



**Mayor/Council Meeting Agenda
Tuesday, July 19, 2022, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides**

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

- A. June 16, 2022 Work Session
- B. June 21, 2022 Mayor/Council Meeting

Resolutions

- A. BR-2022-37 Acceptance of Easement From Fox Hollow Property Owners Association, Inc.
- B. BR-2022-38 Authorization to Execute and Record First Amendment and Supplement to Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park
- C. BR-2022-39 Retirement Plan A Contracts for Certain Alternative Investments

PUBLIC HEARING(S):

Annexation/Zoning Items

- A. Request from **Brand Properties** to rezone a 69.18± acres tract located on the east and west side of Lakeview Drive, and on the northeast side of the intersection of Jesse Jewell Parkway and Victory Street (a/k/a **515 Lakeview Drive, NE; 2065 Limestone Parkway and 1881 Jesse Jewell Parkway, NE**) from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D). **Ward Number: Two and Three.** Tax Parcel Number: 00-082-003-001(Part); 00-082-004-001. **Request: Mixed-use development.**
 - Proposed Ordinance 2022-23
- B. Request from **Olga B. Villarreal** for a special use on a 13.34± acres tract located on the south side of Browns Bridge Road, across from its intersection with Skelton Road, having road frontage on Westhaven Drive (a/k/a **2285 and 2287 Browns Bridge Road, SW**), having a zoning of General Business (G-B). **Ward Number: Five.** Tax Parcel Number: 01-127-003-060. **Request: Special event center.**
 - Proposed Zoning Request ZR-2022-05

CITY MANAGER ISSUES:

- A. Business Resolution 2022-40 Authorization to Execute and Record Declaration of Covenants and Grant of Easement Regarding The National Project

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, July 15, 2022, 11:25 AM



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 13, 2022
Date Submitted: July 19, 2022
Final Approval Date: July 19, 2022
Presenter: Denise Jordan, City Clerk
Item of Business: June 16, 2022 Work Session
Meeting Date: July 19, 2022

Purpose of Request:

The purpose of this request is to allow the governing body to approve minutes from the referenced meeting.

Facts & Issues / History & Background:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. 2022-06-16 WS Minutes - Draft



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 13, 2022
Date Submitted: July 15, 2022
Final Approval Date: July 15, 2022
Presenter: Denise Jordan, City Clerk
Item of Business: June 21, 2022 Mayor/Council Meeting
Meeting Date: July 19, 2022

Purpose of Request:

The purpose of this request is to allow the governing body to approve the referenced meeting minutes.

Facts & Issues / History & Background:

The referenced draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

To approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. 2022-06-21 CM Minutes - Draft



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 14, 2022
Date Submitted: July 15, 2022
Final Approval Date: July 15, 2022
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2022-37 Acceptance of Easement From Fox Hollow Property Owners Association, Inc.
Meeting Date: July 19, 2022

Purpose of Request:

The purpose of this request is to provide an avenue for addressing deteriorated roads.

Facts & Issues / History & Background:

The Fox Hollow Property Owners Association, Inc. owns roads known as Fox Wood Lane and Fox Bridge Court. The City desires to upgrade these roads to restore safe passage. Property owners voted, approved and agreed to pay the cost via property tax assessment of \$250.64 per tax parcel per year beginning calendar year 2023. The City will incur cost, not to exceed \$65,167.50, upon execution of an easement by the Fox Hollow Property Owners Association. The proposed resolution authorizes the execution of various documents to solidify the agreement.

Department Recommendation:

Adopt the resolution.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-37 Acceptance of Easement from Fox Hollow POA
2. Attachment: Fox Hollow Easement
3. Backup Material: Fox Hollow Plat
4. Backup Material: Fox Hollow Property Owner Minutes

RESOLUTION BR-2022-37

**ACCEPTANCE OF EASEMENT FROM FOX HOLLOW PROPERTY OWNERS
ASSOCIATION, INC.**

WHEREAS, the Fox Hollow Property Owners Association, Inc. ("Fox Hollow POA") owns roads known as Fox Wood Lane and Fox Bridge Court, as more particularly described and referred to collectively as "the Roads" in the attached Easement; and

WHEREAS, the Roads have deteriorated to the point where passage over the Roads is dangerous and impedes provision of necessary public services by the City of Gainesville ("the City"), such as fire and police protection and access by school buses; and

WHEREAS, it is in the best interest of the City to upgrade the roads and restore safe passage for the public on the Roads, which the City has determined will cost the total sum of \$65,167.50 (said total cost hereinafter referred to as "the Costs"); and

WHEREAS, Fox Hollow POA has called a special meeting of the owners of lots within the Fox Hollow subdivision, obtained a quorum at the meeting, and approved and agreed to the imposition of tax assessments for the Costs by a vote of at least 75% of the owners of the units within the Fox Hollow subdivision; and

WHEREAS, upon execution of the attached Easement by Fox Hollow POA, the City is willing to proceed with the incurring of the Costs for the upgrading of the Roads as contemplated herein.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City hereby approves the acceptance of the Easement from Fox Hollow POA.

BE IT FURTHER RESOLVED THAT the governing body for the City hereby authorizes the upgrading of the Roads as contemplated herein, for a total amount not to exceed \$65,167.50, with the Costs to be paid by the owners of lots within the Fox Hollow subdivision at the rate of \$250.64 per tax parcel per year, beginning in calendar year 2023, and continuing each calendar year through calendar year 2032, with Costs to be paid through a property tax assessment to be included on the property tax bills issued by the City to owners of lots within the Fox Hollow subdivision.

BE IT FURTHER RESOLVED THAT the governing body for the City hereby authorizes the Mayor, the City Manager and City Attorney to execute all such documents and agreements that may be necessary to effectuate the provisions of this Resolution.

Adopted this _____ day of _____, 2022.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

AFTER RECORDING PLEASE RETURN TO:
Hulsey, Oliver & Mahar, LLP
P.O. Box 1457
Gainesville, GA 30503
Attn: Abbott S. Hayes, Jr.

CITY OF GAINESVILLE PERMANENT EASEMENT

STATE OF GEORGIA
COUNTY OF HALL

THIS CONVEYANCE made and executed the _____ day of _____, 2022.

WITNESSETH that Fox Hollow Property Owners Association, Inc., the undersigned (hereinafter referred to as “Grantor”), is the owner of a tract of land in the City of Gainesville, Hall County, Georgia, shown as Fox Wood Lane and Fox Bridge Court, being more particularly described and shown in a plat of survey for Fox Hollow Condominiums by Donald Rex Jones, Georgia Registered Land Surveyor, which plat is recorded in Plat Book 850, Page 193, Hall County, Georgia Plat Records which plat is hereby incorporated herein by reference for a full and complete description, and which real property is hereinafter collectively described as “the Roads.”

NOW, THEREFORE, in consideration of the benefit to the Roads by the paving and maintenance of the Roads, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor hereby grants to the City of Gainesville, Georgia, hereinafter referred to as Grantee, and its successors in office, a permanent easement for the purposes and uses hereinafter set forth, over, through and across the Roads.

Said easement is granted for the right to pave the Roads and maintain the Roads in good order, to the standards of the Public Works Department of the City of Gainesville, to ensure that the Roads are suitable for public ingress and egress. Said easement shall include access adjacent to the Roads as necessary to perform such paving and maintenances of the Roads as the Grantee may deem proper to support or accommodate the improvement of the Roads, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes related to the Roads.

The undersigned hereby warrants that it has the right to sell and convey said easement. The easement granted herein shall bind the Grantor, its successors and assigns and shall inure to the benefit of the Grantee, its successors and assigns.

IN WITNESSETH WHEREOF, Grantor has hereunto set its hand and seal the day above written.

Signed, sealed and delivered
this _____ day of _____, 2022
in the presence of:

FOX HOLLOW PROPERTY OWNERS
ASSOCIATION, INC.

By: _____ (L.S.)
Paige Caviness, CEO

Witness

Attest: _____
Mary Ackerman, Secretary

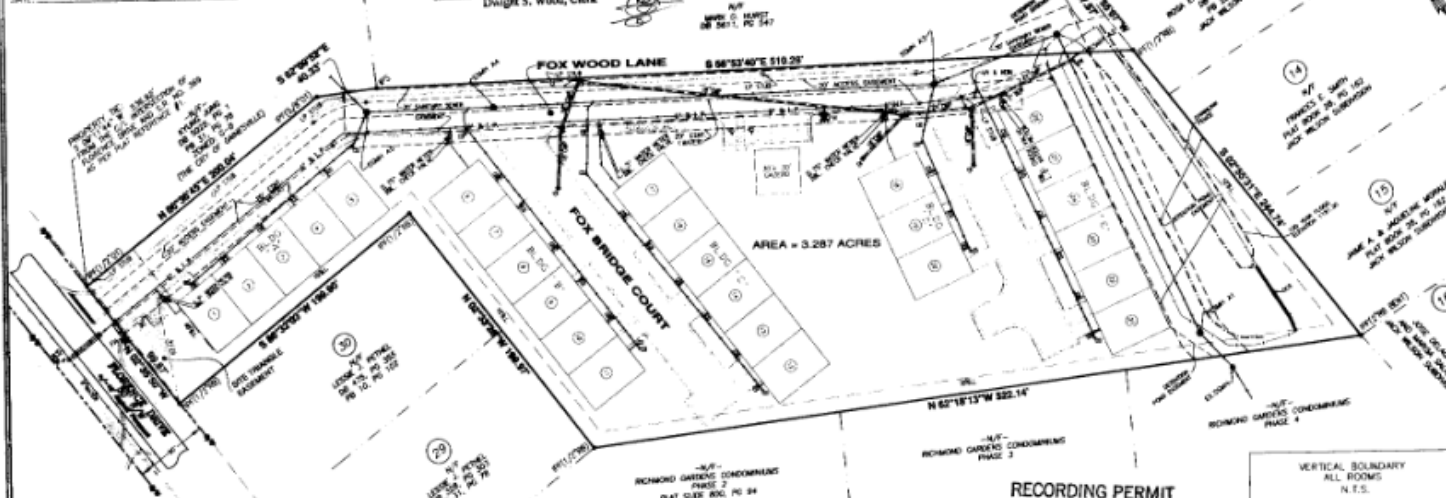
Notary Public
My Commission Expires:
[Affix Notary Seal]

Ash/w268287

WATER AND SEWER SERVICE PROVIDED BY THE
CITY OF GAINESVILLE PUBLIC UTILITIES DEPT.
CITY WATER INSTALLED AND ACCEPTED

BY: _____
DATE: _____

Hall County, Georgia, Clerk Superior Court
Filed in office this 11th day of August
2006 at 1:15 p.m. Recorded in Plat
Book 260 Page 152
Dwight S. Wood, Clerk



LOCATION MAP
N.T.S.



NOTES

- 1.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ACCORDING TO THE REQUIREMENTS OF THE CITY OF GAINESVILLE, GEORGIA. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.
- 2.) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
- 3.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON A RECORD MAGNETIC NORTH BEARING.

FLOOD NOTE

ACCORDING TO FIRM COMMUNITY PANEL NUMBER 130263 8188 E OF THE CITY OF GAINESVILLE, HALL COUNTY, GEORGIA DATED 3-21-00, THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.

PLAT REFERENCES

SURVEY FOR DAVID W. SURGOGGS & DANNI L. SURGOGGS BY PATTON-BOYER & ASSOCIATES, DATED 8-19-2005.

DEED REFERENCES

1. WARRANTY DEED TO KENNEDY DEVELOPMENT COMPANY, INC. RECORDED IN DEED BOOK 9889, PG. 457.
2. DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND COVENANT TO SHARE COSTS FOR FOX HOLLOW RECORDED ON 8-9-05.

OWNERS & DEVELOPERS

KENNEDY DEVELOPMENT, INC.
1815 SATELLITE BLVD. SUITE 504
DULUTH, GA. 30097

24 HOUR CONTACT

KEVIN FLEMINGS - OWNER

TEL: (404) 754-2286

OWNER DEDICATION CERTIFICATE

CITY OF GAINESVILLE - HALL COUNTY, GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DESCRIBED THEREIN, AND IN PERSON OR THROUGH A DEEDY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND IS ACCORDING TO THE CITY OF GAINESVILLE, HALL COUNTY, GEORGIA, AND ASSIGNED TO HIM BY THE CITY OF GAINESVILLE, HALL COUNTY, GEORGIA.

OWNER: _____
DATE: 8-16-06

OWNER: _____
DATE: _____

OWNER: _____
DATE: _____

CERTIFICATE OF PROJECT APPROVAL

ALL APPLICABLE REQUIREMENTS OF THE GAINESVILLE PLANNING COMMISSION REGULATIONS RELATIVE TO THE PROJECT APPROVAL HAVING BEEN FULFILLED, APPROVAL IS HEREBY GRANTED BY THE GAINESVILLE-HALL COUNTY PLANNING COMMISSION SERVICES DEPARTMENT, SUBJECT TO FURTHER COMPLIANCE WITH ALL PROVISIONS OF SAID ORDINANCES.

DIRECTOR (OR DEPUTY): _____
DATE: _____

THIS CERTIFICATE OF PROJECT APPROVAL SHALL EXPIRE 12 MONTHS FROM THE DATE OF APPROVAL. IF A DEVELOPMENT PERMIT HAS NOT BEEN ISSUED OR A DEVELOPMENT PERMIT HAS BEEN ISSUED BUT DEVELOPMENT ACTIVITY HAS NOT BEEN COMMENCED.

RECORDING PERMIT

By *William Carey Smith*
GAINESVILLE PLANNING COMMISSION

BUILDING SETBACKS:

FRONT = 40 FEET
SIDE = 10 FEET
REAR = 10 FEET

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND BY ME AND/OR UNDER MY DIRECT SUPERVISION, THAT ALL INFORMATION SHOWN HEREON ACCURATELY EXIST ON THE GROUND, AND THAT ALL ENGINEERING REQUIREMENTS OF THE HALL COUNTY SUBDIVISION REGULATIONS HAVE BEEN MET.

BY: *Donald Rex Jones*
RECORD: 2996
DATE: 8-16-2006



THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,249 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 22,461 FEET.

THIS PLAT WAS PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAM, GEORGIA LAWS 1978, AND IS SUITABLE FOR RECORDING.

TYPE OF EQUIPMENT: TOPCON GTS-303

Moreland Altobelli Associates, Inc.
Engineering • Planning • Landscape Architecture • Land Acquisition • Surveying
115 Interstate Highway, Suite 9
Gainesville, Georgia 32609
PHONE: (770) 638-4017 FAX: (770) 638-4093



FOX HOLLOW CONDOMINIUMS
LAND LOT 16 - 8TH DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

SHEET 1
of
1 SHEETS

APPROX. DATE	9/4
ISSUING DATE	7-27-06
DATE	7-27-06
DATE BY	DL
DATE BY	DL



434 Green Street
Gainesville, GA 30501

Direct Line: 770-718-5256

caminfo@gonorton.com

November 18, 2021

To: Bryan Lackey, City Manager, City of Gainesville, Ga

300 Henry Ward Way, Ste 303, Gainesville, Ga 30501

Re: Fox Hollow POA paving project

Dear Mr. Lackey,

This letter is to confirm that Fox Hollow POA has met the City's requirements to move forward with City paving their streets and the POA shall turn over the streets to the city for ongoing maintenance in perpetuity.

On August 10, 2021 Fox Hollow POA held a "special meeting" at 6pm. Quorum was met at this meeting and the members approved and agreed to the imposition of tax assessments for road improvements with a vote of at least 75% of the owners of units within the subdivision.

Please see the attached documentation showing the meeting minutes, sign in sheet proving quorum was met.

Please move forward with this paving project and coordinate through our management company.

Please let us know if you need anything else.

Lamie Parks

Sincerely,

Fox Hollow POA Board President

Norton Community Management

Leyanne Battle, CAM Manager

770-718-5256, caminfo@gonorton.com

Leyanne Battle

Notary:



Fox Hollow POA "Special Meeting"

Date: 8/10/21

Subject: Special meeting to vote on City paving streets

Meeting minutes

This meeting of the property owners of Fox Hollow was called for the sole purpose of collecting votes on the City of Gainesville's proposal to pave our streets.

The meeting was called to order by Toni Shrewsbury, POA President, at 6:15 p.m.

Leyanne Battle, with Norton Property Management, was present and explained the reason for the meeting to the handful of homeowners who were present.

She had a sign in sheet for all homeowners to sign to confirm the required 75% quorum was met. She reiterated the information that had previously been shared in a letter that was mailed to each homeowner; that the city of Gainesville would pay for and manage the street paving of the community, however, the homeowners must agree to repay the city the costs of such paving by agreeing to increased property taxes for a period of 10 years or period designated by the city.

Proxys had been mailed to each homeowner and most collected prior to the meeting by Norton Property Management. Proxys received by Norton and brought in-person to the meeting were counted. Over seventy-five percent of the twenty-six homeowners voted to accept the city's proposal with 23 'yay' votes and no 'nay' votes received.

The meeting was adjourned at 6:50 pm.

Minutes taken by Toni Shrewsbury

Signin by Resident

C: Current Owner P: Prior Owner T: Tenant V: Developer **: Delinquent

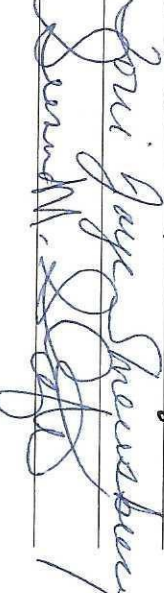
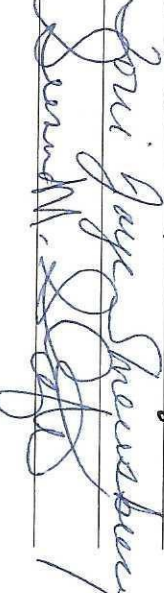
NAME	ACCOUNT	ADDRESS	UNIT	LOT #	ESCROW	SIGNATURE
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Fox Hollow

Ackerman, Mary B. - proxy	15961	C	2830 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Ackerman Mary B.</i>
Allen, Bonita S. - proxy	15947	C	2842 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Allen Bonita S.</i>
Arbelaaz, Mauricio	15954	C	2858 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Arbelaaz Mauricio</i>
Arellano, Elpidia - proxy	15970	C **	2883 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Arellano Elpidia</i>
Billette, Christopher	15972	C	2891 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Billette Christopher</i>
Cagle, Carolyn - proxy	15969	C	2879 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Cagle Carolyn</i>
Castillo, Istvan	15953	C	2857 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Castillo Istvan</i>
Caviness, Paige	15963	C	2838 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Caviness Paige</i>
Chizek, Thomas E - proxy	15965	C	2861 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Chizek Thomas E</i>
Cooper, Larry & Janey - proxy	15964	C	2870 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Cooper Larry & Janey</i>
Delgado, Beatriz proxy	15948	C **	2846 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Delgado Beatriz</i>
Escobar, Blanca Lidia	15962	C	2834 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Escobar Blanca Lidia</i>
Gilbert, Wayne Steven	15957	C	2865 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Gilbert Wayne Steven</i>
Griffiths, Jayme - proxy	15958	C	2869 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Griffiths Jayme</i>
Hassan, Shamila - proxy	16055	C	2887 Fox Wood Ln	0	6/15/2020	<i>Don Shewsbury for Hassan Shamila</i>
Marmelojos, Reuben D	15950	C **	2850 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Marmelojos Reuben D</i>
Moran, Mikayla - proxy	17134	C	2871 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Moran Mikayla</i>
Morris, Whitney C.	15951	C	2853 Fox Bridge Ct	0	3/18/2020	<i>Don Shewsbury for Morris Whitney C.</i>
Myers, Cynthia W	15967	C	2875 Fox Wood Ln	0	3/18/2020	<i>Don Shewsbury for Myers Cynthia W</i>

Signin by Resident

C: Current Owner P: Prior Owner T: Tenant V: Developer **: Delinquent

NAME	ACCOUNT	ADDRESS	UNIT	LOT #	ESCROW	SIGNATURE
Parks, Lanie G	15952	C 2854 Fox Bridge Ct	0	0	3/18/2020	
Shrewsbury, Toni Jaye	15968	C 2878 Fox Wood Ln	0	0	3/18/2020	
Slagter, Susan Marie	16120	C 2862 Fox Bridge Ct	0	0	6/30/2020	
Velazquez, Cecilio	15959	C 2822 Fox Wood Ln	0	0	3/18/2020	
Wade, Jeremy & Stacie	16112	C 2849 Fox Bridge Ct	0	0		
Woolsey, John Thomas	15966	C 2874 Fox Wood Ln	0	0	3/18/2020	
Wright, T Scott	15960	C 2826 Fox Wood Ln	0	0	3/18/2020	

Resident Count: 26

Property Totals

# Units	# Builder	# Resident	# Owners	# Tenants	Owner Ratio
28	0	25	25	0	100.00%



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 14, 2022
Date Submitted: July 15, 2022
Final Approval Date: July 15, 2022
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2022-38 Authorization to Execute and Record First Amendment and Supplement to Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park
Meeting Date: July 19, 2022

Purpose of Request:

The purpose of this request is to amend the Declaration of Covenants, Restrictions and Easements for the Gainesville 85 Business Park.

Facts & Issues / History & Background:

Business Resolution 2021-07 (approved February 2, 2021) adopted the Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park as recorded in the Clerk of Superior Court of Hall County. Approval of the proposed documents will allow amendments to occur.

Department Recommendation:

Adopt the resolution.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-38 Execute and Record First Amendment to Gainesville 85 Business Park Covenants
2. Attachment: Execute and Record First Amendment to Gainesville 85 Business Park Declaration Covenants
3. Attachment Exhibit Gainesville 85 Business Park Lot Detention Summary 5-23-22 Exhibit D
4. Backup Material: BR-2021-07 Gainesville 85 Business Park Covenants
5. Backup Material: BR-2021-07 Attachment - Gainesville 85 Business Park Declaration FINAL

RESOLUTION BR-2022-38

**AUTHORIZATION TO EXECUTE AND RECORD FIRST AMENDMENT AND SUPPLEMENT
TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR
GAINESVILLE 85 BUSINESS PARK**

WHEREAS, the City of Gainesville (“the City”) is providing economic opportunities for the citizens of Gainesville and Hall County through the development of a business park on real property owned by the City, which business park is known as the Gainesville 85 Business Park; and

WHEREAS, by Resolution BR-2021-07, approved on February 2, 2021, as well as by the Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park (the “Declaration”) recorded on February 4, 2021, at Deed Book 8720, pages 651-687, in the Office of the Clerk of the Superior Court of Hall County, Georgia, the City imposed upon the Gainesville 85 Business Park mutually beneficial restrictions for the benefit of all owners of real property within the Gainesville 85 Business Park; and

WHEREAS, the City desires to amend the Declaration as set forth in the First Amendment and Supplement to Declaration of Covenants, Restrictions, and Easements for Gainesville 85 Business Park attached hereto to ensure the continued success of the Gainesville 85 Business Park.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to execute and record a document in substantially the same form as the attached First Amendment and Supplement to Declaration of Covenants, Restrictions, and Easements for Gainesville 85 Business Park and to sign such additional documents as necessary to effectuate the approvals set forth in this Resolution.

Adopted this _____ day of _____, 2022.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

After recording return to:

T. Wesley Robinson
Hulsey, Oliver & Mahar, LLP
P.O. Box 1457
Gainesville, GA 30503

Cross-Reference:

Declaration of Covenants, Restrictions,
and Easements for Gainesville 85
Business Park,
Recorded on February 4, 2021
In the Deed Book 8720, Pages
651-687, Hall County, Georgia
Deed Records

(Above Space for Recorder's Use)

**FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR GAINESVILLE 85 BUSINESS PARK**

This First Amendment and Supplement is made this _____ day of _____,
2022, by the City of Gainesville, Georgia (the "Declarant").

W I T N E S S E T H:

WHEREAS, that certain Declaration of Covenants, Restrictions, and Easements for Gainesville 85 Business Park (the "Declaration") was recorded on February 4, 2021, at Deed Book 8720, pages 651-687, in the Office of the Clerk of the Superior Court of Hall County, Georgia; and

WHEREAS, Declarant desires to amend the Declaration as provided herein; and

WHEREAS, Declarant is authorized to amend the Declaration pursuant to the terms set forth in Article X of the Declaration;

NOW, THEREFORE, Declarant, pursuant to Article X, hereby amends the Declaration as follows:

The definition of "Areas of Common Responsibility," as set forth in Article I of the Declaration, is hereby amended by striking subsection (c) and renumbering subsection (d) as subsection (c).

The definition of "Common Areas," as set forth in Article I of the Declaration, is hereby amended by striking subsection (b) and renumbering subsection (c) as subsection (b).

The Declaration is hereby amended by adding Article V(a) between Article V and Article VI, to read as follows:

ARTICLE V(a)
MAINTENANCE AND ASSESSMENTS RELATING TO STORMWATER MANAGEMENT FACILITIES

Section 1. Stormwater Management Facilities. The Declarant City of Gainesville, Georgia shall maintain and replace, and keep in good repair the Stormwater Management Facilities, which are shown in color on the Detention Summary Lot Map attached hereto as Exhibit "D," and marked as Ponds A, C, D1, D2, E, and F, including, without limitation, all landscaping and Improvements situated upon or serving the Stormwater Management Facilities. The cost of the Declarant's maintenance obligations shall be a Stormwater Management Facility Common Expense (hereinafter referred to as "SMFCE"). The Declarant shall not assume responsibility for filtration and/or pretreatment of stormwater on the Lots prior to entry of stormwater into the Stormwater Management Facilities.

Section 2. Creation of a Lien and Obligation for SMFCE.

- (a) Every Owner of a Lot, by acceptance of a deed therefor, agrees that the Declarant may levy, and each Owner agrees to pay, all Assessments for the SMFCE. SMFCE shall be billed with the Annual Assessments and shall be collected as part of the Annual Assessments as set forth herein. After the incorporation of the Association, the Declarant City of Gainesville, Georgia shall continue to bill and collect the SMFCE in the same manner and with the same authority as provided for herein as to the Annual Assessments. No Owner may waive or otherwise escape liability for SMFCE for any reason, including, without limitation, by the non-use of any Stormwater Management Facility or by abandoning a Lot or any Improvement thereon.
- (b) The Stormwater Management Facilities total, for the purposes of calculation of the SMFCE, is 16.1 acres. Each Lot Owner shall pay a pro-rata share of the SMFCE, which shall be calculated in the same way as the Owner's Pro rata Share.
- (c) All SMFCE, together with any interest (as provided in Section 7 of this Article V), collection costs, and reasonable attorneys' fees that may accrue due to an Owner's failure to pay SMFCE in a timely manner, shall be charged on the Lots and shall be (i) a continuing lien upon any Lot against which each Assessment for SMFCE is made, and (ii) the personal obligation of any Person who is an Owner of a Lot at the time each Assessment for SMFCE is levied. Each Owner shall be personally liable for all Assessments for SMFCE against the Lot of such Owner coming due while such Owner is the holder of title, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the personal liability of a grantee for the unpaid assessments of its grantor (including, but not limited to any interest, costs or reasonable attorneys' fees applicable to or related to such unpaid assessments) shall not apply to any Mortgagee holding a first priority mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

Section 3. Obligation to Pay Assessments for SMFCE. The Obligation to pay Assessments for SMFCE as set forth in this Article V(a) will begin for each Lot upon the

conveyance of the Lot from Declarant to an Owner other than Declarant. Declarant will have no obligation to pay Assessments for SMFCE on any Lot owned by Declarant.

IN WITNESS WHEREOF Declarant executed this First Amendment as of the date set forth above.

DECLARANT:

CITY OF GAINESVILLE

By: _____
Bryan Lackey, City Manager

Signed, sealed and delivered
on the date above shown

Unofficial Witness

Attest: _____
Denise O. Jordan, City Clerk

Notary Public
My Commission Expires:

[AFFIX CITY SEAL]

APPROVED AS TO FORM

By: _____
Abbott S. Hayes, Jr., City Attorney

EXHIBIT D

DETENTION SUMMARY LOT MAP

LEGEND:

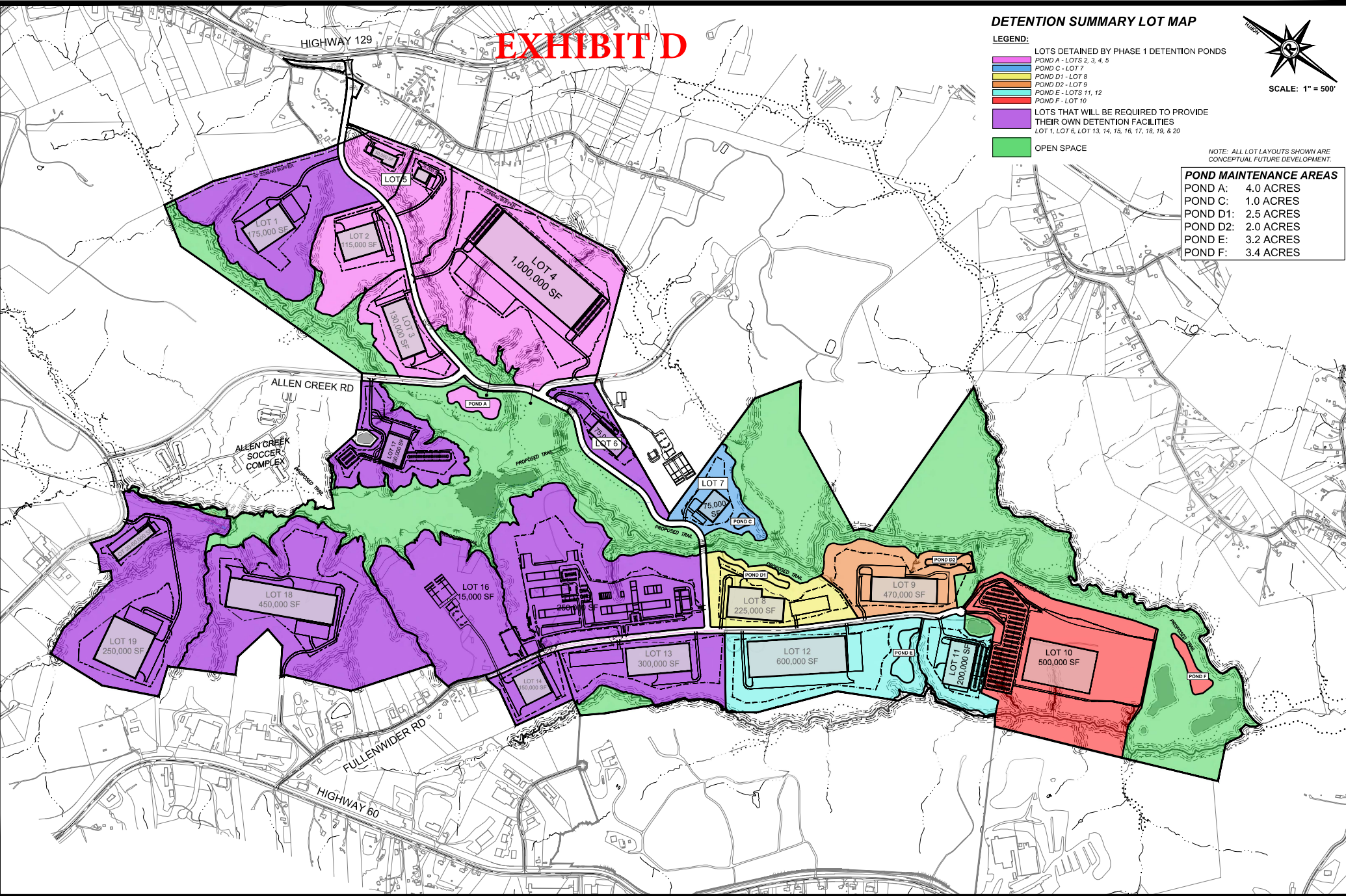
- LOTS DETAINED BY PHASE 1 DETENTION PONDS
- POND A - LOTS 2, 3, 4, 5
- POND C - LOT 7
- POND D1 - LOT 8
- POND D2 - LOT 9
- POND E - LOTS 11, 12
- POND F - LOT 10
- LOTS THAT WILL BE REQUIRED TO PROVIDE THEIR OWN DETENTION FACILITIES
- LOT 1, LOT 6, LOT 13, 14, 15, 16, 17, 18, 19, & 20
- OPEN SPACE



NOTE: ALL LOT LAYOUTS SHOWN ARE CONCEPTUAL FUTURE DEVELOPMENT.

POND MAINTENANCE AREAS

- POND A: 4.0 ACRES
- POND C: 1.0 ACRES
- POND D1: 2.5 ACRES
- POND D2: 2.0 ACRES
- POND E: 3.2 ACRES
- POND F: 3.4 ACRES



RESOLUTION BR-2021-07

**AUTHORIZATION TO EXECUTE AND RECORD DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR GAINESVILLE 85 BUSINESS PARK**

WHEREAS, the City of Gainesville ("the City") wishes to provide economic opportunities for the citizens of Gainesville and Hall County through the development of a business park on real property owned by the City, which business park is known as the Gainesville 85 Business Park; and

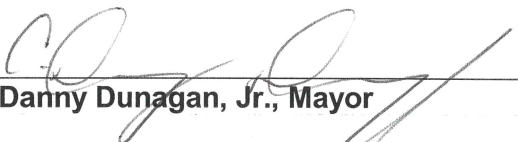
WHEREAS, the City desires to impose upon the Gainesville 85 Business Park mutually beneficial restrictions for the benefit of all owners of real property within the Gainesville 85 Business Park; and

WHEREAS, the City desires to provide for reasonable procedures for the overall development of the Gainesville 85 Business Park and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the real property within the Gainesville 85 Business Park; and

WHEREAS, the City desires to subject the real property within the Gainesville 85 Business Park to the Declaration of Covenants, Restrictions, and Easements attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to execute and record a document in substantially the same form as the attached Declaration of Covenants, Restrictions, and Easements for Gainesville 85 Business Park and to sign such additional documents as necessary to effectuate the approvals set forth in this Resolution.

Adopted this 2nd day of February, 2021.


C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:


Denise O. Jordan, City Clerk



After recording, return to:
Hulsey, Oliver & Mahar, LLP
Attn: T. Wesley Robinson
PO Box 1457
Gainesville, GA 30503

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR GAINESVILLE 85 BUSINESS PARK

This Declaration of Covenants, Restrictions, and Easements for Gainesville 85 Business Park is made this 2nd day of February, 2021, by the **City of Gainesville, Georgia**, a body politic and corporate and political subdivision of the State of Georgia (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property located in Hall County, Georgia, more particularly described on **Exhibit A** attached hereto and depicted on the site plan attached hereto as **Exhibit B** (hereinafter "the Property"); and

WHEREAS, Declarant, in conjunction with the Gainesville and Hall County Development Authority is developing on the Property a business park known as Gainesville 85 Business Park and desires to impose upon the Property mutually beneficial restrictions for the benefit of all owners of property within Gainesville 85 Business Park. Declarant desires to provide for reasonable procedures for the overall development of Gainesville 85 Business Park and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Property which will be subject to this Declaration; and

WHEREAS, Declarant will cause the Association (as hereinafter defined) to be formed as a non-profit organization to perform certain functions for the common good and general welfare of each Owner and Occupant of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described on **Exhibit A**, and any additional property that may be subsequently added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. This Declaration is intended to protect the value and desirability of the Property and this Declaration shall run with the title to the real property submitted to this Declaration and shall be binding on all parties having any right, title, or interest in any property

subject to this Declaration or any part thereof, and their heirs, successors, successors-in-title and assigns; the easements, restrictions, covenants, and conditions of this Declaration shall inure to the benefit of each Owner of Property subjected to this Declaration and to the benefit of the Association.

This document does not and is not intended to create a condominium within the meaning of the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et. seq.* and the Association is not subject to the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220, *et. seq.*

ARTICLE I DEFINITIONS

The following words, when used in this Declaration, shall have the meanings assigned to them below, unless the context requires otherwise:

“Annual Assessments” shall mean the regular assessments for the Common Expenses levied from time to time in accordance with and as more fully described in Article V hereof.

“Areas of Common Responsibility” shall mean any property or Improvements maintained, improved, or landscaped from time to time by the Declarant, the Development Review Committee, or the Association, and each of their respective agents or representatives, which property or improvements shall include, without limitation (a) all Common Areas; (b) property which is owned by a Governmental Entity or which has been dedicated to a Governmental Entity where the terms and conditions of the dedication require continued maintenance of the dedicated property by the Declarant, the Development Review Committee, or the Association, or which is otherwise maintained by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, regardless of whether such property is also maintained by the Governmental Entity; (c) Stormwater Management Facilities, as designated by Declarant located on and serving one or more Lots and maintained by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, as provided herein; and (d) such other portions of Lots maintained, improved, or landscaped by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, pursuant to the terms of this Declaration. The Declarant retains the right to change the designation of any property owned by Declarant as an Area of Common Responsibility for so long as it remains owned by the Declarant.

“Assessments” shall mean, collectively, the Annual Assessments and the Special Assessments levied from time to time in accordance with and as more fully described in Article V hereof.

“Association” shall mean the non-profit, non-stock membership corporation to be incorporated under the Georgia Non-Profit Corporation Code and named “Gainesville 85 Business Park Owner's Association, Inc.” (or another similar, available name conforming to Governmental Requirements), its successors and assigns. Unless otherwise expressly provided herein, any and all obligations, rights, powers, and authority granted to the Association by this Declaration shall inure to and be vested in the Declarant until the Association is incorporated.

“Board” shall mean the board of directors of the Association.

“Common Areas” shall mean all real property, including any Improvements located thereon from time to time, owned, leased, or used by the Declarant, and thereafter the Association, for the common use and enjoyment of the Owners, their respective guests and invitees, or for the common benefit of Gainesville 85 Business Park. Common Areas may include, without limitation (a) those areas designated by the Declarant, and thereafter the Association, as a “Common Area” by instrument or plat recorded in the records of the Clerk of the Superior Court of Hall County, Georgia; (b) Stormwater Management Facilities and related Stormwater- Management-Facility infrastructure, as designated by the Declarant; and (c) conservation easement areas as designated by the Declarant, if any. Common Areas shall not include any property which has been dedicated to a Governmental Entity. Common Areas may be owned by the Declarant and shall be conveyed by the Declarant to the Association at or before Turnover. It is intended that all roadways within the Property will be public streets. The Declarant retains the right to change the designation of any property owned by Declarant as Common Area for so long as it remains owned by the Declarant.

“Common Expenses” shall mean the expenses incurred in connection with the administration of the Association and Development Review Committee, and for Improvements on and maintenance and operation of the Common Areas or any Areas of Common Responsibility by the Declarant, the Association, or the Development Review Committee, including, but not limited to, the expenses related to taxes and insurance, utility bills, repair and replacement of Improvements, supervision and security, signage, landscaping, drainage, irrigation and litter control.

“Declarant” shall mean the City of Gainesville, a body politic and corporate and political subdivision of the State of Georgia, its successors-in-title and assigns, provided any successor-in-title or assignee acquires or is conveyed all or any portion of the Property for the purpose of development or sale, and provided further that the “Declarant” designates the grantee of such conveyance to be the “Declarant” under this Declaration. It is the intent of the Declarant that the Property will be conveyed to and the Declarant’s Rights under this Declaration will be assigned to the Gainesville and Hall County Development Authority. Upon a grantor Declarant’s designation of a successor Declarant in an instrument of conveyance, all rights and obligations of the former Declarant in and to such status as Declarant shall cease. Unless otherwise expressly provided herein, any duty, obligation, rights, power or authority granted to the Association by this Declaration shall inure to the Declarant until the incorporation of the Association.

“Declaration” shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park, and any and all subsequent Amendments thereto.

“Development Guidelines” shall generally mean the standards required for development on the Property as may be set forth in this Declaration, as amended from time to time, or as otherwise may be separately imposed by any rules or regulations adopted by the Declarant, the

Development Review Committee, or the Association. The Development Guidelines shall at all times be subject to any additional or more restrictive Governmental Requirements.

“Development Review Committee” shall mean the Development Review Committee created pursuant to Article III of this Declaration.

“Governmental Entity” shall mean the State of Georgia, Hall County, the City of Gainesville, and any city, town, or other federal, regional, state, county, or municipal government or quasi-governmental entity (including, without limitation, any agency, authority, subdivision, department or bureau thereof) with jurisdiction over all or any portion of the Property.

“Governmental Requirements” shall mean any laws, statutes, permits, policies, ordinances, rules, regulations, or requirements of any Governmental Entity.

“Improvement” shall mean any structure or other improvement of any kind, whether below, at, or above grade, located anywhere on the Property, including, but not limited to, all permanent or temporary buildings, structures, walks, towers, storage tanks, patios, loading facilities, driveways, signs, docks, walls, fences, screens, parking areas, drainage conduits, mechanical equipment, telecommunications equipment, berms, landscaping, light fixtures, site grading, other artificial earth movement, and any subsequent replacement, rebuilding, expansion or alteration thereof.

“Lot” shall mean a subdivided lot, parcel, tract, or portion of the Property subdivided as a Lot by the Declarant from time to time pursuant to the terms of this Declaration.

“Member” shall mean any Owner.

“Mortgagee” shall mean the holder of fee title or a security interest in any Lot by virtue of any mortgage, deed of trust, deed to secure debt or other security instrument, and that Mortgagee’s successors and assigns.

“Occupant” shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether such person is a lessee, sublessee, tenant, subtenant, licensee, or the Owner of the Lot.

“Owner” shall mean the one (1) or more persons or entities (including Declarant) that are the record owner of fee simple title to any Lot hereafter subjected to this Declaration, but excluding in all cases any party holding an interest in a Lot hereafter subjected to this Declaration merely as security for the performance of an obligation. An Owner may, from time to time, expressly designate an Occupant as the “Owner” hereunder in a lease from the Owner to the Occupant with a term in excess of one (1) year, provided that at any time there shall be only one (1) “Owner” of a Lot or any portion of the Property for purposes of this Declaration.

“Owner’s Pro rata Share” means at the time of such determination, that number expressed as a percentage (rounded to the nearest one-hundredth of a percent) obtained by dividing the acreage within any such Owner’s Lot by the aggregate amount of acreage within the Property

subject to this Declaration that has been designated as a Lot, which has been conveyed to an Owner other than Declarant.

“Person” shall mean any natural person, trust, corporation, limited liability company, association, partnership, joint venture or other public or private legal business entity.

“Plans” shall mean the applicable plans and designs outlining the nature, kind, shape, height, materials, and location of any Improvements on the Property, including, without limitation, site plans, grading plans, architectural elevations, signage details, and landscape plans.

“Property” shall mean the real property described on **Exhibit A** attached hereto, and any additional property subjected to this Declaration pursuant to Article II, Section 4. The Property shall not refer to any property released from the terms and conditions of this Declaration pursuant to Article II, Section 4.

“Special Assessments” shall mean those special assessments other than Annual Assessments levied from time to time which are established and collected for the purpose of defraying, in whole or in part, any shortfall related to Common Expenses or the cost of any construction, reconstruction, repair, or replacement of a capital Improvement upon or serving any Common Areas or Areas of Common Responsibility.

“Stormwater Management Facility” shall mean a system on or related to the Property designed and constructed or implemented (a) to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (b) to affect the quantity and quality of discharges of such water, as may be permitted by Governmental Requirements.

“Turnover” shall mean the transfer of Declarant’s power to appoint or remove directors and officers of the Association, upon the first to occur of: (a) the date that is ninety (90) days after the date upon which all of the Property, other than the Common Area have been conveyed by Declarant to Owners other than Declarant; or (b) a surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by the Declarant.

ARTICLE II PROPERTY RIGHTS AND CONTROL

Section 1. Consent to Declaration. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, shall take such interest subject to this Declaration and will be deemed to have assented to the terms and conditions hereof, whether or not (a) assent is expressed in a grantee’s deed or instrument of conveyance, (b) such deed or conveyance is signed by the grantee thereof, or (c) any grantee otherwise consents in writing.

Section 2. Control.

(a) The authority and power to enforce the terms and conditions of this Declaration and any restrictions set forth herein, create and enforce the Development Guidelines, and to exercise any and all rights of the Association, until the incorporation of the Association, shall be vested in and inure solely to the Declarant. The Declarant may, in its sole discretion, delegate all or a portion of such authority and power, including the right to create and enforce Development Guidelines, to the Development Review Committee established pursuant to Article III hereof, in accordance with terms and conditions outlined herein. The incorporation of the Association shall occur at such time as Declarant may determine in its sole discretion, but in any event prior to Turnover.

(b) Declarant shall have the right and power to subdivide all or any portion of the Property owned by Declarant, without the joinder or consent of any other Person, into Lots. The Declarant shall exercise such right and power from time to time by (i) designating the Lot in a deed conveying a portion of the Property to an Owner, or (ii) designating the Lot or Lots Declarant desires to designate as such by the terms of this Declaration; along with causing an appropriate plat or plats to be prepared of the Lot or Lots that Declarant desires to designate as such and by duly filing such plat or plats for public record in the Office of the Clerk of the Superior Court of Hall County, Georgia. All plats are subject to the approval by the City of Gainesville prior to recording. Declarant shall have the further right and power, but only with respect to portions of the Property owned by Declarant, to withdraw its designation of any part thereof as a Lot or Lots, to re-designate previously designated areas thereof as a Lot or Lots having different boundaries and configurations from those previously described, to re-combine two (2) or more previously designated Lots, and to divide or subdivide a Lot into two (2) or more Lots. To accomplish any withdrawal, re-designation, re-combination, or subdivision of a Lot or Lots, Declarant shall make express provision in a deed conveying all or any portion of the Property then owned by Declarant to an Owner and by filing in the public records an appropriate plat, which plat shall expressly refer to any other plat previously filed of public record which is superseded in whole or in part by the new plat. Except for the rights granted to Declarant under this Section 2, no Lot may be subdivided without the prior written consent of the Declarant at any time prior to Turnover, and following Turnover, without the prior written consent of the Association. All Lot withdrawals, re-designations, re-combinations and subdivisions shall comply with the terms and provisions of all applicable Governmental Requirements, including, without limitations, any zoning or development ordinance of the City of Gainesville, Georgia

Section 3. Ownership of Common Areas. Legal title in and to the Common Areas (or if such Common Areas are created or exist by virtue of a grant or reservation of easement, then the easement right and the benefit of use in and to such Common Areas) shall be vested in the Declarant until the Declarant conveys the Common Areas to the Association, which conveyance may occur from time to time and at any time, but in any event not later than the date which is ninety (90) days after Turnover. The Declarant or the Association, as the case may be, shall control the benefit, use, and enjoyment of the Common Areas. Declarant shall have the right at any time to convey or cause to be conveyed to the Association all or any portion of the Property owned by the Declarant, whether or not such portion of the Property was a Common Area prior to the conveyance, and which conveyance shall be by quitclaim deed and subject to all matters of record. Declarant or the Association, as the case may be, shall have the right, at any time, to dedicate or transfer all or any part of the Common Areas to any Governmental Entity, utility companies, public agencies or authorities for such purposes and subject to any conditions as Declarant or the

Association, as applicable, may determine to be necessary or appropriate. Declarant or the Association shall further have the right to grant easements and rights-of-way to Governmental Entities, utility companies, and public agencies or authorities as it shall deem necessary for the proper service and maintenance of the Common Areas or any other portion of the Property; provided, however, that if any such easements or rights-of-way are to be located within the boundary lines of a Lot, Declarant or the Association, as applicable, shall, to the extent reasonably possible, attempt to limit the location thereof to setback areas or other areas so as to not materially and adversely affect the development and use of any Lot. The Common Areas shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof. Notwithstanding anything contained herein to the contrary, it is intended that the roads within the Property will be public roads, with ownership retained by the City of Gainesville. It is also anticipated that the City of Gainesville will retain ownership of significant portions of the Property that will not be Common Area and will be withdrawn from these covenants at a later date. Declarant may, upon written notice to the Association, require reconveyance by the Association to the Declarant, or to the City, of any Common Area or any portion thereof, improved or unimproved, at no charge to Declarant, or the City, without a vote of the Owners/members of the Association, if the Common Area or portion thereof is: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant or the City to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant or the City due to changes in the overall scheme of development for the park. The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept/make on behalf of the Association any such conveyance and reconveyance and to execute on behalf of the Association any and all documents, including, without limitation, deeds and transfer tax declaration forms necessary to effectuate and document any such conveyance or reconveyance, and all acts of such attorney-in-fact are hereby ratified.

Section 4. Additional Property and Release of Property. Declarant may, at any time prior to Turnover, and with written approval of the City if the City is no longer the Declarant by an amendment filed in the records of the Clerk of Superior Court of Hall County, Georgia, (a) subject additional property contiguous to the property described on **Exhibit A** to this Declaration, and (b) only with respect to portions of the Property owned by Declarant or the City, release portions of the Property from the terms and conditions of this Declaration. Notwithstanding anything contained herein to the contrary, even if Declarant's rights are assigned by the City of Gainesville, the City of Gainesville retains the absolute right to withdraw any portion of the Property now or hereinafter owned by the City of Gainesville, from the application of these Covenants.

Section 5. Insurance. While either the Declarant or the Association (a) holds title to any Common Areas, or (b) undertakes to maintain, improve, or landscape any Area of Common Responsibility, the Declarant or the Association, as the case may be, shall obtain commercial general liability insurance (with a limit of not less than \$1,000,000.00 on an occurrence basis and \$2,000,000.00 in the aggregate), and property insurance covering the Common Areas and any Improvements thereon, with such coverage and with such limits as the title holder of the Common Areas may determine, from time to time, except as may be expressly set forth herein. Any premiums for insurance policies maintained by or on behalf of the Declarant or the Association shall be a Common Expense. In the event any insurance proceeds are not sufficient to defray the

cost of repair to or reconstruction of any Common Area or Improvements thereon, the Declarant or the Association shall have the authority to and shall levy a Special Assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Each Owner shall obtain additional insurance, at its own expense, affording commercial general liability coverage, along with fire and extended property damage coverage upon its Lot and its Improvements. Nothing herein shall prevent the Declarant or the Association from obtaining additional insurance coverages as each may determine from time to time, including, without limitation, an Association policy with coverage for Directors & Officers liability and coverage for employee theft.

ARTICLE III DEVELOPMENT AND ARCHITECTURAL CONTROL

Section 1. Creation. The Development Review Committee shall consist of five (5) individual natural persons. The members of the Development Review Committee shall be appointed by Declarant. The Development Review Committee shall be a committee of the Association upon the incorporation of the Association. Upon the incorporation of the Association the right to appoint and remove the members of the Development Review Committee shall remain vested in Declarant, as specifically provided herein, until Turnover, at which time the right to appoint or remove Development Review Committee members shall be vested solely in the Association and exercised in accordance with the by-laws of the Association.

Section 2. Duties. No Improvement may be commenced, erected, or maintained upon the Property, nor may any exterior addition or change to any Improvement be made until Plans for the Improvement have been submitted to and approved by the Development Review Committee in writing.

Section 3. Approval. Owners shall submit all applicable Plans to the Development Review Committee in such form and detail as the Development Review Committee may deem necessary, and the Development Review Committee shall approve or disapprove the Plans within thirty (30) days. Each Owner shall, in the Plans, conspicuously note any proposed Improvements which may conflict with the Development Guidelines. In the event the Development Review Committee fails to approve or disapprove Plans within thirty (30) days, the Development Review Committee shall be deemed to have approved those portions of the Plans which do not conflict with the Development Guidelines. In no event may any Owner, without an express written variance issued by the Development Review Committee, commence construction of any Improvements unless and until Plans therefore are approved by the Development Review Committee. The Development Review Committee may, in its sole discretion, disapprove (a) any incomplete plans or (b) any Plans deemed by the Development Review Committee to be contrary to the best interests of the Property or any Owners. In the event the Development Review Committee expressly disapproves any Plans, the Owner may resubmit corrected, amended, or revised Plans to the Development Review Committee not sooner than ten (10) days after receipt of the disapproval. Any Plans for any temporary structures shall include provisions for dismantling and removing the temporary structures. Decisions of the Development Review Committee shall be made upon the majority vote of the members of the Development Review Committee unless otherwise expressly provided in the Bylaws of the Association.

Section 4. Interior Alterations. An Owner may make Improvements and alterations within the interior of any building on its Lot without obtaining Development Review Committee approval therefor; provided, however, that no Owner shall make any structural alterations in or to Improvements on its Lot or remove any portion thereof or make any additions thereto or do anything else that changes the exterior appearance of the Owner's Improvements without first submitting Plans therefor to and obtaining the approval of the Development Review Committee.

Section 5. Violations. If an Owner proceeds to construct Improvements without the approvals required by this Article III, the Declarant, the Development Review Committee, the Association, and every Owner shall be irreparably harmed thereby, and the Declarant, the Development Review Committee, the Association, and each Owner may have no adequate remedy at law for an Owner's breach of this Article III. Therefore, in the event any Owner or Occupant, or their agents or representatives, commences any Improvement without the approvals required pursuant to this Article III, then the Declarant and the Development Review Committee shall have the right to take any action necessary to obtain a restraining order barring the Improvements from a court having proper jurisdiction over the matter. The foregoing rights shall inure to the Association upon the incorporation of the Association. The costs incurred by the Declarant, Development Review Committee, or Association for any successful enforcement of this Declaration shall be levied against the Owner of the Lot upon which such construction was commenced.

Section 6. Variances. The Development Review Committee shall have the power and authority, in its sole discretion, to grant variances in writing to any Owner, modifying or waiving the Owner's compliance with any portion of the Development Guidelines. All variances shall be reasonably consistent with the terms, conditions, and purpose of this Declaration, and shall not materially or adversely affect any existing Improvement(s). No waiver or variance shall be construed to apply to any Lot or any matter other than the particular Lot or matter that is the subject of the waiver or variance, and no waiver or variance shall be construed as an ongoing or continuing waiver of or variance as to any rights and duties imposed by this Declaration, which shall continue, but for the particular waiver or variance, in full force and effect.

