

**Action Requested/Required:**

- ☐ Vote/Action Requested  
☒ Discussion or Presentation Only  
☐ Public Hearing  
Report Date: 8/30/23  
Hearing Date: \_\_\_\_\_  
Voting Date: \_\_\_\_\_

**Department:** Community Development **Presenter(s) & Title:** Steve Green  
Zoning Administrator

**Agenda Item Title:**

Revised Growth Boundary Agreement and Memorandum of Understanding

**Summary:**

The County has requested the City to reconsider the previously approved Growth Boundary Agreement and Memorandum of Understanding. The County has added language on items that was discussed between the City and County on August 15, 2023.

**Budget Implications:**

Budgeted? ☐ Yes ☐ No ☐ N/A

Total Cost of Project:  Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other:

**Staff Recommendations:****Reviews:**

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

**Attachments:**



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## MEMO

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TO: Mayor and City Council

FROM: Steve Green, Zoning Administrator  
CC:

SUBJECT: Growth Boundary Agreement

DATE: August 30, 2023

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On August 3, 2023 the Mayor and Council approved the Growth Boundary Agreement as presented by Cherokee County with the exception of the area just west of the airport remaining in the Growth Boundary Area plus adding the area on the south side of Highway 5. The staff was under the impression that these were the final documents which the County wanted signed. After City approval the County contacted the City requesting a meeting to discuss the documents as they were in final form.

Mayor Grant, Mr. Peppers, Mr. Ingram and I met with the County to discuss the Agreement. Several issues were discussed some of which included the area commonly referred to as Canton West (the County wanted the City relinquish that area on the Growth Boundary Map), the maximum density of the Canton West area, the establishment of a single email address which annexation and rezoning applications could be sent to, the right of first refusal for 640 acres the County is planning on purchasing from the CCWSA.

The Growth Boundary Agreement and the Memorandum of Understanding have been revised by the County (revisions are highlighted in yellow) and sent to the City for review. Also included is a map showing the unincorporated islands within our city limits. The County has stated that they would likely have no objections if and when the City or the property owners wanted to have these areas annexed.

I do not see any areas of concern within the documents however I would strongly encourage that Mr. Dyer or Mr. Rusbridge review them prior to the Mayor and City Council approving them.

Should you have any questions please feel free to contact me.



Steve Green &lt;steve.green@cantonga.gov&gt;

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## Updated Canton Growth Boundary per 8.15.2023 Meeting with City

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Geoff Morton &lt;gmorton@cherokeega.com&gt;

Tue, Aug 29, 2023 at 9:40 AM

To: Billy Peppers &lt;billy.peppers@cantonga.gov&gt;, Steve Green &lt;steve.green@cantonga.gov&gt;, Bill Grant &lt;bill.grant@cantonga.gov&gt;, Nathan Ingram &lt;nathan.ingram@cantonga.gov&gt;

Cc: "Brantley E. Day" &lt;bday@cherokeega.com&gt;, Kevin Turner &lt;jkturner@cherokeega.com&gt;, Margaret Stallings &lt;mstallings@cherokeega.com&gt;

Good morning Billy, Steve, Nathan and Mayor Grant:

I am following up on our meeting of 8/15 regarding the Growth Boundary Agreement. I circulated some revisions based on our conversation that day to the Board of Commissioners and they concur with what staff presented to them. Attached please find the following documents that have been revised in accordance with our meeting.

1. Growth Boundary Resolution
  - a. References updated map dated August 17, 2023 that includes the area along Ball Ground Highway up to Lower Bethany Road;
  - b. Includes addition to the Future Development/Character Areas Coordination paragraph that states that "The Parties agree that the area included within the boundary generally west and south of Laurel Canyon once identified as Canton West should be developed at a low intensity not to exceed one residential unit per overall acre";
  - c. References and identifies the Unincorporated Pockets that the County would likely not object to annexation of the unincorporated pockets. Those pockets are located along Marietta Highway in south Canton and along SR 140 north of Canton, including Pea Ridge. (This is the same verbiage that is included in the City of Woodstock Growth Boundary)
2. MOU for Coordination and Communication Protocols
  - a. This is the same MOU we have with the other cities. We ask that the City of Canton provide a way (email address) for staff to communicate with the County. The version previously adopted did not include that.
3. Growth Boundary Map – Exhibit "A" to the resolution.
4. Unincorporated Pockets Map – Exhibit "B" to the resolution.
5. LOI for right-of-first refusal if the County were to ever sell the 640 acres we plan on purchasing from CCWSA. The County has still not completed that purchase.

