
Memorandum

To: Michael Hill, Director

Cc: Michael Dickson, Assistant Director

From: Brian Friery, Gas System Engineer

Date: April 20, 2021

RE: Natural Gas Main Relocation
Northwest 75 Logistics Center
Turn Lane Conflict
Cartersville Project No. SP-21-003

As you know, the construction of the turn lane for the above referenced project conflicts with an existing 4" HP steel natural gas main requiring relocation of the existing natural gas facilities. We have estimated the total cost of this relocation to be approximately \$57,869.94 including labor and material costs. The costs associated with this relocation will be reimbursed by the Owner/Developer of the project. Attached, therefore, is a Relocation Agreement in the amount of \$57,869.94 between the City and IDI NW-75 Logistics, LLC whereas the Owner/Developer agrees to reimburse the City all the costs including overruns associated with the relocation of the natural gas facilities in conflict with the proposed construction of this project. The Agreement has been fully executed by the Owner/Developer and has been reviewed and is acceptable to the City Attorney's office, therefore, I recommend the City enter into this Agreement with IDI NW-75 Logistics, LLC in the amount of \$57,869.94 whereas the Owner/Developer agrees to reimburse the City all the costs including overruns associated with the relocation of the natural gas facilities in conflict with the proposed construction of this project.

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 **IDI NW-75 LOGISTICS, 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 is the owner of certain property being developed as **NORTHWEST 75 LOGISTICS 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 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 and 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 \$57,869.94 (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 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, 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 relocate the existing natural gas line.
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. Developer shall be required to execute the easement shown on Exhibit "C" and identified as City of Cartersville Utility 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 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/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 relocation under this Agreement. The Developer 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/Developer.

9. 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. 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.

10. Notices:

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

If to the Owner/
Developer: Gary Minor, Vice President, Development
1197 Peachtree Street, Building 300, Suite 600
Atlanta, Georgia 30361
770.866.1117

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 Santini, Mayor

Notary Public

Attest: _____(SEAL)
Julia Drake, City Clerk

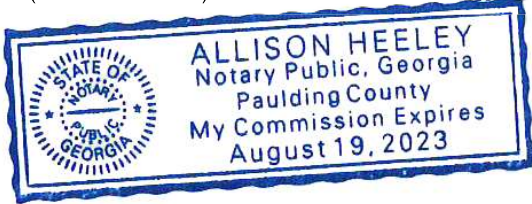
(NOTARIAL SEAL)

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

(NOTARIAL SEAL)



IDI NW-75 LOGISTICS, LLC

By: [Signature] (SEAL)

Its: Vice President (SEAL)

BK:3147 PG:487-492

D2019016343

FILED IN OFFICE
CLERK OF COURT
12/13/2019 02:38 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

1983094574
7067927936
PARTICIPANT ID

THIS DOCUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Jeff Upshaw

REAL ESTATE
TRANSFER TAX
PAID: \$10,250.00

Melba Scoggins

When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 964217

PT-61 008-2019-005327

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

LIMITED WARRANTY DEED

Tax Parcel ID No: 0080-0242-001 (portion of)

STATE OF GEORGIA
COUNTY OF BARTOW

THIS LIMITED WARRANTY DEED is made as of December 12, 2019, by **FOXFIELD BARTOW, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), in favor of **IDI NW-75 LOGISTICS, LLC**, a Delaware limited liability company (hereinafter called "Grantee").

WITNESSETH:

That Grantor, 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 of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, together with all buildings, improvements and fixtures located thereon (the "Property").

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

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor,

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Foxfield Bartow LLC				Exempt Code If no exempt code enter NONE NONE	
MAILING ADDRESS (STREET & NUMBER) 1000 William Hilton Pkwy Suite C-6				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$10,250,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Hilton Head Island, SC 29928 USA		DATE OF SALE 12/12/2019		1A. Estimated fair market value of Real and Personal property \$0.00	
SECTION B – BUYER'S INFORMATION (Do not use agent's Information)				2. Fair market value of Personal Property only \$0.00	
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME IDI NW-75 Logistics LLC				3. Amount of liens and encumbrances not removed by transfer \$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 1100 Peachtree Street Suite 1000				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$10,250,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30309 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$10,250.00	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Cassville White Road			SUITE NUMBER
COUNTY BARTOW		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 0080 0242 001	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 5	ACRES	LAND LOT 242 and 263	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE		DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

