

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL

October 16, 2017

6:00 P.M. Work Session

- Call to Order
- Interim City Managers Report
- D & E Group
- Adjournment

Mayor Lockhart
Chief Hobbs
Councilwoman Bagley

I. Call to Order – 6:10 p.m.

Mayor Lockhart

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Comment Period

VI. Approval of Minutes

1. Work Session of Mayor and Council of October 2, 2017
2. Regular Meeting of Mayor and Council of October 2, 2017

VII. Agenda Items

1. Consider a Resolution urging President Trump to honor his campaign promises to the Haitian American community by extending Haiti's temporary protected status designation for 18 months beyond January 22, 2018.

BACKGROUND AND SUMMARY: The Trump administration will announce between Nov. 6 and 23 if it will end or extend Temporary Protected Status (TPS) for 58,000 Haitians. Termination would be catastrophic. The issue affects 58,000 non-criminal Haitians who have lived in the U.S. for 7.5 to 20 years, i.e. since before the 2010 earthquake. Many have US-born children who shouldn't have to choose between their birthright as Americans and their children.

2. Consider approval of the settlement agreement of the mediation with the Forest Park Development Partners concerning Fort Gillem.

- VII. Legal Matters
- IX. Comments by Governing Body
- X. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF OCTOBER 2, 2017

Call to Order: The Work Session of Mayor and Council of October 2, 2017, was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor David Lockhart, Councilmembers Tommy Smith, Sandra Bagley, Allan Mears, Dabouze Antoine, and Latresa Wells.

Also present were:

Chief Dwayne Hobbs	Interim City Manager
Jeff Eady	Director Public Works
Regina Ivie	Deputy Director Finance
Darren Duke	Director IT
Elaine Corley	Director Parks & Recreation
Christine Terrell	Director Support Services
Angela Redding	Management Analyst
Chief Buckholts	Fire
Major Reynolds	Police
Winston Denmark	Fincher Denmark

City Managers Report: Chief Hobbs thanked everyone for coming out on National Night Out and supporting that event. It was well attended and everyone had fun.

Agenda Items: *Ordinance to amend Chapter 2 ("Alcoholic Beverages") in Title 9 ("Licensing and Regulation") of the Code of Ordinances, City of Forest Park, Georgia, by amending Section 9-2-7 ("Hours and Days of Operation").*

Councilman Smith asked if this will change the hours and days of sales? Mayor Lockhart stated this changes the retail sale from 6 a.m. to 2 a.m. Monday through Saturday and Sunday til 2 a.m.

Resolution to approve participation in an Agreement that Fincher Denmark LLC anticipates executing with Van Scoyoc Associates, Inc. (VSA) on behalf of the municipalities of Clayton County, Clayton County Government, and the Clayton County Board of Education for the provision of lobbying services working before the U. S. Congress with regard to the collection on local sales taxes on aviation fuels and to authorize the Mayor to execute the participation agreement on behalf of the City of Forest Park.

Resolution urging President Trump to honor his campaign promises to the Haitian American community by extending Haiti's temporary protected status designation for 18 months beyond January 22, 2018.

Mayor Lockhart stated that Forest Park City Code Section 2-1-21 requires all Ordinances and Resolutions to be approved as to form by the City Attorneys prior to Council consideration. Mayor Lockhart stated that this has not been done so it would be inappropriate for us to consider it at this time.

Legal Matters: None

Adjournment: Councilwoman Wells made a motion to adjourn the Work Session. Councilman Smith seconded the motion. Voting was unanimous in favor of the motion.

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF OCTOBER 2, 2017

- Call to Order: The Regular Meeting of Mayor and Council of October 2, 2017, was called to order by Mayor David Lockhart at 6:10 p.m.
- Invocation: The invocation was given by Rev. Leon Beeler followed by the Pledge of Allegiance to the American Flag.
- Roll Call: Mayor David Lockhart, Councilmembers Tommy Smith, Sandra Bagley, Allan Mears, Dabouze Antoine, and Latresa Wells.

Also present were:

Chief Dwayne Hobbs	Interim City Manager
Jeff Eady	Director Public Works
Regina Ivie	Deputy Director Finance
Darren Duke	Director IT
Elaine Corley	Director Parks & Recreation
Christine Terrell	Director Support Services
Angela Redding	Management Analyst
Chief Buckholts	Fire
Major Reynolds	Police
Winston Denmark	Fincher Denmark

Comment Period: LaSara Walker, 4950 Governors Drive. Ms. Walker discussed concerns with residents in Forest Park with disabilities.
Elaine Lawrence, 4256 Boling Drive. Ms. Lawrence discussed concerns with sidewalks, lights, and stop signs in Ward 3.
Carl Evans, 4726 Burks Rd. Mr. Evans reneged on making comment.

Approval of Minutes: Councilwoman Wells made a motion to approve the minutes of the Work Session and Regular Meeting of September 18, 2017. Councilwoman Bagley seconded the motion. Voting was unanimous in favor of the motion.

Ordinance: Ordinance to amend Chapter 2 ("Alcoholic Beverages") in
Alcohol Title 9 ("Licensing and Regulation") of the Code of Ordinances,
Beverages City of Forest Park, Georgia, by amending Section 9-2-7
("Hours and Days of Operation").

Councilman Mears made a motion to adopt this Ordinance. Seconded by Councilwoman Wells. Voting was unanimous in favor of the motion.

Resolution: Resolution to approve participation in an Agreement that
Van Scoyoc Fincher Denmark LLC anticipates executing with Van Scoyoc
Associates, Inc. (VSA) on behalf of the municipalities of Clayton
County, Clayton County Government, and the Clayton County
Board of Education for the provision of lobbying services
working before the U. S. Congress with regard to the collection
on local sales taxes on aviation fuels and to authorize the
Mayor to execute the participation agreement on behalf of the
City of Forest Park.

Councilwoman Bagley made a motion to adopt this Resolution.
Seconded by Councilwoman Wells. Voting was unanimous in
favor of the motion.

Resolution: Resolution urging President Trump to honor his campaign
Haiti promises to the Haitian American community by extending
Haiti's temporary protected status designation for 18 months
beyond January 22, 2018.

Councilman Antoine made a motion to table this Resolution.
Seconded by Councilman Mears. The motion carries in favor of
the motion with four (4) votes in favor of the motion and one (1)
abstention.

Legal Matters: None

Adjournment: Councilwoman Wells made a motion to adjourn. Seconded
by Councilman Smith. The motion carries unanimously
in favor of the motion.

**STATE OF GEORGIA
CITY OF FOREST PARK**

RESOLUTION NO. _____

**RESOLUTION URGING PRESIDENT TRUMP TO HONOR
HIS CAMPAIGN PROMISES TO THE HAITIAN
AMERICAN COMMUNITY BY EXTENDING HAITI'S
TEMPORARY PROTECTED STATUS DESIGNATION FOR
18 MONTHS BEYOND JANUARY 22, 2018.**

WHEREAS, President Trump on September 16, 2016 told Haitian Americans he would be their “greatest champion,” praising their “perseverance, entrepreneurship, creativity, [and] faith” and saying “all the things that make America good and strong can be found right here, amazing people, so I come here today to say that the Haitian American community deserves our gratitude and our respect, and I want you to know you have my respect,” and

WHEREAS, President Trump continued, “it’s simply hard to believe that something like that could have happened, the turmoil and pain and suffering that so many people are going through. The 2010 Haitian earthquake unleashed a horrible and catastrophic devastation: over 300,000 dead, unbelievable, 300,000, millions displaced or injured, homes, businesses, schools reduced to rubble; amid the suffering Haiti showed the world so much heart and so much incredible resilience, but the truth is *Haiti is still suffering very badly, maybe as badly*, after all of the tears and all of the money and all of the work” (italics added), and

WHEREAS, President Trump continued, “The Haitian people deserve better, so ... I will give them better. Today we begin a new chapter, together we will build a relationship based on mutual respect and friendship and love, and ... we will really do something very special with our commonly shared values, because we have lots of

commonly shared values, maybe *full* shared values.... and whether you vote for me or don't vote me, I really want to be your greatest champion, and I will be your champion whether you vote for me or not.... we are going to do things for you folks that you have really deserved for a long time. You're an amazing community, and it's an honor to be with you," and

