AGREEMENT
BETWEEN DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND LUMPKIN COUNTY
SR9 @ SR 52 project

This Agreement is made and entered into this ____ day of January, 2016, by and between the **DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and **LUMPKIN COUNTY, GEORGIA** acting by and through its Board of Commissioners, hereinafter called the COUNTY.

WHEREAS, the **COUNTY** has represented to the **DEPARTMENT** a desire to obtain roundabout lighting as part of the **SR9 @ SR 52 project**, said lighting to be installed under P.I. No. 0009949, Lumpkin County; and,

WHEREAS, the **COUNTY** has represented to the **DEPARTMENT** a desire to participate in:

Providing the Energy for said lighting system at the aforesaid location, and the DEPARTMENT has relied upon such representation; and,

WHEREAS, the **DEPARTMENT** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **DEPARTMENT**, funds apportioned to the **DEPARTMENT** by the Federal Highway Administration under Title 23, United States Code, Section 104 or a combination of funds from any of the above sources.

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

1. The **DEPARTMENT** or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 9 @ SR 52** project, said lighting to be installed under P.I. No. 0009949, Lumpkin County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of the installation of said lighting system and acceptance by the **DEPARTMENT**, the **COUNTY** further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The **DEPARTMENT** shall retain ownership of all materials and various components of the entire lighting system. The **COUNTY** 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**.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the **COUNTY** that the **DEPARTMENT** has relied upon the **COUNTY'S** representation of providing for the energy of the lighting represented by this Agreement; therefore, if the **COUNTY** elects to de-energize the lighting system during the term of this Agreement, the **COUNTY** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **COUNTY** elects to de-energize any individual unit within the lighting system, the **COUNTY** shall reimburse the **DEPARTMENT** for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **COUNTY** with a statement of material costs upon completion of the installation.

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.

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

RECOMMENDED: **LUMPKIN COUNTY**

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Kathleen C. Walker
Clerk, Lumpkin County

This agreement approved by the Board of Commissioners at a meeting held January 19, 2016.

Kathleen C. Walker
Lumpkin County Clerk

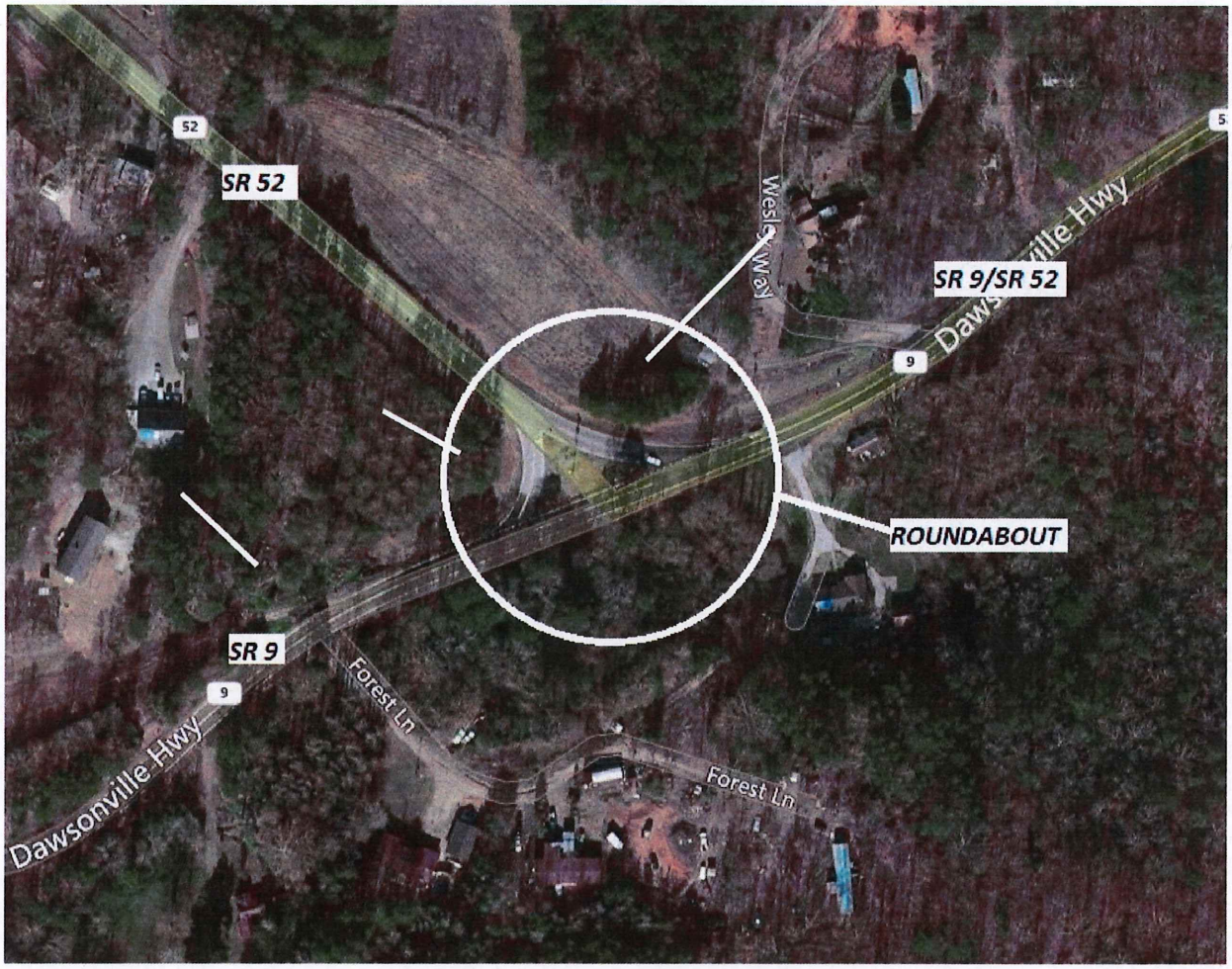
DEPARTMENT OF TRANSPORTATION

_____ _____
Commissioner Witness

_____ **Seal**

Notary Public, Commission Expires:

Attachment "A"



Project Location Map

SR 9 @ SR 52 - Lumpkin County
P.I. No. 0009949