

STATE OF GEORGIA,
COUNTY OF COWETA

**DEVELOPMENT AGREEMENT
BETWEEN
BRENT EAST VILLAGE, LLC
AND THE
CITY OF SENOIA, GEORGIA**

THIS AGREEMENT, made and entered this ___ day of ____, 20 ____, by and between - BRENT EAST VILLAGE, LLC, a Georgia Limited Liability Company (hereafter 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:

P R E A M B L E

WHEREAS, the Developer has proposed to develop tract 168 1292 002 consisting of a total of 167.2 acres, described and depicted in Exhibit "A" (hereafter referred to as "PROPERTY") and located in the municipal limits of the City of Senoia; and

WHEREAS, on February 18, 2018 the Mayor and Council of the City annexed and zoned the Property to Residential (R40(C)) for the purpose of a single- family residential development; and

WHEREAS, on February 18, 2018, the Mayor and Council of the City approved the Conceptual Plat for "East Village", later renamed to "The Ponds at Greenhaven", showing 260 single family lots; and

WHEREAS, on July 15, 2019, the Mayor and Council of the City approved the Preliminary Plat for "The Ponds at Greenhaven" (hereafter referred to as the "PROJECT") as shown as Exhibit "B". The 159.08-acre project consists of the subdivision of the property into 256 lots with public right-of-way. Amenities, and other necessary improvement and other necessary improvements and 67.20 acres of greenspace as depicted in Exhibit "C"; and

WHEREAS, the Developer desires to develop the property for single-family residential uses, in accordance with the Preliminary Plat as approved by the Mayor and Council of the City on July 15, 2019; and necessary improvements; and

WHEREAS, the City has adequate capacity to serve the Project with water and sewerage; and

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

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 hereby incorporated herein by this reference.
- II. ZONING.
 1. By applicable regulations, the City zoned the Property in 2018 as R40(C) in accordance with the Zoning Ordinance of the City of Senoia. At the date of this agreement, the City has taken no steps to otherwise zone the property.
 2. The City has reviewed and approved the Preliminary Plat designed by Ridge Planning and Engineering for the Project. Project is for a conservation subdivision of 159.08 acres having no more than 256 lots for single-family residences and preserving approximately 67 acres as open or green space. (See Exhibit "C")
 3. Preliminary Plat consists of five units. Unit 1 and Unit 2 consist of eighty four (84) single-family homes. The typical lot in these units will be 70' x 180'. Units 3, 4 and 5 will consist of one hundred seventy two (172) homes. The typical lot in these units will be 60' x 150'. Clearing of natural vegetation should be limited to only those areas of the site to be developed at a given time. Setbacks and home sizes will be in accordance with the requirements of the R40(C) Zoning. The front setback shall be a minimum of 25 feet. The rear setback shall be 50 feet of separation from the rear of building to any non-accessory building. Homes shall have a minimum side separation of 20 feet between primary buildings.
- III. WATER AND SEWER.
 1. The City warrants to Developer that it currently has adequate wastewater capacity for the proposed development and covenants to reserve such capacity for the use and benefit of Developer, its successors and assigns, for a period of six (6) years from the date of approval of Final Plat for each phase.
 2. The City agrees to allow two connections to the water main on State Route 16 and one connection to the water main on State Route 85. Water lines not constructed on publicly owned right-of-way shall be constructed within easements having a uniform width of not less than 20' and shall be

dedicated to the City of Senoia. The Developer shall provide land and utilities for dedication at no expense to the City. Developer shall be solely responsible for installing, at no cost to the City, all water distribution lines and extending, at no cost to the City, all water transmission lines, if any are required for the project. The City will work with the Developer, as necessary, to acquire easements.

3. Developer shall be solely responsible for installing, at no cost to the City, all sewer collector lines within the proposed project and extending, at its cost, any sewer outfall lines. Developer shall install, at its cost, any lift station and force main needed to connect the project to public sewer. The City may at its discretion and expense choose to upgrade the lift station for their purpose at no cost or time delay to the Developer. The City will work with the Developer, as necessary, to acquire easements.
4. Developer will provide an easement to the well located on the property. If the city determines that the well is useful for public drinking water, then developer shall deed such well to the city.