WHEREAS, an issue of great concern and shared value in Haitian American communities is that the Department of Homeland Security (DHS) should extend Haiti's Temporary Protected Status (TPS) designation for no less than 18 months beyond its current January 22, 2018, expiration date due to, and until it has recovered from, recent extraordinary calamities, including the 2010 earthquake from which recovery remains incomplete, with nearly 40,000 earthquake victims still remaining in internally displaced persons (IDP) camps and 200,000 more in a camp simply renamed a "settlement" (Canaan); the unchecked cholera epidemic introduced by United Nations (UN) peacekeepers in October 2010 (Haiti had not had cholera for at least the prior 100 years) which has killed at least 10,000 and sickened over 800,000, and for which the UN to date has raised only \$10 million of its recently-targeted \$400 million to address the epidemic; and last October's devastating Hurricane Matthew, a Category 4 hurricane with 145 mph winds and the worst to hit Haiti in 52 years, which killed 1,000 people, left hundreds of thousands without safe water or food, inundated vast areas and towns and destroyed crops, livestock, and infrastructure in broad areas; struck Haiti's southern peninsula, one of the nation's key breadbaskets, greatly exacerbating the nation's food insecurity crisis after a three-year drought in Haiti's rice-growing Artibonite; exacerbated the unchecked cholera epidemic, spiking cases of the water-borne disease; and caused Haiti's government recently to declare a "state of emergency" in Haiti's south; and

WHEREAS, on May 22, 2017, DHS extended Haiti's Temporary Protected Status (TPS) designation for only six months, warning recipients to be prepared to return to Haiti, and it is now scheduled to end on January 22, 2018; and

WHEREAS, Haiti's government is requesting an extension of no less than 18 months to enable it to deal with the overwhelming challenges facing the nation due to these calamities, and DHS by November 23 must decide whether to terminate or extend Haiti's TPS designation, and

WHEREAS, President Trump will have violated his campaign promises to the Haitian American community if DHS does not extend Haiti's TPS designation for 18 months; and

WHEREAS, before May 22, prior Haiti TPS extensions had always been for 18-month periods, based on an accurate assessment of Haiti conditions; and

WHEREAS, in a detailed December 2016 assessment, United States Citizenship and Immigration Services (USCIS) concluded that conditions in Haiti warranting TPS persist, and then-Secretary of State Kerry recommended its extension; and

WHEREAS, a few months later USCIS under President Trump recommended *against* extension, contradicting its December assessment, and its new head of policy and strategy urged staff to find evidence of Haitian "criminality" to justify ending TPS, demonizing an entire ethnicity and despite the TPS statute's disqualification of anyone with a felony or two misdemeanors; and

WHEREAS, TPS is a humanitarian program to which such considerations are irrelevant and violative of the President's promise to respect and greatly champion Haitian Americans; and

WHEREAS, Haiti's government, overwhelmed by the extraordinary recent calamities of earthquake, cholera epidemic, Hurricane Matthew, and food insecurity, is struggling to cope; and

WHEREAS, the 58,000 Haitians with TPS have been in the US since at least January 12, 2011, most for 7 to 16 years, and have community ties including U.S.-born children who should not have to choose between their parents and their birthright as Americans; and

WHEREAS, these 58,000 Haitians regularly send remittances which sustain about 320,000 to 500,000 relatives in Haiti, which in 2015 received from Haitians in the United States \$1.3 billion in remittances, which are Haiti's chief source of foreign assistance; and

WHEREAS, Haiti's government while struggling to recover from the recent catastrophes described above — including incomplete earthquake recovery, the unchecked cholera epidemic for which the UN to date has raised insufficient funds, Hurricane Matthew's vast destruction, and food insecurity, plus an influx of repatriates expelled from the Dominican Republic and other challenges — until at least mid-2019 will be unable to safely receive or assimilate 58,000 Haitians with TPS or replace their remittances, which help sustain its economy, rendering such deportations both unsafe and destabilizing; and

WHEREAS, such deportations would increase desperation and migration, resulting in tragedies at sea and entailing increased U.S. Coast Guard interdiction resources; and

WHEREAS, Haiti's recovery and stability are in the national security interest of the United States, and the extension of Haiti's TPS designation for no less than 18

months is therefore in the national security interests of both the United States and Haiti;
and

WHEREAS, Haiti is a textbook case for TPS and its generous extension, given the extraordinary events and facts described above; and

WHEREAS, bipartisan support for a generous extension of Haiti's TPS designation includes U.S. Senators Rubio and Nelson joined by eight US congresspersons from Florida (September 18 letter) and resolutions by the U.S. Conference of Mayors (June 21), the Broward County Commission (September 14), and the City of North Miami (August 22), all urging an 18 months' extension; and many others urging extension include FL and MA Governors Scott and Baker, 100 U.S. senators and representatives, 416 faith leaders, 550 U.S. doctors, 14 big city mayors, the entire Massachusetts congressional delegation, at least 15 members of New York's, and the editorial boards of the *Miami Herald*, *New York Times*, *Washington Post*, *Boston Globe*, *Orlando Sentinel*, *Palm Beach Post*, and *Sun Sentinel* in at least 10 editorials; and

WHEREAS, TPS recipients must pay \$410 in fees each time they reregister;

NOW, THEREFORE, BE IT RESOLVED that the City of Forest Park **STRONGLY:**

Section 1. Urges President Donald Trump to instruct DHS to extend Haiti's TPS designation for no less than 18 months beyond its current January 22, 2018, expiration date; and

Section 2. Urges Secretary of State Rex Tillerson to recommend to President Trump and to DHS that conditions in Haiti fully warrant that DHS should extend Haiti's TPS designation for no less than 18 months beyond its current January 22, 2018, expiration date; and

Section 3. Urges DHS Acting Secretary Elaine Duke to extend Haiti's TPS designation for no less than 18 months beyond its current January 22, 2018, expiration date; and

Section 4. Authorizes transmission of this Resolution to President Donald F. Trump, White House Chief of Staff John F. Kelly, Secretary of State Rex Tillerson, and Acting DHS Secretary Elaine Duke.

SO RESOLVED, this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Mayor Pro-tem, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

Mike Blandenburg, City Clerk

Attorney



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October 12, 2017

Mayor and City Council
City of Forest Park, Georgia
City of Forest Park City Hall
745 Forest Parkway
Forest Park, GA 30297

Re: Forest Park URA Settlement Agreement

Dear Mayor and Council:

The Mayor, Chairman of the URA, City Manager and the legal and financial team forced the FPDP team into mediation over the legality of the Option Agreement for property at the Gillem Logistics Center, and we have reached a very favorable proposed settlement agreement on terms with substantial benefit to the City and the URA.


The existing Option Agreement allows FPDP to take down 70 acres at \$1.00 per acre and the remaining property at \$11,100 per acre. Also, the option runs from the "last transfer from the Army" for seven (7) years with two five (5) year renewal options. The thing is, we may never reach the "last" transfer from the Army, as some of the property may never be clean enough to transfer. In fact, we do not want some of the property to be transferred as we receive a substantial discount from our remaining debt to the Army if some of it is not transferred.

The new proposal is seven (7) years from the original takedown, June 12, 2014, FPDP can buy option property for \$20,000 per acre. According to our financial advisor, a ballpark estimate of the potential additional revenue from this renegotiation is \$2,650,000.

There are many other minor, but important, revisions all favorable to the City. The above was the major focus of the effort.

This is a very favorable outcome, and the City Attorney's office highly recommends approval of the Agreement.

Respectfully,


Steven M. Fincher, City Attorney
Fincher Denmark LLC

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “**Agreement**”), by and between **FOREST PARK DEVELOPMENT PARTNERS, LLC**, a Georgia limited liability company (“**FPDP**”), and 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 created pursuant to the Georgia Urban Redevelopment Law and the ordinances of the City of Forest Park, Georgia (the “**URA**”), is made and entered into this _____ day of _____, 2017 (the “**Effective Date**”). The City of Forest Park, Georgia (the “**City**”) has joined into this Agreement for the purposes set forth in the Joinder attached hereto and by this reference made a part hereof. The term “**Parties**” as used in this Agreement shall refer collectively to FPDP and the URA and for the purposes of Sections 4, 5 and 6 shall also refer to the City.

