

## Community Benefit Agreement

78-88 Howard Street, NE, City of Atlanta, Georgia (the “Property”).

This Community Benefit Agreement (“Agreement”) is entered into by and between Turner Monumental A.M.E. Church, Inc. (the “Owner”) and the Kirkwood Neighbors Organization, Inc. (“KNO”).

The Owner submitted an application to rezone the Property from the R4A Zoning District to the PDH Zoning District, said application being assigned case number Z-25-067 by the City of Atlanta (the “Rezoning Application”) for the purpose of developing 47 multifamily affordable residential units for residents 62+ (the “Facility”).

The parties enter into this Agreement regarding the development and operation of the Facility as more specifically described below in exchange for, and consideration of, KNO’s support of the Rezoning Application as more specifically described below.

The parties hereby agree as follows:

- **Condition Precedent**

The parties acknowledge and agree that the Property is currently zoned for single family use, and the Facility will constitute a significant upzoning of the Property inconsistent with the character of the immediate neighborhood and constitutes spot zoning. If this Rezoning Application was for a profit development, KNO would not support the Rezoning Application as it is inconsistent with Plan A and the applicable NPU-O Policies. However, KNO also has an interest in supporting affordable housing in our community, and the Owner has offered to enter into this Agreement and record a Restrictive Covenant against the Property to guarantee that the Property is developed in accordance with the terms herein. The Owner acknowledges that it is critical to KNO that the Facility reflect, protect and enhance the unique values of the Kirkwood community.

Owner’s obligations under This Agreement are null and void and no force or effect unless the Property is zoned to the PD-H Zoning District under the City of Atlanta Zoning Ordinance pursuant to the Rezoning Application authorizing the Facility as proposed therein. Additionally, Owner’s obligations under this Agreement are null and void and no force or effect if KNO does not perform the obligations outlined in Section 6 below as more particularly described therein.

KNO’s obligations under this Agreement are null and void and no force or effect unless the Owner amends the Rezoning Application to reflect the Site Plan consistent with the requirements of Section 2 or fails to obtain KNO’s consent for subsequent modification to the Facility plans in any land use application or permit application that materially deviates from the terms and conditions of this Agreement.

- **Site Plan**

The Facility will be designed such that maximum lot coverage, setbacks, minimum yard requirements, FAR, building height, and other site plan requirements including Sidewalks and Relationship of building to street, as well as methods of calculation for said requirements, shall be carried over from the current R-4A zoning in order to maintain an appropriate sense of scale with the surroundings. The minimum front yard depth of the Facility fronting Howard shall be determined by the average of the two homes directly to the south on Howard, as measured to the main building facade. Front porch minimum depth and maximum extension into the front yard shall remain consistent with R-4A requirements. The minimum half-depth front yard depth of the Facility fronting Hallman shall remain consistent with R-4A requirements. Pedestrians should not feel like they are walking next to a wall or enclosure when passing

by the Facility. Therefore, if the interior edges of the proposed sidewalks are to be located within the lot boundary, the yard depth shall be measured from the interior edge of the sidewalk, consistent with the prevailing pattern of the neighborhood. In addition, from a safety perspective, appropriate front and side setbacks will preserve vital visibility at the intersection of Howard and Hallman. This is of critical importance to KNO as Hallman is a popular bike route especially for families going to our neighborhood elementary school.

The Owner agrees that the Site Plan will include ADA compliant curb ramps and striped crosswalks on all 4 legs of intersection.

Accordingly, the parties agree that the Rezoning Application will be amended to reflect the site plan attached hereto and incorporated herein as Exhibit A (the "Site Plan"). Owner agrees that it will not make any material modifications to the Site Plan without obtaining the approval of KNO.

- **Construction Management & Mitigation**

Owner agrees to provide KNO with a construction management plan to address noise, dust, debris, work hours, and traffic impacts during construction. Contractor will be required to comply with this plan. Owner will give KNO advance written notice to neighbors of major construction activities or road closures. Owner will provide a designated construction liaison for neighborhood concerns during construction. . In addition, Owner will provide a method for community members to communicate issues via email or text.

