

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and among **FORSYTH COUNTY**, a political subdivision of the State of Georgia (“County”), **FRANCES JANETTE ROBINSON**, an individual (“Robinson”) and **JOYCE CROY**, an individual (“Croy”).

### RECITALS:

**WHEREAS**, County is the owner of approximately 8.60 acres of real property located at 1605 Canton Highway, Cumming, Forsyth County, Georgia, with assigned tax parcel number 099 055, and being more particularly described in Exhibit “A” attached hereto (the “County Tract”); and

**WHEREAS**, Robinson is the owner of approximately 3.54 acres of real property located at 1601 Canton Highway, Cumming, Forsyth County, Georgia, with assigned tax parcel number 099 051, and being more particularly described in Exhibit “B” attached hereto (the “Robinson Tract”); and

**WHEREAS**, Croy is the owner of approximately 7.94 acres of real property located at 1609 Canton Highway, Cumming, Forsyth County, Georgia, with assigned tax parcel number 099 053, and being more particularly described in Exhibit “C” attached hereto (the “Croy Tract”); and

**WHEREAS**, Robinson and Croy are sisters; and

**WHEREAS**, the County Tract, the Robinson Tract, and the Croy Tract all abut each other as shown in the tax map exhibit attached marked Exhibit “D”; and

**WHEREAS**, the County is undertaking to develop the County Tract to include, among other things, a trail head area to service the County’s Big Creek Greenway trail (the “Project”); and

**WHEREAS**, Croy has an access easement for ingress and egress between SR 20, across the southeastern portion of the County Tract northwest of the property boundary line with the Robinson Tract, across a portion of the Robinson Tract southeast of the property boundary line with the County Tract, and the backside of the Croy Tract (the “Croy Easement”); and

**WHEREAS**, during the development and construction of the Project, the Croy Easement will be unavailable for any use as such easement is within the Project construction area; and

**WHEREAS**, the County has agreed to construct and maintain alternate access for ingress and egress between SR 20 and the backside of the Croy Tract until the Project is completed; and

**WHEREAS**, the County, Robinson, and Croy all desire to participate in this Agreement towards the common goal of an improved access roadway from SR 20 into and through the County Tract and to otherwise facilitate the County’s orderly administration of the Project and any activity that is in the vicinity of the parties’ common property boundary lines.

**NOW THEREFORE**, for and in consideration of the Ten Dollars (\$10.00) in hand paid by the parties, one to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, such adequacy and sufficiency covering all rights and obligations between the parties herein, the parties hereto hereby agree as follows:

## ARTICLE 1

### ADMINISTRATION AND CONSTRUCTION OF THE PROJECT

1.1 Administration. Robinson and Croy acknowledge that the County is the sole owner and administrator of the Project.

1.2 Disposition of Access Easement to Croy Tract. During the development and construction of the Project, the Croy Easement will be unavailable for any use. The County will construct and maintain alternate access for ingress and egress between SR 20 and the backside of the Croy Tract until the Project is completed. Upon completion of the Project, including the improvements within the new right-of-way area, Croy's easement rights across the County Tract will no longer be necessary to access the backside of the Croy Tract and, therefore, will be terminated and extinguished.

1.3 Project Construction. As part of the Project, the County will propose modifications to the access drive area such that the access drive is developed into a fully-functioning public road from the County Tract intersection with SR 20 (aka Canton Highway) and along the common boundary line between the County Tract and the Robinson Tract and between the County Tract and the Croy Tract. County will coordinate with Robinson and Croy as to the design of the new road to be constructed as a part of the Project. Robinson and Croy hereby grants, as necessary for Project construction, any reasonably necessary temporary construction easements on the Robinson Tract and on the Croy Tract. Additionally, Robinson and Croy will grant and convey any permanent easements and fee simple right-of-way area necessary to facilitate the Project including the improvements to be constructed by the County within the new right-of-way area.

1.4 Access from Robinson Tract and Croy Tract to the New Road. Once the improvements within the new right-of-way area are completed, such County right-of-way will abut both the Robinson Tract and the Croy Tract. As part of the development of the construction plans for the new roadway, the County will coordinate with Robinson and Croy to include driveway access points (limited to a total of three).

## ARTICLE 2

### MISCELLANEOUS

2.1 Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted by electronic email or sent by, sent by FedEx or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made; provided, however, if sent by electronic mail, such notice shall be deemed to have been received if sent p.m. on a business day; otherwise, on the next business day. Any notice of default hereunder that is sent via email must also be delivered via an overnight

delivery service. Notice given in any other manner shall not be effective, even if actually received by the party to be notified. The addresses of the signatories to this Agreement are set forth below:

To County: Forsyth County, Georgia  
Attention: David W. McKee, Assistant County Manager  
110 E. Main Street, Suite 210  
Cumming, Georgia 30040  
Email: [DWMcKee@forsythco.com](mailto:DWMcKee@forsythco.com)

With copies to: Jarrard & Davis, LLP  
Attention: Jeff Strickland, Esq.  
222 Webb Street  
Cumming, Georgia 30040  
Email: [jstrickland@jarrard-davis.com](mailto:jstrickland@jarrard-davis.com)

To Robinson: Frances J. Robinson  
31 Country Lane  
McBee, South Carolina 29101-9728  
E-Mail: \_\_\_\_\_

With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

To Croy: Joyce Croy  
1609 Canton Highway  
Cumming, Georgia 30040  
Email: \_\_\_\_\_

With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

or to such other address as either party hereto shall from time to time designate to the other party by five (5) days' notice in writing as herein provided.