Please review and provide any comments that the City may have. We look forward to hearing from you!

Thanks!

**Geoffrey E. Morton, P.E.**

County Manager

Cherokee County Board of Commissioners

1130 Bluffs Parkway | Canton, GA 30114

Direct: 678-493-6000 | Fax: 678-493-6013



Email: [gmorton@cherokeega.com](mailto:gmorton@cherokeega.com)  
[www.cherokeega.com](http://www.cherokeega.com)

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**5 attachments**



**2023 Canton Cherokee County Growth Boundary Resolution Draft - 8.18.2023.docx**  
43K



**2023 Canton Annexation Process MOU DRAFT - 8.18.2023.docx**  
50K



**2023 City of Canton Growth Boundary Resolution GB Map\_Exhibit A - 8.17.2023.pdf**  
1636K



**2023 City of Canton Growth Boundary Resolution Unincorporated Pockets Map - 8.17.2023.pdf**  
1648K



**LOI - 640 acres - Canton Option - 8.17.2023.docx**  
59K

STATE OF GEORGIA  
COUNTY OF CHEROKEE

MEMORANDUM OF UNDERSTANDING

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**A MEMORANDUM OF UNDERSTANDING BETWEEN THE CHEROKEE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF CANTON, GEORGIA, CITY COUNCIL ESTABLISHING COORDINATION AND COMMUNICATION PROTOCOLS FOR THE GROWTH BOUNDARY**

This Memorandum of Understanding, hereinafter referred to as "MOU," dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, made by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the "County") and the CITY OF CANTON, GEORGIA, acting by and through its duly elected City Council (hereinafter referred to as the "City"). The County and the City are collectively referred to herein as the "Parties," or "Governing Authority."

**WHEREAS**, the County and the City seek to increase and enhance coordination and communication with the Annexation Process; and

**WHEREAS**, the County and the City seek to enter into a Growth Boundary Agreement as a growth management partnership, which will promote collaborative land development planning efforts, establish service delivery expectations, and further enhance the high quality of life currently enjoyed by the citizenry; and

**WHEREAS**, the implementation of the Growth Boundary Agreement requires ongoing communication between the County and the City to ensure the Parties are informed and aware of proposed development projects and annexation petitions; and

**WHEREAS**, the General Assembly of Georgia maintains a legal right to intervene in cases in which it believes local governments have failed to best act on behalf of the interests of all residents and stakeholders, the Parties seek to enter into this growth boundary agreement as an outward sign of their shared desire to address future growth through mutual planning, communication and the constitutional principle of Home Rule; and

**WHEREAS**, a streamlined and concise communication process will ensure that timely and accurate information is transmitted correctly between the Parties; and

**WHEREAS**, while state law provides a process for annexation notifications, the Parties agree to exceed these standard requirements, to increase collaboration and communication, by providing for a more transparent and effective process; and

**WHEREAS**, the Parties agree to the coordination and communication protocols set forth herein below regarding the Annexation Process, which is defined as the official procedures

prescribed with state statute, by which property is annexed into a city and legally incorporated thereto, with or without a proposed development included; and

**WHEREAS**, the Parties want to ensure that projects proposed to the County that are inside or partially included within the Growth Boundary, are effectively communicated to the City for review and input.

1.

**Purpose; Process; Cooperation Generally.** The purpose of this MOU is to provide a practical approach to the communication and collaboration needed between the County and the City related to the Annexation Process and the operational needs of the Growth Boundary Agreement, which may not include annexation. The Growth Boundary Agreement requires effective communication between the Parties and this MOU is intended to streamline communication and work as a companion to the Growth Boundary Agreement. This MOU should be amended by the Parties as needed to remain current with changing practices and needs and is intended to be amended, as necessary, until it functions as effectively as possible for the Parties.

