

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

## RELOCATION AGREEMENT

This Relocation 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 **SOUTHEASTERN FREIGHT LINES, INC.**, a South Carolina Corporation (hereinafter the “**Owner**”).

### WITNESSETH:

WHEREAS, **SOUTHEASTERN FREIGHT LINES, INC.** 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 is the owner of certain property being developed as **SOUTHEASTERN FREIGHT LINES CARTERSVILLE**, (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 relocation of natural gas utility infrastructure (hereinafter “natural gas line”) and to obtain the easements required for the relocation and to promote development in Bartow County;

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

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

1. Owner will perform the following for the City and its inhabitants: provide a minimum of \$103,302.06 (a breakdown of the costs are attached hereto as Exhibit "B") to relocate the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit "C". Additionally, the Owner shall agree to pay any and all reasonable and customary costs overruns and beyond the estimate attached as Exhibit "B". All of the above costs are based upon the Exhibits. If there are any reasonable and customary adjustments, Owner is responsible for all costs related to the scope of work referenced within the attached Exhibits.
2. In exchange for Owner providing the above described funds, the City shall relocate the existing natural gas line.
3. Owner agrees to pay the above described sum within the following time period, no later than ten (10) days from the date of this agreement, or no later than ten (10) days from the notice of any additional costs associated with the scope of work referenced herein.
4. Owner shall be required to provide an easement plat suitable to the City for the easement shown on Exhibit "C" and execute a subsequent easement document for recording which draft is incorporated herein as Exhibit "D" within twenty (20) days from notice by the City.
5. Owner shall be responsible for expenses and costs associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, closing fees, real estate fees, recording fees, title fees and survey fees.
6. 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 14 days of initial disturbance or as required by local jurisdiction.
7. With the exception of Paragraph 6 above, the Owner agrees to provide, install, maintain and remove any and all erosion and sediment control measures necessary or required to comply with all local, State and Federal erosion and sediment control requirements which may be associated with the construction of the proposed gas facilities within the relocation under this Agreement. The Owner further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 6 above as necessary or required to comply with all local, State and Federal erosion and sediment control requirements after initial application.
8. The City has no responsibility and/or liability for any activities and actions of the Owner.

9. Owner agrees to hold harmless the City against any and all claims, actions or suits against it arising out of 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. In addition, Owner will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of the Agreement or the performance of this Agreement. Owner shall not be required to indemnify or hold harmless the City, or the City's agents, contractors, or representatives, for the City's, or the City's agents, contractors, or representatives, intentional wrongful acts or negligence.

10. Notices:

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

If to the Owner:        Southeastern Freight Lines, Inc.  
                                  Attention: Ryan Smigiel  
                                  420 Davega Drive  
                                  Lexington, South Carolina 29073  
                                  Email: Ryan.Smigiel@sefl.com

\*\*\* SIGNATORIES 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

**CITY OF CARTERSVILLE, GEORGIA**

By: \_\_\_\_\_ (SEAL)  
Mathew Santini, Mayor

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

Signed, sealed, and delivered in the presence of:

*Sarah W Fox*  
\_\_\_\_\_  
Witness

*Randa Jackson*  
\_\_\_\_\_  
Notary Public

**SOUTHEASTERN FREIGHT LINES, INC.**

By: *Ryan Smigiel* \_\_\_\_\_ (SEAL)  
Ryan Smigiel

Its: \_\_\_\_\_  
Vice President of Real Estate



6405611605  
PARTICIPANT ID

**BK:3474 PG:330-333**

**D2022010302**

**PT-61 008-2022-003216**

FILED IN OFFICE  
CLERK OF COURT  
06/22/2022 01:29 PM  
MELBA SCOGGINS, CLERK  
SUPERIOR COURT  
BARTOW COUNTY, GA

After recording return to:  
Calloway Title and Escrow, LLC  
4170 Ashford Dunwoody Rd. Ste. 525  
Atlanta, GA 30319  
2-41426

*Melba Scoggins*

REAL ESTATE  
TRANSFER TAX  
PAID: \$7,250.00

After recording return to:

Arnall Golden Gregory LLP  
171 17<sup>th</sup> Street, NW, Suite 2100  
Atlanta, Georgia 30363-1031  
Attn: Andrew L. Much, Esq.

LIMITED WARRANTY DEED

THIS INDENTURE, made effective as of this 21 day of June, 2022, by and between **CERCASBEST NORTH AMERICA, LLC**, a Georgia limited liability company, as successor-in-interest-by-conversion to **CERCASBEST NORTH AMERICA**, a Georgia general partnership A/K/A Cercasbest N.A., as evidenced by certificate of conversion dated as of January 16, 2015 (hereinafter referred to as the "Grantor"), and **SOUTHEASTERN FREIGHT LINES, INC.**, a South Carolina corporation (hereinafter referred to as the "Grantee").

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of that certain tract or parcel of land lying and being in Bartow County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

The Property is conveyed subject to those matters set forth on Exhibit B attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE.

