

**A G E N D A**  
**City Council Meeting**  
**Monday, June 1, 2020 – 6:00 p.m.**

➤ **OPENING**

- Call to Order
- Invocation by Pastor Bruce Campbell, Oak Grove Baptist Church
- Pledge of Allegiance
- Roll Call

➤ **PUBLIC HEARINGS – No scheduled public hearings**

➤ **APPROVAL OF CITY COUNCIL MINUTES**

- Consideration of City Council Minutes (5/18/20)

➤ **CITY MANAGER'S REPORT**

- Monthly staff reports included with the agenda packet
- Revenue & expenditures report as of 4/30/20
- Millage rate rollback in property taxes for year 2020
- City Hall reopening to the public as of May 14, 2020

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, CenterPoint Development Agreement:** A resolution authorizing Garden City, Georgia, to enter into a development agreement with CenterPoint Garden City, LLC, for the development of a 72.81 acre tract on the east side of Dean Forest Road approximately 900 feet north of Sonny Perdue Drive and to authorize the City Manager to execute an agreement for said development.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

- **Procedure:** In an effort to best manage this section of the meeting, any person that desires to address the City Council must sign up using the process outlined on the website where this meeting is advertised. Once recognized by the Mayor, the person will be allowed to speak in accordance with the Informal Public Comment – Speaker Protocols outlined below.

### **Informal Public Comment – Speaker Protocol**

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ **ADJOURN**

## MINUTES

### City Council Meeting Monday, May 18, 2020 – 6:00 p.m.

**Call to Order:** Mayor Bethune called the meeting to order at 6:00 p.m.

**Opening:** Pastor Randall Frantz, First Baptist Church of Garden City gave the invocation and Councilmember Daniel led the City Council in the pledge of allegiance to the flag.

**Roll Call:**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Marica Daniel, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Morris, Councilmember Ruiz and Councilmember Kim Tice.

**Staff:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council; Ben Brengman, IT Director; Scott Robider, City Marshal; Pam Franklin, HR Director; Cliff Ducey Parks and Recreation Director; Gil Ballard, Chief of Police; and Corbin Medeiros, Fire Chief.

**City Council Minutes:** Councilmember Daniel made motion to approve the city council minutes dated 5/4/20. The motion was seconded by Councilmember Ruiz and passed without opposition.

**City Manager Report:** City Manager gave an update on the reopening of city hall.

**Items for Consideration:**

**Resolution, Right of Way (ROW) Maintenance via a Full Service, Private Sector Contractor:** Clerk of Council read the heading of a resolution authorizing Garden City, Georgia, to procure a private sector contractor to maintain its rights-of-way; to authorize the City Manager and staff to issue a request for proposals from qualified contractors to perform such services; to enter into an agreement for said services; and for other purposes.

Councilmember Lassiter made a motion to adopt the resolution. The motion was seconded by Councilmember Morris and passed without opposition.

**Informal Public Comment:** Mayor Bethune opened the meeting to receive public comment. There being no one who called in to offer public comment, Mayor Bethune closed informal public comment portion of the meeting.

**Adjournment:** There being not further items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council unanimously adjourned the meeting at approximately 6:12 p.m.

*Transcribed & submitted by: Clerk of Council  
Accepted & approved by: City Council 6/1/20*

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: June 1, 2020**

**SUBJECT: Human Resources Department Report for MAY 2020**

**Report in Brief**

Attached is the Human Resources Department's Month End Report.

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
City Manager

Attachment(s)

# Human Resources Department / Month End Report

## Recruitment/Positions filled

The City has continuous recruitment for Police Officer and/or Police Officer Recruit and Part-time Firefighters.

## New Hires

There are new hires to report for May.

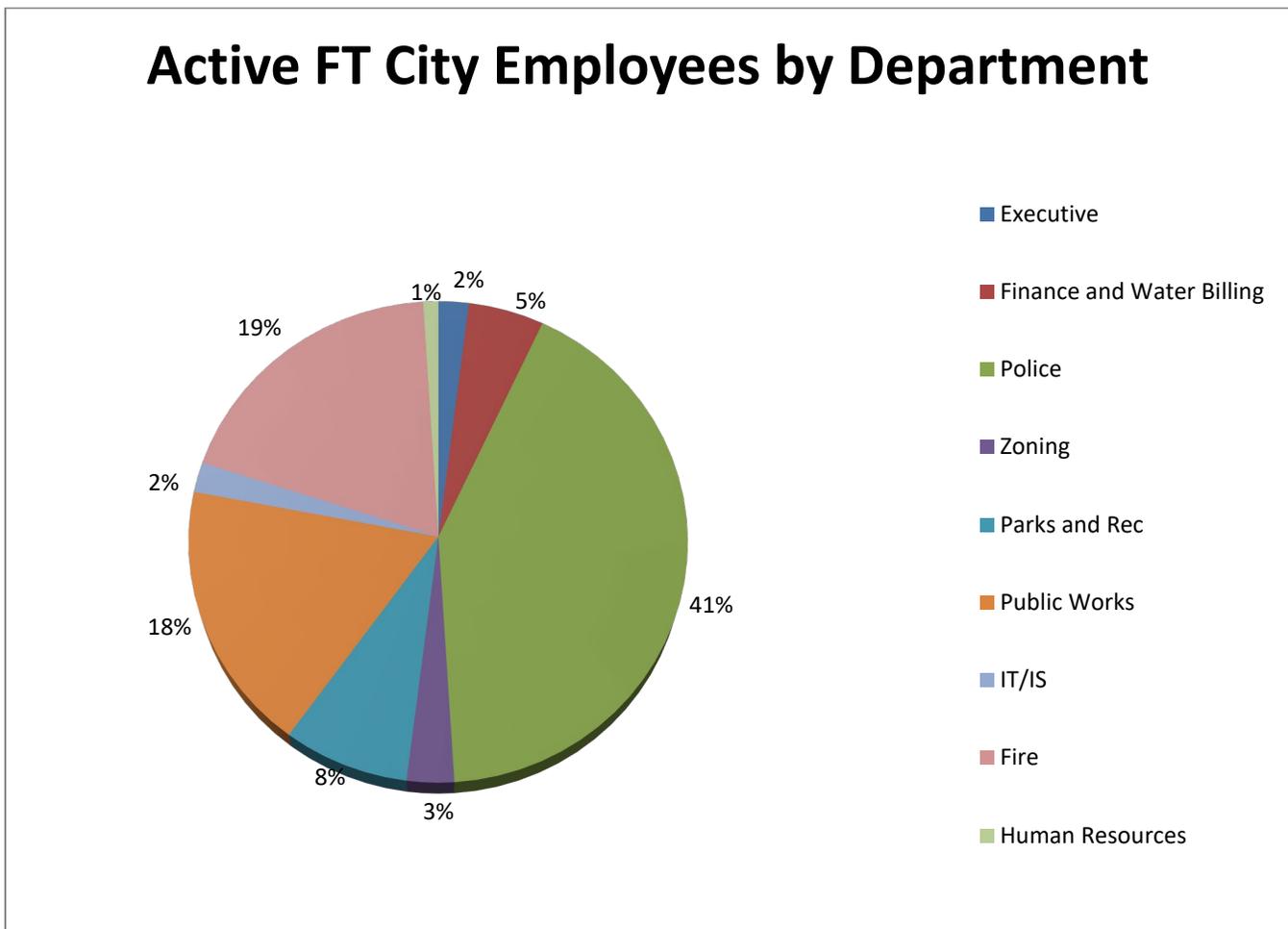
## Employment Terminations

One employee separated from employment this month.

## City Employment

The City ends the month of May with 99 full time employees.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.



**FIGURE 1** NOTE: 2020 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS 114

## ADDITIONAL PERSONNEL INFORMATION INCLUDING PART-TIME EMPLOYEES

This report normally covers the count for full-time employees only. In view of the current COVID-19 pandemic, I have included the count and employment status changes for all City employees to include part-time regularly scheduled, part-time casual (persons that have other employment and work as needed), as well as full-time employees.

