

## ZONING AGREEMENT

This Zoning Agreement (the "Agreement") is entered into this \_\_\_\_ day of September, 2016, by and between Decatur Heights Neighborhood Association, Inc., a Georgia non-profit corporation (the "DHNA") and S. J. Collins Enterprises, LLC, a Georgia limited liability company ("S. J. Collins") (Association and S. J. Collins are sometimes collectively referred to as the "Parties").

### WITNESSETH

WHEREAS, S. J. Collins plans to develop ±13.83 acres of land located in Land Lot 49, 18<sup>th</sup> District of DeKalb County, Georgia (the "Property"). The entire ±13.83 acres of land is more fully described in the survey attached as Exhibit "A"; and

WHEREAS, S. J. Collins filed the following applications with DeKalb County, Georgia to allow for development of the Property:

1. Application to Rezone: Z-16-20863 ("Zoning Amendment");
2. Application to Amend Comprehensive Land Use: LUA-16-20864; and
3. Application for Special Land Use Permit: SLUP-16-20866 ("SLUP").

WHEREAS, the Zoning Amendment, SLUP, LUA are hereafter collectively referred to as the "Zoning Applications"; and

WHEREAS, DHNA is a duly incorporated neighborhood association representing its membership and various homeowners in the area immediately around the subject Property; and

WHEREAS, S. J. Collins and DHNA have held a number of meetings to discuss the development proposed for the Property, negotiate amendments to the Zoning Applications, negotiate zoning conditions and negotiate this Agreement; and

WHEREAS, S. J. Collins and DHNA wish to enter into this Agreement related to the development of the Property.

NOW, THEREFORE, for and in consideration of the agreement of S. J. Collins to amend the Zoning Applications as hereinafter provided and the promise of DHNA to support the approval of the Zoning Applications and in consideration of the mutual benefits flowing between the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, S. J. Collins and DHNA agree as follows:

1. Development on the Property shall be substantially similar to the Conceptual Site Plan dated September 27, 2016 attached hereto as Exhibit "B" (hereinafter the "Site Plan"), and in conformity with any conditions imposed by DeKalb County, Georgia.
2. S. J. Collins agrees to notify a designee of the DHNA of the filing for a Land Disturbance Permit.
3. During construction on the Property, S. J. Collins agrees that a 24-hour contact person shall be designated and DHNA provided with the contact's name, phone number and e-mail address. Further

S. J. Collins agrees to inform the General Contractor of the need to keep construction traffic off of residential streets.

4. S.J. Collins shall request permission from DeKalb County Department of Transportation to provide, at its own expense the following street/traffic enhancements:
  - a. Install a vertical street sign at the curb preceding the intersection of Church Street and Sycamore Drive that states “DO NOT BLOCK DRIVE”;
  - b. Install a thermoplastic pedestrian crossing path at the intersection of Church Street and Sycamore Drive;
  - c. Install a thermoplastic pedestrian crossing path on Sycamore Drive at existing Pedestrian Crossing sign near the Rufus Evans Drive and Sycamore Drive intersection;
  - d. Install a thermoplastic pedestrian crossing at the intersection of North Decatur Road and Church Street to include all four crossing points;
  - e. Upgrade the coordinated signal system timing for the Church Street signal system and newly interconnected signals.
5. SJ Collins shall make \$100,000 available through an escrow agreement or bond for DeKalb County to use for purposes of installing a traffic signal at Milscott Drive and Church Street. The obligation of SJ Collins to provide said funds shall expire 2 year from the date of this agreement and is contingent upon DeKalb County timely pursuing the installation of the traffic signal and any necessary property to so the same. In the event that DeKalb County does not install said traffic signal at Milscott Drive and Church Street within the two year period and the funding obligation has expired, provided SJ Collins is the property owner at the time, it shall request permission from DeKalb County Department of Transportation to install a pedestrian hybrid beacon and crossing across Church Street. At the option of SJ Collins said obligation of this paragraph may transfer to a subsequent owner and/or assign.
6. A minimum of 10% of the units in the multi-family residential building shall be designated as “Workforce Housing” units available to renters within 80% of Area Median Income level.
7. SJ Collins shall work with MARTA staff to explore the potential for a MARTA stop with a shelter located at the development.
8. DHNA shall (1) issue a press statement as attached as Exhibit C; (2) execute a letter of support for the Zoning Amendment, SLUP and LUA as attached as Exhibit D, and (3) send at least one representative to the September 27, 2016 DeKalb County Board of Commissioners hearing to speak in support of the Zoning Amendment, SLUP and LUA. If the case is deferred, DHNA shall send a representative to any future Board of Commissioners hearing regarding the Zoning Amendment, SLUP and LUA to speak in support.
9. The Parties agree that this Agreement shall be void if: (A) DHNA fails to satisfy the requirements of Paragraph 8 above; (B) the Zoning Amendment, SLUP or LUA is withdrawn by S.J. Collins or denied by the DeKalb County Board of Commissioners; (C) any Board member or officer of DHNA speaks in opposition to any of the Zoning Applications; (D) DHNA, any board member or officer of DHNA files an appeal or a lawsuit seeking to void or overturn any of the Zoning Applications or

intervenes in an appeal or suit commenced by a third-party seeking to void or overturn any of the Zoning Applications, which suit is successful in overturning or voiding any of the Zoning Applications; (E) a lawsuit is initiated by a third party which results in the voiding or overturning of any of the Zoning Applications; or (F) S. J. Collins does not close on the purchase of at least a portion of the Property.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.
11. Requirements that are not contained herein shall not be binding upon the Parties. Each signatory hereto is authorized to execute this Agreement.
12. This Agreement represents the entire agreement between the Parties hereto pertaining to the subject matter hereof and shall be controlled in all respects by the laws of the State of Georgia. No modification of this Agreement shall have any force or effect except where agreed to in writing, signed by all Parties hereto.
13. Should any part of this Agreement be declared invalid or void by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion or portions hereof, and such remaining portion or portions shall be deemed to be in full force and effect.
14. The preambles of this Agreement are incorporated into this Agreement and made a part hereof as if fully restated herein in their entirety. All exhibits attached hereto are incorporated herein by this reference. A waiver by any of the parties hereto of any breach hereof shall not operate or be construed as a waiver of any subsequent breach by any party.

This \_\_\_ day of September, 2016

**S.J. Collins Enterprises, LLC**

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

**Decatur Heights Neighborhood Association,  
Inc.**

**Decatur Heights Neighborhood Association,  
Inc.**

\_\_\_\_\_  
By: Deanne Thomas, Its President

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By: Michael Hagan, Its Vice-President