



June 15, 2023

City of Augusta  
Hameed Malik, Director of Engineering  
Department of Engineering Administration  
452 Walker Street, Suite 110  
Augusta, GA 30901

**Re: PI# 0012868 - CR1502/BARTON CHAPEL RD @ SR 10/US 78 (“Project”)**

Dear Dr. Malik:

Please find enclosed a Relocation Agreement with respect to the above-referenced project. As you will note in the Relocation Agreement, the total estimated cost for the relocation of the distribution facilities associated with the Project is \$78,553.00 (the “Total Estimate”). In accordance with the Franchise Agreement between Georgia Power Company and the City, the City must bear nine and ninety-three hundredths’ percent (9.93%) of the estimated cost of relocation, which is \$7,800.00 (the “Reimbursement Cost”).

Both the total estimated cost for relocation and the “Reimbursement Cost” are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, prior to the date that is one (1) year following the date set forth on the enclosed estimate, the City executes and returns the enclosed Relocation Agreement and authorizes commencement of the work.

If you have any questions, please contact Jason Eddie at (706) 589-0657.

Sincerely,

A handwritten signature in blue ink, appearing to read "Monica R. Kimber".

Monica R. Kimber  
mrkimber@southernco.com

Please sign the agreement and send the electronic copy to the email address below:

**Monica R. Kimber (mrkimber@southernco.com)**

After agreements have been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

**Georgia Power Company**

**96 Annex**

**Atlanta, GA 30396-0001**

**(Attn: Ayannes Stodghill)**

Please reference invoice and or PI# number on check.

**UTILITY RELOCATION AGREEMENT**

PROJECT NAME: **CR1502/BARTON CHAPEL RD @ SR 10/US 78**

PROJECT NUMBER: **0012868**

GDOT PROJECT NUMBER: \_\_\_\_\_

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **CITY of AUGUSTA**, State of Georgia (hereinafter referred to as the "City"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either City or Company, or both, as a "Party" or "Parties."

**WITNESSETH:**

**WHEREAS**, the City proposes under the above written Project to construct CR1502/BARTON CHAPEL RD @ SR 10/US 78 (hereinafter referred to as the "Project"); and

**WHEREAS**, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

**WHEREAS**, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to City's acquisition of the road right(s)-of-way, all as involved in said Project; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**Section 1**      **THE WORK**

1.1      **Company Facilities**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

## 1.2 Road Right-of-Way

Prior to Company commencing the Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

## 1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

## Section 2 COSTS AND PAYMENT

### 2.1 Compensable Property Interests

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is SEVENTY-EIGHT THOUSAND, FIVE HUNDRED FIFTY-THREE Dollars (\$78,553.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is SEVEN THOUSAND, EIGHT HUNDRED Dollars (\$7,800.00), otherwise reflected as **nine and ninety-three hundredths percent (9.93%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at City's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by City.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, City will pay Company a sum equal to the lesser of (a) SEVEN THOUSAND, EIGHT HUNDRED Dollars (\$7,800.00), otherwise reflected as **nine and ninety-three hundredths percent (9.93%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding

percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. City will also pay Company for the costs of any improvements or betterments of a Facility being made solely at City's request and not being made necessary by the proposed construction and/or maintenance.

## 2.2 **Progress Payments**

If Company chooses to submit invoices for progress payments, City will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Work, Company shall submit a final bill to City and City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the City.

## 2.3 **Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) City's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

## **Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST**

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If City determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, City will provide Company with a written basis for such insufficiency and request that Company provide additional information. City will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that City certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If City does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of City's receipt of same, the Reimbursement Claim will be deemed approved by City.

## **Section 4**      **DISPUTE RESOLUTION**

### 4.1      **Disagreement**

If Company disagrees with City's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

### 4.2      **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) City fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

### 4.3      **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking

temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

## **Section 5**      **VERIFICATION**

### **5.1**      **Material Discrepancy**

For purposes of this Section 5, “Verification” means that City has reasonably determined that there is a material discrepancy between Company’s invoiced charges and City’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should City fail to provide such documentation within the specified time period, City must pay the disputed amount. City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

### **5.2**      **Audit**

At any time within thirty-six (36) months after the date of final payment, City, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable City to test the accuracy of the invoices to which the audit pertains, provided that City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from City (based on the mutually agreed upon audit results), City may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

## **Section 6      Buy America**

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception of this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “Buy America Certificate of Compliance” is attached to this agreement as “Exhibit B”. Records to be maintained by the City and the Georgia Department of Transportation – Office of Utilities for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that very process, including the application of a coating performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

## **Section 7      CITY AS PARTY**

City acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

## **Section 8      COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If City fails to authorize



commencement of the Work by June 15, 2024, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing City with notice in writing. If City fails to sign and return this Agreement to Company by June 15, 2024, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

**Section 9**      **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**ATTEST:**

**City of Augusta, GEORGIA**

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

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

**Title:** \_\_\_\_\_

**Mayor**

**Witness:** \_\_\_\_\_

(SEAL)

