

MEMORANDUM OF AGREEMENT

REGARDING THE CONSTRUCTION, FUNDING, AND COST SHARING OF THE HOG MOUNTAIN ROAD / FALCON PARKWAY (STATE ROUTE 13) STORMWATER IMPROVEMENT PROJECT

This Memorandum of Agreement (this "Agreement") is entered into this 20th day of August, 2026 (the "Effective Date"), by and among **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County"), **the CITY OF FLOWERY BRANCH, GEORGIA**, a Georgia municipal corporation ("City"), and **ATLANTA FALCONS FOOTBALL CLUB, LLC** a Georgia limited liability company, the owner and/or operator of the Atlanta Falcons Training Complex located at 4400 Falcon Parkway, Flowery Branch, GA 30542 ("Falcons"). The County, City, and Falcons may be referred to collectively as the "Parties."

ARTICLE I

PURPOSE AND DEFINITIONS

Section 1.1 Purpose.

The purpose of this Agreement is to establish the respective responsibilities of the Parties concerning the design, funding, construction, administration, and cost sharing of stormwater improvements to be constructed in the vicinity of Hog Mountain Road, Falcon Parkway (State Route 13), and the Atlanta Falcons Training Complex (the "Project").

Section 1.2 Definitions.

For purposes of this Agreement, the following terms shall have the meaning set forth below:

"Project Costs" shall mean all costs incurred or to be incurred by the County in connection with the Project, including, without limitation, the construction contract amount; approved change orders; engineering, surveying, geotechnical services, inspection, testing, utility coordination, permitting, environmental compliance, traffic control, construction administration, legal advertising, contractor claims approved by the County, unforeseen conditions, material price escalations, applicable taxes and fees, warranty work performed by third parties if necessary, and any other reasonable and necessary costs incurred by the County to complete the Project.

"Construction Contract" means the contract awarded by Hall County to the contractor selected through the County's competitive procurement process, together with any amendments or approved change orders thereto.

ARTICLE II

FINDINGS.

The Parties acknowledge and agree as follows:

- A. The Project will improve stormwater management, drainage, roadway infrastructure, and public safety within the Project area.
- B. The design has been completed and permitted by GDOT.
- C. The County has solicited competitive bids for construction of the Project in accordance with applicable law and intends to award the construction contract to the lowest responsive and responsible bidder.
- D. The Parties desire that the County administer the Project on behalf of all funding partners.
- E. The Parties desire to memorialize their respective financial obligations relating to the Project.
- F. The Parties acknowledge that the Project provides substantial public benefits through improved stormwater management, roadway safety, and drainage infrastructure while also benefiting the Atlanta Falcons Training Complex.
- G. The Parties desire to cooperate in funding the Project in a manner that allocates the financial responsibility for Project Costs in accordance with this Agreement.
- H. The Parties acknowledge that, although the Project is located primarily within right-of-way maintained by the Georgia Department of Transportation, the Project provides regional public benefits, including improved stormwater management, roadway safety, protection of significant economic assets, and enhanced transportation infrastructure serving residents of the City and Hall County. In recognition of those benefits, the County and the City have agreed to make the respective contributions set forth in this Agreement.

ARTICLE III

PROJECT DESCRIPTION.

The Project generally consists of the construction of stormwater drainage improvements along Falcon Parkway (State Route 13) in the vicinity of Hog Mountain Road, as more particularly described in the engineering plans prepared for the Project and dated August 15, 2025.

The legal description, engineering plans, specifications, and project limits for the Project are attached hereto as **Exhibit A** and incorporated herein by this reference.

Notwithstanding anything contained herein to the contrary, all work performed within or affecting any right-of-way owned, maintained, or controlled by the Georgia Department of Transportation shall be subject to all applicable permits, approvals, standards, and requirements of GDOT. Nothing in this Agreement shall be construed as authorizing any work within GDOT right-of-way except as permitted or otherwise approved by GDOT.

