

GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

ENCROACHMENT ID # E181295

SUBJECT: **EAST POINT - JACK McDONOUGH 230Kv TRANSMISSION LINE RIGHT-OF-WAY
ADAMSVILLE - JACK McDONOUGH 230Kv TRANSMISSION LINE RIGHT-OF-WAY
FACTORY SHOALS ROAD - GREENBRIAR 115Kv TRANSMISSION LINE RIGHT-OF-WAY**

The **GEORGIA POWER COMPANY**, hereinafter called the "Power Company," hereby consents for **FULTON COUNTY**, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being **two hundred (200) feet in width** and extending in part through Land Lot(s) **268, 17th** District/GMD, of **Fulton County, Georgia**, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A-1, A-2 and Exhibit B**.

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of **new roadway entrance and parking lot with associated curbing and grading to be constructed to support Georgia Power equipment** at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be, to the extent allowable by law, at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, to the extent allowable by law, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting to the extent allowable by law, from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in **Marietta, Georgia**, Phone: **404-387-0529, cifsom@southernco.com**, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 22nd, November this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the 22nd day of November, 2022.

UNDERSIGNED:

ITEM # 22-0766 RCS 10/19/22
RECESS MEETING

Fulton County, a political subdivision of the State of Georgia

By: [Signature]
Robert L. Pitts, Chairman
Fulton County Board of Commissioners



Attest: [Signature]
Tonya Grier
Clerk to the Commission

Witness:

[Signature]
[Signature]
Notary Seal:

APPROVED AS TO FORM

This 9 day of 11, 2022.

[Signature]
Y. Soo Jo, County Attorney

The Power Company has by its duly authorized agent executed this Agreement, this the _day of _____, 2022.

GEORGIA POWER COMPANY

WITNESS: _____

BY: _____

NAME: Ana Rodriguez Santiago

NOTARY PUBLIC: _____

TITLE: Area Transmission Maintenance Supervisor

EXHIBIT A
TO GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

[Exhibit A-1, A-2 & Exhibit B attached]

**RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY**

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336
TAX PARCEL: 17 0268
LAND LOT: 0317
FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