**Notary:** \_\_\_\_\_

(SEAL)

**Approved as to Form by:**

\_\_\_\_\_  
**City of Augusta Department of  
Transportation**

**ATTEST:**

**GEORGIA POWER COMPANY**

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

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

**Title:** \_\_\_\_\_

**Title:** Centralized Engineering Svcs Manager

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Notary:** \_\_\_\_\_

(SEAL)

**[Give proper title of each person executing Agreement. Attach seal as required.]**

**DOT Prior Rights Research PI# 0012868**  
**CR 1502/Barton Chapel Road @ SR 10/US 78**  
**Richmond County**

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database, on the Richmond County Tax Assessors website on GDOT's Trans PI Website and on the GSCCCA.org website by GMD, property owners and address. The project is located in the 119<sup>th</sup> GMD of Richmond County, Georgia. Roads involved are CR 1502/Barton Chapel Road and SR 10/US 78 a/k/a Gordon Highway.

**Distribution Base Map:** 1086-1166

**Transmission:**

The Dum Jon – Fort Gordon #12 115 KV Transmission Line is within the project area. However, no structures or facilities were requested for research at this time.

**Distribution:**

Easements for the Augusta – Milledgeville Road were acquired by Georgia Power Company during the late 1930's and early 1940's. The easements acquired from Mrs. T. R. Maxwell (PSN# 222065), dated 4/11/41 and from H. H. and Ethel E. Brown (PSN# 222066), dated 3/21/41 cover the locations affected by this project and are shown on the attached GDOT Plans for project # H019242, sheet 14, dated 1952.

Distribution lines and facilities were constructed outside of State Road and County Road Right of Way. We found no evidence that the State or the County owned any Right of Way prior to the placement of the reimbursable locations for the distribution lines and facilities in the project area.

<b>EXHIBIT "A"</b>			
<b>Richmond County</b>			
<b>CR 1502/Barton Chapel Road @ SR 10/US 78</b>			
<b>PI# 0012868</b>			
<b>November 15, 2021</b>			
<b>Work Loc #</b>	<b>Reimb</b>	<b>Non - Reimb</b>	<b>Comments</b>
<b>Sheet 24-0001</b>			
5	X		To/From Location from Location #8
<b>Sheet 24-0002</b>			
6	X		Easement from Mrs. T. R. Maxwell (PSN# 222065), dated 4/11/41. Also see attached GDOT plans for project H019242, sheet 14, dated 1952.
7	X		Easement from H. H. & Ethel E. Browne (PSN# 222066), dated 3/21/4. Also see attached GDOT plans for project H019242, sheet 14, dated 1952
8	X		Easement from Mrs. T. R. Maxwell (PSN# 222065), dated 4/11/41. Also see attached GDOT plans for project H019242, sheet 14, dated 1952.
9	X		Easement from Mrs. T. R. Maxwell (PSN# 222065), dated 4/11/41. Also see attached GDOT plans for project H019242, sheet 14, dated 1952.
<b>Sheet 24-0005</b>			
13	X		To/From Location from Location #9







Name of Line Augusta-Milledgeville Road

SEQ. NO. 121 707

PSN# 222065  
Locations 5, 6,  
8, 9 & 13

Account No. \_\_\_\_\_

STATE OF GEORGIA,  
Richmond COUNTY.

EASEMENT  
L. F. 6-389 MBO #6166  
M. F. \_\_\_\_\_  
D. F. \_\_\_\_\_  
5319-10-1

Received of Georgia Power Company, hereinafter called the Company, the sum of  
One and no/1.00 Dollars (\$ 1.00 ), in consideration of which

the undersigned, Mrs. T.R. Maxwell, whose Post Office Address is

Augusta Ga., do hereby grant and convey to said Company, its successors and assigns,

the right, privilege and easement to go ~~in, upon, along and across~~ along the highway that tract of land owned by the undersigned

in Land Lot \_\_\_\_\_ Number \_\_\_\_\_ of the 119 G.M. District, \_\_\_\_\_ Section

of Richmond County, State of Georgia, said lands being bounded on the North

by lands of J.W. Burkhalter, on the South by lands of

Dr. J.L. Howard, on the East by lands of J.W. Burkhalter

Dr. J.L. Howard, and on the West by lands of Barton Chapel Rd;

together with the right to construct, operate and maintain continuously upon said land, its lines (erected on poles) for transmitting electric current, with poles, wires and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Mrs. T.R. Maxwell ha.S.  
hereunto set hw hand and seal, this 11 day of April, 19 41

Mrs. T.R. Maxwell (SEAL)

Signed, sealed and delivered in the presence of: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

O.M. Barton  
Albert R. Eagle  
Notary Public, State at Large, Georgia.

DEED BOOK 14 H.  
PAGE 437

My Commission expires \_\_\_\_\_, in the presence of two (2) witnesses, one of whom should be a Notary Public.



