

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, November 6, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

- A. **Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. **Invocation**
- C. **Pledge of Allegiance to the Flag of the United States of America**
- D. **Roll Call (recorded)**
- E. **Presentation of previous meetings minutes for acceptance**
[23-6857](#) **Approval of Previous Meeting Minutes**
[Mayor and Council - Regular Meeting - Oct 2, 2023, 6:30 PM](#)
[Special Called Meeting - Executive Session - Oct 16, 2023, 6:00 PM](#)
[Policy Work Session - Policy Work Session - Oct 16, 2023, 6:30 PM](#)
[Town Hall Meeting - Town Hall Meeting - Oct 23, 2023, 6:30 PM](#)
- F. **Set agenda as presented for scheduled meeting.**
 - 1. [23-6858](#) **Acceptance of the Agenda and Approval of the Consent Agenda**
- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
- H. **Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**
- PH. **Public Hearings**
- J. **Reports of the Mayor and Councilmembers**
 - a. **General Announcements**

NOVEMBER CALENDAR OF EVENTS

Norcross Veterans Exhibit

Now - Thursday, November 30 | By Appointment Only | The Rectory

Election Day

Tuesday, November | 7:00 a.m. - 7:00 p.m. | Norcross City Hall - 2nd Floor
Community Room

City Hall Closed for Veterans Day Observance

Friday, November 10 | Sanitation & Recycling Norcross Services Will Not Be Impacted

Veterans Day Ceremony

Saturday, November 11 | 10:00 - 10:30 a.m. | Veterans Park

Historic Norcross Holiday Open House

Saturday, November 11 | 11:00 a.m. - 7:00 p.m. | Downtown Norcross

Movie Monday: Jerry & Marge Go Large

Monday, November 13 | 1:30 & 6:30 p.m. | Norcross Cultural Arts & Community Center

Coffee With Council

Saturday, November 18 | 8:00 a.m. | 45 South Cafe

Policy Work Session

Monday, November 20 | 6:30 p.m. | 2nd Floor Conference Room

City Hall Closed for Thanksgiving Observance

Thursday, November 23 & Friday, November 24 | Sanitation & Recycling Services Will Be Delayed

Movie Monday: Black Adam

Monday, November 27 | 1:30 & 6:30 p.m. | Norcross Cultural Arts & Community Center

Town Hall: Public Safety Administrative Building

Wednesday, November 29 | 6:00 p.m. | Norcross Cultural Arts & Community Center

COMING IN DECEMBER:**Holiday Celebration**

Friday, December 1 | 5:30 - 8:30 p.m. | Thrasher Park

Carriage Rides

Friday, December 1 | 6:30 - 8:30 p.m. | Boarding At 45 South Café

Historic Norcross Christmas Village

Saturday, December 2 | Downtown Norcross

K. Board Appointments**a. [23-6859](#) Board Appointment - Planning and Zoning Board**

The following candidates satisfied all the requirements to be considered for appointment to the Planning & Zoning Board, which currently has (1) vacancy:

Walter Bell

b. [23-6860](#) Board Appointment - Sustainable Norcross Commission

The following candidates satisfied all the requirements to be considered for appointment to the Sustainable Norcross Commission, which currently has (1) vacancy:

LeTricia Parks

Phillip Battle

C. [23-6861](#) **Board Appointment - Zoning Board of Appeals**

The following candidates satisfied all the requirements to be considered for appointment to the Zoning Board of Appeals, which currently has (1) vacancy:

Bob Evelyn

Walter Bell

L. **Consent Agenda**

1. [23-6848](#) **Purchase and Financing of 29 Jones Street**

A request for the Downtown Development Authority (DDA) to purchase 29 Jones Street using either private lender bond financing or a loan from the City.

[Agenda Report - Purchase and Financing of 29 Jones Street](#)

[Promissory Note](#)

[Deed To Secure Debt and Security Agreement](#)

[Intergovernmental Agreement](#)

2. [23-6849](#) **Budget Appropriation for Norcross Development Authority**

A recommendation to approve a one-time transfer of \$56,616.36 to the Norcross Development Authority (NDA) to be used for operational expenses.

[Agenda Report - Budget Appropriation for Norcross Development Authority](#)

[NDA Expenses - Fiscal Year 2022 to Fiscal Year 2023](#)

3. [23-6851](#) **SUP2023-002 Special Use Permit / Event Hall**

A recommendation to approve the operation of an event hall in suites 110 and 120 at 5151 Brook Hollow Parkway.

[Agenda Report - SUP2023-002 Special Use Permit / Event Hall](#)

[Special Use Permit Report](#)

4. [23-6850](#) **Comprehensive Disaster Recovery and Business Continuity Strategic Plan**

Develop an RFP to engage a consultant team to create a Comprehensive Disaster Recovery and Business Continuity Strategic Plan. Their expertise will ensure a thorough assessment of risks, identification of critical processes, and development of resilient strategies. Protect our business and mitigate potential disruptions with professional guidance.

[Agenda Report - Comprehensive Disaster Recovery and Business Continuity Strategic Plan](#)

[Gwinnett County Office of Emergency Management](#)

M **Items for Discussion**

N. **Adjourn in memory of**

O. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

P. **Signed by:** _____ **Mayor Craig Newton**

Q. **Attest:** _____ **Monique Philip, City Clerk**



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6857	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Drafter
Craig Newton

Motion
A motion to Approve/Deny the October 2nd Regular Council Meeting Minutes, the October 16th Special Called Executive Meeting, the October 16th Policy Work Session and Executive Session, and October 23rd Town Hall Meeting.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, October 2, 2023

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Dr. Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:32 PM by Mayor Craig Newton

- E. Presentation of Previous Meetings Minutes for Acceptance
- 23-6841: Approval of Previous Meeting Minutes**

Motion

A motion to Approve the September 5th Regular Council Meeting Minutes and the September 18th Policy Work Session and Executive Session.

Mayor and Council - Regular Meeting - Sep 5, 2023 6:30 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Matt Myers, Councilmember
AYES: Gaynor, Hixson, Bare, Myers, Beckles

Policy Work Session - Policy Work Session - Sep 18, 2023 5:30 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Matt Myers, Councilmember
AYES: Gaynor, Hixson, Bare, Myers, Beckles

- F. Set agenda as presented for scheduled meeting.
1. **23-6842: Acceptance of the Agenda and Approval of Consent Agenda**

Motion

A motion to accept the agenda and approve the Consent Agenda with the following items being moved to discussion:

23-6818: Non-Profit Contribution to Norcross High School Football
 23-6819: Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)
 23-6795: Personal Transportation Vehicle (PTV/Golf Cart) Ordinance
 23-6837: Cochran Road - Valley Drive Contract Award
 23-6833: Norcross Board & Commission Compensation

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Matt Myers, Councilmember
AYES: Gaynor, Hixson, Bare, Myers, Beckles

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies
23-6843: Proclamation Recognizing National Cyber Security Awareness Month

RESULT:	ACKNOWLEDGED AND READ BY MAYOR NEWTON
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H. Floor Open to Citizens Desiring to Address the Governing Authority

- a. Comments by Citizens
- b. Comments by Council
- c. Comments by City Manager

PH. Public Hearings

J. Reports of the Mayor and Councilmembers

a. General Announcements

OCTOBER CALENDAR OF EVENTS

NG&S's Norcross Life Through the Lens Exhibit

Now - Tuesday, October 31 | Various Times | Various Locations

Downtown Yarn Bombing

Thursday, October 5 - Sunday, October 8 | Downtown Norcross

First Friday Concert: Grains of Sand

Friday, October 6 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Lionheart's 'Bewitching'

Friday, October 6 - Sunday, October 15 | Various Times | Lionheart Theatre

Norcross Art Splash Festival

Saturday, October 7 | 10:00 a.m. - 6:00 p.m. | Downtown Norcross

Sunday, October 8 | 10:00 a.m. - 5:00 p.m. | Downtown Norcross

Movie Monday: Whitney Houston: I Wanna Dance with Somebody

Monday, October 9 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council

Saturday, October 14 | 8:00 a.m. | 45 South Cafe

Neighborhood Cleanup & Recycling Day

Saturday, October 14 | 8:00 a.m. - 12:00 p.m. | Norcross Public Works

Policy Work Session

Monday, October 16 | 6:30 p.m. | City Hall 2nd Floor Conference Room

HNBA's Paint & Sip

Wednesday, October 18 | 6:30 - 8:30 p.m. | Cultural Arts & Community Center

Downtown Walking Tour

Saturday, October 21 | 10:00 a.m. | Thrasher Park

Pedal Norcross

Saturday, October 21 | 3:00 - 6:00 p.m. | Skin Alley

Movie Monday: Guardians of the Galaxy Vol. 3

Monday, October 23 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

HNBA's Witches Night Out

Thursday, October 26 | 5:30 - 8:30 p.m. | Downtown Norcross

Deutsche German Klassic Car Show

Saturday, October 28 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

HNBA's Trick or Treating

Saturday, October 28 | 1:00 p.m. - Supplies Last | Downtown Norcross

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

K. Board Appointments**A. 23-6844: Board Appointment - Norcross Public Arts Commission**

Motion

A motion to Approve the appointment of the following board member and unexpired term as presented:

Norcross Public Arts Commission

Elizabeth Simpson

12/1/2024

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

L. Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Arlene Beckles, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

1. 23-6814: Recommendation to Adopt the Master Arts and Cultural Plan

Motion

A motion to Approve the adoption of the Master Arts & Cultural Plan drafted by Purpose Possible.

2. 23-6816: Non-Profit Funding Request - So Am I Worthy Inc.

Motion

A motion to Approve a contribution up to \$5,045 to SO AM I WORTHY INC Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings.

3. 23-6836: Non-Profit Funding Request - Norcross Gallery & Studios

Motion

A motion to Approve a contribution up to \$2,600 to Norcross Gallery & Studios for the purpose of covering costs associated with NORCROSS-LIFE THROUGH THE LENS Photo contest and exhibit.

4. 23-6817: Non-Profit Contribution to Gwinnett Housing Corporation

Motion

A motion to Approve a contribution up to \$2,025.00 to Gwinnett Housing Corporation for the purpose of covering costs associated with the rental of the Norcross Cultural Arts & Community Center for meetings

5. 23-6835: Contract Award for Architectural & Engineering Services

Motion

A motion to Approve the award of a contract for Architectural & Engineering services to CROFT & Associates.

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

6. 23-6831: RFP for HRIS Software

Motion

A motion to Approve the issuance of a Request for Proposals (RFP) to solicit the services of a qualified Human Resources Information System (HRIS) vendor with verifiable experience.

7. 23-6827: IGA Extension for Mitchell Road Property (Norcross Development Authority)

Motion

A motion to Approve the attached First Amendment to the Intergovernmental Agreement between the City of Norcross and the Norcross Development Authority extending the agreement through December 31, 2024.

8. 23-6820: Recommendation of Consultant for Target Industry Report

Motion

A motion to Approve the selection of Bleakly Advisory Group INC to complete the Target Industry Report.

9. 23-6828: Bolton Circle Resurfacing ITB

Motion

A motion to Approve the solicitation of an Invitation to Bid (ITB) for the resurfacing of Bolton Circle Road from the first intersection with Beaver Ruin Road to the 2nd entrance to the CarMax parcel.

10. 23-6826: Overhead and Underground Distribution Electric On-Call Contractors

Motion

A motion to Approve qualified contractors to provide overhead and Underground Distribution Electric labor services and equipment rates.

11. 23-6822: PWUP Surplus Vehicles

Motion

A motion to Approve the sale of five (5) PWUP vehicles as surplus due to the high costs of maintenance and the high mileage on these vehicles.

12. 23-6824: 2023 CDBG Resurfacing ITB

Motion

A motion to Approve the issuance of an Invitation to Bid (ITB) for the resurfacing of multiple roadways approved by Gwinnett County's Community Development program CDBG 2023.

13. 23-6825: Peachtree Industrial Boulevard Name Change

Motion

A motion to Approve the adoption of the attached resolution directing the City Manager to pursue changing the name of Peachtree Industrial Boulevard to Peachtree Boulevard, including authorizing the City Manager to pursue ancillary actions to ensure the efficient and informed transition of any address change for property owners.

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

M. Items for Discussion**1. 23-6818: Non-Profit Contribution to Norcross High School Football**

Motion

A motion to Approve a contribution up to \$5,000 in support of the Norcross High School Football team.

RESULT:	APPROVED [4 TO 1]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Andrew Hixson, Josh Bare, Matt Myers, Arlene Beckles
NAYS:	Bruce Gaynor

2. 23-6819: Gravel Pave Parking at Phase 2 Property (Britt Street Below Community Center)

Motion

A motion to Authorize the City Attorney to work with DDA to draft a five-year Intergovernmental Agreement with the City of Norcross and the Downtown Development Authority to install approximately 44 gravel surface pervious parking spaces on the Phase 2 property fronting Britt Street below the Community Center.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

3. 23-6795: Personal Transportation Vehicle (PTV/Golf Cart) Ordinance

Motion

A motion to Approve the adoption of the proposed Personal Transportation Vehicle (PTV) ordinance.

RESULT:	TABLED TO
TO:	Next: 10/16/2023 6:30 PM Policy Work Session

4. 23-6837: Cochran Road - Valley Drive Contract Award

Motion

A motion to Approve the award of a contract agreement with CGS to proceed with the construction of the Cochran Road - Valley Drive Pedestrian connection as well as a budget amendment in the amount of \$6,000 to cover the additional engineering costs associated with the design services.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Mayor Pro Tem
SECONDER:	Arlene Beckles, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Beckles

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. **23-6833: Norcross Board & Commission Compensation**

Motion

A motion to Approve an increase in compensation for applicable Norcross Boards and Commissions.

RESULT:	APPROVED [4 TO 1]
MOVER:	Matt Myers, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Andrew Hixson, Josh Bare, Matt Myers, Arlene Beckles
NAYS:	Bruce Gaynor

N. **Adjourn in memory of**

O. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting adjourned at 7:20 PM with a motion to adjourn by Councilmember Bare, seconded by Councilmember Hixson.

P. **Signed by** _____ **Mayor Craig Newton**

Q. **Attest:** _____ **Monique Philip, City Clerk**

Minutes Acceptance: Minutes of Oct 2, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, October 16, 2023

6:00 PM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Oct 16, 2023 6:00 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Mayor Craig Newton

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Dr. Arlene Beckles	Councilmember	Present	

Executive Session was called to order at 6:00 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Meeting Closed for Executive Session to Discuss Real Estate**

The meeting adjourned to Executive Session to discuss Real Estate at 6:00pm with a motion to adjourn by Councilmember Bare, seconded by Councilmember Myers.

Executive Session adjourned at 6:30pm with a motion to adjourn by Mayor Pro Tem Gaynor, seconded by Councilmember Myers.

