
Memorandum

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: May 20, 2022

RE: Extension Agreement
Natural Gas Main Extension
Great Valley Commerce Center
Cartersville Project No. SP-21-005

As you know, existing natural gas facilities are not available to serve the above referenced project site. The Owner of the project, therefore, has agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site.

Attached, therefore, is an Extension Agreement in the estimated amount of \$181,900.00 executed by the Owner/Developer, Great Valley Commerce Center, LLC whereas the Owner/Developer agrees to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to this proposed site. The City Attorney's office has reviewed and accepted this Agreement. The Gas System, therefore, recommends the City enter into this Agreement with Great Valley Commerce Center, LLC in the amount of \$181,900.00 to serve natural gas to this proposed site.

AFTER RECORDING RETURN TO:
ARCHER & LOVELL PC
P.O. BOX 1024
CARTERSVILLE GEORGIA 30120

EXTENSION AGREEMENT

This Extension Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 20____, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia (hereinafter the “**City**”) and **GREAT VALLEY COMMERCE CENTER, LLC**, a Delaware limited liability company (hereinafter the “**Owner/Developer**”).

WITNESSETH:

WHEREAS, **Owner/Developer** desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and the Owner/Developer is the owner of certain property being developed as **GREAT VALLEY COMMERCE CENTER**, (hereinafter the “**Property**”), which is more particularly described in Exhibit “A” attached hereto;

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants and accept this Agreement to allow for the extension of natural gas utility infrastructure (hereinafter “**Natural Gas Line**”) and to obtain the easements required for the extension, in a form reasonably acceptable to Owner/Developer, and to promote development in Bartow County;

WHEREAS, Owner/Developer desires to perform the following services for the City;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Owner/Developer will perform the following for the City and its inhabitants: provide a minimum of \$181,900.00 (a breakdown of the costs are attached hereto as Exhibit "B" (the "**Budget**")) to extend the existing Natural Gas Line in accordance with the plans attached hereto and incorporated herein as Exhibit "C" (the "**Plans**"). Additionally, the Owner/Developer shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit "B". If there are any reasonable and customary adjustments, Owner/Developer is responsible for all costs related to the scope of work referenced herein.
2. In exchange for Owner/Developer providing the above described funds, the City shall extend the existing Natural Gas Line as shown on the Plans.
3. Owner/Developer agrees to pay the above described sum , no later than ten (10) business days from the date of this Agreement, or no later than ten (10) business days from the written notice of any additional costs associated with the scope of work referenced herein.
4. Owner and Developer shall be required to execute the easement attached as Exhibit "D" and as shown in Exhibit "C" and provide the City an acceptable plat of the easement within twenty (20) days from notice by the City.
5. Owner/Developer shall be responsible for all reasonable out-of-pocket expenses and costs, actually incurred by the City, associated with this Agreement and installation of the Natural Gas Line and related appurtenances including, but not limited to, reasonable attorney's fees, recording fees, title fees and survey fees.
6. The City maintains the right to contract all work, in whole or in part, that is associated with the extension of the existing Natural Gas Line as shown on the Plans.
7. The City agrees to or cause to provide and apply straw or hay mulch to a depth of 6" over all areas disturbed specifically by the construction of the proposed gas facilities within the relocation under this Agreement provided no further disturbance of such areas are planned within fourteen (14) days of initial disturbance or as required by local jurisdiction.
8. With the exception of Paragraph 6 above, the Owner/Developer agrees to provide, install, maintain and remove any and all erosion and sediment control measures reasonably necessary or required to comply in all material respects with all local, State and Federal erosion and sediment control requirements which may be associated with the extension of the Natural Gas Line under this Agreement. Owner/Developer further agrees to or cause to maintain or re-apply the erosion



and sediment control measures called for in Paragraph 7 above as reasonably necessary or required to comply in all material respects with all local, State and Federal erosion and sediment control requirements after initial application.