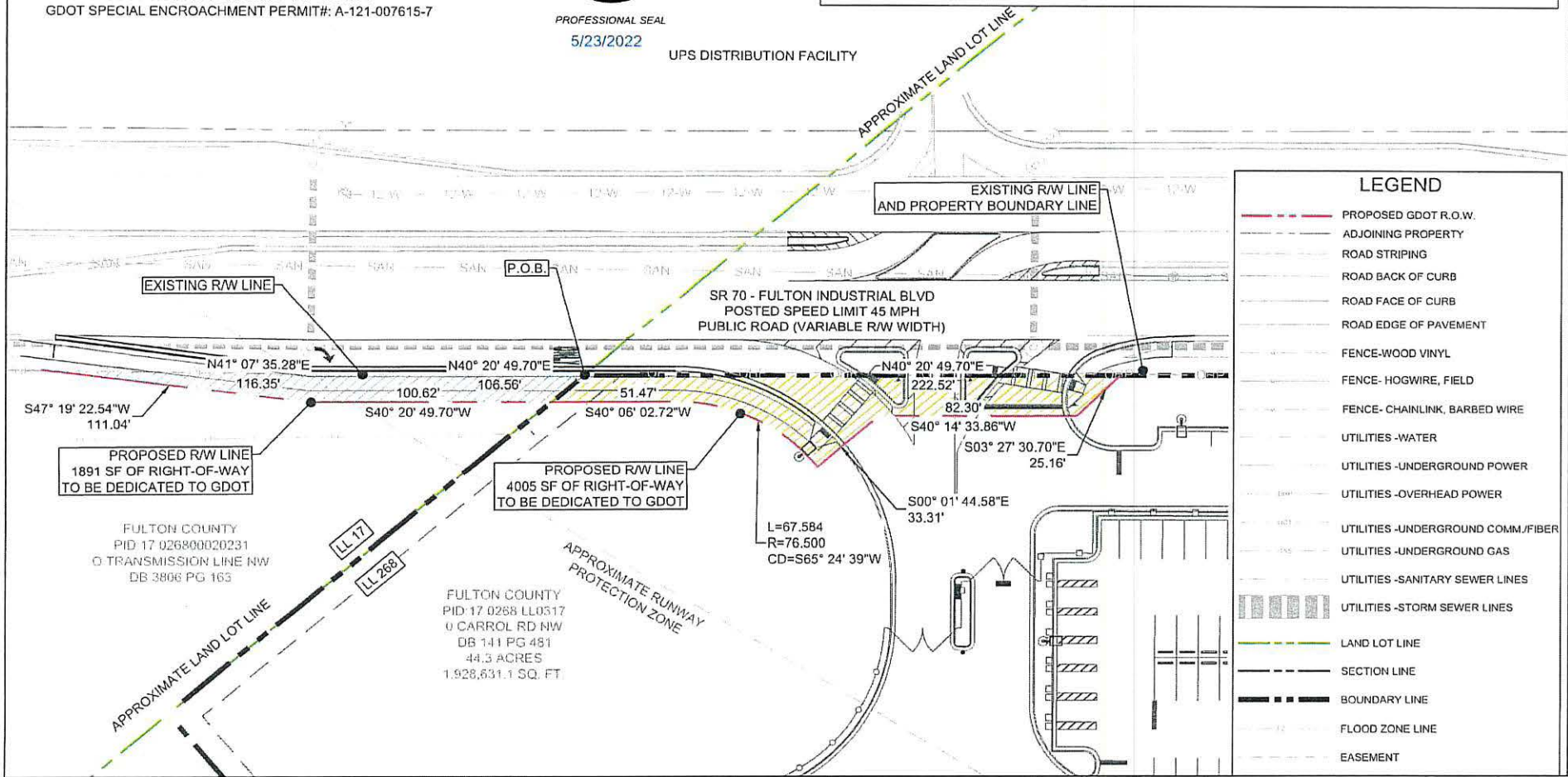


PROFESSIONAL SEAL
5/23/2022

UPS DISTRIBUTION FACILITY

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY BY LOWE ENGINEERS, DATED 3/20/2020.
2. FLOODPLAIN IS PRESENT ON SITE AS DEPICTED BY FEMA FIRM PANEL NUMBER 13121C0217F, DATED 09/18/2013.
3. OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, UTILITY CONNECTIONS, SIDEWALK, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
4. PROPOSED LINE WORK TAKEN FROM SPECIAL ENCROACHMENT PLANS GDOT PERMIT #A-121-007615-7



LEGEND

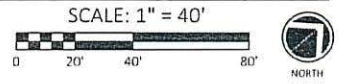
- PROPOSED GDOT R.O.W.
- ADJOINING PROPERTY
- ROAD STRIPING
- ROAD BACK OF CURB
- ROAD FACE OF CURB
- ROAD EDGE OF PAVEMENT
- FENCE-WOOD VINYL
- FENCE- HOGWIRE, FIELD
- FENCE- CHAINLINK, BARBED WIRE
- UTILITIES -WATER
- UTILITIES -UNDERGROUND POWER
- UTILITIES -OVERHEAD POWER
- UTILITIES -UNDERGROUND COMM./FIBER
- UTILITIES -UNDERGROUND GAS
- UTILITIES -SANITARY SEWER LINES
- UTILITIES -STORM SEWER LINES
- LAND LOT LINE
- SECTION LINE
- BOUNDARY LINE
- FLOOD ZONE LINE
- EASEMENT

LOWE ENGINEERS 990 HAMMOND DRIVE
SUITE 900
ATLANTA, GA 30328

GDOT ROW DEDICATION UNSIGNALIZED ENTRANCE

FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

EXHIBIT A-1



RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336
TAX PARCEL: 17 0268
LAND LOT: 0317
FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

LEGAL DESCRIPTION: UNSIGNALIZED ENTRANCE GDOT ROW DEDICATION

ALL THAT GEORGIA DEPARTMENT OF TRANSPORTATION DEDICATION LYING AND BEING IN LAND LOT 0317 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EAST LINE OF LAND LOT 17, OF SAID DISTRICT AND COUNTY, WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD; RUNNING THENCE ALONG SAID RIGHT-OF-WAY SAID $\frac{1}{4}$ INCH IRON ROD FOUND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) FOLLOWING COURSES AND DISTANCES: NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 222.52 FEET TO A POINT; THENCE SOUTH 03 DEGREES 27 MINUTES AND 30.70 SECONDS EAST A DISTANCE OF 25.16 FEET TO A POINT; THENCE SOUTH 40 DEGREES 14 MINUTES AND 33.86 SECONDS WEST A DISTANCE OF 82.30 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES AND 44.58 SECONDS EAST A DISTANCE OF 33.31 FEET; THENCE 67.584 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 76.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65 DEGREES 24 MINUTES AND 39 SECONDS WEST TO A POINT; THENCE SOUTH 40 DEGREES 6 MINUTES AND 2.72 SECONDS WEST A DISTANCE OF 51.47 FEET TO A POINT; THENCE SOUTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS WEST A DISTANCE OF 100.62 FEET TO A POINT; THENCE SOUTH 47 DEGREES 19 MINUTES AND 22.54 SECONDS WEST A DISTANCE OF 111.04 FEET TO A POINT ALONG SOUTHERN PORTION OF THE FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) RIGHT-OF-WAY; THENCE NORTH 41 DEGREES 07 MINUTES AND 35.28 SECONDS EAST A DISTANCE OF 116.35 FEET TO A POINT ALONG SOUTHERN PORTION OF THE FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) RIGHT-OF-WAY; THENCE NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 106.56 FEET TO A $\frac{1}{4}$ INCH IRON PIN FOUND, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY DEDICATION CONTAINING 5,896 SQ.FT (0.135 ACRES)

FOR EXHIBIT A-1



PROFESSIONAL SEAL
5/23/2022

LOWE ENGINEERS 990 HAMMOND DRIVE
SUITE 900
ATLANTA, GA 30328

LEGAL DESCRIPTIONS FOR GDOT ROW DEDICATIONS

FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

EXHIBIT B

**RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY**

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336
TAX PARCEL: 17 0268
LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

