

12-12 -1359

(Do Not Write Above This Line)

RESOLUTION BY

CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA POWER COMPANY FOR ADDITIONAL RIGHT OF WAY ACQUISITIONS AND FOR THE REMOVAL, RELOCATION, OR ADJUSTMENT OF ELECTRICAL AND COMMUNICATION FACILITIES OWNED BY THE GEORGIA POWER COMPANY FOR CONSTRUCTION OF THE BOLTON ROAD FROM PAUL AVENUE TO MARIETTA BOULEVARD PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY EIGHT THOUSAND FIVE HUNDRED TWENTY TWO DOLLARS (\$38,522.00); WITH ALL CONTRACTED WORK CHARGED TO AND PAID FROM THE ACCOUNT SEGMENT/PTAEO NUMBERS LISTED; AND FOR OTHER PURPOSES.

substitute

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred
 Referred To:
 Date Referred
 Referred To:
 Date Referred
 Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

CITY UTILITIES
Oct. 2012

Chair

Fav, Adv, Hold (see rev. side)
substitute

Members

Refer To

Refer To

Committee _____

Date _____

Chair _____

Fav, Adv, Hold (see rev. side)

Members

Refer To

Committee _____

Date _____

Chair _____

Fav, Adv, Hold (see rev. side)

Members

ADOPTED BY

OCT 15 2012

COUNCIL

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED
 OCT 15 2012
W. King

COUNCIL PRESIDENT PROTREM

CERTIFIED
 OCT 15 2012
R. L. Douglas
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

OCT 9 4 2012

WITHOUT SIGNATURE
 BY OPERATION OF LAW



**A SUBSTITUTE RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA POWER COMPANY FOR ADDITIONAL RIGHT OF WAY ACQUISITIONS AND FOR THE REMOVAL, RELOCATION, OR ADJUSTMENT OF ELECTRICAL AND COMMUNICATION FACILITIES OWNED BY THE GEORGIA POWER COMPANY FOR CONSTRUCTION OF THE BOLTON ROAD FROM PAUL AVENUE TO MARIETTA BOULEVARD PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY EIGHT THOUSAND FIVE HUNDRED TWENTY TWO DOLLARS (\$38,522.00); WITH ALL CONTRACTED WORK CHARGED TO AND PAID FROM THE ACCOUNT SEGMENT/PTAEO NUMBERS LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") has represented to the Georgia Power Company ("Georgia Power") a desire to remove and relocate facilities in conflict with Bolton Road from Paul Avenue to Marietta Boulevard Project, P.I. Number 0006571 ("Streetscape Project"); and

WHEREAS, the construction of this Streetscape Project will add sidewalks, curb and gutter, landscape, and drainage facilities along Bolton Road, NW from Paul Avenue, NW to Marietta Boulevard, NW to assist where signs of erosion from routine pedestrian travel exist; and

WHEREAS, due to the construction of this Streetscape Project, it will become necessary for Georgia Power to remove, relocate, or make certain adjustments to Georgia Power's existing facilities; and

WHEREAS, Georgia Power has presented to the City evidence that it has acquired property interests and will utilize such property interests for the placement of said facilities so that this Streetscape Project may move forward; and

WHEREAS, the City agrees to pay for the removal, relocation, or adjustment of said facilities and to pay for the costs incurred in acquiring the additional easements or private rights of ways necessary for Georgia Power's installation, operation and maintenance of said facilities in an amount not to exceed \$38,522.00.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HERBY RESOLVES, that the Mayor, or his designee, is authorized to execute a Utility Relocation Agreement ("Agreement") appended hereto as Exhibit "A" with Georgia Power for additional easement acquisition costs related to the removal, relocation, or adjustment of electrical and communication facilities owned by Georgia Power for construction of the Bolton Road from Paul Avenue to Marietta Boulevard Project, P.I. Number 0006571 in an amount not to exceed Thirty Eight Thousand Five Hundred Twenty Two Dollars (\$38,522.00).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that this Agreement will not become binding on the City and the City will incur no obligation nor liability under it until it has been executed by the Mayor,



attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Georgia Power Company.

BE IT FINALLY RESOLVED, that all contracted work shall be charged to and paid from FDOA: 3502 (General Government Capital Fund) 130308 (DPW Transportation Design) 5414002 (Facilities Other than Buildings/Infrastructure) 4270000 (Traffic Engineering) 101662 (Bolton Road Sidewalk, Phase I) 101/102 101663 (Bolton Road Sidewalk, Phase II) 91105 (SWMAL Loan 9985) 7701 (Trust Fund) 130308 (DPW Transportation and Design) 5414002 (Facilities Other than Buildings/Infrastructure) 4270000 (Traffic Engineering) 101619 (Citywide Sidewalk Program) 115 91494 (Trust Fund 9999) and PTAE0 Funding Source: 13101662 101/102 350291105 5414002 COA 13101663 101/102 350291105 5414002 COA.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

October 15, 2012
October 24, 2012



UTILITY RELOCATION AGREEMENT

PROJECT NAME: BOLTON RD FROM PAUL RD TO MARIETTA BLVD

PROJECT NUMBER: 0006571

GDOT PROJECT NUMBER: TEE-0006-00(571)

This AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between City of Atlanta (Fulton) 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: BOLTON RD FROM PAUL RD TO MARIETTA BLVD (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate of THIRTY EIGHT THOUSAND FIVE HUNDRED TWENTY TWO Dollars (\$ 38,522.00) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to 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, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to 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. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to the County that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, the County agrees to bear ONE HUNDRED percent (100 %) of the actual costs of said relocation expenses, which is estimated to be THIRTY EIGHT THOUSAND FIVE HUNDRED TWENTY TWO Dollars (\$ 38,522.00), subject to the County's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by the County to verify the Company's claim, and subject to further County's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, the County will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If the County determines that the Company's presented information is insufficient to make a determination, the County will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that the County certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its



Facilities without a determination having been made and neither Party's rights, claims, or defenses with regard to the issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, the County will make such determination regarding the Company's claim for prior rights no later than six (6) months from the date of County's receipt of information sufficient for the County to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by the County.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The 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 this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with the County. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, County will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, the County will pay the Company a sum equal to the lesser of ONE HUNDRED percent (100 %) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by the County (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights.

