major highways, MARTA transit, and the world's busiest airport, companies in Alpharetta can easily reach talent, clients, and markets across the region and around the world.



Key Proof Points

- Alpharetta is close enough to benefit from Metro Atlanta, yet far enough to maintain its own identity and quality of life
- Connectivity via five GA 400 interchanges and MARTA transit access
- Just 26 miles from downtown Atlanta and 34 miles from Hartsfield-Jackson Atlanta International Airport — with nonstop flights to 70 international and 150 domestic destinations
- Easy access to major highways including I-285, I-85, and I-75
- North Fulton is one of Metro Atlanta's premier employment corridors
- Metro Atlanta is the 8th most populated metro area in the U.S. and has the 10th largest economy by GDP
- Metro Atlanta is a global business hub with nearly 1,000 international companies, 30+ bi-national chambers, and 60+ consular offices

Digital Platforms

Website

 www.connectedalpharetta.com

Social Media

 www.linkedin.com/showcase/connected-alpharetta

 @connectedalpharetta

 @connectedalpharetta

 @ConnectedAlpha



connectedalpharetta.com



STAFF REPORT

Department: Economic Development

Submitted By: Charlie Jewell

Meeting Date: September 30, 2025

AGENDA ITEM:

Financial Management Report as of July 31, 2025

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the Financial Management Report for the month ending July 31, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

On a monthly basis, the City of Alpharetta Finance Department prepares detailed revenue and expenditure statements for financial accounts held by the Development Authority of Alpharetta.

ALTERNATIVES:

ATTACHMENTS:

1. DA July 2025 Financial Management Report

Alpharetta Development Authority

Finance Department
2 Park Plaza, Alpharetta, GA 30009
Thomas G. Harris, Finance Director
(678) 297-6094 (o)
www.alpharetta.ga.us

Financial Management Reports



**for the month ending
July 31, 2025
(period 1 of 12 – unaudited)**



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of July 31, 2025 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -		\$ -
99575100-361000	Investment Earnings	-	1,234		(1,234)
	subtotal	\$ -	\$ 1,234		\$ (1,234)
(1) 99575100-395000	Carryforward Fund Balance	\$ 502,635	\$ -		\$ 502,635
	subtotal	\$ 502,635	\$ -		\$ 502,635
	Total	\$ 502,635	\$ 1,234		\$ 501,401
Expenditures					
99575100-571000	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-521200-C2529	Market Feasibility Study	139,100	-	139,100	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
	subtotal	\$ 242,548	\$ -	\$ 139,100	\$ 103,448
99575100-579000	Reserve	\$ 260,087	\$ -	\$ -	\$ 260,087
	Total	\$ 502,635	\$ -	\$ 139,100	\$ 363,535

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	\$ 502,635
Revenues collected to date	1,234
Expenditures incurred to date	-
Fund Balance*	\$ 503,869
Fund Balance Allocation (forecasted):	
Non-Spendable (unspent/remaining project allocations)	\$ 242,548
Spendable (available for investment by the Board)	261,321
	\$ 503,869

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.



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intentionally left blank*

GAAP



Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
July 31, 2025

ASSETS

Current Assets:	
Cash and Cash Equivalents	\$ 503,869
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	503,869

LIABILITIES

Current Liabilities:	
Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	-
Current Liabilities Payable from Restricted Assets:	
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Total Noncurrent Liabilities	-
Total Liabilities	-

Fund Balance

Restricted	242,548
Unallocated	261,321
Total Fund Balance	503,869

Total Liabilities & Fund Balance	\$ 503,869
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended July 31, 2025

	Actual Amounts
Revenues	
Rent/Royalties	\$ -
State Grant	-
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	1,234
Miscellaneous Revenue	-
Total Revenues	1,234
Expenditures	
Economic Development	139,100
Maintenance Contracts	-
Donation to private source	-
Utilities - Miscellaneous	-
Debt Service:	
Principal	-
Interest	-
Total Expenditures	139,100
Excess (deficiency) of revenues over (under) expenditures	(137,866)
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	(137,866)
Fund Balance, Beginning of Year	502,635
Encumbrances	139,100
Fund Balance, End of Year	503,869





STAFF REPORT

Department: Economic Development

Submitted By: Charlie Jewell

Meeting Date: September 30, 2025

AGENDA ITEM:

SWVP Alpharetta LLC Land Release (Continuum Project)

STAFF RECOMMENDATION:

Approve the SWVP Alpharetta Land Release Resolution and authorize the Chair to execute all necessary documents.

ITEM DESCRIPTION:

The Alpharetta Development Authority and SWVP Alpharetta LLC entered into a bond and sale/leaseback transaction on December 6, 2024, to secure an ad valorem property tax incentive supporting the Continuum Project.

The Project involves the acquisition, construction, development, renovation, improvement and equipping of approximately 515,000 square feet of an existing Class "B" office building to a Class "A", first-rate office building within a future mixed-use campus, including the installation of primary infrastructure in one or more phases, located at 5555 Windward Parkway in Alpharetta.

Pursuant to Section 11.3 of the Lease Agreement dated December 6, 2024, SWVP Alpharetta LLC has requested that the Authority release a 12.55-acre portion of unimproved land back to the company for purchase. The company has certified that the land requested for release is not needed for the Project and will neither impair the building's usefulness for the Project's intended purpose nor affect ingress or egress.

Work on the Project has begun and is expected to be completed by December 31, 2026. Since the Project is not yet complete, no ad valorem property tax incentive has been applied to the property, including the unimproved portion requested for release. Approval of the Land Release Resolution will convey the 12.55-acre parcel to SWVP Alpharetta LLC, remove it from the Project, and exclude it from receiving the ad valorem property tax incentive.

ATTACHMENTS:

1. SWVP Land Release Request
2. SWVP Land Release - Resolution
3. SWVP Land Release - Exhibit A



August 19, 2025

Development Authority of Alpharetta
Alpharetta, Georgia

Synovus Bank
Birmingham, Alabama

Re: Not to exceed \$109,280,322 Development Authority of Alpharetta Taxable
Revenue Bonds (SWVP Alpharetta LLC Project), Series 2024

To the Addressees:

Pursuant to the terms of Section 11.3 of the Lease Agreement, dated as of December 6, 2024 (the “Lease”), between the Development Authority of Alpharetta (the “Authority”) and SWVP Alpharetta LLC (the “Company”), the Company hereby requests that the Authority convey a portion of the Leased Land (as defined in the Lease) (the “Released Land”) to the Company.

In compliance with such section of the Lease, the Company intends to exercise its option to purchase the Released Land on September 18, 2025, which is not to be less than thirty (30) nor more than ninety (90) days from the date of this notice.

Attached hereto are the following documents:

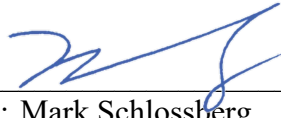
- (1) An adequate legal description of the portion of the Leased Land to be released;
- (2) A copy of the proposed Quitclaim Deed conveying the portion of the Leased Land to be released to the Company;
- (3) A copy of the proposed Amendment to Lease Agreement; and
- (4) A copy of the proposed First Amendment to Short Form Lease;
- (5) A check for the purchase price (\$1 per acre).

The Company hereby certifies the following:

- (a) The portion of, or interest in, the Leased Land with respect to which the option is exercised is not needed for the operation of the Project for the purpose hereinabove stated or that sufficient right and title is reserved to the Issuer to fulfill said needs, and
- (b) The purchase will not impair the usefulness of the Building (as defined in the Lease)

for the intended purpose of the Project and will not destroy the means of ingress thereto and egress therefrom.