WHEREAS, reference is hereby made to the redevelopment of approximately 1,168 acres of the former U.S. Army base known as Fort Gillem and located in the City of Forest Park, Georgia (“**Gillem Logistics Center**”);

WHEREAS, by resolution adopted February 3, 2014, the City Council of the City of Forest Park, Georgia (the “**City Council**”) duly and validly activated the URA pursuant to O.C.G.A. §36-61-1, *et seq.* (the “**Urban Redevelopment Law**”);

WHEREAS, by resolution adopted April 16, 2014, the City Council approved the Fort Gillem Urban Redevelopment Plan (the “**Redevelopment Plan**”) which set forth the plan for redevelopment of certain property consisting of approximately 1,458.02 acres located within the City boundaries (the “**Redevelopment Property**”);

WHEREAS, the Urban Redevelopment Law grants the URA full authority and power for the acquisition, development and disposition of the Redevelopment Property;

WHEREAS, pursuant to the Redevelopment Plan, the URA published that certain Notice of Invitation for Proposals to Redevelop Part of an Urban Redevelopment Area in Accordance with an Urban Redevelopment Plan entitled “Fort Gillem Redevelopment Plan” to Potential Private Redevelopers on May 10, 2014 and May 17, 2014 in “The Clayton Daily News”, the legal organ for the City of Forest Park, Georgia and Clayton County, Georgia (the “**Notice of Invitation**”) inviting redevelopment proposals from private developers, identifying the areas that were subject to the Invitation of Notice, and provided that additional information was available from the URA at its offices in the City Hall of the City of Forest Park, Georgia;

WHEREAS, the URA complied with the reasonable competitive bidding procedures set forth in the Urban Redevelopment Law, including, without limitation, publishing the Notice of Invitation;

WHEREAS, FPDP timely responded to the Notice of Invitation (the “**FPDP Proposal**”);

WHEREAS, at its meeting on May 28, 2014, the URA unanimously accepted the FPDP Proposal, which included the DDA and the Option Agreement (as such terms are hereinafter

defined), which action was further confirmed by that certain Authorizing Resolution of the URA evidencing the unanimous approval by its Board of Commissioners on June 2, 2014;

WHEREAS, prior to accepting FPDP Proposal and approving the Option Agreement and the DDA, the URA considered all proposals submitted in response to the Notice of Invitation and the financial and legal ability of FPDP to implement the FPDP Proposal and ultimately deemed the FPDP Proposal, the Option Agreement and the DDA to be in the public interest and in compliance with the Redevelopment Plan and the Urban Redevelopment Law;

WHEREAS, the URA, in making its decision to approve the FPDP Proposal, determined that the proposal was in accordance with the Redevelopment Plan, was subject to the Master Declaration (as hereinafter defined), which embraced and carried forward the Redevelopment Plan, that all of the same were in the public interest and necessary or desirable to assist in preventing the spread of future slums or to otherwise carry out the purposes set forth in the Urban Redevelopment Law;

WHEREAS, based on the foregoing, the URA and FPDP entered into that certain Purchase Option Agreement dated June 11, 2014, with the City also joining in as a joinder party, as amended by that certain First Amendment to Purchase Option Agreement dated December 22, 2014 and as further amended by that certain Second Amendment to Option Agreement dated March 9, 2016 (as amended, the “**Option Agreement**”) for the option to purchase up to five hundred (500) acres of the Redevelopment Property (the “**Option Property**”) all in accordance with said Option Agreement;

WHEREAS, the Option Agreement is evidenced by that certain Memorandum of Purchase Option Agreement dated June 11, 2014 and recorded June 12, 2014 at Book 10541, Page 696, Clayton County, Georgia records, as amended by that certain Amendment to Memorandum of Purchase Option Agreement dated March 9, 2016 and recorded March 10, 2016 at Book 10856, Page 287 (as amended, the “**Memorandum**”);

WHEREAS, FPDP and the URA also entered into that certain Development and Disposition Agreement dated June 11, 2014 (the “**DDA**”; the Option Agreement, the Memorandum, and the DDA are sometimes hereinafter collectively referred to as the “**Agreements**”);

WHEREAS, reference is also made to that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Gillem Logistics Center dated June 11, 2014 and recorded June 12, 2014 at Book 10541, Page 591, Clayton County, Georgia records, as affected by that certain Agreement recorded June 12, 2014 at Book 10541, Page 683, Clayton County, Georgia records (as amended, the “**Master Declaration**”);

WHEREAS, all purchasers of the Option Property under the Option Agreement were obligated to devote such real property only to the uses specified in the Redevelopment Plan;

WHEREAS, pursuant to the Urban Redevelopment Law, the URA may impose other obligations on its transferees, including the obligation to develop properties within certain time periods;

WHEREAS, the Option Agreement contained certain deadlines for the exercise by FPDP of its option rights, and the time periods in the Option Agreement requiring exercise by certain dates met or exceeded the requirements that the URA may impose via the Urban Redevelopment Law;

WHEREAS, FPDP has, to date, exercised its option rights on or prior to the expiration of the deadlines set forth in the Option Agreement;

WHEREAS, those portions of the Option Property previously conveyed by the URA to affiliates of FPDP pursuant to the terms of the Option Agreement were conveyed at not less than the "fair value" (as such term is used in the Urban Redevelopment Law) of the Option Property for uses in accordance with the Redevelopment Plan;

WHEREAS, in determining such "fair value" of the Option Property, the URA took into account and gave consideration to the uses provided in the Redevelopment Plan, the restrictions upon the Option Property, and the covenants, conditions, and obligations assumed by FPDP and its assignees, including the objectives of the Redevelopment Plan for the prevention of the recurrence of slum areas on the Redevelopment Property;

WHEREAS, the Parties acknowledge the previous conveyance of approximately 212.490 acres of the Option Property by the URA to FPDP pursuant to valid exercises of the Option Agreement and acknowledge the exercise of FPDP's option rights as to an additional 27.438 acres of the Property (which acreage has not yet been conveyed by the United States of America to the URA) by notice dated March 29, 2017 (the "**Building 150 Notice**").

WHEREAS, the URA and the City have questioned the enforceability of the Agreements; and

WHEREAS, the Parties desire to settle this dispute by way of this Agreement and the Parties hereby confirm the validity and enforceability of the Agreements, as amended hereby.

NOW THEREFORE, in consideration of the following mutual covenants, promises, obligations and releases as hereinafter set forth, the Parties (including, without limitation, where applicable the City) hereby agree as follows:

1. Whereas Clauses. All recitation clauses (i.e., whereas clauses) are incorporated herein as representations upon which each and every one of the Parties rely. The City represents that all of the recitation clauses, representations, and warranties in this Agreement are true and may be relied upon by the Parties also.

2. Amendments to Option Agreement. As of the Effective Date, the following amendments are made to the Option Agreement:

(a) The first paragraph following "GRANT OF OPTION TO PURCHASER" is hereby amended by replacing the last sentence of the paragraph with the following:

"The parties hereto acknowledge and agree that this Agreement shall supersede and replace the Original agreement and the Option granted in this Agreement

is of a continuing nature and the exercise of an Option for a portion of the Property shall not be deemed to invalidate, terminate or render void this Agreement or Purchaser's right to exercise the Option for the balance of the Property, in any number of transactions, until the Option Expiration Date."

(b) Paragraph 1 of the Option Agreement is hereby deleted in its entirety and replaced with the following:

"1. Purchase Price. The purchase price of the Property to be conveyed by Seller to Purchaser shall be TWENTY THOUSAND AND 00/100 U.S. DOLLARS (\$20,000.00) per Net Acre (the "**Purchase Price**"). The Purchase Price of the Property shall be calculated based upon the Net Acreage of the portion of the Property to be conveyed (the "**Full Value Purchase Price Property**"). As used herein, the terms "**Net Acre(s)**" and "**Net Acreage**" shall mean land which may be developed for its intended use and specifically excludes roadways, wetlands, slopes, flood plains, ponds, detention facilities and any other land dedicated to any governmental authority on any subdivision plat.

In addition to the Purchase Price, at each Closing, Purchaser agrees to pay to the URA, to be paid immediately by the URA to the Clayton County Water District ("Clayton County") an infrastructure fee in an amount sufficient to cover the market rate cost of providing water and sewer infrastructure for each Net Acre (the "Infrastructure Fee"). The Parties acknowledge that the current amount of the Infrastructure Fee is TWO THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS (\$2,456.00) per Net Acre. The Parties further acknowledge and agree that the Infrastructure Fee may increase or decrease from time to time, based on the cost of Clayton County providing such water and sewer infrastructure as may be agreed upon in writing by Clayton County, Seller and Purchaser."

Any reference to "Abated Purchase Price Property" is hereby deleted from the Option Agreement.

(c) Paragraph 2 of the Option Agreement is hereby deleted in its entirety and replaced with the following:

"2. Kroger Transaction: First Exercise of Option. The parties acknowledge that simultaneously with the execution of this Agreement, Purchaser has exercised, and does hereby exercise, the Option to purchase approximately sixty-three (63) Acres of Property as a partial exercise of its Option, and has transferred and assigned such Option rights to The Kroger Co., an Ohio corporation ("Kroger") in connection with Seller's sale to Kroger of approximately 190.0191 acres of other property within the Project to which Purchaser's Option does not apply (the legal description of the aggregate 253.0191 acres of property within the Project being conveyed to Kroger is attached hereto as Exhibit B and by this reference made a part hereof). In connection with said exercise, the parties acknowledge and agree that the exercised Option has been designated as all Full Value Purchase Price Property."