Section 4. The County will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by the County. 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 or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify County of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement 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 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with the County's determination with regard to the Company's claim for prior rights and if 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 9.2 below.

9.2 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, 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 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 the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or County's Board of Commissioners fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so 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).

Section 10.

- 10.1 If the Company chooses to submit progress payments, the County will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the work, the Company shall submit a final bill to the County and the County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the County.
- 10.2 For purposes of this Section 10.1, "Verification" means that the County has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the 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 the County fail to provide such documentation within the specified time period, the County must pay the disputed amount. The County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. The 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 the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, the County, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the 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 the Company's Nondisclosure Agreement. The Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the County to test the accuracy of the invoices to which the audit pertains, provided that the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the County (based on the mutually agreed upon audit results), the County may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the 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 9.2 and 9.3 will govern the resolution of the dispute. The 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 II. 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 there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]



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

COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
(SEAL)

ATTEST:
By: _____

Title: _____

Notary: _____ (SEAL)

Approved as to Form by:

County
Department of Transportation

GEORGIA POWER COMPANY

By: _____

Title: _____

Date: _____

ATTEST:
By: _____

Title: _____ (SEAL)

Witness: _____

Notary: _____ (SEAL)

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

Project Number:



River Car Line

4106-25

STATE OF GEORGIA,

FULTON

County

THIS INDENTURE made this 24th day of June

in the year of our Lord One Thousand Nine Hundred and Twenty-seven

Between CHATTAHOOCHEE BRICK CO., a Corporation of the State of Georgia and County of Fulton of the first part, and GEORGIA POWER COMPANY, a Corporation of the State of Georgia and County of Fulton of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of FIVE & NO/100 (\$5.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS... in hand paid at and before the sealing and delivery of these presents... has granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract or parcel of land lying and being in Land Lot No. 253 of the 17th District of Fulton County, Georgia, more particularly described as follows:

Begin on the East line of said Land Lot No. 253 at a point which is fifteen (15) feet from, measured at right angles from, the center line of the present street car track known as the River Line; thence in a Southwesterly direction, parallel with and fifteen (15) feet from the center line of said street car track, five hundred thirty (530) feet, more or less, to the Southwest boundary line of the property of party of the first part; thence Northwest, along said property line, to a point which is thirty-five (35) feet from, measured at right angles from, the center line of the present street car track; thence in a Northeasterly direction, parallel with and thirty-five (35) feet from the center line of said street car track, five hundred ninety (590) feet, more or less, to the East line of said Land Lot No. 253; thence South along the East line of said Land Lot No. 253 one hundred (100) feet, more or less, to the point of beginning, and being more fully shown on plat hereto attached and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it, the said party of the second part, its successors and assigns forever, IN FEE SIMPLE.

And the said party of the first part, for itself, its successors, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

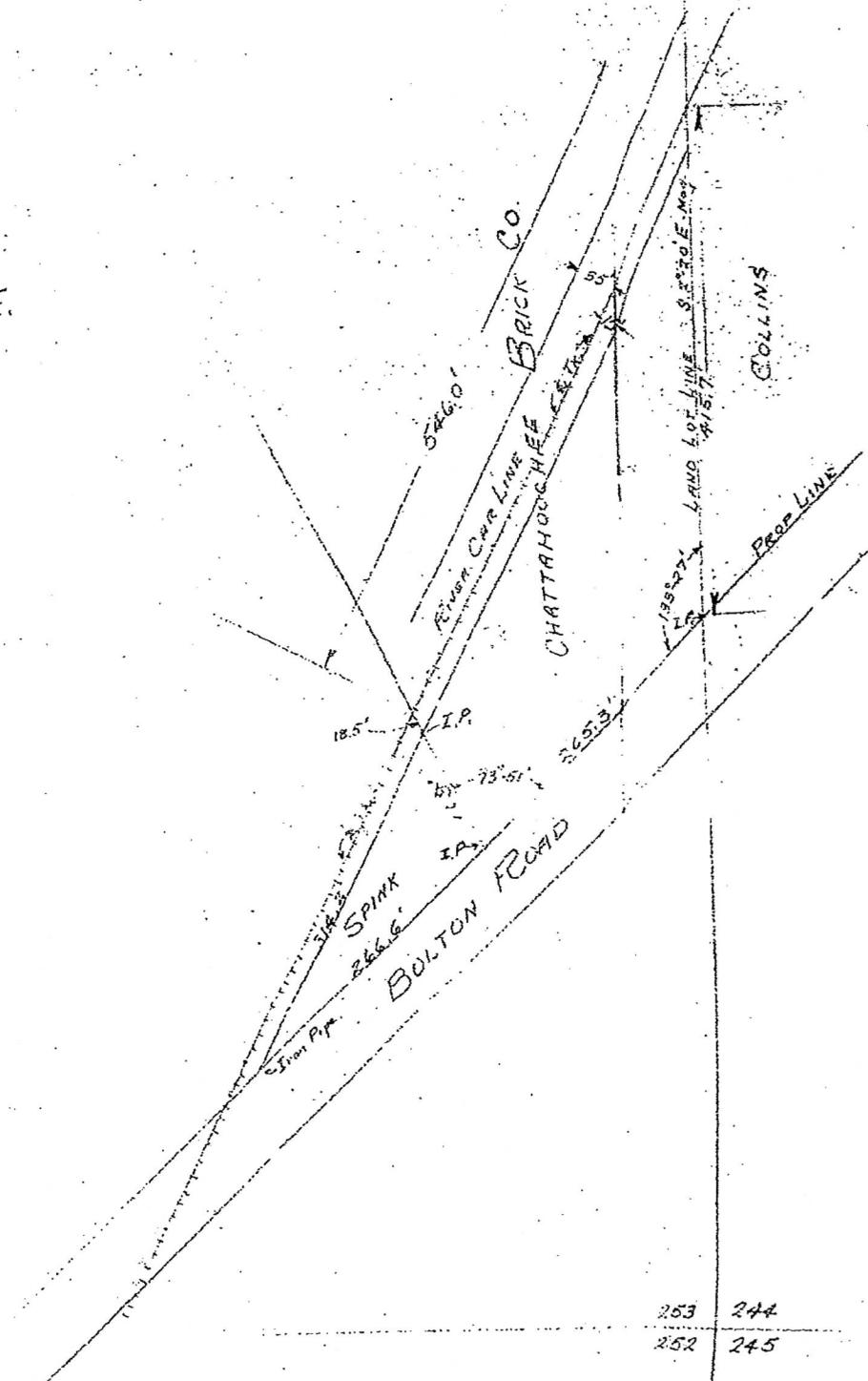
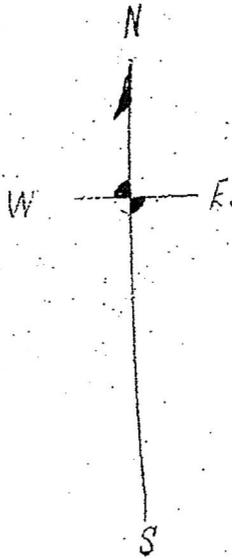
IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered in the presence of

