

DEVELOPMENT AGREEMENT
FOR
FOXTRAIL

THIS DEVELOPMENT AGREEMENT FOR FOXTRAIL (this “**Agreement**”) is made and entered into effective as of the _____ day of _____ 2026 (the “**Effective Date**”), by and between THE CITY OF JONESBORO, a Georgia municipal corporation (“**Jonesboro**” or the “**City**”), by and through its Mayor and City Council, and FOXTRAIL 90 LOTS, LLC, a Georgia limited liability company (“**Developer**”). Herein, Jonesboro and Developer may be referred to each as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Section 2.10 of the Charter of the City of Jonesboro, Georgia provides that “[t]he legislative authority of the government of th[e] [C]ity [of Jonesboro], except as otherwise specifically provided in th[e] [City’s] charter, shall be vested in a city council to be composed of a mayor and six (6) councilmembers”; and

WHEREAS, Developer owns that certain tract or parcel of land identified as Clayton County Tax Parcel Identification Number 05241D A001 and the postal address 217 S. Main Street, Jonesboro, Georgia 30236 and more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by this and each reference thereto (the “**Property**”); and

WHEREAS, the Property is zoned within the H-2 historic district (“**H-2**”) under the 2005 Jonesboro Zoning Ordinance (the “**Zoning Ordinance**”), codified as Chapter 86 of the Code of Ordinances, City of Jonesboro, Georgia (the “**Code of Ordinances**”); and

WHEREAS, the Property is not located within any overlay zone under the Zoning Ordinance; and

WHEREAS, under Section 86-204 (Table of uses allowed by zoning district) of the Zoning Ordinance, single-family attached townhomes are a conditional use in the H-2 zoning district; and

WHEREAS, Section 86-202 (townhouses and condominiums) of the Zoning Ordinance provides that “[t]he standards of the R-A district shall control development of townhouses . . .” notwithstanding any provision of the Zoning Ordinance to the contrary, including, but not limited to, Section 86-103(1)(2); and

WHEREAS, Developer filed, and on July 10, 2023, the Mayor and City Council of Jonesboro (the “**Mayor and Council**”)¹ held public hearings on, Conditional Use Permit Application Number 23-CU-010 (the “**Conditional Use Application**”) and Variance Application

¹ Any reference to the Mayor and City Council (or similar terms herein) refers to the city council referenced in Section 2.10 of the Charter of the City of Jonesboro, Georgia.

Number 23-VAR-002 (the “**Variance Application**”, and collectively with the Conditional Use Application, the “**Applications**”); and

WHEREAS, the Applications collectively sought entitlements necessary for the development of the Property for a single-family residential townhome community (the “**Development**”); and

WHEREAS, the Mayor and Council on August 14, 2023 approved the Conditional Use Application authorizing the use of the Property for the Development subject to the following conditions (collectively the “**CUP Conditions**” and each a “**CUP Condition**”):

1. The development shall not exceed 90 dwelling units;
2. Final architectural exteriors shall be subject to review and approval by the Design Review Commission and the Historic Preservation Commission;
3. A developer’s agreement shall be provided to and approved by the Mayor and Council pertaining to architectural and site design elements, including street lights. The development shall form an HOA;
4. Final landscape plan shall be subject to review and approval by the Community Development Director;
5. The development shall be subject to the requirements of the Specimen Tree Protection Ordinance [under Chapter 82, Article III of the Code of Ordinances, City of Jonesboro, Georgia], including any necessary tree replacement and/or recompense for removed specimen trees;
6. For the greenspace area adjacent to the railroad, existing trees directly adjacent to the railroad line shall be preserved to the maximum extent possible;
7. The existing grave on the subject property shall be protected by a 10-foot wide, undisturbed buffer on all sides. Any future relocation of the grave to another property shall follow all State and local guidelines;
8. Minimum 4-foot-wide concrete sidewalks shall occur down the entire frontage of the property;
9. The standards of Chapter 66, Article VIII Street Light Districts [of the Code of Ordinances, City of Jonesboro, Georgia] shall apply;
10. Townhomes directly adjacent to South Main Street shall face South Main Street;
11. At least one of the two proposed subdivision entrances shall be right-in, right-out only;
12. Proposed street names are subject to approval by the Mayor and Council and Clayton County GIS; and
13. Minimum 8-foot tall, solid, acoustic fencing shall be installed along the property line adjacent to the railroad track; and