(d) Subparagraph 3(a) of the Option Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Purchaser shall have the right to exercise its Option by giving Seller written notice of its exercise at any time (and from time to time) during the period of time that commences on the Effective Date and ends at midnight on the date that is seven (7) years after the First Army Transfer Date, which date was June 2, 2014 (the “**Option Expiration Date**”; the period on and after the Effective Date until Option Expiration Date is hereinafter sometimes referred to as the “**Term**”). The Option Fee shall be non-refundable.”

All references to the First Extension Period and Second Extension Period are hereby deleted from the Option Agreement and from the Memorandum of Option Agreement referenced in Paragraph 3 of this Agreement.

(e) The fifth paragraph of Paragraph 3(b) of the Option Agreement is hereby deleted in its entirety and replaced with the following:

“If there are insufficient Developable Acres as part of the Property at any of the foregoing milestone dates, then the applicable milestone date(s) set forth in subsections (i) through (ii) above shall be extended until sixty (60) days after there are sufficient Developable Acres to satisfy such milestone(s). Further, in the event that the United States of America acting through the Department of the Army fails to transfer all of the Property by the Option Expiration Date, then this Option shall be extended solely with respect to such untransferred Property for a period expiring one hundred twenty (120) days after the remaining Property is transferred by the United States of America acting through the Department of the Army to the URA. For the avoidance of doubt, the Parties agree that the Option Agreement shall expire on the Option Expiration Date as to any Property transferred by the United States of America acting through the Department of the Army to the URA prior to the Option Expiration Date and with respect to any Property transferred after the Option Expiration Date, this Option shall otherwise remain in full force and effect for one hundred twenty (120) days after such Property is transferred.”

(f) The following is added as Paragraph 3(c) to the Option Agreement:

(c) “Purchaser, including its successors and assigns, hereby agrees that all land purchased pursuant to the Option Agreement shall be devoted only to the uses specified in the Urban Redevelopment Plan.”

(g) Paragraph 4 of the Option Agreement is hereby deleted in its entirety and replaced with the following:

“4. Exercise of Option. Purchaser shall elect to exercise each of its Options hereunder as to any portion of the Property by sending a written notice of such exercise to Seller (each, an “**Option Effective Date**”) at any time or from time to time prior to the expiration of the Term. Purchaser’s notice shall specify the date,

time and location that the closing of the purchase and sale (each, a “**Closing**”) of the relevant portion of the Property (the “**Applicable Property**”) will take place, which shall be no later than the date which is one hundred twenty (120) days after an Option Effective Date (each, a “**Closing Date**”). The Purchaser’s notice shall also specify the (a) amount of Net Acreage and total acreage of the Applicable Property, (b) the anticipated Purchase Price of the Applicable Property, all such property being Full Value Purchase Price Property, and (c) location of such Applicable Property within the Project that will be subject to the Closing. Seller acknowledges and agrees that Purchaser may exercise its Option as to any portion of the Property, located anywhere within the Project, in any number of transactions throughout the Term until either the (i) expiration or earlier termination of this Agreement or (ii) all of the Property has been conveyed and transferred to Purchaser. If the notice of exercise is mailed via the U.S. Postal Service, the notice shall be deemed to have been delivered when mailed if sent with prepaid postage by certified or registered mail, or if sent via overnight delivery service, the notice shall be deemed to have been delivered when deposited with such overnight delivery service.”

(h) Paragraph 19(c) of the Option Agreement is hereby deleted in its entirety.

(i) The following is added to the Option Agreement as Paragraph 30:

30. “Notwithstanding anything herein to the contrary, the Property shall not include that certain parcel of property consisting of approximately twelve (12) acres and fronting Moreland Avenue, as more particularly described on Schedule 1 attached hereto and by this reference made a part hereof (the “**Excluded Property**”).”

(j) Schedule 1 attached to this Agreement is hereby added to the Option Agreement as Schedule 1 thereto.

3. Memorandum of Option Agreement. The Parties agree that the Amended and Restated Memorandum of Option Agreement attached hereto as Exhibit A shall be recorded in the real estate records of Clayton County, Georgia upon the full execution and delivery of this Agreement (the “**A&R Memorandum**”). The A&R Memorandum shall reflect the previous takedown of Option Properties and the exclusion of the Excluded Property.

4. Ratification of the Agreements and Previous Exercise of Option Agreement by FPDP. The Parties hereby acknowledge, agree, ratify and confirm the following:

(a) all the Agreements (as some are amended hereby) are in full force and effect and are enforceable by and against the Parties. The Parties also hereby agree that there are, as of the Effective Date, no defaults or breaches on the part of any of the Parties under the Agreements;

(b) all exercises of FPDP’s rights under Option Agreement (as the same may have been assigned from time to time by FPDP to its affiliates) occurring prior to the date of this Agreement and the URA’s and the City’s approvals of all such exercises have been in

conformance with the terms of the Agreement, the ordinances of the City and the laws of the State of Georgia;

(c) all development and construction commenced, and/or completed, by FPDP and/or its affiliates prior to the date of this Agreement have been in compliance with the Agreements including, without limitation, the DDA and the Master Declaration and any law, regulation, statute or ordinance of the City; and

(d) FPDP has properly given the Building 150 Notice and the URA agrees that promptly upon the conveyance of the property referenced in the Building 150 Notice from the United States of America to the URA, then the URA shall convey the same to FPDP or its assigns.

The URA and the City hereby agree to execute and deliver to FPDP such certificates or estoppels confirming the foregoing agreements.

5. Enforceability of This Agreement. The Parties acknowledge and agree that this Agreement shall be enforceable against each Party by the other Party pursuant to the terms of the Agreements, as amended by this Agreement and without the need for the City to be a party to any such action, notice or demand.

(a) As to The URA. All representations, covenants and warranties made within this Agreement and the Agreements are confirmed independently and separately by the URA. The URA confirms and represents that this Agreement may be enforced independently against the URA by specific performance or by claim of breach or otherwise, without the City being a party to any action, that the City shall not be proclaimed or asserted as an indispensable or necessary party to any such action, that the URA shall not move to join the City in as a party to such actions and defenses including but not limited to sovereign immunity, ultra vires, gratuities clause, proper passage, minutes recording, the inapplicability of equitable defenses, indispensable and necessary party defenses and related local government authority defenses are waived by the URA to the maximum extent permitted under the law. The URA further agrees that FPDP has depended on the URA's promises that this Agreement is enforceable and not going to be challenged by the URA or City, that FPDP would be damaged severely should the either of the aforesaid parties oppose the enforceability of this transaction, as they have previously, and that damages would be hard to quantify due to delay, obstruction or opposition to the enforcement of this Agreement. To the extent permitted by law, FPDP shall be entitled to injunctive and declaratory relief in relation to the enforcement and interpretation of this Agreement.

(b) All representations, covenants and warranties made within this Agreement and the Agreements are confirmed independently and separately by the City. To the extent permitted by law, the City confirms and represents that this Agreement may be enforced independently against the URA, that the City is not an indispensable or necessary party to any action brought against the URA related to this Agreement or the Agreements, and the City shall not intervene nor request joinder in any such action.

(c) To the extent that the URA or City breaches the foregoing covenants and files a defense or claim that herein has been waived or otherwise covenanted not to be brought, and a court refuses to invoke said waiver or covenant, then said refused waiver or covenant at that point shall be blue pencil modified or removed in the narrowest possible legal manner to ensure maximum rights and enforcement of the Agreement for FPDP so that the remainder of the Agreement may be enforced and remedies and claims may be brought by FPDP. The whole Agreement should not be stricken or voided as a result of such actions by the URA or City.

(d) To the extent that the URA, the City or their attorneys have any good faith belief that any necessary resolution, ordinance, hearing, motion and/or other enactment by the City or URA needs to be undertaken by either body to ensure full enforcement of this Agreement and the incorporated and related agreements, said resolution, ordinance, hearing, motion and/or other enactment shall be carried out to passage and execution within sixty (60) days from the Effective Date. In addition, said actions shall be recorded in the minutes of said bodies at the very next meeting. Despite the aforesaid, all of the aforesaid actions including the recordation in the minutes shall take place no later than November 30, 2017, and the City and URA shall such hold special called meetings as necessary to effectuate this Agreement under the timeline required.

