



**Action Requested/Required:**

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: \_\_\_\_\_
- Hearing Date: \_\_\_\_\_
- Voting Date: \_\_\_\_\_

**Department:** Administration **Presenter(s) & Title:** Nathan Ingram  
Assistant City Manager

**Agenda Item Title:**

Discussion of Request by Northside Hospital Cherokee for City Contributions to the Construction of a New Traffic Signal at the Hospital

**Summary:**

Northside Hospital Cherokee (NHC) is planning to construct a second entrance to the hospital campus along Northside Cherokee Boulevard south of the current entrance. NHC anticipates the cost to signalize the intersection to be \$600,000 or less and is requesting the City contribute one-third of the cost (not to exceed \$200,000) upon completion of the work. Cherokee County Board of Commissioners have already committed one-third of the cost (not to exceed \$200,000) upon completion of the work. NHC anticipates paying the remaining one-third to be reimbursed as roadway impact fee credits per a development agreement from June 7, 2012.

**Budget Implications:**

Budgeted?  Yes  No  N/A  
Total Cost of Project: \$ 200,000.00 Check if Estimated   
Fund Source: General Fund  Water & Sewer  Sales Tax  Other: \_\_\_\_\_

**Staff Recommendations:**

Discussion only

**Reviews:**

Has this been reviewed by Management and Legal Counsel, if required?  Yes  No

**Attachments:**

Letter of Request, Updated Master Plan, Second Entrance Design, 2008 Development Agreement, 2008 Deed Book Page Recorded, 2012 Amendment to Development Agreement, 2012 Phase II Recorded Development Agreement, Economic Impact Spreadsheet

# NORTHSIDE HOSPITAL

CHEROKEE

June 13, 2024

Billy Peppers  
City Manager  
City of Canton  
110 Academy Street  
Canton, Georgia 30114

Dear Billy:

Thank you for meeting with Don Hausfeld on May 10<sup>th</sup> and again on May 31<sup>st</sup> with the Mayor to discuss the City's proposed 1/3<sup>rd</sup> funding of the intersection improvement to Northside Cherokee Boulevard (f/k/a Commerce Boulevard) required for the safe operation of Northside Hospital Cherokee and for the benefit of the citizens of the City of Canton. This intersection improvement is consistent with Northside's master plan for this area (please see attached). Your 1/3<sup>rd</sup> funding would be part of a partnership with the County and Northside that was originally memorialized in our first Development Agreement in 2008. Please see supporting documentation listed below as attachments. As I previously presented to you, this funding partnership was required by GDOT to show unified community support for the construction of Northside Cherokee Boulevard. It is also important to note that if the second entrance that we are proposing now was anticipated when Northside Cherokee Boulevard was initially built it would have been part of the original construction cost and thereby funded and reimbursed as stated in the existing Development Agreements.

As to our current request with respect to a secondary entrance to the hospital campus and improvement to the City's infrastructure, the County has already approved the funding of their 1/3<sup>rd</sup> share of the improvements and Northside would initially provide 1/3<sup>rd</sup> of the funding (which would be reimbursed via a revision to the Development Agreement dated June 7, 2012 and thereby affording Northside the ability to receive reimbursement thru roadway impact fee credits). The total cost of the construction has not yet been put out to bid in detail but should be \$600,000 or less. The County in their agreement with Northside has simply requested that Northside complete the work and submit an invoice for reimbursement not to exceed \$200,000. Northside would respectfully request that the City of Canton provide the same flexibility in their approval to fund their 1/3<sup>rd</sup> of the cost.

Attached you will find the design of the intersection that will include a traffic light. I have also included for your easy reference a spreadsheet detailing the total amount that Northside has funded and the amount that has been reimbursed to date with respect to the existing Development Agreements. Also provided for your review is the overall master plan displaying the intended design of the Northside campus as well as a spreadsheet

# NORTHSIDE HOSPITAL

CHEROKEE

detailing the estimated number of buildings, additional employees, and additional fees that the City will receive as a result of the anticipated future growth that will be facilitated by these intersection improvements, as provided by Nathan Ingram. As you can see the economic impact to the City with Northside's continued financial commitment to provide the best healthcare to Cherokee County is very significant. We appreciate the continued partnership with the City that is vital in assisting Northside to play a part in making the City of Canton and Cherokee County the best place to live and work in the Atlanta region.

I am hopeful that the information provided will allow the City in its July 11<sup>th</sup> City Council meeting to make an easy decision to continue our partnership.

Sincerely,



Billy Hayes, CEO

Attachments: 5

- Development Agreements
  - Development Agreement Commerce Boulevard-now called Northside Cherokee Boulevard-Phase One
    - Dated November 20, 2008, recorded in DB 10470, PG471
  - First Amendment to Development Agreement Commerce Boulevard- now called Northside Cherokee Boulevard
    - Dated April 3, 2012, recorded in DB117982 PG70
  - Development Agreement Commerce Boulevard-Phase Two-now called Northside Cherokee Boulevard
    - Dated June 7, 2012, and recorded on June 27, 2012, DB11883 PG200
- Funding Spreadsheet
  - Northside Cherokee Boulevard (f/k/a Commerce Boulevard) Roadway Impact Fee Funds Received
- Economic Impact
  - Future Construction Economic Impact Spreadsheet

cc: Bill Grant, Mayor, City of Canton





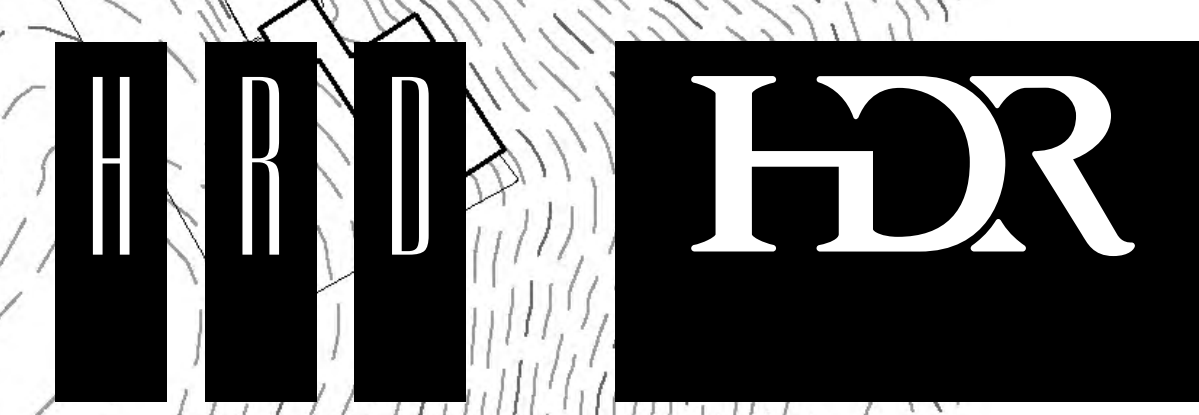
**NH**  
**NORTHSIDE HOSPITAL**  
**CHEROKEE**

**Site Plan**

October 19, 2011

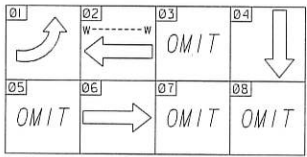


North ↑

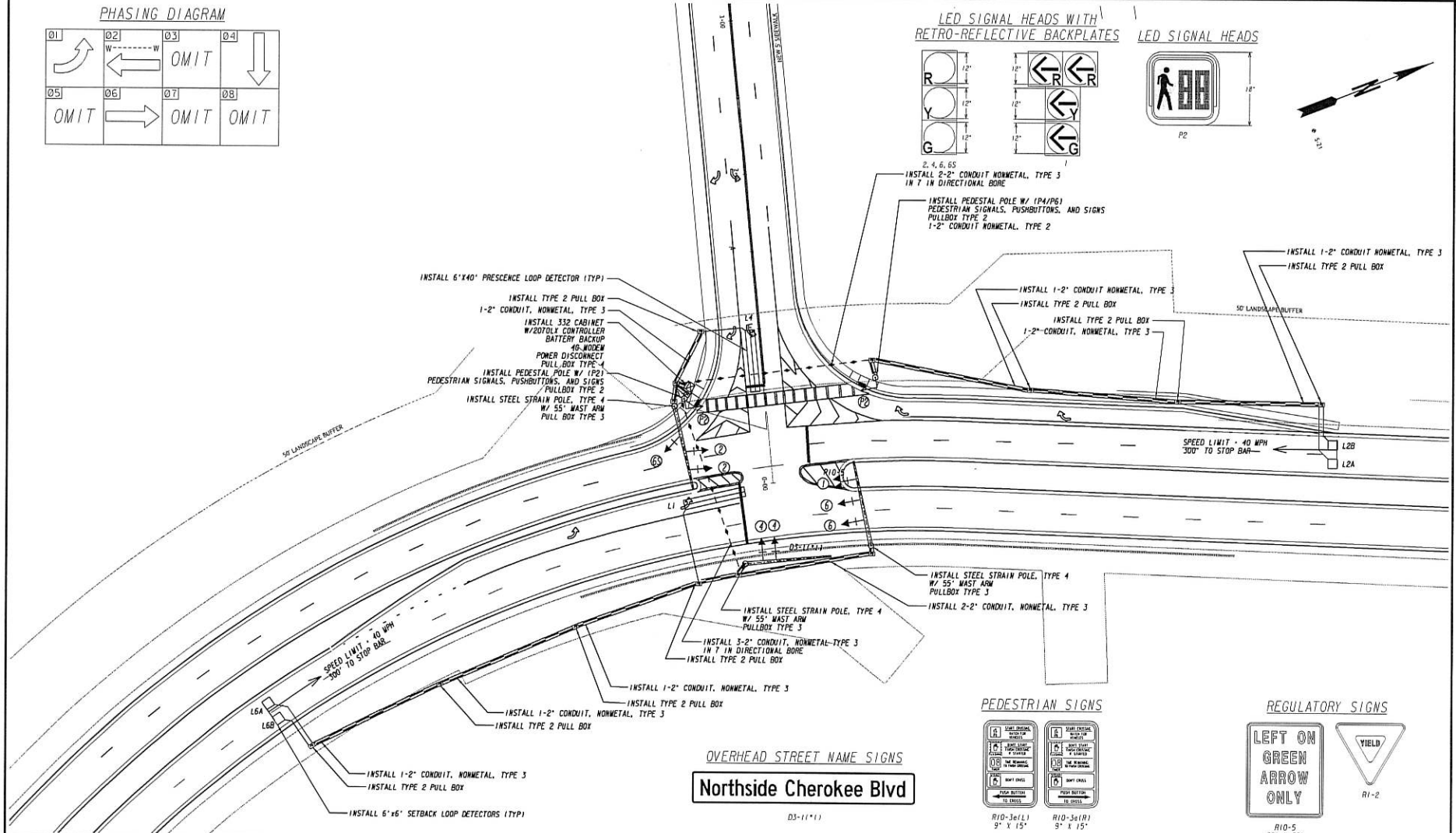
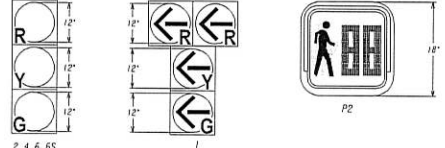




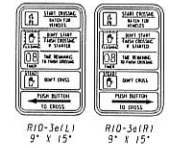
**PHASING DIAGRAM**



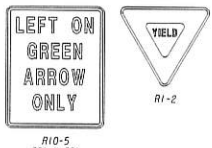
**LED SIGNAL HEADS WITH RETRO-REFLECTIVE BACKPLATES**      **LED SIGNAL HEADS**



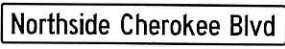
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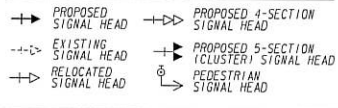
**REGULATORY SIGNS**



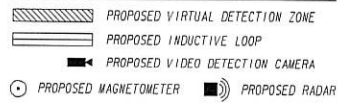
**OVERHEAD STREET NAME SIGNS**



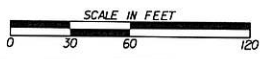
**SIGNAL LEGEND**



**DETECTION LEGEND**



**ATLAS**  
2450 Commerce Avenue  
Suite 100  
Duluth, Georgia 30096  
770.263.5945



**REVISION DATES**

No.	Date	Description

**SIGNAL PLANS**

**NORTHSIDE CHEROKEE BLVD AT HOSPITAL**

CHECKED:	DATE:	DRAWING No. <b>27-0002</b>
BACKCHECKED:	DATE:	
CORRECTED:	DATE:	
VERIFY:	DATE:	



**DEVELOPMENT AGREEMENT**  
**(Commerce Boulevard)**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2008 (the “**Acceptance Date**”), by and between **NORTHSIDE HOSPITAL – CHEROKEE, INC.**, a Georgia non-profit corporation (“**Northside**”), **KEYSTONE PROPERTIES OF CHEROKEE COUNTY, LLC**, a Georgia limited liability company and **CP INVESTMENT PARTNERS, LLC**, a Georgia limited liability company (collectively “**Landon**”) and **THE CITY OF CANTON, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (the “**City**”). Northside, Landon, and the City shall sometimes be referred to herein collectively as the “**Parties**” and each of them, a “**Party**.”