IV. RESIDENTIAL DEVELOPMENT CONDITIONS.

1. DENSITY BONUS.

In accordance with Section 74-113 of the Code of the City of Senoia, the permitted density in the R40 (C) district is determined by multiplying the gross acreage of the project by a factor of 0.9. Said formula yields 150 lots. In accordance with Section 74-113 (a.1), the Developer will donate either \$3,200.00 per home or complete a project agreeable to both parties not to exceed a total cost to the developer of \$819,200.00. Development fee of \$3,200.00 will be due, to the City, at the time each lot is sold by Developer to homebuilder. In exchange for these improvements, the City approves a density bonus of 106 lots for a total of 256 lots in the Project.

V. PONDS AT GREENHAVEN HOMEOWNER'S ASSOCIATION

1. AMENITIES.

The Amenities area(s) shall be maintained, at no cost to the taxpayers, by a mandatory homeowner's association to be incorporated for this project. The Amenities area(s) shall be for the use and enjoyment of the residents and invited guests, as defined by homeowner association by-laws.

2. COMMON PROPERTY.

The Homeowner's Association will be required to maintain all common property of the Project.

VI. This writing supersedes all prior discussions and negotiations relating to zoning and 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 in effect on the date of this agreement shall establish the minimum standard for design and development of said subdivision. In the event of any conflict, this Agreement shall be deemed controlling.

VII. 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.

BRENT EAST VILLAGE LLC. (Seal)

CITY OF SENOIA, GA. (Seal)