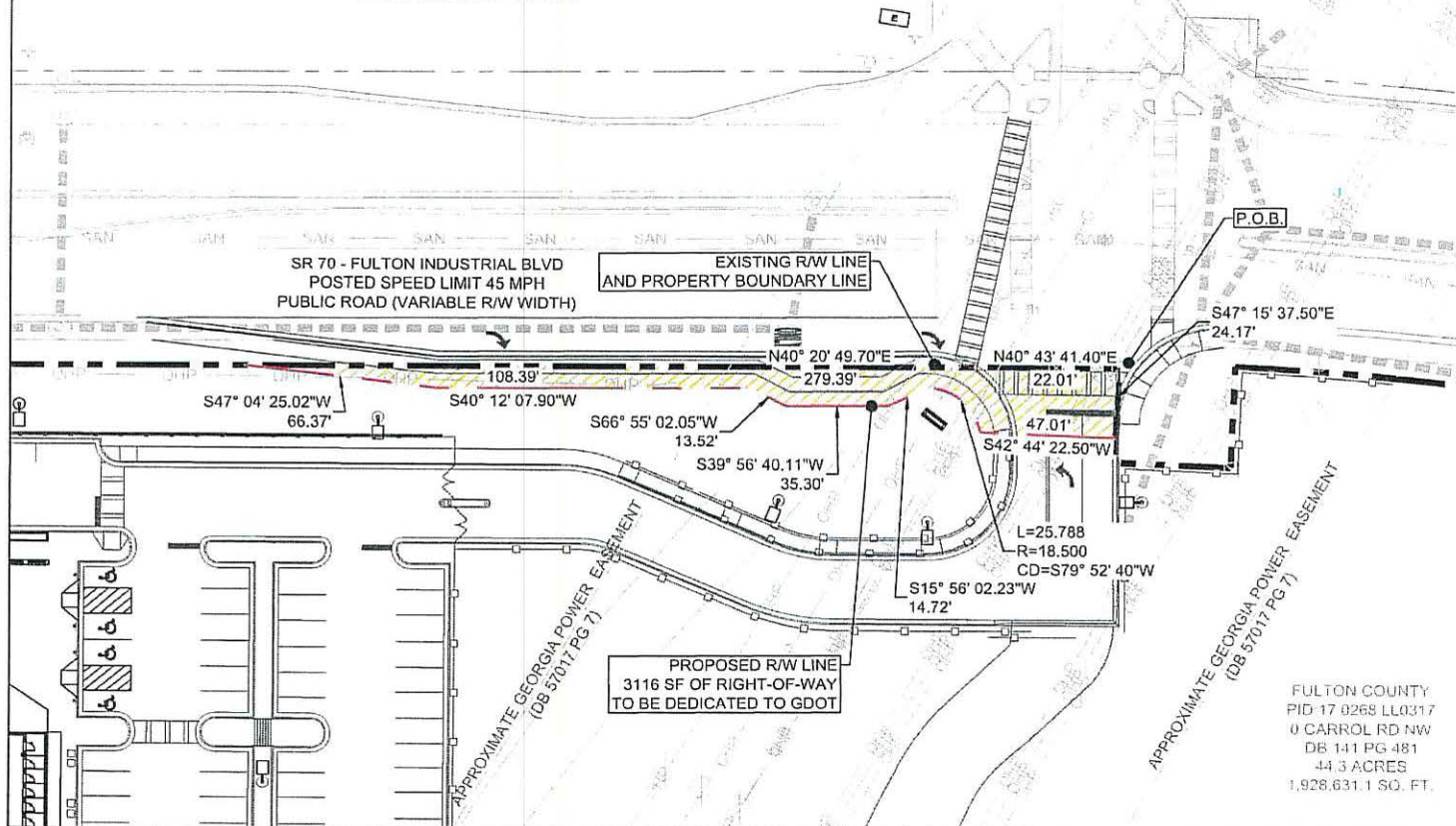


PROFESSIONAL SEAL
5/23/2022

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY BY LOWE ENGINEERS, DATED 3/20/2020.
2. FLOODPLAIN IS PRESENT ON SITE AS DEPICTED BY FEMA FIRM PANEL NUMBER 13121C0217F, DATED 09/18/2013.
3. OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, UTILITY CONNECTIONS, SIDEWALK, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
4. PROPOSED LINE WORK TAKEN FROM SPECIAL ENCROACHMENT PLANS GDOT PERMIT #A-121-007615-7

UPS DISTRIBUTION FACILITY



LEGEND

- PROPOSED GDOT R.O.W.
- ADJOINING PROPERTY
- ROAD STRIPING
- ROAD BACK OF CURB
- ROAD FACE OF CURB
- ROAD EDGE OF PAVEMENT
- FENCE-WOOD VINYL
- FENCE-HOGWIRE, FIELD
- FENCE-CHAINLINK, BARBED WIRE
- UTILITIES-WATER
- UTILITIES-UNDERGROUND POWER
- UTILITIES-OVERHEAD POWER
- UTILITIES-UNDERGROUND COMM/FIBER
- UTILITIES-UNDERGROUND GAS
- UTILITIES-SANITARY SEWER LINES
- UTILITIES-STORM SEWER LINES
- LAND LOT LINE
- SECTION LINE
- BOUNDARY LINE
- FLOOD ZONE LINE
- EASEMENT

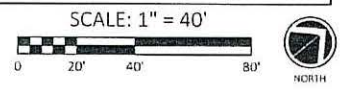
FULTON COUNTY
PID 17 0268 LL0317
0 CARROL RD NW
DB 141 PG 481
.44 3 ACRES
1,928,631.1 SQ. FT.

