

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: May 22, 2017

Subject: **SECOND READ: Ordinance Granting an Amended Underground Connector and Slip Lane Easement to Atlanta Office Investment (ORDINANCE 2017-XX-XX)**

ITEM DESCRIPTION

Second Read of an ordinance granting an amended underground connector and slip lane easement to Atlanta Office Investment Phase I, L.L.C. (AOI Phase I) and Atlanta Office Investment, L.L.C. (AOI Phase II) for the purpose of maintaining an underground connector located along certain rights-of-way on Perimeter Center Parkway

BACKGROUND

In 2014 the City Council approved an underground connector easement for AOI Phase I to construct and maintain a slip lane and tunnel that enables southbound vehicles on Perimeter Center Parkway to exit to the right and pass underneath the roadway directly into the State Farm office tower parking deck. The slip lane and connector have been constructed and are in operation.

As part of the development of the Phase II parcel, AOI Phase II plans to extend the underground connector westward to connect to the Phase II subterranean parking deck. AOI Phase I and AOI Phase II have requested to restate the original easement agreement to add AOI Phase II as a grantee so that the Phase II parcel will be able to access and use the slip lane and underground connector.

RECOMMENDED ACTION

Staff recommends approval of the ordinance granting an amended underground connector and slip lane easement to AOI Phase I and AOI Phase II.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2017-XX-XX

AN ORDINANCE AUTHORIZING THE GRANTING OF AN AMENDED UNDERGROUND CONNECTOR AND SLIP LANE EASEMENT TO ATLANTA OFFICE INVESTMENT PHASE I, L.L.C. AND ATLANTA OFFICE INVESTMENT, L.L.C. FOR THE PURPOSE OF INSTALLING AND MAINTAINING AN UNDERGROUND CONNECTOR LOCATED ALONG CERTAIN RIGHTS-OF-WAY ON PERIMETER CENTER PARKWAY

WHEREAS, Atlanta Office Investment Phase I, LLC ("AOI Phase I") owns that piece of property located along Hammond Drive, Perimeter Center Parkway and Goldkist road ("Phase I Parcel"), described specifically in the Amended and Restated Underground Connector and Slip Lane Easement Agreement attached hereto and incorporated by reference ("Amended Agreement"); and

WHEREAS, as part of its development of the Property, AOI Phase I requested, and the City granted, the Underground Connector and Slip Lane Easement Agreement dated December 8, 2014 recorded in Deed Book 24751, Page 632, in the records of the Superior Court of Dekalb county, Georgia ("Original Agreement"); and

WHEREAS, pursuant to the Original Agreement, AOI Phase I constructed an underground connector within the original easement parcel to provide access from Perimeter Center Parkway to the subterranean parking deck on the Phase I Parcel; and

WHEREAS, Atlanta Office Investment, LLC ("AOI Phase II") is the owner of a leasehold interest in the real property adjoining the westerly boundary of Perimeter Center Parkway which is more particularly described on the attached Amended Agreement; and

WHEREAS, in connection with the development of the Phase II Parcel, AOI Phase II will construct an underground connector leading to the subterranean parking deck that will be constructed on the Phase II Parcel (the "Phase II Underground Connector"). Vehicles will enter the Slip Lane and turn in a westerly direction and enter the Phase II Underground Connector and reach the subterranean parking deck.

WHEREAS, AOI Phase I and AOI Phase II requested to restate the Original Agreement to add AOI Phase II as a grantee so that the Phase II Parcel will benefit from certain of the easements and rights contained in the Original Agreement, and to further modify the Original Agreement in certain respects.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2017-XX-XX

WHEREAS, AOI Phase I and AOI Phase II, as Grantees, agree to maintain said easement as described in the Amended Agreement; and

WHEREAS, the City believes that the underground connector for both the Phase I and Phase II Parcels will allow persons going into the Phase I and Phase II facilities to have an easy path off of the right of way and thus preventing additional traffic and cluttering of the right of way and enhancing the safety of travelers thereon.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council for the City of Dunwoody, that the Mayor, City Manager, and City Attorney are hereby authorized to execute all necessary documents, including the Amended and Restated Underground Connector and Slip Lane Easement Agreement and incorporated herein, to affect the granting of the Amended Easement as described herein.

SO ORDAINED, this ____ day of _____, 2017.

Approved:

Denis L. Shortal, Mayor

ATTEST:

Approved as to Form and Content:

Sharon Lowery, City Clerk

Office of City Attorney

UPON RECORDING RETURN TO:

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

Clerk, Please Cross Reference:

**Deed Book 24751, Page 632; Records of
 DeKalb County, Georgia**

**AMENDED AND RESTATED UNDERGROUND CONNECTOR
 AND SLIP LANE EASEMENT AGREEMENT**
 (Phase I)

THIS AMENDED AND RESTATED UNDERGROUND CONNECTOR AND SLIP LANE EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017, by and among CITY OF DUNWOODY, GEORGIA, a municipality of the State of Georgia ("City"); ATLANTA OFFICE INVESTMENT PHASE I, L.L.C., a Delaware limited liability company ("AOI Phase I"); and ATLANTA OFFICE INVESTMENT, L.L.C., a Delaware limited liability company ("AOI Phase II"). City, AOI Phase I and AOI Phase II are sometimes referred to individually as a "Party" and collectively referred to as the "Parties". As used in this Agreement, the agents, contractors, utilities providers, customers, employees, tenants and invitees of a Party are, collectively, "Permittees".

RECITALS:

A. City is the owner of the right-of-way known as Perimeter Center Parkway, Dunwoody, DeKalb County, Georgia. A portion of the right-of-way is described on **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein (the "Original Easement Parcel").

B. AOI Phase I is the owner of the real property adjoining the easterly boundary of Perimeter Center Parkway and which is more particularly described on **Exhibit C** attached hereto and incorporated herein (the "Phase I Parcel").

C. AOI Phase II is the owner of a leasehold interest in the real property adjoining the westerly boundary of Perimeter Center Parkway and which is more particularly described on **Exhibit D** attached hereto and incorporated herein (the "Phase II Parcel").

D. City and AOI Phase I entered into an Underground Connector and Slip Lane Easement Agreement (the "Original Agreement") dated December 8, 2014 recorded in Deed Book 24751, Page 632, in the records of the Superior Court of DeKalb County, Georgia (the "Records").

E. Pursuant to the Original Agreement, AOI Phase I constructed an underground connector (the "Phase I Underground Connector") within the Original Easement Parcel to provide access from Perimeter Center Parkway to the subterranean parking deck that has been constructed on the Phase I Parcel. The Phase I Underground Connector may, from time to time, be used for access between the Phase I Parcel and the Phase II Parcel by the Permittees of AOI Phase I and AOI Phase II, respectively, as may be agreed between AOI Phase I and Phase II in a separate recorded agreement. Traffic enters the Phase I Underground Connector via a lane (the "Slip Lane") that AOI Phase I constructed within the Original Easement Parcel. As used in this Agreement, the terms "Phase I Underground Connector" and "Slip Lane" will encompass any associated improvements and facilities, including, without limitation, curbing, gutters and retaining walls.

F. The legal description of the Original Easement Parcel combined the areas within which the Phase I Underground Connector and the Slip Lane have been constructed. The Parties now establish the following descriptions and definitions:

- (i) The portion of Perimeter Center Parkway described in **Exhibit E** is the "Slip Lane Easement Parcel".
- (ii) The portion of Perimeter Center Parkway described in **Exhibit F** is the "Phase I Underground Connector Easement Parcel".
- (iii) The portion of Perimeter Center Parkway described in **Exhibit G** is the "Phase II Underground Connector Easement Parcel".

G. In connection with the Development of the Phase II Parcel, AOI Phase II will construct an underground connector leading to the subterranean parking deck that will be constructed on the Phase II Parcel (the "Phase II Underground Connector"). Vehicles will enter the Slip Lane and turn in a westerly direction and enter the Phase II Underground Connector and reach the subterranean parking deck.

H. City and AOI Phase I desire to restate the Original Agreement so that the Phase II Parcel will benefit from certain of the easements and rights contained in the Original Agreement and desire to further modify the Original Agreement in certain respects. Accordingly, City, AOI Phase I and AOI Phase II are entering into this Agreement and, by doing so, declare and agree that the Original Agreement is superseded by and replaced by this Agreement.

I. The leasehold estate of AOI Phase II is created pursuant to the Lease Agreement, dated as of December 1, 2016 (the "Bond Lease"), between AOI Phase II and the Dunwoody Development Authority (the "Authority"), with the short form of the Bond Lease being recorded on

December 15, 2016, in Deed Book 25977, Pages 86 - 91 in the Records. The Authority has executed the Consent Agreement attached to and made a part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Slip Lane Easement. City hereby grants to AOI Phase I, for the benefit of and as an appurtenance to the Phase I Parcel, and for the use by AOI Phase I and its successors and assigns and Permittees, a perpetual, non-exclusive easement (however, City agrees that additional easement rights will be granted only to the owner of the Phase II Parcel, as use of the Slip Lane is intended to be exclusive only to the Phase I Parcel and the Phase II Parcel) over, under, through and across the Slip Lane Easement Parcel for the purpose of using, maintaining, repairing and replacing the Slip Lane. The easement includes the right to extend utilities to the Phase I Underground Connector and the Slip Lane from Perimeter Center Parkway as needed to illuminate and ventilate the Phase I Underground Connector, to provide fire protection for the Phase I Underground Connector, and to illuminate the Slip Lane. AOI Phase I agrees to relocate (or cause to be relocated) any such utilities if they conflict with any future road work by City. AOI Phase I and AOI Phase II acknowledge and agree that, by separate instrument, City is granting a non-exclusive perpetual easement to AOI Phase II with respect to the Slip Lane Easement Parcel for the benefit of the Phase II Parcel.

