

STATE OF GEORGIA
COUNTY OF COBB

ZONING APPLICATION NO. Z-19 OF 1997
DATE OF ZONING HEARING 3-18-97

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DEVELOPMENT AGREEMENT

WHEREAS, the General Assembly of Georgia has enacted the Georgia Development Impact Fee Act on April 4, 1990; and

WHEREAS, the Georgia Development Impact Fee Act provides that after November 30, 1992, system development exactions shall be imposed by municipalities and counties only by way of development impact fees imposed pursuant to that Act; and


WHEREAS, the Board of Commissioners of Cobb County have not enacted Impact Fees regarding certain public facilities and, further, that its water supply production, treatment and distribution facilities and waste-water collection, treatment, and disposal facilities are not subject to the terms of the Act pursuant to O.C.G.A. &36-71-13 or, alternatively, subject to a preexisting Impact Fee Ordinance; and

WHEREAS, Cobb County does not guarantee that system infrastructure as defined by O.C.G.A. &36-71-1. et seq., is in place sufficient to accommodate the proposed project; and

WHEREAS, the Developer and Property Owner, his, her its or their successors, heirs, assigns desire to avoid the uncertainty of the possibility that impact fees may be adopted in the future which may alter the economic viability of the project and to clarify and ensure credits should such fees be adopted; and

WHEREAS, Cobb County, the Developer and Property Owner have voluntarily agreed to enter into this Development Agreement pursuant to O.C.G.A. &36-71-13 for the dedication of the system improvements as detailed below:

Deed Book 13335 Pg 6362
Filed and Recorded Mar-05-2001 02:19pm
2001-0032093



Joy C. Stephenson
Clerk of Superior Court Cobb Cty, Ga.





NOW THEREFORE, for in consideration of Ten and 00/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, Cobb County, Georgia, a body corporate and politic and the Developer and Property Owner Gipson East/West, LLC, its successors, heirs and assigns, the parties do hereby agree as follows:

1.

Developer and County agree that the Property Owner is not required to dedicate or donate any additional right-of-way to Cobb County for the system improvements located along the East-West Connector located on the northern boundary of the Developer's property as shown by the attached survey marked Exhibit "A". Developer agrees to donate and dedicate the system improvements, at no cost to Cobb County, as described in Exhibit "B", the costs of which are shown in Exhibit "C".

2.

Should Cobb County subsequently adopt a Development Impact Fee Ordinance which is applicable to the system improvements granted by the subject property developer, then Cobb County agrees to grant a credit against such future development impact fee. Any credit shall be in accordance with the amounts set forth in Exhibit "C". Any credit allowed hereunder which is in excess of any impact fee shall be eligible for transfer to other development as defined in the Development Impact Fee Ordinance, as adopted.

3.

By this agreement, the parties hereto acknowledge, understand and agree that the Developer and Owner shall remain responsible for completing at his, her, its or their

expense all project improvements pursuant to O.C.G.A. &38-71-1 et seq., and that such are not effected by this Agreement.

4.

This Agreement represents the entire understanding of the parties and any changes, additions or deletions shall be made in writing upon the mutual agreement of the parties.

So agreed to this 23 day of Feb, 2001.

Sworn to and subscribed before me this 23 day of Feb, 2001.

Andrew A. Richardson
Witness

David K. Huff
Notary Public

(NOTARY SEAL)



COBB COUNTY, GEORGIA

BY: William Byron

Title: Chairman, Board of Commissioners

(SEAL)

APPROVED
PERMINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/18/97

Attest:

Carole G. Meyers
Clerk, Cobb Co. Board of Commissioners

OWNER AND DEVELOPER

GIPSON EAST-WEST, LLC.

BY: [Signature]

Title: Mr.

(SEAL)

Sworn and subscribed before me this 9th day of Feb, 2001.

[Signature]
Witness

David Russ Harris
Notary Public

(NOTARY SEAL)



Notary Public, Fulton County, Georgia
My Commission Expires June 21, 2004



DEPARTMENT OF TRANSPORTATION

1890 County Farm Road
Marietta, Georgia 30060-4014
Phone: (770) 528-1600 Fax: (770) 528-1601

DEVELOPMENT AGREEMENT

ZONING CASE Z-19 OF 1997

COMMERCIAL DEVELOPMENT ON EAST/WEST PKY.

EXHIBIT A

A. No additional R/W required

Deed Book 13335 Pg 6365



DEPARTMENT OF TRANSPORTATION

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DEVELOPMENT AGREEMENT Z 19 of 1997 COMMERCIAL DEVELOPMENT ON EAST WEST PKY.

EXHIBIT B

- A. Developer to provide for 100% signal installation if allowed/warranted by CDOT.
 - 1. Developer will provide Cobb County with a signal Warrant study and traffic Signal design (Mast Arm Poles) to be forwarded to the Ga. DOT.
 - 2. Upon receipt of an approved signal permit from the Ga. DOT if applicable or CDOT, the developer will have the approved signal installed in accordance with Cobb County specifications, by an approved contractor, with final termination of wiring in controller cabinet performed by Cobb County personnel.
 - 3. Developer to provide Cobb County with \$8,000 for the cost of traffic signal controller and cabinet.
 - 4. Pedestrian Crosswalk system to be included.

Deed Book 13335 Pg 6366



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DEVELOPMENT AGREEMENT

ZONING CASE Z-19 OF 1997

COMMERCIAL DEVELOPMENT ON EAST WEST PKY.

EXHIBIT C

A. Cost of system improvements shall not exceed \$68,000

| | | |
|----|----------------------|-----------------|
| 1. | Engineering & Design | \$10,000 |
| 2. | Signal Installation | \$50,000 |
| 3. | Controller & Cabinet | <u>\$ 8,000</u> |
| | Total Cost | \$68,000 |

Deed Book 13335 Pg 6367
J.C. Stephenson
J.C. Stephenson
Clerk of Superior Court Cobb Cty., Ga.