

STATE OF GEORGIA

COUNTY OF HALL

**INTERGOVERNMENTAL AGREEMENT BETWEEN HALL COUNTY, GEORGIA AND THE CITY OF FLOWERY
BRANCH, GEORGIA REGARDING MAINTENANCE OF HOG MOUNTAIN ROAD**

This Intergovernmental Agreement (this "Agreement") is entered into by and between Hall County, Georgia, a political subdivision of the State of Georgia ("Hall County") and the City of Flowery Branch, Georgia, a municipal corporation of the State of Georgia ("Flowery Branch"), collectively referred to herein as the "Parties," for the purpose of setting forth the responsibilities of each party regarding the maintenance of a portion of Hog Mountain Road located variously in unincorporated Hall County and Flowery Branch.

WITNESSETH

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers counties and municipalities to cooperate with each other and to that end enter into intergovernmental agreements with each other for the provision of services and the joint or separate use of facilities or equipment for a period not to exceed fifty (50) years; and

WHEREAS, Hall County and Flowery Branch desire to enter into this Agreement whereby Flowery Branch will undertake the current and future expense of maintaining a section of Hog Mountain Road, a public road that lies partly within the unincorporated area of Hall County and partly within the incorporated limits of Flowery Branch, beginning at the intersection of Hog Mountain Road and Spout Springs Road, at the southwest, and continuing to the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13), at the north, where the section to be maintained will end, which section consists of approximately 1.34 miles located within the incorporated limits of Flowery Branch and approximately 0.62 miles located within the unincorporated area of Hall County; and

WHEREAS, Hall County previously adopted a Resolution on April 6, 2026, objecting under O.C.G.A. § 36-36-113 to the notice of an annexation application filed by Highpoint Development with Flowery Branch regarding property owned by CD, II Properties, LLC, located at 4651 and 4665 Hog Mountain Road, Flowery Branch, Georgia 30542, and bearing Hall County Tax Parcel Numbers 15046 000008 and 15046 000008B, with notice of said objection having been timely served on or about April 9, 2026, in accordance with Georgia law; and

WHEREAS, the Parties desire to resolve matters relating to said annexation and establish a cooperative long-term framework regarding future annexations and roadway maintenance responsibilities along the Hog Mountain Road corridor described above; and

WHEREAS, Flowery Branch is willing to assume immediate maintenance responsibilities for that section of Hog Mountain Road located between the intersection of Hog Mountain Road and Spout Springs Road and the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive, including said roundabout, those portions of the roadway located in the unincorporated area of Hall County; and

WHEREAS, Flowery Branch is willing to assume future maintenance responsibilities for that section of Hog Mountain Road located between the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive and the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13), those portions of the roadway presently located within the unincorporated area of Hall County, upon Hall County's completion of its scheduled Fiscal Year 2028 resurfacing and repaving project for the unincorporated portion of said roadway corridor; and

WHEREAS, the Parties desire to enter into this Agreement to work cooperatively for the benefit, safety, and welfare of the citizens of Hall County and Flowery Branch; and

WHEREAS, the Parties hereto are authorized by law to undertake and provide the services and obligations set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and contract with each other as follows:

I.

CITY OF FLOWERY BRANCH, GEORGIA'S RESPONSIBILITIES

A. Immediate Maintenance Assumption

Effective upon execution of this Agreement, Flowery Branch agrees to accept into its municipal road system for maintenance the entire section of Hog Mountain Road beginning at the intersection of Hog Mountain Road and Spout Springs Road and extending northward to the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive, including said roundabout to the existing city limits.

Flowery Branch shall thereafter be responsible for all routine and capital maintenance associated with that portion of the roadway, including but not limited to paving, resurfacing, patching, striping, vegetation control, shoulder maintenance, drainage maintenance, debris removal, signage, and other associated roadway maintenance activities.

B. Future Maintenance Assumption

Flowery Branch shall further accept into its municipal road system for maintenance the entire section of Hog Mountain Road extending from the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive northward to the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13)

upon completion by Hall County of its scheduled Fiscal Year 2028 resurfacing and repaving project for that portion of the roadway.

Upon receipt of written notice from Hall County that the resurfacing and repaving project has been completed and accepted by Hall County, Flowery Branch shall, within thirty (30) days after receipt of such written notice, formally accept the remaining portion of Hog Mountain Road into its municipal road maintenance system. Until the effective date of such acceptance, Hall County shall retain responsibility for maintenance of that portion of the roadway.

Upon such acceptance, Flowery Branch shall thereafter be responsible for all routine and capital maintenance associated with said portion of the roadway in the same manner as described in I.A above relating to the first section of the roadway corridor.

The Parties acknowledge that the two different portions of the roadway to be accepted by Flowery Branch for present and future maintenance under this Agreement are currently located within the unincorporated area of Hall County, each consisting of approximately .62 lane miles, with the remaining approximately 1.34 lane miles of Hog Mountain Road lying between Spout Springs Road and Falcon Parkway presently located within the incorporated limits of Flowery Branch.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

A. Withdrawal of Pending Objection

Upon execution of this Agreement, Hall County agrees to withdraw its pending objection adopted pursuant to a Resolution dated April 6, 2026, concerning the proposed annexation of property owned by CD, II Properties, LLC, located at 4651 and 4665 Hog Mountain Road, Flowery Branch, Georgia 30542, and bearing Hall County Tax Parcel Numbers 15046 000008 and 15046 000008B, notice of which objection was served on or about April 9, 2026.