2. Phase I Underground Connector Easement; Utilities Easement within Phase I Underground Connector and Slip Lane. City hereby grants to AOI Phase I, for the benefit of, and as an appurtenance to the Phase I Parcel, and for the use by AOI Phase I and its successors and assigns and Permittees, a perpetual, exclusive easement over, under, through and across the Phase I Underground Connector Easement Parcel for the purpose of using, maintaining, repairing and replacing the Phase I Underground Connector.

City hereby grants to AOI Phase I and AOI Phase II, for the benefit of and as an appurtenance to the Phase I Parcel and the Phase II Parcel, respectively, an exclusive, perpetual easement to install private utility connections within the Phase I Underground Connector Easement Parcel and the Slip Lane Easement Parcel to serve the improvements on the Phase I Parcel and the Phase II Parcel. Each Party covenants and agrees to maintain, in good order, any private utility facilities installed by such Party for as long as the same are in use. If and to the extent any utility facilities are no longer needed or are no longer in use, the Party who installed the utility facilities will remove (or cause to be removed) the utility facilities that are no longer in use, all in accordance with all applicable Laws (as defined below) and in accordance with good commercial construction practices.

3. Construction and Maintenance Standards; Operation Standards.

(a) AOI Phase I has constructed the Phase I Underground Connector and the Slip Lane in accordance with the plans and specifications that were approved by City in connection with the permit application for the Phase I Underground Connector and the Slip Lane. The Phase I Underground Connector and the Slip Lane will be maintained (or caused to be maintained) by AOI Phase I in accordance with first class maintenance standards. AOI Phase I will perform (or cause to

be performed) 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 (collectively, "Laws"), and (iii) sound engineering principles. If any maintenance, repair or replacement work will impact traffic on any public rights-of-way, then AOI Phase I will comply with a traffic management plan developed by AOI Phase I and approved by City. After commencing any work on the Phase I Underground Connector and the Slip Lane, AOI Phase I will diligently and expeditiously pursue such work to completion.

AOI Phase I agrees that if the maintenance standard set forth above is not complied with after written notice to AOI Phase I (with a copy to be given simultaneously to AOI Phase II) (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 the work is commenced and diligently prosecuted to completion), then, in such event, City may elect on written notice to AOI Phase I (with a copy to be given simultaneously to AOI Phase II) (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 City, City will state that fact with the reasons for the same in the First Maintenance Notice. If that unsafe condition exists, in addition to City's self-help rights, City may elect to suspend use of that portion of the Phase I Underground Connector or the Slip Lane that so poses a safety threat until it is repaired and no longer poses a safety threat. City agrees that AOI Phase II may elect to perform this work on behalf of AOI Phase I if AOI Phase I fails to do so (and AOI Phase I and II will separately enter into an agreement governing their rights and obligations if AOI Phase II performs this work on behalf of AOI Phase I). As applicable, AOI Phase II will perform any such work in compliance with the same standards, terms and conditions imposed on AOI Phase I in this Agreement.

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

(b) The Phase I Underground Connector and Slip Lane will be used in a manner that does not impede traffic flow on Perimeter Center Parkway. AOI Phase I will alter the traffic controls for and use of the Phase I Underground Connector and Slip Lane, as necessary, if traffic entering the Phase I Parcel consistently backs up onto Perimeter Center Parkway. If AOI Phase I fails to do so expeditiously, City reserves the right, on written notice to the owners of the Phase I Parcel and the Phase II Parcel, to close off the ramp entry from Perimeter Center Parkway until such time that the traffic flow through the Phase I Underground Connector and Slip Lane is addressed. As and when applicable, AOI Phase I, AOI Phase II and City will cooperate to create and implement a traffic management plan that allows for each of AOI Phase I and AOI Phase II to access their respective parcels from the Slip Lane.

4. Indemnification. Each of AOI Phase I and AOI Phase II, respectively (being an "Indemnifying Party"), agrees to indemnify City and hold City harmless from any and all actual damages which City may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise by the Indemnifying Party of the easements and rights granted in this Agreement (including cost of defense, settlement, and reasonable attorneys' fees) which City 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 the Indemnifying Party, or its employees or contractors, in the performance of this Agreement.

5. Insurance. Each of AOI Phase I and AOI Phase II shall obtain and furnish applicable insurance certificates to City for the following amounts of insurance and the insurance shall be maintained in full force and effect during 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).

6. Run with the Land; Governing Law; Creation of Condominium. The rights, easements and obligations established in this Agreement will run with the land and are for the benefit of the Phase I Parcel and the Phase II Parcel, and shall be binding upon the owners of the Phase I Parcel and the Phase II Parcel and their respective successors and assigns and successors-in-title and, to the extent allowable by law, upon City. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

AOI Phase II intends to subject the Phase II Parcel to a condominium regime (the "Master Condominium") under the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et seq. (the "Act") and to create individual commercial condominium units (each, a "Unit" and collectively the "Units"). On and within each Unit it is expected that an office tower and related retail improvements will be constructed, with related parking and common areas owned by the Unit owners and administered by the Association defined below.

It is acknowledged that, on creation of the Master Condominium, the Phase II Parcel will be comprised of the Units and that all rights and easements created for the benefit of the Phase II Parcel will benefit each Unit then comprising the Phase II Parcel (subject, however, to the express terms of the Declaration of Condominium). The Declaration of Condominium will establish an owner's association (the "Association") and each Unit owner will be a member of the Association. The owner of the Phase II Parcel will record an instrument giving notice of the creation of the Master Condominium and establishing the notice address for the Association and the descriptions of the Units comprising the Phase II Parcel. During the period of time when the Phase II Parcel is subject to the Master Condominium and one or more Units have been conveyed to the Unit owners, the Association will be the authorized agent for the Unit owners to pay all costs and perform all obligations of the owner of the Phase II Parcel under this Agreement on behalf of the Unit owners (including without limitation all liability incurred pursuant to Section 4 of this Agreement), and the board of directors (or its authorized officers) of the Association will be entitled to execute any

amendment or termination of this Agreement on behalf of the Unit owners. The Declaration of Condominium will establish, with respect to the Phase II Parcel and as between the Unit owners, how obligations and expenses incurred under this Agreement will be shared by the owners holding interests in the Phase II Parcel (and may establish limitations on the exercise of the easements under this Agreement by Unit owners).

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

8. Notices. All notices, consents, requests, demands or other communications given to or upon the respective Party (including a change of address for notices) 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:

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

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

AOI PHASE I: 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, Investment Executive

WITH COPIES 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

AOI PHASE II: Atlanta Office Investment, L.L.C.
c/o State Farm Mutual Automobile Insurance Company
1 State Farm Plaza E-7
Bloomington, Illinois 61710
Attention: John Higgins, Investment Executive

WITH COPIES TO:

Atlanta Office Investment, 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

9. Joinder by Dunwoody Development Authority. As provided in recital I above, the Dunwoody Development Authority, as fee owner of the Phase II Parcel, has executed the Consent Agreement attached to this Agreement.

[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.

CITY:

Signed, sealed and delivered
in the presence of:

CITY OF DUNWOODY, GEORGIA

Witness

By: _____
Name: _____
Title: _____

Notary Public

[CORPORATE SEAL]

My Commission Expires:

(NOTARY SEAL)

[Signatures continue on the following page]

AOI PHASE I:

Signed, sealed and delivered
in the presence of:

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

Witness

By: Atlanta Hub One SFMM, LLC,
a Delaware limited liability company
Its: Manager and Member

Notary Public

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

My Commission Expires:

(NOTARY SEAL)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

AOI PHASE II:

Signed, sealed and delivered
in the presence of:

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

Witness

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

Notary Public

Its: Member

My Commission Expires:

(NOTARY SEAL)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

CONSENT AGREEMENT

THIS CONSENT AGREEMENT is executed by the DUNWOODY DEVELOPMENT AUTHORITY, a public body corporate and politic created and existing under the laws of the State of Georgia (the “**Authority**”) to be effective the ____ day of _____, 2017 (the “**Consent Agreement**”).

WITNESSETH:

A. The Authority is the lessor under the Lease Agreement, dated as of December 1, 2016, between Atlanta Office Investment, L.L.C., a Delaware limited liability company (the “**Company**”), and the Authority (the “**Bond Lease**”), with the short form of the Bond Lease being recorded on December 15, 2016, in Deed Book 25977, Pages 86 - 91 in the Office of the Clerk of Superior Court of DeKalb County, Georgia records (the “**Records**”), encumbering certain real property more particularly described in the Bond Lease and on Exhibit "D" of the below-defined Document to which this Consent Agreement is attached (the “**Property**”).

B. The Company and Atlanta Office Investment Phase I, L.L.C. (“**AOI Phase I**”) have requested that the Authority consent to the easements and rights benefitting the Property, and the obligations and agreements of the Company, as set forth in that certain Amended and Restated Underground Connector and Slip Lane Easement Agreement (the “**Document**”) to be dated on or about the date of this Consent Agreement (and to which this Consent Agreement is to be attached), and which will be recorded in the Records; and the Authority desires, for the consideration set forth, to consent to Company entering into the Document.

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars in hand paid by the Company to the Authority and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

The Authority consents, upon the terms and conditions contained in this Consent Agreement, to the execution and recording of the Document.

Nothing contained in this Consent Agreement will impair, alter or diminish, (1) except as expressly provided in this Consent Agreement, the effect of the Bond Lease on the applicable Property or (2) any of the rights and remedies of the Authority granted in the Bond Lease. Further, in no event shall the Authority’s agreement to execute and deliver this Consent constitute, or be deemed to constitute, any agreement by the Authority to perform any obligations or to assume any obligations of the Company set forth in the Document.

This Consent Agreement is and will be binding upon the Authority and its successors and assigns and will inure to the benefit of the parties to and bound by both the Bond Lease and the Document, and their respective successors and assigns.