**WITNESSETH:**

WHEREAS, the City has requested that Northside and Landon (collectively, “**Northside/Landon**”) privately construct a portion of a public road, known as Commerce Boulevard, to serve the parties’ and public’s needs (“**Commerce Boulevard**”) within the development known as Canton Place located southeast and adjacent to Interstate Highway I-575 between State Road 20/Cumming Highway and State Route 140 (“**Canton Place**”); which portion of Commerce Boulevard for which Northside/Landon shall be responsible is more particularly depicted on **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Northside and Landon wish to privately construct such portion of Commerce Boulevard subject to certain funding requirements and the City’s formal acceptance of Commerce Boulevard as a public road, all as more particularly described in this Agreement;

WHEREAS, Northside is the owner of all those tracts or parcels of land located within Canton Place as more particularly depicted in **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the “**Northside Property**”);

WHEREAS, Landon is the owner of all that tract or parcel of land located within Canton Place as more particularly depicted in **Exhibit C** attached hereto and incorporated herein by this reference (the “**Landon Property**”);

WHEREAS, Canton Marketplace, LLC, a Georgia limited liability company (“**CMP**”) is the owner of all that tract or parcel of land located within Canton Place as more particularly depicted in **Exhibit D** attached hereto and incorporated herein by this reference (the “**CMP Property**”);

WHEREAS, William G. Hasty and Garry Haygood, individual residents of the State of Georgia (collectively, “**Hasty/Haygood**”) are the co-owners of an approximate one (1)-acre parcel of land located within Canton Place and on Commerce Boulevard as more particularly depicted in **Exhibit E** attached hereto and incorporated herein by this reference (the “**Hasty/Haygood Property**”);

WHEREAS, Northside, Landon, CMP, and Hasty/Haygood each conveyed to the City, pursuant to Quitclaim Deeds recorded or to be recorded in the deed records of Cherokee County,



Georgia (the “**ROW Deeds**”), certain property, including portions along the Northside Property, the Landon Property, the CMP Property and the Hasty/Haygood Property (collectively, the “**ROW Property**”), as depicted in **Exhibit F** attached hereto and incorporated herein by this reference, for the purpose of a publicly dedicated right-of-way, which will be used for the City’s construction thereon of Commerce Boulevard;

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual agreements herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are all hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## **ARTICLE I** **ACKNOWLEDGEMENTS**

1.01 The Parties acknowledge and agree that Northside/Landon will undertake the construction of Commerce Boulevard so as to construct that portion of Commerce Boulevard identified on **Exhibit A** attached hereto and incorporated herein by this reference, all in accordance with the terms and conditions of this Agreement.

1.02 The Parties acknowledge and agree that the costs of such construction of Commerce Boulevard will be funded as set forth in this Agreement, including without limitation, Article IV hereof.

1.03 The Parties acknowledge and agree that in exchange for Northside/Landon agreement to construct Commerce Boulevard, the City has agreed to certain agreements and accommodations for the benefit of Northside, Landon and Northside/Landon, all as set forth in this Agreement.

1.04 The Parties acknowledge and agree that notwithstanding the agreement of Northside/Landon to construct the portion of Commerce Boulevard depicted on **Exhibit A** attached hereto, CMP is currently constructing a portion of Commerce Boulevard, which portion is more particularly depicted on **Exhibit G** attached hereto and incorporated herein by this reference, and that CMP’s obligations in that regard are set forth in the certain Development Agreement between CMP and the City (“the “**CMP Development Agreement**”), recorded August 22, 2007, in Deed Book 9798, page 349, in the office of the Clerk of the Superior Court of Cherokee County, Georgia (“**Cherokee County Records**”). Specifically, pursuant to and as provided in the CMP Development Agreement, CMP is obligated to pave that portion of Commerce Boulevard from State Route 20 (Station 0 + 00) to Station Number 26 + 00, and CMP is entitled to receive reimbursement for the approved costs of such paving work from impact fees collected by the City with respect to Canton Place. The Parties agree that should Northside/Landon and CMP agree separately that Northside/Landon shall instead undertake such paving work, which agreement shall be subject to the City’s prior consent, Northside/Landon’s obligations with respect to such paving work shall be deemed Phase II Work (as hereinafter defined) under this Agreement.



## **ARTICLE II** **THE WORK**

2.01 Northside/Landon shall construct, or cause the construction of, the portion of Commerce Boulevard depicted on **Exhibit A** attached hereto in accordance with the terms and conditions of this Agreement. All of Northside/Landon's obligations in connection therewith as described in this Agreement shall be defined herein as the "**Work**." Northside/Landon shall construct and complete the Work at its sole cost and expense subject to GDOT contributions of funds as set forth in Article IV hereof, and subject to reimbursement for the Work from impact fees and Cherokee County SPLOST funds as set forth in Article IV hereof.

2.02 In undertaking the Work, Northside/Landon shall engage licensed engineers and contractors who are experienced and qualified in the development and construction of projects similar to the Work. Northside/Landon shall engage a contractor (the "**General Contractor**") to construct the portion of Commerce Boulevard depicted on **Exhibit A** attached hereto on the ROW Property, to serve as a public road for the benefit of the parties and the general public. The selection of the General Contractor will not be subject to the prior approval or consent of the City, such selection to be in Northside/Landon's sole discretion. Northside/Landon shall construct, or cause to be constructed, the Work in accordance with the specifications more particularly identified in the construction contract with the General Contractor (the "**Construction Contract**") which specifications are incorporated herein by this reference (the "**Specifications**") and which Specifications shall comply with all applicable laws, rules, regulations and ordinances and which shall be sufficient to meet the current and future needs of the Parties and the general public. The Construction Contract shall provide that it shall be assignable to the City in the event of any default hereunder by Northside/Landon.

2.03 From and during the construction of the Work, and for a period of one (1) year after the completion of the Work and until the City accepts Commerce Boulevard as a public road, Northside/Landon shall, at its sole cost and expense, maintain and repair, and replace as necessary, the portion of Commerce Boulevard depicted on **Exhibit A** attached hereto in accordance with all applicable City standards, rules and regulations and as more particularly described in Section 3.01(k) hereof.

2.04 The Parties acknowledge and agree that the engineering plans for the Work prepared by Ross Consulting Engineers, P.C., entitled the Clearing, Grubbing, Grading & Drainage Plans for Commerce Boulevard, Phase 1A, Stage 2 (Sta. 14+00 to Sta. 22+00), dated April 29, 2008, and the Construction Plans for Commerce Boulevard, Phase 1A, Stage 3 (Sta. 14+00 to Sta. 26+50), dated September 16, 2008 (collectively, the "**Engineering Plans**") are complete, final, permitted and approved by the City, Northside, Landon and GDOT. The Parties acknowledge and agree that the Engineering Plans may be subject to modification to achieve a more efficient construction design, and the City hereby agrees that Northside/Landon may make modifications to the Engineering Plans in that regard as long as the modifications meet or exceed the City of Canton development regulations.

2.05 The Parties acknowledge and agree that Northside/Landon have procured, with respect to



the Work, all necessary permits, licenses, variances, approvals, land use approvals, and permits from any and all State, County, federal and other applicable governmental authorities, including without limitation, GDOT and the Georgia Environmental Protection Division (the “**Approvals**”). During the course of construction and performance of the Work, each Party shall promptly submit to any or all other Parties any documentation, notices or information received with regard to the Work that would be reasonably relevant to such Party, including at the request by any Party of another Party.

2.06 Northside/Landon shall commence the Work as soon as practicable after the execution of this Agreement and the Construction Commencement Date. The “**Construction Commencement Date**” is defined in Section 4.01 hereof. Northside/Landon shall continue the Work diligently to completion, without interruption or delay, subject to force majeure. All Work shall be carried on under good construction practices and in a good and workmanlike manner in accordance with sound professional standards, in accordance with the Engineering Plans and in a manner which reasonably minimizes disturbance on the ROW Property, Northside Property, Landon Property, Hasty/Haygood Property and CMP Property and in compliance with all applicable laws, rules, regulations and ordinances. Any damage to the ROW Property, Northside Property, Landon Property, Hasty/Haygood Property and CMP Property occasioned by the Work shall be repaired and restored expeditiously and with due diligence by and at the sole cost and expense of Northside/Landon. Northside/Landon shall promptly pay for all Work, including any repair work for such damage to the ROW Property, Northside Property, Landon Property, Hasty/Haygood Property and CMP Property, (unless a bona fide dispute exists concerning payment) and cause to be discharged promptly by payment or bond any lien affecting the ROW Property, Northside Property, Landon Property, Hasty/Haygood Property and CMP Property arising from or related to the Work.

2.07 The City will grant to Northside/Landon, pursuant to separate easement instruments, construction and access easements over, across and through the ROW Property (the “**City Easements**”). Northside/Landon will undertake diligent efforts to obtain similar construction and access easements from CMP and Hasty/Haygood over, across and through the portions of such parties’ respective properties that are adjacent to the ROW Property (the “**Property Owner Easements**”). All such easements shall be for the benefit of Northside/Landon and their respective agents, employees, representatives and contractors, for the purpose of accessing the applicable properties for the grading, installation, construction and maintenance of Commerce Boulevard, and such easements shall be recorded in the Cherokee County Records.

2.08 Funding For the Work, including sources of funding and reimbursement for funding, is treated in, and shall be governed by, Article IV of this Agreement.

### **ARTICLE III**

#### **CONSTRUCTION SUPERVISION AND DUTIES OF NORTHSIDE/LANDON**

3.01 Basic Services. Northside/Landon hereby agrees to direct, supervise and coordinate the development of the Work and to use Northside/Landon’s reasonable professional efforts to perform, or cause to be performed, for and on behalf of the City, the following:



(a) Northside/Landon shall direct, supervise and coordinate the overall construction, administration and completion of the Work, including coordinating the Work with any sanitary sewer work undertaken by CMP and with the CMP paving work required by the CMP Development Agreement. Northside/Landon shall engage Collins Project Management (“**Collins**”) to be Northside/Landon’s representative and project manager on-site to supervise the Work;

(b) Northside/Landon shall comply with all applicable Approvals in connection with the development of the Work;

(c) Northside/Landon shall prepare a total Work budget including construction costs and other costs associated with the development of the Work for review and approval by the City (which approval shall not be unreasonably withheld, conditioned or delayed) prior to commencing the Work (the “**Budget**”). Northside/Landon will deliver the Budget to the City for review, and the City shall provide written notice to Northside/Landon within five (5) business days of its approval or required changes to the Budget. In the event that the City fails to provide such notice to Northside/Landon within the foregoing 5-day period, the Budget will be deemed approved by the City;

(d) Northside/Landon shall enter into a Construction Contract as described in Section 2.02 hereof;

(e) After approval by Northside/Landon of the Construction Contract, Northside/Landon shall negotiate all other contracts, subcontracts and other agreements for supplies, materials, furnishings, services and other items deemed necessary or appropriate by Northside/Landon for the proper development, construction and initial operation of the Work; provided, however, that all such contracts, documents and agreements which involve expenditures over and above Budgeted amounts shall be subject to the prior written approval of the City (which approval shall not be unreasonably withheld, conditioned or delayed). Northside/Landon will deliver any such contracts, subcontracts and other agreements to the City for review and approval, and the City shall provide written notice to Northside/Landon within five (5) business days of its approval or required changes to the same. In the event that the City fails to provide such notice to Northside/Landon within the foregoing 5-day period, such contracts, subcontracts and other agreements will be deemed approved by the City. All such contracts, subcontracts and other agreements shall be entered into by Northside/Landon for its account, it being understood and agreed that Northside/Landon shall not have the authority to execute any such contracts, subcontracts and other agreements on behalf of the City;

(f) Northside/Landon shall hold weekly construction meetings with respect to the Work and shall notify the City of the time and location of the meetings in advance, and the City shall have the right to have a representative present at such meetings. Northside/Landon shall otherwise report to the City on the Work and Budget as shall be needed for the orderly and periodic review of the status of the Work and to facilitate the planning and orderly progression of the Work;

