After recording, return to: Trey Chancellor, Esq. Sheley, Hall & Williams, P.C. 303 Peachtree St., NE Suite 4440 Atlanta, Georgia 30308

STATE OF GEORGIA

COUNTY OF CLAYTON

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (this "<u>Agreement</u>") is made effective as of the ______ day of ______, 2025 by and between the **URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK D/B/A FOREST PARK/FORT GILLEM IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY**, a public body corporate and politic duly created and existing under the laws of the State of Georgia ("<u>Grantor</u>"), and **CLAYTON COUNTY WATER AUTHORITY**, a duly organized and existing governmental authority under the laws of the State of Georgia ("<u>Grantee</u>").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of property consisting of approximately 7.727 acres of land located in the City of Forest Park, Clayton County, Georgia and more particularly described on <u>Exhibit A</u> attached hereto and by this reference made a part hereof (the "<u>URA Property</u>");

WHEREAS, Grantee desires to construct and maintain a waterline over the URA Property for the benefit of (a) the adjoining property currently owned by Gillem Logistics Center Building 650, LLC, a Georgia limited liability company, consisting of approximately 14.264 acres located in the City of Forest Park, Clayton County, Georgia and more particularly described on Exhibit B-1 attached hereto and by this reference made a part hereof (the "Building 650 Property") and (b) the property currently owned by Gillem Logistics Center Building 600, LLC, a Georgia limited liability company, consisting of approximately 42.328 acres located in the City of Forest Park, Clayton County, Georgia and more particularly described on Exhibit B-2 attached hereto and by this reference made a part hereof (the "Building 600 Property"; the Building 650 Property and the Building 600 Property are sometimes hereinafter collectively, referred to as the "Benefitted Properties"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement for the establishment of easements for the construction, installation and maintenance of a waterline and to address other matters as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100ths Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Perpetual Waterline Easement.

- (a) <u>Grant</u>. Grantor hereby grants and conveys to Grantee a perpetual, exclusive waterline easement (the "<u>Waterline Easement</u>") over, upon, along, under, and through that portion of the URA Property described on <u>Exhibit C</u> and depicted on <u>Exhibit D</u>, both of which are attached hereto and by this reference made parts hereof (the "<u>Waterline Easement Area</u>"), for purposes of installing, repairing, maintaining, and replacing a waterline and related facilities located within the Waterline Easement Area (collectively, the "<u>Waterline</u>"), which Waterline shall strictly serve and benefit the Benefitted Properties.
- (b) Reservation of Use. Notwithstanding anything to the contrary contained herein, Grantor reserves for itself and its successors and assigns the perpetual non-exclusive right to use the Waterline Easement Area for any and all purposes, including but not limited to, the right to install and maintain landscaping, access roads, service drives, utility lines and related appurtenances under, over and through the Waterline Easement Area, provided that such use does not unreasonably interfere with Grantee's rights hereunder. Grantor reserves the right to locate other public and private easements within, over, upon, along, under and through the Waterline Easement Area.
- (c) <u>Maintenance</u>. Grantee, at Grantee's sole cost and expense, shall be responsible for the maintenance, repair and replacement of the Waterline. All maintenance and repair shall be performed in a good, workmanlike manner and Grantee shall have the obligation to maintain the Waterline in good working order and condition. The rights granted to Grantee under this Agreement shall include, without limitation, the right to enter onto the URA Property upon reasonable prior notice and as reasonably necessary to access incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, pipelines, junction boxes in, upon, under and across the URA Property for purposes of tying into, maintaining, repairing and replacing the Waterline. Grantee shall enter the URA Property for the purposes permitted hereunder only after presenting evidence of not less than \$2,000,000.00 of commercial general liability insurance naming Grantor as an additional insured.

2. Temporary Construction Easement.

(a) <u>Grant</u>. Grantor hereby grants and conveys unto Grantee (and Weeks Robinson Development & Management, LLC, d/b/a Robinson Weeks Partners or an affiliate thereof ("<u>RWP</u>"), which will construct the Waterline) a non-exclusive, temporary construction easement (the "<u>Temporary Construction Easement</u>") twenty (20) feet in width on either side of

the Waterline Easement Area (the "Construction Easement Area") in order to allow Grantee and RWP and their agents and contractors to construct the Waterline or assist with the same.