Chattahoochee Brick Co. (Seal)
Myself (Seal)
Cecil M. ... (Seal)
Notary Public, Fulton County, Georgia

DEED BOOK 1097
PAGE 323

PAGE 1 OF 2



GA. POWER CO.
 ROADWAY DEPARTMENT
 SKETCH
 SHOWING RIGHT OF WAY FOR
 RIVER CAR LINE
 THROUGH LANDS
 CHATTAHOOCHEE BRICK CO.
 LL 253 - 17th DIST. FULTON COUNTY GA.
 SURVEYED BY - *W. R. [Signature]*

518-C



SEQ. NO. 60-343
SEQ. NO. 83-344

Certain Properties in Fulton and Cobb County

3895

L. F. 231
M. F. _____
D. F. _____

STATE OF GEORGIA:
COUNTY OF FULTON:

THIS INDENTURE Made and entered into this the first day of January, 1929, by and between the Atlanta Northern Railway Company, a Corporation under the laws of the State of Georgia, party of the first part, hereinafter sometimes referred to as the Grantor, and the Georgia Power Company, a Corporation under the laws of the State of Georgia, party of the second part, hereinafter sometimes referred to as the Grantee.

WITNESSETH: That

WHEREAS, There is a steady increase in demand for electric light and power service in the territory served by the electric railway line of the Grantor, requiring continuous additions and extensions to the electric properties of the Grantor in order to properly supply such demand; and

WHEREAS, It is to the interest of the public and to the street railway business of the Grantor that these additions and extensions be provided and the demands for increased service supplied in order that the territory served may be built up and developed and the traffic of the railway line thereby increased; and

WHEREAS, The Grantor is without the proper organization and without the means or resources with which to provide or efficiently maintain and operate the additions and extensions requisite to meet such increased demand; and

WHEREAS, The Grantee has the proper organization, means and facilities for making such additions and extensions and supplying such increased demand and is willing to take over the light and power properties and business of the Grantor and to undertake to provide the additions and



extensions required from time to time to meet such increased demands for electric light and power service.

THEREFORE, The Grantor, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, assign, transfer and convey unto the Grantee, its successors and assigns, the following described property in the State of Georgia, to-wit:

1. The 19,000-volt electric transmission line, including wires, crossarms, switch racks, switchboards, insulators and other appliances and equipment, saving and excepting the poles on which located, of the Grantor beginning at a point on Marietta Street, in the City of Atlanta, Fulton County, Georgia, at or near Lewis Avenue, designated as Pole 1 on the map attached hereto and made a part hereof, marked Exhibit 1, and extending thence Northwesterly along said Marietta Street, or the extension thereof, to a point where the Atlanta Northern Railway leaves said Marietta Street designated on the attached map as Pole 22 (which poles Nos. 1 to 22 are the property of Georgia Power Company), and from thence along and on the right of way of the said Atlanta Northern Railway through Fulton and Cobb Counties to a point at or near Fair Oaks, which point is designated on the attached map as Pole 720, a distance of approximately 12.5 miles; the poles of the Grantor from 23 to 720 on which the said 19,000-volt conductor is strung, the right of way on which said poles are located and all railway fixtures, appliances, equipment and apparatus, on said poles being expressly reserved from this conveyance.



2. The River Substation and substation equipment, including 3 - 150 KVA, 22,000/2200 Volt, Outdoor Type, Oil Cooled Transformers; 3 Bennett Arresters, Type D-24 (Set); 3 Oil Circuit Breakers, 300 A., 45,000 Volts; 2 - 50/100 A., 50 KVA, Type OA Current Transformers, and 1 Steel Frame, together with the insulators and such other appliances and equipment and apparatus as are located in and constitute a part of the River Substation of the Grantor and which are used and useful in connection with the retail electric distribution system and the business of supplying electric light and power at or near Bolton in Fulton County, Georgia, saving and excepting, however, the building in which such electric substation equipment is located, and which building, together with the land on which located, is expressly reserved from this conveyance.

3. The electric substation equipment, including 3 - 75 KVA, 22,000/2300 Volt, Outdoor Type, Oil Cooled Transformers; and 1 - 150 Amp., 4500 Volt, Oil Cooled Transformer, together with insulators and such other appliances and equipment as are located in the Depot Building of the Grantor at Smyrna (which building, together with the land on which located, is expressly reserved from this conveyance) and which constitute a part of the electric substation of the Grantor at Smyrna and which are used and useful in connection with the retail electric distribution system and the business of supplying electric light and power service at and near Smyrna, Georgia.

4. The electric distribution system of the Grantor located in Fulton and Cobb Counties, Georgia, including lines, poles (saving and excepting the poles mentioned in Paragraph 1 hereof, carrying the 19,000-volt transmission line conductor), wires, cross-arms, fixtures, insulators, service connections, cut-ins, meters, lamps and all other property,



appliances, apparatus, fixtures and equipment being a part of or appertaining to or used and useful in connection with such distribution systems, together with all rights of way, easements, permits, privileges, franchises and rights in or relating to the construction, maintenance or operation thereof, through, over, under or upon any private property or any public streets or highways within, as well as without the corporate limits of any municipal corporation, including the following described property:

(a) The electric distribution system as constructed and equipped at or near Bolton, in Fulton County, Georgia.

(b) The electric distribution system as constructed and equipped at or near Smyrna, in Cobb County, Georgia.

Also the following franchise under which such system is or may be operated:

Franchise granted to Atlanta Northern Railway Company by the Mayor and Council of Smyrna by ordinance adopted on May 13th, 1910.