Name of Line Augusta-Milledgeville Road

SEQ. NO. 121-708

Account No. \_\_\_\_\_

EASEMENT

5319-10-2

STATE OF GEORGIA,  
Richmond COUNTY.

L. F. 6-389  
M. F. WBO # 6166  
D. F. \_\_\_\_\_

Received of Georgia Power Company, hereinafter called the Company, the sum of One and no/100 Dollars (\$ 1.00), in consideration of which the undersigned, H.H. Brown & Ethel E. Brown, whose Post Office Address is Augusta Ga., do. es. hereby grant and convey to said Company, its successors and assigns,

the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot..... Number ..... of the 119 G.M. District, ..... Section of Richmond County, State of Georgia, said lands being bounded on the North

by lands of Georgia Rail Road, on the South by lands of Mrs. J.R. Maxwell, on the East by lands of Baita Chapel Rd & J. E. Johnson, and on the West by lands of Mrs. J.R. Maxwell;

together with the right to construct, operate and maintain continuously upon said land, its lines (erected on poles) for transmitting electric current, with poles, wires and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said H.H. Brown & Ethel E. Brown ha. s. hereunto set their hand..... and seal....., this 21 day of March, 1941

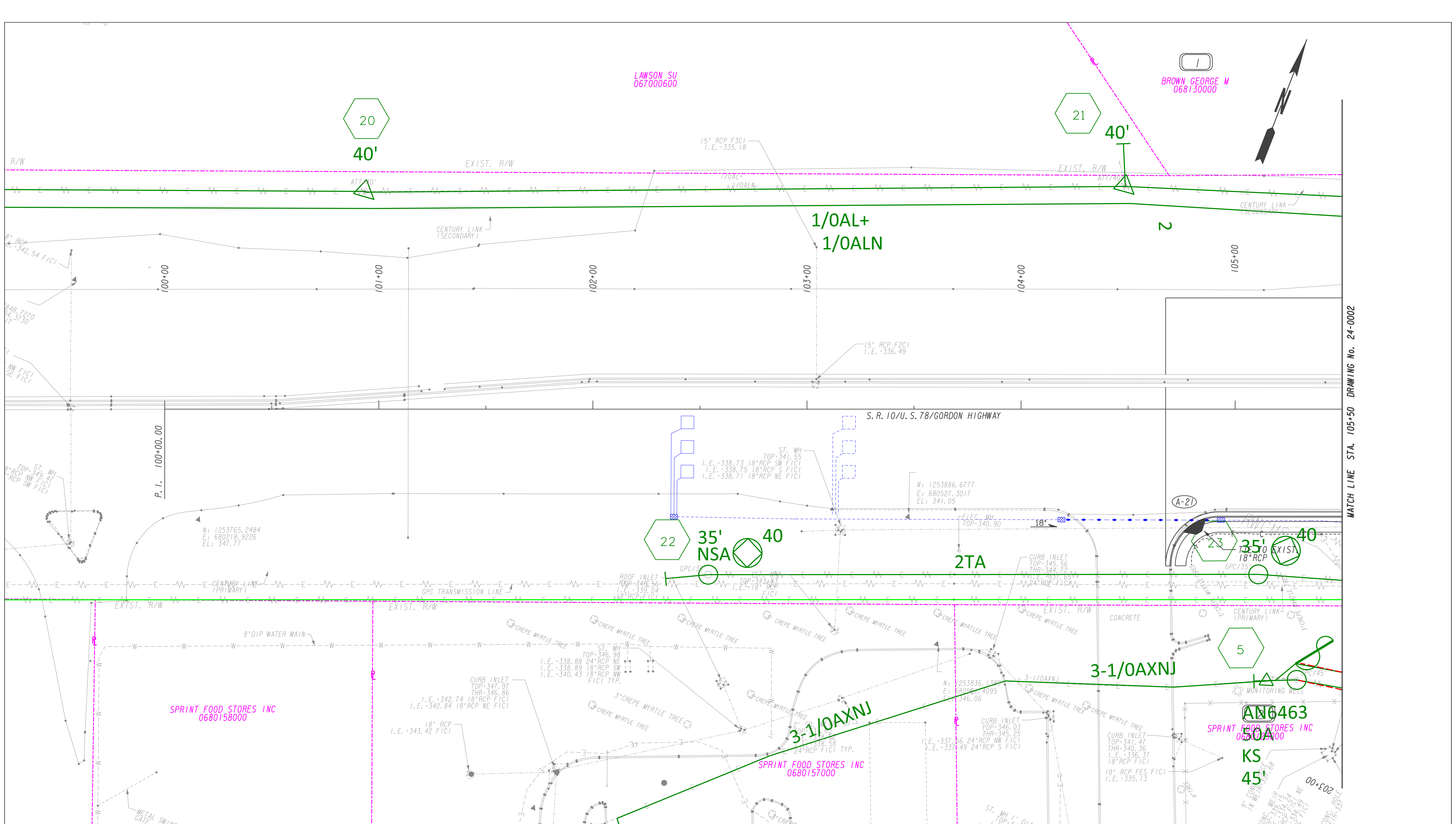
H.H. Brown (SEAL)  
Ethel E. Brown (SEAL)  
..... (SEAL)