D. Signed by _____ Mayor Craig Newton

E. Attest _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Oct 16, 2023 6:00 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, October 16, 2023

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Oct 16, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Bruce Gaynor	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Josh Bare	Councilmember	Present	
Matt Myers	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Policy Work Session was called to order at 6:34 PM by Mayor Craig Newton

B. Citizen Input

Faye McFarland requested clarity regarding the proposed PTV ordinance.

C. Board Updates

Discovery Garden Park Board - John Herron

Norcross Housing Authority - Gail Newton and Beth Brown

D. General Updates

City Council Briefing: Updates to the Town Center LCI and 2040 Comprehensive Plan - Jim Summerbell

E. Council- General Discussion**F. Board Appointments**

Mayor and Council will consider appointments to the following board, authority, or commission:

Planning & Zoning Board

Sustainable Norcross Commission

Zoning Board of Appeals

G. City Manager's Report**H. Items for Discussion****1. 23-6848: Purchase and Financing of 29 Jones Street**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 11/6/2023 6:30 PM
TO:	Mayor and Council

2. 23-6849: Budget Appropriation for Norcross Development Authority

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 11/6/2023 6:30 PM
TO:	Mayor and Council

Minutes Acceptance: Minutes of Oct 16, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. **23-6795: Personal Transportation Vehicle (PTV/Golf Cart) Ordinance**

RESULT:	TABLED INDEFINITELY
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4. **23-6794: Potential Tax Allocation District Projects**

RESULT:	TABLED INDEFINITELY
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5. **23-6851: SUP2023-002 Special Use Permit / Event Hall**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/6/2023 6:30 PM
TO:	Mayor and Council

6. **23-6853: Lions Club Park Parking**

RESULT:	TABLED TO
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	Next: 11/20/2023 6:30 PM
TO:	Policy Work Session

7. **23-6850: Comprehensive Disaster Recovery and Business Continuity Strategic Plan**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/6/2023 6:30 PM
TO:	Mayor and Council

8. **23-6800: HRD Cultural Assessment Update**

RESULT:	THIS MATTER WAS REFERRED TO HR STAFF
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9. **22-6596: Employee Complaint Resolution Policy**

RESULT:	THIS MATTER WAS REFERRED TO HR STAFF
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10. **22-6595: Hiring and Promotion Policy Discussion**

RESULT:	TABLED TO
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	Next: 11/20/2023 6:30 PM
TO:	Policy Work Session

I. **Adjourn to Executive Session for Personnel**

Councilmember Bare motioned to adjourn, and Councilmember Myers seconded. The meeting was closed at 8:38 PM

Minutes Acceptance: Minutes of Oct 16, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

- J. Signed by: _____ Mayor Craig Newton
- K. Attest: _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Oct 16, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Town Hall Meeting Minutes

Monday, October 23, 2023
6:30 PM

Norcross Cultural Arts and Community Center

Town Hall Meeting

Mayor Craig Newton
Mayor Pro Tem Bruce Gaynor
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Matt Myers
Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Oct 23, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

Townhall Meeting Called to Order by Mayor Craig Newton

Roll Call

1. Welcome and Brief Comments

- a. Mayor Newton introduced the Council Members and thanked everyone in attendance. Mayor Newton explained the meeting objectives and upcoming timeline:
 - i) The construction of new Public Safety Building is of utmost importance.
 - ii) This Town Hall serves as a platform for open dialogue so that each citizen has the opportunity to provide input in the design and functionality of the Public Safety Building.
 - iii) Objective:
 - (1) Discuss the architectural design of the building exterior.
 - (2) Discuss the location of the Public Safety Building and its accessibility to residents.
 - (3) Understand the range of services the building will undertake.

2. Comments from the City Manager

- a. City Manager Johnson thanked everyone in attendance and explained the project history:
 - i) Earlier in the year, community requested acquisition of a Program Management company to represent the City.
 - ii) Community requested to rebid the architectural services for a ground-up project.
 - iii) Turner & Townsend Heery/AEI were hired as the Program Management firm and Croft & Associates were awarded the project as the Architect. Both services were competitively bid.
 - iv) The project timeline is expected to take about 2.5 years - 12 months for design which includes City approval processes plus 18 months for construction.

3. Introduction of Team Members

- a. Kelley Brown (Program Management) introduced the Program Management Team and Architect.

4. General Overview of Public Safety Building

- a. Chad Kastner (Program Management) explained that the proposed site is located at the intersection of Buford Highway and Stevens Road and the current proposed Public Safety Building is currently programmed to be roughly 33,000 square feet.
- b. The new building will include Public Spaces, Command Space, Detective Space, Patrol Space, Dispatch, Evidence Room, Fitness Room, and Courts. The new building will also include a public meeting space.

5. Explanation of Boards & Intent of Next Two Town Hall Meetings

- a. City Manager Eric Johnson explained the history of the site's location and associated benefits. Due to existing utilities which lie underneath Stevens Road, the location of the building cannot be in the center of the site. Because of this location constraint, the building will most likely be two stories. He stated the development of the Public Safety Building will be a long process.

6. Introduction of Site Board

- a. Allison Hardy (Architect) briefly explained the design intent of the five design style boards as follows:
 - i) Board 1 is Contemporary, Transparent, and Inviting.
 - ii) Board 2 is Contemporary and Monumental.
 - iii) Board 3 is Art Deco Inspired.
 - iv) Board 4 is Railroad Building Inspired with Traditional Elements.
 - v) Board 5 is Traditional and Classical
- b. Allison Hardy stated the goal of this meeting is to understand the community's design preference for the building using the options presented in the five provided design style boards.
- c. Citizens were asked for comments. The comments are as follows:
 - i) Citizen #1 stated Board #1 looks like a school.
 - ii) Citizen #2 stated Board #5 looks like it will play to the square footage better than Board #1.
 - iii) Citizen #3 stated that Board #1 is the most open and inviting.
 - iv) Citizen #4 stated great job incorporating the design option choices for the City. Encouraged the new design to blend with Buford Highway.
 - v) Citizen #5 asked if sustainability and efficiency was considered. Alison Hardy responded that the building would be designed to LEED standards and would comply with City requirements for sustainability.
 - vi) Citizen #6 stated that Board #1 couldn't be as efficient in design layout as other Boards.
 - vii) Citizen #7 asked "what does the community want?" They wanted to be proud of the building. They wanted an architectural competition for the design. The design should provide a connection to downtown.
 - viii) Citizen #8 stated that Norcross is a Railroad Town. They wanted the feel of "Old Norcross" and requested consideration for how the building will look in the future since this building will be used 50-100 years from now.
 - ix) Citizen #9 liked Citizen #8's comments. They feel the "Railroad town" design is important. They asked the Chief what he wanted in the building. The Chief responded that he needs it to function.
 - x) Citizen #10 likes Board #1. They stated we must ask young people what they think.
 - xi) Citizen #11 asked if the cost or functionality changes with the style selected. Allison Hardy responded that cost has no bearing on style and the purpose of this Town Hall was to focus on style. She also noted that the functionality would not change due to style.
 - xii) Citizen #12 stated this is a great opportunity to reflect on how Norcross is expanding. They stated that we didn't need to copy the design of other buildings and that this is a real chance to connect.
 - xiii) Citizen #11 asked which level LEED Certification the project will try to obtain. Allison Hardy responded that it will be sustainable, but LEED level had not been confirmed. The building will comply with City requirements.
 - xiv) Citizen #1 stated that Board #4 represented Norcross as it is today. They stated we need to set the standard of what Norcross will look like in the future.
 - xv) Citizen #2 stated Board #1 will get a lot of heat from the sun with the building facing south.
 - xvi) Citizen #7 was concerned that there would be no architectural competition. They would like to see something to be proud of and include wow factors.

Minutes Acceptance: Minutes of Oct 23, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

xvii) Citizen #3 asked if there could be a design interest survey at Norcross High School. City staff responded that they would reach out to the local high school community to determine how to obtain the students' input.

xviii) Citizen #6 asked if you can vote more than once. Kelley Brown responded that one vote per person was preferred, and on-line voting only allowed one vote per person.

- d. Kelley Brown explained the voting process. Online voting starts at 8am on October 24, 2023, and closes at 8:30pm on October 31, 2023. The next Town Hall will have a more defined designed path of options.
- e. The Mayor thanked staff and asked Pam Ledbetter (Accent Creative Group) to explain the on-line voting process again.
- f. Pam Ledbetter explained in-person voting is available now and the ballot box is near the entry door along with the voting slips. On-line voting will be available on the City's website.
- g. Mayor Newton re-explained the intent of the five design style board options and asked people to vote.

7. Comments from Councilmembers

- a. Councilmember Myers thanked everyone for attending and said they liked the railroad and "open feel". He said he would like to see public space on the site as well.
- b. Councilmember Gaynor believed elements of several design style boards would look good together. He liked the "openness and railroad feel" also. He expressed a desire for a design to be proud of. He like how the building sits and wants it to face Buford Highway.
- c. Councilmember Hixson hoped the younger citizens will visit the building. He would like to explore the different options with LEED. He expressed a want for the building to be a community center and Public Safety facility. He does not like Board #5 and expressed a need for future parking expansion capability.
- d. Councilmember Beckles stated Board #3 should be eliminated. She requested an investigation of exploring a building over 2 stories. She liked the idea of competition and liked the building to be open and inviting to the public.
- e. Councilmember Bare hoped this is a "100-year" building. He asked if function should be defined deeper. He expressed a vision of care, refuge, mentorship, partnership and "neighborhoodness" with the building's potential. He stated the building should have a "downtown feel" and that the topography should be inviting.

8. Comments/ Questions from the Public

- a. Mayor Newton offered to answer additional questions.
 - i) Citizen #10 asked to have the younger people involved. They would like invitations issued to everyone in the community so that all can be represented in this process.
- b. Mayor Newton thanked everyone for attending and closed the meeting.

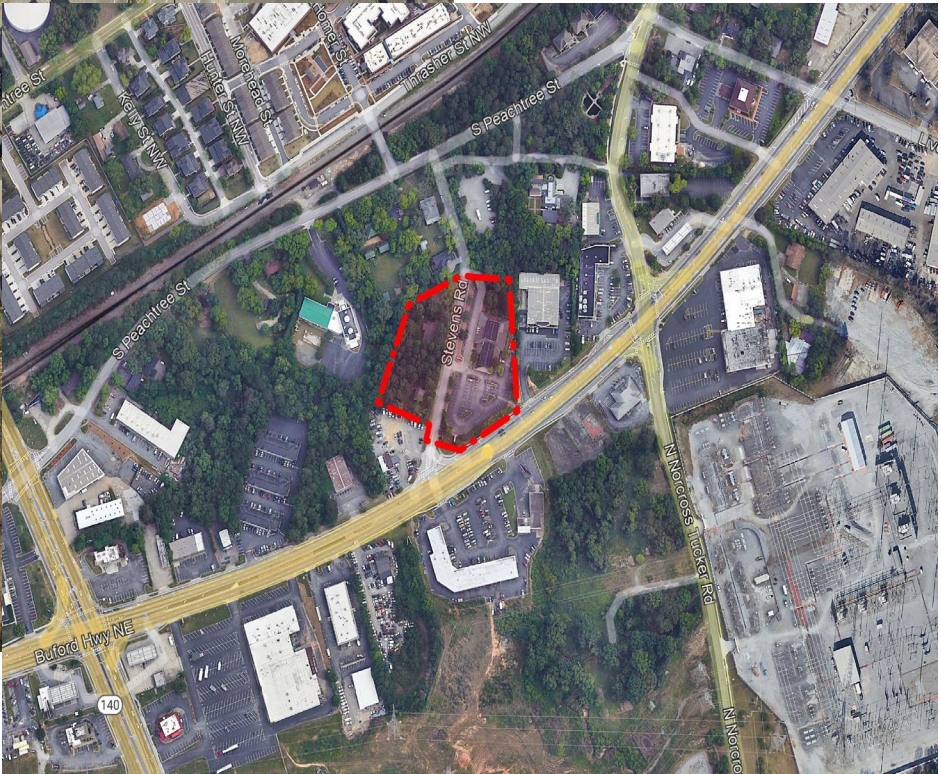
Minutes Acceptance: Minutes of Oct 23, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)

END

Signed by: _____ Mayor Craig Newton

Attest: _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Oct 23, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)





Minutes Acceptance: Minutes of Oct 23, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



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Minutes Acceptance: Minutes of Oct 23, 2023 6:30 PM (Presentation of previous meetings minutes for acceptance)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6858	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda and Approval of the Consent Agenda		

Sponsors:

Code Sections:

Title

Acceptance of the Agenda and Approval of the Consent Agenda

Motion

A motion to Accept the Agenda as Presented with the following items being moved to discussion:



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6859	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Planning and Zoning Board		

Sponsors:

Code Sections:

Title
Board Appointment - Planning and Zoning Board

Motion

A motion to Approve the appointment of the following board members and terms as presented:

Planning and Zoning Board

June 1, 2025



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6860	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Sustainable Norcross Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Sustainable Norcross Commission

Motion
A motion to Approve the appointment of the following board members and terms as presented:

Sustainable Norcross Commission

December 1, 2024



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6861	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Zoning Board of Appeals		

Sponsors:

Code Sections:

Title
Board Appointment - Zoning Board of Appeals

Motion
A motion to Approve/Deny the appointment of the following board members and terms as presented:

Zoning Board of Appeals

June 1, 2027



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6848	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Purchase and Financing of 29 Jones Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Purchase and Financing of 29 Jones Street](#)
2. [Promissory Note](#)
3. [Deed To Secure Debt and Security Agreement](#)
4. [Intergovernmental Agreement](#)

Title

Purchase and Financing of 29 Jones Street

Drafter

Jim Eyre

Motion

A motion to Approve/Deny the terms of the financing agreement in principal with minor revisions as to form to be approved by counsel and signed by the Mayor.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Downtown Development Authority of the City of Norcross ("DDA")

Meeting Date: November 6, 2023 – Mayor & Council

Item No.: 23-6848

Title: Purchase and Financing of 29 Jones Street

CC: Eric Johnson, City Manager

Recommendation – The DDA would propose purchasing 29 Jones Street using either private lender bond financing or a loan from the City. Both options would include the same terms as defined below.

Background – The DDA has executed a Purchase and Sale Agreement for the property at 29 Jones Street. The terms of the Agreement include: (i) \$1,250,000 Purchase Price; (ii) \$25,000 Earnest Money paid by the DDA; (iii) 45 day Inspection Period; (iv) 30 day Close Period with an option to extend for 30 days with payment of an additional \$25,000 Earnest Money, and; (v) Closing prior to 12/31/2023. The subject property includes 0.24 acres developed with a 2,770SF building and 20 parking spaces. The subject property is contiguous with City owned property on 3 sides.

The subject property is currently leased with the following terms (i) Annual Rent currently approximately \$108,500 with 2.5% annual increase; (ii) modified triple net Lease structure – Tenant responsible for payment of all taxes above the 1997 tax amount, insurance utilities and maintenance associated with the interior and equipment at the subject property, (Landlord responsible for maintenance of roof and structure) and; (iii) Base Lease Term thru 9/31/24 with option for 2 – 5 year extensions.