WHEREAS, the Mayor and Council, also on August 14, 2023, approved the Variance Application granting a variance permitting the following development standards under, but notwithstanding any provisions to the contrary in, Sections 86-202 (townhouses and condominiums) and 86-100 (R-A single-family attached residential district regulations) of the Zoning Ordinance:

1. 25-foot rear yard setback for dwellings adjacent to [i.e., fronting on] South Main Street;
2. 90 maximum number of dwelling units;
3. Minimum concrete driveway width of 16 feet for 20-foot-wide dwelling units;
4. Minimum dwelling unit width of 20 feet; and
5. A maximum of 70% of dwelling units shall have front-entry/front-loaded access/garages; and

WHEREAS, the Mayor and City Council imposed the following conditions of approval (collectively, the “**Variance Conditions**” and each a “**Variance Condition**”) when approving the Variance Application:

1. No garage doors shall face South Main Street;
2. All 24-foot-wide dwelling units shall have minimum 18-foot-wide concrete driveways; and
3. All units shall have minimum 30-foot-long concrete driveways, from garage door edge to back of curb; and

WHEREAS, Jonesboro, pursuant to Section 86-245 (site plan approval required) of the Zoning Ordinance approved a site plan for the Property, issued to Developer a land disturbance permit (the “**LDP**”) for development of the Property pursuant to the approved Applications, the CUP Conditions, the Variance Conditions, and said site plan, and as shown on those certain Land Disturbance Plans for Foxtrail, a Townhome Subdivision (the “**LDP Plans**”), prepared by Ashford Engineers South, LLC for Templar Development, dated April 4, 2024, last revised May 30, 2025, and which LDP Plans are part of the LDP, on file with the City’s Community Development department, and incorporated herein by reference as if fully set forth herein; and

WHEREAS, Developer improved the Property with street/roadway, stormwater, water, sanitary sewer, and other utility infrastructure pursuant to the LDP and the LDP Plans as a 86 attached single-family residential lot subdivision with amenities (the “**Development**” or “**Foxtrail**”); and

WHEREAS, this Agreement is a development agreement satisfying CUP Condition Number 3; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Architectural Elements. Consistent with Sections 86-100(c) and 86-202 of the Zoning Ordinance, the architecture within townhomes within the Development shall comply with the following requirements:
 - A. At least three (3) different elevations shall be constructed within the Development.

B. The townhomes within the Development shall comply with the following requirements:

- i. Townhome shall be a minimum of twenty feet (20') wide;
- ii. Townhomes directly adjacent to South Main Street shall face South Main Street;
- iii. A maximum of seventy percent (70%) of the townhomes shall have front-entry/front-loaded access/garages;
- iv. Notwithstanding Section 86-100(b)(13) of the Zoning Ordinance, dwellings adjacent to (i.e., fronting on South Main Street) shall have a 25-foot rear yard setback;
- v. No garage doors may face South Main Street;
- vi. All driveways shall be concrete and a minimum of (1) 30-feet long, from garage door edge to back of curb and (2) 16 feet wide for 20-foot-wide dwelling units or 18 feet wide for 24-foot-wide dwelling units;
- vii. Each front-entry driveway shall be scored or finished with decorative treatment, including, but not limited to, stamped concrete;
- viii. The facades of townhomes shall visually differentiate individual units through the use of architectural materials;
- ix. A minimum of fifty percent (50%) of the front elevation of each townhome shall consist of brick, stone, and/or cementitious siding (which may be board, single, or lap siding); provided that variations may be approved by the Community Development Director and/or design review commission and historic preservation commission; and
- x. Split-faced concrete block, stucco, or granite block shall only be used for accents.