LOWE ENGINEERS
990 HAMMOND DRIVE
SUITE 900
ATLANTA, GA 30328

GDOT ROW DEDICATION SIGNALIZED ENTRANCE

FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

EXHIBIT A-2



RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336
TAX PARCEL: 17 0268
LAND LOT: 0317
FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

LEGAL DESCRIPTION: SIGNALIZED ENTRANCE GDOT ROW DEDICATION

ALL THAT GEORGIA DEPARTMENT OF TRANSPORTATION DEDICATION LYING AND BEING IN LAND LOT 0317 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RW MARKER FOUND AT THE SOUTHEASTERN PORTION OF THE RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) (RW VARIES) SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 15 MINUTES AND 37.50 SECONDS EAST A DISTANCE OF 24.17 FEET TO A POINT; THENCE SOUTH 42 DEGREES 44 MINUTES AND 22.50 SECONDS WEST A DISTANCE OF 47.01 FEET TO A POINT; THENCE 25.788 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 18.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79 DEGREES 52 MINUTES AND 40 SECONDS WEST TO A POINT; THENCE SOUTH 15 DEGREES 56 MINUTES AND 2.23 SECONDS WEST A DISTANCE OF 14.72 FEET TO A POINT; THENCE SOUTH 39 DEGREES 56 MINUTES AND 40.11 SECONDS WEST A DISTANCE OF 35.30 FEET TO A POINT; THENCE SOUTH 66 DEGREES 55 MINUTES AND 2.05 SECONDS WEST A DISTANCE OF 13.52 FEET TO A POINT; THENCE SOUTH 40 DEGREES 12 MINUTES AND 7.90 SECONDS WEST A DISTANCE OF 108.39 FEET TO A POINT; THENCE SOUTH 47 DEGREES 4 MINUTES AND 25.02 SECONDS WEST A DISTANCE OF 66.37 FEET TO A POINT ALONG THE SOUTHERN RIGHT-OF-WAY LINE FOR FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70); THENCE NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 279.39 FEET TO A RW MARKER FOUND ALONG THE SOUTHERN RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70); THENCE NORTH 40 DEGREES 43 MINUTES AND 41.40 SECONDS EAST A DISTANCE OF 22.01 FEET TO A RW MARKER FOUND ALONG THE SOUTHERN RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70), SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY DEDICATION CONTAINING 3,116 SQ.FT (0.071 ACRES)

FOR EXHIBIT A-2



PROFESSIONAL SEAL
5/23/2022

LOWE 990 HAMMOND DRIVE
ENGINEERS SUITE 900
ATLANTA, GA 30328

LEGAL DESCRIPTIONS FOR GDOT ROW DEDICATIONS
FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

EXHIBIT B

1 A RESOLUTION APPROVING GOVERNMENTAL ENCROACHMENT
2 AGREEMENT FOR EASEMENT BETWEEN FULTON COUNTY, GEORGIA
3 AND GEORGIA POWER COMPANY FOR THE PURPOSE OF
4 CONSTRUCTING DRIVEWAY ACCESS FROM THE PROPOSED FULTON
5 COUNTY ANIMAL SHELTER TO FULTON INDUSTRIAL BOULEVARD; TO
6 AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT AND
7 RELATED DOCUMENTS; TO AUTHORIZE THE COUNTY ATTORNEY TO
8 APPROVE THE AGREEMENT AS TO FORM AND MAKE MODIFICATIONS
9 AS NECESSARY TO PROTECT THE COUNTY'S INTEREST PRIOR TO
10 EXECUTION; AND FOR OTHER PURPOSES.

11
12 **WHEREAS**, Fulton County is a political subdivision of State of Georgia
13 and committed to the practice of optimizing available resources for the purpose
14 of providing the highest level of government services and improving the quality of
15 life for all residents and visitors of Fulton County; and

16 **WHEREAS**, the Fulton County Board of Commissioners previously
17 approved the construction of the Fulton County Animal Shelter facility at its
18 December 15, 2021 meeting as Agenda Item # 21-01042; and

19 **WHEREAS**, the construction of the Fulton County Animal Shelter facility
20 requires driveway access to Fulton Industrial Boulevard, also known as State
21 Route 70, which is under the control of the Georgia Department of Transportation
22 ("GDOT"); and

23 **WHEREAS**, Georgia Power Company is the fee simple owner of real
24 property that must be crossed by Fulton County to connect its driveway access
25 from the proposed Fulton County Animal Shelter facility to Fulton Industrial
26 Boulevard; and

27 **WHEREAS**, the Governmental Encroachment Agreement for Easement is
28 a formal legal document acknowledging the terms in which encroachments are
29 permitted on real property owned by Georgia Power Company; and

1 **WHEREAS**, Georgia Power Company requires that Fulton County
2 execute a Governmental Encroachment Agreement for Easement in substantially
3 the form attached hereto as Exhibit "A" before granting Fulton County permission
4 to transverse real property owned by it for the purpose of connecting driveway
5 access to Fulton Industrial Boulevard from the proposed animal shelter.

