

STATE OF GEORGIA,
COUNTY OF COWETA

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

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement"), made and entered this ____ day of _____ 2020, 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 10.821 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' R/W)*" 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 and the City previously entered into that certain Development Agreement dated September 16, 2019 (the "Original Development Agreement") with respect to Dorsey Road and the Relocated Dorsey Road Property in which the parties erroneously stated that the Shops of Senoia, LLC owned the Existing Dorsey Road Property, however, since execution of the Original Development Agreement, the parties have discovered that Dorsey Road and the Existing Dorsey Road Property is a public right-of-way and owned by the City; and

WHEREAS, Developer and City are now entering into this Agreement to amend and restate in its entirety the Original Development Agreement and to execute this Agreement to set forth the parties' agreement with respect to the relocation of Dorsey Road to the Relocated Dorsey Road Property and thereafter, the abandonment of the Existing Dorsey Road Property by the City, 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/AMENDED AND RESTATED. The statements set forth in the Preamble are true and correct and are hereby incorporated herein by this reference. This Agreement amends, restates and replaces in its entirety the Original Development Agreement, and the obligations set forth therein, as

amended and restated in their entirety hereby, continue in full force and shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, transfers, successors and assigns.

II. 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 Senoia Grocery, LLC, and in connection with said development, Shops of Senoia, LLC does hereby grant a construction easement to Senoia Grocery, LLC to enter upon the Relocated Dorsey Road in order for Senoia Grocery, LLC to construct the relocated Dorsey Road thereon. Additionally, the City agrees that Shops of Senoia, LLC and the Shops 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 Senoia Grocery, LLC, 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, if any;
- 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
- f. Upon completion and acceptance by City, Dorsey Road located on the Relocated Dorsey Road Property shall be a public street of said City, with future maintenance provided for by the City.

III. 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 II 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 to Shops of Senoia, LLC and the Existing Dorsey Road Property can be developed for commercial purposes by Shops of Senoia, LLC, and since there are no public utilities located in the Existing Dorsey Road Property, the City agrees that there shall be no

reservation of any easements for utilities in the conveyance of Existing Dorsey Road Property to 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 II and Article III are a material inducement for the Developer to enter into this Agreement with the City, for Senoia Grocery, LLC to agree to redevelop and construct Dorsey Road on the Relocated Dorsey Road Property owned by Shops of Senoia, LLC at Senoia Grocery, LLC's sole cost and expense in accordance with Article II hereof and without the provisions set forth in Article II and Article III Developer would not have entered into this Agreement with City.

IV. 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. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the 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: _____