AND THE SAID Grantor shall warrant and forever defend the right and title to said Property unto the Grantee against the lawful claims of all persons claiming by, through or under Grantor, subject only to the matters set forth on Exhibit B attached hereto.

BK:3474 PG:331

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

GRANTOR:

**CERCASBEST NORTH AMERICA,  
LLC**, a Georgia limited liability company

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

*[Handwritten signature]*  
*[Handwritten signature]*

Notary Public

By:

Name:

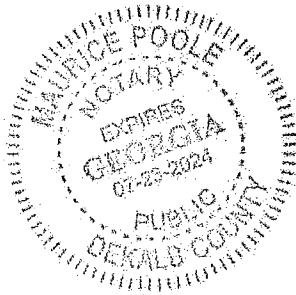
Title:

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

My Commission Expires:

09-23-2024

[NOTARIAL SEAL]



BK:3474 PG:332

EXHIBIT "A"**Legal Description**

A parcel of land lying in Land Lots 784, 785, 800, and 801 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia and being more particularly described as follows:

Commence at a found 1-1/2" open top pipe being the intersection of the northerly right-of-way of Brown Farm Road (60' Right-of-way) and the line common to Land Lots 801 and 802; Thence leaving said intersection, run North 88 Degrees 37 Minutes 47 Seconds West along said northerly right-of-way for a distance of 540.09 feet to set 5/8" capped rebar (LSF #1322), said point being the POINT OF BEGINNING of the parcel herein described.

Thence run South 89 Degrees 50 Minutes 25 Seconds West along said right-of-way for a distance of 1,642.78 feet to a set 5/8" capped rebar (LSF #1322); Thence leaving said right-of-way run North 46 Degrees 41 Minutes 00 Seconds East for a distance of 734.36 feet to a set 5/8" capped rebar (LSF #1322); Thence run North 31 Degrees 11 Minutes 00 Seconds East for a distance of 441.82 feet to a set 5/8" capped rebar (LSF #1322); Thence run North 00 Degrees 18 Minutes 37 Seconds East for a distance of 981.00 feet to a found 1/2" rebar; Thence run South 89 Degrees 06 Minutes 23 Seconds East for a distance of 1,425.71 feet to a found angle iron; Thence run South 00 Degrees 20 Minutes 52 Seconds West for a distance of 1,029.29 feet to a set 5/8" capped rebar (LSF #1322); Thence run North 88 Degrees 38 Minutes 25 Seconds West for a distance of 540.09 feet to a set 5/8" capped rebar (LSF #1322); Thence South 00 Degrees 20 Minutes 51 Seconds West for a distance of 819.51 feet to the POINT OF BEGINNING.

Said parcel contains 2,484,376 square feet or 57.033 acres.

BK:3474 PG:333

EXHIBIT "B"

## Permitted Exceptions

1. All taxes for the year 2022 and subsequent years.
2. Riparian rights incident to the premises.
3. Conveyance of Access Rights from City of Cartersville and James R. Douglas to Department of Transportation, State of Georgia, dated June 17, 1985, filed for record August 6, 1985 at 4:30 p.m., recorded in Deed Book 489, Page 126, Records of Bartow County, Georgia.
4. Conditions, Easements and Reservations as contained in that certain General Warranty Deed from The City of Cartersville, a political subdivision of the State of Georgia to The Schwartz Partnership, a Georgia general partnership, dated May 3, 1991, filed for record May 3, 1991 at 4:05 p.m., recorded in Deed Book 682, Page 582, aforesaid Records.
5. Easement from Cercasbest N.A. to City of Cartersville, a Georgia municipal corporation, dated March 14, 2018, filed for record April 5, 2018 at 9:31 a.m., recorded in Deed Book 2993, Page 988, aforesaid Records.
6. All those matters as disclosed by that certain plat recorded in Plat Book 2018, Page 112, aforesaid Records.



Recorded Electronically  
 Book 3474 Page 330  
 County Bartow  
 Date 6/22/22 Time 1:29 pm  
 GSCCCA

After recording return to:  
 Calloway Title and Escrow, LLC  
 4170 Ashford Dunwoody Rd. Ste. 525  
 Atlanta, GA 30319  
 2-41426

After recording return to:

Arnall Golden Gregory LLP  
 171 17<sup>th</sup> Street, NW, Suite 2100  
 Atlanta, Georgia 30363-1031  
 Attn: Andrew L. Much, Esq.

### LIMITED WARRANTY DEED

THIS INDENTURE, made effective as of this 21 day of June, 2022, by and between **CERCASBEST NORTH AMERICA, LLC**, a Georgia limited liability company, as successor-in-interest-by-conversion to **CERCASBEST NORTH AMERICA**, a Georgia general partnership A/K/A Cercasbest N.A., as evidenced by certificate of conversion dated as of January 16, 2015 (hereinafter referred to as the "Grantor"), and **SOUTHEASTERN FREIGHT LINES, INC.**, a South Carolina corporation (hereinafter referred to as the "Grantee").

### WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of that certain tract or parcel of land lying and being in Bartow County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

The Property is conveyed subject to those matters set forth on Exhibit B attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE.