In executing this Consent Agreement, notwithstanding anything to the contrary contained herein or in the Document, the Authority makes no representations or warranties regarding the status of its title in the Property, the encumbrances thereon or the Company’s legal authority to assume any

obligations of any nature whatsoever that are set forth in the Document. The Company and AOI Phase I expressly acknowledge that no personal liability whatsoever shall attach to, or be incurred by the Authority, any director, officer, official, counsel, agent or employee, as such, past, present or future, of the Authority or of any successor body, either directly or through the Authority or any successor body, under or by reason of any other obligations, covenants, promises, or agreements entered into between the Company and AOI Phase I, and any other person or entity, contained in the Document or to be implied therefrom, and that all personal liability of that character against the Authority, each director, officer, official, counsel, agent or employee is, by the execution of, and as a condition to, and as part of the consideration for, the execution of the Consent Agreement, expressly waived and released.

This Consent Agreement will be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the duly authorized representatives of the Authority have executed this Consent Agreement under seal to be effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

AUTHORITY:

DUNWOODY DEVELOPMENT AUTHORITY, a
public body corporate and politic of the State of
Georgia

By: _____
Title: _____

Attest: _____
Title: _____

ACKNOWLEDGED

The undersigned acknowledge this Consent Agreement and agree to the provisions hereof that are applicable to it.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

COMPANY:

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

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

Its: Member

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

AOI PHASE I:

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: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A**ORIGINAL EASEMENT PROPERTY (LEGAL)**

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 right-of-way) if the right-of-ways were extended to Intersect; thence, leaving the aforesaid point South 26° 38' 04" East, 130.59 feet to a point on the aforesaid right-of-way of Perimeter Center Parkway; thence continuing with the aforesaid right-of-way of Perimeter Center Parkway South 26° 38' 04" East, 42.40 feet to the POINT OF BEGINNING along the aforesaid right-of-way of Perimeter Center Parkway.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid right-of-way of Perimeter Center Parkway

1. South 63° 53' 30" West, 89.77 feet; thence,
2. North 71° 06' 30" West, 35.19 feet; thence,
3. North 26° 36' 37" West, 10.25 feet; thence,
4. 107.51 feet along the arc of a curve deflecting to the right, having a radius of 347.29 feet and a chord bearing and distance of North 15° 48' 24" West, 107.08 feet; thence,
5. South 83° 03' 41" West, 2.50 feet; thence,
6. South 09° 42' 06" West, 55.06 feet; thence,
7. South 74° 36' 55" West, 2.45 feet; thence,
8. 63.33 feet along the arc of a curve deflecting to the left, having a radius of 367.15 feet and a chord bearing and distance of South 20° 03' 45" East, 63.25 feet; thence,
9. South 26° 36' 20" East, 89.51 feet; thence,
10. North 63° 53' 30" East, 138.97 feet, returning to the aforesaid right-of-way of Perimeter Center Parkway; thence,

North 26° 38' 04" West, 54.00 feet to the POINT OF BEGINNING, containing 10,758 square feet or 0.2470 acres of land, more or less.

EXHIBIT B
ORIGINAL EASEMENT PROPERTY (DEPICTION)

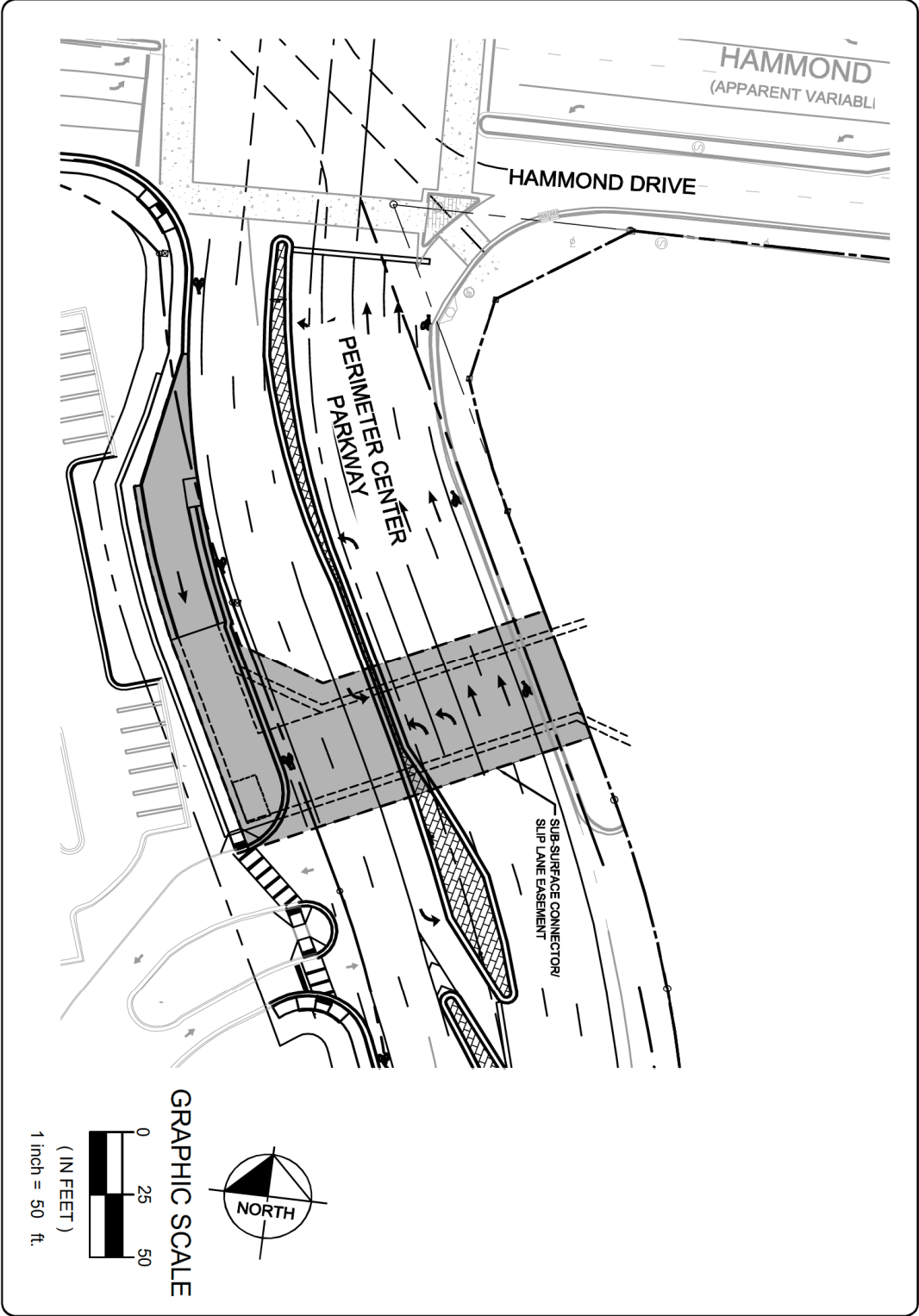


EXHIBIT C**PHASE I PARCEL**

All that tract or parcel of land lying and being in Land Lots 329 & 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 width 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' 24" East, 86.29 feet to the TRUE POINT OF BEGINNING.

Thence, from the aforesaid TRUE POINT OF BEGINNING as thus established and running with the aforesaid right-of-way line of Hammond Drive

1. North 89° 26' 24" East, 214.48 feet to a point; thence, thence, leaving the aforesaid right-of-way of Hammond Drive and running with property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority recorded at Deed Book 8898, Page 631, among the records of Dekalb County, Georgia
2. South 07° 06' 30" East, 12.66 feet to a point; thence,
3. North 82° 53' 30" East, 17.75 feet to a point; thence,
4. South 07° 06' 30" East, 2.10 feet to a point; thence, leaving the aforesaid described property and running with additional property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority recorded in Deed Book 24854, Page 462, aforesaid records
5. South 82° 53' 30" West, 5.58 feet to a point; thence,
6. South 07° 06' 30" East, 51.96 feet to a point; thence,
7. South 82° 53' 30" West, 5.50 feet to a point; thence,
8. South 07° 06' 30" East, 35.02 feet to a point; thence,
9. North 82° 53' 30" East, 10.83 feet to a point; thence,
10. South 07° 06' 30" East, 34.02 feet to a point; thence,
11. North 82° 53' 30" East, 29.00 feet to a point; thence,
12. North 07° 06' 30" West, 25.50 feet to a point; thence,
13. North 82° 53' 30" East, 9.17 feet to a point; thence,
14. North 07° 06' 30" West, 54.60 feet to a point on the aforesaid property of Metropolitan Atlanta Rapid Transit Authority as recorded in Deed Book 8898, Page 631, aforesaid records; thence, leaving the Metropolitan Rapid Transit Authority property as recorded in Deed Book 24854, Page 462, aforesaid records and continue with the said property of Metropolitan Atlanta Rapid Transit Authority as recorded in Deed Book 8898, Page 631, aforesaid records
15. North 82° 53' 30" East, 23.58 feet to a point; thence, thence, leaving the aforesaid property of Metropolitan Atlanta Rapid Transit Authority and running with property now

or formerly owned by Perimeter Atlanta SC LLC recorded at DB. 19774, Page 763, aforesaid records

16. South 04° 40' 02" East, 500.69 feet to a point on the right-of-way of Goldkist Road (having a variable width right-of-way); thence, leaving the aforesaid property of Perimeter Atlanta SC LLC and run along the said right-of-way of Goldkist Road
17. North 89° 28' 04" West, 237.51 feet to a point; thence,
18. 2.44 feet along the arc of a curve deflecting to the right, having a radius of 50.00 feet and a chord bearing and distance of North 88° 04' 08" West, 2.44 feet to a point; thence,
19. North 47° 25' 22" West, 53.20 feet to a point on the aforesaid right-of-way line of Perimeter Center Parkway; thence, leaving the aforesaid right-of-way line of Goldkist Road and running with the said right-of-way line of Perimeter Center Parkway
20. 309.05 feet along the arc of a curve deflecting to the left, having a radius of 495.00 feet and a chord bearing and distance of North 08° 44' 54" West, 304.05 feet to a point; thence,
21. North 26° 38' 04" West, 123.04 feet to a point; thence,
22. 54.47 feet along the arc of a curve deflecting to the right, having a radius of 385.00 feet and a chord bearing and distance of North 22° 34' 53" West, 54.42 feet to a point; thence,
23. North 09° 50' 52" East, 0.70 feet to a point; thence,
24. North 47° 48' 05" East, 49.03 feet to a point; thence,
25. North 68° 11' 21" East, 26.10 feet to the POINT OF BEGINNING, containing 151,992 square feet or 3.4893 acres of land, more or less.

