



Development Authority of Dawson County
Special Called Meeting
9:00 AM
June 12, 2020
Remote Meeting via Videoconference

Call to Order	Tony Passarello
Announcements	Tony Passarello
Approval of the Quorum & Attendance	Tony Passarello
Approval of the Agenda	Tony Passarello
Old Business	Tony Passarello
New Business	Tony Passarello
1. Peaks of Dawsonville Presentation- Landbridge Development	
2. Resolution: Consideration of Resolution for Peaks of Dawsonville Bond Financing	
3. Resolution: Consideration of Resolution of Support for Application for EDA CARES Act Recovery Assistance Funding	
Adjourn	Tony Passarello



EXECUTIVE SUMMARY

PEAKS OF DAWSON REVENUE BOND

Abstract

Background and process considerations for revenue bond inducement for 'living wage' housing in Dawson County

Tony Passarello & Betsy McGriff

Executive Summary

Peaks of Dawson

The Project consists of the acquisition, construction, furnishing and equipping of an approximately 80-unit multifamily housing project, consisting of one, two and three bedroom apartments, to be located at 65 N. 400 Center Lane, Dawsonville, GA 30534. (see attached maps) The developers of the Project are RHG GP Management and Landbridge Development, 7000 Peachtree Dunwoody Road, Suite 4-100, Atlanta, GA 30328. The apartments specify “living wage” set asides to fill a current need in Dawson County workforce housing. Landbridge Development specializes in similarly targeted affordable housing in five Southeastern States including 14 throughout Georgia. You can view samples of their previous projects by visiting: <https://landbridgedevelopment.com/>

The property was re-zoned for Multifamily housing and approved with certain stipulations by Dawson County Board of Commissioners in 2019.

Landbridge Development’s request is that the Development Authority of Dawson County (DADC) issue revenue bonds to finance the acquisition, construction, installation and equipping the project. The total value of the revenue bond is not to exceed \$10 million. The project is targeted to begin in 1st quarter 2020.

The ability to issue revenue bonds is covered under Georgia statute for the DADC. It permits issuance for any projects that promotes trade, economic development, commerce, employment opportunities and promote general welfare for our counties citizens. Workforce housing provides workers within Dawson County with reasonably priced housing thereby allowing industry to locate and function within the County. These types of revenue bonds do not create any liability for the DADC, Dawson County or the State. The bonds, once issued by a third party financial entity, do not involve the DADC in debt collection, service payments or the project monitoring whatsoever.

Executive Summary

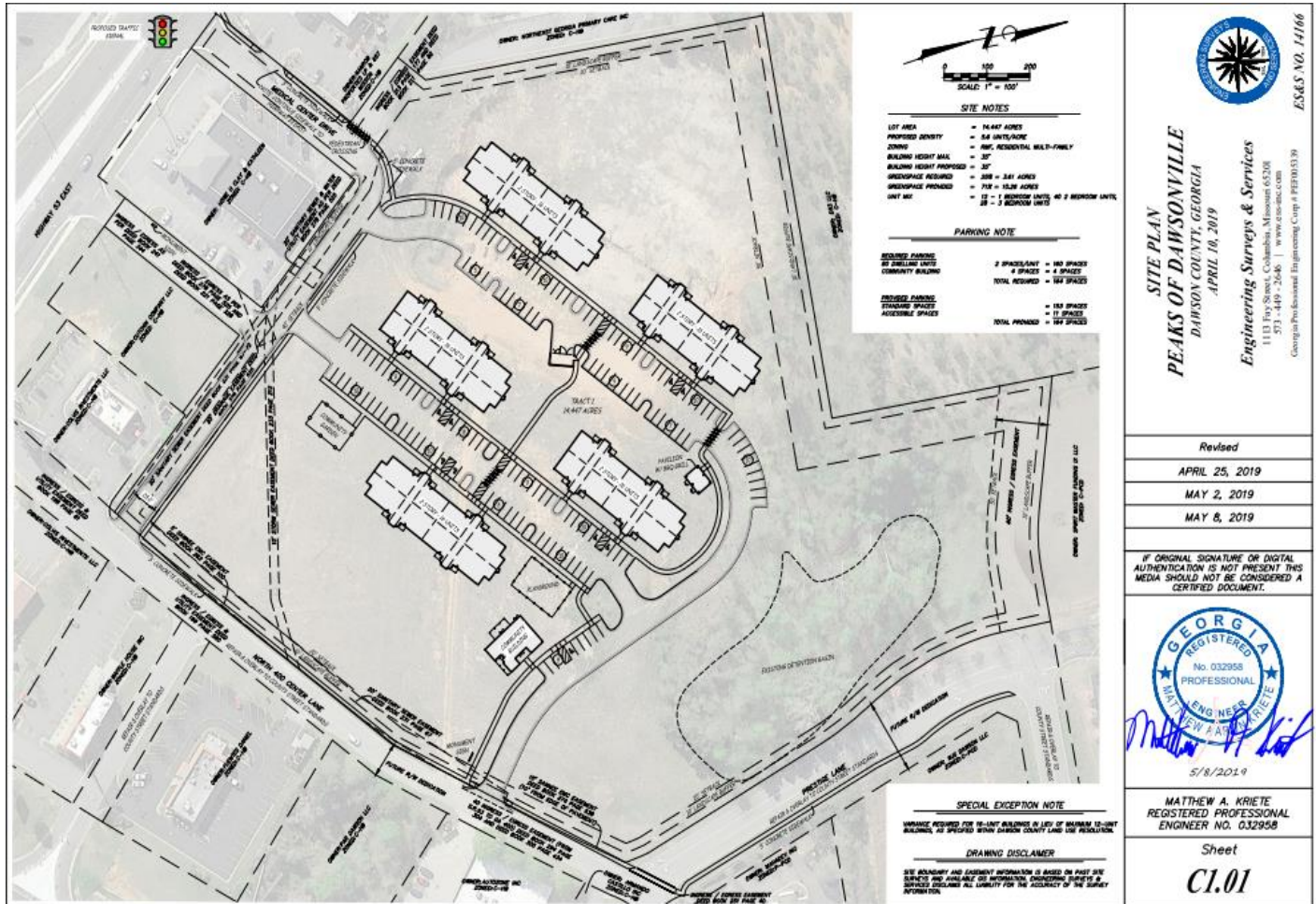
Background:

- 1) Site Location: 65 N. 400 Center Lane, Dawsonville, Georgia 30534



Executive Summary

2) Site Plan:



Executive Summary

3) Rent to Income (AMI- Area Median Income and Amenities)

Development Plan:

The project site is located 65 N. 400 Center Lane, Dawsonville, Unincorporated Dawson County, GA 30534. A site plan is provided under Tab 2.

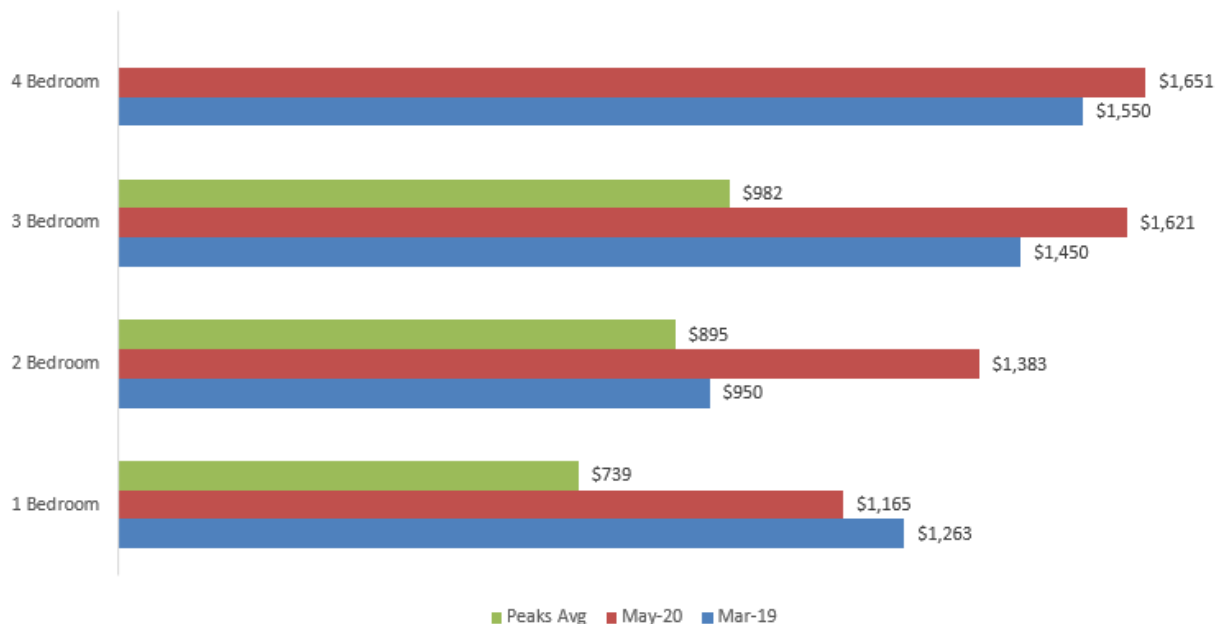
Property Location: Tax I.D. #113 085
 Zoning: RMF, Residential Multi-Family
 Project Size: 80 units on ±14.447 acres (5.6 units per acre)
 Set Aside: 21% at 50% AMI and 79% at 60% of AMI

Type	No.	Size (SF)	Rent
1BR/1BA @ 50%	3	823	\$630
1BR/1BA @ 60%	9	823	\$775
2BR/2BA @ 50%	8	916	\$755
2BR/2BA @ 60%	32	916	\$930
3BR/2BA @ 50%	6	1,160	\$860
3BR/2BA @ 60%	22	1,160	\$1,015
Total	80	78,996	

Project Amenities: Community building, wellness center, fenced community gardens, covered pavilion with picnic/barbecue facilities, and playground.