AND THE SAID Grantor shall warrant and forever defend the right and title to said Property unto the Grantee against the lawful claims of all persons claiming by, through or under Grantor, subject only to the matters set forth on Exhibit B attached hereto.

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

GRANTOR:

**CERCASBEST NORTH AMERICA,  
LLC**, a Georgia limited liability company

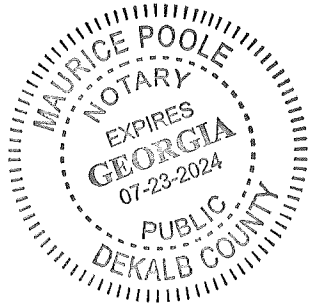
By: \_\_\_\_\_  
Name: Douglas E. Edwards only  
Title: Member

Signed, sealed and delivered  
in the presence of:

Maurice Poole  
Unofficial Witness  
Maurice Poole  
Notary Public

My Commission Expires:  
07-23-2024

[NOTARIAL SEAL]



**EXHIBIT "A"****Legal Description**

A parcel of land lying in Land Lots 784, 785, 800, and 801 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia and being more particularly described as follows:

Commence at a found 1-1/2" open top pipe being the intersection of the northerly right-of-way of Brown Farm Road (60' Right-of-way) and the line common to Land Lots 801 and 802; Thence leaving said intersection, run North 88 Degrees 37 Minutes 47 Seconds West along said northerly right-of-way for a distance of 540.09 feet to set 5/8" capped rebar (LSF #1322), said point being the POINT OF BEGINNING of the parcel herein described.

Thence run South 89 Degrees 50 Minutes 25 Seconds West along said right-of-way for a distance of 1,642.78 feet to a set 5/8" capped rebar (LSF #1322); Thence leaving said right-of-way run North 46 Degrees 41 Minutes 00 Seconds East for a distance of 734.36 feet to a set 5/8" capped rebar (LSF #1322); Thence run North 31 Degrees 11 Minutes 00 Seconds East for a distance of 441.82 feet to a set 5/8" capped rebar (LSF #1322); Thence run North 00 Degrees 18 Minutes 37 Seconds East for a distance of 981.00 feet to a found 1/2" rebar; Thence run South 89 Degrees 06 Minutes 23 Seconds East for a distance of 1,425.71 feet to a found angle iron; Thence run South 00 Degrees 20 Minutes 52 Seconds West for a distance of 1,029.29 feet to a set 5/8" capped rebar (LSF #1322); Thence run North 88 Degrees 38 Minutes 25 Seconds West for a distance of 540.09 feet to a set 5/8" capped rebar (LSF #1322); Thence South 00 Degrees 20 Minutes 51 Seconds West for a distance of 819.51 feet to the POINT OF BEGINNING.

Said parcel contains 2,484,376 square feet or 57.033 acres

EXHIBIT "B"

## Permitted Exceptions

1. All taxes for the year 2022 and subsequent years.
2. Riparian rights incident to the premises.
3. Conveyance of Access Rights from City of Cartersville and James R. Douglas to Department of Transportation, State of Georgia, dated June 17, 1985, filed for record August 6, 1985 at 4:30 p.m., recorded in Deed Book 489, Page 126, Records of Bartow County, Georgia.
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5. Easement from Cercasbest N.A. to City of Cartersville, a Georgia municipal corporation, dated March 14, 2018, filed for record April 5, 2018 at 9:31 a.m., recorded in Deed Book 2993, Page 988, aforesaid Records.
6. All those matters as disclosed by that certain plat recorded in Plat Book 2018, Page 112, aforesaid Records.

6405611605  
PARTICIPANT ID

**BK:3518 PG:698-700**

**D2022018768**

**PT-61 008-2022-006195**

REAL ESTATE  
TRANSFER TAX  
PAID: 50.00

FILED IN OFFICE  
CLERK OF COURT  
12/16/2022 09:12 AM  
MELBA SCOGGINS, CLERK  
SUPERIOR COURT  
BARTOW COUNTY, GA

After recording return to:  
Calloway Title and Escrow, LLC  
4170 Ashford Dunwoody Rd. Ste. 525  
Atlanta, GA 30319  
2-42086

*Melba Scoggins*

STATE OF Georgia  
COUNTY OF Bartow

**QUIT CLAIM DEED**

**THIS DEED**, made this 14<sup>th</sup> day of December, in the Year of Our Lord Two Thousand Twenty-Two, from Joseph E. Brown and/or Martha Carol Brown as Trustees of The Joseph E. Brown and Martha Carol Brown Revocable Living Trust dated September 17, 2008 ("Grantor") to Southeastern Freight Lines, Inc., a South Carolina corporation ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

**WITNESSETH THAT:** Grantor, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

**TO HAVE AND TO HOLD** the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

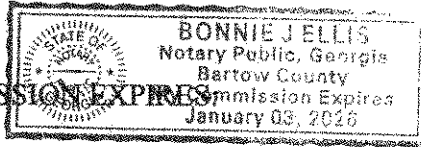
Signed, sealed and delivered  
in the presence of:

The Joseph E. Brown and Martha Carol  
Brown Revocable Living Trust,  
dated September 17, 2008

*[Signature]*  
Unofficial Witness

By: *Martha Carol Brown* (SEAL)  
Printed Name: Martha Carol Brown  
Title: Trustee

*Bonnie J. Ellis*  
Notary Public



MY COMMISSION EXPIRES

{AFFIX NOTARY SEAL}

BK:3518 PG:700

## EXHIBIT "A"

A parcel of land lying in Land Lots 728, 729, 784, 785 and 800 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia and being more particularly described as follows:

Commence at a found 1.5" open top pipe at the intersection of the northerly right-of-way of Brown Farm Road Southwest (60' right-of-way) and the line common to Land Lots 801 and 802; thence leaving said Land Lot Line, run North 88 Degrees 37 Minutes 47 Seconds West along said right-of-way for a distance of 540.09 feet to a set 5/8" capped rebar (L.S.F. #1322); thence run South 89 Degrees 50 Minutes 25 Seconds West along said right-of-way for a distance of 1,642.78 feet to a set 5/8" capped rebar (L.S.F. #1322) being the POINT OF BEGINNING of the parcel herein described; Thence run North 89 Degrees 40 Minutes 34 Seconds West along said right-of-way for a distance of 450.00 feet to a found 1/2" rebar; thence leaving said right-of-way, run North 00 Degrees 09 Minutes 20 Seconds East for a distance of 613.55 feet to a found 1/2" open top pipe; thence run South 89 Degrees 27 Minutes 18 Seconds East for a distance of 661.31 feet to a found 1" open top pipe; thence run North 00 Degrees 14 Minutes 46 Seconds East for a distance of 2,295.92 feet to a set 5/8" capped rebar (L.S.F. #1322) lying on the southerly right-of-way of Seaboard Airline Railroad (apparent 100' right-of-way); thence run North 78 Degrees 18 Minutes 31 Seconds East along said right-of-way for a distance of 2,013.00 feet to a set 5/8" capped rebar (L.S.F. #1322) at the intersection of said right-of-way and the line common to Land Lots 729 and 730; thence leaving said right-of-way, run South 00 Degrees 00 Minutes 19 Seconds West along said Land Lot Line for a distance of 1,473.09 feet to a found angle iron; thence leaving said Land Lot Line, run North 89 Degrees 06 Minutes 23 Seconds West for a distance of 1,425.71 feet to a found 1/2" rebar; thence run South 00 Degrees 18 Minutes 37 Seconds West for a distance of 981.00 feet to a set 5/8" capped rebar (L.S.F. #1322); thence run South 31 Degrees 11 Minutes 00 Seconds West for a distance of 441.82 feet to a set 5/8" capped rebar (L.S.F. #1322); Thence run South 46 Degrees 41 minutes 00 Seconds West for a distance of 734.36 feet to the POINT OF BEGINNING.

Said parcel contains 3,612,186 square feet, or 82.924 acres.

BK:3518 PG:695-697

6405611605  
PARTICIPANT ID

D2022018767

PT-61 008-2022-006194

FILED IN OFFICE  
CLERK OF COURT  
12/16/2022 09:12 AM  
MELBA SCOGGINS, CLERK  
SUPERIOR COURT  
BARTOW COUNTY, GA

REAL ESTATE  
TRANSFER TAX  
PAID: \$12,000.00

*Melba Scoggins*

Space Above This Line for Recorder's Use

After recording, please return to:

Amanda Calloway, Esquire  
Calloway Title and Escrow, LLC  
4170 Ashford Dunwoody Road  
Suite 525  
Atlanta, Georgia 30319

*2-42086*

STATE OF Georgia  
COUNTY OF Bartow

**TRUSTEE'S DEED**

**THIS INDENTURE** is made this 14<sup>th</sup> day of December, 2022, by and between Joseph E. Brown and/or Martha Carol Brown, as Trustee of the Joseph E. Brown and Martha Carol Brown Revocable Living Trust dated September 17, 2008, hereinafter called "Grantor", and Southeastern Freight Lines, Inc., a South Carolina corporation, hereinafter collectively called "Grantee". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, acting under and by virtue of the power and authority contained in the aforementioned trust, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee, all that tract or parcel of land lying and being in Land Lots 728, 729, 784, 785 and 800 of the 4th District of Bartow County, Georgia, and being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

\*3rd Section

**TO HAVE AND TO HOLD** said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee forever, in fee simple.



IN WITNESS WHEREOF, Grantor has executed and sealed this indenture, and delivered this indenture to Grantee, all the day and year first written above.

