



CITY OF FOREST PARK
URBAN REDEVELOPMENT AGENCY REGULAR MEETING

Thursday, March 13, 2025 at 5:30 PM
City Hall-Council Chambers, Virtual Meeting Via Zoom and YouTube Livestream

Website: www.forestparkga.gov
Phone Number: (404) 363.2454

ECONOMIC DEVELOPMENT
745 Forest Parkway
Forest Park, GA 30297

AGENDA

Kimberly James, *Chairwoman*
Avery Wilson, *Vice Chairman*
Eliot Lawrence, *Member*
Yasmin Julio, *Member*
Debra Patrick, *Member*

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS/DELETIONS:

APPROVAL OF MINUTES:

1. Approval of February 13, 2025 Meeting Minutes

OLD BUSINESS:

2. Review & approval of quotes for the repair of the 200 Metcalf Extension Catch Basin

NEW BUSINESS:

3. Presentation by TSW regarding proposed URA redevelopment sites
4. Review of February 2025 URA Financials
5. Review & approval of easement agreement from Kroger for the Ft. Gillem access
6. Presentation by Public Works Director, Alton Matthews, on road repair recommendations at Gillem

ECONOMIC DEVELOPMENT UPDATE:

EXECUTIVE SESSION: *(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)*

ADJOURNMENT:

*In compliance with the Americans with Disabilities Act,
those requiring accommodation for meetings should notify
the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.*



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ECONOMIC DEVELOPMENT
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MINUTES

Kimberly James, Chairwoman
Avery Wilson, Vice Chairman
Eliot Lawrence, Member
Yasmin Julio, Member
Debra Patrick, Member

CALL TO ORDER/WELCOME: Chairwoman James called the Urban Redevelopment Agency meeting to order on February 13, 2025, to order at 5:35pm.

PRESENT:

Kimberly James
Avery Wilson
Eliot Lawrence
Debra Patrick

ALSO PRESENT:

John Wiggins, Director of Finance
Attorney Danielle Matricardi, City Attorney
S. Marsellas Williams, Director of Economic Development
Rochelle Dennis, Main Street Manager
Charise Clay, Economic Development Staff Assistant

ADOPTION OF THE AGENDA WITH ANY ADDITIONS/DELETIONS: Avery Wilson made a motion to adopt the agenda with the addition of the financial report. Debra Patrick seconded the motion. Motion approved unanimously.

APPROVAL OF MINUTES:

1. Approval of January 9, 2025, Meeting Minutes
Avery Wilson made a motion to approve the January 9, 2025, meeting minutes. Kimberly James seconded the motion. Eliot Lawrence abstained from the vote.

OLD BUSINESS:

NEW BUSINESS:**2. 200 Metcalf Extension Catch Basin Repair****Rochelle Dennis delivered the update:**

- The board was given a photo of the current state of the catch basin as reference. The damage was caused by trucks rolling over it constantly. The Public Works department assessed the damage and determined it was outside of their capabilities. In turn, she met with 3 vendors to receive quotes for the repair. Only 2 vendors returned quotes. It is staff's recommendation to proceed with DAF Concrete as the vendor for the repair, as their quote totaled \$3,000.00 compared to FemPro with a quote total of \$15,199.27. The item was tabled by the board.

3. Oasis Consulting Proposal - Stephens Lake Dam

- The board previously expressed a desire to tour the site. Due to scheduling conflicts between Oasis Consulting and the board weekends and some weekdays aren't an option. The board may potentially have to visit the site on their own accord without a guide. Billy Freeman, Jr., with Technique Concrete spoke to Chairwoman James about clearing a path for board members to tour the site.
- Rochelle Dennis also highlighted the proposal from Oasis Consulting Services for subsurface exploration and geotechnical engineering evaluation for Stephens Lake Dam included in their packet. Attorney Matricardi will review the proposal and give appropriate correspondence and recommendations.

Eliot Lawrence made a motion to table items 2 & 3. Avery Wilson seconded the motion. Motion approved unanimously.

4. Financial Report**John Wiggins delivered the update:**

- The URA Checking Account ending in 4594 had a beginning budget of \$3,767,064 and an ending balance of \$3,738,142. The URA Checking Account ending in 4610 had a beginning budget of \$472,337 and an ending balance of \$473,510. Operating cash totaled \$4,211,652. Other financing sources totaled \$14,538,352. Operating expenses totaled \$2,712,569. The Georgia Fund 1 had an ending monthly balance of \$4,285,723.44.

ECONOMIC DEVELOPMENT UPDATE:**S. Marsellas Williams delivered the update:**

- Business Retention Visits are being scheduled in Ward 1 & 2. He met with Tunnell-Spangler-Walsh & Associates (TSW) the week prior. TSW is contracted to expand the URA boundaries and designate catalytic sites. The proposal is set to be ready by the end of March. The Econ Dev team has continued strategy meetings with Partnership of Southern Equity (PSE) about future plans for Wherry Housing. PSE wants to host a racial & equity training with the URA either in person or virtually. 3 new businesses opened in Ward 3. The 2025 Main Street Event Calendar is nearly complete and ready for publishing.

EXECUTIVE SESSION: *(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)*

Avery Wilson made a motion to enter executive session at 6:19pm. Eliot Lawrence seconded the motion. Motion approved unanimously.

Avery Wilson made a motion to exit executive session at 6:36pm. Debra Patrick seconded the motion. Motion approved unanimously.

Debra Patrick made a motion to approve the 3rd amendment to the purchase & sale agreement for Project Splash. Avery Wilson seconded the motion. Motion approved unanimously.

ADJOURNMENT:

Debra Patrick made a motion to adjourn the meeting at 6:36pm. Avery Wilson seconded the motion. Motion approved unanimously.

*In compliance with the Americans with Disabilities Act,
those requiring accommodation for meetings should notify
the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.*

DAF Concrete
Reliability is our promise!

DATE December 11, 2024
QUOTE
Customer ID Rochelle Dennis
rdennisforestparkga.gov

SALESPERSON	PO	PAYMENT TERMS	DATE OF COMPLETION
Antonio Sanchez			

DAF Concrete, Inc.
THANK YOU FOR YOUR BUSINESS!


Proposal for Storm Drain Repair Services
To: City of Forest Park

From: FemPro'z

Date: 1/09/2025

Subject: Proposal for Repair of Storm Drain System

Description of Work:

FemPro'z, LLC is pleased to submit this proposal to the City of Forest Park for the repair of the storm drain system located at 200 Metcalf Rd. Forest Park, Ga. The proposed work includes the following:

1. **Curb and Gutter Repair:** Restoration of any damaged curbs and gutters to ensure proper drainage flow and structural integrity.
2. **Manhole Cover Replacement:** Replacement of manhole covers to maintain safety and accessibility.
3. **Double Wing Storm Drain Cover Replacement:** Installation of a new double wing storm drain cover to restore functionality and compliance with safety standards.
4. **Throat/Wall Repair:** Repairs to the throat and wall of the storm drain to prevent further deterioration and ensure proper water flow.
5. **Pipe Column Installation:** Installation of a reinforced pipe columns to provide additional structural support and mitigate future damage risks.

Special Considerations:

1. **Unknown Damages:** Please note that the full extent of the damage cannot be assessed until the demolition of the damaged structure and removal of all debris have been completed. Should additional damages be discovered during this process, these changes will be invoiced separately, with prior approval from the City of Forest Park.
2. *** Material Specification:** The repair work will utilize D.O.T. AirMix grade concrete, which is specially designed for durability and compliance with Department of Transportation standards. This ensures the longevity and resilience of the repaired structures.
3. **Reinforcement:** Pipe columns will be added to the interior wall to add additional structural support to the drain cover top

Quotation:

Line Item	Description	Estimated Cost
Demolition and removal	Demolish, haul away, disposal	\$ 1,029.60
Curb and Gutter Repair*	Restoration of curbs and gutters	\$ 1,800.00
Manhole Cover Replacement	Replacement with new cover	\$ 838.37
Repair In-Kind Drainage Structure *	Repair storm drain <u>cover</u> (form, reinforce & pour)	\$ 4,803.08
Repair In-Kind Drainage Structure w/reinforcement	Repair storm drain <u>throat/interior wall</u> damage, add reinforce with pipe columns	\$ 2,744.62
Traffic Control	2 flagmen, 3 traffic weighted barriers, cone	\$3,983.60
		\$15,199.27

Project Timeline:

Repairs are to be made in multiple pours. Wall pour will have to cure prior to the drain cover pour, adding additional time to completion (2 days/pour). The estimated duration for this project is 3-4, pending approval and weather conditions. A detailed schedule will be provided upon acceptance of this proposal.

Terms and Conditions:

1. All work will comply with local codes and regulations.
2. A signed agreement and notice to proceed are required before commencing work.
3. Payment terms: **\$4,559.78 (30%)** initial draw. **\$10,639.49** Balance due upon completion.

We appreciate the opportunity to work with the City of Forest Park on this important project. Should you have any questions or require further clarification, please do not hesitate to contact us.

Sincerely,

Mahogany Taylor- G.C.

Director

FemPro'z

678.820.8323 Office

admin@femproz.com

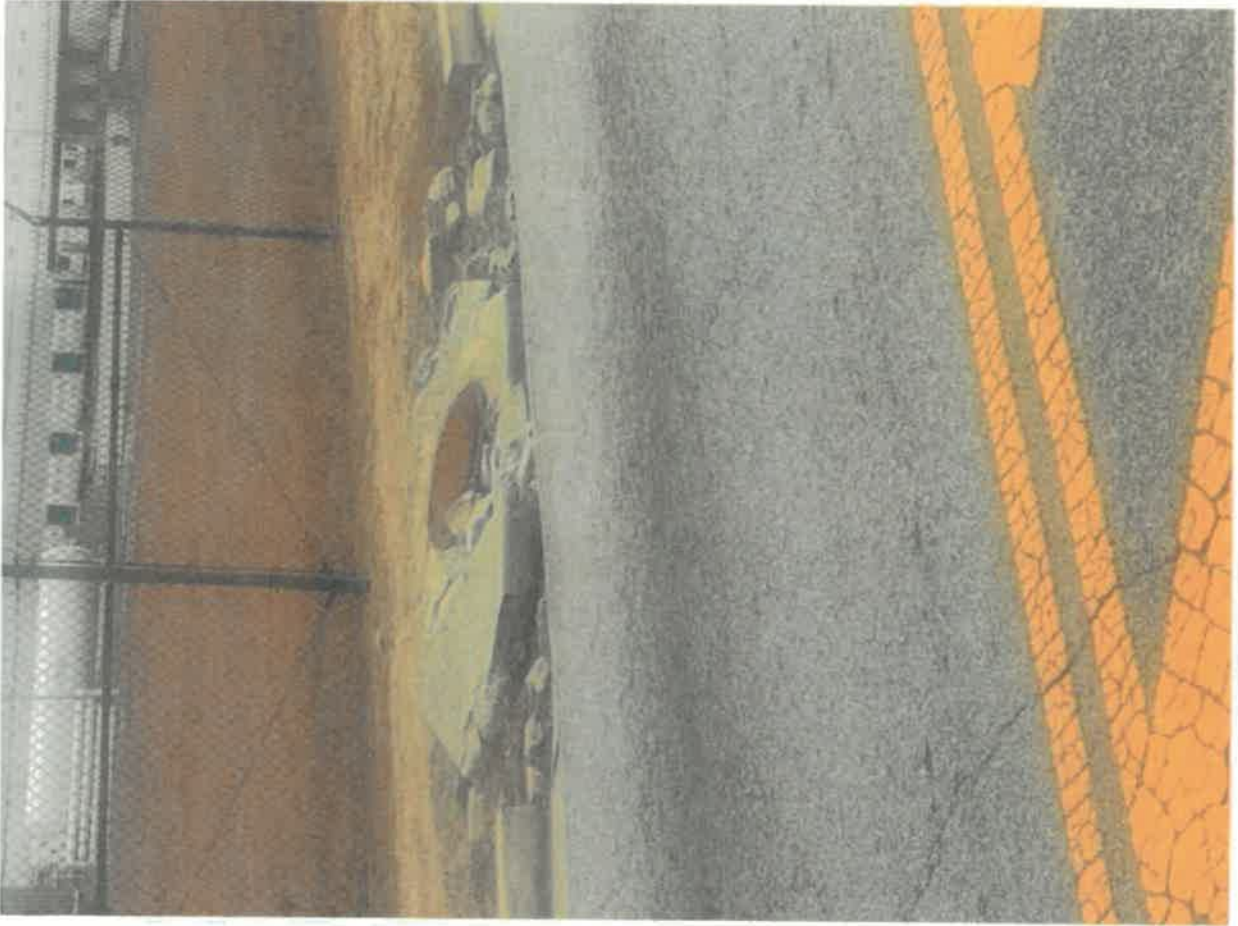
Nikki Bogus- G.C.

Construction Supervisor

FemPro'z

678.820.8323 Office

admin@femproz.com



FOREST PARK URA REDEVELOPMENT SITES

URA Meeting Presentation // 03.13.25

A

C

B

Project Team



Adam Williamson,
AICP, PLA, LEED-AP
Principal

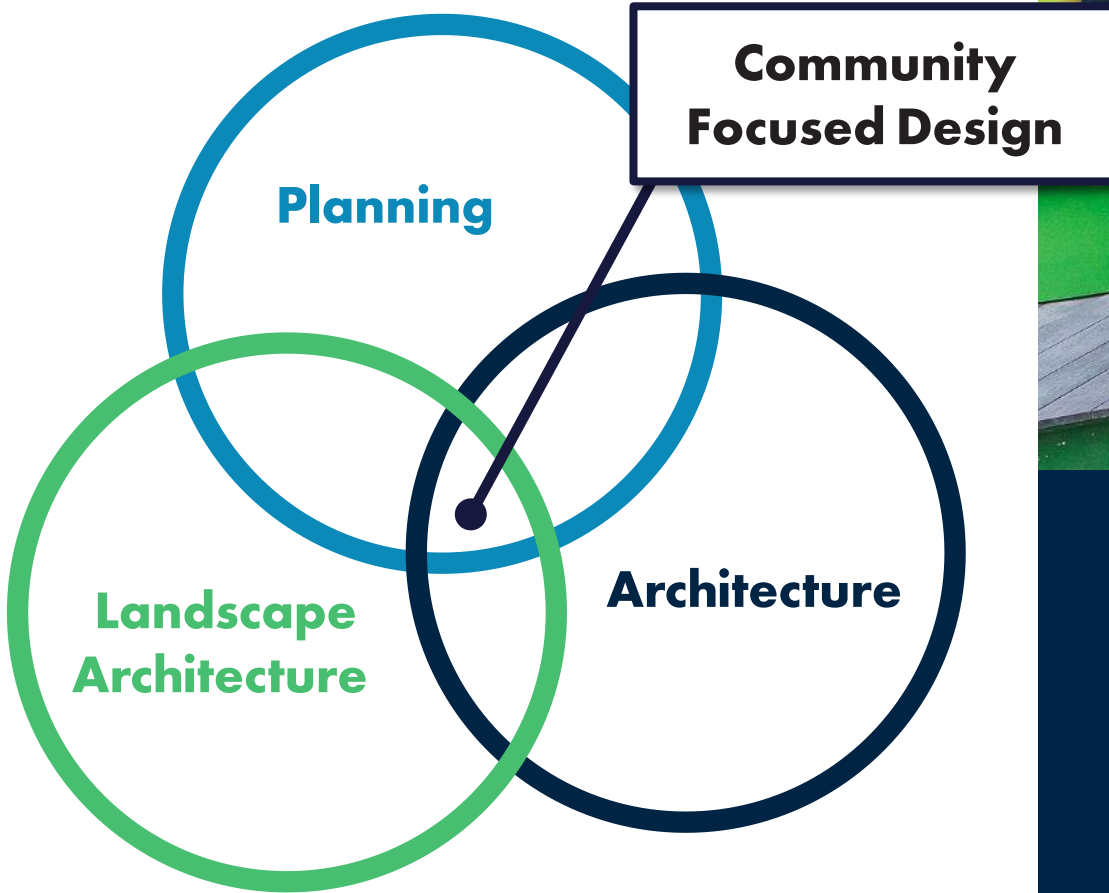


Jia Li, AICP
Senior Associate,
Planner / Designer



Nick Johnson, AICP
Associate, Planner

Background on TSW



21 Planners	4 Registered Architects	6 Architectural Designers
11 Registered Landscape Architects	5 Landscape Designers	1 Transportation Engineer

Objectives and Scope

TASK 1

Initial Consultation Session

- Complete

TASK 2

Site Visit and URA Map Boundary Analysis

- Identify four locations that show potential for future development based on visual analysis
- Provide documentation on each site
- Identify two preferred sites for concept planning
- Expand URA boundary as needed

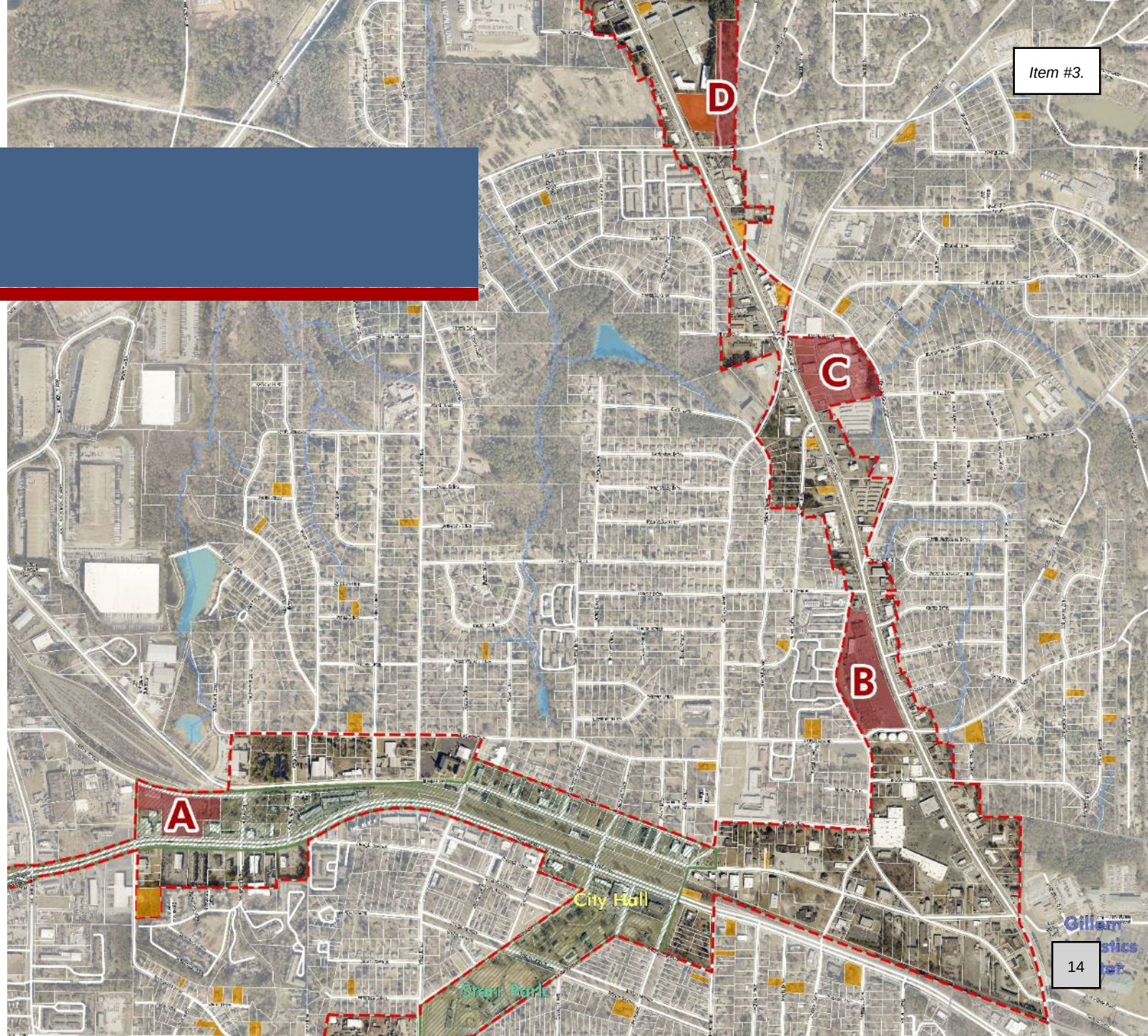
TASKS 3 AND 4

Concept Planning

- Pending site selection

Study Area

- Existing URA: along Forest Parkway and around Starr Park (~122 acres)
- Proposed URA expansion: to include properties with frontages along Jonesboro Road to City limits (~480 acres)
- Four sites identified for potential future development



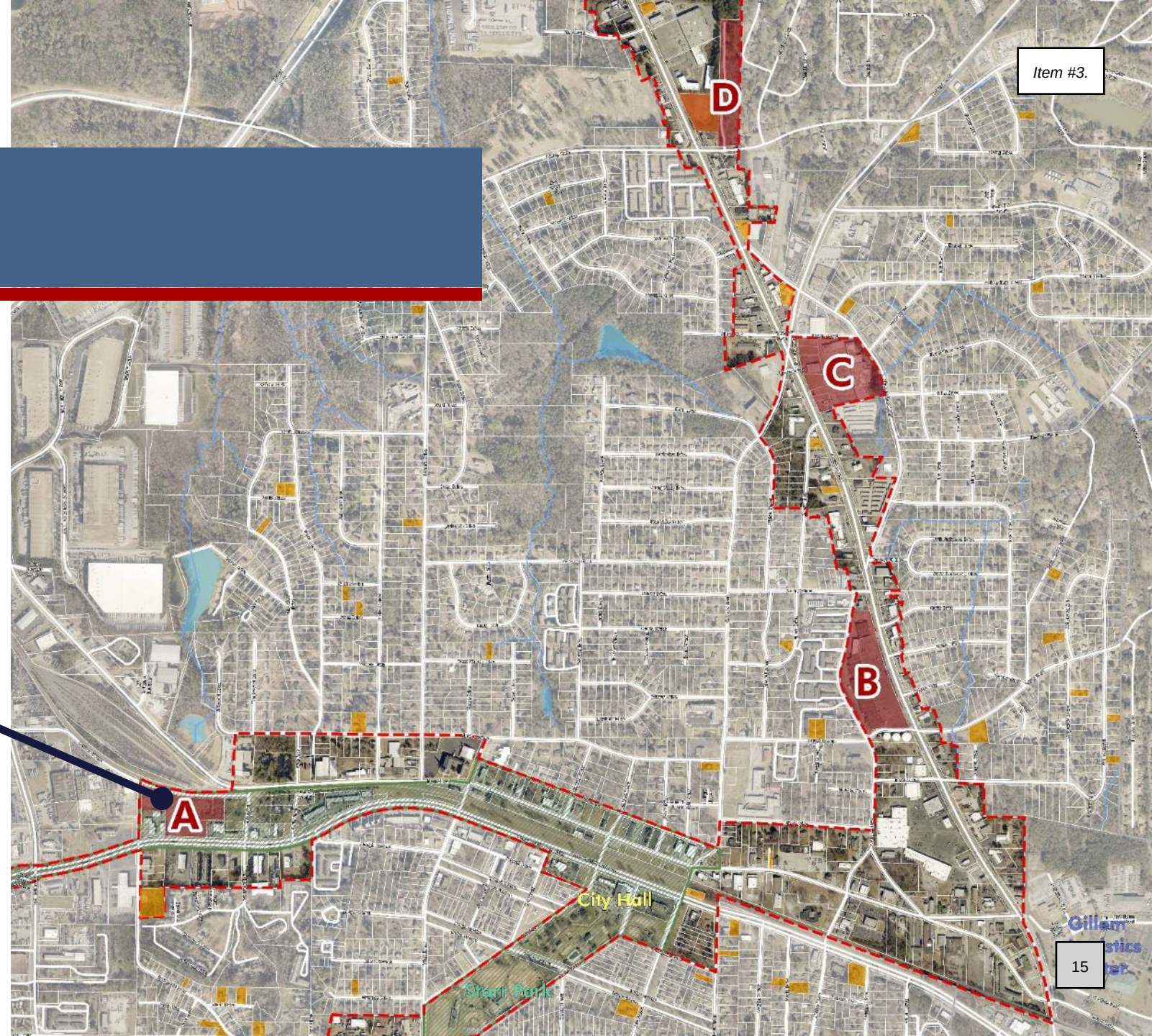
Study Area

Site A: Central Avenue
Parking Lot

Size: 5.95 acres

Zoning: Urban Village (UV)

