



City Council Meeting & Public
Hearing
DECEMBER 17, 2018

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 12/10/2018)

V. PUBLIC HEARING

A. PH-18-15 Waters Chase

NOTE: This case has been withdrawn by the applicant and will be neither heard nor discussed during this meeting.

Consideration of a request to change previous conditions of zoning to remove a requirement to construct a pedestrian bridge along Waters Road in conjunction with the Waters Chase subdivision. The property is located at 10610 & 10620 Waters Road and is legally described as being located in Land Lot 10, 1st District, 1st Section, Fulton County, Georgia.

B. PH-18-14 360 Tech Village

NOTE: This item has been deferred by the Applicant until Monday, January 28, 2019. It will not be considered at this meeting.

Consideration of a request to change previous conditions of zoning to extend reversion clauses related to building permit issuance of 'For-Rent' and 'Office' uses, as well as a change to the approved site plan to remove a 'Hotel' use. The property is located at the southwest corner of Haynes Bridge Road and Lakeview Parkway and is legally described as being located in Land Lots 744, 745, 752 & 753, 1st District, 2nd Section, Fulton County, Georgia.

C. MP-18-09 Encore Commons

Consideration of a request for master plan amendment to amend the North Point Business Center Master Plan Pod 9 to allow for a 10,500 square foot retail building and 6,800 square foot restaurant building within an existing office parking lot. The property is located at 100 & 200 North Point Center East and is legally described as being located in Land Lots 687, 688, 701 & 702 1st District, 2nd Section, Fulton County, Georgia.

D. CU-18-11 A-1 Driving School/11940 Alpharetta Highway
Consideration of a request for conditional use permit to allow 'School, Commercial' for A-1 Driving School. The property is located at 11940 Alpharetta Highway, Suite 112 and is legally described as being located in Land Lot 648 1st District, 2nd Section, Fulton County, Georgia.

E. MP-18-10 Notting Hill of Alpharetta

NOTE: This item has been deferred at the request of the applicant. It will be neither heard nor discussed during this meeting. The case will be placed on the January 14, 2018 City Council agenda.

Consideration of a request for master plan amendment to amend the Old Milton Holdings Master Plan to change 42 'For-Sale' stacked flat (condominium) units to 63 'For-Sale' townhome units. The property is located at 145, 155, 165, 175, 185 & 195 Thompson Street, 145, 157 & 179 Park Street and 2460 & 2450 Old Milton Parkway and is legally described as being located in Land Lot 749 & 802, 1st District, 2nd Section, Fulton County, Georgia.

VI. NEW BUSINESS

A. Authorize Additional Funding to Development Authority for Tech Alpharetta

B. Resolution Approving Execution of Amended and Restated Declaration and Omnibus Agreement

VII. PUBLIC COMMENT

VIII. REPORTS

IX. ADJOURNMENT



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: December 17, 2018

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 12/10/2018)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting Minutes 12-10-2018



City Council Meeting
December 10, 2018
Office of the City Clerk
ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA

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. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

❖ *Mayor Gilvin called the meeting to order at 6:30 p.m.*

II. ROLL CALL

- Council Members
 - Mayor Jim Gilvin
 - Mayor Pro Tem Donald F. Mitchell
 - Jason Binder
 - Ben Burnett
 - John Hipes
 - Dan Merkel
 - Karen Richard
- Staff
 - Bob Regus, City Administrator
 - Sam Thomas, City Attorney
 - James Drinkard, Asst. City Administrator
 - Peter Sewczwicz, Director of Public Works
 - John Robison, Director of Public Safety
 - Morgan Rodgers, Director of Recreation and Parks
 - Kathi Cook, Director of Community Development
 - Michael Woodman, Senior Planner

- Tom Harris, Director of Finance

III. PLEDGE TO THE FLAG

A. Council Meeting Minutes (Meeting of 11/26/2018 & 12/3/2018)

B. Alcoholic Beverage License Applications

PH-18-AB-58 Alpha Soda Restaurant Partners, LLC
d/b/a Alpha Soda
11760 Haynes Bridge
Road Alpharetta, GA
30009

Consumption on
Premises Beer, Wine,
Liquor Sunday Sales

Owner: Scott Boruff
Registered Agent: Brian
Heinze

PH-18-AB-59 Bed Bath & Beyond Inc.
d/b/a Bed Bath &
Beyond 6050 North
Point Parkway
Alpharetta, GA
30022

Owner: Eugene Castagna
Registered Agent: Michael
Sard

PH-18-AB-60 Open Prairie Concepts, LLC
d/b/a Prairie Kitchen &
Health 33 South Main
Street Ste. 101
Alpharetta, GA 30009

Owner: John Adams
Registered Agent: John
Adams

PH-18-AB-61 The Founders Club, LLC
d/b/a The Founders Club
33 South Main Street Ste. 401
Alpharetta, GA 30009

Owner: John Adams
Registered Agent: John
Adams

C. Financial Management Report: Month Ending October 31, 2018

- ❖ Mayor Pro Tem Mitchell offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously 6-0

V. PRESENTATIONS

A. GDOT - GA 400 Managed Lanes Access Points

- ❖ Council Member Binder joined the meeting
 - Tim Matthews and Michael Nader, with the Georgia Department of Transportation, came forward to make a presentation on the SR 400 Express Lanes Project

VI. PUBLIC HEARING

A. PH-18-18 / V-18-16: Baxley Subdivision Gated Community

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends Mayor and Council approve PH-18-18/V-18-16 Baxley Subdivision Private Street & Gated Community, subject to the following conditions:
 1. Property shall be developed substantially in accordance with site plan prepared by B.C. Engineering, Inc., revised 10/1/2018, 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.
 2. Development shall be gated with a private street and maintained by the HOA.
 3. Hammerhead turnaround shall be permitted in lieu of cul-de-sac and shall be constructed of pervious pavers.
 4. Project entrance, including open space area, shall include decorative landscaping (trees, shrubs, ornamentals, ground cover and seasonal plantings), as approved by Staff.
 5. Trees shall be saved as depicted on the plan prepared by Mondo Land Planning and Design, LLC, revised 10/8/2018.
 6. Land disturbance permit and final plat shall accommodate future City roundabout project at Hopewell Road and Vaughan Drive. Developer shall dedicate sufficient right-of-way to accommodate the roundabout, as depicted on plan prepared by POND.
 7. Developer shall construct a decorative wall or fence with brick or stone columns in conjunction with the gating of the subdivision, subject to Staff approval. Landscaped

medians at gated entrance shall include tree(s), as approved by Staff.

8. Gate access shall be provided by Siren, Key pad, Knox key and meet 2012 IFC 503.6.
 9. New private street shall be a minimum 50' right-of-way, including 10' travel lanes, curb and gutter, minimum 6' planting strips and minimum 5' sidewalks. Sidewalks shall extend the complete length of new street and shall connect to existing sidewalk along Hopewell Road. Street trees shall be planted within planting strip and shall be in addition to landscape strip trees. Planting strips and landscape strips shall be exclusive of utilities and easements.
- The applicant, Scott Reece on behalf of David Chatham, requests consideration to allow a private street within a gated residential subdivision, as well as a variance request to allow a hammerhead turnaround in lieu of a cul-de-sac. The subject property is located at 12780 & 12790 Hopewell Road on the west side of the intersection at Hopewell Road and Vaughan Drive.
 - The applicant proposes a new private street serving seven (7) 'For-Sale' single-family detached lots within a gated subdivision on 4.4 acres. A variance is requested to allow a hammerhead turnaround in lieu of a cul-de-sac. The subject property is located at 12780 & 12790 Hopewell Road on the west side of the intersection at Hopewell Road and Vaughan Drive.
 - The property consisting of two (2) parcels of land are zoned R-15 (Dwelling, 'For-Sale', Residential – Minimum 15,000 square foot lots) with one parcel developed with a single-family home and the other parcel being undeveloped. Surrounding properties are City of Milton to the north, Annover at North Town Subdivision (zoned R-15) to the south and west and Cottonwood Estates Retirement Living (zoned C-2) to the east.
 - The applicant requests a variance to allow a hammerhead turnaround instead of a cul-de-sac. Unified Development Code (UDC) Section 3.5.2 (E) requires that "Dead end streets designed to have one end permanently closed shall provide a cul-de-sac turnaround with a 50-foot minimum pavement radius and 60-foot right-of-way street be no more than 1,000 feet in length." The proposed hammerhead turnaround would require less impervious area and allow for more tree saves.
 - The submitted site plan depicts seven (7) single-family detached lots with lots ranging in size from 15,019 to 25,323 square feet, with an average lot size of 16,568 square feet. Depicted setbacks reflect approval of an administrative variance to reduce building setbacks by up to 20%. Access to the subdivision is from a new private street, Baxley Lane, which aligns with the intersection at Hopewell Road and Vaughan Drive. The City has a concept plan, prepared by POND, for a roundabout at the intersection of Hopewell Road and Vaughan Drive, which aligns with the proposed subdivision entrance. The applicant has agreed to provide sufficient right-of-way to accommodate the roundabout. A hammerhead turnaround is depicted with a turnaround between Lots 6 and 7.

- The applicant provide a tree survey, tree assessment and tree replacement plan. Tree saves are depicted along the southern boundary, as well as a 31" Oak, shown to be in 'Good' condition and located on Lot 7. A stormwater management area is depicted at the rear of the property southwest of Lot 6.
- City departments were consulted on this request and expressed no concerns with the applicant's proposal to allow private streets within a gated subdivision and a hammerhead turnaround in lieu of a cul-de-sac.
- Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request to allow private streets within a gated community and variance to allow a hammerhead turnaround. The variance request can be supported given the size and shape of the property and the hammerhead design would result in less impervious area and allow for more tree saves on the property.
- The CZIM was held on November 14, 2018. There were no comments on the sign-in sheet.
- Scott Reese, came forward to present this item on behalf of the applicant

Public Comment

- Janet Talluto, 2104 Windrush Lane, Alpharetta, GA came forward to speak on this item
- Sandra Johnson, 4104 Windrush Lane, Alpharetta, GA came forward to speak on this item

❖ Council Member Richard offered a motion to approve PH-18-18/V-18-16 Baxley Subdivision Private Street & Gated Community, subject to the following conditions:

1. Property shall be developed substantially in accordance with site plan prepared by B.C. Engineering, Inc., revised 10/1/2018, 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.
2. Development shall be gated with a private street and maintained by the HOA.
3. Hammerhead turnaround shall be permitted in lieu of cul-de-sac and shall be constructed of pervious pavers.
4. Project entrance, including open space area, shall include decorative landscaping (trees, shrubs, ornamentals, ground cover and seasonal plantings), as approved by Staff.
5. Trees shall be saved as depicted on the plan prepared by Mondo Land Planning and Design, LLC, revised 10/8/2018.
6. Land disturbance permit and final plat shall accommodate future City roundabout project at Hopewell Road and Vaughan Drive. Developer shall dedicate sufficient right-of-way to accommodate the roundabout, as depicted on plan prepared by POND pursuant to a development agreement.

7. Developer shall construct a decorative wall or fence with brick or stone columns in conjunction with the gating of the subdivision, subject to Staff approval. Landscaped medians at gated entrance shall include tree(s), as approved by Staff.
8. Gate access shall be provided by Siren, Key pad, Knox key and meet 2012 IFC 503.6.
9. New private street shall be a minimum 50' right-of-way, including 10' travel lanes, curb and gutter, minimum 6' planting strips and minimum 5' sidewalks. Sidewalks shall extend the complete length of new street and shall connect to existing sidewalk along Hopewell Road. Street trees shall be planted within planting strip and shall be in addition to landscape strip trees. Planting strips and landscape strips shall be exclusive of utilities and easements.

- The motion received a second from Council Member Burnett
- The motion was approved unanimously 7-0

B. V-18-15: 133 Upshaw Drive Stream Buffer Variance

- Senior Planner, Michael Woodman, came forward to present this item
- Staff recommends Mayor and Council approve V-18-15 133 Upshaw/Stream Buffer Variance, subject to the following conditions:
 1. Encroachment shall be limited to submitted plans, prepared by Canopy Consultants, dated 10/31/2018.
 2. Final plat shall be required depicting the additional 250 square feet of stream buffer at the rear of the property.
 3. Property owner shall return the 25' State buffer to undisturbed native vegetation, as described on plans submitted by Canopy Consultants, dated 10/31/2018.
- The applicant, Alex Phillips on behalf of the property owner, is requesting consideration of a variance to allow for renovations to an existing home that was previously constructed within a stream buffer and impervious setback.
- The property owner proposes renovations to the home, including the addition of a 2-car garage, master bedroom and bath and front and rear covered porches. The subject property is located at 133 Upshaw Drive in the Meadow Brook Hills subdivision off Mayfield Road.
- The submitted request, if approved, would allow for renovations to an existing single-family home that was constructed within a stream buffer and impervious setback. The applicant proposes renovations to the home, including the addition of a 2-car garage, master bedroom and bath and front and rear covered porches. The property is located at 133 Upshaw Drive in the Meadow Brook Hills subdivision off Mayfield Road.
- The property is zoned R-15 (Dwelling, 'For-Sale', Residential). Surrounding properties are zoned R-15 to the north and west, SU (Special Use) to the south and R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential) to the east.

- Meadow Brook Hills Subdivision is located to the north and west, Independence High School to the south and Canton Street Commons Subdivision is currently under construction and located to the east.
- The subject property is a 0.41-acre single-family detached lot developed with a 1-story, 1,075 square foot home with carport and built in 1964. A non-perennial stream runs along the south side of the property and encumbers much of the property with a 50' undisturbed buffer and 75' impervious setback.
- Nearly 63% of the lot, and almost the entire front yard, is impacted by the buffer and impervious setback. The existing home is partially within the State's 25' buffer and completely within the City's 50' stream buffer and 75' impervious setback. There are also several good quality Oaks and other hardwoods at the rear of the property that further restrict the buildable area of the site. Not including building setbacks or the buffer/impervious setback, trees in the rear yard impact another 2,534 square feet or 14% of the lot.
- Unified Development Code (UDC) Section 3.3.6(C)(1)(a) Stream Buffer Protection – Land Development Requirements requires a 50' undisturbed natural vegetative buffer on both banks of a non-perennial stream and an additional 25' impervious setback. Impervious cover is prohibited within the 25' impervious setback, which includes man-made structures that impede the natural infiltration of water into the ground.
- The applicant's plans depict interior and exterior renovations to the home, including the addition of a 2- car garage, master bedroom and bath and front and rear covered porches. The proposed addition would increase the size of the home from 1,273 square feet (under roof) to 2,996 square feet (under roof) or a total of 1,840 square feet of heated space.
- The renovations would result in 53 square feet of additional encroachment into the City's stream buffer and 180 square feet of additional encroachment into the City's impervious setback.
- The applicant proposes 250 square feet of additional stream buffer at the rear of the property to off-set the 233 square feet of new encroachment. In addition, the applicant would return the 25' State buffer to undisturbed native vegetation by over seeding with native grasses and forbes, allowing volunteer native trees to seed in and edging the area with a mulch strip to define the front yard from the stream buffer. Meadow Brook Hills Subdivision was developed prior to a change in the UDC prohibiting stream buffers to be located on residential lots.
- The report submitted by the applicant states that the adjacent property owners were contacted regarding the applicant's intent. The applicant secured signed letters of no objection from the adjacent property owners.
- The CZIM was held on November 14, 2018. There were no comments on the sign-in sheet.

Public Comment

None

- ❖ Council Member Richard offered a motion to approve the V-18-15 133 Upshaw/Stream Buffer Variance, subject to the staff conditions
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously 7-0

C. E-18-10: Wellstar Sign Exception

- Senior Planner, Michael Woodman, came forward to present this item
- Council Member Burnett recused himself from this item
- Staff recommends Mayor and Council approve E-18-10 WellStar Sign Exception, subject to the following conditions:
 1. Wall sign location, number, size, type and color shall be limited to submitted plans, except to comply with the conditions below, as approval by Staff.
 2. The proposed wall signs shall be illuminated as depicted in the submitted sign package, except that the 3 'WellStar' logo signs shall not have an internally-illuminated sign face.
 3. No additional wall signs shall be permitted on the building.
- The applicant, WellStar, is requesting consideration of a sign exception to allow a total of two (2) additional wall signs for the WellStar medical office building. The applicant proposes to aggregate allowable wall sign area and distribute over the north, south and west building elevations. The subject property is located at 2450 Old Milton Parkway at the northwest corner of Old Milton Parkway and Park Street.
- The submitted request, if approved, would allow sign area to be aggregated and distributed over the north, south and west elevations of the WellStar medical office building. The Unified Development Code (UDC) allows one (1) wall sign per road frontage and one (1) wall sign per elevation, as well as one (1) wall sign on an elevation backing up to a parking lot in the Downtown. The subject property is located at 2450 Old Milton Parkway at the northwest corner of Old Milton Parkway and Park Street.
- The subject property is zoned MU (Mixed Use) subject to the Old Milton Holdings Master Plan and is currently being developed with a 2-story, 40,000 square foot medical office building for WellStar. Surrounding properties are zoned MU to the north, west and east, O-P (Office-Professional) to the west and R-12 (Dwelling, 'For-Sale', Residential) and O-P to the south.
- UDC Section 2.6.12 (E)(2) Free-Standing Commercial Establishments not located

within a Shopping Center, Office Park or Industrial Park, Wall Signs states, "One (1) wall sign per road frontage for each tenant space no greater than one square foot (1 sq. ft.) of area per one linear foot (1 ln. ft.) of tenant frontage; provided, however, no more than 2 wall signs shall be allowed for a tenant space."

- The building is 184' along Old Milton Parkway and 103.33' on Park Street. One (1) additional wall sign up to 24 square feet is permitted on MU-zoned properties in the Downtown that back onto a parking lot and attached to said elevation.
- The applicant requests two (2) additional wall signs and 77 square feet less (-27%) in total sign area than what is permitted by the Sign Code.
- The applicant's sign package proposes two (2) wall signs on both the south elevation facing Old Milton Parkway and north elevation. Building identifier sign panels, including the text 'WellStar Avalon Health Park', are depicted at the top of the north and south building elevations with LED illumination from above. The 'WellStar' logo is proposed as a canopy sign on the elevation facing Old Milton Parkway and as wall signs on the north and west elevations.
- The 'WellStar' logo wall signs are proposed to be channel letters with internal illumination. No wall or canopy signs are proposed on the east elevation facing Park Street.
- Staff has reviewed the application and is in general agreement with the requested sign exception. The sign exception criteria have been met and the applicant's request should not impact surrounding properties. The applicant is permitted a total wall sign area of 283.33 square feet, of which the applicant proposes 206.18 square feet in wall sign area for the five (5) proposed signs.
- If approved, conditions are recommended limiting the size, location and type of signs permitted, as well as limiting additional wall signs on the building. Smaller signs will be more aesthetically pleasing than one (1) large, 156 square foot wall sign on the front of the building and facing Old Milton Parkway.
- The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that no comments were received.
- The CZIM was held on October 10, 2018. No one signed-in and there were no comments on the request.
- Applicant came forward

Public Comment

None

- ❖ Council Member Richard offered a motion to approve the E-18-10 WellStar Sign Exception subject to the 3 staff conditions
 - The motion received a second from Council Member Merkel
 - The motion was approved 5-1; Hipes voting no

VII. NEW BUSINESS

A. Award of ITB 19-006 Multiple Sidewalk Segments

- ❖ Council Member Burnett returned to the meeting
 - Director of Public Works, Pete Sewczwicz, came forward to present this item.
 - The staff recommends Mayor and Council please award ITB 19-006 to A1 Contracting, LLC in the amount of \$926,423.00 for the Multiple Sidewalk Segments Project; allocate funds in the amount of \$20,000.00 for utility relocations; and authorize the Mayor to execute all necessary documents.
 - The award of this bid is for the construction of a total of three sidewalk segments along Charlotte Drive and Providence Road. All three segments were identified as part of the 2016 Bond.
 - The scope of work at each location is as follows:
 - Charlotte Road - Construction of approximately 1,910 linear feet of sidewalk along the west side of Charlotte Drive from the existing sidewalk south of Old Place Drive to the existing sidewalk north of Lillian Drive. Curb and gutter will not be installed along this stretch of sidewalk in keeping with the existing sidewalk. Completion of this gap will provide contiguous sidewalk along the west side of Charlotte Drive from Mid Broadwell Road to Rucker Road.
 - Providence Road, North Gap - Construction of approximately 2,400 linear feet of sidewalk along the west side of Providence Road from the City Limits to existing sidewalk north of Bates Road. Curb and gutter will only be installed across the frontage of Providence Plantation Subdivision where it exists today. The remainder of the sidewalk will not be constructed with curb and gutter in keeping with the existing sidewalk north of Bates Road.
 - Providence Road, South Gap - Construction of approximately 575 linear feet of sidewalk along the west side of Providence Road from existing sidewalk south of Bates Road to existing sidewalk north of Mayfield Road. Curb and gutter will be installed along the entire stretch of sidewalk in keeping with the existing sidewalk. The completion of both Providence Road gaps will provide contiguous sidewalk along the west side of Providence Road from the City Limits to Mayfield Road.
 - The Department of Public Works prepared plans and specifications for the sidewalk projects and advertised for competitive bids during September and

October 2018. Bids for the project were received on October 25, 2018 and the City received a total of seven bids from the following:

A1 Contracting, LLC	\$ 926,423.00
Ohmshiv Construction, LLC	\$ 956,107.00
Autaco Development, LLC	\$ 973,906.00
Sol Construction, LLC	\$ 1,008,929.90
Precision 2000, Inc.	\$ 1,064,304.40
Excellere Construction, LLC	\$ 1,068,500.00
TriScapes Inc.	\$ 1,106,345.24

- The apparent low bidder, A1 Contracting, LLC is an experienced contractor which has worked on several projects with similar elements in Georgia for multiple governmental agencies including City of Adairsville, City of Jonesboro, and City of Union City. The contacted references stated that A1 Contracting LLC provided reliable work on time and within budget and would utilize their services again.
- Staff met with representatives of A1 Contracting, LLC to review the scope of work and the City's expectations. A1 Contracting, LLC assured Staff that they could complete the project for the bid amount and within the allocated time frame. Thus, staff determined A1 Contracting, LLC to be the lowest responsive and responsible bidder.
- The construction of the Providence Road – North Gap sidewalk segment will necessitate the relocation of one utility pole. Costs for this relocation will be paid by the City directly to the utility owner. The cost of this relocation is anticipated to be no more than \$20,000.00.
- Once a contract with A1 Contracting, LLC has been finalized and executed, construction may begin immediately. The anticipated completion date for work at all locations is no more than 240 days from notice to proceed. Work along Charlotte Drive shall be substantially completed within 90 calendar days of starting work at that location.
- Work associated with the Providence Road – North Gap shall be substantially completed within 120 calendar days of starting work at that location. Work associated with the Providence Road – South Gap shall be substantially completed within 30 calendar days of starting work at that location.
- The scope of work for the base bid of this offering also included the construction of approximately 350 linear feet of sidewalk along the east side of Marstrow Drive, from the existing sidewalk opposite Arklow Drive to Crabapple Road / S.R. 372. Costs associated with this segment came in significantly above (approximately 2.5 to 6 times) the original estimate.
- Based on the elevated construction cost, the removal of several mature hardwood trees (some on private property), and feedback from the affected property

owner, Staff recommends removal of that segment from the project scope. Should Mayor and Council wish to move forward with the Marstrow Drive sidewalk gap, the low bidder remains A1 Contracting, LLC. Their total bid would increase by \$128,508.00 to a total of \$1,054,931.00 and an additional 30 calendar days would be added to the contract duration.

Public Comment

None

- ❖ Mayor Pro Tem Mitchell offered a motion to award ITB 19-006 to A1 Contracting, LLC in an amount not to exceed \$926,423.00 for the Multiple Sidewalk Segments Project; allocate funds in the amount of \$20,000.00 for utility relocations; and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously 7-0

B. Mannings Ridge Drainage Improvement

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The staff recommends Mayor and Council approve funding in the amount of \$190,000.00 (\$90,000.00 to Butch Thompson Enterprises, Inc. and (\$100,000.00 to IPR) for drainage repairs including pipe lining, pipe flushing, stormwater structure installation, and pipe installation at Mannings Ridge subdivision and authorize the Mayor to execute all necessary documents.
- During the course of routine storm inspections and through residential drainage inquiries, Public Works was notified of a sinkhole forming near the Mannings Ridge subdivision pool. Because no utility pipes were in the direct vicinity of the sinkhole, it was originally believed to have formed due to decomposed buried organic material. Based on this, Mannings Ridge HOA incurred the cost of filling the sinkhole.
- Unfortunately the sinkhole returned within a few weeks. This quick return indicated that there may be another cause. Public Works hired Southern Hydrovac to excavate the area to help investigate the cause of the failure. After digging, Public Works found a previously unknown stormwater pipe located under the subdivision pool. The sinkhole occurred directly above significant joint failure in the pipe. Based on this finding, Public Works has agreed to reimburse the Mannings Ridge HOA for the sinkhole fill work previously completed. The cost of the reimbursable is approximately \$2,500.
- The proposed repair will include pipe flushing, pipe lining, installation of a new stormwater manhole, and replacement of a section of stormwater pipe. The pipe and structure immediately downstream of the sinkhole is clogged with sediment. This pipe needs to be cleaned and inspected prior to installation of the new pipe. Based on the age of the subdivision, the condition of other metal

pipes within the subdivision, stream flow, and the location of the roadway, Public Works anticipates that pipe lining will be necessary in this 54" pipe. Pipe replacement is also a possibility, but we are hopeful that replacement is unnecessary.

- Additionally, since the City has been accomplishing other lining projects in the subdivision and will be rehabilitating most of this drainage system, it makes economic sense to line the remaining 135 linear feet of existing 18" metal pipe and 130 linear feet of 48" metal pipe. Based on previous history of the subdivision, the 48" and 18" pipe mentioned above will need to be lined in the near future.
- In order to replace the pipe and restore flow, the contractor will need to dam a small section of the Mannings Ridge Lake and remove sediment in front of an existing headwall and from the piped system. This work will require temporarily bypassing the live stream that flows through the partially clogged pipe into the lake and will require restabilizing the entire area with sod and mulch upon completion.
- It will further include removal of some small willow trees near the lake edge at the headwall. The removal of these trees is necessary for access and maintenance of the integrity of the headwall and pipe.
- Mannings Ridge Subdivision has experienced sedimentation in their lake over the years. Sedimentation on in-stream ponds is expected as streams naturally transport soil. Once the stream enters the pond, water is slowed down and sediment drops out of suspension. This is a natural occurrence and not a cause for concern unless severe erosion is occurring upstream.
- Decades of sediment deposition from normal stream flow will require dredging. Dredging in-stream ponds to restore design volume is considered standard maintenance for in-stream ponds and does require permitting from city, state, and federal governments.
- Based on the size of the sinkhole, it is anticipated that approximately 44 cubic yards of sediment washed into the downstream pipe and pond could have been caused by this sinkhole. This project will remove more than 44 cubic yards of sediment at the headwall and inside the pipes in order to perform the inspection on the 54" pipe and install a new stormwater structure and 18" pipe.
- Mannings Ridge Lake was designed with approximately 1.5 acres of surface area and an average depth of 5 feet of water. The City does not have information on the amount of sediment currently inside the pond, but if conservatively estimated to have silted in by one foot over that 1.5 acres, the sediment volume would be approximately 2,420 cubic yards. Based on that, our estimated 44 cubic yards of impact from the sinkhole is negligible.

This project would involve two of our on-call contractors, IPR and Butch Thompson Enterprises, Inc. The scope of this project falls within the extents of their respective contracts. This task order was not part of the scheduled annual repair work funded and approved by Council in the FY 2019 Capital Budget.

- Therefore, this request is for additional funds to be allocated to IPR and Butch Thompson Enterprises, Inc. from the Pipe / Storm Structure Repair and Maintenance account. By assigning this money to these repairs, the City will potentially need to push repairs at Lantern Ridge, Lynn Circle, and Meadow Drive to FY2020 due insufficient funds to accomplish the work.

Public Comment

- Jill McMullan, 1085 Pine Grove Dr, Alpharetta, GA came forward to speak on this item
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the approve funding in the amount of \$190,000.00 (\$90,000.00 to Butch Thompson Enterprises, Inc. and (\$100,000.00 to IPR) for drainage repairs including pipe lining, pipe flushing, stormwater structure installation, and pipe installation at Mannings Ridge subdivision and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously 7-0

C. Board And Commission Appointments

- ❖ Council Member Richard offered a motion to reappoint the 5 sitting board members for Code Enforcement Board: Wayne Rand, Fred Smith, Dick Freeman, Mark Wingate, and Jim Cregge and to nominate Barb Oswald to fill the 6th seat
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously 7-0
- Council Member Binder appointed Sandra Kinney to the Natural Resource Commission *(no vote required)*
- ❖ Council Member Hipes offered a motion to appoint Scott Wharton to serve as alternate on the Board of Zoning Appeals
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously 7-0

VIII. WORKSHOP

A. Georgia Power - LED Street Lights

- The Director of Public Works, Pete Sewczwicz, came forward to present this item

- Staff recommends Mayor and Council please approve Public Works and Finance to continue moving forward with Georgia Power to convert the high pressure sodium lights to LED lights that are along City Streets.
- Over the last couple of years, Public Works and Finance have been working with Georgia Power to finish an audit of the various lighting elements in the City. These elements consist of street light, pedestrian lights, parking lot lights, etc...Through the audit it was determined the City has 5,308 lights. Upon completion of the audit, Georgia Power contacted the City to discuss a LED conversion project. The street lights within the City would be converted from high pressure sodium to LED. Accomplishing the audit helped significantly in determining which lights are street lights and which lights are 'pedestrian' lights. Pedestrian lights are those within City Center, along Milton Avenue, Roswell, Canton Street, etc...
- Georgia Power determined the City has 4,467 street lights that can be converted. Note, subdivisions built over the last couple of years have been installing LED lights, not high pressure sodium fixtures. Based on the usage and maintenance rates of high pressure sodium fixtures and of those LED, the City will save \$6,770.57 per month or \$81,246.84 per year.
- The LED fixture and arm to be installed will match as closely as the existing fixtures that are currently on the various poles in the City. For example, if there is a bronze fixture then the pole and fixture will be brown. Comparatively, if the fixture and mounting hardware are grey/silver then the fixture and arm will be of similar color.
- In addition to the roadway lights converted over to LED, Georgia Power will be installing a Network Lighting Control (NLC) to each light. The NLC is a device that reports back to GP when a light is out, not operating properly, or if there are issues associated with the wiring and or temperature of the lights. Currently, citizens and or Public Works log onto GP's website and report a street light out. When the NLC's are installed there will be no need to report the issue since GP will have the capabilities of knowing the light is out via the NLC. Installing NLC's should reduce the amount of time the street light is out.

IX. PUBLIC COMMENT

None

X. REPORTS

- Council Member Hipes shared his appreciation to the Recreation and Parks Department for the downtown holiday decorations
- Council Member Binder added his appreciation for the Special Events Department and all the hard work they put in for the recent holiday events despite the weather interference
- Mayor Pro Tem Mitchell announced that the Department of Public Works won an award for the "Best Post-construction Stormwater Management Practices for a Large Utility"
- Council Member Richard reminded everyone of the upcoming Community Zoning Information Meeting on Wednesday, December 12th at 6pm at City Hall

XI. ADJOURNMENT

- ❖ Council Member Binder offered a motion to adjourn
 - The motion received a second from Council Member Merkel
 - The motion was approved 6-1

Respectfully submitted,

A handwritten signature in black ink that reads "Coty Thigpen". The signature is written in a cursive, flowing style.

Coty Thigpen, City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: December 17, 2018

I. AGENDA ITEM TITLE: PH-18-15 WATERS CHASE

NOTE: THIS CASE HAS BEEN WITHDRAWN BY THE APPLICANT AND WILL BE NEITHER HEARD NOR DISCUSSED DURING THIS MEETING.

CONSIDERATION OF A REQUEST TO CHANGE PREVIOUS CONDITIONS OF ZONING TO REMOVE A REQUIREMENT TO CONSTRUCT A PEDESTRIAN BRIDGE ALONG WATERS ROAD IN CONJUNCTION WITH THE WATERS CHASE SUBDIVISION. THE PROPERTY IS LOCATED AT 10610 & 10620 WATERS ROAD AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 10, 1ST DISTRICT, 1ST SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: December 17, 2018

I. AGENDA ITEM TITLE: PH-18-14 360 TECH VILLAGE

NOTE: THIS ITEM HAS BEEN DEFERRED BY THE APPLICANT UNTIL MONDAY, JANUARY 28, 2019. IT WILL NOT BE CONSIDERED AT THIS MEETING.

CONSIDERATION OF A REQUEST TO CHANGE PREVIOUS CONDITIONS OF ZONING TO EXTEND REVERSION CLAUSES RELATED TO BUILDING PERMIT ISSUANCE OF 'FOR-RENT' AND 'OFFICE' USES, AS WELL AS A CHANGE TO THE APPROVED SITE PLAN TO REMOVE A 'HOTEL' USE. THE PROPERTY IS LOCATED AT THE SOUTHWEST CORNER OF HAYNES BRIDGE ROAD AND LAKEVIEW PARKWAY AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 744, 745, 752 & 753, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: MP-18-09 ENCORE COMMONS/NORTH POINT BUSINESS CENTER MASTER PLAN

CITY COUNCIL: DECEMBER 17, 2018

This item was heard at the 12/6/2018 Planning Commission meeting. Staff recommended approval of the item subject to 12 conditions. There were no public comments on this item. After discussion, Planning Commission recommended to approve, subject to staff's recommended conditions and 2 changes. Vote (7-0)

II. STAFF RECOMMENDATION:

Approve MP-18-09 Encore Commons/North Point Business Center Master Plan, subject to the following conditions (RED text below indicates changes by the Planning Commission):

1. Property shall be developed substantially as depicted on the plan prepared by Paulson Mitchell, Inc., dated 11/29/2018, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Restaurant/Retail buildings shall be limited to no more than 17,300 square feet. Total retail square footage shall not exceed 10,500 square feet.
3. Pod 9 uses shall be limited to restaurant, office or service retail that serves office employees ~~as-stated below:~~
 - a. Office (professional and medical) – Primary Use
 - b. Animal Hospital, Small Animal
 - c. Art Gallery
 - d. Associations (Clubs and Lodges)
 - e. Athletic Facility/Fitness Studio
 - f. Bakery
 - g. Barber Shop
 - h. Beauty Shop
 - i. Book Store
 - j. Brewery
 - k. Dance Studio
 - l. Drug Store (Pharmacy)
 - m. Dry Cleaning, Pick-up Station
 - n. Florist
 - o. Grocery Store
 - p. Hardware Store
 - q. Laundry, Pick-up Station
 - r. Pet Grooming
 - s. Print Shop
 - t. Restaurant (without drive-through)
 - u. Retail Establishment (not to exceed 5,000 square feet)
 - v. School, Commercial
 - w. ~~Services uses associated with office, which are located within office buildings, such as athletic facility/fitness studio, food service/restaurant, print shop, laundry/dry cleaning drop-off, etc.)~~
4. Maximum building setbacks from North Point Parkway and Encore Parkway shall be 10'.

5. Building elevations shall comply with the North Point Overlay with respect to building design and material regulations and shall be subject to final approval by DRB.
6. Developer shall improve the North Point Parkway streetscape as provided for in Section 2.10 (B) Site Regulation Table, as approved by Staff. Developer shall dedicate sufficient right-of-way to accommodate the sidewalk along North Point Parkway in the public right-of-way.
7. Property owner shall provide a mutually agreed upon easement over 2.28-acre property owned by BRI 1870 North Point LLC (PIN 12 261006870474). Easement shall allow City to develop property as a park. Permanent easement shall satisfy EcoDistrict measures for the proposed development. If agreement is not provided, applicant shall provide other means to provide compliance with EcoDistrict measures, with final approval by Council.
8. Pedestrian amenities including pathways, lighting, and benches should be included throughout the development and amenity areas.
9. Applicant shall make an effort to determine if any existing landscaping (trees and shrubs) can be spaded and relocated on-site to enhance the maturity level of landscaping at time of project completion.
10. Replace any dead, dying or missing landscape material in required landscape strips and landscape islands.
11. Dumpster enclosures shall maintain a 50' setback from the nearest public right-of-way.
12. New utilities shall be placed underground.

III. REPORT IN BRIEF:

The applicant, Sidney Howman of Paulson Mitchell, is requesting an amendment to North Point Business Center Master Plan Pod 9 to add 'Restaurant without drive-through and 'Retail sales establishment' to the list of permitted uses to allow for the construction of a 1-story, 10,500 square foot retail building and a 1-story, 6,800 square foot restaurant building on a 13.9 acre property developed with two (2), 6-story office buildings. The subject property is located at 100 & 200 North Point Center East at the northeast corner of North Point Parkway and Encore Parkway.

DISCUSSION

The submitted request, if approved, would allow for the construction of a 1-story, 10,500 square foot retail building and a 1-story, 6,800 square foot restaurant building on a 13.9 acre property developed with two (2), 6-story office buildings. The property is subject to the North Point Business Center Master Plan Pod 9, which allows office as the primary use with accessory retail service uses allowed within an office building. The subject property is located at 100 & 200 North Point Center East at the northeast corner of North Point Parkway and Encore Parkway.

The property is zoned PSC (Planned Shopping Center) and is developed with two (2), 6-story office buildings surrounded by surface parking. Surrounding properties are zoned PSC and subject to the North Point Business Center Master Plan, except that the North Point Mall property to the east is subject to its own Master Plan. Non-residential uses surround the property, including office buildings owned by the applicant to the north, North Point Mall to the east, Mansell Crossing shopping center to the west and Ethan Allen and flood plain owned by the applicant to the south. The Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed uses.

The North Point Business Center (MP-91-07) Master Plan was approved in 1991 for a 320-acre master planned office, shopping center and other retail uses. The Master Plan includes eleven (11) pods, of which six (6) pods are designated 'Office', four (4) 'Retail/Shopping Center' and one (1) 'High Density Residential'. Pod 9 was approved for 'Office' with a maximum building height of 20 stories and maximum density of 547,200 square feet. Condition #7 required that Pod 9 to be developed as office use only.

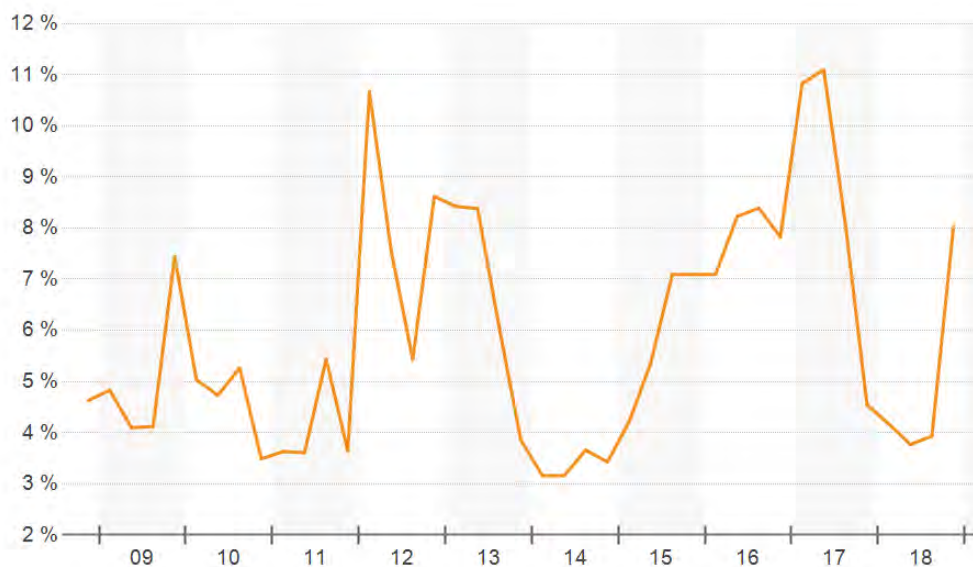
However, a stipulation in the condition allowed the applicant for Pod 9 to request retail use, if the property to the west is approved for a master plan to allow retail use. The property to the west is part of the Regency Park Master Plan and is approved for retail use. As shown in the table below, there have been several amendments to the North Point Business Center Master Plan over the years.

North Point Business Center Master Plan and Amendments (Approved)

File #	Pod	Request
MP-91-07		Original Master Plan
CLUP-95-10/Z-95-17/MP-95-06	4	To allow 264 For-Rent units
MP-96-05	2	Increase height and density to allow hotel for LaQuinta Inn
MP-08-06/PH-08-04/CU-08-05	3	Spa Services for Hand & Stone Spa
CLUP-11-03/Z-11-04/MP-11-02	1	To allow freestanding retail use on a pod approved for office
MP-12-04/CU-12-05	1	To allow restaurant with drive-through for Pollo Tropical

The North Point LCI was developed in 2008 with a 10-year update adopted in February 2018. The vision for the LCI is to become a walkable, mixed-use village with a focus on sustainability, greenspace and connectivity. The subject property is located in Priority Area 1, which envisions lining Encore Parkway and North Point Parkway with buildings and uses that contribute to a walkable mixed-use environment.

The LCI market study identifies a need for certain retail service uses, such as drug store/pharmacy, hardware store and grocery store. The applicant has stated that they are speaking to three (3) prospective users of the proposed commercial buildings. However, the applicant cannot disclose the specific users at this time. The applicant states that they are speaking to a national cellphone retailer, casual dining restaurant and dental office. Given the amount of retail already existing in the North Point Parkway corridor, conditions are recommended limiting retail uses to those that serve office workers or retail identified within North Point LCI. As shown in the graph below, retail vacancy rates in the North Point Parkway corridor over the last 10 years shows that cyclical highs in retail vacancy rates are continuing to increase. The corridor experience a retail vacancy high of 7.4% in late 2009, then a high of 10.7 % in early 2012 and 11.2% in mid-2017. 2018 retail vacancy rates have increased from a low of 3.8% in mid-2018 to nearly 8% today.



SITE PLAN

The 13.9-acre site is currently developed with two (2), 6-story office buildings surrounded by surface parking. The office buildings were constructed in 1995 and 1996 and have a total floor area of 260,676 square feet. There are 1,145 surface parking spaces on the site today serving the office buildings.

The submitted site plan depicts a 1-story, 10,500 square foot retail building oriented to North Point Parkway and a 1-story, 6,800 square foot restaurant building oriented to the corner of North Point Parkway and Encore Parkway. The retail/restaurant buildings are depicted within 1.47 acres of the existing surface parking lot. The property has frontage on Encore Parkway and North Point Parkway, of which Encore is a Type 'C' Corridor in the North Point Overlay requiring a 0' to 10' building setback. North Point Parkway is a Type 'B' Corridor, which has a minimum building setback of 10' and a maximum setback of 60'.

Unified Development Code (UDC) Parking regulations and North Point Overlay requirements would require 931 parking spaces for the existing office buildings and proposed restaurant and retail buildings. The site plan depicts 980 surface parking spaces provided on the site. While the North Point Overlay limits the impervious area of surface parking stalls to no more than the surface area of the building they serve, the applicant's proposal represents redevelopment of an existing surface parking lot (removal of 165 surface parking spaces) on a developed site.

Vehicular access to the site is from existing driveways on North Point Center East and North Point Circle. A pedestrian connection is provided between Bldg. 100 (office building) and the proposed restaurant/retail buildings. The Encore Parkway streetscape project was recently completed with no additional improvements required on Encore. A new ten-foot (10') sidewalk is depicted along North Point Parkway.

The North Point Overlay has an open space requirement of 15%, which includes amenity and civic space. The site plan depicts open space around the proposed buildings, including outdoor patio/dining areas, lawns and a plaza. The applicant's proposal also represents a 40% increase to the existing building footprint on the site. Therefore, the applicant must incorporate a minimum of two (2) EcoDistrict points into the proposed development. Staff has encouraged the applicant to meet its EcoDistrict point requirements by providing a permanent easement over the applicant's 2.3-acre property to the south and adjacent to the Big Creek Greenway. The North Point LCI discusses utilizing the Big Creek Greenway to its full potential by improving accessibility and visibility of the Greenway. The easement would facilitate opening up the Big Creek Greenway to the North Point area. If the applicant is unable provide the easement, there are a number of measures available to meet the two (2) EcoDistrict points, including the provision of an enhanced bus shelter, sustainable landscaping, energy- and water-efficient fixtures, additional civic, space, etc.

The property is developed as a surface parking lot, which includes trees in parking islands and landscape strip trees. The applicant's tree survey and assessment identify several trees that are in 'Good' condition. If approved, it is recommended that the developer explore spading and relocating existing landscape trees on the property to enhance the maturity level of landscaping at time of project completion.

TRAFFIC

The applicant provided a trip generation report. As shown in the table below, the proposed use would generate 100 PM Peak Hour trips.

TABLE 1 – TRIP GENERATION								
Land Use	Size	AM Peak Hour			PM Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
Shopping Center	10,500 sf	97	60	157	49	54	103	1,298
	<i>Pass-by Trips (0%) 34%</i>	0	0	0	-16	-18	-34	-340
Quality Restaurant	6,800 sf	2	3	5	36	17	53	570
	<i>Pass-by Trips (0%) 43%</i>	0	0	0	-15	-7	-22	-220
Total Trips (without Reductions)		99	63	162	85	71	156	1,868
New External Trips (with Reductions)		99	63	162	54	46	100	1,308

*Daily pass-by reduction estimated to be least of applied PM peak hour pass-by rate or ten times the PM pass-by volume

PSC (PLANNED SHOPPING CENTER) REVIEW CRITERIA

The PSC district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing a PSC master plan:

1. Pedestrian connectivity to all uses.

Response: A pedestrian connection is provided between Bldg. 100 (existing office building) and the proposed retail/restaurant buildings.

2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.

Response: The applicant's proposal represents redevelopment of an existing surface parking lot. The proposal represents a reduction in the overall number of parking spaces and utilizes shared parking between the office and retail/restaurant uses.

3. Accommodations for public transportation.

Response: Not applicable.