(g) Northside/Landon shall assist in the preparation of, and review and make recommendations with respect to, all draw requests for monthly and final payments to



contractors and subcontractors in connection with the development and construction of the Work;

(h) Northside/Landon shall submit to the City in writing all requests for change orders involving contract adjustments in excess of \$25,000.00 under the Construction Contract or any of the other construction contracts pertaining to the Work. No such modifications shall be made without the prior written consent of the City (not to be unreasonably withheld, conditioned or delayed). Northside/Landon will deliver written notice of any such change orders to the City approval, and the City shall provide written notice to Northside/Landon within five (5) business days of its approval or disapproval of the same. In the event that the City fails to provide such notice to Northside/Landon within the foregoing 5-day period, such change orders will be deemed approved by the City;

(i) The City reserves the right to assess the progress and quality of construction of the Work and any problems arising in connection therewith, and Northside/Landon hereby grants to the City a right of access in connection with any such inspection;

(j) Northside/Landon shall do and perform any and all other things in, on or about the Work pertaining to the development thereof which are necessary to the completion of the Work in accordance with the Engineering Plans;

(k) Northside/Landon will have achieved "Completion" of the Work at such time as the project engineer certifies in writing to the City, Northside and Landon that the portion of Commerce Boulevard depicted on Exhibit A hereto, or any other work undertaken by Northside/Landon pursuant to this Agreement, has been substantially completed in accordance with the Engineering Plans, subject to any Punch List items. Northside/Landon shall promptly complete all Punch List items. Northside/Landon shall, at its sole cost and expense, maintain and repair, and replace as necessary, the Work for a period of one (1) year from and after Completion. Upon the expiration of this one (1) year period, the City will inspect the Work a final time to ensure the Work has been completed in accordance with the Engineering Plans. Upon the City's approval of the Work as a result of such inspection, the City shall promptly and formally accept Commerce Boulevard as a public road, in accordance with all applicable City standards, rules and regulations, and at such time and from that date forward, the City shall, at its sole cost and expense, maintain and repair, and replace as necessary, Commerce Boulevard;

(l) The City, Northside and Landon anticipate that Commerce Boulevard will be completed no later than the date that is nine (9) months after the Acceptance Date (the "**Target Date**"), and Northside/Landon shall undertake all reasonable efforts in that regard. Northside/Landon further agrees that notwithstanding the Target Date, the final completion of the Work will occur no later than twelve (12) months after the Acceptance Date (the "**Final Completion Date**");

(m) It is the desire and intent of the City and Northside/Landon, as evidenced by the terms and provisions of this Agreement, that Northside/Landon shall take only such actions as may be necessary or appropriate in connection with the performance of Northside/Landon's duties under this Agreement and expressly authorized under the terms and provisions of this Agreement. However, in the event there are occurrences, from time to time, which require



immediate action by Northside/Landon and, in the reasonable opinion of Northside/Landon, it would be imprudent or detrimental to the Work to delay such action until approval by the City or GDOT can be obtained, then, notwithstanding anything in this Agreement to the contrary, Northside/Landon shall be, and is hereby, authorized for and on behalf of the City and GDOT to take such action as may be reasonably necessary under the circumstances; it being specifically understood and agreed, however, that the authority granted to Northside/Landon in this paragraph shall apply only to occurrences in the nature of emergencies. Northside/Landon will provide the City and GDOT phone, fax or e-mail notice as soon as possible and a written report of this action within five (5) days of this occurrence. For the purposes of this paragraph, an "emergency" shall mean any event or circumstance which poses an imminent and substantial threat to life or property.

#### **ARTICLE IV**

#### **FUNDING OF CONSTRUCTION**

4.01 **Phase I Work and Phase I GDOT Contract.** The Parties acknowledge and agree that the City had previously entered into a contract with GDOT for the grading for the portion of Commerce Boulevard from Station 0+00 to 22+00 ("**Phase I GDOT Contract**"), and that the City had previously received a proposal from NJ Wilbanks for such grading work. The Parties agree that the City shall promptly request a modification of the existing GDOT contract to allow NJ Wilbanks to perform the grading of Commerce Boulevard from Station 0+00 to 26+00 (as amended, the "**Phase I Work**"). The City shall provide Northside/Landon with a copy of such Phase I GDOT Contract, as modified. In addition, the City will promptly enter into a construction contract with NJ Wilbanks to perform the Phase I Work and will provide a copy of such contract to Northside/Landon.

The City acknowledges and agrees that NJ Wilbanks and Northside/Landon may contract for the excavated soil associated with the Phase I Work to be removed from the site and disposed of offsite, or for the excavated soil to be removed from the site and utilized by Northside and Landon in connection with the development of the Northside Property and Landon Property, and that the City will neither be billed or compensated for same.

4.02 **Phase II Work.** The City represents and warrants to Northside/Landon that Northside/Landon can privately perform the Phase II Work (hereinafter defined) subject to the terms of this Agreement and that the Phase II Work may be funded in either of two ways, both of which are set forth below and agreed to by the Parties. The "**Phase II Work**" shall mean all Work less the Phase I Work.

(a) **Availability of Phase II GDOT Funds.** The Parties acknowledge that GDOT funds previously allocated to the Phase II Work in the amount of \$1,300,000.00 (the "**Phase II GDOT Funds**") are temporarily unavailable for the Phase II Work. In the event GDOT Phase II Funds become available, provided such funds are available in a timeframe that is suitable for Northside/Landon to apply such funds to the Phase II Work, the City shall immediately notify Northside/Landon in writing and shall promptly, on terms and conditions acceptable to Northside/Landon, enter into a contract with GDOT describing the amount and use of the GDOT Phase II Funds ("**Phase II GDOT Contract**"). In such event, the Phase II GDOT Contract shall



provide that the Phase II GDOT Funds shall be for the sole purpose of funding the Phase II Work and will be used to reimburse Northside/Landon for its costs to construct the Phase II Work (less the Non-Reimbursable Phase II Work, as hereinafter defined) and will not be designated or allocated for any other purpose. Upon Phase II GDOT Funds becoming available for construction of the Phase II Work as provided in this subparagraph, the following funding guidelines will pertain:

(i) Authorized Costs. Northside/Landon shall be authorized to incur only those costs and expenses which constitute “**Authorized Costs**”. The term “Authorized Costs” shall mean all costs and expenses incurred or to be incurred pursuant to the Construction Contract and as reflected on the Budget. Without limitation of the foregoing, it is understood and agreed that only direct costs and expenses to be incurred in connection with the development of the Work shall be included in “Authorized Costs” and that no costs and expenses in the nature of “overhead” or “administrative” costs and expenses of Northside/Landon shall be included in “Authorized Costs.”

(ii) Draw Requests for GDOT Funds. Northside/Landon shall submit to the City draw requests and all supporting documentation for GDOT expense reimbursement payment for the Work performed from the Phase II GDOT Funds (“**Expense Reimbursement Applications**”). Upon the City’s receipt of any Expense Reimbursement Application, the City will promptly, but in no event more than five (5) business days after receipt thereof, forward the Expense Reimbursement Application to GDOT for reimbursement payment, and shall keep a copy of such Expense Reimbursement Application for the City’s records. The City and GDOT shall each have the right to inspect the Work that is the subject of the Expense Reimbursement Application, and shall have a right of access in that regard upon twenty-four (24) hours’ prior written notice to Northside/Landon and Collins. Northside/Landon reserves the right to have a representative present at any City or GDOT inspection of the Work. Upon satisfactory inspection of the applicable Work, and approval of the Expense Reimbursement Application, payment from the Phase II GDOT Funds in the amount requested shall be made to Northside/Landon on the following terms and conditions:

(1) All draw requests shall first be funded from the Phase II GDOT Funds, up to the amount of \$1,300,000.00. All payments of GDOT Funds shall be made payable to the City, and the City in turn, but in no event more than ten (10) business days after receipt of the GDOT Funds, shall remit payment to Northside Hospital-Cherokee, Inc., as agent for both Northside and Landon, and Northside will then promptly remit to Landon its prorata share of the payment;

(2) All draw requests shall be submitted to the City no more than two (2) times per calendar month in a form which sets forth a detailed breakdown of the funds requested, and all appropriate approvals, including authorization by project engineers;

(3) The City and GDOT shall use commercially reasonable efforts to approve and reimburse each draw request within thirty (30) days after the date of each request for disbursement.

(iii) Northside/Landon Deposits and Construction Account. After the Phase II



GDOT Funds have been exhausted for payments for applicable Work, Northside/Landon will fund the remaining cost of any Work in accordance with this subparagraph. Northside/Landon shall establish an interest bearing account (hereinafter referred to as the “**Construction Account**”) to be held at Wachovia Bank, N.A., or its successor, unless another financial institution is designated by the parties in writing, on which Northside and Landon each shall be an authorized signatory. On or before the Construction Commencement Date, Northside shall deposit into the Construction Account the sum of \$1,117,020.80 and Landon shall deposit the sum of \$279,255.20, which amounts will be subject to adjustment when Northside/Landon award the Construction Contract (the “**Deposits**”), and Northside and Landon will execute and deliver an escrow account agreement at such financial institution with respect thereto. If the cost of the Work exceeds the Phase II GDOT Funds, Northside/Landon shall authorize in writing disbursements and payments from the Construction Account in payment for the Work in such amounts and at such times as are necessary to timely pay the Authorized Costs. The Parties agree that the Deposits within the Construction Account may be used only for Authorized Costs for the Work. All sums in the Construction Account shall be disbursed by Northside/Landon in accordance with this Article IV only. Any interest earned on the Deposits shall be made available for disbursement. In the event that upon Completion of the Work there are excess funds in the Construction Account, such funds shall be disbursed to Northside and Landon pro rata according to the following percentages: Northside 80% and Landon 20%.

(1) Any funding for Work by Northside/Landon, less Non-Reimbursable Phase II Work, shall be reimbursed to Northside/Landon either through impact fees assessed by the City, or Cherokee County SPLOST funds as may become available to the City under that certain Intergovernmental Sales Tax Agreement dated as of August 30, 2004, by and among the County and the Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska and Woodstock (the “**Cherokee SPLOST Funds**”). With respect to reimbursement from impact fees, Northside/Landon will receive reimbursement first in the form of impact fee credits, meaning reimbursement in the form a credit against the amount of impact fees that Northside/Landon otherwise are obligated to pay with respect to the development of their properties within Canton. Then, to the extent that the amount of construction costs for the Work for which Northside/Landon is responsible (in excess of GDOT Funds and Non-Reimbursable Expenses) exceeds the amount of the Northside/Landon impact fee credits, Northside/Landon will receive reimbursement for such costs from impact fees otherwise assessed by the City. The Parties agree to enter into all appropriate reimbursement documentation to further evidence and to provide for such reimbursement.

(2) Northside/Landon shall submit to the City all expense reimbursement applications necessary to enable Northside/Landon to obtain reimbursement from the City from impact fees generated within Canton Place or from Cherokee County SPLOST funds, whichever are first available at the time of request. Upon receipt of the expense reimbursement application, the City shall have the right to inspect the Work performed upon reasonable prior notice to Northside/Landon and Collins. Northside/Landon reserves the right to have a representative present at any City or GDOT inspection of the Work;

(3) For purposes of this Agreement, “Non-Reimbursable Phase II Work” shall mean any portion of the Phase II Work involving traffic signals, signalization in the pavement, street lighting, water lines and sanitary sewer lines in Commerce Boulevard paid for



by Northside/Landon. “Non-Reimbursable Phase II Work shall not be reimbursed to Northside/Landon from the Commerce Boulevard impact fees assessed by the City or Cherokee County SPLOST funds (“**Non-Reimbursable Phase II Work**”).

(b) **Unavailability of Phase II GDOT Funds.** If the Phase II GDOT Funds are not made available within a period of time and on terms and conditions acceptable to Northside/Landon, then Northside/Landon shall have the right to notify the City in writing of Northside/Landon’s intention to fund the costs and expenses of the Work to which the Phase II GDOT Funds would otherwise have applied. Such funding shall be subject to the following terms and conditions:

(i) **Authorized Costs.** Northside/Landon shall be authorized to incur only Authorized Costs, as such term is defined in Section 4.02(a)(i).

(ii) **Northside/Landon Construction Account.** Northside/Landon shall establish the Construction Account as provided in Section 4.02(a)(iii), but Northside/Landon shall deposit into the Construction Account such additional amounts as are necessary to fund the Work in the absence of any Phase II GDOT Funds. Northside/Landon currently estimate the amount of those additional deposits, together with the original Deposits payable under Section 4.02(a)(iii), as \$2,696,276.00 in the aggregate [which will be subject to adjustment when the Construction Contract is awarded], of which Northside shall be responsible for \$2,157,020.80 and Landon shall be responsible for \$539,255.20.

