, STATE OF GEORGIA,

COUNTY OF COWETA

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**SENOIA ENTERPRISES INC.**

**AND THE**

**CITY OF SENOIA, GEORGIA**

THIS AGREEMENT, made and entered this day of February, 2023, by and between Senoia Enterprises Inc., a Georgia Limited Liability Corporation, (hereafter referred to as “Developer”), and the CITY OF SENOIA, a Georgia municipal corporation (hereafter referred to as the “City”), provides as follows:

**P R E A M B L E:**

**WHEREA**S, HDV 33 Barnes, LLC (hereafter "Property Owner") has engaged the Developer for the purpose of developing the property described and depicted in Exhibit “A” consisting of +/- .53 AC within the City of Senoia. The property consists of 31 Barnes Street, 33 Barnes St., and 35 Barnes Street. (All properties in this paragraph hereafter referred to as the "Property"); and

**WHEREAS**, the Property Owner has engaged Developer to act on their behalf as agent for the purposes of this agreement; and

**WHEREAS,** the Developer desires to develop the Property to a commercial use, substantially as depicted in the Site Plan shown as Exhibit “B” (hereafter referred to as the “Project”). The Project shall consist of a mixed-use development on the property known as 33 Barnes Street, general commercial and residential uses; and

**WHEREAS,** as a condition of a previous land swap between the City and Developer (or Developer’s agent), dated September 11th, 2019 and as a result of the development agreement between the City and Developer dated December 31st, 2014 the Property was zoned to General Commercial in the Historic Development Overlay and granted variances in accordance with the proposed site plan to construct a retail and mixed-use development; and

**WHEREAS**, the City has determined that the public infrastructure and public facilities on Barnes Street are sufficient to accommodate the Project; and

**WHEREAS,** the City and the Developer are willing to execute this Agreement to verify and achieve all of said purposes.

**NOW THEREFORE,** **IN CONSIDERATION OF THE SUM OF ONE ($1.00) DOLLAR, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ADKNOWLEDGED, AND THE MUTUAL PROMISES HEREIN MADE, THE PARTIES AGREE:**

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1. **PREAMBLE**. Statements set forth in the Preamble are hereby incorporated herein by this reference.
2. **PREVIOUS RULINGS.** On March 17, 2014 the Property was rezoned by the City of Senoia from R40 in the Historic Neighborhood Overlay to General Commercial in the Historic Neighborhood Overlay with variances in accordance to the Site Plan shown in Exhibit “B” and with the following conditions:
   1. Fencing, and landscaping consistent with the adjacent development at 15, 17, 21 and 27 Barnes St. shall be placed along the property line with neighboring residential properties.
   2. Light from the subject property shall not escape into the neighboring lot.
   3. Sidewalks similar to those redeveloped in downtown Senoia shall be developed on the right-of-way adjacent to the proposed building as set out in the Site Plan. Sidewalks shall meet ADA requirements, taking into account the minimum existing slope of Barnes St. All designs shall be approved by the City of Senoia.
   4. Streetlights in accordance with GA Power standards shall be placed throughout the Project. Any streetlights placed in the City right of way shall be paid for by Developer and added to the City’s maintenance agreement with GA Power.
   5. Buildings shall meet all requirements of the City of Senoia Historic Preservation Commission.
   6. Storm water shall be directed (per plan) to the nearest City infrastructure, and the City shall accept stormwater from the Project and treat for quality and quantity as part of the City’s greater downtown stormwater plan.
   7. Dumpster facilities shall be placed on property in a screen structure designed to match the building.
   8. Landscaping in accordance with City of Senoia standards or as approved by the City shall be installed.
   9. All public improvements shall be self-bonded by Developer for one year.

Said Conditions shall be incorporated into this Agreement.

