Memorandum.

To: Michael Dickson, Gas System Director

From: Brian Friery, Gas System Engineer

Date: May 10, 2021

RE: Extension Agreement

Natural Gas Main Extension

Commerce 75 (formerly known as Carson Loop-

Carson Industrial Hillwood)

Cartersville Project No. SP-21-002

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. Within this proposed extension, however, exists another proposed project, Commerce Centre at 75, who's Owner also requests natural gas service. The Owner of Commerce Centre at 75 has also 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. A single project is proposed by the Gas System, therefore, to extend the existing natural gas facilities to serve both project sites whereas, by two separate Extension Agreements, the Owners have agreed to reimburse the City all the costs associated with the extension of the existing natural gas facilities.

Attached, therefore, is an Extension Agreement in the amount of \$107,405.53 executed by the second project Owner, Commerce 75 B1, Inc. whereas the Owner agrees to reimburse the City all the costs associated with the extension of the existing natural gas facilities to serve natural gas to their proposed site for their portion of the extension. The City Attorney's office has reviewed and accepted this Agreement. I, therefore, recommend the City enter into this Agreement with Commerce 75 B1, Inc. in the amount of \$107,405.53.

A similar Extension Agreement between the City and Core5 Commerce Centre at 75, LLC in the amount of \$46,704.04 for the portion of this extension serving Commerce Centre at 75 is also on this Council agenda.



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

EXTENSION AGREEMENT

This Extension Agreement ("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 COMMERCE 75 B1, INC., a Delaware Corporation (hereinafter the "Owner") and their respective successors or assigns.

WITNESSETH:

WHEREAS, Owner is the owner of certain property being developed as COMMERCE 75, (hereinafter the "**Property**"), which is more particularly described in <u>Exhibit "A"</u> attached hereto and desires to enter into this Agreement for the purposes of facilitating such development;

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 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:

Owner will perform the following for the City and its inhabitants: provide a minimum of \$107,405.53
(a breakdown of the costs are attached hereto as <u>Exhibit "B"</u>) to extend the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit "C".



SGR/24795149.2

Additionally, the Owner hereby agrees to pay any and all reasonable and customary costs overruns 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 shall be responsible for the payment of all such reasonable and customary costs related to the scope of work referenced within the attached Exhibits. City agrees to advise Owner of any expected cost overruns upon City becoming aware of such cost overruns

- 2. In exchange for Owner providing the above described funds, the City shall extend the existing natural gas line as shown herein as <u>Exhibit "C"</u>.
- 3. Owner agrees to pay the above described sums within the following time periods (i) the \$107,405.53 initial estimate, no later than ten (10) days from the date of this Agreement, and (ii) no later than ten (10) days from the date of Owner's receipt of notice from City of any additional reasonable and customary costs associated with the scope of work referenced herein.
- 4. Owner shall be required to execute the easement as shown in <u>Exhibit "C"</u> and provide the City an acceptable plat of the easement within twenty (20) days from the date of written notice from the City.
- 5. Owner shall be responsible for the reasonable out of pocket expenses and costs incurred by City associated with this Agreement and installation of the natural gas line and related appurtenances including, but not limited to, legal fees, recording fees, title fees and survey fees, if any.
- 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 herein as Exhibit "C" provided, however Owner shall have a right of approval, not to be unreasonably withheld, over the terms of such contract.
- 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 location under this Agreement provided no further disturbance of such areas are planned within 14 days of initial disturbance or as required by local jurisdiction.
- 8. With the exception of Paragraph 7 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 maybe associated with the construction of the proposed gas facilities within the extension under this Agreement to the extent located within the Property. Owner further agrees to or cause to maintain or re-apply the erosion and sediment control measures called for in Paragraph 7 above with respect to the Property as necessary or required to comply 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 the Owner.
- 10. Except to the extent of City's or its agent's negligence or misconduct, Owner 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 except to the extent same arise as a result of City's or its agent's negligence or misconduct. In addition, except to the extent same arise as a result of City's or its agent's negligence or misconduct, Owner will reimburse the City for any and all



reasonable out of pocket costs 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: Commerce 75 B1 Inc.