Future Land Uses:
Commercial,
Office/Professional



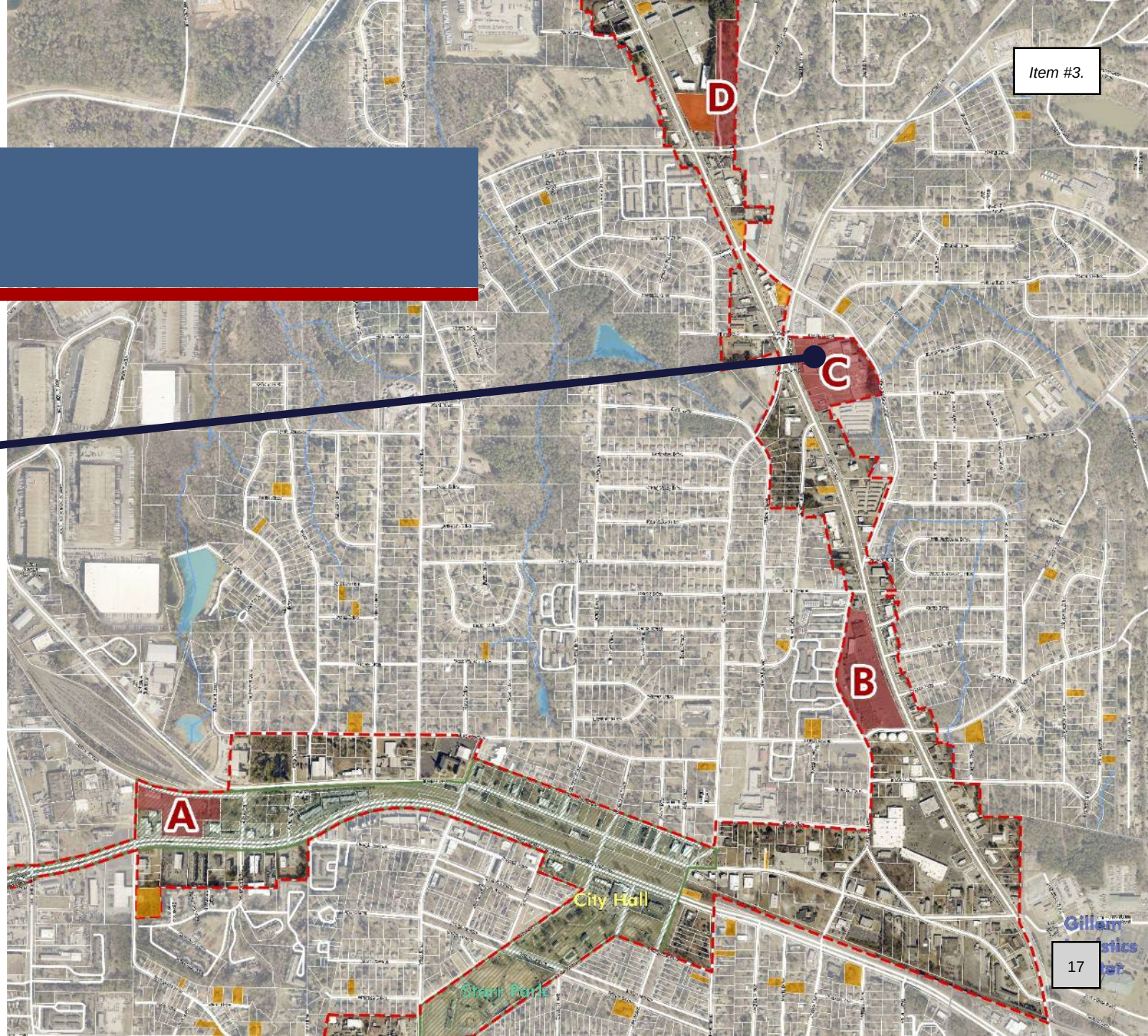
Study Area

Site C: A2Z Outlet Shopping Center + outparcels

Size: 10.82 acres

Zoning: General Commercial (GC)

Future Land Use: Commercial



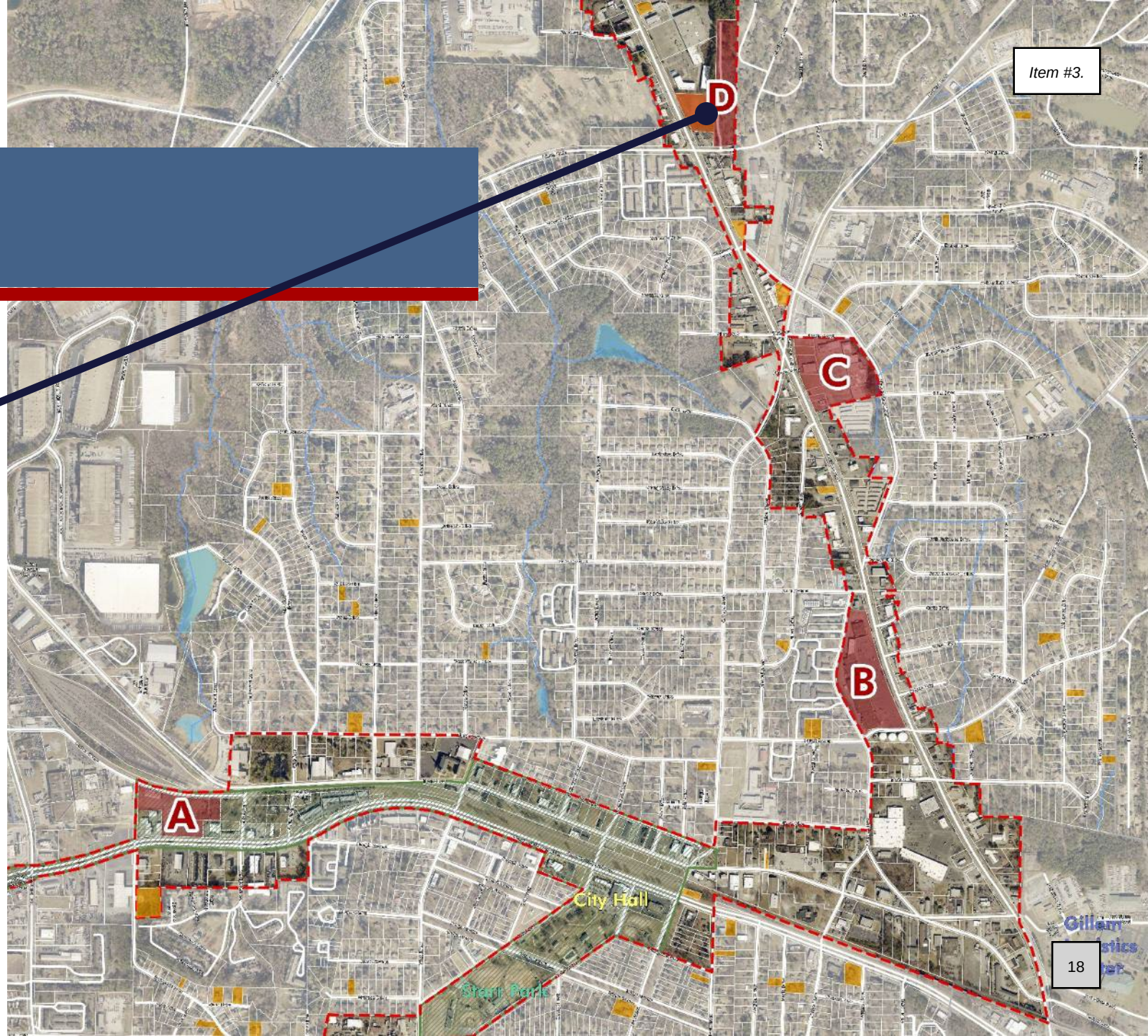
Study Area

Site D: Former Plaza Talpa

Size: 8.86 acres

Zoning: General Commercial (GC), Multiple Family Residential (RM)

Future Land Uses:
Commercial, High Density Residential, Industrial

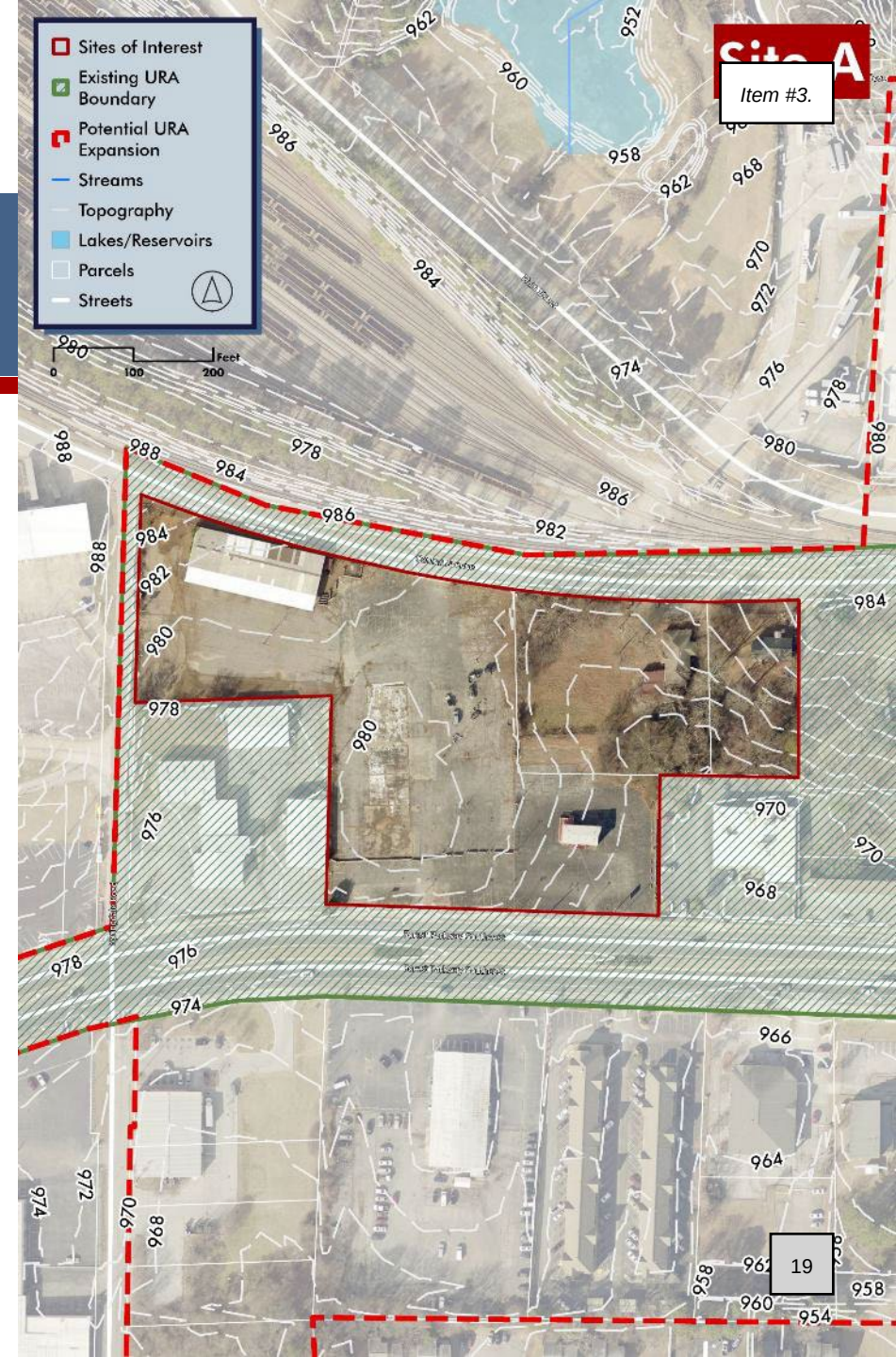


Site A: Central Avenue Parking Lot

Overview: 3 contiguous parcels between Forest Parkway and Central Avenue

Site details:

- Size: 5.95 acres
- Steepest grade: ~3%
- Current uses: 3 vacant structures, large parking lot used for Fire Department training exercises
- Ownership: URA, private individuals (easternmost parcel)
- Tax value: \$1,197,200 (URA parcels); \$37,200 (privately owned parcel)





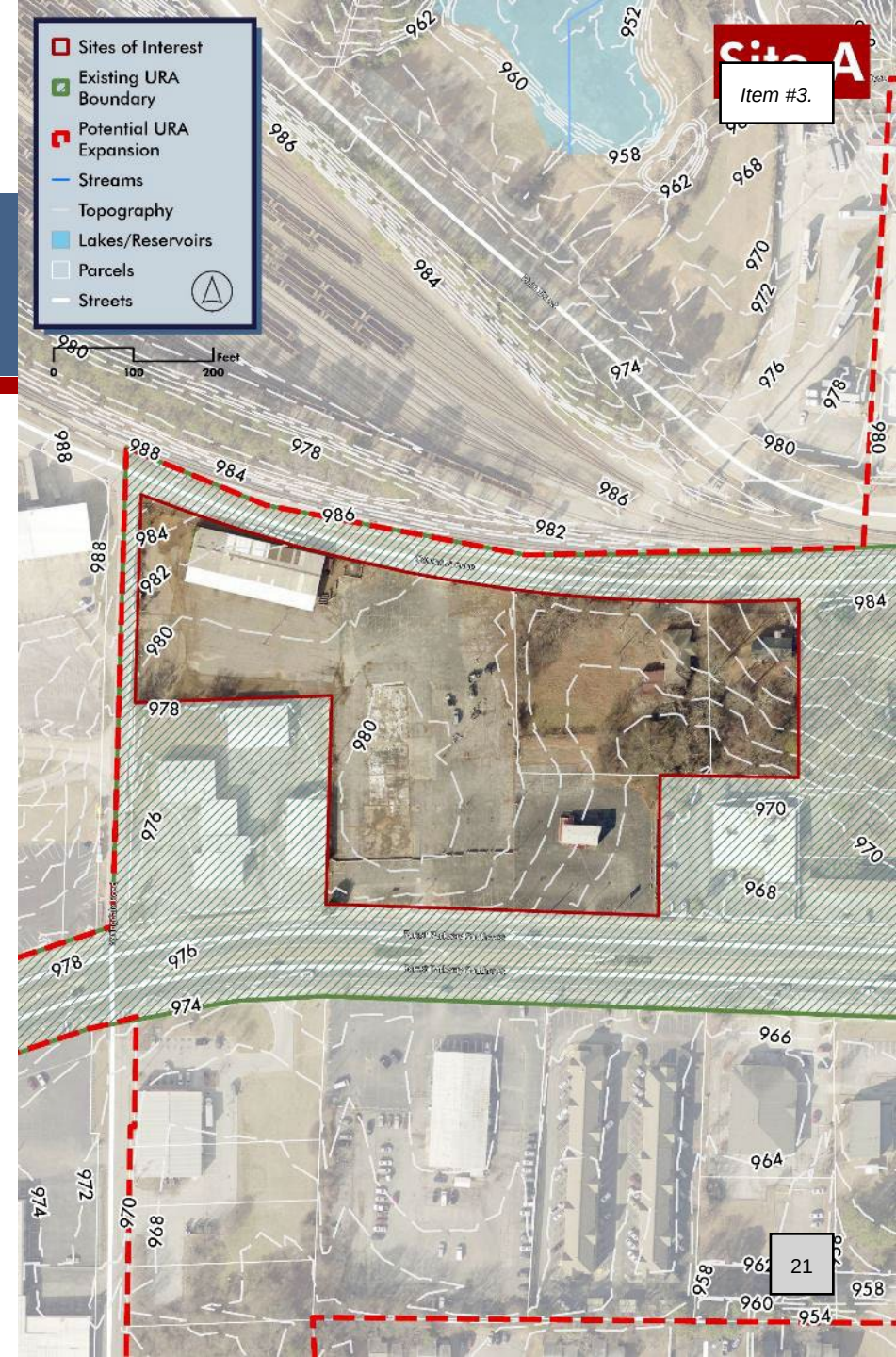
Site A: Central Avenue Parking Lot

Pros:

- URA already owns majority of site
- Mostly flat
- Few existing structures to redevelop
- Within 1 mile of Main Street
- Land-to-value ratio of privately owned parcels is 58% (generally, LTV over 50% indicates a parcel is more ripe for redevelopment)

Cons:

- Private ownership of easternmost parcel
- Few nearby attractions



Site B: Clayton Plaza

Overview: Large shopping center on one parcel with frontage on Jonesboro Road, rear access via Courtney Drive

Site details:

- Size: 10.87 acres
- Steepest grade: ~2.3%, although steep berm (61% slope) at rear of parcel along Courtney Drive
- Current uses: Large shopping center with parking lot, no outparcels
- Ownership: private individuals
- Tax value: \$4,700,000





Site B: Clayton Plaza

Pros:

- Large site, with significant underutilized space
- Old building (ca. 1960)
- Mostly flat

Cons:

- Private ownership
- Viable retail
- High land value and low land-to-value ratio (land value is 25.4% of total value)



Site C: A2Z Outlet Shopping Center

Overview: Large shopping center, plus 6 outparcels with frontage on Jonesboro Road and side access via Theater Drive

Site details:

- Size: 10.82 acres
- Steepest grade: ~6.2% from Jonesboro Road to low point; significant drop at rear of property near creek
- Current uses: Large shopping center with two outparcel commercial buildings, large parking lot, vacant land
- Ownership: Carrollton MCRE LP, Five Sac Self-Storage Corporation, Sphere Real Estate LLC, SCF RC Funding I LLC
- Tax value: \$2,000,000 (large parcel only); \$4,134,400 (all)





Site C: A2Z Outlet Shopping Center

Pros:

- Large site, with significant underutilized space
- Underperforming retail
- Old building (ca. 1971)
- Opportunity for phased redevelopment as parcels are acquired
- Total LTV = 40%, vacant parcels have higher LTV

Cons:

- Would require parcel assemblage if whole site is redeveloped
- Below grade along Jonesboro Road



Site D: Former Plaza Talpa

Overview: 2 parcels, both vacant, one with frontage on Jonesboro Road and the other with access via Conley Road

Site details:

- Size: 8.86 acres
- Steepest grade: ~69.4%
- Current uses: One formerly developed tract and one forested tract
- Ownership: two different LLCs
- Tax value: \$982,000 total





Site D: Former Plaza Talpa

Pros:

- Undeveloped
- Wide frontage on Forest Parkway
- Opportunities for connectivity with shopping center north of site
- Less expensive to acquire than other sites—total value is under \$1 million—with greater potential ROI (LTV is 98%)

Cons:

- Challenging topography at three borders of western parcel
- Significant topography difference between two parcels



Potential Sites to Move Forward

Site A

- Mostly owned by URA
- Mostly vacant and ready to be redeveloped
- Flat site with easy street access

Site C

- Mostly underutilized
- Vacant front parcels
- Mostly flat



Potential Land Use and Development Types

Item #3.

Mixed use, vertical or horizontal:

- Workforce housing
- Upscale commercial/retail



Potential Land Use and Development Types

Item #3.

Workforce Housing – Small Lot Single Family



Potential Land Use and Development Types

Item #3.

Workforce Housing - Townhouse



Potential Land Use and Development Types

Item #3.

Workforce Housing – Small Scale Multifamily



Potential Land Use and Development Types

Item #3.

Mixed Use and Retail



Questions? Comments?

URBAN REDEVELOPMENT AGENCY FUND

Operating Cash:

	Beginning Budget	Deposits	WDs and Debits	Ending Balance
URA Army Checking 4594	3,738,142	8,294	41,577	3,704,859
URA Kroger Checking 4610	473,510	2,892,984	-	3,366,494
Total Operating Cash:	4,211,652	2,901,279	41,577	7,071,353

Operating Revenue:

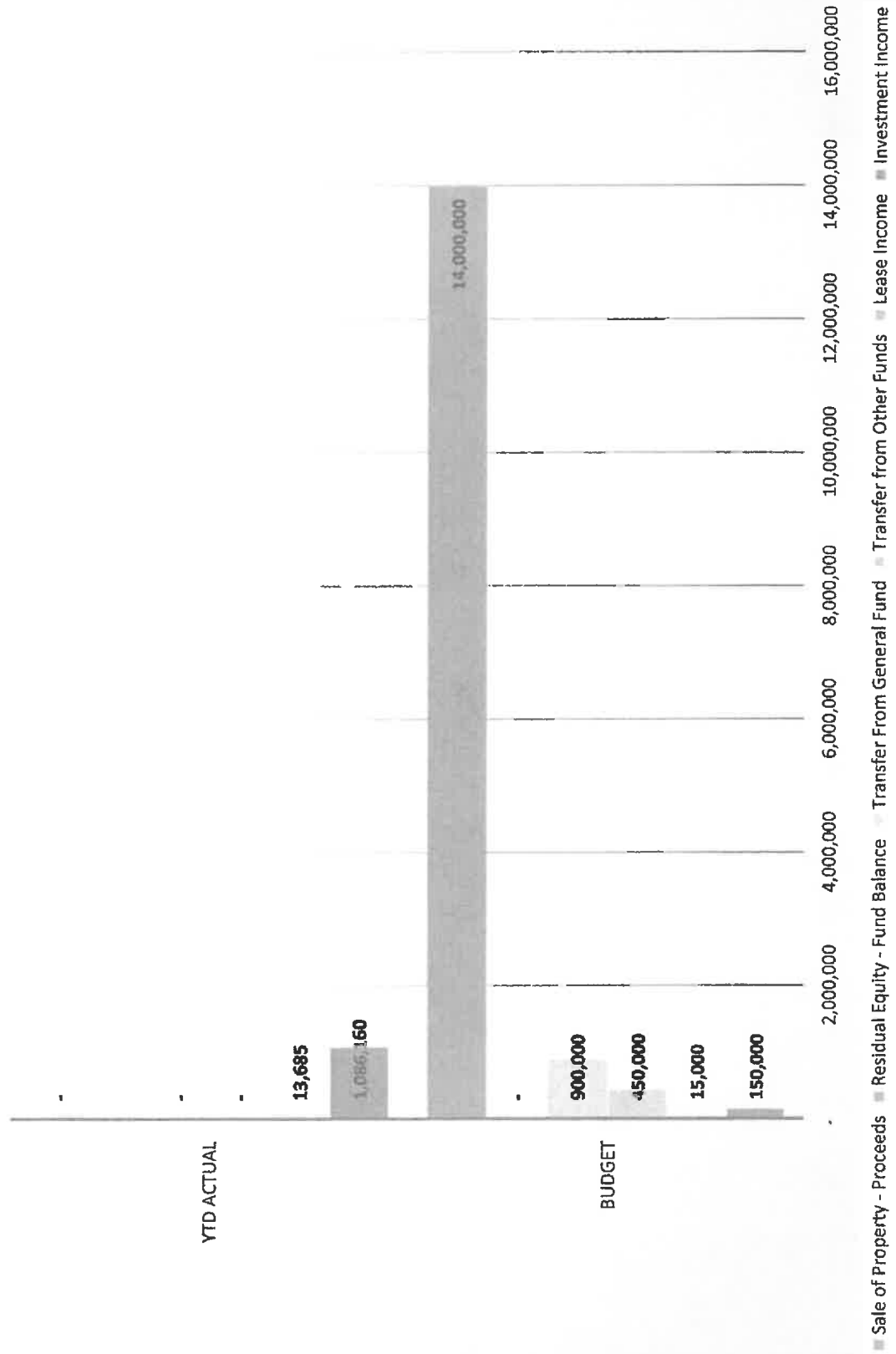
	Budget	YTD Actual	Encumbrance	Budget Balance
Investment Income	150,000	1,086,160	-	(936,160)
Lease Income	15,000	13,685	-	1,316
Miscellaneous Revenue	5,000	-	-	5,000
Transfer from Other Funds	450,000	-	-	450,000
Transfer From General Fund	900,000	-	-	900,000
Residual Equity - Fund Balance	-	-	-	-
Sale of Property - Proceeds	14,000,000	-	-	14,000,000
Total Other Financing Sources:	15,520,000	1,099,845	-	14,420,155

Operating Expense:

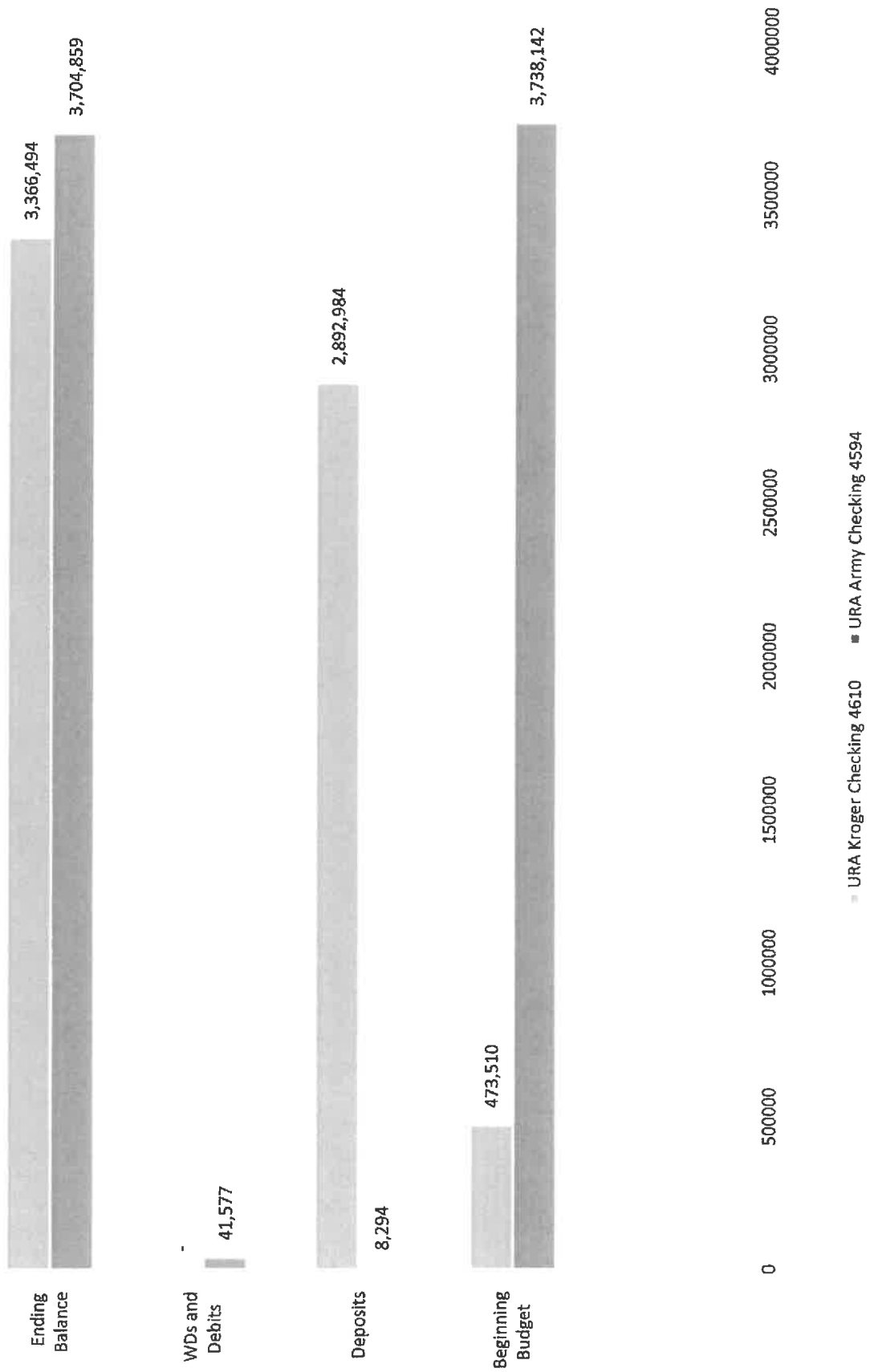
	Budget	YTD Actual	Encumbrance	Budget Balance	% Used
Salaries	105,000	-	-	105,000	0%
Development Fees	174,000	-	-	174,000	0%
Bank Service Fees	2,500	425	-	2,075	17%
Computer Equip & Maint	5,000	-	-	5,000	0%
Postage Shipping & Courier	350	-	-	350	0%
Travel for Employees	2,500	-	-	2,500	0%
Training & Conferences	5,000	2,550	-	2,450	51%
Meetings & Events	3,000	374	-	2,626	12%
Public Relations	80,000	-	-	80,000	0%
Consulting Services	385,000	21,201	150,560	213,239	45%
Gillem Celebration	40,000	-	-	40,000	0%
Architects Fees	80,000	-	-	80,000	0%
Financial Consulting	20,000	1,350	-	18,650	7%
Professional Services	210,000	122,469	39,033	48,498	77%
Electric Utilities	6,000	-	-	6,000	0%
Water & Sewer	35,000	-	-	35,000	0%
Gas Utilities	2,500	420	-	2,080	17%
Insurance Prop and Casualty	13,000	10,487	-	2,513	81%
Office Supplies	1,200	801	-	399	67%
URA Bond Payment	1,100,000	-	-	1,100,000	0%
Cost of Sales (Land)	25,000	-	-	25,000	0%
Advertising	5,000	-	-	5,000	0%
Printing	1,000	108	-	892	11%
Repair & Maintenance	5,000	-	-	5,000	0%
Capital Outlay	105,000	-	-	105,000	0%
Infrastructure - RD Widening	150,000	-	-	150,000	0%
Anvil Block RD Improvements	150,000	-	-	150,000	0%
Interest	350,000	167,310	-	182,690	0%
Transfer to GF	-	1,500	-	(1,500)	0%
Reserve	20,000	-	-	20,000	0%
Total Expense:	3,081,050	328,996	189,593	2,562,461	17%