None

RECORDED

THIS DOCUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Jeff Upshaw

When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 964217

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES ONLY

LIMITED WARRANTY DEED

Tax Parcel ID No: 0080-0242-001 (portion of)

STATE OF GEORGIA
COUNTY OF BARTOW

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WITNESSETH:

That Grantor, 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 of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, together with all buildings, improvements and fixtures located thereon (the "Property").

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

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor,


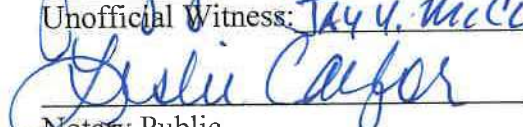
but not otherwise. This Deed and the warranty of title contained herein are made expressly subject to those certain matters set forth on Exhibit B attached hereto and made a part hereof, but not otherwise.

(The words “Grantor” and “Grantee” include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

[SEE SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as an instrument under seal as of the date set forth above.

Signed, sealed and delivered
in the presence of:


Unofficial Witness: JAY V. MCCURE

Notary Public

My Commission Expires

[NOTARY SEAL]



GRANTOR:

FOXFIELD BARTOW, LLC,
a Delaware limited liability company

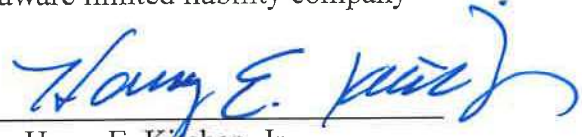
By: 
Name: Harry E. Kitchen, Jr.
Its: Manager

EXHIBIT A

Property

All that tract or parcel of land lying and being in Bartow County, Georgia, that is labeled "Proposed Conveyance" on the plat recorded in Book 2019, Page 304 in Bartow County, Georgia real estate records.

Such property is more particularly described below:

All that tract or parcel of land lying and being in Land Lots 242 and 263 of the 5th Land District, 3rd Section of Bartow County, Georgia and being more particularly described as follows:

Commencing at a 5/8" rebar found at the common corner of Land Lots 263, 264, 277 and 278. Thence running along the southern line of Land Lot 263, North 89°13'24" West, 2714.73 feet to the True Point of Beginning; thence continuing along the southern line of Land Lot 263, North 89°13'24" West 361.39 feet to a 1-1/2" open top pipe found at the common corner of Land Lots 241, 242, 263 and 264; Thence running along the southern line of Land Lot 242, North 88°56'52" West, 1710.16 feet to a 2" open top pipe found at a rock; Thence leaving said southern line of Land Lot 242 and running, North 12°56'43" East, 1309.17 feet to a 2" open top pipe found; Thence, North 74°46'12" West, 219.13 feet to a 2" open top pipe found in a 60" Oak tree; Thence, North 05°34'00" East, 700.66 feet to a fence corner; Thence, South 87°14'48" East, 207.49 feet to a 2" open top pipe found; Thence, North 06°15'37" East, 482.03 feet to a 1/2" rebar and cap set along the southern line of Cassville-White Road (a variable width right-of-way); Thence running along said southern line of Cassville-White Road, South 88°28'06" East, 241.74 feet to a 1/2" rebar and cap set; Thence leaving said southern line of Cassville-White Road and running, South 05°09'40" East, 6.76 feet to a 1/2" rebar and cap set; Thence, South 88°54'22" East, 75.00 feet to a 3/4" open top pipe found; Thence, North 05°09'40" West, 6.19 feet to a 1/2" rebar and cap set along said southern line of Cassville-White Road; Thence running along said southern line of Cassville-White Road, South 88°28'06" East, 1265.49 feet to a 1/2" rebar and cap set; Thence, 201.68 feet along a tangent curve to the left, having a radius of 1234.00 feet and being scribed by a chord bearing North 86°50'58" East, 201.46 feet to a point; thence, South 53°20'13" West, 206.39 feet to a point; thence, 105.21 feet along the arc of a nontangent curve to the left having a radius of 252.00 feet and being scribed by a chord bearing South 31°32'23" East, 104.45 feet to a point; thence North 53°20'13" East, 121.66 feet to a point; thence 306.48 feet along a tangent curve to the right, having a radius of 370.00 feet and being scribed by a chord bearing North 77°03'59" East, 297.79 feet to a point; thence, South 79°12'16" East, 287.97 feet to a point, thence, South 53°25'55" East, 869.88 feet to a point; thence South 36°34'05" West, 2315.80 feet to the place of beginning.