Financial Consideration - The DDA has secured competitively bid financing from Truist Bank that includes: (i) 15 year term; (ii) 5.50% interest rate; (iii) prepayable with no penalty after 5 years; (iv) Loan Amount including the \$1.25m Purchase Price and approximately \$125,000 origination costs, and; (v) Annual Debt Payment of \$132,000. The City would back the DDA bond sold to Truist Bank and it would be issued on a parity with the Brunswick parking deck

debt secured by a pledge not to exceed 3 mills of City property tax. If there was no rent from 29 Jones Street, the \$132,000 debt payment would be equivalent to 0.13 mills.

As an alternate to the private debt financing, the City could provide a loan to the DDA for the acquisition of 29 Jones Street in the amount of the \$1,250,000 purchase price at the same 15 year lease term and 5.50% interest rate. The annual loan payment for the \$1.25m loan amount would be approximately \$122,600. This loan would generate a higher interest rate than is currently generated by City cash deposits with the interest paid to the City rather than a private lender. In addition, City financing would reduce the loan origination costs by over 90% to less than \$10,000. The City financing option would be backed by the City but not impact its bonding capacity.

The DDA recommends the purchase of 29 Jones Street as an opportunity to expand the City's holdings at the City Hall property with an income producing property that covers a majority of the cost of acquisition. The subject property provides the opportunity to increase the City owned parking count in the downtown area and further expand existing City owned parking with a more efficient parking lot to the south and west of City Hall. The DDA will provide a parking sketch showing the potential expanded parking configuration at the Policy Work Session.

The DDA is asking Council to provide direction on financing with acquisition with either (i) private bond financing with Truist Bank, or (ii) City financing from cash reserves.

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

Goal 4: Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Next Steps: Upon receipt of direction on financing from Council, the DDA will pursue the necessary legal documentation - bond documents for Bank financing or IGA for City financing - for final approval by appropriate parties. With financing secured, the DDA will continue to move toward Closing the acquisition of 29 Jones Street.

Attachments:

Promissory Note

Deed To Secure Debt and Security Agreement

Intergovernmental Agreement

Update:

PROMISSORY NOTE

\$1,250,000.00

December ___, 2023

Norcross, Georgia

FOR VALUE RECEIVED, the undersigned **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS** (hereinafter "DDA") at 65 Lawrenceville St. NW, Norcross, GA 30071, hereby promises to pay to the order of **CITY OF NORCROSS, GEORGIA, a political subdivision of the State of Georgia** (hereinafter "City"), at 65 Lawrenceville St. NW, Norcross, GA 30071, or at such other place as City may from time to time hereafter direct in writing, in legal tender of the United States of America, the principal sum of ONE MILLION, TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$1,250,000.00), together with interest on the unpaid principal balance from time to time outstanding hereunder as hereinafter set forth (hereinafter "Note"), together with interest on the unpaid principal balance from time to time outstanding hereunder at a fixed rate of five and one half percent (5.5 %) per annum based upon a fifteen (15) year loan amortization schedule. The loan shall mature and all payments, accrued interest, and fees provided herein or by the corresponding security instrument shall be immediately due and payable on December 31, 2038 (the "Maturity Date"). Interest shall be computed on the outstanding principal balance from day to day on the basis of a 365 day year, but shall be charged for the actual number of days within the period for which interest is being charged.

Principal and interest payments provided above shall begin January 1, 2024 and end on the earlier to occur of the following: (a) the satisfaction of all principal, accrued interest, and/or fees; (b) upon the sale of all or any part of the collateral securing this Note; or (c) upon the Maturity Date. Monthly payments of principal and interest shall be due and payable on the 1st day of each month and continuing thereafter through and including the Maturity Date. A final payment shall be due and payable on the Maturity Date in the amount of the then unpaid principal balance and all accrued but unpaid interest, plus all fees, costs, and expenses due hereunder.

This Note may be amended, modified, supplemented and/or renewed from time to time at the option of the City. Any such amendment shall be memorialized in a written agreement, approved by the DDA, and shall be approved by the majority vote of the City Council for the City at a duly called and noticed meeting of the same and executed by the Mayor of the City. Until such vote and execution, no proposed amendment, modification, supplement and/or renewal shall be effective and this Note shall bind the obligations between the parties.

DDA and City hereby acknowledge that all terms and provisions as set forth in that certain Intergovernmental Agreement for the Purchase, Financing and Redevelopment of 29 Jones Street, Norcross, Georgia, dated November ____, 2023, by and between City and DDA (hereinafter "IGA") are incorporated herein by this reference.

Any principal of, and to the extent permitted by applicable law, any interest on this Note, and any other sum payable hereunder, which is not paid when due shall bear interest, from the date due and payable until paid, payable on demand, upon any default or on sale, at the rate of nine

percent (9%) per annum . Notwithstanding the foregoing, in the event of nonpayment, City shall give notice to DDA, prior to acceleration, a date, not less than thirty (30) days from the date the notice is given to DDA, of the action required to cure said default without payment of the foregoing default interest

This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Georgia.

This Note may be prepaid in whole or in part at any time or times without penalty.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, City shall be entitled to collect actual attorneys' fees in an amount equal to fifteen percent (15%) of the principal and interest, and all costs of collection.

The occurrence of any one or more of the following shall constitutes an event of default (hereinafter "Event of Default") hereunder: (a) DDA fails to make any payment when due under this Note; (b) DDA fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents, including but not limited to the corresponding security instrument, or to comply with or to perform any term, obligation, covenant or condition contained in the IGA ; (c) DDA defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement in favor of any other creditor or person that materially affects the Subject Property identified in the IGA or DDA's ability to repay this Note or perform DDA's obligations under this Note or any of the related documents; (d) any warranty, representation or statement made or furnished to City by DDA or on DDA's behalf under this Note or the related documents is knowingly false or misleading in any material respect; (e) the dissolution or termination of DDA's existence as a going concern, the insolvency of DDA, the appointment of a receiver for any part of the Subject Property identified in the IGA, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against DDA; (f) commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of DDA or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of DDA's accounts, including deposit accounts, with City (provided, however, this Event of Default shall not apply if there is a good faith dispute by DDA as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if DDA gives City written notice of the creditor or forfeiture proceeding and deposits with City monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by City, in its sole discretion, as being an adequate reserve or bond for the dispute); (g) any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note (provided, however, that such an Event of Default shall not be triggered by a member of the DDA vacating his or her seat on the authority, unless such vacancy otherwise is a default under this Note); (h) a material adverse change occurs in DDA's financial condition, or City believes, with reasonable written evidence, the prospect of payment or performance of this Note is impaired; or (i) City, in good faith and with reasonable written evidence, believes itself insecure.

Upon the occurrence of any one or more of the foregoing Events of Default, City shall give notice to DDA, prior to acceleration, a date, not less than thirty (30) days from the date the notice is given to DDA, of the action required to cure said default. The failure to cure the default on or before the date specified in the notice may result in the acceleration of the entire unpaid principal balance hereof, together with all accrued but unpaid interest, and without any further notice to or demand upon DDA of any kind, all of which notice and demand DDA hereby expressly waive, become immediately due and payable. Should this Note, or any part of the indebtedness evidenced hereby, be collected by or through an attorney at law,

TIME IS OF THE ESSENCE OF THIS NOTE. SUBJECT TO THE NOTICE AND RIGHT TO CURE PROVISIONS SET FORTH HEREIN, DDA HEREBY WAIVES PRESENTMENT FOR PAYMENT, DEMAND FOR PAYMENT, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR AND NOTICE OF NONPAYMENT HEREOF.

In no event, whether by acceleration of the maturity of the indebtedness evidenced by this Note or otherwise, shall the amount of interest due or payable hereunder exceed the maximum rate of interest that may be paid by DDA under applicable law; and, in the event of any such payment inadvertently paid by DDA or inadvertently received by City, such excess sum shall be, at DDA's option, returned to DDA forthwith or credited as a payment of principal, but shall not be applied to the payments of interest. It is the intent hereof that DDA not pay or contract to pay, and City not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by DDA under applicable law.

Wherever possible, each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Note. No delay or failure on the part of City in the exercise of any right or remedy hereunder or under the IGA, Security Deed or any other agreement with DDA shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise by City of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. City, at its option, may enforce its rights against any collateral securing this Note or against any guarantor of or surety for this Note without enforcing its rights against DDA or any other property or indebtedness due or to become due to DDA. DDA agrees that City shall have no responsibility for the protection or preservation of the value of, and may at any time release, any collateral securing this Note.

[Signature Page to Promissory Note - \$1,250,000.00]

IN WITNESS WHEREOF, DDA has hereunto set its hand and affixed its seal, the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF NORCROSS

By: _____(SEAL)
Jim Eyre, Chairman

AFTER RECORDING, RETURN TO:
Thompson, O'Brien, Kappler & Nasuti, P.C.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092

DEED TO SECURE DEBT AND SECURITY AGREEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS DEED TO SECURE DEBT AND SECURITY AGREEMENT (hereinafter referred to as this "Security Deed") is made and entered into this ___ day of November, 2023, from **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS, GEORGIA**, party or parties of the first part, (hereinafter individually and, if more than one, collectively referred to as "Grantor"), to **CITY OF NORCROSS, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA**, party of the second part, (hereinafter referred to as "Grantee").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the payment of certain indebtedness hereinafter set forth and the performance of other obligations of Grantor hereinafter set forth, Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantee, with power of sale, all of the following described items (hereinafter collectively referred to as the "Property"):

(a) All those tracts or parcels of land and easements more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land").

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, members and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor.

(c) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land, or any part thereof, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions (hereinafter both individually and collectively referred to as the "Improvements").

(d) (i) all right, title and interest of Grantor in any and all fixtures of every kind and nature whatsoever which are now or hereafter attached to the Land or the Improvements including without limitation all trade, domestic and ornamental fixtures, radiators, heaters, engines and machinery, boilers, ranges, plumbing, heating, air conditioning, refrigeration, lighting, ventilation, incinerating, gas, electrical and sprinkling equipment and systems, carpeting and other floor coverings, fire extinguishers and any other safety equipment, water heaters, mirrors, mantels, cooking apparatus and appurtenances, window screens, awnings, storm sashes and machinery; (ii) all right, title and interest of Grantor in any and all documents, and equipment and general intangibles of every kind and nature whatsoever now or hereafter located in, on or about the Land or Improvements or used or intended to be used with or in connection with the construction, operation, maintenance, use or enjoyment of the Land or the Improvements including without limitation machinery, appliances, furnishings, furniture, apparatus, and all the right, title and interest of Grantor in same subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Grantor or on behalf of Grantor; (iii) all right, title and interest of Grantor in any and all equipment and general intangibles of every kind and nature whatsoever now or hereafter delivered to and placed on the Land or Improvements for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Land or the Improvements including without limitation building materials, supplies and machinery; (iv) all right, title and interest of Grantor in any and all books and records (including without limitation records regarding environmental matters) now or hereafter used or intended to be used with or in connection with the use, operation, maintenance or enjoyment of the Land or the Improvements; (v) all right, title and interest of Grantor in, to and under any and all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents and agreements relating to construction of any Improvements (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawings, models, surveys, tests, reports, bonds and government approvals) and other contracts, licenses (including operating licenses or similar licenses), permits, studies and data of every kind and nature whatsoever now or hereafter affecting the Land or Improvements or any part thereof; (vi) all rights, interest and privileges which Grantor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements; (vii) all right, title and interest of Grantor in any and all water taps and rights, sewer taps and rights, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements; (viii) all right, title and interest of Grantor in any and all signs, tradenames, trademarks, service marks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or the Improvements; (ix) all extensions, additions, improvements, betterments, renewals, replacements, accessions or substitutions from a sale of any of the foregoing, and all warranties and guaranties related thereto; and (x) all proceeds of any nature of the property described hereinabove including without limitation all goods, accounts, deposit accounts, cash proceeds, chattel paper, documents, instruments, articles of personal property and general intangibles of any nature either constituting proceeds or acquired with proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be a part of the Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Deed. All terms contained in this Paragraph shall have the same meaning as such term has in the Uniform Commercial Code as enacted by the State of Georgia, to the extent such term is defined therein.

(e) All leases, subleases, tenant contracts, rental agreements, occupancy agreements, now or hereafter affecting the Land or any Improvements, or any part thereof, whether written or oral and whether now or hereafter made or executed and delivered (hereinafter individually referred to as a "Lease" and collectively referred to as the "Leases"), and all income, rents (and payments in lieu of rents), issues, profits, royalties, and revenues of the Land or any Improvements, or any part thereof, from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, awards, judgments and settlements, tenant security deposits whether held by Grantor or in a trust

account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor, in and to the same. Grantee hereby acknowledges and gives its written approval for all Leases in existence at the time of execution of this Security Deed and any extensions and renewals thereof.

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee IN FEE SIMPLE forever; Grantor warrants that Grantor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same, and that Grantor will forever warrant and defend the title to the Premises unto Grantee against the claims of all persons whomsoever.

This Security Deed is intended to operate and is to be construed both as a deed passing legal title to Grantee, made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage (reserving only the right to Grantor to possess the Property and, where applicable, collect the income, rents, issues, profits, royalties, and revenues of same (other than insurance proceeds and condemnation payments) so long as an Event of Default has not occurred) and as a security agreement granting a present and continuing security interest and security title in the portion of the Property constituting personal property or fixtures for purposes of the Uniform Commercial Code as enacted by the State of Georgia. This Security Deed is made and intended to secure payment of the following described indebtedness:

(a) The debt evidenced by that certain promissory note dated of even date herewith, made by Grantor payable to the order of Grantee in the principal face amount of ONE MILLION, TWO HUNDRED FIFTY THOUSAND and 00/100 cents (\$1,250,000.00), with the final payment being due on or before **December 31, 2038**; together with any and all renewals, modifications, consolidations and/or extensions of the indebtedness evidenced by said promissory note or any replacement note or notes that may be substituted for said promissory note after the date hereof, either in whole or in part (hereinafter collectively referred to as the "Note" and to which Note reference is hereby made for all purposes).

(b) Any and all additional advances made by Grantee: to protect or preserve the Property or the security interest created hereby; for taxes, assessments, insurance premiums and/or liens as hereinafter provided; for performance of any of Grantor's obligations hereunder; and for any other purpose provided for herein (whether or not the Grantor remains the owner of the Property at the time of such advances).

(c) All future advances from Grantee to Grantor and all other and further indebtedness of any amount which is now or may be hereafter owed by Grantor or any borrower named in the Note (if different from Grantor), whether under the Loan Documents, as hereinbelow defined or otherwise, whether individually or jointly with others not parties hereto, and whether direct or indirect, as maker, endorser, guarantor, surety, or otherwise, and all costs of collection including attorney's fees as hereinafter set forth.

