CITY OF SOUTH FULTON, GEORGIA
South Fulton Arts Center, 4645 Butner Road, College Park, GA 30349
Tuesday, January 28, 2020, 5:00 PM

The Honorable William "Bill" Edwards, Mayor
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

COUNCIL WORK SESSION MEETING AGENDA

I. Call to Order

II. Roll Call

III. Presentations

1. City of South Fulton Zoning Ordinance Rewrite – Wood Environment & Infrastructure Solutions, Inc. (Planning)
2. City of South Fulton Draft Economic Development Strategic Plan – BAE Urban Economics (Economic Development)
3. Presentation on "Preserving the Past, Gathering the Current Community, and Teaching the Next Generation of District 4"

   Presentation by Katrina Singletary, from the Georgia State Capstone Master in Public Policy under the leadership of Dr. Joseph H. Hacker. She and students Abisola Akinkuowo and Jaleesa Harmon completed the research. It was a CDAP project funded by ARC in 2019 for District 4 to work with Georgia State to work in partnership to preserve agricultural land use, develop a farmers market and enhance an agricultural curriculum at a charter school. **(CM Gilyard)**

IV. Agenda Items

4. Council Discussion of Rescheduling or Cancelling the March Meetings, due to a lack of a possible quorum on March 10 - because Councilmembers will be attending the NLC Congressional City Conference March 8 - 11, 2020.

   The March 24th meeting is a Primary Election which is a City Holiday.

5. City of South Fulton Smart Energy Solutions – Odie Donald, City Manager

V. Executive Session (if needed)

When an Executive Session is Required, one will be called for the following issues: 1) Personnel, 2) Litigation or 3) Real Estate

VI. Adjournment of Meeting

CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION

SUBJECT: City of South Fulton Zoning Ordinance Rewrite

DATE OF MEETING: 1/28/2020

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Zoning Ordinance Rewrite	Cover Memo	1/22/2020

CITY OF SOUTH FULTON

ZONING ORDINANCE REWRITE

City Council 1.28.20

Agenda

- Zoning Rewrite Goals
- Zoning Rewrite Process To-Date
- Key Recommendations
- Next Steps
- Q & A

Zoning Rewrite Goals

- **Customize** Zoning Ordinance to meet specific needs of City of South Fulton
- **Update** for compliance with state/federal laws & to address emerging trends and local issues
- **Reorganize** ordinance for ease of use
- **Coordinate** with other planning documents

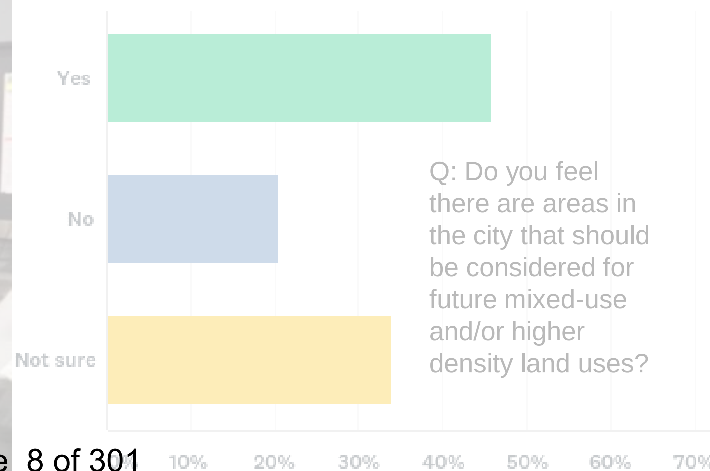
Zoning Rewrite Process

- Public Input
- Technical Analysis
- Draft Document
- Review & Adoption

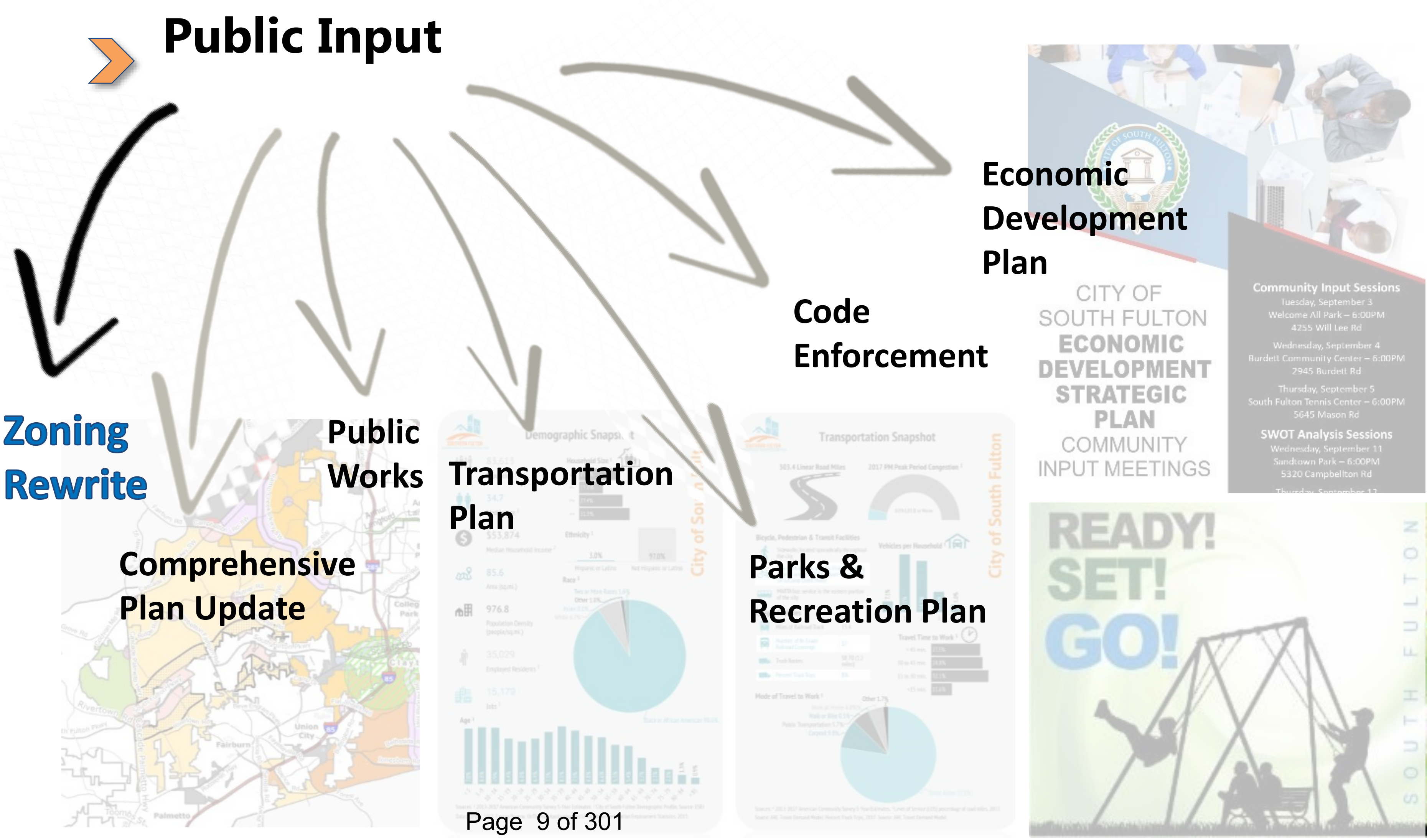
Zoning Rewrite Process

Public Input

524 public comments (from survey, comment form, and public meetings)
1 Kick-off Public Meeting with Council
1 Planning Commission Public Meeting
4 Public Workshops
9 Town Hall Meetings
10 other community meetings
(Scope included 15 meetings for the entire project)



Zoning Rewrite Process



Zoning Rewrite Process

Public Input

Technical Analysis

- Assessed **11 topics and 325 sub-categories** across the **overlay districts** for common standards that could be applied across the board, thereby streamlining the regulations; result is **focus on improved formatting** of existing standards for ease of use
- **Met with staff 13x** to review all public comments and identify/address Zoning Ordinance issues; included time with Fire and Safety, Business License, Engineering, Building Permits and Inspections, Code Enforcement, and Courts and Solicitor's Office representatives, as well as development community
- Prepared **zoning map analyses** to evaluate opportunities for consolidating districts and removing inactive districts that are not mapped
- Reviewed Zoning Ordinance (planning level review) for compliance with **State and Federal case law and regulations**

Zoning Rewrite Process

Public Input

Technical Analysis

Draft Document

34 › › › 10

Articles

New Table of Contents

1. General Provisions
2. Use of Land
3. Restrictions on Particular Uses
4. Lot & Building Standards
5. Overlay District Standards
6. Parking & Loading
7. Sign Regulations
8. Procedures & Permits
9. Appeals
10. Interpretation & Definitions

Zoning Rewrite Process

Document Framework: 10 Articles reorganized; reformat and update (as needed) content in 34 Articles

Article I **General Provisions**

Drawn from: Art. I Adoption; Art. II Purpose and Title; Art. IV General Provisions:
Sec. 4.1 Scope and Intent; Sec. 4.1.1 Other Laws Apply; Sec. 4.3 Exceptions; Sec. 4.3.1 Nonconforming Lots, Uses and Structures; Sec. 4.30 Zoning Text, District Classifications and Boundaries
Art. XXVV Interpretation, Conflicts and Enforcement, Sec. 26.2 Conflict & Sec. 26.4 Permits in Effect;
Art. XXX Validity; Art. XXXI Conflicting Resolutions Repealed; Art. XXXII Effective Date

Article II **Use of Land**

Drawn from: Art. V: AG-1 Agricultural District;
Art. VI: R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-5A
Art. VII: R-6, TR, A, A-L
Art. VIII: O-1, MIX
Art. IX: C-1, C-2
Art. X: M-1A, M-1, M-2
Art. XI: CUP, NUP, MHP, SH
Art. IV General Provisions, Sec. 4.30 Zoning Text, District Classifications and Boundaries
Appendix A – Inactive Articles

Article III **Restrictions on Particular Uses**

Drawn from: Art. IV General Provisions:
Sec. 4.2.5.B. Limitations on the Location of Outside Storage and Accessory Displays;
Sec. 4.4 Large Scale Retail/Service Commercial Structures and Developments 75,000 Square Feet or Greater; Sec. 4.12 Home Occupation; Sec. 4.16 Landfills, Transfer Stations, Quarries and/or Surface Mining Sites; Sec. 4.3.2 Model Homes; Sec. 4.5 Accessory Uses and Structures; Sec. 4.6 Refuse Areas; Sec. 4.8 Animals; Sec. 4.9 Night Sky Ordinance; Sec. 4.10 Architectural Treatment of Common Aggregate Block; Sec. 4.11 Fences and Walls;
Sec. 4.15 Noise
Art. XIX Administrative Permits, Sections 19.3.1 to 19.3.19
Art. XIX Use Permits, Sections 19.4.1 to 19.4.43

Zoning Rewrite Process

Document Framework: 10 Articles

Article IV **Lot and Building Standards**

Drawn from: Art. V: AG-1 Agricultural District
Art. VI: R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-5A
Art. VII: R-6, TR, A, A-L
Art. VIII: O-1, MIX
Art. IX: C-1, C-2
Art. X: M-1A, M-1, M-2
Art. XI: CUP, NUP, MHP, SH
Art. IV General Provisions:
- Sec. 4.2 Lot, Structure and Use Regulations
- Sec. 4.3.3 Height Limits
- Sec. 4.3.4 Minimum Building Lines
- Sec. 4.3.5 Encroachments on Public ROW
- Sec. 4.23.1 Minimum Landscape Strips and Buffers

Appendix A – Inactive Articles

Article V **Overlay District Standards**

Drawn from: Art. XII-C Cascade Corridor Overlay District
Art. XII-D Old National Highway Overlay District
Art. XII-E Sandtown Overlay District
Art. XII-K South Fulton Parkway Overlay District
Art. XII-L Cliftondale Overlay District
Art. XII-M Cedar Grove Overlay District
Art. XII-M(1) Cedar Grove Agricultural Overlay District
Art. XII-N Fulton Industrial Business District Overlay District

Article VI **Parking and Loading**

Drawn from: Art. IV General Provisions, Sec. 4.23.2 Parking Lot Landscaping
Art. XVIII Off Street Parking and Loading
Art. XIX, Sec. 19.3.6(1) Parking, Off Site and Shared

Article VII **Sign Regulations**

Drawn from: Art. XXXIII Signs
Art. XIX, Sec. 19.3.1 (1) Amateur Radio Antenna to Exceed the District Height
Art. XIX, Sec. 19.3.8 Recreational Court, Private
Art. XIX, Sec. 19.3.12 Swimming Pool, Private
Art. XIX, Sec. 19.4.2 Adult Entertainment Establishments
Art. XIX, Sec. 19.4.7 Antenna Tower and Associated Structure
Art. XIX, Sec. 19.4.8 Bed and Breakfast
Art. XIX, Sec. 19.4.14 Country Inn
Art. XIX, Sec. 19.4.28(1) Medical Related Lodging

Article VIII **Procedures and Permits**

Drawn from: Art. IV General Provisions, Sec. 4.1.3 Administrative Approval and Sec. 4.13 Outparcel Development
Art. XII-A Overlay District Authority
Art. XIX Administrative Permits and Use Permits
Art. XXIII Occupancy Certificate
Art. XXIV Plans and Inspections
Art. XXVIII Rezoning and Other Amendment Procedures
Art. XXXIV Development Regulations

Article IX **Appeals**

Drawn from: Art. IV General Provisions, Sec. 4.1.2 Judicial and Quasi-Judicial Actions
Art. XII – "Appeals" sections of Overlay Districts
Art. XX Appeals
Art. XXXIV Development Regulations, Sec. 34.3 Appeals

Article X **Interpretation and Definitions**

Drawn from: Art. III Definitions
Art. XII-A Overlay District Authority, Sec. 12.A.2.1 Definitions
Art. XXXIII Signs, Sec. 3 Definitions

Key Recommendations: ALLOWED USES

Goals:

- **All uses**: Consolidate, expand and customize uses, and present in a user-friendly table format
- **Non-residential uses**: Reduce ambiguities with classifying uses that are not expressly referenced
- **Residential uses**: Focus on enhancements to residential development standards

Key Recommendations: ALLOWED USES

Commercial:

- Update and expand **C-1** allowed uses to make them more **neighborhood-oriented**, consistent with the purpose of the district & to **differentiate between** higher intensity **C-2** uses
- Evaluate uses to support **Economic Development Plan** recommendations
- **Limit non-residential uses in MIX-CGA** to ensure allowed uses are compatible with Cedar Grove Agricultural Overlay character

Neighborhood eatery

vs.

Tire store

Key Recommendations: ALLOWED USES

Industrial:

- **Identify uses that are allowed** (by-right or with "special use" approval by City Council) **vs. only providing a list of prohibited uses** in industrial districts, to clearly and consistently show uses that are supported and to reduce need for staff interpretation

vs.

Key Recommendations: ALLOWED USES

Addressing Uses in Current Moratorium

Use	Current Requirements
Auto Repair Check Cashing Pawnshops	Allowed by right in C-2
Gas Station Extended Stay Hotels Personal Care Services (barber, beauty, nails)	Allowed by right in C-1 and C-2 (and gas stations allowed in M-1A along Fulton Industrial Blvd)
Convenience Store	Allowed in M-1A along Fulton Industrial Blvd
Group Residences	Council approval required in residential districts; distance requirement is ¼ mile from another group residence
Personal Care Homes	Council approval required in residential districts; distance requirements are: 1,000' along an Urban Minor Arterial, and ½ mile along Urban Collector or Local Street
Package Store, Tobacco Retail (with or without lounge), Gun Range, Cannabis Dispensary, Tiny Homes, and Open Air Market	Not addressed

Key Recommendations: ALLOWED USES

Addressing Uses in Current Moratorium

Use	Proposed Alternatives
Auto Repair Check Cashing Pawnshops	Change “Allowed by right in C-2” to “Allowed with Special Use Approval by Council in C-2”
Gas Station	Change “Allowed by right in C-1, C-2 and M-1A” to “Allowed with Special Use Approval by Council in C-2 and Allowed by right in M-1* with frontage on Fulton Industrial Blvd”
Extended Stay Hotels Personal Care Services (barber, beauty, nails)	Change “Allowed by right in C-1 and C-2 ” to “Allowed with Special Use Approval by Council in C-2”
Convenience Store	Change “Allowed in M-1A along Fulton Industrial Blvd” to “Allowed with Special Use Approval by Council in C-2 and M-1*”
Group Residences	Maintain current requirements (Council approval required in residential districts; distance requirement is ¼ mile from another group residence) and code enforcement efforts where rooming/boarding house uses exist
Personal Care Homes	Maintain current requirements: Council approval required in residential districts; distance requirements are: 1,000’ along an Urban Minor Arterial, and ½ mile along Urban Collector or Local Street

* *M-1A proposed to be removed and its standards consolidated with M-1; will be discussed later in the presentation*

Key Recommendations: ALLOWED USES

Addressing Uses in Current Moratorium

Use	Proposed Alternatives
Package Store	Currently not addressed; propose “Allowed with Special Use Approval by Council in C-2”
Tobacco Retail (without lounge)	
Tobacco Retail (with lounge)	
Gun Range, indoor	Currently not addressed; propose “Allowed with Special Use Approval by Council in M-1”
Gun Range, outdoor	Currently not addressed; propose to identify as a Prohibited Use **or** Allow with Special Use Approval by Council in AG-1
Open Air Market	Currently not addressed as a principal use; Propose to classify as 1. “Flea Market” and Allow with Special Use Approval by Council in C-2 and 2. “Farmers Market” and Allow with Special Use Approval in C-2, M-1 and AG-1
Cannabis Dispensary	Currently not addressed. State law strictly regulates the production, manufacturing and dispensing of low THC oil, with the following requirements to consider with respect to local land use: *state-designated universities licensed as a production facility may contract with private entities to produce low THC oil; the state is authorized to develop an annual, nontransferable dispensing license for retail outlets to dispense low THC oil to registered patients and shall ensure that retail outlets are dispersed throughout the state*
Tiny Homes	Currently not addressed; Propose to address under current standards for Accessory “Guest Houses”

Key Recommendations: ALLOWED USES

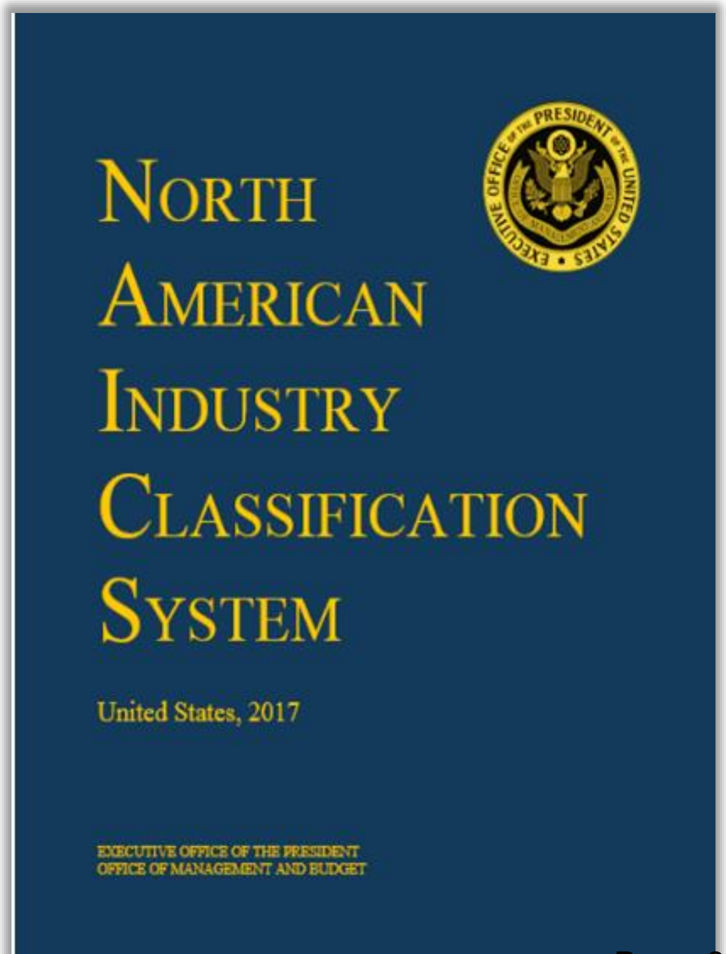
NAICS-Based Principal Use Table Format (excerpt)

New approach reorganizes uses into a single table & significantly expands use types based on NAICS business activity classifications

NAICS Ref.	Principal Uses ↓ Zoning Districts →	O-I	MIX	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	For Restrictions See Sec:
	A = Allowed *S = Allowed with Special Use Approval* *Blank = Prohibited*									
	Retail Trade									
441	**Motor Vehicle and Parts Dealers**	O-I	MIX	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	
441110	New Car Dealers (for automobiles and light trucks)									
441110	Auto Broker (no vehicles stored or for sale on site)									
441120	Used Car Dealers (for automobiles and light trucks)									
441210	Recreational Vehicle Dealers									
441222	Boat Dealers									
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers (excludes medium- and heavy-duty trucks, buses and other motor vehicles; see under Manufacturing, Wholesaling and Warehousing NAICS Ref. 423110)									
441310	Automotive Parts and Accessories Stores									
441320	Tire Dealers									
442	**Furniture and Home Furnishings Stores**	O-I	MIX-CGA	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	
442	Furniture and Home Furnishing Stores (except Wood or Ceramic Tile Flooring Stores & Antique and Used Furniture Stores; see under NAICS Ref. 444)									
443	**Electronics and Appliance Stores**	O-I	MIX-CGA	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	
443141	Household Appliance Stores									
443142	Cellular Telephone Accessories Stores (accessories only)									
517312	New Cellular Phone Telephones and Communication Service Plans (with or without accessories)									
443142	Music Stores (e.g. new records and compact discs)									
443142	Electronics Stores									
444	**Building Material and Garden Equipment and Supplies Dealers**	O-I	MIX-CGA	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	
444110	Home Centers									
444120	Paint and Wallpaper Stores									
444130	Hardware Stores									
444190	Wood or Ceramic Tile Flooring Stores									
444190	Lumber Yards, retail									

Key Recommendations: ALLOWED USES

North American Industry Classification System



- Business activity classification usually corresponds to land use type, and therefore can be **easily assigned to** appropriate **zoning districts**
- NAICS use classifications are **well defined** and a **commonly accepted standard**
- Allows a more **comprehensive list of uses**; uses can be broken down into additional subcategories
- **Addresses** frequent **need for interpretation** (e.g. "retail uses")
- Provides **better guidance** for property owners, businesses and City staff / officials
- **Facilitates occupational tax permit** (business license) application **processing**

Key Recommendations: ALLOWED USES

Sample page reflects new format and highlights potential conflicts between actual uses and intent of zoning districts based on current language in the Zoning Ordinance

NAICS Ref.	Principal Uses ↓ Zoning Districts →	O-I	MIX	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	For Restrictions See Sec:
	A = Allowed		*S = Allowed with Special Use Approval*				*Blank = Prohibited*			
Retail Trade										
441	**Motor Vehicle and Parts Dealers**	O-I	MIX	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	
441110	New Car Dealers (for automobiles and light trucks)		A	A		A	A			
441110	Auto Broker (no vehicles stored or for sale on site)		A	A		A	A			
441120	Used Car Dealers (for automobiles and light trucks)		A	A		A	A			
441210	Recreational Vehicle Dealers		A	A		A	A			
441222	Boat Dealers		A	A		A	A			
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers (excludes medium- and heavy-duty trucks, buses and other motor vehicles; see under Manufacturing, Wholesaling and Warehousing NAICS Ref. 423110)		A	A		A	A			
441310	Automotive Parts and Accessories Stores		A	A		A	A			
441320	Tire Dealers		A	A		A	A			
442	**Furniture and Home Furnishings Stores**	O-I	MIX-CGA	MIX-CGA	CUP-CGA	C-1	C-2	M-1	M-2	
442	Furniture and Home Furnishing Stores (except Wood or Ceramic Tile Flooring Stores & Antique and Used Furniture Stores; see under NAICS Ref. 444)		A	A		A	A			
443	**Electronics and Appliance Stores**	O-I	MIX-CGA	MIX-CGA	CUP-CGA	C-1	C-2			
443141	Household Appliance Stores		A	A		A	A			
443142	Cellular Telephone Accessories Stores (accessories only)		A	A		A	A			
517312	New Cellular Phone Telephones and Communication Service Plans (with or without accessories)		A	A		A	A			
443142	Music Stores (e.g. new records and compact discs)		A	A		A	A			
443142	Electronics Stores		A	A		A	A			
444	**Building Material and Garden Equipment and Supplies Dealers**	O-I	MIX-CGA	MIX-CGA	CUP-CGA	C-1	C-2			
444110	Home Centers		A	A		A	A			
444120	Paint and Wallpaper Stores		A	A		A	A			
444130	Hardware Stores		A	A		A	A			
444190	Wood or Ceramic Tile Flooring Stores		A	A		A	A			
444190	Lumber Yards, retail		A	A		A	A			

RED = Specifically identified in the current Zoning Resolution as an allowed use

GRAY = Can be interpreted as allowed due to Zoning Resolution allowing "Retail Uses" in these districts

Key Recommendations: ALLOWED USES

Recent Text Amendments:

Incorporate newly adopted standards for *party houses, food trucks, gas stations* and *convenience stores*

Key Recommendations: ALLOWED USES

Reorganize and rename uses that require an **“administrative permit”** and **“use permit”**

- **Consistent with** best planning practices and **GA Zoning Procedures Law** terminology
- **Many administrative permit uses** are **temporary special events** or **accessory uses** that would require a special event permit or no additional permit other than a building permit
- “Use permit” will be changed to “uses requiring **special use** approval”
- Specific review criteria for special use requests will be incorporated, consistent with Zoning Procedures Law

Key Recommendations: ALLOWED USES

Glossary:

Relocate regulations that are embedded in use definitions to prevent conflicts and duplication

Salvage/Storage/Junk Facility. Any use involving the storage or disassembly of wrecked or junked automobiles, trucks or other vehicles; vehicular impound lots; storage, bailing or otherwise dealing in scrap irons or other metals, used paper, used cloth, plumbing fixtures, appliances, brick, wood or other building materials; and the storage or accumulation outside of a storage building of used vehicle tires or tire carcasses which cannot be reclaimed for their original use. Such uses are storage and/or salvage facilities whether or not all or part of such operation is conducted inside or outside a building or as principal or accessory uses. The Salvage/Storage/Junk Facility is allowed in the M-1 (Light Industrial) and M-2 (Heavy Industrial) districts with a Use Permit. State approval is required for all sites utilized for reclamation and/or disposal of toxic and/or hazardous waste.

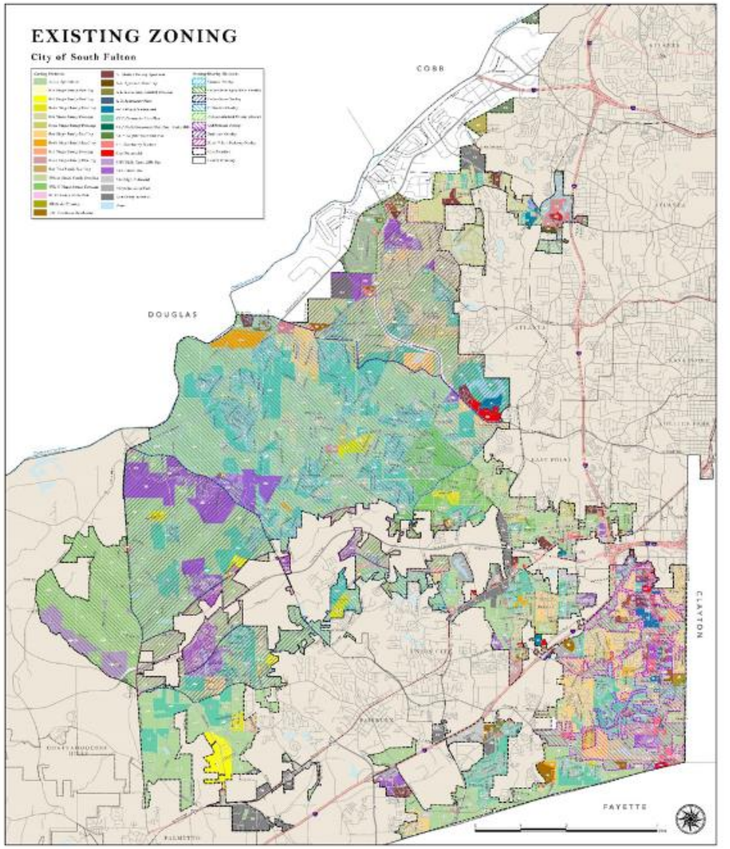
move

move

Key Recommendations: ZONING DISTRICTS

Streamline zoning districts:

- **Incorporate M-1A** industrial park standards **into M-1**; remove M-1A*****
- **Remove inactive districts** that are not on the Official Zoning Map (SUB-B and AO)
- **Move** "hidden" **MIX-CGA and CUP-CGA** districts out of the Cedar Grove Agricultural Overlay to new Art. 2 with other zoning districts
- Add language to guide **city-initiated zoning of property** that is not assigned a classification **due to historical mapping errors** (e.g. assign a default zoning category)



** City staff will prepare associated zoning map change and any other City-initiated rezonings; updated map will be adopted with the Zoning Ordinance*

Key Recommendations: OVERLAY DISTRICTS

Maintain standards, with slight modifications to facilitate desired quality of development:

- **Provide actual color palettes**, vs. just the Pantone #s, for non-residential buildings
- **Update lighting standards** to incorporate LED (as has already been done in the Sandtown Overlay) and appropriate application in commercial areas vs. residential
- **Tailor allowed and prohibited uses** in **Old National Corridor** to support potential Entertainment District; and, allow opportunity to increase building height allowance w/o variance
- **Apply new citywide standards** that are reviewed in upcoming "Development Standards" slide

CLIFTONDALE

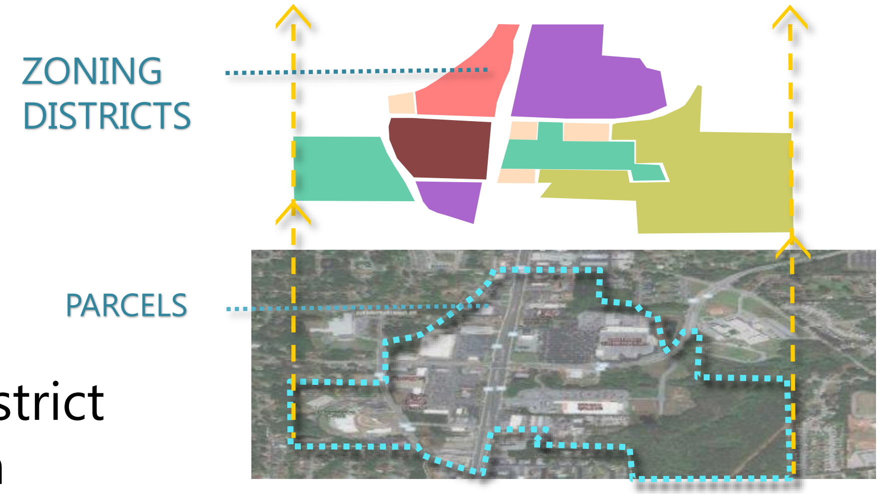
Yellow	Brown	Red	Blue	Green	Black	Gray
100C	406C	162C	270C	336C	432C	420C
101C	407C	180C	271C	348C	433C	421C
107C	408C	434C	275C	349C	432U	422C
113C	409C	435C	277C	357C	433U	423C
117C	410C	436C	278C	364C	438U	424C
120C	411C	437C	283C	365C	439U	425C
121C	438C	691C	290C	366C	440U	427C
122C	439C	697C	291C	372C	Cool Gray 11C	428C
127C	719C	1625C	317C	441C		429C
128C	720C	1635C	324C	442C		430C
134C	722C	1805C	656C	443C		431C
135C	726C	1815C	2706C	444C		Cool Gray 1C
141C	728C		2707C	445C		Cool Gray 2C
142C	Warm Gray 6C		2708C	614C		Cool Gray 3C
143C	Warm Gray 9C		2717C	615C		Cool Gray 1U
148C	Warm Gray 10C		2726C	3288C		Warm Gray 1C
149C			2727C	3298C		Warm Gray 1U
155C			2756C			Warm Gray 2U
156C			2758C			
1205C						
1215C						
1345C						
1355C						
1365C						

Key Recommendations: OVERLAY DISTRICTS

During the **Comprehensive Plan Update** and **with public input, address boundaries**:

- Cedar Grove Agricultural Overlay District & Cedar Grove Overlay modification
- New Roosevelt Highway Overlay District
- Economic Development Plan concepts for Small Area Plans

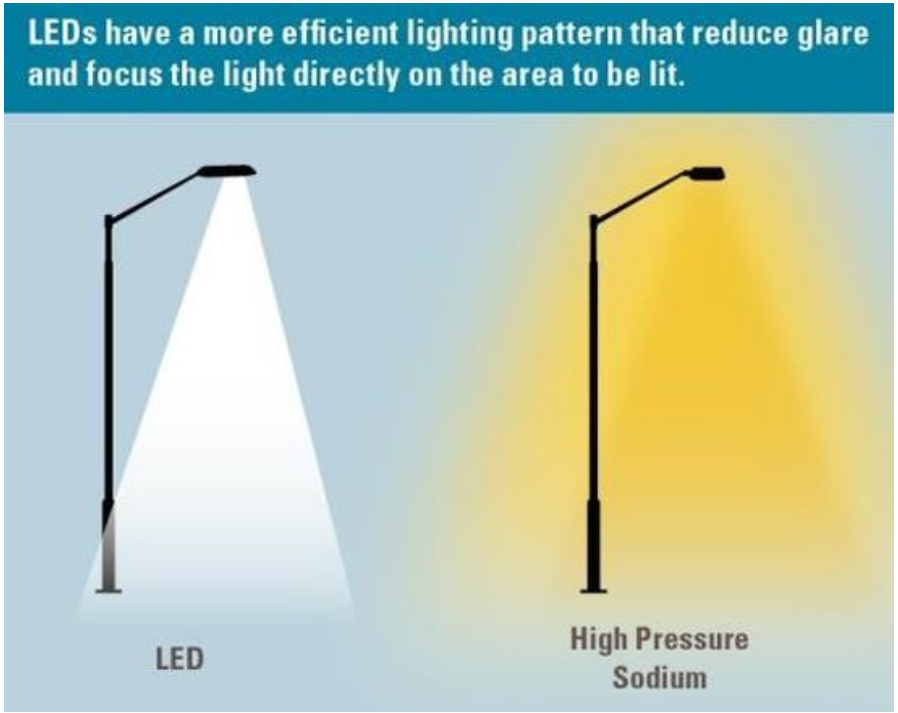
*Zoning ordinance & map **amendments** can occur **after Comprehensive Plan adoption** (10.31.21 DCA deadline)*



Key Recommendations: DEVELOPMENT STANDARDS

City-wide Standards: Lighting

- **Update Night Sky Ordinance** to incorporate **LED** and appropriate application of lighting in **commercial areas**, where low-light levels pose safety concerns, **vs. residential and agricultural**, where light pollution is a concern
- Changes will be **consistent with Overlay District** updates, including recent Sandtown amendments



Key Recommendations: DEVELOPMENT STANDARDS

City-wide Standards: Exterior Cladding

- **Prohibit vinyl** siding and **synthetic stucco** as exterior wall cladding
- Intent is to **minimize wear** and **maintenance issues** & to **protect neighborhood stability** and owner **investment**
- Requirement can be limited to detached **single-family housing or** can apply to **all dwelling** types
- Requirement can **also be limited to overlay** districts

Key Recommendations: DEVELOPMENT STANDARDS

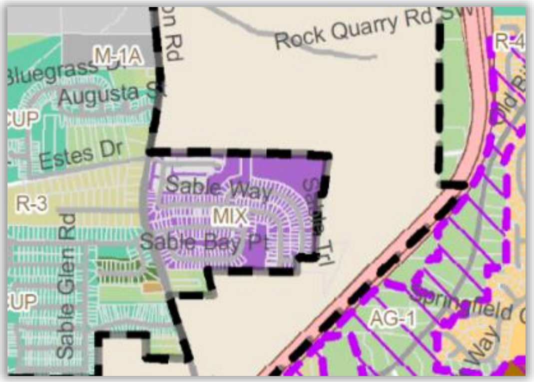
City-wide* Standards: Reflective Windows

- “**Prohibit** exterior finishes that are highly reflective, shiny, or **mirror-like materials**” (from Cascade Overlay District) on commercial buildings *outside of the overlay districts
- Mirrored windows may pose a security issue by preventing interior visibility

Key Recommendations: DEVELOPMENT STANDARDS

City-wide Standards: Buffers

- **Increase buffers between residential** development (major subdivisions) **and adjacent jurisdictions**.
- **Example:** subdivision adjacent to quarry/industrial area provided an **extra buffer** in the common/HOA owned space **adjacent to industrial property**
- Proposed as a means of addressing the fact that the City can't control the setbacks of industrial properties in adjacent cities



Key Recommendations: DEVELOPMENT STANDARDS

City-wide Standards: Setbacks

- **Stagger single-family house setbacks** a minimum of 5′ to provide perceptible change in neighborhoods with smaller lots
- Apply to **R-4, R-4A, R-5 and R-5A** districts
- Focus is on straightaways vs. cul-de-sacs and roadway curves

Key Recommendations: PROCESS & PROCEDURES

Conditional Zoning

- Provide **standards for** (and examples of) imposing **conditions of zoning** that exceed – and don't replicate – current regulations
- Conditions are only valid if they are **included in the motion** approving the rezoning
- Conditions **run with the land** and are in effect **as long as the zoning** or special use (formerly "use permit") **is in effect**; any proposed change follows the rezoning process
- **Examples:** Hours of operation; allowed land uses or activities; preservation of existing trees or planting of new trees or other vegetation; maximum building height

Key Recommendations: PROCESS & PROCEDURES

Public Participation Process Enhancements for Rezoning / Special Uses

- Require the **developer-facilitated meeting** be held **within the city limits** and **at a location approved by staff** and documented in the applicant's Public Participation Plan
- Require the applicant to **submit the Public Participation Report prior to** the **Planning Commission** meeting, NOT a week before the City Council meeting

Proposed Process*:

1. Pre-Application Meeting
2. Application Submitted (includes Public Participation Plan)
3. Completeness Review
4. Application Confirmed
5. CZIM Meeting
6. Public Participation Meeting
7. Public Participation Report to Planning Commission
8. Planning Commission Meeting
9. City Council Meeting

* *Opportunities for public input*

Key Recommendations: LEGAL CONFORMITY

Updates For Conformity with State and Federal Case Law and Regulations:

- **Telecommunication Facilities** – Add processing/review requirements for collocation and new tower applications to comply with FCC directives and State law (this is different than the Small Cell Ordinance)
- **Manufactured Homes –** Update terms, definitions and standards to be consistent with HUD requirements and State law; manufactured homes will continue to be allowed in the Manufactured Home Park District, consistent with GA Supreme Court decision
- **Signs** – Modify language, as needed, to ensure provisions are content neutral per Georgia and U.S. Supreme Court rulings
- **Nonconformities** – Per GA Supreme Court rulings, update requirements to clarify that a nonconforming use may not be expanded on the same lot and that a nonconformity may not continue after it ceases to be used, regardless of the intent of the owner to not abandon the use
- **Update Public Hearing Procedures for Zoning Decisions (rezonings and special uses)** – Georgia Supreme Court has issued several decisions over the last few years to the effect that when a zoning decision relates directly to a particular piece of property, and not the community as a whole, it is a quasi-judicial or administrative decision (like a variance). Accordingly, procedures for conducting public hearings should all be quasi-judicial and follow the process that currently applies to variances.

Key Recommendations: NEXT STEPS

Next Steps

General Benchmarks:

- January/February Target: Complete and Review Recommendations
- March Target: Finalize Text
- April Target: Adoption Process

In order for the Zoning Ordinance to be adopted in April, the following targeted dates would apply:

- March 17: Regularly Scheduled Planning Commission, Public Hearing/ Public Open House
- April 14: Council Meeting, 1st Reading / Public Hearing
- April 28: Council Meeting, 2nd Reading / Adoption

CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION

SUBJECT:	City of South Fulton Draft Economic Development Strategic Plan
DATE OF MEETING:	1/28/2020
DEPARTMENT:	City Manager

ATTACHMENTS:

Description	Type	Upload Date
City’s Draft Economic Development Strategic Plan	Cover Memo	1/22/2020

Draft Economic Development Strategic Plan

Prepared for the City of South Fulton

January 2020

January 21, 2020

Christopher Pike
Economic Development Director
City of South Fulton
5440 Fulton Industrial Blvd. SW
Atlanta, GA 30336

Dear Mr. Pike:

BAE Urban Economics is pleased to submit this draft Economic Development Strategic Plan for the city of South Fulton. This report includes an assessment of demographic and economic conditions, a discussion of special opportunity areas, a review of results of extensive community input obtained through surveys, focus groups, SWOT analysis sessions, and stakeholder interviews, and finally, an action plan for the near and long term, five years and beyond.

The recommendations in this plan are specific and include organizational roles, timeline, and guidance on implementation strategies. These recommendations are not platitudes that are unrealistic but rather steps that can be taken making full use of tools and resources that are currently available from public and private sources, supplemented by new initiatives that help set up synergistic economic growth.

Please contact me with questions or comments on this part of the plan. Thank you again for the opportunity to participate in this important work on behalf of South Fulton.

Sincerely,

Mary Burkholder
Vice President

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Helen Willis, District 3
Naeema Gilyard, District 4
Rosie Jackson, District 5
khalid kamau, District 6
Mark Baker, District 7

City Staff:
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Christopher G. Pike, Economic Development Director
Shayla Reed, Community Development & Regulatory Affairs Director

With special thanks to the City of South Fulton Economic Development Strategic Plan Steering Committee:
Shannon James, Aerotropolis Atlanta Alliance
Gerald McDowell, Aerotropolis CID
Kyana Cannon, Aerotropolis CID
Gil Prado, Fulton Industrial CID
Joddie Gray, South Fulton CID
Darris Rollins, Camp Creek Business Association
Bobbie Powell, Cascade Business & Merchants Association
Donald Winbush, Old National Merchants Association
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Stanley Knowles, Cliftondale Community Club
Debbie S. Davis, Sandtown Community Association
Joyce Armster, Old National Area Residence United
Derek Pollard, District 1 Citizen Appointment
Steve Langford, District 2 Citizen Appointment
LaShandra Little, District 3 Citizen Appointment
Sir Jose Bright, District 4 Citizen Appointment
John Jones, District 5 Citizen Appointment
Derrick Burnett, District 6 Citizen Appointment
District 7 Citizen Appointment

We also gratefully acknowledge the 664 South Fulton residents as well as the 111 business owners and representatives who responded to the 2019 community input surveys or participated in interviews. The information gathered was invaluable in the development of the action plan.

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INTRODUCTION

The City of South Fulton was incorporated from previously unincorporated land in Fulton County, Georgia in 2017. The newly established City issued an RFP for an Economic Development Strategic Plan in October 2018. In March 2019 the City commissioned BAE Urban Economics to prepare the South Fulton Economic Development Strategic Plan that would provide a framework to increase the City's tax base, enhance the local business climate, promote entrepreneurship, and help create high-paying, high-quality jobs. The study scope, as prepared by BAE, includes the following elements:

- A demographic and economic conditions assessment
- A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis informed by community input
- An industry sector analysis informed by business and resident surveys
- Strategies, goals and recommendations in an Economic Development Strategic Plan

EXECUTIVE SUMMARY

This comprehensive study provides a strategic, actionable plan for the economic development of the city of South Fulton. Our approach to developing recommendations involves using both quantitative and qualitative research methods. This report is organized into three main sections. The first section details the existing demographic, economic and real estate market conditions in South Fulton and provides projections for future growth. The second section provides the analysis of our multi-faceted approach to community input, including a summary of a resident survey, a business survey, business interviews as well as focus group and 'SWOT' analysis sessions with community members. Findings from our analysis of the data describing existing conditions and trends and our analysis of community input serves as the basis of the action plan, which is the third and final section of this report. All three sections of the report are summarized below.

Existing Conditions and Trends

- South Fulton has approximately 100,176 residents and 36,171 households, and has experienced particularly fast growth in recent years

- By 2040, South Fulton's population is expected to grow to 124,114, which would represent a 23.9 percent increase since 2019. Household growth is projected to be 29.2 percent by 2040. These rates are comparable to, but slightly lower than, rates in Fulton County and metro Atlanta

- South Fulton is comprised of a relatively larger share of family households than Fulton County and the Atlanta Metro Area, which results in relatively large average household size of 2.76. This is also reflected in the age distribution in South Fulton, where the largest age cohorts are under 18 and those aged between 35 and 44

- The fastest growing age cohort in South Fulton is comprised of residents 65 or older, with other growing age cohorts including those between ages 18 and 24, 45 and 54, and 55 and 64

- The population of South Fulton is predominantly comprised of black/African American residents (89.5 percent). Approximately 5.1 percent of residents identify as white, while 2.5 percent identify as Hispanic/Latino

- From 2010 to 2019, the number of black/African American residents in South Fulton increased by 19.3 percent, the number of white residents increased by 9.3 percent, and the number of Hispanic/Latino residents increased by 7.1 percent

- South Fulton has a larger percentage of households in middle income categories than both Fulton County and the Atlanta Metro Area, which have greater number of households in very low- and very high-income categories

- A larger portion of South Fulton homeowner households are spending more than 30 percent of their gross income on housing costs (i.e. "cost-burdened") than Fulton County or the Atlanta Metro Area. South Fulton renter households are also disproportionately cost-burdened as compared to the surrounding geographies

- Nearly 92 percent of South Fulton residents aged 25 or older have at least a high school diploma. This is comparable to the high school diploma attainment rate in Fulton County and slightly higher than that of the Atlanta Metro Area

- While slightly higher than the county, metro area and nationally, South Fulton experienced the steepest decline in unemployment, falling from 10.4 percent in 2013 to 5.2 percent in 2018

- South Fulton has a notably larger share of residents working in transportation and warehousing than surrounding geographies, and these industries also accounted for most of the job growth in the city

- Approximately half of South Fulton residents work in Fulton County. However, only 3 percent of South Fulton residents work in the City itself, while 30.6 percent work in the city of Atlanta. Approximately 26.9 percent of South Fulton workers commute from locations within Fulton County. Approximately 7.9 percent of South Fulton workers also live in South Fulton, while 9.8 percent live in Atlanta

- Approximately two-thirds of housing units in South Fulton are owner-occupied while 26.3 percent are renter-occupied. By contrast, the county and metro area have larger proportions of renter-occupied housing units, although they also have much higher rate of vacant housing units

- From 2010 to 2018 the number of owner-occupied and renter-occupied units increased while vacant units decreased in South Fulton, Fulton County and the Atlanta metro area. However, in South Fulton, the growth rate of owner-occupied units was markedly higher than in the county and metro area

- In South Fulton, nearly three quarters of market-rate multifamily rental units have two or more bedrooms, which is a much higher rate than in Fulton County and the metro area. As of the first quarter of 2019, the average rent for a two-bedroom unit in South Fulton was $1,019, as compared to $1,502 in Fulton County and $1,286 in the

Atlanta Metro Area

- From 2010 to 2018, South Fulton experienced no market-rate multifamily unit development. By contrast, Fulton County and the Atlanta Metro Area experienced significant rates of multifamily development every year from 2013 to 2018

- In South Fulton, more than 88 percent of homes sold between April 2018 to March 2019 were single family homes, while 10.4 percent were townhomes and 1.2 percent were condominiums. This is similar to the Atlanta Metro Area

- The median sale price of a single family home in South Fulton was $186,450 during the April 2018 – March 2019 period, as compared to $279,000 in Fulton County and $223,000 in the Atlanta Metro Area. The highest priced homes sold in Q1 of 2019 were in the northwest of the South Fulton

- According to CoStar, there are approximately 2.6 million square feet of retail space in South Fulton. From 2010 to 2016, retail rents in South Fulton were relatively stable; however, between 2016 and 2017, the average annual retail rent declined by 31 percent, falling from $13.56 to $9.36. In the first quarter of 2019, the average annual retail rent per square foot was lower in South Fulton ($10.44) than in Fulton County ($17.76) and in the Atlanta Metro Area ($14.40)

- Office vacancy rates in South Fulton are significantly lower than in the surrounding geographies (5.5 percent), although this also reflects the limited supply of office space in the city

- Industrial/flex rents in South Fulton fluctuated between 2010 – 2018. As of the first quarter of 2019, the average annual industrial/flex rent in South Fulton was $3.60, as compared to $5.04 in Fulton County and $4.80 in the Atlanta Metro Area. In the first quarter of 2019, South Fulton's industrial/flex vacancy rate was 10.0 percent, as compared to 5.5 percent in both the county and the metro area

- Westlake High School earned the highest Career and College Readiness Index (CCRI) Single Score in South Fulton in 2018; this score was equivalent to the median score in Fulton County as a whole. Overall, South Fulton schools performed lower on career- and college-readiness than other schools in the county. However, the graduation rate at Westlake High School and was above the median for Fulton County at 92.3 percent.

- Among South Fulton's elementary schools, seven out of 13 obtained scores at or above the county median. Two out of the five middle schools in the city performed above the county median

- While there is access to public transportation in east and north South Fulton, the central-west and southwest portions of the city lack convenient access to these services

- South Fulton residents have access to several Atlanta-region workforce development opportunities, including state and federal programs. The city of South Fulton provides business support, and will open a Small Business Resource Center & Incubator in Spring 2020

- Notable planned development in the city include a 220-apartment workforce housing project a $27 million expansion of Halpern's Steak and Seafood company manufacturing and distribution center that will support 46 new jobs, a 67,000 square foot Publix, a senior living community and a $60 million Job Corps campus

- Nine focus areas within South Fulton have been identified for development, redevelopment and/or revitalization, and are dispersed throughout the City. Each focus area is associated with projects that are either ongoing or planned for in the near to long-term future

- South Fulton's peer localities enjoy a range of economic development support. In some places, such as Union City, state-level programs (notably the Georgia State Opportunity Zone tax credit program) account for the majority of economic incentives available to businesses; others, such as College Park and Sandy Springs, offer more robust incentive programs through local economic development departments or authorities. Most municipalities offer some form of site selection assistance, though the range and type of that assistance varies

Community Input

- Residents and businesses identified the proximity to Hartsfield-Jackson Airport as the main strength of the city, as well its proximity to Atlanta and the active engagement of residents

- Residents and business were critical of number of warehouses in South Fulton, especially compared to the lack of other kinds of businesses

- Both residents and businesses identified crime as a weakness and something to be addressed, in terms of both the physical presence of crime and as a potential threat to the reputation of the city

- In general, businesses and residents see great potential for new development based on the availability of land

- Restaurants are seen as a particularly viable opportunity for the city, as the city currently lacks the kinds of restaurants residents would like to see and also because of the strength of the farming industry in the city

Action Plan: Recommendations

- The proposed Action Plan builds on the identified strengths and opportunities of the city, while also addressing weaknesses and vulnerabilities that the city is facing

- There are five overall recommendations that include both program and practice aspects. Each overall recommendation is broken down into an actionable list of specific recommendations that includes proposed lead parties for executing and implementing the item, as well as timing.

- The five overall recommendations in the Action Plan are:
    - Expand marketing and promotion of the city's business assets and development potential
    - Prime existing businesses in South Fulton for growth and expansion
    - Strengthen partnerships between city of South Fulton and the business community to augment economic development effort and address community issues
    - Work to attract more technology and professional services and other high value industries
    - Expand the city of South Fulton's economic development organization

- Recommendations are also proposed for specific sites, primarily those identified as Economic Opportunity Focus Areas. The city will incorporate these site-specific recommendations, to the extent possible, into the zoning recommendations also being put forward in January 2020

- For each site, the establishment of a Tax Allocation District (TAD) would greatly increase the odds of development or redevelopment of Economic Opportunity Focus Areas

- One notable site recommendation is regarding the construction of a permanent city hall. The city wishes to make the government offices part of a town center with mixed uses potentially including residential (medium-high density), restaurants, retail, office, and possibly a hotel and conference center. After reviewing a number of sites for the town center, a 400-acre parcel located along Camp Creek Parkway and Enon Road, that lies in both Council District 2 and District 4, would be the most suitable location for the town center

- The Town Center would be a public-private partnership (P3), that could take five plus years to fully implement. The city should consider hiring a P3 expert to advise the city on planning process and negotiating development agreements between the government and developers

- South Fulton has been notified of designation as a Main Street programs for the Red Oak Historic District and Old National Highway. Immediate steps to be taken include hiring Main Street Managers and implementing the program. Benefits include the opportunity to connect and network with other downtown and commercial district revitalization professionals from across the country

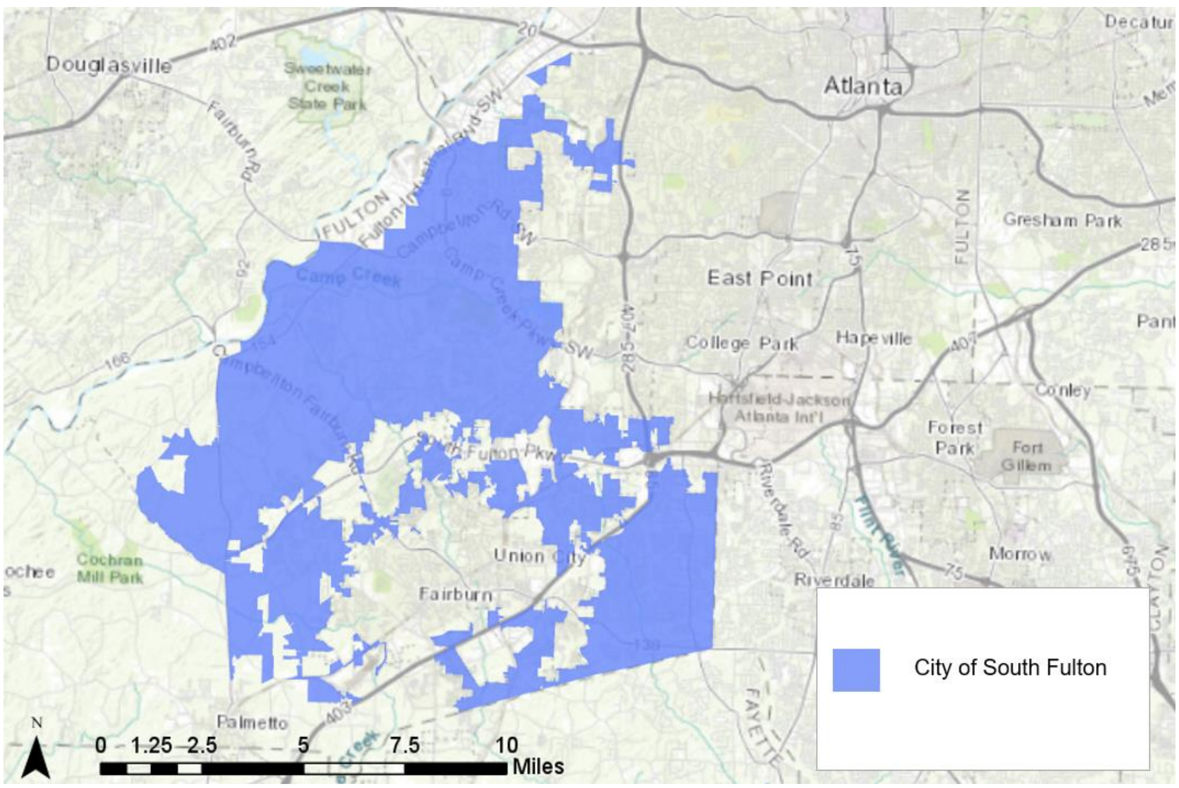
METHODOLOGY

The subsections below discuss the geographies that the analysis focuses on as well as the data sources that were used.

Geographies

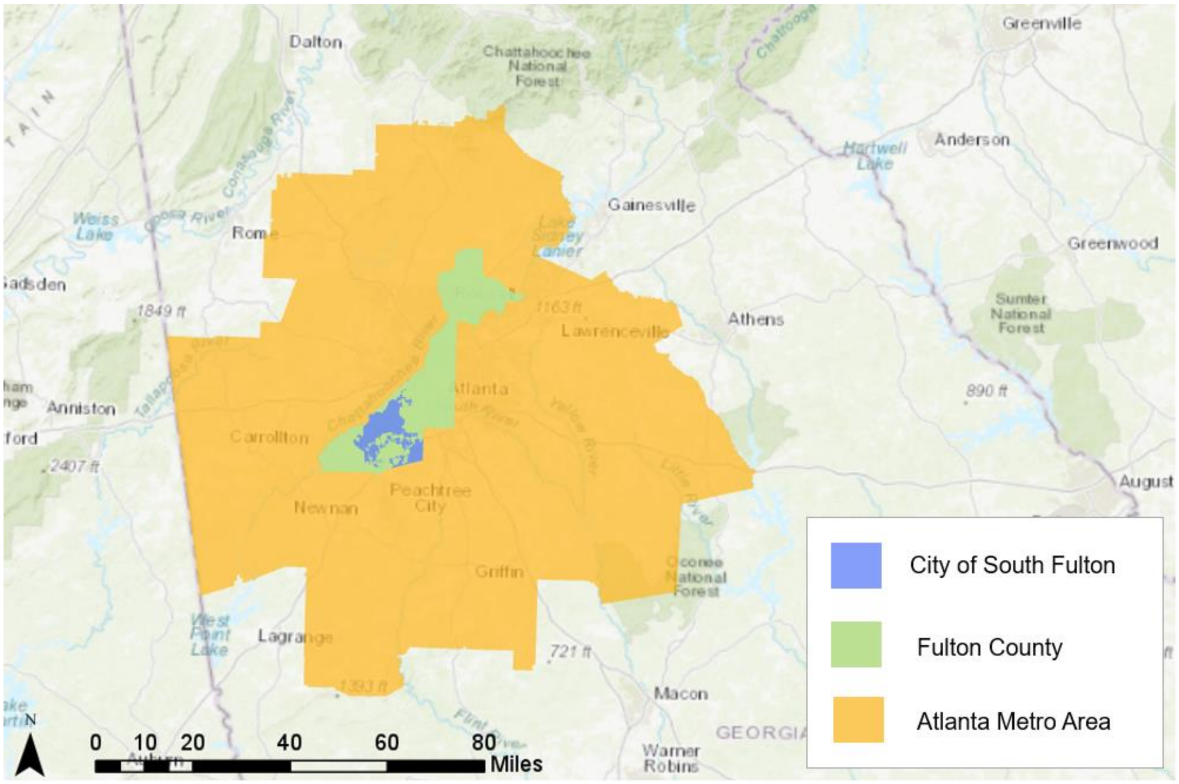
The analysis studies demographic, economic, and real estate market conditions and trends in the city of South Fulton (shown in Figure 1). For purposes of comparison, conditions and trends were also analyzed in Fulton County and the Atlanta Metro Area (shown in Figure 2). The Atlanta Metro Area consists of the 29 counties that make up the Atlanta-Sandy Springs-Roswell Metropolitan Statistical Area, which are listed in Exhibit A-1 in the Appendix.

Figure 1: City of South Fulton



Sources: City of South Fulton; Arc GIS Pro; BAE, 2019.

Figure 2: City of South Fulton, Fulton County, and the Atlanta Metro Area



Sources: U.S. Census Bureau; City of South Fulton; Arc GIS Pro; BAE, 2019.

Data Sources

BAE utilized the following data sources to complete the analysis and plan:

- **U.S. Census Bureau**: Jurisdictional boundaries were obtained from the U.S. Census Bureau Geography Program. BAE also utilized demographic data from the U.S. Census Bureau American Community Survey (ACS) as well as commute data from the U.S. Census Bureau Longitudinal Employer-Household Dynamics program (LEHD)

- **Esri Business Analyst**: Demographic data was obtained from Esri Business Analyst, a third-party tool that provides demographic, economic, and spatial data which is verified against U.S. Census data as well as other public sources

- **Georgia Department of Labor:** Information about South Fulton's top employers was obtained from the Georgia Department of Labor

- **Atlanta Regional Commission**: Population, household, and employment growth projections for the city of South Fulton, Fulton County, and the Atlanta region are based on the most recent projections published by the Atlanta Regional Commission (ARC)

- RealtyTrac: Estimated home foreclosure Rates for South Fulton, Fulton County, and the Atlanta metro area were obtained from RealtyTrac, a real estate information company and an online marketplace for foreclosed and defaulted properties

- CoStar: Data about multifamily rental housing, retail and office inventory, rents, vacancy rates, and absorption rates were obtained through CoStar, a third-party provider of real estate market data

- CoreLogic Group: Data about home sales were obtained from CoreLogic, a third-party vendor of property sales data. BAE purchased the CoreLogic data sets from DQNews, an aggregator of CoreLogic data sets

EXISTING CONDITIONS AND TRENDS

Demographic and Economic Conditions and Trends

The following section reviews demographic conditions and trends in South Fulton, Fulton County, and Atlanta Metro Area. This includes information about population and households, household composition, age, race/ethnicity, educational attainment, household income, housing cost burdens, resident employment and commute patterns, and local jobs.

Population and Households

As shown in Table 1, the city of South Fulton has approximately 100,176 residents and 36,171 households. From 2010 to 2019, the city's population grew by 19 percent. This population growth rate is notably higher than that of Fulton County and the Atlanta Metro Area during the same period, which experienced population growth rates of 15.2 percent and 13.2 percent, respectively. South Fulton's household growth rate during the 2010 – 2019 time period was 17.8 percent, as compared to 16.1 percent in the county and 12.9 percent in the Atlanta Metro Area.

The average household size in South Fulton is 2.76, which is larger than the average household in Fulton County (2.35) and the Atlanta Metro Area (2.69). From 2010 to 2019, the average household size grew in all three geographies.

Table 1: Population and Households, 2010 – 2019

Population	2010	2019	% Change 2010-2019
South Fulton (a)	84,211	100,176	19.0%
Fulton County (b)	920,581	1,060,373	15.2%
Atlanta Metro Area (c)	5,286,728	5,986,262	13.2%
Households	**2010**	**2019**	**% Change 2010-2019**
South Fulton	30,694	36,171	17.8%
Fulton County	376,377	436,970	16.1%
Atlanta Metro Area	1,943,885	2,195,115	12.9%
Average Household Size	**2010**	**2019**	
South Fulton	2.73	2.76	
Fulton County	2.36	2.35	
Atlanta Metro Area	2.68	2.69	

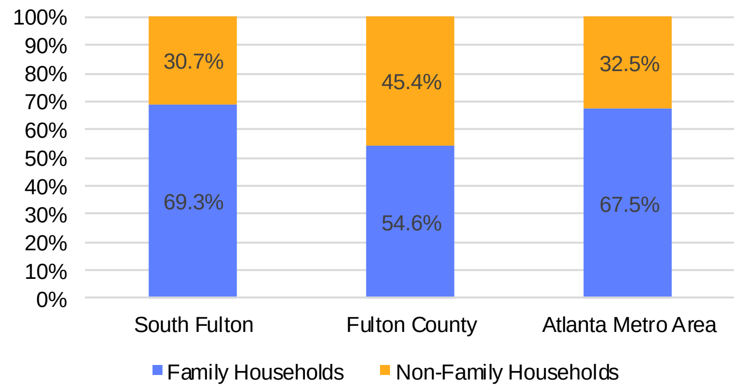
Notes:
(a) City of South Fulton, Georgia. Boundaries obtained through Fulton County GIS Portal.
(b) Fulton County, Georgia. U.S. Census Bureau.
(c) Atlanta-Sandy Springs-Roswell, GA Metropolitan Statistical Area. U.S. Census Bureau.

Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Household Composition

As illustrated by Figure 3, over 69 percent of households in South Fulton are comprised of families. In contrast, only 54.6 percent of households in Fulton County are family households. The breakdown of family households versus non-family households in the Atlanta metro area is comparable to that of South Fulton, where 67.5 percent of households are family households. This is likely driven by the fact that a significant portion of Fulton County is comprised of urbanized areas likely to attract young people and single-person households, while the metro area contains a larger share of suburban areas that are likely to attract families.