- **Facility Operation**

- **Professional Management.** Owner will employ a professional licensed management company ("Management") to manage and operate the Facility. Owner's agreement with Management will contain a copy of this Agreement and a requirement to abide by the terms and conditions.

- **Supportive Services.** Owner will provide professional supportive services to residents. Staffing must be adequate for the populations being served and must meet or exceed HUD's expectations for PSH supportive services. Owner will allow KNO to provide input or feedback on the selection of supportive service providers and the types of services offered, especially if issues arise.

- **Security And Access Plan**

- **Access:** The Owner will require and maintain the Facility to be access-controlled so that access to the residential units will be controlled by secured exterior doors that remained locked and require a key card, key fob, code or other access technology to enter the building. Access to the Facility will require that individuals (other than staff, management, service/maintenance contractors) provide and successfully scan a government-issued identification card as a condition of access. All visitors must be logged.
- **24/7 Staffing:** The Facility will be staffed with at least one employee at the Facility 24 hours per day / 7 days per week to maintain access control as noted in Section 2.B.I. A contact person and phone number will be posted on the exterior of the building so that neighbors know who to contact at all times to address any issues.
- **Security Monitoring:** The Facility will be built and maintained with exterior security cameras

monitoring the Property 24/7 at the following points: all Facility entry points, corridors, stairways, building perimeter, exterior common areas and parking areas of the Property. Owner will maintain video recordings for a minimum 60-day retention period and will be made available to law enforcement upon lawful request.

- **Exterior Requirements**

- **Lighting.** The Property will be lit using “dark-sky” standards, prevent spillover to neighboring homes. The Owner will provide that all entry points to the Facility and the parking areas will be maintained with exterior lighting at building entry points including the use of cutoff or similar fixtures intended to direct such lighting downward and to minimize disruption to neighbors while providing adequate lighting to deter criminal activities and loitering around the Facility..
- **Landscaping.** The Owner will install and maintain landscaped areas as depicted on the Site Plan.
- **Trash.** The Trash Service Area shown on the site plan in connection with the Rezoning Application will be enclosed by an opaque fence at least 6 feet tall. Said enclosure shall be maintained by Owner.
- **Neat Appearance.** The Owner will regularly patrol the Property and ensure that it is kept in a neat and tidy condition.
- **Pest Control.** The Owner will conduct regular pest control.
- **Parking:** The Owner agrees to make the parking lot located behind the Church at 66 Howard Street, NE (“Church Parking Lot”) available for coordinated use by guests, staff, service providers, and invitees of the Facility and its residents and will require that such visitors use this parking lot. Prior to any transfer of interest in the Property, Owner will document this parking arrangement and present it to KNO for approval. Owner agrees to meet with KNO for periodic review of parking and traffic impacts, with a mechanism to adjust policies if spillover or congestion becomes an issue.

[Note: we would like to discuss on-street parking as well. Pro: it could reduce the potential conflict with cars pulling in and out. Con: it may increase the short-term curbside demand for drop-off/pickup and deliveries, which may pose a conflict for kids on bikes. Do you know anything about the level of demand for delivery trucks at this location? i.e. for food or building supplies. Maybe it will be reserved for temporary / loading purposes? Thoughts]

- **Ongoing Communication:** A Facility representative will attend KNO monthly meetings as requested by KNO to provide updates on the Facility. In addition, Owner will provide KNO with a point of contact to address any issues. Owner will provide a method for community members to communicate issues via email or text.
- **Annual Operating Report.** Owner agrees to provide a copy of the Facility’s annual operating

report to KNO when available. Owner will invite KNO to an annual joint review meeting between KNO and the Owner to discuss the annual report, address concerns, and negotiate any needed adjustments to operations or the Agreement.

- **Emergency Response & Incident Reporting.** Owner/Operator will notify KNO of any significant incidents (e.g., police/fire response, major property damage, or public health emergencies) within one week. Owner will establish a protocol for reviewing and addressing patterns of security or safety incidents with KNO.
  
