



November 18, 2025

Hall County  
Brent Cook, County Engineer  
Department of Community Development and Infrastructure  
2875 Browns Bridge Rd  
Gainesville, Georgia 30504

RE: **PI# L11953**  
**Lights Ferry Road roundabout**

Mr. Cook,

Attached is the Relocation Agreement between Georgia Power Company and Hall County for the above referenced project.

Please sign and return both copies to the email address below:

[mrkimber@southernco.com](mailto:mrkimber@southernco.com)

After it has been executed by Georgia Power Company, we will email you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Stephen Burroughs at (470) 895-3122.

Sincerely,

Monica R. Kimber  
[mrkimber@southernco.com](mailto:mrkimber@southernco.com)

Attachments

## **UTILITY RELOCATION AGREEMENT**

PROJECT NAME: **Lights Ferry Road roundabout**

PROJECT NUMBER: **L11953**

GDOT PROJECT NUMBER: \_\_\_\_\_

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HALL COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

### **WITNESSETH:**

**WHEREAS**, the County proposes under the above written Project to construct Lights Ferry Road roundabout (hereinafter referred to as the "Project"); and

**WHEREAS**, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

**WHEREAS**, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

### **Section 1**      **THE WORK**

#### **1.1**      **Company Facilities**

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 the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

## 1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

## 1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, 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 County.

## Section 2 COSTS AND PAYMENT

### 2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is ONE HUNDRED THIRTY-NINE THOUSAND, THREE HUNDRED SEVENTY-NINE Dollars (\$139,379.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is ONE HUNDRED THIRTY-NINE THOUSAND, THREE HUNDRED SEVENTY-NINE Dollars (\$139,379.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) ONE HUNDRED THIRTY-NINE THOUSAND, THREE HUNDRED SEVENTY-NINE Dollars (\$139,379.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the

corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

## **2.2 Progress Payments**

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

## **2.3 Change in Scope**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

## **Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST**

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

## **Section 4**      **DISPUTE RESOLUTION**

### **4.1**      **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

### **4.2**      **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

### **4.3**      **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations,

equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

## **Section 5**      **VERIFICATION**

### **5.1**      **Material Discrepancy**

For purposes of this Section 5, “Verification” means that County has reasonably determined that there is a material discrepancy between Company’s invoiced charges and County’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

### **5.2**      **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

## **Section 6**      **COUNTY AS PARTY**

County acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

## **Section 7**      **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If County fails to authorize commencement of the Work by November 18, 2026, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company by November 18, 2026, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

## **Section 8**      **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**ATTEST:**

**Hall County, GEORGIA**

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

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

**Title:** \_\_\_\_\_

**Chairman, Board of Commissioners**

**Witness:** \_\_\_\_\_

(SEAL)

**Notary:** \_\_\_\_\_

(SEAL)

**Approved as to Form by:**

\_\_\_\_\_  
**Hall County Department of Transportation**

Recorded on the Minutes of the County Commission at Minute Book \_\_\_\_, Page \_\_\_\_.

**ATTEST:**

**GEORGIA POWER COMPANY**

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

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

**Title:** \_\_\_\_\_

**Title:** Centralized Engineering Svcs Manager

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Notary:** \_\_\_\_\_

(SEAL)

**[Give proper title of each person executing Agreement. Attach seal as required.]**



**DOT Prior Rights Research PI# L-11953**  
**Lights Ferry Roundabout**  
**Hall County**

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database, on the Hall County Tax Assessors website and on the GSCCCA.org website by Land Lot and Land District, property owners and address. The project is located in Land Lot 111 of 8<sup>th</sup> Land District of Hall County, Georgia. Roads involved are Lights Ferry Road f/k/a Iron Bridge Road and Mcever Road a/k/a Holiday Mcever Road.

**Distribution Base Map:** 0522-1434

**Transmission:**

The Buford-024932-Federal Mogul 46 kV Transmission Line runs along the West side of Lights Ferry Road within the project area. However, it does not appear that any transmission structures, lines or facilities are affected by this project.