SWVP ALPHARETTA LLC

By: 
Name: Mark Schlossberg
Title: Authorized Representative

Plat Book 476 Page 19
 Filed and Recorded 07/15/2025 01:40:00 PM
 2025-0200809
 CHÉ ALEXANDER
 Clerk of Superior Court
 Fulton County, GA

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND WILL BE PLACED DURING CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAT, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

BY: *Clinton Coulter*
 CLINTON R. COULTER
 REGISTERED GEORGIA LAND SURVEYOR SURVEY NO. 3471
 DATE: 07/15/2025

THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF ALPHARETTA, GEORGIA CERTIFIES THAT THIS PLAT COMPLIES WITH ALL REQUIREMENTS OF THE ALPHARETTA UNIFIED DEVELOPMENT CODE INCLUDING ZONING REQUIREMENTS.

COMMUNITY DEVELOPMENT *[Signature]*
 DATE: 7/13/25

STATE OF GEORGIA
 COUNTY OF FULTON

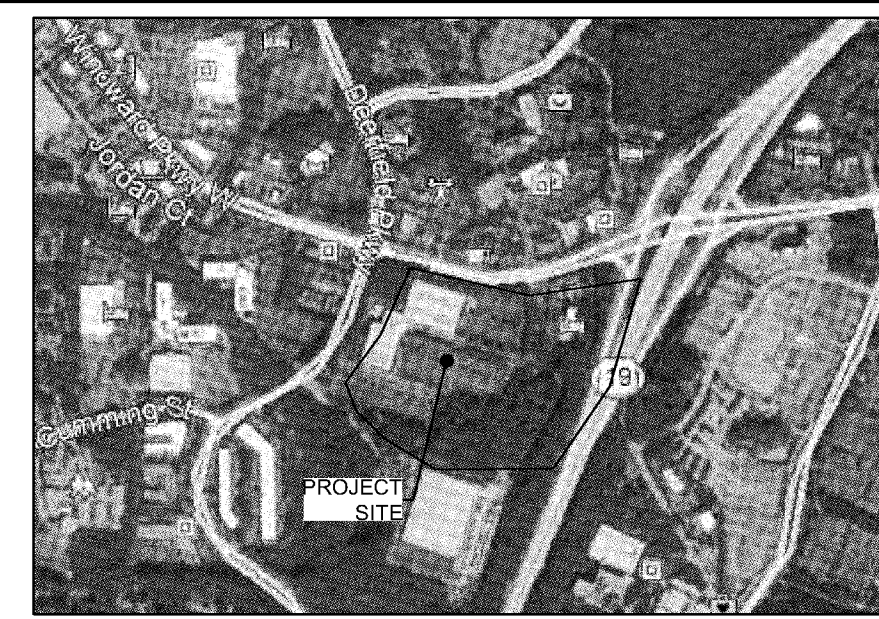
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON, OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS SUBDIVISION PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE CITY OF ALPHARETTA THE COMPLETE OWNERSHIP, AND USE OF ALL STREETS, PUBLIC WATER FACILITIES, STORM DRAINS, EASEMENTS, GREENWAY EASEMENTS, AND OTHER PUBLIC FACILITIES AND APPURTENANCES THEREON SHOWN.

SUBDIVIDER: JOE BUCHER *[Signature]*
 DATE: 01/08/2025

OWNER: JOE BUCHER *[Signature]*
 DATE: 01/08/2025

EXTERIOR BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 51°34'16" E	79.53'	L23	N 03°47'32" W	11.21'
L2	S 74°44'09" E	17.07'	L24	N 85°29'53" E	33.92'
L3	S 58°39'05" E	13.02'	L25	N 84°25'03" E	36.62'
L4	S 72°22'56" E	93.41'	L26	N 82°26'45" E	54.04'
L5	S 17°48'11" W	9.00'	L27	S 07°52'15" E	15.03'
L6	S 72°22'56" E	27.00'	L28	N 78°19'54" E	126.82'
L7	N 17°48'11" E	9.00'	L29	N 13°44'12" W	15.92'
L8	S 72°22'52" E	180.06'	L30	N 76°15'48" E	9.00'
L9	S 17°37'00" W	5.99'	L31	N 75°26'02" E	27.27'
L10	S 72°23'00" E	6.00'	L32	S 15°10'20" W	65.05'
L11	N 17°37'00" E	5.99'	L33	S 10°57'21" W	7.26'
L12	S 72°23'00" E	174.17'	L34	S 22°40'41" W	169.68'
L13	S 85°16'04" E	15.46'	L35	S 06°29'38" W	177.44'
L14	S 86°16'29" E	20.73'	L36	S 26°02'43" W	59.49'
L15	S 85°51'38" E	19.34'	L37	S 71°32'49" W	7.46'
L16	S 87°50'24" E	43.26'	L38	S 68°19'13" W	50.00'
L17	S 89°01'50" E	43.27'	L39	S 67°25'26" W	48.11'
L18	N 88°57'03" E	37.64'	L40	S 74°58'49" W	31.10'
L19	N 88°49'08" E	16.52'	L41	N 49°31'39" W	91.35'
L20	N 87°15'39" E	14.32'	L42	N 73°32'37" W	79.12'
L21	S 02°47'32" E	11.54'	L43	N 39°05'57" W	139.63'
L22	N 86°42'28" E	26.22'	L44	N 17°52'52" E	238.01'
			L45	S 72°07'09" E	5.00'
			L46	N 17°52'51" E	172.02'



LOCATION MAP
 NOT TO SCALE

PREPARED IN THE OFFICE OF:

GASKINS + LECRAW
 © 2025 GASKINS + LECRAW, INC.
 147 REINHARDT COLLEGE PKWY
 SUITE 3
 CANTON, GA 30114
 PHONE - 770.479.9698
 www.gaskinsleccraw.com
 PEF008127

REVISIONS:

NO.	DATE	BY	CHECKED BY
1	10/17/2024		
2	07/15/2025		

REVISION NO. 1 DATE: 10/17/2024
 THIS PLAT SUPERCEDES THE PLAT RECORDED IN PLAT BOOK 468, PAGE 77.

REVISION NO. 2 DATE: 07/15/2025
 THIS PLAT SUPERCEDES THE PLAT RECORDED IN PLAT BOOK 471, PAGE 123. THE PURPOSE OF THIS REVISION IS TO CORRECT THE ACREAGES.

CLERK OF THE SUPERIOR COURT RECORDING INFORMATION

HATCH LEGEND

	BUILDING OUTLINE
	PERMANENT EASEMENT
	TEMPORARY EASEMENT

SYMBOL LEGEND

CORNER MONUMENT SET (SEE NOTE F)	AIR CONDITIONING UNIT
IRON PIN FOUND (TYPE NOTED)	PARKING COUNT
CCMF - CONCRETE MONUMENT FOUND	PAINTED TRAFFIC ARROW
INTERSECTION POINT	HANDICAPPED SPACE
SINGLE WING CATCH BASIN	EVERGREEN TREE
DOUBLE WING CATCH BASIN	UNDERSTORY TREE
FLARED END SECTION	DECIDUOUS TREE (HARDWOOD)
DROP INLET	BENCHMARK
CURB INLET	TEST HOLE
STORM MANHOLE	REBAR FOUND
STORM JUNCTION BOX	OPEN TOP PIPE FOUND
PEDESTAL INLET	CRIMP TOP PIPE FOUND
FIRE HYDRANT	P.O.B. POINT OF BEGINNING
WATER VALVE	P.O.C. POINT OF COMMENCEMENT
WATER METER	RIGHT-OF-WAY
IRRIGATION CONTROL VALVE	ACCESS EASEMENT
FIRE DEPARTMENT CONNECTION	SANITARY SEWER EASEMENT
WATER SPIGOT	DRAINAGE EASEMENT
GAS METER	CORRUGATED METAL PIPE
TELEPHONE BOX	DUCTILE IRON PIPE
TELEPHONE MANHOLE	HDPPE HIGH DENSITY POLYETHYLENE PIPE
CABLE PEDESTAL	PVC POLYVINYL CHLORIDE PIPE
	RCPC REINFORCED CONCRETE PIPE
	VITRIFIED CLAY PIPE
	BROKEN LINE (NOT TO SCALE)
	END NOT LOCATED
	CURB INLET
	DROP INLET
	INVERT ELEVATION
	EXISTING SPOT ELEVATION
	BARBED WIRE FENCE
	CHAIN-LINK FENCE
	FINISHED FLOOR ELEVATION
	MEASURED DISTANCE
	RECORD DISTANCE
	MEASURED ANGLE
	RECORD ANGLE
	NOW OR FORMERLY
	BUILDING SETBACK LINE
	TITLE EXCEPTION NUMBER
	CURB AND GUTTER
	CHAIN LINK FENCE
	CONCRETE SIDEWALK