TOTAL EMPLOYEES: 119  
FULL TIME ONLY: 99  
PART TIME: 3  
PART-TIME CASUAL: 17

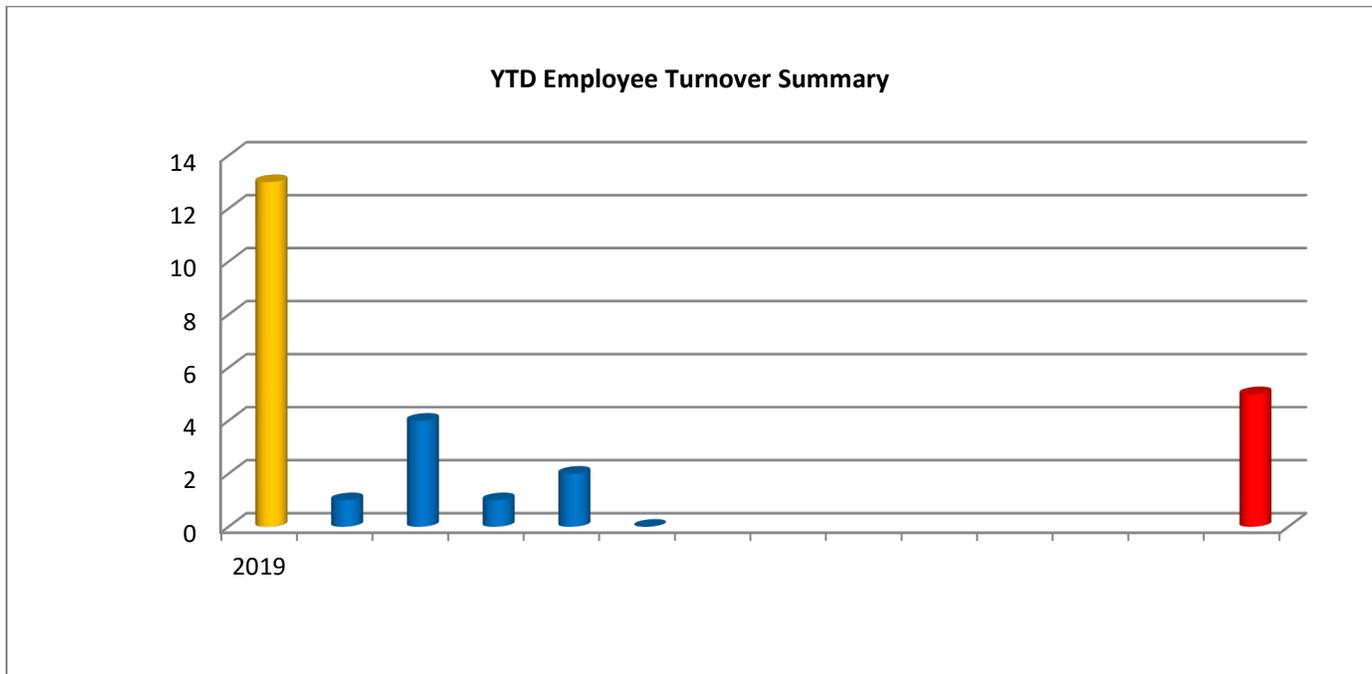
Details as to the status of all City employees beginning with January 1, 2020 through the current date, is included as an attachment.

## EMPLOYEE TURNOVER DATA

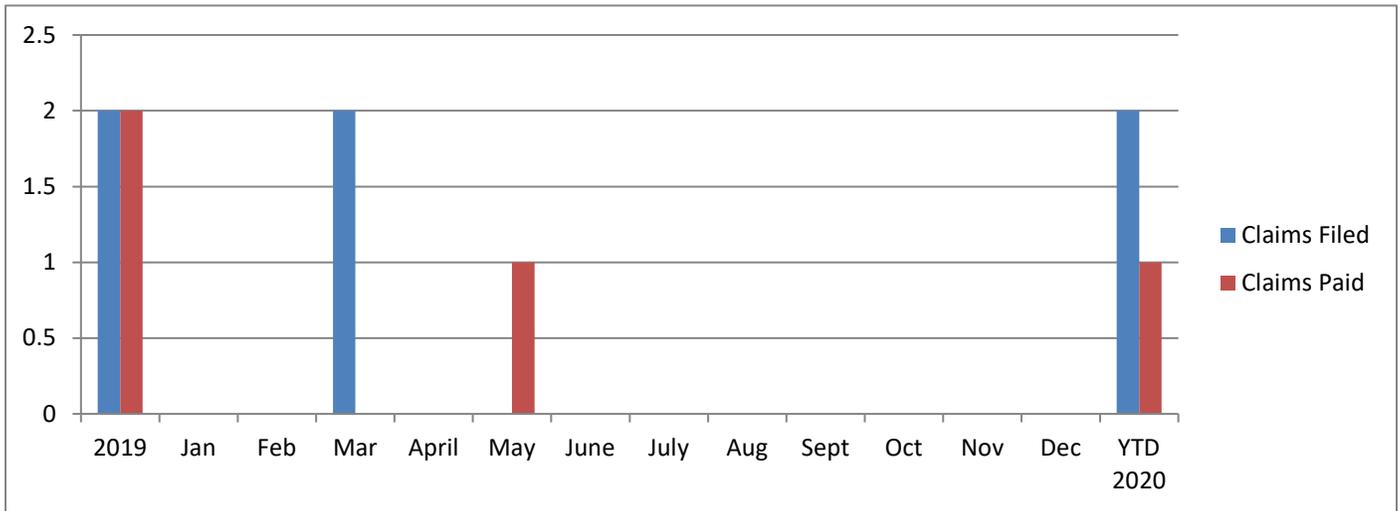
### *The City's turnover rate per month*

- January 1%
- February 4%
- March 1%
- April 2%
- May 1%

The graph below illustrates turnover in full time positions for current year 2019 compared to turnover occurring in the previous year.

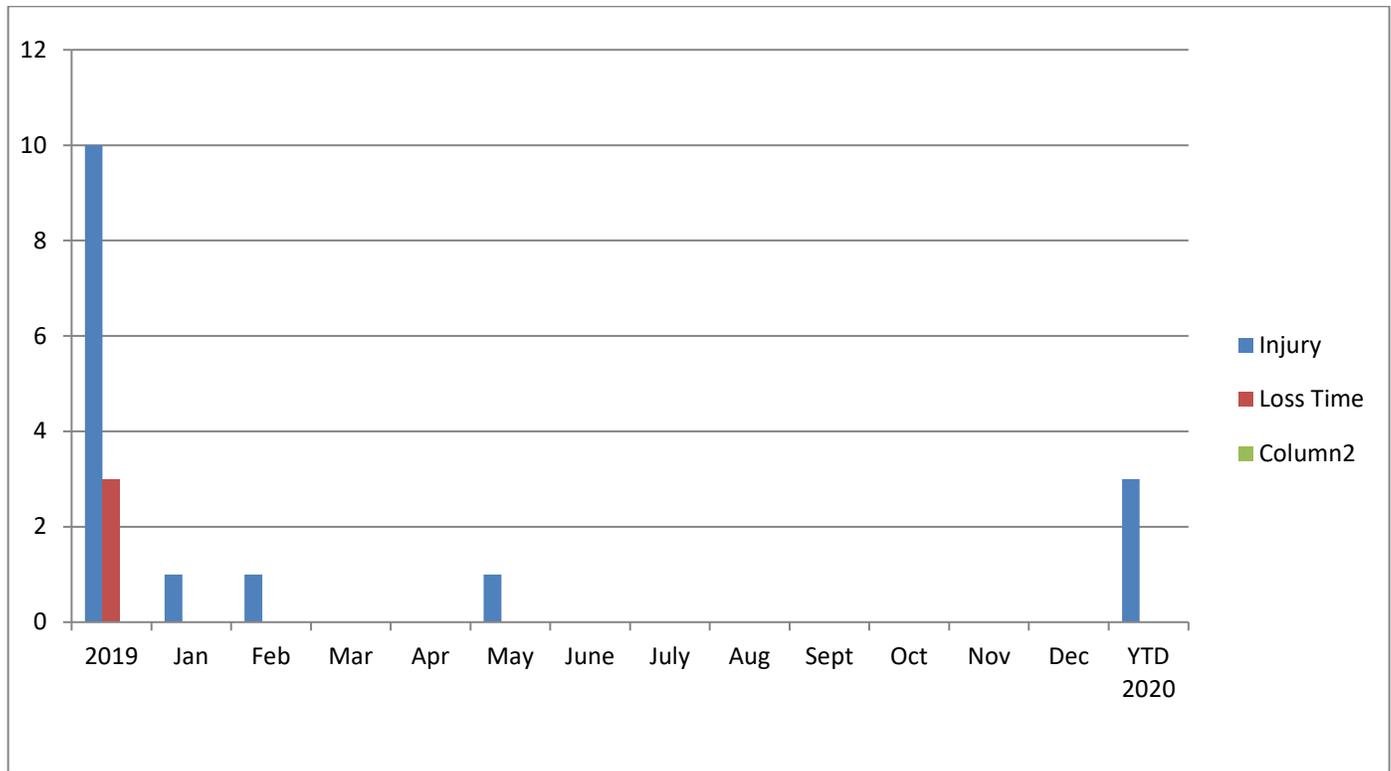


**Unemployment Claims:** One unemployment claim has been received to date with 2 claims filed.



**Workers Compensation**

There was one workplace injury during May with no loss time. Employee was not at fault.