Signed, sealed and delivered in the presence of:  
Winfred J. Glouy  
Albert R. Egle

Notary Public, State at Large, Georgia.  
My Commission Expires July 11th, 1941

DEED BOOK 14-11  
PAGE 444





MATCH LINE STA. 105+50 DRAWING NO. 24-0002

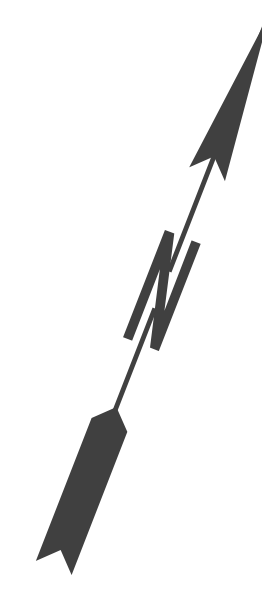
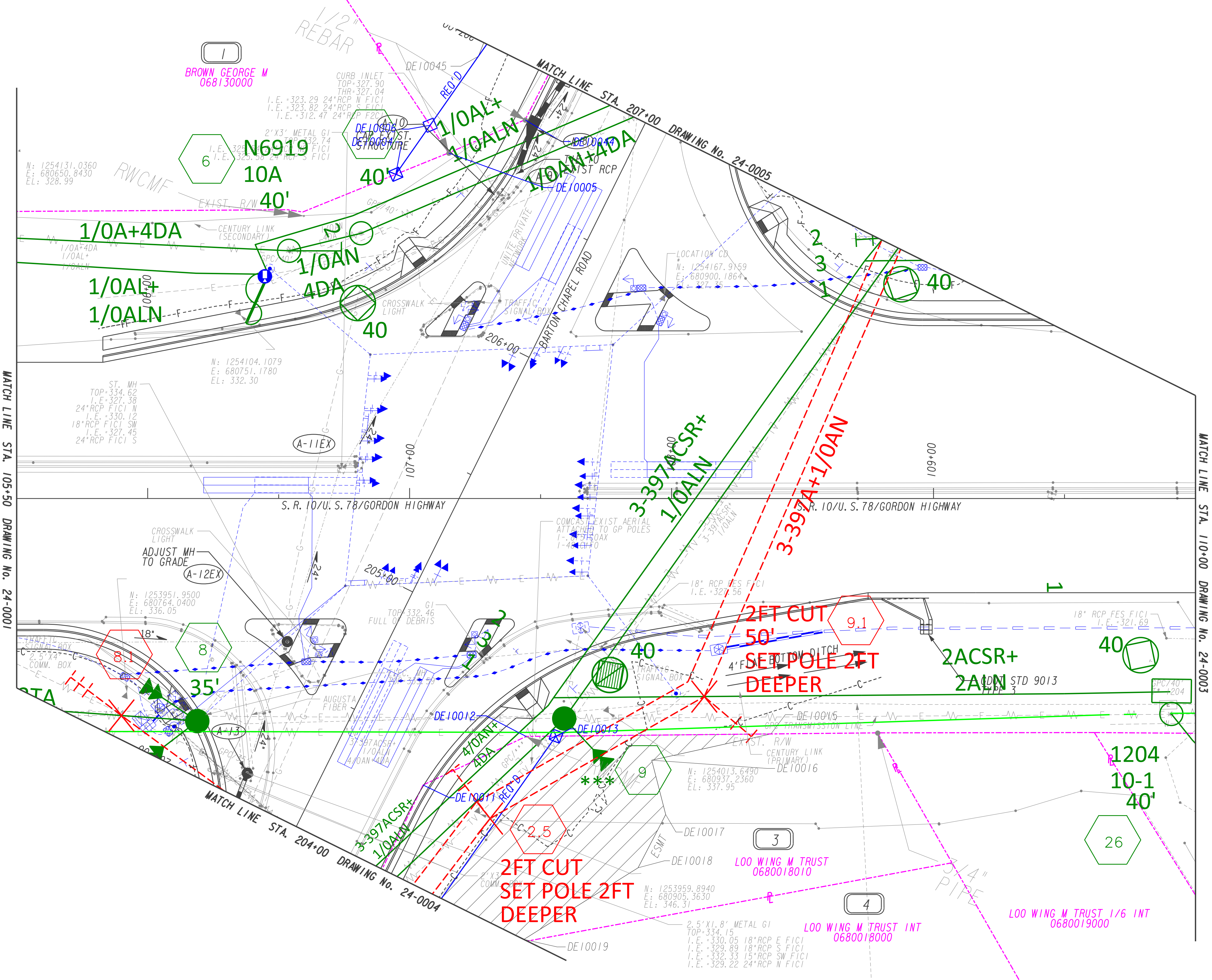


ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 07/29/2021	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: KRISTI B. GRIFFIN  
 PROJECT TITLE: CR1502/BARTON CHAPEL RD @ SR 10/US 78  
 DATE: AUGUST 2021  
 WORK ORDER #:  
 REGION: AUGUSTA AREA  
 COUNTY: RICHMOND  
 MAP REFERENCE: 1086-1166  
 PI: 0012868  
 HQ: AUGUSTA  
 DWG #: 24-0001







ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 07/29/2021	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: KRISTI B. GRIFFIN  
 PROJECT TITLE: CR1502/BARTON CHAPEL RD @ SR 10/US 78  
 DATE: AUGUST 2021  
 WORK ORDER #: PI: 0012868  
 REGION: AUGUSTA AREA HQ: AUGUSTA  
 COUNTY: RICHMOND  
 MAP REFERENCE: 1086-1166  
 DWG #: 24-0002

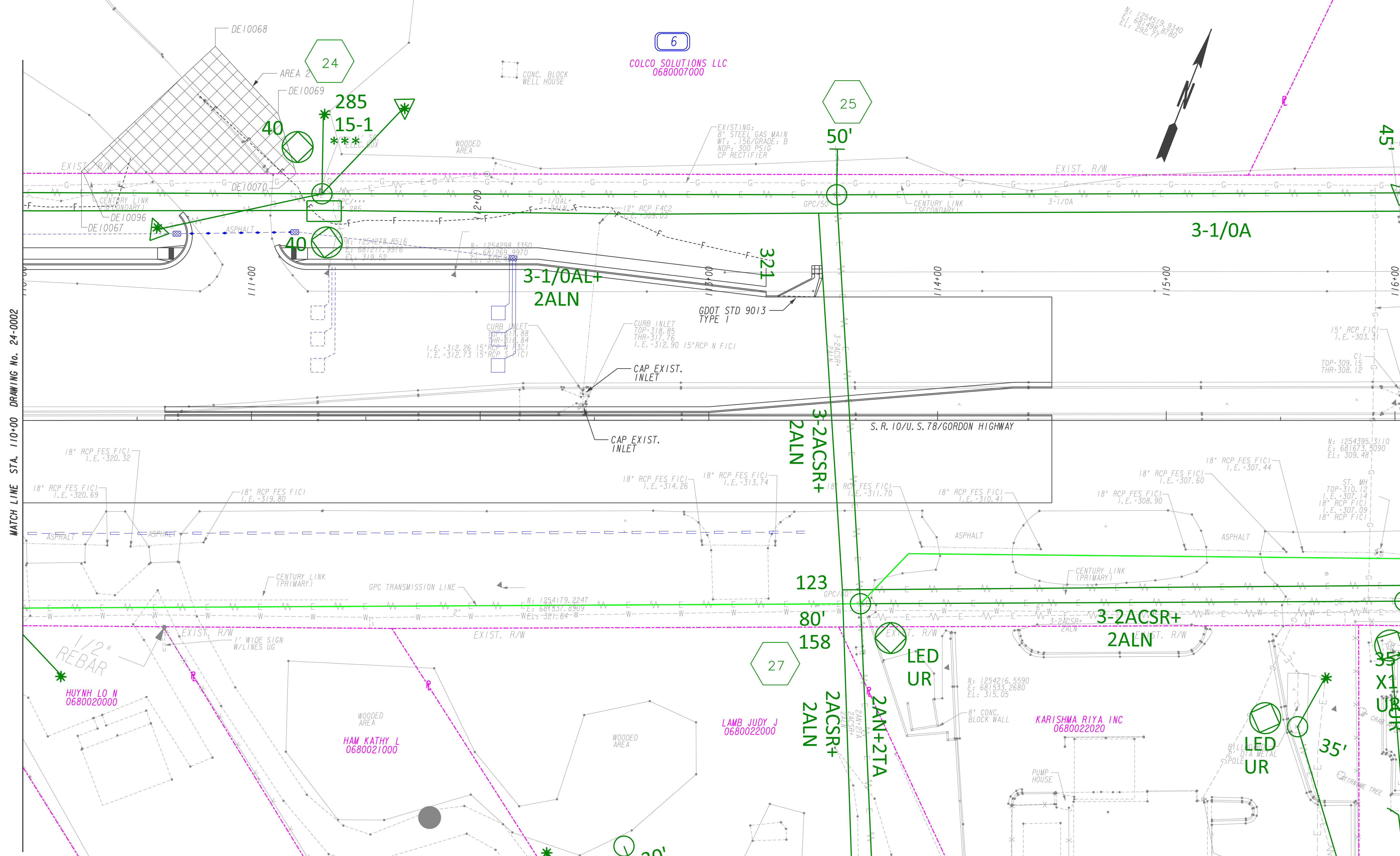
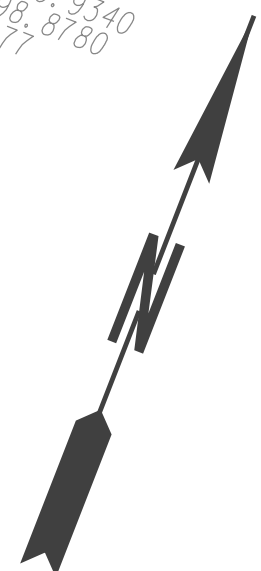




