

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Thursday, October 9, 2025 6:00 PM

2nd Floor Conference Room

Norcross Downtown Development Authority

Chair Jim Eyre

Vice Chair Brenden Frazier

Board Member John Bemis

Board Member Tim Moresco

Board Member Josh Bare

Board Member Lauren Summers

Board Member Liz Jackson

A. Call to Order - Jim Eyre, Chair**B. Meeting Administration**

- a. Roll Call
- b. Approval of Previous Meeting Minutes
[25-9-11 DDA Agenda Minutes](#)
- c. Public Input
- d. Economic Development Update — David Versel
[25-10-9 Economic Development](#)
- e. Downtown Manager's Report — Stephanie Newton
- f. Council Update — Josh Bare
- g. Operations Report — Will Shipley

C. Board General Updates

- a. Unfinished Business
 - (1) Wingo Street Acquisitions
 - (2) Parking Property Sale to City
 - (3) Phase 2 Survey
- b. New Business
 - (1) 29 Jones Survey
[25-10-9 Survey Proposals](#)
 - (2) BIA Bond Amendment
[25-10-9 BIA Bond Amendment Request](#)
 - (3) Porchfest Presentation
 - (4) Comp Plan Consultant Meeting
- c. Treasurer's Report – Tim Moresco

D. Recess for Executive Session**E. Executive Session: Real Estate, Personnel, or Legal Matters****F. Return to Open Session for Actions from Executive Session, if necessary.**

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

Thursday, September 11, 2025

6:00 PM

City Hall – Board Conference

Norcross Downtown Development Authority

Chairman Jim Eyre

Vice Chairman Brenden Frazier

Board Member John Bemis

Board Member Liz Jackson

Board Member Tim Moresco

Board Member Josh Bare

Board Member Lauren Summers

A. Call to Order – Jim Eyre, Chair***PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES*****B. Meeting Administration**

- a. Roll Call – Present: J. Eyre, L. Jackson, L. Summers, B. Frazier, T. Moresco
- b. Approval of Previous Meeting Minutes – B. Frazier made a motion to approve the August 14, 2025 meeting minutes. Second: L. Summers. Unanimous.
- c. Public Input – Mary Dowdy stated that she is working to set up a meet and greet with incumbents and challengers in upcoming election. She also stated there will be a September 30, 2025 coffee shop meeting where D. Versel will present the parking study results.
- d. Economic Development Update – D. Versel reported on the comp. plan update, downtown parking study, north park cottages project, 81 S. Peachtree Street, Norcross Housing Authority property on Autry Street, and Truck and Tap.
- e. Council Update – None.
- f. Downtown Managers Report – S. Newton submitted a written report.
- g. Operations Report – W. Shipley reported that he believes they have found the source of the roof leak at 125 Lawrenceville Street. He stated the suspected cause has now been fixed. W. Shipley also reported on one tenant's concerns about access at 125 Lawrenceville.

C. Board General Updates**a. Unfinished Business**

- (1) Skin Alley Pedestrian Extension – J. Eyre has talked to some of the property owners, but they are busy at this time. He will continue to work on it.
- (2) Wingo Street Acquisition – J. Eyre reported the electrical work is completed at 94 Wingo. He is working on engaging a contractor to perform renovation work.
- (3) Parking Property Sale to City – J. Eyre stated the DDA will discuss this matter in executive session.
- (4) Downtown District Improvement Grant – No new update at this time.

b. New Business –

- (1) Phase 2 Survey – J. Eyre presented a proposal from Iron Stone Surveying to prepare an ALTA survey.
B. Frazier made a motion to approve up to \$11,000 for an ALTA survey of the Phase 2 property. Second: L. Summers. Unanimous.

- c. **Treasurer's Report** – T. Moresco gave an update on recent status of various DDA accounts.

D. Recess for Executive Session –

J. Eyre made a motion to go into executive session to discuss personnel and real estate matters. Second: B. Frazier. Unanimous. 6:56pm.

E. Executive Session: Real Estate, Personnel, or Legal Matters –

J. Eyre made a motion to go out of executive session. Second: B. Frazier. Unanimous. 7:53pm.

F. Return to Open Session for Actions From Executive Session, if necessary.

L. Summers made a motion to approve renewal of W. Shipley's contract for one year with a 3% pay increase. Second: T. Moresco. Unanimous.

L. Summers made a motion to adjourn. Second: T. Moresco. Unanimous.

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| NEXT MEETING: THURSDAY, October 9, 2025 |
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DDA Economic Development Update – October 6, 2025

Comprehensive Plan Update

The 2025 update process is progressing. The Kimley-Horn team has now interviewed the Mayor and all Councilmembers, and 508 citizen surveys have been completed. The consultant will be holding two additional public outreach events: on Saturday 10/18 at the Pedal Norcross event and on Wednesday 10/22 at the Day of Play event. They will also be moderating a panel of active commercial developers on 10/9. The consultant also wishes to schedule a panel discussion with the DDA Board and is standing by for available dates from the Board.