GENERAL NOTES

- THE FIELD SURVEY WAS PERFORMED ON JANUARY 8, 2021. ISSUE OR REVISION DATES ARE BASED ON FIELD OBSERVATIONS MADE AT THAT TIME. ANY CHANGES IN SITE CONDITIONS AFTER THE DATE OF THE FIELD SURVEY ARE NOT REFLECTED HEREON.
- HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED WITH A TOPCON HIPER+ GPS RECEIVER. GROUND MEASUREMENTS WERE OBTAINED USING A TOPCON PS-103A TOTAL STATION.
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 23,342 FEET. AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 650,498 FEET.
- BASED ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 13121C0059F, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, EFFECTIVE DATE 9/19/2013, THE SUBJECT PROPERTY LIES WITHIN F.E.M.A. ZONE "X" (OTHER AREAS), DEFINED THEREON AS FOLLOWS:
 ZONE "X" (OTHER AREAS): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- THE BEARING BASIS IS GRID NORTH NAD 83. GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE, AS ESTABLISHED BY PERFORMING REDUNDANT RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING GPS GNSS REAL TIME NETWORK. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
- ALL CORNER MONUMENTS SET ARE 1/2-INCH REBAR WITH YELLOW PLASTIC CAP INSCRIBED "LECRAW LSF 1160" UNLESS OTHERWISE NOTED.
- THIS SURVEY WAS BASED ON CURRENT COUNTY TAX RECORDS. INFORMATION PROVIDED BY THE CLIENT, OR OTHER FACTS KNOWN BY THE SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY. EITHER EXPRESSED OR IMPLIED. ANY FEATURES SHOWN ARE BASED ON MINIMUM REQUIREMENTS OF GEORGIA LAW OR A SPECIFIC AGREEMENT WITH THE CLIENT AND ANY FIELD OBSERVATIONS MADE WERE BASED ON VISIBLE SURFACE EVIDENCE. OTHER SUB-SURFACE IMPROVEMENTS OR FEATURE LOCATIONS NOT REQUESTED AS PART OF THIS SURVEY MAY EXIST AND NOT BE SHOWN HEREON.
- NO CEMETERY PLOTS OR INDIVIDUAL BURIAL SITES WERE OBSERVED ON THE SUBJECT PROPERTY WHILE CONDUCTING THIS SURVEY. HOWEVER, NO RESEARCH OR SUB-SURFACE INVESTIGATION WAS PERFORMED OR PROVIDED DURING THE COURSE OF THIS SURVEY WHICH WOULD INDICATE THE EXISTENCE OR NON-EXISTENCE OF BURIAL SITES. MORE COMPLETE INVESTIGATION MAY BE NECESSARY IF DISCOVERY OF CEMETERIES, ARCHAEOLOGICAL FINDS, OR OTHER FEATURES THAT MAY NOT BE CLEARLY EVIDENCED ON THE SURFACE IS DESIRED.
- THE OUT PARCEL SHOWN IS CALLED OUT AS "LESS AND EXCEPT" IN THE REFERENCED VESTING INSTRUMENT AND NO OTHER TITLE INSTRUMENT HAS BEEN PROVIDED. THE PARCEL IS SHOWN GRAPHICALLY ONLY AND IS INCLUDED IN THE OVERALL AREA SHOWN HEREON AND DESCRIBED IN THE MEASURED LEGAL DESCRIPTION. FURTHER REVIEW MAY BE REQUIRED FOLLOWING ADDITIONAL TITLE RESEARCH.
- THE SANITARY & STORM SEWER PIPE LOCATIONS, SIZES, AND MATERIALS SHOWN WERE OBTAINED BY STANDARD SURVEYING PROCEDURES FROM OUTSIDE OF THE MANHOLES, OR FROM RECORD INFORMATION PROVIDED. NO CONFINED SPACE ENTRY, TELEVISIONING OF LINES, OR ANY OTHER INVESTIGATION METHODS WERE USED. MORE DETAILED INVESTIGATION MAY BE NECESSARY FOR DESIGN PURPOSES. NO OTHER UNDERGROUND UTILITIES ARE SHOWN HEREON.
- THE LEGAL DESCRIPTIONS CONTAINED IN DEED BOOK 13292, PAGE 157 AND DEED BOOK 14045, PAGE 180 MAKE REFERENCE TO "CITY OF ALPHARETTA'S EXISTING TEN FOOT (10') EASEMENT FOR UNDERGROUND RIGHT-OF-WAY", BUT NO DOCUMENT WAS PROVIDED SHOWING THE ORIGIN OR EXTENT OF THAT EASEMENT.

REFERENCES

- ALTA/NSPS LAND TITLE SURVEY, PREPARED BY ROCHESTER & ASSOCIATES, INC., DATED DECEMBER, 12, 2019, LAST REVISED APRIL 21, 2020.
- OPTION AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY BETWEEN HEWLETT PACKARD ENTERPRISE COMPANY AND THE CITY OF ALPHARETTA, GEORGIA.
- DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA CONSTRUCTION PLANS FOR WINDWARD PARKWAY AT STATE 400, PROJECT NH-056-1(62) FULTON COUNTY, PREPARED BY JORDAN, JONES & GOULDING, DATED 5/31/01, LAST REVISED 09/01/02.
- ALTA/NSPS LAND TITLE SURVEY FOR SOUTHWEST VALUE PARTNERS PREPARED BY LECRAW ENGINEERING DATED JANUARY 20, 2021.

PARCEL SUMMARY (SUBJECT PROPERTY)

OWNER: SWVP ALPHARETTA, LLC 161 ROSA L. PARKS BLVD. NASHVILLE, TN 37203	ZONING: MU SETBACKS:
REFERENCES: DB 55201, PG 296, DB 42946, PG 434, DB 22507, PG 129, DB 53024, PG 175, DB 62484, PG 609, DB 56934, PG 206, DB 63026, PG 172	MINIMUM FRONT SETBACK = 20' ON WINDWARD PARKWAY AND WESTSIDE PARKWAY. INTERNAL STREETS 10' FOR THE FIRST 60' OF BUILDING HEIGHT AND 20' FOR BUILDINGS OVER 60'
PARCEL ID: 22 529011910520	MINIMUM SIDE SETBACK = 10'
ACREAGE: 50.34 AC. OR 2,192,823 SQ. FT.	MINIMUM REAR SETBACK = 10'