The Note, this Security Deed and any and all assignment of leases and rents, assignment of contract rights, collateral assignments, deeds to secure debt and other conveyances and transfers, security agreements, loan agreements, loan commitments, certificates and indemnification agreements and other agreements, and any and all other documents and instruments now or hereafter evidencing, securing or otherwise relating to the Note, this Security Deed or the indebtedness secured hereby, together with any and all renewals, modifications, amendments, consolidations, increases and extensions thereof, are collectively hereinafter referred to as the "Loan Documents."

Should the indebtednesses secured by this Security Deed be paid according to the tenor and effect thereof when the same shall become due and payable, and should Grantor perform all covenants herein contained in a timely manner, then this Security Deed shall be cancelled and surrendered, but otherwise shall remain in full force and effect.

Grantor hereby further covenants and agrees with Grantee as follows:

ARTICLE 1
COVENANTS AND WARRANTIES OF GRANTOR

1.01 Payment of Indebtedness and Performance of Obligations. Grantor will pay the Note according to the tenor thereof and all other indebtedness now or hereafter secured hereby promptly as the same shall become due and shall perform every obligation of Grantor contained in this Security Deed and in the other Loan Documents.

1.02 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, local or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to adversely affect Grantee, Grantor will promptly pay any such tax. If Grantor fails to make such prompt payment or if, in the opinion of Grantee, any such state, federal, local, or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize Grantee if Grantor makes such payment or if, in the opinion of Grantee, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the principal sum secured by this Security Deed and all interest accrued thereon shall, at the option of Grantee, become immediately due and payable. Nothing herein shall impose upon Grantee the obligation to pay any state or federal income taxes, corporate franchise taxes or net worth taxes assessed or levied against Grantor.

(b) Grantor (to the extent same are not paid from escrowed funds provided for in Paragraph 1.04 hereof) will pay, before the same become delinquent, all taxes, assessments and liens, whether public or private, already levied or assessed or that may hereafter be levied or assessed upon or against the Property; and will furnish Grantee within thirty (30) days after the final date whereon same can be paid without penalty evidence of the due and punctual payment of all such taxes, assessments and liens. Nothing contained herein shall require the payment or discharge of any such tax, assessment or lien by Grantor for so long as Grantor shall in good faith and at its own expense contest the amount or validity thereof by appropriate legal proceedings and provided such contest shall prevent (i) the collection thereof or other realization thereon and the sale or forfeiture of the Property or any part thereof to satisfy the same and (ii) the enforcement thereof against Grantor or the Property or any part thereof, and provided Grantor first deposits with Grantee, in escrow such sums or other security as Grantee may reasonably require to assure Grantee of the availability of sufficient funds to pay such tax, assessment or lien if and when same is finally determined to be due, plus a reasonable additional sum to cover possible costs, interest and penalties.

(c) Grantor will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created upon all or any part of the Property and remain outstanding more than thirty (30) calendar days after the date of such filing.

1.03 Insurance.

(a) Grantor shall procure for, deliver to and maintain for the benefit of Grantee during the term of this Security Deed, original paidup- insurance policies in form and substance, with expiration dates and deductible amounts, and with a company or companies acceptable to Grantee, containing non-contributory standard mortgagee clauses, their equivalent and, where applicable, a satisfactory mortgagee loss payable endorsement in favor of Grantee, containing a provision that no cancellation or reduction in coverage shall be effective unless the insurer first gives Grantee thirty (30) days prior written notice and providing the following types of insurance on the Property:

(i) insurance against loss or damage by fire, lightning, vandalism, malicious mischief and against such other hazards as are presently included in so-called "all risk replacement cost insurance"; the amount of which insurance shall be not less than the balance of the indebtedness evidenced by the Note nor less than one hundred percent (100%) of the full replacement cost of the Property without deduction for depreciation;

(ii) rent or business interruption insurance against loss of income arising out of damage or destruction by fire, lightning, vandalism, malicious mischief and flood and such other hazards as are presently included in so-called "all risk replacement cost insurance" in the amount equal to the gross annual income derived by Grantor from the Property;

(iii) general comprehensive public liability insurance coverage in such amounts as Grantee may approve;

(iv) when obtainable from the United States of America or any agency or instrumentality thereof, and when and as reasonably required by Grantee, war risk insurance in the maximum amount available up to an amount equal to one hundred percent (100%) of the full replacement cost of the Property without deduction for depreciation;

(v) such other insurance on the Property or any replacements or substitutions therefor and in such amounts as may from time to time be reasonably required by Grantee against other insurable casualties which at the time are commonly insured against in the case of properties similarly situated, due regard being given to the height and type of the improvements, their construction, location, use and occupancy, or any replacements or substitutions therefor.

(b) Grantee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies maintained pursuant to this Paragraph, and to collect and receive the proceeds from any such policy or policies that remain following completion of the repairs and/or restoration of the Property, said proceeds to be applied to any unpaid principal and interest owing on the Note Each insurance company is hereby authorized and directed to make payment for all such losses directly to Grantee, instead of to Grantor and Grantee jointly. In the event any insurance company fails to disburse directly and solely to Grantee but disburses instead either solely to Grantor or to Grantor and Grantee jointly, Grantor agrees immediately to endorse and transfer such excess proceeds to Grantee upon completion of the repairs and/or restoration of the Property. Upon the failure of Grantor to endorse and transfer such proceeds as aforesaid, Grantee may execute such endorsements or transfers for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee as Grantor's agent and attorney-in-fact so to do. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Grantee may apply the net proceeds or any part thereof, at its option, (i) to the payment of the indebtedness hereby secured, whether or not due and in whatever order Grantee elects, (ii) to the repair and/or restoration of the Property by disbursing for the repair and/or restoration of the Property in accordance with and subject to the conditions for disbursement that Grantee would customarily impose as a prudent lender in a construction or development loan or (iii) for any other purposes or objects for which Grantee is entitled to advance funds under this Security Deed; all without affecting the lien of this Security Deed or any obligation secured hereby. Grantee shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) Insurance policies described herein shall, when available, contain co-insurance clause, if any, only as acceptable to Grantee and approved by Grantee and shall contain "agreed amount" endorsements acceptable to Grantee and approved by Grantee.

(d) At least thirty (30) days prior to the expiration date of each policy maintained pursuant to this Paragraph, a renewal or replacement thereof satisfactory to Grantee shall be delivered to Grantee. Grantor shall deliver to Grantee receipts evidencing the payment for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder.

(e) In the event of the foreclosure of this Security Deed or any other transfer of title to the Property in extinguishment or partial extinguishment of the indebtedness secured hereby, all right, title and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or to Grantee, as the case may be, and Grantee is hereby irrevocably appointed by Grantor as attorney-in-fact for Grantor to assign any such policy to said purchaser or to Grantee, as the case may be, without accounting to Grantor for any unearned premiums thereon.

1.04 Monthly Deposits. At the option of Grantee and further to secure the payment of the taxes, assessments, liens and insurance premiums (herein individually and collectively referred to as the "charges"), Grantor shall deposit with Grantee, on the due date of each installment under the Note, such amounts as, in the estimation of Grantee, shall be necessary to pay such charges as they become due; said deposits to be held by Grantee, free of interest and free of any liens or claims on the part of creditors of Grantor and as part of the security of Grantee, and to be used by Grantee to pay current taxes, assessments, liens and insurance premiums on the Property as the same accrue and are payable. Payment from said sums for said purposes shall be made by Grantee at its discretion and may be made even though such payments will benefit subsequent owners of the Property. Said deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Grantee. If said deposits are insufficient to pay the charges in full as the same become payable, Grantor will deposit with Grantee such additional sum or sums as may be required in order for Grantee to pay such charges in full. Upon any Default in the provisions of this Security Deed or the Note, or any instrument evidencing, securing or in any way related to the indebtedness secured hereby, Grantee may, at its option, apply any money in the fund resulting from said deposits to the payment of the indebtedness secured hereby in such manner as it may elect. Upon payment of the indebtedness secured hereby, Grantee shall refund to Grantor any such sums then on deposit with Grantee. The term "taxes" as used in this Security Deed shall include real property ad valorem taxes, sanitary taxes and any other tax which is or may become a lien against all or any part of the Property. The term "assessments" as used in this Security Deed shall include utility charges, private and governmental fees, owners association assessments, fees and fines and all other sums of any character which may be charged or assessed against the Property.

1.05 Condemnation. In the event there hereafter occurs a condemnation (which term when used in this Security Deed shall include any damage or taking by any governmental authority or other entity having the power of eminent domain, and any transfer by private sale in lieu thereof), resulting in any damage or taking, either temporarily or permanently, of (i) the entire Property, (ii) any portion of any building now or hereafter erected on the Land, (iii) so much of the Property as causes the remainder of the Property to be in violation of any zoning laws, restrictive covenants or similar laws, regulations or restrictions affecting the Property, or (iv) so much of the Property as, in the opinion of Grantee, renders the remainder of the Property materially less useful or valuable, then, and in any one of said events, the entire indebtedness secured hereby shall, at the option of Grantee, become immediately due and payable, without notice to Grantor or any other person or entity, or at Grantee's further option, Grantee may require Grantor to apply all compensation, awards, proceeds, or other payments from such condemnation to the restoration and repair of the Property as may be necessary to cure the injury to the Property occasioned by such condemnation. Grantee shall be entitled to receive all compensation, awards and other payments or relief thereof to the full extent of the indebtedness then secured hereby. Grantee is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in Grantor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Grantor to Grantee. After

deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, Grantee may apply the net proceeds or any part thereof, at its option, (a) to the payment of the indebtedness hereby secured, whether or not due and in whatever order Grantee elects, together with any prepayment premiums, fees, or charges herein or in the Note provided, (b) to the repair and/or restoration of the Property or (c) for any other purposes or objects for which Grantee is entitled to advance funds under this Security Deed, all without affecting the lien of this Security Deed; and any balance of such monies then remaining shall be paid to Grantor. Grantor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Grantee may require. If, prior to the receipt by Grantee of such award or proceeds, the Property shall have been sold on foreclosure of this Security Deed, or by deed in lieu thereof, or under the power of sale herein granted, Grantee shall have the right to receive such award or proceeds to the extent of any unpaid indebtedness secured hereby following such sale, with legal interest thereon, whether or not a deficiency judgment on this Security Deed or the Note shall have been sought or recovered, and to the extent of attorney's fees, costs and disbursements incurred by Grantee in connection with the collection of such award or proceeds.

1.06 Care, Use and Management of Property.

(a) Grantor will at all times perform all agreements, undertakings and functions necessary to operate the Property in a manner consistent with retail and restaurant facilities in downtown Norcross.

(b) Grantor will keep and maintain the Property in good condition and repair and will do and perform all other acts which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

(c) Grantor will not commit, permit or suffer any nuisance, waste, impairment or deterioration to, or unlawful use of, the Property or any portion thereof, will not abandon or leave unattended the Property and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Property or any part thereof.

(d) Grantor will not remove, demolish or alter the structural character of any building, structure, parking area, road, driveway, landscape scheme or other improvement being a part of the Property without Grantee's prior written consent which consent shall not be unreasonably withheld.

(e) Grantor will not permit any change in any license, restrictive covenant or easement without Grantee's prior written consent which consent shall not be unreasonably withheld. Grantor will notify Grantee of all demands, proceedings, claims and actions against Grantor, and of any loss or damage to the Property.

(f) Grantor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority (including without limitation all environmental and ecological laws and regulations) affecting the Property or any part thereof. If Grantor receives notice from any federal, state, local or other governmental entity that the Property fails to comply with any applicable law, ordinance, rule, order or regulation, Grantor will promptly furnish a copy of such notice to Grantee.

(g) If all or any part of the Property shall be damaged by fire or other casualty, Grantor will give immediate written notice thereof to Grantee and promptly restore the Property to the equivalent of its original condition; and if a part of the Property shall be damaged through condemnation (which damage does not result in acceleration of the indebtedness secured hereby by Grantee as provided in Paragraph 1.05), Grantor will promptly restore, repair or alter the remaining portions of the Property in a manner satisfactory to Grantee. Notwithstanding the foregoing, Grantor shall not be obligated to so restore unless in each instance, Grantee agrees to make available to Grantor (pursuant to a procedure satisfactory to Grantee) any net insurance or condemnation proceeds actually received by Grantee hereunder in connection

with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Grantor of its obligation to restore. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Grantor shall promptly deposit with Grantee a sum equal to the amount by which the estimated cost of the restoration of the Property (as determined by Grantee in its good faith judgment) exceeds the actual net insurance or condemnation proceeds received by Grantee in connection with such damage or destruction, which deposit will be disbursed by Grantee to Grantor to defray the expense of restoration.

1.07 Leases and Other Agreements Affecting Property.

(a) Grantor agrees to execute and deliver to Grantee such reasonable and customary additional instruments, in form and substance satisfactory to Grantee, as may hereafter be requested by Grantee further to evidence and confirm the assignment to Grantee of any Lease, franchise agreement, management contract, construction contract, or other contract, license or permit provided, however, that acceptance of any such assignment shall not be construed as a consent by Grantee to any Lease, franchise agreement, management contract, construction contract, or other contract, license or permit, or to impose upon Grantee any obligation with respect thereto. Without first obtaining on each occasion the written approval of Grantee, which approval shall not be unreasonably withheld, Grantor shall not cancel or permit the cancellation of any such Lease, franchise agreement, management contract, construction contract, or other contract, license or permit, or modify any of said instruments, or accept, or permit to be made, any prepayment of any installment of rent or fees thereunder (except for security deposits and the prepayment of rent for up to one (1) month in advance). Grantor shall faithfully and punctually keep and perform, or cause to be kept and performed, all of the terms, covenants, conditions, agreements, restrictions, requirements and provisions contained in each of said instruments, now or hereafter existing, on the part of Grantor to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said instruments of all obligations, covenants and agreements by such other party to be performed thereunder.

(b) Grantor shall do all reasonable, commercially-viable acts necessary to maintain and preserve all income, rents, issues, profits and revenues of the Land or any Improvements now or hereafter located thereon, or any part thereof, from time to time accruing, or any other sums due Grantor as landlord and prevent any diminishment or impairment of the value of these sums or the Leases or the interest of Grantor or Grantee therein or thereunder. Grantor hereby authorizes and directs each present and future tenant of the Property to pay to Grantee all rents and any other sums due Grantor as landlord and to perform for the direct benefit of Grantee any other obligations of such tenant to Grantor as landlord, as if Grantee were the landlord under such tenant's Lease, immediately upon receipt of a written demand by Grantee to make such payment or perform such obligation. No such demand by Grantee shall constitute or be deemed to constitute any assumption by Grantee of any obligations of the landlord under such tenant's Lease. No such demand by Grantee shall constitute or be deemed to constitute any wrongful interference by Grantee in the affairs or business relationships for ascertaining whether any such demand by Grantee is authorized or whether a Default by Grantor has occurred under this Security Deed. Grantor hereby waives any right, claim or action Grantor may now or hereafter have against any such tenant by reason of such tenant's payment to or performance for Grantee as described above, and any such payment to or performance for Grantee shall discharge the obligation of such tenant to make such payment to, or perform such obligation for, Grantor.

