

**AGREEMENT**  
**BETWEEN**  
**GEORGIA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**COLUMBUS CONSOLIDATED GOVERNMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and **COLUMBUS CONSOLIDATED GOVERNMENT** acting by and through its City Council, hereinafter called **COLUMBUS, GEORGIA**.

WHEREAS, **COLUMBUS, GEORGIA** has represented to the **DEPARTMENT** a desire to obtain roadway lighting as part of the **SR 22 @CR 1505/BRADLEY PARK DR-DDI** access permit in Muscogee County (“Location”);

WHEREAS, **COLUMBUS, GEORGIA** has represented to the **DEPARTMENT** a desire to require the site developer/owner/operator provide for the installation, operation, and maintenance of the lighting system at “Location” and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and **COLUMBUS, GEORGIA** hereby agree each with the other as follows:

1. This AGREEMENT shall run for a period of fifty (50) years from the effective date written above unless terminated sooner by either party.
  
2. This AGREEMENT will cover the installation, operation, and maintenance of the lighting system as described in attachment “A”.

3. The **DEPARTMENT** shall coordinate with **COLUMBUS, GEORGIA** to provide access to the **DEPARTMENT'S RIGHT OF WAY** for the installation, operation, and maintenance of the lighting system at "Location".

4. **COLUMBUS, GEORGIA** shall install or cause to be installed the lighting system for "Location". **COLUMBUS, GEORGIA** shall assume full responsibility for the operations, repair, and maintenance of the lighting system for "Location", but not limited to any replacement and repair of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring, and service equipment. **COLUMBUS, GEORGIA** agrees to bear all costs associated with the coordination, management, furnishing, installation, licensing, testing, and maintenance.

5. This AGREEMENT may not be modified without at least thirty (30) days notification being made to the other party in writing. Any modification to this AGREEMENT must be approved and executed by both parties in writing. Either party reserves the right to terminate this AGREEMENT at any time upon thirty (30) days written notice to the other. In the event of termination or expiration of this AGREEMENT, **COLUMBUS, GEORGIA** and **DEPARTMENT** agree to cooperate to restore each party to the position occupied prior to the existence of this AGREEMENT.

6. To the extent allowed by law, **COLUMBUS, GEORGIA** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from **COLUMBUS, GEORGIA's** access to **DEPARTMENT'S RIGHT OF WAY**.

7. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution or the United States Constitution.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**GEORGIA DEPARTMENT  
OF TRANSPORTATION**

**COLUMBUS CONSOLIDATED  
GOVERNMENT**

\_\_\_\_\_  
Commissioner

(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Treasurer

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Attachment "A"



### Project Location Map

**SR 22 @CR 1505/Bradley Park Dr-DDI  
Muscogee County  
P.I. No. 0013373**