(iii) **Funding from Construction Account and Reimbursement.** Northside/Landon will fund the cost of any Work in accordance with Section 4.02(a)(iii) and its subparagraphs, and Northside/Landon will be reimbursed for such Work in accordance with Section 4.02(a)(iii) and its subparagraphs.

## **ARTICLE V**

### **COMMERCE BOULEVARD BRIDGE**

5.01 **Commerce Boulevard Bridge.** The Parties acknowledge and agree that the proposed current alignment of Commerce Boulevard intersects Canton Creek in the location shown on **Exhibit H** attached hereto and made a part hereof, and that the City shall engage engineers and contractors to design and construct a bridge to span Canton Creek (the “**Bridge**”). Northside/Landon shall be responsible for paying for the design work for the Bridge, of which approximately fifty percent (50%) of the design work has been completed.

5.02 The Parties acknowledge and agree that the cost of construction of the Bridge will be funded as follows:

(i) by the Phase II GDOT Funds if the Phase II GDOT Funds are not made available to fund the construction of the Work as provided in Section 4.02(b) hereof. The City acknowledges and agrees that the Phase II GDOT Funds shall then be designated, allocated, reserved and used for the sole purpose of funding the construction of the Bridge and will not be designated, allocated, reserved or used for any other purpose; or



(ii) by (1) impact fees generated within Canton and assessed by the City of Canton and (2) the Cherokee SPLOST Funds, if the Phase II GDOT Funds are made available to fund the construction of the Work as provided in Section 4.02(a) above. The City acknowledges and agrees that all such impact fees generated within Canton Place and all Cherokee SPLOST Funds shall be set aside by the City and held in a designated account for the purpose of funding the design and construction of the Bridge, and the construction of any ancillary portions of the continuance of the right-of-way south of the Bridge.

5.03 The Parties acknowledge and agree that the Parties anticipate that the Bridge may also be constructed by a private party, and accordingly, that either Northside, Landon or any one or more of the parties to the south of the land lot line of land lots 232 and 237 may notify the City of such party's election to construct the Bridge (in the event the City has not yet commenced such construction) and in such event, the party who constructs the Bridge, including if one of the Parties hereto, shall receive payment and/or reimbursement for the design and construction costs for the Bridge from such Phase II GDOT Funds, impact fees, and/or SPLOST funds, as applicable.

## **ARTICLE VI GENERAL PROVISIONS**

6.01 Force Majeure. The duties of Northside/Landon to observe or perform the Work as provided in this Agreement on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay or stoppage due to acts of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, litigation, condemnation, requisition, governmental restrictions, laws or orders of governmental, civil, military or naval authorities, adverse weather conditions in excess of the 30 year average, as determined by NOAA, preventing the performance of work, or any other cause, whether similar or dissimilar to the foregoing, not within such party's control, other than lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement (collectively, "**force majeure**").

6.02 Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given: (i) when delivered personally, (ii) when sent by confirmed facsimile transmission, (iii) on the day after said communication is sent via overnight courier, or (iv) on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Northside:    Northside Hospital – Cherokee, Inc.  
  201 Hospital Road  
  Canton, Georgia 30114  
  Attention: Mr. William M. Hayes

with a copy to:   Northside Hospital, Inc.  
  1000 Johnson Ferry Road, N.E.  
  Atlanta, Georgia 30342



Attention: Mr. Steve Aslinger

with a copy to: McKenna Long & Aldridge LLP  
303 Peachtree Street, NE,  
Suite 5300  
Atlanta, Georgia 30308  
Attention: Joann G. Jones, Esq.

If to Landon: The Landon Group, Inc.  
3205 S. Cherokee Lane  
Suite 120  
Woodstock, Georgia 30188  
Attention: Mr. Donald Hausfeld

with a copy to: Marks and Williams, LLC  
Two Midtown Plaza  
Suite 1150  
1349 West Peachtree Street  
Atlanta, Georgia 30309  
Attention: Randolph Marks, Esq.

If to Collins: Collins Project Management  
280 Technology Parkway  
Suite 100  
Norcross, Georgia 30092  
Attention: Joe Collins

If to the City: The City of Canton  
151 Elizabeth Street  
Canton, Georgia 30114  
Attention: Rob Logan, City Manager

with a copy to: Hasty Pope LLP  
211 East Main Street  
Canton, Georgia 30114  
Attention: William G. Hasty, Jr., Esq.

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

### 6.03 Indemnity and Insurance.

(a) Northside/Landon shall indemnify, defend and save the City harmless from any and all loss, damages, liability, costs or expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the City may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Northside/Landon, its agents, contractors and their



subcontractors, servants, employees, licensees or invitees in connection with the Work to be performed by or at the direction of Northside/Landon pursuant to this Agreement and any exercise by Northside/Landon of its easement rights hereunder; provided, however, Northside/Landon shall have no liability hereunder otherwise for any consequential or indirect damages suffered or incurred by the City or others.

(b) Northside/Landon shall, at its own expense, maintain or cause to be maintained in force a comprehensive general commercial liability policy or policies of insurance written by one or more responsible insurance carriers licensed to do business in the State of Georgia insuring against liability for injury to and/or death of and/or damage to property of any person or persons in connection with the Work to be performed by such party pursuant to this Agreement, with single limit liability coverage of not less than \$2,000,000 per occurrence. Such policy or policies shall provide, among other things, that the insurer(s) specifically recognize and insure the obligations undertaken by such party pursuant to this Agreement and shall name the other party hereto as an additional insured.

6.04 Remedies. In the event Northside/Landon fails to perform or complete the Work as required by this Agreement or otherwise breaches the terms of this Agreement, the City may notify Northside/Landon and shall specify the deficiencies in the Work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days following receipt of such notice, then the City shall have the right to correct such deficiencies or perform the Work or cure the breach, and recover all costs and expenses related thereto from Northside/Landon. Notwithstanding the foregoing, in the event that the failure to perform the Work or the breach of this Agreement creates an imminent danger to persons or properties, or jeopardizes the continuance of business operations on the Hasty/Haygood, CMP, Northside/Landon Properties, or the cure period mandated by any applicable governmental authority is less than thirty (30) days, then no notice shall be required prior to the City's commencing such work or commencing a cure. Any amounts due and payable to the City pursuant to this Agreement shall be paid within ten (10) business days following the date Northside/Landon is notified of the amounts due. Any amounts not paid within the said ten-day period shall bear interest at the lesser of: (i) two percentage points plus the "**Prime Rate**," as established from time to time by Wachovia Bank, N.A. or its successor, or (b) the maximum rate of interest permitted by applicable law (said lesser rate herein called the "**Default Rate**"). In the event of a default by Northside/Landon under this Agreement, the City shall have all other rights and remedies at law or in equity, including, without limitation, the right to injunctive relief or specific performance.

6.05 Binding Agreement. This Agreement shall bind and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns only; the parties hereto do not otherwise intend to benefit any person or entity not a party to this Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and may not be amended or modified except in a writing signed by all of the parties hereto.

6.06 Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which when taken together shall constitute one instrument.



6.07 No Joint Venture. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties. It is the intention of the parties hereto that no rights or benefits be created or accrue to any party other than the City and Northside/Landon.

6.08 Attorneys Fees. In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party in such action a reasonable sum as attorneys' fees and court costs, to be fixed by the courts in such action.

6.09 Captions. The captions heading the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

6.10 Recording. This Agreement shall not be recorded without the prior written consent of the parties hereto.

6.11 Title. Northside/Landon each represent to the City that they hold fee simple title to the Northside Property and Landon Property, respectively. The City represents to Northside and Landon that it holds fee simple title to the ROW Property. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and has obtained all necessary consents and approvals to enter into this Agreement and be bound by the terms and provisions hereof.

6.12 Arbitration. Any controversy, claim or dispute between Northside/Landon and the City arising out of or relating to the interpretation or enforcement of this Agreement, or any breach thereof, and any dispute concerning the scope of this arbitration clause, shall be settled by arbitration in accordance with the terms and provisions of Exhibit I attached hereto and incorporated herein by this reference (the "**Binding Arbitration Clause**").

6.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(SIGNATURES CONTAINED ON NEXT PAGE)



Signed, sealed and delivered  
in the presence of:

Jack C. Smith  
Witness

Kiana Shreeth  
Notary Public

My Commission Expires: March 29, 2012

[NOTARY SEAL]

**LANDON:**

**KEYSTONE PROPERTIES OF  
CHEROKEE COUNTY, LLC, a Georgia  
limited liability company**

By: [Signature]

Name: DOUGLAS A. HAUSFELD

Title: MANAGER

[CORPORATE SEAL]

Signed, sealed and delivered  
in the presence of:

Jack C. Smith  
Witness

Kiana Shreeth  
Notary Public

My Commission Expires: March 29, 2012

[NOTARY SEAL]

**LANDON:**

**CP INVESTMENT PARTNERS, LLC, a  
Georgia limited liability company**

By: [Signature]

Name: DOUGLAS A. HAUSFELD

Title: MANAGER

[CORPORATE SEAL]

Signatures continue on next page



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first above written.

**NORTHSIDE:**

Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

**NORTHSIDE HOSPITAL - CHEROKEE,  
INC., a Georgia non-profit corporation**

By:

Name:

Title:

Jack C. Fincher

Liana Stewart

William M. Hoyer

William M. Hoyer

CEO

My Commission Expires:

March 29, 2012

[NOTARY SEAL]

Signatures continue on next page



Signed, sealed and delivered  
in the presence of:

Jack E. Finckel  
Witness

Riana Shreewitt  
Notary Public

My Commission Expires: 3/29/12

[NOTARY SEAL]

Signed, sealed and delivered  
in the presence of:

Jack E. Finckel  
Witness

Riana Shreewitt  
Notary Public

My Commission Expires: 3/29/12

[NOTARY SEAL]

**THE CITY:**

THE CITY OF CANTON, GEORGIA, a  
municipal corporation chartered under the laws  
of the State of Georgia:

By: Jo Ellen Wilson

Name: JO ELLEN WILSON

Title: MAYOR PRO TEM

[CORPORATE SEAL]

ATTORNEY FOR THE CITY OF CANTON,  
GEORGIA

By: William G. Hasty, Jr.

Name: William G. Hasty, Jr.

