

MEMORANDUM

To: Mayor and Council

From: Michael Smith, Public Works Director

Date: September 12, 2016

Subject: **First Read:** An Ordinance to Grant a Permanent Stormwater Maintenance Easement to Atlanta Office Investment, LLC

ITEM DESCRIPTION

An Ordinance to grant a permanent easement to Atlanta Office Investment, LLC for the purposes of maintaining storm water infrastructure within the right of way of Hammond Drive

BACKGROUND

In developing the State Farm office building at 236 Perimeter Center Parkway, Atlanta Office Investment, LLC is constructing road improvements along the frontage of the property and is dedicating additional right of way on Hammond Drive. Portions of the on-site private storm water management, as shown on Exhibits C and D of the two Stormwater Drainage Line Easement Agreements, are located in the new public right of way. The proposed Ordinance will allow for the property owner to access the public right of way area to maintain the private storm water system.

RECOMMENDED ACTION

Staff recommends approval of the ordinance to grant the permanent storm water maintenance easements so that the private storm water pipes within the public right of way can be maintained by the property owner.

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2016-XX-XX

AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT TO ATLANTA OFFICE INVESTMENT PHASE I, LLC FOR THE PURPOSE OF MAINTAINING STORMWATER DRAINAGE PIPE ALONG CERTAIN RIGHTS-OF-WAY ON HAMMOND DRIVE

WHEREAS, Atlanta Office Investment Phase I, LLC ("Grantee") owns that piece of property located along Hammond Drive, Perimeter Center Parkway and Goldkist Road, described specifically in the Stormwater Drainage Line Easement Agreement attached hereto and incorporated herein by reference; and

WHEREAS, as part of its development of its Property, Grantee is in need of easements within the Hammond Drive right of way for the purposes of maintaining private storm water facilities; and

WHEREAS, Grantee agrees to maintain said easement as described in the Stormwater Drainage Line Easement Agreement.

NOW, IT IS HEREBY ORDAINED, by the Mayor and Council for the City of Dunwoody, that the Stormwater Drainage Line Easement Agreement as attached hereto and incorporated herein, is hereby approved and the Mayor, City Manager, and City Attorney are hereby authorized to execute all necessary documents therefor, to affect the granting of the storm water easement as described herein.

SO RESOLVED AND EFFECTIVE, this ____ day of _____, 2016.

Approved:

Denis L. Shortal, Mayor

Approved as to Form and Content

Attest:

Sharon Lowery, City Clerk

City Attorney

(Seal)

UPON RECORDING RETURN TO:

Troutman Sanders LLP
 600 Peachtree Street, N.E.
 Suite 5200
 Atlanta, Georgia 30308-2216
 Attention: Maureen Theresa Callahan, Esq.

STORMWATER DRAINAGE LINES EASEMENT AGREEMENT
 (City of Dunwoody for the Benefit of Phase I)

THIS STORMWATER DRAINAGE LINES EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 2016, by and between the CITY OF DUNWOODY, GEORGIA, a municipality of the State of Georgia ("**Grantor**"), and ATLANTA OFFICE INVESTMENT PHASE I, L.L.C., a Delaware limited liability company ("**Grantee**"). (Grantor and Grantee are sometimes collectively referred to as the "**Parties**".)

BACKGROUND STATEMENT

Pursuant to the Quitclaim Right-of-Way Deed dated _____, 2016 and recorded on or about the same day as this Agreement, Grantee has conveyed to Grantor that certain parcel of real property described on Exhibit "A-1" to become a part of the public right-of-way known as Hammond Drive, Dunwoody, DeKalb County, Georgia (the "**ROW Parcel**"). Grantor is also the owner of that certain real property described on Exhibit "A-2" ("**Grantor's Additional Property**"; the ROW Parcel and Grantor's Additional Property are collectively referred to as "**Grantor's Property**").

Grantee is the owner of that certain parcel of real property more particularly described on Exhibit "B" ("**Grantee's Property**") adjacent to Hammond Drive.

Grantor is willing to grant Grantee the easement and rights within the area described on Exhibit "C" and depicted on Exhibit "D" as "**Easement Area 1**" and "**Easement Area 2**" (collectively, the "**Easement Area**") for the purpose of maintaining, repairing and replacing stormwater drainage lines (the "**Stormwater Drainage Lines**") within the Easement Area, as more particularly described in this Agreement.

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. Storm Water Drainage Lines Easement. Grantor grants and conveys to Grantee, for the benefit of and as an appurtenance to Grantee's Property, a non-exclusive perpetual easement over, under,

upon, across and through the Easement Area for the use, maintenance, repair, replacement and operation of the Stormwater Drainage Lines within the Easement Area.

2. Maintenance Standards. The Stormwater Drainage Lines will be maintained in accordance with first class maintenance standards. Grantee will perform all maintenance, repair and replacement work in a good and workmanlike manner and in accordance with: (i) all permits and approvals, including plan approvals, obtained in connection with the work, (ii) all applicable laws, codes, ordinances, rules and regulations, and (iii) sound engineering principles. If any maintenance, repair or replacement work will impact traffic on any public rights-of-way, then Grantee will comply with a traffic management plan developed by Grantee and approved by Grantor.

