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 Centre at 75 (formerly known as the KOA property)

Cartersville Project No. SP-21-001

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 75, who's Owner also requests natural gas service. The Owner of Commerce 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 \$46,704.04 executed by the first project Owner, Core5 Commerce Centre at 75, LLC 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 Core5 Commerce Centre at 75, LLC in the amount of \$46,704.04.

A similar Extension Agreement between the City and Commerce 75 B1, LLC in the amount of \$107,405.53 for the portion of this extension serving Commerce 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 (the "Agreement") is made and entered into this d	ay of
, 20, by and between the CITY OF CARTERSVILLE, a municipal corporation of the	State
of Georgia (hereinafter the "City") and Core5 Commerce Centre at 75, LLC, a Delaware Lin	mited
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 **Commerce Centre at 75**, (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 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 \$46,704.04 (a breakdown of the costs are attached hereto as Exhibit "B") to extend the existing natural gas line in accordance with the plans attached hereto and incorporated herein as Exhibit "C". Additionally, the Owner/Developer 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/Developer is responsible for all costs related to the scope of work referenced within the attached Exhibits.
- 2. In exchange for Owner/Developer providing the above described funds, the City shall extend the existing natural gas line as shown herein as Exhibit "C".
- 3. Owner/Developer 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/Developer shall be required to execute the easement 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 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 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".
- 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 7 above, the Owner/Developer 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 extension under this Agreement. The 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 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/Developer.
- 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 and Developer 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.

11. Notices:

If to the City: City Manager

P.O. Box 1390

Cartersville, Georgia 30120

770.387.5686

If to the Owner/

Devloper: Core5 Commerce Centre at 75, LLC

c/o Harry Allen

1230 Peachtree Street, NE, Suite 3560

Atlanta, Georgia 30309

SIGNATORIES APPEAR ON NEXT PAGE



IN WITNESS WHEREOF, the parties hereto, 20	o set their hands and affix their seals this day o
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: Witness Notary Public (NOTARIAL SEAL) PUBLIC STARY	CORES COMMERCE CENTRE AT 75, LLC By:

After recording, please return to: Sheldon E. Friedman, Esquire Friedman, Dever & Merlin, LLC 5555 Glenridge Connector, NE, Suite 925 Atlanta, Georgia 30342

Tax Parcel 0069-0155-002

STATE OF GEORGIA

COUNTY OF BARTOW

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED (this "Deed") is made as of the day of February, 2021, by and between CASS-WHITE ASSOCIATES, LP, a Georgia limited partnership ("Grantor") and CORE5 COMMERCE CENTRE AT 75, LLC, a Delaware limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, Grantor 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,

Those certain tracts or parcels of land described on **Exhibit "A"** attached hereto and by this reference made a part hereof

(hereinafter called the "Property"), subject to the matters described on Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, 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; and

GRANTOR SHALL WARRANT and forever defend the right and title to the Property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized representative as of the day, month and year first written above.

GRANTOR:

CASS-WHITE ASSOCIATES, LP, a Georgia limited partnership

By

Jay Tinter, Managing General Partner

(COMPANY SEAL)

Signed, sealed, and delivered this day of females, 2021 in the presence of:

Unofficial Witness

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Notary Public

My Commission Expires:

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THAT CERTAIN 22.60 ACRES, MORE OR LESS, LYING AND BEING IN LAND LOT 155 OF THE 5^{TH} DISTRICT AND 3^{RD} SECTION OF BARTOW COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT A TWO-INCH IRON PIPE LOCATED WHERE THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD INTERSECTS WITH THE WEST RIGHT OF WAY OF A 100 FOOT GEORGIA POWER COMPANY EASEMENT IN SAID LAND LOT, DISTRICT AND SECTION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PROPERTY OF FIRST PARTIES AS SHOWN BY A PLAT DATED AUGUST 10, 1988, PREPARED BY TOMMY M. KUYKENDALL, GEORGIA REGISTERED LAND SURVEYOR FOR CASS-WHITE ASSOCIATES LIMITED; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST 200.00 FEET TO A POINT, AND THE TRUE POINT OF BEGINNING; AND FROM SAID TRUE POINT OF BEGINNING THENCE DUE EAST 1,000 FEET TO A POINT; THENCE NORTH APPROXIMATELY 30 DEGREES WEST ON A LINE LYING BETWEEN THE PUMP HOUSE, POOL, OFFICE AND PAVILION ON THE EAST, AND THE SHED AND RESIDENCE DWELLING OF FIRST PARTIES ON THE WEST, TO A POINT ON THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD WHICH LIES 66 FEET, MORE OR LESS, NORTHEAST OF A CONCRETE RIGHT OF WAY MARKER AS MEASURED ALONG THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD; THENCE NORTHEASTERLY ALONG THE ARC OF THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD 235.2 FEET, MORE OR LESS, TO A RIGHT OF WAY MARKER, WHICH RIGHT OF WAY MARKER IS LOCATED 696.92 FEET NORTH 47 DEGREES 47 MINUTES 60 SECONDS EAST OF THE RIGHT OF WAY MARKER WHICH IS 66 FEET SOUTHWEST OF THE PREVIOUS POINT; THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST 1,318.92 FEET TO A TWO-INCH IRON PIPE; THENCE SOUTH 88 DEGREES 32 MINUTES 30 SECONDS WEST 1,367.41 FEET TO A BOLT; THENCE NORTH 00 DEGREES 05 MINUTES 30 SECONDS WEST 400.82 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 155 OF THE 5TH DISTRICT AND 3RD SECTION OF BARTOW COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A TWO-INCH IRON PIPE LOCATED WHERE THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD INTERSECTS WITH THE WEST RIGHT OF WAY OF A 100 FOOT GEORGIA POWER COMPANY EASEMENT, AND ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN 31.60 ACRES OWNED BY FIRST PARTIES IN SAID LAND LOT 155; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF PROPERTY OF FIRST PARTIES AND ALONG THE WEST RIGHT OF WAY OF SAID GEORGIA POWER COMPANY EASEMENT 200 FEET TO A POINT; THENCE DUE EAST 1,000 FEET TO A POINT; THENCE NORTH APPROXIMATELY 30 DEGREES

WEST, ON A LINE WHICH LIES BETWEEN THE PUMP HOUSE, POOL, OFFICE AND PAVILION ON THE EAST, AND THE SHED AND HOME OF FIRST PARTIES ON THE WEST, 700 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD; THENCE SOUTHWESTERLY ALONG THE SOUTH RIGHT OF WAY OF CASS-WHITE ROAD 66 FEET, MORE OR LESS, TO A CONCRETE RIGHT OF WAY MARKER; THENCE SOUTH 58 DEGREES 25 MINUTES WEST ALONG SAID RIGHT OF WAY 200.43 FEET TO A RIGHT OF WAY MARKER; THENCE SOUTH 54 DEGREES 50 MINUTES WEST ALONG SAID RIGHT OF WAY 200.47 FEET TO A RIGHT OF WAY MARKER; THENCE NORTH 36 DEGREES 26 MINUTES 20 SECONDS WEST ALONG SAID RIGHT OF WAY 25.03 FEET TO A RIGHT OF WAY MARKER; THENCE SOUTH 54 DEGREES 48 MINUTES 30 SECONDS WEST ALONG SAID RIGHT OF WAY 462.90 FEET TO A TWO-INCH IRON PIPE AND THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

