

A RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SENOIA, GEORGIA, DETERMINING THE NECESSITY FOR THE ACQUISITION OF LAND IN FEE SIMPLE TO BE USED AS STREET RIGHT OF WAY; DECLARING THE PUBLIC PURPOSE FOR THE ACQUISITION OF SAID LAND; ESTABLISHING AN INITIAL VALUE FOR "JUST COMPENSATION" TO BE OFFERED TO THE OWNER AND PERSONS HAVING A LEGAL INTEREST THEREIN; ACQUIRING THE RIGHTS TO A PRESCRIPTIVE EASEMENT CURRENTLY PROVIDING ACCESS FOR FIVE (5) LANDLOCKED PARCELS OF PROPERTY THROUGH THE SUBJECT TRACT FROM WHICH THE LAND FOR A NEW STREET IS TO BE ACQUIRED; APPROVING A DEVELOPMENT AGREEMENT WITH THE SUBJECT PROPERTY OWNER FOR CONSTRUCTION OF A STREET TO CITY-SPECIFICATIONS WITHIN THE RIGHT OF WAY TO BE ACQUIRED; DESIGNATING MANLEY ACQUISITIONS, INC. AS THE CITY'S REPRESENTATIVE TO NEGOTIATE ACQUISITION WITH THE OWNER AND INTERESTED PERSONS; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ACTIONS NECESSARY OR APPROPRIATE TO ACCOMPLISH THIS PROJECT AS EXPEDIENTLY AS FEASIBLE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Senoia is a Georgia municipal corporation with authority to lay out, establish, open, extend, widen, improve, and change the grade of streets, roads, alleys and other transportation corridors within said city, to acquire land, in fee simple or lesser interests, for transportation purposes, together with the power of eminent domain for any corporate purpose deemed necessary by its governing body when acquisition of land cannot reasonably be accomplished by negotiation;

WHEREAS, real property near the intersection of Georgia Highways 74/85 and Georgia Highway 16, is being commercially developed to provide quality retail, including a high-end grocery store which will serve a major need in the City and enhance the economic growth and development of the community;

WHEREAS, a tract of land fronting on Georgia Highway 16, now owned by Shops of Senoia, LLC, which is in the process of commercial retail development, is subject to a prescriptive easement for access to five (5) landlocked parcels of land lying north of this tract; this prescriptive easement, known as Dorsey Road, is not a public street and is not publicly maintained by the City; the Georgia Department of Transportation, which controls access by driveway or curb cuts from highways on the State Highway System, has found the current location of Dorsey Road to pose a substantial traffic hazard to the motoring public, particularly in light of new development about to occur in this vicinity and has recommended its closure;

WHEREAS, the City, in order to provide continued access to the owners of those landlocked properties now served by the existing Dorsey Road finds it feasible and

in the best interest of the City to relocate Dorsey Road by construction of a new public street which will abut the existing prescriptive easement at the property boundary between Shops of Senoia, LLC and William Franklin Harris, owner of the adjoining parcel to the north (and one of the landlock properties benefitting herefrom);

NOW, THEREFORE, BE IT RESOLVED that this Mayor and Council finds and declares the necessity of acquiring land, in fee simple, from Shops of Senoia, LLC in sufficient quantity to establish a public street, to City-specifications, from Georgia Highway 16 (also known as Wells Street) at a point where said street will form an intersection opposite Tucker Road, an existing public street on the south side of Georgia Highway 16; said new street, to be known as relocated Dorsey Road, shall have a right of way of not less than sixty (60') feet and a paved roadway, with curb and gutter of not less than 22 feet. The parcel owned by Shops of Senoia, LLC shall be hereafter referred to as the Subject Parcel. The north end of said new street shall line up with and be an extension of the prescriptive easement through adjoining lands of William Franklin Harris.

FURTHER RESOLVED, that simultaneous with the acquisition of right of way for a relocated Dorsey Road, the City acquire all rights and interests, if any, now held by the owners of the five (5) landlocked parcels lying north of the Subject Parcel in the prescriptive easement (existing Dorsey Road) on the Subject Parcel in order said road be closed and abandoned as a public way. Upon acquisition of said rights, the City will convey the closed road to the owner of property abutting on either side. The Development Agreement between Shops of Senoia, LLC and the City of Senoia, Georgia is hereby approved and the Mayor is authorized to execute the same on behalf of said City.

