# STATE OF GEORGIA COUNTY OF COWETA

**AN AGREEMENT BETWEEN**

**THE CITY OF SENOIA,**

**COWETA COUNTY, GEORGIA
AND FORZA SENOIA PARTNERS, LLC**

**REGARDING TRANSPORTATION IMPROVEMENTS**

**THIS AGREEMENT** (hereinafter "Agreement"), made and entered into this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2023, by and between the CITY OF SENOIA, a political subdivision of the State of Georgia (hereinafter “City”), COWETA COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County"), and FORZA SENOIA PARTNERS, LLC, a Georgia limited liability company (hereinafter “Developer”). The City, County, and Developer are referred to collectively as “Parties.”

**PREAMBLE**:

**WHEREAS**, Developer is the fee simple owner of that certain real property consisting of 74.55± acres, Tax Parcel Number 167 1309 001 (hereinafter “Property”) located in unincorporated Coweta County; and

**WHEREAS**, on September 14, 2022, the County received notice from the City that the Developer desired to annex the Property into the City (hereinafter “Annexation”) in accordance with State law; and

**WHEREAS**, on October 18, 2022, at a Regular Session Board of Commissioners meeting, the County voted to file an intent object to the proposed Annexation in accordance with O.C.G.A § 36-36-113; and

**WHEREAS**, on October 31, 2022, the County requested that the Georgia Department of Community Affairs (“DCA”) assemble an arbitration panel in accordance with State law; and

**WHEREAS,** on November 18, 2022, the City and County received notice from DCA, incorporated herein and attached hereto as “Exhibit A”, stating that the request to appoint an arbitration panel was denied due to the following: 1) the County was notified by the City outside of the statutory time frame; 2) the County’s untimely objection notice; and 3) the manner in which the County’s objection was delivered;and

**WHEREAS**, on December 7, 2022, the City, County, and Developer met to discuss the objections regarding the Annexation; and

**WHEREAS**, on March 3, 2023, the Developer submitted a traffic study to the City and County, which is incorporated herein and attached hereto as “Exhibit B”; and

**WHEREAS**, the Developer has informed the City and the County they intend to resubmit an annexation petition regarding the Property, which if approved, will be zoned General Industrial (GI) (hereinafter “Development”) in accordance with City zoning regulations; and

**WHEREAS**, O.C.G.A. § 36-36-119 authorizes this Agreement for the changing of zoning, land use, and density; and

**WHEREAS**, the City and the County find it in the best interests of the health, safety and welfare of the public to set forth obligations of the Developer regarding certain transportation improvements associated with the proposed annexation of the Property and the proposed Development; and

**WHEREAS**, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the City, County and Developer, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, enter into this Agreement for the following purposes.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements hereinafter stated and for the sum of ONE and 00/100 DOLLAR ($1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Recitals Incorporated

 The recitals set forth above are expressly incorporated to this Agreement herein by reference and made a part hereof.

Section 1 – Representations of Authority

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

* 1. The City and the County have validly adopted this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. § 50-14-1, et seq.
	2. The Developer hereby represents and warrants that the undersigned officer or agent has the necessary power and authority to enter into this Agreement, to perform its obligations hereunder, and that such actions have been duly authorized in accordance with applicable law.

Section 2 – Zoning Conditions

2.1 Buffer. The City shall require the Developer to maintain a 100-foot buffer on the Property along all adjoining unincorporated parcels zoned for residential use.

2.1 Transportation Improvements. The City, the Developer, or its successors and assigns in interest shall be responsible for the cost of designing, permitting, constructing, and all other costs associated with the following transportation improvements:

2.1.1 Complete the construction of an intersection improvement project (traffic signal or roundabout as determined and approved by the Georgia Department of Transportation) at Georgia State Route 85 and Seavy Street prior to July 1, 2025.

Section 3 – Term of Agreement

This Agreement shall be effective between the Parties, their successors, and assigns, immediately upon execution by all Parties hereto.

Section 4 – Modification

The Parties may modify this Agreement only in writing by having a modification signed by all Parties and adopted pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 5 – Entire Agreement

This Agreement is a full and complete statement of the terms of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 6 – Counterparts

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

Section 7 – Governing Law and Forum

This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Georgia. Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Coweta County, Georgia, and the parties expressly consent to venue and jurisdiction therein.

Section 8 – Severability

Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 9 – Notices

All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below:

City:

City of Senoia
Attn: City Manager
80 Main Street

Senoia, Georgia 30276

County:

 Coweta County Board of Commissioners

 Attn: County Administrator

 22 East Broad Street

 Newnan, Georgia 30263

Developer:

Forza Senoia Partners LLC

3363 Highway 85
Senoia, Georgia 30276

Section 10 – Enforcement

 The parties agree that in the event of a breach or threatened breach of this Agreement, there will exist a substantial threat of irreparable injury to one or more of the non-breaching parties with no adequate remedy available to them at law. Accordingly, the parties agree that in such event any party may seek to have this Agreement enforced through injunctive relief and the parties agree that the Court is authorized to grant injunctive relief. The parties further agree that in the event the enforceability of any of the terms of this Agreement shall be challenged in a court of law and a court of competent jurisdiction finds that the Agreement is enforceable, then the time periods herein shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of this Agreement until the dispute is finally resolved and all periods of appeal have expired.

**IN WITNESS WHEREOF**, the Parties hereto, acting through the duly authorized Chairman or equivalent of the governing authority, or duly authorized officers or agents of Developer, as witnessed, have executed this Agreement, in duplicate originals, under their respective seals, the day and year as first above written.

CITY OF SENOIA

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

 Mayor

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

 Clerk

*Signatures continue on the following page*

COWETA COUNTY, GEORGIA

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

 Chairman

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

 Clerk

*Signatures continue on the following page*

FORZA SENOIA PARTNERS, LLC

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

Notice of Arbitration Panel Denial

from the Department of Community Affairs

Exhibit B

Developer Provided Traffic Study