1. **ZONING.** By applicable regulations set out by the ordinances of the City of Senoia, the City has previously zoned the Property General Commercial (GC) in the Historic Neighborhood Overlay in accordance with the Zoning Ordinance of the City of Senoia with the exception of the Variances included herein.
2. **VARIANCES.** By applicable regulations set out by the ordinances of the City of Senoia, the City has granted the following variances from the regulations of the Zoning Ordinance and Land Development Ordinances of the City of Senoia:
   1. **Lot Size.** According to the Zoning Ordinance of the City of Senoia, minimum lot size in a GC zone is one (1) acre. The City allows for the lot sizes to be reduced to a size sufficient to subdivide 31, 33, and 35 Barnes St into separate parcels once development is complete.
   2. **Setbacks.** Property shall be developed without front, rear or side setbacks.
   3. **Encroachment Easements.** The City shall allow deeded encroachment easements for porch footings on the Barnes St. storefronts of 31, 33, and 35 Barnes St. in accordance with the Site Plan.
   4. **Parking.** The City allows the parking required in the Zoning Ordinance of the City of Senoia to be reduced as described below and provided on Property owned by the Developer and property owned by the City of Senoia.
      1. **Loft Parking:** one reserved parking space shall be provided in the Project for each loft constructed in the Project.
      2. **Other Parking:** In accordance with the Site Plan, Developer shall provide a minimum of 31 parking spaces, including at least 5 reserved parking spaces for lofts and two ADA parking spaces. City will allow two of the spaces to be developed on City property on Barnes St., which shall be labeled by Developer as a “Loading Zone” between the hours of 8am and 5pm, or as otherwise directed by the City.

V. **CONDITIONAL USES.** The Developer has indicated that residential lofts will be included in the Project. By applicable regulations set out in the Zoning Ordinance of the City of Senoia, the City grants approval of said conditional use. However, any other future conditional use in the GC zone shall be required to follow the Conditional Use Approval Process as described in the Zoning Ordinance of the City of Senoia.

VI. **PUBLIC IMPROVEMENTS.** In order to complete this Project, the Developer and City have agreed to make improvements to infrastructure and facilities.

1. **City Improvements:**
2. The City will allow the Developer to relocate or re-install the City’s existing irrigation servicing the parking at 21 and 27 Barnes St. and the right of way on Barnes St. as part of the Project’s landscape plan, and to extend the same to include coverage of landscaping along the east boarder of the Project’s parking.
3. **Developer Improvements:**
4. The Developer will construct certain parking spaces on public property in accordance with the Project. Parking spaces shall be developed in accordance with all land development codes of the City. Developer shall provide access easements to the City property where necessary, and the City shall provide access easements to the Developer property where necessary.
5. The Developer will install a new 8” Ductile Iron Pipe (DIP) water main (per site plan), and install a 6x8 Cross Tee with Isolation valves at the intersection of Seavy Street and Barnes Street. An additional Isolation valve will be installed in the water main at the southwest corner of the Project as indicated on site plan.
6. The City will be responsible for the material upcharge or difference in cost between a new 6” Ductile Iron Pipe and an 8” Ductile Iron Pipe.
7. The Developer will install and maintain the fence on the eastern property line of the Project for a minimum of fifteen (15) years.
8. The Developer will construct sidewalks on all street frontage of the Project. Streetscape shall be approved by the City.
9. The Developer will install street trees in the grass strip right of way between curb and sidewalk, if deemed appropriate by the Developer and the City in the streetscape plan.
10. Streetlights in accordance with GA Power standards and approved by the City shall be placed on the right-of-way, limited to the scope of the Project.
11. All improvements by the Developer on public property shall be self-bonded by the Developer for one (1) year.

VII. **PROJECT.** With the exception of the variances listed and described herein, the Project shall be developed in accordance with development regulations of the City including but not limited to:

**a.** The Zoning Ordinance

**b.** The Land Development Ordinances

**c.** The Historical Neighborhood Overlay Ordinance

**d.** Applicable Building Codes

VIII. This writing supersedes all prior discussions and negotiations relating to the conditional use permit and development of the Project. Unless specifically modified by this Agreement, state law, the City’s zoning, land development, environmental ordinances and regulations, and other land use policies shall establish the minimum standard for design and development of said Project. In the event of any conflict, this Agreement shall be deemed controlling.

IX. This agreement shall be construed and interpreted in accordance with the laws of

Georgia. No amendment or modification hereof shall be deemed effective, unless contained in a subsequent writing, executed by all parties. Should the conditional use permit for the subject tract not be finally accomplished or should more than two calendar years elapse between approval of an application for Preliminary Plat and commencement of grading, this Agreement shall be considered null, void and unenforceable.

**SO AGREED AND EXECUTED,** under hand and seal of the parties by their duly authorized representatives, the day and year first above written.

Senoia Enterprises Inc. CITY OF SENOIA, GA. (Seal)

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

Mayor

Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness City Clerk