ARTICLE IV

COUNTY RESPONSIBILITIES.

The County shall:

- A. Award and administer the Construction Contract.
- B. Serve as the lead governmental entity for the Project.
- C. Coordinate construction scheduling.
- D. Review contractor pay applications.
- E. The Georgia Department of Transportation ("GDOT") is the lead agency for inspection of the work; however, the County shall provide supplemental inspection assistance as requested or needed.
- F. Process and approve change orders in accordance with County procurement policies.
- G. Maintain Project accounting records.
- H. Coordinate with GDOT regarding Local Maintenance and Improvement Grant ("LMIG") reimbursement requirements.
- I. In consultation with GDOT and at GDOT's direction, enforce the Construction Contract.
- J. Resolve claims, disputes, and requests for equitable adjustment submitted by the contractor.
- K. The County shall retain sole authority to administer the construction contract.

ARTICLE V

CITY RESPONSIBILITIES.

The City shall:

- A. Contribute the sum of Twenty Thousand Dollars (\$20,000.00) toward the Project.

- B. Remit payment to the County within thirty (30) days after receipt of a written request for payment from the County, but in no event later than the commencement of construction of the Project unless otherwise agreed in writing by the County.
- C. Cooperate with the County throughout construction.
- D. Execute any documents reasonably necessary to facilitate completion of the Project.

ARTICLE VI

FALCONS RESPONSIBILITIES.

The Falcons shall:

- A. Cooperate with the County during construction.
- B. Authorize and permit the County and its contractors, subcontractors, agents, and representatives to enter upon those portions of the Falcons' property reasonably necessary to construct and complete the Project and to perform all work shown on the approved construction plans, including any paving, striping, grading, restoration, and other work associated with or incidental to the Project.
- C. Reasonably coordinate construction activities (including all scheduling) that impacts Falcon's operations.
- D. Pay all Project Costs remaining after application of:
 - a. GDOT LMIG funding;
 - b. The County's contribution; and
 - c. The City's contribution.
- E. Execute any documents reasonably necessary to facilitate completion of the Project.

ARTICLE VII

PROJECT FUNDING.

The Parties presently anticipate funding the Project as follows:

<u>Funding Source</u>	<u>Amount</u>
GDOT LMIG Funds	\$100,000
Hall County	\$100,000
City of Flowery Branch	\$20,000.00
Falcons	Remaining Project Costs

The Parties acknowledge that the current Construction Contract amount estimate is **Three Hundred Forty-One Thousand Six Hundred Six Dollars and Fifty Cents (\$341,606.50)**.

The Parties to this Agreement recognize that an overage of **Seventeen Thousand Five Hundred Dollars (\$17,500)** is expected due to a delay in commencing the work contemplated by this Agreement until after the Falcons complete their Fall 2026 training camp. With the expected overage, the total expected cost of the project is **Three Hundred Fifty-Eight Thousand Three Hundred Six Dollars and Fifty Cents (\$358,306.50)**. Per this Agreement, the Falcons shall be responsible for the expected overage in addition to the remaining costs as stated above.

The Parties acknowledge that the Construction Contract amount is an estimate of the anticipated cost of construction and that the final Project Costs may increase or decrease due to approved change orders, quantity adjustments, unforeseen conditions, contractor claims, delays, or other circumstances occurring during construction.

ARTICLE VIII

FALCONS FUNDING OBLIGATION.

The Falcons acknowledge that the contribution identified above is an estimate only.

After application of the GDOT LMIG contribution, the County's contribution, and the City's contribution described in this Agreement, the Falcons shall pay all remaining Project Costs incurred in connection with completion of the Project.

The Falcons expressly acknowledge that their financial obligation under this Agreement is not limited to the estimated contribution shown in Article VII.

ARTICLE IX

COUNTY CONTRIBUTION LIMITATION.