EXHIBIT D**PHASE II PARCEL**

All that tract or parcel of land lying and being in Land Lots 329 & 348 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

BEGINNING at a 1" square rod found at the Southwest corner of Land Lot 348 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of Dekalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia; thence running along the west line of Land Lot 348,

1. North 00° 33' 37" East, 48.24 feet to a point located on the southeasterly right of way line of Hammond Drive (variable R/W); thence continuing along said right of way line,
2. North 38° 41' 07" East, 54.63 feet; thence,
3. North 51° 18' 53" West, 15.00 feet; thence,
4. North 38° 36' 53" East, 252.13 feet; thence,
5. 385.24 feet along the arc of a curve deflecting to the right and having a radius of 673.43 feet and a chord bearing and distance of North 55° 00' 10" East, 380.01 feet; thence,
6. 112.22 feet along the arc of a curve deflecting to the right and having a radius of 597.48 feet and a chord bearing and distance of North 76° 46' 17" East, 112.05 feet; thence,
7. 61.08 feet along the arc of a curve deflecting to the right and having a radius of 88.86 feet and a chord bearing and distance of South 78° 09' 15" East, 59.89 feet to the intersection formed by the southwesterly right of line of Hammond Drive and the westerly right of way line of Perimeter Center Parkway (variable R/W); thence running along the right of way line of Perimeter Center Parkway,
8. 1.66 feet along the arc of a curve deflecting to the right and having a radius of 29.50 and a chord bearing and distance of South 50° 29' 22" East, 1.66 feet; thence,
9. South 07° 06' 00" East, 24.33 feet; thence,
10. North 82° 54' 00" East, 7.21 feet; thence,
11. 26.26 feet along the arc of a curve deflecting to the left, having a radius of 364.79 feet and a chord bearing and distance of South 04° 31' 41" East, 26.26 feet; thence,
12. South 09° 42' 06" West, 24.78 feet; thence,
13. South 14° 08' 22" West, 31.94 feet; thence,
14. 69.87 feet along the arc of a curve deflecting to the left, having a radius of 382.15 feet and a chord bearing and distance of South 19° 45' 40" East, 69.77 feet; thence,
15. South 26° 36' 38" East, 168.18 feet; thence,
16. North 53° 13' 37" East, 7.98 feet; thence,
17. 13.66 feet along the arc of a curve deflecting to the right, having a radius of 7.50 feet and a chord bearing and distance of South 74° 35' 13" East, 11.85 feet; thence,
18. South 22° 24' 04" East, 2.53 feet; thence,
19. 47.67 feet along the arc of a curve deflecting to the right, having a radius of 833.33 feet and a chord bearing and distance of South 20° 55' 01" East, 47.66 feet; thence,
20. 73.44 feet along the arc of a curve deflecting to the right, having a radius of 314.55 feet and a chord bearing and distance of South 12° 39' 21" East, 73.28 feet; thence,

21. South 89° 05' 52" East, 4.14 feet; thence,
22. 177.94 feet along the arc of a curve deflecting to the right, having a radius of 385.00 feet and a chord bearing and distance of South 14° 30' 53" West, 176.36 feet; thence,
23. South 27° 45' 19" West, 125.45 feet; thence,
24. South 37° 16' 29" West, 118.42 feet; thence,
25. South 34° 48' 05" West, 65.01 feet; thence leaving said right of way line of Perimeter Center Parkway and running with property now or formerly owned by Dekalb County, Georgia per Deed Book 16716, Page 397 recorded among the Land Records of Dekalb County, Georgia
26. 17.46 feet along the arc of a curve deflecting to the right and having a radius of 237.84 feet and a chord bearing and distance of South 66° 22' 46" West, 17.45 feet; thence,
27. South 68° 05' 43" West, 58.40 feet; thence,
28. 41.15 feet along the arc of a curve deflecting to the right and having a radius of 50.00 feet and a chord bearing and distance of North 87° 59' 56" West, 40.00 feet; thence,
29. 66.03 feet along the arc of a curve deflecting to the left and having a radius of 75.00 feet and a chord bearing and distance of North 89° 38' 35" West, 63.92 feet; thence,
30. South 89° 50' 29" West, 425.07 feet to the west line of Land Lot 329; thence, leaving the aforesaid property of Dekalb County, Georgia and running with the said Land Lot line
31. North 00° 47' 51" West, 367.71 feet to the POINT OF BEGINNING, containing 554,219 square feet or 12.7231 acres of land, more or less.

