



CITY OF FOREST PARK
URBAN REDEVELOPMENT AGENCY REGULAR MEETING

Thursday, May 08, 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 April 10, 2025 Meeting Minutes

FINANCIAL REPORT:

April 2025 URA Financial Report

NEW BUSINESS:

2. Presentation by URA Financial Advisor, Ed Wall with Piper Sandler & Co.
3. Discussion and Approval of the Building 650 Waterline Easement
4. Discussion of URA Reimbursement to the City of Forest Park for Outstanding Property Owners Association Dues

ECONOMIC DEVELOPMENT UPDATE:

OLD BUSINESS:

5. Part II: URA Ipad Distribution & Training

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.*



CITY OF FOREST PARK
URBAN REDEVELOPMENT AGENCY REGULAR MEETING

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Virtual Meeting Via Zoom and YouTube Livestream

Website: www.forestparkga.gov
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ECONOMIC DEVELOPMENT
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Forest Park, GA 30297

MINUTES

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

CALL TO ORDER/WELCOME: Chairwoman Kimberly James called the Urban Redevelopment Agency Regular meeting to order on April 10, 2025, at 5:31 p.m.

PRESENT:

Kimberly James
Avery Wilson
Eliot Lawrence

ALSO PRESENT:

Danielle Matricardi, City Attorney
John Wiggins, Director of Finance
Alton Matthews, Director of Public Works
Rochelle B. Dennis, Interim Director of Economic Development
Charise Clay, Economic Development Staff Assistant

ADOPTION OF THE AGENDA WITH ANY ADDITIONS/DELETIONS: Eliot Lawrence made a motion to adopt the agenda as submitted. Avery Wilson seconded the motion. Motion approved unanimously.

APPROVAL OF MINUTES:

1. Approval of February 13, 2025, Meeting Minutes

Avery Wilson made a motion to approve the February 13, 2025, meeting minutes as submitted. Eliot Lawrence seconded the motion. Motion approved unanimously.

2. Approval of March 13, 2025, Meeting Minutes

Avery Wilson made a motion to approve the March 13, 2025, meeting minutes as submitted. Eliot Lawrence seconded the motion. Motion approved unanimously.

OLD BUSINESS:**3. Board Discussion and Approval of Oasis Consulting Services Agreement**

Avery Wilson made a motion to approve the Oasis Consulting Services Agreement for On-Call Environmental Engineering Services including Geotechnical Services for Stephens Lake. Eliot Lawrence seconded the motion. Motion approved unanimously.

4. Presentation update by TSW regarding proposed URA redevelopment sites

Jia Li, Senior Associate, Planner/Designer with TSW provided an update on proposed URA redevelopment sites. The URA gave authority to TSW to move forward with concept plans for redevelopment of Site A.

NEW BUSINESS:**5. Presentation by Public Works Director, Alton Matthews, on road repair recommendations at Gillem**

Public Works Director Alton Matthews provided a comprehensive overview of the condition of URA roads at Fort Gillem. Director Matthews explained that the roads were primarily in good condition except for Flankers Road. It was Director Matthews' recommendation that Flankers Road to Metcalf be resurfaced. Avery Wilson made a motion to authorize the City Manager to begin the procurement process to address pavement improvements on Flankers Road to Metcalf. The motion was seconded by Eliot Lawrence. Motion approved unanimously.

6. URA iPad Distribution and Training

IT Director Joshua Cox provided training to the URA Board members during the delivery and set up of their new City-issued iPads.

FINANCIAL REPORT:

The beginning budget for operating cash account 4594 was \$3,704,859 with an ending balance of \$3,699,926. The beginning budget for operating cash account 4610 was \$3,366,494 with an ending balance of \$2,792,264. Operating revenues were budgeted at \$15,520,000 with a current budget of \$14,395,366. Operating expenses were budgeted at \$3,081,050 with a current budget balance of \$2,072,242. As of March 31, 2025, the Georgia Fund 1 balance was \$4,316,232.62.

ECONOMIC DEVELOPMENT UPDATE:

Rochelle B. Dennis, Interim Economic Development Director, provided the Economic Development Update

- Project Splash has officially closed. The proceeds to the URA are \$13M. Specific details about the development will be shared once the NDA has been lifted.
- 751-771 Main Street has been sold to Nouveau Jonesboro. This mixed-use development will include two restaurant concepts, retail and 6 luxury loft style apartments on the second floor
- Cultivate Communities has received their land disturbance permit for the 29-unit townhome community on Main Street
- Another mixed-development community is coming to Main Street. The Development Authority is finalizing the contract in the coming days
- Park at Fort Gillem Community Block Party is Saturday, April 12, 2025, 11am – 1pm in partnership with Partnership for Southern Equity.
- Elevate Workforce Program Initiative Program Launch is Friday, April 18, 2025, 819 Forest Parkway, Suite D, 10am
- 2nd Annual Food & Wine Crawl, Friday, April 25, 2025, 5-9pm at the Fountain on Main

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

ADJOURNMENT:

Chairwoman James adjourned the meeting at 7:18pm.