- (b) Reservation. Notwithstanding anything to the contrary contained herein, Grantor for itself, its successors and assigns reserves a perpetual, non-exclusive right to use the Construction Easement Area for any and all purposes, including but not limited to, the right to install and maintain landscaping, access roads, service drives, utility lines and related appurtenances under, over and through the Construction Easement Area, provided that such use does not unreasonably interfere with Grantee's rights hereunder. Grantor reserves the right to locate other public and private easements within, over, upon, along, under and through the Construction Easement Area.
- (c) <u>Restoration</u>. If the use of the Construction Easement Area by Grantee causes any physical damage or destruction to the URA Property, Grantee, at its sole cost and expense, shall promptly restore the affected property. This subparagraph 2(c) shall survive termination of the Temporary Construction Easement.
- (d) <u>Termination of Easement</u>. The Temporary Construction Easement granted herein shall automatically expire and be of no further force and effect on the earlier of (i) one (1) year from the date hereof or (ii) at such time as Grantee completes construction of the Waterline on the URA Property; provided, however the obligation of Grantee to restore the Construction Easement Area under Section 2(c) herein shall survive termination of the Temporary Construction Easement.
- (e) <u>Conveyance of Waterline.</u> If necessary, upon completion of the construction of the Waterline, Grantor agrees to convey and/or quitclaim to Grantee, and Grantee agrees to accept, the Waterline improvements by way of a bill of sale or other similar conveyance document which shall be in a commercially reasonable form customary and typical for such conveyances.
- 3. Roadway. Grantee hereby acknowledges that the Waterline Easement Area runs underneath a private roadway that provides the only vehicular access to the Benefitted Properties. Grantee agrees to cause its agents and contractors to agree to not block the roadway in its entirety at any time while constructing, installing, maintaining, repairing, or replacing the Waterline, and Grantee agrees to always leave a portion of the roadway open sufficient to allow access to and from the Benefitted Properties.
- 4. <u>Indemnity</u>. Grantee and its successors-in-title and assigns hereby covenants and agrees to indemnify and hold harmless Grantor from and against all claims, actions, demands, costs, and expenses (including reasonable attorneys' fees) or any injury to or death of persons or damage to property which arise out of the use of the Waterline Easement Area and/or the Construction Easement Area by Grantee or its, licensees, contractors, agents, customers, invitees, or employees, or the exercise of the rights set forth in this Agreement, except for claims caused by Grantor's gross negligence or a willful act or omission of Grantor or such Grantor's tenants, licensees, contractors, agents, customers, invitees, or employees.

5. <u>Notices</u>. Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be served on the parties at the following addresses:

If to Grantor: Urban Redevelopment Agency of the City of Forest Park

745 Forest Parkway Forest Park, GA 30297

Email: <u>ECON DEV E</u> FOVEST PAIR GA. GOV

With a copy to: Denmark Ashby LLC

100 Hartsfield Centre Parkway

Suite 400

Atlanta, GA 303354

Attention: Danielle M. Matricardi, Esq. Email: dmatricardi@denmarkashby.com

If to Grantee: Clayton County Water Authority

1600 Battle Creek Road Morrow, GA 30260

Attention: H. Bernard Franks, General Manager

Email: bernard.franks@ccwa.us

With a copy to: Clayton County Water Authority

1600 Battle Creek Road Morrow, GA 30260

Attention: Keith Watkins, Engineering Supervisor

Email: keith.watkins@ccwa.us

Any such notices shall be delivered via (i) overnight delivery using a nationally recognized courier, (ii) email with a hard copy to follow within twenty-four (24) hours via overnight delivery, or (iii) personal hand delivery. Notices shall be deemed effective and received in the case of overnight delivery, on the date of actual receipt or refusal by such party, in the case of email, the date such transmission was sent (provided the sender does not receive an error message that the intended recipient did not receive such email), or in the case of personal delivery, the date of actual delivery.

- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute the same instrument.
- 7. Waiver of Trial by Jury. To the extent permitted by law, each party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Agreement or any of the documents executed in connection therewith, the property, or any claims, defenses, rights of set-off or other actions pertaining hereto or to any of the foregoing.
- 8. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors in title and assigns. Any transferee of any

property benefited or burdened hereby shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Agreement relating thereto.