4. Buildings that face or appear to face public roadways.

Response: Buildings are oriented to Encore Parkway and North Point Parkway with parking behind.

5. Appearance standards for buildings and structured parking.

Response: Building architecture, materials and design shall comply with the North Point Overlay with final approval by the Design Review Board.

6. Limitations on uninterrupted building elevations.

Response: The restaurant building façade is 85' in length and the retail building façade is 150'. The North Point Overlay includes regulations that limit uninterrupted building elevations. Buildings will be subject to approval by the Design Review Board.

7. Creation of vistas and view corridors within development.

Response: The applicant's proposal to line North Point Parkway and Encore Parkway with buildings is consistent with the vision in the LCI. In addition, the applicant is working with its lender on the feasibility of dedicating an easement to the City over the 2.3-acre property to the south, which would provide vistas of the Big Creek Greenway.

8. Focal point features at prominent locations and ends of vistas.

Response: The 2.3-acre property to the south will become the focal point at the end of Encore Parkway.

9. Incorporation of natural site features.

Response: The site is developed and does not include any natural site features. The applicant is working with its lender on the feasibility of dedicating an easement to the City over the 2.3-acre property to the south, which includes natural areas associated with the Big Creek Greenway.

10. Block lengths conducive to pedestrian traffic.

Response: Not applicable.

11. Detention and retention facilities designed to be aesthetically pleasing.

Response: Stormwater facilities are not proposed.

12. Creative methods for stormwater management to provide additional open space.

Response: Stormwater facilities are not proposed.

13. Attractive and usable street furniture in public spaces.

Response: Zoning conditions are recommended requiring street furniture along North Point Parkway and Encore Parkway, as approved by the Design Review Board.

14. Emphasis on a high quality landscape plan.

Response: Zoning conditions are recommended requiring high quality landscape along North Point Parkway and Encore Parkway, as approved by the Design Review Board.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment. The property is located within the North Point LCI, which envisions the area as a mixed-use, walkable environment with an emphasis on sustainability, open space and connectivity. The market study in the recent update to the North Point LCI identified a need for certain retail service uses within the LCI, such as drug store/pharmacy, hardware store, and grocery store. If approved, conditions are

recommended limiting the amount and type of retail uses. The proposal should reduce impacts on public facilities and services by providing service uses to support office users. The zoning proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Mixed Use'.

The North Point LCI update envisions the North Point area as an EcoDistrict where land use, transportation and environmental planning are integrated with high performance infrastructure, buildings, landscapes and urban design. EcoDistricts provide a framework for realizing advanced sustainability (increasing efficiencies, reducing pollution, restoring ecosystems and improving communities) through behavior change, building design and infrastructure investments. The LCI also discusses area-wide initiatives, such as Placemaking, Maximizing the Big Creek Greenway and Incorporating Green Pathways. The success of the North Point area is tied to realizing the full potential of the Big Creek Greenway, including guiding principles such as orientation of buildings and active uses toward the Greenway, protecting the Greenway and requiring green spaces in residential developments.

The applicant is working with its lender to determine the feasibility of providing a permanent easement to the City over the applicant's 2.3-acre property immediately to the south and adjacent to the Big Creek Greenway. The easement would facilitate opening up the Big Creek Greenway to the North Point area, which was prioritized as the #1 Green Space Strategy project in the North Point LCI 5-Year Action Plan. If the applicant is unable provide the easement, there are a number of measures available to meet the two (2) EcoDistrict points, including the provision of an enhanced bus shelter, sustainable landscaping, energy- and water-efficient fixtures, additional civic, space, etc.

CITIZEN PARTICIPATION PLAN

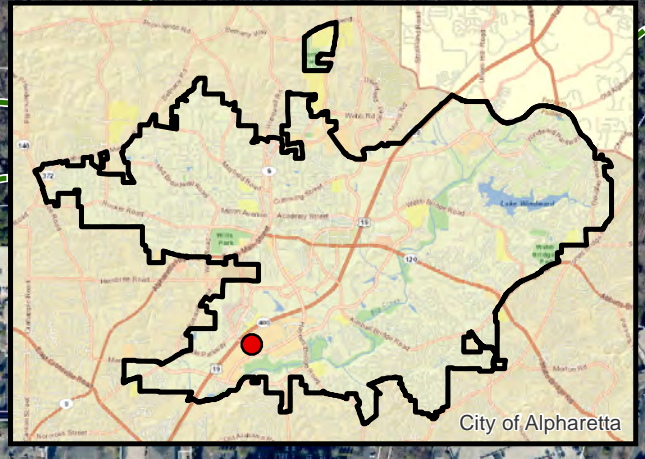
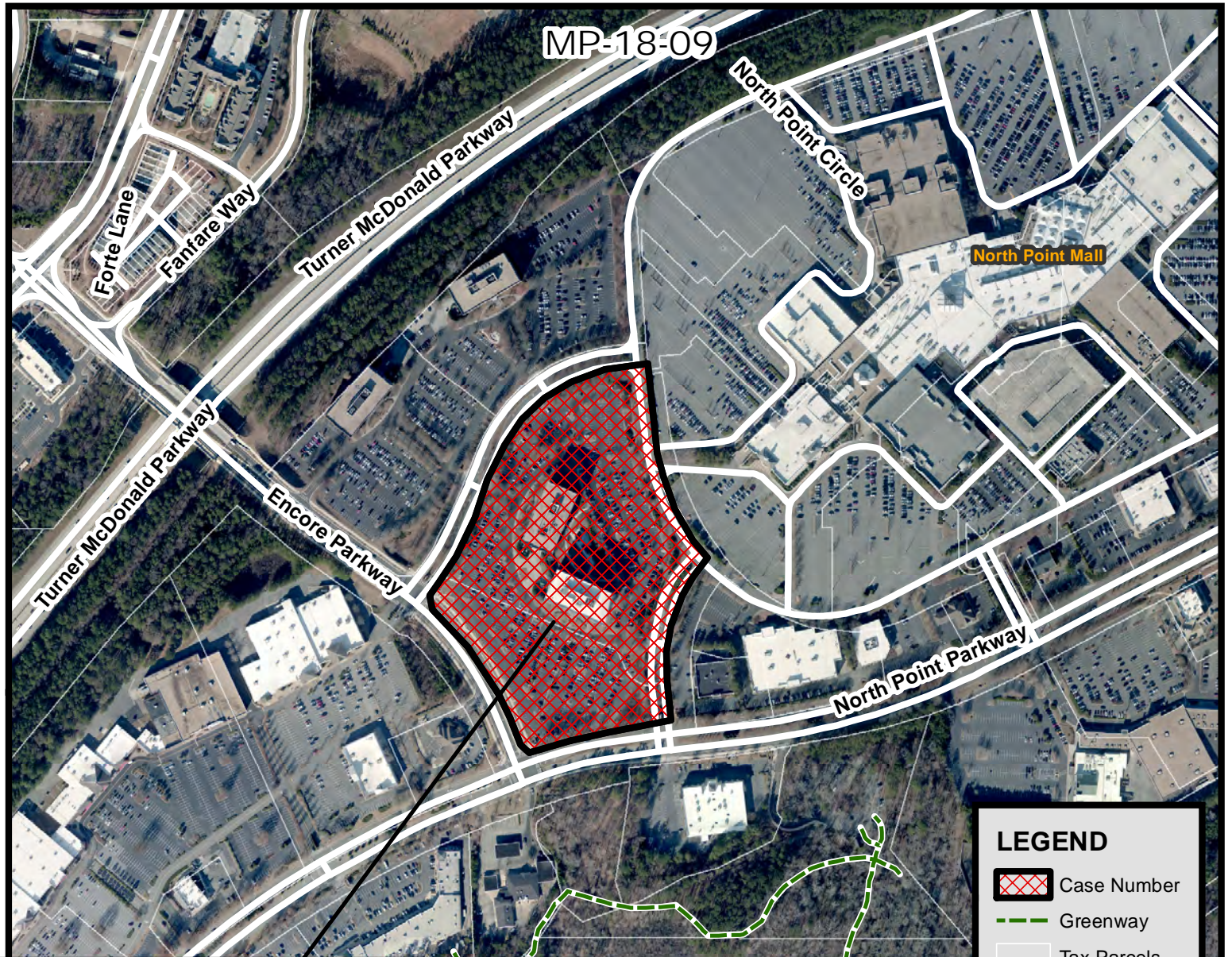
The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received in response to the mailed letters.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on November 14, 2018. One (1) citizen signed-in with a comment to setback the buildings slightly in order to maintain the existing tree canopy.

IV. ATTACHMENTS:

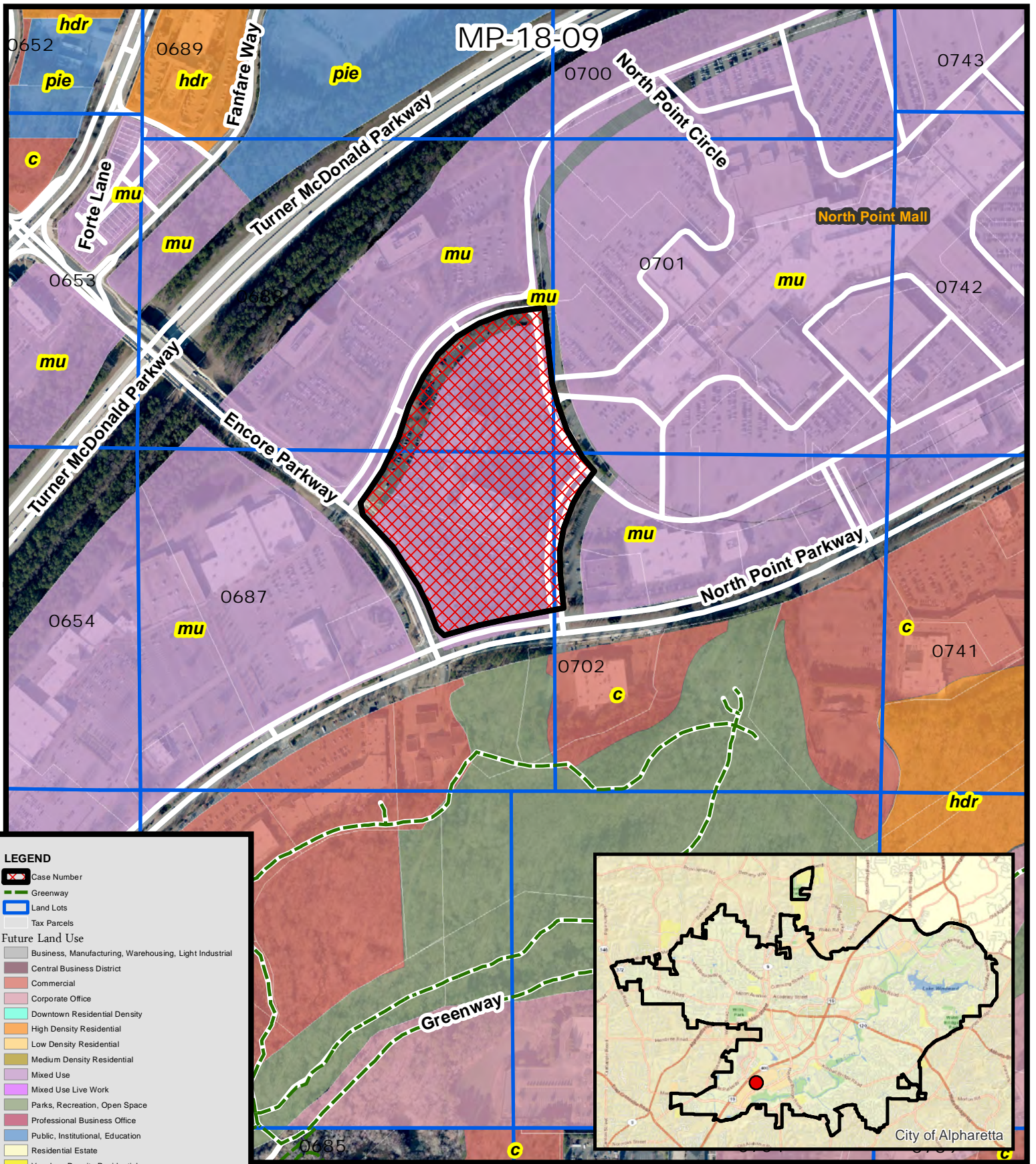
- Site Plan
- Renderings



Aerial Map
 Encore Commons/Accesso
 North Point Center East

MP-18-09
 D/LL: 1/2/687, 688,
 701, 702
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS



LEGEND

- Case Number
- Greenway
- Land Lots
- Tax Parcels

Future Land Use

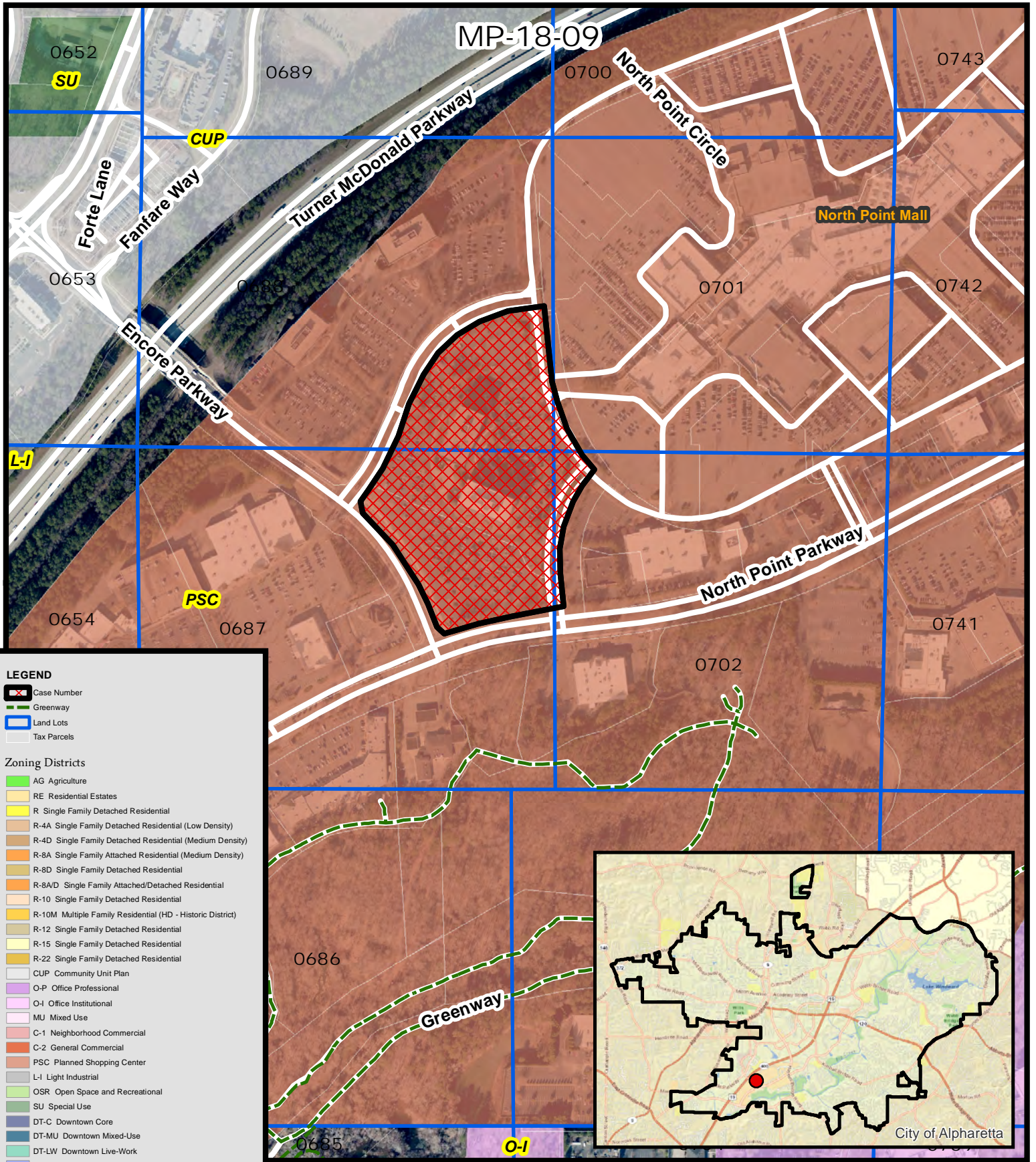
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential

Future Land Use
 Encore Commons/Accesso
 North Point Center East

MP-18-09
 D/LL: 1/2/687, 688,
 701, 702
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS





LEGEND

- Case Number
- Greenway
- Land Lots
- Tax Parcels

Zoning Districts

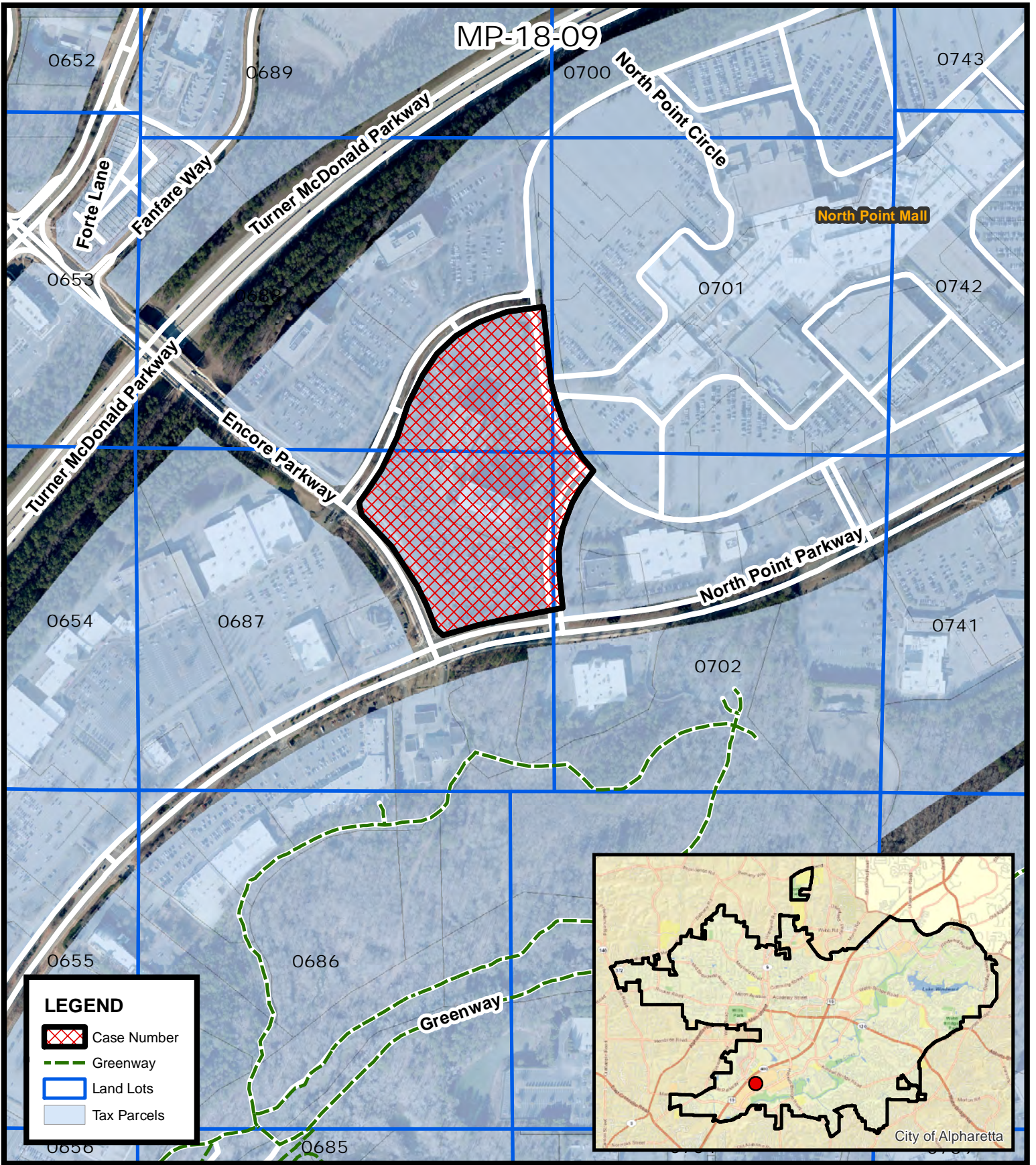
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-4D Single Family Detached Residential (Medium Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-8D Single Family Detached Residential
- R-8A/D Single Family Attached/Detached Residential
- R-10 Single Family Detached Residential
- R-10M Multiple Family Residential (HD - Historic District)
- R-12 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-22 Single Family Detached Residential
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential



Zoning Map
 Encore Commons/Accesso
 North Point Center East

MP-18-09
 D/LL: 1/2/687, 688,
 701, 702
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS



Location Map
 Encore Commons/Accesso
 North Point Center East

MP-18-09
 D/LL: 1/2/687, 688,
 701, 702
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: MP-19-09 ENLARGE COMMONS / ACCESS

Contact Name: SIDNEY HOWMAN Telephone: 770-450-7495

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

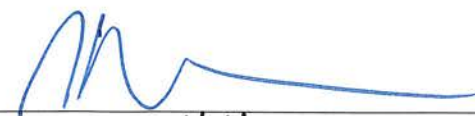
NO COMMENTS HAVE BEEN RECEIVED

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|---|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Group Meeting |
| <input type="checkbox"/> Email | <input type="checkbox"/> Other (Please Specify) _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. SEE ATTACHMENT

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: 
SIDNEY H. HOWMAN
PAULSON MITCHELL, INC.

Date: 12 Nov 2019

Print Form

EXAMPLE

October 10, 2018

G G P NORTH POINT INC
P.O. BOX 617905
CHICAGO IL 60661-7905

RE: Public Hearing Application - **MP-18-09 Encore Commons/Accesso Partners, LLC**
Encore Parkway & North Point Center East
Alpharetta, Fulton County, Georgia

To whom it may concern:

This letter is to clarify the public hearing information previously sent for MP-18-09 Encore Commons /Accesso Partners, LLC.

Accesso Partners, LLC is requesting a Master Plan Amendment to allow retail and restaurant use with the current MP-91-07 masterplan. There are no other changes requested.

This enclosed packet is to inform you of a proposed Masterplan Amendment to MP-91-07. The Planning Commission meeting is on Thursday, December 6, 2018 at 6:30 p.m. and the City Council meeting is on Monday, December 17, 2018 at 6:30 p.m. The public hearings will take place at the Alpharetta City Hall Council Chambers located at 2 Park Plaza, Alpharetta, Georgia.

The City will hold a Community Zoning Information Meeting on Wednesday, November 14, 2018 from 6:00 p.m. to 7:00 p.m. in the Multi-Purpose Room at City Hall. This meeting is an informal, open house format to allow citizens to view current applications and communicate with Applicants. Staff will be present to answer procedural questions.

The enclosed information has been submitted to the City of Alpharetta as part of the Public Hearing application process. And, as an adjacent property owner you have been provided these documents for your review, and opportunity to comment on the proposed Public Hearing application. The Public Hearing case is **MP-18-09 Encore Commons/Accesso Partners, LLC**. additional information can be reviewed on the city's website, below:

<https://www.alpharetta.ga.us/government/departments/community-development/public-hearings>.

Please provide comments to me by email, telephone or letter to the below address.

Thank you,

Paulson Mitchell, Inc.
Atten: Sidney H. Howman
85-A Mill Street
Roswell GA 30075
770.650.7685
showman@paulsonmitchell.com

Initial _____

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: ENCORE COMMONS - ADDITIONAL DEVELOPMENT

Contact Name: SIDNEY HOWMAN (PAULSON MITCHELL, INC)

Telephone: 770.650.7685

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

12 261006870466	BRI 1870 NORTH POINT LLC	P O BOX 1368	CARLSBAD CA 92018
12 261006880440	G G P NORTH POINT INC	P.O. BOX 617905	CHICAGO IL 60661-7905
12 261006870458	BRI 1870 NORTH POINT LLC	P O BOX 1368	CARLSBAD CA 92018
12 261007020384	ALPHA Z-BOY PARTNERS LLC	940 EMMETT AVE STE 200	BELMONT CA 94002-3881
12 261006870326	WACHOVIA BANK OF GEORGIA	P.O. BOX 2609	CARLSBAD CA 92018-2609
12 261007020392	HOLLYWOOD CAMARILLO PARTNERS L P	3520 PIEDMONT RD NE SUITE 410	ATLANTA GA 30305
12 261006880341	VON MAUR INC	6565 N BRADY ST	DAVENPORT IA 52805-2054
12 261006880358	GGP NORTH POINT LAND L L C	P.O. BOX 617905	CHICAGO IL 60661-7905
12 261006870292	BLUE VENTURES LLC	12274 CRABAPPLE RD	ALPHARETTA GA 30004
12 261006870482	CITY OF ALPHARETTA THE	2 S MAIN ST	ALPHARETTA GA 30009
12 261006870276	VILLAGE CREATIVE LABS PARTNERS L P	940 EMMETT AVE #200	BELMONT CA 94002-3864
12 261006870490	BRI 1870 NORTH POINT LLC	P O BOX 1368	CARLSBAD CA 92018
12 261006870508	BRI 1870 NORTH POINT LLC	P O BOX 1368	CARLSBAD CA 92018
12 262006550181	CORO NORTH POINT LLC	3715 NORTHSIDE PKWY SUITE 100	ATLANTA GA 30327
12 260007000123	NORTH POINT MALL L P	7 W 7TH ST	CINCINNATI OH 45202
12 261006870474	BRI 1870 NORTH POINT LLC	1140E HALLANDALE BEACH BLVD	HALLANDALE FL 33009
12 261006870334	MANSELL CROSSING RETAIL LP	P.O. BOX 450233	ATLANTA GA 31145

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|---|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Group Meeting |
| <input type="checkbox"/> Email | <input type="checkbox"/> Other (Please Specify) _____ |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Notification letters to adjacent property owners will contain contact information (address, email and telephone) of the applicants agent (Paulson Mitchell, Inc.).

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta."
5. Applications will be accepted only on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: SIDNEY HOWMAN (PAULSON MITCHELL, INC) Telephone: 770.650.7685

Address: 85-A MILL STREET Suite: 200

City ROSWELL State: GA Zip: 30075 Fax: 770.650.7684

Mobile Tel: 678.634.5830 Email: SHOWMAN@PAULSONMITCHELL.COM

Subject Property Information:

Address: 100 & 200 NORTHPOINT CENTER EAST, ALPHARETTA GA 30022 Current Zoning: PSC

District: 1st Section: 2nd Land Lot: 687,688,701,702 Parcel ID: _____

Proposed Zoning: PSC Current Use: OFFICE

This Application For *(Check All That Apply):*

- | | | |
|---|---|------------------------------------|
| <input type="checkbox"/> Conditional Use | <input checked="" type="checkbox"/> Master Plan Amendment | <input type="checkbox"/> Exception |
| <input type="checkbox"/> Rezoning | <input type="checkbox"/> Master Plan Review | |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Public Hearing | |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Other <i>(Specify):</i> _____ | |

ENCORE COMMONS/ACCESSO
APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

Restaurant and retail commercial.

Applicant's Request (Please itemize the proposal):

This request is to amend MP-07-91 to allow restaurant and retail use.

Applicant's Intent *(Please describe what the proposal would facilitate).*

This project proposes redevelopment of approximately 1.4 acres of existing parking lot, directly adjacent to Northpoint Parkway and Encore Parkway. Included in the project is one retail bldg and one restaurant bldg, with outdoor amenities such as dining patios and a pocket park, adjacent to the proposed sidewalk along Northpoint Parkway. Approval of this proposal would facilitate development of a mixed-use site, with proposed uses that are currently present within the PSC district. |

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Proposed uses are currently present within the PSC district.

How will this proposal affect the use and value of the surrounding properties?

Surrounding property's uses and value should be unaffected should unaffected, since proposed uses and scale of development are consistent with current developments within the PSC district.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

Yes, since proposed uses and scale of development are consistent with current developments with the PSC district that are viable businesses.

What would be the increase to population and traffic if the proposal were approved?

Increase to population is not relative to this project, since residential development is not included. This project consists of proposed retail and restaurant buildings, and with this type of development there will be a general reduction in trips on adjacent roads at peak PM times.

What would be the impact to schools and utilities if the proposal were approved?

Impact to schools and utilities should be minimal, since the development scale is relatively small, and its use is allowed in the PSC district.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

Green space is incorporated in the form of plazas and a green for dining and community gathering opportunities. Streetscape will be provided that meets LCI requirements and connectivity is high for vehicles, pedestrians, bicycle users and public transit riders. This proposed development, of mixed uses is consistent with the Alpharetta's Future Land use Map.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Current site has only office use, and this project's proposed development of retail and restaurant uses will provide additional restaurant and retail options for other mixed-use developments in the NP Activity district.

ENGORE COMMONS/ACCESSO
PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Mark Yacovetta (ACCESSO PARTNERS, LLC) Telephone: 678.201.0222
Address: 6243 400 Interstate North Parkway Suite: 1250
City Atlanta State: GA Zip: 30339

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

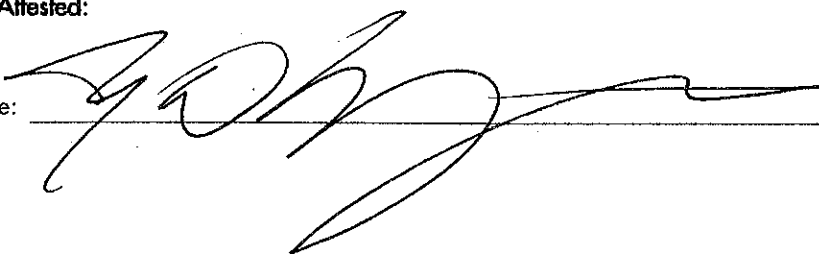
As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- Annexation
- Special Use
- Rezoning
- Conditional Use
- Variance
- Master Plan
- Land Use Application
- Other MASTER PLAN AMENDMENT

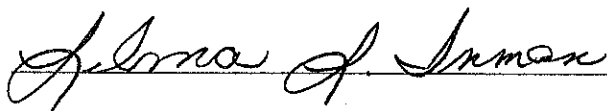
Identify Authorized Applicant:

Name of Authorized Applicant: PAULSON MITCHELL, INC. Telephone: 770-650.7685
Address: 85-A MILL STREET Suite: 200
City ROSWELL State: GA Zip: 30075

So Sworn and Attested:

Owner Signature:  Date: 9/27/18

Notary:

Notary Signature:  Date: 9-27-18
My commission expires 5-22-23

ENGORE COMMONS/ACCESSO

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: ACCESSO PARTNERS, LLC

Subject Public Hearing Case:

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: Position:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: [Handwritten Signature]

Date: 9/27/18

ENCORE COMMONS ACCESS

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

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Contact Name: SIDNEY HOWMAN (PAULSON MITCHELL, INC) Telephone: 770.650.7685

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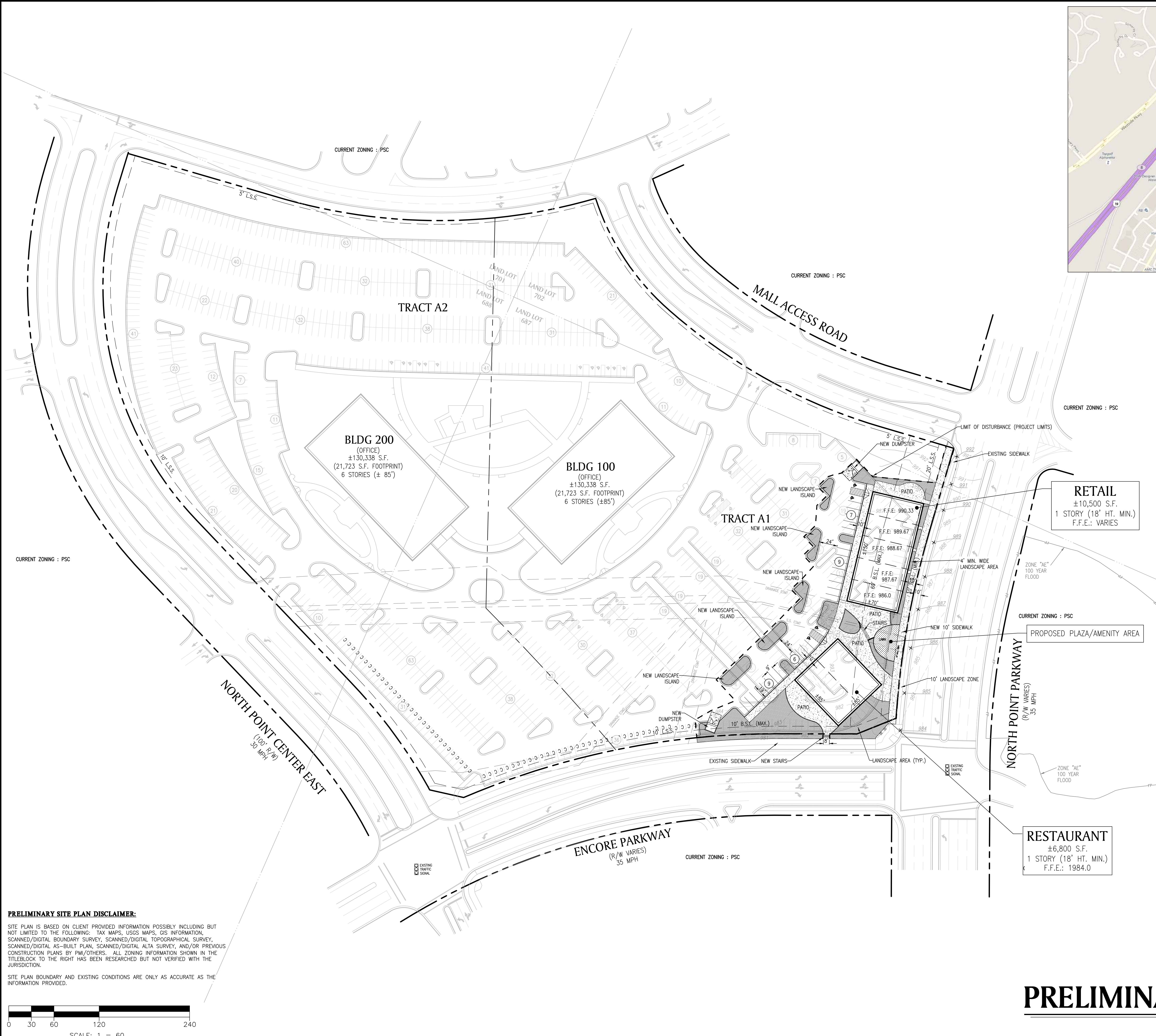
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- Letter
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 Other (Please Specify) _____

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13/01/2017 10:12:10 (Preliminary) 07/17/17 - PS - 4.dwg, AECI FULL BLEED 0 (24.00 X 36.00 INCHES), SOURCE: PLOTSE, DATE: 10/10/2016, 10:12:10 PM



VICINITY MAP
ALPHARETTA, GA SCALE: NTS

RETAIL
±10,500 S.F.
1 STORY (18' HT. MIN.)
F.F.E.: VARIES

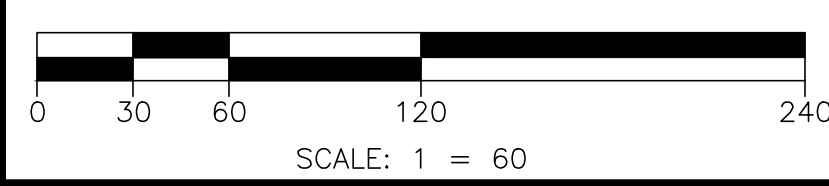
RESTAURANT
±6,800 S.F.
1 STORY (18' HT. MIN.)
F.F.E.: 1984.0

STORMWATER MANAGEMENT NOTE:
STORMWATER SHALL BE DISCHARGED INTO EXISTING SYSTEM. NO DETENTION SHALL BE PROVIDED FOR HIS PROJECT. WATER QUALITY TREATMENT MAY BE PROVIDED PRIOR TO OFF-SITE DISCHARGE.

SITE ANALYSIS	
RESTAURANT	±6,800 S.F.
SHOPS	±10,500 S.F.
OFFICE	±260,676 S.F.
TOTAL BLDG. AREA	±277,976 S.F.
PARKING REQUIRED (TOTAL)	± 1,163 SPACES
RESTAURANT (10/1000 S.F.)	±68 SPACES
SHOPS (5/1000 S.F.)	±53 SPACES
OFFICE (4/1000 S.F.)	±1,042 SPACES
PARKING PROVIDED (TOTAL)	±980 SPACES*
PARKING RATIO	± 3.52 SPACES/MSF*
TRACT A1	± 6.861 ACRES
TRACT A2	± 7.046 ACRES
OVERALL TRACT A LAND AREA	± 13.907 ACRES
PROJECT SITE (DISTURBED AREA)	± 1.47 ACRES

* WITHIN 20% PARKING REDUCTION ALLOWED IN ACTIVITY ZONE ORDINANCE

PRELIMINARY SITE PLAN DISCLAIMER:
SITE PLAN IS BASED ON CLIENT PROVIDED INFORMATION POSSIBLY INCLUDING BUT NOT LIMITED TO THE FOLLOWING: TAX MAPS, USGS MAPS, GIS INFORMATION, SCANNED/DIGITAL BOUNDARY SURVEY, SCANNED/DIGITAL TOPOGRAPHICAL SURVEY, SCANNED/DIGITAL AS-BUILT PLAN, SCANNED/DIGITAL ALTA SURVEY, AND/OR PREVIOUS CONSTRUCTION PLANS BY PM/Others. ALL ZONING INFORMATION SHOWN IN THE TITLEBLOCK TO THE RIGHT HAS BEEN RESEARCHED BUT NOT VERIFIED WITH THE JURISDICTION.
SITE PLAN BOUNDARY AND EXISTING CONDITIONS ARE ONLY AS ACCURATE AS THE INFORMATION PROVIDED.



**LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS**
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684
www.paulsonmitchell.com



PROJECT:
**ENCORE COMMONS
ADDITIONAL
DEVELOPMENT**
LAND LOTS 687, 688, 701, 702
1ST DISTRICT, 2ND SECTION
100 & 200 NORTHPOINT CENTER E.
CITY OF ALPHARETTA
FULTON COUNTY, GA 30022

FOB:
**BRI 1870 NORTH
POINT, LLC**
1870 NORTH POINT PARKWAY,
SUITE 340
ATLANTA, GA 30339
(678) 324-1880

ZONING INFORMATION
ZONING RESEARCH DATE: MARCH 2017
ZONING CLASSIFICATION
JURISDICTION: CITY OF ALPHARETTA
EX. ZONING: PSC (PLANNED SHOPPING CTR.)
PR. ZONING: PSC (PLANNED SHOPPING CTR.)

BUILDING SETBACKS
NORTHPOINT/ENCORE PKWY: 60' MAX.
ENCORE PKW: 10' MAX.
REAR: 15' / 20'

LANDSCAPES STRIPS
NORTHPOINT: 20'
ENCORE PKWY: 10'
REAR: 5'

BUILDING SUMMARY
MAX. BUILDING HT.: 20 STORIES
MAX. BUILDING COVERAGE: 87%

PARKING SUMMARY
OFFICE REQ.: 4 SPACES/1,000 S.F.
RETAIL REQ.: 5 SPACES/1,000 S.F.
RESTAURANT REQ.: 10 SPACES/1,000 S.F.
STANDARD STALL DIMENSIONS: 9' x 19'
COMPACT STALL DIMENSIONS: 8' x 16'
COMPACT STALLS ALLOWED: 20%
MIN. 90°/60° DRIVE WIDTH: 22' / --'

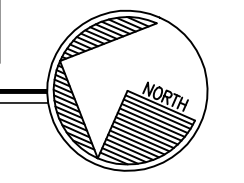
LANDSCAPE REGULATIONS
TREE DENSITY: -- UNITS/ACRE
ISLAND REQ.: 1 ISLAND/8 SPACES
MIN. ISLAND SIZE/WIDTH: 200 S.F. / --'

FEMA MAP
FIRM PANEL #: 13121C 0066F (SEPT. 18, 2013)

DRAWING RECORD
DRAWN BY: --
2017122 - PS-4.dwg 10.01.18

**PRELIMINARY
SITE PLAN**

PRELIMINARY SITE PLAN



MP-18-09
ENCORE COMMONS/ACCESSO

Legal Description

200 North Point Center East (Tract A2)

All that tract or parcel of land lying and being in Land Lots 687, 688 and 701 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commence at a point on the northerly right-of-way line of North Point Parkway (having a varying right-of-way width), said point being located a distance of 28.28 feet along said North Point Parkway right-of-way line from its intersection with the old easterly right-of-way line of Encore Parkway (having a 100 foot right-of-way width), said point also being located a distance of 78.28 feet from the centerline of said Encore Parkway, said point also being the beginning of a chamfer from said North Point Parkway right-of-way line to said new easterly right-of-way line of said Encore Parkway, (having a varying right-of-way width); thence leave said North Point Parkway right-of-way line and run northwesterly along said chamfer along a bearing of North 45 degrees 35 minutes 21 seconds West, a distance of 55.63 feet to a point on said new easterly right-of-way line of Encore Parkway; run thence along said new right-of-way line the following courses and distances: North 23 degrees 42 minutes 59 seconds West, a distance of 109.58 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing North 29 degrees 30 minutes 36 seconds West a chord distance of 211.58 feet and having a radius of 1,048.00 feet) an arc distance of 211.94 feet to a point, and THE TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, continue northwesterly along said Encore Parkway right-of-way line along the arc of a curve to the left (said arc being subtended by a chord bearing North 41 degrees 05 minutes 50 seconds West a chord distance of 211.58 feet and having a radius of 1,048.00 feet) an arc distance of 211.94 feet to a point, said point being the beginning of a chamfer; thence, leave the aforesaid new right-of-way line of Encore Parkway and run northwesterly, along said chamfer North 10 degrees 53 minutes 35 seconds West, a distance of 46.16 feet to a point on the southeasterly right-of-way line of North Point Center East (having a right-of-way width of 100 feet); run thence along the southeasterly right-of-way line of North Point Center East the following courses and distances: along the arc of a curve to the left (said arc being subtended by a chord bearing North 30 degrees 00 minutes 58 seconds East, a chord distance of 176.00 feet and having a radius of 690.00 feet) an arc distance of 176.48 feet to a point; North 22 degrees 41 minutes 18 seconds East a distance of 297.80 feet to a point; along the arc of a curve to the right (said arc being subtended by a chord bearing North 52 degrees 55 minutes 34 seconds East, a chord distance of 453.23 feet and having a radius of 450.00 feet) an arc distance of 474.97 feet to a point; North 83 degrees 09 minutes 50 seconds East a distance of 47.32 feet to a point; thence leave the southeasterly right-of-way line of North Point Center East and run along the arc of a curve to the left (said arc being subtended by a chord bearing South 07 degrees 25 minutes 50 seconds East, a chord distance of 5.64 feet and having a radius of 5,575.00 feet) an arc distance of 5.64 feet to a point; run thence South 07 degrees 27 minutes 34 seconds East, a distance of 205.17 feet to a point; run thence along the arc of a curve to the left (said arc being subtended by a chord bearing South 18 degrees 26 minutes 43 seconds East a chord distance of 285.85 feet and having a radius of 750.00 feet) an arc distance of 287.62 feet to a point; run thence South 67 degrees 36 minutes 45 seconds West, a distance of 517.70 feet to a point; run thence South 22 degrees 45 minutes 16 seconds West a distance of 185.06 feet to a point; run thence South 26 degrees 28 minutes 56 seconds West, a distance of 70.12 feet to a point on the easterly right-of-way of Encore Parkway, which point marks the point of beginning; being shown as Tract A2, containing 306,939 square feet or 7.046 acres, more or less.

AND

Tract B

All that tract or parcel of land lying and being in Land Lot 687 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commence at a point on the northerly right-of-way line of North Point Parkway (having a varying right-of-way width), said point being located a distance of 28.28 feet along said North Point Parkway right-of-way line from its intersection with the old easterly right-of-way line of Encore Parkway (having a 100 foot right-of-way width), said point also being located a distance of 78.28 feet from the centerline of said Encore Parkway, said point also being the beginning of a chamfer from said North Point Parkway right-of-way line to said new easterly right-of-way line of said Encore Parkway, (having a varying right-of-way width); run thence along the northerly right-of-way line of North Point Parkway along the arc of a curve to the right (said arc being subtended by a chord bearing North 76 degrees 24 minutes 31 seconds West, a chord distance of 250.81 feet and having a radius of 1,160.00 feet) an arc distance of 251.30 feet to a point; thence leave the northerly right-of-way line of North Point Parkway and run South 07 degrees 23 minutes 07 seconds East a distance of 120.00 feet to a point on the southerly right-of-way line of North Point Parkway, which point marks the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, run thence along the southerly right-of-way line of North Point Parkway North 82 degrees 36 minutes 53 seconds East a distance of 30.84 feet to a point; thence leave the southerly right-of-way line of North Point Parkway and run South 07 degrees 23 minutes 07 seconds East, a distance of 66.23 feet to a point (hereinafter referred to as "Point A"); continue thence South 07 degrees 23 minutes 07 seconds East, a distance of 0.77 feet, more or less, to a point on the 100 Year Flood Boundary; run thence along said 100 Year Flood Boundary in a generally southerly direction and following the meanderings thereof a distance of 335 feet, more or less, to a point, which point is located North 02 degrees 28 minutes 41 seconds East, a distance of 0.32 feet, more or less, from a reference point (hereinafter referred to as "Point B"); the aforesaid distance along said 100 Year Flood Boundary being traversed by lines from Point A to Point B as follows: South 09 degrees 09 minutes 23 seconds West, a distance of 249.98 feet to a point and South 16 degrees 57 minutes 41 seconds East, a distance of 83.25 feet to Point B; thence leave said 100 Year Flood Boundary and run South 02 degrees 28 minutes 41 seconds West, a distance of 0.32 feet, more or less, to a point (Point B); run thence South 02 degrees 28 minutes 41 seconds West, a distance of 58.68 feet to a point, run thence North 87 degrees 31 minutes 19 seconds West, a distance of 126.61 feet to a point; run thence South 70 degrees 05 minutes 44 seconds West, a distance of 20.72 feet to a point; run thence North 38 degrees 01 minute 30 seconds West, a distance of 82 feet, more or less, to a point on the 100 Year Flood Boundary, which point is located South 36 degrees 01 minute 30 seconds East, a distance of 0.19 feet, more or less, from a reference point (hereinafter referred to as "Point C"); run thence along said 100 Year Flood Boundary in a generally northerly direction and following the meanderings thereof a distance of 380 feet, more or less, to a point, which point is located South 24 degrees 23 minutes 43 seconds East a distance of 4.66 feet, more or less, from a reference point (hereinafter referred to as "Point D"); the aforesaid distance along said 100 Year Flood Boundary being traversed by lines from Point C to Point D as follows: North 20 degrees 01 minute 12 seconds West, a distance of 287.35 feet to a point and North 57 degrees 05 minutes 54 seconds East a distance of 57.37 feet to Point D; thence leave said 100 Year Flood Boundary and run North 24 degrees 23 minutes 43 seconds West a distance of 4.66 feet, more or less, to a point (Point D); continue thence North 24 degrees 23 minutes 43 seconds West a distance of 25.34 feet to a point on the southerly right-of-way line of North Point Parkway; run thence along the southerly right-of-way line of North Point Parkway, along the arc of a curve to the right (said arc being subtended by a chord bearing North 75 degrees 53 minutes 26 seconds East a chord distance of 243.55 feet and having a radius of 1,040.00 feet) an arc distance of 244.11 feet to a point, which point marks the point of beginning; being shown as Tract B containing 99,631 square feet or 2.287 acres, more or less.