Signed, sealed and delivered  
in the presence of:

The Joseph E. Brown and Martha Carol  
Brown Revocable Living Trust,  
dated September 17, 2008

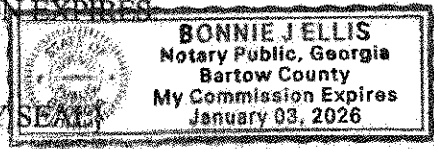
BJR  
Unofficial Witness

By: Martha Carol Brown (SEAL)  
Printed Name: Martha Carol Brown  
Title: Trustee

Bonnie J. Ellis  
Notary Public

MY COMMISSION EXPIRES

{AFFIX NOTARY SEAL}



**EXHIBIT "A"****Legal Description**

Tract No. 1 is more particularly described as composed of portions of Land Lots numbers 728, 729, 785, 784, and 800, said district and section, measuring 85 acres, more or less, BEGINNING at an iron pin situated at the point where the east land lot line of land lot 729 intersects with the south right of way of the Seaboard Airline Railroad; thence run south 0 degrees 45 minutes east 1512 feet to a stake placed in bottom on the V-ditch, which is the line between Lewis Brown and formally James Brown properties; thence run south 89 degrees 50 minutes west 1426 feet to Black Walnut Tree; thence continuing south 0 degrees 45 minutes east 981 feet, south 29 degrees 50 minutes west 441 feet, south 45 degrees 20 minutes west 733 feet to the center of public road and culvert where the public road crosses a Big Ditch; thence run south 89 degrees 50 minutes west 450 feet to property of Julian Brown marked by a fence on the west line of Land Lot 800 and 875; thence run north 0 degrees 20 minutes west 664 feet on the west line of Land Lot 800; thence north 89 degrees 50 minutes east 664 feet to a stake; thence north 0 degrees 50 minutes west 2309 feet to the south right of way of the Seaboard Airline Railroad; and thence running north 78 degrees 0 minutes east 2013 feet along said Seaboard Airline Railroad south right of way 2013 feet to an iron pin and the point of beginning.

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
<b>Contractor Labor Costs:</b>					
1.	6-5/8" O.D.-.250" W.T., F.B.E. Coated ERW X52 Steel Line Pipe	400	L.F.	\$40.00	\$16,000.00
2.	4-1/2" O.D.-.188" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	415	L.F.	\$25.00	\$10,375.00
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	50	L.F.	\$20.00	\$1,000.00
4.	2" IPS-DR 11, P.E. 2708 Polyethylene Pipe	50	L.F.	\$20.00	\$1,000.00
5.	6" Line Stopper Fitting w/ Outlet, ANSI Class 300, 720# W.P.	2	Ea.	\$3,125.00	\$6,250.00
6.	4" Line Stopper Fitting w/ Outlet, ANSI Class 300 720# W.P.	1	Ea.	\$3,125.00	\$3,125.00
7.	2" Line Stopper Fitting w/ Outlet, ANSI Class 300 720# W.P.	1	Ea.	\$1,875.00	\$1,875.00
8.	4" Line Valve Assembly, ANSI Class 300	1	Ea.	\$875.00	\$875.00
9.	2" Line Valve Assembly, 80# W.P.	1	Ea.	\$375.00	\$375.00
10.	2" Regulating Station	1	Ea.	\$10,000.00	\$10,000.00

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
11.	Purge & Abandon In Place	730	L.F.	\$2.50	\$1,825.00
12.	Grassing	1,500	L.F.	\$1.25	\$1,875.00
13.	Solid Rock Excavation	15	C.Y.	\$125.00	<u>\$1,875.00</u>
<b>ESTIMATED CONTRACTOR LABOR COST</b>					<b>\$56,450.00</b>

***Subcontractor Labor Costs:***

1.	6" Line Stopper Fitting w/ Outlet, ANSI Class 300, 720# W.P. (Tap & Stop)	2	Ea.	\$4,750.00	\$9,500.00
2.	4" Line Stopper Fitting w/ Outlet, ANSI Class 300 720# W.P. (Tap & Stop)	1	Ea.	\$3,750.00	\$3,750.00
3.	2" Line Stopper Fitting w/ Outlet, ANSI Class 300 720# W.P. (Tap & Stop)	1	Ea.	\$1,750.00	<u>\$1,750.00</u>

**ESTIMATED SUBCONTRACTOR LABOR COST**      **\$15,000.00**  
**ESTIMATED CONTRACTOR LABOR COST**      **\$56,450.00**

**TOTAL ESTIMATED LABOR COST**      **\$71,450.00**

***Material Costs:***

1.	6-5/8" O.D.-.219" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	400	L.F.	\$22.77	\$9,108.00
2.	4-1/2" O.D.-.188" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	415	L.F.	\$14.50	\$6,017.50

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
3.	2-3/8" O.D.-.154" W.T., F.B.E. Coated ERW X42/X52 Steel Line Pipe	50	L.F.	\$9.55	\$477.50
4.	2" IPS-DR 11, P.E. 2708 Polyethylene Pipe	50	L.F.	\$1.35	\$67.50
5.	6" Line Stopper Fitting w/ Outlet, ANSI Class 300, 720# W.P.	2	Ea.	\$2,689.00	\$5,378.00
6.	4" Line Stopper Fitting w/ Outlet, ANSI Class 300 720# W.P.	1	Ea.	\$1,833.00	\$1,833.00
7.	2" Line Stopper Fitting w/ Outlet, ANSI Class 300 720# W.P.	1	Ea.	\$372.00	\$372.00
8.	4" Line Valve Assembly, ANSI Class 300	1	Ea.	\$977.00	\$977.00
9.	2" Line Valve Assembly, 80# W.P.	1	Ea.	\$60.00	\$60.00
10.	2" Regulating Station	1	Ea.	\$5,615.00	\$5,615.00
11.	6"x90° L.R. Elbow, Shedule 80, Extra Strong Weight	2	Ea.	\$81.55	\$163.10
12.	6"x45° L.R. Elbow, Shedule 80, Extra Strong Weight	6	Ea.	\$74.00	\$444.00
13.	4"x90° L.R. Elbow, Schedule 40, Standard Weight	1	Ea.	\$40.00	\$40.00

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE<sup>1</sup></u>	<u>ESTIMATED TOTAL AMOUNT</u>
14.	4"x45° L.R. Elbow, Schedule 40, Standard Weight	6	Ea.	\$29.00	\$174.00
15.	4"x2" Reducing Outlet Tee, Schedule 40, Standard Weight	6	Ea.	\$60.50	\$363.00
16.	2"x90° Elbow (PE)	2	Ea.	\$6.23	\$12.46
17.	Grassing	1,500	L.F.	\$0.50	<u>\$750.00</u>
<b>TOTAL ESTIMATED MATERIAL COST</b>					<b>\$31,852.06</b>
<b>TOTAL ESTIMATED LABOR COST</b>					<b><u>\$71,450.00</u></b>
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$103,302.06</b>

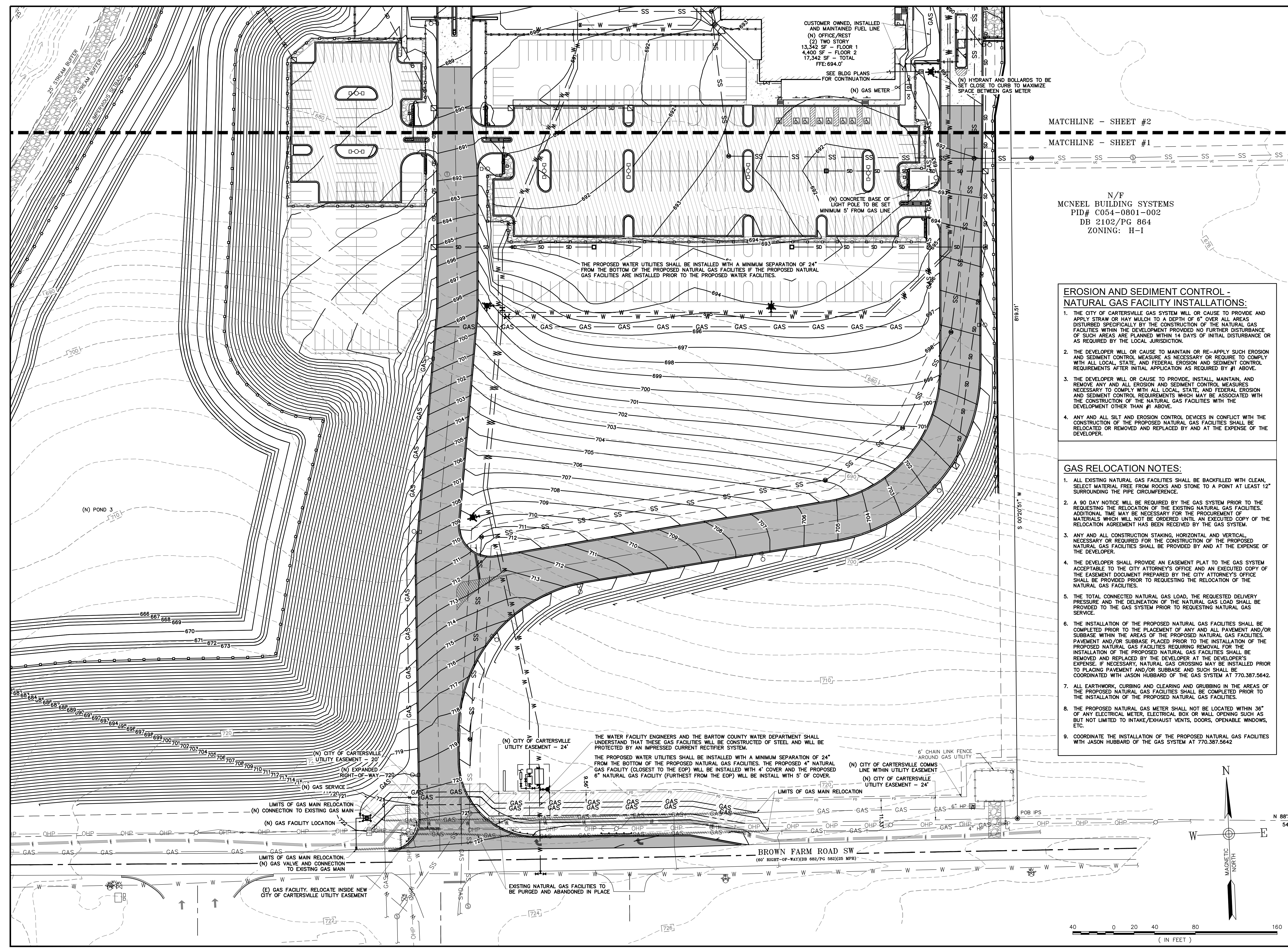
<sup>1</sup> Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 + 250% for inflation. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated February 2, 2024.