# GARDEN CITY PERSONNEL DATA SUMMARY

Data as of 5/31/20

## HIRED 2020

<u>Job Title</u>	<u>Hire Date</u>
FIREFIGHTER	2/7/2020
FIREFIGHTER	2/7/2020
FIREFIGHTER	2/7/2020
CODE ENFORCEMENT OFFICER	2/14/2020
FIRE MARSHALL	2/24/2020
POLICE RECRUIT	3/16/2020
POLICE RECRUIT	3/16/2020

***Total New Employee Hires in FY2020 = 7***

## TERMED 2020

<u>Job Title</u>	<u>Term Date</u>	<u>Reason</u>
SPECIAL PROJECTS COOR.	1/2/2019	RESIGNED
FIREFIGHTER	2/2/2020	RESIGNED
FIREFIGHTER	2/4/2020	RESIGNED
POLICE OFFICER	2/7/2020	RESIGNED
MECHANIC	2/13/2020	PERM LAY OFF
CODE ENFORCEMENT OFFICER	2/14/2020	RETIRED
CODE ENFORCEMENT OFFICER	3/23/2020	RESIGNED
DETECTIVE	4/3/2020	RESIGNED
EXECUTIVE ASST., PD	4/24/2020	RETIRED
POLICE RECRUIT	5/27/2020	RESIGNED

***Total Employees Termed or Separated in FY2020 = 9***

## FURLOUGHED/TEMPORARY LAY-OFF 2020

<u>Job Title</u>	<u>Lay-off date</u>
PART-TIME RECREATION AIDE	3/30/2020 (Status is INACTIVE)

***Total Employees Furloughed in FY2020 = 1***

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 6/1/2020**

**SUBJECT: *Technology Department Report for the Month of May 2020***

**Report in Brief**

The Technology and Building Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman  
Title                      Director of Information Technology

Reviewed by: \_\_\_\_\_  
Title                      \_\_\_\_\_

\_\_\_\_\_  
Ron Feldner, City Manager

Attachment(s)

## **Technology Report**

- Working on updating the Garden City website.
- Installed new phone system at Fire Station two.
- Purchased four laptops, three for the Police and one for Public Works.
- Deploying new body cameras and docking stations.
- Performed normal maintenance on the servers.

## **Social Media**

- Currently we have 1243 followers on Facebook and 503 followers on twitter.
- Please visit our website for the latest on COVID-19.

## **Building Maintenance**

- Repainted the iron work at City Hall.
- Quarterly maintenance on City Hall's HVAC was performed.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**  
*Parks & Recreation*

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: May 27<sup>th</sup>, 2020**

**SUBJECT: *Parks & Recreation 2020 May Report***

**Report in Brief**

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

**For all of us, young and old, regular physical activity needs to remain an important part of our lifestyle and is an important strategy for staying healthy. Physical activity fosters normal growth and development and can make people feel better, function better, sleep better and reduce the risk of a large number of chronic diseases.**

**During this pandemic please practice social distancing while staying physically active.**

The operations detail contained in this report is for the Month of May 2020 and all related information is current as of May 27, 2020.

Prepared by: Cliff Ducey  
Title Parks & Recreation Director

Reviewed by: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Ron Feldner, City Manager

Attachment(s)

**Parks & Recreation Department  
Status Report  
Summary - May 2020**

**Adult/Youth/Sports Programs & Community Relations Activities/Events**

**Currently most of the Garden City Recreational facilities are temporarily closed to the public due to the COVID-19 Pandemic.**

***We will open these facilities when the Governor and state and local authorities determine it is safe. We anticipate that there will be additional guidelines to work with once we do open our recreation facilities again.***

**Adult Programs**

**Senior Center –Closed to the Public until further notice**

- 1. Since March 17<sup>th</sup> we have been dropping off a goodie bag every Tuesday for our seniors. Sr. Center staff delivers to an average of 50 seniors that normally attend the Garden City Senior Center.
- 2. The seniors have been receiving a newsletter with their bag. This newsletter contains games, suggestions for reading, a list of different virtual tours, ect., and a letter for encouragement from Judy!
- 3. Judy continues to make telephone calls to check on the seniors whom live alone.
- 4. We have also offered to pick up groceries and prescriptions if needed.
- 5. We also make sure the seniors have face masks.

**Youth Programs**

**Cooper Center–Building closed to the Public**

Starting June 1<sup>st</sup> we will start back up our Kids Café at the Cooper Center for school age kids. We will provide free Breakfast and lunch Monday through Friday 11am 12noon. The only change from previous years is that we will set up **outside under a 10x10 pop up tent for Grab and Go boxes only.**

**The Garden City Cooper Center is currently closed to the public due to the COVID-19 Pandemic.**

***We will open these facilities when the Governor and state and local authorities determine it is safe. We anticipate that there will be additional guidelines to work with once we do open our recreation facilities again.***

# Free Grab & Go Meals for Children

June 1st Cooper Center Kids Café 11AM-12N site#1



Free Grab & Go breakfasts and lunches will be distributed by the City of Garden City Parks & Recreation Department, beginning Monday, June 1<sup>st</sup>. The meal distribution is in partnership with America's Second Harvest of Coastal Georgia and is for children up to age 18.

Meals will be served from 11 a.m. to noon, Monday through Friday in front of Cooper Center 700 Davis Street Garden City GA.

The meals will be “drive by or walk up. Kids must be present to receive meals.



## **Sports Programs/Activities**

Bazemore Park Reopening Schedule: Garden City is currently operating under a local Emergency Declaration (ED) dated May 16, 2020 that references specific provisions as put forth in Executive Orders enacted by Governor Kemp in recent weeks to mitigate the spread of COVID-19 within the State and our City. The provisions in the City's ED are set to expire at 11:59 pm on June 12, 2020. **As such, the preliminary reopening schedule for Garden City's Bazemore Park Complex is 8:00 am on June 13, 2020** at this time. This preliminary schedule is subject as a result of any future Executive Orders issued by Governor Kemp and the associated restrictions that could be a part of such an Executive Order. Please check the Garden City website and follow our social media for updates.

### **Park Maintenance:**

We are in the growing season!

All Garden City Parks, Garden City Stadium and baseball fields are being maintained as usual by our Parks and Recreation maintenance staff.

## **Summer Day Camp...*"Camp Eagle"* Canceled for 2020**

**The Garden City Gym is currently closed to the public due to the COVID-19 Pandemic.** However; starting June 15<sup>th</sup> we will start site #2 of our Kids Café outside the Garden City Gym. We will provide free Breakfast and lunch Monday through Friday 11am -12noon. We will set up **outside under a 10 x 10 pop up tent for Grab and Go boxes only.**

***We will open the Gym when the Governor and state and local authorities determine it is safe. We anticipate that there will be additional guidelines to work with once we do open our recreation facilities again***

# Free Grab & Go Meals for Children

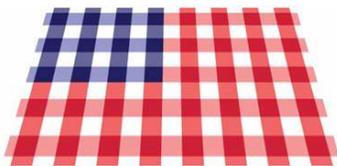
June 15th Garden City Gym Kids Café 11AM-12N site#2



Free Grab & Go breakfasts and lunches will be distributed by the City of Garden City Parks & Recreation Department, beginning Monday, June 15<sup>th</sup>. The meal distribution is in partnership with America's Second Harvest of Coastal Georgia and is for children up to age 18.

Meals will be served from 11 a.m. to noon, Monday through Friday in front of Garden City Gym (Parking lot) 160 B. Priscilla D. Thomas Way Garden City GA.

The meals will be “drive by or walk up. Kids must be present to receive meals.



**America's Second Harvest**  
of Coastal Georgia



G A R D E N C I T Y  
P A R K S & R E C R E A T I O N

# Memo

**To:** Mayor & City Council Members  
**From:** Finance Director / Clerk of Council  
**cc:** City Manager  
**Date:** May 29, 2020  
**Re:** Millage Rate for Tax Year 2020

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We have examined the consolidation and rollback data provided by the Chatham County Board of Assessors for the Garden City tax district for tax year 2020. Based on an increase of the total taxable and assessed value on the annual tax digest, the County has rolled back the rollback millage rate from 3.690 to 3.619 for tax year 2020, which results in a decrease in the rollback rate of (0.071) mills.

Based on the rollback millage rate of 3.619, the estimated City taxes to be levied for tax year 2020 totals \$1,756,423, which is an increase of \$90,388 above the total taxes levied of \$1,666,035 in 2019.

I have attached a copy of the Millage Rate Rollback Calculation Form for 2020 along with a copy of the Notice of the City's Current 2020 Tax Digest and Five-Year History of Levy advertisement for your reference.

Advertising of the City's Current 2020 Tax Digest and Five-Year History of Levy is scheduled to run in the Savannah Morning Newspaper on June 3<sup>rd</sup> and the resolution to set the current year's millage rate is scheduled to go before City Council for adoption at the June 15<sup>th</sup> council meeting.

If you have any questions, please let me know.