2.2 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

2.3 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective

businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

2.4 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

2.5 Time. Time is of the essence of this Agreement.

2.6 Nonwaiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

2.7 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia without regard to its conflict of laws rules.

2.8 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that except as hereinafter provided, none of the parties hereto may assign their rights or delegate their duties and responsibilities under this Agreement without the prior written consent of the other parties.

2.9 Dates. If the date for performance of any action under this Agreement shall fall on a Saturday, Sunday or legal holiday, such date for performance automatically shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. TIME IS OF THE ESSENCE with respect to the performance and observance of any of the obligations under this Agreement by each Owner.

2.10 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement and attached to this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each such exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

2.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

2.12 References. All references to Sections shall be deemed to refer to the appropriate Section of this Agreement. Unless otherwise specified in this Agreement, the terms “herein,” “hereof,” “hereunder” and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Section or Sections hereof.

2.13 No Obligations to Third Parties. None of the obligations and duties of the parties under this Agreement shall in any way or in any manner be deemed to create any obligation of the parties to, or any rights in, any person or entity other than the parties hereto.

2.14 Representation. Any party hereto may designate one or more representatives to act in its or their behalf regarding any duty, obligation, or coordination referenced herein.

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and year first above written.

**FORSYTH COUNTY**, a political  
subdivision of the State of Georgia

By: \_\_\_\_\_  
Alfred John, Chairman

ATTEST:

By: \_\_\_\_\_  
Rhonda Hansard, County Clerk

[AFFIX COUNTY SEAL]

\_\_\_\_\_  
**FRANCES JANETTE ROBINSON**

\_\_\_\_\_  
**JOYCE CROY**

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My Commission Expires:

My Commission Expires:

[AFFIX NOTARY STAMP]

[AFFIX NOTARY STAMP]

**Exhibit "A"**

**COUNTY TRACT DESCRIPTION**

All that tract or parcel of land being approximately 1.697 acres, lying in Land Lot 955, 3<sup>rd</sup> District, 1<sup>st</sup> Section of Forsyth County, Georgia, and being more particularly described in that certain Limited Warranty Deed dated June 17, 2016, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 7807, Page 77.

**TOGETHER WITH:**

All that tract or parcel of land being approximately 3.00 acres, lying in Land Lot 955, 3<sup>rd</sup> District, 1<sup>st</sup> Section of Forsyth County, Georgia, and being more particularly described in that certain Limited Warranty Deed dated August 7, 2020, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 9531, Page 578.

**TOGETHER WITH:**

All that tract or parcel of land being approximately 4.1609 acres, lying in Land Lot 955, 3<sup>rd</sup> District, 1<sup>st</sup> Section of Forsyth County, Georgia, and being more particularly described in that certain Limited Warranty Deed of Gift dated August 7, 2020, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 9531, Page 583.

And subject to any other deeds and instruments recorded in the real property records of Forsyth County, Georgia, but not specifically referenced here.

**Exhibit "B"**

**ROBINSON TRACT DESCRIPTION**

All that tract or parcel of land being approximately 3.57 acres, lying in Land Lot 955, 3rd District, 1st Section of Forsyth County, Georgia, and being more particularly described in that certain Warranty Deed dated August 14, 1984, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 270, Page 257.

And subject to any other deeds and instruments recorded in the real property records of Forsyth County, Georgia, but not specifically referenced here.

**Exhibit "C"**

**CROY TRACT DESCRIPTION**

All that tract or parcel of land being approximately 1.42 acres, lying in Land Lot 955, 3rd District, 1st Section of Forsyth County, Georgia, and being more particularly described in that certain Deed of Assent dated October 9, 2010, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 5909, Page 641.

**TOGETHER WITH:**

All that tract or parcel of land being approximately 3.22 acres, lying in Land Lot 955, 3rd District, 1st Section of Forsyth County, Georgia, and being more particularly described in that certain Warranty Deed dated October 17, 1989, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 468, Page 305.

**TOGETHER WITH:**

All that tract or parcel of land being approximately 3.57 acres, lying in Land Lot 955, 3rd District, 1st Section of Forsyth County, Georgia, and being more particularly described in that certain Warranty Deed dated August 14, 1984, and recorded in the real property records of Forsyth County, Georgia, at Deed Book 270, Page 258.

And subject to any other deeds and instruments recorded in the real property records of Forsyth County, Georgia, but not specifically referenced here.



Exhibit "D"