EXHIBIT E

SLIP LANE EASEMENT PARCEL

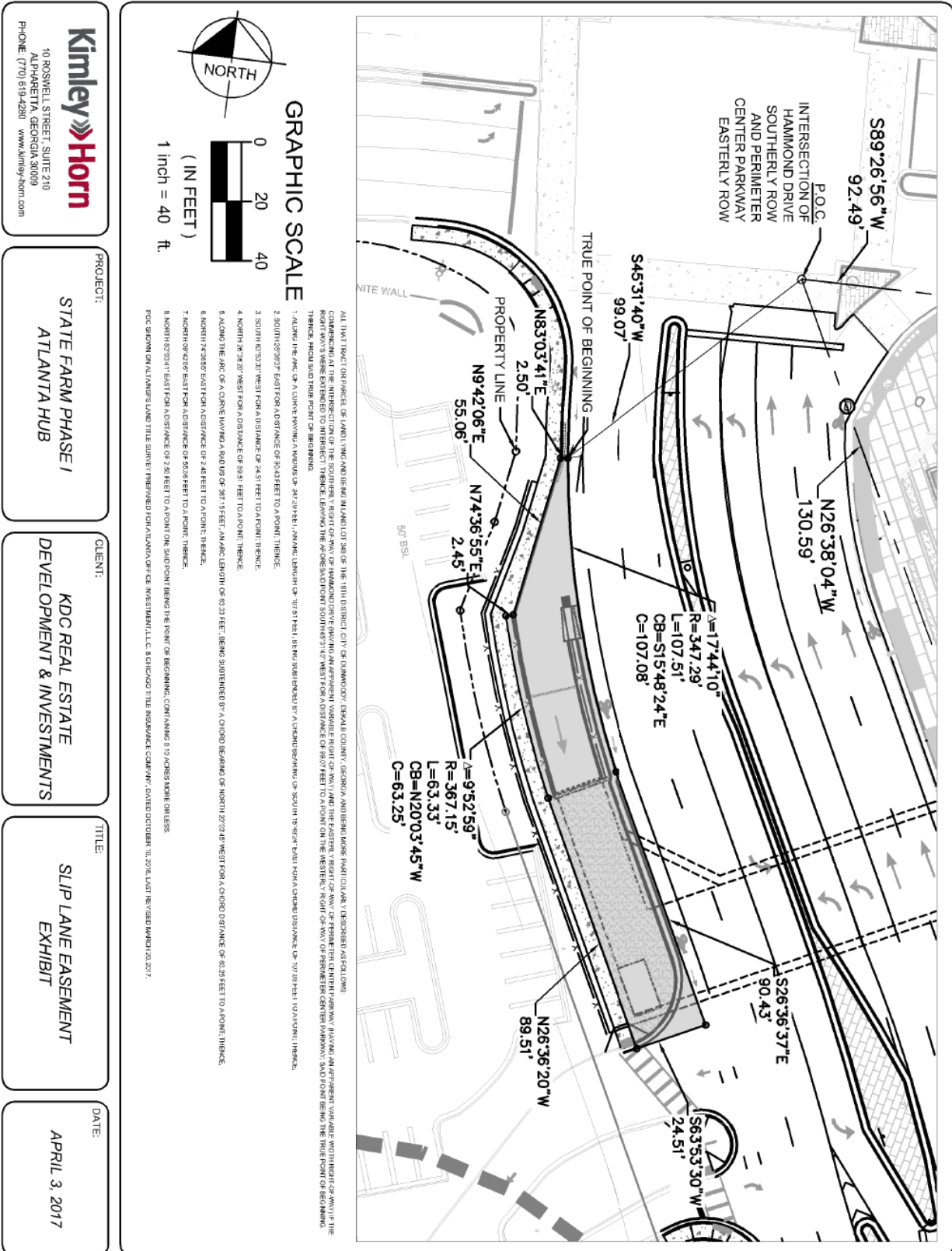


EXHIBIT F

PHASE I UNDERGROUND CONNECTOR EASEMENT PARCEL

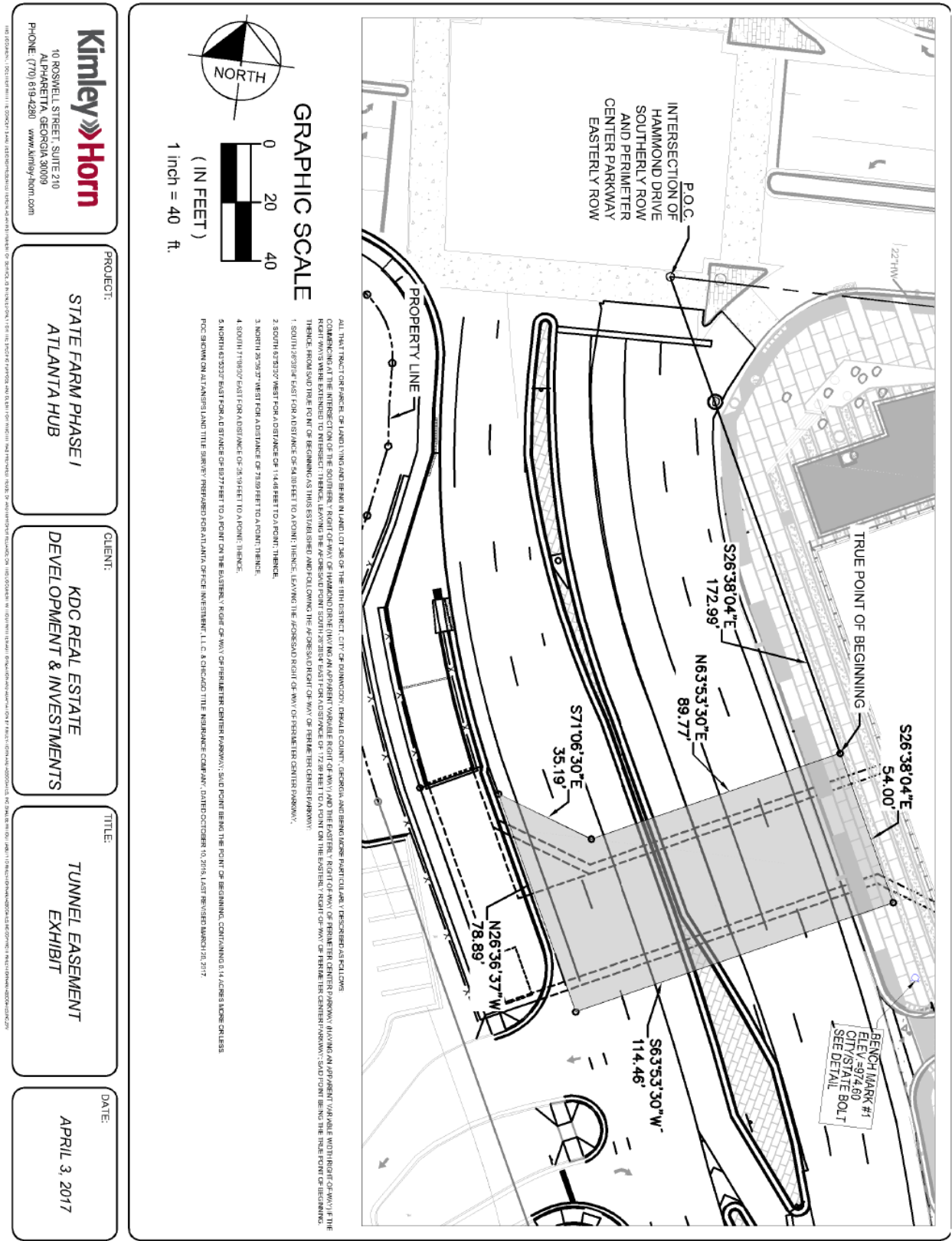
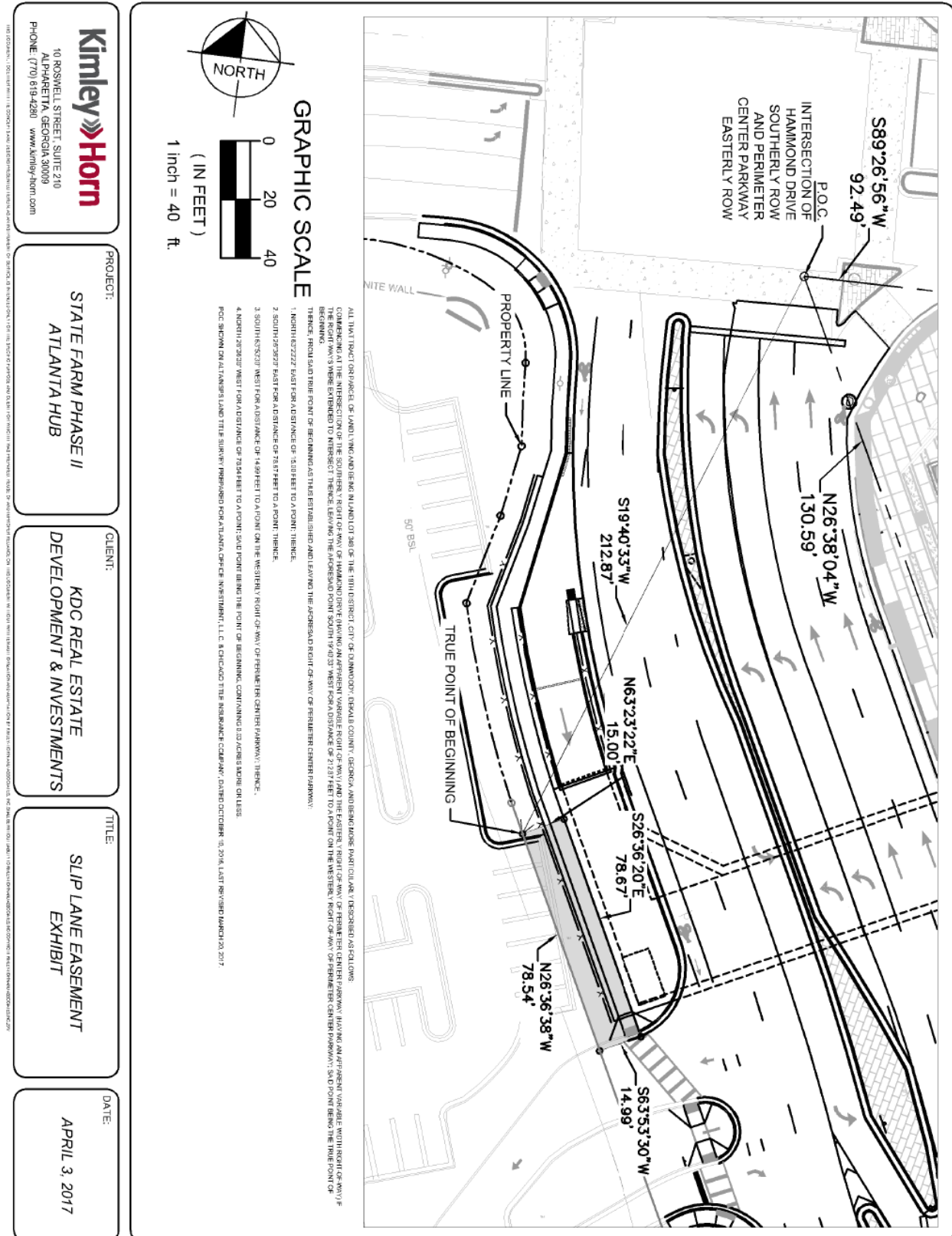


EXHIBIT G

PHASE II UNDERGROUND CONNECTOR EASEMENT PARCEL



30281101v4 247385.000001

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: May 22, 2017

Subject: **SECOND READ: Ordinance Granting a Phase II Underground Connector and Slip Lane Easement to Atlanta Office Investment, L.L.C. (ORDINANCE 2017-XX-XX)**

ITEM DESCRIPTION

Second read of an ordinance granting a Phase II Underground Connector and Slip Lane Easement to Atlanta Office Investment, L.L.C. (AOI Phase II) for the purposes of connecting the AOI Phase II subterranean parking deck to the existing underground connector and slip lane.

BACKGROUND

AOI Phase II has requested an easement within the Perimeter Center Parkway right of way to connect the Phase II subterranean parking deck to the existing AOI Phase I connector beneath Perimeter Center Parkway. The Phase II underground connector would allow southbound vehicles on Perimeter Center Parkway to exit the roadway to the right and enter the Phase II parking deck underground to the west.

RECOMMENDED ACTION

Staff recommends approval of the ordinance granting an easement to Atlanta Office Investments, L.L.C. for the purpose of installing and maintaining an underground connector located along Perimeter Center Parkway.

**AN ORDINANCE AUTHORIZING THE GRANTING OF AN UNDERGROUND
CONNECTOR AND SLIP LANE EASEMENT TO ATLANTA OFFICE INVESTMENT
L.L.C. FOR THE PURPOSE OF INSTALLING AND MAINTAINING AN
UNDERGROUND CONNECTOR LOCATED ALONG CERTAIN RIGHTS-OF-WAY
ON PERIMETER CENTER PARKWAY**

WHEREAS, Atlanta Office Investment L.L.C. ("AOI Phase II") is the owner of a leasehold interest in the real property adjoining the westerly boundary of Perimeter Center Parkway ("Phase II Parcel") which is more particularly described on the attached Underground Connector and Slip Lane Agreement ("Agreement"); and

WHEREAS, in connection with the development of the Phase II Parcel, AOI Phase II will construct an underground connector leading to the subterranean parking deck that will be constructed on the Phase II Parcel (the "Phase II Underground Connector"). Vehicles will enter the Slip Lane and turn in a westerly direction and enter the Phase II Underground connector and reach the subterranean parking deck; and

WHEREAS, AOI Phase II, as Grantee, agrees to maintain said easement as described in the Agreement; and

WHEREAS, the City believes that the Underground Connector for the Phase II parcel will allow persons going into the Phase II facilities to have an easy path off of the right of way and thus preventing additional traffic and cluttering of the right of way and enhancing the safety of the travelers thereon.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council for the City of Dunwoody, that the Mayor, City Manager, and City Attorney are hereby authorized to execute all necessary documents, including the Underground and Slip Lane Easement Agreement attached hereto and incorporated herein, to affect the granting of the Underground and Slip Lane Easement as described herein.

SO ORDAINED, this ____ day of _____, 2017.