Title: City Attorney



**List of Exhibits**

**EXHIBIT A: Depiction of Commerce Boulevard - Portion to be Constructed by Northside/Landon**

**EXHIBIT B: Depiction of Northside Property**

**EXHIBIT C: Depiction of Landon Property**

**EXHIBIT D: Depiction of CMP Property**

**EXHIBIT E: Depiction of Hasty/Haygood Property**

**EXHIBIT F: Depiction of ROW Property**

**EXHIBIT G: Depiction of Commerce Boulevard - Portion Being Constructed by CMP**

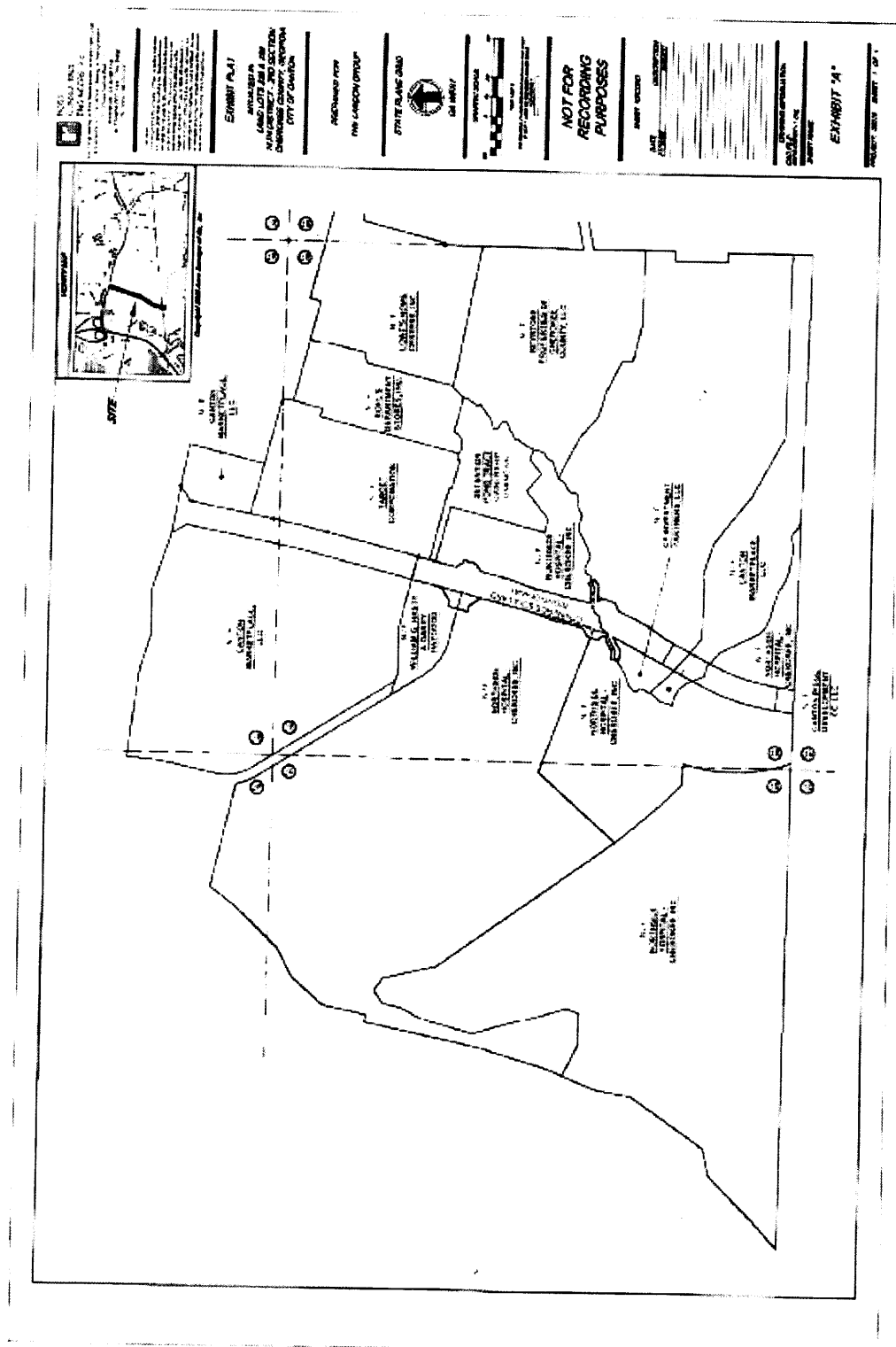
**EXHIBIT H: Depiction of the Bridge**

**EXHIBIT I: Binding Arbitration Clause**



# EXHIBIT A

## DEPICTION OF COMMERCE BOULEVARD TO BE CONSTRUCTED BY NORTHSIDE/LANDON



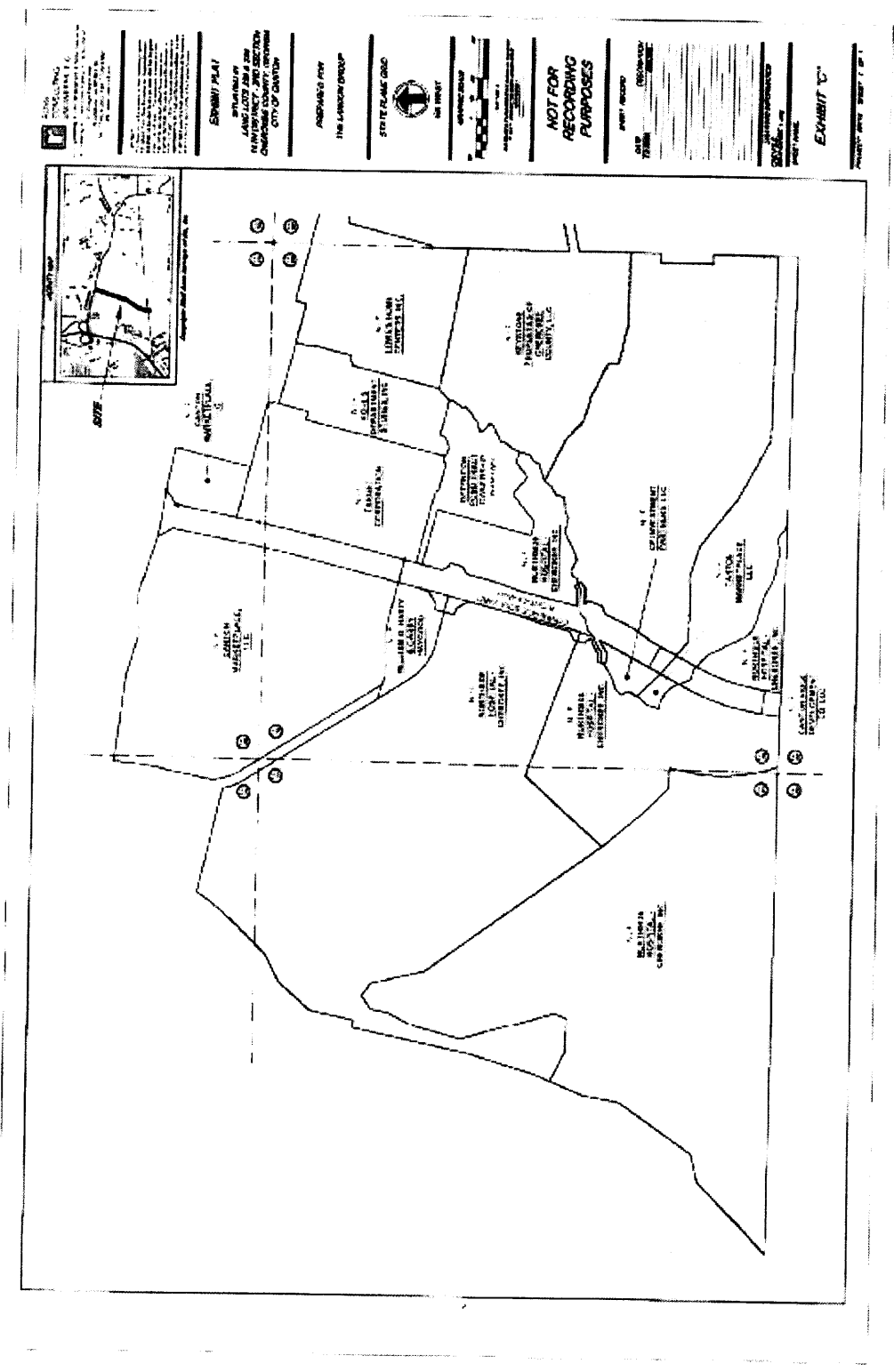






# EXHIBIT C

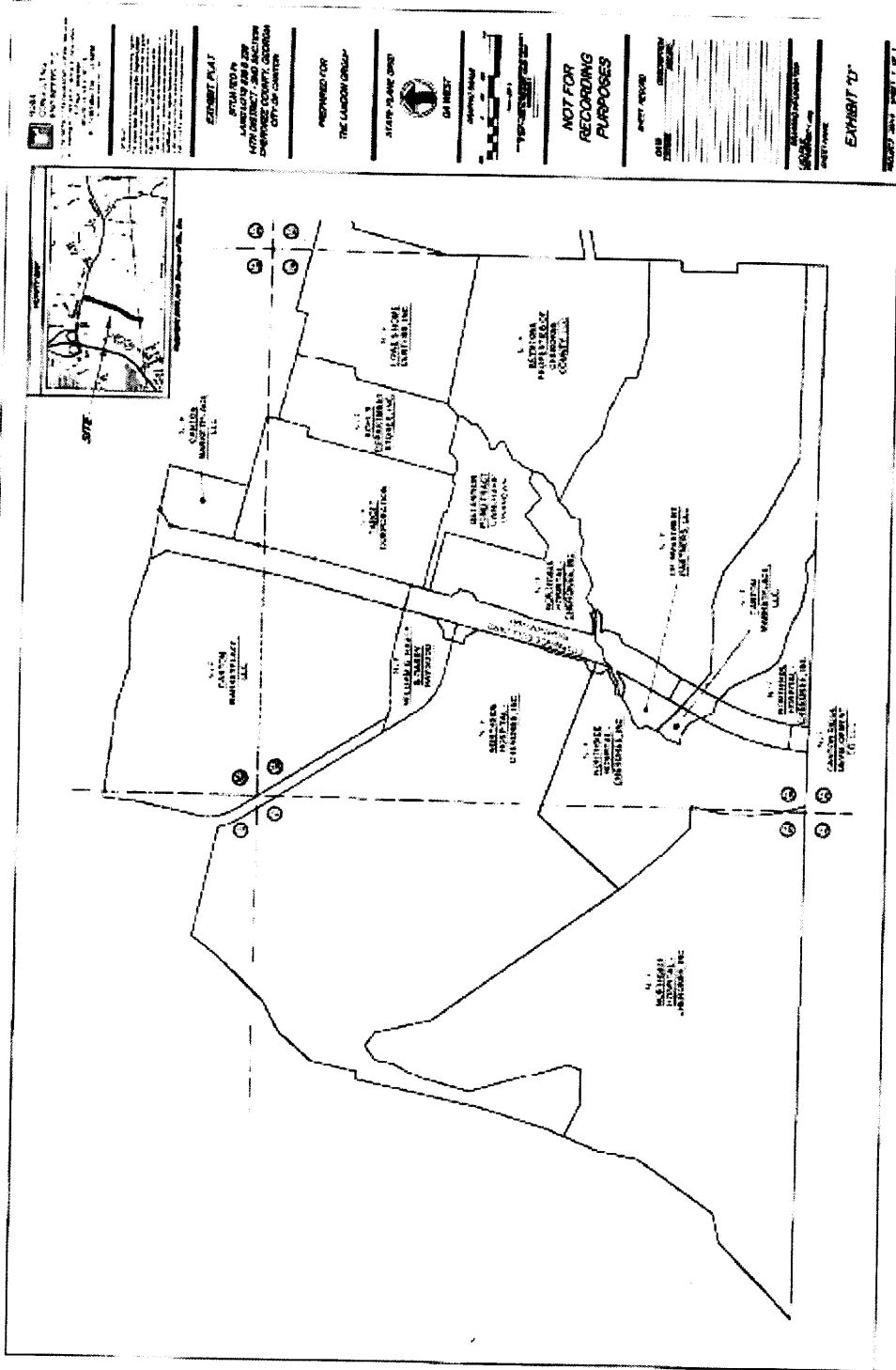
## LONDON PROPERTY





# EXHIBIT D

## CMP PROPERTY







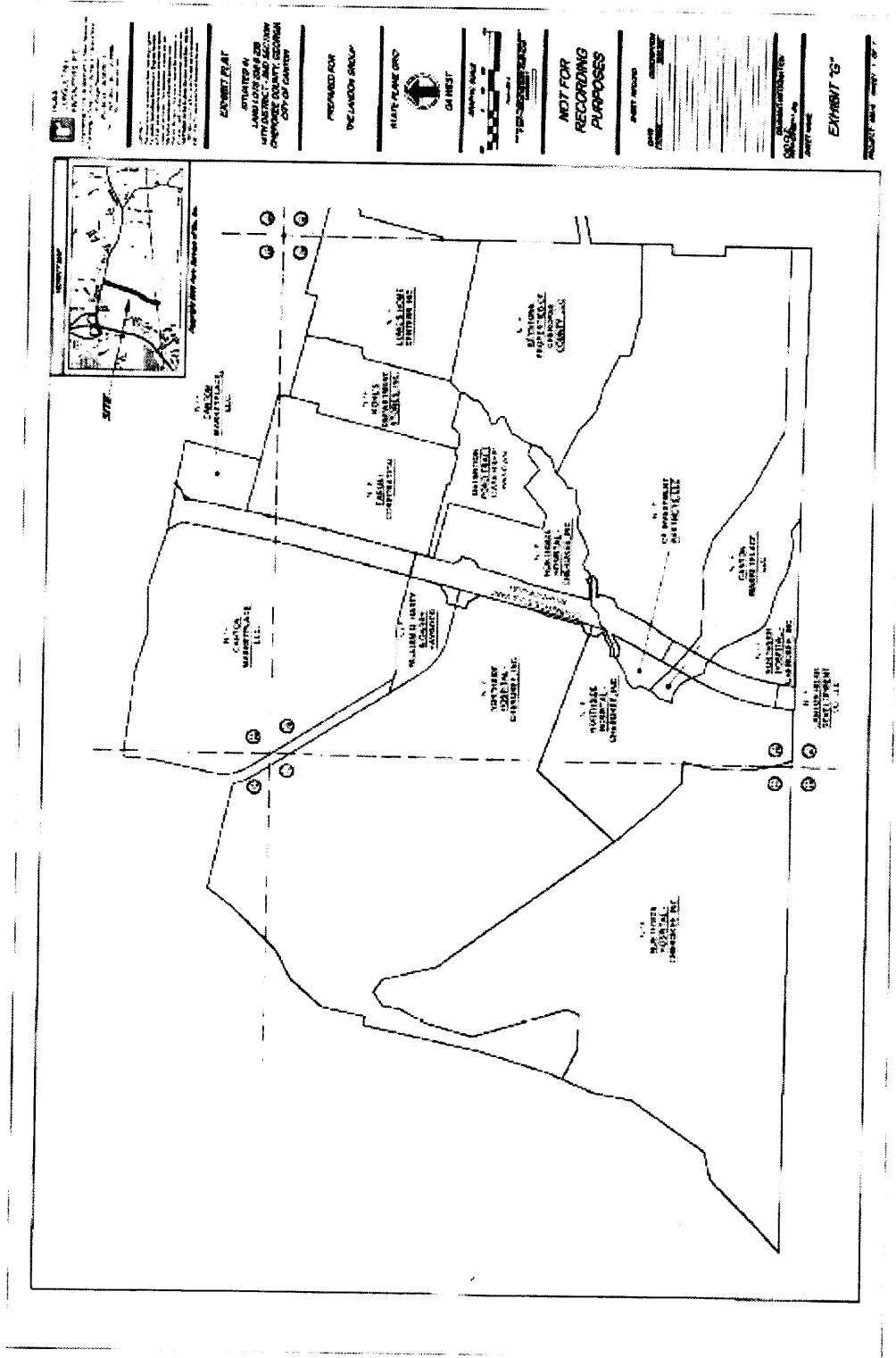






# EXHIBIT G

## DEPICTION OF COMMERCE BOULEVARD BEING CONSTRUCTED BY CMP







## EXHIBIT I

### BINDING ARBITRATION CLAUSE

Any controversy, claim or dispute between Northside, Landon and the City (collectively, the “**Parties**”) arising out of or relating to the interpretation or enforcement of this Agreement, or any breach thereof, including, without limitation, any dispute concerning the scope of this arbitration clause, shall be settled by arbitration. Such arbitration proceeding shall be conducted in accordance with the Federal Arbitration Act governing arbitration, and the then prevailing rules of the American Arbitration Association (or any successor organization), and the “**Special Rules**” set forth below. In the event of any inconsistency, the Special Rules shall control. The decision of the arbitrators as provided herein shall be final, binding and conclusive upon the parties.

**Special Rules:** Notwithstanding anything to the contrary herein, nothing in this binding arbitration provision shall limit the right of any Party to obtain provisional or ancillary remedies such as injunctive relief from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit of provisional or ancillary remedies shall not constitute a waiver of the right or obligation of any Party to submit any claim or dispute to arbitration, including those claims or disputes arising from the exercise of any such judicial relief or pursuit of provisional or ancillary remedies. The right to seek such relief from a court shall not limit the power of the arbitrator to grant any similar relief sought by either party. Judgment upon any arbitration award including, without limitation, any decision as to default and the right to specific performance, may be entered in any court having jurisdiction. Each Party shall be responsible for its own attorneys’ fees irrespective of the outcome of any arbitration and no Party shall be entitled to incidental, indirect, consequential or punitive damages irrespective of the claims sought to be arbitrated. Any Party may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action. The arbitration shall be conducted in Fulton County, Georgia.

To initiate arbitration, either Party shall deliver written notice of a dispute to the other Party. Within thirty (30) days after delivery of written notice of the dispute, each Party shall select an arbitrator meeting the requirements set forth herein and deliver written notice of the selection of its arbitrator to the other Party together with a copy of such arbitrator’s acceptance. After selection, each arbitrator shall be impartial and shall have no ex parte communications with any Party. If a Party fails to select an arbitrator and deliver notice of such selection with the aforesaid acceptance within the aforesaid thirty (30) day period, the arbitrator selected by the other Party shall be the sole arbitrator in the matter. If two (2) arbitrators are selected, the two (2) arbitrators within thirty (30) days after the selection and notice of the last of the two (2) arbitrators shall appoint a third arbitrator meeting the requirements set forth herein. The three (3) arbitrators so selected shall constitute the arbitration panel to resolve the dispute. If for any reason the first two (2) arbitrators cannot agree on a third arbitrator, the selection of the third arbitrator shall be submitted by either of the first two (2) arbitrators to the American Arbitration Association, or its successor organization, which shall be requested to choose, or shall cause to be chosen, the third arbitrator in accordance with its then current rules, but who shall meet the qualifications set forth herein. Upon such selection, the third arbitrator shall become a member



of the arbitration panel. Should either arbitrator selected by a Party be unable to serve for any reason after selection, the Party selecting the arbitrator that is no longer able to serve shall select a replacement arbitrator. Should the third arbitrator be unable to serve for any reason, the foregoing provision to select a third arbitrator shall be used for the selection of a replacement arbitrator. Each such designated third arbitrator shall be a qualified, impartial person who has not been affiliated in any way with either Party, who has had at least ten (10) years experience in the Atlanta, Georgia area in the development, leasing and management of Class A office, retail and/or medical office buildings, is an attorney, and shall have had at least five (5) years experience as an arbitrator.

All arbitration hearings will be commenced within ninety (90) days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional sixty (60) days. All existing controversies, claims and disputes are to be resolved to the extent possible in a single arbitration proceeding. Each member of the arbitration panel selected by a Party to the arbitration shall be compensated for services rendered at the rate agreed to between such member and the Party by whom selected. The third member of the arbitration panel shall be compensated for his or her services at a reasonable hourly rate determined by the first two arbitrators selected. All arbitrators shall be reimbursed for any and all reasonable expenses incurred by them in connection with the rendering of such services.

PLEASE RECORD AND RETURN TO:

William G. Hasty, Jr., P.C.

P.O. Box 1818

Canton, GA 30169

Deed Book **10470 Pg 471**  
Filed and Recorded 1/16/2009 2:49:02 PM  
28-2009-001534

Patty Baker  
Clerk of Superior Court Cherokee Cnty. GA

**DEVELOPMENT AGREEMENT**  
**(Commerce Boulevard)**

*November* THIS DEVELOPMENT AGREEMENT (this "Agreement") is made this *20<sup>th</sup>* day of *November*, 2008 (the "Acceptance Date"), by and between **NORTHSIDE HOSPITAL – CHEROKEE, INC.**, a Georgia non-profit corporation ("Northside"), **KEYSTONE PROPERTIES OF CHEROKEE COUNTY, LLC**, a Georgia limited liability company and **CP INVESTMENT PARTNERS, LLC**, a Georgia limited liability company (collectively "Landon") and **THE CITY OF CANTON, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (the "City"). Northside, Landon, and the City shall sometimes be referred to herein collectively as the "Parties" and each of them, a "Party."