3414 Peachtree Road, NE Suite 960

Atlanta, Georgia 30326

770.407.4760

SIGNATORIES APPEAR ON NEXT PAGE



| IN WITNESS WHEREOF, the pa, 20 | arties hereto set their hands and affix their seals thisday of |
|--|--|
| Signed, sealed, and delivered in the presence of: | CITY OF CARTERSVILLE, GEORGIA |
| Witness | By:(SEAL) Mathew Santini, Mayor |
| Notary Public | Attest:(SEAL) Julia Drake, City Clerk |
| (NOTARIAL SEAL) | |
| Signed, sealed, and delivered in the presence of: Withess | COMMERCE 75 B1, INC. By: (SEAL) |
| Late Mc cullan Notary Public | Its:(SEAL) |
| (NOTARIAL SEAL) | |
| KATE MCCULLOCH Notary Public - State of Georgia Fulton County My Commission Expires Nov 30, 2024 | |



BK:3237 PG:504-506 D2020014531

> FILED IN OFFICE CLERK OF COURT 10/01/2020 05:29 PM MELBA SCOGGINS, CLERK SUPERIOR COURT BARTOW COUNTY, GA

PREPARED BY:

Tom A. Spillman, Esq. Smith, Gambrell & Russell, LLP Promenade, Suite 3100 1230 Peachtree Street, NE Atlanta, GA 30309

AFTER RECORDING, RETURN TO:

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

2-38843

Melba Schoggins

6405611605 PARTICIPANT ID

REAL ESTATE TRANSFER TAX PAID: \$0.00

PT-61 008-2020-004130

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF BARTOW

Tax Parcel Number: 0069-0154-009

THIS INDENTURE, made as of the 1st day of Sentember, 2020 by and between CARLOOP, LLC, a Georgia limited liability company, as party or parties of the first part, hereinafter collectively called "Grantor," and COMMERCE 75 B1, INC., a Delaware corporation, as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee that certain tract or parcel of land lying and being in Bartow County, Georgia, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under the Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

BK:3237 PG:505

(Seal)

IN WITNESS WHEREOF, Grantor has caused this deed to be signed under seal the day and year first written above.

Signed, sealed and delivered in the presence of:

Unofficial Witness

otary Public

My Commission Expires:

[Notary Seal]

OFFICIAL SEAL
MEREDITH HUMPHREY
Notary Public, Georgia
COBB COUNTY
My Commission Expires
January 2, 2024

CARLOOP, LLC, a Georgia limited liability company

By: XI TO TO

Name: Ashutosh Rao Title: Managing Member EXHIBIT "A"

BK:3237 PG:506

Legal Description

Magnetic North:

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING, AND BEING IN LAND LOT(5) 154, 5th DISTRICT, 3rd SECTION CITY OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD (80' PUBLIC RIGHT-OF-WAY) AND THE NORTHEAST RIGHT-OF-WAY BROWN LOOP ROAD (30' RIGHT-OF-WAY). THENCE THENCE ALONG THE SOUTHEAST RIGHT-OF-WAY) OF CARSON LOOP ROAD IN A SOUTHWESTERLY DIRECTION WITH CURRY TURNING TO THE LEFT WITH A RADIUS OF 633.77 FEET, HAVING A CHORD DEARING OF 5 30'23' 18' W A CHORD DESTANCE OF 414.09 FEET AND AN ARC LENGTH OF 421.63 FEET TO A POINT, THENCE WITH A BEARING OF 5 14'53'32' W A DESTANCE OF 130.20 FEET TO A 34' OFEN TOP FIFE. THENCE LEAVING THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD WITH A BEARING OF N 59'45'30' W A DESTANCE OF 1204.31 FEET TO A 44' REBAR. THENCE WITH A BEARING OF N 21'07'20' F A CISTANCE OF 1189.14 FEET TO A 44 REBAR. THENCE WITH A BEARING OF N 21'07'20' F A CISTANCE OF 1189.14 FEET TO A 44' REBAR. THENCE WITH A BEARING OF N 21'07'20' F A CISTANCE OF 1189.14 FEET TO A 44' REBAR. THENCE WITH A BEARING OF N 21'07'20' F A CISTANCE OF 1189.14 FEET TO A 44' REBAR. THENCE WITH A BEARING OF N 21'07'20' F A CISTANCE OF 1189.14 FEET TO A 44' REBAR. THENCE WITH A BEARING OF N 21'07'20' F A CISTANCE OF 1189.14 FEET TO A FORM INTO NOTIFICATION WITH A CURRY TURNING TO THE RIGHT WITH A RADIUS OF 1142.93 FEET. HAVING A CHORD DISTANCE OF 97.67 FEET AND AN ARC LENGTH OF 97.70 FEET TO A FORM. THENCE WITH A BEARING OF S 56'35'15' E, A CHORD DISTANCE OF 98.80 FEET. HAVING A CHORD BEARING OF S 56'35'15' E, A CHORD DISTANCE OF 187.93 FEET TO A FOINT. THENCE WITH A BEARING OF S 56'35'15' E, A CHORD DISTANCE OF 187.93 FEET TO A FOINT. THENCE WITH A CURRY TURNING TO THE LEFT WITH A RADIUS OF 582.37 FEET, HAVING A CHORD BEARING OF S 59'50'42' E, A CHORD DISTANCE OF 113.73 FEET AND AN ARC LENGTH OF 113.75 FEET TO A FOINT. THENCE WITH A BEARING OF S 59'50'42' E, A CHORD DISTANCE OF 143.08 FEET TO A FOINT. THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURRY TURNING TO THE RIGHT WITH A RADIUS OF 565.59 FEET. HAVING A CHORD BEARING OF S 57'27'21' E, A CHORD DISTANCE OF 117.70 FEET AND AN ARC LENGTH OF 117.79 F