Less and Except:

a. Quit Claim Deed between Cousins Properties Incorporated, a Georgia corporation to City of Alpharetta, Georgia, a municipal corporation of the State of Georgia, dated November 16, 2012 and recorded December 13, 2012 in Deed Book 52013, Page 570, Fulton County, Georgia records.

TOGETHER WITH

1. The non-exclusive Retention Pond Easement created by the Declaration of Easements by Cousins Properties Incorporated, dated July 30, 1997, filed for record July 31, 1997, recorded in Deed Book 22900, Page 78 in the Office of the Clerk of the Superior Court of Fulton County, Georgia.
2. Easement Agreement with Covenants and Restrictions and Restrictions Affecting Land by and between Cousins Properties Incorporated and NorthPoint Mall Limited Partnership, dated February 18, 1992, recorded in Deed Book 15003, Page 51, aforesaid records; as affected by that certain First Amendment to Easement Agreement with Covenants and Restrictions Affecting Land by and between Cousins Properties Incorporated and NorthPoint Mall Limited Partnership, dated November 2, 1992, recorded in Deed Book 15954, Page 25, aforesaid records.
3. Master Declaration of Covenants and Easements for North Point by and between Cousins Properties Incorporated and Spring/Haynes Associates, dated as of February 22, 1993, recorded in Deed Book 16331, page 207, aforesaid records; as affected by that certain First Amendment to Master Declaration of Covenants and Easements for North Point by Cousins Properties Incorporated, dated as of October 29, 1993, recorded in Deed Book 17304, page 135, aforesaid records; as affected by that certain Second Amendment to Master Declaration of Covenants and Easements for North Point by and between Cousins Properties Incorporated and Dayton Hudson Corporation, dated as of July 16, 1996, recorded in Deed Book 21208, page 257, aforesaid records; as further affected by that certain Property Designation by Cousins Properties Incorporated, dated as of May 31, 1996, recorded in Deed Book 21026, page 180, aforesaid records; as amended by Third Amendment to Master Declaration of Covenants and Easements for North Point dated November 20, 20016, recorded in Deed Book 43924, page 263, Fulton County, Georgia records; as further amended by Fourth Amendment to Master Declaration of Covenants and Easements for North Point by Cousins Properties Incorporated, dated December 11, 2015 and recorded December 11, 2015 in Deed Book 55650, Page 485.

Legal Description

100 North Point Center East (Tract A1)

All that tract or parcel of land lying and being in Land Lots 687, 688, 701 and 702, of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commence at a point on the northerly right-of-way line of North Point Parkway (having a varying right-of-way width), said point being located a distance of 28.28 feet along said North Point Parkway right-of-way line from its intersection with the old easterly right-of-way line of Encore Parkway (having a 100 foot right-of-way width), said point also being located a distance of 78.28 feet from the centerline of said Encore Parkway, said point also being the beginning of a chamfer from said North Point Parkway right-of-way line to said new easterly right-of-way line of said Encore Parkway, (having a varying right-of-way width), and THE TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, leave said North Point Parkway right-of-way line and run northwesterly along said chamfer along a bearing of North 45 degrees 35 minutes 21 seconds West, a distance of 55.63 feet to a point on said new easterly right-of-way line of Encore Parkway; run thence along said new right-of-way line the following courses and distances: North 23 degrees 42 minutes 59 seconds West, a distance of 109.58 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing North 29 degrees 30 minutes 36 seconds West a chord distance of 211.58 feet and having a radius of 1,048.00 feet) an arc distance of 211.94 feet to a point; thence, leave said Encore Parkway right-of-way and run North 26 degrees 28 minutes 56 seconds East, a distance of 70.12 feet to a point; run thence North 22 degrees 45 minutes 16 seconds East, a distance of 185.06 feet to a point; run thence North 67 degrees 36 minutes 45 seconds East, a distance of 517.70 feet to a point; run thence along the arc of a curve to the left (said arc being subtended by a chord bearing South 34 degrees 38 minutes 00 seconds East a chord distance of 135.99 feet and having a radius of 750.00 feet) an arc distance of 136.17 feet to a point on the westerly boundary of a Mail Access Road; run thence along the westerly boundary of said Mail Access Road the following courses and distances, along the arc of a curve to the left (said arc being subtended by a chord bearing South 32 degrees 51 minutes 00 seconds West, a chord distance of 178.14 feet and having a radius of 340.00 feet) an arc distance of 180.24 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing South 05 degrees 08 minutes 20 seconds West a chord distance of 318.77 feet and having a radius of 735.00 feet) an arc distance of 321.33 feet to a point, South 07 degrees 23 minutes 07 seconds East a distance of 101.95 feet to a point on the northerly right-of-way line of North Point Parkway; run thence along the northerly right-of-way line of North Point Parkway South 82 degrees 36 minutes 53 seconds West a distance of 115.87 feet to a point; run thence along the arc of a curve to the left (said arc being subtended by a chord bearing South 76 degrees 24 minutes 31 seconds West, a chord distance of 250.81 feet and having a radius of 1,160.00 feet) an arc distance of 251.30 feet to a point, said point being the beginning of a chamfer to the new Encore Parkway, which point marks the point of beginning; being shown as Tract A1, containing 298,861 square feet or 6.861 acres, more or less.

TOGETHER WITH

1. The non-exclusive Retention Pond Easement created by the Declaration of Easements by Cousins Properties Incorporated, dated July 30, 1997, filed for record July 31, 1997, recorded in Deed Book 22900, Page 78 in the Office of the Clerk of the Superior Court of Fulton County, Georgia.
2. Easement Agreement with Covenants and Restrictions and Restrictions Affecting Land by and between Cousins Properties Incorporated and NorthPoint Mall Limited Partnership, dated February 18, 1992, recorded in Deed Book 15003, Page 51, aforesaid records; as affected by that certain First Amendment to Easement Agreement with Covenants and Restrictions Affecting Land by and between Cousins Properties Incorporated and NorthPoint Mall Limited Partnership, dated November 2, 1992, recorded in Deed Book 15954, Page 25, aforesaid records.
3. Master Declaration of Covenants and Easements for North Point by and between Cousins Properties Incorporated and Spring/Haynes Associates, dated as of February 22, 1993, recorded in Deed Book 16331, page 207, aforesaid records; as affected by that certain First Amendment to Master Declaration of Covenants and Easements for North Point by Cousins Properties Incorporated, dated as of October 29, 1993, recorded in Deed Book 17304, page 135, aforesaid records; as affected by that certain Second Amendment to Master Declaration of Covenants and Easements for North Point by and between Cousins Properties Incorporated and Dayton Hudson Corporation, dated as of July 16, 1996, recorded in Deed Book 21208, page 257, aforesaid records; as further affected by that certain Property Designation by Cousins Properties Incorporated, dated as of May 31, 1996, recorded in Deed Book 21026, page 180, aforesaid records; as amended by Third Amendment to Master Declaration of Covenants and Easements for North Point dated November 20, 20016, recorded in Deed Book 43924, page 263, Fulton County, Georgia records; as further amended by Fourth Amendment to Master Declaration of Covenants and Easements for North Point by Cousins Properties Incorporated, dated December 11, 2015 and recorded December 11, 2015 in Deed Book 55650, Page 485.

Legal Description

Overall - Tract A (100/200)

All that tract or parcel of land lying and being in Land Lots 687, 688, 701 and 102, of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

Commence at a point on the northerly right-of-way line of North Point Parkway (having a varying right-of-way width), said point being located a distance of 28.28 feet along said North Point Parkway right-of-way line from its intersection with the old easterly right-of-way line of Encore Parkway (having a 100 foot right-of-way width), said point also being located a distance of 78.28 feet from the centerline of said Encore Parkway, said point also being the beginning of a chamfer from said North Point Parkway right-of-way line to said new easterly right-of-way line of said Encore Parkway, (having a varying right-of-way width), and THE TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, leave said North Point Parkway right-of-way line and run northwesterly along said chamfer along a bearing of North 45 degrees 35 minutes 21 seconds West, a distance of 55.63 feet to a point on said new easterly right-of-way line of Encore Parkway; run thence along said new right-of-way line the following courses and distances: North 23 degrees 42 minutes 59 seconds West, a distance of 109.58 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing North 35 degrees 18 minutes 12 seconds West a chord distance of 421.00 feet and having a radius of 1,048.00 feet) an arc distance of 423.88 feet to a point, said point being the beginning of a chamfer; leave the aforesaid new right-of-way line of Encore Parkway and run northwesterly, along said chamfer North 10 degrees 53 minutes 35 seconds West, a distance of 46.16 feet to a point on the southeasterly right-of-way line of North Point Center East (having a right-of-way width of 100 feet); run thence along the southeasterly right-of-way line of North Point Center East the following courses and distances: along the arc of a curve to the left (said arc being subtended by a chord bearing North 30 degrees 00 minutes 58 seconds East, a chord distance of 176.00 feet and having a radius of 690.00 feet) an arc distance of 176.48 feet to a point; North 22 degrees 41 minutes 18 seconds East a distance of 297.80 feet to a point; along the arc of a curve to the right (said arc being subtended by a chord bearing North 52 degrees 55 minutes 34 seconds East, a chord distance of 453.23 feet and having a radius of 450.00 feet) an arc distance of 474.97 feet to a point; North 83 degrees 09 minutes 50 seconds East a distance of 47.32 feet to a point; thence leave the southeasterly right-of-way line of North Point Center East and run along the arc of a curve to the left (said arc being subtended by a chord bearing South 07 degrees 25 minutes 50 seconds East, a chord distance of 5.64 feet and having a radius of 5,575.00 feet) an arc distance of 5.64 feet to a point; run thence South 07 degrees 27 minutes 34 seconds East, a distance of 205.17 feet to a point; run thence along the arc of a curve to the left (said arc being subtended by a chord bearing South 23 degrees 38 minutes 49 seconds East a chord distance of 418.18 feet and having a radius of 750.00 feet) an arc distance of 423.79 feet to a point on the westerly boundary of a Mail Access Road; run thence along the westerly boundary of said Mail Access Road the following courses and distances, along the arc of a curve to the left (said arc being subtended by a chord bearing South 32 degrees 51 minutes 00 seconds West, a chord distance of 178.14 feet and having a radius of 340.00 feet) an arc distance of 180.24 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing South 05 degrees 08 minutes 20 seconds East a distance of 318.77 feet and having a radius of 735.00 feet) an arc distance of 321.33 feet to a point, South 07 degrees 23 minutes 07 seconds East a distance of 101.95 feet to a point on the northerly right-of-way line of North Point Parkway; run thence along the northerly right-of-way line of North Point Parkway the following courses and distances: South 82 degrees 36 minutes 53 seconds West a distance of 115.87 feet to a point; along the arc of a curve to the left (said arc being subtended by a chord bearing South 76 degrees 24 minutes 31 seconds West, a chord distance of 250.81 feet and having a radius of 1,160.00 feet) an arc distance of 251.30 feet to a point, said point being the beginning of a chamfer to the new Encore Parkway, which point marks the point of beginning; being shown as Tract A, containing 605,803 square feet or 13.907 acres, more or less.

SURVEY CERTIFICATION

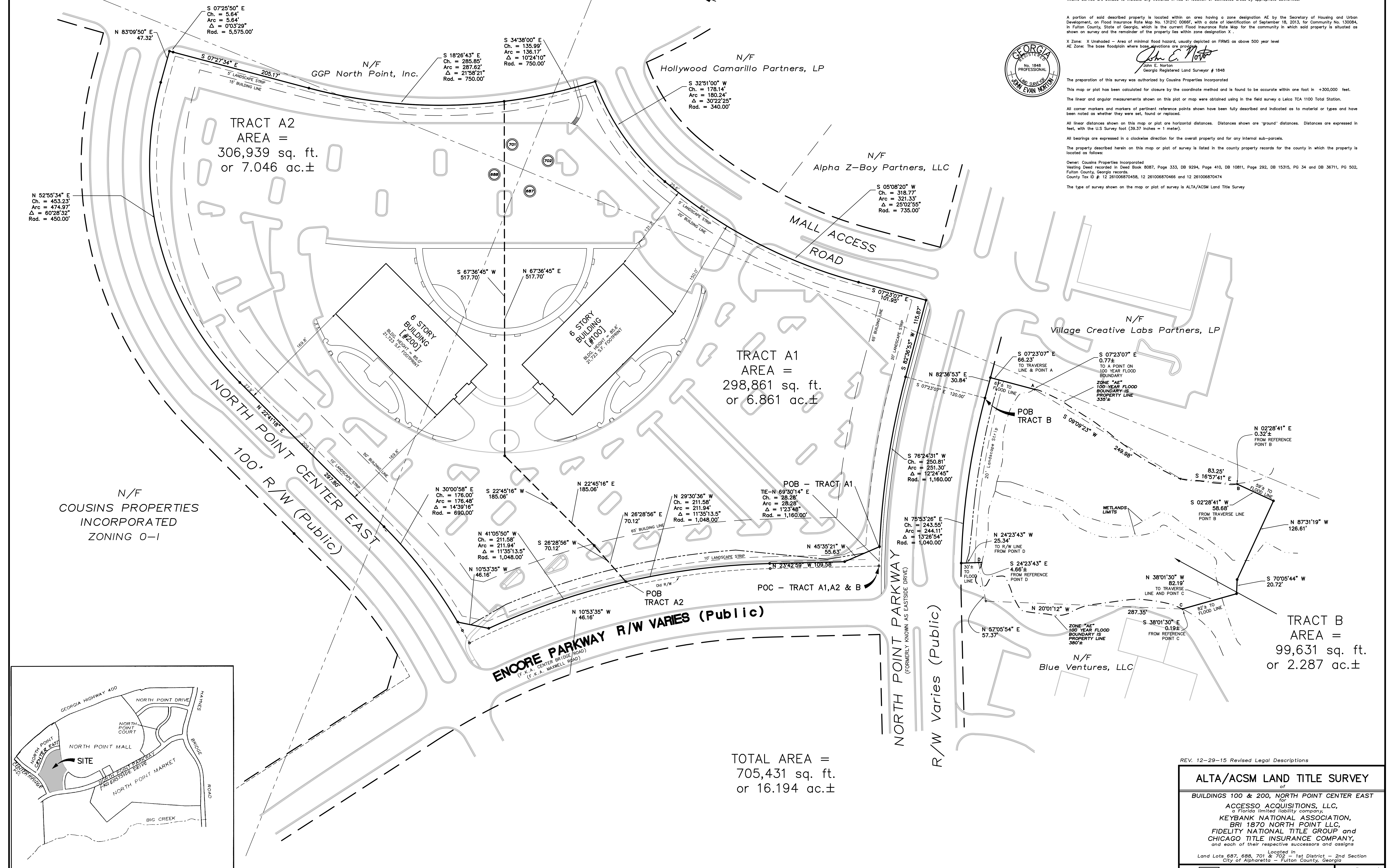
I hereby certify that this survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plot Act O.C.G.A. 15-6-67. Authority O.C.G.A. Secs. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22 and other applicable laws.



A portion of said described property is located within an area having a zone designation AE by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 13121C 0066F, with a date of identification of September 18, 2013, for Community No. 130084, in Fulton County, State of Georgia, which is the current Flood Insurance Rate Map for the community in which said property is situated as shown on survey and the remainder of the property lies within zone designation 'X'.

The preparation of this survey was authorized by Cousins Properties Incorporated. This map or plot has been calculated for closure by the coordinate method and is found to be accurate within one foot in +300,000 feet. The linear and angular measurements shown on this plot or map were obtained using in the field survey a Leica TCA 1100 Total Station. All corner markers and markers of pertinent reference points shown have been fully described and indicated as to material or types and have been noted as whether they were set, found or replaced.

NORTH POINT MALL

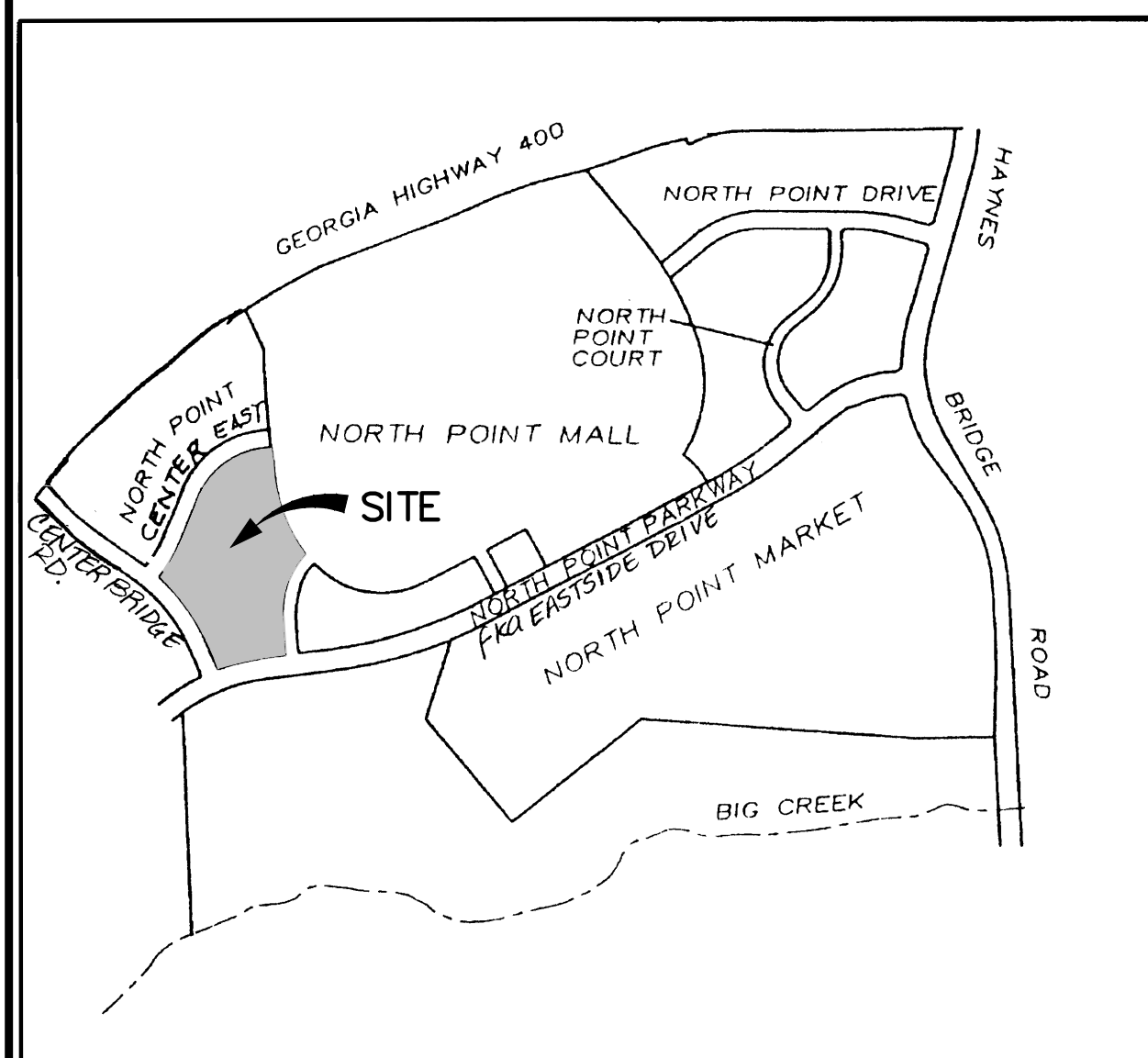


TRACT A2
AREA =
306,939 sq. ft.
or 7.046 ac.±

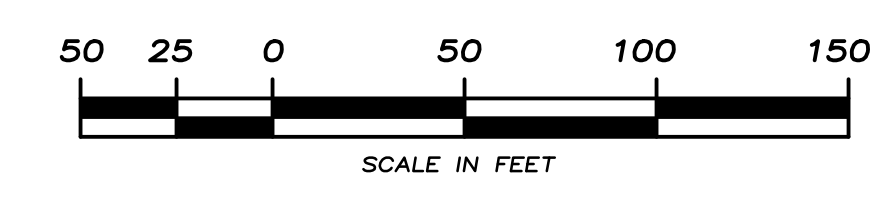
TRACT A1
AREA =
298,861 sq. ft.
or 6.861 ac.±

TRACT B
AREA =
99,631 sq. ft.
or 2.287 ac.±

TOTAL AREA =
705,431 sq. ft.
or 16.194 ac.±



VICINITY MAP
SCALE: 1" = 1,000'



REV. 12-29-15 Revised Legal Descriptions

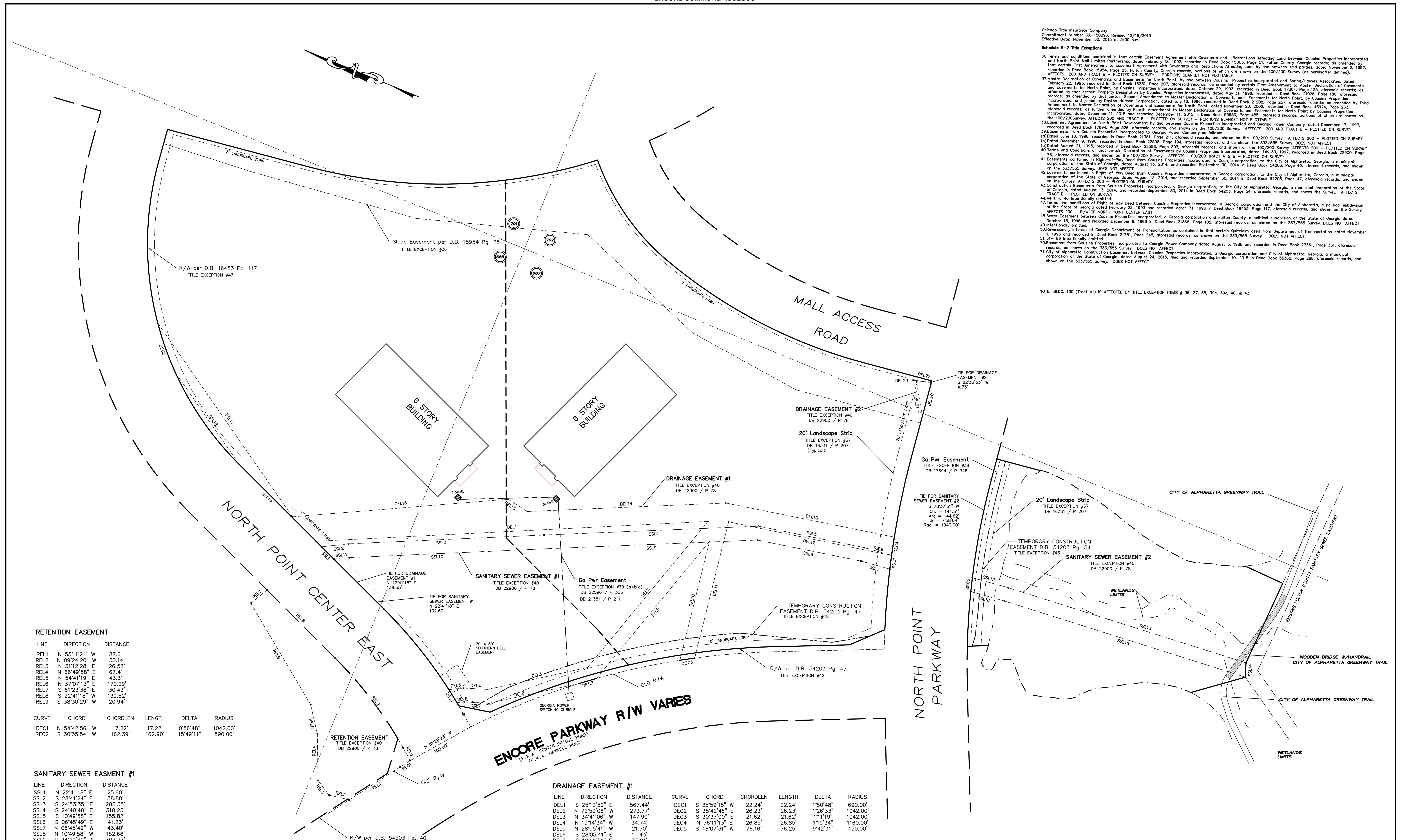
ALTA/ACSM LAND TITLE SURVEY
of
BUILDINGS 100 & 200, NORTH POINT CENTER EAST
for
ACCESSO ACQUISITIONS, LLC,
a Florida limited liability company,
KEYBANK NATIONAL ASSOCIATION,
BRI 1870 NORTH POINT LLC,
FIDELITY NATIONAL TITLE GROUP and
CHICAGO TITLE INSURANCE COMPANY,
and each of their respective successors and assigns
Located in
Land Lots 687, 688, 701 & 702 - 1st District - 2nd Section
City of Alpharetta - Fulton County, Georgia
Engineering & Inspection Systems, Inc.
8960 Martin Road
Roswell, Georgia 30078
(770) 343-8800
Scale: 1" = 50'
Date: 12/21/15
Sh. 1 of 3
DRAWN: JEN DESIGN: JEN CHECKED: JEN DRAWING FILE: ALTA100&200 JOB No.: 15.1.007

Chicago Title Insurance Company
Commitment Number CA-150296, Revised 12/18/2015
Effective Date: November 30, 2015 at 5:00 p.m.

Schedule B-2 Title Exceptions

- 36. Terms and conditions contained in that certain Easement Agreement with Covenants and Restrictions Affecting Land between Cousins Properties Incorporated and North Point Mall Limited Partnership, dated February 18, 1992, recorded in Deed Book 15003, Page 01, Fulton County, Georgia records, as amended by that certain First Amendment to Easement Agreement with Covenants and Restrictions Affecting Land by and between said parties, dated November 2, 1992, recorded in Deed Book 15954, Page 25, Fulton County, Georgia records, portions of which are shown on the 100/200 Survey (as hereinafter defined). AFFECTS 200 AND TRACT B - PLOTTED ON SURVEY - PORTIONS BLANKET NOT PLOTTABLE.
37. Master Declaration of Covenants and Easements for North Point, by and between Cousins Properties Incorporated and Spring/Hoynes Associates, dated February 22, 1993, recorded in Deed Book 16331, Page 207, aforesaid records, as amended by certain First Amendment to Master Declaration of Covenants and Easements for North Point, by Cousins Properties Incorporated, dated October 29, 1993, recorded in Deed Book 17304, Page 135, aforesaid records, as amended by that certain Second Amendment to Master Declaration of Covenants and Easements for North Point, by Cousins Properties Incorporated, and dated by Dayton Hudson Corporation, dated July 18, 1996, recorded in Deed Book 21026, Page 180, aforesaid records, as amended by that certain Third Amendment to Master Declaration of Covenants and Easements for North Point, by Cousins Properties Incorporated, dated December 11, 2015 and recorded December 11, 2015 in Deed Book 55650, Page 485, aforesaid records, portions of which are shown on the 100/200 Survey. AFFECTS 200 AND TRACT B - PLOTTED ON SURVEY - PORTIONS BLANKET NOT PLOTTABLE.
38. Easement Agreement for North Point Development by and between Cousins Properties Incorporated and Georgia Power Company, dated December 17, 1993, recorded in Deed Book 17694, Page 326, aforesaid records, and shown on the 100/200 Survey. AFFECTS 200 AND TRACT B - PLOTTED ON SURVEY.
39. Easements from Cousins Properties Incorporated to Georgia Power Company as follows:
(a) Dated June 18, 1996, recorded in Deed Book 21381, Page 211, aforesaid records, and shown on the 100/200 Survey. AFFECTS 200 - PLOTTED ON SURVEY.
(b) Dated December 9, 1996, recorded in Deed Book 22596, Page 194, aforesaid records, and shown on the 100/200 Survey. AFFECTS 200 - PLOTTED ON SURVEY.
(c) Dated August 21, 1995, recorded in Deed Book 22596, Page 303, aforesaid records, and shown on the 100/200 Survey. AFFECTS 200 - PLOTTED ON SURVEY.
40. Terms and Conditions of that certain Declaration of Easements by Cousins Properties Incorporated, dated July 30, 1997, recorded in Deed Book 22900, Page 78, aforesaid records, and shown on the 100/200 Survey. AFFECTS 100/200 TRACT A & B - PLOTTED ON SURVEY.
41. Easements contained in Right-of-Way Deed from Cousins Properties Incorporated, a Georgia corporation, to the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia, dated August 13, 2014, and recorded September 30, 2014 in Deed Book 54203, Page 40, aforesaid records, and shown on the 100/200 Survey. AFFECTS 200 AND TRACT B - PLOTTED ON SURVEY.
42. Easements contained in Right-of-Way Deed from Cousins Properties Incorporated, a Georgia corporation, to the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia, dated August 13, 2014, and recorded September 30, 2014 in Deed Book 54203, Page 47, aforesaid records, and shown on the 100/200 Survey. AFFECTS 200 - PLOTTED ON SURVEY.
43. Construction Easements from Cousins Properties Incorporated, a Georgia corporation, to the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia, dated August 13, 2014, and recorded September 30, 2014 in Deed Book 54203, Page 54, aforesaid records, and shown on the 100/200 Survey. AFFECTS TRACT B - PLOTTED ON SURVEY.
44. 44 thru 46 intentionally omitted.
47. Terms and conditions of Right of Way Deed between Cousins Properties Incorporated, a Georgia corporation and the City of Alpharetta, a political subdivision of the State of Georgia dated February 22, 1993 and recorded March 31, 1993 in Deed Book 16453, Page 117, aforesaid records, and shown on the Survey. AFFECTS 200 - 6/4 OF NORTH POINT CENTER EAST.
48. Sewer Easement between Cousins Properties Incorporated, a Georgia corporation and Fulton County, a political subdivision of the State of Georgia dated October 15, 1998 and recorded December 9, 1998 in Deed Book 21866, Page 102, aforesaid records, as shown on the 333/555 Survey. DOES NOT AFFECT 49. Intentionally omitted.
49. Intentionally omitted.
50. Reversionary interest of Georgia Department of Transportation as contained in that certain Quitclaim deed from Department of Transportation dated November 1, 1998 and recorded in Deed Book 21751, Page 245, aforesaid records, as shown on the 333/555 Survey. DOES NOT AFFECT.
51. 51 - 69 intentionally omitted.
70. Easement from Cousins Properties Incorporated to Georgia Power Company dated August 5, 1988 and recorded in Deed Book 27351, Page 331, aforesaid records, as shown on the 333/555 Survey. DOES NOT AFFECT.
71. City of Alpharetta Construction Easement between Cousins Properties Incorporated, a Georgia corporation and City of Alpharetta, Georgia, a municipal corporation of the State of Georgia, dated August 24, 2010, filed and recorded September 10, 2010 in Deed Book 55365, Page 288, aforesaid records, and shown on the 333/555 Survey. DOES NOT AFFECT.

NOTE: BLDG. 100 (Tract A1) IS AFFECTED BY TITLE EXCEPTION ITEMS # 36, 37, 38, 39a, 39c, 40, & 43.



RETENTION EASEMENT

Table with 3 columns: LINE, DIRECTION, DISTANCE. Lists lines REL1 through REL9 with their respective bearings and distances.

Table with 5 columns: CURVE, CHORD, CHORDLEN, LENGTH, DELTA, RADIUS. Lists curves REC1 and REC2 with their geometric data.

SANITARY SEWER EASEMENT #1

Table with 3 columns: LINE, DIRECTION, DISTANCE. Lists lines SSL1 through SSL11 with their bearings and distances.

Table with 5 columns: CURVE, CHORD, CHORDLEN, LENGTH, DELTA, RADIUS. Lists curve SSC1 with its geometric data.

SANITARY SEWER EASEMENT #2

Table with 3 columns: LINE, DIRECTION, DISTANCE. Lists lines SSL12 through SSL16 with their bearings and distances.

Table with 5 columns: CURVE, CHORD, CHORDLEN, LENGTH, DELTA, RADIUS. Lists curve SSC2 with its geometric data.

DRAINAGE EASEMENT #1

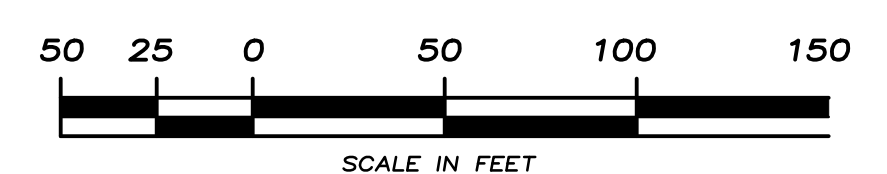
Table with 6 columns: LINE, DIRECTION, DISTANCE, CURVE, CHORD, CHORDLEN, LENGTH, DELTA, RADIUS. Lists lines DEL1 through DEL19 and curves DEC1 through DEC5.

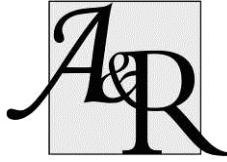
DRAINAGE EASEMENT #2

Table with 6 columns: LINE, DIRECTION, DISTANCE, CURVE, CHORD, CHORDLEN, LENGTH, DELTA, RADIUS. Lists lines DEL20 through DEL23 and curve DEC6.

REV. 12-29-15 Revised Legal Descriptions

ALTA/ACSM LAND TITLE SURVEY of BUILDINGS 100 & 200, NORTH POINT CENTER EAST. Includes company information for ACCESSO ACQUISITIONS, LLC, KEYBANK NATIONAL ASSOCIATION, FIDELITY NATIONAL TITLE GROUP, and CHICAGO TITLE INSURANCE COMPANY. Includes a scale bar and drawing details.





A&R Engineering Inc.

2160 Kingston Court, Suite O
 Marietta, GA 30067
 Tel: (770) 690-9255 Fax: (770) 690-9210
 www.areng.com



Memorandum

To: Paulson Mitchell, Inc.
 From: Abdul K. Amer, PE, PTOE
 Date: September 28, 2018
 Subject: Trip Generation Memo for North Point Center East Development

The purpose of this memorandum is to determine the trip generation that will result from the proposed development at North Point Center East office building located in the northeast corner of North Point Parkway and Encore Parkway in Alpharetta, Georgia. The additional development will consist of:

- Shopping Center: 10,500 sf
- Restaurant: 6,800 sf

The development has one full-access driveway on North Point Mall Access Road and one full access on North Point Center East. The location of the development is shown in Figure 1 below.



METHODOLOGY

Trip generation estimates for the proposed project were based on the rates and equations published in the 10th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation was based on the following ITE Land Uses: 820 – *Shopping Center* and 931 and *Quality Restaurant*. Due to the nature of the development, pass-by reductions have been applied per ITE standards. The trip generation for the development is shown in Table 1.

MP-18-09
ENCORE COMMONS/ACCESSO

Trip Generation Memo – North Point Center East

Page 2 of 2

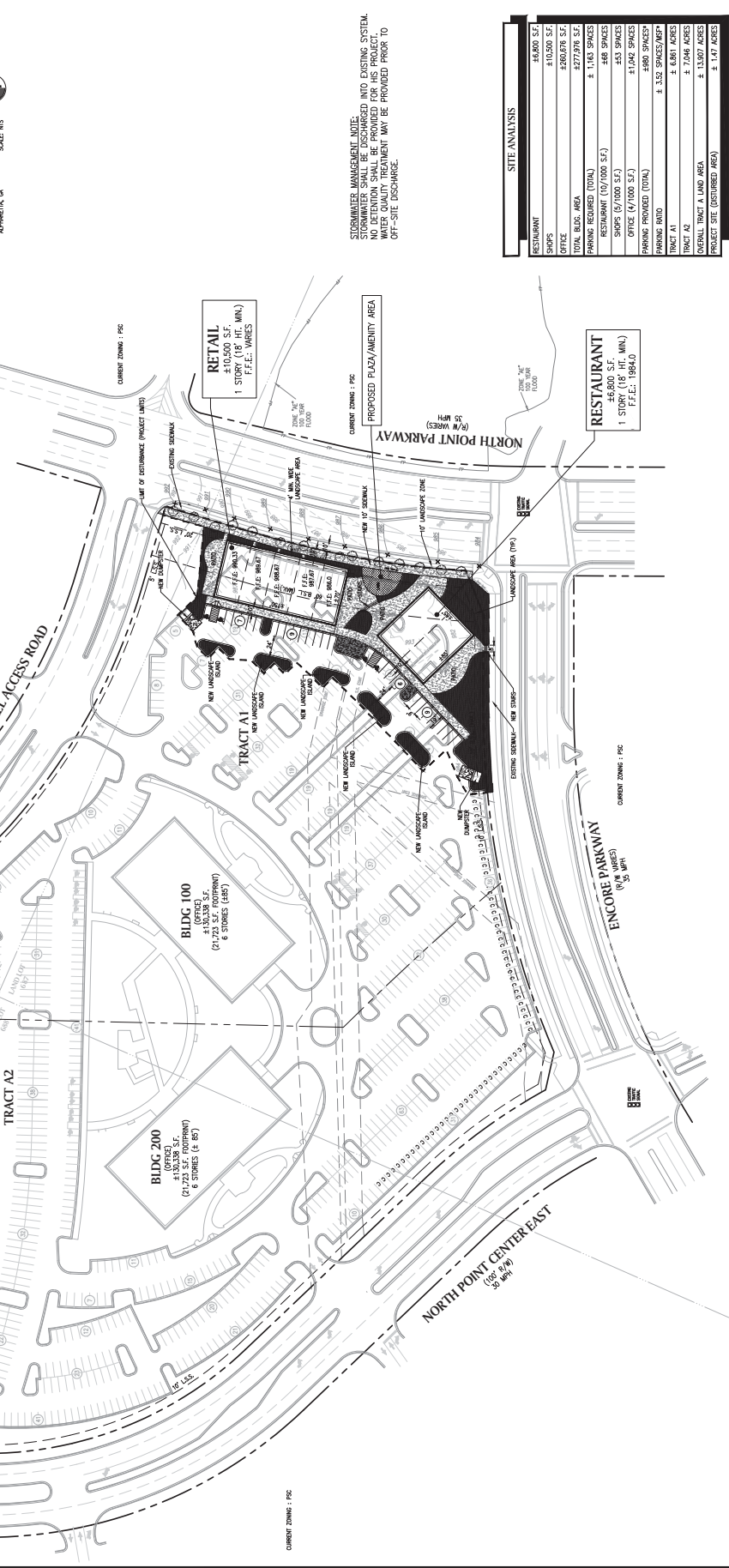
TABLE 1 – TRIP GENERATION								
Land Use	Size	AM Peak Hour			PM Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-way
Shopping Center	10,500 sf	97	60	157	49	54	103	1,298
	<i>Pass-by Trips (0%) 34%</i>	0	0	0	-16	-18	-34	-340
Quality Restaurant	6,800 sf	2	3	5	36	17	53	570
	<i>Pass-by Trips (0%) 43%</i>	0	0	0	-15	-7	-22	-220
Total Trips (without Reductions)		99	63	162	85	71	156	1,868
New External Trips (with Reductions)		99	63	162	54	46	100	1,308

**Daily pass-by reduction estimated to be least of applied PM peak hour pass-by rate or ten times the PM pass-by volume*

Appendix



VICINITY MAP
ALPHARETTA, GA
SCALE: 1" = 60'

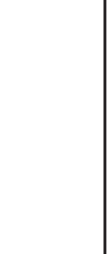


STORMWATER MANAGEMENT NOTE:
STORMWATER SHALL BE DISCHARGED INTO EXISTING SYSTEM.
NO DETENTION SHALL BE PROVIDED FOR THIS PROJECT.
DETENTION SHALL BE PROVIDED WHEN NECESSARY TO PREVENT OFF-SITE DISCHARGE.

SITE ANALYSIS

RESTAURANT	± 46,800 S.F.
SHOPS	± 10,500 S.F.
OFFICE	± 2,723 S.F.
PARKING REQUIRED (TOTAL)	± 1,143 SPACES
RESTAURANT (107,000 S.F.)	± 448 SPACES
SHOPS (17,000 S.F.)	± 453 SPACES
OFFICE (2,723 S.F.)	± 142 SPACES
PARKING PROVIDED (TOTAL)	± 490 SPACES
PARKING RATIO	± 3.52 SPACES/ACRE
TRACT A1	± 6,881 ACRES
TRACT A2	± 7,046 ACRES
TRACT A3	± 13,927 ACRES
TOTAL TRACT A LAND AREA	± 13,974 ACRES
PROJECT SITE (DISTURBED AREA)	± 1.47 ACRES

* WITHIN 20% PARKING REDUCTION ALLOWED IN ACTIVITY ZONE OVERLAP



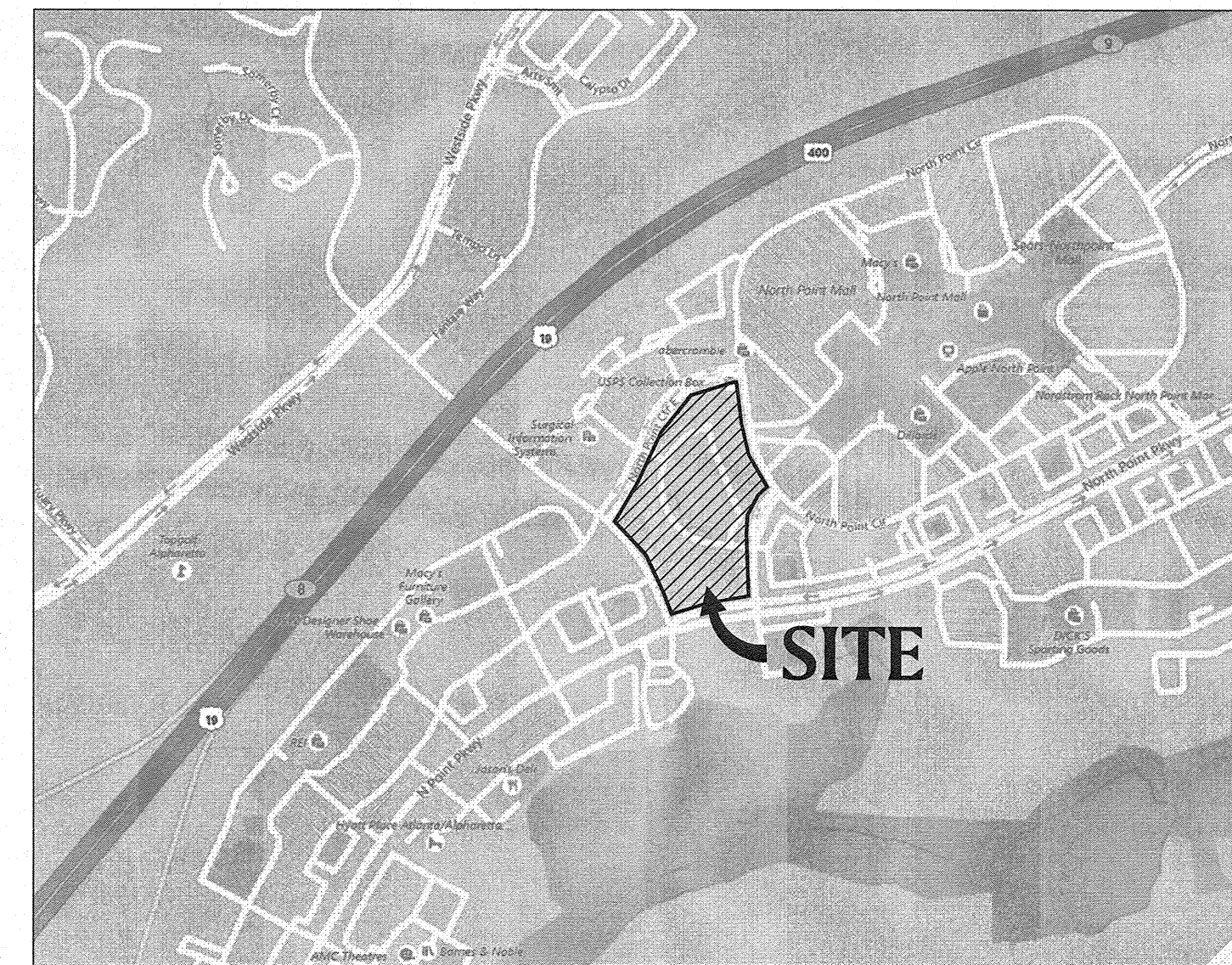
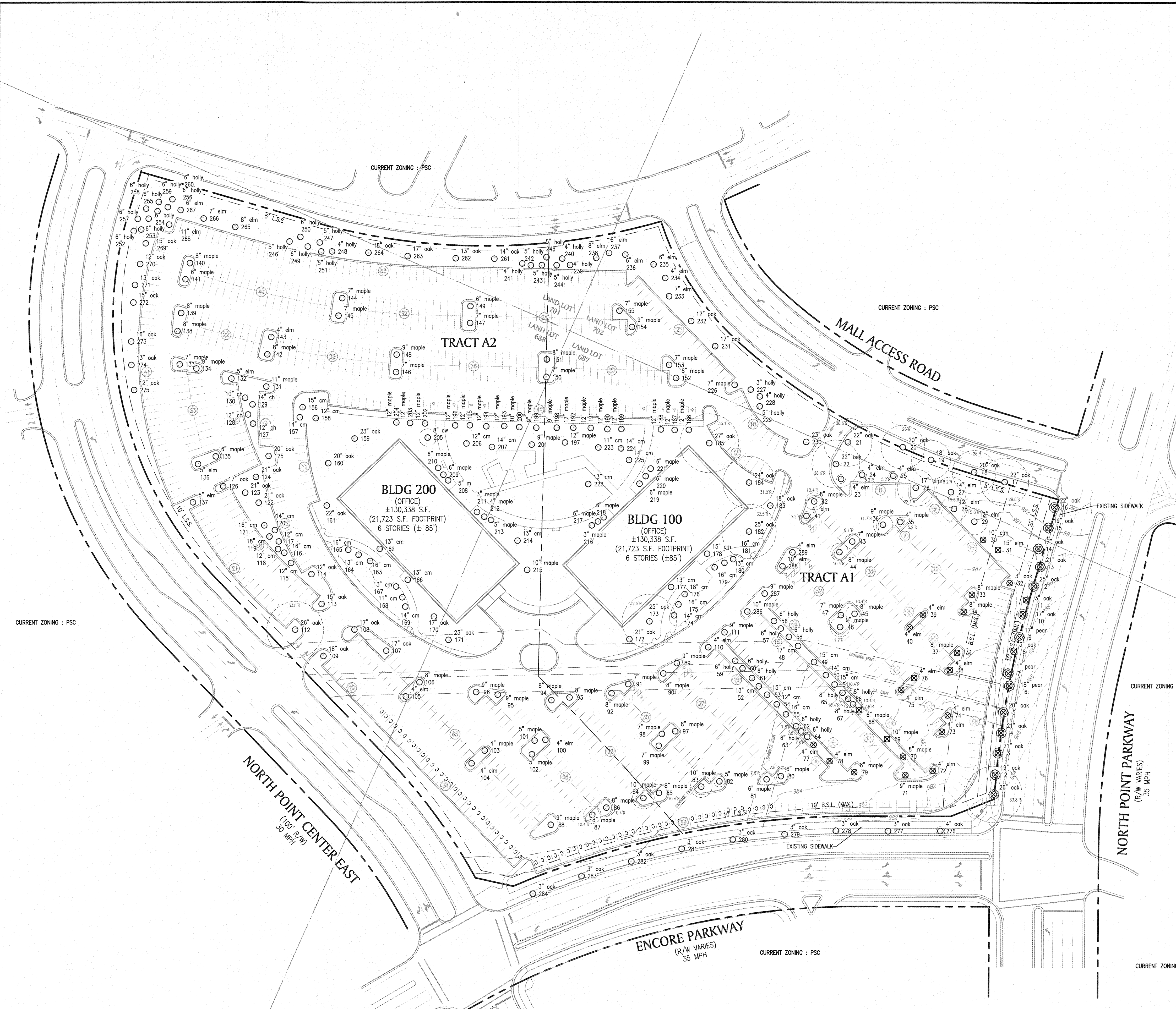
PRELIMINARY SITE PLAN

DISCLAIMER FOR PLAN JURISDICTION:
THESE PLANS AND SPECIFICATIONS ARE PRELIMINARY AND NOT FOR CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION, SURVEY DATA, AND OTHER INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION, SURVEY DATA, AND OTHER INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION, SURVEY DATA, AND OTHER INFORMATION PROVIDED HEREON.