Section 7. Liability. Declarant, the Association, the Board or any of its members, and the Development Review Committee or any of its members, shall not, individually or in combination, be liable in damages or otherwise to anyone or any business entity submitting Plans for approval or to any Owner affected by an action taken with respect to such a submission, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans. Declarant, the Association, the Board or any of its members, and the Development Review Committee or any of construction, design, engineering, or related defect associated with any Improvement constructed on the Property. Without limiting the foregoing, in no event shall any approval, inspection, or certification given by the Development Review Committee, the Declarant, or the Association with respect to any Plans or inspection or approval of any Improvements be in any way deemed to be a warranty of compliance with any applicable laws, rules, regulations, codes or guidelines, including, but not limited to, any health, safety, building or zoning codes, laws, rules or regulations.

Section 8. Review Fees. The Development Review Committee may establish a reasonable fee for review of any plans or variance request and require the payment of that fee prior to review.

Section 9. Innovative Ideas. Gainesville 85 Business Park is striving to be a 21st century business park with innovative ideas incorporated within the business park. Innovative ideas could include, but are not limited to; energy efficient technologies, water conservation practices, public outreach and education methods, environmental wellness measures, and innovative stormwater best management practices. Innovative design measures are encouraged, but all will require approval from either the Director of Water Resources or the Director of Community and Economic Development of the City of Gainesville as well as Development Review Committee.

ARTICLE IV ASSOCIATION

Section 1. Purpose. The Association, once formed, shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners and of the Property. The Association shall not take any action inconsistent with the promotion of the common good and welfare of the Owners and of the Property. The Board shall manage and control the affairs of the Association. The number of directors and the method of election of directors to the Board after Turnover shall be set forth in the by-laws of the Association.

Section 2. Membership. Every person or entity who is an Owner shall be deemed to be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot; provided, however, that if an Occupant has been designated as the "Owner" of a Lot as provided herein, only the Occupant (and not the record owner) shall have a membership and be entitled to vote while designated as the Owner.

Section 3. Voting. As may be more fully set forth in the articles of incorporation or the bylaws of the Association:

(a) Each Owner, with the exception of Declarant, shall be a "Class A" Member of the Association and shall be entitled to vote based on the Owner's Pro rata Share for each Lot owned so long as the Member is in good standing. When more than one (1) individual or entity holds a fee ownership interest in a single Lot, all such individuals and entities shall be Members, but they will collectively be entitled to the vote based on the Owner's Pro rata Share allocated to such Lot. In the event of joint ownership of a Lot, the vote for the Lot may be exercised as the Owners shall collectively determine, however, the failure of joint owners to agree on how to cast their vote with respect to any matter before the Association shall be deemed an abstention as to such matters. In no event shall the Association be required to make any determination with respect to the casting of votes by joint Owners.

(b) The Declarant shall be the sole "Class B" Member and shall be entitled to the total number of outstanding Class A votes plus one (1). The Class B membership shall terminate and be converted to Class A memberships upon Turnover, with all of the rights of Class A membership as may be set forth herein.

(c) The Declarant (until Turnover) or the Association may suspend the voting rights of any Member who is delinquent in the payment of any Assessment levied by the Association or who is in violation of any rules and regulations adopted by the Association.

Section 4. Appointment of Officers and Directors; Turnover.

(a) Until Turnover, Declarant shall set the number of Directors and appoint and remove all of the members of the Board.

(b) Upon Turnover, the right to appoint and remove directors and officers of the Association shall automatically pass to the Owners. At the time of Turnover, a special meeting of the Association shall be called by the Declarant, and the Members shall elect a Board, which shall immediately undertake its responsibilities. Declarant shall deliver to the Board the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association in Declarant's possession.

Section 5. Insurance. In addition to any insurance required under Article II, Section 5, the Association may obtain commercial general liability insurance and property insurance covering the Common Areas and any Improvements thereon providing such coverage and with such limits as the Association may determine, from time to time. Any premiums for insurance policies maintained by or on behalf of the Association shall be a Common Expense. In the event any insurance proceeds paid to the Association are not sufficient to defray the cost of repair to or reconstruction of any Common Areas or Improvements thereon, the Association shall have the authority to and shall levy a Special Assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Each Owner shall obtain additional insurance, at its own expense, affording commercial general liability coverage, along with fire and extended property damage coverage upon its Lot and its Improvements.

**ARTICLE V
MAINTENANCE AND ASSESSMENTS**

Section 1. Common Areas. The Declarant, until the incorporation of the Association, shall maintain and replace, and keep in good repair the Common Areas and the Areas of Common Responsibility, including, without limitation, all landscaping and Improvements situated upon or serving the Common Areas and the Areas of Common Responsibility. The foregoing shall be the responsibility of the Association upon the incorporation of the Association. The cost of the Declarant's or the Association's maintenance obligations shall be a Common Expense.

Section 2. Lots. Each Owner shall be solely responsible for maintaining the portions of its Lot and all Improvements thereon in a safe, clean, and attractive condition, free of all paper, debris, and trash, and in a manner consistent with the Development Guidelines and with the general appearance of other portions of the Property. Without limiting the foregoing, each Owner shall promptly remove all litter, trash, refuse, and waste; mow the lawn on a regular basis; prune trees and shrubs; water landscaped areas; keep all Improvements, exterior lighting, and maintenance facilities in good repair and working order; keep landscaped areas alive, free of weeds, and

attractive; keep driveways and parking areas in good repair; promptly repair exterior damage to Improvements. The Owner and Occupant of any Lot shall observe all building codes, health regulations, zoning restrictions, or similar Governmental Requirements. The Declarant, until the incorporation of the Association, shall have the right, privilege, and license to make any and all corrections, repairs, Improvements, and landscape maintenance at the expense of the Owner should the Owner of any Lot fail to remedy any deficiency in the maintenance of the landscaping and general maintenance of the Owner's Lot within seven (7) days' written notice. The foregoing right, privilege, and license shall inure to the Association upon the incorporation of the Association. All costs incurred by the Declarant or the Association as a result of performing any maintenance obligation of an Owner shall be included with the Assessments levied as to that Owner, and each Person who is an Owner shall be personally liable to the Declarant or the Association, as the case may be, for all direct or indirect costs incurred by the Declarant or Association as a result of performing repairs or maintenance on behalf of an Owner pursuant to this Section.

Section 3. Creation of a Lien and Obligation for Assessments.

(a) Every Owner of a Lot, by acceptance of a deed therefor, agrees that the Declarant, until the incorporation of the Association, may levy, and each Owner agrees to pay, all Assessments. The foregoing right shall inure to the Association upon the incorporation of the Association. The Annual Assessments shall be used for Common Expenses. No Owner may waive or otherwise escape liability for Assessments for any reason, including, without limitation, by the non-use of any Common Area or by abandoning a Lot or any Improvement thereon.

(b) All Assessments, together with any interest (as provided in Section 7 of this Article V), collection costs, and reasonable attorneys' fees that may accrue due to an Owner's failure to pay Assessments in a timely manner, shall be charged on the Lots and shall be (i) a continuing lien upon any Lot against which each Assessment is made, and (ii) the personal obligation of any Person who is an Owner of a Lot at the time each Assessment is levied. Each Owner shall be personally liable for all Assessments against the Lot of such Owner coming due while such Owner is the holder of title, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the personal liability of a grantee for the unpaid assessments of its grantor (including, but not limited to any interest, costs or reasonable attorneys' fees applicable to or related to such unpaid assessments) shall not apply to any Mortgagee holding a first priority mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

Section 4. Special Assessments. In addition to the Annual Assessments, the Declarant, until the incorporation of the Association, may levy a Special Assessment at any time. The foregoing right shall inure to the Association upon the incorporation of the Association. Upon levying a Special Assessment, the Declarant or the Association, as the case may be, shall send a written notice to each Owner stating (a) the amount of the Special Assessment owed by such Owner, (b) the basis for the calculation of the Special Assessment assessed against such Owner's Lot in relation to all Special Assessments concurrently levied, and (c) that unless the Owner pays the Special Assessment levied against that Owner's Lot(s) within thirty (30) days following the Owner's receipt of the statement, payment of the Special Assessment shall be

delinquent and shall bear interest in accordance with Section 7 of this Article V from the date when due until the receipt of full payment by the Association.

Section 5. Allocation of Assessments. All Assessments shall be assessed against Lots in a uniform manner, based upon the Owner's Pro rata Share.

Section 6. Due Dates of Annual Assessments. Annual Assessments shall commence as to any Lot at a date established by the Declarant or the Association, as the case may be. The first (1st) Annual Assessment shall be adjusted according to the number of months remaining in the calendar year in which the first (1st) Annual Assessment is levied. The Declarant or the Association shall determine Annual Assessments on an annual basis and thereafter levy Assessments in such manner and on such dates as may be fixed by the Declarant or the Association. Unless otherwise provided by the Declarant or the Association, as the case may be, all Assessments or any portion thereof levied shall be due within thirty (30) calendar days after the receipt by Owner of an invoice or statement for the Assessments.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) Any Assessment not paid on or before the date when due shall be delinquent and shall accrue interest thereon at a rate equal to ten percent (10.0%) per annum. If an Assessment is not paid within thirty (30) days of the due date, the Declarant or the Association, as the case may be, may enforce and foreclose the lien for Assessments against the Lot, and/or bring an action at law or equity against any Person personally obligated as an Owner to pay an Assessment. All of the remedies permitted or available to the Declarant or the Association under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(b) If the Declarant or the Association chooses to enforce the lien for Assessments, the Declarant or the Association, as the case may be, shall prepare a written notice of an Assessment lien setting forth the amount of the unpaid indebtedness, the date that the unpaid indebtedness was due, the name of the Owner of the Lot or portion of the Property covered by such lien, and a description of such Lot or portion of the Property. The lien notice shall be signed on behalf of the Declarant or the Association and shall be recorded in the records of the Clerk of Superior Court of Hall County, Georgia. The lien shall attach with the priority set forth in this Declaration and from the date that such payment becomes delinquent.

(c) The personal obligation of any Person who is an Owner of a Lot and the lien for Assessments shall include all interest accruing on the unpaid Assessments pursuant to this Section 7, along with the costs of collection, including court costs, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees. The Declarant or the Association, as the case may be, acting on behalf of the Owners, shall have the power to credit bid up to an amount equal to all unpaid Assessments, costs, and fees for the Lot at a foreclosure sale to enforce its lien, and to acquire, hold, and convey title to any Lot acquired through the foreclosure sale. During the period the Lot is owned by the Declarant or the Association following foreclosure, no Assessment shall be assessed or levied on such Lot foreclosed upon.

Section 8. Subordination of Assessment Lien to First Mortgages. The lien on any Lot for the Assessments provided for herein shall be superior to all other liens except for (a) the lien for ad-valorem taxes and any other liens which, by law, would be superior to a lien for Assessments, and (b) the lien and security title of any first priority mortgage of record made in good faith and for value to an institutional Mortgagee such as a bank, savings and loan association, real estate investment trust, holder of industrial revenue bonds, or insurance company, unless a suit and lis pendens to enforce the lien for Assessments shall have been filed in a court of competent jurisdiction prior to the recordation of such mortgage; provided, however, that any Mortgagee or other purchaser at any trustee's, mortgagee's, or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Property effective upon the date of acquisition. No sale or transfer shall relieve (y) any selling or transferring Owner from liability for any Assessments levied prior to the sale or transfer (whether or not coming due subsequent to such sale or transfer), or (z) the transferred Lot from liability for a lien of any Assessment thereafter coming due.

Section 9. Delegation of Rights and Obligations to Development Review Committee. Notwithstanding the foregoing or any other terms and conditions of this Declaration, the Declarant may, at any time prior to and until the incorporation of the Association, delegate to the Development Review Committee any or all of the rights, privileges, licenses and obligations allocated to Declarant pursuant to this Article V, including, without limitation, the right to levy Assessments and enforce the provisions hereof.

Section 10. Obligation to Pay Assessments. The Obligation to pay Assessments as set forth in this Article V will begin for each Lot upon the conveyance of the Lot from Declarant to an Owner other than Declarant. Declarant will have no obligation to pay Assessments on any Lot owned by Declarant.

ARTICLE VI PERMITTED USES

Section 1. General Permitted Uses and Restrictions.

(a) Unless otherwise restricted herein, the following uses shall be permitted on the Property:

(i) Any commercial or industrial use which involves manufacturing, fabrication, technology or assembly operations with primary activities conducted in enclosed buildings that may include as an accessory the storage and sale of materials, products or equipment; but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard or other objectionable conditions to nearby areas;

(ii) Business enterprises engaged in manufacturing, headquarters, research and development, life sciences, data processing, distribution and national or international headquarters;

(iii) Bottling plants;

(iv) Clinics, cafeterias, employee credit unions and recreational facilities appurtenant to such uses for employees only;

(v) Distribution of products and merchandise;

(vi) Vocational education and training facilities;

(vii) Electrical appliances and equipment, sales, and repairs;

(viii) Electronic manufacturing and assembly plants;

(ix) Offices and administrative facilities; and

(x) Customary accessory buildings and uses.

(b) No Owner may use the Lot or any portion of the Property in such a manner as to increase the fire insurance rating applicable to present or future Improvements of others in the immediate vicinity of the Lot.

(c) No Owner or Occupant of any Lot may conduct any activity on any portion of the Property which results in objectionable noises, sounds, or smoke; the emission of noxious, toxic, or corrosive fumes; the emission of dust, dirt, or fly ash; the use, production, storage, or handling of fire or explosive hazards, and no Lot or any portion of the Property shall be used so as to cause a nuisance. A “nuisance” as used herein may include, without limitation, any activity which (i) annoys, disturbs, or affects the Owners and/or Occupants of any Improvement or Lot, or the owners or occupants of property contiguous to the Property; (ii) obstructs or interferes with the reasonable or compatible use of a Lot, the Property, or any lot or property contiguous to the Property; (iii) renders the usage or occupancy of any Improvement potentially dangerous or damaging to persons or property located on the Property or any property contiguous thereto; or (iv) violates any Governmental Requirement.

Section 2. Specific Use Restrictions. Notwithstanding the restrictions outlined in Section 1 of this Article VI, the following uses shall not be permitted on the Property:

(a) any processing, manufacturing, fabrication or assembly operations that causes or emits injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard or other objectionable conditions to nearby areas;

(b) any refining, smelting, agricultural, forestry, excavation, or mining operations, and any drilling for and/or removal of subsurface substances;

(c) any mobile home parks, trailer courts, junkyards, stockyards, or animal raising or care facilities; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction, or maintenance;

(d) any dumping, disposing, incineration, or reduction of garbage, provided, however, that this prohibition shall not be applicable to appropriate garbage management appurtenant to a permitted use in accordance with the Development Guidelines;

(e) any automotive, boat, or trailer or recreational vehicle sales, leasing, display, service, storage or body shop repair operations;

(f) any animal raising or boarding facilities;

(g) any cemeteries, mortuaries, crematoriums or funeral homes;

(h) any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits, either live or by other means, to any degree, nude or partially clothed dancers or entertainers and/or any massage parlors or similar establishments;

(i) any dry-cleaning plant or facilities;

(j) any auction or public sale facility, pawn shop, flea market, amusement or video arcade, pool or billiard hall, car wash, convenience store, gas station, billboard, or dance hall;

(k) any bingo halls, gambling facilities, or related operations, including, without limitation, off-track or sports betting parlors, or facilities for table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines, or similar devices.

(l) any dwellings (including, without limitation, permanent residential dwellings, and temporary or transient dwellings such as inns, hotels, or motels);

(m) any sewage treatment plants or facilities, except for pretreatment facilities;

(n) any landfill, regardless of type.

Section 3. Zoning. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, all Owners at all times shall use their Lot and the Property in compliance with all Governmental Requirements, including, without limitation, all zoning ordinances applicable to the Property.

ARTICLE VII ADDITIONAL DEVELOPMENT GUIDELINES AND COVENANTS

Section 1. Construction. Any builder employed by an Owner may conduct its construction operations and activities on that Owner's Lot or any portion thereof and do all things reasonably necessary as required expeditiously to commence, continue, and complete construction of Improvements thereon, including the provision of temporary buildings and/or trailers for administration of work and for the storage of materials and equipment. The open storage of building materials and equipment and the construction of temporary security fences and lighting shall be confined solely within the boundaries of a Lot. All Lots shall be kept reasonably clear

during any construction period, and the Owner of any such Lot shall be responsible for ensuring that construction debris is not left on any other Lot or within any right-of-way or easement. The Development Review Committee may designate points of ingress and egress to individual Lots for construction vehicles. Each Owner shall be responsible for all damages (such as, but not limited to, air pollution, soil erosion, damage to rights-of-way, landscaping, or other Common Areas, elimination of trees without replacement, or increased water runoff rates) to areas outside that Owner's Lot resulting from any construction, alteration, maintenance, repair, replacement, or removal of Improvements.

Section 2. Setbacks. All buildings shall be set back a minimum of seventy-five (75) feet from any street or public right-of-way fronting the building; thirty (30) feet from any side-yard property line; and thirty (30) feet from any rear-yard property line. In addition, all parking must be located at least ten (10) feet from any property line and no building or portion of a building may be located any closer than ten (10) feet from any parking area in front of a building.

Section 3. Site Coverage. The building-to-land ratio (the footprint of the building coverage on the land) shall be no less than ten percent (10%) and not more than sixty percent (60%) for any Lot.

Section 4. Impervious Surface Coverage. The maximum impervious surface coverage per lot shall not exceed eighty-five (85%) for any Lot.

Section 5. Subdivision. No Owner may subdivide a Lot without the prior written approval of the Development Review Committee.

Section 6. Parking. Each Lot shall have off-street automobile parking, and no parking shall be permitted on any street, driveway, entrance, or any other location, other than in approved parking spaces. All parking areas shall be paved with asphalt or concrete and shall have concrete curbs and gutters around their perimeters, except in locations where expansion is anticipated or sheet flow is being treated in a stormwater application shown in an approved stormwater management plan. Permeable pavers, permeable concrete, or porous asphalt would be allowed for a stormwater application shown in an approved stormwater management plan. All stormwater management plans would need the approval of the Director of Water Resources. No trucks or motor vehicles other than passenger vehicles may be parked or stored in any automobile parking area located within seventy-five (75) feet from any street or public right-of-way fronting a building, and no passenger vehicle parked within seventy-five (75) feet of any street or public right-of-way fronting a building shall have applied thereon or attached thereto any sign or advertising which is inconsistent with the City of Gainesville code of ordinances, or with the intent of any signage criteria provided in this Declaration, as may be determined by the Development Review Committee, in its sole discretion.

Section 6. Loading. All loading or staging areas shall be paved. All loading areas shall be at least one hundred twenty (120) feet deep and shall be located at the side or rear of the building unless otherwise approved by the Development Review Committee

Section 7. Exterior Facades.

(a) The exterior construction of all buildings shall be either brick, brick and glass, pre-cast or tilt-wall concrete panels, stone, stucco and/or painted/stained concrete, excluding expansion walls, windows, door trim, canopies, and architectural accents.

(b) Except as specifically provided herein, the exterior facade and appearance of any expansion or addition to any existing building shall be consistent with the color, texture, and materials of the original building.

(c) There shall be no “expansion walls” in the front yard of any Lot. Otherwise, expansion walls shall (i) be constructed of concrete block and painted to match any surrounding brick, (ii) consist of pre-cast or tilt-wall concrete panels matching any surrounding permanent walls, or (iii) consist of insulated metal wall panels or pre-finished metal panel cladding, so long as such panels and walls are complementary or similar color to the color of the exterior walls of the building.

(d) If any wall exceeds one hundred (100) feet in length or twenty (20) feet in height, the pattern of the brick or concrete construction shall be varied to provide visual relief.

(e) All down-spouts and gravel stops shall be pre-finished metal and shall be painted a color complementary to the wall color.

(f) No building shall have any appendages (i.e. exhaust fans, vents, etc.) visible from front yard.

Section 8. Screening.

(a) No truck courts, materials storage areas or any other outdoor storage areas shall be visible from any public street or right-of-way and any potentially visible courts or storage areas must be screened by Improvements such as berms or site grading, or landscaping consisting of evergreen plants or flora with a minimum installation height of four (4) feet.

(b) Trash dumpsters, compressors, and other similar equipment shall be located in such a manner as to minimize the visibility from any street or right-of-way and screened by masonry or concrete walls, or landscaping.

(c) Any ground mounted antennae or receiving dishes must be in rear yards or screened so as to not be visible from any street or right-of-way.

(d) All screens and visual barriers must be approved by the Development Review Committee.

(e) Roof mounted antennas or satellite or receiving dishes shall be located in such a manner or screened so as to not be visible from any street or right-of-way.

Section 9. Fences. No fences or screen walls may be permitted in the front yard of any Lot, unless a variance is expressly granted therefore by the Development Review Committee, in which case any such fences or screen walls shall (a) be of masonry or concrete construction similar in design and material to that of the building, or black vinyl coated fencing, or decorative aluminum fencing, (b) conform to all setback requirements outlined in this Declaration, and (c) only contain gates of a design approved by the Development Review Committee which consist of fabricated metal painted or colored black. Vinyl-clad, chain-link, or other similar type fences colored black are permitted in side and rear yards only, and must be placed along the Lot boundary lines in the side and rear yards, except the fences may, if necessary, be set back five (5) feet from the Lot boundary line to accommodate trees or shrubs. Any gates installed in front yard fences or screen walls shall be of fabricated metal, painted or colored black; and of a design approved by the Development Review Committee.

Section 10. Utilities.

- (a) All utilities must be installed underground.
- (b) Ground mounted transformers and switching gear must be visually screened from view by landscaping.
- (c) All street lights and parking lot lights must be uniform throughout the Property, matching the standard lighting installed by the Declarant.
- (d) Only those solar applications approved by the Development Review Committee are permitted.

Section 11. Landscaping.

- (a) The entire unpaved area of any Lot containing a building site, including the area between the Lot line and street curb line, shall be landscaped. Expansion areas may contain grass or sod until construction on the expansion area commences.
- (b) All landscaping must be irrigated and comply with the City of Gainesville's Large Landscape Irrigation Policy. Automatic sprinkler systems are required for front yards.
- (c) Planting beds shall be mulched with pine straw or hardwood mulch not less than once per year. All landscaped beds are to be maintained weed free and defined for a clean, crisp appearance.
- (d) One tree (minimum 3-inch caliper) shall be planted along the street for every one hundred (100) feet of street frontage for each Lot. Each Lot shall have a minimum number of plant specimens selected from the Approved Plant List, attached hereto as **Exhibit C**. Landscaping included within a stormwater best management practice application, which might not include native plants, must be included within a stormwater management plan approved by the Director of Water Resources.

(e) All ground cover shall be selected from the Approved Plant List, or native plants that are approved by the City of Gainesville in writing.

(f) Ditches and swales shall have a minimum side slope of one (1) foot vertical to three (3) feet horizontal.

(g) All landscaping shall be installed within sixty (60) days of the occupancy or substantial completion of any building on a Lot, whichever occurs first, as determined by the Development Review Committee in its sole discretion.

Section 12. Pedestrian Access. Pedestrian access within the site should be provided over clearly marked travel pathways from the street and through parking areas to primary building entries.

Section 13. Signage and Lighting.

(a) All signs on a Lot must be flush mounted on a building facade on the Lot or mounted on a ground-set monument on the Lot of similar design and material as the building(s) on the Lot.

(b) Facade mounted signs shall be metal, ground lighted, and uniform in size and color throughout the Property. Any ground-set monument signs shall be ground lighted and appropriately landscaped.

(c) No portable or temporary signs of any form shall be permitted on any Lot, except for "Building For Sale" or "Building For Lease" signs.

(d) All exterior lighting installed on a Lot shall be indirect or of such controlled focus and intensity that it will not disturb the Owners or Occupants of any adjacent Lots.

(e) All monument signage structures shall be consistent throughout the Property and subject to the approval of the Development Review Committee.

(f) No changeable copy or electronic changeable copy signs shall be allowed.

Section 14. Exterior Storage Tanks. Above ground exterior storage tanks, silos, hoppers or similar structures are not allowed without a specific variance and shall not be visible from any public street or right-of way. Potentially visible exterior storage tanks, silos, hoppers or similar structures must be screened so as not to be visible from the street. .

Section 15. Temporary Structures. Except as otherwise may be expressly permitted herein, no temporary structure shall be installed or maintained on any property or Lot without the specific written approval of the Development Review Committee.

Section 16. Restoration. In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall, as soon as reasonably possible, but in any event within thirty

(30) days after receipt of notification by the Declarant or the Development Review Committee, (a) replace or commence the prompt replacement of the damaged or destroyed Improvement to its original condition, or such other condition as may be approved in writing by the Development Review Committee, or (b) upon receipt of approval from the Declarant or Development Review Committee, demolish the damaged or destroyed Improvements and thereafter landscape the Lot so as to present a pleasing and attractive appearance.

Section 17. Prosecution of Work After Approval. After the Development Review Committee approves any proposed Improvement, the Owner must commence construction and completion of the proposed Improvement as promptly and diligently as reasonably possible and in complete conformity with the Plans submitted to the Development Review Committee and any conditions imposed by the Development Review Committee. Failure to complete a proposed Improvement either within twelve (12) months after the date of approval or in accordance with the Plans submitted to the Development Review Committee or any conditions imposed by the Development Review Committee will be deemed a breach of this Declaration. The foregoing may not be interpreted to prevent the construction of “shell” buildings to be ultimately completed based upon requirements provided by specific prospective Occupants subsequent to the expiration of the twelve (12) month completion deadline outlined herein. An Owner shall notify the Development Review Committee in writing of any suspended construction in excess of thirty (30) days and of subsequent recommencement thereof.

Section 18. “Unlimited Area” Buildings. All buildings on the Property are intended to be classified as “Unlimited Area” buildings (Type II, Fully Sprinklered) under the International Building Code adopted by the City of Gainesville, Georgia, which term refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but by virtue of its isolation on the property and by the inclusion of fire sprinkler systems. All buildings and other Improvements shall comply with building code requirements applicable to “Unlimited Area” buildings, including, without limitation, any requirements related to the installation of approved fire sprinkler systems. Notwithstanding the foregoing, no Owner or Occupant shall be obligated to modify or alter any existing building or other Improvements by virtue of this Section 18 due to subsequent changes in the applicable zoning ordinance, building code or any other Governmental Requirements.

Section 19. Stormwater Management Facilities. If prior to the conveyance of any Lot or portion of the Property, Declarant should enter into a “Stormwater Management Facility Maintenance Agreement” or other similar instrument or agreement arising by virtue of Governmental Requirements and duly recorded in the Official Records of the Clerk of the Superior Court in and for Hall County, Georgia, and such instrument requires a “landowner” to maintain a Stormwater Management Facility that is not otherwise a Common Area, Declarant shall, until the incorporation of the Association, remain responsible for the maintenance of such Stormwater Management Facility. The foregoing obligation shall inure to the Association upon the incorporation of the Association. Any Stormwater Management Facility maintained by the Declarant or the Association may be designated an Area of Common Responsibility by the Declarant. Owners shall maintain all Stormwater Management Facilities on their Lots which are otherwise not required to be maintained by the Declarant or the Association in good order and repair at all times. All stormwater best management practices for water quality and runoff

reduction used must be listed within the current version of the Georgia Stormwater Management Manual and included in a stormwater management plan approved by the Director of Water Resources.

ARTICLE VIII EASEMENTS AND RESTRICTIONS

Section 1. Easement for Utilities. There is hereby reserved unto the Declarant, its successors and assigns, a ten (10) foot strip on each Lot parallel to and along the boundary line of every Lot as an easement for the purpose of installing, replacing, repairing, and maintaining any and all utilities and all ingress and egress related to such purpose. By virtue of this easement, all utility providers may erect and maintain all necessary equipment within the easement area and to affix, maintain, and repair all utility wires, circuits, and conduits on, across, and under the surface of any Lot. This easement includes the right to conduct site work, cut any trees, bushes, or shrubbery, and take any other actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance on the Property. The Declarant shall promptly restore or cause to be restored any area affected by the exercise of the rights provided by this easement. Should any utility furnishing a service covered by the general easement herein provided require a specific easement by a separate recordable document, the Declarant and the Association shall have the continuing right to grant such easements on this easement strip without conflicting with the terms hereof. Notwithstanding anything contained herein to the contrary, no sewers, electrical lines, water lines, or other utility infrastructure may be installed, located, or relocated on any portion of the Property except as approved by the Development Review Committee or as installed and located during the original development of the Property by the Declarant. The Declarant and the Association shall have the power to dedicate all or part of any utility easement granted pursuant to this Section 2 to any Governmental Entity.

Section 2. Drainage Easement. There is hereby reserved a blanket easement over each Lot, for the benefit of every other Lot, for the drainage of surface water and for altering drainage and water flow wherever and whenever reasonably necessary to maintain reasonable standards of health, safety, and appearance on the Property; provided, however, that when construction of the initial Improvements and landscaping has been completed in accordance with the terms hereof, this drainage easement shall be deemed to be limited to (a) the drainage lines, facilities, and Improvements installed in, on, and under the Lot, and (b) that portion of the surface of the Lots necessarily used for surface drainage into any drainage related Improvements on the Property. This easement includes the right to conduct site work, cut any trees, bushes, or shrubbery, and take any other actions reasonably necessary to maintain reasonable standards of health and appearance on the Property. Declarant, until Turnover, and thereafter the Association, shall promptly restore or cause to be restored any area affected by the exercise of the rights provided by this easement. The provisions hereof shall not be construed to impose any obligation upon Declarant or the Association to create any specific drainways upon any portion of the Property.

Section 3. Landscape and Access Easements. There is hereby reserved a blanket easement over each Lot for the purpose of maintaining landscaping on any portion of the Property which either the Declarant, the Development Review Committee, or the Association is required or permitted to maintain and/or landscape pursuant to the terms and conditions of this Declaration.

Without limiting the generality of the foregoing, a twenty (20) foot strip on each Lot parallel to and along the boundary lines of the roads within Gainesville 85 Business Park is hereby reserved unto the Declarant, the Development Review Committee, and the Association, as an easement for the purpose of landscaping and installing, maintaining, and replacing landscaping and landscaping related Improvements, and ingress and egress related to such purpose. Nothing contained herein will be construed as imposing an obligation on Declarant to landscape any portion of any Lot or to maintain the landscaping on any Lot.

Section 4. “No-Build” Easement. In order to assure compliance with the building code requirements related to “Unlimited Area” buildings as set forth in Section 17 of Article VII, no building may be constructed within a strip of land running thirty (30) feet in width parallel to the boundary lines of every Lot, so that a total “No-Build Area” consisting of a strip of land sixty (60) feet in width shall at all times exist between buildings located on adjacent Lots on the Property. No structure shall project, be erected, or placed upon or above the No Build Area, other than those Improvements permitted to project and/or to be erected and/or placed upon or above required yard areas between buildings pursuant to any applicable Hall County or City of Gainesville zoning ordinances and building codes. The No Build Area shall be held, conveyed, encumbered, leased, and used subject to the restrictions, covenants, agreements, and equitable servitudes set forth in this Section 5, which are hereby declared to be for the benefit of the Property and each portion thereof. No building or other Improvements shall be constructed on any Lot in a manner which will, based on then-existing applicable Hall County or City of Gainesville zoning ordinances and building codes, either preclude the construction on an adjacent Lot of an “Unlimited Area” building, or cause an existing “Unlimited Area” building on any adjacent Lot to no longer be in conformance with my applicable zoning ordinance and building code requirements. Notwithstanding the foregoing, (a) no Owner or Occupant shall be obligated to modify or alter any existing building or other Improvements by virtue of this Section 5 due to subsequent changes in the applicable zoning ordinance, building code, or any other Governmental Requirements, and (b) upon obtaining the express prior written approval of the Development Review Committee (which shall be sought as a variance in accordance with Section 6 of Article III of this Declaration), the Owners of adjacent Lots may shift the No Build Area between such adjacent Lots, so long as a total contiguous sixty (60) feet wide No Build Area is maintained at all times between the buildings on such Lots (for example, an Owner may agree to an increased No Build Area forty (40) feet in width so that the Owner of an adjacent Lot may have an adjacent reduced No Build Area twenty (20) feet in width). Any re-allocated No Build Area shall be evidenced by a No Build Area easement amendment which shall identify the affected adjacent Lots and the location of the re-positioned No Build Area, and which shall be duly executed by the Owners of the affected adjacent Lots and recorded in the real property records of Hall County, Georgia (with a cross reference to this Declaration).

Section 6. General Access and Emergencies.

(a) Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to the portion of the Property owned by such Owner, subject to the right of the Declarant or the Association to dedicate or transfer all or any portion of the Common Areas to a Governmental Entity for public use as otherwise provided herein. An Owner’s right of

use and enjoyment in and to the Common Areas and facilities located thereon, if any (a) shall extend to the Occupants of the portion of the Property owned by such Owner, and (b) shall not give any Owner or Occupant the right of ingress or egress across any portion of the Property owned by another Owner and not a part of the Common Areas to obtain access to Common Areas.

(b) In addition to the right of the Declarant or the Association to exercise self-help as otherwise provided herein, the Declarant, until Turnover, and thereafter the Association shall have the right, but not the obligation, to enter upon any portion of Property for emergency, security, and safety reasons, which right may be exercised by the Declarant's or the Association's agents or representatives (including, without limitation, the Development Review Committee), and by all police, fire, ambulance, medical technicians, paramedic, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Declarant and the Association, and their agents or representatives (including, without limitation, the Development Review Committee), to enter any Lot to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Declarant, Development Review Committee, or the Association.

(c) No owner or any invitee, licensee or guest of any Owner shall use the roads located on or adjacent to the Property so as to obstruct the normal flow of vehicular and pedestrian access across such roads. No signs or billboards shall be placed in or along said roads unless such are previously approved in writing by the Development Review Committee.

(d) The Wetlands that exist onsite are waters of the United States and are therefore within the jurisdiction of Section 404 of the Clean Water Act (CWA) (33 U.S.C. 1344). The placement of dredged or fill material into any waterways and/or their adjacent wetlands or mechanized land clearing of those wetlands would require prior Department of the Army authorization pursuant to Section 404. Any development within the Property that could possibly impact the aquatic environment, should be coordinated with:

Department of the Army
Savannah District, Corps of Engineers
Post Office Box 889
Savannah, Georgia 314002

Section 7. Perpetuity. All easements reserved or granted in this Declaration shall be perpetual, non-exclusive easements except where the terms of this Declaration expressly provide otherwise or where the context and grant or reservation of such easement reasonably require a different interpretation. Nothing contained in the preceding sentence is intended to alter, waive, or terminate the right of the Declarant, the Association, or others to whom such right is given herein, to relocate or modify any easement in accordance with any rights provided in this Declaration.

ARTICLE IX ENFORCEMENT

Section 1. General. The Declarant, the Association, and any Owner may proceed at law or in equity to prevent the violation of any term of this Declaration. Each Owner and every Occupant shall comply with the covenants, conditions, and restrictions set forth in this Declaration, as amended from time to time.

Section 2. Declarant's and Association's Rights. The Declarant and Development Review Committee shall have the right (a) upon reasonable notice, at any time following a violation or breach of this Declaration, without any liability to the Owner or Occupant for trespass or otherwise, to appoint an agent or representative to enter upon any Lot where a violation or breach exists and abate and remove, at the expense of the Owner, any Improvement or condition as may be necessary to remedy the breach or violation or conform the Lot with the Development Guidelines; and (b) to prosecute a proceeding at law or in equity against the Owner, Occupant, or any other person or persons that violate or attempt to violate any of the terms, conditions, or restrictions imposed by this Declaration. The foregoing rights shall inure to the Association upon the incorporation of the Association. Each Owner shall be liable to and pay the Declarant, the Development Review Committee, or the Association, as the case may be, for all costs incurred related to enforcing the terms and conditions of this Declaration, including court costs and reasonable attorneys' fees. Each Owner and Occupant, if different individuals or entities, shall be jointly and severally liable for the conduct of an Occupant on any Lot.

Section 3. No Waiver. No delay or failure on the part of any aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon recurrence or continuance of the violation or the occurrence of a different violation, nor shall there be construed upon the Declarant, the Development Review Committee, or the Association an absolute duty to take any action to enforce this Declaration.

ARTICLE X AMENDMENTS

Section 1. Amendments by Declarant. Prior to Turnover, Declarant may amend this Declaration, with the exception of Article VI (which may only be changed with the consent of the City of Gainesville, even if Declarant's Rights have been assigned), by an instrument in writing filed and recorded in the records of the Clerk of Superior Court of Hall County, Georgia, without the approval of any Member or Owner of any portion of the Property, provided, however, that (a) in the event that an amendment materially alters or changes any Owner's right to the use and enjoyment of the Owner's Lot or if the amendment adversely affects the title to any Lot, the amendment shall be enforceable as to any affected Owner only upon the written consent of the Owner affected thereby, (b) in the event that an amendment adversely affects the security title and interest of any Mortgagee, the amendment shall be enforceable as to such Mortgagees only upon the approval thereof of all Mortgagees affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by any amendments permitted by this Section and further agrees that, upon receipt of a request for a consent to an amendment from the Declarant, each Owner will consent to the amendment of this Declaration or any other instruments relating to the Property so long as (x) the amendment is necessary for this Declaration to conform with any Governmental Requirement or any judicial determination otherwise in conflict with this

Declaration; (y) the amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to this Declaration, or (z) the amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

Additionally, Declarant reserves the right but not the obligation to subject to this Declaration additional property not described in the attached **Exhibit A**. Subjecting additional property may be accomplished by recording of a Supplemental Declaration describing the additional property being subjected to this Declaration.

Declarant also reserve the right to amend this Declaration for the purpose of removing and withdrawing any portion of the Property from the terms of this Declaration, whether originally submitted or subsequently subjected pursuant to the terms of this Declaration. Such withdrawal will not require the consent of any Person

Section 2. Amendments by Association. Upon the incorporation of the Association, notice of proposed amendments to this Declaration, other than those authorized by Section 1 of this Article X shall be given to each Member along with the notice for a meeting of the Association. At the noticed meeting of the Association, an amendment may be adopted by a vote of at least two-thirds (2/3) of the total votes in the Association, provided, however, that (a) in the event that an amendment materially alters or changes any Owner's right to the use and enjoyment of the Owner's Lot or if the amendment adversely affects the title to any Lot, the amendment shall be enforceable as to any affected Owner only upon the written consent of the Owner affected thereby, (b) in the event that an amendment materially and adversely affects the security title and interest of a Mortgagee, the amendment shall be enforceable as to such Mortgagee only upon the approval thereof of all Mortgagees affected thereby, and (c) any amendment proposed prior to Turnover must also be approved by Declarant. Any such amendment shall be affected by a signed instrument recorded in the records of the Clerk of Superior Court of Hall County, Georgia.

ARTICLE XI GENERAL PROVISIONS

Section 1. Coverage. This Declaration, and the terms and conditions hereof shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association, the Board, the Development Review Committee, or (except where enforcement is expressly reserved to the Association pursuant to the terms of this Declaration) by any Owner, their respective legal representatives, heirs, successors and assigns.

Section 2. Compliance. Each Owner shall strictly comply with the terms, conditions, and restrictions set forth in this Declaration, and the by-laws and any rules and regulations adopted by the Association, as the same may be lawfully amended from time to time.

Section 3. Duration. This Declaration, and the terms and conditions hereof shall remain in effect, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and any Owner for a period of twenty (20) years from the date this Declaration is first recorded in the public records of Hall County, Georgia. This Declaration shall automatically renew and be extended beyond twenty (20) years for additional successive periods of twenty (20) years each without limitation, unless and until this Declaration is terminated either (i) by execution of a notice

of termination by Declarant, if it is an Owner, and the then Owners of at least two-thirds (2/3) of the square footage of the Property (exclusive of streets, public rights-of-way, and Common Areas), with no termination effective unless the notice of termination is filed of record with the Clerk of the Superior Court of Hall County, Georgia, or other appropriate office, at least thirty (30) days prior to the expiration date of a term of this Declaration, as the same may be renewed pursuant to the terms hereof, or (ii) as otherwise may be provided by law.

Section 4. Rezoning. Every Owner, by acquiring its interest in any Lot, agrees that it will not seek any variance or administrative exception to any Governmental Requirements related to zoning or bring any action or suit to change the zoning of any portion of the Property that may materially and adversely affect any other portion of the Property without the express prior written approval of the Declarant, until the incorporation of the Association, and thereafter, the Association.

Section 5. Severability. If any term condition, or restriction in this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other term, condition, or restriction, or the application of any term, condition, or restriction which can be effectuated without the invalid provision or the application thereof.

Section 6. Governing Law. The interpretation of this Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 7. Time. Time is of the essence of this Declaration.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given an interpretation or construction which, in the opinion of the Declarant or the Association, will best effect the intent of this Declaration. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Georgia Non-Profit Corporation Code, this Declaration, or the articles of incorporation or the by-laws of the Association, the terms and provisions of the Georgia Non-Profit Corporation Code as may be applicable, this Declaration, the articles of incorporation or the by-laws, in that order, shall prevail. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case accurately expressed. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Estoppel Certificates. The Declarant (or the Development Review Committee, if Declarant has expressly delegated the right to levy Assessments to the Development Review Committee pursuant to the terms and conditions hereof), until the incorporation of the Association, and thereafter the Association, shall, upon written request (which shall not be more frequent than two (2) times during any calendar year), issue, within thirty (30) days after receipt of such request

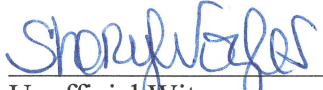
from an Owner or its mortgagee, prospective mortgagee, or prospective successor, an estoppel certificate stating, to the best of the Declarant's (or the Development Review Committee, as the case may be) or the Association's knowledge as of such date: (a) whether the Assessments as to a specified Lot have been paid and the amount of any outstanding Assessment obligation, and (b) whether any default exists under this Declaration with respect to the applicable Lot(s). If the Association states that it has knowledge of any existing defaults, the Association shall specify the nature thereof in reasonable detail.

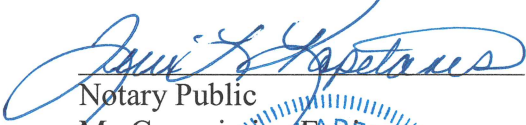
IN WITNESS WHEREOF, Declarant has set its hand and seal to this Declaration the date first above written.

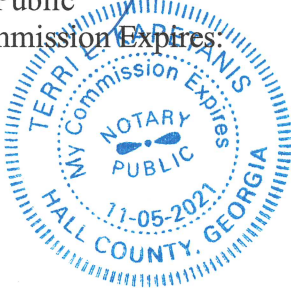
CITY OF GAINESVILLE

By: 
Bryan Lackey, City Manager

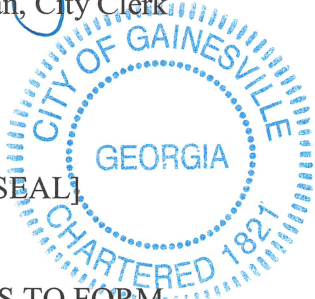
Signed, sealed and delivered
on the date above shown


Unofficial Witness


Notary Public
My Commission Expires:

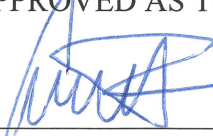


Attest: 
Denise O. Jordan, City Clerk



[AFFIX CITY SEAL]

APPROVED AS TO FORM

By: 
Abbott S. Hayes, Jr., City Attorney

SHEET INDEX

LEGEND

SEE SHEET 3

**MONROE DRIVE
S.W. TALES
(PG. 855, PG. 86)**

**ALLEN CREEK ROAD
100' W.M.**

SEE SHEET 2

LOCAL ROAD

REFERENCE

ADDITIONAL INFORMATION

NOTES

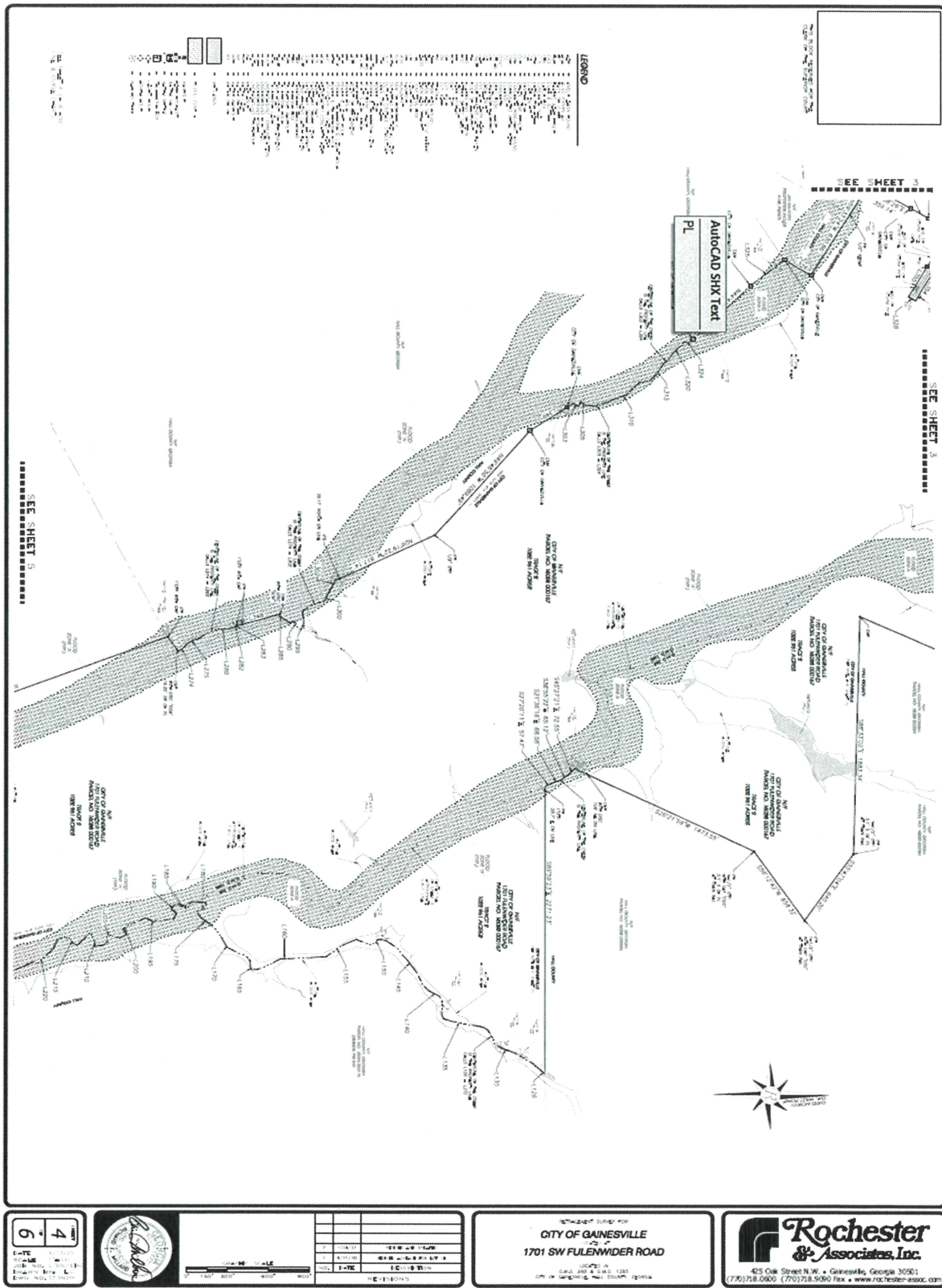
**SECTION OF A PLAT THAT FOR
CITY OF GAINESVILLE
1701 SW FULLEWIDER ROAD**

**LOCATED IN:
CLARK AND S.W. 1/4, SEC. 13, T. 39N,
R. 10W, S. 10E, CO. 10, GA.**

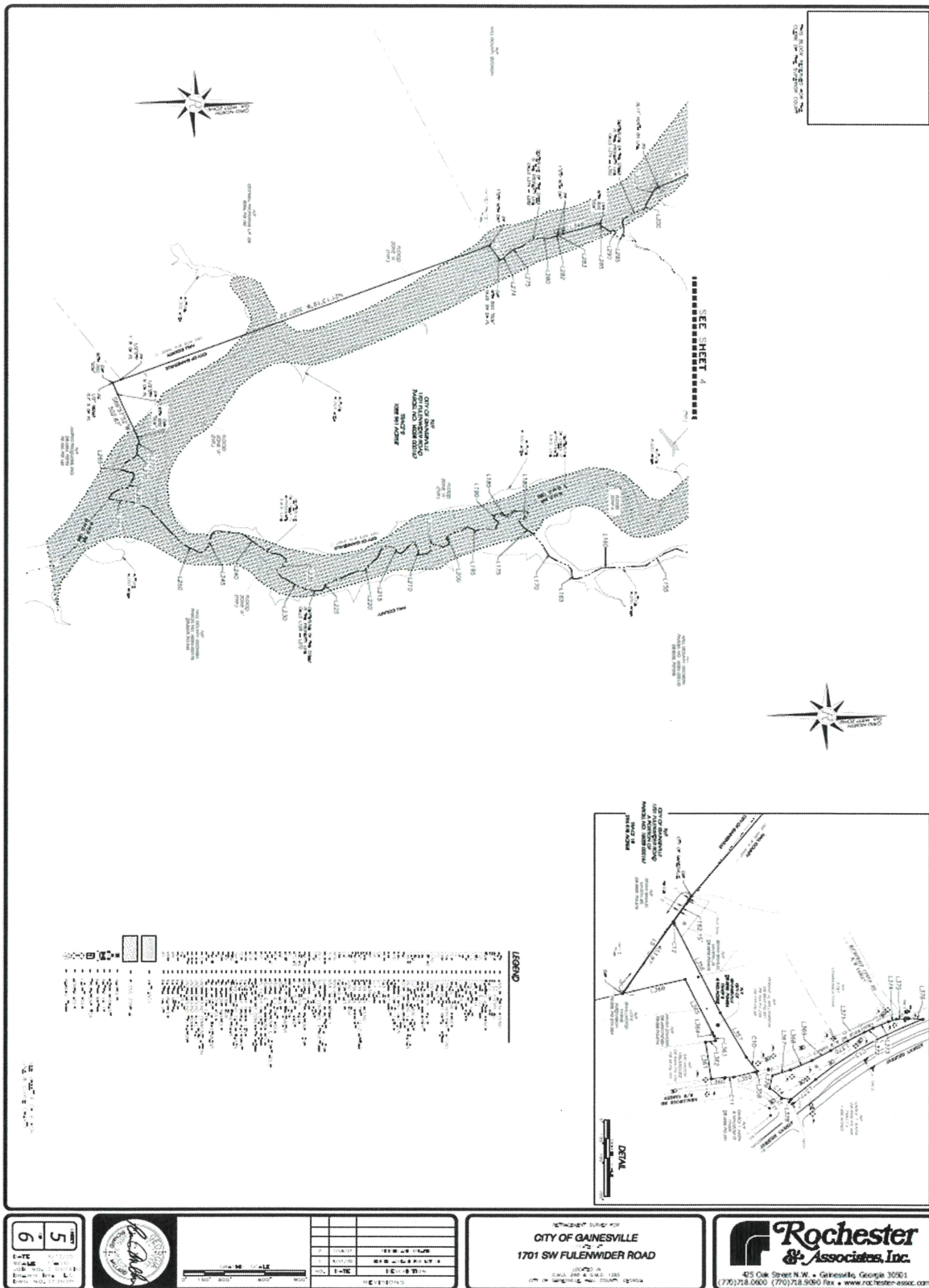
Rochester & Associates, Inc.