Grantee agrees that if the maintenance standard set forth above is not complied with after written notice to Grantee (the "**First Maintenance Notice**") and a period of thirty (30) days to perform the required maintenance (with such longer period of time permitted if the scope of the maintenance requires it; as long as Grantee commences the work and diligently prosecutes it to completion), then, in such event, Grantor may elect on written notice to Grantee (the "**Second Maintenance Notice**") to perform (or cause to be performed) the required maintenance. In addition, if the failure to maintain poses a safety threat as reasonably determined by Grantor, Grantor will state that fact with the reasons for the same in the First Maintenance Notice.

If Grantor elects to exercise its self-help rights, the actual costs reasonably incurred by Grantor will be reimbursed to Grantor within ten (10) days of a written demand accompanied by reasonable evidence of the costs incurred. If Grantee fails to so reimburse Grantor, Grantor may file a lien on Grantee's Property in the manner provided in DeKalb County, Georgia for the filing of mechanics' and materialmen's liens. All costs incurred by Grantor will accrue interest at the rate of eight percent (8%) per annum from the date incurred until the date paid.

3. Indemnification. Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from any and all actual damages which Grantor may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise of the easements and rights granted in this Agreement (including cost of defense, settlement, and reasonable attorneys' fees) which Grantor may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders caused solely by the negligent act, negligent omissions or willful misconduct of Grantee, its employees or contractors in the performance of this Agreement.

4. Insurance. Grantee shall obtain and furnish applicable insurance certificates to Grantor for the following amounts of insurance and the insurance shall be maintained in full force and effect during the life of this Agreement:

- (a) Commercial General Liability Insurance providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00).

5. Run with the Land; Governing Law. The rights, easements and obligations established in this Agreement will run with the land and shall be binding upon and inure to the benefit of Grantee, its assigns and successors, and, to the extent allowable by law, upon Grantor. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

6. Recordation. This Agreement shall be recorded in the real property records of DeKalb County, Georgia.

7. Notices. All notices, consents, requests, demands or other communications given to or upon the respective Party shall be in writing and shall be effective for all purposes upon receipt when given by (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

GRANTOR: City of Dunwoody
c/o City Manager
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

WITH A COPY TO: Leonid Felgin, Esq.
Riley McLendon, LLC
315 Washington Avenue
Marietta, Georgia 30060

GRANTEE: Atlanta Office Investment Phase I, L.L.C.
c/o State Farm Mutual Automobile Insurance Company
1 State Farm Plaza E-7
Bloomington, Illinois 61710
Attention: John Higgins, Senior Investment Officer

WITH A COPY TO: Atlanta Office Investment Phase I, L.L.C.
c/o State Farm Mutual Automobile Insurance Company
1 State Farm Plaza A-3
Bloomington, Illinois 61710
Attention: Christiane M. Stoffer, Associate General Counsel

AND: Atlanta Office Investment Phase I, L.L.C.
c/o KDC Real Estate Development & Investments
1040 Crown Pointe Parkway
Suite 1070
Atlanta, Georgia 30338
Attention: Alexander A. Chambers

AND: Maureen Theresa Callahan, Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308-2216

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first set forth above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

CITY OF DUNWOODY, GEORGIA

Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission Expires:

(NOTARY SEAL)

[Signatures continue on the following page]

Signed, sealed and delivered
in the presence of:

Karen G. Gowell
Witness

Jennifer Minter
Notary Public

My Commission Expires:

7/31/17
(NOTARY SEAL)



DEVELOPER:

ATLANTA OFFICE INVESTMENT PHASE I, L.L.C., a
Delaware limited liability company

By: Atlanta Hub One SFMM, LLC,
a Delaware limited liability company

Its: Manager and Member

By: State Farm Mutual Automobile Insurance Company,
a corporation organized and doing business under the
Illinois Insurance Code

Its: Manager and Sole Member

By: Philip J. Reuter
Philip J. Reuter
Investment Professional

By: Christiane M. Stoffer
Christiane M. Stoffer
Assistant Secretary-Treasurer

EXHIBIT "A-1"

DESCRIPTION OF ROW PARCEL

All that tract or parcel of land lying and being in Land Lot 348 of the 18th District, City of Dunwoody, DeKalb County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the southerly right-of-way of Hammond Drive (having an apparent variable right-of-way) and the easterly right-of-way of Perimeter Center Parkway (having an apparent variable width right-of-way) if the right-of-ways were extended to intersect; thence, leaving the aforesaid point North 89°26'56" east for a distance of 92.49 feet to the True Point of Beginning on the property line of the aforesaid parcel.