Total Net Position as of February 2025:	12,438,950	770,849	(189,593)	11,857,694
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Operating Revenues



Operating Cash



	Budget	YTD	Actual
RESERVE			
TRANSFER TO GF	350,000		
INTEREST			
ANVIL BLOCK RD IMPROVEMENTS	150,000		
INFRASTRUCTURE - RD WIDENING	150,000		
CAPITAL OUTLAY	105,000		
REPAIR & MAINTENANCE	5,000		
PRINTING	1,000		108
ADVERTISING	5,000		
COST OF SALES (LAND)	25,000		
URA BOND PAYMENT	1,100,000		
OFFICE SUPPLIES	1,200		
INSURANCE PROP AND CASUALTY	13,000		
GAS UTILITIES	2,500		420
WATER & SEWER	35,000		
ELECTRIC UTILITIES	6,000		
PROFESSIONAL SERVICES	210,000		122,469
FINANCIAL CONSULTING	20,000		1,350
ARCHITECTS FEES	80,000		
GILLEM CELEBRATION	40,000		
CONSULTING SERVICES	385,000		21,201
PUBLIC RELATIONS	80,000		
MEETINGS & EVENTS	3,000		
TRAINING & CONFERENCES	5,000		2,580
TRAVEL FOR EMPLOYEES	2,500		
POSTAGE SHIPPING & COURIER	350		
COMPUTER EQUIP & MAINT	5,000		
BANK SERVICE FEES	2,500		425
DEVELOPMENT FEES	174,000		
SALARIES	105,000		

VENDOR SET: 01 FOREST PARK, GA
FUND : 585 URA FUND
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 2/01/2025 THRU 2/28/2025
BUDGET TO USE: CB-CURRENT BUDGET

BANK: URA

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-231677	FALCON DESIGN CONSULTA I-43756		585 22-7310-52-1205	PROFESSIONAL : URA-	METCALF EXTENSI 002428		1,800.00
01-231677	FALCON DESIGN CONSULTA I-44245		585 22-7310-52-1205	PROFESSIONAL : URA-	METCALF EXTENSI 002428		5,445.00
				VENDOR 01-231677	TOTALS		7,245.00
				VENDOR SET 585	URA FUND	TOTAL:	7,245.00
						REPORT GRAND TOTAL:	7,245.00

01/16/2025 01:04 PM

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2024-2025	585-22-7310-52-1205	PROFESSIONAL SERVICES	7,245.00	210,000	11,497.50		
		TOTAL:	7,245.00				

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 FOREST PARK, GA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 2/01/2025 THRU 2/28/2025
BANK: URA -URA ARMY ACCOUNT
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: YES
PRINT STUB COMMENTS: NO
DEPARTMENT OPTIONS
DEPARATE BY DEPARTMENT: NO
//L RANGE: 585-00-0000-00-0000 THRU 585-99-9999-99-9999
DEPARTMENT RANGE: THRU ZZZZ
PAGE BREAK BY DEPARTMENT: YES
CHECK RANGE: 000000 THRU 999999

** END OF REPORT **

85-URA FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
INVESTMENT INCOME	150,000	118,196.27	1,086,160.24	0.00 (	936,160.24)	724.11
MISCELLANEOUS REVENUE	20,000	0.00	13,684.50	0.00	6,315.50	68.42
TOTAL REVENUES	170,000	118,196.27	1,099,844.74	0.00 (	929,844.74)	646.97
<u>EXPENDITURE SUMMARY</u>						
<u>HISC</u>						
<u>ADMINISTRATION</u>						
PURCHASED/CONTRACT SERV.	174,000	0.00	0.00	0.00	174,000.00	0.00
TOTAL ADMINISTRATION	174,000	0.00	0.00	0.00	174,000.00	0.00
<u>FINANCE</u>						
PERSONAL SERV. & EE BENE	105,000	0.00	0.00	0.00	105,000.00	0.00
PURCHASED/CONTRACT SERV.	857,550	7,245.00	158,965.62	189,593.00	508,991.38	40.65
SUPPLIES	1,144,500	0.00	1,221.03	0.00	1,143,278.97	0.11
CAPITAL OUTLAYS	405,000	0.00	0.00	0.00	405,000.00	0.00
OTHER COSTS	45,000	0.00	0.00	0.00	45,000.00	0.00
LOAN	350,000	0.00	167,310.00	0.00	182,690.00	47.80
OTHER USES	0	0.00	1,500.00	0.00 (	1,500.00)	0.00
TOTAL FINANCE	2,907,050	7,245.00	328,996.65	189,593.00	2,388,460.35	17.84
TOTAL EXPENDITURES	3,081,050	7,245.00	328,996.65	189,593.00	2,562,460.35	16.83
REVENUE OVER/(UNDER) EXPENDITURES	(2,911,050)	110,951.27	770,848.09 (	189,593.00)	3,492,305.09)	
OTHER SOURCES	15,350,000	1,653,870.00	32,823,870.00	0.00 (	17,473,870.00)	213.84
NET OTHER FINANCING SOURCES & USES	15,350,000	1,653,870.00	32,823,870.00	0.00 (	17,473,870.00)	213.84
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	12,438,950	1,764,821.27	33,594,718.09 (	189,593.00)	(20,966,175.09)	

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2025

85-URA FUND

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>TAXES</u>						
<u>INTERGOVERNMENTAL REV.</u>						
<u>CHARGES FOR SERVICES</u>						
<u>INVESTMENT INCOME</u>						
85-00-0000-36-1000 INTEREST INCOME	150,000	118,196.27	1,086,160.24	0.00 (	936,160.24)	724.11
TOTAL INVESTMENT INCOME	150,000	118,196.27	1,086,160.24	0.00 (	936,160.24)	724.11
<u>CONTRIB & DONATIONS-PRIV</u>						
<u>MISCELLANEOUS REVENUE</u>						
85-00-0000-38-1000 LEASE INCOME	15,000	0.00	13,684.50	0.00	1,315.50	91.23
85-00-0000-38-1001 LEASE - MOVIE PROD REVENUE	5,000	0.00	0.00	0.00	5,000.00	0.00
TOTAL MISCELLANEOUS REVENUE	20,000	0.00	13,684.50	0.00	6,315.50	68.42
<u>TOTAL REVENUE</u>	170,000	118,196.27	1,099,844.74	0.00 (	929,844.74)	646.97

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2025

85-URA FUND
DEPARTMENT - ADMINISTRATION

% OF YEAR COMPLETED: 66.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PURCHASED/CONTRACT SERV.	174,000	0.00	0.00	0.00	174,000.00	0.00
85-20-7510-52-1202 DEVELOPMENT FEES	174,000	0.00	0.00	0.00	174,000.00	0.00
TOTAL PURCHASED/CONTRACT SERV.						
JOAN						

TOTAL ADMINISTRATION 174,000 0.00 0.00 0.00 174,000.00 0.00

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2025585-URA FUND
DEPARTMENT - FINANCE

% OF YEAR COMPLETED: 66.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONAL SERV. & EE BENE	105,000	0.00	0.00	0.00	105,000.00	0.00
585-22-1510-51-1101 SALARIES	105,000	0.00	0.00	0.00	105,000.00	0.00
TOTAL PERSONAL SERV. & EE BENE						
PURCHASED/CONTRACT SERV.	2,500	0.00	424.76	0.00	2,075.24	16.99
585-22-1510-52-1101 BANKING/CR CARD FEES	7,200	0.00	0.00	0.00	7,200.00	0.00
585-22-1510-52-2202 COMPUTER EQUIP & MAINT	350	0.00	0.00	0.00	350.00	0.00
585-22-1510-52-3201 POSTAGE SHIPPING & COURIER	1,500	0.00	0.00	0.00	1,500.00	0.00
585-22-1510-52-3500 TRAVEL FOR EMPLOYEES	4,000	0.00	2,550.30	0.00	1,449.70	63.76
585-22-1510-52-3701 TRAINING & CONFERENCES	3,000	0.00	374.34	0.00	2,625.66	12.48
585-22-1510-52-3915 MEETINGS & EVENTS	80,000	0.00	0.00	0.00	80,000.00	0.00
585-22-1570-52-3910 PUBLIC RELATIONS	385,000	0.00	21,201.25	150,560.00	213,238.75	44.61
585-22-7310-52-1201 CONSULTING	40,000	0.00	0.00	0.00	40,000.00	0.00
585-22-7310-52-1202 GILLEM CELEBRATION	80,000	0.00	0.00	0.00	80,000.00	0.00
585-22-7310-52-1203 ARCHITECTS FEES	20,000	0.00	1,350.00	0.00	18,650.00	6.75
585-22-7310-52-1204 FINANCIAL CONSULTING	210,000	7,245.00	122,469.50	39,033.00	48,497.50	76.91
585-22-7310-52-1205 PROFESSIONAL SERVICES	13,000	0.00	10,487.00	0.00	2,513.00	80.67
585-22-7310-52-3111 INSURANCE - LIABILITY	5,000	0.00	0.00	0.00	5,000.00	0.00
585-22-7310-52-3310 ADVERTISING	1,000	0.00	108.47	0.00	891.53	10.85
585-22-7310-52-3410 PRINTING	5,000	0.00	0.00	0.00	5,000.00	0.00
585-22-7340-52-2201 REPAIRS & MAINTENANCE	857,550	7,245.00	158,965.62	189,593.00	508,991.38	40.65
TOTAL PURCHASED/CONTRACT SERV.						
SUPPLIES	1,000	0.00	0.00	0.00	1,000.00	0.00
585-22-1510-53-1102 OFFICE SUPPLIES	1,100,000	0.00	0.00	0.00	1,100,000.00	0.00
585-22-4223-53-1124 URA BOND PAYMENT	0	0.00	801.17	0.00	801.17	0.00
585-22-7310-53-1103 GENERAL DEPARTMENT EXPENSE	35,000	0.00	0.00	0.00	35,000.00	0.00
585-22-7310-53-1211 WATER - SEWERAGE	2,500	0.00	419.86	0.00	2,080.14	16.79
585-22-7310-53-1221 UTILITIES - GAS	6,000	0.00	0.00	0.00	6,000.00	0.00
585-22-7310-53-1231 UTILITIES - ELECTRICITY	1,144,500	0.00	1,221.03	0.00	1,143,278.97	0.11
TOTAL SUPPLIES						
CAPITAL OUTLAYS	105,000	0.00	0.00	0.00	105,000.00	0.00
585-22-1510-54-2502 CAPITAL OUTLAY	150,000	0.00	0.00	0.00	150,000.00	0.00
585-22-7310-54-1410 INFRASTRUCTURE - RD WIDENING	150,000	0.00	0.00	0.00	150,000.00	0.00
585-22-7310-54-1411 ANVIL BLOCK RD IMPROVEMENTS	405,000	0.00	0.00	0.00	405,000.00	0.00
TOTAL CAPITAL OUTLAYS						
DEPRECIATION & AMORTIZAT						
OTHER COSTS	25,000	0.00	0.00	0.00	25,000.00	0.00
585-22-7310-57-5010 COST OF SALES (LAND)	20,000	0.00	0.00	0.00	20,000.00	0.00
585-22-7310-57-9000 RESERVE	45,000	0.00	0.00	0.00	45,000.00	0.00
TOTAL OTHER COSTS						
LOAN	350,000	0.00	167,310.00	0.00	182,690.00	47.80
585-22-7310-58-2300 INTEREST	350,000	0.00	167,310.00	0.00	182,690.00	47.80
TOTAL LOAN						

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2025

85-URA FUND
DEPARTMENT - FINANCE

% OF YEAR COMPLETED: 66.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER USES						
85-22-7310-61-1001 TRANSFER TO GENERAL FUND	0	0.00	1,500.00	0.00	1,500.00	0.00
TOTAL OTHER USES	0	0.00	1,500.00	0.00	1,500.00	0.00
TOTAL FINANCE	2,907,050	7,245.00	328,996.65	189,593.00	2,388,460.35	17.84

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2025

85-URA FUND

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	3,081,050	7,245.00	328,996.65	189,593.00	2,562,460.35	16.83
REVENUE OVER/(UNDER) EXPENDITURES	(2,911,050)	110,951.27	770,848.09 (	189,593.00) (	3,492,305.09)	
OTHER FINANCING SOURCES & USES						
OTHER FINANCING SOURCES						
85-00-0000-39-1100 TRANSFER FROM OTHER FUNDS	450,000	0.00	30,000,000.00	0.00 (	29,550,000.00)	6,666.67
85-00-0000-39-1110 TRANSFER FROM OTHER FUNDS	900,000	1,653,870.00	2,803,870.00	0.00 (	1,903,870.00)	311.54
85-00-0000-39-2200 SALE OF PROPERTY - PROCEEDS	14,000,000	0.00	20,000.00	0.00	13,980,000.00	0.14
TOTAL OTHER FINANCING SOURCES	15,350,000	1,653,870.00	32,823,870.00	0.00 (	17,473,870.00)	213.84
OTHER FINANCING USES						
NET OTHER SOURCES & USES	15,350,000	1,653,870.00	32,823,870.00	0.00 (	17,473,870.00)	213.84
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	12,438,950	1,764,821.27	33,594,718.09 (	189,593.00) (	20,966,175.09)	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Danielle M. Matricardi
Denmark Ashby LLC
100 Hartsfield Center Pkwy, Ste. 400
Atlanta, GA 30354

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of this ___ day of _____, 2025 (the “**Effective Date**”), by and between the DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, a public body corporate and politic duly created and existing under the laws of the State of Georgia (“**Development Authority**”) and the URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, a Georgia corporate body and politic (“**URA**”), and acknowledged to and consented by THE KROGER CO., an Ohio corporation (“**Optionee**”) and HOOD-CLAYTON LOGISTICS LLC, a Georgia limited liability company (“**Lessee**”).

WITNESSETH:

WHEREAS, Lessee has a leasehold interest (“**Lease**”) in two parcels of property consisting of approximately 250 acres located in Forest Park, Clayton County, Georgia, together commonly known as 2000 Anvil Block Road, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Kroger Property**”);

WHEREAS, the Lease is memorialized in a Short Form Lease recorded on June 27, 2014, in the records of Clayton County, Georgia at Book 10550, Page 021, as amended by Amendment No. 1 to Short Form Lease recorded December 23, 2015, in the records of Clayton County, Georgia at Book 10817, Page 632;

WHEREAS, Optionee is the optionee of the Kroger Property pursuant to that certain Purchase, Sale, and Option Agreement (“**Purchase Option Agreement**”) memorialized in a Memorandum of Purchase Option recorded on June 27, 2014, in the records of Clayton County, Georgia at Book 10550, Page 028;

WHEREAS, Development Authority is the fee simple owner of the Kroger Property subject to the Lease and Purchase Option Agreement;

WHEREAS, URA is the owner in fee simple of all that tract or parcel of land consisting of approximately 153 acres located in Forest Park, Clayton County, Georgia and more particularly described on **Exhibit B-1** attached hereto and incorporated herein by reference (“**URA Property**”) and all that tract or parcel of land consisting of approximately 42.23 acres more particularly described on **Exhibit B-2** attached hereto and incorporated herein by reference (“**URA Road Tract**”);

WHEREAS, together the Kroger Property and URA Property shall hereinafter be collectively referred to as the “**Properties**” and singularly referred to as a “**Property**” and the owners of such Kroger Property and URA Property shall hereinafter be collectively referred to as the “**Owners**” and singularly referred to each as an “**Owner**”.

WHEREAS, URA desires to improve and extend an existing road (the “**Access Road**”) on the Kroger Property in order to provide for vehicular ingress and egress between the boundary of URA Property and the Metcalf Road Extension and to install the underground water utilities depicted on **Exhibit G** to provide service to the URA Property (the “**Utility Facilities**”), which Access Road and Utility Facilities shall be constructed in accordance with the plans and specifications attached hereto and incorporated herein by reference as **Exhibit G**, in compliance with all Applicable Laws (as hereinafter defined), and subject to the terms of this Agreement.

WHEREAS, URA desires to construct a new road from the end of the Access Road at the boundary between the URA Property and the Kroger Property and extend such road onto the URA’s Property in accordance with the plans attached hereto and incorporated herein by reference as **Exhibit H** (“**URA Road**”), in compliance with all Applicable Laws (as hereinafter defined), and subject to the terms of this Agreement;

WHEREAS, Development Authority has agreed to grant to URA a temporary non-exclusive construction easement, a perpetual non-exclusive, access easement, and a perpetual utility easement over a portion of the Kroger Property to allow for the construction, maintenance and use of the Access Road and Utility Facilities, subject to the terms of this Agreement, and Lessee and Optionee acknowledge and consent to such grant of easements subject to the terms of this Agreement;

WHEREAS, the URA has agreed to grant an easement for construction and use of a connection road between the URA Road and the Kroger Property over the portion of the URA Property legally described in **Exhibit J** (“**Kroger Connector**”), at the option of the Development Authority, Lessee, or Optionee, or their successors as owners of the Kroger Property (collectively “**Kroger Property Parties**” and each a “**Kroger Property Party**”), if such parties so elect; which Kroger Connector shall be constructed in accordance with plans and specifications to be provided by the Kroger Property Parties, subject to the approval of the Owner of the URA Road Tract, not

to be unreasonably withheld, conditioned or delayed, in compliance with all Applicable Laws (as hereinafter defined), and subject to the terms of this Agreement;

WHEREAS, URA agrees to grant temporary exclusive construction easement and access easement over a portion of the URA Property described in **Exhibit J and shown on Exhibit K** to allow for the construction, maintenance and use of the Kroger Connector (“**Kroger Connector Work**”) subject to the terms of this Agreement, and a non-exclusive, access easement over the URA Road to allow for the construction, maintenance and use of the URA Road subject to the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sum of ONE DOLLAR (\$1.00), in hand paid by each party hereto the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and incorporated herein for all purposes.

2. Effective Date. The effective date of this Agreement is the date appearing in the opening paragraph of this Agreement.

3. Temporary Use and Construction Easement. Development Authority does hereby grant and convey to URA, and its successors in title to URA Property a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) in, on, over, across, and through a portion of the Kroger Property as more particularly described on **Exhibit C** attached hereto and incorporated herein by reference, and depicted on **Exhibit D** attached hereto and incorporated herein by reference (the “**Temporary Construction Easement Area**”) for access and construction purposes only during the URA Road Construction Period and the Access Road Construction Period, as such terms are hereinafter defined, and each only under the terms of this Temporary Construction Easement during the applicable periods.

(a) Construction of URA Road and Utility Facilities. The URA, and through it, its agents, contractors, employees, tenants, licensees and invitees (“URA Invitees”), may utilize the Temporary Construction Easement Area for ingress and egress purposes only during the construction of the URA Road and the Utility Facilities on the URA Property. The URA agrees to construct the URA Road in strict conformance with the plans and specifications shown on **Exhibit H** (“**URA Road Work**”) over a period not to exceed twenty-four (24) months, subject to force majeure delays (“**URA Road Construction Period**”) commencing no earlier than ten (10) business days after written notice is provided to each of the Kroger Property Parties of the commencement date for the URA Road Construction Period. At all times during the URA Road Construction Period, all lanes of traffic and entrances to and from the Kroger Property shall remain open to vehicular traffic.

URA shall use commercially reasonable efforts to prevent damage to the Temporary Construction Easement Area during the URA Road Construction Period and shall remove the existing speed bumps during any periods when heavy construction traffic is anticipated to utilize the Temporary Construction Easement Area. URA shall not allow use of the Temporary Construction Easement Area to slow or otherwise restrict the flow of traffic through the Temporary Construction Easement Area during the period that is one hour before and one hour after all shift changes for all operations on the Kroger Property (“**Shift Change Periods**”), which Shift Change Periods may be updated at any time by written notice from Development Authority or any tenant of the Kroger Property to URA. The cumulative Shift Change Periods for operations on the Kroger Property are currently from 3:30 a.m. to 6:00 a.m. and from 2:30 p.m. until 7:00 p.m.

(b) Construction of Access Road. The URA, and through it, the URA Invitees may utilize the Temporary Construction Easement Area for the purposes of constructing the Access Road and Utility Facilities, along with any necessary grading and construction of slopes, retaining features and other related horizontal improvement in strict conformance with the plans and specifications shown on **Exhibit G** (“**Access Road Work**”) over a period of time not to exceed twenty-one (21) consecutive days (“**Access Road Construction Period**”) and upon not less than ten (10) business days’ prior written notice provided to Development Authority, Lessee, and Optionee. The Access Road Construction Period shall not commence until the URA Road Construction Period has terminated and the URA Road has been constructed in strict conformance with the plans and specifications shown on **Exhibit H**. At all times during the Access Road Construction Period URA shall maintain at least one lane of traffic open across the entire Temporary Construction Easement Area and shall cause flaggers to be present to coordinate traffic flow efficiently in both directions twenty-four (24) hours a day and seven (7) days a week. In addition, the URA shall provide additional traffic assistance personnel as reasonably required by any Kroger Property Party during all Shift Change Periods. The Access Road Work shall include the installation of speed humps to the specifications shown in **Exhibit G**, in locations acceptable to Development Authority, Lessee, and Optionee. All improvements to the Access Road completed by URA, excluding the Utility Facilities, shall be the property of Development Authority upon completion.

(c) Expiration of the Temporary Construction Easement. The Temporary Construction Easement is temporary and shall expire automatically without further action by either party upon the earliest to occur of: (i) completion of the Access Road and Utility Facilities, (ii) the expiration of the Access Road Construction Period and (iii) the third (3rd) anniversary of the date of this Agreement.

4. Permanent Access Easement. Conditioned upon the completion of the URA Road

and the Access Road Work as set forth in Section 3 of this Agreement and during the URA Road Construction Period and Access Road Construction Period, respectively, and further subject to the terms of this Agreement, upon expiration of the Access Road Construction Period, the Development Authority does hereby grant to URA for and as an appurtenance to the URA Property, a perpetual non-exclusive access easement (the “**Access Easement**”) on, over, across, and through a portion of the Kroger Property as more particularly described on **Exhibit E** attached hereto and incorporated herein by reference, and depicted on **Exhibit F** attached hereto and incorporated herein by reference (the “**Access and Utility Easement Area**”) for the purposes of vehicular ingress and egress between the URA Property and the Metcalf Road Extension by the Owner of the URA Property and the URA Invitees. Except as may be necessitated by emergency, no stopping or standing of URA Invitees’ vehicles will be permitted in the Access and Utility Easement Area to allow continuous flow of traffic at all times through the Access and Utility Easement Area. The grant of the Access Easement set forth herein shall not restrict the modification of the Access Road by the Owner of the Kroger Property or any tenant thereof provided that the Access Road continues to be at least two lanes wide (one lane in each direction) within the Access and Utility Easement Area connecting between the URA Property and the Metcalf Road Extension and the same quality or higher than the improvements shown on **Exhibit G**.

