

**AGREEMENT FOR THE ELIMINATION OF AN AT-GRADE CROSSING AND FOR  
INCENTIVE PAYMENTS TO BE MADE TO HALL COUNTY**

This Agreement for the Elimination of an At-Grade Crossing and For Incentive Payments to be Made to Hall County (hereinafter “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between Hall County, Georgia, a political subdivision of the State of Georgia with its offices located at 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter the “County”); Norfolk Southern Corporation, a for profit corporation organized and existing under the laws of the State of Virginia, registered to do business in the State of Georgia, and with offices located at 650 West Peachtree Street, NW, Atlanta, GA 30308 (hereinafter “NSC”); and the Georgia Department of Transportation, an agency of the State of Georgia with offices located at One Georgia Center, 600 West Peachtree, NW, Atlanta, GA 30308 (hereinafter “GDOT”);

**RECITALS**

**WHEREAS**, NSC has requested the permanent closing of an at-grade crossing in Hall County at the northernmost crossing of White Sulphur Road, known as DOT # 717 784N, RR Milepost 578.74, as it intersects the NSC tracks at that location; and

**WHEREAS**, it is within the authority of the Hall County Board of Commissioners to initiate voluntarily elimination of at-grade crossings within the County road system; and

**WHEREAS**, it has been determined reasonably necessary in the interest of public safety to initiate the elimination of the aforementioned at-grade crossing due to the projected periodic and consistent blocking of the crossing by trains moving into and out of the new Inland Port facility in Hall County; and

**WHEREAS**, it has been determined that the enhancement of public safety resulting from such elimination of the at-grade crossing will outweigh any inconvenience to the reasonable passage of public traffic, specifically including without limitation emergency vehicle traffic, caused by rerouting such traffic; and

**WHEREAS**, it has been determined that all existing utilities within the railroad property, in the corridor of the subject at-grade crossing, can and will remain in place post elimination of the crossing; and

**WHEREAS**, the Hall County Board of Commissioners has agreed to NSC's request to initiate the elimination of the subject at-grade crossing and has approved a Resolution dated January 25, 2024, for the closing of the same,

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, including the mutual agreement of the parties to cooperate in eliminating an at-grade crossing for the benefit of the public's safety, NSC, GDOT, and the County agree as follows:

**Section 1.** The County agrees to initiate the elimination of the at-grade crossing, White Sulphur Road, known as DOT # 717 784N, RR Milepost 578.74, in exchange for the removal of the at-grade crossing by NSC and the receipt of incentive payments from NSC and GDOT to effectuate the same.

**Section 2.** NSC shall at its own expense physically remove the at-grade crossing from the tracks and beyond the ends of the crossties on each side and erect an approved barricade, to be maintained by the County thereafter, and the County or GDOT may further remove any portion of the remaining approaches to the crossing. Removal will occur in conjunction with the surrounding project and will not occur until the County and NSC agree on a scheduled date.

**Section 3.** NSC will provide an incentive payment to the County in the amount of \$50,000 with respect to the closing of the subject at-grade crossing in accordance with 23 USCS § 130(i)(2).

**Section 4.** Upon payment of \$50,000 to the County for the closing of the subject at-grade crossing, GDOT will provide a matching incentive payment of \$50,000 to the County for the closing of the crossing pursuant to 23 USCS § 130(i)(3)(A).

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its behalf by its respective and duly authorized representatives and its respective seal affixed hereto as of the day and year set forth above.

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
**Richard Higgins, Chairman**  
**Hall County Board of Commissioners**

ATTEST:

\_\_\_\_\_  
Jennifer Rivera, County Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous, III, County Attorney

[Signatures continued on following page]

**NORFOLK SOUTHERN CORPORATION**

**By:** \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Printed Name/Title

ATTEST:

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

\_\_\_\_\_  
Printed Name/Title

**GEORGIA DEPARTMENT OF TRANSPORTATION**

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

\_\_\_\_\_  
Printed Name/Title

ATTEST:

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

\_\_\_\_\_  
Printed Name/Title