6 **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of
7 Commissioners of Fulton County hereby authorizes the Chairman to execute a
8 Governmental Encroachment Agreement for Easement with Georgia Power
9 Company in the form substantially attached hereto as Exhibit "A".

10 **BE IT FURTHER RESOLVED**, that prior to execution of these documents,
11 the County Attorney shall approve the documents as to form and make any
12 necessary changes thereto to protect the County's interests.

13 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective
14 upon its adoption, and that all resolutions and parts of resolutions in conflict with
15 this Resolution are hereby repealed to the extent of the conflict.

16
17 **SO PASSED AND ADOPTED**, this 19th day of October, 2022.
18
19
20
21

22 **FULTON COUNTY BOARD OF**
23 **COMMISSIONERS**

24 

25
26
27 Robert L. Pitts
28 Chairman
29
30

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo

Y. Soo Jo
County Attorney



GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

ENCROACHMENT ID # E181295

SUBJECT: EAST POINT - JACK McDONOUGH 230Kv TRANSMISSION LINE RIGHT-OF-WAY
ADAMSVILLE - JACK McDONOUGH 230Kv TRANSMISSION LINE RIGHT-OF-WAY
FACTORY SHOALS ROAD - GREENBRIAR 115Kv TRANSMISSION LINE RIGHT-OF-WAY

The GEORGIA POWER COMPANY, hereinafter called the "Power Company," hereby consents for FULTON COUNTY, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

Said right(s)-of-way being two hundred (200) feet in width and extending in part through Land Lot(s) 268, 17th District/GMD, of Fulton County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission line(s) by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as **Exhibit A-1, A-2 and Exhibit B.**

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of new roadway entrance and parking lot with associated curbing and grading to be constructed to support Georgia Power equipment at the location and to the extent as shown on said attached plat. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on subject transmission line right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.
2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").
3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right(s)-of-way by the Undersigned shall be, to the extent allowable by law, at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.
5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
6. Notwithstanding anything to the contrary contained herein, to the extent allowable by law, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting to the extent allowable by law, from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and expense involved in such relocation, rearrangement or raising of said facilities.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in Marietta, Georgia, Phone: 404-387-0529, clfolson@southernco.com, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

8. The Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Power Company) in any way attributable to or arising out of the use of the right(s)-of-way, by the Undersigned as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. A *planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the _____, _____ this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

IN WITNESS WHEREOF, this Agreement has been duly executed, this the 4th day of November, 2022.

"UNDERSIGNED"

Fulton County, a political subdivision of the State of Georgia

By: [Signature]
Robert L. Pitts, Chairman
Fulton County Board of Commissioners



ATTEST:
[Signature]
Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM
for Fulton County:

This 31 day of
November 2022
October 2022
[Signature]
Y. Sob Jo, County Attorney

ITEM # 22-076 RCS 10/19/22
RECESS MEETING

The Power Company has by its duly authorized agent executed this Agreement, this the ____ day of _____, 2022.