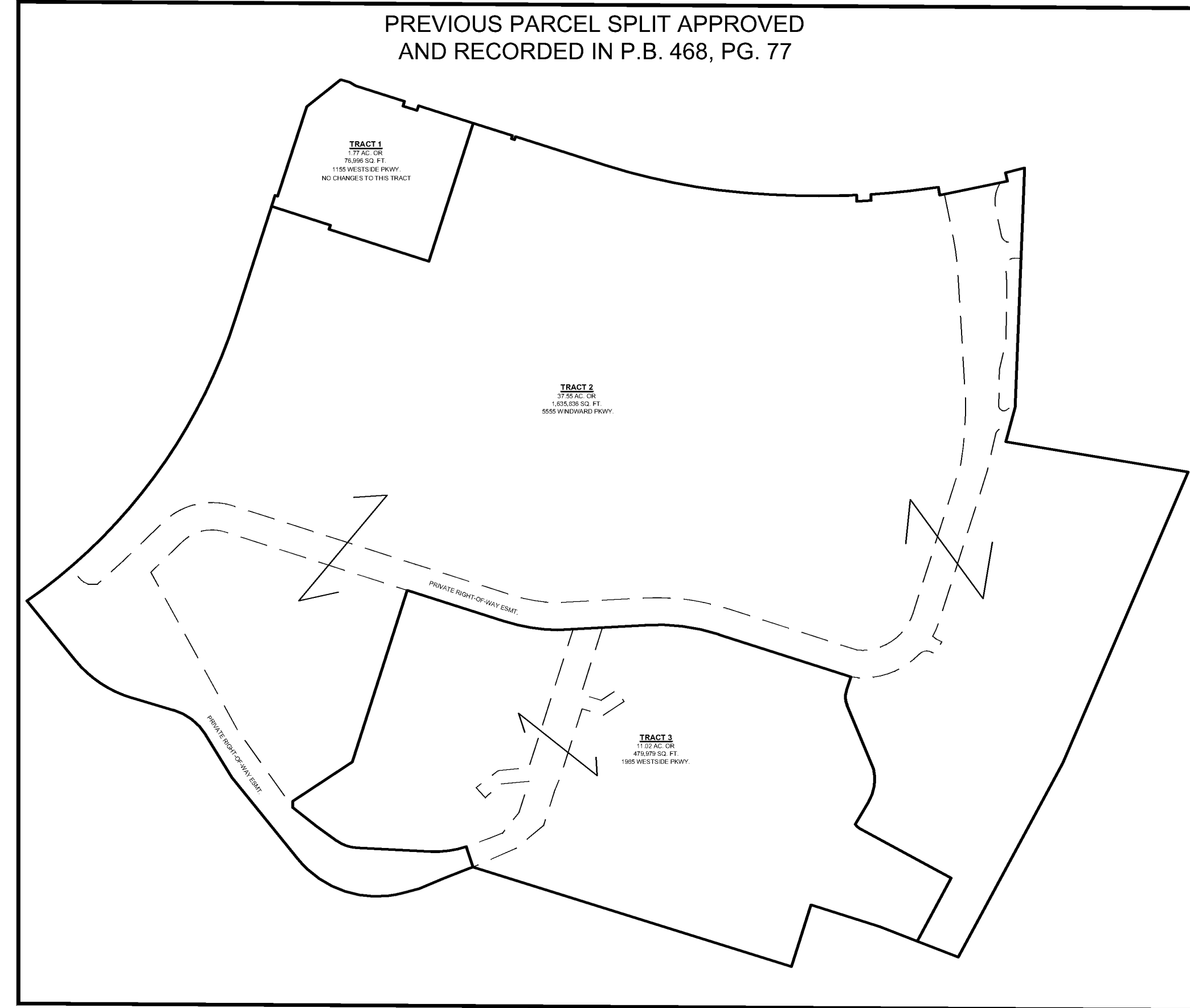
CASE NUMBERS (SEE CONDITIONS ON SHEET 3):
 MP-21-10
 Z-21-12
 CU-21-14
 V-21-29

LINE TABLE

LINE	LENGTH	BEARING
L55	112.96	S72°07'08"E
L56	7.86	S17°45'35"W
L57	191.68	S72°14'39"E
L58	265.24	N17°44'21"E
L59	47.05	N30°48'54"E
L60	124.92	N22°31'40"W
L61	52.99	N17°45'20"E
L62	249.57	N72°15'29"W
L63	95.14	S86°52'33"W
L64	64.10	S86°52'33"W
L65	186.95	N72°17'08"W
L66	354.66	S17°45'19"W
L67	74.69	S17°45'19"W
L68	129.96	S56°33'39"W
L69	7.01	S45°38'05"W
L70	8.19	S35°25'30"E
L71	55.93	S51°37'54"E
L72	44.78	S54°03'24"E
L73	136.17	S87°09'49"E
L74	52.73	S45°38'05"W
L75	23.50	S18°27'55"E
L76	15.80	S18°31'56"E
L77	47.75	S70°03'47"W

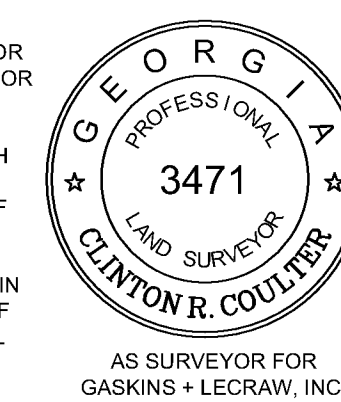
CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C6	19.50'	10.63'	N45°38'28"W	10.50'
C7	81.50'	63.19'	N8°36'13"E	61.62'
C8	35.56'	27.87'	N3°49'00"W	27.16'
C9	392.00'	145.10'	N82°50'55"W	144.28'
C10	304.88'	90.50'	N80°42'07"W	90.16'
C11	67.50'	39.00'	S70°36'37"E	38.46'
C12	176.50'	65.62'	N82°11'08"E	65.24'
C13	106.80'	38.60'	S76°48'38"E	38.39'
C14	220.37'	72.78'	N83°15'52"E	72.45'



SURVEYOR'S CERTIFICATION

(I) AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURE, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

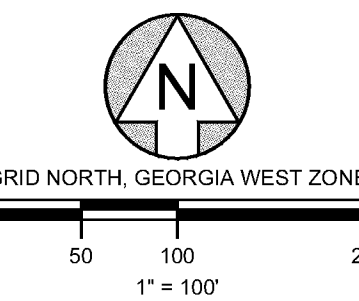


CLINTON R. COULTER
 GEORGIA PLS No. 3471
 DATE: 07/15/2025

CALL BEFORE YOU DIG



SCALE & NORTH ARROW:



SURVEY INFO:

DRAWN BY:	KRK
REVIEWED BY:	CRC
JOB #:	0300001
DATE:	10/17/2024

SHEET NUMBER

1 OF 3

Plat Book 476 Page 21

CHÉ ALEXANDER

Clerk of Superior Court



CITY COUNCIL ACTION SUMMARY

Planning Commission Date: 10/6/2022 (vote: 6-0)
City Council Date: 10/17/2022
Public Hearing Date: MP 21-10 / Z21-12 / CU21-14 Continuum

1st Motion: Mayor Pro Tem Mark
Second: Council Member Pipes
Motion to Approve: 6-0

CLERK OF THE SUPERIOR COURT RECORDING INFORMATION

- Mayor Pro Tem Mark offered a motion approve MP 21-10 / Z21-12 / CU21-14 Continuum, subject to the following conditions:
 - The 51 Babaco property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kinley-Horn, dated 9/26/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 - Architectural style shall be representative of the submitted renderings, labeled Exhibit A, with final approval by DBE.
 - Minimum percentage of commercial use shall be 4%.
 - Development regulations shall be as follows (The encumbrances below shall be deducted from the Oxford Green Phase 2 Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
 - Office – Office use shall be limited to no more than 1,325,299 square feet, which shall include the existing 517,399 square foot office building. Building heights shall be limited to no more than 8 stories.
 - Commercial – Retail uses shall be limited to no more than 36,900 square feet and restaurant use shall be limited to no more than 36,900 square feet. Retail uses shall be limited to service retail incidental to office and residential. Retail buildings shall have a minimum height of 2 stories and no more than 3 stories.
 - For-Sale Residential – Up to 98 Dwellings. For-Sale Townhomes shall be permitted in up to 4 story buildings. No more than 10% shall be rented as stated in the HOA documents.
 - For-Rent Residential – After January 1, 2024, 280 Dwellings. For-Rent units shall be permitted a Certificate of Occupancy in accordance with LDC For-Rent requirements. All-grade For-Rent units shall be limited to no more than 3 sides of the building and shall have walkouts with sidewalk connections. Maximum building height shall be 6 stories. Units shall be studio, 1, 2,

Page 2 of 11

- 36. Connect sidewalks along Driveway C and Driveway D into the site, providing a direct connection for the MARTA bus shelter located here to access the site.
- 37. Construct sidewalks at the Future Transit Stop listed on the site plan to have a direct entrance into the site.
- Redesign, Bicycle and Transit Facilities, Roadway and Access Improvements**
Westside Parkway at Driveway A
- 38. Construct one (1) exclusive westbound rightturn lane exiting Site Driveway A.
- Westside Parkway at Site Entrance A**
- 39. Extend the westbound leftturn lane along Westside Parkway entering the site by up to 550 feet and provide a flashing yellow arrow permissive/protected phase.
- 40. Construct one (1) additional northbound leftturn lane with a flashing yellow permissive/protected phase and one (1) additional northbound rightturn lane exiting Site Driveway B.
- 41. Provide a northbound rightturn overlap phase exiting the site.
 - Council Member Pipes announced the motion.
 - The motion was approved unanimously (6-0).