425 Oak Street N.W. • Gainesville, Georgia 30501
(770) 718-0800 (770) 718-5060 Fax • www.rochester-assoc.com

29



A-4



A-5

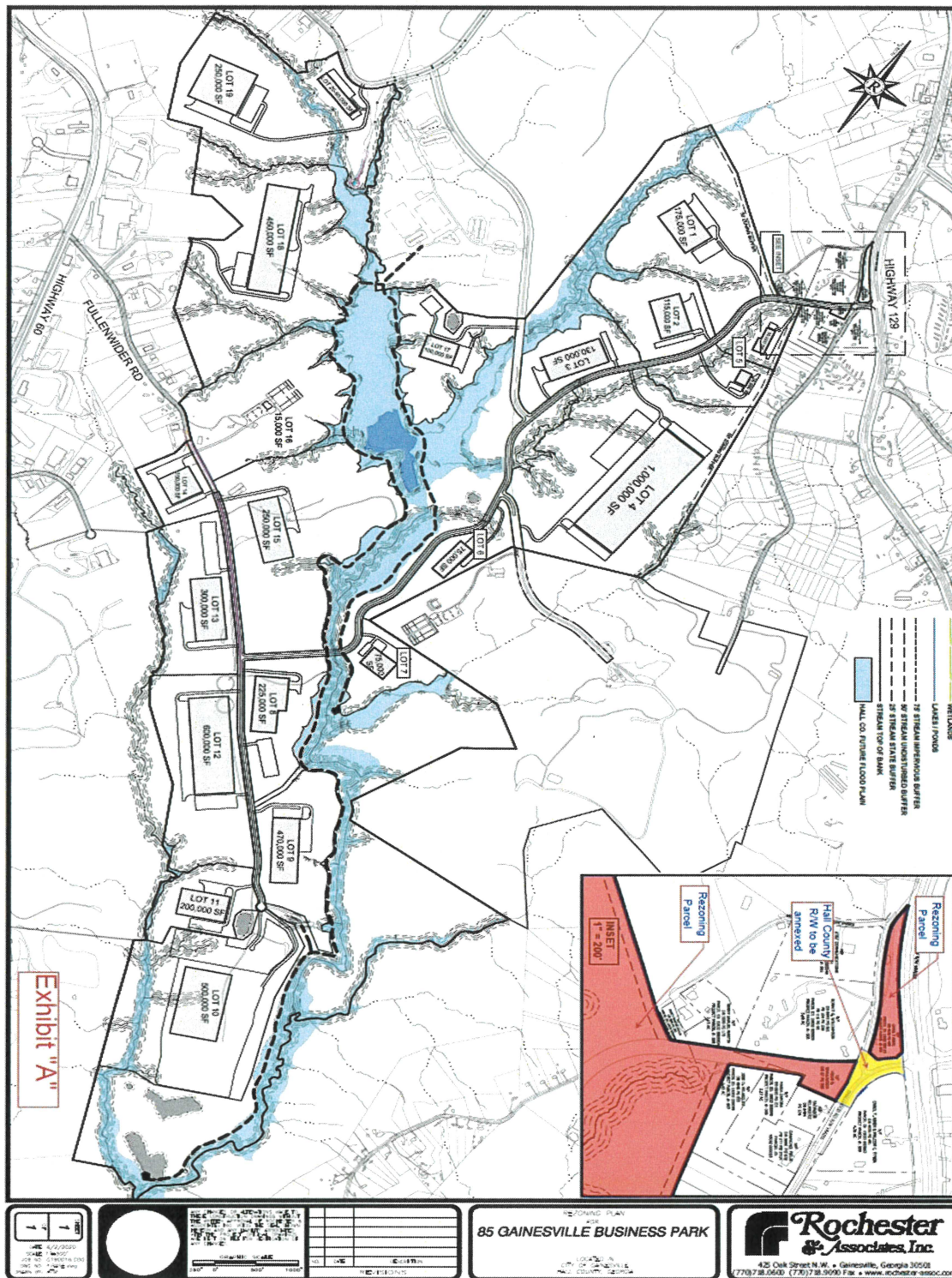


EXHIBIT C **APPROVED PLANT LIST**

TREES	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
	Deciduous Material	
	Quercus phellos	Willow Oak
	Quercus macrocarpa	Bur Oak
	Quercus nuttallii	Nuttall Oak
	Quercus accutissima	Saw Tooth Oak
	Quercus velutina	Black Oak
	Acer mbmm	Red Maple
	Acer buergerianum	Trident Maple
	Ulmus parvifolia	Lacebark Elm
	Ulmus parvifolia	Chinese Elm
	Lagerströmia indica	Crape Myrtle
	Prunus serrulata	Kwanzan Cherry
	Prunus x yedoensis	Yoshino Cherry
	Betula nigra "dura heat"	River Birch Dura Heat
	Metasequoia glyptostroboides	Dawn Redwood
	Evergreen Specimen/High Visibility Screening	
	Magnolia grandiflora	Southern Magnolia
	Cedrus deodara	Deodar Cedar
	Cryptomeria japonica	Japanese Cryptomeria
	Tsuga canadensis	Canadian Hemlock
	X Cupressocyparissus lelandii	Leyland Cypress
	Ilex x Nellie R. Stevens	Nellie R. Stevens Holly
	Ilex x attenuata "Foster's #2"	Foster Holly
	Evergreen Screening Material	
	Pinus taeda	Loblolly Pine
	Pinus thunbergiana	Japanese Black Pine
SHRUBS		
	Juniperus conferta "Blue Pacific"	Blue Pacific Juniper
	Juniperus squamata x parsonii	Parsoni Juniper
	Juniperus chinensis pfitzeriana	Nicks Compacta Juniper
	Ilex comuta	Carissa Holly
	Ilex comuta	Chinese Holly
	Ilex convexa	Compacta Holly

Hex vomitoria nana	Dwarf Yaupon Holly
Ilex burfordii nana	Dwarf Buford Holly
Ilex comuta "Rotunda"	Rotunda Holly
Hex comuta "Needlepoint" Nandina	Needle Point Holly
Domestica "Fire Power" Nandina	Fire Power Nandina
Domestica "Harbor Dwarf" Nandina	Harbor Dwarf Nandina
Domestica "Gulf Stream"	Gulf Stream Nandina
Lorepetalurn Chinensis	Lorepetalum
Ligustrum japonicurn "recurvifolia"	Ligustrum Recurvifolia
Berberus thunbergii Crimson Pygmy	Crimson Pygmy Barberry
Miscanthus giganteus	Miscanthus Grass
Raphiolepis indica	Indian Hawthorne
Chamaecyparis pisifera	Gold Thread Cypress
Cleyera Japonica	Cleyera

Large Shrubs

Juniperus Cinensis Abelia	Pfitzer Juniper
Grandiflora Forsythia	Abelia
Intermedia Euonymus	Forsythia
Alatus compacta	Winged Euonymus/Burning Bush
Ligustrum japonica	Wax Leaf Privet
Leucothoe	Florida Leucothoe
Ilex Comuta "bufordii"	Buford Holly
Viburnum Japonicurn	Virburnum
Camellia haponica	Camellia
Camellia sinensis	Tea Plant
Ilex aquifoliurn Ilex	English Holly
Latifolia Forsynthia	Lusterleaf Holly
Intermedia	Forsynthia

GROUNDCOVER

Liriope muscari	Big Blue Liriope
Ophiopogonjaponicus	Mondo Grass
Adjug reptans	Bugleflower
Aspidictra elatior	Cast-Iron Plant
Hemerocallis sp.	Daylily var.
Phlox subulate	Thrift



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 14, 2022
Date Submitted: July 15, 2022
Final Approval Date: July 15, 2022
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2022-39 Retirement Plan A Contracts for Certain Alternative Investments
Meeting Date: July 19, 2022

Purpose of Request:

To present the proposed resolution.

Facts & Issues / History & Background:

Retirement Plan A Pension Board (the "Pension Board") shall select and enter into a contract with one or more investment managers for the investment and general financial management of the Retirement Plan A Trust Fund (the "Fund"), and that such contract and all amendments thereto shall be approved by the City Council of the City of Gainesville by resolution before becoming effective as a contract.

Department Recommendation:

To approve the resolution

Department Director:

Tommy Hunt

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-39 RPA Alternative Investment Contracts
2. Cohen & Steers Letter/Agreement
3. Capital Dynamics Letter/Agreement
4. Ironsides Funds VI Onshore Subscription Agreement

RESOLUTION BR-2022-39

**Retirement Plan A Contracts
for Certain Alternative Investments**

WHEREAS, the City of Gainesville (the “City”) maintains the City of Gainesville, Georgia, Retirement Plan A (the “Plan”), which was last amended and restated effective as of January 1, 2022;

WHEREAS, the Plan provides that the Retirement Plan A Pension Board (the “Pension Board”) shall select and enter into a contract with one or more investment managers for the investment and general financial management of the Retirement Plan A Trust Fund (the “Fund”), and that such contract and all amendments thereto shall be approved by the City Council of the City of Gainesville by resolution before becoming effective as a contract;

WHEREAS, the Pension Board desires to invest a portion of the Fund (1%-10%) in alternative investments as permitted under Georgia law and the Pension Board’s Investment Policy Statement, and, with the recommendation of its Investment Advisor, enter into certain alternative investments as evidenced by applicable alternative investment partnership agreements, subscription agreements, investment agreements, and side letters (the “Contracts”); and

WHEREAS, the Pension Board recommends approval of the Contracts which have been reviewed by the Pension Board’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Gainesville hereby approves the Contracts, substantially in the form attached hereto.

BE IT FURTHER RESOLVED THAT the Mayor or City Manager and such other representatives of the City as may be appropriate are authorized and designated to execute any and all documents, letters, consents and other instruments necessary to effectuate the foregoing resolutions, including, without limitation, the execution of the contracts described above.

Adopted this _____ day of _____, 2022.

Sam Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Cohen & Steers Real Estate Opportunities Fund GP, LLC
c/o Cohen & Steers Capital Management, Inc.
280 Park Avenue, 10th Floor
New York, NY 10171

June 9, 2022

City of Gainesville Employees Retirement System A

P.O. Box 2496, Gainesville, GA 30503

300 Henry Ward Way, Suite 302, Gainesville, GA 30501

RE: COHEN & STEERS REAL ESTATE OPPORTUNITIES TE FUND, L.P.

Ladies and Gentlemen:

Reference is made to (a) the Amended and Restated Agreement of Limited Partnership of Cohen & Steers Real Estate Opportunities TE Fund, L.P., a Delaware limited partnership (the “Partnership”), dated as of June 9, 2022 (as amended from time to time, the “Partnership Agreement”); and (b) the subscription agreement with the City of East Point Employees Retirement Plan (the “Investor”) relating to the purchase of limited partnership interests in the Partnership (the “Subscription Agreement” and, together with the Partnership Agreement, collectively, the “Subscription Documents”). This letter agreement (the “Letter Agreement”) is an agreement contemplated by Section 21.17 of the Partnership Agreement and is being executed and delivered to confirm certain agreements with respect to the investment by the Investor in the Partnership. Capitalized terms used and not defined herein shall have the meanings given to them in the Subscription Documents.

1) Indemnification. The Investor represents to the General Partner that it is a local retirement system in Georgia, subject to the Constitution and laws of the State of Georgia. The Investor has advised the General Partner and the Partnership that (i) the Investor is prohibited under Georgia law from entering into a contractual agreement that contemplates indemnification of third parties (*see* Ga. Const. Art. VII, Sec. IV, Par. VIII; Ga. Const. Art. III, Sec. VI, Par. VI; 1980 Op. Att’y Gen. 80-67; Op. Att’y Gen. 74-115), and (ii) indemnification provisions have also been determined to be invalid as unauthorized attempts to contractually waive a municipality’s sovereign immunity (*see* 1980 Op. Att’y Gen. 80-67) (those laws and determinations described in clauses (i) and (ii), collectively, the “Applicable Law”). In consideration of the foregoing, the General Partner acknowledges and agrees that all direct indemnification obligations and provisions under the Subscription Documents shall not be enforceable against or applicable to the Investor or its Interest in the Partnership to the extent such enforcement is prohibited by Applicable Law, except that the Investor shall be liable for any loss or damages resulting directly from any material breach of a representation, warranty or agreement made by the Investor in its Subscription Agreement or this Letter Agreement. Nothing in this paragraph shall be construed to compromise

or limit the contractual liability of the Investor to make Capital Contributions to the Partnership in accordance with the Subscription Documents, including pursuant to Section 7 of the Partnership Agreement.

2) Most Favored Nation. The General Partner agrees that it will not enter into a side letter agreement or similar agreement with a limited partner of the Partnership or other parallel vehicle investing alongside the Partnership (an “Other Investor”) that has a capital subscription equal to or less than the Investor’s Capital Subscription that has the effect of establishing rights in favor of, or otherwise benefiting, such Other Investor in a manner more favorable in any material respect than the rights and benefits established in favor of the Investor, unless the Investor will be entitled to the rights and benefits granted to such Other Investor under such side letter agreement or similar agreement to the extent the Investor has agreed to be subject to all of the obligations such Other Investor has agreed to in exchange for such rights and benefits. The General Partner will send to the Investor any side letter provisions or similar agreements following the Fundraising Termination Date and the Investor may, within 30 days of receipt of such side letter provisions or similar agreements, elect to receive the rights or benefits in such side letter agreements or similar agreements and assume any corresponding obligations related to such rights or benefits by notifying the General Partner in writing of its desire to receive such rights or benefits and assume any such obligations. Notwithstanding the foregoing, this provision shall not apply to: (a) any rights or benefits established in favor of an Other Investor by reason of the fact that such Other Investor is subject to any laws, rules, regulations, treaties, decrees, governmental orders or policies to which the Investor is not also subject or such Other Investor has different tax, ERISA, legal or regulatory status than the Investor; (b) any rights or benefits granted to (i) the General Partner or its respective Affiliates, directors, shareholders, partners, members, advisors, employees or agents or (ii) Cohen & Steers Capital Management, Inc. or its respective Affiliates, directors, shareholders, partners, members, advisors, employees or agents; (c) any other “most favored nations” provision; (d) any rights or benefits granted to a particular “Multi-Product Investor” (which for purposes hereof shall mean an Other Investor together with one or more of its Affiliates admitted to the Partnership and one or more other investment vehicles and/or managed accounts sponsored or advised by the Adviser or any of its Affiliates (any such other investment vehicle and/or managed account, an “Other Manager Product”) pursuant to an integrated overall arrangement with the Adviser) in connection with its admission to the Partnership and one or more Other Manager Products; (e) any rights with respect to co-investments alongside the Partnership; (f) any confidentiality rights or benefits or disclosure rights or benefits as a result of specific factual circumstances or established disclosure policies applicable to an Other Investor; (g) any agreement to provide specialized or additional reporting to an Other Investor; (h) any rights to appoint an Advisory Committee representative or observer; or (i) any economic rights or benefits granted to an Other Investor as a result of being admitted to the Partnership on or prior to June 9, 2022. For purposes of this Paragraph 1, (x) an investor’s (including the Investor’s) capital subscription shall be deemed to include the aggregate capital subscriptions of its Affiliates to the Partnership and (y) an investor’s (including the Investor’s) capital subscription and date of admission shall be deemed to include the aggregate capital subscriptions and earliest in time date of admission of other investors in the Partnership sharing the same investment adviser, sponsor or other person acting in a similar capacity or which have investment advisers, sponsors, or similar persons that are Affiliates of one another (including such investor’s capital subscription and date of admission).

3) Management Fee Reduction. Notwithstanding the definition set forth in Section 22.1 of the Partnership Agreement, in consideration of the Investor's admission to the Partnership on or prior to June 9, 2022, the General Partner hereby agrees that, solely as applied to the Investor's Interest, (i) "Direct Investment Management Fee Rate" shall mean 1.25% per annum.

4) Carry Reduction. Notwithstanding the definition set forth in Section 22.1 of the Partnership Agreement, in consideration of the Investor's admission to the Partnership on or prior to June 9, 2022, the General Partner hereby agrees that, solely as applied to the Investor's Interest, "Profit Share Percentage" shall mean 12.5%.

5) Cornerstone Co-Investment.

a) The General Partner acknowledges that the Investor desires the opportunity to co-invest with the Partnership by being offered the co-investment opportunities described in Section 10.4 of the Partnership Agreement. In connection with the foregoing, the General Partner hereby agrees to first offer all co-investment opportunities to investors admitted to the Partnership on or prior to [June 9], 2022 (the "Cornerstone Investors") up to an amount equal to, in the aggregate as among all Cornerstone Investors, \$500,000,000.00 (the "Cornerstone Co-Invest Amount").

b) In connection with each co-investment opportunity offered to the Investor, the General Partner shall deliver to the Investor a written investment summary (an "Investment Summary") describing the co-investment opportunity and the anticipated co-investment amount available to the Investor and such other materials as the General Partner determines in its sole discretion. The Investor will have no less than five (5) Business Days (unless exigent circumstances require a shorter period as determined by the General Partner in its sole discretion) from the date it receives the Investment Summary (the "Evaluation Period") to notify the General Partner that it elects to participate in such co-investment opportunity (the "Opt-In Notice") subject to confirmatory due diligence; provided, such Opt-In Notice shall become binding two (2) Business Days prior to any deadline for response set by the underlying sponsor of the co-investment opportunity. The submission of the Opt-In Notice by the Investor shall be irrevocable. If the Investor does not deliver an Opt-In Notice by the expiration of the Evaluation Period, the Investor will be deemed to have elected not to participate in such co-investment opportunity. The Investor acknowledges and agrees that all information disclosed to it pursuant to this paragraph will at all times remain the property of the Partnership and that no disclosure to the Investor of such information will be construed as granting any rights, by license or otherwise, to any such information, and such information is subject to Section 21.9 of the Partnership Agreement.

c) The Investor acknowledges and agrees that (i) co-investment opportunities are subject to the Adviser's investment allocation policies and dependent on market conditions, (ii) after offering, in the aggregate, the Cornerstone Co-Investment Amount to Cornerstone Investors, the General Partner is not obligated to allocate all or any part of any co-investment opportunity to the Investor or inform the Investor of co-investment opportunities offered to other persons or entities, (iii) each co-investment opportunity offered to the Cornerstone Investors shall reduce the Cornerstone Co-Invest Amount regardless of whether the Investor elects to participate; (iv) co-investment opportunities may not be available, (v) the General Partner may not be able to

provide the Investor with co-investment opportunities in the aggregate equal to the full amount of the Cornerstone Co-Invest Amount and (vi) the ultimate decision as to whether or not (or the amount) the Investor may participate in any co-investment opportunity may be made by the underlying sponsor of the co-investment opportunity and the Investor may be prohibited or otherwise limited from participating in a co-investment opportunity by the underlying sponsor of such co-investment opportunity even after such opportunity is offered to the Investor by the General Partner and/or the Adviser. Further, the General Partner and the Investor each acknowledge that the Investor shall be under no obligation to participate in any co-investment opportunities presented to it by the General Partner.

6) Conflicts. This Letter Agreement supplements the Subscription Documents and, to the extent of any conflict between the Subscription Documents and this Letter Agreement, the terms hereof shall control. In all other respects, the Subscription Documents shall control.

7) Entire Agreement. Except as set forth in Paragraph 2 above, this Letter Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior letters and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

8) Term and Assignment. This Letter Agreement shall remain in effect, with respect to the Investor, for as long as the Investor is a Limited Partner (who is not a Defaulting Limited Partner) in the Partnership. The rights and benefits inuring to the Investor hereunder may not be assigned and no such rights or benefits shall survive a Transfer by the Investor of its Interest.

9) Amendments. This Letter Agreement may be amended and the observance of any provision may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the mutual written consent of each of the parties hereto.

10) Counterparts. This Letter Agreement may be executed in counterparts, each one of which shall be deemed an original and all of which together shall constitute one and the same Letter Agreement.

11) Governing Law. This Letter Agreement shall be governed by and construed in accordance with laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction, except that such matters in this Letter Agreement that relate specifically to Georgia law shall be interpreted by the laws of the State of Georgia.

[Signature Page Follows]

Please confirm your acceptance by countersigning the Letter Agreement in the space provided below.

**Cohen & Steers Real Estate Opportunities TE Fund,
L.P.**

By: Cohen & Steers Real Estate Opportunities Fund
GP, LLC, its general partner

By: _____
Name:
Title:

**Cohen & Steers Real Estate Opportunities Fund GP,
LLC**

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED TO:

City of Gainesville Employees Retirement System A

By: _____
Name: Bryan Lackey
Title: City Manager

By: _____
Name: Jeremy Perry
Title: CFO

CAPITAL DYNAMICS MID-MARKET DIRECT V (US), LP

10 East 53rd Street, 17th
Floor New York, NY
10022

_____, 2022

City of Gainesville, Georgia, Retirement Plan A
300 Henry Ward Way
Suite 303, P.O. Box 2496
Gainesville, GA, 30501

Re: Capital Dynamics Mid-Market Direct V (US), L.P. (the "**Partnership**")

Ladies and Gentlemen:

Reference is hereby made to the Amended and Restated Limited Partnership Agreement of Capital Dynamics Mid-Market Direct V (US) LP., a Delaware limited partnership (the "**Partnership**"), dated 9 January 2020 between Capital Dynamics (US) GP IV, L.P. (the "**General Partner**"), CD Associates LP and the limited partners thereof (as amended, restated and supplemented from time to time, the "**Partnership Agreement**").

City of Gainesville, Georgia, Retirement Plan A (the "**Investor**") is, contemporaneously herewith, subscribing for a limited partner interest in the Partnership and, assuming satisfaction of the conditions contained in the subscription agreement executed by the Investor and acceptance thereof by the Partnership and the General Partner (the "**Subscription Agreement**") and any conditions to admission set forth in the Partnership Agreement, will become a Limited Partner in the Partnership. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Partnership Agreement.

In consideration of the Investor becoming a Limited Partner in the Partnership pursuant to the Subscription Agreement and the Partnership Agreement, and for so long as the Investor is a Limited Partner and not a Defaulting Partner, the General Partner, hereby agrees with the Investor as follows:

1. Limitation on Indemnification.

- 1.1 The Investor represents that: (i) it is a local retirement system in the State of Georgia and is subject to the constitution and laws of the State of Georgia; (ii) it is prohibited under Georgia law from entering into a contractual agreement that contemplates indemnification by the Investor of third parties (pursuant to Ga. Const. Art. VII, Sec. IV, Par. VIII; Ga. Const. Art. III, Sec. VI, Par. VI; 1980 Op. Att'y Gen. 80-67; Op. Att'y Gen. 74-115); and (iii) indemnification provisions have been determined to be invalid as unauthorized attempts to contractually waive a municipality's sovereign immunity (pursuant to 1980 Op. Att'y Gen. 80-67) (such laws and determinations described in the foregoing (ii) and (iii) being collectively, the "**Applicable Law**"). In reliance on the foregoing and only for so long as it remains true and accurate, the General Partner agrees that all indemnification obligations and provisions under the Subscription Agreement and Partnership Agreement (as contemplated by clause 20.8 (*Limitation by Law*) of the Partnership Agreement) shall not be enforceable against or applicable to the Investor or its Interest in the Partnership. The Investor

agrees to notify the General Partner as soon as reasonably practicable if the Applicable Law is amended, overridden or ceases to apply to the Investor.

1.2 The Investor acknowledges and agrees that nothing herein will relieve the Investor: (A) from its responsibility for the truth and accuracy of its representations, warranties and covenants in the Investor's Subscription Agreement, the Partnership Agreement, this letter agreement or any other agreement or document signed by the Investor in relation to its investment in the Fund; (B) from its obligations under clause 4.1 (*Investors*) of the Partnership Agreement and, subject to clause 20.8 (*Limitation by Law*) of the Partnership Agreement, that nothing herein shall limit the authority of the Partnership to indemnify Indemnified Persons out of Partnership Assets pursuant to clause 20 (*Exculpation and Indemnification*) of the Partnership Agreement; (C) from its obligations to make subscriptions or other payments in accordance with the terms and conditions of the Partnership Agreement and/or its Subscription Agreement, including its obligation to comply with any Drawdown Notice issued in accordance with, and subject to the terms of, the Partnership Agreement; and (D) from its obligations to fulfil any other contractual duties and obligations as set forth in the Partnership Agreement, its Subscription Agreement, this letter agreement and any other agreement or document signed by the Investor in relation to its investment in the Fund.

1.3 The Investor further agrees that the contents of this letter agreement and in particular this paragraph 1 shall be kept confidential pursuant to paragraph 2(l) below and clause 21.1 of the Partnership Agreement and further agrees to ensure that its representatives, advisers and agents also keep such contents confidential.

2. Miscellaneous.

(a) *Binding Agreement; Enforceability.* The General Partner hereby agrees that the terms of this letter agreement are binding upon, and in full force and effect against, the Investor, the Partnership and the General Partner.

(b) *Governing Law.* Except to the extent the terms hereof require interpretation, application or enforcement of a law, regulation or public policy of the State of Georgia or the Investor's rights or immunities as a governmental instrumentality specifically referenced herein, in which case the laws of the State of Georgia shall govern, this letter agreement shall be expressly governed by, and construed in accordance with, the laws of the State of Delaware.

(c) *Successors and Assigns.* The terms hereof shall be binding upon and inure to the benefit of any of the Investor's permitted successors or assigns and shall be binding upon any successor or assign of any of the General Partner or the Partnership.

(d) *Term.* The provisions of this letter agreement shall be suspended in the event that and for so long as (a) the Investor fails to maintain a Commitment equal to at least the Commitment made pursuant to the Subscription Agreement or (b) the Investor is a Defaulting Partner pursuant to the Partnership Agreement or is in default under the governing document of any Parallel Fund or Alternative Vehicle. This letter agreement shall terminate in its entirety when the Investor ceases to be a Limited Partner.

(e) *Severability.* Each provision of this letter agreement is considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes herein is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to existing or future applicable law, such invalidity shall not impair the operation of or

affect those provisions herein that are valid. In that case, this letter agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this letter agreement shall be construed to omit such invalid or unenforceable provisions.

- (f) *Letter Agreement Supplements and Modifies Partnership Agreement.* This letter agreement supplements and modifies the Partnership Agreement, as applicable between the Investor and the General Partner, and the Subscription Agreement. As so supplemented and modified, each of the Partnership Agreement and the Subscription Agreement remains in full force and effect, and the terms of this letter agreement shall not be interpreted to restrict or limit, in any manner, the rights of the Investor as a Limited Partner under the Partnership Agreement, or its successor and assigns.
- (g) *Conflicts.* In the event of any conflict between this letter agreement, the Subscription Agreement or the Partnership Agreement, the terms of this letter agreement will control with respect to the Investor.
- (h) *No Waiver.* No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this letter agreement shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy under this letter agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- (i) *Headings.* The headings contained in this letter agreement are for convenience and reference purposes only and shall not be deemed to alter or affect in any way the meaning or interpretation of any provisions of this letter agreement.
- (j) *Amendments.* This letter agreement may not be modified or amended or the rights of any party hereunder waived unless such modification, amendment or waiver is effected by a written instrument expressly modifying, amending or waiving this letter agreement or the rights of a party hereunder, which instrument is executed by each of the parties hereto.
- (k) *Counterparts.* This letter agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement.
- (l) *Other Miscellaneous.* Notwithstanding any other provision of this letter agreement, no action shall be required to be taken by the General Partner or its Associates if such action would materially and adversely affect the Partnership or the other Partners or would be inconsistent with the General Partner's duties to the Partnership and the other Partners. For the avoidance of doubt, the contents of this letter agreement shall be kept confidential pursuant to clause 21.1 of the Partnership Agreement.

If the foregoing is acceptable, please executed this letter where indicated below:

CAPITAL DYNAMICS MID-MARKET DIRECT V (US) L.P.

By: Capital Dynamics (US) GP IV, L.P.

By: _____

Name:

Title:

Acknowledged and agreed:

CITY OF GAINESVILLE, GEORGIA RETIREMENT PLAN A

By: _____

Name: Jeremy Perry

Title: Chief Financial Officer

By: _____

Name: Bryan Lackey

Title: City Manager

SUBSCRIPTION BOOKLET
FOR
LIMITED PARTNERSHIP INTERESTS
IN
IRONSIDES PARTNERSHIP FUND VI, L.P.
IRONSIDES CO-INVESTMENT FUND VI, L.P.
DELAWARE LIMITED PARTNERSHIPS
“IRONSIDES VI”

DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION DOCUMENTS

Prospective investors must complete all of the subscription documents (the “Subscription Documents”) contained in the package in the manner described below relating to Ironsides Partnership Fund VI, L.P. (the “Partnership Fund”), and Ironsides Co-Investment Fund VI, L.P. (the “Co-Investment Fund”). Unless expressly stated otherwise in this Subscription Agreement and incorporated agreements, representations and warranties, terms with capitalized initial letters have the meaning ascribed to them in the section titled “Definitions” in Appendix A to Exhibit B. For purposes of these Subscription Documents, the “Purchaser” is the person or entity for whose account the Interests are being purchased. Another person or entity with investment authority may execute the Subscription Documents on behalf of the Purchaser, but should indicate the capacity in which it is doing so and the name of the Purchaser. Please read the Subscription Agreement in its entirety.

PLEASE CHECK EACH BOX TO INDICATE YOU HAVE COMPLETED EACH PORTION OF THE SUBSCRIPTION DOCUMENTS.

1. *Subscription Agreement:*

- ☒ *All Purchasers: Completed, dated and signed the signature page to the Subscription Agreement.*
- ☒ *All Purchasers: Completed the Plan Asset Questionnaire which follows the signature page to the Subscription Agreement (Exhibit A).*

2. *Investor Questionnaire:*

- ☐ *Individuals, Grantors of Revocable Trusts, single-member limited liability companies or other entities treated as individuals for federal income tax purposes: Completed the Investor Questionnaire for Individuals and Grantors of Revocable Trusts (Exhibit B-1).*
- ☒ *All other Entities: Completed the Investor Questionnaire for Entities (Exhibit B-2).*

3. *Electronic Consent to Delivery of K-1:*

- ☒ *All Purchasers: Completed the consent to electronic delivery of Schedules K-1. (Exhibit C).*

4. *Anti-Money Laundering (AML) Questionnaire:*

- ☒ *All Purchasers: Completed the AML Questionnaire (Exhibit D).*
- ☒ *All Purchasers: Attached all AML documentation required by Exhibit D.*

5. *Applicable Tax Forms:*

- ☒ *All Purchasers: Completed, dated and signed all applicable tax forms. Please complete the applicable U.S. Internal Revenue Service (“IRS”) Forms W-9, W-8BEN, W-8BEN-E, W-8IMY, W-8EXP, W-8ECI **available at www.irs.gov**. Please date and sign such form on the same date as the signature page of the Subscription*

Agreement. If delivering a Form W-8IMY, the Purchaser must deliver executed withholding forms for each of its beneficial owners.

6. *Delivery of Subscription Documents:* Please return an originally executed copy of the completed and executed Subscription Agreement, Investor Questionnaire, Anti-Money Laundering Questionnaire, and applicable tax forms to:

John J. Guinee
The Ironsides Funds
c/o Ironsides VI GP, LLC
300 Brickstone Square
Andover, MA 01810
Telephone: (978)-749-9600
Facsimile: (978)-749-9669
Email: jguinee@concp.com and LP-Onboarding@concp.com

With a copy to:

Lauren Stewart, Esq.
Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
Telephone: (617) 951-7256
Email: CCP-Legal@ropesgray.com

Inquiries regarding subscription procedures should be directed to Kayla Duffey at (212) 596-9420, Kaitlin Mitchell at (617) 951-7533 or Lauren Stewart at (617) 951-7256.

IRONSIDES PARTNERSHIP FUND VI, L.P. IRONSIDES CO-INVESTMENT FUND VI, L.P.

SUBSCRIPTION AGREEMENT

This Subscription Agreement, together with all exhibits hereto (the “Agreement” or the “Subscription Agreement”), is by and among Ironsides Partnership Fund VI, L.P. (the “Partnership Fund”), and Ironsides Co-Investment Fund VI, L.P. (the “Co-Investment Fund”), each a Delaware limited partnership (collectively, the “Ironsides Funds”), Ironsides VI GP, LLC, a Delaware limited liability company (the “General Partner”) and the undersigned subscriber (the “Purchaser”), and shall be effective as of the date it is accepted by the General Partner and the Partnership Fund or the Co-Investment Fund. As used herein, the “Fund” shall mean the investment fund to which the Purchaser is subscribing, as listed in the Investor Questionnaire (for the avoidance of doubt, the Purchaser may elect to subscribe to either or both Ironsides Funds and the term “Fund” is used throughout this Subscription Agreement in reference of either or both, as applicable). Each of the Ironsides Funds is a limited partnership formed under the laws of Delaware, and from and after the date of the Closing (as defined below) shall be governed by an amended and restated limited partnership agreement, as the same may be modified in accordance with the terms of any amendment or supplement thereto or restatement thereof (collectively, the “Partnership Agreements”). As used herein, the “Partnership Agreement” shall mean the partnership agreement for the Fund to which the Purchaser is subscribing, as listed in the Investor Questionnaire. Capitalized terms used herein without definition have the meanings set forth in the Partnership Agreements. The General Partner, for itself and on behalf of the Fund, hereby agrees with the Purchaser as follows:

1. Sale and Purchase of Limited Partnership Interests. Subject to the terms and conditions hereof, and in reliance upon the representations and warranties of the respective parties contained herein, upon the acceptance of this Agreement by the counter-signature hereof by the General Partner for itself and on behalf of the Ironsides Fund(s) to which you are subscribing (hereinafter, the “Fund”), (a) the Fund agrees to sell to the Purchaser named on the Subscription Agreement Signature Page (“Signature Page”) and the Purchaser irrevocably subscribes for and agrees to purchase from the Fund an interest as a limited partner in the Fund (an “Interest”), (b) the Purchaser agrees to become a limited partner of the Fund (a “Limited Partner”) and to be bound by the terms and conditions of the Partnership Agreement, and (c) the Fund and the General Partner agree that the Purchaser shall be admitted as a Limited Partner, in each case on the date of the Closing and upon the terms and conditions, and in consideration for its agreement to be bound by the terms and provisions, of the Partnership Agreement and this Subscription Agreement, with a capital commitment to the Fund in the amount equal to the amount set forth above the Purchaser’s signature at the end of this Subscription Agreement (the Purchaser’s “Capital Commitment”). However, notwithstanding the amount subscribed for, the General Partner reserves the right, in its sole discretion, to reduce the amount of the Purchaser’s Capital Commitment. Furthermore, the General Partner reserves the right to reject any subscription in whole or in part for any reason (including in connection with the anti-money laundering, FATCA or other compliance activities of the Fund and its affiliates), or to allocate subscriptions in such manner as it deems appropriate. The Purchaser understands that, except as provided under applicable law, this subscription is irrevocable, but that the Purchaser’s execution and delivery of this Subscription Agreement will not constitute an agreement between the Fund and the Purchaser until this Subscription Agreement is accepted on behalf of the Fund and, if not so accepted, the Purchaser’s subscription and the Purchaser’s obligations hereunder will terminate.

2. Other Subscription Agreements. The Fund has entered into or expects to enter into separate subscription agreements (the “Other Subscription Agreements” and, together with this Agreement, the “Subscription Agreements”) with other purchasers (the “Other Purchasers”), providing for the sale to the Other Purchasers of Interests and the admission of the Other Purchasers as Limited

Partners at the Closing. Each of the Subscription Agreements is a separate agreement, and the sales of Interests to the Purchaser and the Other Purchasers are to be separate sales.

3. Closing. The closing (the “Closing”) of the sale to the Purchaser, and the subscription for and purchase by the Purchaser, of an Interest in the Fund, and the Purchaser’s admission as a Limited Partner of the Fund, shall take place on such date and at such time as the General Partner shall accept this Subscription Agreement on behalf of the Fund (the date of the Closing being hereinafter referred to as the “Closing Date”). At the Closing, the General Partner will list the Purchaser as a Limited Partner in the records of the Fund following the execution and delivery of the Signature Page by the Purchaser or an authorized agent.

4. Representations and Warranties of the General Partner. The General Partner represents and warrants with respect to each Ironsides Fund to which the Purchaser is subscribing that:

(a) Formation and Standing. The Fund is a limited partnership duly formed, legally existing and in good standing under the laws of the State of Delaware. The General Partner is a limited liability company duly formed, legally existing and in good standing under the laws of the State of Delaware. The Fund’s Partnership Agreement has been duly executed and delivered on behalf of the General Partner and constitutes the legal, valid and binding obligation of the General Partner, enforceable against the General Partner in accordance with its terms, except to the extent that the enforcement of the rights and remedies created thereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) Authorization of Agreement, etc. The execution, delivery and performance of this Subscription Agreement have been authorized by all necessary limited partnership action on behalf of the Fund, and this Subscription Agreement is a legal, valid and binding agreement of the Fund, enforceable against the Fund in accordance with its terms. The execution, delivery and performance of the Partnership Agreement by the General Partner have been authorized by all necessary limited liability company action on behalf of the General Partner, and the Partnership Agreement, is a legal, valid and binding agreement of the General Partner, enforceable against the General Partner, in accordance with its terms.

(c) Offer of Interests. None of the Ironsides Funds nor anyone acting on the Fund’s behalf has taken or will take any action that would subject the issuance and sale of the Interests to the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

(d) Securities Laws. Based on the representations of the Purchaser set forth herein and the representations of the Other Purchasers in the Other Subscription Agreements, the Fund is not required to register the Interests under the Securities Act and the Fund is not required to register as an “investment company” under the Investment Company Act of 1940, as amended (the “Investment Company Act”).

5. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to each Fund to which the Purchaser is subscribing and the General Partner that:

(a) Authorization of Purchase, etc. If the Purchaser is an entity, the Purchaser has been duly formed and validly exists in good standing under the jurisdiction of its organization with full power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the Partnership Agreement, and to subscribe for and purchase an Interest in the Fund. If the Purchaser is an individual, the Purchaser has full power and authority to execute, deliver

and perform his or her obligations under this Subscription Agreement and the Partnership Agreement, and to subscribe for and purchase an Interest in the Fund. The Purchaser's purchase of an Interest in the Fund and such Purchaser's execution, delivery and performance of this Subscription Agreement and the Partnership Agreement have been authorized by all necessary action on the Purchaser's behalf, and this Subscription Agreement and the Partnership Agreement are the Purchaser's legal, valid and binding obligations, enforceable against the Purchaser in accordance with their respective terms, and such execution, delivery and performance does not materially conflict with, or constitute a default under, any instruments governing the Purchaser, any law, regulation or order, or any agreement to which the Purchaser is a party or by which it may be bound. In addition, the Purchaser is not a partnership, common trust fund, special trust, pension fund, retirement plan or other entity in which the partners or participants, as the case may be, may designate the particular investments to be made or the allocation thereof, determine whether or how much to invest in particular investments or are consulted as to the desirability of investing in particular investments. If the Purchaser is a partnership, common trust fund, special trust, pension fund, retirement plan or other entity, all partners and participants participate in all investments of the Purchaser *pro rata* in accordance with their interests.

(b) Access to Information. The Purchaser has received, carefully read and understood the Partnership Agreement and the Private Offering Memorandum of the Fund (the "Memorandum") outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Fund. The Purchaser has considered the Fund's illiquid nature within the context of its total portfolio, and understands and can bear the various risks of an investment in the Fund. The Purchaser's investment in the Interests is consistent with its investment purposes, objectives and cash flow requirements and will not adversely affect its overall need for diversification and liquidity. The Purchaser acknowledges that it is not subscribing pursuant hereto for the Interests as a result of or subsequent to (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (or similar media), (ii) any seminar or meeting whose attendees, including the Purchaser, had been invited as a result of, subsequent to or pursuant to any of the foregoing, or (iii) any solicitation by a person not previously known to the Purchaser in connection with investments generally.

The Purchaser has been provided an opportunity to obtain any additional information concerning the offering, the Fund and all other information to the extent the Fund or the General Partner possesses such information or can acquire it without unreasonable effort or expense, and has been given the opportunity to ask questions of, and receive answers from, the General Partner concerning the terms and conditions of the offering and other matters pertaining to this investment. The Purchaser made its own decision to make an investment in the Fund and has not relied on any advice regarding its decision to make such investments in the Fund by such Fund, the General Partner or any affiliate thereof.

With regard to the tax, legal, economic and other considerations relating to the Purchaser's investment in the Ironsides Funds, the Purchaser is relying only on the advice of, and has consulted only with, its own professional advisors.

(c) No Reproduction or Distribution. The Purchaser has not reproduced, duplicated or delivered the Memorandum, the Partnership Agreement or this Subscription Agreement to any other person, except its professional advisers or as permitted by the General Partner.

(d) Limited History, etc. The Purchaser understands that: (1) the Fund has no financial and operating history; (2) no regulatory agency or authority (including any securities regulatory agency or authority or securities exchange) has reviewed the Memorandum or the private placement of the Interests or has made any finding or determination as to the fairness of the business terms of an investment in the Fund; and (3) the representations, warranties, agreements, undertakings and acknowledgments made by the Purchaser in this Subscription Agreement will be relied upon by the Fund

and the General Partner in determining the Purchaser's suitability as a purchaser of an Interest and the Fund's compliance with federal and state securities laws, and shall survive the Purchaser's admission as a Limited Partner of the Fund.

(e) Evaluation of and Ability to Bear Risks. The Purchaser has such knowledge and experience in financial affairs that it is capable of evaluating the merits and risks of purchasing an Interest and of making an informed investment decision regarding the purchase of an Interest, and the Purchaser has not relied in connection with this investment upon any representations, warranties or agreements other than those set forth in this Subscription Agreement, the Memorandum and the Partnership Agreement. The Purchaser's financial situation is such that the Purchaser can afford to bear the economic risk of holding the Interests for an indefinite period of time, and can afford to suffer the complete loss of its investment in the Interests.

(f) Accredited Investor. The Purchaser represents and warrants that it is an "accredited investor" (as defined in Regulation D of the Securities Act). In furtherance of the representation set forth in this paragraph (f), the information set forth in the Investor Qualification Subscription Booklet (together with the Anti-Money Laundering (AML) Questionnaire, the "Subscription Booklet") hereto regarding the Purchaser's status as an "accredited investor" is true and correct. The Purchaser understands that the Interests have not been registered under the Securities Act or any state securities laws and may not be assigned, sold or otherwise transferred without registration under the Securities Act or any relevant state securities laws or exemption therefrom; and that the Partnership has no obligation or intention to register any of the Interests under the Securities Act or state securities laws, or to permit sales pursuant to Regulation A under the Securities Act.

(g) Qualified Purchaser. The Purchaser represents and warrants that it is a "qualified purchaser" (as defined in the Investment Company Act), having obtained all consents necessary to be treated as such. To ensure that the Purchaser is a "qualified purchaser" for purposes of Section 3(c)(7) of the Investment Company Act and related rules promulgated by the SEC, the Purchaser confirms that it has not been formed, reformed or recapitalized for, and is not operated for, the specific purpose of purchasing the Interests or an interest in any other issuer, nor for the purpose of circumventing the registration requirements of the Investment Company Act, and has not invested more than 40% of its total subscribed capital in any single entity, including the Fund, and its shareholders, members, partners, grantors, trustees or other beneficiaries or owners (or any other persons or entities having a relationship similar to any of the foregoing), as the case may be, have not contributed additional capital for the purpose of purchasing the Interests. In furtherance of the representation set forth in this paragraph (g), the information set forth in the Subscription Booklet hereto regarding the Purchaser's status as a "qualified purchaser" is true and correct. The Purchaser hereby consents to the treatment of the Fund as a "qualified purchaser" for purposes of Section 3(c)(7) of the Investment Company Act with respect to any and all possible future investments whether or not known or contemplated at this time, and if the Purchaser is a corporation, partnership, trust, limited liability company or other form of entity, the Purchaser hereby represents that it has obtained all consents, if any, required by subparagraph (C) of Section 2(a)(51) of the Investment Company Act and related rules promulgated by the U.S. Securities and Exchange Commission ("SEC") in order for the Fund to be treated as a "qualified purchaser" with respect to any such investment.

(h) Qualified Client. The Purchaser is a "qualified client" (as defined in Rule 205-3 of the Investment Advisers Act).

(i) Investor Qualification Statement. The answers, statements and information set forth in the Subscription Booklet hereto which have been completed and delivered by the Purchaser as part of this Subscription Agreement, are true, correct and complete, and the Purchaser agrees to notify the General Partner immediately upon becoming aware that any of the answers, statements or

information contained therein or elsewhere in this Subscription Agreement were untrue at the time they were made. The Purchaser acknowledges that the General Partner is relying on the information in such Subscription Booklet in deciding whether to accept the subscription of the Purchaser.

(j) Purchase for Investment. The Purchaser is acquiring the Interests to be purchased by it pursuant to this Subscription Agreement for its own account (except as provided in section 6 hereof) and not with a view to or for sale in connection with any distribution, assignment or fractionalization (either directly or indirectly) of all or any part of such Interest. The Purchaser understands that it must bear the economic risk of an investment in an Interest for an indefinite period of time because, among other reasons, the offering and sale of the Interests have not been registered under the Securities Act and, therefore, the Interests cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser also understands that transfers are further restricted by the provisions of the Partnership Agreement, and may be restricted by applicable state and non-U.S. securities laws.

(k) Securities Laws. The Purchaser acknowledges and understands that the offering and sale of interests in the Fund has not been registered under the Securities Act in reliance on the exemption contained in Section 4(a)(2) thereof and the provisions of Rule 506 of Regulation D promulgated thereunder and cannot be resold without registration under the securities laws of any state or any other jurisdiction and that neither the Memorandum nor the Partnership Agreements have been subject to review or comment by the SEC or any state securities commission or any similar body or agency of any other jurisdictions.

(l) Investment Company Act; Beneficial Ownership, etc. The Purchaser understands that the Fund will not register as an investment company under the Investment Company Act, nor will the Fund make a public offering of its securities within the United States. The Purchaser understands that the Fund will comply with Section 3(c)(7) of the Investment Company Act, which permits private investment funds (such as the Ironsides Funds) to sell their interests, on a private placement basis, to an unlimited number of investors that are “qualified purchasers” under the Investment Company Act. The Purchaser has not been formed, organized, reorganized, capitalized or recapitalized for the purpose of acquiring the Interests, the Purchaser’s Capital Commitment is less than or equal to 40% of its total assets, the Purchaser’s stockholders, partners, members or other beneficial owners do not have and will not have individual discretion as to their participation in particular investments made by the Fund, and the Purchaser is not a participant-directed defined contribution plan. If the Purchaser is unable to make any of the representations set forth in the preceding sentences of this Section 5(l), the Purchaser shall have so indicated to the General Partner in writing and shall have provided the General Partner at least five business days prior to the date hereof with evidence (including opinions of outside counsel, if requested by the General Partner) satisfactory in form and substance to the General Partner relating to compliance with the Securities Act, the Investment Company Act, and such other matters as the General Partner shall request. The Purchaser understands and agrees that the representations and warranties set forth in this Section 5(l) shall be deemed repeated and reaffirmed by the Purchaser as of each date that the Purchaser is required to make a contribution of capital to the Fund pursuant to the Partnership Agreement, and if at any time during the term of the Fund the representations and warranties set forth in this Section 5(l) shall cease to be true, the Purchaser shall promptly notify the General Partner. Purchaser consents to, and has taken all necessary action in order to consent to, the Fund being a “qualified purchaser” under the Investment Company Act in connection with its investment activity.

(m) ERISA Status. Unless the Purchaser has otherwise indicated in the “Plan Asset Questionnaire” section of this Subscription Booklet, none of the Purchaser’s assets consist of, or will consist of, assets (“Plan Assets”) of (i) any “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, including the rules and regulations promulgated thereunder (“ERISA”), that is subject to Part 4 of Subtitle B of Title I of ERISA,

(ii) any “plan” described in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder (the “Code”), such as IRAs (as defined below) and “Keogh” plans, or (iii) assets of any other entity (including certain insurance company general and separate accounts, and collective investment funds), whose underlying assets include assets of a plan or plans described in clauses (i) or (ii) by reason of the plan’s investment in such entity.

If the Purchaser has indicated in the “Plan Asset Questionnaire” section of this Subscription Booklet (or the representations in the preceding paragraph cease to be true with respect to the Purchaser) that its assets include Plan Assets, then the person executing this Subscription Agreement on behalf of the Purchaser (the “Fiduciary”) represents and agrees that:

- (i) the Purchaser is not investing the assets of a participant-directed defined contribution plan;
- (ii) the Purchaser is not investing the assets of an employee benefit plan that is both voluntary and contributory;
- (iii) the purchase of Interests in the Fund is in accordance with the documents and instruments governing the plan(s) whose assets the Purchaser is investing in the Fund (the “Plan”), including any investment guidelines applicable to such plan(s) or the Fiduciary, and no investment guidelines, restrictions or proxy voting policies otherwise applicable to the assets of the Plan shall apply to the assets invested in the Fund;
- (iv) the Purchaser’s commitment to purchase Interests in the Fund does not, in the aggregate, constitute more than 10% of the fair market value of the assets of the plan(s) whose assets the Purchaser is investing;
- (v) if the Purchaser is subject to Title I of ERISA, (A) the purchase of Interests in the Fund is consistent with the Fiduciary’s duties under ERISA, (B) the investment in the Fund constitutes the appointment, in accordance with the written instruments governing the Plan, of the Investment Manager as an “investment manager” as defined in Section 3(38) of ERISA, with respect to the assets of such plan(s) invested in the Fund for all such periods as the Fund is deemed to hold Plan Assets, and (C) the Fiduciary will be solely responsible for satisfying at all times (with respect to the Purchaser’s assets) the 10% limitation, if applicable, on “qualifying employer securities” and “qualifying employer real property” under Section 407(a)(2) of ERISA, taking into account any investment by the Fund, and that the Investment Manager will not to any extent be responsible therefor;
- (vi) the purchase of Interests in the Fund will not constitute a non-exempt “prohibited transaction” under ERISA or Section 4975 of the Code;
- (vii) the decision to invest the assets of the Purchaser in the Fund was made by the Fiduciary without the advice or counsel of the General Partner, the Investment Manager, Constitution Capital Partners, LLC (“CCP”), the Ironsides Funds or any of their employees, members, stockholders, partners, representatives, agents or Affiliates, and the Fiduciary has not relied on any advice or recommendation of any of the foregoing;

- (viii) none of the General Partner, the Investment Manager, CCP, the Ironsides Funds or any of their employees, members, stockholders, partners, representatives, agents or Affiliates has exercised any discretionary authority or control with respect to the investment by the Purchaser in the Fund, nor have any of the foregoing rendered individualized investment advice to the Purchaser based upon the Purchaser's investment policies or strategy or diversification goals; and
- (ix) the Purchaser will make reasonable efforts to deliver to the General Partner, in writing, any information, not otherwise available to the General Partner, which the General Partner has reasonably determined to be necessary in order to avoid violations of any provision of ERISA or Section 4975 of the Code, and promptly will notify the General Partner, in writing, of any change in the information so furnished; without limiting the generality of the foregoing, in the event that the Fund notifies the Fiduciary that the Fund will be deemed to hold Plan Assets (as determined by the Investment Manager) the Fiduciary agrees to provide the Investment Manager with a true and complete list (which the Fiduciary agrees it will promptly update as any changes or additions occur from time to time) of all (A) fiduciaries with authority to select and retain the Interests as an investment for the Plan and (B) all such fiduciaries' "affiliates" (as determined under Prohibited Transaction Class Exemption 84-14, as amended from time to time).

The Purchaser acknowledges that in view of developments in the law and applicable regulations, or for other reasons, the General Partner may require additional information from the Purchaser to comply with or remain exempt from the requirements of ERISA and the Code, or similar requirements, and the Purchaser therefore agrees (i) to notify the General Partner promptly whenever there has been a change that would affect the representations or information set forth herein or in the Subscription Booklet, and (ii) to provide additional information and representations reasonably requested by the General Partner from time to time to determine whether the Fund is treated as holding plan assets subject to ERISA or the Code, or similar requirements. The Purchaser acknowledges that the General Partner will rely on the information and representations given by the Purchaser, including those set forth herein and in the Subscription Booklet and those that may hereafter be given by the Purchaser, in determining whether assets of the Fund include assets subject to ERISA and the Code, or similar requirements.

(n) Laws Similar to ERISA. If the Purchaser is subject to any U.S. federal, state, local or non-U.S. or other law or regulation similar to ERISA or Section 4975 of the Code (each, a "Similar Law"), (i) the acquisition of the Interests will not constitute a non-exempt prohibited transaction under, or otherwise violate, such Similar Law, and (ii) the acquisition of the Interests will not cause the Fund or the Investment Manager to become subject to such Similar Law;

(o) Legal Counsel. The Purchaser understands that Ropes & Gray LLP, and with respect to Delaware law matters, Smith, Katzenstein & Jenkins, LLP act as counsel to the Fund and as counsel to the General Partner and its affiliates. The Purchaser also understands that no legal counsel has been engaged by the General Partner to protect or represent the interests of the Purchaser with respect to the Ironsides Funds, the General Partner or the preparation of documentation for the Ironsides Funds. The Purchaser acknowledges that the Purchaser's interests will not be represented by legal counsel unless the Purchaser engages legal counsel on its own behalf.

(p) Certain Trusts. In the event that the grantor or settlor of a grantor or revocable trust, which is a Purchaser, revokes the trust, such grantor/settlor acknowledges and agrees that it shall thereafter be liable for all the obligations of the trust as a Purchaser. The Purchaser represents and warrants that each grantor/settlor has agreed to the foregoing. The Purchaser also represents that any

representations and warranties made in this subscription booklet in respect of such trust are also true and correct in respect of the grantor or settlor of such trust.

(q) Individual Retirement Account. If the Purchaser is an individual retirement account (an “IRA”), the Purchaser has indicated that in its Subscription Booklet, and the Purchaser and the contributor to the IRA (the “IRA Owner”) acknowledge, confirm and agree that (i) Purchaser has, and at all relevant times will have, sufficient funds available to fulfill any and all capital contributions or other payment obligations required as a condition to Purchaser’s investment in the Ironsides Funds or required pursuant to the Partnership Agreement, as well as any additional obligations or liabilities that may arise in connection with such investment in the Ironsides Funds; (ii) the IRA Owner is solely responsible for maintaining sufficient funds in the IRA to fulfill any and all capital contributions or other payments required as a condition to Purchaser’s investment in the Ironsides Funds or required pursuant to the Partnership Agreement, as well as any obligations or liabilities that may arise in connection with such investment in the Ironsides Funds; and (iii) the IRA Owner’s ability to contribute funds to the IRA, or to satisfy the IRA’s obligations out of funds unrelated to the IRA, may be subject to certain restrictions, and the IRA Owner may be required to liquidate IRA investments, other than the investment in the Ironsides Funds, in order to fulfill the IRA’s Capital Commitment to or other payment obligations towards the Fund.

(r) Freedom of Information Act Matters. The Purchaser is not, and does not act on behalf of any person or entity, which is subject to the United States Freedom of Information Act, as amended, any other comparable law or regulation applicable to governments and their instrumentalities in the United States or in any other jurisdiction or any other legal or contractual requirement with similar effect.

(s) Information Requests. The Purchaser will provide the General Partner with such information, waivers, documentation and representations as it may reasonably request from time to time (including, without limitation, information with respect to the Purchaser’s identity, citizenship, residency, tax status, business, control or ownership, including with respect to the direct and indirect owners or beneficiaries of the Purchaser) as the General Partner determines is necessary or advisable to permit the Ironsides Funds, the General Partner or any affiliate thereof to evaluate and comply with any legal, regulatory and tax requirements (including but not limited to with respect to withholding taxes imposed by any jurisdiction, requirements under Section 1446(f) of the Code, or requirements in connection with any tax audit), as well as any informational reporting, disclosure or other similar requirements, applicable to the Ironsides Funds, the General Partner or any affiliate thereof, the Purchaser’s investment in the Ironsides Funds or any of the investments (or proposed investments) to be made by the Ironsides Funds. The Purchaser agrees that any such information, waivers, documentation and representations shall be true, correct, and complete in all material respects and may be disclosed as necessary or advisable to comply with any such requirements.

(t) Privacy Notice. If the Purchaser is a natural person (or an entity that is an “alter ego” of a natural person (*e.g.*, a revocable grantor trust, an individual retirement account or an estate planning vehicle)), the Purchaser acknowledges that it has received and read a copy of the initial privacy notice with respect to the General Partner’s collection and maintenance of non-public personal information regarding the Purchaser attached hereto as Exhibit E, and the Purchaser hereby requests and agrees, to the extent permitted by applicable law, that the General Partner shall refrain from sending to the Purchaser (i) an annual privacy notice, as contemplated by 16 CFR Part 313, §313.5 (the Federal Trade Commission’s Final Rules regarding the Privacy of Consumer Financial Information), provided that the General Partner shall keep an annual privacy notice with the books and records of the business and such annual privacy notice shall be available to the Purchaser upon its request, and (ii) any other information regarding the customer relationship, as contemplated by 16 CFR Part 313, §313.9(e)(2). The Purchaser understands that, at any time subsequent to the date hereof, it may elect to receive any information

contemplated by clauses (i) and (ii) above, but only to the extent that the General Partner is required by applicable law to deliver such information, by providing reasonable prior written notice to the General Partner to such effect.