*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.*

URBAN REDEVELOPMENT AGENCY FUND

Operating Cash:

	Beginning Budget	Deposits	WDs and Debits	Ending Balance
URA Army Checking 4594	3,699,926	13,038,447	13,088,228	3,650,145
URA Kroger Checking 4610	2,792,264	6,594	-	2,798,859
Total Operating Cash:	6,492,190	13,045,041	13,088,228	6,449,003

Operating Revenue:

	Budget	YTD Actual	Encumbrance	Budget Balance
Investment Income	150,000	1,229,647	-	(1,079,647)
Lease Income	15,000	18,204	-	(3,204)
Miscellaneous Revenue	5,000	-	-	5,000
Transfer from Other Funds	450,000	30,000,000	-	(29,550,000)
Transfer From General Fund	900,000	2,803,870	-	(1,903,870)
Easement Compensation	-	300	-	(300)
Residual Equity - Fund Balance	-	-	-	-
Sale of Property - Proceeds	14,000,000	13,728,673	-	271,328
Total Other Financing Sources:	15,520,000	47,780,693	-	(32,260,693)

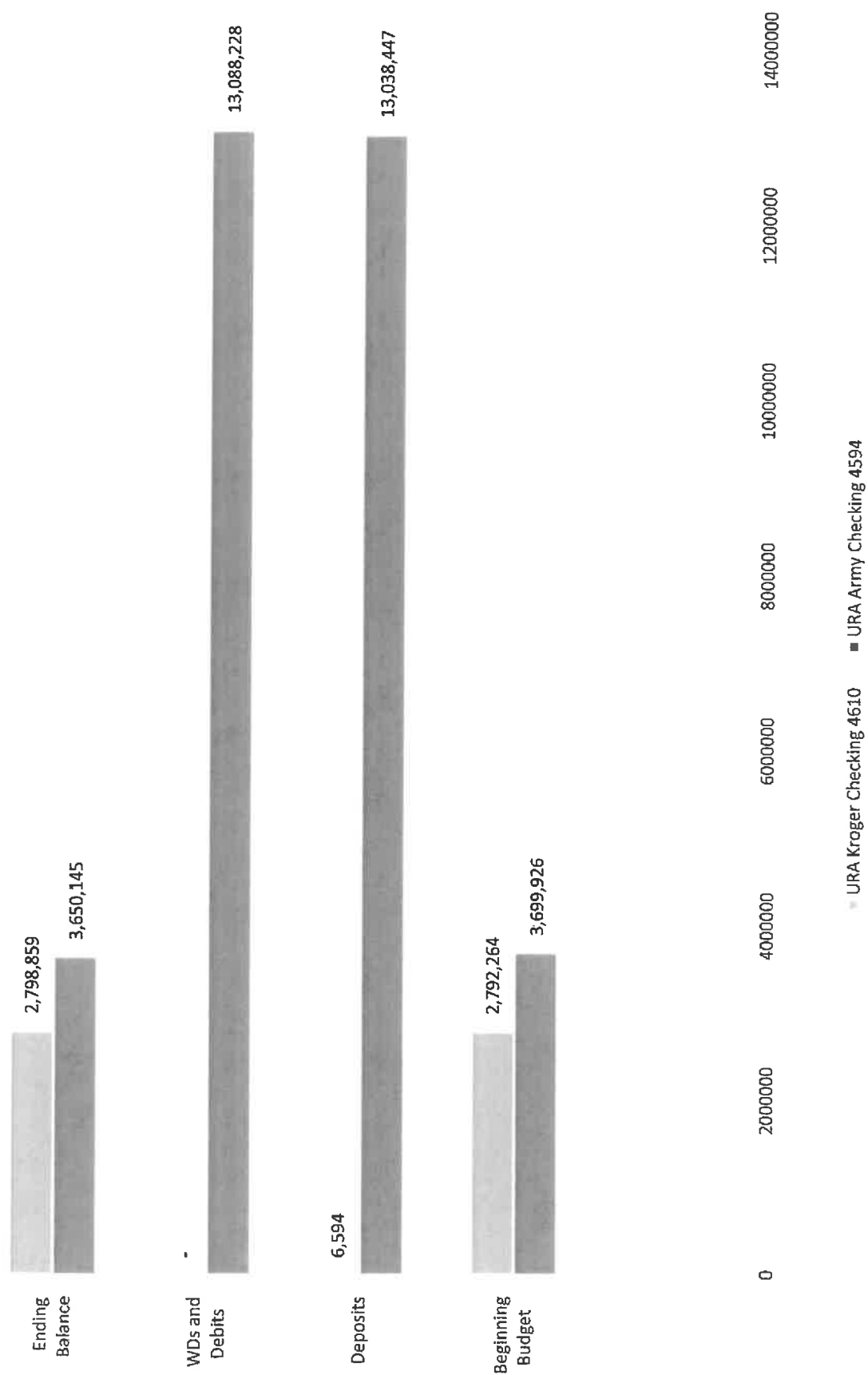
Operating Expense:

	Budget	YTD Actual	Encumbrance	Budget Balance	% Used
Salaries	105,000	-	-	105,000	0%
Development Fees	174,000	685,434	-	(511,434)	394%
Bank Service Fees	2,500	635	-	1,865	25%
Computer Equip & Maint	5,000	-	7,168	(2,168)	143%
Postage Shipping & Courier	350	-	-	350	0%
Travel for Employees	1,500	-	-	1,500	0%
Training & Conferences	4,000	3,028	-	972	76%
Meetings & Events	3,000	1,813	-	1,187	60%
Public Relations	80,000	-	-	80,000	0%
Consulting Services	385,000	84,741	96,080	204,179	47%
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	144,875	60,628	4,498	98%
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	1,000	801	-	199	80%
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	325,235	-	24,765	0%
Transfer to GF	-	446,138	-	(446,138)	0%
Reserve	20,000	-	-	20,000	0%
Total Expense:	3,078,850	1,705,066	163,876	1,209,908	61%

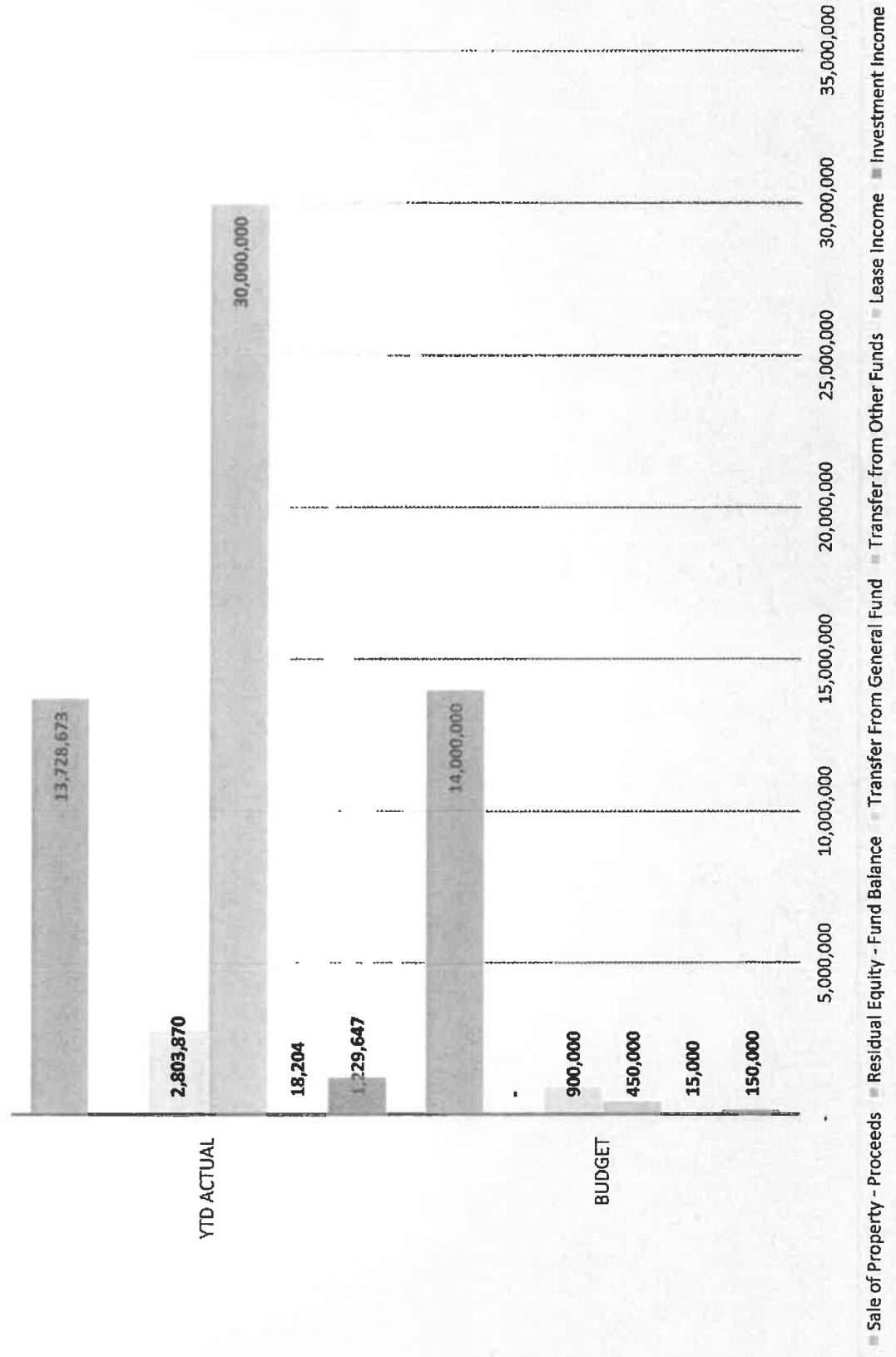
Total Net Position as of April 2025:

12,441,150	46,075,627	(163,876)	(33,470,601)
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Operating Cash