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the Growth Boundary Agreement details the protocols required between the County and City, when an annexation and/or development project is proposed either to the County or City within or abutting the Growth Boundary, as detailed within the GB Protocols section of the Growth Boundary Agreement, which will be known as a Growth Boundary Project or "GB Project." The requirements of this MOU apply equally to the Parties, therefore, to notify the other of GB Projects.

Finally, this MOU also addresses areas not otherwise considered by the annexation statute or other agreement between the Parties, including email communication, electronic documents, and additional opportunities to coordinate and collaborate outside of the provisions of the annexation statute. The Parties have the choice to cooperate more effectively to address growth and land use decisions; this MOU reflects this choice.

2.

**Communication.** In addition to adhering to the written notice procedures set forth in the annexation statute, O.C.G.A § 36-36-1 et seq., (hereinafter referred to as the "Statute"), the Growth Boundary Agreement, and the "Annexation Notification and Land Use Dispute Resolution Agreement," attached hereto as Exhibit "A," contained within the, "Intergovernmental Agreement for Implementation of Service Delivery Strategy" (SDS), adopted on June 15, 2021, and incorporated herein by reference, the Parties agree to communicate as follows:

- A. **Primary Contacts.** The operational needs of the Growth Boundary Agreement and the execution of this MOU require oversight and management, with decisive leadership. A single point of contact is needed from the County and the City, respectively, to represent the Parties in the execution of the Growth Boundary Agreement and this MOU, (hereinafter referred to as the "Process") to ensure the

Process is effectively managed at all times. Therefore, the County Manager, or designee, and the City Manager, or designee, are designated as the respective Primary Contacts for the County and the City and authorized by the Parties to manage the Process, given all decision-making authority to do so to achieve the best outcomes for the Parties.

- B. **Notice Email:** The City agrees that all notices, as required by Statute and Growth Boundary Agreement, will be emailed to the County at [annexnotice@cherokeega.com](mailto:annexnotice@cherokeega.com). The County agrees that this email address includes the following officials: County Attorney, County Manager, County Clerk, Community Development Agency Director, and Director of Planning & Zoning.

The County agrees that all written notices, as required by the Statute and Growth Boundary Agreement, will also be emailed to the City at \_\_\_\_\_. The City agrees that this email address includes the following officials: City Attorney, City Manager, City Clerk, Community Development Director, and Deputy Community Development Director.

The County and/or City Manager reserves the right to provide the Board of Commissioners and City Council, respectively, with any relevant information pertaining to a proposed annexation. The Parties also agree that these email addresses may be used between the Parties during GB discussions and negotiations, as necessary, but that County/City staffs may use separate email addresses, as well, for general communication.

- C. **Unimpeded Communication.** Notwithstanding any other provisions contained herein to the contrary, to avoid any confusion or miscommunication between the Parties, the Primary Contacts are authorized to waive any formalities and communicate directly by any and all means necessary and available, including but not limited to by telephone, email, in-person meeting, etc., to properly execute the provisions of this MOU and the Growth Boundary Agreement, as adopted by the Parties. The Primary Contacts are a failsafe in the communication between the Parties, striving to provide the Parties with the most up-to-date and correct information to minimize the possibility of conflict or disagreement.

3.

**Notice Documents.** In addition to the notice requirements set forth in the Statute, the SDS<sup>1</sup>, and the Growth Boundary Agreement, the Parties agrees to make a good faith effort to provide the following additional information:

- A. Dates of Public Hearings and Anticipated Decision by a Governing Authority;
- B. Deeds/Legal Descriptions associated with the GB Project;
- C. Any unincorporated strips identified with legal description;

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<sup>1</sup> In Section 2, the SDS is cited and incorporated by reference.

- D. Any Illustrative GB Project Concepts or Site Plans, high res preferred; and
- E. Area Map, illustrating the entire area proposed for the GB Project, identifying any unincorporated strips and tax parcel numbers.

All documents may be submitted electronically via email using the Notice Email. If documents are too large to email, County and City Staffs can coordinate a download protocol.

4.

**Coordination Period.** The Parties recognize that the Statute limits the ability of the Parties to coordinate the best solutions and outcomes for a requested annexation with or without a development project proposed due to the time constraints set forth for negotiations.