GEORGIA POWER COMPANY

WITNESS: _____

NOTARY PUBLIC: _____

BY: _____

NAME: Ana Rodriguez Santiago

TITLE: Area Transmission Maintenance Supervisor

EXHIBIT A
TO GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

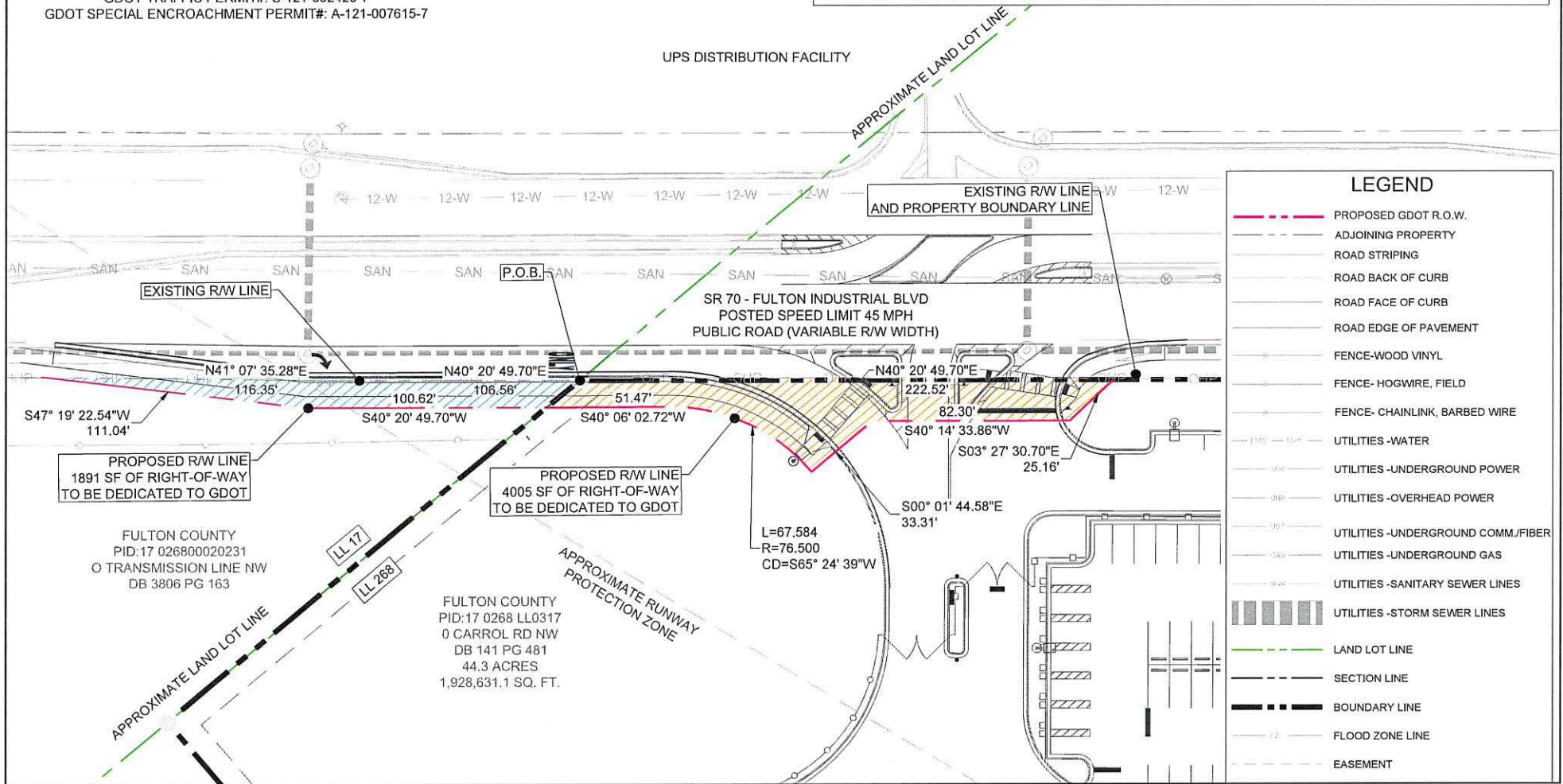
[Exhibit A-1, A-2 & Exhibit B attached]

**RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY**

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336
TAX PARCEL: 17 0268
LAND LOT: 0317
FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY BY LOWE ENGINEERS, DATED 3/20/2020.
2. FLOODPLAIN IS PRESENT ON SITE AS DEPICTED BY FEMA FIRM PANEL NUMBER 13121C0217F, DATED 09/18/2013.
3. OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, UTILITY CONNECTIONS, SIDEWALK, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
4. PROPOSED LINE WORK TAKEN FROM SPECIAL ENCROACHMENT PLANS GDOT PERMIT #A-121-007615-7



LEGEND

- PROPOSED GDOT R.O.W.
- ADJOINING PROPERTY
- ROAD STRIPING
- ROAD BACK OF CURB
- ROAD FACE OF CURB
- ROAD EDGE OF PAVEMENT
- FENCE-WOOD VINYL
- FENCE-HOGWIRE, FIELD
- FENCE-CHAINLINK, BARBED WIRE
- UTILITIES -WATER
- UTILITIES -UNDERGROUND POWER
- UTILITIES -OVERHEAD POWER
- UTILITIES -UNDERGROUND COMM./FIBER
- UTILITIES -UNDERGROUND GAS
- UTILITIES -SANITARY SEWER LINES
- UTILITIES -STORM SEWER LINES
- LAND LOT LINE
- SECTION LINE
- BOUNDARY LINE
- FLOOD ZONE LINE
- EASEMENT