- **Residents**
  
- **Residential Use and Community Conduct Provisions:** Owner agrees to incorporate reasonable and customary lease provisions for the Facility consistent with the Fair Housing Act, Georgia law and City of Atlanta, Georgia ordinances. Such lease provisions will include requirements that residents use their units for standard residential purposes; maintain clean units, comply with City of Atlanta Noise Ordinance requirements, not propping open security doors, not damaging property, use common areas safely and appropriately, not smoking inside the Facility or on the Property, dispose of household trash in designated onsite containers and otherwise comply with federal, state and local laws.
  
- **Resident Integration & Good Neighbor Policy.** Owner will instate a “Good Neighbor Policy” to be posted and distributed to all residents, outlining expectations for conduct and community engagement. This policy will also be included in each lease. Owner will encourage or require periodic community-building events (e.g., open houses, neighborhood clean-ups) to foster positive relationships and invite KNO to participate.
  
- **Eligibility Criteria**
  
- **Homeless Status:** Applicant must meet HUD’s definition of homelessness at the time of entry, which includes:
  - Living in a place not meant for human habitation (e.g., streets, cars).
  - Residing in an emergency shelter.
  - Exiting an institution where they stayed for 90 days or less and were homeless before entry.
  
- **Chronic Homelessness Priority:** Preference is given to individuals or families experiencing chronic homelessness as defined by HUD (homeless for at least 12 months or on four separate occasions in the last three years).
  
- **Age Requirement.** Each resident must be 62 years or older.

- **Income Requirement.** Household income must be at or below **50% of Area Median Income (AMI)** for Atlanta, GA, as published annually by HUD.
- **Coordinated Entry.** Applicants must be referred through the Atlanta Continuum of Care Coordinated Entry System, ensuring prioritization based on vulnerability and service needs.
- **Screening:** Applicants must agree to a comprehensive background check for the purpose of identifying individuals who are convicted felons and/or registered sex offenders prior to entering into a lease or other agreement to reside at the Facility. Registered sex offenders will be prohibited from residing at the Facility. In addition, those convicted of a violent felony will be prohibited from residing at the Facility as well as those who have a conviction for drug manufacturing. For purposes of this Agreement, a “violent felony” means murder, manslaughter, aggravated assault, rape, aggravated robbery, kidnapping, carjacking, arson, burglary of a home is occupied, assault with intent to commit murder or great bodily harm, child molestation, terrorist threats, and assault with a firearm or deadly weapon.
- **Documentation.** Applicants must provide:
  - Verification of homelessness status.
  - Proof of Age.
  - Income verification (pay stubs, benefits statements, or self-certification if no income).
- **Non-Discrimination.** The facility will comply with all applicable Fair Housing and Equal Opportunity laws, ensuring no discrimination based on race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, or gender identity.
- **Lease and Program Participation.** Tenants must agree to:
  - Sign a standard lease agreement with no time limit on occupancy.
  - Participate in supportive services offered (voluntary but strongly encouraged to maintain housing stability).
- **KNO Support for Rezoning Application & Funding of Project**
- Support For Rezoning Application. KNO agrees to support the Rezoning Application by conducting the following activities: (1) authoring a letter of behalf of KNO to be sent to NPU O, Keyetta Holmes with the City of Atlanta Office of Zoning and Development, Councilmember Liliana Bahktiari on or before February 1, 2026 expressing support for the Rezoning Application and providing a copy of this Agreement and the Restrictive Covenant; (2) designate and send a representative authorized to speak on behalf of KNO to the NPU O meeting at its January, 2026 meeting (and/or any meeting when the Rezoning Application is on the NPU O agenda) and the Zoning Review Board meeting for which the Rezoning Application is on the Zoning Review Board’s agenda (expected to be in February, 2026) for the purpose of addressing the respective

bodies and voicing support of the Rezoning Application on behalf of KNO. KNO agrees not to oppose the Rezoning Application.

- Support for Public Financing Of Facility: In the event the Rezoning Application is approved, KNO agrees to support public financing of the Facility by authoring a letter “To Whom It May Concern” expressing support for public financing of affordable housing on the Property and the Facility, said letter to be signed and dated no more than 30 days after the approval of the Rezoning Application by the City of Atlanta and delivered to Owner.
- Time Period For Support. If either party fails to fully perform any requirement contained in this Agreement within the required time, then either Party’s obligations under this Agreement are null and void and of no force or effect.