C. Mechanical systems (such as air conditioning units and satellite dishes) shall be placed shall be placed into the rear of properties to minimize visibility from the public view.

D. Final architectural exteriors (i.e., elevations) shall be subject to review by the Design Review Commission and review and approval by the Historic Preservation Commission.

2. Site Design Elements.

A. The Development has been and shall be developed pursuant to the LDP, with a maximum number of 90 dwelling units and in compliance with the Zoning Ordinance, the CUP Conditions, and the Variance Conditions.

B. The Development and the use of the Property shall comply with the CUP Conditions and the Variance Conditions.

C. The 8-foot tall, solid, acoustic fencing referenced in CUP Condition 13 shall be generally as show on Exhibit "B" attached hereto and incorporated herein by this and each reference thereto.

D. A minimum 4-foot-wide concrete sidewalks shall occur down the entire frontage of the property.

E. The existing grave on the Property shall be protected by a 10-foot wide, undisturbed buffer on all sides.

F. At least one of the two proposed subdivision entrances shall be right-in, right-out only.

G. This Agreement constitutes Developer's petition pursuant to Section 66-201 of the Code of Ordinances for the creation of a street light district for the Development/the Property for the purposes of providing power and maintenance to the streetlights constructed within the Development. This Agreement contains all of the information required for such petition under Section 66-201(b) of the Code of Ordinances. Additionally, the location of the street lights within the Development shall be subject to approval by the Mayor and Council.

3. Notices. All notices under this Agreement shall be given in writing and shall be deemed sufficient if hand delivered, sent by national overnight courier, or sent by registered or certified U.S. Mail, postage prepaid thereon, addressed as follows:

To: FOXTRAIL 90 LOTS, LLC
Attn: Legal
160 Whitney Street
Fayetteville, Georgia 30214

To: The City of Jonesboro
Attn: _____
1859 City Center Way
Jonesboro, Georgia 30236

The designation of the person to be notified on behalf of a Party or the address of said person may be changed at any time by similar notice. Any notice sent in compliance with the requirements of this Section shall be deemed received on the earlier to occur of (i) the date such notice is actually received by the Party or Parties to whom such notice is addressed, or (ii) the seventh (7th) Business Day following the date such notice is deposited with a national overnight courier or in the United States Post Office or any other official depository of the United States mail, provided that the sender receives from such courier or such post office confirmation of actual delivery to the recipient.

4. Counterparts. This Agreement may be executed in multiple physical or electronic counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. Headings. All titles, subjects, headings, articles, and section titles and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the contents or scope of this Agreement.
6. Governing Law. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Georgia (without giving effect to the principles of conflict of laws).
7. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition shall be held invalid, illegal, or unconstitutional by any court or administrative body having jurisdiction, it is the intention of the Parties that in lieu of each such term, covenant, or condition that is invalid, illegal, or unconstitutional there be added as part of this Agreement, a term, covenant, or condition as similar in terms as possible to such invalid, illegal, or unconstitutional term, covenant, or condition that is deemed valid by such court or administrative body. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written. The WEHREAS/recital clauses to this Agreement and the Exhibits attached hereto are material parts of this Agreement and are incorporated herein by this and every reference thereto. The Parties represent and warrant to each other and agree that the WEHEREAS/recital clauses to this Agreement are true and correct.
9. Transfer of Property. The rights and obligations of this Agreement shall run with the land and be binding upon Developer's successor(s) in title.
10. Building Permits and Requirements. Subject to the terms and conditions of this Agreement, all future building permits, development, and construction within the Property shall be pursuant to the City's ordinances, including, but not limited to, ordinances related to permitting, inspections, and building codes. Developer or (after the Developer no longer owns the Property) its successor(s) in title shall be responsible for paying all normal and customary City inspection fees, impact fees, and costs.
11. Incorporation of this Agreement. This Agreement, by the parties' signatures hereto, shall be a part of and incorporated within the ordinances of the City.
12. City Remedies. If the Developer fails to comply with the terms of this Agreement and after 30 days' notice to Developer of such failure and Developer's failure to timely commence to cure such failure, the City may utilize all of the remedies available to the City at law or equity to enforce this Agreement, including citations for violations, injunctive relief, and equitable remedies.
13. Dedication of Subdivision Roads. The public streets within the Development shall have a minimum right of way of 40 feet in width, and the pavement within such rights of way shall be a minimum of 20 feet wide, inclusive of curbs and gutters. The City may accept dedication of the roads and stormwater facilities contained within the Property provided that such roads and