6. Representations and Warranties of the URA and the City. The URA has been duly created and is validly existing as a public body corporate and politic under the laws of the State of Georgia. The URA and the City have the full right and authority to enter into this Agreement and the URA, subject to the conveyance of the Property to the URA by the United States of America, has the full right and authority to transfer all of the Property to be conveyed by the URA pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by the URA. Specifically, the URA approved entering into this Agreement and the terms and conditions hereof by Resolution adopted _____, 2017, the form of which is attached hereto as Exhibit B and by this reference made a part hereof. The persons signing this Agreement on behalf of the URA and the City are authorized to do so. To the extent permitted by law, the URA and the City acknowledge and agree that there has been no violation of, or failure to comply with, the Georgia Urban Redevelopment Law in the course of the transactions pursuant to which the URA entered into the Agreements or is entering into this Agreement.

7. Representations and Warranties of FPDP. FPDP has been duly organized and is validly existing under the laws of the State of Georgia and is authorized to transact business in the State of Georgia. FPDP has the full right and authority to enter into this Agreement and the person signing this Agreement on behalf of FPDP is authorized to do so.

8. Further Assurances. Each of the Parties agrees to take such further action and execute such further documents as may be reasonably requested by any of the other Parties from time to time to further effectuate this Agreement and the releases contained herein.

9. Applicable Law. This Agreement shall be governed by, construed and interpreted under the laws of the State of Georgia, and any and all disputes or claims related to this Agreement shall be brought in any County in Georgia where any Party is deemed to reside,

subject to the jurisdiction and venue of the State and Superior Courts of any county where any Party is deemed to reside in Georgia.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

11. Construction. This Agreement shall be construed as if drafted by all Parties, and no inference shall be drawn for or against any Party because of its role in the drafting of any provision of this Agreement.

12. Severability. Any terms or provisions of this Agreement that are invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

13. Notices. All notices required or permitted to be given under this Agreement must be in writing and shall be served by (a) sending the same by a reputable nationally recognized overnight courier service, e.g., FedEx or UPS), (b) mailed by U.S. registered or certified mail with return receipt requested and all postage prepaid, or (c) via email with a hard copy to follow within one (1) business day via a reputable nationally recognized overnight courier service. For purposes of notice, the addresses of the Parties shall be as follows:

If to FPDP: Forest Park Development Partners, LLC
 c/o Robinson Weeks Partners
 3350 Riverwood Pkwy.
 Suite 700
 Atlanta, Georgia 30039
 Attention: Forrest Robinson
 Email: forrest@robinsonweeks.com

Plus a copy to: Sheley, Hall & Williams, P.C.
 303 Peachtree Street
 Suite 4440
 Atlanta, Georgia 30308
 Attention: Raymond P. Sheley, Esq.
 Email: raymond@sheleyhall.com

If to URA: Urban Redevelopment Agency of the City of Forest Park,
 d/b/a Forest Park / Fort Gillem Implementation Local
 Redevelopment Authority
 745 Forest Parkway
 Forest Park, Georgia 30297
 Attn: Chairman
 Email: _____

Plus a copy to: Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236
Attention: Steven M. Fincher, Esq.
Email: sfincher@fincherdenmark.com

If to the City: City of Forest Park, Georgia
745 Forest Parkway
Forest Park, Georgia 30297
Attention: Mayor
Email: _____

Plus a copy to: Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236
Attention: Steven M. Fincher, Esq.
Email: sfincher@fincherdenmark.com

14. Counterparts and Execution and Delivery by Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered via electronic mail in portable document format (".pdf") or other form of electronic transmission. The Parties intend that electronic (e.g., pdf) signatures constitute original signatures and that a faxed or electronic copy or counterparts of this Agreement containing signatures of a party is binding upon that party. Each signature page to any counterpart of this Agreement may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Agreement identical thereto except having attached to it additional signature pages.

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

16. Exhibits and Schedules. The following exhibits and schedules attached hereto are by this reference hereby made part of this Agreement:

Exhibit A	-	Form of Amended and Restated Memorandum of Option Agreement
Exhibit B	-	Form of Resolution of the URA Approving Settlement Agreement
Exhibit C	-	Form of Complaint
Exhibit D	-	Form of URA Answer
Exhibit E	-	Form of Consent Order
Schedule 1	-	Excluded Property

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each undersigned Party represents that it has had the opportunity to review this Agreement prior to execution hereof, that it understands all terms of this document, and that it knowingly and voluntarily agrees to abide by and be bound by all terms of this Agreement.

FPDP:

FOREST PARK DEVELOPMENT PARTNERS, LLC,
a Georgia limited liability company

By: _____
Forrest W. Robinson, Manager

[SIGNATURES CONTINUE ON THE NEXT PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

URA:

**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

By: _____

Name: _____

Title: _____

Approved as to form:

Steven M. Fincher, URA Attorney

JOINDER

The City of Forest Park, Georgia is joining into this Agreement dated _____, 2017 (the "**Agreement**") for the sole purpose of acknowledging the entry into the Agreement by the Urban Redevelopment Agency of the City of Forest Park d/b/a Forest Park/Fort Gillem Implementation Local Redevelopment Authority and for the purpose of confirming the accuracy of the recitals to the Agreement and providing and receiving the benefit of those agreements, covenants, representations and warranties contained in Sections 4, 5 and 6 of the Agreement.

CITY:

CITY OF FOREST PARK, GEORGIA

By: _____

Name: _____

Title: _____

Approved as to form:

Steven M. Fincher, City Attorney

EXHIBIT A

FORM OF AMENDED AND RESTATED MEMORANDUM OF OPTION AGREEMENT

(See Attached)

After recording, please return to:
Raymond P. Sheley, Esq.
Sheley, Hall & Williams, P.C.
303 Peachtree Street, N.E.
Suite 4440
Atlanta, Georgia 30308

Cross-Reference:
Deed Book 10541, Page 696, and
Deed Book 10856, Page 287,
Clayton County Georgia records

AMENDED AND RESTATED
MEMORANDUM OF PURCHASE OPTION AGREEMENT

This AMENDED AND RESTATED MEMORANDUM OF PURCHASE OPTION AGREEMENT (this “**Memorandum**”) is made and entered into as of the ____ day of _____, 2017 (the “**Effective Date**”), by and between **URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK D/B/A FOREST PARK/FORT GILLEM IMPLEMENTATION LOCAL REDEVELOPMENT AUTHORITY**, a redevelopment authority formed pursuant to the Georgia Urban Redevelopment Law and the ordinances of the City of Forest Park, Georgia (“**Seller**”) and **FOREST PARK DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company and its successors and assigns (“**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller and Purchaser entered into that certain Purchase Option Agreement dated as of June 11, 2014, as amended by that certain First Amendment to Purchase Option Agreement dated December 22, 2014, and as further amended by that certain Second Amendment to Purchase Option Agreement dated March 9, 2016 (as amended, the “**Agreement**”);

WHEREAS, pursuant to the Agreement, which replaced in its entirety that certain Purchase Option Agreement between Seller and Purchaser dated July 26, 2012, Seller granted Purchaser the exclusive, irrevocable right and option (the “**Option**”), to purchase up to five hundred (500) acres of land located within that certain project known as Gillem Logistics Center (f/k/a Fort Gillem) consisting of approximately 1,200 acres of real property located in Clayton County, Georgia as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the “**Project**”);

WHEREAS, the Agreement is evidenced by that certain Memorandum of Purchase Option Agreement dated June 11, 2014 and recorded at deed book 10541, page 696, Clayton County, Georgia records, as amended by that certain Amendment to Memorandum of Purchase Option Agreement dated March 9, 2016 and recorded at deed book page 10856, page 287, aforesaid records (as amended, the “**Original Memorandum**”);

WHEREAS, Purchaser subsequently partially exercised its option to purchase approximately 212.49 acres of the Project pursuant to the Agreement; and

WHEREAS, the parties desire to amend and restate the Original Memorandum in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other consideration, the value, sufficiency and receipt of which are hereby acknowledged, the parties hereby restate, modify and amend the Original Memorandum as set forth herein as of the Effective Date, and this Memorandum shall supersede the Original Memorandum.

Seller and Purchase agree that commencing on the Effective Date, Purchaser may exercise the Option in any number of transactions during the Term (as hereinafter defined), in Purchaser's sole and absolute discretion, to purchase up to two hundred eighty-seven and 51/100ths (287.51) Acres (as hereinafter defined) of land located within the Project and more particularly depicted on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**"), which Project is more particularly described on Exhibit B attached hereto and by this reference made a part hereof. The parties hereto acknowledge and agree that the Option granted in the Agreement is of a continuing nature and the exercise of the Option for a portion of the Property shall not be deemed to invalidate, terminate or render void this Agreement or Purchaser's right to exercise the Option for the balance of the Property, in any number of transactions, until either the (a) expiration or earlier termination of this Agreement or (b) all of the Property has been conveyed and transferred to Purchaser.

