



INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS / RECOGNITIONS:

- A. Gainesville High School Theater Troupe 2445

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Chicopee Woods Area Park Commission
- Reappoint Kelly Lee
- B. Gainesville-Hall County Development Authority
- Appoint Brian Daniel
- C. Main Street Advisory Board
- Appoint Jillian Ledford

Minutes

- A. February 27, 2025 Work Session
- B. March 4, 2025 Mayor/Council Meeting

GENERAL LEGISLATION:

- A. **Ordinance 2025-05**
Amend Title 6 As it Pertains to Entertainment Filming
AN ORDINANCE TO AMEND TITLE 6 OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA BY ADDING A NEW CHAPTER 6-23; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

- A. Business Resolution 2025-12
Exchange of Real Property Between City of Gainesville and Debbie L. Davis and Andrew Vincent Davis

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Monday, March 17, 2025, 8:50 AM



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 14, 2025
Date Submitted: March 18, 2025
Final Approval Date: March 18, 2025
Presenter: Mayor Sam Covillon
Item of Business: Gainesville High School Theater Troupe 2445
Meeting Date: March 18, 2025

Purpose of Request:

To recognize the passion, dedication and accolades earned by GHS Troupe 2445.

Facts & Issues / History & Background:

Attendees:

Tyra Wimpye, Theater Director

Students

Jaelyn McPhaul / Darion Allen / Will Baudin / Molly Williams / Leah Floyd / Brenna Dunn / Sofia Vinson / Alissa Pinango / Jaiden Behal / Maddux Rifenburg / Arianna Little / Scarlett Early / Carmary Ortiz / Margaret Burnette / Elinor Parrish / Avery Johnson / Emiliano Perez / Hunter Garrett / Andrew Carroll / Siler Little / Esther Nwefo / Violet Parrish / Jahleel Dowell / Angel Mai / Sydney McClellan / Maria Ntekwa / Joy Gibson

Parents

Bernice Wimpye / Ginny & Nathan Early / Brett & Patt Baudin / Shailice Lopez / Brandon Evans / Elizabeth Burnette / Amanda Frydrych / Amy Rifenburg / Jamie & Kashia Gibson / Matthew & Adondra Little (David) / Tyson Hill / Marcy & Clint Johnson / Steven & Anna Vinson / Jenny & Jeremy Williams / Brandi Ayers / Theresa Hawks / Ashley & Andre Behal

Department Recommendation:

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. GHS Troupe 2445 Recognition Revision 2

CITY OF
GAINESVILLE

MAYOR AND COUNCIL

Sam Couvillon
Mayor

C. Danny Dunagan, Jr.
Ward One

Zack Thompson
Ward Two

Barbara B. Brooks
Ward Three

Abigail Guzman
Ward Four

Juli Hayes
Ward Five

March 18, 2025

Tyra Wimpye, Theatre Director
Gainesville High School
830 Century Place
Gainesville, GA 30501

Dear Ms. Wimpye:

Gainesville Theatre Troupe 2445 was chartered in 1975 and has become one of the finest theatre programs in the country. The high standards for Thespian induction, requiring substantial dedication and quality work, cultivate a strong sense of achievement and community among the students. With 55 active students and over 400 Inducted Thespians, it's clear that this program has not only thrived but also created a lasting impact.

Extraordinary accomplishments include winning the literacy one-act play competition five times and the regional one-act competition on 17 occasions. Additionally, Troupe 2445 has excelled at the Georgia Theatre Conference and performed on the Thespian Festival main stage four times establishing a stellar reputation.

Ms. Wimpye, The Troupe's legacy is inspiring. This recognition highlights contributions to the Gainesville City School System and the community as a whole. From notable recent productions like "Chicago", "Mean Girls", "Sweeney Todd", "Disney's Little Mermaid", and "Sister Act: A Divine Musical Comedy" to their excellence at the Georgia Thespian Conference, it's clear The Troupe continues to honor Pam Ware's vision while innovating and growing under your leadership. Your dedication to fostering creativity, discipline, and appreciation for the arts truly embodies the transformative power of theatre education where students gain the lifelong skills and a sense of community along the way.

Today, Troupe 2445 continues to honor its legacy by offering a diverse range of performances and educational opportunities, ensuring that the spirit of theatrical excellence remains a cornerstone of Gainesville High School's cultural identity. On behalf of the City Council and as Mayor of the City of Gainesville, I acknowledge the accomplishments of Troupe 2445 as I extend appreciation for the passion and dedication required to earn these accolades.

Regards,

W. Samuel Couvillon
Mayor



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 13, 2025
Date Submitted: March 14, 2025
Final Approval Date: March 14, 2025
Presenter: Sam Couvillon
Item of Business: Chicopee Woods Area Park Commission

- Reappoint Kelly Lee

Meeting Date: March 18, 2025

Purpose of Request:

The purpose of this request is to address the upcoming expiring term position currently held by Kelly Lee.

Facts & Issues / History & Background:

The Commission follows the guidelines of the City Charter and the Code of Ordinances. Members serve three-year term limits.

Ms. Lee confirmed a willingness to serve another term. The outstanding debt for verification was conducted with no concerns.

Department Recommendation:

To approve the nomination as submitted by the Mayor during the March 13, 2025 Work Session.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. CWAPC Members - Local Appointments List_03062025014738
2. 2023-2025 CWAPC Attendance Report for K. Lee

Chicopee Woods Area Park Commission

The purpose of this commission is to acquire, construct, equip, maintain, and operate a recreational center(s) and area(s), to include extensions and improvements of such facilities, so as to assure the efficient and proper development, maintenance, and operation of such recreational facilities and areas. The commission consists of eleven members: four appointed by the City of Gainesville, one of which is the Mayor or designee; two appointed by the Park Commission; and five appointed by the Hall County Commission, one of which is the Chairman or designee. The term of office is three years. Terms always expire on March 26th. The Commission is referenced in the Code Book. The primary contact is the Chairman of the Commission.

Term of Office: 3 years

	Name:	Date Appointed:	Current Term Expiration Date:	
Ex-Officio	Jeff Stowe	01/01/2019	12/31/2030	FILLED
Ex-Officio	Juli Hayes	01/08/2025	01/05/2026	FILLED
CWAPC (1) / At-Large	John Girardeau	01/01/2022	03/26/2025	FILLED
County Commission (1) / Vice Chair	Jane Hemmer	03/10/2022	03/26/2025	FILLED
County Commission (3)	Adam Clark	03/27/2024	03/26/2027	FILLED
County Commission (3)	Keith Morris	03/27/2024	03/26/2027	FILLED
CWAPC (2) Secretary	Steve Gilliam	03/27/2023	03/26/2026	FILLED
City Council (1)	Kelly Lee	04/19/2022	03/26/2025	FILLED
City Council (2)	Emily D. (Sissy) Lawson	05/02/2023	03/26/2026	FILLED
City Council (3) Chairman	RK Whitehead	03/27/2024	03/26/2027	FILLED
County Commission (2)	Emily Bagwell	03/27/2023	03/26/2026	FILLED

CHICOPEE WOODS AREA PARKS COMMISSION

ATTENDANCE REPORT FOR KELLY LEE

3. Her attendance:

2022/2023 – 3 of 4 meetings

2023/2024 – 3 of 4 meetings

2024/2025 -- 3 of 4 meetings

I will send you a fully updated roster once all the appointments for this year are confirmed (City & County).

Thanks.

RK Whitehead
rk@whitehead.com
770.654.1160



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 13, 2025
Date Submitted: March 14, 2025
Final Approval Date: March 14, 2025
Presenter: Sam Couvillon
Item of Business: Gainesville-Hall County Development Authority

- Appoint Brian Daniel

Meeting Date: March 18, 2025

Purpose of Request:

The purpose of this request is to address the upcoming expiring term of the city-appointed position currently held by Brian Rochester.

Facts & Issues / History & Background:

The Authority follows the guidelines of the Bylaws, the City Charter and Code of Ordinances. Appointees serve a four-year term and serve until the position is filled. Nominations were submitted by the Greater Hall Chamber of Commerce in accordance with the Bylaws of the Development Authority. Brian Daniel was selected for nomination. The outstanding debt verification process was completed with no concerns.

Department Recommendation:

To approve the nomination for appointment as submitted by the Mayor during the March 13, 2025 Work Session.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. G-HC Development Authority Members - Local Appointments List_03102025
2. GHCD A Gainesville Nomination 2-21-2025

Gainesville-Hall County Development Authority

Nominations provided by the Greater Hall Chamber of Commerce. Members serve until position filled. A member who has served a full four-year term is not eligible for reappointment until the lapse of one year after. Tim Evans serve as Overseer.

Term of Office: 4 years

	Name:	Date Appointed:	Current Term Expiration Date:	
County	Casey Ryals	04/01/2024	03/31/2028	FILLED
County	David Lee	04/01/2021	03/31/2025	FILLED
At-Large	Philip Wilheit, Jr.	04/01/2023	03/31/2027	FILLED
County	Alex Wayne	04/01/2022	03/31/2026	FILLED
County Chairman	William Bagwell	04/01/2023	03/31/2027	FILLED
Ex-Officio	Philip Wilheit, Sr.	04/01/2019	03/31/2030	FILLED
City	Glennis Barnes	04/18/2023	03/31/2027	FILLED
City	Jimmy Adams	04/16/2024	03/31/2028	FILLED
City Vice Chair	Brian Rochester	04/20/2021	03/31/2025	FILLED
City	Melissa Tymchuk	04/19/2022	03/31/2026	FILLED
Ex-Officio - City	Sam Couvillon	01/08/2025		FILLED
Ex-Officio - County	Billy Powell	01/01/2018		FILLED

Ex-Officio - GHCC Chair	Tim McDonald	07/23/2024	FILLED
Others - Media The Times	The Times Legal Organ	01/01/2020	FILLED
Other - Media WDUN	WDUN Media/Legal Organ	01/01/2020	FILLED
President - GHCC	Tim Evans	01/01/2025	FILLED
Others - EDC Director	Tim Evans	01/01/2020	FILLED
Others - City	Bryan Lackey	01/01/2020	FILLED
Others - County	Zachary Propes	07/07/2023	FILLED
Council/Secretary	Tread Syfan	01/01/2020	FILLED



230 E.E. Butler Parkway
Post Office Box 374
Gainesville, Georgia 30503

February 21, 2025

Mayor Sam Couvillon
City of Gainesville
P. O. Box 2496
Gainesville, GA 30503

Dear Mayor Couvillon:

The Greater Hall Chamber of Commerce nominates the following two (2) persons to be considered for the one (1) appointment to the Gainesville & Hall County Development Authority. The person selected will replace Brian Rochester, whose term expires 3/31/2025. This request is in accordance with the By-Laws of the Authority that we submit these persons for selection.

Brian Daniel, Carroll Daniel Construction
Chris Braswell, The Norton Agency

Both of these nominees are familiar with the economic development efforts of Gainesville and Hall County and would be quality members of the Authority. Please make the selection at your earliest convenience and notify us.

Sincerely,

Tim Eyans
President & CEO
Greater Hall Chamber of Commerce

Attachment: Current roster of members
Gainesville & Hall County Development Authority

cc: William Bagwell, Chairman
Gainesville & Hall County Development Authority
Tread Syfan, Counsel and Secretary
Gainesville & Hall County Development Authority
Bryan Lackey, City Manager
City of Gainesville
Denise Jordan, City Clerk
City of Gainesville
Alisa Grayson, Deputy City Clerk
City of Gainesville

770.532.6206

Fax 770.535.8419

www.greaterhallchamber.com

"FROM ISLANDS TO HIGHLANDS..."

WE'VE GOT IT ALL!"



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 13, 2025
Date Submitted: March 14, 2025
Final Approval Date: March 14, 2025
Presenter: Sam Couvillon
Item of Business: Main Street Advisory Board

- Appoint Jillian Ledford

Meeting Date: March 18, 2025

Purpose of Request:

The purpose of this request is to address the vacant position previously held by Rachel Marshall.

Facts & Issues / History & Background:

The Main Street Board follows the guidelines as set forth in the City Charter and Code of Ordinances as well as Business Resolution 2010-02. Members serve two-year terms. Jillian Ledford confirmed a willingness to serve. She represents the Carroll Daniel Construction Co. Verification of outstanding debt is not applicable.

Department Recommendation:

To approve the nomination for appointment as submitted by the Mayor during the March 13, 2025 Work Session.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. MSAB Members - Local Appointments List_03062025105738

Main Street Advisory Board

Overview

The Mayor and Gainesville City Council appoint members to a Main Street Advisory Board to guide the Main Street manager. The goal of this organization is to preserve our resources, encourage business growth, historic preservation and to bring more awareness to the Downtown area. The board consists of seven members and one ex-officio member. All Directors shall assume their office/duties in July of each year (except for the initial board). The term of office is two years. There is no limit on the amount of terms a member may serve. The primary contact is the Main Street Manager and Communications Director. The Board was formed by Business Resolution 2010-02.

Term of Office: 2 years

Contact Information

For additional information, [contact Main Street Manager Nicole Parham](#) or call 770-297-1141.

	Name:	Date Appointed:	Current Term Expiration Date:	
Post 1	Andrew Elliott	07/01/2023	06/30/2025	FILLED
Post 2 Chair	Claude Tatro, Jr.	07/01/2023	06/30/2025	FILLED
Post 3 Vice Chair	Leslie White	07/01/2023	06/30/2025	FILLED
Post 4	Vacant Seat	02/19/2025	06/30/2026	VACANT
Post 5	Eliana Barnard	07/01/2024	06/30/2026	FILLED
Post 6	Pamela Williams-Lime	07/01/2024	06/30/2026	FILLED
Post 7	Connie Rock	07/01/2024	06/30/2026	FILLED
Ex Officio	C. Danny Dunagan, Jr.	01/08/2025	01/05/2026	FILLED



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: December 27, 2024
Date Submitted: March 18, 2025
Final Approval Date: March 18, 2025
Presenter: Denise Jordan, City Clerk
Item of Business: February 27, 2025 Work Session
Meeting Date: March 18, 2025

Purpose of Request:

The purpose of this request is to allow the governing body to approve the 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:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: December 27, 2024
Date Submitted: March 18, 2025
Final Approval Date: March 18, 2025
Presenter: Denise Jordan, City Clerk
Item of Business: March 4, 2025 Mayor/Council Meeting
Meeting Date: March 18, 2025

Purpose of Request:

The purpose of this request is to allow the governing body to approve the 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:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 13, 2025
Date Submitted: March 14, 2025
Final Approval Date: March 18, 2025
Presenter: Robyn Lynch, Tourism Director

Item of Business: **Ordinance 2025-05**
Amend Title 6 As it Pertains to Entertainment Filming
AN ORDINANCE TO AMEND TITLE 6 OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA BY ADDING A NEW CHAPTER 6-23; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: March 18, 2025

Purpose of Request:
To amend Title 6 of the code by adding a Chapter 6-23 entitled Entertainment Filming.

Facts & Issues / History & Background:

Department Recommendation:
Approve the ordinance.

Department Director:
Robyn Lynch

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. Ordinance 2025-05 Amend Title 6 Regarding Gainesville Filming

Passed: _____

AN ORDINANCE

No. 2025-05

AN ORDINANCE TO AMEND TITLE 6 OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA BY ADDING A NEW CHAPTER 6-23; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; 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

Title 6 of the Code of Ordinances of the City of Gainesville, Georgia is hereby amended by adding a new Chapter 6-23 to read as follows:

CHAPTER 6-23. – ENTERTAINMENT FILMING

Sec. 6-23-1. – Purpose.

The intent of the city in adopting this entertainment filming ordinance is to facilitate Entertainment Industry Work performed in Gainesville while safeguarding the interests of City residents and businesses. This Chapter creates the role of Film Liaison. The Film Liaison will be dedicated to responding to the needs and issues pertaining to Entertainment Industry Work. This Chapter simplifies the permitting requirements associated with filming by enabling entertainment industry professionals to obtain required City approvals through the Film Liaison rather than through numerous individual departments. It strengthens the City's ability to anticipate and provide adequate services for multiple filming projects throughout the city. It also enhances the City's ability to accommodate unanticipated circumstances and requested changes. The Film Liaison similarly will respond to the needs of City neighborhoods regarding Entertainment Industry Work and will promote community awareness of the entertainment industry's impact upon the City's economic development. This Chapter furthers the City's commitment to being a best-in-class location to work and to live.

Sec. 6-23-2. - Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- (1) *Applicant* means the individual applying for a Permit, who is legally authorized to bind the Producer.
- (2) *Application* means the document created by the Film Liaison that must be completed and submitted to the Film Liaison by a Producer or the Producer's authorized representative, in order to request a Permit.

ORDINANCE NO. 2025-05

- (3) *Change Request* means the document created by the Film Liaison that must be completed and submitted to the Film Liaison by a Producer or the Producer's authorized representative in order to request a material change to a Permit.
- (4) *City* means the City of Gainesville, Georgia.
- (5) *Code* means the Code of Ordinances of the City of Gainesville.
- (6) *Department of Purview* means the city department that decides or recommends to the Film Liaison whether to allow an aspect of Filming that is within the department's operational responsibilities.
- (7) *Element* means an activity that is listed in Section 6-23-6(4) below.
- (8) *Entertainment Industry Work* means the production of motion pictures, television series, commercials, music videos, interactive games and animation, where the final product is intended to be released and/or distributed.
- (9) *Fee Schedule* means the schedule of fees that is maintained by the Film Liaison.
- (10) *Film Liaison* means the City's Tourism Director or his or her designee.
- (11) *Filming* means creating Entertainment Industry Work on Public Property, including the on-site/on-location pre-production activities associated therewith. Filming does not include activities performed as part of: (a) documenting current affairs; or (b) producing newscasts. In addition, Filming does not include location scouting.
- (12) *Permit* means a permit validly issued by the Film Liaison after review by the Permit Review Committee that authorizes Filming and the Elements contained therein, if any.
- (13) *Permit Appeals Committee* means the committee that receives and decides appeals and affirms or overturns the denial, suspension, or revocation of a Permit by the Permit Review Committee. The Permit Appeals Committee shall consist of the City Manager and the City Attorney.
- (14) *Permit Review Committee* means the committee that will review Permit Applications, which shall be composed of the City Chief of Police, Fire Chief, Risk Management Manager, Public Works Director, Film Liaison or any of the aforementioned persons' designees. The Film Liaison shall be the chairperson of the Permit Review Committee.
- (15) *Producer* means an individual, organization, corporation or any other entity that is ultimately responsible for the Filming that is the subject of the Application and the Permit.
- (16) *Public Property* means real property owned by the city or for which the City is a lessee, including, without limitation, parks, streets, sidewalks, beaches, the downtown square, parking decks, other rights of way, and buildings.
- (17) *Sound-amplifying System* means any loudspeaker system or equipment, sound-amplifying system, and/or any apparatus, equipment, device, instrument or

ORDINANCE NO. 2025-05

machine designed for or intended to be used for the purpose of amplifying sound or increasing the volume of the human voice, musical tone, vibration or sound wave.

- (18) *Traffic Control Plan* means a drawing that is submitted with a request for a sidewalk, lane and or street closure that details the location of the closures, the alternative routes that will be utilized for the detoured vehicle and/or pedestrian traffic, and the mechanisms (including without limitation barricades and signage and the locations thereof) for implementing the closures and alternatives.

Sec. 6-23-3. - Film Liaison.

The Film Liaison will serve as a resource for the City's residents and businesses, providing information upon request about current or scheduled Filming, helping to resolve problems that arise from Entertainment Industry Work, and acting as a liaison between residents, businesses and the entertainment industry to address inconvenience experienced generally and with regard to a specific project. The Film Liaison will also serve as an ambassador to the entertainment industry, providing information, answering questions, helping to resolve challenges and facilitating the industry's work in the city. The Film Liaison will implement other mechanisms that enhance the experience of all people performing and affected by Entertainment Industry Work, which may include an informational webpage and online permitting. Permits are required for Entertainment Industry Work that occurs on Public Property only, the Film Liaison may be a resource for all Entertainment Industry Work, including Entertainment Industry Work that occurs on private property.

Sec. 6-23-4. - Permits for Filming.

- (1) Any Producer that wishes to perform Filming must first obtain a Permit. No Permit is required unless the Entertainment Industry Work is performed on Public Property; or the affiliated Entertainment Industry Work will impede the use of Public Property; however, the Film Liaison may act as a resource if given notification of Filming taking place on private property. This Chapter in no way requires the Film Liaison to assist in Filming taking place on private property.
- (2) Permits shall be issued by the Film Liaison. Permits shall be issued to the Producer.
- (3) Permit will specify the Filming that may occur at a particular location(s) at a particular time. The Permit will authorize Element(s) to be performed as part of the Filming, provided that the Elements have been approved by the Department of Purview. After receiving a Permit, a Producer may request modifications to the Permit as described in Section 6-23-10. Fees will apply and can be found in the Fee Schedule.
- (4) Where the Application includes a request to close a city street, lane and/or sidewalk, the request shall be evaluated and approved by City Police Department.
- (5) A Producer that receives a Permit is responsible for knowing and complying with all other laws, including other ordinances and regulations, which establish prerequisites, authorizations and other required permissions applicable to the Filming.

ORDINANCE NO. 2025-05

- (6) Where Filming includes advertising signs or other displays of commercial speech, the signs and/or displays must be removed upon the expiration of the Permit.
- (7) Notwithstanding any other part of this Code, any Producer that performs Filming without a Permit, violates the material terms of a Permit, or is otherwise in violation of this entertainment filming ordinance, shall be subject to the provisions of Section 1-1-8 of the Code.
- (8) While it is the intent of the City to honor each Permit, the issuance of such Permit shall not grant the Producer a constitutionally protected property interest.
- (9) No Producer shall promote, advertise, encourage or solicit attendance or otherwise participate in Filming until a Permit has been issued for such special event. A Producer shall not promote, advertise, encourage or solicit attendance or otherwise participate in a film for which a Permit has been suspended or revoked.

Sec. 6-23-5. - Exemption from Filming Permit requirement - First amendment activity.

The following types of Filming are exempt from the permitting requirement of Section 6-23-4. This Section does not exempt a Producer from complying with other applicable Code provisions, laws, ordinances or regulations that require Elements or other activities included in the Filming to be permitted or approved by the appropriate governmental entity.

- (1) Filming associated with any permitted or unpermitted rally, protest or demonstration, except when the same is staged for the sole purpose of being included in the Filming's final product.
- (2) Filming associated with a special event that is authorized by a city issued special event permit, as defined in Chapter 6-7 of the Code, except when the same is staged for the sole purpose of being included in the Filming's final product.

Sec. 6-23-6. - Filming Elements.

- (1) An Applicant shall indicate on the Application each of the Elements listed in Section 6-23-6(4) that will be included in the Filming.
- (2) The final decision of whether to allow the Element shall be made by the Department of Purview after consultation with the Film Liaison. The final decision shall be communicated to the Applicant by the Film Liaison.
- (3) This Section applies to the activities listed below only when they occur on Public Property. If the Element requires approval from an additional governmental jurisdiction, the Producer must obtain that approval as well.
- (4) The Elements are as follows:
 - (a) Nighttime Filming with the use of outdoor lighting where a residence exists within 150 feet from the location of an outdoor light.
 - (b) Filming in buildings that are owned by the City and not leased to a third party, or in buildings of which the City is a lessee.

ORDINANCE NO. 2025-05

- (c) Use of Public Property that is owned or maintained by the City.
- (d) Use of a temporary structure that requires permitting by the City.
- (e) Use of intellectual property belonging to the City.
- (f) Closure of a street, lane and/or sidewalk.
- (g) Use of pyrotechnics or other explosives.
- (h) Smoke effects, water effects, or flame effects.
- (i) Display of real or artificial fire arms, grenades, or other weapons that would cause the public to fear violence.
- (j) Vehicle chases and/or vehicle crashes.
- (k) Dangerous stunts that have a reasonable likelihood of causing personal injury.
- (l) Use of equipment that has a reasonable likelihood of causing damage to Public Property.
- (m) Filming in a City park and/or cemetery.
- (n) Use of wild animals controlled under federal, state, or local laws and/or ordinances.
- (o) Any other item deemed by the city to disrupt the public peace, cause public concern, or interfere with standard City operations.

Sec. 6-23-7. - Processing of Applications.

A Producer that wishes to perform Filming must submit to the Film Liaison a completed Application and the Application fee set forth in the Fee Schedule. Where the Producer is an organization, corporation or other entity, the Application must be signed and submitted by an individual authorized to bind the Producer. The Film Liaison shall process the Application and make Permit determinations in accordance with this Chapter.

- (1) The Application shall include, but not be limited to, the following:
 - (a) The Filming project name;
 - (b) The name and contact information of the Applicant, including postal address, email address, and telephone number;
 - (c) The name and contact information of the Producer (if the Applicant is not the Producer), the name and contact information of the location manager and the name and contact information of the main point of contact (if not the Producer);

ORDINANCE NO. 2025-05

- (d) The dates, times and locations of the Filming for which a Permit is being requested, and a general description of the Filming activity that will occur at each location;
 - (e) A description of any Elements that may be performed during the Filming, including the dates, times and locations of each;
 - (f) A description of any aspects of the Filming, other than the Elements, which may require City services;
 - (g) Where the Producer is a student, an official letter or document from her/his school confirming that she/he is currently enrolled there.
- (2) When more than one Application is received for Filming at substantially the same place and time, and the Film Liaison reasonably determines that the Filming cannot logistically and/or safely occur together, the earlier or earliest of the Applications that is received by the Film Liaison in a substantially completed form, which includes submission of the requisite Application fee, shall be given priority as to the time and place requested.
- (3) Permits must be submitted to the Film Liaison at least three business days before the first Filming date. Where an Application includes a request for a street closure, the street closure portion of the Application must be submitted at least five business days prior to the closure.
- (4) The Film Liaison and the Departments of Purview may compile and maintain rules and guidelines applicable to the use of Public Property for Filming, including the Elements that are part of the Filming, and, if created, shall apply those rules and guidelines equally regardless of the subject matter of the Filming and/or the content of the speech therein.
- (5) In the event that permission to perform an Element is denied pursuant to Section 6-23-6, the Film Liaison will process the remainder of the Permit and grant all other aspects of the Filming for which the requirements have been met.
- (6) The Film Liaison may deny an application if the Permit Review Committee reasonably determines that one or more of the conditions listed in this subsection exists or if the Permit Review Committee has other good cause for denial.
- (a) The Filming poses an unreasonable risk of personal injury or property damage to people or property not associated with the Filming;
 - (b) The Filming poses an unreasonable risk of damage to Public Property that could not be quickly and/or fully remediated;
 - (c) The date and time requested for a particular Filming location conflict with previously issued Permits or permissions for Filming, outdoor events, or other activities;
 - (d) Use of the filming location, or use of the location during the date or time requested, would unreasonably interfere with the operation of City functions or City planned events;

ORDINANCE NO. 2025-05

- (e) Use of the Filming location or the proposed activity at the location would violate a law, ordinance, statute or regulation, regardless of whether the illegal activity is part of the message or content of the Filming. A Permit shall not be denied based upon simulation of an illegal activity where the actual illegal activity is not being performed;
 - (f) The Producer owes an outstanding debt to the City;
 - (g) The Producer previously caused significant damage to Public Property and, at the time of submitting the Application under consideration, failed to adequately repair the damage or pay in full the City's invoice for damage repair and restoration services;
 - (h) The Producer previously violated this Chapter, including without limitation by violating a material condition and/or restriction of a Permit;
 - (i) The Producer's Entertainment Industry Work in the City violated or would violate a city ordinance or other applicable law; and
 - (j) The Applicant made a material misrepresentation or gave incorrect material information on the Application.
- (7) The decision to grant or deny an Application, including any of the Elements, shall never include consideration of: (a) the race, color, creed, religion, gender, age, disability, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, political affiliation or associational relationships of the Applicant, Producer or any person associated with the Filming; or (b) the message or content of the Filming.
- (8) Where the Film Liaison reasonably determines that one or more of the conditions set forth in Section 6-23-7(6) exists or reasonably determines some other good cause exists for denial and that the Application should therefore be denied, the Film Liaison shall issue a written communication to the Applicant that includes a brief explanation for the denial. Said communication may be transmitted via email or hand delivery and shall be deemed received upon such transmission. Nothing in this subsection shall preclude the Film Liaison from also notifying the Applicant orally.
- (9) If the Film Liaison denies an Application, the Applicant shall have the right to appeal the decision to the Permit Appeals Committee as described in Section 6-23-8.

Sec. 6-23-8. - Appeal of denial, suspension or revocation of a Permit.

An appeal from a denial, suspension, or revocation of a Permit may be taken by the Applicant or permittee to the Permit Appeals Committee within three days of the transmission by the Film Liaison to the Applicant of notice of such denial, suspension or revocation. Such appeal shall be in writing, setting forth fully the grounds upon which the appeal is based, and shall be filed with the City Clerk, who shall immediately forward copies to the Permit Appeals Committee and the Permit Review Committee. Within five business days of the filing of the appeal, the Permit Review Committee shall submit to the Permit Appeals Committee its entire file for and a report of the case appealed.

ORDINANCE NO. 2025-05

Sec. 6-23-9. - Permit Appeals Committee's action on appeal.

- (1) In any appeal, the Permit Appeals Committee shall consider the Application, the report submitted by the Permit Review Committee, and other pertinent information presented either by the Applicant or by the Permit Review Committee and may grant or deny the Permit subject to the terms, conditions, and regulations set forth in this Chapter. The decision of the Permit Appeals Committee shall be final.
- (2) The Permit Appeals Committee may, on its own motion made within 20 days after the decision of the Permit Review Committee, review the issuance, denial, suspension or revocation of any Permit, or review any term or condition attached thereto. After review, the Permit Appeals Committee may grant or deny the Permit subject to the conditions, terms and regulations set forth in this Chapter.

Sec. 6-23-10. - Modification, suspension, or cancellation of a Permit.

- (1) After receiving a Permit, the Producer may request a material modification of the Permit no less than 24 hours prior to Filming by submitting to the Film Liaison a Change Request and change fee as set forth in the Fee Schedule. The Film Liaison shall process the Change Request pursuant to the provisions established for processing Applications, as set forth in Section 6-23-7. The Film Liaison's decision of whether to grant or deny the Change Request shall be determined as set forth in Section 6-23-7. Submission of a Change Request will not impact the validity of the Permit already issued, except upon written request of the Producer.
- (2) Where a Producer has obtained a Permit and abides by the material requirements thereof, the Permit shall prevent the City's stoppage of activities that are authorized by the Permit, except as otherwise set forth in Section 6-23-10(3) or pursuant to other applicable law.
- (3) In the event that the City Police Department, City Fire Department and/or other Department of Purview identifies a substantial public health or safety risk arising from or caused by the Filming, and the Producer is in material compliance with the Permit, the following shall occur:
 - (a) Where the substantial risk is identified prior to the commencement of the Filming, the Film Liaison and applicable Department of Purview shall employ reasonable efforts to consult with the Producer and identify Permit changes that are mutually acceptable to the Producer and the City, and that remedy the health/safety issue(s). Where such efforts are unsuccessful, the Film Liaison shall modify the Permit in a manner that minimizes disruption of the Filming as determined in the Film Liaison's reasonable discretion, and that eliminates the substantial risk as reasonably determined by the Department of Purview.
 - (b) Where the substantial risk is not imminent and is identified after the commencement of the Filming, the Film Liaison and applicable Department of Purview shall employ reasonable efforts to consult with the Producer and identify Permit changes that are mutually acceptable to the Producer and the City, and that remedy the health/safety issue(s). Where such efforts are unsuccessful, the Film Liaison shall modify the Permit in a manner that minimizes disruption of the Filming as determined in the Film Liaison's

ORDINANCE NO. 2025-05

reasonable discretion, and that eliminates the substantial risk as reasonably determined by the Department of Purview.

- (c) Where the substantial risk is imminent as reasonably determined by the Department of Purview and is identified after the commencement of Filming, said Department of Purview may place a stop work order on the Filming if it finds that the order will likely alleviate the substantial risk. The stop work order may be issued without advance notice where the Department of Purview deems that a delay of the order will jeopardize public health and safety, and shall be lifted as quickly as possible after the risk is eliminated. The Department of Purview shall notify the Film Liaison of the stop work order. The Film Liaison and applicable Department of Purview shall employ reasonable efforts to consult with the Producer and identify Permit changes that are mutually acceptable to the Producer and the City, that will minimize the length and impact of the stop work order as decided by the Producer, and that remedy the health/safety issue(s) as determined by the Department of Purview.
- (4) Where the Film Liaison, or a Department of Purview in consultation with the Film Liaison, determines that the Producer is violating material term(s) of the Permit, the Film Liaison shall decide the appropriate remedial actions after consulting with the Department of Purview and the Producer. If the Film Liaison and/or Department of Purview finds that a substantial public health or safety risk is arising from or caused by the material violation, the Department of Purview in consultation with the Film Liaison may place an immediate stop work order on the Filming without prior notice to the Producer, and consultation with the Producer shall occur after the work stoppage. The consultation between the Film Liaison, Department of Purview and Producer shall evaluate the nature and severity of the violation, whether the violation was intentional, whether Permit modifications should be made, whether the stop work order should be lifted (where applicable), and what other actions should be taken (if any). Where the violation creates a substantial public health and/or safety risk, the remedial actions decided by the Film Liaison will not be deemed final until the Department of Purview reviews the remedial actions and confirms that they will eliminate the health and safety risks.

Sec. 6-23-11. - Responsibilities of a Producer once a Permit is obtained.

- (1) A Producer or Producer's designee must have the Permit on site at the time and location of the Filming, and must also have on site any other permits required for that location by the Film Liaison or any other governmental agency.
- (2) A Producer must confine Filming to the locations, times, guidelines and conditions specified in the Permit and must abide by all other material terms of the Permit.
- (3) Permits are not transferable.
- (4) A Producer must clean and repair the Filming location, and restore it to the condition it was in immediately prior to the Filming, unless otherwise agreed upon in writing by the Film Liaison, Department of Purview and the Producer. The Film Liaison will inspect the Filming Location after the Filming is completed to ascertain whether this requirement has been met. Where a Producer fails to fulfill this requirement, the Film Liaison will bill the Producer for the cleaning, repair and/or

ORDINANCE NO. 2025-05

restoration costs borne by the City, and the Producer must pay the invoice in full within 30 days of receipt.

- (5) Permits shall require the Producer to notify the Film Liaison immediately of learning of any emergency event regarding or arising from the Filming that involves the media, the police or fire departments or emergency medical services.
- (6) A Producer is responsible for: (a) knowing and complying with all City ordinances and other laws applicable to the Filming and to the other activities arising from the Producer's Permit; and (b) requiring and using reasonable efforts to enforce the requirement that any person working for or at the direction of the Producer (including without limitation contractors) complies with all City ordinances and other laws applicable to the Filming and to the other activities arising from the Permit. Applicable City ordinances include without limitation the City Noise Ordinance, set forth in Chapter 3-8 of the Code.
- (7) The requirements of Section 6-23-11(6) shall include without limitation that the Producer is responsible for obtaining any and all permissions, licenses or other required authorizations for use of intellectual property, including intellectual property which is on Public Property but is not owned by the City.
- (8) Permits shall prohibit a Producer from acting as a representative or agent of the City, and from indicating City endorsement of the Filming, except as otherwise agreed to in writing by the Film Liaison.
- (9) The Film Liaison shall require that notification be given to adjacent and affected residents and businesses within at least a three-block radius of a location for which a Permit has been issued. The notification must state that a Permit has been issued, and must include the date(s), time(s), location(s) and activities that are authorized by the Permit. The Film Liaison shall determine the most effective means and timing of notification based upon factors such as the type of impact that the Filming will have on the neighborhood, the time between receipt of the Application and commencement of the Filming, the Producer's budget, and previous communications from a neighborhood regarding notification preferences.

Sec. 6-23-12. - Other Permit requirements.

After a Permit has been approved by the Permit Review Committee, it will be issued once the following have occurred:

- (1) The Producer signs an indemnification provision on the Permit whereby the Producer agrees to indemnify the City and its officials and employees from all claims, losses and expenses, including attorneys' fees and costs, that may arise from the Permit and any of the activities performed pursuant to the Permit by, on behalf of, or at the direction of the Producer, except to the extent that that claims, losses and/or expenses are caused by the intentional misconduct of the City, its officials and/or employees;
- (2) The Producer signs a provision agreeing to comply with all applicable environmental laws, including an agreement not to allow prohibited contaminants from entering the sewage and stormwater drainage systems serving the area where the filming will occur. The Producer must sign a separate indemnification

ORDINANCE NO. 2025-05

clause, such as the one described in Section 6-23-12(1), that pertains specifically to environmental breaches and includes without limitation the fines and cleanup costs associated therewith;

- (3) The Producer obtains insurance coverage in an amount determined by the City's risk manager, covers the City as an additional insured on the policy, and provides proof of the coverage in a manner established by the City's risk manager; and
- (4) The Producer pays the Permit fee and any other applicable fees set forth in Section 6-23-13.

Sec. 6-23-13. - Fee Schedule.

The Film Liaison shall collect all applicable fees arising pursuant to this Chapter. Fees are set forth in the Fee Schedule and in other sections of the Code pertaining to the cost of services or goods provided by other City departments. Where the Film Liaison receives funds that are attributable to services performed by another City department, such funds shall be paid to the department providing those services where prescribed by the Code.

- (1) *Nonrefundable application fee.* An Application must be accompanied by a nonrefundable application fee as set forth in the Fee Schedule. An Application shall not be deemed complete until the Film Liaison receives the application fee.
- (2) *Filming permit fee.* A filming permit fee shall be charged as set forth in the Fee Schedule and shall authorize all Filming for a particular Filming project per day, regardless of the number of Filming locations. A Permit is valid through the last day of Filming noted on the Application.
- (3) *Material changes to Permit.*
 - (a) There shall be no charge for modifying a Permit where the Film Liaison reasonably determines that the modification is not material.
 - (b) The Film Liaison shall determine a reasonable charge associated with material Change Requests submitted more than five business days prior to the effective date of the Permit. The Film Liaison shall determine a reasonable charge associated with material Change Requests submitted after the Permit has taken effect, but more than five business days prior to the implementation of the requested change.
 - (c) Where a Change Request for a Material change is submitted to the Film Liaison five or fewer business days prior to the effective date of the Permit or the implementation date of the change, the Producer shall pay the rush change fee set forth in the Fee Schedule
- (4) *Cancellation fee.* A filming Permit fee is nonrefundable.
- (5) *Other fees associated with Filming.* Other fees associated with the use of Public Property and/or fees associated with Police or Fire Department needs shall be determined by the appropriate Department of Purview.

ORDINANCE NO. 2025-05

Sec. 6-23-14. - Traffic Control Plan.

When contemplated Entertainment Industry Work will affect and/or impede normal vehicle and/or pedestrian traffic flow, the Film Liaison shall require the Applicant to submit a Traffic Control Plan. Submission of a Traffic Control Plan is a prerequisite to obtaining approval for the closure of any road. The Film Liaison shall submit the Traffic Control Plan to all City Departments affected by the contemplated Entertainment Industry Work, including but not limited to the City Police Department and Public Works Department.

SECTION II.

All ordinance 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 such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional

SECTION IV.

The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville.

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



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: March 14, 2025
Date Submitted: March 17, 2025
Final Approval Date: March 18, 2025
Presenter: Abb Hayes, City Attorney
Item of Business: Business Resolution 2025-12
Exchange of Real Property Between City of Gainesville and Debbie L. Davis
and Andrew Vincent Davis
Meeting Date: March 18, 2025

Purpose of Request:
To authorize the swap of City Property for the Davis Property

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Abb Hayes

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

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2025-12 Exchange of City of Gainesville Property for Davis Property
2. Attachment - Gainesville Davis Lawson land swap public notice
3. Attachment - Purchase and Sale Agreement
4. Business Park Appraisal
5. Lawson HVAC Appraisal

RESOLUTION BR-2025-12

EXCHANGE OF REAL PROPERTY BETWEEN CITY OF GAINESVILLE AND DEBBIE L. DAVIS AND ANDREW VINCENT DAVIS

WHEREAS, the City of Gainesville (hereinafter referred to as “the City”) owns a 10.323 acre tract of real property in the Gainesville 85 Business Park as further described in the attached Public Notice (said real property hereinafter referred to as “the City Property”); and

WHEREAS, Debbie L. Davis and Andrew Vincent Davis (hereinafter referred to collectively as “Davis” own real property located in the City and identified as tax parcel numbers 01049 001014D and 01049 001014E as further described in the attached Public Notice (said real property hereinafter referred to as “the Davis Property”); and

WHEREAS, the City and Davis have obtained appraisals showing that the value of the real property to be acquired by the City is of greater value to the property to be acquired by Davis; and

WHEREAS, pursuant to O.C.G.A. § 36-37-6(c), notice of the proposed exchange of the City Property and the Davis Property is being published in the official organ of the City once a week for four weeks; and

WHEREAS, the governing body for the City hereby approves the value of the City Property and the Davis Property as determined by the appraisals; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City hereby approves of the swap of the City Property for the Davis Property with Davis; and

BE IT FURTHER RESOLVED THAT the governing body for the City hereby approves and ratifies the attached Real Estate Purchase and Sale Agreement between the City and Davis with an Effective Date of August 8, 2024, as amended by First Amendment fully executed as of November 5, 2024, as amended by Second Amendment fully executed as of December 2, 2024, as amended by Third Amendment fully executed as of February 5, 2025, as amended by Fourth Amendment fully executed as of February 26, 2025 (said Agreement as amended hereinafter referred to as “the PSA”); and

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 complete the closing of the swap of the City Property for the Davis Property pursuant to the PSA.

Adopted this ____ day of March, 2025.

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

PUBLIC NOTICE

In accordance with O.C.G.A. § 36-37-6(c), public notice is hereby given within six weeks preceding the closing of the proposed exchange of real properties between the City of Gainesville, Georgia and Debbie L. Davis and Andrew Vincent Davis. Based on an appraisal of the real properties to be exchanged, the value of the real property to be acquired by the City of Gainesville from Debbie L. Davis and Andrew Vincent Davis is of greater value than the real property to be granted to Debbie L. Davis and Andrew Vincent Davis by the City of Gainesville.

The real property to be acquired by the City of Gainesville from Debbie L. Davis and Andrew Vincent Davis is described as the following tracts numbered as: All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being all of lots 4 and 5 as shown by a plat made by George D. Newton, Registered Surveyor, dated February 28, 1958, as recorded at Plat Book 19, Page 124, Hall County, Georgia deed records.

The real property to be acquired by Debbie L. Davis and Andrew Vincent Davis from the City of Gainesville is described as: All that tract or parcel of land lying and being in the Candler District (GMD 1385), City of Gainesville, Hall County, Georgia, containing 10.323 acres, more or less, being Parcel A, as shown on a plat of survey titled "Division of a Parent Tract for Gainesville 85 Business Park being Lot 14" by Richard E. Millard, GRLS No. 3044, dated September 6, 2024, and being more particularly described as follows:

TO FIND THE TRUE PONT OF BEGINNING, commence at the intersection of the southwestern right of way of Fulenwider Road (60 foot right of way) with the centerline of State Route 60 aka Candler Road (unknown right of way), thence running 3,112 feet along said southwestern right of way to an iron pin set; thence running South 06 degrees 43 minutes 33 seconds West a distance of 7.21 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence continuing along the southwestern right of way line of Fulenwider Road along the arc of a curve to the left (said curve being subtended by a chord having a bearing of South 56 degrees 28 minutes 11 seconds East and a chord length of 208.93 feet, and said curve having a radius of 1,527.10 feet) an arc distance of 209.09 feet to a point; thence continuing along the southwestern right of way line of Fulenwider

Road South 60 degrees 23 minutes 32 seconds East a distance of 395.31 feet to a point; thence continuing along the southwest right of way line of Fulenwider Road along the arc of a curve to the right (said curve being subtended by a chord having a bearing of South 58 degrees 42 minutes 52 seconds East and a chord length of 117.81 feet, and said curve having a radius of 2,012.00 feet) an arc distance of 117.82 feet to an iron pin set; thence leaving the southwest right of way line of Fulenwider Road and running South 30 degrees 26 minutes 36 seconds West a distance of 693.80 feet to an iron pin set; thence running North 59 degrees 33 minutes 24 seconds West a distance of 636.93 feet to a concrete monument found; thence running North 30

degrees 08 minutes 26 seconds East a distance of 359.14 feet to a concrete monument found; thence running North 30 degrees 12 minutes 06 seconds East a distance of 154.84 feet to a concrete monument found; thence running North 06 degrees 43 minutes 33 seconds East a distance of 204.28 feet to an iron pin set, said iron pin being the TRUE POINT OF BEGINNING.

4903-3732-4579, v. 2

STATE OF GEORGIA

COUNTY OF HALL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Debbie L. Davis and Andrew Vincent Davis (collectively "Davis"), and the City of Gainesville, Georgia ("City") (Davis and City collectively "the Parties");

WHEREAS, Davis is the owner of that certain parcel of real property located in the City of Gainesville, Hall County, Georgia, being tax parcel numbers 01049 001014D and 01049 001014E and more particularly described as follows:

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being all of lots 4 and 5 as shown by a plat made by George D. Newton, Registered Surveyor, dated February 28, 1958, as recorded at Plat Book 19, Page 124, Hall County, Georgia deed records. The full description as shown by said plat is incorporated herein by reference. Said real property is hereinafter referred to as "the Davis Property."

WHEREAS, City is the owner of that certain 10.32 acre parcel of real property located in the City of Gainesville, Hall County, Georgia, in the Gainesville 85 Business Park as more particularly shown on Exhibit "A," attached hereto and incorporated herein. Said real property is hereinafter referred to as "the City Property;"

WHEREAS, Davis desires to purchase the City Property and City desires to sell the City Property pursuant to the terms and conditions of this Agreement; and

WHEREAS, City desires to purchase the Davis Property and Davis desires to sell the Davis Property pursuant to the terms and conditions of this Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davis and City hereby agree as follows:

1.1 Agreement of Purchase and Sale. City agrees to purchase and Davis agrees to sell, subject to the terms and conditions set forth in this Agreement, the Davis Property. Davis agrees to purchase and City agrees to sell, subject to the terms and conditions set forth in this Agreement, the City Property.

1.2 Purchase Terms. Pursuant to O.C.G.A. Section 36-37-6(c), the Davis Property shall be sold to City in exchange for the following: (a) transfer of the City Property to Davis; (b) the agreement by City to refrain from charging to Davis the planning, water

meter, sewer tap, plan review, impact, building permit, and certificate of occupancy fees normally charged by City for development as to any development performed on the City Property by Davis within two (2) years of the closing of the sale of the City Property to Davis; and (c) payment of City to Rochester & Associates, LLC the total sum of \$48,900 related to development costs charged by Rochester & Associates, LLC to Davis associated with development performed on the City Property by Davis within two (2) years of the closing of the sale of the City Property to Davis. City shall prepare and cause the notice required by O.C.G.A. Section 36-37-6(c) to be published in the legal organ once a week for four (4) weeks within six (6) weeks of the closing of the transactions contemplated in this Agreement.

1.3 INTENTIONALLY DELETED.

1.4 The Parties' obligations are contingent upon satisfactory completion of any and all inspections set forth below.

1.5 Effective Date. The Parties agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by the latter of the execution by Davis or City.

1.6 Inspection Period. The Parties, at each inspecting Party's sole cost and expense shall have the right to conduct an inspection of the real property that the inspecting party is purchasing (hereinafter referred to as "the Property") for a period from the Effective Date, through and including that date which is Ninety (90) days after the Effective Date (the "Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory and any other factor relating to the Parties' use of the Property. During the Inspection Period, and thereafter if either Party does not terminate this Agreement, the Parties shall give the inspecting Party and the inspecting Party's agent and representatives reasonable access to the Property during normal business hours for purposes of inspecting and conducting such tests as are reasonable and necessary for the Parties to determine if the Property is satisfactory for the Parties' intended use

All inspections conducted by the Parties pursuant to this Agreement shall be non-invasive in nature, and shall not include any invasive Phase II or other sampling or testing unless otherwise agreed to in writing by the Parties, subject to the Parties' review and approval of a proposed scope of work for such activities, which may be granted or withheld at either of the Parties' sole discretion. The inspecting Party shall ensure that: (a) all of its affiliates, employees, advisors, contractors, representatives or agents ("Representatives") who enter the Property shall have adequate, commercially reasonable insurance; (b) no liens shall be placed on the Property or levied against the owner of the Property as a result of the inspecting Party's inspection; and (c) the Property is restored to the same or similar condition as existed prior to any entry.

The Parties expressly agree that the results of any environmental investigation, review, sampling or analyses obtained by the inspecting Party in the course of or in connection with the inspections conducted hereunder shall remain confidential to the inspecting Party and its Representatives through the date of Closing and shall not be disclosed to the owner of the Property, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties prior to Closing. These confidentiality obligations shall survive the termination of this Agreement.

The inspecting Party shall indemnify, hold harmless from and defend the owner of the Property, and his agents, affiliates, successors and assigns, from and against any and all liabilities, claims, causes of action, damages, losses, penalties, forfeitures, suits, costs and expenses (including without limitation, investigation costs, costs of defense, settlement and reasonable attorneys' fees) incurred or arising in connection with the inspecting Party's or any Representative's breach of the confidentiality and other obligations set forth in this Agreement, entry onto the Property or enforcement of this indemnity. All indemnification obligations contained herein shall survive the Closing and any termination of this Agreement.

"AS IS" PURCHASE

To the maximum extent permitted by applicable law and except for the owner of the Property's representations and warranties specifically set forth above ("Seller's Warranties"), the transactions contemplated by this Agreement are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by the Property owner. As a material part of the consideration for this Agreement, the inspecting Party agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults (both known and unknown) and any and all latent and patent defects, and without any representation or warranty, all of which the Property owner hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by the Property owner as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. The Parties acknowledge that the Parties have entered into this Agreement with the intention of making and relying upon the Parties' own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that the Parties are not now relying, and will not later rely, upon any representations and warranties made by the Property owner, respectively, or anyone acting or claiming to act, by, through or under or on the Property owner's behalf concerning the Property, except for Seller's Warranties.

From and after the date of Closing, the Parties, for itself and their Representatives, successors-in-title, successors and assigns, hereby release, indemnify, hold harmless and forever discharge each other and their agents, affiliates, successors and assigns

(collectively the "releasees") from any and all rights, claims and demands, damages and losses at law or in equity, whether known or unknown at the time of this Agreement, which the Parties have or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or any similar federal, state or local statute, rule or regulation and any and all matters affecting the Property.

1.7 Right of Termination. If the inspecting Party discovers any matter during the Inspection Period that is unacceptable to the inspecting Party for any reason, in the inspecting Party's sole discretion, the inspecting Party may terminate this Agreement by giving the Property owner written notice thereof (the "Termination Notice") at any time prior to the expiration of the Inspection Period. If the inspecting Party fails to give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, the inspecting Party shall be deemed to have waived its rights to terminate this Agreement. If the inspecting Party provides the Termination Notice prior to the expiration of the Inspection Period, the Parties shall have no further right or obligation hereunder; provided however, the Parties shall be obligated to comply with their restoration and indemnification obligations set forth in this Section. Time is of the essence in regard to termination as set forth herein.

1.8 Parties' Documentation Delivery. Not later than 5:00 P.M., on the second (2nd) business day after the Effective Date, the Parties shall deliver to each other any and all such documents concerning the title and condition of the Property as are known and / or reasonably obtainable to the Parties, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. The Parties will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the Property. The Parties may provide a list of additional requested documentation to each other and the Parties agree to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by the inspecting Party, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by the Parties, their affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, the Parties shall return to each other all existing copies of the Property Information within three (3) business days of the scheduled Closing date.

1.9 Condition of Property. The Parties represent that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. The Parties shall convey title to the Property to each other via limited warranty deed.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by the Parties as provided in Section 1.11.

1.11 Title Examination. The Parties will complete their examination of the title to the Property during the Inspection Period. As part of this examination, the Parties will obtain, and each purchasing Party will pay for at closing, a title insurance certificate and commitment showing the selling Party's title to the Property to be marketable in fact. The Parties shall notify each other in writing of any objections or defects to the title. If either of the Parties deliver notice of any such objections or defects, then the Party receiving such notice, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. The failure to send written notice to the Party providing notice within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by the selling Party not to cure such defects. If a selling Party refuses to cure such defects, then, no later than ten (10) days after receipt of the selling Party's notice refusing to cure, or the deemed refusal to cure, the purchasing Party shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to the selling Party, in which event: (a) this Agreement shall thereupon be of no further force and effect; and (b) no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the purchasing Party is to pay all premiums necessary to convert the title insurance commitment to the Purchasing Party's title insurance policy in the full amount of the purchase price.

1.12 Survey. City shall provide to Davis an ALTA/ACSM Survey complete with utilities, and showing the City Property and the total acreage to the nearest 1/100th acre within the Inspection Period. Davis may unilaterally extend the Inspection Period as necessary until Survey of the City Property is complete and approved by Davis. Survey of the City Property shall be ordered by City and shall be conducted by Rochester & Associates, LLC for a fee of \$2,500, which fee shall be included within the \$48,900.00 paid by the City pursuant to Section 1.2(c) of this Agreement. City may obtain at their expense, as soon as practical after the Effective Date, an ALTA/ACSM Survey of the Davis Property according to the City's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. The purchasing Party shall notify the selling Party in writing of any objections or defects to the Property revealed by either Survey. If a purchasing Party delivers notice of any such objections or defects, then a selling Party, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. The selling Party's failure to send written notice to the purchasing Party within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by the selling Party not to cure such defects. If the selling Party refuses to cure such defects, the purchasing Party shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to the selling Party, in which event no Party hereto shall have any further rights, duties or obligations hereunder; or (ii)

accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 INTENTIONALLY OMITTED

1.14 Utilities. The Parties shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer, electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by purchasing Party.

1.15 INTENTIONALLY OMITTED

1.16 Flood Determination. The purchasing Party shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

1.18 Closing Date. Closing shall be on or before thirty (30) days following the end of the Inspection Period.

1.19 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by the purchasing Party.

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

1.21 Seller Party's Obligations at Closing. At Closing, the selling Party, at its sole cost and expense, shall deliver to the purchasing Party the following:

- a) Limited Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;
- c) Seller's Affidavit acceptable to the purchasing Party's title insurance company;
- d) Affidavit allowing the purchasing Party to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to the purchasing Party, at the Purchasing party's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified

herein, and the source, application and disbursement of all funds. The Parties shall be responsible for preparing the Closing Statement.

1.22 Purchasing Party's Obligations at Closing. At Closing, the purchasing Party, at its sole cost and expense, shall deliver to the selling Party the following:

- a) Immediately available funds payable to the selling Party representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by the Purchasing Party and execution of all Closing documents;
- c) The Closing Statement.

1.23 Costs. The purchasing Party shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed. The selling Party shall pay any real estate transfer tax associated with the conveyance that may be imposed on the transaction. The Parties shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that the selling Party receives the Purchase Price, the date of closing will be attributable to the purchasing Party. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, the selling Party will be responsible for all charges applicable to the period prior to the Closing Date, and the purchasing Party shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of the purchasing Party. The provisions of this Article shall survive closing.

Additionally, any and all rents and other operating expenses, if any, will be pro-rated at closing.

1.25 General Obligations of the Parties. At Closing the Parties shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.26 Possession. The selling Party agrees to deliver possession of the Property to the purchasing Party on the Closing Date and after consummation and funding of the transaction described herein.

1.27 Default by the purchasing Party. If the purchasing Party fails to perform any of its obligations under this Agreement for any reason other than the selling Party's default or the permitted termination of this Agreement by either of the Parties as herein expressly provided, the selling Party shall be entitled, as its sole remedy, to terminate this Agreement and receive sum of \$100 as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to the selling Party in the event of such breach are impractical to ascertain and the amount of \$100 is a reasonable estimate thereof.

1.28 Default by the selling Party. In the event that the selling Party fails to perform any of its obligations under this Agreement for any reason other than the purchasing Party's default or the permitted termination of this Agreement by the Parties as herein expressly provided, The purchasing Party shall be entitled, as its sole remedy to seek to enforce specific performance of the selling Party's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to the purchasing Party. The purchasing Party shall be deemed to have elected to terminate this Agreement if the purchasing Party fails to file suit for specific performance against the selling Party on or before thirty (30) days following the date upon which Closing was to have occurred.

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of the purchasing Party: (a) this Agreement shall terminate, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and the selling Party, at the time of closing hereunder, shall transfer and assign to the purchasing Party all of the selling Party's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by the purchasing Party by delivering to the selling Party written notice of such exercise on or before the fifteenth (15th) day following the date on which the purchasing Party receives from the selling Party written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If the purchasing Party fails to exercise said option within said fifteen (15)-day period, then the purchasing Party shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. In connection with this Agreement, City warrants and represents to Davis that City has not employed a real estate broker or agent in connection with the transaction contemplated hereby. In connection with this Agreement, Davis has employed Lee Hemmer of Candler Real Estate Group to represent Davis in connection with the transaction contemplated hereby, and Davis shall bear all costs relating to such employment. Each Party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This provision shall survive the Closing or any termination of this Agreement.

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably conditioned, withheld, or delayed. Davis may assign the City Property to an entity in which Davis has an ownership interest without City's written consent. Any such prohibited assignment shall be void. Notwithstanding the foregoing, Davis shall be entitled to assign the rights of Davis to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the Parties and can be modified or varied only by a written instrument subscribed to by all Parties.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either Party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, or upon deposit in certified mail, return receipt requested, addressed as follows:

If to the City: City of Gainesville
Attention: Bryan Lackey
300 Henry Ward Way
Gainesville, GA 30501
Phone 770-535-6860
Email: blackey@gainesvillega.org

With a copy to: Hulse, Oliver and Mahar, LLP
Attention: Abbott S. Hayes, Jr.
200 E. E. Butler Parkway
Gainesville, GA 30501
Phone: 770-532-6312
Email: ash@homlaw.com

If to Davis: Debbie L. Davis / Andrew Vincent Davis
5159 Highland Road
Gainesville, Georgia 30506
Phone: 770-503-4567
Email: ddavis@lawsonac.com

With a copy to: Candler Real Estate Group, LLC
Attention: Lee Hemmer
135 Maple Street, NW
Gainesville, GA 30501
Phone: 770-988-6383
Email: Lee@candlerre.com

1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All Parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. The Parties shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The Parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

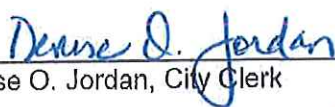
1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the Parties.

1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control: At Closing, Davis shall execute a lease, in a form acceptable to the Parties, in favor of the City which provides that Davis may remain on the Davis Property as a tenant, on a rent-free basis, for a period of two (2) years from the date of Closing. Tenant shall be responsible during the term of said lease for insuring the Davis Property and activities on the Davis Property in amounts satisfactory to the City. City shall provide a copy of said lease to Davis to review within Sixty (60) days following the Effective Date.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

CITY OF GAINESVILLE

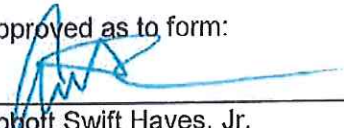
By: 
Bryan Lackey, City Manager

Attest: 
Denise O. Jordan, City Clerk

Date: 8/8/2024

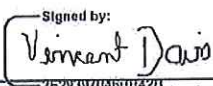
CITY SEAL

Approved as to form:


Abbott Swift Hayes, Jr.

Date: 8/8/24



By: 
Andrew Vincent Davis

Date: 8/7/2024

By: 
Debbie L. Davis

Date: 8/7/2024

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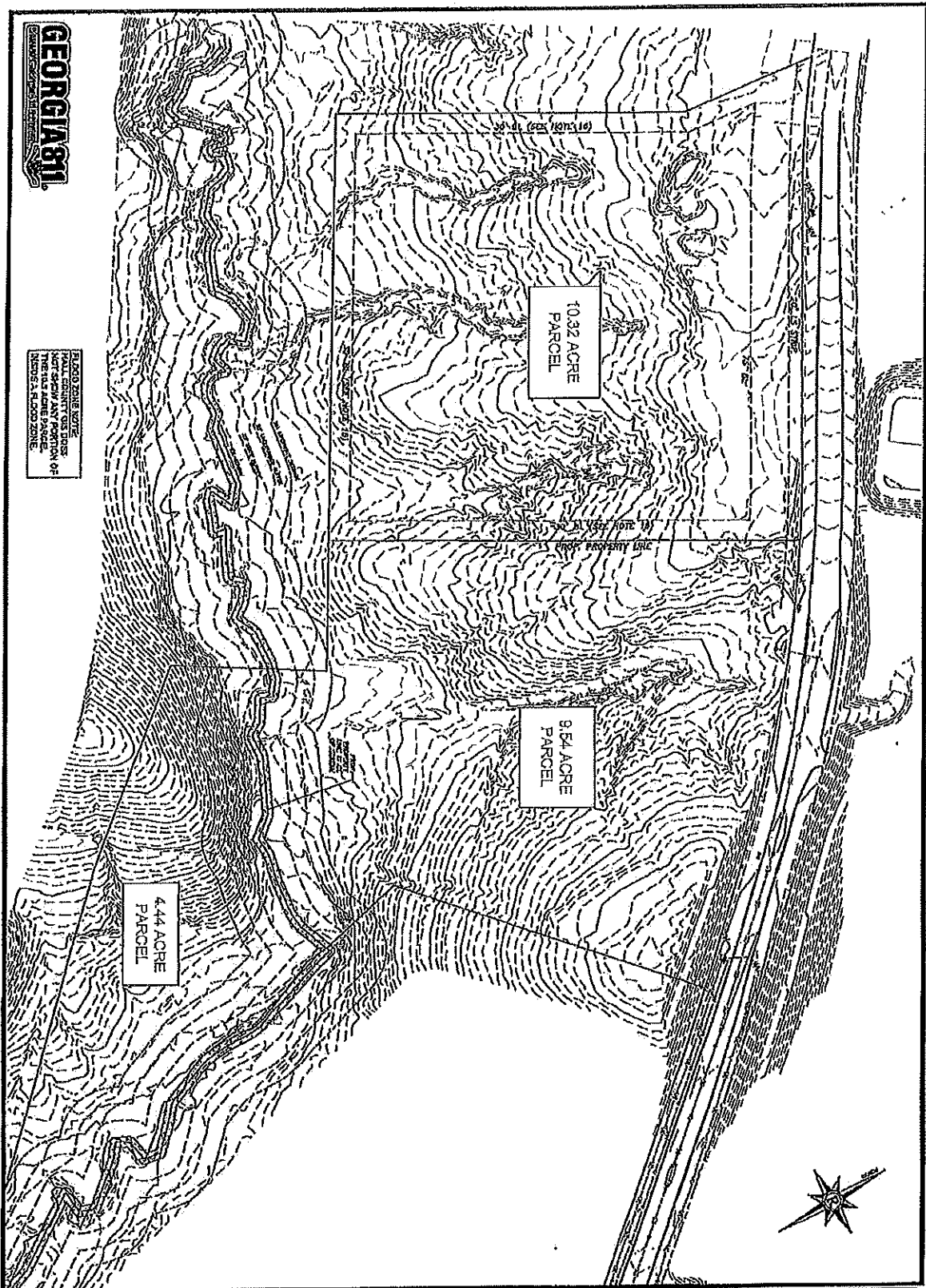


Exhibit A

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This First Amendment to Real Estate Purchase and Sale Agreement ("First Amendment") is made and entered into by and between Debbie L. Davis and Vincent Davis (collectively "Davis"), and the City of Gainesville, Georgia ("City");

WHEREAS, Davis and City entered into a Real Estate Purchase and Sale Agreement with an Effective Date of August 8, 2024 ("Agreement"), and Davis and City desire to extend the Inspection Period set forth in the Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davis and City hereby agree as follows:

The Inspection Period, as that term is defined in the Agreement, is hereby extended through and including December 2, 2024.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

CITY OF GAINESVILLE

By: 
Bryan Lackey, City Manager

Date: 10-30-24

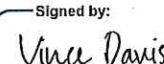
Approved as to form:


Abbott S. Hayes, Jr., City Attorney

DocuSigned by:

70C513FB5A3547A...
Debbie L. Davis

Date: 11/ /2024

Signed by:

2E29397046BB42B...
Vincent Davis

Date: 11/ /2024

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Second Amendment to Real Estate Purchase and Sale Agreement ("First Amendment") is made and entered into by and between Debbie L. Davis and Vincent Davis (collectively "Davis"), and the City of Gainesville, Georgia ("City");

WHEREAS, Davis and City entered into a Real Estate Purchase and Sale Agreement with an Effective Date of August 8, 2024, as amended by First Amendment fully executed as of November 5, 2024 ("Agreement"), and Davis and City desire to extend the Inspection Period set forth in the Agreement.

WITNESSETH:

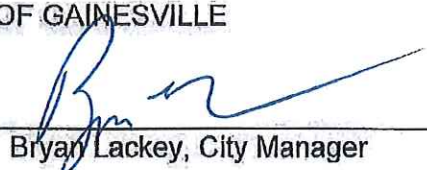
NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davis and City hereby agree as follows:

The Inspection Period, as that term is defined in the Agreement, is hereby extended through and including February 5, 2025.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

CITY OF GAINESVILLE

By:


Bryan Lackey, City Manager

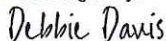
Date:

11-27-24

Approved as to form:


Abbott S. Hayes, Jr., City Attorney

DocuSigned by:


Debbie Davis

Date: 12/2/202

Debbie L. Davis

Signed by:


Vincent Davis

Date: 12/2/202

Vincent Davis

4911-0421-6576, v. 2

THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Third Amendment to Real Estate Purchase and Sale Agreement ("First Amendment") is made and entered into by and between Debbie L. Davis and Vincent Davis (collectively "Davis"), and the City of Gainesville, Georgia ("City");

WHEREAS, Davis and City entered into a Real Estate Purchase and Sale Agreement with an Effective Date of August 8, 2024, as amended by First Amendment fully executed as of November 5, 2024, as amended by Second Amendment fully executed as of December 2, 2024 ("Agreement"), and Davis and City desire to extend the Inspection Period set forth in the Agreement.

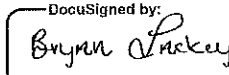
WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davis and City hereby agree as follows:

The Inspection Period, as that term is defined in the Agreement, is hereby extended through and including the 28th day of February, 2025.

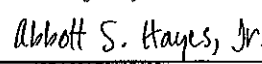
IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

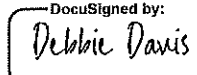
CITY OF GAINESVILLE

By: DocuSigned by:

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Bryan Lackey, City Manager

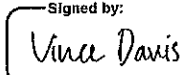
Date: 2/ /202

Approved as to form:

DocuSigned by:

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Abbott S. Hayes, Jr., City Attorney

DocuSigned by:

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Debbie L. Davis

Date: 2/ /202

Signed by:

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Vincent Davis
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Date: 2/ /202

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Fourth Amendment to Real Estate Purchase and Sale Agreement ("First Amendment") is made and entered into by and between Debbie L. Davis and Vincent Davis (collectively "Davis"), and the City of Gainesville, Georgia ("City").

WHEREAS, Davis and City entered into a Real Estate Purchase and Sale Agreement with an Effective Date of August 8, 2024, as amended by First Amendment fully executed as of November 5, 2024, as amended by Second Amendment fully executed as of December 2, 2024, as amended by Third Amendment as executed as of February 5, 2025 ("Agreement"), and Davis and City desire to extend the Inspection Period set forth in the Agreement.

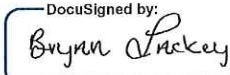
WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Davis and City hereby agree as follows:

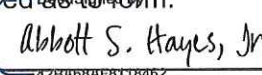
The Inspection Period, as that term is defined in the Agreement, is hereby extended through and including the 14th day of March 2025.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

CITY OF GAINESVILLE

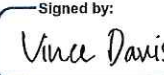
By: 
C36423EA3E4449E
Bryan Lackey, City Manager

Date: 2/2 /2025

Approved as to form:

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Abbott S. Hayes, Jr., City Attorney


76C519FB5A3547A...
Debbie L. Davis

Date: 2/26/2025


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Vincent Davis

Date: 2/26/2025

APPRAISAL REPORT OF:

Gainesville 85 Business Park
Portion of Lot 14
1700 Fulenwider Rd
10.32 acre Unimproved Land

OWNER OF RECORD:

The City of Gainesville

PREPARED FOR:

The City of Gainesville
Office of the City Attorney

PREPARED BY

W. McRae Greene
CG-1548
Greene Real Estate Service, Inc.
Gainesville, Georgia 30501

DATE OF REPORT AND VALUATION

July 8, 2024

GREENE REAL ESTATE SERVICES, INC.

APPRAISERS AND CONSULTANTS

POSTOFFICE BOX 811
GAINESVILLE, GEORGIA 30503

W. McRae Greene, Jr. President

Office 770-532-1245
raeg44@gmail.com

Abbot Hayes, Jr.
City Attorney
City of Gainesville, Georgia

July 8, 2024

RE: 10.32 Acre Unimproved Industrial Land
1700 Fulenwider Rd, Gainesville, Hall County, Georgia

Dear Mr. Hayes:

In regard to your request for an appraisal and analysis of the valuation of an unimproved industrial site located on Fulenwider Rd, may I advise that I have made a personal inspection of the property and analyzed the pertinent data necessary to form an opinion of Fair Market Value

The property is a generally square 10.32 acre tract located on Fulenwider Rd. The present highest and use is for a light industrial lot. This portion of the property is adjoining other properties of the City of Gainesville 85 Business Park Development.

Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.. Based on the appraisal described in the accompanying report, I have made the following value conclusion:

Current Fair Market Value	\$1,083,600
----------------------------------	--------------------

Thank you for the opportunity to be of service in this matter.

Respectfully submitted,



GREENE REAL ESTATE SERVICE, INC.
W. McRae Greene
GA Certified Appraiser - 1548

RESTRICTED USE APPRAISAL

Section 1 - Project Identification

City of Gainesville and Lawson Heating and Air Conditioning, Inc. Land Swap

Section 2 - Parcel Identification

Parcel Owner: City of Gainesville
Parcel A portion of Tax Parcel 15023 0000225

Section 3 - Owner Contact/Ownership Interests

Contact

The property owner is the client in this appraisal.

Inspection

The property was inspected by the appraiser on multiple occasions with the last being July 8, 2024.

Occupancy

The property is an unimproved industrial site and is not utilized.

Rent

N/A

Title History

N/A

Section 4- Reporting Disclosure

This report is intended for the use of the client only. A general data book was not prepared and all the data necessary to properly understand this report is included herein.

Purpose and intended use of the appraisal:

The purpose of this appraisal is to estimate the Fair Market Value of the Fee Simple Interest in the property as an unimproved parcel.

Client and intended use of the appraisal:

This appraisal is being prepared for City of Gainesville. It is understood that this report will be used to determine the Fair Market Value of an unimproved site fronting on Fulenwider Rd.

State and reference a definition of the value to be estimated:

The following definitions are those as stated in The Appraisal of Real Estate, Eleventh Edition, Appraisal Institute, p.23, 137 & 146

Market Value may be defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this information are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) Buyer and seller are typically motivated:
- b) Both parties are well informed or well advised, and each acting in what they consider their best interest:
- c) A reasonable time is allowed for exposure in the market:
- d) Payment is made in terms of cash in United States dollars or in terms of finance arrangements comparable thereto: and
- e) The price represent the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated by anyone with the sale.

Fee Simple Ownership may be defined as:

“absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

Easement may be defined as:

“An easement is usually the right to perform a specific action on a particular parcel of property or a portion thereof, by the grantees who do not hold the underlying fee.”

Exposure time:

Assumed to be adequate, sufficient, and reasonable. Effort for exposure is assumed to be adequate, sufficient and reasonable. Both items are assumed to precede the effective date of value. The time frame is an integral part of the appraisal analysis and is based on one or more of the following:

- a) Statistical information about days on the market
- b) Information gathered through sales verification; and
- c) Interviews of market participants

Appraisal Type

This is an appraisal of unimproved Industrial property with the land only being valued. This appraisal includes an analysis of a proposed land swap.

Scope of Assignment

Extent and process of collecting, confirming and reporting all data which was considered to be pertinent to the valuation of the subject property was gathered. This included, but was not limited to, local and neighborhood economic trends, conformity of land uses, zoning and market sales data. These sales were researched to determine factors that would influence the sales price and their comparability to the subject. These sales were verified through the buyer, seller or other knowledgeable parties, and/or including the public records.

Describe any special limitations

All limiting conditions and assumptions that affect the analysis and conclusions are included in this report.

Section 5 - Local Government Requirements

Zoning

Classification:	PUD – Planned Urban Development
Governmental Jurisdiction:	City of Gainesville
Permitted Uses:	Industrial
Restrictions:	

Section 6 - Property Description

The property is a generally rectangular tract containing 10.32 acres with frontage on Fulenwider Rd at the entrance to the Gainesville 85 Business Park. It has been partially graded and is serviced by all public utilities. A plat of the property and a plan of the business park is included in this report.

LOCATION:

The subject property is located 4 miles southeast of the CBD of Gainesville along the north side of Fulenwider Rd., east of I-985, off of SR 60 and south of SR 129. The subject has good proximity to most local government/administrative offices, and banks, retail and services industries.

ACCESS:

General access to the subject property is good. There are many state highways running through Hall County as well as I-985 (becomes GA 365 at Exit 24). The subject fronts on Fulenwider Rd. which is a two lane road that is directly off Queen City Parkway (U.S. Highway 60 also known as Candler Road) at Exit 20 of I-985, running generally north west to south east.

NEIGHBORHOOD:

Gainesville is a moderate size community (approximately 27 square miles) in central Hall County, with a population of approximately 42,500 residents per the 2020 census. The city and surrounding area have experienced tremendous residential and commercial growth, and moderate industrial growth over the past several years. This is primarily due to the expansive growth of Metropolitan Atlanta, convenient access provided by I-985 and the overall attractiveness of the community.

The subject's general neighborhood encompasses an area bounded by Candler Hwy (SR60) to the south, Athens Hwy (SR129) to the north, I-985 to the west and the Jackson County line to the east. Land uses range light & heavy industrial to some single family residences. However, there appears to be adequate segregation of the various districts.

SITE CHARACTERISTICS:

The subject contains **10.32 acres or 449,540 SF** and is generally square in shape. The site is considered to be average in size and is of adequate size for planned improvements and offers adequate parking and easy access from public streets. It has a gradual overall terrain and is served by all public utilities. The site has been partially cleared and graded.

There were no apparent adverse easements, encroachments or conditions noted at the time of inspection. No adverse environmental conditions noted, known or disclosed in the improvements, on the site, or in the immediate vicinity of the subject property.

STORM WATER RUNOFF: Surface drainage appears adequate with water generally draining southwards along Fulenwider Rd, and the creek to the rear.

FLOOD PLAIN: According to FEMA's Flood Insurance Rate Map (FIRM) for Hall County, Georgia, and Incorporated Areas, Community-Panel Number: 13139C0189G, dated 04/04/2018. The subject property is not located within a 100-year flood hazard area.

SOILS & SUBSURFACE, MINERAL RESOURCES: No subsurface study or investigation by a professional engineer has been made available. Therefore, it is unknown as to the depth below the surface of the ground one must go before encountering bedrock or an impermeable material. Anyone contemplating the construction of additional improvements on the subject parcel is strongly encouraged to obtain the services of a professional soil/subsurface engineer prior to beginning such activity. The results of any mineral tests for the subject property have not been provided to the appraiser. This appraisal assumes that the soils and mineral resources associated with the subject are typical of the area and other comparable sites, and can continue to support the existing and any proposed structures into the future with little or no problems.

HAZARDOUS WASTE: With regard to an environmental investigation of the property the appraiser has not performed a Transactional Environmental Screening (TES) or an Environmental Site Assessment (ESA). The scope of the appraiser's environmental investigation was limited to those conditions readily observable on the site at the time of the inspection. Environmental risks may be either hazardous or not. Such conditions as toxic waste, asbestos and lead-based paint are environmental hazards, whereas such conditions as wetlands and endangered species are not hazards but are environmental risks. Due to the age of the subject improvements the presence of lead base paint and/or asbestos is not probable. There were no obvious sources of environmental hazards observed on the subject property at the time of physical inspection. The appraiser assumes no responsibility for the determination of the absence or presence of such materials on the property. **This appraisal is based on the assumption that there are no environmental problems associated with the subject property currently, and that there will be no environmental problems associated with the subject property in the immediate future.**

EASEMENTS: No easements were reported that would significantly encumber the property as of the effective date of appraisal. A physical inspection of the subject property did not reveal any obvious easements that would negatively affect the property utility or value. Normal utility and drainage easements are assumed.

ENCROACHMENTS: There does not appear to be any encroachments associated with the subject.

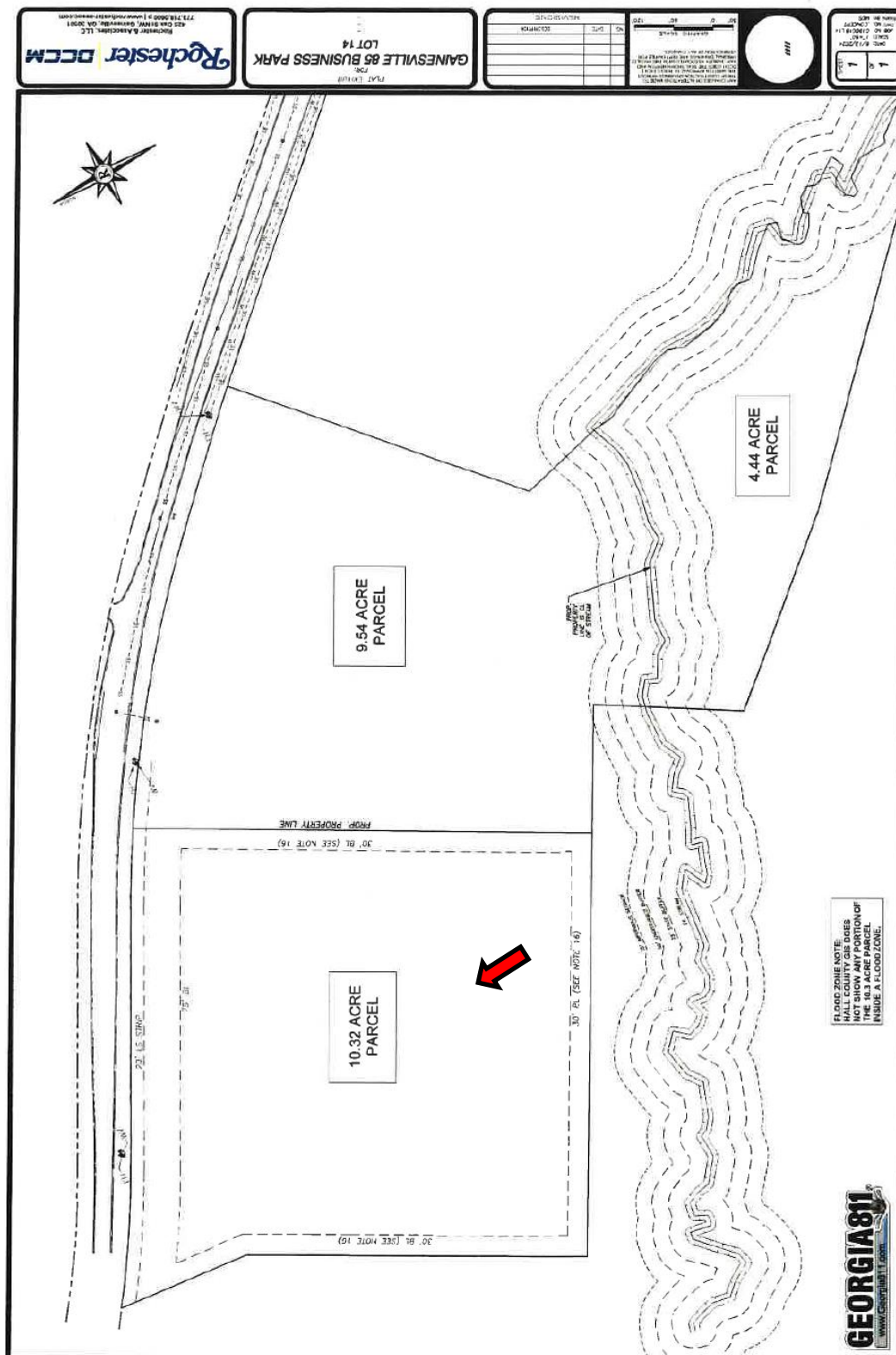
LEASES: the property is currently not leased.

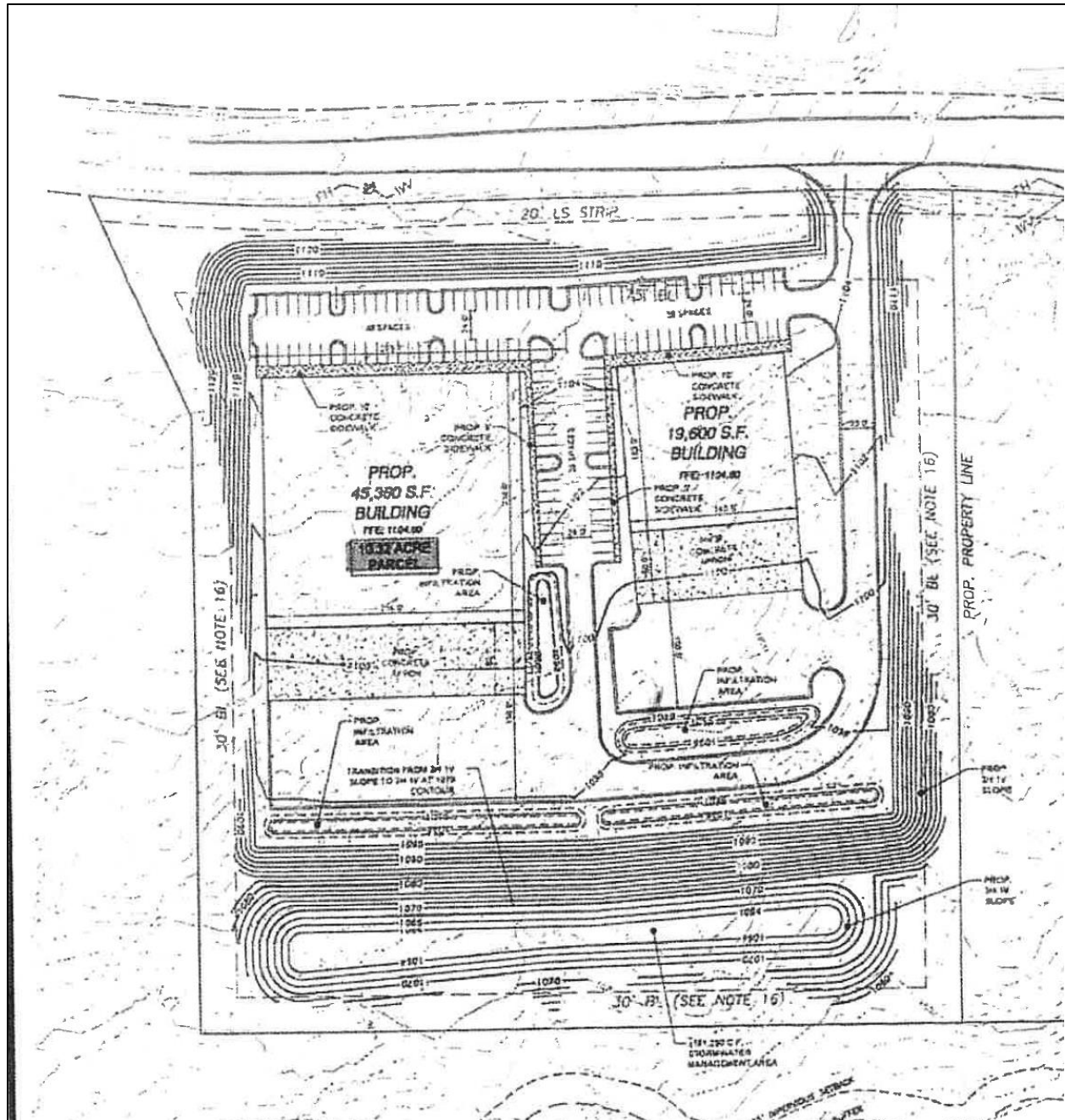
PRIVATE RESTRICTIONS, COVENANTS: There does not appear to be any private deed restrictions associated with the subject property to my knowledge.

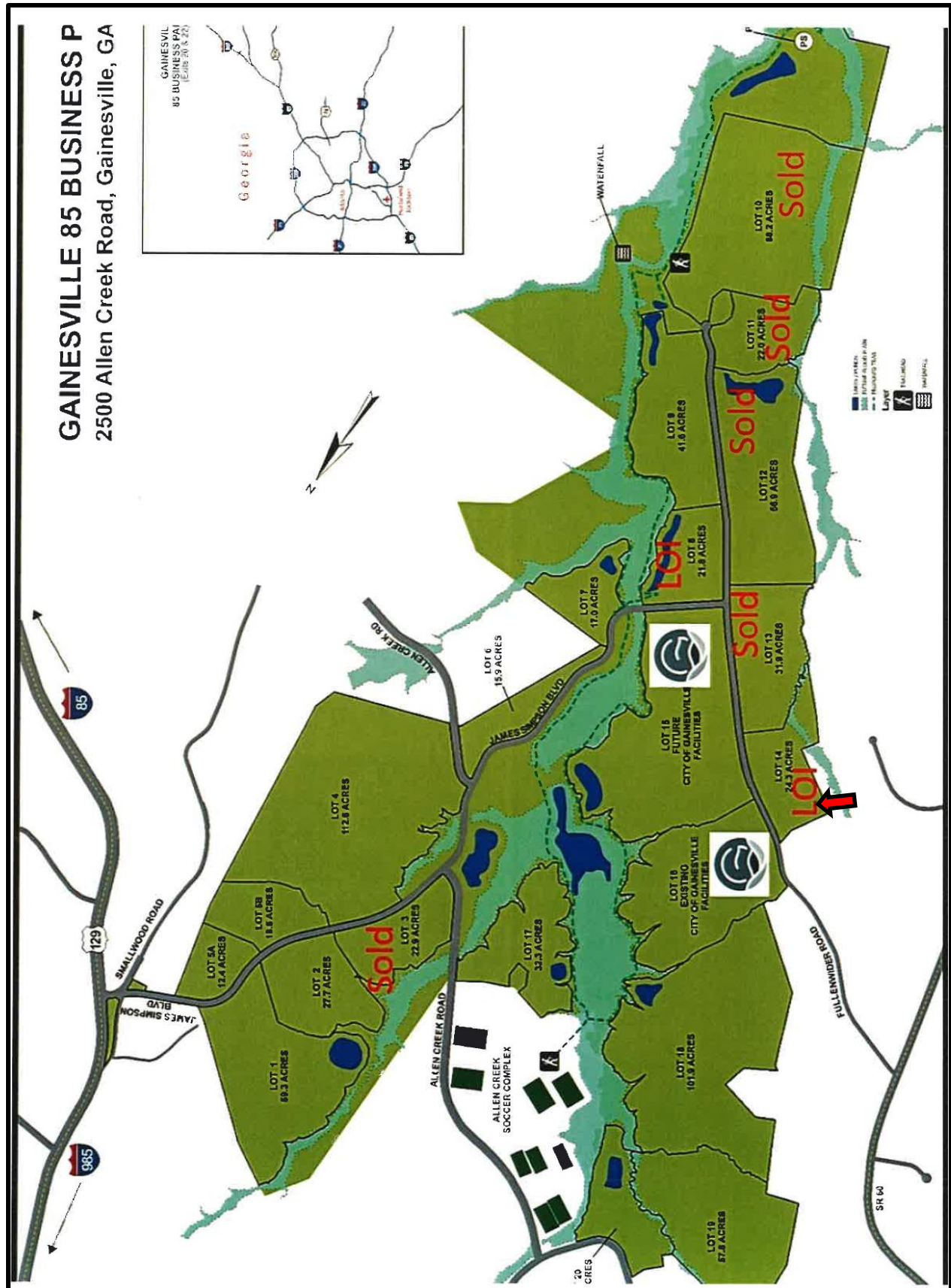
ZONING: The subject is zoned primarily PUD, by the City of Gainesville. A variety of warehouse, industrial, and commercial uses are permitted in this district. The use of the subject property for the intended use appears to be a legal conforming use under this zoning classification.

UTILITIES & OTHER SERVICES: The public utilities immediately available to the subject property include electricity, telephone, water, sewer and natural gas. The city provides police and fire protection, which appear adequate for the neighborhood.

Subject Property



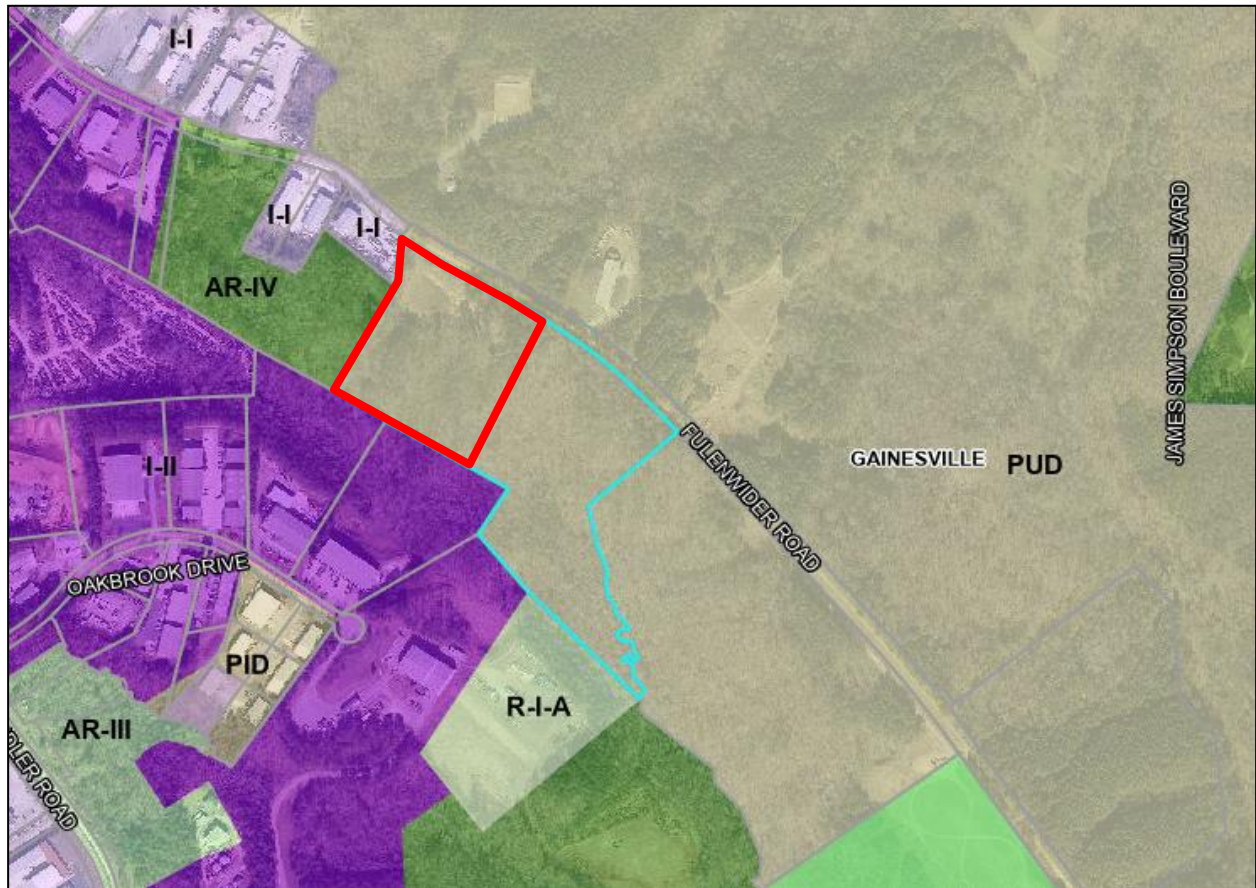




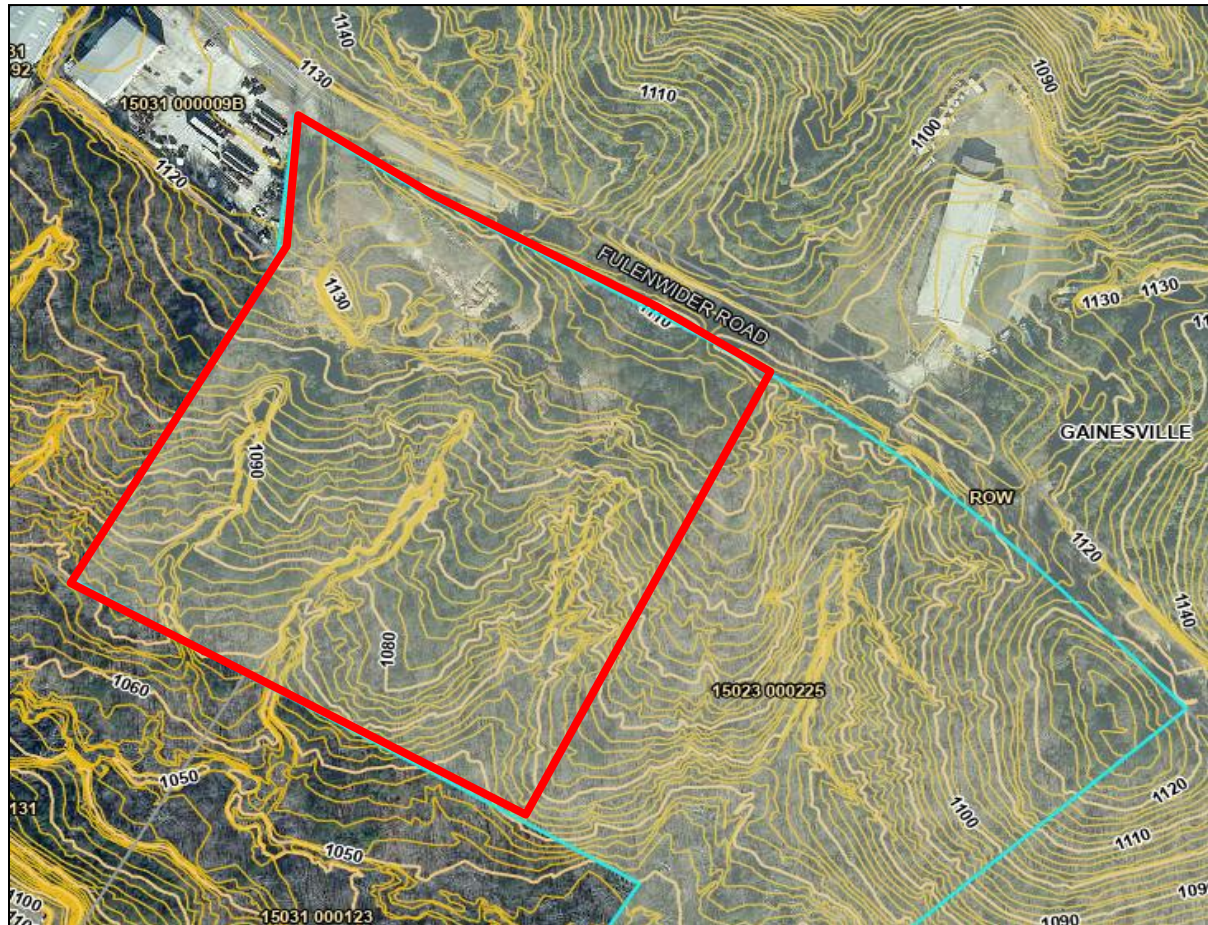
Identification of Project and Area



Aerial View of Total Subject



Zoning



Topography



Rendering is approximate





Section 7 – Highest and Best Use

Four major criteria are considered in a Highest and Best Use analysis. These are the physical attributes of the property; the legal restrictions attached to the property (zoning); the most financially feasible use for the property; and the use that will provide the maximum financial return to the owner

The Highest and Best Use for the subject property “As Is” is for Light Industrial development.

Section 8 - Valuation

APPRAISAL PROCEDURE

In estimating the present fair market value of the subject property all approaches to value were considered. Since the present and surrounding use indicates that the highest and best use for valuation is as unimproved and available for development, the sales comparison approach to value will be utilized to value the land only. This is the approach that compares the subject property to other similar properties that have sold or currently offered for sale. These properties are compared to the subject and are adjusted based on their dissimilar characteristics.

LAND VALUATION

In order to estimate the market value of the subject, consideration is given to all sales in the general market area for the past three years of vacant or under improved tracts. All of the sales are considered generally comparable and relevant to the valuation of the subject property.

The value of the “unimproved land” in the market area in general is based on the actual sales prices paid in the overall market and is estimated (based on arm’s length transactions) to be in the range of \$90,000 to \$110,000 per acre for small business and industrial development.

COMPARABLE SALES SUMMARY

	LOCATION	DATE	SIZE / AC	PRICE	PRICE/AC	ADJ	ADJ PRICE/AC
1	2677 Candler Rd Tax ID: 15025 000045	05/22/19	10.00	\$900,000	\$90,000	None	\$90,000
2	3351 Gateway Center Pkwy Tax ID: 15019 000166	06/17/21	25.59	\$2,185,599	\$85,408	+ Size	\$102,500
3	4180 Chamblee Rd Tax ID: 08067 000123	03/07/22	8.88	\$932,400	\$105,000	None	\$105,000
4	5761 McEver Rd Tax ID: 08091 000004	04/22/22	13.16	\$2,103,360	\$159,830	-Location	\$110,000
5	1900 Fulenwider Rd Tax ID: 15023 000223	11/14/22	56.96	\$5,723,978	\$100,491	+ Size	\$120,000

The above identified sales are of unimproved land and represent a reasonable indication of value for the subject property. Due to the inventory of available light industrial properties, these sales are not adjusted for time. They are each adjusted specifically by size and location with consideration given for all other dissimilarities. These Sales indicate land values as unadjusted from \$85,408 to \$159,000 per acre. They indicate land values “as adjusted” from \$90,000 to \$120,000 per acre. The adjusted average of all sales is \$105,500 per acre and the median value is \$105,000 per acre.

VALUATION SUMMARY

Based on these considerations, it is our opinion that the Fair Market Value of the subject property as of July 8, 2024 is estimated to be \$ 105,000 per acre and the total value is calculated as follows:

$$10.32 \text{ AC @ } \$105,000 / \text{AC} = \$1,083,600$$

ASSUMPTIONS AND LIMITING CONDITIONS

These appraisal reports have been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible management and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The tax plats, right-of-way plans and illustrative material in the reports are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of property, subsoil, or restrictions that render it more or less valuable. Nor is responsibility assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.
10. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. The distribution, if any of the total valuation in the report between land and improvements applies only under the stated program of utilization. The separate allocations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
12. Possession of the report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualification and only in its entirety. Therefore, the liability of the appraiser shall be expressly limited to the person for whom the appraisal was addressed and any reliance there on by any third party shall not be justifiable and therefore at the peril of the third party.
13. The appraiser herein by reason of the appraisal is not required to give further consultation, testimony or be attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of the report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without the prior consent and approval of the appraiser.

15. It is a condition of the appraisal that the subject property, including any proposed improvements, meets all governmental regulations and restrictions, including but not limited to zoning requirements, building and development codes, drainage requirements and all fire safety laws.

16. It is a condition that the property is subject to typical easements such as right-of-way for electric power lines, sewer easements, natural gas lines, as well as telephone lines and water lines.

17. It is a condition of the appraisal that no soil boring test has been made and the stated value would be subject to such a test.

18. It is a condition of the appraisal that any marketing of the subject property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure, and coverage, and unless stated any suggested improvements or repairs completed in order to market the property.

19. The subject is specifically conditioned on present market conditions, any changes may affect the market value stated.

20. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser however **is not qualified** to detect such substances. The value is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge necessary to discover them. The client is urged to retain an expert in this field, if desired.

21. It is specifically noted as a condition of the appraisal that, unless found otherwise, the furnished plans for the project, furnished square foot or metric areas, owner furnished information, as well as county tax record information regarding the subject is believed to be reliable.

CERTIFICATION OF APPRAISER

STATE OF GEORGIA
COUNTY OF: HALL

I Hereby Certify:

That I have personally inspected the property appraised herein and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal. That no one provided significant professional assistance to the appraiser in completion of this report.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true and correct, the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. That my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraiser is currently certified under the continuing education program of the State of Georgia through the date July 31, 2024.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of said State.

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. That I have no personal interest in or bias with respect to the parties involved and that I have no present or prospective interest in the property that is the subject of this report.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That it is my opinion of just compensation for the disposition as of the July 8, 2024 is \$1,083,600 based upon my independent appraisal and the exercise of my professional judgment.



W. McRae Greene
Georgia Certification #1548

QUALIFICATIONS OF W. McRAE GREENE, JR.

Greene Real Estate Services, Inc.
P.O. Box 811
Gainesville, Georgia 30503
770-532-1245 raeg44@gmail.com

EDUCATION

BBA Degree - University of Georgia (1966)
BBA Degree with Major in Real Estate
Continuing Education - Annual courses and seminars in all areas of real estate brokerage, finance and appraisal

AFFILIATIONS

Affiliate member - Appraisal Institute
Member - National Association of Independent Fee Appraisers (Certification IFAS)
Past President - Gainesville Hall County Association of Realtors
Past Director - Georgia Association of Realtors

EXPERIENCE

Georgia Licensed Real Estate Broker (# 085049) Originally Licensed Oct. 1965
Tennessee Certified General Real Estate Appraiser (#5266)
South Carolina Certified Real Estate Appraiser (# 7437)
Georgia Certified Real Estate Appraiser (#1548)
Unlicensed States by reciprocal temporary licensing agreement
Owner and President of Greene Real Estate Services, Inc. (1966 - Present)
Active Real Estate Appraiser (1966 - Present)

RECENT CLIENTS

Clients for appraisal assignments over the past three years include Governmental Agencies, Lending Institutions, Businesses, Estates, Individuals, Certified Public Accountants and Attorneys. Also, testimony relating to real estate value in the Superior Courts of most counties in Northeast Georgia, Federal Court and U.S. Bankruptcy Court.

Internal Revenue Service

For over 30 years appraisals for fee simple interest charitable donations that meet IRS requirements.

Specific recent clients include: (conservation easement clients not disclosed)

Georgia Department of Transportation
Etowah Water and Sewer Authority
Cobb County Water and Sewer Department
Cities of Gainesville, Cornelia, Clayton, Georgia
United States Corps of Engineers

Valuation assignments utilizing before and after analysis of easement interest for public utilities, property acquisitions and sales of surplus properties.

ADDENDUM

COMPARABLE LAND SALES SUMMARY
(COMPLETE DATA AVAILABLE IN OFFICE WORK FILE)



Overview



Legend

- ☐ Parcels
- ☐ Roads
- Cities
 - ☐ BRASELTON
 - ☐ BUFORD
 - ☐ CLERMONT
 - ☐ FLOWERY BRANCH
 - ☐ GAINESVILLE
 - ☐ GILLSVILLE
 - ☐ LULA
 - ☐ OAKWOOD
 - ☐ RESTHAVEN

Parcel ID 15025 000045
 Class Code Industrial
 Taxing District COUNTY
 Acres 10.0

Owner BALDWIN PAVING COMPANY, INC.
 1014 KENMILL DRIVE, N.W.
 MARIETTA, GA 30060
 Physical Address 2677 CANDLER RD
 Assessed Value Value \$1233000

Last 2 Sales			
Date	Price	Reason	Qual
5/22/2019	\$900000	FM	Q
6/13/2002	0	26	U

(Note: Not to be used on legal documents)

Date created: 7/8/2024

Last Data Uploaded: 7/5/2024 11:52:21 PM

Developed by Schneider GEOSPATIAL



Overview



Legend

- ☐ Parcels
- ☐ Roads
- Cities
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANCH
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Parcel ID	15019 000166	Owner	E & M PROPERTIES 2020 LLC	Last 2 Sales			
Class Code	Industrial		3348 GATEWAY CENTRE PKWY.	Date	Price	Reason	Qual
Taxing District	COUNTY		GAINESVILLE, GA 30507	6/17/2021	\$2185599	LM	Q
Acres	25.59	Physical Address	3351 GATEWAY CENTRE PKWY	n/a	0	n/a	n/a
		Assessed Value	Value \$683800				

(Note: Not to be used on legal documents)

Date created: 7/8/2024

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Overview



Legend

- Parcels
- Roads

Parcel ID 08067 000123
 Class Code Industrial
 Taxing District OAKWOOD
 Acres 8.88

Owner RLP III FLOWERY BRANCH II, LLC
 9830 COLONNADE BLVD., SUITE 600
 SAN ANTONIO, TX 78230
 Physical Address 4180 CHAMBLEE RD
 Assessed Value Value \$1353800

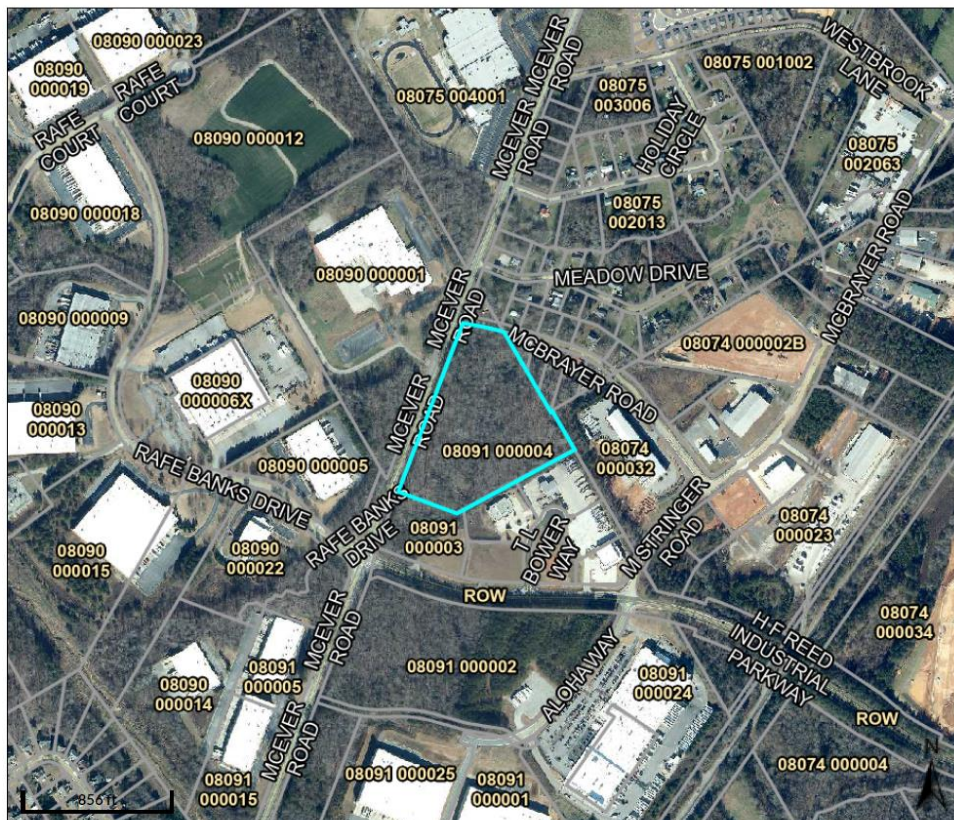
Last 2 Sales		Price	Reason	Qual
Date				
3/7/2022		\$932400	LM	Q
12/31/2014		\$532800	RL	U

(Note: Not to be used on legal documents)

Date created: 7/8/2024

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Overview



Legend

- ☐ Parcels
☐ Roads

Parcel ID	08091 000004	Owner	CIVF VII - GA1W01 LLC	Last 2 Sales				
Class Code	Industrial		ONE BEACON STREET	Date	Price	Reason	Qual	
Taxing District	OAKWOOD		SUITE 2800	6/29/2023	\$23592910	FM	Q	
Acres	13.16		BOSTON, MA 02108	4/22/2022	\$2103360	LM	Q	
		Physical Address	5761 MCEVER RD					
		Assessed Value	Value \$23592910					

(Note: Not to be used on legal documents)

Date created: 7/8/2024

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Overview



Legend

- ☐ Parcels
- ☐ Roads
- Cities
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANCH
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Parcel ID	15023 000223	Owner	LPC GAINESVILLE 85 LP	Last 2 Sales			
Class Code	Industrial		c/o LOGISTICS PROPERTY	Date	Price	Reason	Qual
Taxing District	GAINESVILLE 1		COMPANY	11/14/2022	\$5723978	LM	Q
Acres	56.96		191 N. WACKER DRIVE	8/11/2022	0	19	U
			STE 1700				
			CHICAGO, IL 60606				
		Physical Address	1900 SW FULENWIDER RD				
		Assessed Value	Value \$62458600				

(Note: Not to be used on legal documents)

Date created: 7/8/2024

Last Data Uploaded: 7/5/2024 11:52:21 PM

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Appraisal Report of

Lawson Heat & Air

With Approximately 12,412 Square Feet of Combined Gross Building Area
On an Approximately 1.3 Acre Site

Located At 851 & 865 Dorsey Street, In Land Lot 166 of the 9th Land District
Gainesville, Hall County, Georgia 30501



Prepared For:

The City of Gainesville
c/o Mr. Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
200 E.E. Butler Parkway
Gainesville, GA 30501

Prepared By:

Metro Appraisals
135 Maple Street NW
Gainesville, Georgia 30501

P.O. Box 1422
Moultrie, Georgia 31776

770-534-0384
Metro File No. 2024-247

Valuation Date:

June 18, 2024

Date of Report:

June 26, 2024

June 26, 2024

The City of Gainesville
c/o Mr. Abbott S. Hayes, Jr.
Hulsey Oliver & Mahar, LLP
200 E.E. Butler Parkway
Gainesville, GA 30501

Metro Appraisals

135 Maple Street NW
Gainesville, Georgia 30501

P.O. Box 1422
Moultrie, Georgia 31776

770-534-0384

www.metroappraisals.com

David B. Griffin, MAI, SRA, AI-GRS
Cliff M. Ward, MAI

Re: Appraisal of Lawson Heat & Air, with approximately 12,412 square feet of combined gross building area, situated on an approximately 1.3 acre site, located at 851 & 865 Dorsey Street, in Land Lot 166, 9th District, Gainesville, Hall County, Georgia 30501

Dear Mr. Hayes:

At your request, we visited and analyzed the above referenced property to develop an opinion of market value of the fee simple interest. The effective date of the appraisal is June 18, 2024. The attached report provides essential data and detailed reasoning used to develop the opinions of value. This analysis is presented in an appraisal report format.

Certain definitions, limiting conditions, and certifications set forth in the attached report qualify the value opinion(s).

Current Fee Simple Market Value Opinion

Based on the analysis in this report, it is our opinion the current, “As Is”, fee simple market value for the subject property, based on market conditions as of June 18, 2024, is

\$1,550,000

ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS

Marketability

The subject property has average marketability. The factors that positively influence marketability include:

- Significant renovations to the primary 865 Dorsey Street office building approximately three years ago;
- The subject location provides for good access to the Gainesville CBD as well as to the Exit 20 interchange of I-985;

The factors that negatively influence marketability include:

- Original masonry building improvements were constructed in 1958 and the pre-engineered building built in 1985;



The market value opinion for the subject is based on an estimated exposure period and marketing time for the subject property of 12 months.

Extraordinary Assumptions and Hypothetical Conditions

No Hypothetical Condition or Extraordinary Assumption was employed in developing our opinions of value.

The reader should review the attached Statement of Limiting Conditions. We have prepared the report based on our interpretation of the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Foundation.

The reader should review the attached Statement of Limiting Conditions. We have prepared the report based on our interpretation of the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Foundation.

Employment was not conditional on producing a specific value or a value within a given range. Future employment prospects were not dependent on producing a specified value.

Our fee for the assignment was not based on the development or reporting of a predetermined value or direction that favors the cause of the client.

We appreciate the opportunity to be of service on this property. Please let us know if we can be of further assistance in this or other matters.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles A. McKay".

Charles A. McKay
Associate Appraiser
State Certified General
Georgia No. 964

A handwritten signature in blue ink, appearing to read "David B. Griffin".

David B. Griffin, MAI, SRA, AI-GRS
President
Certified General Appraiser
Georgia No. 294975
Alabama No. G01152
North Carolina No. A7881
South Carolina No. 7159
Tennessee No. 5439



Table of Contents

Table of Contents..... 1

Summary of Salient Data and Conclusions..... 2

Statement of Limiting Conditions 3

Maps & Photographs 7

Chapter 1: Introduction..... 30

Chapter 2: Hall County Overview 33

Chapter 3: Property Description..... 37

Chapter 4: Market Analysis & Highest and Best Use..... 43

Chapter 5: Valuation Process 48

Chapter 6: Conclusions..... 77

Appendix..... 78



Summary of Salient Data and Conclusions

Property Location:	851 & 865 Dorsey Street, Land Lot 166, 9 th Land District, Gainesville, Hall County, Georgia 30501
Property Rights Appraised:	Fee simple interest
Highest and Best Use	
As Vacant:	Commercial/Industrial
As Improved:	Continued office/service use

Land Description

Area:	1.3 acres, approximately
Zoning:	H-I, Heavy Industrial District
Tax Identification Number:	01049 001014D & 01049 001014E

Improvements Description

Property Type or Use:	Office/service			
Gross Building Area:	851 Dorsey Street:	3,000	Sq.Ft.	Warehouse Area
	865 Dorsey Street:	3,752	Sq.Ft.	Main Level Office
		3,740	Sq.Ft.	Lower Level Office
		<u>1,920</u>	Sq.Ft.	Storage Area
		12,412	Sq.Ft.	Total Combined Gross Building Area

Current Market Value Indications

Cost Approach:	N/A
Income Approach:	\$1,540,000
Sales Comparison Approach:	\$1,550,000
Current Market Value Opinion:	\$1,550,000
Marketing Time:	12 Months
Exposure Period:	12 Months
Valuation Date:	June 18, 2024
Date of Site Visit:	June 18, 2024
Date of Report:	June 26, 2024



Statement of Limiting Conditions

This report is subject to the following limiting conditions:

1. The appraisal assumes the subject property is free and clear of existing liens or encumbrances, and under responsible ownership with competent management. The appraisal assumes typical market financing for the subject property, and considers any favorable mortgage positions in the analysis.
2. We did not search validity of title nor assume responsibility for corrections that a survey of the property may reveal.
3. Information contained within the report is not a guarantee.
4. For matters legal in nature, the client should seek the services of an attorney-at-law. We assume no responsibility for legal matters.
5. Sketches are accurate only for purposes of approximation.
6. We request no reproduction of the report without prior written consent.
7. The conclusions expressed in this report assume competent management and marketing of the subject property.
8. The contents of this appraisal are for limited private use only. If this report becomes the property of any party, other than the client or intended users, permission must be obtained from the client for reproduction or additional copies. Further services relating to the subject property, such as consultation, reappraisal, or review, could have additional fees.
9. Information regarding the location or existence of public utilities came from GIS data, verbal inquiries to the proper utility, or from visual evidence during the property visit. If questions regarding public utilities exist, the client should only rely on the services of a professional engineer for the exact location or utility capabilities.
10. Disclosure of the contents of this appraisal report is governed by the by-laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of the report, especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation, shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the signing appraisers.
11. Market value conclusions in this report are opinions. There are no guarantees, either written or implied; the subject property would sell for expressed opinions of value.



12. There is no obligation to either give court testimony or appear in any court because of having completed this assignment, unless previously arranged.
13. Property history information came from conversations with individuals having knowledge about the chain-of-title, and if available, various documents such as contracts, deeds, leases, and closing statements. The appraisal does not include a title search, nor is the accuracy of the property history guaranteed. Anyone considering an interest in the subject property should rely solely on a title search and opinion prepared by a qualified attorney-at-law.
14. The Appraisal Institute and their authorized representatives have rights to review and use this report in a professional capacity.
15. **ACCEPTANCE AND OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THESE LIMITING CONDITIONS. APPRAISAL LIABILITY EXTENDS ONLY TO THE STATED CLIENT, NOT SUBSEQUENT PARTIES OR USERS, AND IS LIMITED TO THE FEE RECEIVED BY THE APPRAISER.**
16. The appraisal assumes no hidden or unapparent conditions of the property, sub-soil, or structures would make it more or less valuable. We do not assume responsibility for adverse conditions that require a professional engineer. Unless otherwise stated in the report, there are no known hazardous materials on the property. The presence of substances such as asbestos, urea-formaldehyde, asbestos insulation, radon gas, or other potentially hazardous materials may affect the value of the property. The value opinions assume, unless otherwise stated, that no such material exists and would cause a loss in value. The client should seek the services of a professional with expertise in this field if there are questions regarding hazardous materials.
17. This appraisal is an opinion of value and not a guarantee. No guarantee is warranted or intended.
18. Any improved property description herein uses information provided to and identified by the appraiser as well as visual inspection. We make no warranty for construction materials, manufacturers of construction materials, construction quality, utility systems, nor any items related to the physical/legal property. Any user of this report who has any concern about the physical/legal property should use a property inspection company for a detailed/warranted analysis or an attorney for all legal matters.



Certificate of Appraisal

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. In addition, this report adheres to the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniformed Standards of Professional Appraisal Practice
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I visited the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. I have previously appraised the property that is the subject of this report in August 2022. I have performed no other services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

CHARLES A. MCKAY



Certificate of Appraisal

I certify that, to the best of my knowledge and belief:

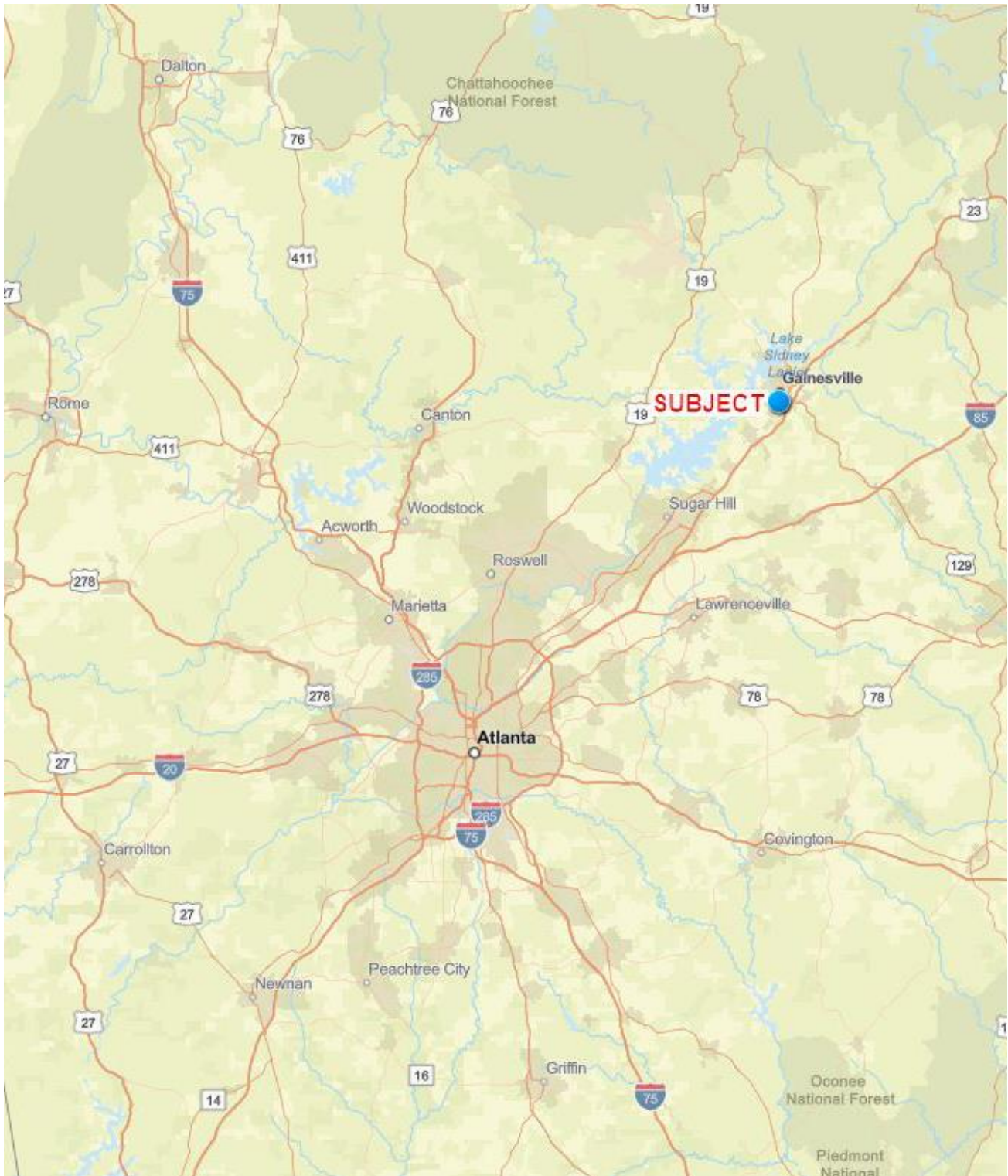
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. In addition, this report adheres to the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniformed Standards of Professional Appraisal Practice
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. I visited the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this report.
11. I have previously appraised the property that is the subject of this report in August 2022. I have performed no other services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
12. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

DAVID B. GRIFFIN, MAI, SRA, AI-GRS



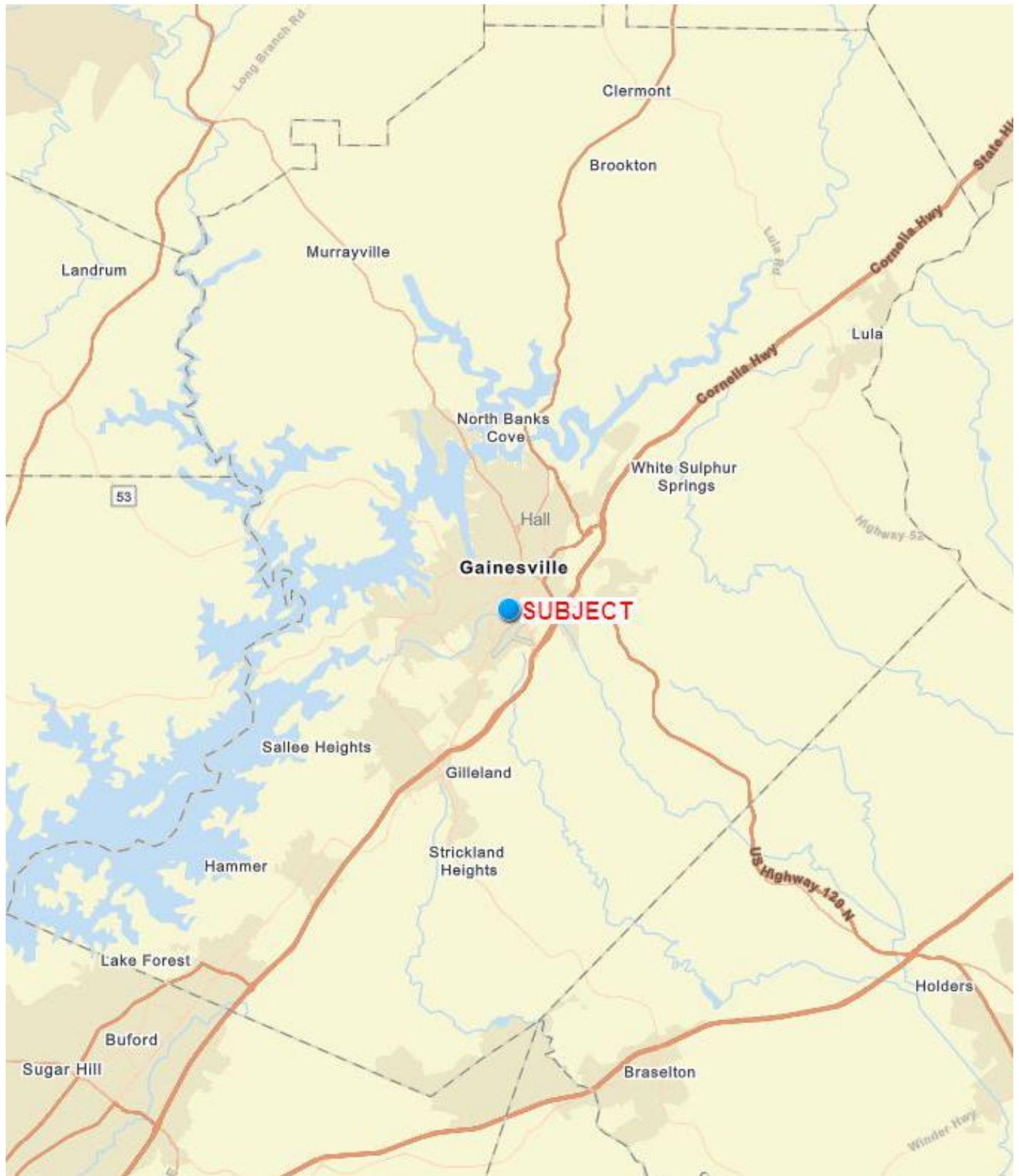
Maps & Photographs

Map 1-1: General Area Map





Map 1-2: Neighborhood



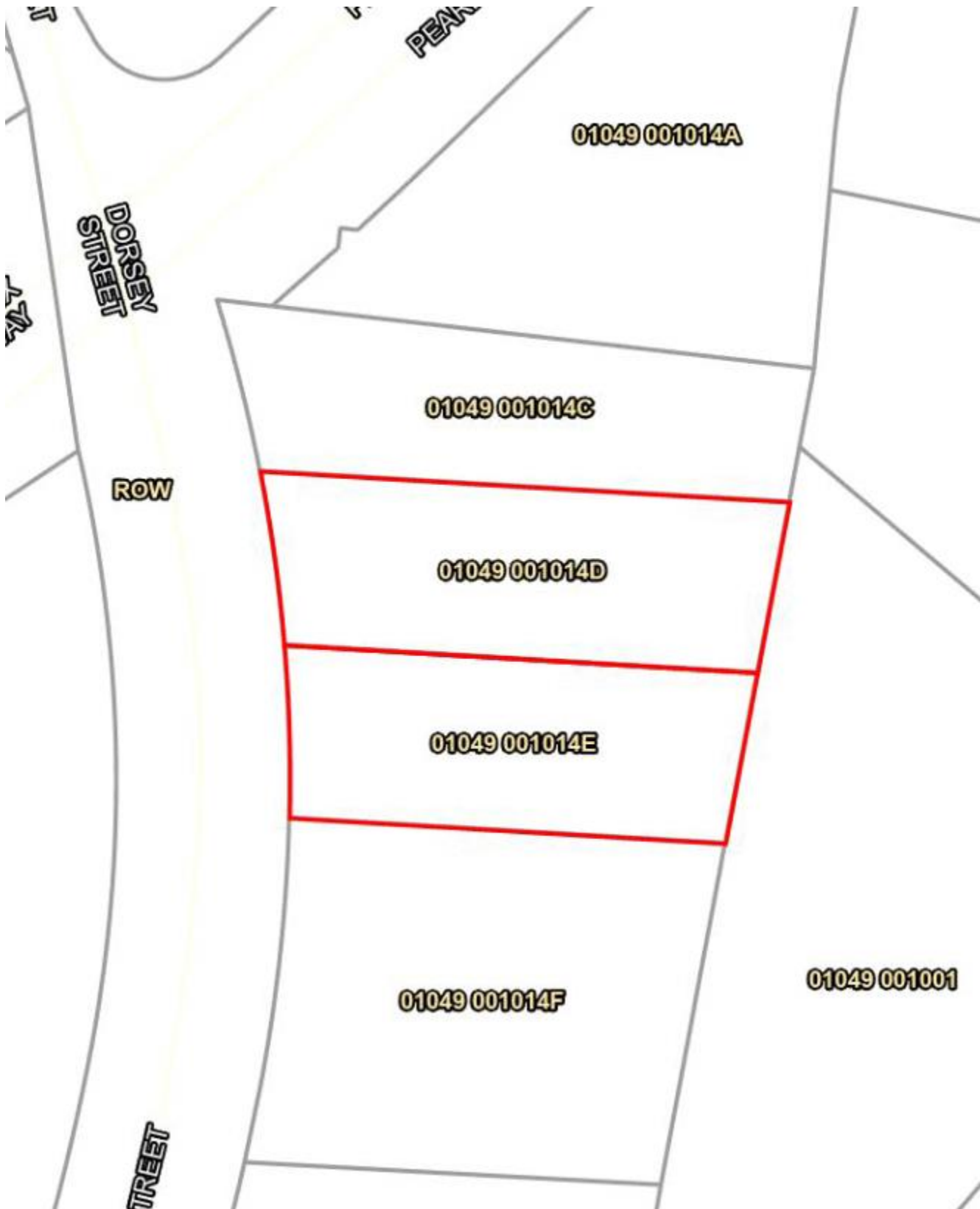


Map 1-3: Immediate Vicinity





Map 1-4: Tax Plat



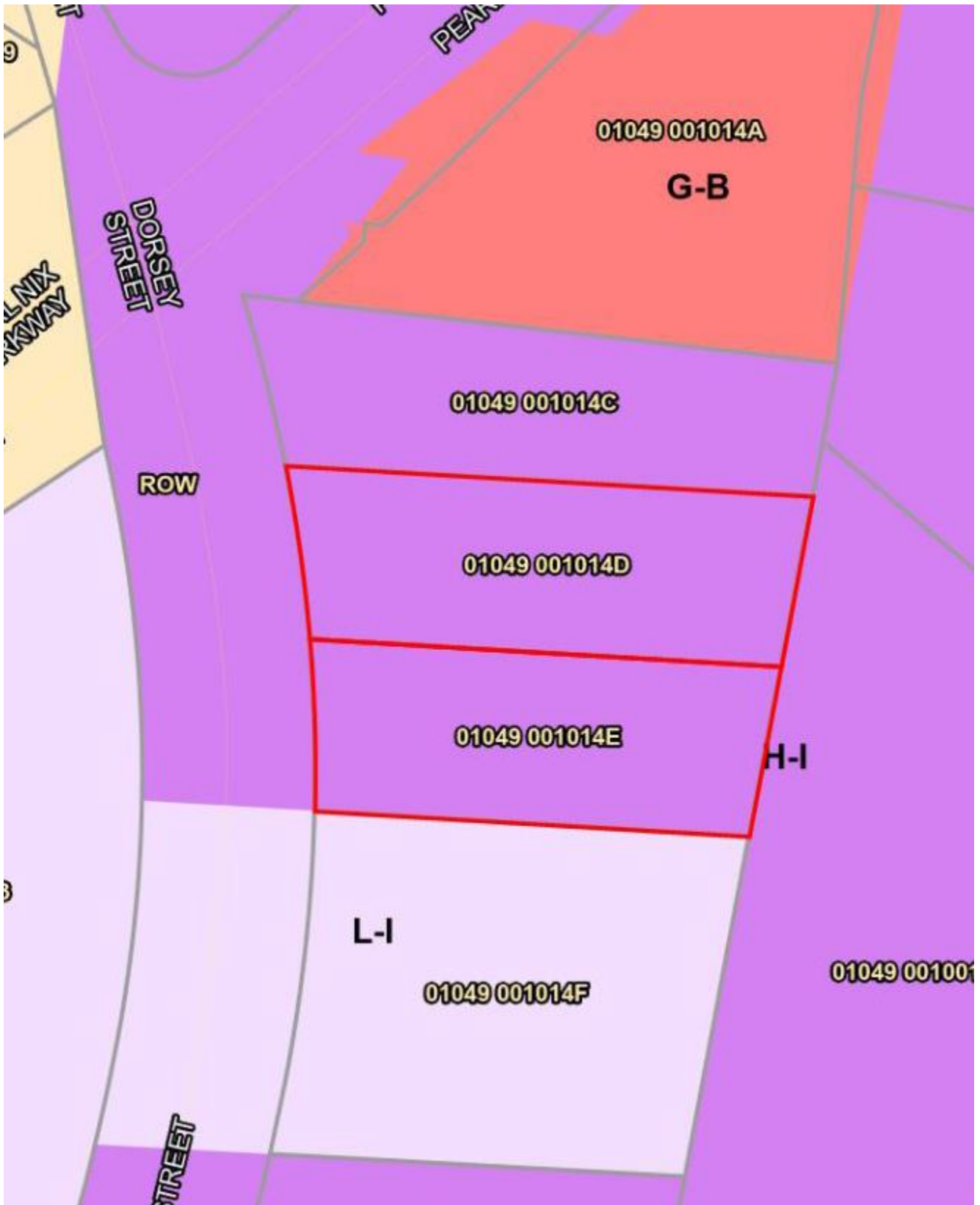


Map 1-5: Aerial Tax Map





Map 1-6: Zoning Map





Map 1-7: Flood Plain Map





Overview of Subject Property, From Across Dorsey Street



Overview of Subject Property, From Across Dorsey Street





Front/Side View of 865 Dorsey Street, Primary Building



Front/Side View of 865 Dorsey Street, Primary Building





Side/Rear View of 865 Dorsey Street, Primary Building



Side/Rear View of 865 Dorsey Street, Primary Building





Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level





Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level





Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level





Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Main Floor Level

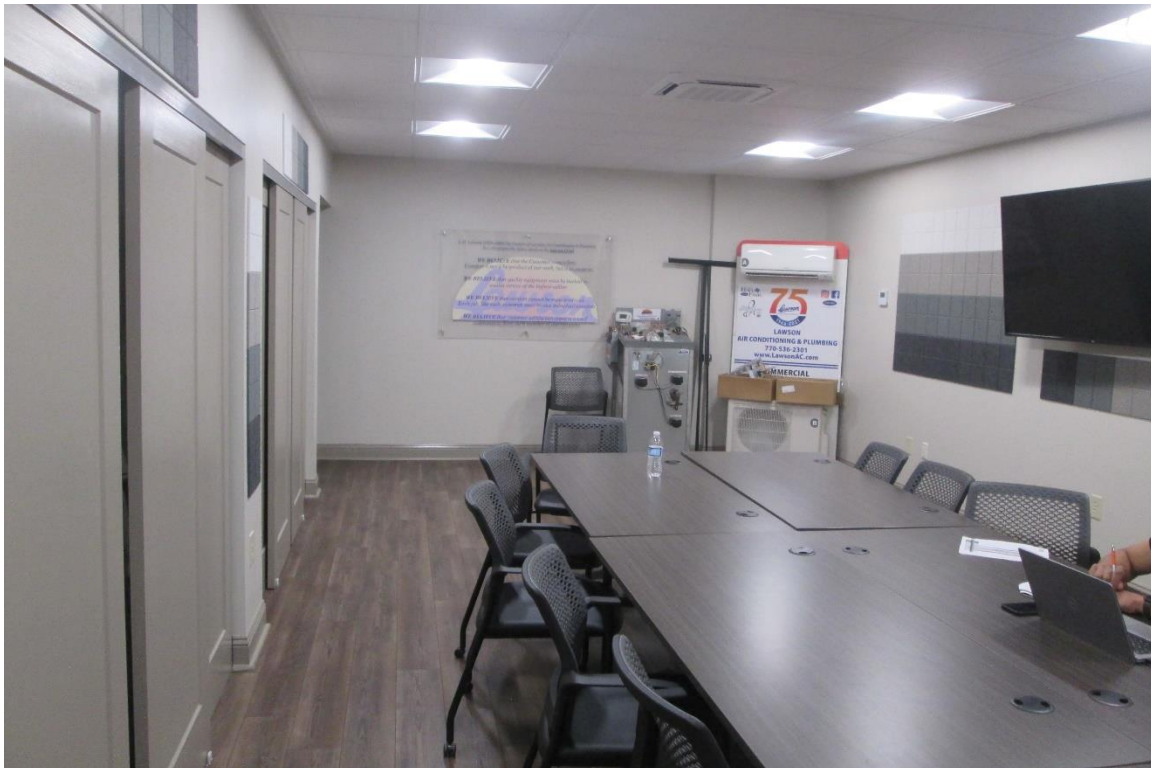




Typical Interior View of 865 Dorsey St., Primary Building – Lower Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Lower Floor Level

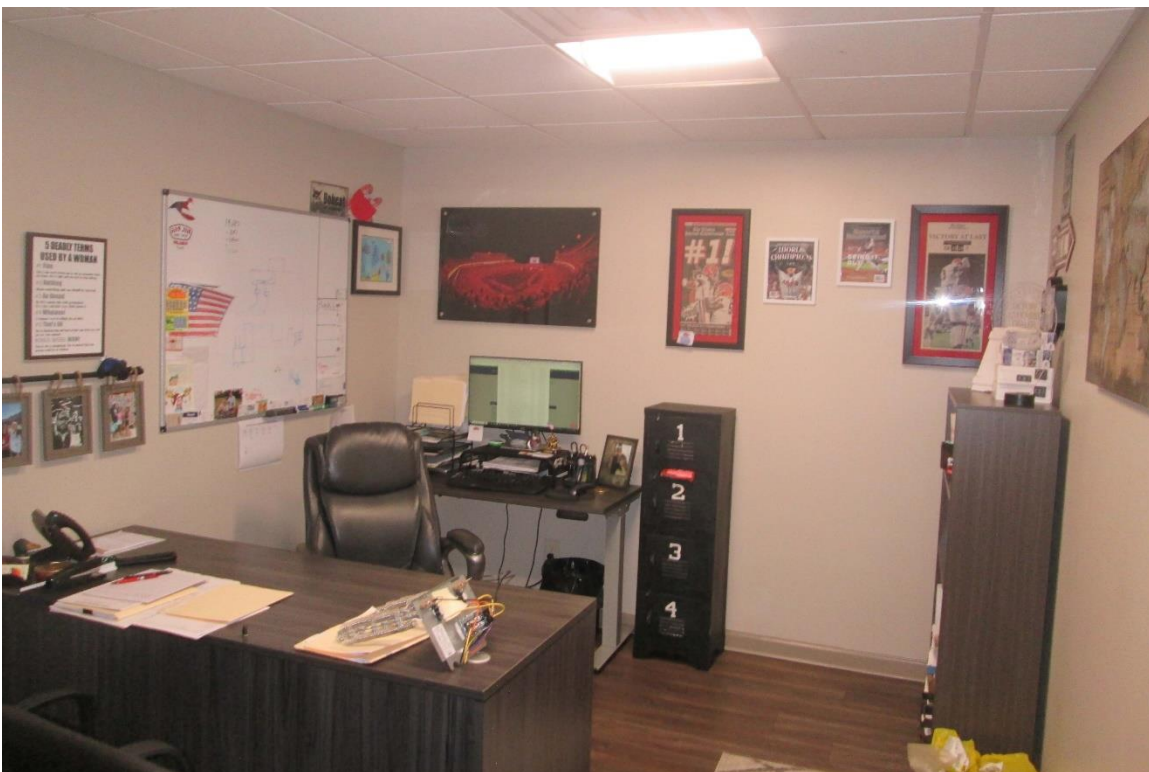




Typical Interior View of 865 Dorsey St., Primary Building – Lower Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Lower Floor Level

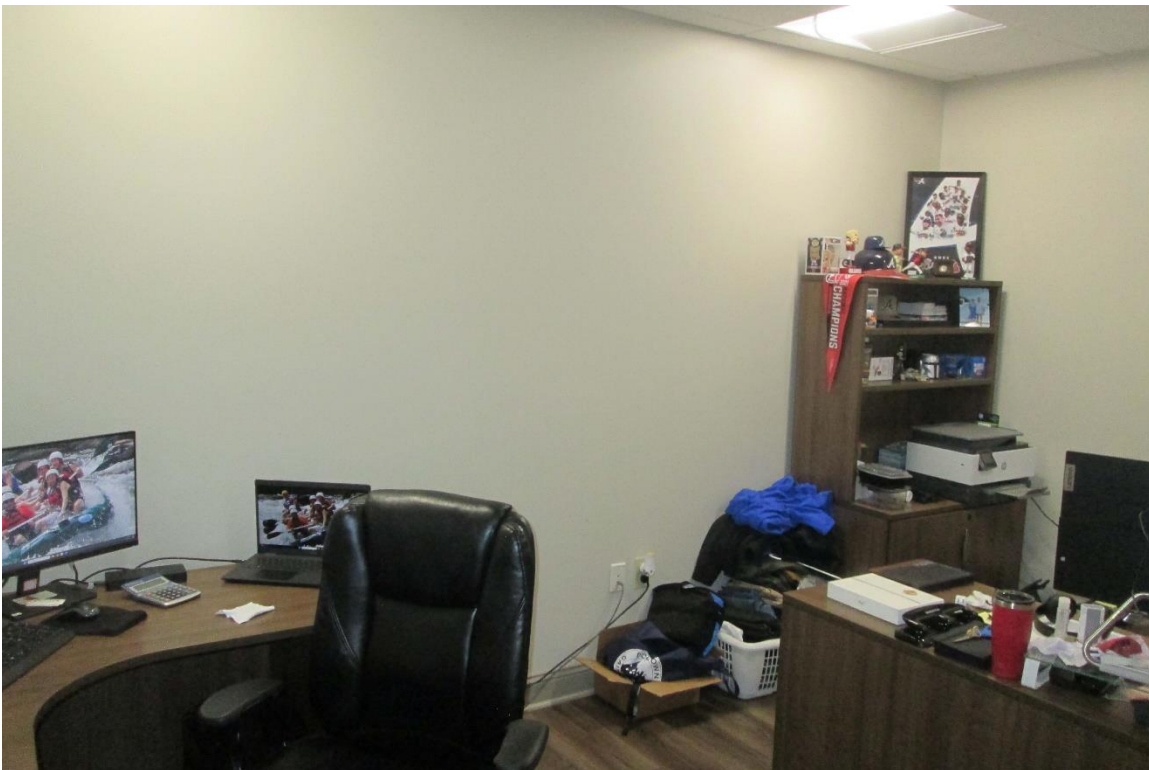




Typical Interior View of 865 Dorsey St., Primary Building – Lower Floor Level



Typical Interior View of 865 Dorsey St., Primary Building – Lower Floor Level





Front/Side View of 865 Dorsey Street, Rear Storage Building



Front/Side View of 865 Dorsey Street, Rear Storage Building





Typical Interior View of 865 Dorsey Street, Rear Storage Building



Typical Interior View of 865 Dorsey Street, Rear Storage Building





Front/Side View of 851 Dorsey Street Building



Side/Rear View of 851 Dorsey Street Building





Typical Interior View of 851 Dorsey Street Building



Typical Interior View of 851 Dorsey Street Building





Typical Interior View of 851 Dorsey Street Building



Typical Interior View of 851 Dorsey Street Building





Street Scene – Dorsey Street, Facing North Toward Pearl Nix Pkwy. Ext.



Street Scene – Dorsey Street, Facing South





Chapter 1: Introduction

Property Identification	The subject of this appraisal is an approximately 1.3 acre site improved with a total of approximately 12,412 square feet of combined gross building area located at 851 & 865 Dorsey Street, in Gainesville, Hall County, Georgia.
Purpose and Intended Use	The purpose of this appraisal is to develop an opinion of the current “As Is” market value for the fee simple interest in the subject property. The intended use of this appraisal is for decision purposes by the client pertaining to possible acquisition of the subject property by the City of Gainesville.
Property Interest Appraised	The subject improvements are owned occupied. Therefore, the property interest appraised, within the scope of this analysis, is the fee simple interest. Title to the subject property is assumed to be good and marketable. Fee simple ownership is assumed to be transferable free from all encumbrances, except those specified in public records.
Effective Appraisal Date	The effective appraisal date is June 18, 2024, the date of the most recent visit to the property.
Client and Intended User	The client for this appraisal is the City of Gainesville, c/o Mr. Abbott S. Hayes, Jr., Hulsey, Oliver & Mahar, LLP, 200 E.E. Butler Pkwy., Gainesville, Georgia 30501.
Format and Contents	This appraisal report conforms to the standards of the Uniform Standards of Professional Appraisal Practice (“USPAP”), adopted by the Appraisal Foundation.
Definition of Market Value	Market value, for purposes of this report, is “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby” • Buyer and seller are typically motivated; • Both parties are well informed or well advised and each acting in what they consider their own best interest; • A reasonable time is allowed for exposure in the open market; • Payment is made in terms of cash in US dollars or in terms of financial arrangements comparable thereto; and • The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency, 12CFR, part 34.



Scope of Work

The valuation of property interest in real estate is a process of data collection, analysis, and conclusions by a nonbiased third party. Scope of work is the type and extent of research used in an assignment (USPAP, 2024 ed.). The scope of this appraisal included a physical visit to the property and photographs taken on June 18, 2024.

Extent to which the property is identified: We have relied upon the Hall County Tax Assessors records and Deed Records for the identification of the subject site. The size of the subject improvements is based on our field measurements of the building, as well as information from the Hall County Tax Assessors records. We did not perform a title search or survey of the subject property.

Extent to which the property is inspected: In preparing this appraisal, we visited the subject property, walked the land area for the property and the viewed the interior of the improvements. The subject property is improved with approximately 12,412 square feet of combined gross building area.

We visited the subject property in order to develop impressions of physical characteristics based on visual observations of apparent, not unapparent conditions. We are not engineers and are not qualified to assess structural integrity or the adequacy and condition of the mechanical, electrical, or plumbing components. This appraisal is not a property condition report, and should not be relied upon to disclose any conditions present in the property, and it does not guarantee the property to be free of defects. We are not licensed inspectors, and we did not make an “inspection” of the property.

We are not qualified to detect or identify hazardous substances, which may, or may not, be present on, in, or near the subject property. The presence of hazardous materials may negatively affect market value. We have no reason to suspect the presence of hazardous substances, and we valued the subject **assuming that none are present**. No responsibility is assumed for any such conditions or for any expertise or engineering required to detect or discover them. We urge the user of this report to obtain the services of specialists for the purpose of conducting inspections, engineering studies, or environmental audits. While we refer to FEMA flood maps, we are not surveyors and not qualified to make flood plain determinations, and we recommend that a qualified party be consulted before any investment decision is made.

The type and extent of data researched: We conducted a search for sales and listings of similar commercial sites in the immediate area. Sales and listings of similar improved properties were also researched. Our data sources include, MLS, LoopNet and Costar Comps data services. Our search for data concentrated on the immediate market area. We supplemented these sources with information from knowledge brokers, particularly those with listings in the immediate area. In our opinion, none of these data source provides absolute coverage of all transactions. It is possible that there are sales of which we are unaware. Our data sources provide all the data typically available to appraisers in the normal course of business.



The type and extent of analysis applied: The original portion of the subject improvements are approximately 66 years in age, originally constructed in 1958. Therefore, the Cost Approach was not employed in analyzing the depreciated value for the improved subject property due to the subjective nature of estimating accrued depreciation to the buildings. The Sales Comparison Approach and the Income Approach have been employed to develop a market value indication for the improved subject property.

General: It has been our intention to prepare this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. Engineering studies, ADA determinations, surveys, title reports, flood plain determinations, and environmental audits are beyond the scope of work of this appraisal.

Competency

Both appraisers have the competency to develop and report the market value opinions contained within this report. Mr. David B. Griffin, MAI, SRA, AI-GRS, is a State Certified General appraiser with 19 years of commercial appraisal experience in the metropolitan Atlanta, north Georgia, and surrounding market areas. Mr. Charles A. McKay is a State Certified General appraiser with 40 years of commercial appraisal experience in the metropolitan Atlanta, north Georgia, and surrounding market areas. The knowledge of the specific subject market area and the property type was sufficient for both appraisers to complete the previously described scope of work.

Extraordinary Assumptions

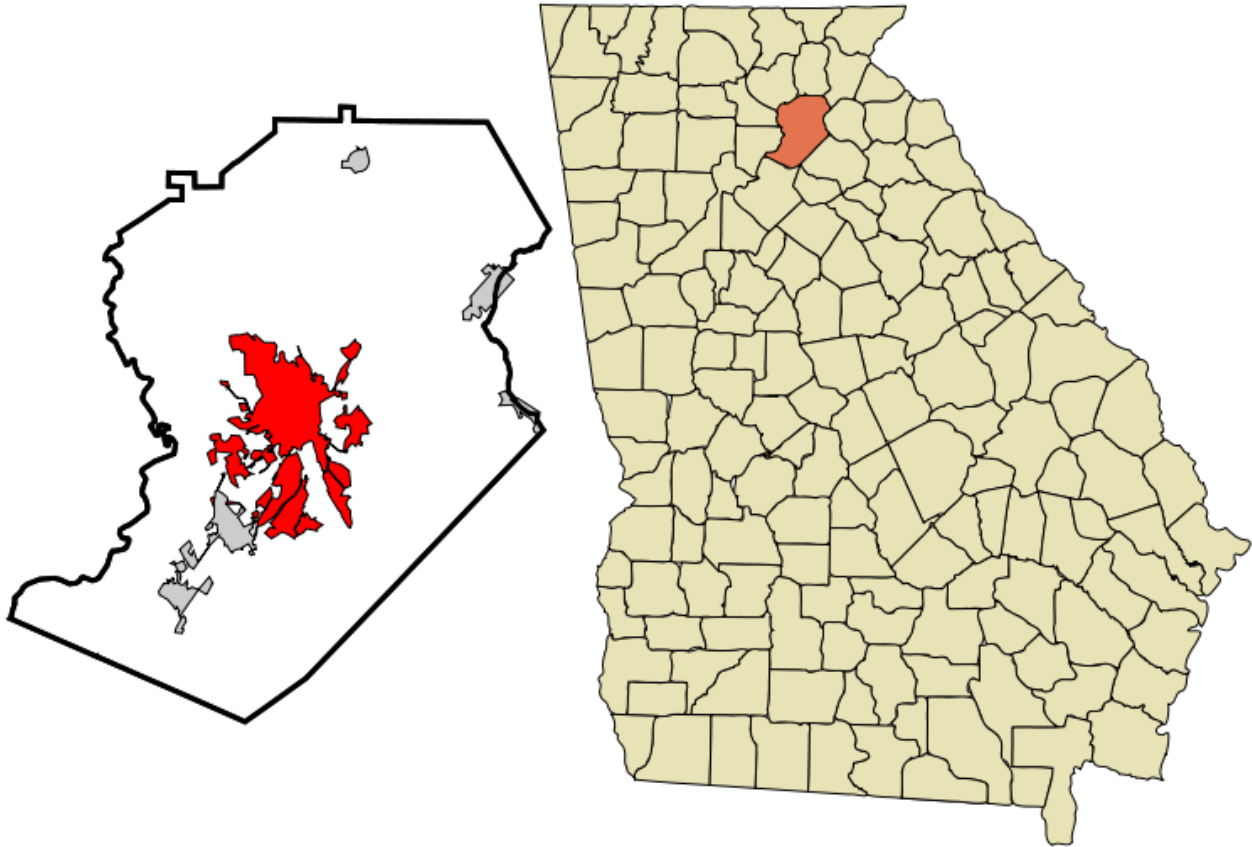
This appraisal does not use extraordinary assumptions.

Hypothetical Conditions

This appraisal does not use hypothetical conditions.



Chapter 2: Hall County Overview



On the following pages are demographic and economic data profiles for Hall County obtained from STDBOnline and the US Census Bureau.



Demographic and Economic Data

Summary	Census 2010	Census 2020	2022	2027
Population	179,678	203,136	208,743	217,118
Households	60,689	71,022	73,339	76,860
Families	45,273	-	53,412	55,826
Average Household Size	2.91	2.82	2.81	2.79
Owner Occupied Housing Units	42,077	-	55,257	57,821
Renter Occupied Housing Units	18,612	-	18,082	19,039
Median Age	34.5	-	36.6	37.5
Trends: 2022-2027 Annual Rate	Area	State	National	
Population	0.79%	0.51%	0.25%	
Households	0.94%	0.56%	0.31%	
Families	0.89%	0.51%	0.28%	
Owner HHs	0.91%	0.77%	0.53%	
Median Household Income	3.87%	3.59%	3.12%	
Households by Income	2022		2027	
	Number	Percent	Number	Percent
<\$15,000	3,817	5.2%	2,813	3.7%
\$15,000 - \$24,999	5,055	6.9%	3,734	4.9%
\$25,000 - \$34,999	6,065	8.3%	4,877	6.3%
\$35,000 - \$49,999	8,031	11.0%	6,612	8.6%
\$50,000 - \$74,999	13,926	19.0%	14,060	18.3%
\$75,000 - \$99,999	8,930	12.2%	9,591	12.5%
\$100,000 - \$149,999	14,488	19.8%	17,912	23.3%
\$150,000 - \$199,999	6,244	8.5%	8,805	11.5%
\$200,000+	6,783	9.2%	8,456	11.0%
Median Household Income	\$74,425		\$89,973	
Average Household Income	\$104,895		\$122,605	
Per Capita Income	\$36,874		\$43,423	
Population by Age	Census 2010		2022	
	Number	Percent	Number	Percent
0 - 4	14,122	7.9%	14,441	6.9%
5 - 9	14,573	8.1%	14,851	7.1%
10 - 14	13,538	7.5%	14,711	7.0%
15 - 19	12,914	7.2%	13,749	6.6%
20 - 24	11,738	6.5%	12,656	6.1%
25 - 34	24,141	13.4%	29,350	14.1%
35 - 44	25,660	14.3%	27,118	13.0%
45 - 54	24,183	13.5%	25,534	12.2%
55 - 64	18,800	10.5%	24,492	11.7%
65 - 74	11,571	6.4%	18,883	9.0%
75 - 84	6,245	3.5%	9,738	4.7%
85+	2,193	1.2%	3,220	1.5%



Demographic and Economic Data

	Hall County, ...
Population Summary	
2010 Total Population	179,678
2020 Total Population	203,136
2020 Group Quarters	2,616
2022 Total Population	208,743
2022 Group Quarters	2,616
2027 Total Population	217,118
2022-2027 Annual Rate	0.79%
2022 Total Daytime Population	209,453
Workers	102,148
Residents	107,305
Household Summary	
2010 Households	60,689
2010 Average Household Size	2.91
2020 Total Households	71,022
2020 Average Household Size	2.82
2022 Households	73,339
2022 Average Household Size	2.81
2027 Households	76,860
2027 Average Household Size	2.79
2022-2027 Annual Rate	0.94%
2010 Families	45,273
2010 Average Family Size	3.35
2022 Families	53,412
2022 Average Family Size	3.29
2027 Families	55,826
2027 Average Family Size	3.27
2022-2027 Annual Rate	0.89%
Housing Unit Summary	
2000 Housing Units	51,052
Owner Occupied Housing Units	66.0%
Renter Occupied Housing Units	26.8%
Vacant Housing Units	7.2%
2010 Housing Units	68,819
Owner Occupied Housing Units	61.1%
Renter Occupied Housing Units	27.0%
Vacant Housing Units	11.8%
2020 Housing Units	76,865
Vacant Housing Units	7.6%
2022 Housing Units	79,740
Owner Occupied Housing Units	69.3%
Renter Occupied Housing Units	22.7%
Vacant Housing Units	8.0%
2027 Housing Units	83,847
Owner Occupied Housing Units	69.0%
Renter Occupied Housing Units	22.7%
Vacant Housing Units	8.3%
Median Household Income	
2022	\$74,425
2027	\$89,973
Median Home Value	
2022	\$289,376
2027	\$349,910
Per Capita Income	
2022	\$36,874
2027	\$43,423
Median Age	
2010	34.5
2022	36.6
2027	37.5



Demographic and Economic Data

		Hall County, ...
2022 Households by Income		
Household Income Base		73,339
<\$15,000		5.2%
\$15,000 - \$24,999		6.9%
\$25,000 - \$34,999		8.3%
\$35,000 - \$49,999		11.0%
\$50,000 - \$74,999		19.0%
\$75,000 - \$99,999		12.2%
\$100,000 - \$149,999		19.8%
\$150,000 - \$199,999		8.5%
\$200,000+		9.2%
Average Household Income		\$104,895
2027 Households by Income		
Household Income Base		76,860
<\$15,000		3.7%
\$15,000 - \$24,999		4.9%
\$25,000 - \$34,999		6.3%
\$35,000 - \$49,999		8.6%
\$50,000 - \$74,999		18.3%
\$75,000 - \$99,999		12.5%
\$100,000 - \$149,999		23.3%
\$150,000 - \$199,999		11.5%
\$200,000+		11.0%
Average Household Income		\$122,605
2022 Owner Occupied Housing Units by Value		
Total		55,248
<\$50,000		3.6%
\$50,000 - \$99,999		2.2%
\$100,000 - \$149,999		5.3%
\$150,000 - \$199,999		16.1%
\$200,000 - \$249,999		14.4%
\$250,000 - \$299,999		10.7%
\$300,000 - \$399,999		15.5%
\$400,000 - \$499,999		15.2%
\$500,000 - \$749,999		11.5%
\$750,000 - \$999,999		3.2%
\$1,000,000 - \$1,499,999		1.2%
\$1,500,000 - \$1,999,999		0.2%
\$2,000,000 +		1.0%
Average Home Value		\$362,384
2027 Owner Occupied Housing Units by Value		
Total		57,812
<\$50,000		1.7%
\$50,000 - \$99,999		0.8%
\$100,000 - \$149,999		2.3%
\$150,000 - \$199,999		11.0%
\$200,000 - \$249,999		13.5%
\$250,000 - \$299,999		11.4%
\$300,000 - \$399,999		18.2%
\$400,000 - \$499,999		18.5%
\$500,000 - \$749,999		14.9%
\$750,000 - \$999,999		4.5%
\$1,000,000 - \$1,499,999		1.5%
\$1,500,000 - \$1,999,999		0.2%
\$2,000,000 +		1.2%
Average Home Value		\$415,057



Chapter 3: Property Description

Location

The subject property is located in central Hall County and is in the southern central area of the incorporated City of Gainesville. The subject location is on the eastern side of Dorsey Street. The site address for the subject is 851 and 865 Dorsey Street.

Access and Streets

General access to the subject is good. The subject is located on the eastern side of Dorsey Street, one parcel south of the Pearl Nix Parkway Extension intersection. This location is approximately 1 mile southwest of the Gainesville CBD. Interstate access is considered to be average. Queen City Parkway, Pearl Nix Parkway and Atlanta Highway Road are the principal traffic arteries through the subject neighborhood. Access to major traffic arteries in the area is considered to be good, with the Exit 20 interchange of I-985 within approximately one mile of the subject via Queen City Parkway.

Immediate access to the subject property is good. The subject site has approximately 200 feet of road frontage on Dorsey Street, with access to the property available along essentially the entire frontage.

Neighborhood

The subject's neighborhood is located in the central portion of Hall County and along the southwestern area of the incorporated City of Gainesville. The subject is located within an older industrially oriented area, with the main concentration along Industrial Boulevard. Other light industrial facilities are also found locally along Dorsey Street and Davis Street. Several older poultry processing plants, which have been in operation for many years, are located in the subject's immediate area. The Lee Gilmer Memorial Airport is located to the southwest of the subject. Two more modern industrial developments, Airport Industrial Park and Industrial Park South are located immediately east and south of the airport. Melrose Apartments, an older rent subsidized public housing complex, is located nearby to the southeast of the subject. The properties within the interior of the Queen City Parkway, Jesse Jewell Parkway, Atlanta Highway and Industrial Blvd. area are predominantly older improvements. There are several older scattered industrial properties within this area as well as residential and institutional properties.

Commercial development in the immediate area of the subject includes a former bank facility on the northeastern corner of the Dorsey Street and Pearl Nix Parkway Extension, which was constructed in 2004. Adjoining the subject to the north is an institutional property. A former light industrial property adjoining the subject to the south was acquired by Good News at Noon in February 2023. Other improvements along Dorsey Street in close proximity to the subject are primarily industrial and institutional in nature. A five building self-storage facility on a 0.83 acre site is nearby to the southwest of the subject on Airport Drive. Nearby west of the subject, the 24-unit Swann Villas were constructed in 2015 on a 3.2 acre tract of land. Nearby to the east of the subject, the 34-unit Villas at Midtown were developed in 2018.



Directly across Dorsey Street from the subject, on the northwestern corner of the Pearl Nix Parkway and Dorsey Street intersection, Good News at Noon has constructed a men's and women's homeless shelter on a 2.85 acre site. Kock Foods and Pilgrim's Pride occupy a significant amount of the industrial properties nearby to the southeast of the subject.

Site Size, Shape & Topography

The subject site is approximately 1.3 acres in size within a mostly rectangular shaped property. Overall, the property has approximately 200 feet of road frontage on the eastern side of Dorsey Street, with the site depth ranging from approximately 252 to 206 feet.

The subject site has good, mostly level to gradually sloping topography, with an overall change in elevation of approximately 20 – 25 feet overall.

Soils and Subsurface

The client did not provide a report prepared by a soil and subsurface engineer. Anyone with an ownership interest should obtain the services of a professional soil and subsurface engineer. If a report becomes available that suggests the subject site has adverse subsoil conditions, this appraisal could require modification. There were no obvious problems during the site visit.

Flood Plain

According to FEMA Flood Insurance Map Panel No. 13139C 0187G, effective April 4, 2018, the majority of the subject property is located within a Zone X flood zone. This is a designation for areas of minimal flooding, that are not located within a 100-year flood plain. The eastern most approximately 0.09 acre area of the subject, following along the eastern boundary, is located within a flood zone district according to the Hall County GIS.

Hazardous Waste

This appraisal does not include a Transactional Environmental Screening (TES) or an Environmental Site Assessment (ESA). The environmental investigation included readily observable conditions on the property at the site visit. Conditions such as toxic waste, asbestos, and lead-based paint are environmental hazards, whereas such conditions as wetlands and endangered species are not hazards but are environmental risks. The client should seek the services of a professional engineer for concerns regarding hazardous material.

Easements and Encroachments

A physical inspection of the subject property and review of the survey indicates no significant easements affective the subject, other than typical utility easements which are assumed to be present. A review of the Hall County GIS indicates that the approximately 18' X 58'6" attached covered storage area in the southeastern area of the site may encroach along the southern boundary of the property. No survey or site plan for the subject has been made available which would indicate the exact placement of this attached covered storage.



Zoning

The subject site is located within the incorporated City of Gainesville and is therefore subject to land use controls by the Gainesville/Hall County Planning Department. The subject property is zoned H-I, for a Heavy Industrial District.

The Heavy Industrial (H-I) district is intended for the location of primarily light and heavy manufacturing uses with limited restrictions on off-site impacts such as noxious odors, dust, fumes, gas, noise, and vibration. Some permitted or special uses may be objectionable due to the emission of noise, vibration, smoke, dust, gas, fumes, odors, or radiation and that may create fire or explosion hazards or other objectionable conditions. Special uses in this district include those uses known to create a severe safety hazard or to be major producers of air pollution, thus being subject to state and/or federal environmental controls.

Dimensional requirements in the Heavy Industrial District are summarized as follows:

Minimum Site Size	15,000 square feet
Minimum Road Frontage	40 feet
Front Setback	40 feet
Side Setback	None
Rear Setback	None
Maximum Height	120 feet
Maximum Height (No. stories)	5

Based on the Heavy Industrial zoning regulations, the existing improvements to the property appear to be legal, conforming uses.

Utilities

The subject property has all public utilities available, including public sewer.

Property History

The subject property is currently owned by Debbie L. Davis and Andrew Vince Davis. The most recent transfer involving the subject property occurred on December 1, 1999, when title to the property was transferred from L. D. Lawson and Clovie Lawson to the current owners. The Warranty Deed for this transfer is recorded in Deed Book 3598, Page 154 of the Hall County Deed Records. To our knowledge, no other sales or transfers involving the subject property have occurred since December 1, 1999 and the subject property does not appear to be actively marketed for sale at the present time.

Legal Description

The subject is located in Land Lot 166 of the 9th District of Gainesville, Hall County, Georgia and can be further identified by that system employed by the Hall County Tax Assessor's Office as Tax Parcel No's 01049 001014D and 01049 001014E. A legal description of the subject property has not been provided to the appraisers.

Real Property Taxes

The year 2023 real estate taxes for the subject property were \$6,623.17, based on a combined fair market valuation for tax purposes for the property of \$578,170. The year 2023 Hall County millage rate for the incorporated City of Gainesville was 4.011 mills, applied to a 40% assessment of fair market valuation for tax purposes.



The year 2023 City of Gainesville millage rate was 9.851 mills, applied to a 100% assessment of fair market valuation. Based on the above information, the calculations for the year 2023 taxes for the subject property were as follows:

Tax Calculation

	City of Gainesville	Hall County
01049 001014D	\$187,030	\$187,030
01049 001014E	<u>\$391,140</u>	<u>\$391,140</u>
Total Tax Valuation	\$578,170	\$578,170
Assessment Ratio	x 100%	40%
Assessed Value	\$578,170	\$231,268
Millage Rate	x <u>0.009851</u>	<u>0.004011</u>
Total Taxes	\$5,695.55	\$927.62
Total Tax Expense	\$6,623.17	

The 2023 real estate taxes for the subject property have been paid and there are no outstanding past year taxes owed against the subject property.

For the 2024 taxable year, the fair market valuation for the subject tax parcels are slated to increase to \$636,870. Assuming no significant changes from the 2024 millage rates for Hall County and the City of Gainesville, the real estate taxes for the subject would increase to approximately \$7,600 for 2024.

Description of Improvements

Building Area:	851 Dorsey Street:	3,000 Sq.Ft.	Warehouse Area
	865 Dorsey Street:	3,752 Sq.Ft.	Main Level Office
		3,740 Sq.Ft.	Lower Level Office
		<u>1,920</u> Sq.Ft.	Storage Area
		12,412 Sq.Ft.	Total Combined Gross Building Area

Building Age: Approximately 66 Years. The original building improvements were constructed in 1958 according to the property owner. The 851 Dorsey Street pre-engineered building area was built in 1985.

Effective Age/Remaining Economic Life: The primary 865 Dorsey Street building was significantly renovated approximately three years ago, including a new TPO membrane roof surface. It is in overall good condition. The effective age of the 865 Dorsey Street subject office improvements is estimated at approximately 5 – 10 years. The remaining economic life of the subject improvements is estimated at 30 – 35 years.

Story Height: The 865 Dorsey Street improvements has an eave height of approximately 10 to 12-foot. The 851 Dorsey Street pre-engineered improvements has an eave height of approximately 12-foot.



Footings and Foundation: Concrete block perimeter foundation, for the 865 Dorsey Street primary building. Assumed reinforced footings and foundation for the 851 Dorsey Street building.

Structural Frame: Primary 865 Dorsey Street office building features masonry and wood frame wall construction, with wood frame roof system. Rear 865 Dorsey Street and 851 Dorsey Street building feature pre-engineered metal panel construction with steel frame.

Exterior Finish: Brick veneer and hardi-board façade, with rear vinyl siding on primary 865 Dorsey Street office building area. The rear 865 Dorsey Street storage building area features galvanized metal exterior walls and the 851 Dorsey Street pre-engineered metal panel building features painted metal panel walls.

Roof Cover: New TPO membrane roof surface on primary 865 Dorsey Street office building area. The rear 865 Dorsey Street storage building area features galvanized metal roof surface and the 851 Dorsey Street pre-engineered metal panel building features painted metal panel roof.

HVAC: The primary 865 Dorsey Street office building features full, central heat and air-conditioning throughout. The rear 865 Dorsey Street storage building has no heat or air-conditioning. The 851 Dorsey Street building has 100% HVAC in place, with open, exposed ductwork.

Interior Detail: The subject is currently configured and has a long history of use as a single-tenant facility. The primary 865 Dorsey Street office building is fully finished for office purposes, on two levels. The office areas were significantly renovated approximately one year ago, featuring LVP flooring, painted drywall walls and acoustical file ceilings at approximately 9-foot height.

The rear 865 Dorsey Street storage building is unfinished, with concrete slab flooring and exposed galvanized metal walls and ceiling. The 851 Dorsey Street building has an approximately 12' X 13' shop office area, with the remainder of the building area unfinished.

Plumbing: Assumed copper/PVC supply lines and galvanized waste lines.

Electrical: Three-phase electrical power service. Assumed adequate electrical outlets throughout building.

Lighting: LED lighting.

Fire Sprinklers: None.

Elevator: N/A. There is one (1) interior stairway which provides access between the main level and lower level office areas in the primary 865 Dorsey Street building.



Other Improvements: There are two (2) 8' X 10' overhead doors in the 851 Dorsey Street pre-engineered building.

Remarks: The building has a long history of owner occupancy for use associated with Lawson Heat and Air. There is a total of approximately 7,492 square feet (60.4%) of office build out, which is in good overall condition. Overall, the buildings are in relatively average to good physical condition, with average overall market appeal. The office build-out was renovated approximately one year ago.

Other Features: There is approximately 1,053 square feet (18' X 58'6") of lower level covered storage area attached to the southeastern side of the 865 Dorsey Street building. There is approximately 12,000 square foot of paving on-site, primarily in the southern portion of the property. The northwestern area of the property is improved with gravel, utilized for parking. The rear site area is secured with perimeter chain link fencing, with a gated entrance to the rear site area.

The land to building ratio for the subject is approximately 4.56:1.00, which is typical for light industrial properties in the neighborhood. There appears to be adequate parking on site for the subject.



Chapter 4: Market Analysis & Highest and Best Use

MARKET ANALYSIS

The subject consists of office and warehouse buildings, located within a mixed-use area of Gainesville, which has a long history of use for light industrial purposes. Overall, the appeal of the subject improvements is average and its quality is considered average overall.

The subject market area, consisting primarily of Gainesville-Hall County has a rather active industrial market from which to derive significant meaningful market analysis data.

Gainesville/Hall County Industrial Market Metrics

Collectively, the market data illustrates that there has been a steady increase in the average per square foot sales price for industrial building area in Gainesville/Hall County during the past five – 10 years. The rental rate per square foot for industrial space has also increased gradually over this same time period. The industrial market appears to be stable locally. A summary of the Co-Star analytics for the I-985 Gainesville industrial sub-market is below:

INVENTORY SF 38M +7.8% Prior Period 35.4M	UNDER CONSTRUCTION SF 954K -56.8% Prior Period 2.2M	12 MO NET ABSORPTION SF (85.6K) -104.6% Prior Period 1.9M	VACANCY RATE 10.5% +7.0% Prior Period 3.5%	MARKET ASKING RENT/SF \$8.17 +8.2% Prior Period \$7.70	MARKET SALE PRICE/SF \$92 +7.4% Prior Period \$86	MARKET CAP RATE 7.9% +0.2% Prior Period 7.7%
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Key Metrics

Availability		Inventory	
Vacant SF	4M ↑	Existing Buildings	887 ↑
Sublet SF	510K ↑	Under Construction Avg SF	106K ↓
Availability Rate	11.3% ↑	12 Mo Demolished SF	0 ↓
Available SF Total	4.4M ↑	12 Mo Occupancy % at Delivery	21.9% ↓
Available Asking Rent/SF	\$6.86 ↓	12 Mo Construction Starts SF	1.4M ↓
Occupancy Rate	89.5% ↓	12 Mo Delivered SF	2.7M ↑
Percent Leased Rate	90.9% ↓	12 Mo Avg Delivered SF	138K ↓
Sales Past Year		Demand	
Asking Price Per SF	\$156 ↑	12 Mo Net Absorp % of Inventory	-0.2% ↓
Sale to Asking Price Differential	-2.6% ↑	12 Mo Leased SF	983K ↓
Sales Volume	\$221M ↓	Months on Market	3.8 ↑
Properties Sold	34 ↓	Months to Lease	2.2 ↓
Months to Sale	3.0 ↓	Months Vacant	2.1 ↓
For Sale Listings	23 ↑	24 Mo Lease Renewal Rate	67.4%
Total For Sale SF	2M ↑	Population Growth 5 Yrs	2.7%



Conclusion

Significant development as well as redevelopment is occurring in the area to the east of the subject. This includes new multi-family development as well as renovation of existing, older light industrial properties.

A significant multi-family development has recently been completed on the northwestern area of the Midtown district. The approximately 4.58 acre site for the 214 unit Gainesville Midland Apartment development was purchased in April 2022. Amenities for these units include a rooftop clubroom, business center, coffee bar, fitness center, resort-style pool, pet spa, bike storage, indoor mail and package storage room and dry cleaning lockers.

Another significant property in the neighborhood is the former Georgia Chair property, located nearby to the east of the subject along Industrial Blvd. This former industrial property has been converted for use as an event facility, now known as the Chair Factory with 5.5 acres of site area with over 85,000 square feet of existing improvements.

Nearby to the northeast of the subject property, on the northwestern corner of the High Street and Grove Street intersection, The Norton Agency has developed a 1.12 acre site with the Liberty Midland cottage home development, consisting of 14 Bungalow style cottages. NoFo Brewery has acquired and renovated a former industrial building adjoining the Liberty Midland development, for use as a brewery and plan to lease the remainder of the building area.

HIGHEST AND BEST USE Highest and Best Use as defined in *The Dictionary of Real Estate Appraisal*, Sixth Edition, is the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum profitability.

In cases where a site has existing improvements, the highest and best use may very well be different from the existing use. However, the existing use may continue unless and until land value, in its highest and best use, exceeds the total value of the property as improved.

Also implied within these definitions is that the determination of highest and best use results from the appraiser's judgment and analytical skills, i.e., that the highest and best use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premises upon which value is based. The use of a property must be physically possible, legally permissible, financially feasible, and maximally productive to represent the highest and best use.



HIGHEST AND BEST USE - AS IF VACANT

The discussion of highest and best use under the assumption of a vacant site should analyze what type and size improvements should be constructed in accordance with the above definition and criteria for the selection of comparable sales to be used in the valuation of the site, as well as to determine if the highest and best use as though vacant differs from that as improved, or proposed.

Legally Permissible

As detailed in the Zoning section of this report, the subject site is currently zoned H-I, for a Heavy Industrial District, in the incorporated City of Gainesville. This zoning designation allows for a wide variety of commercial activities and services. Offices and retail uses are permitted within this zoning district. The zoning restrictions on surrounding properties appear to be consistent with the location and nature of the neighborhood. The possibility of rezoning the subject site for other uses also was considered. Any zoning, other than the current Heavy Industrial, would be considered less intensive and, therefore, not a logical alternative. In summary, the only legally permissible uses for the subject site as zoned would be office, warehouse and retail uses.

Physically Possible

The physical characteristics of a site that affect its possible uses include, but are not limited to, location, street frontage, size, shape, street access, availability of utilities, easements, soils and sub-soils and topography.

The subject land consists of an approximately 1.3 acre site within a mostly rectangular shaped property. Overall, the property has approximately 200 feet of road frontage on the eastern side of Dorsey Street and a site depth varying from approximately 252 to 306 feet.

The subject site has good, mostly level to gradually sloping topography, with an overall change in elevation of approximately 20 – 25 feet overall. The eastern approximately 0.09 acre area of the site appears to lie within a flood hazard area. The subject has good access from along the Dorsey Street frontage. The subject property has average to good proximity and access to I-985. General access to the site is considered to be good. All utilities are currently available to the site. Of the uses that are legally permissible, office and warehouse uses would be physically possible on the subject site.

Financially Feasible

The subject site is located within a good commercial, industrial and institutional area. A number of commercial developments are located within the neighborhood and have been successful due to the area's growing residential base. The subject site is zoned for a variety of commercial uses. As discussed in the Regional Data section of this report, population and employment within Hall County is projected to increase, thus creating greater demand for commercial and office facilities. The subject market area has the necessary characteristics and infrastructure to sustain continued growth. The rate of the population growth and increased need for supporting commercial facilities are anticipated to reinforce market demand for the subject site. Therefore, office, warehouse or retail uses are considered to be the only financially feasible uses of the site.



Maximally Productive

Analyzing the financial feasibility for an office, warehouse or retail facility under current market conditions reveals that development of such a property on the subject site should provide an adequate positive cash flow and return to the cost of the investment. An office, warehouse or retail use of the property is the maximally productive use of the subject.

HIGHEST AND BEST USE – AS IMPROVED

The above definition is specifically applied to the highest and best use of land as though vacant. When a site contains improvements, it typically remains in use over its economic life. The highest and best use of property, as improved, pertains to the use that should be made of an improved property when considering the existing improvements. Considered are the alternative uses of the improvements such as to remodel, renovate, convert, no change, or demolition to determine the use that will produce the highest return. This analysis also identifies the criteria for selection of comparables in the appraisal process.

Legally Permissible

The current and historical use of the improvements for light industrial purposes conforms to the property's zoning limitations and requirements, with regard to the office and warehouse use of the improvements. The subject can legally be utilized for office and warehouse purposes.

A wide variety of industrial, as well as commercial and service uses are permitted within the H-I zoning district. Within the scope of this legal analysis, the existing improvements cannot be altered to any use other than office, warehouse or retail uses under the current zoning.

Physically Possible

The improvements consist of an existing approximately 12,412 square foot building, which includes a total of approximately 7,492 square feet of office on two levels. The improvements were originally constructed in approximately 1958, according to the property owner. The improvements are of average quality construction, with brick, concrete block and metal panel exterior. The subject location has good proximity and access to the Gainesville CBD, as well as the Exit 20 interchange of I-985. The primary subject building is a single tenant office/warehouse building.

Considering the subject's approximately 1.3 acre land area, its configuration, the positioning of the improvements on the site, and the zoning restrictions, increasing the size of the improvements significant is not physically possible. In the current site configuration, there is no significant excess or surplus site area present.

There is approximately 12,000 square feet of on-site paving, primarily in the southern area of the property. With the existing approximately 12,412 square feet of combined gross building area, the land to building ratio is indicated for the subject of 4.56:1.00. There appears to be adequate on-site parking and maneuvering area, with no significant excess or surplus site area present.



Financially Feasible

Considering the location and condition of the improvements demolition of the primary improvements would not be prudent. Since the property, as improved, conforms to zoning, represents a reasonable land-to-building ratio and has reasonable building efficiencies, rehabilitation, expansion or modification of the improvements is not necessary or financially prudent. The subject has a long history of use for office and light industrial purposes. Therefore, the continued use of the site “as improved”, for office and light industrial purposes is considered to be the only legally permissible use of the property as improved.

Maximally Productive

No other probable or profitable alternative use for the site is believed to exist that would economically justify significant modification of the improvements. The maximally productive and, therefore, the highest and best use of the property is for use for light industrial purposes.

Conclusions

Highest and Best Use, as if Vacant: An industrial or commercial use of the subject site is considered to be the maximally productive use of the site as vacant.

Highest and Best Use, as Improved: The improvements provide adequate utility and the primary office building is in overall good condition following the significant renovations approximately one year ago. Therefore, the improvements provide a substantial value contribution to the property as a whole. Significant expansion of the improvements is not feasible. The highest and best use of the property, as improved, is continued use for office and light industrial purposes.



Chapter 5: Valuation Process

Application of the Three Approaches

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value (The Appraisal of Real Estate, 14th Edition). The number of steps followed depends on the intended use of the assignment results, the nature of the property, the scope of work believed appropriate for the assignment, and the data available. The ultimate goal is a well-supported value conclusion that reflects the facts that influence the market value of the property appraised. To achieve this goal, an appraiser studies a property from three different viewpoints, which are the approaches to value. Below is a brief description of the approaches to value:

- In the cost approach, an indication of value is the current cost of reproducing or replacing the improvements (including an appropriate entrepreneurial incentive or profit) minus the loss in value from depreciation plus land or site value.
- In the income approach, value is indicated by a property's earning power, based on the capitalization of income.
- In the sales comparison approach, value is indicated by recent sales of comparable properties in the market and other supporting transactional information.

Traditionally, specific appraisal techniques are applied within the three approaches to derive indications of real property value. An appraisal may include one or more approaches to value depending on the approaches necessary to produce credible assignment results, given the intended use.

The three approaches are interrelated. Each requires the gathering and analysis of data that pertains to the property appraised. From the approaches applied, the appraisers derive separate indications of value for the property appraised. To complete the valuation process, the appraisers integrate the information drawn from market research, data analysis, and the application of the approaches to form a value conclusion. The final opinion of value depends on the appraiser's skill, experience, and judgment.

Methodology

In this appraisal report the Sales Comparison Approach and the Income Approach will be utilized. The original area of the subject improvements, constructed in 1958 according to the property owner, are 66 years in age. Therefore, the Cost Approach will not be utilized in analyzing the market value of the property due to the difficulty in accurately estimating depreciation. The Sales Comparison Approach and the Income Approaches will be utilized to develop market value indications for the improved subject property. A reconciliation of the value indications by the two approaches utilized will take into consideration the strengths and weaknesses of each approach.



INCOME APPROACH

Investors typically purchase income-producing real estate. From an investor's point of view, earning power is the critical element affecting property value. One basis investment premise holds that the higher the earnings, the higher the value, provided the amount of risk remains constant. An investor who purchases income-producing real estate is essentially trading present dollars for the expectation of receiving future dollars. The income approach to value consists of methods, techniques, and mathematical procedures that an appraiser uses to analyze a property's capacity to generate benefits (i.e., usually the monetary benefits of income and reversion) and convert these benefits into an indication of present value. In order to convert an income stream into a value indication, the following items must be considered.

Market Rent: This is the rental income a property would likely command in the open market.

Potential Gross Income (PGI): Is the total potential income attributable to the real property at full occupancy before the deduction of operating expenses.

Vacancy and Collection Loss: Is an allowance for reductions in the potential gross income attributable to vacancies, tenant turnover, and nonpayment of rent or other income.

Effective Gross Income: Is the anticipated income from all operation of the real property adjusted for vacancy and collection losses (PGI – Vacancy and Collection = EGI).

Operating Expenses: These are the expenses associated with generating the annual income stream. Expenses are typically included in one of three categories:

- Fixed Expense (taxes, building insurance, etc.)
- Variable Expense (management fees, utilities, maintenance, leasing commission, etc.)
- Replacement Allowance (fund to provide for periodic replacement of building components)

Net Operating Income (NOI or I_o): Is the actual or anticipated net income remaining after all operating expenses are deducted from effective gross income.

Overall Capitalization Rate (R_o): An income rate for a total real property interest that reflects the relationship between a single year's net operating income expectancy and the total price or value; used to convert net operating income into an indication of overall property value. Overall capitalization rates may be derived from comparable sales, effective gross income multipliers and net income ratios, band-of investment techniques (based on mortgage and equity components), debt coverage ratios, and yield capitalization techniques.

After the above items have been analyzed, a value indication for the property can be concluded via direct capitalization, or by dividing the net operating income (I_o) by the overall capitalization rate (R_o):

$$\text{net operating income } (I_o) / \text{overall capitalization rate } (R_o) = \text{value } (V_o)$$



Definition of Market Rent The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

Potential Gross Income The basis for all income calculations is the size of the leased area. The subject property is improved with three buildings, which are utilized for office and light industrial purposes, with approximately 12,412 square feet of combined gross building area.

The subject property is currently essentially owner occupied, with a long history of use associated with Lawson Heat and Air..

Comparable Research To analyze market rent for the subject property, we conducted a rental survey of competing properties in the subject market area and the regional market. For purposes of this analysis, we have postulated a “triple net” basis for developing an opinion of the market rent for the subject property. Under the terms of this type lease, the tenant is responsible for real estate taxes, property insurance and maintenance. Expense items which the landlord will incur include management fees, reserves for replacement of long-lived items and accounting fees. All comparable rental properties are adjusted to reflect differing lease terms, if applicable.

A summary of the rent comparables considered are in Table 5-1 and a profile of each rental comparable is at the end of this section. A brief narrative of the pertinent leases follows the table.

Table 5-1: Rentals Summary Table

No.	Location	Typical Tenant Size (SF)	Rent/SF	Lease Terms
1.	675 Grove Street, Gainesville, Hall Co., GA	9,800	\$6.73	Modified Gross
2.	2124 Hilton Drive, Gainesville, Hall Co., GA	6,500	\$7.50	Modified Gross
3.	1636 Fullenwider Road, Gainesville, Hall Co., GA	9,600	\$7.50	Triple Net
4.	1002 Chestnut Street, Gainesville, Hall Co., GA	18,100	\$8.00	Modified Gross
5.	808 Bradford Street, Gainesville, Hall Co., GA	14,848	\$8.75	Triple Net

Comparable Rentals Discussion We researched the market for comparable rentals. The comparable rentals above range from \$6.73 to \$8.75 per square foot. Discussion and analysis of the comparables is as follows:



Rental No. 1 is a light industrial building located at 675 Grove Street. This building is located within the Midtown area of Gainesville. This light industrial space is one-story, featuring masonry construction. The building was originally built in 1940, with all warehouse buildout. It has two dock high overhead doors and four grade level overhead doors. Building has 16-foot eave height. Other features include 3-phase power. The space was leased in July 2023 at \$6.73 per square foot for a duration of one year. It was marketed with an asking rate of \$7.95 per square foot.

Rental No. 2 is located at 2124 Hilton Drive within Atlas Circle Industrial Park, Phase II. This is one of four buildings that comprise Atlas Office Park. The 6,500 square foot, one-story metal building was built in 1983 and contains 6,000 square feet. Construction includes 5 inch concrete slab with expansion joints, steel framing, colored metal siding, 14 foot wall heights, metal roof with five foot overhang in front, plastic backed insulation, two wall exhaust fans, covered concrete dock with one 12' x 12' door - accessible via dock or drive-up ramp. It has 3-phase 600 amp heavy electrical service. The building contains 1,000 square feet or 15.4% build-out. It was marketed for lease with an asking rate of \$7.00 per square foot, triple net and was marketed for approximately four months, prior to leasing at \$7.50 per square foot on a modified gross basis.

Rental No. 3 is the current rental of a single-tenant light industrial building located at 1636 Fullenwider Road. The location is approximately 2.0 miles south of I-985 off Candler Hwy. The 9,600 square foot building has approximately 400 square feet of office buildout, with six (6) 12' X 14' grade level overhead doors and three-phase power. The clear height ranges from 17'6" to 21'. There is also approximately 3,500 square feet of fenced-in secured storage area in the rear yard area. The building was offered for lease at \$6,000 per month beginning January 1, 2024 and leased on March 13, 2024. The building is supported on a 1.24 acre site.

Rental No. 4 is the lease of an 18,100 square foot industrial building for \$8.00 per square foot. The building is located at the front of the Chestnut Industrial Center on Chestnut Street. This is a small industrial development just off U.S. 129 with good access to downtown and Exit 22 of I-985. The building was originally constructed in the 1960's, but was completely gut renovated in 2009 and is now in good condition. It is of masonry block construction with steel roof frame and metal roof cover. Building height is approximately 20 feet. The building contains approximately 2,800 square feet (15.5%) of average to good quality office space with a glass storefront entry and two rear loaded overhead doors and one front loaded overhead door. The current lease began October 24, 2023, at \$8.00 per square foot based on modified gross lease terms. The lease is for 7 years, escalating 3% annually.



Rental No. 5 is a light industrial office/warehouse area located at 808 Bradford Street, SW, in the Midtown area of Gainesville. This a light industrial property situated on a corner site in the Midtown area of Gainesville. The original masonry area of the building was constructed in 1942, with a pre-engineered addition made in 1976. Building height is 16-feet in original masonry area of the building, with 24-foot eave height in the pre-engineered area of the building. Building features 4,146 square feet of office area, which was in good condition. There are three (3) overhead doors in the building. The space was leased in June 2023 at \$8.75 per square foot, with triple net lease terms. The tenant received \$1.00 per square foot in tenant improvement allowance and the landlord also painted the exterior.

Adjustment Grid

The adjustments against the comparables can be summarized in the following adjustment grid:

Rental Comparable Adjustment Grid

	Subject (Average)	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4	Comp No. 5
Price Per SF		\$6.73	\$7.50	\$7.50	\$8.00	\$8.75
Lease Terms	Triple Net	Mod. Gross	Mod. Gross	Triple Net	Mod. Gross	Triple Net
Adj. Price Per Square Foot		\$5.73	\$6.50	\$7.50	\$7.00	\$8.75
Market conditions		Similar	Similar	Similar	Similar	Similar
Unit Size (Sq.Ft.)	12,412	Similar	Smaller ↓	Similar	Larger ↑	Larger ↑
Location	Avg./Good	Similar	Inferior ↑	Inferior ↑	Mod. Infer. ↑	Similar
Age/Condition	1958-1985/Renov.	1940 ↑	1983 ↑	2006 ↓	1960's/Renov.	1942/1976
Building Constr.	Mason./Pre-Eng.	Masonry	Pre-Eng. ↑	Pre-Eng. ↑	Mas./Pre-Eng.	Mas./Pre-Eng.
Building Quality	Average	Average	Average	Average	Average	Average
Building Height	10 - 12-Ft.	14-Ft. ↓	14-Ft. ↓	20-Ft. ↓	20-Ft. ↓	16 - 24-Ft. ↓
Office Build-Out	60.4%	9.2% ↑↑	15.4% ↑	4.2% ↑↑	15.5% ↓	27.9% ↑
Land:Building Ratio	4.56:1.00	Similar	Similar	Similar	Similar	Inferior ↑
Indicated Market Rent		>\$7.00/SF	\$8.00/SF	>\$8.00/SF	\$8.00/SF	<\$8.50/SF

Market Rent Conclusion

After adjustments, the rentals above indicate a market rental rate for the subject in the \$7.00 to \$8.50 per square foot range. In our opinion, a market rental rate for the subject in the middle area of this range at approximately \$8.00 per square foot appears appropriate.

Based on the concluded market rental rates above, the Potential Gross Income for the subject is as follows:

851 - 865 Dorsey Street 12,412 SF @ \$8.00 / SF = \$99,296



RENTAL NO. 1

Property Type:	Industrial			Record ID: 6668-GA		
Address:	675 Grove Street, Gainesville, Hall County, Georgia					
Location:	Northeastern side of Grove Street, one parcel southeast of Banks Street intersection					
Lessor:	Romberg Realty					
<u>Tenant</u>	<u>Size (SF)</u>	<u>Rent (SF)</u>	<u>Begin</u>	<u>Term</u>	<u>Escalations</u>	
Murray Plastics, Inc.	9,800	\$6.73	07/2023	1 year	N/A	
Total Building Area:	9,800					
Rentable Area:	9,800					
Typical Tenant Size:	9,800	Average Rent/SF: \$6.73				
Year Built:	1940					
Expenses by Lessor:	Real estate taxes, insurance, maintenance					
Expenses by Lessee:	Utilities, janitorial					
Current Occupancy:	100%					
Verification:	Public records, field, broker, CoStar Comps					

Comments: This is a 9,800 square foot single-tenant light industrial space located within the Midtown area of Gainesville. This light industrial space is one-story, featuring masonry construction. The building was originally built in 1940, with all warehouse buildout. It has two dock high overhead doors and four grade level overhead doors. Building has 14-foot eave height. Other features include 3-phase power. The space was leased in July 2023 at \$6.73 per square foot for a duration of one year. It was marketed with an asking rate of \$7.95 per square foot.





RENTAL NO. 2

Property Type: Industrial **Record ID:** 792-GA

Address: 2124 Hilton Drive, Gainesville, Hall County, Georgia
Location: Atlas Office Park - Altas Circle Industrial Park

Lessor: Emerald Investment Group, LLC

<u>Tenant</u>	<u>Size (SF)</u>	<u>Rent (SF)</u>	<u>Begin</u>	<u>Term</u>	<u>Escalations</u>
Gerald Ginn	6,500	\$7.50	08/2021	3 Years	CPI

Total Building Area:	6,500	
Rentable Area:	6,500	
Typical Tenant Size:	6,500	Average Rent/SF: \$7.50
Year Built:	1983	

Expenses by Lessor: Real estate taxes, Insurance, Exterior maintenance, Mechanical, Common Area
Expenses by Lessee: Utilities, Interior maintenance
Current Occupancy: 100%
Verification: Field; Co-Star Comps; Pub. Rec.

Comments: This building fronts Hilton Drive within Atlas Circle Industrial Park, Phase II. This is one of four buildings that comprise Atlas Office Park. The 6,500 square foot building features 5-inch concrete slab with expansion joints, steel framing, colored metal siding, 14 foot wall heights, metal roof with five foot overhang in front, plastic backed insulation, two wall exhaust fans, covered concrete dock with one 12' x 12' door - accessible via dock or drive-up ramp. Building height is 14 feet. It has 3-phase, 600 amp heavy electrical service. The building contains 1,000 square feet or 15.4% office build-out. It was marketed for lease with an asking rate of \$7.00 per square foot, triple net and was marketed for approximately four months, prior to leasing at \$7.50 per square foot on a modified gross basis.





RENTAL NO. 3

Property Type: Industrial **Record ID:** 7188-GA

Address: 1636 Fullenwider Road, Gainesville, Hall County, Georgia
Location: Approximately 2.0 miles south of I-985 at Exit 20, Candler Hwy

Lessor: Owe Enterprises, LLC

Total Building Area: 9,600
Rentable Area: 9,600
Typical Tenant Size: 9,600
Year Built: 2006

Average Rent/SF: \$7.50

Expenses by Lessor: Management, reserves, structural maintenance
Expenses by Lessee: R.E. Taxes, Property Insurance, Utilities, interior Maintenance, CAM
Current Occupancy: 100%
Verification: Field, Leasing Agent, GAMLs #20166040

Comments: Current rental of a single-tenant light industrial building located on Fullenwider Road. The location is approximately 2.0 miles south of I-985 off Candler Hwy. The 9,600 square foot building has approximately 400 square feet of office buildout, with six (6) 12' X 14' grade level overhead doors and three-phase power. The clear height ranges from 17'6" to 21'. There is also approximately 3,500 square feet of fenced-in secured storage area in the rear yard area. The building was offered for lease at \$6,000 per month beginning January 1, 2024 and leased on March 13, 2024. The building is supported on a 1.24 acre site.





RENTAL NO. 4

Property Type: Industrial **Record ID:** 4658-GA

Address: 1002 Chestnut Street, Gainesville, Hall County, Georgia
Location: South side, just west of E.E. Butler Parkway (US 129)

Lessor: Dayco Holdings, LLC

<u>Tenant</u>	<u>Size (SF)</u>	<u>Rent (SF)</u>	<u>Begin</u>	<u>Term</u>	<u>Escalations</u>
Surface Prep Supply, Inc.	18,100	\$8.00	10/2023	7 Years	3%/yr.

Total Building Area: 18,100
Rentable Area: 18,100
Typical Tenant Size: 18,100 **Average Rent/SF:** \$8.00
Year Built: 1960's/2009&2011

Expenses by Lessor: Taxes, Insurance, Management, Reserves, Structural
Expenses by Lessee: Utilities, Interior Maintenance
Current Occupancy: 100%
Verification: Field, Co-Star Comps, Listing broker

Comments: This is the lease of a 18,100 square foot industrial building, located at the front of the Chestnut Industrial Center on Chestnut Street. This is a small industrial development just off U.S. 129 with good access to downtown and Exit 22 of I-985. The building was originally constructed in the 1960's, but was completely gut renovated in 2009 and is good condition. It is of masonry block construction with steel roof frame and metal roof cover. Building height is approximately 20 feet. The building contains approximately 2,800 square feet (15.5%) of average to good quality office space with a glass storefront entry and two rear loaded overhead doors and one front loaded overhead door. The current lease began October 24, 2023, at \$8.00 per square foot based on modified gross lease terms. The lease is for 7 years, escalating 3% annually.





RENTAL NO. 5

Property Type: Industrial **Record ID:** 7108-GA

Address: 808 Bradford Street, Gainesville, Hall County, Georgia
Location: Southwestern corner of Bradford Street and Maple Street intersection

Lessor: Bradford 808, LLC

<u>Tenant</u>	<u>Size (SF)</u>	<u>Rent (SF)</u>	<u>Begin</u>	<u>Term</u>	<u>Escalations</u>
Impact Homes Services II, LLC	14,848	\$8.75	05/02/2023	5 yrs.	4% annual

Total Building Area:	14,848	
Rentable Area:	14,848	
Typical Tenant Size:	14,848	Average Rent/SF: \$8.75
Year Built:	1942/1976	

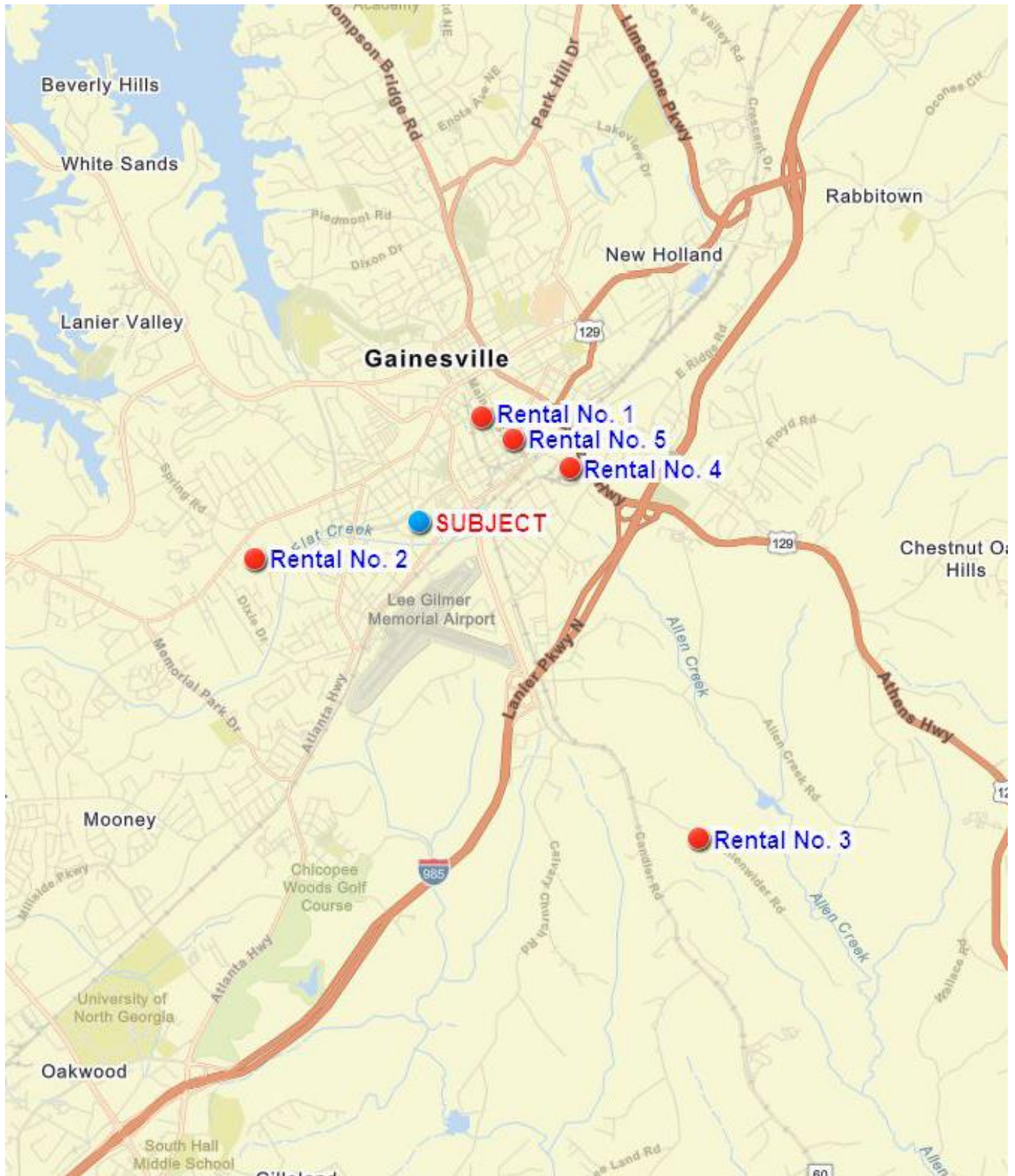
Expenses by Lessor: Reserves, Management
Expenses by Lessee: Real estate taxes, property insurance, utilities, janitorial
Current Occupancy: 100%
Verification: Public records, field, broker

Comments: This is a 14,868 square foot light industrial facility located within the Midtown area of Gainesville. This light industrial building is situated on a corner site in the Midtown area of Gainesville. The original masonry area of the building was constructed in 1942, with a pre-engineered addition made in 1976. Building height is 16-feet in original masonry area of the building, with 24-foot eave height in the pre-engineered area of the building. Building features 4,146 square feet of office area, which was in good condition. There are three (3) overhead doors in the building. The space was leased in June 2023 at \$8.75 per square foot, with triple net lease terms. The tenant received \$1.00 per square foot in tenant improvement allowance and the landlord also painted the exterior.





Subject and Rent Comparables Location Map





Vacancy and Credit Loss The subject property is located within an established and generally stable commercial/light industrial area. Historically, there has been good demand for light industrial facilities locally.

Based on Co-Star Comps data, the current vacancy rate within the Gainesville/Hall County industrial market is approximately 10.5%. This is based on a total of approximately 38 million square feet of total industrial space in the market area. During the past five years, the industrial vacancy rate has ranged from the current high of 10.50% to a low of 1.8% in the 1st and 2nd Quarters of 2022. The industrial vacancy rate is forecast to decrease gradually from 2025 to 2026.

Considering the location, age and design of the subject, in our opinion a 5.00% allowance for vacancy and collection loss is a reasonable long-term investor expectation for the subject property.

Other Income In our analysis of the subject, there are no other sources of income for the property.

Effective Gross Income The effective gross income of a property is the anticipated annual income that can be received after allowing for vacancy and credit losses and the addition of any other income. Based on the previous analysis of potential gross income, and deducting for vacancy and collection loss, the effective gross income for the subject is as follows:

INCOME

Potential Gross Income

851 - 865 Dorsey Street	12,412	SF @	\$8.00	/ SF =	\$99,296
Less Vacancy	5.00%				<u>(\$4,965)</u>

Effective Gross Rental Income	\$94,331
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Plus Other Income	<u>\$0</u>
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Effective Gross Income	\$94,331
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Expenses Our opinion of market rent for the subject is based on “triple net” lease terms. Under the provisions of this lease, the Lessee is responsible for payment of real estate taxes, property insurance and interior maintenance. Landlord expenses include management, reserves and replacements for long-lived items and administrative expenses. Our estimate of each expense item is described below:

Real Estate Taxes: In the property description portion of this report, the 2023 real estate taxes for the subject property were calculated at \$6,623.17, based on a 2023 combined fair market valuation for tax purposes of \$578,170. Given the planned increase in fair market valuation for 2024 to \$636,870, future increases in the real estate taxes for the subject are probable. Considering the assumed triple net lease structure, an allowance of **\$350 annually** for the landlord’s responsibility for real estate taxes is considered reasonable for the purposes of this analysis.



Property Insurance: Considering the construction characteristics and the amount of finished areas, we believe that the subject could be insured for approximately \$5,000 annually, which equates to approximately \$0.40 per square foot annually. Considering the assumed triple net lease structure, a rounded allowance of **\$250 annually** ($\$5,000 \times 0.05$) for the landlord's responsibility for property insurance.

Management: Typical management fees for this type property in the Hall County area range from 4% to 8% on collected income. This is typical for the leasing, rent collection and general overseeing of the property. Considering the subject's physical condition and location, we believe that 5% of the Effective Gross Income is reasonable for a property such as the subject. This equates is **\$4,717 annually** for the subject property.

Exterior Maintenance & Repairs: This expense category covers the general exterior maintenance such as minor roof and parking lot repairs, painting and other miscellaneous repairs to the exterior of the building. Under the assumed lease structure, exterior maintenance and repairs are the responsibility of the tenant.

Utilities: Under the assumed lease structure, utilities are the responsibility of the tenant.

Janitorial: Under the assumed lease structure, janitorial expenses are the responsibility of the tenant.

Reserves for Replacements: This is a reserve account which is established to provide for adequate funds to replace long-lived items such as the roof, parking lot, HVAC and mechanical systems. An allowance of **\$3,725 annually** (\$0.30 per square foot of gross building area) has been made for reserves and replacements.

Grounds Maintenance: There are minimal grounds to maintain and the grounds maintenance expense is the responsibility of the tenants.

Administrative Expense: For the subject property, this expense category will be limited to legal and accounting fees and other miscellaneous expenses. For purposes of this analysis, an estimate of **\$500 annually** will be utilized.

Net Operating Income

The net operating income is the effective gross income less the total operating expenses. A complete pro-forma operating statement for the subject property is below and indicates net operating income of **\$84,790**.



Pro-Forma Operating Statement

INCOME

Potential Gross Income

851 - 865 Dorsey Street	12,412	SF @	\$8.00	/ SF =	\$99,296
Less Vacancy	5.00%				<u>(\$4,965)</u>

Effective Gross Rental Income

\$94,331

Plus Other Income

\$0

Effective Gross Income

\$94,331

EXPENSES

		Annually	Per Sq. Ft.
Real Estate Taxes		\$350	\$0.03
Property Insurance		\$250	\$0.02
Property Management	5%	\$4,717	\$0.38
Ext. Maint. & Repairs		\$0	\$0.00
Utilities		\$0	\$0.00
Janitorial		\$0	\$0.00
Reserves for Replacement		\$3,725	\$0.30
Grounds Maintenance		\$0	\$0.00
Administrative Expense		<u>\$500</u>	<u>\$0.04</u>
Total Expenses		\$9,542	\$0.77

NET OPERATING INCOME

\$84,790

Total Expense as a % of PGRI

9.61%



Capitalization Rate

Capitalization is the process of converting net income into value. The capitalization rate reflects the relationship between net income and the value of receiving the anticipated income stream, or the amount an investor should be willing to pay for this annual income. Thus, the relationship is:

$$\frac{\text{Net Income}}{\text{Capitalization Rate}} = \text{Value}$$

Market Derived Rate

The primary method to derive an overall capitalization rate is to extract it from market data. In order to achieve this extraction, we rely on the comparable sales used in the sales comparison approach. From information gathered, a net operating income has been confirmed or estimated for each sale. Dividing this net operating income by the sales price indicates an overall capitalization rate for each of the comparables.

Capitalization Rates

Sale Number	Sale Price	Net Operating Income	CAP Rate
Improved Sale 1	\$2,000,000	\$113,154	5.66%
Improved Sale 2	\$2,850,000	\$168,125	5.90%
Improved Sale 3	\$2,430,000	\$111,198	4.58%
Improved Sale 4	\$1,383,000	\$62,169	4.50%
Improved Sale 5	\$2,100,000	\$93,669	4.46%
Improved Sale 6	\$1,450,000	\$74,052	5.11%
Average		5.04%	

The capitalization rates above range from 4.46% to 5.90%. The average is 5.04%. Considering the subject location, size, age and condition, the subject capitalization rate should be near the middle to upper area of the range, at **5.50%**.



Realty Rates

We have also considered Realty Rates, summarized as follow:

RealtyRates.com INVESTOR SURVEY - 2nd Quarter 2024						
INDUSTRIAL - ALL TYPES						
Item	Input					OAR
Minimum						
Spread Over 10-Year Treasury	1.06%	DCR Technique	1.10	0.060753	0.87	5.81
Debt Coverage Ratio	1.10	Band of Investment Technique				
Interest Rate	5.36%	Mortgage	87%	0.060753	0.052856	
Amortization	40	Equity	13%	0.066660	0.008666	
Mortgage Constant	0.060753	OAR				6.15
Loan-to-Value Ratio	87%	Surveyed Rates				5.78
Equity Dividend Rate	6.67%					
Maximum						
Spread Over 10-Year Treasury	5.80%	DCR Technique	2.05	0.129688	0.50	13.29
Debt Coverage Ratio	2.05	Band of Investment Technique				
Interest Rate	10.10%	Mortgage	50%	0.129688	0.064844	
Amortization	15	Equity	50%	0.150894	0.075447	
Mortgage Constant	0.129688	OAR				14.03
Loan-to-Value Ratio	50%	Surveyed Rates				13.19
Equity Dividend Rate	15.09%					
Average						
Spread Over 10-Year Treasury	3.11%	DCR Technique	1.44	0.088276	0.70	8.87
Debt Coverage Ratio	1.44	Band of Investment Technique				
Interest Rate	7.41%	Mortgage	70%	0.088276	0.061578	
Amortization	25	Equity	30%	0.112989	0.034171	
Mortgage Constant	0.088276	OAR				9.57
Loan-to-Value Ratio	69.8%	Surveyed Rates				9.47
Equity Dividend Rate	11.30%					

*1st Quarter 2024 Data

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The Realty Rates Investor Survey for Industrial properties for the 2nd Quarter 2024 indicates a rate of 9.47%.

Reconciliation

We have considered the indicated capitalization rate from Realty Rates as well as those derived from the improved sales, with most weight given to the indicated capitalization rate by the improved sales. A capitalization rate of 5.50% has been selected for the subject property. Capitalizing the estimated NOI for the subject indicates a market value for the subject property, as follows:

$$\begin{array}{rclclcl} \text{NOI (Io)} & & \text{Cap Rate (Ro)} & & \text{Value (Vo)} \\ \$84,790 & \div & 5.50\% & = & \$1,541,636 \end{array}$$

Rounded to:

\$1,540,000

Income Approach
Market Value
Conclusion



SALES COMPARISON APPROACH

The sales comparison approach yields an indication of value for the subject by comparison with similar properties of the same type and class that have sold recently or are listed for sale. The sales prices of these comparable properties tend to set the range of value for the subject property.

Comparable Research

Typically, the market uses price per square foot of building area as the measurable unit of comparison. This is the most common method of valuation used in the industry. After analyzing each sale on this basis, adjustments were made to each sale for differences in physical characteristics including location, access, market change, and land to building ratio, building size and overall age and condition of the property. Once adjusted, the sales indicate a range of values applicable for the subject. The value represents the range that a typical purchaser would most likely pay for the property and reflects the market value. The table below presents a brief summary of the improved sales. Complete profiles of each individual sale are at the end of this section.

Table 5-2: Improved Sales Summary Table

No.	Location	Sale Date	Price	Building Size (SF)	Price/SF
1.	2348 Monroe Drive, Gainesville, Hall Co., GA	6/23	\$2,000,000	20,588	\$97.14
2.	2312 Centennial Circle, Gainesville, Hall Co., GA	5/23	\$2,850,000	24,180	\$117.87
3.	966 & 998 Dorsey Street, Gainesville, Hall Co., GA	11/22	\$2,430,000	20,200	\$120.30
4.	886 Bradford Street, SW, Gainesville, Hall Co., GA	6/23	\$1,383,000	11,386	\$121.46
5.	514 Davis Street, Gainesville, Hall Co., GA	Listing	\$2,100,000	15,715	\$133.63
6.	2171 Hilton Drive, Gainesville, Hall Co., GA	8/23	\$1,450,000	9,600	\$151.04

Comparable Sales Discussion

The above-summarized sales range from \$97.14 to \$151.04 per square foot. The six comparables are discussed as follows:

Improved Sale No. 1 is the June 2023 sale of 2348 Monroe Drive, with 20,588 square feet of gross combined light industrial building for \$2,000,000, or \$97.14 per square foot. This building is located on Monroe Drive, within approximately one mile of the Exit 20 interchange of I-985. The primary building is approximately 17,988 square feet in size, with a detached 2,600 square foot building. The original building improvements were constructed in 1980, with a 1998 addition made and



new roof structure over the entire building area. In the 2000's the western most area was built, originally constructed as a cooler. There is approximately 2,400 square feet of office/sales/display area in the primary building, with an additional approximately 1,700 square feet of partitioned and partially built out area. There is approximately 1.7 acres of good, mostly level to gradually sloping site area present.

Improved Sale No. 2 is the May 2023 sale of a 24,180 square foot light industrial building for \$2,850,000, or \$117.87 per square foot. This building is located in Centennial Industrial Park. The building was originally constructed in 1993, with this building was being used as a machine shop at the time of sale. It had approximately 2,600 square feet of office space and additional lab area, a fully air conditioned warehouse, 3-phase power, 16-foot ceiling heights, dock high loading doors, and adequate drive-in doors, mezzanine storage space, and adequate parking. Recent improvements to the building include new roof over office area and sealing of entire roof, new LED lighting and new ceiling tiles in office, new HVAC unit in lab area.

Improved Sale No. 3 is located at 966 - 998 Dorsey Street, Gainesville. The property sold in November 2022 for \$2,430,000, or \$120.30 per square foot. This a light industrial property which consists of two (2) pre-engineered buildings. The original 10,200 square foot building (966 Dorsey St.) was constructed in 1973., with building height of 12 to 16-feet, and approximately 6,000 square feet of average quality office build out. The 10,000 square foot building (998 Dorsey St.) was built in 2008, with 16-foot eave height, and 1,030 square feet of office build out which has mezzanine storage above. The 1.98 acre site has a moderately irregular shape, with good overall utility. Based on the gross land area and the size of the improvements, the land to building ratio is 4.27:1.00. The property was not formally exposed to the market prior to the sale and was an off market transaction.

Improved Sale No. 4 is the June 2023 sale of 886 Bradford Street, SW, with 11,386 square feet of gross combined light industrial building for \$1,383,000, or \$121.46 per square foot. These building are situated on a 0.805 acre located in the Midtown area of Gainesville. The primary building is approximately 8,000 square feet in size, with a detached 3,386 square foot building. The building improvements were constructed in 1983. The 8,000 square foot building features pre-engineered construction, with 20-foot eave height and 672 square feet of average office. The 3,386 square foot building masonry, jumbo brick construction with 12-foot eave height and approximately 1,900 square feet of office space in fair to average condition. This sale represents an off market transaction.

Improved Comparable No. 5 is the current listing of 514 Davis Street, with an offering price of \$2,100,000 or \$133.63 per square foot. It is located in the Midtown Gainesville area, adjacent to the Midlands Greenway trail, which borders the south side of the site. The Chair Factory facility is located across Davis Street. The improvements have structural brick exterior walls and wood roof support. Building height is approximately 13-feet. It has a loading dock on the Midland Greenway side, and a small truck loading dock in the back. It is in fair condition. Building has a new fire sprinkler system.



IMPROVED SALE NO. 1

Property Type:	Industrial	Record ID:	11800-GA
Tax ID:	15032 000010C		
Address:	2348 Monroe Drive, Gainesville, Hall County, Georgia		
Location:	Southern side of Monroe Drive, one parcel east of Danbury Lane int.		
GMD:	411		
Grantor:	RY Holding Company, LLC		
Grantee:	2348 Monroe Dr, LLC		
Sale Price:	\$2,000,000		
Sale Date:	06/21/23	Deed Book:	9330
Verification:	Contract, seller, buyer, inspection, pub. rec.		Page: 332
Conditions of Sale:	Arm's Length		
Financing:	N/A		
Building Size:	20,588 SF	Price/SF:	\$97.14
Year Built:	1980/1998		
Land Size:	2.016 Acres		
Land to Building Ratio:	4.27		
PGRI:	\$133,822	PGRIM:	14.95
EGRI:	\$127,131	EGRIM:	15.73
NOI:	\$113,154	Cap Rate:	5.66%
NOI Ratio:	89.01%	NOI/SF:	\$5.50
Expense Ratio:	10.99%	Expenses/SF:	\$0.68
Occupancy at Sale:	Owner		

Comments: Sale of 20,588 square feet of gross combined light industrial area, contained in two (2) detached buildings. The primary building is approximately 17,988 square feet in size, with a detached 2,600 square foot building. The original building improvements were constructed in 1980, with a 1998 addition made and new roof structure over the entire building area. In the 2000's the western most area was built, originally constructed as a cooler. There is approximately 2,400 square feet of office/sales/display area in the primary building, with an additional approximately 1,700 square feet of partitioned and partially built out area. There is approximately 1.7 acres of good, mostly level to gradually sloping site area present.



IMPROVED SALE NO. 2

Property Type:	Industrial	Record ID:	11792-GA
Tax ID:	08013 002050		
Address:	2312 Centennial Circle, Gainesville, Hall County, Georgia		
Location:	Southwestern side of Centennial Circle, one parcel southeast of Centennial Drive int.		
Land Lot:	13	District:	8
Grantor:	Changs, LLC		
Grantee:	K2 USA Holding, LLC		
Sale Price:	\$2,850,000		
Sale Date:	05/03/23	Deed Book:	9301
Verification:	Deed, field, broker	Page:	476
Conditions of Sale:	Arm's length		
Financing:	All cash to seller		
Building Size:	24,180 SF	Price/SF:	\$117.87
Year Built:	1993		
Land Size:	2.430 Acres		
Land to Building Ratio:	4.38		
PGRI:	\$193,440	PGRIM:	14.73
EGRI:	\$183,768	EGRIM:	15.51
NOI:	\$168,125	Cap Rate:	5.90%
NOI Ratio:	91.49%	NOI/SF:	\$6.95
Expense Ratio:	8.51%	Expenses/SF:	\$0.65
Occupancy at Sale:	Owner		

Comments: Sale of a 24,180 square foot light industrial building located in Centennial Industrial Park. The building was originally constructed in 1993, with this building was being used as a machine shop at the time of sale. It had approximately 2,600 square feet of office space and additional lab area, a fully air conditioned warehouse, 3-phase power, 16-foot ceiling heights, dock high loading doors, and adequate drive-in doors, mezzanine storage space, and adequate parking. Recent improvements to the building include new roof over office area and sealing of entire roof, new LED lighting and new ceiling tiles in office, new HVAC unit in lab area.



Improved Sale # 1



Improved Sale # 2





IMPROVED SALE NO. 3

Property Type:	Industrial	Record ID:	11713-GA
Tax ID:	01031 001019		
Address:	966 & 998 Dorsey Street, Gainesville, Hall County, Georgia		
Location:	Southwestern side of Dorsey Street, one parcel northwest of Industrial Blvd. intersection		
Land Lot:	167	District:	9
Grantor:	Emerald Investment Group, LLC		
Grantee:	Supermercado Carrillo El Guero #1, Inc.		
Sale Price:	\$2,430,000		
Sale Date:	11/22/22	Deed Book:	9229
Verification:	Pub. Rec., Inspection, Lender, PT-061		Page: 640
Conditions of Sale:	Arm's length		
Financing:	Conv.		
Building Size:	20,200 SF	Price/SF:	\$120.30
Year Built:	1973/2008		
Land Size:	1.980 Acres		
Land to Building Ratio:	4.27		
PGRI:	\$131,300	PGRIM:	18.51
EGRI:	\$124,735	EGRIM:	19.48
NOI:	\$111,198	Cap Rate:	4.58%
NOI Ratio:	89.15%	NOI/SF:	\$5.50
Expense Ratio:	10.85%	Expenses/SF:	\$0.67
Occupancy at Sale:	Tenant		

Comments: This light industrial property consists of two (2) pre-engineered buildings. The original 10,200 square foot building (966 Dorsey St.) was constructed in 1973., with building height of 12 to 16-feet, and approximately 6,000 square feet of average quality office build out. The 10,000 square foot building (998 Dorsey St.) was built in 2008, with 16-foot eave height, and 1,030 square feet of office build out which has mezzanine storage above. The 1.98 acre site has a moderately irregular shape, with good overall utility. Based on the gross land area and the size of the improvements, the land to building ratio is 4.27:1.00. The property was not formally exposed to the market prior to the sale and was an off market transaction.



IMPROVED SALE NO. 4

Property Type:	Industrial	Record ID:	11837-GA
Tax ID:	01019 001004		
Address:	886 Bradford Street, SW, Gainesville, Hall County, Georgia		
Location:	Southwestern corner of Bradford St. & Martin Luther King, Jr. Blvd. int.		
Land Lot:	149	District:	9
Grantor:	E.K. Martin, Sr. Properties, LLC		
Grantee:	Emma Properties, LLC		
Sale Price:	\$1,383,000		
Sale Date:	06/28/23	Deed Book:	9329
Verification:	Contract, seller, inspection, pub. rec.		Page: 34
Conditions of Sale:	Arm's Length		
Financing:	N/A		
Building Size:	11,386 SF	Price/SF:	\$121.46
Year Built:	1983		
Land Size:	0.805 Acres		
Land to Building Ratio:	3.08		
PGRI:	\$74,009	PGRIM:	18.69
EGRI:	\$70,309	EGRIM:	19.67
NOI:	\$62,169	Cap Rate:	4.50%
NOI Ratio:	88.42%	NOI/SF:	\$5.46
Expense Ratio:	11.58%	Expenses/SF:	\$0.71
Occupancy at Sale:	Owner		

Comments: Sale of 11,386 square feet of gross combined light industrial area, contained in two (2) detached buildings. The primary building is approximately 8,000 square feet in size, with a detached 3,386 square foot building. The building improvements were constructed in 1983. The 8,000 square foot building features pre-engineered construction, with 20-foot eave height and 672 square feet of average office. The 3,386 square foot building masonry, jumbo brick construction with 12-foot eave height and approximately 1,900 square feet of office space in fair to average condition. This sale represents and off market transaction.



Improved Sale # 3



Improved Sale # 4





IMPROVED COMPARABALE NO. 5

Property Type:	Industrial	Record ID:	12120-GA
Tax ID:	01018 001012		
Address:	514 Davis Street, Gainesville, Hall County, Georgia		
Location:	Northwestern side of Davis Street, one parcel northeast of Pine Street intersection		
Land Lot:	153	District:	9
Grantor:	Osleeper Investments, LLC		
Grantee:	N/A - Listing		
Sale Price:	\$2,100,000		
Sale Date:	N/A – Listing	Deed Book:	N/A
Verification:	Broker, public records, assoc. appraiser		
Conditions of Sale:	Current Contract		
Financing:	N/A		
Building Size:	15,715 SF	Price/SF:	\$133.63
Year Built:	1951		
Land Size:	0.780 Acres		
Land to Building Ratio:	2.16		
PGRI:	\$110,005	PGRIM:	19.09
EGRI:	\$104,505	EGRIM:	20.09
NOI:	\$93,669	Cap Rate:	4.46%
NOI Ratio:	89.63%	NOI/SF:	\$5.96
Expense Ratio:	10.37%	Expenses/SF:	\$0.69
Occupancy at Sale:	Vacant		

Comments: Current listing of a masonry building which was originally constructed as a chicken hatchery. The 0.78 acre site includes about 150 feet of frontage on Davis Street, and is about 200 feet deep. It is level and is adjacent to the Midlands Greenway trail, which borders the south side of the site. The Chair Factory facility is located across Davis Street. The improvements have structural brick exterior walls and wood roof support. Building height is approximately 13-feet. It has a loading dock on the Midland Greenway side, and a small truck loading dock in the back. It is in fair condition. Building has a new fire sprinkler system.

**IMPROVED SALE NO. 6**

Property Type:	Industrial	Record ID:	11965-GA
Tax ID:	01127 003071		
Address:	2171 Hilton Drive, Gainesville, Hall County, Georgia		
Location:	Half mile from Atlanta Highway		
Land Lot:	169	District:	9
Grantor:	Thomas C. Mundy		
Grantee:	Sain Holdings, LLC		
Sale Price:	\$1,450,000		
Sale Date:	08/21/23	Deed Book:	9356
Verification:	Deed, field, listing agent	Page:	504
Conditions of Sale:	Normal, arm's length		
Financing:	All cash to seller		
Building Size:	9,600 SF	Price/SF:	\$151.04
Year Built:	1983/2003		
Land Size:	0.850 Acres		
Land to Building Ratio:	3.86		
PGRI:	\$91,200	PGRIM:	15.90
EGRI:	\$87,552	EGRIM:	16.56
NOI:	\$74,052	Cap Rate:	5.11%
NOI Ratio:	84.58%	NOI/SF:	\$7.71
Expense Ratio:	15.42%	Expenses/SF:	\$1.41
Occupancy at Sale:	Vacant		

Comments: Sale of a 9,600 square foot light industrial building on Hilton Drive in. This building featured 8,305 square feet of warehouse and 1,295 square feet of interior office buildout. Interior buildout was of very average quality. It had a clear height of 17' and two loading docks. There was one drive-in door (10' x 14'). Originally constructed in 1983, the building underwent renovations in 2003. The pre-engineered steel building was on the market for rent with an asking price of \$9.50 per square foot, but eventually sold for owner occupancy after a short exposure period.



Improved Comparable # 5

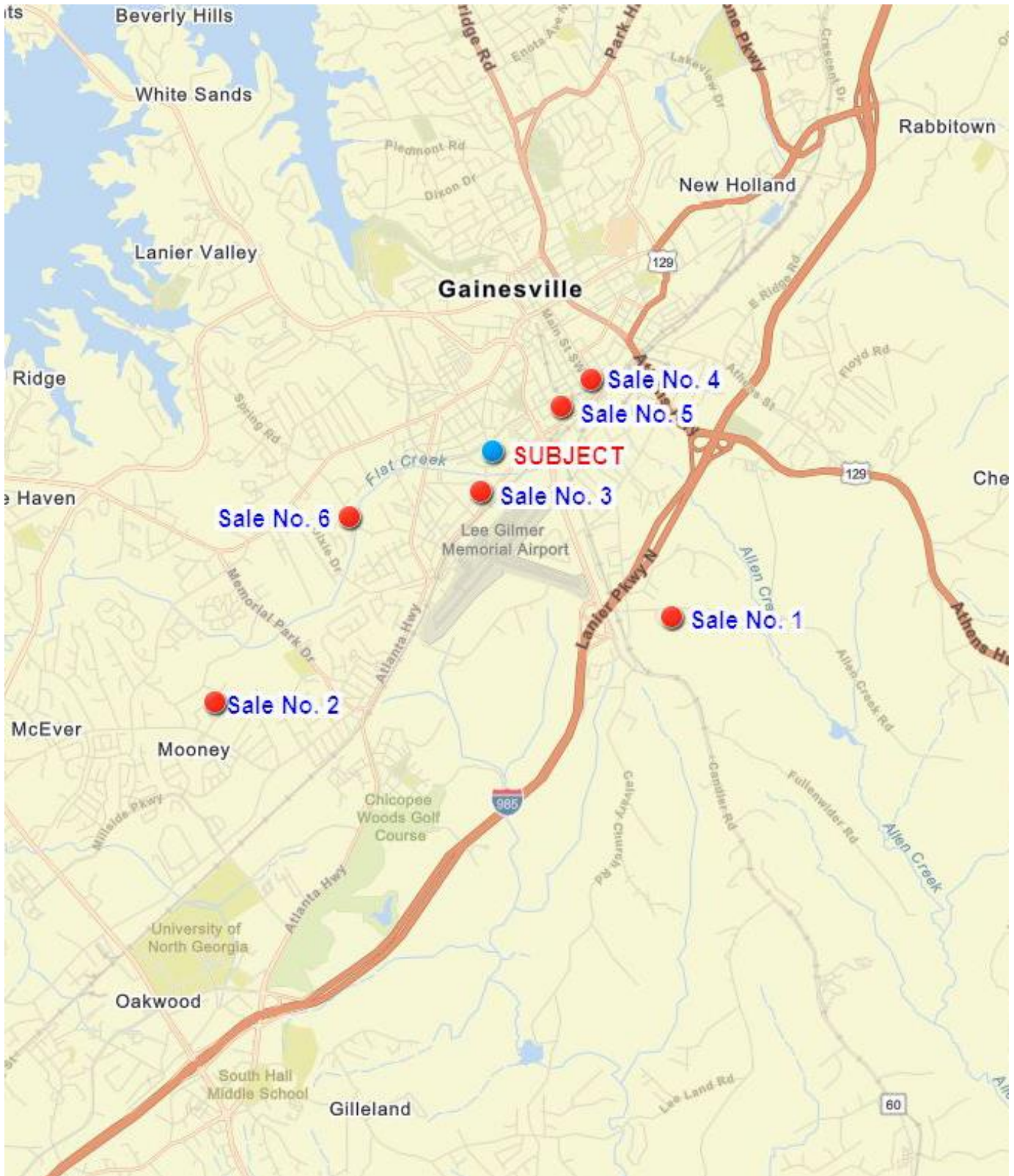


Improved Sale # 6





Subject and Improved Sales Location Map





Chapter 6: Conclusions

Current Fee Simple Market Value Indications

Certain definitions, limiting conditions, and certifications set forth in the attached report qualify the value opinion(s). The analysis contained in the report that follows is presented in an appraisal report format.

In developing an opinion of the current, June 18, 2024 fee simple market value, we used the income approach and the sales comparison approach. The value indications are as follows:

Income Approach	\$1,540,000
Sales Comparison Approach	\$1,550,000

The subject property has average marketability. The factors that positively influence marketability include:

- The overall indicated value range is from \$1,540,000 to \$1,550,000;
- Significant renovations to the primary 865 Dorsey Street office building approximately three years ago;
- The subject location provides for good access to the Gainesville CBD as well as to the Exit 20 interchange of I-985;

The factors that negatively influence marketability include:

- Original masonry building improvements were constructed in 1958 and the pre-engineered building built in 1985;

The two value indications for the subject appear to provide a consistent, reliable range of value for the subject property. Considering the owner occupancy of the subject, more weight has been given to the value indication by the Sales Comparison Approach.

It is our opinion that the current fee simple market value for subject property as of June 18, 2024, is:

Current Market Value Opinion

\$1,550,000

Extraordinary Assumptions and Hypothetical Conditions

No Hypothetical Condition or Extraordinary Assumption was employed in developing our opinions of value.

The reader should review the attached Statement of Limiting Conditions. We have prepared the report based on our interpretation of the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Foundation.



Appendix



Industrial Submarket Report

I-985/Gainesville

Gainesville - GA USA

PREPARED BY



Charles McKay
Appraiser



INDUSTRIAL SUBMARKET REPORT

Submarket Key Statistics	1
Leasing	2
Rent	6
Construction	8
Sales	12
Sales Past 12 Months	14
Supply & Demand Trends	16
Rent & Vacancy	18
Sale Trends	20

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
2.7M	(82.4K)	10.1%	6.1%

Gainesville has built on its historical status as a food manufacturing hub, with companies such as Mars-Wrigley, Kings Hawaiian Bakery, and National Beverage Corp maintaining facilities here for decades. The market has also been primed to take advantage of the rise of automotive manufacturing in the Southeast, particularly on the Interstate 85 corridor between Alabama and the Carolinas, landing relocations and expansions from Continental Tire, ZF transmissions, and most recently, Kubota Tractor Corporation.

Just north of Atlanta along Interstate 985, the Gainesville and Hall County area has emerged as a destination for distributors and manufacturers needing large plots of available land for increasingly large-footprint warehouses and production facilities. As a result,

absorption in the market reached record levels during the height of the pandemic-era industrial boom. The recent pullback in large-format leasing has cooled demand considerably, and vacancies are rising.

Developers have added 10 million SF of industrial space to the market since 2020. That represents a one-third expansion of inventory. Though roughly 75% of that space has been leased, more recent leasing trends have slowed, and the 950,000 SF currently under construction remains largely available.

Rents in Gainesville come at a discount to the nearby Atlanta market, and while rent growth here has outpaced national trends, rent increases have recently decelerated.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	29,441,879	13.2%	\$7.98	14.1%	7,857	1,208,154	954,161
Specialized Industrial	8,590,132	1.4%	\$8.84	1.4%	0	0	0
Flex	1,892,907	2.9%	\$12.58	2.8%	21,000	0	0
Submarket	39,924,918	10.1%	\$8.37	10.9%	28,857	1,208,154	954,161

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	6.7%	6.3%	7.9%	15.0%	2010 Q3	1.8%	2018 Q2
Net Absorption SF	(82.4K)	616,185	1,034,600	3,761,741	2022 Q4	(884,665)	1993 Q3
Deliveries SF	2.7M	701,307	1,282,906	4,171,405	2022 Q4	0	2011 Q4
Market Asking Rent Growth	6.1%	3.1%	4.4%	11.7%	2022 Q3	-3.8%	1997 Q4
Sales Volume	\$224M	\$46.2M	N/A	\$541.3M	2022 Q3	\$0	2002 Q1

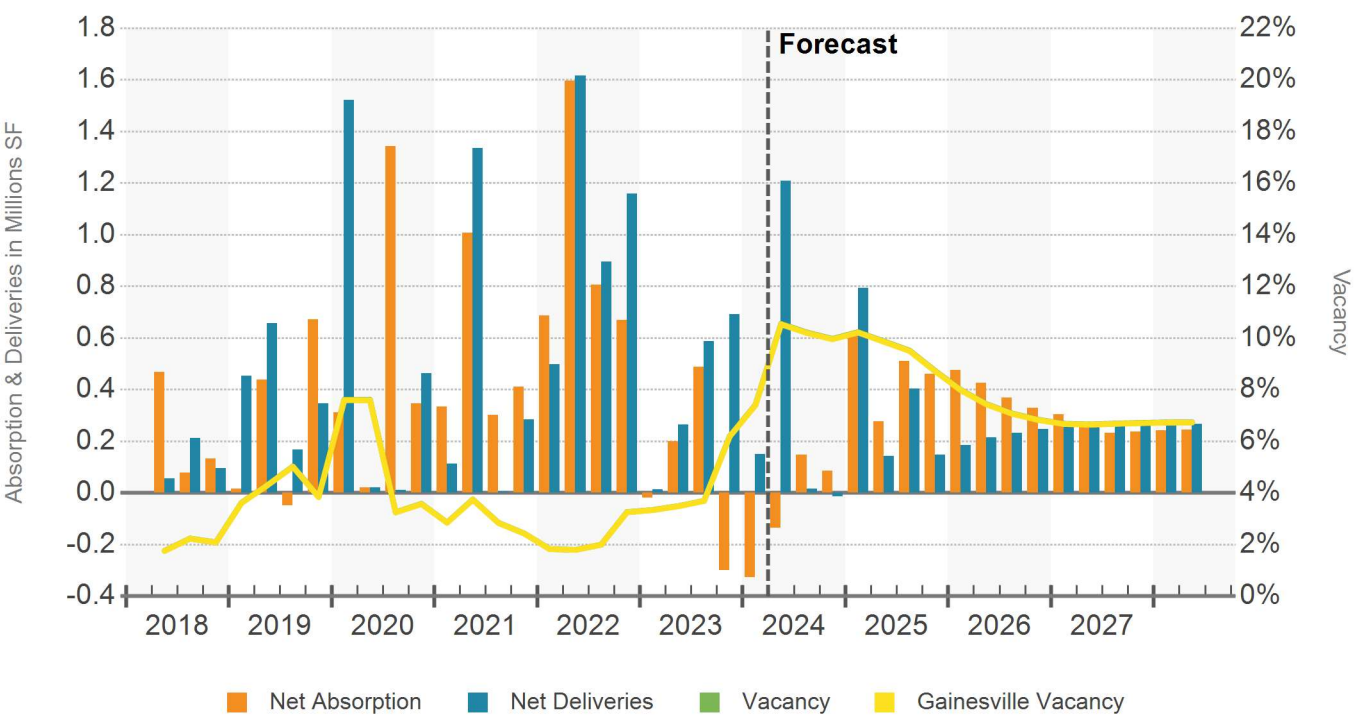
With retailers pulling back on the larger leases that characterized the pandemic-era industrial boom, leasing activity in exurban Gainesville has downshifted considerably. Leasing volume in 2023 totaled nearly 50% less than in 2022, and net absorption posted its first significantly negative total in 23Q4.

While 13 leases larger than 100,000 SF were signed in 2021 and 2022, only three were signed in 2023. The largest lease of the year came when Mars signed for 447,000 SF at Hines' newly delivered Thurmon Tanner Logistics Park in Flowery Branch. In February 2024, restaurant supplier Atosa signed a 176,300-SF lease in the newly built Buford Trade Center at McEver Road.

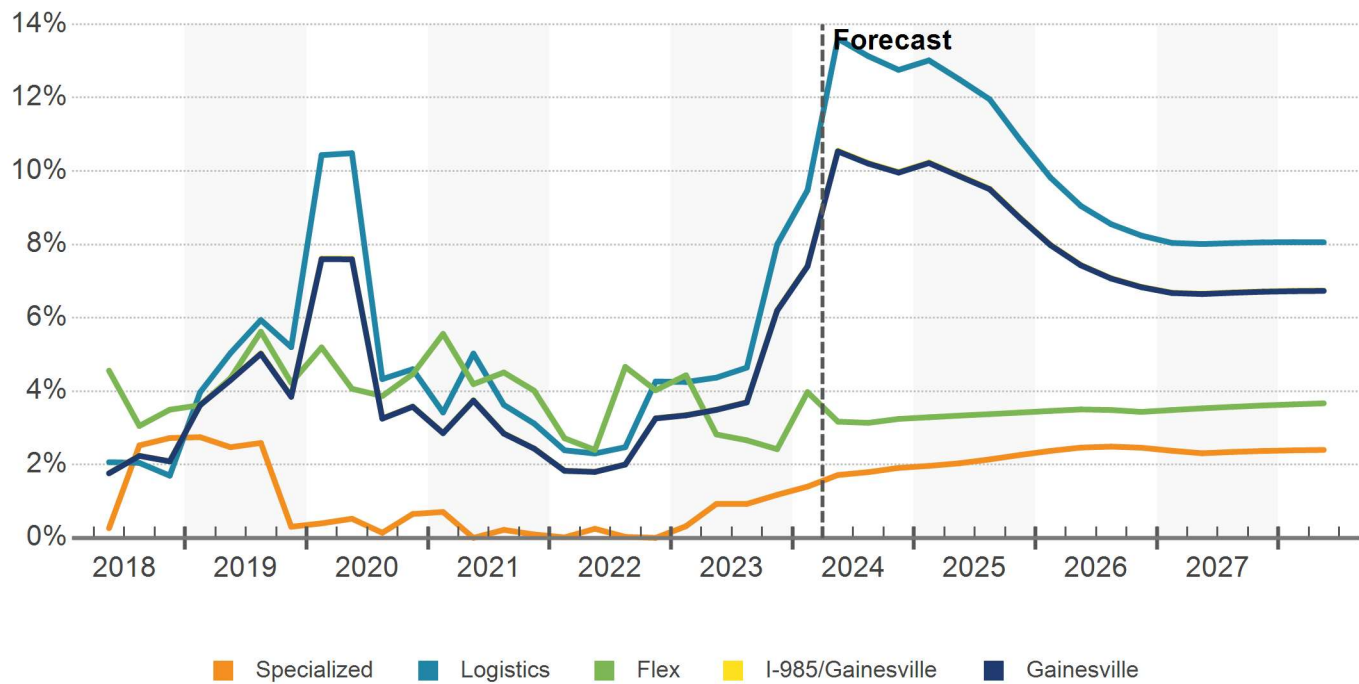
Supply expansion has also put upward pressure on vacancy and availability rates in the market. The vacancy rate has essentially doubled over the past year, to 10.1%, after reaching record lows of less than 2% in 2022.

Sublease space availabilities also increased from essentially none to nearly 1 million SF. Medmix put 300,000 SF at the Oakwood South Industrial Park on the market, and Midway International, a hair product distributor, put 285,000 SF at Buford Commerce Park on the market. Boost Transport backfilled 141,000 SF of Medmix's space, though the rest remains available.

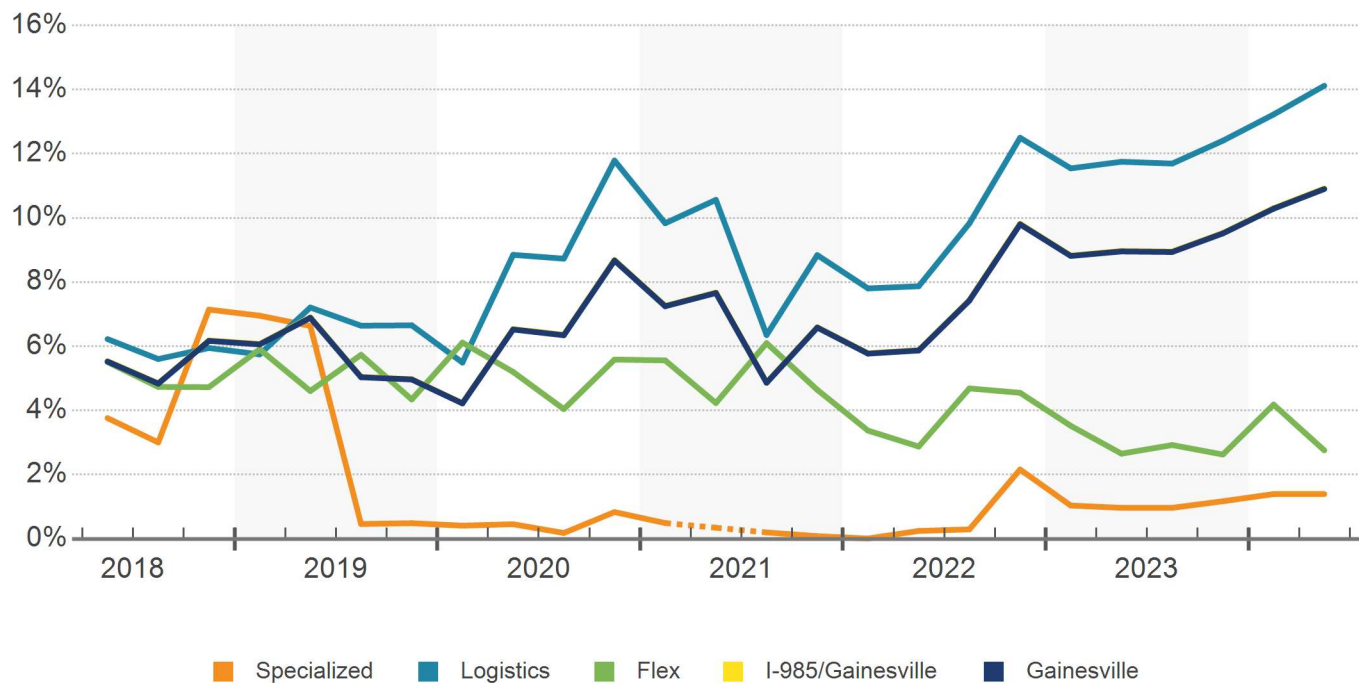
NET ABSORPTION, NET DELIVERIES & VACANCY



VACANCY RATE



AVAILABILITY RATE



4 & 5 STAR MOST ACTIVE BUILDINGS IN SUBMARKET - PAST 12 MONTHS

Property Name/Address	Rating	RBA	Deals	Leased SF	12 Mo Vacancy	12 Mo Net Absorp SF
6755 Maple Ave	★★★★☆	246,880	1	87,839	21.3%	108,811
Phase II - Presco Industrial P... 2490 Atlanta Hwy	★★★★☆	100,000	1	100,000	0%	100,000
4507 M STRINGER	★★★★☆	12,265	1	3,000	9.8%	3,000
4337 McBrayer Rd	★★★★☆	12,000	1	2,015	10.1%	(4,030)

3 STAR MOST ACTIVE BUILDINGS IN SUBMARKET - PAST 12 MONTHS

Property Name/Address	Rating	RBA	Deals	Leased SF	12 Mo Vacancy	12 Mo Net Absorp SF
Buford Trade Center 6533 McEver Rd	★ ★ ★ ★ ★	176,305	1	176,305	0%	176,305
4325 McBrayer	★ ★ ★ ★ ★	7,500	1	7,500	0%	7,500
6483 Cleveland Hwy	★ ★ ★ ★ ★	6,492	1	3,600	22.2%	3,600
4148 Industry Way	★ ★ ★ ★ ★	17,600	2	7,040	8.0%	3,056
124 High St	★ ★ ★ ★ ★	9,000	1	1,000	4.4%	1,237
5012 Bristol Industrial Way	★ ★ ★ ★ ★	33,000	1	3,000	0%	1,187
5153 Belle Wood Ct	★ ★ ★ ★ ★	10,000	1	4,000	0%	554
5143 Belle Wood Ct	★ ★ ★ ★ ★	9,400	1	4,000	0%	0
5350 McEver Rd	★ ★ ★ ★ ★	61,000	1	25,432	8.3%	0
4034 Enterprise Way	★ ★ ★ ★ ★	50,000	1	9,808	7.8%	0
5018 Bristol Industrial Way	★ ★ ★ ★ ★	30,000	1	3,000	0%	0
Building 1 940 Sherwin Pky	★ ★ ★ ★ ★	143,000	1	106,854	0%	0
1013 Airport St	★ ★ ★ ★ ★	6,000	1	6,000	0%	0
3643 Explorer Trl	★ ★ ★ ★ ★	7,000	2	3,825	11.1%	(1,950)
4042 Enterprise Way	★ ★ ★ ★ ★	50,784	2	12,759	11.2%	(3,017)
4050 Enterprise Way	★ ★ ★ ★ ★	50,000	1	4,980	4.0%	(4,980)
4350 Avery Dr	★ ★ ★ ★ ★	250,000	1	25,000	28.3%	(114,240)
1220 Palmour Dr	★ ★ ★ ★ ★	474,680	1	189,147	12.0%	(285,506)

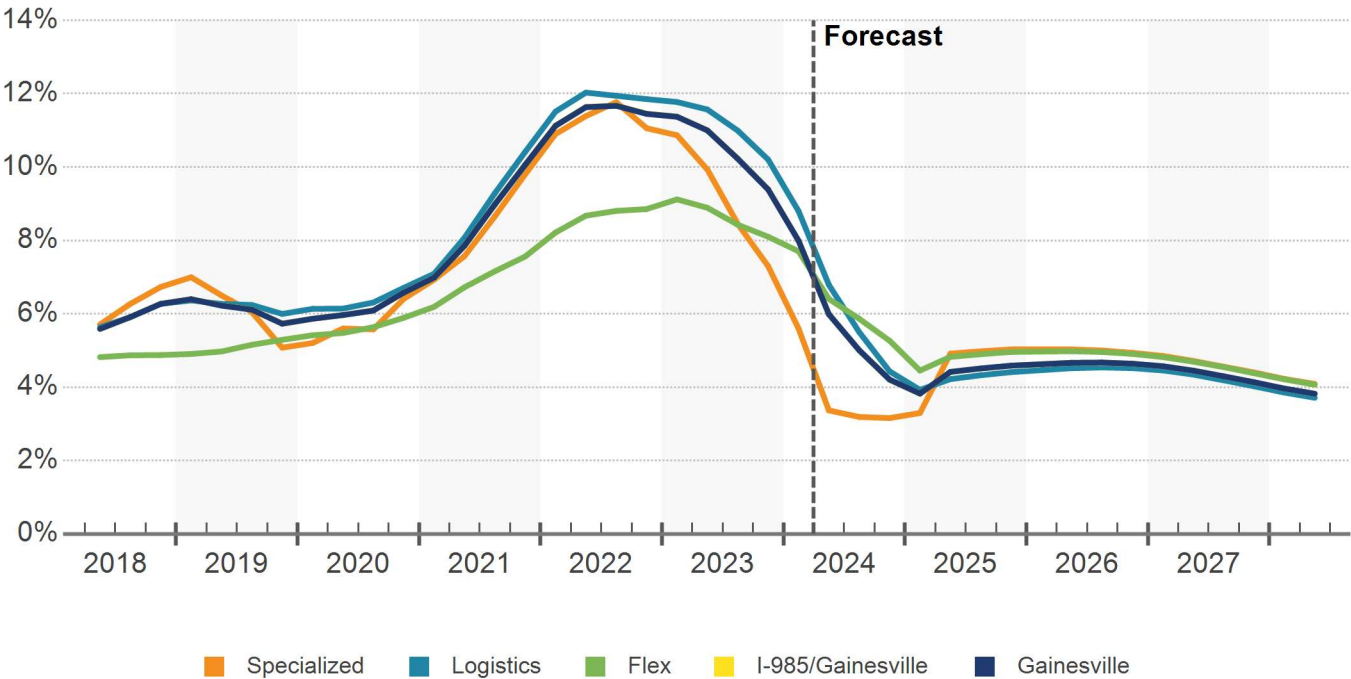
Year-over-year rent growth in the I-985/Gainesville Submarket remains relatively brisk, at 6.1% year over year. That's on par with the Atlanta market and above the national rate. However, quarterly rent growth has downshifted considerably, with rents growing by only about 1.5% in 24Q1. With a significant supply expansion underway, rent growth will likely continue compressing, especially in the largest boxes, where available space is abundant and competition for tenants is increasing.

Thanks to lower land costs and a tendency toward larger-format leases, rents in Gainesville and the I-985 area come at about a 10% discount to the nearby Atlanta market. Increased interest in the market has pushed rents up dramatically in the long term. Market rates have

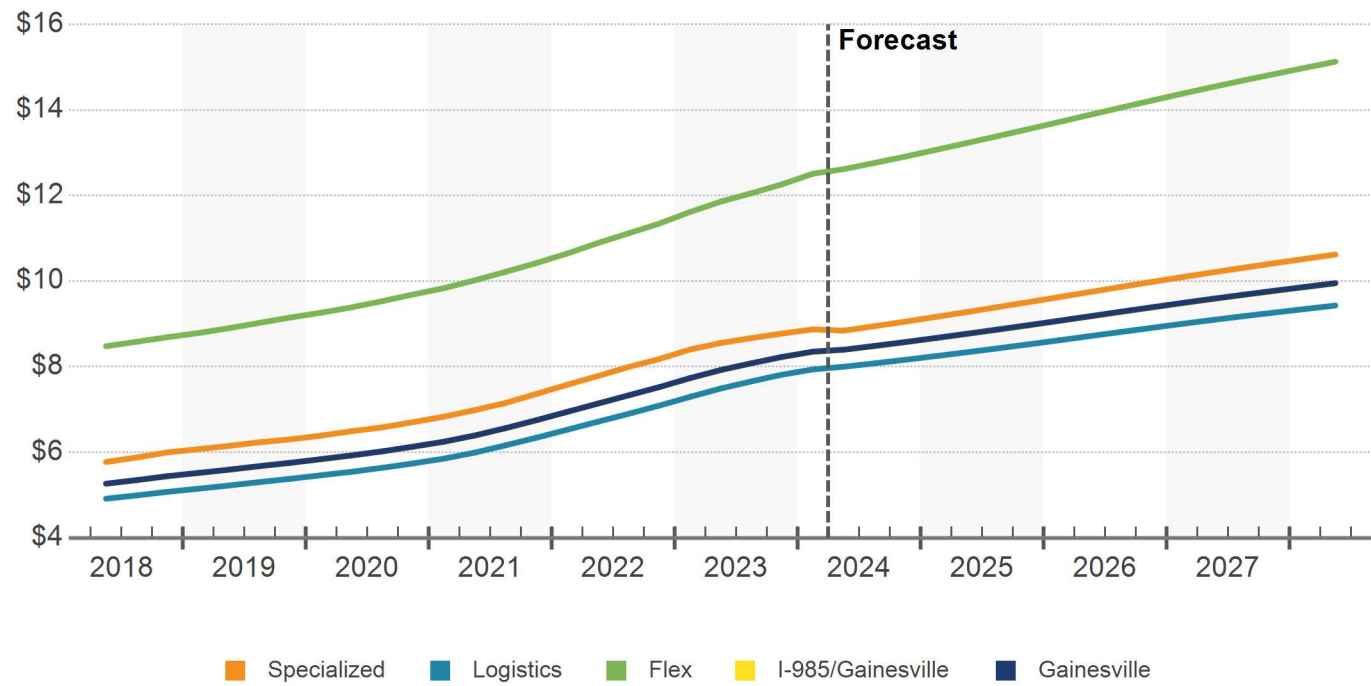
doubled since 2010 and have grown by more than 35% since 2020.

Rents vary by property age and size. While larger-format properties come at a discount here, the largest distribution space has seen rents accelerate past \$5/SF. For example, Boost Transport's recent 141,000-SF sublease at the newly built Oakwood South Industrial Park came with an asking rate of \$5.95/SF NNN in early 2023. Some second-generation warehousing space is listed for as much as \$7.50/SF NNN, while smaller-format and flex space such as the 4,000 SF at the Friendship Business Park in Buford is asking \$12/SF or higher on a net basis.

MARKET ASKING RENT GROWTH (YOY)



MARKET ASKING RENT PER SQUARE FEET



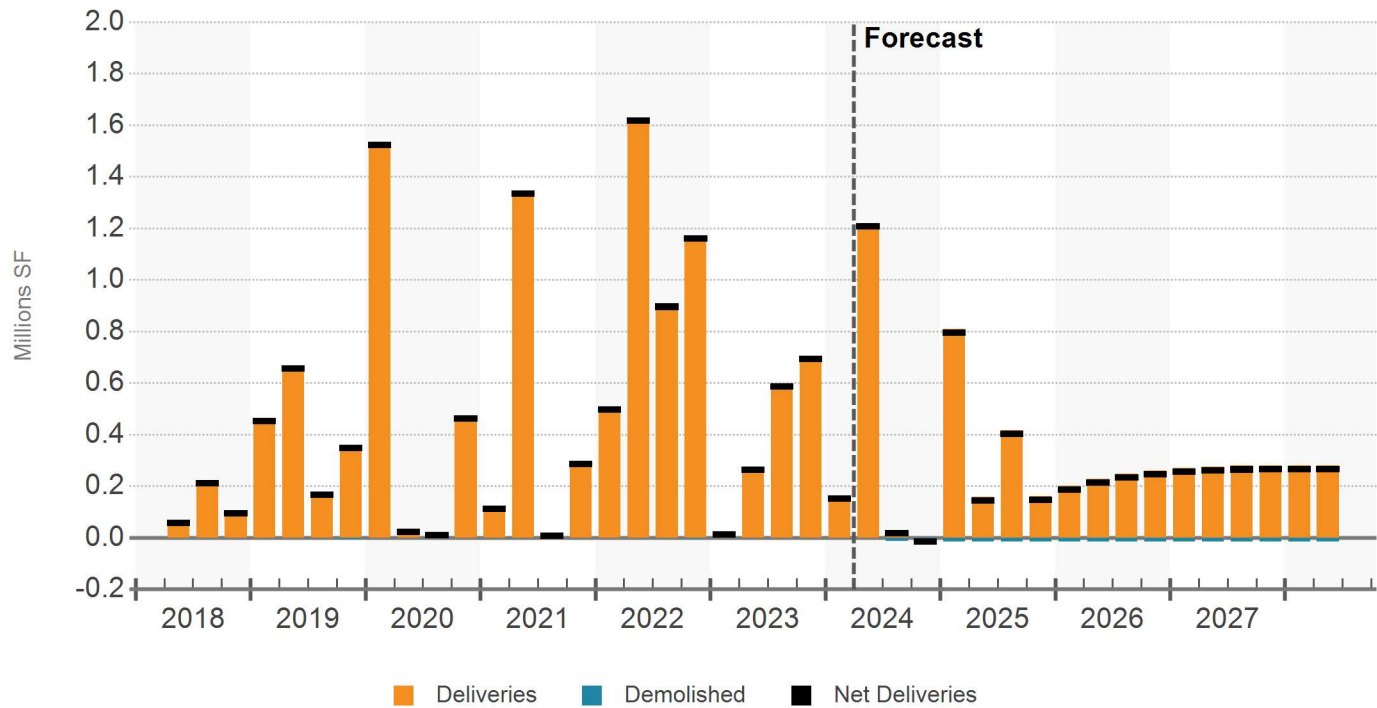
Over the past several years, the surge in demand for large-format industrial buildings has lured developers north from Atlanta along the I-985 corridor. Since 2020, over 10 million SF has delivered, expanding this market's inventory by about a third. While 75% of this space is leased, leasing activity has slowed considerably. Of the 1.5 million SF that delivered in 2023, 85% is available, and preleasing has been equally absent among the 950,000 SF under construction and scheduled to deliver in 2024 and early 2025.

Construction starts declined by 33% year over year in 2023 with no groundbreakings in the second half of the year. The 1.1 million-SF that broke ground was down by more than two-thirds compared to the height of the

construction surge in 2020. This slowdown in starts should give the market time to absorb the overhang of larger blocks of space.

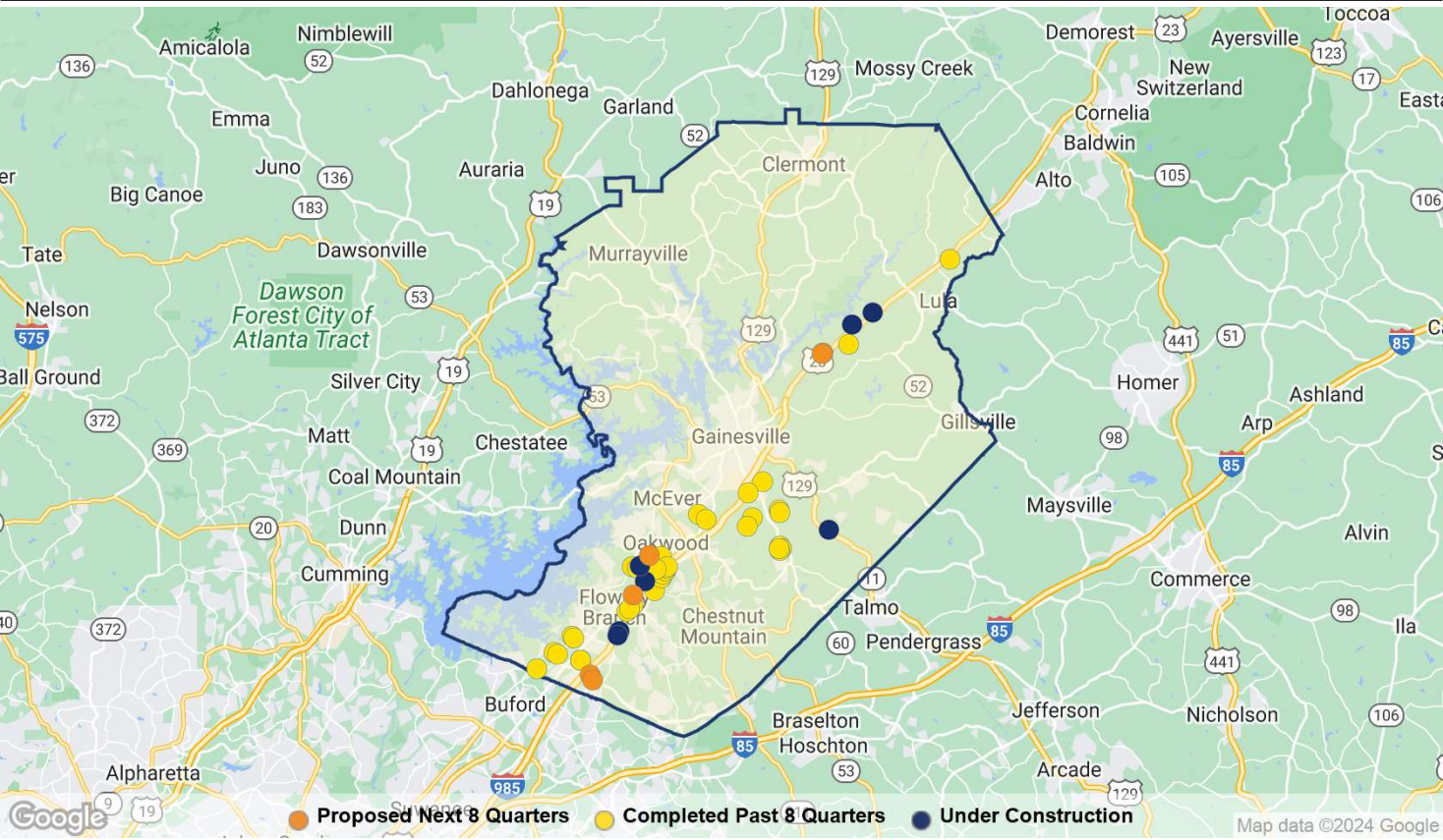
The area has had some build-to-suit manufacturing and distribution facilities for companies, such as the 600,000 SF Makita Distribution Center and the combined 1.1 million SF Amazon facility at Lanier Logistics Center. However, there has also been speculative construction in industrial parks in Flowery Branch, Oakwood, and Woodbridge. Multiple large warehouses are underway or have recently delivered in Crow Holding's West Park Logistics Center, and Oakwood Commerce Center, as well as the Buford Trade Center and Gainesville 85 Business Center.

DELIVERIES & DEMOLITIONS

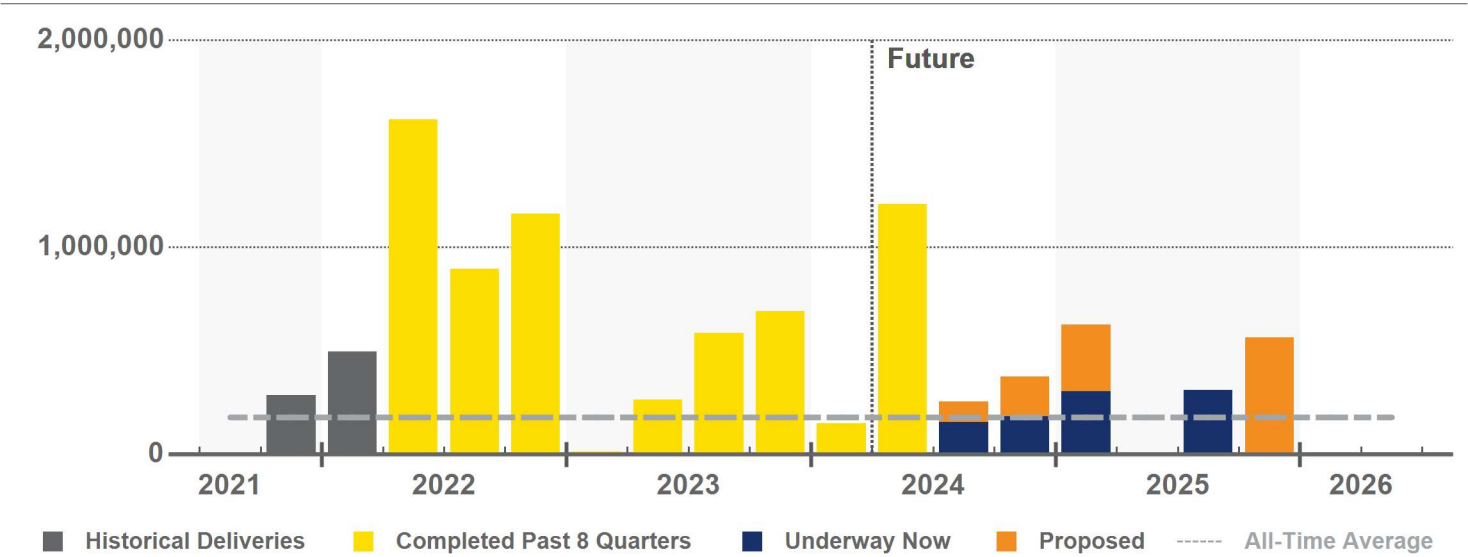


All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
720,216	6,587,761	954,161	1,177,903

PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PAST & FUTURE DELIVERIES IN SQUARE FEET



RECENT DELIVERIES

	Property Name/Address	Rating	Bldg SF	Stories	Start	Complete	Developer/Owner
1	Buford Trade Center 6533 McEver Rd	★ ★ ★ ★ ★	221,590	1	Jun 2023	Jun 2024	-
2	Oakwood Commerce Ce... 4000 Chamblee Rd	★ ★ ★ ★ ★	224,599	1	Mar 2022	Apr 2024	- Crow Holdings
3	Gainesville 85 Business... 1900 Fulenwider Rd	★ ★ ★ ★ ★	334,670	1	Nov 2023	Apr 2024	-
4	Gainesville 85 Business... 1950 Fulenwider Rd	★ ★ ★ ★ ★	250,990	1	Jun 2023	Apr 2024	-
5	Buford Trade Center 6533 McEver Rd	★ ★ ★ ★ ★	176,305	1	Jun 2023	Apr 2024	-
6	Shoreline Transfer 1829 New Harvest Rd	★ ★ ★ ★ ★	10,000	1	Oct 2023	Mar 2024	- Shoreline Transfer
7	National Trench Safety 2257 Hardwood Cir	★ ★ ★ ★ ★	2,600	1	Sep 2023	Mar 2024	- Candler Real Estate
8	Boehringer Ingelheim 2258 Hardwood Cir	★ ★ ★ ★ ★	20,000	2	Sep 2023	Mar 2024	-
9	Phase II - Presco Industr... 2490 Atlanta Hwy	★ ★ ★ ★ ★	100,000	1	Jan 2023	Feb 2024	- Presco Industrial Park West LLC
10	5241 Mountain Center Plz	★ ★ ★ ★ ★	11,000	1	Sep 2023	Feb 2024	-
11	4325 McBrayer	★ ★ ★ ★ ★	7,500	1	May 2023	Jan 2024	- Keystone Estates Inc
12	West Park Logistics Cen... 2560 West Park Dr SW	★ ★ ★ ★ ★	276,375	1	Nov 2022	Nov 2023	Crow Holdings Industrial Crow Holdings Industrial
13	2239 Hardwood Cir	★ ★ ★ ★ ★	37,000	1	May 2023	Oct 2023	-
14	Thurmon Tanner Logisti... 4755 Thurmon Tanner	★ ★ ★ ★ ★	267,300	1	Jun 2022	Oct 2023	Hines Hines
15	Thurmon Tanner Logisti... 4755 Thurmon Tanner	★ ★ ★ ★ ★	111,103	1	Jun 2022	Oct 2023	Hines Hines
16	Building 100 3920 Falcon Pky	★ ★ ★ ★ ★	221,639	1	Sep 2022	Aug 2023	Centris Industrial -
17	Building 200 3920 Falcon Pky	★ ★ ★ ★ ★	125,817	1	Sep 2022	Aug 2023	Centris Industrial -
18	Building 300 3920 Falcon Pky	★ ★ ★ ★ ★	148,739	1	Sep 2022	Aug 2023	Centris Industrial -
19	1673 Barber Rd	★ ★ ★ ★ ★	90,133	1	Nov 2022	Jul 2023	-
20	McEver 985 Distribution... 5761 McEver Rd	★ ★ ★ ★ ★	214,481	1	Jul 2022	May 2023	- Cabot Properties Inc

UNDER CONSTRUCTION

	Property Name/Address	Rating	Bldg SF	Stories	Start	Complete	Developer/Owner
1	Cornelia Hwy	★ ★ ★ ★ ★	304,920	1	Mar 2024	Jan 2025	-

UNDER CONSTRUCTION

Property Name/Address	Rating	Bldg SF	Stories	Start	Complete	Developer/Owner
2 3875 Cornelia Hwy	★★★★☆	300,000	1	Jan 2024	Jul 2025	-
3 Avery Drive Commerce... 4326 Avery Dr	★★★★★	183,125	1	Apr 2024	Oct 2024	-
4 3117 Athens Hwy	★★★★★	116,141	1	Jul 2023	Jul 2024	The Adams Companies Agile Cold Storage
5 5117 Hog Mountain Road	★★★☆☆	10,000	1	Jan 2024	Aug 2024	-
6 5086 Hog Mountain Rd	★★★☆☆	10,000	1	Jan 2024	Aug 2024	-
7 5118 Hog Mountain Rd	★★★☆☆	10,000	1	Jan 2024	Aug 2024	-
8 5119 Hog Mountain Road	★★★☆☆	10,000	1	Jan 2024	Aug 2025	-
9 4325 McBrayer Rd	★★★☆☆	9,975	1	May 2024	Aug 2024	-

PROPOSED

Property Name/Address	Rating	Bldg SF	Stories	Start	Complete	Developer/Owner
1 Building 300 Friendship Rd	★★★★★	535,300	1	Dec 2024	Dec 2025	-
2 Friendship Road	★★★★☆	320,603	1	Aug 2024	Mar 2025	-
3 Flowery Branch Busines... 4641 Thurmon Tanner Pky	★★★★☆	192,000	1	Jun 2024	Dec 2024	Pattillo Industrial Real Estate
4 Lanier Oaks Logistics C... 0 Chamblee Rd	★★★★☆	100,000	1	Jul 2024	Sep 2024	-
5 White Sulphur Rd. Tract 4	★★★☆☆	25,000	1	Dec 2024	Dec 2025	-
6 White Sulphur Rd. Tract 3	★★★☆☆	5,000	1	Oct 2024	Oct 2025	-

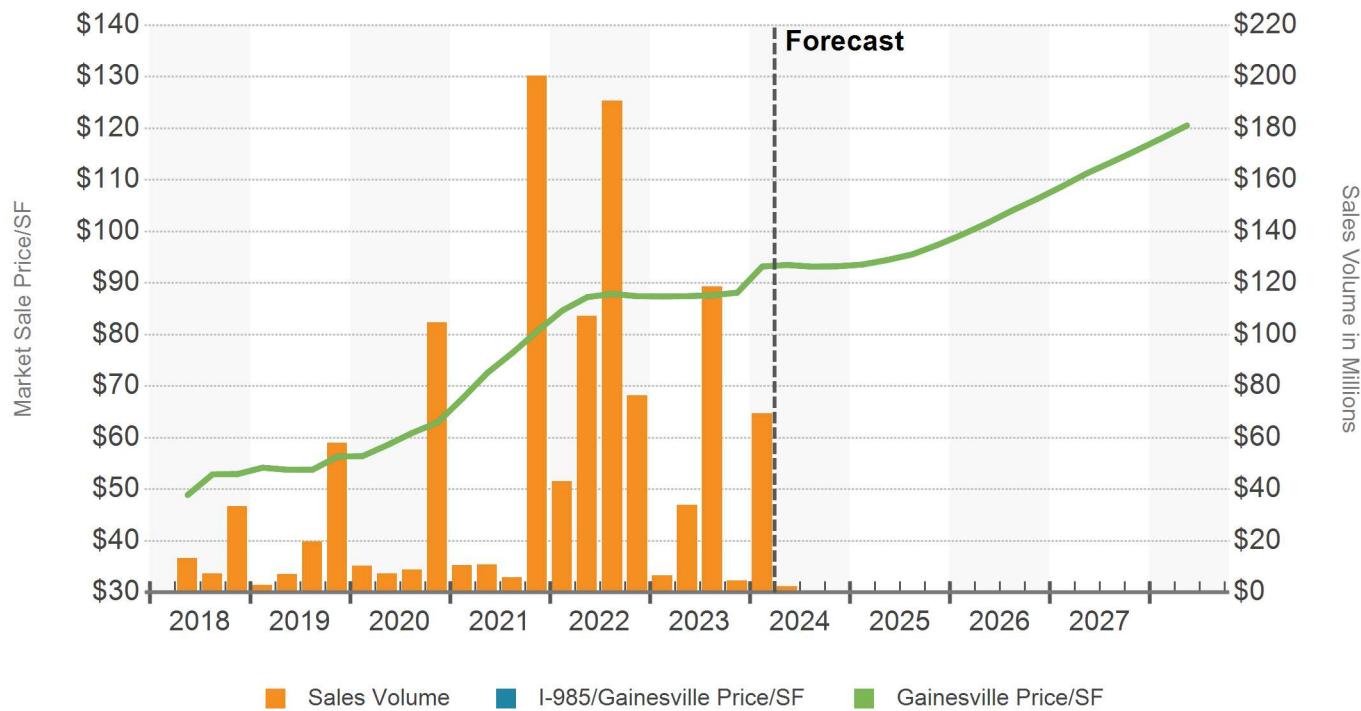
While elevated interest rates have thinned the buyer pool for industrial properties, continued rent growth and the long-term population and job growth prospects in Gainesville and the nearby Atlanta area have kept the exurban market on many national investors' radar. While there were few transactions larger than \$10 million, some major investors closed large deals.

In February 2024, Boston-based institutional investment manager National Financial Services purchased Thurmon Tanner Logistics Building A from the Houston-based developer Hines. The 2022-built 5 Star warehouse

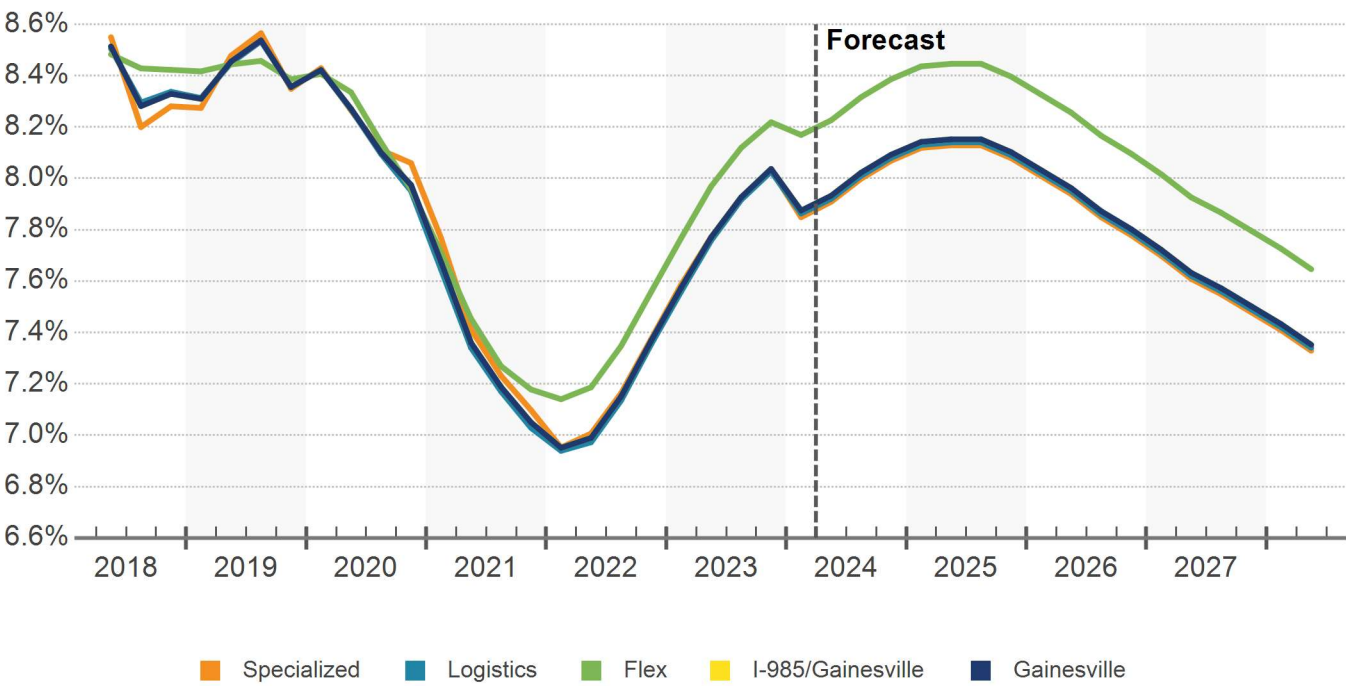
closed for \$58.7 million or \$131,000/SF. At the time of sale, the property was fully leased to Mars, Inc.

A focus on credit tenants with long-term leases brought Blackstone into the market in September, when IDI Logistics put the Lanier Logistics Center on the market. The two-property, 1.1 million-SF center has been fully leased to Amazon since 2020. As part of a portfolio sale, Blackstone purchased the Buford Industrial Park along with a 500,000-SF New Jersey warehouse leased to FedEx for a total of \$268.5 million.

SALES VOLUME & MARKET SALE PRICE PER SF



MARKET CAP RATE

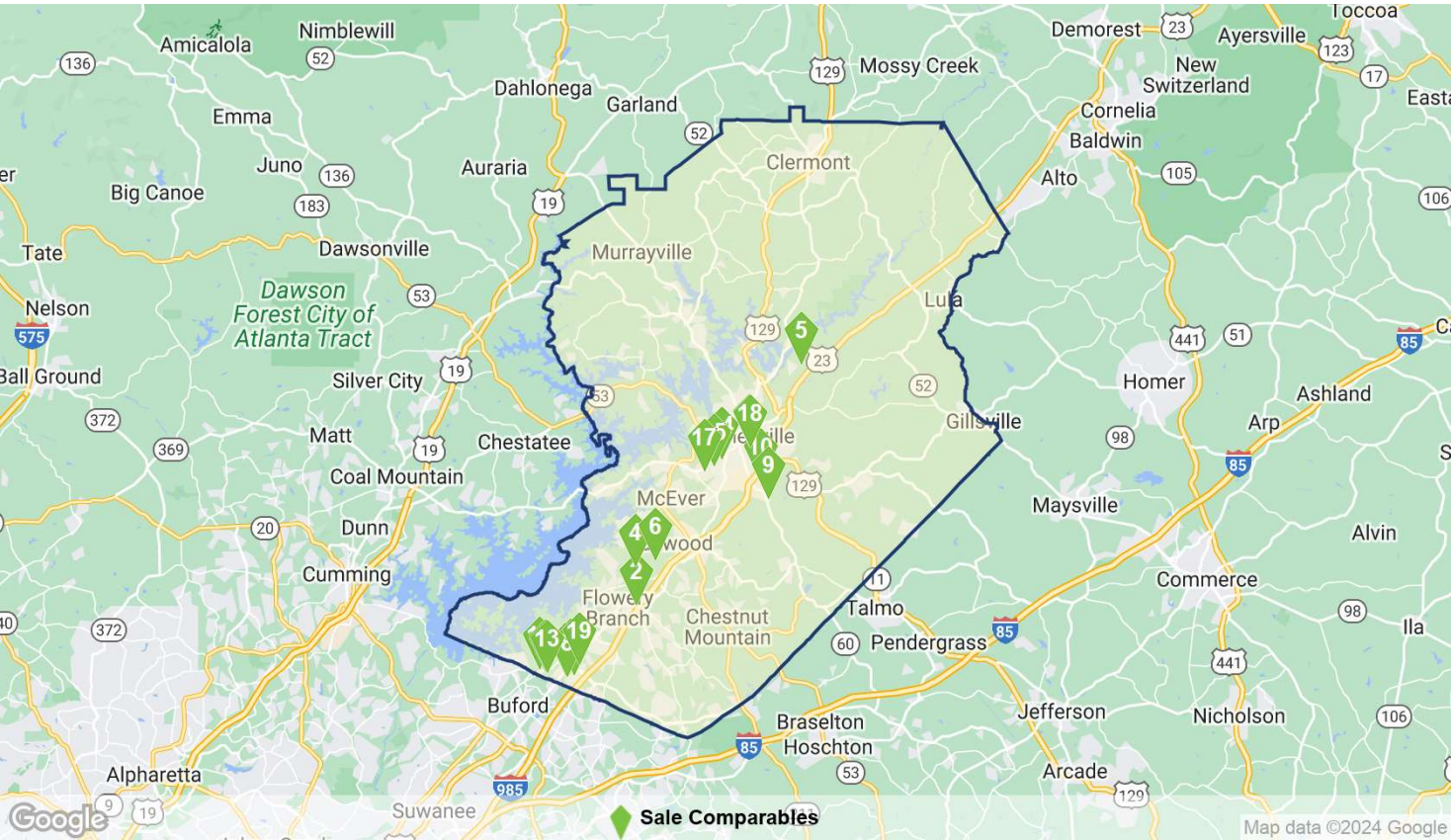


Sales Past 12 Months

I-985/Gainesville Industrial

Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
36	-	\$104	9.4%

SALE COMPARABLE LOCATIONS



SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$253,500	\$8,014,748	\$1,475,000	\$66,016,747
Price/SF	\$23	\$104	\$123	\$671
Cap Rate	-	-	-	-
Time Since Sale in Months	0.5	7.7	8.1	11.9
Property Attributes	Low	Average	Median	High
Building SF	1,903	67,658	10,872	815,563
Ceiling Height	14'	22'2"	20'	40'
Docks	0	12	1	165
Vacancy Rate At Sale	0%	9.4%	0%	100%
Year Built	1950	1991	1997	2023
Star Rating	★★★★★	★★★★★ 2.2	★★★★★	★★★★★



Sales Past 12 Months

I-985/Gainesville Industrial

RECENT SIGNIFICANT SALES

Property Name - Address	Property				Sale			
	Rating	Yr Built	Bldg SF	Vacancy	Sale Date	Price	Price/SF	Cap Rate
1 Lanier Logistics Center -... 5000 Lanier Islands Pky	★★★★★	2020	815,563	0%	9/26/2023	\$66,016,747	\$81	-
2 Thurmon Tanner Logisti... 4755 Thurmon Tanner	★★★★★	2022	447,120	0%	2/1/2024	\$58,700,000	\$131	-
3 Lanier Logistics Center -... 920 Logistics Pky	★★★★★	2020	301,946	0%	9/26/2023	\$36,483,253	\$121	-
4 McEver 985 Distribution... 5761 McEver Rd	★★★★★	2023	214,481	100%	6/29/2023	\$23,592,910	\$110	-
5 2731 White Sulphur Rd	★★★★☆	2016	114,200	0%	8/4/2023	\$6,200,000	\$54	-
6 4119 W White Rd	★★★★☆	2018	18,908	0%	7/31/2023	\$5,300,000	\$280	-
7 5045 Bristol Industrial Way	★★★★☆	2000	43,956	0%	1/25/2024	\$4,000,000	\$91	-
8 Bldg B 5106 Bristol Industrial Way	★★★★☆	1999	13,737	0%	1/31/2024	\$2,620,000	\$191	-
9 1536 Fullenwider Rd	★★★★☆	1997	3,500	0%	6/3/2024	\$2,350,000	\$671	-
10 2348 Monroe Dr	★★★★☆	1980	16,061	0%	6/21/2023	\$2,000,000	\$125	-
11 2920 Waterworks Rd	★★★★☆	2022	22,000	0%	2/16/2024	\$1,850,000	\$84	-
12 1094 Parkway Industrial...	★★★★☆	2004	10,800	0%	7/10/2023	\$1,800,000	\$167	-
13 1085 Parkway Industrial...	★★★★☆	1999	10,000	0%	12/18/2023	\$1,700,000	\$170	-
14 400 Highland Ter	★★★★☆	-	17,589	0%	6/27/2023	\$1,500,000	\$85	-
15 2171 Hilton Dr	★★★★☆	1983	9,600	0%	8/21/2023	\$1,450,000	\$151	-
16 Midtown Industrial Buildi... 886 Bradford St SW	★★★★☆	1983	10,944	0%	6/28/2023	\$1,383,000	\$126	-
9 1536 Fullenwider Rd	★★★★☆	1997	3,500	0%	12/20/2023	\$1,150,000	\$329	-
17 2340 Murphy Blvd	★★★★☆	-	7,469	0%	6/30/2023	\$995,000	\$133	-
18 889 Bradford St SE	★★★★☆	1951	17,000	0%	12/7/2023	\$850,000	\$50	-
19 5007 Bu Bowman Dr	★★★★☆	-	10,000	0%	2/13/2024	\$842,200	\$84	-



Supply & Demand Trends

I-985/Gainesville Industrial

OVERALL SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	44,399,269	1,059,457	2.4%	983,197	2.2%	1.1
2027	43,339,812	1,046,330	2.5%	1,029,632	2.4%	1.0
2026	42,293,482	878,180	2.1%	1,600,580	3.8%	0.5
2025	41,415,302	1,488,314	3.7%	1,856,696	4.5%	0.8
2024	39,926,988	1,361,324	3.5%	(227,060)	-0.6%	-
YTD	39,924,918	1,359,254	3.5%	(297,886)	-0.7%	-
2023	38,565,664	1,554,127	4.2%	368,973	1.0%	4.2
2022	37,011,537	4,168,624	12.7%	3,761,741	10.2%	1.1
2021	32,842,913	1,738,409	5.6%	2,052,237	6.2%	0.8
2020	31,104,504	2,016,255	6.9%	2,023,398	6.5%	1.0
2019	29,088,249	1,622,503	5.9%	1,075,227	3.7%	1.5
2018	27,465,746	418,386	1.5%	774,388	2.8%	0.5
2017	27,047,360	289,840	1.1%	907,501	3.4%	0.3
2016	26,757,520	1,116,609	4.4%	450,315	1.7%	2.5
2015	25,640,911	50,000	0.2%	487,526	1.9%	0.1
2014	25,590,911	27,000	0.1%	503,389	2.0%	0.1
2013	25,563,911	46,062	0.2%	836,922	3.3%	0.1
2012	25,517,849	393,992	1.6%	1,049,700	4.1%	0.4

SPECIALIZED INDUSTRIAL SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	8,767,831	62,326	0.7%	57,669	0.7%	1.1
2027	8,705,505	61,533	0.7%	68,024	0.8%	0.9
2026	8,643,972	50,526	0.6%	32,712	0.4%	1.5
2025	8,593,446	8,659	0.1%	(21,554)	-0.3%	-
2024	8,584,787	(5,345)	-0.1%	(68,145)	-0.8%	-
YTD	8,590,132	0	0%	(19,172)	-0.2%	-
2023	8,590,132	12,265	0.1%	(88,553)	-1.0%	-
2022	8,577,867	648,800	8.2%	656,125	7.6%	1.0
2021	7,929,067	0	0%	44,225	0.6%	0
2020	7,929,067	318,672	4.2%	290,209	3.7%	1.1
2019	7,610,395	342,302	4.7%	516,965	6.8%	0.7
2018	7,268,093	145,714	2.0%	(10,836)	-0.1%	-
2017	7,122,379	0	0%	563,600	7.9%	0
2016	7,122,379	651,500	10.1%	120,450	1.7%	5.4
2015	6,470,879	0	0%	367,184	5.7%	0
2014	6,470,879	0	0%	109,690	1.7%	0
2013	6,470,879	0	0%	10,876	0.2%	0
2012	6,470,879	250,000	4.0%	412,638	6.4%	0.6

Supply & Demand Trends

I-985/Gainesville Industrial

LOGISTICS SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	33,749,505	999,622	3.1%	929,656	2.8%	1.1
2027	32,749,883	987,248	3.1%	966,956	3.0%	1.0
2026	31,762,635	830,099	2.7%	1,570,263	4.9%	0.5
2025	30,932,536	1,482,120	5.0%	1,883,566	6.1%	0.8
2024	29,450,416	1,367,791	4.9%	(142,332)	-0.5%	-
YTD	29,441,879	1,359,254	4.8%	(270,274)	-0.9%	-
2023	28,082,625	1,541,862	5.8%	427,132	1.5%	3.6
2022	26,540,763	3,521,405	15.3%	3,107,358	11.7%	1.1
2021	23,019,358	1,738,409	8.2%	1,999,436	8.7%	0.9
2020	21,280,949	1,692,783	8.6%	1,733,080	8.1%	1.0
2019	19,588,166	1,280,201	7.0%	572,123	2.9%	2.2
2018	18,307,965	254,962	1.4%	722,280	3.9%	0.4
2017	18,053,003	289,840	1.6%	391,630	2.2%	0.7
2016	17,763,163	455,109	2.6%	297,315	1.7%	1.5
2015	17,308,054	50,000	0.3%	127,978	0.7%	0.4
2014	17,258,054	17,000	0.1%	301,818	1.7%	0.1
2013	17,241,054	36,062	0.2%	774,544	4.5%	0
2012	17,204,992	131,490	0.8%	675,859	3.9%	0.2

FLEX SUPPLY & DEMAND

Year	Inventory			Net Absorption		
	SF	SF Growth	% Growth	SF	% of Inv	Construction Ratio
2028	1,881,933	(2,491)	-0.1%	(4,128)	-0.2%	-
2027	1,884,424	(2,451)	-0.1%	(5,348)	-0.3%	-
2026	1,886,875	(2,445)	-0.1%	(2,395)	-0.1%	-
2025	1,889,320	(2,465)	-0.1%	(5,316)	-0.3%	-
2024	1,891,785	(1,122)	-0.1%	(16,583)	-0.9%	-
YTD	1,892,907	0	0%	(8,440)	-0.4%	-
2023	1,892,907	0	0%	30,394	1.6%	0
2022	1,892,907	(1,581)	-0.1%	(1,742)	-0.1%	-
2021	1,894,488	0	0%	8,576	0.5%	0
2020	1,894,488	4,800	0.3%	109	0%	44.0
2019	1,889,688	0	0%	(13,861)	-0.7%	-
2018	1,889,688	17,710	0.9%	62,944	3.3%	0.3
2017	1,871,978	0	0%	(47,729)	-2.5%	-
2016	1,871,978	10,000	0.5%	32,550	1.7%	0.3
2015	1,861,978	0	0%	(7,636)	-0.4%	-
2014	1,861,978	10,000	0.5%	91,881	4.9%	0.1
2013	1,851,978	10,000	0.5%	51,502	2.8%	0.2
2012	1,841,978	12,502	0.7%	(38,797)	-2.1%	-

OVERALL RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$10.12	221	3.6%	23.0%	2,990,160	6.7%	0%
2027	\$9.76	213	4.1%	18.8%	2,912,092	6.7%	-0.1%
2026	\$9.38	205	4.6%	14.0%	2,893,758	6.8%	-1.9%
2025	\$8.96	196	4.6%	9.0%	3,614,419	8.7%	-1.2%
2024	\$8.57	187	4.2%	4.2%	3,981,708	10.0%	3.8%
YTD	\$8.37	183	6.1%	1.8%	4,049,599	10.1%	3.9%
2023	\$8.22	180	9.4%	0%	2,392,459	6.2%	2.9%
2022	\$7.52	164	11.5%	-8.6%	1,207,305	3.3%	0.8%
2021	\$6.74	147	10.1%	-18.0%	800,422	2.4%	-1.1%
2020	\$6.13	134	6.6%	-25.5%	1,114,250	3.6%	-0.3%
2019	\$5.75	126	5.7%	-30.1%	1,121,393	3.9%	1.8%
2018	\$5.44	119	6.3%	-33.9%	574,117	2.1%	-1.4%
2017	\$5.12	112	5.3%	-37.8%	935,519	3.5%	-2.3%
2016	\$4.86	106	4.3%	-40.9%	1,553,180	5.8%	2.3%
2015	\$4.66	102	3.8%	-43.4%	886,886	3.5%	-1.7%
2014	\$4.49	98	3.4%	-45.4%	1,324,412	5.2%	-1.9%
2013	\$4.34	95	2.7%	-47.2%	1,800,801	7.0%	-3.1%
2012	\$4.23	92	0.5%	-48.6%	2,591,661	10.2%	-2.8%

SPECIALIZED INDUSTRIAL RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$10.82	210	3.9%	23.3%	211,155	2.4%	0%
2027	\$10.42	202	4.4%	18.7%	206,179	2.4%	-0.1%
2026	\$9.98	193	4.9%	13.7%	212,357	2.5%	0.2%
2025	\$9.51	184	5.0%	8.3%	194,237	2.3%	0.4%
2024	\$9.05	175	3.2%	3.2%	163,750	1.9%	0.7%
YTD	\$8.84	171	3.6%	0.8%	119,990	1.4%	0.2%
2023	\$8.78	170	7.3%	0%	100,818	1.2%	1.2%
2022	\$8.18	159	11.1%	-6.8%	0	0%	-0.1%
2021	\$7.36	143	9.8%	-16.1%	7,325	0.1%	-0.6%
2020	\$6.71	130	6.4%	-23.6%	51,550	0.7%	0.3%
2019	\$6.30	122	5.1%	-28.2%	23,087	0.3%	-2.4%
2018	\$6	116	6.7%	-31.6%	197,750	2.7%	2.1%
2017	\$5.62	109	5.3%	-36.0%	41,200	0.6%	-7.9%
2016	\$5.34	103	4.3%	-39.2%	604,800	8.5%	7.4%
2015	\$5.12	99	3.2%	-41.7%	73,750	1.1%	-5.7%
2014	\$4.96	96	3.2%	-43.5%	440,934	6.8%	-1.7%
2013	\$4.81	93	2.7%	-45.2%	550,624	8.5%	-0.2%
2012	\$4.68	91	0.1%	-46.7%	561,500	8.7%	-3.0%

LOGISTICS RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$9.59	226	3.5%	22.7%	2,709,036	8.0%	0%
2027	\$9.26	218	4.0%	18.5%	2,637,921	8.1%	-0.2%
2026	\$8.91	210	4.5%	14.0%	2,616,613	8.2%	-2.6%
2025	\$8.52	201	4.4%	9.0%	3,355,663	10.8%	-1.9%
2024	\$8.16	192	4.4%	4.4%	3,756,621	12.8%	4.8%
YTD	\$7.98	188	6.9%	2.1%	3,875,414	13.2%	5.2%
2023	\$7.81	184	10.2%	0%	2,245,886	8.0%	3.7%
2022	\$7.09	167	11.9%	-9.3%	1,131,156	4.3%	1.1%
2021	\$6.34	149	10.4%	-18.9%	717,109	3.1%	-1.5%
2020	\$5.74	135	6.7%	-26.5%	978,136	4.6%	-0.6%
2019	\$5.38	127	6.0%	-31.1%	1,018,433	5.2%	3.5%
2018	\$5.08	120	6.3%	-35.0%	310,355	1.7%	-2.6%
2017	\$4.78	113	5.3%	-38.9%	783,073	4.3%	-0.6%
2016	\$4.54	107	4.4%	-41.9%	884,863	5.0%	0.8%
2015	\$4.35	103	4.1%	-44.4%	727,069	4.2%	-0.5%
2014	\$4.18	99	3.6%	-46.5%	805,047	4.7%	-1.7%
2013	\$4.03	95	2.7%	-48.4%	1,089,865	6.3%	-4.3%
2012	\$3.93	93	0.6%	-49.7%	1,828,347	10.6%	-3.3%

FLEX RENT & VACANCY

Year	Market Asking Rent				Vacancy		
	Per SF	Index	% Growth	Vs Hist Peak	SF	Percent	Ppts Chg
2028	\$15.40	212	3.8%	25.6%	69,969	3.7%	0.1%
2027	\$14.84	204	4.4%	21.0%	67,992	3.6%	0.2%
2026	\$14.21	195	4.9%	15.9%	64,788	3.4%	0%
2025	\$13.55	186	5.0%	10.5%	64,519	3.4%	0.2%
2024	\$12.91	177	5.3%	5.3%	61,337	3.2%	0.8%
YTD	\$12.58	173	6.4%	2.6%	54,195	2.9%	0.4%
2023	\$12.26	168	8.1%	0%	45,755	2.4%	-1.6%
2022	\$11.34	156	8.9%	-7.5%	76,149	4.0%	0%
2021	\$10.42	143	7.6%	-15.0%	75,988	4.0%	-0.5%
2020	\$9.69	133	5.9%	-21.0%	84,564	4.5%	0.2%
2019	\$9.15	126	5.3%	-25.4%	79,873	4.2%	0.7%
2018	\$8.69	119	4.9%	-29.1%	66,012	3.5%	-2.4%
2017	\$8.29	114	5.2%	-32.4%	111,246	5.9%	2.5%
2016	\$7.88	108	4.3%	-35.8%	63,517	3.4%	-1.2%
2015	\$7.55	104	3.9%	-38.4%	86,067	4.6%	0.4%
2014	\$7.27	100	2.5%	-40.7%	78,431	4.2%	-4.4%
2013	\$7.09	97	1.8%	-42.2%	160,312	8.7%	-2.3%
2012	\$6.97	96	0.9%	-43.2%	201,814	11.0%	2.7%

OVERALL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$124.62	353	7.3%
2027	-	-	-	-	-	-	\$115.79	328	7.5%
2026	-	-	-	-	-	-	\$106.33	301	7.8%
2025	-	-	-	-	-	-	\$97.38	276	8.1%
2024	-	-	-	-	-	-	\$93.27	264	8.1%
YTD	9	\$71.7M	1.4%	\$7,970,411	\$127.44	-	\$93.77	265	7.9%
2023	40	\$163.8M	5.2%	\$5,649,147	\$94.64	-	\$88.16	249	8.0%
2022	82	\$417.3M	11.6%	\$5,878,133	\$99.82	9.0%	\$87.47	248	7.4%
2021	61	\$227.7M	7.3%	\$4,296,837	\$103.40	-	\$80.72	228	7.0%
2020	53	\$131.2M	7.0%	\$2,792,152	\$61.62	8.6%	\$62.96	178	8.0%
2019	47	\$87.5M	7.8%	\$2,733,481	\$41.91	7.8%	\$56.36	160	8.4%
2018	63	\$60.9M	6.1%	\$1,352,703	\$39.59	8.0%	\$52.98	150	8.3%
2017	46	\$52M	5.7%	\$1,443,503	\$43.76	9.2%	\$47.18	134	8.5%
2016	31	\$16.5M	2.2%	\$609,294	\$35.41	8.3%	\$46	130	8.2%
2015	34	\$33.5M	5.7%	\$1,115,956	\$23.62	9.9%	\$43.52	123	8.2%
2014	41	\$34.1M	3.9%	\$874,524	\$34.83	-	\$40.08	113	8.5%
2013	52	\$31.6M	3.1%	\$830,971	\$45.94	6.9%	\$37.25	105	8.7%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

SPECIALIZED INDUSTRIAL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$110.80	365	7.2%
2027	-	-	-	-	-	-	\$102.70	338	7.5%
2026	-	-	-	-	-	-	\$94.07	310	7.8%
2025	-	-	-	-	-	-	\$85.92	283	8.1%
2024	-	-	-	-	-	-	\$81.95	270	8.1%
YTD	3	\$1.4M	0.3%	\$457,167	\$60.76	-	\$82.38	271	7.9%
2023	8	\$3.4M	2.3%	\$1,120,000	\$104.17	-	\$77.09	254	8.0%
2022	10	\$54.8M	4.0%	\$6,088,340	\$161.26	9.0%	\$76.60	252	7.4%
2021	11	\$27.2M	3.0%	\$3,024,761	\$118.42	-	\$70.28	231	7.1%
2020	10	\$3.6M	0.8%	\$397,511	\$62.18	-	\$54.67	180	8.1%
2019	7	\$20.6M	10.0%	\$3,433,000	\$27.26	8.1%	\$50.42	166	8.3%
2018	6	\$5.5M	1.0%	\$1,102,678	\$82.64	7.5%	\$47.85	158	8.3%
2017	8	\$1.7M	4.2%	\$430,875	\$52.09	-	\$41.03	135	8.6%
2016	7	\$2.7M	1.9%	\$446,083	\$38.54	-	\$39.38	130	8.3%
2015	4	\$7.1M	5.1%	\$2,376,667	\$21.70	-	\$36.66	121	8.3%
2014	14	\$10.7M	6.3%	\$824,128	\$27.53	-	\$34.34	113	8.6%
2013	9	\$15M	3.5%	\$2,494,342	\$74.74	-	\$32.38	107	8.7%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

LOGISTICS SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$125.41	350	7.2%
2027	-	-	-	-	-	-	\$116.61	326	7.5%
2026	-	-	-	-	-	-	\$107.17	299	7.8%
2025	-	-	-	-	-	-	\$98.23	275	8.1%
2024	-	-	-	-	-	-	\$94.22	263	8.1%
YTD	5	\$67.7M	1.8%	\$13,548,440	\$128.65	-	\$94.74	265	7.9%
2023	26	\$157.1M	6.4%	\$7,141,291	\$93.97	-	\$88.95	249	8.0%
2022	59	\$349M	14.4%	\$6,842,257	\$93.34	-	\$88.32	247	7.4%
2021	40	\$195.8M	9.2%	\$5,437,959	\$101.56	-	\$81.55	228	7.0%
2020	35	\$119.7M	9.4%	\$3,990,597	\$61.21	8.6%	\$63.45	177	8.0%
2019	32	\$62.3M	7.1%	\$2,964,519	\$48.95	7.0%	\$56.45	158	8.4%
2018	51	\$51.5M	8.3%	\$1,471,939	\$37.19	8.3%	\$53.01	148	8.3%
2017	34	\$46.6M	6.6%	\$1,607,086	\$42.56	9.2%	\$47.49	133	8.5%
2016	15	\$8.4M	2.0%	\$703,079	\$27.92	-	\$46.49	130	8.2%
2015	20	\$21.9M	5.8%	\$1,288,253	\$22.46	-	\$44.14	123	8.2%
2014	24	\$22.5M	3.4%	\$977,156	\$39.06	-	\$40.58	113	8.5%
2013	36	\$15.3M	3.0%	\$547,718	\$33.33	6.9%	\$37.62	105	8.7%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

FLEX SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/SF	Avg Cap Rate	Price/SF	Price Index	Cap Rate
2028	-	-	-	-	-	-	\$174.66	345	7.5%
2027	-	-	-	-	-	-	\$161.96	320	7.8%
2026	-	-	-	-	-	-	\$148.44	293	8.1%
2025	-	-	-	-	-	-	\$135.65	268	8.4%
2024	-	-	-	-	-	-	\$129.48	256	8.4%
YTD	1	\$2.6M	0.7%	\$2,620,000	\$190.73	-	\$129.84	256	8.2%
2023	6	\$3.4M	1.8%	\$839,213	\$124.81	-	\$125.55	248	8.2%
2022	13	\$13.6M	6.6%	\$1,236,118	\$132.44	-	\$123.17	243	7.6%
2021	10	\$4.7M	3.2%	\$592,875	\$105.09	-	\$114.72	227	7.2%
2020	8	\$7.9M	6.1%	\$991,951	\$68.31	8.5%	\$92.67	183	8.0%
2019	8	\$4.6M	5.4%	\$923,700	\$77.36	-	\$81.77	161	8.4%
2018	6	\$3.8M	4.9%	\$768,077	\$44.99	-	\$75.88	150	8.4%
2017	4	\$3.6M	3.5%	\$1,212,367	\$61.46	-	\$70.05	138	8.5%
2016	9	\$5.3M	5.0%	\$593,056	\$57.40	8.3%	\$68.29	135	8.2%
2015	10	\$4.4M	6.1%	\$444,839	\$39.13	9.9%	\$64.73	128	8.2%
2014	3	\$918.2K	0.8%	\$306,067	\$62.43	-	\$58.19	115	8.6%
2013	7	\$1.3M	2.0%	\$318,688	\$47.21	-	\$53.46	106	8.9%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.



June 12, 2024

City of Gainesville
c/o Mr. Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
200 E.E. Butler Parkway
Gainesville, Georgia 30503
770-532-6312
ash@homlaw.com

Metro Appraisals
135 Maple Street NW
Gainesville, Georgia 30501

P.O. Box 1422
Moultrie, Georgia 31776

770-534-0384

www.metroappraisals.com

David B. Griffin, MAI, SRA, AI-GRS
Cliff M. Ward, MAI

Re: Appraisal Report of 851 and 865 Dorsey Street, Gainesville, Hall County, Georgia
30501 TAX ID#s 01049 001014D and 01049 001014E

Dear Mr. Hayes:

This letter serves as our confirmation and acceptance of your request to engage Metro Appraisals to provide an appraisal report of the above-referenced properties. The fee for the appraisal will be \$2,500, and we will complete the assignment within 30 days of the date of engagement. A signed engagement letter and full fee payment will be required in order to commence with this assignment.

If court services are required, the fee for all travel time, preparation, deposition and testimony will be billed at a rate of \$600 per hour for David Griffin, and \$500 per hour for all other appraisers. Staff time for court exhibits or any research involved will be billed at \$100 per hour.

Property Contact:	Debbie Lawson Davis	770-503-4567
	Name	Phone Number

By default, an email copy only will be provided to the above referenced email address. Your signature below will serve as your acceptance of the terms and conditions stated above. We appreciate your business.

Sincerely,

Accepted By:

David B. Griffin, MAI, SRA, AI-GRS
President
Certified General Appraiser
Georgia No. 294975
Alabama No. G01152
South Carolina No. 7159
North Carolina No. A 7881
Tennessee No. 5439

DocuSigned by:
Abbott S. Hayes, Jr. 6/13/2024
42BA68AF8118462...
Abbott S. Hayes, Jr. Date



Professional Qualifications

CHARLES A. MCKAY
Metro Appraisals
135 Maple Street NW
Gainesville, Georgia 30501
770-534-0384

PROFESSIONAL ORGANIZATIONS

Certified General Real Property Appraiser	Georgia License No. 964
---	-------------------------

EXPERIENCE

June 1989 to Present	Metro Appraisals, Inc. Commercial Real Estate Appraiser
1984 to 1989	Columbus Consolidated Govt., Columbus, GA Commercial Real Estate Appraiser
1983 to 1984	Coldwell Banker, Columbus, GA Real Estate Sales Associate

EDUCATION

The University of Georgia	1975 - 1979
Columbus State University	Bachelors Business Administration 1982
The Society of Real Estate Appraisers	• An Introduction to Appraising Real Estate • Principles of Income Property Appraising
The Appraisal Institute	• Residential Valuation

CONTINUING EDUCATION

Fundamentals of Real, Personal Property & Intangible Business Assets, 3/2012	Avoiding Mortgage Fraud for Appraisers 2/2019
7-Hr. National USPAP, 2014 – 2015, 12/2013	7-Hr. National USPAP, 2020 – 2021, 12/2019
Appraisal Applications of Regression Analysis, 1/2014	The Basics of Expert Witness for Commercial Appraisers 12/2019
Appraisal of Fast Food Facilities 1/2015	Appraisal of Medical Office Buildings, 1/2021
Appraisal of Self Storage Facilities 1/2015	Appraisal of Industrial & Flex Buildings, 1/2021
Appraisal of Assisted Living Facilities, 1/2016	7-Hr. National USPAP, 2020 – 2022, 1/2022
7-Hr. National USPAP, 2016 – 2017, 1/2016	Into. To Commercial Appraisal Review, 1/2022
Appraisal of Land Subject to Ground Leases, 1/2017	The Income Approach: An Overview, 1/2023
Appraisal of Owner Occup. Comm. Properties, 1/2017	Appraisal of Self Storage Facilities 1/2023
7-Hr. National USPAP, 2018 – 2019, 12/2017	7-Hr. National USPAP, 2024
Basic Hotel Appraising, 1/2018	Complex Properties, The Odd Side of Appraisal 1/2024
Appraisal of Industrial Incubators, 2/2019	

STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

CHARLES A MCKAY

964

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
KEITH STONE
WILLIAM A. MURRAY

1012657516070451

CHARLES A MCKAY

964
Status ACTIVE

END OF RENEWAL
02/28/2025

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1012657516070451

CHARLES A MCKAY

964
Status ACTIVE

END OF RENEWAL
02/28/2025

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229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1012657516070451

MCKAY, CHARLES A
PO BOX 477
GAINESVILLE, GA 30503



Professional Qualifications

DAVID B. GRIFFIN, MAI, SRA, AI-GRS

Metro Appraisals
135 Maple Street NW
Gainesville, Georgia 30501
770-534-0384

PROFESSIONAL ORGANIZATIONS

MAI, SRA, AI-GRS - The Appraisal Institute	Member No. 472913 Member of Board of Directors – Atlanta Chapter
Certified General Real Property Appraiser	Georgia License No. 294975 Alabama License No. G01152 Florida No. RZ4506 North Carolina License No. A7881 South Carolina License No. 7159 Tennessee License No. 5439
Licensed Real Estate Associate Broker	Georgia License No. 318493

EXPERIENCE

March 2016 to Present	Metro Appraisals – President Review Appraiser for seven commercial real estate appraisers & five residential real estate appraisers
October 2013 to March 2016	Metro Appraisals - Chief Operating Officer
June 2005 to October 2013	Metro Appraisals - Senior Real Estate Appraiser & Reviewer

EDUCATION

The University of Georgia	Bachelor of Science in Consumer Economics, 2005
The Appraisal Institute	- Uniform Standards of Professional Appraisal Practice - Uniform Standards for Federal Land Acquisitions - Income Capitalization - Real Estate Finance, Statistics & Valuation Modeling - General Appraiser Market Analysis & Highest & Best Use - Business Practices and Ethics - General Appraiser Cost Approach & Site Valuation - General Appraiser Income Approach – Part II - General Appraiser Report Writing & Case Studies - Advanced Income Capitalization - Advanced Concepts & Case Studies - Appraising the Appraisal: Appraisal Review - The Valuation of Warehouses - Raising the Professional Bar in Real Estate Appraising - FHA and the Appraisal Process



Professionals Providing Real Estate Solutions

This Certifies That

David B. Griffin

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this *12th* day of *December 2011*

Joseph C Magazian

President

This certificate is the property of the Appraisal Institute and
must be returned to the Secretary upon termination of membership.



Professionals Providing Real Estate Solutions

This Certifies That

David B. Griffin, MAJ

has been admitted to membership as an

SRA Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this **21st** day of **March 2017**

President

*This certificate is the property of the Appraisal Institute and
must be returned to the Chief Executive Officer upon termination of membership.*



Professionals Providing Real Estate Solutions

This certifies that

David B. Griffin, MAJ, SRA

has been admitted to membership as an

AI-GRS Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this **14th** day of **July 2020**.

Jeffrey L. Sorenson

President

This certificate is the property of the Appraisal Institute and
must be returned to the Chief Executive Officer upon termination of membership.

STATE OF GEORGIA REAL ESTATE APPRAISERS BOARD

DAVID BENJAMIN GRIFFIN

294975

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A
CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

D. SCOTT MURPHY
Chairperson

JEFF A. LAWSON
Vice Chairperson

JEANMARIE HOLMES
KEITH STONE
WILLIAM A. MURRAY

1370065525171031

DAVID BENJAMIN GRIFFIN

294975
Status ACTIVE

END OF RENEWAL
05/31/2025

CERTIFIED GENERAL REAL PROPERTY
APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY
RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY
REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1370065525171031

DAVID BENJAMIN GRIFFIN

294975
Status ACTIVE

END OF RENEWAL
05/31/2025

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605



LYNN DEMPSEY
Real Estate Commissioner

1370065525171031

GRIFFIN, DAVID BENJAMIN
135 MAPLE STREET NW
GAINESVILLE, GA 30501

State of Alabama



This is to certify that

David B Griffin

*having given satisfactory evidence of the necessary
qualifications required by the laws of the State of Alabama
is licensed to transact business in Alabama as a*

Certified General Real Property Appraiser

*With all rights, privileges and obligations
appurtenant thereto.*

LICENSE NUMBER: G01152

EXPIRATION DATE: 09/30/2025

Lisa V. Buecker

Executive Director

ALABAMA REAL ESTATE APPRAISERS BOARD

State of South Carolina Real Estate Appraisers Board

DAVID B GRIFFIN
7159

Having Satisfied The Qualification Of The South Carolina Real Estate Appraisers Board And
Having Complied With The Requirements Prescribed By Law, I Hereby Entitled To Practice As A.

CERTIFIED GENERAL APPRAISER

In Witness There Of The State Of South Carolina Real Estate Appraiser Board By Virtue Of The
Authority Vested In It By Chapter 60, Title 40 Code Of Laws Of The South Carolina Has Caused
This Document To Be Issued With Its Seal Imprinted Heron.



Administrator

Property of South Carolina Real Estate Appraisers Board

39

DAVID B GRIFFIN
DAVID B GRIFFIN
135 MAPLE ST NW
GAINESVILLE GA 30501-3638

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

DAVID B GRIFFIN

Is hereby entitled in practice as a:

Certified General Appraiser

License Number: **7159**

Expiration Date: 06/30/2026

POCKET CARD


Board Executive

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

DAVID B GRIFFIN

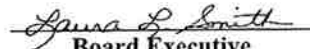
Is hereby entitled in practice as a:

Certified General Appraiser

License Number: **7159**

Expiration Date: 06/30/2026

OFFICE COPY


Board Executive



**NORTH CAROLINA
APPRAISAL BOARD**

APPRAISER QUALIFICATION CARD

REGISTRATION / LICENSE / CERTIFICATE HOLDER

DAVID B GRIFFIN

24

25

A7881
APPRAISER NUMBER

G
TYPE

Y
NATIONAL REGISTRY

Appraiser's Signature

Executive Director

EXPIRES JUNE 30, 2025



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



DAVID B GRIFFIN

ID NUMBER: 5439
LIC STATUS: ACTIVE
EXPIRATION DATE: December 17, 2025

36535

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN: Metro Valuation Appraisals Services
DAVID B GRIFFIN
135 Maple St NW
GAINESVILLE GA 30501

State of Tennessee

13644391

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
DAVID B GRIFFIN

This is to certify that all requirements of the State of Tennessee have been met.



ID NUMBER: 5439
LIC STATUS: ACTIVE
EXPIRATION DATE: December 17, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

GRIFFIN, DAVID B

135 MAPLE STREET NW
GAINESVILLE GA 30501

LICENSE NUMBER: RZ4506

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 03/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker Insurance Agency, Inc. 1110 Washington St. Perry GA 31069	CONTACT NAME: PHONE (A/C, No, Ext): 478-987-8000 E-MAIL ADDRESS: info@walkeragency.com FAX (A/C, No): 478-988-8262
INSURED Metro Valuation Services, Inc. Mr. David Griffin 135 Maple St NW Gainesville GA 30501	INSURER(S) AFFORDING COVERAGE INSURER A: Southern Ins Co of Virginia INSURER B: RLI Insurance Company INSURER C: Auto-Owners Insurance INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 136227098**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			54-086611-01	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			54-086611-01	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CXS8885247 54-086611-02	10/1/2022 10/1/2023	10/1/2023 10/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			RTP0040845	9/23/2023	9/23/2024	Per claim Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Insured Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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