- 9. <u>Non-Dedication</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties and their successors in title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors in title, any rights or remedies under or by reason of this Agreement.
- 10. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances, shall be held invalid, inoperative, or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise, oral agreement, or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed and delivered by grantor and grantee and/or their respective successors and assigns, and recorded in the Clayton County, Georgia public real estate records.
- 12. <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Georgia, or any applicable political subdivision hereof, without regard to principles of conflict of laws.
 - 13. Time. Time is of the essence of this Agreement.
- 14. <u>Cumulative Rights; No Waiver.</u> Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above

written.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

Signed, sealed and delivered in the presence of:	GRANTEE:
	CLAYTON COUNTY WATER AUTHORITY, a public body corporate and politic created and existing under the laws of the State of Georgia
Unofficial Witness	-
	By:
	Name:
Notary Public	Title:
My commission expires:	-
[SEAL]	

EXHIBIT A URA PROPERTY LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 206 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-074; Drawing/File #15-074_SE), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240;

THENCE South 58 degrees 18 minutes 26 seconds East for a distance of 6163.66 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Hood Avenue (a/k/a Anvil Block Road, 110' and varies private r/w), said 1/2" iron pin set being the POINT OF BEGINNING.

THENCE departing said southeasterly right-of-way line of Hood Avenue South 29 degrees 10 minutes 15 seconds East for a distance of 189.97 feet to a 1/2" iron pin set;

THENCE South 61 degrees 32 minutes 54 seconds West for a distance of 197.29 feet to a 1/2" iron pin set;

THENCE South 03 degrees 10 minutes 53 seconds East for a distance of 681.74 feet to a 1/2" iron pin set;

THENCE North 27 degrees 42 minutes 20 seconds West for a distance of 77.12 feet to a computed point;

THENCE North 32 degrees 53 minutes 08 seconds West for a distance of 20.38 feet to a computed point;

THENCE along a curve to the right having a radius of 322.76 feet for an arc distance of 53.27 feet (said arc being subtended by a chord of North 48 degrees 02 minutes 54 seconds West for a distance of 53.21 feet) to a computed point;

THENCE along a curve to the right having a radius of 101.93 feet for an arc distance of 33.24 feet (said arc being subtended by a chord of North 27 degrees 51 minutes 47 seconds West for a distance of 33.09 feet) to a computed point;

THENCE North 38 degrees 42 minutes 57 seconds West for a distance of 23.28 feet to a computed point;

THENCE along a curve to the right having a radius of 283.85 feet for an arc distance of 97.24 feet (said arc being subtended by a chord of North 69 degrees 28 minutes 36 seconds West for a distance of 96.77 feet) to a 1/2" iron pin set;

THENCE North 61 degrees 41 minutes 04 seconds West for a distance of 355.08 feet to a 1/2" iron pin set;

THENCE North 90 degrees 00 minutes 00 seconds West for a distance of 293.65 feet to a 1/2" iron pin set on the aforesaid southeasterly right-of-way line of Hood Avenue;

THENCE proceeding along said southeasterly right-of-way line of Hood Avenue the following courses and distances: along a curve to the right having a radius of 455.00 feet for an arc distance of 274.17 feet (said arc being subtended by a chord of North 43 degrees 34 minutes 01 seconds East for a distance of 270.04 feet) to a 1/2" iron pin set;

THENCE North 60 degrees 49 minutes 45 seconds East for a distance of 767.67 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

Said tract or parcel of land contains 7.727 acres or 336,573 square feet.

EXHIBIT B-1 BUILDING 650 PROPERTY LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 205 and 206 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-074; Drawing/File #15-074_SE), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240;

THENCE South 58 degrees 18 minutes 26 seconds East for a distance of 6163.66 feet to a 1/2" iron pin set on the southeasterly right-of-way line of Hood Avenue (a/k/a Anvil Block Road, 110' and varies private r/w);

THENCE departing said southeasterly right-of-way line of Hood Avenue South 29 degrees 10 minutes 15 seconds East for a distance of 189.97 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

THENCE South 73 degrees 27 minutes 06 seconds East for a distance of 330.74 feet to a 1/2" iron pin set;

THENCE South 26 degrees 57 minutes 41 seconds East for a distance of 613.51 feet to a 1/2" iron pin set;

THENCE South 26 degrees 57 minutes 41 seconds East for a distance of 30.43 feet to a 1/2" iron pin set;

THENCE South 38 degrees 36 minutes 48 seconds East for a distance of 340.65 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 530.00 feet for an arc distance of 122.96 feet (said arc being subtended by a chord of South 31 degrees 58 minutes 00 seconds East for a distance of 122.69 feet) to a 1/2" iron pin set;