Unit Amenities: Fully equipped kitchen, washer/dryers, patio/balcony with storage, energy efficient central heat and air, smoke detectors, and cable television and high-speed internet access connections.

Dawson County Rental Rates



Executive Summary

4) Community Housing Environment

a. Extremely limited supply of 'living wage' rent property:

The median gross income for households in Dawson County is \$56,943 a year, or \$4,745 a month. The median rent for the county is \$976 a month.

Households who pay more than thirty percent of their gross income are considered to be Rent Overburdened. In Dawson County, a household making less than \$3,253 a month would be considered overburdened when renting an apartment at or above the median rent. **39.66%** of households who rent are overburdened in Dawson County.

b) Average salary by profession

Occupation	Average Annual Earnings
Educator	\$46,573
Law Enforcement	\$35,739
Fire Services	\$46,667

Source: Indeed Salary Survey Data

Executive Summary

d. Affordable rent by income (AMI)

Hourly Wage	Monthly Wage	Annual Salary	Affordable Payment (Monthly 30%)	Mortgage	
\$7.25	\$1,160	\$14,500	\$363	\$50,750	
\$8	\$1,280	\$16,000	\$400	\$56,000	
\$10	\$1,600	\$20,000	\$500	\$70,000	Retail Avg
\$12	\$1,920	\$24,000	\$600	\$84,000	Per Capita Income
\$14	\$2,240	\$28,000	\$700	\$98,000	
\$16	\$2,560	\$32,000	\$800	\$112,000	
\$18	\$2,880	\$36,000	\$900	\$126,000	
\$20	\$3,200	\$40,000	\$1,000	\$140,000	Manuf Avg
\$22	\$3,520	\$44,000	\$1,100	\$154,000	
\$24	\$3,840	\$48,000	\$1,200	\$168,000	
\$26	\$4,160	\$52,000	\$1,300	\$182,000	
\$28	\$4,480	\$56,000	\$1,400	\$196,000	Median Income
\$30	\$4,800	\$60,000	\$1,500	\$210,000	
\$32	\$5,120	\$64,000	\$1,600	\$224,000	
\$34	\$5,440	\$68,000	\$1,700	\$238,000	Average Home Sales Price
\$36	\$5,760	\$72,000	\$1,800	\$252,000	
\$38	\$6,080	\$76,000	\$1,900	\$266,000	
\$40	\$6,400	\$80,000	\$2,000	\$280,000	
\$42	\$6,720	\$84,000	\$2,100	\$294,000	
\$44	\$7,040	\$88,000	\$2,200	\$308,000	
\$46	\$7,360	\$92,000	\$2,300	\$322,000	
\$48	\$7,680	\$96,000	\$2,400	\$336,000	
\$50	\$8,000	\$100,000	\$2,500	\$350,000	



Dawson County Data	
Per Capita Income	\$25,557
MFG Avg Ann Wage	\$42,120
Retail Avg Ann Wage	\$21,684
Median Income	\$56,973

Executive Summary

Evaluation Worksheet

DAWSON COMMUNITY STAKEHOLDERS	PROs	CONS	NEUTRAL

RESOLUTION OF THE DEVELOPMENT AUTHORITY OF DAWSON COUNTY APPROVING IN PRINCIPLE THE ISSUANCE OF ITS REVENUE BONDS HAVING A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, TO FINANCE ALL OR A PART OF THE COST OF A CAPITAL PROJECT IN DAWSON COUNTY, GEORGIA AND AUTHORIZING THE EXECUTION OF A LETTER OF INTENT AND INDUCEMENT AGREEMENT, AND FOR ANY RELATED PURPOSES.