(c) The electric distribution system in Cobb County serving the territory contiguous to the public highway between the Chattahoochee River and Smyrna and between Smyrna and Fair Oaks.

Subject, however, to the lien of that certain indenture dated the first day of July, 1904, executed by the Atlanta Northern Railway Company to Old Colony Trust Company, as Trustee.

It being the intention to hereby convey specifically all of the electric transmission lines and electric distribution systems of the Grantor and all franchises or contracts for service relating to or growing out of the operation of said transmission line and electric distribution systems and the business of supplying electric light and power service in the territory served by the electric railway of the Grantor between Atlanta and Marietta, in Fulton and Cobb Counties, Georgia, but not to include or convey any part of the electric railway line of the Grantor or any building

or structures or electrical equipment, apparatus or appliances used in and requisite for the operation of and constituting a part of such electric railway system, other than the 19,000-volt line described in Paragraph 1 hereof.

TO HAVE AND TO HOLD, all and singular, the properties herein conveyed unto the said Georgia Power Company, its successors and assigns, forever.

And the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the properties hereby conveyed unto the said Georgia Power Company, its successors and assigns, against the claims of all persons whomsoever, except as against the lien of the said indenture dated the first day of July, 1904, above described, and subject to which this conveyance is made.

IN WITNESS WHEREOF The said Atlanta Northern Railway Company has caused these presents to be duly executed in its behalf by its President and its corporate seal duly attested by its Secretary to be hereto affixed the day and year first above written as the date hereof.

Signed, sealed and delivered
in the County of Fulton,
State of Georgia, in the
presence of:

L. M. Minish

L. G. Mann

Notary Public, State at Large, Georgia,
My Commission Expires Jan. 6, 1931.

ATLANTA NORTHERN RAILWAY COMPANY

By (Sgd) P. S. Arkwright
President.

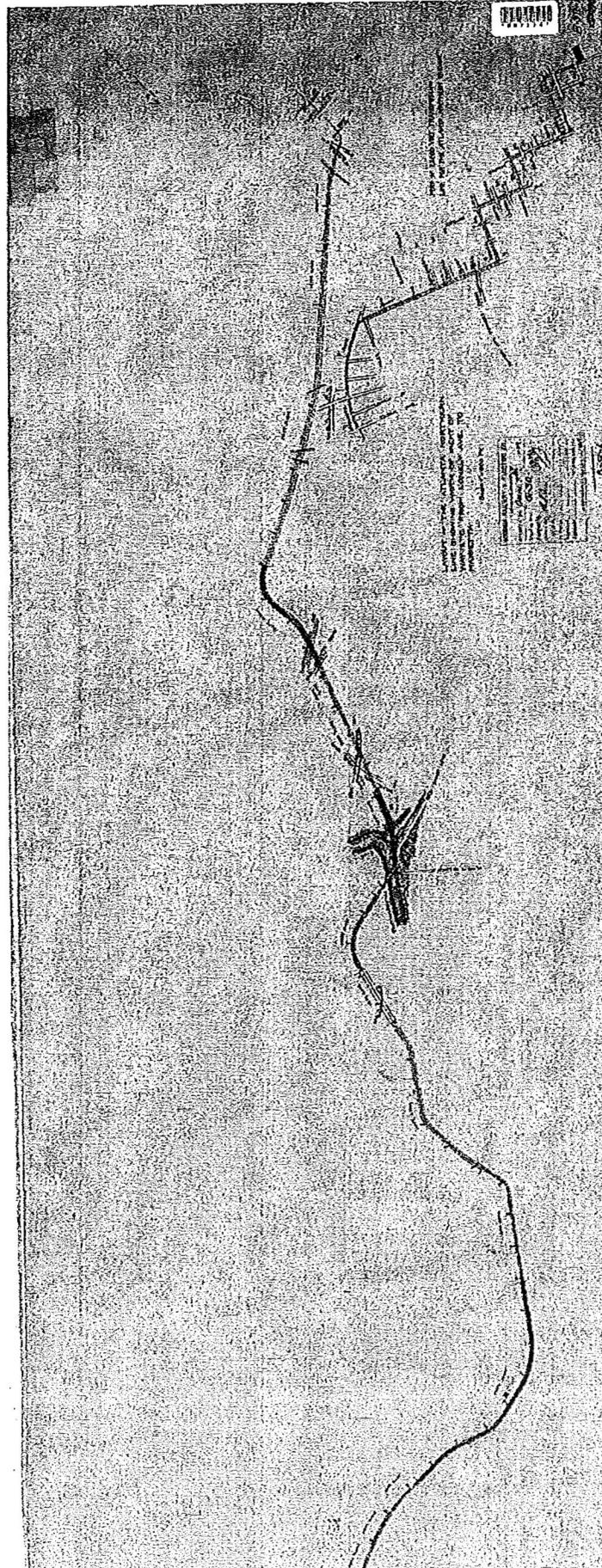
ATTEST:

(Sgd) W. H. Wright
Secretary.

(SEAL)

