

RELOCATION AGREEMENT
City of Forest Park
Main Street & Courtney Drive Project

THIS AGREEMENT, made and entered into as of the [REDACTED] day of [REDACTED], 20 [REDACTED], by and between City of Forest Park, State of Georgia (hereinafter referred to as the "City"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company").

W I T N E S S E T H :

WHEREAS, the City proposes under the above written Project to construct the Main Street & Courtney Drive Project (hereinafter "Project");

WHEREAS, due to the construction of this Project, it will become necessary for the Company to make certain adjustments to the Company's existing facilities, in accordance with the estimate of One Million, One-Hundred Forty-Six Thousand, Seven Hundred and Seventy Dollars (\$1,146,770.00), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A" (the "Estimate");

WHEREAS, in accordance with that certain Franchise Agreement between the City and the Company, the City agrees to bear NINETY percent (90%) of the estimated costs of said relocation expenses, which amounts to One Million, Seventeen Thousand and Ninety-Three Dollars (\$1,017,093.00) (the "Payment Amount"); The Payment Amount has been adjusted to reflect the Preliminary Engineering Payment made previously.

WHEREAS, the location of Company's presently existing facilities and the proposed new location of such facilities are shown on the Company plans previously provided to the City; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, it is agreed:

Section 1. The City will make payment to the Company of the Payment Amount prior to the Company commencing any portion of the work contemplated hereunder. The Estimate and the Payment Amount are valid only for a period of one (1) year following the date set forth on the Estimate.

Section 2. The 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 this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its facilities as are set forth in the Scope of Work section of Exhibit "A". The Company may elect to contract any portion of the work contemplated. Notwithstanding the foregoing, the Company shall not be obligated to commence any work unless the City both makes payment to the Company of the Payment Amount and authorizes commencement of the work prior to the date that is one (1) year following the date set forth on the Estimate.

Section 3. The City further agrees to be responsible to the Company for one hundred percent (100%) of any and all costs incurred in acquiring additional easements for rights of way, including without limitation, easements for lines, access, tree trimming, guy wires, anchors, and other devices, appliances and facilities, and any and all other such easements and property rights as may be necessary for the Company's installation, operation and maintenance of its facilities.

Section 4. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement 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 5. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 6. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Georgia.

Section 7. In the event the City fails to execute and return this Agreement to Company before January 1, 2023, this Agreement shall be void and of no effect whatsoever.


IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

Witness

Notary Public
Manager

(SEAL)

“COMPANY”
GEORGIA POWER COMPANY

By: 
Name: William Howard
Title: Centralized Engineering Services

(SEAL)

Witness

Notary Public

(SEAL)

“CITY”
CITY OF FOREST PARK

By: _____ (SEAL)
Name: _____
Title: Mayor
Date: _____

Attest: _____ (SEAL)
Name: _____
Title: _____

Approved as to Form: _____
City Attorney