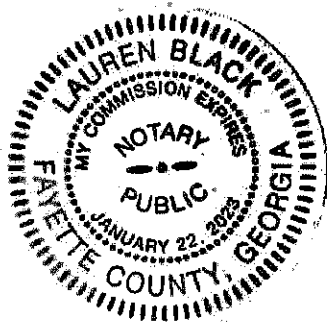
By: *[Signature]* *manager*
MEMBER

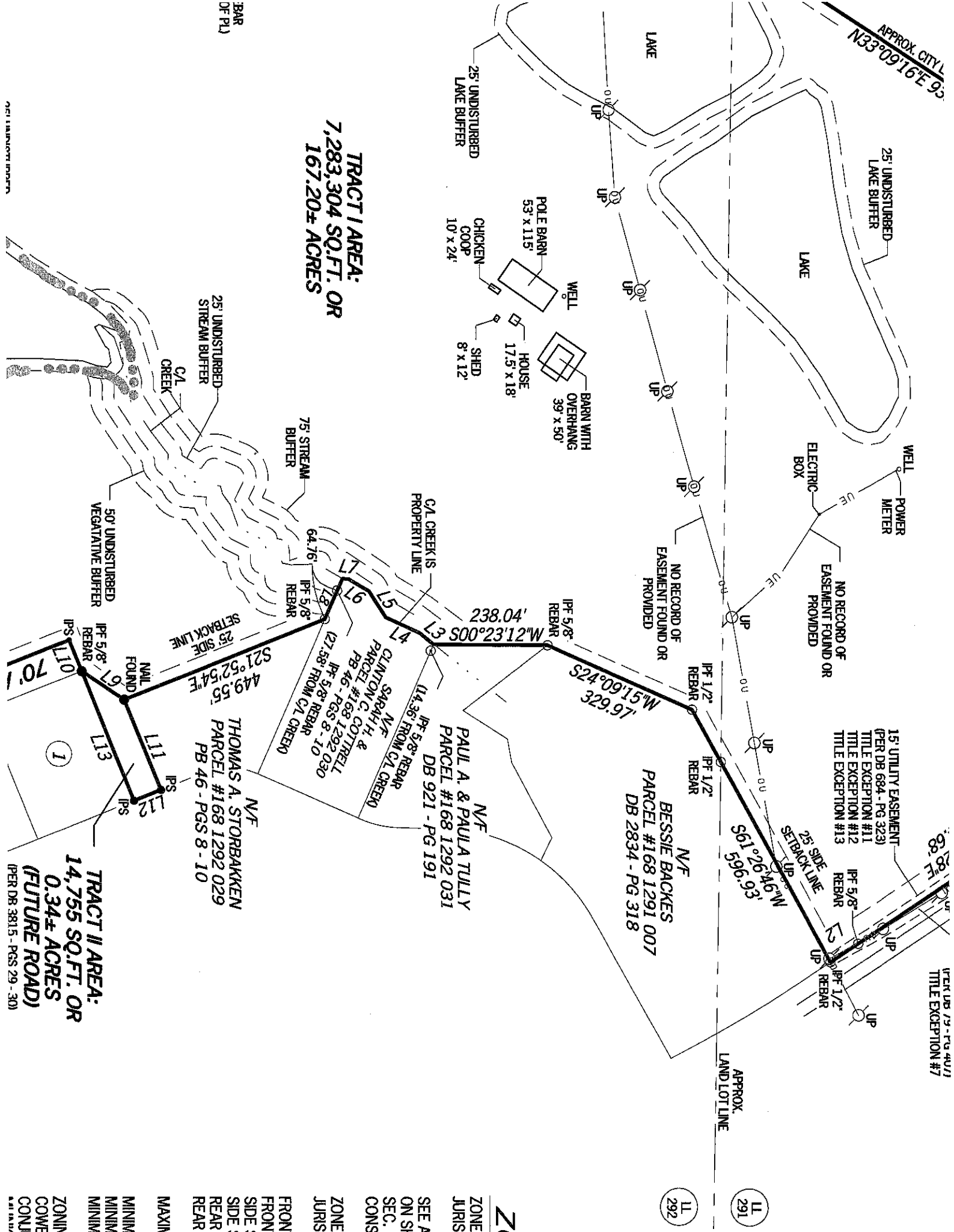
By: _____
Mayor

By: _____
MEMBER

Attest: _____
City Clerk

Notary: *Lauren Black*





TRACT I AREA:
7,283,304 SQ.FT. OR
167.20± ACRES

TRACT II AREA:
14,755 SQ.FT. OR
0.34± ACRES
(FUTURE ROAD)

ZONING
COWE
CONJ
MINIM
MINIM
MINIM
MAXIV

FRONT
FRONT
SIDE
SIDE
REAR
REAR

ZONE I
JURIS

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APPROX. CITY L
N33°09'16"E 95'

TRACT I B. 75 - PGS 49/71
TITLE EXCEPTION #7

15' UTILITY EASEMENT
(PER DB 684 - PG 323)
TITLE EXCEPTION #11
TITLE EXCEPTION #12
TITLE EXCEPTION #13

N/F
BESSIE BACKES
PARCEL #168 1291 007
DB 2834 - PG 318

N/F
PAUL A. & PAULA TULLY
PARCEL #168 1292 031
DB 921 - PG 191

N/F
THOMAS A. STORBAKKEN
PARCEL #168 1292 029
PB 46 - PGS 8 - 10

N/F
CLINTON C. COTTRELL
PARCEL #168 1292 030
IPF 5/8" REBAR
127.58' FROM C/L CREEK

N/F
SARAH H. &
PARCEL #168 1292 030
IPF 5/8" REBAR
114.36' FROM C/L CREEK

LL 292

LL 291

APPROX.
LAND LOT LINE

DATE: 1/18/2022 10:00 AM

BAR
OF PL1

IT.

IN DISTRICT DEVELOPMENTS.

OF SENOIA COMPREHENSIVE PLAN.

DEVELOPED ACCORDING TO A SINGLE

ION DISTRICT.

CREAGE MULTIPLIED BY 0.9.

THIS DISTRICT, APPLICANT
IOIA COMPREHENSIVE
BE DETERMINED BY
OUNCIL.