5. Permanent Utility Easement. Conditioned upon the completion of the URA Road and the Access Road Work as set forth in Section 3 of this Agreement and during the URA Road Construction Period and Access Road Construction Period, respectively, and further subject to the terms of this Agreement, upon expiration of the Access Road Construction Period, the Development Authority does hereby grant to the URA, for and as an appurtenance to the URA Property, a perpetual, non-exclusive utility easement (the “**Utility Easement**”) for the Utility Facilities depicted on Exhibit G (and in such locations depicted), on, over, across, and through the Access and Utility Easement Area. The Owner of the URA Property shall be solely responsible for the maintenance, repair, and replacement of the Utility Facilities in good condition at its sole cost and expense. Notwithstanding any statement to the contrary in this Agreement, nothing herein shall restrict the rights of the Kroger Property Parties to construct within the portion of the Kroger Property located to the north of the Access Road (“North Kroger Property”), connect such North Kroger Property at any point or points to the Access Road, or improve the Utility Easement Area (including, but not limited to paving, landscaping, utilities or other improvements), provided that no building structures shall be constructed on the Utility Easement Area. After the initial installation of the Utility Facilities and except in the event of an emergency, URA shall provide not less than ten (10) days prior written notice of planned work within the Utility Easement Area and shall not obstruct or impede any portion of the Access Road or the use of the Kroger Property when exercising any rights herein.

6. Future Utilities. If URA desires to install sanitary sewer, gas, and fiber optic cable within the Access and Utility Easement Area adjacent to the Access Road or other utilities that are

not shown on Exhibit G, then URA shall provide its plans and specifications for such underground utility installation and a proposed schedule for such work which shall include measures to prevent obstruction of the Access Road during installation (collectively, the “Additional Utility Plans”) in a written notice to the Kroger Property Parties for their review and approval, not to be unreasonably withheld, conditioned or delayed. If the Kroger Property Parties disapprove of the Additional Utility Plans, the Kroger Property Parties shall provide detailed comments explaining the reason for such disapproval and, if reasonably possible and without the obligation to incur any expenses to suggest revisions, such Kroger Property Parties, may proposed changes to the plans that would make the Additional Utility Plans approvable. Utilities installed pursuant to Additional Utility Plans approved in writing by the Kroger Property Parties pursuant to this Section 6 shall thereafter be deemed Utility Facilities pursuant to this Agreement.

7. No Dedication. Nothing in this Agreement shall create a gift or dedication to the public of, or otherwise create any rights of the public in, any portion of the easements granted herein. Notwithstanding any other provision of this Agreement to the contrary, each Owner periodically may restrict ingress and egress on its Property in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress or egress shall be limited to the minimum time period necessary to prevent a gift, dedication, creation of a prescriptive easement or other right, and shall occur at such times as to have minimum effect on the construction or operation of the respective Property. Nothing in this paragraph shall be construed to prohibit the URA from creating a gift or dedication to the public of, or otherwise create any rights of the public in, any portion of the URA Road, or any interest therein, provided that the URA Road shall remain subject to the URA Road Easement, as herein after defined.

8. Indemnification by URA. To the extent permitted by law, the Owner of the URA Property shall indemnify, defend, protect and hold each of the Kroger Property Parties, and their respective officers, board members, directors, partners, employees, representatives and agents (the “**Development Authority Indemnitees**”) harmless from and against all liabilities, losses, costs, expense, claims, actions or damages, including, without limitation, reasonable out-of-pocket attorneys' fees and court costs actually incurred, for injury to or death of any person or for damages to any property (collectively, “**Claims**”) to the extent arising out of or resulting from the Access Road Work performed by URA, its employees, contractors, agents or representatives (the “**URA Parties**”) and the use of the Access Road by the URA or the URA Invitees. Notwithstanding the foregoing, URA shall not be liable under this section to the extent that Claims arise out of or result from the conduct of the Development Authority Indemnitees.

9. Maintenance of Access Road.

- (a) Initial Construction of Improvements on the URA Property. After the Access Road Work and URA Road Work are complete, and during the period of construction of improvements on the URA Property, not to exceed three (3) years

after the date of this Agreement (“**URA Property Improvement Phase**”), the Owner of the URA Property shall be solely responsible for performing, at its sole cost and expense, all required maintenance, repairs of, and replacement of the Access Road in the condition shown on **Exhibit G**, as determined by the Development Authority and/or the Kroger Property Parties in their reasonable discretion; provided, in the event the URA fails to commence and diligently complete necessary maintenance, repairs or replacements that such party is obligated to complete (within thirty (30) days after receipt of written notice, then the Development Authority and/or the Kroger Property Parties shall have the right, but not the obligation, to effectuate the needed maintenance, repairs or replacements, as the case may be, with the URA obligated to reimburse the Development Authority or the Kroger Property Parties, as applicable, for all the actual and reasonable costs incurred by such party in maintaining, repairing or replacing the portion of the Access Road within thirty (30) days after notice including a written invoice identifying with reasonable specificity the cost incurred for the maintenance repair or replacement for which reimbursement is sought. All construction, maintenance, and repairs during the URA Property Improvement Phase shall be completed pursuant to the same procedures and requirements set forth in Section 3(a) above, including, but not limited to notice periods, Shift Change Period Requirements, obligations to maintain access to the Kroger Property and have the required flaggers present at all times during construction.

- (b) Post Construction Maintenance, Repair and Replacement of Access Road. After the URA Property Improvement Phase, the Owner of the Kroger Property (which may elect to act through any of the Kroger Property Parties) shall be responsible for the ongoing maintenance, repair, and replacement of the Access Road (collectively the “Access Road Maintenance”), including, but not limited to the removal of trash, snow, and other similar routine upkeep. The cost of the Access Road Maintenance shall be shared by the Owners. The Owner of the Kroger Property shall be responsible for one-third (1/3rd) of such Access Road Maintenance expense (“**Kroger Share**”) and the Owner of the URA Property responsible for two-thirds (2/3rds) of such Access Road Maintenance expense (“**URA Share**”). The URA Share shall be due thirty (30) days after notice including a written invoice identifying with reasonable specificity the cost incurred for the Access Road Maintenance for which reimbursement is sought.

10. Option to Construct Kroger Connector and Easement for URA Road. Conditioned upon the grant of the aforementioned Access Easement and Utility Easement to the URA, the URA does hereby grant the following:

- (a) Kroger Connector Plans. If the Kroger Property Parties, or any of them, so elect to construct the Kroger Connector, they shall provide their plans and specifications for such work (“**Kroger Connector Plans**”), to the URA for its review and approval, not to be unreasonably withheld, conditioned or delayed. If the URA disapproves of the Kroger Connector Plans, the URA shall provide detailed comments explaining the reason for such disapproval and proposed changes to the plans that would make the Kroger Connector Plans approvable.
- (b) Temporary Construction Easement for Kroger Connector. URA grants temporary non-exclusive construction easement and access easement over a portion of the URA Road Tract being the Kroger Connector Easement Area, as hereinafter defined, plus an additional area that is ten feet in width surrounding the boundary lines of the Kroger Connector Easement Area (“**Kroger Temporary Construction Easement Area**”) for the purposes of the Kroger Property Parties, and through any of them the Kroger Invitees (as hereinafter defined), constructing, at their sole cost and expense, the Kroger Connector along with any necessary grading and construction of slopes, retaining features and other related horizontal improvement in strict conformance with the approved Kroger Connector Work, over a period of time not to exceed six (6) months (“**Kroger Connector Construction Period**”) following commencement of such Kroger Connector Work. The construction shall commence no earlier than thirty (30) days after written notice is provided to the URA (“**Connector Notice**”).
- (c) Kroger Connector. The URA does hereby grant to the Kroger Property Parties, and through them the Kroger Invitees, for and as an appurtenance to the Kroger Property, a permanent exclusive easement on, over, across, and through a portion of the URA Road Tract for the use, construction, repair, maintenance, and replacement of the Kroger Connector between the Kroger Property and the URA Road in the location described on **Exhibit K** (“**Kroger Connector Easement Area**”) and pursuant to the plans and specifications reasonably approved by the Owner of the URA Road Tract (“**Kroger Connector Easement**”).
- (d) Permanent Access Easement for URA Road. URA does hereby grant to the Kroger Property Parties, for an as an appurtenance to the Kroger Property, a non-exclusive permanent easement for the use of the URA Road (“**URA Road Easement**”) commencing on the date that is thirty (30) days after the date of the Connector Notice for the purposes of vehicular ingress and egress between the Access Road and the Kroger Connector (“**URA Road Easement Area**”) by the Kroger Property Parties, their agents, contractors, employees, tenants, licensees and invitees (“**Kroger Invitees**”). No stopping or standing by Kroger Invitees’ vehicles will be permitted in the URA Road Easement Area to allow continuous

flow of traffic at all times through the URA Road Easement Area except as may be necessitated by emergency. The grant of the URA Road Easement set forth herein shall not restrict the modification of the URA Road by the Owner of the URA Property provided that the URA Road continues to be at least two lanes wide (one lane in each direction) within the URA Road Easement Area connecting between the Access Road and the Kroger Connector and the same quality or higher than the improvements shown on **Exhibit H**.

11. Maintenance of URA Road After Construction of Kroger Connector. URA shall be responsible for the ongoing maintenance, repair, and replacement of the URA Road (collectively the “**URA Road Maintenance**”), including, but not limited to the removal of trash, snow, and other similar routine upkeep. After construction of the Kroger Connector, the cost of the Access Road Maintenance shall be shared by the Owners. The Owner of the Kroger Property shall be responsible for the Kroger Share and the Owner of the URA Property responsible the URA Share. The Kroger Share shall be due thirty (30) days after notice including a written invoice identifying with reasonable specificity the cost incurred by URA for the URA Road Maintenance for which reimbursement is sought.

12. Maintenance of Kroger Connector. The Kroger Property Parties shall be responsible for the ongoing maintenance, repair, and replacement of the Kroger Connector (collectively the “**Kroger Connector Maintenance**”), including, but not limited to the removal of trash, snow, and other similar routine upkeep. The Kroger Property Parties shall be responsible for performing, at its sole cost and expense, all required maintenance, repairs of, and replacement of the Kroger Connector.

13. Drainage Easement. The parties acknowledge the existence of certain infrastructure for drainage of storm water from the Kroger Property onto the URA Property (“**Kroger’s Drainage Infrastructure**”) which was constructed with the knowledge and consent of URA. The URA hereby grants to Development Authority and the Kroger Property Parties, and as an appurtenance to the Kroger Property, a perpetual non-exclusive easement (“**Drainage Easement**”) in the location more particularly described on **Exhibit L-1** and shown on **Exhibit L-2** attached hereto and made a part hereof, for the discharge storm water from the Kroger Property onto the URA Property, and the right to maintain, repair, and replace the Kroger Drainage Infrastructure as needed at the sole expense of the Owner of the Kroger Property and/or the Kroger Property Parties (“**Drainage Easement Work**”).

14. Indemnification by Kroger Property Parties. To the extent permitted by law, the Kroger Property Parties shall indemnify, defend, protect and hold URA and its’s officers, board members, directors, partners, employees, representatives and agents (the “**URA Indemnitees**”) harmless from and against all Claims to the extent arising out of or resulting from the Kroger Connector Work, and the Drainage Easement Work performed by the Kroger Property Parties, its

employees, contractors, agents or representatives, or the Kroger Invitees and the use of the Kroger Connector, URA Road, and Drainage Easement by the Development Authority, Kroger Property Parties, or the Kroger Invitees. Notwithstanding the foregoing, Development Authority shall not be liable under this section to the extent that Claims arise out of or result from the conduct of the URA Indemnitees. Furthermore, URA acknowledges and agrees that Development Authority may meet its indemnification obligations pursuant to this Agreement through corresponding obligations between any of the Kroger Property Parties and Development Authority pursuant to a separate Agreement.

15. Insurance.

- (a) **General Liability Insurance.** The owner of the URA Property and the Kroger Property Parties shall maintain commercial general liability insurance, including contractual liability coverage, naming the other Owners, including the Kroger Property Parties, as additional insureds and providing coverage with a combined bodily injury, death and property damage limit of \$3,000,000 or more per occurrence. The Owner of a Property shall upon request provide to a requesting Property Owner, other Owners, including the Kroger Property Parties, a certificate of insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least 30 days written notice to each named insured thereunder. If the coverage limits of such insurance become inadequate due either to inflation or the size of claims being experienced, at the request of any of the Kroger Property Parties, the Owners shall negotiate in good faith new coverage limits based on industry practices, and such new limits shall be applicable to all Properties. Such insurance shall be primary and not in excess of or contributory with other insurance carried by other persons.
- (b) **Construction Insurance.** Prior to commencing any construction activities on any Property pursuant to an easement granted herein, such Owner, including any applicable Kroger Property Parties, shall obtain, or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the following minimum coverages:
 - i. worker's compensation insurance as required by any applicable law or regulation,
 - ii. employer's liability insurance in the amount of \$1,000,000 per occurrence,
 - iii. commercial general liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages (or, if greater limits or coverages are required by the terms of Section 14(a) above, the limits and coverages set forth in Section 14(a) above shall apply):

1. Required Coverages:
 - a. Premises and Operations,
 - b. Products and Completed Operations,
 - c. Contractual Liability (insuring the indemnity obligations assumed by the contractor under the contract documents),
 - d. Broad Form Property Damage (including Completed Operations), and
 - e. Explosion, Collapse and Underground Hazards;
2. Minimum Limits of Liability:
 - a. \$1,000,000 each occurrence (for bodily injury and property damage),
 - b. \$2,000,000 aggregate for Products and Completed Operations, and
 - c. \$2,000,000 general aggregate applying separately to such project; and
 - d. Automotive liability insurance including coverage for owned, hired and non-owned automobiles with a minimum liability limit of \$1,000,000 combined single limit each accident for bodily injury and property damage.

Upon request, each Owner, including any applicable Kroger Property Party, shall provide, or cause to be provided, the requesting Owner or Kroger Property Party with a certificate of insurance and endorsement to such policy evidencing the type and amount of the insurance coverage required under this Section and a certified copy of an endorsement naming the other Owner, including any applicable Kroger Property Party, as additional insureds and stating that such insurance is primary upon request. All certificates of insurance shall provide for 30 days prior written notice to each additional insured of any cancellation, reduction or non-renewal thereof. Notwithstanding the forgoing or any statement to the contrary in this Agreement, Optionee or Lessee may provide the insurance required under this Section 14 on behalf of the Development Authority.

- (c) Self-Insurance. An Owner, including any Kroger Property Party, having a net worth of \$100,000,000 or more or a market capitalization of \$1,000,000,000 or more (or whose parent company satisfies the foregoing net worth or market capitalization requirements) may self-insure any obligation under Sections 14(a) or (b) above. Optionee, Lessee, or a subsidiary of Optionee or Lessee may, in lieu of providing a certificate of insurance as may be required under Sections 14(a) or (b) above, make available on the website(s) of the issuer(s) of such commercial general liability insurance required by this Section (or, with respect to self-insurance, on a website designated by such party) a Memorandum of

Insurance evidencing such coverage. Notwithstanding the forgoing, any Owner legally prohibited from providing the indemnification required under Section 7 of this Agreement is not permitted to meet the obligations of this Section 14 through self-insurance.

16. Environmental Matters & Munitions and Explosives of Concern Procedures. All rights granted in and to easements located on the Kroger Property are subject to those additional provisions set forth in **Exhibit M** attached hereto and made a part hereof. All rights granted herein and to easements located on the Kroger Property are further subject to compliance at all times by the owner of the URA Property, its agents, contractors, employees, tenants, licensees and invitees with the Munitions and Explosives of Concern Procedures (MEC) procedures.

17. Liens. Each Owner agrees that in the event any mechanic's lien or other statutory liens shall be filed against a Property other than its own by reason of work, labor, services or materials supplied to or at the request of it pursuant to any construction on its Property or any other Property, or supplied to or at the request of its tenant or licensee pursuant to any construction by said tenant or licensee, it shall discharge the same of record within 30 days after the filing thereof, subject to the provisions of the following sentence. Each Owner and each the Kroger Property Party shall have the right to contest the validity, amount or applicability of any such liens by appropriate legal proceedings, and, so long as it shall furnish bond and be prosecuting such contest in good faith, the requirement that it discharge such liens within said 30 days shall not be applicable; provided, however, that in any event such Owner or Kroger Property Party, as applicable, shall, within 30 days after the filing thereof, bond against such liens in amount and in form satisfactory to induce the title insurance company or companies which insured title to the respective Properties the Owners and any Kroger Property Party to insure over such liens or to reissue and update its existing policy, binder or commitment without showing title exception by reason of such liens, and shall indemnify, defend and save harmless the other Owners and Kroger Property Parties from all loss, damage, liability, expense or claim whatsoever (including without limitation reasonable attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceeding shall be finally concluded (so that no further appeal may be taken) adversely to the Owner or Kroger Property Party contesting such liens, such Owner or Kroger Property Party, as applicable shall, within 5 days thereafter, cause the liens to be discharged of record.

18. Limited Right of Termination. Notwithstanding anything herein to the contrary, in the event that URA or the URA Parties have not commenced the URA Road Work within two (2) years after the Effective Date, and thereafter diligently pursue same to completion, subject to events and delays beyond the reasonable control of URA, then, upon written notice from Development Authority or any Kroger Property Party (to be delivered at any time prior to the commencement of the Access Road Work), Development Authority shall be permitted to terminate this Agreement, in which event this Agreement shall be of no further force or effect and neither

party shall have any further obligation hereunder. For the avoidance of doubt, in the event URA or the URA Parties commence the URA Road Work prior to delivery of written notice of termination as set forth above, this Section shall be null and void and of no further force or effect, and Development Authority shall have no further right to terminate this Agreement.

19. Compliance With Applicable Law. The Parties will comply with and observe in all material respects all applicable laws, ordinances, requirements, codes, orders, decisions, rules and regulations of applicable state, municipal, county, federal or other governmental authorities (collectively, “**Applicable Laws**”) relating to the activities and uses contemplated by this Agreement. Without limitation to the foregoing, the Parties shall comply with all Applicable Laws and regulations governing safe construction practices during the construction of the Access Road, URA Road, and Kroger Connector, respectively.

20. Runs With Land/Binding Effect/Joint and Several Liability. All covenants and provisions of this Agreement shall be deemed to run with the land, burden the property affected thereby and shall be binding upon the affected property and Party thereof. Except as otherwise provided, the terms and conditions hereof shall be binding upon, and inure to the benefit of the successors, assigns and successors-in-title of the respective parties hereto. If at any time, the URA Property is owned by one or more persons or entities, all such owners shall be jointly and severally liable for the obligations of the URA pursuant to this Agreement.

21. Representations, Covenants, and Warranties.

(a) The Parties represent that each has the power to enter into this Agreement and perform all obligations contained herein; and by proper action of their respective boards, has been duly authorized to execute and deliver this Agreement.

(b) The Parties warrant that each is not subject to any limitation or provision of any nature whatsoever by contract, under law, ordinance, regulation or otherwise that in any way limits, restricts, or prevents the respective Parties; from entering into this Agreement or from performing any of its obligations hereunder.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the respective Parties nor to the best knowledge of the Parties is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other agreement or instrument to which the Parties are a party and which is used or contemplated for use in the consummation of the transaction contemplated by this Agreement. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the carrying out by the respective Parties of its obligations under this Agreement have been obtained.

22. Notice. All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested or nationally recognized overnight courier, to a party at one of the following addresses: (i) if publicly available, at the tax mailing address for such Property as set forth in the records of the county auditor or treasurer (or the equivalent office which handles tax billing in the county in which the Property is located); (ii) if the tax mailing address is not publicly available, and if the party is an entity registered under state law, at the address of the party's registered agent as set forth in the records of the secretary of state (or equivalent office) in the state in which the Property is located (or if no such record is available in the state in which the Property is located, in the state in which the party is formed); or (iii) if neither of the foregoing addresses is publicly available, at the last known address of the party's place of business or residence. In addition, all notices with regard to the Kroger Property shall also be sent to: The Kroger Co., Attn: Real Estate (411DC010/540FC04) 1014 Vine Street, Cincinnati, Ohio 45202 with a copy to The Kroger Co., Attn: Law Dept. (411DC010/540FC04) 1014 Vine Street, Cincinnati, Ohio 45202. Date of service of notice or approval shall be 3 days after the date on which such notice or approval is deposited in a Post Office of the United States Postal Service or any successor governmental agency or one business day after deposit with a nationally recognized overnight courier. Should a Property be subdivided by separate ownership, the party who owns the largest portion thereof is irrevocably appointed attorney-in-fact for all parties who may own an interest in the Property to receive all notices and to render all approvals hereunder, which receipt of notices and delivery of approvals shall be binding on all such parties.

23. Governing Law and Consent to Jurisdiction. This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction and venue for resolution of any disputes arising from this Agreement shall be in the state courts of Clayton County, Georgia.

24. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms; however, if any of the provisions of this Agreement shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until 21 years after the death of the survivor of the now-living descendants of her Majesty, Queen Elizabeth II, the Queen of England.

25. Interpretation. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

26. Amendments. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement (or their respective successors and assigns).

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement.

28. Entire Agreement. This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

29. Captions. The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

30. Time Periods. Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written above.

DEVELOPMENT AUTHORITY:

Signed, sealed, and delivered in the presence of:

DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, a public body corporate and politic duly created and existing under the laws of the State of Georgia

Unofficial Witness

By: _____
Billy Freeman, Jr., Chair

Notary Public

My Commission Expires:

[AFFIX NOTARY SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed, and delivered in the
presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[AFFIX NOTARY SEAL]

URA:

**URBAN REDEVELOPMENT AGENCY OF THE
CITY OF FOREST PARK**, a Georgia corporate body and
politic

By: _____
Kimberly James, Chair

[SIGNATURES CONTINUED ON NEXT PAGE]

CONSENT

The Kroger Co. and Hood-Clayton Logistics LLC hereby join in this Agreement for the purpose of acknowledging and consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

THE KROGER CO., an Ohio corporation

Hamberly Smiddy
Unofficial Witness

By: [Signature]

Name: Rick J. Landrum
Title: Senior Counsel

Patricia Anne Carter
Notary Public

My Commission Expires: August 9, 2027

[AFFIX NOTARY SEAL]



Signed, sealed, and delivered in the presence of:

HOOD-CLAYTON LOGISTICS LLC, a Georgia limited liability company

Hamberly Smiddy
Unofficial Witness

By: The Kroger Co., its sole member

Patricia Anne Carter
Notary Public

By: [Signature]

Name: Rick J. Landrum
Title: Senior Counsel

My Commission Expires: August 9, 2027

[AFFIX NOTARY SEAL]



EXHIBIT A
Legal Description of Kroger Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT(S) 178, 179, 206, 207, 210 & 211, 12TH DISTRICT, CLAYTON COUNTY, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE CORNER COMMON TO LAND LOTS 207, 208, 209 & 210; THENCE NORTH 82°03'05" EAST, 1138.64 FEET TO A POINT AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 89°43'07" EAST, 501.69 FEET TO A POINT; THENCE SOUTH 57°06'08" EAST, 321.12 FEET TO A POINT; THENCE SOUTH 57°21'53" EAST, 75.41 FEET TO A POINT; THENCE SOUTH 40°28'43" EAST, 107.58 FEET TO A POINT; THENCE SOUTH 80°41'20" EAST, 257.43 FEET TO A POINT; THENCE NORTH 45°18'21" EAST, 263.93 FEET TO A POINT; THENCE NORTH 23°11'01" EAST, 610.87 FEET TO A POINT; THENCE NORTH 40°08'56" EAST, 170.91 FEET TO A POINT; THENCE NORTH 16°43'54" EAST, 472.46 FEET TO A POINT; THENCE SOUTH 73°16'06" EAST, 1074.48 FEET TO A POINT; THENCE NORTH 17°27'55" EAST, 292.29 FEET TO A POINT; THENCE SOUTH 72°41'00" EAST, 760.44 FEET TO A POINT; THENCE SOUTH 17°19'00" WEST, 1387.75 FEET TO A POINT; THENCE SOUTH 72°41'00" EAST, 292.31 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 339.41 FEET, SAID ARC HAVING A RADIUS OF 582.00 FEET, A CHORD BEARING OF SOUTH 42°02'10" WEST, AND A CHORD DISTANCE OF 334.62 FEET, TO A POINT; THENCE SOUTH 63°28'55" WEST, 32.58 FEET TO A POINT; THENCE SOUTH 18°28'55" WEST, 73.62 FEET TO A POINT; THENCE SOUTH 26°31'05" EAST, 48.39 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 98.09 FEET, SAID ARC HAVING A RADIUS OF 578.83 FEET, A CHORD BEARING OF SOUTH 7°22'18" WEST, AND A CHORD DISTANCE OF 97.97 FEET, TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 10.76 FEET, SAID ARC HAVING A RADIUS OF 1180.62 FEET, A CHORD BEARING OF SOUTH 2°15'21" WEST, AND A CHORD DISTANCE OF 10.76 FEET, TO A POINT; THENCE SOUTH 63°10'56" WEST, 3.01 FEET TO A POINT; THENCE SOUTH 7°41'54" EAST, 16.43 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 148.64 FEET, SAID ARC HAVING A RADIUS OF 1180.62 FEET, A CHORD BEARING OF SOUTH 2°28'06" EAST, AND A CHORD DISTANCE OF 148.54 FEET, TO A POINT; THENCE SOUTH 6°04'31" EAST, 172.83 FEET TO A POINT; THENCE SOUTH 41°10'56" WEST, 111.81 FEET TO A POINT; THENCE SOUTH 3°49'04" EAST, 90.00 FEET TO A POINT; THENCE SOUTH 48°49'04" EAST, 118.87 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 227.88 FEET, SAID ARC HAVING A RADIUS OF 645.00 FEET, A CHORD BEARING OF SOUTH 17°13'20" WEST, AND A CHORD DISTANCE OF 226.70 FEET, TO A POINT; THENCE SOUTH 27°20'37" WEST, 483.62 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 432.92 FEET, SAID ARC HAVING A RADIUS OF 645.00 FEET, A CHORD BEARING OF SOUTH 46°34'19" WEST, AND A CHORD DISTANCE OF 424.84 FEET, TO A POINT; THENCE SOUTH 65°48'00" WEST, 413.81 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 126.17 FEET, SAID ARC HAVING A RADIUS OF 755.00 FEET, A CHORD BEARING OF SOUTH 61°00'45" WEST, AND A CHORD DISTANCE OF 126.02 FEET, TO A POINT; THENCE SOUTH 56°13'31" WEST, 473.80 FEET TO A POINT; THENCE SOUTH 56°13'31" WEST, 114.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 254.26 FEET, SAID ARC HAVING A RADIUS OF 2055.00 FEET, A CHORD BEARING OF SOUTH

