

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GWINNETT COUNTY AND DEKALB COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT, (the “Agreement”) is made this ____ day of _____, 2025, by and between GWINNETT COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Gwinnett County”), and DEKALB COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “DeKalb County”). Gwinnett County and DeKalb County are, collectively, the Parties.

RECITALS

WHEREAS, NORD (GA) QRS 16-98, INC., its successors and assigns, (hereinafter “Owner”) owns certain real property located at 4300 Pleasantdale Rd., which is located in both Gwinnett County, Georgia, and the City of Doraville, Georgia in DeKalb County, Georgia. The Gwinnett County portion of the property is lying and being in Land Lot 220 of the 6th District of Gwinnett County, Georgia, and the Doraville, DeKalb County portion is lying and being in Land Lots 318, 319 and 339 of the 18th District of DeKalb County, Georgia. The entire parcel contains approximately 48.86 acres of land, as described by the metes and bounds set out in the legal description attached hereto and incorporated herein by reference as Exhibit “A” (hereinafter the “Property”); and

WHEREAS, Owner is planning to redevelop the Property by demolishing the existing +/- 865,900 square foot cold storage warehouse facility and constructing new class A industrial space for general light industrial and/or warehousing use (hereinafter, the “Project”); and

WHEREAS, potential versions of the Project are depicted in two (2) Conceptual Site Plans prepared by Paulson Mitchell, Incorporated, titled CP-39 and CP-41, dated April 2, 2025, and May 7, 2025, respectively, (hereinafter the “Plan”), copies of which are attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, as shown on Exhibit “B”, a portion of the Project shall be constructed within DeKalb County and the City of Doraville, with the remaining portion constructed within unincorporated Gwinnett County; and

WHEREAS, Owner is an intended third-party beneficiary of this Agreement and is entitled to the rights and benefits hereunder and may enforce those provisions against Gwinnett County or DeKalb County as if they were parties to this Agreement; and

WHEREAS, although Gwinnett County generally provides water and sewer services for properties located within Gwinnett County, water and sewer services for the Property are currently provided by DeKalb County; and

WHEREAS, Gwinnett County desires for DeKalb County to continue to provide all water and sewer services for the Property, including that portion of the Property located in Gwinnett County on which a portion of the Project is located; and

WHEREAS, Owner agrees that DeKalb County shall provide all water and sewer services to the Project for the term of this Agreement; and

WHEREAS, DeKalb County has capacity to provide potable water and sewer services to the Project; and

WHEREAS, Gwinnett County desires for DeKalb County to collect all fees, to review all water and sewer plans, to perform all inspections and to issue all permits related to the provision of water and sewer service to the Project and to the Property including that part of the Property which is located within Gwinnett County; and

WHEREAS, pursuant to the provisions of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of the State of Georgia, DeKalb County and Gwinnett County, by and through their respective government authorities, are each authorized to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Project, the Parties hereto desire to enter into this Agreement to resolve any potential governmental conflicts between Gwinnett County and DeKalb County concerning the terms and conditions whereby water and sewer services are provided to the Project,

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct, form a material part of this Agreement and are incorporated herein by reference.

2. Water and Sewer Service

The Parties agree that public water and sewer facilities which are necessary to serve the entire Project shall be constructed to DeKalb County standards, that, after said water and sewer facilities are completed, inspected and tested, DeKalb County shall accept the dedication of said public facilities, and that DeKalb County shall own all of the water and sewer service facilities, easements for said facilities, and their appurtenances. DeKalb County shall notify Gwinnett County of such acceptance as a condition of the issuance of any certificate of occupancy or certificate of completion for the Project by Gwinnett County. DeKalb County shall operate, maintain, inspect, replace and repair all water and sewer service facilities, easements and appurtenances. DeKalb County shall issue all water and sewer permits or approvals for the Project, and DeKalb County or its designee shall receive the applications for such services and collect in all instances the then-current connection fees, water system development charges and sewer

system development charges for each connection that is made to DeKalb County's water system and sewer system. DeKalb County shall bill Owner for water and sewer usage at the Project in accordance with DeKalb County's standard practices, procedures, and rate resolutions. Neither Gwinnett County nor any agent thereof, other than DeKalb County or its designee, shall impose and collect any service fees, entitlement fees, impact fees, system development charges, tap fees or other fees on Owner or any subsequent owner of the Project or Property for water or sewer service provided by DeKalb County thereon. DeKalb County will continue to provide sewer service at the current level, even after the redevelopment project is completed. The sewer service provided shall not exceed the capacity set forth in Exhibit "C". In the event any increase beyond the current sewer capacity is requested by Owner, Owner's request will be subject to any capacity approval protocols that are in place at the time approval for the proposed increase is sought, and shall only be granted in the event such request meets the requirements of the capacity assurance protocol in place at the time of the request.