CTURES WITHIN THIS DISTRICT

PERCENT OF THE GROSS
ARTICLE.

AREA REGULATIONS SHALL

PARATION OF 20 FEET, AT
UM SEPARATION OF 50
ON ANY OTHER BUILDING

ARE ACCESSORY AT
EMIDE MINIMUM
S SHALL COMPLY

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IN FIVE FEET IN WIDTH
PLY TO LOT LINE(S) THAT
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ER BOUNDARY OF THE
S SHALL BE EXEMPT FROM

1. CURRENTLY THIS PROPERTY DOES NOT HAVE ACCESS TO A CONTRACT CONTINGENT ON THE APPROVAL OF THE ANNEXATION DISTRICT DEVELOPMENTS.
2. CONNECTIVITY WITH THE DOWNTOWN AREA WILL BE AFFORDED TO NEW RESIDENTS. CONNECTIVITY, THROUGH EITHER ENROUTE OR THROUGH THE CITY LIMITS, THE PROPOSED GOLF COURSE WOULD NOT PROVIDE CONNECTIVITY SINCE THERE WILL BE NO SIDE OF GA HWY 16. THE CITIZENS WILL DESIRE THIS CONNECTION.

3. THE OWNER WILL NEED TO OBTAIN DIFFERENT PERMITS WOULD BE ABLE TO MOVE ON THE PLANNING PROCESS. THE DEVELOPER THROUGH THE DEPARTMENT OF TRANSPORTATION DEVELOPER WILL ALSO NEED TO HAVE A SEWER AND WATER WILL GIVE THE CITY THE INFORMATION NEEDED TO SEE WITH UTILITIES AND ROADS.

4. THE DEVELOPER WILL ALSO NEED TO COMPLY WITH ALL FOR THIS LOCATION.

5. PER COMETA COUNTY THE PROPOSED STORMWATER MANAGEMENT TO BE SUFFICIENT, UNLESS A PERMIT FROM THE US ARMY AS STORMWATER MANAGEMENT, INCLUDING WATER QUALITY GA STORMWATER MANAGEMENT MANUAL SHOULD BE REQUIRED.

SHOULD THE CITY OF SENOIA ADOPT THE ORDINANCE FOR BE INCLUDED AS CONDITIONS TO THE ANNEXATION ORDINANCE.

1. DEVELOPMENT OF THE PROPERTY SHALL OCCUR IN ACCORDANCE WITH THE ZONING MAP AS SHOWN WITH +/- 40.2 AC ZONED FOR R40 CONSERVATION SUBDIVISION DISTRICT.

