

STATE OF GEORGIA

COUNTY OF HALL

**AGREEMENT FOR MAINTENANCE OF ROUNDABOUT**

This Agreement is made and entered into this 6th day of June, 2022 by and between HALL COUNTY, GEORGIA with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the "County") and FLOWERY BRANCH APARTMENTS OWNER, LLC, a Delaware limited liability company, whose address is 7474 Creedmoor Road, Number 306, Raleigh, NC 27613 (hereinafter the "Company") (hereinafter referred to collectively as the "Parties").

**INTRODUCTION**

The Parties to this Agreement mutually desire to enter into this Agreement to document their agreement to landscape and maintain a roughly circular property located in the center of a roundabout traffic intersection located in Hall County, Georgia currently owned by the County in fee simple (the "Property"), so as to allow the County to initially landscape and plant the Property in exchange for an agreement by the Company to perform ongoing future landscaping and maintenance of the same Property. The Property, which is located in close proximity to one or more developments or future developments of the Company, is illustrated and reflected in the document attached hereto as Exhibit A. In consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows.

**AGREEMENT**

**1. County Responsibilities**

For and in consideration of the valuable promises made herein by the Company, the County agrees to initially provide full landscaping and planting for the Property which is illustrated and

reflected in the document attached hereto as Exhibit A, consisting of the center portion of a roundabout traffic intersection. The initial landscaping and planting shall be completed in general conformity with the Landscape Planting Plan on Sheet L-3 of Exhibit A and shall be completed no later than one year after the date that this Agreement is fully executed by all parties hereto.

## **2. Company's Responsibilities**

For and in consideration of the valuable promises made herein by the County, the Company agrees to pay to the County the sum of \$100,000.00 within 30 days of the date that this Agreement is fully executed by the parties, and to be solely responsible for maintenance and landscaping of the Property illustrated and reflected in the document attached hereto as Exhibit A, consisting of the same center portion of the roundabout traffic intersection, following the County's initial landscaping and planting of the Property. The ongoing maintenance and landscaping by the Company shall be to a commercially reasonable standard consistent with the initial delivery of the Property as depicted in Exhibit A and shall be accomplished in a manner acceptable to the County. The Company agrees to allow the County to provide reasonable input into the style and character of any ongoing landscaping and maintenance. The Company's ongoing maintenance and landscaping of the Property shall be limited to the landscaping shown on Exhibit A and shall not include the ongoing maintenance of any hardscaping located on the Property or of any curbs, sidewalks, hardscaping, or roads associated with the adjacent roundabout traffic intersection.

## **3. Termination**

Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement, the County shall assume any costs of providing electrical and water service to the Property and shall assume the responsibility for the ongoing maintenance and landscaping of the Property to a commercially reasonable standard consistent with the initial delivery of the Property as depicted in Exhibit A.

#### **4. Severability**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Agreement is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Agreement not so held to be invalid or the application of this Agreement to other circumstances not so held to be invalid.

#### **5. Venue**

The Parties agree that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that any party brings suit to enforce the terms of this Agreement, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

#### **6. Modification**

This Agreement may not be modified, amended, or added to except in writing fully executed by the Parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by any Party in relation hereto.

#### **7. Third Parties**

This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party.

#### **8. 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 any Party hereto by the laws of the State of Georgia or by federal law.

**9. 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.

**10. Remedies**

In the event that any Party to this Agreement breaches this Agreement, the non-breaching Party or Parties shall provide written notice to the breaching Party which describes the breach of this Agreement. The Party whose breach is alleged shall have 30 days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the Parties hereto have not resolved the issue described in the notice letter by 30 days after receipt of the notice letter, the Party or Parties authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law.

**11. No Waiver**

The failure of any Party or Parties hereto to seek a remedy for any alleged breach of this Agreement shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach hereof.

**12. Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of the Parties hereto to the extent permitted by Georgia law.

**In witness whereof**, the Parties hereto have set their hands and affixed their seals the day and year first above written.

[Signatures on following page.]