**Distribution:**

All the affected locations involved in this project are covered by an easement obtained by Georgia Railway and Power Company (A predecessor of Georgia Power Company) from Eli Carlisle (PSN# 448205), dated 5/24/1924, and an easement obtained by Georgia Power Company from J. T. Morrow (PSN# 153569), dated 6/16/1952.

Distribution lines and facilities were constructed outside of County Road Right of Way. We found no evidence that the County owned any Right of Way prior to the placement of the reimbursable locations for the distribution lines and facilities in the project area.



45-400

## STATE OF GEORGIA, COUNTY OF HALL.

Received of Georgia Railway & Power Company the sum of Ninety nine and No/100 Dollars, (\$99.00) Dollars, in consideration of which, the undersigned, Eli Carlisle does hereby grant and convey to the said Georgia Railway & Power Company, its successors and assigns, the right of way upon, along and across all that tract of land owned by the undersigned in Land Lot Number \_\_\_\_\_ of the Kewery Branch District of Hall County, said State of Georgia, said land being bounded on the North by lands of Porter Land, on the south by lands of Ganning Property, on the East by lands of Cain property, and on the west by lands of Fred Roberts, together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon the said right of way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone wires on said poles, with all necessary appliances, together with the right to all times to enter upon said premises for the purpose of inspecting the lines and making repairs, renewals, and alterations thereon; together with the right to cut away and keep clear of all transmission lines all trees and other like obstructions that may now or hereafter in any way interfere or be lik to interfere with the proper operation of the same. Any timber cut on said right of way by said Company shall remain the property of the undersigned.

IN WITNESS WHEREOF, the said Eli Carlisle has hereunto set his hand and his seal, this 24th. day of May 1924.  
 Signed, sealed and delivered in presence of:  
 F. T. Davis, Eli Carlisle. (Seal)  
 E. S. West.

## GEORGIA, FULTON COUNTY.

Personally before the undersigned a Notary Public in and for said County, came E. S. West, who on oath says that he saw Eli Carlisle, sign, seal and deliver the within easement, for the purposes therein mentioned; that deponent subscribed the same as a witness in the presence of F. T. Davis and he saw said F. T. Davis do likewise.  
 Sworn to and subscribed before me, E. S. West.  
 this 21 day of May, 1924.

Hugh W. Dobbs, N.P. State at Large, Georgia.

Recorded May 23rd, 1924.

H. N. Smith, Clerk.

Name of Line

Dix 8566

Account No.

2002

Athens Division

SEQ. NO. 69-3009

## EASEMENT

STATE OF GEORGIA,

HALL COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of

Five Hundred Dollars (\$500.00), in consideration of which

the undersigned, J. T. Morrow, whose Post Office Address is

Fury Br. Co., does hereby grant and convey to said Company, its successors and assigns,

the right privilege and easement to go in, upon, along and across that tract of land owned by the undersigned

in Land Lot Number of the District, Section

of Hall County, State of Georgia, said lands being bounded

on the North by lands of H. C. Morrow &amp; J. D. Morrow,

on the South by lands of B. M. Latham, F. W. B. &amp; Ernest Jones

on the East by lands of J. E. Edge,

and on the West by lands of L. W. B. &amp; Co.

together with the right to construct, operate and maintain continuously upon said land, its lines (erected on poles) for transmitting electric current, with poles, wires and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said

J. T. Morrow

has

hereunto set his hand and seal, this 16th day of June, 1952

Signed, sealed and delivered in the presence of:

*[Signature]*  
*[Signature]*

J. T. Morrow (SEAL)

(SEAL)