52°40'50" WEST, AND A CHORD DISTANCE OF 254.10 FEET, TO A POINT; THENCE SOUTH 49°08'09" WEST, 617.76 FEET TO A POINT; THENCE NORTH 73°01'29" WEST, 148.08 FEET TO A POINT; THENCE SOUTH 38°21'09" WEST, 371.46 FEET TO A POINT; THENCE SOUTH 67°48'34" WEST, 131.47 FEET TO A POINT; THENCE NORTH 68°35'02" WEST, 93.02 FEET TO A POINT; THENCE NORTH 25°39'32" WEST, 57.27 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 186.45 FEET, SAID ARC HAVING A RADIUS OF 767.00 FEET, A CHORD BEARING OF NORTH 18°41'42" WEST, AND A CHORD DISTANCE OF 185.99 FEET, TO A POINT; THENCE SOUTH 78°16'08" WEST, 5.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 179.63 FEET, SAID ARC HAVING A RADIUS OF 772.00 FEET, A CHORD BEARING OF NORTH 5°03'54" WEST, AND A CHORD DISTANCE OF 179.23 FEET, TO A POINT; THENCE NORTH 1°36'03" EAST, 580.61 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 121.74 FEET, SAID ARC HAVING A RADIUS OF 228.00 FEET, A CHORD BEARING OF NORTH 13°41'44" WEST, AND A CHORD DISTANCE OF 120.30 FEET, TO A POINT; THENCE NORTH 28°59'30" WEST, 34.57 FEET TO A POINT; THENCE NORTH 21°50'02" WEST, 96.31 FEET TO A POINT; THENCE NORTH 28°59'30" WEST, 50.00 FEET TO A POINT; THENCE NORTH 15°42'24" EAST, 123.51 FEET TO A POINT; THENCE NORTH 61°01'18" EAST, 449.28 FEET TO A POINT; THENCE NORTH 28°59'30" WEST, 63.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 21.82 FEET, SAID ARC HAVING A RADIUS OF 20.38 FEET, A CHORD BEARING OF NORTH 63°33'04" WEST, AND A CHORD DISTANCE OF 20.79 FEET, TO A POINT; THENCE NORTH 28°59'30" WEST, 43.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 51.01 FEET, SAID ARC HAVING A RADIUS OF 92.00 FEET, A CHORD BEARING OF NORTH 13°06'25" WEST, AND A CHORD DISTANCE OF 50.36 FEET, TO A POINT; THENCE NORTH 2°46'39" EAST, 620.99 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 173.84 FEET, SAID ARC HAVING A RADIUS OF 132.00 FEET, A CHORD BEARING OF NORTH 34°57'05" WEST, AND A CHORD DISTANCE OF 161.55 FEET, TO A POINT; THENCE NORTH 72°40'50" WEST, 429.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 115.86 FEET, SAID ARC HAVING A RADIUS OF 91.80 FEET, A CHORD BEARING OF NORTH 36°39'06" WEST, AND A CHORD DISTANCE OF 108.32 FEET, TO A POINT; THENCE NORTH 0°35'08" WEST, 768.39 FEET TO A POINT; THENCE SOUTH 89°40'05" WEST, 101.25 FEET TO A POINT; THENCE NORTH 0°02'34" WEST, 583.19 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 253.0185 ACRES (11,021,488 SQUARE FEET) MORE OR LESS, AS SHOWN ON A SURVEY PREPARED FOR KROGER BY PRIME ENGINEERING DATED APRIL 21, 2014, LAST REVISED NOVEMBER 24, 2014

EXHIBIT B-1

Legal Description of URA Property

All that tract or parcel of land lying and being in Land Lots 210 and 211 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_NW), 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:

BEGINNING at a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240;

THENCE along the North line of Land Lot 210 South 89 degrees 05 minutes 25 seconds East for a distance of 3011.42 feet to a concrete monument found at the common corner of Land Lots 210, 211, 238 and 239;

THENCE proceeding along the north line of Land Lot 211 South 89 degrees 03 minutes 22 seconds East for a distance of 1098.21 feet to a 1/2" iron pin set;

THENCE departing said north line of Land Lot 211 South 00 degrees 21 minutes 20 seconds West for a distance of 728.91 feet to a 1/2" iron pin set;

THENCE South 41 degrees 12 minutes 25 seconds East for a distance of 111.70 feet to a 1/2" iron pin set;

THENCE South 57 degrees 08 minutes 28 seconds East for a distance of 630.21 feet to a 1/2" iron pin set;

THENCE North 88 degrees 20 minutes 20 seconds East for a distance of 560.90 feet to a 1/2" iron pin set;

THENCE South 01 degrees 39 minutes 40 seconds East for a distance of 370.32 feet to a 1/2" iron pin set;

THENCE South 36 degrees 17 minutes 04 seconds East for a distance of 279.85 feet to a 1/2" iron pin set;

THENCE South 82 degrees 09 minutes 33 seconds East for a distance of 73.45 feet to a 1/2" iron pin set;

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 105.38 feet to a 1/2" iron pin set;

THENCE South 12 degrees 31 minutes 11 seconds West for a distance of 36.93 feet to a 1/2" iron pin set;

THENCE South 00 degrees 00 minutes 26 seconds West for a distance of 98.48 feet to a 1/2" iron pin set;

THENCE South 50 degrees 02 minutes 48 seconds West for a distance of 50.47 feet to a 1/2" iron pin set;

THENCE North 73 degrees 37 minutes 49 seconds West for a distance of 145.00 feet to a 1/2" iron pin set;

THENCE North 73 degrees 37 minutes 49 seconds West for a distance of 650.00 feet to a 1/2" iron pin set;

THENCE North 14 degrees 49 minutes 06 seconds East for a distance of 365.00 feet to a 1/2" iron pin set;

THENCE North 86 degrees 40 minutes 45 seconds West for a distance of 179.24 feet to a 1/2" iron pin set;

THENCE North 86 degrees 40 minutes 45 seconds West for a distance of 522.70 feet to a 1/2" iron pin set;

THENCE North 86 degrees 40 minutes 45 seconds West for a distance of 1798.05 feet to a 1/2" iron pin set;

THENCE South 15 degrees 57 minutes 42 seconds West for a distance of 164.51 feet to a concrete nail set;

THENCE South 90 degrees 00 minutes 00 seconds West for a distance of 349.36 feet to a 1/2" iron pin set;

THENCE North 90 degrees 00 minutes 00 seconds West for a distance of 1931.13 feet to a 1/2" iron pin set on the west line of Land Lot 210;

THENCE proceeding along said west line of Land Lot 210 North 00 degrees 46 minutes 02 seconds East for a distance of 1519.17 feet to a concrete monument found at the common corner of Land Lots 209, 210, 239 and 240, said concrete monument found being the POINT OF BEGINNING.

Said tract or parcel of land contains 153.285 acres or 6,677,109 square feet.

Exhibit B-2

Legal Description of URA Road Tract

All that tract or parcel of land lying and being in Land Lots 207, 210 and 211 of the 12th Land District, City of Forest Park, Clayton County, Georgia, said tract or parcel of land 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 along the West line of Land Lot 210 South 00 degrees 46 minutes 02 seconds East for a distance of 1519.17 feet to a 1/2" iron pin set;

THENCE departing said West line of Land Lot 210 North 90 degrees 00 minutes 00 seconds East for a distance of 1931.13 feet to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING;

THENCE North 90 degrees 00 minutes 00 seconds East for a distance of 349.36 feet to a nail set in concrete headwall;

THENCE North 15 degrees 57 minutes 42 seconds East for a distance of 164.51 feet to a 1/2" iron pin set;

THENCE South 86 degrees 40 minutes 45 seconds East for a distance of 662.52 feet to a 1/2" iron pin set;

THENCE South 86 degrees 40 minutes 45 seconds East for a distance of 1135.53 feet to a 1/2" iron pin set;

THENCE South 86 degrees 40 minutes 45 seconds East for a distance of 522.70 feet to a 1/2" iron pin set;

THENCE South 17 degrees 18 minutes 42 seconds West for a distance of 462.58 feet to a 1/2" iron pin set;

THENCE North 72 degrees 34 minutes 43 seconds West for a distance of 150.74 feet to a 1/2" rebar found;

THENCE North 17 degrees 15 minutes 27 seconds East for a distance of 308.35 feet to a 1/2" iron pin set;

THENCE North 77 degrees 34 minutes 28 seconds West for a distance of 348.63 feet to a 1/2" rebar with cap found;

THENCE South 13 degrees 15 minutes 58 seconds West for a distance of 279.40 feet to a 1/2" rebar found;

THENCE South 71 degrees 41 minutes 57 seconds East for a distance of 11.30 feet to a 1/2" rebar with cap found;

THENCE South 17 degrees 27 minutes 55 seconds West for a distance of 292.29 feet to a 1/2" iron pin set;

THENCE North 73 degrees 16 minutes 06 seconds West for a distance of 1074.48 feet to a 1/2" iron pin set;

THENCE South 16 degrees 43 minutes 54 seconds West for a distance of 472.46 feet to a 1/2" iron pin set;

THENCE South 40 degrees 08 minutes 56 seconds West for a distance of 170.91 feet to a 1/2" iron pin set;

THENCE South 23 degrees 11 minutes 01 seconds West for a distance of 610.87 feet to a 1/2" iron pin set;

THENCE South 45 degrees 18 minutes 21 seconds West for a distance of 263.93 feet to a 1/2" iron pin set;

THENCE North 80 degrees 41 minutes 20 seconds West for a distance of 257.43 feet to a 1/2" iron pin set;

THENCE North 40 degrees 28 minutes 43 seconds West for a distance of 107.58 feet to a 1/2" iron pin set;

THENCE North 57 degrees 21 minutes 53 seconds West for a distance of 75.41 feet to a 1/2" iron pin set;

THENCE North 34 degrees 25 minutes 51 seconds East for a distance of 93.67 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 75.00 feet for an arc length of 78.96 feet (said arc being subtended by a chord of North 64 degrees 35 minutes 24 seconds East for a distance of 75.36 feet) to a computed point;

THENCE along a curve to the right having a radius of 316.19 feet for an arc length of 13.92 feet (said arc being subtended by a chord of South 86 degrees 30 minutes 42 seconds East for a distance of 13.92 feet) to a computed point;

THENCE South 89 degrees 40 minutes 25 seconds East for a distance of 6.44 feet to a computed point;

THENCE North 86 degrees 34 minutes 23 seconds East for a distance of 13.91 feet to a computed point;

THENCE North 86 degrees 01 minutes 28 seconds East for a distance of 4.84 feet to a computed point;

THENCE North 27 degrees 41 minutes 54 seconds West for a distance of 8.36 feet to a computed point;

THENCE North 25 degrees 07 minutes 49 seconds West for a distance of 17.31 feet to a computed point;

THENCE along a curve to the right having a radius of 110.81 feet for an arc length of 17.61 feet (said arc being subtended by a chord of North 18 degrees 17 minutes 45 seconds West for a distance of 17.59 feet) to a computed point;

THENCE along a curve to the right having a radius of 83.94 feet for an arc length of 36.51 feet (said arc being subtended by a chord of North 01 degrees 17 minutes 03 seconds West for a distance of 36.22 feet) to a computed point;

THENCE along a curve to the right having a radius of 153.77 feet for an arc length of 22.37 feet (said arc being subtended by a chord of North 15 degrees 20 minutes 35 seconds East for a distance of 22.35 feet) to a computed point;

THENCE along a curve to the right having a radius of 128.94 feet for an arc length of 20.21 feet (said arc being subtended by a chord of North 24 degrees 00 minutes 08 seconds East for a distance of 20.19 feet) to a computed point;

THENCE along a curve to the right having a radius of 83.26 feet for an arc length of 33.55 feet (said arc being subtended by a chord of North 40 degrees 02 minutes 10 seconds East for a distance of 33.32 feet) to a computed point;

THENCE North 42 degrees 29 minutes 40 seconds East for a distance of 2.28 feet to a computed point;

THENCE North 16 degrees 01 minutes 16 seconds East for a distance of 14.44 feet to a computed point;

THENCE along a curve to the right having a radius of 95.38 feet for an arc length of 17.51 feet (said arc being subtended by a chord of North 23 degrees 41 minutes 55 seconds East for a distance of 17.49 feet) to a computed point;

THENCE North 31 degrees 14 minutes 07 seconds East for a distance of 6.84 feet to a computed point;

THENCE North 11 degrees 27 minutes 29 seconds East for a distance of 11.36 feet to a computed point;

THENCE along a curve to the right having a radius of 105.19 feet for an arc length of 17.73 feet (said arc being subtended by a chord of North 19 degrees 53 minutes 06 seconds East for a distance of 17.71 feet) to a computed point;

THENCE along a curve to the right having a radius of 136.51 feet for an arc length of 19.24 feet (said arc being subtended by a chord of North 28 degrees 45 minutes 04 seconds East for a

distance of 19.22 feet) to a computed point;

THENCE North 25 degrees 46 minutes 53 seconds East for a distance of 9.14 feet to a computed point;

THENCE North 22 degrees 51 minutes 19 seconds West for a distance of 7.15 feet to a computed point;

THENCE North 20 degrees 41 minutes 39 seconds West for a distance of 20.56 feet to a computed point;

THENCE North 19 degrees 10 minutes 29 seconds West for a distance of 23.86 feet to a computed point;

THENCE North 17 degrees 29 minutes 08 seconds West for a distance of 16.40 feet to a computed point;

THENCE North 14 degrees 47 minutes 36 seconds West for a distance of 12.56 feet to a computed point;

THENCE along a curve to the right having a radius of 112.08 feet for an arc length of 19.22 feet (said arc being subtended by a chord of North 08 degrees 11 minutes 10 seconds West for a distance of 19.20 feet) to a computed point;

THENCE along a curve to the right having a radius of 267.09 feet for an arc length of 20.10 feet (said arc being subtended by a chord of North 01 degrees 07 minutes 00 seconds West for a distance of 20.10 feet) to a computed point;

THENCE along a curve to the right having a radius of 140.25 feet for an arc length of 14.74 feet (said arc being subtended by a chord of North 04 degrees 03 minutes 02 seconds East for a distance of 14.73 feet) to a computed point;

THENCE along a curve to the right having a radius of 916.10 feet for an arc length of 26.80 feet (said arc being subtended by a chord of North 07 degrees 53 minutes 58 seconds East for a distance of 26.80 feet) to a computed point;

THENCE along a curve to the right having a radius of 148.12 feet for an arc length of 27.10 feet (said arc being subtended by a chord of North 13 degrees 58 minutes 42 seconds East for a distance of 27.06 feet) to a computed point;

THENCE along a curve to the right having a radius of 286.21 feet for an arc length of 32.03 feet (said arc being subtended by a chord of North 22 degrees 38 minutes 45 seconds East for a distance of 32.01 feet) to a computed point;

THENCE along a curve to the right having a radius of 568.38 feet for an arc length of 24.24 feet (said arc being subtended by a chord of North 28 degrees 14 minutes 17 seconds East for a distance of 24.24 feet) to a computed point;

THENCE along a curve to the right having a radius of 317.41 feet for an arc length of 19.31 feet (said arc being subtended by a chord of North 31 degrees 12 minutes 11 seconds East for a distance of 19.31 feet) to a computed point;

THENCE North 33 degrees 28 minutes 11 seconds East for a distance of 13.59 feet to a computed point;

THENCE North 26 degrees 39 minutes 37 seconds East for a distance of 12.55 feet to a computed point;

THENCE North 26 degrees 59 minutes 29 seconds East for a distance of 7.30 feet to a computed point;

THENCE North 30 degrees 02 minutes 27 seconds East for a distance of 12.11 feet to a computed point;

THENCE North 16 degrees 26 minutes 48 seconds West for a distance of 48.13 feet to a computed point;

THENCE along a curve to the right having a radius of 424.11 feet for an arc length of 30.92 feet (said arc being subtended by a chord of North 31 degrees 20 minutes 47 seconds West for a distance of 30.92 feet) to a computed point;

THENCE along a curve to the right having a radius of 255.86 feet for an arc length of 28.68 feet (said arc being subtended by a chord of North 26 degrees 03 minutes 39 seconds West for a distance of 28.66 feet) to a computed point;

THENCE North 22 degrees 36 minutes 56 seconds West for a distance of 20.33 feet to a computed point;

THENCE North 49 degrees 02 minutes 09 seconds West for a distance of 15.79 feet to a computed point;

THENCE along a curve to the right having a radius of 344.58 feet for an arc length of 26.78 feet (said arc being subtended by a chord of North 49 degrees 27 minutes 21 seconds West for a distance of 26.77 feet) to a computed point;

THENCE along a curve to the right having a radius of 178.58 feet for an arc length of 15.64 feet (said arc being subtended by a chord of North 44 degrees 43 minutes 13 seconds West for a distance of 15.64 feet) to a computed point;

THENCE along a curve to the right having a radius of 91.50 feet for an arc length of 20.12 feet (said arc being subtended by a chord of North 35 degrees 54 minutes 46 seconds West for a distance of 20.08 feet) to a computed point;

THENCE along a curve to the right having a radius of 82.71 feet for an arc length of 35.90 feet (said arc being subtended by a chord of North 17 degrees 10 minutes 42 seconds West for a distance of 35.62 feet) to a computed point;

THENCE along a curve to the right having a radius of 308.51 feet for an arc length of 24.15 feet (said arc being subtended by a chord of North 02 degrees 29 minutes 59 seconds West for a distance of 24.14 feet) to a computed point;

THENCE along a curve to the right having a radius of 233.33 feet for an arc length of 36.40 feet (said arc being subtended by a chord of North 04 degrees 12 minutes 42 seconds East for a distance of 36.36 feet) to a computed point;

THENCE along a curve to the right having a radius of 155.99 feet for an arc length of 22.60 feet (said arc being subtended by a chord of North 10 degrees 53 minutes 55 seconds West for a distance of 22.58 feet) to a computed point;

THENCE along a curve to the right having a radius of 272.93 feet for an arc length of 17.51 feet (said arc being subtended by a chord of North 04 degrees 54 minutes 39 seconds West for a distance of 17.51 feet) to a computed point;

THENCE along a curve to the right having a radius of 123.46 feet for an arc length of 16.01 feet (said arc being subtended by a chord of North 00 degrees 38 minutes 35 seconds East for a distance of 16.00 feet) to a computed point;

THENCE along a curve to the right having a radius of 130.40 feet for an arc length of 29.34 feet (said arc being subtended by a chord of North 10 degrees 48 minutes 15 seconds East for a distance of 29.28 feet) to a computed point;

THENCE along a curve to the right having a radius of 135.14 feet for an arc length of 14.92 feet (said arc being subtended by a chord of North 14 degrees 05 minutes 06 seconds East for a distance of 14.91 feet) to a computed point;

THENCE along a curve to the left having a radius of 650.47 feet for an arc length of 11.07 feet (said arc being subtended by a chord of North 26 degrees 08 minutes 42 seconds West for a distance of 11.07 feet) to a computed point;

THENCE along a curve to the left having a radius of 166.96 feet for an arc length of 7.78 feet (said arc being subtended by a chord of North 27 degrees 58 minutes 06 seconds West for a distance of 7.78 feet) to a computed point;

THENCE along a curve to the left having a radius of 173.64 feet for an arc length of 17.71 feet (said arc being subtended by a chord of North 33 degrees 06 minutes 55 seconds West for a distance of 17.70 feet) to a computed point;

THENCE along a curve to the right having a radius of 135.35 feet for an arc length of 22.43 feet (said arc being subtended by a chord of North 25 degrees 26 minutes 44 seconds West for a distance of 22.40 feet) to a computed point;

THENCE along a curve to the right having a radius of 96.45 feet for an arc length of 26.87 feet (said arc being subtended by a chord of North 12 degrees 42 minutes 56 seconds West for a distance of 26.78 feet) to a computed point;

THENCE along a curve to the right having a radius of 110.93 feet for an arc length of 21.06

feet (said arc being subtended by a chord of North 00 degrees 42 minutes 18 seconds East for a distance of 21.03 feet) to a computed point;

THENCE along a curve to the right having a radius of 197.77 feet for an arc length of 20.29 feet (said arc being subtended by a chord of North 09 degrees 05 minutes 00 seconds East for a distance of 20.28 feet) to a computed point;

THENCE along a curve to the right having a radius of 1430.15 feet for an arc length of 23.82 feet (said arc being subtended by a chord of North 12 degrees 29 minutes 59 seconds East for a distance of 23.82 feet) to a computed point;

THENCE along a curve to the right having a radius of 4382.60 feet for an arc length of 40.94 feet (said arc being subtended by a chord of North 13 degrees 14 minutes 40 seconds East for a distance of 40.94 feet) to a computed point;

THENCE along a curve to the left having a radius of 1538.80 feet for an arc length of 16.01 feet (said arc being subtended by a chord of North 13 degrees 48 minutes 37 seconds East for a distance of 16.01 feet) to a computed point;

THENCE North 62 degrees 03 minutes 19 seconds West for a distance of 12.50 feet to a computed point;

THENCE North 62 degrees 54 minutes 06 seconds West for a distance of 37.82 feet to a computed point;

THENCE North 64 degrees 29 minutes 56 seconds West for a distance of 15.70 feet to a computed point;

THENCE along a curve to the left having a radius of 678.19 feet for an arc length of 24.23 feet (said arc being subtended by a chord of North 64 degrees 38 minutes 59 seconds West for a distance of 24.23 feet) to a computed point;

THENCE along a curve to the right having a radius of 150.24 feet for an arc length of 28.75 feet (said arc being subtended by a chord of North 58 degrees 08 minutes 40 seconds West for a distance of 28.71 feet) to a computed point;

THENCE along a curve to the right having a radius of 84.36 feet for an arc length of 46.27 feet (said arc being subtended by a chord of North 36 degrees 56 minutes 53 seconds West for a distance of 45.69 feet) to a computed point;

THENCE along a curve to the right having a radius of 82.47 feet for an arc length of 43.62 feet (said arc being subtended by a chord of North 06 degrees 04 minutes 54 seconds West for a distance of 43.11 feet) to a computed point;

THENCE along a curve to the right having a radius of 95.83 feet for an arc length of 30.13 feet (said arc being subtended by a chord of North 18 degrees 04 minutes 37 seconds East for a distance of 30.01 feet) to a computed point;

THENCE along a curve to the right having a radius of 181.42 feet for an arc length of 12.81 feet (said arc being subtended by a chord of North 29 degrees 06 minutes 21 seconds East for a distance of 12.81 feet) to a computed point;

THENCE along a curve to the right having a radius of 188.39 feet for an arc length of 12.88 feet (said arc being subtended by a chord of North 33 degrees 05 minutes 15 seconds East for a distance of 12.88 feet) to a computed point;

THENCE along a curve to the right having a radius of 245.69 feet for an arc length of 16.34 feet (said arc being subtended by a chord of North 36 degrees 57 minutes 06 seconds East for a distance of 16.34 feet) to a computed point;

THENCE along a curve to the right having a radius of 96.05 feet for an arc length of 18.21 feet (said arc being subtended by a chord of North 44 degrees 17 minutes 17 seconds East for a distance of 18.18 feet) to a computed point;

THENCE along a curve to the right having a radius of 77.30 feet for an arc length of 14.13 feet (said arc being subtended by a chord of North 52 degrees 57 minutes 32 seconds East for a distance of 14.11 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 42.229 acres or 1,839,506 square feet.

Exhibit B-2

EXHIBIT C

Legal Description of Temporary Construction Easement Area

All that tract or parcel of land lying and being in Land Lot 207 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-RW), 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 northwest corner of Land Lot 207, said concrete monument found also being the common corner of Land Lots 208, 209 and 210;

THENCE South 67 degrees 49 minutes 46 seconds East for a distance of 1328.38 feet to a computed point on the easterly right-of-way line of Metcalf Road Extension (cul-de-sac area) (variable width R/W), said computed point being the POINT OF BEGINNING;

THENCE departing said easterly right-of-way line of Metcalf Road Extension North 71 degrees 16 minutes 55 seconds East for a distance of 763.75 feet to a computed point;

THENCE North 71 degrees 27 minutes 03 seconds East for a distance of 102.11 feet to a computed point;

THENCE along a curve to the left having a radius of 520.00 feet for an arc length of 15.01 feet (said arc being subtended by a chord of North 70 degrees 37 minutes 27 seconds East for a distance of 15.01 feet) to a computed point;

THENCE North 34 degrees 33 minutes 07 seconds East for a distance of 27.60 feet to a computed point;

THENCE North 69 degrees 02 minutes 06 seconds East for a distance of 36.13 feet to a computed point;

THENCE North 09 degrees 48 minutes 57 seconds East for a distance of 27.42 feet to a computed point;

THENCE South 80 degrees 41 minutes 20 seconds East for a distance of 170.09 feet to a computed point;

THENCE South 51 degrees 49 minutes 08 seconds West for a distance of 33.41 feet to a computed point;

THENCE South 81 degrees 54 minutes 31 seconds West for a distance of 29.11 feet to a computed point;

THENCE South 59 degrees 09 minutes 03 seconds West for a distance of 77.26 feet to a computed point;

THENCE South 65 degrees 04 minutes 00 seconds West for a distance of 68.50 feet to a computed point;

THENCE North 20 degrees 25 minutes 48 seconds West for a distance of 7.99 feet to a computed point;

THENCE along a curve to the right having a radius of 580.00 feet for an arc length of 32.66 feet (said arc being subtended by a chord of South 69 degrees 50 minutes 15 seconds West for a distance of 32.66 feet) to a computed point;

THENCE South 71 degrees 27 minutes 03 seconds West for a distance of 102.02 to a computed point;

THENCE South 71 degrees 16 minutes 55 seconds West for a distance of 755.41 feet to a computed point;

THENCE South 29 degrees 41 minutes 27 seconds West for a distance of 52.59 feet to a computed point on the aforesaid easterly right-of-way line of Metcalf Road Extension;

THENCE proceeding along said easterly right-of-way line of Metcalf Road Extension North 00

degrees 35 minutes 08 seconds West for a distance of 99.87 feet to a computed point, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 1.548 acres or 67,433 square feet.