3. Term and Termination

- (a) The Parties agree that the term of this Agreement (the "Term") shall begin upon the date of execution of this Agreement set forth above and shall extend thereafter for a total term of fifty (50) years, during or after the termination of which the Parties may seek to renew this Agreement or enter into a new agreement.
- (b) This Agreement may be amended at any time by mutual consent of the Parties so long as such amendment is in writing and approved by official action of the respective governing authorities. Provided that alternate arrangements have been made for the provision of water and sewer services to the Property in a manner that is sufficient to serve the Project and that would not result in a material disruption to the use of the Property, either party may terminate this Agreement with or without cause by giving one hundred twenty (120) days prior written notice to the other party and Owner. In the event that future conditions, including capacity issues, impact DeKalb County's ability to provide water and/or sewer service to the Property, the Parties agree to cooperate with each other and Owner to modify this Agreement to allow Gwinnett County to provide water and/or sewer service to the Property, in whole or in part as is necessary to serve the Project.

4. Waiver by Gwinnett County for Water and Sewer Service

Gwinnett County hereby waives any claim that it may have to provide water or sewer service to any part of the Property. Neither Gwinnett County nor any agent thereof, other than DeKalb County or its designee, shall impose and collect any service fees, entitlement fees, impact fees, water or sewer system development charges, tap fees or other fees on Owner or any subsequent owner of the Property or the Project for water or sewer service within the Project.

5. Miscellaneous

- (a) Signs shall be posted at the county boundary line, along the curb. The signs shall read "Entering Gwinnett County" on one side and "Entering DeKalb County" and "City of Doraville" on the other side.
- (b) This Agreement shall not be binding upon the Parties hereto until formal approval is granted by the appropriate authorities in each of Gwinnett County and DeKalb County.

- (c) By its execution hereof, each of the parties hereto represents and warrants to the other party hereto that:
- i. all necessary actions and approvals have been taken or obtained, as the case may be, to authorize, approve and perform this Agreement;
 - ii. upon such execution, this Agreement shall be binding on such party, enforceable against such party in accordance with its terms;
 - iii. there is no claim, litigation, proceeding or governmental investigation pending or, so far as is known to such party, threatened, against or relating to such party or the transactions contemplated by this Agreement which does or would reasonably be expected to affect materially and adversely the ability of such party to enter into this Agreement and to carry out its obligations as set forth in this Agreement; and
 - iv. any and all approvals required to be obtained by such party in connection with the execution, delivery and performance of this Agreement have been obtained.

6. Remedies

- (a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.
- (b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

8. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

9. Successors and Assigns

The provisions of this Agreement shall bind and inure to the benefit of the Parties and their successors, successors-in-title and assigns.

10. Evidence

The Parties agree that if DeKalb County is sued in subsequent litigation concerning the Project, and the facilities and appurtenances constructed on the Property to provide water and sewer service, the Agreement may be introduced into evidence.

11. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or the Projects.

12. Controlling Law, Venue

This Agreement was made and shall be performed in DeKalb County, Georgia and in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement for any dispute arising out of the terms and conditions herein shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

13. Further Assurances

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

14. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

15. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

16. Amendment of Agreement

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the Parties hereto.

17. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

18. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the terms and conditions contained herein or the rights granted hereby.

19. Time

Time is of the essence with all duties and obligations set forth in this Agreement.

20. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Gwinnett County: Gwinnett County
 Attention: County Administrator
 75 Langley Drive
 Lawrenceville, Georgia 30046-6935

If to DeKalb County: DeKalb County
 Attention: Chief Executive Officer
 1300 Commerce Drive
 Decatur, Georgia 30030

If to Owner: NORD (GA) QRS 16-98, INC. c/o W. P. Carey Inc.
 Asset Management Department
 395 9th Ave., 58th Floor
 New York, NY 10001

With copies to:

Charlie Stocks and Michael Kalimtzis
395 9th Ave., 58th Floor
New York, NY 10001

Mahaffey Pickens Tucker, LLP
Attention: Shane Lanham
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043

21. Originals

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, sealed and delivered by the Chief Executive Officer of DeKalb County, the Chairwoman of the Gwinnett County Board of Commissioners, each thereunto duly authorized to bind their respective parties in accordance with the laws of the State of Georgia as of the day and year first above written.