Thence, from the aforesaid True Point of Beginning as thus established continuing with the aforesaid property line:

Thence north 89°26'56" east for a distance of 217.32 feet to a point; thence south 07°06'30" east for a distance of 16.14 feet to a point; thence south 88°59'08" west for a distance of 52.05 feet to a point; thence south 89°22'02" west for a distance of 32.54 feet to a point; thence south 88°19'48" west for a distance of 19.90 feet to a point; thence south 88°44'41" west for a distance of 35.50 feet to a point; thence north 78°27'59" west for a distance of 51.22 feet to a point; thence south 89°14'52" west for a distance of 11.45 feet to a point; thence south 87°12'48" west for a distance of 22.81 feet to a point; thence south 87°12'09" west for a distance of 6.39 feet to a point; thence north 55°26'52" east for a distance of 13.92 feet to a point; said point being the Point of Beginning.

Said tract containing 0.0723 acres more or less.

As shown as "Proposed Right of Way Dedication #1" on that certain Minor Subdivision Plat for Atlanta Office Investment Phase I, L.L.C. & Metropolitan Atlanta Rapid Transit Authority, recorded May 23, 2016 in Plat Book 243, Page 35, DeKalb County, Georgia records.

EXHIBIT "A-2"DESCRIPTION OF GRANTOR'S ADDITIONAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 348 OF THE 18TH DISTRICT, CITY OF DUNWOODY, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HAMMOND DRIVE (HAVING AN APPARENT VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF PERIMETER CENTER PARKWAY (HAVING AN APPARENT VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-OF-WAYS WERE EXTENDED TO INTERSECT; THENCE, LEAVING THE AFORESAID POINT NORTH 89°26'56" EAST FOR A DISTANCE OF 92.49 FEET TO A POINT ON THE PROPERTY LINE OF THE AFORESAID PARCEL; THENCE SOUTH 55°26'52" WEST FOR A DISTANCE OF 51.94 FEET TO THE TRUE POINT OF BEGINNING #1.

THENCE, FROM THE AFORESAID TRUE POINT OF BEGINNING #1 AS THUS ESTABLISHED CONTINUING WITH THE AFORESAID PROPERTY LINE:

SOUTH 55°26'52" WEST FOR A DISTANCE OF 7.56 FEET; THENCE, SOUTH 09°50'52" WEST FOR A DISTANCE OF 13.98 FEET; THENCE, NORTH 63°10'22" WEST FOR A DISTANCE OF 23.96 FEET; THENCE NORTH 26°49'38" EAST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°10'22" EAST FOR A DISTANCE OF 23.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.01 ACRES MORE OR LESS.

EXHIBIT "B"GRANTEE'S PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 348 OF THE 18TH DISTRICT, CITY OF DUNWOODY, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HAMMOND DRIVE (HAVING AN APPARENT VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF PERIMETER CENTER PARKWAY (HAVING AN APPARENT VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-WAYS WERE EXTENDED TO INTERSECT: THENCE, LEAVING THE AFORESAID POINT SOUTH 29°40'30" EAST FOR A DISTANCE OF 75.91 FEET TO THE TRUE POINT OF BEGINNING ON THE PROPERTY LINE OF THE AFORESAID PARCEL. THENCE, FROM THE AFORESAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED CONTINUING WITH THE AFORESAID PROPERTY LINE: THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 385.00 FEET, AN ARC LENGTH OF 54.47 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°34'53" WEST FOR A CHORD DISTANCE OF 54.42 FEET TO A POINT; THENCE NORTH 09°50'52" EAST FOR A DISTANCE OF 34.13 FEET TO A POINT; THENCE NORTH 55°26'52" EAST FOR A DISTANCE OF 45.58 FEET TO A POINT; THENCE NORTH 87°13'06" EAST FOR A DISTANCE OF 5.95 FEET TO A POINT; THENCE NORTH 86°58'53" EAST FOR A DISTANCE OF 0.44 FEET TO A POINT; THENCE NORTH 87°53'35" EAST FOR A DISTANCE OF 34.26 FEET TO A POINT; THENCE SOUTH 78°27'59" EAST FOR A DISTANCE OF 51.22 FEET TO A POINT; THENCE NORTH 88°44'41" EAST FOR A DISTANCE OF 35.50 FEET TO A POINT; THENCE NORTH 88°19'49" EAST FOR A DISTANCE OF 19.90 FEET TO A POINT; THENCE NORTH 89°22'02" EAST FOR A DISTANCE OF 32.54 FEET TO A POINT; THENCE NORTH 88°59'08" EAST FOR A DISTANCE OF 52.05 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 20.74 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 17.75 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 43.00 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 61.50 FEET TO A POINT; THENCE SOUTH 04°40'02" EAST FOR A DISTANCE OF 490.61 FEET TO A POINT; THENCE SOUTH 89°28'20" EAST FOR A DISTANCE OF 45.45 FEET TO A POINT; THENCE SOUTH 06°41'15" WEST FOR A DISTANCE OF 10.10 FEET TO A POINT; THENCE NORTH 89°28'04" WEST FOR A DISTANCE OF 280.96 FEET TO A POINT; THENCE NORTH 88°04'08" WEST FOR A DISTANCE OF 2.44 FEET TO A POINT; THENCE NORTH 47°25'22" WEST FOR A DISTANCE OF 49.76 FEET TO A POINT; THENCE DUE NORTH FOR A DISTANCE OF 7.05 FEET TO A POINT; THENCE NORTH 03°43'53" EAST FOR A DISTANCE OF 4.92 FEET TO A POINT; THENCE NORTH 04°56'24" EAST FOR A DISTANCE OF 5.18 FEET TO A POINT; THENCE NORTH 02°35'21" EAST FOR A DISTANCE OF 6.05 FEET TO A POINT; THENCE NORTH 01°30'49" EAST FOR A DISTANCE OF 8.09 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 279.87 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°26'14" WEST FOR A CHORD DISTANCE OF 276.15 FEET TO A POINT; THENCE NORTH 26°38'04" WEST FOR A DISTANCE OF 123.04 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.66 ACRES MORE OR LESS.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE EASEMENT AREA