Date: 3/29/2011

Time : 03:46:42 PM

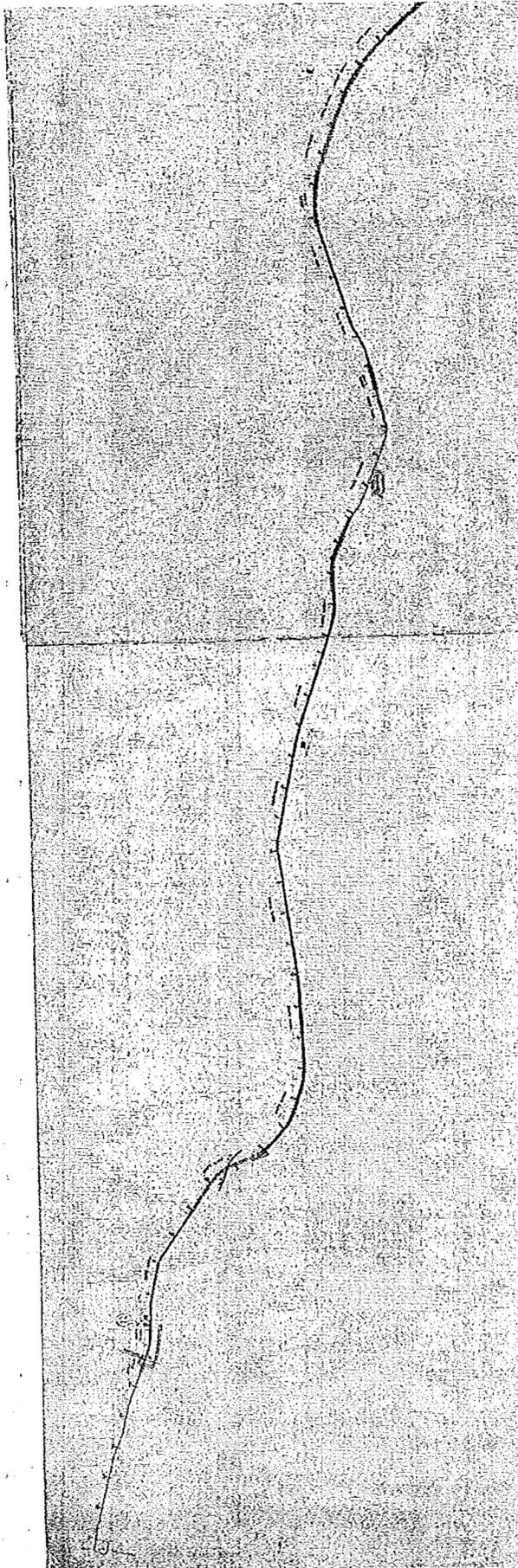


MAP 56-11
252-H
Sheet #1

Title: F:\MAP\28#M011.JPG

Date: 3/29/2011

Time : 03:32:47 PM



Map # 16 #
P. 52. H
Sheet # 2.

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SEQ. NO. 322

River Car Line

Doc # 3300

4106-25



STATE OF GEORGIA,

FULTON

County

THIS INDENTURE made this 24th day of June

in the year of our Lord One Thousand Nine Hundred and Twenty-seven

Between CHARLOTTE BRICK CO., a Corporation of the State of Georgia and County of Fulton of the first part, and GEORGIA POWER COMPANY, a Corporation of the State of Georgia and County of Fulton of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of FIVE & NO/100 (\$5.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS... in hand paid at and before the sealing and delivery of these presents... granted, bargained, sold and conveyed unto the said party of the second part, its successors and assigns, all that tract or parcel of land lying and being in Lead Lot No. 253 of the 17th District of Fulton County, Georgia, more particularly described as follows:

Begin on the East line of said Lead Lot No. 253 at a point which is fifteen (15) feet from, measured at right angles from, the center line of the present street car track known as the River Line; thence in a Southwesterly direction, parallel with and fifteen (15) feet from the center line of said street car track, five hundred thirty (530) feet, more or less, to the Southwest boundary line of the property of party of the first part; thence Northwest, along said property line, to a point which is thirty-five (35) feet from, measured at right angles from, the center line of the present street car track; thence in a Northeasterly direction, parallel with and thirty-five (35) feet from the center line of said street car track, five hundred ninety (590) feet; more or less, to the East line of said Land Lot No. 253; thence South along the East line of said Land Lot No. 253 one hundred (100) feet, more or less, to the point of beginning, and being more fully shown on plat hereto attached and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it, the said party of the second part, its successors and assigns forever, IN FEE SIMPLE.

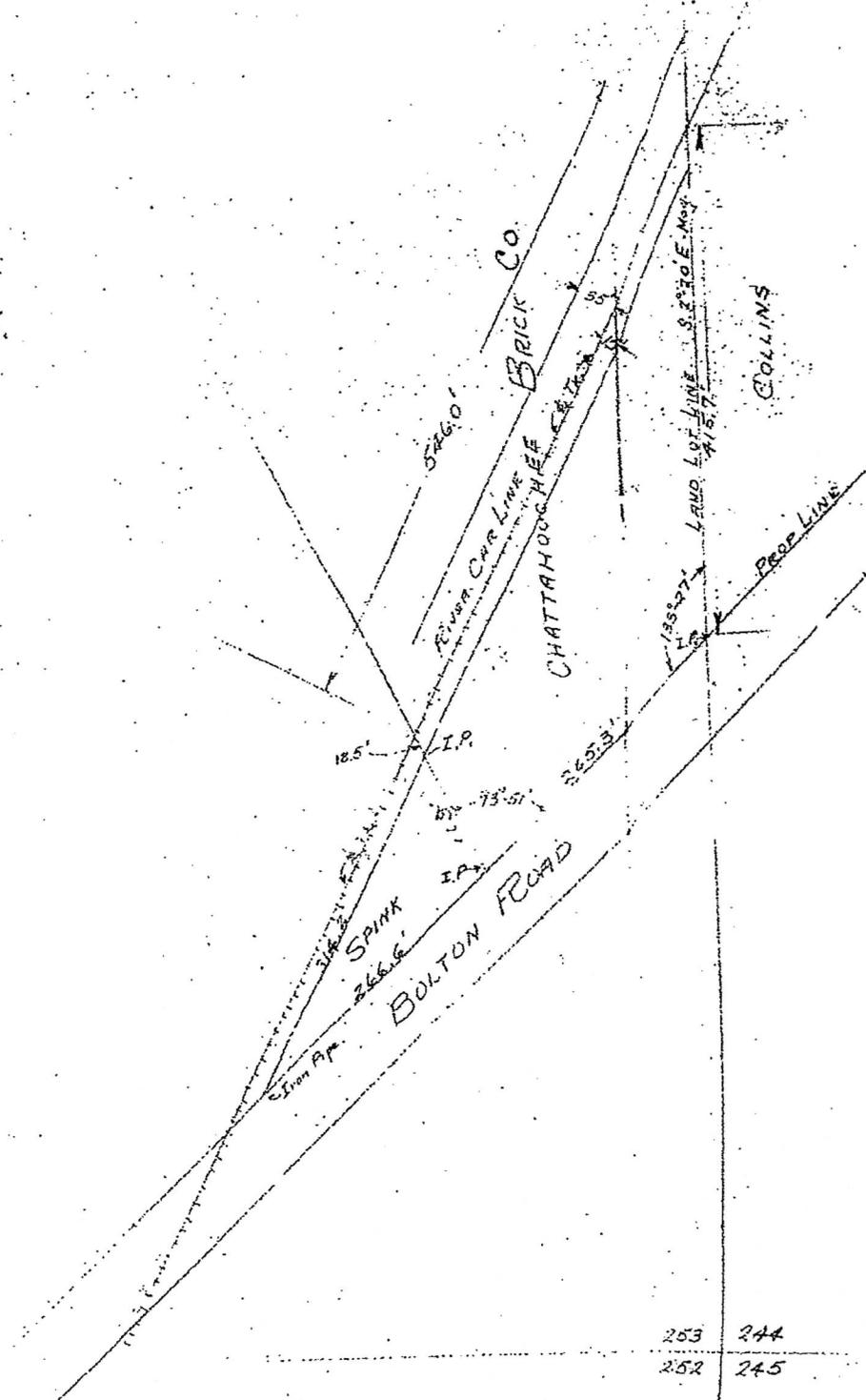
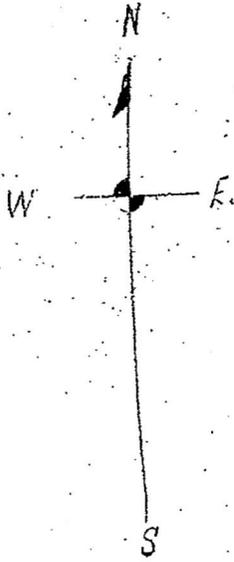
And the said party of the first part, for itself, its successors, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered in the presence of [Signature] Notary Public, Fulton County Georgia