(c) Grantor shall not execute an assignment of the income, rents, issues or profits, or any part thereof, from the Property unless Grantee shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to the assignment contained in this Security Deed and any assignment executed pursuant hereto or concerning the indebtedness secured hereby. Grantor shall

not permit an assignment or sublease of any Lease, without the express written consent of Grantee which consent shall not be unreasonably withheld.

(d) Grantor shall furnish to Grantee, within ten (10) business days after a written request by Grantee to do so, a sworn statement setting forth the names of all lessees and tenants of the Property, the terms of their respective Leases, the space occupied, and the rentals payable thereunder, and stating whether any defaults, offsets or defenses exist under or in connection with any of said Leases. Any and all Leases affecting the Property shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such Leases, and Grantor shall exercise Grantor's right to request such certificates within five (5) business days of any demand therefor by Grantee. Grantor will, at the written request of Grantee, furnish Grantee with executed copies of all leases now or hereafter created upon the Property or any part thereof. Any Leases hereafter entered into by Grantor for any portion of the Property must be first submitted to and approved by Grantee which approval shall not be unreasonably withheld.

(e) Each Lease, excluding any Leases existing at the time of execution of this Security Deed and any extensions or renewals thereof, shall provide that, in the event of the enforcement by Grantee of the remedies provided by law or by this Security Deed, the lessee or tenant thereunder will, upon written request of Grantee or any other person or entity succeeding to the interest of Grantee as a result of such enforcement, automatically become the lessee or tenant of Grantee or said successor in interest, without change in the terms or other provisions of said Lease; provided, however, that neither Grantee nor any such successor in interest shall be bound by (i) any payment of rental or additional rental for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee or tenant of its obligations under said Lease (and then only if such prepayments have been deposited with and are under the control of Grantee); or (ii) any amendment or modification of said Lease made without the express written consent of Grantee or said successor in interest which consent shall not be unreasonably withheld. Each Lease shall also provide that, upon written request by said successor in interest, the lessee or tenant thereunder shall deliver an instrument or instruments confirming such attornment.

(f) Notwithstanding any other provisions of this Security Deed, Grantor shall not hereafter enter into any Lease, franchise agreement, management contract or other contract, license or permit affecting the Property, or any part thereof, without the prior written consent of Grantee, which consent shall not be unreasonably withheld and except upon the following conditions: (i) each such instrument shall contain a provision that the rights of the parties thereunder are expressly subordinate to all of the rights and title of Grantee under this Security Deed; (ii) any such instrument shall contain a provision whereby the parties thereunder expressly recognize and agree that, notwithstanding such subordination, Grantee may sell the Property in the manner provided herein, and thereby, at the option of Grantee, sell the same subject to such instrument; and (iii) at or prior to the time of execution of any such instrument, Grantor shall, as a condition to such execution, procure from the other party or parties thereto an agreement in favor of Grantee, in form and substance satisfactory to Grantee, under which such party or parties agree to be bound by the provisions of Article 2, regarding the manner in which Grantee may foreclose or exercise the power of sale under this Security Deed.

1.08 Security Agreement.

With respect to the goods, accounts, deposit accounts, chattel paper, documents, instruments, articles of personal property, general intangibles, proceeds, books and records and environmental records referred to or described specifically or generally in this Security Deed, in any way connected with the use and enjoyment of the Property and whether or not located at the Property or elsewhere, whether or not in the possession of Grantor or some third party (including any federal, state or local agency or instrumentality), and whether or not written, photographic, or computerized, except to the extent same are owned by tenants under leases affecting the Property, this Security Deed is hereby made and declared to be a security agreement creating a security interest in, and encumbering, each and every item of such personal

property included herein as a part of the Property, in compliance with the provisions of the Uniform Commercial Code as enacted by the State of Georgia. Upon written request by Grantee, at any time and from time to time, a financing statement or statements affecting all of such property shall be executed by Grantor and appropriately filed. Additionally, Grantor hereby authorizes Grantee at any time and from time to time to file a financing statement or statements affecting all of such personal property without Grantor's signature where permitted by law.

The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Deed shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code as enacted by the State of Georgia, all at Grantee's sole election. Grantor shall, if Grantee requests in writing, assemble all such personal property and make it available to Grantee at a place or places, to be designated by Grantee, which shall be reasonably convenient to Grantor and Grantee. Grantee shall, in the Event of Default also have the right (i) to proceed against the aforementioned personal property in accordance with Grantee's rights and remedies with respect to the real property, in which event the provisions of the Uniform Commercial Code as enacted by the State of Georgia shall not govern the Default and Grantee's remedies, or (ii) to proceed against the aforementioned personal property separately from the real property. When proceeding against any of the aforementioned personal property under the provisions of the Uniform Commercial Code as enacted by the State of Georgia, ten (10) business days' notice of Grantee's determination to proceed against the aforementioned personal property shall be deemed reasonable notice. The reasonable expenses of retaking, holding, preparing for sale and selling the aforementioned personal property shall be deemed to include (without limitation) actual attorneys' fees.

Grantor agrees not to remove any of the aforementioned personal property from the Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld; provided, however, that Grantor may sell or otherwise dispose of obsolete, inadequate, useless or unserviceable items of the aforementioned personal property in the ordinary course of its management and operation of the Property without Grantee's consent. At the written request of Grantee from time to time, Grantor will provide Grantee with an inventory or schedule of all of the aforementioned personal property in such detail and containing such information (i.e. make, model, serial number, location, purchase date, condition, repair, etc.) as Grantee deems necessary or desirable in its sole reasonable discretion. Grantor and Grantee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Security Deed, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Security Deed, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Grantor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Grantee as determined by this Security Deed or affect the priority of Grantee's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Grantee in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Grantee's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records for the State of Georgia.

Grantor further covenants and agrees that all of the aforementioned personal property shall be owned by Grantor and, except as disclosed to and approved by Grantee in writing, shall not be the subject

matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Grantor; nor shall Grantor create or cause to be created any security interest covering any such property, other than (i) the security interest created herein in favor of Grantee and (ii) the rights of tenants lawfully occupying the Property.

Grantor further warrants that the location of the aforementioned personal property is or will be upon the Land (excepting materials intended to be located thereon and stored temporarily off-site). Grantor covenants and agrees with Grantee that Grantor will furnish Grantee with notice of any change in the principal place of business of Grantor within thirty (30) calendar days of the effective date of any change and Grantor will promptly execute any financing statements or other instruments deemed necessary by Grantee to prevent any filed financing statement from becoming misleading or losing its status.

1.09 Further Assurances; AfterAcquired- Property. At any time, and from time to time, upon written request by Grantee, Grantor will make, execute and deliver or cause to be made, executed and delivered, to Grantee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Grantee, any and all such other and further deeds to secure debt, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, agreements, letters and other documents as may, in the opinion of Grantee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the liability and obligations of Grantor under the Loan Documents and (b) to the extent applicable, the lien, security interest and security title of Grantee under this Security Deed in and to all of the Property, whether now owned or hereafter acquired by Grantor. Upon any failure by Grantor so to do, Grantee may make, execute, record, file, re-record and/or refile the above-stated such deeds to secure debt, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, agreements, letters and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee the agent and attorney-in-fact of Grantor so to do. The lien hereof will automatically attach, without further act, to all after acquired- property attached to and/or used in the operation of the Property or any part thereof except to the extent expressly released by Grantee.

1.10 Expenses. If any action or proceeding be commenced (including without limitation any action to foreclose this Security Deed or to collect the indebtedness secured hereby), to which action or proceeding Grantee is made a party, or in which it becomes necessary to defend or uphold the lien of this Security Deed, or in which Grantee is served with any legal process, discovery notice or subpoena relating to Grantee's lending to Grantor or accepting a guaranty from a guarantor of the indebtedness secured hereby, Grantor will reimburse to Grantee all of the foregoing expenses (including without limitation the cost of any environmental audit) which have been or may be incurred by Grantee with respect to the foregoing. All sums paid by Grantee for the expense of any litigation to prosecute or defend the rights and lien created by this Security Deed or to appear or to take action in response to any such legal process, discovery notice or subpoena (including attorneys' fees and disbursements) shall be paid by Grantor, upon demand by Grantee, and any such sum shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Deed, and shall be deemed to be secured by this Security Deed. In any action or proceeding to foreclose this Security Deed, or to recover or collect the indebtedness secured hereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

1.11 Periodic Certifications. Grantor, upon ten (10) business days prior written notice, shall furnish Grantee a written statement in affidavit form or other reasonable and customary form that Grantee requests, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest and, if such offsets or defenses exist, stating in detail the specific facts relating to each such offset or defense, and any other or further information Grantee reasonably requests in writing.

1.12 Subrogation. Grantor covenants that Grantee shall be subrogated to the right, title, equity, claims and liens of all parties whose claims, liens encumbrances or charges are discharged or paid with the proceeds of the indebtedness secured hereby or otherwise discharged or paid by Grantee notwithstanding that any instrument providing public notice of same shall be satisfied and cancelled of record.

1.13 Financial Information. Grantor will keep and maintain or will cause to be kept and maintained proper and accurate books, records, and accounts reflecting all items of income and expense (i) in connection with the operation of the Property, (ii) in connection with any services, equipment or furnishings provided in connection with the operation of the Property and (iii) in connection with any environmental matters involving the Property. Grantor will furnish to Grantee annually within ninety (90) days after the end of each fiscal year of Grantor (i) a certified, itemized balance sheet and statement of annual income and expenses for the Property for the previous fiscal year in such detail and accompanied by such readily available supporting schedules as Grantee requests in writing, together with all records in connection with any environmental matters involving the Property, all certified by the Chief Financial Officer of Grantor, and (ii) if required by Grantor, audited financial statements accompanied by the unqualified opinion of independent certified public accountants satisfactory to Grantee confirming that said financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied. Should Grantor fail to furnish the aforesaid to Grantee in a timely manner, Grantee shall have the right to audit or cause to be audited the books and records of Grantor at Grantor's expense. Grantee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of Grantor or such other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as Grantee shall desire.

1.14 Restrictions on Transfer and Changes in Ownership. Grantor hereby acknowledges to Grantee that (a) the identity and expertise of Grantor were and continue to be material circumstances upon which Grantee has relied in connection with, and which constitute valuable consideration to Grantee for, the extending to Grantor of the loan evidenced by the Note and (b) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Note granted to Grantee by this Security Deed. Grantor therefore covenants and agrees with Grantee, as part of the consideration for the extending to Grantor of the loan evidenced by the Note, that Grantor shall not, without the prior written consent of Grantee, which consent shall not be unreasonably withheld (i) voluntarily or involuntarily sell, convey, transfer, assign, exchange, further encumber, mortgage, create a security interest in, or pledge all or any part of the Property, or all or any part of Grantor's legal, equitable or other interest therein, nor (ii) lease to one entity all or substantially all of the property for purposes other than actual occupancy, or enter Into an installment sales contract for all or any part of the Property, nor (iii) cause or permit any transfers of interests in Grantor, except as otherwise expressly permitted herein. The consent by Grantee to any sale, conveyance, transfer, lease, assignment, exchange, encumbrance, mortgage, security interest or pledge of the Property may be exercised arbitrarily and withheld for any reason or no reason and shall not be deemed to constitute a novation or a consent to any further sale, conveyance, transfer, lease, assignment, exchange, encumbrance, mortgage, security interest or pledge of the Property or to waive Grantee's right, at its option, to declare the indebtedness secured hereby immediately due and payable, without notice to Grantor or any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest, or other hypothecation to which it shall not have consented.

1.15 Litigation. Grantor shall promptly give notice in writing to Grantee of any litigation commenced or threatened affecting the Property.

1.16 Prior Encumbrances. With regard to any other deed to secure debt, security agreement or other lien document that created a prior encumbrance or security interest on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants, to promptly deliver to Grantee any written notices that Grantor receives from the holder thereof, and not to allow any modification or

extension of, nor to request any future advances under any note or agreement secured by the lien document without Grantee's prior written consent which consent shall not be unreasonably withheld.

ARTICLE 2 DEFAULT AND REMEDIES

2.01 Events of Default. The terms "Default", "Event of Default" or "Events of Default", wherever used in this Security Deed, shall mean any one or more of the following events:

(a) Failure by either Grantor, borrower named in the Note (if different from the Grantor) or any current or future guarantor thereof (hereinafter referred to both individually and collectively as an "Obligor"), to pay the indebtedness secured hereby, or any installment of principal interest thereof, when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or at a date fixed by reason of acceleration of the due date thereof or otherwise; or

(b) Failure by any party to the Loan Documents to duly observe or perform any term, covenant, condition or agreement thereof; or

(c) Any representation, warranty, covenant or statement of any party to the Loan Documents shall be breached or proves to be untrue or misleading in any material respect; or

(d) The filing by an Obligor of a voluntary petition in bankruptcy or the filing by an Obligor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or an Obligor seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of same or of all or any substantial part of the Property or of any or all of the rents, issues, profits or revenues thereof, or the making by an Obligor of any general assignment for the benefit of creditors, or the admission in writing by an Obligor of its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against an Obligor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of an Obligor or of all or any substantial part of the Property or of any or all of the rents, issues, profits or revenues thereof without the consent or acquiescence of Grantee; or

(f) The filing by any person or entity of any claim in any legal or equitable proceeding challenging the priority lien of this Security Deed or the death of an Obligor; or

(g) Failure by Grantor or any borrower named in the Note (if different from Grantor) to pay as and when due and payable any indebtedness as required by any other promissory note, security deed or loan document such party may, at any time, have outstanding with Grantee; or

(h) Failure by Grantor or any borrower named in the Note (if different from Grantor) to duly observe or perform any other term, covenant, condition or agreement of any other promissory note, security deed or loan document such party may, at any time, have outstanding with Grantee; or

(i) The Property or any part thereof is seized or levied upon; or

(j) A good faith belief by Grantee at any time that Grantee is insecure with respect to any person or entity obligated on the indebtedness secured hereby or that the prospect of any payment is

impaired or the value of the property is impaired; or

(k) A material adverse change in Grantor's business including ownership, management, and financial conditions, which Grantee in its opinion believes impairs the value of the Property or repayment of the indebtedness secured hereby.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby and all other sums due and payable hereunder, at the option of Grantee, shall become due and payable upon the expiration of a date not less than ninety (90) days from the date of notice of action required to cure said default. Time being of the essence of this Security Deed and thereafter such Event of Default may be cured only by the payment of such entire principal balance and all other sums due and payable hereunder; and no omission on the part of Grantee to exercise such option when entitled to do so shall be construed as a waiver of such right.