**COMPUTATION OF MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES FOR YEAR 2020**

COUNTY

TAXING JURISDICTION

**INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED**

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2019 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2020 DIGEST
REAL	312,940,181	11,810,468	3,574,240	328,324,889
PERSONAL	164,487,497		20,074,677	184,562,174
MOTOR VEHICLES	6,313,200		-354,450	5,958,750
MOBILE HOMES	5,175,408		-325,960	4,849,448
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	2,139,194		751,997	2,891,191
<b>GROSS DIGEST</b>	<b>491,055,480</b>	<b>11,810,468</b>	<b>23,720,504</b>	<b>526,586,452</b>
EXEMPTIONS	39,555,493	2,427,796	-730,600	41,252,689
NET DIGEST	451,499,987	9,382,672	24,451,104	485,333,763
FLPA Reimbursement Value	-		0	-
Adjusted NET DIGEST	451,499,987	9,382,672	24,451,104	485,333,763
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2019 MILLAGE RATE &gt;&gt;&gt;</b>	3.690	<b>2020 PROPOSED MILLAGE RATE &gt;&gt;&gt;</b>		3.690

**THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2019 Net Digest	PYD	451,499,987	
Net Value Added-Reassessment of Existing Real Property	RVA	9,382,672	
Other Net Changes to Taxable Digest	NAG	24,451,104	
2020 Net Digest	CYD	485,333,763	<b>(PYD+RVA+NAG)</b>
2019 Millage Rate	PYM	3.690	
Millage Equivalent of Reassessed Value Added	ME	0.071	<b>(RVA/CYD) * PYM</b>
Rollback Millage Rate for 2020	RR	3.619	<b>PYM - ME</b>

**COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds the Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	<b>Rollback Millage Rate</b>	3.619
	<b>2020 Millage Rate</b>	3.619
	<b>Percentage Increase</b>	0.00%

### NOTICE

The Garden City Council does hereby announce that the millage rate will be set at the City Council meeting to be held at the Garden City, Georgia, City Hall on June 15, 2020 at 6:00 p.m. and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

#### CURRENT 2020 TAX DIGEST AND FIVE-YEAR HISTORY OF LEVY

CITY WIDE	2015	2016	2017	2018	2019	2020
Real & Personal	384,397,941	386,632,993	408,030,988	451,222,118	477,427,678	512,887,063
Motor Vehicles	16,776,140	12,951,250	9,425,160	7,470,440	6,313,200	5,958,750
Mobile Homes	5,646,194	5,235,004	5,377,684	5,078,804	5,175,408	4,849,448
Timber - 100%	79,027	-	-	-	-	-
Heavy Duty Equipment	1,700,145	1,825,029	266,285	2,463,166	2,139,194	2,891,191
Gross Digest	408,599,447	406,644,276	423,100,117	466,234,528	491,055,480	526,586,452
Less M & O Exemptions	39,526,795	38,232,614	38,420,522	38,426,727	39,555,493	41,252,689
Net M & O Digest	369,072,652	368,411,662	384,679,595	427,807,801	451,499,987	485,333,763
State Forest Land Assistance Grant Value	-	-	-	-	-	-
Adjusted Net M&O Digest	369,072,652	368,411,662	384,679,595	427,807,801	451,499,987	485,333,763
Gross M & O Millage Rate	11.490	11.448	11.785	11.572	10.666	11.960
Less Millage Rate Rollbacks	7.607	7.565	7.929	7.816	6.976	8.341
Net M & O Millage	3.883	3.883	3.856	3.756	3.690	3.619
Total City Taxes Levied	\$1,433,109	\$1,430,542	\$1,483,325	\$1,606,846	1,666,035	1,756,423
Net Taxes \$ Increase (Decrease)	\$50,914	(\$2,567)	\$52,783	\$123,521	\$59,189	\$90,388
Net Taxes % Increase (Decrease)	3.55%	(-0.18%)	3.56%	7.69%	3.68%	5.43%

**A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, TO  
ENTER INTO A DEVELOPMENT AGREEMENT WITH CENTERPOINT  
GARDEN CITY, LLC, FOR THE DEVELOPMENT OF A 72.81 ACRE TRACT  
ON THE EAST SIDE OF DEAN FOREST ROAD APPROXIMATELY 900 FEET  
NORTH OF SONNY PERDUE DRIVE; TO AUTHORIZE THE CITY'S CITY  
MANAGER TO EXECUTE AN AGREEMENT FOR SAID DEVELOPMENT;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, CenterPoint Garden City, LLC, a Georgia limited liability company (the Developer”), has entered a Purchase and Sale Agreement with Chatham County, Georgia, for the purchase of a 72.81 acre tract located on the East side of Dean Forest Road approximately 900 feet North of Sonny Perdue Drive in Garden City, Georgia, known as Tract A of the former Solomon Kahn Property, having a Tax Parcel Number of 60986 01005, and being more particularly described in a plat of survey dated February 16, 2010, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 44-P, Page 58, a copy of which is attached hereto as Exhibit “A” (the “Property”); and,

**WHEREAS**, the Developer desires to construct a 325,000 square foot Class A Warehouse on the Property to be operated in conjunction with its existing industrial park at the intersection of Sonny Perdue Drive and Dean Forest Road, but wants to ensure that its development of the Property will be afforded the necessary water and sewer services; and,

**WHEREAS**, the Developer and the City have had negotiations relative to the manner and method by which the Developer will extend the necessary water and sewer improvements lying within the Sonny Perdue right-of-way (ROW) westward to Dean Forest Road and then northward across Pipemakers Canal to accommodate the Property as well as adjacent and nearby industrial properties on the eastern side of Dean Forest Road; and,

**WHEREAS**, the Developer and the City have had additional negotiations relative to the manner and method by which the Developer will landscape the Property with a focus on aesthetics and visually screening the industrial improvements from adjacent properties; and,

**WHEREAS**, the City finds development agreements as an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

**WHEREAS**, in order to accomplish the above-stated purposes, the City and the Developer have negotiated an agreement (the “Agreement”) for the purpose of setting forth their respective commitments related to supplying the Property with water and sewer service, and agreeing upon a landscaping plan for the Property, a copy of said Agreement being attached hereto as Exhibit “B”; and,

**WHEREAS**, the Agreement obligates the Developer to: (1) pay for all costs to extend the water and sewer infrastructure eastward within the Sonny Perdue Drive ROW and then northward to the Property including, but not limited to, all design, engineering, and construction costs; (2) dedicate to the City the portion of the newly constructed water line extension lying within the Sonny Perdue ROW and provide the City a one-year warranty for any faulty workmanship and/or defective materials; (3) maintain, repair, and replace, if necessary, any

newly constructed water infrastructure installed outside of the ROW as well as all of the newly constructed sewerage improvements up to their connection point with the public sewer system; (4) provide utility easements to adjacent properties to facilitate future water connections; (5) pay the City's utility connection fees for the Property on a per residential equivalent unit (REU) basis; and, (6) implement a landscaping plan in general conformance with the plan attached to the Agreement as Exhibit "C" which provides for 120 bald cypress trees and over 6,000 ornamental grasses to be planted around the Property in order to blend the proposed warehouse into the environment, to reduce the perceived overall height of the warehouse, and to screen the industrial improvements on the Property from neighboring parcels; and,

**WHEREAS**, in return for the Developer's stated commitments set forth in the Agreement, the City has agreed to: (1) accept the Developer's dedication of the portion of the newly constructed water main extension lying within the Sonny Perdue Drive ROW and provide for the future maintenance, repair, and replacement of same together with the existing water infrastructure lying within said ROW, which it owns and already maintains and repairs; (2) provide water service to the Property through the water lines which the Developer is constructing from Sonny Perdue Drive to the Property; and, (3) accept the Developer's sewage generated by the Property for treatment via the Developer's privately maintained force main to be constructed within Sonny Perdue Drive and which will connect to a City manhole for conveyance to the City's waste treatment plant; and,

**WHEREAS**, the Mayor and Council deems it in the best interests of the City to approve the Development Agreement subject to whatever fine-tuning of terms the City Manager and the City Attorney deem necessary, and to further authorize the City Manager to execute the final draft of the Agreement and administer the performance of same on the City's behalf;

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AND IT IS HEREBY RESOLVED** that the Development Agreement attached hereto as Exhibit "B" is hereby approved subject to whatever fine-tuning of terms the City Manager and City Attorney deem necessary, and the City Manager is hereby authorized to (a) execute same on behalf of the City; (b) execute and deliver any and all documents or agreements reasonably required to consummate the transactions outlined therein; and, (c) do and perform any and all further acts and things which the City Manager shall deem necessary or appropriate in his discretion to effectuate the terms thereof.

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 1st day of June, 2020.

\_\_\_\_\_  
RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 1st day of June, 2020.

\_\_\_\_\_  
DON BETHUNE, Mayor



13 11:12:46

**STATEMENT OF DEDICATION:**  
 THIS IS TO CERTIFY THAT THE CHATHAM COUNTY BOARD OF COMMISSIONERS IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND THAT THE SAME IS HEREBY DEDICATED FOR THE USE AND BENEFIT OF THE PUBLIC AS NOTED HEREIN.

*Pete Lubali* 7-1-10  
 PETE LUBALI - CHAIRMAN

**STATEMENT OF APPROVAL:**  
 I, JAMES M. ANDERSON, CITY MANAGER, DO HEREBY APPROVE THE DEDICATION OF THE PROPERTY DESCRIBED HEREIN FOR THE USE AND BENEFIT OF THE PUBLIC AS NOTED HEREIN.