N: 1254519.9340  
E: 681498.0780  
EL: 292.77

6

COLCO SOLUTIONS LLC  
0680007000



MATCH LINE STA. 110+00 DRAWING NO. 24-0002



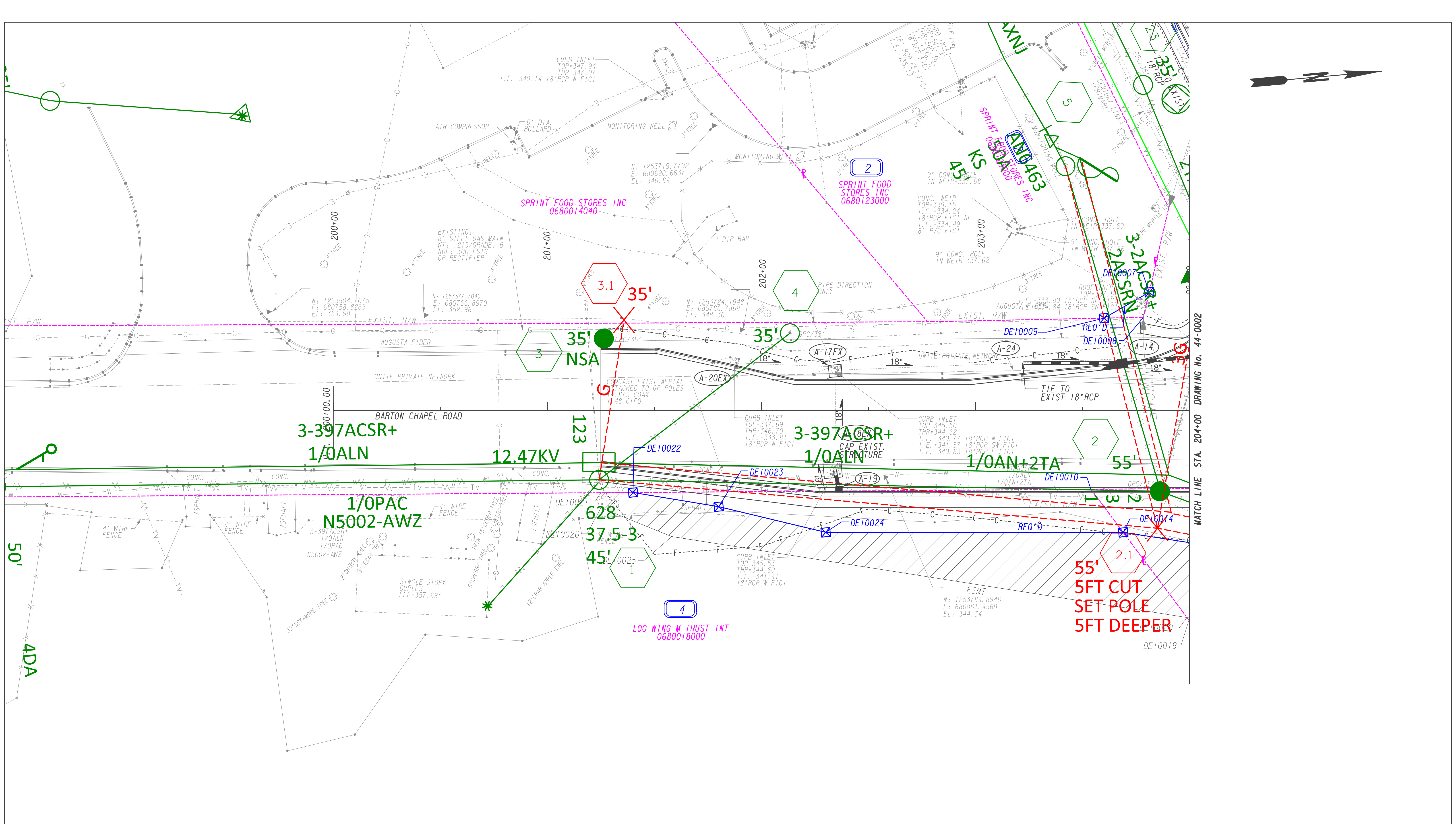
ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 07/29/2021	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: KRISTI B. GRIFFIN  
PROJECT TITLE: CR1502/BARTON CHAPEL RD @ SR 10/US 78  
DATE: AUGUST 2021

WORK ORDER #: PI: 0012868  
REGION: AUGUSTA AREA HQ: AUGUSTA  
COUNTY: RICHMOND  
MAP REFERENCE: 1086-1166  
DWG #: 24-0003







MATCH LINE STA. 204+00 DRAWING No. 44-0002



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 07/29/2021	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