Additionally, the Growth Boundary Agreement includes “GB Protocols” which detail the Process needed for execution by both Parties. With two of the GB Protocols, including “County-Inside GB” and “City-Outside GB,” the Parties agree to coordinate (hereinafter referred to as the “Coordination Period”). Any GB Project that includes property located both inside and outside of the GB, also requires the Coordination Period. For the other GB Protocols, “City-Inside GB” and “County-Outside GB,” the Coordination Period is not required; however, the Parties can agree at any time to initiate the Coordination Period if both Parties agree that it is advantageous to do so.

The County Manager, or designee, and City Manager, or designee, are directed to manage the Coordination Period as follows:

- A. **Pre-Application Meeting; Notice.** Once a GB Project is communicated to the City or County at a pre-application meeting<sup>2</sup> with an applicant presenting a GB Project concept, the Parties should initiate the Coordination Period within ten (10) business days following this meeting. The Party conducting the pre-application meeting will initiate the Coordination Period by sending a Notice Email. A GB Project concept includes any illustrative exhibit of a GB Project proposed for construction on a property expected to petition for annexation or submit a rezoning application. In the absence of a proposed development, any illustrative exhibit of the annexation area expected to petition for annexation should be provided.

The Parties have respective requirements for a pre-application meeting<sup>2</sup>, however, the Parties recognize that annexation petitions and rezoning applications can be submitted at any time. Should an annexation petition or rezoning application be submitted<sup>3</sup> without a pre-application meeting, the Parties agree to make every attempt to initiate the Coordination Period prior to the acceptance<sup>4</sup> of the annexation petition or rezoning

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<sup>2</sup> A meeting required with staff prior to submitting an annexation petition and/or rezoning application.

<sup>3</sup> Submitted means the annexation petition and/or rezoning application documents were provided to the Party for review, pending Acceptance.

<sup>4</sup> Acceptance means the receiving Party has reviewed the annexation petition and/or rezoning application documents, finding the documents complete and officially processing these documents for consideration by the

application; however, the Coordination Period can be initiated upon or after acceptance of an annexation petition or rezoning application at any time by sending a Notice Email.

- B. **Response.** Upon receipt of the Notice Email, the respective Party will reply to the Notice Email within three (3) business days and propose meeting dates and times for respective staffs and/or officials to discuss the GB Project.
- C. **Initial Meeting.** The Parties agree to meet and discuss the GB Project within ten (10) business days of the date of the reply to the Notice Email.
- D. **GB Project Owner.** A Party may include the GB Project owner - property owner or owner's representative - in the meeting as part of the negotiation between the Parties.
- E. **Negotiations.** The Parties agree to communicate and negotiate in good faith to address the GB Project, mitigating impacts, if any, while working to achieve the objectives of the GB Project owner. The Parties agree to communicate and meet as often as needed during the Coordination Period. Multiple GB Projects can be coordinated at the same time.
- F. **Term.** The Coordination Period is intended to provide the opportunity for communication and negotiations to begin as early as possible, but can be initiated after an application is accepted and can operate continuously, concurrent with the public hearings process. Unless waived or terminated by either Party, the Coordination Period will continue to operate until: (1) A GB Project is adopted or denied by a Governing Authority, (2) A GB Project application is withdrawn from consideration, or (3) A GB Project is abandoned<sup>5</sup>, at which time the Coordination Period will automatically terminate. The Coordination Period can be re-initiated at any time following the process outlined herein.
- G. **Waive; Terminate.** The County Manager, or designee and City Manager, or designee, can agree to waive and either party can terminate the Coordination Period at any time with a Notice Email.

## 5.

**Good Faith.** The Parties agree to work in good faith to abide by the terms of this MOU to improve communication and enhance the effectiveness of the Growth Boundary Agreement. The Parties recognize, however, that errors and omissions can occur as well as unforeseen circumstances that might inadvertently cause the violation of the precise terms of this agreement. Therefore, the Parties agree that this MOU is intended to be enforced broadly and with maximum flexibility provided to the Parties. If a Party discovers a mistake in the execution of this MOU,

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Party.

<sup>5</sup>A GB Project is considered abandoned when more than sixty (60) business days have elapsed since the GB Project appeared on a Governing Authority meeting agenda, unless the GB Project was tabled to a specific meeting date by a Governing Authority.

simply address the mistake, advise the other Party accordingly, and move on.

6.

This MOU may not be modified, amended, or terminated without the prior written consent of the County and City.