LEGAL DESCRIPTION OF EASEMENT AREA #1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 348 OF THE 18TH DISTRICT, CITY OF DUNWOODY, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HAMMOND DRIVE (HAVING AN APPARENT VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF PERIMETER CENTER PARKWAY (HAVING AN APPARENT VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-WAYS WERE EXTENDED TO INTERSECT; THENCE, LEAVING THE AFORESAID POINT NORTH 89°28'56" EAST FOR A DISTANCE OF 92.49 FEET TO A POINT ON THE PROPERTY LINE OF THE AFORESAID PARCEL; THENCE SOUTH 55°26'52" WEST FOR A DISTANCE OF 51.94 FEET TO THE TRUE POINT OF BEGINNING #1.

THENCE, FROM THE AFORESAID TRUE POINT OF BEGINNING #1 AS THUS ESTABLISHED CONTINUING WITH THE AFORESAID PROPERTY LINE:

SOUTH 55°26'52" WEST FOR A DISTANCE OF 7.56 FEET; THENCE, SOUTH 09°50'52" WEST FOR A DISTANCE OF 13.98 FEET; THENCE, NORTH 63°10'22" WEST FOR A DISTANCE OF 23.96 FEET; THENCE NORTH 26°49'38" EAST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 63°10'22" EAST FOR A DISTANCE OF 23.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.01 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF EASEMENT AREA #2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 348 OF THE 18TH DISTRICT, CITY OF DUNWOODY, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HAMMOND DRIVE (HAVING AN APPARENT VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF PERIMETER CENTER PARKWAY (HAVING AN APPARENT VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-WAYS WERE EXTENDED TO INTERSECT; THENCE, LEAVING THE AFORESAID POINT NORTH 89°28'56" EAST FOR A DISTANCE OF 92.49 FEET TO A POINT ON THE PROPERTY LINE OF THE AFORESAID PARCEL; THENCE NORTH 89°26'56" EAST FOR A DISTANCE OF 217.32 FEET TO A POINT; THENCE SOUTH 07°08'30" EAST FOR A DISTANCE OF 16.14 FEET TO A POINT ON THE ROW PARCEL LINE; THENCE SOUTH 88°59'08" WEST FOR A DISTANCE OF 52.05 FEET TO A POINT; THENCE SOUTH 88°22'02" WEST FOR A DISTANCE OF 14.28 FEET TO THE TRUE POINT OF BEGINNING #2.

THENCE, FROM THE AFORESAID TRUE POINT OF BEGINNING #2 AS THUS ESTABLISHED CONTINUING WITH THE AFORESAID ROW PARCEL LINE:

THENCE SOUTH 89°22'02" WEST FOR A DISTANCE OF 18.28 FEET TO A POINT; THENCE SOUTH 88°19'49" WEST FOR A DISTANCE OF 19.90 FEET TO A POINT; THENCE SOUTH 88°44'41" WEST FOR A DISTANCE OF 35.50 FEET TO A POINT; THENCE NORTH 78°27'59" WEST FOR A DISTANCE OF 1.64 FEET TO A POINT; THENCE NORTH 78°51'24" EAST FOR A DISTANCE OF 40.97 FEET TO A POINT; THENCE NORTH 79°29'30" EAST FOR A DISTANCE OF 26.43 FEET TO A POINT; THENCE SOUTH 38°13'58" EAST FOR A DISTANCE OF 14.65 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.01 ACRES MORE OR LESS.

Kimley»Horn

10 ROSWELL STREET, SUITE 210
ALPHARETTA, GEORGIA 30009
PHONE: (770) 615-4380 www.kimley-horn.com

PROJECT:

STATE FARM PHASE I
ATLANTA HUB

CLIENT:

KDC REAL ESTATE
DEVELOPMENT & INVESTMENTS

TITLE:

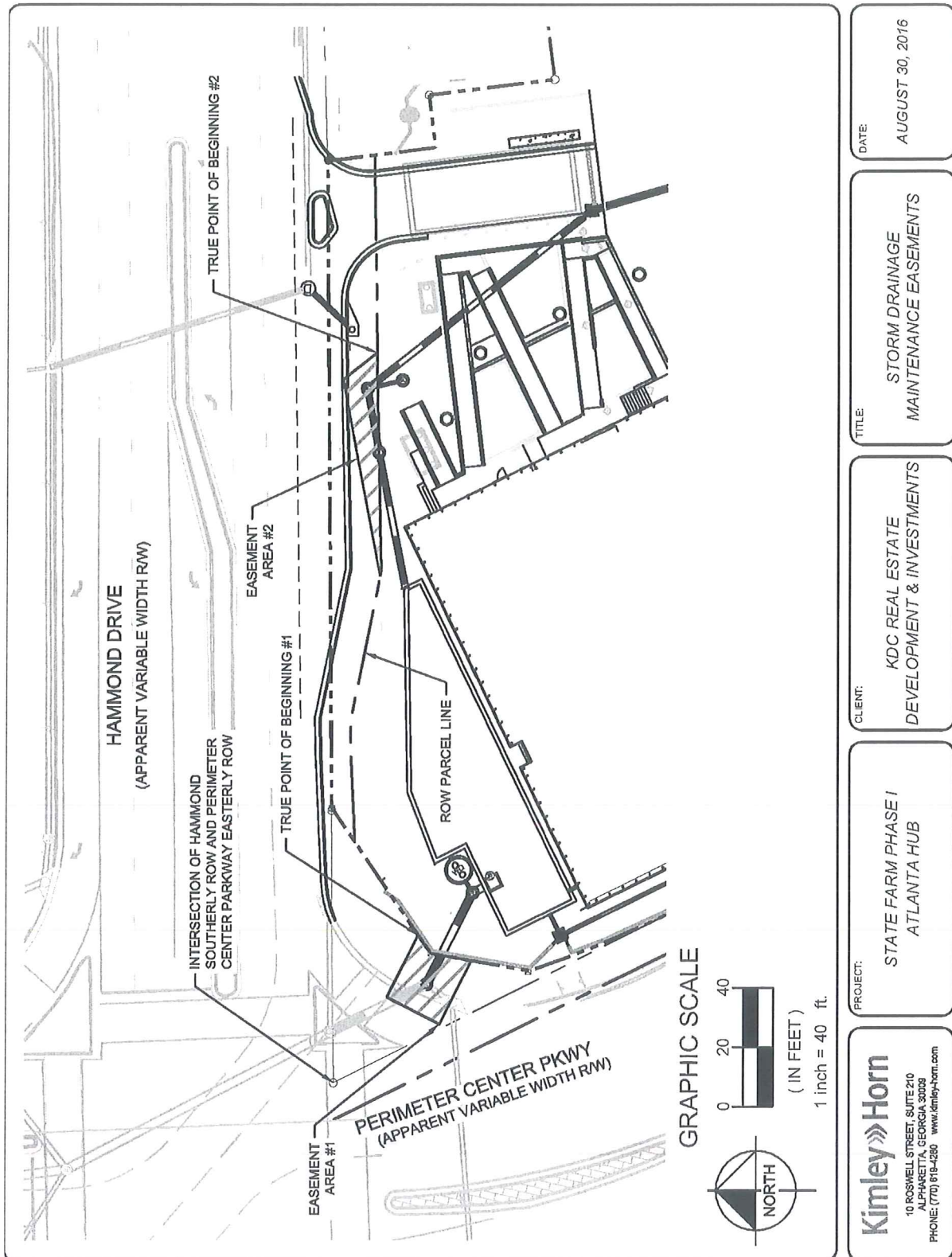
STORM DRAINAGE
MAINTENANCE EASEMENTS
(LEGAL DESCRIPTIONS)

DATE:

AUGUST 29, 2016

EXHIBIT "D"

DEPICTION OF THE EASEMENT AREA



UPON RECORDING RETURN TO:

Troutman Sanders LLP
 600 Peachtree Street, N.E.
 Suite 5200
 Atlanta, Georgia 30308-2216
 Attention: Maureen Theresa Callahan, Esq.

STORMWATER DRAINAGE LINES EASEMENT AGREEMENT
 (City of Dunwoody for the Benefit of Phase I)

THIS STORMWATER DRAINAGE LINES EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 2016, by and between the CITY OF DUNWOODY, GEORGIA, a municipality of the State of Georgia ("**Grantor**"), and ATLANTA OFFICE INVESTMENT PHASE I, L.L.C., a Delaware limited liability company ("**Grantee**"). (Grantor and Grantee are sometimes collectively referred to as the "**Parties**".)

BACKGROUND STATEMENT

Pursuant to the Quitclaim Right-of-Way Deed dated _____, 2016 and recorded on or about the same day as this Agreement, Grantee has conveyed to Grantor that certain parcel of real property described on Exhibit "A" to become a part of the public right-of-way known as Hammond Drive, Dunwoody, DeKalb County, Georgia (the "**ROW Parcel**").

Grantee is the owner of that certain parcel of real property more particularly described on Exhibit "B" ("**Grantee's Property**") adjacent to Hammond Drive. Prior to conveying the ROW Parcel, Grantee constructed stormwater drainage lines (the "**Stormwater Drainage Lines**") that extends within the ROW Parcel.