APPROVED AS TO FORM

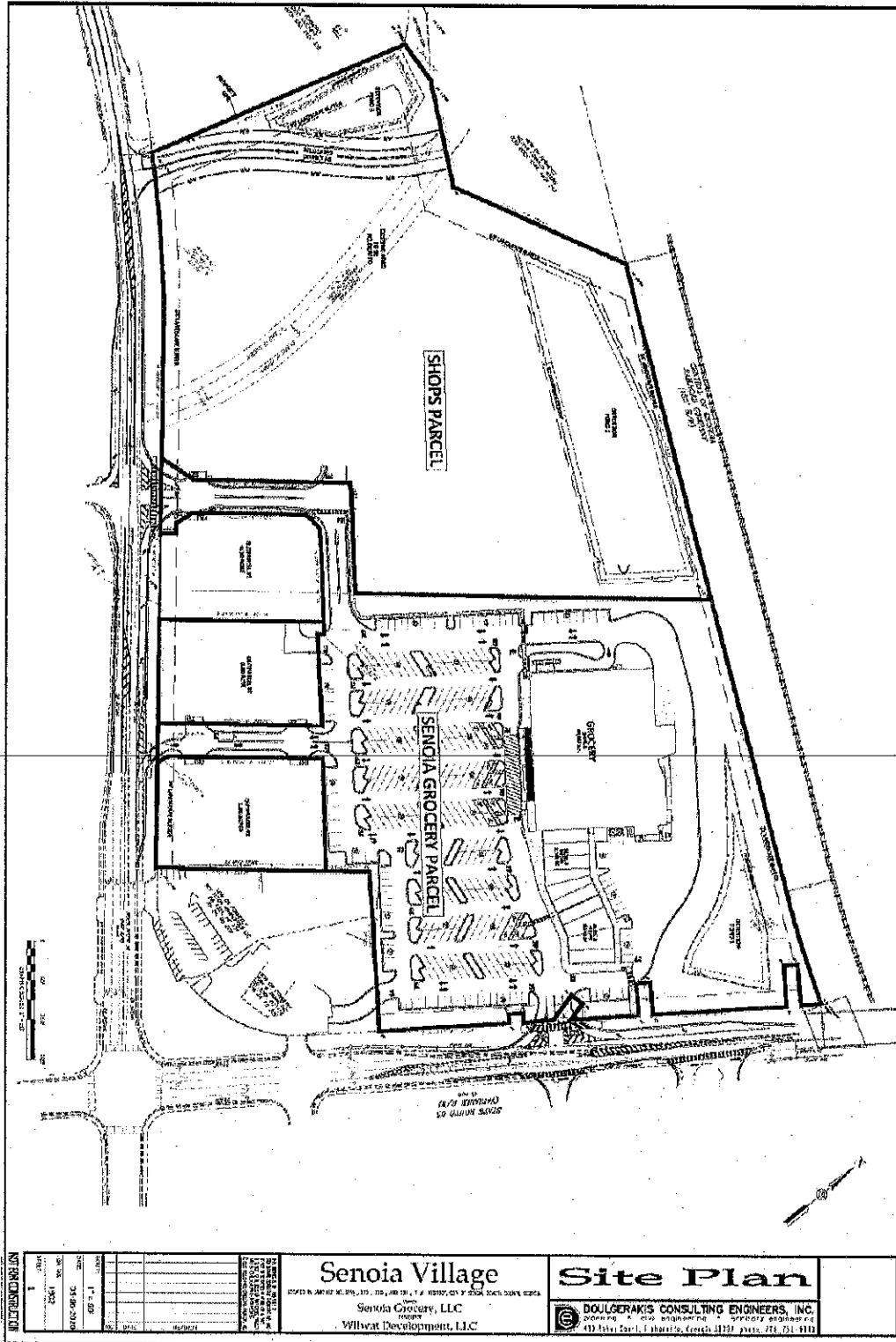
THIS 9th DAY OF March, 2020

BY: Andrew J. Whalen III

CITY ATTORNEY

EXHIBIT "A"

SITE PLAN



<p>NOTES</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. SEE SEPARATE SHEETS FOR UTILITY LOCATIONS AND EASEMENTS.</p> <p>3. SEE SEPARATE SHEETS FOR SURVEY DATA AND PROPERTY LINES.</p> <p>4. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED DRIVEWAYS AND PAVEMENT.</p> <p>5. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED LANDSCAPING AND IRRIGATION.</p> <p>6. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED SIGNAGE AND LIGHTING.</p> <p>7. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED FENCE AND SECURITY.</p> <p>8. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED ACCESSORIES AND UTILITIES.</p> <p>9. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED SITEWORK AND CONSTRUCTION.</p> <p>10. SEE SEPARATE SHEETS FOR EXISTING AND PROPOSED SITEWORK AND CONSTRUCTION.</p>	<p>Senolia Village</p> <p>Senolia Grocery, LLC Wilheat Development, LLC</p>	<p>Site Plan</p> <p>DOULGERAKIS CONSULTING ENGINEERS, INC. 4300 Peachtree Dunwoody Road, Suite 100 Atlanta, Georgia 30341 Phone: 404.251.1111</p>
	<p>DATE: 01/15/11</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: SENOLIA VILLAGE</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>DATE: 01/15/11</p>	<p>Senolia Grocery, LLC Wilheat Development, LLC</p>

EXHIBIT "B"

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