FINAL CONDITIONS

- The 51 Babaco property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kinley-Horn, dated 9/26/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
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Page 4 of 11

- Construct one (1) additional northbound leftturn lane with a flashing yellow permissive/protected phase and one (1) additional northbound rightturn lane exiting Site Driveway B.
- Provide a northbound rightturn overlap phase exiting the site.

Page 11 of 11

5. Oxford Green Phase 2 shall be limited to the following uses and further restricted by conditions of zoning:
 - Office/Research & Development
 - Service Retail
 - Restaurant (no drive thru)
 - Retail
 - Residential – For-Sale and For-Rent
- Service retail uses shall be those customarily necessary to or amenities for office and residential use, restricted to the following:
 - Art Gallery
 - Bakery
 - Bank, Financial Services
 - Barber Shop/Beauty Shop
 - Book Store
 - Brewery
 - Clinic (subject to conditional use)
 - Computer Supply Store
 - Cosy Cafe/Print Shop
 - Day Care
 - Drug Store (not to exceed 2,000 SF)
 - Dry Cleaning/Pickup Station

Page 2 of 11

36. Connect sidewalks along Driveway C and Driveway D into the site, providing a direct connection for the MARTA bus shelter located here to access the site.
37. Construct sidewalks at the Future Transit Stop listed on the site plan to have a direct entrance into the site.
- Redesign, Bicycle and Transit Facilities, Roadway and Access Improvements**
Westside Parkway at Driveway A
38. Construct one (1) exclusive westbound rightturn lane exiting Site Driveway A.
- Westside Parkway at Site Entrance A**
39. Extend the westbound leftturn lane along Westside Parkway entering the site by up to 550 feet and provide a flashing yellow arrow permissive/protected phase.
40. Construct one (1) additional northbound leftturn lane with a flashing yellow permissive/protected phase and one (1) additional northbound rightturn lane exiting Site Driveway B.
41. Provide a northbound rightturn overlap phase exiting the site.
 - Council Member Pipes announced the motion.
 - The motion was approved unanimously (6-0).

FINAL CONDITIONS

- The 51 Babaco property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kinley-Horn, dated 9/26/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
- Architectural style shall be representative of the submitted renderings, labeled Exhibit A, with final approval by DBE.
- Minimum percentage of commercial use shall be 4%.
- Development regulations shall be as follows (The encumbrances below shall be deducted from the Oxford Green Phase 2 Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
 - Office – Office use shall be limited to no more than 1,325,299 square feet, which shall include the existing 517,399 square foot office building. Building heights shall be limited to no more than 8 stories.
 - Commercial – Retail uses shall be limited to no more than 36,900 square feet and restaurant use shall be limited to no more than 36,900 square feet. Retail uses shall be limited to service retail incidental to office and residential. Retail buildings shall have a minimum height of 2 stories and no more than 3 stories.
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 - For-Rent Residential – After January 1, 2024, 280 Dwellings. For-Rent units shall be permitted a Certificate of Occupancy in accordance with LDC For-Rent requirements. All-grade For-Rent units shall be limited to no more than 3 sides of the building and shall have walkouts with sidewalk connections. Maximum building height shall be 6 stories. Units shall be studio, 1, 2, and 3 bedrooms with no more than 30% of the units being 2 bedrooms and no more than 5% being 3 bedrooms. For-Rent units shall be

Page 7 of 11

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 - Dry Cleaning/Pickup Station

Page 3 of 11

36. Connect sidewalks along Driveway C and Driveway D into the site, providing a direct connection for the MARTA bus shelter located here to access the site.
37. Construct sidewalks at the Future Transit Stop listed on the site plan to have a direct entrance into the site.
- Redesign, Bicycle and Transit Facilities, Roadway and Access Improvements**
Westside Parkway at Driveway A
38. Construct one (1) exclusive westbound rightturn lane exiting Site Driveway A.
- Westside Parkway at Site Entrance A**
39. Extend the westbound leftturn lane along Westside Parkway entering the site by up to 550 feet and provide a flashing yellow arrow permissive/protected phase.
40. Construct one (1) additional northbound leftturn lane with a flashing yellow permissive/protected phase and one (1) additional northbound rightturn lane exiting Site Driveway B.
41. Provide a northbound rightturn overlap phase exiting the site.
 - Council Member Pipes announced the motion.
 - The motion was approved unanimously (6-0).

FINAL CONDITIONS

- The 51 Babaco property shall be zoned MU and the site shall be developed substantially similar to the site plan by Kinley-Horn, dated 9/26/22, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
- Architectural style shall be representative of the submitted renderings, labeled Exhibit A, with final approval by DBE.
- Minimum percentage of commercial use shall be 4%.
- Development regulations shall be as follows (The encumbrances below shall be deducted from the Oxford Green Phase 2 Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
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Page 6 of 11

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Page 4 of 11

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- Redesign, Bicycle and Transit Facilities, Roadway and Access Improvements**
Westside Parkway at Driveway A
38. Construct one (1) exclusive westbound rightturn lane exiting Site Driveway A.
- Westside Parkway at Site Entrance A**
39. Extend the westbound leftturn lane along Westside Parkway entering the site by up to 550 feet and provide a flashing yellow arrow permissive/protected phase.
40. Construct one (1) additional northbound leftturn lane with a flashing yellow permissive/protected phase and one (1) additional northbound rightturn lane exiting Site Driveway B.
41. Provide a northbound rightturn overlap phase exiting the site.
 - Council Member Pipes announced the motion.
 - The motion was approved unanimously (6-0).

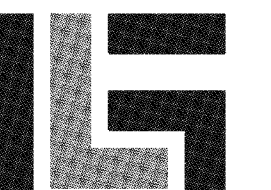
FINAL CONDITIONS

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- Architectural style shall be representative of the submitted renderings, labeled Exhibit A, with final approval by DBE.
- Minimum percentage of commercial use shall be 4%.
- Development regulations shall be as follows (The encumbrances below shall be deducted from the Oxford Green Phase 2 Master Plan non-residential density, including an exchange rate of 800 square feet of non-residential density for each residential unit):
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Page 9 of 11

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 - Drug Store (not to exceed 2,000 SF)
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PREPARED IN THE OFFICE OF:



GASKINS + LECRAW

© 2025 GASKINS + LECRAW, INC.
147 REINHARDT COLLEGE PKWY SUITE CANTON, GA 30114
PHONE - 770.479.9698
www.gaskinslecraw.com

PEF008127

REVISIONS:

NO.	DATE	BY	DESCRIPTION
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GENERAL CONDITIONS OF APPROVAL TO GRTA NOTICE OF DECISION

The following are conditions recommended by the Georgia Regional Transportation Authority and incorporated into a document, dated February 3, 2022, RE: DB 3508 - Continuum AlphaRetta.

Redesign, Bicycle and Transit Facilities

35. Provide pedestrian connectivity between all buildings and uses within the project site.

General Conditions of Approval to GRTA Notice of Decision

The following are conditions recommended by the Georgia Regional Transportation Authority and incorporated into a document, dated February 3, 2022, RE: DB 3508 - Continuum AlphaRetta.

Redesign, Bicycle and Transit Facilities

35. Provide pedestrian connectivity between all buildings and uses within the project site.

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35. Provide pedestrian connectivity between all buildings and uses within the project site.

General Conditions of Approval to GRTA Notice of Decision

The following are conditions recommended by the Georgia Regional Transportation Authority and incorporated into a document, dated February 3, 2022, RE: DB 3508 - Continuum AlphaRetta.

