

# GILLEM LOGISTICS CENTER OWNERS ASSOCIATION, INC.

1 GLENLAKE PARKWAY, SUITE 900 ATLANTA, GEORGIA 30328

March 9, 2024

City Manager Ricky L. Clark, Jr.  
City of Forest Park  
745 Forest Parkway  
Forest Park, Georgia 30297

RE: Assessments Due from the City of Forest Park, Georgia (the "City") and the Urban Redevelopment Authority of the City of Forest Park, Georgia (the "URA") to Gillem Logistics Center Owners Association, Inc. (the "Association") in Exchange for the Provision of Police Services at Gillem Logistics Center by the City

Dear Mr. Clark:

This Letter Agreement shall serve to memorialize the agreement between the City and the Association regarding the resolution of the payments of assessments due from the City and the URA to the Association pursuant to the terms of that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Gillem Logistics Center dated June 11, 2014 and recorded at Deed Book 10541, Page 591, Clayton County, Georgia records (as amended, the "Declaration") in exchange for policing provided by the City. Initially capitalized terms used but not defined herein shall have the definitions ascribed to them in the Declaration.

In consideration of the sum of Ten and No/100ths Dollars (\$10.00) cash in hand paid by each party to the other, the City and the Association agree as follows:

1. Past Due Assessments. Within three (3) business days following the date on which this Letter Agreement is executed and delivered by both of the parties hereto, the City shall pay to the Association all current and past due assessments due to the Association from the City in the amount of \$5,049.75 (the "Past Due Assessments").

2. Future Assessments. Notwithstanding anything in the Declaration to the contrary, the parties agree that so long as this Letter Agreement remains in effect, the City continues to provide the services set forth herein and the Past Due Assessments are paid in full, neither the City nor the URA shall have any further obligation to pay any assessments to the Association.

3. Security. In satisfaction of the City's and the URA's obligations to pay assessments to the Association, the City agrees to post at Gillem Logistics Center one (1) police officer (the "Officer") during the hours of 7:00 p.m. to 7:00 a.m., seven (7) nights a week throughout the calendar year during the term of this Agreement to protect property and persons within Gillem Logistics Center and more specifically the area shown on Exhibit A to this Letter Agreement. In addition to the waiver of the URA's requirement to pay assessments to the Association, a monthly payment in the amount of \$4,166.67 will be made to the City by the Association to cover the costs of the Officer. All individuals serving as the Officer shall be members of the Uniform Patrol Division of the Forest Park Police Services Department (the "Department") and at all times must be certified as a Certified Peace Officer by the Georgia Peace Officers Standards & Training Council in accordance with the requirements set forth in O.C.G.A. §35-8-8 - §35-8-9. In no event shall any individual acting as the Officer under this Agreement constitute an agent, vendor, employee, contractor, or representative of the Association.

4. Officer Duties. In its efforts to protect the individuals and property within Gillem Logistics Center and specifically in order to deter theft, vandalism and other possible crimes therein, the Officer shall patrol all public and private roads and parking areas in Gillem Logistics Center throughout their shifts. The Officer also shall observe and exercise all rights, powers, duties and obligations afforded to all officers of the Department and shall diligently pursue the arrest and conviction of any individual caught violating the Criminal Code of Georgia or the criminal offenses set forth in the Code of Ordinances, City of Forest Park, Georgia.

5. Liability. Neither the Association, its Board of Directors, nor its Members shall be liable for any claim resulting from any actions of the Officer within Gillem Logistics Center, unless such a claim is due to the negligence or willful misconduct of the Association, its Board of Directors, or its Members.

6. Changes in Officer Shifts; Annual Costs. The Association reserves the right to meet with the URA and the City to renegotiate this Letter Agreement at any time upon fifteen (15) days prior notice to the URA and the City in order to revise the required shifts for the Officer or to address changes in the annual costs to the Association. The parties agree to enter into an amendment to this Letter Agreement within fifteen (15) days following the date of such meeting addressing any changed terms.