Approved:

Denis L. Shortal, Mayor

#11.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2017-XX-XX

ATTEST:

Approved as to Form and Content:

Sharon Lowery, City Clerk

Office of City Attorney

UPON RECORDING RETURN TO:

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

Clerk, Please Cross Reference:

**Deed Book 24751, Page 632;
 Records of DeKalb County, Georgia**

**PHASE II UNDERGROUND CONNECTOR
 AND SLIP LANE EASEMENT AGREEMENT**

THIS PHASE II UNDERGROUND CONNECTOR AND SLIP LANE EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017, by and among CITY OF DUNWOODY, GEORGIA, a municipality of the State of Georgia ("City"); ATLANTA OFFICE INVESTMENT PHASE I, L.L.C., a Delaware limited liability company ("AOI Phase I"); and ATLANTA OFFICE INVESTMENT, L.L.C., a Delaware limited liability company ("AOI Phase II"). City, AOI Phase I and AOI Phase II are sometimes referred to individually as a "Party" and collectively as the "Parties". As used in this Agreement, the agents, contractors, utilities providers, customers, employees, tenants and invitees of a Party are, collectively, "Permittees".

RECITALS:

A. City is the owner of the right-of-way known as Perimeter Center Parkway, Dunwoody, DeKalb County, Georgia. A portion of the right-of-way is described on **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein (the "Original Easement Parcel").

B. AOI Phase I is the owner of the real property adjoining the easterly boundary of Perimeter Center Parkway and which is more particularly described on **Exhibit C** attached hereto and incorporated herein (the "Phase I Parcel").

C. AOI Phase II is the owner of a leasehold interest in the real property adjoining the westerly boundary of Perimeter Center Parkway and which is more particularly described on **Exhibit D** attached hereto and incorporated herein (the "Phase II Parcel").

D. City and AOI Phase I entered into an Underground Connector and Slip Lane Easement Agreement (the "Original Agreement") dated December 8, 2014 recorded in Deed

Book 24751, Page 632, in the records of the Superior Court of DeKalb County, Georgia (the "Records").

E. Pursuant to the Original Agreement, AOI Phase I constructed an underground connector (the "Phase I Underground Connector") within the Original Easement Parcel to provide access from Perimeter Center Parkway to the subterranean parking deck that has been constructed on the Phase I Parcel. Traffic enters the the Phase I Underground Connector via a lane (the "Slip Lane") that AOI Phase I constructed within the Original Easement Parcel. As used in this Agreement, the terms "Phase I Underground Connector" and "Slip Lane" will encompass any associated improvements and facilities, including, without limitation, curbing, gutters and retaining walls.

F. The Original Agreement has been superseded by the Amended and Restated Underground Connector and Slip Lane Easement Agreement entered into among City, AOI Phase I and AOI Phase II on or about the same date of this Agreement (the "Phase I Easement Agreement"). The Phase I Easement Agreement will be recorded in the Records on or about the same date of the recording of this Agreement.

G. The Parties now establish the following descriptions and definitions (which, as a matter of information, are also used in the Phase I Easement Agreement):

- (i) The portion of Perimeter Center Parkway described in **Exhibit E** is the "Slip Lane Easement Parcel".
- (ii) The portion of Perimeter Center Parkway described in **Exhibit F** is the "Phase II Underground Connector Easement Parcel".

H. In connection with the Development of the Phase II Parcel, AOI Phase II may construct an underground connector leading to the subterranean parking deck that may be constructed on the Phase II Parcel (the "Phase II Underground Connector"). Vehicles will enter the Slip Lane and turn in a westerly direction and enter the Phase II Underground Connector and reach the subterranean parking deck. The Phase II Underground Connector may, from time to time, be used for access between the Phase I Parcel and the Phase II Parcel by the Permittees of AOI Phase I and AOI Phase II as may be agreed to by AOI Phase I and AOI Phase II in a separate recorded agreement.

I. The leasehold estate of AOI Phase II is created pursuant to the Lease Agreement, dated as of December 1, 2016 (the "Bond Lease"), between AOI Phase II and the Dunwoody Development Authority (the "Authority"), with the short form of the Bond Lease being recorded on December 15, 2016, in Deed Book 25977, Pages 86 - 91 in the Records. The Authority has executed the Consent Agreement attached to and made a part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Slip Lane Easement. City hereby grants to AOI Phase II, for the benefit of and as an appurtenance to the Phase II Parcel, and for the use by AOI Phase II and its successors and assigns and Permittees, a perpetual, non-exclusive easement (however, City agrees that additional easement rights will be granted only to the owner of the Phase I Parcel, as use of the Slip Lane is intended to be exclusive only to the Phase I Parcel and the Phase II Parcel) over, under, through and across the Slip Lane Easement Parcel for the purpose of using, maintaining, repairing and replacing the Slip Lane. The easement includes the right to extend utilities to the Phase II Underground Connector and the Slip Lane from Perimeter Center Parkway as needed to illuminate and ventilate the Phase II Underground Connector, to provide fire protection for the Phase II Underground Connector, and to illuminate the Slip Lane. AOI Phase II agrees to relocate (or cause to be relocated) any such utilities if they conflict with any future road work by City. AOI Phase I and AOI Phase II acknowledge and agree that, pursuant to the Phase I Easement Agreement, City is granting a non-exclusive perpetual easement to AOI Phase I with respect to the Slip Lane Easement Parcel for the benefit of the Phase I Parcel.

2. Phase II Underground Connector Easement; Utilities Easement within Phase II Underground Connector and Slip Lane. City hereby grants to AOI Phase II, for the benefit of, and as an appurtenance to the Phase II Parcel, and for the use by AOI Phase II and its successors and assigns and Permittees, a perpetual, exclusive easement over, under, through and across the Phase II Underground Connector Easement Parcel for the purpose of constructing, using, maintaining, repairing and replacing the Phase II Underground Connector. If and when constructed, the Phase II Underground Connector will be constructed and installed substantially in accordance with plans and specifications to be approved in advance by City in connection with the permit application for the Phase II Underground Connector (once so prepared and so approved, the "Approved Plans") and in accordance with terms and conditions of this Agreement.

City hereby grants to AOI Phase I and AOI Phase II, for the benefit of and as an appurtenance to the Phase I Parcel and the Phase II Parcel, respectively, an exclusive, perpetual easement to install private utility connections within the Phase II Underground Connector Easement Parcel to serve the improvements on the Phase I Parcel and the Phase II Parcel. Each Party covenants and agrees to maintain, in good order, any private utility facilities installed by such Party for as long as the same are in use. If and to the extent any utility facilities are no longer needed or are no longer in use, the Party who installed the utility facilities will remove (or cause to be removed) the utility facilities that are no longer in use, all in accordance with all applicable Laws (as defined below) and in accordance with good commercial construction practices.

3. Construction and Maintenance Standards; Operation Standards.

(a) AOI Phase II will construct the Phase II Underground Connector in accordance with the Approved Plans. The Phase II Underground Connector will be maintained (or caused to be maintained) by AOI Phase II in accordance with first class maintenance standards. AOI Phase II will perform (or cause to be performed) 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 (collectively, "Laws"), and (iii) sound engineering principles. If any construction,

maintenance, repair or replacement work will impact traffic on any public rights-of-way, then AOI Phase II will comply with a traffic management plan developed by AOI Phase II and approved by City. After commencing any work on the Phase II Underground Connector, AOI Phase II will diligently and expeditiously pursue such work to completion.

AOI Phase II agrees that if the maintenance standard set forth above is not complied with after written notice to AOI Phase II (with a copy to be given simultaneously to AOI Phase I) (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 the work is commenced and diligently prosecuted to completion), then, in such event, City may elect on written notice to AOI Phase II (with a copy to be given simultaneously to AOI Phase I) (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 City, City will state that fact with the reasons for the same in the First Maintenance Notice. If that unsafe condition exists, in addition to City's self-help rights, City may elect to suspend use of that portion of the Phase II Underground Connector that so poses a safety threat until it is repaired and no longer poses a safety threat.

It is acknowledged by the Parties that maintenance and repair of the Slip Lane is governed by the Phase I Easement Agreement and that the First Maintenance Notice and the Second Maintenance Notice to be given to AOI Phase I as contemplated in this Agreement is for informational purposes only.

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

(b) The Phase II Underground Connector and Slip Lane will be used in a manner that does not impede traffic flow on Perimeter Center Parkway. AOI Phase II will alter the traffic controls for and use of the Phase II Underground Connector and Slip Lane, as necessary, if traffic entering the Phase II Parcel consistently backs up onto Perimeter Center Parkway. If AOI Phase II fails to do so expeditiously, City reserves the right, on written notice to the owners of the Phase I Parcel and the Phase II Parcel, to close off the ramp entry from Perimeter Center Parkway until such time that the traffic flow through the Phase II Underground Connector and Slip Lane is addressed. As and when applicable, AOI Phase I, AOI Phase II and City will cooperate to create and implement a traffic management plan that allows for each of AOI Phase I and AOI Phase II to access their respective parcels from the Slip Lane.

4. Indemnification. Each of AOI Phase I and AOI Phase II, respectively (being an "Indemnifying Party"), agrees to indemnify City and hold City harmless from any and all actual damages which City may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise by the Indemnifying Party of the easements and rights granted in this

Agreement (including cost of defense, settlement, and reasonable attorneys' fees) which City 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 the Indemnifying Party, or its employees or contractors, in the performance of this Agreement.

5. Insurance. Each of AOI Phase I and AOI Phase II shall obtain and furnish applicable insurance certificates to City for the following amounts of insurance and the insurance shall be maintained in full force and effect during 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).

6. Run with the Land; Governing Law; Creation of Condominium. The rights, easements and obligations established in this Agreement will run with the land and are for the benefit of the Phase I Parcel and the Phase II Parcel, and shall be binding upon the owners of the Phase I Parcel and the Phase II Parcel and their respective successors and assigns and successors-in-title and, to the extent allowable by law, upon City. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

AOI Phase II intends to subject the Phase II Parcel to a condominium regime (the "Master Condominium") under the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et seq. (the "Act") and to create individual commercial condominium units (each, a "Unit" and collectively the "Units"). On and within each Unit it is expected that an office tower and related retail improvements will be constructed, with related parking and common areas owned by the Unit owners and administered by the Association defined below.