Grantor is willing to grant Grantee the easement and rights within the areas described and depicted on Exhibits "C" and "D" as "**Easement Area 1**" and "**Easement Area 2**" (together, the "**Easement Area**") for the purpose of maintaining, repairing and replacing the Stormwater Drainage Lines, as more particularly described in this Agreement.

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follow:

1. Storm Water Drainage Lines Easement. Grantor grants and conveys to Grantee, for the benefit of and as an appurtenance to Grantee's Property, a non-exclusive perpetual easement over, under,

upon, across and through the Easement Area for the use, maintenance, repair, replacement and operation of the Stormwater Drainage Lines within the Easement Area.

2. Maintenance Standards. The Stormwater Drainage Lines will be maintained in accordance with first class maintenance standards. Grantee will perform all maintenance, repair and replacement work in a good and workmanlike manner and in accordance with: (i) all permits and approvals, including plan approvals, obtained in connection with the work, (ii) all applicable laws, codes, ordinances, rules and regulations, and (iii) sound engineering principles. If any maintenance, repair or replacement work will impact traffic on any public rights-of-way, then Grantee will comply with a traffic management plan developed by Grantee and approved by Grantor.

Grantee agrees that if the maintenance standard set forth above is not complied with after written notice to Grantee (the "**First Maintenance Notice**") and a period of thirty (30) days to perform the required maintenance (with such longer period of time permitted if the scope of the maintenance requires it; as long as Grantee commences the work and diligently prosecutes it to completion), then, in such event, Grantor may elect on written notice to Grantee (the "**Second Maintenance Notice**") to perform (or cause to be performed) the required maintenance. In addition, if the failure to maintain poses a safety threat as reasonably determined by Grantor, Grantor will state that fact with the reasons for the same in the First Maintenance Notice.

If Grantor elects to exercise its self-help rights, the actual costs reasonably incurred by Grantor will be reimbursed to Grantor within ten (10) days of a written demand accompanied by reasonable evidence of the costs incurred. If Grantee fails to so reimburse Grantor, Grantor may file a lien on Grantee's Property in the manner provided in DeKalb County, Georgia for the filing of mechanics' and materialmen's liens. All costs incurred by Grantor will accrue interest at the rate of eight percent (8%) per annum from the date incurred until the date paid.

3. Indemnification. Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from any and all actual damages which Grantor may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise of the easements and rights granted in this Agreement (including cost of defense, settlement, and reasonable attorneys' fees) which Grantor may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders caused solely by the negligent act, negligent omissions or willful misconduct of Grantee, its employees or contractors in the performance of this Agreement.

4. Insurance. Grantee shall obtain and furnish applicable insurance certificates to Grantor for the following amounts of insurance and the insurance shall be maintained in full force and effect during the life of this Agreement:

- (a) Commercial General Liability Insurance providing coverage for injuries to persons as well as damage to property in an amount not less than One Million and 00/100 dollars (\$1,000,000.00).

5. Run with the Land; Governing Law. The rights, easements and obligations established in this Agreement will run with the land and shall be binding upon and inure to the benefit of Grantee, its assigns and successors, and, to the extent allowable by law, upon Grantor. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

6. Recordation. This Agreement shall be recorded in the real property records of DeKalb County, Georgia.

7. Notices. All notices, consents, requests, demands or other communications given to or upon the respective Party shall be in writing and shall be effective for all purposes upon receipt when given by (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

GRANTOR: City of Dunwoody
c/o City Manager
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

WITH A COPY TO: Leonid Felgin, Esq.
Riley McLendon, LLC
315 Washington Avenue
Marietta, Georgia 30060

GRANTEE: Atlanta Office Investment Phase I, L.L.C.
c/o State Farm Mutual Automobile Insurance Company
1 State Farm Plaza E-7
Bloomington, Illinois 61710
Attention: John Higgins, Senior Investment Officer

WITH A COPY TO: Atlanta Office Investment Phase I, L.L.C.
c/o State Farm Mutual Automobile Insurance Company
1 State Farm Plaza A-3
Bloomington, Illinois 61710
Attention: Christiane M. Stoffer, Associate General Counsel

AND: Atlanta Office Investment Phase I, L.L.C.
c/o KDC Real Estate Development & Investments
1040 Crown Pointe Parkway
Suite 1070
Atlanta, Georgia 30338
Attention: Alexander A. Chambers

AND: Maureen Theresa Callahan, Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308-2216

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first set forth above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

CITY OF DUNWOODY, GEORGIA

Witness

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

(NOTARY SEAL)

[Signatures continue on the following page]

Signed, sealed and delivered
in the presence of:

Karen J. Howell
Witness

J. Minter
Notary Public

My Commission Expires:

7/31/17
(NOTARY SEAL)



DEVELOPER:

ATLANTA OFFICE INVESTMENT PHASE I, L.L.C., a
Delaware limited liability company

By: Atlanta Hub One SFMM, LLC,
a Delaware limited liability company

Its: Manager and Member

By: State Farm Mutual Automobile Insurance Company,
a corporation organized and doing business under the
Illinois Insurance Code

Its: Manager and Sole Member

By: [Signature]
Eric J. Bridges
Investment Professional

By: [Signature]
Christiane M. Stoffer
Assistant Secretary-Treasurer

EXHIBIT "A"