State Plane Coordinates:

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING, AND BEING IN LAND LOT(S) 154, 5th DISTRICT, 3rd SECTION CITY OF BARTOW COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF SOLITHEAST RIGHT-OF-WAY OF CARSON LOOF ROAD 460 PUBLIC RIGHT-OF-WAY AND THE NORTHEAST RIGHT-OF-WAY BROWN LOOP ROAD LOOP RIGHT-OF-WAY), THENCE ALONG THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOOP ROAD IN A SOUTHWESTERLY DIRECTION WITH CURVE TURNING TO THE LEFT WITH A RADIUS OF 633,77 FEET, HAVING A CHORD BEARING OF 5 29'3 1'57" W A CHORD DISTANCE OF 414 09 FEET AND AN ARC LENGTH OF 421 A3 FEET TO A POINT, THENCE WITH A BEARING OF 5 13°8946' W.A.DISTANCE OF 595. (5 PEET TO A POINT; THENCE WITH A BEARING OF 5 14'02') I' W.A.DISTANCE OF 130.20 FEET 10 A 3/4" OPEN FOR FIRE, THENCE LEAVING THE SOUTHEAST RIGHT-OF-WAY OF CARSON LOXIP ROAD WITH A BEARING OF N 60°363 F W A DISTANCE OF 1204.31 FEET TO A #4 REBAR. THENCE WITH A BEARING OF N 20°15'39' E A DISTANCE OF 1189.14 PEET TO A #4 REBAR ON THE NORTHEAST RIGHT-OF-WAY OF BROWN LOOP ROAD, THENCE ALONG THE NORTHEAST RIGHT-OF-WAY OF BROWN LOOP ROAD IN A Southeasterly direction with a curve turning to the right with a badius of 1142.93 feet, having a chord bearing of 5 GO'SG'20' E, A CHORD DISTANCE OF 97 GT FEET AND AN ARC LENGTH OF 97 70 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION with a curve turning to the left with a radius of 1746.95 feet, having a chord bearing of 5.572640 e, a chord distance OF 95.80 FEET AND AN ARC LENGTH OF 95.61 FEET TO A POINT. THENCE WITH A BEARING OF 5.59 3600 E A DISTANCE OF 1.87.93 FEET TO A POINT, THENCE IN A SOUTHEASTERLY DIRECTION WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 1922 37 FEET, HAVING A CHORD BEARING OF 5 GO 4203° E. A CHORD DISTANCE OF 1.13.73 FEET AND AN ARC LENGTH OF 1.13.75 FEET TO A POINT. THENCE WITH A BEARING OF 5 63° 1908' E Á DEITANCE OF 143 OB FEET TO A FOINT; THENCE IN A SOLITHEASTERLY DIRECTION WITH A CURVE TÚRNING TÓ THE RIGHT WITH A KADIUS OF 565.65 FEET, HAVING A CHORD BEARING OF \$ 58 (1842) E, A CHORD DISTANCE OF 1 17.70 FEET AND AN ARC LENGTH OF 1 17.51 FEET TO A POINT; THENCE WITH A BEAKING OF 5.53 5559 E.A.DISTANCE OF 287.42 FEET TO A POINT; THENCE WITH A BEARING OF 5.52"; I SO' E A DISTANCE OF 1.5G GZ FEET TO A POINT AND THE TRUE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINING 30.643 ACRES MORE OR LESS.

| ITEM NO. | DESCRIPTION | EST. QTY. | <u>UNIT</u> | ESTIMATED UNIT PRICE | ESTIMATED 1 TOTAL AMOUNT |
|-------------------------|---|--------------|-------------|----------------------|-----------------------------|
| Contractor Labor Costs: | | | | | |
| 1. | 4-1/2" O.D188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe | 1,105 | L.F. | \$21.00 | \$23,205.00 |
| 2. | 4-1/2" O.D237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe | 50 | L.F. | \$22.14 | \$1,107.00 |
| 3. | 2-3/8" O.D154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe | 470 | L.F. | \$14.00 | \$6,580.00 |
| 4. | 2-3/8" O.D218" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe | 60 | L.F. | \$22.14 | \$1,328.40 |
| 5. | 4" IPS-DR 11, P.E. 2708 Polyethylene Pipe | 1,025 | L.F. | \$8.76 | \$8,979.00 |
| 6. | 2" Line Valve Assemby, ANSI Class 300, 740# W.P. | 2 | Ea. | \$500.00 | \$1,000.00 |
| 7. | 4" Line Valve Assemby, 80# W.P. | 1 | Ea. | \$500.00 | \$500.00 |
| 8. | 4" Bore (Bore Only) | 155 | L.F. | \$30.00 | \$4,650.00 |
| 9. | 2" Bore (Bore Only) | 60 | L.F. | \$18.00 | \$1,080.00 |
| 10. | 2" Regulating Station | 1 | LS | \$11,000.00 | \$11,000.00 |
| 11. | Construction Exit | 1 | Ea. | \$1,200.00 | \$1,200.00 |
| 12. | Erosion Control Matting | 4,275 | S.F. | \$2.45 | \$10,473.75 |
| 13. | Silt Fence-Type B | 425 | L.F. | \$3.50 | \$1,487.50 |



