



**City of Roswell
Meeting Agenda
Mayor and Council
Regular Meeting**

**Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells**

Monday, December 8, 2025	7:00 PM	City Hall - Council Chambers
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Welcome

Roll Call

Invocation/Moment of Silence - Steve Green, Elder - Roswell Church of Christ

Pledge of Allegiance - United States Army Personnel Specialist Jeff Hamling

Mayor's Report

- 1. #10204 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Personnel Specialist (E-5) Jeff Hamling.**
- 2. #10174 Reading of a Proclamation for the Esteemed Roswell Public Safety Employee Award to Sergeant Omar Braik as 2024 Supervisor of the Year.**
- 3. #10216 Approval of a Planning Commission (PC) re-appointment Carol Williams.**
- 4. #10217 Oath of Office - Carol Williams (Planning Commission).**
- 5. #10207 Public Comment from Roswell Businesses.**
- 6. #10206 Roswell Results Update.**

Consent Agenda

- 1. #10203 Approval of the minutes of the November 24, 2025 Special Called Mayor and Council Meeting and the November 24, 2025 regular Mayor and Council meeting.**

Regular Agenda

1. **#10191 Approval of a resolution to adopt the FY 2025 End of Year Budget Amendment and adopt all budget amendments for FY 2025.**
Presented by Adam Novotney, Director of Finance
2. **#10210 Approval to Execute the Purchase and Sale Agreement for the Conveyance of 1340 Woodstock Road (Bowen and 92).**
Presented by Darryl Connelly, Director of Economic Development
3. **#10212 Approval of a Ground Lease Agreement Between the City of Roswell and Fulton County for Continued Use, Operation, and Improvement of the Chattahoochee River Parks (Riverside Park and Azalea Park).**
Presented by Steven Malone, Director of Recreation, Parks, H&C Affairs
4. **#9911 Approval for the Mayor or City Administrator to award a contract to MAPP for the Riverside Park Construction project in an amount of \$12,299,307.81 and project budget authorization of \$13,841,186.80.**
Presented by Steven Malone, Director of Recreation, Parks, H&C Affairs
5. **#10193 Approval of a Resolution of the Roswell City Council Consenting to the Expansion of the North Fulton Community Improvement District d/b/a True North 400.**
Presented by Darryl Connelly, Director of Economic Development
6. **#10190 Approval to perform right-of-way acquisition services and to accept right-of-way options for the Big Creek Parkway Phase II TSPLOST project in an amount not to exceed \$21,600,000.00.**
Presented by Greg Nicolas, Interim Director of Transportation

City Attorney's Report

7. **#10205 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.**

Adjournment

PUBLIC COMMENT PROTOCOL:

- To address Mayor and Council on an Agenda Item, complete a Comment Card and submit to the City Clerk.
- Comments by individual speakers are limited to five minutes per item. (*Exemptions to the time limit are zoning applicants, appeals, and semi-judicial matters before Mayor and Council.*) Comments should only be made on the agenda item under consideration.
- Documents, pictures or presentation materials for distribution to the Mayor and Council must be submitted to the City Clerk by noon on Monday prior to the meeting. Email to citizendocuments@roswellgov.com or drop off at City Hall.

RULES OF DECORUM FOR ALL MEETINGS (City of Roswell Code of Ordinances Section 2.1.6):

The City of Roswell strives to provide a positive experience for those visiting city facilities and promotes an environment of personal safety and security — free from intimidation, threats or violent acts. All are expected to exhibit common courtesy, civility, and respect for others. Members of the audience will respect the rights of others and will not create noise or other disturbances that disrupt or disturb persons who are addressing the Mayor & Council who are speaking or otherwise impede the orderly conduct of the meeting. Violations may result in the violator being removed from the premises.



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10204

MEETING DATE: December 8, 2025
DEPARTMENT: Mayor's Report
ITEM TYPE: Proclamation - Mayor's Report

**Reading of a Proclamation for the Esteemed Veteran of Roswell Award to
United States Army Personnel Specialist (E-5) Jeff Hamling.**

Item Summary:

This Proclamation honors United States Army Personnel Specialist (E-5) Jeff Hamling's service to this Nation, to fellow service members and to the community of Roswell.

Presented by:

Mayor Kurt M. Wilson

**Proclamation for Esteemed Veteran of Roswell Award to
United States Army Personnel Specialist (E-5) Jeff Hamling**

*** FORTHCOMING ***

Attachment: Proclamation for Esteemed Veteran of Roswell Award to US Army Personnel Specialist (E-5) Jeff Hamling_ FORTHCOMING



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10174

MEETING DATE: December 8, 2025
DEPARTMENT: Police
ITEM TYPE: Proclamation - Mayor's Report

**Reading of a Proclamation for the Esteemed Roswell Public Safety
Employee Award to Sergeant Omar Braik as 2024 Supervisor of the Year.**

Item Summary:

This Proclamation celebrates Sergeant Omar Braik as the Roswell Police 2024 Supervisor of the Year for his service to the community and this City.

Presented by:

Mayor Kurt m. Wilson

ROSWELL POLICE 2024 SUPERVISOR OF THE YEAR SERGEANT OMAR S. BRAIK

- WHEREAS,** Esteemed Roswell Public Safety Employee Roswell Police Sergeant Omar Braik has been named as the Police Supervisor of the Year for 2024; and
- WHEREAS,** Sergeant Braik has been employed with the Roswell Police Department since 2018. He worked in the Uniform Patrol Division for three and a half years as a patrol officer before becoming a Field Training Officer. In 2022 he became a Detective in the Special Investigations Section, Crime Suppression Unit where he focused on street crimes, narcotics, and warrant services; and
- WHEREAS,** Sergeant Braik has received several recognitions, citing his willingness to assist with Uniform Patrol calls while assigned to Criminal Investigations. He consistently volunteers for extra duty assignments. and,
- WHEREAS,** In 2024 Omar Braik was promoted to Sergeant and assigned to the Uniform Patrol Division where he has been instrumental in fostering a positive environment amongst his squad. He provides positive feedback, encourages productivity, and balances both with invaluable coaching. His team, as a whole, has a positive attitude and is consistently motivated to exceed expectations; and,
- WHEREAS,** In addition to his regular duties, Sergeant Braik volunteers for extra duty assignments, covers other squads, responds to calls for service while working extra jobs, and picks up transports to take the load off of his officers. Sergeant Braik is passionate about teamwork and loves serving with the Roswell Police Department. Sergeant Braik is the Assistant Team Leader for the North Fulton SWAT Tech Recon, and one of only two officers certified to operate the Roswell Mobile Incident Command Vehicle; and
- WHEREAS,** Sergeant Braik earned his nomination for 2024 Supervisor of the Year by his peers recognizing that he has been instrumental in fostering a positive environment amongst the Uniform Patrol Division C-Squad.

NOW, THEREFORE, I, Kurt M. Wilson, Mayor of the City of Roswell, do hereby recognize and honor Sergeant Omar S. Braik for his outstanding service and call upon all our employees and citizens to recognize his outstanding service and unwavering commitment to the City of Roswell, Georgia.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of December 2025

MAYOR KURT M. WILSON



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10216

MEETING DATE: December 8, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Appointment

Approval of a Planning Commission (PC) re-appointment Carol Williams.

Item Summary:

Approval of the re-appointment of Carol Williams to the Planning Commission (PC) to a second 3-year term that begins July 8, 2025 and ends July 8, 2028.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Recommended Motion:

Motion to approve the re-appointment of Carol Williams to the Planning Commission.

Presented by:

Mayor Kurt M. Wilson



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10217

MEETING DATE: December 8, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Swearing In

Oath of Office - Carol Williams (Planning Commission).

Item Summary:

Oath of Office.

Presented by:

Mayor Kurt M. Wilson



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10207

MEETING DATE: December 8, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Comment

Public Comment from Roswell Businesses.



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10206

MEETING DATE: December 8, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Update

Roswell Results Update.



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10203

MEETING DATE: December 8, 2025

DEPARTMENT: Administration

ITEM TYPE: Minutes

Approval of the minutes of the November 24, 2025 Special Called Mayor and Council Meeting and the November 24, 2025 regular Mayor and Council meeting.

Item Summary:

Approval of the minutes of the November 24, 2025 Special Called Mayor and Council Meeting and the November 24, 2025 regular Mayor and Council meeting.



**City of Roswell
Meeting Minutes
Mayor and Council
Special Called Meeting**

**Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells**

Monday, November 24, 2025	5:15 PM	City Hall - Council Chambers
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Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Excused, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Present, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

City Attorney's Report

1. #10182 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

Councilmember Sarah Beeson was present at Closure.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Johnson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Hall, Hills, Johnson, Morthland, Sells
EXCUSED:	Sarah Beeson

Adjournment

The meeting was adjourned at 5:17 PM



**City of Roswell
Meeting Minutes
Mayor and Council
Regular Meeting**

**Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells**

Monday, November 24, 2025	7:00 PM	City Hall - Council Chambers
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Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Present, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Present, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

Invocation/Moment of Silence - Reverend Charles W. Savage II, Pastor, Sardis Methodist Church

Pledge of Allegiance - United States Army Major John Porambo

Mayor's Report

- #10184 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Major John Porambo.**

This Proclamation honors United States Army Major John Porambo for his service to the Roswell community, to fellow service members and to our Country.

RESULT:	PROCLAMATION READ
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- #10187 Public Comment from Roswell Businesses.**

RESULT:	NO PUBLIC COMMENT
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- #10186 Roswell Results Update.**

The Roswell Results Update was presented by Mayor Pro Tem and Councilmember Lee Hills and Councilmember Sarah Beeson.

Consent Agenda

RESULT: **CONSENT AGENDA APPROVED [UNANIMOUS]**
MOVER: Allen Sells, Councilmember
SECONDER: Sarah Beeson, Councilmember
IN FAVOR: Beeson, Hall, Hills, Johnson, Morthland, Sells

1. **#10185 Approval of the November 10, 2025 Special Called Mayor and Council Meeting minutes and November 10, 2025 Regular Mayor and Council meeting minutes.**
2. **#10142 Approval of a Resolution to Apply for and Accept a FY2025 Bulletproof Vest Partnership Grant.**
Resolution No. 2025-11-39
3. **#10131 Approval of a Memorandum of Understanding (MOU) between the City of Roswell and American Medical Response (AMR) to allow AMR access to the City's traffic preemption system.**

Regular Agenda**Economic Development**

1. **#10179 Resolution of the Mayor and City Council Supporting the Chambray Hotel Project and Authorizing the City Administrator to Execute Documents Related to the Roswell Development Finance Program.**
Resolution No. 2025-11-40

RESULT: **APPROVED [UNANIMOUS]**
MOVER: William Morthland, Councilmember
SECONDER: Christine Hall, Councilmember
IN FAVOR: Beeson, Hall, Hills, Johnson, Morthland, Sells

Recreation, Parks, Historic & Cultural Affairs Department

2. **#10188 Approval for the Mayor or City Administrator to award a contract to Lagniappe Development for the Liberty Square Park Construction project in an amount of \$1,706,921 and project budget authorization of \$1,930,410.**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: William Morthland, Councilmember
SECONDER: G. Lee Hills, Councilmember
IN FAVOR: Beeson, Hall, Hills, Johnson, Morthland, Sells

3. Mayor Wilson recognized Mayor Pro Tem and Councilmember Lee Hills' final meeting.

City Attorney's Report

1. #10183 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

RESULT: NO CLOSURE

Adjournment

The meeting was adjourned at 7:52 PM

DRAFT

Attachment: Minutes_M&C_112425 - DRAFT unapproved (M&C Minutes - 11/24/25 SC & Reg)



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10191

MEETING DATE: December 8, 2025

DEPARTMENT: Finance

ITEM TYPE: Resolution

Approval of a resolution to adopt the FY 2025 End of Year Budget Amendment and adopt all budget amendments for FY 2025.

Item Summary:

This Resolution for the FY 2025 End of Year Budget Amendment includes adjustments to both the operating and capital budgets. These adjustments are funded through a combination of revenues, transfers and the use of fund balance. The adjustments are needed as Staff prepares to close the fiscal year.

Highlights of the items included in the amendment are:

- Recognize additional revenues
- Adjust fee-based revenues and the related expenses
- Recognize Insurance Reimbursement for Damage
- Internal Transfers within Departments (Net Effect)
- Recognize Donations
- Internal Service Transfer to Fleet and Rec Participation Fund
- Increase of Salary Contingency for FY 2026
- Recognize Additional Interest Revenue & Associated Expense (Arbitrage/Project)
- IT Server Maintenance and other software expenses not spent before the end of the FY2024 6-month budget. Allocation to expense from fund balance.

Financial Impact:

Each fund is balanced.

Recommended Motion:

Motion to approve a resolution to adopt the FY 2025 End of Year Budget Amendment and adopt all budget amendments for FY 2025.

Presented by:

Adam Novotney, Director of Finance
Lynn Williams, Budget Manager

STATE OF GEORGIA
COUNTY OF FULTON

December 8, 2025

**RESOLUTION TO ADOPT END OF YEAR BUDGET AMENDMENT AND ADOPTING ALL
BUDGET AMENDMENTS FOR FY 2025**

Whereas, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

Whereas, the Mayor and City Council have reviewed the approved budget and have made certain amendments to funding sources or appropriations; and

Whereas, each of the funds has a balanced budget, such that anticipated funding sources equal or exceed proposed expenditures:

NOW, THEREFORE, by the Mayor and Council of the City of Roswell, and it is hereby resolved and established by said authority as follows:

The City of Roswell, Georgia hereby adopts an end-of-year budget amendment as shown on Attachment “A.”

The City of Roswell, Georgia hereby adopts all budget amendments passed in FY 2025.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell on the 8th day of December, 2025.

Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk

(Seal)

Attachment: Resolution to adopt 2025 EOY Budget Amendment 120825 (End of year budget amendment Resolution)

City of Roswell
Attachment A
FY 2024 EOY Budget Amendment Recommendations

General Fund Budget

Dept	Item	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Net Revenue (Expense)
CITYWIDE	Recognize additional insurance premium tax		1,448,313	1,448,313
CITYWIDE	Recognize additional sales tax revenue		920,000	920,000
CITYWIDE	Recognize additional revenue in vehicle sales (Title Ad Valorem Tax)		300,000	300,000
CITYWIDE	Recognize additional electric franchise fee revenue		300,000	300,000
CITYWIDE	Adjust fee based revenues and the related expenses	(1,116,455)	(2,150,000)	(1,033,545)
CITYWIDE	Insurance Reimbursement for Damage		45,817	45,817
CITYWIDE	Internal Transfers within Departments (Net Effect)	55,106	7,506	(47,600)
FIRE	Recognize Donations	2,000	2,000	-
CITYWIDE	Internal Service Transfer to Fleet and Rec Participation Fund	505,212		(505,212)
CITYWIDE	Increase Compensation Adjustment Contingency	1,376,820		(1,376,820)
				-
Total General Fund Operating Budget Adjustments		\$ 822,683	\$ 873,636	\$ 50,953

Other Funds

Dept	Item	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Net Revenue (Expense)
Capital Projects Fund	Adjust Fee Based Revenues and the related expenses	(415,848)	(415,848)	-
				-
Recreation/Sidewalk Bond	Recognize Additional Interest Revenue & Associated Expense (Arbitrage)	747,197	747,197	-
Public Safety Bond	Recognize Additional Interest Revenue & Associated Expense (Arbitrage)	186,799	186,799	-
Deck Bond	Recognize Additional Interest Revenue & Associated Expense (Project)	1,149,688	1,149,688	-
				-
Fleet Fund	Recognize Insurance Reimbursement for Damage (Revenue and Expense)	110,788	110,788	-
Fleet Fund	Additional Expense related to Fleet (mostly public safety) & increase in associated revenue (transfer from General Fund & use of fund balance)	428,212	428,212	-
				-
Water Fund	Increase Compensation Adjustment Contingency and associated use of fund balance	43,280	43,280	-
				-
Stormwater Fund	Increase Compensation Adjustment Contingency and associated use of fund balance	50,280	50,280	-
				-
Solid Waste Fund	Increase Compensation Adjustment Contingency and associated use of fund balance	114,320	114,320	-
				-
Recreation Participation Fund	Increase in expense due to transfer of employees from general fund	277,000	277,000	-
Recreation Participation Fund	Adjust Fee Based Revenues (reduce by \$405,000) and authorize use of fund balance by the same amount.		-	-
Recreation Participation Fund	Increase Compensation Adjustment Contingency and associated use of fund balance	151,480	151,480	-
				-
IT Fund	IT Server Maintenance and other software expenses not spent before the end of the FY2024 6-month budget. Allocation to expense from fund balance.	700,000	700,000	-
Total Other Fund Budget Adjustments		\$ 3,543,197	\$ 3,543,197	\$ -

Attachment: FY 2025 End of Year Budget Amendment - Attachment A (End of year budget amendment Resolution)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10210

MEETING DATE: December 8, 2025

DEPARTMENT: Economic Development

ITEM TYPE: Agreement

Approval to Execute the Purchase and Sale Agreement for the Conveyance of 1340 Woodstock Road (Bowen and 92).

Item Summary:

A request for Mayor and Council approval authorizing the City of Roswell to execute the Purchase and Sale Agreement ("Agreement") dated December 2, 2025, between the Roswell Development Authority ("Seller") and Roswell Bowen Road, LLC ("Buyer"), for the conveyance of the City-owned property consisting of approximately 8.6 acres located at 1340 Woodstock Road, Roswell, GA (known also as Bowen and 92).

The Agreement provides for (1) conveyance of the property from the City to the Roswell Development Authority (RDA), (2) subsequent sale of the property to the Buyer for a purchase price of \$5,000,000, (3) completion of a land swap with Westminster Japanese Church, (4) subdivision of the site into a Buyer parcel and a retained City/RDA parcel, and (5) pursuit of rezoning, entitlements, easements, and all related development documents necessary for the Buyer's planned commercial project.

City execution is required solely for the limited purposes stated in Section 23, including conveyance of the property with City approvals necessary to effectuate the transaction.

Staff Recommendation:

Staff recommends approval of the Purchase and Sale Agreement and authorization for the City to execute all necessary documents.

Financial Impact:

The Purchase and Sale Agreement establishes a purchase price of \$5,000,000 for the property. Proceeds from the sale will be received by the Roswell Development Authority. The City may incur costs associated with conveyance actions required under Section 23, legal fees, and any staff time necessary to support entitlement, subdivision, and land swap processes.

Agenda Item (ID # 10210)**Recommended Motion:**

Motion to approve the City of Roswell executing the Purchase and Sale Agreement dated December 2, 2025 between the Roswell Development Authority and Roswell Bowen Road, LLC for the conveyance and development of approximately 8.6 acres at 1340 Woodstock Road, and to authorize the Mayor, City Administrator, and City Attorney to execute all documents necessary to fulfill the City's limited obligations under Section 23 of the Agreement.

Presented by:

Darryl Connelly, Director of Economic Development

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this 2nd day of December, 2025 (the “**Effective Date**”), by and between **ROSWELL DEVELOPMENT AUTHORITY**, a development authority and public body corporate and politic of the State of Georgia created by O.C.G.A. § 36-62-1 *et seq.*, (“**Seller**”) and **ROSWELL BOWEN ROAD, LLC**, a Delaware limited liability company (“**Buyer**”). Buyer and Seller are sometimes be referred to herein, collectively, as the “**Parties**,” and individually, as a “**Party**.” Additionally, the **CITY OF ROSWELL**, a municipal corporation of the State of Georgia (the “**City**”), has or will execute this Agreement for the limited purposes set forth in Section 23 hereof.

RECITALS:

A. Real Property. The City owns the Parent Tract (as further defined below), located in the City of Roswell, Fulton County, Georgia, and all other improvements thereon and appurtenances thereunto belonging.

B. Conveyance to Seller. The City and Seller desire for the City to convey the Parent Tract to Seller in satisfaction of the conditions contained in Section 23 below, as needed to facilitate the transactions contemplated hereby.

C. Purchase and Sale. Subject to the City’s conveyance of the Parent Tract to Seller as aforesaid, Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of Seller’s right, title and interest in and to the Property (defined below), upon the terms and conditions set forth below.

WITNESSETH:

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money (defined below) to be paid by Buyer to Escrow Agent, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, on the terms and conditions contained in this Agreement, the following (collectively, the “**Property**”):

(a) After the Parties’ completion of the land swap, lot consolidation, and/or subdivision processes further provided hereinbelow, and being approximately described in the final paragraph of this Section, the remaining balance of all that certain lot, tract or parcel of real property located in Fulton County, Georgia, consisting of approximately 8.6 (+/-) acres, more or less, commonly known as street address 1340 Woodstock Road, Roswell, GA 30075, and being more particularly described on Exhibit A-1 attached hereto, together with all plants, shrubs, trees, buildings, structures, and other improvements attached thereto or located thereon, and including all easements, rights of way or use, privileges, licenses, and appurtenances thereto and rights thereunto belonging or appertaining, including, without limitation, all of Seller’s right, title and interest (after satisfaction of the conditions contained in Section 23 below) in and to the land underlying and the air space overlying any public or private ways or streets crossing or abutting said real estate; the aforesaid real estate being approximately depicted on Exhibit A-2 attached hereto (the “**Land**”); and

(b) All of the rights, title, interests, powers, reservations, privileges, benefits and/or options of Seller or associated with the Land, in and to any of the following, whether now or as of Closing (defined below) existing, and whether arising under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreement with governmental authorities or third parties (collectively, the “**Permits, Approvals and Intangibles**”): (i) all certificates, licenses, permits, authorizations, consents and approvals from governmental authorities with respect to the design, development, construction and installation of any improvements on the Land, vehicular ingress and egress to and from the Land, and/or the use, operation and occupancy of any improvements now or to be constructed on the Land; (ii) any impact fee credits with, or impact fee payments to, any county or municipality in which the Land is located arising from any construction of any improvements, or dedication or contribution of property related to the Land; (iii) any development rights, allocations of development density or other similar rights allocated to or attributable to the Land or any improvements thereon; (iv) any wet and dry utility, water, gas, electricity or sewer capacity or credits or service rights allocated to or attributable to the Land or any improvements thereon; and (v) all other freely assignable rights and interests associated with ownership of the Land which remain unconveyed or unassigned (i.e., to the extent not directly attached or appurtenant to the Land (nor any conveyance thereof by its vested record owner) or not arising out of the items described in the foregoing clauses (i) through (iv)).

For the sake of the clarity hereunder, the real property described on **Exhibit A-1** attached hereto, before and without accounting for the Parties’ completion of the land swap, lot consolidation, and/or subdivision processes as further provided herein below, is sometimes referred to herein as the “**Parent Tract**.” Additionally, the Parties acknowledge that, pursuant to provisions of this Agreement expressly applicable thereto and contained further hereinbelow (which provisions shall control to the extent of any conflict with this Section), the final description of the Land, and of the Property to be purchased hereby, shall (y) be derived and otherwise determined from the final, mutually approved, executed and recorded Subdivision Plat (defined below); and (z) consist of the remainder or residue of the Parent Tract, as affected by and made subject to the Parties’ undertaking and completion of the following processes: (1) the Land Swap (defined below), which shall or may cause some or all of the Church Parcel (defined below) to be added to and/or consolidated with the Parent Tract; and (2) the subdivision and exception of the Retained Parcel (defined below) from the Parent Tract at Closing.

2. **Purchase Price; Method of Payment.** The purchase price for the Property (the “**Purchase Price**”), shall be **FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)**.

3. **Earnest Money.** On or before the date that is five (5) days after the Effective Date, Buyer shall deliver to Fidelity National Title Group, National Commercial Services – Atlanta, having an office address for purposes of notice under this Agreement at 3301 Windy Ridge Parkway, Ste. 300, Atlanta, Georgia 30339, Attention: Leslie M. Flowers (email: leslie.flowers@fntg.com), as escrow agent (“**Escrow Agent**”), the sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** (such sum, together with all interest actually earned thereon during the term of this Agreement, is herein referred to as the “**Earnest Money**”). Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth on **Exhibit B** attached hereto, and if and as directed by Buyer, to

invest the Earnest Money. On the Closing Date (defined below), the Earnest Money will be applied as part payment of the Purchase Price.

