

**AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**AND**  
**GWINNETT COUNTY**

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2014, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and GWINNETT 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 Lighting as part of the SR 316 @ CR 3929/Walther Blvd. interchange project in GWINNETT COUNTY, Georgia, said Lighting to be installed under P.I. No. 0010425, Gwinnett County; and

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in:  
1) Providing the Energy and 2) the Operation and Maintenance of said lighting systems 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 Lighting as part of the SR 316 @ CR 3929/Walther Blvd. interchange project, P.I. No. 0010425, Gwinnett County, as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. 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, in its operation and maintenance of the lighting system, shall not in any way alter the type or location, or the design 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, maintenance and operation and repair of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair 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 or fails to properly operate, to repair, or to maintain 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:

GWINNETT COUNTY, GEORGIA

BY: Charlotte J. Nash  
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
Commissioner

[Signature]  
WITNESS

[Signature]  
Notary Public



(SEAL)

This Agreement approved by the Board of Commissioners at a meeting held at

GJAC

this 4th day of February, 2013<sup>4</sup>

ATTEST:

[Signature]  
Treasurer

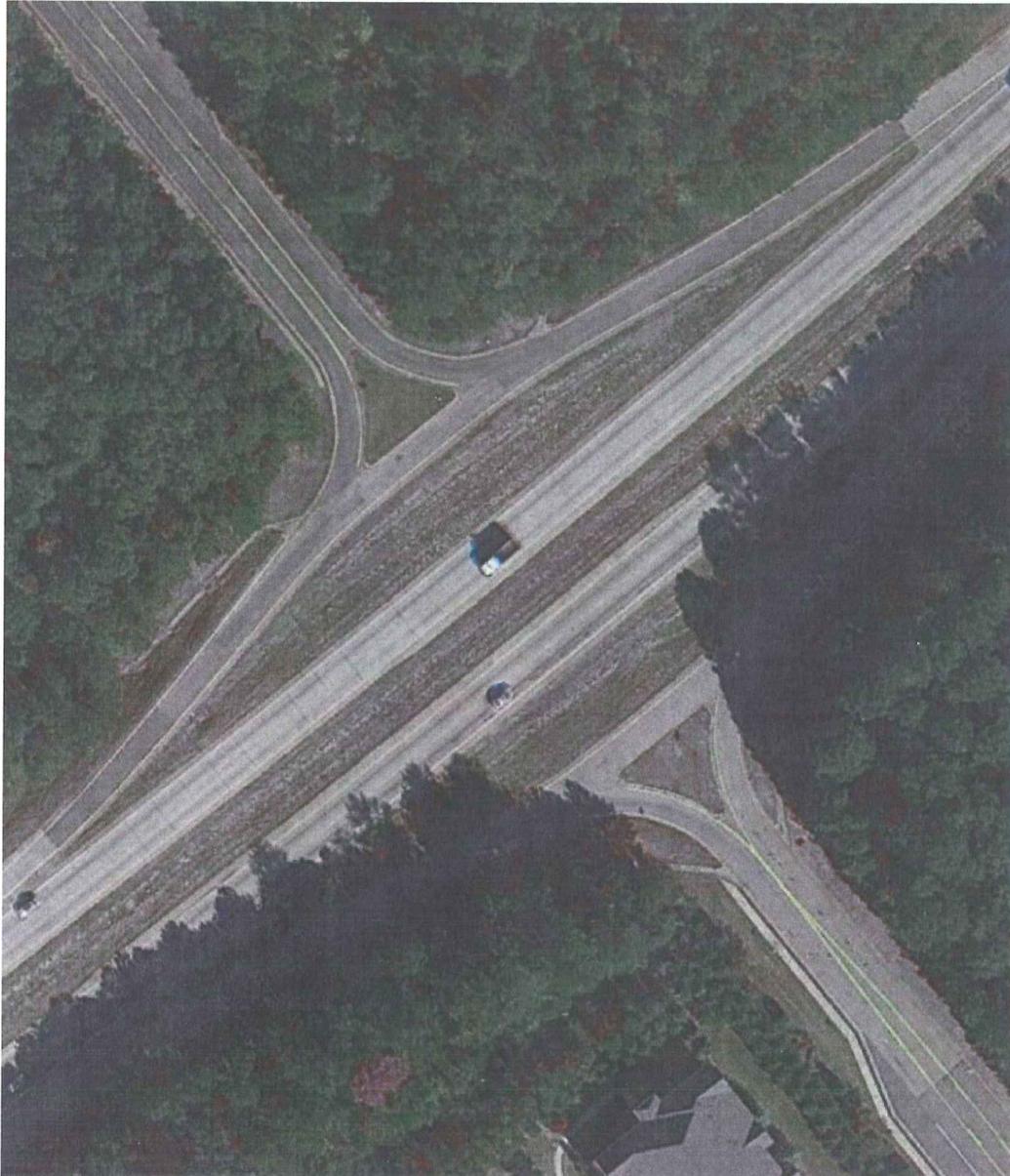


[Signature]  
Commission Clerk



Approved as to form:  
[Signature]  
Sr. Assistant County Attorney

*Attachment "A"*



Project Location Map

P.I. No. 0010425  
Gwinnett County  
SR 316 @ CR 3929/Walther Blvd.