FURTHER RESOLVED, the Mayor and Council declares the public purpose for the proposed land acquisition to be the opening of a road or street and providing of a channel of trade and commerce, as well as improving the safety of travel on the adjoining Georgia Highway 16;

FURTHER RESOLVED, based upon the Appraisal Report, prepared by Bass & Associates, dated August 30, 2019, as of August 20, 2019, the market value of the parcel to be acquired was \$71,300, with no damages to the remainder, and the market value of the parcel to be closed and abandoned was \$79,350, resulting in a net benefit to the owner of the Subject Parcel of \$8,050. Therefore, an initial offer of One Hundred (\$100.00) Dollars shall be made to Shops of Senoia, LLC for acquisition of its land for the new street and interest, if any, in the prescriptive easement.

FURTHER RESOLVED, that the City designate and retain Manley Acquisitions, Inc. as its acquisition agent to deal with the owner of the Subject Parcel and any persons having an interest therein, with direction an offer be made expeditiously and acquisition negotiated. Should negotiation not result in acquisition after reasonable efforts, the agent shall report to the City Attorney his finding that negotiated acquisition is not feasible.

FURTHER RESOLVED, that the City Manager and City Attorney are hereby authorized to do all things reasonable, necessary or expedient to accomplishment of the foregoing.

SO RESOLVED, this 16th day of September 2019.

CITY OF SENOIA, GEORGIA

By: _____
Jeff Fisher, Mayor

Attest: _____
Debra J. Volk, City Clerk

STATE OF GEORGIA,
COUNTY OF COWETA

**DEVELOPMENT AGREEMENT
BETWEEN
SHOPS OF SENOIA, LLC.
AND THE
CITY OF SENOIA, GEORGIA**

THIS AGREEMENT, made and entered this ____ day of _____ 20 ____, by and between SENOIA GROCERY, LLC, a Georgia limited liability company, SHOPS OF SENOIA, LLC, a Georgia limited liability company (hereafter jointly referred to as "Developer"), and the CITY OF SENOIA, a Georgia municipal corporation (hereafter referred to as the "City"), provides as follows:

IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND THE MUTUAL PROMISES HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

P R E A M B L E

WHEREAS, Senoia Grocery, LLC is the owner of approximately 13.136 acres of land as described and depicted as "*Senoia Grocery Parcel*" in Exhibit "A" attached hereto and incorporated herein by this reference (the "Grocery Property"). The Grocery Property is depicted in the site plan attached hereto as Exhibit "A" (the "Site Plan") and is located in the municipal limits of the City of Senoia; and

WHEREAS, Shops of Senoia, LLC is the owner of approximately [_____] acres of land as described and depicted as the "*Shops Parcel*" on the Site Plan (the "Shops Property"). The Shops Property is also located in the municipal limits of the City of Senoia; and

WHEREAS, Senoia Grocery, LLC desires to develop the properties for commercial uses in accordance with the Site Plan ("Project"). The Project consists of buildings, parking, landscaping and other improvements necessary to accommodate commercial development; and

WHEREAS, the Project is located along the frontage of Georgia Highway 16 and Georgia Highway 74/85. Access from said roadways is managed by the rules and regulations of the Georgia Department of Transportation; and

WHEREAS, the driveway and access plan proposed in the Site Plan has been approved by the Georgia Department of Transportation. The Site Plan provides for one full-access curb cut onto Georgia Highway 74/85, one right-in only curb cut from GA Highway 16, and one full-access curb cut onto Georgia Highway 16 for the Project (the "Proposed Access Points"); and

WHEREAS, the current location of Dorsey Road is depicted and designated on the Site Plan as "*DORSEY RD, f.k.a. BRANCH STREET (APPARENT 50' PRESCRIPTIVE EASEMENT)*" and which property is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Existing Dorsey Road Property"), and the location of Dorsey Road on the Existing Dorsey Road Property does not meet separation requirements set forth by the rules and regulations of the Georgia Department of Transportation with respect to the Proposed Access Points on the Site Plan;

WHEREAS, to proceed with the Project, the Georgia Department of Transportation is requiring the relocation of Dorsey Road to the new location designated and depicted on the Site Plan as "*RELOCATED DORSEY RD. 22' WIDE PAVED DRIVE*" and which property is more particularly described in Exhibit "B" (the "Relocated Dorsey Road Property") such that the separation requirements set forth by the rules and regulations of the Georgia Department of Transportation with respect to the Proposed Access Points for the Project and Dorsey Road on the Relocated Dorsey Road Property are satisfied;

WHEREAS, Developer desires that the City condemn the Existing Dorsey Road Property and the Relocated Dorsey Road Property in order for Developer to construct Dorsey Road as a public road on the Relocated Dorsey Road Property as set forth in the Site Plan; and

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

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the City and Developer agree as follows:

- I. PREAMBLE. The statements set forth in the Preamble are true and correct and are hereby incorporated herein by this reference.
- II. CONDEMNATION. In connection with the condemnation, the City shall grant Shops of Senoia, LLC up to three (3) full access driveway connections from the Shop Property to Dorsey Road relocated on the Relocated Dorsey Road Property. Developer will assist City to accommodate whatever means necessary for City to approve a resolution to condemn the Existing Dorsey Road Property and the Relocated Dorsey Road Property, subject to the terms and conditions of this Agreement. This assistance shall include, but is not limited to:

- a. Provide survey and legal descriptions for the Existing Dorsey Road Property and the Relocated Dorsey Road Property;
- b. Provide an appraisal, by an appraiser approved by City, for the Existing Dorsey Road Property and the Relocated Dorsey Road Property;
- c. Provide access to the Shop Property; and
- d. Provide information that is reasonably necessary to complete said condemnation.