(u) Anti-Money Laundering. The Purchaser acknowledges that the Fund seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of such efforts, the Purchaser hereby represents, warrants and agrees that:

- (i) No consideration that the Purchaser has contributed or will contribute to the Fund, in whatever manner, has been or shall be derived from, or related to, any activity that is deemed criminal or unlawful under United States law;
- (ii) No consideration that the Purchaser has contributed or will contribute to the Fund, in whatever manner, shall cause the Fund or the General Partner or any entity that maintains a Private Banking Account for the Partnership to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Act of 1986 or any other applicable law or regulation related to money laundering or similar activities to which the Fund or the General Partner may from time to time be subject, including without limitation the United States International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the U.K. Proceeds of Crime Act of 2002, and the respective regulations issued thereunder; and
- (iii) Neither the Purchaser nor (in the case of a Purchaser which is an entity) any Related Person (as defined below) is:
 - (A) A person or entity whose name appears on the List of Specifically Designated Nationals and Blocked Persons maintained by the United States Office of Foreign Asset Control or other list designated by the General Partner from time to time;
 - (B) A Foreign Shell Bank (as defined below);
 - (C) A person or entity resident in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction or Territory (as defined below);
 - (D) A Senior Foreign Political Figure (as defined below), any member of a Senior Foreign Political Figure's immediate family or any Close Associate (as defined below) of a Senior Foreign Political Figure;
 - (E) Resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 as warranting special measures or due diligence due to money laundering concerns; or

(F) A Politically Exposed Person.

The Purchaser further represents and warrants that its subscription funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an “offshore bank,” or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction or Territory.

The Purchaser shall promptly notify the General Partner if any of the representations in this Section 5(u) cease to be true and accurate with respect to the Purchaser.

The Purchaser agrees to provide to the General Partner any additional information that the General Partner, in its sole discretion, deems necessary or appropriate to ensure that the Fund, the General Partner, or any entity that maintains a Private Banking Account for the Fund complies with all applicable laws, rules, or regulations concerning money laundering and similar activities.

The Purchaser understands and agrees that, notwithstanding anything to the contrary contained in this Subscription Agreement or the Partnership Agreement, if at any time it is discovered that any of the foregoing representations in this Section 5(u) are incorrect, or if otherwise required by applicable law or regulation related to money laundering and similar activities, the General Partner may, in its sole discretion, undertake appropriate actions to ensure compliance with applicable law or regulation, including but not limited to freezing, segregating or redeeming the Purchaser’s subscription in the Fund.

The Purchaser further understands that either the Fund or the General Partner may release confidential information about it and, if applicable, any underlying beneficial ownership, to proper authorities or any entity that maintains a Private Banking Account for the Fund if the General Partner, in its sole discretion, determines that it is in the best interests of the Fund in light of relevant laws, rules or regulations concerning money laundering and similar activities.

As used in this Section 5(u), the following terms shall have the following meanings:

“Close Associate” means, with respect to a Senior Foreign Political Figure or a Politically Exposed Person, a person who is widely and publicly known internationally to maintain an unusually close relationship with the Senior Foreign Political Figure or Politically Exposed Person, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure or Politically Exposed Person.

“Foreign Bank” means an organization that (i) is organized under the laws of a country outside the United States; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

“Foreign Shell Bank” means a Foreign Bank without a physical presence in any country, but does not include a Regulated Affiliate.

“Non-Cooperative Jurisdiction or Territory” means any foreign country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task

Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization ceases to concur.

“Politically Exposed Person” means individuals who are or have been entrusted with prominent public functions in a foreign country, including heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials, and family members or Close Associates of any of the foregoing.

“Private Banking Account” means an account (or any combination of accounts) that: (i) requires a minimum aggregate deposit of funds or other assets of not less than \$1,000,000; (ii) is established on behalf of one (1) or more individuals who have a direct or beneficial ownership interest in the account; and (iii) is assigned to, or is administered or managed by, in whole or in part, an officer, employee, or agent of a financial institution acting as a liaison between the financial institution and the direct or beneficial owner of the account.

“Regulated Affiliate” means a Foreign Shell Bank that (a) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a physical presence in the United States or a foreign country; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

“Related Person” means any interest holder, director, senior officer, trustee, beneficiary or grantor of an entity; provided that in the case of an entity that is publicly traded or is a qualified pension or retirement plan, the term “Related Person” shall exclude any interest holder holding less than 5% of any class of securities of such publicly traded company and beneficiaries of such qualified pension or retirement plan.

“Senior Foreign Political Figure” means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned commercial enterprise. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure, as well as family members and Close Associates of Senior Foreign Political Figures.

(v) Certain Marketing Considerations. The Purchaser understands and acknowledges that each of the Fund, the General Partner and the Investment Manager has taken reasonable steps to comply with the law and practice governing the marketing and offering of Interests in the Purchaser’s home jurisdiction (the “Jurisdiction”) which may be relevant to the offering of the Interests. The Purchaser has taken professional advice to confirm or is otherwise satisfied that there is no rule of law and/or practice in the Jurisdiction (a) that would preclude the Purchaser from participating in the offering of the Interests and subscribing for interests in the Fund and (b) to the reasonable knowledge of the Purchaser, with which the Fund, the General Partner or the Investment Manager has not complied to enable it to market and offer the Interests to the Purchaser lawfully or otherwise give the Purchaser the right to claim (i) rescission from, (ii) any award for damages with respect to or (iii) seek any similar remedies with respect to this Subscription Agreement, the Partnership Agreement or any other agreement relating to the Partnership.

6. Trustee, Agent, Representative or Nominee. If the Purchaser is acting as trustee, agent, representative or nominee for a subscriber (a “Beneficial Owner”), the Purchaser understands and acknowledges that the representations, warranties and agreements made herein are made by the Purchaser (A) with respect to itself and (B) with respect to the Beneficial Owner. The Purchaser further represents

and warrants that it has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement. To the extent permitted by applicable law, the Purchaser also agrees to indemnify the Fund, the General Partner and their officers and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Purchaser's misrepresentation or misstatement contained herein, or the assertion of the Purchaser's lack of proper authorization from the Beneficial Owner to enter into this Subscription Agreement or perform the obligations hereof.

7. Amendments and Waivers. This Subscription Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Purchaser and the General Partner, for itself and on behalf of the applicable Fund.

8. Survival of Representations and Warranties. All representations, warranties and covenants contained herein or made in writing by the Purchaser or by or on behalf of the Fund to which the Purchaser is subscribing (or both, as applicable) or the General Partner in connection with the transactions contemplated by this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement, any investigation at any time made by or on behalf of the Fund or the Purchaser, and the issue and sale of Interests.

9. Successors and Assigns. This Subscription Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto and it is understood that the Purchaser may not assign this Subscription Agreement without the consent of the General Partner.

10. General Certification. All information which the Purchaser has provided to the Fund or the General Partner concerning the Purchaser, its status, financial position and knowledge and experience of financial, tax and business matters, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete, to the knowledge thereof, as of the date set forth herein.

The Purchaser represents that all the information, financial or otherwise, which the Purchaser has furnished to the Fund or the General Partner in connection with this subscription, or which is set forth herein, including all waivers, representations, warranties and agreements contained herein, is correct and complete as of the date of this Subscription Agreement, and if there should be any material change in such information, or in the event that such information becomes inaccurate, obsolete, or expires, the Purchaser will immediately notify the Fund and the General Partner and furnish such revised or corrected information to the General Partner.

The Purchaser agrees that the representations, warranties and agreements contained in this Subscription Agreement, and all other information regarding the Purchaser set forth herein, may be used as a defense in any actions relating to the Fund or the offering of the Interests, and that it is only on the basis of such representations, warranties, agreements and other information that the General Partner may be willing to accept the Purchaser's subscription for the Interests.

11. Tax Certification. The Purchaser certifies under penalty of perjury that (a) the taxpayer identification number provided under the Purchaser's signature is correct, (b) the Purchaser's taxable year end as represented in the Investor Questionnaire is true and correct, and any change in such taxable year-end must be reported promptly to the Fund and the General Partner in writing, and (c) the Purchaser has furnished to the Fund a valid and appropriate IRS Form W-8 (including Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8EXP or Form W-8IMY or successor forms, as applicable) ("W-8") or IRS Form W-9 or successor form ("W-9"), as applicable. The Purchaser agrees that, promptly

upon the occurrence of any change in circumstances that causes any information on its W-9 or W-8, as applicable, to be incorrect (or if such form becomes obsolete or expires), the Purchaser will notify the General Partner and will within twenty days of such change (or such form becoming obsolete or expiring or under any circumstances as requested by the General Partner) execute and deliver to the Fund a new W-9 or W-8, as applicable. The Purchaser should consult its own tax advisor with respect to these obligations. The Purchaser agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent compliance with FATCA by the Fund or any affiliate thereof, including, but not limited to, the Purchaser's provision of any requested information, waivers, documentation, or representations, as applicable. The Purchaser agrees to furnish to the Fund such additional certification, forms and/or documentation as the General Partner may from time to time request, including to ensure that the Fund, the General Partner, any Alternative Investment Vehicle or any entity in which the Fund or an Alternative Investment Vehicle makes an investment complies with the requirements of FATCA, and to notify the General Partner immediately of any change in the information provided in the Investor Questionnaire or such additional certification, forms and/or documentation. The Purchaser acknowledges that such information, certification, forms and/or documentation may be shared with government authorities and other third parties in order to comply with any legal, regulatory, tax (including withholding tax), disclosure or similar requirements applicable to the Fund, an Alternative Investment Vehicle, the General Partner, any Affiliate thereof or any investments made by the Fund and to avoid or minimize the direct or indirect imposition of any tax (including any withholding tax). The Purchaser agrees that in the event the Purchaser does not timely provide any information, waivers, documentation and/or representations requested by the Fund, an Alternative Investment Vehicle, the General Partner, or any affiliate thereof or if the Purchaser fails to comply with its obligations pursuant to FATCA, the Fund may, at its sole option and in addition to all other remedies available at law or in equity or pursuant to the Partnership Agreement, cause the Purchaser to withdraw from the Fund or such Alternative Investment Vehicle, prohibit in whole or in part the Purchaser from participating in additional investments and/or deduct from such Purchaser's account and retain amounts sufficient to indemnify and hold harmless the Fund, the General Partner and any of the Fund's other agents (including but not limited to the Administrator) or any other Purchaser/investor (including any beneficial owner thereof) from any and all withholding taxes, interest, penalties and other losses or liabilities suffered by any such person on account of any action or inaction on the part of the Purchaser and/or its beneficial owners, including the Purchaser's failure to timely provide any requested information, waivers, representations and/or documentation (such amounts, "Withholding Tax Costs"); provided that the foregoing indemnity shall be in addition to and supplement any other indemnity provided under the Partnership Agreement or this Subscription Agreement. The Purchaser agrees to indemnify the Fund to the extent that such Withholding Tax Costs exceed the amount that the Fund is able to deduct from the Purchaser's account. This indemnification shall survive the Purchaser's death or disposition of its Interests in the Fund. For purposes of this Subscription Agreement, "FATCA" means Sections 1471 through 1474 of the Code and the U.S. Treasury Regulations thereunder, including any successor provisions, subsequent amendments and administrative guidance thereunder, any applicable intergovernmental agreement and related statutes, regulations or rules, and any agreement entered into by or with respect to the Fund (or any of its affiliates) and/or any similar tax information exchange arrangements, rules or laws of the United States or similar or related non-U.S. laws (including the OECD Standard for Automatic Exchange of Financial Account Information – the Common Reporting Standard) (including, in each case, any amendments thereto and any guidance issued thereunder).

The Purchaser is not purchasing the Interests with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Purchaser that any such benefits will be available as a result of its acquisition, ownership or disposition of the Interests.

In addition to, and not in limitation of, the other restrictions on assignment and transfer contained herein and in the Partnership Agreement, the Purchaser has not assigned or transferred and will not assign or transfer any interest in the Fund (or any interest therein) on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are

described in Code Section 7704 and the Treasury Regulations thereunder. The Purchaser specifically intends and agrees that (i) the Fund shall be classified as a partnership for U.S. federal income tax purposes and not as a “publicly traded partnership” within the meaning of Section 7704 of the Code and (ii) that for U.S. federal, state and local income tax purposes the partners of the Fund shall constitute partners of the Fund and that their rights and obligations as partners of the Fund for U.S. federal, state and local income tax purposes are such as are set forth in the Partnership Agreement. The Purchaser agrees that it will not make any elections or take any other action that would cause the relationship of the partners of the Fund under the Partnership Agreement to be excluded from the application of all or any part of Subchapter K of Chapter 1 of Subtitle K of the Code or from similar provisions of state law or the law of any foreign jurisdiction.

The following representations are included with the intention of enabling the Fund to qualify for the benefit of a “safe harbor” under Treasury Regulations Section 1.7704-1(h) from treatment of the Fund as an entity subject to corporate income tax. *Either:*

- (i) The Purchaser (or, if the Purchaser is a disregarded entity for U.S. federal income tax purposes, the first entity in its chain of ownership that is regarded for U.S. federal income tax purposes) is not a partnership, grantor trust, or Subchapter S corporation under U.S. federal income tax classification rules, *or*
- (ii) The Purchaser (or, if the Purchaser is a disregarded entity for U.S. federal income tax purposes, the first entity in its chain of ownership that is regarded for U.S. federal income tax purposes) is a partnership, grantor trust, or Subchapter S corporation, but (A) none of the Purchaser’s (direct or indirect) beneficial owners will have on the date of the Purchaser’s admission or thereafter substantially all of the value of its direct or indirect interest in the Purchaser attributable to the Purchaser’s Interest in the Ironsides Funds and (B) satisfaction of the 100-partner limitation described in Treasury Regulations Section 1.7704-1(h)(1)(ii) is not a principal purpose of the use of this tiered arrangement (e.g., a partnership investing in the Fund).

The Purchaser acknowledges and agrees that (A) if the Purchaser is a flow-through entity or disregarded entity for U.S. federal income tax purposes, any change that causes such entity to cease to be treated as a flow-through entity or disregarded entity for U.S. federal income tax purposes, respectively, will be treated as a transfer of such Purchaser’s interests for purposes of the applicable Partnership Agreement, (B) if the Purchaser is not a flow-through entity or disregarded entity, any change that causes such entity to be treated as a flow-through entity or disregarded entity for U.S. federal income tax purposes, respectively, will be treated as a transfer of such Purchaser’s interests for purposes of the applicable Partnership Agreement and (C) if as a result of a transfer, directly or indirectly, of all or any part of the ownership interests in the Purchaser (including as a result of the issuance of an interest in the Purchaser or a direct or indirect owner thereof), any part of the interests of such Fund would be treated as being transferred within the meaning of Treasury Regulations Section 1.7704-1(a)(3), such transfer will be treated as a transfer of such Purchaser’s interests for purposes of the applicable Partnership Agreement and shall not be undertaken without the prior written consent of the General Partner.

12. Partnership Basis Adjustments. The Purchaser agrees to provide any additional documents and information that the Fund or the General Partner, in its discretion, requests concerning any tax return or filing, any tax compliance documentation, tax exemption (or reduction) applications or any similar tax documentation that the General Partner determines should be made in respect of the Fund or on behalf of investors in the Fund. In particular, the Purchaser agrees (i) to provide promptly to the Fund upon request any information deemed necessary for the Fund to comply with its obligations to make basis adjustments required under Code Sections 734 or 743, including, without limitation, the information specified in Treasury Regulations Section 1.743-1(k) and (ii) if the Purchaser is required to adjust its tax

basis in its interest in the Fund pursuant to Code Section 734 or 743, or transfers part or all of its interest in the Fund in a sale or exchange that may result in an adjustment with respect to the Fund pursuant to Code Section 743, the Purchaser will promptly advise the Fund of all details relating to such adjustment or transfer that may be necessary in the reasonable judgment of the General Partner for the Fund to comply with its obligations under Code Section 734 or 743 (including, without limitation, the information specified in Treasury Regulations Section 1.743-1(k)(2)), and will reimburse the Fund for any expenses incurred by the Fund with respect to any tax basis adjustments the Fund may as a result be required to make.

13. Electing Investment Partnerships. If the General Partner determines (and notifies the Purchaser) that the Fund will elect to be an “electing investment partnership”, the Purchaser will use its reasonable best efforts to (i) take such actions as the General Partner may reasonably request to ensure that the Fund qualifies as an electing investment partnership, and (ii) provide the Fund with any information that may be necessary to allow the Fund to comply with its obligation to make any basis adjustments required under Code Section 734 or 743 and with its obligations under Code Section 6031(f) with respect to any portion of an interest in the Fund that is or has been held by the Purchaser.

14. Indemnification. The Purchaser hereby undertakes that the representations and warranties made by the Purchaser in this Agreement are true and accurate. The Purchaser agrees to provide such information and to take such other actions as may be necessary or advisable for the Fund, as reasonably determined by the General Partner from time to time, to verify the accuracy of the Purchaser’s representations and warranties herein or to comply with any law or regulation to which the Fund may be subject. The Purchaser understands the meaning and legal consequences of the representations, warranties, acknowledgements, agreements and information contained in this Agreement, and unless and except as expressly prohibited by law, hereby agrees to indemnify and hold harmless the Fund and any Indemnitee (as such term is used in the Partnership Agreement), in each case to the fullest extent permitted by law, against any loss, liability, claim, damage or expense whatsoever (including, without limitation, any expense reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty (including those on the signature pages hereto) or any breach or failure by the Purchaser to comply with any covenant or agreement made by the Purchaser herein or in any other document furnished by the Purchaser to any of the foregoing in connection with this transaction.

15. Power of Attorney. The Purchaser constitutes and appoints the General Partner or any of its officers (and any substitute or successor General Partner of the Fund or any officer thereof or of the Fund) with full power of substitution, each acting individually, as the true and lawful representative of the Purchaser and attorney-in-fact, in the Purchaser’s name, place and stead, without limitation, to perform all of the actions described in the Partnership Agreement and:

(a) to receive and pay over to the Fund on behalf of the Purchaser, to the extent set forth in the Partnership Agreement, all funds received hereunder;

(b) to complete or correct, on behalf of, and at the direction of, the Purchaser, all documents to be executed by the Purchaser in connection with the Purchaser’s subscription for Interests in the Fund, including, without limitation, filling in or amending amounts, dates and other pertinent information;

(c) to execute and sign, on behalf of the Purchaser, the Partnership Agreement (including the power of attorney included therein); and

(d) to make, execute, sign, acknowledge, swear to and file: (i) any and all instruments, certificates, and other documents which may be deemed necessary or desirable to effect the

winding-up and termination of the Fund (including, but not limited to, the filing of a certificate of cancellation); (ii) any business certificate, fictitious name certificate, amendment thereto, or other instrument, agreement or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Fund, or required by any applicable law; (iii) any counterparts of the Partnership Agreement to be entered into pursuant to any agreement to which the Purchaser is a signatory; (iv) any duly adopted amendment to and/or restatement of the Partnership Agreement; (v) any documents or instruments by which the Purchaser participates in any Alternative Investment Vehicle; and (vi) all other filings with agencies of the government of the United States, any state or local government, or of any other jurisdiction, which the General Partner considers necessary or desirable to carry out the purposes of the Partnership Agreement and the business of the Fund.

Pursuant to Section 17-204(c) of the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101 et seq.), the power of attorney hereby granted by the Purchaser is irrevocable and shall be deemed to be granted by way of security for the performance of the Purchaser's obligations hereunder and under the Partnership Agreement and is coupled with an interest sufficient at law to support an irrevocable power and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, termination, bankruptcy, insolvency or dissolution of the Purchaser or the delivery by the Purchaser of an assignment of the whole or any portion of the Interests of the Purchaser. In the event such power of attorney is inoperative with respect to the Purchaser for any reason, the General Partner reserves the right to redeem the Purchaser's Interests at its sole discretion.

16. Acceptance of the Limited Partnership Agreement. The Purchaser, desiring to become a Limited Partner of the Fund pursuant to the terms of the Partnership Agreement, hereby agrees to each and every term of the Partnership Agreement of the Fund, agrees to be bound by all of the terms and provisions thereof, including any amendments or modifications made by the General Partner pursuant to the terms of the Partnership Agreement or this Subscription Agreement, and will perform any obligations contained in the Partnership Agreement and that are imposed on a Limited Partner pursuant to the terms of the Partnership Agreement.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to any party when delivered by hand, when delivered by telecopier or telex and confirmed, or when mailed, first-class postage pre-paid, (a) if to the Purchaser, to the Purchaser at the address or telecopy number set forth below its signature, or to such other address or telecopy number as the Purchaser shall have furnished to the Fund in writing and (b) if to the Fund, to it (or both, as applicable) c/o Ironsides VI GP, LLC 300 Brickstone Square, Andover, MA 01810, Attention: John Guinee, (fax number 978-749-9669), or to such other address or addresses, or fax number or numbers, as the Fund shall have furnished to the Purchaser in writing.

18. Applicable Law. THIS SUBSCRIPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WHOLLY WITHIN THAT JURISDICTION, EXCEPT TO THE EXTENT SUPERSEDED BY FEDERAL LAW.

19. Entire Agreement. This Agreement, the Partnership Agreement and any side letter related thereto contain the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersede all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

20. Miscellaneous. To the fullest extent permitted by law, this Agreement shall not be assignable by any party hereto without the consent of all such parties. This Agreement shall be binding on and inure to the benefit of the legal representatives and permitted successors and assigns of the

parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument. This Agreement may be executed in written form or using electronic or digital technology, whether it is a computer-generated signature, an electronic copy of the party's true ink signature, DocuSign, facsimile or otherwise. Delivery of an executed counterpart of this Agreement by facsimile, e-mail transmission via portable document format (.pdf), DocuSign, or other electronic means will be equally as effective and binding as delivery of a manually executed counterpart. All dollar amounts used in this Agreement are denominated in United States Dollars. The parties hereby agree that no punitive or consequential damages shall be awarded in any suit, action or other proceeding arising out of or based upon this Agreement, the Partnership Agreement or side letter with the Purchaser or the subject matter hereof or thereof or in any way connected to the dealings of the Purchaser or the Fund in connection with any of the above.

21. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions hereunder are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

[remainder of page intentionally left blank]

**IRONSIDES PARTNERSHIP FUND VI, L.P.
IRONSIDES CO-INVESTMENT FUND VI, L.P.
Delaware Limited Partnerships**

**SIGNATURE PAGE
TO
SUBSCRIPTION AGREEMENT**

Intending to be legally bound hereby, the parties have executed this Agreement effective as of the date this Agreement is accepted by the General Partner and the Fund.

CAPITAL SUBSCRIPTION: Please indicate if you are subscribing to Ironsides Partnership Fund VI, L.P. or Ironsides Co-Investment Fund VI, L.P., as applicable, or both:

☒ Ironsides Partnership Fund VI, L.P.

\$ **2,500,000**

DATE SUBMITTED: _____

☒ Ironsides Co-Investment Fund VI, L.P.

\$ **2,500,000**

Very truly yours,

Gainesville Employees' Retirement System Plan A

Print Full Legal Name of Purchaser

By: _____
Signature

Jeremy Perry

Print Name of Signatory

Chief Financial Officer

Print Title (if applicable)

Tax ID Number: **58-6000581**
Social Security Number or Federal
Employer Identification Number

Foreign Tax Status: _____
(if foreign investor)

Jurisdiction of Organization: **Georgia**

Country of Tax Residency: **USA**

If Applicable:

Print Full Legal Name of Joint Purchaser

By: _____
Signature

Print Name of Signatory

Print Title (if applicable)

Tax ID Number: _____
Social Security Number or Federal
Employer Identification Number of
Joint Purchaser (if applicable)

Please indicate if the Purchaser is an ERISA Partner for purposes of (and as defined in) the Partnership Agreement; if the Fund accepts and agrees that the Purchaser is an ERISA Partner, as indicated, then the Purchaser shall be deemed to be such category of Partner for purposes of the Partnership Agreement:



Purchaser is an ERISA Partner.

IRONSIDES PARTNERSHIP FUND VI, L.P.

ACCEPTED AND AGREED TO BY:

Ironsides VI GP, LLC, for itself and on
behalf of Ironsides Partnership Fund VI, L.P.

By: _____
Name:
Title: Authorized Person

IRONSIDES CO-INVESTMENT FUND VI, L.P.

ACCEPTED AND AGREED TO BY:

Ironsides VI GP, LLC, for itself and on
behalf of Ironsides Co-Investment Fund VI, L.P.

By: _____
Name:
Title: Authorized Person

Date Accepted: _____



Investor Contact Summary

Limited Partner:

Contact Information

Name: Jeremy Perry
Company: City of Gainesville
Title: CFO
Email: JPerry@gainesvillega.gov
Email (2): _____
Phone (Direct): (678) 617-6900
Phone (Main): _____
Fax: _____
Mailing Address: 300 Henry Ward Way, Ste 302
Gainesville, GA 30501

☒ Authorized Signatory
☐ Primary Contact
☐ Secondary Contact

Correspondence:

☐ Capital Calls	☐ Tax
☐ Distribution	☐ Legal
☐ Reporting	☐ General

Contact Information

Name: LaDana Bruce
Company: City of Gainesville
Title: Retirement Manager
Email: lbruce@gainesvillega.gov
Email (2): (770) 538-4940
Phone (Direct): _____
Phone (Main): _____
Fax: _____
Mailing Address: 300 Henry Ward Way, Ste 302
Gainesville, GA 30501

☐ Authorized Signatory
☒ Primary Contact
☐ Secondary Contact

Correspondence:

☒ Capital Calls	☒ Tax
☒ Distribution	☒ Legal
☒ Reporting	☒ General

Contact Information

Name: Jeffrey Swanson
Company: Southeastern Advisory
Title: Investment Consultant
Email: jeff@seadvisory.com
Email (2): _____
Phone (Direct): (904) 233-7600
Phone (Main): _____
Fax: _____
Mailing Address: 190 Ottley Drive NE, Ste B2A
Atlanta, GA 30324

☐ Authorized Signatory
☐ Primary Contact
☒ Secondary Contact

Correspondence:

☒ Capital Calls	☒ Tax
☒ Distribution	☒ Legal
☒ Reporting	☒ General

THE IRONSIDES FUNDS			
Investor Distribution Information Sheet			
Purchaser Name:		City of Gainesville Employees' Retirement System Plan A	
Tax ID Number:		58-6000581	
Tax Status (check one):		☒ Domestic	☐ Foreign
Jurisdiction of Organization:		Georgia, USA	
Distribution Contact Information			
Name:		Jeff Swanson	
Title:		Investment Consultant	
Company:		Southeastern	
Phone:		904-233-7600	
Email:		jeff@seadvisory.com	
Cash Distribution – please include all applicable information (* = required field)			
Bank Name:	* Wells Fargo Bank, N.A.	ABA Number (U.S.)	* 121000248
Bank Address:	* 420 Montgomery Street	Swift Code (non-U.S.)	*
	San Francisco, CA	Sort Code:	*
	94104		
Account Name:	* Principal Bank PCS Incoming Wire or ACH		
Account Address:	* 420 Montgomery Street, San Fransico, CA 94104		
Account Number:	* 4516058948		
For Further Credit Account Name:		City of Gainesville, GA Retirement Plan A (R&D)	
For Further Credit Account Number:		25701800	
For Further Credit Swift Code:			
For Further Credit Sort Code:			
For Further Credit IBAN:			

EXHIBIT A
PLAN ASSET QUESTIONNAIRE

Plan Assets:

Do any of the assets of the Purchaser constitute “plan assets” (i.e., assets of a “benefit plan investor” as determined under the Plan Asset Regulation)? The term “benefit plan investor” includes, for example, employee benefit plans subject to Part 4 of Subtitle B of Title I of ERISA, Individual Retirement Accounts and any other plan to which Section 4975 of the Code applies and entities the underlying assets of which include “plan assets” by reason of a plan’s investment in such entity.

☐ Yes

☒ No

If the Purchaser checks “yes”, it must also check all boxes below that describe the Purchaser. The Purchaser is:

☒ (a) an “employee benefit plan” within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Subtitle B of Title I of ERISA or a “plan” described in Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code.

☐ (b) An insurance company separate account that includes assets of an “employee benefit plan” within the meaning of Section 3(3) of ERISA or of a “plan” described in Section 4975(e) of the Code, and the “employee benefit plan” or “plan” is subject to Part 4 of Subtitle B of Title I of ERISA or to Section 4975 of the Code.

☐ (c) an insurance company general account the assets of which are treated as including “plan assets” (as determined under DOL Prohibited Transaction Class Exemption 95-60). Such assets are:

____% subject to Part 4 of Subtitle B of Title I of ERISA
or to Section 4975 of the Code

☐ (d) a trust, partnership, fund, “fund of funds” or other entity, other than an insurance company separate or general account, at least some of whose investors are “benefit plan investors” within the meaning of Section 3(42) of ERISA. If this option (d) is checked, provide the percentage attributable to “plan assets” as determined under the Plan Asset Regulations:

☐ Less than 25% and the percentage is ____%

☐ 25% or more and the percentage is ____%

[continued on next page]

Controlling Person
Status:

Please indicate by checking the appropriate box below whether the Purchaser is a person who has discretionary authority or control with respect to the assets of the Funds or any person who provides investment advice for a fee (direct or indirect) with respect to such assets or any affiliate of such person:

- ☐ Yes
☒ No

[remainder of page intentionally left blank]

EXHIBIT B

INVESTOR QUESTIONNAIRES

Exhibit B-1
INVESTOR QUESTIONNAIRE
FOR INDIVIDUALS AND GRANTORS OF REVOCABLE TRUSTS

This Questionnaire provides general information regarding the definitions of “accredited investor,” “qualified purchaser” and certain other terms, but such information is subject to the provisions of the relevant Acts and the rules and regulations promulgated thereunder, as well as to pronouncements and interpretations of the SEC and its staff. In completing the Subscription Agreement and this Questionnaire, investors should refer to the relevant Act and related rules and regulations, pronouncements and interpretations, and consult their legal counsel, in confirming their status as an accredited investor and/or qualified purchaser, as applicable, and in otherwise completing the subscription documents.

I. Type of Ownership: How will the Fund Interest be held? (please check one box only)

- | | |
|---|---|
| ☐ Individual | ☐ Grantor of a Revocable Trust** |
| ☐ Joint Tenants with Rights of Survivorship* | ☐ Tenants in Common* |
| ☐ Tenants by the Entirety* | ☐ Community Property* |

* Please list name(s) of additional holder(s). Each additional holder must complete a separate Investor Questionnaire.

** A Subscription Agreement and Investor Questionnaire must also be completed on behalf of both the Grantor and the trust itself.

II. Investor Information (please print or type)

Name of Individual Investor or Grantor of Revocable Trust: _____

Name and Title of Authorized Signatory, if applicable: _____

Social Security Number, if applicable: _____

Residential Address (no P.O. boxes, please): _____
(Street)

(City, State, Zip Code and Country if not U.S.)

Correspondence Address (address to which the Funds’ correspondence to the Investor should be sent, if different from the Residential Address listed above) (no P.O. boxes, please):

(Street)

(City, State, Zip Code and Country if not U.S.)

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Date of Birth: _____

Tax Residence - State/Country: _____

Year End for U.S. Federal Income Tax Purposes: _____

Citizenship - Country: _____

Occupation: _____

Name and Address of Employer: _____

(Name)

(Street)

(City, State, Zip Code and Country if not U.S.)

Name and Address of any additional person, if any, to whom notices and communications should be sent:

(Name)

(Street)

(City, State, Zip Code and Country if not U.S.)

(Phone Number)

(Facsimile Number)

(E-mail Address)

III. Financial Information

1. **Total Net Worth in US Dollars.** Please indicate your estimated net worth¹ by checking the appropriate box.

- | | |
|--|--|
| ☐ \$0 - \$999,999 | ☐ \$10,000,000 - \$24,999,999 |
| ☐ \$1,000,000 - \$1,499,999 | ☐ \$25,000,000 - \$49,999,999 |
| ☐ \$1,500,000 - \$4,999,999 | ☐ \$50,000,000+ |
| ☐ \$5,000,000 - \$9,999,999 | |

2. **Are you an Accredited Investor (as defined in Rule 501 of Regulation D under the Securities Act)?** Please check all boxes that apply to you.

- ☐ You are a person whose individual net worth³ or joint net worth² with a spouse³, is over \$1,000,000?

¹ For purposes of calculating net worth, (1) a person's primary residence shall not be included as an asset, (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence, shall not be included as a liability (except that if the amount of such indebtedness outstanding exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

² For purposes of this item, "joint net worth" can be aggregate net worth of the Purchaser and the Purchaser's spouse; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this item does not require the Interests to be subscribed jointly.

³ For purposes of this questionnaire, "spouse" includes any cohabitant occupying a relationship generally equivalent to that of a spouse.

- ☐ You are a person who had individual income⁴ in excess of \$200,000 in each of the two most recent years, or joint income⁵ with a spouse in excess of \$300,000 in each of those years, and who has a reasonable expectation of reaching the same income level in the current year.
- ☐ You are a person holding in good standing the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), the Investment Adviser Representative license (Series 65), and/or any other professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status.
- ☐ (i) You are an employee of the Fund or the Investment Manager (other than an employee performing solely clerical, secretarial or administrative functions), (ii) who in connection with his or her regular functions or duties, participates in the investment activities of the Fund or any other private investment funds or investment companies managed by the Investment Manager, and (iii) has been performing those functions and duties for or on behalf of the Fund or the Investment Manager, or substantially similar functions and duties for or on behalf of another company or its investment manager, for at least 12 months.
- ☐ You are an Executive Officer,⁶ director, trustee, general partner, or advisory board member, or a person serving in a similar capacity, of the Fund or the Investment Manager.

3. **Are you a Qualified Purchaser (as defined in Section 2(a)(51)(A) of the Investment Company Act)?**

Are you a person who owns, or jointly owns with a spouse, at least \$5,000,000 in Investments (as defined in Appendix A)?

☐ Yes ☐ No

4. **Are you a Qualified Client (as defined in Rule 205-3 of the Investment Advisers Act)?** Please answer all of the following questions.

(a) Are you a Qualified Purchaser (as defined in Appendix A)?

☐ Yes ☐ No

(b) Does your net worth¹ exceed \$2,200,000?

☐ Yes ☐ No

⁴ For purposes of this question, "individual income" means your adjusted gross income, as reported for federal income tax purposes, minus income attributable to a spouse or to property owned by a spouse, increased by the following amounts (except for amounts attributable to a spouse or to property owned by a spouse): (1) the amount of any tax-exempt interest income (under Section 103 of the Code) received; (2) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040; (3) any deduction claimed for depletion under Section 611 *et seq.* of the Code; (4) amounts contributed to an Individual Retirement Account or Keogh retirement plan (as defined in the Code); (5) alimony paid; and (6) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

⁵ For purposes of this question, "joint income" means your joint adjusted gross income, as reported for federal income tax purposes, increased by the following: (1) the amount of any tax-exempt interest income (under Section 103 of the Code) received; (2) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040; (3) any deduction claimed for depletion under Section 611 *et seq.* of the Code; (4) amounts contributed to an Individual Retirement Account or Keogh retirement plan (as defined in the Code); (5) alimony paid; and (6) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

⁶ For purposes of this item, an "Executive Officer" means a president or vice-president in charge of a principal business unit, division or function (such as sales, administration or finance), or any other officer that performs a policy-making function, or any other person who performs similar policy-making functions for the Fund or the Investment Manager.

(c) Do you have (or will you have after acceptance of the subscription) at least \$1,100,000 under management with the Investment Manager?

☐ Yes ☐ No

5. **Financial Industry Regulatory Authority Affiliation and New Issue Information.** The Funds may invest in certain “new issues” as defined in Rule 5130 of the Financial Industry Regulatory Authority (“FINRA”). Your eligibility to participate in such “new issues” depends on whether you would be classified as a “Restricted Person” for purposes of FINRA Rule 5130 or a “Covered Person” for purposes of FINRA Rule 5131. Please check all boxes that apply to you.

☐ If you are, or wish to be treated as, a “Restricted Person” or a “Covered Person”, please check this box and skip the remainder of this question 5. Otherwise please complete the remainder of this question 5.

☐ (a) Broker-dealer. You are a broker-dealer or a member of the FINRA.

☐ (b) Broker-dealer Personnel. You are (please check applicable box):

☐ (i) an officer, director, general partner, Associated Person, or employee of a FINRA member or any other broker-dealer (other than a Limited Business Broker-Dealer);

☐ (ii) an agent of a FINRA member or any other broker-dealer (other than a Limited Business Broker-Dealer) that is engaged in the investment banking or securities business; or

☐ (iii) an Immediate Family Member of a person described in subparagraph (b)(i) or (b)(ii). The person specified in subparagraph (b)(i) or (b)(ii) (please check applicable box, if any):

☐ (a) Materially Supports, or receives Material Support from, the Immediate Family Member;

☐ (b) has an ability to control the allocation of New Issues; or

☐ (c) is employed by or associated with a broker-dealer or an affiliate of a broker-dealer. The name of the broker-dealer with whom the person described in subparagraph (b)(i) or (b)(ii) is employed or associated with is _____.

☐ (c) Finders and Fiduciaries. You are:

(i) a finder or any person who is in the business of acting in a fiduciary capacity to a managing underwriter, including, but not limited to, attorneys, accountants and financial consultants; or

(ii) an Immediate Family Member of a person specified in subparagraph (c)(i) if the person specified in (c)(i) Materially Supports, or receives Material Support from, the Immediate Family Member.

- ☐ (d) Portfolio Managers. You:
- ☐ (i) have authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor or Collective Investment Account; or
 - ☐ (ii) an Immediate Family Member of a person specified in subparagraph (d)(i) that Materially Supports, or receives Material Support from such person.
- ☐ (e) Persons owning a broker-dealer, other than a Sovereign Entity. You:
- ☐ (i) are listed, or required to be listed, in Schedule A of a Form BD (other than with respect to a Limited Business Broker-Dealer), except persons identified by an ownership code of less than 10%;
 - ☐ (ii) are listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a Limited Business Broker-Dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10%;
 - ☐ (iii) directly or indirectly own 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or other than with respect to a Limited Business Broker-Dealer);
 - ☐ (iv) directly or indirectly own 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or other than with respect to a Limited Business Broker-Dealer);
 - ☐ (v) are an Immediate Family Member of a person specified in subparagraphs (e)(i)-(iv). Such person (please check applicable box, if any):
 - ☐ (a) Materially Supports, or receive Material Support from, the Immediate Family Member;
 - ☐ (b) has an ability to control the allocation of New Issues; or
 - ☐ (c) is an owner of a broker-dealer or an affiliate of a broker-dealer. The name of the broker-dealer which the person specified in subparagraphs (e)(i)-(iv) owns is _____.
- ☐ (f) Public Company or a Covered Non-Public Company. You:
- ☐ (i) are an executive officer or director of a Public Company or a Covered Non-Public Company; or

☐ (ii) are a person receiving Material Support from an executive officer or director of a Public Company or a Covered Non-Public Company.

☐ (g) None of the above statements is applicable.

6. **Investor Type.** Please indicate your investor type (You must select only one of the options below).

☐ (A) Individual that is a United States person⁷

☐ (B) Individual that is a not a United States person

7. **506(d) of Regulation D.** *(The Purchaser must respond to all those statements below that apply to it. If the Purchaser cannot answer "True" to one or more of the below statements, then the Purchaser should contact the General Partner immediately as additional information or disclosures may be required and the Purchaser may not be eligible to purchase Fund Interests.)*

(A) **Convictions.** The Purchaser has not been convicted, within the last ten years, of any felony or misdemeanor:

(1) In connection with the purchase or sale of any security;

(2) Involving the making of any false filing with the SEC; or

(3) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

☐ True

☐ False

(B) **Court Orders, Judgments or Decrees.** The Purchaser is not subject to any order, judgment or decree of any court of competent jurisdiction, entered within the last five years, that restrains or enjoins the Purchaser from engaging or continuing to engage in any conduct or practice:

(1) In connection with the purchase or sale of any security;

(2) Involving the making of any false filing with the SEC; or

(3) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

☐ True

☐ False

(C) **Agency Final Orders.** The Purchaser is not subject to a final order of a U.S. state securities commission (or an agency or officer of a U.S. state performing like functions); a U.S. state authority that supervises or examines banks, savings associations, or credit unions; a U.S. state insurance commission (or an agency or officer of a U.S. state performing like functions); an appropriate U.S. federal banking agency; the U.S. Commodity Futures Trading Commission; or the U.S. National Credit Union Administration that:

(1) Bars the Purchaser from: (i) association with an entity regulated by such commission, authority, agency, or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities; or

⁷ "United States person" has the meaning set forth in rule 203(m)-1 under the Investment Advisers Act.

(2) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within the last ten years.

☐ True ☐ False

Definition of the term “final order”. For the purposes of this questionnaire, the term “final order” means a written directive or declaratory statement issued by a federal or state agency described in this clause (C) under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

(D) **SEC Orders.** The Purchaser is not subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Exchange Act or section 203(e) or (f) of the Investment Advisers Act that:

(1) Suspends or revokes the Purchaser’s registration as a broker, dealer, municipal securities dealer or investment adviser;

(2) Places limitations on the activities, functions or operations of the Purchaser; or

(3) Bars the Purchaser from being associated with any entity or from participating in the offering of any penny stock.

☐ True ☐ False

(E) **SEC Cease and Desist Orders.** The Purchaser is not subject to any order of the SEC entered within the last five years that orders the Purchaser to cease and desist from committing or causing a violation or future violation of:

(1) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act, section 10(b) of the Exchange Act and 17 CFR 240.10b-5, section 15(c)(1) of the Exchange Act and section 206(1) of the Investment Advisers Act, or any other rule or regulation thereunder; or

(2) Section 5 of the Securities Act.

☐ True ☐ False

(F) **Securities Association or Securities Exchange Suspension or Expulsion.** The Purchaser is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

☐ True ☐ False

(G) **Refusal Order, Stop Order or Suspension of Regulation A Exemption.** The Purchaser has not filed (as a registrant or issuer), and was not named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the last five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, and the Purchaser is not the

subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

☐ True

☐ False

(H) **U.S. Postal Service False Representation Order.** The Purchaser is not subject to a United States Postal Service false representation order entered within the last five years, and is not subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

☐ True

☐ False

(I) To the best of its knowledge, the Purchaser is not currently the subject of any threatened or pending investigation, proceeding, action or other event that, if adversely determined, would give rise to any of the events described in clauses (A)-(H) above.

☐ True

☐ False

The representations and warranties in clauses (A)-(I) above shall be true and correct at all times while the Purchaser holds Interests in the Funds, and, notwithstanding any other provisions of the Subscription Agreement, if such representations and warranties are no longer true and correct then the Purchaser shall notify the General Partner in writing promptly.

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Exhibit B-2
INVESTOR QUESTIONNAIRE
FOR ENTITIES

This Questionnaire provides general information regarding the definitions of “accredited investor,” “qualified purchaser” and certain other terms, but such information is subject to the provisions of the relevant Acts and the rules and regulations promulgated thereunder, as well as to pronouncements and interpretations of the SEC and its staff. In completing the Subscription Agreement and this Questionnaire, investors should refer to the relevant Act and related rules and regulations, pronouncements and interpretations, and consult their legal counsel, in confirming their status as an accredited investor and/or qualified purchaser, as applicable, and in otherwise completing the subscription documents.

I. Investor Information (please print or type)

Name of investing entity: Gainesville Employees' Retirement System Plan A

Name and Title of Authorized Signatory: Jeremy Perry

Entity is governed by the laws of: GA USA

Date Entity was formed: 1941

Briefly describe Investor’s business: Municipality - In the business of collecting taxes and public services.

List all individuals who directly or indirectly own or hold at least 5% of Investor’s shares or interests:⁸

U.S. Taxpayer Identification Number: 58-6000581

Year End for U.S. Federal Income Tax Purposes: 6/30

Legal Address (used for tax reporting purposes; no P.O. boxes, please):

Ms. LaDana Bruce

(Attention)

300 Henry Ward Way, Ste 302

(Street)

Gainesville, GA 30501

(City, State, Zip Code and Country if not U.S.)

Correspondence Address (address to which the Funds’ correspondence to the Investor should be sent, if different from the Legal Address listed above) (no P.O. boxes, please):

(Attention)

(Street)

(City, State, Zip Code and Country if not U.S.)

⁸ Not applicable if Investor is a publicly traded entity listed on an exchange.

Contact Person: Ms LaDana Bruce
Telephone Number: (770) 538-4940
Facsimile Number: _____
E-mail Address: lbruce@gainesvillega.gov

Name and Address of any additional person, if any, to whom notices and communications should be sent:

Jeffrey Swanson
(Name)
190 Ottley Drive NE Ste B2A
(Street)
Atlanta, GA 30324
(City, State, Zip Code and Country if not U.S.)
904-233-7600 jeff@seadvisory.com
(Phone Number) (Facsimile Number) (E-mail Address)

II. Type of Entity (please check one box only)

- | | | |
|--|--|---|
| ☐ Corporation | ☐ Estate | ☐ Individual Retirement Account |
| ☐ Partnership | ☐ Irrevocable Trust | ☒ Other (please specify): |
| ☐ Limited Liability Company | ☐ Revocable Trust* | <u>Government Defined Benefit Plan</u> |

*Each grantor and each trustee of a revocable trust which is a subscriber to the Funds must execute an Investor Questionnaire for Individuals and Grantors of Revocable Trusts or Investor Questionnaire for Entities, as applicable. In the event that the grantor of a subscribing revocable trust revokes the trust, such grantor agrees that it shall thereafter be liable for all the obligations of the trust as a subscriber. In addition, the subscribing trust represents that any representations and warranties made in this Subscription Agreement in respect of such trust are also true and correct in respect of the grantors of such trust.

1. If "Limited Liability Company," please indicate the treatment of such Limited Liability Company for U.S. federal income tax purposes:

☐ Partnership ☐ Corporation ☐ Disregarded Entity

2. If you are investing through an entity that is disregarded for U.S. federal income tax purposes, please indicate the country of tax residency and U.S. federal income tax treatment of the owner of such disregarded entity: _____

3. Are you (a) an organization that is exempt from U.S. federal income tax pursuant to Section 501(a) of the Code or an individual retirement account within the meaning of Section 408 of the Code and (b) subject to tax on "unrelated business taxable income" (as such term is used in Sections 511-514 of the Code)?

☒ Yes ☐ No

III. Financial Information

1. **Total Net Worth in US Dollars.** Please indicate your estimated net worth by checking the appropriate box.

☐ \$0 - \$999,999	☐ \$10,000,000 - \$24,999,999
☐ \$1,000,000 - \$1,499,999	☐ \$25,000,000 - \$49,999,999
☐ \$1,500,000 - \$4,999,999	☒ \$50,000,000+
☐ \$5,000,000 - \$9,999,999	

2. **Are you an Accredited Investor (as defined in Rule 501 of Regulation D under the Securities Act)?** Please check all applicable boxes.

You are:

A. *For Corporations, Foundations, Endowments, Partnerships, Limited Liability Companies, Business Trusts and certain other entities:*

- ☐ A partnership, corporation, limited liability company, Code Section 501(c)(3) organization, or Massachusetts or similar business trust, not formed for the specific purpose of acquiring the Fund Interests offered, with total assets in excess of \$5,000,000.
- ☐ An entity where all equity owners are Accredited Investors (as defined in Appendix A). **(NOT APPLICABLE FOR TRUSTS, OTHER THAN BUSINESS TRUSTS.)** *If you checked this box only, each of your equity owners must provide a completed Investor Questionnaire for Individuals and Grantors of Revocable Trusts or Investor Questionnaire for Entities, as applicable.⁹ Also, please list the total number of your equity owners: _____*

B. *For Trusts:*

- ☐ A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Fund Interests offered, whose investment in the Funds is being directed by a Sophisticated Person (as defined in Appendix A).
- ☐ A trust having as its trustee or co-trustee a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, acting in its fiduciary capacity and subscribing for the account of the trust.
- ☐ A revocable trust that may be amended or revoked at any time by the grantors thereof and all of the grantors of which are Accredited Investors (as defined in Appendix A). ***If you checked this box only, each of your grantors must provide a completed Investor Questionnaire for Individuals and Grantors of Revocable Trusts or Investor Questionnaire for Entities, as applicable.***

C. *For Employee Benefit Plans, Individual Retirement Accounts, and Keogh Plans:*

⁹ For the purposes of this item, it is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of the Purchaser.

☐ An Employee Benefit Plan (other than a self-directed plan), whether or not subject to Title I of ERISA, whose investment decisions are made by a plan fiduciary (as defined in Section 3(21) of ERISA) which is either a bank, savings and loan association, insurance company or registered investment adviser. ***If you checked this box, please answer Question 3. Also, please fill in name of plan fiduciary:_____.***

☐ An Employee Benefit Plan (other than a self-directed plan), whether or not subject to Title I of ERISA, with total assets in excess of \$5,000,000. ***If you checked this box, please answer Question 3.***

☒ An Employee Benefit Plan (other than a self-directed plan), with total assets in excess of \$5,000,000, that is established and maintained by a state, its political subdivisions, or any of their respective agencies or instrumentalities. ***If you checked this box, please answer Question 3.***

☐ A self-directed plan (i.e., an Individual Retirement Account or a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to such participant's account) in which each participant is an Accredited Investor (as defined in Appendix A). ***If you checked this box, each plan participant must provide a completed Investor Questionnaire for Individuals and Grantors of Revocable Trusts. Also, please list the number of plan participants: _____***

D. *For Banks, Savings and Loan Associations, and Similar Institutions:*

☐ A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

E. *For Insurance Companies:*

☐ An insurance company (as defined in Section 2(13) of the Securities Act).

F. *For Investment and Other Companies:*

☐ An investment company registered under the Investment Company Act.

☐ A business development company as defined in Section 2(a)(48) of the Investment Company Act or a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act.

☐ A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ A Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.

G. *For Broker Dealers:*

☐ A broker dealer registered pursuant to Section 15 of the Exchange Act.

H. *For Investment Advisers:*

☐ An investment adviser registered pursuant to Section 203 of the Investment Advisers Act or registered under the laws of any U.S. state.

☐ An investment adviser relying on an exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act.

I. *For Other Entities That Do Not Qualify Under A – H:*

☐ An entity, of a type not listed in A – H above, not formed for the specific purpose of acquiring the Interests offered, that owns in excess of \$5,000,000 in “investments,” as defined in Rule 2a51-1 under the Investment Company Act.

J. *For Family Offices and Family Clients:*

☐ A “family office” (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act) with assets under management in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests offered, and whose purchase of the Interests is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the purchase of the Interests.

☐ A “family client” (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act) of a “family office” meeting the requirements of the immediately preceding category, whose purchase of the Interests is directed by such family office.

K. *For Knowledgeable Employees:*

☐ A company owned exclusively by knowledgeable employees as described in Appendix A under “Accredited Investor” in sub-parts (23)(i)-(ii).

L. *For Investors not Listed Above:*

☐ Please check here if you do not fall within any of the categories specified above.

3. **Employee Benefit Plans.** If required by Question 2, please answer all of the following questions:

(a) Is the plan voluntary and contributory – i.e., can participating employees decide whether to contribute their own after-tax funds to the plan?

☐ Yes ☒ No

If you answered “Yes” to (a), you may be required to submit a complete list of your security holders. Each security holder may be required to provide additional financial information.

(b) Are the plan interests required to be registered under the Securities Act pursuant to SEC Release Nos. 33-6188 and 33-6281?

☐ Yes ☒ No

(c) Do the plan’s governing documents permit its purchase of a Partnership Fund Interest and Co-Investment Fund Interest?

☒ Yes ☐ No

4. Formed for the Purpose of Investing in the Funds.

(a) Is any person or entity that is in any way affiliated with or otherwise related to you also purchasing Fund Interests or are you acting jointly or otherwise in concert with any other person or entity in connection with its purchase of Fund Interests?

☐ Yes ☒ No

(b) Please check any of the following that apply to you:

☐ You were formed (or reformed) or are being operated for the purpose of investing in the Funds or in any other entity excluded from the definition of “investment company” (as defined in Section 3(a) of the Investment Company Act) by Section 3(c)(1) of the Investment Company Act, or for the purpose of circumventing the registration requirements of the Investment Company Act.

For Entities Except Trusts: If “Yes,” then each of your beneficial owners must provide a completed Investor Questionnaire for Individuals and Grantors of Revocable Trusts or Investor Questionnaire for Entities, as applicable. Also, please list the total number of your beneficial owners: _____

For Trusts: If “Yes,” then please contact the General Partner for more information.

☐ Your shareholders, members, partners, grantors, trustees or other beneficiaries or owners (or any other persons or entities having a relationship similar to any of the foregoing), as the case may be, if any, did or will contribute additional capital for the purpose of purchasing the Fund Interests.

☐ You have invested more than 40% of your total subscribed capital in any single entity, including the Funds, which is excluded from the definition of an investment company solely by reason of Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

☐ You permit your shareholders, members, partners, grantors, trustees or other beneficiaries or owners (or any other persons or entities having a relationship similar to the foregoing) to opt in or out of particular investments made by you, each such person does not participate in all investments made by you *pro rata* in accordance with its interest in you, or such person is consulted regarding participation (or non-participation) in particular investments or is allowed to determine whether or how much to invest in particular investments, including your investment in the Funds.

- ☐ On the date hereof (after giving effect to your acquisition of your Fund Interests and the funding of all of your current investment commitments), you are either an “investment company” as that term is defined in Section 3(a) of the Investment Company Act or excepted from such definition of an “investment company” by the exceptions provided for in Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

5. **Are you a Qualified Purchaser (as defined in Section 2(a)(51)(A) of the Investment Company Act and related rules and regulations)?** Please check one box only.

For Certain Entities (including Trusts):

- ☒ (a) You are an entity, acting for your own account or the accounts of other Qualified Purchasers (as defined in Appendix A), which in the aggregate owns and invests, on a discretionary basis, at least \$25,000,000 in Investments (as defined in Appendix A) and you were not formed for the specific purpose of acquiring the securities of a company excluded from the definition of investment company by Section 3(c)(7) of the Investment Company Act.