[Signatures on following pages]

Signed, sealed and delivered in the
presence of:

DEKALB COUNTY

Unofficial Witness

By:

Lorraine Cochran-Johnson
Chief Executive Officer

Notary Public

Attest:

Printed Name:
Title:

My commission expires:

[NOTARY SEAL]

[Signatures continue on following page]

Signed, sealed and delivered in the
presence of:

Unofficial Witness

Notary Public

My commission expires:

[NOTARY SEAL]

GWINNETT COUNTY

By: _____
Nicole L. Hendrickson
Chairwoman

Attest: _____
Tina King
County Clerk

Approved as to Form:

Jenny S. Carter
Deputy County Attorney



Commitment No. 3020-1Y8DGA02

File No. 3020-1Y8DGA02

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 318, 319 AND 339 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND IN LAND LOT 220 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY (50 FOOT RIGHT-OF-WAY) OF PLEASANTDALE ROAD WITH THE SOUTHERLY RIGHT-OF-WAY (50 FOOT RIGHT-OF-WAY) OF LAKE DRIVE; THENCE SOUTHWARDLY ALONG THE WEST RIGHT-OF-WAY OF PLEASANTDALE ROAD BY A CURVE HAVING A CHORD BEARING SOUTH 05 DEGREES 35 MINUTES 27 SECONDS WEST AND A CHORD DISTANCE OF 286.81 FEET AND AN ARC DISTANCE OF 286.98 FEET AND A RADIUS OF 2398.74 FEET; THENCE SOUTH 02 DEGREES 09 MINUTES 52 SECONDS WEST A DISTANCE OF 95.61 FEET TO A POINT; THENCE SOUTH 03 DEGREES 19 MINUTES 46 SECONDS WEST A CHORD DISTANCE OF 24.84 FEET AND AN ARC DISTANCE OF 24.84 FEET, AND A RADIUS OF 605.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY (50 FOOT RIGHT-OF-WAY) OF PLEASANTDALE ROAD, THIS BEING THE SOUTHEAST CORNER OF WILLIAM E. LIENBY DDS, ET AL PROPERTY (A TOTAL DISTANCE OF AFORESAID CALLS OF 407.43 FEET), THENCE SOUTH 79 DEGREES 41 MINUTES 15 SECONDS WEST 5.18 FEET ALONG THE SOUTH PROPERTY LINE OF WILLIAM E. LIENBY DDS ET AL PROPERTY TO A POINT ON THE WEST RIGHT-OF-WAY (60 FEET RIGHT-OF-WAY) OF PLEASANTDALE ROAD AND "THE TRUE POINT OF BEGINNING".

THENCE SOUTH 13 DEGREES 31 MINUTES 33 SECONDS WEST, A CHORD DISTANCE OF 185.32 FEET AND AN ARC DISTANCE OF 186.06 FEET AND A RADIUS DISTANCE OF 600.08 FEET; THENCE SOUTH 22 DEGREES 24 MINUTES 30 SECONDS WEST A DISTANCE OF 129.74 FEET TO A POINT; THENCE SOUTH 10 DEGREES 38 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 334.51 FEET AND AN ARC DISTANCE OF 336.88 FEET AND A RADIUS OF 819.71 FEET TO A POINT; THENCE SOUTH 01 DEGREES 08 MINUTES 19 SECONDS EAST A DISTANCE OF 368.16 FEET TO A POINT; THENCE SOUTH 03 DEGREES 59 MINUTES 22 SECONDS EAST A CHORD DISTANCE OF 167.44 FEET AND AN ARC DISTANCE OF 167.51 FEET AND A RADIUS OF 1684.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (60 FOOT RIGHT-OF-WAY) OF PLEASANTDALE ROAD WHERE IT INTERSECTS WITH THE SOUTH LINE OF GWINNETT COUNTY AND THE NORTH LINE OF DEKALB COUNTY; THENCE SOUTH 79 DEGREES 39 MINUTES 00 SECONDS WEST 5.01 FEET ALONG THE NORTH LINE OF DEKALB COUNTY TO A POINT ON THE WEST RIGHT-OF-WAY (70 FOOT RIGHT-OF-WAY) OF PLEASANTDALE ROAD; THENCE SOUTH 11 DEGREES 18 MINUTES 34 SECONDS EAST, A CHORD DISTANCE OF 262.76 FEET AND AN ARC DISTANCE OF 263.03 FEET AND A RADIUS OF 1689.00 FEET TO A POINT; THENCE SOUTH 15 DEGREES 46 MINUTES 15 SECONDS EAST 61.53 FEET TO A POINT; THENCE SOUTH 09 DEGREES 37 MINUTES 23 SECONDS EAST A CHORD DISTANCE OF 287.64 FEET AND AN ARC DISTANCE OF 288.19 FEET AND A RADIUS OF 1343.06 FEET TO A POINT; THENCE SOUTH 03 DEGREES 28 MINUTES 35 SECONDS EAST 373.78 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (70 FOOT RIGHT-OF-WAY) OF PLEASANTDALE ROAD, THIS BEING THE NORTHEAST CORNER OF THE HUGH S. SPRUILL PROPERTY, A TOTAL DISTANCE OF 2179.89 FEET; THENCE SOUTH 87 DEGREES 21 MINUTES 54 SECONDS WEST, 1060.51 FEET ALONG THE NORTH PROPERTY LINE OF HUGH S SPRUILL PROPERTY AND THE SELIG