HALL COUNTY, GEORGIA

By: \_\_\_\_\_

Richard Higgins, Chairman  
Hall County Board of  
Commissioners

ATTEST:

\_\_\_\_\_(SEAL)  
Jennifer Rivera, County Clerk

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

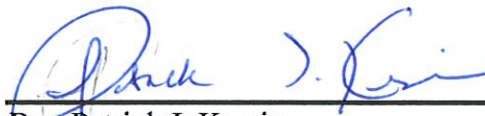
\_\_\_\_\_  
Notary Public

My commission expires:

APPROVED AS TO FORM:

\_\_\_\_\_  
Van Stephens, County Attorney

FLOWERY BRANCH APARTMENTS OWNER,  
LLC, by FLOWERY BRANCH VENTURE, LLP, a  
Delaware limited liability partnership and sole  
manager of FLOWERY BRANCH APARTMENTS  
OWNER, LLC

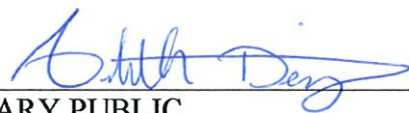


By: Patrick J. Kassin

Title:

Vice President

Sworn to and subscribed before me  
this 6<sup>th</sup> day of June, 2022.

  
NOTARY PUBLIC

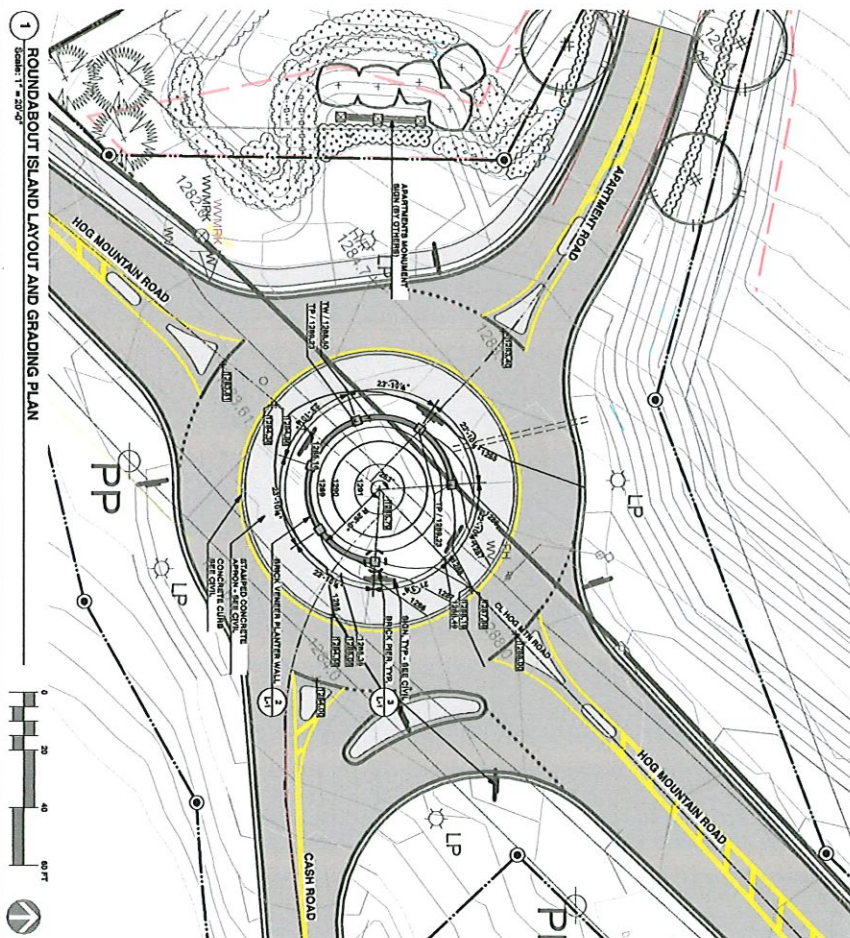
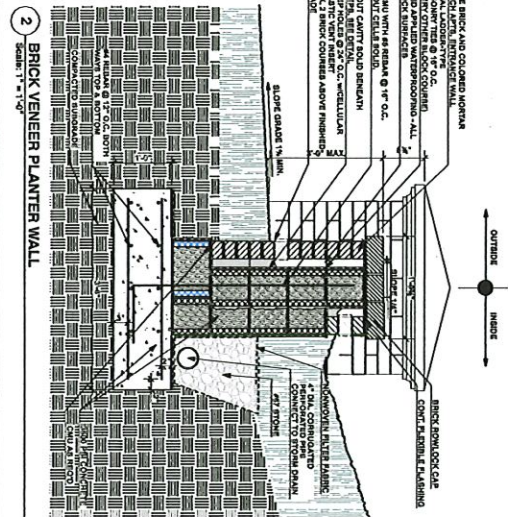
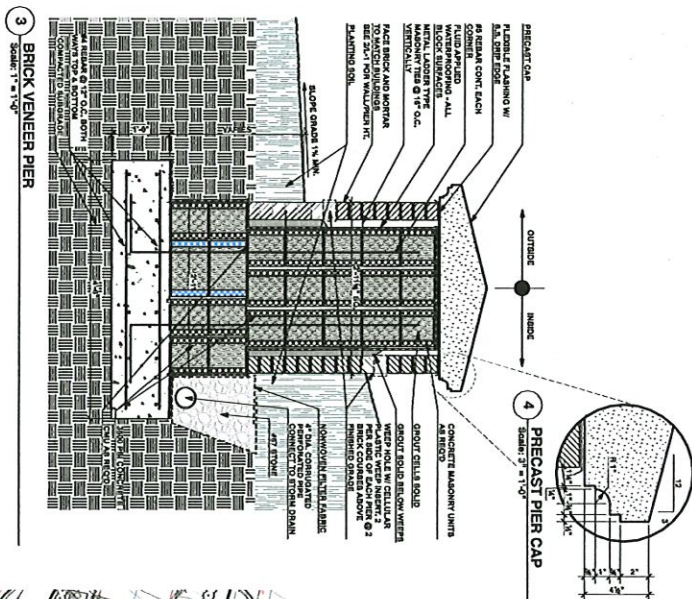
My commission expires: April 19, 2026