9. The City has no responsibility and/or liability for any activities and actions of Owner/Developer.
10. Owner/Developer agrees to hold harmless the City against any and all claims, actions or suits against it relating to the Agreement or the performance of services pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City, excluding such claims, actions or suits arising out of the gross negligence or willful misconduct of the City. In addition, Owner/Developer will reimburse the City for any and all reasonable attorneys' fees and out-of-pocket costs actually incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement.
11. Notices:

If to the City: City Manager
 P.O. Box 1390
 Cartersville, Georgia 30120
 770.387.5686

If to the Owner/
Developer: Great Valley Commerce Center, LLC
 1230 Peachtree Street, NE, Suite 3560
 Atlanta, Georgia 30309
 Attn: Linda D. Booker
12. Upon satisfaction of all requirements under this Agreement and installation of the Natural Gas Line, the City and Owner/Developer shall execute and record a termination of this Agreement in the real property records of Bartow County, Georgia.

*****SIGNATORIES APPEAR ON NEXT PAGE*****



IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this ____ day of _____, 20 ____.

Signed, sealed, and delivered in the presence of:

CITY OF CARTERSVILLE, GEORGIA

Witness

By: _____ (SEAL)
Mathew Santilli, Mayor

Notary Public

Attest: _____ (SEAL)
Julia Drake, City Clerk

(NOTARIAL SEAL)

Signed, sealed, and delivered in the presence of:

GREAT VALLEY COMMERCE CENTER, LLC

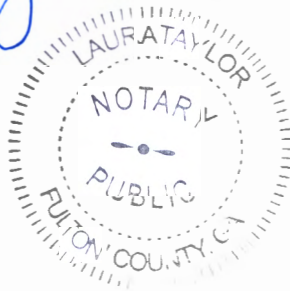
Witness

By: Linda D. Booker (SEAL)
Name: Linda D. Booker

Notary Public

Its: Secretary and Chief Financial Officer _____ (SEAL)

(NOTARIAL SEAL)



LENDER CONSENT AND SUBORDINATION

TRUIST BANK, a North Carolina banking corporation ("**Lender**") is the holder of that certain Deed to Secure Debt, Assignment, Security Agreement and Fixture Filing from Owner/Developer dated as of April 27, 2021 and recorded in Deed Book 3328, Page 32 in the land records of Bartow County, Georgia (the "**Security Deed**"), encumbering the Owner/Developer Property. Lender, for itself and its successors and assigns, hereby consents to the terms and provisions of this Agreement. Lender further agrees that its interest in and to the Owner/Developer Property pursuant to the Security Deed shall be subordinate to the Agreement, and that any foreclosure of Lender's lien created by the Security Deed on the Owner/Developer Property or any portion thereof, or any conveyance in lieu of foreclosure, shall not extinguish, terminate, cut off, alter or otherwise affect the Agreement, which shall continue in full force and effect.

In witness whereof, the following undersigned has caused this instrument to be executed on the _____ day of May, 2022.

Signed, sealed and delivered
in the presence of:

LENDER:

TRUIST BANK, a North Carolina banking corporation

By: _____ [SEAL]

Print Name: Rob West _____

Title: SVP _____

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires:

3/18/24

[NOTARIAL SEAL]

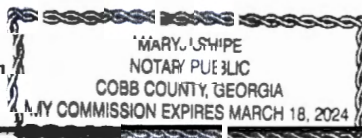


Exhibit A
Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 244 AND 261 OF THE 5TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS TRACT TWO (87.372 ACRES) AS PER THAT FINAL PLAT OF GREAT VALLEY PARKWAY RECORDED NOVEMBER 12, 2020 IN PLAT BOOK 2020, PAGE 337, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF BARTOW COUNTY, GEORGIA.



1983094574
7067927936
PARTICIPANT ID

D2020017450

FILED IN OFFICE
CLERK OF COURT
11/17/2020 02:34 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

PT-61 008-2020-004806

Melba Scoggins

When Recorded Return To:
Rich Winkler
First American Title Insurance Company
National Commercial Services
3455 Peachtree Rd NE, Ste. 675
Atlanta, GA 30326
File No: NCS 1007946

REAL ESTATE
TRANSFER TAX
PAID: \$1,500.00

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STATE OF Georgia
COUNTY OF Fulton

After Recording, Please Return To:
Catherine Nunez, Esq.
MORRIS MANNING & MARTIN, LLP
3343 Peachtree Road, NE, Suite 1600
Atlanta, Georgia 30326

LIMITED WARRANTY DEED

THIS INDENTURE made as of the 10 day of November, 2020, between GALCO INVESTMENTS III, a Georgia general partnership ("Grantor") and GREAT VALLEY COMMERCE CENTER, LLC, a Delaware limited liability company ("Grantee"; the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee all that tract or parcel of land lying and being located in Bartow County, Georgia, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); TOGETHER WITH all buildings, structures and other improvements located on the Land and all fixtures, members, rights, privileges and appurtenances thereto, and including any portion of the Land lying in the right-of-way of any alley, passageway, street, road, highway or avenue, proposed, open or closed, adjoining all or any part of the Land and in any and all strips, gores and rights-of-way and all riparian rights, hereditaments, easements and other rights, privileges and immunities appurtenant to the Land (the Land and the foregoing improvements, rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, with all and singular the rights, privileges, easements, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only

forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of Grantor and all persons claiming by, through or under Grantor, but not otherwise, and not as to those title matters set forth in Exhibit "B" attached hereto (the "Permitted Exceptions").

(Signature Page Begins on Following Page)

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: 9. 16. 24

[NOTARY SEAL]



GRANTOR

GALCO INVESTMENTS III, a general partnership

By: [Signature] (SEAL)

Name: Stanley A. Cohen

Title: General Partner

Exhibit "A"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 244 AND 261 OF THE 5TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS TRACT TWO (87.372 ACRES) AS PER THAT FINAL PLAT OF GREAT VALLEY RECORDED NOVEMBER 13, 2020 IN PLAT BOOK 2020, PAGE 337, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF BARTOW COUNTY, GEORGIA.

Exhibit "B"
Permitted Exceptions

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.
2. Rights of upper and lower riparian owners in and to the waters of any creek or stream that bounds or traverses the Land, free from increase, decrease or pollution.
3. Easements shown on that certain plat recorded in Plat Book 78, Page 120, aforesaid records and the current approximate location of said easements are shown on the Survey (as hereafter defined).
4. ALTA/NSPS Land Title Survey Project No. 202900, prepared by Mitchell Lowery, Registered Land Surveyor No. 3109 of Lowry & Associates Land Surveying, LLC, dated April 29, 2020 and last revised _____, 2020 (the "Survey"), reveals the following:
(A) gravel drive crossing from the property adjacent to the west and traversing through the property and crossing onto the property adjacent to the east; and
(B) intermittent streams and wetlands located throughout the property.
5. Logistics Parkway 60-foot right of way to be dedicated set forth on that Final Plat of of Great Valley Parkway recorded November 13, 2020 in Plat Book 2020, Page 337, aforesaid records.
6. Sewerline Easement by Galco Investments III, a Georgia partnership, in favor of Bartow County, Georgia, dated November 8, 2020, recorded November 13, 2020 in Deed Book 3252, Page 927, aforesaid records.
7. Access & Temporary Construction Easement Agreement by and between Galco Investments III, a Georgia partnership, and Great Valley Commerce Center, LLC a Delaware limited liability company, dated November _____, 2020, recorded November _____, 2020 in Deed Book _____, Page _____, aforesaid records.

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor Costs:					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	3,600	L.F.	\$29.00	\$104,400.00
2.	Connection to Existing 4" Steel	1	Ea.	\$1,500.00	\$1,500.00
3.	Temporary Grassing	6,000	S.Y.	\$0.75	\$4,500.00
4.	Permanent Grassing	6,000	S.Y.	\$1.75	\$10,500.00
5.	Solid Rock Excavation	50	C.Y.	\$80.00	<u>\$4,000.00</u>
ESTIMATED CONTRACTOR LABOR COST					\$124,900.00
Material Costs:					
1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	3,600	L.F.	\$15.00	\$54,000.00
2.	Temporary Grassing	6,000	S.Y.	\$0.25	\$1,500.00
3.	Permanent Grassing	6,000	S.Y.	\$0.25	<u>\$1,500.00</u>
TOTAL ESTIMATED MATERIAL COST					\$57,000.00
TOTAL ESTIMATED LABOR COST					<u>\$124,900.00</u>
TOTAL ESTIMATED PROJECT COST					\$181,900.00

¹ Estimated unit prices of contractor labor costs are based on price bids received for 4" steel line pipe labor on July 6, 2021.

Estimated unit prices of material costs are based on price bids received for similar material on May 12, 2021.

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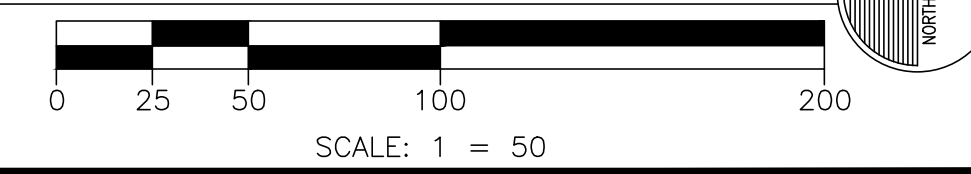


MATCHLINE C-310
MATCHLINE C-311

NOTE:
ANY GREAT VALLEY PARKWAY ROAD
CONSTRUCTION/IMPROVEMENTS ARE UNDER A SEPARATE
PERMIT BY OTHERS.

COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE
3312.1 SHALL BE REQUIRED AND COMPLETED BEFORE ANY
BUILDING PERMITS ARE ISSUED.

DETAILED UTILITY PLAN



LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS



PROJECT:
**75N LOGISTICS
CENTER - PHASE I**

GREAT VALLEY PARKWAY
LAND LOTS 225, 244, & 261
5TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GA