DESCRIPTION OF ROW PARCEL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 348 OF THE 18TH DISTRICT, CITY OF DUNWOODY, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HAMMOND DRIVE (HAVING AN APPARENT VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF PERIMETER CENTER PARKWAY (HAVING AN APPARENT VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-WAYS WERE EXTENDED TO INTERSECT: THENCE, LEAVING THE AFORESAID POINT NORTH 89°26'56" EAST FOR A DISTANCE OF 92.49 FEET TO A POINT ON THE PROPERTY LINE OF THE AFORESAID PARCEL; THENCE SOUTH 55°26'52" WEST FOR A DISTANCE OF 13.92 FEET TO THE TRUE POINT OF BEGINNING.

THENCE, FROM THE AFORESAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED CONTINUING WITH THE AFORESAID PROPERTY LINE:

THENCE SOUTH 55°26'52" WEST FOR A DISTANCE OF 45.58 FEET TO A POINT; THENCE SOUTH 10°06'18" WEST FOR A DISTANCE OF 33.62 FEET TO A POINT; THENCE NORTH 47°48'05" EAST FOR A DISTANCE OF 49.28 FEET TO A POINT; THENCE NORTH 68°11'21" EAST FOR A DISTANCE OF 26.10 FEET TO A POINT; THENCE NORTH 89°26'24" EAST FOR A DISTANCE OF 214.48 FEET TO A POINT; THENCE NORTH 07°06'30" WEST FOR A DISTANCE OF 8.09 FEET TO A POINT; THENCE SOUTH 88°59'08" WEST FOR A DISTANCE OF 52.05 FEET TO A POINT; THENCE SOUTH 89°22'02" WEST FOR A DISTANCE OF 32.54 FEET TO A POINT; THENCE SOUTH 88°19'48" WEST FOR A DISTANCE OF 19.90 FEET TO A POINT; THENCE SOUTH 88°44'41" WEST FOR A DISTANCE OF 35.50 FEET TO A POINT; THENCE NORTH 78°27'59" WEST FOR A DISTANCE OF 51.22 FEET TO A POINT; THENCE SOUTH 89°14'52" WEST FOR A DISTANCE OF 11.45 FEET TO A POINT; THENCE SOUTH 87°12'48" WEST FOR A DISTANCE OF 22.81 FEET TO A POINT; THENCE SOUTH 87°12'09" WEST FOR A DISTANCE OF 6.39 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.08 ACRES MORE OR LESS.

EXHIBIT "B"GRANTEE'S PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 348 OF THE 18TH DISTRICT, CITY OF DUNWOODY, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HAMMOND DRIVE (HAVING AN APPARENT VARIABLE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF PERIMETER CENTER PARKWAY (HAVING AN APPARENT VARIABLE WIDTH RIGHT-OF-WAY) IF THE RIGHT-WAYS WERE EXTENDED TO INTERSECT: THENCE, LEAVING THE AFORESAID POINT SOUTH 29°40'30" EAST FOR A DISTANCE OF 75.91 FEET TO THE TRUE POINT OF BEGINNING ON THE PROPERTY LINE OF THE AFORESAID PARCEL.