SURVEYOR'S CERTIFICATION

(j) AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURE, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPLICABLE LOCAL JURISDICTIONS BY ANY PURCHASER OR USER OF THIS PLAN AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Clinton R. Coulter
CLINTON R. COULTER

3471
LAND SURVEYOR
CLINTON R. COULTER

AS SURVEYOR FOR
GASKINS + LECRAW, INC.

DATE: 07/15/2025

811

Know what's below.
Call before you dig.

SCALE & NORTH ARROW:

GRID NORTH, GEORGIA WEST ZONE

0 50 100 200
1" = 100'

SURVEY INFO:

DRAWN BY: KRK
REVIEWED BY: CRC
JOB #: 0300001
DATE: 10/17/2024

SHEET NUMBER
3 OF 3

SUBMISSION PLAT FOR:
SWP ALPHARETTA, LLC

PROJECT LOCATION
5555 WINDWARD PARKWAY, ALPHARETTA, GA 30004

TAX PARCEL 22 526010102020
LAND LOTS 1186, 1187 & 1191, 1194 DISTRICT 266 SECTION 04 CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS RELATING TO THE RELEASE OF UNIMPROVED LAND FROM EXISTING BOND LEASE WITH SWVP ALPHARETTA, LLC

WHEREAS, the Development Authority of Alpharetta, Georgia, a public body corporate and politic (the “Issuer”) created and existing pursuant to the provisions of the Development Authorities Law of the State of Georgia (O.C.G.A. Section 36-62), as amended (the “Act”), and an activating resolution of the Mayor and Council of the City of Alpharetta, Georgia adopted on February 23, 1981, its directors have been appointed as provided therein and are currently acting in that capacity; and

WHEREAS, the Issuer has been created and activated to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia; and

WHEREAS, the Issuer and the SWVP Alpharetta, LLC (the “Lessee”) entered into that certain Lease Agreement, dated as of December 6, 2024 (the “Lease Agreement”), and that certain Short Form Lease, dated as of December 6, 2024 (the “Short Form Lease”), which was recorded in the Office of the Superior Court of Fulton County, Georgia in Deed Book 68500, Pages 125-219; and

WHEREAS, the Issuer, at the request of the Lessee and pursuant to Section 11.3 of the Lease Agreement, proposes to authorize the execution, delivery and performance of various documents to effectuate the removal of an unimproved portion of the Leased Land (as defined in the Lease Agreement) (the “Released Land”), including amending the Lease Agreement and the description of the Leased Land, and returning ownership of the Released Land to the Lessee;

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 2. Authorization of Removal and Transfer of Released Land. The removal of the Released Land from the Lease Agreement and the related transfer of such Released Land from the Issuer to the Lessee is hereby approved. The execution and delivery by Issuer of an amendment to the Lease Agreement and a quitclaim deed to effectuate the removal and transfer of the Released Land is hereby authorized. The Chairman or Vice Chairwoman of the Issuer is hereby authorized to execute, and the Secretary-Treasurer of the Issuer is hereby authorized to attest, the quitclaim deed and the lease amendment on behalf of the Issuer. The quitclaim deed and the lease amendment (including an amendment to the short form thereof) shall be in substantially the form attached hereto as Exhibit “A” subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairwoman of the Issuer, and the execution of the Assignment by the

Chairman or Vice Chairwoman of the Issuer as hereby authorized shall be conclusive evidence of any such approval.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in any agreement, indenture or other instrument authorized or approved hereby shall be deemed to be a stipulation, obligation or agreement of any director, officer, commissioner, member, agent or employee of the Issuer in his individual capacity, and no such director, officer, member, commissioner, agent or employee shall be subject to personal liability or accountability by reason of the execution and delivery of the Assignment.

Section 4. General Authority. From and after the date of adoption of this Resolution, the Chairman, Vice Chairwoman and other authorized officers of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, instruments or certificates as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute any and all other documents, certificates and instruments as may be necessary or desirable in connection with the issuance of the execution and delivery of the Assignment.

Section 5. Severability of Invalid Provisions. If any one or more of the agreements or provisions contained in this Resolution shall for any reason whatsoever be invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or of the Assignment or any documents executed by the Issuer in connection therewith.

Section 6. Actions Approved and Confirmed. All acts and doings of the directors, officers, commissioners, members, agents or employees of the Issuer which are in conformity with the purposes and intents of this Resolution and in furtherance of execution, delivery and performance of the related documents shall be, and the same hereby are, in all respects approved and confirmed.

Section 7. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained, are, to the extent of such conflict, hereby superseded and repealed.

Section 8. Costs, Fees and Expenses. All costs and expenses in connection with the transactions hereinabove described, including the fees and expenses of the Issuer and its respective counsel and Bond Counsel shall be paid by the Lessee.

Section 9. Effective Date. This Resolution shall be effective immediately upon its adoption.

[Remainder of page intentionally left blank]

DULY ADOPTED this 30th day of September, 2025.

DEVELOPMENT AUTHORITY OF
ALPHARETTA, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Secretary-Treasurer

Exhibit A

Form of Quitclaim Deed and Lease Amendment

SECRETARY’S CERTIFICATE

I, the undersigned Secretary-Treasurer of the Development Authority of Alpharetta, Georgia (the “Issuer”), DO HEREBY CERTIFY, that the foregoing pages of typewritten matter pertaining to release of unimproved land from an existing bond lease, constitute a true and correct copy of the Resolution, adopted on September 30, 2025, by the members of the board of the Issuer in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears of record in the Minute Book of the Issuer which is in my custody and control.

WITNESS my hand and the official seal of the Development Authority of Alpharetta, Georgia, this 30th day of September, 2025.

Secretary-Treasurer
Development Authority of Alpharetta,
Georgia

(CORPORATE SEAL)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

After recording return to:

CROSS REFERENCE:

**Short Form Lease recorded in the office of the
Superior Court of Fulton County in Book 68500,
Pages 125-129**

Tax Parcel No. Portion of 22 529011910520

QUITCLAIM DEED

This QUITCLAIM DEED, (the "Deed") dated as of September 30, 2025, from the DEVELOPMENT AUTHORITY OF ALPHARETTA (the "Grantor") to SWVP ALPHARETTA LLC (the "Grantee"), a Delaware limited liability company which is qualified to do business, validly existing and in good standing under the laws of the State of Georgia, as grantee:

W I T N E S S E T H:

WHEREAS, the Grantor and Grantee have entered into a Lease Agreement, dated as of December 6, 2024 (the "Lease Agreement"), as evidenced by a Short Form Lease Agreement recorded in the office of the Superior Court of Fulton County in Book 68500, Pages 125-129; and

WHEREAS, the Grantor and Grantee have entered into an Amendment to Lease Agreement, dated as of September 30, 2025 (the "Amendment"), as evidenced by a First Amendment to the Short Form Lease, recorded in the office of the Superior Court of Fulton County in Book _____, Pages _____; and

WHEREAS, all capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Lease Agreement; and

WHEREAS, pursuant to Section 11.3 of the Lease Agreement, the Grantee has exercised its option to purchase certain unimproved land subject to the Lease Agreement, and in connection therewith, Grantor has agreed to enter into this Deed to release and remove a portion of the Leased Land from the Project; and

WHEREAS, the Grantor desires to assign its right, title and interest in and to the property described on Exhibit "A" attached hereto, and by reference made a part hereof (the "Released Land"), to the Grantee, and to execute this Deed with respect to all property rights it has in and to the Released Land;

NOW THEREFORE, in consideration of the premises and the respective undertakings and agreements hereinafter set forth, THE GRANTOR HEREBY AGREES AS FOLLOWS:

1. The Grantor does hereby bargain, sell and convey to the Grantee its interest, if any, in the Released Land described in Exhibit "A" hereto.

2. The Grantor has such title in and to the Released Land free from all encumbrances except Permitted Encumbrances described in the Lease Agreement and any other encumbrances requested by the Grantee pursuant to the Lease Agreement, free of all claims of all persons whomsoever claiming by, through or under the Grantor.