2. DEVELOPMENT OF THE PROPERTY SHALL GENERALLY FOLLOW THE "ANNEXATION PLAN".

3. REQUIRE THAT PUBLIC WATER AND PUBLIC SEWER ARE PROVIDED TO THE PROPERTY.

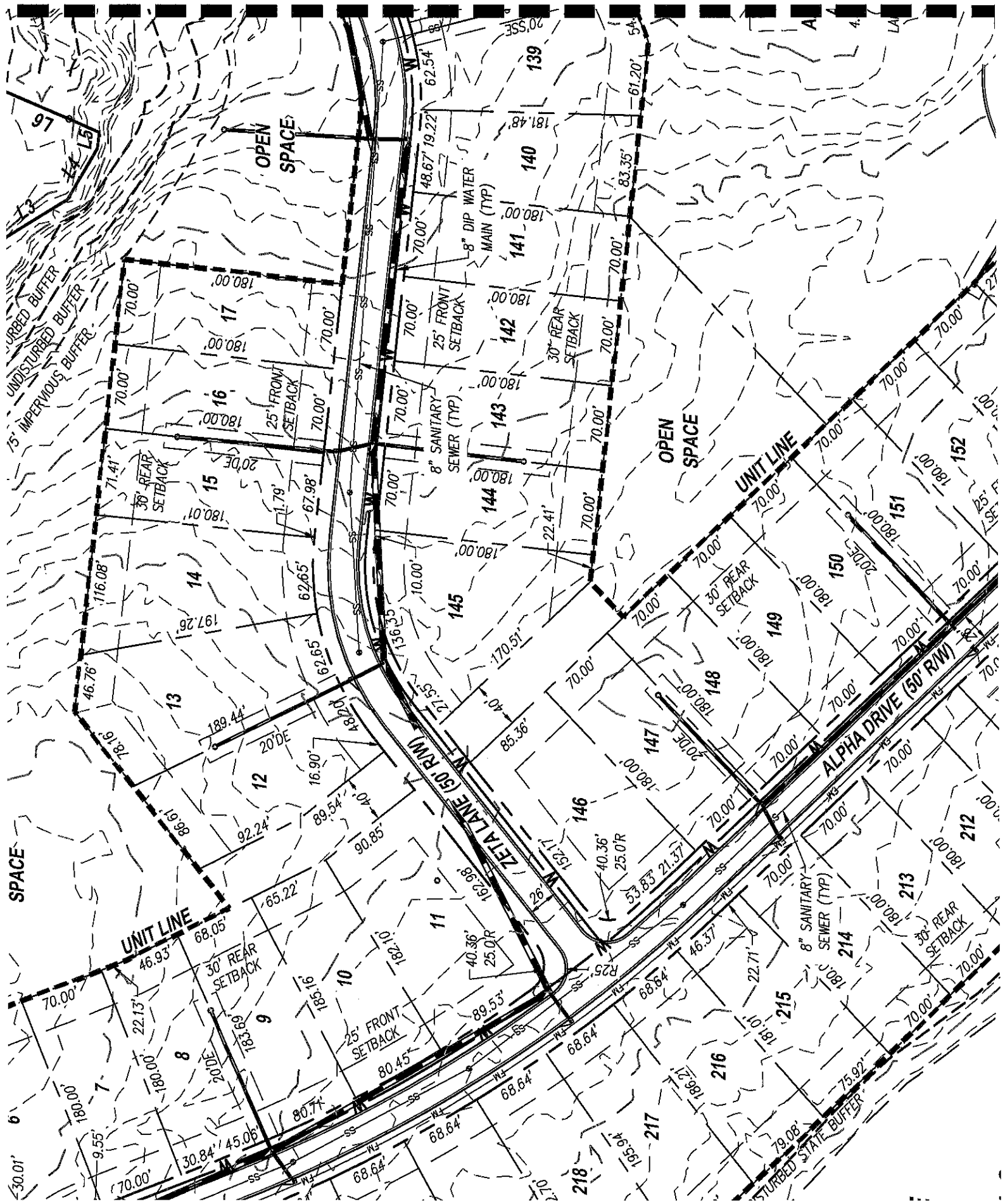
4. A 50' FOOT VEGETATIVE BUFFER ALONG ALL PROPERTY LINES.

