

Agreement for Limited Vehicle Access on Sourwood Drive

This agreement, established on 5-29-24 is between the Toccoa Water Association (TWA) and TWA member Joe Fazzino. Mr. Fazzino owns a home and property located at 216 Sourwood Drive, one of several roads owned by TWA within the Toccoa Properties subdivision. Mr. Fazzino's property has two driveway entrances – one off of Sourwood Drive across from Ridgecrest Drive's termination at Sourwood Drive and a back driveway located where Sourwood Drive ends at steps leading into the National Forest.

Per the terms of this agreement, The Toccoa Water Association grants Mr. Fazzino permission to install a locking chain across Sourwood Drive above his back driveway. The purpose of this chain is to block access to his back driveway by unauthorized vehicles that are causing considerable damage when they attempt to enter or exit his property on this short but very steep, gravel driveway. This chain will also prevent damage to Sourwood Drive by these vehicles and/or tow trucks that are called to rescue these vehicles.


The terms of this agreement are:

1. TWA will retain ownership of Sourwood Drive at all times and maintain it so that authorized vehicles may drive to its end point at the National Forest.
2. TWA members and their guests may freely walk along all of Sourwood Drive and access hiking trails where it ends at the National Forest boundary. TWA will install a sign on Sourwood Drive across from Ridgecrest Road's endpoint indicating that this section of Sourwood Drive is a walking route to the forest.
3. Mr. Fazzino will purchase all materials needed and install the locked chain across Sourwood Drive at a suitable location. The location should provide sufficient room for a minimum of two vehicles to pull in and park in front of it, safely off of Ridgecrest Drive. This will allow TWA members to pull in and unload tubes, packs, picnic provisions, and other recreational equipment, then return vehicles to cabins. It also provides space for members who can only walk limited distances to park and access the forest for brief walks.
4. The chain across Sourwood Drive should be installed at a height to stop vehicles and in a manner that allows members to either walk under or step over it.
5. Once the chain and lock are installed, Mr. Fazzino will immediately provide TWA with two keys to the lock so that a TWA board member can remove the chain as needed to allow for road maintenance on Sourwood Drive or for access by utility crews or emergency vehicle access, as needed.


Agreement for Limited Vehicle Access on Sourwood Drive

6. The chain should remain locked when Mr. Fazzino is away from his cabin. If TWA unlocks the chain during road maintenance or to provide full access to Sourwood Drive by utility or emergency vehicles, TWA should relock the chain when maintenance is complete, or utility or emergency vehicles have departed.
7. The chain should remain locked while Mr. Fazzino is at his cabin. He may unlock the chain to enter or exit his property at his back driveway, then relock the chain.
8. The chain should remain locked when guests or renters are using Mr. Fazzino's cabin. Guests and renters will not be given a key to the chain lock and may not use the back driveway to enter or exit the property.
9. Mr. Fazzino will ensure that the chain and lock remain in good condition, making any and all necessary repairs. If a new lock is installed, he will immediately provide TWA with two keys to the new lock.
10. If Mr. Fazzino grades or makes any other changes to his back driveway at any point in the future this agreement does not permit him to modify or encroach upon Sourwood Drive in any manner.
11. This agreement applies only to Mr. Fazzino as the owner of 216 Sourwood Drive. If he should sell this property, the new owner must contact TWA to discuss a potential new agreement.
12. TWA reserves the right to modify or cancel this agreement. Should the need arise to do so, TWA will provide Mr. Fazzino with a 30-day notice of changes to terms or of cancellation.

We the undersigned agree to comply with the terms of this agreement.


TWA President

5-29-2024
Date


TWA Member Signature

5-29-24
Date