All Property to be transferred to Purchaser hereunder shall include all right, title and interest in and to the buildings, fixtures, improvements, infrastructure, water, timber and minerals therein or thereon, together with all other non-developable property that is not owned by the Association (as hereinafter defined) or dedicated to a governmental authority including, but not limited to, non-dedicated roads, wetlands, flood plains, ponds and detention facilities.

Seller and Purchaser acknowledge and agree that this Agreement is intended to be and shall be construed as a covenant running with the Property, binding upon and enforceable against Seller and any successor owner of the Property or any portion thereof.

From and after the Effective Date, Purchaser shall have the right to exercise its Option, as to any portion of the Property in one or more exercises of such Option, by giving Seller written notice of exercise at any time or from time to time prior to the date that is seven (7) years after First Army Transfer Date, which date was June 2, 2014 (the "**Option Expiration Date**;" the period between the Effective Date and the Option Expiration Date is hereinafter sometimes referred to as the "**Term**"), subject to extension for any of the Property not transferred by the United States of America to the URA prior to the Option Expiration Date. The Option shall remain in effect during the entire Term.

Should Purchaser exercise its Option at any time during the Term, Purchaser has the right to Close the purchase and sale of all or any portion of the Property at any time, and from time to time, during the Term of the Option in one or more transactions, conveyances or transfers.

Purchaser shall have the right to assign its rights under the Agreement to any party, without the consent of Seller pursuant to the terms of the Agreement. Seller shall not have the right to assign or otherwise transfer its rights under the Agreement to any party, without the prior

written consent of Purchaser; except that Seller, without consent of Purchaser, may assign its interest in the Agreement to the Development Authority of Forest Park, Georgia at such time as Seller is terminated and the assets thereof are conveyed by Seller to the Development Authority of Forest Park, Georgia pursuant to the terms of the Agreement.

Notwithstanding anything herein contained to the contrary, Seller shall have the full rights to possession and use of the Property pending the closing of sale to Purchaser, subject to the terms and conditions contained in the Agreement.

The terms and conditions of the Agreement are incorporated herein by reference. It is understood that the purpose of this Memorandum is to give notice of the Agreement, the Option and the terms thereof, and that all rights, titles, interests and obligations of the parties are to be governed by and subject to the terms of the Agreement. The parties, however, advise all parties acquiring any right, title or interest in or to the Project subsequent to the date of this Memorandum, that the Agreement and any and all documents executed in connection therewith may be amended from and after the date hereof with the consent of the parties hereto, and without the necessity of amending this Memorandum. Without limiting the generality of the foregoing, the Agreement, as the same may be amended from time to time with or without amending this Memorandum, shall be binding upon all parties taking any right, title or interest in or to the Project subsequent to the date of recordation of this Memorandum. As such, all such parties are hereby on notice that they should inquire as to the terms of the Agreement as in effect from time to time, including all amendments and modifications thereto, and that third parties may rely on this Memorandum solely for record notice of the existence of the Agreement and certain provisions thereof as of the date of this Memorandum, and not with respect to the specifics of the terms thereof as the same may be in effect from time to time.

This Memorandum does not alter, amend, modify, change, amplify, limit, interpret or supersede the terms and provisions of the Agreement, or otherwise limit or expand the rights and obligations of the parties under the Agreement, but is executed solely for the purpose of giving notice of the existence of the Agreement and the terms and conditions therein. In the event of any conflict or inconsistency between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement, will govern and control.

Seller and Purchaser hereby agree that this Memorandum shall be recorded in the real estate records of Clayton County, Georgia, and may thereafter be re-recorded from time to time in order to, *inter alia*, give notice of the existence of the Agreement and Option. All of the covenants, agreements, conditions and restrictions set forth in the Agreement (a) shall be binding upon and inure to the benefit of the parties thereto and their respective, successors, successors-in-title and permitted assigns and transferees, and (b) are intended to be and shall be construed as covenants running with the land, binding upon and enforceable against Seller and any successor owner of the Project or any portion thereof until the earlier of (a) the expiration or earlier termination of the Agreement or (b) the date upon which Purchaser holds title to all of the Property. This Memorandum shall be governed and controlled by, and interpreted in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Memorandum under seal on and as of the date first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

PURCHASER:

FOREST PARK DEVELOPMENT PARTNERS,
LLC,
a Delaware limited liability company

By: _____
Forrest Robinson, Manager

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

SELLER:

**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

By: _____
Print Name: Frank Brandon
Title: Chairman

Attest: _____
Print Name: _____
Title: _____

[END OF SIGNATURES AND ACKNOWLEDGEMENTS]

EXHIBIT A

DEPICTION OF THE PROPERTY

[TO BE INSERTED]

EXHIBIT B

LEGAL DESCRIPTION OF THE PROJECT

All that tract or parcel of land lying and being in Land Lots 177, 178, 179, 204, 205, 206, 207, 208, 210, 211, 212, and 213 of the 12th District, Clayton County, Georgia, and being more particularly described as follows:

Commence at a Concrete Monument Found at the corner common to Land Lots 210, 209, 239, and 240, of the 12th District, Clayton County, Georgia, said concrete monument found also being the TRUE POINT OF BEGINNING:

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence run along said Land Lot Line common to Land Lots 210 and 239 South 89° 05' 00" East a distance of 3012.60 feet to a point, said point also being the corner common to Land Lots 210, 211, 239 and 238; thence leave said Land Lot Line common to Land Lots 210 and 239 and run along the Land Lot Line common to Land Lots 211 and 238 South 89° 04' 00" East a distance of 2499.51 feet to a point; thence run along said Land Lot Line common to Land Lots 211 and 238 South 89° 04' 00" East a distance of 564.99 feet to a point, said point also being the corner common to Land Lots 211, 212, 237, and 238; thence leave said Land Lot Line common to Land Lots 211 and 238 and run along the Land Lot Line common to Land Lots 237 and 212 South 89° 18' 00" East a distance of 1526.98 feet to a point, said point also being located on the westerly right-of- way of Moreland Ave/US 23/SR 42 (Public variable width right-of-way); thence run along said westerly right-of-way of Moreland Ave/US 23/SR 42 the following courses and distances South 32° 39' 22" East a distance of 110.77 feet to a Concrete Right-of-Way Monument Found; thence run along arc of a curve to the right, an arc distance of 25.53 feet (said curve having a radius of 22,918.30 feet, being subtended by a chord bearing South 32° 23' 57" East, a chord distance of 25.53 feet) to a Concrete Right-of-Way Monument Found; thence run South 32° 23' 57" East a distance of 115.78 feet to a point; thence run South 28° 37' 24" East a distance of 266.68 feet to a Concrete Right-of-Way Monument Found; thence run South 34° 37' 24" East a distance of 18.49 feet to a Concrete Right-of-Way Monument Found; thence run South 42° 20' 34" East a distance of 120.24 feet to a point; thence run South 32° 30' 00" East a distance of 218.71 feet to a Concrete Right-of-Way Monument Found; thence run South 28° 39' 33" East a distance of 182.64 feet to a Concrete Right-of-Way Monument Found; thence run South 32° 49' 00"

East a distance of 354.98 feet to a Concrete Right-of-Way Monument Found; thence run South 36° 00'

11" East a distance of 68.02 feet to a point; thence run along arc of a curve to the right, an arc distance of 571.85 feet (said curve having a radius of 2546.48 feet, being subtended by a chord bearing South 26°

17' 11" East, a chord distance of 570.65 feet) to a point; thence run South 19° 49' 40" East a distance of 116.54 feet to a point; thence run North 71° 01' 31" West a distance of 38.84 feet to a Concrete Right-of- Way Monument Found; thence run South 20° 02' 15" East a distance of 59.97 feet to a Concrete Right-of- Way Monument Found; thence run South 72° 27' 10" East a distance of 38.26 feet to a point; thence run South 23° 01' 44" East a distance of 232.45 feet to a

point; thence run South 19° 45' 21" East a distance of 2472.73 feet to a Concrete Monument Found; thence run South 19° 42' 17" East a distance of 516.85 feet to a point; thence continue to run along said westerly right-of-way of Moreland Ave/US 23/SR 42 along arc of a curve to the left, an arc distance of 301.65 feet (said curve having a radius of 13,208.09 feet, being subtended by a chord bearing South 20° 47' 21" East, a chord distance of 301.64 feet) to a point; thence continue to run along said westerly right-of-way of Moreland Ave/US 23/SR 42 South 23°