GDOT ROW DEDICATION UNSIGNALIZED ENTRANCE

**RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY**

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336

TAX PARCEL: 17 0268

LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE

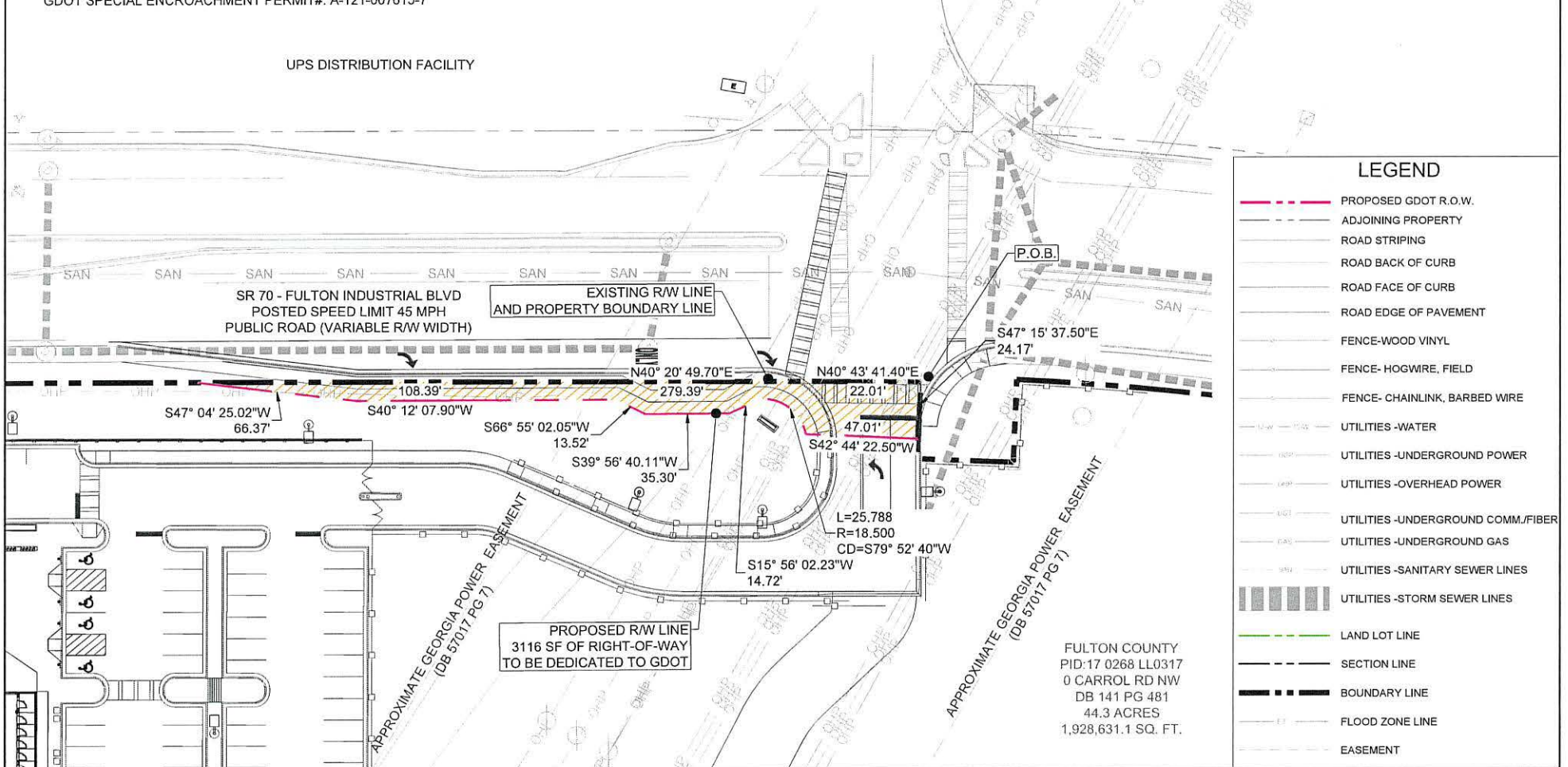
CITY OF ATLANTA PERMIT #: LD-202100130

GDOT TRAFFIC PERMIT#: S-121-002420-7

GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

GENERAL SITE NOTES

1. TOPOGRAPHIC SURVEY BY LOWE ENGINEERS, DATED 3/20/2020.
2. FLOODPLAIN IS PRESENT ON SITE AS DEPICTED BY FEMA FIRM PANEL NUMBER 13121C0217F, DATED 09/18/2013.
3. OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING STORM DRAINAGE, UTILITY CONNECTIONS, SIDEWALK, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.
4. PROPOSED LINE WORK TAKEN FROM SPECIAL ENCROACHMENT PLANS GDOT PERMIT #A-121-007615-7



LEGEND

- PROPOSED GDOT R.O.W.
- - - - ADJOINING PROPERTY
- ROAD STRIPING
- ROAD BACK OF CURB
- ROAD FACE OF CURB
- ROAD EDGE OF PAVEMENT
- FENCE-WOOD VINYL
- FENCE-HOGWIRE, FIELD
- FENCE-CHAINLINK, BARBED WIRE
- UTILITIES -WATER
- UTILITIES -UNDERGROUND POWER
- UTILITIES -OVERHEAD POWER
- UTILITIES -UNDERGROUND COMM./FIBER
- UTILITIES -UNDERGROUND GAS
- UTILITIES -SANITARY SEWER LINES
- UTILITIES -STORM SEWER LINES
- LAND LOT LINE
- SECTION LINE
- BOUNDARY LINE
- FLOOD ZONE LINE
- EASEMENT

FULTON COUNTY
PID:17 0268 LL0317
0 CARROL RD NW
DB 141 PG 481
44.3 ACRES
1,928,631.1 SQ. FT.