NO.	DATE	DESCRIPTION
E	7/26/24	UPDATES TO DETAILS
D	6/18/24	SHOP DRAWING REVISIONS
C	3/24	OWNER COMMENTS - SHOP RELOCATION
B	6/12/23	CITY OF CARTERSVILLE OWNER COMMENTS
A	4/28/23	CITY OF CARTERSVILLE COMMENTS
REV		DATE

DRAWN BY: Mattson C. Wiksell, P.E.  
 CHECKED BY: Kyle M. Hoyt, P.E.  
 DATE: 1/18/2023  
 PROJECT #: 22-014  
 SCALE: 1"=40'  
 SHEET TITLE: Gas Relocation Plan  
 SHEET NUMBER:

# C.7.1



MATCHLINE - SHEET #2  
 MATCHLINE - SHEET #1

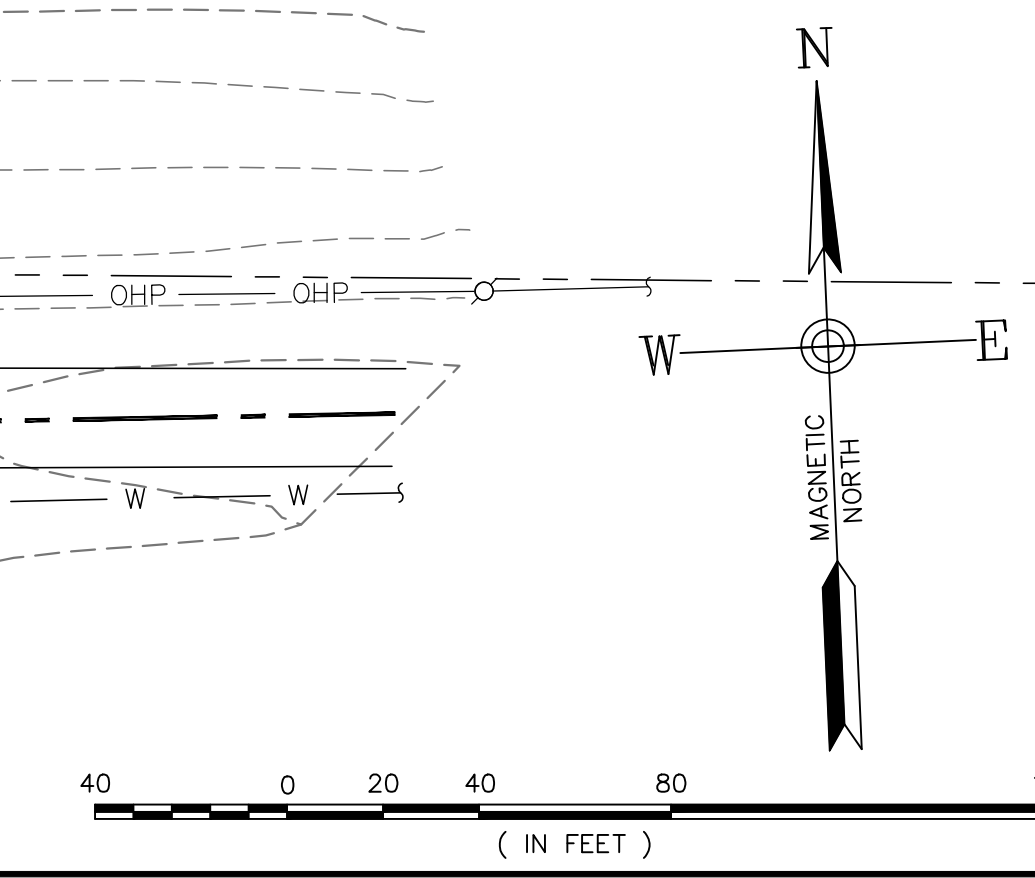
N/F  
 MCNEEL BUILDING SYSTEMS  
 PID# C054-0801-002  
 DB 2102/PG 864  
 ZONING: H-1