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ENTERPRISES, INC. PROPERTY TO A POINT ON THE BANK OF A BRANCH; THENCE CONTINUING SOUTH 87 DEGREES 21 MINUTES 54 SECONDS WEST 14.49 FEET TO A POINT IN THE CENTER LINE OF THE BRANCH, SAID POINT BEING THE CORNER; THENCE NORTHERLY FOLLOWING THE MEANDERINGS OF SAID BRANCH 1052 FEET + TO A POINT, SAID BRANCH IS THE PROPERTY LINE (DEED CALL OF 1235 FEET +) AND A CHORD BEARING OF NORTH 00 DEGREES 13 MINUTES 29 SECONDS WEST AND A CHORD DISTANCE OF 856.30 FEET; THENCE NORTH 30 DEGREES 13 MINUTES 00 SECONDS EAST 97.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 19 MINUTES 30 SECONDS WEST A DISTANCE OF 228.58 FEET TO A POINT ON THE NORTH LINE OF DEKALB COUNTY, AND THE SOUTH LINE OF GWINNETT COUNTY; THENCE NORTH 06 DEGREES 19 MINUTES 30 SECONDS WEST 895.76 FEET TO A POINT ON THE NORTH LINE OF LAND LOT 220 (TOTAL DISTANCE OF 1124.34 FEET) (DEED CALL 1125.08 FEET); THENCE NORTH 58 DEGREES 39 MINUTES 52 SECONDS EAST 537.73 FEET TO A POINT ON THE NORTH LINE OF LAND LOT 220 WHICH POINT IS LOCATED SOUTH 58 DEGREES 39 MINUTES 52 SECONDS WEST 640.22 FEET FROM THE SOUTHERLY RIGHT-OF-WAY (50 FOOT RIGHT-OF-WAY) OF LAKE DRIVE; THENCE SOUTH 05 DEGREES 16 MINUTES 38 SECONDS EAST 314.39 FEET TO A POINT; THENCE NORTH 73 DEGREES 54 MINUTES 22 SECONDS EAST A DISTANCE OF 233.65 FEET TO A POINT; THENCE NORTH 76 DEGREES 22 MINUTES 22 SECONDS EAST A DISTANCE OF 116.62 FEET TO A POINT; THENCE NORTH 75 DEGREES 55 MINUTES 22 SECONDS EAST 176.85 FEET TO A POINT; THENCE NORTH 79 DEGREES 41 MINUTES 15 SECONDS EAST 158.75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY (60 FOOT RIGHT-OF-WAY) OF PLEASANTDALE ROAD AND THE TRUE POINT OF BEGINNING.

CONTAINING 25.66 ACRES IN GWINNETT COUNTY AND 23.20 ACRES IN DEKALB COUNTY, A TOTAL OF 48.86 ACRES BEING KNOWN AS 4300 PLEASANTDALE ROAD, DORAVILLE, GA 30343

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*** Copyright 2025 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SITE ANALYSIS	
RECEIVED AT	4/27/2015
DECK BOARD	IN: 10:20
AIRPORTS	207 SPACES
TOTAL SPACES	226 SPACES
TOTAL SITE AREA	41,413 SQ FT

[illegible]

VICINITY MAP

VICINITY MAP
SCALE 800'

PAULSON MITCHELL
INCORPORATED

**LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS**

**85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075**

**VOICE 770.650.7685
FAX 770.650.7684
www.paulstevensgroup.com**

WPC NORCROSS
OPPORTUNITY

UNINCORPORATED GANNETT COUNTY
& CITY OF DORAVILLE,
DEKALB COUNTY,
GEORGIA

原

ONE MANHATTEN WEST,
345 8TH AVENUE, 56TH FLOOR
NEW YORK, NEW YORK 10001

ZONING INFORMATION

ZODIAC ASSIGNMENT	
SUBJECT	WEDNESDAY NIGHT CO.
IN PAGE	A-1 (C) 10/15/81

BUILDING SETBACKS

FROM:
DATE: 5-07
NAME: SGT.

