

Memorandum of AGREEMENT

FOR

ROADWAY LIGHTING ON STATE ROUTE 140 / US 92 Holcomb Bridge Road

CONSISTING OF

**Existing Lighting And Additional Lighting On State Route 140
Beginning At Old Dogwood Road And Continuing To The East To The
North Bound On Ramp For State Route 400, Fulton County**

BETWEEN

The City of Roswell, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The City is requesting to install additional Lighting Structures along the existing roadway of State Route 140 / US 92 Holcomb Bridge Road, beginning at Old Dogwood Road and continuing to the east to the north bound on ramp for State Route 400, Fulton County (See Attached Photo).

I. IT IS THE INTENTION OF THE PARTIES:

A. That the CITY, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. The CITY shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the

Georgia Department of Transportation's Design Policy Manual, along the shoulder of the existing roadway of State Route 140 / US 92 Holcomb Bridge Road, beginning at Old Dogwood Road and continuing to the east to the north bound on ramp for State Route 400, Fulton County

2. The CITY, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

3. The CITY shall at all times indemnify and save harmless the DEPARTMENT and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The CITY assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the DEPARTMENT, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the CITY elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition the Department reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public

safety is at any time compromised by the actions or inactions of the CITY.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, 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.

This document is a Memorandum of Agreement expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed, sealed and delivered
this _____ day of _____,
201_, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

COMMISSIONER

RECOMMENDED:

Jeff Baker, P.E.
State Utilities Engineer

REQUESTED BY: CITY OF ROSWELL, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL OF CITY OF ROSWELL)

SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
201_.

Attest:

This Agreement approved by the
City Counsel at a meeting held
at _____ on

BY: _____ -

the ____ day of _____, 201_.

City Clerk