- 1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
- 2. Easements as conveyed in Right-of-Way Deed from J. A. Carson et al to Bartow County, a political subdivision of the State of Georgia, dated May 20, 1958, filed for record May 27, 1958 and recorded in Deed Book 113, Page 273, Bartow County, Georgia records; as assigned by that certain indenture from County of Bartow to Georgia Rural Roads Authority, dated May 20, 1958, filed for record May 27, 1958, and recorded in Deed Book 113, Page 274, aforesaid records.
- 3. Easements as conveyed in that certain Warranty Deed from W. L. Pickard and G. W. Pickard to Irving Levent, his heirs and assigns, dated January 20, 1971, filed for record June 5, 1971, and recorded in Deed Book 189, Page 103, aforesaid records.
- 4. Easement for Right-of-Way from Fred R. Gould, II and Linda L. Gould to Georgia Power Company, a Georgia corporation, dated May 12, 1988, filed for record May 19, 1988, and recorded in Deed Book 575, Page 315, aforesaid records; and the current approximate located of said easement is shown on the Survey (as hereinafter defined).
- ALTA/NSPS Land Title Survey prepared by Kevin N. Cooney, Georgia Registered Land Surveyor No. 2980 of Southland Engineering, dated November 12, 2020 and last revised January 29, 2021, designated as Job No. 20099-13 (the "Survey"), reveals the following:
 - (A) gravel drive located in the northwest corner of the subject property and crossing property adjacent to the west now or formerly owned by Development Authority of Bartow County, providing access to Cass-White Road without an identified easement;
 - (B) overhead power lines, power poles, guy wires, and underground power lines located throughout the subject property without identified easements;
 - (C) clean outs located throughout the subject property;
 - (D) telephone line located in the northeastern portion of the subject property without an identified easement; and
 - (E) septic systems located throughout the subject property.

ENGINEER'S ESTIMATE

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	480	L.F.	\$21.00	\$10,080.00
2.	4-1/2" O.D237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	190	L.F.	\$22.14	\$4,206.60
3.	2-3/8" O.D154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	10	L.F.	\$14.00	\$140.00
4.	2" Line Valve Assemby, ANSI Class 300, 740# W.P.	1	Ea.	\$500.00	\$500.00
5.	4" Bore (Bore Only)	190	L.F.	\$30.00	\$5,700.00
6.	Connection to Existing 4" Steel	1	Ea.	\$700.00	\$700.00
7.	Clearing and Grubbing	0.16	Ac	\$15,000.00	\$2,341.60
8.	Construction Exit	1	Ea.	\$1,200.00	\$1,200.00
9.	Silt Fence-Type B	925	L.F.	\$3.00	\$2,775.00
10.	Temporary Grassing	3,800	S.Y.	\$1.00	\$3,800.00
11.	Permanent Grassing	3,800	S.Y.	\$1.00	\$3,800.00
12.	Solid Rock Excavation	10	C.Y.	\$85.00	<u>\$850.00</u>
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ESTIMATED CONTRACTOR LABOR COST

\$36,093.20

ENGINEER'S ESTIMATE

ITEM <u>NO.</u>	DESCRIPTION	EST. QTY.	<u>UNIT</u>	ESTIMATED UNIT PRICE 1 1 TO	ESTIMATED OTAL AMOUNT			
Material Costs:								
1.	4-1/2" O.D188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	480	L.F.	\$9.75	\$4,680.00			
2.	4-1/2" O.D237" W.T., Dual Coated, ERW X42/X52 Steel Bore Pipe	190	L.F.	\$16.65	\$3,163.50			
3.	2-3/8" O.D154" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	10	L.F.	\$5.95	\$59.50			
4.	2" Line Valve Assemby, ANSI Class 300, 740# W.P.	1	Ea.	\$265.00	\$265.00			
5.	4"x45° Elbow, Standard Weight	4	Ea.	\$29.29	\$117.16			
6.	4"x2" Reducing Outlet Tee, Standard Weight	1	Ea.	\$60.50	\$60.50			
7.	2" End Cap, Standard Weight	1	Ea.	\$12.93	\$12.93			
8.	Valve Marker	1	Ea.	\$21.00	\$21.00			
9.	Construction Exit	1	Ea.	\$100.00	\$100.00			
10.	Silt Fence-Type B	925	L.F.	\$0.25	\$231.25			
11.	Temporary Grassing	3,800	S.Y.	\$0.25	\$950.00			
12.	Permanent Grassing	3,800	S.Y.	\$0.25	<u>\$950.00</u>			
	TOTAL ESTIMATED MATERIAL COST \$10,610.84							



ENGINEER'S ESTIMATE

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

TOTAL ESTIMATED LABOR COST \$36,093.20

TOTAL ESTIMATED PROJECT COST \$46,704.04

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.