It is acknowledged that, on creation of the Master Condominium, the Phase II Parcel will be comprised of the Units and that all rights and easements created for the benefit of the Phase II Parcel will benefit each Unit then comprising the Phase II Parcel (subject, however, to the express terms of the Declaration of Condominium). The Declaration of Condominium will establish an owner's association (the "Association") and each Unit owner will be a member of the Association. The owner of the Phase II Parcel will record an instrument giving notice of the creation of the Master Condominium and establishing the notice address for the Association and the descriptions of the Units comprising the Phase II Parcel. During the period of time when the Phase II Parcel is subject to the Master Condominium and one or more Units have been conveyed to the Unit owners, the Association will be the authorized agent for the Unit owners to pay all costs and perform all obligations of the owner of the Phase II Parcel under this Agreement on behalf of the Unit owners (including without limitation all liability incurred pursuant to Section 4 of this Agreement), and the board of directors (or its authorized officers) of the Association will be entitled to execute any amendment or termination of this Agreement on behalf of the Unit owners. The Declaration of Condominium will establish, with respect to the Phase II Parcel and as between the Unit owners, how obligations and expenses incurred under this Agreement will be shared by the owners holding

interests in the Phase II Parcel (and may establish limitations on the exercise of the easements under this Agreement by Unit owners).

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

8. Notices. All notices, consents, requests, demands or other communications given to or upon the respective Party (including a change of address for notices) 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:

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

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

AOI PHASE I: 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, Investment Executive

WITH COPIES 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

AOI PHASE II: Atlanta Office Investment, L.L.C.
c/o State Farm Mutual Automobile Insurance Company
1 State Farm Plaza E-7
Bloomington, Illinois 61710
Attention: John Higgins, Investment Executive

WITH COPIES TO:

Atlanta Office Investment, 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

9. Joinder by Dunwoody Development Authority. As provided in recital I above, the Dunwoody Development Authority, as fee owner of the Phase II Parcel, has executed the Consent Agreement attached to this Agreement.

[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.

CITY:

Signed, sealed and delivered
in the presence of:

CITY OF DUNWOODY, GEORGIA

Witness

By: _____
Name: _____
Title: _____

Notary Public

[CORPORATE SEAL]

My Commission Expires:

(NOTARY SEAL)

[Signatures continue on the following page]

AOI PHASE I:

Signed, sealed and delivered
in the presence of:

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

Witness

By: Atlanta Hub One SFMM, LLC,
a Delaware limited liability company
Its: Manager and Member

Notary Public

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

My Commission Expires:

(NOTARY SEAL)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

AOI PHASE II:

Signed, sealed and delivered
in the presence of:

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

Witness

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

Notary Public

Its: Member

My Commission Expires:

(NOTARY SEAL)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

CONSENT AGREEMENT

THIS CONSENT AGREEMENT is executed by the DUNWOODY DEVELOPMENT AUTHORITY, a public body corporate and politic created and existing under the laws of the State of Georgia (the “**Authority**”) to be effective the ____ day of _____, 2017 (the “**Consent Agreement**”).

WITNESSETH:

A. The Authority is the lessor under the Lease Agreement, dated as of December 1, 2016, between Atlanta Office Investment, L.L.C., a Delaware limited liability company (the “**Company**”), and the Authority (the “**Bond Lease**”), with the short form of the Bond Lease being recorded on December 15, 2016, in Deed Book 25977, Pages 86 - 91 in the Office of the Clerk of Superior Court of DeKalb County, Georgia records (the “**Records**”), encumbering certain real property more particularly described in the Bond Lease and on Exhibit "D" of the below-defined Document to which this Consent Agreement is attached (the “**Property**”).

B. The Company and Atlanta Office Investment Phase I, L.L.C. (“**AOI Phase I**”) have requested that the Authority consent to the easements and rights benefitting the Property, and the obligations and agreements of the Company, as set forth in that certain Phase II Underground Connector and Slip Lane Easement Agreement (the “**Document**”) to be dated on or about the date of this Consent Agreement (and to which this Consent Agreement is to be attached), and which will be recorded in the Records; and the Authority desires, for the consideration set forth, to consent to Company entering into the Document.

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars in hand paid by the Company to the Authority and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

The Authority consents, upon the terms and conditions contained in this Consent Agreement, to the execution and recording of the Document.

Nothing contained in this Consent Agreement will impair, alter or diminish, (1) except as expressly provided in this Consent Agreement, the effect of the Bond Lease on the applicable Property or (2) any of the rights and remedies of the Authority granted in the Bond Lease. Further, in no event shall the Authority’s agreement to execute and deliver this Consent constitute, or be deemed to constitute, any agreement by the Authority to perform any obligations or to assume any obligations of the Company set forth in the Document.

This Consent Agreement is and will be binding upon the Authority and its successors and assigns and will inure to the benefit of the parties to and bound by both the Bond Lease and the Document, and their respective successors and assigns.

In executing this Consent Agreement, notwithstanding anything to the contrary contained herein or in the Document, the Authority makes no representations or warranties regarding the status of its title in the Property, the encumbrances thereon or the Company’s legal authority to assume any

obligations of any nature whatsoever that are set forth in the Document. The Company and AOI Phase I expressly acknowledge that no personal liability whatsoever shall attach to, or be incurred by the Authority, any director, officer, official, counsel, agent or employee, as such, past, present or future, of the Authority or of any successor body, either directly or through the Authority or any successor body, under or by reason of any other obligations, covenants, promises, or agreements entered into between the Company and AOI Phase I, and any other person or entity, contained in the Document or to be implied therefrom, and that all personal liability of that character against the Authority, each director, officer, official, counsel, agent or employee is, by the execution of, and as a condition to, and as part of the consideration for, the execution of the Consent Agreement, expressly waived and released.

This Consent Agreement will be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the duly authorized representatives of the Authority have executed this Consent Agreement under seal to be effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

AUTHORITY:

DUNWOODY DEVELOPMENT AUTHORITY, a
public body corporate and politic of the State of
Georgia

By: _____
Title: _____

Attest: _____
Title: _____

ACKNOWLEDGED

The undersigned acknowledge this Consent Agreement and agree to the provisions hereof that are applicable to it.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

COMPANY:

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

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

Its: Member

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

AOI PHASE I:

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: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A**ORIGINAL EASEMENT PROPERTY (LEGAL)**

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 right-of-way) if the right-of-ways were extended to Intersect; thence, leaving the aforesaid point South 26° 38' 04" East, 130.59 feet to a point on the aforesaid right-of-way of Perimeter Center Parkway; thence continuing with the aforesaid right-of-way of Perimeter Center Parkway South 26° 38' 04" East, 42.40 feet to the POINT OF BEGINNING along the aforesaid right-of-way of Perimeter Center Parkway.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid right-of-way of Perimeter Center Parkway

1. South 63° 53' 30" West, 89.77 feet; thence,
2. North 71° 06' 30" West, 35.19 feet; thence,
3. North 26° 36' 37" West, 10.25 feet; thence,
4. 107.51 feet along the arc of a curve deflecting to the right, having a radius of 347.29 feet and a chord bearing and distance of North 15° 48' 24" West, 107.08 feet; thence,
5. South 83° 03' 41" West, 2.50 feet; thence,
6. South 09° 42' 06" West, 55.06 feet; thence,
7. South 74° 36' 55" West, 2.45 feet; thence,
8. 63.33 feet along the arc of a curve deflecting to the left, having a radius of 367.15 feet and a chord bearing and distance of South 20° 03' 45" East, 63.25 feet; thence,
9. South 26° 36' 20" East, 89.51 feet; thence,
10. North 63° 53' 30" East, 138.97 feet, returning to the aforesaid right-of-way of Perimeter Center Parkway; thence,

North 26° 38' 04" West, 54.00 feet to the POINT OF BEGINNING, containing 10,758 square feet or 0.2470 acres of land, more or less.

EXHIBIT B
ORIGINAL EASEMENT PROPERTY (DEPICTION)