Operating Revenues



REGULAR DEPARTMENT PAYMENT REPORT

VENDOR SET: 01 FOREST PARK, GA
FUND : 585 URA FUND
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 4/01/2025 THRU 4/30/2025
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-231677	FALCON DESIGN CONSULTA	I-44701	585 22-7310-52-1205	PROFESSIONAL	: URA- METCALF EXTENSI	002438	1,092.50
					VENDOR 01-231677 TOTALS		1,092.50
01-232707	TRUIST CARD SERVICES 4	I-2401651559	585 22-1510-52-1101	BANKING/CR CA:	CREDIT CARD	002436	35.50
01-232707	TRUIST CARD SERVICES 4	I-2500499022	585 22-1510-52-1101	BANKING/CR CA:	CREDIT CARD	002436	35.50
					VENDOR 01-232707 TOTALS		71.00
01-233031	PARTNERSHIP FOR SOUTHE	I-FPMAR00025	585 22-7310-52-1201	CONSULTING	: URA SERVICES- BLANKE	002435	10,500.00
					VENDOR 01-233031 TOTALS		10,500.00
01-233036	TUNNELL, SPRANGER & AS	I-30490	585 22-7310-52-1205	PROFESSIONAL	: URA SERVICES	002439	1,598.75
					VENDOR 01-233036 TOTALS		1,598.75
01-233071	BRUCE R. PENN	I-PHA 24076	585 22-7310-52-1205	PROFESSIONAL	: 1.754 ACRES	002437	4,000.00
01-233071	BRUCE R. PENN	I-PHA 24077	585 22-7310-52-1205	PROFESSIONAL	: 1.457 ACRES	002437	3,000.00
					VENDOR 01-233071 TOTALS		7,000.00
				VENDOR SET 585 URA FUND	TOTAL:		20,262.25
					REPORT GRAND TOTAL:		20,262.25

SELECTION CRITERIA

VENDOR SET: 01 FOREST PARK, GA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 4/01/2025 THRU 4/30/2025
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: YES
PRINT SUB COMMENTS: NO
DEPARTMENT OPTIONS
SEPARATE BY DEPARTMENT: NO
G/L RANGE: 585-00-0000-00-0000 THRU 585-99-9999-99-9999
DEPARTMENT RANGE: THRU ZZZZ
PAGE BREAK BY DEPARTMENT: YES
CHECK RANGE: 00000 THRU 999999

** END OF REPORT **

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

585-URA FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
INVESTMENT INCOME	150,000	0.00	1,229,646.77	0.00 (	1,079,646.77)	819.76
MISCELLANEOUS REVENUE	20,000	4,519.44	18,503.94	0.00	1,496.06	92.52
TOTAL REVENUES	170,000	4,519.44	1,248,150.71	0.00 (	1,078,150.71)	734.21
<u>EXPENDITURE SUMMARY</u>						
<u>MISC</u>						
<u>ADMINISTRATION</u>						
PURCHASED/CONTRACT SERV.	174,000	685,433.63	685,433.63	0.00 (	511,433.63)	393.93
TOTAL ADMINISTRATION	174,000	685,433.63	685,433.63	0.00 (	511,433.63)	393.93
<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	28,302.25	247,038.30	163,875.94	446,635.76	47.92
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	325,235.30	0.00	24,764.70	92.92
OTHER USES	0	0.00	446,137.83	0.00 (	446,137.83)	0.00
TOTAL FINANCE	2,907,050	28,302.25	1,019,632.46	163,875.94	1,723,541.60	40.71
TOTAL EXPENDITURES	3,081,050	713,735.88	1,705,066.09	163,875.94	1,212,107.97	60.66
REVENUE OVER/(UNDER) EXPENDITURES	(2,911,050) (	709,216.44) (	456,915.38) (	163,875.94) (	2,290,258.68)	
OTHER SOURCES	15,350,000	13,708,672.50	46,532,542.50	0.00 (	31,182,542.50)	303.14
NET OTHER FINANCING SOURCES & USES	15,350,000	13,708,672.50	46,532,542.50	0.00 (	31,182,542.50)	303.14
REVENUES & OTHER SOURCES OVER/ (UNDER) EXPENDITURES & OTHER USES	12,438,950	12,999,456.06	46,075,627.12 (	163,875.94) (	33,472,801.18)	

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

585-URA FUND

% OF YEAR COMPLETED: 83.33

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>						
INVESTMENT INCOME						
585-00-0000-36-1000 INTEREST INCOME	150,000	0.00	1,229,646.77	0.00 (	1,079,646.77)	819.76
TOTAL INVESTMENT INCOME	150,000	0.00	1,229,646.77	0.00 (	1,079,646.77)	819.76
<u>CONTRIB & DONATIONS-PRIV</u>						
<u>MISCELLANEOUS REVENUE</u>						
585-00-0000-38-1000 LEASE INCOME	15,000	4,519.44	18,203.94	0.00 (	3,203.94)	121.36
585-00-0000-38-1001 LEASE - MOVIE PROD REVENUE	5,000	0.00	0.00	0.00	5,000.00	0.00
585-00-0000-38-9013 EASEMENT COMPENSATION	0	0.00	300.00	0.00 (	300.00)	0.00
TOTAL MISCELLANEOUS REVENUE	20,000	4,519.44	18,503.94	0.00	1,496.06	92.52
<u>TOTAL REVENUE</u>	170,000	4,519.44	1,248,150.71	0.00 (	1,078,150.71)	734.21