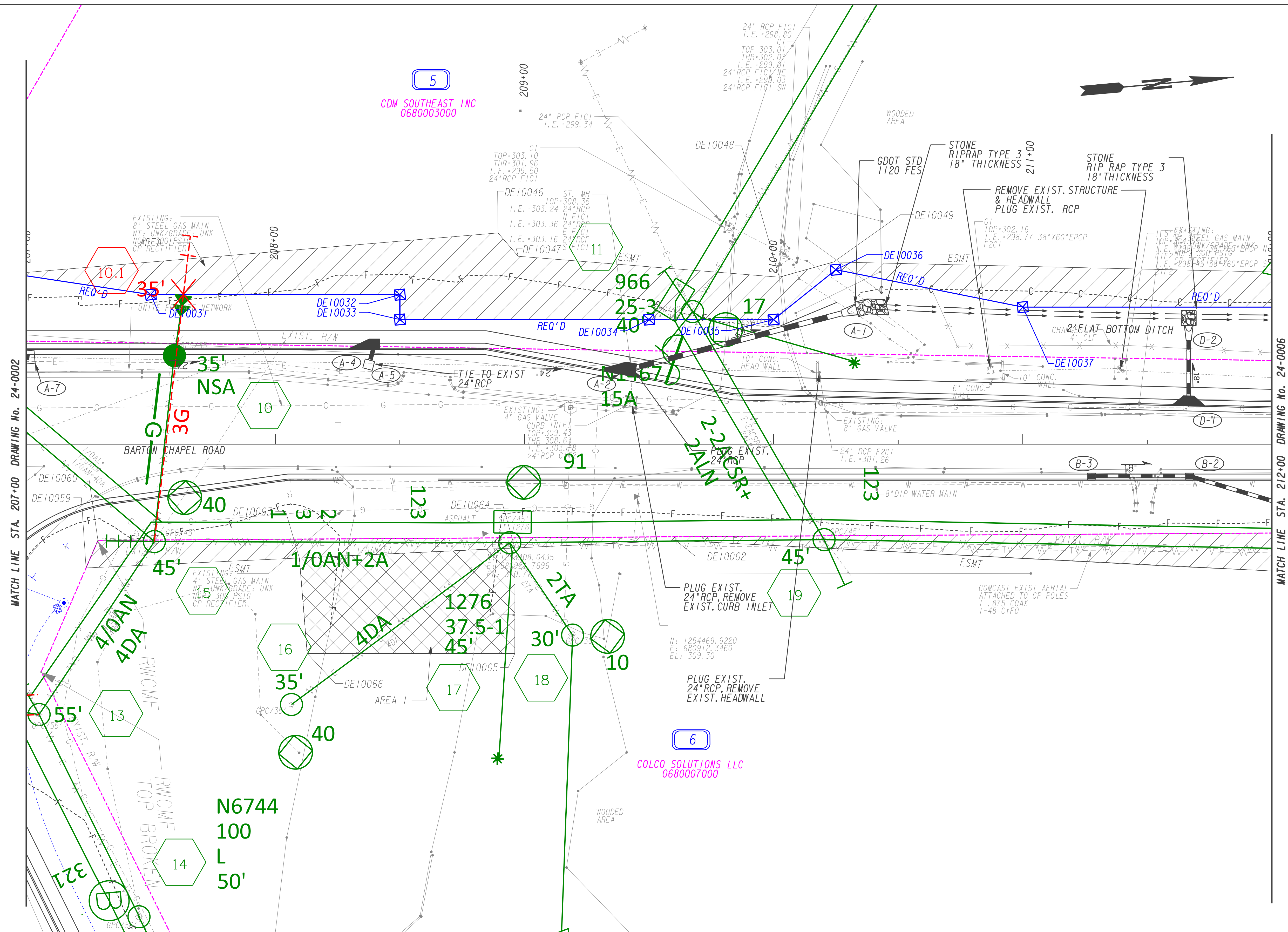
ENGINEERED BY: KRISTI B. GRIFFIN  
 PROJECT TITLE: CR1502/BARTON CHAPEL RD @ SR 10/US 78  
 DATE: AUGUST 2021