7. **Term.** The term of this Agreement (the “**Term**”) shall commence on the date on which this Agreement is executed and delivered by both parties hereto and shall continue for an initial term of one (1) year. Following the initial Term, this Agreement shall automatically renew for successive periods of one (1) year each, unless terminated in accordance with Paragraph 7 below.

8. **Termination.** Either party hereto may terminate this Agreement at any time for any or no reason by providing written notice to the other parties no less than six (6) months prior to the date of such termination (the “**Termination Date**”). If this Agreement is so terminated, then beginning on the Termination Date, assessments again shall begin to accrue against and be due and payable to the Association by the City and the URA in accordance with the terms and conditions of the Declaration.

9. Assignment. Neither party hereto may assign its rights or obligations under this Agreement to anyone without the prior written consent of the other party hereto.

10. Notices. Any notice given pursuant to this Agreement shall be in writing and delivered by (a) personal delivery, (b) reputable overnight delivery service (e.g., FedEx, UPS, etc.), or (c) email (with a hard copy to follow within one (1) business day via overnight delivery) sent to the intended addressee at the address set forth below or to such other address as the addressee may designate by notice sent in accordance herewith. All notices given hereunder shall be deemed to have been received (x) at the time of personal delivery, (y) as of the date of the first attempted delivery via overnight delivery service or (z) as of the date of an email transmission (provided a copy of such notice is also sent to the intended addressee within one (1) business day via overnight delivery). Unless changed in accordance with the terms hereof, the addresses for notices given pursuant to this Agreement shall be as follows:

If to the City: City of Forest Park, Georgia  
745 Forest Parkway  
Forest Park, Georgia 30297  
Attn: City Manager  
Email: [rclark@forestparkga.org](mailto:rclark@forestparkga.org)

with a copy to: **Police Services Department of the City of Forest Park, Georgia**  
745 Forest Parkway

Forest Park, Georgia 30297  
Attn: Chief of Police  
Email: bcriss@forestparkga.org

with a copy to: Denmark Ashby  
100 Hartsfield Centre Pkwy., Ste 400  
Atlanta, Georgia 30654  
Attn: Danielle Matricardi  
Email: dmatricardi@denmarkashby.com

If to the Association: Gillem Logistics Center Owners Association, Inc.  
c/o Robinson Weeks Partners  
1 Glenlake Pkwy, Suite 900  
Atlanta, Georgia, 30328

with a copy to: Sheley, Hall & Williams, P.C.  
303 Peachtree St. NE, Suite 4440  
Atlanta, Georgia 30308  
Attn: Trey Chancellor  
Email: tchancellor@sheleyhall.com

11. Amendments. This Agreement can only be changed by a written instrument executed by both of the parties hereto.

12. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

13. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by email or via electronic signature applications (e.g., DocuSign), and the signature page of any party to any counterpart may be appended to any other counterpart.

14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15. Applicable Law. This Agreement is governed in accordance with the laws of the State of Georgia.

16. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

17. Waiver of Jury Trial. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out or relating to this Agreement. Attorneys' Fees. If a party commences an action against any other arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to

recover its costs of suit, reasonable attorneys' fees, and all costs reasonably related to such litigation, actually incurred.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

Sincerely,

**GILLEM LOGISTICS CENTER  
OWNERS ASSOCIATION, INC.,**  
a Georgia nonprofit corporation

By: 

Name: Richard Goldberg

Title: President

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

AGREED AND ACCEPTED THIS  
9 DAY OF March, 2023:

CITY OF FOREST PARK, GEORGIA

By: RL  
Name: Richy L. Clark, Jr.  
Title: City Manager

**EXHIBIT A**  
**GILLEM LOGISTICS CENTER PATROL AREA**

Master Planned Park Setting: Gillem Logistics Center