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

585-URA FUND
DEPARTMENT - MISC

% OF YEAR COMPLETED: 83.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET

OTHER COSTS

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

585-URA FUND
DEPARTMENT - ADMINISTRATION

% OF YEAR COMPLETED: 83.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PURCHASED/CONTRACT SERV.						
585-20-7510-52-1202 DEVELOPMENT FEES	174,000	685,433.63	685,433.63	0.00 (	511,433.63)	393.93
TOTAL PURCHASED/CONTRACT SERV	174,000	685,433.63	685,433.63	0.00 (	511,433.63)	393.93
LOAN						

TOTAL ADMINISTRATION 174,000 685,433.63 685,433.63 0.00 (511,433.63) 393.93

585-URA FUND
DEPARTMENT - FINANCE

% OF YEAR COMPLETED: 83.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
PERSONAL SERV. & EE BENE						
585-22-1510-51-1101 SALARIES	105,000	0.00	0.00	0.00	105,000.00	0.00
TOTAL PERSONAL SERV. & EE BENE	105,000	0.00	0.00	0.00	105,000.00	0.00
PURCHASED/CONTRACT SERV.						
585-22-1510-52-1101 BANKING/CR CARD FEES	2,500	71.00	635.26	0.00	1,864.74	25.41
585-22-1510-52-2202 COMPUTER EQUIP & MAINT	7,200	0.00	0.00	7,168.19	31.81	99.56
585-22-1510-52-3201 POSTAGE SHIPPING & COURIER	350	0.00	0.00	0.00	350.00	0.00
585-22-1510-52-3500 TRAVEL FOR EMPLOYEES	1,500	0.00	0.00	0.00	1,500.00	0.00
585-22-1510-52-3701 TRAINING & CONFERENCES	4,000	0.00	3,028.21	0.00	971.79	75.71
585-22-1510-52-3915 MEETINGS & EVENTS	3,000	0.00	1,813.36	0.00	1,186.64	60.45
585-22-1510-52-3910 PUBLIC RELATIONS	80,000	0.00	0.00	0.00	80,000.00	0.00
585-22-7310-52-1201 CONSULTING	385,000	18,540.00	84,741.25	96,080.00	204,178.75	46.97
585-22-7310-52-1202 GILLEM CELEBRATION	40,000	0.00	0.00	0.00	40,000.00	0.00
585-22-7310-52-1203 ARCHITECTS FEES	80,000	0.00	0.00	0.00	80,000.00	0.00
585-22-7310-52-1204 FINANCIAL CONSULTING	20,000	0.00	1,350.00	0.00	18,650.00	6.75
585-22-7310-52-1205 PROFESSIONAL SERVICES	210,000	9,691.25	144,874.75	60,627.75	4,497.50	97.86
585-22-7310-52-3111 INSURANCE - LIABILITY	13,000	0.00	10,487.00	0.00	2,513.00	80.67
585-22-7310-52-3310 ADVERTISING	5,000	0.00	0.00	0.00	5,000.00	0.00
585-22-7310-52-3410 PRINTING	1,000	0.00	108.47	0.00	891.53	10.85
585-22-7340-52-2201 REPAIRS & MAINTENANCE	5,000	0.00	0.00	0.00	5,000.00	0.00
TOTAL PURCHASED/CONTRACT SERV.	857,550	28,302.25	247,038.30	163,875.94	446,635.76	47.92
SUPPLIES						
585-22-1510-53-1102 OFFICE SUPPLIES	1,000	0.00	0.00	0.00	1,000.00	0.00
585-22-4223-53-1124 URA BOND PAYMENT	1,100,000	0.00	0.00	0.00	1,100,000.00	0.00
585-22-7310-53-1103 GENERAL DEPARTMENT EXPENSE	0	0.00	801.17	0.00	801.17	0.00
585-22-7310-53-1211 WATER - SEWERAGE	35,000	0.00	0.00	0.00	35,000.00	0.00
585-22-7310-53-1221 UTILITIES - GAS	2,500	0.00	419.86	0.00	2,080.14	16.79
585-22-7310-53-1231 UTILITIES - ELECTRICITY	6,000	0.00	0.00	0.00	6,000.00	0.00
TOTAL SUPPLIES	1,144,500	0.00	1,221.03	0.00	1,143,278.97	0.11
CAPITAL OUTLAYS						
585-22-1510-54-2502 CAPITAL OUTLAY	105,000	0.00	0.00	0.00	105,000.00	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	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL CAPITAL OUTLAYS	405,000	0.00	0.00	0.00	405,000.00	0.00
DEPRECIATION & AMORTIZAT						
OTHER COSTS						
585-22-7310-57-5010 COST OF SALES (LAND)	25,000	0.00	0.00	0.00	25,000.00	0.00
585-22-7310-57-9000 RESERVE	20,000	0.00	0.00	0.00	20,000.00	0.00
TOTAL OTHER COSTS	45,000	0.00	0.00	0.00	45,000.00	0.00
LOAN						
585-22-7310-58-2300 INTEREST	350,000	0.00	325,235.30	0.00	24,764.70	92.92
TOTAL LOAN	350,000	0.00	325,235.30	0.00	24,764.70	92.92