*James M. Anderson* 2-16-10  
 JAMES M. ANDERSON - CITY MANAGER

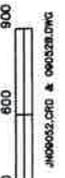
**SURVEYOR'S CERTIFICATE:**  
 I, JAMES M. ANDERSON, A PROFESSIONAL SURVEYOR, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION AND BELIEFS CONTAINED HEREIN ARE TRUE AND CORRECT AND WERE MADE ON THE GROUND ON THE DATE SHOWN.

*James M. Anderson* 2-16-10  
 JAMES M. ANDERSON - SURVEYOR

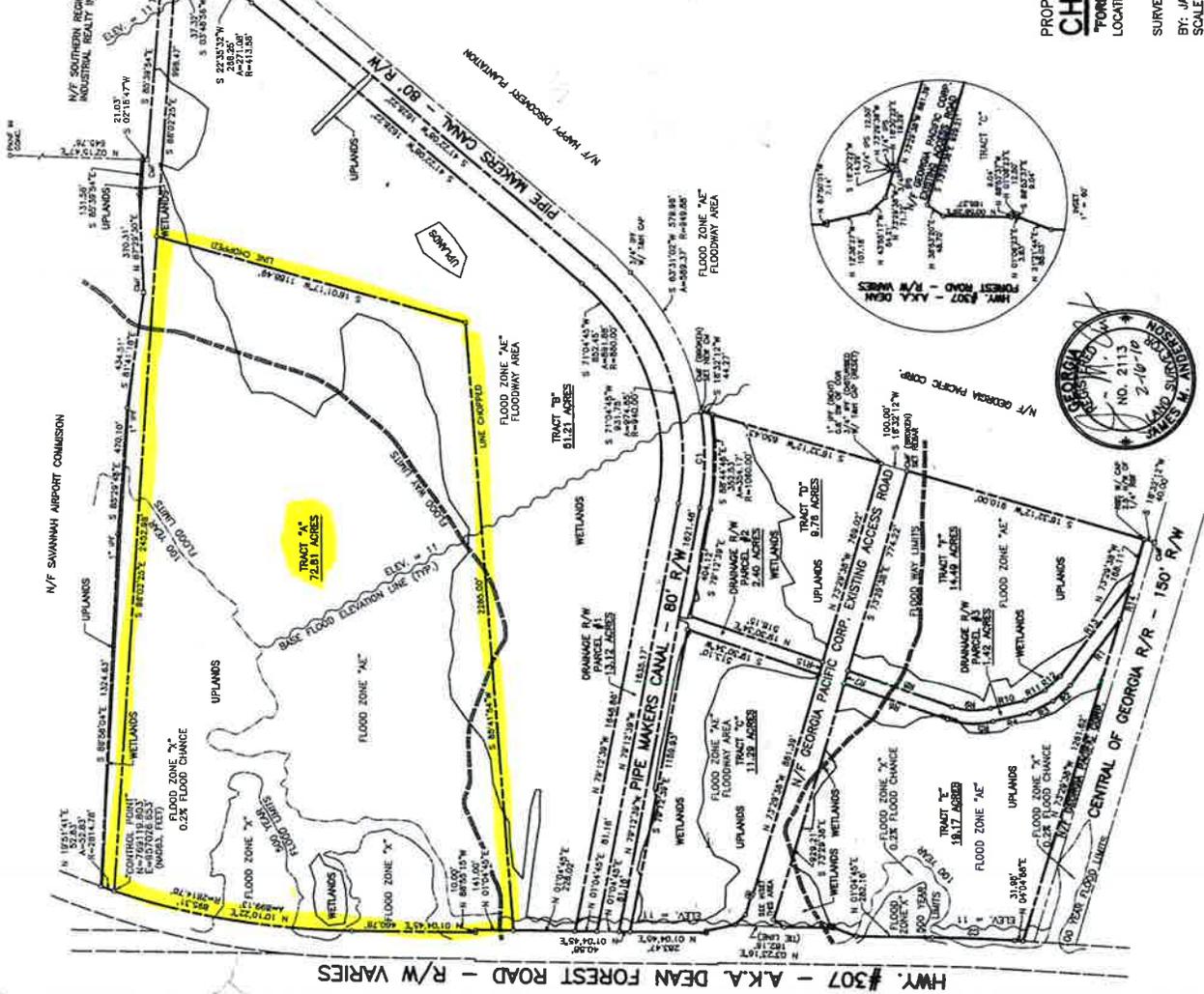
**PROPERTY SURVEY FOR:**  
**CHATHAM COUNTY**

FORMERLY SOLOMON KAHN PROPERTY  
 LOCATION: 8TH C.M.D. CHATHAM CO., GA.  
 CITY OF GARDEN CITY

SURVEYED: FEBRUARY 16, 2010  
 BY: JAMES M. ANDERSON-GA. R.L.S. 2113

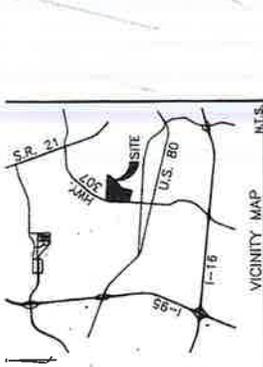


44P-P4 SB



THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE SURVEYING AND MAPPING ACT OF GEORGIA.

*James M. Anderson*



- NOTES:**
- E.O.C. - 1" IN 2770'S, MAX. 1" IN 7021'S MIN.
  - PLAT E.O.C. EXCEEDS 1" IN 10000'
  - ANGULAR ERROR - 0.1" PER POINT MIN., 0.7" PER POINT MAX.
  - CONNECTION ERROR - 0.1" PER POINT MIN., 0.7" PER POINT MAX.
  - EQUIPMENT USED: 1.00" STEEL TAPE
  - NO N.G.S. MON. FND. WITHIN 500' OF E.O.C.
  - ALL CORNERS ARE 1/2" RE-BARS CAPPED WITH PLASTIC CAPS
  - OTHERWISE NOTED ON REGISTRATION INFORMATION UNLESS OTHERWISE NOTED
  - BASED ON MY OBSERVATION A PORTION OF THESE TRACTS ARE DETERMINED BY FEMA FLOOD INSURANCE RATE MAPS DATED 12/01/07 & 12/01/07 AS WELL AS FLOOD INSURANCE RATE MAPS DATED 12/01/07 & 12/01/07 BOTH WITH EFFECTIVE DATES OF 12/01/07
  - MINIMUM BUILDING SETBACKS:
  - FRONT: \_\_\_\_\_
  - REAR: \_\_\_\_\_
  - REFERENCE PLATS: \_\_\_\_\_
  - A. PAGE 1 OF 105
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  - XW. 4TH PAGE 9
  - XX. 4TH PAGE 9
  - XY. 4TH PAGE 9
  - XZ. 4TH PAGE 9
  - YA. 4TH PAGE 9
  - YB. 4TH PAGE 9
  - YC. 4TH PAGE 9
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  - ZV. 4TH PAGE 9
  - ZW. 4TH PAGE 9
  - ZX. 4TH PAGE 9
  - ZY. 4TH PAGE 9
  - ZZ. 4TH PAGE 9

- LEGEND**
- FLOODWAY LIMITS
  - 100 YEAR FLOOD LIMITS
  - 500 YEAR FLOOD LIMITS
  - BASE FLOOD ELEVATION LINE
  - WETLAND LIMITS

**R/W PARCEL CHART**

COURSE	BEARING	DISTANCE
1	N 89° 54' 12" W	100.00
2	S 89° 54' 12" E	100.00
3	N 00° 00' 00" E	100.00
4	S 00° 00' 00" W	100.00
5	N 89° 54' 12" W	100.00
6	S 89° 54' 12" E	100.00
7	N 00° 00' 00" E	100.00
8	S 00° 00' 00" W	100.00
9	N 89° 54' 12" W	100.00
10	S 89° 54' 12" E	100.00
11	N 00° 00' 00" E	100.00
12	S 00° 00' 00" W	100.00
13	N 89° 54'	

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into this the \_\_\_ day of June, 2020, by and between CENTERPOINT GARDEN CITY, LLC, a Delaware limited liability company, hereinafter referred to as the “Developer”, and GARDEN CITY, GEORGIA, a Georgia municipal corporation, hereinafter referred to as the “City” (each being referred to as a “**Party**” to the Agreement).