WORK ORDER #:  
 REGION: AUGUSTA AREA  
 COUNTY: RICHMOND  
 MAP REFERENCE: 1086-1166

PI: 0012868  
 HQ: AUGUSTA  
 DWG #: 24-0004





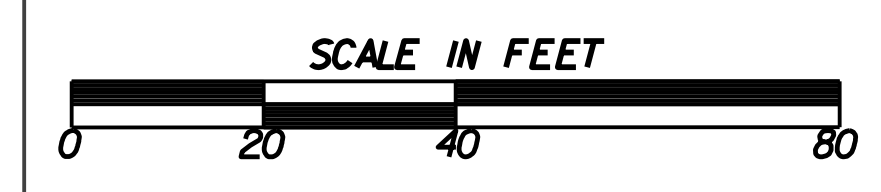


MATCH LINE STA. 207+00 DRAWING No. 24-0002

MATCH LINE STA. 212+00 DRAWING No. 24-0006

5  
CDM SOUTHEAST INC  
0680003000

6  
COLCO SOLUTIONS LLC  
0680007000

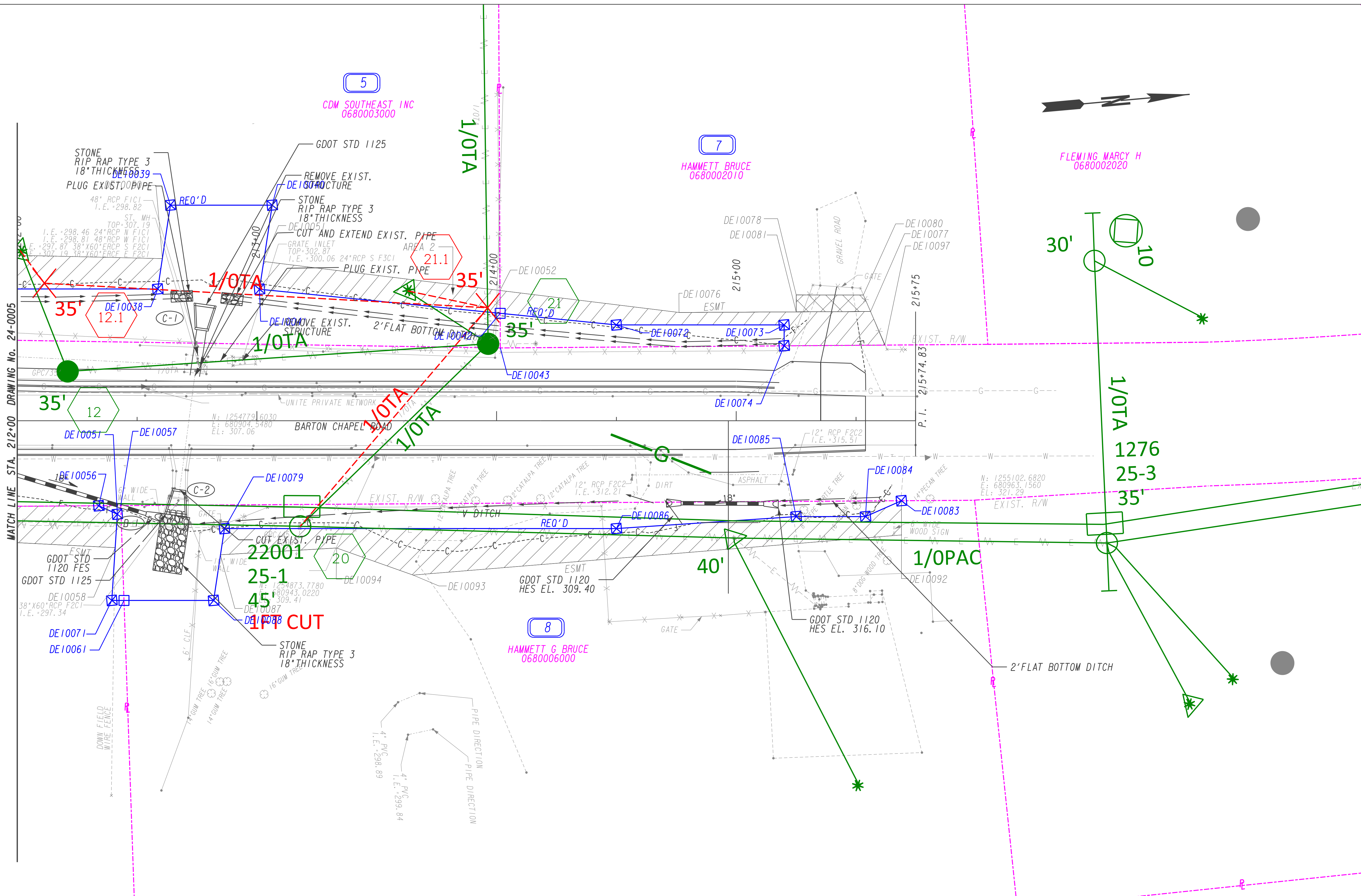


ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 07/29/2021	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: KRISTI B. GRIFFIN  
 PROJECT TITLE: CR1502/BARTON CHAPEL RD @ SR 10/US 78  
 DATE: AUGUST 2021  
 WORK ORDER #: PI: 0012868  
 REGION: AUGUSTA AREA HQ: AUGUSTA  
 COUNTY: RICHMOND  
 MAP REFERENCE: 1086-1166  
 DWG #: 24-0005







MATCH LINE STA. 212+00 DRAWING No. 24-0005



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 07/29/2021	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: KRISTI B. GRIFFIN  
 PROJECT TITLE: CR1502/BARTON CHAPEL RD @ SR 10/US 78  
 DATE: AUGUST 2021  
 WORK ORDER #:  
 REGION: AUGUSTA AREA  
 COUNTY: RICHMOND  
 MAP REFERENCE: 1086-1166  
 PI: 0012868  
 HQ: AUGUSTA  
 DWG #: 24-0006