PAULSON MITCHELL INCORPORATED
LAND PLANNING
ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
SURVEYING
ENGINEERING
CONSTRUCTION MANAGEMENT
1000 W. WINDY HILL
SUITE 200
ALPHARETTA, GEORGIA 30009
(770) 475-1100
WWW.PM-ARCH.COM

**ENCORE COMMONS
ADDITIONAL
DEVELOPMENT**
1005, 887, 885, 883, 881, 879, 877, 875, 873, 871, 869, 867, 865, 863, 861, 859, 857, 855, 853, 851, 849, 847, 845, 843, 841, 839, 837, 835, 833, 831, 829, 827, 825, 823, 821, 819, 817, 815, 813, 811, 809, 807, 805, 803, 801, 799, 797, 795, 793, 791, 789, 787, 785, 783, 781, 779, 777, 775, 773, 771, 769, 767, 765, 763, 761, 759, 757, 755, 753, 751, 749, 747, 745, 743, 741, 739, 737, 735, 733, 731, 729, 727, 725, 723, 721, 719, 717, 715, 713, 711, 709, 707, 705, 703, 701, 699, 697, 695, 693, 691, 689, 687, 685, 683, 681, 679, 677, 675, 673, 671, 669, 667, 665, 663, 661, 659, 657, 655, 653, 651, 649, 647, 645, 643, 641, 639, 637, 635, 633, 631, 629, 627, 625, 623, 621, 619, 617, 615, 613, 611, 609, 607, 605, 603, 601, 599, 597, 595, 593, 591, 589, 587, 585, 583, 581, 579, 577, 575, 573, 571, 569, 567, 565, 563, 561, 559, 557, 555, 553, 551, 549, 547, 545, 543, 541, 539, 537, 535, 533, 531, 529, 527, 525, 523, 521, 519, 517, 515, 513, 511, 509, 507, 505, 503, 501, 499, 497, 495, 493, 491, 489, 487, 485, 483, 481, 479, 477, 475, 473, 471, 469, 467, 465, 463, 461, 459, 457, 455, 453, 451, 449, 447, 445, 443, 441, 439, 437, 435, 433, 431, 429, 427, 425, 423, 421, 419, 417, 415, 413, 411, 409, 407, 405, 403, 401, 399, 397, 395, 393, 391, 389, 387, 385, 383, 381, 379, 377, 375, 373, 371, 369, 367, 365, 363, 361, 359, 357, 355, 353, 351, 349, 347, 345, 343, 341, 339, 337, 335, 333, 331, 329, 327, 325, 323, 321, 319, 317, 315, 313, 311, 309, 307, 305, 303, 301, 299, 297, 295, 293, 291, 289, 287, 285, 283, 281, 279, 277, 275, 273, 271, 269, 267, 265, 263, 261, 259, 257, 255, 253, 251, 249, 247, 245, 243, 241, 239, 237, 235, 233, 231, 229, 227, 225, 223, 221, 219, 217, 215, 213, 211, 209, 207, 205, 203, 201, 199, 197, 195, 193, 191, 189, 187, 185, 183, 181, 179, 177, 175, 173, 171, 169, 167, 165, 163, 161, 159, 157, 155, 153, 151, 149, 147, 145, 143, 141, 139, 137, 135, 133, 131, 129, 127, 125, 123, 121, 119, 117, 115, 113, 111, 109, 107, 105, 103, 101, 99, 97, 95, 93, 91, 89, 87, 85, 83, 81, 79, 77, 75, 73, 71, 69, 67, 65, 63, 61, 59, 57, 55, 53, 51, 49, 47, 45, 43, 41, 39, 37, 35, 33, 31, 29, 27, 25, 23, 21, 19, 17, 15, 13, 11, 9, 7, 5, 3, 1, 0

13/01/2017 10:12:00 (Penny) 2017122 - 05-444, D. (PAULSON MITCHELL) SCALAR MAPS, LLC. 500 - 800, 50. VERMONT, SEPTEMBER 21, 2018 5:23:31 PM



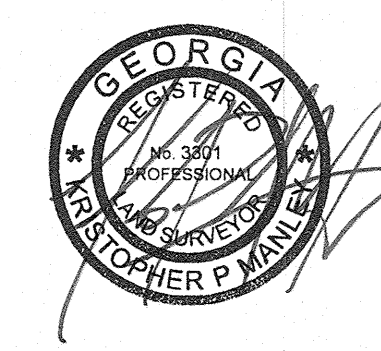
VICINITY MAP
ALPHARETTA, GA SCALE: NTS

EXISTING TREES

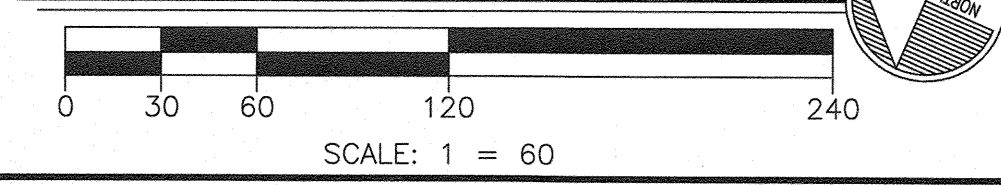
1	26 oak	61	6 holly	121	16 cm	181	16 cm	241	4 holly
2	19 oak	62	6 holly	122	21 oak	182	25 oak	242	5 holly
3	21 oak	63	6 holly	123	21 oak	183	18 oak	243	5 holly
4	21 oak	64	6 holly	124	21 oak	184	24 oak	244	5 holly
5	20 oak	65	8 holly	125	20 oak	185	27 oak	245	5 holly
6	18 pear	66	8 holly	126	17 oak	186	12 maple	246	5 holly
7	11 pear	67	8 holly	127	12 ch	187	12 maple	247	5 holly
8	3 oak	68	6 maple	128	12 ch	188	12 maple	248	4 holly
9	17 pear	69	10 maple	129	14 ch	189	12 maple	249	6 holly
10	17 oak	70	8 maple	130	10 ch	190	12 maple	250	6 holly
11	3 oak	71	9 maple	131	11 maple	191	12 maple	251	5 holly
12	25 oak	72	9 maple	132	5 elm	192	12 maple	252	6 holly
13	21 oak	73	4 elm	133	7 maple	193	12 maple	253	6 holly
14	17 oak	74	4 elm	134	9 maple	194	12 maple	254	6 holly
15	19 oak	75	4 elm	135	6 maple	195	12 maple	255	6 holly
16	22 oak	76	4 elm	136	5 elm	196	12 maple	256	6 holly
17	22 oak	77	4 elm	137	5 elm	197	12 maple	257	6 holly
18	20 oak	78	4 elm	138	8 maple	198	9 maple	258	6 holly
19	18 oak	79	8 maple	139	8 maple	199	9 maple	259	6 holly
20	20 oak	80	6 maple	140	8 maple	200	10 maple	260	6 holly
21	22 oak	81	6 maple	141	6 maple	201	9 maple	261	14 oak
22	22 oak	82	5 maple	142	8 maple	202	12 maple	262	13 oak
23	4 elm	83	10 maple	143	4 elm	203	12 maple	263	17 oak
24	4 elm	84	10 maple	144	7 maple	204	12 maple	264	18 oak
25	4 elm	85	8 maple	145	7 maple	205	8 dw	265	8 elm
26	17 elm	86	8 maple	146	7 maple	206	12 cm	266	7 elm
27	14 elm	87	8 maple	147	7 maple	207	14 cm	267	6 elm
28	12 elm	88	9 maple	148	9 maple	208	5 m	268	11 elm
29	12 elm	89	9 maple	149	6 maple	209	6 maple	269	15 oak
30	10 elm	90	8 maple	150	7 maple	210	6 maple	270	12 oak
31	15 elm	91	7 maple	151	8 maple	211	3 maple	271	13 oak
32	3 oak	92	8 maple	152	8 maple	212	4 maple	272	15 oak
33	8 maple	93	8 maple	153	7 maple	213	5 maple	273	16 oak
34	8 maple	94	8 maple	154	9 maple	214	13 cm	274	13 oak
35	4 maple	95	9 maple	155	7 maple	215	10 maple	275	12 oak
36	9 maple	96	9 maple	156	15 cm	216	3 maple	276	4 oak
37	8 maple	97	8 maple	157	14 cm	217	6 maple	277	3 oak
38	4 elm	98	7 maple	158	12 cm	218	6 maple	278	3 oak
39	4 elm	99	7 maple	159	23 oak	219	6 maple	279	3 oak
40	4 elm	100	4 elm	160	20 oak	220	6 maple	280	3 oak
41	4 elm	101	5 maple	161	22 oak	221	6 maple	281	3 oak
42	8 maple	102	5 maple	162	13 cm	222	13 cm	282	3 oak
43	7 maple	103	4 maple	163	16 cm	223	11 cm	283	3 oak
44	8 maple	104	4 elm	164	13 cm	224	14 cm	284	3 oak
45	8 maple	105	4 elm	165	16 cm	225	14 cm	286	10 oak
46	9 maple	106	8 maple	166	13 cm	226	7 maple	287	9 maple
47	7 maple	107	17 oak	167	13 cm	227	3 holly	288	10 maple
48	17 cm	108	17 oak	168	11 cm	228	4 holly	289	4 elm
49	15 cm	109	18 oak	169	14 cm	229	5 holly		
50	14 cm	110	4 elm	170	17 oak	230	23 oak		
51	15 cm	111	9 maple	171	23 oak	231	17 oak		
52	13 cm	112	26 oak	172	21 oak	232	12 oak		
53	15 cm	113	15 oak	173	25 oak	233	7 elm		
54	12 cm	114	12 oak	174	14 cm	234	4 elm		
55	16 cm	115	12 cm	175	16 cm	235	6 elm		
56	6 holly	116	16 cm	176	18 cm	236	6 elm		
57	6 holly	117	12 cm	177	13 cm	237	6 elm		
58	6 holly	118	12 cm	178	15 cm	238	8 elm		
59	6 holly	119	18 cm	179	16 cm	239	4 holly		
60	6 holly	120	14 cm	180	13 cm	240	4 holly		

× INDICATES EXISTING TREE TO BE REMOVED

○ 10.4R
INDICATES CRITICAL ROOT ZONE (RADIUS=DBH X 1.3)



TREE SURVEY



SURVEY DISCLAIMER:
 PLAN IS BASED ON CLIENT PROVIDED INFORMATION POSSIBLY INCLUDING BUT NOT LIMITED TO THE FOLLOWING: TAX MAPS, USGS MAPS, GIS INFORMATION, SCANNED/DIGITAL BOUNDARY SURVEY, SCANNED/DIGITAL TOPOGRAPHICAL SURVEY, SCANNED/DIGITAL AS-BUILT PLAN, SCANNED/DIGITAL ALTA SURVEY, AND/OR PREVIOUS CONSTRUCTION PLANS BY PMI/OTHERS. ALL ZONING INFORMATION SHOWN IN THE TITLEBLOCK TO THE RIGHT HAS BEEN RESEARCHED BUT NOT VERIFIED WITH THE JURISDICTION.
 PLAN BOUNDARY AND EXISTING CONDITIONS ARE ONLY AS ACCURATE AS THE INFORMATION PROVIDED.
 THIS SURVEY WAS PREPARED FOR INFORMATION PURPOSES ONLY AND IS NOT SUITABLE FOR RECORDING OR TRANSFER OF TITLE

LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684
www.paulsonmitchell.com

PAULSON MITCHELL
INCORPORATED

PROJECT:
ENCORE COMMONS
ADDITIONAL DEVELOPMENT
 LAND LOTS 687, 688, 701, 702
 1ST DISTRICT, 2ND SECTION
 100 & 200 NORTHPOINT CENTER E.
 CITY OF ALPHARETTA
 FULTON COUNTY, GA 30022
FOR:
BRI 1870 NORTH POINT, LLC
 1870 NORTH POINT PARKWAY,
 SUITE 340
 ATLANTA, GA 30339
 (678) 324-1880

ZONING INFORMATION
 ZONING RESEARCH DATE: MARCH 2017
ZONING CLASSIFICATION
 JURISDICTION: CITY OF ALPHARETTA
 EX. ZONING: PSC (PLANNED SHOPPING CTR.)
 PR. ZONING: PSC (PLANNED SHOPPING CTR.)
DRAWING RECORD
 DRAWN BY:
 2017122 - PS-4.dwg 09.27.18

MP-18-09
ENCORE COMMONS/ACCESSO

460 East Paces Ferry Road, NE
Atlanta, GA 30305

Telephone: 404-351-8929
Fax: 404-351-8902



September 21, 2018
Paulson Mitchell Inc
300 North Point Parkway

I, Christie Bryant with Gunnison Tree Specialists, came out to do a Level 1 Basic Limited Visual Assessment of the trees at 100-300 North Point Parkway on 9-21-2018 by Christie Bryant. I walked or drove past all sides of all the trees.

Conditions levels are Good, Fair, and Poor. If they are dead or have excessive die-back I call them Dying.

Tree Number	Tree Size	Tree Species	Tree Condition
1	26"	LAUREL OAK	GOOD
2	19"	LAUREL OAK	FAIR
3	21"	LAUREL OAK	GOOD
4	21"	LAUREL OAK	FAIR
5	20"	LAUREL OAK	GOOD
6	18"	PEAR	FAIR
7	11"	PEAR	FAIR
8	3"	LAUREL OAK	GOOD
9	17"	PEAR	FAIR
10	17"	LAUREL OAK	FAIR
11	3"	LAUREL OAK	GOOD
12	25"	LAUREL OAK	GOOD
13	21"	LAUREL OAK	GOOD
14	17"	LAUREL OAK	FAIR
15	19"	LAUREL OAK	GOOD
16	22"	LAUREL OAK	GOOD
17	22"	PIN OAK	GOOD
18	20"	PIN OAK	GOOD
19	18"	PIN OAK	GOOD
20	20"	PIN OAK	GOOD
21	22"	WILLOW OAK	GOOD
22	22"	WILLOW OAK	GOOD
23	4"	ELM	GOOD
24	4"	ELM	GOOD

ENCORE COMMONS/ACCESSO

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25	4"	ELM	GOOD
26	17'	ELM	GOOD
27	14"	ELM	GOOD
28	12"	ELM	GOOD
29	12"	ELM	GOOD
30	10"	ELM	GOOD
31	15"	ELM	GOOD
32	3"	OAK	DYING
33	8"	MAPLE	GOOD
34	8"	MAPLE	FAIR
35	4"	MAPLE	GOOD
36	9"	MAPLE	GOOD
37	8"	MAPLE	GOOD
38	4"	ELM	GOOD
39	4"	ELM	GOOD
40	4"	ELM	GOOD
41	4"	ELM	GOOD
42	8"	MAPLE	FAIR
43	7"	MAPLE	FAIR
44	8"	MAPLE	POOR
45	8"	MAPLE	FAIR
46	9"	MAPLE	FAIR
47	7"	MAPLE	POOR
48	17"	HOLLY	GOOD
49	15"	HOLLY	GOOD
50	14"	HOLLY	GOOD
51	15"	HOLLY	GOOD
52	13"	HOLLY	GOOD
53	15"	HOLLY	GOOD
54	12"	HOLLY	GOOD
55	16"	HOLLY	GOOD
56	6"	HOLLY	GOOD
57	6"	HOLLY	GOOD
58	6"	HOLLY	GOOD
59	6"	HOLLY	GOOD
60	6"	HOLLY	GOOD

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Atlanta, GA 30305



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61	6"	HOLLY	GOOD
62	6"	HOLLY	GOOD
63	6"	HOLLY	GOOD
64	6"	HOLLY	GOOD
65	8"	HOLLY	GOOD
66	8"	HOLLY	GOOD
67	8"	HOLLY	GOOD
68	6"	MAPLE	GOOD
69	10"	MAPLE	GOOD
70	8"	MAPLE	FAIR
71	9"	MAPLE	GOOD
72	4"	ELM	GOOD
73	4"	ELM	GOOD
74	4"	ELM	GOOD
75	4"	ELM	GOOD
76	4"	ELM	GOOD
77	4"	ELM	GOOD
78	4"	ELM	GOOD
79	8"	MAPLE	FAIR
80	6"	MAPLE	FAIR
81	6"	MAPLE	FAIR
82	5"	MAPLE	GOOD
83	10"	MAPLE	GOOD
84	10"	MAPLE	GOOD
85	8"	MAPLE	GOOD
86	8"	MAPLE	FAIR
87	8"	MAPLE	GOOD
88	9"	MAPLE	GOOD
89	9"	MAPLE	GOOD
90	8"	MAPLE	GOOD
91	7"	MAPLE	GOOD
92	8"	MAPLE	GOOD
93	8"	MAPLE	FAIR
94	8"	MAPLE	GOOD
95	9"	MAPLE	GOOD
96	9"	MAPLE	GOOD



97	8"	MAPLE	GOOD
98	7"	MAPLE	GOOD
99	7"	MAPLE	GOOD
100	4"	ELM	GOOD
101	5"	MAPLE	GOOD
102	5"	MAPLE	GOOD
103	4"	MAPLE	GOOD
104	4"	ELM	GOOD
105	4"	ELM	GOOD
106	8"	MAPLE	GOOD
107	17"	WILLOW OAK	GOOD
108	17"	WILLOW OAK	GOOD
109	18"	WILLOW OAK	GOOD
110	4"	ELM	GOOD
111	15"	WILLOW OAK	GOOD
112	26"	WILLOW OAK	GOOD
113	15"	WILLOW OAK	GOOD
114	12"	WILLOW OAK	GOOD
115	12"	CRAPE MYRTLE	GOOD
116	16"	CRAPE MYRTLE	GOOD
117	12"	CRAPE MYRTLE	GOOD
118	12"	CRAPE MYRTLE	GOOD
119	18"	CRAPE MYRTLE	GOOD
120	14"	CRAPE MYRTLE	GOOD
121	16"	CRAPE MYRTLE	GOOD
122	21"	LAUREL OAK	GOOD
123	21"	WILLOW OAK	GOOD
124	21"	WILLOW OAK	GOOD
125	20"	LAUREL OAK	FAIR
126	17"	WILLOW OAK	GOOD
127	12"	CHERRY	GOOD
128	12"	CHERRY	GOOD
129	14"	CHERRY	GOOD
130	10"	CHERRY	GOOD
131	11"	MAPLE	GOOD
132	5"	ELM	GOOD



133	7"	MAPLE	GOOD
134	9"	MAPLE	GOOD
135	6"	MAPLE	GOOD
136	5"	MAPLE	GOOD
137	5"	ELM	GOOD
138	8"	MAPLE	GOOD
139	8"	MAPLE	GOOD
140	8"	MAPLE	GOOD
141	6"	MAPLE	GOOD
142	8"	MAPLE	GOOD
143	4"	ELM	GOOD
144	7"	MAPLE	GOOD
145	7"	MAPLE	GOOD
146	7"	MAPLE	GOOD
147	7"	MAPLE	FAIR
148	9"	MAPLE	GOOD
149	6"	MAPLE	GOOD
150	7"	MAPLE	GOOD
151	8"	MAPLE	GOOD
152	8"	MAPLE	GOOD
153	7"	MAPLE	FAIR
154	9"	MAPLE	GOOD
155	7"	MAPLE	FAIR
156	9"	CRAPE MYRTLE	GOOD
157	14"	CRAPE MYRTLE	GOOD
158	12"	CRAPE MYRTLE	GOOD
159	23"	WILLOW OAK	GOOD
160	20"	WILLOW OAK	GOOD
161	22"	WILLOW OAK	GOOD
162	13"	CRAPE MYRTLE	GOOD
163	16"	CRAPE MYRTLE	GOOD
164	13"	CRAPE MYRTLE	GOOD
165	16"	CRAPE MYRTLE	GOOD
166	13"	CRAPE MYRTLE	GOOD
167	13"	CRAPE MYRTLE	GOOD
168	11"	CRAPE MYRTLE	GOOD



169	14"	CRAPE MYRTLE	GOOD
170	17"	WILLOW OAK	GOOD
171	23"	WILLOW OAK	GOOD
172	21"	WILLOW OAK	GOOD
173	25"	WILLOW OAK	GOOD
174	14"	CRAPE MYRTLE	GOOD
175	16"	CRAPE MYRTLE	GOOD
176	18"	CRAPE MYRTLE	GOOD
177	13"	CRAPE MYRTLE	GOOD
178	15"	CRAPE MYRTLE	GOOD
179	16"	CRAPE MYRTLE	GOOD
180	13"	CRAPE MYRTLE	GOOD
181	16"	CRAPE MYRTLE	GOOD
182	25"	WILLOW OAK	GOOD
183	18"	WILLOW OAK	GOOD
184	24"	WILLOW OAK	GOOD
185	27"	WILLOW OAK	GOOD
186	12"	MAPLE	GOOD
187	12"	MAPLE	FAIR
188	12"	MAPLE	FAIR
189	12"	MAPLE	GOOD
190	12"	MAPLE	GOOD
191	12"	MAPLE	POOR
192	12"	MAPLE	GOOD
193	12"	MAPLE	GOOD
194	12"	MAPLE	GOOD
195	12"	MAPLE	GOOD
196	12"	MAPLE	GOOD
197	12"	MAPLE	GOOD
198	9"	MAPLE	GOOD
199	9"	MAPLE	GOOD
200	10"	MAPLE	GOOD
201	9"	MAPLE	GOOD
202	12"	MAPLE	FAIR
203	12"	MAPLE	FAIR
204	12"	MAPLE	GOOD



205	8"	DOGWOOD	GOOD
206	12"	CRAPE MYRTLE	GOOD
207	14"	CRAPE MYRTLE	GOOD
208	5"	JAPANESE MAPLE	GOOD
209	6"	JAPANESE MAPLE	GOOD
210	6"	JAPANESE MAPLE	GOOD
211	3"	JAPANESE MAPLE	GOOD
212	4"	JAPANESE MAPLE	GOOD
213	5"	JAPANESE MAPLE	GOOD
214	13"	CRAPE MYRTLE	GOOD
215	10"	JAPANESE MAPLE	GOOD
216	3"	JAPANESE MAPLE	GOOD
217	6"	JAPANESE MAPLE	GOOD
218	6"	JAPANESE MAPLE	GOOD
219	6"	JAPANESE MAPLE	GOOD
220	6"	JAPANESE MAPLE	GOOD
221	6"	JAPANESE MAPLE	GOOD
222	13"	CRAPE MYRTLE	GOOD
223	11"	CRAPE MYRTLE	GOOD
224	14"	CRAPE MYRTLE	GOOD
225	14"	CRAPE MYRTLE	GOOD
226	7"	MAPLE	POOR
227	3"	HOLLY	GOOD
228	4"	HOLLY	GOOD
229	5"	HOLLY	GOOD
230	23"	WILLOW OAK	GOOD
231	17"	PIN OAK	GOOD
232	12"	PIN OAK	FAIR
233	7"	ELM	GOOD
234	4"	ELM	GOOD
235	7"	MAPLE	FAIR
236	6"	ELM	GOOD
237	6"	ELM	FAIR
238	8"	ELM	GOOD
239	4"	HOLLY	GOOD
240	4"	HOLLY	GOOD

ENCORE COMMONS/ACCESSO

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241	4"	HOLLY	GOOD
242	5"	HOLLY	GOOD
243	5"	HOLLY	GOOD
244	7"	MAPLE	GOOD
245	5"	HOLLY	GOOD
246	5"	HOLLY	GOOD
247	5"	HOLLY	GOOD
248	4"	HOLLY	GOOD
249	6"	HOLLY	GOOD
250	6"	HOLLY	GOOD
251	5"	HOLLY	GOOD
252	6"	HOLLY	GOOD
253	6"	HOLLY	GOOD
254	6"	HOLLY	GOOD
255	6"	HOLLY	GOOD
256	6"	HOLLY	GOOD
257	6"	HOLLY	GOOD
258	6"	HOLLY	GOOD
259	6"	HOLLY	GOOD
260	6"	HOLLY	GOOD
261	14"	PIN OAK	GOOD
262	13"	PIN OAK	GOOD
263	17"	PIN OAK	GOOD
264	18"	PIN OAK	GOOD
265	8"	ELM	GOOD
266	7"	ELM	GOOD
267	6"	ELM	FAIR
268	11"	ELM	GOOD
269	15"	LAUREL OAK	GOOD
270	12"	LAUREL OAK	GOOD
271	13"	LAUREL OAK	FAIR
272	15"	LAUREL OAK	GOOD
273	16"	LAUREL OAK	FAIR
274	12"	LAUREL OAK	GOOD
275	12"	LAUREL OAK	GOOD
276	4"	PIN OAK	GOOD

ENCORE COMMONS/ACCESSO

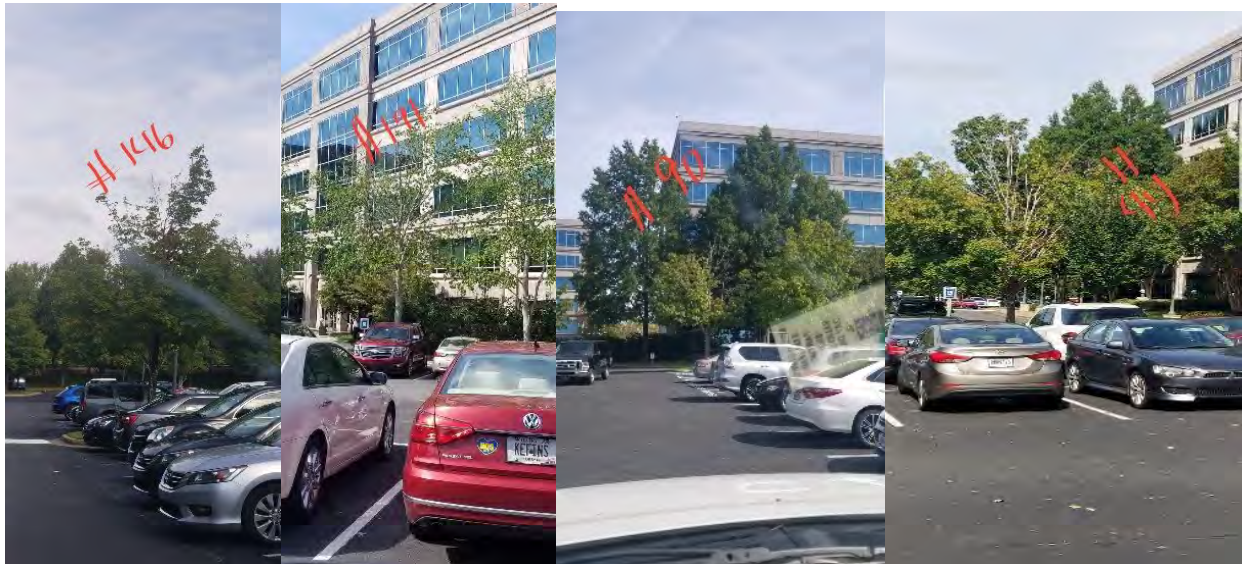
460 East Paces Ferry Road, NE
Atlanta, GA 30305

Telephone: 404-351-8929
Fax: 404-351-8902



277	3"	PIN OAK	GOOD
278	3"	PIN OAK	GOOD
279	3"	PIN OAK	GOOD
280	3"	PIN OAK	GOOD
281	3"	PIN OAK	GOOD
282	3"	PIN OAK	GOOD
283	3"	PIN OAK	GOOD
284	3"	PIN OAK	GOOD
285	Number skipped		
286	10"	MAPLE	GOOD
287	9"	MAPLE	GOOD
288	10"	MAPLE	GOOD
289	4"	ELM	GOOD

My photos of the 3 fair Bradford Pears did not turn out .They are invasive and should not be an issue.



MP-18-09

ENCORE COMMONS/ACCESSO

460 East Paces Ferry Road, NE
Atlanta, GA 30305

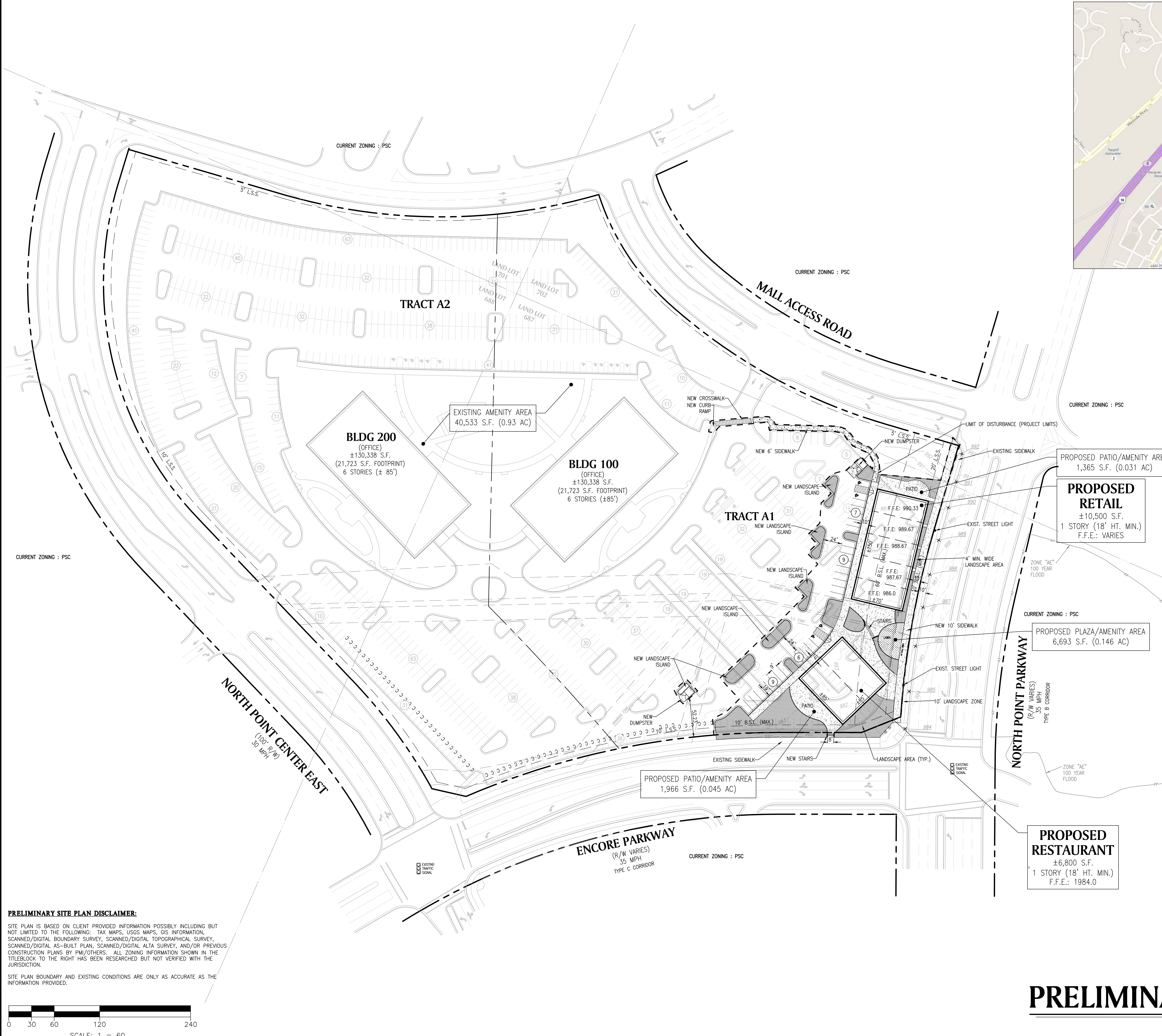
Telephone: 404-351-8929

Fax: 404-351-8902



Christie Bryant

404-558-8806 Cell
ISA Arborist SO-6310A
Georgia Cert. Landscape Prof.
GA Pesticide License Cat. 24 Tree and Ornamental



VICINITY MAP
ALPHARETTA, GA SCALE: NTS

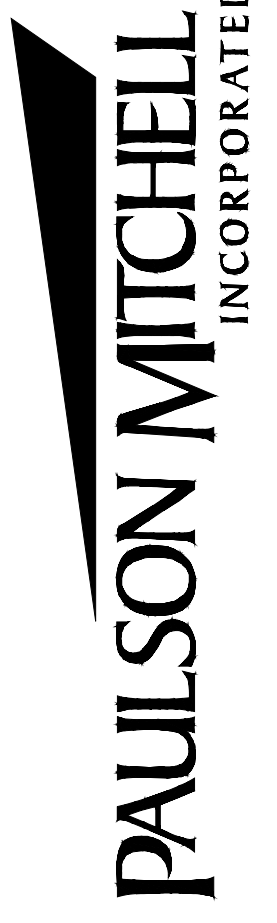
SITE ANALYSIS	
RESTAURANT	±6,800 S.F.
SHOPS	±10,500 S.F.
OFFICE	±260,676 S.F.
TOTAL BLDG. AREA	±277,976 S.F.
BUILDING HEIGHT PROPOSED	18' HT.
PARKING REQUIRED (TOTAL)	± 1,163 SPACES
RESTAURANT (10/1000 S.F.)	±68 SPACES
SHOPS (5/1000 S.F.)	±53 SPACES
OFFICE (4/1000 S.F.)	±1,042 SPACES
PARKING PROVIDED (TOTAL)	±980 SPACES*
PARKING RATIO	± 3.52 SPACES/MSF*
TRACT A1	± 6.861 ACRES
TRACT A2	± 7.046 ACRES
OVERALL TRACT A LAND AREA	± 13.907 ACRES
PROJECT SITE (DISTURBED AREA) **	± 1.51 ACRES
IMPERVIOUS AREA	INCREASE OF 2,138 S.F.
OPEN SPACE REQUIRED **	
CIVIC OPEN SPACE	NONE
AMENITY OPEN SPACE	0.076 ACRES (5% MIN.)
OPEN SPACE PROVIDED **	
CIVIC OPEN SPACE	0.146 ACRES (9.6%)
AMENITY OPEN SPACE	0.076 ACRES (5%)
EcoDistrict APPLICABILITY	APPLICABLE - 2 POINTS REQ'D
BLDG FOOTPRINT - EXISTING	43,446 S.F.
BLDG FOOTPRINT - EXISTING	60,746 S.F. (39% INCREASE)

* WITHIN 20% PARKING REDUCTION ALLOWED IN ACTIVITY ZONE ORDINANCE
** BASED ON PROJECT DISTURBED AREA

EcoDistrict ANALYSIS	
EcoDistrict Measures and Values	VALUE
TOTAL POINTS REQUIRED	2
PROVIDED MEASURES	
SUSTAINABLE LANDSCAPING MEASURES	1
ADDITIONAL CIVIC SPACE MEASURE	9.6 % ADDITIONAL AC 5
TOTAL POINTS PROVIDED	6

STORMWATER MANAGEMENT NOTE:
STORMWATER SHALL BE DISCHARGED INTO EXISTING SYSTEM. DETENTION SHALL BE PROVIDED BY THE EXISTING REGIONAL STORMWATER FACILITY, LOCATED OFF-SITE, SOUTH OF NORTHPOINT PARKWAY.

**LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS**
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7685
FAX 770.650.7684
www.paulsonmitchell.com



PROJECT:
**ENCORE COMMONS
ADDITIONAL
DEVELOPMENT**
LAND LOTS 687, 688, 701, 702
1ST DISTRICT, 2ND SECTION
100 & 200 NORTHPOINT CENTER E.
CITY OF ALPHARETTA
FULTON COUNTY, GA 30022

FOB:
**BRI 1870 NORTH
POINT, LLC**
1870 NORTH POINT PARKWAY,
SUITE 340
ATLANTA, GA 30339
(678) 324-1880

ZONING INFORMATION
ZONING RESEARCH DATE: MARCH 2017
ZONING CLASSIFICATION
JURISDICTION: CITY OF ALPHARETTA
EX. ZONING: PSC (PLANNED SHOPPING CTR.)
PR. ZONING: PSC (PLANNED SHOPPING CTR.)

BUILDING SETBACKS
NORTHPOINT/ENCORE PKWY: 60' MAX.
ENCORE PKWY: 10' MAX.
REAR: 15' / 20'

LANDSCAPES STRIPS
NORTHPOINT: 20'
ENCORE PKWY: 10'
REAR: 5'

BUILDING SUMMARY
MAX. BUILDING HT.: 20 STORIES
MAX. BUILDING COVERAGE: 87%

PARKING SUMMARY
OFFICE REQ.: 4 SPACES/1,000 S.F.
RETAIL REQ.: 5 SPACES/1,000 S.F.
RESTAURANT REQ.: 10 SPACES/1,000 S.F.
STANDARD STALL DIMENSIONS: 9' x 19'
COMPACT STALL DIMENSIONS: 8' x 16'
COMPACT STALLS ALLOWED: 20%
MIN. 90'/60' DRIVE WIDTH: 22' / -

LANDSCAPE REGULATIONS
TREE DENSITY: -- UNITS/ACRE
ISLAND REQ.: 1 ISLAND/8 SPACES
MIN. ISLAND SIZE/WIDTH: 200 S.F./--'
GREENSPACE %: --%

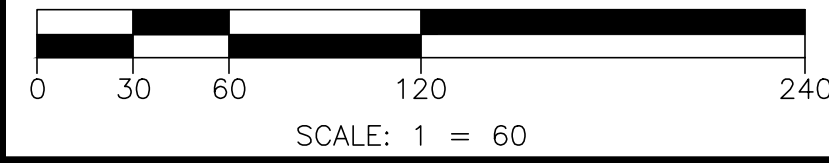
FEMA MAP
FIRM PANEL #: 13121C 0066F (SEPT. 18, 2013)

DRAWING RECORD
DRAWN BY: --
20171222 - PS-5.dwg 11.29.18

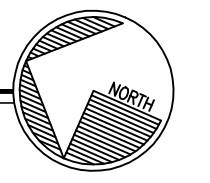
**PRELIMINARY
SITE PLAN**

SHEET PS-5

PRELIMINARY SITE PLAN DISCLAIMER:
SITE PLAN IS BASED ON CLIENT PROVIDED INFORMATION POSSIBLY INCLUDING BUT NOT LIMITED TO THE FOLLOWING: TAX MAPS, USGS MAPS, GIS INFORMATION, SCANNED/DIGITAL BOUNDARY SURVEY, SCANNED/DIGITAL TOPOGRAPHICAL SURVEY, SCANNED/DIGITAL AS-BUILT PLAN, SCANNED/DIGITAL ALTA SURVEY, AND/OR PREVIOUS CONSTRUCTION PLANS BY PM/Others. ALL ZONING INFORMATION SHOWN IN THE TITLEBLOCK TO THE RIGHT HAS BEEN RESEARCHED BUT NOT VERIFIED WITH THE JURISDICTION.
SITE PLAN BOUNDARY AND EXISTING CONDITIONS ARE ONLY AS ACCURATE AS THE INFORMATION PROVIDED.



PRELIMINARY SITE PLAN





CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: CU-18-11 A-1 DRIVING SCHOOL/11940 ALPHARETTA HIGHWAY

CITY COUNCIL: DECEMBER 17, 2018

This item was heard at the 12/6/2018 Planning Commission meeting. Staff recommended approval of the item subject to 5 conditions. There were no public comments on this item. After discussion, Planning Commission recommended to approve, subject to staff's recommended conditions. Vote 7-0

II. RECOMMENDATION:

Approve CU-18-11 A-1 Driving School/11940 Alpharetta Highway, subject to the following conditions:

1. 'School, Commercial' shall be added as a conditional use at 11940 Alpharetta Highway, Suite 112, and limited to no more than 1,300 square feet.
2. Conditional use approval shall be limited to A-1 Driving School; no additional 'School, Commercial' businesses or subleasing shall be permitted within the approved space.
3. Hours of operation shall be limited to Tuesday – Thursday 10:30 AM – 6:00 PM, Friday 10:30 AM – 7:00 PM and Saturday 8:00 AM – Noon.
4. The business shall not have outside storage or outdoor displays, including storage of vehicles associated with the applicant's business.
5. Property owner shall install the required landscape strip along Alpharetta Highway, as approved by Staff. Landscaping shall be installed within 30 days from the approval of the conditional use.

III. REPORT IN BRIEF:

The applicant, A-1 Driving School, is requesting a conditional use to allow a 'School, Commercial' in a 1,300 square foot suite within an existing office/industrial center. The proposed use requires approval of a conditional use permit in the O-I (Office-Institutional) district. The subject property is located at 11940 Alpharetta Highway, Suite 112, on the north side of Alpharetta Highway just west of Wills Road.

DISCUSSION

The submitted request, if approved, will allow A-1 Driving School to operate a 'School, Commercial' in a 1,300 square foot suite within an existing office/industrial warehouse center. The subject property is located at 11940 Alpharetta Highway, Suite 112, on the north side of Alpharetta Highway just west of Wills Road.

The property is developed with a 1-story office/industrial warehouse building. The zoning of the property is O-I (Office-Institutional), which allows 'School, Commercial' with conditional use approval. Surrounding properties are zoned C-1 to the east, R-15 (Dwelling, 'For-Sale', Residential) to the north and C-2 (General Commercial) and O-I to the west. Village Park Assisted Living Facility is under construction on the property to the east, Arrowood Subdivision is to the north, Cambridge Square and Cash America Pawn to the west and City of Roswell to the south.

The property was developed in 1988 with an 82,973 square foot office/industrial warehouse building. Suite 112 was previously part of Suite 110, which is occupied by Erin's Hope for Friends. Other businesses occupying the building include Roswell Farmer's Market and North Fulton Compounding Pharmacy. There are sufficient parking spaces to serve the uses on the property.

Unified Development Code (UDC) Section 1.4.2 defines 'School, Commercial' as, "Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or vocational pursuit, other than an academic school."

A-1 Driving School has been in business since 1987 with 19 locations in the Atlanta metro area, including a previous location at 11060 Alpharetta Highway in Roswell. The applicant's business provides DUI School and Risk Reduction classes, defensive driving courses, driver's education and driving lessons. According to the applicant, the business will be served by one (1) employee with approximately 1 – 3 clients per day Tuesday – Friday and approximately 10 clients on Saturdays. Hours of operation are Tuesday – Thursday 10:30 AM – 6:00 PM, Friday 10:30 AM – 7:00 PM and Saturday 8:00 AM – Noon.