### RECITALS

**WHEREAS**, Developer has entered into a Purchase and Sale Agreement (“**Sales Contract**”) with the Board of Commissioners of Chatham County, dated January 17, 2020, with respect to the purchase and sale of a parcel of real estate described as approximately 72.81 acres of land identified as Tract A on that certain plat dated February 16, 2010, prepared James M. Anderson, Georgia Registered Land Surveyor No. 2113, entitled “Formerly Solomon Kahn Property,” and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 44-P, Page 58, said parcel being assigned a Property Identification Number of 60986 01005 by the Chatham County, Georgia, Assessor’s Office, and being depicted in the attached **Exhibit “A”** which is incorporated herein and made a part hereof; and,

**WHEREAS**, Developer desires to develop Tract A (“**the Property**”) for industrial warehousing purposes in compliance with the laws and regulations of the City, and further desires to ensure that its development of the Property will be afforded the necessary water, sewer, road, and road intersection improvements; and,

**WHEREAS**, Developer and the City desire to presently arrive at an agreement relative to the manner and method by which the City’s water and sewer utility system improvements will be constructed to accommodate the Property; and,

**WHEREAS**, the City finds development agreements as an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area; and,

**WHEREAS**, in order to accomplish the above-stated purposes, the parties desire to enter into this Agreement for the purpose of setting forth their respective commitments with respect to contributing to the design and construction of the above-mentioned public improvements for the industrial development of the Property;

**NOW THEREFORE**, for and in consideration of the above-stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereby contract, covenant and agree as follows:

## ARTICLE 1

### PURPOSE, AUTHORITY, TERM AND BENEFITS

1.01 Authority. Authority for Developer and the City to enter into this Agreement exists under Section 1.12 (39) of the City Charter. The approval of this Agreement is subject to and contingent upon the compliance of the Property with all land use and development standards and requirements set forth in the City Code.

1.02 Project Defined. The Developer's Project to be benefited by this Agreement includes an industrial warehousing development which may or may not include the subdivision or recombination of real property, the construction of off-site and on-site water and sewer utilities and road infrastructure improvements for which the public components of this infrastructure shall be dedicated and conveyed to, and accepted by, the City; and other infrastructure adequate for the development of the Project consistent with this Agreement (the "**Kahn Project**").

1.03 Benefits. This Agreement provides the City's commitment as to the timely review of the Developer's construction plans associated with the installation/construction of water/sewer and road infrastructure for the Property pursuant to the terms and conditions specified herein as well as other considerations related to the Property as outlined herein. The City's execution of this Agreement constitutes a valid and binding obligation of the City under the laws of the State of Georgia. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.04 Term. The term of the Agreement will commence on the date Developer acquires title to the Property and delivers a copy of the recorded deed to the City (the "**Commencement Date**") whereupon the Agreement shall bind the Parties and run with the Property. If Developer sends the City a notice indicating that it terminated the Sales Contract, this Agreement will be null and void, with neither party having any rights or obligation with respect to the other party under this Agreement with the exception of any items otherwise described herein as obligations that survive the termination of this Agreement, if any.

1.05 Control of Development. Developer intends to develop the Property in a manner which results in the enhancement of the tax base of the City. Notwithstanding any provision of the City Code to the contrary, the timing and sequences of the development of the Property will be based on market demand and conditions and will be completed as and when Developer, in its sole discretion, determines it to be economically feasible.

## ARTICLE 2

### DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as may be provided in this Agreement, all development applications and development related activities of the Property will comply with the applicable City Code provisions.

## ARTICLE 3

### WATER AND WASTEWATER SERVICES

#### 3.01 Conditions for Connections by the Property to the City Utility Systems.

(a) The Parties acknowledge that as of the Effective Date, the City cannot deliver water and wastewater services to the Property unless certain agreed upon off-site and on-site water and wastewater improvements are completed by the Developer as described herein (the “Work”). Furthermore, the Developer shall be required to pay for all of the design and construction costs associated with the Work as described below. The Work shall be performed by Developer in accordance with City-approved plans and specifications prepared by firms employed by the Developer.

(b) The Work shall consist of the extension of water and sewer utilities running to Sonny Perdue Drive from the Property by way of certain sanitary sewer and water easements running South of the Property along Dean Forest Road and within the western boundary line of certain properties owned by (i) the Board of Commissioners of Chatham County, Georgia (Tract B of the former Solomon Kahn Property shown in Plat Book 44-P, Page 58, Chatham County, Georgia, Deed Records; Chatham County, Georgia, Property Identification No. 60986 01006) (the “County Water and Sewer Easements”) and (ii) Sonny Perdue LC, LLC (Tract C of the former Solomon Kahn Property shown in the above-mentioned Plat; Chatham County, Georgia, Property Identification No. 60924 05013) (the “SPLC Water and Sewer Easements”). The Work shall be performed by Developer in accordance with the “Specific Development Plans of Building #1 and Container Yard” prepared by Thomas & Hutton dated May 1, 2020. The final approved plans for construction are attached as **Exhibit “B”** and **Exhibit “B1”** which is incorporated herein and made a part hereof.

(c) In funding all design and construction costs associated with its performance of the Work, the Developer shall use traditional financing sources with the understanding that the City will not contribute funding for any design and construction tasks described herein. At the Developer’s sole cost, their designated design engineer (Thomas & Hutton) shall perform all inspections in connection with Developer’s performance of the Work to ensure conformance with all applicable building codes and regulations including, but not limited to, the City’s requirements regarding utility location, size and depth of utility lines, capacity and arrangement of any sewer conveyance systems (lines, pumps, mains, etc.), and the overall quality of construction. Developer shall provide to the City a statement from its designated engineer certifying that to the best of their knowledge, information and belief the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, and lift station equipment and any other related materials and work meet the City’s applicable specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, and compaction.

(d) Upon completion of the water utility line facilities constituting the Work in accordance with the City’s design and construction standards, the approximately 1,753 linear feet of 16-inch water main constructed within the private right of way of Sonny Perdue Drive will be

dedicated to the City, and the City will accept ownership responsibility via formal acceptance by the City Council for the maintenance and operation thereof. As a precondition for such dedication, the Developer shall execute (1) a bill of sale conveying to the City title to the newly constructed water utility facilities within the Sonny Perdue right-of-way, (2) an easement granting to the City the right to maintain, operate, repair, and replace the water utility facilities in, under, upon, over, and through the said Sonny Perdue right-of-way, and (3) whatever other documents the City may reasonably request as necessary to consummate the dedication contemplated by this Agreement. All such documents shall be prepared by the City in a form reasonably acceptable to the Developer. Notwithstanding the City's acceptance of the dedication of the newly constructed water utility facilities within the Sonny Perdue right-of-way upon the completion of same, the Developer shall, at its sole cost and expense, remedy any faulty workmanship or defective materials, and pay for any damage caused by such defects, for a period of one (1) year from the date of the City's acceptance of the dedication. The balance of the water and sewer utility line facilities constituting the Work which is constructed and located outside the right-of way of Sonny Perdue Drive (i.e., within the County and SPLC Water and Sewer Easements and on the Property) shall remain the Developer's private property for which solely the Developer, and not the City, shall have the duty to maintain, repair, or replace as needed.

(e) The City will provide water supply through the dedicated and private water utility facilities subject to all environmental standards imposed by any regulatory authority or City ordinance. The City will also accept the Developer's sewage for treatment subject to all environmental standards imposed by any regulatory authority or City Ordinance via the Developer's privately maintained force main to be constructed within the private right of way of Sonny Perdue Drive and which will connect to a City manhole for conveyance to the City's publicly owned treatment works (POTW). The Developer shall make reasonable accommodations on its final plat via dedicated utility easements to facilitate future connection of adjacent parcels to the City water facilities subject to the City's approval. With the exception of the land whereon the County and SPLC Water and Sewer Easements are located, Developer shall not extend the water or sewer lines beyond the boundaries of the Property unless otherwise approved upon in writing by the City.

(f) Developer shall hold the City harmless for any claims and damages due to its work associated with the tie-on to the City's water and sewer lines other than claims and damages resulting from the City's own negligence or intentional misconduct.

3.02 Service Fees for Utilities Furnished to Property. The Developer shall pay the City connection fees for the Kahn Project on a per residential equivalent unit (REU) basis for water and sewer service provided by Garden City since no Garden City utility sewer system interconnect(s), or other infrastructure benefits, will be realized by the City in association with utility installations for the Property.

## ARTICLE 4

### LANDSCAPING PLAN

4.01 Landscaping. In lieu of meeting all the requirements set forth in Chapter 90, Article VIII, of the City Code entitled “Tree Protection and Landscaping,” the Developer has prepared that certain Landscaping Plan found within the permit set, entitled the “Specific Development Plans of Building #1 and Container Yard.” The Landscaping Plan was prepared with a specific focus on the aesthetics and visual screening of the Property when viewed from Dean Forest Road. The plan focuses on landscaping the area around the two ponds that are between Dean Forest Road and the Property. Specifically, over 120 bald cypress and over six thousand ornamental grasses and shrubs shall be planted around the Property. Similarly, the two corners and the side of the building that faces Dean Forest Road will have extensive plantings on them to tie the building to the landscape and reduce the perceived overall height of the structure. In addition to these plantings, the plan shows an extensive tree save area between the proposed container yard and Dean Forest Road that will further screen views from the West into the Property. The Developer shall landscape the Property in general conformance with the attached **Exhibit “C”** which is incorporated herein and made a part hereof.

## ARTICLE 5

### ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Assignment of Developer Rights. Developer may assign in whole or part its right and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer’s rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of its obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

5.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of the Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

5.03 Agreement Binding on Assigns. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**ARTICLE 6**  
**DEFAULT AND NOTICE**

6.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party ten (10) days from the receipt of the notice to cure the default.