Charlotte Brick Co. (Seal) [Signature] (Seal) [Signature] (Seal)

DEED BOOK 1097 325



253	244
252	245

GA. POWER CO.
 ROADWAY DEPARTMENT
 SKETCH
 SHOWING RIGHT OF WAY FOR
 RIVER CAR LINE
 THROUGH LANDS
 CHATTANOOGHEE & BRICK CO.
 I.L. 253-1715 DIST. FULTON COUNTY, GA.
 SURVEYED BY: *CAN. Kelly*

518-C

SEQ. NO. 60-343
SEQ. NO. 83-344

Certain Properties in Fulton and Cobb County

3895
L. F. 231
M. F. _____
D. F. _____

STATE OF GEORGIA:
COUNTY OF FULTON:

THIS INDENTURE Made and entered into this the first day of January, 1929, by and between the Atlanta Northern Railway Company, a Corporation under the laws of the State of Georgia, party of the first part, hereinafter sometimes referred to as the Grantor, and the Georgia Power Company, a Corporation under the laws of the State of Georgia, party of the second part, hereinafter sometimes referred to as the Grantee.

WITNESSETH: That

WHEREAS, There is a steady increase in demand for electric light and power service in the territory served by the electric railway line of the Grantor, requiring continuous additions and extensions to the electric properties of the Grantor in order to properly supply such demand; and

WHEREAS, It is to the interest of the public and to the street railway business of the Grantor that these additions and extensions be provided and the demands for increased service supplied in order that the territory served may be built up and developed and the traffic of the railway line thereby increased; and

WHEREAS, The Grantor is without the proper organization and without the means or resources with which to provide or efficiently maintain and operate the additions and extensions requisite to meet such increased demand; and

WHEREAS, The Grantee has the proper organization, means and facilities for making such additions and extensions and supplying such increased demand and is willing to take over the light and power properties and business of the Grantor and to undertake to provide the additions and

W. J. K. 0
R. A. M. 0

extensions required from time to time to meet such increased demands for electric light and power service.

THEREFORE, The Grantor, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, assign, transfer and convey unto the Grantee, its successors and assigns, the following described property in the State of Georgia, to-wit:

1. The 19,000-volt electric transmission line, including wires, crossarms, switch racks, switchboards, insulators and other appliances and equipment, saving and excepting the poles on which located, of the Grantor beginning at a point on Marietta Street, in the City of Atlanta, Fulton County, Georgia, at or near Lewis Avenue, designated as Pole 1 on the map attached hereto and made a part hereof, marked Exhibit 1, and extending thence Northwesterly along said Marietta Street, or the extension thereof, to a point where the Atlanta Northern Railway leaves said Marietta Street designated on the attached map as Pole 22 (which poles Nos. 1 to 22 are the property of Georgia Power Company), and from thence along and on the right of way of the said Atlanta Northern Railway through Fulton and Cobb Counties to a point at or near Fair Oaks, which point is designated on the attached map as Pole 720, a distance of approximately 12.5 miles; the poles of the Grantor from 23 to 720 on which the said 19,000-volt conductor is strung, the right of way on which said poles are located and all railway fixtures, appliances, equipment and apparatus, on said poles being expressly reserved from this conveyance.

2. The River Substation and substation equipment, including 3 - 150 KVA, 22,000/2200 Volt, Outdoor Type, Oil Cooled Transformers; 3 Bennett Arresters, Type D-24 (Set); 3 Oil Circuit Breakers, 300 A., 45,000 Volts; 2 - 50/100 A., 50 KVA, Type OA Current Transformers, and 1 Steel Frame, together with the insulators and such other appliances and equipment and apparatus as are located in and constitute a part of the River Substation of the Grantor and which are used and useful in connection with the retail electric distribution system and the business of supplying electric light and power at or near Bolton in Fulton County, Georgia, saving and excepting, however, the building in which such electric substation equipment is located, and which building, together with the land on which located, is expressly reserved from this conveyance.

3. The electric substation equipment, including 3 - 75 KVA, 22,000/2300 Volt, Outdoor Type, Oil Cooled Transformers; and 1 - 150 Amp., 4500 Volt, Oil Cooled Transformer, together with insulators and such other appliances and equipment as are located in the Depot Building of the Grantor at Smyrna (which building, together with the land on which located, is expressly reserved from this conveyance) and which constitute a part of the electric substation of the Grantor at Smyrna and which are used and useful in connection with the retail electric distribution system and the business of supplying electric light and power service at and near Smyrna, Georgia.