III. DEVELOPMENT OF DORSEY ROAD ON THE RELOCATED DORSEY ROAD PROPERTY. Senoia Grocery, LLC shall develop access for the Project in accordance with the Proposed Access Points provided in the Site Plan. This shall include the relocation and redevelopment of Dorsey Road on the Relocated Dorsey Road Property by Developer, and after the condemnation of the Relocated Dorsey Road Property, the City shall and does hereby grant to Developer a construction easement to enter upon the Relocated Dorsey Road Property in order for the Developer to construct Dorsey Road thereon. Additionally, the City agrees that Shops of Senoia, LLC and the Shop Property shall have up to three (3) full access driveway connections to the redeveloped Dorsey Road on the Relocated Dorsey Road Property, which access points may be determined at a later date by the City and Shops of Senoia, LLC or its successors in interest. Dorsey Road shall be constructed by Developer, at no cost to City, on the Relocated Dorsey Road Property as follows:

- a. The width of the right-of-way shall be 60 feet;
- b. The road width shall be a minimum of 22 feet;
- c. Curb and gutter and other necessary features shall be provided to accommodate the conveyance of stormwater in accordance with the Codes of the City of Senoia; and
- d. Utilities to be installed as may be necessary to maintain the same level of service currently provided along the existing Dorsey Road;
- e. Paving section shall meet the following standard:
 - i. Six-inch compacted graded aggregate base;
 - ii. Two-inch type "B" asphaltic concrete binder;
 - iii. One-inch type "F" asphaltic concrete topping; and
 - iv. Upon completion and acceptance by City, the Relocated Dorsey Road shall be a public street of said City, with future maintenance provided thereby.

IV. ABANDONMENT OF EXISTING DORSEY ROAD PROPERTY BY THE CITY.

- a. Upon completion of the redevelopment of Dorsey Road on the Relocated Dorsey Road Property by Developer to the public standards set forth in Article III above, the City shall abandon the portion of Dorsey Road located on the Existing Dorsey Road Property such that the Existing

Dorsey Road Property shall revert back to Shops of Senoia, LLC and the Existing Dorsey Road Property can be developed for commercial purposes by Shops of Senoia, LLC.

- b. City shall pass a resolution as necessary to formerly abandon the Existing Dorsey Road Property to accomplish the foregoing.
- c. The provisions in Article III and Article IV are a material inducement for the Developer to enter into this Agreement with the City, for the Developer to agree to cooperate with the City in connection for the contemplated condemnation of the Existing Dorsey Road Property and the Relocated Dorsey Road Property and for the Developer to agree to redevelop and construct Dorsey Road on the Relocated Dorsey Road Property at Developer's sole cost and expense in accordance with Article III hereof and without the provisions set forth in Article III and Article IV Developer would not have entered into this Agreement with City.

V. MISCELLANEOUS. This writing supersedes all prior discussions and negotiations relating to the development of the Project. Unless specifically modified by this Agreement and/or state law, the City's zoning conditions, zoning ordinance, land development requirements, environmental ordinances and regulations, and other land use policies shall establish the minimum standard for design and development of the Project. In the event of any conflict, this Agreement shall be deemed controlling. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. No amendment or modification hereof shall be deemed effective, unless contained in a subsequent written instrument, executed by all parties.