6.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies including lost profits, delay damages or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause, whatsoever, provided, however, Developer may enforce this Agreement through specific enforcement if available. Whether in contract or tort or otherwise, City agrees to waive all claims to damages and other remedies including lost profits, delay damages or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause, whatsoever, provided, however, City may enforce this Agreement through specific enforcement if available.

6.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except that the City is not waiving its right to sovereign immunity outside of enforcement of this Agreement and subject to the remedies herein nor may this paragraph 6.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.04 Litigation. In the event of any third-party lawsuit or other claim contesting the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such lawsuit is expressly conditioned on budgetary appropriations for such action by the Mayor and Council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

6.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery services, e-mail or hand-delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Developer or the City, as the case may be, at the following addresses; or (iii) one (1) business day after being sent by e-mail.

Any notice mailed to the City shall be addressed:

Garden City, Georgia  
Attention: Ron Feldner, City Manager  
Garden City City Hall  
100 Central Avenue  
Garden City, Georgia 31405  
Email: rfeldner@gardencity-ga.gov

Any notice mailed to Developer shall be addressed:

CenterPoint Properties Trust.  
Attention: Michael P. Murphy, Chief Development Officer  
1808 Swift Drive  
Oak Brook, IL 60523  
Email: mmurphy@centerpoint.com

Any Party may change the address for notice to it by giving notice of such change in accordance with provisions of this paragraph.

## ARTICLE 7

### PROPERTY AND MORTGAGEE OBLIGATIONS

7.01 Mortgagee Acceptance. Developer shall assure that any mortgage financing obtained for the Property and its project includes a provision that obligates the mortgagee to continue this Agreement in full force and effect subject to its terms and provisions in the event of a foreclosure or other action by such mortgagee, with a good and sufficient subordination provisions, and any such mortgagee shall be deemed to have taken a surety interest in the Property with notice and subject to this Agreement. Developer shall provide the City with an executed copy of a subordination agreement that is consistent with the requirements of this Agreement.

7.02 Mortgagee Protection. This Agreement shall not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust, or other instrument to secure financing for the Property, subject to the terms and provisions of paragraph 7.01. The City understands that a lender providing financing of the development of the Property (“**Lender**”) may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse to cooperate with Developer and its Lender’s representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) Neither entering into this Agreement, nor any breach of this Agreement, will result in the imposition of any lien or encumbrance upon all of any portion of the Property.

(b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the address provided in paragraph 6.05, provide the Lender with a copy

of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults, or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to the Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

7.03 Certificate of Compliance. Within fifteen (15) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) This Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) There are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and,

(c) Any other information that may be reasonably requested. The City Manager will be authorized to execute any requested certificate on behalf of the City.

## ARTICLE 8

### MISCELLANEOUS

8.01 Multiple Originals. The parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

8.02 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

8.03 Recordation. A copy of this Agreement will be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, upon the mutual consent of the Parties.

8.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Chatham County, Georgia.

8.05 Termination or Amendment by Agreement. This Agreement may only be amended or terminated as to any or all of the Property at any time by mutual written consent of the City and Developer, except that Developer may terminate this Agreement by sending the City a notice of

termination prior to closing upon its purchase of the Property (as defined in the Sales Contract), or may be terminated or amended only as to a portion of the Property by the mutual consent of the City and Developer of only the portion of the Property affected by the amendment or termination. Upon termination, the City and the Developer shall execute a written termination of this Agreement which shall be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in the event that the Agreement itself has been previously recorded in said Office.

8.06 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

8.07 No Impact Fees. Developer, its successors and assigns, agree that the various fees pertaining to project cost recovery and other fees contained in this Agreement are not Development Impact Fees as that term is defined in O.C.G.A. § 36-71-2(8) and that in imposing these fees, the City is not required to comply with the requirements of O.C.G.A. § 36-71-1 through 36-71-13. As part of the consideration for this Agreement, Developer hereby waives any claim whatsoever that any payment under this Agreement is a development impact fee.

8.08 Use of City Property and Easements. The City hereby consents, at no cost to Developer, to the use of any and all appropriate and available City rights-of-way, sites or easements that may be reasonably necessary to construct a Developer utility or road improvement, or for Developer to perform its obligations under this Agreement; provided, however, that the City's consent is subject to City approval of the location of the Developer improvement within the rights-of-way and easements and avoidance of utility facilities existing in such rights-of-way and easements.

8.09. Intentionally Omitted.

8.10 Compliance with Laws. Developer shall comply with all existing and future ordinances of the City relating to connection to and use of the water and sanitary sewer systems of the City, provided that Developer shall not be liable for any connection fees other than those set forth in this Agreement. Nothing in this Agreement shall limit the right of the City to impose other fees or to create special tax districts to enable the City to recover all costs incurred in providing sewer, water, and other services to the Property, provided that such charges must be reasonable in relation to the cost of providing services to the Property.

8.11 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary right in any person or entity who is not a Party, unless expressly otherwise provided herein.

**IN WITNESS WHEREOF**, Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officials, with its seal affixed, as of the day and year first above written.

EXECUTED IN THE PRESENCE OF:

Garden City, Georgia

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ron Feldner, City Manager

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk of Council

EXECUTED IN THE PRESENCE OF:

CenterPoint Garden City, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

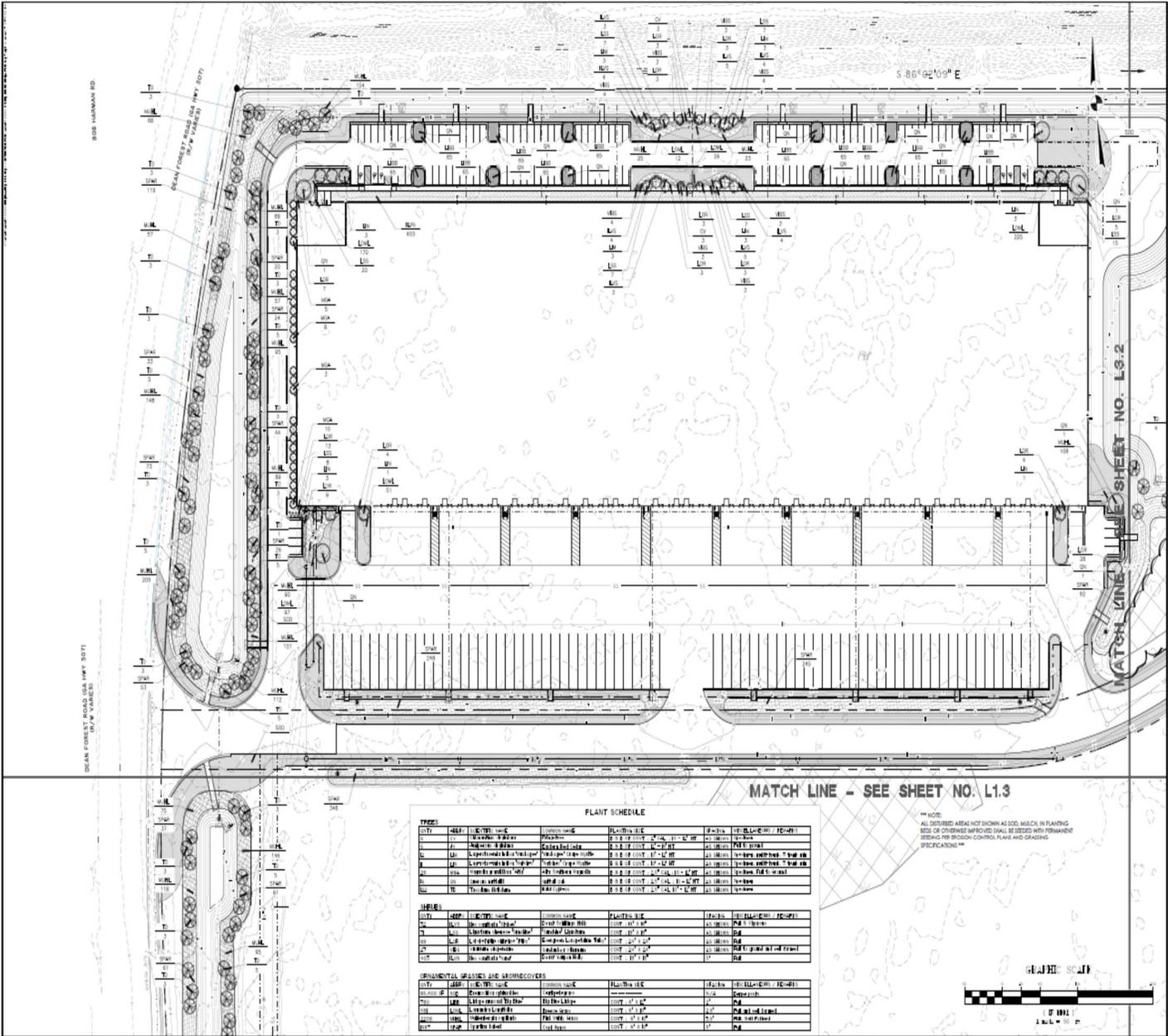
Its: \_\_\_\_\_



**EXHIBIT "B"**

**EXHIBIT "B-1"**

EXHIBIT "C"