EXHIBIT E

Legal Description of Access and Utility Easement Area

All that tract or parcel of land lying and being in Land Lot 207 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-RW), 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 northwest corner of Land Lot 207, said concrete monument found also being the common corner of Land Lots 208, 209 and 210;

THENCE South 67 degrees 18 minutes 30 seconds East for a distance of 1333.52 feet to a computed point on the easterly right-of-way line of Metcalf Road Extension (cul-de-sac area) (variable width R/W), said computed point being the POINT OF BEGINNING;

THENCE departing said easterly right-of-way line of Metcalf Road Extension North 71 degrees 16 minutes 55 seconds East for a distance of 767.82 feet to a computed point;

THENCE North 71 degrees 27 minutes 03 seconds East for a distance of 102.09 feet to a computed point;

THENCE along a curve to the left having a radius of 532.50 feet for an arc length of 151.61 feet (said arc being subtended by a chord of North 63 degrees 17 minutes 39 seconds East for a distance of 151.10 feet) to a computed point;

THENCE South 80 degrees 41 minutes 20 seconds East for a distance of 48.68 feet to a computed point;

THENCE along a curve to the right having a radius of 567.50 feet for an arc length of 196.52 feet (said arc being subtended by a chord of South 61 degrees 31 minutes 50 seconds West for a distance of 195.54 feet) to a computed point;

THENCE South 71 degrees 27 minutes 03 seconds West for a distance of 102.04 feet to a computed point;

THENCE South 71 degrees 16 minutes 55 seconds West for a distance of 760.17 feet to a computed point;

THENCE South 29 degrees 41 minutes 27 seconds West for a distance of 35.92 feet to a computed point on the aforesaid easterly right-of-way line of Metcalf Road Extension;

THENCE proceeding along said easterly right-of-way line of Metcalf Road Extension North 00 degrees 35 minutes 08 seconds West for a distance of 61.92 feet to a computed point, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.849 acres or 36,971 square feet.

EXHIBIT F
Depiction of Access and Utility Easement Area

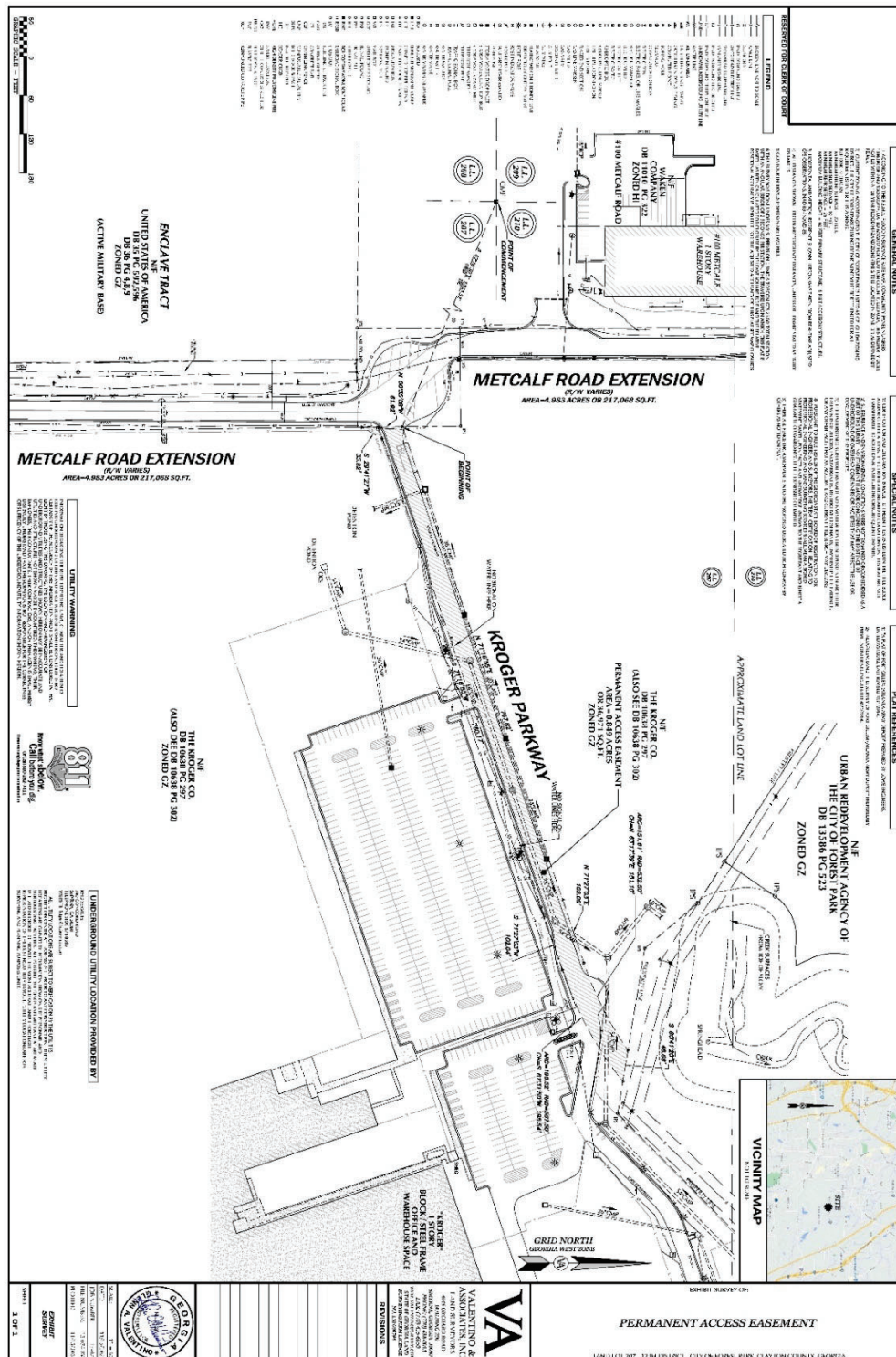


Exhibit F

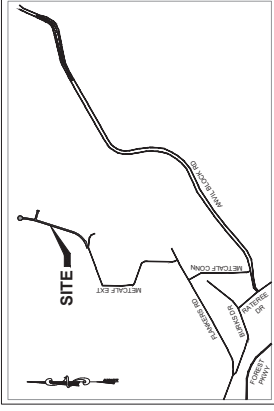
EXHIBIT G
Access Road Plans and URA Road Plans

See attached

METCALF ROAD EXTENSION

LAND LOTS 207 & 210, 8TH DISTRICT
CITY OF FOREST PARK, GEORGIA

OWNER/DEVELOPER: CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY 745 FOREST PARKWAY FOREST PARK, GA 30237 PHONE: (404) 366-4720 RCLARK@FORESTPARKGA.GOV	CITY MANAGER: RICKY L. CLARK, JR. PHONE: (404) 366-4720	SURVEYOR: VALENTINO & ASSOCIATES LAND SURVEYORS 4045 ORCHARD RD SE, SUITE 200 SMYRNA, GA 30080 PHONE: (770) 438-0015	ENGINEER: FALCON DESIGN CONSULTANTS, LLC 235 CORPORATE CENTER DR., SUITE 200 STOCKBRIDGE, GA 30281 PHONE: (770) 389-8666
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© VICINITY MAP
NTS

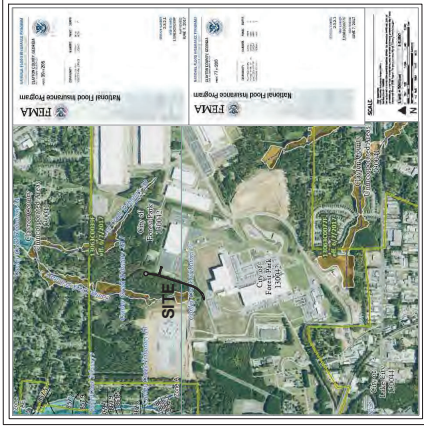
URBAN REDEVELOPMENT
AGENCY

CHAIRWOMAN	KIMBERLY JAMES
VICE CHAIRMAN	AVERY WILSON
MEMBER	DEBRA PATRICK
MEMBER	YASMIN JULIO
MEMBER	ELIOT LAWRENCE

Sheet Number	Sheet List Table
1.0	GENERAL NOTES
2.0	GENERAL NOTES
2.1	EROSION CONTROL NOTES
2.2	UPPER NOTES
2.3	ESCP CHECKLIST
3.0	EXISTING CONDITIONS & DEMO PLAN
4.0	EROSION CONTROL - INITIAL PHASE
5.0	EROSION CONTROL - INTERMEDIATE PHASE
6.0	EROSION CONTROL - FINAL PHASE
7.0-7.1	STREPPING & SIGRAGE PLAN
8.0	GRADING & DRAINAGE PLAN
9.0-9.1	WATER PLAN
10.0-10.1	ROADWAY PLAN & PROFILE
11.0	STORM WATER PROFILES & PIPE CHART
12.0-12.1	STORM WATER MANAGEMENT FACILITY
13.0-13.1	EROSION CONTROL DETAILS
14.0-14.1	CONSTRUCTION DETAILS
15.0-15.1	WATER DETAILS

DEVELOPMENT DATA

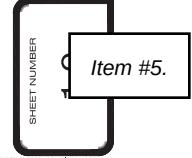
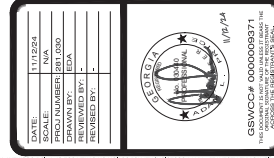
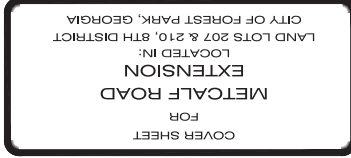
1	OWNER/DEVELOPER CITY OF FOREST PARK URBAN DISTRICT, 10000 WOODHOLM AVENUE, SUITE 200 FOREST PARK, GA 30087 RICKY L. CLARK, JR. PHONE (404) 366-4720	5. FLOOD ZONE DATA THE PARCEL SHOWN HEREIN DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 1300C/2007-7. APPROXIMATE EFFECTIVE DATE JUN. 07. APPLICANT REQUESTING WATERS CONVEYANCE THROUGH THE CREEK TRIBUTARY #2.	6. PROPERTY ADDRESS END OF METCALF ROAD EXTENSION	7. PROJECT AREA OVERALL DEVELOPMENT 7.98 ACRES TOTAL DISTURBED AREA 7.02 ACRES	NOTE: CONSTRUCTION EASEMENTS AND RIGHT OF WAY ARE REQUIRED BEFORE CONSTRUCTION BEGINS.
2	ENGINEER FALCON DESIGN CONSULTANTS, LLC 3000 WOODBRIDGE CENTER DR., SUITE 200 STONEYBROOK, GA 30080	3. SOURCE OF DATA VALENTINO & ASSOCIATES LAND SURVEYORS 4005 FORT MCMILLAN RD SE. SUITE 200 ALPHARETTA, GA 30009 PHONE (770) 493-0015	4. SITE LOCATION DATA THE PROJECT IS LOCATED IN THE CITY OF FOREST PARK, GEORGIA TODD WATKINS & BOUNDARY SURVEY PERFORMED BY VALENTINO & ASSOCIATES LAND SURVEYORS	4. SITE LOCATION DATA THE PROJECT IS LOCATED IN THE CITY OF FOREST PARK, GEORGIA TODD WATKINS & BOUNDARY SURVEY PERFORMED BY VALENTINO & ASSOCIATES LAND SURVEYORS	
					200 FT. OF THE SITE



FEMA FLOOD MAP
N.T.S.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF A CITY OF FOREST PARK,
GEORGIA COMMUNITY PANEL NUMBER: 13063C0077F & 13063C0039F EFFECTIVE
DATE: JUN. 07, 2017, PORTIONS OF THESE PROPERTIES ARE LOCATED IN A FEMA
FLOOD HAZARD ZONE.



THE PLANS, SPECIFICATIONS, DETAILS, REVISIONS AND OTHER RECORDS, PERMITS, LICENSES, APPROVALS, ORDINANCES, ORDERS, PERMITTING, AND CONSTRUCTION PURPOSES. THESE DOCUMENTS ARE NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE ENGINEER OF RECORD. ANY OTHER INFORMATION OR INFORMATION OBTAINED FROM ANY OTHER APPROPRIATE PERMIT IS NOT OBTAINED FROM LOCAL GOVERNING AUTHORITIES. ADDITIONAL PROVISIONS MAY BE REQUIRED DURING CONSTRUCTION DUE TO SITE CONDITIONS, WEATHER, OR REQUESTS BY THE INSPECTOR. THE ENGINEER OF RECORD SHALL BE NOTIFIED OF ANY SUCH REQUESTS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY STRUCTURE, NOT PROVIDED THE CONTRACTOR SHALL NOTIFY THE OWNER OR ENGINEER FOR CLARITY. PIPE LENGTHS ARE MEASURED TO THE CENTER OF THE STRUCTURES IN THE DIRECTION OF FLOW. THE LENGTHS OF THE STRUCTURES ARE MEASURED IN INCHES UNLESS OTHERWISE NOTED. THE PROPOSED GRADING SHOWN ON THESE PLANS REPRESENTS THE

CONSTRUCTION DOCUMENTS WILL BE FORWARDED TO THE CLIENT IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

[illegible][illegible][illegible]



REFER TO HYDROLOGY STUDY FOR METCALF EXTENSION ROADWAY PROJECT BY FALCON DESIGN

49

NORTH POND			
STORAGE CALCULATIONS			
1	REQUIRED STORMWATER STORAGE =	674 (cy)	
	(AS DETERMINED BY LOCAL ORDINANCE)		
2	REQUIRED STORAGE TO BE PROVIDED BY DEVELOPER =	208 (cy)	
	(67 CWMAC * AC DRAINAGE AREA)		
3	TOTAL REQUIRED STORAGE =	882 (cy)	
4	AVAILABLE STORAGE =	950 (cy)	
5	IS THE AVAILABLE STORAGE (4) GREATER THAN THE TOTAL REQUIRED STORAGE (3)?		
	YES		
6	IF "NO," THE SEDIMENT STORAGE CAPACITY OF THE POND MUST BE INCREASED. CHOOSE THE METHOD TO BE USED TO INCREASE THE POND'S STORAGE CAPACITY. (CHECK ALL THAT APPLY)		
	RAISE THE UNDERCUT OF THE POND _____ FEET		
	OTHER _____		
7	CLEAN-OUT ELEVATION =	920.75 (ft)	
	(ELEVATION CORRESPONDING TO 22 CWMAC)		
	AC DISTURBED AREA	4	

46

1003



VEGETATIVE MEASURES

FOR FURTHER EXPLANATION OF THE SYMBOLS AND CONSTRUCTION PRACTICES WE REFER YOU TO THE MANUAL FOR SEDIMENTATION AND EROSION CONTROL PER THE "SEDIMENTATION AND EROSION ACT OF 1975 FOR GEORGIA."

CONSTRUCTION ACTIVITY SCHEDULE ESTIMATED START DATE: DECEMBER 2024

CIVIL
 ENGINEERING
 SURVEYING
 LANDSCAPE
 ARCHITECT
 PLANNING
 MANAGEMENT
 CONSTRUCTION



FALCON DESIGN CONSULTANTS
 10000 WILLOW CREEK DRIVE
 SUITE 100
 FARMERS BRANCH, GA 30134
 (770) 424-1111
 www.falcon-consultants.com

EXISTING CONDITIONS & DEMO PLAN
 FOR
 METCALF ROAD
 EXTENSION
 LOCATED IN:
 LAND LOTS 207 & 210, 8TH DISTRICT
 CITY OF FOREST PARK, GEORGIA

REVISIONS	DATE

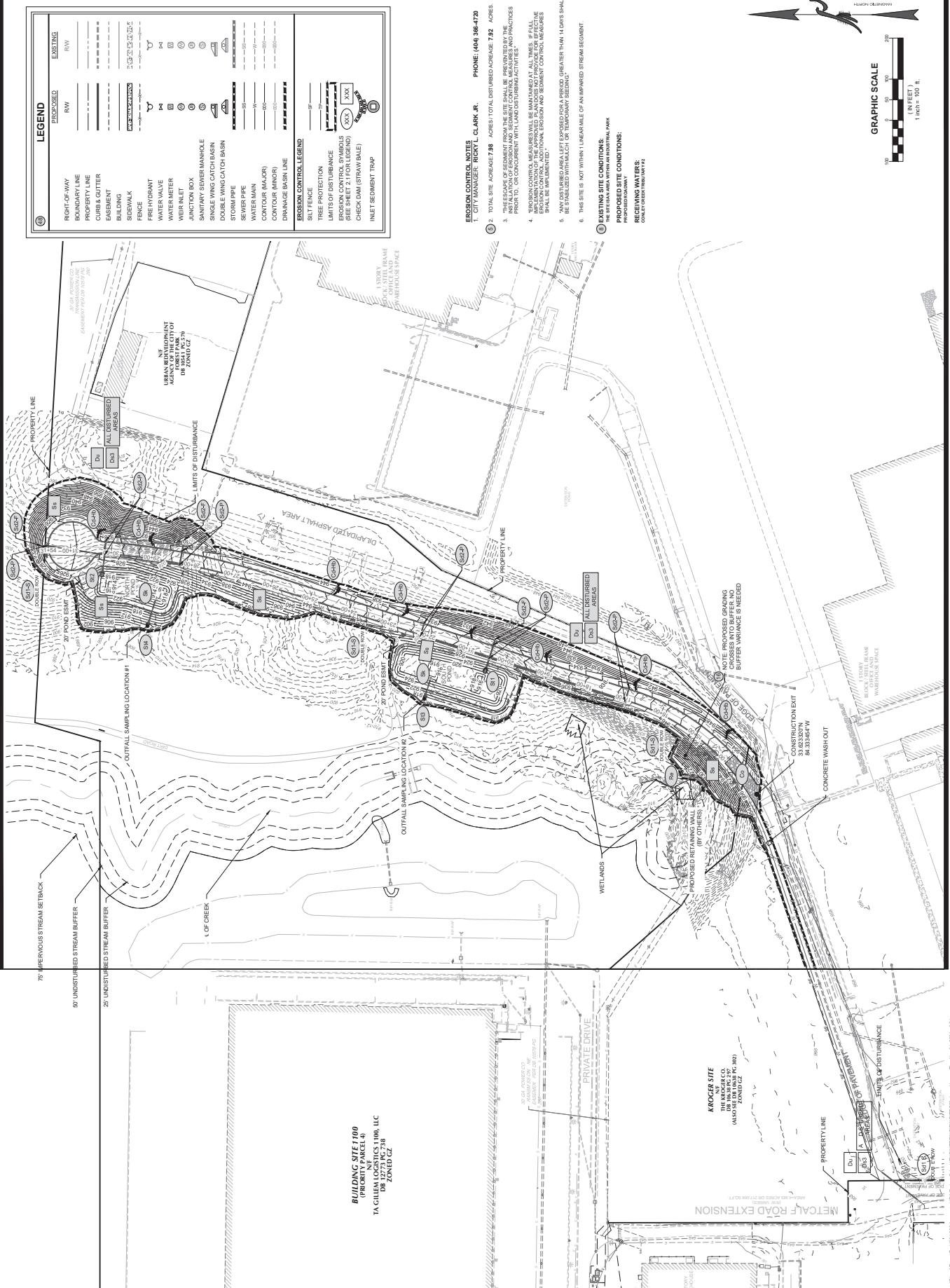
Call before you dig.
 UTILITY PROTECTION CENTER
 1-800-4-A-DAWG
 1-800-472-6297

DATE: 11/13/24
 SCALE: 1" = 100'
 PROJECT NUMBER: 2024-0001
 DRAWN BY: JLD
 CHECKED BY: JLD
 REVIEWED BY: JLD

GSWCC# 0000009371
 PROFESSIONAL SEAL
 JLD
 11/13/24

SHEET NUMBER
 Item #5.





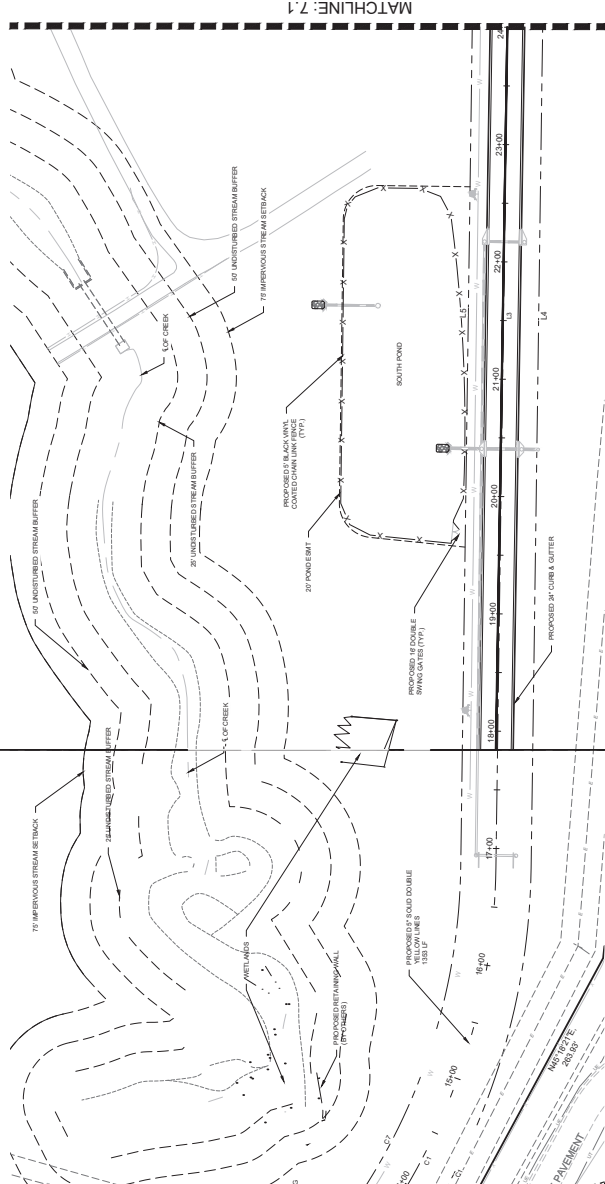


Curve #	Arc Length	Radius	Chord	Length
C1	544.38'	590.00'	S44° 33' 45"W	526.61'
C2	402.17'	1713.00'	S10° 56' 55"W	401.25'
C3	13.48'	13.00'	S33° 57' 23"W	12.90'
C4	394.64'	75.00'	S87° 03' 04"E	73.31'
C5	14.00'	13.00'	N20° 45' 04"W	13.41'
C6	388.16'	1653.00'	N10° 56' 55"E	385.28'
C7	488.00'	520.00'	N44° 33' 45"E	470.34'

Curve #	Radius	Chord Direction	Length
C1	550.00	N44° 33' 44.57"E	497.46
C2	1683.09	N8° 48' 25.55"E	518.86

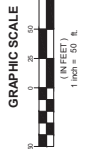
DEVELOPMENT NOTES:

1. ALL ROADWAY DIMENSIONS SHOWN ARE TO THE BACK OF CURB TO BACK OF CURB AND ALL RADII ARE BACK OF CURB UNLESS OTHERWISE NOTED.
2. DRAINAGE AND UTILITY EASEMENTS SHALL BE DEDICATED TO CLAYTON COUNTY.



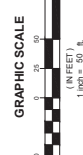
DEVELOPMENT NOTES:

1. ALL ROADWAY DIMENSIONS SHOWN ARE TO THE BACK OF CURB TO BACK OF CURB AND ALL RADII ARE BACK OF CURB UNLESS OTHERWISE NOTED.
2. DRAINAGE AND UTILITY EASEMENTS SHALL BE DEDICATED TO CLAYTON COUNTY.