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

585-URA FUND
DEPARTMENT - FINANCE

% OF YEAR COMPLETED: 83.33

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER USES						
585-22-7310-61-1001 TRANSFER TO GENERAL FUND	0	0.00	446,137.83	0.00	(446,137.83)	0.00
TOTAL OTHER USES	0	0.00	446,137.83	0.00	(446,137.83)	0.00
TOTAL FINANCE	2,907,050	28,302.25	1,019,632.46	163,875.94	1,723,541.60	40.71

CITY OF FOREST PARK
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2025

585-URA FUND

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	3,081,050	713,735.88	1,705,066.09	163,875.94	1,212,107.97	60.66
REVENUE OVER/(UNDER) EXPENDITURES	(2,911,050)	(709,216.44)	(456,915.38)	(163,875.94)	(2,290,258.68)	
OTHER FINANCING SOURCES & USES						
=====						
OTHER FINANCING SOURCES						
585-00-0000-39-1100 TRANSFER FROM OTHER FUNDS	450,000	0.00	30,000,000.00	0.00	(29,550,000.00)	6,666.67
585-00-0000-39-1110 TRANSFER FROM OTHER FUNDS	900,000	0.00	2,803,870.00	0.00	(1,903,870.00)	311.54
585-00-0000-39-2200 SALE OF PROPERTY - PROCEEDS	14,000,000	13,708,672.50	13,728,672.50	0.00	271,327.50	98.06
TOTAL OTHER FINANCING SOURCES	15,350,000	13,708,672.50	46,532,542.50	0.00	(31,182,542.50)	303.14
OTHER FINANCING USES						
NET OTHER SOURCES & USES	15,350,000	13,708,672.50	46,532,542.50	0.00	(31,182,542.50)	303.14
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	12,438,950	12,999,456.06	46,075,627.12	(163,875.94)	(33,472,801.18)	

This financial summary for the **Urban Redevelopment Agency (URA) Fund** as of **April 2025** shows a few important trends and insights:

♦ **Operating Cash**

- **Total Beginning Balance:** \$6.49M
 - **Deposits:** \$13.05M
 - **Withdrawals/Debits:** \$13.09M
 - **Ending Balance:** \$6.45M
 - Net cash **decrease:** ~\$43K, meaning inflows were nearly equal to outflows.
-

♦ **Operating Revenue**

- **Budgeted Revenue:** \$15.52M
 - **Actual YTD Revenue:** \$47.78M
 - Major variance is from:
 - **Transfers from Other Funds:** Budgeted \$450K vs. Actual \$30M
 - **Transfer from General Fund:** Budgeted \$900K vs. Actual \$2.8M
 - **Investment Income:** Budgeted \$150K vs. Actual \$1.23M
 - Overall, revenues are **\$32.26M above budget**, primarily from **interfund transfers**.
-

♦ **Operating Expenses**

- **Total Budget:** \$3.08M
- **YTD Actual Expenses:** \$1.71M
- **Encumbrances (committed, not spent):** \$163.8K
- **Budget Remaining:** \$1.2M (61% used)
 - Key overages:

- **Development Fees:** 394% over budget
- **Computer Equipment & Maintenance:** 143% over budget
- Several large budget items are **still untouched**, such as:
 - Salaries, Public Relations, Capital Outlay, Infrastructure Projects, Bond Payments

◆ **Net Position**

- **Ending Net Position:** \$12.44M Budget vs. \$46.08M Actual
- **Encumbrance:** -\$163.8K
- **Net Budget Variance:** -\$33.47M (overage due to revenues far exceeding budget)

Key Takeaways

1. **Revenue greatly exceeded the budget**, mainly due to **transfers from other funds**.
2. **Spending is controlled**, with many budget items still untouched or well below budget.
3. A few expense lines went over budget, suggesting the need for **realignment or mid-year adjustment**.
4. The **fund is financially healthy**, with a strong cash position and low actual expenditure relative to income.

After recording, return to:

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

STATE OF GEORGIA

COUNTY OF CLAYTON

WATERLINE EASEMENT AGREEMENT

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

W I T N E S S E T H :

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

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

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

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

1. Perpetual Waterline Easement.

(a) Grant. Grantor hereby grants and conveys to Grantee a perpetual, exclusive waterline easement (the “**Waterline Easement**”) over, upon, along, under, and through that portion of the URA Property described on Exhibit C and depicted on Exhibit D, both of which are attached hereto and by this reference made parts hereof (the “**Waterline Easement Area**”), for purposes of installing, repairing, maintaining, and replacing a waterline and related facilities located within the Waterline Easement Area (collectively, the “**Waterline**”), which Waterline shall strictly serve and benefit the Benefitted Properties.

(b) Reservation of Use. Notwithstanding anything to the contrary contained herein, Grantor reserves for itself and its successors and assigns the perpetual non-exclusive right to use the Waterline Easement Area for any and all purposes, including but not limited to, the right to install and maintain landscaping, access roads, service drives, utility lines and related appurtenances under, over and through the Waterline Easement Area, provided that such use does not unreasonably interfere with Grantee’s rights hereunder. Grantor reserves the right to locate other public and private easements within, over, upon, along, under and through the Waterline Easement Area.