THENCE South 25 degrees 19 minutes 12 seconds East for a distance of 97.95 feet to a 1/2" iron pin set;

THENCE South 64 degrees 40 minutes 48 seconds West for a distance of 335.52 feet to a 1/2" iron pin set;

THENCE North 58 degrees 50 minutes 50 seconds West for a distance of 15.17 feet to a computed point;

THENCE along a curve to the left having a radius of 117.62 feet for an arc distance of 28.37 feet (said arc being subtended by a chord of North 65 degrees 45 minutes 27 seconds West for a distance of 28.30 feet) to a computed point;

THENCE North 70 degrees 17 minutes 50 seconds West for a distance of 25.21 feet to a computed point;

THENCE along a curve to the right having a radius of 445.08 feet for an arc distance of 56.83 feet (said arc being subtended by a chord of North 54 degrees 04 minutes 32 seconds West for a distance of 56.79 feet) to a computed point;

THENCE along a curve to the left having a radius of 105.17 feet for an arc distance of 118.18 feet (said arc being subtended by a chord of North 56 degrees 54 minutes 41 seconds West for a distance of 112.06 feet) to a computed point;

THENCE along a curve to the left having a radius of 122.71 feet for an arc distance of 51.54 feet (said arc being subtended by a chord of North 52 degrees 19 minutes 12 seconds West for a distance of 51.16 feet) to a computed point;

THENCE along a curve to the left having a radius of 145.82 feet for an arc distance of 60.73 feet (said arc being subtended by a chord of North 38 degrees 37 minutes 03 seconds West for a distance of 60.29 feet) to a computed point;

THENCE along a curve to the left having a radius of 53.56 feet for an arc distance of 17.04 feet (said arc being subtended by a chord of North 59 degrees 39 minutes 49 seconds West for a distance of 16.97 feet) to a computed point;

THENCE along a curve to the left having a radius of 99.30 feet for an arc distance of 73.28 feet (said arc being subtended by a chord of North 34 degrees 46 minutes 06 seconds West for a distance of 71.63 feet) to a computed point;

THENCE along a curve to the left having a radius of 87.76 feet for an arc distance of 47.20 feet (said arc being subtended by a chord of North 74 degrees 47 minutes 56 seconds West for a distance of 46.63 feet) to a computed point;

THENCE North 51 degrees 38 minutes 48 seconds West for a distance of 9.49 feet to a computed point;

THENCE along a curve to the left having a radius of 107.87 feet for an arc distance of 34.84 feet (said arc being subtended by a chord of North 54 degrees 45 minutes 58 seconds West for a distance of 34.68 feet) to a computed point;

THENCE along a curve to the left having a radius of 116.23 feet for an arc distance of 90.55 feet (said arc being subtended by a chord of North 40 degrees 51 minutes 45 seconds West for a distance of 88.28 feet) to a computed point;

THENCE along a curve to the left having a radius of 82.08 feet for an arc distance of 17.16 feet (said arc being subtended by a chord of North 69 degrees 10 minutes 17 seconds West for a distance of 17.13 feet) to a computed point;

THENCE North 26 degrees 50 minutes 55 seconds West for a distance of 6.73 feet to a computed point;

THENCE along a curve to the right having a radius of 33.54 feet for an arc distance of 6.21 feet (said arc being subtended by a chord of North 21 degrees 32 minutes 41 seconds West for a distance of 6.20 feet) to a computed point;

THENCE along a curve to the right having a radius of 33.54 feet for an arc distance of 4.11 feet (said arc being subtended by a chord of North 12 degrees 43 minutes 50 seconds West for a distance of 4.11 feet) to a computed point;

THENCE along a curve to the left having a radius of 102.64 feet for an arc distance of 60.03 feet (said arc being subtended by a chord of North 25 degrees 58 minutes 29 seconds West for a distance of 59.17 feet) to a computed point;

THENCE North 42 degrees 37 minutes 49 seconds West for a distance of 53.13 feet to a computed point;

THENCE North 42 degrees 32 minutes 59 seconds West for a distance of 32.81 feet to a computed point;

THENCE along a curve to the left having a radius of 91.98 feet for an arc distance of 31.08 feet (said arc being subtended by a chord of North 22 degrees 44 minutes 11 seconds West for a distance of 30.93 feet) to a computed point;

THENCE North 35 degrees 50 minutes 18 seconds West for a distance of 29.52 feet to a computed point;