Bearings are based on Georgia State Plane Coordinate System (NAD 83) West Zone. Said tract contains 150.445 acres (6,553,394 square feet), more or less.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years.
2. Any survey matters disclosed on that certain ALTA/NSPS Land Title Survey prepared by Justin Kyle Lawrence, GRLS No. 3283 of Point to Point Land Surveyors, dated November 19, 2019, being Job No. 195100GA (the "Survey").
3. Other title exceptions listed in Buyer's Title Commitment and not timely objected to by Buyer pursuant to this Agreement.
4. Drainage rights as conveyed in Right-of-Way Deed from Carl & Mary Ward to Bartow County, Georgia, dated August 8, 1956, filed for record December 3, 1956 and recorded in Deed Book 108, Page 514, in Bartow County, Georgia real estate records.
5. Drainage rights as conveyed in Right-of-Way Deed from Joel Parker to Bartow County, Georgia, dated August 8, 1956, filed for record December 3, 1956 and recorded in Deed Book 108, Page 506, in Bartow County, Georgia real estate records.
6. Drainage rights as conveyed in Right-of-Way Deed from W.M. Parker to Bartow County, Georgia, dated September 2, 1955, filed for record December 3, 1956 and recorded in Deed Book 108, Page 483, in Bartow County, Georgia real estate records.
7. Drainage rights as conveyed in Right-of-Way Deed from W.M. Parker to Bartow County, Georgia, dated September 2, 1955, filed for record December 3, 1956 and recorded in Deed Book 108, Page 510, in Bartow County, Georgia real estate records.
8. Easement from John V. Bishop to Billy (Bill) A. Dent and Nora F. Dent, dated June 7, 1962, filed for record June 8, 1962, and recorded in Deed Book 131, Page 158, in Bartow County, Georgia real estate records.
9. Drainage rights as conveyed in Right-of-Way Deed from R. L. Guyton to Bartow County, Georgia, dated August 8, 1955, filed for record December 3, 1956 and recorded in Deed Book 108, Page 513, in Bartow County, Georgia real estate records.
10. Easements for slopes, fills and drainage as conveyed in Right-of-Way Deed from J. M. Neel et al to Bartow County, dated March 26, 1955, filed for record April 17, 1956 and recorded in Deed Book 106, Page 506, in Bartow County, Georgia real estate records.
11. Easements for slopes, fills and drainage as conveyed in Right-of-Way Deed from J. A. Carson et al to Bartow County, dated May 20, 1958, filed for record May 27, 1958 and recorded in Deed Book 113, Page 273, in Bartow County, Georgia real estate records.

12. Easement from Anheuser-Busch, L.L.C. to Municipal Electric Authority of Georgia, dated January 28, 2016, filed for record February 8, 2016, and recorded in Deed Book 2814, Page 942, in Bartow County, Georgia real estate records, and the current approximate location of which is as shown on the Survey