7.

All notices or requests to amend, modify, or terminate this MOU shall be in writing and shall be effective and deemed to have been properly given or served on the third (3<sup>rd</sup>) business day following the date on which such notice was deposited in the United States Mail, postage prepaid, properly addressed and registered or certified with return receipt requested or, in the case of hand delivery, on the date of actual delivery to the address of a party as specified or changed pursuant to this paragraph. Rejection or other refusal to accept, or inability to delivery because of changed address of which no notice has been given, shall constitute receipt of such notice, demand, or request. Any such notice or request shall be addressed as follows:

The County: County Manager  
1130 Bluffs Parkway  
Canton, Georgia 30114

with copies to: County Attorney  
1130 Bluffs Parkway  
Canton, Georgia 30114

The City: City Manager  
110 Academy Street  
Canton, Georgia 30114

with copies to: City Attorney  
110 Academy Street  
Canton, Georgia 30114

subject to the right of each party to designate a different address by notice similarly given.

8.

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

9.

This MOU shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

10.

Time is of the essence in the performance of the obligations, conditions and agreements set forth in this MOU.

11.

**GB Term.** The term of this MOU runs concurrently with the SDS and shall expire on August 23, 2054.

(THIS SPACE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, County and the City have caused this MOU to be executed and sealed, as of the date and year first above set forth.

CHEROKEE COUNTY, GEORGIA

CITY OF CANTON, GEORGIA

\_\_\_\_\_  
Harry B. Johnston, Chairman

\_\_\_\_\_  
Bill Grant, Mayor

[COUNTY SEAL]

[CITY SEAL]

ATTEST:

ATTEST:

\_\_\_\_\_  
Christy Black, County Clerk

\_\_\_\_\_  
Annie Fortner, City Clerk

STATE OF GEORGIA  
COUNTY OF CHEROKEE

RESOLUTION NO. 2023-R-\_\_\_\_\_

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**A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS AND  
THE CITY OF CITY OF CANTON, GEORGIA, CITY COUNCIL, ESTABLISHING A  
GROWTH BOUNDARY AGREEMENT**

**WHEREAS**, the Cherokee County Board of Commissioners (herein after referred to as “County”) and City of Canton, Georgia, City Council (herein after referred to as “City,” collectively referred to as the “Parties”) recognize the significance of cooperative planning efforts and believe that such efforts can offer a better model for accommodating population growth and its associated impacts, and can often result in a more efficient and desirable pattern of development; and

**WHEREAS**, the County and City seek to sustain, protect, and further enhance the high quality of life enjoyed today by the residents of Cherokee County and the City of Canton; and

**WHEREAS**, the County and City seek to responsibly balance residential, industrial, and commercial growth; and

**WHEREAS**, through cooperative planning efforts, the County and City desire to manage growth, collaborating where necessary on comprehensive and future development planning, transportation planning, parks and recreational facilities, and development guidelines so that growth is managed proactively rather than reactively; and

**WHEREAS**, the County and City agree to work cooperatively, communicate, and coordinate plans for development within the growth boundary; and

**WHEREAS**, the County encourages the City to promote the development and redevelopment of property within the current corporate limits as a viable option before considering annexation and desires to work with the City to provide appropriate incentives to achieve this goal; and

**WHEREAS**, the County and City desire to work together and are committed to aligning land use and development goals; and

**AND NOW THEREFORE BE IT RESOLVED**, by the Cherokee County Board of Commissioners and the City of Canton City Council, the Parties agree as follows:

1. **Growth Boundary Established.** The Growth Boundary (hereinafter referred to as “GB”) is hereby established on the **Growth Boundary Map for the City of Canton,**

dated August 17, 2023 and attached hereto as Exhibit "A." The GB is an area located outside the current corporate boundaries of the City where the City agrees to limit annexation to the boundary identified through August 23, 2054; and