(c) Maintenance. Grantee, at Grantee’s sole cost and expense, shall be responsible for the maintenance, repair and replacement of the Waterline. All maintenance and repair shall be performed in a good, workmanlike manner and Grantee shall have the obligation to maintain the Waterline in good working order and condition. The rights granted to Grantee under this Agreement shall include, without limitation, the right to enter onto the URA Property upon reasonable prior notice and as reasonably necessary to access incidental underground and aboveground attachments, equipment and appurtenances, including, but not limited to manholes, manhole vents, lateral line connections, pipelines, junction boxes in, upon, under and across the URA Property for purposes of tying into, maintaining, repairing and replacing the Waterline. Grantee shall enter the URA Property for the purposes permitted hereunder only after presenting evidence of not less than \$2,000,000.00 of commercial general liability insurance naming Grantor as an additional insured.

2. Temporary Construction Easement.

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

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

(b) Reservation. Notwithstanding anything to the contrary contained herein, Grantor for itself, its successors and assigns reserves a perpetual, non-exclusive right to use the Construction Easement Area for any and all purposes, including but not limited to, the right to install and maintain landscaping, access roads, service drives, utility lines and related appurtenances under, over and through the Construction Easement Area, provided that such use does not unreasonably interfere with Grantee’s rights hereunder. Grantor reserves the right to locate other public and private easements within, over, upon, along, under and through the Construction Easement Area.

(c) Restoration. If the use of the Construction Easement Area by Grantee causes any physical damage or destruction to the URA Property, Grantee, at its sole cost and expense, shall promptly restore the affected property. This subparagraph 2(c) shall survive termination of the Temporary Construction Easement.

(d) Termination of Easement. The Temporary Construction Easement granted herein shall automatically expire and be of no further force and effect on the earlier of (i) one (1) year from the date hereof or (ii) at such time as Grantee completes construction of the Waterline on the URA Property; provided, however the obligation of Grantee to restore the Construction Easement Area under Section 2(c) herein shall survive termination of the Temporary Construction Easement.

(e) Conveyance of Waterline. If necessary, upon completion of the construction of the Waterline, Grantor agrees to convey and/or quitclaim to Grantee, and Grantee agrees to accept, the Waterline improvements by way of a bill of sale or other similar conveyance document which shall be in a commercially reasonable form customary and typical for such conveyances.

3. Roadway. Grantee hereby acknowledges that the Waterline Easement Area runs underneath a private roadway that provides the only vehicular access to the Benefitted Properties. Grantee agrees to cause its agents and contractors to agree to not block the roadway in its entirety at any time while constructing, installing, maintaining, repairing, or replacing the Waterline, and Grantee agrees to always leave a portion of the roadway open sufficient to allow access to and from the Benefitted Properties.

4. Indemnity. Grantee and its successors-in-title and assigns hereby covenants and agrees to indemnify and hold harmless Grantor from and against all claims, actions, demands, costs, and expenses (including reasonable attorneys’ fees) or any injury to or death of persons or damage to property which arise out of the use of the Waterline Easement Area and/or the Construction Easement Area by Grantee or its, licensees, contractors, agents, customers, invitees, or employees, or the exercise of the rights set forth in this Agreement, except for claims caused by Grantor’s gross negligence or a willful act or omission of Grantor or such Grantor’s tenants, licensees, contractors, agents, customers, invitees, or employees.

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

If to Grantor: Urban Redevelopment Agency of the City of Forest Park
745 Forest Parkway
Forest Park, GA 30297
Email: *ECON DEV @ FOREST PARK GA.GOV*

With a copy to: Denmark Ashby LLC
100 Hartsfield Centre Parkway
Suite 400
Atlanta, GA 303354
Attention: Danielle M. Matricardi, Esq.
Email: dmatricardi@denmarkashby.com

If to Grantee: Clayton County Water Authority
1600 Battle Creek Road
Morrow, GA 30260
Attention: H. Bernard Franks, General Manager
Email: bernard.franks@ccwa.us

With a copy to: Clayton County Water Authority
1600 Battle Creek Road
Morrow, GA 30260
Attention: Keith Watkins, Engineering Supervisor
Email: keith.watkins@ccwa.us

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

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute the same instrument.

7. Waiver of Trial by Jury. To the extent permitted by law, each party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Agreement or any of the documents executed in connection therewith, the property, or any claims, defenses, rights of set-off or other actions pertaining hereto or to any of the foregoing.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors in title and assigns. Any transferee of any

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

9. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties and their successors in title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors in title, any rights or remedies under or by reason of this Agreement.

10. Severability. If any provision of this Agreement or the application thereof to any person or circumstances, shall be held invalid, inoperative, or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise, oral agreement, or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed and delivered by grantor and grantee and/or their respective successors and assigns, and recorded in the Clayton County, Georgia public real estate records.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia, or any applicable political subdivision hereof, without regard to principles of conflict of laws.