WHEREAS, the Development Authority of Dawson County (the “**Issuer**”) is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1, *et seq.*, as amended (the “**Act**”); the Act provides that the Issuer is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within Dawson County, Georgia (the “**County**”) and is authorized by the Act to issue its revenue bonds to finance land, buildings and related personal property, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*); and

WHEREAS, the Issuer has been informed by Peaks of Dawsonville, LP, a limited partnership organized under the laws of the State of Georgia (the “**Company**,” which term shall include a person or persons, or entity or entities to which the rights of the Company under the Letter of Intent and Inducement Agreement attached hereto as Exhibit A may be assigned), that the Company desires for the Issuer to issue its revenue bonds (the “**Bonds**”) in one or more series in an aggregate principal amount not to exceed \$10,000,000 (hereinafter called the “**Maximum Bond Amount**”) to finance a part or all of the costs of a capital project (the “**Project**”) described on the “Project Summary” attached hereto and incorporated herein by reference (the “**Project Summary**”); and

WHEREAS, the Company has requested that the Issuer express its official intent to issue the Bonds for the Project in order to permit proceeds of the Bonds to be used to reimburse original expenditures made prior to the issuance of the Bonds, as permitted by federal income tax regulations §1.150-2 (the “**initial expression of official intent**”); and

WHEREAS, the Issuer has been advised that the Company expects the Project to create new full-time jobs in the County and will otherwise have a favorable impact on the welfare of the County; and

WHEREAS, the Project, being a project that will promote private sector employment in the County, may be financed under the Act; and

WHEREAS, after careful study and investigation of the nature of the Project, the Issuer hereby finds and determines that the Project may be financed as a “project” as defined in O.C.G.A. § 36-62-2(6)(N) (and not as a “project” described in O.C.G.A. § 36-62-2(6)(J) or in any other provision of the Development Authorities Law defining the term “project” or authorizing “projects”), and that the Project will promote the objectives of the Act and will provide employment opportunities in the County; the Issuer further specifically finds and determines that the Project will develop and promote trade, commerce, industry, and employment opportunities

for the public good and the general welfare and will promote the general welfare of the State of Georgia (the “**State**”) and that the Project and the issuance of the Bonds to finance all or a part of the cost thereof will be in the public interest of the inhabitants of the County and of the State and will be in furtherance of the public purposes for which the Issuer was created and is existing, as provided in the Act; and

WHEREAS, under the Act, the Issuer may issue the Bonds to pay costs of planning, development, acquisition, construction, equipping and carrying out of the Project; under the Act, and as determined by the Issuer, the Issuer may loan the proceeds of the Bonds to the Company utilizing a loan agreement and the Company would make periodic loan payments at the times and in the amounts required to pay the principal of, the redemption premium (if any), and the interest on the Bonds; and

WHEREAS, in view of the need to place the Project in operation as soon as possible and other factors, the Company desires to make expenditures, or to cause the Issuer to make expenditures with moneys advanced by the Company, relating to the Project prior to the issuance of the Bonds, which the Company desires to have reimbursed with proceeds of the Bonds and wishes to obtain assurances from the Issuer that, upon satisfaction of all requirements of law and other conditions imposed by the Issuer as specified in the Letter of Intent and Inducement Agreement that is approved hereby, the Bonds will be issued and sold and the proceeds therefor will be made available to finance the costs of the Project, to the extent of such proceeds, and to reimburse the Company for expenditures relating to the Project that are made prior to the issuance of the Bonds; and

WHEREAS, for purposes of Section 1.150-2 of the federal income tax regulations, this resolution is intended to express the official intent of the Issuer to issue the Bonds to pay costs of the Project and to reimburse costs of the Project incurred prior to the issuance of the Bonds; and

WHEREAS, the Company has requested that the Issuer express its willingness to issue the Bonds to finance the Project, and the Issuer has determined that it is in the best interest of the inhabitants of the County that the Project be carried out and that the planning, development, acquisition, equipping and carrying out thereof proceed without delay; and

WHEREAS, in order further to provide inducement for the Company to establish or expand its facilities in the County, it is desirable for the Issuer to approve and authorize the execution of the Letter of Intent and Inducement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Development Authority of Dawson County as follows:

1. Recitals. The foregoing recitals are incorporated in the body of this resolution by this reference.
2. Authorization. In order to induce the Company to proceed with the Project and to indicate the Issuer’s willingness to issue the Bonds to finance the Project, in whole or in part, the execution and delivery to the Company of a Letter of Intent and Inducement Agreement is hereby

authorized. Such Letter of Intent and Inducement Agreement shall be executed by the Chairman or Vice Chairman of the Issuer in substantially the form attached hereto as Exhibit A, subject to such changes, corrections, insertions, and omissions as may be approved by the Chairman or Vice Chairman of the Issuer, with the advice of Issuer's counsel, and the execution of such instrument by the Chairman or Vice Chairman of the Issuer as herein authorized shall be conclusive evidence of such approval. The Chairman, Vice Chairman and other Directors and officials of the Issuer are hereby authorized to take any and all further action and to execute and deliver any and all other documents as may be necessary or appropriate to authorize, issue, and deliver the Bonds and to effect the undertaking for which the Bonds are proposed to be issued.