2.03 Grantee's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall have occurred and be continuing, Grantor upon demand of Grantee, shall forthwith surrender to Grantee the actual possession of the Property and if, and to the extent, permitted by law, Grantee itself, or by such officers or agents as it may appoint, may enter and take possession of all the Property without the appointment of a receiver, or an application therefor and may exclude Grantor and its agents and employees wholly therefrom, and may have joint access with Grantor to the books, papers and accounts of Grantor.

(b) If Grantor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Grantee, Grantee may obtain a judgment or decree conferring upon Grantee the right to immediate possession or requiring Grantor to deliver immediate possession of the Property to Grantee, and Grantor hereby specifically consents to the entry of such judgment or decree. Grantor will pay to Grantee, upon demand, all expenses of obtaining such judgment or decree, including compensation to Grantee, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Security Deed.

(c) Upon every such entering upon or taking of possession, Grantee may hold, store, use, operate, manage and control the Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) manage, lease and operate the Property or any part thereof, or employ a manager of the Property or any part thereof, and exercise all the rights and powers of Grantor to the same extent as Grantor could in its own name or otherwise with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Grantee, all as Grantee from time to time may determine to be in its best interest; (v) perform any and all acts required of Grantor as lessor under any Lease of all or any part of the Property and exercise any and all rights of lessor under any such Lease, all as Grantee may from time to time determine to be in its best advantage. Grantee may collect and receive all the income, rents, issues, profits and revenues from the Property, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, liens, assessments and other similar charges as Grantee may at its option pay; (ee) other proper charges upon the Property or any part thereof; and (ff) the compensation, expenses and disbursements of the attorneys and agents of Grantee, Grantee shall apply the remainder of the monies and

proceeds so received by Grantee, first to the payment of accrued interest and second to the payment of principal. Grantee shall have no obligation to discharge any duties of a landlord to any tenant or to incur any liability as a result of any exercise by Grantee of any rights under this Security Deed or otherwise. Grantee shall not be liable for any failure to collect rents, issues, profits and revenues from the Property, nor shall Grantee be liable to account for any such rents, issues, profits or revenues unless actually received by Grantee.

(d) For the purpose of carrying out the provisions of this Paragraph, Grantor hereby irrevocably constitutes and appoints Grantee the true and lawful attorney-in-fact for Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all action of said attorney-in-fact in the Property.

(e) Whenever all that is due upon such interest, deposits and principal installments and under any of the terms, covenants, conditions and agreements of this Security Deed, shall have been paid and all Events of Default made good, Grantee shall surrender possession of the Property to Grantor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

(f) In the event that Grantor and Grantee have entered into a separate assignment of leases and rents, or similarly styled agreement, the terms of such agreement shall control in case any terms or provisions thereof may contradict with this Paragraph.

2.04 Performance by Grantee of Defaults by Grantor. If Grantor shall Default in the payment, performance or observance of any term, covenant or condition of this Security Deed, Grantee may, so long as such Default continues, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Grantee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the default rate provided in the Note. Grantee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor. Grantor expressly acknowledges and agrees, however, that notwithstanding anything contained in this Paragraph to the contrary, Grantee shall not be obligated under this Paragraph to incur any expense or to perform any act whatsoever.

2.05 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor will pay to Grantee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Paragraph; and all such expenses shall be added to the indebtedness secured by this Security Deed.

2.06 Power of Sale and Enforcement.

(a) If an Event of Default shall have occurred and be continuing, Grantee, at its option, may sell the Property or any part thereof or any interest of Grantor therein separately, at Grantee's discretion with or without taking possession thereof, at public sale or sales before the door of the courthouse of the county in which the Property or any part of the Property is situated, to the highest bidder for cash, in order to pay the indebtednesses secured hereby and accrued interest thereon and insurance premiums, liens,

assessments and taxes, if any, with accrued interest thereon, and all expenses of the sale and of all proceedings in connection therewith, including actual attorney's fees if collected by law or through an attorney-at-law, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days between the first date the first such notice is published and the date on which any such sale commences) in a newspaper in which Sheriff's sales are advertised in said county. Such advertisement so published shall be notice to Grantor and Grantor hereby expressly waives all other notices except as provided herein. At any such public sale, Grantee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple, with full warranties of title and to this end, Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact- of Grantor to make such sale and execute such conveyance, and thereby to divest Grantor of all right, title, interest or equity that Grantor may have in and to the Property, or the part or parcel thereof or the interest therein which is sold, and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact- are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. Grantee's conveyance may contain recitals as to the occurrence of any Event of Default under this Security Deed, and such recitals shall be presumptive evidence that all preliminary acts prerequisite to any such sale and conveyance were in all respects duly complied with. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels at one or more separate sales and in such manner or order as Grantee, in its sole discretion, may elect, and if Grantee so elects, Grantee may sell the personal property covered by this Security Deed at one or more separate sales in any manner permitted by the Uniform Commercial Code as enacted by the State of Georgia, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Property is sold or the indebtedness secured hereby is paid in full. If the indebtedness secured hereby is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Grantee may at its option exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as Grantee may determine. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death, bankruptcy, insolvency, incompetency, dissolution or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the indebtednesses secured hereby and shall not be exhausted by one exercise thereof but may be exercised until full payment of all indebtednesses secured hereby.

(b) If an Event of Default shall have occurred and be continuing, Grantee may, in addition to and not in abrogation of the rights covered under subparagraph (a) of this Paragraph, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity (including without limitation temporary and preliminary injunctive relief) or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Security Deed or any other right, and (ii) to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes.

(c) Upon any foreclosure sale of all or any part of the Property, Grantee may bid for and purchase the Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

(d) In the event of a foreclosure sale of all or any part of the Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including actual attorney's fees , then to insurance premiums, assessments, taxes and liens advanced by Grantee, to all other advances made by Grantee pursuant to this Security Deed, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to Grantor or to any person or entity lawfully entitled thereto.

(e) In the event of any such foreclosure sale by Grantee, Grantor, if Grantor shall remain in possession, shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

(f) Grantee, at its option, is authorized to foreclose this Security Deed subject to the rights of any tenants of the Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Grantor, a defense to any proceedings instituted by Grantee to collect the indebtedness secured hereby.

2.07 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Grantor agrees to the full extent permitted by law, that in case of a Default on the part of Grantor hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, exemption (including homestead exemption) or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Deed, or the absolute sale of the Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof.

2.08 Discontinuance of Proceedings and Restoration of the Parties. In case Grantee shall have proceeded to enforce any right, power or remedy under this Security Deed or otherwise by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case Grantor and Grantee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken.

2.09 Remedies Cumulative. All of the rights and remedies contained herein are cumulative of and in addition to, and not restrictive of or in lieu of, any right or remedy provided for in any other Loan Document or now or hereafter existing by statute, at law or in equity. Grantee may, at Grantee's election and at Grantee's sole discretion, exercise each and every such right and remedy concurrently or separately or in any combination and no act of Grantee shall be construed as an election to proceed under any one provision herein or under any of the other Loan Documents to the exclusion of any other provision provided for hereunder, in any of the other Loan Documents or now or hereafter existing by statute, at law or in equity.

2.10 No Waiver; Forbearance.

(a) No delay or omission of Grantee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Security Deed to Grantee may be exercised from time to time and as often as may be deemed expedient by Grantee. No consent or waiver, expressed or implied, by Grantee to or of any breach or Default by Grantor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of Grantor hereunder. Failure on the part of Grantee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Grantee of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Default by Grantor. This Security Deed shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness secured hereby or any part thereof.

(b) If Grantee (i) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (ii) takes other or additional security for the payment of any indebtedness secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Property from the lien of this Security Deed or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Security Deed; (v) consents to the filing of any map, plat or replat affecting the Property; (vi) consents to the granting of any easement or other right affecting the Property; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Security Deed or any other obligation of Grantor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Grantee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Grantee, shall the lien of this Security Deed be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Grantee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings of Grantor.

Grantor acknowledges that the provisions of this Paragraph have been fully discussed by the parties; that no party has represented to any other party that the provisions of this Paragraph will not be fully enforced in all circumstances; that Grantor had the opportunity to be advised by legal counsel in the negotiation of this Paragraph; and that Grantor bargained at arm's length, in good faith, and without coercion or duress.

2.11 Suits to Protect the Property. Grantee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Security Deed, (b) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Grantee.

2.12 Grantee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount due and payable by Grantor under this Security Deed at the date of the institution of such proceedings and for any additional amount which may become due and payable by Grantor hereunder after such date.

2.13 WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DEED, GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED; (B) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF GEORGIA, THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING WITHOUT LIMITATION THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE CONSTITUTIONS FOR THE

SEVERAL STATES OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS SECURITY DEED AND WAIVES GRANTOR'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE UNDER POWER DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECURITY DEED ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT PRIOR NOTICE OR JUDICIAL HEARING OR BOTH; (C) ACKNOWLEDGES THAT GRANTOR HAS READ THIS SECURITY DEED AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS SECURITY DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS SECURITY DEED; (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND GRANTOR'S EXECUTION OF THIS SECURITY DEED SHALL BE CONCLUSIVE EVIDENCE THEREOF; AND (E) ACKNOWLEDGES THAT THIS SECURITY DEED IS VALID AND ENFORCEABLE BY GRANTEE AGAINST GRANTOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

ARTICLE 3 ADDITIONAL PROVISIONS

3.01 Non-Residential Status of Property. Grantor represents and warrants to Grantee that neither all of the Property nor any part thereof is to be used as a dwelling place by Grantor at the time of execution of this Security Deed.

3.02 Commercial Transaction. The interest of Grantee under this Security Deed and the liability and obligation of Grantor for the payment of the indebtedness secured hereby arise from a "commercial transaction" within the meaning of O.C.G.A. §44-14-260(l). Accordingly, pursuant to O.C.G.A. §44-14-263, Grantor waives any and all rights which Grantor may have to notice prior to seizure by Grantee of any interest in personal property of Grantor which constitutes part of the Property, whether such seizure is by writ of possession or otherwise.

3.03 Replacement of Note. Upon receipt of evidence of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Grantor or, in the case of any such mutilation, upon surrender of the Note, Grantor shall sign in lieu thereof a new note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

3.04 Claims Against Grantee. No action at law or in equity shall be commenced, or allegation made, or defense raised, by Grantor against Grantee for any claim under or related to this Security Deed, the Note or any other instrument, document, transfer, conveyance, assignment or loan agreement given by Grantor with respect to the indebtedness secured hereby, or related to the conduct of the parties thereunder, unless written notice of such claim, expressly setting forth the particulars of the claim alleged by Grantor, shall have been given to Grantee within sixty (60) days from and after the initial awareness of Grantor of the event, omission or circumstances forming the basis of Grantor for such claim. Any failure by Grantor to timely provide such written notice to Grantee shall constitute a waiver by Grantor of such claim.

3.05 Perpetual Security Interest. Grantor and Grantee herein intend by this conveyance to establish a perpetual or indefinite security interest in the real property conveyed herein, with this statement being made pursuant to the provisions of O.C.G.A. Section 44-14-80.

3.06 Right of Inspection and Entry. Grantor hereby authorizes Grantee or its representative, agent or independent contractor to enter on and upon the Land and any Improvements now or hereafter located thereon, or any part thereof, at any time and from time to time (i) for the purpose of making such audits, tests, inspections, examinations and environmental inspections, including subsurface exploration and testing, as the Grantee, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use, and operation of the Property and the conduct of the activities engaged in thereon are in compliance with this Security Deed and all federal, state, and local laws, environmental laws, rules, and regulations; and (ii) for the purpose of performing any of the acts Grantee is authorized to perform under the terms of this Security Deed.

The Grantee or its representative, agent or independent contractor, may interview Grantor and any or all of Grantor's agents and employees regarding environmental matters, including any consultants or experts retained by Grantor, all of whom are directed to discuss environmental issues fully and openly with the Grantee or its representative, agent or independent contractor and to provide such information as may be requested in writing. All of the costs and expenses incurred by the Grantee with respect to the audits, tests, inspections, and examinations which the Grantee may conduct, including the fees of the engineers, laboratories, and contractors, shall be paid by Grantor. The Grantee may, but shall not be required to, advance such costs and expenses on behalf of Grantor.

3.07 Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Security Deed, the Note or any other Loan Document, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Security Deed, the Note or any other Loan Document that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph shall control every other provision of this Security Deed, the Note or any other Loan Document.

3.08 Successors and Assigns, etc. This Security Deed shall inure to the benefit of and be binding upon Grantor and Grantee and their respective legal representatives, successors and assigns. Whenever a reference is made in this Security Deed to Grantor or Grantee such reference shall be deemed to include a reference to the legal representatives, successors and assigns of Grantor or Grantee, whether so expressed or not. This Security Deed is assignable by Grantee and any assignment hereof by Grantee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Grantee. If Grantor signs this Security Deed but does not sign an evidence of the indebtedness secured hereby, Grantor does so only to convey Grantor's interest in the Property to secure payment of the indebtedness secured hereby. If this Security Deed secures a guaranty between Grantor and Grantee or any party indebted to Grantee, Grantor agrees to waive any rights that may prevent Grantee from bringing any action or claim against Grantor or any other party obligated to Grantee to pay the indebtedness secured hereby.

3.09 Terminology. All personal pronouns used in this Security Deed whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Security Deed itself, and all references herein to Articles, Paragraphs or subparagraphs thereof, shall refer to the corresponding Articles, Paragraphs or subparagraphs thereof, of this Security Deed unless specific reference is made to such Articles, Paragraphs or subparagraphs thereof of another document or instrument.

3.10 Severability. Whenever possible, each provision and application of this Security Deed shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Security Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, such provision or application shall be ineffective only to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or application, and the remainder of this Security Deed and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.11 Applicable Law and Construction. This Security Deed shall be interpreted, construed and enforced according to the laws of the State of Georgia. Grantor acknowledges that it has read, understands, and had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effect of all of the provisions of this Security Deed and every document referred to herein, all of which are incorporated herein by reference and made a part hereof, and Grantor agrees to the enforcement of any and all of these provisions and affixes its hand and seal hereto with full knowledge of same. Should any provision of this Security Deed require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. Grantor waives application of the legal principle that an instrument is to be construed against the person drafting it.

3.12 Joint and Several Liability; Time. All covenants, warranties, agreements and obligations of Grantor within this Security Deed are joint and several. Time is and shall be the essence of this Security Deed and the covenants, warranties, agreements and obligations of Grantor.

3.13 Notices, Demands and Requests. All notices, elections, demands or requests and responses thereto provided for or permitted to be given pursuant to this Security Deed must be in writing and shall be deemed to have been properly given or served if delivered personally, by recognized overnight courier service or by depositing in the United States Mail, postpaid and registered or certified return receipt requested, and addressed to the recipient at the addresses set forth on the first page of this Security Deed. The effective date of such notice, etc. shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date which is two (2) business days after the date on which the notice is postmarked by the United States Postal Service. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof. Rejection or other refusal to claim or accept or inability to deliver because of changed address of which no notice was given as prescribed herein shall not affect the effective date of any such notice, election or demand sent as aforesaid. By giving at least thirty (30) days written notice thereof, Grantor or Grantee shall have the right from time to time and at any time during the term of this Security Deed to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

Grantor and Grantee hereby acknowledge that all terms and provisions as set forth in that certain 2023 Intergovernmental Agreement ("IGA") concerning the property are incorporated herein by reference thereto.