**WITNESSETH:**

WHEREAS, the City has requested that Northside and Landon (collectively, "Northside/Landon") privately construct a portion of a public road, known as Commerce Boulevard, to serve the parties' and public's needs ("Commerce Boulevard") within the development known as Canton Place located southeast and adjacent to Interstate Highway I-575 between State Road 20/Cumming Highway and State Route 140 ("Canton Place"); which portion of Commerce Boulevard for which Northside/Landon shall be responsible is more particularly depicted on **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Northside and Landon wish to privately construct such portion of Commerce Boulevard subject to certain funding requirements and the City's formal acceptance of Commerce Boulevard as a public road, all as more particularly described in this Agreement;

WHEREAS, Northside is the owner of all those tracts or parcels of land located within Canton Place as more particularly depicted in **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "Northside Property");

WHEREAS, Landon is the owner of all that tract or parcel of land located within Canton Place as more particularly depicted in **Exhibit C** attached hereto and incorporated herein by this reference (the "Landon Property");

WHEREAS, Canton Marketplace, LLC, a Georgia limited liability company ("CMP") is the owner of all that tract or parcel of land located within Canton Place as more particularly depicted in **Exhibit D** attached hereto and incorporated herein by this reference (the "CMP Property");

WHEREAS, William G. Hasty and Garry Haygood, individual residents of the State of Georgia (collectively, "Hasty/Haygood") are the co-owners of an approximate one (1)-acre parcel of land located within Canton Place and on Commerce Boulevard as more particularly depicted in **Exhibit E** attached hereto and incorporated herein by this reference (the "Hasty/Haygood Property");

WHEREAS, Northside, Landon, CMP, and Hasty/Haygood each conveyed to the City, pursuant to Quitclaim Deeds recorded or to be recorded in the deed records of Cherokee County,

ATLANTA:5054280.2





(678) 493-6527  
 Suite G-170  
 90 North Street  
 Canton, GA  
 30114



**Print Date:**  
 1/16/2009 2:49:17 PM

**Cherokee County Transaction #: 192611**  
**Receipt #: 281917**  
**Cashier Date: 1/16/2009 2:49:13 PM (1002)**

Customer Information	Transaction Information	Payment Summary
() HASTY POPE LLP P O BOX 1818 CANTON, GA 30169-1818	DateReceived: 01/16/2009 Source Code: Over the Counter Q Code: Over the Counter Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$64.00 Total Payments \$64.00

1 Payments	
CHECK 5936	\$64.00

1 Recorded Items	
(AGRE-D) Contract	BK/PG: 10470/471 CFN:282009001534 Date:1/16/2009 2:49:02 PM From: <b>NORTHSIDE HOSPITAL CHEROKEE INC</b> To: <b>NORTHSIDE HOSPITAL CHEROKEE INC</b>
Recording @ 1st=\$10 Addt'l=\$2.00 ea.	28 \$64.00

0 Search Items
----------------

0 Miscellaneous Items
-----------------------

The Landon Group, Inc.  
139 Village Ctr. W.  
St. 110  
Woodstock, GA 30188

Deed Book 11792 Pg 70  
Filed and Recorded 4/18/2012 11:59:37 AM  
28-2012-012580

Patty Baker  
Clerk of Superior Court Cherokee Cty, GA

After recording, please return to:  
McKenna Long & Aldridge LLP  
303 Peachtree Street, N.E.  
Suite 5300  
Atlanta, Georgia 30308  
Attention: Joann G. Jones, Esq.

Cross-Reference:  
Development Agreement (Commerce Boulevard),  
dated as of November 20, 2008, recorded at Deed  
Book 10470, Page 471, Cherokee County, Georgia  
records

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**  
**(Commerce Boulevard)**

This **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (COMMERCE BOULEVARD)** (this "Amendment") is made as of this 30<sup>th</sup> day of April, 2012, by and between **NORTHSIDE HOSPITAL, INC.**, a Georgia nonprofit corporation, as successor-by-merger to Northside Hospital - Cherokee, Inc. ("Northside"), **KEYSTONE PROPERTIES OF CHEROKEE COUNTY, LLC**, a Georgia limited liability company, and **CP INVESTMENT PARTNERS, LLC**, a Georgia limited liability company (collectively, "Landon"), and **THE CITY OF CANTON, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (the "City").

**WITNESSETH**

**WHEREAS**, Northside, Landon, and the City entered into that certain Development Agreement (Commerce Boulevard) dated as of November 20, 2008, and recorded at Deed Book 10470, Page 471, Cherokee County, Georgia records (the "Agreement"), pursuant to which Northside/Landon agreed to privately construct a portion of a public road known as Commerce Boulevard ("**Commerce Boulevard Phase II**"), subject to reimbursement of certain development costs by the City, all on the terms and conditions set forth in the Agreement;

**WHEREAS**, Northside/Landon have completed construction of Commerce Boulevard Phase II in accordance with the terms of the Agreement, and are now entitled to reimbursement from the City of certain development costs; and

**WHEREAS**, Northside, Landon, and the City wish to enter into this Amendment to clarify the reimbursement and reimbursement mechanism.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Northside, Landon, and the City hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.



2. Reimbursement Amount. As of the date hereof, the amount for which Northside/Landon is entitled to reimbursement pursuant to the Agreement is Two Million Six Hundred Nineteen Thousand Two Hundred Seventy-Seven and 67/100 (\$2,619,277.67) (the “**Reimbursement Amount**”).
3. Sources to Pay Reimbursement Amount. Section 4.02(a)(iii)(1) of the Development Agreement describes the sources to pay the Reimbursement Amount to Northside/Landon, which sources are clarified as follows:

(a) Impact Fee Credits. Impact fee credits are the first source of payment of the Reimbursement Amount (or any portion thereof), and are defined to mean 100% of the impact fee credits charged to Northside Landon upon applying for a building permit, however, Section 4.02(a)(iii)(1) of the Development Agreement is amended to add the phrase “then currently” prior to the word “obligated” in the ninth (9<sup>th</sup>) line of that section in order to clarify that impact fee credits are to be used as a source to pay the Reimbursement Amount (or any portion thereof) only when impact fees are otherwise then currently payable by Northside/Landon. The Reimbursement Amount will be reduced by the amount of the impact fee credits issued to Northside/Landon when the credits are issued. If the Impact Fee Credits issued in any year are insufficient to repay the Reimbursement Amount, or if impact fees are not then currently payable by Northside/Landon, the Reimbursement Amount will be paid from the sources described in (b) and (c) below.