Curve #	Arc Length	Radius	Chord	Length
C1	544.33'	1503.00'	S44° 33' 45"W	524.61'
C2	402.17'	970.00'	S10° 56' 55"W	401.25'
C3	13.46'	13.00'	S33° 57' 23"W	12.90'
C4	394.64'	75.00'	S87° 08' 04"E	73.31'
C5	14.00'	13.00'	N26° 45' 04"W	13.41'
C6	386.10'	1063.00'	N10° 54' 55"E	365.28'
TOTAL	1476.70'		N43.6° 50' 00" E	1476.70'





WATER PLAN
FOR
METCALF ROAD
EXTENSION
LOCATED IN:
LAND LOTS 207 & 210, 8TH DISTRICT
CITY OF FOREST PARK, GEORGIA


UL
ULTIMES PROTECTION CENTER
 Call before you dig.
 Know what's below.
 1-800-368-5848
 CEN 04/04 801

DATE:	11/1/2004
SCALE:	1" = 50'
PROJECT NUMBER:	2811 000
DRAWN BY:	EDA
REVIEWED BY:	-
REVISED BY:	-



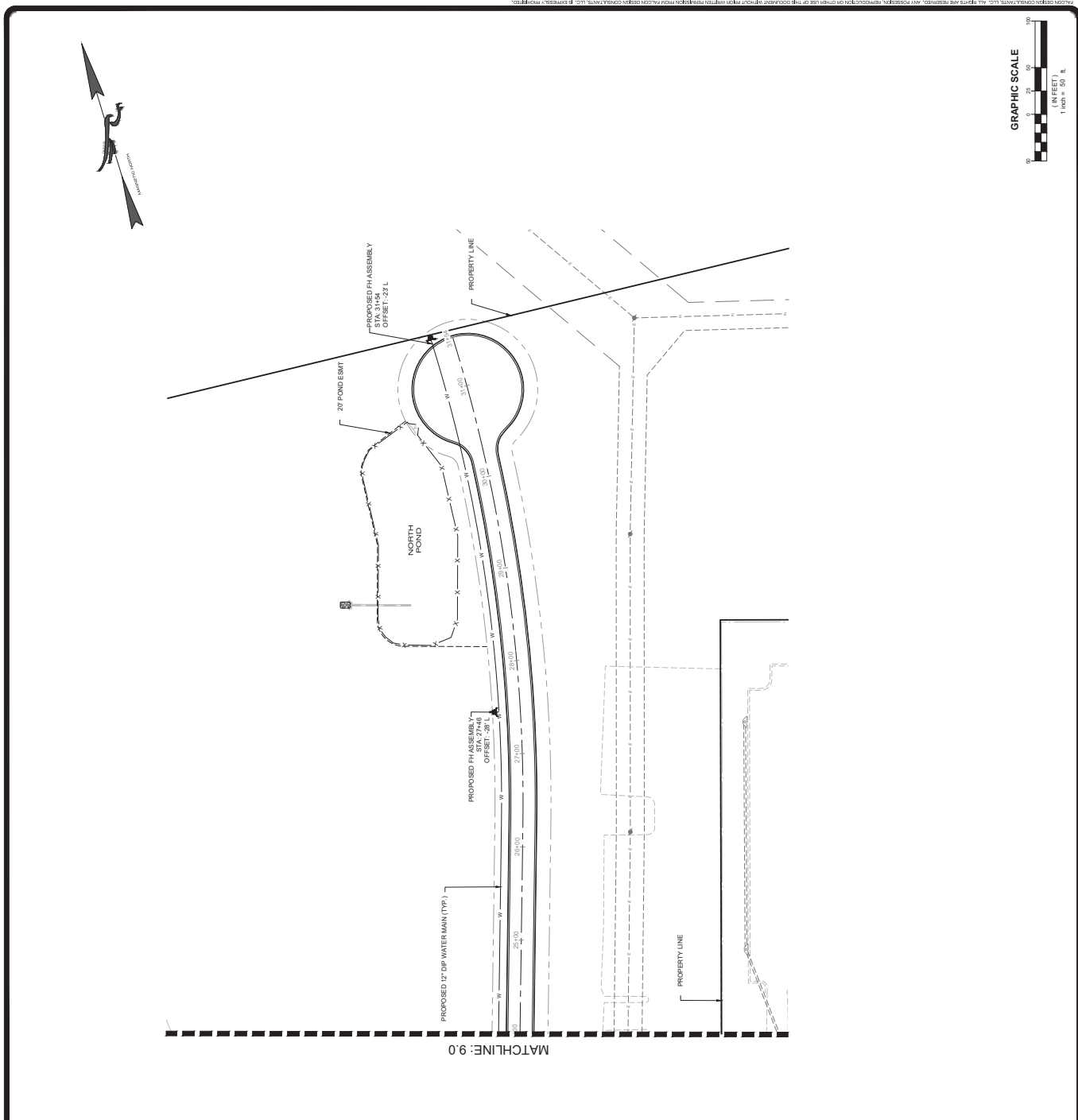
GEORGIA
10000
EDA, INC.
ELECTRICAL ENGINEER

11/12/04

GSWCC# 000000069371

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE
SIGNATURE OF THE ENGINEER OR ARCHITECT
ACROSS THE BOTTOM RIGHT CORNER.

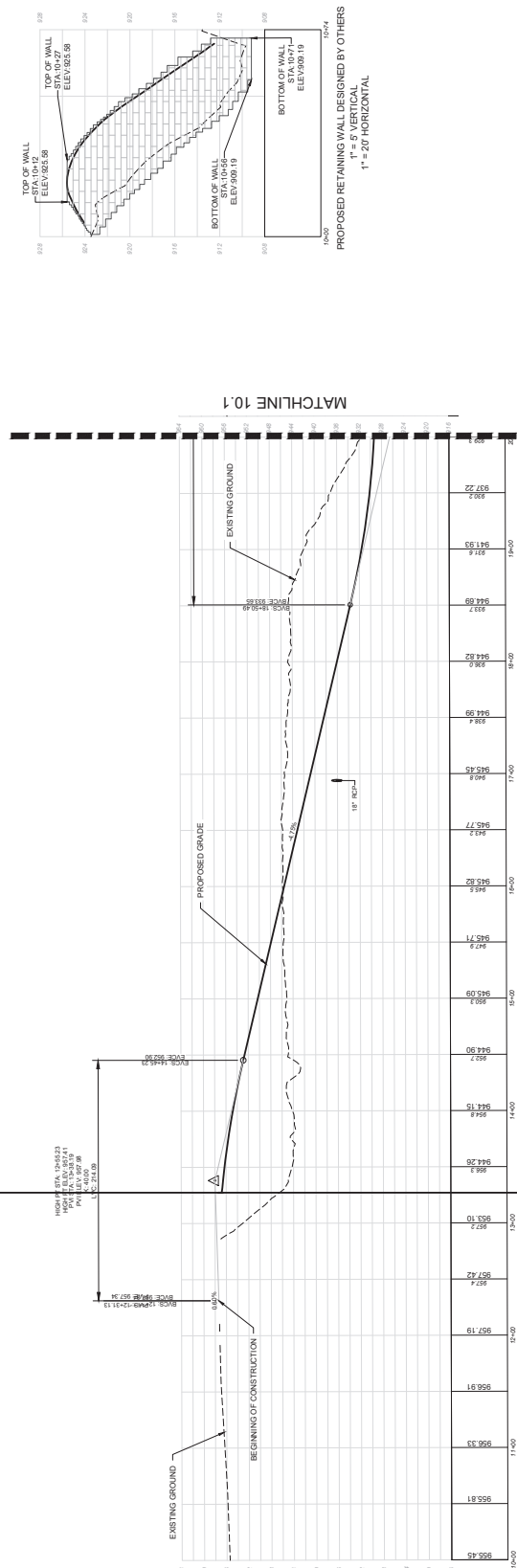
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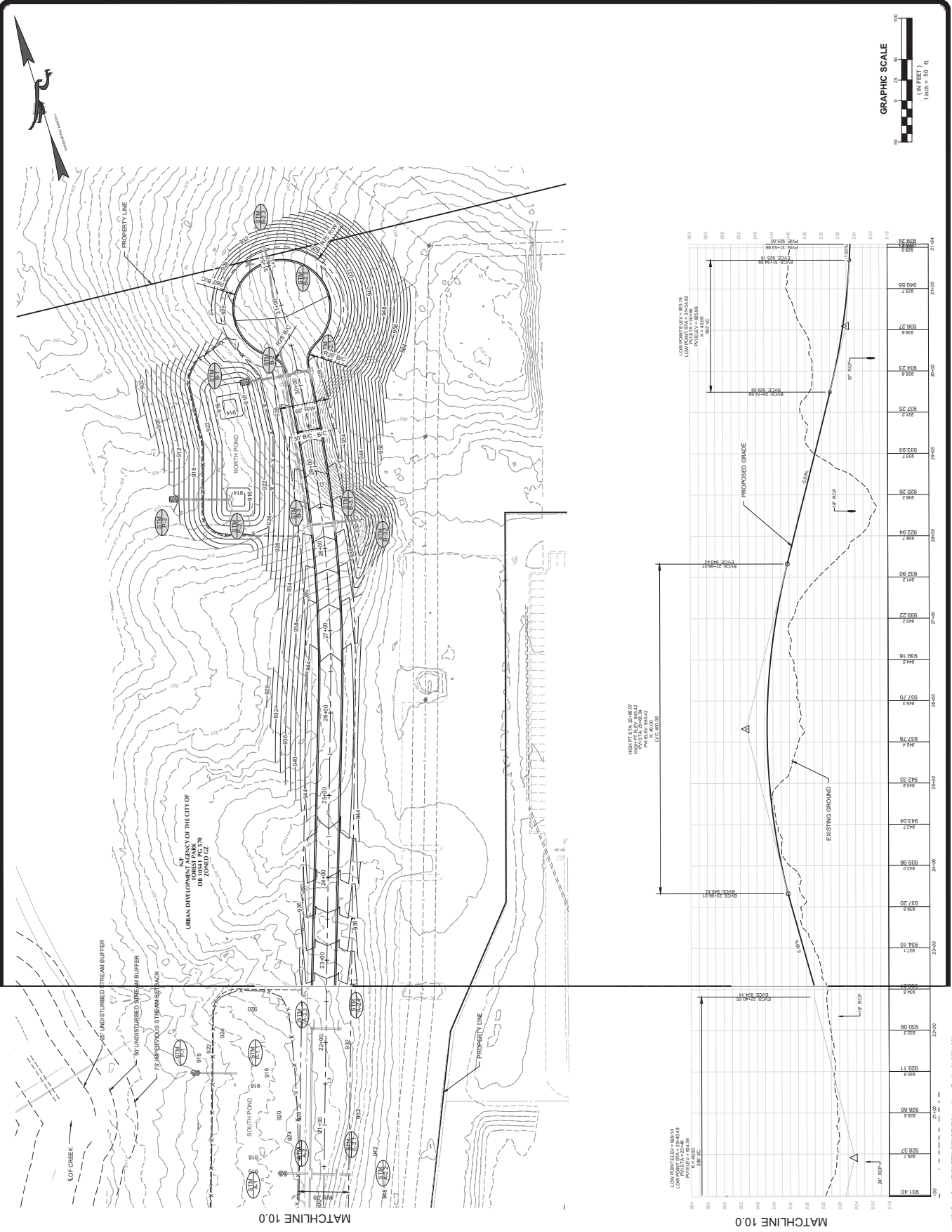


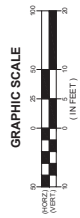
LEGEND	
RIGHT-OF-WAY	 EXISTING
BOUNDARY LINE	 R/W
PROPERTY LINE	
CURB & GUTTER	
EASEMENT	
BUILDING	
SEWER/VAULT	                                                                             

WATER SYSTEM QUANTITY TABULATION	
DESCRIPTION	QUANTITY
FIRE HYDRANT ASSEMBLY	5
12" D.J.P. WATER MAIN	2,964.00 LF
12" WATER VALVE	2 EA
12" TEE	1 EA
18" STEEL CASING	110 LF

NOTE: CONTRACTOR TO VERIFY ALL QUANTITIES, THE QUANTITIES ARE ESTIMATES ONLY.







25-YR CHART

Page

Sheet Number

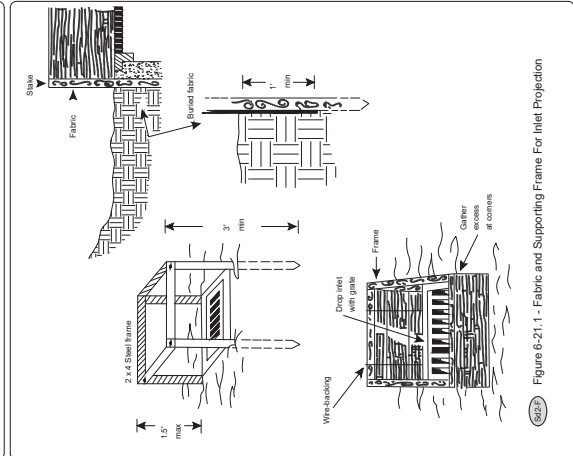
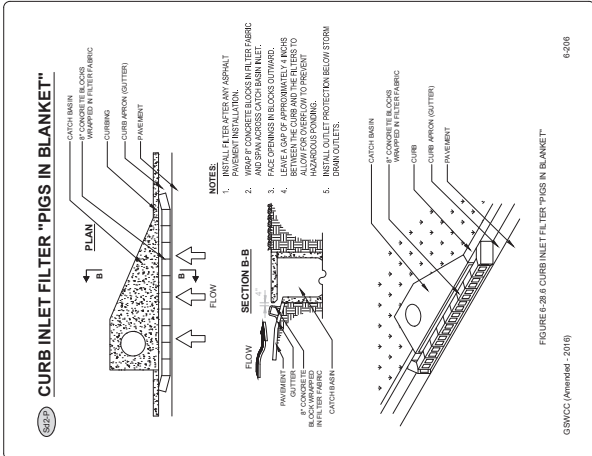
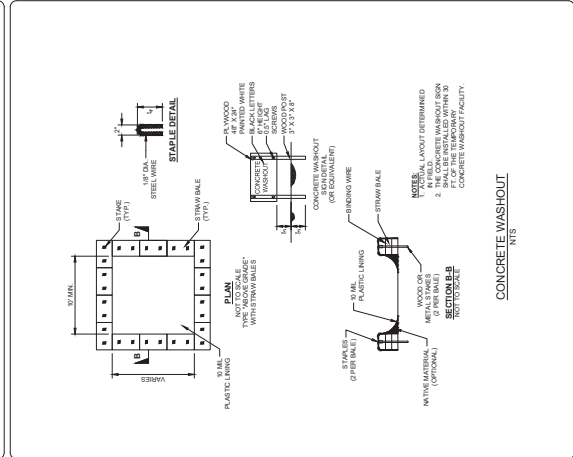
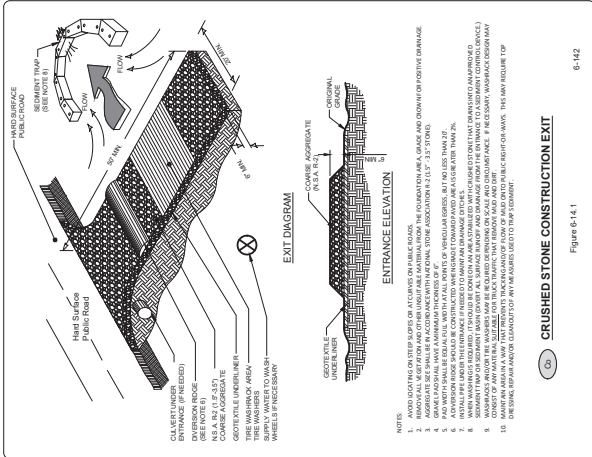
Inlet No.	Inlet ID	Line Length (ft)	Line Size (in)	Line Base (ft)	Drop Area (sq ft)	Runoff Area (sq ft)	Flow Rate (cfs)	Capacity (cfs)	Vel Area (sq ft)	Invert Elev (ft)	Invert Elev (ft)	HGL Elev (ft)	HGL Elev (ft)	Quarter Spaced	
1	A-2	27.123	0.012	24	1.09	3.26	0.97	0.23	12.63	24.45	5.41	102.36	102.09	102.05	7.93
2	A-2.1	34.000	0.012	24	1.09	0.31	0.19	0.23	19.27	24.50	7.50	102.36	102.09	102.08	7.91
3	A-2.2	14.000	0.012	24	1.09	3.90	0.88	1.87	17.28	24.50	6.88	102.34	102.08	102.08	1.34
4	A-2.3	11.625	0.012	18	3.98	0.20	0.11	0.14	2.90	21.47	23.93	102.08	102.08	102.08	4.63
5	A-2.4	11.625	0.012	18	3.98	0.20	0.11	0.14	2.90	21.47	23.93	102.08	102.08	102.08	4.63
6	A-2.5	11.625	0.012	18	3.98	0.20	0.11	0.14	2.90	21.47	23.93	102.08	102.08	102.08	4.63
7	A-3	34.000	0.012	18	1.44	0.20	0.19	0.39	23.16	20.53	102.08	102.08	102.08	4.71	
8	B-2	42.444	0.012	24	2.49	0.11	0.19	1.77	11.18	17.24	24.03	102.03	102.03	102.03	4.92
9	B-2.1	34.000	0.012	18	1.09	0.11	0.11	0.11	5.62	11.57	23.93	102.03	102.03	102.03	2.81
10	B-2.2	14.015	0.012	18	3.59	0.27	0.80	0.50	5.43	8.53	24.03	102.03	102.03	102.03	7.72
11	B-2.3	14.000	0.012	18	3.98	0.36	0.31	0.30	2.75	8.54	24.03	102.03	102.03	102.03	0.29
12	B-3	163.739	0.012	18	2.03	0.15	0.11	0.23	15.46	16.46	102.03	102.03	102.03	3.23	
13	B-3.1	34.000	0.012	18	3.98	0.29	0.11	0.28	5.84	6.14	24.03	102.03	102.03	102.03	5.88
14	B-3.2	27.991	0.012	18	3.98	0.27	0.30	0.27	8.16	23.93	102.04	102.04	102.04	5.45	
15	B-4	100.000	0.012	18	2.98	0.00	0.00	1.10	17.37	14.48	102.01	102.01	102.01	—	

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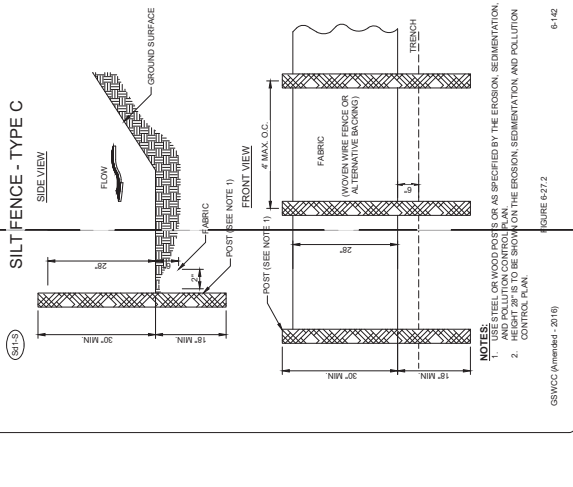
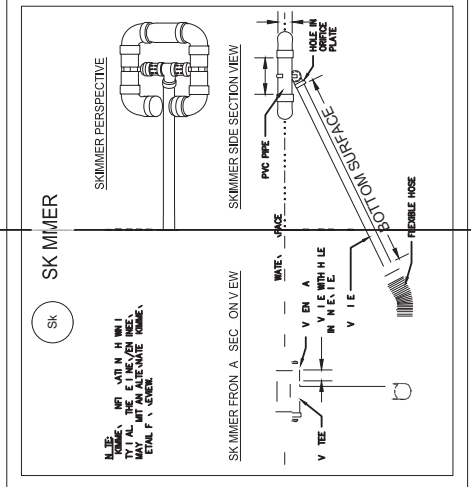
NOTES - Critical Areas

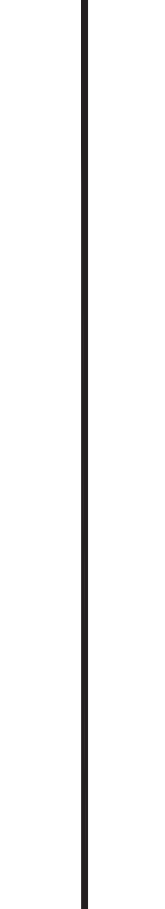
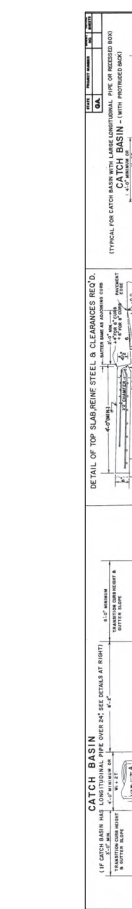
Number of Lines: 16

Date: 10/28/2024



Calculate Skimmer Size for North Pond			
Basin Volume in Cubic Feet	14,588 Cu.Ft	Skimmer Size	3.0 Inch
Days to Drain*	2 Days	Office Radius	1.3 (inches)
*In NC skimmers 3 Days to drain			
Calculate Skimmer Size for South Pond			
Basin Volume in Cubic Feet	26,595 Cu.Ft	Skimmer Size	4.0 Inch
Days to Drain*	2 Days	Office Radius	1.6 (inches)
*In NC skimmers 3 Days to drain			





-
- 2'-0"
- 6"
- 6"
- 6"
- FIN GRADE OR SLAB
- 6"
- 2 1/2"
- 6"
- FIN PAVING
- 12"
- 24" CONC. CURB & GUTTER
- NOT TO SCALE



SHEET NO. 10300
 PROJECT NO. 10300
 DATE 10/10/00

LONGITUDINAL SECTION OF MANHOLE TRENCH

MANHOLE BACKFILL

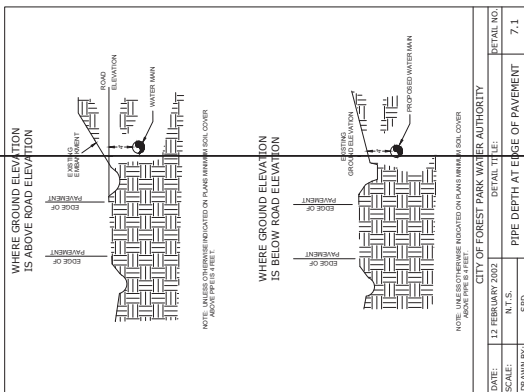
MANHOLE BACKFILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY (ASTM D 1557) IN 6" LAYERS. THE BACKFILL SHALL BE A MIXTURE OF 3 PARTS SAND, 1 PART GRAVEL, AND 1 PART SOIL. THE BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 15' FROM THE MANHOLE WALL.

CROSS SECTION OF MANHOLE TRENCH BACKFILL

THE BACKFILL SHALL BE COMPACTED TO 95% RELATIVE DENSITY (ASTM D 1557) IN 6" LAYERS. THE BACKFILL SHALL BE A MIXTURE OF 3 PARTS SAND, 1 PART GRAVEL, AND 1 PART SOIL. THE BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 15' FROM THE MANHOLE WALL.

DETAIL SHOWING MINIMUM COVER FOR PIPE CULVERTS

THE MINIMUM COVER SHALL BE 18" FOR 18" DIA. PIPE CULVERTS, 24" FOR 24" DIA. PIPE CULVERTS, 30" FOR 30" DIA. PIPE CULVERTS, 36" FOR 36" DIA. PIPE CULVERTS, 42" FOR 42" DIA. PIPE CULVERTS, 48" FOR 48" DIA. PIPE CULVERTS, 54" FOR 54" DIA. PIPE CULVERTS, 60" FOR 60" DIA. PIPE CULVERTS, 66" FOR 66" DIA. PIPE CULVERTS, 72" FOR 72" DIA. PIPE CULVERTS, 78" FOR 78" DIA. PIPE CULVERTS, 84" FOR 84" DIA. PIPE CULVERTS, 90" FOR 90" DIA. PIPE CULVERTS, 96" FOR 96" DIA. PIPE CULVERTS, 102" FOR 102" DIA. PIPE CULVERTS, 108" FOR 108" DIA. PIPE CULVERTS, 114" FOR 114" DIA. PIPE CULVERTS, 120" FOR 120" DIA. PIPE CULVERTS, 126" FOR 126" DIA. PIPE CULVERTS, 132" FOR 132" DIA. PIPE CULVERTS, 138" FOR 138" DIA. PIPE CULVERTS, 144" FOR 144" DIA. PIPE CULVERTS, 150" FOR 150" DIA. PIPE CULVERTS, 156" FOR 156" DIA. PIPE CULVERTS, 162" FOR 162" DIA. PIPE CULVERTS, 168" FOR 168" DIA. PIPE CULVERTS, 174" FOR 174" DIA. PIPE CULVERTS, 180" FOR 180" DIA. PIPE CULVERTS, 186" FOR 186" DIA. 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CLAYTON COUNTY
ENGINEERING
CONSTRUCTION
MANAGEMENT
ARCHITECT
PLANNING



FALCON DESIGN
CONSULTANTS

10000 WOODBRIDGE DRIVE
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WATER DETAILS
FOR
METCALF ROAD
EXTENSION
LOCATED IN:
LAND LOTS 207 & 210, 8TH DISTRICT
CITY OF FOREST PARK, GEORGIA

UTILITY PROTECTION CENTER
Call before you dig
800.487.4874
www.callbeforeyoudig.com

DATE: 1/13/2024
SCALE: N/A
PROJECT NUMBER: 2024.000
DRAWN BY: JLD
CHECKED BY: JLD
REVIEWED BY: JLD

REVISIONS

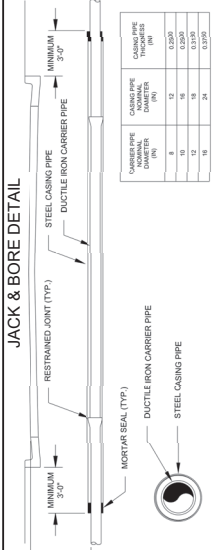


GSWCC# 0000009371
ISSUED FOR THE PROJECT: METCALF ROAD EXTENSION
ISSUED FOR THE DISTRICT: 8TH DISTRICT
ISSUED FOR THE COUNTY: CLAYTON COUNTY

SHEET NUMBER

Item #5.