4. The electric distribution system of the Grantor located in Fulton and Cobb Counties, Georgia, including lines, poles (saving and excepting the poles mentioned in Paragraph 1 hereof, carrying the 19,000-volt transmission line conductor), wires, cross-arms, fixtures, insulators, service connections, cut-ins, meters, lamps and all other property,



appliances, apparatus, fixtures and equipment being a part of or apper-
taining to or used and useful in connection with such distribution systems,
together with all rights of way, easements, permits, privileges, franchises
and rights in or relating to the construction, maintenance or operation
thereof, through, over, under or upon any private property or any public
streets or highways within, as well as without the corporate limits of
any municipal corporation, including the following described property:

(a) The electric distribution system as constructed and
equipped at or near Bolton, in Fulton County, Georgia.

(b) The electric distribution system as constructed and
equipped at or near Smyrna, in Cobb County, Georgia.

Also the following franchise under which such system is
or may be operated:

Franchise granted to Atlanta Northern Railway Company
by the Mayor and Council of Smyrna by ordinance adopted on
May 13th, 1910.

(c) The electric distribution system in Cobb County serving
the territory contiguous to the public highway between the
Chattahoochee River and Smyrna and between Smyrna and Fair Oaks.

Subject, however, to the lien of that certain indenture dated the
first day of July, 1904, executed by the Atlanta Northern Railway Company to
Old Colony Trust Company, as Trustee.

It being the intention to hereby convey specifically all of the
electric transmission lines and electric distribution systems of the
Grantor and all franchises or contracts for service relating to or growing
out of the operation of said transmission line and electric distribution
systems and the business of supplying electric light and power service in
the territory served by the electric railway of the Grantor between Atlanta
and Marietta, in Fulton and Cobb Counties, Georgia, but not to include or
convey any part of the electric railway line of the Grantor or any building

or structures or electrical equipment, apparatus or appliances used in and requisite for the operation of and constituting a part of such electric railway system, other than the 19,000-volt line described in Paragraph 1 hereof.

TO HAVE AND TO HOLD, all and singular, the properties herein conveyed unto the said Georgia Power Company, its successors and assigns, forever.

And the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the properties hereby conveyed unto the said Georgia Power Company, its successors and assigns, against the claims of all persons whomsoever, except as against the lien of the said indenture dated the first day of July, 1904, above described, and subject to which this conveyance is made.

IN WITNESS WHEREOF The said Atlanta Northern Railway Company has caused these presents to be duly executed in its behalf by its President and its corporate seal duly attested by its Secretary to be hereto affixed the day and year first above written as the date hereof.

Signed, sealed and delivered
in the County of Fulton,
State of Georgia, in the
presence of:

L. M. Minish

L. G. Mann
Notary Public, State at Large, Georgia,
My Commission Expires Jan. 6, 1931.

(SEAL)

ATLANTA NORTHERN RAILWAY COMPANY

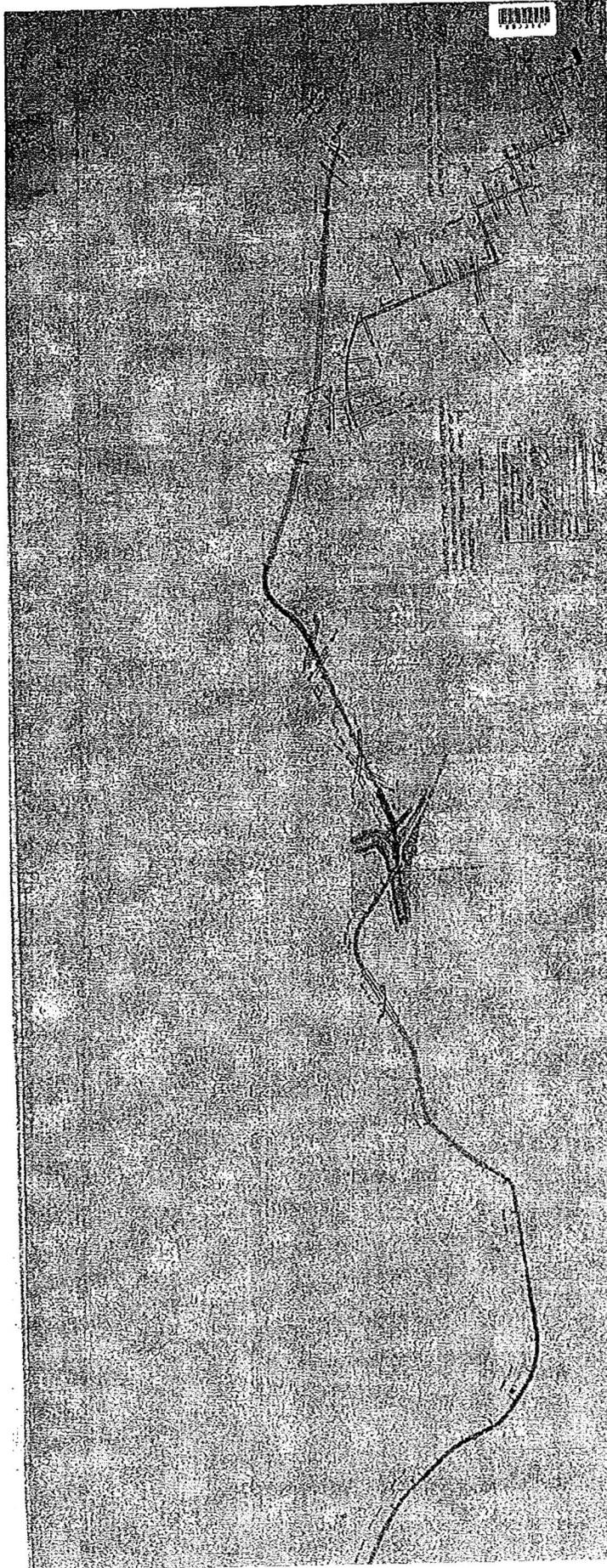
By (Sgd) P. S. Arkwright
President.

ATTEST:

(Sgd) W. H. Wright
Secretary.