4. **Closing.** The closing of the purchase and sale of the Property (the “**Closing**”), shall be held at or through the offices of Escrow Agent (i.e., pursuant to a ‘New York-style’ escrow, mail-in closing without the in-person attendance of the Parties being required) on the date (the “**Closing Date**”) as Buyer may specify and designate by written notice to Seller delivered not less than ten (10) days prior thereto. However, if Buyer fails to provide any such notice, then the Closing Date shall occur on the date sixty (60) days after the later of the following dates: (i) the date on which (or the last of the dates on which) the Conditions Precedent (defined below) contained in sub-paragraphs (b), (c), and (d) of Section 13 below have been satisfied; and (ii) the date of the expiration of the Inspection Period (defined below). Notwithstanding the foregoing or anything herein to the contrary, the Closing Date shall in no event be later than February 1, 2027.

5. **Access and Inspection; Delivery of Documents and Information by Seller; Examination by Buyer.**

(a) Between the Effective Date and the Closing Date, Buyer and Buyer’s agents and designees shall have the right to inspect, investigate and examine the Property, and to conduct, undertake, produce, procure and/or perform such soil tests, surveys, mechanical and structural engineering studies, environmental assessments, and any other investigations and inspections as Buyer may deem, in its sole discretion, necessary or appropriate to assess the condition of the Property (physical or otherwise). Further, Buyer is hereby granted by Seller a right and license of access, entry, ingress and egress over, across and through the Property, and any access ways, easements, or drives appurtenant or benefitting the Property, to the extent necessary to permit or allow Buyer to conduct the aforesaid inspections of the Property; such right and license being non-revocable prior to Closing except in the event of this Agreement’s termination. This right to inspect shall be, however, exercised during normal business hours, and conditioned upon notice given by Buyer in writing to Seller (which may be via email to j.cusack@roswellgov.com) at least twenty four (24) hours prior to any desired access. Upon reasonable advance notice, Seller may further temporarily restrict access as a result of emergency or other extraordinary circumstances, provided Seller will remove such restrictions as soon as practicable, and will not in any event unreasonably withhold access to the Property. Such activities by or on behalf of Buyer on the Property shall not materially damage the Property; and provided further, that Buyer shall indemnify and hold Seller harmless from and against any and all claims for injury to person or damage to property, to the extent directly resulting from the activities of Buyer or Buyer’s agents or designees on the Property, excluding, however, the extent to which any of the foregoing may arise out of or be attributable to the acts or omissions of Seller or its agents, employees, representatives and designees, or the mere discovery, or accidental or inadvertent exacerbation, of any pre-existing condition at the Property.

(b) On or before ten (10) business days after the Effective Date (the “**Diligence Delivery Date**”), Seller shall deliver to Buyer, if not previously delivered, copies of the items and materials listed on **Exhibit C** attached hereto and incorporated hereby which the City or Seller has in its possession or which Seller can obtain with reasonable effort (the “**Seller Diligence**”). Seller acknowledges that the Seller Diligence and other information the City or Seller has or may have in its possession or control with respect to the Property or the development thereof contemplated hereunder is critical to Buyer’s inspections of the Property. As a result, Seller agrees it shall further

(i) continue to disclose any additional items of Seller Diligence to Buyer, to the extent not reasonably available as of the Diligence Delivery Date, promptly as they become available; and (ii) cooperate with Buyer in its pursuit of the purchase of the Property under the other conditions contained herein, including with respect to pursuit and receipt of Entitlements (defined below), by, *inter alia*, (w) responding, to the best of Seller's then-current knowledge, to all questions and inquiries relating to the Property made by Buyer in writing, (x) providing all other documents (to the extent not encompassed by the Seller Diligence) in the City or Seller's possession or control that are reasonably necessary in Buyer's opinion for Buyer to evaluate the use of the Property for the Intended Use (defined below), (y) instructing its agents and advisors to disclose the same information as above described which they may have in their possession or control, and (z) executing and delivering, within five (5) days of Buyer's request therefor, any affidavits, powers of attorney, authorizations, letters, or similar statements reasonably required by the applicable governmental authorities and utilities to authorize Buyer and its agents to sign and execute on behalf of Seller any documents necessary to initiate and pursue any rezoning, permitting, replatting, and/or development of the Property (to the extent any of the foregoing do not constitute or pertain to the express obligations of Seller with respect to pursuit and receipt of Entitlements or the satisfaction of any other Conditions Precedent hereunder).

(c) Buyer shall have until the end of the period (the “**Inspection Period**”) beginning on the Effective Date, and continuing through the date on which Final Entitlement Approval (defined below) has occurred, in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer and whether the Property can be operated in a manner that is economically feasible and otherwise suitable and satisfactory to Buyer. Buyer shall have the right, at Buyer's option, for any reason or no reason, in Buyer's sole and absolute discretion, to terminate this Agreement by giving written notice thereof to Seller on or before the date the Inspection Period expires, in which event One Hundred Dollars (\$100.00) of the Earnest Money shall be delivered to Seller as consideration for Seller's execution of and entry into this Agreement (the “**Independent Consideration**”), the balance of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the Parties hereunder shall expire, and this Agreement shall become null and void. Seller acknowledges that Buyer will expend time, money and other resources in connection with the examination and investigation of the Property hereinabove described, and that, notwithstanding the fact that Buyer may terminate this Agreement pursuant to this Section 5(c), such time, money and other resources expended, together with the payment of the Independent Consideration to Seller as hereinabove described, constitute good, valuable, sufficient and adequate consideration for Seller's execution of and entry into this Agreement. Provided that Buyer has not terminated this Agreement as set forth in this Section 5(c), then, following the expiration of the Inspection Period, Buyer's right to terminate this Agreement pursuant to this Section 5(c) shall be deemed waived, and the Earnest Money shall be non-refundable to Buyer except as expressly provided in Sections 7(b), 7(c), 13, 17, and 18 hereinbelow.

6. **Prorations and Adjustments to Purchase Price.**

(a) The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

(i) All city, county and state ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (the “**Taxes**”), for the year in which

Closing occurs shall be prorated as of the Closing Date. In the event Seller has paid only a portion of the Taxes billed for the year in which Closing occurs due to the pendency of a protest of such Taxes, then, in connection with Closing, Seller shall deposit with Escrow Agent an amount equal to Seller's pro rata share of the resulting underpayment. Any such deposit with Escrow Agent shall be held in escrow by Escrow Agent pending final resolution of such protest, pursuant to escrow instructions reasonably acceptable in form and substance to Buyer, Seller, Escrow Agent and their respective counsel. In the event that, after the Closing Date, any additional Taxes are levied, imposed upon or assessed against the Property for periods prior to the Closing Date, Buyer shall give Seller written notice of such Taxes, and Seller shall be responsible for payment of such additional Taxes in full within the time fixed for payment thereof and before the same become delinquent. Without limiting the obligations of Seller pursuant to the immediately preceding sentence, Seller shall, and does hereby, indemnify, defend and hold harmless Buyer from and against any such additional Taxes (including all interest and penalties assessed or imposed in connection therewith) relating to periods prior to the Closing Date.

(ii) All utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer; provided, however, that at Buyer's election any one or more of such utility accounts shall be closed as of the Closing Date, in which event Seller shall be liable and responsible for all charges for service through the Closing Date and shall be entitled to all deposits theretofore made by Seller with respect to such utility, and Buyer shall be responsible for reopening and reinstituting such service in Buyer's name, and shall be responsible for any fees, charges and deposits required in connection with such new account.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this paragraph, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Seller. Notwithstanding anything contained herein to the contrary, the Parties acknowledge that, under the circumstances in existence as of the Effective Date, Taxes due for the Property at Closing may be based in part on property taxes due for the Parent Tract (which itself is or may be part of what is now the Church Parcel, before completion of the Land Swap). Accordingly, the Parties agree that, together with application of the provisions of sub-paragraph (i) above (provided that the provisions of this paragraph shall control to the extent of any conflict), such Taxes shall be prorated at Closing on the basis of the Taxes attributable to the acreage of (but not the improvements on) the Land in relation to the acreage of the Parent Tract (or such acreage covered by such tax bill attributable to the Parent Tract), as affected by the acreage added thereto upon completion of the Land Swap.

(b) Except as expressly set forth in this Agreement, Buyer shall not assume any liability, indebtedness, duty or obligation of Seller of any kind or nature whatsoever.

7. **Title.**

(a) Seller covenants to convey to Buyer at Closing good and marketable fee simple title in and to the Property, whereby “**good and marketable fee simple title**” shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (defined below); and (ii) insurable by Escrow Agent or such other nationally-recognized title insurance company selected by Buyer (in either case, the “**Title Company**”), at then current standard rates and under and pursuant to the Title Policy (defined below). Further, reference herein to (y) “**Permitted Exception(s)**” shall mean any title, survey, or zoning matters approved or waived (or deemed waived) by Buyer pursuant to Section 7(b) below; and (z) the “**Title Policy**” shall mean an owner’s policy of title insurance for the Property prepared from the Title Company’s then current standard ATLA form paid for by Buyer, which (1) names Buyer (or its designee) as the insured, (2) insures, with so-called ‘extended coverage,’ fee simple title to the Land (together with any easements appurtenant thereto) in the amount designated by Buyer (but no less than the Purchase Price) on the basis of the Title Commitment (defined below) and Seller’s vesting legal description (as affected, however, by the Subdivision Plat), (3) deletes or removes all exceptions other than the Permitted Exceptions (including deletion of the standard or pre-printed exceptions), and (4) is otherwise in form and substance consistent with the pro forma title policy prepared by the Title Company and reasonably approved by Buyer at or prior to Closing.

(b) Within a reasonable time after the Effective Date, Buyer shall procure an up-to-date ATLA title insurance commitment for the Property (or alternatively, one or more such title insurance commitments for the Parent Tract and the Church Parcel) on the Title Company’s then current form, from which the Title Policy will eventually be prepared (individually and/or collectively, the “**Title Commitment**”). Buyer shall have until the expiration of Inspection Period in which to examine all title, survey, zoning, and other similar matters affecting the Property, whether indicated by the Title Commitment, the Survey (defined below), a zoning compliance report Buyer commissions for the Property (the “**Zoning Report**”), or any other reasonable source, and to give Seller written notice (the “**First Objection Notice**”) of objections Buyer has to any such matters revealed thereby. Further, at any time after the First Objection Notice and until the Closing Date, Buyer shall have the right to reexamine any update to the foregoing materials furnished to Buyer after delivering the First Objection Notice (Buyer having the right to cause any such updates, at its discretion) and to give written notice of any objections to matters shown thereon and not disclosed by the initial versions of such materials (each, an “**Additional Objection Notice**”). Within ten (10) business days after delivery of the First Objection Notice (or an Additional Objection Notice) (“**Seller’s Response Period**”), Seller shall give written notice to Buyer advising whether or not Seller elects to cure any objection set forth in the First Objection Notice (or any Additional Objection Notice) (“**Seller’s Response**”). Other than with respect to Mandatory Cure Items (defined below), if Seller fails to give Seller’s Response within Seller’s Response Period, Seller shall be deemed to have elected not to cure the objections set forth in the First Objection Notice (or in any Additional Objection Notice). If Seller elects (or is deemed to have elected) not to cure any one or more objections included in the First Objection Notice (or any Additional Objection Notice), then Buyer shall have the right to terminate this Agreement by

written notice to Seller given within ten (10) business days of the date Seller's Response to the First Objection Notice (or any Additional Objection Notice) was due (a "**Termination Deadline**"), whereupon the Earnest Money (less the Independent Consideration, which shall be paid to Seller) shall be refunded to Buyer immediately upon request, all rights and obligations of the Parties hereunder shall expire, and this Agreement shall become null and void. If Buyer fails to terminate this Agreement on or before the applicable Termination Deadline, then, except for Mandatory Cure Items, any objection specified in the First Objection Notice (or any such Additional Objection Notice) as to which Seller has elected (or is deemed to have elected) not to cure shall be deemed waived, and thereupon constitute a Permitted Exception.

(c) Notwithstanding anything contained herein to the contrary, Seller covenants and agrees that it shall cure (i.e., by payment, discharge, satisfaction, cancellation, release, removal and/or record clearance) any of the following matters existing and in effect against the Property prior to Closing ("**Encumbrance(s)**"): (i) unless caused or created directly by Buyer, any monetary liens on the Property resulting from a loan, mechanics' liens, judgments, tax liens and other liens, claims or encumbrances capable of satisfaction, discharge or release upon payment of an ascertainable sum of money, (ii) any exceptions shown on the Title Commitment or Survey which interfere with the Intended Use, (iii) all liens or encumbrances created by the act or omission of Seller or any agent or contractor of Seller, (iv) any and all notices of commencement, (v) all taxes, assessments and utility bills of any kind due and payable or constituting a lien against the Property as of Closing, and (vi) any matters objected to in writing by Buyer pursuant to Section 7(b) of this Agreement which Seller has expressly committed to cure (i.e., Seller has so committed within a Seller's Response, which commitment shall be non-revocable). If Seller fails to cure any Encumbrance by the Closing Date, Buyer shall have the right to pay or discharge such Encumbrances on Buyer's account, either directly or through the Escrow Agent, and deduct such amounts from the Purchase Price at Closing. Additionally, excepting for any Violations (defined below) that will be cured by receipt of the Entitlements, Seller shall further be required to cure any Violations existing as of the Closing Date; whereby "**Violation(s)**" shall mean any circumstance or condition at the Property which constitutes a violation of (or other material non-compliance with) applicable law, and for which Seller has knowledge or has received notice, including notices of violations of record on the Closing Date, and any orders or requirements to remedy any violation or non-compliance of or at the Property issued by or for any governmental authority having jurisdiction over the Property; and further whereby, specifically with respect to any Violation, "cure" shall mean action which is sufficient to remedy the circumstance or condition forming the basis of such Violation and to effect a record clearance thereof (to the extent existing of record). Encumbrances and Violations are together herein referred to as "**Mandatory Cure Items.**" Except with respect to Mandatory Cure Items described in clauses (ii) and (vi) of the above definition of Encumbrances (for which Buyer must have first made written objection), Seller shall be required to cure all Mandatory Cure Items without regard to whether Buyer has objected thereto in the First Objection Notice or any Additional Objection Notice, and Seller shall have until the Closing Date to do so. If Seller fails to cure the Mandatory Cure Items by the Closing Date, Buyer may: (i) terminate this Agreement, in which event the Earnest Money (less the Independent Consideration, which shall be paid to Seller) shall be refunded to Buyer immediately upon request, all rights and obligations of the Parties hereunder shall expire, and this Agreement shall become null and void; or (ii) cure for its own account such uncured Mandatory Cure Items, after deducting from the Purchase Price the cost of said cure; or (iii) waive such cure in writing and consummate the purchase and sale of the Property; or (iv) extend the Closing Date for a period of up to thirty (30) days, during which time Seller shall cure all remaining uncured Mandatory Cure Items. In

the event of an extension of the Closing Date under clause (iv) above, and a subsequent failure of Seller to cure any such uncured Mandatory Cure Items, Buyer may then elect among the alternatives specified in clauses (i), (ii) and (iii) above.

8. **Survey.** Buyer shall have the right to cause an as-built survey and/or ALTA land title survey of the Property (or, alternatively, of the Parent Tract with or without account for the land to be added thereto by virtue of the Land Swap, but which shall also describe therein the proposed boundaries of the Land and the Retained Parcel; the Parties agreeing however, that the final determination of such boundaries shall be controlled by the final approved Subdivision Plat) to be prepared by a surveyor designated by Buyer (the “**Survey**”), from which Buyer may furnish objections thereto in its First Objection Notice or any Additional Objection Notice. The Survey shall, at Buyer’s election, be used to prepare the legal description of the Land for purposes of the below described quitclaim deed.

9. **Proceedings at Closing.** On the Closing Date, the Closing shall take place as follows:

(a) **Seller Closing Deliverables.** Seller shall deliver to Escrow Agent, to hold in escrow for and on behalf of Buyer, the following documents and instruments, duly executed by or on behalf of Seller, or otherwise provide or perform the items listed as follows:

(i) (y) an original limited warranty deed (the “**Deed**”), in the form of **Exhibit D** attached hereto and incorporated hereby, conveying fee simple title to the Land to Buyer, subject only to the Permitted Exceptions; and (z) if requested by Buyer prior to Closing, an original quitclaim deed in the form of **Exhibit E** attached hereto and incorporated hereby, conveying all of Seller’s right, title and interest in and to the Land in accordance with the legal description derived from the Survey;

(ii) (y) an original general assignment, in form of **Exhibit F** attached hereto and incorporated hereby (the “**General Assignment**”), assigning all of Seller’s rights and interests in and to the Permits, Approvals, and Intangibles, and further assigning all of Seller’s rights and interests in and to (or claims under) the Entitlements, to the extent any of the same having been issued for the Property are severable from ownership thereof and are required (whether by this Agreement or applicable law) to be issued in the name of Seller or any third party; and (z) original or duplicate copies of any written authorizations, consents, or similar documents, duly executed by the applicable governmental authorities or public utilities, as may be reasonably necessary or required in (Buyer’s good faith judgement) to effectuate such assignment;

(iii) an original owner’s affidavit of Seller, in form and substance reasonably satisfactory to Escrow Agent and sufficient to issue the Title Policy in the condition required herein, together with any other affidavits and indemnities required by the Title Company to issue the Title Policy as aforesaid;

(iv) an original affidavit of non-foreign status, in form and substance reasonably satisfactory to Escrow Agent;

(v) an original completed 1099-S request for taxpayer identification number and certification, and acknowledgment;

(vi) an original certificate, certifying and affirming that the representations and warranties of Seller in this Agreement are true, complete and correct in all material respects on and as of the Closing Date (the “**Seller’s Certificate**”);

(vii) evidence in form and substance reasonably satisfactory to Escrow Agent that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Seller, the performance by Seller of all of Seller’s duties and obligations under this Agreement, and the execution and delivery by Seller of all documents and other items to be executed and delivered to Buyer at Closing, have been accomplished;

(viii) an original affidavit of Georgia residency attesting to and certifying that Seller is a Georgia resident or is otherwise exempt from the withholding under O.C.G.A. Section 48-7-128 *et seq.*, or if Seller is unable to provide such affidavit, an affidavit of gain prepared, executed and delivered in accordance with O.C.G.A. Section 48-7-128 *et seq.* (in which case, such affidavit and the amount of such gain from Seller’s proceeds shall be submitted by Escrow Agent to the Georgia Department of Revenue);

(ix) an original Affidavit Regarding Commercial Real Estate Brokers, duly executed by Seller in the form of **Exhibit G** attached hereto, subject to such modifications as may be necessary to be in form and substance satisfactory to Escrow Agent;

(x) to the extent Seller is represented by a commercial real estate broker as expressly indicated herein, an original broker’s lien waiver, duly executed by the Seller’s broker in the form of **Exhibit H** attached hereto, subject to such modifications as may be necessary to be in form and substance satisfactory to Escrow Agent;

(xi) all other items required by Escrow Agent to be delivered by Seller in order to satisfy the title requirements set forth on Schedule B, Part 1 (or other applicable schedule) of the Title Commitment or to issue the Title Policy in the condition required herein;

(xii) original counterparts to all Development Documents (defined below), in the form and substance negotiated and mutually approved by the Parties pursuant to the provisions of this Agreement expressly applicable thereto, and which are required to be executed by Seller or its designee;

(xiii) unless executed and recorded prior to Closing as may be expressly permitted by Buyer or by the applicable provisions of this Agreement, fully executed original copies of all Off-Site Easements (defined below) having been Granted (defined below) in the form and substance approved by Buyer pursuant to the provisions of this Agreement expressly applicable thereto;

(xiv) unless executed and recorded prior to Closing as may be expressly permitted by Buyer or by the applicable provisions of this Agreement, an original executed copy (or

an executed duplicate copy, to the extent the original thereof is required to be held by the clerk of the applicable recorder's office prior to recordation) of a final approved Subdivision Plat, in the form and substance approved by the Parties pursuant to the provisions of this Agreement expressly applicable thereto;

(xv) an original counterpart to the settlement and/or disbursement statement setting forth the economics of the transaction contemplated hereby (the "**Closing Statement**"), in the form and substance mutually approved by the Parties (each acting reasonably), a comprehensive draft of which will be delivered by Escrow Agent a minimum of two (2) days prior to the Closing Date.

(b) Seller Direct Deliverables. Seller shall deliver to Buyer the following items, if the same have not been theretofore delivered by Seller to Buyer:

(i) the original or correct and complete copies of the Permits, Approvals, and Intangibles;

(ii) the original copies, or otherwise duplicate copies which are true, complete, and correct in all material respects, of the Seller Diligence;

(iii) evidence of the termination of any Leases, Property Contracts, or other service, operation, or brokerage agreements with respect to the Property;

(iv) all such reasonable written evidence (e.g., executed and recorded deeds, closing statements, affidavits, title policies, and similar documents) substantiating that the Land Swap has closed and been completed, as Buyer or the Title Company may reasonably request;

(v) the evidence described in Section 23 below which confirms the City's execution of this Agreement and its conveyance of the Parent Tract to Seller; and

(vi) any other items reasonably requested by Buyer in writing pursuant to the provisions of this Agreement expressly permitting such request, including as may relate to the Entitlements, the Seller Diligence, or Seller's compliance with the provisions of Section 12 below.

(c) Buyer Closing Deliverables. Buyer shall execute or deliver (as applicable) to Escrow Agent, or otherwise provide or perform, the following items:

(i) evidence in form and substance reasonably satisfactory to Escrow Agent that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Buyer, the performance by Buyer of all of Buyer's duties and obligations under this Agreement, and the execution and delivery by Buyer of all documents and other items to be executed and delivered to Seller at Closing, have been accomplished;

(ii) an original counterpart to the General Assignment;

- (iii) an original counterpart to the Closing Statement;
- (iv) an original Affidavit Regarding Commercial Real Estate Brokers, duly executed by Buyer in the form of **Exhibit G** attached hereto, subject to such modifications as may be necessary to be in form and substance satisfactory to Escrow Agent;
- (v) to the extent Buyer is represented by a commercial real estate broker as expressly indicated herein, an original broker's lien waiver, duly executed by the Buyer's broker in the form of **Exhibit H** attached hereto, subject to such modifications as may be necessary to be in form and substance satisfactory to Escrow Agent;
- (vi) original counterparts to all Development Documents which are required to be executed by Buyer or its designee;
- (vii) original counterparts to each and all Granted Offsite Easements requiring Buyer's execution; and
- (viii) the remainder of the Purchase Price, after crediting the Earnest Money and making the adjustments and prorations provided for in this Agreement in accordance with the provisions of this Agreement.

10. **Costs of Closing.** Subject to the exceptions specified in the last sentence of this Section, Buyer shall pay all closing costs relating to this Agreement, including the costs of its inspections, recording costs, documentary taxes, transfer taxes, or similar taxes and fees. Buyer shall further pay any costs relating to any financing of Buyer's purchase of the Property (including recording costs of security instrument or deed to secure debt); the costs and expenses associated with the title search and title commitment; the premiums for any mortgagee policy of title insurance to be delivered at the Closing; the premium for any owner's policy of title insurance issued in favor of Buyer at the Closing, including any extended coverage and the costs of any endorsements to Buyer's owner's policy of title insurance; the cost of obtaining the Survey; the costs of the preparing the Subdivision Plat, the Site Plan, and all other Plans; any escrow fees; and Buyer's attorneys' fees (collectively, the "**Buyer's Expenses**"). All other costs and expenses of the transaction contemplated hereby shall be borne by the Buyer (including any commissions or fees due and payable to any commercial real estate brokers retained by either Party, as further described herein below), except for the following costs, which shall be paid by Seller: (a) Seller's costs in undertaking any performance which Seller is expressly required to perform at its sole cost, or for which the payment of funds is integral to Seller's performance, pursuant in each case to the applicable provisions herein; (b) all payroll expenses of Seller or any other department, board, or authority of the City of Roswell, Georgia, including the salary of in-house counsel and paralegals; and (c) the fees and expenses of third party attorneys retained by Seller (if any).