(b) Impact Fees. Pursuant to the City’s impact fee ordinance, the amount of impact fees received and allocated by the City to road infrastructure development of Commerce Boulevard Phase II (including, without limitation, reimbursement for construction costs for the Work) is determined pursuant to the City’s annual Capital Improvements Element and 5-Year Short Term Work Program of the Comprehensive Land Use Plan (the “**Plan**”). If, as provided in (a) above, impact fee credits issued during any year are insufficient to repay the Reimbursement Amount, or if impact fees are not currently payable by Northside/Landon, then road impact fees collected by the City from third parties and allocated to road infrastructure development of Commerce Boulevard Phase II pursuant to the Plan, as calculated below, shall be paid by the City to Northside/Landon until the Reimbursement Amount has been paid in full.

The payments due to Northside/Landon each year shall be calculated as follows:

A multiplier shall be determined by dividing the Estimated Project Cost of Commerce Boulevard (as shown on the Schedule of Road Improvements portion of the Plan for that year) into the total Estimated Project Costs of all of the Road Projects (as shown on the Schedule of Road Improvements portion of the Plan). The multiplier is then applied to the total road impact fees collected by the City in that year. The result is the pro rata portion of the collected road impact fees allocated to Commerce Boulevard for that year.

A second multiplier is determined by dividing \$2,619,277.67 into the Estimate Project Cost for Commerce Boulevard, as shown on the Schedule of Road Improvements portion of the Capital Elements Plan for that year. This second multiplier is applied to the pro rata portion of the collected road impact fees allocated to Commerce Boulevard for that year, resulting in the amount which is payable to Northside/Landon.

Payments of impact fees were not made to Northside/Landon in 2008, 2009, 2010, and 2011. On or before March 1, 2012, the City shall make payments to Northside/Landon for 2008, 2009, 2010, and 2011, calculated using the above formula for each year, respectively, which sums will be applied by Northside/Landon to the Reimbursement Amount. For 2012 and thereafter, the City will apply the above formula to the total road impact fees collected for the fiscal year ending on September 30 each year. The

resulting amount payable to Northside/Landon shall be paid on or before October 31 each year, to be applied by Northside/Landon to the Reimbursement Amount. The aggregate of such payments, when taken together with all other payments made by the City to Northside/Landon in payment of the Reimbursement Amount, shall not exceed the Reimbursement Amount in the aggregate.

(c) Cherokee SPLOST Funds. Cherokee SPLOST Funds are also a source of payment of the Reimbursement Amount (or any portion thereof) and are available for payment of the Reimbursement Amount in accordance with the terms of the Agreement. Payment of SPLOST Funds to Northside/Landon in payment of the Reimbursement Amount shall be made in accordance with the terms of the Agreement.

4. This Amendment is intended to clarify the terms of the Agreement, and the Agreement shall remain otherwise unmodified.

5. This Amendment may be executed in any number of counterparts. Each counterpart shall be deemed an original hereof, and all counterparts when taken together, shall constitute one and the same instrument.



IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed as of the date hereinabove set forth.

Signed, sealed and delivered in the presence of:

[Signature]

Witness  
[Signature]  
Notary Public

[NOTARY SEAL]

**NORTHSIDE:**

NORTHSIDE HOSPITAL, INC., a Georgia nonprofit corporation

By: [Signature]  
Name: William M. Hayes  
Title: CEO

Signed, sealed and delivered in the presence of:

[Signature]

Witness  
[Signature]  
Notary Public  
**Susan S. Kelley**

[NOTARY SEAL]

**Forsyth County, State of Georgia**  
My Commission Expires 10-20-13

**LANDON:**

KEYSTONE PROPERTIES OF CHEROKEE COUNTY, LLC, a Georgia limited liability company

By: [Signature]  
Name: DONALD A. HAUSFELD  
Title: MANAGER

Signed, sealed and delivered in the presence of:

[Signature]

Witness  
[Signature]  
Notary Public  
**Susan S. Kelley**

[NOTARY SEAL]

**Forsyth County, State of Georgia**  
My Commission Expires 10-20-13

CP INVESTMENT PARTNERS, LLC, a Georgia limited liability company

By: [Signature]  
Name: DONALD A. HAUSFELD  
Title: MANAGER

Signed, sealed and delivered  
in the presence of:

Susan Stutz  
Witness

Donna L Bell  
Notary Public

[NOTARY SEAL]



CITY:

THE CITY OF CANTON, GEORGIA, a municipal  
corporation chartered under the laws of the State of  
Georgia

By: Gene Hays  
Name: Gene Hays  
Title: Mayor

Approved as to Form:  
Row M. Ager  
City Attorney



139 Village Centre West  
St. 110  
Woodstock, GA 30188

Deed Book 11883 Pg 200  
Filed and Recorded 6/27/2012 1:37:01 PM  
28-2012-020897

Patty Baker  
Clerk of Superior Court Cherokee Cty, GA

**DEVELOPMENT AGREEMENT**  
**(Commerce Boulevard – Phase 2)**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made this 7<sup>th</sup> day of June, 2012 (the “**Acceptance Date**”), by and between **NORTHSIDE HOSPITAL – CHEROKEE, INC.**, a Georgia non-profit corporation (“**Northside**”) and **THE CITY OF CANTON, GEORGIA**, a municipal corporation chartered under the laws of the State of Georgia (the “**City**”). Northside and the City shall sometimes be referred to herein collectively as the “**Parties**” and each of them, a “**Party**.”

**WITNESSETH:**

WHEREAS, the City and Cherokee County, a political subdivision of the State of Georgia (the “**County**”) entered into that certain Memorandum of Agreement dated September 15, 2011 (the “**MOA**”), a copy of which is attached hereto as **Exhibit A**, whereby the City and the County agreed that the County would construct a segment of Commerce Boulevard from Station 23+36.02 to Station 72+52.04 and related improvements at the intersection of Commerce Boulevard and SR 140 from Station 4+50 to Station 17+75.98 (the “**Project**”);

WHEREAS, the Project is described on **Exhibit B** attached hereto and incorporated herein by reference;

WHEREAS, the Georgia Department of Transportation (“**GDOT**”) and the County have each committed to fund a portion of the Project costs;

WHEREAS, Northside has agreed to fund a portion of the Project costs, subject to the terms of this Agreement;

WHEREAS, at the City Council meeting on March 15, 2012, the City Council voted to reimburse Northside, through impact fee credits and from impact fee payments, for the portion of the Project costs funded by Northside; and

WHEREAS, Northside and the City are entering into this Agreement pursuant to City of Canton Code of Ordinances Chapter 110, Article VI, Sections 110-185(d) and 110-187(b) in order to provide to Northside impact fee credits and reimbursements in connection with Northside’s funding of a portion of the Project costs.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual agreements herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are all hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I**  
**ACKNOWLEDGEMENTS**

1.01 Recitals. The Parties acknowledge and agree that the foregoing recitals are hereby incorporated herein.

1.02 Project Work. The Parties acknowledge and agree that all aspects of the design, development and construction of the Project shall be implemented by the County in accordance with the MOA. The Parties further agree that all costs and expenses of the Project shall be paid by the County, subject to the Project funding obligations set forth in Section 1.03 below.

1.03 Project Funding. The Parties acknowledge and agree that the costs of the Project shall be funded by GDOT, the County and Northside as follows:

- GDOT - \$4,300,000.00
- County - \$1,400,000.00
- Northside – The balance of the costs of the Project (not to exceed \$3,000,000.00).

1.04 Agreement with Northside. The Parties acknowledge and agree that in exchange for Northside's agreement to fund a portion of the Project costs as aforesaid, the City has agreed to certain agreements and accommodations for the benefit of Northside, all as set forth in this Agreement.

**ARTICLE II**  
**NORTHSIDE FUNDING**

2.01 Northside Funding. Northside shall fund a portion of the costs of the Project as more particularly set forth in Section 1.03 of this Agreement; provided, however, that the actual amount that Northside shall be obligated to fund for the Project shall be based on the actual cost as determined by competitive bids procured by the County from qualified parties for the Project work. The portion of the Project costs funded by Northside is referred to herein as the "**Northside Funding Amount**". Northside shall fund the Northside Funding Amount on or before July 1, 2012, by paying to the County a sum equal to the Northside Funding Amount in cash or other immediately available funds.

**ARTICLE III**  
**REIMBURSEMENT TO NORTHSIDE**

3.01 Impact Fee Credits and Reimbursement From Impact Fees. The Northside Funding Amount shall be reimbursed to Northside through impact fee credits assessed by the City under Canton Code of Ordinances Chapter 110, Article VI, Section 110. Northside will receive reimbursement in the form of impact fee credits, meaning reimbursement in the form of a credit against the amount of impact fees that Northside (or a successor owner/developer of any portion of the Impact Fee Area, as hereinafter defined, to whom Northside assigns such credits) would



be otherwise assessed and obligated to pay with respect to the development of property within the Impact Fee Area. The Parties agree to enter into all appropriate reimbursement documentation to further evidence and to provide for such reimbursement.

3.02 Impact Fee Area – Canton Place Development. The City agrees that the “**Impact Fee Area**” for the Project is shown on Exhibit C attached hereto and incorporated herein and is commonly known as the “**Canton Place Development**”. The City shall assess impact fees for the Project against the properties within the Impact Fee Area. The City shall provide impact fee credits to Northside (or a successor owner/developer of any portion of the Impact Fee Area, as hereinafter defined, to whom Northside assigns such credits) for the Project until Northside has been fully reimbursed for the Northside Funding Amount through impact fee credits.

3.03 Northside Sale of Property in Impact Fee Area. The Parties acknowledge that Northside is currently the owner of all of the Property within the Impact Fee Area. The City agrees that if Northside sells any of the property in the Impact Fee Area, Northside may at the time of such sale collect the Project impact fees for such property directly from the purchaser and assign to such purchaser a portion of the impact fee credits available to Northside under this Agreement provided that Northside promptly notifies the City in writing thereof. Upon the City’s receipt of notice of such payment and assignment, (a) the City shall reduce the amount of the outstanding reimbursement due Northside for the Northside Funding Amount by a corresponding amount, and (b) the City shall credit the applicable property sold by Northside for the Project impact fees Northside assigned to such purchaser (which impact fees have been paid to Northside as provided herein).

3.04 Priority of Application of Impact Fee Credits. The Parties acknowledge that they, along with certain other parties, previously entered into that certain Development Agreement (Commerce Boulevard) dated November 20, 2008, and recorded at Deed Book 10470, Page 471, Cherokee County records, as amended by that certain First Amendment to Development Agreement (Commerce Boulevard) dated April 3, 2012, and recorded at Deed Book 11792, Page 70, aforesaid records (collectively, the “**Phase I Development Agreement**”) for the development of Phase I of Commerce Boulevard. The Phase I Development Agreement provides for impact fees and impact fee credits to be applied to certain reimbursement obligations of the City described in the Phase I Development Agreement as the “Reimbursement Amount” (herein, the “**Phase I Reimbursement Amount**”). The Parties agree that impact fee credits utilized by Northside (or its assignee under Section 3.03 hereof) or under the Phase I Development Agreement shall be applied first to the Phase I Reimbursement Amount, until the Phase I Reimbursement Amount has been satisfied in full, and second to the Northside Funding Amount to be reimbursed to Northside hereunder, until the Northside Funding Amount has been satisfied in full.

#### **ARTICLE IV** **GENERAL PROVISIONS**

4.01 Notices. All notices, requests, demands or other communications hereunder shall be in

writing and deemed given: (i) when delivered personally, (ii) when sent by confirmed facsimile transmission, (iii) on the day after said communication is sent via overnight courier, or (iv) on the third day after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Northside: Northside Hospital – Cherokee, Inc.  
201 Hospital Road  
Canton, Georgia 30114  
Attention: Billy Hayes

with a copy to: Northside Hospital, Inc.  
1000 Johnson Ferry Road, N.E.  
Atlanta, Georgia 30342  
Attention: Debbie Mitchell

with a copy to: McKenna Long & Aldridge LLP  
303 Peachtree Street, NE,  
Suite 5300  
Atlanta, Georgia 30308  
Attention: Joann G. Jones, Esq.

If to the City: The City of Canton  
151 Elizabeth Street  
Canton, Georgia 30114  
Attention: Scott Wood, City Manager

with a copy to: Dyer & Rusbridge, P.C.  
291 East Main Street  
Canton, Georgia 30114  
Attention: Robert M. Dyer, Esq.