Exhibit "A"

Sheets attached L-1, L-2, and L-3





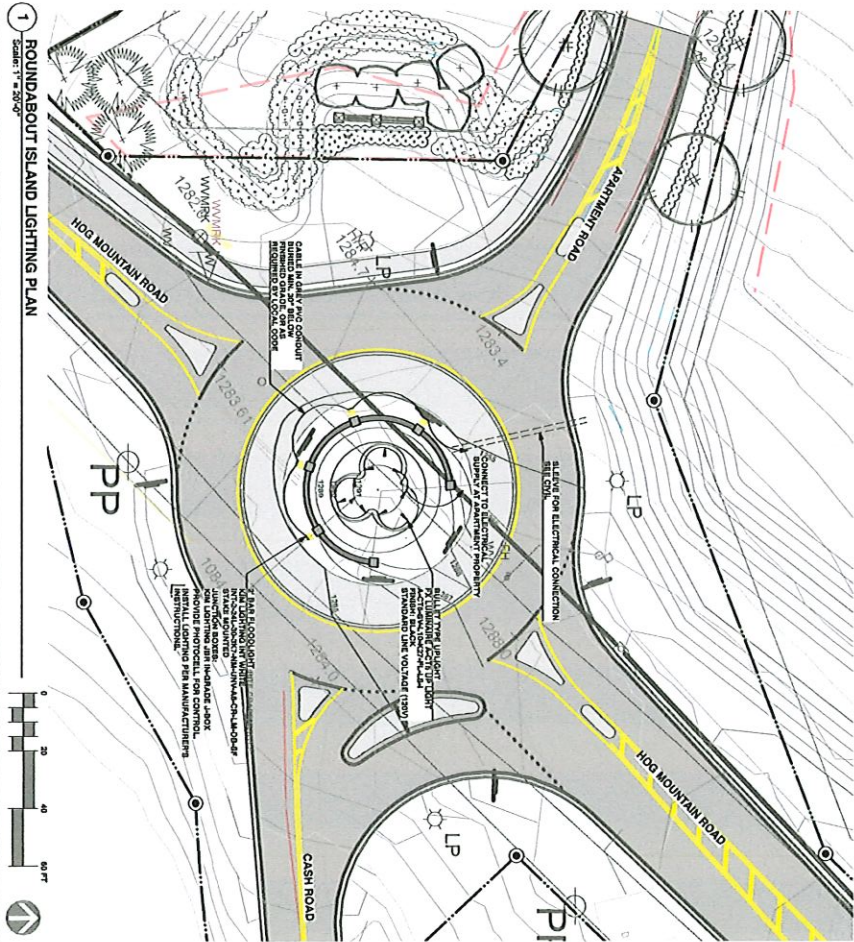
1. ALL WORK SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.
2. FACE BRICK AND MORTAR TO MEET HANDBOOK SET ENTITLED "BRICK, CHIMNEY, SOOTER, SLIP" PUBLISHED BY THE MASONRY INSTITUTE OF AMERICA.
3. MORTAR: ASBESTOS-RESISTANT PORTLAND CEMENT MORTAR SELECTED BY THE ARCHITECT.
4. CONCRETE: MASONRY UNIT, ASTM C-90.
5. CONCRETE BUILDING BRICK, ASTM C-90.
6. MORTAR AND GROUT MATERIALS.
7. PORTLAND CEMENT SHALL BE TYPE 1 OR TYPE 10, PROVIDE MATERIAL AND COMPLY WITH ASTM C-150, THE TEST METHOD FOR SPECIFIC GRAVITY, ABSORPTION, AND MOISTURE CONTENT OF PORTLAND CEMENT.
8. MORTAR: CEMENT, ASTM C-91.
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## LAYOUT & MATERIALS NOTES