11. Warranties, Representations of the Parties; General Covenants of Seller.

11.1 **Seller's Representations and Warranties.** Seller represents, warrants and covenants to and with Buyer, knowing that Buyer is relying on each such representation, warranty and covenant, that:

(a) The City is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia. The City has the lawful right, power, authority and capacity to convey the Parent Tract to Seller in satisfaction of the conditions contained in Section 23 below. Seller is a state development authority and public body corporate and politic, duly organized, validly existing and in good standing under the laws of the State of Georgia. Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement.

(b) Seller is solvent and has not (1) made a general assignment for the benefit of creditors, (2) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors; (3) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (4) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (5) admitted in writing its inability to pay its debts as they become due, or (6) made an offer of settlement, extension or composition to its creditors generally. There are no bankruptcy proceedings pending or, to Seller's knowledge, threatened against Seller.

(c) There are no actions, suits or proceedings pending or threatened against Seller or the Property before any court, grand jury, administrative agency or other investigative body, or governmental department or authority, commission, board, agency, bureau or instrumentality of any kind (domestic or foreign); nor are there any such actions, suits or proceedings pending or threatened against the City in relation or with respect to the Property which would prevent satisfaction of the conditions contained in Section 23 below.

(d) All requisite municipal corporate and/or public development authority action has been taken by Seller, and will be taken by the City, authorizing and approving (as applicable) (i) the execution of and entry into this Agreement by Seller and the City, (ii) the execution and delivery of the documents and instruments to be executed and delivered by (y) the City and Seller in satisfying the conditions contained in Section 23 below, and (z) Seller on the Closing Date, and (iii) the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts of the Seller necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, and the foregoing are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which the City or Seller is a party, any judicial order or judgment of any nature by which the City or Seller is bound, or the organizational documents of Seller; and this Agreement, and the covenants and agreements of the City and Seller under this Agreement, are the valid and binding obligations of the City and Seller, enforceable in accordance with their terms.

(e) The City has good and marketable fee simple title to the Parent Tract; Seller will have good and marketable fee simple title to the Parent Tract upon satisfaction of the conditions contained in Section 23 below; and, except for satisfaction of said conditions contained in Section 23 or as may relate to the addition of land to the Parent Tract following completion of the Land Swap and the later subdivision of the Retained Parcel therefrom, no circumstance, condition, or event exists or has occurred which would prevent Seller from conveying good and marketable fee simple title to the Property to Buyer at Closing as required hereunder and in the condition required hereby.

(f) Subject to the addition of land to the Parent Tract following completion of the Land Swap and the later subdivision of the Retained Parcel therefrom, there are no, nor will there be at Closing, any encroachments on the Land, nor any gaps, gores, overlaps or other irregularities between the boundaries of the Land and the boundaries of nearest adjacent land or public right of way abutting the Land.

(g) No portion of the Parent Tract is subject to any other classification, designation or preliminary determination of any agency of any federal, state or local government, or pursuant to any federal, state or local law, which would restrict the use, development, occupancy or operation of the Property, including, without limitation, any designation or classification as a wetland, an archeological site, any classification or determination under the Endangered Species Act, or any designation as an historical site.

(h) The Parent Tract is not subject to any use, development or occupancy restrictions (except those imposed by applicable zoning and subdivision laws and regulations), special taxes and assessments or utility “tap-in” fees (except those generally applicable throughout the tax district in which the Parent Tract is located), or charges or restrictions, whether existing of record or arising by operation of law, unrecorded agreement, the passage of time or otherwise (other than the Permitted Exceptions).

(i) On the Closing Date, there will be no indebtedness to any contractor, laborer, mechanic, materialman, architect, engineer or any other person for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property.

(j) To City’s or Seller’s knowledge no portion of the Parent Tract is used or has ever been used for the storage, processing, treatment or disposal of Pollutants; the Parent Tract does not contain, nor has it ever contained, Pollutants; no Pollutants have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Parent Tract; there are no pending claims, administrative proceedings, judgments, declarations, or orders, whether actual or threatened, relating to the presence of Pollutants on, in or under the Parent Tract; the Parent Tract is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of Pollutants; to the best of Seller’s knowledge, no Pollutants have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent property (including the Church Parcel); and there are no underground storage tanks located on or in the Parent Tract. As used in this Agreement, “**Pollutants**” means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under any federal, state or local environmental or common law, rule, regulation, ordinance or requirement, as may be amended, replaced or superseded, and shall include, without limitation: (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601 et seq.; (ii) any hazardous substance, constituent or waste as defined by any applicable state statute; (iii) any material identified as a hazardous waste under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq. and any equivalent state statute applicable to the Property; (iv) any material regulated as a Toxic pollutant as defined under the Federal Water Pollution Control Act, 33 U.S.C.A. § 1251 et seq. and any equivalent state statute; (v) any hazardous substance or toxic pollutant as defined under the Federal Water Pollution

Control Act, 33 U.S.C.A. § 1251 et seq.; (vi) any hazardous substance as defined by the Oil Pollution Act, 33 U.S.C.A. § 2701 et seq. and any equivalent state statute; (viii) any hazardous air pollutant as defined under the Federal Clean Air Act, 42 U.S.C.A. § 7401 et seq. and any equivalent state statute; (vii) any substance regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C.A. § 135 et seq.; (viii) a special nuclear or byproduct material within the meaning of the Atomic Energy Act, 42 U.S.C.A. § 2014 et seq.; and (ix) any material or substance, or combination of materials or substances displaying any explosive, volatile, radioactive, toxic, corrosive, flammable, ignitable or reactive characteristic or which may cause a nuisance, injury, harm or degradation to human health, welfare or the environment.

(k) The Property is not and has not been subject to any exemption from ad valorem taxes that will result in imposition of any tax or penalty upon (x) the transfer of title to the Parent Tract by the City to Seller in compliance with the conditions contained in Section 23 below, (y) the transfer of title by Seller at Closing, or (z) or any change in use of the Property.

(l) The Parent Tract is not in violation of, and neither the City nor Seller has received notice of any violations or potential violation of any, zoning, building, health, environmental or other laws, codes, ordinances, regulations, orders or requirements of any city, county state or other governmental authority having jurisdiction thereof, or any private restrictive covenants affecting the Property.

(m) There are no pending, threatened or contemplated condemnation actions involving all or any portion of the Parent Tract or any interest therein; and, to the best of Seller's knowledge and belief, there are no, nor does the City have any, existing, proposed or contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land.

(n) All utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, telephone and cable television) are available on the Parent Tract through private easements or properly dedicated public easements in capacities sufficient to serve and operate the Property, the cost of installation of such has been fully paid, and access to the Parent Tract from streets and roads adjoining the Parent Tract is not limited or restricted.

(o) Neither the City nor Seller are a party to, and there does not exist with respect to the Parent Tract, any leases (oral or written), licenses, occupancy agreements or similar agreements granting any rights to possess, occupy, or use the Parent Tract to any third party (collectively, "**Leases**") now in effect, or what would survive the Closing or otherwise bind the Buyer or the Property following the Closing.

(p) Neither the City nor Seller are a party, and there does not exist with respect to the Parent Tract, any property management, maintenance, service, leasing and brokerage agreements, employee or other contracts (collectively, "**Property Contracts**") that would survive the Closing or otherwise bind the Buyer or the Property following the Closing.

(q) The Parent Tract has direct access to the public streets and roadways adjoining the Parent Tract, and such access is not limited or restricted.

(r) Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "**Executive Order**") (collectively, the "**Anti-Money Laundering and Anti-Terrorism Laws**"). Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time (a "**Government List**"). Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used in connection with this Agreement and amounts committed with respect thereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(s) To Seller's knowledge, all the Seller Diligence and other information and data furnished by Seller (including such information as may be furnished through or on behalf of the City) to Buyer with respect to the Property is true, correct, complete and not misleading.

Seller acknowledges and agrees that no examination or investigation of the Property by or on behalf of Buyer prior to Closing shall in any way modify, affect or diminish Seller's obligations under the representations, warranties, covenants and agreements set forth in this Agreement. The provisions of this Section 11.1 shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed to Buyer and the payment of the Purchase Price.

11.2 Buyer's Representations and Warranties. Buyer represents and warrants to and with Seller, knowing that Seller is relying on each such representation and warranty that:

(a) Buyer is a limited liability company, duly organized, validly existing and in good standing in the State of Delaware.

(b) All requisite limited liability company action has been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery of these documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance of Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of

the Property as contemplated by and provided for in this Agreement, and the foregoing are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Buyer is a party, any judicial order or judgment of any nature by which Buyer is bound, or the organizational documents of Buyer; and this Agreement, and the covenants and agreements of Buyer under this Agreement, are the valid and binding obligations of Buyer, enforceable in accordance with their terms.

11.3 General Seller Covenants. Without limitation of any of Seller's other express obligations hereunder, between the Effective Date and the Closing Date, Seller, at its sole cost and expense (as applicable), shall (and, for so long as the conditions contained in Section 23 below have not been satisfied, or to the extent the City at any time thereafter has control over Seller's ownership of the Parent Tract, Seller shall also cause the City to):

(i) not take or permit any action to be taken which will cause any of the representations, warranties or covenants set forth in Section 11.1 above to be untrue or unperformed on the Closing Date;

(ii) not take or permit any action to be taken which will cause any of the Conditions Precedent to be unsatisfied or unperformed on or as of the Closing Date;

(iii) operate the Parent Tract in the ordinary course of business so that, on the Closing Date, the Property (as derived from the balance of the Parent Tract) will be in the same condition as it now exists, natural wear and tear and loss by insured casualty alone excepted;

(iv) continue to carry and maintain in force all existing policies of casualty and public liability insurance with respect to the Parent Tract;

(v) (i) terminate or cause to be terminated (in writing) all Property Contracts, Leases, privileges, licenses (including tenant leases), or other similar interest and rights of third parties with respect to the Parent Tract, including, without limitation, rights to market or erect any signs on the Parent Tract, and any purchase options, rights of first refusal, or other similar rights with respect to the Property; and (ii) provide notice of such terminations (to be effective no later than the Closing Date) to the applicable counterparty(ies) with copies to Buyer;

(vi) pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Parent Tract between the date hereof and the Closing Date;

(vii) pay or cause to be paid all other expenses incurred in the use, occupancy and operation of the Property between the date hereof and the Closing Date;

(viii) not, without the prior written approval of Buyer (to be granted or withheld in Buyer's sole discretion), (i) make or enter into any Leases or other agreement for the use, occupancy or possession of all or any part of the Property, (ii) make or enter into any Property Contracts, or (iii) grant any easement, license, covenant, or other similar encumbrance against the Property, or enter into any agreement therefor;

(ix) to the extent not encompassed by Seller's affirmative obligations expressly set forth in Section 12 below, cooperate with and provide reasonable support to Buyer in connection with obtaining the Entitlements, the Subdivision, confirmation of Adequate Access (defined below) and/or Off-Site Easements providing same, and other similar items in pursuit of development of the Intended Use. Further, Seller shall not in any event oppose, hinder or impede in any manner whatsoever Buyer's efforts to obtain any of the aforesaid items.

12. **Real Estate Covenants and Provisions.**

12.1 **Defined Terms; Entitlements.**

(a) **Definitions.** As used in this Section and elsewhere in this Agreement, the following terms shall have the meanings set forth hereafter:

(i) The "**Church**" means Westminster Japanese Church, Inc., as Trustee of the Westminster Japanese Church, or any successor-in-title as the record owner of the Church Parcel.

(ii) The "**Church Parcel**" means that certain tract or parcel of real property located in Fulton County, Georgia, adjacent to the Parent Tract, consisting of approximately 2.58 (+/-) acres, more or less, commonly known as street address 11450 Bowen Road, Roswell, GA 30075.

(iii) "**Entitlements**" means any and all variances, conditional or special land use permits, approved rezonings or amended conditions of zoning, land disturbance permits, utility approvals or will-serve letters, containment letters, and other similar entitlements and authorizations which are required to be issued and/or granted to or for the Property for Buyer to commence development of the Intended Use immediately following the Closing (with "commence" referring to the commencement of initial mass grading, erosion control and other site preparation work).

(iv) "**Final Entitlement Approval**" means the instance at which all Entitlements sought and requested by Buyer by written notice to Seller, including the Plans corresponding to or associated with such Entitlements and the applications submitted therefor, have been approved and granted by the applicable Review Bodies (defined below), as evidenced by such Review Bodies having issued one or more written resolutions, signed letters, or similarly executed statements, in form and substance reasonably satisfactory to Buyer, which affirms that all such Entitlements so requested and applied for have been so granted and/or approved, but with any conditions of approval stated therein being satisfactory to Buyer, in its sole and absolute discretion, and with any and all periods provided by local ordinance or State statute to challenge or appeal such approval having expired, or in the event of an appeal, such appeal having been dismissed or conclusively resolved in favor of granting and approving the Entitlements and allowing development of the Intended Use to proceed.

(v) The "**Intended Use**" means the development, construction, use, and operation of the Property as a mixed-use commercial center, with a grocery anchor and

surrounding shops, being generally consistent with the scheme of development contemplated by the Site Plan, and substantially in accordance with all other Plans now or hereafter prepared by, for or on behalf of Buyer.

(vi) “**Plans**” means the Site Plan, the Subdivision Plat, and any and all other plats, drawings, impact studies, plans, and specifications prepared for the Property and required to be reviewed and/or approved by the applicable governmental authorities or public utilities for, or in connection with, the issuance of the Entitlements, including (without limitation) any working, construction, design and/or engineering drawings; grading, erosion, stormwater, landscaping or other similar mitigation plans; service plans for water, sanitary sewer and other utilities; traffic impact studies and/or designs for traffic improvements or control measures; architectural elevations and base building designs; and all such other items of engineering, architectural, and/or design information with respect to the planning and development of the Intended Use.

(vii) A “**Required Change**” means any revision, modification, alteration or other change to any Plans or applications filed in pursuit of the Entitlements which is required to comply with any local, state, or federal law, rule, regulation, ordinance, code, or order generally applicable to all properties similarly situated to the Property.

(viii) The “**Retained Parcel**” means the parcel of land to be retained by Seller from the Closing, which shall be created from the Parent Tract upon completion of the Subdivision (from, i.e., portions of the land currently encompassed by the Parent Tract and/or any land to be added thereto upon completion of the Land Swap), but for which the final shape, configuration and area thereof shall be determined and mutually approved by the Parties in connection with the review and approval of the Subdivision Plat and any Plans prepared in connection with the Land Swap; and provided further, however, the final form of said parcel to be so created, subdivided and retained by Seller shall in no event (1) exceed 2.5 acres in area; or (2) be in a location which, in Buyer’s commercially reasonable and good faith judgement, unreasonably impedes or interferes with the Property’s access to adjacent public roads or points of connections to Utility Systems (defined below), or has any other material and adverse effect on development of the Intended Use.

(ix) The “**Site Plan**” means the site plan for the Intended Use, a preliminary version of which is shown attached hereto as **Exhibit I**, and incorporated herein by this reference, inclusive, however, of all subsequent versions thereof or modifications thereto which are submitted to any Review Bodies for or within the relevant applications for the Entitlements.

(x) The “**Subdivision**” means (inclusive of all references herein to the same being “completed” or the “completion thereof”) the undertaking, performance and completion, whether as part of the Entitlements, the Land Swap, or by separate formal application or tax map amendment, of all processes and procedures necessary and/or sufficient for the Parent Tract (including all or any portion of the Church Parcel which shall or may be added thereto upon completion of the Land Swap) to be legally subdivided as between the Property and the Retained Parcel so that each shall thereupon become legal, insurable lots of real property as reflected in the tax records, and for which a uniquely assigned tax identification number shall be issued.

(xi) The “**Subdivision Plat**” means the plat of subdivision, re-combination and/or consolidation (as applicable) depicting the subdivision from the Parent Tract (including all or any portion of the Church Parcel which shall or may be added thereto upon completion of the Land Swap) of the Retained Parcel and the Property as legal insurable lots, in form and substance which is (1) sufficient to the undertake, perform and complete the Subdivision; (2) mutually approved (or shall have been mutually approved) by the Parties in all material respects, each acting reasonably and in good faith consistence with the terms of this Agreement; (3) proper and suitable for recordation in the real estate records of the county in which the Property is located; (4) executable by all required governmental officials, engineers, owners, lenders, or their designees; and (5) otherwise sufficient so that, upon recordation thereof, the Subdivision shall have been completed.

(b) Zoning and Land Use Entitlements. Within a reasonable time after Buyer’s determination as to the identity of the Entitlements required for the Intended Use (which shall be no later than one hundred eighty (180) days after the Effective Date), Buyer shall advise Seller thereof in writing, and prepare and submit to Seller draft copies of any necessary Plans. Thereafter, Seller shall, at its sole cost and expense, and prior to Closing, seek, pursue, and caused to be issued, granted and/or approved all Entitlements consisting of variances, conditional or special land use permits, approved rezonings or amended conditions of zoning, and other similar Entitlements. Without limitation of the foregoing, provided only that Buyer has prepared all Plans necessary therefor (or if Seller shall have prepared any such Plans, Buyer has reviewed and approved the form and substance of same, such approval to be given in Buyer’s sole and absolute discretion), Seller shall file and prosecute all applications or other processes required to obtain any of the foregoing Entitlements (either for itself or by and through the name of a subordinate municipal official or body, as Seller’s representative or attorney-in-fact, or by formal public hearing, text amendment to the zoning code or otherwise), from and/or before any applicable governmental authorities or public utility providers (collectively, “**Review Bodies**”). To the extent the City is one of such Review Bodies, the City shall cooperate with the Parties in good faith to cause the applications and Plans for the foregoing Entitlements to be expeditiously reviewed in compliance with applicable laws and the City’s official long-term planning objectives. Following Seller’s submission of such applications to the Review Bodies, Seller shall not cause, request, and/or accept any modification, change, amendment, or other alteration thereto except with Buyer’s prior written consent, which consent may be granted or withheld in Buyer’s sole discretion unless any of the foregoing constitutes a Required Change, in which event Buyer’s consent shall not be unreasonably withheld, conditioned, or delayed.

(c) Construction Entitlements. Concurrently with Seller’s pursuit (or, to the extent required by applicable laws, regulations or codes, following Seller’s receipt) of the Entitlements contemplated by the immediately preceding paragraph, Buyer shall, at its sole cost, seek and pursue, and use commercially reasonable efforts to caused to be issued, granted and/or approved in its name, all Entitlements consisting of land disturbance permits, grading permits, utility approvals or will-serve letters, transportation or traffic improvement permits or approvals, containment letters, and similar Entitlements which Seller is not expressly for obtaining pursuant to the immediately preceding paragraph (except to the extent issuance of any of the foregoing Entitlements is within the jurisdiction and authority of Seller or the City, in its capacity as a municipal governmental entity of the State of Georgia, and need not be issued in Buyer’s name by any requirement of applicable law, in which event, Seller shall cause such Entitlements to be obtained for or on behalf of Buyer in the manner set forth in the preceding paragraph).

12.2 Utilities and Easements.

(a) To the extent not confirmed or obtained as part of pursuing Final Entitlement Approval, at all times prior to the Closing Date, Buyer shall have the right to take all actions required to confirm access and availability to the Property (either through publicly dedicated rights-of-way and/or through private easements) of all utilities and related systems required for the Intended Use, including sanitary sewer, storm sewer, surface drainage and/or detention, water distribution, electric energy, natural gas distribution system (if applicable), cable television system, and a telephone system (collectively, the “**Utility Systems**”), each having adequate capacity for the Intended Use, with the owners of the infrastructure, facilities, and lines included in such Utility Systems having permitted the connection with and to said infrastructure, facilities, and lines through connecting facilities to be constructed on or within the Property, without any requirement to either (i) obtain any further easements or appurtenances from any adjacent or nearby parcels of land, or (ii) construct, install or modify any treatment facility or improvement, and at no unusual cost or expense to Buyer other than commercially reasonable connection fees, tap fees, and other customary fees associated with procuring a building permit for the Intended Use (the foregoing, as to any one more Utility Systems, “**Adequate Access**”).

(b) In the event Buyer determines that the Property lacks Adequate Access to any one or more Utility Systems, then Buyer shall have the right to direct that Seller obtain from the applicable adjacent landowners, and otherwise cause to be Granted, any and all off-site easements as may be necessary to permit the Property to have such Adequate Access (such easements, together with any related third-party approvals that may be required in connection with the granting of such easements, being referred to herein as “**Off-Site Easement(s)**”); provided, however, Seller’s obligations under this Section shall be expressly conditioned upon Buyer having furnished Seller with written notice and request prior to expiration of Inspection Period, which notice shall specify the Utility Systems for which the Property lacks Adequate Access, the nature and approximate location of the Off-Site Easements Buyer seeks, and the parties from whom same should be obtained. Upon receipt of any such request, Seller shall, at its sole cost and expense, seek and endeavor (in good faith and using all commercially reasonable efforts) to obtain all applicable Off-Site Easements so requested prior to the Closing Date. In connection therewith, Buyer shall cooperate with and provide reasonable support to Seller in its efforts to obtain such Off-Site Easements, including by preparing any Plans needed therefor.

(c) All Off-Site Easements properly requested by Buyer as set forth above shall be deemed to have been “**Granted**” at such time that, excepting only for recording with the clerk of the applicable recording office (unless Buyer has approved recordation prior to Closing in writing or prior recording is necessary for the receipt of any Entitlements), Seller completes all actions sufficient to cause all such Off-Site Easements to be finally and conclusively granted and/or conveyed to Buyer or in favor of the Property, with the final written iterations of such requested Off-Site Easements being in form and substance acceptable to Buyer, in its sole discretion and in all respects (but otherwise in such form which is sufficient for recording), and being duly executed by the applicable adjacent landowners.

12.3 Land Swap.

(a) Subject to the provisions of sub-paragraph (c) below, Seller shall have the primary responsibility to undertake, close and complete a so-called ‘land swap’ transaction with the Church (the “**Land Swap**”) prior to Closing and its sole cost and expense (excepting solely with respect to any relevant Plans prepared by Buyer as it may determine to be necessary or desirable therefor, or at Seller’s reasonable request), as needed to facilitate receipt of the Entitlements, and the development of the Intended Use and Seller’s future development of the Retained Parcel. As part of the Land Swap, one of the Parties shall purchase and/or acquire (or the City may purchase and/or acquire, and thereupon convey to one of the Parties) fee simple title to some or all of the land encompassing the Church Parcel (the shape, configuration and extent of such land, and the identity of the Party to complete such transaction, being finally and conclusively determined, however, by the Parties’ mutual approval given in writing, each being required to act reasonably and in good faith in connection therewith), which will thereupon become part of the Parent Tract, and which may (but shall not necessarily) subsequently encompass all or part of the land from which the Retained Parcel will be created by virtue of the Subdivision.

(b) As an inducement to the Church for completing the Land Swap, Buyer agrees that, as part of developing the Intended Use, it will either: (i) cooperate with the City and Seller, using good faith and commercially reasonable efforts, in finding and facilitating the acquisition by the Church of a replacement property for the Church Parcel, should the Land Swap result in the entirety of the Church Parcel being added to the Parent Tract; or (ii) construct upon Closing (i.e., by performance of the necessary grading, paving and other site work) one (1) or more driveways from off Bowen Road over the Church Parcel (and/or over the Church Parcel’s land to be added to the Parent Tract upon completing the Land Swap) in locations generally consistent with the driveways approximately depicted on the Site Plan (collectively, the “**Church Drive**”), should the Land Swap result in some (but not all) of the land encompassing the Church Parcel being added to the Parent Tract. In connection with option (ii) of the preceding sentence, the Parties intend that each shall cause the grant of one (1) or more reciprocal access easements over the Church Drive, and benefitting and/or burdening the Property, the Retained Parcel, and the Church Parcel.