City staff has held multiple planning workshops with the consulting team over the past month, and the draft plan is still on course for completion by November.

Staffing Updates

The City of Norcross has hired Helen Balch as our new Community Development & Planning Director – she started on October 2. Helen comes to us after a long tenure as Deputy Planning Director with the City of Lawrenceville and brings great experience with managing downtown development projects there.

Downtown Parking Study

The Historic Norcross Business Association held a meeting on 9/30 at which I presented Downtown Norcross Parking Study and the City Manager provided details regarding the City's proposed approach to managing employee parking. The HNBA requested for the City to provide a diagram showing where employees will be encouraged to park, and Staff is working on preparing this diagram. Staff is standing by for further direction from Mayor and Council regarding the implementation of the study's recommendations.

GEDA Annual Conference

I attended the Georgia Economic Developers Association annual conference in Savannah from 9/17 to 9/19. This was a great opportunity to network with 500 other economic and business development professionals from around the state. Some highlights of the conference included:

- Dr. David Gattie from UGA spoke about power usage, rates, and how to improve the state's power grid to meet future demand
- Chris Lloyd, a site selection consultant with McGuire Woods identified infrastructure as the #1 issue for businesses. He also noted that 21% of working adults in Georgia age 25-34 live with their parents and that communities that can provide housing for these workers will have a competitive advantage.
- Bill Strang from Toto USA discussed why the company chose to build a new 3-story factory on their existing site in Clayton County rather than building further out – the key reason was access to workforce. The high construction costs were more than balanced out by the ability to keep their skilled and loyal workforce
- A panel of data center developers, including representatives from Google and Meta, discussed how multi-tenant (co-located) data centers are rapidly taking market share from the hyperscale centers built by major operators. Their #1 consideration in sites is having available power today and not having to wait many years to expand infrastructure.
- I took a boat tour of the Port of Savannah. While activity is down this year due to tariffs, the port continues to expand capacity and international trade will drive growth for many years to come.

Historic Depot Renovations

We continue to pursue options for grant and loan programs to support the necessary improvements to the historic Depot. Staff has made progress on obtaining Certified Local Government status that would open up additional resources for the City and we intend to present this as an agenda item at the October PWS.

Development Project updates:

- **North Park Cottages:** Techie Homes' rezoning application is on the agenda for the 10/6 regular Mayor & Council meeting. If approved, the developer will move forward quickly with its LDP application.
- **Magnolia Grove:** The developers will be participating in the developers' roundtable for the comprehensive plan and remain engaged with the City. The developers have also filed an application to rezone the parcel at 138 Holcomb Bridge from its current HX zoning to BH zoning – to align with the other five parcels on the site. This application will likely be on the November P&Z Board agenda and up for consideration by Mayor & Council in December.
- **127 South Peachtree (South End):** The applicant is pursuing permits to demolish one of the two remaining industrial buildings on the site to build a temporary parking lot that would support potential activities. The applicant considers this to be a temporary solution and remains open to selling the lower portion of the parcel next to Magnolia Street to the City or DDA for future parking.
- **Workforce Brokers/67 South Peachtree:** The applicant is still waiting for approval by Gwinnett County for its plumbing, structural, and MEP permits. In the meantime, the owner did submit these plans to the city so that staff may begin reviewing them. The county has provided comments to the applicant but no response had been received as of 9/30. According to these plans, the project now includes:
 - 13 private offices
 - A shared workspace and conference room
 - A cafe space that could accommodate up to 32 occupants
 - A roof deck with a covered bar and outdoor seating area that could accommodate up to 138 occupants
- **Café Dominican/59 South Peachtree:** The applicant has received approval from Gwinnett County for its interior finish plans. A pre-application meeting was held on 9/24 with the applicant and their GC and the applicant is now working to submit both its interior and exterior plans for the building to the City.
- **81 South Peachtree:** The lease for the office tenant located on the Skin Alley side of this building (Suite 102) will be ending in June 2026. Stephanie Newton and I met with the building owner on 8/21 to discuss their interest in leveraging the DDA's Skin Alley Grant program to potentially attract a more active user to the space. We are actively working with this owner to pursue potential tenants.
- **5875 Buford Highway:** This property remains under contract with a partnership that plans to open a Middle Eastern grocery store that would have a takeout/deli counter. We have not received an update from the contract purchaser since August.
- **NHA Properties:** The Norcross Housing Authority's development team is moving forward with engagement activities and expects to hold a community meeting in the next couple of months. Staff has maintained an active dialogue with Jenny Wilkerson from Regent Partners, the NHA's development partner. She will be participating in the developers' roundtable for the comp plan and intends to hold an informal community engagement meeting in the next month.