25' 34" East a distance of 170.56 feet to a point; thence leave said westerly right-of-way of Moreland Ave/US 23/SR 42 and run South 07° 53' 40" East a distance of 389.03 feet to a point, said point being located on the Land Lot Line common to Land Lot 204 and 181; thence run along said Land Lot Line common to Land Lots 204 and 181 and the Land Lot Line common to Land Lots 205 and 180 North 89° 16' 50" West a distance of 1453.06 feet to a Brass Disc found, said Brass Disc Found being located on the Land Lot Line common to Land Lots 205 and 180; thence run along said Land Lot Line common to Land Lots 205 and 180 North 89° 16' 50" West a distance of 625.58 feet to a point; thence run along said Land Lot Line common to Land Lots 205 and 180 North 89° 16' 50" West a distance of 1970.19 feet to a concrete monument found, said concrete monument found being located at the corner common to Land Lots 179, 180, 205 and 206; thence leave said Land Lot Line common to Land Lots 180 and 205 and run along the Land Lot Line common to Land Lots 179 and 206 North 89° 13' 12" West a distance of 1280.49 feet to a point; thence run along said Land Lot Line common to Land Lots 206 and 179 North 89° 13' 17" West a distance of 1265.75 feet to a Concrete Monument Found; thence run South 00° 45' 48" West a distance of 1447.73 feet to a Concrete Monument Found; thence run South 87° 50' 55" West a distance of 2030.36 feet to a point; thence run North 01° 36' 45" East a distance of 1569.29 feet to a 1" Open Top Pipe found; thence run North 88° 02' 20" West a distance of 373.83 feet to a rebar found; thence run South 61° 30' 55" West a distance of 1328.05 feet to a point; thence run South 00° 53' 42" West a distance of 441.27 feet to a concrete monument found; thence run North 69° 52' 16" West a distance of 1624.77 feet to a point; thence run North 02° 47' 31" East a distance of 15.01 feet to a point; thence run North 66° 14' 29" West a distance of 100.06 feet to a point; thence run North 55° 24' 29" West a distance of 50.28 feet to a point; thence run North 48° 32' 29" West a distance of 295.86 feet to a concrete monument found; thence run North 53° 41' 58" West a distance of 76.42 feet to a concrete monument found; thence run North 63° 53' 58" West a distance of 624.38 feet to a point; thence run North 73° 23'

58" West a distance of 164.86 feet to a point; thence run North 09° 58' 58" West a distance of 73.20 feet to a point; thence run South 79° 18' 02" West a distance of 14.99 feet to a point; thence run North 09° 57' 58" West a distance of 63.56 feet to a point; thence run North 18° 30' 58" West a distance of 579.31 feet to a point; thence run North 63° 15' 02" East a distance of 9.99 feet to a point; thence run North 29° 40'

57" West a distance of 191.80 feet to a concrete monument found, said concrete monument found being located on the Land Lot Line common to Land Lots 49 and 208; thence run along said Land Lot Line common the Land Lots 49 and 208 North 00° 12' 45" East a distance of 996.15 feet to a concrete monument found; thence leave said Land Lot Line common to Land Lots 49 and 208 and run South 78° 29' 47" East a distance of 1553.95 feet to a concrete monument found; thence run North 00° 04' 39" West a distance of 1163.12 feet to a point, said point being located on the Land Lot Line common to Land Lots 208 and 209; thence run along

the Land Lot Line common to Land Lots 208 and 209 North $89^{\circ} 51' 56''$ East a distance of 1513.42 feet to a concrete monument found, said concrete monument found being located at the corner common to Land Lots 207, 208, 209 and 210; thence run along the Land Lot Line common to Land Lots 209 and 210 North $00^{\circ} 46' 02''$ East a distance of 2914.24 feet to a concrete monument found, said Concrete Monument Found being the TRUE POINT OF BEGINNING.

Said Tract containing 1460.15 acres (63,604,347 Square feet).

LESS AND EXCEPT from the above described parcel, the following tract of land:

Enclave Tract

All that Tract or Parcel of Land lying and being located in Land Lots 177, 178, 207, 208 of the 12th District, Clayton County, Georgia, and being more particularly described as follows:

Commence at a concrete monument found at the corner common to Land Lot 210, 209, 239, and 240 of the 12th District, Clayton County, Georgia; thence leave the said corner common to Land Lots 210, 209, 239, and 240 and run along the Land Lot Line common to Land Lots 209 and 210 South $00^{\circ} 46' 02''$ West a distance of 2914.24 feet to a concrete monument found, said concrete monument found being located at the corner common to Land Lot 207, 208, 209, and 210, said concrete monument found being the TRUE POINT OF BEGINNING:

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave the corner common the land lots 207, 208, 209 and 210 and run South $03^{\circ} 20' 43''$ East a distance of 350.22 feet to a point; thence run South $08^{\circ} 17' 03''$ West a distance of 225.40 feet to a point; thence run South $89^{\circ} 12' 53''$ East a distance of 1139.70 feet to a point; thence run South $00^{\circ} 35' 08''$ East a distance of 912.71 feet to a point; thence run South $89^{\circ} 38' 24''$ East a distance of 601.36 feet to a point; thence run South $00^{\circ} 02' 42''$ West a distance of 57.45 feet to a point; thence run South $17^{\circ} 14' 20''$ West a distance of 73.81 feet to a point; thence run South $00^{\circ} 03' 06''$ East a distance of 683.10 feet to a point; thence run South $60^{\circ} 57' 16''$ West a distance of 248.48 feet to a point; thence run South $68^{\circ} 41' 39''$ West a distance of 334.74 feet to a point; thence run South $56^{\circ} 32' 52''$ West a distance of 265.39 feet to a point; thence run South $54^{\circ} 27' 01''$ West a distance of 313.28 feet to a point; thence run South $59^{\circ} 04' 52''$ West a distance of 217.96 feet to a point; thence run South $61^{\circ} 35' 11''$ West a distance of 783.08 feet to a point; thence run South 60°

$52' 45''$ West a distance of 271.98 feet to a point; thence run along arc of a curve to the right, an arc distance of 546.58 feet (said curve having a radius of 837.62 feet, being subtended by a chord bearing South $83^{\circ} 55' 51''$ West, a chord distance of 536.93 feet) to a point; thence run North $68^{\circ} 07' 09''$ West a distance of 691.37 feet to a point; thence run along arc of a curve to the right, an arc distance of 438.67 feet (said curve having a radius of 1890.45 feet, being subtended by a chord bearing North $58^{\circ} 15' 42''$ West, a chord distance of 437.69 feet) to a concrete monument found; thence run North $53^{\circ} 41' 58''$ West a distance of 76.42 feet to a concrete monument found; thence run North $63^{\circ} 53' 58''$ West a distance of 624.38 feet to a point; thence run North $73^{\circ} 23' 58''$ West a distance of 164.86 feet to a point; thence run North $09^{\circ} 58' 58''$ West a distance of 73.20 feet to a point; thence run South $79^{\circ} 18' 02''$ West a distance of 14.99 feet to a

point; thence run North 09° 57' 58" West a distance of 63.56 feet to a point; thence run North 18° 30' 58" West a distance of 579.31 feet to a point; thence run North 63° 15' 02" East a distance of 9.99 feet to a point; thence run North 29° 40' 57" West a distance of 191.80 feet to a concrete monument found, said concrete monument found being located on the Land Lot Line common to Land Lots 49 and 208; thence run along said Land Lot Line common to Land Lots 49 and 208 North 00° 12' 45" East a distance of 996.15 feet to a concrete monument found; thence leave said Land Lot Line common to Land Lots 49 and 208 and run South 78° 29' 47" East a distance of 1553.95 feet to a concrete monument found; thence run North 00° 04' 39" West a distance of 1163.12 feet to a point, said point being located on the Land Lot Line common to Land Lots 208 and 209; thence run along the Land Lot Line common to land lot lines 208 and 209 North 89° 51' 56" East a distance of 1513.42 feet to a concrete monument found, said concrete monument found being the TRUE POINT OF BEGINNING.

Said Tract containing 259.32 acres (11,295,941 square feet).