SUFFERS

NAME: STEVEN BURNER
PHONE: 312-456-7890
STATE: ILLINOIS

CHARTY SCHOOL NUMBER	ST. MARY'S
CHARTY SCHOOL NO. 10	
CHARTY SCHOOL NO. 11	
CHARTY SCHOOL NO. 12	
CHARTY SCHOOL NO. 13	
CHARTY SCHOOL NO. 14	
CHARTY SCHOOL NO. 15	
CHARTY SCHOOL NO. 16	
CHARTY SCHOOL NO. 17	
CHARTY SCHOOL NO. 18	
CHARTY SCHOOL NO. 19	
CHARTY SCHOOL NO. 20	
CHARTY SCHOOL NO. 21	
CHARTY SCHOOL NO. 22	
CHARTY SCHOOL NO. 23	
CHARTY SCHOOL NO. 24	
CHARTY SCHOOL NO. 25	
CHARTY SCHOOL NO. 26	
CHARTY SCHOOL NO. 27	
CHARTY SCHOOL NO. 28	
CHARTY SCHOOL NO. 29	
CHARTY SCHOOL NO. 30	
CHARTY SCHOOL NO. 31	
CHARTY SCHOOL NO. 32	
CHARTY SCHOOL NO. 33	
CHARTY SCHOOL NO. 34	
CHARTY SCHOOL NO. 35	
CHARTY SCHOOL NO. 36	
CHARTY SCHOOL NO. 37	
CHARTY SCHOOL NO. 38	
CHARTY SCHOOL NO. 39	
CHARTY SCHOOL NO. 40	
CHARTY SCHOOL NO. 41	
CHARTY SCHOOL NO. 42	
CHARTY SCHOOL NO. 43	
CHARTY SCHOOL NO. 44	
CHARTY SCHOOL NO. 45	
CHARTY SCHOOL NO. 46	
CHARTY SCHOOL NO. 47	
CHARTY SCHOOL NO. 48	
CHARTY SCHOOL NO. 49	
CHARTY SCHOOL NO. 50	
CHARTY SCHOOL NO. 51	
CHARTY SCHOOL NO. 52	
CHARTY SCHOOL NO. 53	
CHARTY SCHOOL NO. 54	
CHARTY SCHOOL NO. 55	
CHARTY SCHOOL NO. 56	
CHARTY SCHOOL NO. 57	
CHARTY SCHOOL NO. 58	
CHARTY SCHOOL NO. 59	
CHARTY SCHOOL NO. 60	
CHARTY SCHOOL NO. 61	
CHARTY SCHOOL NO. 62	
CHARTY SCHOOL NO. 63	
CHARTY SCHOOL NO. 64	
CHARTY SCHOOL NO. 65	
CHARTY SCHOOL NO. 66	
CHARTY SCHOOL NO. 67	
CHARTY SCHOOL NO. 68	
CHARTY SCHOOL NO. 69	
CHARTY SCHOOL NO. 70	
CHARTY SCHOOL NO. 71	
CHARTY SCHOOL NO. 72	
CHARTY SCHOOL NO. 73	
CHARTY SCHOOL NO. 74	
CHARTY SCHOOL NO. 75	
CHARTY SCHOOL NO. 76	
CHARTY SCHOOL NO. 77	
CHARTY SCHOOL NO. 78	
CHARTY SCHOOL NO. 79	
CHARTY SCHOOL NO. 80	
CHARTY SCHOOL NO. 81	
CHARTY SCHOOL NO. 82	
CHARTY SCHOOL NO. 83	
CHARTY SCHOOL NO. 84	
CHARTY SCHOOL NO. 85	
CHARTY SCHOOL NO. 86	
CHARTY SCHOOL NO. 87	
CHARTY SCHOOL NO. 88	
CHARTY SCHOOL NO. 89	
CHARTY SCHOOL NO. 90	
CHARTY SCHOOL NO. 91	
CHARTY SCHOOL NO. 92	
CHARTY SCHOOL NO. 93	
CHARTY SCHOOL NO. 94	
CHARTY SCHOOL NO. 95	
CHARTY SCHOOL NO. 96	
CHARTY SCHOOL NO. 97	
CHARTY SCHOOL NO. 98	
CHARTY SCHOOL NO. 99	
CHARTY SCHOOL NO. 100	

CHANGING OF MARRIAGE

MARRIAGE ACT 7 APR 2000 RE. IN
STAT 1 Y' X

MECHANICAL PROPERTIES. 1. 1000 7 000
LAVESCAFE TEGS.

WOLFF, R. 1993. *Phylogenetic Relationships of the*

LOCUS: JPH 14324 (75) 704730 (5/1)

MEMBER'S PRESENT NAME	ANYCOURT CASE
10-DOCKET DATE	CORRECT

2025115 CP39 - ræderbræse
CONFIDENTIAL

CONCEPTUAL
SITE PLAN

CP-30



SITE ANALYSIS	
BRIDGE A	2,200 S.F.
BRIDGE B	4,200 S.F.
BRIDGE C	4,200 S.F.
TOTAL BRIDGE	10,600 S.F.
BRIDGE A	2,200 S.F.
BRIDGE B	4,200 S.F.
BRIDGE C	4,200 S.F.
TOTAL BRIDGE	10,600 S.F.
BRIDGE A	2,200 S.F.
BRIDGE B	4,200 S.F.
BRIDGE C	4,200 S.F.
TOTAL BRIDGE	10,600 S.F.