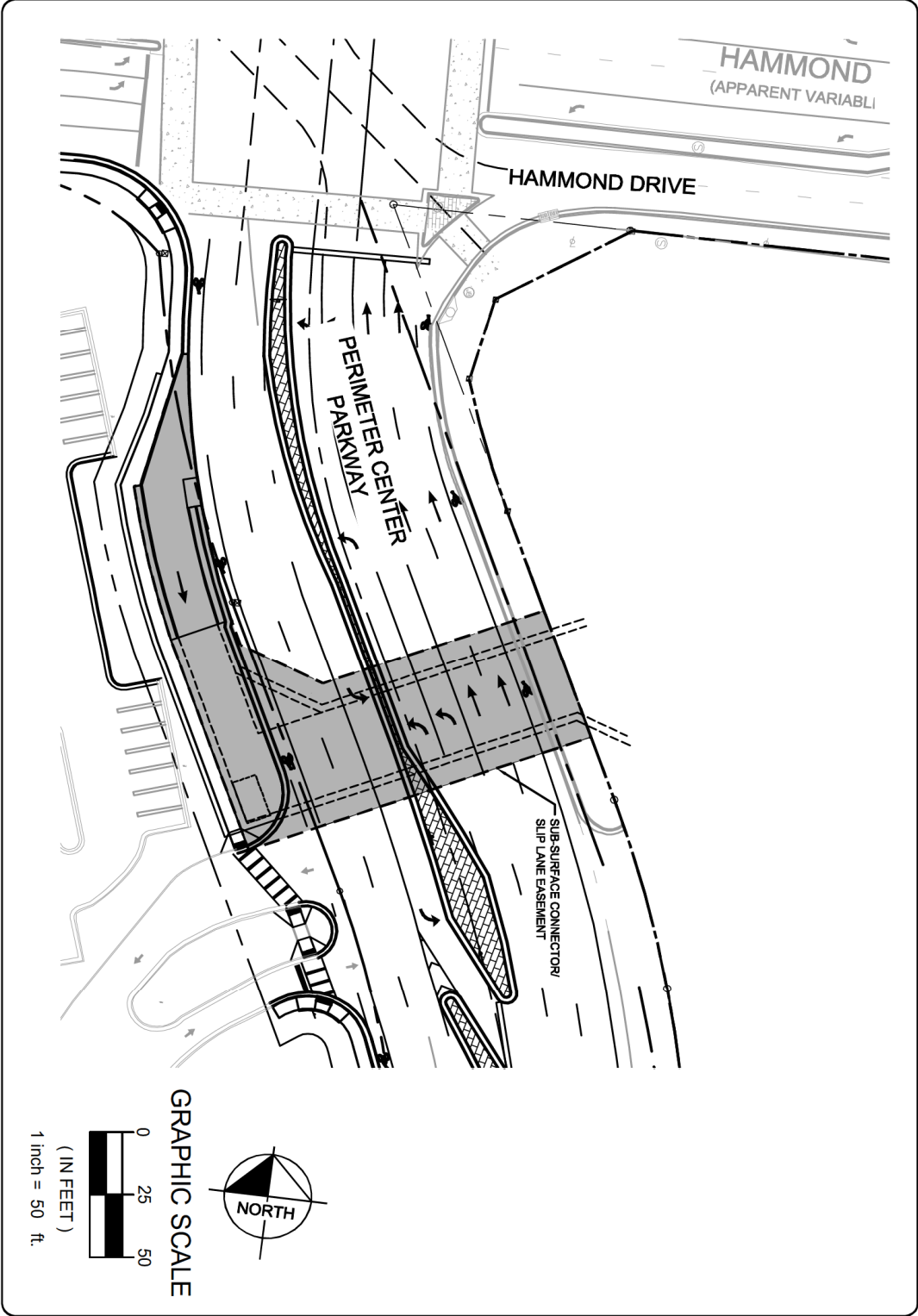


EXHIBIT C**PHASE I PARCEL**

All that tract or parcel of land lying and being in Land Lots 329 & 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 width 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' 24" East, 86.29 feet to the TRUE POINT OF BEGINNING.

Thence, from the aforesaid TRUE POINT OF BEGINNING as thus established and running with the aforesaid right-of-way line of Hammond Drive

1. North 89° 26' 24" East, 214.48 feet to a point; thence, thence, leaving the aforesaid right-of-way of Hammond Drive and running with property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority recorded at Deed Book 8898, Page 631, among the records of Dekalb County, Georgia
2. South 07° 06' 30" East, 12.66 feet to a point; thence,
3. North 82° 53' 30" East, 17.75 feet to a point; thence,
4. South 07° 06' 30" East, 2.10 feet to a point; thence, leaving the aforesaid described property and running with additional property now or formerly owned by Metropolitan Atlanta Rapid Transit Authority recorded in Deed Book 24854, Page 462, aforesaid records
5. South 82° 53' 30" West, 5.58 feet to a point; thence,
6. South 07° 06' 30" East, 51.96 feet to a point; thence,
7. South 82° 53' 30" West, 5.50 feet to a point; thence,
8. South 07° 06' 30" East, 35.02 feet to a point; thence,
9. North 82° 53' 30" East, 10.83 feet to a point; thence,
10. South 07° 06' 30" East, 34.02 feet to a point; thence,
11. North 82° 53' 30" East, 29.00 feet to a point; thence,
12. North 07° 06' 30" West, 25.50 feet to a point; thence,
13. North 82° 53' 30" East, 9.17 feet to a point; thence,
14. North 07° 06' 30" West, 54.60 feet to a point on the aforesaid property of Metropolitan Atlanta Rapid Transit Authority as recorded in Deed Book 8898, Page 631, aforesaid records; thence, leaving the Metropolitan Rapid Transit Authority property as recorded in Deed Book 24854, Page 462, aforesaid records and continue with the said property of Metropolitan Atlanta Rapid Transit Authority as recorded in Deed Book 8898, Page 631, aforesaid records
15. North 82° 53' 30" East, 23.58 feet to a point; thence, thence, leaving the aforesaid property of Metropolitan Atlanta Rapid Transit Authority and running with property now

or formerly owned by Perimeter Atlanta SC LLC recorded at DB. 19774, Page 763, aforesaid records

16. South 04° 40' 02" East, 500.69 feet to a point on the right-of-way of Goldkist Road (having a variable width right-of-way); thence, leaving the aforesaid property of Perimeter Atlanta SC LLC and run along the said right-of-way of Goldkist Road
17. North 89° 28' 04" West, 237.51 feet to a point; thence,
18. 2.44 feet along the arc of a curve deflecting to the right, having a radius of 50.00 feet and a chord bearing and distance of North 88° 04' 08" West, 2.44 feet to a point; thence,
19. North 47° 25' 22" West, 53.20 feet to a point on the aforesaid right-of-way line of Perimeter Center Parkway; thence, leaving the aforesaid right-of-way line of Goldkist Road and running with the said right-of-way line of Perimeter Center Parkway
20. 309.05 feet along the arc of a curve deflecting to the left, having a radius of 495.00 feet and a chord bearing and distance of North 08° 44' 54" West, 304.05 feet to a point; thence,
21. North 26° 38' 04" West, 123.04 feet to a point; thence,
22. 54.47 feet along the arc of a curve deflecting to the right, having a radius of 385.00 feet and a chord bearing and distance of North 22° 34' 53" West, 54.42 feet to a point; thence,
23. North 09° 50' 52" East, 0.70 feet to a point; thence,
24. North 47° 48' 05" East, 49.03 feet to a point; thence,
25. North 68° 11' 21" East, 26.10 feet to the POINT OF BEGINNING, containing 151,992 square feet or 3.4893 acres of land, more or less.

EXHIBIT D**PHASE II PARCEL**

All that tract or parcel of land lying and being in Land Lots 329 & 348 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

BEGINNING at a 1" square rod found at the Southwest corner of Land Lot 348 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of Dekalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia; thence running along the west line of Land Lot 348,

1. North 00° 33' 37" East, 48.24 feet to a point located on the southeasterly right of way line of Hammond Drive (variable R/W); thence continuing along said right of way line,
2. North 38° 41' 07" East, 54.63 feet; thence,
3. North 51° 18' 53" West, 15.00 feet; thence,
4. North 38° 36' 53" East, 252.13 feet; thence,
5. 385.24 feet along the arc of a curve deflecting to the right and having a radius of 673.43 feet and a chord bearing and distance of North 55° 00' 10" East, 380.01 feet; thence,
6. 112.22 feet along the arc of a curve deflecting to the right and having a radius of 597.48 feet and a chord bearing and distance of North 76° 46' 17" East, 112.05 feet; thence,
7. 61.08 feet along the arc of a curve deflecting to the right and having a radius of 88.86 feet and a chord bearing and distance of South 78° 09' 15" East, 59.89 feet to the intersection formed by the southwesterly right of line of Hammond Drive and the westerly right of way line of Perimeter Center Parkway (variable R/W); thence running along the right of way line of Perimeter Center Parkway,
8. 1.66 feet along the arc of a curve deflecting to the right and having a radius of 29.50 and a chord bearing and distance of South 50° 29' 22" East, 1.66 feet; thence,
9. South 07° 06' 00" East, 24.33 feet; thence,
10. North 82° 54' 00" East, 7.21 feet; thence,
11. 26.26 feet along the arc of a curve deflecting to the left, having a radius of 364.79 feet and a chord bearing and distance of South 04° 31' 41" East, 26.26 feet; thence,
12. South 09° 42' 06" West, 24.78 feet; thence,
13. South 14° 08' 22" West, 31.94 feet; thence,
14. 69.87 feet along the arc of a curve deflecting to the left, having a radius of 382.15 feet and a chord bearing and distance of South 19° 45' 40" East, 69.77 feet; thence,
15. South 26° 36' 38" East, 168.18 feet; thence,
16. North 53° 13' 37" East, 7.98 feet; thence,
17. 13.66 feet along the arc of a curve deflecting to the right, having a radius of 7.50 feet and a chord bearing and distance of South 74° 35' 13" East, 11.85 feet; thence,
18. South 22° 24' 04" East, 2.53 feet; thence,
19. 47.67 feet along the arc of a curve deflecting to the right, having a radius of 833.33 feet and a chord bearing and distance of South 20° 55' 01" East, 47.66 feet; thence,
20. 73.44 feet along the arc of a curve deflecting to the right, having a radius of 314.55 feet and a chord bearing and distance of South 12° 39' 21" East, 73.28 feet; thence,

21. South 89° 05' 52" East, 4.14 feet; thence,
22. 177.94 feet along the arc of a curve deflecting to the right, having a radius of 385.00 feet and a chord bearing and distance of South 14° 30' 53" West, 176.36 feet; thence,
23. South 27° 45' 19" West, 125.45 feet; thence,
24. South 37° 16' 29" West, 118.42 feet; thence,
25. South 34° 48' 05" West, 65.01 feet; thence leaving said right of way line of Perimeter Center Parkway and running with property now or formerly owned by Dekalb County, Georgia per Deed Book 16716, Page 397 recorded among the Land Records of Dekalb County, Georgia
26. 17.46 feet along the arc of a curve deflecting to the right and having a radius of 237.84 feet and a chord bearing and distance of South 66° 22' 46" West, 17.45 feet; thence,
27. South 68° 05' 43" West, 58.40 feet; thence,
28. 41.15 feet along the arc of a curve deflecting to the right and having a radius of 50.00 feet and a chord bearing and distance of North 87° 59' 56" West, 40.00 feet; thence,
29. 66.03 feet along the arc of a curve deflecting to the left and having a radius of 75.00 feet and a chord bearing and distance of North 89° 38' 35" West, 63.92 feet; thence,
30. South 89° 50' 29" West, 425.07 feet to the west line of Land Lot 329; thence, leaving the aforesaid property of Dekalb County, Georgia and running with the said Land Lot line
31. North 00° 47' 51" West, 367.71 feet to the POINT OF BEGINNING, containing 554,219 square feet or 12.7231 acres of land, more or less.