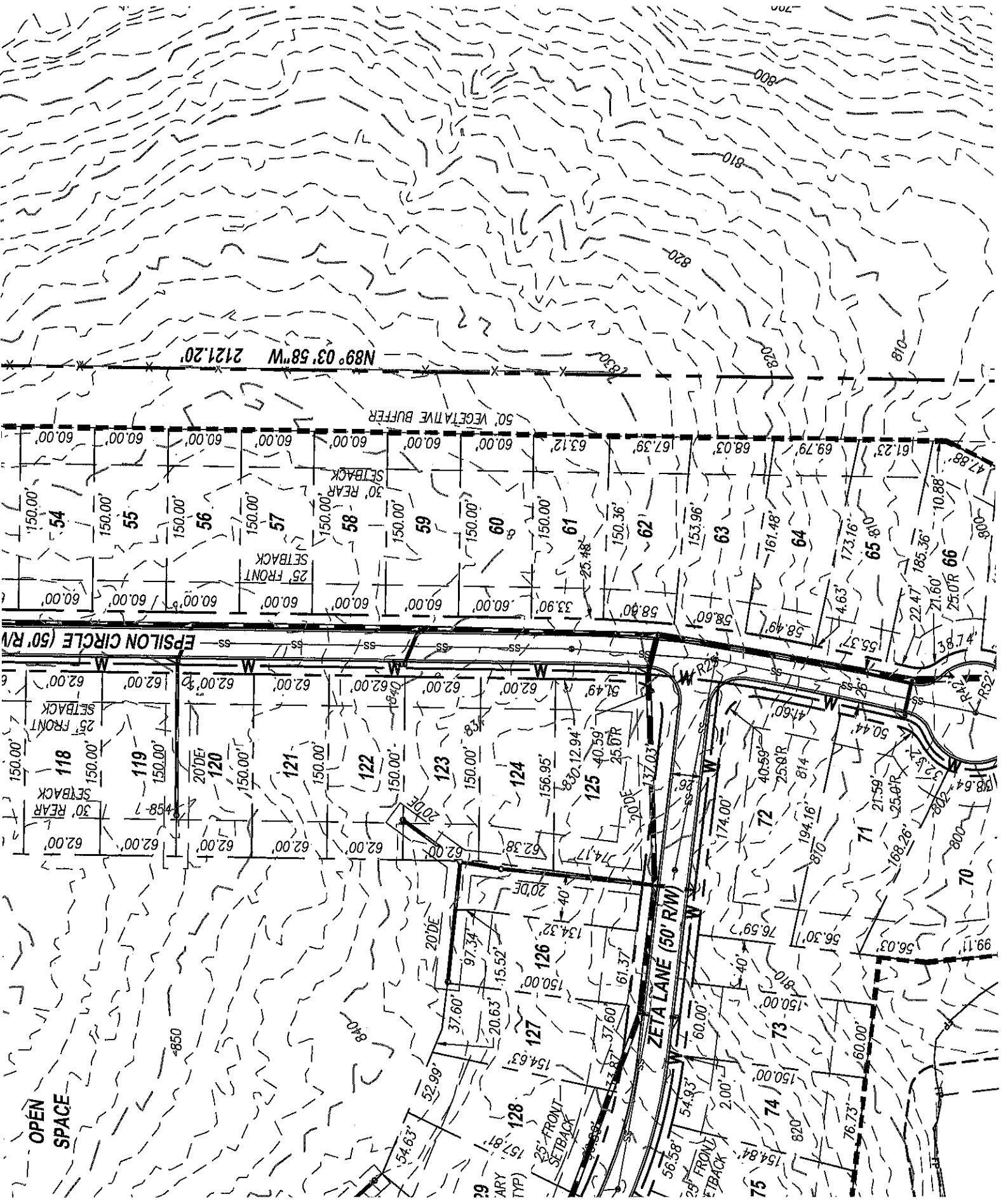
5. THE PRELIMINARY AND FINAL PLATS OF THE PROPOSED DEVELOPMENT SHALL BE IN COMPLIANCE WITH THESE MEASURES,

6. THE CITY OF SENOIA AGREED TO PROVIDE THE FOLLOWING DEPARTMENT:

- A. WATER MAIN SIZE
- B. OPERATING PRESSURE
- C. FLOW PRESSURE
- D. HYDRANT SPACING
- E. DENSITY
- F. WATER PLANS SUBMITTED WITH CONSTRUCTION PLANS

7. REQUIRE THAT THE DEVELOPER PROVIDE A TRAFFIC STUDY.





N89° 03' 58" W 2121.20'