THENCE along a curve to the left having a radius of 81.11 feet for an arc distance of 28.50 feet (said arc being subtended by a chord of North 49 degrees 38 minutes 09 seconds West for a distance of 28.35 feet) to a computed point;

THENCE North 27 degrees 42 minutes 30 seconds West for a distance of 31.34 feet to a computed point;

THENCE along a curve to the left having a radius of 81.95 feet for an arc distance of 49.47 feet (said arc being subtended by a chord of North 17 degrees 14 minutes 05 seconds West for a distance of 48.72 feet) to a computed point;

THENCE North 17 degrees 04 minutes 36 seconds East for a distance of 8.39 feet to a computed point;

THENCE along a curve to the left having a radius of 107.99 feet for an arc distance of 73.60 feet (said arc being subtended by a chord of North 23 degrees 19 minutes 33 seconds East for a distance of 72.19 feet) to a computed point;

THENCE along a curve to the left having a radius of 192.06 feet for an arc distance of 52.11 feet (said arc being subtended by a chord of North 01 degrees 20 minutes 37 seconds West for a distance of 51.95 feet) to a computed point;

THENCE North 08 degrees 32 minutes 15 seconds West for a distance of 25.78 feet to a computed point;

THENCE North 66 degrees 47 minutes 06 seconds East for a distance of 21.16 feet to a computed point;

THENCE along a curve to the left having a radius of 179.94 feet for an arc distance of 109.84 feet (said arc being subtended by a chord of North 53 degrees 42 minutes 29 seconds East for a distance of 108.14 feet) to a computed point;

THENCE along a curve to the left having a radius of 84.82 feet for an arc distance of 104.67 feet (said arc being subtended by a chord of North 02 degrees 38 minutes 26 seconds East for a distance of 98.15 feet) to a computed point;

THENCE along a curve to the left having a radius of 79.09 feet for an arc distance of 55.42 feet (said arc being subtended by a chord of North 50 degrees 13 minutes 42 seconds West for a distance of 54.29 feet) to a computed point;

THENCE along a curve to the left having a radius of 98.84 feet for an arc distance of 32.58 feet (said arc being subtended by a chord of North 79 degrees 44 minutes 38 seconds West for a distance of 32.43 feet) to a computed point;

THENCE North 86 degrees 24 minutes 39 seconds West for a distance of 23.44 feet to a computed point;

THENCE along a curve to the left having a radius of 93.20 feet for an arc distance of 80.55 feet (said arc being subtended by a chord of South 71 degrees 29 minutes 09 seconds West for a distance of 78.07 feet) to a computed point;

THENCE along a curve to the left having a radius of 81.44 feet for an arc distance of 87.93 feet (said arc being subtended by a chord of South 78 degrees 28 minutes 51 seconds West for a distance of 83.72 feet) to a computed point;

THENCE along a curve to the left having a radius of 143.87 feet for an arc distance of 14.78 feet (said arc being subtended by a chord of South 44 degrees 36 minutes 31 seconds West for a distance of 14.78 feet) to a 1/2" iron pin set;

THENCE North 03 degrees 10 minutes 53 seconds West for a distance of 208.12 feet to a 1/2" iron pin set;

THENCE North 61 degrees 32 minutes 54 seconds East for a distance of 197.29 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

Said tract or parcel of land contains 14.264 acres or 621,349 square feet.

EXHIBIT B-2 BUILDING 600 PROPERTY LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 205 and 206 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-074; Drawing/File #15-074_SE), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a disturbed concrete monument found at the common corner of Land Lots 179, 180, 205 and 206;

THENCE proceeding along the line common to Land Lots 180 and 205 South 89 degrees 16 minutes 50 seconds East for a distance of 282.09 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

THENCE departing the line common to Land Lots 180 and 205 North 08 degrees 54 minutes 41 seconds West for a distance of 39.30 feet to a computed point;

THENCE along a curve to the left having a radius of 133.59 feet for an arc distance of 139.56 feet (said arc being subtended by a chord of North 06 degrees 45 minutes 25 seconds West for a distance of 133.30 feet) to a computed point;

THENCE along a curve to the left having a radius of 121.96 feet for an arc distance of 53.31 feet (said arc being subtended by a chord of North 23 degrees 29 minutes 34 seconds West for a distance of 52.88 feet) to a computed point;