| ITEM NO. | DESCRIPTION | EST. QTY. | <u>UNIT</u> | ESTIMATED UNIT PRICE 11T | ESTIMATED OTAL AMOUNT |
|-------------|---|--------------|-------------|--------------------------|--------------------------|
| 14. | Temporary Grassing | 1,900 | S.Y. | \$1.00 | \$1,900.00 |
| 15. | Permanent Grassing | 1,900 | S.Y. | \$1.00 | \$1,900.00 |
| 16. | Solid Rock Excavation | 40 | C.Y. | \$85.00 | <u>\$3,400.00</u> |
| | ESTIMATED | CONTR | ACTO | R LABOR COST | \$79,790.65 |
| Mate | rial Costs: | | | | |
| 1. | 4-1/2" O.D188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe | 1,105 | L.F. | \$9.75 | \$10,773.75 |
| 2. | 4-1/2" O.D237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe | 50 | L.F. | \$16.65 | \$832.50 |
| 3. | 2-3/8" O.D154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe | 470 | L.F. | \$5.95 | \$2,796.50 |
| 4. | 2-3/8" O.D218" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe | 60 | L.F. | \$10.25 | \$615.00 |
| 5. | 4" IPS-DR 11, P.E. 2708 Polyethylene Pipe | 1,025 | L.F. | \$2.96 | \$3,034.00 |
| 6. | 2" Line Valve Assemby, ANSI Class 300, 740# W.P. | 2 | Ea. | \$265.00 | \$530.00 |
| 7. | 4" Line Valve Assemby, 80# W.P. | 1 | Ea. | \$219.00 | \$219.00 |
| 8. | 2" Regulating Station | 1 | LS | \$5,193.00 | \$5,193.00 |



| ITEM <u>NO.</u> | DESCRIPTION | EST. QTY. | <u>UNIT</u> | ESTIMATED UNIT PRICE 1 TC | ESTIMATED OTAL AMOUNT |
|--------------------|--|--------------|-------------|---------------------------|--------------------------|
| 9. | 4"x2" Reducing Outlet Tee Standard Weight | 1 | Ea. | \$60.50 | \$60.50 |
| 10. | 4"x90° Elbow, Standard Weight | 1 | Ea. | \$33.21 | \$33.21 |
| 11. | 4" Steel to Polyethylene Transition Fitting | 1 | Ea. | \$72.00 | \$72.00 |
| 11. | 2"x90° Elbow, Standard Weight | 3 | Ea. | \$12.89 | \$38.67 |
| 12. | 4"x90° Elbow <i>(PE)</i> | 1 | Ea. | \$16.00 | \$16.00 |
| 13. | 4"x45° Elbow <i>(PE)</i> | 2 | Ea. | \$16.00 | \$32.00 |
| 14. | 4" End Cap <i>(PE)</i> | 1 | Ea. | \$12.00 | \$12.00 |
| 15. | Valve Marker | 3 | Ea. | \$21.00 | \$63.00 |
| 16. | Construction Exit | 1 | Ea. | \$100.00 | \$100.00 |
| 17. | Erosion Control Matting | 4,275 | S.F. | \$0.50 | \$2,137.50 |
| 18. | Silt Fence-Type B | 425 | L.F. | \$0.25 | \$106.25 |
| 19. | Temporary Grassing | 1,900 | S.Y. | \$0.25 | \$475.00 |
| 20. | Permanent Grassing | 1,900 | S.Y. | \$0.25 | <u>\$475.00</u> |
| | TOTAL ESTIMATED MATERIAL COST TOTAL ESTIMATED LABOR COST | | | | |
| | TOTAL ESTIMATED PROJECT COST | | | | |

ITEM EST. ESTIMATED ESTIMATED NO. DESCRIPTION QTY. UNIT UNIT PRICE 1 TOTAL AMOUNT

Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated April 5, 2021.



¹ Estimated unit prices of contractor labor costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 100% adjustment for inflation.