- **Truck & Tap:** Truck & Tap remains highly engaged and is continuing to evaluate options for its site. They have not provided an update since walking the site with Staff on 9/4, but this remains a high priority for our department.

Respectfully Submitted,

David Versel
Economic Development Director

September 25, 2025

Norcross Downtown Development Authority
65 Lawrenceville Street
Norcross, GA 30071
Attn.: Norwood Davis, Chairman

T2 Utility Engineers

6611 Bay Circle, Suite 220
Norcross, GA 30071
USA

Phone +1 678 421 0080
Fax +1 678 421 0082

www.T2ue.com

**RE: Combination & Exemption Plats
29 Jones Street NW, Norcross
Proposal No. 25-GA-0092**

Dear Mr. Davis,

T2 UES, Inc. d/b/a T2 Utility Engineers (T2ue) is pleased to provide Norcross Downtown Development Authority (client) with this proposed scope of services and fee estimate to provide professional land surveying services in connection with the 29 Jones Street Combination & Exemption Plats, in Norcross, Gwinnett County, Georgia.

This proposal is based upon our conversations, correspondence, research and exhibits provided. All work will be completed under the responsible supervision of a Georgia Professional Land Surveyor. This proposal supersedes the original proposal dated September 22, 2025.

After you have reviewed the attached proposed scope of services and fee estimate, please do not hesitate to call should you have any questions or comments.

Thank you for the opportunity to be of service. We are looking forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aidan Deegan', is written over a light blue circular stamp.

Aidan Deegan, PLS
Regional Geomatics Manager
Cell Phone: (678) 245-0164
Email: aidan.deegan@t2ue.com

Project Understanding:

Pursuant to the information provided by the client, we understand that professional surveying services have been requested in support of Consolidation & Exemption Plats for the parcels located at 29 Jones Street NW, in Downtown Norcross. The affected parcel is listed with the following Tax ID:

- 6254A004
- 6254A004A

Below are specifications, scope of services, assumptions, fee estimate, schedule, and deliverables.

Technical Specifications:

- Horizontal Datum – NAD 1983(2011)
- Vertical Datum – NAVD 1988
- Coordinate System – SPC GA West
- Horizontal Criteria – Map Scale – 1" = 20'

Scope of Services:

Combination & Exemption Plats – T2ue will provide surveying services on approximately 0.37 acres within the project limits in accordance with the current Standards of Practice for Surveying and Mapping in the State of Georgia. This will include the following items:

Deliverables – Combination Plat:

- Provide a PDF copy of the “Combination Plat” representing the field and office work, which will include the following:
 - Legend of Symbols and Abbreviation
 - Boundary Survey showing location of the boundaries and dimensions of the Tracts to be developed
 - The Caption shall include the following:
 - Project Name
 - Name, address, phone number and email of the owner of record
 - Owner’s Affidavit (Needs to be Notarized)
 - Name, address, phone number and email of the subdivider or developer
 - Date of the Survey, North Arrow and Graphic Scale
 - The utility information will include the following, where applicable:
 - Location and size of existing utility lines serving the property.
 - The plat will be signed by registered land surveyor responsible for the project design

Note: The PDF shall stand as the official record of T2ue’s work under this project. CAD files can be changed, manipulated and compromised and so are provided with the understanding that T2ue is not responsible for any changes to those files by the client or others.

Deliverables – Exemption Plat:

- Provide a PDF copy of the “Exemption Plat” representing the field and office work, which will include the following:
 - Name, address and phone number of Professional Surveyor responsible for the survey.
 - Project Name/Subdivision
 - Date of Plat Drawing and dates of any revisions
 - Land District and Land Lot
 - Zoning District
 - Graphic Scale and North Arrow

- City/County Boundaries, where applicable
- Lot Acreage/Total Acreage
- Street Names and the address
- Location of Existing Structures
- Distances and Bearings for Boundary and Lot Lines
 - Any boundary lines to be adjusted, and lots to be combined or divided up will be clearly labeled and the new and total acreage will be provided
- Any Slopes, utility easements and street right-of-way(s) shall be provided
- Name, Address, Telephone Number and email of Professional Land Surveyor
- Signature block for the property owner of record to sign the plat
- Signature block for city personnel to sign the plat
- Provide a corresponding AutoCAD file showing the field surveyed information

Note: The PDF shall stand as the official record of T2ue's work under this project. CAD files can be changed, manipulated and compromised and so are provided with the understanding that T2ue is not responsible for any changes to those files by the client or others.

