

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
GDOT Contract ID No.: CS00UUTL150475
EASEMENT LIMITED AGREEMENT

PROJECT No.: STP00-0000-00(410), Spalding County
P.I. No.: 0000410

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the City of Griffin, hereinafter called the COMPANY, second party.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT proposes under the above numbered project to Improve the intersection on State Route 362 @ County Road 507/ Rover Zetella Road/ Moreland Road in Spalding County, Georgia and

WHEREAS, the COMPANY has existing property interests located upon or over the project on State Route 362 @ County Road 507/ Rover Zetella Road/Moreland Road from station 14+80 to 19+20 Left and from station 19+75 to 23+71 Left with property interests located upon a right-of-way or easement with rights to install, operate and maintain such facilities thereon; and

WHEREAS, the location of said right-of-way or easement is shown on the highway plans at said station limits for this project, a copy of said plans in pertinent part being attached hereto as **Exhibit A** showing the proposed Easement Limited Agreement location. The existing facilities presently contemplated are not in conflict with the highway construction; however, if they are later found to be in conflict, they will be relocated or adjusted, if necessary, to accommodate the proposed highway construction; and

WHEREAS, the DEPARTMENT and the COMPANY desire to enter into an agreement relative to the encroachment of the highway project on the rights-of-way or easement upon which the facilities are located.

STANDARD UTILITY AGREEMENT

EASEMENT LIMITED AGREEMENT

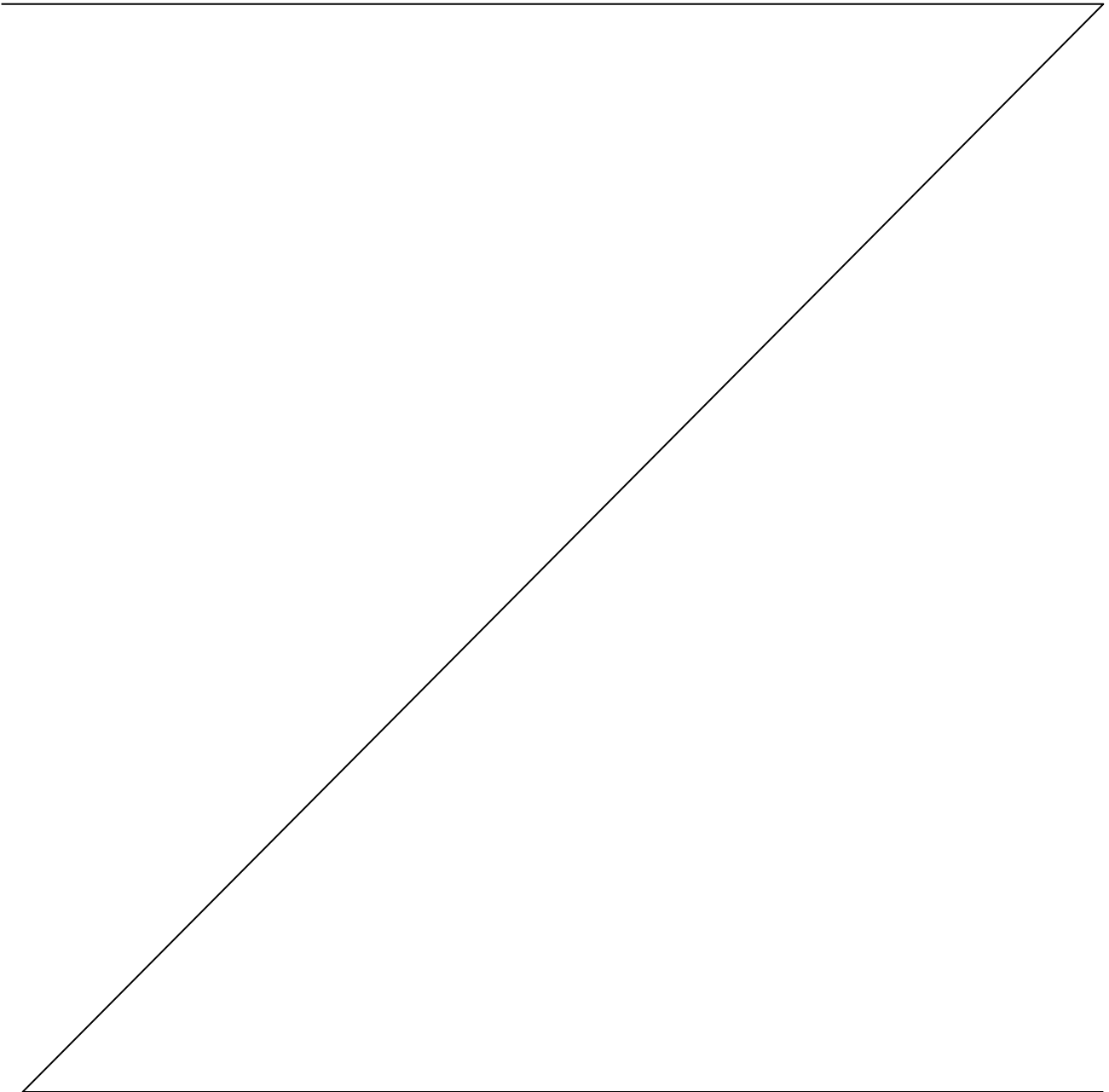
NOW, THEREFORE, in consideration of Zero & No/100 Dollars (\$0.00) in hand paid and other valuable considerations received by the COMPANY and further in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is hereby agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT will notify the COMPANY of the new project designation. Such change in project designation shall not affect any of the terms of this Agreement.
2. The COMPANY relinquishes and grants to the DEPARTMENT all its existing property interests at the locations shown on the attached highway plans and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the COMPANY 'S right-of-way or easement under the terms and conditions as herein stated.
3. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the COMPANY 'S rights-of-way or easement located within the limits of the required right-of-way acquired by the DEPARTMENT.
4. The COMPANY agrees to relocate or adjust, existing COMPANY facilities if later found in conflict with the highway construction project contemplated herein. All costs incurred by the COMPANY related to such relocation or adjustment of its existing facilities shall be reimbursed through a separate agreement by the DEPARTMENT in accordance with Federal and State laws. Comparable pre-existing ingress and egress to COMPANY property rights and facilities will be provided to the COMPANY at DEPARTMENT expense. COMPANY retains fully adequate right of ingress and egress to COMPANY property rights and facilities over the property that is the subject of the highway construction project contemplated herein.
5. The COMPANY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the COMPANY 'S facilities shall be in accord with the Utility Accommodation Policy and Standards Manual, current edition, issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the COMPANY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way.
6. The DEPARTMENT agrees to notify the COMPANY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The COMPANY agrees to plan with the DEPARTMENT'S Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the COMPANY will relocate or adjust its facilities, if necessary.
7. This Agreement contains the entire agreement of the parties hereto, and no representation, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding

STANDARD UTILITY AGREEMENT

EASEMENT LIMITED AGREEMENT

upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provision of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.



STANDARD UTILITY AGREEMENT

EASEMENT LIMITED AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF GRIFFIN

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
(SEAL)

BY: _____
CITY CHAIRMAN

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20_____,
My commission expires:

Signed on behalf of the City of Darien pursuant to resolution
dated _____.

FEIN _____

BY: _____
SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

BY: _____
STATE UTILITIES ENGINEER

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT Nos.: CSNHS-0007-00(421)
COUNTY: SPALDING
P.I. Nos.: 0000410
DATE: March 23, 2015 YPF

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT

EASEMENT LIMITED AGREEMENT

RESOLUTION

STATE OF GEORGIA
COUNTY OF SPALDING

BE IT RESOLVED by the City of Griffin, and it is hereby resolved, that the foregoing attached Agreement, relative to Project STP00-0000-00(410), PI # 0000410, be entered into by the City of Griffin and that Kenny Smith, as City Manager and, Douglas Hollberg as Chairperson of the City of Griffin Board, be and they are, thereby authorized and directed to execute the same for and in behalf of said City of Griffin.

Passed and adopted, this the _____ day of _____, 20_____.

ATTEST:

CITY MANAGER

BY: _____
Chairperson

STATE OF GEORGIA,
COUNTY OF SPALDING

I, Kenny Smith, as City Manager of the City of Griffin, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by City Manager and Chairperson of the City of Griffin Board.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
CITY MANAGER