Date 3/29/2011

Time : 03:46:42 PM

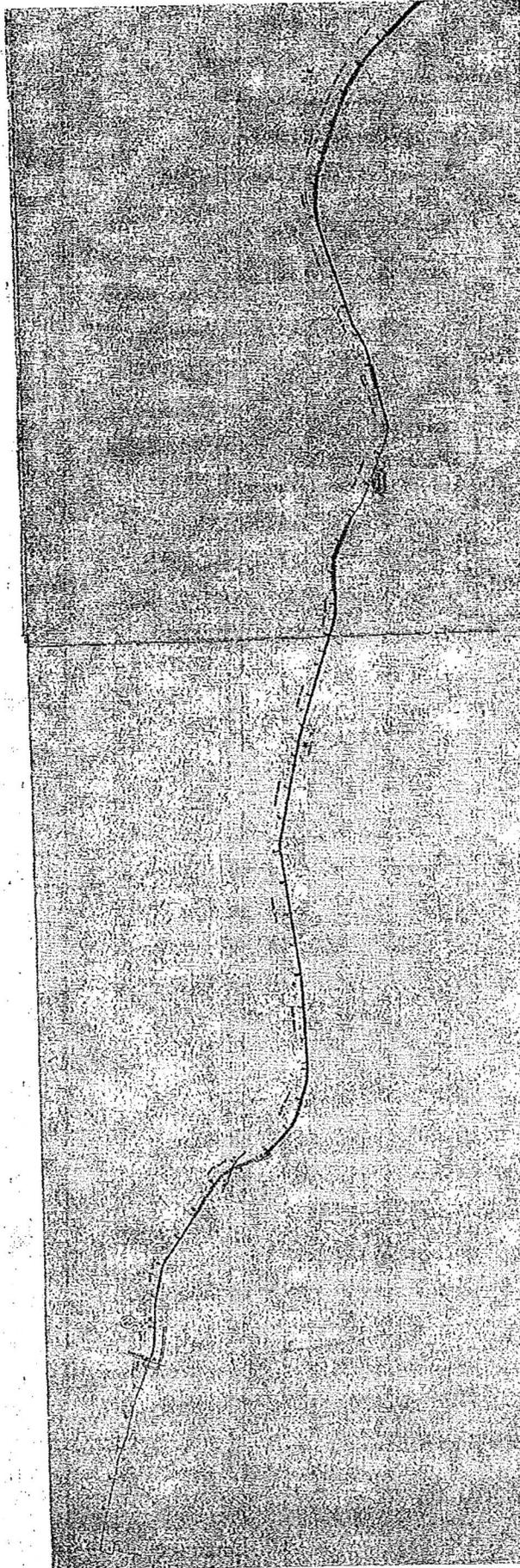


MAP 56-1
B53-H
Sheet #1

Title: F:\MAP\28#M01!.JPG

Date: 3/29/2011

Time : 03:32:47 PM



Map file #
B52-H
Sheet #2

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DOT Prior Rights Research PI# 0006571
Bolton Road from Paul Road to Marietta Boulevard
Fulton County

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS database, on the Fulton County Tax Assessors website, on the DOT website and on the GSCCCA website by Land Lot and Land District, property owners and address. The project is located in Lands Lot 253 and 244 of the 17th Land District of Fulton County, Georgia along Bolton Road.

Distribution Base Maps: 0360-1298 and 0363-1298 0495-1396 show Georgia Power Company having distribution facilities within the project area.

Transmission: Transmission Grid Map: F3SE

Several transmission lines cross the area, please refer to Transmission Right of Way report prepared by the Records Section of Georgia Power Company's Land Department for details.

The Bolton Road substation is located on this road; please refer to the Transmission Right of Way report prepared by the Records Section of Georgia Power Company's Land Department for details.

Distribution:

The following documents were found in support of Georgia Power Company's Prior Rights:

Locations 1 & 2: Deed from Chattahoochee Brick Company, PSN# 3865, dated June 24, 1927.

Locations 3, 3.1, 3.2 & 4: Deed from The Atlanta Northern Railway Company, PSN# 3386, dated January 1, 1929.

No evidence was found to indicate that either Fulton County or the City of Atlanta has any road right of way/right of way easements prior to GPC's easements in the project area. A search of the Grantor / Grantee indexes at the Fulton County courthouse did not reveal any grants of right-of-way or easements to either Fulton County or the City of Atlanta for Bolton Road.

The information gathered on this project will be filed in *GPC Land Records LF# 123-1401 PI# 0006571 Bolton Road from Paul Avenue to Marietta Boulevard, Fulton Co. DOT Prior Rights Research folder.*



EXHIBIT "A"
FULTON COUNTY
Bolton Rd from Paul Ave to Marietta Blvd
PI # 0006571
March 29, 2011

Loc #	Reimb	Non- Reimb	Comments
Sheet 1 of 4			
1	X		Deed from Chattahoochee Brick Company, PSN# 3865, dated June 24, 1927
2	X		See Location #1
Sheet 2 of 4			
3	X		Deed from the Atlanta Northern Railway Company, PSN# 3386, dated January 1, 1929
3.1	X		See Location #3
3.2	X		See Location #3
Sheet 3 of 4			
4	X		See Location #3



EXHIBIT "A"
FULTON COUNTY

Bolton Rd from Paul Ave to Marietta Blvd

PI # 0006571

March 29, 2011

Loc #	Reimb	Non- Reimb	Comments
Sheet 1 of 4			
1	X		Deed from Chattahoochee Brick Company, PSN# 3865, dated June 24, 1927
2	X		See Location # 1
Sheet 2 of 4			
3	X		Deed from the Atlanta Northern Railway Company, PSN# 3386, dated January 1, 1929
3.1	X		See Location # 3
3.2	X		See Location # 3
Sheet 3 of 4			
4	X		See Location # 3



DOT Prior Rights Research PI# 0006571
Bolton Road from Paul Road to Marietta Boulevard
Fulton County

Prior rights research for the above project is complete. A thorough search has been performed in the Georgia Power Company LIMS database, on the Fulton County Tax Assessors website, on the DOT website and on the GSCCCA website by Land Lot and Land District, property owners and address. The project is located in Lands Lot 253 and 244 of the 17th Land District of Fulton County, Georgia along Bolton Road.

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Bolton Road Streetscape Project PI #0006261

Project Schedule

1. Utility Relocate Agreement - November 15, 2012
2. Preconstruction Meeting - Dec 12, 2012
3. Commence Construction - Dec 20, 2012

Contract No	Project Name	PI No.	Funding	Project Cost	DWM Cost	Federal (80%*)	Local Match (20%*)	Utility Relocation (2*Est)	Total Cost	GDOT Contact
FC-5299	Bolton Road Streetscape	0006571	TE	\$425,065.31	\$76,728.44	\$278,669.50	\$69,667.37	\$38,522.00	\$463,587.31	Carleton Fisher