THE PLAN IS BASED ON THE PRESENT INFORMATION PROVIDED BY THE CLIENT AND THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE SITE AND THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE SITE AND THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE SITE AND THE INFORMATION PROVIDED BY THE CLIENT.

CONCEPTUAL SITE PLAN



CP-41

05.07.25

CP-41

05.07.25

CP-41

WPC NORCROSS OPPORTUNITY

305 5TH AVENUE, SUITE 200
ROSWELL, GA 30059

LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS

85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075

PHONE: 770.400.7165
FAX: 770.400.7164
WWW.PAULSONMITCHELL.COM

PAULSON MITCHELL
INCORPORATED

LAND PLANNERS
ENGINEERS • SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS

85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075

PHONE: 770.400.7165
FAX: 770.400.7164
WWW.PAULSONMITCHELL.COM

Exhibit C

770.621.7200 (o)
770.621.7271 (f)
DeKalbCountyga.gov

Watershed Management
1580 Roadhaven Drive
Stone Mountain, GA 30083

Reginald D. Wells, Director



Chief Executive Officer
Lorraine Cochran-Johnson

Board of Commissioners

District 1
Robert Patrick

District 2
Michelle Long Spears

District 3
Nicole Massiah

District 4
Chakira Johnson

District 5
Mereia Davis Johnson

District 6
Edward "Ted" Terry

District 7
LaDena Bolton

LETTER SHOWING SEWER CAPACITY

July 23, 2025

**Attention: Paulson Mitchell Wise, Inc.
Greg Tolan
85-A Mill Street, Suite 200
Roswell, GA 30075**

**Re: WPC Norcross-Industrial
Redevelopment
4300 Pleasantdale Road
Doraville, GA, 30340
Dist. LL: 18-318
Private
North Fork Peachtree Creek
Req: 25067383**

Dear Greg Tolan:

The DeKalb County Department of Watershed Management ("DWM") received a sewer capacity request regarding the potential availability of sanitary sewer capacity at the above-referenced location (the "Property"). **After evaluating your capacity request, it has been determined that the requested connection meets the requirements of Section 4 of the Capacity Assurance Program, which allows approval of a sewer capacity request when the capacity evaluation shows no new flow contribution or indicates a net reduction in flow contribution from the Property. As such, the County is granting approval to proceed with the project.** This determination is based upon the known conditions as of the date of this correspondence and on the provided anticipated capacity needs associated with the project.

In the event that sewer system infrastructure improvements are required to accommodate any new flow contribution and ensure adequate sewer system capacity as a result of development on the referenced property, the developer will be responsible for the cost associated with installing any such improvements to the existing sewer system infrastructure pursuant to DeKalb County Code of Ordinances, Chapter 25, Article IV – "Sewers and Sewerage Disposal." Once installed and accepted by DeKalb County, the improvements will be owned and maintained by DeKalb County.

This information is based on currently available data and should only be used to substantiate the potential availability of sewer services as of the date of this correspondence. Circumstances are subject to change and the potential capacity indicated herein is in no way guaranteed. The County's approval for this project will expire two years from the date of this correspondence. If the requested connection has not been made within two years of the date of this correspondence, a new request for capacity must be submitted for the County's review and approval.

Should you have any questions or concerns in reference to this response, please do not hesitate to contact the Division of Planning & Development of DWM at lli@dekalbcountyga.gov.