3. Issuance and Sale of Bonds. Subject to the conditions set forth in the Letter of Intent and Inducement Agreement, the Issuer will authorize the issuance of and will sell and issue the Bonds, in one or more series, in an aggregate principal amount not to exceed the Maximum Bond Amount. The Bonds shall be issued under, and in accordance with, the applicable laws of the State of Georgia, including the Act and the Revenue Bond Law, in an aggregate principal amount necessary to finance, to the extent of the Maximum Bond Amount, the cost of planning, development, acquisition, construction, equipping and carrying out of the Project and the expenses incidental thereto, including costs of issuance of the Bonds, upon such lawful terms and conditions as may be agreed upon by the Issuer, the Company, and the purchaser or purchasers of the Bonds. The Issuer finds, intends, and declares that the Letter of Intent and Inducement Agreement, when executed by the Issuer and the Company, will constitute a binding commitment on the part of the Issuer to issue the Bonds, subject, however, to the conditions set forth in the Letter of Intent and Inducement Agreement.

4. Pre-issuance Expenditures. The Company may, from time to time as it may deem necessary prior to the issuance of the Bonds, make expenditures with respect to the planning, development, acquisition, construction, installation, equipping and carrying out of the Project or advance to the Issuer funds for such purpose. Any such funds so advanced shall be kept by the Issuer in a separate bank account or accounts to be opened by it, or its designee. The Company will be responsible, as principal and not as agent for the Issuer, for the acquisition, construction and/or installation of the Project. Amounts so expended by the Company or advanced by the Company to the Issuer, shall be repaid to the Company by the Issuer, but solely from proceeds of the Bonds, if and when the same are issued and delivered.

5. Official Intent. For purposes of Section 1.150-2 of the federal income tax regulations, this resolution is intended to express the official intent of the Issuer to issue the Bonds to pay costs of the Project and to reimburse costs of the Project incurred by the Company or incurred by the Issuer prior to the issuance of the Bonds.

6. Counsel Appointment. Butler Snow LLP, bond counsel to the Company, shall serve as Bond Counsel for the issuance of the Bonds; its fees and expenses are to be paid by the Company or from proceeds of the Bonds. Stewart Melvin & Frost LLP, as counsel to the Issuer, shall serve as Issuer's Counsel for the issuance of the Bonds; its fees and expenses are to be paid by the Company or from proceeds of the Bonds. Coleman Talley LLP or other counsel to the Company reasonably acceptable to the Issuer shall provide a standard and customary corporate and enforceability legal opinion in connection with the issuance of the Bonds.

7. Public Approval. The proper directors, members, officers, employees and agents of the Issuer are further hereby authorized to publish a notice of and hold a public hearing with respect to the proposed issuance of the Bonds for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and to seek approval by the County of the proposed issuance of the Bonds in accordance with Section 147(f) of the Code.

8. Application for Bond Allocation. The Issuer is authorized to apply for bond allocation from the Georgia Department of Community Affairs in accordance with the application procedures applicable thereto.

9. Effective Date. This resolution shall take effect immediately upon its adoption.

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DULY ADOPTED this 12th day of June, 2020.

**DEVELOPMENT AUTHORITY OF
DAWSON COUNTY**

By: _____
Chairman

(SEAL)

ATTEST

Secretary

PROJECT SUMMARY

The Project consists of the acquisition, construction, furnishing and equipping of an approximately 80-unit multifamily housing project, consisting of one, two and three bedroom apartments, to be located at 65 N. 400 Center Lane, Dawsonville, Dawson County, Georgia.

EXHIBIT A

LETTER OF INTENT AND INDUCEMENT AGREEMENT

To: Peaks of Dawsonville, LP
c/o Landbridge Development
7000 Peachtree Dunwoody Road
Suite 4-100
Atlanta, Georgia 30328

RE: Proposed Financing of Project in Dawson County, Georgia

Ladies and Gentlemen:

The Development Authority of Dawson County (the “**Issuer**”) is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1, *et seq.*, as amended (the “**Act**”). The Act provides that the Issuer is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within Dawson County, Georgia (the “**County**”) and is authorized by the Act to issue its revenue bonds to finance land, buildings and personal property, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*).

The Issuer has been informed by Peaks of Dawsonville, LP, a limited partnership organized under the laws of the State of Georgia (the “**Company**,” which term shall include a person or persons, or entity or entities to which the rights of the Company under this agreement may be assigned), that the Company desires for the Issuer to issue its revenue bonds (the “**Bonds**”) in one or more series in an aggregate principal amount not to exceed \$10,000,000 (hereinafter called the “**Maximum Bond Amount**”) to finance all or a part of the costs of a capital project (the “**Project**”) described on the “Project Summary” attached hereto and incorporated herein by reference (the “**Project Summary**”).

The Issuer has been advised that the Company expects the Project to create new full-time jobs in the County and will otherwise have a favorable impact on the welfare of the County.

The Project constitutes a “project” under the Act, which may be financed under the Act.