2. **Growth Boundary Generally.** The Parties recognize that property within the GB is not automatically eligible for annexation and must meet the requirements of O.C.G.A § 36-36-1 et seq., and that property within the GB is not guaranteed to be annexed, but these unincorporated properties between the existing municipal boundary and the growth boundary can affect the service delivery, character, and future prosperity of the City and are therefore logistically and logically attractive for incorporation; and
3. **Future Development/Character Areas<sup>1</sup> Coordination.** In concert with the establishment of the GB, the Parties agree to align adopted character areas, now and as amended with the respective Comprehensive Plan updates, within the unincorporated areas of the GB, but recognize that adopted character areas may not align exactly. The Parties agree that the area included within the boundary generally west and south of Laurel Canyon once identified as Canton West should be developed at a low intensity not to exceed one residential unit per overall acre; and
4. **Service Delivery Coordination.** Entering into the GB will allow the County and City to plan for infrastructure appropriately to address current and future service delivery needs in preparation for the next service delivery strategy update. Once the City annexes land on both sides of the right-of-way of a road served by County services, the City will provide City services to the road in accordance with O.C.G.A § 36-36-7 (c), unless the City and County agree otherwise in an intergovernmental agreement; and
5. **GB Protocols.** It is understood that the County and City will continue to face a balancing act between private property rights and the County and City authority to guide development for the common good of the community. The County and City desire to work together to honor the GB during the term of this agreement and therefore agree to the following:
  - a. **County – Inside GB.** If a property owner or designated representative (hereinafter referred to as "Owner") proposes a development project to the County for consideration located on a parcel(s) within the GB<sup>2</sup> and/or is otherwise contiguous to the municipal boundary, the County will encourage the Owner to first contact the City for consideration. If the Owner refuses to meet with the City, the County will document this decision and disclose it to the City in accordance with Section 6. If the

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<sup>1</sup> Character Areas are used to identify places and areas that show a common form of development and land use pattern, lifestyle and "feel," intensity of use, design elements or other factors that collectively define the character of a place or areas, whether existing or intended in the future.

<sup>2</sup> Or the development project is located on property inside the GB that also extends beyond the GB.

Owner meets with the City, but after doing so desires to work with the County, the County will contact the City for written input and analysis, if any, regarding the proposed development project.

- b. **City – Inside GB.** If an Owner proposes to annex parcel(s) within the GB<sup>3</sup>, with or without a development project proposed<sup>4</sup>, the City will follow the annexation procedures and notification provisions in accordance with the “Annexation Notification and Land Use Dispute Resolution Agreement,” contained in the SDS, along with O.C.G.A § 36-36-1 et seq., for written input and analysis from the County.
- c. **County – Outside GB.** If a proposed development project is submitted by an Owner to the County for consideration on property located outside, but on property abutting the GB, the County will seek written input and analysis from the City regarding the proposed development project.
- d. **City – Outside GB.** If a proposed development project is submitted by an Owner to the City for consideration on property located outside, but on property abutting the GB and/or otherwise contiguous to the municipal boundary, the City will encourage the Owner to first contact the County for consideration. If the Owner refuses to meet with the County, the City will document this decision and disclose it to the County in accordance with Section 6. If the owner meets with the County, but after doing so desires to work with the City, the City will contact the County for written input and analysis, if any, regarding the proposed development project in accordance with the provisions in (5)(b).
- e. **Referendum.** If the City elects to conduct a referendum in accordance with O.C.G.A § 36-36-50 et seq., the County will not object.
- f. **Unincorporated Pockets.** For the purposes of this agreement, the Parties will define and identify Unincorporated Pockets. Unincorporated Pockets are generally unincorporated areas with external boundaries that abut any combination of the annexing municipality and one or more other municipalities, in existence at the time of this agreement and specifically identified on the Map of Unincorporated Pockets for the City of Canton, dated August 17, 2023, and attached hereto as Exhibit “B.”

Parcels within Unincorporated Pockets are generally already receiving municipal services, accessing City streets, and often benefit from City projects. As owners seek to annex parcels in these areas, efficiencies should increase, eliminating the duplication of services, while reducing

<sup>3</sup> Or the development project is located on property inside the GB that also extends beyond the GB.

<sup>4</sup> A property owner may petition for the annexation of property without proposing a development project, but requesting rezoning upon annexation.

costs for both the County and the City. For these reasons the County would likely not object to the annexation of parcels within Unincorporated Pockets.