FOR:
1230 PEACHTREE STREET NE
SUITE 3560
ATLANTA, GA 30309



COA-PER001716 • EXP. - 6/30/2022

REVISIONS

DATE	COMMENTS
08.25.20	COUNTY COMMENTS
09.21.20	CLIENT & COUNTY COMMENTS
12.15.20	CLIENT COMMENTS



24 HR EMERGENCY CONTACT
MR. DAVID NELSON
404.580.3961

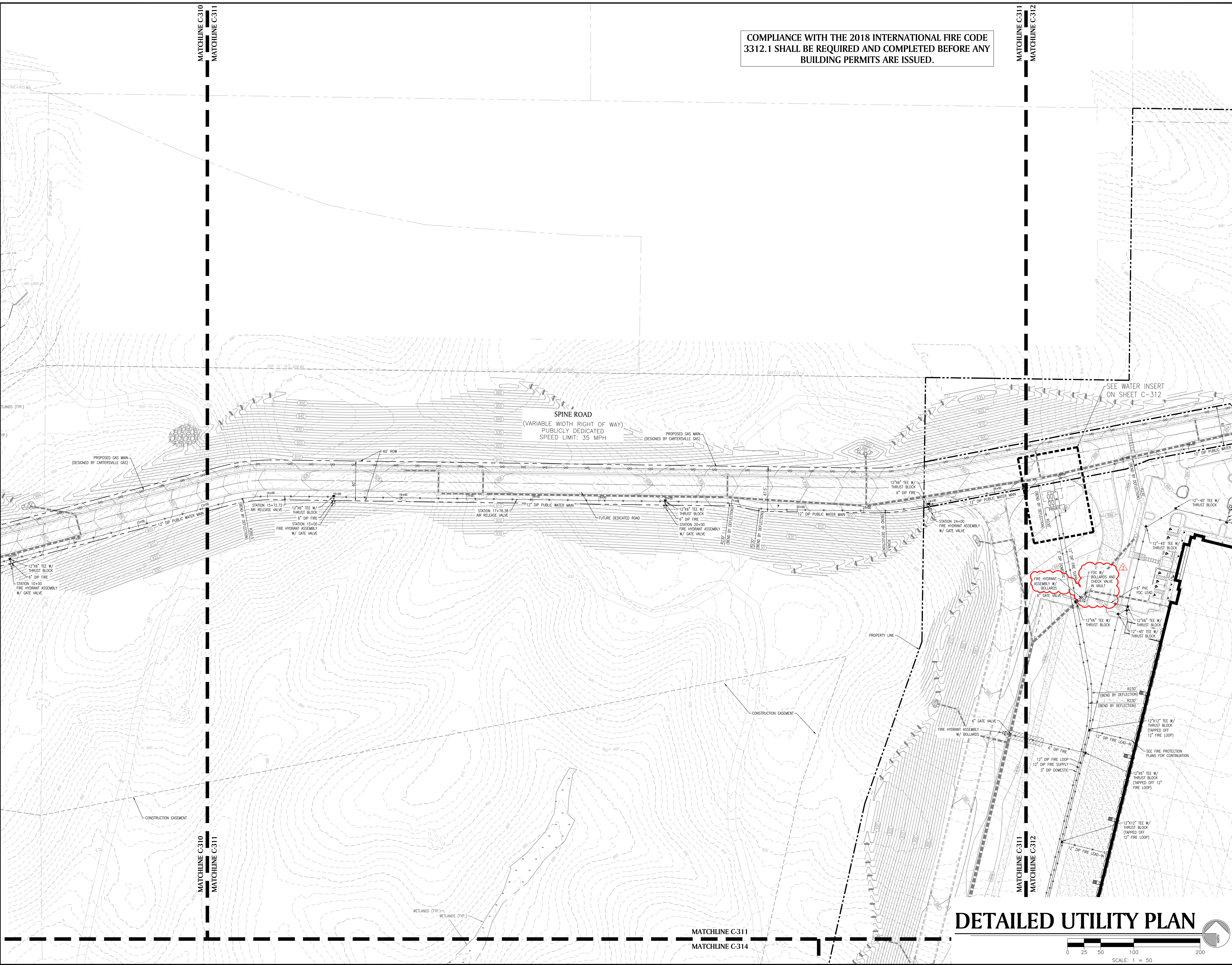
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DETAILED UTILITY PLAN

SHEET **C-310**

1/20/2024 10:45 AM C:\Users\paulson\OneDrive\Documents\2024\75N LOGISTICS CENTER - PHASE I\DWG\20240120\75N LOGISTICS CENTER - PHASE I - DETAILED UTILITY PLAN.dwg

COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE 3312.1 SHALL BE REQUIRED AND COMPLETED BEFORE ANY BUILDING PERMITS ARE ISSUED.



LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS
85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.650.7684
FAX 770.650.7684
www.paulsonmitchell.com