13. Restrictive Covenants as contained in that certain Limited Warranty Deed from Anheuser-Busch, LLC, a Missouri limited liability company to Foxfield Bartow, LLC, a Georgia limited liability company, dated June 24, 2019, filed for record June 25, 2019, and recorded in Deed Book 3098, Page 938, in Bartow County, Georgia real estate 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	1,115	L.F.	\$21.00	\$23,415.00
2.	3/4" IPS-.113" W.T. F.B.E. Coated, SMLS B Steel Line Pipe	15	L.F.	\$10.00	\$150.00
3.	3/4" IPS-DR 11, P.E. 2708, Polyethylene Pipe	30	L.F.	\$7.20	\$216.00
4.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$3,200.00	\$6,400.00
5.	Farm Tap Assembly	1	Ea.	\$1,000.00	\$1,000.00
6.	3/4" Service Tee, 1,200# W.P.	1	Ea.	\$300.00	\$300.00
7.	3/4" Anodeless Service Riser	1	Ea.	\$250.00	\$250.00
8.	3/4" Meter Valve, 175# W.P.	1	Ea.	\$150.00	\$150.00
9.	Purge and Abandon In Place	995	L.F.	\$2.00	\$1,990.00
10.	Permanent Grassing	2,000	S.Y.	\$1.00	\$2,000.00
11.	Solid Rock Excavation	15	C.Y.	\$85.00	<u>\$1,316.32</u>
ESTIMATED CONTRACTOR LABOR COST					\$37,187.32

Subcontractor Labor Costs:

1.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P. (Tapping & Stopping)	2	Ea.	\$2,700.00	<u>\$5,400.00</u>
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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>
	ESTIMATED SUBCONTRACTOR LABOR COST				\$5,400.00
	ESTIMATED CONTRACTOR LABOR COST				<u>\$37,187.32</u>
	TOTAL ESTIMATED LABOR COST				<u>\$42,587.32</u>

Material Costs:

1.	4-1/2" O.D.-.188" W.T., F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,115	L.F.	\$9.75	\$10,871.25
2.	3/4" IPS-.113" W.T. F.B.E. Coated, SMLS B Steel Line Pipe	15	L.F.	\$4.95	\$74.25
3.	3/4" IPS-DR 11, P.E. 2708, Polyethylene Pipe	30	L.F.	\$0.42	\$12.60
4.	4" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$1,647.33	\$3,294.66
5.	4"x90° L.R. Elbow, Standard Weight	4	Ea.	\$33.21	\$132.84
6.	4" End Cap, Standard Weight	4	Ea.	\$19.96	\$79.84
7.	Farm Tap Assembly	1	Ea.	\$250.00	\$250.00
8.	3/4" Service Tee, 1,200# W.P.	1	Ea.	\$26.78	\$26.78
9.	3/4" Anodeless Service Riser	1	Ea.	\$23.50	\$23.50
10.	3/4" Meter Valve, 175# W.P.	1	Ea.	\$16.90	\$16.90
11.	Permanent Grassing	2,000	S.Y.	\$0.25	<u>\$500.00</u>

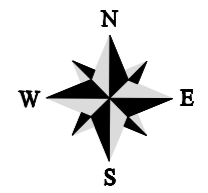
ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE¹</u>	<u>ESTIMATED TOTAL AMOUNT</u>
TOTAL ESTIMATED MATERIAL COST					\$15,282.62
TOTAL ESTIMATED LABOR COST					<u>\$42,587.32</u>
TOTAL ESTIMATED PROJECT COST					\$57,869.94

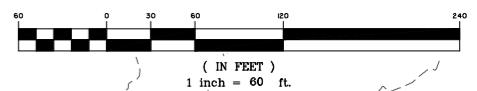
¹ Estimated unit prices of contractor labor costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus 100% adjustment for inflation.

Estimated unit prices of sub-contractor labor costs are based on tap pricing dated August 2, 2019 by Southeastern Natural Gas Services Of Rome, Inc.