After careful study and investigation of the nature of the Project, the Issuer found and determined that the Project will promote the objectives of the Act and will provide employment opportunities in the County. The Issuer further specifically determined that the Project will develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare and will promote the general welfare of the State of Georgia (the “**State**”) and that the Project and the issuance of the Bonds to finance all or a part of the cost thereof will be in the public interest of the inhabitants of the County and of the State and will be in furtherance of the public purposes for which the Issuer was created and is existing, as provided in the Act.

For purposes of Section 1.150-2 of the federal income tax regulations, the Issuer has expressed its official intent to issue the Bonds to pay costs of the Project and to reimburse costs of the Project incurred prior to the issuance of the Bonds.

Accordingly, in order to induce the Company to locate or expand the Project in the County and to operate, or cause to be operated, and continue to operate, the Project and in order to carry out the public purposes for which the Issuer was created and exists, the Issuer hereby makes the following proposals which, if accepted by the Company in writing as hereinafter provided, shall constitute an agreement having the following terms:

1. The Issuer will issue the Bonds, in one or more series or sub-series, having an aggregate principal amount not to exceed the Maximum Bond Amount for the purpose of providing funds to pay or reimburse the costs, in whole or in part, as the Company may determine, of the planning, development, acquisition, construction, equipping and carrying out of the Project, including the cost of issuing the Bonds.

2. The Company shall be responsible for the arrangements pertaining to the sale of the Bonds. The Bonds, or any series thereof, shall be sold under a bond purchase agreement (each, a “**Bond Purchase Agreement**”) to be executed by the Issuer, the Company and the original purchaser(s) or underwriter(s) of such Bonds (the “**Bond Purchaser**”), provided that all terms and conditions of the Bond Purchase Agreement must be satisfactory to the Company, the Issuer and the Bond Purchaser in their absolute discretion. The Bonds may be, but (unless sold in a public offering) are not required to be, issued under a trust indenture (an “**Indenture**”). The Bonds may be, but are not required to be, issued as a single Bond. Any such single Bond may be issued in the form of a draw-down obligation subject to any applicable limitations under federal tax law, providing for the Bond Purchaser to make a disbursement at the closing of the Bond issue of a portion of maximum principal amount of the Bond (the initial principal balance of the Bond being equal to such disbursement) and for subsequent disbursements (which will increase the principal balance of the Bond) from time to time as funds are needed to pay costs of the Project. The terms of the Bonds (principal amortization, final maturity, interest rate(s), redemption provisions, and other terms) shall be as provided for in the resolution of the Issuer authorizing the issuance of the Bonds (the “**Bond Resolution**”), in the Bond Purchase Agreement, in the Indenture, if any, or in a combination of the foregoing and shall be reflected in the form of the Bonds. The Bonds shall be issued and sold by the Issuer at such price and upon such terms as shall be provided in the Bond Purchase Agreement.

3. Simultaneously with the delivery of the Bonds and as determined by the Issuer, the Issuer would loan the proceeds of the Bonds to the Company utilizing a loan agreement and the Company’s installment note. The Company would make periodic loan payments at the times and in the amounts required to pay the principal of, the redemption premium (if any), and the interest on the Bonds as the same become due and payable (after giving credit to other amounts for such purpose). The loan agreement and any related deed to secure debt, mortgage or security agreement (collectively, the “**Basic Security Documents**”) shall contain terms and provisions substantially of the type normally included in loan agreements, as applicable, between “conduit” bond issuers and users of bond-financed property.

4. The Company may not transfer the Project or its interests and rights under the Basic Security Documents without the prior written consent of the Issuer, except as otherwise provided in the Basic Security Documents.

5. The Company shall pay all taxes and assessments, if any, which may be lawfully levied or assessed upon the Company, the Issuer, the Project, or the payments under the Basic Security Documents, but shall be entitled to contest such taxes or assessments so long as such contest does not expose the Project or the revenues received by the Issuer under the Basic Security Documents to risk of loss.

6. The Company shall pay utility charges for utilities used at the Project and shall keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the business of the Company and shall carry public liability insurance covering personal injury, death, or property damage with respect to the Project, in amounts and with deductibles approved by the Issuer, but it may be self-insured to the extent permitted by the Issuer in the Basic Security Documents.

7. The obligation of the Company to make all payments required under the Basic Security Documents shall be absolute and unconditional upon the issuance and delivery of the Bonds. The obligations of the Company under the Basic Security Documents shall be secured in a manner as shall be agreed upon by the Issuer, the Company and the Bond Purchaser.