IN WITNESS WHEREOF, Grantor has executed this Security Deed under seal as of the day and year first above written.

Signed, sealed and delivered as to Grantor:

GRANTOR:

Witness

DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF NORCROSS,
GEORGIA

Notary Public

My commission expires: _____

By: _____ (SEAL)

James Eyre, Chairman

[NOTARY SEAL]

EXHIBIT "A"
Legal Description of Property

INTERGOVERNMENTAL AGREEMENT
FOR THE PURCHASE, FINANCING AND REDEVELOPMENT
OF 29 JONES STREET, NORCROSS, GEORGIA

This Intergovernmental Agreement (the “Agreement”) is made and entered into this _____ day of November, 2023 by and between the City of Norcross, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the Downtown Development Authority of the City of Norcross, Georgia (hereinafter referred to as “DDA”).

W I T N E S S E T H:

WHEREAS, the City is a political subdivision of the State of Georgia and the DDA is a public body corporate and politic created pursuant to the provisions of O.C.G.A. § 36-42-1, *et seq.*; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and DDA are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these entities are authorized to undertake;

WHEREAS, pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the DDA is authorized to further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

Whereas, the DDA is authorized pursuant to O.C.G.A., §36-42-8(a) (8) to make application directly or indirectly to any municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such municipal government or agency or other source;

WHEREAS, the DDA desires to apply to the City for financing for the purchase and redevelopment of certain real property commonly known as 29 Jones Street, City of Norcross, Georgia (the “Subject Property”) located within the City limits of the City of Norcross subject to the terms and conditions set forth hereinbelow; and

WHEREAS, the City desires to provide financing to the DDA for the purchase and redevelopment of the Subject Property under the terms and conditions set forth hereinbelow; and

WHEREAS, the DDA’s acquisition of the Subject Property and development of the same is consistent with the City’s 2040 Comprehensive Plan adopted by resolution on or about March 4, 2019, in particular the stated goals of continuing to define the City’s sense of place and the development of trade, commerce, and employment opportunities in the City;

WHEREAS, in furtherance of the aforesaid public purposes, effective on September 11, 2023, the Chairman of the DDA, acting on behalf of the DDA, entered into a certain Commercial Sales Agreement with 765 Moreland Avenue, LLC, for the purchase of the Subject Property for up to \$1,250,000.00, as amended by the 1st Amendment dated October 23, 2023 a true and correct copy of which is attached hereto as Attachment “1” (hereinafter collectively the “PSA”); and

WHEREAS the City and DDA have agreed that the public purposes hereinabove described will be more efficiently and more economically achieved if the Subject Property is purchased by the DDA for up to \$1,250,000.00 with up to 100% of the funds provided by the City of Norcross (the “Loan”) subject to a promissory note and a deed to secure debt in favor of the City of Norcross as hereinafter provided; and

NOW THEREFORE, in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the DDA do agree as follows:

1.

The DDA ratified and approved the PSA (Attachment “1”), effective retroactively back to the execution date of September 11, 2023. The PSA is fully incorporated into this Agreement as if fully set forth herein, subject to the terms and conditions set forth below.

2.

The DDA approves this Agreement as of _____ and authorizes the Chairman of the DDA to execute a promissory note on behalf of the DDA to the City at the closing for the Subject Property providing for the purchase price of the Subject Property in an amount not to exceed \$1,250,000.00 (the “Note”) in substantially the same form as Attachment “2” and a deed to secure debt (the “Security Deed”) securing the Note on behalf of the DDA in substantially the same form as Attachment “3”. Said Note and Security Deed are conditioned upon (a) the satisfaction of all of the terms of the PSA; and (b) the approval of this Agreement by the Council of the City of Norcross. Attachments “1,” “2,” and “3” are attached to this document and fully incorporated herein by reference. The Note and the Security Deed shall incorporate the terms of this Agreement by reference, provided, however, that in the event of a discrepancy or ambiguity between the terms of the agreement between the parties, the Note and the Security Deed shall govern between the parties. It is anticipated that said form documents may be updated prior to closing to conform to the actual purchase price of the Subject Property and such other additional terms that the City and the DDA approve that are consistent with basic terms set forth in this Agreement.

3.

The City and the DDA agree that the Subject Property shall be used only as commercial retail or restaurant space and, where applicable, parking. The DDA shall be responsible for managing the Subject Property, including, but not limited to, collecting rents and other payments due from tenants, and maintaining relationships with existing tenants and, where necessary, for marketing and acquiring a suitable tenant for the Subject Property, subject to a written lease agreement which shall include, at a minimum, the following terms and conditions – which shall not apply to the parking portion of the Subject Property nor any renewals or extensions of existing leases:

- (a) The initial term of the lease shall be not less than five (5) years;
- (b) Personal, corporate, or organizational guaranties by the affiliates of the tenant if such guaranties would be standard for similar lease transactions on similar terms in the metropolitan Atlanta area;
- (c) An itemized list, description and line item budget for the renovations and improvements to be made to the Subject Property by the DDA;
- (d) An itemized list and description of the renovations and improvements to be made to the Subject Property by the tenant; and
- (e) The lease is conditioned on the review and approval of its final form, terms and conditions by the City which approval shall not be unreasonably withheld.

4.

The DDA hereby agrees to pay all its closing costs associated with the purchase of the Subject Property, plus costs incurred by the DDA prior to closing.

5.

Upon the satisfaction of all of the terms of the PSA, the Mayor of the City of Norcross is hereby authorized to execute the Promissory Notes and the Deed to Secure Debt on behalf of the City of Norcross and any other documents necessary to effectuate the contemplated real estate closing and financial transaction.

6.

The DDA shall have the option to sell the Subject Property subject to the approval of the City, which approval shall not be unreasonably withheld. This Agreement shall terminate upon the sale of the Subject Property to a third party, subject to the satisfaction of the Note, Security Deed, and the approval of the City as set forth above.

7.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

Intentionally Blank

Execution Page Follows

CITY OF NORCROSS

ATTEST:

By: _____
MONIQUE LANG, CITY CLERK

(SEAL)

By: _____
CRAIG NEWTON, MAYOR

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

By: _____
_____, SECRETARY

By: _____
JAMES EYRE, CHAIMAN

(SEAL)

ATTACHMENT “1”

THE PSA

**ATTACHMENT “2”
DRAFT FORM OF
PROMISSORY NOTE
(the “Note”)**

**ATTACHMENT “3”
DRAFT FORM OF
DEED TO SECURE DEBT
(the “Security Deed”)**



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6849	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Budget Appropriation for Norcross Development Authority		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Budget Appropriation for Norcross Development Authority](#)
2. [NDA Expenses - Fiscal Year 2022 to Fiscal Year 2023](#)

Title
Budget Appropriation for Norcross Development Authority

Drafter
Eric Johnson

Motion
A motion to Approve/Deny a one-time transfer of \$56,616.36 from the Mayor & Council contingency expense account to the Norcross Development Authority's (NDA) bank account, to be used for operational expenses.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: November 6, 2023 – Mayor & Council

Item No.: 23-6849

Title: Budget Appropriation for Norcross Development Authority

Recommendation

Approve a one-time transfer of \$56,616.36 to the Norcross Development Authority (NDA) to be used for operational expenses.

Background

Mayor & Council approved a \$75,000 line item in the 2021-22 fiscal year budget that was intended for use by the Norcross Development Authority for operational expenses.

Operational expenses include items such as fees for counsel and legal representation during monthly meetings or professional services needs that the authority may have (e.g. conducting environmental due diligence on the city-owned, NDA-controlled Mitchell Road property).

Mayor & Council's intention was for the \$75,000 to stay with the NDA. However, because of the way it was conveyed, the \$75,000 went back into the general fund at the end of the 2021-22 fiscal year (8/31/22).

A one-time transfer through a budget appropriation will bring resolution.

The \$56,616.36 figure represents the original \$75,000, minus legal fees incurred during the past two fiscal years.

Financial Impact

\$56,616.36 from the Mayor & Council contingency expense account

Consistent with Comprehensive Plan? (If applicable, please select which goal applies)

- ✓ Goal 6: Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Next Steps

City of Norcross Administrative Services staff will help facilitate transfer of funds to a bank account that the Norcross Development Authority will have access and control. City staff will help guide the NDA Secretary/Treasurer and NDA Chair with implementation.

Attachments

NDA Expenses, Fiscal Year 2022 to Fiscal Year 2023

Update

N/A

	Budget Line	Budgeted Amount	Spent
FY22	Econ Dev NDA & DDA	\$ 75,000.00	\$ 1,933.68
FY23	Prof Services - Legal	\$ 10,800.00	\$ 16,449.96
FY24			\$ -
			\$ 18,383.64
			\$75,000.00
	less total spent		\$ 18,383.64
			\$56,616.36



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6851	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	SUP2023-002 Special Use Permit / Event Hall		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - SUP2023-002 Special Use Permit / Event Hall](#)
2. [Special Use Permit Report](#)

Title
SUP2023-002 Special Use Permit / Event Hall

Drafter
Antonio Harris

Motion
A motion to Approve/Deny SUP2023-002, to permit the operation of an event hall in suites 110 and 120 at 5151 Brook Hollow Parkway.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **MATT MYERS** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE PHILIP**

Agenda Report

To: Mayor and Council

From: Antonio Harris, Community Development & Planning Director

Meeting Date: November 6, 2023 – Mayor & Council

Item No.: 23-6851

Title: SUP2023-002 Special Use Permit / Event Hall

CC: Eric Johnson, City Manager

Recommendation:

A recommendation to approve SUP2023-002, a request to operate an event hall in suites 110 and 120 at 5151 Brook Hollow Parkway.

Background:

On October 4, 2023, The Planning & Zoning Board reviewed the case for the applicant, Lakisha Brown, to seek utilization of suites 110 and 120 at this location 5151 Brook Hollow Parkway, Norcross Ga 30071. The 3,500 SF facility is planned to be a Christian faith-based venue for business events and co-working space. The venue will offer affordable rental space for entrepreneurs to host conferences, workshops, meetings, classes, book signings, film screening, content creation, etc. Other spaces will be utilized for co-working offices with weekday rentals from 8 AM to 9 PM for businesspeople, possibly in content creation, podcasting, and photography.

Financial Impact:

There are no financial implications for the City of Norcross. The owner of the property is providing the space and materials at their expense.

Consistent with Comprehensive Plan?

Yes: Goal 1: Continues to define Norcross' sense of place

Next Steps:

Mayor & Council approval.

Attachments:

Special Use Permit report

Update



Meeting Date:	10/4/2023 at 6:30 PM	Petition Number:	SUP2023-002
Project Type:	Commercial/Event Hall		
Property Location:	5151 Brook Hollow Parkway Suite 110 & 120		
Tax Parcel ID:	6213 054		
Petitioner:	Lakisha Brown		
Petitioner's Request:	Special Use Permit for an Event Hall in the C-2 zoning district		
Recommendation:	Approval		

Summary

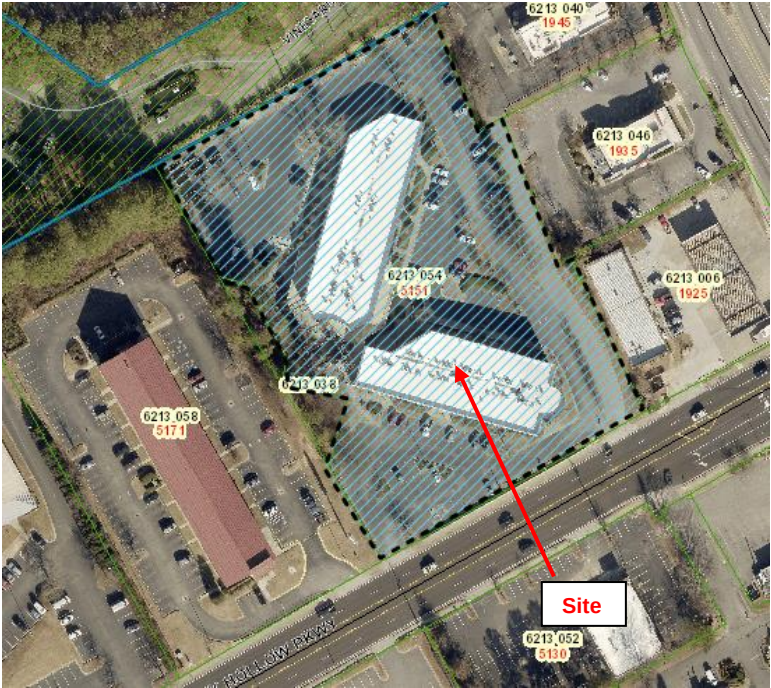
The applicant requests to receive a special use permit to operate an event hall in suites 110 and 120 of 5151 Brook Hollow Parkway.