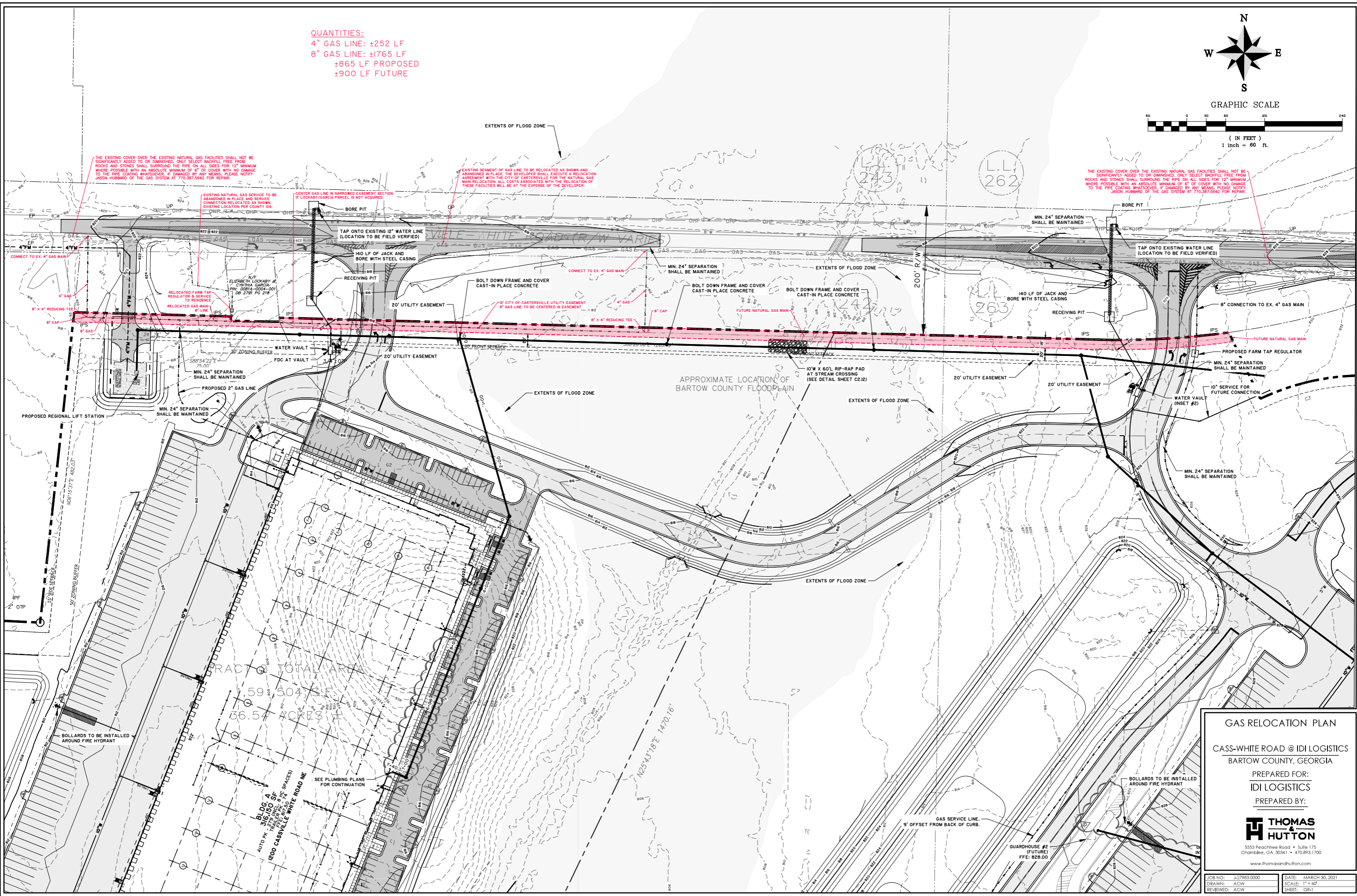
Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated April 5, 2021.



GRAPHIC SCALE



QUANTITIES:
4" GAS LINE: ±252 LF
8" GAS LINE: ±1765 LF
±865 LF PROPOSED
±900 LF FUTURE



TRACT TOTAL AREA
59,504 SF
36.54 ACRES ±

BLOCK A
36,130 SF
259,100 SF
1200 CASSVILLE WHITE ROAD NE
SEE PLUMBING PLANS FOR CONTINUATION

GAS RELOCATION PLAN

CASS-WHITE ROAD @ IDI LOGISTICS
BARTOW COUNTY, GEORGIA

PREPARED FOR:
IDI LOGISTICS

PREPARED BY:
THOMAS & HUTTON

5553 Peachtree Road • Suite 175
Chamblee, GA 30341 • 470.893.1700
www.thomasandhutton.com

JOB NO: 2-27983.0000	DATE: MARCH 30, 2021
DRAWN: ACW	SCALE: 1" = 60'
REVIEWED: ACW	SHEET: GR-1