EXHIBIT B

FORM OF RESOLUTION OF THE URA APPROVING SETTLEMENT AGREEMENT

(See Attached)

RESOLUTION OF THE URBAN REDEVELOPMENT AGENCY

OF THE CITY OF FOREST PARK, GEORGIA

WHEREAS, the City of Forest Park, Georgia (the “City”), in order to exercise the powers conferred upon the City by Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “**Urban Redevelopment Law**”), adopted a resolution on December 16, 2013, finding that one or more slum areas exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, the City, by resolution adopted on April 16, 2014, designated the area covered by the hereinafter defined Urban Redevelopment Plan as an “urban redevelopment area,” or “slum area,” which the City Council of the City designated as appropriate for an urban redevelopment project; and

WHEREAS, the City Council of the City held a public hearing on May 19, 2014 on a proposed urban redevelopment plan entitled “Amended and Restated Fort Gillem Urban Redevelopment Plan” (the “**Urban Redevelopment Plan**”), a copy of which is on file with the City; and

WHEREAS, public notice of such public hearing was published in the Clayton News Daily, a newspaper having a general circulation in the area of operation of the City, on May 17, 2014; and

WHEREAS, the City, by a resolution adopted on May 19, 2014, approved the Urban Redevelopment Plan and the urban redevelopment projects set forth therein; and

WHEREAS, the Urban Redevelopment Agency of the City of Forest Park (the “**Redevelopment Agency**”) is a public body corporate and politic duly created and validly existing under and pursuant to the Urban Redevelopment Law; and

WHEREAS, the City, by resolution adopted on February 3, 2014, activated the Redevelopment Agency and elected to have the Redevelopment Agency exercise the City’s “urban redevelopment project powers” under the Urban Redevelopment Law, and the Redevelopment Agency’s commissioners were appointed as provided in the Urban Redevelopment Law and they or their duly appointed successors are currently acting in that capacity; and

WHEREAS, the Urban Redevelopment Law authorizes the Redevelopment Agency to undertake and carry out within the corporate limits of the City “urban redevelopment projects,” which are defined to include undertakings or activities of the Redevelopment Agency in an urban redevelopment area under the Urban Redevelopment Law for the elimination and for the prevention of the development or spread of slums and may involve slum clearance and redevelopment in an urban redevelopment area, rehabilitation or conservation in an urban redevelopment area, or any combination or part thereof, in accordance with an urban redevelopment plan adopted pursuant to the Urban Redevelopment Law; and

WHEREAS, the Urban Redevelopment Law authorizes the Redevelopment Agency to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Urban Redevelopment Law; to acquire, by purchase, option, grant, or otherwise, any real property (defined to include all lands, including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith); to hold, improve, clear, or prepare for redevelopment any such property; to sell, lease, or otherwise transfer real property in an urban redevelopment area or any interest therein acquired by it and to enter into contracts with respect thereto, for residential, recreational, commercial, industrial, or other uses or for public use, or the Redevelopment Agency may retain such property or interest for public use, in accordance with the urban redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land and including the incorporation by reference therein of the provisions of an urban redevelopment plan or any part thereof, as it may deem to be in the public interest or necessary or desirable to assist in preventing the development or spread of future slums or to otherwise carry out the purposes of the Urban Redevelopment Law; and to borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal government, the state, county, or other public body or from any sources, public or private, for the purposes of the Urban Redevelopment Law and to give such security as may be required and to enter into and carry out contracts in connection therewith; and

WHEREAS, pursuant to the Urban Redevelopment Plan and the Urban Redevelopment Law, the Redevelopment Agency determined that it was in the best interest of the Redevelopment Agency and in furtherance of the Urban Redevelopment Plan to solicit potential private developers for proposals to acquire an option to purchase up to 500 acres in the urban redevelopment area to be developed in accordance with the Urban Redevelopment Plan; and

WHEREAS, in seeking proposals from private developers the Redevelopment Agency complied with reasonable competitive bidding procedures as set forth in OCGA Section 36-61-10, among them, the notice (the "**Solicitation**") was published on May 10, 2014 and May 17, 2014 in the *Clayton News Daily*, which is the newspaper having general circulation in the City of Forest Park, and such notice invited proposals from private developers, identified the areas that were subject to the solicitation and provided that additional information was available from the City of Forest Park; and

WHEREAS, by proposal dated May 19, 2014 (the "**Proposal**") Forest Park Development Partners LLC ("**FPDP**") responded timely to the request for proposals, the Proposal committing to develop the property to be acquired in accordance with the Urban Redevelopment Plan; and

WHEREAS, the Proposal complied with the requirements of the Solicitation; and

WHEREAS, at its meeting on May 28, 2014 the Redevelopment Agency unanimously accepted the Proposal, and approved the Development and Disposition Agreement (the "**DDA**") and the Purchase Option Agreement (the "**Option Agreement**") that were attached to the Proposal or agreed to in connection therewith, which action was further confirmed by that certain Authorizing Resolution of the URA evidencing the unanimous approval by its Board of Commissioners on June 2, 2014; and

WHEREAS, the Redevelopment Agency in making its decision to approve the Proposal determined that the Proposal was in accordance with and subject to the Urban Redevelopment Plan, and further determined that the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Gillem Logistics Center, to which the land to be acquired pursuant to the Option Agreement was subject (the "**Master Declaration**") embraced and carried out the Urban Redevelopment Plan, and that in expressly taking subject to the Master Declaration, those taking title to property pursuant to Option Agreement were also expressly taking subject to the Urban Redevelopment Plan, and that all of same was in public interest and necessary or desirable to assist in preventing the spread of future slums or to otherwise carry out the purposes of OCGA 36-61-1, et seq.; and

WHEREAS, the time periods in the Option Agreement requiring exercise of a certain number of acres by certain dates met or exceeded the requirement in the Urban Redevelopment Law that permits the Redevelopment Agency to impose other obligations on its transferees, including the obligation to develop in certain time periods; and

WHEREAS, the property to be conveyed to FPDP or its assignees under the Option Agreement was at not less than the fair value of the property for purposes of the Urban Redevelopment Law and for uses in accordance with the Urban Redevelopment Plan; and

WHEREAS, in determining the fair value, the Redevelopment Agency took into account and gave consideration to the uses provided in the Urban Redevelopment Plan, the restrictions upon and the covenants, conditions, and obligations assumed by FPDP including those contained in the Master Declaration, which met and were in furtherance of the objectives of the Urban Redevelopment Plan for the prevention of the recurrence of slum areas; and

WHEREAS, that in making its decision approving the DDA and the Option Agreement and accepting the Proposal, the Redevelopment Agency considered all proposals submitted, the financial and legal ability of FPDP to carry out the proposal, and accepted the proposal that it deemed to be in the public interest and in furtherance with the purposes of the Urban Redevelopment Law; and

WHEREAS, since the execution and delivery of the DDA and the Option Agreement FPDP has exercised its options under the Option Agreements on several occasions, resulting in the conveyance of parcels of option property, aggregating 212.49 acres (the "**Prior Conveyances**"); and

WHEREAS, the Redevelopment Agency and FPDP have agreed to amend the Option Agreement, the terms of such amendment being set forth in a Settlement Agreement to be dated the date of its execution and delivery, in the form presented to the Commissioners of the Redevelopment Agency; and

WHEREAS, the amendments to the Option Agreement set forth in the Settlement Agreement benefit the Redevelopment Agency because, among other factors, the per acre option prices have been further increased; and

WHEREAS, each parcel that has been conveyed by the Redevelopment Agency under the Prior Conveyances has been developed in accordance with the Urban Redevelopment Plan; and

WHEREAS, the Redevelopment Agency has determined that the Settlement Agreement is in the best interest of the Redevelopment Agency and the Urban Redevelopment Plan, and that the Proposal, the DDA and the Option Agreement, as amended by the Settlement Agreement are in the best interest of the Redevelopment Agency and Urban Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Redevelopment Agency as follows:

1. The forms, terms, and conditions of the DDA and the Option Agreement, and the execution, delivery, and performance of the DDA and the Option Agreement, together with all prior amendments thereto, are hereby ratified. The forms, terms, and conditions of the Settlement Agreement and the Option Agreement as amended thereby and the execution, delivery, and performance of the Settlement Agreement is hereby ratified, approved and authorized. The Settlement Agreement shall be in substantially the form submitted to the Board of Commissioners of the Redevelopment Agency with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chairman of the Redevelopment Agency, whose approval thereof shall be conclusively evidenced by the execution of the Settlement Agreement.

2. Each of the above recitals are true and correct, ratified and affirmed.

3. This Resolution and the Settlement Agreement, as approved by this Resolution, which is hereby incorporated in this Resolution by this reference thereto, shall be placed on file in the records of the Redevelopment Agency.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this ____ day of ____ 2017.

SCHEDULE 1

EXCLUDED PROPERTY

(See Attached)