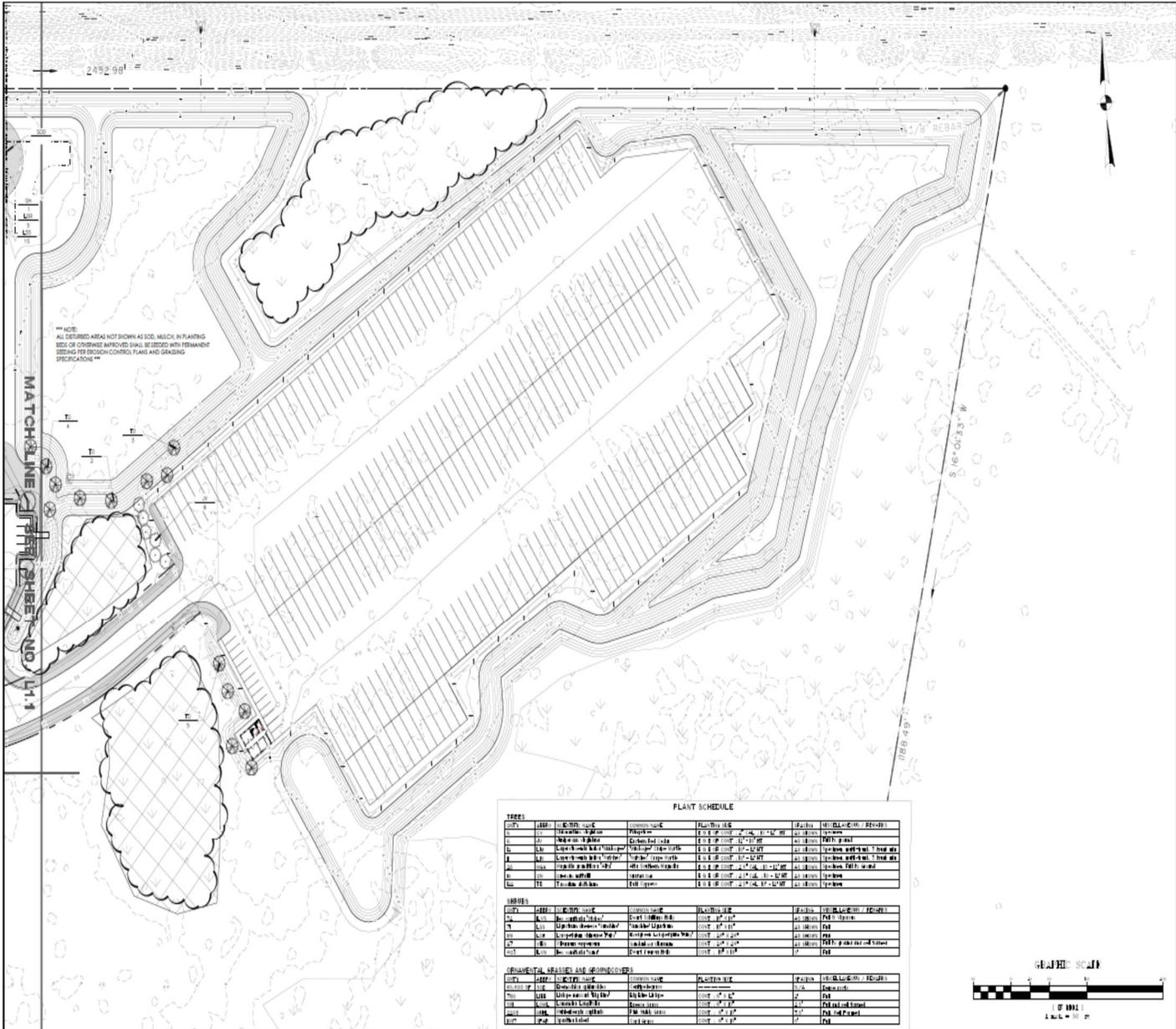
**PLANT SCHEDULE**

QTY	SYMBOL	DESCRIPTION	PLANT SPEC.	PLANT	HEIGHT (FEET)
1	444	1.0000	1.0000	1.0000	1.0000
1	445	1.0000	1.0000	1.0000	1.0000
1	446	1.0000	1.0000	1.0000	1.0000
1	447	1.0000	1.0000	1.0000	1.0000
1	448	1.0000	1.0000	1.0000	1.0000
1	449	1.0000	1.0000	1.0000	1.0000
1	450	1.0000	1.0000	1.0000	1.0000
1	451	1.0000	1.0000	1.0000	1.0000
1	452	1.0000	1.0000	1.0000	1.0000
1	453	1.0000	1.0000	1.0000	1.0000
1	454	1.0000	1.0000	1.0000	1.0000
1	455	1.0000	1.0000	1.0000	1.0000
1	456	1.0000	1.0000	1.0000	1.0000
1	457	1.0000	1.0000	1.0000	1.0000
1	458	1.0000	1.0000	1.0000	1.0000
1	459	1.0000	1.0000	1.0000	1.0000
1	460	1.0000	1.0000	1.0000	1.0000
1	461	1.0000	1.0000	1.0000	1.0000
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1	466	1.0000	1.0000	1.0000	1.0000
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1	469	1.0000	1.0000	1.0000	1.0000
1	470	1.0000	1.0000	1.0000	1.0000
1	471	1.0000	1.0000	1.0000	1.0000
1	472	1.0000	1.0000	1.0000	1.0000
1	473	1.0000	1.0000	1.0000	1.0000
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1	475	1.0000	1.0000	1.0000	1.0000
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1	479	1.0000	1.0000	1.0000	1.0000
1	480	1.0000	1.0000	1.0000	1.0000
1	481	1.0000	1.0000	1.0000	1.0000
1	482	1.0000	1.0000	1.0000	1.0000
1	483	1.0000	1.0000	1.0000	1.0000
1	484	1.0000	1.0000	1.0000	1.0000
1	485	1.0000	1.0000	1.0000	1.0000
1	486	1.0000	1.0000	1.0000	1.0000
1	487	1.0000	1.0000	1.0000	1.0000
1	488	1.0000	1.0000	1.0000	1.0000
1	489	1.0000	1.0000	1.0000	1.0000
1	490	1.0000	1.0000	1.0000	1.0000
1	491	1.0000	1.0000	1.0000	1.0000
1	492	1.0000	1.0000	1.0000	1.0000
1	493	1.0000	1.0000	1.0000	1.0000
1	494	1.0000	1.0000	1.0000	1.0000
1	495	1.0000	1.0000	1.0000	1.0000
1	496	1.0000	1.0000	1.0000	1.0000
1	497	1.0000	1.0000	1.0000	1.0000
1	498	1.0000	1.0000	1.0000	1.0000
1	499	1.0000	1.0000	1.0000	1.0000
1	500	1.0000	1.0000	1.0000	1.0000

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**CENTERPOINT PROPERTIES**  
 11111  
 BUILDING #1 AND CONTAINER YARD  
 PLANTING PLAN

**L1.1**



**PLANT SCHEDULE**

TREE	SYMBOL	COMMON NAME	SCIENTIFIC NAME	HEIGHT	SPACING	PLANTING	INSTALLATION / NOTES
T-01	[Symbol]	Redwood	<i>Sequoia sempervirens</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-02	[Symbol]	White Oak	<i>Quercus alba</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-03	[Symbol]	Live Oak	<i>Quercus virginiana</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-04	[Symbol]	Flowering Dogwood	<i>Cornus florida</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-05	[Symbol]	Japanese Maple	<i>Acer japonicum</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-06	[Symbol]	Red Maple	<i>Acer rubrum</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-07	[Symbol]	White Birch	<i>Betula papyrifera</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-08	[Symbol]	Black Birch	<i>Betula nigra</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-09	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-10	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-11	[Symbol]	Blue Spruce	<i>Picea canadensis</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-12	[Symbol]	Eastern Red Cedar	<i>Juniperus horizontalis</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-13	[Symbol]	Eastern White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-14	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-15	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-16	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-17	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-18	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-19	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-20	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-21	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-22	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-23	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-24	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-25	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-26	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-27	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-28	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-29	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-30	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-31	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-32	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-33	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-34	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-35	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-36	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-37	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-38	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-39	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-40	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-41	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-42	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-43	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-44	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-45	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-46	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-47	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-48	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-49	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-50	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-51	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-52	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-53	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-54	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-55	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-56	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-57	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-58	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-60	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-62	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-63	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-65	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-66	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-67	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-68	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-70	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-74	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-81	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-82	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-83	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-84	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-85	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-86	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
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T-89	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-90	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-91	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-92	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-93	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-94	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-95	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-96	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-97	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-98	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-99	[Symbol]	Red Pine	<i>Pinus resinosa</i>	12'-18'	10' x 10'	1" x 10"	100% Survival
T-100	[Symbol]	White Pine	<i>Pinus strobus</i>	12'-18'	10' x 10'	1" x 10"	100% Survival

**THOMAS HUTTON**  
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**CENTERPOINT PROPERTIES**  
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PLANTING PLAN

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**L1.2**