THENCE along a curve to the left having a radius of 797.05 feet for an arc distance of 31.45 feet (said arc being subtended by a chord of North 37 degrees 08 minutes 40 seconds West for a distance of 31.44 feet) to a computed point;

THENCE along a curve to the left having a radius of 91.26 feet for an arc distance of 77.60 feet (said arc being subtended by a chord of North 17 degrees 03 minutes 17 seconds West for a distance of 75.28 feet) to a computed point;

THENCE North 21 degrees 25 minutes 52 seconds West for a distance of 40.04 feet to a computed point;

THENCE along a curve to the left having a radius of 82.82 feet for an arc distance of 71.14 feet (said arc being subtended by a chord of North 10 degrees 49 minutes 15 seconds West for a distance of 68.97 feet) to a computed point;

THENCE along a curve to the left having a radius of 194.72 feet for an arc distance of 28.45 feet (said arc being subtended by a chord of North 39 degrees 36 minutes 48 seconds West for a distance of 28.43 feet) to a computed point;

THENCE along a curve to the left having a radius of 424.86 feet for an arc distance of 51.70 feet (said arc being subtended by a chord of North 01 degrees 49 minutes 34 seconds East for a distance of 51.67 feet) to a computed point;

THENCE North 04 degrees 38 minutes 19 seconds West for a distance of 40.21 feet to a computed point;

THENCE North 05 degrees 37 minutes 31 seconds West for a distance of 21.60 feet to a computed point;

THENCE along a curve to the left having a radius of 83.12 feet for an arc distance of 41.67 feet (said arc being subtended by a chord of North 14 degrees 17 minutes 14 seconds West for a distance of 41.23 feet) to a computed point;

THENCE along a curve to the left having a radius of 83.96 feet for an arc distance of 30.23 feet (said arc being subtended by a chord of North 12 degrees 49 minutes 16 seconds West for a distance of 30.06 feet) to a computed point;

THENCE along a curve to the left having a radius of 117.66 feet for an arc distance of 34.95 feet (said arc being subtended by a chord of North 59 degrees 19 minutes 42 seconds East for a distance of 34.82 feet) to a computed point;

THENCE along a curve to the left having a radius of 77.67 feet for an arc distance of 60.23 feet (said arc being subtended by a chord of North 28 degrees 50 minutes 45 seconds East for a distance of 58.73 feet) to a computed point;

THENCE North 05 degrees 20 minutes 35 seconds East for a distance of 90.99 feet to a computed point;

THENCE along a curve to the right having a radius of 89.22 feet for an arc distance of 17.94 feet (said arc being subtended by a chord of North 09 degrees 46 minutes 27 seconds East for a distance of 17.91 feet) to a computed point;

THENCE North 13 degrees 25 minutes 16 seconds East for a distance of 10.35 feet to a computed point;

THENCE North 33 degrees 53 minutes 22 seconds East for a distance of 4.05 feet to a computed point;

THENCE along a curve to the left having a radius of 147.38 feet for an arc distance of 51.47 feet (said arc being subtended by a chord of North 26 degrees 44 minutes 23 seconds East for a distance of 51.21 feet) to a computed point;

THENCE North 17 degrees 44 minutes 16 seconds East for a distance of 37.21 feet to a computed point;

THENCE along a curve to the left having a radius of 81.05 feet for an arc distance of 22.91 feet (said arc being subtended by a chord of North 08 degrees 42 minutes 15 seconds East for a distance of 22.83 feet) to a computed point;

THENCE North 01 degrees 27 minutes 55 seconds West for a distance of 26.93 feet to a computed point;

THENCE along a curve to the left having a radius of 75.91 feet for an arc distance of 79.38 feet (said arc being subtended by a chord of North 33 degrees 54 minutes 30 seconds West for a distance of 75.81 feet) to a 1/2" iron pin set;

THENCE North 65 degrees 16 minutes 04 seconds West for a distance of 10.03 feet to a computed point;

THENCE along a curve to the left having a radius of 330.05 feet for an arc distance of 49.80 feet (said arc being subtended by a chord of North 69 degrees 35 minutes 25 seconds West for a distance of 49.75 feet) to a computed point;

THENCE North 73 degrees 27 minutes 36 seconds West for a distance of 9.71 feet to a computed point;

THENCE North 43 degrees 14 minutes 54 seconds West for a distance of 12.75 feet to a computed point;