**EROSION AND SEDIMENT CONTROL - NATURAL GAS FACILITY INSTALLATIONS:**

1. THE CITY OF CARTERSVILLE GAS SYSTEM WILL 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 NATURAL GAS FACILITIES WITHIN THE DEVELOPMENT PROVIDED NO FURTHER DISTURBANCE OF SUCH AREAS ARE PLANNED WITHIN 14 DAYS OF INITIAL DISTURBANCE OR AS REQUIRED BY THE LOCAL JURISDICTION.
2. THE DEVELOPER WILL OR CAUSE TO MAINTAIN OR RE-APPLY SUCH EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY OR REQUIRE TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS AFTER INITIAL APPLICATION AS REQUIRED BY #1 ABOVE.
3. THE DEVELOPER WILL OR CAUSE TO PROVIDE, INSTALL, MAINTAIN, AND REMOVE ANY AND ALL EROSION AND SEDIMENT CONTROL MEASURES NECESSARY TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION AND SEDIMENT CONTROL REQUIREMENTS WHICH MAY BE ASSOCIATED WITH THE CONSTRUCTION OF THE NATURAL GAS FACILITIES WITH THE DEVELOPMENT OTHER THAN #1 ABOVE.
4. ANY AND ALL SILT AND EROSION CONTROL DEVICES IN CONFLICT WITH THE CONSTRUCTION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE RELOCATED OR REMOVED AND REPLACED BY AND AT THE EXPENSE OF THE DEVELOPER.

**GAS RELOCATION NOTES:**

1. ALL EXISTING NATURAL GAS FACILITIES SHALL BE BACKFILLED WITH CLEAN, SELECT MATERIAL FREE FROM ROCKS AND STONE TO A POINT AT LEAST 12" SURROUNDING THE PIPE CIRCUMFERENCE.
2. A 90 DAY NOTICE WILL BE REQUIRED BY THE GAS SYSTEM PRIOR TO THE REQUESTING THE RELOCATION OF THE EXISTING NATURAL GAS FACILITIES. ADDITIONAL TIME MAY BE NECESSARY FOR THE PROCUREMENT OF MATERIALS WHICH WILL NOT BE ORDERED UNTIL AN EXECUTED COPY OF THE RELOCATION AGREEMENT HAS BEEN RECEIVED BY THE GAS SYSTEM.
3. ANY AND ALL CONSTRUCTION STAKING, HORIZONTAL AND VERTICAL, NECESSARY OR REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE PROVIDED BY AND AT THE EXPENSE OF THE DEVELOPER.
4. THE DEVELOPER SHALL PROVIDE AN EASEMENT PLAT TO THE GAS SYSTEM ACCEPTABLE TO THE CITY ATTORNEY'S OFFICE AND AN EXECUTED COPY OF THE EASEMENT DOCUMENT PREPARED BY THE CITY ATTORNEY'S OFFICE SHALL BE PROVIDED PRIOR TO REQUESTING THE RELOCATION OF THE NATURAL GAS FACILITIES.
5. THE TOTAL CONNECTED NATURAL GAS LOAD, THE REQUESTED DELIVERY PRESSURE AND THE DELINEATION OF THE NATURAL GAS LOAD SHALL BE PROVIDED TO THE GAS SYSTEM PRIOR TO REQUESTING NATURAL GAS SERVICE.
6. THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE COMPLETED PRIOR TO THE PLACEMENT OF ANY AND ALL PAVEMENT AND/OR SUBBASE WITHIN THE AREAS OF THE PROPOSED NATURAL GAS FACILITIES. PAVEMENT AND/OR SUBBASE PLACED PRIOR TO THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES REQUIRING REMOVAL FOR THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE REMOVED AND REPLACED BY THE DEVELOPER AT THE DEVELOPER'S EXPENSE. IF NECESSARY, NATURAL GAS CROSSING MAY BE INSTALLED PRIOR TO PLACING PAVEMENT AND/OR SUBBASE AND SUCH SHALL BE COORDINATED WITH JASON HUBBARD OF THE GAS SYSTEM AT 770.387.5642.
7. ALL EARTHWORK, CURBING AND CLEARING AND GRUBBING IN THE AREAS OF THE PROPOSED NATURAL GAS FACILITIES SHALL BE COMPLETED PRIOR TO THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES.
8. THE PROPOSED NATURAL GAS METER SHALL NOT BE LOCATED WITHIN 36" OF ANY ELECTRICAL METER, ELECTRICAL BOX OR WALL OPENING SUCH AS BUT NOT LIMITED TO INTAKE/EXHAUST VENTS, DOORS, OPENABLE WINDOWS, ETC.
9. COORDINATE THE INSTALLATION OF THE PROPOSED NATURAL GAS FACILITIES WITH JASON HUBBARD OF THE GAS SYSTEM AT 770.387.5642



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, the undersigned \_\_\_\_\_, does hereby grant and convey unto the City of Cartersville, a municipal corporation of the State of Georgia (hereinafter referred to as "City"), its successors and assigns, a permanent utility for the construction, and operation, maintenance and use of utilities on the following described property for use for utility infrastructure, related appurtenances across and upon the land owned by the undersigned which is described as follows:

All that tract or parcel of land lying and being Land Lots ### of the #<sup>TH</sup> District, #<sup>RD</sup> 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.

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.

The City shall pay all damages to fences and crops which may be suffered by reason of installation, maintenance, or alteration of said public right of way and appurtenances thereto. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the City, 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(s) any title or interest in the equipment or installation made by the City and any property installed by the City shall remain the sole property of the City.

**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 City, its successors and assigns.

The said City 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