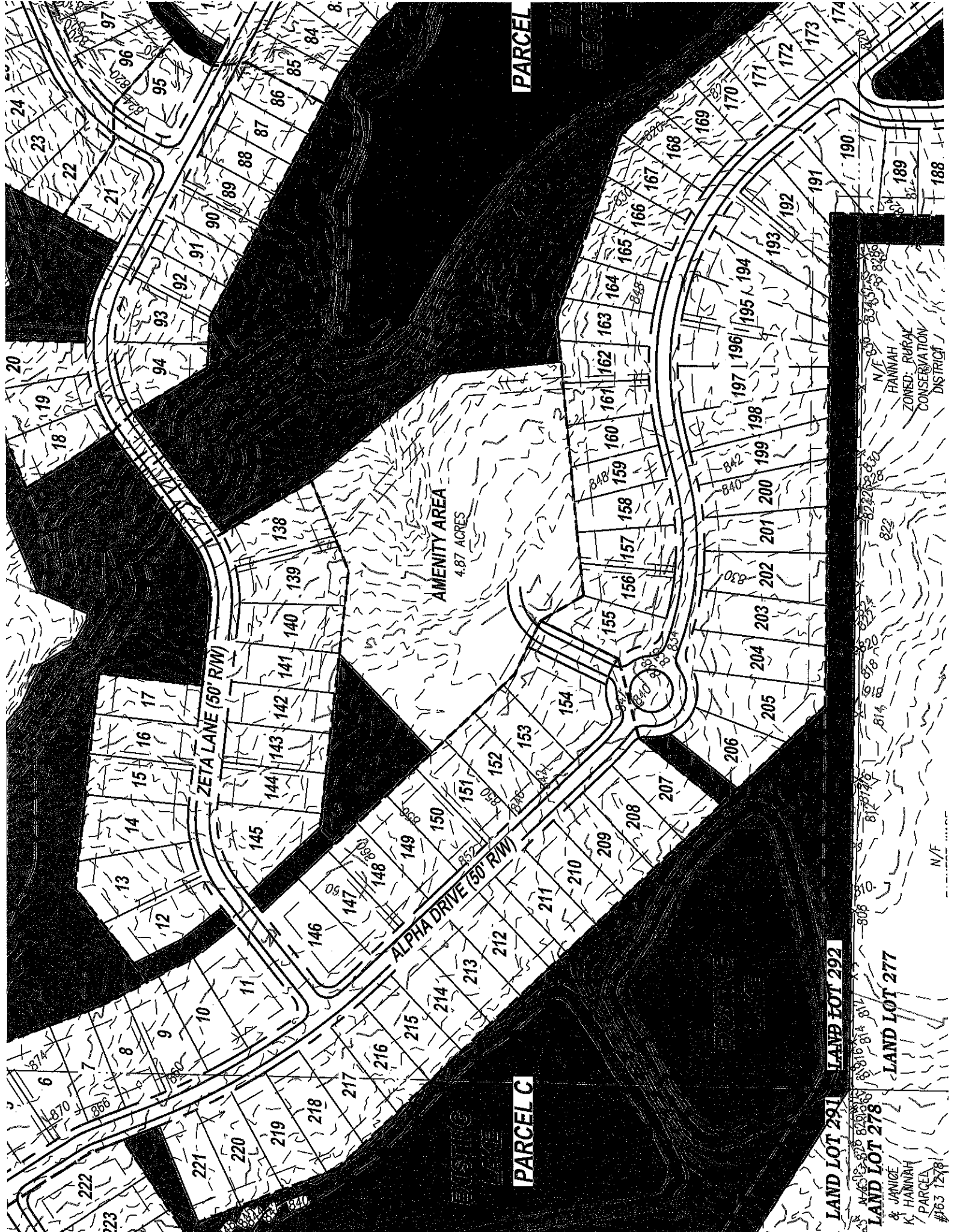
50' VEGETATIVE BUFFER

EPSILON CIRCLE (50' R/W)

ZETA LANE (50' R/W)

OPEN SPACE

- 54
- 55
- 56
- 57
- 58
- 59
- 60
- 61
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- 119
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- 123
- 124
- 125
- 126
- 127
- 128



PARCEL

AMENITY AREA
4.87 ACRES

ZETA LANE (50' R/W)

ALPHA DRIVE (50' R/W)

PARCEL C

LAND LOT 291
LAND LOT 292

LAND LOT 277
JANICE & HANNAH K. PARCEL #163 1278

RURAL CONSERVATION DISTRICT

N/F

EXHIBIT "B"

EXHIBIT "C"