- **Communication & Notice**

- Owner agrees to keep KNO apprised of progress on the Facility including providing timely notice when any permit application is filed, Management selected, transfers of property interest etc. Timely notice means within fifteen (15) days.
- **Notice Procedure.** Any notices and other communications that are required to be given under this Agreement (each, a "Notice") must be made in writing and addressed to KNO at its address set out below or to any other address that the agency may designate from time to time. Declarant shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or e-mail of a PDF document] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only: (i) upon receipt by the receiving party and (ii) if the party giving the Notice has complied with the requirements of this Section.

To KNO: Kirkwood Neighbors Organization, Inc.  
P.O. Box 170010, Atlanta, GA 30317  
E-mail: info@historickirkwood.org , president@historickirkwood.org,  
zoning@historickirkwood.org

To Owner: Turner Monumental A.M.E. Church, Inc.  
66 Howard St NE  
Atlanta, GA, 30317  
E-mail: \_\_\_\_\_

- **Dispute Resolution and Enforcement**

- **Violation and Notification:** Upon any violation of this Agreement, KNO will issue a written warning notice with a specific description of the violation. Each violation will have a cure period

of 21 days. However, in the event of property maintenance issues (i.e. graffiti, trash overflow, landscaping) Owner will receive a 3-day cure period. Owner must promptly address any recurring issues (e.g., loitering, trespassing, illegal dumping) reported by KNO within 3 days.

- **Good Faith Resolution**: In case of dispute, the parties shall first attempt a good-faith resolution within 30 days. If unresolved, the matter shall be referred to mediation by mutual agreement.
- **Enforcement**: In the event of an uncured violation, KNO reserves the right to pursue all available remedies, including seeking injunctive relief or enforcement of this Agreement/
- **Miscellaneous**
- **Counterparts and Choice of Law**: This Agreement shall be construed under the laws of the State of Georgia, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute, and exchange executed counterparts by email in a PDF file to the other party or the other party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.
- **Representation and Warranty**: The Owner and KNO are business entities in good standing under the laws of Georgia. The individual signing this Agreement on behalf the Owner and/or KNO represents and warrants that they have the lawful right, power, authority and capacity to bind their respective entities to the terms hereof.
- **Amendments, Entire Agreement**: No amendment to this Agreement shall bind any of the parties hereto unless and until such amendment is in writing and executed by the Owner and KNO. This Agreement constitutes the entire agreement between the parties and no prior written documents, no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and effect. Unless this Agreement has been fully and properly executed by the Owner and KNO, this Agreement is null and void and of no further force or effect.
- **Third Party Beneficiaries**: This Agreement is made between and limited to Owner and KNO and it is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Owner or KNO. No other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.
- **Binding Effect**. This Agreement and the Restrictive Covenant are binding upon the Owner and all subsequent owners, tenants, lessees, and/or operators of the property.

- **Assignment:** KNO acknowledges that Owner intends to form a separate Georgia nonprofit corporation for the development, operation and maintenance of the Facility [the “Non-Profit Corporation”). In the event that Owner conveys the Property to the Non-Profit Corporation or any other party, the obligations of this Agreement, save the obligation of the Owner to provide parking facilities per Section 4.E., will transfer to the owner of the Property at the time of conveyance. In the event that the Property or Facility is leased or any other interest is transferred other than conveyance of Fee Simple title to the Property (i.e. lease, license, etc.), Owner will include the requirements of this Agreement as a condition of such conveyance and will remain responsible for compliance with this Agreement as the Owner of the Property. In the event that a conveyance of any interest in the Property or Facility other than to an individual resident, Owner will provide notice to KNO including the nature of the transfer, the name and contact details for the responsible party.

Owner and KNO have executed this Agreement through their duly authorized officers this day and year signed below.

**[REMAINDER OF PAGE  
INTENTIONALLY LEFT BLANK. SIGNATURES ON NEXT PAGE]**

**Owner:**

**Turner Monumental A.M.E. Church, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KNO:**

**Kirkwood Neighbors Organization, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_