- g. **Municipal Property.** The County will not object to the annexation of property owned or purchased for public use by the City. The County will not object to the annexation of property providing passage for publicly assessable multi-use trails, either owned by the City in fee simple or acquired through permanent easements.
- 6. **Coordination and Communication MOU.** The parties agree to execute a separate Memorandum of Understanding (MOU), which will outline and address the specific methods and practices of communication between the parties; and
- 7. **Private Property Rights.** This agreement does not limit an Owner's constitutional right to develop his/her property in accordance with the laws of the State of Georgia and the Constitution of the State of Georgia and the United States; and
- 8. **Rights Reserved by the Parties.** Notwithstanding any other provisions to the contrary and only as a last resort, both Parties reserve all rights to the fullest extent of the law to interpose objections and litigate disputes in accordance with the SDS and the laws of the State of Georgia.

**AND NOW THEREFORE BE IT FURTHER RESOLVED,** the County and City seek to continue to collaboratively plan and coordinate improvements to critical transportation routes, including but not limited to: Technology Ridge Parkway, Marietta Highway/Old Highway 5, Butterworth Road, Ball Ground Highway and SR 140, and in other locations to provide essential connectivity throughout the County and City; and

**AND NOW THEREFORE BE IT FURTHER RESOLVED,** the County and the City support each other in efforts to deliver infrastructure projects, complete community improvement projects and creative placemaking activities, and desire to collectively work together to accomplish these objectives; and

**AND NOW THEREFORE BE IT FURTHER RESOLVED,** by the Cherokee County Board of Commissioners and the City of Canton City Council, that a new era of cooperation, collaboration, and communication is now underway between the County and the City, working together with the development community along with other stakeholders, including state and federal partners, to leverage the highest and best results for our citizens and business owners, ultimately achieving and sustaining the highest quality of life and investment attainable.

**SO RESOLVED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHEROKEE COUNTY, GEORGIA

CITY OF CANTON, GEORGIA

\_\_\_\_\_  
Harry B. Johnston, Chairman

\_\_\_\_\_  
Bill Grant, Mayor

[COUNTY SEAL]

[CITY SEAL]

ATTEST:

ATTEST:

\_\_\_\_\_  
Christy Black, County Clerk

\_\_\_\_\_  
Annie Fortner, City Clerk

**Chairman**  
Harry B. Johnston

**County Manager**  
Geoffrey E. Morton, P.E.



**Commissioners**  
Steve West, District 1  
Richard Weatherby, District 2  
Benny Carter, District 3  
Corey Ragsdale, District 4

**BOARD OF COMMISSIONERS**

1130 Bluffs Parkway  
Canton, Georgia 30114  
678-493-6000 | Fax 678-493-6013  
www.cherokeega.com

August 17, 2023

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

Re: Letter of Intent

Dear Mr. Peppers:

Please consider this letter to be our non-binding Letter of Intent summarizing the basic terms and conditions for Cherokee County to offer the City of Canton the right of first refusal to purchase Parcel No. 14N11 002, consisting of 639.579 acres, should the Board of Commissioners ever decide to sell the parcel.

The final purchase price will be determined by an individual parcel appraisal conducted at time of purchase.

While this Letter of Intent is non-binding, it is the intent of both parties to negotiate and execute a binding and definitive long-term purchase and sale agreement along the above lines and with other terms and conditions customary for this type of transaction and mutually acceptable to both parties.