(c) Notwithstanding anything herein to the contrary, the City and the Parties agree for the sake of clarity that the provisions set forth above in this Section with respect to completion of the Land Swap, and any site work to be completed and/or easements to be granted following Closing, shall be subject to ongoing review, comment and discussion among the Parties, the City and the Church occurring between the Effective Date and Closing, and further that the final terms and conditions therefor may or will be memorialized in writing within one or more of the Development Documents (or other separate agreements). Accordingly, to the extent of any conflict, the terms contained in such Development Documents (or other agreements) later negotiated, approved and executed by the Parties, the City and the Church shall govern and control over the above provisions of this paragraph. The Parties and the City additionally agree that, to the extent applicable, the operative provisions contained in such Development Documents or other separate agreements shall reasonably account for and/or accommodate the possibility of the City’s exercise of its power of eminent domain in causing some or all of the Church Parcel to be added to the Parent Tract.

12.4 Subdivision. Upon the closing and completion of the Land Swap, Seller shall, at its sole cost and expense, be responsible for taking all actions prior to the Closing Date needed to cause the Subdivision to be completed; subject, however, to the reasonable cooperation of the City

and Buyer in connection therewith (including the prompt execution by Buyer of any applications or submittals required in connection therewith), and Buyer's preparation of the Subdivision Plat or any other related Plans, which shall be subject to Seller's review and approval (which shall in no event be unreasonably withheld, conditioned, or delayed). At such time as the Parties have each reasonably approved the form and substance of the Subdivision Plat in all material respects (accounting, however, for any modifications made necessary by the outcome of the Land Swap), then, subject to adjustments thereto related to identifying and/or describing the boundaries and area of the Property and the Retained Parcel, which shall require Buyer's approval (to be granted or withheld in its sole discretion), the description of the Property shown on **Exhibit A-2** attached hereto shall automatically be updated and replaced with the legal descriptions and/or platted illustrations of the Property produced from such Subdivision Plat, shown thereon as a newly subdivided parcel, and such description of the Land as so produced from the Subdivision Plat shall be used as the basis for which to prepare the legal description to be attached to the Deed.

12.5 Intentionally Omitted.

13. **Conditions of Buyer's Obligations.** Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction, in all material respects, of the following conditions precedent (individually or collectively, as the context requires, "**Conditions Precedent**"), any one or more of which may be waived in writing by Buyer, in whole or in part and in its sole and absolute discretion, on or prior to the Closing Date:

(a) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date, in all material respects;

(b) Final Entitlement Approval has occurred;

(c) all Off-Site Easements properly requested by Buyer hereunder, if any, have been Granted;

(d) (i) the Parties have closed and completed the Land Swap; and (ii) all other conditions, actions and performances reasonably necessary for the Subdivision Plat to be mutually approved by the Parties and finalized for recordation, and reasonably sufficient for the Subdivision to otherwise be completed, have been satisfied, taken or performed in all material respects, excepting only for actual recordation of the finalized Subdivision Plat;

(e) all relevant Development Documents have been identified, prepared, negotiated, approved and executed, each in accordance with the provisions of this Agreement expressly applicable thereto;

(f) Seller has provided evidence to Buyer and the Title Company of (y) its receipt of all requisite approvals needed by it and the City to execute and enter into this Agreement, and proceed with the transaction contemplated hereby, including any signed resolutions or meeting minutes confirming the favorable vote of Seller's board of directors, the City's mayor and city council, and any other related governmental body; and (z) the City and Seller's satisfaction of the conditions contained in Section 23 below; and

(g) The Title Company has irrevocably committed to issue the Title Policy in the form and substance required hereby, and also including Buyer's required endorsements (including zoning and comprehensive, if available), without condition or stipulation other than for the occurrence of Closing and payment of all due premiums.

If any of the Conditions Precedent have not been satisfied or waived as aforesaid on or as of the Closing Date, Buyer shall have the right, at Buyer's option, either: (i) to terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event all rights and obligations of the Parties hereunder shall expire, and this Agreement shall become null and void, and the Earnest Money (less the Independent Consideration, which shall be paid to Seller) shall be refunded to Buyer immediately upon request; or (ii) to the extent such failure of condition constitutes a Seller Default (defined below), to exercise such rights and remedies as may be provided for in Section 15 of this Agreement. Notwithstanding the foregoing, if Buyer terminates this Agreement pursuant to the foregoing option (i) of the preceding sentence, Seller shall have ten (10) days from receipt of such notice to cure any deficiency related to the Conditions Precedent, which shall cause the Closing Date to be adjourned during such period; however, if Seller cannot cure the deficiency, Buyer's notice to terminate this Agreement shall be immediately effective at the end of such 10-day period.

14. **Possession at Closing.** Seller shall surrender possession of the Property less the Retained Parcel to Buyer on the Closing Date, free and clear of any Leases, Property Contracts, licenses, privileges, purchase options, rights of first refusal, or other similar third-party rights to occupy, possess, use, purchase, acquire, or encumber the Property, excepting only for the Permitted Exceptions and such rights and easements to be granted or created by the Development Documents.

15. **Remedies.**

(a) If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, the Earnest Money shall be delivered to Seller as full liquidated damages for such default. Seller and Buyer acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, that such liquidated damages represent the Seller's and Buyer's best estimate of such damages, and that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. Seller and Buyer expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Buyer's default and as compensation for Seller's taking the Property off the market during the term of this Agreement. Such delivery of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the Earnest Money, which is herein provided Seller as full liquidated damages.

(b) If (i) any representation or warranty of Seller set forth in this Agreement shall prove to be untrue or incorrect in any respect, or (ii) Seller shall fail to keep, observe, perform, satisfy or comply with, fully and completely, any of the terms, covenants, conditions, agreements,

requirements, restrictions or provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller, or (iii) the purchase and sale of the Property is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default or breach by Seller, or the failure of a performance required by Seller, under this Agreement (any of the matters described in the foregoing clauses (i), (ii) and (iii) being referred to herein as a “**Seller Default**”), then, immediately upon the occurrence of such Seller Default, Buyer shall be entitled to pursue a claim for specific performance; provided, however, should the remedy of specific performance be unavailable to Buyer for any reason (including as a result of the nature or timing of the applicable Seller Default), then the Earnest Money shall be refunded to Buyer immediately upon request, and Buyer may exercise such rights and remedies as may be provided for in this Agreement or as may be provided for or allowed by law or equity, including, without limitation, the right to seek, prove and recover from Seller all damages suffered as a result of such Seller Default, plus all of Buyer’s actual costs and expenses. Reference herein to “**Buyer’s actual costs and expenses**” shall mean all the documented, out-of-pocket costs and expenses paid or incurred by Buyer in connection its execution and entry into this Agreement, and its proposed acquisition and development of the Property, including, without limitation, reasonable attorney’s fees and disbursements in connection with the negotiation and execution of this Agreement, the examination of title to the Property, and any other legal matters undertaken by Buyer pertaining to the Property and marketing expenses incurred by the Buyer.

16. **Indemnification.** Seller shall, and does hereby, to the extent allowed by Georgia law, indemnify, defend and hold Buyer harmless from, against and in respect of any breach by Seller first discovered by Buyer following Closing or any earlier termination of this Agreement effected by Buyer of any representation or warranty under this Agreement as a result of a voluntary act or omission of Seller and any and all liabilities, damages, losses, costs, expenses (including counsel fees and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, actions, causes of action, suits, claims, demands, judgments, liens, proceedings and investigations (or any appeal thereof), and amounts paid in compromise or settlement, suffered, incurred or sustained by Buyer on account of, by reason of, as a result of or in connection with the breach by Seller of any representation or warranty under this Agreement. However, the indemnity obligation of Seller set forth in the preceding sentence shall (i) not apply to any breach or inaccuracy, in any material respect, of any such representation or warranty which is actually discovered by Seller to Buyer prior to the Closing; and (ii) expire, and be of no further force or effect, on and after the date two (2) years following the Closing Date.

17. **Risk of Loss and Insurance.** Between the Effective Date and Closing, the risks and obligations of ownership and loss of the Property and the correlative rights against insurance carriers and third parties shall belong to Seller. In the event of the damage or destruction of any portion of the Property prior to Closing, Buyer shall have the right, at Buyer’s option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money (less the Independent Consideration, which shall be paid to Seller) shall be refunded to Buyer immediately upon request, all rights and obligations of the Parties hereunder shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of such damage or destruction and by the amount of any deductible applicable to the policy of insurance, and, at Closing, Seller shall assign to Buyer all

insurance proceeds to be paid or to become payable after Closing by reason of such damage or destruction.

18. **Condemnation.** In the event of the taking of all or any part of the Property, or any interest therein, by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money (less the Independent Consideration, which shall be paid to Seller) shall be refunded to Buyer immediately upon request, all rights and obligations of the Parties hereunder shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds to be paid or to become payable after Closing by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

19. **Broker and Commission.** All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker. Seller and Buyer warrant and represent to each other that Seller and Buyer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors which would give rise to any claim of lien or lien against the Property, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Seller and Buyer shall and do each hereby indemnify, defend and hold harmless each of the others from and against any and all liabilities, damages, losses, costs and expenses (including attorneys' fees and expenses) in any manner arising out of, by reason of or in connection with the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The provisions of this Section 19 shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed to Buyer and the payment of the Purchase Price.

20. **Further Assurances; Survival.** At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Buyer, Buyer's counsel or Buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement. All the provisions of this Agreement (including, without limitation, the representations, covenants and warranties of Seller as set forth in this Agreement), shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed to Buyer and the payment of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, the provisions of Section 16 and Section 19 of this Agreement shall survive any termination of this Agreement.

21. **General Provisions.**

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

(a) **Notices.** Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be either (i) delivered by hand or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below such party's executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or (ii) be transmitted by electronic mail to the electronic mail addresses set forth below such party's executions hereof. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by commercial courier shall be deemed given on the date of deposit with the commercial courier; and those given by electronic mail shall be deemed given on the date of electronic mail transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or electronic mail address of which no notice was given or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of electronic mail transmittal, on the first calendar day after deposit with commercial courier, as the case may be. Counsel for the parties may accept and send notices on behalf of the respective parties.

(b) **Assignment; Parties.** Except as expressly permitted by the below provisions of this Section, this Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole, but reasonable discretion); and, unless so permitted as provided hereinbelow, any assignment without such other Party's consent shall be void ab initio. Notwithstanding the foregoing, Buyer shall have the right, without Seller's prior written consent being required so long as Seller is given written notice thereof, to assign this Agreement at or prior to Closing to an entity that directly or indirectly controls, is controlled by, or is under common control with Buyer, or the beneficial owners, members or shareholders of Buyer; whereby, the foregoing reference to "**control**" (and its derivatives) means the power to direct the management of such entity (whether its day-to-day or major decisions) through voting rights, ownership or contractual obligations. Subject to the foregoing limitations and exceptions, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties and their respective legal representatives, successors and assigns.

(c) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(d) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement and attached hereto and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(e) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs,

with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(f) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(g) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(h) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(i) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(j) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(k) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer; provided, however, that, if and only if any such modification or amendment alters the amount of Broker's commission (if the commission is stated as a fixed amount), the method of calculation of Broker's commission (if the commission is stated as a percentage of the Purchase Price), or the method of payment of Broker's commission, such instrument shall be executed by or on behalf of Broker.

(l) **Counterparts.** This Agreement may be executed and delivered in any number of counterparts (whether original or portable document format, i.e., pdf), each of which shall be deemed an original and all of which shall constitute one and the same instrument.

(m) **Attorney's Fees.** In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

(n) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have prepared or imposed such provision.

(o) **Solicitation of Offers.** From and after the Effective Date, Seller shall not directly or indirectly (i) solicit offers from third parties regarding the sale of the Property, (ii) provide any information to such third parties, or (iii) consummate a sale of the Property to third parties.

(p) **Waiver of Trial by Jury.** To the extent permitted by law, the parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement. The provisions of this section shall survive the delivery of the Deed.

(q) **Simultaneous Closing; Seller's Proceeds.** Seller acknowledges that Buyer is an experienced commercial developer that often engages in the customary and commercially reasonable practice of conducting one or more closings with commercial tenants, retail operators, and other end-users ("**End-User(s)**") simultaneous with the closing of real estate acquisitions with landowners. Accordingly, Seller agrees that Buyer shall have the right to coordinate and conduct the Closing so to as to occur concurrently with Buyer's closing on a transaction for the sale of the Property (or a portion thereof) to an End-User (a "**Sale Transaction**"), which shall include the right of Buyer to use Buyer's sale proceeds from such Sale Transaction to fund some or all of Buyer's payment of the Purchase Price to Seller on the Closing Date as required hereunder, and Seller shall cooperate with and provide reasonable support to Buyer in connection therewith. However, Buyer's right to coordinate the simultaneous closing of a Sell Transaction and the Closing shall be otherwise subject to all of the terms and provisions of this Agreement, and Buyer's performance of all its obligations hereunder; and further provided, such obligation of Seller to so cooperate and provide reasonable support shall be at no material cost to Seller.

22. **Development Documents.** Without limitation of any other obligations expressly contained herein, the Parties and the City covenant and agree that they shall further negotiate, mutually approve, finalize, execute and enter as permitted by law into effective at Closing one or more documents to be made among the Parties, the City and the Church (to the extent pertaining to or expanding upon the provisions hereinabove relating to the Land Swap and any easements to be granted in connection therewith), which shall set forth certain additional rights, obligations, undertakings and understandings as between the Property, the Retained Parcel and the Church

Parcel described in the below provisions of this Section (“**Development Documents**”). Buyer shall use reasonable efforts to determine the scope of all necessary Development Documents and provide initial drafts therefor prior to the expiration of the Inspection Period, whereupon, the final form and substance thereof shall be negotiated and reasonably agreed upon by the Parties and the City prior to Closing. However, the Parties and the City further agree that the specific scope, nature and extent of the rights and obligations contemplated by the below provisions, and the particular form of the Development Documents themselves, shall be subject to ongoing review among the Parties and the City between the Effective Date and Closing. Accordingly, the final terms contained in or the final forms taken by such later approved and executed Development Documents shall govern and control to the extent of any conflict with the provisions of this Section, and it shall not be necessary that any one or more of proposed agreements described below in this Section contain the terms set forth within such descriptions, as long as the general substance thereof is contained in another of the Development Documents. For the avoidance of any doubt, however, nothing in this Section shall be deemed or construed to create optional or non-binding provisions, the Parties and the City each agreeing that they are and intend to be bound and subject to the obligations established hereby. Further, the City and Seller acknowledge and agree that the provisions of this Section (the “**Buyer Development Provisions**”) are of critical importance to Buyer. Therefore, should the City or Seller enter into a sale contract or lease involving the Retained Parcel, the City and Seller will ensure that the counterparty to such transaction is aware of their obligations under the Buyer Development Provisions (which shall be binding on the City and Seller and applicable to the Retained Parcel notwithstanding any sale or lease transaction the City and/or Seller may pursue regarding the same), and no such potential transaction will deprive Buyer of the benefit of the Buyer Development Provisions. Subject to the foregoing, the Development Documents shall be in form and substance reasonably consistent with the following:

(a) Site Work Agreements. One or more post-closing construction escrow, joint development agreements, and/or development services agreements, pursuant to which Buyer will complete (or manage and administer the completion, through an approved general contractor) grading, paving, and other similar site work for the Retained Parcel (and, to the extent applicable, the Church Drive); and providing that Seller will pay its share of the costs thereof, pro rata based on acreage of the Retained Parcel relative to the combined acreage of the Property and the Retained Parcel, either through posting upfront cash, letters of credit, or other liquid security which can be drawn down periodically based on progress of completion, or by Buyer’s periodic submission of payment applications to Seller; and which shall further contain a written budget representing the reasonable estimate of the total amount of the costs and expenses required to complete such site work, inclusive of hard construction costs, fees for permitting and approvals, design, architecture and engineering fees, and other so-called ‘soft costs,’ contingency, and a development management fee payable to Buyer or its designee.

(b) Governing Documents. One or more reciprocal easement or operations and management agreements, and/or declarations of covenants and conditions, which shall create and establish reciprocal rights and easements running with the affected land thereunder in and to the shared improvements, common areas, and infrastructure benefitting and/or burdening the Property, the Retained Parcel and/or the Church Parcel (including the access easements described hereinabove with respect to the Church Drive); and shall further provide for cost sharing obligations for and related to the use, maintenance, repair and operation of any of the foregoing, as well as other restrictions as to use and intensity of improvements, parking, access, utilities, and approval rights for any or all of the foregoing. Without limiting the generality of the foregoing,

such documents shall also contain covenants and agreements providing that the land affected thereunder shall be prohibited from being used as or for any purpose, use, activity or operation which is materially consistent with the uses listed in the schedule of prohibited uses set forth in **Exhibit J** attached hereto, together with all such other similar uses designated by Buyer in writing prior to the Closing Date (“**Prohibited Uses**”).

(c) Plans and Specs. To the extent not captured by the Plans approved in connection with the occurrence of Final Entitlement Approval, all plans, specifications, drawings, plats, plans, studies, inspections, reports, documents, items, design materials and similar information required for, or in connection with, the completion of the site work, any shared improvements, or such other construction associated with the easements, covenants and obligations to be created by the above-described governing documents, including as related to land planning, architecture, engineering, construction, environmental, wetlands, storm water drainage, sanitary sewer, grading, final platting, and other parts or components relevant to constructing the same, all of which shall be prepared by an architectural, civil engineering, and/or land-planning firm acceptable to Buyer.

(d) Miscellaneous. All other documents relating to the development and construction of the overall project involving the Property and the Retained Parcel which is contemplated by the scheme of the development shown on the Site Plan, and for which the mutual input, review, and approval of the Parties, the City and/or the Church is reasonably required to allow development of the aforesaid project to proceed in accordance with terms of this Agreement, including such other documents, records, materials, exhibits, schedules and addenda contemplated by, to be attached to, or prepared and delivered in connection with the documents described in paragraphs (a) through (c) above.

(e) Survival. The terms and provisions of this Section shall survive until the later of Closing and the execution and recordation (as applicable) of all relevant Development Documents.

23. **Joinder of the City; Other Conditions Related to the City.**

(a) By executing this Agreement in the manner provided in sub-paragraph (b) below (whether before or after the time required by said sub-paragraph), the City hereby consents to the execution of this Agreement by Seller, and also affirms, acknowledges and agrees for its account that: (i) the introductory recitals and the representations and warranties contained in Section 11.1 above, as each may expressly pertain to it or Parent Tract, are each true, correct, and accurate in all material respects; and (ii) it shall to the extent allowed by law materially comply with the following provisions of this Agreement expressly pertaining to it: Section 5(b), Section 11.3, Section 12.1, Section 12.2, Section 12.4, Section 22, and this Section 23. For the avoidance of doubt, however, this Agreement shall be effective as between the Parties on the Effective Date, without regard to the City’s execution this Agreement.

(b) In connection with City’s acknowledgements and agreements contemplated by the preceding paragraph, Seller shall cause each of the following conditions to be satisfied and/or completed by the date specified below, at Seller’s sole cost, and the City shall perform (or cause the performance of) any acts or undertakings which are necessary or incidental thereto:

(i) on or before the date ten (10) business days from the Effective Date, or the date of the next scheduled meeting of the City's mayor and city council, whichever is earlier, the City shall have brought a vote to authorize its execution of this Agreement by signature and attestation in the designated places on the page containing Seller's signature found hereinbelow; and

(ii) on or before the date sixty (60) days from the Effective Date, or the last day of the first month in 2026, whichever is earlier, the City shall have voted to authorize the conveyance of the Parent Tract to Seller via (y) deed, which may be a quitclaim deed, but which is duly executed, attested, acknowledged, witnessed, notarized and thereafter promptly recorded in the land records of Fulton County, Georgia; and (z) the City's execution of such other reasonable documents as shall be necessary and sufficient to fully and completely vest in Seller all of the right, title, and interest in and to the Parent Tract now held by the City, and to allow Seller to subsequently convey to Buyer at Closing good and marketable fee simple title to the Property, each in material compliance with this Agreement's terms and conditions. For the sake of clarity, reference to "reasonable documents" in the preceding sentence shall include each or any of the following, to the extent applicable to the City or its conveyance of the Parent Tract to Seller: an assignment of Lease(s) and/or Property Contract(s); an assignment of all Permits, Approvals, and Intangibles; a customary owner's affidavit; an affidavit of non-foreign status; a completed form 1099-S; an affidavit consistent with Section 9(a)(viii) above; and all signed resolutions or meeting minutes confirming the favorable vote of the City's mayor and city council to proceed with the conveyance of the Parent Tract to Seller as contemplated hereby.

In connection with the condition described in sub-paragraph (ii) above, Seller further agrees to provide for Buyer's review and approval the applicable draft conveyance documents in advance of such conveyance. However, Buyer's approval of such draft documents shall not be unreasonably withheld, conditioned or delayed so long as such documents are in form and substance reasonably sufficient to satisfy the condition described in the above sub-paragraph (ii) in all material respects. Further, Seller shall provide the following to Buyer promptly (but not later than three (3) business days) after satisfaction and completion of each of the foregoing conditions described above (as applicable): (A) a copy of this Agreement executed by the City; and (B) copies of the deed and other reasonable documents, fully executed and recorded (to the extent recordable) by the City.

(c) Should Seller fail to cause the satisfaction and/or completion of any of the conditions described above by the required time, then, for so long as such failure remains uncured, Buyer may, at its option, adjourn on a day-for-day basis all dates and deadlines specified herein for Buyer's performance of any obligation or Buyer's exercise of any right (including the Closing Date) for the number of days beyond such required time in which such failure by Seller remains uncured, not to exceed ninety (90) days in aggregate.

[Remainder of page left intentionally blank]

[Signatures begin on following page]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.

SELLER:

ROSWELL DEVELOPMENT

AUTHORITY, a development authority and public body corporate and politic of the State of Georgia created by O.C.G.A § 36-62-1 *et seq.*

By: _____

Name: Joseph Cusack

Title: Chairman

Initial address for notices:

City of Roswell

38 Hill Street

Roswell, GA 30075

Attention: Joseph Cusack, Esq.

Email: jcusack@roswellgov.com

CONSENTED AND AGREED TO THIS ____ DAY OF _____, 2025 BY:

CITY OF ROSWELL,

a municipal corporation of the State of Georgia

By: _____

Name: Kurt Wilson

Title: Mayor

Attest: _____

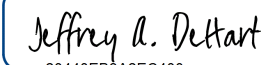
Name: Nancy Long

Title: City Clerk

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

BUYER:

ROSWELL BOWEN ROAD, LLC,
a Delaware limited liability company

Signed by:
By: 
Name: Jeffrey A. DeHart
Title: Manager

Initial address for notices:

Roswell Bowen Road, LLC
C/o SJC Ventures
1115 Howell Mill Road, Suite 777
Atlanta, Georgia 30318
Attention: Jeffrey A. DeHart
Email: jdehart@sjcventures.com

With a copy to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attention: Bradley J. Denson
Email: brad.denson@nelsonmullins.com

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Escrow Agent executes this Agreement to acknowledge and agree to hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

ESCROW AGENT:

**CHICAGO TITLE INSURANCE
COMPANY**



By: _____

Name: Leslie M. Flowers

Title:

Initial address for notices:

C/o Fidelity National Title Group
National Commercial Services – Atlanta
3301 Windy Ridge Parkway, Suite 300
Atlanta, Georgia 30339
Attention: Leslie M. Flowers
Email: leslie.flowers@fntg.com

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Schedule of Exhibits

Exhibit A-1	Legal Description of Parent Tract
Exhibit A-2	Approximate Depiction of the Land
Exhibit B	Escrow Provisions
Exhibit C	Seller Diligence
Exhibit D	Form of Deed
Exhibit E	Form of Quitclaim Deed
Exhibit F	Form of General Assignment
Exhibit G	Form of Affidavit Regarding Commercial Real Estate Brokers
Exhibit H	Form of Broker Lien Waiver
Exhibit I	Site Plan
Exhibit J	Prohibited Uses

Exhibit A-1

Legal Description of Parent Tract

EXHIBIT "A"

Deed Book 67566 Pg 414

All that tract or parcel of land lying and being in Land Lot 182 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the iron pin located at the point of intersection of the southeast right of way line of Bowen Road (said road having a 60-foot wide right of way) with the southwest right of way line of Woodstock Road (said road having a 50-foot wide right of way); thence running south 73°19'30" east along the southwest right of way line of Woodstock Road 70.05 feet to a point; thence running south 80°46'10" east along the southwest right of way line of Woodstock Road 200.0 feet to a point; thence running north 87°01'25" east along the south right of way line of Woodstock Road 200.0 feet to a point; thence running north 76°07'00" east along the southeast right of way line of Woodstock Road 200.0 feet to an iron pin; thence running south 01°44'51" west and along the west line of a road 660.95 feet to an iron pin; thence running north 88°12'05" west 668.8 feet to an iron pin located on the west line of Land Lot 182; thence running north 01°43'51" east along the west line of Land Lot 182 a distance of 616.84 feet to an iron pin located on the southeast right of way of Bowen Road; thence running north 36°27'20" east along the southeast right of way line of Bowen Road 20.50 feet to the iron pin located on the southwest right of way line of Woodstock Road at the Point of Beginning; being improved property, known as No. 1340 Woodstock Road, all as shown on plat of survey for Christ Church, prepared by Eaton Pendley, dated June 2, 1989, containing 9.41 acres.

