

*Banks Clerk
is present
etc.*

RESOLUTION

R010516b

STATE OF GEORGIA

COUNTY OF NEWTON

BE IT RESOLVED by the Board of Commissioners of Newton County and it is hereby resolved, that the foregoing attached Agreement, relative to Project P.I. Number 0012646, Newton County be entered into by the Board of Commissioners, and that William Keith Ellis, as Chairman, and Jackie B. Smith, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Board of Commissioners.

PASSED AND ADOPTED, this 5th day of January, 2016.

ATTEST:

Jackie B. Smith
JACKIE B. SMITH, CLERK

BY: *William K. Ellis*
WILLIAM K. ELLIS, CHAIRMAN

STATE OF GEORGIA

COUNTY OF NEWTON

I, Jackie B. Smith, as Clerk of the Board of Commissioners do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing cop of the original is now on file in my office, and was passed by the Board of Commissioners.

Witness by hand and official signature, this the 6th day of January, 2016

BY: *Jackie B. Smith*
JACKIE B. SMITH, CLERK

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
FEDERAL OR STATE-AID PROJECT
Non-Reimbursable**

PROJECT: **00132646**
COUNTY: **NEWTON**
STATE ROUTE: **N/A**
COUNTY ROAD: **653 & 181**
P. I. NO.: **0012646**

**STATE OF GEORGIA
COUNTY OF NEWTON**

This agreement made and entered into this _____ day of _____, _____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **COUNTY OF NEWTON** (hereinafter called the **COUNTY**).

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT** and the **COUNTY** propose to let to construction the above indicated project located on **CR 653/Covington Bypass at CR181/Flat Shoals Road** the rights of way which are to be acquired in the name of the **COUNTY** by the **COUNTY** without cost to the **DEPARTMENT** except as hereinafter specified; and,

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **COUNTY** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and,

WHEREAS, the **COUNTY** is authorized to enter into this contract by virtue of Sections 32-3-3 (e), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that certain resolution of the Board of Commissioners adopted the _____ day of _____, _____; and

WHEREAS, said rights of way are to be acquired by the **COUNTY** in accordance with certain specified requirements of the Federal-aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and,

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **COUNTY**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **COUNTY** agree as follows:

ITEM I

The **DEPARTMENT** will prepare the legal descriptions and colored plats and furnish them to the **COUNTY** for use in acquiring the Rights of Way. The **COUNTY** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements.

ITEM II

The **COUNTY** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **COUNTY**.

ITEM III

The **COUNTY** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **COUNTY**.

The **COUNTY** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT**.

ITEM IV

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **COUNTY** agrees not to use convict labor in any way on or in connection with this project.

ITEM V

To the extent allowed by law, The **COUNTY** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, except that which is the result of the sole negligence of the **DEPARTMENT**.

ITEM VI

Once the environmental clearance is obtained and the right of way plans are approved, the **COUNTY** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

ITEM VII

The **COUNTY** will, in its right of way acquisition procedure observe and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Public Law 91-646 and Georgia Laws 1972, p 931, and in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **COUNTY** will be responsible for making payments to owners as required under this procedure for incidental expenses on the transfer of real property for rights of way purposes and such other moving and relocation cost as required under the law and determined to be proper by the **DEPARTMENT**. The **COUNTY** will designate a party to be responsible for accepting, reviewing, and preparing responses to appeals of relocation assistance benefits. The **COUNTY** will in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions. During the performance of this Contract, the **COUNTY** will also comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A" attached.

ITEM VIII

Where determined to be desirable by Department Inspectors, the **COUNTY** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM IX

The **COUNTY** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements.

ITEM X

This contract is the total agreement between the **DEPARTMENT** and the **COUNTY** and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **COUNTY**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **COUNTY**.

ITEM XI

TIME IS OF THE ESSENCE IN THIS CONTRACT.

UNLESS OTHERWISE AMENDED BY THE MUTUAL AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER THAN THE CONCLUSION OF FY 8/2016.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT OF TRANSPORTATION** by the Commissioner of the **DEPARTMENT OF TRANSPORTATION** and on behalf of **NEWTON COUNTY** being duly authorized to do so by the Newton County Board of Commissioners.

Executed on behalf of the Department Of Transportation this the ____ day of _____, _____.

APPROVED:

BY: _____
COMMISSIONER

ATTEST:

TREASURER

Witness for the Department of Transportation:

Executed on behalf of the County of Newton this the 19 day of January, 2016.

BY: [Signature]
CHAIRMAN of Board of Commissioners

This Contract was approved by the Board of Commissioners at a meeting held this the 5 day of January, 2016

[Signature]
CLERK OF THE COUNTY

Witness for the County:
[Signature]