13. Time. Time is of the essence of this Agreement.

14. Cumulative Rights; No Waiver. Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

Signed, sealed and delivered in the presence of:

GRANTOR:

**URBAN REDEVELOPMENT AGENCY
OF THE CITY OF FOREST PARK,**
a public body corporate and politic created and existing
under the laws of the State of Georgia

Unofficial Witness

Notary Public

By: _____
Name: _____
Title: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

Signed, sealed and delivered in the
presence of:

GRANTEE:

CLAYTON COUNTY WATER AUTHORITY,
a public body corporate and politic created and
existing under the laws of the State of Georgia

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

[SEAL]

EXHIBIT A
URA PROPERTY LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B-1
BUILDING 650 PROPERTY LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B-2
BUILDING 600 PROPERTY LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
WATERLINE EASEMENT AREA LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

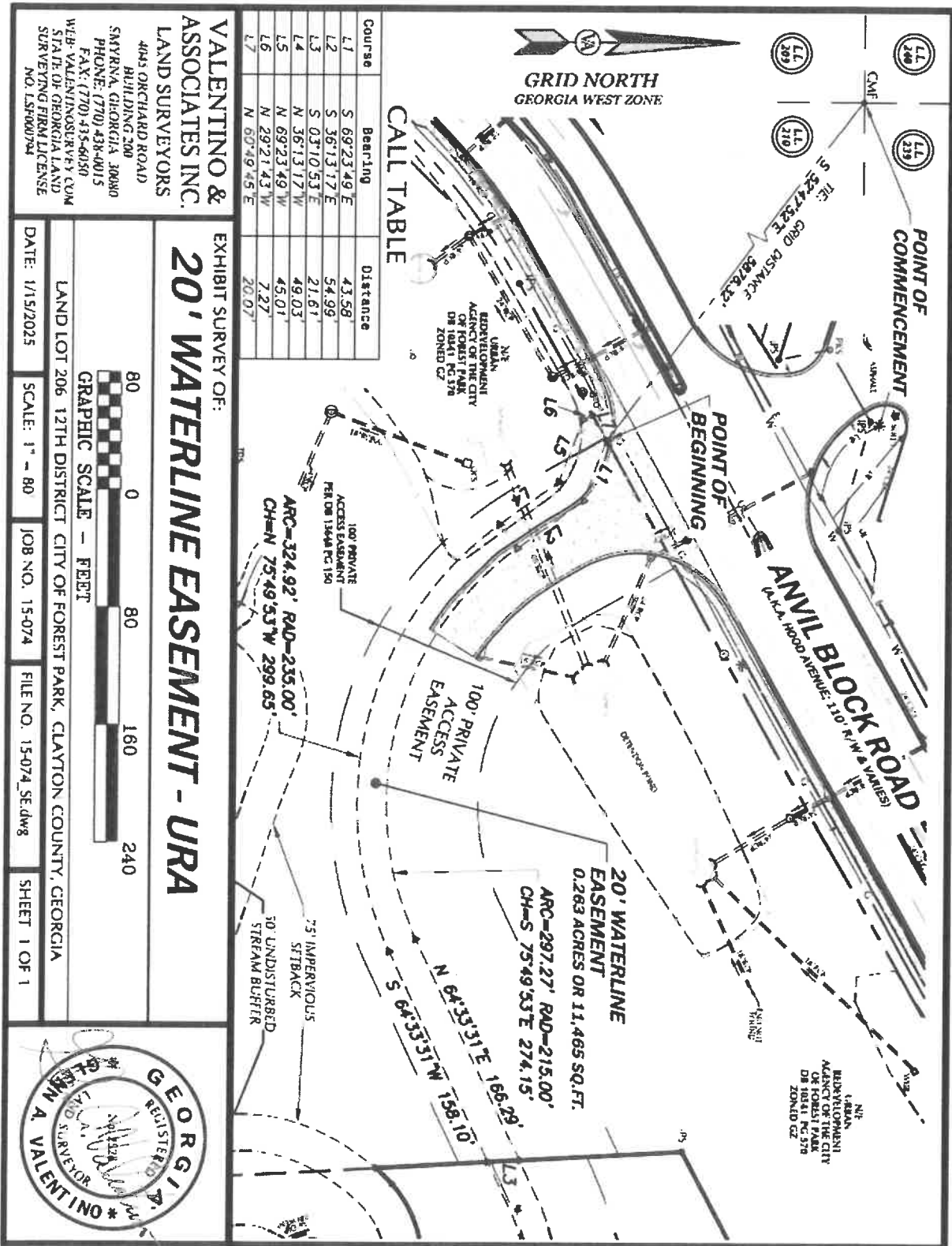
THENCE North 69 degrees 23 minutes 49 seconds West for a distance of 45.01 feet to a computed point;

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

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

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

EXHIBIT D **WATERLINE EASEMENT AREA DEPICTION**



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GILLEM LOGISTICS CENTER OWNERS ASSOCIATION, INC.

1 GLENLAKE PARKWAY, SUITE 900 ATLANTA, GEORGIA 30328

March 9, 2024

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

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

Dear Mr. Clark:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Letter Agreement
_____, 2024
Page 4 of 7

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

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

Letter Agreement
Page 5 of 7, 2024

Sincerely,

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

By: 

Name: Richard Goldberg

Title: President

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Letter Agreement
_____, 2024
Page 6 of 7

AGREED AND ACCEPTED THIS
9 DAY OF March, 2023:

CITY OF FOREST PARK, GEORGIA

By: 
Name: Ricky L. Clark, Jr.
Title: City Manager

EXHIBIT A
GILLEM LOGISTICS CENTER PATROL AREA

Master Planned Park Setting: Gillem Logistics Center

