

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN HALL COUNTY,
GEORGIA AND THE TOWN OF BRASELTON FOR CERTAIN ROADWAY
IMPROVEMENTS AND REAL PROPERTY ACQUISITION REGARDING THE SPOUT
SPRINGS ROAD, PHASE II PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026 (“**Effective Date**”), by and between **HALL COUNTY, GEORGIA** a political subdivision of the State of Georgia (the “**County**”), and the **TOWN OF BRASELTON, GEORGIA** a municipal corporation of the State of Georgia (“**Braselton**”). The County and Braselton may each be referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph 1 of the Georgia Constitution provides that municipalities and counties may enter into intergovernmental agreements for a period of up to fifty (50) years for the provision of authorized services and for the joint or separate use of facilities or equipment, and O.C.G.A. § 32-4-62 further provides that counties are authorized to enter into intergovernmental agreements with municipalities related to work on public roads; and

WHEREAS, the County and Braselton desire to enter into this Agreement allocating certain responsibilities regarding roadway improvements and real property acquisition in furtherance of the County road project known as Spout Springs Road-Phase II Widening from Union Circle to south of State Route (SR) 347/Friendship Road (GDOT PI No. 0015280) (the “**Project**”); and

WHEREAS, portions of the Project lie within the unincorporated area of the County and portions lie within the municipal boundaries of Braselton; and

WHEREAS, the County has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties located along the proposed path of the Project within the municipal boundaries of Braselton; and

WHEREAS, the County and Braselton desire to enter into this Agreement to work cooperatively for the benefit, safety, and welfare of the citizens of the County and Braselton by providing for the real property acquisition for necessary rights of way and for the construction of the Project and the allocation of the Parties’ respective rights, responsibilities, and obligations for funding and other assistance provided by the County for Braselton; and

WHEREAS, the County agrees to be responsible for paying the total of the preliminary engineering, right-of-way acquisition, and construction costs of the Project (the “**Project Costs**”).

The current estimated Project Costs are as follows:

- a) Estimated Project Engineering Cost: \$3,289,734.51
- b) Estimated ROW Acquisition Cost: \$20,250,000.00
- c) Estimated Construction Cost: \$49,000,000.00

NOW THEREFORE, the Town of Braselton, Georgia and Hall County, Georgia hereby mutually agree and contract with each other as follows:

I.

TOWN OF BRASELTON, GEORGIA RESPONSIBILITIES

Braselton agrees and grants to the County, its agents, employees or contractors, express authority to acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties located along the proposed path of the Project within the municipal boundaries of Braselton.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

The County agrees to be responsible for paying the total of the Project Costs associated with the Project, to wit:

- a) Estimated Project Engineering Cost: \$3,289,734.51
- b) Estimated ROW Acquisition Cost: \$20,250,000.00
- c) Estimated Construction Cost: \$49,000,000.00

III.

TERM AND ASSIGNMENT

This Agreement shall automatically terminate upon the final completion of the Project as mutually agreed by the Parties, and in no event shall the term of this Agreement exceed fifty (50) years. The Parties may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other Party.

IV.

BREACH

In the event of a breach, the non-breaching Party shall provide written notice of the nature and extent of the breach to the other Party as prescribed herein, and shall allow thirty (30) days from the date of receipt of that notice to cure the alleged breach. If the alleged breach is not cured within the thirty (30) day notice period, then the non-breaching Party may serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate as of the date of the receipt of the subsequent (second) notice. In the event of notice of termination, the Parties shall continue to perform their duties and obligations under this Agreement during the applicable notice period(s) in the manner prescribed herein. In the event of a breach, the Parties shall have all rights and remedies provided by law.

V.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed as follows (or any other addresses as designated by the parties by properly delivered notice):

Hall County, Georgia:

Attn: County Administrator

**Hall County Government Center
2875 Browns Bridge Road
Gainesville, Georgia 30504**

Town of Braselton, Georgia:

Attn: Town Manager

**Town Hall
4982 Highway 53
Braselton, GA 30517**

VI.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between the County and Braselton as to the matters covered herein, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

VII.

AMENDMENTS

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

VIII.

EXECUTED IN COUNTERPARTS

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

IX.

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.

X.

BINDING ON SUCCESSORS

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

XI.

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.

XII.

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.

XIII.

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 seals by and through their respective authorized officials.

HALL COUNTY, GEORGIA

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

Attest: _____ (SEAL)
Jennifer River, County Clerk

Approved as to Form:

Justin Lawhon, County Attorney

TOWN OF BRASELTON, GEORGIA

By: _____
Kurt Ward, Mayor
Town of Braselton

Attest: _____ (SEAL)
_____, Town Clerk



Gregory D. Jay, Town Attorney

Exhibit A – Right-of-Way Plans