For “Family” Corporations, Partnerships, Trusts or other Entities:

- ☐ (b) You own at least \$5,000,000 in Investments and you are owned directly or indirectly (1) by or for two or more natural persons who are related as siblings or spouse (including former spouses), direct lineal descendants by birth or adoption, spouses of such persons, or the estates of such persons, or (2) by foundations, charitable organizations or trusts established by or for the benefit of such persons and you were not formed for the specific purpose of acquiring the securities of a company excluded from the definition of investment company by Section 3(c)(7) of the Investment Company Act.

For Other Trusts (if you cannot check (a) or (b)):

- ☐ (c) The trustee or other person responsible for making the decision to invest in the Funds is, and each grantor or other person who has contributed assets to the trust was at the time of contribution of assets to the trust, a Qualified Purchaser (as defined in Appendix A) and the trust was not formed for the specific purpose of acquiring the Fund Interests offered. ***If you checked this box, please provide a completed Investor Questionnaire for Individuals and Grantors of Revocable Trusts or Investor Questionnaire for Entities, as applicable, for each such trustee or other person responsible for making the decision to invest in the Funds.***

For Other Entities Except for Trusts (if you cannot check (a) or (b)):

- ☐ (d) Each beneficial owner of your securities is (alone or jointly with his or her spouse) a Qualified Purchaser (as defined in Appendix A). ***If you checked this box, each of your beneficial owners must provide a completed Investor Questionnaire for Individuals and Grantors of Revocable Trusts or Investor Questionnaire for Entities, as applicable. Also, please list the total number of your beneficial owners: _____***

Investors not Listed Above:

☐ (e) Please check here if you do not fall within any of the categories described above.

6. **Are you a Qualified Client (as defined in Rule 205-3 of the Investment Advisers Act)?** Please answer all of the following questions.

(a) Are you a Qualified Purchaser (as defined in Appendix A)?

☒ Yes ☐ No

(b) Does your net worth¹⁰ exceed \$2,200,000?

☒ Yes ☐ No

(c) Do you have (or will you have after acceptance of the subscription) at least \$1,100,000 under management with the Investment Manager?

☒ Yes ☐ No

7. **Are you a Grantor Retained Annuity Trust, a Charitable Remainder Trust, or a private foundation?**

☐ Yes ☒ No

If "Yes", please specify:_____.

8. **Additional Questions for Entities.**

(a) Did any of your beneficial owners (your "Shareholders") acquire their interests in you on or before April 30, 1996? *If "Yes," please answer Question 8(b). If "No," please skip to Question 9.*

☐ Yes ☒ No

(b) Do you rely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act to avoid registration as an Investment Company (as defined in Appendix A)? *If "Yes," please answer Question 8(c). If "No," please skip to Question 9.*

☐ Yes ☐ No

(c) Have all of your Shareholders and all of your Indirect Shareholders (as defined in Appendix A), in each case who acquired a direct or indirect interest in you on or prior to April 30, 1996, consented to the treatment of your entity as a "Qualified Purchaser" for purposes of Section 3(c)(7) of the Investment Company Act?

☐ Yes ☐ No

¹⁰ For purposes of calculating net worth, (1) a person's primary residence shall not be included as an asset, (2) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence, shall not be included as a liability (except that if the amount of such indebtedness outstanding exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (3) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

9. **Eligibility for New Issues.** The Funds may invest in certain “new issues” as defined in Rule 5130 of the Financial Industry Regulatory Authority (“FINRA”). Your eligibility to participate in such “new issues” depends on whether you would be classified as a “Restricted Person” for purposes of FINRA Rule 5130 or a “Covered Person” for purposes of FINRA Rule 5131.

☐ If you are, or wish to be treated as, a “Restricted Person” or a “Covered Person”, please check this box and proceed to Question 10. Otherwise please proceed to Section A below.

A. General Exemptions. Please indicate by checking the applicable box if you are exempt from being classified as a “Restricted Person” or a “Covered Person” because you are one or more of the following:

- ☐ (a) An investment company registered under the Investment Company Act;
- ☐ (b) A common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Exchange Act which:

(i) has investments from 1,000 or more accounts; and

(ii) does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons or Covered Persons;

- ☐ (c) An insurance company general, separate or investment account which satisfies each of the following conditions:

(i) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders; and

(ii) the insurance company does not limit the policyholders whose premiums are used to fund the account principally to Restricted Persons or Covered Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons or Covered Persons;

- ☐ (d) A corporation, partnership, limited liability company, trust or other entity that is not itself a Restricted Person or a Covered Person.

If you checked this box, please indicate in the blank below the percentage of profits and losses allocated to you attributable to New Issues that you allocate to your beneficial owners that are Restricted Persons or Covered Persons. _____%

- ☐ (e) A publicly traded entity (other than a broker-dealer or an Affiliate of a broker-dealer where such broker-dealer is authorized to engage in the public offering of New Issues either as a selling group member or underwriter) that:

(i) is listed on a national securities exchange; or

(ii) is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange;

- ☐ (f) An investment company organized under the laws of a foreign jurisdiction which satisfies each of the following conditions:
- (i) the investment company is listed on a foreign exchange for sale to the public or authorized for sale to the public by a foreign regulatory authority; and
 - (ii) (a) no person owning more than 5% of the shares of the investment company is a Restricted Person, (b) the investment company has 100 or more direct investors or the investment company has 1,000 or more indirect investors; and
 - (iii) the investment company was not formed for the specific purpose of permitting Restricted Persons to invest in New Issues.
- ☐ (g) An ERISA benefits plan that is qualified under Section 401(a) of the Code and is not sponsored solely by a broker-dealer;
- ☐ (h) An employee retirement benefits plan organized under and governed by the laws of the United States or a foreign jurisdiction, provided that such plan or family of plans: (i) has, in aggregate, at least 10,000 plan participants and beneficiaries and \$10 billion in assets; (ii) is operated in a non-discriminatory manner insofar as a wide range of employees, regardless of income or position, are eligible to participate without further amendment or action by the plan sponsor, (iii) is administered by trustees or managers that have a fiduciary obligation to administer the funds in the best interests of the participants and beneficiaries, and (iv) is not sponsored solely by a broker-dealer.
- ☒ (i) A state or municipal government benefits plan that is subject to state and/or municipal regulation;
- ☐ (j) A tax exempt charitable organization under Section 501(c)(3) of the Code;
- ☐ (k) A church plan under Section 414(e) of the Code.

If the Investor checked any box in paragraphs (a) through (k) of this Section A, please skip Section B and proceed to Question 10.

- ☐ (l) None of the above statements is applicable. **If the Investor checked this box, please proceed to Section B below.**

B. Restricted Persons and Covered Persons.

Please check all applicable boxes.

- ☐ (a) Broker-dealer. You, or any person having a Beneficial Interest in you, are a broker-dealer or a member of the FINRA.
- ☐ (b) Broker-dealer Personnel. You, or any person having a Beneficial Interest in you, are (please check applicable box):

- ☐ (i) an officer, director, general partner, Associated Person, or employee of a FINRA member or any other broker-dealer (other than a Limited Business Broker-Dealer);
- ☐ (ii) an agent of a FINRA member or any other broker-dealer (other than a Limited Business Broker-Dealer) that is engaged in the investment banking or securities business; or
- ☐ (iii) an Immediate Family Member of a person described in subparagraph (b)(i) or (b)(ii). The person specified in subparagraph (b)(i) or (b)(ii) (please check applicable box, if any):
 - ☐ (A) Materially Supports, or receives Material Support from, the Immediate Family Member;
 - ☐ (B) has an ability to control the allocation of New Issues; or
 - ☐ (C) is employed by or associated with a broker-dealer or an affiliate of a broker-dealer. The name of the broker-dealer with whom the person described in subparagraph (b)(i) or (b)(ii) is employed or associated with is _____.
- ☐ (c) Finders and Fiduciaries. You, or any person having a Beneficial Interest in you, are:
 - (i) a finder or a person who is in the business of acting in a fiduciary capacity to a managing underwriter, including, but not limited to, attorneys, accountants and financial consultants; or
 - (ii) an Immediate Family Member of a person specified in subparagraph (c)(i) if the person specified in (c)(i) Materially Supports, or receives Material Support from, the Immediate Family Member.
- ☐ (d) Portfolio Managers. You, or any person having a Beneficial Interest in you:
 - (i) have authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor or Collective Investment Account; or
 - (ii) are an Immediate Family Member of a person specified in subparagraph (d)(i) that Materially Supports, or receives Material Support from such person.
- ☐ (e) Persons owning a broker-dealer, other than a Sovereign Entity. You, or any person having a Beneficial Interest in you:
 - ☐ (i) are listed, or required to be listed, in Schedule A of a Form BD (other than with respect to a Limited Business Broker-Dealer), except persons identified by an ownership code of less than 10%;

- ☐ (ii) are listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a Limited Business Broker-Dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10%;
- ☐ (iii) directly or indirectly own 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or other than with respect to a Limited Business Broker-Dealer);
- ☐ (iv) directly or indirectly own 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than a reporting company that is listed on a national securities exchange or is traded on the Nasdaq National Market, or other than with respect to a Limited Business Broker-Dealer);
- ☐ (v) are an Immediate Family Member of a person specified in subparagraphs (e)(i) through (iv). Such person (please check applicable box, if any):
 - ☐ (A) Materially Supports, or receive Material Support from, the Immediate Family Member;
 - ☐ (B) has an ability to control the allocation of New Issues; or
 - ☐ (C) is an owner of a broker-dealer or an affiliate of a broker-dealer. The name of the broker-dealer which the person specified in subparagraphs (e)(i)-(iv) owns is _____.
- ☐ (f) Public Company or a Covered Non-Public Company. You, or any person having a Beneficial Interest in you:
 - ☐ (i) are an executive officer or director of a Public Company or a Covered Non-Public Company; or
 - ☐ (ii) are a person receiving Material Support from an executive officer or director of a Public Company or a Covered Non-Public Company.
- ☐ (g) None of the above statements is applicable.

10. **Investor Type.** Please indicate your investor type (You must select only one of the options below). If you are acting as trustee, agent, representative or nominee for a beneficial owner, please check the item that best describes the beneficial owner.

- ☐ (A) Broker-dealer
- ☐ (B) Insurance company
- ☐ (C) Investment company registered with the SEC under the Investment Company Act
- ☐ (D) An issuer that would be an investment company as defined in section 3 of the Investment Company Act but for section 3(c)(1) or 3(c)(7) thereof

- ☐ (E) Non-profit organization
- ☐ (F) Pension plan **(excluding governmental pension plans)**
- ☐ (G) Banking or thrift institution (proprietary)
- ☐ (H) Any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in its official capacity **(excluding governmental pension plans)**
- ☒ (I) State or municipal governmental pension plan
- ☐ (J) Sovereign wealth fund or foreign official institution
- ☐ (K) Other (please specify) _____

11. **Pay to Play.** *(Please indicate either “yes” or “no” in response to each of the following questions)*

(a) Is the Purchaser a “government entity”¹¹ within the meaning of Rule 206(4)-5 under the Investment Advisers Act?

☒ Yes ☐ No

(b) If the Purchaser is acting as agent, representative or nominee for one or more investors, are any such investors a “government entity” within the meaning of Rule 206(4)-5 under the Investment Advisers Act?

☐ Yes ☒ No

If the answer to question (b) is “Yes,” please indicate the names of any such investors: _____

12. **Public Access Law Matters.**

(a) The Purchaser is subject to the Freedom of Information Act, 5 U.S.C. § 552 (“**FOIA**”), any state public records access laws, any state or other jurisdiction’s laws similar in intent or effect to FOIA, or any other similar statutory or legal right that might result in the disclosure of confidential information relating to the Funds (including as a result of ownership of Purchaser’s or any parent of Purchaser’s securities by a public entity or listing of such securities on a public exchange):

☒ Yes ☐ No

13. **506(d) of Regulation D.** *(The Purchaser must respond to all those statements below that apply to it. If the Purchaser cannot answer “True” to one or more of the below statements, then the Purchaser*

¹¹ A “government entity” is defined in Rule 206(4)-5 as any state or political subdivision of a state, including: (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a pool of assets sponsored or established by the state or political subdivision or any agency, authority or instrumentality thereof, including, but not limited to a “defined benefit plan” as defined in section 414(j) of the Code (26 U.S.C. § 414(j)), or a state general fund; (iii) a plan or program of a government entity; and (iv) officers, agents, or employees of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity.

should contact the General Partner immediately as additional information or disclosures may be required and the Purchaser may not be eligible to purchase Fund Interests.)

(A) **Convictions.** The Purchaser has not been convicted, within the last ten years, of any felony or misdemeanor:

- (1) In connection with the purchase or sale of any security;
- (2) Involving the making of any false filing with the SEC; or
- (3) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

☒ True ☐ False

(B) **Court Orders, Judgments or Decrees.** The Purchaser is not subject to any order, judgment or decree of any court of competent jurisdiction, entered within the last five years, that restrains or enjoins the Purchaser from engaging or continuing to engage in any conduct or practice:

- (1) In connection with the purchase or sale of any security;
- (2) Involving the making of any false filing with the SEC; or
- (3) Arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

☒ True ☐ False

(C) **Agency Final Orders.** The Purchaser is not subject to a final order of a U.S. state securities commission (or an agency or officer of a U.S. state performing like functions); a U.S. state authority that supervises or examines banks, savings associations, or credit unions; a U.S. state insurance commission (or an agency or officer of a U.S. state performing like functions); an appropriate U.S. federal banking agency; the U.S. Commodity Futures Trading Commission; or the U.S. National Credit Union Administration that:

- (1) Bars the Purchaser from: (i) association with an entity regulated by such commission, authority, agency, or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities; or
- (2) Constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within the last ten years.

☒ True ☐ False

Definition of the term “final order”. For the purposes of this questionnaire, the term “final order” means a written directive or declaratory statement issued by a federal or state agency described in this clause (C) under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

(D) **SEC Orders.** The Purchaser is not subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Exchange Act or section 203(e) or (f) of the Investment Advisers Act that:

(1) Suspends or revokes the Purchaser's registration as a broker, dealer, municipal securities dealer or investment adviser;

(2) Places limitations on the activities, functions or operations of the Purchaser; or

(3) Bars the Purchaser from being associated with any entity or from participating in the offering of any penny stock.

☒ True ☐ False

(E) **SEC Cease and Desist Orders.** The Purchaser is not subject to any order of the SEC entered within the last five years that orders the Purchaser to cease and desist from committing or causing a violation or future violation of:

(1) Any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act, section 10(b) of the Exchange Act and 17 CFR 240.10b-5, section 15(c)(1) of the Exchange Act and section 206(1) of the Investment Advisers Act, or any other rule or regulation thereunder; or

(2) Section 5 of the Securities Act.

☒ True ☐ False

(F) **Securities Association or Securities Exchange Suspension or Expulsion.** The Purchaser is not suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

☒ True ☐ False

(G) **Refusal Order, Stop Order or Suspension of Regulation A Exemption.** The Purchaser has not filed (as a registrant or issuer), and was not named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the last five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, and the Purchaser is not the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

☒ True ☐ False

(H) **U.S. Postal Service False Representation Order.** The Purchaser is not subject to a United States Postal Service false representation order entered within the last five years, and is not subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

☒ True ☐ False

(I) To the best of its knowledge, the Purchaser is not currently the subject of any threatened or pending investigation, proceeding, action or other event that, if adversely determined, would give rise to any of the events described in clauses (A)-(H) above.

☒ True ☐ False

The representations and warranties in clauses (A)-(I) above shall be true and correct at all times while the Purchaser holds Fund Interests, and, notwithstanding any other provisions of the Subscription Agreement, if such representations and warranties are no longer true and correct then the Purchaser shall notify the General Partner in writing promptly.

APPENDIX A DEFINITIONS

“Accredited Investor” includes any of the following:

- (1) a natural person whose net worth (individually or with such person’s spouse) exceeds \$1,000,000;
- (2) a natural person who had an Individual Income in excess of \$200,000 in each of the two most recent years or Joint Income with such person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (3) a natural person holding in good standing the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), the Investment Adviser Representative license (Series 65), and/or any other professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;
- (4) an organization described in Section 501(c)(3) of the Code, a corporation, limited liability company, Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (5) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a Sophisticated Person;
- (6) a broker or dealer registered pursuant to Section 15 of the Exchange Act;
- (7) an insurance company as defined in Section 2(13) of the Securities Act;
- (8) an investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Investment Company Act;
- (9) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- (10) a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (11) a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
- (12) a bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;
- (13) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- (14) an employee benefit plan within the meaning of ERISA, if it has total assets in excess of \$5,000,000, or if the plan fiduciary (as defined in Section 3(21) of ERISA) is a bank, savings and loan association, insurance company, or registered investment adviser;
- (15) a self-directed benefit plan, with investment decisions made solely by persons that are Accredited Investors;
- (16) an entity in which all of the equity owners are Accredited Investors;
- (17) a director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

- (18) an investment adviser registered pursuant to Section 203 of the Investment Advisers Act or registered under the laws of any U.S. state;
- (19) an investment adviser relying on an exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act;
- (20) an entity, of a type not listed above, not formed for the specific purpose of acquiring the Interests offered, that owns in excess of \$5,000,000 in “investments,” as defined in Rule 2a51-1 under the Investment Company Act;
- (21) a “family office” (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act) with assets under management in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests offered, and whose purchase of the Interests is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the purchase of the Interests;
- (22) a “family client” (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act) of a “family office” meeting the requirements of the immediately preceding category, whose purchase of the Interests is directed by such family office;
- (23) a “knowledgeable employee” that satisfies any of the following criteria:
 - (i) is an employee of the Fund or the Investment Manager (other than an employee performing solely clerical, secretarial or administrative functions), (ii) in connection with his or her regular functions or duties, he or she participates in the investment activities of the Fund or any other private investment funds or investment companies managed by the Investment Manager, and (iii) he or she has been performing those functions and duties for or on behalf of the Fund or the Investment Manager, or substantially similar functions and duties for or on behalf of another company or its investment manager, for at least 12 months;
 - (ii) is an Executive Officer, director, trustee, general partner, or advisory board member, or a person serving in a similar capacity, of the Fund or the Investment Manager; or
 - (iii) a company owned exclusively by knowledgeable employees as described in the two proceeding subparts.

“Acts” means the Securities Act, the Investment Company Act and the Investment Advisers Act.

“Affiliate” means a company which controls, is controlled by or is under common control with a member of the FINRA. The term Affiliate is presumed to include, but is not limited to, the following:

- (1) a company will be presumed to control a member if the company beneficially owns 10 percent or more of the outstanding voting securities of a member which is a corporation, or beneficially owns a partnership interest in 10 percent or more of the distributable profits or losses of a member which is a partnership;
- (2) a member will be presumed to control a company if the member and Persons Associated With the FINRA Member beneficially own 10 percent or more of the outstanding voting securities of a company which is a corporation, or beneficially own a partnership interest in 10 percent or more of the distributable profits or losses of a company which is a partnership;
- (3) a company will be presumed to be under common control with a member if: (1) the same natural person or company controls both the member and company by beneficially owning

10 percent or more of the outstanding voting securities of a member or company which is a corporation, or by beneficially owning a partnership interest in 10 percent or more of the distributable profits or losses of a member or company which is a partnership; or (2) a person having the power to direct or cause the direction of the management or policies of the member or the company also has the power to direct or cause the direction of the management or policies of the other entity in question.

Notwithstanding the foregoing, none of the following shall be presumed to be an Affiliate of a member:

- (a) an investment company registered with the SEC pursuant to the Investment Company Act;
- (b) a “separate account” as defined in Section 2(a)(37) of the Investment Company Act;
- (c) a “real estate investment trust” as defined in Section 856 of the Code;
- (d) a “direct participation program” as defined in FINRA Rule 2310; and
- (e) a corporation, trust, partnership or other entity issuing financing instrument-backed securities which are rated by a nationally recognized statistical rating organization in one of its four highest generic rating categories.

“Beneficial Interest” means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a Collective Investment Account, or other fees for acting in a fiduciary capacity, shall not be considered a Beneficial Interest in an account.

“Code” means the U.S. Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder.

“Co-Investment Fund” means Ironsides Co-Investment Fund VI, L.P.

“Co-Investment Fund Interest” means limited partnership interests in the Co-Investment Fund.

“Collective Investment Account” means any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. A Collective Investment Account does not include a Family Investment Vehicle or an Investment Club.

“Covered Non-Public Company” means any non-public company, except for an unaffiliated charitable organization, satisfying the following criteria:

- (1) income of at least \$1 million in the last fiscal year or in two of the last three fiscal years and shareholders’ equity of at least \$15 million;
- (2) shareholders’ equity of at least \$30 million and a two-year operating history; or
- (3) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

“Covered Person” means a person described in FINRA Rule 5131(b).

“Employee Benefit Plan” means: (i) any plan, fund, or program established or maintained by an employer or by an employee organization (or both) to the extent that such plan, fund, or program was established or maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, (A) medical, surgical, or hospital care benefits, or benefits in the event of sickness, accident, disability, death or unemployment, or vacation benefits, apprenticeship or other training programs, or daycare centers, scholarship funds, or prepaid legal services, or (B) any benefit described in Section 302(c) of the Labor Management Relations Act, 1947 (other than pensions on retirement or death, and insurance to provide such pensions); or (ii) any plan, fund, or program established or maintained by an employer or by an employee organization (or by both) to the extent that by its expressed terms or as a result of surrounding circumstances such plan, fund, or program (A) provides retirement income to employees, or (B) results in a deferral of income by employees for periods extending to the termination of covered employment or beyond. The determination of whether a plan, fund, or program constitutes an Employee Benefit Plan is made regardless of the method of calculating the contributions made to the plan, the method of calculating the benefits under the plan or the method of distributing benefits from the plan.

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974, as amended, including the rules and regulations promulgated thereunder.

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and its accompanying rules and regulations.

“Family Investment Vehicle” means a legal entity that is beneficially owned solely by one or more of the following persons: (i) Immediate Family Members; (ii) family members (as defined under Rule 202(a)(11)(G)-1 of the Investment Advisers Act); or (iii) family clients (as defined under Rule 202(a)(11)(G)-1 of the Investment Advisers Act); provided that, where the beneficial owners of an entity include family clients (as defined under Rule 202(a)(11)(G)-1 of the Investment Advisers Act), the person who has the sole authority to buy or sell securities for such an entity must be an Immediate Family Member or a family member (as defined under Rule 202(a)(11)(G)-1 of the Investment Advisers Act).

“Funds” means the Partnership Fund and the Co-Investment Fund.

“Fund Interests” means the Partnership Fund Interest and Co-Investment Fund Interest.

“General Partner” means Ironsides VI GP, LLC.

“Immediate Family Member” means a person’s parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, and children, and any other individual to whom the person provides material support.

“Indirect Shareholder” means any person who beneficially owns securities of an entity that (1) would be an Investment Company but for the exemptions provided in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act and (2) is a direct or indirect owner of securities of your entity.

“Individual Income” means adjusted gross income, as reported for federal income tax purposes, minus income attributable to a spouse or to property owned by a spouse, increased by the following amounts (except for amounts attributable to a spouse or to property owned by a spouse): (1) the amount of any tax-exempt interest income (under Section 103 of the Code) received; (2) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040; (3) any deduction claimed for depletion under Section 611 *et seq.* of the Code; (4) amounts contributed to an Individual Retirement Account or Keogh retirement plan (as defined in the Code); (5) alimony paid; and (6) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

“Investment Advisers Act” means the Investment Advisers Act of 1940, as amended, including its rules and regulations.

“Investment Club” means a group of friends, neighbors, business associates, or others that pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

“Investment Company” is defined in Section 3(a)(1) of the Investment Company Act. Generally, an Investment Company means any issuer (1) that is engaged, holds itself out as engaged, or proposes to engage primarily in the business of investing, reinvesting, or trading in securities; (2) that has been engaged, is engaged, or proposes to engage in the business of issuing face-amount installment certificates, or that has such certificates outstanding; or (3) that is engaged or proposes to engage in the business of investing, reinvesting, owning, holding, or trading in securities, and owns or proposes to acquire investment securities whose value exceeds 40% of the value of the issuer’s total assets (exclusive of government securities and cash) on an unconsolidated basis.

“Investment Company Act” means the Investment Company Act of 1940, as amended, and its rules and regulations.

“Investment Manager” means Constitution Capital Equity Partners LP, a Delaware limited liability company.

“Investments” means any or all (1) securities (as defined in the Securities Act), except for securities of issuers controlled by you (“Control Securities”) unless (a) the issuer of the Control Securities is itself a registered or private investment company or is exempted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Investment Company Act, (b) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the Exchange Act, (c) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act, or (d) the issuer of the Control Securities is a company with shareholders’ equity of not less than \$50 million determined in accordance with generally accepted accounting principles, as reflected in the company’s most recent financial statements (provided such financial statements were issued within 16 months of the date of Investor’s purchase of the Fund Interests; (2) futures contracts or options thereon held for investment purposes; (3) certain options on physical commodities and physical commodities held for investment purposes; (4) swaps and other similar financial contracts entered into for investment purposes; (5) real estate held for investment purposes; and (6) cash and cash equivalents held for investment purposes. Investments can be valued at cost or fair market value as of a recent date. Generally, the amount of any outstanding indebtedness incurred to acquire the investments should be deducted. In addition, other amounts may be required to be deducted from such valuation by Rule 2a51-1 under the Investment Company Act.

“Joint Income” means joint adjusted gross income, as reported for federal income tax purposes, increased by the following: (1) the amount of any tax-exempt interest income (under Section 103 of the Code) received; (2) the amount of losses claimed as a limited partner in a limited partnership as reported on Schedule E of Form 1040; (3) any deduction claimed for depletion under Section 611 *et seq.* of the Code; (4) amounts contributed to an Individual Retirement Account or Keogh retirement plan (as defined in the Code); (5) alimony paid; and (6) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

“Limited Business Broker-Dealer” means any broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

“Material Support” means directly or indirectly providing more than 25% of a person’s income in the prior calendar year. Immediate Family Members living in the same household are deemed to be providing each other with Material Support.

“New Issue” means any initial public offering of an equity security as defined in Section 3(a)(11) of the Exchange Act, made pursuant to a registration statement or offering circular. New issue shall not include:

- (1) offerings made pursuant to an exemption under Section 4(a)(1), 4(a)(2) or 4(a)(5) of the Securities Act, or SEC Rule 504 if the securities are “restricted securities” under SEC Rule 144(a)(3), or Rule 144A or Rule 505 or Rule 506 adopted thereunder, or offerings made under Regulation S of the Securities Act or otherwise made outside of the United States or its territories unless the securities offered and sold in the Regulation S offering or other offering made outside of the United States are also registered for sale in the United States under the Securities Act in connection with a concurrent initial public offering of an equity security in the United States;
- (2) offerings of exempted securities as defined in Section 3(a)(12) of the Exchange Act, and rules promulgated thereunder;
- (3) offerings of securities of a commodity pool operated by a commodity pool operator as defined under Section 1a(5) of the Commodity Exchange Act;
- (4) rights offerings, exchange offers, or offerings made pursuant to a merger or acquisition;
- (5) offerings of investment grade asset-backed securities;
- (6) offerings of convertible securities;
- (7) offerings of preferred securities;
- (8) offerings of an investment company registered under the Investment Company Act; and
- (9) offerings of securities (in ordinary share form or ADRs registered on Form F-6) that have a pre-existing market outside of the United States;
- (10) offerings of a special purpose acquisition company subject to SEC rules and regulations;
- (11) offerings of a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940;
- (12) offerings of a direct participation program as defined in FINRA Rule 2310(a)(4); and
- (13) offerings of a real estate investment trust as defined in Section 856 of the Code.

“Partnership Fund” means Ironsides Partnership Fund VI, L.P.

“Partnership Fund Interest” means limited partnership interests in the Partnership Fund.

“Person Associated With a FINRA Member” or “Associated Person of a FINRA member” means:

- (1) a natural person who is registered or has applied for registration under FINRA rules, and

(2) a sole proprietor, partner, officer, director, or branch manager of a member, or other natural person occupying a similar status or performing similar functions, or a natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a member, whether or not any such person is registered or exempt from registration with the FINRA.

“Public Company” means any company that is registered under Section 12 of the Exchange Act or files periodic reports pursuant to Section 15(d) thereof.

“Qualified Purchaser” means (1) any natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under Section 3(c)(7) under the Investment Company Act with that person’s Qualified Purchaser spouse) who owns not less than \$5,000,000 in Investments; (2) any company that was not formed for the specific purpose of acquiring the securities being offered, that owns not less than \$5,000,000 in Investments, and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established for the benefit of such persons; (3) any trust that is not covered by clause (2) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each grantor or other person who has contributed assets to the trust, is a person described in clause (1), (2), or (4); (4) any person that was not formed for the specific purpose of acquiring the securities being offered, acting for its own account or the accounts of other Qualified Purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in Investments; or (5) any entity (other than a trust) in which each beneficial owner of such entity’s securities is a person described in clause (1), (2), (3) or (4).

“Restricted Person” is a person described in paragraphs (a) through (e) of either (i) Question 5 of the Investor Questionnaire for Individuals and Grantors of Revocable Trusts or (ii) Section B of Question 9 of the Investor Questionnaire for Entities, as applicable.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the U.S. Securities Act of 1933, as amended, including the rules and regulations promulgated thereunder.

“Sophisticated Person” means a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

“Sovereign Entity” means a Sovereign Nation or a pool of capital or an investment fund or other vehicle owned or controlled by a Sovereign Nation and created for the purpose of making investments on behalf of or for the benefit of the Sovereign Nation.

“Sovereign Nation” means a sovereign nation or its political subdivisions, agencies, or instrumentalities.

EXHIBIT C

DISCLOSURE STATEMENT AND CONSENT TO ELECTRONIC RECEIPT OF SCHEDULES K-1

You are receiving this communication as an authorized recipient of information for an investor in Ironsides Partnership Fund VI, L.P. or Ironsides Co-Investment Fund VI, L.P., and any affiliated investment vehicles (collectively, the “Ironsides Funds”). As used herein, the “Fund” shall mean the investment fund to which you are subscribing, as listed in the Investor Questionnaire (for the avoidance of doubt, you may elect to subscribe to either or both Ironsides Funds and the term “Fund” is used throughout this Exhibit C in reference of either or both, as applicable). You acknowledge that you have accessed and downloaded this consent statement electronically via an electronic investor portal located at the internet location specified by the Fund.

Pursuant to IRS Revenue Procedure 2012-17, as of February 13, 2012, investors are required to provide affirmative consent in order to receive their Schedules K-1 through electronic transmission only. Any prior consent to receive your Schedules K-1 through electronic transmission has been superseded by Revenue Procedure 2012-17.

In order to receive your Schedules K-1 through electronic transmission you must affirmatively consent in writing (either electronically or on paper) by properly downloading, reviewing, completing, executing and delivering this “Disclosure Statement and Consent to Electronic Receipt of Schedules K-1” to:

In writing:	John J. Guinee The Ironsides Funds c/o Ironsides VI GP, LLC 300 Brickstone Square Andover, MA 01810
By telephone:	(978)-749-9600
By Facsimile:	(978)-749-9669
By E-Mail:	jguinee@concp.com

Paper Statement. If you do not consent to receive your Schedules K-1 only electronically, it will be furnished to you on paper.

Scope and Duration of Consent & Notice of Termination. If you consent to the electronic delivery of your Schedules K-1 (or if you so choose, to both electronic and paper delivery), all Schedules K-1 will only be furnished to you according to that method until the earliest of: (A) your withdrawal of consent (in the manner described below); (B) the complete withdrawal of your interest in the Fund in accordance with the terms of the Partnership Agreements; (C) the liquidation of the Fund; or (D) any other date effective as of which we notify you that we will no longer provide such Schedules K-1 electronically (which effective date is generally expected to be no earlier than the date we send out such notice).

Post-Consent Request for a Paper Statement. If you consent to electronic delivery of Schedules K-1 and you wish to also obtain a paper copy, please contact John Guinee at the email address or postal address noted above.

A request for one or more paper copies of Schedules K-1 will not be considered to be a withdrawal of consent to receive Schedules K-1 electronically.

Withdrawal of Consent. You may withdraw your consent to receive Schedules K-1 electronically by writing (electronically or on paper) to John Guinee to the email address or postal address noted above. The withdrawal of your consent will take effect seven business days after your correspondence. We will confirm your withdrawal of consent and the date on which it takes effect in writing (either electronically or on paper). Please note that a withdrawal of consent will not apply to a tax statement that is furnished electronically in the manner described above before the effective date of such withdrawal of consent.

Notice of Termination. We will cease to provide Schedules K-1 electronically to you (and, except as required by law, cease to provide Schedules K-1 in any other form) upon your complete withdrawal from the Fund in accordance with the terms of the Partnership Agreement.

Updating Information. In the event that your contact information changes, please furnish your updated information in writing (either electronically or on paper) to John Guinee at the email address or postal address noted above. We will inform you of any change to this contact information.

Hardware & Software Requirements. After you consent to receive your Schedules K-1 electronically, you will need a computer, internet access, internet browsing software, Adobe Acrobat reader (available for free at www.adobe.com), a printer and available memory on your computer hard drive in order to access, print and retain your electronic Schedules K-1. When your Schedules K-1 are available, you will receive an email alerting you that your Schedules K-1 are available to be downloaded from a secure website, as a PDF document. Schedules K-1 will be available for the duration of the Fund.

Please note that, notwithstanding electronic delivery, the Schedules K-1 may be required to be printed and attached to a Federal, State or local income tax return.

If you have any questions or concerns, please do not hesitate to contact John Guinee at the phone number, email address or postal address noted above.

CONSENT STATEMENT



By checking here, I consent to **electronic delivery only** of Schedules K-1 on such terms and conditions as described in this Disclosure Statement and Consent to Electronic Receipt of Schedules K-1.

The undersigned has read and understands this Consent Statement and, by signing this document, is consenting to receive Schedules K-1 from the Fund in an electronic format from the date hereof until this Consent Statement is effectively withdrawn.

Signature

Gainesville Employees' Retirement System Plan A

Name of Purchaser

6/27/22

Date

Each Purchaser should seek advice from such Purchaser's independent tax advisors.

EXHIBIT D
IRONSIDES PARTNERSHIP FUND VI, L.P.
IRONSIDES CO-INVESTMENT FUND VI, L.P.

ANTI-MONEY LAUNDERING (AML) QUESTIONNAIRE

I. MINIMUM INFORMATION

ALL Purchasers must provide the following information:

a.	Full Name of Purchaser	Gainesville Employees' Retirement System Plan A
b.	Address¹:	300 Henry Ward Way Ste 202 Gainesville GA 30501
c.	Country of Citizenship or Domicile:	USA
d.	Date of Birth (if applicable):	NA
e.	Identification Number²:	58-6000581
f.	Purchaser Type:	☒ Legal Entity <i>(If the Purchaser is a "Legal Entity", please continue to Section II)</i> ☐ Individual <i>(If the Purchaser is an "Individual", the questionnaire is complete)</i>

II. ADDITIONAL PURCHASER INFORMATION

For Purchasers that are Legal Entities, verification of the identities of certain individuals associated with those entities must also be performed.

(A) Is the Purchaser a private company, limited liability company, limited partnership, trust, nonprofit organization **OR** other similar entity?

☒ YES *(If the Purchaser responded "Yes," please continue to part (B))*

☐ NO

(B) Does the Purchaser have any individual (a) beneficial owners with more than a **10%** beneficial interest in the Purchaser; (b) directors; (c) officers; **OR** (d) trustees?

☒ YES *(If the Purchaser responded "Yes," please provide information relating to a natural person on the next page (Attachment A), for each such individual. Therefore if a beneficial owner or trustee of a Purchaser is another legal entity, please provide the same information for all individual (a) directors of; (b) officers of; (c) trustees of OR (d) beneficial owners with more than a 10% beneficial interest in such beneficial owner or trustee.)*

☐ NO

III. DOCUMENTATION

¹ Individual: Current residential address. Entity: Registered address or principal place of business address if different to registered.

² US: Taxpayer identification number, social security number; Non-US: One or more of the following: a taxpayer identification number; passport number and country of issuance; alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

In addition to the information set forth above, the documentation set forth below is required.

INDIVIDUAL INVESTOR:

- ☐ Copy of Government-issued photo ID (e.g. passport or driver's license with photograph, name, date of birth and nationality).
- ☐ Proof of current address if not included on the photo ID (e.g. original utility bill not older than six months).

CORPORATIONS:

- ☐ Certificate of incorporation (or equivalent).
- ☐ Certificate of Good Standing
- ☐ Register of Directors
- ☐ Certified true copy of the authorized signatory list.

PARTNERSHIPS:

- ☐ Certificate of Partnership/Registration/equivalent
- ☐ Limited Partnership Agreement (LPA)
- ☐ List/Details of all Partners

LIMITED LIABILITY CORPORATIONS (LLCs):

- ☐ Certificate of Formation
- ☐ Operating Agreement
- ☐ Register of Managing Members if not included in the LLC Operating Agreement
- ☐ Certified true copy of the authorized signatory list.

TRUSTS:

- ☐ Trust Deed or equivalent legal form of foundation document
- ☐ Details of all Trustees and Protector/Settlor/Controller/Donor/Grantor as applicable to the Trust
- ☐ Certified true copy of the authorized signatory list.
- ☐ Names of beneficiaries holding at least 10%

PENSIONS

- ☒ Certificate of Formation and organization or equivalent legal form of foundation document
- ☒ Description of the general profile of the underlying beneficiaries
- ☒ Certified true copy of the authorized signatory list.
- ☒ Proof of ID (passport/driver's license) for 2 Authorized Signatories

INVESTMENT FUNDS:

- ☐ Proof of regulation
- ☐ Prospectus or details of the Investment Manager or Sponsor
- ☐ Details of entity providing AML checks
- ☐ AML Comfort Letter
- ☐ Certified true copy of the authorized signatory list or Register of Directors

All copy documents must be certified by a suitable certifier, which includes such professionals as an attorney, accountant, notary public, judge, senior civil servant, government official or director or manager of a regulated credit or financial institution. The certifier should provide their name, signature, title, employer name or occupation and the date of certification. Preferably the certification should read "This document is certified by me as a true and accurate copy of the original."

IV. REQUESTS FOR ADDITIONAL INFORMATION AND DOCUMENTATION

In certain additional circumstances, the General Partner and the Investment Manager reserve the right to request additional documentation or information in order to properly complete its subscriber identification review.

[remainder of page intentionally left blank]

Attachment A:

Please provide the following information below for all individual (a) directors; (b) officers; (c) trustees OR; (d) beneficial owners with more than a **10%** beneficial interest in the Purchaser. **You may make additional copies of this page as necessary.**

a.	Full Name of Individual:	
b.	Address¹:	
c.	Country of Citizenship:	
d.	Date of Birth:	
e.	Identification Number²:	

a.	Full Name of Individual:	
b.	Address¹:	
c.	Country of Citizenship:	
d.	Date of Birth:	
e.	Identification Number²:	

a.	Full Name of Individual:	
b.	Address¹:	
c.	Country of Citizenship:	
d.	Date of Birth:	
e.	Identification Number²:	

EXHIBIT E

PRIVACY POLICY OF CONSTITUTION CAPITAL EQUITY PARTNERS

At Constitution Capital Equity Partners LP (“CCEP”), we consider privacy to be fundamental to our relationship with our investors. We are committed to maintaining the confidentiality, integrity and security of our current and former investors’ non-public information. Accordingly, we have developed internal policies to protect confidentiality while allowing investors’ needs to be met.

Information We Collect

We respect your right to privacy. We also know, however, that you expect us to conduct our investment program in an accurate and efficient manner. To do so, we must collect and maintain certain non-public information about you and our other investors. We collect this information from sources such as subscription agreements and other documents of which you provide us.

Disclosure of Information to Nonaffiliated Third Parties

In the normal course of serving our investors, information we collect may be shared with companies that perform various services such as our accountants, auditors, attorneys and fund administrator. Specifically, we may disclose to these service providers non-public personal information including:

- Information we receive on subscription agreements or other documents, such as name, address, account or tax identification number and the types and amounts of investments; and
- Information about transactions with us, our affiliates or others, such as participation in other investment programs, ownership of certain types of accounts or other account data.

Any party that receives this information will use it only for the services required and as allowed by applicable law or regulation, and is not permitted to share or use this information for any other purpose. To protect the personal information of individuals, we permit access only by authorized employees who require access to that information to provide services to us and our investors. In order to guard investors’ non-public personal information, we maintain physical, electronic and procedural safeguards. An individual investor’s right to privacy extends to all forms of contact with us, including telephone, written correspondence and electronic media, such as the Internet.

Disclosure of Information to Affiliates

We will not disclose any non-public personal information about investors who are individuals, except to our affiliates and service providers as allowed by applicable law or regulation and, of course, only out of necessity and as appropriate.

Security Standards

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information and ensure its integrity and confidentiality.

As emphasized above, it has always been and will always be CCEP’s policy never to sell information about current or former customers or their accounts to non-affiliated third parties. Nor is it CCEP’s policy to share information unless it is required to process the transaction, at the request of our customer or as required by law.

We note, however, that notwithstanding the foregoing, we reserve the right to disclose nonpublic personal information about investors to any person or entity, including without limitation any governmental agency, regulatory authority or self-regulatory organization having jurisdiction over us or our affiliates, if (i) we determine in our discretion that such disclosure is necessary or advisable pursuant to or in connection with any United States federal, state or local, or non-U.S., law, rule, regulation, executive order or policy, including without limitation any anti-money laundering law and the PATRIOT Act and (ii) such disclosure is not otherwise prohibited by law, rule, regulation, executive order or policy.

[remainder of page intentionally left blank]



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 14, 2022

Date Submitted: July 15, 2022

Final Approval Date: July 15, 2022

Presenter: Abb Hayes, City Attorney

Item of Business: Request from **Brand Properties** to rezone a 69.18± acres tract located on the east and west side of Lakeview Drive, and on the northeast side of the intersection of Jesse Jewell Parkway and Victory Street (a/k/a **515 Lakeview Drive, NE; 2065 Limestone Parkway and 1881 Jesse Jewell Parkway, NE**) from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D). **Ward Number: Two and Three.** Tax Parcel Number: 00-082-003-001(Part); 00-082-004-001. **Request: Mixed-use development.**

Meeting Date: July 19, 2022

Purpose of Request:

To conduct a public hearing regarding the following zoning request as presented at the June 14, 2022 Planning and Appeals Board Meeting:

The subject property includes two tracts of land. The first tract is a 57.44± acres property that is part of a larger property originally zoned in 2018 as Planned Unit Development (P-U-D) for a mixed-use development. This property is located on the east side of Lakeview Drive and is approved for 252 multi-family apartments and 189,400 square feet of commercial space. The second tract is a 11.74± acres property located on the west side of Lakeview Drive that is undeveloped and zoned Residential-II (R-II). This property is entitled to a maximum of 140 multi-family units. The applicant would like to reduce the number of residential units for the 11.74± acres (Tract 2) from 140 to 76 by shifting the difference (64 units) to the eastern 57.44± acres (Tract 1) thus increasing the number of apartment units from 252 to 316. The 11.74± acres (Tract 2) will be limited residential townhomes. The intent is to reduce impacts to Lakeshore Drive by moving more of units to the east side of Lakeview Drive to utilize the existing traffic signal on Limestone Parkway.

As part of the request, the applicant proposes to delete zoning condition #3 from Ordinance No. 2018-23 which states, *"Apartments, townhomes and condominiums are an approved use for the multi-family portion of the proposal. The applicant may receive an occupancy permit for no more than 100 apartment, townhome or condominium units prior to receiving an occupancy permit for the construction of at least 35,000 square feet of the proposed commercial space."*

Presently, various stages of infrastructure improvements have been completed including the construction of a private street, bridge/culvert crossing, stormwater ponds and water / sewer utilities. In addition, commercial pads have been graded on both sides of the private street and at the Limestone Pkwy / Jesse Jewell Pkwy corner outparcel for a restaurant.

Facts & Issues / History & Background:

Department Recommendation:

Staff and PAB recommended approval with fifteen conditions. See the PAB Recommendation report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2022-23 :

I move to approve the ordinance to rezone the subject property from Planned Unit Development (P-U-D) and Residential-II to Planned Unit Development (P-U-D) with fifteen conditions as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. CC Legal Ad
2. Brand Properties Recommendation Report
3. Proposed Rezoning Ordinance 2022-23 Brand Properties
4. Location Maps 1
5. Narrative & Concept Plan
6. Backup Material: Limestone Greenway Traffic Impact Study 3 29 18 - Brand Properties Rezoning

of 0.66+ acre, located between Jesse Jewell Parkway and Spring Street and to establish zoning as Planned Unit Development (P-U-D). Ward Number: Two Tax Parcel Number(s): N/A

Request Right-of-way NOTICE OF PUBLIC HEARING/ONPROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, August 2, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:

1) Request from the City of Gainesville to annex all of Victory Street right-of-way consisting of 0.66+ acre, located between Jesse Jewell Parkway and Spring Street and to establish zoning as Planned Unit Development (P-U-D). Ward Number: Two Tax Parcel Number(s): N/A

Request Right-of-way

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

109067/6/22

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, July 19, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:

1) Request from Brand Properties to rezone a 69.18+ acre tract located on the east and west side of Lakeview Drive, and on the northeast side of the intersection of Jesse Jewell Parkway and Victory Street (a/k/a 815 Lakeview Drive, NE, 2065 Limestone Parkway, and 1881 Jesse Jewell Parkway, NE) from Planned Unit Development (P-U-D) and Residential (R-P-U-D) to Planned Unit Development (P-U-D). Ward Number: Two and Three Tax Parcel Number(s): 00-082-003-001 (Part) 00-082-004-001 (Part) Request: M i x e d - u s e development

2) Request from Olga B. Villarreal for the use on a 13.34+ acre tract located on the south side of Browns Bridge Road, across from its intersection with Skelton Road, having road frontage on Westhaven Drive (a/k/a 2285 and 2287 Browns Bridge Road, SW), having a zoning of General Business (G-B). Ward Number: Five Tax Parcel Number(s): 01-127-003-060

Request-Special event center

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

Public Sales/Auctions

FLOWERY BRANCH MINI STORAGE 5110 Chattahoochee St. Flowery Branch, GA 30542. The contents of these units will be auctioned at StorageAuctions.com on 6/23 at 12pm. E3 Scott Igarschi-furniture, tools, lawn & sports equipment; F1 Fabian Moralez- mens bike, furniture, fuel tank, F8 Fabian Moralez-lawn equipment, tools, mens clothing, luggage; E2 Reydel Ladron de Gueva- space heater, table.

109099/6/22

PUBLIC NOTICE CITY OF OAKWOOD

Be advised pursuant to OCGA §32-7-2 a public hearing has been scheduled before the Oakwood City Council on the 11th day of July 2022 at 7:00 p.m. at the Oakwood City Hall, 4035 Walnut Circle, Oakwood, Georgia.

The City of Oakwood to consider abandonment of a segment of M. Stringer Road as a City street based on a determination that said street has ceased to be used by the public, the extent no public purpose is served by it. At said public hearing all persons resident or owning property in the City of Oakwood or in the area of the proposed abandonment may be heard on the question of road abandonment by the City of Oakwood. Maps and information are available at the Gainesville City Hall, 4035 Walnut Circle, Oakwood, Georgia. Mai Chang City Clerk

109067/6/22

The City of Buford Planning and Zoning Board will meet on Tuesday, June 12, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, July 18, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 1037 Parkway Court, Suite D & E for Yvette Morris. The special use permit requested is to allow paint booth for repair services.

108734/6/22, 29, 7/6

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, June 14, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, July 18, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 1037 Parkway Court, Suite G for Tony and Denise Garrison. The special use permit requested is to allow boat repair, mechanical and maintenance.

108031

Please take notice Midgard Self Storage - Gainesville2 at 2779 Davensonsville Hwy, Gainesville, GA 30506 intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale will occur at an online auction via www.storageauctions.com on 7/6/2022 at 1:00pm. Unless stated otherwise the description of the contents are household goods and furnishings. Sekai Devore unit #168; Charla Burger unit #185; Quaterkita L Y Hayer unit #191; Dylan Fort unit #208; Shannon M Imes unit #218; Brian Randolph unit #283; Maria Victoria Yanez unit #301; Sandy Daniel units #332, #333 & #332; H Howard unit #356; Chris Gallup unit #418; Jennifer Joy #4501; Rodney Heddel unit #601; Kathleen Pope units #623 & #625. All property is being stored at the self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

108089/6/15, 22

REDEMPTION NOTICE TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL

Date first run in county organ or posting at county courthouse: To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.

The vessel is described as: 1979 Harbor Sailboat. The certificate number is: GA 9002 XZ. The hull identification number is: HUN54541M79L. The vessel was removed from: The present location of the vessel is: Safe Harbor Aqualand-Self Service Yard 6800 Lights Ferry Rd Flowery Branch GA 30542. Submitted by: Jeremy Enck as Owner/Operator of Removal or Storage Company 6800 Lights Ferry Rd Address: Flowery Branch GA 30542.

Flowery Branch GA 30542

City State Zip The ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF. THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FOR TWO (2) CONSECUTIVE WEEKS. AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71

Notice of Self Storage Sale

Please take notice Midgard Self Storage - Gainesville GA at 1405 NW McVeer Rd Gainesville, GA 30506 intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur at an online auction via www.storageauctions.com on 7/6/2022 at 1:00pm. Unless stated otherwise the description of the contents are household goods and furnishings. You are hereby given notice that the below named individual or company is in possession of your vessel.

The vessel is described as: 1986 Catalina. The certificate number is: GA 9006 XE. The hull identification number is: CTY16121H586. The vessel was removed from: The present location of the vessel is: Safe Harbor Aqualand-Wet Slip 1027. 6800 Lights Ferry Rd Flowery Branch GA 30542.

Submitted by: Jeremy Enck as Owner/Operator of Removal or Storage Company 6800 Lights Ferry Rd Address: Flowery Branch GA 30542.

City State Zip The ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF. THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FOR TWO (2) CONSECUTIVE WEEKS. AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71

LAW ENFORCEMENT DIVISION

2070 U.S. Hwy. 278 SE | SOCIAL CIRCLE, GEORGIA 30025
706.557.3041 | FAX 706.557.3041 | WWW.GADNRLE.ORG
108926/6/15,18,22,25

REDEMPTION NOTICE TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL

Date first run in county organ or posting at county courthouse: To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.

CONSECUTIVE WEEKS, AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71

LAW ENFORCEMENT DIVISION

2070 U.S. Hwy. 278 SE | SOCIAL CIRCLE, GEORGIA 30025
706.557.3041 | FAX 706.557.3041 | WWW.GADNRLE.ORG
108933/6/15,18,22,25

THESE VEHICLES WILL BE SOLD AT PUBLIC AUCTION ONLINE AT 10:00 A.M. ON WEDNESDAY JULY 06, 2022. THESE VEHICLES ARE PRESENTLY LOCATED AT STATEWIDE WRECKER SERVICE INC. 2315 MURPHY BOULEVARD, GAINESVILLE, FL 32609. VEHICLES ARE DECLARED ABANDONED AND FORGOTTEN VEHICLES PURSUANT TO OCGA 40-11-19. 770-279-8424. www.atlantacounty.com

2015 Chrysler 300 2C3CAGG5FH799948

2017 Hyundai Sonata SNPE344FOH550708

2005 Ford Explorer FMJZJ73E45J424809

2008 Dodge Caliber 1B3HB28808733136

2012 Ford Fusion 3FA8P6H95399597

2003 Honda Odyssey 5FNRL18683B012500

Shorelander Boat Trailer 6205701

1994 Glastron 55V 215 Boat

2006 Honda Accord 1HGCM6656A009367

2012 Nissan Altima 1N4ALAP0C560536

108942/6/15, 22, 29

Probate Notices

CITATION PROBATE COURT OF HALL COUNTY RE: ESTATE OF BRADLEY T. GRAPNER

Notice of Publication, if any: June 22, 2022.

TO WHOM IT MAY CONCERN:

The conservator of the above estate, has filed for Discharge from said trust. This is to notify the above interested parties (you) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court on or before 10:00 a.m. August 1, 2022, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF JOHN DENNIS FOWLER, DECEASED

NOTICE

For discharge from office and all liability) IN RE: Petition for Discharge of Personal Representative. TO: to whom it may concern: This is to notify you that a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF JOHN DENNIS FOWLER, DECEASED

NOTICE

For discharge from office and all liability) IN RE: Petition for Discharge of Personal Representative. TO: to whom it may concern: This is to notify you that a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

10:00 a.m. August 1, 2022, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

Patty Walters Laine PROBATE JUDGE By: Tyeshe L. Brown PROBATE CLERK/DEPUTY CLERK

116 Spring Street SE Gainesville, GA 30501

Address 770-533-7827

Telephone Number 108681/6/22

CITATION PROBATE COURT OF HALL COUNTY RE: ESTATE OF Kelsey Woodruff FORMER MINOR.

Notice of Publication, if any: June 22, 2022.

TO WHOM IT MAY CONCERN:

The conservator of the above estate, has applied for Discharge from said trust. This is to notify the above interested parties (you) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court on or before 10:00 a.m. August 1, 2022, said date being more than 30 days from the date of publication, or if personally served, then 10 days from the date of such service. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/telephone number for the required amount of filing fees. If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF M. LUNSFORD, DECEASED

NOTICE

For discharge from office and all liability) IN RE: Petition for Discharge of Personal Representative. TO: to whom it may concern: This is to notify you that a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF M. LUNSFORD, DECEASED

NOTICE

For discharge from office and all liability) IN RE: Petition for Discharge of Personal Representative. TO: to whom it may concern: This is to notify you that a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF M. LUNSFORD, DECEASED

NOTICE

For discharge from office and all liability) IN RE: Petition for Discharge of Personal Representative. TO: to whom it may concern: This is to notify you that a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

Gainesville, Georgia 30501

Address 770-531-6923

Telephone Number 108431/6/22

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF JOSE FERNANDO GALINDO, DECEASED

NOTICE

For discharge from office and all liability) IN RE: Petition for Discharge of Personal Representative. TO: to whom it may concern: This is to notify you that a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF M. LUNSFORD, DECEASED

NOTICE

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NOTICE

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IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA IN RE: ESTATE OF M. LUNSFORD, DECEASED

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**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant.....Brand Properties
Property Owner.....Lane & Block, LLC
Location.....515 Lakeview Drive, NE; 2065 Limestone
Parkway; 1881 Jesse Jewell Parkway, NE
Request.....Rezone from P-U-D and R-II to P-U-D
Total Acres69.18± acres
P-U-D zoned property: 57.44± acres
R-II zoned property: 11.74± acres
Ward.....Two and Three
Proposed Use.....Mixed-use development
Planning Division Staff Recommendation.....**Approval, with conditions**
Planning & Appeals Board Recommendation.....**Approval, with conditions**
DateJune 14, 2022

▪ **Applicant's Proposal and Background Information**

The proposed zoning request was tabled at the April 12, 2022, Planning and Appeals Board meeting. The revised request includes a total of 69.18± acres including the original 57.44± acres property known as (Tract 1) and an additional 11.74± acres known as (Tract 2).

(Tract 1) is a 57.44± acres property and is part of a larger property originally zoned Planned Unit Development (P-U-D) in 2018 for a mixed-use development. This property is located on the east side of Lakeview Drive and is approved for 252 multi-family apartments and 189,400 square feet of commercial space. Presently, various stages of infrastructure improvements have been completed including the construction of a private street, bridge/culvert crossing, stormwater ponds and water / sewer utilities. In addition, commercial pads have been graded on both sides of the private street and at the corner outparcel at Limestone Pkwy / Jesse Jewell Pkwy for a restaurant.

(Tract 2) is a 11.74± acres undeveloped property located on the westside of Lakeview Drive zoned Residential-II (R-II). A summary of the applicants zoning request is below.

- Rezone 69.18± acres consisting of Tract 1 and Tract 2 from P-U-D and R-II to P-U-D.
- Tract 1 is currently zoned P-U-D and is approved for 252 apartment units. The applicant proposes a total of **316 apartment units** by relocating 64 units from (Tract 2).
- Tract 2 is currently zoned R-II and is entitled to a maximum of 140 multi-family units. The applicant proposes to reduce the number of units for a total of **76 townhome units**.
- Amend original zoning Ordinance 2018-23 to remove zoning condition #3 which requires an occupancy permit for 35,000 square feet of commercial space prior to receiving an occupancy permit for more than 100 apartment, townhome or condominium units.

- The development standards will remain unchanged for the original P-U-D zoning request except the design and height for the multi-family apartments shall include 4/5 story split configuration.

Below are the proposed townhome standards for the 11.74± acres (Tract 2) which were not part of the original P-U-D zoning.

Development Standards - Townhomes

- 76 Total townhomes.
- Surface level parking spaces and garage parking are provided for each townhome unit.
- 9-foot ceilings with crown molding & chair rail accents & custom designed cabinetry.
- Appliances include Refrigerator, Dishwasher, Microwave Oven & Disposal.
- Controlled access community.
- Sidewalk access on one side of the road.
- Professionally designed & maintained landscaping.
- Primary exterior building materials shall include, fiber cement lap siding and fiber cement board and batten siding. Accent material application shall include fiber cement, shake siding, brick and cultured stone accents shall be utilized on front and visual elevations of the buildings.
- Metal roofs and shingle roofs will be utilized.
- HVAC condenser units may be visual from the street with no screening.
- Building Setbacks and Buffers shall be as follows (at a minimum):
 - Front Setback: 30 feet
 - Side setback: 10 feet
 - Rear setback: 10 feet
 - Landscape Buffer: 20 feet at rear and sides
- Amenities as shown on the concept plan include a pool, bath house and common green areas.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family homes; Undeveloped Commercial Land	Residential-I (R-I) General Business (G-B)
South	Liberty Lakeview; New Holland Village single-family and duplex homes	Planned Unit Development (PUD) Residential-II (R-II) -County
East	New Holland Marketplace Mixed-Use Development (Kroger, McDonalds, AutoZone, Ace Hardware, Chick-Fil-A)	Planned Unit Development (PUD)
West	Gainesville Middle School; Frances Meadows Aquatic Center	Office and Institutional (O-I)

The property is located within the Limestone Corridor Overlay Zone. Significant uses within the surrounding area include the New Holland Market Shopping Center, Brenau University Sports Complex, Lakeview Academy, Northeast Georgia Medical Center and Atlanta Botanical Garden.

▪ **Other Departmental Comments**

Coordination will be required with the City of Gainesville Public Works Department and the Georgia Department of Transportation (GDOT) regarding all access point design.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2022 – A request by Caballero Holdings, LLC to annex a 140.77± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 Eberhart Cemetery Road; 2465 Floyd Road, SE; 2166, 2170 and 2210 Old Cornelia Highway was conditionally approved for a master planned mixed-use development.

2022 – A request by Caballero Holdings, LLC to amend a 14.43± acres tract zoned Planned Unit Development (P-U-D) located at 0, 2490 and 2544 Floyd Road, SE; 0 Lenox Drive, SE; 0 Old Cornelia Highway, SE was conditionally approved for a master planned mixed-use development.

2021 – A request by Optum Development to annex a 7.77± acres tract with a zoning of Planned Unit Development (P-U-D) located at 1744 Cleveland Highway was conditionally approved for residential townhomes.

2020 – A request by Frank Norton, Jr. to annex a 2.16± acres tract with a zoning of Planned Unit Development (P-U-D) located at 39, 44, 48 and 49 Quarry Street; 4 Highland Street was conditionally approved for residential cottages and townhomes.

2020 – A request by Frank Norton, Jr. to amend a 14.75± acres tract zoned Planned Unit Development (P-U-D) located at 0 Lakeview Drive NE; 52, 54 and 56 Quarry Street NE was conditionally approved for residential cottages and townhomes.

2020 – A request by Capstone Acquisitions, LLC to annex a 6.148± acres tract with a zoning of Light Industrial (L-I) located at 0 Jesse Jewell Parkway was conditionally approved for a climate-controlled self-storage and office/warehouse.

2018 – A request by Limestone Greenway, LLC to annex a 75.12± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 2065 Limestone Parkway was conditionally approved for a mixed-use development.

2017 – A request by Keel Property Management, LLC to annex a 6.32± acres tract with a zoning of General Business (G-B) located at 0 White Sulphur Road Drive was conditionally approved for restaurant, retail and a carwash.

2017 – A request by the City of Gainesville to rezone 53.177± acres located at 1514, 1515, 1545, 1560 and 1581 Community Way from Residential-II (R-II) to Office and Institutional (O-I) zoning was approved for existing uses and for future professional office purposes.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223± acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

Staff Analysis

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The surrounding properties are zoned for residential, office, institutional, commercial and light industrial purposes with zonings of R-I, R-II, P-U-D, O-I, G-B and L-I. The adjacent and nearby residential properties include a mixture of single-family and duplex homes within the historic New Holland Mill community and the Liberty Lakeview neighborhood under development. Given that the use will remain the same and the overall density will not change, the proposal appears suitable with the development of adjacent and nearby property.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed rezoning request will reduce impacts to Lakeview Drive by moving more of the residential units (64 units) to the east side of Lakeview Drive in order to utilize the existing traffic signal on Limestone Parkway. Overall, the maximum number of residential units will remain the same.

The proposed apartments will increase vehicular trips to Limestone Parkway. Recent turn lane improvements at the intersection of Limestone Parkway and Jesse Jewell Parkway as well as the addition of a traffic signal at the development entrance on Limestone Parkway will assist access and turning movements for (Tract 1). The proposed townhome development (Tract 2) will add vehicular trips to Lakeview Drive but will be constructed with sidewalks, acceleration and deceleration lanes.

Given the rolling topography, streams that are present on both properties and the location of nearby Limestone Creek, environmental impacts are required to be properly mitigated through improved storm water measures. Open space, buffers, water quality and erosion measures will be required by code to help protect Limestone Creek of which many have already been installed.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Gainesville Future Development Map places the subject property within the *Low-Medium Density Residential* land use category which includes areas containing or planned for single-family detached or semi-detached housing at densities up to 4.0 dwelling units per acre. The proposal seeks an overall gross residential density of 4.8± dwelling units per acre which includes the original mixed-use development property and the existing 11.74± property zoned R-II. Given that the proposed residential density is not increasing from what is currently approved for the property, it appears the proposal is consistent with the Comprehensive Plan.

The subject property is located within the *Historic Mill Villages* Character Area and the *Limestone Medical Corridor* Character Area.

The vision for the *Historic Mill Villages* Character Area is to include historic preservation and incremental restoration as a priority for the mill village area. New development should be designed to incorporate green technologies and practices as well as architecture consistent with the forms and materials of the mill and housing. Greenfield sites should be carefully planned and controlled to protect Limestone Creek. New mixed-income development is acceptable as new construction on adequately sized lots or a reuse of the property. Opportunities may exist for future adaptive reuse for mixed-use development and neighborhood serving commercial. Land uses allowed within this character area include medium density residential, mixed-use, commercial, public / institutional, and parks / recreation / conservation.

The *Limestone Medical Corridor* Character Area is envisioned as an employment corridor and not anticipated to expand Gainesville's traditional neighborhood fabric, but there is space for housing development. Limestone Creek is a sensitive environment and should be buffered and protected from new development. There should be a focus on preservation of existing character through an adaptive reuse where feasible. Land uses supported in the character area are public /

institutional, low density residential, medium density residential, multi-family residential, mixed-use, commercial, and parks / recreation / conservation.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

If approved, the proposal will rezone the property from P-U-D and R-II to P-U-D which will keep both Tract 1 and Tract 2 under a site-specific zoning with common development standards. In addition, shifting some of the residential units from Tract 2 to Tract 1 will better utilize the existing traffic signal on Limestone Parkway.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Surrounding developments currently utilize City water and sewer services and there is sufficient capacity to serve the development.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 located off of Queen City Parkway is approximately 2.6 miles away. As well, Hall County Fire Station #7 located off of East Crescent Drive is approximately 1.4 miles away.

According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the 316 residential apartments could generate 1,327± new trips per weekday and 111± A.M. and 139± P.M. peak hour trips during the weekday. The proposed 76 residential Townhomes could generate 441± new trips per weekday and 33± A.M. and 40± P.M. peak hour trips during the weekday.

The subject property will not increase the number of residential units or square footage of commercial uses over what is currently entitled for the property. The proposal will add more children to the Gainesville City School System as the housing is not age restricted. It's unknown at this time what the increase of school age children will be to the Gainesville City school district.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The surrounding and nearby properties have been impacted by residential and non-residential growth along the Jesse Jewell Parkway and Limestone Parkway. Much of this is due to the proximity of Exit 24/I-985 and Northeast Georgia Medical Center. Nearby office, commercial and service uses will continue to develop along nearby Jesse Jewell Parkway and Limestone Parkway which will provide shopping and service needs for the residential apartments and townhomes.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Given the subject property's proximity to/within the city limits and the adjacent mixture of uses, the proposal, with the zoning conditions recommended by staff, appears to reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of this rezoning request with a zoning of **Planned Unit Development (P-U-D)** based on the Comprehensive Plan and the adjacent and nearby mixture of uses.

The following are the original adopted zoning conditions from Zoning Ordinance 2018-23 except for zoning conditions 3 and 15 have been amended to reflect the revised zoning request.

Conditions

Development Standards

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.
2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores, group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. A gas station shall be prohibited except for the proposed outparcel lot at the corner of Jesse Jewell Parkway and Limestone Parkway.
3. The multi-family residential portion of the 57.44± acres (Tract 1) shall be limited to a maximum of 316 apartment, townhome or condominium units. The 11.74± acres (Tract 2) shall be limited to maximum of 76 townhomes, condominiums or single-family homes. Residential development within (Tract 1) and (Tract 2) shall require design review and approval by the Community and Economic Development Department Director.
4. In addition to the proposed buffers stated as part of this proposal, a minimum 25-foot wide buffer shall be required along Lakeview Drive for the entire development. The buffer shall contain a mixture of evergreen and deciduous trees. The Community Development Director shall have the final determination on the number, location and type of trees to be planted.
5. The proposed erosion control and water quality measures for the development shall at minimum meet the Georgia Storm Water Management Manual requirements. The developer shall also construct additional bioretention facilities within the development strategically designed and located to minimize sedimentation and to filter runoff from yards, pavement, and buildings, with the goal of minimizing the amount of unfiltered runoff, fertilizer, and other contaminants entering Lake Lanier from the development. The City of Gainesville shall approve the final design of all water quality measures.
6. All service areas, loading areas, ground or roof top HVAC equipment shall be screened from view from all adjacent residential uses, public and private roads.
7. All of the front yards of the proposed new single-family residential dwellings shall be sodded with grass. In addition, the rear of the proposed single-family homes

fronting Lakeview Drive and Highland Street shall be designed with exterior architectural features to resemble a front facade.

Transportation / Traffic

8. All required access/traffic/sidewalk improvements associated with the proposed development shall be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Director and any additional improvements shall be at the full expense of the Developer.
9. The Developer shall meet all requirements of the Georgia Department of Transportation, but at a minimum shall construct the following roadway improvements identified in the Traffic Impact Study dated March 29, 2018:
 - a) Limestone Parkway at Beverly Road – Construction of a separate eastbound exclusive right turn lane on Beverly Road. A protected/permissive left turn phasing for the northbound left turn volume on Limestone Parkway will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.
 - b) Limestone Parkway at Kroger Access – An addition of the fourth approach for the Limestone Greenway site will need to be approved and permitted by the Georgia Department of Transportation. The existing northbound U-turn lane on Limestone Parkway will be restriped as a left turn lane. The signal at the intersection will need to be upgraded for the addition of the fourth approach. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia Department of Transportation auxiliary lane length standards. A protected/permissive left turn phasing for the northbound left turn lane will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.
 - c) Limestone Parkway at Jesse Jewell Parkway – An addition of a southbound right turn lane on Limestone Parkway in order to accommodate a shared through/right plus a new exclusive right turn lane. Overlap phasing of the intersection will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.
10. In addition to the identified roadway improvements, the newly constructed Limestone Greenway roadway should include either a center turn lane or a raised median with left turn lanes into the retail access.
11. The roundabout shown on the proposed concept plan shall be required per the approval of the Gainesville Public Works Director.
12. Improvements at the signalized intersections should include video detection and fiber connection to the City's ITS facility.
13. All new streets, alleys, driveways and sidewalks shall meet the standards within Article 9-13-10 of the City's Unified Land Development Code, but shall be privately

maintained. Pervious paving, not including gravel, may be allowed for the single-family homes per the approval of the Gainesville Public Works Director.

14. All new streets shall include a minimum 5' sidewalk along both sides of the street, in accordance with Section 9-13-9-26 of the City's Unified Land Development Code. In addition, a minimum 5' wide sidewalk shall be constructed along Lakeview Drive for the entire length of the subject property. A crosswalk shall be provided from the subject property across Lakeview Drive to the existing side/rear entrance to the Gainesville Middle School and Frances Meadows Aquatic Center. The Gainesville Public Works Director shall have the final determination on the exact design and location of the new sidewalk and crosswalk.
15. There shall be no access allowed from the subject property onto Lakeview Drive except for the 11.74± acres tract known as Tract 2.

Excerpts from the June 14, 2022 PAB Meeting Minutes

Applicant Presentation: Bo Weber, 329 Pointe Olympus Drive, stated he represents the applicant and said condition three as Mr. Tate mentioned, the units on Tract 2 will be townhomes, patio homes, cottages, single family residences and no apartment units.

FAVOR: None

OPPOSE: None

PLANNING AND APPEALS BOARD COMMENTS: Board Member Thompson asked about the time frame being changed, if there was a different developer and concerned that in six months the request being pulled completely and wanting to add 500 units due to not having anyone to occupy it. Mr. Weber stated there are different developers involved for different aspects of the project that specialize in different areas so the concern was not to hold up one area of the project that was ready to move forward while another one was still coming along and he said there were two developers involved in the project. Deputy Director Tate stated the reason for the condition was to assure the developer would provide a level of commitment to construct the proposed commercial and it not be just a residential development. A restaurant was recently permitted for the commercial outparcel at the corner of Limestone Parkway and Jesse Jewell Parkway and preliminary engineering is in the process for the large portion commercial property within Tract 1.

There was a motion to recommend conditional approval to rezone the subject property for a mixed-use development from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D) with the following conditions:

Conditions

Development Standards

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.

2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores, group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. A gas station shall be prohibited except for the proposed outparcel lot at the corner of Jesse Jewell Parkway and Limestone Parkway.
3. The multi-family residential portion of the 57.44± acres (Tract 1) shall be limited to a maximum of 316 apartment, townhome or condominium units. The 11.74± acres (Tract 2) shall be limited to maximum of 76 townhomes, condominiums or single-family homes. Residential development within (Tract 1) and (Tract 2) shall require design review and approval by the Community and Economic Development Department Director.
4. In addition to the proposed buffers stated as part of this proposal, a minimum 25-foot wide buffer shall be required along Lakeview Drive for the entire development. The buffer shall contain a mixture of evergreen and deciduous trees. The Community Development Director shall have the final determination on the number, location and type of trees to be planted.
5. The proposed erosion control and water quality measures for the development shall at minimum meet the Georgia Storm Water Management Manual requirements. The developer shall also construct additional bioretention facilities within the development strategically designed and located to minimize sedimentation and to filter runoff from yards, pavement, and buildings, with the goal of minimizing the amount of unfiltered runoff, fertilizer, and other contaminants entering Lake Lanier from the development. The City of Gainesville shall approve the final design of all water quality measures.
6. All service areas, loading areas, ground or roof top HVAC equipment shall be screened from view from all adjacent residential uses, public and private roads.
7. All of the front yards of the proposed new single-family residential dwellings shall be sodded with grass. In addition, the rear of the proposed single-family homes fronting Lakeview Drive and Highland Street shall be designed with exterior architectural features to resemble a front facade.

Transportation / Traffic

8. All required access/traffic/sidewalk improvements associated with the proposed development shall be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Director and any additional improvements shall be at the full expense of the Developer.
9. The Developer shall meet all requirements of the Georgia Department of Transportation, but at a minimum shall construct the following roadway improvements identified in the Traffic Impact Study dated March 29, 2018:
 - a) Limestone Parkway at Beverly Road – Construction of a separate eastbound exclusive right turn lane on Beverly Road. A protected/permissive left turn phasing for the northbound left turn volume on Limestone Parkway will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.

- b) **Limestone Parkway at Kroger Access – An addition of the fourth approach for the Limestone Greenway site will need to be approved and permitted by the Georgia Department of Transportation. The existing northbound U-turn lane on Limestone Parkway will be restriped as a left turn lane. The signal at the intersection will need to be upgraded for the addition of the fourth approach. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia Department of Transportation auxiliary lane length standards. A protected/permissive left turn phasing for the northbound left turn lane will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**
 - c) **Limestone Parkway at Jesse Jewell Parkway – An addition of a southbound right turn lane on Limestone Parkway in order to accommodate a shared through/right plus a new exclusive right turn lane. Overlap phasing of the intersection will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**
10. **In addition to the identified roadway improvements, the newly constructed Limestone Greenway roadway should include either a center turn lane or a raised median with left turn lanes into the retail access.**
 11. **The roundabout shown on the proposed concept plan shall be required per the approval of the Gainesville Public Works Director.**
 12. **Improvements at the signalized intersections should include video detection and fiber connection to the City's ITS facility.**
 13. **All new streets, alleys, driveways and sidewalks shall meet the standards within Article 9-13-10 of the City's Unified Land Development Code, but shall be privately maintained. Pervious paving, not including gravel, may be allowed for the single-family homes per the approval of the Gainesville Public Works Director.**
 14. **All new streets shall include a minimum 5' sidewalk along both sides of the street, in accordance with Section 9-13-9-26 of the City's Unified Land Development Code. In addition, a minimum 5' wide sidewalk shall be constructed along Lakeview Drive for the entire length of the subject property. A crosswalk shall be provided from the subject property across Lakeview Drive to the existing side/rear entrance to the Gainesville Middle School and Frances Meadows Aquatic Center. The Gainesville Public Works Director shall have the final determination on the exact design and location of the new sidewalk and crosswalk.**
 15. **There shall be no access allowed from the subject property onto Lakeview Drive except for the 11.74± acres tract known as Tract 2.**

Motion made by Board Member Martin
 Motion seconded by Board Member White
Vote – 6 favor, 1 recusal (Carter)

Passed: _____

AN ORDINANCE

No. 2022-23

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 69.18± ACRES TRACT LOCATED ON THE EAST AND WEST SIDE OF LAKEVIEW DRIVE, AND ON THE NORTHEAST SIDE OF THE INTERSECTION OF JESSE JEWELL PARKWAY AND VICTORY STREET (A/K/A 515 LAKEVIEW DRIVE, NE; 2065 LIMESTONE PARKWAY AND 1881 JESSE JEWELL PARKWAY, NE) FROM PLANNED UNIT DEVELOPMENT (P-U-D) AND RESIDENTIAL-II (R-II) TO PLANNED UNIT DEVELOPMENT (P-U-D), WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c)**.

Conditions

Development Standards

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.
2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores, group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, tobacco or vaping stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. A gas station shall be prohibited except for the proposed outparcel lot at the corner of Jesse Jewell Parkway and Limestone Parkway.
3. The multi-family residential portion of the 57.44± acres (Tract 1) shall be limited to a maximum of 316 apartment, townhome or condominium units. The 11.74± acres (Tract 2) shall be limited to maximum of 76 townhomes, condominiums or single-

ORDINANCE NO. 2022-23

family homes. Residential development within (Tract 1) and (Tract 2) shall require design review and approval by the Community and Economic Development Department Director.

4. In addition to the proposed buffers stated as part of this proposal, a minimum 25-foot wide buffer shall be required along Lakeview Drive for the entire development. The buffer shall contain a mixture of evergreen and deciduous trees. The Community Development Director shall have the final determination on the number, location and type of trees to be planted.
5. The proposed erosion control and water quality measures for the development shall at minimum meet the Georgia Storm Water Management Manual requirements. The developer shall also construct additional bioretention facilities within the development strategically designed and located to minimize sedimentation and to filter runoff from yards, pavement, and buildings, with the goal of minimizing the amount of unfiltered runoff, fertilizer, and other contaminants entering Lake Lanier from the development. The City of Gainesville shall approve the final design of all water quality measures.
6. All service areas, loading areas, ground or roof top HVAC equipment shall be screened from view from all adjacent residential uses, public and private roads.
7. All of the front yards of the proposed new single-family residential dwellings shall be sodded with grass. In addition, the rear of the proposed single-family homes fronting Lakeview Drive and Highland Street shall be designed with exterior architectural features to resemble a front facade.

Transportation / Traffic

8. All required access/traffic/sidewalk improvements associated with the proposed development shall be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Director and any additional improvements shall be at the full expense of the Developer.
9. The Developer shall meet all requirements of the Georgia Department of Transportation, but at a minimum shall construct the following roadway improvements identified in the Traffic Impact Study dated March 29, 2018:
 - a) Limestone Parkway at Beverly Road – Construction of a separate eastbound exclusive right turn lane on Beverly Road. A protected/permissive left turn phasing for the northbound left turn volume on Limestone Parkway will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.
 - b) Limestone Parkway at Kroger Access – An addition of the fourth approach for the Limestone Greenway site will need to be approved and permitted by the Georgia Department of Transportation. The existing northbound U-turn lane on Limestone Parkway will be restriped as a left turn lane. The signal at the intersection will need to be upgraded for the addition of the fourth approach. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia Department of Transportation auxiliary lane length standards. A protected/permissive left turn phasing for

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the northbound left turn lane will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.

- c) **Limestone Parkway at Jesse Jewell Parkway – An addition of a southbound right turn lane on Limestone Parkway in order to accommodate a shared through/right plus a new exclusive right turn lane. Overlap phasing of the intersection will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**
- 10. **In addition to the identified roadway improvements, the newly constructed Limestone Greenway roadway should include either a center turn lane or a raised median with left turn lanes into the retail access.**
- 11. **The roundabout shown on the proposed concept plan shall be required per the approval of the Gainesville Public Works Director.**
- 12. **Improvements at the signalized intersections should include video detection and fiber connection to the City's ITS facility.**
- 13. **All new streets, alleys, driveways and sidewalks shall meet the standards within Article 9-13-10 of the City's Unified Land Development Code, but shall be privately maintained. Pervious paving, not including gravel, may be allowed for the single-family homes per the approval of the Gainesville Public Works Director.**
- 14. **All new streets shall include a minimum 5' sidewalk along both sides of the street, in accordance with Section 9-13-9-26 of the City's Unified Land Development Code. In addition, a minimum 5' wide sidewalk shall be constructed along Lakeview Drive for the entire length of the subject property. A crosswalk shall be provided from the subject property across Lakeview Drive to the existing side/rear entrance to the Gainesville Middle School and Frances Meadows Aquatic Center. The Gainesville Public Works Director shall have the final determination on the exact design and location of the new sidewalk and crosswalk.**
- 15. **There shall be no access allowed from the subject property onto Lakeview Drive except for the 11.74± acres tract known as Tract 2.**

Legal Description

Tract 1

All that tract or parcel of land lying and being in Land Lots 123 & 133, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for Lane & Block, LLC, dated November 8th, 2021, last revised on May 13th, 2022 and being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 133, 9th Land District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

Commencing at the Centerline Intersection of State Route 365 (Business) (Jesse Jewell Parkway) (varying width right-of-way) and U.S. Highway 11 (State Route 129) (Limestone

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Parkway) (varying width right-of-way); Thence North 88 degrees 13 minutes 47 seconds West for a distance of 171.82 feet to a 1/2" rebar pin set at the Northerly mitered right-of-way corner located at the Southwesterly intersection corner of said Jesse Jewell Parkway & Limestone Parkway (having a coordinate value of Northing: 1568814.80 Easting: 2408104.01 based on the Georgia State Plane Coordinate System, North American Datum of 1983/1990 adjustment, Georgia West Zone;

Thence following said mitered right-of-way line the following course:

Thence South 18 degrees 01 minutes 19 seconds East for a distance of 111.42 feet to a concrete right-of-way monument found on the Westerly right-of-way line of said Jesse Jewell Parkway; Thence following the Westerly right-of-way line of said Jesse Jewell Parkway the following courses:

Thence South 27 degrees 35 minutes 25 seconds West for a distance of 323.50 feet to a concrete right-of-way monument found; Thence North 31 degrees 45 minutes 23 seconds West for a distance of 98.36 feet to a concrete right-of-way monument found; Thence South 27 degrees 39 minutes 03 seconds West for a distance of 60.56 feet to a 1/2" rebar pin set said point being the TRUE POINT OF BEGINNING.

Thence following said mitered right-of-way line the following course:

Thence South 27 degrees 39 minutes 03 seconds West for a distance of 60.64 feet to a concrete right-of-way monument found; Thence South 31 degrees 18 minutes 28 seconds East for a distance of 98.41 feet to a concrete right-of-way monument found; Thence along a curve to the right having a radius of 1468.71 feet and an arc length of 191.36 feet, being subtended by a chord of South 33 degrees 52 minutes 51 seconds West for a distance of 191.23 feet to a 1/2" rebar pin set at the Southeasterly mitered right-of-way corner at the Northeasterly intersection corner of said Jesse Jewell Parkway & Victory Street (32' wide right-of-way); Thence leaving the Westerly right-of-way line of said Jesse Jewell Parkway and following said mitered right-of-way line the following courses:

Thence North 75 degrees 42 minutes 17 seconds West for a distance of 41.99 feet to a 1/2" rebar pin set; Thence North 37 degrees 30 minutes 24 seconds West for a distance of 47.70 feet to a 1/2" rebar pin set on the Easterly right-of-way line of said Victory Street; Thence leaving said mitered right-of-way line and following the Easterly and Northerly right-of-way line of said Victory Street the following courses:

Thence North 20 degrees 54 minutes 06 seconds West for a distance of 226.23 feet to a point; Thence along a curve to the left having a radius of 1489.31 feet and an arc length of 127.37 feet, being subtended by a chord of North 23 degrees 21 minutes 06 seconds West for a distance of 127.33 feet to a point; Thence along a curve to the left having a radius of 23780.55 feet and an arc length of 232.69 feet, being subtended by a chord of North 26 degrees 04 minutes 55 seconds West for a distance of 232.69 feet to a point; Thence North 26 degrees 21 minutes 44 seconds West for a distance of 177.99 feet to a point; Thence along a curve to the left having a radius of 63.31 feet and an arc length of 93.16 feet, being subtended by a chord of North 68 degrees 27 minutes 55 seconds West for a distance of 84.98 feet to a point; Thence along a curve to the left having a radius of 87.08 feet and an arc length of 36.06 feet, being subtended by a chord of South 57 degrees 30 minutes 56 seconds West for a distance of 35.81 feet to a point; Thence South 45 degrees 58 minutes 44 seconds West for a distance of 109.37 feet to a point on the Northeasterly line of Lot 157, Plat of Section No. 2, Subdivision for Pacolet MFG, Company New Holland, Georgia as recorded in Plat Book 14, Pages 57-60, Hall County, Georgia plat records; Thence leaving the Northerly right-of-way line of said Victory Street and

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following the Northeasterly line of said Lot 157 and the Northwesterly line of said Lot 157 and Lots 156 and 155, said plat of Pacolet MFG Company the following courses:

Thence North 43 degrees 15 minutes 50 seconds West for a distance of 145.00 feet to a 60d nail set at base of tree; Thence South 46 degrees 26 minutes 42 seconds West for a distance of 200.00 feet to a 1" solid iron pin found; Thence South 44 degrees 54 minutes 08 seconds West for a distance of 131.77 feet to a 2" open top pin found on the Northeasterly line of the plat of Limestone Greenway LLC as recorded in Plat Book 877, Pages 176-178, Hall County, Georgia plat records; Thence leaving the Northwesterly line of said Lot 155 & following the Northeasterly and Northerly line of said plat of Limestone Greenway LLC the following courses:

Thence North 48 degrees 50 minutes 59 seconds West for a distance of 216.40 feet to a 1/2" rebar pin found; Thence South 28 degrees 49 minutes 35 seconds West for a distance of 148.99 feet to a 1/2" rebar pin found; Thence South 86 degrees 41 minutes 00 seconds West for a distance of 194.22 feet to a 1/2" rebar pin found; Thence South 70 degrees 49 minutes 26 seconds West for a distance of 348.35 feet to a 1/2" rebar pin found; Thence South 63 degrees 28 minutes 07 seconds West for a distance of 60.97 feet to a 1/2" rebar pin found; Thence North 69 degrees 31 minutes 25 seconds West for a distance of 172.76 feet to a point; Thence North 70 degrees 08 minutes 23 seconds West for a distance of 154.42 feet to a 1/2" rebar pin found on the Easterly right-of-way line of Lake View Drive (50' wide right-of-way); Thence leaving the Northerly line of said plat of Limestone Greenway LLC and following the Easterly right-of-way line of said Lake View Drive the following courses:

Thence along a curve to the right having a radius of 177.78 feet and an arc length of 47.35 feet, being subtended by a chord of North 48 degrees 59 minutes 04 seconds East for a distance of 47.21 feet to a point; Thence North 52 degrees 12 minutes 12 seconds East for a distance of 75.04 feet to a point; Thence along a curve to the left having a radius of 185.11 feet and an arc length of 105.24 feet, being subtended by a chord of North 34 degrees 27 minutes 42 seconds East for a distance of 103.83 feet to a point; Thence along a curve to the left having a radius of 322.30 feet and an arc length of 98.24 feet, being subtended by a chord of North 07 degrees 34 minutes 59 seconds East for a distance of 97.86 feet to a point; Thence North 01 degrees 33 minutes 10 seconds East for a distance of 83.76 feet to a point; Thence along a curve to the right having a radius of 1832.48 feet and an arc length of 185.02 feet, being subtended by a chord of North 04 degrees 35 minutes 16 seconds East for a distance of 184.94 feet to a point; Thence North 07 degrees 52 minutes 29 seconds East for a distance of 32.42 feet to a point; Thence along a curve to the left having a radius of 651.96 feet and an arc length of 223.76 feet, being subtended by a chord of North 00 degrees 52 minutes 34 seconds West for a distance of 222.66 feet to a point; Thence along a curve to the left having a radius of 535.05 feet and an arc length of 101.36 feet, being subtended by a chord of North 18 degrees 30 minutes 53 seconds West for a distance of 101.21 feet to a point; Thence along a curve to the right having a radius of 940.99 feet and an arc length of 63.08 feet, being subtended by a chord of North 21 degrees 29 minutes 43 seconds West for a distance of 63.07 feet to a point; Thence along a curve to the right having a radius of 357.21 feet and an arc length of 97.14 feet, being subtended by a chord of North 10 degrees 41 minutes 16 seconds West for a distance of 96.84 feet to a point; Thence along a curve to the right having a radius of 478.93 feet and an arc length of 101.05 feet, being subtended by a chord of North 04 degrees 32 minutes 23 seconds East for a distance of 100.86 feet to a point; Thence North 09 degrees 10 minutes 47 seconds East for a distance of 19.18 feet to a point; Thence along a curve to the left having a radius of 375.34 feet and an arc length of 70.15 feet, being subtended by a chord of North 05 degrees 33 minutes 19 seconds East for a distance of 70.05 feet to a point to a point on the Southerly line of that certain parcel of land as described in deed book 7909, page 675, Hall County, Georgia Deed records and as shown on that certain plat as recorded in Plat Slide 639, Page 221A, Hall County, Georgia, Plat records (said point being referenced by a 2" solid iron pin found lying 0.6'

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northeast on the following described course); Thence leaving the Easterly right-of-way line of said Lake View Drive and following said Southerly parcel line the following course:

Thence North 59 degrees 44 minutes 32 seconds East for a distance of 387.00 feet to a 1/2" rebar pin found on the Southerly line of that certain parcel of land as described in Deed Book 5513, Page 178, Hall County, Georgia Deed records and as shown on that certain plat as recorded in Plat Slide 102, Page 112A, Hall County, Georgia Plat records; Thence following said Southerly parcel line the following course:

Thence North 59 degrees 49 minutes 25 seconds East for a distance of 1025.68 feet to a point on the Westerly right-of-way of said Limestone Parkway;

Thence leaving said Southerly parcel line and following the Westerly right-of-way line of said Limestone Parkway the following courses:

Thence North 64 degrees 43 minutes 30 seconds East for a distance of 26.48 feet to a 1/2" rebar pin set; Thence South 08 degrees 19 minutes 56 seconds East for a distance of 191.42 feet to a point; Thence along a curve to the left having a radius of 2939.78 feet and an arc length of 210.81 feet, being subtended by a chord of South 10 degrees 23 minutes 12 seconds East for a distance of 210.76 feet to a point; Thence South 77 degrees 33 minutes 33 seconds West for a distance of 25.00 feet to a 1/2" rebar pin set; Thence along a curve to the left having a radius of 2964.78 feet and an arc length of 41.40 feet, being subtended by a chord of South 12 degrees 50 minutes 27 seconds East for a distance of 41.40 feet to a 1/2" rebar pin set; Thence North 76 degrees 45 minutes 33 seconds East for a distance of 25.00 feet to a 1/2" rebar pin set; Thence along a curve to the left having a radius of 2939.78 feet and an arc length of 492.57 feet, being subtended by a chord of South 18 degrees 02 minutes 27 seconds East for a distance of 491.99 feet to a 1/2" rebar pin set; Thence South 67 degrees 09 minutes 33 seconds West for a distance of 25.00 feet to a 1/2" rebar pin set; Thence along a curve to the left having a radius of 2964.78 feet and an arc length of 51.74 feet, being subtended by a chord of South 23 degrees 20 minutes 27 seconds East for a distance of 51.74 feet to a 1/2" rebar pin set; Thence North 66 degrees 09 minutes 33 seconds East for a distance of 25.00 feet to a 1/2" rebar pin set; Thence along a curve to the left having a radius of 2939.78 feet and an arc length of 140.70 feet, being subtended by a chord of South 25 degrees 12 minutes 43 seconds East for a distance of 140.69 feet to a 1/2" rebar pin set; Thence South 26 degrees 34 minutes 59 seconds East for a distance of 220.56 feet to a 1/2" rebar pin set; Thence along a curve to the left having a radius of 1220.91 feet and an arc length of 404.53 feet, being subtended by a chord of South 36 degrees 04 minutes 31 seconds East for a distance of 402.69 feet to a 1/2" rebar pin set; Thence leaving said right-of-way South 41 degrees 04 minutes 20 seconds West for a distance of 210.72 feet to a 1/2" rebar pin set; Thence South 51 degrees 02 minutes 55 seconds East for a distance of 102.62 feet to a 1/2" rebar pin set; Thence South 40 degrees 53 minutes 36 seconds West for a distance of 40.56 feet to a 1/2" rebar pin set; Thence South 29 degrees 13 minutes 40 seconds East for a distance of 364.73 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 57.44 acres more or less.

Tract 2

All that tract or parcel of land lying land lot 133 9th district of Hall County, Georgia as shown on a "Annexation Exhibit" prepared by Patton Land Surveying, LLC. for Limestone Village LLC dated 4/12/2018 and being more particularly described as follows:

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Commencing at the common corner of land lots 123, 124, 132 and 133, 9th land district thence South 59 degrees 46 minutes 23 seconds West for a distance of 1341.97 feet to a point being located on the westerly 50' right-of-way (R/W) of Lakeview Drive, said point being the TRUE POINT OF BEGINNING.

Thence along the westerly R/W as follows; South 08 degrees 32 minutes 38 seconds West for a distance of 51.29 feet to a point; Thence along a curve to the left having a radius of 528.93 feet and an arc length of 111.57 feet, being subtended by a chord of South 04 degrees 28 minutes 23 seconds West for a distance of 111.36 feet to a point; Thence along a curve to the left having a radius of 407.21 feet and an arc length of 111.49 feet, being subtended by a chord of South 10 degrees 39 minutes 17 seconds East for a distance of 111.14 feet to a point; Thence South 21 degrees 28 minutes 07 seconds East for a distance of 67.34 feet to a point; Thence along a curve to the right having a radius of 485.05 feet and an arc length of 91.36 feet, being subtended by a chord of South 18 degrees 35 minutes 16 seconds East for a distance of 91.22 feet to a point; Thence along a curve to the right having a radius of 522.32 feet and an arc length of 97.64 feet, being subtended by a chord of South 05 degrees 56 minutes 47 seconds East for a distance of 97.50 feet to a point; Thence along a curve to the right having a radius of 653.39 feet and an arc length of 108.33 feet, being subtended by a chord of South 03 degrees 51 minutes 05 seconds West for a distance of 108.20 feet to a point; Thence South 07 degrees 52 minutes 29 seconds West for a distance of 32.82 feet to a point; Thence along a curve to the left having a radius of 1254.21 feet and an arc length of 99.21 feet, being subtended by a chord of South 05 degrees 58 minutes 54 seconds West for a distance of 99.18 feet to a point; Thence along a curve to the left having a radius of 2010.65 feet and an arc length of 91.26 feet, being subtended by a chord of South 03 degrees 04 minutes 59 seconds West for a distance of 91.25 feet to a point; Thence South 01 degrees 33 minutes 10 seconds West for a distance of 85.07 feet to a point; Thence along a curve to the right having a radius of 272.30 feet and an arc length of 83.29 feet, being subtended by a chord of South 07 degrees 22 minutes 33 seconds West for a distance of 82.96 feet to a point; Thence along a curve to the right having a radius of 135.11 feet and an arc length of 76.38 feet, being subtended by a chord of South 34 degrees 42 minutes 02 seconds West for a distance of 75.37 feet to a point; Thence along a curve to the right having a radius of 240.92 feet and an arc length of 31.34 feet, being subtended by a chord of South 51 degrees 24 minutes 20 seconds West for a distance of 31.31 feet to a point; Thence South 52 degrees 43 minutes 59 seconds West for a distance of 63.46 feet to a point; Thence North 69 degrees 49 minutes 45 seconds West for a distance of 91.92 feet to a point; Thence North 41 degrees 19 minutes 53 seconds West for a distance of 882.61 feet to a point; Thence North 59 degrees 54 minutes 20 seconds East for a distance of 618.71 feet to a point; Thence North 59 degrees 51 minutes 42 seconds East for a distance of 258.60 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 11.74 Acres more or less.

Together with and subject to covenants, easements, and restrictions of record.

SECTION II

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that

ORDINANCE NO. 2022-23

such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V

The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

W. Samuel Couvillon, Mayor

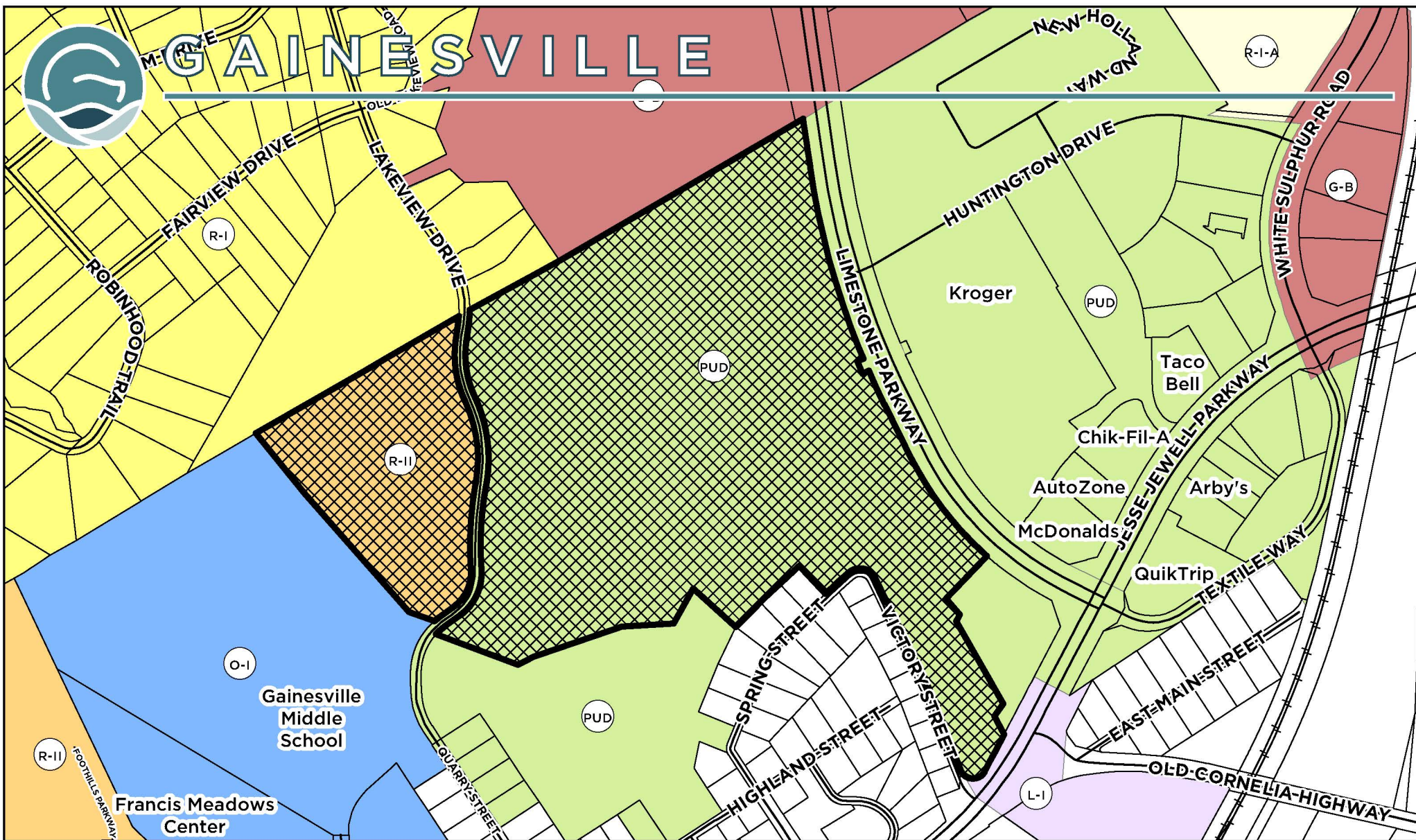
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE



Applicant:

BRAND PROPERTIES

REZONING REQUEST

Subject Property Address:
515 Lakeview Drive, NE;
2065 Limestone Parkway and
1881 Jesse Jewell Parkway, NE

Tax Parcel:
00-082-003-001 (Part);
00-082-004-001

Meeting Date: 06/14/2022

Map Prepared: 05/24/2022

Request:

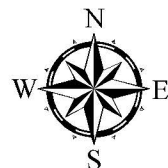
Rezone a 69.18+/- acres tract from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D) for a mixed-use development



Subject Property

0 290 580 870 1,160 Feet

SCALE: 1" = 500'





GAINESVILLE



Applicant: **BRAND PROPERTIES**

REZONING REQUEST

Subject Property Address:
515 Lakeview Drive, NE;
2065 Limestone Parkway and
1881 Jesse Jewell Parkway, NE

Tax Parcel:
00-082-003-001 (Part);
00-082-004-001

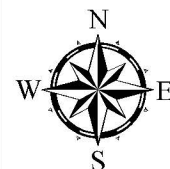
Request:

Rezone a 69.18+/- acres tract from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D) for a mixed-use development



Subject Property

Aerial from 2021



Meeting Date: 06/14/2022

Map Prepared: 05/24/2022

0 290 580 870 1,160 Feet

SCALE: 1" = 500'



GAINESVILLE



Applicant:

BRAND PROPERTIES

REZONING REQUEST

Subject Property Address:
515 Lakeview Drive, NE;
2065 Limestone Parkway and
1881 Jesse Jewell Parkway, NE

Tax Parcel:
00-082-003-001 (Part);
00-082-004-001

Request:

Rezone a 69.18+/- acres tract from Planned Unit Development (P-U-D) and Residential-II (R-II) to Planned Unit Development (P-U-D) for a mixed-use development



Subject Property

Aerial from 2021



Meeting Date: 06/14/2022

Map Prepared: 05/24/2022

0 290 580 870 1,160 Feet

SCALE: 1" = 500'

APPLICATION FOR AMMENDMENT TO ORDINANCE NO. 2018-23

This Petition applies only to that property identified on Exhibit "H" and that substantially identified on Exhibit "G" attached hereto and incorporated herein, which is a portion of that 75.12 acre (+/-) mixed land-use development (the "Development") that is the subject of City of Gainesville Ordinance no. 2018-23 (the "Ordinance"), by which it was annexed into the City of Gainesville and zoned as a Planned Unit Development (PUD) with a focus on commercial development, professional office facilities, multi-family and single family residential.

The plans, images, drawings and surveys shown herein are conceptual in nature and may change as market conditions warrant.

By way of this petition to amend the Ordinance, the applicant proposes to:

(i) subject additional property thereto, the same being described on Exhibit "H" attached hereto and incorporated by reference herein (the "Additional Property"), with Design Standards substantially as referenced herein;

(ii) decrease the maximum residential units on the Additional Property from its current entitlement of 140 residential units to 76 residential units;

(iii) increase the maximum number of multi-family apartment units from 252 to 316 within that portion of the development described on Exhibit "G".

(iv) delete from "Conditions — Development Standards" the following sentence: *"The applicant may receive an occupancy permit for more than 100 apartment, townhome, or condominium units prior to receiving an occupancy permit for the construction of at least 35,000 square feet of the proposed commercial space."*; and

(v) revise the General Architectural Guidelines of the Ordinance development standards relating to multi-family allowed so as to permit the multi-family building design & height to include four/five story split configuration.

THIS APPLICATION IS RESTRICTED TO THE MULTI-FAMILY PORTION OF THE DEVELOPMENT. NOTHING IN THIS APPLICATION FOR ZONING AMENDMENT IS TO BE CONSTRUED AS A REQUEST TO CHANGE ANY OF THE CONDITIONS IN ORDINANCE NO. 2018-23, OR ANY OTHER ORDINANCE, APPLICABLE TO THE COMMERCIAL OR SINGLE-FAMILY PORTION OF THE DEVELOPMENT.



EXHIBIT G



EXHIBIT H

LAKEVIEW DRIVE UNIT REDUCTION

TOWNHOME DESIGN GUIDELINES

Development Standards - Townhomes

- 76 Total Homes
- Parking Spaces and Garage are provided for each townhome unit
- 9-foot ceilings with crown molding & chair rail accents & custom designed cabinetry
- Appliances include Refrigerator, Dishwasher, Microwave Oven & Disposal
- Controlled access community
- Sidewalk access on one side of the road
- Professionally designed & maintained landscaping
- Primary exterior building materials shall include, fiber cement lap siding and fiber cement board and batten siding. Accent material application shall include Fiber cement shake siding, brick and cultured stone accents shall be utilized on front and visual elevations of the buildings.
- Metal roofs and shingle roofs will be utilized.
- HVAC condenser units may be visual from the street with no screening.
- Building Setbacks and Buffers shall be as follows (at a minimum):

Front Setback: 30 feet

Side setback: 10 feet

Rear setback: 10 feet

Landscape Buffer: 20 feet at rear and sides

Lakeview Drive Townhomes Benefit Statement

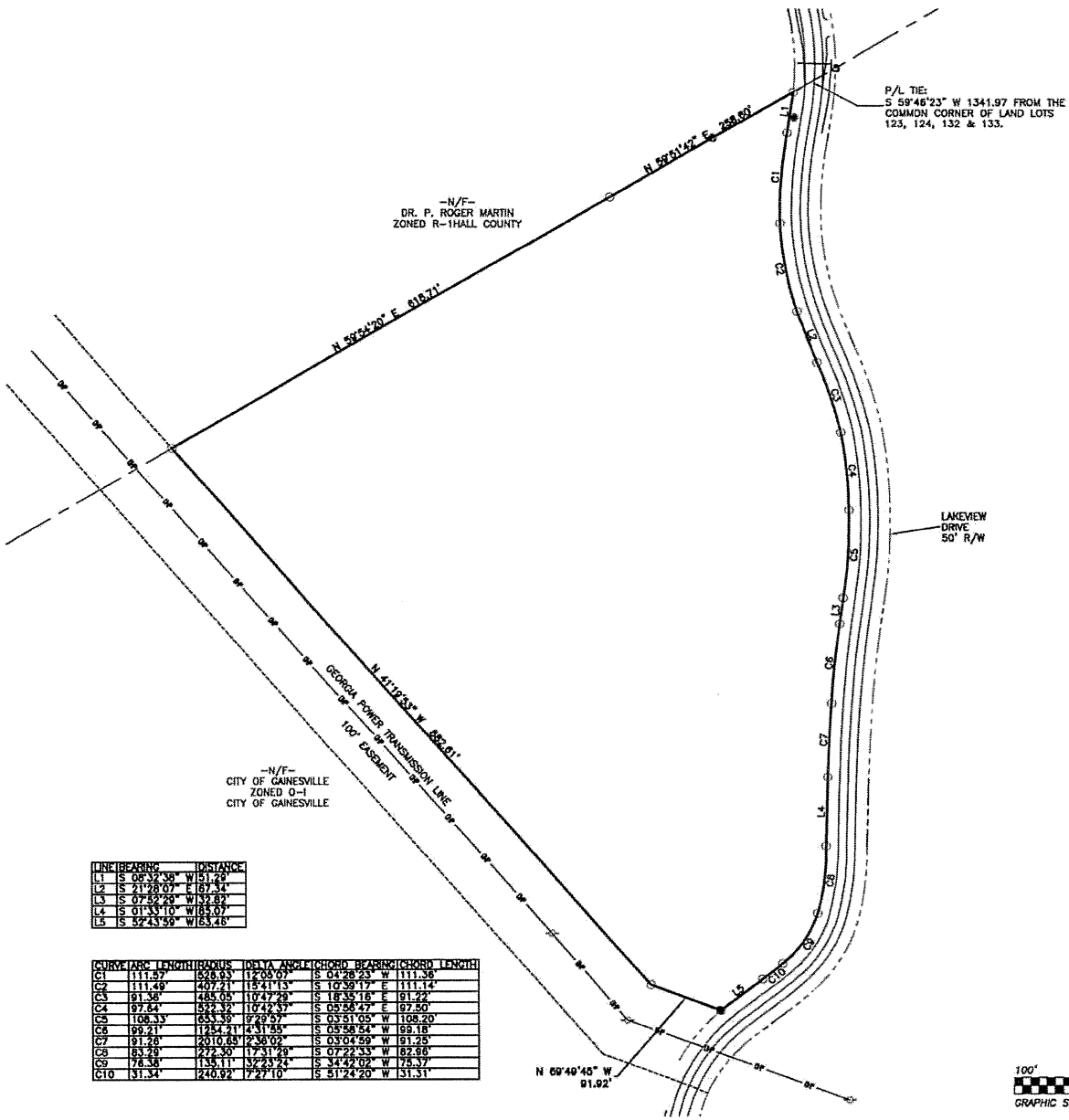
The biggest benefit for the community is that this project will provide a safe and energy efficient home for families and pets with the peace of mind of security and limited access.

Community Benefits

- Reduction of total number of units to prevent impact to traffic onto Lakeview Drive.
- Foot traffic connection to Gainesville Middle School for faculty and students.
- Only 76 townhomes proposed versus 140 allowable units which allows for more green space and activity space for the residents.
- Connection to the Limestone Parkway parcel will remain only thru foot traffic.
- Natural features such as creeks and vegetation protected
- Tree line buffer from neighboring properties
- Visually appealing high-quality townhomes
- The slope of the property allows for the townhomes to be set below the Lakeview drive.
- Addresses the overall need for housing in City of Gainesville based on the 20 year plan.
- Providing a high-quality home with a smaller footprint for residents to downsize and still be close to town for conveniences such a shopping, medical and access to 985.
- If not a residential development this could be a more intense commercial development site.

Future Residents Benefits

- Quality Construction and Development
- Green Space
- Neighborhood amenity area
- Easy access to local parks and lake
- Six minutes from town Square and amphitheater
- Professionally maintained grounds
- Outdoor led lighting for safety
- Energy efficient designs
- Easy access to shopping, schools and businesses
- Less than three minutes to a major hospital
- Single entry point
- High-end finishes both inside and out
- Professionally landscaped with sidewalks



REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com

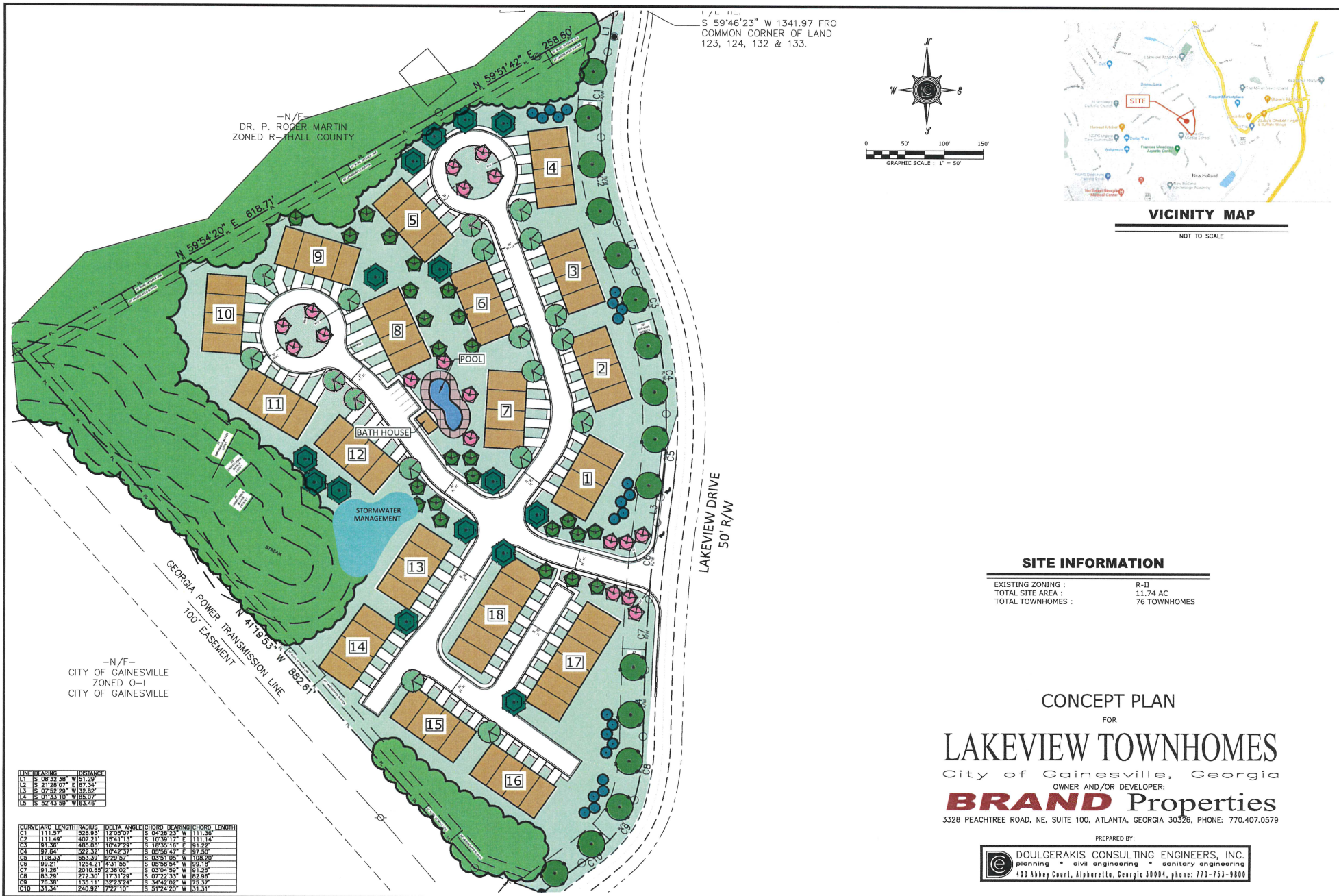
PATTON
LAND SURVEYING, LLC

DRAWN BY: CUP
CHECKED BY: C.M.P.

GEORGIA
REGISTERED
PROFESSIONAL
No. 2647
LAND SURVEYOR
CHRIS M. PATTON
HALL COUNTY SURVEYOR

ZONING EXHIBIT FOR:
LIMESTONE VILLAGE LLC
- LOCATED IN -
LAND LOT 133
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

SHEET NUMBER:
1 of 1
SCALE: 1" = 100'
PLAT DATE: 04/12/2018
17-036.01.dwg
JN. 17-036



Town House Elevations

BRAND Properties



TOWNHOUSE ELEVATION - MEADOW CHURCH ROAD

4

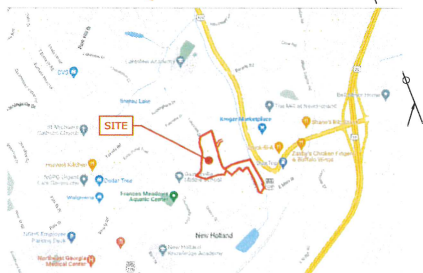
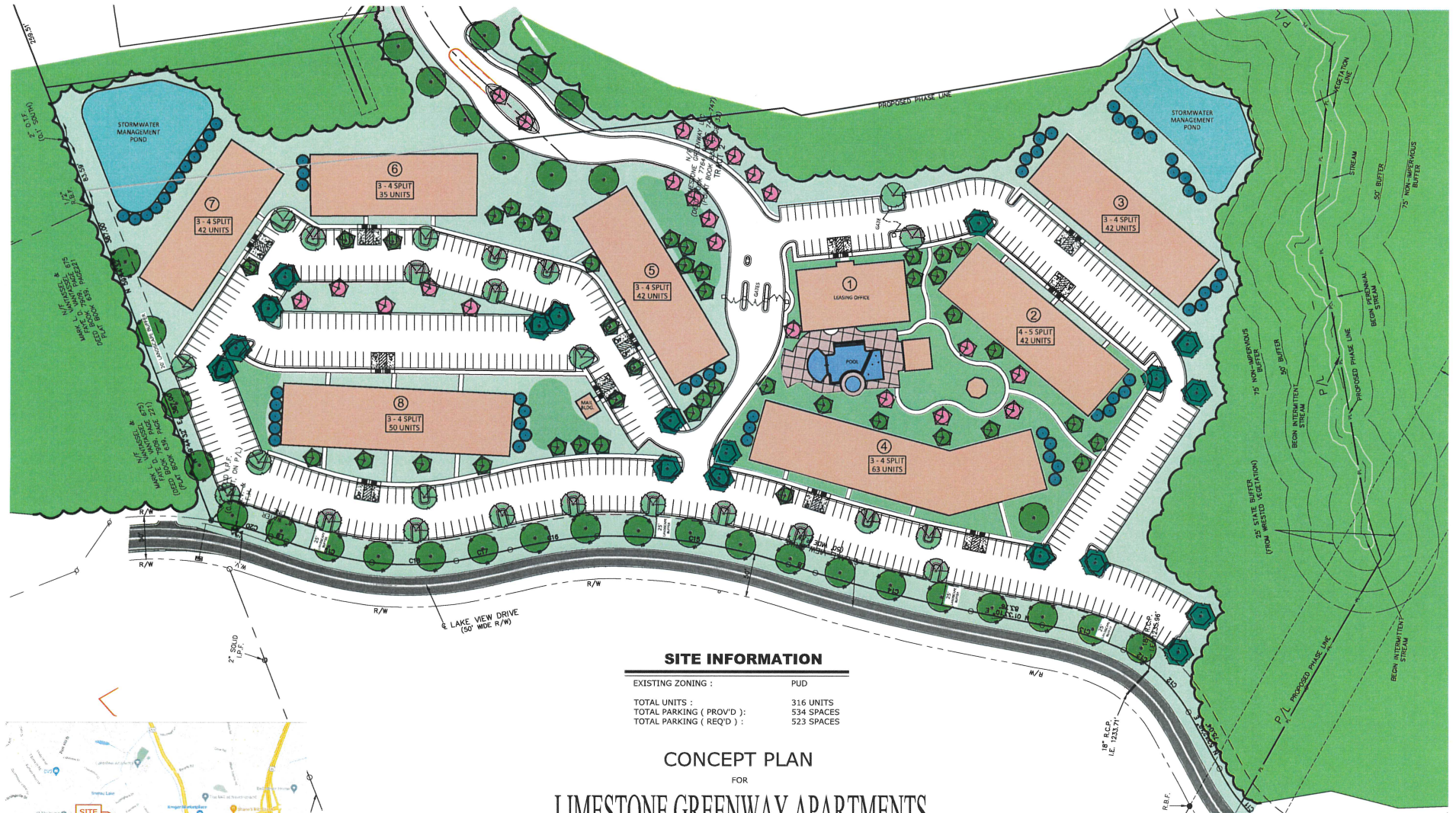




EXHIBIT I

CONCEPT PLAN

Multi family only



VICINITY MAP

NOT TO SCALE

SITE INFORMATION

EXISTING ZONING :	PUD
TOTAL UNITS :	316 UNITS
TOTAL PARKING (PROV'D) :	534 SPACES
TOTAL PARKING (REQ'D) :	523 SPACES

CONCEPT PLAN

FOR

LIMESTONE GREENWAY APARTMENTS

City of Gainesville, Georgia

OWNER AND/OR DEVELOPER:

BRAND Properties

3328 PEACHTREE ROAD, NE, SUITE 100, ATLANTA, GEORGIA 30326, PHONE: 770.407.0579

PREPARED BY:

DOULGERAKIS CONSULTING ENGINEERS, INC.
planning • civil engineering • sanitary engineering
400 Abbey Court, Alpharetta, Georgia 30004, phone: 770-753-9800



0 50' 100' 150'
GRAPHIC SCALE: 1" = 50'

Multifamily Elevations 5/4 Split example

BRAND Properties



1

Summary of Study Findings and Recommendations

The following is a summary of the findings and the recommendations of this traffic impact study:

- 1) Limestone Parkway (US 129) at Cleveland Highway (GA 11) – The signalized portion of this intersection operates extremely well but the stop-sign controlled right turn movement from westbound Limestone Parkway to northbound Cleveland Highway experiences LOS F in the p.m. peak hour, though it generally works acceptably at other times of the day. The existing volumes at this location merit consideration of a second northbound through lane on Cleveland Highway into which the westbound right turn from Limestone Parkway would free-flow. The same mitigation for the existing volumes applies to the no-build and build conditions.
- 2) Limestone Parkway (US 129) at Clarks Bridge Road (GA 284) – This intersection operates acceptably. Based on existing volumes, there would be a modest benefit to providing a separate eastbound exclusive right turn lane on Clarks Bridge Road at this intersection. No other mitigation is identified for the no-build or build conditions.
- 3) Limestone Parkway (US 129) at Beverly Road – This intersection currently operates acceptably. There would be a modest benefit in the existing condition to providing a separate eastbound exclusive right turn lane on Beverly Road. In the no-build condition, the eastbound approach drops to LOS E in the a.m., and in the build condition, this approach drops to LOS F in the a.m. and p.m., reinforcing the appropriateness of the addition of the eastbound right turn lane. The northbound left turn volume on Limestone Parkway is sufficient in the existing condition to justify a protected / permissive left turn phasing according to Georgia DOT standards, and consideration should be given to adding this phasing whether or not the proposed Limestone Greenway development is built.
- 4) Limestone Parkway (US 129) at Kroger Access – This intersection operates well and no mitigation is identified in the existing or no-build conditions. This intersection will continue to operate well with the addition of the fourth approach and the Limestone Greenway site trips. The analysis assumes two eastbound lanes, which will consist of a shared left/through lane and a right turn lane. The existing northbound U-turn lane on Limestone Parkway will become the left turn lane for the site and there is already a southbound right turn lane at this location on Limestone Parkway. The signal at this intersection will need to be upgraded to provide signal heads for the eastbound approach, including pedestrian signals, and it is recommended that the northbound left turn lane receive a protected/permissive phasing, which will require additional signal equipment. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia DOT auxiliary lane length standards.
- 5) Limestone Parkway (US 129) at Jesse Jewell Parkway (US 129 Bus) – This location currently operates acceptably in the p.m., but experiences high delays in the a.m. peak hour. The largest capacity need here is for a third westbound through lane on Jesse Jewell Parkway. Other mitigation was tested and is discussed in the text. The benefit of adding a southbound right turn lane on Limestone Parkway is increased in the no-build condition (so that the center lane is a shared through/right, plus a new exclusive right turn lane). The

southbound exclusive right turn lane should include a right turn overlap phase. A westbound right turn overlap phase would also improve the efficiency of the signal. The a.m. peak hour will deteriorate further in the build condition. The mitigation identified in the existing and no-build are still applicable in the build condition.

- 6) Jesse Jewell Parkway (US 129) at White Sulphur Road / Textile Way – This intersection operates well and no mitigation is identified for the existing, no-build, or build conditions.
- 7) I-985 SB at Jesse Jewell Parkway (US 129) – The southbound ramp at I-985 operates acceptably and no mitigation is identified. The addition of a second eastbound right turn lane from Jesse Jewell Parkway onto the southbound ramp would provide some additional storage and capacity for the no-build 1,065 a.m. peak hour right turners. No additional mitigation is identified for this intersection in the build condition.
- 8) I-985 NB at Jesse Jewell Parkway (US 129) – The northbound ramp operates acceptably and no mitigation is identified for the existing, no-build, or build conditions.
- 9) Lakeview Drive at Beverly Road / Nottingham Drive – This intersection currently operates well as an all-way stop and no changes are recommended in the existing condition. In the no-build condition, the southbound approach will deteriorate to LOS F in the a.m. peak hour, making this intersection a potential candidate for signalization. The increases in volumes from the Limestone Greenway project will further increase delays at this all-way stop controlled intersection. With signalization, all approaches would operate acceptably in the no-build and future conditions. A signal warrant analysis performed according to the criteria set forth in the Federal Highway Administration's Manual On Uniform Traffic Control Devices (MUTCD) would be necessary to identify if this intersection meets the requirements for signalization.
- 10) Jesse Jewell Parkway (US 129 Bus) at Quarry Street / Myrtle Street – The northbound and southbound approaches from Myrtle Street and Quarry Street operate at LOS F. However, the volumes incurring these high delays are very low and most of the side street approach vehicles are right turners. Line of sight to the west along Jesse Jewell from southbound Quarry is limited, presenting a safety concern. It does not appear that volumes on the side streets are sufficient to warrant a signal at this time. However, other factors may justify signalization, such as the presence of school traffic and the limitation in sight distance. A signal warrant analysis could be performed to determine if or when signalization would be appropriate. The same issues that affect this intersection in the existing condition continue in the no-build and build, with increased delays on the side street stop sign controlled approaches. It is noted that allowing through connectivity at the gated school bus access to Gainesville Middle School at Lakeview Drive, perhaps at limited times of day, may provide an alternative route for trips on Lakeview to bypass the unsignalized Quarry Street intersection.
- 11) Jesse Jewell Parkway (US 129 Bus) at Community Way / Terrace Street – This intersection generally operates well in the existing condition. The southbound and eastbound approaches are at LOS E in the a.m. peak hour, suggesting that this intersection is approaching the limit before which mitigation may be necessary. In the no-build condition, the southbound approach will deteriorate to LOS F in the a.m. The southbound approach should be restriped to include a shared left turn and through movement and an

exclusive right turn lane. Then, a right turn overlap phase should be added to this southbound right turn lane. Recommendations made for the no-build condition still apply for the build condition.

- 12) Jesse Jewell Parkway (US 129 Bus) at Downey Boulevard / MLK, Jr. Boulevard (GA 11 Conn) – This intersection operates well in the existing condition and no mitigation is necessary. This intersection will continue operate acceptably in the no-build and build conditions. However, by the build condition, in the p.m., several approaches will drop to LOS E, suggesting that this intersection will be reaching the limits of its capacity.
- 13) South Enota Drive (GA 11 Conn) at Sherwood Park Drive / Walgreens Driveway – This intersection operates well. It is noted that, within the Walgreens property, the directional arrows are yellow, and should be white, and there is no centerline or lane line striping. Walgreens should consider improving the striping to meet conventional standards. This intersection will continue to operate well in the no-build and build conditions.
- 14) South Enota Drive (GA 11 Conn) at Robinhood Trail / Sherwood Plaza Driveway – This intersection currently works acceptably. The westbound left turn from Robinhood Trail is beginning to incur notable delays (LOS E) in the p.m. The center two-way left-turn lane on South Enota is striped through this intersection. It is recommended that the left turn lane striping be modified here to treat this as an intersection, with a break in the centerline striping and distinct northbound and southbound left turn lanes. Sherwood Plaza should install a stop sign and accompanying stop bar on their exiting approach. In the no-build condition, the westbound approach will deteriorate to LOS F in the p.m. However, during other times of day, this intersection will continue to operate acceptably. Signalization would eliminate the westbound left turn LOS F. However, based on the side street volumes, this intersection would likely be a weak candidate for signalization. The issue of signalization is still applicable for the build condition.
- 15) Park Hill Drive (GA 11) at South Enota Drive (GA 11 Conn) – This intersection functions acceptably and no mitigation is identified for the existing condition. The southbound approach on Park Hill Drive will deteriorate to LOS F in the no-build p.m. For the no-build, it is recommended that a southbound exclusive right turn lane be built on Park Hill Drive. In the build condition, this intersection will continue to deteriorate, with the southbound and westbound approaches joining the eastbound approach (from the no-build condition) at LOS F. In addition to the no-build mitigation, right turn overlap phases can be added to that new southbound right turn lane and to the westbound right turn lane.
- 16) Park Hill Drive (GA 11) at Lakeview Drive – This intersection was recently signalized and operates acceptably. Pedestrian accommodations and ADA accessibility are technically provided. However, the ADA ramps all abruptly terminate with high curbing and no accompanying sidewalk is provided on the east side of Park Hill or along either side of Lakeview. It is recommended that pedestrian accommodations at this location be improved. No other mitigation is identified for the no-build or build conditions.
- 17) Jesse Jewell Parkway (US 129 Bus) at Retail Outparcel RIRO Access – This access will work well with movements restricted to right-in / right-out. A deceleration lane should be provided on Jesse Jewell Parkway according to Georgia DOT standards.

- 18) Limestone Parkway (US 129) at Retail Outparcel RIRO Access – This access will work well with movements restricted to right-in / right-out. A deceleration lane should be provided on Limestone Parkway according to Georgia DOT standards.



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 14, 2022

Date Submitted: July 15, 2022

Final Approval Date: July 15, 2022

Presenter: Abb Hayes, City Attorney

Item of Business: Request from **Olga B. Villarreal** for a special use on a 13.34± acres tract located on the south side of Browns Bridge Road, across from its intersection with Skelton Road, having road frontage on Westhaven Drive (a/k/a **2285 and 2287 Browns Bridge Road, SW**), having a zoning of General Business (G-B). **Ward Number: Five.** Tax Parcel Number: 01-127-003-060. **Request: Special event center.**

Meeting Date: July 19, 2022

Purpose of Request:

To conduct a public hearing regarding the following zoning request as presented at the June 14, 2022 Planning and Appeals Board Meeting:

The applicant is proposing a special use within General Business (G-B) zoning for a special event center known as Salon El Imperial. Salon El Imperial previously operated within the Blue Ridge shopping center at 622 Shallowford Road but was recently closed due the property being planned for redevelopment.

The proposed event center will be located within two shopping center suites total approximately 15,000 square feet in size and are located within the Browns Bridge Crossing shopping center. According to the applicant, 52 special events are anticipated each year including weddings, quinceañera, graduation parties, birthday parties and such. Typical event hours are Monday thru Thursday 9 AM to 5 PM and Friday thru Sunday 3 PM to 3AM. Parking is provided within the shopping center and security will be provided for each larger event. The adjacent commercial uses within the shopping center include the Dollar General, vacant space, beauty salon and a plasma center. Residential apartments and single-family homes are located to the rear of the property off of Dixie Drive and Westhaven Drive.

Facts & Issues / History & Background:

Department Recommendation:

Staff and PAB recommended approval with two conditions. See the PAB Recommendation report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Resolution ZR-2022-05:

I move to approve the resolution to allow for a special event center within General Business (G-B) zoning district with two conditions as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. CC Legal Ad
2. PAB Recommendation Report: Olga G. Villarreal spc use pab rec
3. Proposed Zoning Request ZR-2022-05 Olga B Villarreal spc use resolution
4. Location Maps
5. Narrative & Pictures

Before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, the hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Patty Walters Laine
Judge of the Probate Court

BY: Melissa Phillips
Clerk of Probate Court

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant.....Olga B. Villarreal
Property OwnerO-Mart, LLC
Location2285 and 2287 Browns Bridge Road, SW
Request.....Special use within G-B zoning
Total Acres13.34± acres
WardFive
Proposed Use.....Special event center
Planning Division Staff Recommendation.....**Approval, with conditions**
Planning & Appeals Board Recommendation.....**Approval, with conditions**
DateJune 14, 2022

▪ **Applicant's Proposal and Background Information**

The applicant is proposing a special use within General Business (G-B) zoning for a special event center known as Salon El Imperial. Salon El Imperial previously operated within the Gainesville Market Place/ Blue Ridge shopping center at 622 Shallowford Road and occupied 27,000 square feet of space. The event center was recently closed due the property being planned for redevelopment.

The proposed event center space is a total of 15,000± square feet in size consisting of two suites within the Browns Bridge Crossing shopping center. According to tax records the shopping center was originally constructed in 1983 and the space was last occupied by the Habitat for Humanity Thrift Store in 2017. The applicant anticipates there will be a maximum of 52 special events each year including weddings, quinceañera, graduation parties, birthday parties and such. Typical event hours are anticipated to be Monday through Thursday, 9 A.M. to 5 P.M. and Friday thru Sunday, 3 P.M. to 3 A.M. Parking will be provided within the shopping center and security will be provided for larger events.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Lam's Motorsports	General Business (G-B)
South	Westhaven Subdivision	Residential-I (R-I)
East	Dollar General; Get Air Trampoline, Farmers Furniture; Atlas Industrial Park	General Business (G-B) Light Industrial (L-I)
West	Apartments; TitleMax pawn store	Office and Institutional (O-I) Regional Business (R-B)

The subject property is located within the Gateway Corridor Overlay Zone.

▪ **Other Departmental Comments**

The applicant will be required to coordinate with the Georgia Department of Transportation (GDOT) regarding if any access improvements are necessary.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2022 – A request by McKinley Homes US, LLC, for a special use on a 7.74± acres tract located at 2920 Florence Drive was approved with conditional Office and Institutional (O-I) zoning for 70 residential townhomes.

2021 - A request by Adventures Real Estate, LLC to rezone a 17.028± acres tract located at 2520 Browns Bridge Road from Residential-I-A (R-I-A) to General Business (G-B) was conditionally approved for an automotive related facility.

2021 – A request by Pamela Eagar to annex a 0.15± acre tract located at 2834 Browns Bridge Road with a zoning of General Business (G-B) was conditionally approved for no proposed use.

2020 – A request by Packaging Specialties of GA to annex a 4.16± acres tract located at 0, 2390 and 2400 Murphy Boulevard with a zoning of Light Industrial (L-I) was approved utility improvements.

2020 – A request by CenterPoint Integrated Solutions to annex a 7.81± acres tract located at 2602 Browns Bridge Road with a zoning of General Business (G-B) was conditionally approved for a CarMax Auto Superstore.

2020 – A request by Gainesville City Board of Education to rezone a 16.67± acres tract located at 1263 and 1279 McEver Road, SW from Residential-I (R-I) to Office and Institutional (O-I) was conditionally approved for a new middle school.

2020 – A request by Gainesville City Board of Education to annex a 5.931± acres tract located at 2550 and 2560 Gould Drive with Office and Institutional (O-I) zoning with a special use was conditionally approved for a new middle school and existing single-family home.

2020 – A request by Mauricio Ortega to annex a 0.51± acre tract located at 23 Cherrywood Drive with Residential-I (R-I) zoning was approved for sewer for a single-family home.

2017 – A request by Pro Building Systems to annex a 0.516± acre tract located at 2431 S Smith Road was approved with conditional General Business (G-B) zoning for an auto collision center.

2015 – A request by the Roman Catholic Archdiocese of Atlanta to amend a 14.233± acres tract located at 2436 S. Smith Road and zoned Planned Unit Development (P-U-D) was conditionally approved for a church.

2015 – A request by the Roman Catholic Archdiocese of Atlanta to amend and rezone a 4.899± acres tract located at 0 S Smith Road from Residential-I (R-I) to Planned Unit Development (P-U-D) was conditionally approved for a church.

2013 – A request by Foote & Miller Properties, LLC to annex a 2.72± acres tract located at 2420 Browns Bridge Road was approved with General Business (G-B) zoning for sewer for an existing auto dealership.

2013 – A request by B & L Bowling Center, LLC for a special use within Light Industrial (L-I) zoning on a 2.44± acres tract located at 2317 Browns Bridge Road was conditionally approved for an outdoor electric go-cart track.

2013 – A request by Foote & Miller Properties, LLC to annex a 2.72± acres tract located at 2420 Browns Bridge Road was approved with General Business (G-B) zoning for sewer for an existing auto dealership.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The surrounding uses include residential, office, commercial and industrial zoned Residential-I (R-I), Office and Institutional (O-I) Neighborhood Business (N-B), Regional Business (R-B), General Business (G-B) and Light Industrial (L-I). The property is located within a commercial shopping center along a major commercial corridor. It appears the proposed use is suitable given the adjacent and nearby uses.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed event center will be located within an older shopping center adjacent to residential properties. Patrons visiting the event center will be accessing the front of the building which is well buffered and a good distance away from the adjacent residential uses. Other businesses within the shopping center should not be greatly impacted due to the amount of parking provided.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Future Development Map for the City of Gainesville places the subject property within the *Retail/ Commercial* land use category which includes commercial service activities such as grocery stores, banks, restaurants, theatres, hotels, and automotive related businesses. Commercial uses may be located as a single use in one building or grouped together in a shopping center.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Browns Bridge Corridor* Character Area. Permitted land uses include medium-high density residential, multifamily residential, mixed-use, commercial, light industrial, and parks / recreation / conservation. Targeted redevelopment within outdated commercial centers is also encouraged.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The subject property is zoned General Business (G-B) and will remain unchanged. Event centers accommodating 100 or more patrons requires special use approval. The existing space within the shopping center has remained vacant for approximately five years.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Public water, sewer and public safety currently serve the subject property and are sufficient. Presently, existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #4 is located approximately 1.8± miles away off of Memorial Park Drive.

The increase in traffic will increase the existing traffic turning movements on Browns Bridge Road based on the commercial space being currently vacant. According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), an event center is not listed as one of the studied uses. However, a lodge providing entertainment, dining and meeting space of similar size/occupancy load could average could generate 290± new trips per weekday (50% entering, 50% exiting). A Traffic Impact Study was not required for the proposal.

The proposed use is nonresidential and should have no impacts on the Gainesville City School System.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

It is staff's opinion the proposed use is consistent with the Comprehensive Plan. The properties located along this segment of Browns Bridge Road consist of mostly non-residential uses. It is expected this corridor will continue to experience turnover of new uses occupying older retail space. Redevelopment is encouraged along this corridor but this may require economic incentives and consolidation of properties to achieve this.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the Comprehensive Plan and the adjacent nonresidential uses, the proposed special use request appears to reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property.

Special Use Criteria

(1) The type of street providing access to the subject property is adequate to serve the proposed Special Use.

Browns Bridge Road is an arterial road which are adequate to serve the proposed use.

(2) Access into and out of the property adequately provides for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles.

According to GDOT, the applicant will need to coordinate with GDOT regarding if access improvements are necessary. No additional vehicular or pedestrian access improvements are anticipated at this time for the proposed use.

(3) Public facilities such as schools, water or sewer utilities, and police or fire protection are adequate to serve the Special Use.

Existing public facilities such as water and sewer are adequate to serve the proposed use. Police and Fire currently serve the subject property. There will be no impact on schools.

(4) Refuse, service, parking and loading areas on the property are located and screened to protect other properties in the area from such adverse effects as noise, light, glare or odor.

The existing shopping center refuse, service, parking and loading areas are adequate to serve the proposed use. Security and parking lot lighting are currently provided within the

existing shopping center. The building is buffered by a fence and evergreen trees adjacent to the multi-family apartments.

(5) The hours and manner of operation of the Special Use have no adverse effects on other properties in the area.

The anticipated event hours are Monday thru Thursday 9 A.M. to 5 P.M. and Friday thru Sunday 3 P.M. to 3 A.M. and are all held indoors. Excess parking is provided within the shopping center and security will be provided for larger events.

(6) The height, size and location of the buildings or other structures proposed on the property are compatible with the height, size or location of buildings or other structures on neighboring properties.

The existing building will remain unchanged except for building signage and any interior renovation required to accommodate the event space.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of the special use request based on the Comprehensive Plan and the adjacent nonresidential uses.

Conditions

1. All special events shall be confined to the interior of the building occupied by the special event facility.
2. No outside amplification shall be permitted as part of the special event facility.

Excerpts from the June 14, 2022 PAB Meeting Minutes

Applicant Presentation: Olga Villarreal, 4365 Willow Oak Drive, stated she has lived in Gainesville for 30 years and had the business for 11 and a half years. She said there have been no problems and with any of the special events at her current location on Shallowford Road as she gets 30 days advanced approval with the city. Mrs. Villarreal said all events are inside of the building and retired Gainesville police officers Joe Britt and Charles Newman serve as security for every event.

FAVOR: None

OPPOSE: None

PLANNING AND APPEALS BOARD COMMENTS: None

There was a motion to recommend conditional approval of the special use request for a special event center having a zoning of General Business (G-B) with the following conditions:

Conditions

1. All special events shall be confined to the interior of the building occupied by the special event facility.
2. No outside amplification shall be permitted as part of the special event facility.

Motion made by Board Member White
Motion seconded by Board Member Martin
Vote – 7 favor

RESOLUTION ZR-2022-05

**APPROVAL OF A REQUEST FOR A SPECIAL USE
SUBJECT TO APPROVAL BY THE CITY COUNCIL**

WHEREAS, under **Chapter 9-6-5 General Business (G-B)** zoning district of the Unified Land Development Code of the City of Gainesville, Georgia; **Section 9-6-5-2 Permitted and Special Uses** allows for a *special event center* subject to City Council approval after review and recommendation by the Gainesville Planning and Appeals Board; and

WHEREAS, an application has been received from **Olga B. Villarreal** to allow a *special event center* within a General Business (G-B) zoning district identified as follows:

**01-127-003-060
2285 & 2287 Browns Bridge Road, SW
Ward Five**

WHEREAS, the application has been evaluated under any criteria specified in the aforesaid section; and

WHEREAS, the **Gainesville Planning and Appeals Board**, held a public hearing regarding this matter on **June 14, 2022**.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the applicant's request for a special use permit as stated above and subject to all the terms of the Unified Land Development Code with the following conditions:

Conditions

- 1. All special events shall be confined to the interior of the building occupied by the special event facility.**
- 2. No outside amplification shall be permitted as part of the special event facility.**

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the applicant's request for a special use permit as stated above and subject to all the terms of the Unified Land Development Code.

Adopted this _____ day of _____, 2022.

W. Samuel Couvillon, Mayor

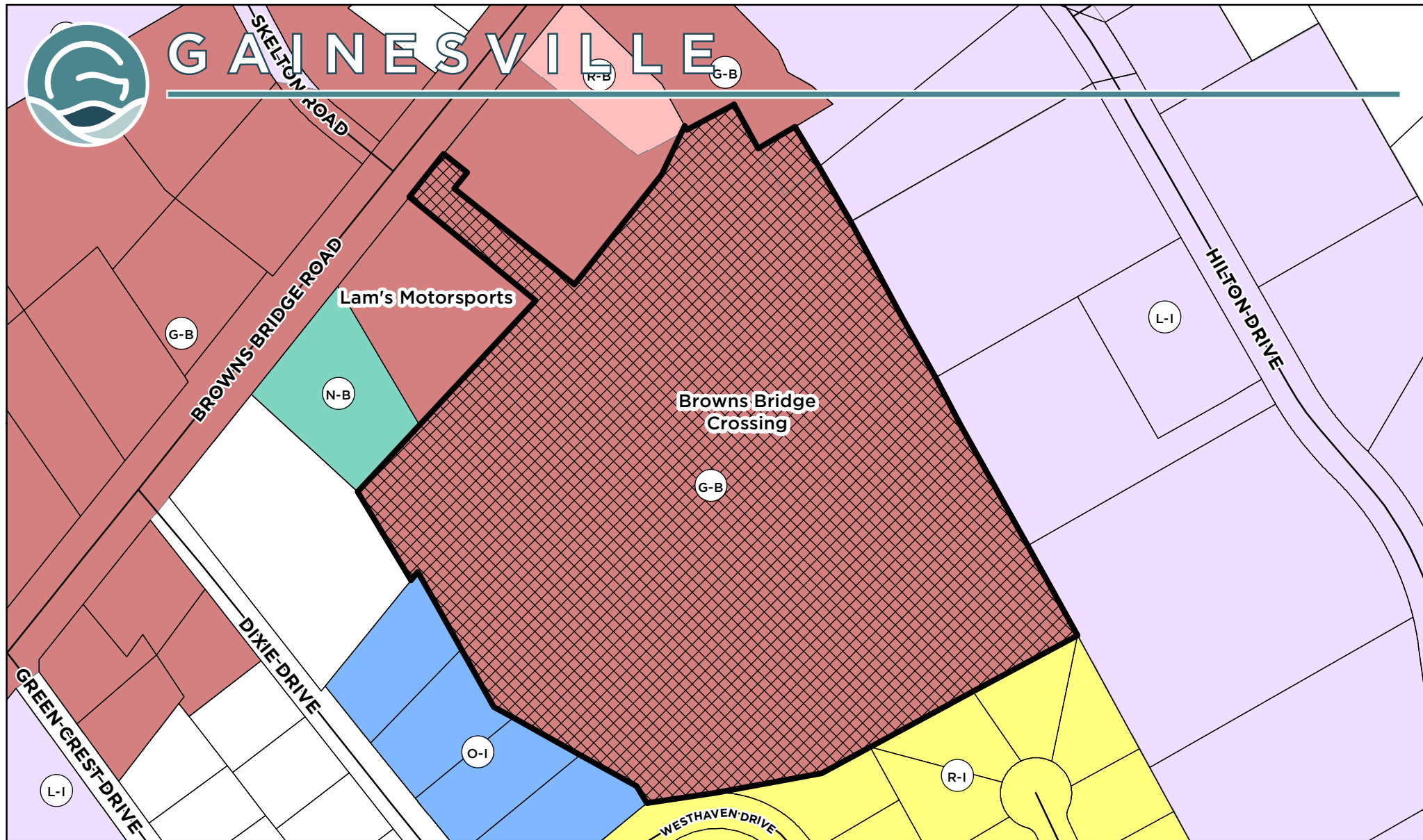
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE



Applicant:

OLGA B. VILLARREAL

Request:

Special use on a 13.34+/- acres tract within General Business (G-B) zoning for a special event center

SPECIAL USE REQUEST

Subject Property Address:

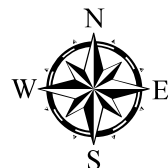
2285 & 2287 Browns Bridge Road, SW

Tax Parcel:

01-127-003-060



Subject Property



Meeting Date: 06/14/2022

Map Prepared: 05/20/2022

0 110 220 330 440 Feet

SCALE: 1" = 188'



GAINESVILLE



Applicant:

OLGA B. VILLARREAL

Request:

Special use on a 13.34+/- acres tract within General Business (G-B) zoning for a special event center

SPECIAL USE REQUEST

Subject Property Address:

2285 & 2287 Browns Bridge Road, SW

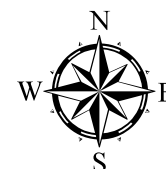
Tax Parcel:

01-127-003-060



Subject Property

Aerial from 2021



Meeting Date: 06/14/2022

Map Prepared: 05/25/2022

0 140 280 420 560 Feet

SCALE: 1" = 250'

05/12/2022

To whom it may concern:

I am writing this in reference to the meeting with the business board. Local newspaper began releasing news that the shopping center where my event hall was located would be demolished soon. I immediately contacted my landlord who confirmed that the property was going to be sold and failed to inform me with enough time to recover a backup event hall. I then received an eviction notice stating I was being forced out of my event hall at 622 Shallowford Rd Suite D Gainesville, GA 30501 on June 27th. With the obvious time constraints, I still have contracts pending with several clients and am in need of a location to fulfill said contracts in order to avoid legal litigations.

If you have any questions don't hesitate to contact me.

678-779-0022

Thank You!

Olga B. Galvan

1. Update your exiting narrative to include additional language describing the proposed event facility to include the following:
 - a. Proposed name of the event facility:

Salon El Imperial

- b. The types of events proposed:

Weddings, quinceañeras (Sweet 15), small event gatherings such as birthday parties or graduation parties and organization meetings.

- c. Anticipated # of events within a calendar year:

Estimated 52 but subject to change based on events scheduled

- d. Typical event hours and days of operation:

Friday, Saturday, & Sunday: 3pm – 3am

Monday- Thursday: 9am- 5pm

- e. Number of employees:

4

- f. Security for events:

Joseph Britte, Retired City of Gainesville Police, is our head of security and determines the amount of security personnel needed for each event. Mr. Britte has been working with our facility for the past 10 years.

- g. Parking:

Based on the new space's location, parking spaces will not be an issue.

- h. Will alcohol be served?

Alcohol will be catered based on type of event.

1. Interior pictures of the new space and pictures from previous similar events held at the 622 Shallowford Road location.

NEW SPACE



New Space Continued...

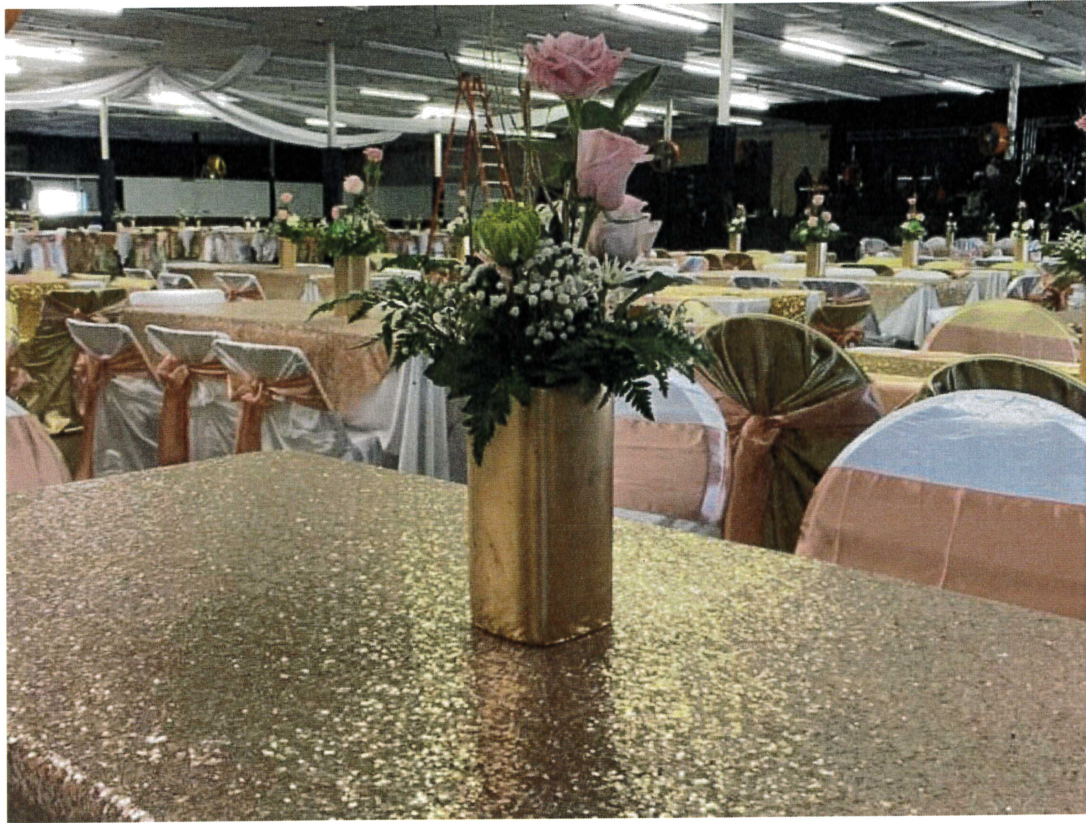








622 Shallowford Rd



Continued 622 Shallowford Rd...











CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: July 14, 2022

Date Submitted: July 14, 2022

Final Approval Date:

Presenter: Bryan Lackey, City Manager

Item of Business: Business Resolution 2022-40 Authorization to Execute and Record Declaration of Covenants and Grant of Easement Regarding The National Project

Meeting Date: July 19, 2022

Purpose of Request:

The purpose of this request is to authorize the execution of the Declaration of Covenants and Grant of Easements along with other associated documents required to effectuate the approvals.

Facts & Issues / History & Background:

The City desires to enter into the Declaration of Covenants and Grant of Easements to ensure the orderly construction and development of The National as well as to protect the assets of the City and its citizens.

Department Recommendation:

Approve the resolution as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-40 Authorization to Execute and Record Declaration of Covenants and Grant of Easements Regarding The National
2. Gainesville National declaration easements 7.19.22 - Clean
3. Foundation-easement-revised-07-18-22
4. Ingress-egress-easement SHEET 2
5. MKP001 7-15-22 Offsite TCE
6. Utility-easement-Fire Vault 7-18-22 - image and legal

RESOLUTION BR-2022-40

**AUTHORIZATION TO EXECUTE AND RECORD DECLARATION OF COVENANTS AND
GRANT OF EASEMENTS REGARDING THE NATIONAL PROJECT**

WHEREAS, the City of Gainesville ("the City") is providing economic opportunities for the citizens of Gainesville and Hall County through the encouragement of development within the City, including the development of a project known as The National, located on real property at 111 Green Street SE and 124 E.E. Butler Parkway SW; and

WHEREAS, Downtown Hospitality Holdings, LLC, Downtown Historical Holdings, LLC, and the City desire to establish certain duties, obligations, covenants, and liabilities with respect to the construction of The National and to establish, grant, and convey certain easements, rights, and privileges regarding the development of The National; and

WHEREAS, the City desires to enter into the attached Declaration of Covenants and Grant of Easements to ensure the orderly construction and development of The National and to protect the assets of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to execute and record a document in substantially the same form as the attached Declaration of Covenants and Grant of Easements and to sign such additional documents as necessary to effectuate the approvals set forth in this Resolution.

Adopted this _____ day of _____, 2022.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Prepared by / Return to:
IHS Law, LLC
Carla J. Walker, Esq.
P.O. Box 907146, Gainesville, GA 30501
cwalker@ihslawllc.com

DECLARATION OF COVENANTS AND GRANT OF EASEMENTS

The National complex

STATE OF GEORGIA,
COUNTY OF HALL.

THIS DECLARATION OF COVENANTS AND GRANT OF EASEMENTS (this “Agreement”) is made effective as of the ____ day of July, 2022 (the “Effective Date”), by and between **DOWNTOWN HOSPITALITY HOLDINGS, LLC**, a Georgia limited liability company (“Hospitality”), **DOWNTOWN HISTORICAL HOLDINGS, LLC**, a Georgia limited liability company (“Historical”), and the **CITY OF GAINESVILLE**, a Georgia municipal corporation (the “City”) (each, an “Owner” or “Party”, and collectively, as “Owners” or “Parties”).

W I T N E S S E T H :

WHEREAS, Historical is the fee owner of that certain parcel of property with an address of 111 Green Street SE, Gainesville, Georgia and more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Historical Property”); and

WHEREAS, Hospitality is the fee owner of that certain parcel of property with an address of 124 E.E. Butler Parkway SW, Gainesville, Georgia and more particularly described on Exhibit “B” attached hereto and by this reference made a part hereof (the “Hospitality Property”); and

WHEREAS, City is the owner of certain real property and improvements consisting of the right of ways of Washington Street, Green Street and Spring Street as the same abut(s) the northerly, westerly and southerly boundaries of the Historical Property and the Hospital Property, as the case may be (hereinafter defined as the “City Property”), which City Property is more particularly shown on Exhibits “C” and “D,” attached hereto and incorporated herein; and

WHEREAS, a hotel and related improvements (the “Hospitality Improvements”) shall be constructed on the Hospitality Property; and

WHEREAS, a parking deck, amenity plaza and apartment tower (the “Historical Improvements”) shall be constructed on the Historical Property, which improvements will include, without limitation, encroachment of footings, a fire vault, a drive-through lane, and a landscaped island into the City Property, all as more particularly shown on Exhibits “C” and “D” (the “Historical Encroachments”); and

WHEREAS, the footing and fire vault portions of the Historical Encroachments are contained within that certain area more particularly described on page 1 of Exhibit “C” (collectively, the “Footing and Fire Vault Encroachment Area”); and

WHEREAS, the drive-through lane and landscaped island portions of the Historical Encroachments are contained within the area described and/or shown on Exhibit “D” (the “Driveway and Island Encroachment Area”); and

WHEREAS, the City desires to access and connect to the water vault and water meter that will be located in the northeasterly corner of the Hospitality Property, as more particularly shown on page 2 of Exhibit “C” (the “Water Vault and Meter Easement Area”); and

WHEREAS, the Owners desire to enter into this Agreement for the establishment of easements for footing and footing encroachments, a pull-through driveway access, fire vault and island encroachments, water vault and meter access, and other matters as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100ths Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated in their entirety.

2. Encroachment Easements. Encroachment easements from the City in favor of the Historical Property and/or the Hospitality Property:

(a) **Footings**: The City does hereby establish for the benefit of, and grant and convey to, the Owner of the Historical Property a perpetual, non-exclusive easement appurtenant to the Historical Property over, through, on, under and across the City Property (within the Footing and Fire Vault Encroachment Area as depicted on Exhibit “C”) for the purpose of construction, installation, maintenance, repair, replacement, renewing, and use by such Owner and its occupants of footings and footers for the Historical Improvements extending from said improvements at, under and above the ground level thereof. Historical shall, at its sole cost and expense, construct, maintain and keep in good repair said footers in this easement area.

(b) **Fire Vault:** The City does hereby establish for the benefit of, and grant and convey to, the Owner of the Historical Property a perpetual, non-exclusive easement appurtenant to the Historical Property over and on the City Property for the purpose of construction, installation, maintenance, repair, replacement, renewing, and use by such Owner and its occupants of a fire vault for the Historical Improvements as depicted on Exhibit "C." Historical, at its sole cost and expense, shall construct, maintain and keep in good repair the fire vault on this easement area.

(c) **Driveway / Pull-through:** The City does hereby establish for the benefit of, and grant and convey to, the Owner of the Historical Property a perpetual, non-exclusive easement appurtenant to the Historical Property for vehicular and pedestrian access, ingress and egress over, through and across the City Property as shown on Exhibit "D". Historical, at its sole cost and expense, shall construct, maintain and repair the paving of the driveway on this easement area at such level as would permit vehicles and pedestrians to move across said easement in a reasonable manner. Said easement is and shall be for the use and benefit of Historical, its adjacent property, its tenants, employees, customers, and other persons doing business with said tenants and with Historical.

(d) **Island:** The City does hereby establish for the benefit of, and grant and convey to, the Owner of the Historical Property a perpetual, non-exclusive easement appurtenant to the Historical Property for a landscaped island over and on the City Property as shown on Exhibit "D" (the "Island Easement Area") in a size and location to be approved by the City (the "Island Area"), which approval shall not be unreasonable withheld, conditioned or delayed. Historical, at its sole cost and expense, shall construct, maintain and at all times keep in good repair said island on this easement area. Both Parties acknowledge that a public sewer line runs beneath all or a portion of the Island Area and that the City shall, at all times, have access to said sewer line for maintenance and repair, and that Historical, at its sole costs and expense, shall be responsible for any repairs to the island or the Historical Improvements within the Island Easement Areas necessitated by the City's access to the sewer line. Notwithstanding any of the foregoing, the City hereby agrees to give at least twenty-four hours' notice, except in emergency situations, to Historical prior to any disturbance of the Island Easement Area and to work together with Historical to locate an access point to the sewer line that will minimize disruption to the Historical Property.

(e) **Temporary Construction Easement / Limits of Disturbance:** The City hereby establishes for the benefit of, and grants and conveys to, the Owner of the Historical Property and the Owner of the Hospitality Property temporary, non-exclusive easements (the "Temporary Construction Easement") appurtenant to the Historical Property and appurtenant to the Hospitality Property, over, across and upon the area (the "Temporary Construction Easement Area") depicted and so designated on Exhibit "E-1" and Exhibit "E-2" for the conduct by the Owner of the Historical Property and the Owner of the Hospitality Property, and its Permittees, of construction related activities necessary and appropriate to the exercise by the Owner of the Historical Property and the Owner of the Hospitality Property of the rights, privileges and easements set forth in this Agreement, including, without limitation, the staging of construction materials, placement of equipment, parking of vehicles and contractor trailers, placement of temporary power poles

and signage, and construction activities related to demolition, removal, and/or installation of underground and overhead improvements, facilities, landscaping and irrigation equipment within the Temporary Construction Easement Area. The Temporary Construction Easement shown in green on Exhibit E-1 shall expire on Friday, September 16, 2022 at which time Historical and/or Hospitality shall cause all fencing, cones or other encroachments to be moved within the Temporary Construction Easement Area shown in red on Exhibit E-2. Notwithstanding the foregoing to the contrary, the City hereby agrees that Historical shall, upon written request and permission from the City, which shall not be unreasonably withheld, conditioned or delayed, be permitted to temporarily reinstate the easement area shown in green on Exhibit E-1 when and throughout the construction of the Island Area. The Temporary Construction Easements shown in red on Exhibit E-2 shall terminate when the construction contemplated to be performed by the Owner of the Historical Property and the Owner of the Hospitality Property as set forth in this Agreement is completed or upon the date that is twenty-four (24) months from the Effective Date hereof, whichever is earlier. All construction-related work shall be performed by Historical and/or Hospitality at its/their sole cost and expense. Furthermore, in connection with its use of the Temporary Construction Easement Area(s) after September 16, 2022, Historical and/or Hospitality shall submit to the City's designated representative, Mr. Chris Rotalsky, a written request for permission, which grant or permission shall not be unreasonably withheld, conditioned or delayed, to close any road lanes at least forty-eight hours' in advance, except in emergency situations.

(f) **Performance, Re-Measuring and Disclaimer:** The items to be constructed within the Footing and Fire Vault Encroachment Area and within the Driveway and Island Encroachment Area are hereinafter collectively referred to as "the Encroachments." Construction of the Encroachments shall not commence until the City Community Development Director approves plans and specifications for the Encroachments and said construction must be done in accordance with said approval. Within sixty (60) days after construction of the Encroachments is/are complete, Historical and Hospitality shall provide City with an as-built survey or other document showing the exact location, size and dimensions of the Encroachments. Historical, Hospitality, and the City agree to cooperate in the execution of an easement for the Encroachments, which is limited to the exact location of the Encroachments, after the exact location, size, and dimensions of the Encroachments are identified. Historical and Hospitality, as the case may be, assume(s) all risks, liability and responsibility for all construction and maintenance activities regarding the Encroachments. Historical and Hospitality, as the case may be, warrant(s) that the Encroachments shall be constructed and maintained so as not to interfere with public ingress and egress on the sidewalks and streets above or adjacent to said Encroachments, except temporary interruption necessary for installation, maintenance and repairs, and Historical and Hospitality, as the case may be, hereby assume(s) all risks, liability and responsibility for any repairs to the sidewalks and streets above the Encroachments necessitated by the construction and maintenance of the Encroachments. Historical and Hospitality, as the case may be, further assume(s) all risks, liability and responsibility for any personal and/or property damages sustained as a result of negligent construction or maintenance of the Encroachments. City hereby disclaims any responsibility for such construction activities regardless of the fact they will be conducted in the public right of way.

3. Water vault and meter access from Hospitality in favor of the City. Hospitality hereby establishes for the benefit of, and grants and conveys to, the City a perpetual, non-exclusive easement appurtenant to the City Property for access to and the reasonable use of the water vault and water meter located on the Hospitality Property for the benefit of the City, its adjacent property, customers and other persons doing business with the City.

4. City utilities and infrastructure. Within ten (10) business days of the release of the Temporary Construction Easement Area described in Exhibit E-1 and within ten (10) business days of the completion of the construction of the Historical Improvements and the Hospitality Improvements, Historical and Hospitality, as the case may be, shall, at its/their sole cost and expense, install new sidewalks, curb and gutter, and landscaping in accordance with the City's streetscaping standards on Washington Street, Green Street and Spring Street. Prior to installing the new sidewalks, curb and gutter and landscaping, Historical and Hospitality shall submit a plan to the City for review and approval. Historical and Hospitality, as the case may be, shall, at its/their sole cost and expense must also promptly return any City property, including but not limited to City roadways, water infrastructure, and sewer infrastructure, disturbed by its construction activities in a good and safe condition. The City shall provide Historical and Hospitality written notice of any unsafe or reasonably unsatisfactory repair and shall give Historical and Hospitality a reasonable opportunity to cure the same.

5. Indemnity and Insurance.

(a) To the fullest extent permitted by law, Historical and Hospitality shall indemnify, save harmless and defend the City, the City's affiliates and the directors, officers, agents, and employees of any of the foregoing from and against any and all suits, actions, legal proceedings, claims, damages, costs and expenses of whatsoever kind or character, arising out of or by reason of any liability or obligation in any manner caused or occasioned by any act, omission, fault or negligence of an indemnitor in connection with or incident to this Agreement except where caused by the negligence of indemnitee, its directors, officers, agents or employees, in which event the indemnitor's obligation under this Section for the payment of damages, costs and expenses shall be reduced in proportion to the negligence of indemnitee, its directors, officers, agents, or employees, on the basis of comparative negligence or fault.

(b) In furtherance of the foregoing, inter alia, the Owner of the Historical Property and the Owner of the Hospitality Property shall maintain or cause to be maintained in full force and effect (i) Comprehensive General Liability Insurance covering its real property burdened or benefited by this Agreement, with a combined single limit of liability of not less than \$1,000,000.00 for bodily or personal injury or death and property damage arising out of any one occurrence; (ii) Comprehensive Automobile Liability Insurance for bodily injury and property damage for owned, non-owned and hired vehicles in an amount not less than \$1,000,000.00 per accident; and (iii) Worker's Compensation and Employer's Liability Insurance for all of the employees of the Owner of the Historical Property and the Owner of the Hospitality Property to be engaged in work on and in the Premises in minimum amounts set by statute or not less than \$1,000,000.00 per employee or accident, whichever is applicable.