LESS AND EXCEPT Right of Way Deed from Christ Church Roswell Inc., to Department of Transportation, dated October 28, 1991, filed November 4, 1991, recorded in Deed Book 14707, page 321, aforesaid records.

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit A-2**Approximate Depiction of the Land**

[Buyer to Produce Depiction and Provide for Seller's Review During the Inspection Period]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit B

Escrow Provisions

1. **Investment of Earnest Money.** Escrow Agent shall deposit the Earnest Money held by Escrow Agent pursuant to Buyer's directions in an interest-bearing account at a commercial bank whose deposits are insured by the Federal Deposit Insurance Corporation. Escrow Agent shall notify Seller, no later than one (1) business day after Escrow Agent's receipt thereof, that Escrow Agent has received any portion of the Earnest Money in immediately available funds and is holding the same in accordance with the terms of this Agreement. However, Escrow Agent shall deposit the Earnest Money only in such account as will allow Escrow Agent to disburse the Earnest Money or any portion thereof upon no more than one (1) business days' notice.

2. **Payment on Demand.** Upon receipt of any written certification from Seller or Buyer claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other such party (i.e., Buyer or Seller, whichever did not claim the Earnest Money pursuant to such notice) and, unless such other party within ten (10) days thereafter notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money in which case Escrow Agent shall retain the Earnest Money subject to Section 4 below, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

3. **Exculpation of Escrow Agent.** It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith and in accordance with the terms and conditions of this Agreement. Except in the event of Escrow Agent's willful misconduct or gross negligence, Seller and Buyer do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder and do each hereby indemnify Escrow Agent against, and agree to hold, save, and defend Escrow Agent harmless from, any costs, liabilities, and expenses incurred by Escrow Agent in serving as Escrow Agent hereunder and in faithfully discharging its duties and obligations hereunder. Seller and Buyer are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply to a maximum amount of \$250,000.00 per depositor (as may be modified by the FDIC from time to time). Further, Seller and Buyer do not and will not hold Escrow Agent liable for any loss occurring which arises from bank failure or error, insolvency or suspension, or a situation or event which falls under the FDIC coverages.

4. **Stakeholder.** Escrow Agent is acting as a stakeholder only with respect to the Earnest Money. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Buyer, directing the disposition of the Earnest Money, or, in the absence of such written authorization, until final determination of the rights of the parties in an appropriate judicial proceeding. If such written authorization is not given, or a proceeding for such determination is not begun, within thirty (30) days of notice to Escrow Agent of such dispute, Escrow Agent may bring an appropriate action or proceeding for leave to deposit

the Earnest Money in a court of competent jurisdiction located in the Atlanta, Georgia metropolitan area pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

5. **Interest.** All interest and other income earned on the Earnest Money deposited with Escrow Agent hereunder shall be reported for income tax purposes as earnings of Buyer. Buyer's taxpayer identification number shall be delivered to Escrow Agent and/or Seller upon request prior to Closing.

6. **Sole Order Escrow.** Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, the other provisions of this **Exhibit "B,"** until 11:59 P.M. (Atlanta, Georgia local time) on the date the Inspection Period expires, the escrow established hereunder shall be a "sole order" escrow for the benefit of Buyer (meaning that Escrow Agent shall act solely in accordance with the instructions of Buyer until 11:59 P.M. (Atlanta, Georgia local time) on the date the Inspection Period expires). Without limiting the generality of the foregoing, in the event that on or before the date of the expiration of the Inspection Period, Buyer delivers notice to Escrow Agent stating that Buyer has elected to terminate this Agreement pursuant to the provisions of Section 5(c) of this Agreement, then Escrow Agent shall refund to Buyer the Earnest Money without any requirement that Escrow Agent first notify or obtain any approval or consent of Seller. In furtherance of the foregoing, in the event Buyer so instructs Escrow Agent on or prior to the date the Inspection Period expires, Escrow Agent agrees that it shall not be permitted to, and shall not, follow any conflicting instructions given by Seller or any third party as to the disposition of the Earnest Money but shall instead follow only the instructions of Buyer in connection therewith. Seller agrees in such instance not to deliver any conflicting instructions to Escrow Agent for any reason and hereby instructs Escrow Agent to act in respect of the Earnest Money solely in accordance with Buyer's instructions.

7. **Execution by Escrow Agent.** Escrow Agent has executed these instructions solely for the purpose of acknowledging and agreeing to the provisions herein. Escrow Agent's consent to any modification or amendment of this Agreement other than these instructions shall not be required.

Exhibit C**Seller Diligence**

- (a) Copy of the most recent real estate tax bills for the Property;
- (b) Results of any soil boring tests with respect to the Property;
- (c) All existing surveys, plats, and topographical renderings of the Property;
- (d) All property condition reports, environmental studies of the Property and any environmental permits or approvals with respect to the Property;
- (e) Copies of any correspondence with federal, state, municipal and other governmental authorities with respect to the Property, any condition or circumstance now or later existing thereon, or any Entitlements or Permits, Approvals, and Intangibles, having been issued or applied therefor;
- (f) Any site development and zoning documentation related to the Property, including any restrictive covenant, declaration, or easement agreement (whether finalized or in draft form), along with any additional construction and signage requirements related to the Property;
- (g) Copy of Seller's vesting deed and any existing title insurance commitment, title report or title policy for the Property;
- (h) Copies of any leases, service contracts and architectural/engineering agreements and documentation with respect to the Property; and
- (i) Redacted copies of any recent purchase and sale contracts negotiated or executed by Seller (whether in the capacity of contract seller or contract purchaser) with respect to the Property or any portion thereof ("redacted" meaning that Seller shall be permitted to redact from such copies the purchase price or the terms of any other financial consideration).

Exhibit D**Form of Deed**

Space Above This Line for Recorder's Use

After Recording Please Return To:

Nelson Mullins Riley & Scarborough LLP
 201 17th Street NW Suite 1700
 Atlanta, GA 30363
 Attn: Bradley J. Denson

[Portion of] [_____] Co. Tax Parcel ID Nos.: [__]

STATE OF GEORGIA

COUNTY OF [_____]

LIMITED WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 202__, by [_____, a _____] ("Grantor"), in favor of [_____, a _____] ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee, all that tract or parcel of land lying and being in [_____] County, Georgia,

being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “Property”).

SUBJECT TO the matters set forth on **Exhibit B** attached hereto and incorporated herein by reference, to the extent and only to the extent, such matters are valid, existing, unexpired and in effect against the Property as of the date hereof and constitute constructive notice thereon (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in fee simple, subject only to the Permitted Exceptions; and

GRANTOR WILL WARRANT and forever defend the right and title to Property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

AND, WITHOUT LIMITING THE FOREGOING, Grantor hereby quit claims unto Grantee, and the successors, legal representatives and assigns of Grantee, all right, title and interest of Grantor, if any, in and to (i) all gaps and gores within or adjacent to the Property, if any, and (ii) all streets and rights of way within or adjacent to the Property, if any.

[SIGNATURE ON FOLLOWING PAGE]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

[SIGNATURE PAGE TO LIMITED WARRANTY DEED]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representatives to execute, seal and deliver this indenture, as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

[_____,
a [_____]

Unofficial Witness

By: _____(SEAL)

Name:

Title:

Notary Public

My commission expires:

[NOTARIAL SEAL]

EXHIBITS *[to be inserted in execution copy]*:

Exhibit A – Legal Description of Property

Exhibit B – Permitted Exceptions

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit E**Form of Quitclaim Deed**

Space Above This Line for Recorder's Use

After recording, return to:

Nelson Mullins Riley & Scarborough LLP
 201 17th Street NW Suite 1700
 Atlanta, GA 30363
 Attn: Bradley J. Denson

[Portion of] [_____] Co. Tax Parcel ID Nos.: [__]

STATE OF GEORGIA

COUNTY OF [_____]

QUITCLAIM DEED

THIS INDENTURE is made this ____ day of _____, 202__, by
 [_____, a _____] ("Grantor"), in favor of
 [_____, a _____] ("Grantee") (herein, the words
 "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context
 requires or permits).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), in hand
 paid by Grantee at and before the execution, sealing and delivery of these presents, and other good
 and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has
 bargained, sold, and does by these presents bargain, sell, remise, release and forever quitclaim unto
 Grantee all the right, title, interest, claim or demand which Grantor has or may have had, if any, in
 and to that certain tract or parcel of land being more particularly described on **Exhibit A** attached

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

hereto and incorporated herein by reference (the “Property”), with all and singular the rights, members, and appurtenances to the said Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the Property unto Grantee, Grantee's successors and assigns, forever, so that neither Grantor, nor any other person claiming under it shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

THIS INDENTURE being given by Grantor in conjunction with a Limited Warranty Deed by Grantor to Grantee of even date hereof, in aid of title under the aforesaid Limited Warranty Deed to avoid any gaps, gores, or overlaps of the conveyance herein and therein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

[SIGNATURE PAGE TO QUITCLAIM DEED]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representatives to sign and seal this indenture as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

[_____,
a [_____]

Unofficial Witness

By: _____(SEAL)
Name:
Title:

Notary Public

My commission expires:

[NOTARIAL SEAL]

EXHIBITS *[to be inserted in execution copy]:*

Exhibit A – As-Surveyed Legal Description of Property

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit F

Form of General Assignment

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment"), is made as of _____, 202__ (the "Effective Date"), by and between [_____, a _____], having an address at [____], as assignor ("Assignor"), and [_____, a _____], having an address [____], as assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain [Purchase and Sale Agreement], dated as of _____, 202_[, as amended by _____; as assigned by _____] (as amended and/or assigned as aforesaid, and in effect from time to time, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain property more particularly described in Exhibit A attached hereto (the "Property");

WHEREAS, Assignee and Assignor are consummating the transactions set forth in the Purchase Agreement on the Effective Date, and in connection therewith, such parties have agreed to into this Assignment.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Unless otherwise stated herein, all capitalized terms used in this Assignment shall have the meanings specified in the Purchase Agreement.

2. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title, interest, powers, privileges and options of Assignor in, to, under, and/or with respect to, all of the following, to the extent valid and in effect, and pertaining to the Property (collectively, the "Assigned Items"):

(a) any use, occupancy and operating permits, and all other certificates, licenses, permits, authorizations, consents and approvals, issued by or obtained from any governmental authority in connection with the Property with respect to the design, development, construction and installation of any improvements on the Property, vehicular ingress and egress to and from the Property, and the use, operation and occupancy of any improvements on the Property;

(b) any impact fee credits with, or impact fee payments to, any county or municipality in which the Property is located arising from any construction of improvements, or

dedication or contribution of property, by Assignor, or its predecessor in title or interest, related to the Property;

(c) any development rights, allocations of development density or other similar rights allocated to or attributable to the Property;

(d) any utility capacity allocated to or attributable to the Property;

(e) all surveys, engineering, soils, seismic, geological, environmental, reports, studies and certificates and other technical descriptions prepared by, for, or on behalf of Assignor;

(f) all warranties, guaranties and indemnities received from third parties, and all claims, demands and causes of action against third parties, but only to the extent they are for the benefit of, and applicable to, the Property or the owner thereof, including, without limitation, any warranties, guaranties, indemnities, contractual rights, claims, demands and causes of action pertaining to the development, construction, design or completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure;

(g) all rights under any plats (preliminary or final) of any portion of the Property or any rights-of-way abutting the Property or any portion thereof, including any boundary plats and any right-of-way plats, submitted, approved, or recorded;

(h) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking; and

(i) all other unconveyed or unassigned rights, powers, privileges, options, or other benefits associated with the Entitlements received in connection with the proposed development of the Property as contemplated in the Purchase Agreement, or the Permits, Approvals and Intangibles that pertain or apply to, are attributable or appurtenant to, or which otherwise benefit the Property, and would have accrued to or have been vested in Assignor if not for transaction with Assignee under the Purchase Agreement.

3. Assignee hereby accepts the foregoing assignment and hereby assumes all of the obligations of Assignor under the Assigned Interests accruing from and after the Effective Date.

4. Assignor hereby indemnifies and holds Assignee harmless from and against any and all claims, expenses, costs, obligations or other liabilities with respect to the Assigned Interests which arise out of, were incurred or have accrued because of, or are otherwise attributable to events occurring prior to the Effective Date.

5. Assignee hereby indemnifies and holds Assignor harmless from and against any and all claims, expenses, costs, obligations, or other liabilities with respect to the Assigned Interests which arise out of, were incurred or have accrued because of, or are otherwise attributable to events occurring on or after the Effective Date.

6. This Assignment may not be amended, modified, or terminated except by an instrument in writing executed by the parties hereto.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. This Assignment may be executed and/or delivered electronically; the parties intending to be bound by the signatures of the electronically mailed or signed signatures, and hereby waiving any defenses to the enforcement of the terms of this Assignment based on the form of the signature.

[SIGNATURE PAGES FOLLOW.]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

[SIGNATURE PAGE TO GENERAL ASSIGNMENT]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Assignment, all as of the Effective Date.

ASSIGNOR:

[_____,
a [_____]

By: _____
Name:
Title:

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

[SIGNATURE PAGE TO GENERAL ASSIGNMENT]

ASSIGNEE:

[_____] ,
a [_____]

By: _____
Name:
Title:

[END OF SIGNATURES.]

EXHIBITS *[to be inserted in execution copy]:*

Exhibit A – Legal Description of Property

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit G**Form of Affidavit Regarding Commercial Real Estate Brokers**

STATE OF _____

COUNTY OF _____

**[SELLER'S] [BUYER'S] AFFIDAVIT REGARDING COMMERCIAL REAL ESTATE
BROKERS**

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said that [_____, a _____] (the ["**Seller**"] ["**Buyer**"]) is the contract [seller] [buyer] of the real property (the "**Property**") described on **Exhibit "A"** attached hereto and made a part hereof by reference.

Deponent knows the facts contained herein of his own personal knowledge.

Except for [_____, a _____], representing the [Seller] [Buyer] in this transaction (the "[**Seller**] [**Buyer**] **Broker**"), [Seller] [Buyer] has not entered into any written agreement with any commercial real estate broker for the payment of a real estate commission or fee relating to the purchase, sale, management, leasing or other licensed services pertaining to the purchase and sale of the Property. With respect to any commercial real estate broker's commission payable to the [Seller] [Buyer] Broker which is disclosed on the closing statement, the amount shown thereon is payment in full satisfaction of all amounts owed to said broker or brokers. This Affidavit is given to induce [_____] to permit a policy or policies of title insurance to be issued without exception for any possible lien arising under applicable law. The undersigned agrees to indemnify and hold harmless said title insurance company for all loss or damage arising out of any reliance upon the statements made in this Affidavit.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

[SIGNATURE PAGE TO [SELLER'S] [BUYER'S] AFFIDAVIT
REGARDING COMMERCIAL REAL ESTATE BROKERS]

Made and executed this _____ day of _____, 202_.

[SELLER] [BUYER]:

Signed, sealed and delivered
in the presence of:

[_____,]
a [_____]

Unofficial Witness

By: _____(SEAL)
Name:
Title:

Notary Public

My commission expires:

[NOTARIAL SEAL]

EXHIBITS *[to be inserted in execution copy]:*

Exhibit A – Legal Description of Property

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit H**Form of Broker Lien Waiver**

STATE OF _____

COUNTY OF _____

COMMERCIAL REAL ESTATE BROKER'S LIEN WAIVER

IN CONSIDERATION of the payment \$ _____ (the “**Commission**”) due in connection with the sale of that certain real property parcel lying and being in [_____] County, Georgia, and being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, further acknowledging hereby (a) its receipt in full of the Commission, and (b) that the Commission encompasses all commissions, fees or other consideration due to it in connection with the management, sale, lease, or other conveyance of any interest in the Property, does hereby, for itself, its personal representatives, successors and assigns, waive any and all rights, claims and liens which the undersigned may now or hereafter have in and to the Property, including without limitation, any rights, claims and liens of as commercial real estate broker under the applicable laws of the State of [_____]. This instrument is given for the purpose of inducing (i) [_____, a _____], to purchase the Property from [_____, a _____], and (ii) [_____] (the “**Title Company**”) to issue its title policy or policies without exception for the rights, claims and liens of Broker. The undersigned agrees to indemnify and hold harmless the Title Company for all loss or damage arising out of any reliance upon the statements made in this Commercial Real Estate Broker’s Lien Waiver (this “**Affidavit**”).

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

[SIGNATURE PAGE TO COMMERCIAL REAL ESTATE BROKER'S LIEN WAIVER]

IN WITNESS WHEREOF, the undersigned has caused this Affidavit to be executed under seal by its duly authorized representative this _____ day of _____ 202__.

Signed, sealed and delivered
in the presence of:

[_____,]
a [_____]

Unofficial Witness

By: _____(SEAL)
Name:
Title:

Notary Public

My commission expires:

[NOTARIAL SEAL]

EXHIBITS *[to be inserted in execution copy]*:

Exhibit A – Legal Description of Property

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

Exhibit I**Site Plan**

[See attached]

Attachment: SJC - Roswell - Purchase and Sale Agreement (Approval to Execute PSA for Bowen & 92 Property)

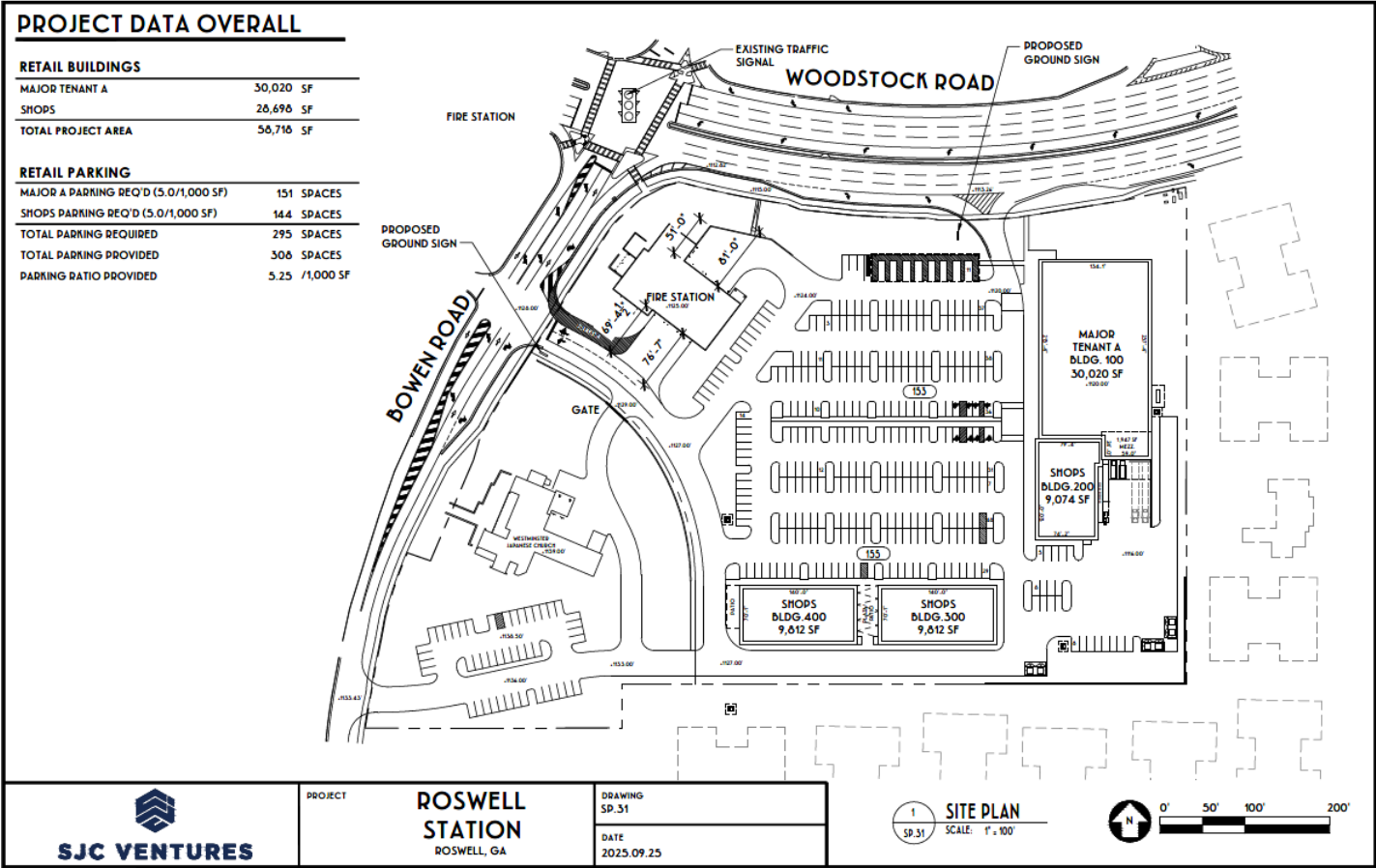


Exhibit J

Prohibited Uses (may be amended by City Council)

It is acknowledged that this Exhibit is made a part of the Agreement as a framework for the provisions to be included in one or more of the Development Documents which will govern the uses prohibited on the Property and the Retained Parcel following Closing. As a result, it shall not be necessary that the applicable Development Document provisions include the precise terms, definitions, and/or formulations used below as long as the aggregate of such provisions are reasonably similar to this Exhibit.

Subject to the foregoing, the following capitalized terms and their definitions are used and defined solely for purposes of this Exhibit:

“Civic Development” means the development project to occur on the Retained Parcel consisting of a fire station or another substantially similar use to be specified within the Development Documents which is operated by a governmental or quasi-governmental entity for the provision of an essential community, city or county service.

“Grocer Tenant” means the Occupant of the proposed grocery store premises to be constructed on the Property as part of the Intended Use.

“Occupant” means any tenant or other occupant of a lot, parcel, or other portion of the Project pursuant to an oral or express lease, license or other agreement made with its Owner.

“Owner” means an owner of fee title to a lot or parcel contained in the Project.

“Project” means the combined development project containing the Property and the Retained Parcel, in each case generally consistent with the provisions of the Agreement (including this Exhibit) applicable to or made in contemplation of development following the Closing.

“Retail Development” means the development project to occur on the Property consisting of the Intended Use.

1. Any movie theater, bowling alley, dance hall or discotheque, nightclub, skating rink, or gymnasium.
2. Training or educational facilities for trades or other post-secondary education (including, without limitation any cooking school or cooking classes (except as such may be run by the Grocer Tenant), beauty school, barber college, and reading rooms), or any other operation serving primarily students or trainees rather than retail customers; provided, however, the foregoing shall not be applicable to facilities offering tutoring services to grade, middle or high school students (including for college preparatory purposes), nor shall the foregoing be applicable to on-site employee or other training by an Owner or Occupant incidental to the conduct of its primary use or business operation.
3. Any church, synagogue or other religious facility.
4. Any gasoline or service station, convenience store, or automotive service or repair business (including, without limitation, any car wash or auto body shop).
5. Any facility used for the sale, lease or rental of automobiles, trucks, trailers, motorcycles, recreational vehicles, boats or other vehicles, or the display or storage of same.

6. Except for any use associated with the operation of a grocery store by the Grocer Tenant (e.g., an in store brew pub), any manufacturing facility or any industrial or distribution uses.
7. Any dry cleaner, dry cleaning plant, central laundry facility, or laundromat (except that a drop off/pick up only type of facility shall be allowed).
8. Any retail operation in which more than twenty (20%) percent of the sales area of such operation is used for the display and/or sale of clothing or goods commonly referred to as a manufacturer's 'close outs,' 'overruns,' 'excess inventory,' 'seconds' or 'imperfect merchandise'; provided, however, the foregoing shall not prohibit TJ Maxx, Burlington, Marshalls, Nordstrom Rack, or Ross from being an Occupant in the Project.
9. Any "second hand" store, used clothing or thrift store, pawn shop, salvation army type store, "surplus" store or liquidation outlet; except that, a store offering consignment services for luxury goods shall be deemed permitted.
10. Any large format discount retailer (such as, without limitation, Wal Mart and Target).
11. Any "dollar" stores such as Family Dollar.
12. Any mortuary or funeral parlor.
13. Any coin operated laundry.
14. Any premises in the Project operated as a children's recreational, educational or day-care facility as its primary use.
15. Any massage parlor (except that a therapeutic massage facility such as "Massage Envy" shall be allowed).
16. Any marijuana dispensary, store or shop.
17. Any carnival, circus, meeting hall, auditorium or other like place of public assembly.
18. Any bingo parlor or any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black jack or poker; slot machines, video poker/black-jack/keno machines or similar devices. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored or charitable gambling activities so long as such governmental and/or charitable activities are incidental to the primary use or business operation being conducted .
19. Any flea market.
20. Any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard.
21. Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors or refuse storage bins and containers located near the rear of any building and used in compliance with applicable laws).

22. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.
23. Any veterinary hospital or animal raising facilities; except that, “Veg” or another similar pet care and/or grooming facility that offers overnight pet boarding and/or daycare services shall be deemed permitted.
24. Any gun range or shooting gallery, or amusement or video arcade.
25. Any pool or billiard hall.
26. Any type of use that is inconsistent with the customary character of a first-class retail shopping center (such as, without limitation, any “head” shop, adult book shop or adult movie house, or tattoo or piercing parlor). For the avoidance of doubt, the use of any lot, parcel or other part of the Project outside the Retail Development for the Civic Development or any other use expressly contemplated by the Agreement shall not be presumed to be a “use that is inconsistent with the customary character of a first-class retail shopping center” solely by the fact that is not a retail use or within the Retail Development.
27. Sober home or substance abuse rehabilitation facility.
28. Truck stop and/or truck terminal.
29. Electrical generation facilities, electrical substations, tower-mounted wireless communication facilities, transmission pipelines for natural gas, propane gas, petroleum products, chemicals, slurry coal and any other gases, liquids or solids (except for extensions for private connections to existing pipelines intended to provide utility services to Owners and Occupants of the Project), water or sewage treatment plants, and/or any solid waste facility or land fill
30. Any other unlawful use or operation which would constitute a legal (public or private) nuisance to any Owner or Occupant, or which results in emission of strong, unusual, offensive or obnoxious sounds, odors (other than normal cooking odors), fumes, dust or vapors which can be heard or smelled beyond the boundaries of the parcel or lot in the Project from which they originate; provided, however, (i) any use or operation within the Retail Development that generates quantities of sound, light, odor or other emissions of similar character which are in compliance with applicable laws and consistent with the customary character of a first-class retail shopping center containing a grocery store anchor, including any music or public safety paging system operated at commercially reasonable volumes, shall be deemed permitted, notwithstanding such emissions would not typically be expected or tolerated if occurring in a purely residential community; and (ii) the foregoing shall not be deemed to prohibit sirens or alarms (or vehicles equipped with same) which originate from the Civic Development at irregular intervals if and to the extent consistent with the primary purpose for which the Civic Development is to be constructed.

Approval to Execute Purchase & Sale Agreement 1340 Woodstock Road (Bowen & 92)

City Council Meeting
December 8, 2025



Background: Bowen & 92

- Nov 2023: City purchased 8.73 acres for \$4.5M
- Strategic Evaluation -- balanced public use with economic development potential
- Sept 2024: RDA received a LOI to sell property to SJC Ventures for \$5M - retaining up to 2.5 acres for a future fire station
- Oct 2025: City entered an IGA Scope of Work #1 with the RDA to facilitate transaction



SJC VENTURES

Atlanta-based developer of
premier institutional quality
mixed-use, grocery-anchored
assets throughout the eastern
United States



Agenda Item Overview

- Approval for the City of Roswell to execute a Purchase and Sale Agreement dated December 2, 2025.
- **Parties:**
 - **Seller:** Roswell Development Authority (RDA)
 - **Buyer:** Roswell Bowen Road, LLC
 - **Property:** ~8.6 acres at 1340 Woodstock Road (Bowen & 92)

👉 Property is located at a key commercial corridor and this agreement advances redevelopment goals and enables future commercial development.



Key Transaction Components

- **Conveyance** of property from City • RDA
- **Sale** of property from RDA • Buyer for **\$5,000,000**
- **Land swap** with Westminster Japanese Church
- **Subdivision** into two parcels: Buyer parcel and City/RDA retained parcel
- **Buyer pursuit** of rezoning, entitlements, easements for the commercial project



Responsibilities and Expected Outcome

- **City's Responsibilities**

- City execution required to convey property with additional approvals necessary to finalize the transaction.

- **Expected Development Outcome**

- Delivery of commercial project with enhanced activation at Bowen & 92
- Improved land utilization with coordinated development

- **Financial Impact**

- \$5,000,000 price (to be received by RDA and remitted to City less a 0.5% fee)
- City may incur conveyance-related costs for legal fees, staff time supporting subdivision, entitlements, and land-swap coordination



Next Steps

- Dec 2025 - Execution of PSA
- Dec 2025 - Variance Application
- Feb 2026 - Committees of Council
- Feb 2026 - Council Meeting (Hearing for Variance)
- Mar 2026 - Design Review Board (DRB) Meeting



Recommended Motion:

Motion to approve the City of Roswell executing the Purchase and Sale Agreement dated December 2, 2025 between the Roswell Development Authority and Roswell Bowen Road, LLC for the conveyance and development of approximately 8.6 acres at 1340 Woodstock Road, and to authorize the Mayor, City Administrator, and City Attorney to execute all documents necessary to fulfill the City's limited obligations under Section 23 of the Agreement.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10212

MEETING DATE: December 8, 2025

DEPARTMENT: Mayor and Council

ITEM TYPE: Agreement

Approval of a Ground Lease Agreement Between the City of Roswell and Fulton County for Continued Use, Operation, and Improvement of the Chattahoochee River Parks (Riverside Park and Azalea Park).

Item Summary:

The City of Roswell seeks approval to enter into a renewed Ground Lease Agreement with Fulton County for the continued use, operation, and improvement of the Chattahoochee River Parks, including Riverside Park and Azalea Park. The renewed agreement establishes a 25-year initial term with one 25-year renewal option and authorizes the City to design, construct, maintain, and operate all park facilities at its sole cost in lieu of rental payments. The lease ensures continued public access for both Roswell and Fulton County residents and supports the City's planned park enhancements, including new amenities, upgraded infrastructure, and ongoing recreational programming. Approval of this agreement formalizes long-term stewardship of these riverfront parks and enables implementation of forthcoming capital improvements.

Committee or Staff Recommendation:

Staff recommends Mayor and Council approve the Ground Lease Agreement between the City of Roswell and Fulton County to renew the long-term lease of the Chattahoochee River Parks, including Riverside Park and Azalea Park.

This agreement provides a 25-year initial term with a 25-year renewal option, ensures continued public access for both Roswell and Fulton County residents, and authorizes the City to design, construct, maintain, and operate all park facilities at its sole cost. Approval will allow the City to advance planned capital improvements and maintain seamless operations within these key riverfront parks.

Financial Impact:

N/A

Recommended Motion:

Motion to approve a Ground Lease Agreement Between the City of Roswell and Fulton County for Continued Use, Operation, and Improvement of the Chattahoochee River Parks (Riverside Park and Azalea Park).

Presented by:

Steven Malone, Director of Recreation, Parks, Historic & Cultural Affairs



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9911

MEETING DATE: December 8, 2025

DEPARTMENT: Environmental/Public Works

ITEM TYPE: Contract

Approval for the Mayor or City Administrator to award a contract to MAPP for the Riverside Park Construction project in an amount of \$12,299,307.81 and project budget authorization of \$13,841,186.80.

Item Summary:

In November 2022, Roswell residents voted to approve \$179.6M in general obligation bonds. The proposed bond projects include capital projects for parks, recreation, bike and pedestrian improvements, sidewalks, a new public safety headquarters, new fire stations, and a parking deck.

This project will consist of updates to the spray ground, playgrounds, shelters, band stand, and other park amenities. The park improvements will include ADA compliance upgrades, drainage upgrades, parking lot improvements to enhance traffic flow, restroom facilities, and new landscape features for aesthetics and shade. Park improvements aim to provide various enhanced experiences for both adult and child park visitors to support performances, educational opportunities and children's play amenities.

On July 3, 2025, the City of Roswell advertised the project (RFP 25-219-T) on the City of Roswell website and also posted on the Georgia Procurement Registry. On August 14, 2025, two (2) bids were received in response to the subject solicitation between \$12,672,171.21 and \$14,776,478.81. MAPP was found to be the lowest responsive and responsible contractor to perform the work. The City entered into negotiations with MAPP, and agreed to a contract price of \$12,299,307.81.

Staff recommends awarding the contract to MAPP in an amount of \$12,299,307.81.

Staff also recommends allocating \$1,541,879 for construction administration, construction inspection, construction materials testing, and contingency to allow for any unforeseen circumstances that may be encountered during construction.

This budget allocation encompasses contingencies and is aimed at facilitating the successful completion of the project within the established parameters and budget.

Committee or Staff Recommendation:

On November 10, 2025 the Committees of Council recommended placing this Item on the December 8, 2025 Mayor and Council Agenda.

Financial Impact:

Funding in the amount of \$13,841,186.80 is available from the bond proceeds.

Agenda Item (ID # 9911)**Recommended Motion:**

Motion to approve the Mayor or City Administrator awarding a contract to MAPP for the Riverside Park Construction project in an amount of \$12,299,307.81 and project budget authorization of \$13,841,186.80.

Presented by:

Steven Malone, Director of Recreation and Parks, Historical & Cultural Affairs

Riverside Park Bond Project

November 10, 2025



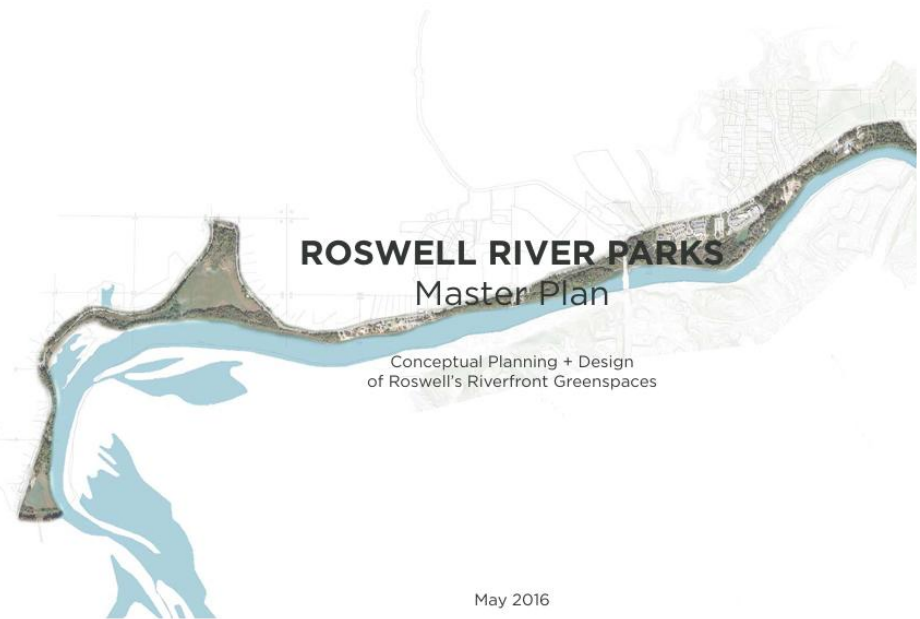
Riverside Park



River Parks Master Plan Background

In 2015 the City of Roswell hired a team to develop a master plan for 15 contiguous parcels along the Chattahoochee River.

The City recognized an opportunity to develop a comprehensive master plan from Don White Memorial Park to Willeo Park.



River Parks Master Plan Background

4.a

Given that this master plan is for the development of public greenspace, owned by all the citizens of Roswell, public outreach was a critical component of this project.

The City held three public-input meetings to collect information from Roswell residents.

- City Hall on February 17, 2015
- East Roswell Park on March 5, 2015.
- Roswell River Landing on Thursday, August 13, 2015.



Third Public Meeting



River Parks Master Plan Background

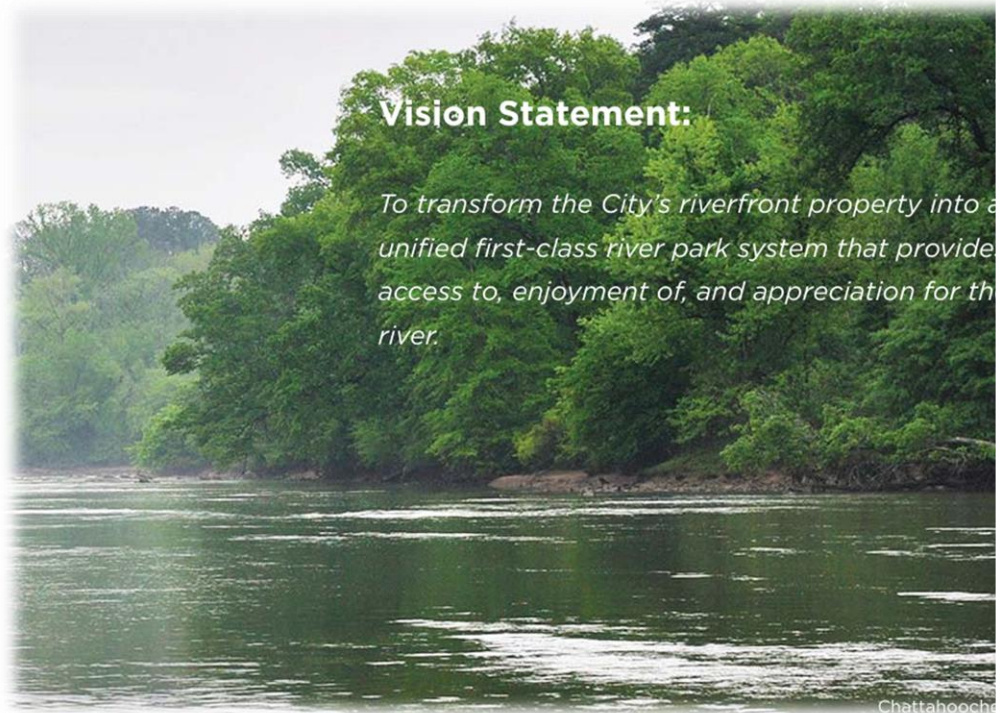
4.a

Suggestions from public meetings included:

- Active recreation opportunities
- Water features
- Addition and improvements of trails and passive amenities
- Restoration and protection of natural environment
- Additional parking and traffic concerns

The River Parks Master Plan was adopted in 2016.

In 2022 there was an addendum to address dredging and multi-use type buildings.



Riverside Park Project Background

Identified as a priority within the River Parks Master Plan (2016)

Design by Starr Whitehouse Landscape Architects and Planners

Aligns with 2022 Parks Master Plan infrastructure priorities.



Riverside Park today
(Dedicated on November 2, 2002)



Riverside Park Tree Facts

4.a

Total Trees Removed – 221 (Includes 14 Specimen Trees)

- Invasives - 18
- Dead, Dying, and Hazardous – 29
- Parking Lot - 64
- Utility and Stormwater – 25
- Improved and Expanded Park Facilities - 85

Total Trees Added – 307

Net Increase in Tree Count - 86



Riverside Park Improvements

4.a

Security / Safety

- Intentional design for sightlines, safe play and open space use
- Increased security features through City camera system
- Lighting for egress and safety

User Experience

- Nature-based play systems inspired by the Chattahoochee
- Open sprayground design
- Unique open-air pavilion unlike other spaces within the City's inventory
- Additional updated accessible restrooms

Special Events

- Green Room space
- Stage sound and lighting infrastructure
- Stage access- load in and load out

Green Infrastructure

- 12,000 Sq. Ft. in impervious parking while still increasing parking
- 12,000 Sq. Ft. is 22% of total playground area
- Net increase in tree count of 87
- Water quality



Riverside Park Project Overview

4.a



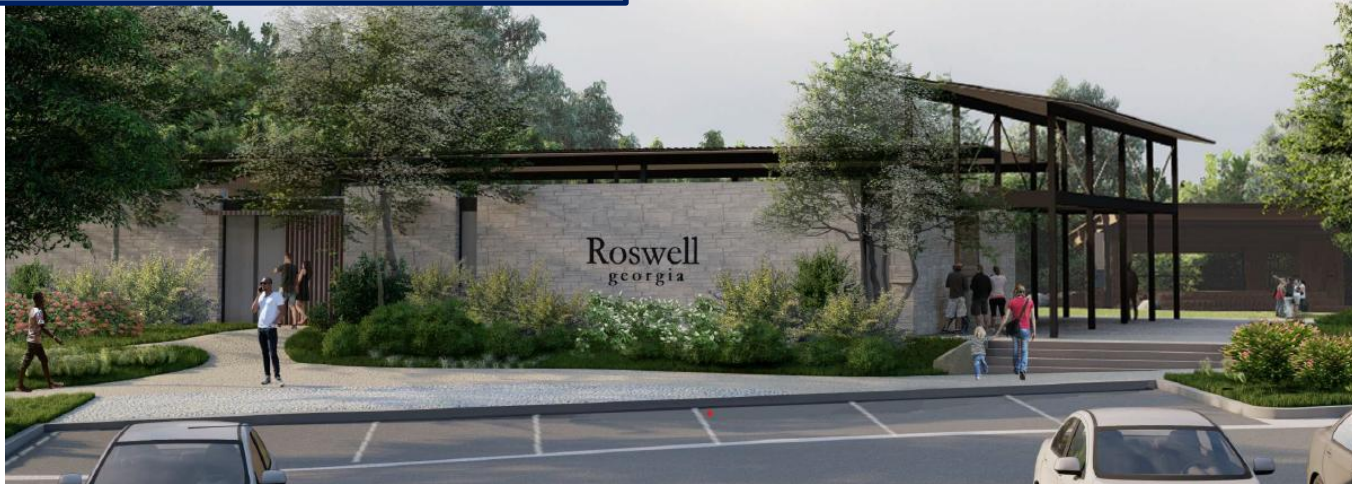
Part of the comprehensive plan for cohesive experience that provides a high quality, unique park experience that establishes Roswell as a 1st class River Park System



Packet Pg. 101

Event Pavillion

4.a



Play Pavillion



Artist's Rendering – For Illustrative Purposes Only



Packet Pg. 102

Riverside Park Project Overview

4.a



Attachment: Riverside Park Committee Presentation 11.5.25 (Riverside Park Construction

Procurement Process and Budget

Procurement Process

Posted Solicitation – July 3, 2025

Solicitations Closed – August 14, 2025,

- Two (2) bids were received in response to the subject solicitation. The bids ranged from \$12,672,171.21 and \$14,776,478.81.
- MAPP was found to be the lowest responsive and responsible contractor to perform the work. The City negotiated with MAPP to reduce the contract price.

Budget

Construction - \$12,299,308

Construction Administration, Construction Testing, and Contingency - \$1,541,879



Schedule

Committee Meeting: November 10, 2025

Mayor & Council Approval: November 24, 2025

Contract Signed: Estimated December 2025

Construction Begins: Estimated February 2026

Substantial Completion: Estimated July 2027





City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10193

MEETING DATE: December 8, 2025

DEPARTMENT: Economic Development

ITEM TYPE: Resolution

Approval of a Resolution of the Roswell City Council Consenting to the Expansion of the North Fulton Community Improvement District d/b/a True North 400.

Item Summary:

The North Fulton Community Improvement District (NFCID), d/b/a True North 400, is requesting approval to expand its boundaries as part of its 2025 Expansion Petition. Expanding the CID boundary will allow NFCID to increase commercial property participation and support additional transportation, mobility, public safety, and corridor enhancement projects within the District.

A total of ten (10) parcels located in Roswell are included in the 2025 Expansion and have consented in writing to join the CID. These parcels have the following owners:

- Northside Hospital Inc.
- Roswell Auto Investments (4 parcels)
- Gaurino Properties LLC
- A&S Hospitality Roswell LLC
- Brixmor Holcomb Bridge Outparcel LLC
- Brixmor Kings Market LLC
- FNWRL LLC

Approval has already been granted by Fulton County, the City of Alpharetta, and the City of Milton. Roswell is the final jurisdictional approval required to complete the expansion.

Financial Impact:

N/A

Recommended Motion:

Motion to approve a Resolution of the Roswell City Council Consenting to the Expansion of the North Fulton Community Improvement District d/b/a True North 400.

Presented by:

Darryl Connelly, Director of Economic Development



**STATE OF GEORGIA
COUNTY OF FULTON**

CERTIFICATE OF COMPLIANCE

I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners regarding the proposed expansion of the North Fulton Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act (Ga. L. 1987, p. 5460), as amended, the following:

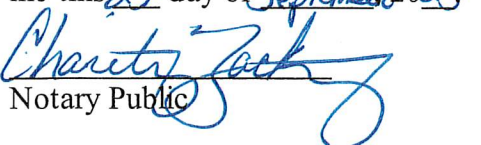
That written consents to the expansion of the Community Improvement District have been obtained from:

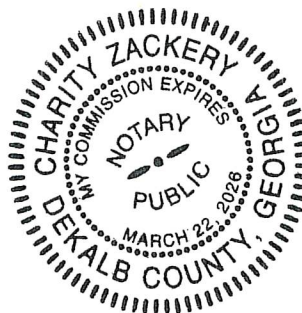
1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent approved County ad Valorem tax digest.

This the 25th day of September, 2025.