Nothing contained herein shall obligate the County to expend funds in excess of **One Hundred Thousand Dollars (\$100,000.00)** unless expressly authorized by the Hall County Board of Commissioners in a duly called public meeting and the Hall County Board of Commissioners shall have no obligation to approve such additional funding. The Parties acknowledge that the Falcons assume responsibility for all Project Costs exceeding the combined contributions identified in Article VII.

ARTICLE X

PAYMENT PROCEDURES.

The County may submit invoices to the Falcons periodically during construction, upon the occurrence of approved Project Costs, or following final completion of the Project.

The County shall provide reasonable supporting documentation with each invoice, including, as applicable, contractor pay applications, approved change orders, invoices, or other documentation evidencing the Project Costs for which reimbursement is sought.

The Falcons shall have the right, upon reasonable advance notice during normal business hours, to inspect and copy the County's invoices and supporting documentation relating to the Project Costs for which reimbursement is sought. Such inspection shall be conducted at the County's offices or such other mutually agreeable location and shall not unreasonably interfere with the County's administration of the Project.

Payment shall be due within **thirty (30) days** after the Falcons' receipt of an invoice.

Any portion of an invoice disputed by the Falcons shall be identified in writing within fifteen (15) days after receipt of the invoice. The Parties shall work in good faith to resolve any such dispute; however, the undisputed portion of the invoice shall remain due and payable in accordance with this Article.

Any amount remaining unpaid more than thirty (30) days after the due date shall accrue interest at the maximum rate permitted by applicable law, calculated from the date such payment became due until paid in full.

ARTICLE XI

CHANGE ORDERS.

The County shall have sole authority to approve change orders in accordance with County procurement policies.

The Falcons agree that approved change orders shall constitute reimbursable Project Costs under this Agreement.

Nothing herein shall require prior approval by the City or Falcons before the County approves a change order reasonably necessary to complete the Project.

ARTICLE XII

OWNERSHIP AND MAINTENANCE.

Ownership of the completed improvements shall vest in the governmental entity or other person owning the real property or public right-of-way upon which such improvements are constructed, unless otherwise agreed in writing by the Parties.

Nothing in this Agreement shall be construed to alter, transfer, or affect the ownership, jurisdiction, operation, maintenance, or control of any state highway or state highway right-of-way, or to impose any obligation upon the Georgia Department of Transportation. Any work performed within the State Route 13 right-of-way shall remain subject to all applicable permits, approvals, standards, and requirements of the Georgia Department of Transportation.

Maintenance of improvements located within the State Route 13 right-of-way shall remain the responsibility of the Georgia Department of Transportation to the extent provided by applicable law and GDOT policy. Nothing in this Agreement shall be construed as creating any maintenance obligation on the part of GDOT beyond those otherwise existing under law.

ARTICLE XIII

DEFAULT.

Should any Party fail to perform its obligations under this Agreement, the non-defaulting Parties shall provide written notice specifying the default.

The defaulting Party shall have 30 days to cure.

If the Falcons fail to satisfy their payment obligations, the County may pursue all remedies available at law or equity to recover unpaid Project Costs. The prevailing Party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and litigation expenses to the extent permitted by Georgia law.

ARTICLE XIV

FORCE MAJEURE.

No Party shall be considered in default under this Agreement to the extent that the performance of its obligations is delayed or prevented by acts of God, governmental action, war, terrorism, labor disputes, utility failures, fire, flood, severe weather, epidemics, pandemics, or other causes beyond the reasonable control of the affected Party.

A Party claiming relief under this Article shall provide the other Parties with prompt written notice of the event, its anticipated duration, and the efforts being undertaken to

mitigate the delay. The affected Party shall resume performance as soon as reasonably practicable following the cessation of the force majeure event.

ARTICLE XV

SOVEREIGN IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, or limitation of liability available to the County or the City under the Constitution or laws of the State of Georgia. Any waiver of sovereign immunity must be expressly authorized by the Constitution and laws of the State of Georgia, and no provision of this Agreement shall be interpreted as creating such a waiver.

ARTICLE XVI

TERM.