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

4.02 Binding Agreement. This Agreement shall bind and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns only; the parties hereto do not otherwise intend to benefit any person or entity not a party to this Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and may not be amended or modified except in a writing signed by all of the parties hereto.

4.03 Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but all of which when taken together shall constitute one instrument.

4.04 No Joint Venture. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties. It is the intention of the parties hereto that no rights or benefits



be created or accrue to any party other than the City and Northside.

4.05 Attorneys Fees. In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party in such action a reasonable sum as attorneys' fees and court costs, to be fixed by the courts in such action.

4.06 Captions. The captions heading the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

4.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first above written.

**NORTHSIDE:**

**NORTHSIDE HOSPITAL - CHEROKEE, INC., a Georgia non-profit corporation**

By: William M. Hayer  
Name: William M. Hayer  
Title: CEO

Signed, sealed and delivered in the presence of:

Cathy H. 10  
Witness  
Susan S. Kelley  
Notary Public

**Susan S. Kelley**  
My Commission Expires  
**Notary Public**  
**Forsyth County, State of Georgia**  
My Commission Expires 10-20-13

**THE CITY:**

THE CITY OF CANTON, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia:

Signed, sealed and delivered in the presence of:

Pat Fowler  
Witness  
Susan S. Kelley  
Notary Public

My Commission Expires



By: Gene Hobgood  
Name: Gene Hobgood  
Title: Mayor

[CORPORATE SEAL]

5 Approved as to Form  
Row M. Agn  
ATLANTA: 538-4938.3

**List of Exhibits**

**EXHIBIT A: Memorandum of Understanding between City of Canton and Cherokee County**

**EXHIBIT B: Project**

**EXHIBIT C: Depiction or Description of Impact Fee Area**



# EXHIBIT "A"

## MEMORANDUM OF AGREEMENT Between Cherokee County and the City of Canton for Commerce Boulevard Design, Permitting and Construction

THIS AGREEMENT entered into between the City of Canton, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

### WITNESSETH

WHEREAS, the City and the County desire to construct Commerce Boulevard, linking SR 20 with SR 140, to through traffic; and

WHEREAS, Commerce Boulevard, will be a 1.0 mile long project with an estimated construction cost of \$9,000,000, requiring Georgia EPD and US Army Corps of Engineers permitting, partial funding is committed by the Georgia Department of Transportation and will, therefore, require extensive coordination and review by GDOT ; and

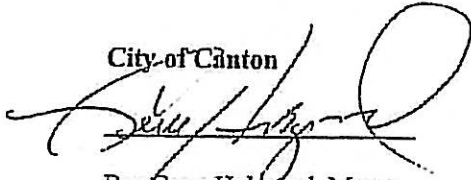
WHEREAS, the County possesses the staff necessary to coordinate the design, design review, permitting, right-of-way certification, contract administration and construction management for a project of this magnitude; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

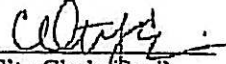
NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County that the County will assume the responsibility of project sponsor for the Commerce Boulevard project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 15 day of September, 2011.

City of Canton

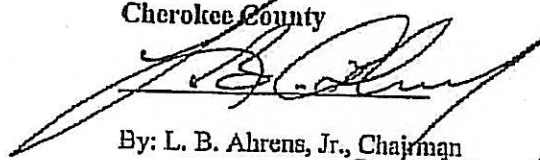


By: Gene Hobgood, Mayor

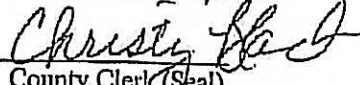
Attest:   
City Clerk (Seal)

Approved as to Form:  
Robt M. Nye  
City Attorney

Cherokee County



By: L. B. Ahrens, Jr., Chairman

Attest:   
County Clerk (Seal)



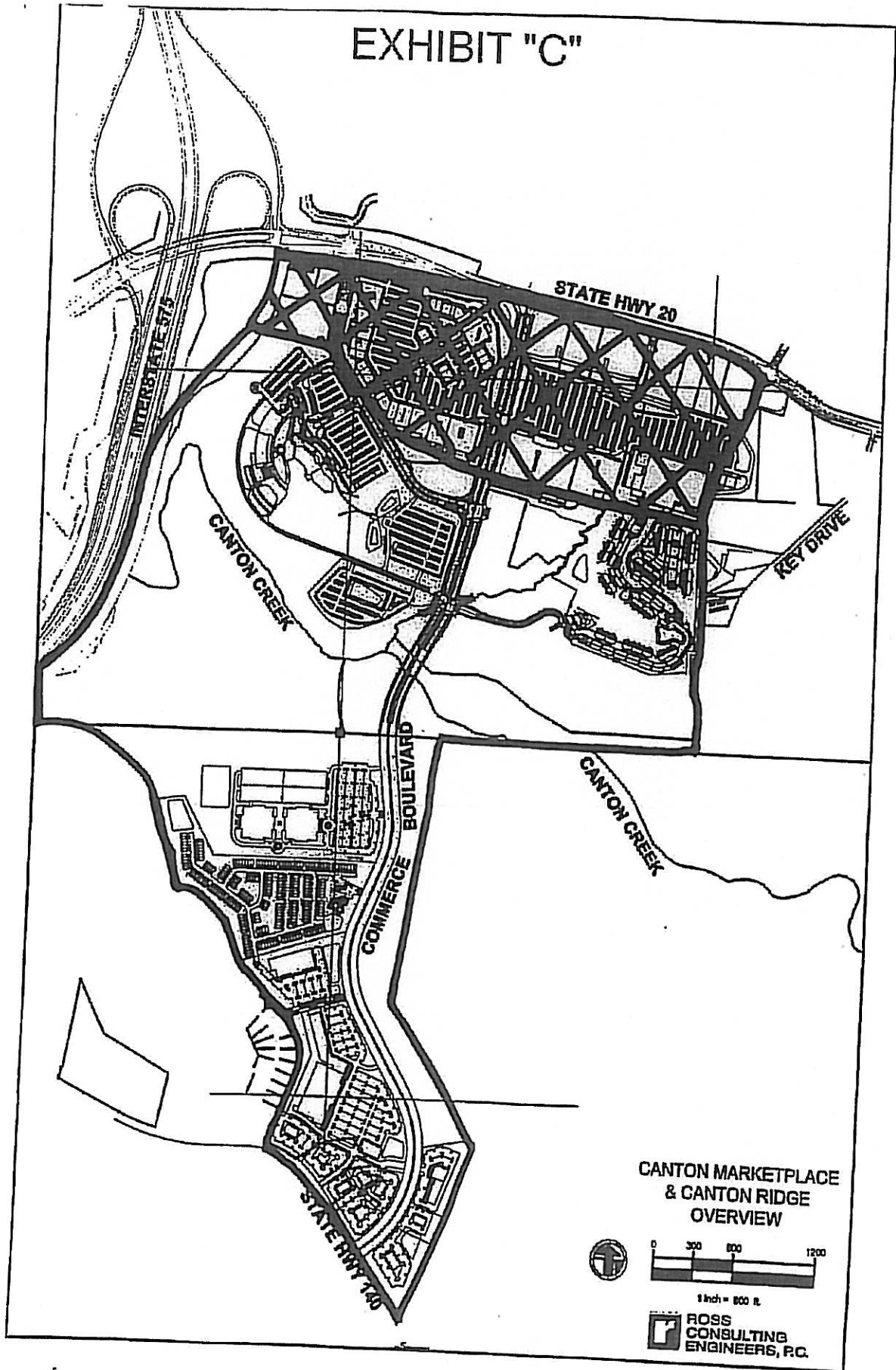


**EXHIBIT B**

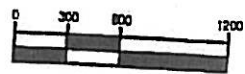
**PROJECT**

- **Commerce Boulevard** - Cherokee County Department of Transportation; Commerce Boulevard – Phase 2; Beginning Pt. Station 23+36.02 to Ending Pt. Station 72+52.04; Georgia Department of Transportation NO. PR000-S009-00(621); plans dated 3-15-12.
- **SR 140** - Cherokee County Department of Transportation; SR 140 & Commerce Boulevard Intersection; Beginning Pt. Station 4+50 to Ending Pt. Station 17+75.98; Georgia Department of Transportation NO. PR000-S009-00(621) plans dated 2-12-12.

# EXHIBIT "C"



CANTON MARKETPLACE  
& CANTON RIDGE  
OVERVIEW



1 inch = 600 ft.



ROSS  
CONSULTING  
ENGINEERS, P.C.



# Future Construction Economic Impact Spreadsheet

6/17/2024

Project Description										Total
Construction Type	MOB #1	Parking Deck #1	MOB #2	Parking Deck #2	MOB #3	MOB #4	MOB #5	MOB #6	Tower #2	
Speculative Permit Submittal Date	Dec-31	Jul-25	May-26	Apr-26	Jun-27	Jan-30	Feb-29	Jun-31	Dec-24	
Est. # of Employees	250	NA	250	NA	300	275	250	250	650	2,225
Square Footage	120,000	1,100	120,000	1,300	160,000	140,000	120,000	120,000	340,000	1,122,400
Estimated Cost	41,000,000	42,000,000	41,000,000	68,000,000	75,000,000	48,500,000	41,000,000	41,000,000	595,000,000	992,500,000
Number of beds	NA	NA	NA	NA	NA	NA	NA	NA	220	220
<b>City Permit Fees</b>										<b>6,804,140</b>
Plan Review Fees	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	22,500
Building Permit Fees	205,000	210,000	205,000	340,000	375,000	242,500	205,000	205,000	2,975,000	4,962,500
Building CO/CC Fee	22,500	350	22,500	350	30,000	26,250	22,500	22,500	63,750	210,700
Fire Permit Fee	1,800	-	1,800	-	2,400	2,100	1,800	1,800	5,100	16,800
Fire CPO/CC Fee	100	-	100	-	100	100	100	100	100	700
Technology Fee	10	10	10	10	10	10	10	10	10	90
Sewer Tap Fee	133,800	N/A	133,800	N/A	178,400	156,100	133,800	133,800	495,000	1,364,700
Domestic Water Meter Fee	9,500	N/A	9,500	N/A	9,500	9,500	9,500	9,500	42,350	99,350
Irrigation Meter Fee	2,100	4,900	4,900	4,900	4,900	4,900	4,900	4,900	4,900	41,300
DDCA Fee	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	9,500	85,500
<b>City Impact Fees</b>										<b>2,308,611</b>
Impact-Admin Fee-3%	8,496	N/A	8,496	N/A	11,328	9,912	8,496	8,496	11,999	67,223
Park Impact Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	NA	
Fire Impact Fee	94,800	N/A	94,800	N/A	126,400	110,600	94,800	94,800	215,220	831,420
Police Impact Fee	18,492	N/A	18,492	N/A	24,656	21,574	18,492	18,492	37,944	158,142
Roadway Impact Fee	169,908	N/A	169,908	N/A	226,544	198,226	169,908	169,908	147,424	1,251,826
									<b>Total City of Canton Fees</b>	<b>9,112,751</b>
Assumptions:	8" Domestic for Tower									
	3" Domestic for MOB's									
	1" Irrigation for all buildings									
	8" DDCA for all buildings									
	Parking Decks will only have DDCA									
Addition Permit fees per Suite in MOB's										
	Plan Review Fee = 50% of Commercial Building Fee up to \$2500									
	Fire Permit Fee = (Gross Sq. Footage) x 0.015 minimum \$100									
	CO/CC fee = (Gross Sq. Footage x \$75.00) x 0.0025 minimum \$350									
	Fire CO Fee = \$100									
	Technology Fee = \$10									

# Northside-Cherokee Blvd (AKA Commerce Blvd)

## Roadway Impact Fee Funds Received

City Payment #	Total	Status
1	48,943.98	Paid
2	15,158.15	Paid
3	13,511.65	Paid
4	350,416.11	Paid
5	13,434.22	Paid
6	139,260.41	Paid
7	33,215.74	Paid
8	16,160.86	Paid
9	61,695.31	Paid
10	34,862.18	Paid
11	129,723.40	Paid
12	40,942.16	Paid
13	29,147.09	Paid
14	16,387.60	Paid
15	49,417.83	Paid
16	14,449.06	Paid
17	10,012.47	Paid
18	6,530.25	Paid
<b>Total</b>	<b>1,023,268.47</b>	
<b>Total Owed</b>	<b>(2,619,277.67)</b>	

**Balance Owed (1,596,009.20)**

First Amendment to Dev Agrmnt April 3, 2012 DB11792Pg70 Par 2.

**Northside Owed \$ 2,619,277.67**