Witness


ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 25th day of September 2025

Notary Public



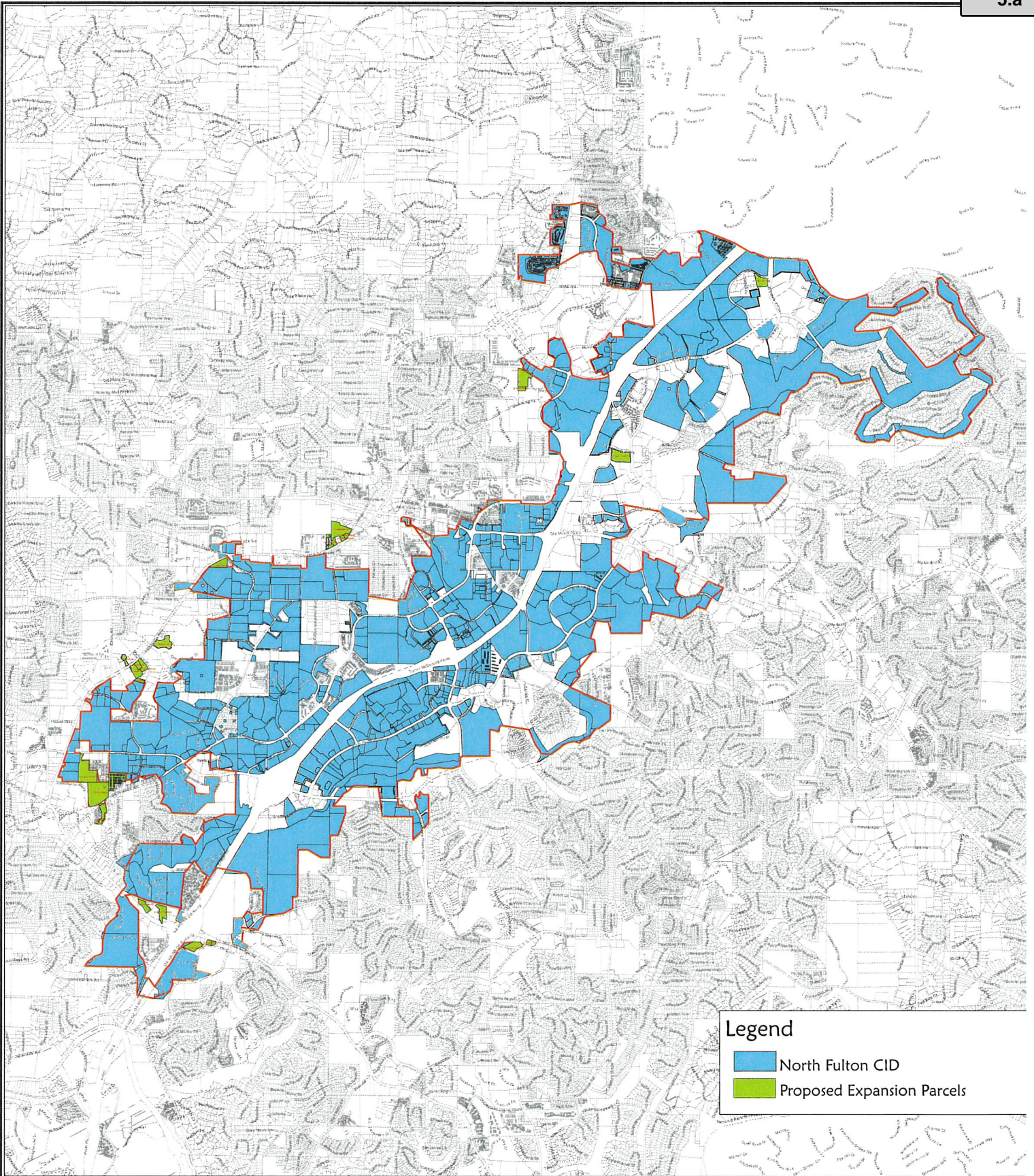
North Fulton CID Expansion 9/2025

Parcel ID	Tax District	Owner	Own	Consent Owners	LUC	Assessed Value	Consent Value
21 552010400428	10	CARSON DEVELOPMENTS INC & MC DONALD INDUSTRIAL XL VII LLC	1	1	3C3	\$ 1,080,000	\$ 1,080,000
22 529011850445	10	NEW CINGULAR WIRELESS PCS LLC	1	1	3B3	\$ 5,494,560	\$ 5,494,560
22 529011850544	10	NEW CINGULAR WIRELESS PCS LLC			320	\$ 475,240	\$ 475,240
22 546012600728	10	PARKVIEW OFFICE LLC	1	1	3A3	\$ 3,400,000	\$ 3,400,000
12 258306930826	10	RENASANT BANK	1	1	351	\$ 640,840	\$ 640,840
12 234006000509	45	NORTHSIDE HOSPITAL INC	1	1	349	\$ 4,480,000	\$ 4,480,000
12 216005190373	45	ROSWELL AUTO INVESTMENTS LLC	1	1	331	\$ 1,797,840	\$ 1,797,840
12 216005190381	45	ROSWELL AUTO INVESTMENTS LLC			331	\$ 742,800	\$ 742,800
12 225105460164	45	ROSWELL AUTO INVESTMENTS LLC			331	\$ 761,080	\$ 761,080
12 216005181182	45	ROSWELL AUTO INVESTMENTS II LLC			332	\$ 2,008,400	\$ 2,008,400
12 225105460073	45	GUARINO PROPERTIES LLC	1		332	\$ 455,600	\$ 455,600
12 230005660392	45Z	A&S HOSPITALITY ROSWELL LLC	1		254	\$ 2,672,400	\$ 2,672,400
12 241005830638	45Z	BRIXMOR HOLCOMB BRIDGE OUTPARCEL LLC	1		351	\$ 540,000	\$ 540,000
12 241005840736	45Z	BRIXMOR KINGS MARKET LLC	1		300	\$ 221,440	\$ 221,440
12 229005380589	45Z	FNWRL LLC	1		321	\$ 1,566,240	\$ 1,566,240
		NON QUALIFYING PARCELS W/I CID					
12 246206480349	10	VILLA MAGNOLIA LLC			100	\$ 150,560	\$ -
12 258306930842	10	AMANA ACADEMY INC			612	\$ -	\$ -
12 258306930859	10	AMANA ACADEMY INC			612	\$ -	\$ -
12 258106930026	10	BAPTIST CHURCH			620	\$ -	\$ -
12 229005380605	45	CITY OF ROSWELL GEORGIA			3C3	\$ 1,811,200	\$ -
12 229005380654	45	CITY OF ROSWELL GEORGIA			3C3	\$ 3,380,000	\$ -
12 225005470628	45	CITY OF ROSWELL			699	\$ -	\$ -
12 218205220281	10	CND LOWE LANE LLC			100	\$ 355,840	\$ -
12 218005040046	45	SREIT GRANDE OAKS LLC			2X1	\$ 20,464,600	\$ -
12 219705031707	45	PARK AT OLD ROSWELL COMMUNITY ASSOCIATION INC			111	\$ 8,280	\$ -
12 218005050490	45	555 EAGLES L P			2A1	\$ 13,560,000	\$ -

11	6					\$ 26,336,440	\$ 20,880,760
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79%

50%+1 = 55% 75% = \$ 19,752,330



Attachment: 2025 NFCID EXPANSION REQUEST REVISED 092525 (NFCID d/b/a True North 400 - 2025 Expansion)



North Fulton CID with Expansion Parcels

September 2025



Prepared by Fulton Coun
Board of Assessors
Geographic Information System Division

1:000000
Last Edited: 9/18/2025

**RESOLUTION
OF THE
ROSWELL CITY COUNCIL
CONSENTING TO EXPANSION OF
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT dba True North 400**

WHEREAS, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia Legislature enacted the Fulton County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the North Fulton Community Improvement District dba True North 400 (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of Alpharetta, and the City of Roswell in 2003, and consented to by the City of Milton in 2007; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing to their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees and assessments levied by the District Board, according to the most recent approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the Roswell City Council has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the Roswell City Council has determined that the expansion of the CID would be in the best interest of the citizens of the City of Roswell.

NOW, THEREFORE, BE IT RESOLVED, that the City of Roswell consents to the expansion of the boundaries of the North Fulton Community Improvement District dba True North 400 as attached hereto as Exhibit A.

PASSED AND ADOPTED by the Roswell City Council, Georgia this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Attachment: NFCID Expansion Resolution-Roswell-2025-Draft JMC Addition (NFCID d/b/a True North 400 - 2025 Expansion)

IMPACT ANALYSIS

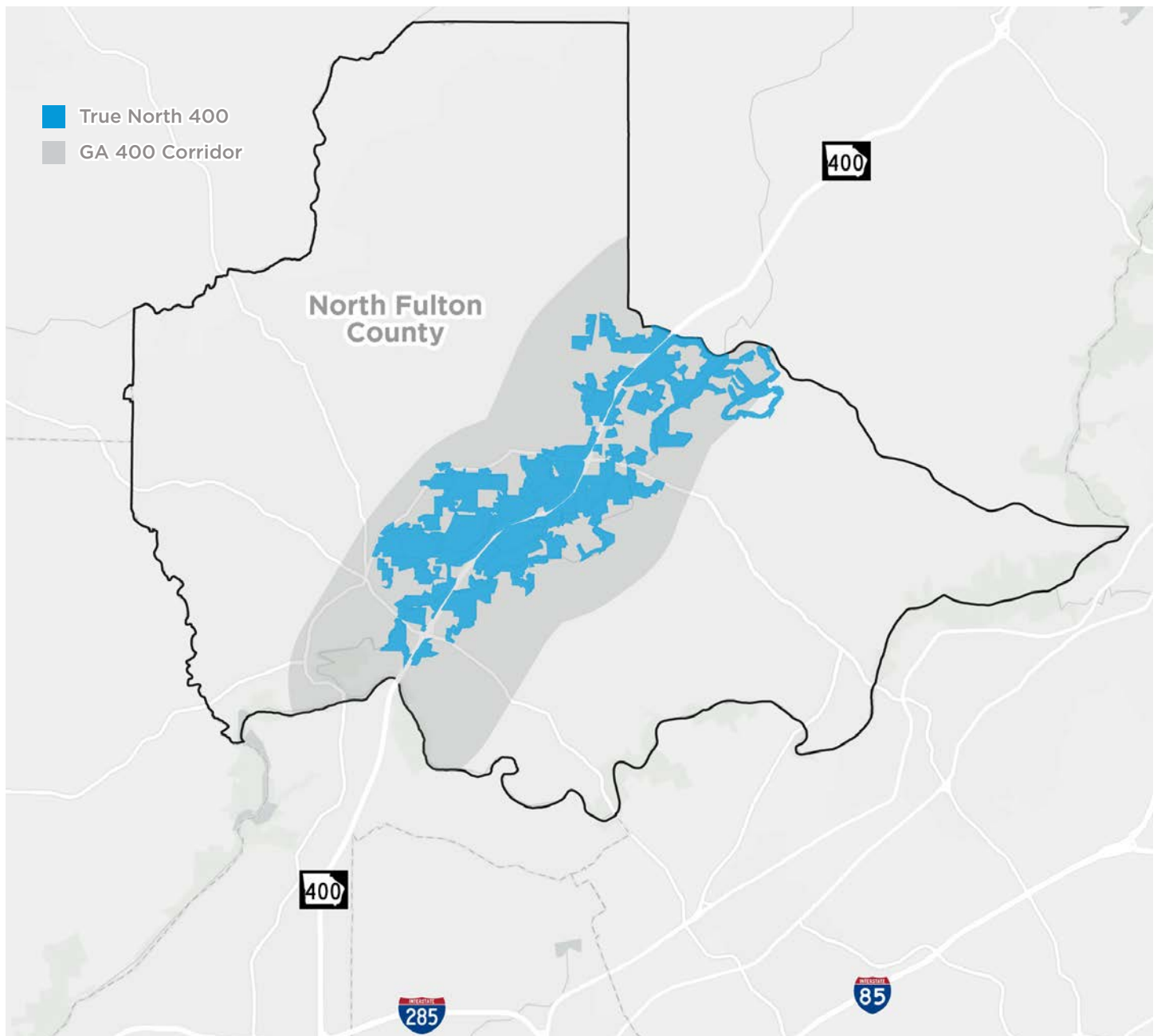


2024

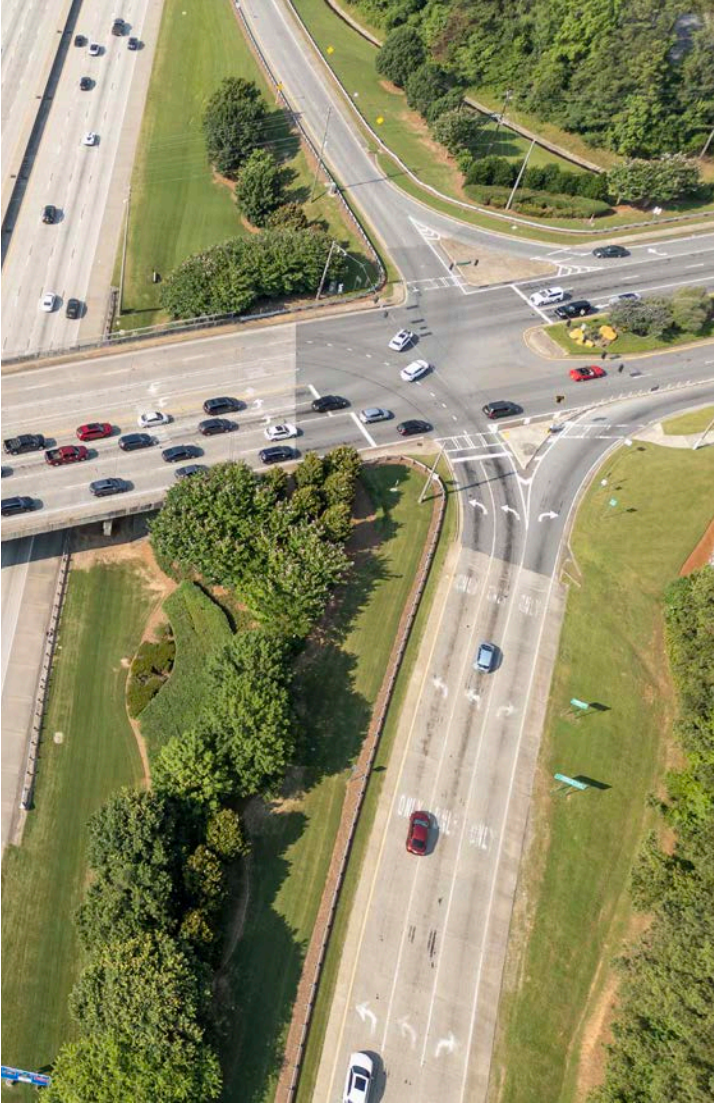
TRUE NORTH 400 IMPACT ANALYSIS 2024

Since its inception more than 20 years ago, True North 400 has been a key driver of economic development in North Fulton County, investing a total of \$30 million to bring \$217 million in infrastructure improvements to the area. The True North 400 district contains over 35% of all jobs in North Fulton County, and those working in the district have a median household income of more than \$100,000.

The contributions made by True North 400 have helped transform the North Fulton community, creating vibrant places and improved transportation infrastructure for employees, residents and visitors to enjoy.



TRUE NORTH 400 DRIVES VALUE



True North 400 investments have catalyzed a notable increase in commercial property values, with district properties boasting a significant premium over others in the GA 400 corridor and North Fulton County. Over the past five years, 2018–2023, the average **commercial property value of parcels within the district has risen by more than \$2.7 million**, a significant increase of 46%. Revenue generating parcels within the district have an **average value exceeding that of North Fulton County by over \$5 million**.

Additionally, commercial property values within the True North 400 district are substantially higher than properties just outside of the district, but still located along the Georgia 400 corridor, with an average **property value premium of more than \$6.5 million. Parcel values within the district have increased at a rate of 21% greater** compared to parcels just outside of the district between 2018 and 2023, further showcasing True North 400's positive economic impact.

Comparison of Change in Average Revenue-Generating Property Values, 2018 - 2023*




Geography	2018	2023	Five Year Increase (\$)	Five Year Increase (%)
True North 400	\$5,950,249	\$8,668,977	\$2,718,728	46%
GA 400 Corridor	\$1,728,084	\$2,153,379	\$425,295	25%
North Fulton County	\$2,576,490	\$3,360,788	\$784,298	30%

* Data is only available through 2023 at the time this report was published. Source: Fulton County

BUSINESS IN TRUE NORTH 400

True North 400 is home to **3,303 businesses, 65,262 jobs** and equates to 35% of all jobs in North Fulton County, defined as Fulton County north of the Chattahoochee River.

The **Professional Services** sector has the greatest share of jobs in True North 400, followed by Finance and Real Estate resulting in a median household income of more than \$100,000 for weekday commuters. While district residents skew younger, visitors to True North 400 have a median age in the mid-40s, income that is 11% higher than the average daily worker and 40% higher than the average local resident. Expenditures by these high-income employees benefit the entire community.

		Median Age	Median Household Income
	Live	35.6	\$88,296
	Work <i>(based on weekday trips)</i>	44	\$111,000
	Play <i>(based on weekend trips)</i>	45	\$124,000

Source: Replica, ESRI Business Analyst

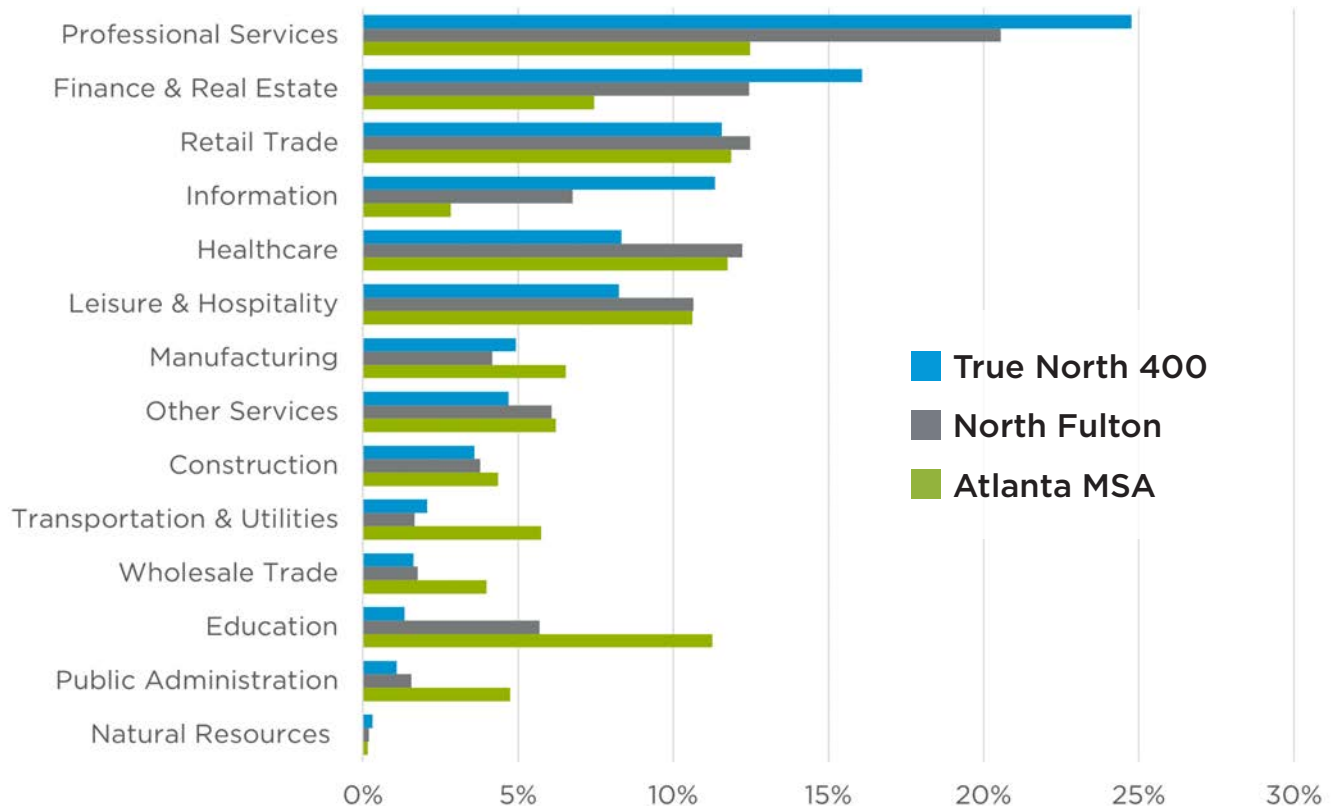
Top Employers

- 1 Verizon
- 2 ADP
- 3 Fiserv
- 4 Jackson Healthcare
- 5 Lexis Nexus
- 6 AT&T
- 7 UPS
- 8 General Motors
- 9 Change Healthcare
- 10 Equifax

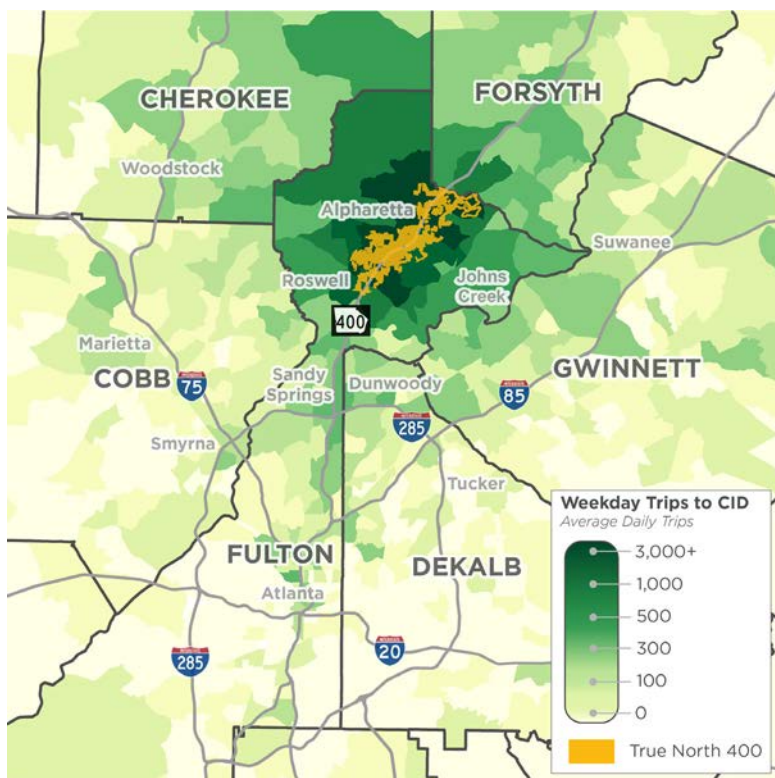


Share of Total Jobs by Industry

Source: ESRI Business Analyst



TRAVELING TO TRUE NORTH 400



Source: Replica

Weekday Trips to True North 400

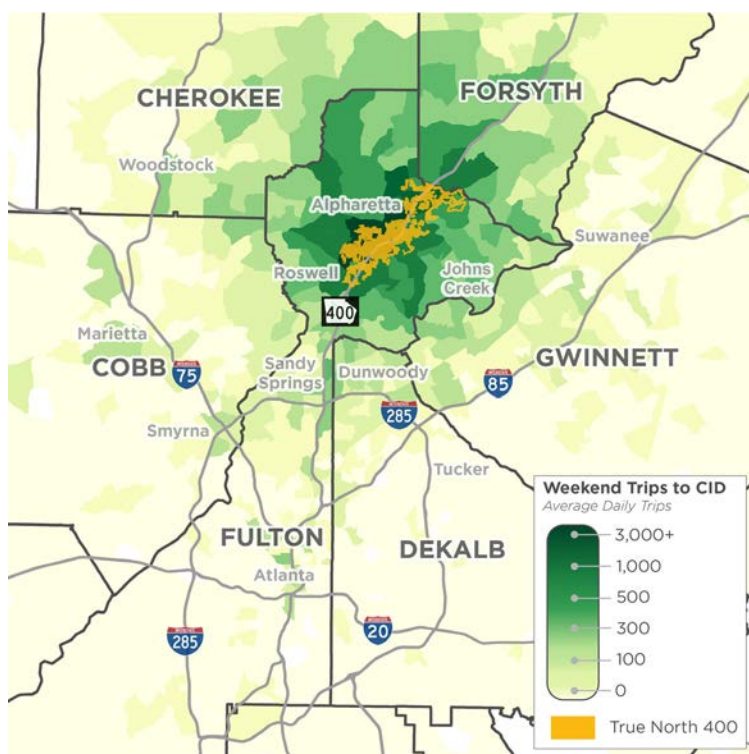
On an average weekday, the True North 400 district is the destination for 140,000+ vehicular trips.

The map to the left illustrates the spatial distribution of trip origins, with darker hues indicating a higher number of trip origins by census tract. While most trips commence from neighboring areas like Alpharetta, Johns Creek, Milton and Roswell, the district's impact extends across North Fulton County and into Forsyth, Cherokee, Gwinnett, DeKalb and Cobb Counties as well as portions of the City of Atlanta, including Midtown and Downtown.

Weekend Trips to True North 400

On an average Saturday, True North 400 attracts approximately 120,000 vehicular trips – only a slight decrease from weekday trips – indicating the area's popularity as a weekend destination for recreational activities like shopping, dining and outdoor adventures.

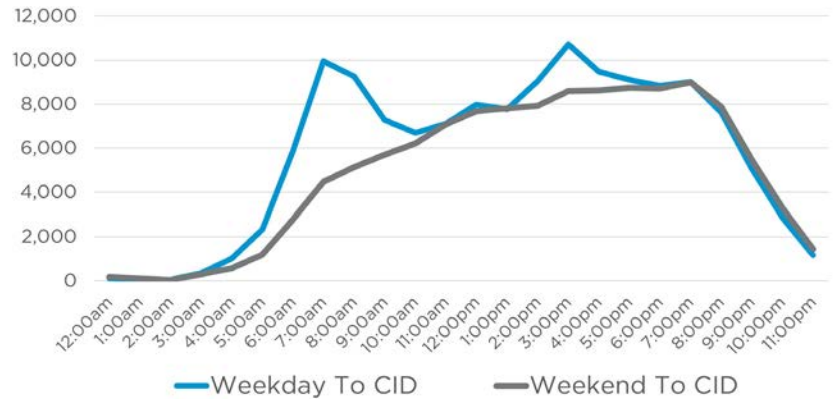
The map to the right illustrates the origins of weekend trips, with darker shades of green indicating a higher number of trips. Comparing the distribution of trips on a weekend versus a weekday, the district has a more concentrated impact on surrounding areas, particularly within North Fulton County, South Forsyth County and east Cherokee County.



Source: Replica

Daily Trips to True North 400

Weekday trips to True North 400 peak around 7 a.m. and again at 3 p.m., aligning with expected commute times. Weekend trips to True North 400 exhibit a slower increase, peaking around 7 p.m. Daily trip patterns indicate a strong demand for both weekday and weekend activity within the district.

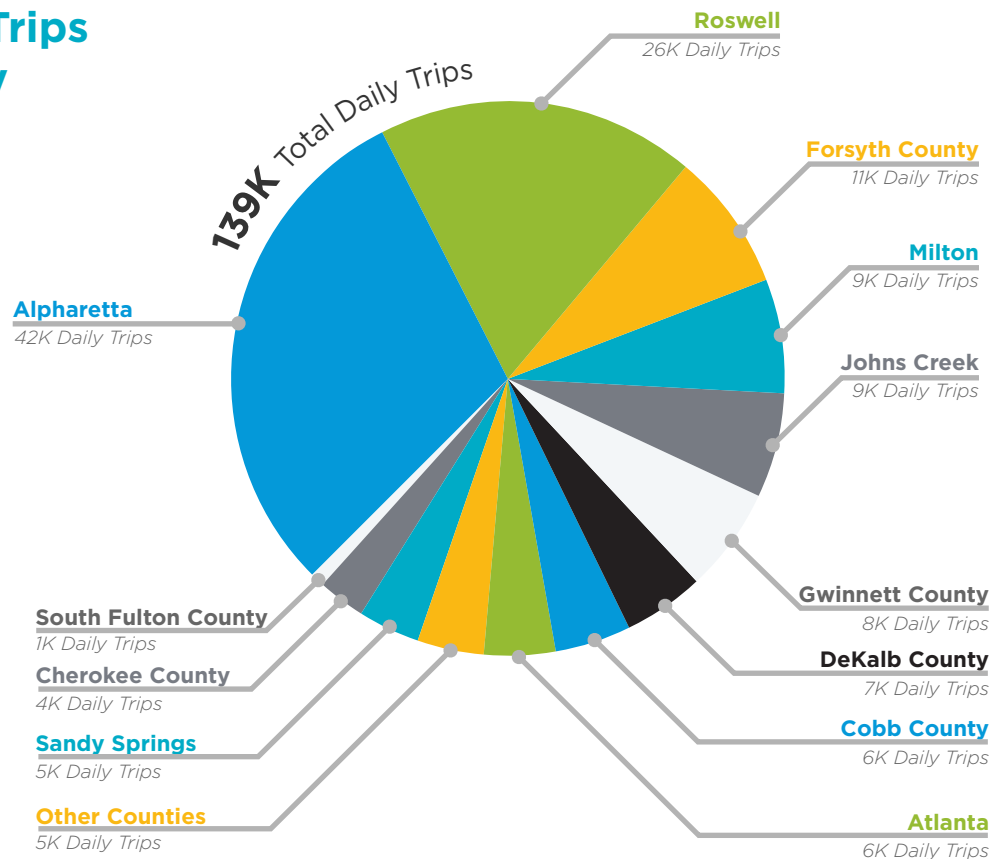


Source: Replica

How large is True North 400's market influence? On a typical weekday, most trips originate within North Fulton County. However, the pie chart below demonstrates how True North 400 attracts employees and visitors from throughout the metro Atlanta Area. Beyond North Fulton, employees and visitors from Forsyth, Gwinnett, DeKalb, Cobb and Cherokee access the district on a daily basis. This widespread regional impact solidifies True North 400 as a prominent hub for employment, with its influence extending well beyond its immediate surroundings.

Breakdown of Daily Trips to True North 400 by Point of Origin

Source: Replica



TRUE NORTH 400 DESTINATIONS

True North 400's investments in infrastructure, roadway and trail projects have catalyzed the transformation of places like Windward, Avalon/Old Milton, North Point and Highway 9, and have supported the development of these areas into vibrant destinations that benefit both area residents and businesses.

Residents and visitors patronize Avalon and the Ameris Bank Amphitheater for a mix of entertainment and enjoy recreational opportunities along the Alpha Loop and throughout the district. Mixed-use developments like the revitalized North Point Mall, Lakeview Park and Continuum will also attract more visitors and vitality to the area.

Avalon



Avalon is a driver of economic development in the district. Retail rents in Avalon are significantly higher than others in the core of the district, with **average retail rents between \$35 and \$42 per square foot**. The remarkable success of Avalon is a promising sign for other emerging mixed-use developments in the district, such as Continuum, Lakeview Park, and the North Point Mall redevelopment.

Windward

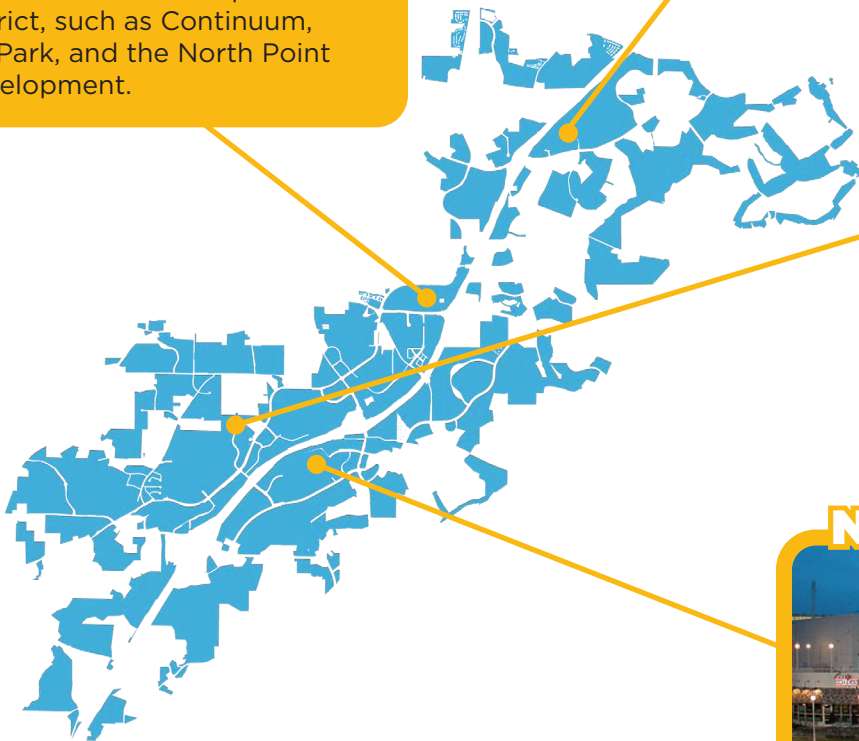


Ameris Bank



Amphitheater

North Point

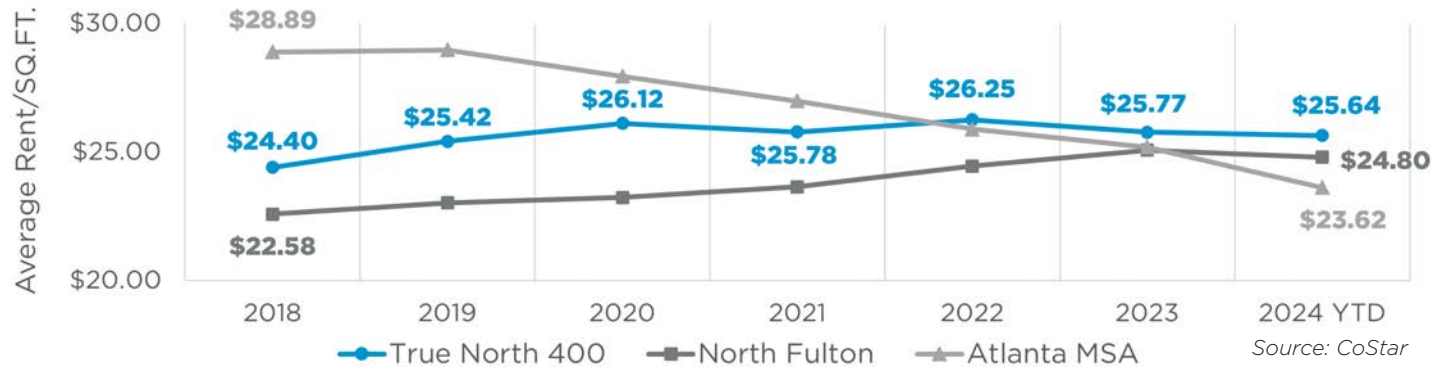


REAL ESTATE PERFORMANCE

Office

Office space in True North 400 has retained a premium over office rents in other areas of North Fulton County and the Atlanta MSA. While the COVID-19 pandemic resulted in downward pressure on office rents across the region, True North 400 office properties have maintained stable rents from 2018 to the summer of 2024, surpassing average rents in northern Fulton County and the Atlanta MSA average.

Comparison of Office Rent Performance, 2018 - 2024 (YTD)



Hospitality

The average daily rate of hotel rooms in True North 400 exceeds those of northern Fulton County and the Atlanta MSA, with True North 400 hotel properties maintaining a clear premium from 2018 to the summer of 2024.

Comparison of Hospitality Average Daily Rates, 2018 - 2024 (YTD)



The True North 400 Value Proposition

- ▶ As of Spring 2024, True North 400 has **invested \$30 million**, catalyzing **\$217 million of infrastructure improvements**.
- ▶ True North 400 commercial property values have maintained a **significant premium** over those within North Fulton County since 2018.
- ▶ In 2024, True North 400 commercial property values from revenue generating parcels are **61% higher** than the rest of North Fulton County.
- ▶ Since 2018, True North 400 captured **57%** of new retail and office spaces in North Fulton County, totaling nearly **1.4 million square feet**.

TRUE NORTH 400 INVESTMENTS

Spotlight Projects

True North 400 invests in infrastructure and placemaking projects to maintain and enhance North Fulton. These infrastructure projects enhance the livability, walkability and mobility of the entire community and improve the economic viability of the district.

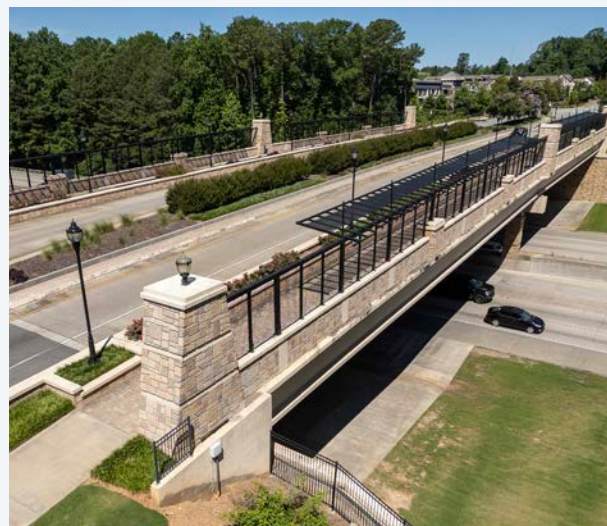


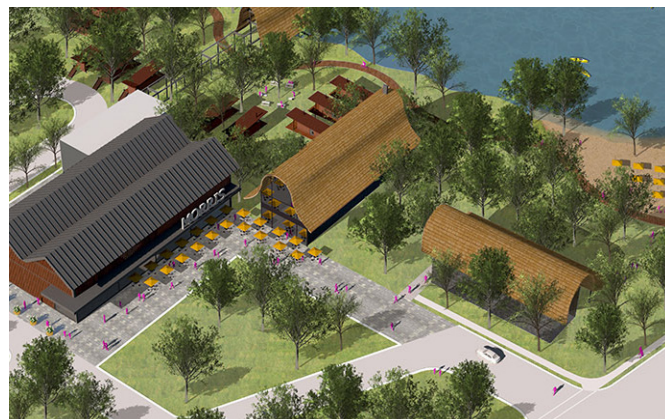
Davis Drive

In partnership with the City of Alpharetta, True North 400 created an extension of Davis Drive to Westside Parkway along with improvements to the existing roadway. Davis Drive intersects Mansell Road, just west of GA 400 and serves as east-west connectivity between GA 400 area and SR 9 between the Mansell Road corridor to the south and the Hembree Road Corridor to the north. True North 400 contributed \$800,000 to the project and received a \$2 million grant for construction from the Georgia Transportation Infrastructure Bank (GTIB), administered by the State Road & Tollway Authority (SRTA).

Encore Parkway Corridor Improvement

The Encore Parkway Corridor Improvement project consisted of enhancing the two-lane Encore Parkway between Westside Parkway and North Point Parkway and replacing the previously existing bridge over GA 400. The new roadway includes two 14-foot travel lanes, two 6-foot bicycle lanes and two 8-foot sidewalks with landscaped buffers on each side and a raised, landscaped median. True North 400 led the design and construction effort and invested \$6 million as part of the \$16 million corridor enhancement.





Woodward Parkway/ Highway 9 Strategic Plan

The cities of Milton and Alpharetta, in partnership with True North 400, created a strategic plan for the Woodward Parkway and Highway 9 corridors. The 4.6-square mile study area around these corridors is home to major employers, shopping destinations and thousands of residents. This strategic plan, adopted in Spring 2024, identifies potential investments in mobility, transportation, green space and placemaking to improve the area's quality of life and economic competitiveness.



Dryden Road Extension

Currently in progress, the Dryden Road Extension will provide much-needed connectivity in the Woodward Parkway/Edison Drive/Marconi Drive area in Alpharetta.

The project will also include a necessary culvert repair to be designed and built simultaneously.





ACKNOWLEDGEMENTS

TRUE NORTH 400 BOARD

Tim Perry, *CID Chairman*
Leslie Day-Harrell, *Vice Chairwoman*
Al Nash, *Treasurer*
Chris Bearden
Greg Chapin

Bob Cheeley
Tina Renee McCall
Nick Nicolosi
Steve Stroud
Bernie Tokarz

TRUE NORTH 400 STAFF

Brandon Beach, *Executive Director*
Kristin Rome Winzeler, *Deputy Executive Director*
Alex Battle, *Program Coordinator*

The 2024 True North 400 Impact Report was developed in collaboration with Kimley-Horn

TrueNorth400.com

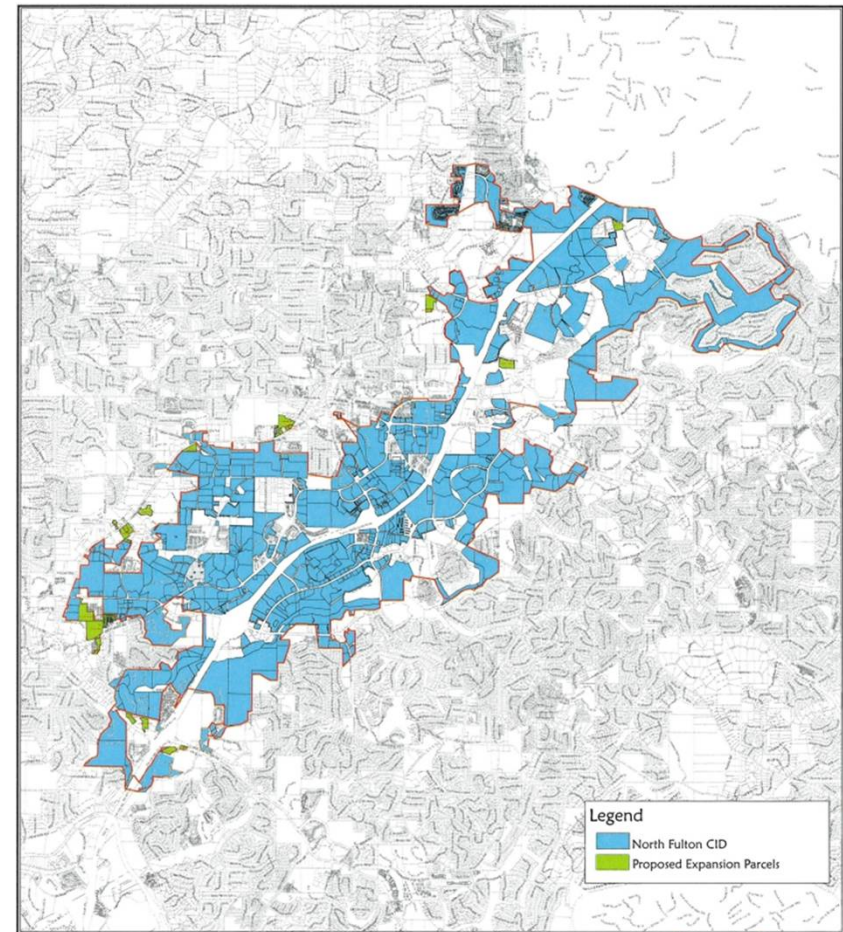
Approval of a Resolution of the Roswell City Council
Consenting to the Expansion of the North Fulton
Community Improvement District d/b/a True North 400

Council Meeting
December 8, 2025



2025 Expansion Summary

- Ten (10) Roswell parcels have consented with the following owners:
 - Northside Hospital Inc.
 - Roswell Auto Investments (4 parcels)
 - Gaurino Properties LLC
 - A&S Hospitality Roswell LLC
 - Brixmor Holcomb Bridge Outparcel LLC
 - Brixmor Kings Market LLC
 - NWRL LLC



Justification and Approvals

- Roswell is the final jurisdictional approval needed to complete expansion of the CID.
- Approval required by end of the year to be in the upcoming tax roll.
- Expanding will allow increased property participation and support transportation, mobility, public safety, and corridor enhancement projects in the district.



Recommended Motion:

Motion to approve a Resolution of the Roswell City Council
Consenting to the Expansion of the North Fulton Community
Improvement District d/b/a True North 400.





City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10190

MEETING DATE: December 8, 2025

DEPARTMENT: Transportation

ITEM TYPE: Approval

Approval to perform right-of-way acquisition services and to accept right-of-way options for the Big Creek Parkway Phase II TSPLOST project in an amount not to exceed \$21,600,000.00.

Item Summary:

The Big Creek Parkway Phase II project will construct a new location roadway between Warsaw Road and Old Alabama Road, including a bridge over GA-400.

There are approximately 46 parcels currently being impacted by the project where the City of Roswell will need to acquire either right-of-way, permanent and/or temporary easement, or driveway easement.

Staff is requesting a blanket approval on all right-of-way services in order to accept all of the signed options and expedite the process. This is the department's standard procedure for right-of-way acquisition and has been used for transportation projects with great success.

The amount of \$21,600,000.00 is based on appraisal cost estimates and fair market value of land in the surrounding area plus a contingency.

Committee or Staff Recommendation:

N/A

Financial Impact:

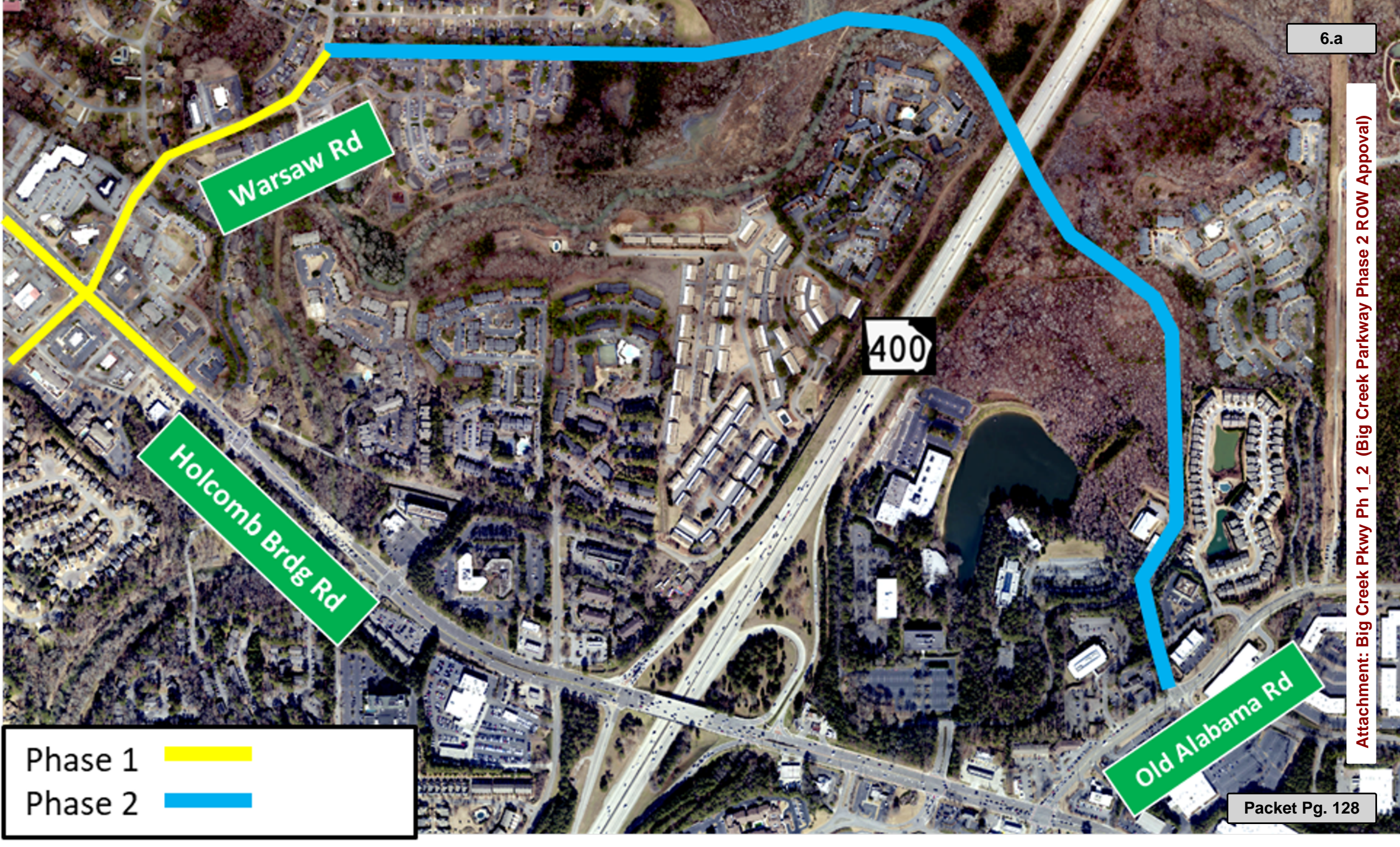
Funding in the amount of \$21,600,000.00 is available in the Big Creek Parkway TSPLOST Fund Project (Org - 33642200, Project - 98002).

Recommended Motion:

Approval to perform right-of-way acquisition services and to accept right-of-way options for the Big Creek Parkway Phase II TSPLOST project in an amount not to exceed \$21,600,000.00.

Presented by:

Greg Nicolas, P.E., Interim Director of Transportation



Warsaw Rd

Holcomb Bldg Rd

400

Old Alabama Rd

Phase 1

Phase 2



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 10205

MEETING DATE: December 8, 2025
DEPARTMENT: City Attorney's Report
ITEM TYPE: Closure

Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

Item Summary:

Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

Presented by:

David Davidson, City Attorney