Assumptions:

- No additional field work is anticipated, nor included, for this task.
- The information to be displayed on each Plat will be taken from the previous ALTA/NSPS survey.
- Proposal is valid for 45 days.
- T2 Utility Engineers will address one round of comments from the client.
 - Additional comments/tasks will be billed on an hourly basis.

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| ▪ Regional Geomatics Manager | \$200 |
| ▪ Professional Surveyor | \$145 |
| ▪ Survey CAD Tech | \$125 |
| ▪ 2-Person Survey Crew | \$225 |

Client Responsibilities:

- Client will provide the Zoning Report or Letter so the information may be shown on the survey.
- Client will provide the following items listed below including the supporting documents for the Combination and the Exemption Plats, where applicable or necessary:
 - Proposed Name of the Development
 - Project Name
 - Name, address, phone number and email of the owner of record
 - Owner's Affidavit (Needs to be Notarized)
 - Name, address, phone number and email of the subdivider or developer
 - Name, address, phone number and email of the Designer
 - Development Information as requested on the Combination and the Exemption Plat Checklists:
 - Proposed Use of Property
 - Total Acres/Total Disturbed Acres
 - Zoning District Classification and Boundaries
 - Rezoning and Case No. (if applicable)
 - Variances obtained (if any, list application no., and date of approval)
 - Non-residential development site plans, the outline and location of all minimum building setback lines, outdoor storage areas, zoning buffers, parking areas, driveways, curb cuts, and designated fire lanes
 - Utility Information as requested on the Combination Plat Checklist:
 - Proposed placement of any new water lines, sewer lines and fire hydrants, if applicable
 - A statement as to the source of domestic water supply
 - A statement as to the provision of sanitary sewage disposal
 - Proposed Streetlight layout and design standards/drawings, if applicable

Project Location: (Exhibit – Not to Scale)

- Subject Parcel Lines show in red



Schedule:

- T2ue can commence this task within 5 business days of receiving Notice to Proceed
- This work will be completed within twenty-one (21) business days after your receipt of a notice to proceed from the Norcross DDA

Fee Structure:

- T2ue proposes to provide the Scope of Services described above for a Lump Sum of **\$3,685.00**
- Preparation of any Easement Plats, including a legal description, will be **\$1050 per Easement, if needed.**

Additional Services:

This proposal excludes all services not specifically included herein. Additional services will be requested in writing and will be performed, upon acceptance, at our standard hourly rates in effect at the time of the request, unless negotiated in writing otherwise.

Terms & Conditions:

Attached and included as a part of this proposal and its acceptance are "TC-1 - Terms and Conditions - T2 UES Inc" which shall be incorporated by reference.

Conclusion:

Thank you for the opportunity to present this proposal. The price quoted herein are valid for the next 45 days. If you have any questions or comments, please do not hesitate to call. We look forward to providing quality surveying services on this project. Your signature below will serve as acceptance of this proposal.

Sincerely,



Aidan Deegan, PLS
Regional Geomatics Manager
Email: aidan.deegan@t2ue.com

Accepted by: _____

Date: _____

Printed Name: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

“Client” acknowledges that the Proposal prepared by T2 UES, Inc. (“T2ue”), along with the Terms and Conditions (“Terms”) below comprise the entire agreement between the Client and T2ue (collectively “Agreement”), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

GENERAL TERMS AND CONDITIONS

RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SERVICES: T2ue shall provide services to the Client for the project (“Project”), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the “Services”) in accordance with these Terms.

PROJECT SCHEDULE: T2ue shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

CLIENT’S RESPONSIBILITIES: Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with T2ue in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize T2ue staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any T2ue request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for T2ue to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that T2ue may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow T2ue to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by T2ue and inform T2ue in writing of decisions in reasonable time so as not to delay the Services.

CLIENT’S ACTS OR OMISSIONS: If T2ue’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, T2ue shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

COMPENSATION AND PAYMENT: In consideration of the provision of the Services by T2ue under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for T2ue’s Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify T2ue - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, T2ue shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to T2ue may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

CHANGE ORDERS: If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. T2ue shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a “Change Order”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

T2ue may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

DOCUMENTS: Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of T2ue in connection with the Services (herein called the “Documents”) will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by T2ue. T2ue grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

DATA AND DOCUMENT RETENTION: T2ue will retain all data and Documents in accordance with the T2 Utility Engineers Data Retention Policy, unless otherwise agreed upon in writing.

LIMITATION OF USE: Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of T2ue, and all reproductions shall include notice of this restriction.