B. Future Annexation Objections

Effective upon execution of this Agreement and Flowery Branch's acceptance of the portion of Hog Mountain Road extending from its intersection with Spout Springs Road to the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive into its municipal road maintenance system pursuant to Section I.A of this Agreement, Hall County agrees that it shall not object pursuant to O.C.G.A. § 36-36-113 to future annexation applications involving properties adjoining, abutting, or having frontage on that portion of Hog Mountain Road.

Upon Hall County providing the written notice described in Section I.B that the resurfacing and repaving project described in Section II.C has been completed and accepted by Hall County, and upon Flowery Branch's acceptance of the portion of Hog Mountain Road extending from the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive to Falcon Parkway (Ga. 13) into its municipal road maintenance system pursuant to Section I.B, Hall County agrees that it shall not object pursuant to O.C.G.A. § 36-36-113 to future annexation applications involving properties adjoining, abutting, or having frontage on that remaining portion of Hog Mountain Road.

The Parties acknowledge that Hall County's agreement set forth in this Section II.B not to object to future annexation applications constitutes a material part of the consideration supporting this Agreement. Hall County's obligations under this Section II.B are expressly conditioned upon Flowery Branch's continued performance of its maintenance obligations under Section I of this Agreement. In the event Flowery Branch materially breaches those obligations and fails to cure such breach in accordance with Section V of this Agreement, Hall County's obligations under this Section II.B shall cease upon the effective termination of this Agreement. Nothing contained in this Section II.B shall be construed as limiting Hall County's authority to object to annexation applications involving properties not expressly described in this Agreement. The Parties acknowledge that the covenants contained in this Section II.B are contractual in nature and are intended to be binding upon their respective successors and governing authorities during the term of this Agreement.

C. Repaving Project

Hall County agrees to undertake and manage the resurfacing and repaving of the entire section of Hog Mountain Road located between the roundabout intersection of Spout Springs Road, Cash Road, and Findley Drive and the intersection of Hog Mountain Road and Falcon Parkway (Ga. 13) as part of Hall County's scheduled Fiscal Year 2028 roadway resurfacing program, including those portions of the roadway that are presently located entirely within the incorporated area of Flowery Branch.

Hall County shall determine the timing, contractor selection, project specifications, and management of the paving project in its reasonable discretion and subject to applicable procurement laws, budgetary approval, and funding availability.

III. COOPERATION

The Parties agree to cooperate in good faith and execute such additional agreements, resolutions, road acceptance documents, certifications, notices, and other instruments as may be reasonably necessary to effectuate the transfer of maintenance responsibilities contemplated by this Agreement and to carry out the intent and purposes of this Agreement.

IV.
ASSIGNMENT

Neither party may assign this Agreement or any responsibilities or obligations hereunder to any third party without prior written consent of the other party.

V.
BREACH

In the event of an alleged breach of this Agreement, the non-breaching party shall provide written notice specifying the nature and extent of the alleged breach to the other party as prescribed herein and shall allow thirty (30) days from the date of receipt of that notice for the other party to cure the alleged breach.

If the alleged breach is not cured within said thirty (30) day period, then the non-breaching party may serve a subsequent written notice of termination of this Agreement, and this Agreement will automatically terminate as of the date of receipt of the subsequent (second) notice.

In the event of notice of an alleged breach, the Parties shall continue to perform their responsibilities and obligations under this Agreement during the applicable cure period unless otherwise mutually agreed upon by the Parties in writing. Nothing herein shall limit any rights and remedies otherwise available at law or equity.

VI.
TERM OF AGREEMENT

This Agreement shall become effective upon the date of the last executed signature below (the "Effective Date") and shall remain in effect until the earliest to occur of: (1) fifty (50) years from the Effective Date; (2) termination pursuant to Section V of this Agreement; or (3) the date upon which every Hall County tax parcel adjoining, abutting, or having frontage on Hog Mountain Road between its intersection with Spout Springs Road and its intersection with Falcon Parkway (Ga 13) has been annexed into the City of Flowery Branch.

VII.
NOTICE

All notices required or permitted under this Agreement must be in writing and shall be deemed properly given if delivered personally, sent by certified mail, return receipt requested, or sent by overnight delivery to the following addresses:

Hall County, Georgia:
County Administrator
Hall County Government Center
2875 Browns Bridge Road

City of Flowery Branch, Georgia:
City Manager
5410 Pine Street
Flowery Branch, GA 30542

Gainesville, Georgia 30504

Either party may change its notice address by written notice provided in accordance with this Section.

VIII.

COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the matters covered herein and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

IX.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both Parties.

X.

EXECUTED IN COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

XI.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

XII.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

XIII.

STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

**XIV.
IMMUNITIES**

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the Parties hereto by the laws of the State of Georgia or by federal law.

**XV.
AUTHORIZATION**

The Parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

Justin R. Lawhon, County Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

THE CITY OF FLOWERY BRANCH, GEORGIA

By: 
Oliver McClellan, Mayor

Date: August 6, 2026

ATTEST:



City Clerk