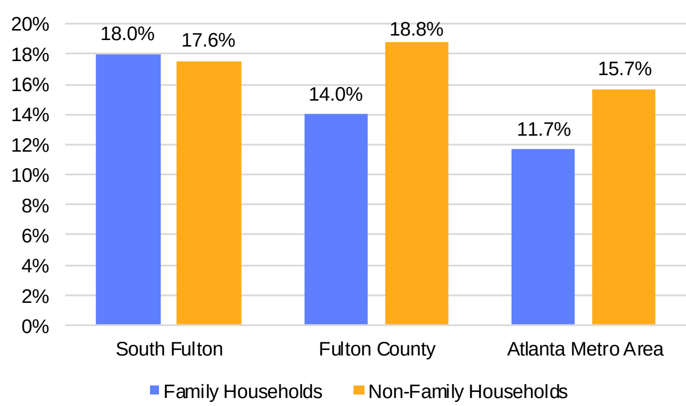
Figure 3: Household Composition, 2019



Sources: Esri Business Analyst; BAE, 2020.

As shown in Figure 4, from 2010 to 2019, family households and nonfamily households in South Fulton grew at almost the exact same rate (between 18 and 17.6 percent). In contrast, in both Fulton County and the Atlanta metro area, nonfamily households grew at significantly higher rates than family households.

Figure 4: Percent Change in Number of Households by Household Composition, 2010 – 2019

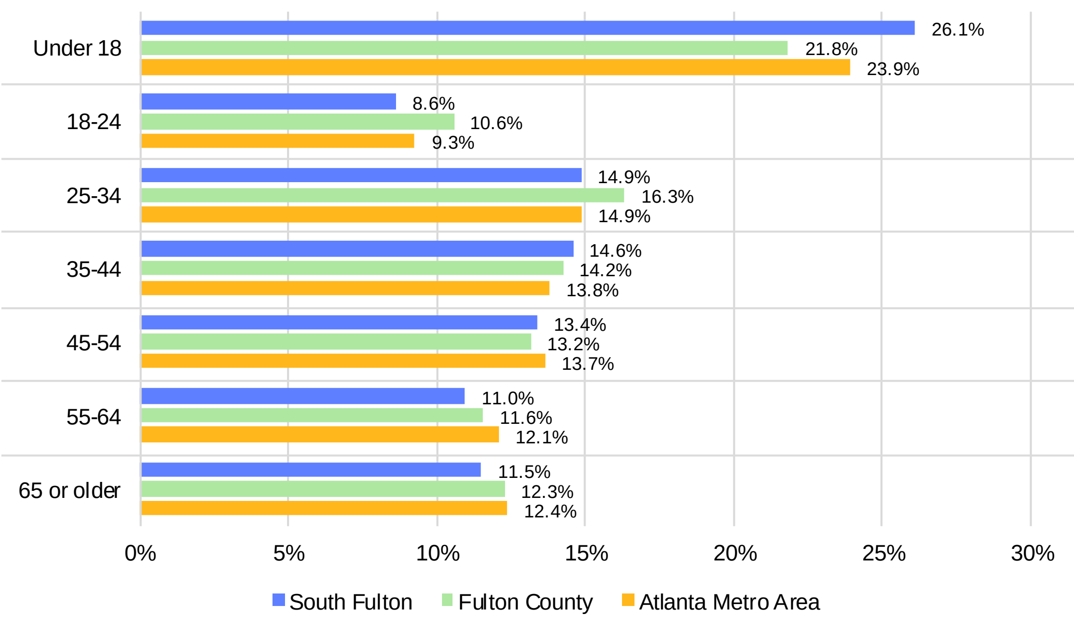


Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Age

Figure 5 illustrates the breakdown of the population of each geography by age group. In South Fulton, 26.1 percent of residents are under the age of 18, as compared to 21.8 percent of residents in Fulton County and 23.9 percent of residents in the Atlanta Metro Area. South Fulton also has a slightly larger share of residents aged 35 to 44 than the county and metro area. South Fulton's relatively large proportions of children and adults aged 35 to 44 is attributable to the city's relatively large share of family households.

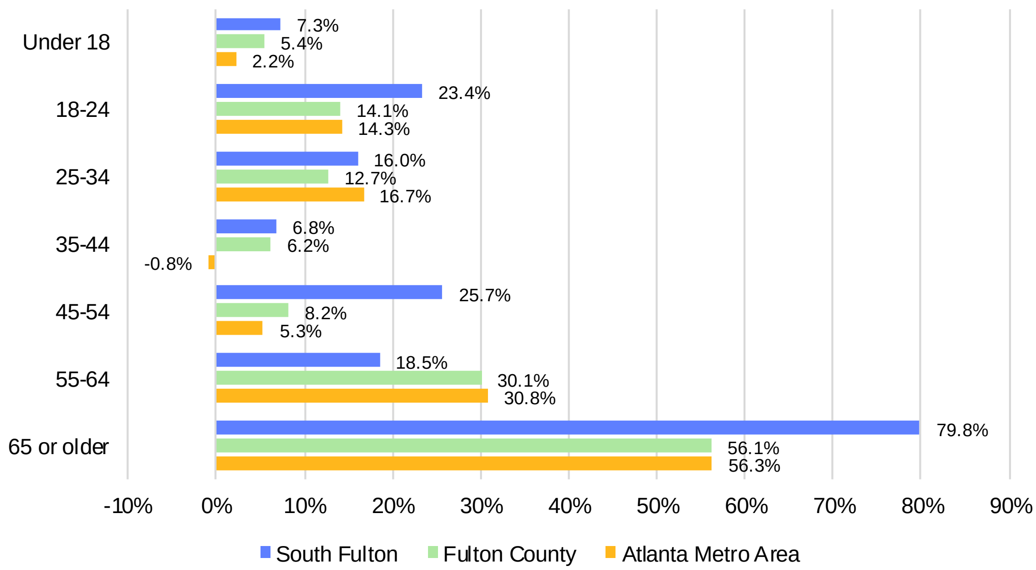
Figure 5: Age Distribution, 2019



Sources: Esri Business Analyst; BAE, 2020.

Figure 6 illustrates the percent change in residents by age group from 2010 to 2019. The city of South Fulton experienced population growth across all age groups during this period. The city's fastest-growing age cohort is comprised of residents aged 65 or older (68.5 percent growth). Other age groups that experienced relatively high growth during this period are 18 to 24 (24.0 percent growth) and 45 to 54 (22.0 percent growth), and 55 to 64 (18.2 percent growth).

Figure 6: Percent Change in Population by Age Group, 2010 – 2019

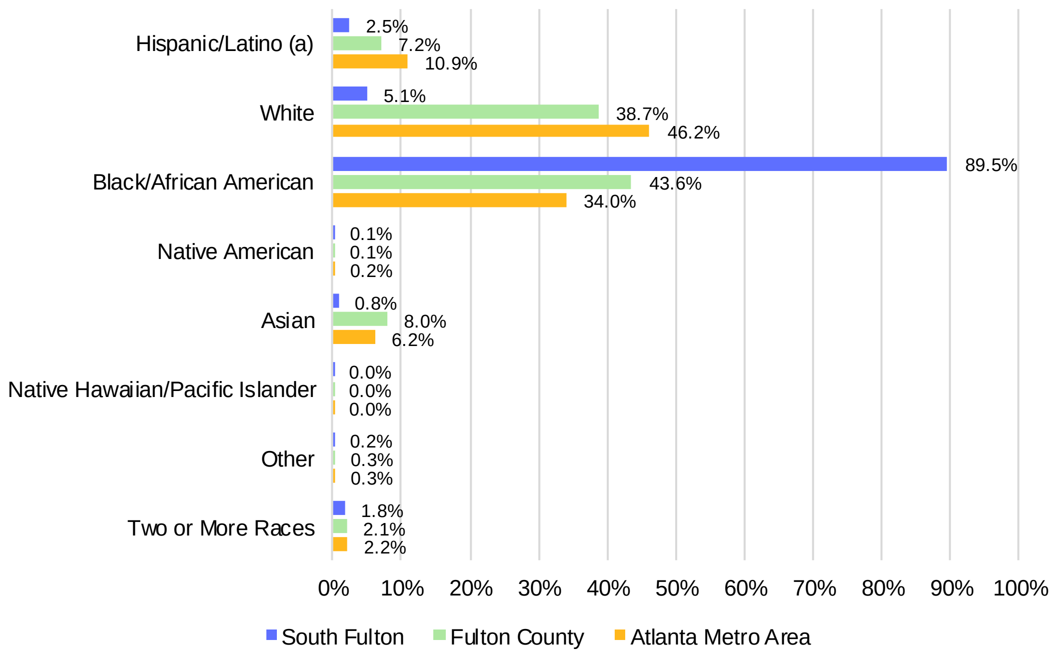


Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Race and Ethnicity

Figure 7 illustrates the population distribution by race and ethnicity in all three geographies. South Fulton is predominantly black/African-American (89.5 percent). Approximately 5.1 percent of residents identify as white, while 2.5 percent identify as Hispanic/Latino.

Figure 7: Race and Ethnicity, 2019

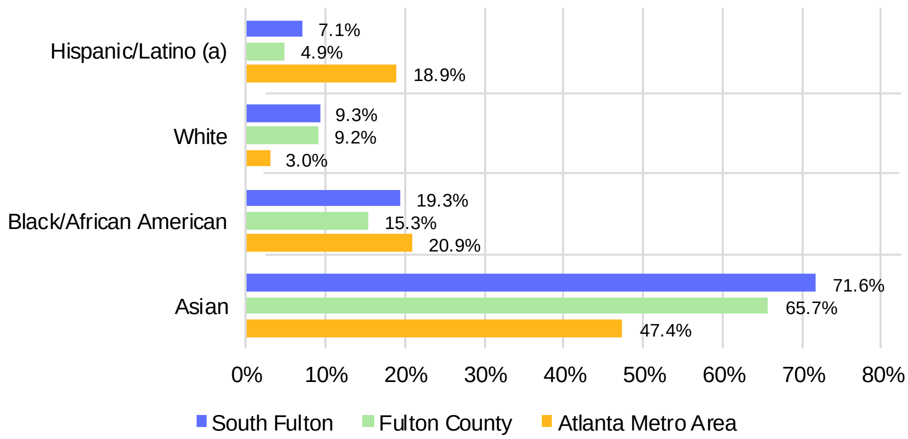


Notes:
(a) Includes all races for those of Hispanic/Latino background.

Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Figure 8 shows the percent change in residents by race and ethnicity from 2010 to 2019 for major racial/ethnic groups.[1] In South Fulton, the Asian population grew by 71.6 percent; however, this group only comprised 0.8 percent of South Fulton residents in 2019 and so the actual increase in the number of Asian residents is minimal. From 2010 to 2019, the number of black/African-American residents in South Fulton increased by 19.3 percent, the number of white residents increased by 9.3 percent, and the number of Hispanic/Latino residents increased by 7.1 percent. This shows South Fulton is becoming increasingly ethnically and racially diverse.

Figure 8: Percent Change in Population by Race/Ethnicity, 2010 – 2019



Notes:
Only includes race/ethnicity groups that comprise at least three percent of the population in at least one geography.
(a) Includes all races for those of Hispanic/Latino background.

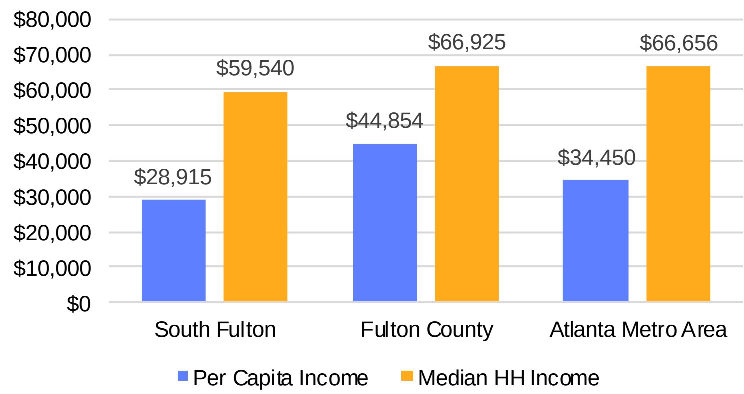
Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

[1] Major racial/ethnic groups are defined as groups that comprise at least three percent of the population in at least one of the three geographies.

Income

As shown in Figure 9, the per capita income in South Fulton is $28,915, which is 33.5 percent lower than that of Fulton County as a whole ($44,854) and 13.4 percent lower than that of the Atlanta Metro Area ($34,450). South Fulton's median household income is $59,540. While this is lower than the median household incomes of the county ($66,925) and the metro area ($66,656), the income gap between South Fulton and the surrounding geographies is less pronounced with respect to household incomes than it is with respect to per capita incomes. This is driven by the relatively large proportion of family households in South Fulton, which results in fewer single-earner households.

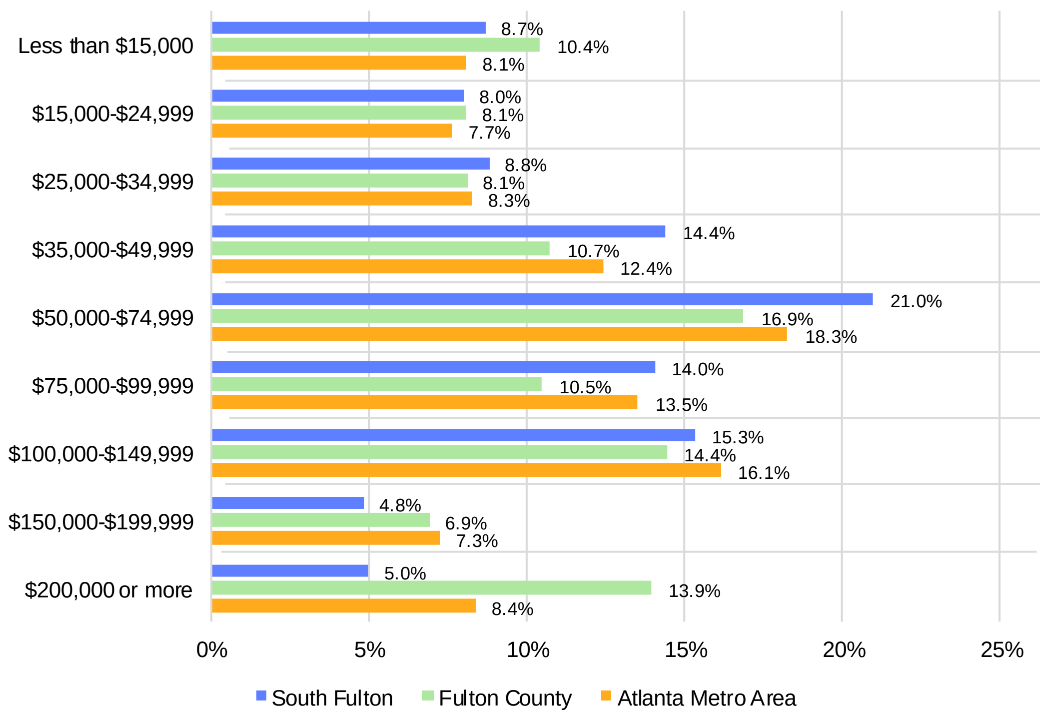
Figure 9: Per Capita Income and Median Household Income



Sources: Esri Business Analyst; BAE, 2020.

As shown in Figure 10, while half (50.3 percent) of South Fulton households earn between $50,000 and $150,000 annually, as compared to 41.8 percent of Fulton County households and 47.9 percent of Atlanta metro area households, South Fulton has a smaller proportion of households that earn more than $150,000 annually as compared to the surrounding geographies. However, Fulton County has a larger percentage of households earning less than $15,000 annually than the city of South Fulton or the metro area. In addition, while all three geographies have similar numbers of households earning between $15,000 and $34,999, South Fulton has a greater number of households earning between $35,000 and $49,999. Therefore, South Fulton has a larger percentage of households in middle income categories than both Fulton County and the Atlanta metro area, which have greater number of households in very low- and very high-income categories.

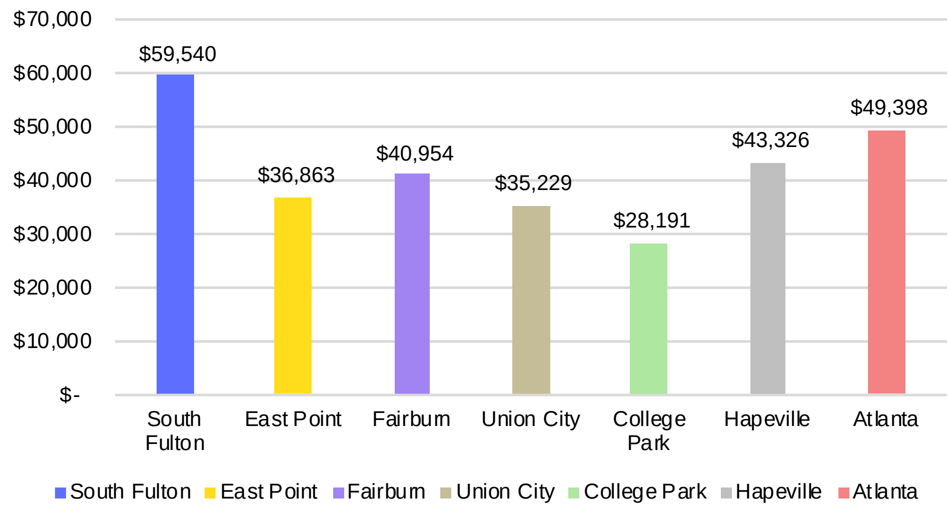
Figure 10: Household Income Distribution, 2019



Sources: Esri Business Analyst; BAE, 2020.

The median household income in South Fulton is notably higher than peer cities in the Atlanta metro area. The median household income in South Fulton is over $10,000 higher than in the city of Atlanta, Hapeville, College Park, Union City, Fairburn, and East Point. This is shown in Figure 11.

Figure 11: Median Household Income of Peer Regional Cities, 2018



Source: City of South Fulton; BAE 2020

Poverty Rates

As shown in Table 2, approximately 12.2 percent of households in South Fulton are below the poverty line (3,815 households). South Fulton's poverty rate is slightly lower than that of Fulton County (14.0 percent) and the Atlanta metro area (12.5 percent).

Table 2: Poverty Rates, 2013 – 2017 Five-Year Sample Data

Geography	# of HHs with Income Below Povery Line	Total # of HHs (a)	% of HHs in Poverty
South Fulton	3,850	31,662	12.2%
Fulton County	54,843	391,850	14.0%
Atlanta Metro	253,099	2,029,045	12.5%

Notes:
(a) Includes only the households for which income data are known.

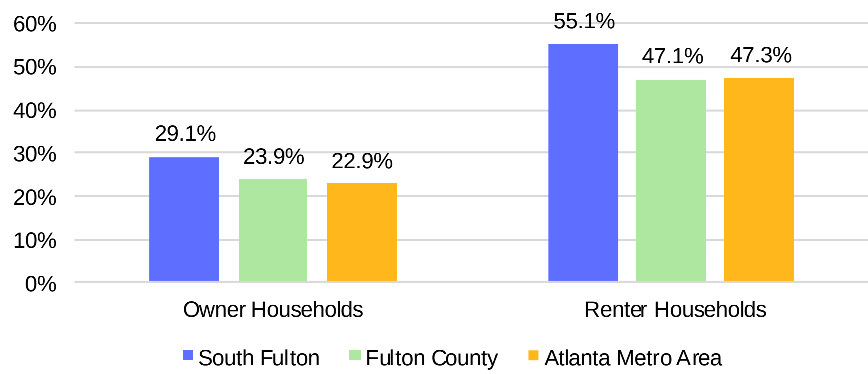
Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Housing Cost Burdens

According to criteria defined by the U.S. Department of Housing and Urban Development (HUD), a household is considered housing cost-burdened if it spends more than 30 percent of its gross income on housing costs. For renters, this includes rent and utilities; for homeowners this includes mortgage payments, property taxes, insurance, and other associated costs.

Figure 12 indicates the percentage of households that are cost-burdened by tenure in each geography. In South Fulton, approximately 29.1 percent of homeowner households are housing cost-burdened, as compared to 23.9 percent of Fulton County homeowner households and 22.9 percent of Atlanta metro area households. South Fulton renter households are also disproportionately cost-burdened as compared to the surrounding geographies. Approximately 55.1 percent of renter households in South Fulton are cost-burdened, as compared to 47.1 percent of renter households in Fulton County and 47.3 percent of renter households in the Atlanta metro area.

Figure 12: Cost-Burdened Households by Tenure, 2013 – 2017 Five-Year Data



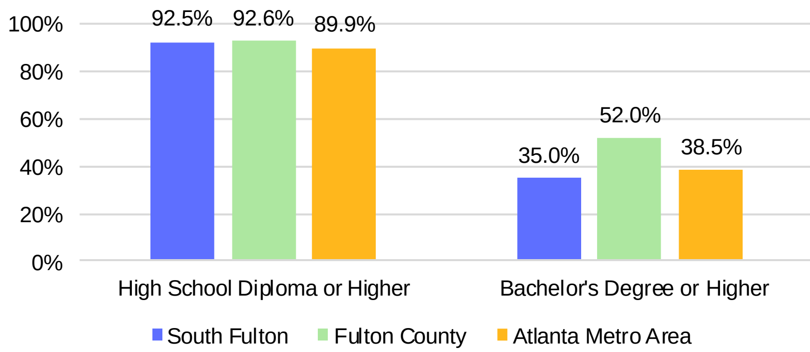
Note: "Cost-burdened" households are those which pay at least 30% of their income in rent or homeowner costs.

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data;
Esri Business Analyst; BAE, 2020.

Educational Attainment

As shown in Figure 13, over 92 percent of South Fulton residents aged 25 or older have at least a high school diploma. This is comparable to the high school diploma attainment rate in Fulton County (92.6 percent) but slightly higher than that of the Atlanta metro area (89.9 percent). Approximately 35 percent of South Fulton residents aged 25 or older hold a bachelor's degree or higher; this is significantly lower than in Fulton County (52 percent) and slightly lower than in the metro area (38.5 percent).

Figure 13: Educational Attainment Rates, Residents Aged 25 or Older, 2019



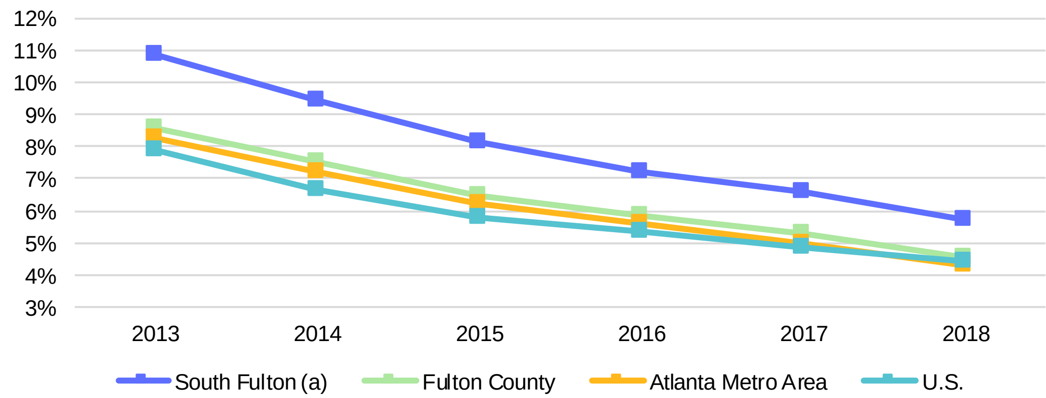
Note:
Universe is population age 25 or older. "High School Diploma or Higher" includes GED/high school equivalency.

Sources: Esri Business Analyst; BAE, 2020.

Resident Unemployment

Figure 14 illustrates the annual unemployment rates from 2013 to 2018 in South Fulton, the county, the metro area, and in the nationally. The unemployment rate declined significantly in all four geographies over the six-year time period, and the steepest decline was in South Fulton. As of 2018, the unemployment rate in South Fulton was 5.2 percent (as compared to 10.4 percent in 2013). In the county, metro area, and U.S., the 2018 unemployment rates were between 3.8 and 4.0 percent.

Figure 14: Unemployment Rate, 2013 – 2018



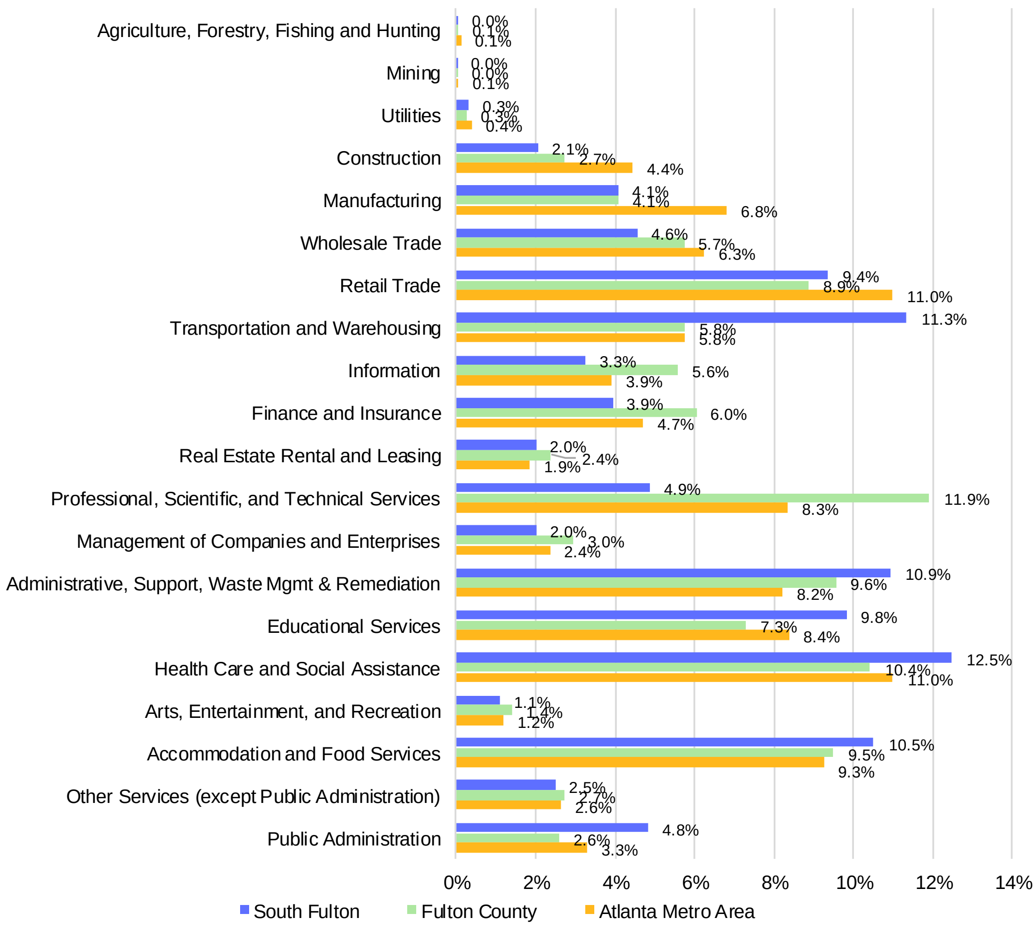
Notes:
(a) South Fulton unemployment rate reflects balance of Fulton County after subtracting Atlanta and other cities and towns for which BLS reports unemployment.

Source: Bureau of Labor Statistics; BAE 2020.

Resident Employment

Figure 15 illustrates the industries of employed residents in South Fulton, Fulton County, and the Atlanta metro area in 2017. The sectors with the largest proportions of employed South Fulton residents are health care and social assistance (12.5 percent), administrative, support, waste and management and remediation (10.9 percent), educational services (9.8 percent), transportation and warehousing (11.3 percent), accommodation and food services (10.5 percent), and retail trade (9.4 percent). As compared to the county and metro area, South Fulton has notably larger proportions of residents employed in transportation and warehousing, healthcare and social assistance, and public administration, as well as notably smaller proportions of residents employed in professional, scientific, and technical services.

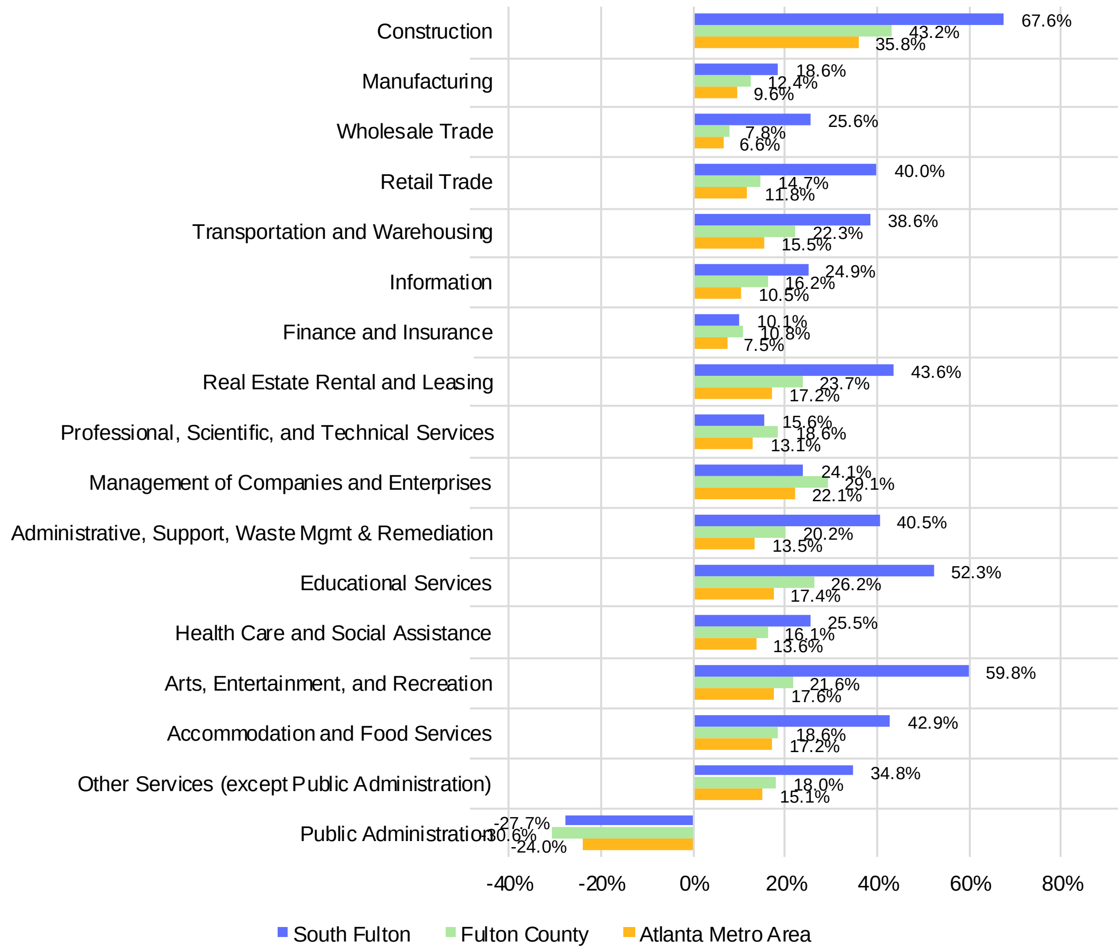
Figure 15: Resident Employment, 2017



Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Figure 16 shows the percent change in the number of employed residents in top industries[2] in South Fulton, Fulton County, and the Atlanta metro area from 2013 to 2017. In South Fulton, resident employment in nearly every job sector increased significantly during this period, with the exception of educational services and public administration. These high growth rates are driven by South Fulton's relatively high rates of population growth in recent years.

Figure 16: Change in Resident Employment by Industry, 2013 – 2017



Note: Excludes industries employing less than 0.5% of residents in any geography in 2017.

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

[2] Top industries are considered those that employ more than 0.5 percent of employed residents in at least one of the three geographies.

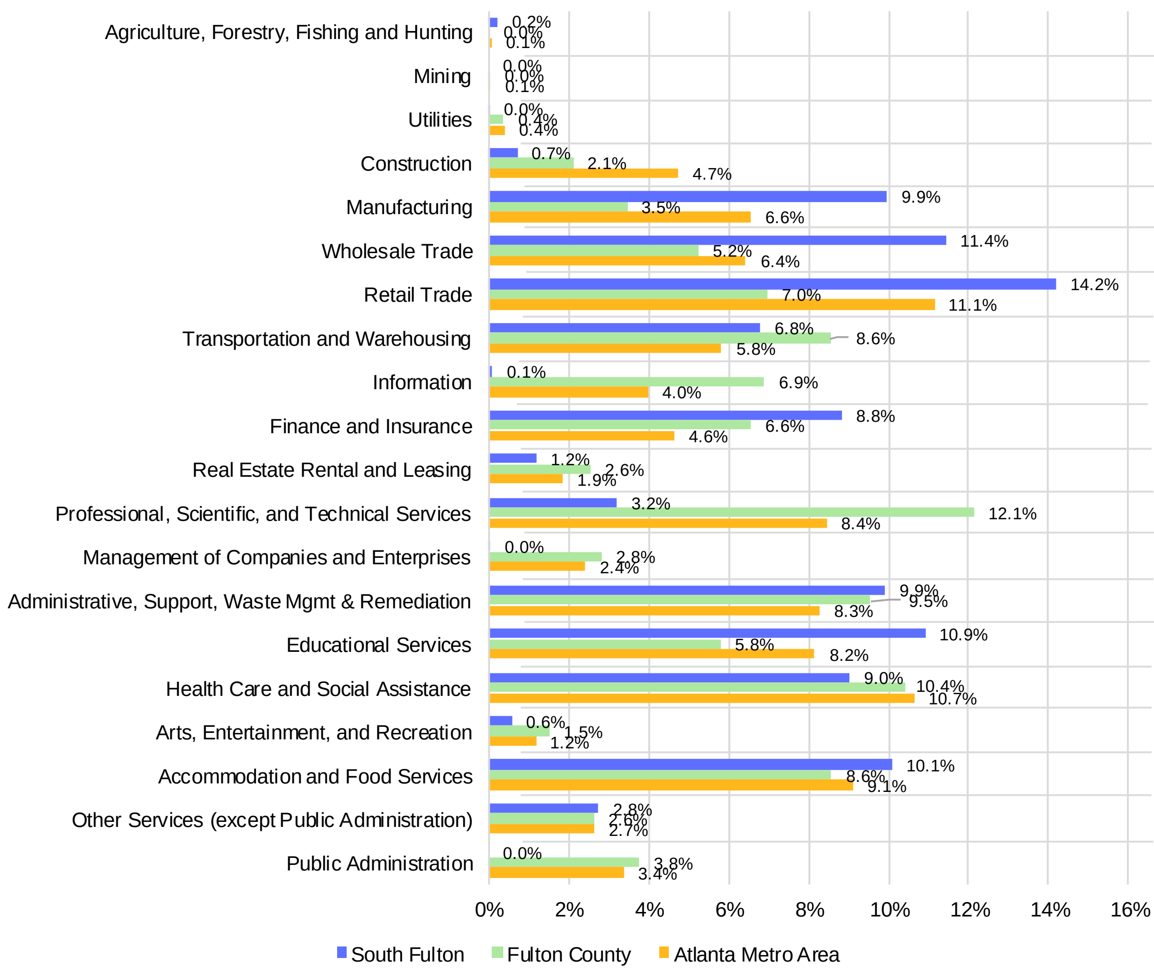
Jobs

The following section discusses local jobs within the boundaries of each geography. This includes information about the percent distribution of jobs by industry, changes in local jobs by industry over time, and a summary of major employers in South Fulton.

<u>Jobs by Industry</u>

Figure 17 shows the distribution of local workers by industry in South Fulton, Fulton County, and the Atlanta metro area in 2017. Over 14 percent of jobs in South Fulton are in the retail sector, compared to 7 percent in Fulton County and 11.1 percent in the Atlanta metro area. South Fulton's second-largest industry is the wholesale trade industry, which employs 11.4 percent of South Fulton's workers as compared to 5.2 percent of Fulton County workers and 6.4 percent of Atlanta Metro Area workers. Other sectors that constitute relatively large proportions of South Fulton's total jobs include finance and insurance (8.8 percent of jobs), and accommodation and food services (10.1 percent).

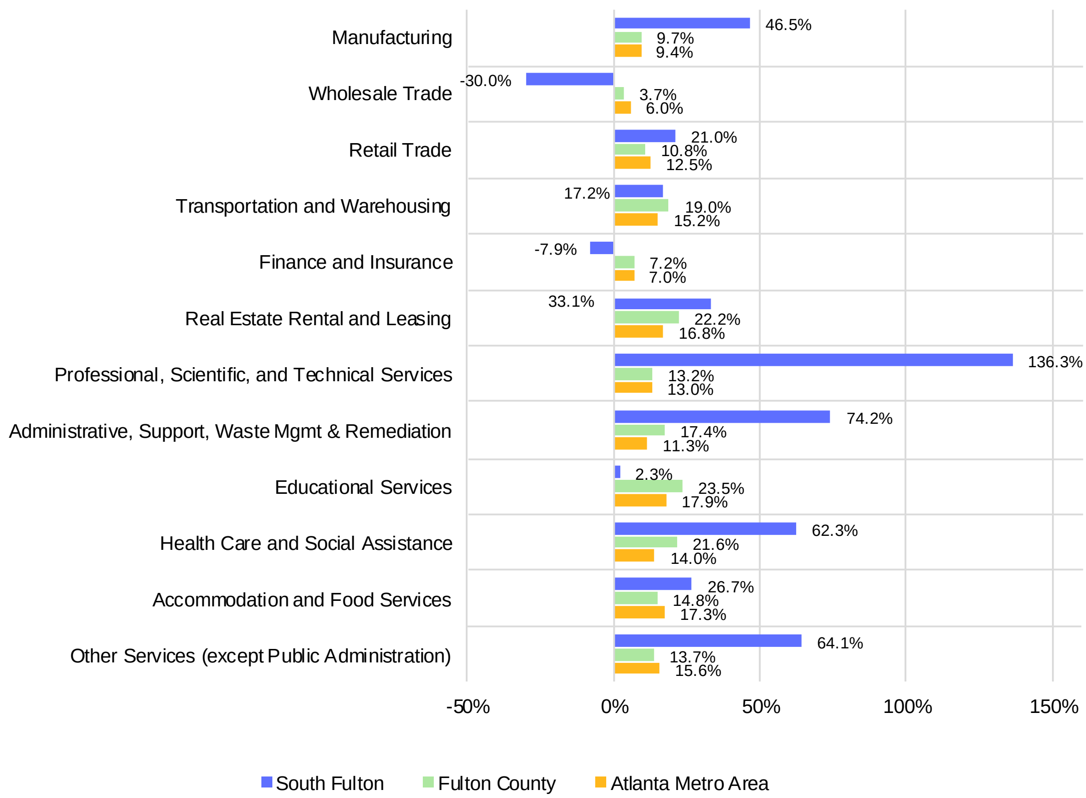
Figure 17: Worker Jobs by Industry, 2017



Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Figure 18 illustrates the percent change in jobs in top industries[3] in each geography from 2013 to 2017 by sector. In South Fulton, the industries that experienced the most job growth during this period included professional, scientific, and technical services (136.3 percent growth); administrative, support, waste management and remediation (74.2 percent growth); and other services (64.1 percent growth). Although the growth in professional, scientific, and technical services jobs reflects the relatively low number of jobs in the sector as an overall share off South Fulton jobs. The number of jobs grew from 199 to 471 in that sector between 2013 and 2017.

Figure 18: Percent Change in Workers by Industry, 2013 – 2017



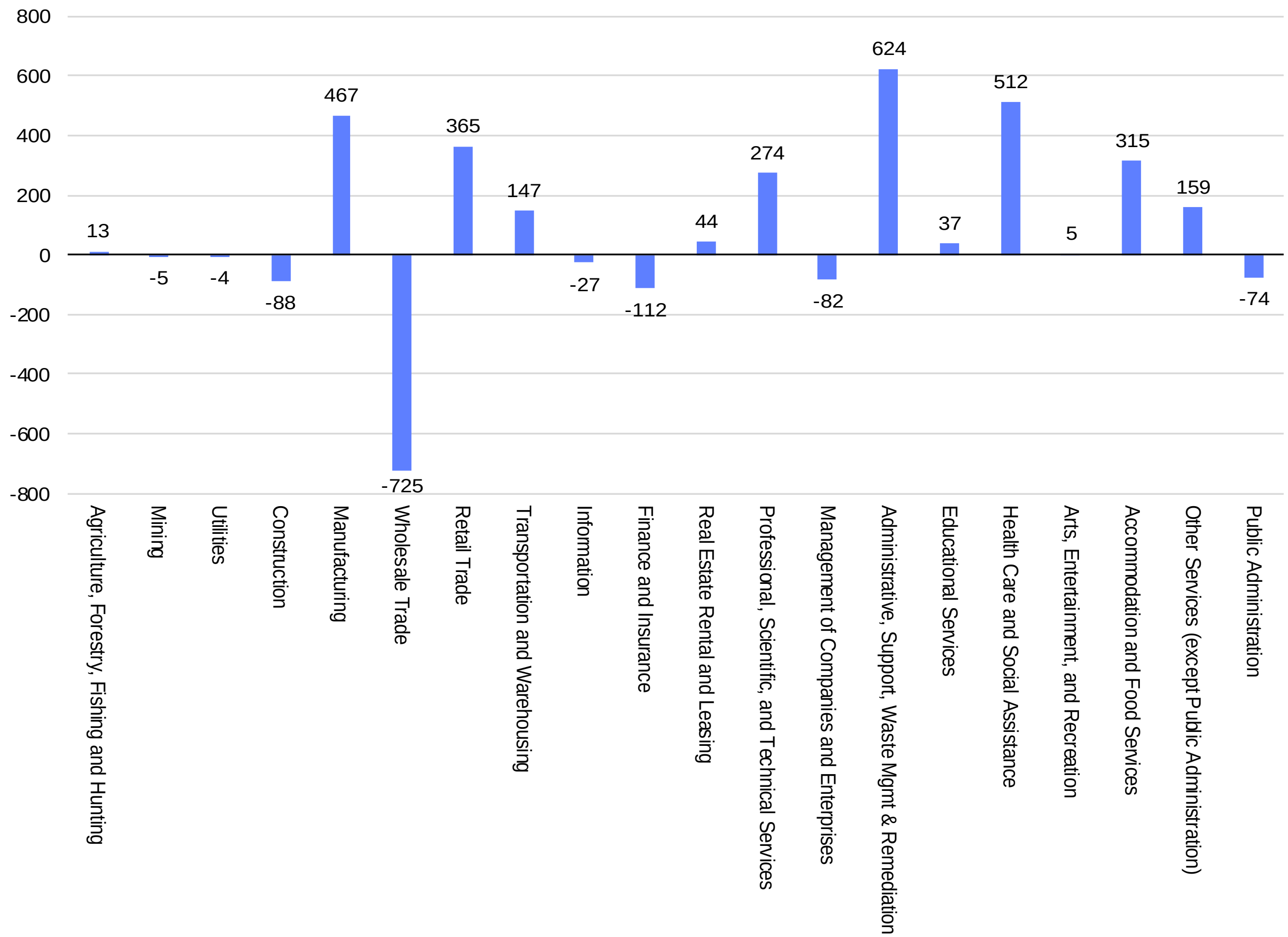
Note: Excludes industries that employed less than 0.5% of workers in all geographies in 2017.

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Figure 19 shows the change in number of jobs in each sector over the 2013 – 2017 time period. The administrative, support, waste management and remediation sector gained the most jobs (624 jobs). Other industries that gained relatively large numbers of jobs include health care and social assistance (489 jobs), manufacturing (467 jobs), and retail trade (365 jobs).

[3] Top industries are considered those that account for more than 0.5 percent of jobs in at least one of the three geographies.

Figure 19: Change in Workers by Industry in South Fulton, 2013 – 2017



Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Major Employers

Table 3 provides a list of South Fulton's major employers. The largest private employers include Bank of America, Walmart Supercenter, Kroger, and Home Depot (categorized by the Bureau of Labor Statistics as retail businesses); United Natural Foods (categorized as a wholesale business); Miller Zell (categorized as a professional services business); and World Changers Church International (categorized as "other services except for public administration"). Additionally, there are a variety of relatively large public sector organizations; most of these are schools (categorized as educational service providers).

Table 3: Major Employers in South Fulton, 2019

Employer	**Size Range** (a)
Private/Nonprofit Sector	
Bank of America (b)	1,000 +
Walmart Supercenter (c)	250 to 499
World Changers Church International	250 to 499
United Natural Foods	250 to 499
Miller Zell, Inc.	250 to 499
Publix Super Market	250 to 499
Kroger	100 to 249
Kroger Phrmacy (d)	100 to 249
Home Depot	100 to 249
Public Sector	
Sandtown Middle School	250 to 499
Evoline C. West Elementary School	100 to 249
Camp Creek Middle School	100 to 249
Ronald E. McNair Middle School	100 to 249
Creekside High School	100 to 249
Cliftondale Elementary School	100 to 249
Atlanta Youth Development Center	100 to 249
South Fulton Police Department (e)	100 to 249
Bear Creek Middle School	100 to 249
S.L. Lewis Elementary School	100 to 249
Mary M. Bethune Elementary School	100 to 249
Heritage Elementary School	100 to 249
Oakley Elementary School	100 to 249
A. Philip Randolph Elementary	100 to 249
Westlake High School	100 to 249

Notes:
(a) Size information drawn from Employer Profiles obtained through Georgia Labor Market Explorer, Georgia Department of Labor. May not reflect current employment totals.
(b) As reported by the City of South Fulton in the Georgia Power/Esri City Snapshot
(c) Two Walmart Supercenter locations exist in South Fulton, each in the 250-499 employee range.
(d) Located at same address as Kroger, above.
(e) Appears in Labor Market Explorer as Fulton County Police Southside.

Sources: Georgia Department of Labor; City of South Fulton;
BAE, 2020.

Commute Patterns

The following section reviews commute flow data, resident commute times, and resident means of transportation to work.

Commute Flows

As shown in Table 4, approximately half of South Fulton residents work in Fulton County. Only 3 percent of South Fulton residents work in the city of South Fulton, while 30.6 percent work in the city of Atlanta. Other counties to which significant proportions of South Fulton residents commute include DeKalb County (10 percent), Cobb County (9.5 percent), and Clayton County (8.1 percent).

Meanwhile, approximately 26.9 percent of South Fulton workers commute from locations within Fulton County. Approximately 7.9 percent of South Fulton workers also live in South Fulton, while 9.8 percent live in Atlanta. Other counties from which significant proportions of South Fulton workers commute include Clayton County (11 percent), Cobb County (8.7 percent), and DeKalb County (8.5 percent).

Table 4: Commute Flows, 2017

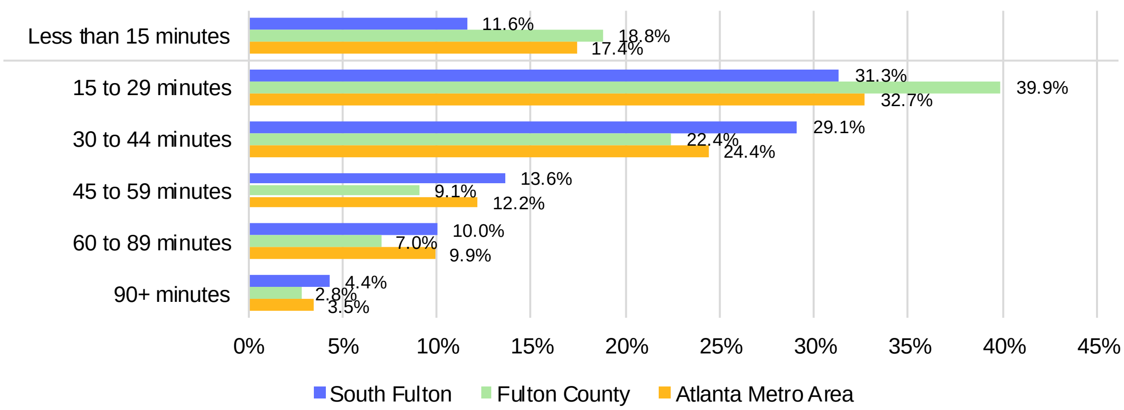
Residents by Place of Work			Workers by Place of Residence		
	Employed Residents			Workers	
Place of Work	**Number**	**Percent**	**Place of Residence**	**Number**	**Percent**
Fulton County	**19,550**	**51.2%**	**Fulton County**	**3,974**	**26.9%**
Atlanta	11,696	30.6%	Atlanta	1,451	9.8%
Sandy Springs	1,603	4.2%	South Fulton	1,166	7.9%
College Park	1,405	3.7%	Union City	328	2.2%
South Fulton	1,163	3.0%	East Point	286	1.9%
East Point City	876	2.3%	Fairburn	210	1.4%
Union City	772	2.0%	College Park	131	0.9%
Alpharetta	585	1.5%	**Clayton County**	**1,620**	**11.0%**
Hapeville	551	1.4%	**Cobb County**	**1,289**	**8.7%**
Cobb County	**3,821**	**9.5%**	Mableton	152	1.0%
Marietta	647	**1.4%**	Smyrna	151	1.0%
DeKalb County	**3,623**	**10.0%**	**DeKalb County**	**1,259**	**8.5%**
Dunwoody	544	**1.7%**	**Douglas County**	**673**	**4.5%**
Clayton County	**3,098**	**8.1%**	Douglasville	183	1.2%
Gwinnett County	**1,544**	**4.0%**	**Gwinett County**	**666**	**42.0%**
All Other Places	**6,533**	**17.1%**	**All Other Places**	**5,313**	**42.0%**
Total	**38,169**	**100.0%**	**Total**	**14,794**	**100.0%**
Live and Work in South Fulton		**3.1%**	**Live and Work in South Fulton**		**7.9%**
Live in South Fulton but Work Elsewhere		**96.9%**	**Work in South Fulton but Live Elsewhere**		**92.1%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2019.

Resident Commute Times

Figure 20 illustrates the percent distribution of resident commute times in South Fulton, Fulton County, and the Atlanta metro area. In South Fulton, 42.9 percent of employed residents spend less than 30 minutes commuting to work. By contrast, nearly 60 percent of Fulton County residents spend less than 30 minutes commuting to work, while the same is true for over half of Atlanta Metro Area residents. The majority of employed South Fulton residents (60.4 percent) spend between 15 and 44 minutes commuting to work. Nationally, the average commute time is 25.4 minutes, according to the United States Census Bureau.

Figure 20: Resident Commute Times, 2013 – 2017 Five-Year Data

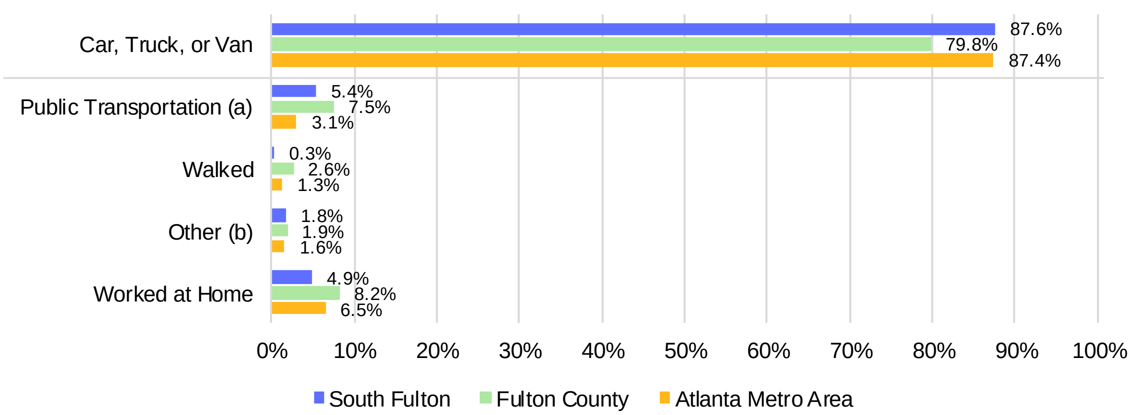


Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Means of Transportation to Work

As shown in Figure 21, approximately 87.6 percent of employed South Fulton residents drive to work, while 5.2 percent use public transportation. These trends are comparable to those observed in the county and metro area. Public transportation usage is slightly higher in Fulton County (7.2 percent) than in South Fulton and the Atlanta metro area; this is driven by the concentration of MARTA's rail network in the city of Atlanta.

Figure 21: Resident Means of Transportation to Work, 2013 – 2017 Five-Year Data



Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Projections

Table 5 shows the projected growth in population, households, and employment in all three geographies from 2018 through 2040. During this time period, the population of South Fulton is expected to grow from 100,176 to 124,114, representing an increase of 23.9 percent. The number of households is expected to grow from 36,171 to 46,195, representing an increase of 27.7 percent.

These expected growth rates are comparable to – but slightly lower than – projected rates of population and household growth in Fulton County. By contrast, the Atlanta region[4] is expected to grow at significantly faster rates. From 2018 to 2040, the region's population is expected to increase by 35.5 percent and its households are expected to increase by 48.5 percent.

[4] Atlanta Regional Commission (ARC) projection data is not available for the 29-county area defined as the Atlanta Metro Area in this report. The above data reflects projected growth for the Atlanta Region, defined as the 20 counties for which ARC produces forecasts. Exhibit A-2 in the Appendix contains a list of these 20 counties.

Table 5: Population, Household, and Employment Projections, 2018 – 2040

South Fulton (a)	**2019** (c)	**2020**	**2030**	**2040**	**# Change 2018-2040**	**% Change 2018-2040**	**Average Annual Change 2018-2040**
Population	100,176	101,070	113,357	124,114	23,938	23.9%	1.0%
Households	36,171	36,596	41,704	46,195	10,024	27.7%	1.2%
Jobs	23,467	23,925	27,892	30,205	6,738	28.7%	1.2%
Fulton County							
Population	1,060,373	1,070,581	1,197,954	1,329,810	269,437	25.4%	1.1%
Households	436,970	441,799	499,699	564,087	127,117	29.1%	1.2%
Jobs	892,594	908,674	989,538	1,061,399	168,805	18.9%	0.8%
Atlanta Region (b)							
Population	5,986,262	6,080,275	7,109,421	8,110,531	2,124,269	35.5%	1.5%
Households	2,195,115	2,232,127	2,634,529	3,039,274	844,159	38.5%	1.6%
Jobs	2,743,280	2,800,650	3,132,680	3,424,595	681,315	24.8%	1.1%

Notes:
Projected growth in population, households, and jobs was calculated by applying the Atlanta Regional Commission's average annual growth rates for the five-year/ten-year periods provided in the most recent 2015 - 2040 projections (2015 - 2020, 2020 - 2030, 2030 - 2040), assuming a 2018 base year as reported by Esri.
(a) Defined as all Traffic Analysis Zones (TAZs) that intersect with South Fulton. TAZ-level projections weighted by percentage of area overlapping South Fulton.
(b) Atlanta Region represents the sum of 20 counties for which ARC produces forecasts. This area is smaller than the 29-county Atlanta-Sandy Springs-Roswell, GA Metropolitan Statistical Area used elsewhere in this report.
(c) According to 2018 Esri estimates.

Sources: Atlanta Regional Commission, 2015; BAE, 2020.

Real Estate Market Conditions and Trends

The following section reviews the real estate markets for a variety of land uses including residential, retail, office, and industrial/flex.

Residential

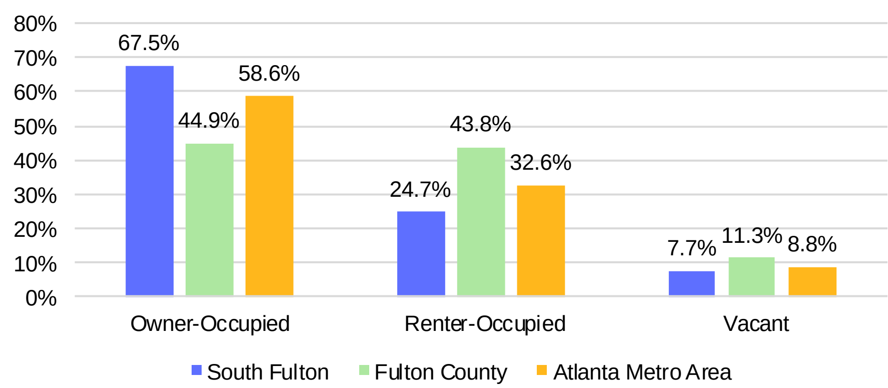
The residential real estate market conditions and trends discussed below are presented in three subsections. The first subsection covers general housing stock characteristics, the second subsection reviews the multifamily rental market, and the last subsection reviews the for-sale residential real estate market.

General Housing Stock Characteristics

<u>Housing Tenure</u>

As shown in Figure 22, over 67 percent of housing units in South Fulton are owner-occupied while 24.7 percent are renter-occupied. By contrast, the county and metro area have larger proportions of renter-occupied housing units (43.8 percent and 32.6 percent, respectively). In South Fulton, a smaller proportion of housing units are vacant (7.7 percent as compared to 11.3 percent in the county and 8.8 in the metro area).

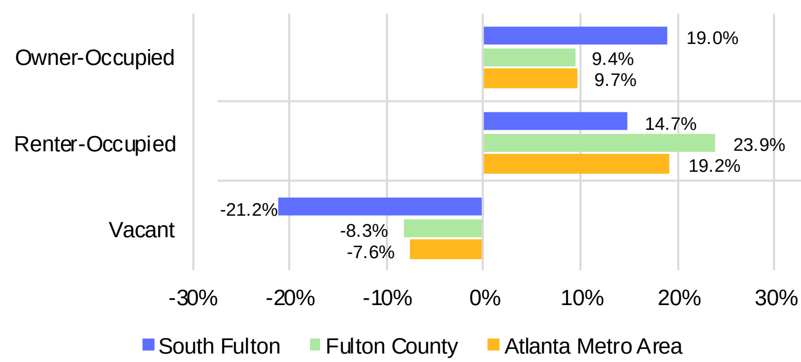
Figure 22: Housing Units by Tenure, 2019



Sources: Esri Business Analyst; BAE 2020.

Figure 23 illustrates the percent change in occupied housing units by tenure from 2010 to 2019. In all three geographies, both owner-occupied and renter-occupied units increased during this time period, while vacant units decreased. However, in South Fulton, the growth rate of owner-occupied units was markedly higher than in the county and metro area (19 percent in South Fulton versus 49.4 percent in Fulton County and 9.7 percent in the Atlanta metro area). The percent decline in vacant units was also significantly more pronounced in South Fulton during this time period than in the county and metro area.

Figure 23: Percent Change in Occupied Housing Units by Tenure, 2010 – 2019

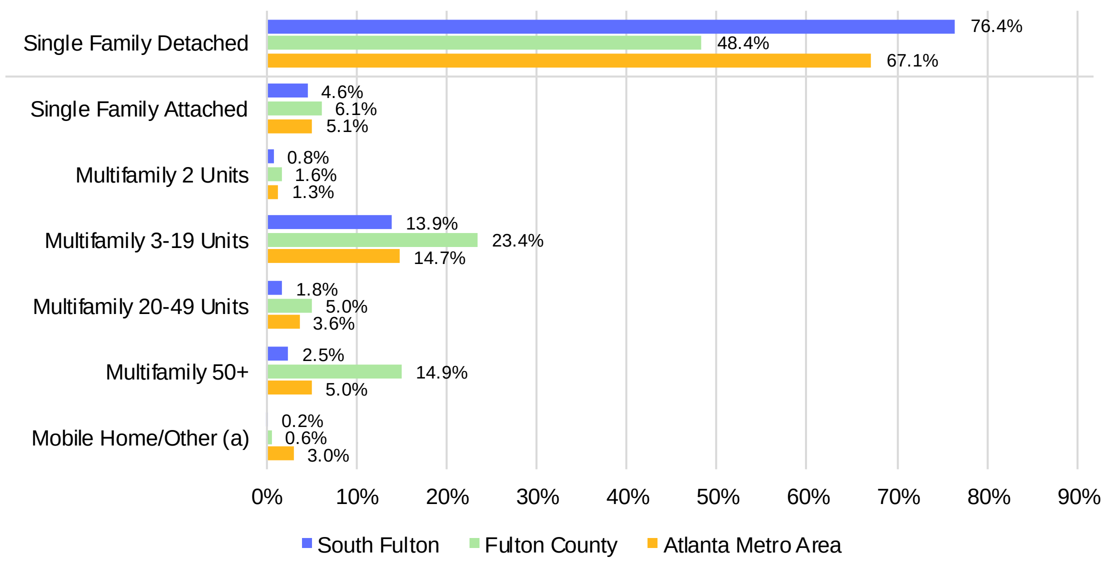


Sources: Esri Business Analyst; BAE 2020.

Units in Structure

Figure 24 illustrates the percent distribution of housing units in each geography by number of units in the building structures. In South Fulton, more than three quarters of housing units are single family homes, while 20.1 percent are in multifamily buildings. As expected, Fulton County has a larger proportion of units in multifamily units than the City of South Fulton (44.9 percent), due to the urbanized environment of large portions of the county. The breakdown of housing units in the Atlanta metro area is more comparable to that of South Fulton.

Figure 24: Housing Units by Number of Units in Structure, 2013 – 2017 Five-Year Data



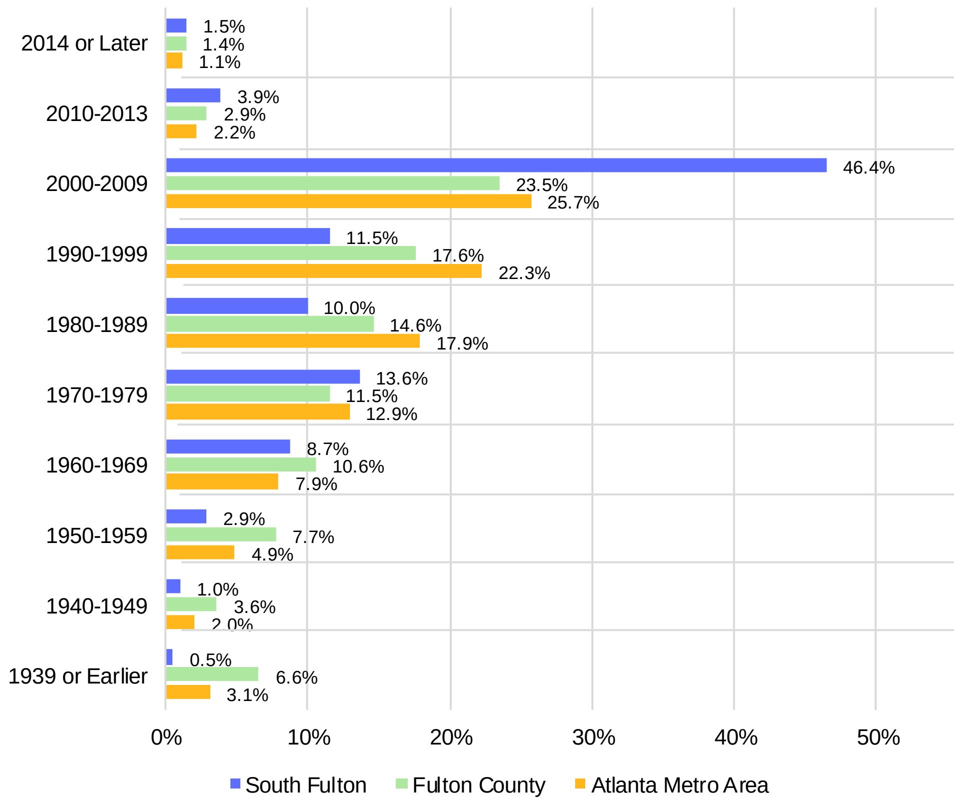
Notes:
(a) Includes boats, RVs, vans, or any other non-traditional residences.

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Age of Housing Stock

Figure 25 illustrates the breakdown of housing units by year built. In South Fulton, more than 50 percent of housing units were constructed in 2000 or later. By contrast, only 28 percent of units in Fulton County and 29 percent of housing units in the Atlanta Metro Area were constructed in 2000 or later. It is notable that all three geographies experienced a relatively large amount of new residential development between 2000 and 2009, particularly the city of South Fulton.