- [illegible]





- LAYOUT & MATERIALS NOTES**
1. ALL WORK SHALL CONFORM WITH APPROPRIATE NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES.
  2. CONSULT CIVIL, MECHANICAL, AND/OR GEOTECHNICAL REPORT FOR PROPOSED CONSTRUCTION DRAWINGS FOR DUCT LAYOUT BANK PROFILES IN RELATION TO OTHER UTILITIES AND UNDERGROUND UTILITIES. PROVIDE DUCT LAYOUTS TO BE APPROVED BY LANDSCAPE ARCHITECT AND CIVIL ENGINEER.
  3. INTERPRETATION OF ELECTRICAL SERVICE, NOTATION, AND ADVANCE OF PROPOSED SERVICE INTERPRETATION, DO NOT INFER FROM THIS DRAWING THAT THE DUCT LAYOUT IS A FINAL DESIGN. THE DUCT LAYOUT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL ENGINEER.
  4. DUCT SHALL BE 2" AND 1.5" WITH MANHOLE FITTINGS CONFORMING WITH MANUFACTURER LISTED AND LABELED AS DEFINED IN NFPA 72.
  5. MARKED FOR INTENDED LOCATION AND APPLICATION.
  6. DUCT SHALL BE 2" AND 1.5" WITH MANHOLE FITTINGS CONFORMING WITH MANUFACTURER LISTED AND LABELED AS DEFINED IN NFPA 72.
  7. DUCT SHALL BE 2" AND 1.5" WITH MANHOLE FITTINGS CONFORMING WITH MANUFACTURER LISTED AND LABELED AS DEFINED IN NFPA 72.
  8. PROVIDE UNDERGROUND LINE WARNING DETECTION TAPE ON TOP OF ALL ELECTRICAL DUCTS.
  9. PROVIDE WARNING LIGHTS MEETING REQUIREMENTS OF LOCAL ELECTRICAL UTILITY OR POLYMER CONCRETE BOXES WITH ELECTRICAL DUCTS. COACH ORRY, MARKED WITH "ELECTRICAL DUCT" AND "UNDERGROUND" IN RED.
  10. COMPLY WITH CIVIL REQUIREMENTS FOR EXCAVATION AND BACKFILL OF TRENCHES, INCLUDING GRADING AND PAVING. DO NOT USE EXCAVATION MATERIALS FOR BACKFILL. RESTORE SURFACE FEATURES AND RE-ESTABLISH ORIGINAL GRADING. BACKFILL SHALL BE COMPACTED TO MEET ORIGINAL SPECIFICATIONS.
  11. CHANGES ON MANUFACTURED LONG SWEET BEHOLD WITH A MINIMUM OF 10% CHANGES. CHANGES SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.
  12. TRENCH BOTTOMS SHALL BE EXCAVATED TO PROVIDE UNIFORM SUPPORT FOR DUCTS.
  13. AND DEFLECTIONS REQUIRED FOR PROPER DUCT INSTALLATION. USE BOX EXTENSION AS REQUIRED TO MATCH DUCT DEPTH. SEAL JOINTS TO PREVENT WATER INTRUSION.
  14. CIRCUMFERENTIAL AND VERTICAL UNLESS OTHERWISE INDICATED.
  15. CLEAN DUCTS TO PREVENTION OF ELECTRICAL SUBCONNECTION RESPONSIBLE FOR ALLING WIRE.