stormwater facilities were built in compliance with the all applicable City, state, and federal laws, rules, and regulations in effect when a land disturbance permit was issued for the Development and as modified herein, and no act or omission of the City shall be deemed to waive the requirement that all roads be so constructed.

14. Modifications. The Mayor and City Council, without the need to amend this Agreement, in a writing signed by the Mayor and City Council, may approve minor modifications or deviations to the requirements of this Agreement, including, but not limited to, housing styles not contemplated herein that may be requested by potential purchasers of all or a portion of the Development.

IN WITNESS WHEREOF, The Parties hereto have caused this Development Agreement to be executed in their respective names effective as of the date and year first above written.

CITY OF JONESBORO,
a Georgia municipal corporation

By: _____
Dr. Donya L. Sartor, Mayor

Date: _____

ATTEST:

By: _____
_____, _____

[SIGNATURES CONTINUE ON NEXT PAGE]

FOXTRAIL 90 LOTS, LLC,
a Georgia limited liability company

By: CK3

Name: CHRIS KNIGHT

Its: Manager

Date: 8-5-26

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All that tract or parcel of land lying and being in Land Lot 241 of the 5th Land District and Land Lot 1 of the 6th Land District of Clayton County, Georgia, in the City of Jonesboro, containing 12.175 acres, more or less, as shown on that ALTA/NSPS Title Survey for Foxtrail 90 Lots, LLC, et.al, dated January 15, 2025, last revised April 25, 2025, by W & A Engineering, certified by John F. Brewer (GRLS 2905), designated as Job No. 24-00575, and being more particularly described per said survey as follows:

COMMENCING at the centerline intersection of South Avenue (30' R/W) and South Main Street (50' R/W), thence North 46 degrees 50 minutes 49 seconds East with a distance of 30.56 feet to a capped 1/2" rebar found on the easterly right-of-way of South Main Street, said point being the TRUE POINT OF BEGINNING.

Thence following along said right-of-way, North 08 degrees 26 minutes 35 seconds West with a distance of 180.00 feet to a 1/2" rebar found; thence leaving said right-of-way, North 81 degrees 40 minutes 09 seconds East with a distance of 405.63 feet to a point on the westerly right-of-way of Georgia Railroad; thence following along said right-of-way, South 26 degrees 55 minutes 56 seconds East with a distance of 193.00 feet to a capped 1/2" rebar found; thence South 20 degrees 34 minutes 17 seconds East with a distance of 207.00 feet to a capped 1/2" rebar found; thence South 15 degrees 25 minutes 27 seconds East with a distance of 160.00 feet to a capped 1/2" rebar found; thence South 14 degrees 16 minutes 46 seconds East with a distance of 575.11 feet to a capped 1/2" rebar found; thence South 89 degrees 29 minutes 26 seconds West with a distance of 458.81 feet to a 5/8" rebar found on the easterly right-of-way of South Main Street; thence following along said right-of-way, North 28 degrees 13 minutes 24 seconds West with a distance of 200.66 feet to a capped 1/2" rebar found; thence following along an arc of a curve to the right, said curve having a radius of 1102.37 feet, having a chord bearing of North 19 degrees 16 minutes 36 seconds West and a chord distance of 330.93 feet, and an arc length of 332.19 feet to a capped 1/2" rebar found; thence North 09 degrees 02 minutes 10 seconds West with a distance of 360.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

ACOUSTIC FENCING