Timeline

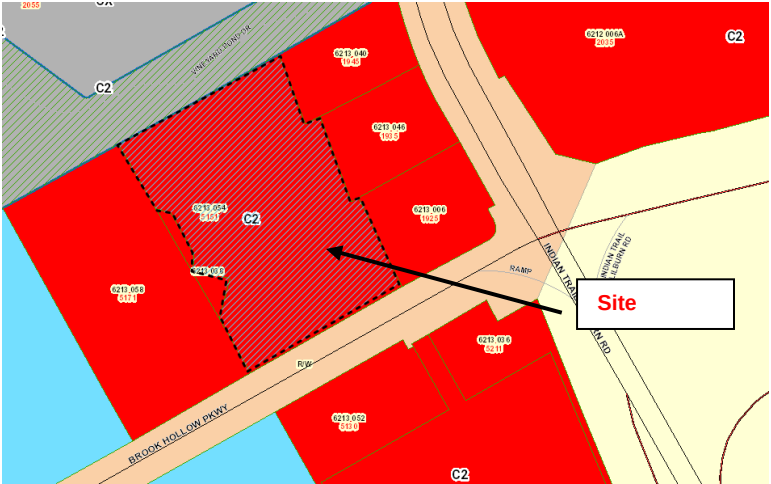
Under the UDO Section 104-3.B special use permit applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, October 4, 2023	6:30 PM	Community Room 2 nd Floor
M&C Policy	Meeting	Monday, October 16, 2023	6:30 PM	Conference Room 2 nd Floor
M&C Regular	Hearing	Monday, November 6, 2023	6:30 PM	Council Chambers 1 st Floor

Aerial View

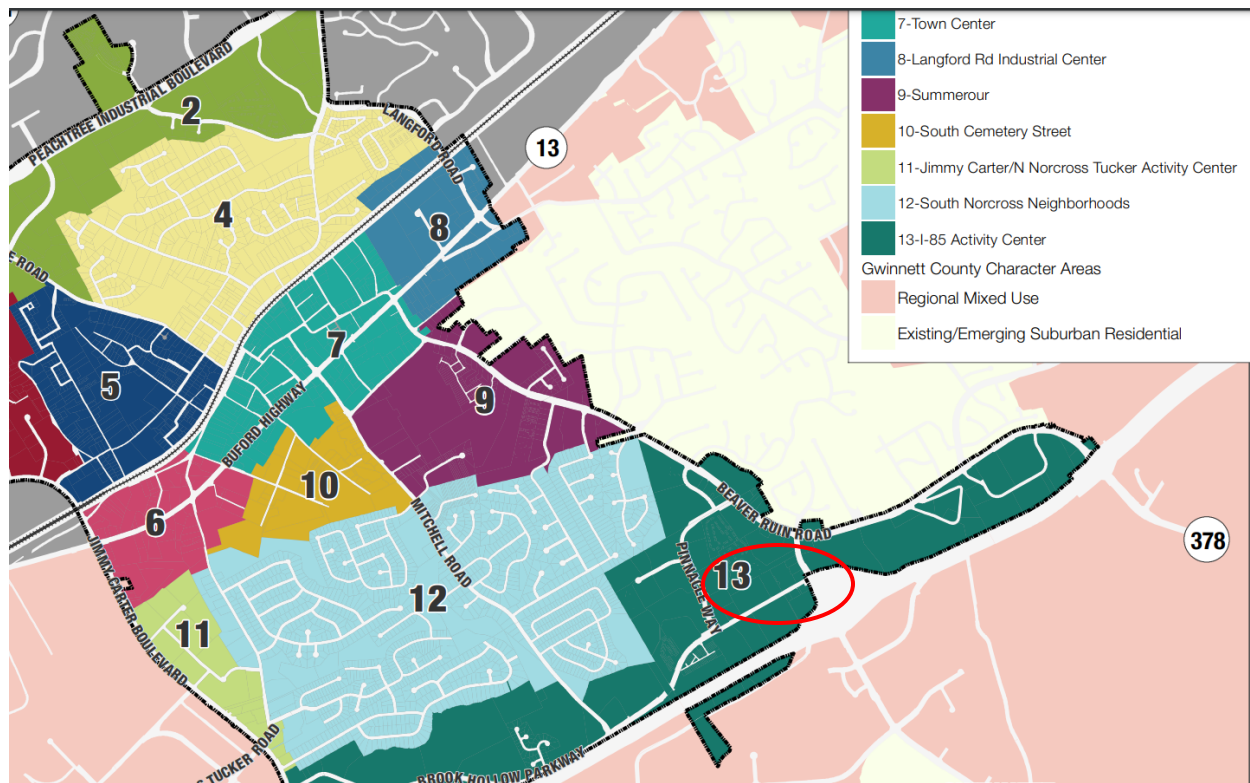


Zoning Map



Attachment: Special Use Permit Report (23-6851 : SUP2023-002 Special Use Permit / Event Hall)

Future Development Map



PROPERTY INFORMATION	
Property Location	5151 Brook Hollow Parkway, Suites 110 and 120
Acreage:	3.49 acres
Existing Zoning / Land Use	C-2 / General Business
Proposed Zoning / Land Use	C-2 General Business with a Special Use Permit for an Event Hall
Character Area	13/I-85 Activity Center
Existing Lot Dimensions:	Frontage: Approximately 310' on Brook Hollow Parkway Depth: Approximately 455'
Existing Building Dimensions:	Tow Low Rise Office/Commercial Buildings totaling approximately 25,000 SF of gross floor area (gfa)
Topography:	High Point: Southeast corner Low Point: Northwest corner
Elevation:	High Point: 969 feet Low Point: 954 feet
Encumbrances:	N/A

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land use	Address(es)	Land Area (acres) (approximate)
North	PRD(Townhome Residential) and CX (Community Mixed Use Retail Shopping)	County Place Townhomes and 2055 Beaver Ruin Road	20 acres
East	C-2 General Business (Lowe's, C-Store, Arby's, Wendy's)	2035 Beaver Ruin Road and 1925 - 1945 Indian Trail Road	22 acres
South	C-2 General Business– (New Sherwin Williams Retail and Smoke Shop)	5122, 5211, and 5130 Brook Hollow Parkway	6 acres
West	C-2 General Business (Red Roof Inn)	5171 Brook Hollow Parkway	2.78 acres

Applicant's Request

The applicant, Lakisha Brown, seeks to utilize suites 110 and 120 at this location for a 3,500 SF Christian faith-based venue for business events and co-working space. According to the business summary provided by the applicant, the venue will offer affordable rental space for entrepreneurs to host conferences, workshops, meetings, classes, book signings, film screening, content creation, etc. The center will have multiple rental space options catering to a variety of businesses, equipped with plug and play capability for quick connection to video and audio. The applicant also plans inhouse rental of various popular event items such as stands, backdrops, red carpet/ropes, etc. in addition to creation of custom banners, signage and publications for one-stop hosting of affordable and professional events.

Two smaller spaces will be utilized for co-working offices with weekday rentals from 8 AM to 9 PM for business people possibly in content creation, podcasting and photography.

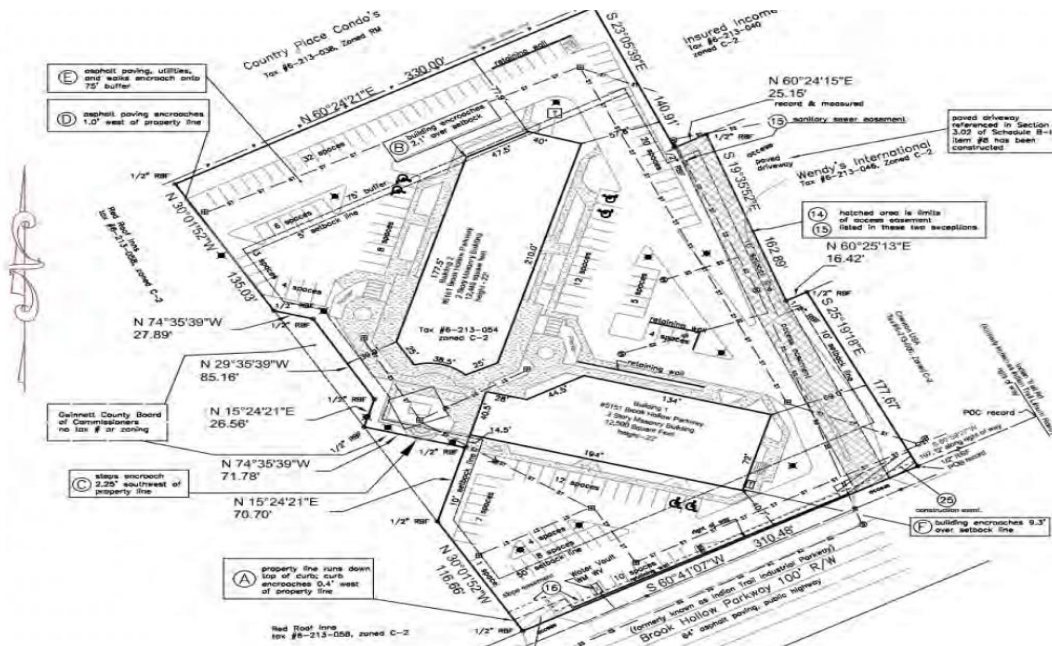
The larger space will be available for weekend rentals from 8 AM to 10 PM and weekday rentals from 6 PM to 9 PM for conferences, seminars, classes (dance, fitness, art) and film screening. Final occupancy loads will be determined by the Gwinnett County Fire Marshal, but the applicant anticipates room for 100+ seating or 125+ standing only.

Existing Conditions

The subject property is zoned C-2 (General Business) and it is currently developed as two 2-story buildings with a total of 20 suites and 135 parking spaces on 3.49 acres. The majority of businesses at Indian Trail Center are open Monday – Friday from 8 AM to 5 PM. Shekina Church and American Pacific Lending have limited weekend hours.

Project Description

The applicant seeks a special use permit for an event facility in the C-2 general business zoning district. A survey of the subject parcel, along with a street view of the subject building are depicted below for reference.



The



ZONING ANALYSIS

Current Zoning

The subject property is zoned C-2, General Business. Adjacent uses include a Red Roof Inn, Arby's, Wendy's, Convenience Store with Fuel Pumps, Lowe's, a Smoke/Vape shop, and a Sherwin Williams retail facility currently under construction all in C-2 Zoning districts. Indian Village Shopping Center to the north is zoned CX. Additionally, to the north is the Country Place Townhome community, zoned PRD.

Zoning Request

The C2 general business district is established to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a larger area than in the C1, neighborhood business district because it is intended to serve a greater population and to offer a wider range of goods and services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the "Comp Plan", is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 13, I-85 Activity Center.

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

Character Area 13 – I-85 Activity Center	
High Density Residential	Regional level commercial or office (>50,000 sf)
Medium Density Residential	Heavy Commercial (auto related, outdoor storage)
Planned Residential Community (mixed housing types allowed)	Entertainment related commercial
Skilled nursing facilities (no rehab)	Mixed Use Vertical
Community level commercial or office (<50,000 sf)	Light and Heavy Industrial
Place of Assembly	Transportation, Communication and Utilities

B. Policy Goals

Under the policy goals the proposed special use permit meets the following criteria:

- *Policy 1-2: Redevelop and enhance existing commercial and industrial areas.*
- *Policy 2-5: Provide pleasant, accessible public gathering places.*
- *Policy 4-6: Support local entrepreneurs in building future ready businesses.*
- *Policy 6-15: Continue to support local arts and cultural events through the provision of facilities, logistics, and marketing efforts.*

C. Character Area Vision

The I-85 Activity Center Character Area contains several points that support the vision of area of which the following applies:

- *The area has a multicultural element that leverages the diversity of the city's population*

D. Land Use Definition

Places of assembly – meeting place at which the public or membership groups are assembled regularly, including but not limited to schools, places of worship, theatres, auditoriums, funeral homes and stadiums.

Standards Governing the Exercise of Zoning Power

According to Section 103-11, the criteria by which a special use permit action can be approved or denied are as follows:

1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties?

Staff is of the opinion that the request to approve a special use permit for an event center is consistent and suitable in view of the use and development of the adjacent and nearby properties. The area in general is developed in a general business development pattern from retail to office spaces and medium density residential. The use of the facility will be by general businesses in the business space and by reservation only for private events in the larger gathering space, which is in keeping with the general development pattern for the area.

2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The proposed project for an event center and office space is not anticipated to have any adverse effects on existing uses or usability of nearby properties. The site would have to meet parking standards and all required licensing standards in addition to occupancy limits as determined by the Gwinnett County Fire Marshal.

3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The subject property has reasonable economic use as zoned and occupied currently. The property owner could rent the available space to tenants similar to those who already occupy other spaces on site.

4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

Staff does not foresee any excessive or burdensome use of existing streets, transportation, utilities, and schools.

5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan?

The subject site is located within the I-85 Activity Center Character Area, which is intended as a growing regional center that has convenient access to I-85, is supportive of a major transit hub and celebrates the cultural diversity of the area. Therefore, it meets the intent of the Comprehensive Plan.

6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

There are no known existing or changing conditions affecting the use of the property.

7) Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal.

The policies and objectives of the comprehensive plan, in relationship to the proposed site and surrounding area, aligns and supports the applicant's request. The site is located more than 500' from any other event facility in the area. In addition, the applicant has stated that evening hour events will be required to provide security for their events to provide an extra level of safety for patrons. The location of the event center is proposed for the front building closest to Brook Hollow Parkway, providing an extra layer of distance from the townhome community to the North.

8) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding, but not limited to traffic, storm drainage, land values and compatibility of land use activities.

The proposed use has two existing commercial grade driveways that serve the subject site to facilitate the traffic into and out of the site, storm drainage is already addressed as the site is already developed. There are no staff concerns for land values or compatibility of land use activities relative to the proposed use of the site.

9) In the case of antennae and towers, the proposal will need to meet the standards listed in subsection 202)z)(5), special use permits.

This criterion does not apply to this request and is therefore not applicable.

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Section C; the proposed development appears to meet the presented policy goals in Section B and it meets the public assembly definition in Section D.

Recommendation

Staff recommends **approval** of the special use permit for an event center at this location. The applicant is reminded that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council, should it be determined that there are violations of any Norcross Ordinances with respect to the operations of the business.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **BRUCE GAYNOR** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **JOSH BARE**

COUNCILMEMBER **MATT MYERS** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE PHILIP**

City of Norcross

Legislation Details (With Details)

File #:	23-6850	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/6/2023 6:30 PM	In Control:	Mayor and Council
Title:	Comprehensive Disaster Recovery and Business Continuity Strategic Plan		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Comprehensive Disaster Recovery and Business Continuity Strategic Plan](#)
2. [Gwinnett County Office of Emergency Management](#)

Title

Comprehensive Disaster Recovery and Business Continuity Strategic Plan

Drafter

Councilmember Dr. Arlene Beckles and Councilmember Andrew Hixson

Motion

A motion to Approve/Deny the development of an RFP to engage a consultant team to create a Comprehensive Disaster Recovery and Business Continuity Strategic Plan.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **BRUCE GAYNOR** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
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Agenda Report

To: Mayor and Council

From: Councilmember Andrew Hixson
Councilmember Dr. Arlene Beckles

Meeting Date: November 6, 2023 – Mayor & Council

Item No.: 23-6850

Title: Comprehensive Disaster Recovery and Business Continuity Strategic Plan

CC: Eric Johnson, City Manager

Recommendation: Develop an RFP to engage a consultant team to create a Comprehensive Disaster Recovery and Business Continuity Strategic Plan. Their expertise will ensure a thorough assessment of risks, identification of critical processes, and development of resilient strategies. Protect our business and mitigate potential disruptions with professional guidance.

Background: Norcross is one of the sixteen cities in Gwinnett County that fall under the County's Hazard Mitigation Plan. However, each city is responsible for its own Individual Jurisdiction Mitigation Action Plans and ultimate recovery from a disaster such as Train Derailment, Force Majeure, or Cyberattack.

Norcross sits on a primary train line with three major highways running through the city—recent national and global news surrounding train derailments, cyberattacks, and natural disasters is cause for concern regarding recovery, business continuity, and the well-being of our citizens. Norcross must be prepared and trained in disaster recovery and business continuity. Norcross also recently experienced a major IT outage that impacted our residents, businesses, and the services that we provide.

Financial Impact: The RFP/Bid process will determine the financial impact.

Consistent with Comprehensive Plan? Sustainability and Quality of Life by being responsive and resilient when faced with any disaster, Train Derailment, Force Majeure, or Cyberattack.

Next Steps: Staff to gather requirements, develop an RFP to solicit, and select an appropriate agency to partner with City and County Officials, Department Heads, and Staff.

Attachments: [Gwinnett County Office of Emergency Management](#)

Update