PAULSON MITCHELL
INCORPORATED

PROJECT:
75N LOGISTICS CENTER - PHASE I

GREAT VALLEY PARKWAY
LAND LOTS 225, 244, & 261
5TH DISTRICT, 3RD SECTION
BARTOW COUNTY, GA

FOR:
CORE5
INDUSTRIAL PARTNERS

1230 PEACHTREE STREET NE
SUITE 3560
ATLANTA, GA 30309



COA-PE001716 • EXP. 6/30/2022

REVISIONS	
08.25.20	COUNTY COMMENTS
09.21.20	CLIENT & COUNTY COMMENTS
12.15.20	CLIENT COMMENTS



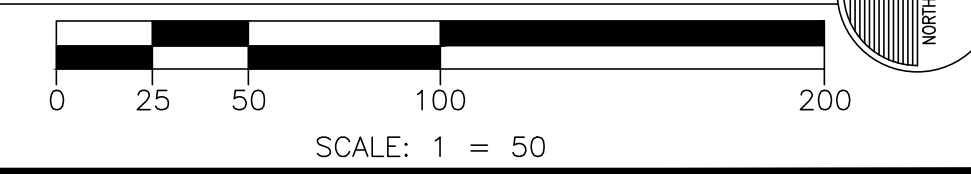
24 HR EMERGENCY CONTACT
MR. DAVID NELSON
404.580.3961

2020144u.dwg 07.10.20

DETAILED UTILITY PLAN

SHEET **C-311**

DETAILED UTILITY PLAN



AFTER RECORDING RETURN TO:
ARCHER & LOVELL, PC
P. O. Box 1024
Cartersville, GA 30120
Title Examination Not Performed

EASEMENT

GEORGIA, BARTOW COUNTY

For and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Great Valley Commerce Center, LLC, a Delaware limited liability company (hereinafter referred to as "Grantor"), does hereby grant and convey unto the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "Grantee"), its successors and assigns, a permanent utility easement (the "Utility Easement") across and upon the Property (as defined below) for the purpose of installing, connecting to, maintaining, using, operating and repairing utility lines and facilities ("Utilities") in order to provide Utility Services to any and all customers of Grantee and to the land owned by Grantor which is described as follows (the "Property"):

All that tract or parcel of land lying and being Land Lots 244 AND 261 of the 5TH District, 3RD Section of Bartow County, Georgia being more particularly described on a sketch of a ##### square foot proposed easement dated Date, prepared for the City of Cartersville attached herewith as Exhibit "A" and incorporated herein by reference, being a ##' x ##' permanent utility easement as indicated on said sketch.

This Easement shall include the right of ingress and egress, at all times, for the purpose of installation, inspection, operation, repairs, renewal, maintenance, alteration, extension, removal and replacement of said Utilities, together with the right to use and operate the same continuously and in perpetuity.

Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.

Grantor, however, must not erect or construct any building or other structure, or drill or operate any well, locate any other utility infrastructure therein, construct any reservoir or other obstruction of the easement or diminish or substantially add to the ground cover in the easement, unless approved by Grantee in its reasonable discretion.

Grantor shall not construct a drive or road over the easement area except crossings approved by Grantee. It is expressly understood by Grantor that such crossings approved by Grantee will not be replaced, repaved or restored in any manner by Grantee in the event such crossings are to be removed by Grantee to exercise the rights of this easement.

Grantee shall pay all damages to improvements and crops which may be suffered by reason of Grantee's exercise of its rights granted by this instrument. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed as aforesaid, and the award of the two of such three persons shall be final and conclusive.

The granting of this easement shall not operate to vest in Grantor any title or interest in the equipment or installation made by the Grantee and any property installed by the Grantee shall remain the sole property of the Grantee.

The granting of this easement shall not operate to vest in Grantee any title or interest in the Property, but merely grants the rights, privileges and easements hereinbefore set out.

SPECIAL STIPULATIONS: NONE

TO HAVE AND TO HOLD all and singular the aforesaid rights, privileges, and easements hereinabove set out to the proper use and enjoyment by the Grantee, its successors and assigns.

The said Grantee shall not be liable for any statements, agreement, or understanding not herein expressed.

IN WITNESS WHEREOF, the said undersigned has hereunto set their hand and seal this ____ day of _____, 200__.

Signed, sealed and delivered
in the presence of: _____
NAME

Witness

Notary Public

My Commission Expires

Exhibit "A"