GDOT ROW DEDICATION SIGNALIZED ENTRANCE

FULTON COUNTY ANIMAL SERVICE FACILITY
1251 FULTON INDUSTRIAL BOULEVARD NW, ATLANTA, GA 30336

RIGHT-OF-WAY DEDICATION PLAT FOR
FULTON COUNTY ANIMAL SERVICE FACILITY

1251 FULTON INDUSTRIAL BOULEVARD
ATLANTA, FULTON COUNTY, GA 30336

TAX PARCEL: 17 0268
LAND LOT: 0317

FAA ASN #: 2020-ASO-12170-OE
CITY OF ATLANTA PERMIT #: LD-202100130
GDOT TRAFFIC PERMIT#: S-121-002420-7
GDOT SPECIAL ENCROACHMENT PERMIT#: A-121-007615-7

LEGAL DESCRIPTION: UNSIGNALIZED ENTRANCE GDOT ROW DEDICATION

ALL THAT GEORGIA DEPARTMENT OF TRANSPORTATION DEDICATION LYING AND BEING IN LAND LOT 0317 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EAST LINE OF LAND LOT 17, OF SAID DISTRICT AND COUNTY, WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD; RUNNING THENCE ALONG SAID RIGHT-OF-WAY SAID 1/2 INCH IRON ROD FOUND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) FOLLOWING COURSES AND DISTANCES: NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 222.52 FEET TO A POINT; THENCE SOUTH 03 DEGREES 27 MINUTES AND 30.70 SECONDS EAST A DISTANCE OF 25.16 FEET TO A POINT; THENCE SOUTH 40 DEGREES 14 MINUTES AND 33.86 SECONDS WEST A DISTANCE OF 82.30 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTES AND 44.58 SECONDS EAST A DISTANCE OF 33.31 FEET; THENCE 67.584 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 76.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65 DEGREES 24 MINUTES AND 39 SECONDS WEST TO A POINT; THENCE SOUTH 40 DEGREES 6 MINUTES AND 2.72 SECONDS WEST A DISTANCE OF 51.47 FEET TO A POINT; THENCE SOUTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS WEST A DISTANCE OF 100.62 FEET TO A POINT; THENCE SOUTH 47 DEGREES 19 MINUTES AND 22.54 SECONDS WEST A DISTANCE OF 111.04 FEET TO A POINT ALONG SOUTHERN PORTION OF THE FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) RIGHT-OF-WAY; THENCE NORTH 41 DEGREES 07 MINUTES AND 35.28 SECONDS EAST A DISTANCE OF 116.35 FEET TO A POINT ALONG SOUTHERN PORTION OF THE FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) RIGHT-OF-WAY; THENCE NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 106.56 FEET TO A 1/2 INCH IRON PIN FOUND, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY DEDICATION CONTAINING 5,896 SQ.FT (0.135 ACRES)

LEGAL DESCRIPTION: SIGNALIZED ENTRANCE GDOT ROW DEDICATION

ALL THAT GEORGIA DEPARTMENT OF TRANSPORTATION DEDICATION LYING AND BEING IN LAND LOT 0317 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A R/W MARKER FOUND AT THE SOUTHEASTERN PORTION OF THE RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) (R/W VARIES) SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70) FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 15 MINUTES AND 37.50 SECONDS EAST A DISTANCE OF 24.17 FEET TO A POINT; THENCE SOUTH 42 DEGREES 44 MINUTES AND 22.50 SECONDS WEST A DISTANCE OF 47.01 FEET TO A POINT; THENCE 25.788 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 18.50 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79 DEGREES 52 MINUTES AND 40 SECONDS WEST TO A POINT; THENCE SOUTH 15 DEGREES 56 MINUTES AND 2.23 SECONDS WEST A DISTANCE OF 14.72 FEET TO A POINT; THENCE SOUTH 39 DEGREES 56 MINUTES AND 40.11 SECONDS WEST A DISTANCE OF 35.30 FEET TO A POINT; THENCE SOUTH 68 DEGREES 55 MINUTES AND 2.05 SECONDS WEST A DISTANCE OF 13.52 FEET TO A POINT; THENCE SOUTH 40 DEGREES 12 MINUTES AND 7.90 SECONDS WEST A DISTANCE OF 108.39 FEET TO A POINT; THENCE SOUTH 47 DEGREES 4 MINUTES AND 25.02 SECONDS WEST A DISTANCE OF 66.37 FEET TO A POINT ALONG THE SOUTHERN RIGHT-OF-WAY LINE FOR FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70); THENCE NORTH 40 DEGREES 20 MINUTES AND 49.70 SECONDS EAST A DISTANCE OF 279.39 FEET TO A R/W MARKER FOUND ALONG THE SOUTHERN RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70); THENCE NORTH 40 DEGREES 43 MINUTES AND 41.40 SECONDS EAST A DISTANCE OF 22.01 FEET TO A R/W MARKER FOUND ALONG THE SOUTHERN RIGHT-OF-WAY OF FULTON INDUSTRIAL BOULEVARD (STATE ROUTE 70), SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY DEDICATION CONTAINING 3,116 SQ.FT (0.071 ACRES)