JACK & BORE DETAIL

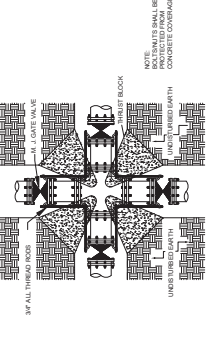


CARRIER PIPE DIAMETER (IN)	CASING PIPE DIAMETER (IN)	JOINT LENGTH (IN)
18	24	0.250
18	24	0.375
18	24	0.500
18	24	0.625
18	24	0.750
18	24	0.875
18	24	1.000
18	24	1.125
18	24	1.250
18	24	1.375
18	24	1.500
18	24	1.625
18	24	1.750
18	24	1.875
18	24	2.000
18	24	2.125
18	24	2.250
18	24	2.375
18	24	2.500
18	24	2.625
18	24	2.750
18	24	2.875
18	24	3.000
18	24	3.125
18	24	3.250
18	24	3.375
18	24	3.500
18	24	3.625
18	24	3.750
18	24	3.875
18	24	4.000
18	24	4.125
18	24	4.250
18	24	4.375
18	24	4.500
18	24	4.625
18	24	4.750
18	24	4.875
18	24	5.000
18	24	5.125
18	24	5.250
18	24	5.375
18	24	5.500
18	24	5.625
18	24	5.750
18	24	5.875
18	24	6.000
18	24	6.125
18	24	6.250
18	24	6.375
18	24	6.500
18	24	6.625
18	24	6.750
18	24	6.875
18	24	7.000
18	24	7.125
18	24	7.250
18	24	7.375
18	24	7.500
18	24	7.625
18	24	7.750
18	24	7.875
18	24	8.000
18	24	8.125
18	24	8.250
18	24	8.375
18	24	8.500
18	24	8.625
18	24	8.750
18	24	8.875
18	24	9.000
18	24	9.125
18	24	9.250
18	24	9.375
18	24	9.500
18	24	9.625
18	24	9.750
18	24	9.875
18	24	10.000

NOTES:

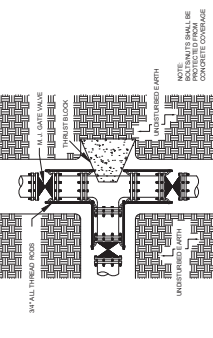
- JOINTS INSIDE CASING PIPE SHALL BE RESTRAINED.
- ENDS OF CASING PIPE SHALL BE SEALED WITH CEMENT MORTAR.
- ALL COUNTY ROAD CROSSINGS SHALL BE INSTALLED IN ACCORDANCE WITH GEORGIA DOT STANDARDS AND PERMIT REQUIREMENTS.
- ALL STATE HIGHWAY CROSSINGS SHALL BE INSTALLED IN ACCORDANCE WITH GEORGIA DOT STANDARDS AND PERMIT REQUIREMENTS.
- ALL RAILROAD CROSSINGS SHALL BE INSTALLED IN ACCORDANCE WITH AMERICAN RAILWAY ENGINEERING ASSOCIATION REGULATIONS AND IN ACCORDANCE WITH PERMIT REQUIREMENTS.

CROSS INSTALLATION



NOTE: CASING PIPE SHALL BE PROTECTED FROM CONCRETE COVERAGE.

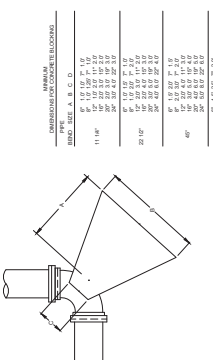
TEE INSTALLATION



NOTE: CASING PIPE SHALL BE PROTECTED FROM CONCRETE COVERAGE.

DATE:	12 FEBRUARY 2022	DETAIL TITLE:	10.1
SCALE:	N.T.S.	THRUST RESTRAINT AT FITTING	
DRAWN BY:	SHD		

CITY OF FOREST PARK WATER AUTHORITY



NOTE: CASING PIPE SHALL BE PROTECTED FROM CONCRETE COVERAGE.

DATE:	12 FEBRUARY 2022	DETAIL TITLE:	9.1
SCALE:	N.T.S.	THRUST BLOCK DIMENSIONS	
DRAWN BY:	SHD		

107

Access Road Plans Continued

Speed Hump Plans

NEW SPEED HUMPS

OPTION 1

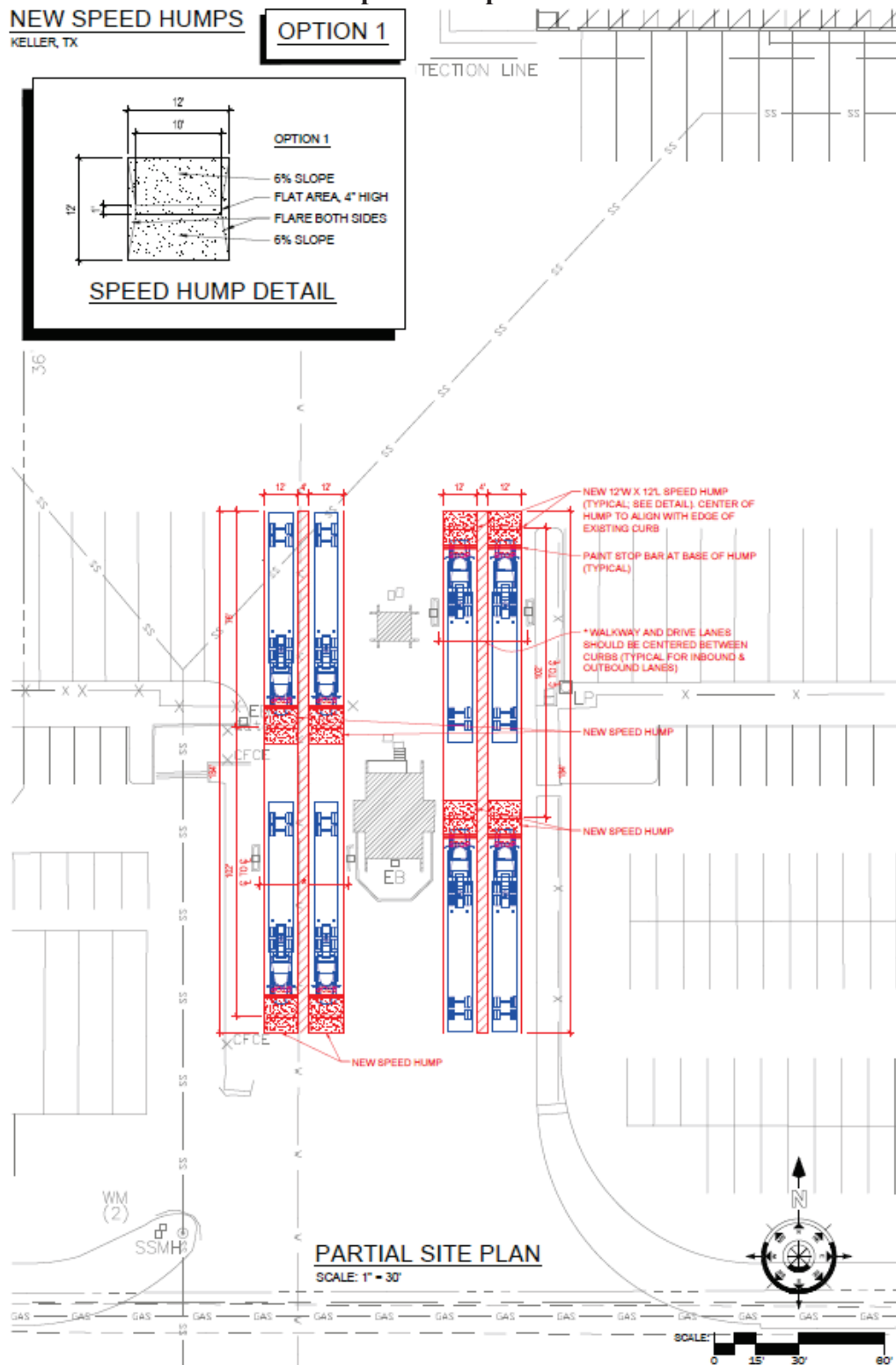


Exhibit G

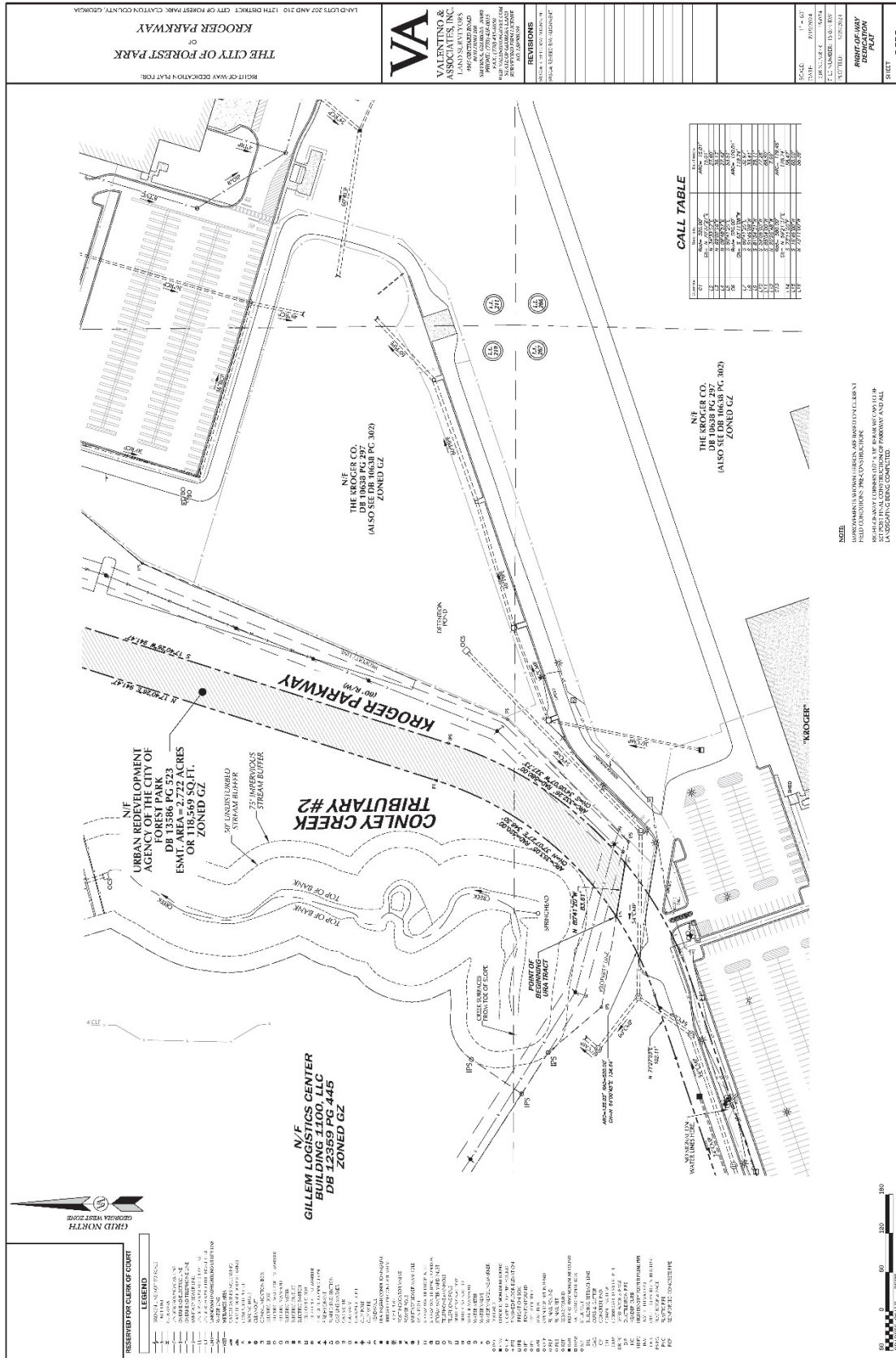


Exhibit H

EXHIBIT I

Legal Description of URA Road Easement Area

All that tract or parcel of land lying and being in Land Lots 207 and 210 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-RW), 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 northwest corner of Land Lot 207, said concrete monument found also being the common corner of Land Lots 208, 209 and 210;

THENCE South 67 degrees 49 minutes 46 seconds East for a distance of 1328.38 feet to a 1/2" iron pin set on the easterly right-of-way line of Metcalf Road Extension (cul-de-sac area) (variable width R/W);

THENCE departing said easterly right-of-way line of Metcalf Road Extension and proceeding along the proposed right-of-way line of Kroger Parkway the following courses and distances: North 71 degrees 16 minutes 55 seconds East for a distance of 763.75 feet to a 1/2 iron pin set;

THENCE North 71 degrees 27 minutes 03 seconds East for a distance of 102.11 feet to a 1/2 iron pin set;

THENCE along a curve to the left having a radius of 520.00 feet for an arc length of 135.02 feet (said arc being subtended by a chord of North 64 degrees 00 minutes 45 seconds East for a distance of 134.64 feet) to a 1/2" iron pin set, said 1/2" iron pin set being the POINT OF BEGINNING;

THENCE continuing along said proposed right-of-way line of Kroger Parkway the following courses and distances: along a curve to the left having a radius of 520.00 feet for an arc length of 353.05 feet (said arc being subtended by a chord of North 37 degrees 07 minutes 27 seconds East for a distance of 346.30 feet) to a 1/2" iron pin set;

THENCE North 17 degrees 40 minutes 26 seconds East for a distance of 941.47 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 1653.09 feet for an arc length of 394.43 feet (said arc being subtended by a chord of North 10 degrees 50 minutes 19 seconds East for a distance of 393.50 feet) to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 75.00 feet for an arc length of 409.50 feet (said arc being subtended by a chord of South 87 degrees 11 minutes 17 seconds East for a distance of 60.01 feet) to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 1713.09 feet for an arc length of 409.99 feet (said arc being subtended by a chord of South 10 degrees 49 minutes 04 seconds West for a distance of 409.02 feet) to a 1/2" iron pin set;

THENCE South 17 degrees 40 minutes 26 seconds West for a distance of 941.47 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 580.00 feet for an arc length of 332.26 feet (said arc being subtended by a chord of South 34 degrees 05 minutes 07 seconds West for a distance of 327.73 feet) to a 1/2" iron pin set;

THENCE North 80 degrees 41 minutes 20 seconds West for a distance of 83.61 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 2.722 acres or 118,569 square feet.

EXHIBIT J
Legal Description of Kroger Connector Easement Area

All that tract or parcel of land lying and being in Land Lot 210 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_NW), 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 along a tie line South 56 degrees 19 minutes 51 seconds East for a distance of 3263.94 feet to a computed point on the southeasterly right-of-way line of Kroger Parkway (60' Private Access Easement), said computed point being the POINT OF BEGINNING.

THENCE departing said southeasterly right-of-way line of Kroger Parkway South 73 degrees 44 minutes 12 seconds East for a distance of 184.43 feet to a computed point;

THENCE South 16 degrees 43 minutes 54 seconds West for a distance of 90.00 feet to a computed point;

THENCE North 73 degrees 44 minutes 12 seconds West for a distance of 182.04 feet to a computed point on the aforesaid southeasterly right-of-way line of Kroger Parkway;

THENCE proceeding along said southeasterly right-of-way line of Kroger Parkway along a curve to the left having a radius of 1713.09 feet for an arc length of 90.03 feet (said arc being subtended by a chord of North 15 degrees 12 minutes 38 seconds East for a distance of 90.02 feet) to a computed point, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.378 acres or 16,455 square feet.

Exhibit K

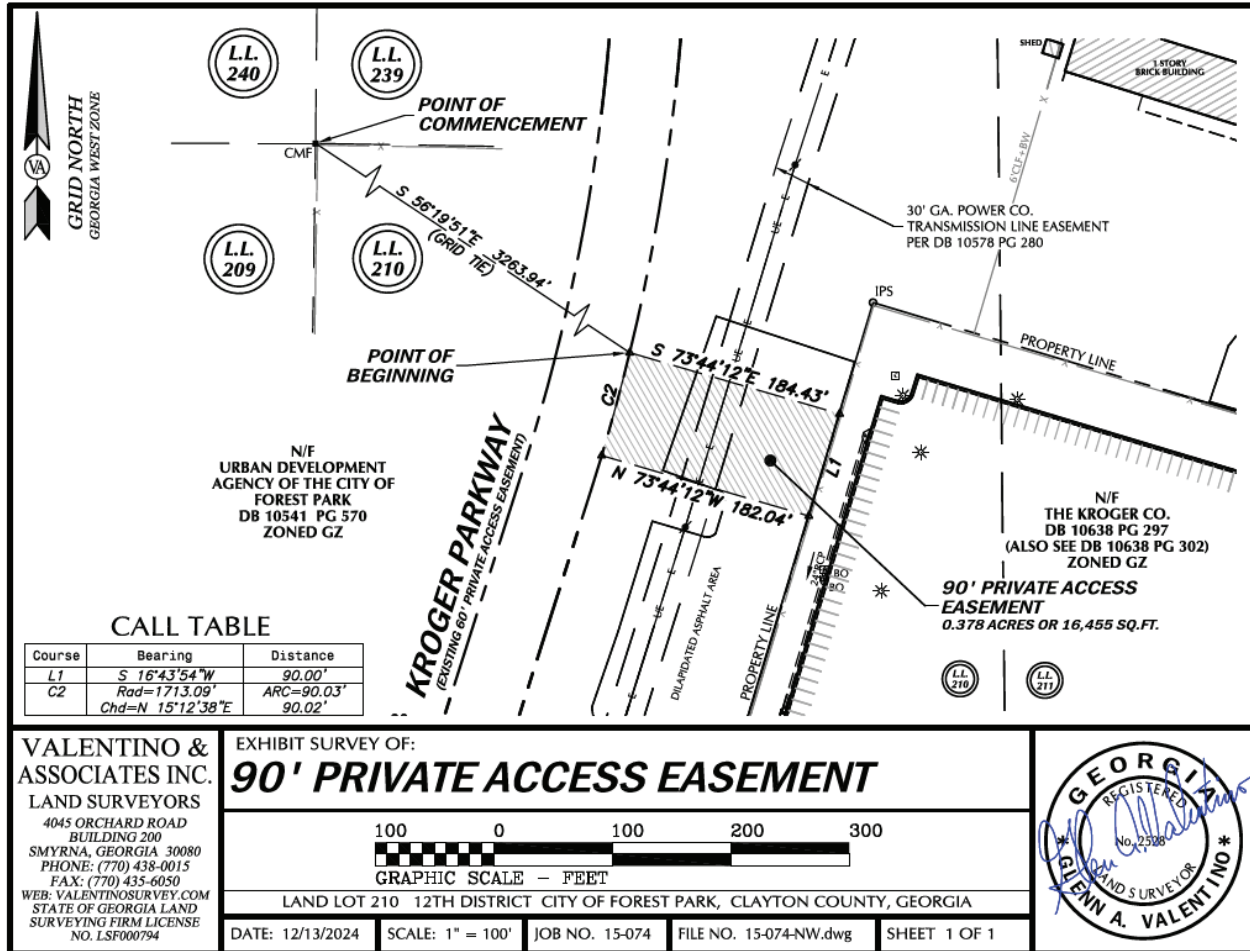


Exhibit K

EXHIBIT L-1
Legal Description of Kroger Drainage Easement

All that tract or parcel of land lying and being in Land Lot 207 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_NW), 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 207, 208, 209 and 210;

THENCE along a tie line South 87 degrees 25 minutes 22 seconds East for a distance of 1989.59 feet to a computed point, said computed point being the POINT OF BEGINNING.

THENCE North 36 degrees 57 minutes 20 seconds East for a distance of 21.65 feet to a computed point;

THENCE North 20 degrees 06 minutes 08 seconds East for a distance of 11.63 feet to a computed point;

THENCE North 18 degrees 37 minutes 17 seconds East for a distance of 24.68 feet to a computed point;

THENCE South 81 degrees 33 minutes 03 seconds East for a distance of 5.58 feet to a computed point;

THENCE South 86 degrees 19 minutes 29 seconds East for a distance of 25.02 feet to a computed point;

THENCE South 18 degrees 01 minutes 33 seconds West for a distance of 32.36 feet to a computed point;

THENCE South 20 degrees 06 minutes 08 seconds West for a distance of 16.62 feet to a computed point;

THENCE South 36 degrees 57 minutes 20 seconds West for a distance of 32.78 feet to a computed point;

THENCE North 40 degrees 28 minutes 43 seconds West for a distance of 30.74 feet to a computed point, said computed point being the POINT OF BEGINNING.

Said tract or parcel of land contains 0.048 acres or 2,086 square feet.

EXHIBIT L-2 Kroger's Drainage Infrastructure

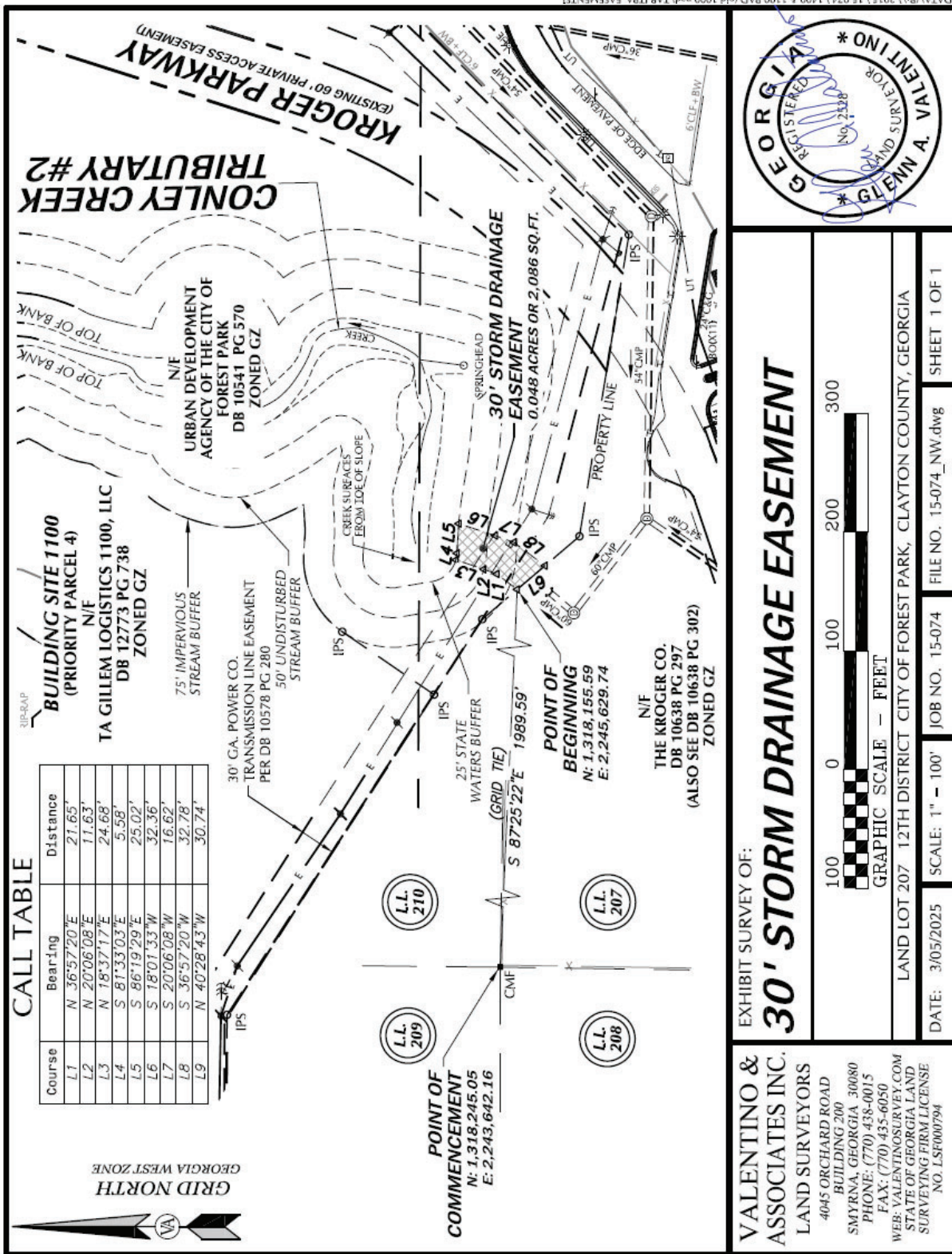


Exhibit L-2

EXHIBIT M

Environmental Matters

Note: For clarity, the term “Grantor (Army)” is substituted for the term “Grantor” and means the Army. All references to, and obligations of, the Grantee in this Exhibit M shall mean, and apply to, the Owner of the URA Property and the Owner of the Kroger Property when exercising any rights pursuant to the easements granted in the forgoing Agreement. All references to the Property shall refer to the easement interests conveyed to the URA and to the Kroger Property Parties, respectively, in this Agreement.

PESTICIDE NOTIFICATION AND COVENANT

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticides in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material “ACM” has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

The following building(s) on the Property has (have) been determined to contain friable asbestos: 101, 102, 103, 107, 108, 110, 117, 131, 133, 205, 207, 208, 209, 211, 213, 224, 307, 308, 309, 312, 400A, 401, 401 A, 505, 508, 509, 510, 511, 512, 513, 517, 610. Additional information on the listed buildings is found in the Finding of Suitability to Transfer (FOST), Fort Gillem, Clayton County, Georgia, July 2012, which has been provided to the Grantee, receipt of which the Grantee hereby acknowledges. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings and that may be required under applicable law or regulation at no expense to the Grantor (Army). The Grantor (Army) has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee’s express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for

any future remediation or abatement of asbestos found to be necessary on the Property, to include ACM in or on buried pipelines, that may be required under applicable law or regulation.

The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101 (e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

The Property was previously used as a training and material supply depot. No munitions responses were conducted on the Property.

The Grantor (Army) represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's (Army's) determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

Easement and Access Rights.

The Grantor (Army) reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of the work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor (Army) on the Property.