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

DEVELOPER

CITY OF SENOIA, GEORGIA

By: _____ (Seal)
Manager, Senoia Grocery, LLC

By: _____ (Seal)
Mayor

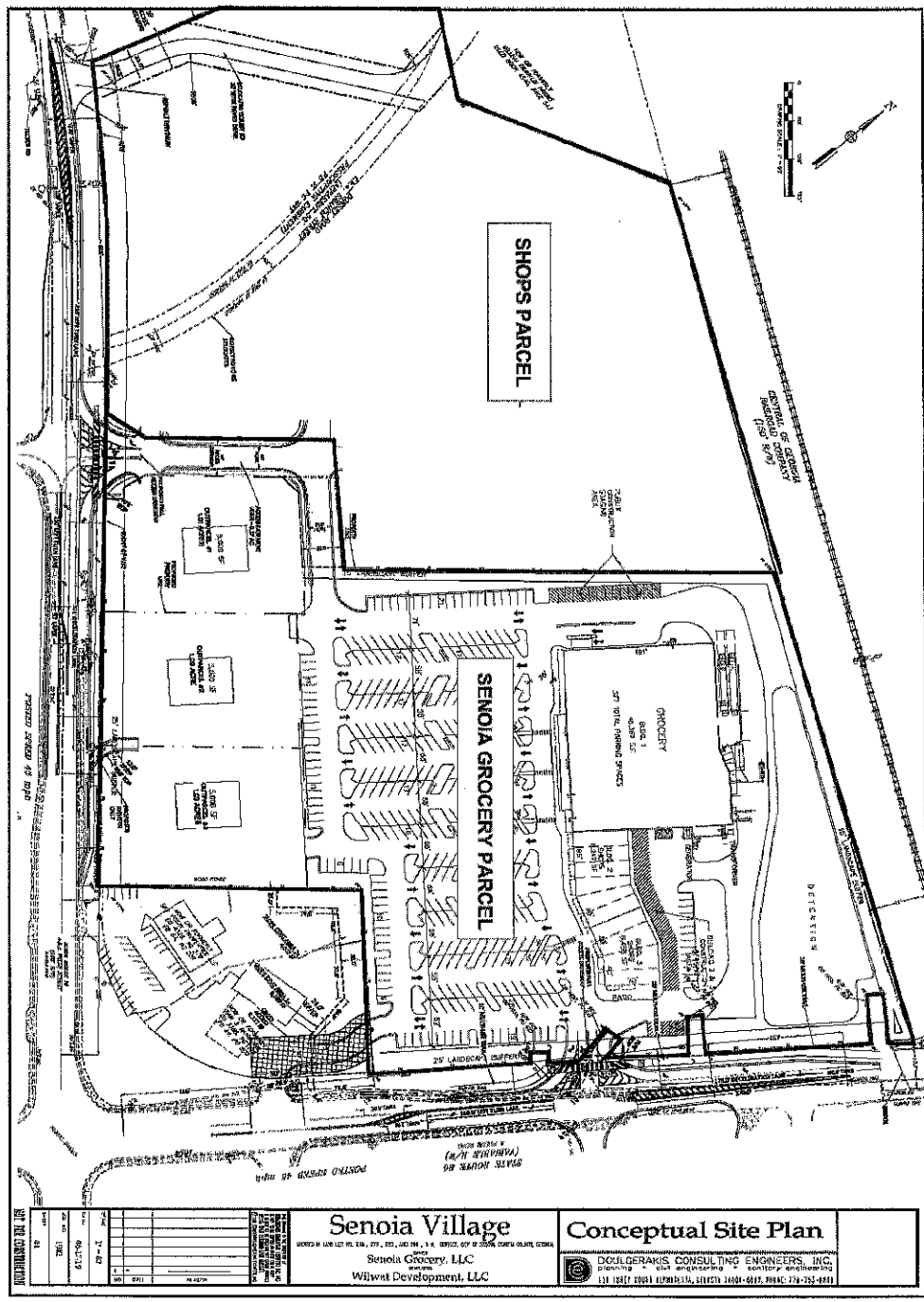
By: _____ (Seal)
Manager, Shops of Senoia, LLC

Attest: _____ (Seal)
City Clerk

Attest: _____

EXHIBIT "A"

SITE PLAN



<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>7-1-03</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>2</td> <td>8-11-03</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>3</td> <td>8-11-03</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>4</td> <td>8-11-03</td> <td>ISSUED FOR PERMIT</td> </tr> <tr> <td>5</td> <td>8-11-03</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	7-1-03	ISSUED FOR PERMIT	2	8-11-03	ISSUED FOR PERMIT	3	8-11-03	ISSUED FOR PERMIT	4	8-11-03	ISSUED FOR PERMIT	5	8-11-03	ISSUED FOR PERMIT	<p>Senoia Village</p> <p><small>SENOLIA VILLAGE, INC. IS A DIVISION OF WILVEST DEVELOPMENT, LLC</small></p> <p>Senoia Grocery, LLC Wilvest Development, LLC</p>	<p>Conceptual Site Plan</p> <p>DOUGLDERAKIS CONSULTING ENGINEERS, INC. Planning and Engineering</p> <p><small>(11) 1987 2004 1000111111111111 24001-6015 2004C 278-252-4001</small></p>
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EXHIBIT "B"

**LEGAL DESCRIPTIONS FOR THE EXISTING DORSEY ROAD PROPERTY
AND THE RELOCATED DORSEY ROAD PROPERTY**