T2ue shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold T2ue harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of T2ue's work product documents are modified in any respect, without involvement and oversight of T2ue, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, T2ue may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to T2ue all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

STANDARD OF CARE: The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. T2ue makes no warranties or guarantees under this Agreement in connection with the Services. T2ue makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

CONFIDENTIALITY: Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or T2ue at the time of disclosure, or was rightfully obtained by Client or T2ue on a non-confidential basis from a third party.

PERSONAL INFORMATION: Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about T2ue employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

NON-SOLICITATION OF EMPLOYEES: Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

INDEMNIFICATION: To the fullest extent permitted by law, T2ue shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of T2ue or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that T2ue's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to T2ue in preparation of any report, study or other written document.

Client shall indemnify and hold harmless T2ue from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of T2ue or anyone acting under its authority;

provided that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of T2ue.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and T2ue, the amount of such damage for which Client or T2ue is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

LIMITATION OF LIABILITIES: Notwithstanding any other provision in the Agreement, the Client agrees to limit T2ue's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to T2ue for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against T2ue in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against T2ue and not against any of T2ue's employees, shareholders, officers or directors. T2ue's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and T2ue shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

FORCE MAJEURE: If performance of the Services is affected by causes beyond T2ue's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. T2ue shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of T2ue.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to T2ue to terminate this Agreement.

INSURANCE: T2ue shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. T2ue shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against T2ue for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of T2ue.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against T2ue for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

TERM AND TERMINATION: This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, T2ue shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

In addition to any remedies that are provided under this Agreement, T2ue may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, T2ue shall be paid for all Services rendered and costs incurred by T2ue through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by T2ue related to termination of the Project.

DISPUTE RESOLUTION: If requested in writing by either the Client or T2ue, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. T2ue shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

ASSIGNMENT: Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

NO THIRD-PARTY BENEFICIARY: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by T2ue's and the Client's respective representatives.

WAIVER: Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SURVIVAL OF PROVISIONS: The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

GOVERNING LAW: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.

October 6, 2025

Jim Eyre
Downtown Development Authority of the City of Norcross
65 Lawrenceville Street NW
Norcross, Georgia 30071

RE: **29 Jones Street**
Norcross, GA 30071
Parcel ID R6254A004, and Parcel ID R6254004B

Dear Mr. Eyre,

Columbia Engineering appreciates the opportunity to provide land surveying services for the Downtown Development Authority of the City of Norcross.

PROJECT SCOPE

Columbia Engineering will perform a boundary survey of the property located at 29 Jones Street, Norcross, Georgia being owned by the Downtown Development Authority of the City of Norcross and identified as Gwinnett County Parcel ID R6254A004, and Parcel ID R6254004B. A combination plat will be prepared to combine the two above tax parcels. After combining the two tax parcels, an exemption plat will be prepared to divide the parcel as shown in the sketch below.

SCHEDULE

Columbia Engineering will submit the Combination Plat to the City of Norcross for review and approval no later than three weeks following receipt of the authorization to proceed with the survey. The subsequent Exemption plat will be submitted within three weeks after the approval of the combination plat.