PROJECT: WOOD-2101  
DATE: 03/09/2022  
DRAWN BY: SS  
CHECKED BY: ALB  
SHEET NUMBER: L-2

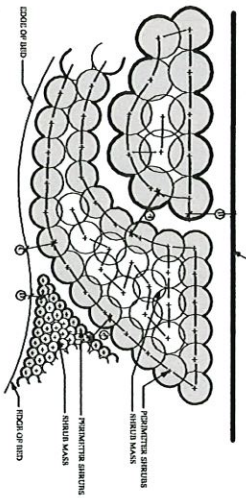
REVISIONS	
NO.	DESCRIPTION

FLOWERY BRANCH ROUNDABOUT  
HOG MOUNTAIN ROAD at CASH ROAD  
FLOWERY BRANCH, GEORGIA

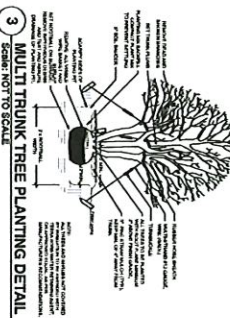


**Renta**  
URBAN LAND DESIGN  
205.545.7639  
PO Box 305 / Birmingham, AL 35201  
renta@rd.com





1. MINIMUM PLANTING SPACING BETWEEN TWO ADJACENT TREES: 4'
2. MINIMUM PLANTING SPACING BETWEEN TWO ADJACENT TREES: 12'
3. MINIMUM PLANTING SPACING BETWEEN TWO ADJACENT TREES: 12'
4. MINIMUM PLANTING SPACING BETWEEN TWO ADJACENT TREES: 12'
5. MINIMUM PLANTING SPACING BETWEEN TWO ADJACENT TREES: 12'



**DESCRIPTION:** The purpose of this document is to provide a detailed description of the temporary tree container used for landscaping. The container is made of high-density polyethylene (HDPE) and is designed to hold a tree in a controlled environment. The container is 12 inches high and 12 inches wide. The container is filled with a growing medium and a tree is planted in the center. The container is used to grow trees in a controlled environment before they are planted in the ground.

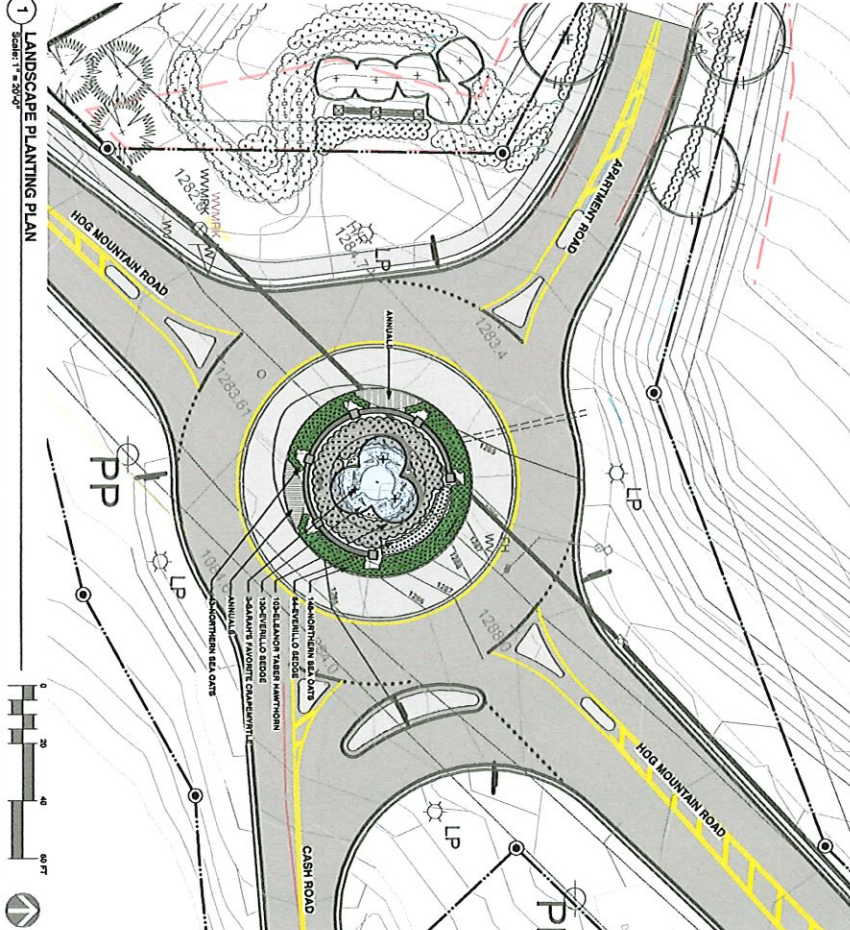
**IDENTITY:** The temporary tree container is a standard component of the landscaping process. It is used to grow trees in a controlled environment before they are planted in the ground. The container is made of high-density polyethylene (HDPE) and is designed to hold a tree in a controlled environment. The container is 12 inches high and 12 inches wide. The container is filled with a growing medium and a tree is planted in the center. The container is used to grow trees in a controlled environment before they are planted in the ground.