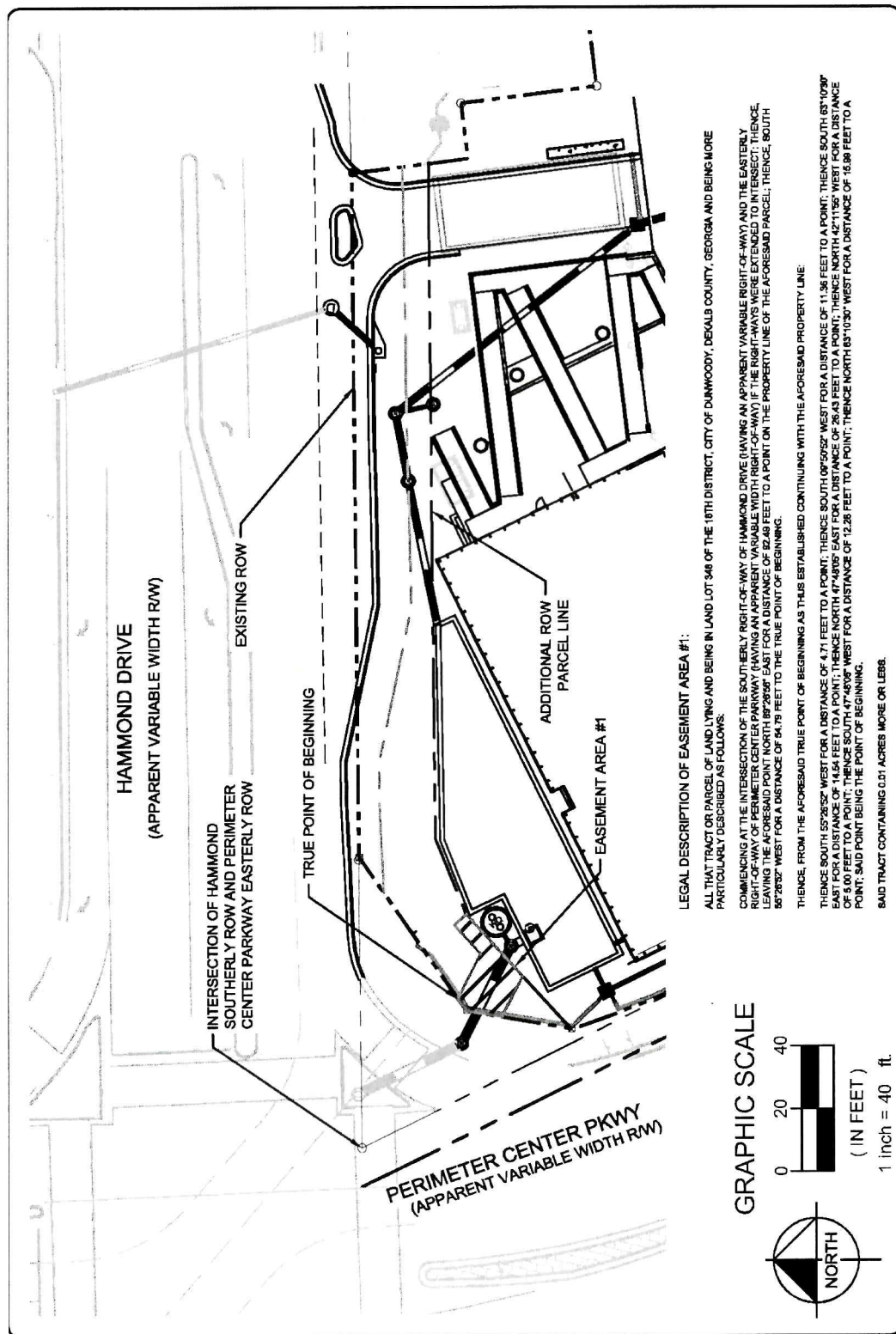
THENCE, FROM THE AFORESAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED CONTINUING WITH THE AFORESAID PROPERTY LINE:

ALONG THE ARC OF A CURVE HAVING A RADIUS OF 385.00 FEET, AN ARC LENGTH OF 54.47 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 22°34'53" WEST FOR A CHORD DISTANCE OF 54.42 FEET TO A POINT; THENCE NORTH 09°50'52" EAST FOR A DISTANCE OF 0.72 FEET TO A POINT; THENCE NORTH 47°48'59" EAST FOR A DISTANCE OF 49.02 FEET TO A POINT; THENCE NORTH 68°11'21" EAST FOR A DISTANCE OF 26.10 FEET TO A POINT; THENCE NORTH 89°26'24" EAST FOR A DISTANCE OF 214.48 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 12.66 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 17.75 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 2.10 FEET TO A POINT; THENCE SOUTH 82°53'30" WEST FOR A DISTANCE OF 5.58 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 51.96 FEET TO A POINT; THENCE SOUTH 82°53'30" WEST FOR A DISTANCE OF 5.50 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 35.02 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 10.83 FEET TO A POINT; THENCE SOUTH 07°06'30" EAST FOR A DISTANCE OF 34.02 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 29.00 FEET TO A POINT; THENCE NORTH 07°06'30" WEST FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 9.17 FEET TO A POINT; THENCE NORTH 07°06'30" WEST FOR A DISTANCE OF 54.60 FEET TO A POINT; THENCE NORTH 82°53'30" EAST FOR A DISTANCE OF 23.58 FEET TO A POINT. THENCE SOUTH 04°40'02" EAST FOR A DISTANCE OF 500.69 FEET TO A POINT. THENCE NORTH 89°28'04" WEST FOR A DISTANCE OF 237.51 FEET TO A POINT. THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 2.44 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°04'08" WEST FOR A CHORD DISTANCE OF 2.44 FEET TO A POINT. THENCE NORTH 47°25'22" WEST FOR A DISTANCE OF 53.2 FEET TO A POINT. THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 309.05 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°44'54" WEST FOR A CHORD DISTANCE OF 304.05 FEET TO A POINT. THENCE THENCE NORTH 26°38'04" WEST FOR A DISTANCE OF 123.04 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 3.49 ACRES MORE OR LESS.

EXHIBIT "C"

DESCRIPTION AND DEPICTION OF EASEMENT AREA #1



Kimley»Horn 10 ROSWELL STREET, SUITE 210 ALPHARETTA, GEORGIA 30009 PHONE: (770) 818-4280 www.kimley-horn.com <small>THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN. ANY REUSE OF THIS DOCUMENT FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN IS STRICTLY PROHIBITED.</small>	PROJECT: STATE FARM PHASE I ATLANTA HUB	CLIENT: KDC REAL ESTATE DEVELOPMENT & INVESTMENTS	TITLE: STORM DRAINAGE MAINTENANCE EASEMENT	DATE: JUNE 24, 2016
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EXHIBIT "D"

DESCRIPTION AND DEPICTION OF EASEMENT AREA #2