3. The Grantee hereby accepts all of the foregoing rights, title and interest of the Grantor in, to and under the Released Land.

THE GRANTOR AND THE GRANTEE FURTHER AGREE AS FOLLOWS:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) by it in hand paid at and before the sealing of these presents (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantee, its successors and assigns, whatever right, title, and interest the Grantor does possess, and does by these presents demise, release, and forever convey unto the Grantee all of the interest of the Grantor, if any, in and to the Released Land;

TOGETHER, with all and singular the rights, tenements, hereditaments and appurtenances to the said Released Land belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Development Authority of Alpharetta has caused these presents to be executed in its name and its corporate seal to be hereto affixed this 30th day of September, 2025.

**DEVELOPMENT AUTHORITY OF
ALPHARETTA**

(CORPORATE SEAL)

By: _____
Chairman

Attest:

Secretary

Signed, Sealed and Delivered
in the presence of:

Witness

Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT "1"
to
QUITCLAIM DEED

DESCRIPTION OF RELEASED LAND

That certain real property located in Land Lot 1187 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 4.23 acres and shown as Tract 2 on the second page of that certain plat entitled "Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004", dated October 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 476, Pages 19 through 21 of the records of the Clerk of Superior Court of Fulton County, Georgia.

and

That certain real property located in Land Lots 1187, 1190 and 1191 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 8.32 acres and shown as Tract 4 on the second page of that certain plat entitled "Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004", dated October 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 476, Pages 19 through 21 of the records of the Clerk of Superior Court of Fulton County, Georgia.

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT, dated as of September 30, 2025, between the DEVELOPMENT AUTHORITY OF ALPHARETTA (the “Authority”), a public body corporate and politic created and existing under the laws of the State of Georgia, as lessor, and SWVP ALPHARETTA LLC (the “Lessee”), a limited liability company duly organized, existing and in good standing under the laws of the State of Delaware, as lessee.

W I T N E S S E T H:

WHEREAS, the Authority and Lessee have heretofore entered into a Lease Agreement, dated as of December 6, 2024, as evidenced by a Short Form Lease Agreement recorded in the office of the Superior Court of Fulton County in Book 68500, Pages 125-129 (the “Lease Agreement”), relating to a capital project in the City of Alpharetta, Georgia consisting of land (the “Leased Land”), improvements constructed thereon, building fixtures, and building equipment installed thereat (collectively, the “Project”); and

WHEREAS, the Lessee has exercised its option pursuant to Section 11.3 of the Lease Agreement to purchase certain unimproved portions of the Lease Land, the Authority and the Lessee have now determined that it is necessary to amend the Lease Agreement to reflect the release and removal of such portion of the Leased Land from the Project (such portion referred to as the “Released Land”); and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the Authority and the Lessee agree to and do hereby amend the Lease to amend the description of the Leased Land contained as Exhibit “A” attached thereto to reflect the release and removal of the Released Land from the Leased Land and the Project.

Section 1. Amendment of Lease Agreement. The Lease Agreement, as amended by this First Amendment to Lease Agreement, is hereby amended by deleting the description of the Leased Land contained in Exhibit “A” attached thereto and replacing it with the description of the Leased Land contained in Exhibit “1” attached hereto.

The Lease Agreement shall be deemed to be modified and amended in accordance with the provisions of this First Amendment to Lease Agreement and the respective rights, duties and obligations of the Authority and the Lessee under the Lease Agreement shall hereafter be determined, exercised and enforced under the Lease Agreement subject in all respects to this Amendment to Lease Agreement, and all the terms and conditions of this Amendment to Lease Agreement shall be part of the terms and conditions of the Lease Agreement for any and all purposes.

All references in the Lease Agreement to the Leased Land described in Exhibit “A” thereof shall refer to said Exhibit as hereby amended and modified.

Section 2. Property Tax Covenants. The Lessee acknowledges and agrees that the Leased Land is subject to an advantageous property tax structure and that the intent of the parties

hereto is that the Released Land will be subject to fee simple ad valorem taxation by the applicable taxing authorities in Fulton County, including, but not limited to the City of Alpharetta and the Fulton County Board of Education. Lessee covenants to provide the Fulton County Board of Tax Assessors with copies of the applicable legal documents relating to the this amendment to the Lease Agreement and the corresponding Quitclaim Deed of the Released Land in order for the Fulton County Board of Tax Assessors and the Fulton County Tax Commissioner to properly assess and levy taxes on the Released Land.

Section 3. Execution Counterparts. This First Amendment to Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Recordation. A First Amendment to Short Form Lease may be recorded in the office of the Superior Court of Fulton County, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 5. Lease Agreement to Continue in Full Force and Effect. All other terms of the Lease Agreement shall continue in full force and effect subject to this First Amendment to Lease Agreement as set forth herein.

IN WITNESS WHEREOF, the Authority and the Lessee have caused this Amendment to the Lease Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers as of September 30, 2025.

DEVELOPMENT AUTHORITY OF
ALPHARETTA

(SEAL)

Attest:

By: _____
Chairman

Secretary

Signed, sealed and
delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

SWVP ALPHARETTA LLC

By: _____
Title:

(SEAL)

Attest:

Title:

Signed, sealed and
delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT “1”
TO FIRST AMENDMENT TO LEASE AGREEMENT
among
DEVELOPMENT AUTHORITY OF ALPHARETTA,
and
SWVP ALPHARETTA LLC
dated as of September 30, 2025

DESCRIPTION OF LEASED LAND

That certain real property located in Land Lots 1186, 1187, 1190 and 1191 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 37.55 acres and shown as Tract 2 on that certain plat entitled “Minor Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004”, dated May 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 468, Pages 77-79 of the records of the Clerk of Superior Court of Fulton, County, Georgia.

LESS AND EXCEPT:

That certain real property located in Land Lot 1187 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 4.23 acres and shown as Tract 2 on the second page of that certain plat entitled “Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004”, dated October 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 476, Pages 19 through 21 of the records of the Clerk of Superior Court of Fulton County, Georgia.

and

That certain real property located in Land Lots 1187, 1190 and 1191 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 8.32 acres and shown as Tract 4 on the second page of that certain plat entitled “Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004”, dated October 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 476, Pages 19 through 21 of the records of the Clerk of Superior Court of Fulton County, Georgia.

-----Space above this line left intentionally blank for recording information-----

After recording return to:

CROSS REFERENCE:

**Short Form Lease recorded in the office of the
Superior Court of Fulton County in Book 68500,
Pages 125-129**

STATE OF GEORGIA

COUNTY OF FULTON

Tax Parcel No.: 22 529011910520

FIRST AMENDMENT TO SHORT FORM LEASE

This FIRST AMENDMENT TO SHORT FORM LEASE (this “First Amendment to Short Form Lease”), dated as of September 30, 2025, by and between the DEVELOPMENT AUTHORITY OF ALPHARETTA, a development authority and a public body corporate and politic created and existing under the laws of the State of Georgia, as lessor (“Issuer”), and SWVP ALPHARETTA LLC (the “Lessee”), a limited liability company duly organized, existing and in good standing under the laws of the State of Delaware (“Lessee”).

Background Statement

WHEREAS, the Issuer and the Lessee entered into that certain Lease Agreement, dated as of December 6, 2024 (the “Lease Agreement”), and that certain Short Form Lease, dated as of December 6, 2024 (the “Short Form Lease”), which was recorded in the Office of the Superior Court of Fulton County, Georgia in Deed Book 68500, Pages 125-219; and

WHEREAS, the Issuer and the Lessee entered into that certain First Amendment to Lease Agreement, dated as of September 30, 2025 (the “First Amendment to Lease”), to amend the Lease Agreement in order to provide for the removal of an unimproved portion of the Leased Land (as defined in the Lease Agreement) (the “Released Land”) and to amend the description of the Leased Land; and

WHEREAS, the Issuer and the Lessee desire to set forth the terms and provisions contained in the First Amendment to Lease in this First Amendment to Short Form Lease for recording purposes;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

1. **Description of Leased Land.** In order to provide for the removal of the

Released Land from the Leased Land, the Issuer and the Lessee hereby agree that the description of the Leased Land attached as Exhibit "A" to the Short Form Lease shall be deleted and replaced with the description of the Leased Land attached hereto as Exhibit A. This First Amendment to Short Form Lease shall be deemed to be effective as of the date hereof.