Figure 25: Housing Units by Year Built, 2013 – 2017 Five-Year Data



Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

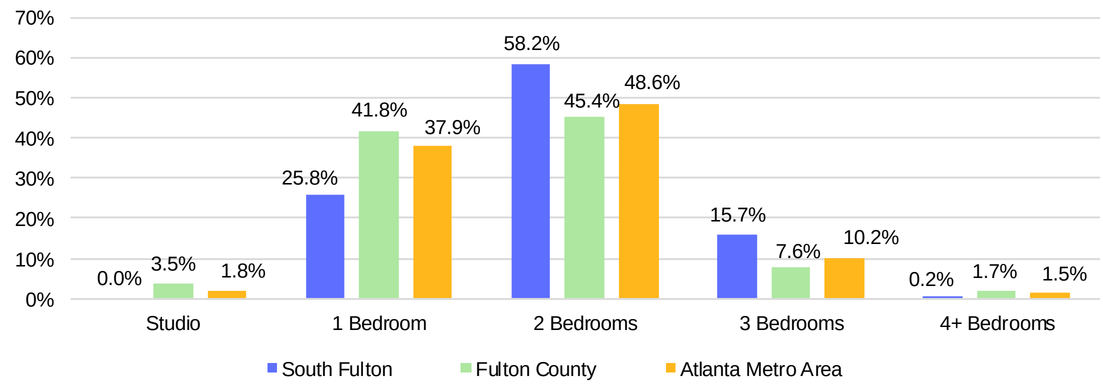
Multifamily Rental Market

The following section reviews the characteristics and trends of the multifamily rental markets in each geography. Exhibit A-20 in the Appendix contains additional detailed information. According to CoStar, there are 3,986 market-rate multifamily units in South Fulton.

Multifamily Rental Units by Bedroom Count

Figure 26 shows the percent distribution of market-rate multifamily housing units in all three geographies by number of bedrooms. South Fulton has large proportions of two- and three-bedroom units relative to the county and metro area, which have larger shares of one-bedroom apartments. In South Fulton, nearly three quarters of market-rate multifamily rental units have two or more bedrooms, as compared to 54.7 percent of units in Fulton County and 60.3 percent of units in the Atlanta metro area. This is likely driven by the relatively large share of family households in South Fulton.

Figure 26: Distribution of Units by Bedroom Count, Q1 2019



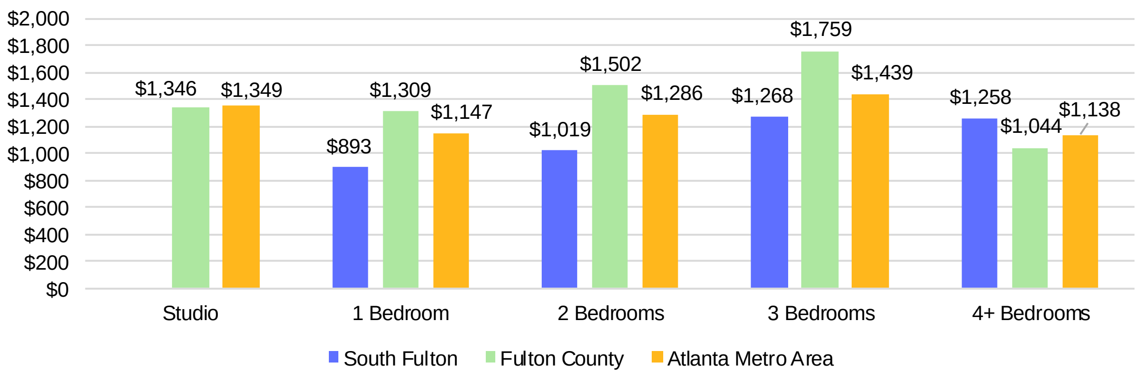
Note: Market-rate units only.

Sources: CoStar; BAE, 2019.

Multifamily Rents

Figure 27 depicts average monthly rents for market-rate multifamily units by bedroom size. Overall, rents are lower in South Fulton as compared to the county and metro area. While the average rent of a four-bedroom apartment in South Fulton is higher than that of the county and state, there are only eight four-bedroom units in South Fulton.

Figure 27: Average Multifamily Rents by Number of Bedrooms, Q1 2019

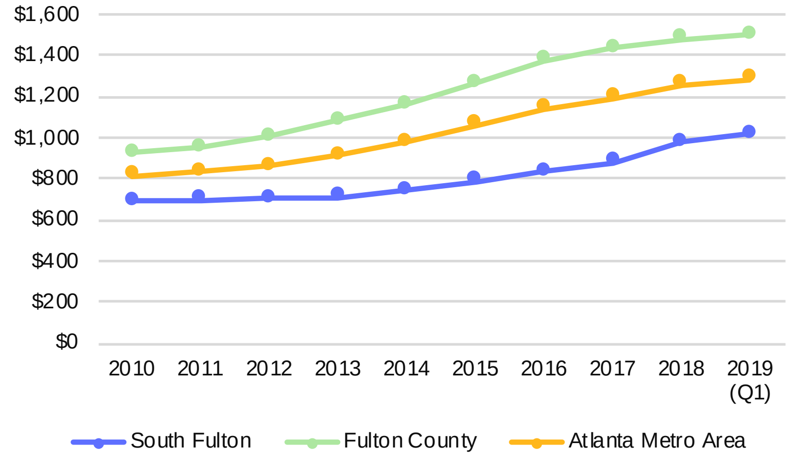


Note: Rents are effective rents; market-rate units only.

Sources: CoStar; BAE, 2019.

Figure 28 shows the average rent for a market-rate two-bedroom unit in each geography from 2010 to the first quarter of 2019. While rents have consistently been lower in South Fulton than the surrounding geographies since 2010, the price gap has widened over the 2010 – 2019 time period. As of the first quarter of 2019, the average rent for a two-bedroom unit in South Fulton was $1,019, as compared to $1,502 in Fulton County and $1,286 in the Atlanta metro area.

Figure 28: Average Multifamily Rent, Two-Bedroom Unit, Q1 2019



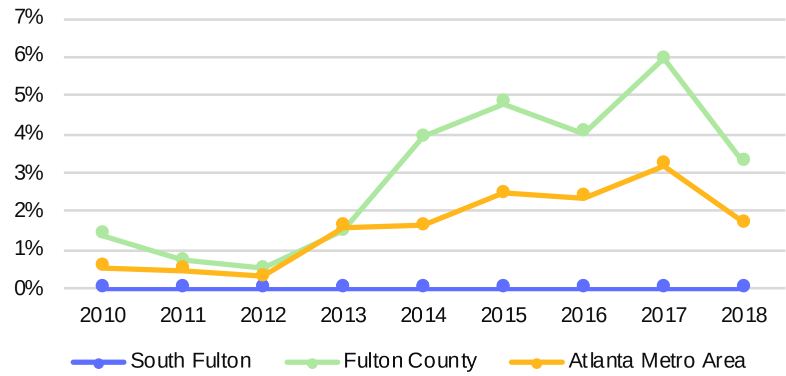
Note: Rents are effective rents; market-rate units only.

Sources: CoStar; BAE, 2019.

<u>Multifamily Rental Inventory Growth</u>

Figure 29 illustrates annual market-rate multifamily unit deliveries as a share of the total multifamily inventory in each geography from 2010 to 2018. In South Fulton, there were no market-rate multifamily unit deliveries during this timeframe. By contrast, Fulton County and the Atlanta Metro Area experienced significant rates of multifamily development every year from 2013 to 2018.

Figure 29: Annual Market-Rate Multifamily Unit Deliveries as a Share of Total Market-Rate Units, 2010 – 2018



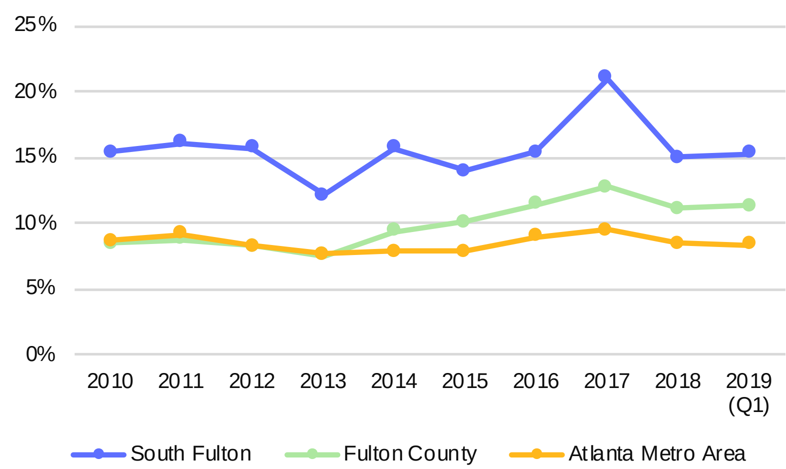
Note: Market-rate units only.

Sources: CoStar; BAE, 2019.

<u>Multifamily Rental Vacancy</u>

Figure 30 illustrates average market-rate multifamily vacancy rates in each geography from 2010 to the first quarter of 2019. Multifamily vacancy rates in South Fulton have consistently been higher than in the county and metro area. During the 2010 – Q1 2019 time period, the average annual multifamily vacancy rate in South Fulton has ranged from a low of 12.2 percent (in 2013) to a high of 21.0 percent (in 2017). As of the first quarter of 2019, the average multifamily rental vacancy rate in South Fulton was 15.3 percent, as compared to 11.3 percent in Fulton County and 8.4 percent in the Atlanta metro area.

Figure 30: Average Multifamily Rental Vacancy Rates, 2010 – Q1 2019



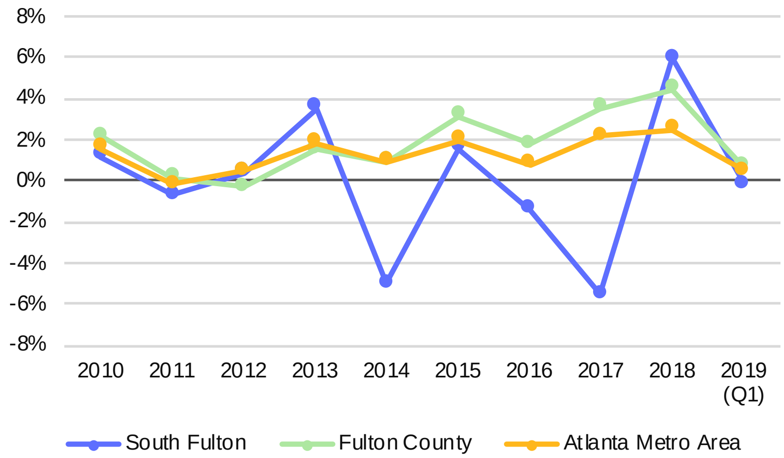
Note: Market-rate units only.

Sources: CoStar; BAE, 2019.

Multifamily Rental Absorption

As shown in Figure 31, multifamily absorption rates in South Fulton have been erratic in recent years, alternating between positive and negative net absorption. In Fulton County and the Atlanta metro area, annual net absorption has been consistently positive since 2013. In the first quarter of 2019, the net absorption rate in South Fulton was negative 0.2 percent, while it was 0.7 percent in Fulton County and 0.5 percent in the metro area.

Figure 31: Net Absorption Rates, 2010 – Q1 2019



Note: Market-rate units only.

Sources: CoStar; BAE, 2019.

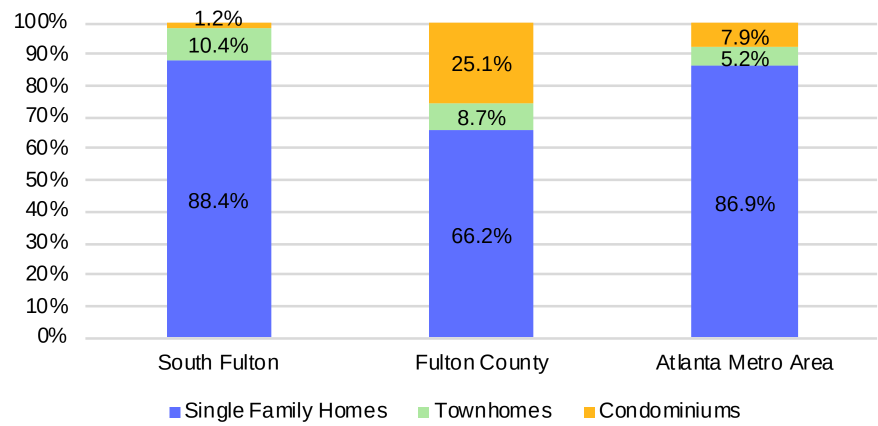
For-Sale Housing

The following section discusses the for-sale housing markets in the City of South Fulton's Fulton County, and the Atlanta metro area. This portion of the analyses relies on home sale records from April 2018 to March 2019 and reveals findings related to the for-sale housing stock by unit type, unit size, sale prices, and foreclosure rates. Additional home sale data can be found in the Appendix in Exhibit A-21 through Exhibit A-24.

Home Sales by Type

Figure 32 illustrates the percent distribution of homes sold in each geography from April 2018 to March 2019 by type. In South Fulton, more than 88 percent of homes sold during this period were single family homes, while 10.4 percent were townhomes and 1.2 percent were condominiums. This breakdown is comparable to that of the Atlanta metro area, although in the metro area, a slightly larger proportion of homes sold during this period were condominiums (7.9 percent). In Fulton County, a significantly smaller proportion of units sold during this period were single family homes than in South Fulton and the Atlanta metro area.

Figure 32: Homes Sold by Type, April 2018 – March 2019



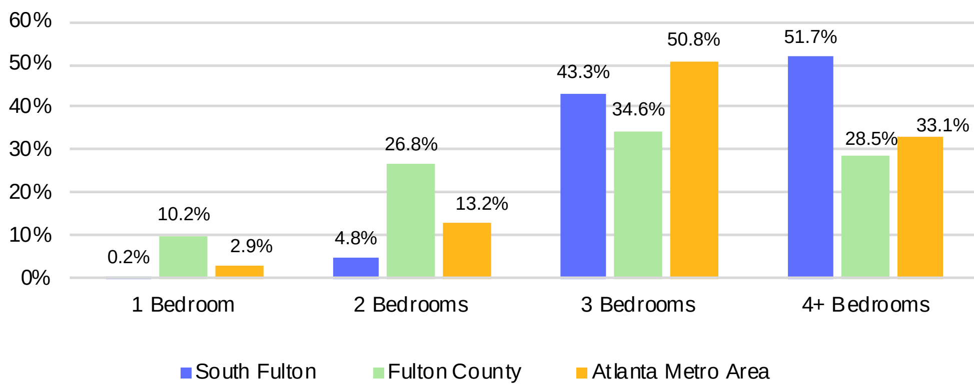
Note: Only Includes sales for which sale price data are available

Sources: ListSource/CoreLogic; DQNews/Corelogic; BAE, 2019.

Home Sales by Number of Bedrooms

As shown in Figure 33, over half of single family homes sold in South Fulton during the April 2018 – March 2019 period had four or more bedrooms, as compared to only 28.5 percent of homes sold in Fulton County and 33.1 percent of homes sold in the Atlanta metro area during this timeframe. Meanwhile, only 5.0 percent of homes sold in South Fulton had two or fewer bedrooms, as compared to 37.0 percent of homes sold in South Fulton and 16.1 percent of homes sold in Atlanta metro area during this period.

Figure 33: Homes Sold by Number of Bedrooms, April 2018 – March 2019



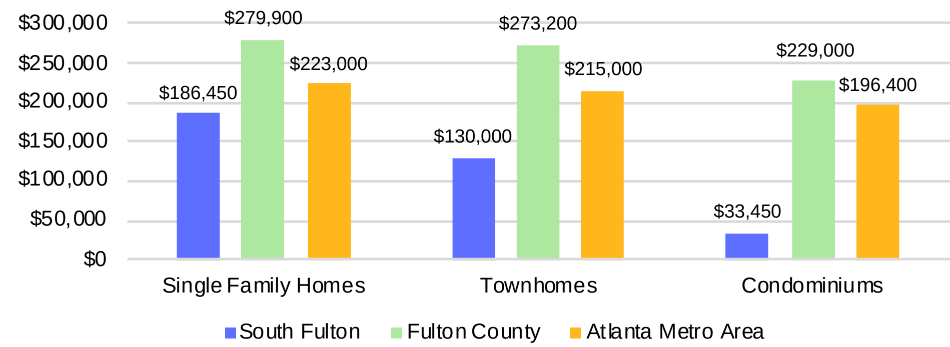
Notes: Only Includes sales for which data regarding sale price and number of bedrooms are available.

Sources: ListSource/CoreLogic; DQNews/Corelogic; BAE, 2019.

Home Sale Prices

Figure 34 shows the median home sale price by unit type in each geography from April 2018 to March 2019. The median sale price of a single family home in South Fulton was $186,450 during this period, as compared to $279,000 in Fulton County and $223,000 in the Atlanta metro area. The price gap between homes in South Fulton and homes in the surrounding geographies is more pronounced for townhomes and condominiums. In South Fulton, the median sale price of a townhome during this period was $130,000, as compared to $273,200 in Fulton County and $215,000 in the Metro Atlanta Area. The median sale price of a condominium in South Fulton during was only $33,450; however, it should be noted that only 12 condominiums sold in South Fulton during this time period, and nine of those units were located in the Camelot Condominium residential community located off of Old National Highway east of I-85.

Figure 34: Median Home Sale Price by Unit Type, April 2018 – March 2019

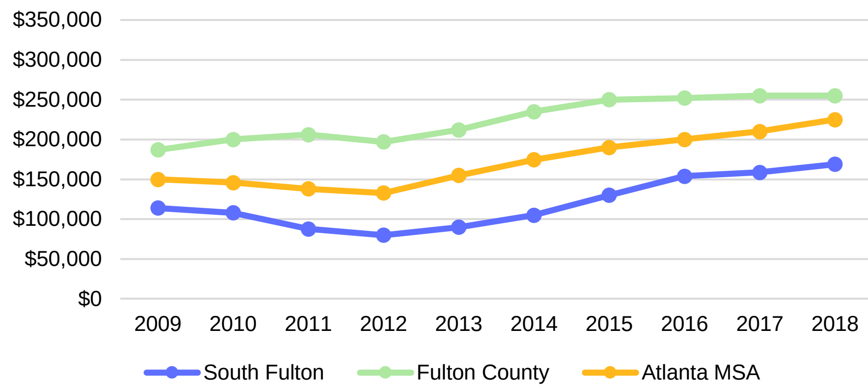


Note:
Only Includes sales for which sale price and square footage data are available.

Sources: ListSource/CoreLogic; DQNews/Corelogic; BAE, 2019.

Figure 35 illustrates the annual median home sale price in each geography from 2009 to 2018. All three areas began experiencing consistent post-recession median home price increases in 2013, which have continued each year since then. In South Fulton, annual increases in the median home sale price were relatively steep from 2013 to 2016 (more than 10 percent annually each year); in 2017 and 2018 increases were more modest (3.1 percent and 6.4 percent, respectively).

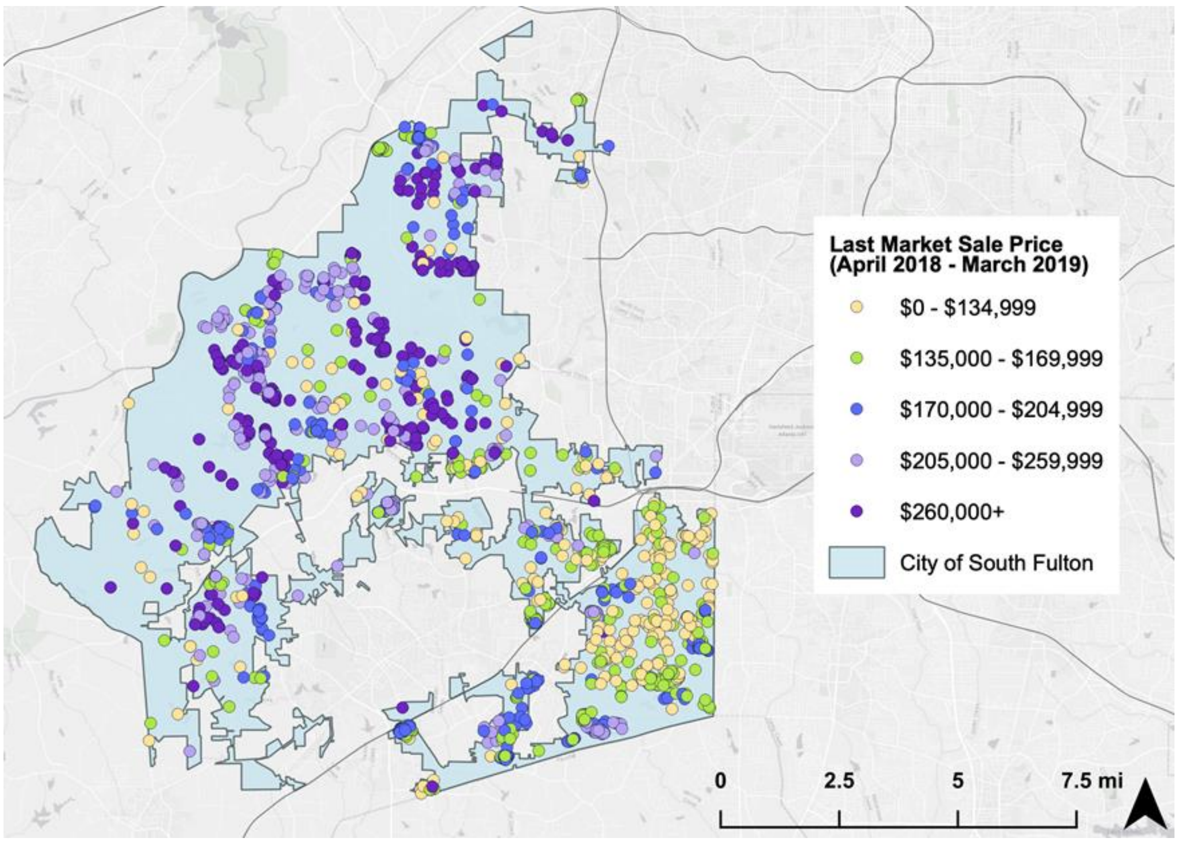
Figure 35: Median Home Sale Price, 2009 – 2018



Note: Includes all unit types -- single family homes, townhomes, and condominiums.
Sources: DQNews/CoreLogic; BAE, 2019.

Figure 36 Illustrates home sales in South Fulton from April 2018 to March 2019 by sale price and location. More expensive homes (those that sold for between $205,000 and $259,999 and those that sold for more than $260,000) are generally located in the northwest portion of the city, west of I-85. Meanwhile, homes that sold for less than $135,000 and homes that sold for between $135,000 and $169,000 are generally located in the southeast portion of the city, east of I-85.

Figure 36: Home Sales in South Fulton by Sale Price and Location, April 2018 – March 2019



Sources: City of South Fulton; Arc GIS Pro; CoreLogic via ListSource; BAE, 2019.

Home Foreclosure Rates

Table 6 shows April 2019 home foreclosure rates in each geography in according to RealtyTrac, a real estate information company that provides monthly foreclosure data reports. In South Fulton, one in every 1,427 homes was in a state of foreclosure (0.07 percent of all homes in the city), as compared to one in every 2,890 homes in Fulton County (0.03 percent of all homes in the county) and one in every 2,842 homes in the Atlanta metro area (0.04 percent of all homes in the metro area).

Table 6: Home Foreclosure Rates, April 2019

Geography	Foreclosure Rate (a)		
South Fulton (b)	1 in every	1,427	housing units
Fulton County	1 in every	2,890	housing units
Atlanta Metro Area	1 in every	2,842	housing units

Notes:
(a) Rates were calculated as weighted averages based on home foreclosure rates in each County and/or ZIP code and number of households in each county and/or ZIP code
(b) Foreclosure rates are not available at the Census block group level; ZIP codes that lie at least 5% within South Fulton were used instead.
Sources: RealtyTrac; Esri; BAE, 2019.

Retail

Table 7 provides an overview of the retail markets in South Fulton, Fulton County, and the Atlanta metro area. According to CoStar, there are approximately 2.6 million square feet of retail space in South Fulton. The following section reviews trends related to retail rents, new retail development, vacancy, and absorption.

Table 7: Retail Market Overview

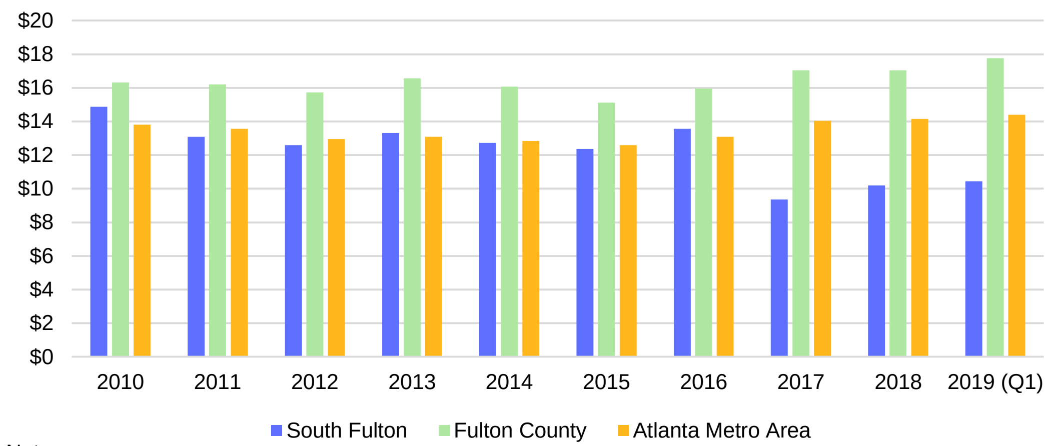
Summary, Q1 2019	South Fulton	Fulton County	Atlanta Metro Area
Inventory (SF)	2,604,767	74,066,942	356,647,387
Occupied Stock (SF)	2,483,488	70,884,094	339,488,485
Vacant Stock (SF)	121,279	3,182,848	17,158,902
Vacancy Rate	4.7%	4.3%	4.8%
Under Construction (SF)	0	506,775	1,600,288
Annual Asking Rents, PSF			
Avg Asking Rent, NNN Direct, Q1 2018	$10.56	$17.52	$14.40
Avg Asking Rent, NNN Direct, Q1 2019	$10.44	$17.76	$14.40
% Change	-1.1%	1.4%	0.0%

Sources: CoStar; BAE, 2019.

Retail Rents

Figure 37 illustrates the average annual triple net retail rent per square foot in each geography from 2010 through the first quarter of 2019. From 2010 to 2016, retail rents in South Fulton were relatively stable; however, between 2016 and 2017, the average annual retail rent declined by 31 percent, falling from $13.56 to $9.36. In the first quarter of 2019, the average annual retail rent per square foot was $10.44 in South Fulton, $17.76 in Fulton County, and $14.40 in the Atlanta metro area.

Figure 37: Average Annual Retail Rent PSF, 2010 – Q1 2019

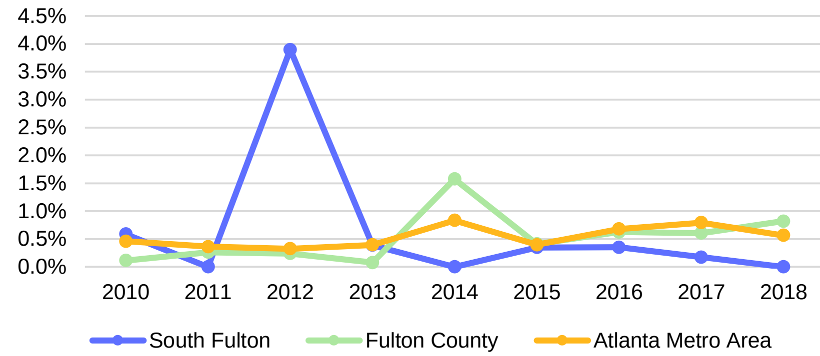


Note:
Rents reflect direct triple-net leases. Rents are for Q4 unless indicated otherwise.
Sources: CoStar; BAE, 2019.

Development of New Retail Space

As shown in Figure 38, in 2012, the city of South Fulton experienced a significant amount of retail development in (100,853 square feet, the equivalency of 3.9 percent of the city's total retail inventory that year). Relatively modest amounts of retail development (between 4,000 and 15,000 square feet) also occurred in 2010, 2015, 2016, and 2017. Fulton County and the Atlanta metro area experienced modest amounts of retail development (between 0.1 percent to 1.6 percent of total inventory annually) on a relatively regular basis over the 2010 – 2018 period.

Figure 38: Annual Retail Deliveries (SF) as a Share of Total Retail Inventory (SF), 2010 – 2018

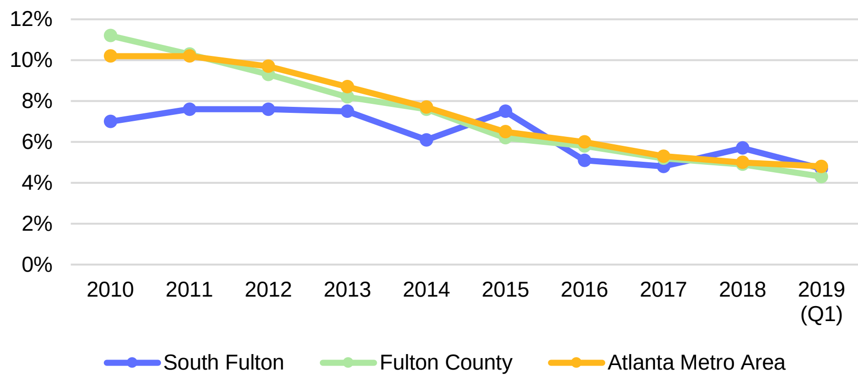


Note:
Inventory and deliveries measured in square feet.
Sources: CoStar; BAE, 2019.

Retail Vacancy Rates

Figure 39 shows the average retail vacancy rates in each geography from 2010 through the first quarter of 2019. From 2010 to 2014, retail vacancy rates in South Fulton were lower than those in the surrounding geographies. However, since 2015, retail vacancy rates have been similar in all three geographies. In the first quarter of 2019, the average retail vacancy rate in South Fulton was 4.7 percent, while it was 4.3 percent in Fulton County and 4.8 percent in the Atlanta metro area.

Figure 39: Average Retail Vacancy Rate, 2010 – Q1 2019

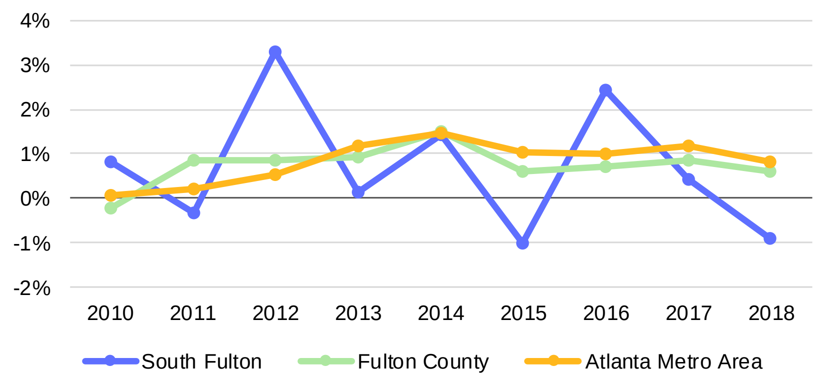


Note: Vacancy rates are for Q4 unless indicated otherwise.
Sources: CoStar; BAE, 2019.

Retail Absorption Rates

As shown in Figure 40, from 2010 to 2018, annual retail absorption rates in South Fulton were mostly positive. However, in 2013, 2015, and 2018, retail net absorption fell slightly below zero. By contrast, annual net absorption rates in the surrounding geographies were consistently above zero every year from 2011 through 2018. In 2018, the annual net absorption rate was negative 0.9 in South Fulton, as compared to 0.6 percent in Fulton County and 0.8 percent in the Atlanta metro area.

Figure 40: Net Retail Absorption Rates, 2010 – 2018



Sources: CoStar; BAE, 2019.

Office

Table 8 provides an overview of the office markets in South Fulton, Fulton County, and the Atlanta metro area. According to CoStar, there are 750,871 square feet of office space in South Fulton. The following section reviews trends related to retail rents, new office development, vacancy, and absorption.

Table 8: Office Market Overview

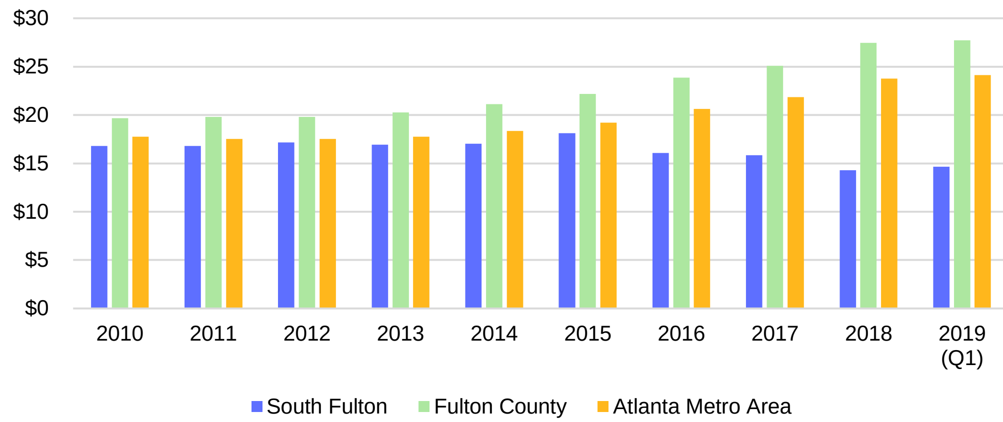
Summary, Q1 2019	**South Fulton**	**Fulton County**	**Atlanta Metro Area**
Inventory (SF)	750,871	155,727,223	312,103,107
Occupied Stock (SF)	709,523	138,087,898	276,655,120
Vacant Stock (SF)	41,348	17,639,325	35,447,987
Vacancy Rate	5.5%	11.3%	11.4%
Under Construction (SF)	0	2,961,480	5,136,738
Annual Asking Rents, PSF			
Avg Asking Rent, NNN Direct, Q1 2018	$14.52	$25.92	$22.56
Avg Asking Rent, NNN Direct, Q1 2019	$14.64	$27.72	$24.12
% Change	0.8%	6.9%	6.9%

Sources: CoStar; BAE, 2019.

Office Rents

Figure 41 illustrates the average annual office rent per square foot in South Fulton, Fulton County, and the Atlanta metro area from 2010 through the first quarter of 2019. From 2010 to 2014, office rents in South Fulton were relatively stable. From 2014 to 2015, the average office rent increased by 6.3 percent (from $17.04 to $18.12); over the following three years, the average office rent decreased by 21.2 percent (from $16.08 to $14.28). By contrast, average office rents in the county and metro area have consistently increased since 2011. As of Q1 2019, the average annual office rent in South Fulton was $14.64, as compared to $27.72 in Fulton County and $24.12 in the Atlanta Metro Area.

Figure 41: Average Annual Office Rent PSF, 2010 – Q1 2019

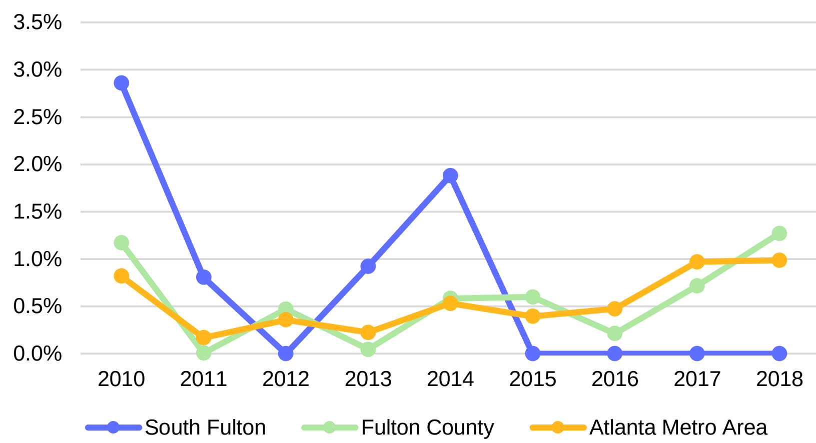


Notes:
Rents reflect base rent on direct leases. Rents are for Q4 unless indicated otherwise.
Sources: CoStar; BAE, 2019.

Development of New Office Space

Figure 42 illustrates annual office deliveries as a share of total office inventory in each geography from 2010 to 2018. South Fulton experienced significant spikes in office development in 2010 (20,700 square feet, representing nearly 3.0 percent of total office inventory that year), as well as 2014 (14,132 square feet, representing nearly 2.0 percent of total office inventory that year). South Fulton also experienced modest amounts of new office development (between 0.8 and 0.9 percent of total office inventory) in 2011 and 2013. From 2015 to 2018, South Fulton did not experience any new office development. By contrast, during this same period, Fulton County and the Atlanta Metro Area consistently added office square footage equivalent to between 0.2 and 1.0 percent of total office inventory.

Figure 42: Annual Office Deliveries (SF) as a Share of Total Office Inventory (SF), 2010 – 2018

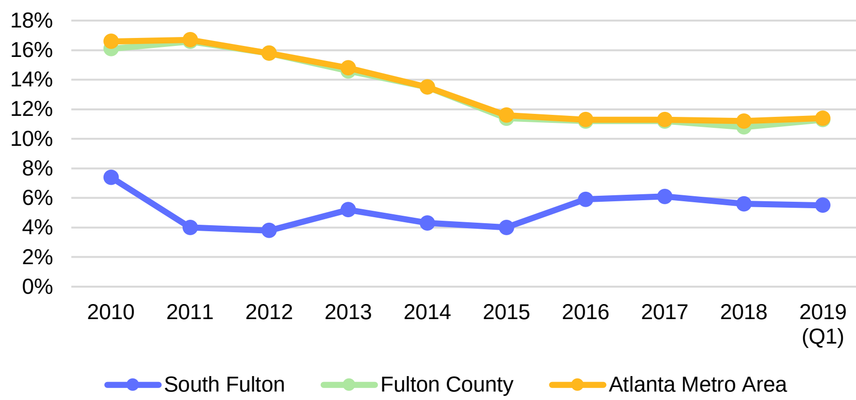


Note:
Inventory and deliveries measured in square feet.
Sources: CoStar; BAE, 2019.

Office Vacancy Rates

As shown in Figure 43, office vacancy rates in South Fulton are significantly lower than in the surrounding geographies. From 2010 through the first quarter of 2019, the average office vacancy rate in South Fulton ranged from 3.8 percent to 7.4 percent. By contrast, the average office vacancy rates in the county and metro area – which closely mirrored each other each year from 2010 through Q1 2019 – have ranged from approximately 11 percent to approximately 17 percent. As of Q1 2019, the average office vacancy rate was 5.5 percent in South Fulton, as compared to 11.3 percent in Fulton County and 11.4 percent in the Atlanta Metro Area.

Figure 43: Average Office Vacancy Rate, 2010 – Q1 2019

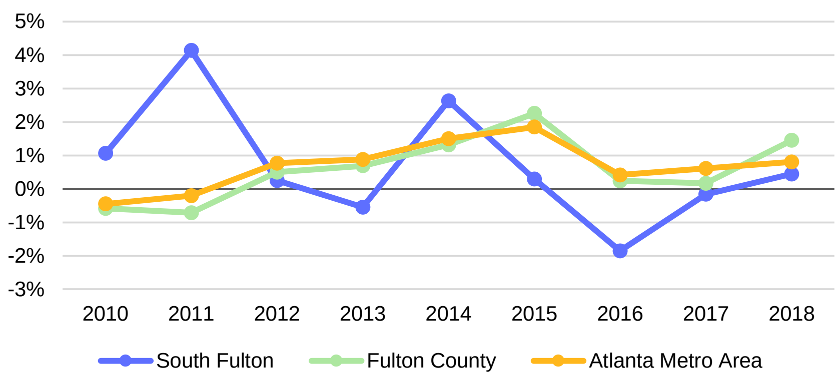


Note: Vacancy rates are for Q4 unless indicated otherwise.
Sources: CoStar; BAE, 2019.

Office Absorption Rates

As shown in Figure 44, from 2010 to 2018, annual office net absorption rates in South Fulton were mostly positive. However, in 2013, 2016, and 2017, office net absorption fell below zero. By contrast, annual net absorption rates in the surrounding geographies were consistently above zero every year from 2012 through 2018. In 2018, the annual net absorption rate was 0.4 in South Fulton, as compared to 1.5 percent in Fulton County and 0.8 percent in the Atlanta metro area.

Figure 44: Net Office Absorption Rates, 2010 – 2018



Sources: CoStar; BAE, 2019.

Industrial

Table 9 provides an overview of the industrial and flex markets in South Fulton, Fulton County, and the Atlanta metro area. According to CoStar, there are approximately 8.4 million square feet of office space in South Fulton. The following section reviews trends related to industrial/flex rents, new industrial/flex development, vacancy, and absorption.

Table 9: Industrial/Flex Market Overview

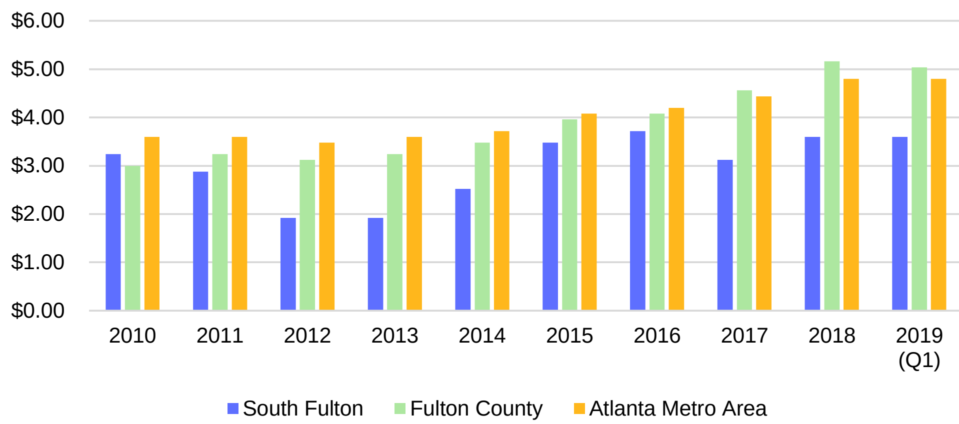
Summary, Q1 2019	South Fulton	Fulton County	Atlanta Metro Area
Inventory (SF)	8,368,568	164,457,321	710,168,248
Occupied Stock (SF)	7,530,461	155,430,398	671,232,178
Vacant Stock (SF)	838,107	9,026,923	38,936,070
Vacancy Rate	10.0%	5.5%	5.5%
Under Construction (SF)	0	3,196,308	15,153,551
Annual Asking Rents, PSF			
Avg Asking Rent, NNN Direct, Q1 2018	$3.00	$4.80	$4.56
Avg Asking Rent, NNN Direct, Q1 2019	$3.60	$5.04	$4.80
% Change	20.0%	5.0%	5.3%

Sources: CoStar; BAE, 2019.

Industrial/Flex Rents

Figure 45 illustrates the average annual rents for industrial/flex space in each geography from 2010 through the first quarter of 2019. Industrial/flex rents in South Fulton fluctuated during this period, first decreasing by 40.7 percent from 2010 to 2012, and then increasing by 93.8 percent from 2013 to 2016. As of the first quarter of 2019, the average annual industrial/flex rent in South Fulton was $3.60, as compared to $5.04 in Fulton County and $4.80 in the Atlanta metro area.

Figure 45: Average Annual Industrial/Flex Rent PSF, 2010 – Q1 2019

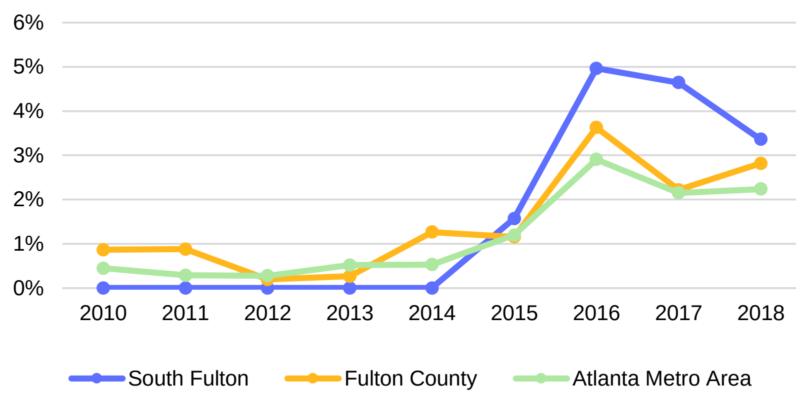


Note:
Rents reflect direct triple-net leases.
Rents are for Q4 of each year unless inducated otherwise.
Sources: CoStar; BAE, 2019.

Development of New Industrial/Flex Space

Figure 46 shows the annual amount of industrial/flex development as a share of total inventory in each geography from 2010 to 2018. All three geographies experienced relatively significant amounts of industrial/flex development from 2015 to 2018, particularly South Fulton. From 2015 through the first quarter of 2019, South Fulton added approximately 1.4 million square feet of industrial/flex space. This includes the Graham Logistics Center, the Airport-West Distribution Center, Lakeview Business Park, and the Flat Shoals Distribution Center.

Figure 46: Annual Industrial/Flex Deliveries (SF) as a Share of Total Industrial/Flex Inventory (SF), 2010 – 2018

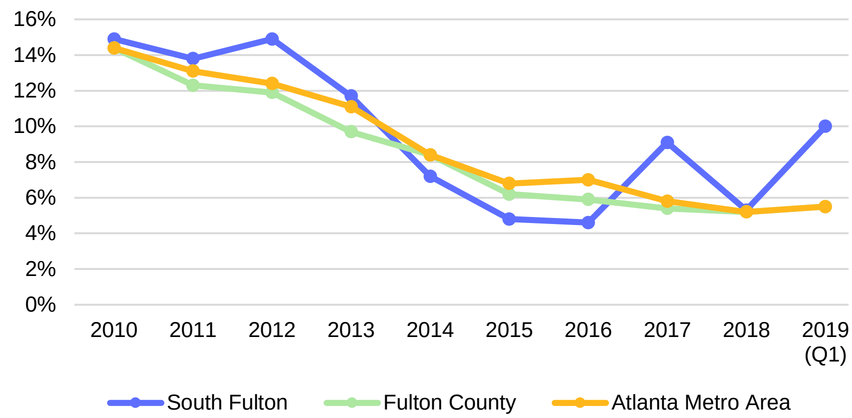


Note: Inventory and deliveries measured in square feet.
Sources: CoStar; BAE, 2019.

Industrial/Flex Vacancy Rates

Figure 47 illustrates the average vacancy rates for industrial and flex space in South Fulton, the county, and the metro area from 2010 through the first quarter of 2019. From 2010 to 2016, vacancy rates followed a relatively consistent downward trend in all three geographies. South Fulton experienced a spike in vacancy in 2017, and again in 2019, likely due to the sharp increase in available industrial/flex space in recent years. In the first quarter of 2019, South Fulton's industrial/flex vacancy rate was 10.0 percent, as compared to 5.5 percent in both the county and the metro area.

Figure 47: Industrial/Flex Vacancy Rate, 2010 – Q1 2019

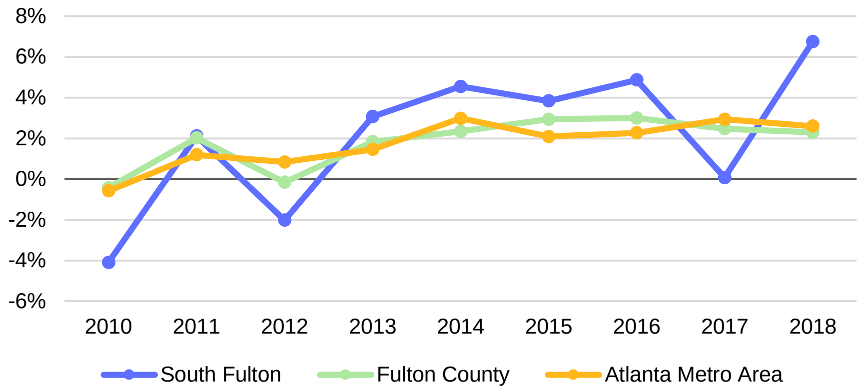


Note:
Vacancy rates are for Q4 of each year unless inducated otherwise.
Sources: CoStar; BAE, 2019.

Industrial/Flex Absorption Rates

Figure 48 illustrates the annual net absorption rates for industrial/flex space from 2010 to 2018. From 2013 to 2016, net absorption rates were higher in South Fulton than in the surrounding geographies. In 2018, South Fulton experienced a significant boost in absorption, reaching an annual net absorption rate of 6.8 percent.

Figure 48: Net Industrial/Flex Absorption Rates, 2010 – 2018



Sources: CoStar; BAE, 2019.

Education

This section provides an overview of South Fulton's primary and secondary educational institutions, with a particular focus on career and technical education at the high school level. The city is served by Fulton County Schools; its three public high schools served 6,457 students in 2018. Enrollment at South Fulton's five public middle schools in 2018 was 4,645, while the city's 13 public elementary schools served 8,477 students. In addition, the Arlington Christian School, which is religiously affiliated and serves Pre-K through 12th grade, is also in the city. See Table 10 for a full list of schools.

Table 10: Public and Private Schools in South Fulton, 2019

Public and Charter Schools	**Enrollment (2018)**	**College and Career Ready Performance Index Single Score** (a)	**Four-Year HS Graduation Rate**
High Schools	**6,457**		
Westlake High School	2,164	84.5	92.30%
Langston Hughes High School	1,898	68.2	88.80%
Creekside High School	1,720	66.2	86.50%
County Median	*1,801*	*72.5*	*89.90%*
Middle Schools	**4,645**		
Sandtown Middle School	861	81	-
Camp Creek Middle School	595	78.7	-
Bear Creek Middle School	1,195	65.7	-
Renaissance Middle School	1,195	62.7	-
McNair Middle School	799	70.5	-
County Median	*861*	76.7	-
Elementary Schools	**8,477**		
Wolf Creek Elementary School	680	79.5	-
Seaborn Lee Elementary School	440	70.8	-
Stonewall Tell Elementary School	683	75.4	-
A. Philip Randolph Elementary Scho	526	66	-
Oakley Elementary School	788	74	-
Heritage Elementary School	599	61.8	-
Evoline C. West Elementary School	759	78	-
Renaissance Elementary School	639	78.7	-
Cliftondale Elementary School	659	81.2	-
Mary M. Bethune Elementary School	663	53.2	-
S. L. Lewis Elementary School	600	64.1	-
Love T. Nolan Elementary School	708	62.4	
Feldwood Elementary School	733	69	-
County Median	*666*	*70.2*	-

Private Schools	**Grade Levels**	**Description**
Arlington Christian School	Pre K-12	Religiously affiliated.

Notes:
(a) CCRPI scores take into account factors including state test scores, student academic growth on these tests, and graduation rates.

Sources: GA Governor's Office of Student Achievement; GA Department of Education; BAE 2019.

Westlake High School earned the highest Career and College Readiness Index (CCRI) Single Score in South Fulton in 2018; this score was equivalent to the median score in Fulton County as a whole. Overall, South Fulton schools performed lower on career- and college-readiness than other schools in the county. However, the graduation rate at Westlake High School and was above the median for Fulton County at 92.3 percent.

For middle and elementary schools, the CCRI Single Score provides an overall gauge of student performance and improvement on state standardized tests. Among South Fulton's elementary schools, seven out of 13 obtained scores at or above the county median of 70.2 in 2019. Two out of the five middle schools in the city performed above the county median of 76.7.

High School Career and Technical Education

Fulton County Career, Technical, and Agricultural Education (CTAE). Students in Fulton County public schools have the option of enrolling in CTAE coursework during high school. Students select one of 16 Career Clusters, each of which contains up to three specific "pathways" tailored to a particular career. After completing a pathway, students may take a professional certification exam and/or participate in on-the-job training through the Work-Based Learning (WBL) program, discussed below. See Table 11 for a list of clusters and pathways available in public and charter high schools.

Table 11: Career Clusters and Pathways in Fulton County Schools

	Architecture and Construction	**Arts, A/V, Technology, and Communications**		**Agriculture, Food, and Natural Resources**			
	Architectural Drawing and Design	A/V Technology and Film	Graphic Design	Agriscience Systems	Horticulture and Animal Systems	Companion Animal Systems	
Westlake High School	x	x					
Langston Hughes High School			x				
Creekside High School				x	x	x	
	Education and Training	**Hospitality and Tourism**	**Human Services**	**Government and Public Administration**	**Law, Public Safety, Corrections, and Security**	**Business Management and Administration**	
	Early Childhood Care and Education	Sports and Entertainment Marketing	Food and Nutrition	JROTC Army Leadership Education	Law Enforcement Services/Criminal Investigation	Entrepreneurship	
Westlake High School		x		x		x	
Langston Hughes High School		x	x	x		x	
Creekside High School	x	x	x	x	x	x	
	Healthcare Science						
	Emergency Medical Responder	Pharmacy	Exercise Physiology	Sports Medicine	Allied Health and Medicine	Patient Care/ Nursing	
Westlake High School	x	x	x	x	x	x	
Langston Hughes High School							
Creekside High School							
	Information Technology			**Science, Technology, Engineering, and Math**	**Finance**	**Transportation, Distribution, and Logistics**	**Manufacturing**
	Computer Science	Web and Digital Design	Programming	Engineering and Technology	Advanced Accounting	Automobile Maintenance and Light Repair	
Westlake High School		x	x	x			x
Langston Hughes High School		x		x	x	x	x
Creekside High School	x	x					x

Sources: Fulton County Schools; BAE 2019.

Fulton Schools College and Career Academy. In addition to completing pathways at their home schools over the course of three years, students at Westlake, Creekside, and Langston Hughes High Schools may also apply to attend the Fulton Schools College and Career Academy part-time, and, in doing so, complete specialized pathways in one year.

FSCCA offers the following career clusters and pathways:

- Architecture and Construction – Construction/Carpentry pathway
- Arts, A/V, Technology, and Communications – A/V Film and Animation pathway
- Education and Training Services – Teaching as a Profession pathway
- Hospitality and Tourism – Culinary Arts pathway
- Transportation, Distribution, and Logistics – Flight Operations pathway

Work-Based Learning. After completing pathway coursework, students may participate in a Work-Based Learning (WBL) placement. The WBL program is designed to complement in-school instruction with field experience, allowing students to receive credit for working in an environment related to their pathway.

The program includes several types of field placement, including:

- Employability Skills Development – Placement does not directly relate to student's career cluster of choice but focuses on teaching transferrable job skills. May last for up to one school year.
- Cooperative Education (Co-Op) – Structured program connecting ongoing school-based occupational instruction to related, paid workplace experiences in a chosen career specialty.
- Internship – Placement allowing student to apply skills and knowledge developed through pathway courses.
- Youth Apprenticeship: A program providing students with a minimum of 720 hours of on-the-job training and mentorship by a working professional, resulting in the student's attainment of a post-secondary credential in a related occupational field.

Other Opportunities

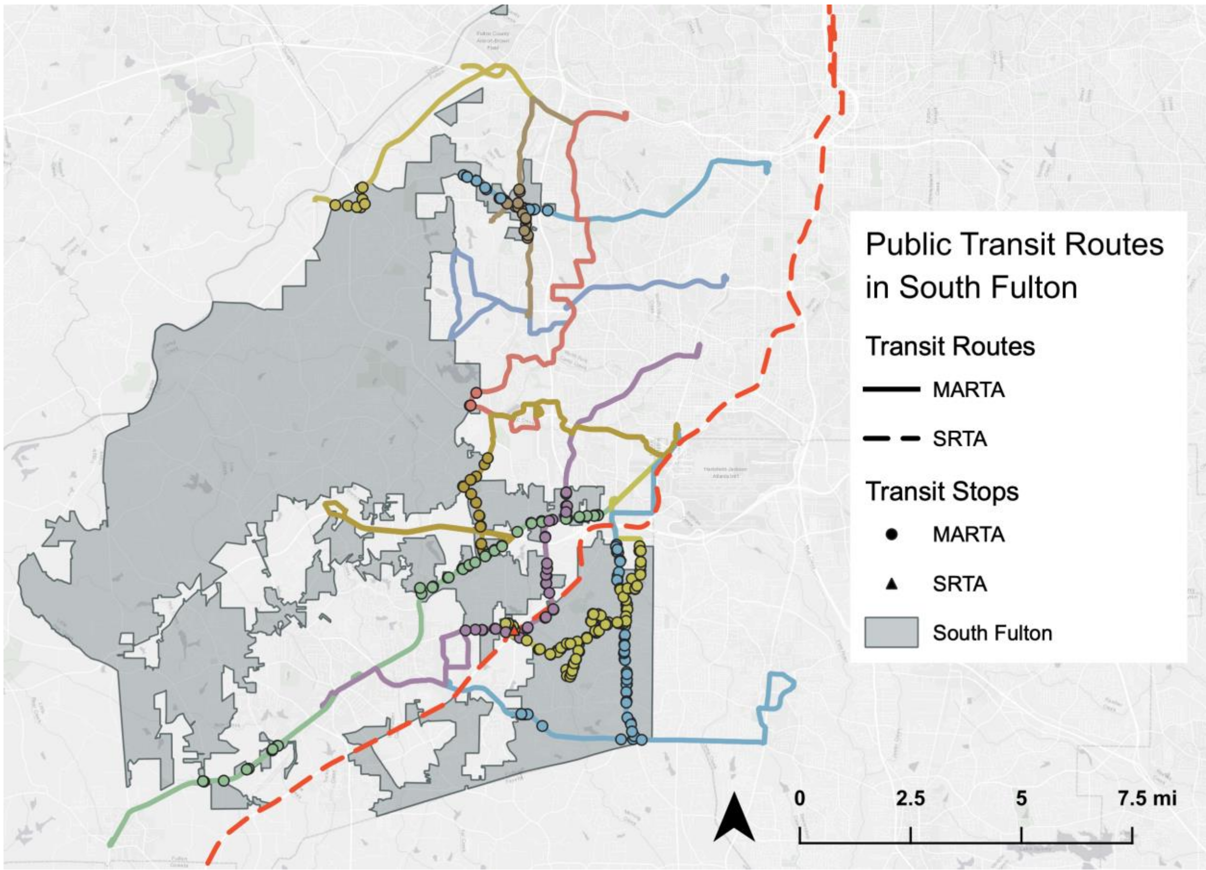
Dual Enrollment. At participating high schools, students may dual-enroll with a local college or technical school, earning both high school and college credit for coursework. By the time of graduation, students are able to complete an associate's degree, a technical diploma, or technical certificate programs. Dual enrollment is available to any Georgia student in grades nine through 12 enrolled in a public, private, or home school program. All schools actively promote the dual enrollment program and have standing partnerships with the local post-secondary schools. For example, Langston Hughes provides transportation to Georgia Military College for students to take courses and the Fulton School College and Career Academy has dual enrollment courses, on site, with Atlanta Technical College.

Triumph Transitions Institute Career Education. Triumph Transitions Institute, which serves middle and high schoolers with learning disabilities, offers work and life skills training. In some cases, students are eligible to take state licensure exams for positions including Child Development Assistant and Certified Home Health Aide. Students may also enroll in a cosmetology apprenticeship.

Transportation

This section examines current public transportation offerings in South Fulton. The city is served primarily by MARTA bus routes. In addition, the State Road and Tollway Authority (SRTA) operates the Xpress bus service connecting downtown Atlanta to surrounding areas; the system's Union City stop lies on the border of South Fulton.

Figure 49: Public Transit in South Fulton



Sources: Fulton County; MARTA; GA State Roadway and Toll Authority; ESRI; BAE 2019.

As shown in Figure 49, public transportation access is richest in the portion of eastern South Fulton that lies south of South Fulton Parkway. MARTA's No. 82, 89, 180 181, and 189 buses make numerous stops in this area, which also contains the SRTA Xpress bus's Union City stop. All but the 180 connect to MARTA's Red and Gold light rail lines.

North of South Fulton Parkway, MARTA's No. 71, 73, and 165 buses make stops in the northernmost part of the city, while the No. 66 bus makes two stops at the city's eastern edge. The No. 183 bus crosses through South Fulton briefly and stops just outside of the city's borders. Of these routes, the 71 provides direct service to central Atlanta and connects with the Red and Gold lines, while the 73, 66, and 165 buses connect to MARTA's Blue light rail line. The No. 82, 89, 180 181, 189 also make a small number of stops north of South Fulton

Parkway in the eastern portion of the city. However, the western-central and southwestern portions of South Fulton contain no public transportation

Workforce Development Programs

This section provides an overview of existing workforce development programs in the city of South Fulton. The city is focused on developing workforce solutions for employers and designing training and recruitment programs to generate a productive talent pipeline and support continued business growth. A key component of the workforce development strategy is the city's Small Business Resource Center & Incubator, which will be a part of the South Fulton Economic Development Resource Center, East Campus that will also include co-working space. The city is also hosting career fairs and coordinates with other local, state, and federal workforce programs.

Small Business Resource Center & Incubator

The city of South Fulton's Small Business Resource Center & Incubator, opening in Spring 2020, will provide small and emerging businesses with resources that cover all aspects of starting and operating a business, including accounting, finance, human resources, management, marketing, tax, and more. The center will also provide access to affordable office space. With a mission to facilitate entrepreneurship, the center will partner with essential service providers for businesses, including CPAs, bookkeepers, attorneys, and marketing.

The network also includes support service partners that help with training and provide one-on-one counseling, certifications, and other supportive services to help enhance the growth and success of small businesses. These diverse and well-established partners include private, public, governmental, and educational institutions, such as the South Fulton Chamber of Commerce, Atlanta Technical College, Aerotropolis Atlanta Alliance, and the Small Business Development Center at Georgia State University.

South Fulton Co-working Space

Co-working space in South Fulton allows entrepreneurs the opportunity to utilize shared resources in order to help them gain access to equipment, space, and services that they could not otherwise afford. As a business services provision model, it cultivates local talent by allowing entrepreneurs to work independently or collaboratively in shared office space.

City of South Fulton Career Expo

Career expos provide an opportunity for South Fulton to connect local companies to the community. Career expos can help connect seasoned executive-level professionals and those beginning their careers. Key partners include Fulton County Schools, Miller Zell, and Georgia Power.

South Fulton Career Center

In addition to local programs, Fulton County provides workforce development opportunities within the city of South Fulton. The Fulton County Housing and Community Development Workforce Development Division operates a Career Center in South Fulton, providing job search and placement services, supportive services, post-employment services and soft skills training. The county also manages a workforce development program for young people that connects young residents to job opportunities and encouraging leadership and independent thinking.

Atlanta Job Corps Center

South Fulton will be home to Atlanta's Job Corps Center, as part of the U.S. Department of Labor's Job Corps program. Job Corps is the largest free residential education and job training program for young adults ages 16–24. The program provides enrollees, who must meet income eligibility requirements, free room and board, clothing, a living allowance, health care, childcare, books and supplies. Job Corps centers also serve as employment centers for the local area, and the Atlanta Job Corps Center's decision to locate in South Fulton will have a beneficial impact on attracting and retaining businesses in the City.

Aerotropolis Atlanta

Aerotropolis Atlanta is a public-private partnership that promotes workforce and economic development of the South side of metro Atlanta. Aerotropolis Atlanta connects industry, community, and education and training stakeholders to develop and implement workforce solutions such as training and recruitment programs that maintain a pipeline of support to local businesses. Key industry sectors that Aerotropolis Atlanta focuses on include aerospace, bio-life sciences, agri-business, logistics and multimedia production.

Notable Planned Developments

Vesta Red Oak Apartments

The $19 million Vesta Red Oak Apartments project will increase the supply of clean, safe, and high-quality workforce housing units in South Fulton. The project consists of redeveloping the currently 100 percent vacant multifamily development that exists on the site with 220 new apartment units in 12 apartment buildings, as well as a clubhouse. The development will be situated on over 19 acres with approximately 221 thousand rentable square feet and will incorporate environmentally responsible design features such as energy efficient appliances, new HVAC units, electrical systems, water heaters, and windows.

The Vesta Red Oaks Apartments will have rents between 60 and 80 percent of area median income (AMI) and will contribute to the economic development of the city and Fulton County through generated sales tax and business license revenues. The developer, Middleburg Communities LLC, has extensive experience developing and operating high-quality workforce housing, with residential rental housing projects in Tennessee, North Carolina, South Carolina, Kentucky, Georgia, and Texas, as well as 1,400 units in development. Notably, Middelburg is committed to supporting the community and manages a “Local Heroes Program” that provides a rent discount to firefighters, police officers, emergency medical technicians, and public-school teachers.

Halpern’s Steak and Seafood Company

The expansion of the Halpern’s Steak and Seafood Company’s manufacturing and distribution facility represents a $27 million investment in South Fulton. The company will acquire and expand the facility it currently leases and add a new 47,000 square foot building. The project will add 46 new permanent full-time jobs to the existing 260 employees of the company’s South Fulton location, as well as create 90 temporary construction jobs. The overall economic impact of the project is estimated to be over $119 million for South Fulton and Fulton County.

Publix and Sandtown Crossing

A new 67,000 square foot Publix is slated to open in Fall 2020 at the 35-acre mixed use development, Sandtown Crossing, located at the corner of Camp Creek Parkway and Campbellton Road. The Publix is planned to be a new prototype for the store. The Publix will also include additional suites on its east and west wings with over 11,000 square feet available for restaurant use. It will also include a drive-through pharmacy.

The Anthem at Riverside

Situated at the intersection of Waycrest Drive and Riverside Drive, The Anthem at Riverside is a senior-oriented rental community that will open by the end of 2020. The project will have 80 units and is financed in part with Low Income Housing Tax Credits (LIHTC). Of the 80 units, 16 will be market-rate. The newly constructed units will have kitchens equipped with a range, a refrigerator, dishwasher, garbage disposal, and microwave. Each unit will also include washer and dryer connections, ceiling fans, central heating and air-conditioning, window blinds, grab bars, and emergency pull cords. Amenities include a community room, an exercise/fitness center, a computer center, an outdoor garden, covered picnic pavilion and a medical office.

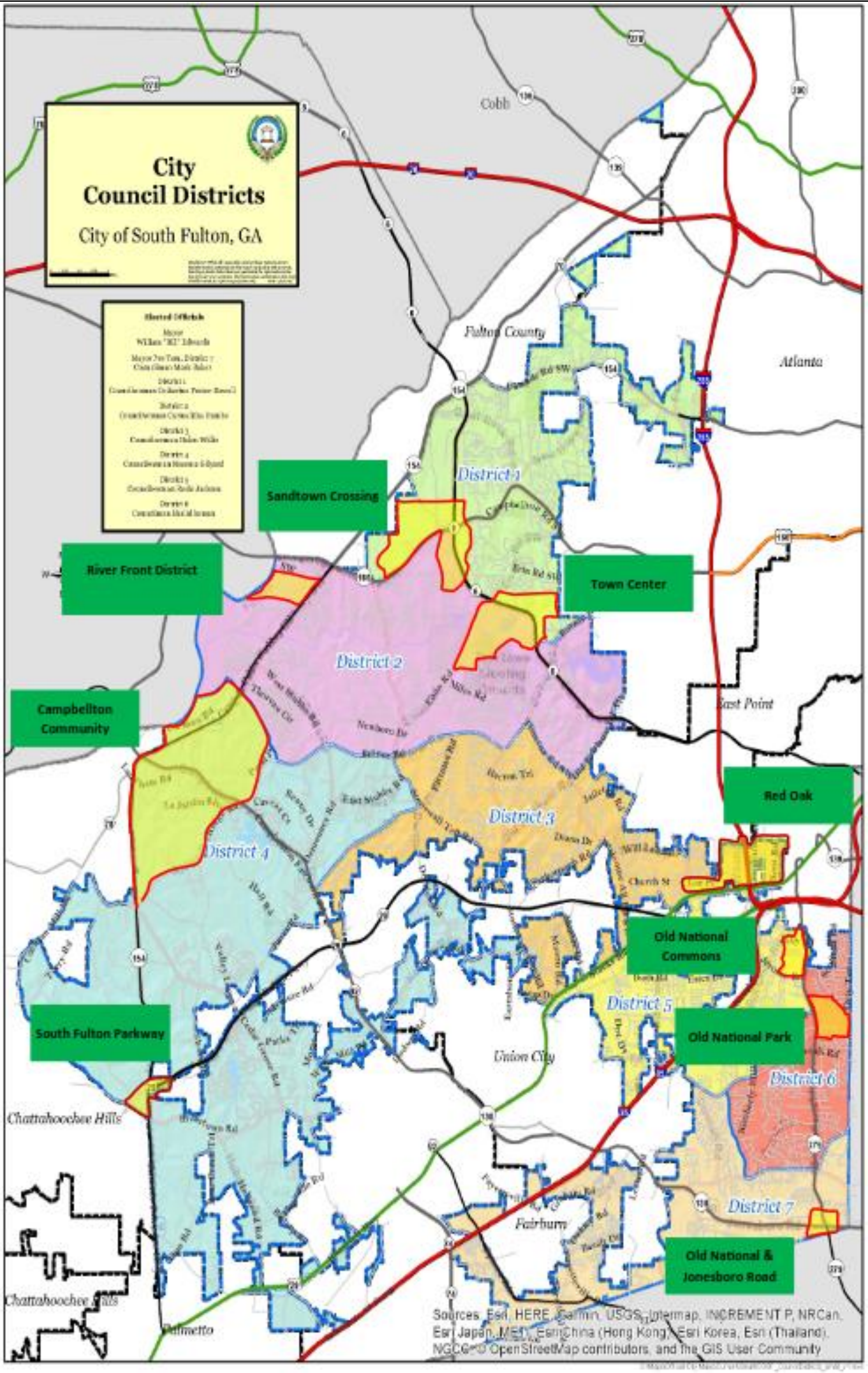
Atlanta Job Corps Center

As described in the previous section, South Fulton will be home to Atlanta’s Job Corps Center, as part of the U.S. Department of Labor’s Job Corps program. The Center represents a nearly $60 million investment in the city. The South Fulton campus is expected to be one of the top employment centers in the area. With students spending nearly 18 months in the program, the center is an opportunity to attract talent from around the region to create a pipeline for employers in South Fulton and the Atlanta metro broadly.

Economic Opportunity Focus Areas

Since the city of South Fulton's incorporation in 2017, several primary focus areas have been identified for development, redevelopment, and/or revitalization. Each of these areas, shown in Figure 50, has a project or projects planned for the near- to long-term future. Accordingly, each area is included in the recommendations section of this strategic plan. Below is a brief description of both the plans as of early 2020 as well as of each of the areas as they exist presently.

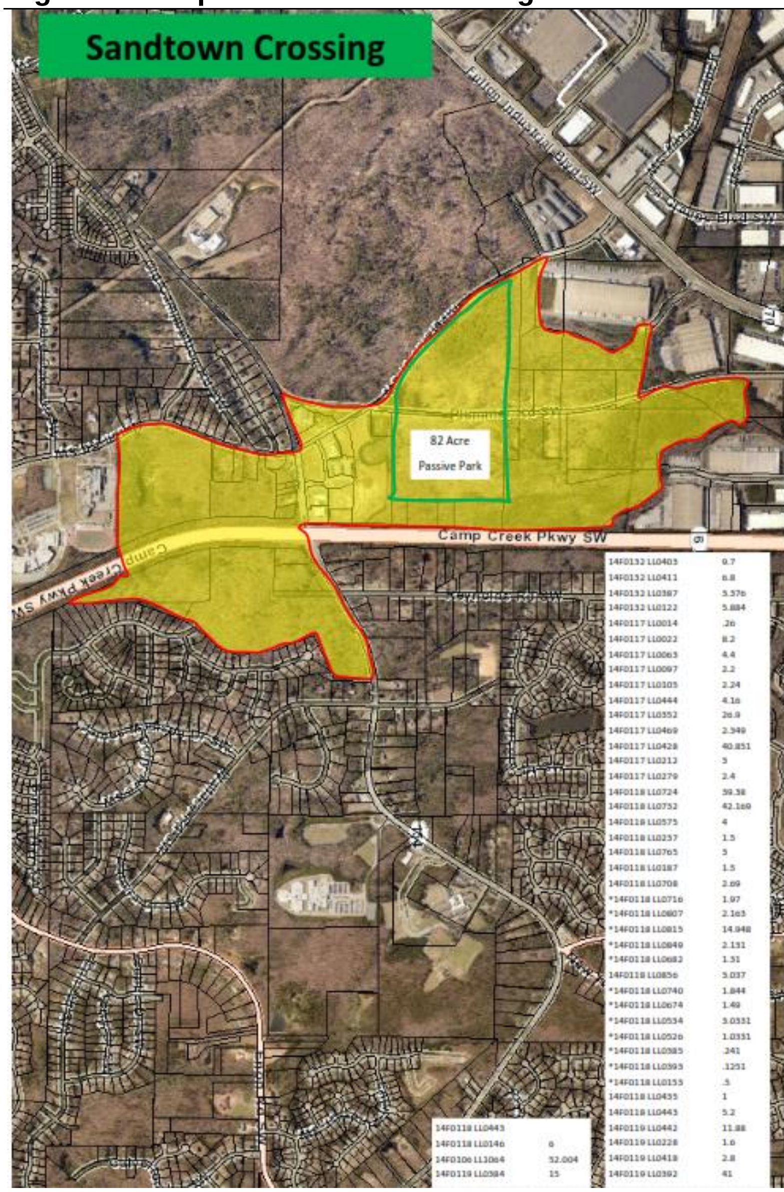
Figure 50: Map of Focus Areas



Sandtown Crossing

Located in City Council District 1 in the northern part of the city of South Fulton, the Sandtown Crossing focus area includes a new 82-acre passive park, and the Sandtown Crossing Shopping Plaza with a 35-acre mixed use development that includes a Publix scheduled to open in November 2020, as well as a new senior citizen development and other amenities. Current uses include retail, office, and daycare. This focus area is located close to the many businesses on Fulton Industrial Boulevard and lies between three major Fulton County schools. See Figure 51 for a map of this area.

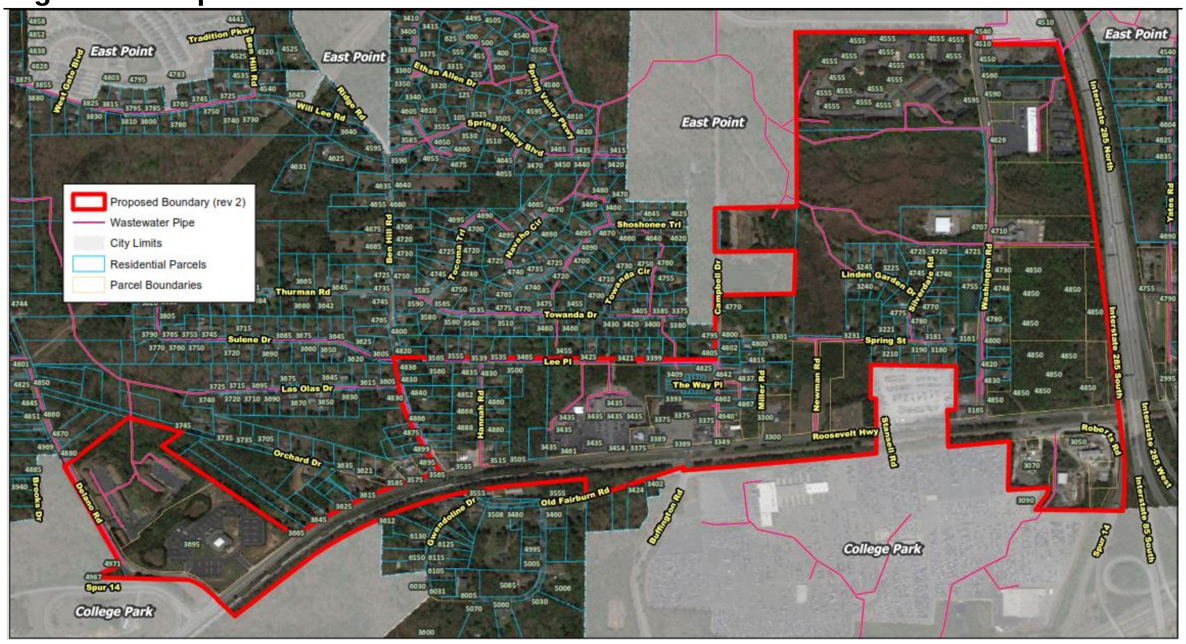
Figure 51: Map of Sandtown Crossing Focus Area



Red Oak Historic District

The Red Oak Historic District is a commercial area located in the City Council District 3 near College Park and East Point. The city recently received notice of inclusion into the Georgia Main Street Program and will be hiring a Main Street Manager to lead the revitalization effort for the Red Oak Historic District. The Georgia Main Street Program follows the National Main Street Approach using "Transformation Strategies" that stress economic vitality, design, promotion, and organization to revitalize historic downtowns and commercial districts. See Figure 52 for a map of this area.

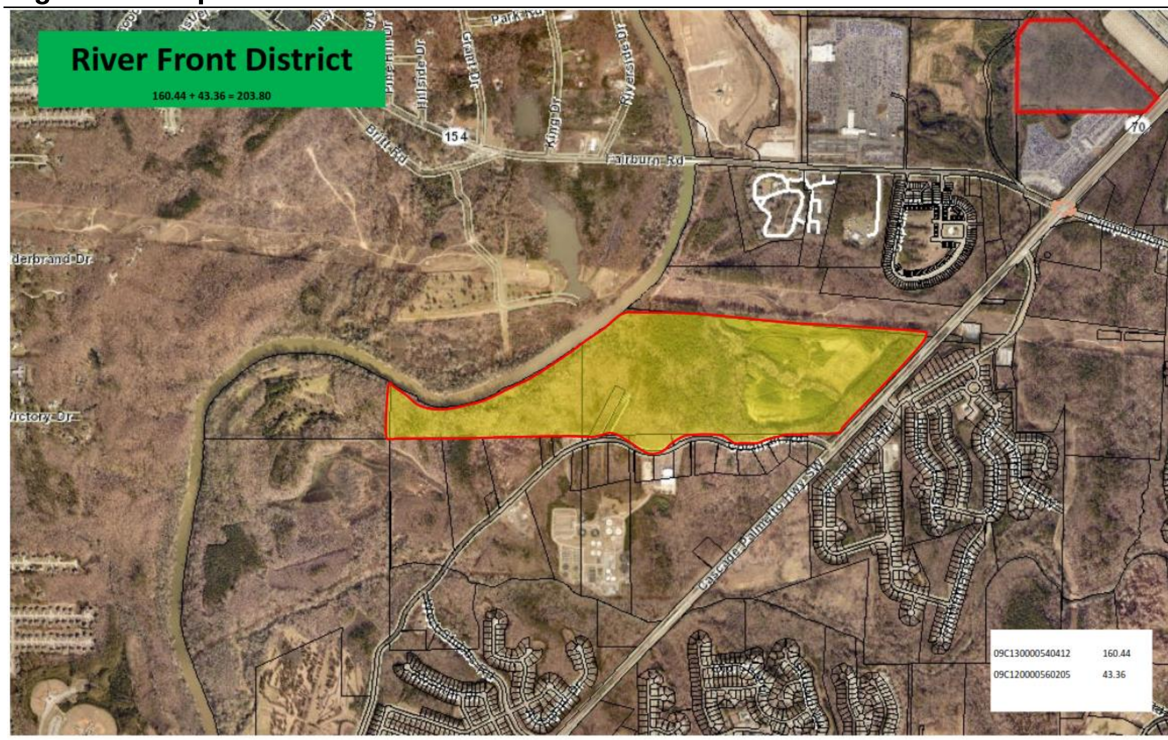
Figure 52: Map of Red Oak Historic District



River Front District

The River Front District is a 200-acre area located in City Council District 2 along the Chattahoochee River. A developer has plans to build a high-density mixed-use development in this focus area that features walkable blocks and streets with shopping, restaurants, and residences, with public spaces and public access to the Chattahoochee River. This development may be similar in design to the Avalon development in Alpharetta. See Figure 53 for a map of this area.

Figure 53: Map of River Front District Focus Area



South Fulton Parkway-Cedar Grove

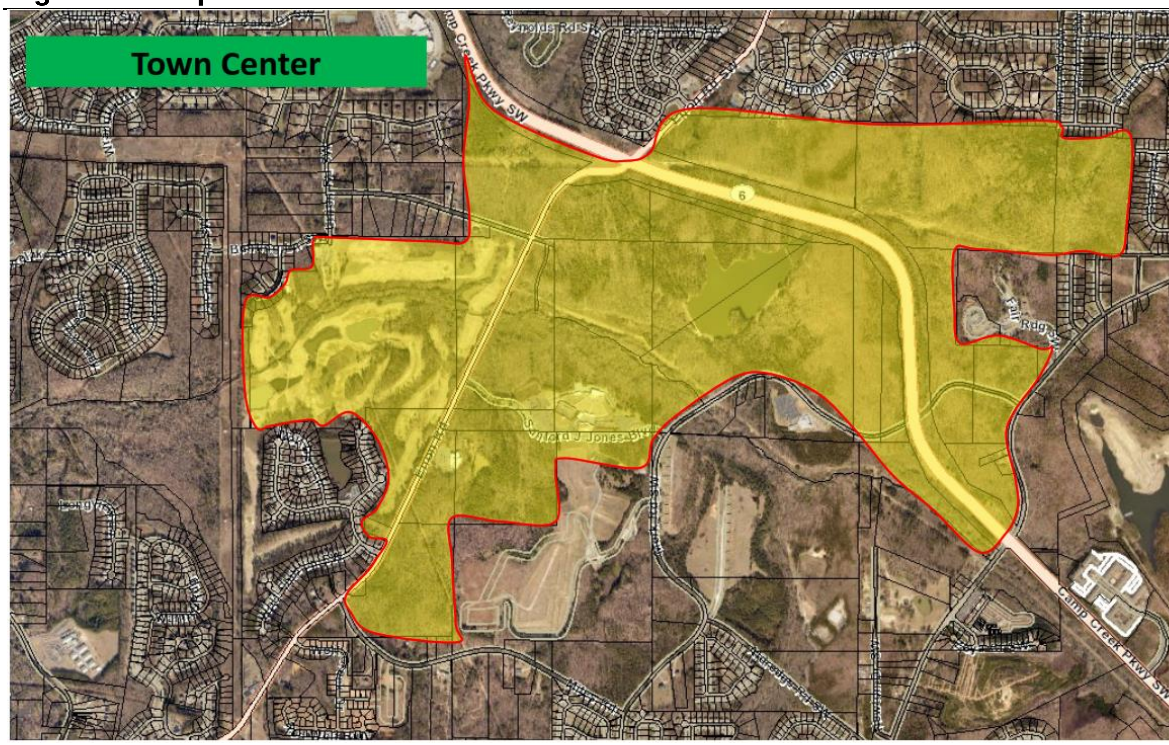
The South Fulton Parkway-Cedar Grove focus area is located in City Council District 4 in the southwest part of the city of South Fulton. Longer term plans for this area include local neighborhood-serving retail and restaurants, possibly some residential uses and small professional offices. See Figure 54 for a map of this area.

Figure 54: Map of South Fulton Parkway-Cedar Grove Focus Area

Town Center

The Town Center district is a 600-acre area located along Camp Creek Parkway that features a water amenity, Vandiver Lake. Most of this focus area (400 acres) lies in City Council District 2, but the remainder of the area is in District 1. A public-private partnership development is proposed for this district which will likely feature a government complex, public spaces, amenities, public parking, and a mix of commercial and residential development. The development will serve as a catalyst for the area by creating a market-based destination that will enhance the built environment, create jobs, improve mobility, and be sustainable through the years. The area is well served by major roads and easily accessible from all parts of the city of South Fulton and much of the Atlanta metropolitan area. See Figure 55 for a map of the area.

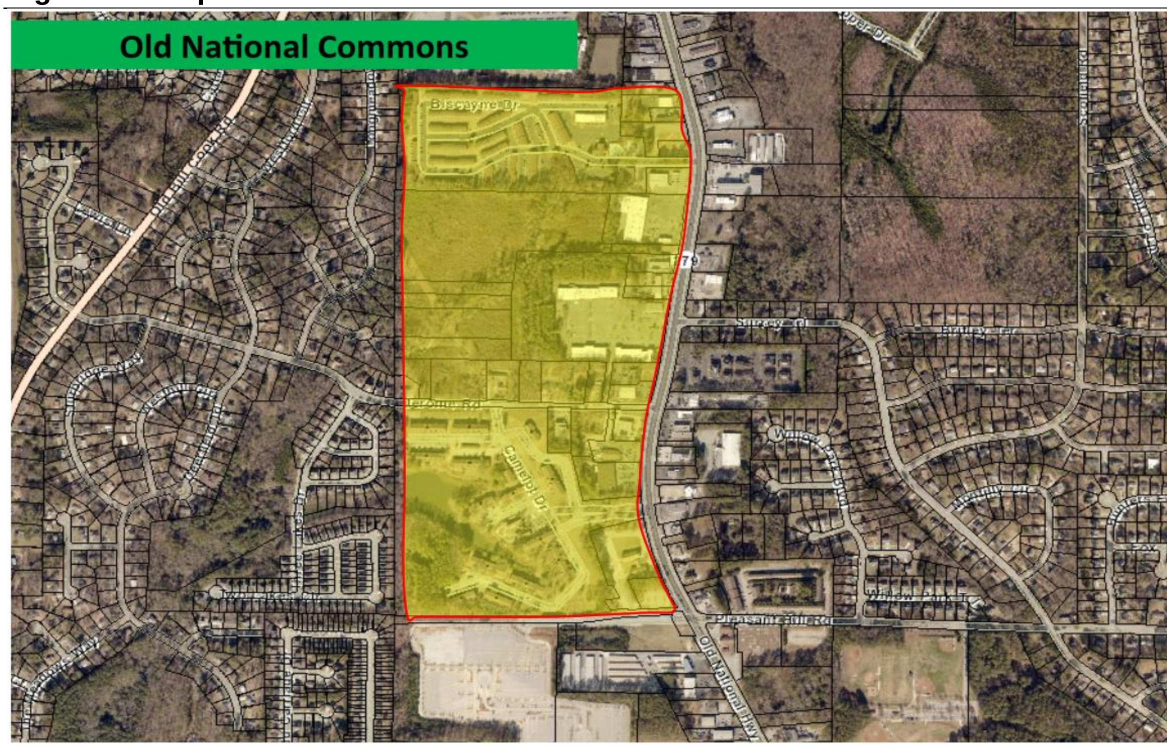
Figure 55: Map of Town Center Focus Area



Old National Commons

The Old National Commons district, located in City Council District 5 near the eastern edge of the city of South Fulton, is one of three focus areas located along Old National Highway. Presently, this area has two apartment complexes in need of major rehabilitation. The area also has vacant land with potential for infill development. The city recently received notice of designation in the Georgia Main Street Program and will be hiring a Main Street Manager to lead the revitalization effort for Old National as a whole (i.e., all three of the Economic Opportunity Focus Areas on Old National). The Georgia Main Street Program follows the National Main Street Approach using "Transformation Strategies" that stress economic vitality, design, promotion and organization to revitalize historic downtowns and commercial districts. See Figure 56 for a map of this area. There is also potential for a major hotel and meeting space directly across from World Changers Church.

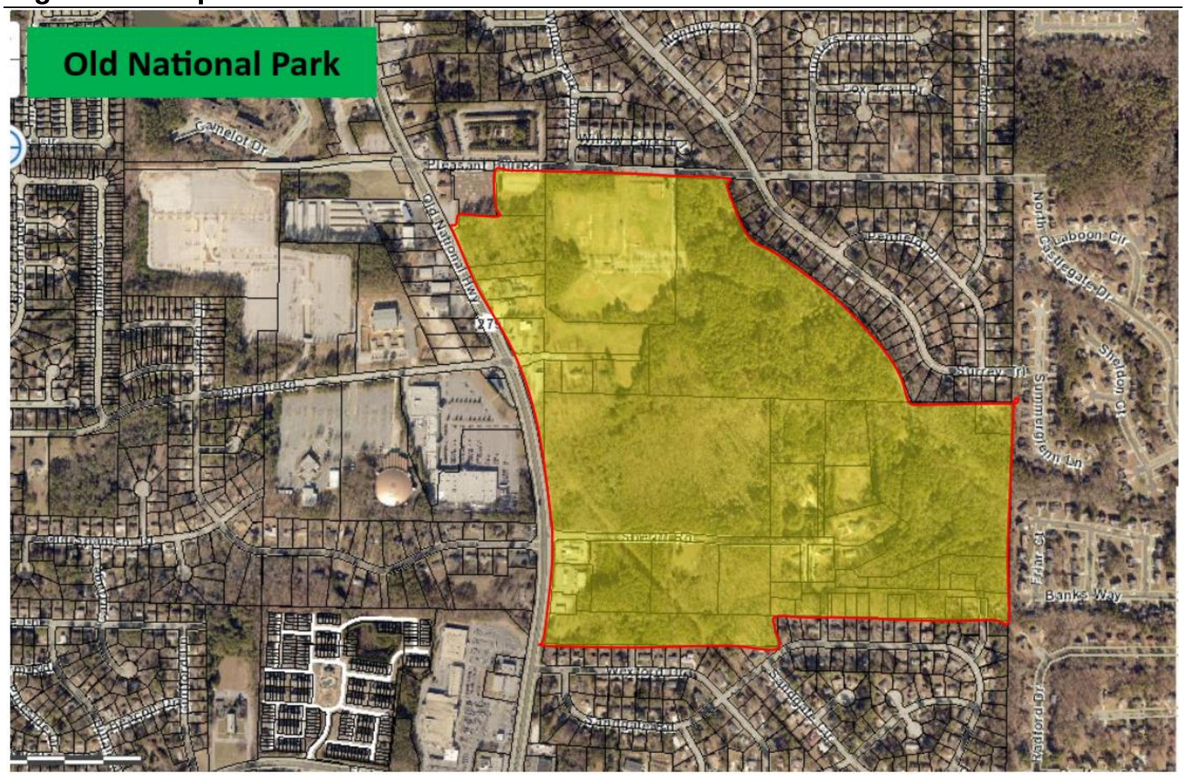
Figure 56: Map of Old National Commons Focus Area



Old National Park

The Old National Park district is located south of Old National Commons on the east side of Old National Highway in City Council District 6. Old National Park is a mostly vacant 80-acre site. This focus area is well-suited for a new high-density mixed-use development over the long term. As noted above this area is part of the Old National Main Street area. See Figure 57 for a map of this area.

Figure 57: Map of Old National Park Focus Area



Old National and Jonesboro Road

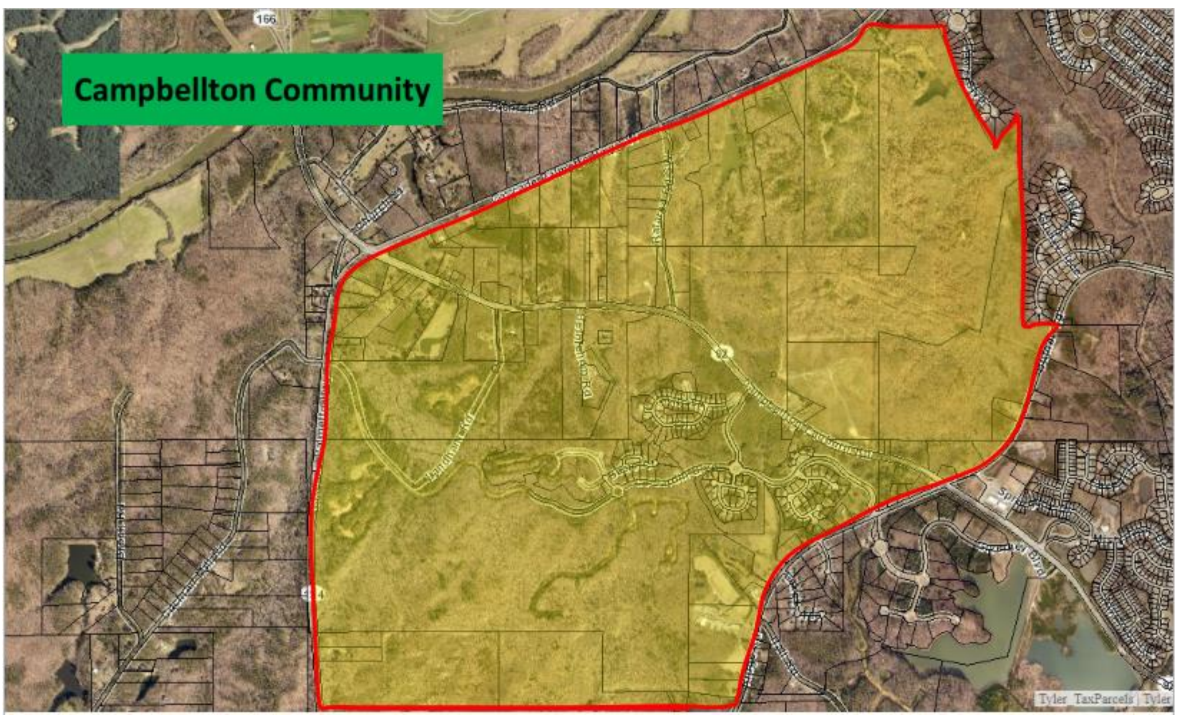
The Old National and Jonesboro Road District is located in the southeastern corner of the city of South Fulton in City Council District 7. The area is relatively small in size but sufficient enough for a small new development over the long-term that would include primarily neighborhood serving retail. As with the other two Old National focus areas, this stretch of Old National is part of the Old National Main Street area in the process of designation. See Figure 58 for a map of this area.

Figure 58: Map of Old National and Jonesboro Road Focus Area

Campbellton Community District

This focus area is partly located in the city of Chattahoochee Hills and partly in the city of South Fulton. The South Fulton portion is in City Council District 4. The idea behind the Campbellton Community District is to reconstitute Campbellton, the historic county seat of former Campbell County. The new Campbellton is a multi-jurisdictional project on the site of the historic town center location. A plan is being developed in 2020 (an RFP for a planning team was issued in December 2019) for a mixed-use village with shops, restaurants, other places of employment, housing and recreational opportunities including collaboration with the concurrent Chattahoochee Riverlands project. See Figure 59 for a map of this area.

Figure 59: Map of Campbellton Community District Focus Area



Competitive Assessment

Introduction to Competitive Areas

South Fulton's leadership and steering committee has identified six jurisdictions in the Atlanta metro area as "peer localities": Douglasville, College Park, Union City, Sandy Springs, Stonecrest, and Coweta County. This section examines these localities' demographics, recent employment trends, and economic development programs.

As shown in Table 12, South Fulton's peer localities range in size. By population, these localities range from roughly 15,000 to 149,000; total employment ranges from 7,600 to 103,000.

Table 12: Summary of Comparison Geographies, 2019

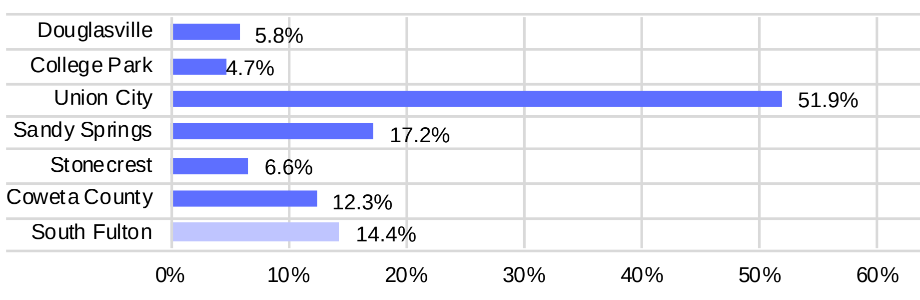
	Total Primary Jobs		Change	
Geography	**2013**	**2017**	**Number**	**Percent**
Douglasville	17,190	18,183	993	6%
College Park	26,272	27,503	1,231	5%
Union City	5,790	8,794	3,004	52%
Sandy Springs	103,880	121,771	17,891	17%
Stonecrest	15,558	16,584	1,026	7%
Coweta County	31,010	34,837	3,827	12%
South Fulton	*12,859*	*14,705*	*1,846*	*14%*

Notes:
(a) For College Park, Union City, and South Fulton, unemployment rate represents unemployment rate for balance of Fulton County outside BLS-identified localities with populations over 25,000. For Stonecrest, a similar calculation was performed for DeKalb County.

Sources: Esri Business Analyst; Fulton County, GA; Bureau of Labor Statistics; BAE 2020.

Most of these localities gained jobs between 2010 and 2015, with employment growing at rates ranging from 4.7 percent to 51.9 percent, as shown in Figure 60. South Fulton logged 14.4 percent growth in jobs over the same period.

Figure 60: Percent Change in Local Jobs, 2013 – 2017



Note: Includes primary jobs only.

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

As shown in Table 13, the peer localities with the largest job gains in both absolute terms – Sandy Springs and Coweta County – benefitted from a diverse industrial mix that includes a range of service-sector enterprises. In Sandy Springs, enterprises in the healthcare and social assistance, and finance and insurance category experienced the largest growth in employment between 2013 and 2017, equivalent to 40.8 percent of the city's total increase in employment. In Coweta County, administration & support, waste management and remediation added the largest number of jobs, though growth in the manufacturing and construction jobs was also notable. In Union City, the large growth in transportation and warehousing jobs is accompanied by a corresponding loss of transportation and warehousing jobs in South Fulton (2,002 new jobs in Union City versus loss of 722 jobs in South Fulton. Thus, there seems to be a shift regionally in the location of these jobs, and some modest growth in the industry regionally.

Table 13: Top Growth Industries of Peer Localities and South Fulton, 2013 – 2017

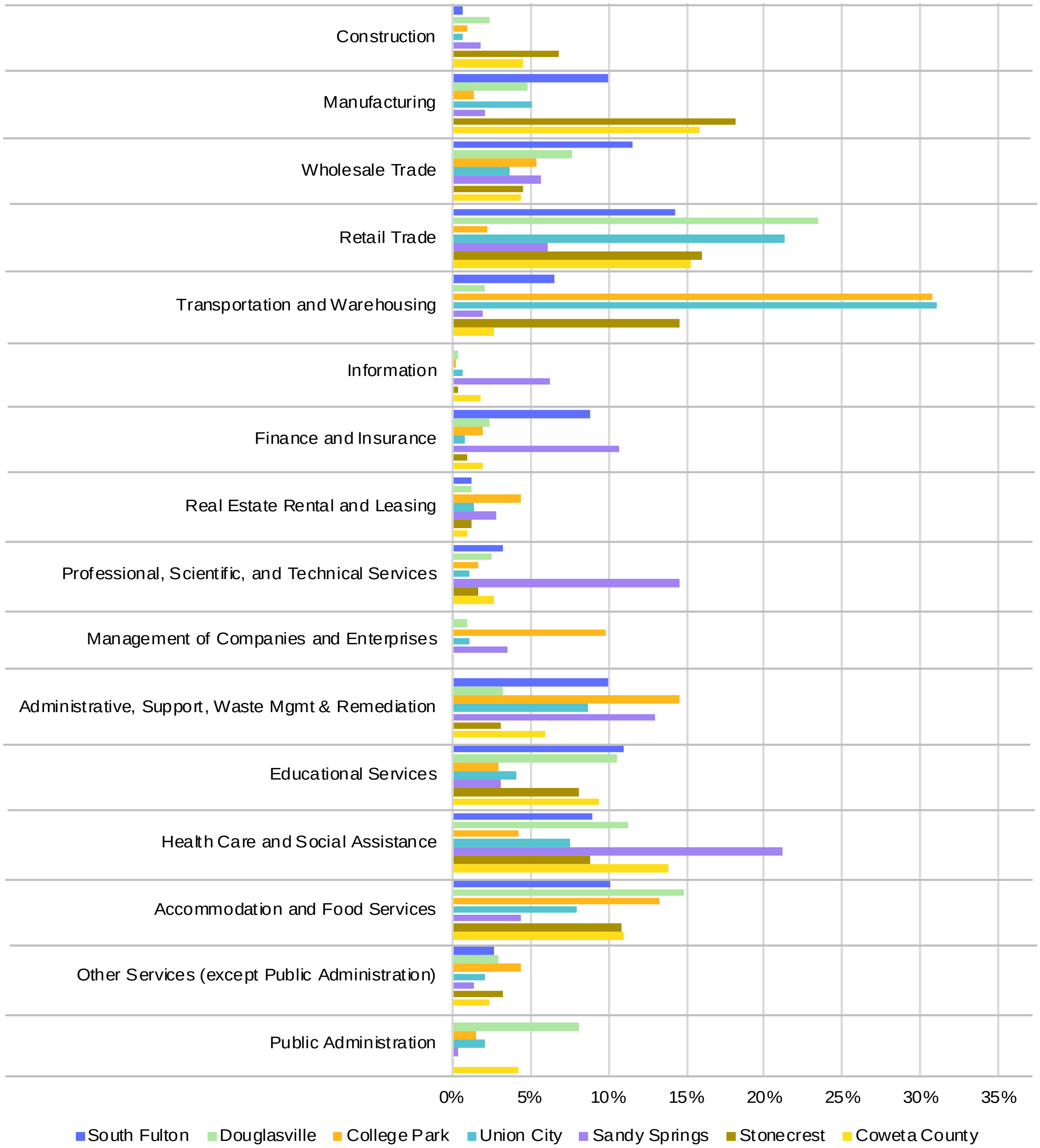
	Total Jobs		Change	
Geography / Top Growth Industries	**2013**	**2017**	**Number**	**Percent**
Douglasville	**17,190**	**18,183**	**993**	**5.8%**
Management of Companies and Enterprises	20	164	144	720.0%
Wholesale Trade	470	1,411	941	200.2%
Retail Trade	3,565	4,260	695	19.5%
College Park	**26,272**	**27,503**	**1,231**	**4.7%**
Management of Companies and Enterprises	1,171	2,701	1,530	130.7%
Administration & Support, Waste Management and Remediation	3,575	4,013	438	12.3%
Other Services (excluding Public Administration)	806	1,196	390	48.4%
Union City	**5,790**	**8,794**	**3,004**	**51.9%**
Transportation and Warehousing	728	2,730	2,002	275.0%
Health Care and Social Assistance	321	664	343	106.9%
Retail Trade	1,562	1,870	308	19.7%
Sandy Springs	**103,880**	**121,771**	**17,891**	**17.2%**
Health Care and Social Assistance	20,608	25,736	5,128	19.9%
Finance and Insurance	10,309	13,025	2,716	20.9%
Management of Companies and Enterprises	2,293	4,356	2,063	47.4%
Stonecrest	**15,558**	**16,584**	**1,026**	**6.6%**
Manufacturing	2,324	3,020	696	29.9%
Educational Services	985	1,351	366	37.2%
Retail Trade	2,297	2,655	358	15.6%
Coweta County	**31,010**	**34,837**	**3,827**	**12.3%**
Manufacturing	4,137	5,547	1,410	34.1%
Health Care and Social Assistance	3,783	4,843	1,060	28.0%
Construction	973	1,577	604	62.1%
South Fulton	**12,859**	**14,705**	**1,846**	**14.4%**
Administration & Support, Waste Management and Remediation	841	1,461	624	74.2%
Health Care and Social Assistance	822	1,311	489	59.5%
Manufacturing	1,005	1,472	467	46.5%

Note:
Includes primary jobs only.

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Sandy Springs' economy remains diverse and service-driven. As shown in Figure 61, health care and social assistance is Sandy Springs' top employer, accounting for more than 20 percent of jobs; professional, scientific, and technical services provide roughly 15 percent of jobs. Coweta County's industry mix is similarly diverse: no one sector accounts for more than about 15 percent of jobs. Retail trade is the top job-creating sector in Douglasville (more than 20 percent of jobs). In both College Park and Union City, transportation and warehousing enterprises account for 30 percent of jobs.

Figure 61: Local Jobs by Industry, 2017



Note:
Industries that account for one percent of jobs or less in all six geographies are not shown (Agriculture, Forestry, Fishing and Hunting; Mining; Utilities; and Arts, Entertainment, and Recreation).

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Economic Development Incentives and Resources
South Fulton's peer localities enjoy a range of economic development support. In some places, such as Union City, state-level programs (notably the Georgia State Opportunity Zone tax credit program) account for the majority of economic incentives available to businesses; others, such as College Park and Sandy Springs, offer more robust incentive programs through local economic development departments or authorities.

Most municipalities offer some form of site selection assistance, though the range and type of that assistance varies. The availability of bond financing through a local or county development authority is also a point of commonality.

The economic development infrastructure and resources available to South Fulton's peers are described below.

Douglasville, Douglas County, GA

The City of Douglasville has access to economic development resources on both the city and county level, though the bulk of the incentives available to incoming businesses operate through the Douglas County Economic Development Authority, which is charged with economic development for both Douglas County and Douglasville.

The City of Douglasville has two dedicated economic development staff: an Economic Development Manager within the Community Development Department, and a Main Street Coordinator associated with the Main Street Program, also overseen by Community Development.

The Douglas County Economic Development Authority has three staff: an executive director, a project manager in charge of existing industry and talent partnerships, and an executive assistant. Members of the authority's nine-person board, consisting of local business officials, also appear to carry some administrative responsibility.

Major programs and resources for businesses are outlined below.

<u>State Opportunity Zones.</u> Douglasville has several Georgia State Opportunity Zones. This designation gives portions of Douglasville an advantage in attracting businesses by increasing the value of state tax incentives – namely, the Job Tax Credit. In these areas, companies may qualify for the Job Tax Credit by creating two or more new jobs (as opposed to 15 new jobs in Tier Three counties such as Fulton and Douglas outside of opportunity zones). The value of the credit in these areas is $3,500 per job per year (compared to $1,750 in Tier Three areas). Credits may be applied to 100 percent of state corporate income tax liability (up from 50 percent), with the excess applied to state payroll tax withholding liability.

Federal Opportunity Zones. A small portion of Douglasville lies within census tracts that have been designated Federal Opportunity Zones under the Tax Cuts and Jobs Act of 2017. By investing in these areas through specially designated "Opportunity Funds," investors may defer tax on past capital gains, reduce their eventual capital gains tax liability, and, by remaining invested for 10 years, pay no tax on the return to their Opportunity Fund investments. This designation gives Douglasville an advantage in attracting investment capital, albeit only in the small portion of the city that lies within an Opportunity Zone.

Main Street Programs through Downtown Development Authority. Douglasville has created a Downtown Development Authority to stimulate the downtown area's retail sector and provide guidance and assistance on design to maintain the area's historic character. Monetary assistance is provided primarily through two small-dollar grant programs: a Façade Grant Program, which offers businesses up to $3,000 with which to renovate storefronts, and a Retail Incentive Program, which reimburses retailers who help diversify the downtown retail landscape with new store or product types for up to $1,000 in rent or mortgage expenses and up to $500 in marketing expenses. These grant programs account for the bulk of the City of Douglasville's direct provision of business incentives. The Department of Community Development also keeps a list of available properties in the downtown area. However, this list is not easily available online for perusal by incoming businesses.

Expedited Permitting. Douglasville's economic development staff have a limited ability to expedite permits when necessary, although there is no formal process for doing so. Under normal circumstances, permit requests are processed within seven to 10 days of submittal.

Site Selection and Temporary Office Space. The Douglas County Economic Development Authority works with businesses to locate suitable sites in Douglas County, using a database of available properties, GIS tools, and other resources. In addition, companies relocating to Douglas County have access to temporary office space in Douglasville while their facilities are being constructed.

Local Tax Incentive Program. Douglas County offers property tax abatements on five- and ten-year schedules to new and existing businesses that qualify based on a combination of capital investment, job creation, and wage standards. The level of abatement offered in each year of the incentive plan is set on a case-by-case basis. To qualify, a business must score at least three points on the following rubric:

- Minimum Wage: one point for a $15 per hour minimum wage, plus one additional point for every $2.50 over the $15 level
- Capital Investment: one point for every $7.5 million invested
- Employment: one point for every 35 employees
- Existing industries receive two points

Bond Financing. In the same manner as Fulton County, the Douglas County Economic Development Authority offers taxable and tax-exempt bonds backed by personal and real property as a means of providing low-cost financing to economic development projects.

Workforce Solutions and Employee Training. The Douglas County EDA serves as an intermediary between incoming businesses and a host of workforce development programs offered by local institutions and the state and federal governments. These include Georgia's QuickStart program, which provides customized workforce training for companies creating jobs in the state; training tax credits; and employee screening services.

Freeport Tax Exemption. Like South Fulton, Douglas County has enacted a 100 percent exemption from local inventory taxes for all goods in the process of being manufactured or produced; inventory of finished goods manufactured or produced in Georgia and held by the manufacturer or producer for up to a year; inventory of finished goods on January 1 that are stored in a warehouse, dock, or wharf and are destined for shipment outside Georgia within the year; and inventory held in a fulfillment center.

College Park, Fulton County, GA

The College Park Office of Economic Development consists of three full-time staff – a director, an economic development program manager, and a Main Street manager – and one part-time project manager, who also serves as director of airport affairs. Incentives that include bond financing and property tax abatements are administered through the College Park Business and Industrial Development Authority (BIDA); a separate entity led by a board of local business representatives. Major programs and resources for businesses are outlined below.

Site Location Assistance. College Park offers in-person tours and assistance to businesses seeking sites and facilities in the city. They do not, however, offer an online site-location portal as some other municipalities do.

Architectural Guideline for Priority Areas. The city has enacted a set of Downtown Design Standards to help guide new development in the Main Street/Virginia Avenue area. A separate zoning overlay provides architectural standards for the Old National Highway area.

State Enterprise Zones. College Park contains two Georgia Enterprise Zones – one in the city's downtown, and another containing parts of the Old National Highway and Godby Road corridor. Companies located in these zones may obtain real and personal business property tax abatements through an agreement with the city in return for meeting minimum employment requirements (set on a case-by-case basis).

State Opportunity Zone. A portion of College Park lies within a State Opportunity Zone, offering businesses an enhanced Job Tax Credit as described above. This zone is adjacent to

Hartsfield-Jackson Atlanta International Airport and is therefore likely to attract businesses with a need for ready access to air transportation.

Federal Opportunity Zone. College Park contains a Federal Opportunity Zone that is adjacent to Hartsfield-Jackson Atlanta International Airport. This designation gives College Park an advantage in attracting investment capital, which, due to the location of the Opportunity Zone, may be particularly useful in developing industries such as trade that are reliant on easy air access.

Tax Allocation Districts. College Park has created a process for incoming businesses to seek authorization for Tax Allocation Districts, which provide a stream of development funding backed by future property tax revenues. This involves submitting a letter of intent, obtaining consent from the city's mayor and council, and approval by the College Park BIDA.

Bond Financing. The College Park BIDA offers Industrial Revenue Bond financing under the same conditions as the Development Authority of Fulton County.

Property Tax Abatements. The College Park BIDA offers property tax abatements to incoming businesses on a per-project, negotiated basis. These are extended only when they are necessary for a project to proceed, and when that project would bring substantial investment to the city.

Union City, Fulton County, GA

Union City has neither a full-time economic development staff, nor a formal economic development department. Economic development functions are handled on an ad-hoc basis by the Department of Community Development. Following is a list of major programs and resources for local businesses.

State Opportunity Zone. Much of Union City lies within a State Opportunity Zone, offering businesses an enhanced Job Tax Credit as described above. This designation is due to expire in 2019; however, the city is currently seeking a renewal.

Georgia Foreign Trade Zone (FTZ). Sections of Union City along South Fulton Parkway lie in a federally designated Georgia Foreign Trade Zone, within which companies enjoy delayed or reduced duties on imported components and merchandise and duty-free exports. These reduced effective duty rates are intended to make companies within the FTZ more competitive with foreign enterprises and have the effect of attracting foreign and domestic import-export businesses to the designated area.

Freeport Tax Exemption. Like South Fulton, Union City has enacted a 100 percent exemption from local inventory taxes for all goods in the process of being manufactured or produced;

inventory of finished goods manufactured or produced in Georgia and held by the manufacturer or producer for up to a year; inventory of finished goods on January 1 that are stored in a warehouse, dock, or wharf and are destined for shipment outside Georgia within the year; and inventory held in a fulfillment center.

Tax Allocation Districts. Union City currently contains one tax allocation district that includes industrial, commercial, and residential development, including Atlanta Metro Studios.

Business License Fee Cap. Union City caps annual business license fees for various types of business at a level dependent upon the profitability ratio for that category of business. At maximum, annual fees are capped at $35,000, plus a $25 processing charge.

Vacant Site Directory. Union City maintains an attractive "look book" of vacant commercial properties on its website, as well as an interactive ArcGIS-hosted parcel map, with commercial and industrial parcels prominently featured.

Sandy Springs, Fulton County, GA

Sandy Springs' Office of Economic Development consists of a staff of two – one director, and one economic development specialist – that works closely with the city's Community Development department. The department oversees the Sandy Springs Development Authority, a seven-member body that meets on an ad-hoc basis to issue financing for qualifying projects. The department offers several resources and incentives for incoming companies, described below and on the following pages.

Economic Incentive Program. Companies making at least $1 million in capital investments and creating at least 15 jobs that pay at least $75,000/year qualify for an incentive package that includes expedited permitting (described below) and waivers for business license, building, and impact fees for up to three years.

Small Business Incentive Program. Small businesses located in the city's seven Priority Redevelopment Areas have access to the same incentives offered under the Economic Incentive Program with lower investment and employment requirements. Notably, there is no wage requirement attached to the jobs that must be created to qualify. This program is structured in three tiers:

1. Companies investing at least $250,000, creating at least five jobs, and committing to remain in Sandy Springs for at least four years receive expedited permitting and a one-year fee waiver.
2. Companies investing at least $500,000, creating at least ten jobs, and committing to remain in Sandy Springs for at least seven years receive expedited permitting and a two-year fee waiver.

3. Companies investing at least $750,000, creating at least 15 jobs, and committing to remain in Sandy Springs for at least ten years receive expedited permitting and a three-year fee waiver.

Expedited Permitting. Subject to City Council approval, the Economic Development department may authorize expedited permitting for an incoming business. This moves a company's permit application to the front of the queue; currently, processing time for non-expedited permits is roughly 14 days.

Site Location Services. In place of a static site catalog or a custom site location platform, Sandy Springs directs those seeking a list of available sites to custom search results from a selection tool hosted by Georgia Power.

Research Support. In addition to incentive programs, Sandy Springs' economic development department offers to conduct research for incoming businesses on topics including available real estate, financial incentives and business taxes, permits and licenses, and demographic and economic data. The department also offers to arrange for introductions to community leaders and tours of the community, including potential sites.

State Opportunity Zone. A portion of Sandy Springs surrounding the intersection of Roswell Road and I-285 constitutes a State Opportunity Zone, offering businesses an enhanced Job Tax Credit as described above. This designation is due to expire in 2020 but may be renewed at the discretion of the Commissioner of the Department of Community Affairs.

Bond Financing. The Sandy Springs Development Authority offers taxable and tax-exempt bond financing under conditions identical to those offered by the Development Authority of Fulton County. In practice, the SSDA handles projects whose primary impact is in the city, while the DAFC plays a role in financing larger projects (such as Mercedes-Benz USA's headquarters, which opened in 2018).

Stonecrest, DeKalb County, GA

The City of Stonecrest, GA, was incorporated in 2016. It has a small economic development department, consisting of one full-time director. The economic development department offers limited assistance to companies searching for real estate in the city of Stonecrest. Companies locating in Stonecrest also have at their disposal DeKalb County's robust set of economic development incentives and tools, most of which are managed through the Decide DeKalb Development Authority (DDDA), the county's economic development arm. The DDDA consists of a two-person executive team and five staff and is overseen by a seven-person board that fulfills limited administrative duties.

Major tools and resources offered at the county and city levels are described below.

DeKalb County Economic Incentive Policy. DeKalb County offers incentives to support new investment and job creation in the areas of Professional and Business Services, Life Sciences, Tourism, Logistics, Construction and Support Trades, and Advanced Manufacturing. To secure permit fee reductions and tax abatements, projects must meet investment and job creation thresholds outlined in Table 14**Error! Reference source not found.**. Developers may also secure matching funds for water and sewer capacity upgrades by providing a certain level of new water and sewer revenues, as outlined in Table 14. Applicants must demonstrate that the relevant investments would not occur but for incentives offered by the county.

Table 14: DeKalb County Economic Incentive Program Outline

Tier	Taxable Investment Range	Job Creation Minimum	Water/Sewer Revenue Threshold	Incentives
I	$10 million to $15 million	20	$100,000	Permit discounts of 50% on General Contractor Fees; Business occupation taxes capped at $1,000 for one year; Up to $100,000 in matching funds for water/sewer improvements costing no more than $200,000
II	$16 million to $20 million	30	$200,000	Permit discounts of 60% on General Contractor Fees; Business occupation taxes capped at $1,000 for two years; Up to $200,000 in matching funds for water/sewer improvements costing no more than $400,000
III	$21 million to $30 million	40	$300,000	Permit discounts of 70% on General Contractor Fees; Business occupation taxes capped at $1,000 for three years; Up to $300,000 in matching funds for water/sewer improvements costing no more than $600,000
IV	$31 million to $50 million	60	$400,000	Permit discounts of 80% on General Contractor Fees; Business occupation taxes capped at $1,000 for four years; Up to $400,000 in matching funds for water/sewer improvements costing no more than $800,000
V	$51 million to $75 million	100	$500,000	Permit discounts of 100% on General Contractor Fees; Business occupation taxes capped at $1,000 for five years; Up to $500,000 in matching funds for water/sewer improvements costing no more than $1 million
VI	$76 million and above	100	$750,000	Permit discounts of 100% on General Contractor Fees; Business occupation taxes capped at $1,000 for five years; Up to $750,000 in matching funds for water/sewer improvements costing no more than $1. million

Source: DeKalb County Board of Commissioners; BAE 2019.

Applicants obtaining one or more sustainable building certification receive a 15 percent credit toward the required investment to obtain all incentives. In addition, projects where sewer usage is 30 percent or less of water usage will receive 50 percent discount in sewage rates for five years.

Projects investing at least $10 million may request an expedited permit process. If agreed to, DeKalb County will agree to do a ten-day review for all land development and building permits and will designate a single point of contact for the developer within county government.

Any company receiving incentives must cooperate with DeKalb County Workforce Development Agency to advertise the jobs created during the development process. These companies are also required to take advantage of agency services as appropriate. These services include job candidate recruitment and screening, occupational skills and work-based training, skills assessments for new and existing employees, and layoff aversion solutions.

Property Tax Abatements. Through the Decide DeKalb Development Authority (DDDA), the county offers tax abatements on property developed or acquired in the course of new investments. The level of tax abatement is decided based on the project's direct economic impact on DeKalb County. Incentives may be applied across 10, 15, or 20 years.

Bond Financing. Like the Development Authority of Fulton County, DDDA serves as a conduit issuer for companies and institutions seeking taxable or tax-exempt bond financing.

Freeport Exemptions. Like South Fulton, DeKalb County has enacted a 100 percent exemption from local inventory taxes for all goods in the process of being manufactured or produced; inventory of finished goods manufactured or produced in Georgia and held by the manufacturer or producer for up to a year; inventory of finished goods on January 1 that are stored in a warehouse, dock, or wharf and are destined for shipment outside Georgia within the year; and inventory held in a fulfillment center.

Down Payment Assistance. Through the WE DeKalb program, DDDA offers down payment grants of up to five percent to applicants seeking to purchase or refinance a home in the county. Buyers using the Freddie Mac HFA Advantage loan are eligible for an additional $2,500 in grant funding.

The WE DeKalb program was specifically designed to assist employers in DeKalb County in their efforts to attract and retaining talent and is targeted at potential homebuyers whose incomes exceed levels needed to qualify for affordable housing subsidies. The maximum qualifying income of a two-person household is currently $81,900; for a household of three or more people it is $95,600.

Coweta County, GA

Coweta County conducts economic development activities primarily through the Coweta County Development Authority, which is staffed by a president and a director of existing industries and workforce development. Members of the authority's seven-person board, which consists of local business and community leaders, also fulfill administrative functions. Following is a list of incentives and resources available to businesses in Coweta County.

Bond Financing. As in Fulton County, the Coweta County Development Authority serves as conduit for taxable and tax-exempt Industrial Revenue Bond issuance. These serve as a source of low-cost financing for economic development projects and may be used for the purchase or development of land, buildings, machinery, and equipment.

Property Tax Reduction. Communities may choose to offer property tax reductions for economic development projects on a discretionary basis. The length of time that these reductions are offered typically depends on such factors as the number of jobs a business will create in a particular community.

Freeport Exemptions. Like South Fulton, Coweta County has enacted a 100 percent exemption from local inventory taxes for all goods in the process of being manufactured or produced; inventory of finished goods manufactured or produced in Georgia and held by the manufacturer or producer for up to a year; inventory of finished goods on January 1 that are stored in a warehouse, dock, or wharf and are destined for shipment outside Georgia within the year; and inventory held in a fulfillment center.

Expedited Local Permitting. Municipalities in Coweta County are "committed to expediting local permitting" for incoming companies, according to the Coweta County Development Authority, though the extent to which permits are expedited varies by locality. Cities may schedule pre-submittal meetings to help companies navigate permitting processes and may provide qualified projects a single point of contact within local government to address questions and concerns as the project progresses.

Coweta Job Creation Grant Program. Overseen by the Coweta County Development Authority, the Coweta Job Creation Grant Program awards funds on a discretionary basis to "key" projects in the county. Award decisions are made in reference to the number of jobs a project creates, and at what wage rate. Grants made through this program may be used to reduce construction costs.

Central Educational Center (CEC). Companies located in Coweta County have the opportunity to work with the Central Education Center, a career-focused charter school formed through a partnership of industry representatives, the Coweta County School System, and West Georgia Technical College. The school's curriculum is designed to meet the current and projected needs of business in the county, with the aim of developing a workforce suited to those needs.

Summary of Key Findings – Existing Conditions

Demographic and Economic Conditions and Trends

- South Fulton has approximately 100,176 residents and 36,171 households, experiencing relatively high population and household growth rates in recent years. From 2010 to 2019, the city's population grew faster than Fulton County and the Atlanta metro area. South Fulton's household growth rate during this period was also higher than the surrounding geographies

- While nonfamily households grew at a faster rate than family households in Fulton County and the metro Atlanta area, the rate of growth for both family households and nonfamily households was almost the same in South Fulton. Additionally, family households comprise 69.3 percent of all households in South Fulton, which is higher than in the Atlanta Metro Area and much higher than in Fulton County

- The large proportion of family households in South Fulton translates into a relatively large average household size. The average household size in South Fulton is 2.76, as compared to 2.35 in Fulton County and 2.69 in the Atlanta Metro Area

- South Fulton has a greater share of residents under 18 than Fulton County and the Atlanta Metro Area as well as a slightly greater share of residents aged 35 to 44. This corresponds to the relatively large share of family households in South Fulton

- From 2010 to 2019, the City of South Fulton experienced population growth across all age groups. The city's fastest-growing age cohort is comprised of residents aged 65 or older. Other age groups that experienced relatively high growth during this period are 18 to 24, 45 to 54, and 55 to 64

- The population of South Fulton is predominantly comprised of black/African American residents (89.5 percent). Approximately 5.1 percent of residents identify as white, while 2.5 percent identify as Hispanic/Latino. From 2010 to 2018, the number of black/African American residents in South Fulton increased by 19.3 percent, the number of white residents increased by 9.3 percent, and the number of Hispanic/Latino residents increased by 7.1 percent

- South Fulton has a larger percentage of households in middle income categories than both Fulton County and the Atlanta metro area, which have greater number of households in very low- and very high-income categories. South Fulton has a smaller proportion of households that earn more than $150,000 annually as compared to the surrounding geographies. However, Fulton County has a larger percentage of households earning less than $15,000 annually than the city of South Fulton or the Atlanta metro area. The median household income in South Fulton is $59,540, compared to $66,925 in Fulton County and $66,656 in the Atlanta Metro Area

- Approximately 12.2 percent of households in South Fulton are below the poverty line (3,850 households). South Fulton's poverty rate is slightly lower than that of Fulton County and the Atlanta metro Area

- A larger portion of South Fulton homeowner households are cost-burdened than Fulton County or the Atlanta metro area. South Fulton renter households are also disproportionately cost-burdened as compared to the surrounding geographies.

- More than 92 percent of South Fulton residents aged 25 or older have at least a high school diploma. This is comparable to the high school diploma attainment rate in Fulton County and slightly higher than that of the Atlanta metro area. Approximately 35 percent of South Fulton residents aged 25 or older hold a bachelor's degree or higher; this is significantly lower than in Fulton County (52.0 percent) and just slightly lower than in the metro area

- As of 2018, the unemployment rate in South Fulton was 5.2 percent. In the county, metro area, and U.S., the 2018 unemployment rates were between 3.8 and 4.0 percent. While slightly higher than the county, metro area and nationally, South Fulton experienced the steepest decline in unemployment, falling from 10.4 percent in 2013

- As compared to the county and metro area, South Fulton has larger proportions of residents employed in transportation and warehousing, healthcare and social assistance, and accommodation and food service, but notably smaller proportions of residents employed in professional, scientific, and technical services

- In South Fulton during the 2013 – 2017 time period, the administrative support, waste management and remediation sector gained the most jobs (624). Other industries that gained relatively large numbers of jobs include health care and social assistance, manufacturing, and retail trade

- The largest private employers in South Fulton include Bank of America, several retail businesses (Walmart Supercenter, Kroger, and Home Depot), a wholesale trade business (United Natural Foods), a professional services firm (Miller Zell) and the World Changers Church International. Additionally, there are a variety of relatively large public sector organizations; most of these are schools (categorized by the Bureau of Labor Statistics as educational service providers).

- Approximately half of South Fulton residents work in Fulton County. However, only 3.0 percent of South Fulton residents work in the city itself, while 30.6 percent work in the city of Atlanta. Other counties to which significant proportions of South Fulton residents commute include DeKalb County, Cobb County, and Clayton County

- Approximately 26.9 percent of South Fulton workers commute from locations within Fulton County. Approximately 7.9 percent of South Fulton workers also live in South Fulton, while 9.8 percent live in Atlanta. Other counties from which significant proportions of South Fulton workers commute include Clayton County (11.0 percent), Cobb County (8.7 percent), and DeKalb County (8.5 percent)

- The majority of employed South Fulton residents spend between 15 and 44 minutes commuting to work. The vast majority of employed South Fulton residents drive to work, although 5.4 percent use public transportation

Projections

- From 2018 to 2040, the population of South Fulton is expected to grow from 100,176 to 124,114, representing an increase of 23.9 percent. The number of households is expected to grow from 36,171 to 46,195, representing an increase of 27.7 percent.

- These expected growth rates are comparable to – but slightly lower than – projected rates of population and household growth in Fulton County. By contrast, the Atlanta Region[5] is expected to grow at significantly faster rates. From 2018 to 2040, the region's population is expected to increase by 37.6 percent and the number of households are expected to increase by 40.8 percent

Real Estate Market Conditions and Trends

General Housing Stock Characteristics

- Approximately two-thirds of housing units in South Fulton are owner-occupied while 26.3 percent are renter-occupied. By contrast, the county and metro area have larger proportions of renter-occupied housing units, although they also have much higher rate of vacant housing units

- From 2010 to 2018 the number of owner-occupied and renter-occupied units increased while vacant units decreased in all three geographies. However, in South Fulton, the growth rate of owner-occupied units was markedly higher than in the county

[5] Atlanta Regional Commission (ARC) projection data is not available for the 29-county area defined as the Atlanta Metro Area in this report. The above data reflects projected growth for the Atlanta Region, defined as the 20 counties for which ARC produces forecasts. Exhibit A-2 in the Appendix contains a list of these 20 counties.

and metro area. The percent decline in vacant units was also significantly more pronounced in South Fulton during this time period than in the county and metro area.

- In South Fulton, more than three quarters of housing units are single family homes. Indeed, Fulton County has a larger proportion of units in multifamily units than the City of South Fulton, due to the urbanized environment of large portions of the county. However, the breakdown of housing units in the Atlanta Metro Area is more comparable to that of South Fulton.

- In South Fulton, more than half of housing units were constructed in 2000 or later. By contrast, only 26.7 percent of units in Fulton County and 28.5 percent of housing units in the Atlanta Metro Area were constructed in 2000 or later. All three geographies experienced a relatively large amount of new residential development between 2000 and 2009, particularly the City of South Fulton.

Multifamily Rental Market

- According to CoStar, there are 3,986 market-rate multifamily units in South Fulton. In South Fulton, nearly three quarters of market-rate multifamily rental units have two or more bedrooms, which is a much higher rate than in Fulton County and the metro area. This is likely driven by the relatively large share of family households in South Fulton.

- While rents have consistently been lower in South Fulton than the surrounding geographies since 2010, the price gap has widened over the 2010 – Q1 2019 time period. As of the first quarter of 2019, the average rent for a two-bedroom unit in South Fulton was $1,019, as compared to $1,502 in Fulton County and $1,286 in the Atlanta Metro Area.

- From 2010 to 2018, South Fulton experienced no market-rate multifamily unit development. By contrast, Fulton County and the Atlanta Metro Area experienced significant rates of multifamily development every year from 2013 to 2018.

- Since 2010, multifamily vacancy rates in South Fulton have consistently been higher than in the county and metro area. During the 2010 – Q1 2019 time period, the average annual multifamily vacancy rate in South Fulton has ranged from a low of 12.2 percent (in 2013) to a high of 21.0 percent (in 2017). As of the first quarter of 2019, the average multifamily rental vacancy rate in South Fulton was 15.3 percent, as compared to 11.3 percent in Fulton County and 8.4 percent in the Atlanta Metro Area.

For-Sale Housing Market

- In South Fulton, more than 88 percent of homes sold between April 2018 to March 2019 were single family homes, while 10.4 percent were townhomes and 1.2 percent were condominiums. This is similar to the Atlanta Metro Area

- Over half of single family homes sold in South Fulton during the April 2018 – March 2019 period had four or more bedrooms, which was a much higher rate than in Fulton County and the Atlanta metro area. On the other hand, a small percentage of homes sold in South Fulton had two or fewer bedrooms, compared to much higher rates in the other geographies

- The median sale price of a single family home in South Fulton was $186,450 during the April 2018 – March 2019 period, as compared to $279,000 in Fulton County and $223,000 in the Atlanta Metro Area

- The price gap between homes in South Fulton and homes in the surrounding geographies is more pronounced for townhomes and condominiums than for single family homes. The median sale price of a condominium in South Fulton during was only $33,450; however, it should be noted that only 12 condominiums sold in South Fulton during this time period, and nine of those units were located in the Camelot Condominium residential community located off of Old National Highway east of I-85

- South Fulton, Fulton County, and the Atlanta Metro Area began experiencing consistent post-recession median home price increases in 2013, which have continued each year since. In South Fulton, annual increases in the median home sale price were relatively steep from 2013 to 2016 (more than 10 percent annually each year); in 2017 and 2018 annual median home sale price increases were more modest (3.1 percent and 6.4 percent, respectively)

- In South Fulton, homes that sold for relatively high prices from April 2018 – March 2019 (between $205,000 and $259,999 and more than $260,000) were generally located in the northwest portion of the City, west of I-85. Meanwhile, homes that sold for less than $135,000 and homes that sold for between $135,000 and $169,000 were generally located in the southeast portion of the city, east of I-85

Retail Market

- According to CoStar, there are approximately 2.6 million square feet of retail space in South Fulton. From 2010 to 2016, retail rents in South Fulton were relatively stable; however, between 2016 and 2017, the average annual retail rent declined by 31 percent, falling from $13.56 to $9.36. In the first quarter of 2019, the average annual retail rent per square foot was lower in South Fulton than in Fulton County and in the Atlanta Metro Area

- In 2012, the City of South Fulton experienced a significant amount of retail development in (100,853 square feet, the equivalent of 3.9 percent of the city's total retail inventory that year). Relatively modest amounts of retail development (between 4,000 and 15,000 square feet) also occurred in 2010, 2015, 2016, and 2017

- From 2010 to 2014, retail vacancy rates in South Fulton were lower than those in the surrounding geographies. However, since 2015, retail vacancy rates have been similar in all three geographies

- From 2010 to 2018, annual retail absorption rates in South Fulton were mostly positive. However, in 2013, 2015, and 2018, retail net absorption fell slightly below zero. By contrast, annual net absorption rates in the surrounding geographies were consistently above zero every year from 2011 through 2018. In 2018, the annual net absorption rate was negative 0.9 in South Fulton, as compared to 0.6 percent in Fulton County and 0.8 percent in the Atlanta Metro Area

Office Market

- The asking rent in in the first quarter of 2019 in South Fulton was $14.64, which is less than in Fulton County ($27.72) and the Atlanta Metro Area ($24.12)

- From 2010 to 2014, office rents in South Fulton were relatively stable. From 2014 to 2015, the average office rent increased by 6.3 percent; over the following three years, the average office rent decreased by 21.2 percent. By contrast, average office rents in the county and metro area have consistently increased since 2011

- South Fulton experienced significant spikes in office development in 2010, as well as 2014. South Fulton also experienced modest amounts of new office development in 2011 and 2013. From 2015 to 2018, South Fulton did not experience any new office development

- Office vacancy rates in South Fulton are significantly lower than in the surrounding geographies, although this also reflects the limited supply of office space in the city

Industrial Market

- Industrial/flex rents in South Fulton fluctuated during the 2010 – 2018 period, first decreasing by 40.7 percent from 2010 to 2012, and then increasing by 93.8 percent from 2013 to 2016. As of the first quarter of 2019, the average annual industrial/flex rent in South Fulton was $3.60, as compared to $5.04 in Fulton County and $4.80 in the Atlanta Metro Area

- All three geographies experienced relatively significant amounts of industrial/flex development from 2015 to 2018, particularly South Fulton. From 2015 through the first quarter of 2019, South Fulton added approximately 1.4 million square feet of industrial/flex space. This includes the Graham Logistics Center, the Airport-West Distribution Center, Lakeview Business Park, and the Flat Shoals Distribution Center

- From 2010 to 2016, industrial/flex vacancy rates followed a relatively consistent downward trend in all three geographies. South Fulton experienced a spike in vacancy in 2017, and again in 2019, likely due to the sharp increase in available industrial/flex space in recent years. In the first quarter of 2019, South Fulton's industrial/flex vacancy rate was 10.0 percent, as compared to 5.5 percent in both the county and the metro area

Education

- South Fulton high schools performed at or below Fulton County high schools on Career and College Readiness Index (CCRI) Single Scores. Two out of five middle schools in South Fulton performed above median scores for Fulton County middle schools, while seven out of the thirteen elementary schools in South Fulton are at or above the Fulton County median

- Fulton County schools have robust career and technical education opportunities, including special 'pathways' for subjects including architecture and construction, technology and communications, agriculture and business administration.

Transportation

- Two agencies provide public transportation service to South Fulton (MARTA and SRTA) including both bus and light rail service. While there is access to public transportation in east and north South Fulton, the central-west and southwest portions of the city lack convenient access to these services

Workforce Development

- South Fulton residents have access to several Atlanta-region workforce development opportunities, including state and federal programs. The city of South Fulton itself plans to provide a Small Business Resource Center & Incubator early in 2020 that equips small and emerging businesses with resources that cover all aspects of starting and operating a business

Notable Planned Developments

- The Vesta Red Oak Apartments project is a planned workforce housing development of 220 apartments that will have rents aimed at those earning between 60 and 80 percent of area median income (AMI). The developer, Middleburg Communities, has extensive experience developing and operating high quality, energy efficient workforce housing

- Halpern's Steak and Seafood Company is planning a $27 million investment in South Fulton that will add a new 47,000 square foot building to the company's current manufacturing and distribution center in the city. The expansion will support 46 new jobs and is estimated to have an economic impact of $119 million on South Fulton and Fulton County.

- Other notable planned developments include a new 67,000 square foot Publix at Sandtown Crossing, a Senior Community and the Atlanta regions Jobs Corps Training Center

Economic Opportunity Focus Areas

- Nine focus areas within South Fulton have been identified for development, redevelopment and/or revitalization, and are dispersed throughout the City. Each focus area is associated with projects that are either ongoing or planned for in the near to long-term future.

- Planned developments include a new Publix, the revitalization of a historic district, the development of a riverfront district, commercial and mixed-use projects with new retail and restaurants, and a new Town Center. Planned developments will create new housing and recreation opportunities throughout the city as well as an increase in public spaces.

Competitive Assessment

- South Fulton's leadership and steering committee has identified six jurisdictions in the Atlanta Metro Area as "peer localities": Douglasville, College Park, Union City, Sandy Springs, Stonecrest, and Coweta County.

- All of these localities gained jobs between 2013 and 2017, with employment growing at rates that mostly ranged from 4.7 percent to 17.2 percent. South Fulton experienced 14.4 percent growth in jobs over the same period. The exception to this trend is Union City, which increased jobs by 51.9 percent between 2013 and 2017. This large percentage gain is due to a low base number of employees in 2013 and the addition of several new large warehouse/distribution facilities added in recent years in Union City.

- In Sandy Springs, the health care and social assistance industry accounts for over 20 percent and was also one of the two fastest growing job sectors in the City, with the finance and insurance adding 2,719 (20.9%) more jobs. Coweta County's industry mix is similarly diverse: no one sector accounts for more than 15 percent of jobs. Wholesale Trade is the top job-creating sector in Douglasville (adding 941 jobs) and in Union City, which added 2,002 new jobs in this sector, representing a 275 percent growth. In College Park, the management of companies and enterprises added 1,530 new jobs. In South Fulton, administration & support, waste management and remediation, health care and social assistance and manufacturing added a similar number of jobs (over 1,300 each), with administration & support, waste management and remediation showing the fastest rate of growth at 74.2 percent.

- South Fulton's peer localities enjoy a range of economic development support. In some places, such as Union City, state-level programs (notably the Georgia State Opportunity Zone tax credit program) account for the majority of economic incentives available to businesses; others, such as College Park and Sandy Springs, offer more robust incentive programs through local economic development departments or authorities. Most municipalities offer some form of site selection assistance, though the range and type of that assistance varies. The availability of bond financing through a local or county development authority is also a point of commonality.

COMMUNITY INPUT

Community input regarding the strengths, weaknesses, opportunities, and threats is critical to understanding the existing economic conditions facing South Fulton and served as guide for developing economic development recommendations for the city. Community input was obtained from residents and businesses. A resident survey yielded 664 responses. Businesses responded to a survey or participated in an interview. Between the two methods, BAE collected 111 responses for business owners or representatives. Finally, resident and business input were also collected from three focus group sessions and three SWOT analysis sessions.

Resident Input

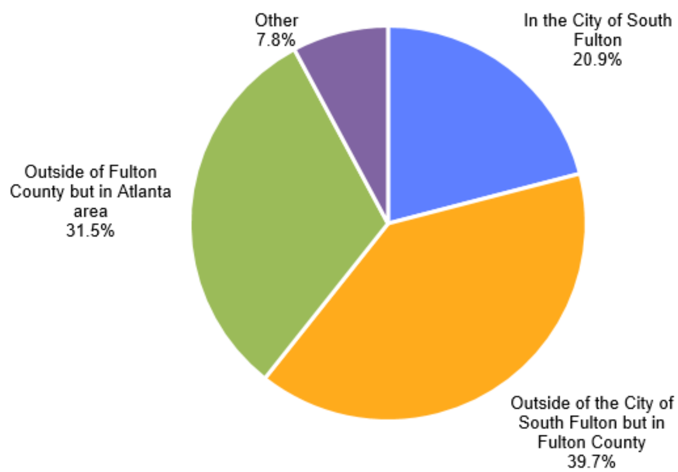
The resident survey was designed and developed with input from city of South Fulton staff and the Steering Committee. The resident survey was administered mid-July to mid-September 2019 and made available online through the city's website and at city-sponsored meetings throughout the period. (The resident survey can be found in the Appendix A-25.)

Resident Survey Results

The resident survey received a total of 664 individual responses. The key demographic data of the residential respondents is as follows:

- 72 percent of the residential respondents work outside the city of South Fulton (See Figure 62).
- 69 percent of the respondents are 45 and older with almost 23 percent 65 or older (See Figure 63)
- 67 percent of the respondents have college degrees and/or post-secondary or professional degrees. (See Figure 64)
- 65 percent of the respondents have annual incomes greater than $75,000. (See Figure 65)
- 55 percent of the respondents have lived in South Fulton for more than 10 years, and another 6 percent are lifelong residents. (See Figure 66)

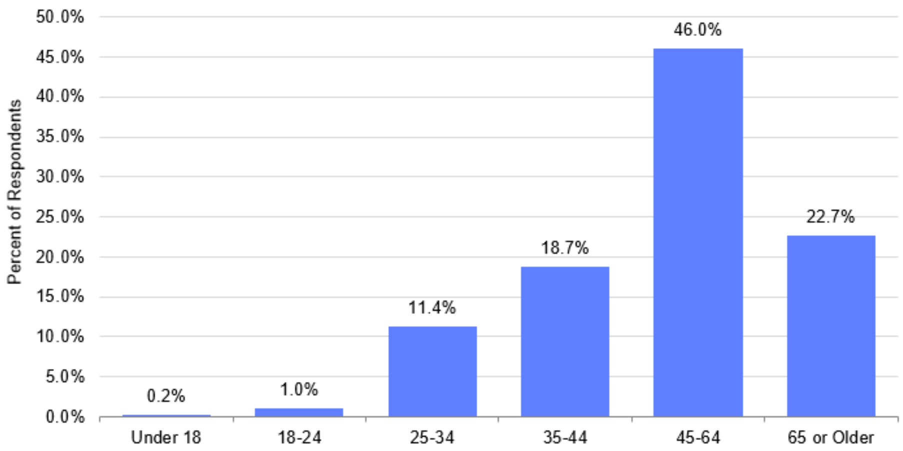
Figure 62: Resident Survey Respondent Workplace



Notes:
Respondents who answered the question = 511
Respondents who skipped the question or for whom it was not applicable = 153

Source: BAE, 2019.

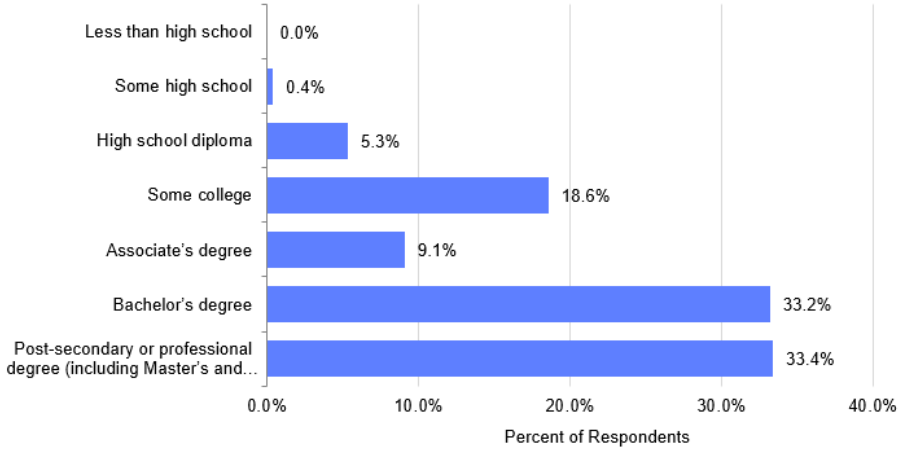
Figure 63: Resident Survey Respondent Age



Notes:
Survey takers who answered the question = 502
Survey takers who skipped the question = 162

Source: BAE, 2019.

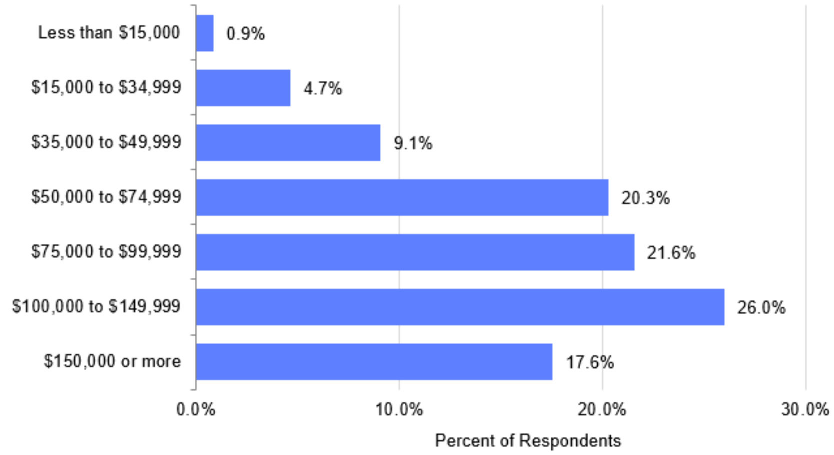
Figure 64: Resident Survey Respondent Educational Level



Notes:
Survey takers who answered the question = 506
Survey takers who skipped the question = 158

Source: BAE, 2019.

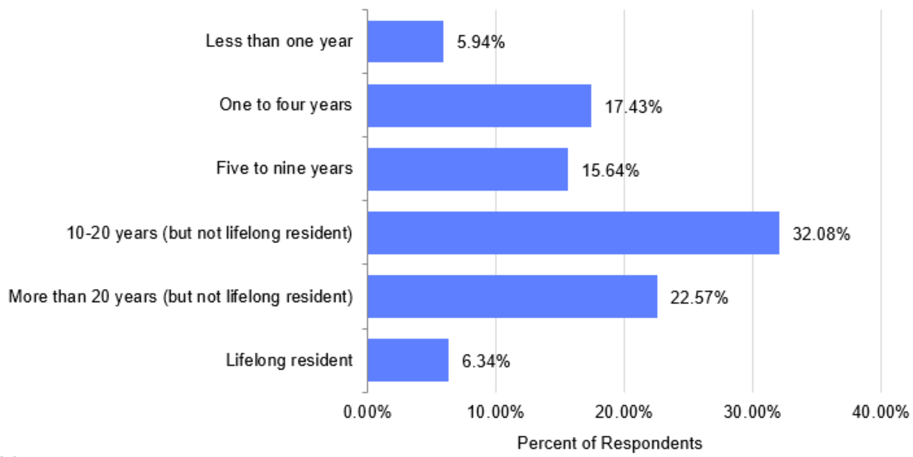
Figure 65: Resident Survey Respondent Annual Income Level



Notes:
Survey takers who answered the question = 473
Survey takers who skipped the question = 191

Source: BAE, 2019.

Figure 66: Resident Survey Respondent Tenure in South Fulton

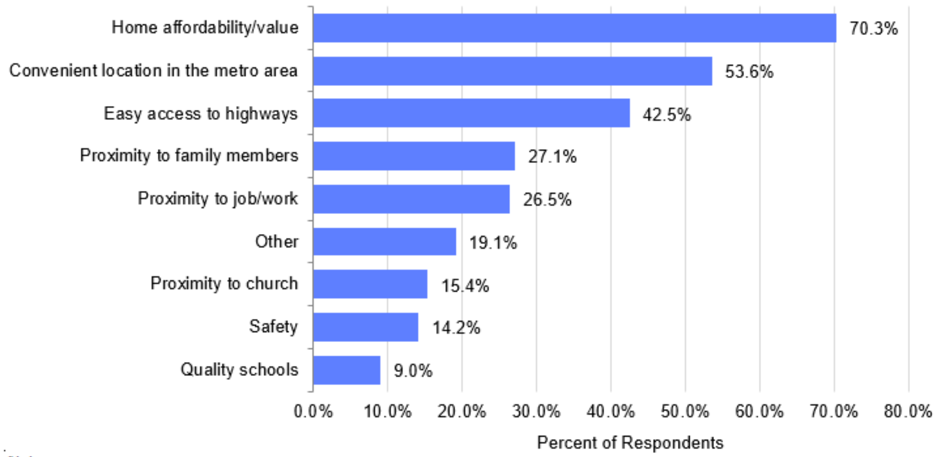


Notes:
Survey takers who answered the question = 505
Survey takers who skipped the question = 159

Source: BAE, 2019.

As shown in Figure 67 the main reason resident respondents cited for living in the city of South Fulton is the affordability and value proposition of its housing.

Figure 67: Resident Survey Respondent Reasons for Living in South Fulton



Notes:
Respondents were instructed to select all responses that apply to them.
Survey takers who answered the question = 586
Survey takers who skipped the question = 78

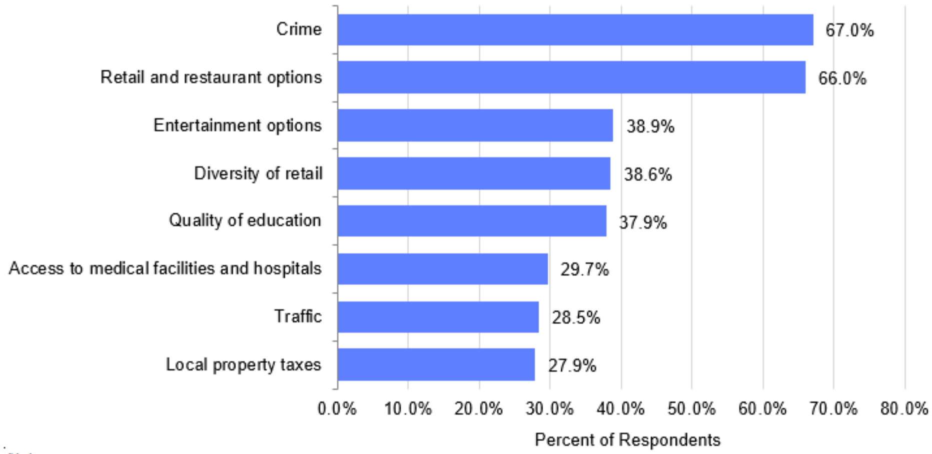
Source: BAE, 2019.

Their top responses for the city's assets among resident respondents are:

1. Location
2. Housing affordability
3. People/Community
4. Green space
5. Potential

As shown in Figure 68, for resident survey respondents crime is perceived to be the most significant challenge for the city, followed closely by lack of retail and restaurant options.

Figure 68: Resident Survey Respondent – South Fulton's Significant Challenges



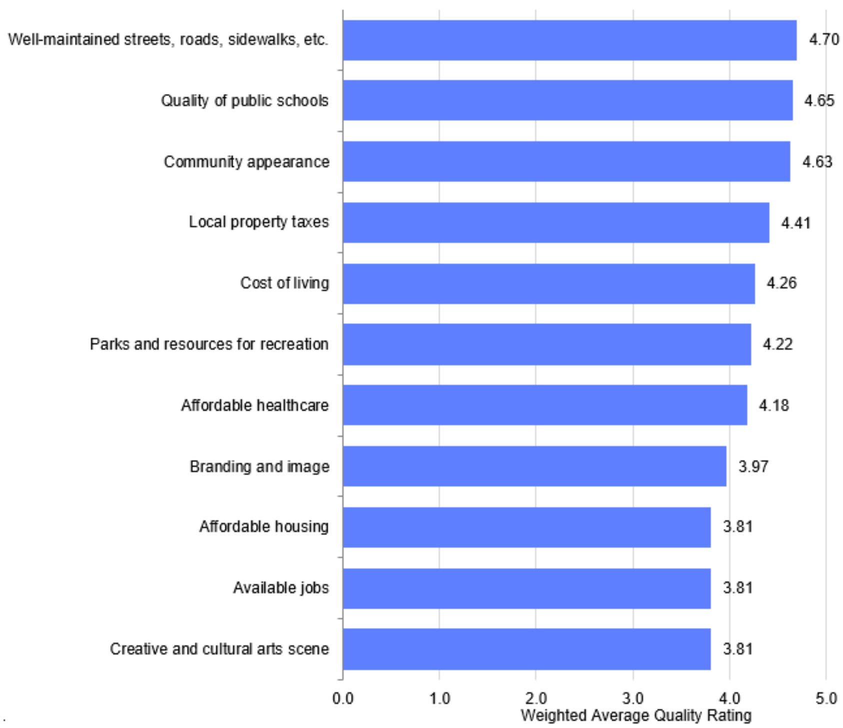
Notes:
Respondents were instructed to select up to three responses that apply to them.
Survey takers who answered the question = 573
Survey takers who skipped the question = 91

Source: BAE, 2019.

As shown in Figure 69, respondents believe that the following factors will contribute to vibrant community and economic growth for a city:

- Well maintained streets, roads, and sidewalks
- High quality public schools
- Good community appearance (overall)
- Lower taxes, cost of living
- Parks and recreation resources

Figure 69: Resident Survey Respondent - Factors Make for a Vibrant, Economically Strong City

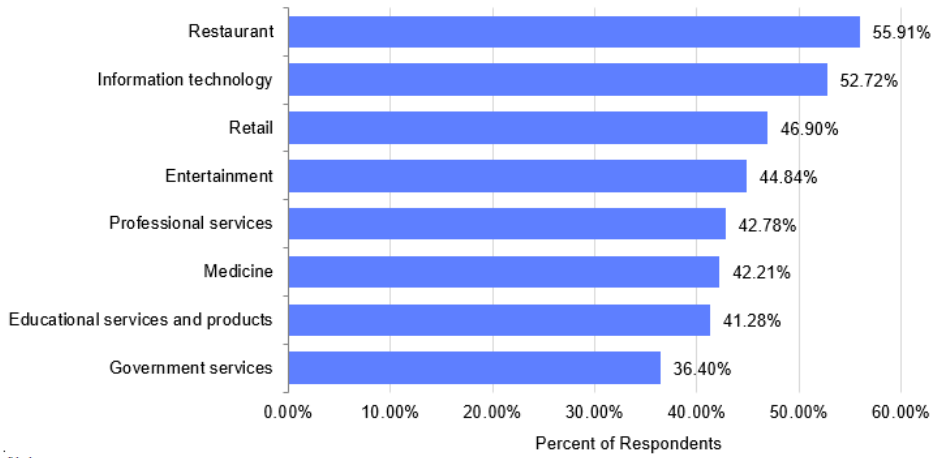


Notes:
Respondents were asked to rate each factor from 1 ("Not Important") to 5 ("Extremely Important"). This figure shows the weighted average of respondents' numerical ratings for each factor.
Survey takers who answered the question = 563
Survey takers who skipped the question = 101

Source: BAE, 2019.

As shown in Figure 70, the most desired employers were Restaurant, Information Technology, and Retail. The choice of restaurant and retail here may be misleading as it is probably more reflective of a strong desire among respondents for more restaurants and retail within the city of South Fulton, than for the jobs associated with them. Many respondents also indicated that medicine and professional services jobs are highly desired.

Figure 70: Resident Survey Respondent - Desired Employers in South Fulton

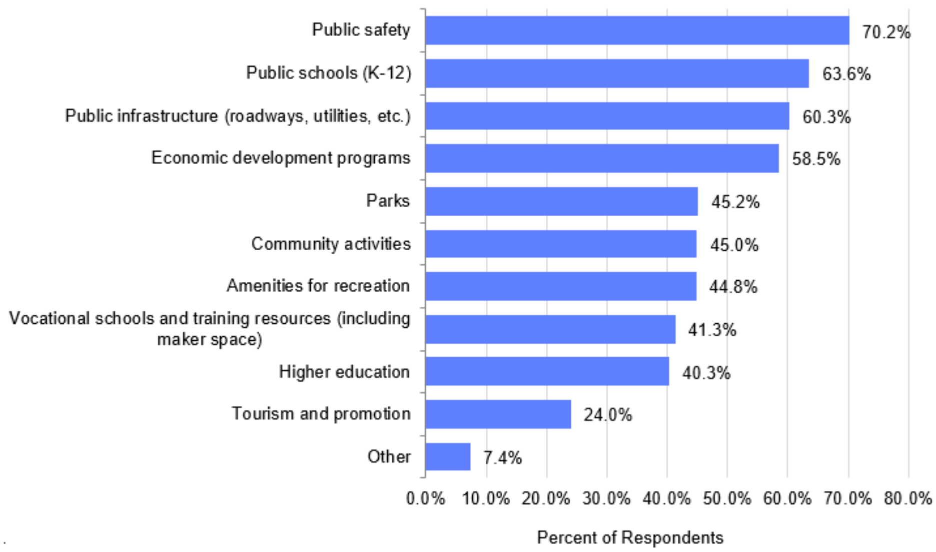


Notes:
Respondents were instructed to select up to five responses that apply to them.
Survey takers who answered the question = 533
Survey takers who skipped the question = 131

Source: BAE, 2019.

In response to a question about what investments the city of South Fulton should be making, the largest number of resident survey respondents chose public safety (See Figure 71). Other areas with a large number of responses include public schools (which are managed by Fulton County), public infrastructure including roadways and utilities, and economic development programs.

Figure 71: Resident Survey Respondent - Suggested Investments for City

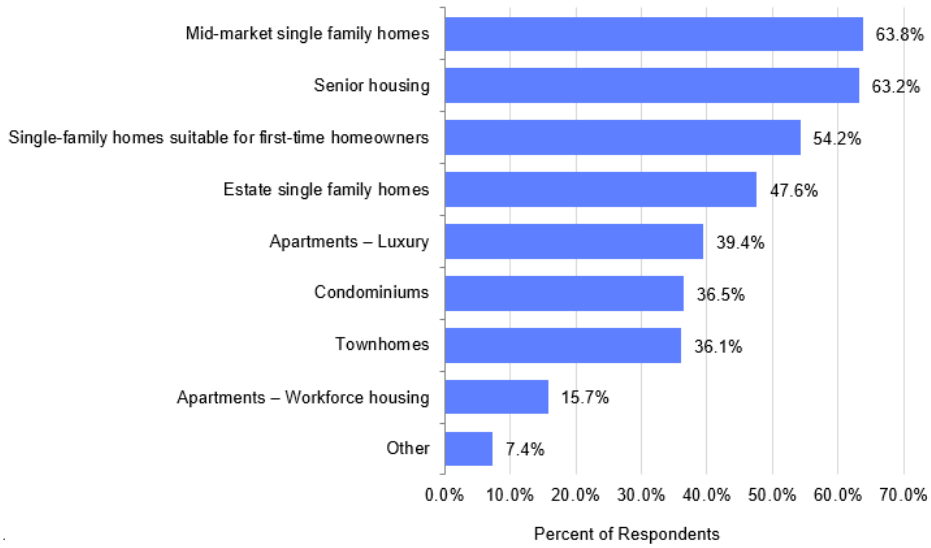


Notes:
Respondents were instructed to select up to five responses that apply to them.
Survey takers who answered the question = 516
Survey takers who skipped the question = 148

Source: BAE, 2019.

As shown in Figure 72, when asked what types of housing is needed, mid-market single-family homes and senior housing top the list for housing needs in the city. The responses to these questions may be influenced by the age of the population sample that responded to the survey. Three of the four top responses are different types of single-family homes, which are more typically occupied by older residents. The other type of housing respondents strongly indicate is needed is senior housing.

Figure 72: Resident Survey Respondent - Housing Needs in South Fulton



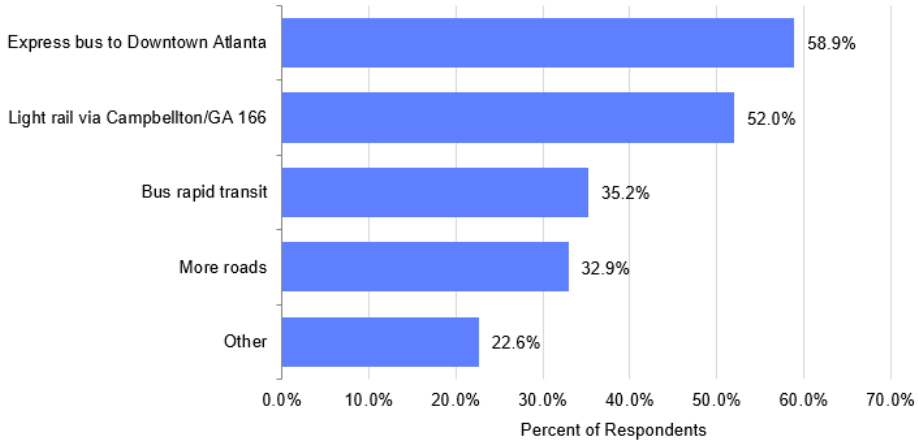
Notes:

Respondents were instructed to select all responses that apply to them.
Survey takers who answered the question = 502
Survey takers who skipped the question = 162

Source: BAE, 2019.

The resident survey included a question about what types of transportation improvement are needed in South Fulton. As shown in Figure 73, express bus service to downtown Atlanta from South Fulton tops the list of desired transportation improvements, followed by light rail via Campbelltown/GA 166.

Figure 73: Resident Survey Respondent - Transportation Improvement Needs



Notes:
Respondents were instructed to select all responses that apply to them.
Survey takers who answered the question = 477
Survey takers who skipped the question = 187

Source: BAE, 2019.

Business Input

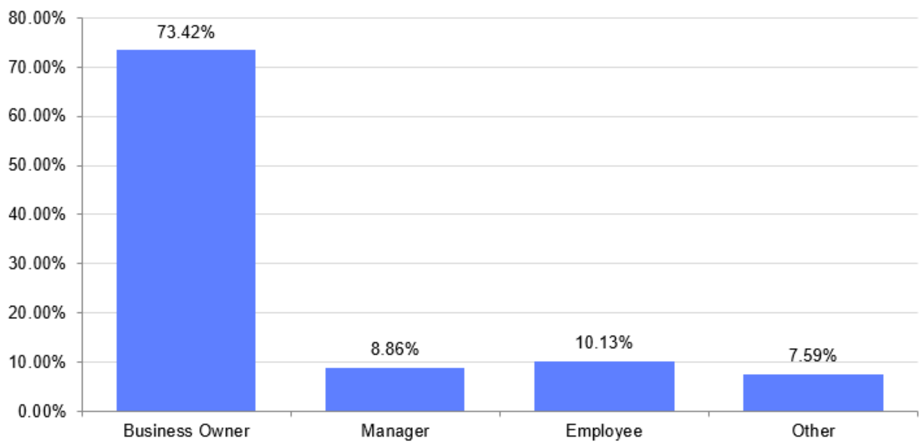
Business input for the economic development strategic plan was gathered through surveys (both a long and short version) as well as interviews with business owners and representatives. A total of 111 business owners or representatives provided input through one of these two methods. Input from these methods is summarized in the sections below.

Business Surveys

The two business surveys administered received a total of 90 responses. The combined responses to the surveys are summarized below.

As shown in Figure 74, more than 74 percent of the respondents are business owners. About 19 percent are either managers or employees of a South Fulton business.

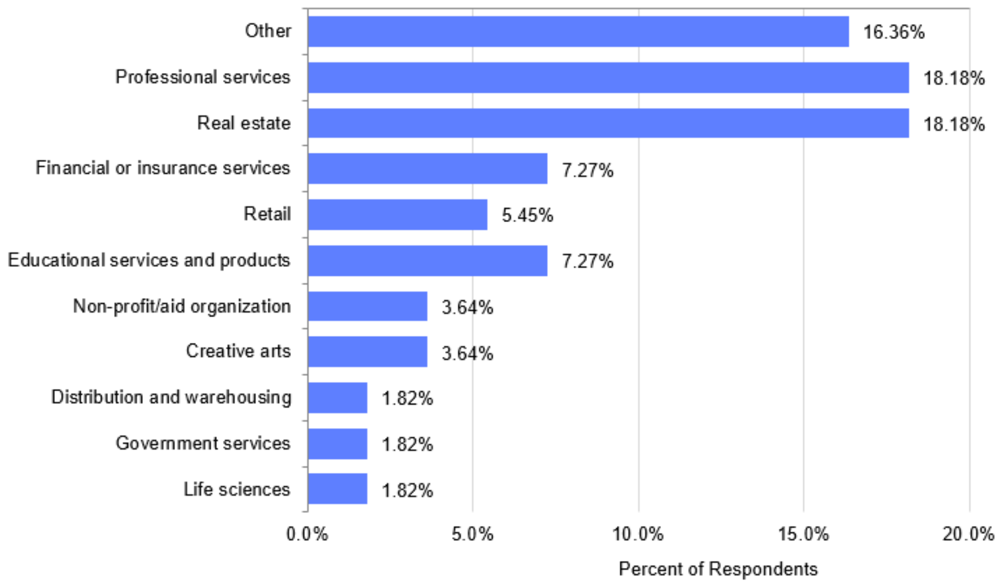
Figure 74: Business Survey Respondents – Number by Role at Company



Note: Respondents were instructed to select all responses that apply to them.
Source: BAE, 2019.

As shown as Figure 76 the largest blocks of respondents to the business survey worked in professional services or real estate, more than 36 percent of total. Several respondents checked “other” and other could mean anything from tire recycling to landscape services and agriculture. None of the individual “other” industries totaled up to a meaningful number for survey analysis.

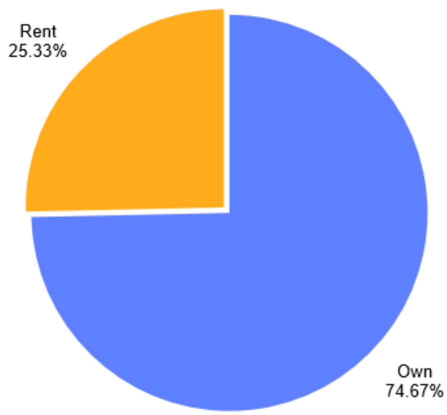
Figure 75: Business Survey Respondents' Primary Industries



Source: BAE, 2019.

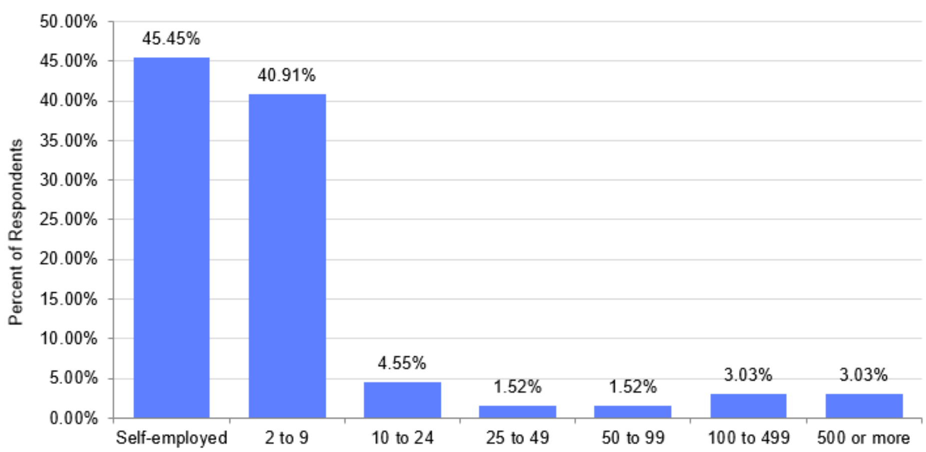
Most of the business survey respondents, nearly 75 percent, own the property where their business is located, as shown in Figure 76 below. This is not surprising given the large percentage of respondents that identify as self-employed, as shown in Figure 77. Of the businesses responding to the survey, most (more than 86 percent) have nine or fewer employees, as shown in Figure 77.

Figure 76: Business Survey Respondents – Rent or Own Business Location?



Source: BAE, 2019.

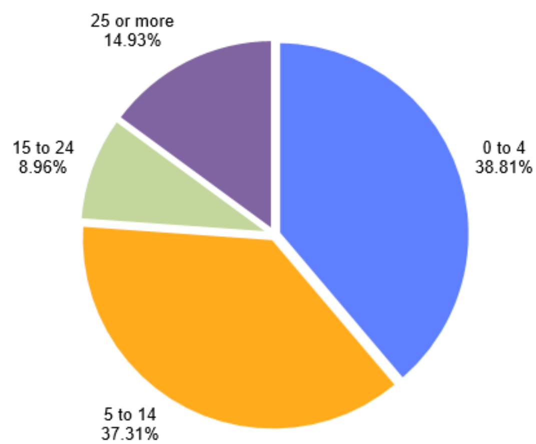
Figure 77: Business Survey Respondents - Number of Workers in the Business



Source: BAE, 2019.

Most of the business survey respondents represent businesses that have operated less than 15 years, as shown in Figure 78. The largest block of survey respondents, 38.8 percent, represented businesses with less than four years of tenure in the city of South Fulton. The next largest block of businesses responding to the survey have operated between five and 14 years.

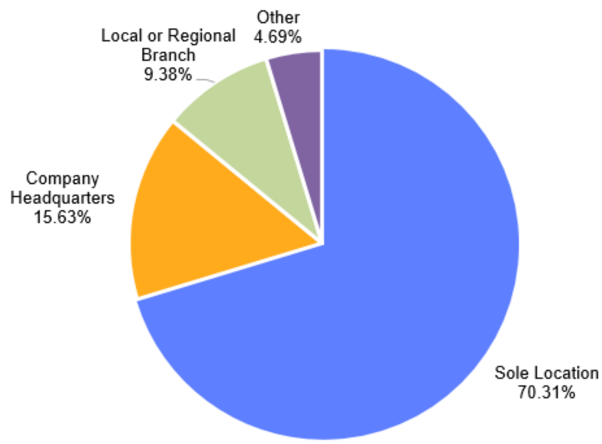
Figure 78: Business Survey Respondents - Number of Years Businesses Has Operated in South Fulton



Source: BAE, 2019.

As shown in Figure 79, most of the business survey respondents represented businesses with just one location, in the City of South Fulton. Another 16 percent of responding businesses had more than one location but called their South Fulton location the company headquarters.

Figure 79: Business Survey Respondents - By Type of Operation in South Fulton

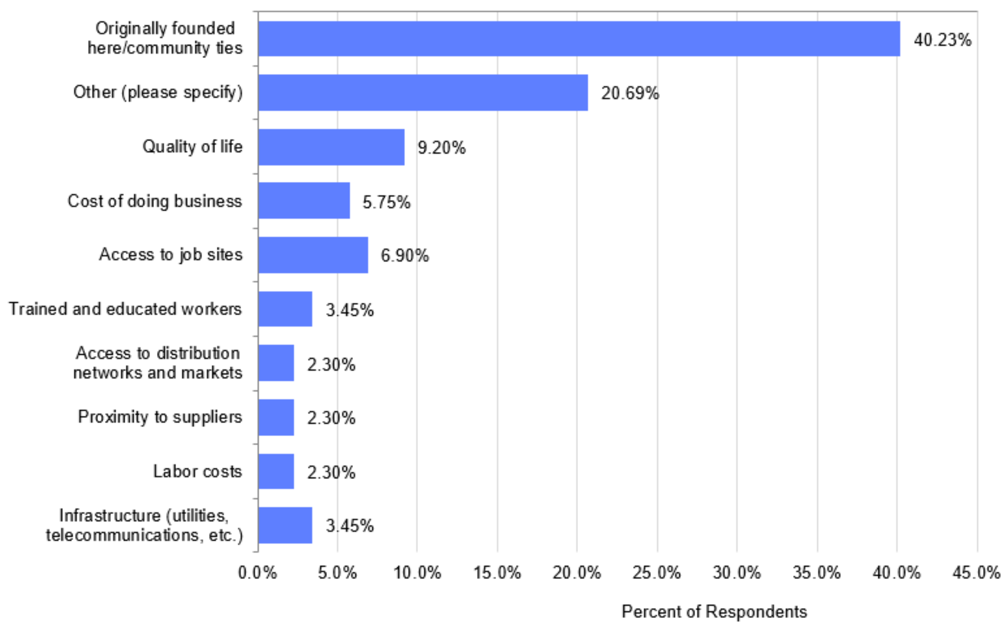


Source: BAE, 2019.

Sho

In reply to a question asking why the business respondents located their business in South Fulton, many (40.2 percent) said that the business was originally founded in the city and/or they had community ties there, as shown in Figure 80. A significant percentage (more than nine percent) cited "quality of life" as the primary reason their businesses are located in South Fulton.

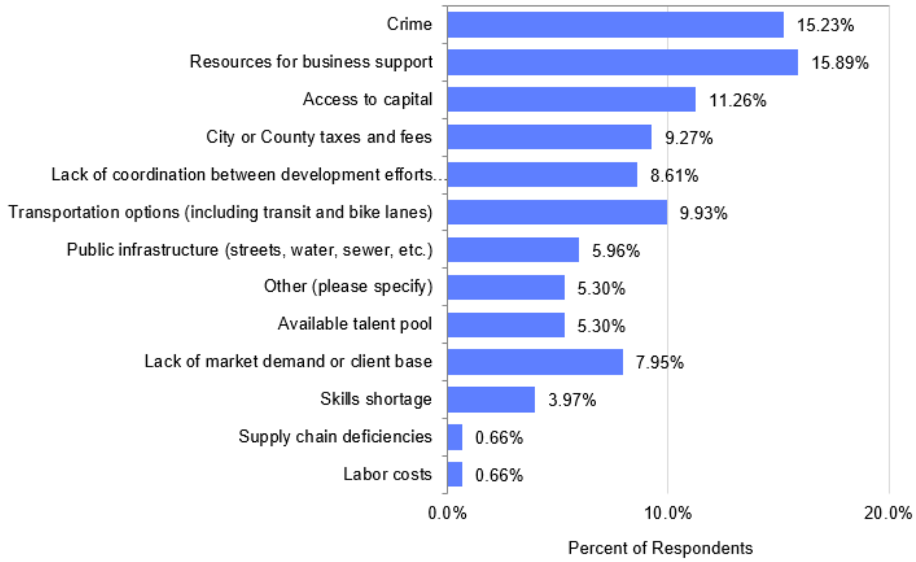
Figure 80: Business Survey Respondents – Why is Business Located in South Fulton?



Note: Respondents were instructed to select all responses that apply to them.
Source: BAE, 2019.

As shown in Figure 81, the responding businesses consider the primary challenges South Fulton businesses face to be 1) resources for business support, 2) crime, and 3) access to capital. Other challenges indicated by a significant number of respondents include limited transportation options and city and county taxes and fees.

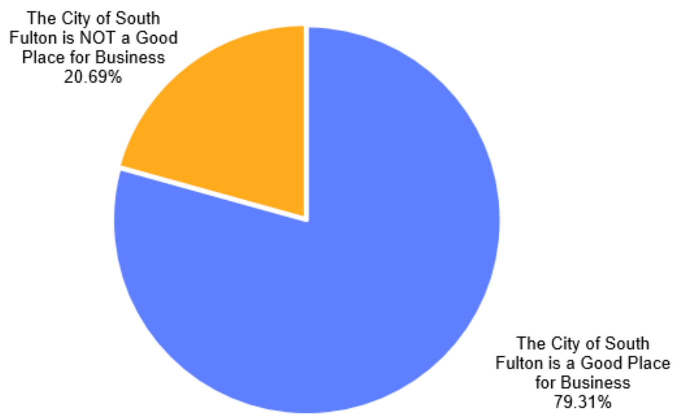
Figure 81: Business Survey Respondents - Primary Challenges Facing Businesses in South Fulton



Note: Respondents were instructed to select all responses that apply to them.
Source: BAE, 2019.

Despite the challenges noted by business survey respondents, most, nearly 80 percent, indicated that the city of South Fulton is a “good place for business,” as shown in Figure 82

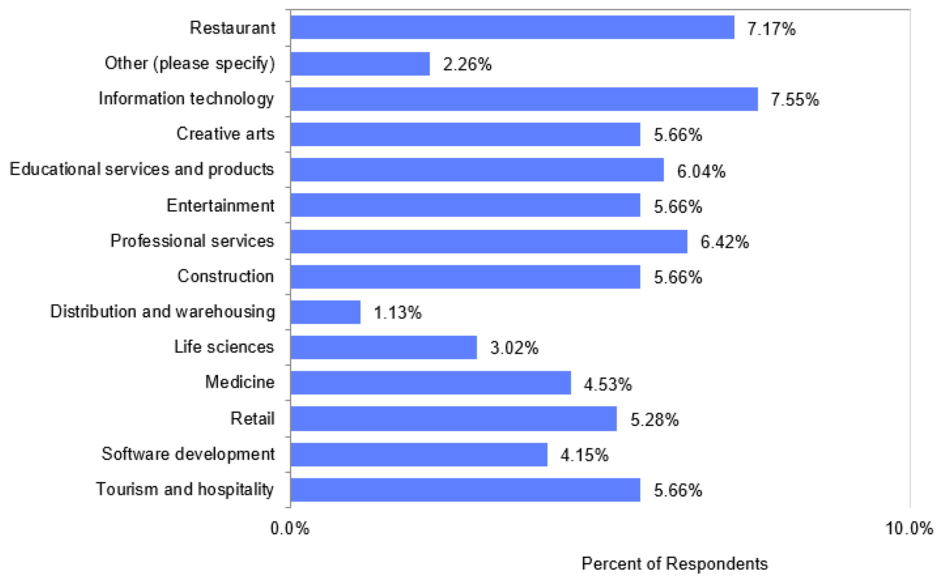
Figure 82: Business Survey Respondents – Is the City of South Fulton is a Good Place for Business?



Source: BAE, 2019.

When asked what types of businesses the city of South Fulton should work to attract, business respondents picked a broad mix of business types, as shown in Figure 83 below. The types of businesses the business survey respondents picked most frequently included information technology, followed by restaurants, professional services, and educational services and products. The reason why restaurants is near the top of the list as most desired by the business respondents is similar to resident survey respondents—that many in the South Fulton community believe there are not enough quality restaurants in the city. The business respondents certainly know that wages in the restaurant industry are not usually family-supporting, but they so much want to see more restaurant options, it affects the response to this question, as it does in the resident survey.

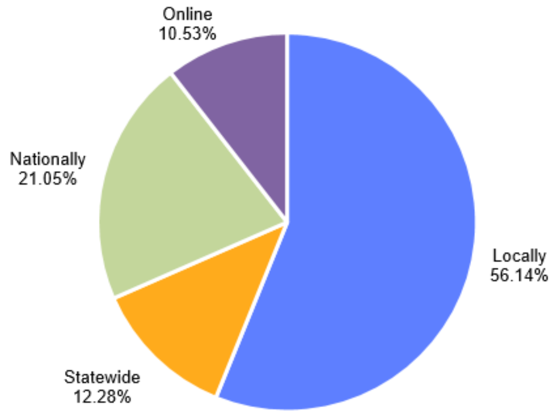
Figure 83: Business Survey Respondents – Business Types the City of South Fulton Should Try to Attract



Note: Respondents were instructed to select all responses that apply to them.
Source: BAE, 2019.

As shown in Figure 84, when asked where most of the responding businesses' business activity occurs, the majority of respondents, more than 56 percent, indicated that most of their business activity occurs locally as opposed to statewide, nationally or online.

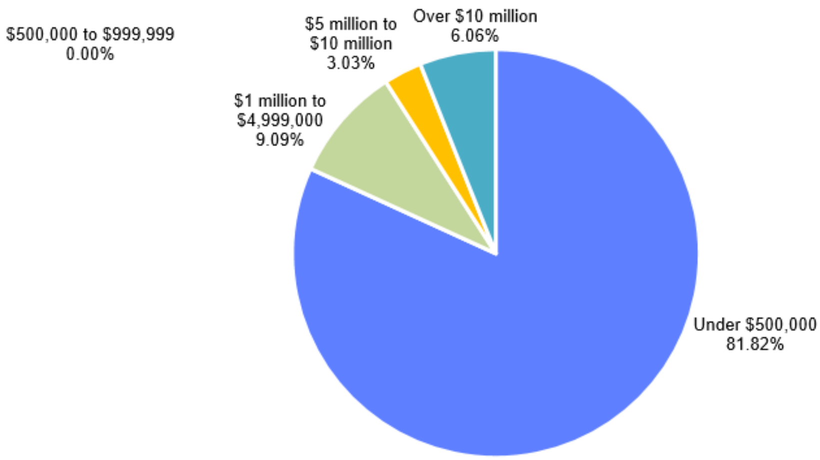
Figure 84: Business Survey Respondents - Where Does Most of Business Activity Occur?



Source: BAE, 2019.

Annual net revenues for most the business survey respondents (nearly 82 percent) are less than $500,000, as shown below in Figure 85 Another nine percent indicate that their annual net revenues are between 1 million and $5 million, with none reporting revenues between $500,000 and $999,999.

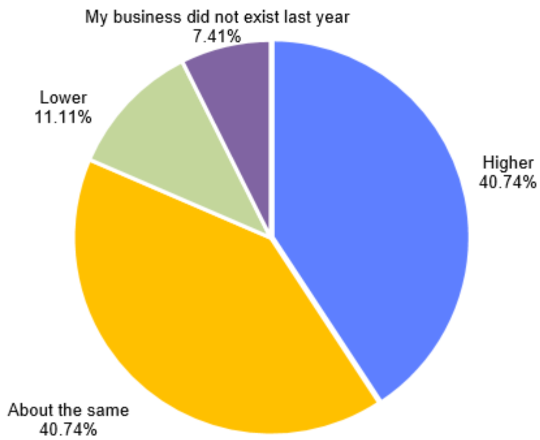
Figure 85: Business Survey Respondents - Approximate Annual Net Revenues



Source: BAE, 2019.

Most of the businesses surveyed have revenues either about the same or higher than their revenues in the past year. As shown in Figure 86, more than 80 percent of business respondents checked either higher revenues than last year or about the same. This is consistent with a generally healthy economy in the Atlanta region and the country as a whole. Just 11 percent indicated that their revenues are lower than they were in the past year.

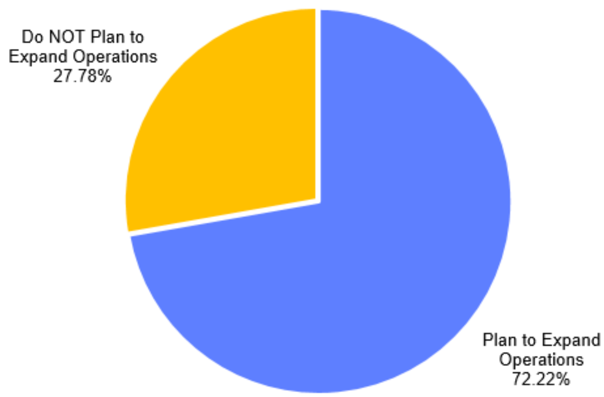
Figure 86: Business Survey Respondents - Revenues This Year Versus Same Time Last Year



Source: BAE, 2019.

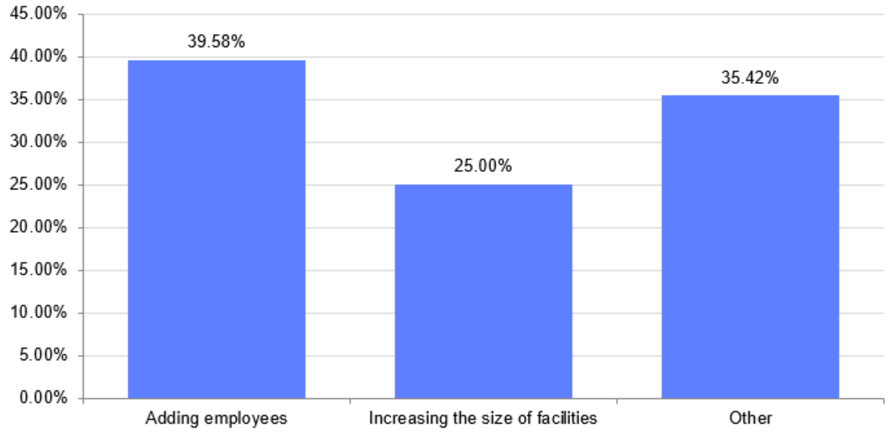
Strong or stable business revenues often result in business expansion and that appears to be a likely direction for the business survey respondents. As shown in Figure 87more than 72 percent of the businesses participating in the survey indicate they plan to expand within the next two years. The business respondents that say they will likely expand indicate that expansion will take place by adding more employees, as shown in Figure 88.

Figure 87: Business Survey Respondents - Business Expansion Plans for the Next Two Years



Source: BAE, 2019.

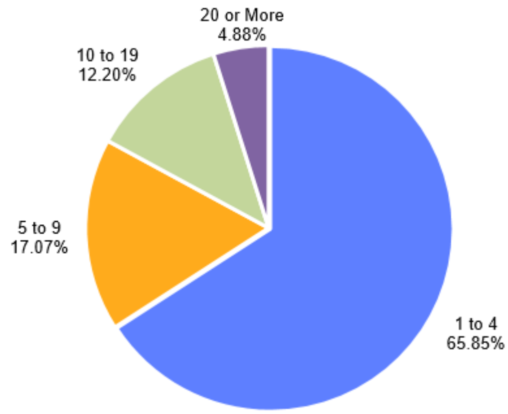
Figure 88: Business Survey Respondents - Business Expansion Plans



Source: BAE, 2019.

Of the businesses that plan to add employees the numbers are fairly modest. Most of the businesses (about 65 percent) would add one to four employees, as shown in Figure 89. Just over 17 percent say they would add five to nine employees.

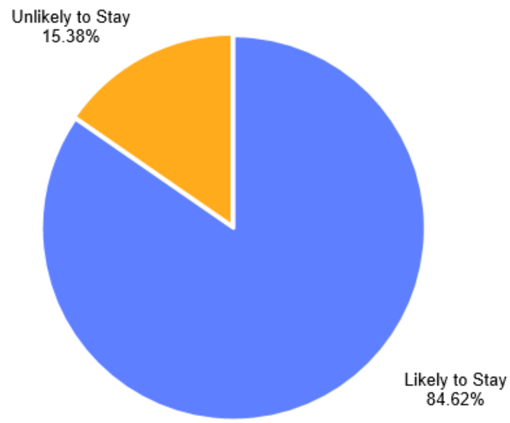
Figure 89: Business Survey Respondents - Number of Employees Respondents Anticipate Adding to Their Businesses



Source: BAE, 2019.

Finally, businesses were asked how likely they are to stay in the city of South Fulton for the next five years. As shown in Figure 90 below, the vast majority of respondents, about 85 percent, indicate they plan to stay where they are, which demonstrates general satisfaction with operating their businesses in South Fulton.

Figure 90: Business Respondents - Likelihood of Staying in the City of South Fulton for the Next Five Years



Source: BAE, 2019.

Business Interviews

As part of the economic development strategic plan process in the time frame of May through November, 27 business owners or representative were interviewed either in-person or by telephone. A summary of some of the key findings from those interviews is provided below.

- Business representatives interviewed most frequently identified the following as top assets or strengths for South Fulton for business:
  - Proximity to airport
  - Access to interstates
  - Convenient location within Atlanta metropolitan area
  - Most undeveloped land in the Atlanta region
  - Strong business organization and Community Improvement Districts (CIDs)
  - Opportunities for redevelopment in certain areas.

- Business representatives interviewed most frequently identified the following as challenges (weaknesses or threats) that need to be addressed to move the city of South Fulton's economic development agenda forward:
  - Roadside trash, debris lack of cleanliness and upkeep of commercial corridors
  - Crime or perception of crime, especially theft
  - Current zoning does not always support business development or growth
  - Uneven code enforcement over the years
  - General beautification of landscaping, right-of-way is needed for CIDs)
  - Lack of regional coordination with neighboring cities, particularly College Park and Union City
  - Lack of restaurants and hotels in the city of South Fulton
  - Lack of a regional transportation and transit strategy
  - Lack of space (i.e., co-working or incubator) and resources for new and growing businesses and entrepreneurs
  - Lack of workforce training programs for some job types (e.g., forklift operators)
  - Vacant or poorly maintained buildings in certain areas.

- Some noteworthy observations from business interviews include the following:
  - Real estate industry representatives note that most of their business activity in South Fulton results from existing business expansion or contraction
  - Real estate industry representatives note that most of the businesses renting or owning commercial real estate are regional companies as opposed to national companies
  - Wide agreement among nearly all business interviewees that logistics, distribution and light manufacturing/assembly are the strongest industry sectors in the city of South Fulton and that more professional services and technology businesses are needed, as well as more restaurants and quality retail, especially grocery stores

- Theft can be a challenge in some retail areas in the city, but businesses and business associations can do a better job preparing for and preventing it.

Focus Groups and SWOT Analysis Sessions

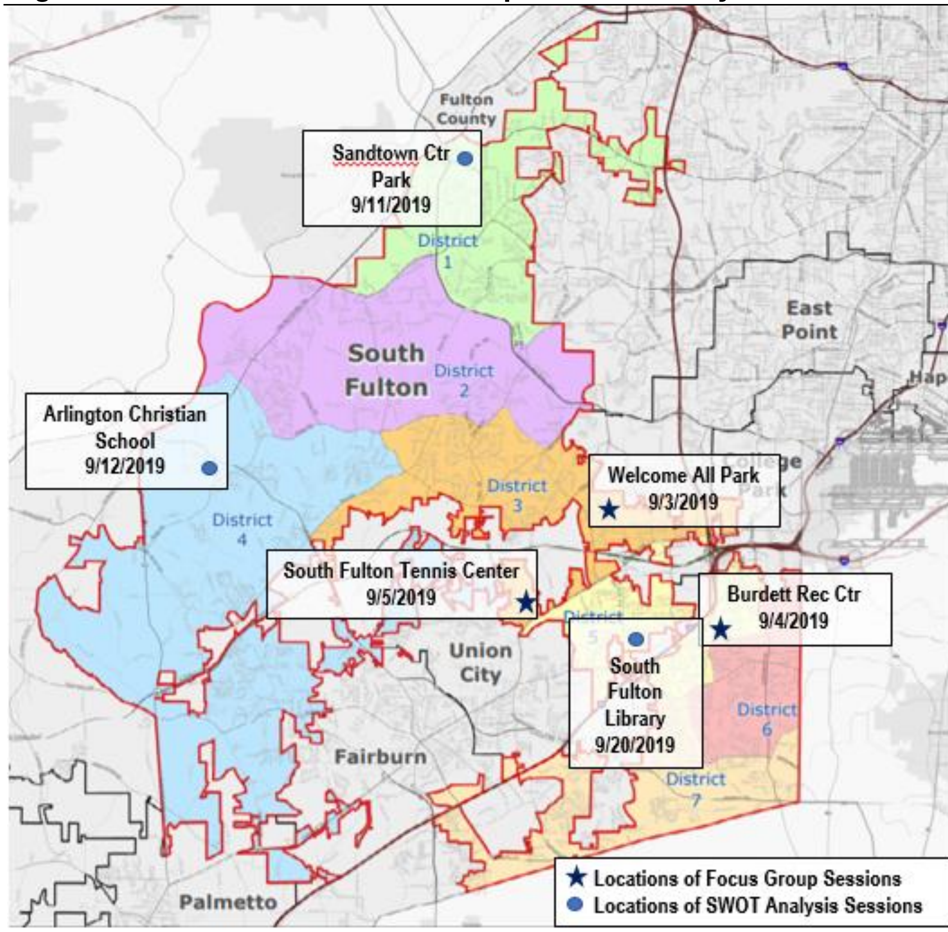
In September 2019, the city of South Fulton hosted six community input sessions to provide opportunities for both residents and businesses to directly weigh in on what is most important to address in the economic development strategic plan. These sessions were open to the public and a notice of the meeting schedule was posted on the city's website and in community newsletters several weeks in advance. In order to maximize participation, the three focus group meetings and the three SWOT Analysis Sessions took place across the geography of the city of South Fulton. A summary of the results of each type of session is provided below.

Focus Groups

Three focus groups were held in the city of South Fulton in September 2019 for the purpose of obtaining community input on the economic development strategic plan. These sessions were attended by both residents and representatives of local businesses. (The location of these sessions is illustrated in Figure 91 below.) The schedule of the focus groups was as follows:

- September 3 – Welcome All Park (27 attendees)
- September 4 – Burdett Community Center (8 attendees)
- September 5 – South Fulton Tennis Center (24 attendees)

Figure 91: Locations of Focus Group & SWOT Analysis Sessions



Source: BAE, 2019

The focus group sessions, led by a member of the consulting team with assistance from city staff, were conducted as open discussions actively encouraging candid input from attendees. Leading questions were developed with the existing conditions assessment and survey results to date. Questions posed to the assembled group included:

1. What are the city of South Fulton's strengths?
2. What are the city of South Fulton's greatest challenges?
3. What type of businesses/employers would you like to see in the city of South Fulton?
4. What types of retail and/or restaurants would you like to see in the city?

The discussion at each focus group meeting varied somewhat by the geographic location of the session but there were some common themes across all. Strengths noted at each of the three focus groups included:

- Good location in the metropolitan area
- Good access to Atlanta Hartsfield International Airport (ATL)
- Affordable homes

- Green spaces and parks (sometimes referred to as "country living in the city")
- Strong sense of community
- Rich African American culture

Common challenges discussed at the focus groups included:

- Crime
- City appearance
- Not enough retail, especially grocery stores
- Lack of sit-down restaurants
- Too much fast food (especially along Old National)
- Land use/zoning policy
- Too few housing types

In response to the question about what is needed in the city of South Fulton, common themes at each focus group session included:

- More businesses with family-supporting wages
- Hospital or health center
- Sit-down restaurants, both casual and higher end
- More grocery stores
- Pet stores
- Entertainment venues

SWOT Analysis Sessions

After the focus groups sessions were completed, the city hosted three SWOT analysis sessions. The purpose of these sessions was to provide an opportunity for resident and business representative attendees to review strengths, weaknesses, opportunities, and threats (SWOTs) identified thorough the focus groups and survey results to date and prioritize their importance. For each session City staff prepared listings of the primary SWOTs that were noted in the focus groups and in survey responses, posted these to the wall and allowed attendees to "vote" on which were most important in their respective categories. Staff and consultants present at these sessions emphasized there was no right answer on the votes and that the point was to get input from the attendees on what are the most important strengths and opportunities to capitalize on as well as the most critical weaknesses and threats to address. Attendees were also invited to add SWOTs they felt were missing from the lists.

Once the SWOT analysis sessions were complete, the votes were tallied. The results from the compilation are listed below.

Top **strengths** of South Fulton identified:

1. Proximity to airport
2. Home affordability

3. Convenient location
4. Good community/good people
5. Nature, green, country living in the city
6. Good community engagement

Main **weaknesses** of South Fulton identified:

1. Too many warehouses vs. other types of businesses
2. Crime issues
3. Limited access to medical care; no hospital
4. Lack of quality restaurants
5. Lack of diversity of retail
6. Land use policy and zoning

Top **opportunities** for South Fulton identified:

1. New town center-hub
2. Lots of potential for new restaurants
3. Lots of land available for development
4. Farms/farmers market
5. Expansion of entertainment options
6. Home-based businesses, co-working

Main **threats** of South Fulton identified:

1. Crime, perception of crime
2. Quality of schools
3. Trash, debris along roadside
4. Loss/leakage of restaurant and retail business to region
5. Limited public transportation options
6. Limited housing types

Key Findings

The range of comments and responses were consistent between residents and businesses, providing specific guidance as recommendations were developed. Key findings from the community input include:

- Residents and businesses identified the proximity to Hartsfield-Jackson Airport as the main strength of the city, as well its proximity to Atlanta

- The strength of the community and active engagement of residents was also considered an asset to the City

- Residents and business were critical of the number of warehouses in South Fulton, especially compared to the lack of other kinds of businesses

- Crime was a common theme among weaknesses identified by both residents and businesses, in terms of both the physical presence of crime and as a potential threat to the reputation of the city

- The new town center-hub is seen as a top opportunity for the city

- In general, businesses and residents see great potential for new development based on the availability of land

- Restaurants are seen as a particularly viable opportunity for the city, as the city currently lacks the kinds of restaurants residents would like to see and also because of the strength of the farming industry in the city.

ACTION PLAN: RECOMMENDATIONS

The action plan provided below is designed to maximize the city of South Fulton's economic potential allowing the city to be more competitive in the region and beyond. The action plan includes both program and practice recommendations and site-specific recommendations for the Economic Opportunity Focus Areas summarized above. The actions proposed build on the identified strengths and will enable the city to capitalize on opportunities. The plan also addresses the identified weaknesses and lays out strategies to mitigate possible threats. The lead party is identified for each item, as well as other parties that may provide assistance. The suggested timing for implementation is also estimated. Timing is either short-term (within 18 months), or medium-term (18 months to three years), or long-term, (three years and beyond). More specific time frames for the actions are noted when possible.

Program and Practice Recommendations

Expand Marketing and Promotion of the City's Business Assets and Development Potential
From the economic and demographic analysis and the community input from residents and businesses, it is clear that the city of South Fulton has many notable strengths and opportunities ranging from its convenient location near the world's busiest airport and major highways to affordable quality homes to ample land available for development and redevelopment. As a young city, just incorporated in 2017, many are still unaware of what South Fulton has to offer. Suggested specific actions to broaden awareness of community's strengths and potential include:

1. **Conduct a focused marketing campaign to introduce the city of South Fulton to the region and beyond.**
   Party: Department of Economic Development with guidance from marketing specialists, as well as the Office of Communications and External Affairs.
   Timing: Immediate short-term blitz of positive messaging and ongoing frequent updates highlighting accomplishments.

   The city should consider developing messaging about the adoption of the Economic Development Strategic Plan, the establishment of National Main Street Programs and generally providing updates and announcements of new economic development programs and initiatives and new development projects. Messaging can be executed via the city's website, social media (i.e., Facebook, Twitter), email blasts, links from the South Fulton Chamber of Commerce, Aerotropolis Atlanta CIDs, other associations/organizations' websites, radio or local television spots (features not ads when possible), and in print.

2. **Perform direct outreach at business association meetings, events, receptions, etc.**
   Party: Director of the Department of Economic Development, and staff.
   Timing: Immediate and ongoing.

   The Department of Economic Development must continue to participate in as many Chamber of Commerce and other business association meetings and events (including ones involving businesses associated with the airport) as possible. It is best to get on the agenda to present updates, especially good news, directly.

3. **Host business networking events with time for short presentations about new economic development initiatives and programs.**
   Party: The City of South Fulton - Department of Economic Development as lead agency.
   Timing: Short-term, immediate and ongoing.

   These could be one off business networking events, such as the Business Showcase held in September at the South Fulton Tennis Center, or a series of networking events sponsored by the City. Ideally, these would be either breakfast or early evening events to maximize attendance.

Create or Expand the City's Economic Development Tools, Programs, and Resources to Enable South Fulton To Be More Competitive in the Region

Since its incorporation in 2017, the city of South Fulton has made considerable progress in establishing programs and tools to incentivize new and expanding businesses to locate in South Fulton. New tools or programs added since South Fulton incorporated as a city include the Freeport Tax Exemption (approved by voters in November 2018) and establishment of the South Fulton Development Authority (adopted by resolution in November 2018). Other suggested changes include:

1. **Establish a Tax Allocation District (TAD) to provide a stream of funding for new development or redevelopment within the designated district.**
   Party: Department of Economic Development, City Council
   Timing: Short-term, within 18 months.

   South Fulton has the authority to establish a Tax Allocation District (TAD) on up to 10 percent of its tax digest. TADs can provide a stream of funding backed by future property revenues, meaning it is a potentially powerful and useful tool to enable development or redevelopment in the Economic Opportunity Focus Areas described above. Potentially, two TADs could be adopted in South Fulton to cover different geographies up to 10 percent limit as noted.

2. **Implement Main Street Programs for Red Oak and Old National.**
   Party: Department of Economic Development with coordination from the Georgia Main Street Program
   Timing: Short-term, immediate within three to four months and ongoing effort

   The City of South Fulton has received a notice of inclusion in the Main Street program for the Red Oak Historic District and Old National. The programs, which will be led by Main Street Managers to be hired, will help revitalize the corridor and assist businesses along the corridors. The Main Street "Transformation Strategies" stress economic vitality, design, promotion and organization to revitalize historic downtowns and commercial districts.

3. **Create an online site location portal.**
   Party: Department of Economic Development in coordination with local real estate brokers and developers.
   Timing: Short- to medium-term, within two years.

   An online site location portal can provide information about available commercial buildings for sale or rent, space for rent, as well as vacant land suitable for commercial use. This portal should be easy to access and use and serve as a tool for economic developers and new and/or expanding businesses.

4. **Establish expedited permitting for economic development projects.**
   Party: City of South Fulton, Department of Economic Development and Permitting Center
   Timing: Short-term and ongoing

   The city of South Fulton should institute expediting permitting for economic development that will result in net new jobs and/or new capital investment in the city. Each economic development project will be assigned an ombudsman from the Office of Economic Development to help navigate the permitting process as necessary. The ombudsman can be a point of contact who can help address questions and concerns as the project progresses.

5. **Develop limited small business financing programs.**
   Party: Department of Economic Development and South Fulton Economic Development Authority.
   Timing: Medium- to long-term, likely in three plus years

   As the South Fulton economic development program matures, it may prove helpful to enable small business financing directly or via the U.S. Small Business Administration lending programs. This could include façade financing programs in the Main Street areas or other small financing programs. Such funding could serve as a match for any state financing programs as this is sometimes needed or requested.

Prime Existing Businesses in South Fulton for Growth and Expansion

Economic developers know that most business growth comes from existing businesses rather than the high-profile corporate relocations that grab the headlines. It is important for economic developers to establish strong relationships with existing businesses in the community and stay on the pulse of particular industry trends and markets and any issues or concerns about current locations.

1. **Initiate a regular business visit program**
   Party: The Department of Economic Development with involvement of city administration on occasion.
   Timing: Short-term, immediate, and ongoing

   The city, led by economic staff development, should institute a regular business visit program. Ideally, this should include at least six to eight business visits each month. For larger businesses, those with 50 or more employees, the City Manager or Mayor could also participate in the meeting. This will reinforce the importance of the business to South Fulton. It is important to get a sense of how the business is doing and if they are satisfied where they are or have concerns that might lead them to leave a location. These visits also provide the opportunity for staff to discuss tools, programs, and resources available to the businesses.

2. **Fully implement business support programs at the Small Business Resource Center**
   Party: Department of Economic Development, in conjunction with the Small Business Development Center (SBDC)
   Timing: Short-term and ongoing

   The city is in the process of implementing a business assistance program at the soon to be established Small Business Resource Center. The center will also provide support services to small businesses and entrepreneurs. It can be an auxiliary setting for business counseling and programs provided by the local SBDC (a program of SBA) and SCORE, a 501 (c) 3 non-profit organization (also a resource partner of SBA) with a network of business mentors. The regional SBDC is based in Atlanta at Georgia State University but routinely provides counseling and education sessions at auxiliary locations in the metro area. There is a SCORE chapter in nearby College Park and like SBDC, SCORE volunteers will provide counseling and conduct workshops at other locations to meet the needs of the community.

Strengthen Partnerships Between the City of South Fulton and the Business Community to Augment Economic Development Effort and Address Community Issues

By all indications, many businesses and business organization are strong supporters of the city of South Fulton and the effort to grow the local economy. Through the planning process for the economic development strategic plan, especially during the community input period, several business and business organization representatives came forward offering to help advance the city's economic development program. In addition, there are ways that businesses and business organizations can assist the city with addressing issues and concerns (the weaknesses and threats identified in the SWOT process) including crime and trash/cleanliness. Left unaddressed, crime and trash concerns could impede economic development momentum in the city.

1. **Create a business ambassador program.**
   Party: Department of Economic Development with business/community improvement organizations including the chamber and CIDs
   Timing: Short-term and ongoing

   Enlist business and business association representatives who support the mission of the Department of Economic Development to be available to help with business prospects potentially interested in relocating or expanding operations in the city of South Fulton. The business ambassadors would be available "on call" to reinforce the assets and strengths of the city to prospective businesses. Some of the business ambassadors could provide special insight and guidance to businesses that are in similar industry sectors, such as certain professional services, technology businesses, or manufacturers. The business ambassadors could be representatives of large businesses, such as Georgia Power or Miller Zell, or small businesses of various types or representatives of the business organizations and CIDs.

2. **Host a business appreciation week**
   Party: Department of Economic Development in lead with other city agencies participating, as well as business ambassadors
   Timing: Short-term, hold first business appreciation week within 18 months and annually thereafter

   The Department of Economic Development should lead a three to four day focused calling initiative on existing businesses in the city of South Fulton annually starting last quarter 2020 or first quarter 2021. This would involve the Office of Economic Development as team leaders with team members from other city agencies as well as the business ambassadors to visit businesses of all sizes to briefly present the city's programs, tools and resources available to businesses and ask if the business has any questions or concerns. The teams all together will call on eight to 10 businesses each day of the business appreciation week. The team leader would need to provide follow-up to any questions or concerns from business owners. Business appreciation week has been used successfully to establish and/or strengthen relationships between business and government in cities and counties across the country.

3. **Form partnerships between local business organizations and CIDs and the city of South Fulton's Police Department to help address concerns with crime in neighborhoods and commercial areas.**
Party: City of South Fulton, Department of Economic Development working in close conjunction with the Police Department and business organizations.
Timing: Short-term and ongoing

The South Fulton Police Department is working hard to reduce crime in all parts of the city. Working with Georgia Tech, the Police Department is in the process of redesigning police beats to better balance police workload among different zones in the city of South Fulton according to population and economic growth. The police beats have not been updated since the 1970s. Recalibration of beats and an increase in the number of police officers will help to balance the workload and ultimately reduce crime. Businesses and business organizations should vocally support these measures and work with the Police Department to form local business-police partnerships to get businesses and property owners to be proactive in taking measures to prevent and reduce crimes, especially opportunity crimes, like theft. These partnerships have worked well in other cities, and the city does plan to have an officer who is responsible for coordinating these business-police partnerships.

4. **Form partnerships with the city and local business organizations and CIDs to address trash and cleanliness issues along commercial corridors.**
Party: Department of Economic Development in conjunction with the Department of Public Works with business organizations and CIDs.
Timing: Short-term and ongoing

The appearance and cleanliness of any city, especially the commercial corridors, may deter businesses from locating or investing there. Accordingly, there needs to be a special effort in the city of South Fulton to reduce trash and debris, especially in business districts. Though the Department of Public Works is not charged with removing commercial trash, it can assist business organizations with setting up regular voluntary clean-ups (e.g., two to three times per year) in commercial areas and may be able to help provide supplies and follow-up services on a limited basis.

Work to Attract More Technology Business, Professional Services and Other High Value Industries

While the city of South Fulton and surrounding cities have a significant amount of wholesale trade businesses and jobs—11 percent of the city's jobs are in this sector— it needs to attract more high value industries, including technology or more professional services businesses, for long term sustainability of the local economy. The city needs to more proactively go after these types of businesses, in conjunction with the Georgia Office of Economic Development.

1. **Participate in programs of local and state technology councils to keep abreast of technology trends in the area and network with technology company principals.**
   Party: Department of Economic Development staff
   Timing: Short-term and ongoing

   Attend and participate in workshops, meet-ups, receptions and other events sponsored by local and state technology councils including the Technology Association of Georgia and the Technology Leadership Council (part of Metro Atlanta Chamber) and other local technology groups. By participating in such meetings, staff will stay informed of technology trends in the region and be able to network with the regional tech community to promote the city of South Fulton as a business location.

2. **Participate in joint marketing and business development efforts led by the Georgia Department of Economic Development to attract technology and other businesses.**
   Party: Department of Economic Development with the Georgia Office of Economic Development
   Timing: Short-term and ongoing

   The Georgia Department of Economic Development engages in marketing and business development efforts nationally and internationally. The state agency provides opportunities for local economic development agencies to participate in these endeavors. This could include participating in local and national trade shows and business organization conferences as an exhibitor as well a chapter and national meetings of real estate site selector organizations, e.g., CoreNet. It is best to work with the state and regional partners to share costs of this type of activity.

Make Special Effort to Attract Restaurants and Retail Offerings in the City of South Fulton

In the community input sessions, both residents and businesses strongly voiced a need for more restaurants, particularly sit down restaurants, as well as more quality retail and entertainment offerings. While the jobs associated with these types of businesses do not typically have high wages, having more and better restaurants, retail and entertainment has the potential to improve quality of life for residents and be a positive for businesses, too. While there are measures that can be taken to attract more of these types of businesses, it should be noted that decisions to locate stores and restaurants are often driven by population density, and there are many parts of South Fulton that are not densely populated. With that in mind, suggested actions include:

1. **Take advantage of Main Street marketing and promotion efforts to attract restaurants and retail to the Red Oak Historic District and Old National Districts.**
   Party: Department of Economic Development and Georgia Main Street
   Timing: Short-term and ongoing
   The Main Street model already includes a business development approach to attracting retail and restaurants, as these are typically located on Main Street commercial areas. The Department of Economic Development can take full advantage of the Main Street toolbox and review and adopt best practices in this area from other Main Streets in Georgia and other parts of the country.

2. **Once plans for significant residential expansion in a given area are approved and population density is set to increase, the city should prepare and deliver pitches to certain retailers (primarily grocers) and restaurants known to be expanding to promote the city of South Fulton as a location.**
   Party: Department of Economic Development, possibly in conjunction with mixed-use project developers
   Timing: Short- to medium-term, as needed, and appropriate.
   There are a number of potential mixed-use developments proposed in South Fulton in the short- to long-term. As these new developments are approved, economic development staff should prepare and present demographic and economic information, including population projections about the areas, to decisionmakers for new retail and restaurant locations. This type of presentation can be made in a small meeting with one or two decisionmakers or before a group of restaurateurs or retailers at a special forum. This type of pitch has worked well in successfully attracting both grocery stores and restaurants in other cities in the United States, including locations in Prince George's County and Baltimore in Maryland.

Work to Build Convention and Visitor Business in the City of South Fulton
With its location so close to the Hartsfield-Jackson Atlanta International Airport, the city of South Fulton has potential to develop much more tourism industry, whether it is for convention, meeting, trade show or sports tournament business or to tourists visiting area attractions. In October 2019, the South Fulton Convention and Visitors Bureau was created by resolution to lead the efforts to attract more visitors. The Department of Economic Development should aid in this effort as tourism business helps to diversify and make the local economy more resilient. Suggested actions that could help build tourism and visitor business include:

1. **Attract a hotel from well-known hospitality group (e.g., Marriott, Hilton, IHG, etc.) to the city of South Fulton.**

Party: Department of Economic Development, working with South Fulton Convention and Visitors Bureau
Timing: Medium- to long-term

Having a hotel with meeting space in South Fulton would help to build more tourism business into the local economy. Additionally, in the business interviews, several business representatives of national companies cited the need for a hotel closer to their operations for company visitors. As with the restaurant and retail attraction strategy above, the Department of Economic Development could work with the CVB to make the case for a new hotel in South Fulton with data, and pitch that to the hotel groups. The demand potential will be clearer once new mixed-use developments are announced and approved, so this action will likely not be needed until the medium-term, in two or more years. There is currently a Fairfield Inn & Suites, of the Marriott Group, on Senoia Road, near I-85, and there are two more hotels planned for that area. Fairburn Hospitality will manage and operate the new hotels, which will represent a necessary increase in quality lodging, and jobs. Nevertheless, demand for more lodging throughout the City arising from the planned mixed-use developments must be an important consideration for the city.

2. **Help to develop African-American tourism in the city of South Fulton.**
   Party: CVB as lead with Department of Economic Development support
   Timing: Start in the short-term and continue to help build more attractions and visitors over the long-term

   African- American tourism is growing in popularity across the country. The recently opened National Museum of African American History and Culture in Washington DC, the Harriett Tubman Museum and Educational Center in Maryland (managed by the National Park Service) and new Civil Rights museums in Birmingham, Alabama, Jackson, Mississippi and Memphis, Tennessee have all attracted thousands of visitors, to say nothing of the long-established Martin Luther King, Jr. National Historical Park in Atlanta. South Fulton is home to several African-American Civil Rights leaders including Congressman John Lewis, as well as many other leading African-American entertainment and sports figures. There is great potential to leverage this rich history and develop an African-American attraction or heritage trail in South Fulton and the opportunity to link any attractions to heritage sites in Atlanta. Economic Development can assist the CVB in making the case for new investment in such an attraction which will contribute to local tourism industry and the economy.

Expand the City of South Fulton's Economic Development Organization

With the addition of Main Street designated areas and several new programs and initiatives it will be necessary to expand the staff of the Department of Economic Development incrementally over time. Suggested additions to staff and their respective duties are outlined below.

1. **Add one staff person each to serve as Main Street Manager for Red Oak and Old National Main Street districts (two total).**
   Party: City of South Fulton for the Department of Economic Development
   Timing: Short-term, immediate (Spring 2020) to coincide with timing of Main Street program establishment

2. **Add one staff person to serve as coordinator for Small Business Resource Center and to provide general assistance with the city's economic development program overall.**
   Party: City of South Fulton for the Department of Economic Development
   Timing: Short-term, immediate (Spring 2020) to coincide with opening of the Small Business Resource Center

3. **Add one staff person to focus on marketing, communications, and research in support of South Fulton's economic development program.**
   Party: City of South Fulton for Department of Economic Development
   Timing: Medium-term, 18 months to two years

   As the Department of Economic Development expands its offerings, it will become necessary to have a staff person responsible for creating marketing materials, preparing presentations, and conducting market research for business prospects. This person would maintain and manage data from multiple sources (i.e., U.S. Census, Esri, Bureau of Labor Statistics, Georgia Department of Labor, etc.). This staff person should be capable of responding to requests for information from prospects, site location consultants, the Georgia Department of Economic Development, and other agencies.

Site Specific Recommendations

Below are site specific recommendations, primarily for the Economic Opportunity Focus Areas described earlier in this report. The timing for these recommendations ranges from short-term to long-term, seven or more years. The potential uses listed in these recommendations are a range of reasonable possibilities given the size and location of the site as well as broad market indicators. In all cases, establishment of a Tax Allocation District (TAD) would greatly increase the odds of development or redevelopment of the Economic Opportunity Focus Areas. As these site specific recommendations are being made, the zoning rewrite now underway will attempt to factor in the possible uses described below to the extent possible in the zoning recommendations that are also being put forward in January 2020.

Start-up New Main Street Program for Red Oak Historic District
The city of South Fulton has been notified of the designation of a Main Street area along the Red Oak Historic District. (See Figure 52 for map of the area.) Steps to be taken include:

1. Hire Main Street Manager for district in Spring 2020
2. Implement Main Street Program after Main Street Manager in place

Start-up New Main Street Program for Old National Highway
The city of South Fulton has been notified of the designation of a Main Street area along Old National Highway in the city. (See Figures 56, 57, and 58 for the three parts of Old National Highway that make the new Main Street.) Steps to be taken include:

1. Hire Main Street Manager for district (all three parts of Old National as described in Economic Opportunities Focus Area section of this report) in Spring 2020
2. Implement Main Street program after Main Street Manager is in place

Plan for New Town Center - Camp Creek Parkway and Enon Road
The city of South Fulton needs to site a permanent city hall within the city limits of South Fulton. The city wishes to make the government offices part of a town center with mixed uses potentially including residential (medium-high density), restaurants, retail, office, and possibly a hotel and conference center. The town center could also include public space suitable for concerts and a farmers market. After reviewing a number of sites for the town center, a 400-acre parcel located along Camp Creek Parkway and Enon Road, that lies in both Council District 2 and District 4, would be the most suitable location for the town center.

This site already has excellent access from Camp Creek Parkway and is reasonably conveniently located to most parts of the city of South Fulton. Additionally, the Wolf Creek Amphitheater is adjacent to the site and there could logically be a link between the two properties. It also features a water amenity, Vandiver Lake, that could be a focal point for the town center.

The Town Center would be a public-private partnership, also known as a P3, that could take five plus years to fully implement. The city would be well advised to bring on an expert in putting together development agreements between government and the private sector for P3s before proceeding. Such an advisor could work to guide the city from start to finish in the planning process. Steps toward implementing the P3 may include, though not be limited to the following:

1. Perform a site assessment on the property to make sure the site can be developed into the range and full list of uses noted above. This will include evaluating soils, and

an environmental assessment and other factors. This assessment could be carried out within six to nine months

2. If the site is deemed suitable for the development plan, the City should prepare a market analysis, evaluating alternative development scenarios for the Town Center site from the broad list above to understand better what mix of uses would be most likely to be supported in the market and also meet the desire of the city to establish a new government office center. This analysis could be performed within one year, if not sooner.

3. At this juncture, if all are in agreement that the site offers the potential to accommodate the town center, the city should gain site control, whether that is purchasing or optioning the property. The guidance of a P3 expert would be critical here.

4. Conduct developer workshops that would include detailed, up-close tours of the site, and a review of market analysis findings (item #2 above). These workshops will be invite only for developers, focused on those developers who have successfully completed projects of the scale proposed for the South Fulton Town Center. The workshops would be held over multiple days, perhaps two or three days, depending on level of interest from developers.

5. Issue an RFP for development proposals from developers. The responses should include detailed site plans with all components as well as a phasing schedule. The developer must be able to demonstrate that the proposed town center plan is financially feasible. The P3 advisor is key here—he or she can help prepare a solid RFP that covers key requirements.

6. Once the city selects a developer for the project, the city must negotiate terms of the public-private development. This would include terms of the agreement from ownership structure (i.e., whether the city owns property, whether there will be a ground lease, etc.) to schedule. At this juncture there should also be a decision on the organizational structure of the development entity, whether led by city, by developer or by a newly established development entity. Again, the P3 advisor is key here to get the best possible terms for the city and ensure that the plan is workable.

7. Once all agreements are executed, work can begin on the town center. It is estimated that all phases of the project would take five to seven years to complete, with parts of it complete within three or four years, depending on length of time the city takes to perform the steps in-between.

Plan for Sandtown Crossing Development

This city should support the entire development of Sandtown Crossing (see Figure 51) to the extent possible and appropriate. The city's role would most likely focus on development of the 85-acre passive park and that would involve the Department of Parks and Recreation and the administration. The Department of Economic Development can help to advocate for additional development beyond the Sandtown Crossing Shopping and the senior citizen development under construction now. That potentially includes townhouses and additional commercial development (i.e., retail and restaurants). The entire Sandtown Crossing Plan should be complete in the medium- to long-term, likely three to five years.

Plan for River Front District

The River Front District (Figure 53) development is farther along than Sandtown Crossing in its full implementation. A developer recently closed on the purchase of the 200-acre site and has plans to build a high-density mixed-use development that features walkable blocks and streets with shopping, restaurants, and residences, and public spaces and public access to the Chattahoochee River. The city will need to support the developer through the planning process and expedite project approval and permits once a feasible site plan is prepared. There are roles for the Department of Economic Development, Community Development and Regulatory Affairs and the administration in guiding this project through the process. The River Front District development should be complete in the medium term, within two to three years.

Plan for Old National Commons

Old National Commons is one of three Economic Opportunity Focus Areas along Old National Highway. (See Figure 56.) It is part of the newly designated Old National Main Street area. The area includes two apartment complexes in need of rehabilitation, commercial areas in need of revitalization, and vacant land suitable for infill development. The Main Street program will aid in encouraging the revitalization of the retail area. The Department of Economic Development needs to attract developers for these projects. This could start with the preparation of a market potential assessment in the short-term. However, the rehabilitation and redevelopment of Old National Commons will be complete in the long-term, three to seven years.

Plan for Old National Park

Old National Park, as shown in Figure 57, is the second of three Economic Opportunity Focus Areas along Old National Highway and part of the Old National Main Street area. Old National Park is a mostly vacant 80-acre site. As noted earlier in this report, this focus area is well-suited for a new high-density mixed-use development over the long term. The Department of Economic Development should work to attract a developer or developers for this potential project. This could start with a market potential assessment in the short-term, potentially in tandem with such a study for the Old National Commons area, but not necessarily. The project would more likely be a long-term endeavor to be complete in the next three to seven years.

Plan for Old National and Jonesboro Road

Old National and Jonesboro Road area, as shown in Figure 58, is the third of the three Economic Opportunity Focus Areas along Old National Highway and part of the Old National Main Street area. This area is relatively small but is sufficiently sized for a small new development over the long-term that includes primarily neighborhood serving retail. In the short-term, the Department of Economic Development should commission a market potential assessment for Old National and Jonesboro Road, possibly with the assessment or assessments for the other two parts of Old National but more likely as a stand-alone analysis. As with the other parts of Old National described above, the Department of Economic Development should work to attract a developer for the neighborhood serving retail area. This project may still be a long-term endeavor, but due to its small size, should be completed sooner, within three to five years.

Plan for South Fulton Parkway-Cedar Grove Area

The South Fulton Parkway-Cedar Grove Economic Opportunity Focus Area, as shown in Figure 54, is located in the southwest part of the city of South Fulton. At this juncture, plans for this area include local neighborhood-serving retail and restaurants, possibly some residential uses and small professional offices. The Department of Economic Development should prepare a market assessment for the area to determine the best mix of uses given the current and future market. This could be completed in the short- to medium-term, within two years. If the study demonstrates market potential, the Department of Economic Development should work to attract a developer for the South Fulton Parkway-Cedar Grove focus area. This project would likely be a long-term endeavor, with completion expected in three to seven years, depending on how long it takes to attract a developer or developers to undertake it.

Plan for Campbellton Community District

This Campbellton Community District Economic Opportunity Focus Area, as shown in Figure 60, is partly located in the city of Chattahoochee Hills and partly in the city of South Fulton. The Campbellton Community District is a planned reconstitution of Campbellton, the historic county seat of former Campbell County. The new Campbellton will be a multi-jurisdictional project on the site of the historic town center location. A plan is being developed in 2020 (an RFP for a planning team was issued in December 2019) for a mixed-use village with shops, restaurants, other places of employment, housing and recreational opportunities including collaboration with the concurrent Chattahoochee Riverlands project. The Department of Community Development and Regulatory Affairs and the Department of Economic Development will be involved in the development of the plan that will be completed in the short-term, within one year. Once the plan is approved by both cities, and the project is determined to be feasible in the marketplace (this may require a separate market feasibility study), the two cities will need to work together to identify the developer(s) for the project, probably through an RFP process. This project is substantial in size and likely to be complex in execution. Accordingly, the plan would be a long-term effort, with completion expected in four to six years.

APPENDIX

Exhibit A-1: Counties in the Atlanta-Sandy Springs-Roswell Metropolitan Statistical Area (Atlanta Metro Area)

Barrow County	Haralson County
Bartow County	Heard County
Butts County	Henry County
Carroll County	Jasper County
Cherokee County	Lamar County
Clayton County	Meriwether County
Cobb County	Morgan County
Coweta County	Newton County
Dawson County	Paulding County
DeKalb County	Pickens County
Douglas County	Pike County
Fayette County	Rockdale County
Forsyth County	Spalding County
Fulton County	Walton County
Gwinnett County	

Source: Georgia.gov; BAE, 2019.

Exhibit A-2: Counties in the Atlanta Region as Defined by the Atlanta Regional Commission

Barrow County	Forsyth County
Bartow County	Fulton County
Carroll County	Gwinnett County
Cherokee County	Hall County
Clayton County	Henry County
Cobb County	Newton County
Coweta County	Paulding County
DeKalb County	Rockdale County
Douglas County	Spalding County
Fayette County	Walton County

Sources: Atlanta Regional Commission
BAE, 2019.

Exhibit A-3: Detailed Household Composition Data, 2010 – 2019

South Fulton	2010 Number	2010 Percent	2019 Number	2019 Percent	2010-2019 % Change
Family Households	21,235	69.2%	25,051	69.3%	18.0%
Non-Family Households	9,459	30.8%	11,120	30.7%	17.6%
Total Households	**30,694**	**100.0%**	**36,171**	**100.0%**	**17.8%**
Households with Children Under 18	**8,790**	**37.0%**			

Fulton County	2010 Number	2010 Percent	2019 Number	2019 Percent	2010-2019 % Change
Family Households	209,215	55.6%	238,456	54.6%	14.0%
Non-Family Households	167,162	44.4%	198,514	45.4%	18.8%
Total Households	**376,377**	**100.0%**	**436,970**	**100.0%**	**16.1%**
Households with Children Under 18	**88,541**	**32.6%**			

Atlanta Metro Area	2010 Number	2010 Percent	2019 Number	2019 Percent	2010-2019 % Change
Family Households	1,326,189	68.2%	1,480,701	67.5%	11.7%
Non-Family Households	617,696	31.8%	714,414	32.5%	15.7%
Total Households	**1,943,885**	**100.0%**	**2,195,115**	**100.0%**	**12.9%**

Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Exhibit A-4: Detailed Age Distribution Data, 2010 – 2019

	2010		2019		2010-2019
South Fulton	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Under 18	24,368	28.9%	26,135	26.1%	7.3%
18-24	6,990	8.3%	8,624	8.6%	23.4%
25-34	12,829	15.2%	14,888	14.9%	16.0%
35-44	13,682	16.2%	14,607	14.6%	6.8%
45-54	10,668	12.7%	13,411	13.4%	25.7%
55-64	9,262	11.0%	10,979	11.0%	18.5%
65 or older	6,413	7.6%	11,532	11.5%	79.8%
Total Population (a)	**84,212**	**100.0%**	**100,176**	**100.0%**	**19.0%**
Median Age	**33.5**		**35.3**		

	2010		2019		2010-2019
Fulton County	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Under 18	219,686	23.9%	231,588	21.8%	5.4%
18-24	98,241	10.7%	112,090	10.6%	14.1%
25-34	153,601	16.7%	173,159	16.3%	12.7%
35-44	142,271	15.5%	151,035	14.2%	6.2%
45-54	129,027	14.0%	139,547	13.2%	8.2%
55-64	94,331	10.2%	122,688	11.6%	30.1%
65 or older	83,424	9.1%	130,266	12.3%	56.1%
Total Population (a)	**920,581**	**100.0%**	**1,060,373**	**100.0%**	**15.2%**
Median Age	**34.2**		**35.8**		

	2010		2019		2010-2019
Atlanta Metro Area	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Under 18	1,400,791	26.5%	1,431,461	23.9%	2.2%
18-24	485,264	9.2%	554,521	9.3%	14.3%
25-34	763,177	14.4%	890,573	14.9%	16.7%
35-44	833,220	15.8%	826,613	13.8%	-0.8%
45-54	775,965	14.7%	817,250	13.7%	5.3%
55-64	553,784	10.5%	724,376	12.1%	30.8%
65 or older	474,527	9.0%	741,468	12.4%	56.3%
Total Population (a)	**5,286,728**	**100.0%**	**5,986,262**	**100.0%**	**13.2%**
Median Age	**34.9**		**36.4**		

Notes:
(a) Totals may not match totals in other tables due to independent rounding.

Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Exhibit A-5: Detailed Race and Ethnicity Data, 2010 – 2019

	2010		2019		2010-2019
South Fulton	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Hispanic/Latino (a)	**2,324**	**2.8%**	**2,490**	**2.5%**	**7.1%**
Not Hispanic/Latino	**81,886**	**97.2%**	**97,687**	**97.5%**	**19.3%**
White	4,632	5.5%	5,062	5.1%	9.3%
Black/African American	75,154	89.2%	89,670	89.5%	19.3%
Native American	152	0.2%	150	0.1%	-1.3%
Asian	490	0.6%	841	0.8%	71.6%
Native Hawaiian/Pacific Islander	21	0.0%	20	0.0%	-4.8%
Other	153	0.2%	173	0.2%	13.1%
Two or More Races	1,284	1.5%	1,771	1.8%	37.9%
Total Population	**84,210**	**100.0%**	**100,177**	**100.0%**	**19.0%**

	2010		2019		2010-2019
Fulton County	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Hispanic/Latino (a)	**72,566**	**7.9%**	**76,157**	**7.2%**	**4.9%**
Not Hispanic/Latino	**848,015**	**92.1%**	**984,216**	**92.8%**	**16.1%**
White	376,014	40.8%	410,488	38.7%	9.2%
Black/African American	400,457	43.5%	461,830	43.6%	15.3%
Native American	1,586	0.2%	1,563	0.1%	-1.5%
Asian	51,304	5.6%	85,016	8.0%	65.7%
Native Hawaiian/Pacific Islander	287	0.0%	283	0.0%	-1.4%
Other	2,582	0.3%	2,909	0.3%	12.7%
Two or More Races	15,785	1.7%	22,127	2.1%	40.2%
Total Population	**920,581**	**100.0%**	**1,060,373**	**100.0%**	**15.2%**

	2010		2019		2010-2019
Atlanta Metro Area	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Hispanic/Latino (a)	**547,894**	**10.4%**	**651,647**	**10.9%**	**18.9%**
Not Hispanic/Latino	**4,738,834**	**89.6%**	**5,334,615**	**89.1%**	**12.6%**
White	2,684,571	50.8%	2,765,909	46.2%	3.0%
Black/African American	1,684,178	31.9%	2,035,739	34.0%	20.9%
Native American	10,779	0.2%	11,132	0.2%	3.3%
Asian	252,616	4.8%	372,329	6.2%	47.4%
Native Hawaiian/Pacific Islander	2,075	0.0%	2,474	0.0%	19.2%
Other	13,749	0.3%	15,338	0.3%	11.6%
Two or More Races	90,866	1.7%	131,694	2.2%	44.9%
Total Population	**5,286,728**	**100.0%**	**5,986,262**	**100.0%**	**13.2%**

Notes:
(a) Includes all races for those of Hispanic/Latino background.

Sources: U.S. Census Bureau, 2010 Census; Esri Business Analyst; BAE, 2020.

Exhibit A-6: Detailed Income Data, 2010 – 2019

	South Fulton		Fulton County		Atlanta Metro Area	
Household Income Category	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Less than $15,000	3,141	8.7%	45,514	10.4%	177,635	8.1%
$15,000-$24,999	2,890	8.0%	35,298	8.1%	167,986	7.7%
$25,000-$34,999	3,182	8.8%	35,398	8.1%	181,476	8.3%
$35,000-$49,999	5,208	14.4%	46,953	10.7%	272,458	12.4%
$50,000-$74,999	7,580	21.0%	73,756	16.9%	400,977	18.3%
$75,000-$99,999	5,080	14.0%	45,839	10.5%	297,017	13.5%
$100,000-$149,999	5,540	15.3%	63,070	14.4%	354,242	16.1%
$150,000-$199,999	1,747	4.8%	30,190	6.9%	159,328	7.3%
$200,000 or more	1,804	5.0%	60,939	13.9%	183,976	8.4%
Total Households (a)	**36,172**	**100.0%**	**436,957**	**100.0%**	**2,195,095**	**100.0%**
Median HH Income	**$59,540**		**$66,925**		**$66,656**	
Per Capita Income	**$28,915**		**$44,854**		**$34,450**	

(a) Totals may not match totals in other tables due to independent rounding.

Sources: Esri Business Analyst; BAE, 2020.

Exhibit A-7: Detailed Educational Attainment Data for Population Aged 25+, 2019

	South Fulton		Fulton County		Atlanta Metro Area	
Educational Attainment	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Less than 9th Grade	1,239	1.9%	16,606	2.3%	150,824	3.8%
9th to 12th Grade, No Diploma	3,673	5.6%	36,676	5.1%	252,236	6.3%
High School Graduate (incl. Equivalency)	16,525	25.3%	129,368	18.1%	972,048	24.3%
Some College, No Degree	14,936	22.8%	116,541	16.3%	774,984	19.4%
Associate Degree	6,180	9.4%	45,140	6.3%	311,590	7.8%
Bachelor's Degree	13,207	20.2%	218,760	30.5%	957,685	23.9%
Graduate/Professional Degree	9,656	14.8%	153,604	21.4%	580,913	14.5%
Total Population Age 25+	**65,416**	**100.0%**	**716,695**	**100.0%**	**4,000,280**	**100.0%**
Population 25+ with Bachelor's Degree or Higher (%)	**35.0%**		**52.0%**		**38.5%**	
Population 25+ High School Graduate (incl. Equivalency) or Higher (%)	**92.5%**		**92.6%**		**89.9%**	

Sources: Esri Business Analyst; BAE, 2020.

Exhibit A-8: Employed Residents by Industry in South Fulton, 2013 and 2017

	2013		2017		Change	
Industry	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting	13	0.0%	16	0.0%	3	23.1%
Mining	5	0.0%	7	0.0%	2	40.0%
Utilities	101	0.3%	120	0.3%	19	18.8%
Construction	469	1.6%	786	2.1%	317	67.6%
Manufacturing	1,312	4.4%	1,556	4.1%	244	18.6%
Wholesale Trade	1,385	4.7%	1,739	4.6%	354	25.6%
Retail Trade	2,554	8.6%	3,576	9.4%	1,022	40.0%
Transportation and Warehousing	3,121	10.5%	4,325	11.3%	1,204	38.6%
Information	995	3.4%	1,243	3.3%	248	24.9%
Finance and Insurance	1,363	4.6%	1,501	3.9%	138	10.1%
Real Estate Rental and Leasing	532	1.8%	764	2.0%	232	43.6%
Professional, Scientific, and Technical Services	1,610	5.4%	1,861	4.9%	251	15.6%
Management of Companies and Enterprises	619	2.1%	768	2.0%	149	24.1%
Administrative, Support, Waste Mgmt & Remediation	2,968	10.0%	4,170	10.9%	1,202	40.5%
Educational Services	2,463	8.3%	3,751	9.8%	1,288	52.3%
Health Care and Social Assistance	3,792	12.8%	4,758	12.5%	966	25.5%
Arts, Entertainment, and Recreation	264	0.9%	422	1.1%	158	59.8%
Accommodation and Food Services	2,807	9.5%	4,012	10.5%	1,205	42.9%
Other Services (except Public Administration)	704	2.4%	949	2.5%	245	34.8%
Public Administration	2,553	8.6%	1,845	4.8%	-708	-27.7%
Total	**29,630**	**100.0%**	**38,169**	**100.0%**	**8,539**	**28.8%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Exhibit A-9: Employed Residents by Industry in Fulton County, 2013 and 2017

	2013		2017		Change	
Industry	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting	233	0.1%	241	0.1%	8	3.4%
Mining	108	0.0%	163	0.0%	55	50.9%
Utilities	934	0.3%	1,117	0.3%	183	19.6%
Construction	8,028	2.2%	11,495	2.7%	3,467	43.2%
Manufacturing	15,253	4.2%	17,149	4.1%	1,896	12.4%
Wholesale Trade	22,324	6.2%	24,065	5.7%	1,741	7.8%
Retail Trade	32,451	9.0%	37,236	8.9%	4,785	14.7%
Transportation and Warehousing	19,783	5.5%	24,186	5.8%	4,403	22.3%
Information	20,160	5.6%	23,427	5.6%	3,267	16.2%
Finance and Insurance	22,865	6.3%	25,331	6.0%	2,466	10.8%
Real Estate Rental and Leasing	8,065	2.2%	9,977	2.4%	1,912	23.7%
Professional, Scientific, and Technical Services	42,082	11.7%	49,907	11.9%	7,825	18.6%
Management of Companies and Enterprises	9,601	2.7%	12,399	3.0%	2,798	29.1%
Administrative, Support, Waste Mgmt & Remediation	33,373	9.2%	40,104	9.6%	6,731	20.2%
Educational Services	24,273	6.7%	30,629	7.3%	6,356	26.2%
Health Care and Social Assistance	37,620	10.4%	43,680	10.4%	6,060	16.1%
Arts, Entertainment, and Recreation	4,853	1.3%	5,900	1.4%	1,047	21.6%
Accommodation and Food Services	33,632	9.3%	39,872	9.5%	6,240	18.6%
Other Services (except Public Administration)	9,715	2.7%	11,467	2.7%	1,752	18.0%
Public Administration	15,709	4.4%	10,906	2.6%	-4,803	-30.6%
Total	**361,062**	**100.0%**	**419,251**	**100.0%**	**58,189**	**16.1%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Exhibit A-10: Employed Residents by Industry in the Atlanta Metro Area, 2013 and 2017

	2013		2017		Change	
Industry	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting	2,658	0.1%	2,839	0.1%	181	6.8%
Mining	1,087	0.1%	1,464	0.1%	377	34.7%
Utilities	9,304	0.4%	9,335	0.4%	31	0.3%
Construction	78,198	3.7%	106,231	4.4%	28,033	35.8%
Manufacturing	148,324	7.0%	162,609	6.8%	14,285	9.6%
Wholesale Trade	140,096	6.6%	149,291	6.3%	9,195	6.6%
Retail Trade	234,140	11.0%	261,814	11.0%	27,674	11.8%
Transportation and Warehousing	119,042	5.6%	137,437	5.8%	18,395	15.5%
Information	84,710	4.0%	93,601	3.9%	8,891	10.5%
Finance and Insurance	104,718	4.9%	112,545	4.7%	7,827	7.5%
Real Estate Rental and Leasing	37,878	1.8%	44,380	1.9%	6,502	17.2%
Professional, Scientific, and Technical Services	176,253	8.3%	199,320	8.3%	23,067	13.1%
Management of Companies and Enterprises	46,247	2.2%	56,453	2.4%	10,206	22.1%
Administrative, Support, Waste Mgmt & Remediation	172,945	8.1%	196,241	8.2%	23,296	13.5%
Educational Services	170,546	8.0%	200,170	8.4%	29,624	17.4%
Health Care and Social Assistance	230,885	10.8%	262,311	11.0%	31,426	13.6%
Arts, Entertainment, and Recreation	24,202	1.1%	28,451	1.2%	4,249	17.6%
Accommodation and Food Services	188,521	8.9%	220,954	9.3%	32,433	17.2%
Other Services (except Public Administration)	54,794	2.6%	63,061	2.6%	8,267	15.1%
Public Administration	103,864	4.9%	78,892	3.3%	-24,972	-24.0%
Total	**2,128,412**	**100.0%**	**2,387,399**	**100.0%**	**258,987**	**12.2%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Exhibit A-11: Jobs by Industry in South Fulton, 2013 and 2017

	2013		2017		Change	
Industry	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting	21	0.2%	34	0.2%	13	61.9%
Mining	5	0.0%	0	0.0%	-5	n.a.
Utilities	8	0.1%	4	0.0%	-4	-50.0%
Construction	194	1.5%	106	0.7%	-88	-45.4%
Manufacturing	1,005	7.8%	1,472	9.9%	467	46.5%
Wholesale Trade	2,418	18.7%	1,693	11.4%	-725	-30.0%
Retail Trade	1,735	13.4%	2,100	14.2%	365	21.0%
Transportation and Warehousing	857	6.6%	1,004	6.8%	147	17.2%
Information	42	0.3%	15	0.1%	-27	-64.3%
Finance and Insurance	1,417	10.9%	1,305	8.8%	-112	-7.9%
Real Estate Rental and Leasing	133	1.0%	177	1.2%	44	33.1%
Professional, Scientific, and Technical Services	201	1.6%	475	3.2%	274	136.3%
Management of Companies and Enterprises	89	0.7%	7	0.0%	-82	-92.1%
Administrative, Support, Waste Mgmt & Remediation	841	6.5%	1,465	9.9%	624	74.2%
Educational Services	1,579	12.2%	1,616	10.9%	37	2.3%
Health Care and Social Assistance	822	6.3%	1,334	9.0%	512	62.3%
Arts, Entertainment, and Recreation	81	0.6%	86	0.6%	5	6.2%
Accommodation and Food Services	1,179	9.1%	1,494	10.1%	315	26.7%
Other Services (except Public Administration)	248	1.9%	407	2.8%	159	64.1%
Public Administration	74	0.6%	0	0.0%	-74	-100.0%
Total	**12,949**	**100.0%**	**14,794**	**100.0%**	**1,845**	**14.2%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Exhibit A-12: Jobs by Industry in Fulton County, 2013 and 2017

	2013		2017		Change	
Industry	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting	219	0.0%	154	0.0%	-65	-29.7%
Mining	108	0.0%	396	0.0%	288	266.7%
Utilities	2,859	0.4%	3,187	0.4%	328	11.5%
Construction	13,696	1.9%	17,481	2.1%	3,785	27.6%
Manufacturing	26,096	3.6%	28,623	3.5%	2,527	9.7%
Wholesale Trade	41,815	5.7%	43,383	5.2%	1,568	3.7%
Retail Trade	52,028	7.1%	57,641	7.0%	5,613	10.8%
Transportation and Warehousing	59,517	8.2%	70,802	8.6%	11,285	19.0%
Information	47,232	6.5%	57,062	6.9%	9,830	20.8%
Finance and Insurance	50,572	6.9%	54,220	6.6%	3,648	7.2%
Real Estate Rental and Leasing	17,274	2.4%	21,108	2.6%	3,834	22.2%
Professional, Scientific, and Technical Services	88,818	12.2%	100,514	12.1%	11,696	13.2%
Management of Companies and Enterprises	15,132	2.1%	23,401	2.8%	8,269	54.6%
Administrative, Support, Waste Mgmt & Remediation	67,251	9.2%	78,934	9.5%	11,683	17.4%
Educational Services	38,848	5.3%	47,971	5.8%	9,123	23.5%
Health Care and Social Assistance	70,830	9.7%	86,128	10.4%	15,298	21.6%
Arts, Entertainment, and Recreation	10,521	1.4%	12,596	1.5%	2,075	19.7%
Accommodation and Food Services	61,804	8.5%	70,923	8.6%	9,119	14.8%
Other Services (except Public Administration)	19,195	2.6%	21,822	2.6%	2,627	13.7%
Public Administration	44,030	6.0%	31,200	3.8%	-12,830	-29.1%
Total	**727,845**	**100.0%**	**827,546**	**100.0%**	**99,701**	**13.7%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Exhibit A-13: Jobs by Industry in the Atlanta Metro Area, 2013 and 2017

	2013		2017		Change	
Industry	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Agriculture, Forestry, Fishing and Hunting	1,726	0.1%	1,969	0.1%	243	14.1%
Mining	957	0.0%	1,461	0.1%	504	52.7%
Utilities	9,943	0.4%	10,139	0.4%	196	2.0%
Construction	84,695	3.8%	117,720	4.7%	33,025	39.0%
Manufacturing	148,732	6.7%	162,718	6.6%	13,986	9.4%
Wholesale Trade	150,867	6.8%	159,879	6.4%	9,012	6.0%
Retail Trade	246,180	11.1%	276,854	11.1%	30,674	12.5%
Transportation and Warehousing	125,729	5.7%	144,790	5.8%	19,061	15.2%
Information	88,660	4.0%	98,863	4.0%	10,203	11.5%
Finance and Insurance	107,742	4.9%	115,291	4.6%	7,549	7.0%
Real Estate Rental and Leasing	39,520	1.8%	46,177	1.9%	6,657	16.8%
Professional, Scientific, and Technical Services	185,665	8.4%	209,763	8.4%	24,098	13.0%
Management of Companies and Enterprises	48,790	2.2%	60,238	2.4%	11,448	23.5%
Administrative, Support, Waste Mgmt & Remediation	184,491	8.3%	205,423	8.3%	20,932	11.3%
Educational Services	171,915	7.8%	202,626	8.2%	30,711	17.9%
Health Care and Social Assistance	232,058	10.5%	264,567	10.7%	32,509	14.0%
Arts, Entertainment, and Recreation	25,069	1.1%	29,307	1.2%	4,238	16.9%
Accommodation and Food Services	192,680	8.7%	225,958	9.1%	33,278	17.3%
Other Services (except Public Administration)	56,935	2.6%	65,812	2.7%	8,877	15.6%
Public Administration	107,882	4.9%	83,810	3.4%	-24,072	-22.3%
Total	**2,210,236**	**100.0%**	**2,483,365**	**100.0%**	**273,129**	**12.4%**

Sources: Longitudinal Employer-Household Dynamics via OnTheMap; BAE, 2020.

Exhibit A-14: Detailed Data on Occupied Housing Units by Tenure, 2010-2019

	2010		2019		2010-2019
South Fulton	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Occupied Units	**30,694**	**88.9%**	**36,171**	**92.3%**	**17.8%**
Owner-Occupied	22,241	64.4%	26,472	67.5%	19.0%
Renter-Occupied	8,453	24.5%	9,699	24.7%	14.7%
Vacant Units	**3,837**	**11.1%**	**3,023**	**7.7%**	**-21.2%**
Total Units	**34,531**	**100%**	**39,194**	**100%**	**13.5%**

	2010		2019		2010-2019
Fulton County	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Occupied Units	**376,377**	**86.1%**	**436,970**	**88.7%**	**16.1%**
Owner-Occupied	202,262	46.3%	221,311	44.9%	9.4%
Renter-Occupied	174,115	39.8%	215,659	43.8%	23.9%
Vacant Units	**60,728**	**13.9%**	**55,681**	**11.3%**	**-8.3%**
Total Units	**437,105**	**100%**	**492,651**	**100%**	**12.7%**

	2010		2019		2010-2019
Atlanta Metro Area	**Number**	**Percent**	**Number**	**Percent**	**% Change**
Occupied Units	**1,943,885**	**89.5%**	**2,195,115**	**91.2%**	**12.9%**
Owner-Occupied	1,285,066	59.1%	1,409,508	58.6%	9.7%
Renter-Occupied	658,819	30.3%	785,607	32.6%	19.2%
Vacant Units	**229,082**	**10.5%**	**211,638**	**8.8%**	**-7.6%**
Total Units	**2,172,967**	**100%**	**2,406,753**	**100%**	**10.8%**

Sources: Esri Business Analyst; BAE 2020.

Exhibit A-15: Detailed Data on Housing Unit Characteristics, 2013 – 2017 Five Year Data

	South Fulton		Fulton County		Atlanta Metro	
Type of Residence	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Single Family Detached	27,675	76.4%	220,644	48.4%	1,506,655	67.1%
Single Family Attached	1,649	4.6%	27,739	6.1%	115,085	5.1%
Multifamily 2 Units	283	0.8%	7,454	1.6%	29,963	1.3%
Multifamily 3-19 Units	5,015	13.9%	106,689	23.4%	330,324	14.7%
Multifamily 20-49 Units	641	1.8%	23,021	5.0%	81,649	3.6%
Multifamily 50+	891	2.5%	68,187	14.9%	113,134	5.0%
Mobile Home/Other (a)	55	0.2%	2,531	0.6%	67,873	3.0%
Total Units	**36,209**	**100.0%**	**456,265**	**100.0%**	**2,244,683**	**100.0%**
Single Family Housing Units	**29,324**	**81.0%**	**248,383**	**54.4%**	**1,621,740**	**72.2%**
Multifamily Housing Units	**6,830**	**18.9%**	**205,351**	**45.0%**	**555,070**	**24.7%**

Notes:
(a) Includes boats, RVs, vans, or any other non-traditional residences.

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Exhibit A-16: Detailed Data on Housing by Year Built, 2013 – 2017 Five-Year Data

	South Fulton		Fulton County		Atlanta Metro	
Year Built	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
2014 or Later	526	1.5%	6,430	1.4%	25,567	1.1%
2010-2013	1,396	3.9%	13,289	2.9%	49,103	2.2%
2000-2009	16,816	46.4%	107,124	23.5%	576,453	25.7%
1990-1999	4,180	11.5%	80,271	17.6%	499,625	22.3%
1980-1989	3,608	10.0%	66,637	14.6%	401,662	17.9%
1970-1979	4,936	13.6%	52,524	11.5%	290,112	12.9%
1960-1969	3,163	8.7%	48,338	10.6%	178,181	7.9%
1950-1959	1,034	2.9%	35,256	7.7%	108,951	4.9%
1940-1949	365	1.0%	16,478	3.6%	45,468	2.0%
1939 or Earlier	184	0.5%	29,918	6.6%	69,561	3.1%
Total Units	**36,208**	**100.0%**	**456,265**	**100.0%**	**2,244,683**	**100.0%**
Median Year Built	**2000**		**1987**		**1991**	

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Exhibit A-17: Detailed Commute Time Data, 2013 – 2017 Five-Year Data

	South Fulton		Fulton County		Atlanta Metro Area	
Travel Time to Work	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Less than 15 minutes	4,449	11.6%	84,916	18.8%	438,782	17.4%
15 to 29 minutes	12,038	31.3%	180,157	39.9%	825,641	32.7%
30 to 44 minutes	11,187	29.1%	101,267	22.4%	615,331	24.4%
45 to 59 minutes	5,230	13.6%	41,133	9.1%	306,886	12.2%
60 to 89 minutes	3,848	10.0%	31,826	7.0%	249,998	9.9%
90+ minutes	1,678	4.4%	12,561	2.8%	87,386	3.5%
Total Residents (a)	**38,430**	**100%**	**451,860**	**100%**	**2,524,024**	**100%**

Notes:
(a) Totals may not match totals in other tables due to independent rounding.

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Exhibit A-18: Detailed Data on Means of Transportation to Work, 2013 – 2017 Five-Year Data

	South Fulton		Fulton County		Atlanta Metro	
Means of Transportation	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Car, Truck, or Van	**35,401**	**87.6%**	**392,753**	**79.8%**	**2,360,961**	**87.4%**
Drove alone	31,617	78.2%	354,776	72.1%	2,095,023	77.6%
Carpooled	3,784	9.4%	37,977	7.7%	265,938	9.8%
Public Transportation (a)	**2,185**	**5.4%**	**36,957**	**7.5%**	**82,907**	**3.1%**
Bus or Trolley Bus	1,324	3.3%	24,273	4.9%	57,657	2.1%
Streetcar or Trolley Car (b)	860	2.1%	11,440	2.3%	22,460	0.8%
Railroad or Ferryboat	1	0.0%	1,244	0.3%	2,790	0.1%
Walked	**134**	**0.3%**	**12,865**	**2.6%**	**36,328**	**1.3%**
Other (c)	**710**	**1.8%**	**9,285**	**1.9%**	**43,828**	**1.6%**
Worked at Home	**1,978**	**4.9%**	**40,294**	**8.2%**	**176,146**	**6.5%**
Total (d)	**40,408**	**100.0%**	**492,154**	**100.0%**	**2,700,170**	**100.0%**

Notes:
(a) Excludes taxicabs.
(b) Includes subways and elevated light railways.
(c) Includes taxicabs, motorcycles, bicycles, and other means.
(d) Totals may not match totals in other tables due to independent rounding.

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample; Esri Business Analyst; BAE, 2020.

Exhibit A-19: Detailed Housing Cost Burden Data, 2013 – 2017 Five-Year Data

Owner Households

	South Fulton		Fulton County		Atlanta Metro	
Percent of Income	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Less than 10 Percent	2,621	12.5%	39,974	19.9%	249,048	19.4%
10 Percent to 19.9 Percent	7,123	34.1%	69,490	34.5%	459,872	35.9%
20 Percent to 29.9 Percent	4,786	22.9%	41,804	20.8%	268,606	21.0%
30 Percent to 39.9 Percent	2,526	12.1%	18,843	9.4%	115,895	9.0%
40 Percent to 49.9 Percent	1,025	4.9%	8,356	4.2%	55,630	4.3%
50 Percent or More	2,538	12.1%	20,943	10.4%	121,668	9.5%
Data Unavailable	277	1.3%	1,735	0.9%	11,363	0.9%
Total Households	**20,896**	**100.0%**	**201,145**	**100.0%**	**1,282,082**	**100.0%**
Cost-Burdened Households (a)	**6,089**	**29.1%**	**48,142**	**23.9%**	**293,193**	**22.9%**
Severely Cost-Burdened Households (b)	**2,538**	**12.1%**	**20,943**	**10.4%**	**121,668**	**9.5%**

Renter Households

	South Fulton		Fulton County		Atlanta Metro	
Percent of Income	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Less than 10 Percent	176	1.6%	6,047	3.2%	22,010	2.9%
10 Percent to 19.9 Percent	1,789	16.6%	38,130	20.0%	155,584	20.8%
20 Percent to 29.9 Percent	2,493	23.2%	46,382	24.3%	175,912	23.6%
30 Percent to 39.9 Percent	1,538	14.3%	28,779	15.1%	113,915	15.3%
40 Percent to 49.9 Percent	1,272	11.8%	16,486	8.6%	67,482	9.0%
50 Percent or More	3,125	29.0%	44,543	23.4%	171,555	23.0%
Data Unavailable	374	3.5%	10,338	5.4%	40,505	5.4%
Total Households	**10,767**	**100.0%**	**190,705**	**100.0%**	**746,963**	**100.0%**
Cost-Burdened Households (a)	**5,935**	**55.1%**	**89,808**	**47.1%**	**352,952**	**47.3%**
Severely Cost-Burdened Households (b)	**3,125**	**29.0%**	**44,543**	**23.4%**	**171,555**	**23.0%**

Notes:
(a) HUD defines cost-burdened households as households with housing costs greater than or equal to 30% of household income.
(b) HUD defines severely cost-burdened households as households with housing costs greater than or equal to 50% of household income.

Sources: U.S. Census Bureau, American Community Survey 2013-2017 5-Year Sample Data; Esri Business Analyst; BAE, 2020.

Exhibit A-20: Multifamily Rental Market Summary, Q1 2019

South Fulton

	Studio	1 BR	2 BR	3 BR	4+ BR	All Unit Types (a)
Inventory, Q1 2019 (units)	-	1,030	2,321	627	8	3,986
% of Units	-	25.8%	58.2%	15.7%	0.2%	100.0%
Occupied Units	-	825	2,010	535	8	3,378
Vacant Units	-	205	311	92	0	608
Vacancy Rate	-	19.9%	13.4%	14.7%	0.0%	15.3%
Average Rents, Q1 2018 - Q1 2019 (b)						
Average Rent, Q1 2018	-	$815	$930	$1,152	$1,497	$937
Average Rent, Q1 2019	-	$893	$1,019	$1,268	$1,258	$1,027
% Change Q1 2018 - Q1 2019	-	9.6%	9.6%	10.1%	-16.0%	9.6%

Fulton County

	Studio	1 BR	2 BR	3 BR	4+ BR	All Unit Types (a)
Inventory, Q1 2019 (units)	4,894	58,423	63,534	10,633	2,338	145,267
% of Units	3.5%	41.8%	45.4%	7.6%	1.7%	100.0%
Occupied Units	4,392	52,184	55,982	9,276	1,958	128,798
Vacant Units	502	6,239	7,552	1,357	380	16,469
Vacancy Rate	10.3%	10.7%	11.9%	12.8%	16.3%	11.3%
Average Rents, Q1 2018 - Q1 2019 (b)						
Average Rent, Q1 2018	$1,327	$1,255	$1,445	$1,700	$1,008	$1,375
Average Rent, Q1 2019	$1,346	$1,309	$1,502	$1,759	$1,044	$1,430
% Change Q1 2018 - Q1 2019	1.4%	4.3%	3.9%	3.5%	3.6%	4.0%

Atlanta Metro Area

	Studio	1 BR	2 BR	3 BR	4+ BR	All Unit Types (a)
Inventory, Q1 2019 (units)	7,819	160,218	205,434	43,017	6,276	435,208
% of Units	1.8%	37.9%	48.6%	10.2%	1.5%	100.0%
Occupied Units	7,032	146,598	188,280	39,379	5,610	398,482
Vacant Units	787	13,620	17,154	3,638	666	36,726
Vacancy Rate	10.1%	8.5%	8.4%	8.5%	10.6%	8.4%
Average Rents, Q1 2018 - Q1 2019 (b)						
Average Rent, Q1 2018	$1,323	$1,091	$1,218	$1,367	$1,102	$1,185
Average Rent, Q1 2019	$1,349	$1,147	$1,286	$1,439	$1,138	$1,248
% Change Q1 2018 - Q1 2019	2.0%	5.1%	5.6%	5.3%	3.3%	5.3%

Notes:
(a) Unit totals may not add up due to some units lacking classification by number of bedrooms.
(b) Market-rate units only.

Sources: CoStar; BAE, 2019.

Exhibit A-21: Home Sales in South Fulton, April 2018 – March 2019

Single Family Homes

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	1	10	45	11	-	**67**	**7.5%**
$100,000-$149,999	-	10	137	43	1	**191**	**21.2%**
$150,000-$199,999	-	4	108	147	-	**259**	**28.8%**
$200,000-$249,000	-	1	45	149	-	**195**	**21.7%**
$250,000-$299,999	-	-	17	85	1	**103**	**11.5%**
$300,000-$349,999	-	1	1	38	-	**40**	**4.4%**
More than $350,000	-	-	8	36	-	**44**	**4.9%**
Total Number	**1**	**26**	**361**	**509**	**2**	**899**	**100.0%**
% Total	**0.1%**	**2.9%**	**40.2%**	**56.6%**	**0.2%**	**100.0%**	
Median Sale Price	**$58,500**	**$114,500**	**$147,000**	**$214,900**	**$0**	**$186,450**	
Average Sale Price	**$58,500**	**$119,154**	**$160,354**	**$228,428**	**$203,000**	**$197,687**	
Average Price/SF	**$54**	**$97**	**$94**	**$81**	**$30**	**$86**	

Townhomes

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	-	3	10	1	-	**14**	**13.2%**
$100,000-$149,999	-	16	42	6	-	**64**	**60.4%**
$150,000-$199,999	-	-	19	5	-	**24**	**22.6%**
$200,000-$249,000	-	-	-	1	-	**1**	**0.9%**
$250,000-$299,999	-	-	-	2	-	**2**	**1.9%**
$300,000-$349,999	-	-	-	-	-	**-**	**0.0%**
More than $350,000	-	-	1	-	-	**1**	**0.9%**
Total Number	**-**	**19**	**72**	**15**	**-**	**106**	**100.0%**
% Total	**0.0%**	**17.9%**	**67.9%**	**14.2%**	**0.0%**	**100.0%**	
Median Sale Price	**-**	**$105,000**	**$139,500**	**$170,000**	**-**	**$130,000**	
Average Sale Price	**-**	**$107,253**	**$137,351**	**$167,600**	**-**	**$136,237**	
Average Price/SF	**-**	**$75**	**$82**	**$92**	**-**	**$83**	

Condos

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	1	4	6	-	-	**11**	**91.7%**
$100,000-$149,999	-	-	-	-	-	**-**	**0.0%**
$150,000-$199,999	-	-	-	-	1	**1**	**8.3%**
$200,000-$249,000	-	-	-	-	-	**-**	**0.0%**
$250,000-$299,999	-	-	-	-	-	**-**	**0.0%**
$300,000-$349,999	-	-	-	-	-	**-**	**0.0%**
More than $350,000	-	-	-	-	-	**-**	**0.0%**
Total Number	**1**	**4**	**6**	**-**	**1**	**12**	**100.0%**
% Total	**8.3%**	**33.3%**	**50.0%**	**0.0%**		**100.0%**	
Median Sale Price	**$23,500**	**$40,950**	**$33,450**	**-**	**$189,000**	**$33,450**	
Average Sale Price	**$23,500**	**$40,475**	**$33,650**	**-**	**-**	**$48,025**	
Average Price/SF	**$36**	**$46**	**$24**	**-**	**-**	**$33**	

Sources: ListSource/CoreLogic; BAE, 2019.
Only includes sales for which sale price data are available

Exhibit A-22: Home Sales in Fulton County, April 2018 – March 2019

Single Family Homes

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	31	927	1,279	196	51	**2,484**	**18.1%**
$100,000-$149,999	15	370	876	259	11	**1,531**	**11.1%**
$150,000-$199,999	6	229	632	441	51	**1,359**	**9.9%**
$200,000-$249,000	6	176	408	368	37	**995**	**7.2%**
$250,000-$299,999	7	108	436	284	22	**857**	**6.2%**
$300,000-$349,999	3	95	402	340	18	**858**	**6.2%**
More than $350,000	10	360	1,471	3,692	132	**5,665**	**41.2%**
Total Number	**78**	**2,265**	**5,504**	**5,580**	**322**	**13,749**	**100.0%**
% Total	**0.6%**	**16.5%**	**40.0%**	**40.6%**	**2.3%**	**100.0%**	
Median Sale Price	**$120,000**	**$124,900**	**$195,000**	**$453,000**	**$268,500**	**$279,900**	
Average Sale Price	**$167,281**	**$208,458**	**$279,257**	**$565,236**	**$506,398**	**$388,329**	
Average Price/SF	**$177**	**$164**	**$156**	**$166**	**$151**	**$162**	

Townhomes

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	-	31	63	1	-	**95**	**5.2%**
$100,000-$149,999	-	86	134	17	4	**241**	**13.3%**
$150,000-$199,999	2	90	77	17	6	**192**	**10.6%**
$200,000-$249,000	18	101	113	2	-	**234**	**12.9%**
$250,000-$299,999	7	83	145	17	-	**252**	**13.9%**
$300,000-$349,999	9	58	86	34	1	**188**	**10.4%**
More than $350,000	2	134	348	98	26	**608**	**33.6%**
Total Number	**38**	**583**	**966**	**186**	**37**	**1,810**	**100.0%**
% Total	**2.1%**	**32.2%**	**53.4%**	**10.3%**	**2.0%**	**100.0%**	
Median Sale Price	**$241,100**	**$243,000**	**$277,450**	**$361,000**	**$540,100**	**$273,200**	
Average Sale Price	**$268,679**	**$262,862**	**$322,176**	**$450,128**	**$1,151,738**	**$332,055**	
Average Price/SF	**$254**	**$173**	**$160**	**$179**	**$199**	**$169**	

Condos

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	75	123	54	2	6	**260**	**5.0%**
$100,000-$149,999	478	260	46	1	7	**792**	**15.2%**
$150,000-$199,999	442	538	66	2	5	**1,053**	**20.2%**
$200,000-$249,000	468	435	75	1	4	**983**	**18.8%**
$250,000-$299,999	267	386	64	3	9	**729**	**14.0%**
$300,000-$349,999	133	265	86	-	-	**484**	**9.3%**
More than $350,000	94	605	189	25	3	**916**	**17.6%**
Total Number	**1,957**	**2,612**	**580**	**34**	**34**	**5,217**	**100.0%**
% Total	**37.5%**	**50.1%**	**11.1%**	**0.7%**	**0.7%**	**100.0%**	
Median Sale Price	**$197,900**	**$245,000**	**$289,500**	**$431,250**	**$176,000**	**$229,000**	
Average Sale Price	**$206,913**	**$283,872**	**$377,520**	**$577,588**	**$400,000**	**$268,098**	
Average Price/SF	**$253**	**$217**	**$187**	**$191**	**$305**	**$228**	

Sources: DQNews/CoreLogic; BAE, 2019.
Only Includes sales for which sale price and square footage data are available

Exhibit A-23: Home Sales in the Atlanta Metro Area, April 2018 – March 2019

Single Family Homes

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	86	1,909	5,363	669	2,669	**10,696**	**10.0%**
$100,000-$149,999	51	1,111	8,819	1,313	2,735	**14,029**	**13.2%**
$150,000-$199,999	35	895	10,944	3,089	5,303	**20,266**	**19.0%**
$200,000-$249,000	22	488	7,219	4,435	4,489	**16,653**	**15.6%**
$250,000-$299,999	14	347	3,767	4,562	3,327	**12,017**	**11.3%**
$300,000-$349,999	12	272	2,170	3,854	2,298	**8,606**	**8.1%**
More than $350,000	26	802	4,715	13,316	5,494	**24,353**	**22.8%**
Total Number	**246**	**5,824**	**42,997**	**31,238**	**26,315**	**106,620**	**100.0%**
% Total	**0.2%**	**5.5%**	**40.3%**	**29.3%**	**24.7%**	**100.0%**	
Median Sale Price	**$130,000**	**$143,700**	**$181,000**	**$319,900**	**$225,000**	**$223,000**	
Average Sale Price	**$172,597**	**$201,941**	**$215,854**	**$387,686**	**$263,855**	**$277,184**	
Average Price/SF	**$164**	**$160**	**$121**	**$121**	**$110**	**$122**	

Townhomes

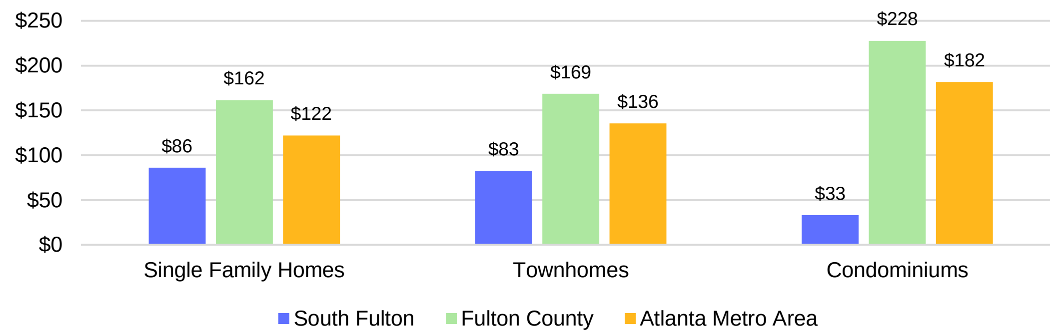
Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	11	277	177	8	27	**500**	**7.9%**
$100,000-$149,999	3	431	406	30	40	**910**	**14.3%**
$150,000-$199,999	4	461	815	59	48	**1,387**	**21.8%**
$200,000-$249,000	26	186	716	51	45	**1,024**	**16.1%**
$250,000-$299,999	27	147	512	53	33	**772**	**12.1%**
$300,000-$349,999	11	129	343	62	15	**560**	**8.8%**
More than $350,000	5	316	651	185	59	**1,216**	**19.1%**
Total Number	**87**	**1,947**	**3,620**	**448**	**267**	**6,369**	**100.0%**
% Total	**1.4%**	**30.6%**	**56.8%**	**7.0%**	**4.2%**	**100.0%**	
Median Sale Price	**$249,000**	**$173,000**	**$225,000**	**$323,750**	**$209,585**	**$215,000**	
Average Sale Price	**$241,990**	**$217,313**	**$261,730**	**$367,019**	**$351,938**	**$259,070**	
Average Price/SF	**$224**	**$136**	**$133**	**$148**	**$108**	**$136**	

Condos

Sale Price Range	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms	Bedroom Count Unknown	Total	% Total
Less than $100,000	155	511	334	10	17	**1,027**	**10.5%**
$100,000-$149,999	615	876	253	5	26	**1,775**	**18.2%**
$150,000-$199,999	563	1,161	416	15	22	**2,177**	**22.4%**
$200,000-$249,000	548	734	342	8	13	**1,645**	**16.9%**
$250,000-$299,999	293	550	232	24	10	**1,109**	**11.4%**
$300,000-$349,999	136	398	229	18	1	**782**	**8.0%**
More than $350,000	103	718	335	39	27	**1,222**	**12.6%**
Total Number	**2,413**	**4,948**	**2,141**	**119**	**116**	**9,737**	**100.0%**
% Total	**24.8%**	**50.8%**	**22.0%**	**1.2%**	**1.2%**	**100.0%**	
Median Sale Price	**$187,000**	**$195,000**	**$210,000**	**$286,000**	**$192,450**	**$196,400**	
Average Sale Price	**$198,473**	**$234,793**	**$252,670**	**$360,344**	**$288,817**	**$231,905**	
Average Price/SF	**$241**	**$176**	**$131**	**$128**	**$184**	**$182**	

Sources: DQNews/CoreLogic; BAE, 2019.
Only Includes sales for which sale price and square footage data are available

Exhibit A-24: Average Home Sale Price per Square Foot by Unit Type, April 2018 – March 2019



Notes:
(a) Only Includes sales for which sale price and square footage data are available
Sources: ListSource/CoreLogic; DQNews/Corelogic; BAE, 2019.

Exhibit A-25: South Fulton Resident Survey

South Fulton Resident Survey

Thank you for taking a few minutes to tell us about your life in South Fulton. This survey will take about 10 minutes to complete. All answers will be kept confidential.

The information you provide will be used to help strengthen and diversify the economy of South Fulton. Your input will be considered as the City and community leaders strive to improve South Fulton's business climate and attract new business and investment into the community.

Answer any and all questions you choose, but please make sure to press the "Done" button at the end of the survey. Thank you for your participation!

1. In what neighborhood or area of South Fulton do you live? Please provide community/neighborhood name or street name if you prefer.

____

2. If employed, where is your primary workplace?

___ In South Fulton
___ Outside of South Fulton, but in Fulton County
___ Outside of Fulton County, but in Atlanta area
___ Other (please specify) ______________________________

3. What are the primary reasons you have chosen to live in South Fulton? (Check all that apply.)

___ Convenient location in the metro area
___ Home affordability/value
___ Safety

___ Quality schools
___ Easy access to highways
___ Proximity to family members
___ Proximity to job/work
___ Proximity to church
___ Other ______________________________________

4. What are South Fulton's greatest assets?

5. How would you describe South Fulton to someone not from the area?

6. What are the most significant challenges facing South Fulton? (Select up to 3.)
___ Transportation/mobility
___ Employee compensation
___ Resources to support small businesses and start-ups
___ Retail and restaurant options
___ Entertainment options
___ Local property taxes
___ Cost of living
___ Crime
___ Diversity of retail
___ Access to public transit
___ Transportation accessibility (i.e., roads and interstates)
___ Quality of education
___ Available jobs
___ Access to medical facilities and hospitals
___ Traffic
___ Other (please specify) __________________________________

7. How important are the following factors to you? (rate from 1 to 5, with 1 as not important and 5 as very important)
___ Ability to take an active role in the community
___ Ability to walk or conveniently travel to shops and restaurants
___ Affordable healthcare
___ Affordable housing
___ Available jobs
___ Branding and image
___ Community appearance
___ Cost of living
___ Creative and cultural arts scene
___ Employee compensation
___ Local property taxes

___ Parks and resources for recreation
___ Population diversity
___ Quality of public schools
___ Well-maintained streets, roads, sidewalks, etc.

8. Please rate South Fulton on the following factors. (Rate from 1 if poor up to 5 for excellent)
___ Ability to take an active role in the community
___ Ability to walk to shops and restaurants
___ Affordable healthcare
___ Affordable housing
___ Available jobs
___ Branding and image
___ City infrastructure
___ Community appearance
___ Cost of living
___ Creative and cultural arts scene
___ Employee compensation
___ Local property taxes
___ Parks and resources for recreation
___ Population diversity
___ Quality of public schools

9. What other elements that you believe are important for a vibrant community?

10. What type of employers would you like to see expand or locate in South Fulton? (Select up to 5.)
___ Aerospace and defense
___ Call center/order processing
___ Construction
___ Creative arts
___ Distribution and warehousing
___ Educational services and products
___ Entertainment
___ Financial or insurance services
___ Government services
___ Information technology
___ Life sciences
___ Logistics
___ Manufacturing
___ Medicine
___ Non-profit/aid organization
___ Professional services

___ Real estate
___ Research
___ Restaurant
___ Retail
___ Software development
___ Tourism and hospitality
___ Utilities and energy
___ Wholesale trade
___ Other (please specify) ______________________________

11. Please share your thoughts as to how South Fulton can make changes to grow a healthy and sustainable economy?

12. What investments would you like to see in South Fulton? (Select up to 5.)
___ Public schools (K-12)
___ Higher education
___ Vocational schools and training resources (including maker space)
___ Public infrastructure (roadways, utilities, etc.)
___ Public safety
___ Economic development programs
___ Community activities
___ Parks
___ Tourism and promotion
___ Amenities for recreation
___ Other (please specify) ________________________________

13. What housing types are needed in South Fulton? (Check all that apply.)
___ Single family homes suitable for 1st time homeowners
___ Mid-market single family homes
___ Estate single family homes
___ Townhomes
___ Condominiums
___ Apartments – Workforce housing
___ Apartments – Luxury
___ Other ____

14. What transportation improvements are needed in South Fulton?
___ More roads
___ Bus rapid transit
___ Express bus to Downtown Atlanta
___ Light rail via Campbellton/GA 166 (MARTA is bringing light rail and bus rapid transit to Greenbriar)

___ Other ____

15. What is your age?
___ Under 18
___ 18-24
___ 25-34
___ 45-64
___ 65+

16. What is the highest level of education you have received?
___ Some high school
___ High school diploma
___ Some college
___ Associate's degree
___ Bachelor's degree
___ Pose-secondary or professional degree (including Master's and PhD)

17. What is the annual income of everybody in your household?
___ Less than $15,000
___ $15,000 to $34,999
___ $35,000 to $49,999
___ $50,000 to $74,999
___ $75,000 to $99,999
___ $100,000 to $149,999
___ $150,000 or more

18. How long have lived in South Fulton (former unincorporated Fulton County)?
___ Less than one year
___ One to four years
___ Five to Nine years
___ 10-20 years
___ More than 20 years (but not lifelong resident)
___ Lifelong resident

19. Please feel free to add any comments or additional input.

20. If you would like to receive updates on our progress with the economic development strategic plan, please provide your e-mail in the space provided below.

CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION

SUBJECT: Presentation Preserving the Past, Gathering the Current Community

DATE OF MEETING: 1/28/2020

DEPARTMENT: Attorney

ATTACHMENTS:

Description	Type	Upload Date
Preserving the Past Presentation	Cover Memo	1/22/2020

January 2020

Preserving the Past, Gathering the Current Community, and Teaching the Next Generation of District 4

Abisola Akinkuowo
Jaleesa Harmon
Katrina Singletary

Georgia State University

Issues of Concern

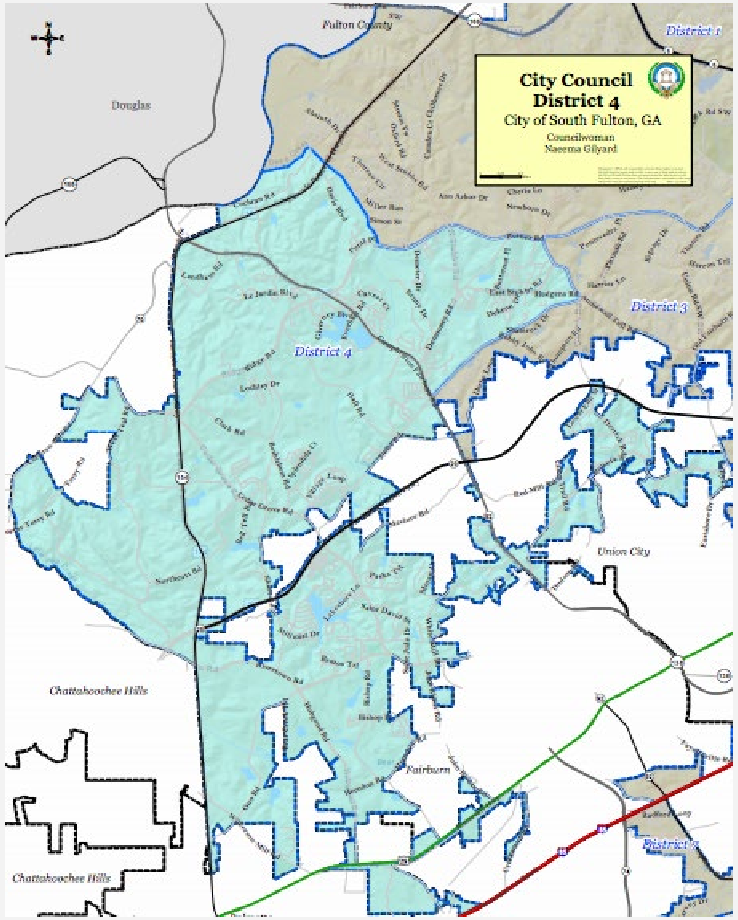
PRESERVE

GATHER THE COMMUNITY

TEACH THE NEXT GENERATION

District Four

- 29 square miles
- 16,000 residents
- 4.24 sq mi or 14% classified as agricultural
- 98% classified as residential



Land Use in District Four

- **Zoning**
  - Mainly agricultural uses
  - Low - medium density
  - small areas of mixed use

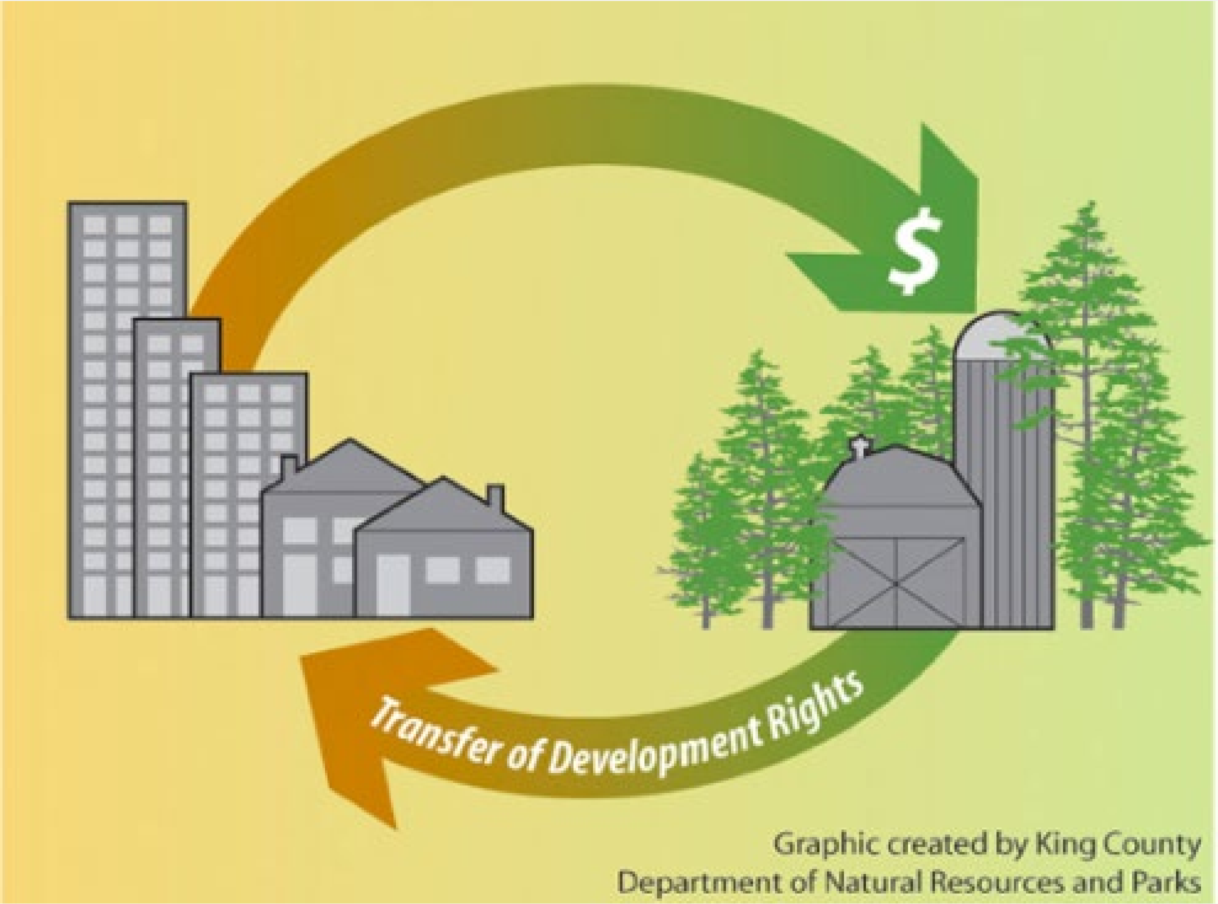
- **Currently Overlays**
  - Cedar Grove Agricultural Overlay
  - Cedar Grove Overlay (optional)
  - South Fulton Parkway Overlay (optional)

- **Land Use**
  - Agricultural Neighborhood
  - Rural Neighborhood
  - Suburban Neighborhood
  - Regional Live Work

Options for Preservation

- Conservation Easements
  - landowner retains land
  - All land does not qualify
- Acquisition by the City of South Fulton
  - City would have full control
  - Funded by local tax dollars
- Transfer Development of Rights
  - Focuses development
  - Landowner retain full property value

Transfer Development of Rights (TDR)



Gathering the Community

- A Community Farmers Market within District Four would:
  - Enhance agricultural character
  - Establish an outlet for farmers
  - Strengthen community
  - Provide place activation

Teaching The Next Generation

Benefits of Agricultural Based Teaching

- Situatedness
- Connectedness
- Authenticity to teach content

Teaching The Next Generation

Agricultural Based Teaching in District 4

Pilot School: Chattahoochee Hills

- Core Values "G.R.O.W.I.N.G"
- Schoolwide "GROW Week"

16 Week Supplemental Curriculum

- K-2, 3-5, 6-8 separate lesson plans
- Subjects from Nutrition to Plant Science

CHATTAHOOCHEE HILLS CHARTER SCHOOL

Supplemental Agricultural Cirriculum

Fall Teaching Schedule
"K-2 Nutrition"

September Nutrition Lesson 1: Five Food Group Friends
Resource: https://fns-prod.azureedge.net/sites/default/files/tn/dmp_tglesson1.pdf

October Nutrition Lesson 2: Discover My Plate
Resource: https://fns-prod.azureedge.net/sites/default/files/tn/dmp_tglesson2.pdf

November: Nutrition Lesson 3: Eat Your Colors
Resource: https://fns-prod.azureedge.net/sites/default/files/tn/dmp_tglesson3.pdf

December: Nutrition Lesson 4: Food Group Sort
Resource: https://www.scholastic.com/teachers/lesson-plans/teaching-content/food-group-sort/

Provided by:
Abisola Akinkuowo, MPP Candidate
Georgia State University
Andrew Young School of Policy Studies

GeorgiaStateUniversity

Preserve the Past, Gather The Current Community, and Teach Next Generation of District Four

PRESERVE

TRANSFER DEVELOPENT OF RIGHTS (TDR)

GATHER THE COMMUNITY

GATHER THE COMMUNITY

TEACH THE NEXT GENERATION

AG-INFUSED CURRICULUM

Dec 2019

Preserving the Past, Gathering the Current Community, and Teaching the Next Generation of District 4

Abisola Akinkuowo
Jaleesa Harmon
Katrina Singletary

Georgia State University

CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION

SUBJECT: Council Discussion of Rescheduling or Cancelling the March Meetings

DATE OF MEETING: 1/28/2020

DEPARTMENT: Mayor

CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION

SUBJECT: City of South Fulton Smart Energy Solutions

DATE OF MEETING: 1/28/2020

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Smart Energy Solutions	Cover Memo	1/23/2020

MASTER SOLAR ENERGY PROCUREMENT AGREEMENT

Between

Cherry Street Capital Fund [ ], LLC

and

[City of South Fulton]

Dated as of ____________, 2019

MASTER SOLAR ENERGY PROCUREMENT AGREEMENT

This Master Solar Energy Procurement Agreement ("Agreement") is entered into this _____ day of _______, 2019 ("Effective Date"), by and between Cherry Street Capital Fund **[ ]**, a limited liability company organized and existing under the laws of the state of Georgia ("Seller"), and **[CITY OF SOUTH FULTON],** a political subdivision of the state of Georgia ("Purchaser"). Seller and Purchaser may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Seller is an entity whose business includes the leasing, financing or installation of solar technology, and therefore is a solar financing agent as that term is defined by O.C.G.A. § 46-3-62(13); and

WHEREAS, Purchaser owns and controls certain properties located at 4255 Will Lee Road and 5320 Campbellton Road, with said property being more specifically identified and described in Appendix C (the "Facility Sites"); and

WHEREAS, this Agreement is an arrangement under which Seller will finance the installation and operation of solar technology in which the payments are based on the performance and output of the solar technology installed by Seller, and therefore is a solar energy procurement agreement as that term is defined by O.C.G.A. § 46-4-62(12); and

WHEREAS, Seller desires to provide to Purchaser, and Purchaser desires to receive and utilize, Solar Energy to be generated by solar technology at the Facility Site and other locations and made available to Purchaser consistent with the laws of the State of Georgia, including but not limited to the Solar Power Free-Market Financing Act of 2015, O.C.G.A. § 46-3-60, *et seq.* (the "Act"); and

WHEREAS, the Parties desire to set forth the terms and conditions upon which solar technology shall be installed by Seller at the Facility Site and other locations and Solar Energy is provided for use by Purchaser.

NOW, **THEREFORE**, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Purchaser and Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. All capitalized terms used herein and not otherwise defined, whether singular or plural, shall have the respective meanings set forth below and incorporated herein.

"**AAA**" - has the meaning set forth in Section 18.1.

"Added Facility" – means solar technology installed at a location other than the Facility Site pursuant to an Addendum to this Agreement and described in Appendix C to said Addendum.

Added Facility Site" – has the meaning set forth in Appendix C to an Addendum to this Agreement.

"Addendum" – means a supplement to this Agreement in a form substantially similar to Appendix H, executed by both Parties providing for furnishing of solar technology and Solar Energy at a site other than the Facility Site and explicitly subject to the terms and conditions of this Agreement.

"**Adjustment Period**" - has the meaning set forth in Section 8.2.3.

"**Affiliate**" - means for any specific entity, any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, it shall be assumed that the direct or indirect owner of fifty percent (50%) of the outstanding stock or other equity interest of an entity has "control" of such entity; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Annual Period**" - means any one of a succession of consecutive twelve-month periods, the first of which shall begin on the Commercial Operation Date of the Facility Site, as applicable.

"**Billing Dispute Notice**" - has the meaning set forth in Section 11.2.2.

"**Business Day**" - means any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

"Change of Control Transaction" – in respect of a Person means any transaction or series of related transactions which, if consummated, would result in such Person being an Affiliate of another ultimate parent entity immediately after such transaction. For purposes of this definition, a Person's ultimate parent entity is the Person who directly or indirectly controls fifty percent (50%) or more of such Person's outstanding capital stock or other equity interests having ordinary voting power and who does not itself have an ultimate parent entity.

"**Claim**" or "**Claims**" - has the meaning set forth in Section 18.1.

"**Commercial Operation**" – has the meaning set forth in Section 5.4.

"**Commercial Operation Date**" - means the date on the Facility achieves Commercial Operation.

"Commercial Operation Date, Added Facility" – means the date on which any Added Facility achieves Commercial Operation.

"Commercial Operation Deadline" – has the meaning set forth in Section 5.5.

"Conditions Precedent" – has the meaning set forth in Section 5.5.

SGR/21695329.1

"**Confidential Information**" - means business or technical information rightfully in the possession of either Party, which information derives actual or potential commercial value from not being generally known or readily ascertainable through independent development, or reverse engineering by persons who can obtain economic value from its disclosure and use, and includes information furnished or disclosed to the other Party in connection with discussions leading up to execution of this Agreement, including this Agreement. Confidential Information must be designated in writing as confidential by the Party supplying such information (the "Disclosing Party," the other Party being the "Receiving Party"). Confidential Information does not include information which: (i) is or becomes publicly available other than as a result of a violation of this Agreement; (ii) was, at the time of the disclosure, already in the Receiving Party's possession; (iii) is disclosed to the Receiving Party by a third Party who, to the Receiving Party's knowledge, is not prohibited from disclosing the information pursuant to any agreement with the Disclosing Party; (iv) the Receiving Party develops or derives without the aid, application or use of the privileged or proprietary information; or (v) the Receiving Party is required to disclose pursuant to Legal Requirements.

"Consent" - means any approval, consent, authorization or other applicable requirement with respect to the Facility from any jurisdictional Governmental Authority, including all applicable environmental certificates, licenses, permits and approvals.

"Contract Energy Price" – means the amount shown in $/kWh in Appendix A to this Agreement and, for any Added Facility, in Appendix A to an Addendum.

"**Day**" - means a calendar day.

"**Defaulting Party**" - has the meaning set forth in Section 13.3.

"Disclosing Party" – has the meaning set forth in the definition of Confidential Information herein.

"**Disputing Party**" - has the meaning set forth in Section 18.2.1.

"**Dispute Response**" - has the meaning set forth in Section 18.2.1.

"**Dispute Review Notice**" - has the meaning set forth in Section 11.2.3.

"Early Termination Fee" – has the meaning set forth in Section 13.3.

"Easement Area" – has the meaning set forth in Section 3.1 and more fully described in Appendices E and F.

"**Effective Date**" - means the date set forth above. For any Addendum to this Agreement, the term "Effective Date" means the date on which both Parties have signed the Addendum.

"Environmental Attributes" – means any and all renewable energy credits, solar energy credits, carbon or greenhouse gas emission credits, and any other benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to the generation of electricity from the Facility or an Added Facility. Environmental Attributes do not include production, energy or investment tax credits, accelerated depreciation, or other incentives available under federal or Georgia tax codes.

"Estimated Production" – has the meaning set forth in Section 9.3.

"**Extended Force Majeure Event**" - has the meaning set forth in Section 17.5.1.

"**Event of Default**" - has the meanings ascribed to it in Section 13.1 for Seller and Section 13.2 for Purchaser.

"**Facility**" - means the equipment and facilities of the electric generating plant described in Appendix C to be or being constructed by Seller on the Facility Site. The Facility shall include the electric energy production units and all auxiliary equipment and facilities installed at the Facility Site necessary or used for the production, control, delivery or monitoring of Solar Energy by the Facility, including the equipment utilized to connect the Facility to the Purchaser's electric service provider on either side of the electric service provider's meter.

"Facility Site" – has the meaning set forth in Appendix C.

"FERC" – means the Federal Energy Regulatory Commission, or any Governmental Authority succeeding to the powers and functions thereof.

"**Force Majeure Event**" - has the meaning set forth in Section 17.1.

"Force Majeure Remedy Plan" – has the meaning set forth in Section 17.5.1.

"**Governmental Authority**" - means any federal, state or local governmental or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over either of the Parties to this Agreement or the subject matter of this Agreement, when referenced in this Agreement.

"**Impasse Notice**" - has the meaning set forth in Section 18.2.2.

"Indemnified Party" – has the meaning set forth in Section 15.1.

"Indemnifying Party" – has the meaning set forth in Section 15.1.

"**Interconnection Agreement**" - means that any agreement between Seller and the transmission/distribution provider containing terms and conditions governing the interconnection and parallel operation of the Facility or an Added Facility with the electric service provider's distribution or transmission system.

"**Interest Rate**" - means the interest per annum equal to two percent plus the prime rate as published in The Wall Street Journal or comparable successor publication under "Money Rates," as applied on a daily basis and compounded quarterly.

"**kW**" - means kilowatts.

"**kWh**" - means kilowatt-hours.

"kWhAC" – means kilowatt-hours, alternating current.

"**Legal Requirement**" - means any law, code, statute, regulation, rule, ordinance, permit, judgment, injunction, order or other requirement of a Governmental Authority having jurisdiction over the matter in question that is valid and applicable to the matter in question at the time of the execution of this Agreement or any time thereafter during the Term.

"Liens" – has the meaning set forth in Section 4.2.1.

"Metering System" – means all meters, metering devices and related instruments used to measure and record electric energy and to determine the amount of such electric energy that is being made available or delivered to Purchaser at the Point of Delivery.

"**Month**" - means a calendar month, commencing at the beginning of the first Day of such calendar month.

"**Monthly**" - has a meaning correlative to that of Month.

"**Monthly Delivered Energy**" - has the meaning set forth in Appendix A or in Appendix A to an Addendum to this Agreement.

"**Monthly Energy-based Payment**" - means the Monthly amount to be paid by Purchaser to Seller based on the amount of Solar Energy from the Facility as calculated in accordance with Appendix A or with Appendix A to an Addendum to this Agreement.

"**MW**" - means megawatts.

"MW_{DC} "- means megawatts direct current.

"**MWh**" - means megawatt-hours.

"**Non-Defaulting Party**" - has the meaning set forth in Section 13.3.

"**Notice of Dispute**" - has the meaning set forth in Section 18.2.1.

"Notice Period" – has the meaning set forth in Section 19.2.

"Operations" – has the meaning set forth in Section 2.2.

"**Party**" or "**Parties**" - means either Purchaser or Seller or both.

"**Party-Appointed Arbitrators**" - has the meaning set forth in Section 18.3.1.

"**Person**" - means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.

"**Point of Delivery**" - means the point where Seller shall deliver Solar Energy from the Facility or an Added Facility to Purchaser pursuant to this Agreement.

"**Project**" - means the design, engineering, construction, testing and commissioning of the Facility or an Added Facility and the ownership, operation, management and maintenance of the Facility or an Added Facility, all of which being reasonably expected to enable Seller to fulfill its obligations under this Agreement.

"**Proposed Resolutions**" - has the meaning set forth in Section 18.4.

"**Prudent Industry Practices**" - means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the independent power industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be acceptable practices, methods and acts generally accepted in the United States having due regard for, among other things, manufacturers' warranties and applicable Legal Requirements.

"**Purchaser**" - means Purchaser and its permitted successors and assigns.

"Real Property Taxes" – has the meaning set forth in Section 4.6.

"Receiving Party" – has the meaning set forth in the definition of Confidential Information herein.

"**Renewable Energy Credits**" or **"RECs"** - means any and all credits, including any emissions reduction credits, such as CO_2 or other greenhouse gas emission reduction credits, for renewable energy generated at the Facility or an Added Facility that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective.

"Renewal Term" has the meaning set forth in Section 6.1.

"**Required Commercial Operation Date**" or **"RCOD"** means March 31, 2017.

"**Responding Party**" - has the meaning set forth in Section 18.2.1.

"**Rules**" - has the meaning set forth in Section 18.1.

"**Seller**" - means Cherry Street Capital Fund [ ].

"SNDA" – has the meaning set forth in Section 4.2.5.

"Solar Access Easement" – has the meaning set forth in Section 3.2.1 and more fully described in Appendix F.

"Solar Energy" – means the generation of electricity produced by the Facility or an Added Facility by converting sunlight into energy using photovoltaic cells.

"Solar Services" – has the meaning set forth in Section 19.2

"Taxes" – has the meaning set forth in Section 4.6.

"Temporary Construction Easement" – has the meaning set forth in Section 3.3 and Appendix D.

"Term" – has the meaning set forth in Section 6.1.

"**Third Arbitrator**" - has the meaning set forth in Section 18.3.1.

"Transfer" – has the meaning set forth in Section 4.2.5.

"Use Rights" – has the meaning set forth in Seciton 3.1.

1.2 Interpretation. In this Agreement, unless the context otherwise requires, the singular shall include the plural and any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the term "including" is used herein in connection with a listing of items included within a prior reference, such listing shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on or exclusive listing of the items included within the prior reference. Any reference in this Agreement to "Section," "Article," "Appendix," or "Schedule" shall be references to this Agreement unless otherwise stated, and all such Schedules and Appendices shall be incorporated in this Agreement by reference. In the event that any index or publication referenced in this Agreement ceases to be published, each such reference shall be deemed a reference to a successor or alternate index or publication reasonably agreed to by the Parties. Unless specified otherwise, a reference to a given agreement or instrument, and all schedules, exhibits, appendices and attachments thereto, shall be a reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time. Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns, and in the case of any Governmental Authority, any entity succeeding to its functions and capacities. Whenever the term "consent" or "approval" is used herein, such consent or approval shall not be unreasonable withheld, conditioned or delayed by the consenting or approving Party, unless the Agreement provides such consent or approval is in the sole and absolute discretion of the consenting Party.

1.3 Construction. In the event of a conflict between the text of this Agreement and any Schedule or Appendix, the terms of this Agreement shall prevail.

ARTICLE 2: ACCESS AND USE

2.1 Access and Use. Purchaser hereby grants Seller a fully paid up right to access and use the Facility Site and any Added Facility Site in accordance with the terms and conditions and for the purposes set forth herein.

2.2 Permitted Uses. Seller shall have the right during the Term to do, or cause to be done, the following: (i) to construct, install and operate the Facility on the Facility Site and any

Added Facility on an Added Facility Site; (ii) to maintain, clean, repair, replace and dispose of part or all of the Facility and any Added Facility; (iii) to add or remove the Facility, any Added Facility, or any part thereof; (iv) to access the Facility Site and any Added Facility Site with guests for promotional purposes during normal operating hours and at other times as are acceptable to the Purchaser in its reasonable business judgment; (v) to publish on its website or otherwise make public or distribute factual information related to each Facility and any Added Facility, including but not limited to, the location of each Facility, the name of the Purchaser, and other features of the Facility and any Added Facility; (vi) to install and maintain equipment necessary for remote monitoring of the Facility and any Added Facility; (vii) to conduct in-person physical inspections of the Facility and the Facility Site, and any Added Facility and Added Facility Site; and (viii) to perform all tasks necessary or appropriate, as reasonably determined by Seller, to carry out the activities set forth in this Agreement (collectively, "Operations").

2.3 Seller's Exercise of Rights. Seller may construct and install the Facility on the Facility Site and any Added Facility on an Added Facility Site in the manner Seller deems reasonable and appropriate; provided, however, that Seller shall not unreasonably interfere with Purchaser's use, operation, or maintenance of the Property. The Facility shall be installed within the areas of the Facility Site identified on Appendix C. Any Added Facility shall be installed within the areas of the Added Facility Site identified on Appendix C to any Addendum.

2.4 Utilities. Purchaser shall provide existing and available utilities to the Facility Site and any Added Facility Site in connection with Seller's construction, start-up, maintenance, repair, replacement and operation of the Facility and any Added Facility.

2.5 Notice of Condition. At any time upon request by Seller, Purchaser shall, as quickly as reasonably practicable, send a person to observe the condition of the Facility and any Added Facility and report back to Seller on such observations. Each Party shall notify the other Party of any emergency relating to the Facility and any Added Facility and the nature thereof as soon as reasonably practicable. Purchaser shall notify Seller within twenty-four (24) hours following the discovery by Purchaser of any material malfunction of the Facility or any Added Facility, or interruption in the supply of electric energy from the Facility or any Added Facility. Purchaser shall notify Seller immediately upon observing any damage to the Facility or any Added Facility. If Purchaser becomes aware of any circumstances relating to the Facility or any Added Facility that creates an imminent risk of damage or injury to the Facility, any Added Facility, or any person, Purchaser shall promptly notify Seller.

ARTICLE 3: EASEMENTS

3.1 Access Easement and Use Rights. Purchaser grants, bargains and conveys to Seller a nonexclusive easement for access and use of the Facility Site and any Added Facility Site, on, under, over, and across the Facility Site and any Added Facility Site and any other real property adjacent to the Facility Site and any Added Facility Site and owned or leased by Purchaser (collectively, the "Easement Area"), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Facility on the Facility Site and any Added Facility on an Added Facility Site, performing the Operations, or for achieving all the purposes set forth in this Agreement (the "Use Rights") ") in a form substantially similar to that found in Appendix E. The Use Rights include the right of convenient parking, access, and ingress to and egress from the

Facility on, over, and across the Easement Area during the Term for Seller and its employees, contractors and sub-contractors and access to solar panels and conduits to interconnect the Facility with the Facility Site's electric wiring, and any Added Facility with the Added Facility Site's electric wiring, and shall survive, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the Facility and any Added Facility.

3.2 Solar Easement.

3.2.1 Purchaser hereby grants, bargains and conveys to Seller a Solar Access Easement on, over, and above the Easement Area for the free passage of solar radiation to the Facility and any Added Facility in a form substantially similar to that found in Appendix F. Purchaser shall not obstruct, or allow any tenant or assignee of Purchaser to obstruct, the passage of direct solar radiation across the Easement Area to the Facility or any Added Facility. Trees, landscaping, structures, and improvements located on the Easement Area as of the Effective Date shall be allowed to remain, and Seller may not require their removal, but Seller may require existing trees and landscaping to be pruned to Seller's specification. Purchaser shall not place or plant any trees, landscaping, structures, or improvements on the Easement Area after the Effective Date that may, in Seller's sole judgment, impede or interfere with the passage of direct solar radiation to the Facility and any Added Facility, unless Purchaser has received prior written approval from Seller for any such trees, landscaping, structures, or improvements. Specifically, and not in limitation of the foregoing, Purchaser agrees that all new improvements constructed or installed by Purchaser in the vicinity of the Facility Site and any Added Facility Site, including, without limitation, any equipment, landscaping, or facilities, shall be located at a minimum distance of three (3) times the height of the object from any solar module or component of the Facility or any Added Facility, unless a shading analysis, performed at Purchaser's cost, and acceptable to Seller in its sole discretion, is provided to Seller that shows that such improvement will have no impact on the solar energy production or Seller's operation and maintenance of the Facility or any Added Facility. In addition, all foliage shall be kept trimmed by Purchaser at Purchaser's sole expense such that any foliage in the area of the Facility and any Added Facility (including on the Easement Area) shall be maintained at a maximum height of one-third (1/3) of the distance of the foliage from any solar module or component of the Facility or any Added Facility, unless a unless a shading analysis, performed at Purchaser's cost, and acceptable to Seller in its sole discretion, is provided to Seller that shows that such foliage will have no impact on the solar energy production or Seller's operation and maintenance of the Facility or any Added Facility. Any shading analysis performed under this Section 3.2 shall be completed and delivered to Seller within a reasonable time, but in no event sooner than sixty (60) days prior to the commencement of construction or installation of the improvement in question. Seller and Purchaser further agree to execute and record such instruments or addenda to this Agreement as may be required under applicable state or local law to evidence the solar easement granted in this Section.

3.2.2 If Purchaser becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Easement Area, Purchaser shall advise Seller of such information and reasonably cooperate with Seller in implementing measures to preserve existing levels of insolation at the Easement Area. To the extent Purchaser's interest in any of the Easement Area is a leasehold interest, Purchaser shall use reasonable efforts to cause the fee simple owner(s) of the Facility Site, any Added Facility Site, or any portion thereof, to execute and deliver a solar easement for the Facility or Added Facility, in a

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form to be provided by Seller, to prevent trees, landscaping, structures, or improvements located on the Easement Area from impeding or interfering with the passage of solar radiation to the Facility or any Added Facility. At Seller's request and expense, Purchaser shall use reasonable efforts to secure an easement for the Facility or any Added Facility to prevent trees, landscaping, structures, or improvements located outside of the Easement Area from impeding or interfering with the passage of solar radiation to the Facility or any Added Facility. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Seller would be irreparably harmed by a breach of the provisions of this Section 3.2, (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Seller shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 3.2.

3.3 Temporary Construction Easement. Purchaser grant, bargains and conveys to Seller a Temporary Construction Easement over the Easement Area in a form substantially similar to that set forth in Appendix D.

ARTICLE 4: TITLE TO PROPERTY

4.1 Title. Purchaser represents and warrants to Seller that it owns the Facility Site and any Added Facility Site, subject to no liens or encumbrances except as set forth in Appendix G. Purchaser shall at all times retain title to and be the legal and beneficial owner of the Facility Site and any Added Facility Site, and all alterations, additions or improvements made to the Facility Site and any Added Facility Site by Purchaser (which shall not in any manner be construed to include any part of the Facility or any Added Facility) shall remain the property of Purchaser. At the request of Seller, Purchaser shall obtain executed and acknowledged instruments and such other documents as Seller or Seller's title company may require to confirm Purchaser's interest in the Facility Site and any Added Facility Site or to complete or evidence the full granting of the interest in the Facility Site and any Added Facility Site as intended by this Agreement.

4.2 Liens.

4.2.1 Notice to Facility Site or any Added Facility Site Lienholders and Release. Purchaser shall give effective notice of Seller's ownership of the Facility and any Added Facility, and the Facility's and any Added Facility's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Facility Site or any Added Facility Site. If there is any Lien against the Facility Site or any Added Facility Site that could reasonably be construed as prospectively attaching to the Facility or any Added Facility as a fixture of the Facility Site or any Added Facility Site, Purchaser shall obtain a disclaimer or release of such Lien. Purchaser consents to the filing of a disclaimer of the Facility and any Added Facility as a fixture of the Facility Site or any Added Facility Site in the office where real estate records are customarily filed in the jurisdiction of the Facility Site or any Added Facility Site, and any other filing by Seller in a public office regarding its ownership of the Facility and any Added Facility deemed necessary or appropriate by Seller, and Purchaser hereby appoints Seller as its agent with regard to any such filing and authorizes Seller to take required actions on Purchaser's behalf required for such filing.

4.2.2 Facility or Added Facility Liens. Purchaser shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien on or with respect to the Facility, any Added Facility, or any interest therein, by, through or under Purchaser. If Purchaser becomes aware of a Lien on the Facility or any Added Facility by, through or under Purchaser, Purchaser shall promptly give Seller written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Purchaser shall indemnify Seller against all reasonable costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien.

4.2.3 Property Liens. Seller shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien by, through or under Seller, on or with respect to the Facility Site, any Added Facility Site, or any interest therein, excluding Seller's interest created pursuant to this Agreement, or any other asset of Purchaser, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the Facility and any Added Facility by Seller. If Seller becomes aware of a Lien on the Facility Site or any Added Facility Site by, through or under Seller, Seller shall promptly give Purchaser written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Seller shall defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

4.2.4 Discharge and Removal of Liens by Other Party. Upon the failure of the applicable Party to promptly discharge, remove or cause to be discharged or removed a lien required to be discharged or removed under this Section 4, or else promptly to provide a bond in an amount and from a surety acceptable to the other Party to protect against such Lien, in each case, within thirty (30) Days after the applicable Party becomes aware of the existence thereof, the other Party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the applicable Party the amount thereof, together with all expenses incurred by the Party discharging the Lien in connection with such payment or discharge, or to set off all such amounts against any amounts owed by the Party discharging the Lien to the other Party hereunder.

4.2.5 Quiet Enjoyment. Seller shall enjoy quiet and peaceful use, enjoyment and possession of the Facility Site and any Added Facility Site, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Seller's quiet enjoyment thereof, throughout the Term of this Agreement. Neither Purchaser nor any person claiming by, through or under Purchaser shall disturb Seller's quiet and peaceful use, enjoyment and possession of the Facility Site and any Added Facility Site. Purchaser agrees that this Agreement and the rights granted in this Agreement shall run with the land and survive any transfer of the Purchaser's fee simple interest in Facility Site or any Added Facility Site, and the Facility or any Added Facility. Purchaser shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber Purchaser's interest in the Facility Site, any added Facility Site, or the Facility or any Added Facility, unless Purchaser shall have given Seller at least sixty (60) Days' prior written notice thereof, which notice shall identify the transferee or beneficiary, the portion of the Facility Site, any Added Facility Site or the Facility or any Added Facility to be so transferred or encumbered, if applicable, and the proposed date of such transfer or encumbrance. Purchaser shall cause any party other than Purchaser who now has or may in the future obtain an interest in the Facility Site, any

Added Facility Site, or the Facility or any Added Facility, including, without limitation, any other fee simple owner(s) of the Facility Site, any Added Facility Site, or the Facility or any Added Facility and Purchaser's lenders, to execute and deliver a subordination, non-disturbance and attornment agreement ("SNDA") in form and substance acceptable to Seller, pursuant to which such party shall, among other things, (i) acknowledge and consent to the Seller's rights in the Facility Site or any Added Facility Site, (ii) agree that the rights of the third party shall be subordinate to this Agreement, (iii) acknowledge that the third party has no interest in the Facility or any Added Facility and shall not gain any interest in the Facility or any Added Facility by virtue of the Parties' performance or breach of this Agreement or otherwise, and (iv) agree that the terms and conditions of this Agreement shall bind such party and continue in full force and effect, if such party succeeds to Purchaser's interest in the Facility Site, any Added Facility Site, or the Facility or any Added Facility. Further, to the extent Purchaser's interest in any portion of the Facility Site, any Added Facility Site, or the Facility or any Added Facility is a leasehold interest, Purchaser shall have caused the fee simple owner(s) of the Facility Site or any Added Facility Site to execute and deliver an amendment to the agreement pursuant to which Purchaser was granted such leasehold interest or such other documentation as is reasonably acceptable to Seller pursuant to which such fee simple owner(s) shall acknowledge and agree that Seller's rights in the Facility Site and any Added Facility Site granted hereunder shall run with the land throughout the Term of this Agreement, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance ("Transfer") by such fee simple owner(s) of the Facility Site and any Added Facility Site.

4.2.6 No Interference. Purchaser hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting the Facility and any Added Facility or their functions, including without limitation activities that may adversely affect the Facility's and any Added Facility's exposure to sunlight. Purchaser further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Seller of its rights granted under this Agreement; (ii) take any action that will materially interfere with the availability and accessibility of solar radiation over and above the Facility Site and any Added Facility Site; (iii) take any action that will or may materially interfere with the transmission of electric energy to or from the Facility Site and any Added Facility Site; (iv) take any action that may impair Seller's access to the Facility Site and any Added Facility Site for the purposes specified in this Agreement; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the Facility or any Added Facility; or (vi) take any action that may impair Seller's access to any portion of the Facility and any Added Facility.

4.2.7 Facility and Any Added Facility Property of Seller; Transfer of the Property. Purchaser acknowledges and agrees that Seller or Financing Party is the exclusive owner and operator of the Facility, any Added Facility, and all equipment (including without limitation photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Seller attached to or used in the operation of the Facility and any Added Facility, and all alterations, additions or improvements made thereto, that no portion or component of the Facility and any Added Facility is a part of, or fixture to, the Facility Site or any Added Facility Site, notwithstanding the manner in which the Facility and any Added Facility are or may be attached to any real property, and that in the event that the Facility Site or any Added Facility Site is the subject of a Transfer, such Transfer shall not attach to or affect the Facility or any Added Facility, or Seller's ownership rights to the Facility and any Added Facility. Purchaser shall give Seller at least sixty (60) days' prior notice of any Transfer of all or any portion of the Facility Site or any Added Facility Site. Any such notice shall identify the transferee, the portion of the Facility Site or any Added Facility Site to be transferred, and the proposed date of the Transfer. The Parties acknowledge and agree that no component of the Facility or any Added Facility was custom-fabricated for use in connection with the Facility or any Added Facility and that it is the express intention of the Parties that (x) neither the Facility, any Added Facility, nor any part thereof shall constitute fixtures and that (y) the agreements set forth in this Agreement are entered into and to be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the Facility or any Added Facility constitutes fixtures. The Facility and any Added Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

4.3 Property and Facility and Added Facility Security, Health and Safety.

4.3.1 Facility and Added Facility Security. Purchaser will provide security for the Facility Site, any Added Facility Site, and the Facility and any Added Facility to the extent of its normal security procedures, practices, and policies that apply to all Purchaser's real property, including restricting access to the area on which the Facility or any Added Facility is located and providing monitoring of the Facility Site's and any Added Facility Site's security alarms. Purchaser shall maintain the Facility Site and any Added Facility Site in a structurally sound and safe condition consistent with all applicable laws.

4.3.2 Additional Security. In addition to the security provided by Purchaser, Seller may install any security measures that Seller, in its sole discretion, determines are or may be reasonably necessary for the Facility and any Added Facility. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage to or destruction of the Facility or any Added Facility or injury or damage to persons or property resulting from the Facility, any Added Facility, and Operations.

4.3.3 Maintenance of Facility Site and Any Added Facility Site. Purchaser shall, without interfering with the operation of the Facility or any Added Facility, (i) maintain the Facility Site and any Added Facility Site in good condition and repair, and shall use commercially reasonable efforts to maintain Purchaser's electric energy equipment located on the Facility Site and any Added Facility Site in good condition and repair so as to be able to receive and use the electric energy generated by the Facility and any Added Facility, (ii) give Seller prompt notice of any damage to or defective condition in any part or appurtenance of the Facility, the Facility Site, or any Added Facility or Facility Site of which it becomes aware, and (iii) exercise reasonable care to warn those lawfully on the Facility, any Added Facility, and/or the Facility Site or any Added Facility Site of existing dangers. Purchaser shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Purchaser can, upon any suspension or interruption of delivery of electric energy from the Facility and any Added Facility, provide the Facility Site and any Added Facility Site with its full requirements for electric energy.

4.4 Maintenance of Facility and Any Added Facility. During the Term, Seller shall, at Seller's sole cost, maintain the Facility, any Added Facility, and all areas of the Facility Site any any Added Facility Site used by Seller in the Operations, in accordance with applicable laws.

4.5 Clean Condition. Seller shall not unreasonably clutter the Facility Site or any Added Facility Site and shall collect and dispose of any and all of Seller's refuse and trash.

4.6 Property Taxes. Purchaser shall pay when due all real property taxes and assessments levied against the Facility Site and any Added Facility Site by any governmental body (collectively, "Real Property Taxes") regardless of whether or not the Real Property Tax if any, represents an increase in the Real Property Taxes attributable to the construction of the Facility, any Added Facility or to Seller's Operations during the Term, including any increase in the Taxes resulting from a reclassification of the Facility Site or any Added Facility Site for purposes of real estate taxation by reason of the construction or existence of the Facility or any Added Facility. Purchaser and Seller acknowledge there are not currently ad valorem or other personal property taxes and assessments levied against the solar equipment and Facility or any Added Facility by any governmental body ("Taxes"), and if during the Term of this Agreement any Real Property Taxes or Taxes become due and payable by Seller, they will be added to the Price.

ARTICLE 5: DESIGN AND CONSTRUCTION

5.1 Project. The Project consists of the design, development and installation of a solar powered electric generation facility described in Appendix C to this Agreement and, in the case of an Added Facility, to an Addendum.

5.2 Permits.

5.2.1 Seller will use all commercially reasonable efforts to obtain, at its sole expense, any and all Consents that Seller is required to obtain for the operation, maintenance, testing and any necessary modification to any Facility or Added Facility.

5.2.2 Purchaser will use all commercially reasonable efforts to obtain, at its sole expense, any and all Consents that Purchaser is required to obtain for the purchase of Solar Energy from Seller pursuant to this Agreement.

5.2.3 Each Party will support and cooperate with, and not oppose, obstruct or otherwise interfere in any means with the efforts of the other Party or its Affiliates to obtain all Consents that are the responsibility of that other Party.

5.3 Inspections. Upon reasonable prior advance notice to Seller, representatives of Purchaser shall be entitled to inspect the construction, maintenance, operation and testing of the Facility and any Added Facility. Should Seller require a confidentiality agreement, Purchaser agrees to execute a reasonable confidentiality agreement with Seller to facilitate all such inspections under this Agreement. Seller shall cooperate in such physical inspections of the Facility and any Added Facility as may be reasonably required by Purchaser provided that: (i) such inspections shall not materially interfere with the testing or operations of the Facility or any Added Facility, and (ii) Purchaser complies with Seller's reasonable policies and procedures applicable to the Facility and any Added Facility including those with respect to safety. Purchaser's technical review and inspection of the Facility and any Added Facility shall not be construed as endorsing the design or construction thereof or as any warranty of the safety, durability or reliability of the Facility or any Added Facility.

5.4 Design and Construction. The Project shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. Seller shall use all diligent efforts to achieve Commercial Operation of the Facility on or before the Required Commercial Operation Date and to otherwise carry out its obligations under this Agreement. The Project shall be deemed to have achieved Commercial Operation when Seller shall demonstrate that the Facility or any Added Facility is capable of producing electric energy and delivering such electric energy to the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices

5.5 Conditions to Seller's Obligations. Subject to the terms and conditions of this Agreement, and unless waived by the Seller, Seller's obligations under this Agreement are conditioned upon the satisfaction of the following conditions ("Conditions Precedent") on or before April 22, 2017 (the "Commercial Operation Deadline"):

5.5.1 All necessary governmental filings or applications relating to the operation of the Facility shall have been completed and approved as applicable.

5.5.2 All Consents shall have been obtained and any required regulatory approval relating to the Facility shall have occurred;

5.5.3 Seller shall have received all third party consents necessary in order to perform its obligations hereunder;

5.5.4 Seller shall have obtained financing for the Facility on terms and conditions satisfactory to it; and

5.5.5 Seller shall have entered into contract(s) for construction of the Facility, subject to the terms of any proposed financing.

5.6 Ownership; Tax Credits and Rebates. Purchaser agrees that the Facility and any Added facility are the personal property of Seller under the provisions of the Uniform Commercial Code. Purchaser agrees that this Agreement is not a contract to sell or lease the Facility or any Added Facility to Purchaser. Seller owns the Facility and any Added Facility for all purposes. Purchaser shall at all times keep the Facility and any Added Facility free and clear of all liens, claims, levies and legal processes not created by Seller, and shall at Purchaser's expense protect and defend Seller against the same. Purchaser understands and agrees that any and all tax credits and financial incentives and any utility rebates available or awarded as a result of construction or operation of the Facility and any Added Facility are the property of and for the benefit of Seller, usable at its sole discretion. Seller shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. Purchaser agrees to refrain from entering into any agreement with Purchaser's electric service provider that would entitle the electric service provider to claim any such benefits. Purchaser agrees to reasonably cooperate with Seller so that it may claim any tax credits, rebates or other financial incentives from the Facility and any Added Facility, including but not limited to filing registrations and/or applications for rebates from federal, state or local governments or a local utility for the benefit of Seller.

ARTICLE 6: TERM AND TERMINATION

6.1 Term. This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the twentieth (20th) anniversary of the Commercial Operation Date ("Term"), subject to the early termination provisions set forth herein. At the sole option of Seller upon written notice to Purchaser before the expiration of the Term, the Term of this Agreement shall be extended until the fortieth (40th) anniversary of the Commercial Operation Date (the "Renewal Term"). Any Addendum shall become effective on the Effective Date of said Addendum and shall remain in full force and effect until the twentieth (20th) anniversary of the Commercial Operation Date ("Addendum Term") of the Added Facility that is the subject of said Addendum. At the sole option of Seller upon written notice to Purchaser before the expiration of any Addendum Term, said Addendum Term shall be extended until the Fortieth (40th) anniversary of the Commercial Operation Date of the Added Facility that is the subject of said Addendum ("Addendum Renewal Term").

6.2 Purchase Option. At the end of the Term, Addendum Term or, if renewed, the Renewal Term or Addendum Renewal Term, Purchaser shall have the option to purchase the Facility or any Added Facility for the Facility's or Added Facility's fair market value as agreed by the Parties. The fair market value is defined as the price that a willing buyer would pay for the Facility or Added Facility in an arm's-length transaction to a willing seller under no compulsion to sell. Upon written notice by Purchaser no later than 30 days prior to the expiration of the Term, Addendum Term, Renewal Term or Addendum Renewal Term, if the Parties are not able to agree upon the fair market value of the Facility or Added Facility, a third party independent appraiser will be retained at Purchaser's expense to compute the Facility's or Added Facility's fair market value, and if Purchaser desires to purchase the Facility or Added Facility, it shall do so for the fair market value determined by said appraiser within 30 Days of the receipt by Purchaser and Seller of the fair market value determination from the appraiser. If Purchaser does not exercise its option to purchase the Facility or Added Facility at the end of the Term, Addendum Term, Renewal Term or Addendum Renewal Term, Seller shall remove the Facility or Added Facility from the Facility Site or Added Facility Site at Seller's expense within 120 Days of the expiration of the Term, Addendum Term, Renewal Term or Addendum Renewal Term. Seller shall make any repairs to the Facility Site or Added Facility Site necessary to repair any adverse impact such removal directly causes to the Facility Site or Added Facility Site.

6.3 Survival of Rights. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the following obligations that shall survive termination or expiration: (i) the obligation to pay each other all amounts then owed and not paid under this Agreement; and (ii) any other obligations that the Agreement specifically indicates shall survive termination or expiration.

ARTICLE 7: OPERATION AND MAINTENANCE

7.1 General Standards. During the Term, Seller shall have the sole responsibility, at its sole expense, to manage, control, operate and maintain, or cause others to manage, control, operate and maintain, the Facility and any Added Facility in accordance with Prudent Industry Practices and the requirements set forth in this Agreement. Seller shall, and shall cause others that manage, control, operate and maintain the Facility and any Added Facility to: (i) comply with all Legal

Requirements applicable to Seller, and (ii) diligently seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, any and all Consents.

7.1.1 Seller shall, or shall cause others to, employ at the Facility and any Added Facility all safety devices and safety practices required by Prudent Industry Practices.

7.1.2 Purchaser shall maintain the Facility Site and any Added Facility Site and the areas around the Facility and any Added Facility so that the Facility and any Added Facility is capable of receiving the amount of sunlight it receives on the Effective Date, trimming bushes, trees and other growth as necessary, and avoiding construction or installation of buildings or equipment that will block sunlight from reaching the Facility and any Added Facility.

7.2 Access to the Facility.

7.2.1 Upon reasonable notice, representatives of Purchaser shall have access to the Facility and any Added Facilityt in order to: (i) inspect, maintain, and test meters and other equipment; (ii) monitor or measure energy generated by the Facility or any Added Facility; (iii) inspect the Facility or any Added Facility; and (iv) take such other action as may be reasonably necessary to exercise Purchaser's rights under this Agreement.

7.3 Availability of Records. Seller shall keep complete and accurate records and all other data for the purpose of proper administration of this Agreement in accordance with the following guidelines:

7.3.1 All such records shall be maintained for a minimum of seven (7) years after the creation of such record or data and for any additional period of time required by any Legal Requirement or Governmental Authority. In the event Seller intends to dispose of or destroy any such records after such seven (7) year period, Seller shall provide Purchaser with thirty (30) Days prior written notice.

7.3.2 Upon reasonable advance notice, either Party shall have the right to examine the records and data of the other Party in order to facilitate any determination that such Party is required or permitted to make under this Agreement.

7.3.3 Any information provided by either Party pursuant to this Section 7.3.3 shall be subject to the confidentiality provisions set forth in Section 19.13.

7.4 Scheduled Maintenance. Seller shall follow Prudent Industry Practices with regard to maintenance of the Facility and any Added Facility and shall coordinate all planned maintenance with Purchaser.

ARTICLE 8: INTERCONNECTION AND METERING

8.1 Interconnection.

8.1.1 If necessary, Seller shall (1) request interconnection and enter into an Interconnection Study Agreement with the appropriate transmission/distribution provider no later than thirty (30) Days from the execution date of this Agreement and (2) enter into an Interconnection

Agreement with the appropriate transmission/distribution provider within 180 Days from the execution date of this Agreement. The Interconnection Agreement shall be maintained throughout the Term of this Agreement. Seller shall promptly provide a copy of, and any amendments to, such Interconnection Agreement to Purchaser in accordance with the notice provisions of Section 16.7. Purchaser shall not be responsible under this Agreement for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the Interconnection Facilities. Seller is responsible for determining all transmission and/or distribution-related rules, practices and policies with which it must comply.

8.2 Metering.

8.2.1 Seller shall ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with Prudent Industry Practices in order to measure and record the amount of Solar Energy delivered from the Facility and any Added Facility to the Point of Delivery. Purchaser, may, at its own cost, install additional meters or other such facilities, equipment or devices on Purchaser's side of the Point of Delivery as Purchaser deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Seller will be entitled to base its invoiced amounts solely by reference to its own Metering System.

8.2.2 Seller shall inspect and test all meters at such times as will conform to Prudent Industry Practices, but not less often than every two (2) years. Seller shall be responsible for all costs and expenses incurred in connection with such inspections or tests.

8.2.3 If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the metering System to the date such failure is discovered or such test is made ("Adjustment Period"). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Purchaser shall pay Seller any additional amounts then due for deliveries of Solar Energy during the Adjustment Period or Purchaser shall be entitled to a credit against any subsequent payments for Solar Energy, as the case may be.

8.2.4 Purchaser and its representatives shall be entitled to be present at any test, inspection, maintenance, adjustments and replacement of any part of the Metering System relating to obligations under this Agreement.

ARTICLE 9: PAYMENT BASED ON AMOUNT OF ENERGY DELIVERED

9.1 Energy. During the applicable Term, Renewal Term, Addendum Term and Addendum Renewal Term of this Agreement, Seller agrees to deliver to the Point of Delivery, and Purchaser agrees to receive at the Point of Delivery and make payments to Seller based upon the amount of kilowatt-hours (kWh) of Solar Energy from the Facility and any Added Facility to Purchaser as set forth in Appendix A to this Agreement and, in the case of any Added Faility, to any Addendum (the "Contract Energy Price"). The Parties agree that RECs and any other Environmental Attributes associated with the Solar Energy shall be the sole and exclusive property of Purchaser, which said Party may make use of at said Party's discretion.

9.2 Testing and Test Energy. Seller shall not commence initial deliveries of Solar Energy to the Point of Delivery without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Purchaser shall make payments to Seller based on Solar Energy produced by Seller during testing and start-up procedures at such times and under conditions acceptable to Purchaser and Seller at the rate set forth in Appendix A. Representatives of Purchaser shall have the right to be present during any such testing. Seller shall provide Purchaser not less than fourteen (14) Days written notice before any testing to establish a Commercial Operation Date.

9.3 Estimated Production. If (i) the Facility or any Added Facility is shut down for more than seven (7) full twenty-four (24) hour Days cumulatively during the Term or Addendum Term because of Purchaser's actions; or (ii) Purchaser takes some action that significantly reduces the output of the Facility or any Added Facility; or (iii) Purchaser fails to maintain the areas around the Facility Site or any Added Facility Site which failure allows shading of the Facility or any Added Facility, then Seller will reasonably estimate the amount of Solar Energy that would have been delivered to the Point of Delivery during such Facility or Added Facility outage or reduced production periods ("Estimated Production") and shall consider Estimated Production as actual production, and the invoice for Monthly Energy-Based Payment for Months which include such periods shall include Estimated Production in the determination of kWh delivered to the Point of Delivery and in the calculation of the Monthly Energy-based Payment, and Purchaser agrees to pay such amounts in accordance with the provisions of Article 10. During the first year of the Term, Estimated Production will be based on Seller's production predictions. After the first year of the Term, Estimated Production will be based on historical production for that Month in the prior year. Purchaser will not be billed for Estimated Production when the Facility or Added Facility is not producing electricity due to Seller's fault or actions, or if such production outage is due to grid failure or power outages caused by someone other than Purchaser.

9.4 Risk of Loss. The risk of loss of Solar Energy shall pass from Seller to Purchaser at the Point of Delivery.

ARTICLE 10: ENERGY-BASED PAYMENTS

10.1 Monthly Energy-Based Payments.

10.1.1 Purchaser shall pay Seller a Monthly Energy-based Payment in accordance with Appendix A for Solar Energy delivered to the Point of Delivery by Seller during each Month.

10.1.2 Taxes. The Monthly Energy-Based Payment rates set forth in Appendix A do not include sales or other taxes that may be imposed on the receipt and use of Solar Energy at or from the Point of Delivery, and/or on the Monthly Energy-Based Payment. If any such taxes are imposed, the Monthly Energy-Based Payment will be increased to include such taxes, and Purchaser agrees to pays such increased amounts.

10.1.3 Purchaser's obligation to pay the Monthly Energy Payment shall commence on the Commercial Operation Date of the Facility, and on the Commercial Operation Date of any Added Facility.

ARTICLE 11: PAYMENT PROCEDURE

11.1 Billing and Payment.

11.1.1 As promptly as practicable after the end of each Month during the Term,, Renewal Term, Addendum Term and Addendum Renewal Term Seller shall provide Purchaser with an invoice stating the Monthly Energy Payment calculated for such Month based upon the meter readings for such Month.

11.1.2 Each Monthly payment shall be due and payable on or before the tenth (10th) Day after Purchaser's receipt of such invoice. If such tenth (10th) Day after receipt is not a Business Day, then payment shall be due on the next succeeding Business Day. Payment of an invoice shall be made on or before the date due in immediately available funds through wire transfer of funds or other means acceptable to the Parties. In the event payment is not made on or before such tenth (10th) Day, then interest shall be added to the overdue payment, from the date such overdue payment was due until such overdue payment together with interest is paid, which interest shall be compounded Monthly at the Interest Rate.

11.2 Billing Disputes and Final Accounting.

11.2.1 The Parties shall each have until the three hundred sixty-fifth (365th) Day after receipt of a Monthly invoice to question or contest the correctness of any charge or credit set forth in such invoice. If no question or contest is raised during such time period, the correctness of all such charges and credits shall be conclusively presumed.

11.2.2 In the event a Party questions or contests the correctness of any invoiced amount, whether a charge or a credit, of any payment claimed by the other Party to be due pursuant to this Agreement, such Party shall provide written notice to the other Party (the "Billing Dispute Notice") that: (a) states the good faith basis for the dispute, (b) specifies the portion of the invoiced amount in dispute, if any, and (c) provides documentation reasonably supporting the determination of the disputed amount.

11.2.3 In the event that a Party, by timely notice in accordance with Sections 8.2.1 and 8.2.2, questions or contests the correctness of any charge or credit, the other Party shall promptly review the questioned charge or credit and shall notify such Party, within twenty (20) Days following receipt by the other Party of the Billing Dispute Notice, of the amount of any error and the amount of any reimbursement, if any, that such Party is entitled to receive with respect to such alleged error (the "Dispute Review Notice"). Reimbursements determined to be due from a Party under this Section 11.2.3 shall be included on the next Monthly invoice and shall include interest from the date the original payment was received until the date such reimbursement together with interest is invoiced, which interest shall be compounded Monthly at the Interest Rate.

11.2.4 In the event a Party disputes the other Party's resolution under Section 11.2.3 of any question or contest by such Party of the correctness of any charge or credit contained in a Monthly invoice, then the Parties shall submit the dispute for resolution in accordance with Article 18.

ARTICLE 12: REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Seller Representations, Warranties and Covenants. Seller makes the following representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

12.1.1 Seller is a limited liability company, duly organized and validly existing under the laws of the state of Georgia, and has the legal power and authority to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

12.1.2 The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary corporate action, and do not and shall not require any consent or approval of any other entity other than that which has been obtained.

12.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

12.2 Purchaser Representations, Warranties and Covenants. Purchaser makes the following representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

12.2.1 Purchaser is a political subdivision of the state of Georgia duly organized and validly existing under the laws of the state of Georgia and has the legal power and authority to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

12.2.2 The execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all necessary municipal action, and do not and shall not require any consent or approval of any other entity other than that which has been obtained. Purchaser represents and warrants that it has the requisite power and authority under applicable law to enter into this Agreement and to bind Purchaser and that Purchaser has the requisite power and authority under applicable law to perform its obligations hereunder. Purchaser further represents and warrants that the person signing this Agreement has the requisite power and authority to sign the Agreement and to bind Purchaser.

12.2.3 Purchaser represents and warrants that Purchaser, the Mayor and Commission, and all other representatives have followed all required procedures in entering into this Agreement; specifically, Purchaser warrants that the Agreement was brought before the Commission for approval during a properly scheduled and noticed meeting, in which a quorum was present, and was approved by the Commission on a proper motion by a Commissioner with proper procedures for debate having been followed.

12.2.4 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Purchaser is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

12.3 Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made by Seller and by Purchaser in or under this Agreement shall survive the execution and delivery of this Agreement and any action taken pursuant hereto.

ARTICLE 13: EVENTS OF DEFAULT; REMEDIES

13.1 Default by Seller. Any one or more of the following events shall constitute an Event of Default by Seller and shall give Purchaser the right to exercise the remedies specified in Section 13.3.

13.1.1 Except when attributable to a Force Majeure Event, and pursuant to Section 5.5, Seller fails to achieve Commercial Operation on or before the Required Commercial Operation Date.

13.1.2 Seller fails to pay Purchaser any undisputed amount payable by Seller to Purchaser pursuant to this Agreement for twenty (20) Business Days after the same shall have become due and payable and Seller fails to cure such failure to pay within twenty (20) Days after receipt of written demand therefor from Purchaser.

13.1.3 A court having jurisdiction shall enter: (i) a decree or order for relief in respect of Seller in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order, which was sought by an entity other than Seller, adjudicating Seller bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Seller under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Seller or of any substantial part of its affairs.

13.1.4 Seller shall: (i) commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consent to the entry of a decree or order for relief in respect of Seller in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) file any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Seller of any of its obligations; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Seller or of any substantial part of its property; or (v) make an assignment for the benefit of creditors.

13.1.5 Any material representation or warranty made by Seller herein or in any certificate delivered to Purchaser pursuant hereto shall prove to be incorrect in any material respect when made, unless Seller shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Seller by Purchaser (unless such cure is not capable of being effected within such thirty (30) Day period in which case Seller shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Purchaser of such representation or warranty having been incorrect.

13.1.6 Seller fails to perform or comply with any other material terms and conditions of this Agreement other than those listed in Sections 13.1.1 through 13.1.5 and fails to conform to said term and conditions within thirty (30) Days after a written demand by Purchaser to do so.

13.2 Default by Purchaser. Any one or more of the following events shall constitute an Event of Default by Purchaser and shall give Seller the right to exercise the remedies specified in Section 13.3:

13.2.1 Purchaser fails to pay Seller any undisputed amount payable by Purchaser to Seller pursuant to this Agreement for twenty (20) Business Days after the same shall have become due and payable and Purchaser fails to cure such failure to pay within twenty (20) Days after receipt of written demand therefor from Seller.

13.2.2 A court having jurisdiction shall enter: (i) a decree or order for relief in respect of Purchaser in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order adjudicating Purchaser bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Purchaser under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Purchaser or of any substantial part of its affairs.

13.2.3 Purchaser shall: (i) commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consent to the entry of a decree or order for relief in respect of Purchaser in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) file any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Purchaser of any of its obligations; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Purchaser or of any substantial part of its property; or (v) make an assignment for the benefit of creditors.

13.2.4 A violation of the requirements of Section 19.1 through an assignment or transfer of this Agreement.

13.2.5 Any material representation or warranty made by Purchaser herein or in any certificate delivered to Seller pursuant hereto shall prove to be incorrect in any material respect when made, unless Purchaser shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Purchaser by Seller (unless such cure is not capable of being effected within such thirty (30) Day period in which case Purchaser shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Seller of such representation or warranty having been incorrect.

13.2.6 Purchaser fails to perform or comply with any other material terms and conditions of this Agreement other than those listed in Sections 13.2.1 through 13.2.5 and fails to conform to said terms and conditions within thirty (30) Days after a written demand by Seller to do so.

13.3 Remedies for Events of Default. Upon an Event of Default, the non-defaulting Party (the “Non-Defaulting Party”) shall be entitled to terminate this Agreement by giving written notice thereof to the defaulting Party (the “Defaulting Party”). If Purchaser is the Defaulting Party, Seller shall be entitled to receive from Purchaser the Early Termination Fee equal to the net present value of the remaining Energy-Based Payments at a 5% discount rate.

In addition, in the event Purchaser is the Defaulting Party, Seller shall be entitled to remove the Facility at Purchaser’s sole cost and expense (except for cost to repair damage to the Facility Site due to Seller’s negligence during such removal, which shall be Seller’s sole cost and expense).

13.4 Limitation of Remedies, Liability and Damages. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE, EXCEPT FOR ANY SUCH DAMAGES AWARDED TO A THIRD PARTY IN A CLAIM INDEMNIFIED BY ONE OF THE PARTIES HERETO. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

13.5 Disclaimer of Warranties. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE TEXT HEREOF. THE PARTIES HEREBY SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

13.6 Duty to Mitigate. Notwithstanding any other provision of this Agreement, each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

ARTICLE 14: COMPLIANCE WITH LAWS

14.1 Compliance. Seller represents, warrants and covenants that throughout the Term, Renewal Term, Addendum Term and Addendum Renewal Term, Seller shall (i) be in compliance with all Legal Requirements with respect to the design, construction, ownership, operation and maintenance of the Facility and any Added Facility, including all required Consents, and if applicable, the mitigation of environmental impacts, and (ii) pay all costs, expenses, charges and fees in connection therewith.

14.2 Approvals. Seller and Purchaser each agree to use their best efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

ARTICLE 15: INDEMNIFICATION

15.1 Scope of Indemnity. Each Party (the "Indemnifying Party") expressly agrees, to the fullest extent of the law, to indemnify, reimburse, hold harmless and defend the other Party and its Affiliates, trustees, agents, officers, directors, employees, members and permitted assigns ("Indemnified Party") against all claims, liability, fines, costs or expenses (on an after-tax basis) imposed by Governmental Authorities or arising from loss, damage or injury to the person or property of third parties in any manner directly or indirectly related to: (i) acts and omissions in connection with the performance, or failure thereof, of obligations or representations and warranties under this Agreement; or (ii) any other activities to the extent that they involve the negligence or willful misconduct of the Indemnifying Party, except to the extent such loss, damage or injury is the result of the negligence or willful misconduct of the Indemnified Party.

15.2 Notice of Proceedings. An Indemnified Party that becomes entitled to indemnification under this Agreement shall promptly notify the other Party of any claim or proceeding in respect of which it is to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse an indemnification obligation except to the extent failure to provide notice adversely affects the Indemnifying Party's interests. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party; provided, however, that if the defendants in any such action include both the

Indemnified Party and the Indemnifying Party, and the Indemnified Party reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the expense of the Indemnifying Party. If the Indemnifying Party fails to assume the defense of a claim, the indemnification of which is required under this Agreement, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim may be made only with the Indemnifying Party's consent or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

ARTICLE 16: INSURANCE

16.1 Insurance Required of Seller. During the Term, each Party shall acquire and maintain at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices but in no event less than the types and amounts described in Appendix B and this Article 16. Each Party may, in its sole discretion, require the other Party to deliver, at any time during the Term, but at least thirty (30) Days after the Execution Date, a certificate of insurance certifying coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the state of Georgia naming the requesting Party as an additional named insured.

16.2 General Liability Insurance. The insurance policy providing such coverage shall provide general liability insurance, including property damage, in the amounts shown in Appendix B, which can be exceeded. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify the other Party at least sixty (60) Days prior to the effective date of any cancellation. Each party agrees to notify the other Party at least sixty (60) Days prior to the effective date of any known material change in the policy.

16.3 No Waiver of Liability. The provisions requiring insurance under this Agreement shall not be construed as a waiver, restriction or limitation of any liability imposed on a Party under this Agreement, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is insurance coverage available to cover the legal and contractually assumed liability of a Party, any payments due as a result of such liability shall be made first from the proceeds of such policies.

ARTICLE 17: FORCE MAJEURE

17.1 Definition of Force Majeure Event. For the purposes of this Agreement, a "Force Majeure Event" as to a Party means any occurrence, nonoccurrence or set of circumstances that prevents a Party, in whole or in part, from performing any of its obligations or satisfying any conditions under this Agreement and that is beyond the reasonable control of such Party and is not caused by such Party's negligence, lack of due diligence, or failure to follow Prudent Industry Practices. The term Force Majeure Event shall not include: (i) the inability to meet a Legal Requirement or the change in a Legal Requirement; (ii) a site-specific strike, walkout, lockout or other labor dispute at the Facility; (iii) equipment failure or equipment damage, unless, in the case of the Facility only, such equipment failure or equipment damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) changes in market conditions that affect the cost or availability of equipment, materials, supplies or services, including the cost of delivering Solar Energy from alternate resources; (v) failures of Seller's contractors, suppliers or vendors, unless such failures are caused by an event that would otherwise constitute a Force Majeure Event if experienced directly by Seller; or (vi) unavailability or lack of adequate fuel supply; (vii) climatic/seasonal temperature and humidity conditions at the Facility Site.

17.2 No Breach or Liability. Either Party shall be excused from performance of its obligations hereunder, other than payment obligations that accrued prior to the declaration of the Force Majeure Event, and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event.

17.3 Mitigation. Following the occurrence of a Force Majeure Event, the affected Party shall:

(i) give the other Party notice thereof, followed by written notice if the first notice is not written, as promptly as possible after such Party becomes aware of such Force Majeure Event, describing the particulars of such Force Majeure Event; and

(ii) remedy its inability to perform as soon as reasonably practicable; provided, however, that this Section 17.3 shall not require the settlement of any non-site specific strike, walkout, lockout or other general labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest.

17.4 Suspension of Performance. The suspension of performance due to a Force Majeure Event shall be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event shall extend this Agreement beyond the stated Term.

17.5 Extended Force Majeure Event.

17.5.1 If a Party has reason to believe that a Force Majeure Event, which is preventing the other Party from performing its obligations hereunder, will result in a suspension of such performance for a term of six (6) Months or longer (an "Extended Force Majeure Event"), that Party may terminate this Agreement, without further obligation, or extend such period in its sole discretion. If the Party claiming an excuse under this Section 17 has reason to believe that a Force Majeure Event is an Extended Force Majeure Event, it shall notify the other Party promptly and shall submit a Force Majeure Remedy Plan to the other Party within thirty (30) Days thereafter. The Force Majeure Remedy Plan shall set forth a course of repairs, improvements, changes to operations or other actions that should permit the affected Party to perform its obligations under this Agreement as soon as reasonably practicable.

17.5.2 While a Force Majeure Remedy Plan is in effect, the Party prevented from performing its obligations due to the Extended Force Majeure Event shall provide Monthly status reports to the other Party notifying the other Party of the steps that have been taken to remedy the Extended Force Majeure Event and the expected remaining duration of the Party's inability to perform its obligations.

17.5.3 The Party not prevented from performing its obligations due to the Extended Force Majeure Event may at any time terminate this Agreement effective upon ten (10) Days prior written notice to the other Party if: (i) the affected Party fails to provide a Force Majeure Remedy Plan as required by this Section 17.5; (ii) the affected Party fails to carry out the Force Majeure Remedy Plan in a method reasonably designed to cause that Party to be able to perform its obligations hereunder; or (iii) the affected Party remains unable to perform its obligations hereunder twelve (12) Months following the initial suspension of performance resulting from the Force Majeure Event. For the purposes of subsection (iii) of this Section 17.5.3, the twelve (12)-month period need not be continuous if, and only if, each period of suspension of performance comprising the twelve (12)-month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred.

17.5.4 Upon termination of this Agreement as provided in Section 17.5, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination.

ARTICLE 18: DISPUTE RESOLUTION

18.1 Dispute Resolution Generally. Except as set forth in Section 11.2, any and all controversies, disputes or claims arising out of, relating to, in connection with or resulting from this Agreement (or any written amendment hereto), including as to its interpretation, performance, non-performance, validity, breach or termination, and including any claim based on contract, tort, regulation, rule, statute or constitution and any claim raising questions of law, whether arising before or after termination of this Agreement (individually "Claim" and collectively "Claims"), shall be resolved under the Federal Arbitration Act by non-binding arbitration following the Expedited Procedures of the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") then in effect, including its evidentiary and procedural rules. It is the Parties' intent that any arbitration, including the selection and qualification of arbitrators, shall be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this Agreement, and not by the terms of any state arbitration act or other Legal Requirement.

18.2 Initiation of Dispute Resolution.

18.2.1 Prior to initiating any arbitration hereunder, a Party wishing to make any Claim ("Disputing Party") shall provide the other Party ("Responding Party") with a formal, written notice of the dispute for each issue in dispute, a proposed means for resolving each such issue, and support for such position (the "Notice of Dispute"). Within thirty (30) Days after receiving the Notice of Dispute, the Responding Party shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "Dispute Response").

18.2.2 Within fifteen (15) Days after the submission of the Dispute Response, the Claim shall be submitted to a designated senior representative of Seller and a designated senior representative of Purchaser for resolution. In the event the designated senior representatives are unable to resolve the Claim to the mutual satisfaction of the Parties within thirty (30) Days from the submission to such designated senior representatives, or such other period as the Parties may agree upon, then either Party may provide written notice to the other Party declaring an impasse (the "Impasse Notice") and initiating non-binding arbitration in accordance with the further provisions of this Article 18.

18.3 Initiation of Arbitration; Selection of Arbitrators.

18.3.1 Arbitration shall be deemed to be initiated when an Impasse Notice is given by the delivering Party to the receiving Party in accordance with the notice provisions of Section 19.8. The Party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within twenty (20) Days of receiving the Impasse Notice. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third, neutral arbitrator (the "Third Arbitrator"). The Third Arbitrator shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of legal, engineering, or business experience in the electric industry, and shall be impartial and independent of either Party and the Party-Appointed Arbitrators. Each Party shall pay for the expenses incurred by its Party Appointed Arbitrator and the costs of the Third Arbitrator shall be divided equally between the Parties.

18.3.2 If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within thirty (30) Days from initiation of arbitration, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Seller, Purchaser and the Party-Appointed Arbitrators. Parties shall undertake to request the AAA to complete selection of the Third Arbitrator no later than ninety (90) Days from initiation of arbitration. Costs charged by the AAA for this service shall be borne by the Parties equally.

18.3.3 In the event the AAA should fail to select the Third Arbitrator within ninety (90) Days from initiation of arbitration, then either Party may petition a court of competent jurisdiction in Georgia to select the Third Arbitrator. Due regard shall be given to the selection criteria above and input from the Parties and the Party-Appointed Arbitrators.

18.3.4 If prior to the conclusion of the arbitration a Party-Appointed Arbitrator or the Third Arbitrator becomes incapacitated or otherwise unable to serve, then a replacement arbitrator shall be appointed in the manner described above and applicable to the original arbitrator being replaced.

18.4 Discovery, Hearing. Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by a majority of the Party-Appointed Arbitrators and the Third Arbitrator; provided, however, all pre-hearing discovery shall be completed within one hundred eighty (180) Days following selection of the Third Arbitrator. Within fifteen (15) Days after completion of such pre-hearing discovery, each Party shall submit either individually or jointly by overnight delivery to the other Party, the Party-Appointed Arbitrators and the Third Arbitrator a separate precise statement for each issue in dispute, that Party's proposed means of resolving each issue in dispute, and the factual or legal support for such proposal (the "Proposed Resolutions"). No later than thirty (30) Days after all pre-hearing discovery has been completed, a hearing shall be conducted at which Seller and Purchaser shall each present such evidence and witnesses as they may choose. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA, as amended and supplemented, except where specifically modified by this Agreement.

18.5 Arbitrator Decisions.

18.5.1 The Party-Appointed Arbitrators and the Third Arbitrator shall consider the terms and conditions of this Agreement, including all relevant evidence and testimony, and shall render their decision within ninety (90) Days following conclusion of the hearing. The Party-Appointed Arbitrators and the Third Arbitrator shall have no authority to award consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstances regardless of whether such damages may be available under appropriate state law, federal law, the Federal Arbitration Act, or any other applicable law. The Parties hereby waive their right, if any, to recover consequential, special, indirect, treble, exemplary, incidental, and punitive damages with respect to this Agreement.

18.5.2 The decision rendered by a majority of the Party-Appointed Arbitrators and the Third Arbitrator, made in writing, shall be provided to the Parties. In the event the Parties mutually accept such decision, such decision may be filed in a court of competent jurisdiction and may be enforced by Seller or Purchaser as a final judgment in such court. If the Parties do not mutually accept such decision, then either Seller or Purchaser may resort to any remedy, at law or in equity, that may be available therefor.

18.6 Location of Arbitration. All arbitrations shall take place in Fulton County, Georgia.

18.7 Injunctive Relief. Notwithstanding any other provision of this Article 18, the Parties agree that a Party threatened with irreparable harm shall be permitted to seek at any time, in accordance with applicable laws, procedures, and the terms of this Agreement, injunctive relief relating to the performance of this Agreement from a Governmental Authority of appropriate jurisdiction. In addition, either Party may seek to enforce specifically the other Party's payment obligations hereunder, including a right to seek any and all unrecovered damages and expenses and other losses, costs and liabilities (including reasonable attorneys' fees and expenses incurred or suffered by the first Party) as a result of or in connection with any payment default hereunder by the other Party.

18.8 Continued Performance. The Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

ARTICLE 19: MISCELLANEOUS

19.1 Assignment, Transfers and Changes of Control.

19.1.1 Neither Party may assign this Agreement or any portion thereof to any Person without the prior written consent of the other Party, such consent not to be unreasonably delayed or withheld. Notwithstanding the foregoing, Seller shall not be obligated to obtain Purchaser's prior written consent to an assignment of this Agreement in connection with a Change of Control Transaction of Seller. Any proposed assignee of this Agreement shall (i) agree to assume assignor's obligations hereunder, and (ii) deliver to the other Party such assurances regarding its creditworthiness and its ability to perform all obligations of the assignor hereunder, as the other Party may reasonably request, and (iii) cooperate with the other Party to comply with any Legal Requirements that result from such assignment. Any assignment of this Agreement made in compliance with the preceding sentences shall constitute an acceptance and assumption of such obligations by the assignee, a novation of the assignee in place of the assignor with respect to such obligations (and any related interests so transferred), and a release and discharge by the other Party of the assignor from, and an agreement by the other Party not to make any claim for payment, liability, or otherwise against the assignor with respect to, such obligations from and after the effective date of the assignment; provided, however, either Party may, without the consent of the other Party, assign this Agreement to a lender for collateral security purposes in connection with any financing or the refinancing of the Facility; provided, further, that such collateral assignment shall not place any limitation on the other Party's rights under this Agreement or expand the liability, risks or obligations imposed on the other Party under this Agreement. In connection therewith, each Party agrees to execute a written consent to such collateral assignment should lender request such consent.

19.1.2 General Requirements. Any consent required by Section 19.1.1 shall not be unreasonably withheld, conditioned or delayed; provided, however, that neither Party shall be required to accept any limitation of its rights under this Agreement or expansion of the liability, risks or obligations imposed on it under this Agreement (including changes in accounting treatment). It shall be reasonable for either Party to condition its consent required by Article 16 on the execution of amendments to this Agreement that are reasonably determined by such Party to be necessary to preserve the value and protection afforded to such Party under this Agreement.

19.2 Solar Energy Services. During the term of this Agreement, Purchaser shall advise Seller of Purchaser's desire to receive Solar Energy at locations other than the Facility Site and Seller's opportunity to provide solar generation projects and related services to analyze, design and replace or improve any solar power generation projects through the modification of the relevant solar energy system or the installation of new solar components ("Solar Services"). Purchaser must provide written notice to Seller stating its intent to engage a person to provide one or more of the Solar Services and specify the material terms and conditions, including a fair market value fee to be paid for the Solar Services to be provided. Seller has 20 business Days (the "Notice Period") to respond to such written notice and agree to provide all or a portion of the requested Solar Services. If Seller fails to respond to the notice from Purchaser within the Notice Period it will be deemed to have waived its rights to provide, or arrange for the provision of, the Solar Services. Purchaser may then, during the 90-Day period following the expiration of the Notice Period, engage another person to perform the Solar Services on terms and conditions not more favorable than those specified in the notice provided to Seller. If Purchaser does not engage a third party to perform the Solar Services within such 90-Day period, or if the Solar Services are not commenced within six months from the expiration of the Notice Period, Seller's right to provide said Solar Services will be deemed to be revived and the provisions of such Solar Services may not be offered to any third party unless first re-offered to Seller.

19.3 No Partnership. Seller and Purchaser do not intend for this Agreement to, and this Agreement shall not, create any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

19.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any respective successors and permitted assigns of Seller and Purchaser.

19.5 No Third Party Benefit. Nothing in this Agreement shall be construed to create any duty, obligation or liability of either Party to any person or entity not a party to this Agreement.

19.6 Time of Essence; No Waiver. Time is of the essence of this Agreement. Neither Purchaser's nor Seller's failure to enforce any provision or provisions of this Agreement shall in any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent it from enforcing each and every other provision of this Agreement at such time or at any time thereafter. The waiver by either Purchaser or Seller of any right or remedy shall not constitute a waiver of its right to assert said right or remedy, at any time thereafter, or any other rights or remedies available to it at the time of or any time after such waiver.

19.7 Amendments. This Agreement may be amended by and only by a written instrument duly executed by both Parties.

19.8 Notice. Any notice, request, consent or other communication permitted or required by this Agreement shall be in writing and shall be deemed given on the Day hand-delivered or electronically delivered to the officer identified below, or the third (3rd) Day after the same is deposited in the United States Mail, first class postage prepaid, and if given to Purchaser shall be addressed to:

and if given to Seller shall be addressed to:

Cherry Street Energy
3414 Peachtree Road, Suite 990
Atlanta, GA 30342
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 3100, 1230 Peachtree Street
Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

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unless Purchaser or Seller shall have designated a different officer or address for itself by written notice to the other.

19.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19.10 Cross-References. All cross-references contained in this Agreement to Sections, are to the Sections of this Agreement, unless otherwise expressly noted.

19.11 Article and Section Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

19.12 Governing Law: Forum for Disputes. The validity, interpretation and performance of this Agreement, and each of its provisions, shall be governed by the laws of the state of Georgia. The Parties agree that the state and federal courts, as applicable, of the state of Georgia shall have exclusive jurisdiction for the resolution of disputes under this Agreement.

19.13 Confidentiality.

19.13.1 The Parties acknowledge that portions of this Agreement contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that during the Term hereof and for a period of five (5) years after the expiration of the Term, it shall not, without the written consent of the other Party or as otherwise provided herein, disclose to any third party (other than to Affiliates of the disclosing Party or consultants and advisors to such Affiliates and the disclosing Party who need to know such information in connection with the performance of their duties or services for such Affiliates or the disclosing Party), such portions of this Agreement, or the terms or provisions hereof, or any additional Confidential Information disclosed pursuant to such Party's performance of this Agreement and identified as Confidential Information at the time of such disclosure, except to the extent that disclosure to a third party is required by Legal Requirements.

19.13.2 The terms of this Section 19.13 shall survive the termination or expiration of this Agreement.

19.14 Liability. Neither Party shall be responsible for the other Party's performance, non-performance or delay in performance under this Agreement.

19.15 Entire Agreement. This Agreement (including the attached Appendices A through G, inclusive) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties. The Parties have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or incorporated herein.

19.16 Severability. In the event any term or provision of this Agreement or the application thereof to any person, entity, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[The next page is the signature page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

SELLER:

Cherry Street Capital Fund [ ]

By: ______________________________

Date: _____________________________

PURCHASER

[City of South Fulton]

By: ______________________________

Date: _____________________________

APPENDIX A

MONTHLY ENERGY-BASED PAYMENT CALCULATION

the Monthly Energy-based Payment (“MEP”) shall be calculated as follows:

MEP = CEP * MDE

Where:

CEP = the Contract Energy Price for each Annual Period shall be nine cents ($0.09) per kWh in the first Annual Period, increased for each Annual Period thereafter by multiplying the Contract Energy Price for the previous Annual Period by 1.015 per year

For the avoidance of doubt, the Total Utility Rate includes all surcharges and fees charged to the Purchaser by the utility.

MDE = the Monthly Delivered Energy is the amount of Solar Energy, in kWh, delivered by Seller from the Facility to Purchaser at the Point of Delivery during any given Month pursuant to this Agreement.

APPENDIX B

INSURANCE REQUIREMENTS

1. Commercial general liability insurance in an "occurrence" form or an AEGIS "claims first made" form or equivalent with bodily injury and property damage combined liability limits of not less than one (1) million dollars per occurrence and which shall include specific coverage for broad form contractual liability including Seller's indemnification obligations under this Agreement and a separation of insured provision. All such policies shall provide coverage on an "occurrence" basis; provided, however, that coverage may be provided on a "claims made" basis with the provision of a minimum extended reporting period of five (5) years from the termination of this Agreement. The coverage requirements can be met through any combination of primary insurance and following form excess or umbrella insurance as long as the combined limits meet requirements of this Agreement.

2. All risk property insurance providing coverage for the full replacement value of the Facility, subject to industry standard sublimits. Each Party and its insurers waive any rights of subrogation or recovery of any kind against the other Party.

APPENDIX C

FACILITY SITES

The Facilities are:

Sandtown Park – 5320 Campbelleton Road SW

Welcome All Park – 4255 Will Lee Road

Attachment 1 to Appendix C

Legal Description of Facility Site

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APPENDIX D

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the one-time lump sum payment of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, _______________ ("Grantor"), its successors and assigns hereby grants, bargains and conveys to _______________ ("Grantee"), its employees, independent contractors, successors or assigns, a temporary construction easement over and upon the real property depicted on Exhibit "A" attached hereto ("Easement Area").

The purpose of this easement is to permit Grantee to construct the Facility. The easement includes the right of ingress and egress over Grantor's property adjacent to the Easement Area as reasonably necessary to access the Easement Area.

Said easement shall be temporary in nature and duration, and shall expire the earlier of two (2) years after the completion of the Facility or four (4) years from the date of this easement. Grantor agrees that during the duration of this easement, no act or omission will be committed that will preclude Grantee from the uses permitted herein. Grantee agrees to keep the Easement Area in good order and free of trash and debris. Upon expiration of this easement, Grantee shall remove its personal property other than property used in the Facility from the Easement Area and restore same (including points of access) to the condition received other than as occupied by the Facility, reasonable wear and tear excepted.

All capitalized terms in this Temporary Construction Easement shall have the meaning assigned in the Solar Energy Procurement Agreement between Grantor and Grantee dated ______________________.

This Agreement is binding on the grantees, heirs, personal representatives, successors and assigns of the Grantor and Grantee.

[Remainder of page left blank intentionally
Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives this __ day of ___________, 2016.

GRANTEE:

[SELLER]

By: ___________________________________

Date: _________________________________

GRANTOR:

[PURCHASER]

By: ___________________________________

Date: _________________________________

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APPENDIX E

ACCESS, OPERATIONS AND UTILITY EASEMENT AGREEMENT

This Access, Operations and Utility Easement Agreement ("Agreement") is made on________________, by and between ________________ ("Grantor") and ____________________ ("Grantee").

R E C I T A L S:

WHEREAS, Grantor is the owner of certain property located at ______________________ legally described and depicted on Exhibit "A" ("Property") attached to and made a part of this Agreement; and

WHEREAS, Grantee desires to locate a solar installation at the Facility Site on the Property depicted on Exhibit "A".

WHEREAS, Grantor and Grantee entered into a Solar Energy Procurement Agreement dated on or about ________________ ("SEPA"); and

WHEREAS, Grantee requires access and utilities over, under and across Grantor property (depicted as "Facility Site" on Exhibit "A") for designing, installing, inspecting, operating, maintaining, repairing, and removing the Facility on the Property, performing the Operations as defined in the SEPA, or for otherwise achieving all the purposes set forth in the SEPA; and

WHEREAS, Grantee has requested Grantor grant an Access, Operations and Utility Easement ("Easement") to use Grantor's access road and to install, operate and maintain the Facility on Grantor's property (the "Easement Area").

NOW, THEREFORE, for and in consideration of the covenants contained herein and other valuable consideration, the parties agree as follows:

1. <u>Grant of Easement</u>

Grantor grants, bargains and conveys to Grantee, subject to the terms and conditions set forth below, an Access, Operations and Utility Easement for Grantee, its employees, independent contractors and agents for the purposes of ingress and egress and for constructing, maintaining, operating and repairing utility lines, cables and conduits to and from the Facility, and for Grantee to perform installation and maintenance activities associated with the use of the Facility and for designing, installing, inspecting, operating, maintaining, repairing, and removing the Facility on the Facility Site, or for otherwise achieving all the purposes set forth in the SEPA at the Facility.

2. Consideration

Grantee shall pay Grantor the sum of Ten Dollars ($10.00), due and payable within ten (10) business days following execution of this Agreement.

3. Term

The term of this Easement shall commence when it is signed by Grantor and Grantee and shall continue for the duration of the SEPA, including any renewals thereof, and shall without any further action on the part of Grantee or Grantor, terminate immediately upon the termination of the Lease.

4. Default

Upon Grantees' default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantees' default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may, subject to Section 12.1.5(a) of the Lease, terminate this Agreement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. Assignment

This Agreement may be assigned by Grantee to any lender or affiliate of Grantee without the prior consent of Grantor. Any other assignment of this Agreement may be made only upon written consent of the other Party, such consent not to be unreasonably withheld.

6. Amendment

This Agreement may be modified or amended in whole or in part only by a written instrument executed by Grantor and Grantee.

7. Entire Agreement

This Agreement and the exhibits to this Agreement contain all the representations and the entire Agreement between Grantor and Grantee. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement.

8. Miscellaneous

8.1 Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

8.2 Severability. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement. A court shall enforce all provisions of the Agreement, which are not invalid.

8.3 Memorandum of Lease A Memorandum of Lease with Easements shall be filed in substantially the form contained in Exhibit "B" attached hereto shall be recorded in the records of the Clerk of the Superior Court of ___________ County.

*[Remainder of page left blank intentionally
Signature pages to follow]*

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

GRANTEE:

[SELLER]

By: ________________________________

Date: ______________________________

GRANTOR

[PURCHASER]

By: ________________________________
Date: ______________________________

Approved:

Exhibit A

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Exhibit B

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") made effective as of _________, ____ by and between ________________, a __________ organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Landlord") and ___________________, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "Tenant");

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Premises. Subject to the terms and conditions of that certain Lease Agreement by and between the parties hereto dated and effective _______, ____ (the "Lease"), all of which terms and conditions are incorporated herein by reference, Landlord has leased and by these presents does hereby lease to Tenant and Tenant has leased and by these presents does hereby lease from Landlord that certain property described on Exhibit "A" attached hereto (hereinafter, together with the rights and benefits appurtenant thereto and described herein, collectively referred to as the "Premises").

Term. The term of the Lease shall commence _______, ____ and terminate as of the date twenty (20) years after the Commercial Operation Date as defined in the Lease, subject however, to Tenant's rights to renew the term thereof for up to twenty (20) additional years pursuant to renewal options contained in the Lease.

Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

Miscellaneous. This Memorandum is to be construed in accordance with and to be governed by the laws of the State of Georgia. All capitalized terms used herein shall have the same meaning designated for such terms as in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed under seal, as of the date first above written.

Signed, sealed and delivered in the presence of:	LANDLORD By:______________________________ Its:
__________________________________ Unofficial Witness	
__________________________________ Notary Public	
My Commission Expires:________________	
[NOTARY SEAL]	
Signed, sealed and delivered in the presence of:	TENANT
__________________________________ Unofficial Witness	By: ________________________, Its: ____________________
__________________________________ Notary Public	
My Commission Expires:________________	
[NOTARY SEAL]	

<u>EXHIBIT "A"</u>

(Description of Premises)

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APPENDIX F

SOLAR ACCESS EASEMENT

THIS SOLAR ACCESS EASEMENT AGREEMENT ("Solar Access Agreement") is made and entered into as of _______________ ("Effective Date"), by and between _____________________ ("Grantor"), and ____________________ ("Grantee").

WHEREAS, the Grantor supports and encourages the development of solar power as an energy source; and

WHEREAS, the Grantor and Grantee are parties to a certain Solar Energy Procurement Agreement dated _______________ (the "SEPA"); and

WHEREAS, the Grantee wishes to develop the Facility identified in Appendix C to the SEPA and included herein by reference; and

WHEREAS, the successful generation of solar energy is dependent upon sufficient access to direct sunlight and insolation of the Facility; and

WHEREAS, in recognition of the economic and environmental benefits of solar energy use, the Grantor and Grantee desire to provide for the preservation of solar access and insolation of the Facility; and

WHEREAS, to accomplish the preservation of solar access and insolation of the Facility, the Grantor and Grantee desire to impose a limited easement on the Grantor's property, identified in Exhibit A ("Shade Restricted Property") and included herein by reference, that provides solar access and insolation protection upon the ownership, use, and occupation of the Facility as described in this Solar Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Solar Access Agreement as follows:

1. <u>Definitions</u>

A. <u>Structure</u>: Any new building, addition to an existing building or any other object or structure that may obstruct sunlight.

B. <u>Restricted Vegetation</u>: A tree or other vegetation which generally tends to block a high level of the sun's rays, whether existing or not at the effective date of this Solar Access Agreement.

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C. Solar Height Restriction: A distance as measured from the closest portion of the Facility to the closest portion of the Structure and/or Restricted Vegetation as applicable, divided by three (3).

2. Grant of Easement. The Grantor grants, bargains and conveys to Grantee and its assigns, the right to unobstructed solar access and insolation in accordance with this Solar Access Agreement. For the term of this Solar Access Easement the Grantor shall not build, install, or otherwise allow a structure to be built or installed or allow Restricted Vegetation on the Shade Restricted Property identified in Exhibit A that would cast shade at the Facility as provided under this Solar Access Agreement.

3. Solar Access Requirements

A. No Structure shall be allowed within the Shade Restricted Lots which exceeds the Solar Height Restriction. For example, a Structure to be built ninety (90) feet from the Facility would have a maximum allowable height of thirty (30) feet.

B. No Restricted Vegetation shall be allowed within the Shade Restricted Property which exceeds the Solar Height Restriction. For example, any Restricted Vegetation planted ninety (90) feet from the Facility would have to be maintained at a maximum height of thirty (30) feet.

C. Trees that exist at the time this Solar Access Agreement is executed shall be made to conform no later than the Effective Date of this Solar Access Agreement.

D. Each separate Structure and item of Restricted Vegetation shall have its solar setback individually calculated.

4. Term of Solar Access Agreement. This Solar Access Agreement shall be in effect for the duration of the SEPA and all renewals thereof.

5. Invalidity and Force Majeure. The parties hereto agree that if any part, term, portion, or provision of this Solar Access Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Solar Access Agreement did not contain the invalidity.

The failure of performance of the construction obligations and conditions on behalf of Grantor pursuant to this Solar Access Agreement resulting from acts of God, war, act or incidence of terrorism, civil insurrection or riot shall not be a breach or an event of default of Grantor pursuant to this Solar Access Agreement.

6. Complete Agreement. The parties agree that this writing is the complete Agreement between the parties, and that there are no promises, representations or understandings not expressly set forth herein. This Solar Access Agreement can only be modified in a writing, signed by both parties.

7. Binding Effect. Except as specifically stated herein, the parties agree that the easements, conditions and restrictions of this Solar Access Agreement shall run with and be binding upon the Shade Restricted Property and shall inure to the benefit of, and be enforceable by, the Grantee and its successors and assigns, for the term of this Solar Access Agreement and be binding upon the Grantor and its, successors and assigns.

8. Acceptance by Future Owners. Upon the acceptance of any deed or other conveyance transferring any interest in a Shade Restricted Property to any third party ("Future Owner"), the grantee of such deed or conveyance shall be deemed to agree that:

A. Future Owner reads and understands this Solar Access Agreement, and agrees to abide and be bound by each of this easement and any covenants and restrictions set forth herein and all default and enforcement rights provided herein;

B. Such Future Owner shall promote compliance with this easement; and

C. This easement is reasonable in all respects and is and shall remain fully enforceable as stated herein and notwithstanding any less restrictive or inconsistent provision of any otherwise applicable federal, state or local law, rule, regulation or ordinance.

9. Violation of Solar Height Restriction. If Grantee determines that this Solar Access Agreement is being and/or has been violated or that a violation is threatened or imminent then the provisions of this Section will apply:

A. Grantee must notify the Grantor and/or Future Owner of the violation. Grantee's notice may include its recommendations of measures to be taken by the Grantor or Future Owner to cure the violation and restore features of the Shade Restricted Lot to conform with the Solar Height Restriction.

B. The Grantor's or Future Owner's cure period expires thirty (30) days after the date of Grantee's notice to the City and/or Future Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

(i) The Grantor or Future Owner cease the activity constituting the violation promptly upon receipt of Grantee's notice;

(ii) The Grantor or Future Owner and Grantee agree, within the initial thirty (30) day period, upon the measures the Grantor or Future Owner will take to cure the violation;

(iii) The Grantor or Future Owner commence to cure within the initial thirty (30) day period; and

(iv) The Grantor or Future Owner continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

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C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm, including without limitation economic harm, to the Solar Farm due to an alteration to any feature which violates the Solar Height Restriction of a Shade Restricted Property.

10. Remedies. Upon expiration of the cure period (if any) described in the preceding Section, Grantee may, in addition to other remedies available at law or in equity, compel the Grantor or Future Owner to restore a Shade Restricted Property into compliance with the Solar Height Restrictions by exercising any one or more of the following remedies:

A. Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Solar Access Agreement; to restrain present or future violations of this Solar Access Agreement; and/or to compel restoration of any violated Solar Height Restriction.

B. Civil Action. Recover from the Grantor or Future Owner all sums owing to Grantee under applicable provisions of the SEPA together with interest thereon from the date due. These monetary obligations include, among others, economic losses and litigation expenses.

C. Self-Help. Enter the applicable Shade Restricted Property to prevent, mitigate further damage and/ or restore the Solar Height Restriction to the Shade Restricted Property in violation of this Solar Access Agreement at the sole cost and expense of the Grantor or Future Owner as applicable, which shall include without limitation demolition of any structure constructed in violation of the Solar Access Agreement and removal of Restricted Vegetation allowed to grow in violation of the Solar Access Agreement.

11. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

12. Notices. Any notices required herein shall be sent in the U.S. Mail, either registered or certified, return receipt requested, to the parties at the following addresses and shall be deemed given three days after sent:

In the case of the Grantor to:

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In the case of the Grantee to:

Cherry Street Energy
3414 Peachtree Road, Suite 990
Atlanta, GA 30342
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 3100, 1230 Peachtree Street
Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

IN WITNESS WHEREOF, the parties have executed this Solar Access Agreement the day and year first above written.

[Remainder of page left blank intentionally
Signature pages to follow]

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GRANTEE:

[SELLER]

By: ________________________________

Date: ________________________________

GRANTOR

[PURCHASER]

By: ________________________________
Date: ________________________________

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Exhibit A

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APPENDIX G

LIENS AND ENCUMBRANCES

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Appendix H

Addendum

This Addendum to that certain Master Solar Energy Procurement Agreement dated ____________________ by and between ________________ and ________________, the terms and conditions of which are explicitly adopted and agreed to for the Added Facility identified herein, is entered into this __ day of ______, ____, ("Effective Date") by and between ________________, a limited liability company organized and existing under the laws of the state of Georgia ("Seller"), and ________________, a ________________ organized and existing under the laws of the state of Georgia ("Purchaser").

The Added Facility and Added Facility Site are set forth in Appendix C hereto.

The Monthly Energy-Based Payments are set forth in Appendix A hereto.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed by their duly authorized representatives on the day and year first above written.

SELLER:

[SELLER]

By: ______________________________

Date: ____________________________

PURCHASER

[PURCHASER]

By: ______________________________

Date: ____________________________

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APPENDIX A

MONTHLY ENERGY-BASED PAYMENT CALCULATION

the Monthly Energy-based Payment (“MEP”) shall be calculated as follows:
MEP = CEP * MDE

Where:
CEP = the Contract Energy Price for each Annual Period shall be **___________________** per kWh in the first Annual Period, increased for each Annual Period thereafter by multiplying the Contract Energy Price for the previous Annual Period by an amount not to be less than zero and notwithstanding the foregoing **_____** per year

MDE = the Monthly Delivered Energy is the amount of Solar Energy, in kWh, delivered by Seller from the Facility to Purchaser at the Point of Delivery during any given Month pursuant to this Agreement.

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APPENDIX B

INSURANCE REQUIREMENTS

1. Commercial general liability insurance in an "occurrence" form or an AEGIS "claims first made" form or equivalent with bodily injury and property damage combined liability limits of not less than one (1) million dollars per occurrence and which shall include specific coverage for broad form contractual liability including Seller's indemnification obligations under this Agreement and a separation of insured provision. All such policies shall provide coverage on an "occurrence" basis; provided, however, that coverage may be provided on a "claims made" basis with the provision of a minimum extended reporting period of five (5) years from the termination of this Agreement. The coverage requirements can be met through any combination of primary insurance and following form excess or umbrella insurance as long as the combined limits meet requirements of this Agreement.
2. All risk property insurance providing coverage for the full replacement value of the Facility, subject to industry standard sublimits. Each Party and its insurers waive any rights of subrogation or recovery of any kind against the other Party.

APPENDIX C

ADDED FACILITY SITE

The Added Facility is ____, estimated to produce ___ kW AC of electric energy.
The Added Facility Site shall be defined as:

A legal description of the Added Facility Site is attached hereto as Attachment 1.

Attachment 1 to Appendix C
Legal Description of Added Facility Site

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APPENDIX D
TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the one-time lump sum payment of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, ____________________ ("Grantor"), its successors and assigns hereby grants, bargains and conveys to ______________________ ("Grantee"), its employees, independent contractors, successors or assigns, a temporary construction easement over and upon the real property depicted on Exhibit "A" attached hereto ("Easement Area").

The purpose of this easement is to permit Grantee to construct the Added Facility. The easement includes the right of ingress and egress over Grantor's property adjacent to the Easement Area as reasonably necessary to access the Easement Area.

Said easement shall be temporary in nature and duration, and shall expire the earlier of two (2) years after the completion of the Added Facility or four (4) years from the date of this easement. Grantor agrees that during the duration of this easement, no act or omission will be committed that will preclude Grantee from the uses permitted herein. Grantee agrees to keep the Easement Area in good order and free of trash and debris. Upon expiration of this easement, Grantee shall remove its personal property other than property used in the Added Facility from the Easement Area and restore same (including points of access) to the condition received other than as occupied by the Added Facility, reasonable wear and tear excepted.

All capitalized terms in this Temporary Construction Easement shall have the meaning assigned in the Solar Energy Procurement Agreement between Grantor and Grantee dated ____________________.

This Agreement is binding on the grantees, heirs, personal representatives, successors and assigns of the Grantor and Grantee.

[Remainder of page left blank intentionally
Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives this __ day of __________, 2016.

GRANTEE:

By: ______________________________

Date: ____________________________

GRANTOR:

By: ______________________________

Date: ____________________________

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APPENDIX E

ACCESS, OPERATIONS AND UTILITY EASEMENT AGREEMENT

This Access, Operations and Utility Easement Agreement (“Agreement”) is made on**________________**, by and between **___________________** (“Grantor”) and **_________________________** (“Grantee”).

R E C I T A L S:

WHEREAS, Grantor is the owner of certain property located at **________________** legally described and depicted on Exhibit “A” (“Property”) attached to and made a part of this Agreement; and

WHEREAS, Grantee desires to locate a solar installation at the Added Facility Site on the Property depicted on Exhibit “A”.

WHEREAS, Grantor and Grantee entered into a Solar Energy Procurement Agreement dated on or about ________________ (“SEPA”); and

WHEREAS, Grantee requires access and utilities over, under and across Grantor property (depicted as “_____________________” on Exhibit “A”) for designing, installing, inspecting, operating, maintaining, repairing, and removing the Added Facility on the Property, performing the Operations as defined in the SEPA, or for otherwise achieving all the purposes set forth in the SEPA; and

WHEREAS, Grantee has requested Grantor grant an Access, Operations and Utility Easement (“Easement”) to use Grantor’s access road and to install, operate and maintain the Added Facility on Grantor’s property (the “Easement Area”).

NOW, THEREFORE, for and in consideration of the covenants contained herein and other valuable consideration, the parties agree as follows:

1. Grant of Easement

Grantor grants, bargains and conveys to Grantee, subject to the terms and conditions set forth below, an Access, Operations and Utility Easement for Grantee, its employees, independent contractors and agents for the purposes of ingress and egress and for constructing, maintaining, operating and repairing utility lines, cables and conduits to and from the Added Facility, and for Grantee to perform installation and maintenance activities associated with the use of the Added Facility and for designing, installing, inspecting, operating, maintaining, repairing, and removing the Added Facility on the Added Facility Site, or for otherwise achieving all the purposes set forth in the SEPA at the Added Facility.

2. Consideration

Grantee shall pay Grantor the sum of Ten Dollars ($10.00), due and payable within ten (10) business days following execution of this Agreement.

3. Term

The term of this Easement shall commence when it is signed by Grantor and Grantee and shall continue for the duration of the SEPA, including any renewals thereof, and shall without any further action on the part of Grantee or Grantor, terminate immediately upon the termination of the Lease.

4. Default

Upon Grantees’ default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantees’ default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may, subject to Section 12.1.5(a) of the Lease, terminate this Agreement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. Assignment

This Agreement may be assigned by Grantee to any lender or affiliate of Grantee without the prior consent of Grantor. Any other assignment of this Agreement may be made only upon written consent of the other Party, such consent not to be unreasonably withheld.

6. Amendment

This Agreement may be modified or amended in whole or in part only by a written instrument executed by Grantor and Grantee.

7. Entire Agreement

This Agreement and the exhibits to this Agreement contain all the representations and the entire Agreement between Grantor and Grantee. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement.

8. Miscellaneous

8.1 Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

8.2 Severability. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement. A court shall enforce all provisions of the Agreement, which are not invalid.

8.3 Memorandum of Lease A Memorandum of Lease with Easements shall be filed in substantially the form contained in Exhibit "B" attached hereto shall be recorded in the records of the Clerk of the Superior Court of _____________ County.

[Remainder of page left blank intentionally
Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

GRANTEE:

[SELLER]

By: ______________________________

Date: ____________________________

GRANTOR

[PURCHASER]

By: ______________________________

Date: ____________________________

Exhibit A

Exhibit B

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") made effective as of __________, _____ by and between _______________________, a ____________________, (hereinafter referred to as "Landlord") and ___________________, a __________________ (hereinafter referred to as "Tenant");

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Premises. Subject to the terms and conditions of that certain Lease Agreement by and between the parties hereto dated and effective ________, _____ (the "Lease"), all of which terms and conditions are incorporated herein by reference, Landlord has leased and by these presents does hereby lease to Tenant and Tenant has leased and by these presents does hereby lease from Landlord that certain property described on Exhibit "A" attached hereto (hereinafter, together with the rights and benefits appurtenant thereto and described herein, collectively referred to as the "Premises").

Term. The term of the Lease shall commence ________, _____ and terminate as of the date twenty (20) years after the Commercial Operation Date, as defined in the Lease, subject however, to Tenant's rights to renew the term thereof for up to twenty (20) additional years pursuant to renewal options contained in the Lease.

Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

Miscellaneous. This Memorandum is to be construed in accordance with and to be governed by the laws of the State of Georgia. All capitalized terms used herein shall have the same meaning designated for such terms as in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed under seal, as of the date first above written.

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LANDLORD:

Signed, sealed and delivered in the presence of:

By: ____________________________

Date: __________________________

______
Unofficial Witness

______
Notary Public

My Commission Expires:____

[NOTARY SEAL]

TENANT

Signed, sealed and delivered in the presence of:

By: ________________________,
Its: ____________________

______
Unofficial Witness

______
Notary Public

My Commission Expires:____

[NOTARY SEAL]

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<u>EXHIBIT "A"</u>
(Description of Premises)

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APPENDIX F

SOLAR ACCESS EASEMENT

THIS SOLAR ACCESS EASEMENT AGREEMENT ("Solar Access Agreement") is made and entered into as of _______________ ("Effective Date"), by and between ______________________ ("Grantor"), and ________________________ ("Grantee").

WHEREAS, the Grantor supports and encourages the development of solar power as an energy source; and

WHEREAS, the Grantor and Grantee are parties to a certain Solar Energy Procurement Agreement dated _______________ (the "SEPA"); and

WHEREAS, the Grantee wishes to develop the Added Facility identified in Appendix C to the SEPA and included herein by reference; and

WHEREAS, the successful generation of solar energy is dependent upon sufficient access to direct sunlight and insolation of the Added Facility; and

WHEREAS, in recognition of the economic and environmental benefits of solar energy use, the Grantor and Grantee desire to provide for the preservation of solar access and insolation of the Added Facility; and

WHEREAS, to accomplish the preservation of solar access and insolation of the Added Facility, the Grantor and Grantee desire to impose a limited easement on the Grantor's property, identified in Exhibit A ("Shade Restricted Property") and included herein by reference, that provides solar access and insolation protection upon the ownership, use, and occupation of the Added Facility as described in this Solar Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Solar Access Agreement as follows:

1. Definitions

A. Structure: Any new building, addition to an existing building or any other object or structure that may obstruct sunlight.

B. Restricted Vegetation: A tree or other vegetation which generally tends to block a high level of the sun's rays, whether existing or not at the effective date of this Solar Access Agreement.

C. Solar Height Restriction: A distance as measured from the closest portion of the Added Facility to the closest portion of the Structure and/or Restricted Vegetation as applicable, divided by three (3).

2. Grant of Easement. The Grantor grants, bargains and conveys to Grantee and its assigns, the right to unobstructed solar access and insolation in accordance with this Solar Access Agreement. For the term of this Solar Access Easement the Grantor shall not build, install, or otherwise allow a structure to be built or installed or allow Restricted Vegetation on the Shade Restricted Property identified in Exhibit A that would cast shade at the Added Facility as provided under this Solar Access Agreement.

3. Solar Access Requirements

A. No Structure shall be allowed within the Shade Restricted Lots which exceeds the Solar Height Restriction. For example, a Structure to be built ninety (90) feet from the Added Facility would have a maximum allowable height of thirty (30) feet.

B. No Restricted Vegetation shall be allowed within the Shade Restricted Property which exceeds the Solar Height Restriction. For example, any Restricted Vegetation planted

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ninety (90) feet from the Added Facility would have to be maintained at a maximum height of thirty (30) feet.

C. Trees that exist at the time this Solar Access Agreement is executed shall be made to conform no later than the Effective Date of this Solar Access Agreement.

D. Each separate Structure and item of Restricted Vegetation shall have its solar setback individually calculated.

4. Term of Solar Access Agreement. This Solar Access Agreement shall be in effect for the duration of the SEPA and all renewals thereof.

5. Invalidity and Force Majeure. The parties hereto agree that if any part, term, portion, or provision of this Solar Access Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Solar Access Agreement did not contain the invalidity.

The failure of performance of the construction obligations and conditions on behalf of Grantor pursuant to this Solar Access Agreement resulting from acts of God, war, act or incidence of terrorism, civil insurrection or riot shall not be a breach or an event of default of Grantor pursuant to this Solar Access Agreement.

6. Complete Agreement. The parties agree that this writing is the complete Agreement between the parties, and that there are no promises, representations or understandings not expressly set forth herein. This Solar Access Agreement can only be modified in a writing, signed by both parties.

7. Binding Effect. Except as specifically stated herein, the parties agree that the easements, conditions and restrictions of this Solar Access Agreement shall run with and be binding upon the Shade Restricted Property and shall inure to the benefit of, and be enforceable by, the Grantee and its successors and assigns, for the term of this Solar Access Agreement and be binding upon the Grantor and its, successors and assigns.

8. Acceptance by Future Owners. Upon the acceptance of any deed or other conveyance transferring any interest in a Shade Restricted Property to any third party ("Future Owner"), the grantee of such deed or conveyance shall be deemed to agree that:

A. Future Owner reads and understands this Solar Access Agreement, and agrees to abide and be bound by each of this easement and any covenants and restrictions set forth herein and all default and enforcement rights provided herein;

B. Such Future Owner shall promote compliance with this easement; and

C. This easement is reasonable in all respects and is and shall remain fully enforceable as stated herein and notwithstanding any less restrictive or inconsistent provision of any otherwise applicable federal, state or local law, rule, regulation or ordinance.

9. Violation of Solar Height Restriction. If Grantee determines that this Solar Access Agreement is being and/or has been violated or that a violation is threatened or imminent then the provisions of this Section will apply:

A. Grantee must notify the Grantor and/or Future Owner of the violation. Grantee's notice may include its recommendations of measures to be taken by the Grantor or Future Owner to cure the violation and restore features of the Shade Restricted Lot to conform with the Solar Height Restriction.

B. The Grantor's or Future Owner's cure period expires thirty (30) days after the date of Grantee's notice to the City and/or Future Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

(i) The Grantor or Future Owner cease the activity constituting the violation promptly upon receipt of Grantee's notice;
(ii) The Grantor or Future Owner and Grantee agree, within the initial thirty (30) day period, upon the measures the Grantor or Future Owner will take to cure the violation;
(iii) The Grantor or Future Owner commence to cure within the initial thirty (30) day period; and
(iv) The Grantor or Future Owner continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm, including without limitation economic harm, to the Solar Farm due to an alteration to any feature which violates the Solar Height Restriction of a Shade Restricted Property.

10. Remedies. Upon expiration of the cure period (if any) described in the preceding Section, Grantee may, in addition to other remedies available at law or in equity, compel the Grantor or Future Owner to restore a Shade Restricted Property into compliance with the Solar Height Restrictions by exercising any one or more of the following remedies:

A. Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Solar Access Agreement; to restrain present or future violations of this Solar Access Agreement; and/or to compel restoration of any violated Solar Height Restriction.

B. Civil Action. Recover from the Grantor or Future Owner all sums owing to Grantee under applicable provisions of the SEPA together with interest thereon from the date due. These monetary obligations include, among others, economic losses and litigation expenses.

C. Self-Help. Enter the applicable Shade Restricted Property to prevent, mitigate further damage and/ or restore the Solar Height Restriction to the Shade Restricted Property in violation of this Solar Access Agreement at the sole cost and expense of the Grantor or Future Owner as applicable, which shall include without limitation demolition of any structure constructed in violation of the Solar Access Agreement and removal of Restricted Vegetation allowed to grow in violation of the Solar Access Agreement.

11. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

12. Notices. Any notices required herein shall be sent in the U.S. Mail, either registered or certified, return receipt requested, to the parties at the following addresses and shall be deemed given three days after sent:

In the case of the Grantor to:

In the case of the Grantee to:

Cherry Street Energy
3414 Peachtree Road, Suite 990
Atlanta, GA 30342
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 3100, 1230 Peachtree Street
Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

IN WITNESS WHEREOF, the parties have executed this Solar Access Agreement the day and year first above written.
[Remainder of page left blank intentionally
Signature pages to follow]

GRANTEE:

[SELLER]

By: ______________________________

Date: ____________________________

GRANTOR

[PURCHASER]

By: ______________________________

Date: ____________________________

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Exhibit A

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APPENDIX G

LIENS AND ENCUMBRANCES