8. Simultaneously with the delivery of the Bonds, the Company, or another person or entity, shall, if required by the Bond Purchase Agreement, and if such person or entity shall consent thereto, execute a guaranty agreement in favor of the Bond Purchaser or, if an Indenture is used, such guaranty may be in favor of the trustee for the Bonds, or if the Bonds are secured by a letter of credit or other credit enhancement, such guaranty may be in favor of the issuer of the credit enhancement, pursuant to which the guarantor or guarantors shall absolutely and unconditionally guarantee the Issuer's obligations under the Bonds or the obligations of the Company under the Basic Security Documents or under documents pertaining to any such letter of credit or other credit enhancement.

9. The Bond Resolution, Indenture (if any) and Bond Purchase Agreement shall contain terms and provisions of the type generally utilized in connection with such financial undertakings, as agreed upon by the Issuer, by the Bond Purchaser and by the Company. The Issuer shall pledge, assign, and grant, subject to certain retained and unassigned rights, a security interest to the Bond Purchaser, to the trustee (if an Indenture is used) or to the issuer of any credit enhancement (in the case of a letter of credit or credit enhancement) in the Issuer's right, title, interest, and remedies in and to the Basic Security Documents, as security for its obligations under the Bonds. The Issuer shall further secure its obligations under the Bonds in a manner as shall be agreed upon by the Issuer, the Company, and the Bond Purchaser. The Bonds, the Bond Resolution and Indenture (if any) shall provide that in the performance of the covenants contained therein on the part of the Issuer, any obligations the Issuer may incur for the payment of money shall not be a general obligation on its part, but shall be a special or limited obligation payable solely from the specific payments received under the Basic Security Documents or from Bond proceeds, foreclosure proceeds, title insurance proceeds, casualty insurance proceeds, condemnation awards,

or other proceeds collected under the Basic Security Documents, or from security for the Company's obligations under the Basic Security Documents, or from security otherwise pledged to the payment of debt service on the Bonds or from a combination of such sources. Neither the faith and credit nor the taxing power of the County, the State, or any political subdivision thereof, nor the faith and credit of the Issuer is pledged to the payment of the principal (or prepayment price) of or interest on the Bonds. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Bond Documents, except only to the extent amounts are received for the payment thereof from the Borrower under the Bond Documents.

10. The Company shall be responsible for the financing and carrying out of the Project, and the Company, in accepting this agreement, hereby agrees to perform all acts needed in connection with the financing and carrying out of the Project.

11. The Issuer shall, upon the request of the Company, permit the financing and carrying out of the Project by the Company to begin and to continue prior to the issuance and delivery of the Bonds. Contracts or other documents for the financing and carrying out of the Project may be let by the Company.

12. The Issuer and the Company shall assist in the prompt preparation by Bond Counsel of the Bond Resolution, the Bond Purchase Agreement, the Basic Security Documents, any Indenture, any guaranty agreement and any related financing documents (collectively called the "**Bond Documents**"), and any related documents needed to carry out the financing.

13. Upon the issuance and delivery of the Bonds, the agreement resulting from the Company's acceptance of this agreement shall have no further effect, and in the event of any inconsistency between the terms of this agreement and the terms of the Bond Documents, the provisions of the Bond Documents shall control.

14. If for any reason the Bonds are not issued and delivered by the Issuer on or before December 31, 2021, then the provisions of this agreement and the agreement resulting from its acceptance by the Company shall, at the option of any party to be evidenced in writing, be canceled, and no party shall have any rights against the other, and no third parties shall have any rights against any party. If for any reason the Issuer or its counsel has not received a duplicate original of this Letter of Intent and Inducement Agreement, with the acceptance hereof signed by the Company, by 5:00 o'clock p.m., Dawson County, Georgia, time, on July 1, 2020, then this Letter of Intent and Inducement Agreement shall expire and the Issuer shall have no obligation to the Company as a result of the resolution that authorized this Letter of Intent and Inducement Agreement or under its proposed provisions.

15. The Company agrees to pay the Issuer's normal financing fee in connection with the issuance of bonds, unless the Issuer agrees to waive or reduce such fee, as detailed in the Bond Documents. This fee shall not exceed the amount allowed under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision. In the event that this fee is determined to be in excess of the amount allowed by Section 148 of the Code or any successor provision, the amount of such fee shall be reduced by such amount or shall be paid in

such installments, at the option of the Issuer, so that such fee shall not exceed the amount allowed by Section 148 of the Code or any successor provision. The Borrower further agrees to pay the reasonable costs of computer or other accounting and mathematical services in order to ascertain that such fee does not exceed the amount allowed by Section 148 of the Code or any successor provision, if such services are deemed necessary by the Issuer, its counsel, or nationally recognized bond counsel.

16. The Company shall bear all costs incurred by the Issuer pursuant to this agreement resulting from the Company's acceptance of this agreement if the Bonds are not issued or sold.