**WATERING CAPACITY / FREQUENCY CHART:**

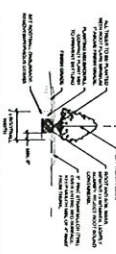
Tree Size	Watering Frequency	Watering Capacity
12" x 12" x 12"	1x per week	1.0 gal
18" x 18" x 18"	1x per week	1.5 gal
24" x 24" x 24"	1x per week	2.0 gal
30" x 30" x 30"	1x per week	2.5 gal
36" x 36" x 36"	1x per week	3.0 gal
42" x 42" x 42"	1x per week	3.5 gal
48" x 48" x 48"	1x per week	4.0 gal
54" x 54" x 54"	1x per week	4.5 gal
60" x 60" x 60"	1x per week	5.0 gal

## 2. TEMPORARY TREE IRRIGATION (BASIS OF DESIGN)

## 1. LANDSCAPE PLANTING PLAN



## 4. TYPICAL CONTAINER SHRUB PLANTING DETAIL



Item	Quantity	Plant Name	Plant Size	Plant Type	Plant Location	Plant Notes
1	1	ANNUAL	12" x 12" x 12"	Annual	Flowery Branch Road	Plant in container
2	1	LP	12" x 12" x 12"	LP	Hog Mountain Road	Plant in container
3	1	PI	12" x 12" x 12"	PI	Cash Road	Plant in container
4	1	ANNUAL	12" x 12" x 12"	Annual	Flowery Branch Road	Plant in container
5	1	LP	12" x 12" x 12"	LP	Hog Mountain Road	Plant in container
6	1	PI	12" x 12" x 12"	PI	Cash Road	Plant in container

## GENERAL PLANTING NOTES

1. CONTAINER PLANTING: All container plants shall be planted in a container that is at least 12 inches high and 12 inches wide. The container shall be filled with a growing medium and a tree is planted in the center. The container is used to grow trees in a controlled environment before they are planted in the ground.
2. PLANTING SPACING: The minimum planting spacing between two adjacent trees shall be 4 feet. The minimum planting spacing between two adjacent shrubs shall be 12 feet. The minimum planting spacing between two adjacent annuals shall be 12 feet.
3. PLANTING DEPTH: The minimum planting depth for all plants shall be 12 inches. The minimum planting depth for all shrubs shall be 12 inches. The minimum planting depth for all annuals shall be 12 inches.
4. PLANTING LOCATION: All plants shall be planted in the location specified on the planting plan. The location shall be marked with a planting symbol and a label. The location shall be marked with a planting symbol and a label.
5. PLANTING NOTES: All plants shall be planted in the location specified on the planting plan. The location shall be marked with a planting symbol and a label. The location shall be marked with a planting symbol and a label.



FLOWERY BRANCH ROUNDABOUT  
HOG MOUNTAIN ROAD at CASH ROAD  
FLOWERY BRANCH, GEORGIA

NO.	DATE	DESCRIPTION
1		
2		
3		
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LANDSCAPE PLANTING PLAN  
NOTES AND DETAILS

JOB NO: WOOD-2101  
DATE: 03/09/2022  
DRAWN BY: SS  
CHECKED BY: ALB  
SHEET NUMBER: L-3