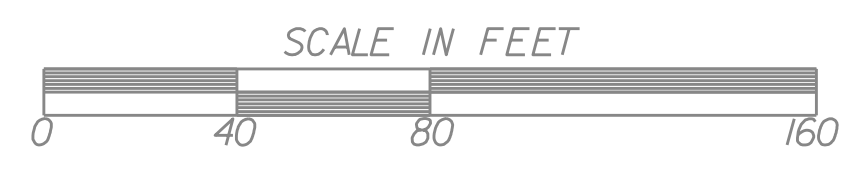
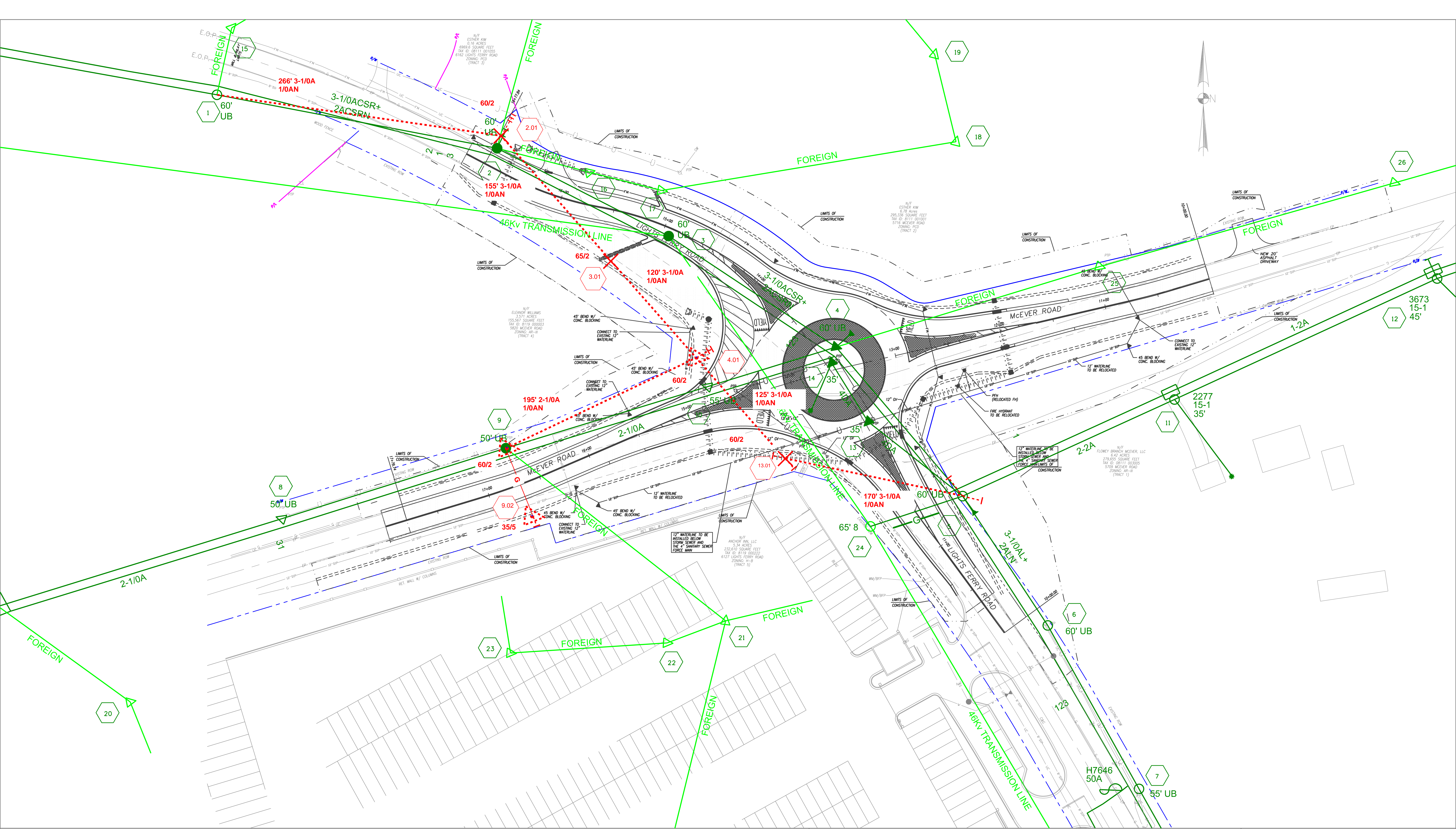
DEED BOOK 137 (SEAL)

PAGE 143

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.







PROJECT TITLE: McEVER RD & LIGHTS FERRY

PI#: L11953  
SHT#: 24-001