2. **Miscellaneous.**

(a) The Short Form Lease, as amended and/or modified by this First Amendment to Short Form Lease, is hereby ratified and reaffirmed. Except as specifically modified hereby, all of the terms, conditions and provisions of the Short Form Lease shall remain in full force and effect. In case of a conflict between the terms of the Short Form Lease and this First Amendment to Short Form Lease, this First Amendment to Short Form Lease shall control.

(b) This First Amendment to Short Form Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(c) This First Amendment to Short Form Lease shall be governed by the laws of the State of Georgia.

(d) This First Amendment to Short Form Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessee and the Issuer have caused this First Amendment to Short Form Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

LESSOR:

DEVELOPMENT AUTHORITY OF
ALPHARETTA

(SEAL)

Attest:

By: _____
Chairman

Secretary

Signed, sealed and
delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

[Signatures Continue on the Following Page]

LESSEE:

SWVP ALPHARETTA LLC

By: _____
Title:

(SEAL)

Attest:

Title:

Signed, sealed and
delivered in the presence of:

Witness

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF LEASED LAND

That certain real property located in Land Lots 1186, 1187, 1190 and 1191 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 37.55 acres and shown as Tract 2 on that certain plat entitled “Minor Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004”, dated May 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 468, Pages 77-79 of the records of the Clerk of Superior Court of Fulton, County, Georgia.

LESS AND EXCEPT:

That certain real property located in Land Lot 1187 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 4.23 acres and shown as Tract 2 on the second page of that certain plat entitled “Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004”, dated October 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 476, Pages 19 through 21 of the records of the Clerk of Superior Court of Fulton County, Georgia.

and

That certain real property located in Land Lots 1187, 1190 and 1191 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia consisting of 8.32 acres and shown as Tract 4 on the second page of that certain plat entitled “Subdivision Plat For: SWVP Alpharetta, LLC, Project Location 5555 Windward Parkway, Alpharetta, GA 30004”, dated October 17, 2024, prepared by Gaskins + LeCraw, Inc. under Job Number 03000001, and recorded at Plat Book 476, Pages 19 through 21 of the records of the Clerk of Superior Court of Fulton County, Georgia.



STAFF REPORT

Department: Economic Development

Submitted By: Charlie Jewell

Meeting Date: September 30, 2025

AGENDA ITEM:

Alpha Loop Foundation Memorandum of Understanding (2025 Lights on the Loop)

STAFF RECOMMENDATION:

Approve the September 30, 2025 Memorandum of Understanding with the Alpha Loop Foundation and authorize the Chair to execute all necessary documents.

ITEM DESCRIPTION:

A work session was held during the September 2, 2025 Alpharetta Development Authority meeting to consider a funding request from the Alpha Loop Foundation for its 2025 Lights on the Loop month-long event. This event will feature a light display and live entertainment along a one-mile stretch of the Alpha Loop trail and is expected to attract hundreds of visitors, highlighting the Alpha Loop as an economic development asset for the City and surrounding businesses.

Following discussion, there was consensus among Authority members to provide a \$20,000 contribution to support the event. Staff, in coordination with the Authority's general counsel, prepared a Memorandum of Understanding (MOU) outlining the terms of the contribution, which has been reviewed and accepted by the Alpha Loop Foundation. The MOU is enclosed in the packet for consideration by the Authority.

ATTACHMENTS:

1. Alpha Loop Foundation MOU (2025 Lights on the Loop)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “*MOU*”) is effective as of September 30, 2025, by and between Alpha Loop Foundation, Inc. (“*ALF*”) an Alpharetta-based, Georgia nonprofit 501(c)(3), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “*Authority*”), collectively referred to as (“the *Parties*”).

WITNESSETH:

WHEREAS, pursuant to Georgia law, including O.C.G.A. § 36-62-1 *et seq.*, the Authority has legal authority to provide funding to facilitate projects or programs within the authorized purposes of the Authority as defined by State law and the Authority’s governing documents; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development opportunities in and for the City of Alpharetta, Georgia (the “*City*”); and

WHEREAS, the Alpha Loop project is a system of multi-use trails, which, when completed, will tie together four of the City’s main activity center’s – Downtown, Avalon, Northwinds, and North Point – and will simultaneously improve travel and mobility within the City, spur economic development, and elevate the overall quality of life within the City; and

WHEREAS, ALF is an Alpharetta-based, Georgia nonprofit 501(c)(3) domestic nonprofit corporation that exists to support and promote the completion, development, and improvements to the Alpha Loop; and

WHEREAS, ALF has requested funding from the Development Authority to support its 2025 Lights on the Loop holiday event; and

WHEREAS, the Authority has determined that fulfilling ALF’s request for funding would promote economic development in the City and that the Authority’s funds are sufficient to support ALF’s request.

NOW, THEREFORE, in consideration of the premises and undertakings as herein set forth, it is agreed by and between ALF and the Authority as follows:

1. Funding. Assuming all other terms and conditions contained herein are satisfied, the Authority shall make funding available to ALF in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) to support ALF’s 2025 Lights on the Loop holiday event. The funds (the “*Authority Funds*”) shall be paid by the Authority to ALF in one (1) lump sum within a reasonable time after the effective date of this MOU. The Authority Funds shall only be used for expenses related to ALF’s 2025 Lights on the Loop event, including (but not limited to) the purchase, lease, or rental of equipment, and the provision of electrical service for the event, and in no case shall the Authority Funds be used for any purpose that is not related to the 2025 Lights on the Loop event. ALF agrees to administer the Authority Funds in accordance with the terms of this MOU, and the Authority Funds shall be used by ALF solely for the purposes stated herein.

Upon request by the Authority, ALF shall provide the Authority with an accounting of its use of the Authority Funds in support of the Lights on the Loop event. Should ALF not use the entirety of the Authority Funds in support of the stated purpose, ALF shall reimburse the Authority the funds that were not used in furtherance of the Lights on the Loop event.

2. **Term.** The term of this MOU shall commence upon the effective date as outlined above and shall terminate at the conclusion of the 2025 Lights on the Loop event. However, ALF's obligation to reimburse the Authority for any funds not used for the stated purpose herein shall survive the expiration or termination of this MOU.

3. **No Third-Party Beneficiaries.** Nothing contained in this MOU is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, or otherwise be deemed to create rights in any third party, including any agent, contractor, subcontractor, consultant, or subconsultant of ALF. Absolutely no third-party beneficiaries are intended by this MOU. Any third party receiving a benefit from this MOU is an incidental and unintended beneficiary only.

4. **Indemnification.** ALF shall defend, indemnify and hold harmless the City of Alpharetta, its officers, boards, commissions, authorities, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "City Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense, (hereinafter "Liabilities") which are the direct result of any third party allegations alleging willful, negligent or tortious conduct of ALF arising out of the services performed pursuant to this MOU or operations by ALF, any ALF subcontractor, anyone directly or indirectly employed by ALF, or anyone for whose acts ALF may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or City Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the City and City Parties shall survive expiration or termination of this MOU, provided that the claims are based upon or arise out of actions that occurred during the performance of this MOU.

5. **Entire Agreement.** This MOU constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this MOU. No other agreement, statement or promise relating to the subject matter of this MOU not contained in this MOU shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

6. **Counterparts.** This MOU may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7. **Applicable Law.** This MOU is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this MOU to be executed, sealed, and delivered, all as of the day and year first written above.

ALPHA LOOP FOUNDATION, INC.

By: _____
John Goss, President

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____
Jack Nugent, Chairman

(SEAL)

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Molly Esswein, Authority Legal Counsel