THENCE along a curve to the left having a radius of 85.81 feet for an arc distance of 43.81 feet (said arc being subtended by a chord of North 55 degrees 41 minutes 20 seconds West for a distance of 43.34 feet) to a computed point;

THENCE North 39 degrees 37 minutes 19 seconds West for a distance of 35.26 feet to a computed point;

THENCE North 46 degrees 42 minutes 01 seconds West for a distance of 37.08 feet to a computed point;

THENCE North 49 degrees 59 minutes 14 seconds West for a distance of 40.32 feet to a computed point:

THENCE along a curve to the left having a radius of 162.66 feet for an arc distance of 35.45 feet (said arc being subtended by a chord of North 56 degrees 13 minutes 48 seconds West for a distance of 35.38 feet) to a computed point;

THENCE North 58 degrees 50 minutes 50 seconds West for a distance of 9.79 feet to a computed point;

THENCE North 64 degrees 40 minutes 48 seconds East for a distance of 335.52 feet to a 1/2" iron pin set;

THENCE North 25 degrees 19 minutes 12 seconds West for a distance of 97.95 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 530.00 feet for an arc distance of 122.96 feet (said arc being subtended by a chord of North 31 degrees 58 minutes 00 seconds West for a distance of 122.69 feet) to a 1/2" iron pin set;

THENCE North 38 degrees 36 minutes 48 seconds West for a distance of 340.65 feet to a 1/2" iron pin set;

THENCE North 26 degrees 57 minutes 41 seconds West for a distance of 30.43 feet to a 1/2" iron pin set;

THENCE North 62 degrees 54 minutes 08 seconds East for a distance of 336.69 feet to a 1/2" iron pin set;

THENCE South 29 degrees 06 minutes 38 seconds East for a distance of 328.22 feet to a 1/2" iron pin set;

THENCE North 60 degrees 44 minutes 26 seconds East for a distance of 374.05 feet to a 1/2" iron pin set;

THENCE South 25 degrees 19 minutes 12 seconds East for a distance of 2065.89 feet to a 1/2" iron pin set on the aforesaid line common to Land Lots 180 and 205;

THENCE proceeding along said line common to Land Lots 180 and 205 North 89 degrees 16 minutes 50 seconds West for a distance of 1330.83 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING.

Said tract or parcel of land contains 42.328 acres or 1,843,811 square feet.

EXHIBIT C WATERLINE EASEMENT AREA LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 206 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #15-074; Drawing/File #15-074_SE), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240;

THENCE South 52 degrees 47 minutes 52 seconds East for a distance of 5876.32 feet to a computed point on the southeasterly right-of-way line of Anvil Block Road (a/k/a Hood Avenue) (110' and variable width R/W), said computed point being the POINT OF BEGINNING.

THENCE departing said southeasterly right-of-way line of Anvil Block Road South 69 degrees 23 minutes 49 seconds East for a distance of 43.58 feet to a computed point;

THENCE South 36 degrees 13 minutes 17 seconds East for a distance of 54.99 feet to a computed point;

THENCE along a curve to the left having a radius of 215.00 feet for an arc length of 297.27 feet (said arc being subtended by a chord of South 75 degrees 49 minutes 53 seconds East for a distance of 274.15 feet) to a computed point;

THENCE North 64 degrees 33 minutes 31 seconds East for a distance of 166.29 feet to a computed point;

THENCE South 03 degrees 10 minutes 53 seconds East for a distance of 21.61 feet to a computed point;

THENCE South 64 degrees 33 minutes 31 seconds West for a distance of 158.10 feet to a computed point;

THENCE along a curve to the right having a radius of 235.00 feet for an arc length of 324.92 feet (said arc being subtended by a chord of North 75 degrees 49 minutes 53 seconds West for a distance of 299.65 feet) to a computed point;

THENCE North 36 degrees 13 minutes 17 seconds West for a distance of 49.03 feet to a computed point;

THENCE North 69 degrees 23 minutes 49 seconds West for a distance of 45.01 feet to a computed point;

THENCE North 29 degrees 21 minutes 43 seconds West for a distance of 7.27 feet to a computed point on the aforesaid southeasterly right-of-way line of Anvil Block Road;

THENCE proceeding along said southeasterly right-of-way line of Anvil Block Road North 60 degrees 49 minutes 45 seconds East for a distance of 20.07 feet to a computed point, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.263 acres or 11,465 square feet.

EXHIBIT D WATERLINE EASEMENT AREA DEPICTION