FEE

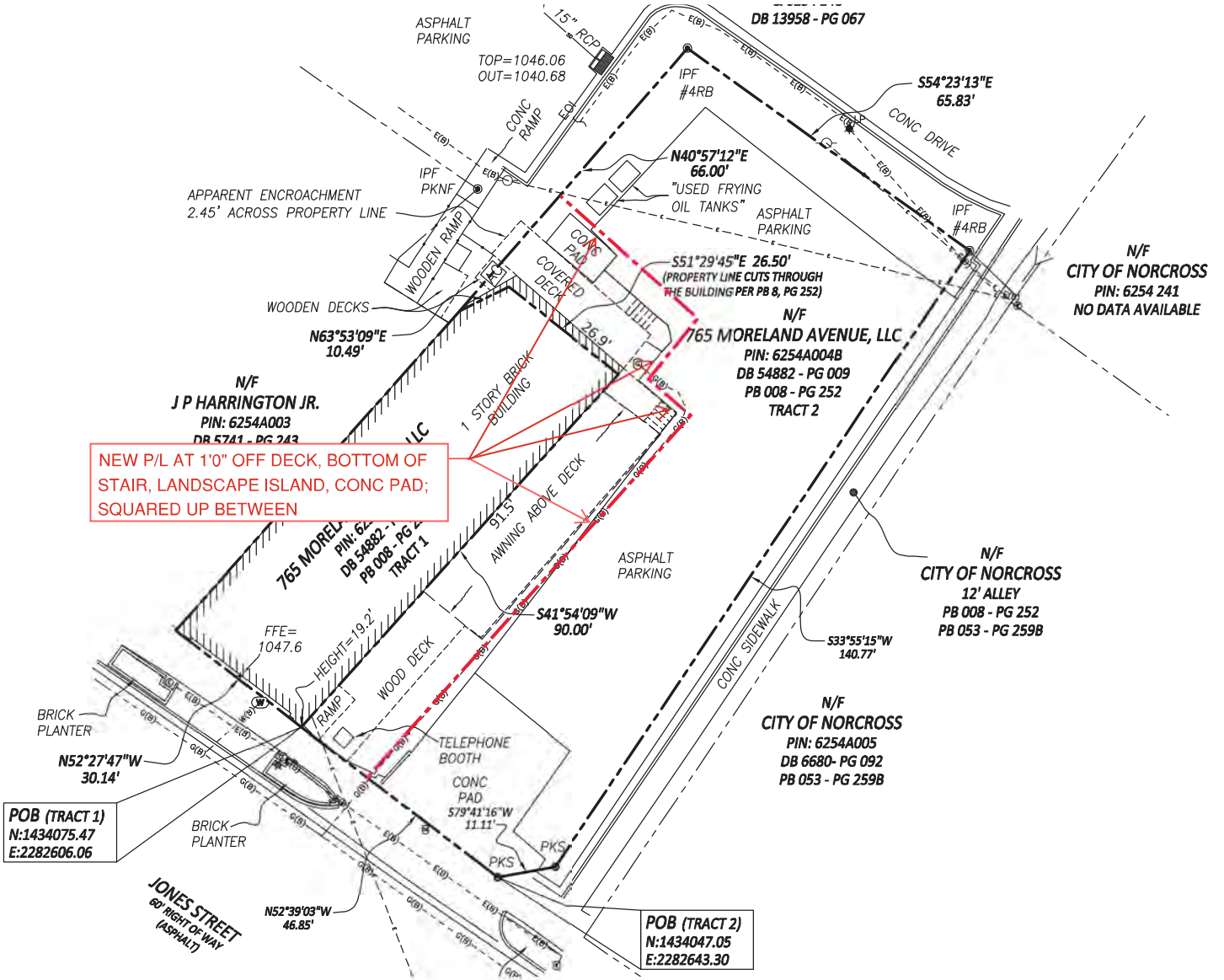
The estimated cost for these described land surveying services is \$3,900.00.

Should you have any questions or comments, please feel free to contact me.

Regards,



David E. Simmons, PLS
Director of Land Surveying



NEW P/L AT 1'0" OFF DECK, BOTTOM OF STAIR, LANDSCAPE ISLAND, CONC PAD; SQUARED UP BETWEEN

POB (TRACT 1)
N:1434075.47
E:2282606.06

POB (TRACT 2)
N:1434047.05
E:2282643.30

N/F
J P HARRINGTON JR.
PIN: 6254A003
DB 5741 - PG 243

N/F
765 MORELAND AVENUE, LLC
PIN: 6254A004B
DB 54882 - PG 009
PB 008 - PG 252
TRACT 2

N/F
CITY OF NORCROSS
PIN: 6254 241
NO DATA AVAILABLE

N/F
CITY OF NORCROSS
12' ALLEY
PB 008 - PG 252
PB 053 - PG 259B

N/F
CITY OF NORCROSS
PIN: 6254A005
DB 6680- PG 092
PB 053 - PG 259B

DB 13958 - PG 067

765 MORELAND AVENUE, LLC
PIN: 6254A004B
DB 54882 - PG 009
PB 008 - PG 252
TRACT 1

JONES STREET
60' RIGHT OF WAY
(ASPHALT)

APPARENT ENCROACHMENT
2.45' ACROSS PROPERTY LINE

S51°29'45"E 26.50'
(PROPERTY LINE CUTS THROUGH
THE BUILDING PER PB 8, PG 252)

S41°54'09"W 90.00'

S33°55'15"W 140.77'

N63°53'09"E 10.49'

N40°57'12"E 66.00'

S54°23'13"E 65.83'

FFE= 1047.6

HEIGHT=19.2'

N52°39'03"W 46.85'

N52°27'47"W 30.14'

TOP=1046.06
OUT=1040.68

91.5

26.9'

S79°41'16"W 11.11'

PKS

PKS

PKS

PKS

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PKS



Ironstone Consulting & Design
 96 Ernest Biles Drive
 Jackson GA 30233
 United States

Your Timeline is Our Deadline

Jim Eyre

Quotation # S04304

Quotation Date:
10/06/2025

Expiration:
11/05/2025

Salesperson:
Josh Hammock

| Description | Quantity | Unit Taxes Price | Amount |
|--|---------------|------------------|--------------------|
| <i>Parcel ID: R6254A003/R6254A003B</i> | | | |
| <i>29 Jones St</i> | | | |
| <i>Norcross, GA</i> | | | |
| <i>Gwinnett County</i> | | | |
| ALTA Survey a comprehensive land survey that provides detailed information about a property beyond what a typical boundary survey would show. The survey includes information on property boundaries, improvements, easements, encroachments, and other features that could impact the property's use or value. | 1.00 Units | 4,700.00 | \$ 4,700.00 |
| (Unless otherwise specified, this does not include item 5 or 11 of table A requirements) | | | |
| - Lot Combination Survey a type of plat that combines two or more recorded lots into a single land parcel. | 1.00 Units | 700.00 | \$ 700.00 |
| - Lot Division Survey a type of plat that divides a single recorded parcel into two or more parcels. | 2.00 Units | 625.00 | \$ 1,250.00 |
| Total | | | \$ 6,650.00 |

25% Deposit

Optional product pricing based on acceptance of products listed above. Alternate pricing options can be obtained by contacting our office by replying to this email or calling us at 770-957-4614.

Deposit is NON-Refundable. Balance Due Upon Completion Before Plat is Released.

* While Ironstone Consulting & Design strives to meet our estimated completion date factors outside of our control (weather)

office@ironstonesurveying.com



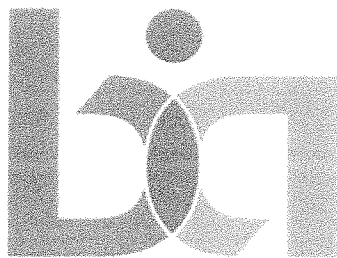
Ironstone Consulting & Design
96 Ernest Biles Drive
Jackson GA 30233
United States

Your Timeline is Our Deadline

may impact our schedule. By accepting this proposal you agree to the following: Our survey crews must be able to safely access all areas of your property to include fenced areas, backyards, pools, etc.... Please ensure all gates are unlocked and pets are secure. In some cases we may need to access your neighbor's property to locate their boundary pins. If possible, please inform your neighbors a survey crew will be working on your property and may require access to their property. Acceptance of this Proposal is a Legal and Binding Contract with Ironstone Consulting & Design for Services Rendered.

We request that a credit / debit card be kept on file. In the event that we cannot reach you for final payment of services, we will take payment from the card on file. Thank you for your understanding!

Pricing is valid 30 days from date of proposal.



Charter School

Governing Board

October 6, 2025

Downtown Development Authority of the City of Norcross
Attn: Chairman Eyre
65 Lawrenceville Street
Norcross, Ga 30071

Re: Proposed Amendment to BIA/DDA/Wilmington Trust Master Truste Indenture, dated June 1, 2019 (the "Original Agreement")

Dear Chairman Eyre:

As a follow-up to our prior communications, please accept this letter as BIA's formal request that the DDA agree to the enclosed proposed amendment to the Original Agreement. We are making this request, at the direction of the Trustee (Wilmington Trust, National Association) to remove uncertainty regarding the balloon date for BIA's promissory note. The Trustee informed our lender, Hamlin Capital, that it believed our balloon payment became due upon the date of our initial interest rate adjustment. Hamlin informed the Trustee that such interpretation was never the intent or understanding between the Parties and, to the extent needed, Hamlin would formally waive any and all right to demand full payment based on the date of the interest rate adjustment. The Trustee informed Hamlin that a waiver would not be sufficient and we must instead formally amend the Original Agreement. Our legal counsel has approved of the proposed amendment, and we now ask that the DDA do the same.

If you would like to speak to me, please don't hesitate to call me on my cell phone, 404-754-5700. Thank you for your time and attention to this matter.

Sincerely,

Adam C. Caskey
Board Chair

**FIRST AMENDMENT
TO THE
FIRST SUPPLEMENTAL TRUST INDENTURE**

between

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF NORCROSS**

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

Dated as of [_____, 2025]

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the First Amendment to the First Supplemental Trust Indenture.

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FIRST AMENDMENT TO THE FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST AMENDMENT TO THE FIRST SUPPLEMENTAL TRUST INDENTURE (this "First Amendment") dated as of [_____, 2025], between **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS** (the "Authority") and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, as trustee (the "Trustee"), and authorized to accept and execute trusts of the character herein set out.

RECITALS

WHEREAS, the Authority is a public body corporate and politic of the State of Georgia authorized by the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1, et seq.), as amended; and

WHEREAS, the Authority has entered into a Trust Indenture, dated as of June 1, 2019 (the "Master Indenture"), by and between the Authority and the Trustee, to secure the issuance of its Revenue Bonds (Brookhaven Innovation Academy Inc.), issuable in one or more series from time to time; and

WHEREAS, pursuant to a resolution duly adopted by the Authority on May 30, 2019, the Authority authorized the issuance, sale and delivery of its (i) \$9,595,000 Downtown Development Authority of the City of Norcross Revenue Bonds (Brookhaven Innovation Academy Inc.), Series 2019A (the "Series 2019A Bonds") and (ii) \$1,755,000 Downtown Development Authority of the City of Norcross Revenue Bonds (Brookhaven Innovation Academy Inc.), Taxable Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, the "Series 2019 Bonds") under the terms of the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture, dated as of June 1, 2019, by and between the Authority and the Trustee (the "First Supplemental Indenture," together with the Master Indenture, the "Indenture"); and

WHEREAS, under Section 11.01 of the Master Indenture, the Authority and the Trustee are permitted to enter into supplemental indentures that modify the provisions of the Master Indenture or any supplemental indenture without the consent of, or notice to, any of the Bondholders, subject to consent of the Bondholder Representative, upon the occurrence of, among other things, ambiguities, inconsistencies, defects, or omissions in the Indenture; and

WHEREAS, an ambiguity, inconsistency, defect, or omission has been identified in the First Supplemental Indenture; and

WHEREAS, the Authority desires to execute and deliver this First Amendment providing for a requisite amendment to the First Supplemental Indenture to effectuate such amendment as detailed herein; and

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Trustee hereby agree as follows:

Section 1. Definitions.

All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All capitalized terms used herein but not otherwise defined herein shall have the same meaning as assigned to them in the Indenture. All terms used herein that are defined in the Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise.

Section 2. Incorporation.

All statements set forth in the recitals stated above are true and correct and are incorporated into this First Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this First Amendment with the Authority and for the Bondholder Representative to approve and consent to the amendment herein contemplated.

Section 3. Amendment to Definition.

The First Supplemental Indenture is hereby amended as follows:

The definition "Reserve Fund Requirement" is hereby amended in Article I of the First Supplemental Indenture to include the underlined text as follows:

"Reserve Fund Requirement" means (i) initially, the Maximum Annual Debt Service on Indebtedness of the Series 2019 Bonds until the Initial Reset Date based upon the assumption that the initial interest rate of the Series 2019 Bonds would apply through the maturity date; and (ii) after the Initial Reset Date, in the event that on the Initial Reset Date, the actual rate of interest is higher than the rate in (i) above, the Reserve Fund Requirement shall equal the Maximum Annual Debt Service on Indebtedness during the Reset Period (excluding the final balloon payment on the Series 2019 Bonds) and the Borrower shall fully fund the Reserve Fund in 12 equal monthly installments immediately after the Initial Reset Date.

Section 4. Counterparts.

This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 5. Electronic Signatures.

To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this First Amendment.

Section 6. Bondholder Representative Consent.

Under Section 11.01 of the Master Indenture, the Authority and the Trustee are permitted to enter into supplemental indentures that modify the provisions of the Master Indenture or any supplemental indenture without the consent of, or notice to, any of the Bondholders, subject to

consent of the Bondholder Representative, as long as each indenture supplemental to the Master Indenture is: (i) not inconsistent with the terms and provisions therein and (ii) being entered into for the purpose of, among other things, curing an ambiguity, inconsistency, defect, or omission in the Indenture under Section 11.01(a) or Section 11.01(d) of the Master Indenture.

An ambiguity, inconsistency, defect, or omission has been identified in the First Supplemental Indenture. In light of the foregoing, the Bondholder Representative has provided its consent to this First Amendment.

Section 7. Borrower Consent

Under Section 11.05 of the Master Indenture, a Supplemental Indenture that affects any rights of the Borrower shall not become effective until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In light of the foregoing, the Borrower has provided its consent to this First Amendment.

Section 8. Confirmation of Master Indenture.

As supplemented by the First Supplemental Indenture and this First Amendment, the Master Indenture is in all respects ratified and confirmed as regards the Series 2019 Bonds and this First Amendment shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to the First Supplemental Indenture, this First Amendment and to the Series 2019 Bonds issued thereunder.

Section 9. Effective Date.

This First Amendment shall take effect as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Downtown Development Authority of the City of Norcross has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

[SEAL]

Attest:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
NORCROSS**

Secretary

By: _____
Name: _____
Title: Chair

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Trustee**

By: _____
Name: _____
Title: _____

The Bondholder Representative hereby provides its approval and consent:

HAMLIN CAPITAL MANAGEMENT, LLC,
as Bondholder Representative

By: _____
Name: _____
Title: _____

The Borrower hereby provides its approval and consent:

BROOKHAVEN INNOVATION ACADEMY INC.,
as Borrower

By: _____
Name: _____
Title: _____