Agreed to on behalf of property owner;  
Cherokee County, Georgia

Agreed to on behalf of purchaser;  
City of Canton, Georgia

\_\_\_\_\_  
Geoffrey E. Morton, P.E.      Date  
County Manager

\_\_\_\_\_  
Billy Peppers      Date  
City Manager

# City of Canton Growth Boundary



## Legend

- Ball Ground GB
- Canton GB
- Holly Springs GB
- Canton
- Holly Springs

## Map Description

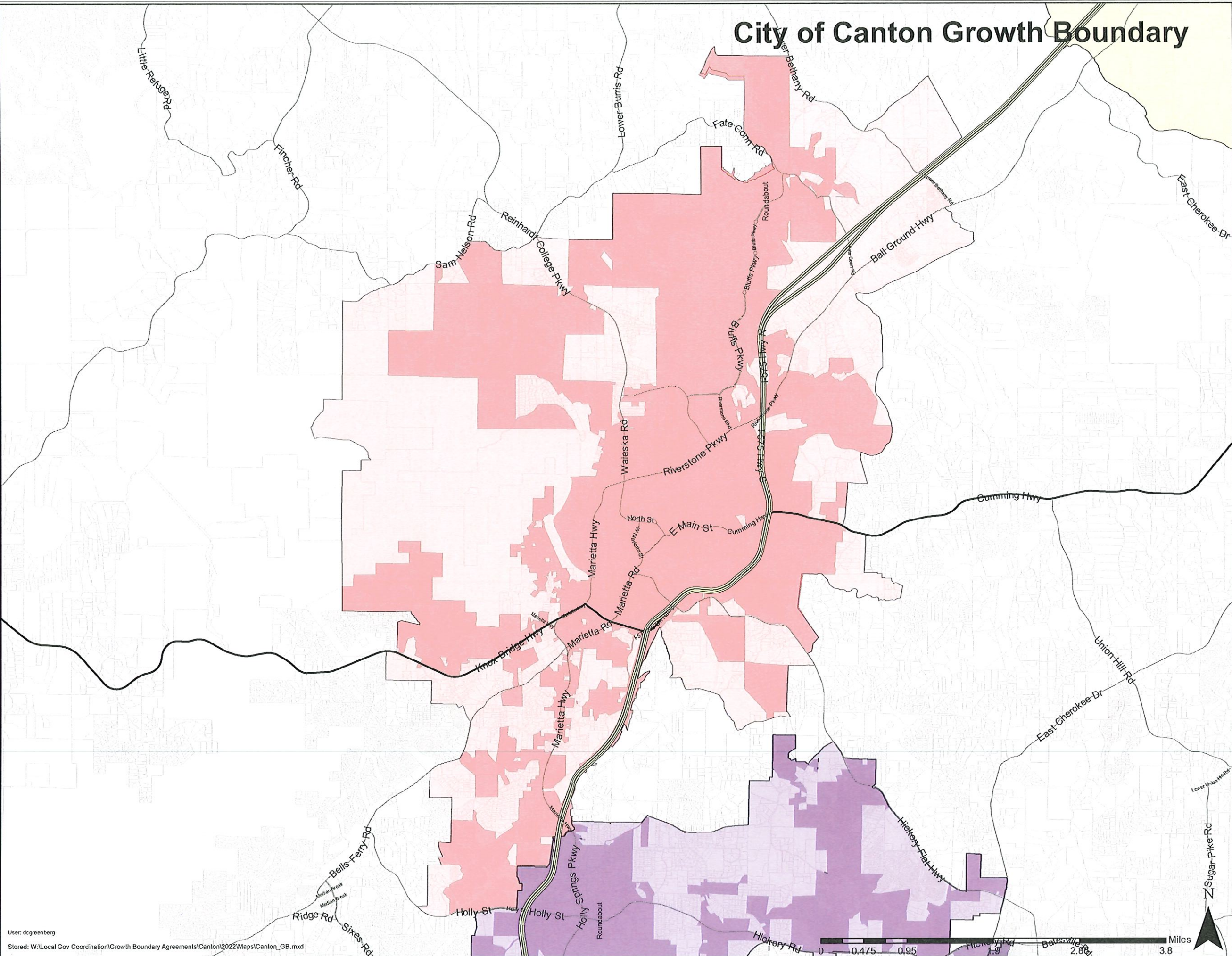
Canton Growth Boundary

Date of Creation  
8/17/2023

Produced by:  
Cherokee County Planning and Zoning



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# City of Canton



## Legend

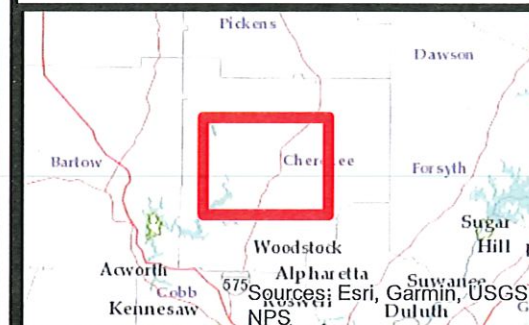
- Unincorporated Pockets
- Holly Springs GB
- Canton GB
- Canton
- Holly Springs

## Map Description

Unincorporated Pockets of Canton

Date of Creation  
8/17/2023

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