

Agreement for Contribution in Lieu of Sidewalk Construction

This agreement is dated this _____ day of _____, 20____ by and between the Town of Holly Ridge, located at 212 N Dyson St., Holly Ridge NC 28445 and,

(Name of Person, Corporation)

(the "Developer") having a principal business at:

(Business Address of Person, Corporation)

Whereas, the Developer has applied for an Improvement Location Permit ("Permit") from the Town for property commonly referred to as:

(Address of Subject Property)

more particularly described by the legal description contained in Attachment "A", attached hereto and incorporated by reference, and work performed pursuant to the Permit will result in the development or redevelopment of a building(s); and

Whereas, the construction of building(s) increases the impact upon the Town's transportation network, including sidewalks, at, near, and around the immediate site of construction, drawing employees, customers, and other members of the general public from throughout the Town and County; and

Whereas, the zoning ordinance of the Town of Holly Ridge, Onslow County, North Carolina, as amended by the General Ordinance *ARTICLE VII Section 7-40 Pedestrian Sidewalks*, requires the installation of sidewalks upon the development of the property; and

Whereas, payment in lieu of actual construction of the sidewalks is an option authorized by the zoning ordinance of the Town of Holly Ridge, Onslow County, North Carolina, as amended by the General Ordinance *ARTICLE VII Section 7-40 Pedestrian Sidewalks*, that may be exercised by the Developer; and

Whereas, the Developer voluntarily chooses and agrees to a contribution (the "Contribution Amount") to the Town in lieu of sidewalk construction at the Subject Property; and

Whereas, the Town has established an exclusive fund for the construction of sidewalks; and

Whereas, pursuant to General Ordinance *ARTICLE VII Section 7-40 Pedestrian Sidewalks*, the Developer and the Town hereby enter into this agreement (the “Agreement”) pursuant to the terms and conditions set forth herein;

Now Therefore, in consideration of the foregoing mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Formula.** The Developer agrees to contribute to the Town an amount related to the Subject Property and proposed development in lieu of installing the required sidewalks, which amount is requested by the application for the Permit and calculated pursuant to the appropriate formula, as reflected in **Sidewalk Payment Rate Formula, A. B. C.** (choose one)

Agreement for Contribution in Lieu of Sidewalk Construction - Continued

Formula (A) For property in a **Commercial Zoning classification of a Special Zoning classification**, the Developer agrees to contribute an amount of money equal to the numerical length in feet of the derived Sidewalk Responsibility multiplied by the Sidewalk Payment Rate. The Sidewalk Responsibility is 5 linear feet of sidewalk per 100 square feet or fraction thereof of the gross floor area to be constructed, erected, enlarged, extended, reconstructed, converted to a commercial use, or the gross floor area of the relocated building or addition. The Sidewalk Payment Rate shall be in accordance with the following table:

Year	Sidewalk Payment Rate
2011	\$25.00 per linear foot of Sidewalk Responsibility
2012	\$25.60 per linear foot of Sidewalk Responsibility
2013	\$26.20 per linear foot of Sidewalk Responsibility
2014	\$26.80 per linear foot of Sidewalk Responsibility
2015	\$27.40 per linear foot of Sidewalk Responsibility
2016	\$28.00 per linear foot of Sidewalk Responsibility
2017	\$28.60 per linear foot of sidewalk Responsibility
2018	\$29.20 per linear foot of sidewalk Responsibility
2019	\$29.80 per linear foot of sidewalk Responsibility
2020	\$30.40 per linear foot of sidewalk Responsibility

Formula (B) For property in a **Dwelling District Zoning classification**, the Developer agrees to contribute an amount of money equal to the numerical length in feet of the derived Sidewalk Responsibility multiplied by the Sidewalk Payment Rate. The Sidewalk Responsibility is 5 linear feet of sidewalk per 100 square feet or fraction thereof of the gross floor area to be constructed, erected, enlarged, extended, reconstructed, converted to a residential use, or the gross floor area of the relocated building or addition. The Sidewalk Payment Rate shall be in accordance with the following table:

Year	Sidewalk Payment Rate
2011	\$25.00 per linear foot of Sidewalk Responsibility
2012	\$25.60 per linear foot of Sidewalk Responsibility
2013	\$26.20 per linear foot of Sidewalk Responsibility
2014	\$26.80 per linear foot of Sidewalk Responsibility
2015	\$27.40 per linear foot of Sidewalk Responsibility
2016	\$28.00 per linear foot of Sidewalk Responsibility
2017	\$28.60 per linear foot of sidewalk Responsibility
2018	\$29.20 per linear foot of sidewalk Responsibility
2019	\$29.80 per linear foot of sidewalk Responsibility
2020	\$30.40 per linear foot of sidewalk Responsibility

Formula (C) For property in an **Industrial Zoning classification**, the Developer agrees to contribute an amount of money equal to the numerical length in feet of the derived Sidewalk Responsibility multiplied by the Sidewalk Payment Rate. The Sidewalk Responsibility is 3 linear feet of sidewalk per 100 square feet or fraction thereof of the gross floor area to be constructed, erected, enlarged, extended, reconstructed, converted to an industrial use, or the gross floor area of the relocated building or addition. The Sidewalk Payment Rate shall be in accordance with the following table:

Year	Sidewalk Payment Rate
2015	\$25.00 per linear foot of Sidewalk Responsibility
2016	\$25.60 per linear foot of Sidewalk Responsibility
2017	\$26.20 per linear foot of Sidewalk Responsibility
2018	\$26.80 per linear foot of Sidewalk Responsibility
2019	\$27.40 per linear foot of Sidewalk Responsibility
2020	\$28.00 per linear foot of Sidewalk Responsibility

The Sidewalk Responsibility shall not exceed the cumulative length of the eligible public streets of the freestanding lot or integrated center, excepting interstate, expressway, freeway, as indicated in the current Official Thoroughfare Plan, and other full control of access frontages as determined by the Administrator. Eligible public street is that portion of a public street abutting a lot or project, or that portion of a public street between the lot-lines extended from which a lot or project gain access.

2. Calculation. The specific values assigned to the above formula include:

Gross floor area calculated is _____ sq. ft.

Sidewalk Responsibility rate is _____ linear feet per 100 sq. ft.

Sidewalk Payment Rate including any annual increase is \$ _____

Cumulative length of the eligible public streets is _____ linear feet

Contribution Amount is \$ _____

- 3. Payment.** The Developer agrees to pay the Contribution Amount in full at or before the time of permit issuance.
- 4. Use of Funds.** The Town agrees to use the Contribution Amount funds received for the exclusive purpose of constructing of sidewalks within the Town of Holly Ridge, North Carolina. However, the Developer acknowledges and understands the Town's right to leverage any funds received in lieu of sidewalk construction in an effort to procure additional funds for sidewalks. The Developer further acknowledges and understands that the Town has no obligation to construct a sidewalk at or near the Developer's property or any other particular location within the Town of Holly Ridge or Onslow County. The Developer acknowledges, understands, and consents to the absolute discretion of the Town in determining the location of any sidewalk construction.
- 5. Amendment.** This Agreement shall only be amended by a written agreement executed by both the Developer and the Town of Holly Ridge.
- 6. Recording.** The Developer hereby authorized the Town of Holly Ridge to record this Agreement in the office of the Recorder of Onslow County, North Carolina.
- 7. Enforcement.** This Agreement may only be enforced by the parties hereto. No third party shall have standing to enforce the terms of this Agreement.
- 8. Waiver of Objections.** The Developer, for itself and its successors and assigns hereby waives any objection that it may have to the payment, or the Town's use of the funds.
- 9. Entire Agreement.** This agreement contains the entire Agreement between the Developer and the Town of Holly Ridge regarding this subject matter,

Town of Holly Ridge, North Carolina

By: _____ Printed: _____
Developer

By: _____ Printed: _____