This Agreement shall become effective upon execution by all Parties and shall remain in effect until:

- A. Completion of the Project;
- B. Payment of all Project Costs;
- C. Expiration of applicable warranty obligations; or
- D. Earlier termination by written agreement of all Parties.

ARTICLE XVII

MISCELLANEOUS.

Section 17.1. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, representations, understandings, and agreements, whether oral or written, relating thereto.

Section 17.2. Amendments.

This Agreement may be amended only by a written instrument executed by all Parties.

Section 17.3. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of Hall County, Georgia.

Section 17.4. Authority to Execute.

Each individual executing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized to execute and deliver this Agreement and to bind such Party to the terms and conditions contained herein.

Section 17.5. No Third-Party Beneficiaries.

This Agreement is entered into solely for the benefit of the Parties. Nothing contained herein shall be construed to create any rights or benefits in favor of any third party, nor shall any third party have any right to enforce any provision of this Agreement.

Section 17.6. Relationship of the Parties.

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, fiduciary relationship, employer-employee relationship, or other legal association among the Parties. Each Party shall remain an independent entity responsible for its own actions and obligations.

Section 17.7. Limitation on City's Obligations.

In consideration of the City's contribution toward the Project, the County and the Falcons acknowledge and agree that the City's obligations under this Agreement are limited to the financial contribution expressly provided herein and the cooperation and other obligations expressly set forth in Articles V and VII. The City's contribution to the Project shall not create or impose upon the City any obligation to design, construct, administer, inspect, operate, maintain, repair, replace, or reconstruct any portion of the Project, and neither the County nor the Falcons shall assert any claim against the City for additional funding, contribution, maintenance, or other costs relating to the Project, except as may be expressly agreed to by the City in writing.

Section 17.8. Assignment.

No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties; provided, however, that the Falcons may assign this Agreement to an affiliated entity that owns or operates the Atlanta Falcons Training Complex upon written notice to the County and the City, provided that such assignee expressly assumes all obligations under this Agreement.

Section 17.9. Further Assurances.

The Parties agree to execute such additional documents and take such further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement.

Section 17.10. Headings.

The article and section headings contained in this Agreement are for convenience of reference only and shall not be construed to define, limit, or otherwise affect the meaning of any provision of this Agreement.

Section 17.11. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided that the essential purposes of this Agreement are not materially impaired.

Section 17.12. Counterparts.

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

Section 17.13. Electronic Signatures.

The Parties agree that this Agreement may be executed and delivered by electronic signature or in portable document format (PDF), each of which shall be deemed an original and shall have the same force and effect as an original handwritten signature.

ARTICLE XVIII**NOTICES.**

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given upon personal delivery, one (1) business day after deposit with a nationally recognized overnight courier, or three (3) business days after deposit in the United States Mail, postage prepaid, addressed as follows:

County:

Hall County
Attn: County Administrator
2875 Browns Bridge Road
Gainesville, GA 30504

City:

City of Flowery Branch
Attn: City Manager

5410 Pine Street, Flowery Branch, GA 30542

Falcons:

(Get contact info)

Atlanta Falcons Football Club, LLC
Attn: Spencer Treadwell
4400 Falcon Parkway
Flowery Branch, GA30542

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the Effective Date.

HALL COUNTY, GEORGIA

By: _____

Chairman, David Gibbs

Attest:

Jennifer Rivera, County Clerk

Approved as to Form:

Justin R. Lawhon, County Attorney

CITY OF FLOWERY BRANCH

By: 

Mayor/City Manager

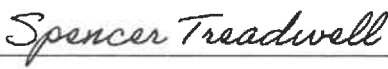


Attest:

A handwritten signature in blue ink, reading "Sheria Cooper", is written over a horizontal line.

City Clerk

ATLANTA FALCONS FOOTBALL CLUB, LLC

By: A handwritten signature in blue ink, reading "Spencer Treadwell", is written over a horizontal line.

Name: Spencer Treadwell

Title: SVP, Operations