17. The Issuer's willingness to issue the Bonds and to enter into the agreement resulting from the Company's acceptance of this agreement is based on the Issuer's knowledge of the Company and the Project as of the date of this agreement. In the event materially adverse information about the Company (or any assignee of the Company's rights hereunder) or the Project should come to the attention of the Issuer prior to the issuance of the Bonds which, in the reasonable judgment of the Issuer, makes it unwise to proceed with the issuance of the Bonds, the Issuer shall so advise the Company (or the Company and any assignee of the Company's rights hereunder) in writing, whereupon the agreement resulting from the Company's acceptance of this agreement shall terminate and be of no further force and effect.

18. At any time prior to the issuance and delivery of the Bonds, the Company (or any assignee of the Company's rights hereunder) may, at its option, and upon written notice to the Issuer, direct the Issuer not to issue the Bonds and terminate this agreement provided that such termination shall not terminate the Company's or any such assignee's obligations that are stated in this agreement relating to the reimbursement of the Issuer for expenditures incurred by the Issuer and shall not terminate the Company's or any such assignee's indemnification obligations that are stated in this agreement.

19. Butler Snow LLP, bond counsel to the Company, shall serve as Bond Counsel for the issuance of the Bonds; its fees and expenses are to be paid by the Company or from proceeds of the Bonds. Stewart, Melvin & Frost LLP, as counsel to the Issuer, shall serve as Issuer's Counsel for the issuance of the Bonds; its fees and expenses are to be paid by the Company or from proceeds of the Bonds. Coleman Talley LLP or other counsel to the Company reasonably acceptable to the Issuer shall provide a standard and customary corporate and enforceability legal opinion in connection with the issuance of the Bonds.

If the foregoing proposal is satisfactory to the Company, you may so indicate by executing this agreement as a duly authorized representative of the Company and by returning a copy to the Issuer. By so executing this agreement, you shall be deemed to have represented that your execution hereof has been duly authorized by the Company and that this agreement is binding upon the Company.

This agreement and your acceptance will then constitute an agreement in principle with respect to the matters herein contained as of the date set forth above between the Issuer and the Company.

[Remainder of Page Left Blank Intentionally]

Yours very truly,

**DEVELOPMENT AUTHORITY OF
DAWSON COUNTY**

ATTEST:

Secretary

By: _____
Chairman

(SEAL)

PROJECT SUMMARY

The Project consists of the acquisition, construction, furnishing and equipping of an approximately 80-unit multifamily housing project, consisting of one, two and three bedroom apartments, to be located at 65 N. 400 Center Lane, Dawsonville, Dawson County, Georgia. .

**ACCEPTANCE OF PROPOSAL OF THE
DEVELOPMENT AUTHORITY OF DAWSON COUNTY**

The terms and conditions contained in the foregoing proposal of the Development Authority of Dawson County are hereby accepted this ____ day of June 2020.

PEAKS OF DAWSONVILLE, LP

By: _____
Authorized Representative

SECRETARY'S CERTIFICATE

The undersigned, being the duly appointed, qualified, and acting Secretary of the Development Authority of Dawson County (the "**Issuer**"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution adopted on June 12, 2020, by the Board of Directors of the Issuer in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the Issuer and with the applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the minute book of the Issuer which is in my custody and control.

Given under my hand and the seal of the Issuer this 12th day of June 2020.

Secretary-Treasurer

(SEAL)

52941944.v2

RESOLUTION

A RESOLUTION AUTHORIZING THE DEVELOPMENT AUTHORITY OF DAWSON COUNTY TO SUBMIT AN APPLICATION FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT GRANT TO THE ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FOR WEST HIGHTOWER ROAD REPAVING PROJECT

WHEREAS, The Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed into law by President Donald J. Trump on March 27, 2020, provides the Economic Development Administration (EDA) with \$1.5 billion for economic development assistance programs to help communities prevent, prepare for, and respond to coronavirus.

WHEREAS, Applications will be accepted for the activities including construction of infrastructure and other economic development projects.

WHEREAS, WEST HIGHTOWER ROAD REPAVING offers an innovative, environmentally beneficial, and cost-effective method to encourage and make continued economic development possible for the region.

WHEREAS, WEST HIGHTOWER ROAD REPAVING has the potential of bringing additional jobs to the region spurring economic prosperity for the current and future residents of the region during this time of economic despair and uncertainty.

WHEREAS, WEST HIGHTOWER ROAD REPAVING requires significant financial investment by the Development Authority of Dawson County to achieve the above mentioned regional economic development.

THEREFORE, BE IT RESOLVED, that the Development Authority of Dawson County approves submission of the Coronavirus Aid, Relief, and Economic Security (CARES) Act grant to the Economic Development Administration (EDA) and fund the required matching funds if awarded.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately from and after passage.

SO RESOLVED, this _____ day of _____, 20__.

(SEAL)

By: _____

Attest: _____