(c) Furthermore, the Owner of the Historical Property and the Owner of the Hospitality Property shall deliver to City a certificate with signed declaration pages, or written

proof that the attached declaration pages are a copy of the original declaration page and attached riders and endorsements which show (i) that the City is listed as an Additional Insured on the policy (as further set forth below) and (ii) which shows to the satisfaction of the City, that the required insurance is in force. The Insurance Carrier(s) shall provide to the City at least thirty (30) days' written notice before canceling, materially changing, or discontinuing coverage. Notice shall be sent via certified mail, return receipt requested to Bryan Lackey, City Manager, City of Gainesville, P.O. Box 2496, Gainesville, Georgia 30503. The Owner of the Historical Property and the Owner of the Hospitality Property shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. All such documents shall be delivered directly to the City Manager. Each of these documents which show the required insurance coverage shall be attached to each set of the original Agreement when the documents are transmitted to the City for final execution and approval. If desired, the insurance carrier may redact the premium amount from the declaration page. Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with an "A.M. Best" rating of no less than A-VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Owner of the Historical Property and the Owner of the Hospitality Property from potential insurer insolvency.

(d) The insurance policies required by this Agreement shall be endorsed to include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insured with respect to work performed on and in the Historical Property and the Hospitality Property. (This requirement does not apply to Worker's Compensation, Employer's Liability, or Professional Liability coverage). In addition to a statement on the Certificate of Insurance, a copy of the endorsement shall be provided with Primary & Non-Contributory Basis.

(e) The Owner of the Historical Property and the Owner of the Hospitality Property waives all rights against City and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability or workers compensation and employers' liability insurance maintained per requirements stated above.

(f) Renewal certificates shall be provided to the City prior to the expiration date of existing coverage and shall be provided continuously for a period of one year after the completion of the Agreement. All documents shall reference the contract/project name.

6. Default and Remedies.

(a) In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) In the event any party fails to perform the maintenance, repair or other work or obligation required by this Agreement, or otherwise breaches the terms of this Agreement, the non-defaulting party may notify the defaulting party, and shall specify the deficiencies in the work

or the breach. If such deficiencies are not corrected or the breach not cured within thirty (30) days after receipt of such notice (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), then the non-defaulting party shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the property of the defaulting party) or cure the breach, and recover from the defaulting party all of the non-defaulting party's costs to correct such deficiencies or perform the work, plus the non-defaulting party's portion of any expenses related thereto. Notwithstanding the foregoing, in the event that the failure to perform the work or to commence to correct a deficiency, or failure to perform the work in the manner required in hereinabove or the breach of this Agreement, creates an imminent danger to persons or properties, creates a blockage or material impairment of the easement rights contained herein or jeopardizes, in any material respect, the actual residential or business use of either property, no notice shall be required prior to the non-defaulting party commencing such work or commencing a cure.

(c) Any reasonable costs and expense incurred in connection with the foregoing work or cure shall bear interest at the Default Rate (as hereinafter defined) from the date of advancement. Any amounts due and payable to the parties pursuant to this Agreement shall be paid within thirty (30) days from the date the owing party is notified in writing, which writing shall include invoices of the amounts due. Any amounts not paid within the said thirty (30) day period shall bear interest at the lesser of (said rate herein called the "Default Rate"): (i) the rate of two (2) percentage points above the "Prime Rate," as established from time to time by Wells Fargo Bank as its prime lending rate, or (ii) the highest rate permitted by applicable law.

(d) In the event any legal action is commenced by any party to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to the relief granted, be entitled to the payment of reasonable attorneys' fees actually incurred by the prevailing party in connection therewith and the court having jurisdiction in such action is hereby authorized and directed to award such attorneys' fees to the prevailing party in the event that the award to such prevailing party is material. A material award shall be an award that is at least 50% of the amount originally claimed and exceeds the last monetary settlement offer amount proffered by the losing party not less than sixty (60) days prior to initiation of trial.

7. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notices given by counsel to a party in accordance with the above shall be deemed given by such party. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Hospitality: Downtown Hospitality Holdings, LLC

Attn: L. Jeffery Payne

340 Jesse Jewell Parkway, Suite 400
Gainesville, Georgia 30501
P.O. Box 724, Gainesville, GA 30503

If to Historical: Downtown Historical Holdings, LLC
Attn: L. Jeffrey Payne
340 Jesse Jewell Parkway, Suite 400
Gainesville, Georgia 30501
P.O. Box 724, Gainesville, GA 30503

With copy to: IHS Law, LLC
Attn: Carla J. Walker, Esq.
340 Jesse Jewell Parkway, Suite 105
Gainesville, GA 30501
P.O. Box 907146, Gainesville, GA 30501

If to City: City of Gainesville
Attn: Bryan Lackey, City Manager
P.O. Box 2496
Gainesville, Georgia 30503

With copy to: Hulsey, Oliver & Mahar
Attn: Abb Hayes, City Attorney
P.O. Box 1457
Gainesville, GA 30503

In the event time for delivery of any notice, demand or request hereunder or the time for compliance with any covenant or requirement hereof falls on a Saturday, Sunday or legal holiday, the deadline for delivery of such notice, demand or request or for compliance with such requirement or covenant shall automatically be extended until 5:00 p.m. on the next succeeding business day.

8. Binding Effect; Termination of Liability; Duration. For a period of twenty (20) years from the execution of this Agreement by both parties (the "Term"), this Agreement shall run with the land and be binding upon and inure to the benefit of each of the Owners, and their respective successors in title and assigns. Any transferee, during the Term hereof, of any property affected hereby shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its respective property and to have agreed with the then owner/owners of all other properties affected hereby to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. Notwithstanding the foregoing, each party shall be responsible for the obligations, duties and responsibilities set forth in this Agreement only for the period of time during which such party holds fee simple title to a Property or portion thereof. Upon conveyance of a Property or a portion thereof, the party making such conveyance shall be relieved from obligations, duties and responsibilities hereunder arising from and after the date of such conveyance as to such Property or portion thereof conveyed, and the successor party shall become obligated hereunder for all matters arising from and after the date of conveyance, except for any obligations that arose or are deemed to have arisen from during the transferring party's period of ownership. At the end of the twenty-year period defined above, this Agreement shall automatically renew for successive ten (10) year terms until terminated by both parties in writing. This Agreement may only be amended by a written amendment signed by all of the parties who have rights hereunder.

9. Covenants to Run with the Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create the equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10. Force Majeure. In the event the Owner of Historical Property, the Owner of the Hospitality Property or the Owner of the City Property shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Owner by reason of acts of God, pandemic, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of another Owner, adverse weather conditions preventing the performance of work as certified to by an architect, war or any other reason beyond such Owner's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such Owner has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure and further provided that such Owner shall notify any Owner materially adversely affected by such delay, hindrance or prevention, of such delay, hindrance or prevention within fifteen (15) days after the commencement thereof and within fifteen (15) days after the expiration

thereof. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Owner.

11. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties and their successors in title that nothing in this Agreement, expressed or implied, shall confer upon any person (except as set forth in Section 19 hereinbelow), other than the parties hereto and their successors in title, any rights or remedies under or by reason of this Agreement. Additionally, no easements, except those expressly set forth herein, shall be implied by this Agreement.

12. Estoppel Certificate. From time to time, each Owner will, within ten (10) business days of its receipt of a written request from the other Owner, provide the requesting Owner with an estoppel certificate stating whether: (a) to the best of the Owner's knowledge, any party to this Agreement is in default under this Agreement and if so identifying the default; and (b) this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of such estoppel certificate.

13. Relationship. Nothing contained herein shall be construed to create a partnership, association or joint venture relationship between the parties hereto. Neither party will hold itself out as an agent of the other party nor make any statements, representations, warranties or commitments of any kind, or take any action that will purport to be binding on the other party.

14. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

16. Entire Agreement; Modification; Interpretation. This Agreement, including each exhibit referenced herein and attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall not be amended or modified except by an Amendment in writing, signed by the parties hereto. Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Agreement. The provisions of this Agreement shall be construed without regard to the party responsible for the drafting and preparation hereof.

17. Governing Law; Attorney's Fees. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in

such Court and hereby waive any jurisdictional or venue rights they may have otherwise. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

18. Time. Time is of the essence as to every provision of this Agreement.

19. Cumulative Rights; No Waiver. Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

20. Third Party Beneficiary. Downtown Apartment Tower, LLC shall be third party beneficiary to the agreements made hereunder between the Historical, Hospitality and the City (or any combination thereof) and shall have the right to enforce such agreements directly to the extent it may deem such enforcement necessary or advisable to protect its rights or the rights of Historical or Hospitality hereunder. Except for Downtown Apartment Tower, LLC, all parties hereto agree that there shall be no other third-party beneficiaries to this agreement or any of the covenants contained herein.

21. No Merger. There shall be no merger of the easement granted hereby with the fee estate of any party, by reason of the fact that a party or any one or more of the Owners may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of any of the properties; and no such merger shall occur until such parties and such Owner or Owners, as the case may be, execute a written statement or instrument affecting such merger and shall duly record the same.

22. Counterparts; Authority. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Agreement. The undersigned parties hereby represent and warrant that they have the full power and authority to execute this Agreement on behalf of their respective entities and to bind the same to the terms hereof.

23. Independent Covenants. Each and every covenant contained herein shall be, for any and all purposes hereof, construed as separate and independent, and the breach of any covenant by any party shall not release or discharge any party of its obligations under any other covenant herein.

24. Cooperation. Each Party hereby agrees to cooperate with the other Party as may reasonably be necessary and/or required in order to fulfill the intent of this Agreement, and further agrees that such documentation as is reasonably requested and/or necessary to carry out the terms and provisions of this Agreement shall be produced, executed and/or delivered by such Parties one to the other in a reasonably timely manner.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Declaration of Easements to be executed by its duly authorized representatives with its company seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Comm. Expires: _____

(Notary Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Comm. Expires: _____

(Notary Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Comm. Expires: _____

(Notary Seal)

HOSPITALITY:

Downtown Hospitality Holdings, LLC,
a Georgia limited liability company

By: _____
L. Jeffrey Payne, Manager

(Company Seal)

HISTORICAL:

Downtown Historical Holdings, LLC,
a Georgia limited liability company

By: _____
L. Jeffrey Payne, Manager

(Company Seal)

CITY:

City of Gainesville,
a Georgia municipal corporation

By: _____
Sam Couvillon, Mayor

Attest: _____
Denise Jordan, City Clerk

(City Seal)

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

MATCH LINE "A" (SEE SHEET 2 OF 8)

**FOOTING
EASEMENT NO. 6**
(533.54 SQ. FEET)
(0.012 ACRES)

WASHINGTON STREET
(VARYING WIDTH R/W)
(R/W IS HISTORICAL BACK
OF WALK TO HISTORICAL
BACK OF WALK)

SOUTHERLY R/W LINE
OF WASHINGTON STREET

TRACT 2

N/F
DOWNTOWN
HISTORICAL
HOLDINGS, LLC
(DEED BOOK 8987,
PAGES 673-675)
(DEED BOOK 8987,
PAGES 676-678)
(PLAT BOOK 881,
PAGES 100 & 101)

N/F
DOWNTOWN
HOSPITALITY
HOLDINGS, LLC
(DEED BOOK 8749,
PAGES 382-385)
(PLAT BOOK 881,
PAGES 100 & 101)
(TRACT 1)

☉ **SPRING STREET**
(VARYING WIDTH R/W)

**FOOTING
EASEMENT NO. 1**
(453.48 SQ. FEET)
(0.01 ACRES)

**POINT OF
BEGINNING**
(FOOTING
EASEMENT
NO. 1)

NORTHERLY
R/W LINE
OF SPRING
STREET

MITERED
R/W LINE
1/2" R.B.S.

N 58°07'32" E 211.50'
S 57°55'58" W 211.49'

C.P.
(TYPICAL)

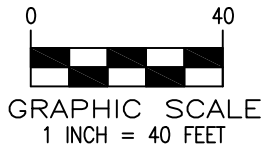
S 32°01'03" E 1.79'
50' R/W

PROPERTY TIE:

S 80°58'08" W 56.26'
(FROM THE CENTERLINE INTERSECTION OF
E.E. BUTLER PARKWAY & SPRING STREET)

POINT OF COMMENCEMENT

(CENTERLINE INTERSECTION OF E.E.
BUTLER PARKWAY & SPRING STREET)
G.D.O.T. Sta. 140+42.98
N:1564494.18 E:2399973.98



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FAX: (770) 532-1995
www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029



HALL COUNTY SURVEYOR

SKETCH & LEGAL DESCRIPTION FOR:
**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(FOOTING EASEMENT)
- LOCATED IN -

LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

SCALE:
1" = 40'

DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040



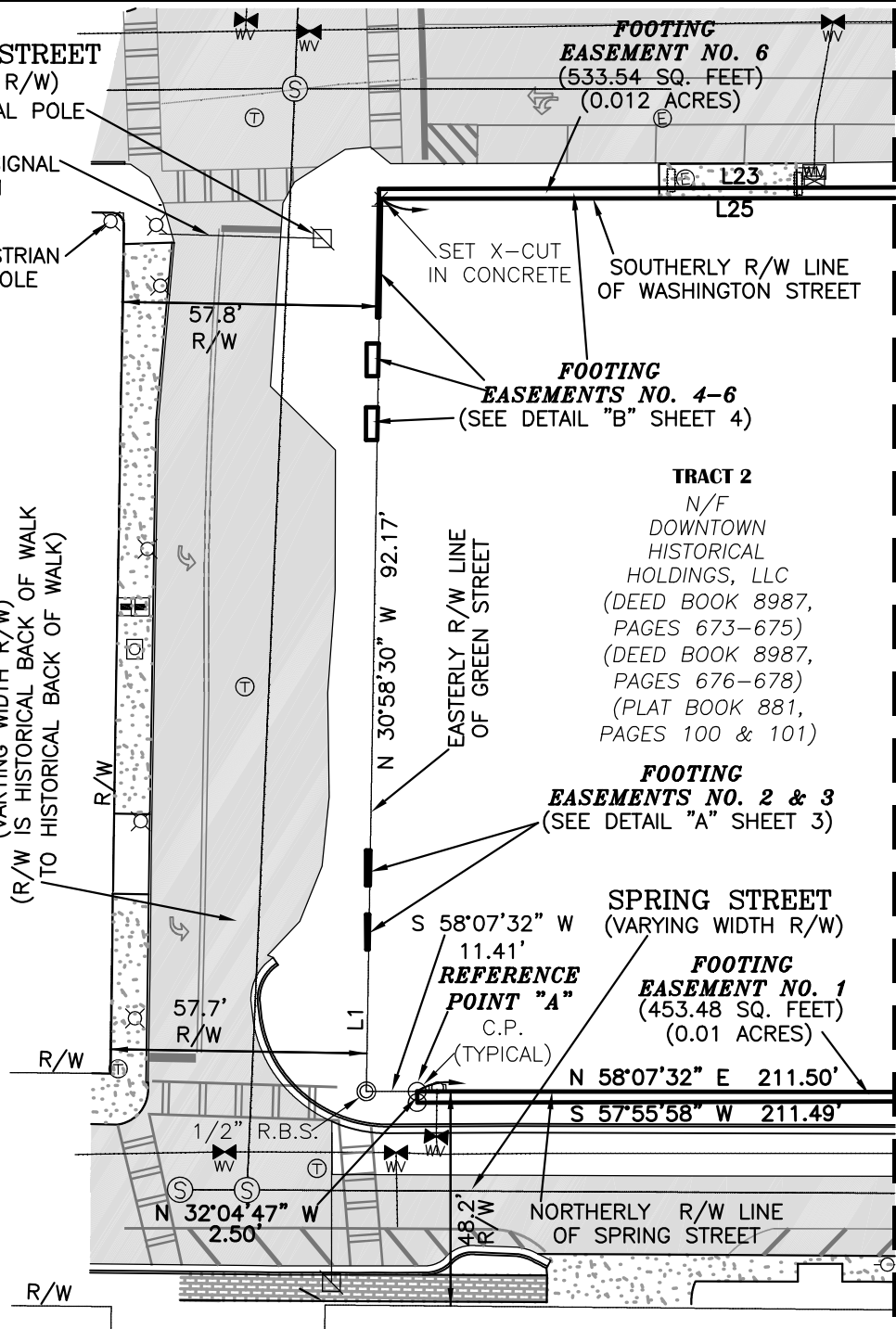
WASHINGTON STREET
(VARYING WIDTH R/W)
NEW TRAFFIC SIGNAL POLE

NEW TRAFFIC SIGNAL
MAST ARM

NEW PEDESTRIAN
SIGNAL POLE

N/F
UNITED STATES
POST OFFICE
(NO DEED
INFORMATION
AVAILABLE)
ZONED C-B

GREEN STREET
(VARYING WIDTH R/W)
(R/W IS HISTORICAL BACK OF WALK
TO HISTORICAL BACK OF WALK)



MATCH LINE "A" (SEE SHEET 1 OF 8)

* SEE SHEET 5 OF 8 FOR
LINE TABLE



0 40
GRAPHIC SCALE
1 INCH = 40 FEET

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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SHEET 2 OF 8

SKETCH & LEGAL DESCRIPTION FOR:
**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(FOOTING EASEMENT)
- LOCATED IN -

LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



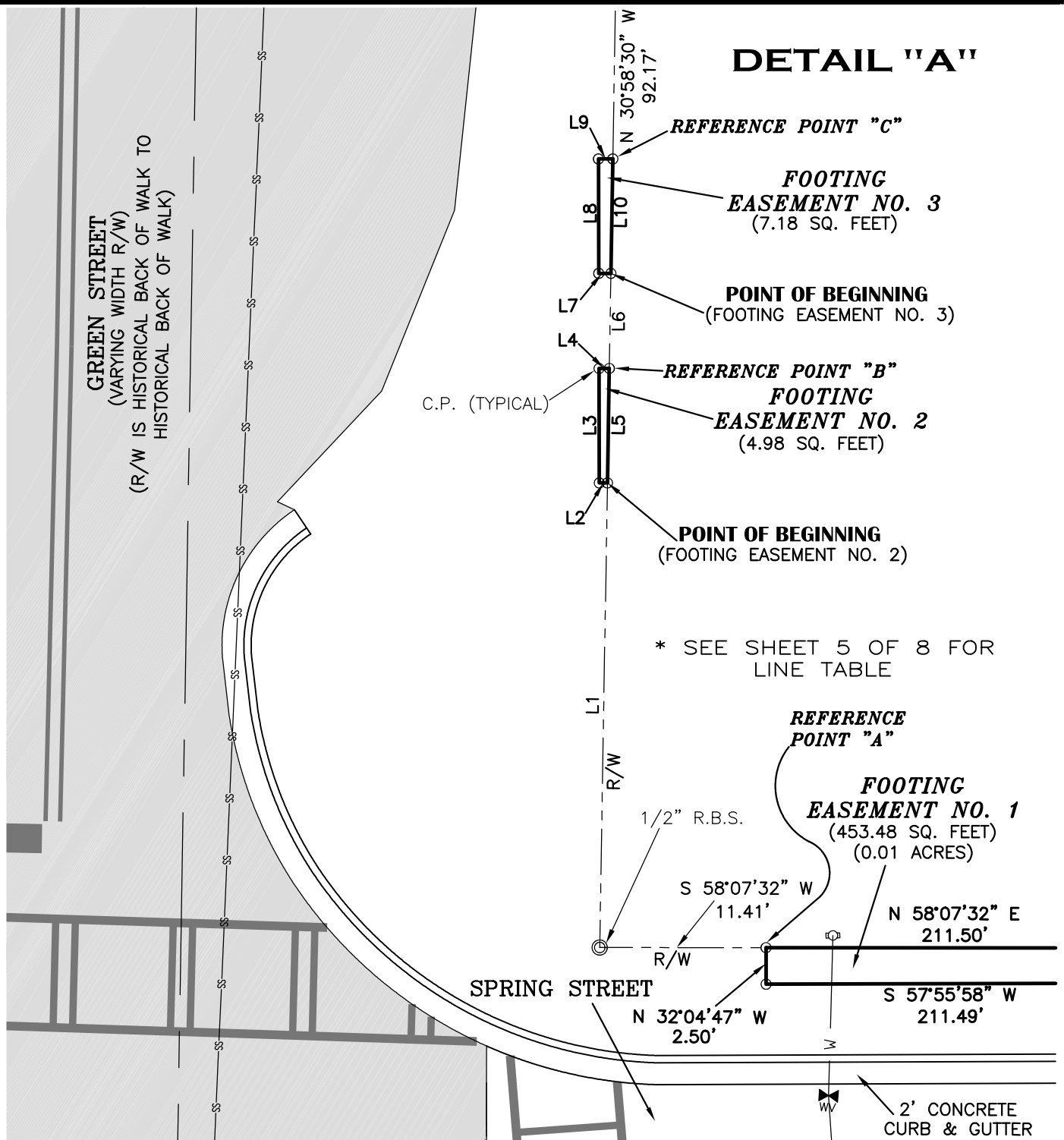
HALL COUNTY SURVEYOR

SCALE:
1" = 40'

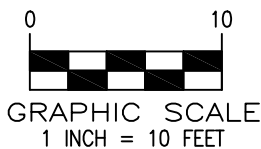
DATE: 02/07/2022
REVISED: 07/18/2022

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JN. 21-040





SHEET 3 OF 8



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AUTHORIZATION NUMBER LSF 001029



HALL COUNTY SURVEYOR

SKETCH & LEGAL DESCRIPTION FOR:
DOWNTOWN HOSPITALITY HOLDINGS, LLC

(FOOTING EASEMENT)
- LOCATED IN -

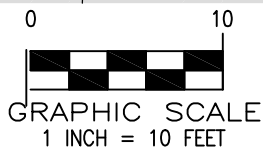
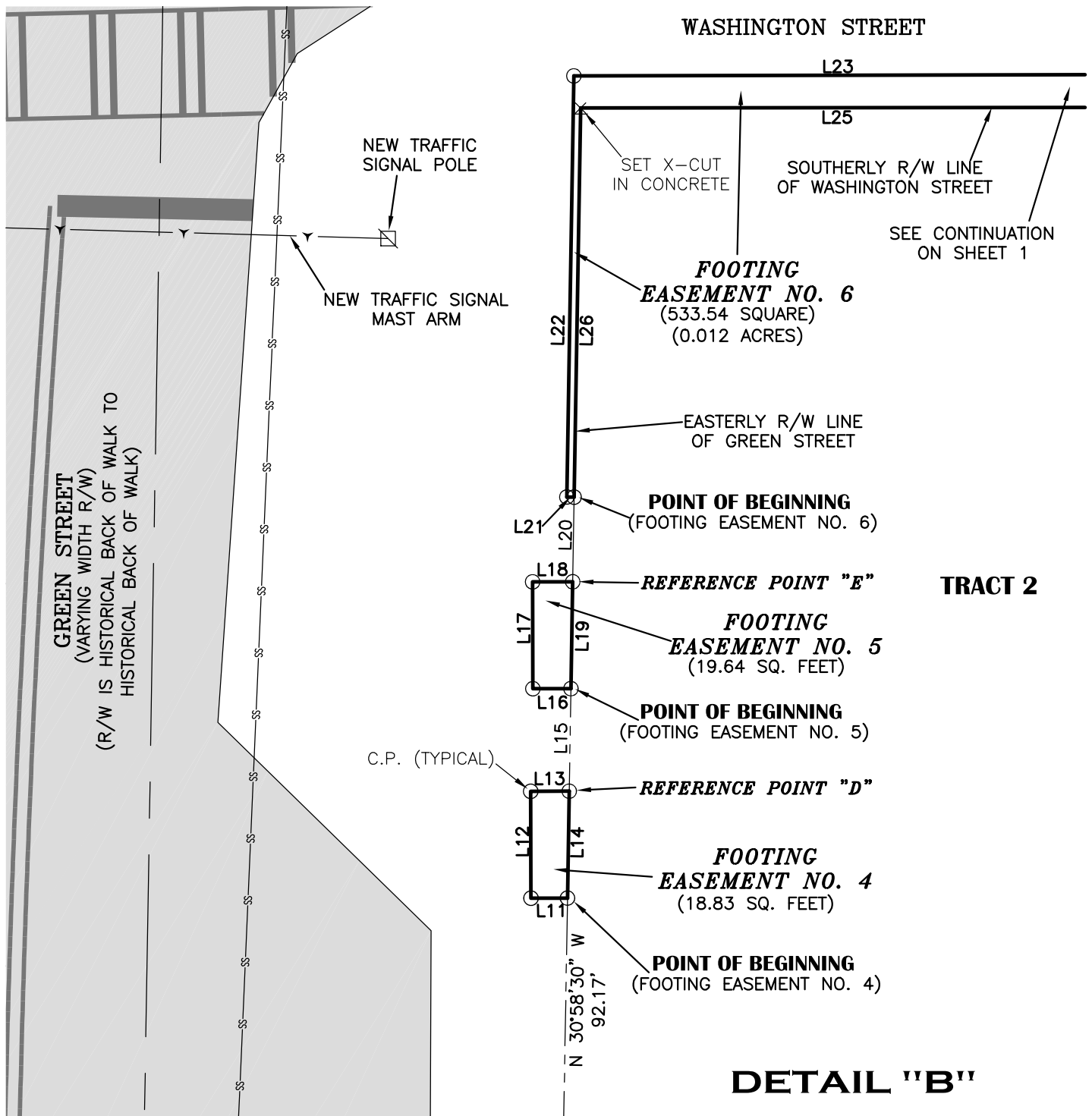
LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

SCALE:
1" = 10'

DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040





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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SHEET 4 OF 8

* SEE SHEET 5 OF 8 FOR
LINE TABLE

SKETCH & LEGAL DESCRIPTION FOR:
**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(FOOTING EASEMENT)
- LOCATED IN -

LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
1" = 10'

DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040



LEGEND:

✕	X-CUT. — X-CUT SET IN CONCRETE
⊙	R.B.S. — 1/2" REBAR PIN SET
⊗	P.K.N.S. — PARKER KALON NAIL SET
○	C.P. — CALCULATED POINT
■	C.M.F. — CONCRETE MONUMENT FOUND
⊖	P.P. — POWER POLE
⊕	F.H. — FIRE HYDRANT
⊗	W.V. — WATER VALVE
⊕	J.B. — JUNCTION BOX
⊗	P.K.N.F. — PK NAIL FOUND
⊖	D.I. — DROP INLET
⊕	T.M. — TELEPHONE MANHOLE
⊕	E. — ELECTRIC MANHOLE
⊗	L.P. — LIGHT POLE
⊗	B.F.P. — BACK FLOW PREVENTOR
⊗	T.S.P. — TRAFFIC SIGNAL POLE
⊗	T.B. — TRAFFIC SIGNAL BOX
⊗	I.C.V. — IRRIGATION CONTROL VALVE
	G.D.O.T. — GEORGIA DEPARTMENT OF TRANSPORTATION
	P.C. — POINT OF CURVATURE
	STA. — STATION
	R/W — RIGHT-OF-WAY
⊕	CL — CENTERLINE
—OHP—	OVERHEAD POWER LINES
—▲—	TRAFFIC SIGNAL LINE
—\—	OVERHEAD TELEPHONE
—S—	SEWER LINE
■	CONCRETE
■	ASPHALT
■	PAVERBRICK

LINE	BEARING	DISTANCE
L1	N 30°58'30" W	31.88'
L2	S 57°55'19" W	0.56'
L3	N 32°04'41" W	7.85'
L4	N 57°55'19" E	0.71'
L5	S 30°58'30" E	7.86'
L6	N 30°58'30" W	6.52'
L7	S 57°55'19" W	0.84'
L8	N 32°04'41" W	7.85'
L9	N 57°55'19" E	0.99'
L10	S 30°58'30" E	7.86'
L11	S 57°55'19" W	2.50'
L12	N 32°04'41" W	7.33'
L13	N 57°55'19" E	2.64'
L14	S 30°58'30" E	7.33'
L15	N 30°58'30" W	7.04'
L16	S 57°55'19" W	2.61'
L17	N 32°04'41" W	7.33'
L18	N 57°55'19" E	2.75'
L19	S 30°58'30" E	7.33'
L20	N 30°58'30" W	5.81'
L21	S 59°01'30" W	0.50'
L22	N 30°58'30" W	28.90'
L23	N 57°55'13" E	219.53'
L24	S 32°04'41" E	2.54'
L25	S 58°00'32" W	219.08'
L26	S 30°58'30" E	26.71'

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999912237. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
2. BOUNDARY INFORMATION SHOWN ON THIS SKETCH WAS TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED FOR PINNACLE BANK, FIRST AMERICAN TITLE INSURANCE COMPANY, CHICAGO TITLE INSURANCE COMPANY, IHS LAW, INC, HULSEY, OLIVER & MAHAR, LLP, MCKIBBON HOTEL GROUP, INC, MCKIBBON HOSPITALITY, LLC, MARRIOTT INTERNATIONAL, INC, DOWNTOWN HOSPITALITY HOLDINGS, LLC & DOWNTOWN HISTORICAL HOLDINGS, LLC BY PATTON LAND SURVEYING, JOB #21-040, DATED NOVEMBER 19TH, 2021.

REFERENCES:

1. RETRACEMENT & TOPOGRAPHIC SURVEY PREPARED FOR MCKIBBON PLACES, BY PATTON LAND SURVEYING, PROJECT NUMBER 19-229, DATED JANUARY 9TH, 2020
2. DEED BOOK 8312, PAGES 266-268
3. TOPOGRAPHIC/ROUTE SURVEY (GREENING OF THE MOAT) FOR THE CITY OF GAINESVILLE, BY PATTON LAND SURVEYING, JOB NUMBER 17-026, DATED FEBRUARY 28TH, 2017
4. GEORGIA DEPARTMENT OF TRANSPORTATION R/W MAP, PROJECT M-2019(1) R/W & M-3090(1) R/W), LAST REVISED MAY 24TH, 1977



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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SHEET 5 OF 8

SKETCH & LEGAL DESCRIPTION FOR:

DOWNTOWN HOSPITALITY HOLDINGS, LLC

(FOOTING EASEMENT)

— LOCATED IN —

LAND LOT 148

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
N/A

DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040

Legal Description: Footing Easements

Footing Easement No. 1

All that tract or parcel of land lying and being in Land Lot 148, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a sketch and description prepared by Patton Land Surveying, LLC, for Downtown Hospitality Holdings, LLC, dated March 2nd, 2022, last revised July 18th, 2022 and being more particularly described as follows:

Commencing at the centerline intersection of Spring Street (varying width right-of-way) & E.E. Butler Parkway (State Route No. 11)(Sycamore Street)(varying width right-of-way) located at Station 140+42.98 per the Georgia Department of Transportation right-of-way map, Project M-2019(1) R/W & M-3090(1) R/W, Last revised May 24th, 1977 and located at Georgia State Plane Coordinate Northing 1564494.18, Easting 2399973.98, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE South 80 degrees 58 minutes 08 seconds West for a distance of 56.26 feet to a 1/2" rebar pin set at the Southwesterly corner of the mitered right-of-way line at the Northwesterly intersection of said Spring Street & E.E. Butler Parkway;

Thence leaving said mitered right-of-way and following the Northerly right-of-way line of said Spring Street the following course:

Thence South 58 degrees 07 minutes 32 seconds West for a distance of 72.21 feet to a point and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Northerly right-of-way line of said Spring Street the following courses:

Thence South 32 degrees 01 minutes 03 seconds East for a distance of 1.79 feet to a point;
Thence South 57 degrees 55 minutes 58 seconds West for a distance of 211.49 feet to a point;
Thence North 32 degrees 04 minutes 47 seconds West for a distance of 2.50 feet to Reference Point "A" on the Northerly right-of-way line of said Spring Street;

Thence following the Northerly right-of-way line of said Spring Street the following course:

Thence North 58 degrees 07 minutes 32 seconds East for a distance of 211.50 feet to a point and said point being the POINT OF BEGINNING.

Said easement contains 453.48 square feet or 0.01 acres more or less.

Together with: Footing Easement No. 2

Commencing at the aforementioned Reference Point "A"

Thence South 58 degrees 07 minutes 32 seconds West for a distance of 11.41 feet to a 1/2" rebar pin set at the intersection of the Northerly right-of-way line of said Spring Street with the Easterly right-of-way line of Green Street (varying width right-of-way);

Thence leaving the Northerly right-of-way line of said Spring Street and following the Easterly right-of-way line of Green Street the following course:

Thence North 30 degrees 58 minutes 30 seconds West for a distance of 31.88 feet to a point and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Easterly right-of-way line of said Green Street the following courses:

(CONTINUED ON SHEET 7 OF 8)



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AUTHORIZATION NUMBER LSF 001029

SHEET 6 OF 8

SKETCH & LEGAL DESCRIPTION FOR:
**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(FOOTING EASEMENT)

- LOCATED IN -

LAND LOT 148

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
N/A

DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040

(CONTINUED FROM SHEET 6 OF 8)

Thence South 57 degrees 55 minutes 19 seconds West for a distance of 0.56 feet to a point;
Thence North 32 degrees 04 minutes 41 seconds West for a distance of 7.85 feet to a point;
Thence North 57 degrees 55 minutes 19 seconds East for a distance of 0.71 feet to Reference
Point "B" on the Easterly right-of-way line of said Green Street;

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence South 30 degrees 58 minutes 30 seconds East for a distance of 7.86 feet to a point and
said point being the POINT OF BEGINNING.

Said easement contains 4.98 square feet more or less.

Together with: Footing Easement No. 3

Commencing at the aforementioned Reference Point "B"

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence North 30 degrees 58 minutes 30 seconds West for a distance of 6.52 feet to a point and
said point being the TRUE POINT OF BEGINNING.

Thence leaving the Easterly right-of-way line of said Green Street the following courses:

Thence South 57 degrees 55 minutes 19 seconds West for a distance of 0.84 feet to a point;
Thence North 32 degrees 04 minutes 41 seconds West for a distance of 7.85 feet to a point;
Thence North 57 degrees 55 minutes 19 seconds East for a distance of 0.99 feet to Reference
Point "C" on the Easterly right-of-way line of said Green Street;

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence South 30 degrees 58 minutes 30 seconds East for a distance of 7.86 feet to a point and
said point being the POINT OF BEGINNING.

Said easement contains 7.18 square feet more or less.

Together with: Footing Easement No. 4

Commencing at the aforementioned Reference Point "C"

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence North 30 degrees 58 minutes 30 seconds West for a distance of 92.17 feet to a point
and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Easterly right-of-way line of said Green Street the following courses:

Thence South 57 degrees 55 minutes 19 seconds West for a distance of 2.50 feet to a point;
Thence North 32 degrees 04 minutes 41 seconds West for a distance of 7.33 feet to a point;
Thence North 57 degrees 55 minutes 19 seconds East for a distance of 2.64 feet to Reference
Point "D" on the Easterly right-of-way line of said Green Street;

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence South 30 degrees 58 minutes 30 seconds East for a distance of 7.33 feet to a point and
said point being the POINT OF BEGINNING.

Said easement contains 18.83 square feet more or less.



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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

(CONTINUED ON SHEET 8 OF 8) SHEET 7 OF 8

SKETCH & LEGAL DESCRIPTION FOR:

**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(FOOTING EASEMENT)

- LOCATED IN -

LAND LOT 148

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
N/A

DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040

(CONTINUED FROM SHEET 7 OF 8)

Together with: Footing Easement No. 5

Commencing at the aforementioned Reference Point "D"

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence North 30 degrees 58 minutes 30 seconds West for a distance of 7.04 feet to a point and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Easterly right-of-way line of said Green Street the following courses:

Thence South 57 degrees 55 minutes 19 seconds West for a distance of 2.61 feet to a point;
Thence North 32 degrees 04 minutes 41 seconds West for a distance of 7.33 feet to a point;
Thence North 57 degrees 55 minutes 19 seconds East for a distance of 2.75 feet to Reference Point "E" on the Easterly right-of-way line of said Green Street;

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence South 30 degrees 58 minutes 30 seconds East for a distance of 7.33 feet to a point and said point being the POINT OF BEGINNING.

Said easement contains 19.64 square feet more or less.

Together with: Footing Easement No. 6

Commencing at the aforementioned Reference Point "E"

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence North 30 degrees 58 minutes 30 seconds West for a distance of 5.81 feet to a point and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Easterly right-of-way line of said Green Street the following courses:

Thence South 59 degrees 01 minutes 30 seconds West for a distance of 0.50 feet to a point;
Thence North 30 degrees 58 minutes 30 seconds West for a distance of 28.90 feet to a point;
Thence North 57 degrees 55 minutes 13 seconds East for a distance of 219.53 feet to a point;
Thence South 32 degrees 04 minutes 41 seconds East for a distance of 2.54 feet to a point on the Southerly right-of-way line of Washington Street (varying width right-of-way);

Thence following the Southerly right-of-way line of said Washington Street the following course:

Thence South 58 degrees 00 minutes 32 seconds West for a distance of 219.08 feet to a the point of intersection of the Southerly right-of-way line of said Washington Street with the Easterly right-of-way line of Green Street;

Thence leaving the Southerly right-of-way line of said Washington Street and following the Easterly right-of-way line of Green Street the following course:

Thence South 30 degrees 58 minutes 30 seconds East for a distance of 26.71 feet to a point and said point being the POINT OF BEGINNING.

Said easement contains 533.54 square feet or 0.01 acres more or less.



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
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www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SHEET 8 OF 8

SKETCH & LEGAL DESCRIPTION FOR:
**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(FOOTING EASEMENT)
- LOCATED IN -

**LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA**



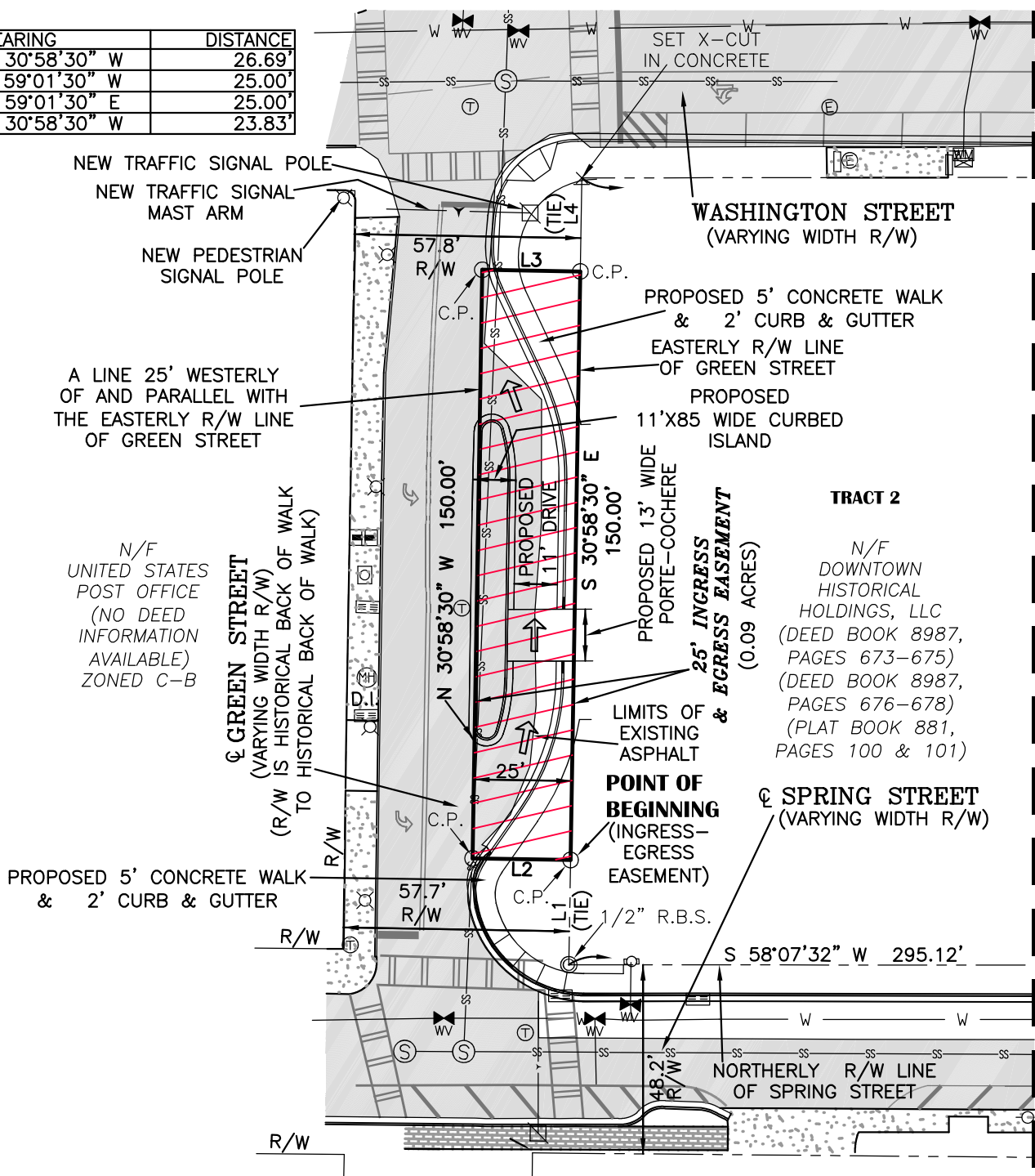
HALL COUNTY SURVEYOR

SCALE:
N/A

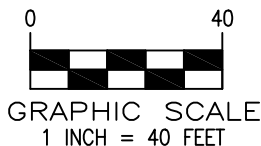
DATE: 02/07/2022
REVISED: 07/18/2022

FOUNDATION-EASEMENTS.dwg
JN. 21-040

LINE	BEARING	DISTANCE
L1	N 30°58'30" W	26.69'
L2	S 59°01'30" W	25.00'
L3	N 59°01'30" E	25.00'
L4	N 30°58'30" W	23.83'



MATCH LINE "A" (SEE SHEET 1 OF 4)



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AUTHORIZATION NUMBER LSF 001029

SHEET 2 OF 4

SKETCH & LEGAL DESCRIPTION FOR: **DOWNTOWN HOSPITALITY HOLDINGS, LLC**

(INGRESS & EGRESS EASEMENT)

- LOCATED IN -

LAND LOT 148

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA

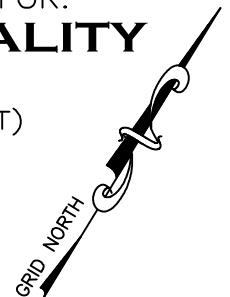


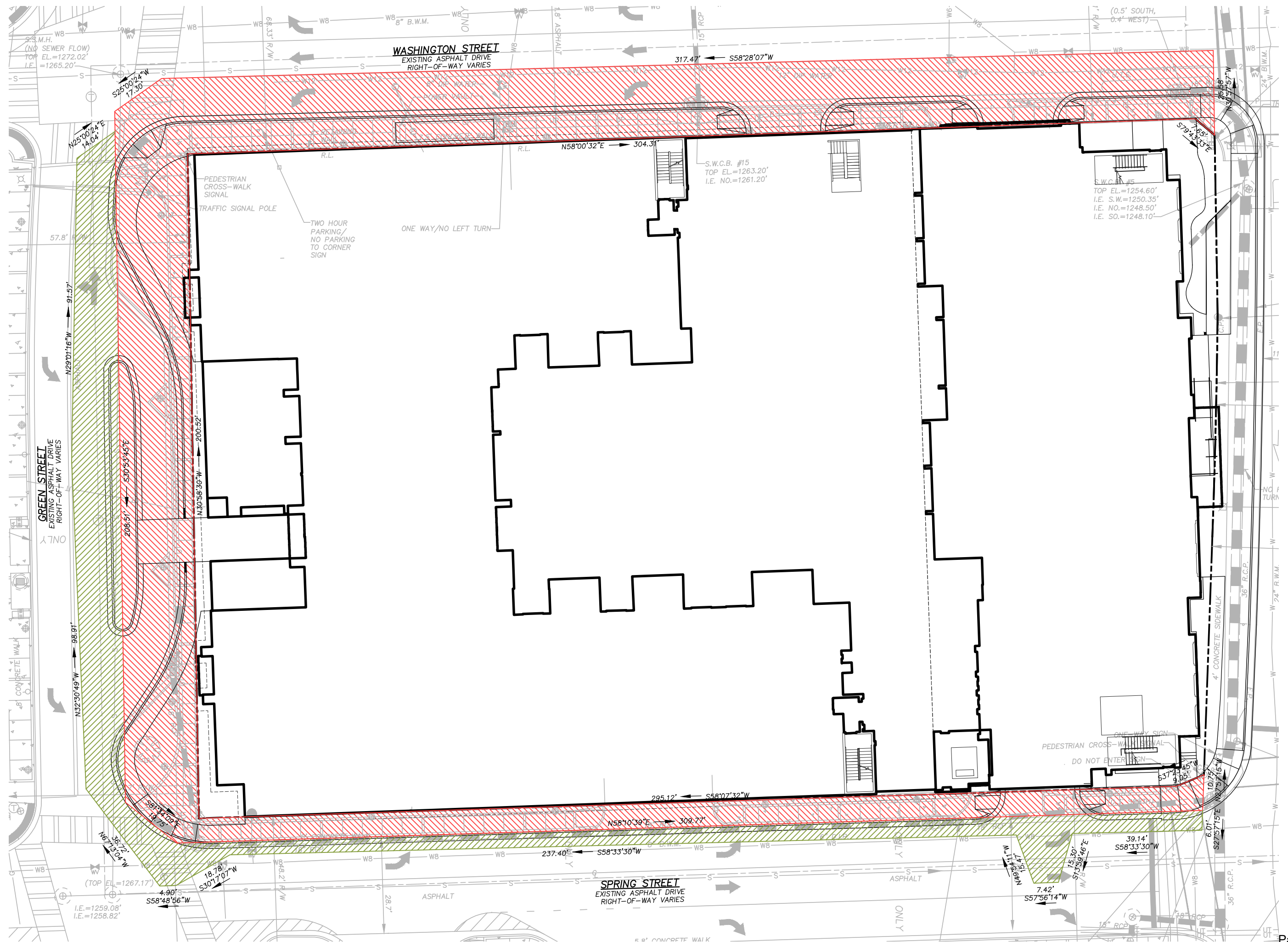
HALL COUNTY SURVEYOR

SCALE:
1" = 40'

DATE: 03/02/2022
REVISED: 07/14/2022

INGRESS-EGRESS-EASEMENT.01.dwg
JN. 21-040

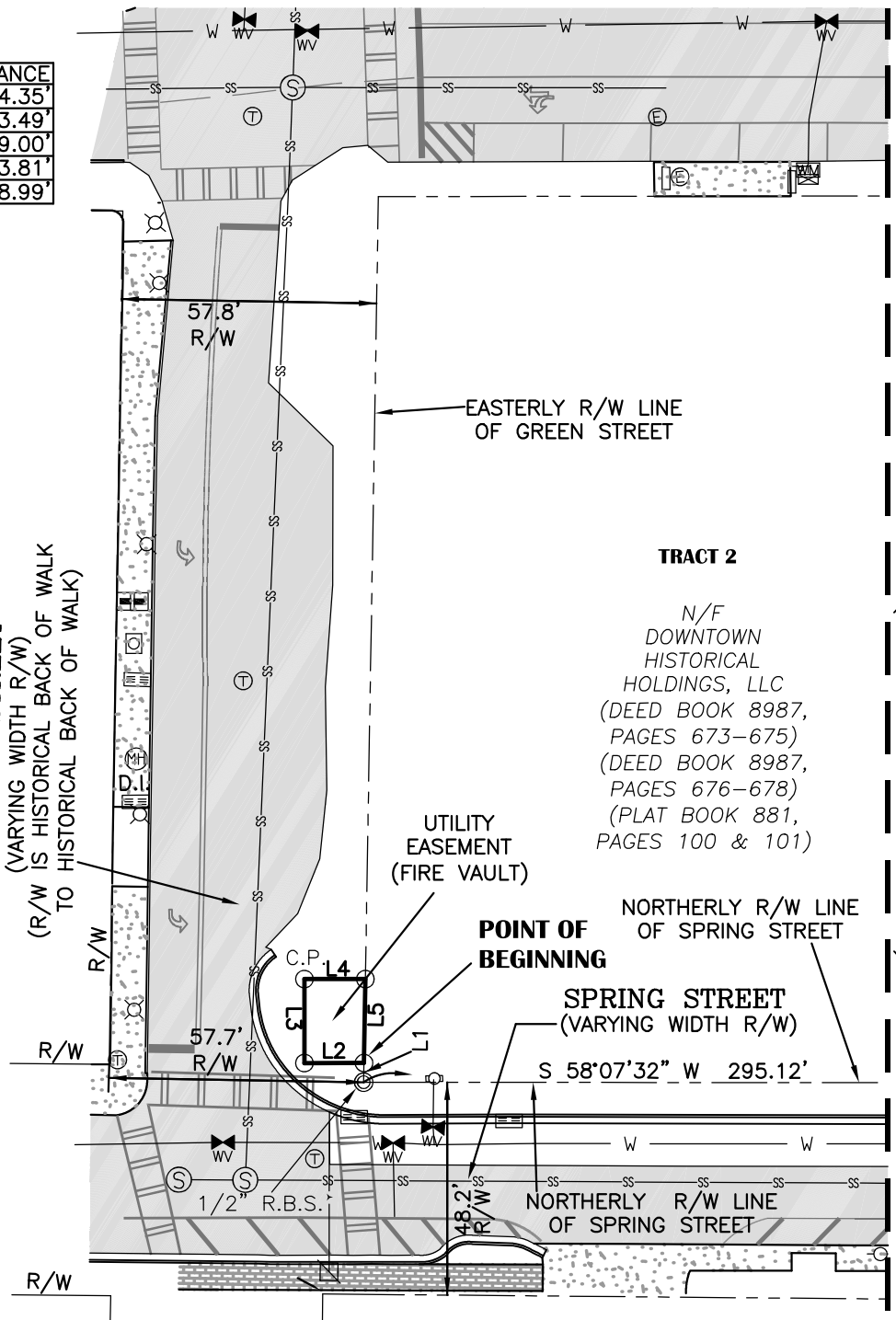




LINE	BEARING	DISTANCE
L1	N 30°58'30" W	4.35'
L2	S 58°00'32" W	13.49'
L3	N 31°56'44" W	19.00'
L4	N 58°03'36" E	13.81'
L5	S 30°58'30" E	18.99'

N/F
UNITED STATES
POST OFFICE
(NO DEED
INFORMATION
AVAILABLE)
ZONED C-B

GREEN STREET
(VARYING WIDTH R/W)
(R/W IS HISTORICAL BACK OF WALK
TO HISTORICAL BACK OF WALK)



MATCH LINE "A" (SEE SHEET 1 OF 4)



0 40
GRAPHIC SCALE
1 INCH = 40 FEET

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AUTHORIZATION NUMBER LSF 001029

SHEET 2 OF 4

SKETCH & LEGAL DESCRIPTION FOR: **DOWNTOWN HOSPITALITY HOLDINGS, LLC**

(UTILITY EASEMENT - FIRE VAULT)
- LOCATED IN -

LAND LOT 148
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

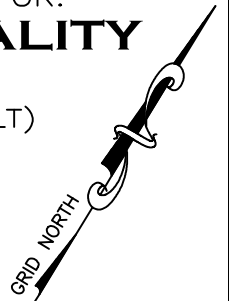


HALL COUNTY SURVEYOR

SCALE:
1" = 40'

DATE: 07/18/2022

UTILITY-EASEMENT.dwg
JN. 21-040



Legal Description: Utility Easement – Fire Vault

All that tract or parcel of land lying and being in Land Lot 148, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a sketch and description prepared by Patton Land Surveying, LLC, for Downtown Hospitality Holdings, LLC, dated July 18th, 2022 and being more particularly described as follows:

Commencing at the centerline intersection of Spring Street (varying width right-of-way) & E.E. Butler Parkway (State Route No. 11)(Sycamore Street)(varying width right-of-way) located at Station 140+42.98 per the Georgia Department of Transportation right-of-way map, Project M-2019(1) R/W & M-3090(1) R/W, Last revised May 24th, 1977 and located at Georgia State Plane Coordinate Northing 1564494.18, Easting 2399973.98, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE South 80 degrees 58 minutes 08 seconds West for a distance of 56.26 feet to a 1/2" rebar pin set at the Southwesterly corner of the mitered right-of-way line at the Northwesterly intersection of said Spring Street & E.E. Butler Parkway;

Thence leaving said mitered right-of-way and following the Northerly right-of-way line of said Spring Street the following course:

Thence South 58 degrees 07 minutes 32 seconds West for a distance of 295.12 feet to a 1/2" rebar pin set at the intersection of the Northerly right-of-way line of said Spring Street with the Easterly right-of-way line of Green Street (varying width right-of-way);

Thence leaving the Northerly right-of-way line of said Spring Street and following the Easterly right-of-way line of Green Street the following course:

Thence North 30 degrees 58 minutes 30 seconds West for a distance of 4.35 feet to a point and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Easterly right-of-way line of said Green Street the following courses:

Thence South 58 degrees 00 minutes 32 seconds West for a distance of 13.49 feet to a point;
Thence North 31 degrees 56 minutes 44 seconds West for a distance of 19.00 feet to a point;
Thence North 58 degrees 03 minutes 36 seconds East for a distance of 13.81 feet to a point on the Easterly right-of-way line of said Green Street;

Thence following the Easterly right-of-way line of said Green Street the following course:

Thence South 30 degrees 58 minutes 30 seconds East for a distance of 18.99 feet to a point and said point being the POINT OF BEGINNING.

Said easement contains 259.25 square feet or 0.006 acres more or less.



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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SHEET 4 OF 4

SKETCH & LEGAL DESCRIPTION FOR:
**DOWNTOWN HOSPITALITY
HOLDINGS, LLC**

(UTILITY EASEMENT – FIRE VAULT)

– LOCATED IN –

LAND LOT 148

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
N/A

DATE: 07/18/2022

UTILITY-EASEMENT.dwg
JN. 21-040