Sincerely,

Zach L Williams

Kerry Williams

Zachary L. Williams

Signed by: Zack L Williams
Date & Time: Jul 25, 2025 15:21:24 EDT

Executive Assistant/ Chief Operating Officer

Kerry B. Williams

Signed by: Kerry B Williams
Date & Time: Jul 25, 2025 12:29:36 EDT

Deputy Director, Watershed Management



DEKALB COUNTY, GEORGIA
DEPARTMENT OF WATERSHED MANAGEMENT
CAPACITY ANALYSIS

WPC Norcross-Industrial Redevelopment

Request Date: 6/10/2025

Request Closing Date: 6/20/2025

1	Property Name	WPC Norcross-Industrial Redevelopment	
2	Property Address	4300 Pleasantdale Road, Doraville, GA, 30340	
3	Sub-Model Area	North Fork Peachtree Creek (NFPC)	
4	Proposed Property Tie-in Manhole ID(s)	18-318-s224	
5	Net Prop. Daily Ave. Flow from Property	0.00 GPD	
	Net Prop. Peak Flow from Property	0.00 GPD	
6	Downstream Capacity-Related PFL Locations and SSO Analysis indicates adequate capacity?		Yes
	a	Have downstream capacity-related PFL locations, if any, been adequately fixed and verified by the County per the requirements of CAP Section 4.5.2?	N/A
	b	Have downstream capacity-related SSO locations (excluding those caused by severe natural conditions), if any, been adequately fixed and verified by the County per the requirements of CAP Section 4.5.2?	N/A
7	Collection System Capacity Analysis indicates adequate capacity?		Yes
	a	CAP Section 4.2 (Collection System Capacity Definition): Does the dynamic model simulation of a 2 year, 24-hour design storm 1-hour peak flow indicate that flow is less than pipe capacity and depth of flow is less than top of pipe for all downstream gravity pipes as required by CAP Section 4.2?	N/A
	b	CAP Section 4.5 (New Connection Conditions): Does the dynamic model simulation of a 2 year, 24-hour design storm 1-hour peak flow indicate that depth of flow is less than 2 feet from ground surface for all downstream gravity pipes (or for pipes within 350 feet of certain aerial crossings, that depth of flow is less than 2 feet from manhole rim) as required by CAP Section 4.5?	N/A
8	Transmission System Capacity Analysis - CAP Section 4.3 Do downstream lift stations have capacity to transmit a 2 year, 24-hour design storm 1-hour peak flow with the largest pump out of service as required by CAP Section 4.3?		N/A
9	Wastewater Treatment Facility (WWTF) Capacity Analysis - CAP Section 4.4 Does the downstream WWTF have the capacity as required by CAP Section 4.4 to treat the proposed flow plus existing flow without being in "non-compliance" for quarterly reporting as defined in 40 CFR Part 123.45, Appendix A in cases where proposed flow is treated by a DeKalb WWTF?		N/A
10	Intergovernmental Agreement Requirements Does the existing flow plus proposed flow remain within the limits contained in Interjurisdictional Agreements in cases where proposed flow discharges to other wastewater utilities?		Yes
11	Comments:		
12	Hydraulic Modeler Initial		LL

By signing below, I certify that the determinations included herein were reached through application of and in compliance with the Modification to the Consent Decree (MCD) (entered 9/22/2021), including the requirements of the Capacity Assurance Program (CAP) (attached as Appendix D to the MCD).

Name: Chunxian Li, P.E.
Title: Engineering Manager
Date: 6/20/2025



Chunxian Li

Signed by: Linda Li
Date & Time: Jul 25, 2025 10:50:20 EDT



2022 SEWER CAPACITY EVALUATION

Department of Watershed Management

Email request to: sewercapacity@dekalbcountyga.gov

Project Name: WPC Norcross-Industrial Redevelopment	
Dekalb County AP # (if applicable):	Type of Development: Warehouse Distribution
Project Address: 4300 Pleasantdale Rd	Land Lot & Parcel ID: 318, 319, 339, & 220/1831801001
Estimated Month Flow Begins: 11/2026 (mm/yyyy)	Replacing existing sewer customer? Yes ☒ No ☐ If yes, see calculations notes.
Total Peak Flow Requesting (gpd): -15,662.5	Sewershed: North Fork Peachtree Creek
Average Daily Flow Requesting (gpd): -6,265	Intended Tie-in Manhole ID: 18-318-s224 See Additional Resources

Developer/ Owner Information

Company Name: W.P. Carey	Address: One Manhattan West, 395 9th Ave, 58th Floor
Contact Name: Michael Kalimtzis	City, State, Zip Code: New York, NY, 10001
Phone Number: 212-492-1183	Email Address: mkalimtzis@wpcarey.com

Engineer Information (if applicable)

Company Name: Paulson Mitchell Wise, Inc.	Address: 85-A Mill Street, Suite 200
Contact Name: Greg Tolan	City, State, Zip Code: Roswell, GA 30075
Phone Number: 470-607-5775	Email Address: gtolan@civilpmw.com

Please include the following items in your submittal package if applicable:

- ☒ Proposed Peak and Average Daily Flow **Calculation** based on attached guidelines (See Appendix - A)
- ☒ Detailed information about building use type(s) and unit counts for both proposed and existing uses, if applicable
- ☒ Requested flows greater than 500 GPD average daily flow should be sealed by a Professional Engineer
- ☐ If a new physical connection to the sewer is being proposed Geographical Information System (GIS) map clearly showing the proposed site(s) surrounding areas, and utilities. (See Page 3 for map request form)
- ☒ Proposed utility or site plan, if available
- ☐ Essential Services & Community Enhancement screener (optional - See Appendix B)