GDOT has a roadway project along Alpharetta Highway, which will include a 10' multi-use sidewalk along the frontage of the subject property. The GDOT project will not require additional right-of-way from the property, only temporary construction easements to facilitate the re-construction of the driveways. The existing strip of land between the sidewalk and parking lot along Alpharetta Highway will remain, which provides sufficient planting area to accommodate landscape strip material.

CONDITIONAL USE REVIEW CRITERIA

City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows:

A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;

Response: The subject property has access from Alpharetta Highway. The proposed use should not have significant impacts on vehicular and pedestrian access.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above improvements are sufficiently addressed on the subject property, except that the landscape strip along Alpharetta Highway could be supplemented with additional trees.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: Properties along the South Main Street Corridor generally lack aesthetic attractiveness and property maintenance. Given the property's location at the southern entrance into the City, conditions are recommended requiring aesthetic improvements.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and

Response: The proposal should not have significant impacts on development in the area. If approved, conditions are recommended limiting expansion of the business and requiring installation of the required landscape strip.

6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general.

Response: The proposal should not have significant impacts on development in the area. If approved, conditions are recommended limiting expansion of the business and requiring installation of the required landscape strip.

CONCURRENCES

City Staff has reviewed the applicant's proposal and finds that it can generally support the request for conditional use. The request is not in conflict with the established review criteria for a conditional use. However, it is recommended that conditions be established as part of this application that regulate and limit any expansion of the business.

Development along the South Main Street Corridor is typically auto-oriented, free-standing businesses with separate parking lots and curb cuts. Properties along the South Main Street Corridor generally lack aesthetic improvements and property maintenance. Given the property's location at the southern entrance into the City, conditions are recommended requiring aesthetic improvements.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on November 14, 2018. There were no comments left on the sign-in sheet.

IV. ATTACHMENTS:

- Site Plan

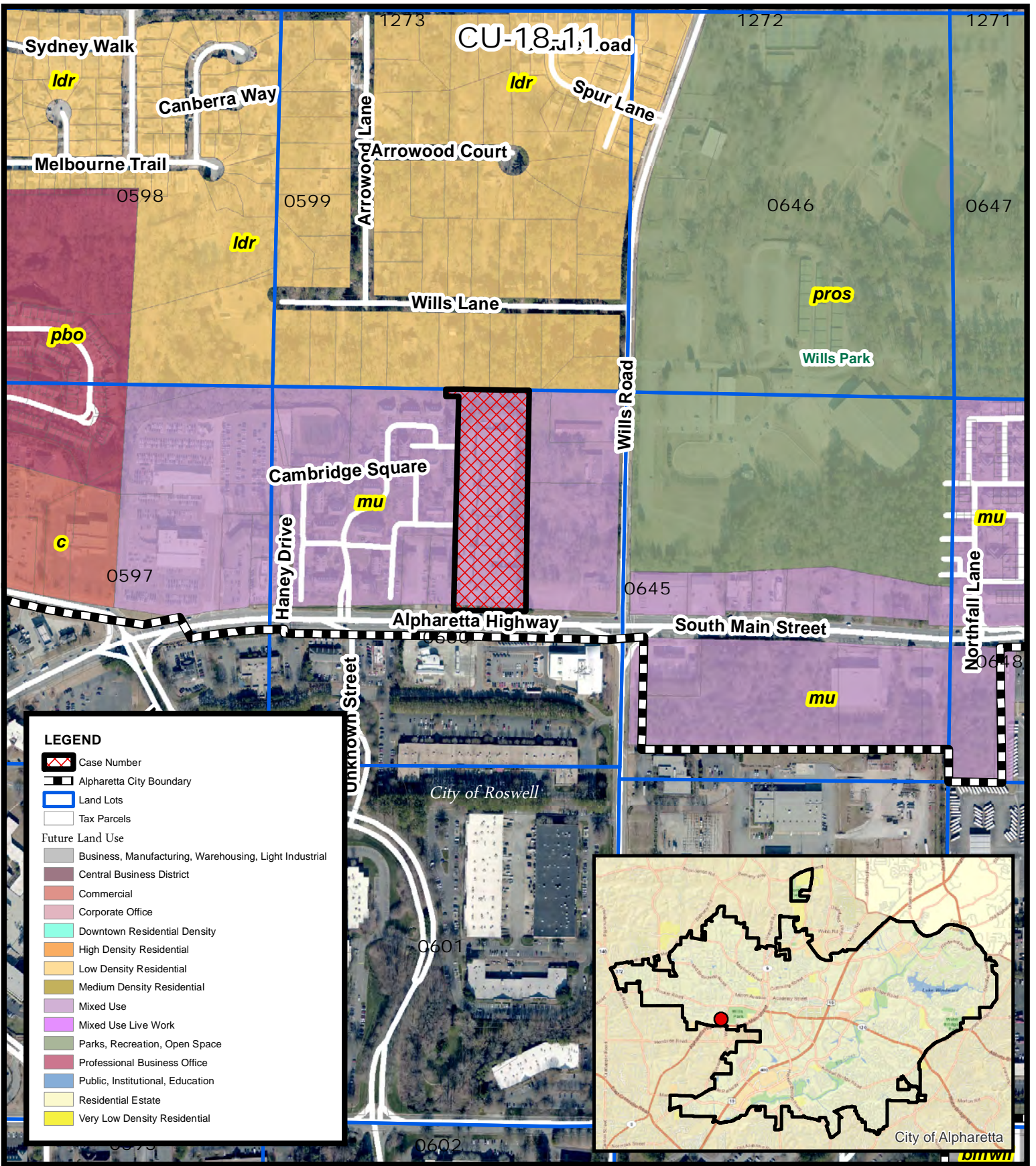


Aerial Map
 Driving School - Alpha BC LLC
 11940 Alpharetta Highway

CU-18-11
 D/LL: 1/2/600
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS





LEGEND

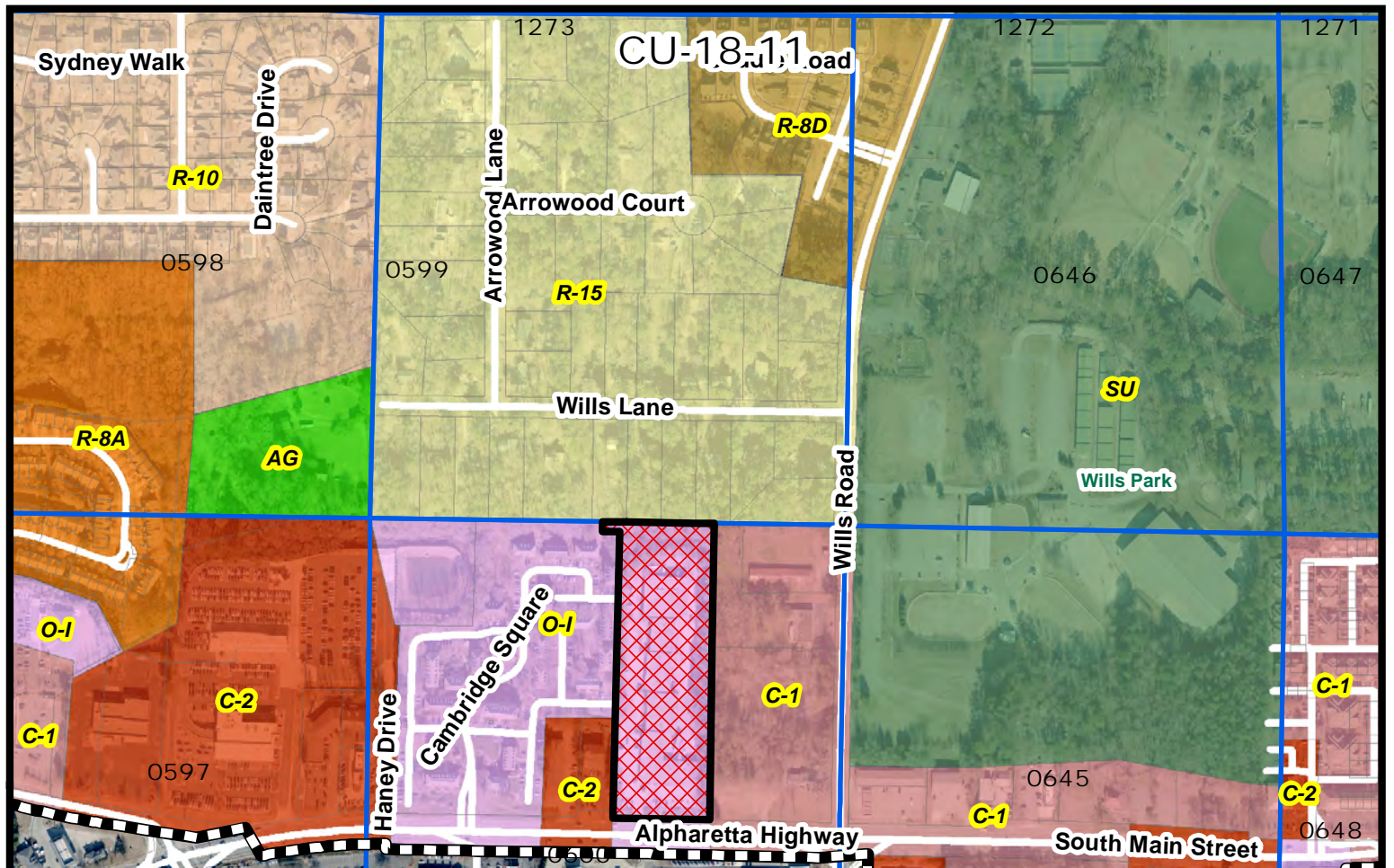
-  Case Number
-  Alpharetta City Boundary
-  Land Lots
-  Tax Parcels
- Future Land Use
 -  Business, Manufacturing, Warehousing, Light Industrial
 -  Central Business District
 -  Commercial
 -  Corporate Office
 -  Downtown Residential Density
 -  High Density Residential
 -  Low Density Residential
 -  Medium Density Residential
 -  Mixed Use
 -  Mixed Use Live Work
 -  Parks, Recreation, Open Space
 -  Professional Business Office
 -  Public, Institutional, Education
 -  Residential Estate
 -  Very Low Density Residential

Future Land Use
 Driving School - Alpha BC LLC
 11940 Alpharetta Highway

CU-18-11
 D/LL: 1/2/600
 PC: 12/6/18
 CC: 12/17/18



Location Map Provided by:
 Community Development - GIS

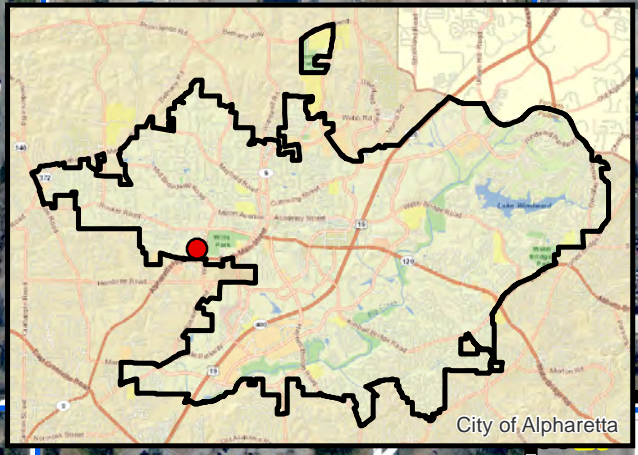
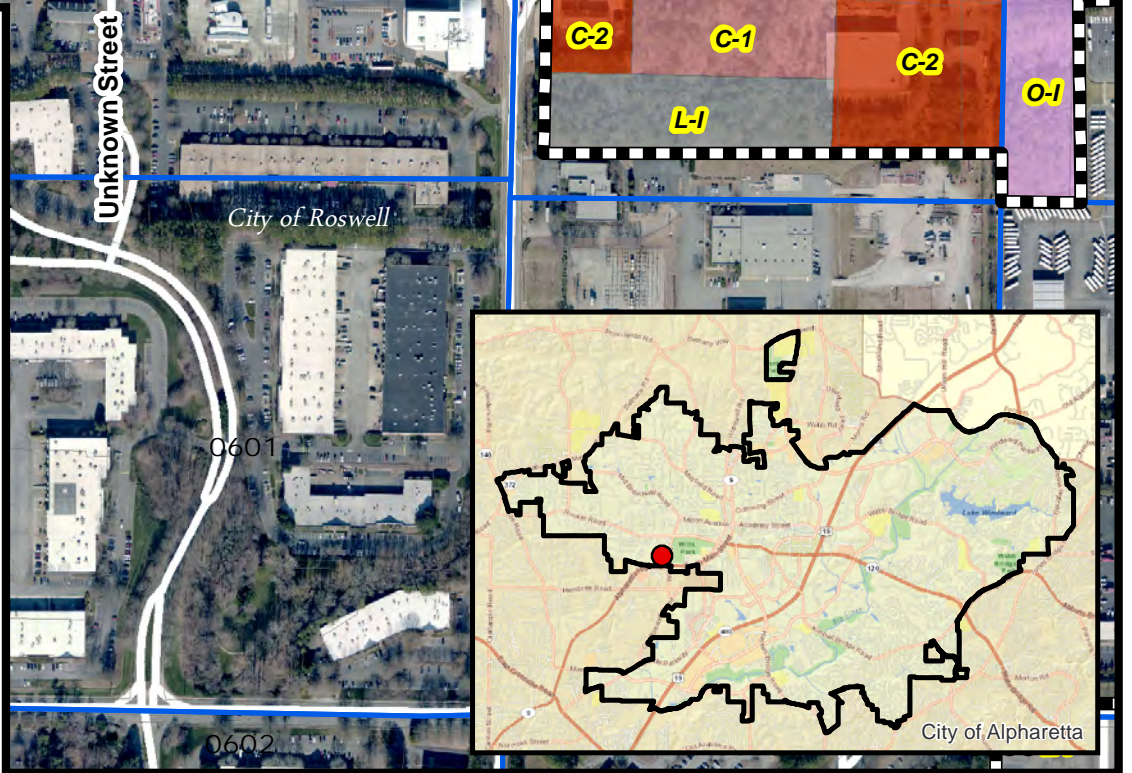


LEGEND

- Case Number
- Alpharetta City Boundary
- Land Lots
- Tax Parcels

Zoning Districts

- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-4D Single Family Detached Residential (Medium Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-8D Single Family Detached Residential
- R-8A/D Single Family Attached/Detached Residential
- R-10 Single Family Detached Residential
- R-10M Multiple Family Residential (HD - Historic District)
- R-12 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-22 Single Family Detached Residential
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

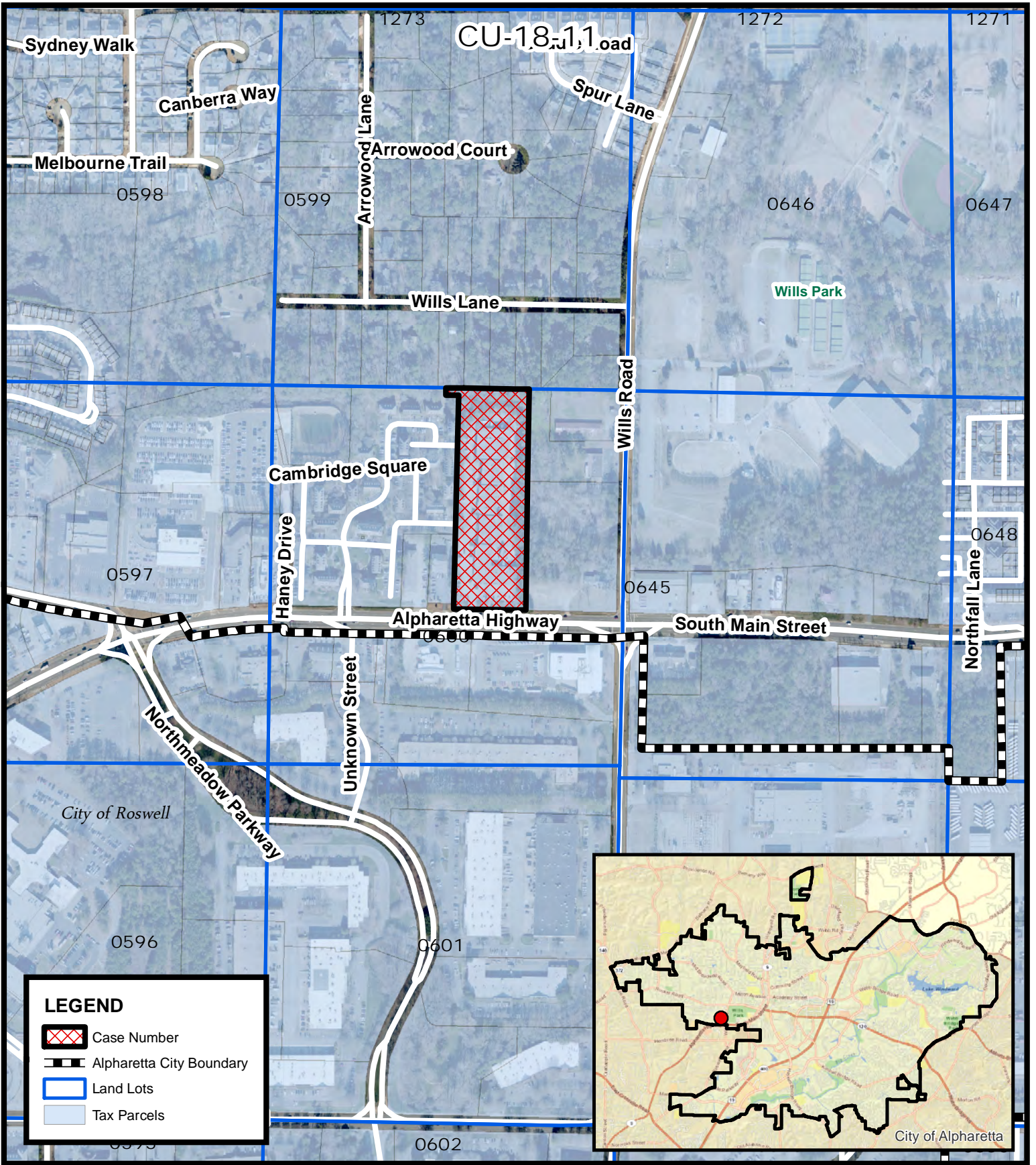


Zoning Map
 Driving School - Alpha BC LLC
 11940 Alpharetta Highway





CU-18-11
 D/LL: 1/2/600
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS





LEGEND

-  Case Number
-  Alpharetta City Boundary
-  Land Lots
-  Tax Parcels

Location Map
 Driving School - Alpha BC LLC
 11940 Alpharetta Highway

CU-18-11
 D/LL: 1/2/600
 PC: 12/6/18
 CC: 12/17/18

Location Map Provided by:
 Community Development - GIS



CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: _____

Contact Name: Ray Hall Telephone: (770) 962-9555

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

There were no responses to the letters we sent out.

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|--|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Group Meeting |
| <input type="checkbox"/> Email | <input type="checkbox"/> Other <i>(Please Specify)</i> _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: 

Date: 11/10/18

Print Form

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

 Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta."
5. Applications will be accepted only on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Ray Hall Telephone: (404) 510-6227Address: 11940 Alpharetta Hwy. Suite: 112City: Alpharetta State: GA Zip: 30009 Fax: _____Mobile Tel: (404) 510-6227 Email: tvanme@aol.com

Subject Property Information:

Address: 11940 Alpharetta Hwy., Ste. 112, Alpharetta, GA 30009 Current Zoning: O-I

District: _____ Section: _____ Land Lot: _____ Parcel ID: _____

Proposed Zoning: _____ Current Use: _____

This Application For (Check All That Apply):

- | | | |
|---|---|------------------------------------|
| <input checked="" type="checkbox"/> Conditional Use | <input type="checkbox"/> Master Plan Amendment | <input type="checkbox"/> Exception |
| <input type="checkbox"/> Rezoning | <input type="checkbox"/> Master Plan Review | |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Public Hearing | |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Other (Specify): _____ | |

CU-18-11
Driving School of Alpha LLC

City of Alpharetta Letter of Intent

A-1 Driving School, Inc would like to have a Conditional Use approved for an Educational, Commercial use at 11940 Alpharetta HWY. We would be operating a full service, Driving School.

A-1 Driving School is a family owned and operated business since 1987. We have 19 locations, we sponsor and operate in 11 high schools, and have a contract with Fulton County Board of Education to supply Driver's Education Classes and Driving Lessons at all of their high schools. A-1's goal is to educate drivers and to make our roadways as safe as possible.

A-1 offers Driver's Education Classes to help teenagers achieve their initial license and help them become responsible safe drivers. We offer Defensive Driving Classes for insurance reduction, speeding tickets, traffic violations, and general knowledge. This program teaches rules and regulations of the road and safe driving practices for all drivers. We also offer the Risk Reduction Program to help students evaluate and manage their risks for an overall healthier lifestyle.

A-1's Business hours at the 11940 Alpharetta HWY will be Tuesday – Thursday form 10:30am to 6:00pm, Friday from 10:30am to 7:00pm, and Saturday from 8:00am to 12:00pm. We will have 1 office manager who will work there during these hours. We would expect limited customers during the week, since a good portion of our registrations are online and would not require customers to come in to our location. The classes that we hold are over the weekend and start on Saturday morning.

CU-18-11
Driving School of Alpha LLC

What is the proposed use(s) of the property?

Full-Service Driving School

Driver's Education

Driving Lessons

Risk Reduction Program

Defensive Driving

Hours of Operation - Tuesday through Thursday 10:30 am - 6:00 pm,

Friday 10:30 am - 7:00 pm, Saturday 8:00 am - 12:00 pm.

Classes start on Saturday.

Applicant's Request (Please itemize the proposal):

To have the conditional use of the property so we can operate as educational/commercial.

Applicant's Intent *(Please describe what the proposal would facilitate).*

Would facilitate us operating in O-I space to operate as educational/commercial.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Alpha/BC, LLC Telephone: 770-886-1963
Address: 19241 Birmingham Hwy Suite: _____
City Alpharetta State: GA Zip: 30004

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Special Use |
| <input type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Conditional Use |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Master Plan |
| <input type="checkbox"/> Land Use Application | <input type="checkbox"/> Other _____ |

Identify Authorized Applicant:

Name of Authorized Applicant: Ray Hall Telephone: 404-644-4438
Address: 255 Langley Drive Suite: _____
City Lawrenceville State: GA Zip: 30046

So Sworn and Attested:

Owner Signature:  Date: September 19, 2018

Notary:

Notary Signature:  Date: 9/19/18



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: Ray Hall

Subject Public Hearing Case: N/A

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: Position:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: [Handwritten Signature]

Date: 09/25/18

CU-18-11
Driving School of Alpha LLC

How will this proposal be compatible with surrounding properties?

There are two schools located on the property. We have gone over our use with the property owner to make sure we will not interfere with any other business located on the property.

How will this proposal affect the use and value of the surrounding properties?

Would add a 25-year family-owned and operated business and help keep roads safe.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

N/A

What would be the increase to population and traffic if the proposal were approved?

Limited to no increase. We will only have one employee there during the day, Tuesday through Saturday.

What would be the impact to schools and utilities if the proposal were approved?

Schools will get safer and better-educated drivers.
Minor impact to utilities.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

We would be adding a small business to Alpharetta that would help keep the roads safe.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

There are already two schools located on the premises and commercial businesses located on the premises.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

CU-18-11
Driving School of Alpha LLC

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: _____

Contact Name: Ray Hall Telephone: _____

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

See Attached Exhibit A

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|--|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Group Meeting |
| <input type="checkbox"/> Email | <input type="checkbox"/> Other <i>(Please Specify)</i> _____ |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

By Letter.

CU-18-11 Driving School of Alpha LLC

INSTITUTE OF TRANSPORTATION ENGINEERS COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
PORT AND TERMINAL					
30	Intermodal Truck Terminal	1,000 SF GFA	1.72		
90	Park-and-Ride Lot with Bus Service	Parking Spaces	0.43		
INDUSTRIAL					
110	General Light Industrial	1,000 SF GFA	0.63		
130	Industrial Park	1,000 SF GFA	0.40		
140	Manufacturing	1,000 SF GFA	0.67		
150	Warehousing	1,000 SF GFA	0.19		
151	Mini-Warehouse	1,000 SF GFA	0.17		
154	High-Cube Transload & Short-Term Storage Warehouse	1,000 SF GFA	0.10		
155	High-Cube Fulfillment Center Warehouse	1,000 SF GFA	1.37		
156	High-Cube Parcel Hub Warehouse	1,000 SF GFA	0.64		
157	High-Cube Cold Storage Warehouse	1,000 SF GFA	0.12		
160	Data Center	1,000 SF GFA	0.09		
170	Utilities	1,000 SF GFA	2.27		
180	Specialty Trade Contractor	1,000 SF GFA	1.97		
RESIDENTIAL					
210	Single-Family Detached Housing	Dwelling Units	0.99		
220	Multifamily Housing (Low-Rise)	Dwelling Units	0.56		
221	Multifamily Housing (Mid-Rise)	Dwelling Units	→	0.44	0.18
222	Multifamily Housing (High-Rise)	Dwelling Units	→	0.36	0.19
231	Mid-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.36		
232	High-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.21		
240	Mobile Home Park	Dwelling Units	0.46		
251	Senior Adult Housing - Detached	Dwelling Units	0.30		
252	Senior Adult Housing - Attached	Dwelling Units	0.26		
253	Congregate Care Facility	Dwelling Units	0.18		
254	Assisted Living	1,000 SF GFA	0.48		
255	Continuing Care Retirement Community	Units	0.16		
260	Recreation Homes	Dwelling Units	0.28		
265	Timeshare	Dwelling Units	0.63		
270	Residential Planned Unit Development	Dwelling Units	0.69		
LODGING					
310	Hotel	Rooms	0.60		
311	All Suites Hotel	Rooms	→	0.36	0.17
312	Business Hotel	Rooms	0.32		
320	Motel	Rooms	0.38		
330	Resort Hotel	Rooms	0.41		
RECREATIONAL					
411	Public Park	Acres	0.11		
416	Campground / Recreation Vehicle Park	Acres	0.98		
420	Marina	Berths	0.21		
430	Golf Course	Acres	0.28		
431	Miniature Golf Course	Holes	0.33		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
432	Golf Driving Range	Tees/Driving Positions	1.25		
433	Batting Cages	Cages	2.22		
434	Rock Climbing Gym	1,000 SF GFA	1.64		
435	Multi-Purpose Recreational Facility	1,000 SF GFA	3.58		
436	Trampoline Park	1,000 SF GFA	1.50		
437	Bowling Alley	1,000 SF GFA	1.16		
440	Adult Cabaret	1,000 SF GFA	2.93		
444	Movie Theater	1,000 SF GFA	6.17		
445	Multiplex Movie Theater	1,000 SF GFA	4.91		
452	Horse Racetrack	Seats	0.06		
454	Dog Racetrack	Attendees	0.15		
460	Arena	1,000 SF GFA	0.47		
462	Professional Baseball Stadium	Attendees	0.15		
465	Ice Skating Rink	1,000 SF GFA	1.33		
466	Snow Ski Area	Slopes	26.00		
473	Casino/Video Lottery Establishment	1,000 SF GFA	13.49		
480	Amusement Park	Acres	3.95		
482	Water Slide Park	Parking Spaces	0.28		
488	Soccer Complex	Fields	16.43		
490	Tennis Courts	Courts	4.21		
491	Racquet/Tennis Club	Courts	3.82		
492	Health/Fitness Club	1,000 SF GFA	3.45		
493	Athletic Club	1,000 SF GFA	6.29		
495	Recreational Community Center	1,000 SF GFA	2.31		
INSTITUTIONAL					
520	Elementary School	1,000 SF GFA	1.37		
522	Middle School / Junior High School	1,000 SF GFA	1.19		
530	High School	1,000 SF GFA	0.97		
534	Private School (K-8)	Students	0.26		
536	Private School (K-12)	Students	0.17		
537	Charter Elementary School	Students	0.14		
538	School District Office	1,000 SF GFA	2.04		
540	Junior / Community College	1,000 SF GFA	1.86		
550	University/College	1,000 SF GFA	1.17		
560	Church	1,000 SF GFA	0.49		
561	Synagogue	1,000 SF GFA	2.92		
562	Mosque	1,000 SF GFA	4.22		
565	Daycare Center	1,000 SF GFA	11.12		
566	Cemetery	Acres	0.46		
571	Prison	1,000 SF GFA	2.91		
575	Fire and Rescue Station	1,000 SF GFA	0.48		
580	Museum	1,000 SF GFA	0.18		
590	Library	1,000 SF GFA	8.16		

CU-18-11 Driving School of Alpha LLC

INSTITUTE OF TRANSPORTATION ENGINEERS COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
MEDICAL					
610	Hospital	1,000 SF GFA	0.97		
620	Nursing Home	1,000 SF GFA	0.59		
630	Clinic	1,000 SF GFA	→	3.28	5.18
640	Animal Hospital / Veterinary Clinic	1,000 SF GFA	3.53		
650	Free-Standing Emergency Room	1,000 SF GFA	1.52		
OFFICE					
710	General Office Building	1,000 SF GFA	→	1.15	0.87
712	Small Office Building	1,000 SF GFA	2.45		
714	Corporate Headquarters Building	1,000 SF GFA	0.60		
715	Single Tenant Office Building	1,000 SF GFA	1.74*		
720	Medical-Dental Office Building	1,000 SF GFA	3.46		
730	Government Office Building	1,000 SF GFA	1.71		
731	State Motor Vehicles Department	1,000 SF GFA	5.20		
732	United States Post Office	1,000 SF GFA	11.21		
733	Government Office Complex	1,000 SF GFA	2.82		
750	Office Park	1,000 SF GFA	1.07		
760	Research and Development Center	1,000 SF GFA	0.49		
770	Business Park	1,000 SF GFA	0.42		
RETAIL					
810	Tractor Supply Store	1,000 SF GFA	1.40		
811	Construction Equipment Rental Store	1,000 SF GFA	0.99		
812	Building Materials and Lumber Store	1,000 SF GFA	2.06		
813	Free-Standing Discount Superstore	1,000 SF GFA	4.33		
814	Variety Store	1,000 SF GFA	6.84		
815	Free Standing Discount Store	1,000 SF GFA	4.83		
816	Hardware / Paint Store	1,000 SF GFA	2.68		
817	Nursery (Garden Center)	1,000 SF GFA	6.94		
818	Nursery (Wholesale)	1,000 SF GFA	5.18		
820	Shopping Center	1,000 SF GFA	3.81	3.81	4.92
823	Factory Outlet Center	1,000 SF GFA	2.29		
840	Automobile Sales (New)	1,000 SF GFA	2.43		
841	Automobile Sales (Used)	1,000 SF GFA	3.75		
842	Recreational Vehicle Sales	1,000 SF GFA	0.77		
843	Automobile Parts Sales	1,000 SF GFA	4.91		
848	Tire Store	1,000 SF GFA	3.98		
849	Tire Superstore	1,000 SF GFA	2.11		
850	Supermarket	1,000 SF GFA	9.24		
851	Convenience Market (Open 24 Hours)	1,000 SF GFA	49.11		
853	Convenience Market with Gasoline Pumps	1,000 SF GFA	49.29		
854	Discount Supermarket	1,000 SF GFA	8.38		
857	Discount Club	1,000 SF GFA	4.18		
860	Wholesale Market	1,000 SF GFA	1.76		
861	Sporting Goods Superstore	1,000 SF GFA	→	2.02	1.65
862	Home Improvement Superstore	1,000 SF GFA	→	2.33	3.35
863	Electronics Superstore	1,000 SF GFA	4.26		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
864	Toy/Children's Superstore	1,000 SF GFA	5.00		
865	Baby Superstore	1,000 SF GFA	1.82		
866	Pet Supply Superstore	1,000 SF GFA	3.55		
867	Office Supply Superstore	1,000 SF GFA	2.77		
868	Book Superstore	1,000 SF GFA	15.83		
869	Discount Home Furnishing Superstore	1,000 SF GFA	1.57		
872	Bed and Linen Superstore	1,000 SF GFA	2.22		
875	Department Store	1,000 SF GFA	1.95		
876	Apparel Store	1,000 SF GFA	→	4.12	1.12
879	Arts and Craft Store	1,000 SF GFA	6.21		
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF GFA	8.51		
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF GFA	10.29		
882	Marijuana Dispensary	1,000 SF GFA	21.83		
890	Furniture Store	1,000 SF GFA	0.52		
897	Medical Equipment Store	1,000 SF GFA	1.24		
899	Liquor Store	1,000 SF GFA	16.37		
SERVICES					
911	Walk-In Bank	1,000 SF GFA	12.13		
912	Drive-In Bank	1,000 SF GFA	20.45		
918	Hair Salon	1,000 SF GFA	1.45		
920	Copy, Print, and Express Ship Store	1,000 SF GFA	7.42		
925	Drinking Place	1,000 SF GFA	11.36		
926	Food Cart Pod	Food Carts	3.08		
930	Fast Casual Restaurant	1,000 SF GFA	14.13		
931	Quality Restaurant	1,000 SF GFA	7.80		
932	High-Turnover (Sit-Down) Restaurant	1,000 SF GFA	→	9.77	9.80
933	Fast Food Restaurant without Drive-Through Window	1,000 SF GFA	28.34		
934	Fast Food Restaurant with Drive-Through Window	1,000 SF GFA	→	32.67	78.74
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF GFA	42.65		
936	Coffee/Donut Shop without Drive-Through Window	1,000 SF GFA	36.31		
937	Coffee/Donut Shop with Drive-Through Window	1,000 SF GFA	→	43.38	63.19
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF GFA	83.33		
939	Bread / Donut / Bagel Shop without Drive-Through Window	1,000 SF GFA	28.00		
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF GFA	19.02		
941	Quick Lubrication Vehicle Shop	1,000 SF GFA	6.70		
942	Automobile Care Center	1,000 SF GFA	3.11		
943	Automobile Parts and Service Center	1,000 SF GFA	2.26		
944	Gasoline / Service Station	1,000 SF GFA	109.27		
945	Gasoline / Service Station with Convenience Market	1,000 SF GFA	88.35		
947	Self Service Car Wash	Wash Stalls	5.54		
948	Automated Car Wash	1,000 SF GFA	14.20		
949	Car Wash and Detail Center	Wash Stalls	13.60		
950	Truck Stop	1,000 SF GFA	22.73		
960	Super Convenience Market/Gas Station	1,000 SF GFA	69.28		
970	Winery	1,000 SF GFA	7.31		

Note: All land uses in the 800 and 900 series are entitled to a "pass-by" trip reduction of 60% if less than 50,000 ft² or a reduction of 40% if equal to or greater than 50,000ft².

*From 9th edition, no PM peak hour in 10th

CU-18-11

Driving School of Alpha LLC

An area designated as **General Urban/Suburban** in the *Trip Generation Manual* is an area associated with almost homogeneous vehicle-centered access. Nearly all person trips that enter or exit a development site are by personal passenger or commercial vehicle.

The area can be fully developed (or nearly so) at low-medium density with a mix of residential and commercial uses. The commercial land uses are typically concentrated at intersections or spread along commercial corridors, often surrounded by low-density, almost entirely residential development. Most commercial buildings are located behind or surrounded by parking.

The mixing of land uses is only in terms of their proximity, not in terms of function. A retail land use may focus on serving a regional clientele or a services land use may target motorists or pass-by vehicle trips for its customers. Even if the land uses are complementary, a lack of pedestrian, bicycling, and transit facilities or services limit non-vehicle travel.

An area designated as **Dense Multi-Use Urban** in the *Trip Generation Manual* is a fully developed area (or nearly so), with diverse and complementary land uses, good pedestrian connectivity, and convenient and frequent transit. This area type can be a well-developed urban area outside a major metropolitan downtown or a moderate size urban area downtown.

The land use mix typically includes office, retail, residential, and often entertainment, hotel, and other commercial uses. The residential uses are typically multifamily or single-family on lots no larger than one-fourth acre. The commercial uses often have little or no setback from the sidewalk. Because the motor vehicle still represents the primary mode of travel to and from the area, there typically is on-street parking and often public off-street parking.

The complementary land uses provide the opportunity for short trips within the Dense Multi-Use Urban area, made conveniently by walking, biking, or transit. The area is served by significant transit (either rail or bus) that enables a high level of transit usage to and from area development.

CU-18-11 Driving School of Alpha LLC



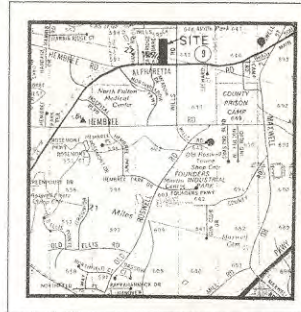
- LEGEND:**
- SANITARY LEVER MAIN HOLE
 - JUNCTION BOX
 - MANHOLE
 - WATER VALVE BOX
 - WATER METER
 - FLOOD HAZARD
 - FIRE HYDRANT
 - WATER PUMP
 - WATER METER
 - DRAINAGE INLET

SITE DEVELOPMENT DATA:

50.0, 36.0 ± F. OF BLDG. WIDTH
 173 TOTAL PARKING SPACES
 106 8'x18' HANDICAPPED SPACES
 67 8'x12' HANDICAPPED SPACES
 6 15'x10' COMPACT CAR SPACES
 1 SPACE / 325 SQ. FT. OF BLDG.
 * SITE PARKING SPACE DIMENSIONS ARE APPROXIMATE.

All lot tract or parcel of land lying and being in Land Lot 600, of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

To Find The True Point of Beginning, begin at an iron pin found in the right-of-way of Alpharetta Road (Ga. Hwy. No. 5) having a variable right-of-way width and a pavement width of 67 feet (five back of curb to back of curb at this point), which iron pin found is located 647.0 feet Easterly from the point of intersection of the Eastern right-of-way line of Hines Drive (having a 60-foot sign-carrying width) with the Northern right-of-way line of Alpharetta Road, and which iron pin found is located 59.92 feet Northerly from the centerline of said Alpharetta Road, running thence North 92° 54' 15" East a distance of 11.77 feet to an iron pin found on the Northernly right-of-way line of Alpharetta Road at the True Point of Beginning, and from the True Point of Beginning as thus established, thence leaving the Northernly right-of-way line of Alpharetta Road and running North 33° 54' 15" East a distance of 834.67 feet to an iron pin found, running thence South 81° 17' 48" East a distance of 58.54 feet to an iron pin found, running thence South 01° 29' 03" West a distance of 83.78 feet to an iron pin on the Northernly right-of-way line of Alpharetta Road, and which iron pin is located 70.42 feet Northerly from the centerline of said Alpharetta Road, running thence Northwesterly along the Northernly right-of-way line of Alpharetta Road the following two courses and distances, North 88° 10' 10" West a distance of 79.99 feet to a point and then North 88° 10' 10" West a distance of 174.48 feet to an iron pin found at the True Point of Beginning.



LOCATION MAP
NOT TO SCALE

REFERENCE SURVEY:

SURVEY FOR JOHN THOMAS ARBERRY PREPARED BY HESTER-FLORES ENGINEERS & SURVEYORS, INC. DATED JAN. 02, 1984.
 RECONSTRUCTION SURVEY FOR ALPHARETTA BUSINESS CENTER PREPARED BY DAVID A. BURRE & ASSOCIATES, INC. DATED JUNE 22, 1984.

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT CONTAINED WITHIN THE ZONING OR FLOOD HAZARD ZONING AS DETERMINED BY THE REGIONAL EMIL JOHNSON MANAGEMENT AGENCY. FLOOD HAZARD ZONING MAP OF ALPHARETTA PREPARED BY DAVID A. BURRE & ASSOCIATES, INC. (COMM. CITY PLAN NO. 1984-00000-0000-B).

AREA THIS TRACT:

214,542.23 SQ. FT.
4.9263 AC.

PRECISION OF SURVEY:

The field data upon which this plat is based has a closure precision of one foot in 63,360 feet and an angular error of 5.63 seconds per angle point and was adjusted using Crandall's Rule.

This plat has been calculated for closure and is found to be accurate within one foot in 440,000 feet.

Field angles and linear distances measured using a topcon GTS-2 total station.

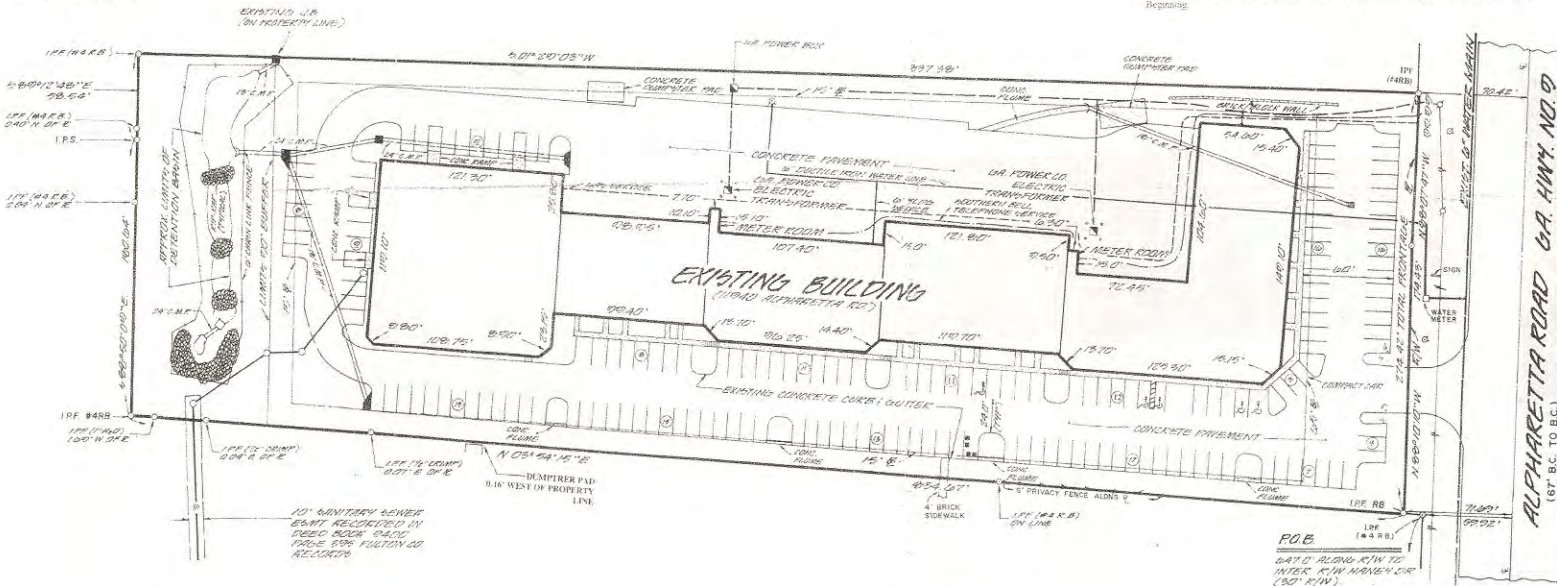
In my opinion, this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of the law.

David A. Burre



PROGRESS PRINT

NOTE: THE NORTHERLY PROPERTY LINE SHOWN IS CONTAINED IN 88'x120' IN A DISTANCE OF 114.43' TO A POINT, AND THEN REMAINS IN 88'x120' IN A DISTANCE OF 59.92' TO THE POINT WHERE THE NORTHERLY RIGHT-OF-WAY OF ALPHARETTA ROAD IS 60' WIDE.



NOTE: BUILDING DIMENSIONS SHOWN REFLECT THE FIRST OR GROUND FLOOR OF THE EXISTING BUILDING WITH THE MEASUREMENTS TAKEN AT 3.0' ± ABOVE GRADE.

SPECIAL UNDERGROUND UTILITY NOTE:

EXISTING WATER, GAS, POWER & TELEPHONE SERVICE LINES AS SHOWN HEREON ARE APPROXIMATE LOCATIONS ONLY. THESE LOCATIONS WERE PROVIDED BY OTHERS.

GRAPHIC SCALE



REV.	DATE	DESCRIPTION

AS BUILT SURVEY FOR:
 WDB TRUST, WARREN STEINBERG AS TRUSTEE
 FIRST AMERICAN TITLE INSURANCE COMPANY
 THE CITY OF ALPHARETTA, GEORGIA
 LAND LOT 600 1ST DISTRICT 2ND SECTION FULTON COUNTY, GA.

DRAWN	D.A.B.
CHECKED	
APPROVED	
DATE	11-08-1998
SCALE	1" = 40'
PROJECT	99-2488
SHEET	1 OF 1



David A. Burre Engineers & Surveyors, Inc.
 Consulting - Surveying - Land Planning
 11660 Alpharetta Hwy, Suite 100, Roswell, GA 30076 (404) 442-

CU-18-11 Driving School of Alpha LLC

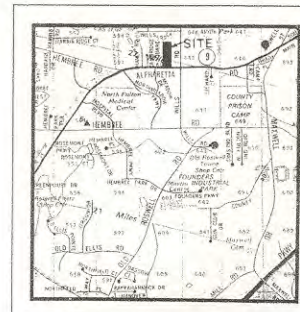


- LEGEND:**
- SANITARY LEVER MAIN HOLE
 - JUNCTION BOX
 - ▲ MAIN BOX
 - WATER VALVE BOX
 - ⊕ WATER METER
 - FLOOD HAZARD
 - FIRE HYDRANT
 - WATER TAP
 - WATER METER
 - DRAINAGE INLET

SITE DEVELOPMENT DATA:
 50, 360 ± F. OF BLDG. WIDTH
 173 TOTAL PARKING SPACES
 106 10'x18' HANDICAPPED SPACES
 6 12'x18' HANDICAPPED SPACES
 6 15'x10' COMPACT CAR SPACES
 1 SPACE / 325 ± F. OF BLDG.
 * SITE PARKING SPACE DIMENSIONS ARE APPROXIMATE.

NOTE: THE SOUTHERLY PROPERTY LINE SHOWN IS FOUND ON A 1981 SURVEY AT A DISTANCE OF 174.45' ± TO A POINT, AND WAS REMOVED IN 1987 BY THE CITY OF ALPHARETTA. THE POINT IS LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF ALPHARETTA ROAD, WHICH IS A 10' WIDE CONCRETE CURB ON THE NORTHERLY SIDE.

PROGRESS
PRINT



LOCATION MAP
NOT TO SCALE

All lot tract or parcel of land lying and being in Land Lot 600, of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

To Find The True Point of Beginning, begin at an iron pin found in the right-of-way of Alpharetta Road (Ga. Hwy. No. 68) having a variable right-of-way width and a pavement width of 67 feet five back of curb at this point, which iron pin found is located 847.0 feet Easterly from the point of intersection of the Easterly right-of-way line of Hines Drive (having a 60-foot sign-carrying width) with the Northern right-of-way line of Alpharetta Road, and which iron pin found is located 59.92 feet Northerly from the centerline of said Alpharetta Road, running thence North 92° 54' 15" East a distance of 11.77 feet to an iron pin found on the Northernly right-of-way line of Alpharetta Road at the True Point of Beginning, and from the True Point of Beginning as thus established, thence leaving the Northernly right-of-way line of Alpharetta Road and running North 33° 54' 15" East a distance of 834.67 feet to an iron pin found, running thence South 92° 54' 15" East a distance of 180.94 feet to an iron pin found, running thence South 90° 12' 48" East a distance of 58.54 feet to an iron pin found, running thence South 01° 29' 03" West a distance of 83.73 feet to an iron pin on the Northernly right-of-way line of Alpharetta Road, and which iron pin is located 70.42 feet Northerly from the centerline of said Alpharetta Road, running thence Northwesterly along the Northernly right-of-way line of Alpharetta Road the following two courses and distances, North 88° 10' 10" West a distance of 99.99 feet to a point and North 88° 10' 10" West a distance of 174.45 feet to an iron pin found at the True Point of Beginning.

REFERENCE SURVEY:

SURVEY FOR JOHN THOMAS ARBERRY, PREPARED BY HESTER FLORENCE ENGINEERS & SURVEYORS, INC. DATED JAN. 02, 1984.
 RECONSTRUCTION SURVEY FOR ALPHARETTA BUSINESS CENTER, PREPARED BY DAVID A. BURRE & ASSOCIATES, INC. DATED JUNE 22, 1984.

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT CONTAINED WITHIN THE FLOOD HAZARD ZONE AS DETERMINED BY THE REGIONAL EARTH QUAKE MANAGEMENT AGENCY. THE FLOOD HAZARD ZONE MAP OF ALPHARETTA, GEORGIA, PREPARED BY DAVID A. BURRE & ASSOCIATES, INC. (COMM. CITY PLAN NO. 1984-00030 B).

AREA THIS TRACT:

214,542.23 SQ. FT.
4.9263 AC.

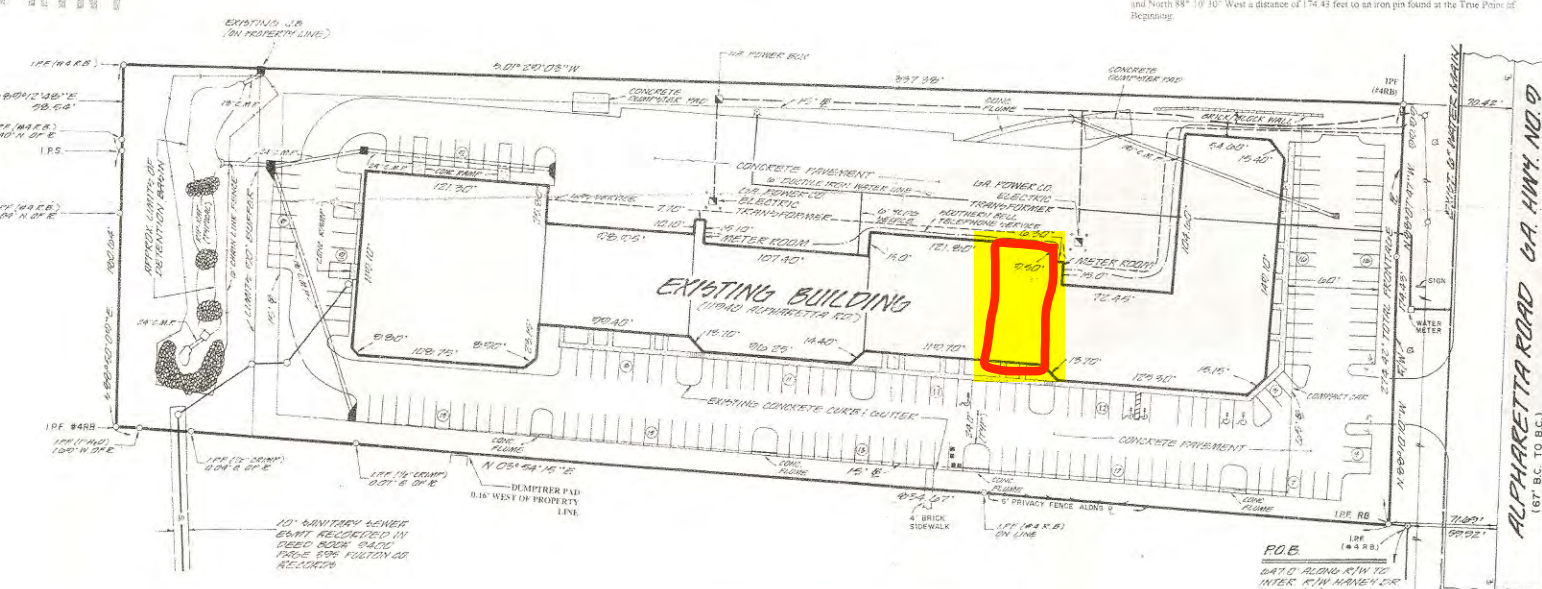
PRECISION OF SURVEY:

The field data upon which this plat is based has a closure precision of one foot in 63,360 feet and an angular error of 5.63 seconds per angle point and was adjusted using Crandall's Rule.

This plat has been calculated for closure and is found to be accurate within one foot in 440,000 feet.

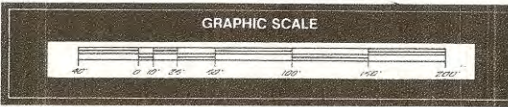
Field angles and linear distances measured using a topcon GTS-2 total station.

In my opinion, this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of the law.
 David A. Burre



NOTE: BUILDING DIMENSIONS SHOWN REFLECT THE FIRST OF GROUND FLOOR OF THE EXISTING BUILDING WITH THE MEASUREMENTS TAKEN AT 3.0' ± ABOVE GRADE.

SPECIAL UNDERGROUND UTILITY NOTE:
 EXISTING WATER, GAS, POWER & TELEPHONE SERVICES LINED AS SHOWN HEREON ARE APPROXIMATE LOCATIONS ONLY. THESE LOCATIONS WERE PROVIDED BY OTHERS.



REV.	DATE	DESCRIPTION

AS BUILT SURVEY FOR:
 WDB TRUST, WARREN STEINBERG AS TRUSTEE
 FIRST AMERICAN TITLE INSURANCE COMPANY
 THE CITY OF ALPHARETTA, GEORGIA
 LAND LOT 600 1ST DISTRICT 2ND SECTION FULTON COUNTY, GA.

DRAWN: DAB
 CHECKED: DAB
 APPROVED: DAB
 DATE: 11-08-1998
 SCALE: 1" = 40'
 PROJECT: 99-2488
 SHEET: 1 OF 1

David A. Burre Engineers & Surveyors, Inc.
 Consulting - Surveying - Land Planning
 11660 Alpharetta Hwy, Suite 100, Roswell, GA 30076 (404) 442-1166

CU-18-11
~~Exhibit A~~
School of Alpha LLC

G E T REAL PARTNERS LP
915 W FRANCIS ST
ASPEN CO 81611

ESCALANTE JAVIER S
150 WILLS LN
ALPHARETTA GA 30004

EYRE GORDON D
160 WILLIS LANE
ALPHARETTA GA 30009

JW ELLIS & CO LLC
1250 COX RD
ROSWELL GA 30075

HENSEL TERRY L & JOAN M
180 WILLS LN
ALPHARETTA GA 30004-1837

ZEMLOCK DEBORAH J & BURGNER BERNH
ARD
191 ARROWOOD LN
ALPHARETTA GA 30004

D & C INVESTMENT
4030 JOHNS CREEK PKWY
SUWANEE GA 30024

CROUSE JASON R
190 WILLS LANE
ALPHARETTA GA 30004

HOANG THANH HUYEN & TUYEN Q
190 ARROWOOD LN
ALPHARETTA GA 30201

RI SE LLC
11995 EL CAMINO REAL
SAN DIEGO CA 92130-2539

CAO PETER & HOANG CAO CINDY
200 WILLS LN
ALPHARETTA GA 30004

SHAH D N
1670 HWY 9 SOUTH
ALPHARETTA GA 30009

NORTH MEADOW ASSOCIATES
3950 SHACKLEFORD RD # S 300
DULUTH GA 30096

SHILT ROBERT J
161 WILLS LN
ALPHARETTA GA 30004

WILLS ROAD LLC
5481 MORTON RD
ALPHARETTA GA 30022

EHW INVESTMENTS LLC
P O BOX 3507
JACKSON MS 39207

HULL LORI
151 WILLS LN
ALPHARETTA GA 30004

UAG ATLANTA IV MOTORS INC
2555 TELEGRAPH RD
BLOOMFIELD HILLS MI 48302

LEFLER GREGORY W & JACKIE G
100 WILLS LN
ALPHARETTA GA 30004-1837

ELASSAR ABDELKADER & HASSIN NASHWA
141 WILLS LN
ALPHARETTA GA 30009

KOKIL ENTERPRISE LLC
653 CITATION TRL
ALPHARETTA GA 30004

PETRAKOPOULOS CHARLES G PETRAKOPOU
LOS ANGELOS G
371 JON SCOTT DR
ALPHARETTA GA 30009-2109

HARNER CHARLES W & LETITIA T
131 WILLS LN
ALPHARETTA GA 30004

ALPHA BC L L C
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305

MORGAN RICHARD & PAMELA D
130 WILLS LN
ALPHARETTA GA 30004-1837

HUDSON STEPHEN D & HUDSON ANN D
121 WILLS LANE
ALPHARETTA GA 30009

S & D HOLDING COMPANY LLC
11865 ALPHARETTA HWY
ROSWELL GA 30076

JONES SUSAN T & JAMES E
140 WILLS LANE
ALPHARETTA GA 30009

HAYS KENNETH T JR & MILAM JENNIFER
101 WILLS LN
ALPHARETTA GA 30009

NORTHMEADOW INVESTORS LLC
P.O. BOX 56607
ATLANTA GA 30343

CU-18-11
Driving School of Alpha LLC

CHRISTIAN CHURCH THE ROCK INC
3050 FRANCIS RD
ALPHARETTA GA 30004

GULF STATE PARTNERSHIP II
1000 CAMBERIDGE SQUARE # A
ALPHARETTA GA 30201

ANGEL PROPERTIES L L C
1021 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

GULF STATE PARTNERSHIP II
5361 NORTHLAND DR NE
ATLANTA GA 30342

ANGEL PROPERTIES L L C
1021 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

PROCTOR JOHN
110 WILLIS LN
ALPHARETTA GA 30004

GULF STATE PARTNERSHIP II
5361 NORTHLAND DR NE
ATLANTA GA 30342

ANGEL PROPERTIES L L C
1021 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

HERTLING JEFFERY P
111 WILLS LN
ALPHARETTA GA 30004

GULF STATE PARTNERSHIP II
5361 NORTHLAND DR NE
ATLANTA GA 30342

DANIEL EDWARD J & DEBORAH I
1020 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004-0117

GULF STATE PARTNERSHIP II
5361 NORTHLAND DR NE
ATLANTA GA 30342

DANIEL EDWARD J & DEBORAH I
1020 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009

GEORGIA POWER COMPANY TAX DEPT BIN
10120
241 RALPH MCGILL BLVD NE
ATLANTA GA 30308-3374

TEP ENTERPRISES LLC
1001 CAMBRIDGE SQUARE SUITE A
ALPHARETTA GA 30004

DANIEL EDWARD J & DEBORAH I
1020 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009

TEP ENTERPRISES LLC
1001 CAMBRIDGE SQUARE SUITE A
ALPHARETTA GA 30004

DANIEL EDWARD J & DEBORAH I
1020 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009

CHRISTIAN CHURCH THE ROCK INC
3050 FRANCIS RD
ALPHARETTA GA 30004

TEP ENTERPRISES L L C
1001 CAMBRIDGE SQUARE SUITE D
ALPHARETTA GA 30004

SL PREMIER MANAGEMENT LLC
1081 CAMBRIDGE SQ
ALPHARETTA GA 30004

GULF STATE PARTNERSHIP II
5361 NORTHLAND DR
ATLANTA GA 30342

TEP ENTERPRISES L L C
1001 CAMBRIDGE SQUARE SUITE D
ALPHARETTA GA 30004

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

GULF STATE PARTNERSHIP II
5361 NORTHLAND DR NE
ATLANTA GA 30342

ANGEL PROPERTIES L L C
1021 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

CU-18-11

Driving School of Alpha LLC

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

FULTON FEDERAL SAVING & LOAN
1061 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009-1872

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

STRICKLAND MARYANN
1000 CAMBRIDGE SQUARE # A
ALPHARETTA GA 30004-1846

FULTON FEDERAL SAV & LOAN
1061 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009-1872

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

STRICKLAND MARYANN
1000 CAMBRIDGE SQUARE # A
ALPHARETTA GA 30004-1846

FULTON FEDERAL SAV & LOAN
1061 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009-1872

1091 CAMBRIDGE SQUARE LLC
2321 ROBINSON RD
MARIETTA GA 30068

STRICKLAND MARYANN
1000 CAMBRIDGE SQUARE # A
ALPHARETTA GA 30004-1846

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

1091 CAMBRIDGE SQUARE LLC
2321 ROBINSON RD
MARIETTA GA 30068

STRICKLAND MARYANN
1000 CAMBRIDGE SQUARE # A
ALPHARETTA GA 30004-1846

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

1091 CAMBRIDGE SQUARE LLC
2321 ROBINSON RD
MARIETTA GA 30068

NTIS HOLDINGS INC
1051 CAMBRIDGE SQUARE A
ALPHARETTA GA 30009

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

1091 CAMBRIDGE SQUARE LLC
2321 ROBINSON RD
MARIETTA GA 30068

NTIS HOLDINGS INC
1051 CAMBRIDGE SQUARE B
ALPHARETTA GA 30009

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

QUANTUM REAL ESTATE INVESTMENTS L
L L P
1070 CAMBRIDGE SQUARE # B
ALPHARETTA GA 30004

NTIS HOLDINGS INC
1051 CAMBRIDGE SQUARE C
ALPHARETTA GA 30009

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

QUANTUM REAL ESTATE INVEST LLLP
1070 CAMBRIDGE SQ STE B
ALPHARETTA GA 30009-1877

NTIS HOLDINGS INC
1051 CAMBRIDGE SQ
ALPHARETTA GA 30009

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

QUANTUM REAL ESTATE INVEST LLLP
1070 CAMBRIDGE SQ STE B
ALPHARETTA GA 30009-1877

FULTON FEDERAL SAV & LOAN
1061 CAMBRIDGE SQ STE A
ALPHARETTA GA 30009-1872

SL PREMIER MANAGEMENT LLC
1030 CAMBRIDGE SQ STE C
ALPHARETTA GA 30009

QUANTUM REAL ESTATE INVEST LLLP
1070 CAMBRIDGE SQ STE B
ALPHARETTA GA 30009-1877

CU-18-11

Driving School of Alpha LLC

EAST GWINNETT PROPERTIES LLC
P O BOX 28138
MACON GA 31221

SHARKE ENTERPRISES LLC
1100 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

SYLVIA K MORROW NOCON LLC
1125 CAMBRIDGE SQ
ALPHARETTA GA 30009

ALPHA PROPERTIES L P
P.O. BOX 100
CHROMO CO 81128

SHARKE ENTERPRISES LLC
1100 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

CAMBRIDGE INC
5361 NORTHLAND DR
ATLANTA GA 30342

ALPHA PROPERTIES L P
P.O. BOX 100
CHROMO CO 81128

SHARKE ENTERPRISES LLC
1100 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

CAMBRIDGE INC
5361 NORTHLAND DR
ATLANTA GA 30342

ALPHA PROPERTIES L P
P.O. BOX 100
CHROMO CO 81128

GREGORY ENTERPRISES OF GEORGIA L L
C
6515 TALMADGE CT
SUWANEE GA 30024-4271

CAMBRIDGE INC
5361 NORTHLAND DR
ATLANTA GA 30342

ALPHA PROPERTIES L P
P.O. BOX 100
CHROMO CO 81128

GREGORY ENTERPRISES OF GEORGIA L L
C
6515 TALMADGE CT
SUWANEE GA 30024-4271

CAMBRIDGE INC
5361 NORTHLAND DR NE
ATLANTA GA 30342

ALPHA PROPERTIES L P
P O BOX 100
CHROMO CO 81128

GREGORY ENTERPRISES OF GEORGIA L L
C
6515 TALMADGE CT
SUWANEE GA 30024-4271

IOAN OFFICE HOLDINGS LLC
1050 A CAMBRIDGE SQ
ALPHARETTA GA 30004

ALPHA PROPERTIES L P
P O BOX 100
CHROMO CO 81128

GREGORY ENTERPRISES OF GEORGIA L L
C
6515 TALMADGE CT
SUWANEE GA 30024-4271

LOAN OFFICE HOLDINGS LLC
1050 A CAMBRIDGE SQ
ALPHARETTA GA 30004

ALPHA PROPERTIES L P
P O BOX 100
CHROMO CO 81128

SYLVIA K MORROW NOCON LLC
1125 CAMBRIDGE SQ
ALPHARETTA GA 30009

KASH INVESTMENTS ONE LLC
210 CHELSEY CIR
ALPHARETTA GA 30004

ALPHA PROPERTIES L P
P O BOX 100
CHROMO CO 81128

SYLVIA K MORROW NOCON LLC
1125 CAMBRIDGE SQ
ALPHARETTA GA 30009

KASH INVESTMENTS TWO LLC
210 CHELSEY CIR
ALPHARETTA GA 30004

SHARKE ENTERPRISES LLC
1100 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

SYLVIA K MORROW NOCON LLC
1125 CAMBRIDGE SQ
ALPHARETTA GA 30009

KASH INVESTMENTS FIVE LLC
210 CHELSEY CIR
ALPHARETTA GA 30004

CU-18-11
Driving School of Alpha LLC

VOILA INVESTMENTS LLC
156 LORETTA LN
LUTHERSVILLE GA 30251

SYLVIA K MORROW NOCON LLC
1125 CAMBRIDGE SQ
ALPHARETTA GA 30009

KASH INVESTMENTS THREE LLC
210 CHELSEY CIR
ALPHARETTA GA 30004

KASH INVESTMENTS FOUR LLC
210 CHELSEY CIR
ALPHARETTA GA 30004

QUANTUM REAL ESTATE INVEST L L L P
1070 CAMBRIDGE SQUARE # B
ALPHARETTA GA 30004

QUANTUM REAL ESTATE INVEST L L L P
1070 CAMBRIDGE SQ STE B
ALPHARETTA GA 30009-1877

QUANTUM REAL ESTATE INVESTMENTS LL
LP
1070 B CAMBRIDGE SQ
ALPHARETTA GA 30009

QUANTUM REAL ESTATE INVESTMENTS LL
LP
1070 B CAMBRIDGE SQ # B
ALPHARETTA GA 30009

QUANTUM REAL ESTATE INVESTMENTS LL
LP
1070 B COMBRIDGE SQ
ALPHARETTA GA 30004

ANGEL PROPERTIES L L C
1021 CAMBRIDGE SQUARE
ALPHARETTA GA 30009

SL PREMIER MANAGEMENT LLC
1081 CAMBRIDGE SQ
ALPHARETTA GA 30009



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

December 11, 2018

Mayor and Council,

We have provided Tech Alpharetta through the Alpharetta Development Authority sufficient funds to cover the City's commitment to the Chief Executive Officer (CEO) of Tech Alpharetta through February 28, 2019.

Contemplating the need for additional support for Tech Alpharetta back in June for Fiscal Year 2019 the City approved funding of \$118,336 in its budget. \$83,336 of this amount was disbursed to the Development Authority representing their payments to Tech Alpharetta for the CEO through February 2019. Another \$12,000 was provided for Ag Tech Conference support. That leaves \$23,000.

I request that we provide through the Development Authority two additional months funding representing \$20,834 of the remaining \$23,000. The \$20,834 provides funds through April 2019. This additional time provides the City the opportunity to look strategically to a longer term relationship with Tech Alpharetta and to provide appropriate funding.

Any questions please let me know.

Thanks,

A handwritten signature in black ink, appearing to be the letters "BA" in a stylized, cursive font.

Bob

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY ADMINISTRATOR
ROBERT J. REGUS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA
APPROVING THE EXECUTION OF (1) AN AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM FOR ALPHARETTA CONFERENCE CENTER AND HOTEL AVALON AND
(2) AN OMNIBUS CONFORMING CONVEYANCE, BOUNDARY, QUITCLAIM AND
AMENDATORY AGREEMENT

WHEREAS, the City of Alpharetta (the "City") has heretofore entered into that certain Declaration of Condominium for the Alpharetta Conference Center and Hotel Avalon (the "Declaration"), which was executed as of May 3, 2016, and recorded in the Fulton County, Georgia Real Property Records on May 5, 2016; and

WHEREAS, at the time of the execution of the Declaration, the parties thereto contemplated and agreed that upon the completion of the construction of the Alpharetta Conference Center and Hotel Avalon it would be necessary to restate the boundaries of the "Hotel Unit" ("Conference Center Unit" and "Shared Common Areas") to be consistent with the final as-built condition of the spaces; and

WHEREAS, in order to accomplish the foregoing, an Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon (the "Amended Declaration") and an Omnibus Conforming Conveyance, Boundary, Quitclaim and Amendatory Agreement (the "Omnibus Agreement") have been prepared and presented to the parties to the Declaration for execution; and

WHEREAS, based upon recommendation of staff, and in compliance with the agreement to restate the boundaries, **IT IS**

RESOLVED, that the Mayor and such other City officials as are appropriate are authorized to execute and deliver the Amended Declaration and the Omnibus Agreement, true and correct copies of which are attached hereto as Exhibits "A" and "B" respectively, with such minor changes and revisions as the Mayor and City Attorney may approve; and **IT IS**

FURTHER RESOLVED, that the Mayor and such other City officials as may be appropriate are further authorized to execute and deliver any and all other documents that may be necessary to effectuate the transactions contemplated by the Amended Declaration and the Omnibus Agreement.

SO RESOLVED, this 17th day of December, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Don Mitchell

Karen Richard

(SEAL)

Attest:

City Clerk

Exhibit "A"

After Recording Return to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Rd., NE
Atlanta, Georgia 30326
Attn: G. Brian Butler

Cross Reference:

Deed Book 56121, Page 117;
Deed Book 56121, Page 172;
Deed Book 56121, Page 181;
Deed Book 56121, Page 186;
Deed Book 56121, Page 197;
Deed Book 56121, Page 205; and
Condominium Plat Book 23, Page 141,
Fulton County, Georgia Records

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

FOR

**ALPHARETTA CONFERENCE CENTER AND HOTEL AVALON,
A CONDOMINIUM**

FULTON COUNTY, GEORGIA

AMENDED AND RESTATED CONDOMINIUM PLAT
RECORDED AT CONDOMINIUM PLAT BOOK _____, PAGE _____

CONDOMINIUM FLOOR PLANS
RECORDED AT CONDOMINIUM FLOOR PLAN BOOK _____, PAGE _____

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR**

ALPHARETTA CONFERENCE CENTER AND HOTEL AVALON, A CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR ALPHARETTA CONFERENCE CENTER AND HOTEL AVALON, A CONDOMINIUM (this "**Declaration**") is made effective as of this ___ day of _____, 2018 (the "**Effective Date**"), by the **CITY OF ALPHARETTA**, a political subdivision of the State of Georgia (the "**City**"), the **DEVELOPMENT AUTHORITY OF FULTON COUNTY**, a development authority and public body corporate and politic existing under the laws of the State of Georgia ("**DAFC**"), and **AVALON HOTEL ASSOCIATES, LLC**, a Delaware limited liability company ("**Declarant**"), for the purpose of amending and restating the condominium regime to which the Property, as defined below, was submitted pursuant to the Original Declaration and the Original Plat, as such terms are defined below, under and pursuant to the Georgia Condominium Act.

RECITALS:

- A. Declarant previously submitted the Property to the condominium form of ownership pursuant to the Act, as defined below, pursuant to that certain Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium (herein called the "**Condominium**," as further defined below), dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 117, Fulton County, Georgia Records (the "**Original Declaration**"), and that certain Condominium Plat for the Condominium prepared by GeoSurvey, Ltd. dated March 8, 2016, under GS Job No. 20041830-26, and recorded May 5, 2016 in Condominium Plat Book 23, Page 141, aforesaid Records (the "**Original Plat**").
- B. Declarant thereafter conveyed the Conference Center Unit, as defined and described in and created pursuant to the Original Declaration (the "**Original Conference Center Unit**"), to the City, pursuant to that certain Limited Warranty Deed dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 172, aforesaid Records.
- C. The City thereafter leased the Original Conference Center Unit back to Declarant pursuant to that certain Conference Center Lease Agreement dated as of May 3, 2016 (the "**Conference Center Lease**"), as evidenced of record by that certain Memorandum of Conference Center Lease Agreement dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 181, aforesaid Records (the "**Memorandum of Conference Center Lease**").
- D. Declarant thereafter conveyed the Hotel Unit, as defined and described in and created pursuant to the Original Declaration (the "**Original Hotel Unit**"), and Declarant's leasehold interest in the Original Conference Center Unit under and pursuant to the Conference Center Lease, to DAFC, pursuant to that certain Limited Warranty Deed

dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 186, aforesaid Records.

- E. DAFC thereafter leased the Original Hotel Unit, and subleased the Original Conference Center Unit, back to Declarant pursuant to that certain Lease Agreement dated as of April 1, 2016 (the “**DAFC Lease**”), as evidenced of record by that certain Memorandum of Lease dated as of April 1, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 197, aforesaid Records (the “**Memorandum of DAFC Lease**”).
- F. Declarant thereafter developed and constructed upon the Property the Building contemplated by the Building Plans, as such terms were defined in the Original Declaration, said Building comprised of the improvements generally known as the Alpharetta Conference Center (the “**Conference Center**”), and the Hotel at Avalon (the “**Hotel**”), together with other appurtenant buildings and other improvements on and to said property, including, without limitation, a structured parking facility serving the Conference Center and the Hotel.
- G. The Conference Center and the Hotel and the remainder of the Property are, notwithstanding the separate ownership of the various components thereof as described above, operated collectively by Declarant under and pursuant to the DAFC Lease and the Conference Center Lease as a single, integrated development.
- H. In order to recognize the separate ownership of the various components of the Condominium as described above, and in order to reflect the actual, as-built condition of the various components of the Building and the Property, the City, DAFC and Declarant each hereby desire and agree to amend, restate, supersede and replace the Original Declaration and the Original Plat in their entirety.

NOW, THEREFORE, in consideration of Declarant’s development and construction of the Building, and for other good and valuable consideration, including the covenants and agreements hereinafter set forth, the receipt and adequacy of all of which are hereby acknowledged, each of the City, DAFC and Declarant, intending to be legally bound, agree as follows:

1 RECITALS; AMENDMENT AND RESTATEMENT OF ORIGINAL DECLARATION.

(a) Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

(b) Amendment and Restatement. This Declaration amend, restates, supersedes and replaces, in its entirety, the Original Declaration, and upon recordation of this Declaration, concurrent with the Restated Plat, as defined below, and the Condominium Plans, as defined below, the Original Declaration and the Original Plat shall each be deemed amended, restated, superseded and replaced in their entirety, and of no further force or effect.

2 NAME.

The name of the condominium is Alpharetta Conference Center and Hotel Avalon, a Condominium (herein called the “**Condominium**,” as further defined below), which Condominium is hereby continued as a condominium under the Act.

3 DEFINITIONS.

If not defined elsewhere in the Governing Documents, the terms used in the Governing Documents shall have the meanings set forth below. Terms not defined in the Governing Documents shall have the meaning for such term set forth in the Act or the Georgia Nonprofit Corporation Code, as applicable.

“**Act**” shall mean the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq., as such act may be amended from time to time.

“**Administrative Agent**” shall have the meaning set forth in Section 19(c)(i) of this Declaration.

“**Allocated Interests**” shall mean the undivided interests of each Owner in the Common Elements allocated to each Unit as reflected on Exhibit B attached to this Declaration.

“**Annual Assessments**” shall mean those Assessments that are established and collected by the Association pursuant to Article 11 of this Declaration for payment of the Common Expenses.

“**Articles**” or “**Articles of Incorporation**” shall mean the Articles of Incorporation of the Association, which have been filed with the Secretary of State of the State of Georgia.

“**Assessments**” shall mean the Annual Assessments and Special Assessments, if any, owing to the Association by an Owner or levied against a Unit by the Association.

“**Association**” shall mean Alpharetta Conference Center and Hotel Avalon, Inc., a Georgia nonprofit corporation, its successors or assigns.

“**Board**” or “**Board of Directors**” shall mean the elected body responsible for management and operation of the Association.

“**Building**” shall mean the building or buildings located on the Property in which the Units, or portions thereof, are located.

“**Bylaws**” shall mean the Bylaws of the Association.

“**City**” shall mean the **CITY OF ALPHARETTA**, a political subdivision of the State of Georgia.

“**Common Elements**” shall mean all portions of the Property which are not included within a Unit, as more particularly described in this Declaration, the Restated Plat and the Condominium Plans.

“**Common Expenses**” shall mean the expenses incurred or anticipated to be incurred by the Association which are reasonably related to the proper maintenance, care, operation, insurance and management of the Common Elements and the administration of the Association.

“**Condominium**” shall mean all of the City’s fee simple ownership interest in the Original Conference Center Unit, and the undivided interest in the Common Elements established by the Original Declaration and the Original Plat appurtenant to the Original Conference Center Unit, together with all of DAFC’s fee simple ownership interest in the Original Hotel Unit, and the undivided interest in the Common Elements established by the Original Declaration and the Original Plat appurtenant to the Original Hotel Unit, collectively comprising all of the fee simple interest in that certain real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, which is hereby re-submitted to the provisions of the Act by this Declaration, together with all improvements heretofore or hereafter erected thereon (the “**Property**”).

“**Condominium Plans**” shall mean those certain plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, prepared by Cooper Carry, filed in the Fulton County, Georgia, Records at the condominium plan book and page indicated on the cover page of this Declaration, together with any revisions and amendments thereto as may be filed for record.

“**Conference Center**” shall have the meaning set forth in Recital F above.

“**Conference Center Lease**” shall have the meaning set forth in Recital C above.

“**Conference Center Unit**” shall mean the Unit designated as the “Conference Center Unit” on the Restated Plat and the Condominium Plans.

“**Conference Center Unit Owner**” shall mean the Owner of the Conference Center Unit as shown from time to time by the real estate records in the Office of the Clerk of Superior Court of the County, as of the Effective Date hereof being the City.

“**County**” shall mean Fulton County, Georgia.

“**DAFC**” shall mean the **DEVELOPMENT AUTHORITY OF FULTON COUNTY**, a development authority and public body corporate and politic existing under the laws of the State of Georgia.

“**DAFC Lease**” shall have the meaning set forth in Recital E above.

“**Declarant**” shall mean **AVALON HOTEL ASSOCIATES, LLC**, a Delaware limited liability company, the Long-Term Ground Tenant of the leasehold interest (under and pursuant to the DAFC Lease) in the Hotel Unit, and the Long-Term Ground Tenant

of the subleasehold interest (under and pursuant to the DAFC Lease) in the leasehold interest in the Conference Center Unit (under and pursuant to the Conference Center Lease), and any successor or assignee of Declarant evidenced by a written instrument filed in the Fulton County, Georgia, Records referring to this Declaration and expressly assigning the rights, power, authority and obligations of Declarant hereunder. This term does not include, in its capacity as such, any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale and/or lease of a Unit, or any occupant of a Unit under a lease other than the Long-Term Ground Tenant under the DAFC Lease.

“Dispute” shall mean any claim, grievance or other dispute arising out of or relating to: (i) the interpretation, application or enforcement of the Governing Documents; (ii) any conflict or dispute arising between or among two or more Owners; (iii) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense, fee or Assessment to be charged or collected; (iv) the rights, obligations and duties of any Owner under the Governing Documents; (v) the authority of the Association or Declarant under any law or under the Governing Documents to: (a) require any Owner to take any action or not to take any action involving such Owner’s Unit or (b) alter, subtract from or add to the Common Elements or the Condominium; (vi) the failure of the Association, in accordance with applicable law and the Governing Documents to: (a) properly conduct elections, (b) give adequate notice of meetings or actions, (c) properly conduct meetings, or (d) allow inspection of books or records; or (vii) the failure to reach agreement on a Special Assessment. The following shall not be considered **“Disputes”** unless all parties shall otherwise agree to submit the matter to the dispute resolution provisions of Article 25 of this Declaration: (1) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association’s ability to enforce the provisions of the Governing Documents; (2) any suit between Owners that does not include Declarant or the Association if such suit asserts a dispute that would constitute a cause of action independent of any of the Governing Documents; (3) any disagreement that primarily involves title to any Unit or the Common Elements; or (4) any suit in which the applicable statute of limitations would expire within one hundred eighty (180) days of the giving of notice as provided in Article 25 of this Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article 25 of this Declaration.

“Effective Date” shall have the meaning set forth in the Preamble of this Declaration.

“Governing Documents” shall mean, individually and collectively, this Declaration, the Restated Plat, the Condominium Plans, and the Articles of Incorporation and Bylaws of the Association, all as may be supplemented or amended from time to time.

“Hotel” shall have the meaning set forth in Recital F above.

“Hotel Unit” shall mean the Unit designated as the “Hotel Unit” on the Restated Plat and the Condominium Plans.

“Hotel Unit Owner” shall mean the Owner of the Hotel Unit as shown from time to time by the real estate records in the Office of the Clerk of Superior Court of the County, as of the Effective Date being DAFC.

“Institutional Lender” shall mean any institutional bank, trustee, life insurance company, federal or state savings and loan association, real estate investment trust, or other institutional lender.

“Insurance Trustee” shall mean the holder of any first priority Mortgage encumbering the Hotel Unit, provided that such holder is an Institutional Lender, or, if the Owner of the Hotel Unit is an Institutional Lender that acquired fee title to the Hotel Unit by foreclosing upon, or accepting a deed-in-lieu of foreclosing upon, a first priority Mortgage of the Hotel Unit, then the Insurance Trustee shall be such Institutional Lender who is the Owner of the Hotel Unit. In the event that any such Institutional Lender declines to serve as Insurance Trustee, or in the event that there is no Institutional Lender who qualifies to be the Insurance Trustee under the preceding sentence, then the Association shall select an Institutional Lender to serve as the Insurance Trustee, which selection shall be subject to the unanimous approval of the Owners and Declarant, each acting in their reasonable discretion. The Insurance Trustee shall hold all funds deposited with it under this Declaration in trust for the common benefit of the Association, the Owners and Declarant, and the holders of any and all Mortgages encumbering the Condominium, and for the common goal of such stakeholders in ensuring that any damages caused by casualty or condemnation are fully restored to the extent reasonably possible under the circumstances. The Owners and Declarant each acknowledge that as of the Effective Date hereof the Administrative Agent, as the holder of the first priority Mortgage of the Hotel Unit, is the Insurance Trustee and shall continue to be the Insurance Trustee for so long as it remains the holder of such first priority Mortgage of the Hotel Unit.

“Limited Common Elements” shall mean those portions, if any, of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all, Units, as more particularly set forth in this Declaration and/or the Restated Plat and/or the Condominium Plans, as well any licenses, easements or other similar rights which benefit one (1) or more, but less than all, of the Units.

“Long-Term Ground Tenant” or **“Long-Term Ground Tenants”** shall have the meanings set forth in the definition of “Owner” below.

“Major Decision” shall mean any of the events which are expressly stated to be “Major Decisions” or to require “Major Decision Approval” in the Governing Documents.

“Major Decision Approval” shall mean the unanimous approval of the Owners of all Units and Declarant, each in their sole discretion.

“**Memorandum of Conference Center Lease**” shall have the meaning set forth in Recital C above.

“**Memorandum of DAFC Lease**” shall have the meaning set forth in Recital E above.

“**Mortgage**” shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

“**Mortgage Holder**” or “**Mortgagee**” shall mean the holder of any Mortgage.

“**Occupant**” shall mean any Person, including any Owner and/or Declarant, occupying all or any portion of a Unit for any period of time, regardless of whether such Person is a Tenant or the Owner of such Unit.

“**Original Conference Center Unit**” shall have the meaning set forth in Recital B above.

“**Original Declaration**” shall have the meaning set forth in Recital A above.

“**Original Hotel Unit**” shall have the meaning set forth in Recital D above.

“**Original Plat**” shall have the meaning set forth in Recital A above.

“**Owner**” shall mean the record fee title holder of a Unit within the Condominium as shown by the real estate records of the Clerk of the Superior Court of the County; provided, however, any Long-Term Ground Tenant of fee simple title to a Unit within the Condominium shall be deemed the “**Owner**” of such Unit during the term of its lease and shall exercise and perform all rights, benefits, privileges, duties, responsibilities and obligations of the “**Owner**” with respect to such Unit, other than with respect to any matter hereunder constituting a Major Decision or requiring Major Decision Approval; and provided further, however, the term “**Owner**” will not mean and refer to (i) a Person who is only a Mortgage Holder unless and until the holder acquires fee simple title or long-term ground leasehold title to a Unit pursuant to the foreclosure of its Mortgage, the exercise of any power of sale, or any deed or proceeding taken in lieu of foreclosure, nor (ii) any lessee (other than a Long-Term Ground Tenant), tenant or licensee of any Owner. A “**Long-Term Ground Tenant**” or “**Long-Term Ground Tenants**” means a Tenant (or Tenants) under a ground lease (and, during the time that fee ownership of a Unit, or the ground leasehold interest in a Unit, is held in the name of DAFC or another county or municipal development authority, as the case may be, also a sub-ground Tenant, if applicable) under a ground lease having an initial term of at least ten (10) years. In addition, a fee owner/ground lessor may delegate the rights (and obligations) of the “**Owner**” under this Declaration to its Long-Term Ground Tenant in a recorded short form lease.

“**Person**” shall mean any individual, corporation, company, firm, partnership, trust, or other legal entity.

“**Property**” shall have the meaning set forth in the definition of “Condominium” above.

“**Restated Plat**” shall mean the plat of survey for Alpharetta Conference Center and Hotel Avalon, a Condominium, prepared by GeoSurvey Ltd. filed in the Fulton County, Georgia, Records at the condominium plat book and page indicated on the cover page of this Declaration, together with any revisions and amendments thereto as may be filed for record.

“**Signage**” shall mean any signage, lettering, decorations, banner, flag, advertising or marketing media, awning, canopy, window covering, or any other similar form of expression on the exterior of the Condominium or in the interior of any improvements if the same is visible from the exterior areas of the Condominium.

“**Special Assessments**” shall mean all costs, expenses, dues, interest, fees, late fees, fines, collection costs, attorneys’ fees and any other sums other than Annual Assessments that are established and collected from time to time by the Association pursuant to Article 11 of this Declaration.

“**Structure**” shall mean all foundations, roofs, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods and any and all other structural components that support, uphold or create the Building.

“**Systems**” shall mean all fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, audio and video signals, and other utility services including the main switch gear conduits, plumbing chases and mechanical shafts on the Property.

“**Tenant**” shall mean any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease, sublease or other occupancy agreement granted by an Owner, which may, as the context requires, include a Long-Term Ground Tenant.

“**Unit**” shall mean that portion of the Condominium intended for independent ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements assigned to the Unit by this Declaration.

4 LOCATION AND DESCRIPTION OF THE PROPERTY; LEGAL STRUCTURE AND DEVELOPMENT OF CONDOMINIUM.

(a) The Property. The Condominium subject to this Declaration and the Act is the fee simple ownership interest in that certain property located in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being more particularly described in **Exhibit A**

attached to this Declaration, which exhibit is specifically incorporated herein by this reference. The Restated Plat and the Condominium Plans relating to the Condominium have been filed in the Fulton County, Georgia, Records in conjunction with the recording of this Declaration. The Restated Plat amends and restates, supersedes and replaces in its entirety, the Original Plat. The Declarant has the right to file additional plats and plans from time to time as necessary or appropriate to further describe the Units or to comply with the Act. The Restated Plat and the Condominium Plans are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

(b) Legal Structure of Condominium. As of the Effective Date, Declarant is the “**Long-Term Ground Tenant**” of both the Hotel Unit and the Conference Center Unit (as sub-Tenant), and thereby the “**Owner**” for all purposes of this Declaration of both the Hotel Unit and the Conference Center Unit, other than with respect to matters constituting Major Decisions or requiring Major Decision Approval hereunder. The foregoing is agreed to in recognition of the fact that the Condominium will, for many purposes, notwithstanding the fact that the Units will initially be owned by separate parties, be viewed as a single facility and operated as a single facility under the common operation and management of the operator/manager engaged by the Hotel Unit Owner in its capacity initially as the Long-Term Ground Tenant of the Hotel Unit and the Conference Center Unit. With respect to any such matters constituting Major Decisions or requiring Major Decision Approval hereunder, the City, its successors or assigns, as the owner of fee simple title to the Conference Center Unit, shall be the “**Owner**” of the Conference Center Unit.

(c) Development of Condominium. The Original Declaration contemplated that the Property would be (and the Property has now been) developed by Declarant as a conference meeting facility known as the Alpharetta Conference Center, and a full-service hotel known as the Hotel at Avalon, and that once developed, Declarant, the City and DAFC, with the joinder and consent the then current Mortgage Holder (being Administrative Agent (as defined below) for so long as it is the Mortgage Holder on the Hotel Unit and/or any portion of or interest in the Conference Center Unit), would prepare and record necessary amendments to the Original Declaration and the Original Plat, and record Condominium Plans, to amend the description of Units to coincide with the as-built conditions of the Building, and file any necessary confirming deeds and other transfer instruments as may be necessary to conform the ownership of the Units as contemplated and intended pursuant to this Declaration, and therefore such parties are entering into and recording this Declaration, and causing the Restated Plat and the Condominium Plans to be recorded, to amend, restate, supersede and replace, in their entirety the Original Declaration and the Original Plat.

5 UNITS AND BOUNDARIES.

(a) Unit Boundaries. The Property is hereby divided into two (2) Units, the Hotel Unit and the Conference Center Unit, as well as the Common Elements (including, but not limited to, any Limited Common Elements). Each Unit has an undivided ownership interest in the Common Elements in accordance with such Unit’s Allocated Interest. Each Unit shall be conveyed as a separately designated and legally described ownership estate subject to the Act and the Governing Documents. In interpreting deeds and plans subsequently filed with respect to the Condominium, the physical boundaries of a Unit as originally constructed or of a Unit

reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the Building in which the Unit was located, and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit. The boundaries of each Unit will generally be as follows:

(i) Horizontal (upper and lower) Boundaries. The upper horizontal boundary of any portion of a Unit contained within the Building shall be the unexposed surface of the finished sheetrock or other surface that creates the ceiling of the uppermost story(ies) of such Unit. The lower horizontal boundary of any portion of a Unit contained within the Building is the lowermost plane of the concrete slab that creates the lowermost story(ies) of such Unit. Notwithstanding anything to the contrary herein, in the event a portion of a Unit is located on a level of the Building directly above another portion of the same Unit located on the level below, there shall not be deemed to be any horizontal boundary between the portions of the same Unit.

(ii) Vertical (lateral) Boundaries. Except as otherwise provided herein, the perimetrical or vertical boundaries of each Unit shall be the vertical plane formed by the outermost exterior surface wall of the Building, with any studs, drywall, sheetrock, gypsum board, paint, wallpaper and similar coverings being part of the Unit. For the purposes hereof, the "outermost exterior surface wall" shall mean the outermost wall of material comprising the façade of the Building, and which may be comprised of concrete, brick, stucco, or other applicable materials. To the extent a Unit is bounded by exterior glass windows or doors, the exterior glass windows or doors shall be deemed part of the Unit (with the glass itself and window mullion constituting part of the Unit). With respect to common walls between Units or between a Unit and Common Element interior improvements, the perimetrical or vertical boundary of the Unit served thereby shall be the centerline of such wall.

(iii) Perimeter Boundaries. All entry doors and windows and other exterior wall finishes and all interior finished surfaces of all perimeter walls, floors and ceilings, including the dry-wall, plaster, carpeting and carpet pad, hardwood flooring, other surface flooring and other material creating the finished visible surfaces of the walls, floors or ceilings, are specifically included within the boundaries of a Unit.

(iv) Exclusive Systems. All Systems exclusively serving a single Unit (including any part of any such System located outside the boundaries of the Unit), all duct work for all such Systems, including any utility meter serving only one Unit and all interior partitions, appliances, fixtures and improvements within a Unit shall be part of the Unit, except for the Structure and Systems not exclusively serving such Unit, which are part of the Common Elements.

(v) Shared Systems. If any Systems lie partially within and partially outside of the designated boundaries of the Unit, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portion thereof which serves more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(vi) Restated Plat and Condominium Plans. Any rooms, systems or areas not specifically referred to above that are shown on the Restated Plat or the Condominium Plans as being part of a Unit shall also be part of such Unit.

(vii) Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit, whether or not separately described in the conveyance thereof, an undivided ownership interest in the Common Elements in accordance with such Unit's Allocated Interest, together with membership in the Association.

(b) Combination of Units; Relocation of Boundaries; Subdivision. Subject to the architectural control provisions and any other restrictions and limitations specified in the Governing Documents, Owners may combine Units, relocate the boundaries between adjoining Units, and subdivide their Units as follows:

(i) Combining Two Units. If any Owner acquires an adjoining Unit, such Owner shall have the right to remove all or any part of any intervening partition or create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or in part, be part of the Common Elements, so long as all applicable building codes are complied with, no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein, which items shall be relocated by such Owner at Owner's expense if such items serve any other part of the Condominium), structural support for any other Unit or any Common Elements serving any other Unit is not adversely affected and such Owner has obtained the prior written approval of the Mortgagees of the Units involved. The alterations permitted by this subparagraph shall not be deemed a relocation of boundaries between adjoining Units.

(ii) Relocation of Boundaries. Boundaries between adjoining Units may be relocated only in accordance with the provisions of O.C.G.A. § 44-3-91. If Owners of adjoining Units whose respective boundaries may be relocated desire to relocate those boundaries, the Association shall, upon written application of the Owners and the written consent of the Mortgagees of the Units involved, immediately prepare and execute an amendment to the Declaration identifying the Units involved and state that the boundaries between the Units are being relocated by agreement of the Owners. In an application to the Board by the Owners the application shall specify the aggregate Allocated Interests, undivided interest in the Common Elements, votes in the Association and liabilities for Common Expense or any one or more thereof pertaining to those Units. The amendment shall reflect the reallocation, if appropriate. If the reallocation specified by the Owners of the Units involved, or the absence thereof, is deemed unreasonable by the Board, it shall so notify such Owners and permit them to amend their written application so as to specify reallocation acceptable to the Board. Plats and plans showing the reallocations shall be prepared and recorded, as well as the appropriate amendment as described in O.C.G.A. § 44-3-91 (d) and (e).

(iii) Major Decision Approval. The combination of any Units, the relocation of the boundaries of any Units, and the partitioning or subdividing any Unit, shall all be Major Decisions requiring Major Decision Approval hereunder.

6 COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium other than the Units, including without limitation the Structure, any Systems that serve more than one Unit, the parking structure constructed on the Property, and all landscaped or paved areas or exterior walkways not specifically included within a Unit as described in this Declaration, on the Restated Plat or in the Condominium Plans.

The percentage of undivided interest in, and to, the Common Elements attributable to each Unit is set forth on **Exhibit B** as such Unit's Allocated Interest.

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. With the exception of the Limited Common Elements, which are reserved for the use of the Owner of the Unit(s) to which such Limited Common Elements are appurtenant, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

7 LIMITED COMMON ELEMENTS AND USE RIGHTS.

(a) Limited Common Elements. The Condominium currently has no Limited Common Elements.

(b) Reassignment of Common Elements. The Association is hereby authorized to assign a Common Element as a Limited Common Element, upon written application to the Association by any Owner, subject to Major Decision Approval.

8 ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES.

(a) Membership. All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Governing Documents.

(b) Single Class of Membership. Membership within the Association will not be divided into different classes. The rights of the Members shall be identical, except that the Conference Center Unit Owner shall have the right to appoint one (1) member of the Board of Directors, subject to Section 13.20 of the Conference Center Lease and the Hotel Unit Owner shall have the right to appoint two (2) member of the Board of Directors. Unless a different allocation of votes is required by the Act or elsewhere in the Governing Documents, each Owner as a member of the Association shall be entitled to exercise the number of votes in proportion to its Allocated Interest on each matter on which members of the Association shall be entitled to vote.

(c) Major Decisions. No matters or decisions that are expressly described in the Governing Documents to be a Major Decision or to require Major Decision Approval or the consent of all Owners of Units may be approved by the Owners, the members of the Association

or the Board of Directors, as applicable, without the prior written consent of all Owners. Each of the following decisions is a “**Major Decision**”:

- (i) any act seeking to abandon or terminate the Condominium;
- (ii) changing the Allocated Interests or the allocations of distributions of condemnation awards;
- (iii) Unit combinations, boundary relocations, or partitioning or subdividing any Unit;
- (iv) any act or omission seeking to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, including, without limitation, reassigning a Common Element as a Limited Common Element (the granting of easements or licenses, as specifically authorized in the Governing Documents, shall not be deemed a transfer within the meaning of this clause);
- (v) adjusting losses under the insurance policies obtained by the Association;
- (vi) using Association hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) other than as set forth in the Declaration, including reconstruction or repair of the Condominium not in substantial accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes;
- (vii) selection of an Insurance Trustee to hold and disburse Association hazard insurance proceeds if there is no Mortgage on either of the Units; and
- (viii) as provided in Article 13 of this Declaration (first two paragraphs thereof), determining whether to repair, rebuild or restore any improvements on the Property, or any substantial part thereof, which has suffered material damage as a result of fire or other casualty or the exercise of the power of eminent domain.

9 ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

(a) Allocations Generally. Except as provided elsewhere in the Governing Documents, the amount of all Common Expenses shall be assessed against all the Units in accordance with the Allocated Interests.

(b) Special Assessments. The Board of Directors shall have the power to assess specially as, in its discretion, it shall deem appropriate, any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the Occupant(s), licensees or invitees of any such Unit or Units, against such Unit or Units as Special Assessments; provided that the Board of Directors’ authority to specially assess hereunder is limited only to those costs that are not covered by the Association’s insurance policies. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of

the Board's right to exercise its authority under this Paragraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

10 ASSOCIATION RIGHTS AND RESTRICTIONS.

In addition to the rights set forth in the Act, the Board of Directors shall have the right and authority to act for and on behalf of the Association, through its agents, employees and contractors, as appropriate, in the following situations provided below:

(a) Right of Entry. To enter the Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. This right shall extend to correct, repair and replace any water meter reading devices or fire sprinklers located in a Unit. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit.

(b) Enforcement. To enforce the Governing Documents, including any matters of record, by the imposition of reasonable monetary fines, suspension of use and voting privileges, suspension of any utility services the cost of which is one of the Common Expenses of the Association and the exercise of self-help (specifically including but not limited to the towing of vehicles that are illegally parked), all as provided in Section 44-3-76 of the Act, as amended, and all to the fullest extent permitted under the law and in equity.

(c) Closure. To the extent necessary, close temporarily any portion of the Common Elements with thirty (30) days prior notice to the affected Owners, except that, in emergency situations requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing.

(d) Association Discretion. To exercise reasonable business judgment in the decision to pursue enforcement action in any particular case, without waiver of the Association's right to enforce the same provision at a later time under similar or other circumstance or preclude the Association from enforcing any other covenants, restrictions or Regulations.

11 ASSESSMENTS.

(a) Purpose of Assessment. The Association shall have the power to levy Assessments as provided herein and in the Act.

(b) Determination of Assessments. Except as otherwise provided in the Governing Documents, the Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expenses allocable to services being rendered by any management company with whom the Association may contract (subject to the approval of the Administrative Agent, for so long as it is the Mortgage Holder of a Mortgage on the Hotel Unit). The Assessments shall be payable from an Owner within thirty (30) days from delivery of an invoice setting forth such Owner's share of such Common Expenses; however, the Board of Directors shall have the power to establish other

collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective Allocated Interests for the following purposes: (i) if a deficit should develop in the payment of Common Expenses; or (ii) for reasonable costs incurred by the Association for the acquisition, installation, construction or replacement of any capital improvements located or to be located within the Common Elements. In addition to the reserves which may be required to be maintained by the Association, the Board of Directors may include sums to establish reasonable reserves against future contingencies in each annual Assessment.

(c) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Annual Assessments and Special Assessments against such Unit. All such Assessments, together with charges, interest, costs and reasonable attorneys' fees actually incurred, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the Assessment fell due. Each Owner and its grantee shall be jointly and severally liable for all Assessments and charges due and payable at the time of any conveyance. Notwithstanding, the fee simple title interest Conference Center Unit, for such time as the same is owned in fee simple by the City, shall be exempt from any liens for Assessments provided herein or in the Bylaws.

(d) Payment of Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the Annual Assessments for each year shall be paid in equal monthly installments, due on the first day of each calendar month. No Owner shall exempt himself or herself from liability for or otherwise withhold payment of Assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Association's failure to perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

(e) Delinquent Assessments. All Assessments and related charges not paid on or before the due date shall be delinquent.

(i) If any Annual Assessment installment or any part thereof is not paid in full by the tenth (10th) day of the month or if any other Assessment or charge is not paid within ten (10) days of the due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, (or such higher amounts as may be authorized by the Act, as it may be amended from time to time) may be imposed by the Board without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent per annum (or such higher rate as may be permitted by the Act) shall accrue from the due date.

(ii) If part payment of Assessments and related charges is made, the amount received may be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent Assessments, and then to current Assessments.

(iii) If Assessments, fines or other charges or any part thereof due from an Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the Assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the Annual Assessments for such year and of any Special Assessment. If an Owner fails to pay all Assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the Annual Assessments for such year and of any Special Assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the Annual Assessments in monthly installments for that fiscal year.

(iv) If Assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the Assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Governing Documents, the Act and Georgia law and may suspend the Owner's right to vote and right to use the Common Elements; provided, however, the Board may not limit ingress or egress of an Owner to its Unit. Notwithstanding the foregoing, for so long as it is the Owner in fee simple of the Conference Center Unit and the Conference Center Lease is in effect, the City's right to vote and use the Common Elements in their capacity as fee owner of the Conference Center Unit shall not be suspended under this provision on account of its Long-Term Ground Tenant's (e.g., the tenant under the Conference Center Lease) failure to pay or late payment of any Assessment. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(f) Special Assessments for Non-recurring Expenses. In addition to the Annual Assessments provided for above and Special Assessments for other purposes as provided elsewhere in the Governing Documents, the Board, at any time, and in addition to any other rights it may have, may levy a Special Assessment against the Owners, as in the judgment of the Board is necessary or appropriate to pay non-recurring Common Expenses, allocable to the Owners in accordance with their Allocated Interests.

(g) Condominium Capital Expenditures. The Board of Directors may in establishing the Annual Assessment include anticipated capital expenditures relating to the Common Elements taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, as part of the Annual Assessment, in an amount sufficient to permit meeting the projected capital needs of the Association with respect both to amount and timing. The capital contribution required, if any, shall be fixed by the Board and included within the Annual Assessment as provided in subparagraphs (b) and (d) of this Article 11.

(h) Statement of Account. Any Owner, Mortgagee, Person having executed a contract for the purchase of a Unit, or lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of

Assessments due and unpaid, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding such amount as may be authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of Assessments due on the Unit as of the date specified herein.

12 INSURANCE.

(a) Required Association Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by Section 44-3-107 of the Act, as amended, and as required herein.

(b) Benefitted Parties. All insurance purchased by the Association pursuant to this Article 12 shall cover and run to the benefit of the Association, the Board of Directors, all officers, agents and employees of the Association, the Owners, and their respective Mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear.

(c) Loss Payee/Periodic Review. All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any, and loss payable provisions of Association property insurance policies shall be in favor of the Association, subject to payment of the proceeds thereunder to the Insurance Trustee as and when required hereunder. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of Section 44-3-107 of the Act, as amended. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of Section 44-3-107 of the Act, as amended.

(d) Property Insurance. The Board of Directors shall secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements comprising the Property. To the extent available at reasonable cost, the Association's property insurance policy shall cover any fixtures and improvements that are contained within a Unit (but not personal property of any Owner), as well as any signs affixed to a Unit; provided, however, that the Association's property insurance policy shall exclude improvements and betterments to a Unit made by the Unit Owner after the initial construction of the Building. The Association's property insurance policy may contain a commercially reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

(e) Policy Requirements. The Board shall use reasonable efforts to obtain policies that will provide the following, as applicable:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective employees, agents, contractors, licensees, invitees and guests;

(ii) any "other insurance" clause contained in the Association policy shall expressly exclude individual Owners' policies from its operation;

(iii) no action or omission by any Owner will void any such policy or be a condition to recovery under the policy;

(iv) the Association policies may not be canceled, substantially modified, or subjected to non-renewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of Units;

(v) an agreed value endorsement and an inflation guard endorsement;

(vi) the deductible amount allocated to any one Unit Owner shall not exceed the deductible amount allowable per casualty loss as required by the Act;

(vii) the insurance trust described above shall be recognized;

(viii) the Association policy shall be primary, even if a Unit Owner has other insurance that covers the same loss;

(ix) all policies of insurance shall be written with a company licensed to do business in the State of Georgia with a rating of A-VII or better rating from A.M. Best Company; the Association shall provide insurance certificates to each Owner and each Mortgagee upon request;

(x) subject to Major Decision Approval, exclusive authority to adjust losses under the policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto; and

(xi) in no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgage Holders.

(f) Additional Association Insurance. In addition to the insurance required hereinabove, the Board shall obtain as a Common Expense:

(i) worker's compensation insurance, if and to the extent necessary, to meet the requirements of law;

(ii) commercial general liability insurance in amounts no less than required by Section 44-3-107 of the Act, as amended, or the amounts required by the Conference Center Lease, whichever is greater, and officers' and directors' liability insurance in such amounts as the Board may determine;

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds, if reasonably available, shall be in an amount determined by the Board of Directors; and

(iv) such other insurance as the Board of Directors may determine to be necessary or desirable.

Insurance carried by the Association as a Common Expense shall not include liability insurance carried by Unit Owners for liability arising within a Unit.

Nothing contained herein gives any Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Unit Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee, provided that nothing contained herein shall be construed to allow for the distribution of insurance proceeds which are required to be used by the Association for restoration.

Every Unit Owner covenants and agrees with all other Owners and with the Association that each Owner shall be obligated to obtain and maintain at all times, at such Owner's sole cost and expense, property insurance covering those portions of its Unit to the extent not insured by policies maintained by the Association (provided, however, that the City is exempt from such insurance requirements for the duration of the Conference Center Lease), as well as a liability policy covering damage or injury occurring in or on such Unit in the amounts required by the Conference Center Lease while it is in effect. The Board of Directors shall make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs. Upon request by the Board, the Unit Owner shall furnish a copy of such Owner's insurance policy or policies to the Association.

In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to its Unit, if any. If any Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the Owner or Owners pursuant to Article 9 of this Declaration; provided, however, where the deductible is for the insurance required under the Act, no Owner shall be assigned such amount which exceeds that which is provided for in the Act as the cost of the deductible for any one casualty loss.

Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master hazard insurance policy for which the Association received from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of Assessments

owed to the Association, then the Association may retain and apply such proceeds not utilized by the Association for restoration to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Unit Owner.

13 REPAIR AND RECONSTRUCTION.

In the event of damage to or destruction of all or any part of the Common Elements as a result of fire or other casualty, unless all of the Owners as a Major Decision vote not to proceed with the reconstruction and repair of the Common Elements and to therefore terminate the Condominium (but only with the consent and approval of the Mortgage Holders of the Units), the Association shall arrange for and supervise the prompt repair and restoration of the Common Elements in accordance with the provisions hereof. Prompt written notice of any damage to the Common Elements shall be provided by the affected Owner(s) to the Association. In the event of substantial damage or destruction to the Common Elements, each Institutional Lender that is a holder of a first Mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Unit Owner with respect to the distribution of proceeds to any such Unit Owner. Each Mortgage Holder, by making a loan on this Condominium, acknowledges that the Association's use of insurance proceeds for restoration of the Common Elements is prior to any right of such Mortgage Holder to any such insurance proceeds.

Prompt written notice of any substantial damage or destruction to an Owner's Unit shall be given by the Owner of the damaged Unit to the Association and the Mortgage Holder of the damaged Unit. The Owner of the damaged Unit shall promptly proceed with the full restoration and repair of such damage or destruction unless the Condominium is terminated as a Major Decision and each Mortgage Holder has consented to such termination. The Owner of each damaged Unit shall pay all costs of such restoration, repair and replacement or rebuilding of its Unit. The Association shall provide the Insurance Trustee with the insurance proceeds for the damaged Unit from the Association's property insurance policy which are attributable to such Owner's Unit, if any, and the Unit Owner shall provide its insurance proceeds from its damaged Unit, to the Insurance Trustee. Each Mortgage Holder, by making a loan on this Condominium, acknowledges that the Insurance Trustee's use of insurance proceeds for restoration is prior to any right of such Mortgage Holder to any such insurance proceeds.

(a) Cost Estimates. Promptly after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Condominium to substantially the condition which existed before such casualty, allowing for the changes or improvements necessitated by changes in applicable building codes. Such estimates are subject to the reasonable approval of the Insurance Trustee. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be reasonably necessary or desirable.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Condominium, as determined by the Insurance Trustee from such cost estimates and from its internal analysis, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be immediately

deposited with the Insurance Trustee by the Owner of the damaged Unit or the Association with respect to the Common Areas, and the Association may assess the additional costs against the Owners as a Special Assessment (and all Unit Owners hereby approve and agree to such assessment regardless of its dollar amount). Notwithstanding the foregoing, the City shall have no obligation to fund additional costs, nor shall its fee simple interest in the Conference Center Unit be subject to any liens as a result of any assessment thereof. In the event the Association does not so deposit the additional costs with Insurance Trustee, the Unit Owners must deposit such additional costs with the Insurance Trustee. Any excess insurance proceeds remaining after restoration and repair of the Condominium, or any insurance or sales proceeds available absent such restoration and repair shall be received and held in trust by the Insurance Trustee (with any proceeds attributable to Limited Common Elements allocated among the Owners of the Units to which such Limited Common Elements were assigned in this Declaration and any other proceeds allocated in accordance with the Allocated Interests of the Owners), and distributed as follows: (i) first, to the payment of the balance of the Mortgage of such Owner; (ii) second, to the payment of any delinquent Assessment with respect to such Unit and (iii) the balance, if any, to each Owner entitled thereto.

(c) Plans and Specifications. Any such reconstruction or repair of the Condominium shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications are approved by the Board of Directors (subject to Major Decision Approval) and each Mortgage Holder. All plans and specifications for reconstruction are subject to the reasonable review and approval of the Insurance Trustee.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair of the Condominium shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed or such plans approved pursuant to Section 13(c), above. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association or required to be deposited by the Association or any Unit Owner pursuant to this Article 13 shall constitute a construction fund to be held by the Insurance Trustee which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction to restoration, and shall be disbursed on receipt of satisfactory plans and specifications, contracts and subcontracts, schedules, budgets, lien waivers and architects' certificates, and otherwise in accordance with prudent commercial construction lending practices for construction loan advances.

Each Owner, by acceptance of a deed to a Unit, hereby irrevocably makes, constitutes and appoints the Association, as the Owner's true and lawful attorney in fact, for and in the Owner's name, place and stead, upon the damage or destruction of the Condominium, or any part

thereof, or upon any determination by the Owners made pursuant to this Article 13, to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article 13, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all the Owners to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article 13 as aforesaid, including the authority to make and settle claims under any insurance policies maintained by the Association provided the Association obtains the written consent of the Insurance Trustee, such consent not to be unreasonably withheld, contract for and with respect to restoration and repair work with the written consent of Insurance Trustee, contract for and with respect to replacements to the Condominium with the consent of the Insurance Trustee, and to execute and deliver all instruments necessary or incidental to any such actions, provided that this authority does not obviate the necessity of obtaining Major Decision Approval for any action for which Major Decision Approval is required. Notwithstanding the foregoing, provided no default then exists under any Mortgage Holder's Mortgage or related loan documents, the Association is hereby authorized, in the name and on behalf of all the Owners, to settle claims under any insurance policies maintained by the Association and the Owners, and receive and disburse such proceeds directly and not through the Insurance Trustee for restoration and repair, if such claim is for less than Five Million Dollars (\$5,000,000). The Insurance Trustee shall have the right to participate in and reasonably approve any settlement of claims under any insurance policies maintained by the Association and the Owners, and receive disburse such proceeds in accordance with this Article 13, for all claims in excess of Five Million Dollars (\$5,000,000).

14 ARCHITECTURAL CONTROLS.

No Owner, Occupant, or any other person may (a) make any encroachment onto the Common Elements, (b) change the exterior appearance of its Unit, (c) make any improvements or alterations to its Unit or the Common Elements which would materially impair the structural integrity of the Condominium, (d) make any addition, alteration or improvement to any Common Element, nor (e) except as otherwise provided in Section 22(d) herein, erect, place or post any Signage without first obtaining the written approval of the Association. Alterations to a Unit which are not covered by the above may be made by such Owner. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing Building, Units and Structure, and the location in relation to surrounding structures and topography. Notwithstanding the foregoing, Declarant specifically reserves the right to make (except as may be otherwise set forth in the Conference Center Lease) such renovations to the Hotel Unit and to the Conference Center Unit (so long as the Conference Center Lease is effective) as Declarant deems appropriate in order to develop and operate a hotel and conference center facility including guest rooms, meeting rooms, ballrooms, catering kitchen, lobbies, prefunction space, and other "back-of-house space" incidental to Declarant's operation of such hotel conference center facility on the Property.

No Owner or Occupant shall make any alteration that would impair the fire protection rating of the Condominium. All building code and fire code requirements must be complied with and necessary permits and approvals secured for any modifications.

(a) Applications. Application for approval by the Association shall be in writing and shall provide such information as the Association may reasonably require. The Association shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction which is not in conformance with approved plans.

The Board may allow such encroachments on the Common Elements as it deems acceptable. Even if the Association approval is obtained or not required, nothing herein shall authorize anyone to construct or maintain any structure or improvement or do any other work that is otherwise in violation of the express provisions of the Governing Documents.

(b) Limitation of Liability. **THE OWNER, MAKING OR CAUSING TO BE MADE SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER, TO HOLD THE ASSOCIATION, DECLARANT AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS. ANY OWNER SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE SAME, AND ANY OWNER, BY ACQUIRING TITLE TO THE SAME, AGREES NOT TO SEEK DAMAGES FROM THE ASSOCIATION, DECLARANT OR ANY OTHER OWNER ARISING OUT OF THE ASSOCIATION'S REVIEW OF ANY PLANS HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR REVIEWING, NOR SHALL ITS REVIEW OF ANY PLANS BE DEEMED APPROVAL OF, ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH THE GOVERNING DOCUMENTS AND ALL LEGAL REQUIREMENTS. FURTHER, EACH OWNER (WITH THE EXCEPTION OF THE CITY) AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING AS A RESULT OF THE REVIEW OF ANY PLANS HEREUNDER.**

(c) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of the Board of Directors of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(d) Enforcement. Any construction, alteration, or other work done in violation of this Article or any other provision of the Governing Documents shall be deemed to be nonconforming. Upon written request from the Board, the violating Owner shall, at its own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the nonconforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees, after thirty (30) days prior written notice to such Owner informing such Owner that such nonconformance must be removed or restored, shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the nonconforming construction, alteration or other work. All costs thereof, including reasonable attorneys' fees, may be assessed against the violating Unit and collected as an assessment pursuant to this Declaration.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions.

(e) Commencement of Construction. If an Owner does not commence the work which is the subject of the Association approval within six (6) months from the date of approval, then such approval shall be deemed revoked by the Association, unless the Association gives written extension notice for commencing the work. All approved work must be diligently pursued to completion after commencement by such Owner. An Owner may not abandon and leave any such work unfinished or partially complete.

15 USE RESTRICTIONS.

Each Owner of a Unit shall be responsible for ensuring that the Owner's Occupants, guests, Tenants and invitees comply with the provisions of the Governing Documents. In addition to any rights the Association may have against the Owner's Occupants, guests, Tenants and invitees, as a result of a violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's Occupants, guests, Tenants or invitees.

In addition to the following use restrictions, the Board of Directors may adopt non-discriminatory rules and regulations concerning the use of the Condominium.

(a) Use of Limited Common Elements. Use of any Limited Common Elements is restricted exclusively to the Owners of the Unit or Units to which such Limited Common Elements are assigned and said Owner's Occupants, guests, Tenants and invitees. The Limited Common Elements are reserved for such exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, and the restrictions in the Governing Documents applicable to the Common Elements shall also apply to the Limited Common Elements, unless otherwise expressly provided in the Governing Documents.

(b) Parking. All parking spaces shall be used exclusively for automobile parking purposes and those uses appurtenant to parking purposes by the Owners, their Occupants and their guests, invitees and employees, and other uses as may be approved by the Association.

(c) Parking Spaces and Vehicles. Neither the Declarant nor the Association shall be held liable for loss or damage to any property, including but not limited to any vehicle and any items in any vehicles, placed or kept in any parking space or parking facility in the Condominium. Each Owner or Occupant with use of a parking space who places or keeps a vehicle and/or any personal property in the vehicle or in the parking space does so at its own risk.

16 LEASING.

The Units (or portions thereof) may be leased.

(a) Notice. Within ten (10) days after executing a lease agreement for the lease of all or any portion of a Unit, the Owner shall provide the Board with the name of the Tenant, address of Tenant and term of lease.

(b) Compliance with Governing Documents. Each Owner agrees that any lease, with the exception of the Conference Center Lease or any lease with DAFC, of all or substantially all of a Unit shall be deemed to contain the following language, which language shall be incorporated into the lease by existence of this covenant, and the Tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

“Compliance with the Ground Lease and the Governing Documents. Any violation of the Governing Documents by the Tenant or any guest of Tenant, is deemed to be a default under the terms of the lease. The mere execution of a lease for a Unit or occupancy of a Unit (for any period of time) subjects a Tenant to all pertinent provisions of the Governing Documents to the same extent as if Tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between an Owner and its Tenant, such Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. Each Owner is responsible for providing such Owner’s Tenant with the Governing Documents and notifying the Tenant of any changes thereto. The Association may send notices of violations by a Tenant to both the Tenant and to the Owner of the Unit occupied by such Tenant. The Association has the right to enforce the Governing Documents against the Owner and/or the Tenant.”

17 SALE OF UNITS.

Within thirty (30) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of Directors of its purchase of the Unit.

18 MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of its Unit and, except as otherwise provided elsewhere in the Governing Documents, Limited Common Elements exclusively serving its Unit. In addition, each Unit Owner shall have the responsibility:

(i) To perform its responsibilities hereunder in such manner so as not to unreasonably disturb other persons in other Units.

(ii) To promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible.

(iii) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do, as provided herein), or, except as otherwise provided in the Governing Documents, to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, its Occupants, and invitees, with the cost thereof to be a Special Assessment.

(b) By the Association. The Association shall maintain and keep the Common Elements in good repair as a Common Expense.

The Association and Declarant shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, or invitee, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, or invitee for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

(c) Moisture Maintenance. Each Owner and the Association, with respect to their respective areas of maintenance responsibility, agrees to (i) immediately repair any water leaks or moisture problems in their respective area of maintenance responsibility in a good and workmanlike condition; (ii) insure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of part of the repair of the water or moisture damage is removed and replaced; (iii) regularly inspect the parts of the Building which they respectively maintain for the existence of moisture, mold, mildew or fungus; and (iv) promptly and regularly clean any area where moisture, condensation, mold, fungus or mildew appear with bleach or other such similar product designed to inhibit the growth of mold, mildew or fungus.

(d) Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly its obligation with regard to the maintenance, repair, or replacement of items for which it is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have thirty (30) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within thirty (30) days. If the Board determines that (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be a Special Assessment to which such Owner is subject, shall become and be a lien against its Unit, and shall be collected as provided herein for the collection of Assessments.

If the Board determines that the need for maintenance or repair is in the Common Elements and is caused through the willful or negligent act of any Owner, or its Occupant or its invitees, then, except as otherwise provided in the Governing Documents, the Association may assess the cost of any such maintenance, repair, or replacement against such Owner's Unit as a Special Assessment, and such cost shall become a lien against the Unit, and shall be collected as provided herein for the collection of Assessments.

(e) Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's reasonable, good faith determination, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring Owners to install and maintain smoke detectors in good working order.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any requirement made by the Board of Directors pursuant to Subsection 18(e)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost. Such cost shall be a Special Assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Subsection 18(e)(i) above, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to

the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

19 MORTGAGE HOLDER'S RIGHTS.

In the event that the Mortgage Holder holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the Assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns, in accordance with their respective Allocated Interests. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(a) Eligible Mortgage Holder. Upon written request to the Association, identifying the name and address of the holder and the Unit encumbered, any Mortgage Holder shall become an "**Eligible Mortgage Holder**" and will be entitled to timely written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;

(ii) any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Governing Documents which is not cured within sixty (60) days after notice to the Owner;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(b) Association Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgage Holder so requesting.

(c) Initial Mortgage Holder. Declarant hereby acknowledges and agrees that, as of the date of this Declaration:

(i) SunTrust Bank, a Georgia banking corporation ("**Administrative Agent**"), as administrative agent for itself and the lenders (the "**Lenders**") from time to time party to that certain Construction Loan Agreement dated as of May 3, 2016 by and among the Lenders and Declarant, is a Mortgage Holder, Mortgagee and Eligible Mortgage Holder and holds a first Mortgage of record secured by, as of the Effective Date of this Declaration, a fee simple and leasehold interest in the Hotel Unit and a

leasehold interest in the Conference Center Unit by virtue of that certain Deed to Secure Debt, Assignment, Security Agreement and Fixture Filing, dated as of May 3, 2016 and recorded in Deed Book 56121, Page 205, aforesaid Records.

(ii) Administrative Agent is entitled to all the benefits of a Mortgage Holder, Mortgagee and Eligible Mortgage Holder under this Declaration, including, without limitation, those rights set forth in Articles 4, 13 and 19.

(iii) Notices to Administrative Agent as Mortgage Holder, Mortgagee or Eligible Mortgage Holder shall be addressed as follows:

SunTrust Bank
CRE Atlanta Middle Office
Attn: Middle Office Hub Team Lead
Mail Code: GA-Atlanta-0081
1155 Peachtree Street, N.E., Suite 300
Atlanta, Georgia 30309

With a copy to (for
informational purposes only):

SunTrust Bank
Agency Services
303 Peachtree Street, N.E. / 25th Floor
Atlanta, Georgia 30308
Attention: Doug Weltz

and

SunTrust Bank Legal Department – CRE
303 Peachtree Street, NE, Suite 3600
Mail Code GA-ATL-0643
Atlanta, Georgia 30308

and

Arnall Golden Gregory LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363
Attention: Steven A. Pepper

20 GENERAL PROVISIONS.

(a) Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each Owner, for its Occupants and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security on the Condominium. It shall be the responsibility of each Owner to protect its property and all

responsibility to provide such security shall lie solely with each Owner. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

(b) Hearings. Prior to instituting the dispute resolution procedures described in Article 25 below against the Association, the Board, or any officer, director, or property manager of the Association, a Unit Owner must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's grievance before instituting such dispute resolution procedures. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7), nor more than twenty one (21), days from the date of receipt of the request.

(c) Certain Association Litigation or Other Proceedings. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation, administrative or other proceedings in the name of any Owner without first providing written notice of such proposed action to each Member and obtaining the approval of all of the Members.

(d) Enforcement.

(i) Each Owner and Occupant shall comply strictly with the Governing Documents, as any of the same may be amended from time to time. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in any proper case, by one or more aggrieved Owners (subject to Article 25 hereof), on their own behalf or as a class action. Inasmuch as the enforcement of the provisions of the Governing Documents is essential to carry forth the general plan of the Condominium and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot be adequately compensated by recovery of damages, and that the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach.

(ii) Should the Association employ legal counsel to enforce the Governing Documents, all costs incurred in such enforcement, including reasonable attorneys' fees actually incurred shall be paid by the violating Owner and shall be a Special Assessment and a lien against its Unit collectible as provided herein.

(iii) No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, obligation, power or remedy shall operate as a waiver or bar or otherwise affect its right to exercise or enforce any right, power or remedy provided for herein. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account

of any failure to bring any action on account of any violation or breach, or threatened violation or breach of the provisions of the Governing Documents, however long continued, or for adopting provisions which may be deemed unenforceable.

(iv) Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal or other action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Unit Owner by reason thereof, but rather, that all such actions shall be instituted by the Owners owning such Units or served by such Common Elements or allegedly sustaining such damage.

(e) Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns. To the maximum extent permitted by Georgia law, the covenants, terms, conditions and restrictions of this Declaration shall continue in full force and effect in perpetuity.

21 EMINENT DOMAIN.

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern, provided, however, that any net proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain which are not used by the Association for restoration of the Common Elements shall be allocated to the Owners based on the Allocated Interests. Restoration required to the Common Elements in connection with any such taking shall be the responsibility of the Association and restoration to any Unit shall be the responsibility of such Unit Owner; and the restoration requirements set forth in Section 13 of this Declaration shall apply and all funds for restoration shall be paid by the Association and each Unit Owner to the Insurance Trustee to be paid and applied in accordance with Section 13. Each Institutional Lender that is a holder of a first Mortgage shall be entitled to written notice of any such condemnation proceedings, and nothing in the Governing Documents shall be construed to give a priority to any Unit Owner in the distribution of proceeds to such Unit.

22 EASEMENTS.

(a) Use and Enjoyment. Each Owner (and Occupant as to which the Owner has granted such right) shall have a right and easement of use and enjoyment in and to the Common Elements for their intended purpose (including the right of access, ingress and egress to and from the said Unit over those portions of the Condominium designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges and promulgate non-discriminatory rules and regulations as provided herein.

(b) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any Building, any Unit, any adjoining Unit, or any adjoining portion of the Common Elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments on portions of the Units or the Common Elements, due to such repair or reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

(c) Roof. The Declarant does hereby establish and create a perpetual non-exclusive easement for the benefit of each Unit and the Association, for the location, erection, installation, maintenance, use, operation, repair, replacement and removal of telecommunication devices, including, but not limited to satellites, antennae, wires, cables, conduits, lines and other devices over and across the roof of the Building, to provide telecommunications, internet, video programming, fixed wireless, broadcast, property monitoring systems, including closed-circuit television cameras, alarms, sensors, control panels, and related equipment and other such systems benefiting the Units. Any equipment or facilities installed by an Owner shall be maintained by such Owner in good condition and repair at its sole cost and expense and any such equipment or facilities installed by the Association shall be maintained by the Association. No satellite dish, antenna, or other equipment or device shall be installed by an Owner pursuant to this easement, without the prior written approval of the Association.

(d) Signage. The Declarant does hereby establish and reserve a perpetual non-exclusive easement in favor of each Unit and its Owner to install Signage. The Owners of the Units shall have the full right and authority to install any Signage advertising or announcing its respective Unit that the Unit Owner deems desirable on the physical exterior of the Building which is immediately adjacent to the airspace forming such Unit. Any such Signage installed by an Owner shall be maintained by such Owner in good condition and repair at its sole cost and expense.

(e) Systems. The Declarant does hereby establish and reserve a perpetual non-exclusive easement in favor of each Unit over, on and across the Systems for the use of and the connection to any portion of the Systems intended for such Owner's use, except for any portion of the Systems that are intended to exclusively service another Unit. With the approval of the Association, an Owner may install additional Systems for its use within the Common Elements.

(f) Access. There is hereby established and created a general easement in favor of the Association, its directors, officers, agents, and employees (including, without limitation, any manager employed by the Association) to enter upon the Condominium or any portion thereof for the purpose of performing their respective duties. Each Owner shall afford to other Owners and to the Association, access over its respective Unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities under the Governing Documents. Except in the event of emergencies, such easements are to be exercised only during

normal business hours and then, whenever practicable, only upon reasonable advance notice to and with the permission of the Owner of a Unit directly affected thereby.

(g) Support. Every portion of a Unit and all Common Elements contributing to the support of any other Unit shall be burdened with an easement of support for the benefit of such other Units.

(h) Parking Easement with the Adjoining Property. The Condominium is benefitted by parking easements for selected surface parking spaces and certain parking spaces in a parking structure, each located on adjoining property to the South of the Property.

(i) Utilities. The Board of Directors of the Association shall have the power to grant and accept easements over and through the Condominium for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the Common Elements.

23 AMENDMENTS.

Except as otherwise required by the Act or in the Governing Documents, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of holders of at least seventy-five percent (75%) of the Allocated Interests as provided for in the Act, unless the subject matter of such amendment constitutes a Major Decision under Section 8(c) of this Declaration, in which case the unanimous consent of all Owners is required.

No amendment shall be effective until recorded in the Fulton County, Georgia, Records.

Material amendments to this Declaration must also be approved by Eligible Mortgage Holders (as defined in Article 19 herein) who represent at least fifty one (51%) percent of the Allocated Interests of Units that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

Notwithstanding the foregoing, Declarant or the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, and/or to bring the Condominium into compliance with the Act.

24 SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provisions(s), which shall remain in full force and effect.

25 DISPUTE RESOLUTION PROCEDURES.

(a) Mediation. All Disputes which are not resolved within fifteen (15) days after written notice of such Dispute is given to the other party or parties involved in the Dispute (unless such greater time is provided elsewhere in the Governing Documents) shall be submitted for, or determined by, non-binding mediation. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor and providing notice thereof to the other party or parties involved in the Dispute, including any affected Owners and/or the Association. With respect to such mediation, the parties shall, within ten (10) days after delivery of such written notice, agree upon a mediator who is: (i) a reputable person actively engaged in the commercial real estate industry for a continuous period of not less than ten (10) years or a commercial real estate lawyer in good standing with similar experience and (ii) is in no way affiliated, or has had material business dealings with any Owner or any member of the Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the American Arbitration Association (“AAA”) office in Atlanta, Georgia. Such mediation shall occur within thirty (30) days after the mediator has been agreed upon or appointed and shall occur at a mutually acceptable location in Atlanta, Georgia. The costs of such mediation services shall be shared equally (but each party shall bear all other of their own costs, including travel and attorneys’ fees); provided, however, that if the Dispute is not resolved pursuant to such mediation, the parties shall be entitled to seek the recovery of the costs of mediation pursuant to Section 25(b) of this Declaration. The requirement of mediation as a condition to further dispute resolution procedures shall not preclude a party to a Dispute from filing an action in a court of competent jurisdiction seeking entry of a temporary or preliminary injunction in order to preserve the status quo pending final resolution of the Dispute.

(b) Final Offer Arbitration. If the parties are unable to resolve any Dispute at mediation the parties shall submit their Dispute to binding arbitration, no later than thirty (30) calendar days after the parties have reached an impasse at mediation and written notice thereof is delivered by one party to the mediation to all other parties to the Dispute. The parties agree to select a single impartial arbitrator with same qualifications as described above for a mediator, provided, however, if they cannot agree on an arbitrator, each party shall select an arbitrator and those so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator with respect to the Dispute. The selection of an arbitrator shall be by a majority vote of the persons selected by the parties; provided, however, if there is no such majority, the parties shall select a single arbitrator in accordance with the AAA rules and the AAA shall be the administering body in such arbitration. The issues in dispute shall be submitted as “baseball” or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator may, in the arbitrator’s discretion, require the parties to appear and to introduce evidence at a hearing or require the parties to submit their positions in writing with supporting affidavits and documents. The arbitrator shall have no discretion to select a position or to award a sum (or both) other than one of those submitted by the parties. The then current Rules for Commercial Arbitration promulgated by the AAA shall apply. The decision of the arbitrator shall be rendered no later than thirty (30) days from the closing of any hearing or from the submission of the last writing containing the parties’ positions. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator’s award. The arbitrator selected by the parties (or their designated arbitrators) may, in his or her discretion and

on such terms as are just, assess the costs of arbitration, attorneys' fees, and all other costs and expenses incurred in connection with the Dispute, including expenses of mediation as provided in Section 25(a) above, against the non-prevailing party or parties, and such assessment shall be specifically stated in any award.

(c) General. With respect to any Dispute it is agreed that the dispute resolution provisions of this Article 25 shall be the sole remedy of the parties involved in such Dispute. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties shall be specifically enforceable under prevailing arbitration law in any court having jurisdiction thereof. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a Dispute. The foregoing agreement to arbitrate any Dispute shall not constitute any agreement or consent to arbitration with any Person not named or described in this Declaration; provided that any arbitration proceeding initiated under the terms of Section 25(b) may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the parties involved in the Dispute and non-appealable judgment thereon may be entered by any court having jurisdiction.

(d) City. The provisions of this Article 25 shall not be binding upon the City for so long as the Conference Center Lease is in effect.

26 ROLE OF THE CITY OF ALPHARETTA.

(a) Acknowledgment. Declarant hereby acknowledges that the City's ownership of title to the Conference Center Unit shall be in its role solely as the owner of the Conference Center Unit and not as a governing authority. Accordingly, the City's ownership of title to the Conference Center Unit shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, including without limitation, for the construction or occupancy of the Project, or for any other governmental approval or consent required to be obtained by Declarant. Whenever in this Declaration the City is required to join in, consent, give its approval, or otherwise act under this Declaration, it is understood that such obligations are meant to apply to the City acting in its capacity as the owner of the Conference Center Unit and not in its capacity as a governing authority. Further, Declarant hereby acknowledges that any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by the City pursuant to this Declaration, whether or not specifically contemplated hereunder, may be taken by any City official or body, or by any City employees, agents, contractors or consultants designated by the City, pursuant to any means, mechanism or process as determined by the City in its sole discretion, and Declarant shall have no right to question or challenge the propriety, authority or legality of any such official, body, designee or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by the City. Nothing in this Declaration shall be construed to waive any of the City's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Project, including, but not limited to its police power, right to grant or deny permits, approvals or licenses, right to collect taxes or other fees, or any other power,

right or obligation whatsoever, but Declarant has not and does not waive its right to question or challenge the propriety, authority or legality of any such action. Any approval granted by the City hereunder is for the purposes of this Declaration only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by the City pursuant to this Declaration constitute endorsement of the quality, structural soundness, safety of the Project, or the compliance of the Project (or Declarant's development thereof) with applicable legal requirements. No director, elected official, council member, officer, employee or agent of the City will be personally responsible for any liability of the City arising under or related to this Declaration.

(b) No Indemnification; Attorneys' Fees. Notwithstanding any other term or provision of this Declaration to the contrary, the City shall have no obligation to explicitly or implicitly indemnify or hold harmless Declarant or any third party or parties from any liability whatsoever. Further notwithstanding any other term or provision of this Declaration to the contrary, the City, in its capacity as Owner of the Conference Center Unit, shall be exempt from any obligation hereunder to pay attorneys' fees in connection with any Dispute hereunder or any other enforcement action pursuant to this Declaration.

27 PREPARER.

This Declaration was prepared by G. Brian Butler, Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, N.E., Atlanta, Georgia 30326.

[Signatures on following pages]

IN WITNESS WHEREOF, the City, DAFC and Declarant have executed this Declaration effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

“City”:

CITY OF ALPHARETTA, a political subdivision
of the State of Georgia

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

My Commission Expires: _____

[NOTARY SEAL]

[Signatures continued on following pages]

“DAFC”:

**DEVELOPMENT AUTHORITY OF
FULTON COUNTY**, a public body corporate
and politic organized under the laws of the State
of Georgia

By: _____
Chairman

ATTEST:

Assistant Secretary

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

[Signatures continued on following page]

Signed, sealed and delivered
in the presence of:

“Declarant”:

AVALON HOTEL ASSOCIATES, LLC, a
Delaware limited liability company

By: AVALON JV HOLDINGS LLC, a Delaware
limited liability company, its sole member

By: AVALON HOTEL DEVELOPERS, LLC,
a Delaware limited liability company, its
manager

By: SHG AVALON INVESTORS, LLC,
a Georgia limited liability company,
its managing member

By: STORMONT HOSPITALITY
GROUP, LLC, a Georgia limited
liability company, its manager

Unofficial Witness

By: _____
Name: James M. Stormont, Jr.
Title: President

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

CONSENT AND SUBORDINATION OF ADMINISTRATIVE AGENT

This Consent and Subordination is made by the undersigned **SUNTRUST BANK**, a Georgia banking corporation, as administrative agent for itself and for the “Lenders” (as defined in the Mortgage defined below) (“**Administrative Agent**”), and is attached to and made a part of that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, of even date herewith (the “**Declaration**”), made by the **CITY OF ALPHARETTA**, a political subdivision of the State of Georgia (the “**City**”), the **DEVELOPMENT AUTHORITY OF FULTON COUNTY**, a development authority and public body corporate and politic existing under the laws of the State of Georgia (“**DAFC**”), and **AVALON HOTEL ASSOCIATES, LLC**, a Delaware limited liability company (“**Declarant**”).

Administrative Agent is the grantee under that certain Deed to Secure Debt, Assignment, Security Agreement and Fixture Filing dated as of May 3, 2016 (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the “**Mortgage**”), recorded on May 5, 2016 in Deed Book 56121, Page 205, Fulton County, Georgia Records, and is the “Eligible Mortgage Holder” (as that term is defined in the Declaration) of Declarant under the Declaration. Administrative Agent does hereby execute this Consent and Subordination to acknowledge its consent to the execution of the Declaration and the granting of the rights, privileges, interests and easements set forth therein, and hereby acknowledges and agrees that its security title in and/or lien on the “Property” (as defined and described in the Declaration) by virtue of the Mortgage and the other documents and instruments executed and delivered to or for the benefit of Administrative Agent in connection with the Mortgage (collectively, the “**Loan Documents**”), shall be subject and subordinate to the Declaration, and upon any foreclosure or other exercise of remedies under the Mortgage, the Property shall remain subject to the Declaration; provided, however, that in all events any monetary lien arising under the Declaration against the Property shall be subject and subordinate to the lien of the Mortgage. Except for such consent and subordination, the Mortgage and the other Loan Documents are hereby ratified and confirmed in all other respects (by Administrative Agent and, through their acceptance of this Consent and Subordination, by the City, DAFC and Declarant), and no real or personal property encumbered by the Mortgage shall be affected hereby and all real or personal property encumbered by the Mortgage (unless and until the same, or any portion thereof, is specifically released from the Mortgage by Administrative Agent in writing) shall remain as security for the indebtedness described in the Mortgage.

[Signature on Following Page]

IN WITNESS WHEREOF, Administrative Agent has executed this Consent and Subordination effective as of this ___ day of _____, 2018.

Signed, sealed and delivered in the presence of:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, a Georgia banking corporation, as administrative agent for itself and the Lenders

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My commission expires: _____

[NOTARY SEAL]

EXHIBIT A

Description of Condominium Property

All that tract or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a PK nail set at the intersection of the northern right-of-way of Old Milton Parkway (aka Georgia State Route 120 and State Bridge Road) (variable right-of-way) with the western right-of-way of Georgia State Route 400 (variable right-of-way); Thence along said right-of-way of Georgia State Route 400 the following courses and distances: North 80 degrees 15 minutes 40 seconds East a distance of 143.58 feet to a concrete monument found; North 02 degrees 13 minutes 52 seconds West a distance of 45.43 feet to a concrete monument found; North 87 degrees 21 minutes 53 seconds East a distance of 45.04 feet to a concrete monument found; South 02 degrees 19 minutes 45 seconds East a distance of 39.92 feet to a concrete monument found; North 80 degrees 15 minutes 48 seconds East a distance of 25.39 feet to a 5/8-inch rebar set; North 64 degrees 26 minutes 50 seconds East a distance of 188.24 feet to a point; North 47 degrees 20 minutes 47 seconds West a distance of 60.70 feet to a point; North 33 degrees 55 minutes 41 seconds East a distance of 194.98 feet to a point; Thence North 33 degrees 55 minutes 41 seconds East a distance of 113.41 feet to a point; North 34 degrees 30 minutes 56 seconds East a distance of 155.42 feet to a point; being the **POINT OF BEGINNING**, Thence South 90 degrees 00 minutes 00 seconds West a distance of 347.98 feet to a point; Thence North 00 degrees 00 minutes 00 seconds West a distance of 123.08 feet to a point; Thence South 90 degrees 00 minutes 00 seconds West a distance of 12.38 feet to a point; Thence North 00 degrees 00 minutes 00 seconds West a distance of 68.36 feet to a point; Thence South 90 degrees 00 minutes 00 seconds East a distance of 12.38 feet to a point; Thence North 00 degrees 00 minutes 00 seconds West a distance of 265.95 feet to a point; Thence North 00 degrees 00 minutes 00 seconds West a distance of 239.55 feet to a point located on the southern right-of-way of Westside Parkway; Thence along said right-of-way the following courses and distances: South 89 degrees 54 minutes 07 seconds East a distance of 31.00 feet to a point; South 89 degrees 54 minutes 07 seconds East a distance of 12.15 feet to a point; North 89 degrees 29 minutes 28 seconds East a distance of 10.03 feet to a point; North 00 degrees 00 minutes 00 seconds West a distance of 10.00 feet to a point; along a curve to the left having a radius of 410.00 feet and an arc length of 319.61 feet, being subtended by a chord bearing of North 66 degrees 26 minutes 48 seconds East for a distance of 311.58 feet to a point; Thence leaving said right-of-way, South 89 degrees 54 minutes 57 seconds East a distance of 33.23 feet to a point; Thence South 44 degrees 43 minutes 10 seconds East a distance of 279.56 feet to a point; Thence South 65 degrees 39 minutes 01 seconds East a distance of 34.76 feet to a point; Thence South 25 degrees 08 minutes 40 seconds West a distance of 226.14 feet to a point; Thence South 64 degrees 50 minutes 42 seconds East a distance of 60.00 feet to a point; Thence South 25 degrees 08 minutes 40 seconds West a distance of 285.05 feet to a point; Thence South 34 degrees 30 minutes 56 seconds West a distance of 157.99 feet to a point; said point being the **POINT OF BEGINNING**.

Said tract of land contains 8.668 acres (377,578 sf).

TOGETHER WITH those easement rights arising under that certain Sewer Easement by and among Mrs. C. A. Simpson a/k/a Margaret L. Simpson, a/k/a Margaret Louise Simpson, the Trustor of the L. Simpson Charitable Remainder Unitrust and L. Simpson Charitable Remainder Unitrust, having as its sole Trustee Margaret Louise Simpson and Fulton County, a political subdivision of the State of Georgia and Myco-Milton Associates, L.P., a Georgia limited partnership, having The Myrick Company, LLC, a Georgia limited liability company as its General Partner, dated February 18, 2000, recorded in Deed Book 28564, Page 62, Records of Fulton County, Georgia; as assigned by that certain Assignment of Sewer Easements from Mrs. C. A. Simpson also known as Margaret L. Simpson, also known as Margaret Louise Simpson and the L. Simpson Charitable Remainder Unitrust and Fourth Quarter Properties XLII, LLC, a Georgia limited liability company, dated effective as of June 19, 2003, recorded in Deed Book 36597, Page 520, aforesaid Records; as affected by that certain Scrivener's Affidavit by Jeffrey F. Montgomery, dated as of May 24, 2005, recorded in Deed Book 40075, Page 135, aforesaid Records; as further assigned by that certain Assignment and Assumption of Sewer Easement Rights by and between Fourth Quarter Properties XLVII, LLC, a Georgia limited liability limited partnership, Old Milton TIC I, LLC, a Georgia limited liability company and Old Milton TIC II, LLC, a Georgia limited liability company, dated June 3, 2005, recorded in Deed Book 40170, Page 452, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Storm Water Drainage Easement Agreement by and between Prospect Park Partners East, LLC, a Delaware limited liability company, Prospect Park Partners North, LLC, a Delaware limited liability company and Fourth Quarter Properties 87, LLC, a Georgia limited liability company, dated as of November 28, 2011, recorded in Deed Book 50634, Page 516, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Avalon by Avalon North, LLC, a Delaware limited liability company, dated as of January 29, 2016, recorded in Deed Book 55814, Page 534, aforesaid Records; as amended by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 143, aforesaid Records; as further amended by that certain Second Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated April 26, 2016, recorded in Deed Book 56091, Page 49, aforesaid Records; and as affected by that certain Supplementary Declaration of Easements, Covenants and Restrictions for Avalon Phase II, Tract One by Avalon North, LLC, a Delaware limited liability company, dated May 3, 2016, recorded in Deed Book 56121, Page 65, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, and Avalon North, LLC, a Delaware limited liability company, dated March 9, 2016, recorded in Deed Book 55928, Page 449, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Construction Easements Agreement by and between Avalon North LLC, a Delaware limited liability company, and HICO Avalon LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 595, aforesaid Records; as assigned by that certain Partial Assignment and Assumption of Easement and Development Agreements by and between Avalon North, LLC, a Delaware limited liability company, and Alpharetta Conference Center and Hotel Avalon Condominium Association, Inc., a Georgia not-for-profit corporation, dated May 3, 2016 and to be recorded concurrent herewith in the aforesaid Records.

EXHIBIT B

Allocated Interests

Conference Center Unit	31.91%
Hotel Unit	<u>68.09%</u>
	<u>100.00%</u>

Exhibit "B"

After Recording Return to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Rd., NE
Atlanta, Georgia 30326
Attn: G. Brian Butler

Cross Reference:

Deed Book 56121, Page 117; Deed Book 56121, Page 172;
Deed Book 56121, Page 181; Deed Book 56121, Page 186;
Deed Book 56121, Page 197; Deed Book 56121, Page 205;
Deed Book 56121, Page 254; Deed Book 56121, Page 267;
Deed Book 56121, Page 282; Deed Book 56121, Page 296;
Deed Book 56121, Page 307; and Condominium Plat Book
23, Page 141; Fulton County, Georgia Records

**OMNIBUS CONFORMING CONVEYANCE, BOUNDARY,
QUITCLAIM AND AMENDATORY AGREEMENT**

by and between

CITY OF ALPHARETTA,

DEVELOPMENT AUTHORITY OF FULTON COUNTY,

AVALON HOTEL ASSOCIATES, LLC,

and

SUNTRUST BANK

NOTE TO RECORDING OFFICE

THE CITY OF ALPHARETTA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, AND THE DEVELOPMENT AUTHORITY OF FULTON COUNTY, A DEVELOPMENT AUTHORITY AND PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF GEORGIA, ARE PARTIES TO THIS OMNIBUS CONFORMING CONVEYANCE, BOUNDARY, QUITCLAIM AND AMENDATORY AGREEMENT (THIS "AGREEMENT"); THEREFORE, THIS AGREEMENT IS NOT SUBJECT TO REAL ESTATE TRANSFER TAX PURSUANT TO O.C.G.A. § 48-6-2(a)(3).

THIS AGREEMENT AMENDS THAT CERTAIN DEED TO SECURE DEBT, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING DATED AS OF MAY 3, 2016, MADE BY AVALON HOTEL ASSOCIATES,

LLC, IN FAVOR OF SUNTRUST BANK, AS ADMINISTRATIVE AGENT FOR ITSELF AND THE "LENDERS" (AS DEFINED THEREIN), RECORDED MAY 5, 2016 IN DEED BOOK 56121, PAGE 205, FULTON COUNTY, GEORGIA RECORDS (THE "**ORIGINAL DEED TO SECURE DEBT**"). GEORGIA INTANGIBLE RECORDING TAX IN THE MAXIMUM AMOUNT OF \$25,000.00 WAS PAID UPON THE RECORDATION OF THE ORIGINAL DEED TO SECURE DEBT; THEREFORE NO GEORGIA INTANGIBLE RECORDING TAX IS DUE UPON THE RECORDATION OF THIS AGREEMENT.

**OMNIBUS CONFORMING CONVEYANCE, BOUNDARY,
QUITCLAIM AND AMENDATORY AGREEMENT**

THIS OMNIBUS CONFORMING CONVEYANCE, BOUNDARY, QUITCLAIM AND AMENDATORY AGREEMENT (this "**Agreement**"), is made effective as of this ___ day of _____, 2018 (the "**Effective Date**"), by the **CITY OF ALPHARETTA**, a political subdivision of the State of Georgia (the "**City**"), the **DEVELOPMENT AUTHORITY OF FULTON COUNTY**, a development authority and public body corporate and politic existing under the laws of the State of Georgia ("**DAFC**"), **AVALON HOTEL ASSOCIATES, LLC**, a Delaware limited liability company ("**Declarant**"), and **SUNTRUST BANK**, a Georgia banking corporation, as administrative agent for itself and the Lenders (as defined in the Security Instrument, as hereinafter defined) ("**Administrative Agent**"; and collectively with the City, DAFC, and Declarant, the "**Parties**").

RECITALS:

- A. Declarant previously submitted the Property (as hereinafter defined) to the condominium form of ownership pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-70, et seq., pursuant to that certain Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium (the "**Condominium**"), dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 117, Fulton County, Georgia Records (the "**Original Declaration**"), and that certain Condominium Plat for the Condominium prepared by GeoSurvey, Ltd. dated March 8, 2016, under GS Job No. 20041830-26, and recorded May 5, 2016 in Condominium Plat Book 23, Page 141, aforesaid Records (the "**Original Plat**").
- B. Declarant thereafter conveyed the Conference Center Unit of the Condominium, as defined and described in and created pursuant to the Original Declaration (the "**Original Conference Center Unit**"), to the City, pursuant to that certain Limited Warranty Deed dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 172, aforesaid Records.
- C. The City thereafter leased the Original Conference Center Unit back to Declarant pursuant to that certain Conference Center Lease Agreement dated as of May 3, 2016 (the "**Conference Center Lease**"), as evidenced of record by that certain Memorandum of Conference Center Lease Agreement dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 181, aforesaid Records (the "**Memorandum of Conference Center Lease**").

- D. Declarant thereafter conveyed the Hotel Unit of the Condominium, as defined and described in and created pursuant to the Original Declaration (the “**Original Hotel Unit**”), and Declarant’s leasehold interest in the Original Conference Center Unit under and pursuant to the Conference Center Lease, to DAFC, pursuant to that certain Limited Warranty Deed dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 186, aforesaid Records.
- E. DAFC thereafter leased the Original Hotel Unit, and subleased the Original Conference Center Unit, back to Declarant pursuant to that certain Lease Agreement dated as of April 1, 2016 (the “**DAFC Lease**”), as evidenced of record by that certain Memorandum of Lease dated as of April 1, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 197, aforesaid Records (the “**Memorandum of DAFC Lease**”).
- F. Administrative Agent, for itself and the Lenders, thereafter made a construction loan (the “**Loan**”) to Declarant for the development and construction of the Building (as defined in the Original Declaration), pursuant to that certain Construction Loan Agreement dated as of May 3, 2016 (the “**Loan Agreement**”), and four (4) Promissory Notes, one (1) each in favor of Administrative Agent as a Lender and each of the other Lenders (the “**Notes**”), dated as of May 3, 2016 in the aggregate original principal amount of \$56,300,000.00, and secured by (i) that certain Deed to Secure Debt, Assignment, Security Agreement and Fixture Filing dated as of May 3, 2016 and recorded May 5, 2016 in Deed Book 56121, Page 205 aforesaid Records (the “**Security Instrument**”), (ii) that certain Assignment of Lessee’s Interest in Leases dated as of May 3, 2016 and recorded May 5, 2016 in Deed Book 56121, Page 254, aforesaid Records (the “**Assignment of Leases**”), (iii) that certain Agreement of Ground Lessor (Conference Center Lease) dated as of May 3, 2016 by the City for the benefit of Administrative Agent, as administrative agent for itself and the Lenders and for the benefit of Declarant, and recorded May 5, 2016 in Deed Book 56121, Page 282 aforesaid Records (the “**Conference Center Lessor Agreement**”), (iv) that certain Agreement of Ground Lessor (Hotel Lease) dated as of May 3, 2016 by DAFC for the benefit of Administrative Agent, as administrative agent for itself and the Lenders and for the benefit of Declarant, and recorded May 5, 2016 in Deed Book 56121, Page 267 aforesaid Records (the “**Hotel Lessor Agreement**”), (v) that certain UCC Financing Statement naming Declarant as “Debtor” recorded May 5, 2016 in Deed Book 56121, Page 296 aforesaid Records (the “**Declarant UCC**”), (vi) that certain UCC Financing Statement naming DAFC as “Debtor” recorded May 5, 2016 in Deed Book 56121, Page 307 aforesaid Records (the “**DAFC UCC**”), and (vii) that certain UCC Financing Statement naming DAFC as “Debtor” and filed in the Uniform Commercial Code Records of the Secretary of State of the State of Delaware on May 10, 2016 under Filing No. 2016 2798310 (the “**DAFC Delaware UCC**”); and together with the Security Instrument, the Assignment of Leases, the Conference Center Lessor Agreement, the Hotel Lessor Agreement, the Declarant UCC, and the DAFC UCC, the “**Security Documents**”; and the Security Documents, the Loan Agreement, and the Notes, together with all other documents and instruments evidencing or securing the Loan, are hereinafter referred to as the “**Loan Documents**”).
- G. Declarant thereafter developed and constructed upon the Property the Building contemplated by the Building Plans, as such terms were defined in the Original

Declaration, said Building comprised of the improvements generally known as the Alpharetta Conference Center (the “**Conference Center**”), and the Hotel at Avalon (the “**Hotel**”), together with other appurtenant buildings and other improvements on and to said property, including, without limitation, a structured parking facility serving the Conference Center and the Hotel.

- H. The Conference Center and the Hotel and the remainder of the Property are, notwithstanding the separate ownership of the various components thereof as described above, operated collectively by Declarant under and pursuant to the DAFC Lease and the Conference Center Lease as a single, integrated development.
- I. In order to recognize the separate ownership of the various components of the Condominium as described above, and in order to reflect the actual, as-built condition of the various components of the Building and the Property, concurrent with the execution and delivery of this Agreement, and as contemplated in the Original Declaration, the City, DAFC and Declarant, with the consent of Administrative Agent, entered into an Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium (the “**Restated Declaration**”), to be recorded in the aforesaid Records immediately prior to this Agreement, which Restated Declaration amends, restates, supersedes and replaces the Original Declaration in its entirety, and in connection therewith also caused to be recorded a Restated Plat and Condominium Plans (as such terms are defined in the Restated Declaration) (the Restated Declaration, together with the Restated Plat and the Condominium Plans, the “**Restated Condominium Documents**”).
- J. Pursuant to the Restated Condominium Documents, the description and boundaries of the Original Conference Center Unit and the Original Hotel Unit were amended, restated and replaced with the descriptions of the “Conference Center Unit” and the “Hotel Unit” (as such terms are defined in the Restated Declaration), respectively, to coincide with the as-built condition of the Building.
- K. The Parties now desire, as also contemplated in the Original Declaration, to acknowledge the amendment and restatement of the Conference Center Unit and the Hotel Unit pursuant to the Restated Condominium Documents, and to cause such conveyances as may be necessary to conform the ownership of the Conference Center Unit and the Hotel Unit as contemplated and intended pursuant to the Original Declaration, and to conform the leasehold collateral interests in the Hotel Unit and the Conference Center Unit established by the Security Documents as contemplated and intended pursuant to the Original Declaration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings set forth in the Restated Declaration.

2. Acknowledgments Regarding Units. Each of the Parties hereto acknowledges and agrees that their respective original intent, as stated in the Original Declaration, that the respective Units of the Condominium were ultimately intended to be, once the Building was developed by Declarant, the as-built Conference Center Unit and the as-built Hotel Unit as described in the Restated Condominium Documents, and thus the hotel unit owned by DAFC and leased to Declarant under the DAFC Lease was ultimately intended to be the Hotel Unit as described in the Restated Condominium Documents, and the conference center unit owned by the City and leased to DAFC under the Conference Center Lease and subleased to Declarant under the DAFC Lease was ultimately intended to be the Conference Center Unit as described in the Restated Condominium Documents.

3. Conforming Conveyances of Title to Units.

3.1 Conforming Conveyance by DAFC. In order to conform title to the Conference Center Unit as intended in the Original Declaration and the Restated Condominium Documents, DAFC, in its capacity as record owner and lessor (pursuant to the DAFC Lease) of the Original Hotel Unit, has quitclaimed, granted, bargained, sold, aliened, conveyed, transferred, assigned and confirmed, AND BY THESE PRESENTS DOES HEREBY QUITCLAIM, GRANT, BARGAIN, SELL, ALIEN, CONVEY, TRANSFER, ASSIGN AND CONFIRM, unto the City, in its capacity as intended owner and lessor (pursuant to the Conference Center Lease) of the Conference Center Unit, all of DAFC's right, title and interest in and to the Conference Center Unit as re-constituted and described in the Restated Condominium Documents, as more particularly described in **Exhibit A** attached hereto (hereinafter, the "**New Conference Center Unit**"), to the extent any portion of said New Conference Center Unit lies within the boundaries of the Original Hotel Unit as described in the Original Declaration and the Original Plat.

3.2 Conforming Conveyance by the City. In order to conform title to the Hotel Unit as intended in the Original Declaration and the Restated Condominium Documents, the City, in its capacity as record owner and lessor (pursuant to the Conference Center Lease) of the Original Conference Center Unit, has quitclaimed, granted, bargained, sold, aliened, conveyed, transferred, assigned and confirmed, AND BY THESE PRESENTS DOES HEREBY QUITCLAIM, GRANT, BARGAIN, SELL, ALIEN, CONVEY, TRANSFER, ASSIGN AND CONFIRM, unto DAFC, in its capacity as intended owner and lessor (pursuant to the DAFC Lease) of the Hotel Unit, all of the City's right, title and interest in and to the Hotel Unit as re-constituted and described in the Restated Condominium Documents, as more particularly described in **Exhibit B** attached hereto (hereinafter, the "**New Hotel Unit**"), to the extent any portion of said New Hotel Unit lies within the boundaries of the Original Conference Center Unit as described in the Original Declaration and the Original Plat.

3.3 Conforming Collateral Grants by Declarant. In order to further conform the collateral interests created by the Security Agreements and any of the other Loan Documents in the Hotel Unit and the Conference Center Unit as contemplated and intended pursuant to the Original Declaration, Declarant, in its capacity(ies) as "Grantor" under the Security Instrument, "Borrower" under the Assignment of Leases, "Lessee" under the Conference Center Lessor Agreement, "Lessee" under the Hotel Lessor Agreement, "Debtor" under the Declarant UCC, and "Borrower" or "Obligor" under the other Loan Documents, has granted and conveyed AND

BY THESE PRESENTS DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER AND ASSIGN, to Administrative Agent, and its successors and assigns, for the benefit of itself and the Lenders, as part of the "Property" encumbered by the Security Instrument and the other Security Documents, all estate, right, title and interest, now owned or hereafter acquired, whether fee simple interest, or leasehold interests, in and to the New Conference Center Unit (as of the Effective Date, being a subleasehold interest (under and pursuant to the DAFC Lease) in the leasehold interest (under and pursuant to the Conference Center Lease) in the New Conference Center Unit), and in and to the New Hotel Unit (as of the Effective Date, being a leasehold interest (under and pursuant to the DAFC Lease) in the New Hotel Unit).

4. Modification of Transaction Documents.

4.1 Restated Condominium Documents. The Parties hereto hereby acknowledge and ratify the Restated Condominium Documents as amending, restating, superseding and replacing in their entirety, each of the Original Declaration and the Original Plat. Further, any references in any of the "Governing Documents" (as defined in the Restated Declaration) of the Condominium to the "Declaration", the "Plat", the "Building Plans", or the "Governing Documents", shall henceforth mean and refer to the Restated Declaration, the Restated Plat, the Condominium Plans, and the Governing Documents (as defined in the Restated Declaration), respectively.

4.2 Conference Center Documents. By virtue of the foregoing grants in Article 3 of this Agreement, the City and Declarant hereby acknowledge their respective agreement and intent that Exhibit A as originally attached to the Conference Center Lease and to the Memorandum of Conference Center Lease is hereby deleted in its entirety, and Exhibit A attached hereto is hereby substituted as replacement Exhibit A in each of the Conference Center Lease and the Memorandum of Conference Center Lease. Each of the other documents and instruments executed and delivered in connection with the Conference Center Lease (together with the Conference Center Lease and the Memorandum of Conference Center Lease, collectively, the "**Conference Center Documents**") is hereby further modified, if and where applicable, to (a) delete the legal description of the Original Conference Center Unit, and variations thereof which are in substantially the same form, and insert, in place of such deleted legal description, the legal description of the New Conference Center Unit attached hereto as Exhibit A; and (b) delete the legal description of the Original Hotel Unit, and variations thereof which are in substantially the same form, and insert, in place of such deleted legal description, the legal description of the New Hotel Unit attached hereto as Exhibit B. Further, any references in either the Conference Center Lease or the Memorandum of Conference Center Lease to (i) the "Conference Center Unit", the "Leased Premises", or the "Premises" shall be deemed to mean and refer to the New Conference Center Unit; (ii) the "Hotel Unit" shall be deemed to mean and refer to the New Hotel Unit; (iii) the "Condominium" shall be deemed to mean and refer to the Condominium as modified by the Restated Condominium Documents; (iv) the "Condominium Documents" shall be deemed to mean and refer to the Restated Condominium Documents along with the Bylaws and Articles of Incorporation of the "Association" (as defined in the Conference Center Lease); (v) the "Declaration" shall be deemed to mean and refer to the Restated Declaration; (vi) the "Plat" shall be deemed to mean and refer to the Restated Plat; (vii) the "Common Elements" shall be deemed to mean and refer to the Common Elements as re-constituted and described in the Restated Condominium

Documents; (viii) the “Lease” or “this Lease” shall be deemed to mean and refer to the Conference Center Lease, as amended and modified by this Agreement; (ix) the “Memorandum” or “this Memorandum” shall be deemed to mean and refer to the Memorandum of Conference Center Lease, as amended and modified by this Agreement; or (x) the “Development Authority Lease” shall be deemed to mean and refer to the DAFC Lease, as amended and modified by this Agreement.

4.3 DAFC Documents. By virtue of the foregoing grants in Article 3 of this Agreement, DAFC and Declarant hereby acknowledge their respective agreement and intent that Exhibit A-1 as originally attached to the DAFC Lease, and Exhibit A as originally attached to the Memorandum of DAFC Lease, are hereby deleted in their entirety, and Exhibit C attached hereto is hereby substituted as replacement Exhibit A-1 in the DAFC Lease and replacement Exhibit A in the Memorandum of DAFC Lease. Each of the other documents and instruments executed and delivered in connection with the DAFC Lease (together with the DAFC Lease and the Memorandum of DAFC Lease, collectively, the “**DAFC Documents**”) is hereby further modified, if and where applicable, to (a) delete the legal description of the Original Conference Center Unit, and variations thereof which are in substantially the same form, and insert, in place of such deleted legal description, the legal description of the New Conference Center Unit attached hereto as Exhibit A; and (b) delete the legal description of the Original Hotel Unit, and variations thereof which are in substantially the same form, and insert, in place of such deleted legal description, the legal description of the New Hotel Unit attached hereto as Exhibit B. Further, any references in the DAFC Lease, the Memorandum of DAFC Lease, or any other DAFC Document to (i) the “Leased Land”, the “Leased Premises”, or the “Premises” shall be deemed to mean and refer to, collectively, the New Hotel Unit together with the leasehold interest (under the Conference Center Lease) in and to New Conference Center Unit; (ii) the “Conference Center Unit” shall be deemed to mean and refer to the New Conference Center Unit; (iii) the “Hotel Unit” shall be deemed to mean and refer to the New Hotel Unit; (iv) the “Condominium” shall be deemed to mean and refer to the Condominium as modified by the Restated Condominium Documents; (v) the “Condominium Documents” shall be deemed to mean and refer to the Restated Condominium Documents along with the Bylaws and Articles of Incorporation of the Association; (vi) the “Declaration” shall be deemed to mean and refer to the Restated Declaration; (vii) the “Plat” shall be deemed to mean and refer to the Restated Plat; (viii) the “Common Elements” shall be deemed to mean and refer to the Common Elements as re-constituted and described in the Restated Condominium Documents; (ix) the “Lease” or “this Lease” shall be deemed to mean and refer to the DAFC Lease, as amended and modified by this Agreement; (x) the “Memorandum” or “this Memorandum” shall be deemed to mean and refer to the Memorandum of DAFC Lease, as amended and modified by this Agreement; (xi) the “Conference Center Lease” shall be deemed to mean and refer to the Conference Center Lease, as amended and modified by this Agreement; or (xii) any other document or instrument constituting one of the DAFC Documents shall be deemed to mean and refer to such document or instrument, as amended and modified by this Agreement.

4.4 Loan Documents. By virtue of the foregoing grants in Article 3 of this Agreement, (a) Declarant and Administrative Agent hereby acknowledge their respective agreement and intent that Exhibits A-1 and A-2 as originally attached to the Security Instrument and to the Assignment of Leases, and Schedule 2, Sheet 1 and Schedule 2, Sheet 2 as originally attached to the Declarant UCC, are hereby deleted in their entirety, and Exhibit A and Exhibit B

attached hereto are hereby substituted as replacement Exhibit A-1 and Exhibit A-2, respectively, in each of the Security Instrument and the Assignment of Leases, and substituted as replacement Schedule 2, Sheet 1 and Schedule 2, Sheet 2, respectively, in the Declarant UCC; (b) the City, Administrative Agent and Declarant hereby acknowledge their respective agreement and intent that Exhibit A as originally attached to the Conference Center Lessor Agreement is hereby deleted in its entirety, and **Exhibit A** attached hereto is hereby substituted as replacement Exhibit A in such document; (c) DAFC, Administrative Agent and Declarant hereby acknowledge their respective agreement and intent that Exhibit A as originally attached to the Hotel Lessor Agreement is hereby deleted in its entirety, and **Exhibit B** attached hereto is hereby substituted as replacement Exhibit A in such document; and (d) DAFC and Administrative Agent hereby acknowledge their respective agreement and intent that Schedule 2, Sheet 1 and Schedule 2, Sheet 2 as originally attached to the DAFC UCC and to the DAFC Delaware UCC, are hereby deleted in their entirety, and **Exhibit A** and **Exhibit B** attached hereto are hereby substituted as replacement Schedule 2, Sheet 1 and Schedule 2, Sheet 2, respectively, in each of the DAFC UCC and the DAFC Delaware UCC. Each of the other Loan Documents is hereby further modified, if and where applicable, to (i) delete the legal description of the Original Conference Center Unit, and variations thereof which are in substantially the same form, and insert, in place of such deleted legal description, the legal description of the New Conference Center Unit attached hereto as **Exhibit A**; and (ii) delete the legal description of the Original Hotel Unit, and variations thereof which are in substantially the same form, and insert, in place of such deleted legal description, the legal description of the New Hotel Unit attached hereto as **Exhibit B**. Further, any references in any of the Loan Documents to (A) the "Conference Center Unit" shall be deemed to mean and refer to the New Conference Center Unit; (B) the "Hotel Unit" shall be deemed to mean and refer to the New Hotel Unit; (C) the "Condominium" shall be deemed to mean and refer to the Condominium as modified by the Restated Condominium Documents; (D) the "Condominium Documents" shall be deemed to mean and refer to the Restated Condominium Documents along with the Bylaws and Articles of Incorporation of the Association; (E) the "Declaration" or "Condominium Declaration" shall be deemed to mean and refer to the Restated Declaration; (F) the "Plat" or "Condominium Plat" shall be deemed to mean and refer to the Restated Plat; (G) the "Common Elements" shall be deemed to mean and refer to the Common Elements as re-constituted and described in the Restated Condominium Documents; (H) the "Conference Center Lease" or "Conference Center Lease Agreement" shall be deemed to mean and refer to the Conference Center Lease, as amended and modified by this Agreement; (I) the "DAFC Lease" shall be deemed to mean and refer to the DAFC Lease, as amended and modified by this Agreement; or (J) any other document or instrument constituting one of the Loan Documents shall be deemed to mean and refer to such document or instrument, as amended and modified by this Agreement.

5. **Conformed Units.** For the avoidance of doubt, the intent and result of the foregoing conveyances set forth in Article 3 above, together with the documentary modifications specified in Article 4 above, are: (a) the City owns fee simple title to the New Conference Center Unit as more particularly described in **Exhibit A** attached hereto; (b) DAFC owns fee simple title to the New Hotel Unit as more particularly described in **Exhibit B** attached hereto; (c) DAFC is lessee of the New Conference Center Unit under and pursuant to the Conference Center Lease (as amended and modified by this Agreement); (d) Declarant is lessee of the New Hotel Unit under and pursuant to the DAFC Lease, and sublessee under and pursuant to the DAFC Lease of DAFC's leasehold interest in the New Conference Center Unit under and

pursuant to the Conference Center Lease; (e) the collateral “Land” component of the “Property” encumbered by and securing the Security Documents and the other Loan Documents is all estate, right, title and interest, now owned or hereafter acquired, whether fee simple interest, or leasehold interests, held by Declarant in and to the New Conference Center Unit (as of the Effective Date, being a subleasehold interest (under and pursuant to the DAFC Lease) in the leasehold interest (under and pursuant to the Conference Center Lease) in the New Conference Center Unit), and in and to the New Hotel Unit (as of the Effective Date, being a leasehold interest (under and pursuant to the DAFC Lease) in the New Hotel Unit).

6. Acknowledgement, Consent and Agreement; Effect of Agreement. Each of the City, DAFC, Declarant, and Administrative Agent hereby acknowledges, consents and agrees to all of the transactions contemplated in this Agreement. Except as expressly modified by this Agreement, all of the terms, covenants and conditions of each of the Conference Center Documents, the DAFC Documents, the Loan Documents, and the Restated Condominium Documents (collectively, the “**Transaction Documents**”) are hereby ratified and remain unmodified and in full force and effect. Except as may be expressly set forth in this Agreement: (i) no other terms of this Agreement shall be deemed to constitute a waiver of compliance with any term or condition contained in any of the Transaction Documents, and (ii) the Parties each reserve all of their respective rights, privileges and remedies under the Transaction Documents.

7. Execution and Delivery. Each of the Parties hereby represents and warrants on behalf of itself, to each of the other Parties, that the execution and delivery of this Agreement and any other documents required hereunder, by such Party, has been duly and properly made and authorized, and when executed and delivered by such Party, will constitute the legal, valid, and binding obligation of such Party enforceable in accordance with its terms.

8. Further Assurances. Each of the Parties agrees, from time to time, as and when requested by one, or more, of the other Parties, to execute and deliver, or cause to be executed and delivered, all instruments and agreements, and to take or cause to be taken further action, as such other Party may reasonably deem necessary to carry out the intent and purposes of this Agreement and the Restated Condominium Documents.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the same laws governing the applicable document herein which is the subject of any inquiry or conflict.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which counterparts together shall constitute but one and the same instrument.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective successors and assigns.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement under seal as of the Effective Date.

Signed, sealed and delivered
in the presence of:

“City”:

CITY OF ALPHARETTA, a political subdivision
of the State of Georgia

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

My Commission Expires: _____

[NOTARY SEAL]

[Signatures continued on following pages]

“DAFC”:

**DEVELOPMENT AUTHORITY OF
FULTON COUNTY**, a public body corporate
and politic organized under the laws of the State
of Georgia

By: _____
Chairman

ATTEST:

Assistant Secretary

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

[Signatures continued on following page]

Signed, sealed and delivered
in the presence of:

“Declarant”:

AVALON HOTEL ASSOCIATES, LLC, a
Delaware limited liability company

By: AVALON JV HOLDINGS LLC, a Delaware
limited liability company, its sole member

By: AVALON HOTEL DEVELOPERS, LLC,
a Delaware limited liability company, its
manager

By: SHG AVALON INVESTORS, LLC,
a Georgia limited liability company,
its managing member

By: STORMONT HOSPITALITY
GROUP, LLC, a Georgia limited
liability company, its manager

Unofficial Witness

By: _____
Name: James M. Stormont, Jr.
Title: President

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Signed, sealed and delivered in
the presence of:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, a Georgia banking
corporation, as administrative agent for itself and
the Lenders

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

[NOTARY SEAL]

EXHIBIT A

New Conference Center Unit

ALL THAT TRACT or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being the "Conference Center Unit" of Alpharetta Conference Center and Hotel Avalon, a Condominium, as such was defined, formed and constituted by that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, by the City of Alpharetta, a political subdivision of the State of Georgia, the Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia, and Avalon Hotel Associates, LLC, a Delaware limited liability company, dated as of _____, 2018, recorded in Deed Book _____, Page _____, Fulton County, Georgia Records (as amended and restated, the "**Declaration**"), Amended and Restated Condominium Plat for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plat Book _____, Page _____, aforesaid Records (as amended and restated, the "**Plat**"), and Condominium Plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plan Book _____, Page _____, aforesaid Records (the "**Plans**"), together with said Conference Center Unit's appurtenant interest in the Common Elements, including any Limited Common Elements, as set out in the aforesaid Declaration, Plat and Plans.

TOGETHER WITH those easement rights arising under that certain Sewer Easement by and among Mrs. C. A. Simpson a/k/a Margaret L. Simpson, a/k/a Margaret Louise Simpson, the Trustor of the L. Simpson Charitable Remainder Unitrust and L. Simpson Charitable Remainder Unitrust, having as its sole Trustee Margaret Louise Simpson and Fulton County, a political subdivision of the State of Georgia and Myco-Milton Associates, L.P., a Georgia limited partnership, having The Myrick Company, LLC, a Georgia limited liability company as its General Partner, dated February 18, 2000, recorded in Deed Book 28564, Page 62, Records of Fulton County, Georgia; as assigned by that certain Assignment of Sewer Easements from Mrs. C. A. Simpson also known as Margaret L. Simpson, also known as Margaret Louise Simpson and the L. Simpson Charitable Remainder Unitrust and Fourth Quarter Properties XLII, LLC, a Georgia limited liability company, dated effective as of June 19, 2003, recorded in Deed Book 36597, Page 520, aforesaid Records; as affected by that certain Scrivener's Affidavit by Jeffrey F. Montgomery, dated as of May 24, 2005, recorded in Deed Book 40075, Page 135, aforesaid Records; as further assigned by that certain Assignment and Assumption of Sewer Easement Rights by and between Fourth Quarter Properties XLVII, LLC, a Georgia limited liability limited partnership, Old Milton TIC I, LLC, a Georgia limited liability company and Old Milton TIC II, LLC, a Georgia limited liability company, dated June 3, 2005, recorded in Deed Book 40170, Page 452, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Storm Water Drainage Easement Agreement by and between Prospect Park Partners East, LLC, a Delaware limited liability company, Prospect Park Partners North, LLC, a Delaware limited liability

company and Fourth Quarter Properties 87, LLC, a Georgia limited liability company, dated as of November 28, 2011, recorded in Deed Book 50634, Page 516, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Avalon by Avalon North, LLC, a Delaware limited liability company, dated as of January 29, 2016, recorded in Deed Book 55814, Page 534, aforesaid Records; as amended by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 143, aforesaid Records; as further amended by that certain Second Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated April 26, 2016, recorded in Deed Book 56091, Page 49, aforesaid Records; and as affected by that certain Supplementary Declaration of Easements, Covenants and Restrictions for Avalon Phase II, Tract One by Avalon North, LLC, a Delaware limited liability company, dated May 3, 2016, recorded in Deed Book 56121, Page 65, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, and Avalon North, LLC, a Delaware limited liability company, dated March 9, 2016, recorded in Deed Book 55928, Page 449, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Construction Easements Agreement by and between Avalon North LLC, a Delaware limited liability company, and HICO Avalon LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 595, aforesaid Records; as assigned by that certain Partial Assignment and Assumption of Easement and Development Agreements by and between Avalon North, LLC, a Delaware limited liability company, and Alpharetta Conference Center and Hotel Avalon Condominium Association, Inc., a Georgia not-for-profit corporation, dated May 3, 2016, recorded in Deed Book 56121, Page 163, aforesaid Records.

EXHIBIT B

New Hotel Unit

ALL THAT TRACT or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being the "Hotel Unit" of Alpharetta Conference Center and Hotel Avalon, a Condominium, as such was defined, formed and constituted by that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, by the City of Alpharetta, a political subdivision of the State of Georgia, the Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia, and Avalon Hotel Associates, LLC, a Delaware limited liability company, dated as of _____, 2018, recorded in Deed Book _____, Page _____, Fulton County, Georgia Records (as amended and restated, the "**Declaration**"), Amended and Restated Condominium Plat for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plat Book ____, Page ____, aforesaid Records (as amended and restated, the "**Plat**"), and Condominium Plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plan Book ____, Page ____, aforesaid Records (the "**Plans**"), together with said Hotel Unit's appurtenant interest in the Common Elements, including any Limited Common Elements, as set out in the aforesaid Declaration, Plat and Plans.

TOGETHER WITH those easement rights arising under that certain Sewer Easement by and among Mrs. C. A. Simpson a/k/a Margaret L. Simpson, a/k/a Margaret Louise Simpson, the Trustor of the L. Simpson Charitable Remainder Unitrust and L. Simpson Charitable Remainder Unitrust, having as its sole Trustee Margaret Louise Simpson and Fulton County, a political subdivision of the State of Georgia and Myco-Milton Associates, L.P., a Georgia limited partnership, having The Myrick Company, LLC, a Georgia limited liability company as its General Partner, dated February 18, 2000, recorded in Deed Book 28564, Page 62, Records of Fulton County, Georgia; as assigned by that certain Assignment of Sewer Easements from Mrs. C. A. Simpson also known as Margaret L. Simpson, also known as Margaret Louise Simpson and the L. Simpson Charitable Remainder Unitrust and Fourth Quarter Properties XLII, LLC, a Georgia limited liability company, dated effective as of June 19, 2003, recorded in Deed Book 36597, Page 520, aforesaid Records; as affected by that certain Scrivener's Affidavit by Jeffrey F. Montgomery, dated as of May 24, 2005, recorded in Deed Book 40075, Page 135, aforesaid Records; as further assigned by that certain Assignment and Assumption of Sewer Easement Rights by and between Fourth Quarter Properties XLVII, LLC, a Georgia limited liability limited partnership, Old Milton TIC I, LLC, a Georgia limited liability company and Old Milton TIC II, LLC, a Georgia limited liability company, dated June 3, 2005, recorded in Deed Book 40170, Page 452, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Storm Water Drainage Easement Agreement by and between Prospect Park Partners East, LLC, a Delaware limited liability company, Prospect Park Partners North, LLC, a Delaware limited liability company and Fourth Quarter Properties 87, LLC, a Georgia limited liability company, dated as of November 28, 2011, recorded in Deed Book 50634, Page 516, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Avalon by Avalon North, LLC, a Delaware limited liability company, dated as of January 29, 2016, recorded in Deed Book 55814, Page 534, aforesaid Records; as amended by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 143, aforesaid Records; as further amended by that certain Second Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated April 26, 2016, recorded in Deed Book 56091, Page 49, aforesaid Records; and as affected by that certain Supplementary Declaration of Easements, Covenants and Restrictions for Avalon Phase II, Tract One by Avalon North, LLC, a Delaware limited liability company, dated May 3, 2016, recorded in Deed Book 56121, Page 65, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, and Avalon North, LLC, a Delaware limited liability company, dated March 9, 2016, recorded in Deed Book 55928, Page 449, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Construction Easements Agreement by and between Avalon North LLC, a Delaware limited liability company, and HICO Avalon LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 595, aforesaid Records; as assigned by that certain Partial Assignment and Assumption of Easement and Development Agreements by and between Avalon North, LLC, a Delaware limited liability company, and Alpharetta Conference Center and Hotel Avalon Condominium Association, Inc., a Georgia not-for-profit corporation, dated May 3, 2016, recorded in Deed Book 56121, Page 163, aforesaid Records.

EXHIBIT C

New Hotel Unit and New Conference Center Unit

Tract One:

ALL THAT TRACT or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being the "Hotel Unit" of Alpharetta Conference Center and Hotel Avalon, a Condominium, as such was defined, formed and constituted by that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, by the City of Alpharetta, a political subdivision of the State of Georgia, the Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia, and Avalon Hotel Associates, LLC, a Delaware limited liability company, dated as of _____, 2018, recorded in Deed Book _____, Page _____, Fulton County, Georgia Records (as amended and restated, the "**Declaration**"), Amended and Restated Condominium Plat for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plat Book _____, Page _____, aforesaid Records (as amended and restated, the "**Plat**"), and Condominium Plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plan Book _____, Page _____, aforesaid Records (the "**Plans**"), together with said Hotel Unit's appurtenant interest in the Common Elements, including any Limited Common Elements, as set out in the aforesaid Declaration, Plat and Plans.

Tract Two:

ALL OF GRANTOR'S INTEREST, as Lessee, under that certain Conference Center Lease Agreement (Alpharetta Conference Center and Hotel Avalon) dated as of May 3, 2016, by and between the City of Alpharetta, as "Lessor" therein, and Grantor, as "Lessee" therein, a Memorandum of which is recorded in Deed Book 56121, Page 181, Fulton County, Georgia Records (collectively, as amended, the "**Conference Center Lease**"), the "Leased Premises" thereunder being more particularly described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being the "Conference Center Unit" of Alpharetta Conference Center and Hotel Avalon, a Condominium, as such was defined, formed and constituted by that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, by the City of Alpharetta, a political subdivision of the State of Georgia, the Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia, and Avalon Hotel Associates, LLC, a Delaware limited liability company, dated as of _____, 2018, recorded in Deed Book _____, Page _____, Fulton County, Georgia Records (as amended and restated, the "**Declaration**"), Amended and Restated Condominium Plat for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plat Book _____, Page _____, aforesaid Records (as amended and restated, the "**Plat**"), and

Condominium Plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plan Book ___, Page ___, aforesaid Records (the “Plans”), together with said Conference Center Unit’s appurtenant interest in the Common Elements, including any Limited Common Elements, as set out in the aforesaid Declaration, Plat and Plans.

ALL TOGETHER WITH those easement rights arising under that certain Sewer Easement by and among Mrs. C. A. Simpson a/k/a Margaret L. Simpson, a/k/a Margaret Louise Simpson, the Trustor of the L. Simpson Charitable Remainder Unitrust and L. Simpson Charitable Remainder Unitrust, having as its sole Trustee Margaret Louise Simpson and Fulton County, a political subdivision of the State of Georgia and Myco-Milton Associates, L.P., a Georgia limited partnership, having The Myrick Company, LLC, a Georgia limited liability company as its General Partner, dated February 18, 2000, recorded in Deed Book 28564, Page 62, Records of Fulton County, Georgia; as assigned by that certain Assignment of Sewer Easements from Mrs. C. A. Simpson also known as Margaret L. Simpson, also known as Margaret Louise Simpson and the L. Simpson Charitable Remainder Unitrust and Fourth Quarter Properties XLII, LLC, a Georgia limited liability company, dated effective as of June 19, 2003, recorded in Deed Book 36597, Page 520, aforesaid Records; as affected by that certain Scrivener’s Affidavit by Jeffrey F. Montgomery, dated as of May 24, 2005, recorded in Deed Book 40075, Page 135, aforesaid Records; as further assigned by that certain Assignment and Assumption of Sewer Easement Rights by and between Fourth Quarter Properties XLVII, LLC, a Georgia limited liability limited partnership, Old Milton TIC I, LLC, a Georgia limited liability company and Old Milton TIC II, LLC, a Georgia limited liability company, dated June 3, 2005, recorded in Deed Book 40170, Page 452, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Storm Water Drainage Easement Agreement by and between Prospect Park Partners East, LLC, a Delaware limited liability company, Prospect Park Partners North, LLC, a Delaware limited liability company and Fourth Quarter Properties 87, LLC, a Georgia limited liability company, dated as of November 28, 2011, recorded in Deed Book 50634, Page 516, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Avalon by Avalon North, LLC, a Delaware limited liability company, dated as of January 29, 2016, recorded in Deed Book 55814, Page 534, aforesaid Records; as amended by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 143, aforesaid Records; as further amended by that certain Second Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated April 26, 2016, recorded in Deed Book 56091, Page 49, aforesaid Records; and as affected by that certain Supplementary Declaration of Easements, Covenants and Restrictions for Avalon Phase II, Tract One by Avalon North, LLC, a Delaware limited liability company, dated May 3, 2016, recorded in Deed Book 56121, Page 65, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, and Avalon North, LLC, a Delaware limited liability company, dated March 9, 2016, recorded in Deed Book 55928, Page 449, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Construction Easements Agreement by and between Avalon North LLC, a Delaware limited liability company, and HICO Avalon LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 595, aforesaid Records; as assigned by that certain Partial Assignment and Assumption of Easement and Development Agreements by and between Avalon North, LLC, a Delaware limited liability company, and Alpharetta Conference Center and Hotel Avalon Condominium Association, Inc., a Georgia not-for-profit corporation, dated May 3, 2016, recorded in Deed Book 56121, Page 163, aforesaid Records.