Name: Greg Tolan

Date: 06/09/2025

Signed:

Seal: (if signed by Professional Engineer)



Fill out all highlighted fields, sign form (electronically or scanned) and email to: sewercapacity@dekalbcountyga.gov

Additional Resources:

Water & sewer map request (manhole ID): <https://survey123.arcgis.com/share/c496b791b4cd497994fb38da543444f1>

Watershed GIS requests: dwm_gis@dekalbcountyga.gov

Capacity Assurance Program: <https://www.dekalbcountyga.gov/watershed-management/capacity-assurance-program>

Watershed Planning Docs: <https://www.dekalbcountyga.gov/planning-and-sustainability/watershed-guides-checklists-and-calendars>

Appendix - A (Revised 01/01/2020)

Table 1: Sanitary Flow Contributions from Site Specific Sources

CONTRIBUTOR	UNIT	DESIGN AVG DAILY FLOW (GPD)
Barber Shop	Per Station	20
Carwash (Automatic)	Per Unit	166
Carwash (Self Service)	Per Bay	100
Church (NOT including food or day schools)	Per 1,000 sf	30
Coffee Shop/Deli/Fast Food	Per 1,000 sf	450
Coin Laundromats	Per Washing Machine	400
Commercial Laundromats	Per Washing Machine	640
Daycare	Per 1,000 sf	150
Dentist	Per dental chair	120
Full-Service Restaurant/Bar/Caterer	Per 1,000 sf	550
Gym/Dance Studio (w/o shower)	Per 1,000 sf	65
Gym/Dance Studio (w/showers)	Per person	20
Hair Salon	Per Shampoo Bowl/Chair	150
Hospitals	Per bed	200
Motel/Hotel	Per room	100
Nail Salon	Per pedicure chair	50
Nursing Home/Assisted Living	Per bed	125
Offices	Per 1,000 sf	110
Police/Fire Station	Per 1,000 sf	100
Residence (Single family/Apts/Condo, etc.)	Per residence	185
Retail/Shopping Center/Mercantile	Per 1,000 sf	100
School	Per student	16
School - w/gymnasium	Per student	20
Service Station/Convenience Store	Per 1,000 sf	100
Theater/Museum/Auditorium/Amusement	Per 1,000 sf	65
Warehouse/Industrial	Per 1,000 sf	25

GPD = gallons per day

Example Calculation – 1 house* 185 gpd = 185 gpd average daily flow

185 gpd * 2.5 (peaking factor) = 462.5 gpd peak daily flow

CALCULATIONS NOTES:

- Current, existing flow (since 01/2019) that is being replaced (previous use, demolished buildings, etc.) are subtracted from the flow request for both average and peak daily flow.
- Include information about the units in calculations.
- Your peak daily flow should be 2.5 times the average daily flow, per the peaking factor of 2.5

Simple calculations:

Building Area being demolished: 865,900 sf warehouse/industrial; $865,900/1,000 = 865.9 * 25 \text{ gpd} = 21,647.5 \text{ gpd} * 2.5 = 54,118.8 \text{ gpd}$
Proposed Building area: 615,300 sf warehouse/industrial; $615,300/1,000 = 615.3 * 25 \text{ gpd} = 15,382.5 \text{ gpd} * 2.5 = 38,456.3 \text{ gpd}$
Peak flow: $38,456.3 \text{ gpd} - 54,118.8 \text{ gpd} = -15,662.5 \text{ gpd}$; Avg flow: $15,382.5 \text{ gpd} - 21,647.5 \text{ gpd} = -6,265 \text{ gpd}$

Appendix – B

Essential Services & Community Enhancement Screener (optional)

If we are unable to certify sewer capacity through wastewater modeling, some projects are eligible for special considerations in the Capacity Assurance Program. If you wish to be considered through these programs, please indicate if your project fits any of the below categories with a checkmark and provide documentation to sewercapacity@dekalbcountyga.gov.

Essential Services:

- ☐ Healthcare facility
- ☐ Public safety facility
- ☐ Public school
- ☐ Connection of existing untreated wastewater discharge (e.g. failing septic system) to the County wastewater system

Community Enhancing Projects:

- ☐ Low-income housing which qualifies for U.S. Department of Housing and Urban Development (HUD) subsidies
- ☐ Qualifies for the U.S. Dept. of Treasury New Markets Tax Credit Program e.g. grocery stores in food deserts
- ☐ Government building or facility
- ☐ Project which has funding participation from federal, state, or local government
- ☐ Provides community enhancement and which is in an Economic Opportunity Zone

Supporting Information for Essential Services or Community Enhancement Project Designation:

Internal Use only:

Date reviewed and accepted:

Signed:

Received by: