

**CITY OF HAMPTON
STATE OF GEORGIA**

RESOLUTION NO. 2025-27

**A RESOLUTION AUTHORIZING ACCEPTANCE OF CONVEYANCE
OF PERPETUAL RIGHT OF WAY ENCROACHMENT EASEMENT FROM
ATLANTA GAS LIGHT COMPANY TO THE CITY OF HAMPTON FOR
THE INSTALLATION OF SANITARY SEWER AND WATERLINE AS
DESCRIBED IN AGL ENCROACHMENT NO. ROWSOP-2450 524.**

WHEREAS, the Mayor and Council are the governing body of the City of Hampton, Georgia (“City”); and

WHEREAS, the Mayor and Council are tasked with protecting and promoting the health, safety, morals, and welfare of the citizens of the City of Hampton; and

WHEREAS, on March 25, 2025, Atlanta Gas Light Company (AGL) has provided the City of Hampton Permanent Encroachment Agreement and Exhibit “A” for perpetual encroachment easement for city sanitary sewer and waterline.

WHEREAS, said Permanent Encroachment Easement is shown as attached “Attachment A” Permanent Encroachment Agreement proposed for dedication to the City of Hampton; and

WHEREAS, said area of Encroachment within AGL Right-of-way is described as being sixty feet (60ft) in width and extending in part through Land Lot(s) 50, 51, 78, & 79, of the 3rd District, Henry County, Georgia been submitted pursuant to the Subdivision Regulations; and

WHEREAS, an off-site infrastructure improvement plan has been reviewed by the City of Hampton engineer indicating the proposed easement dedication and design intent adheres to best practice standards for road design and City of Hampton sewer and water regulations and design standards; and

WHEREAS, the Engineer of Record is required under Section 3-7 of the Subdivision Regulations to submit an “as-built” drawing of the public improvements including water, sewer, and drainage; and

WHEREAS, in order to provide orderly development of the utility improvements, the City deems it in the best interest of the City of Hampton that the Conveyance as Permanent Encroachment Easement Agreement be accepted and the same become part of the public street system of the City of Hampton.

NOW, THEREFORE BE IT RESOLVED, by a majority vote of the Mayor and Council of the City of Hampton, that dedication and acceptance of utility easements within as shown on the easement dedication plat is hereby approved.

Read and adopted in the Regular meeting of the City of Hampton held on April 2, 2025.

ATTEST:


Blount
Interim, City Clerk
(Seal)

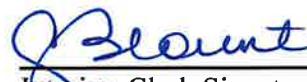
City of Hampton
Henry County, Georgia

BY: Anita Farley
Mayor

Certification

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Council on the date so stated in the Resolution.

I further certify that I am the Clerk of the Council, and that said resolution has been entered in the official records of said Council and remains in full force and effect the 8th day of April 2025.


Blount
Interim, Clerk Signature

Federal Employers Identification #586000588



Atlanta Gas Light Company
ENCROACHMENT AGREEMENT

ROW-FORM: EN04
VER. 05242023

Ten Peachtree Place
Atlanta, GA 30308
ATTN: Department 1355

404.584.4100 phone
www.atlantagaslight.com

March 25, 2025

ENCROACHMENT NO.: ROWSOP-2450 524
CROSS REF.: AGL FILE#12138

ATLANTA GAS LIGHT COMPANY, hereinafter called Grantor, hereby consents for **City of Hampton, GA** hereinafter called Grantee, to use an area within Grantor's right of way (Riverdale LNG to Griffin Yard 12"Line, Riverdale LNG to Bass Junction 14" Line) described as being sixty feet (60ft.) in width and extending in part through Land Lot(s) 50, 51, 78, & 79, of the 3rd District, Henry County, Georgia, as shown on Exhibit "A", a copy of said Exhibit being attached hereto and made a part hereof.

The use of the area by Grantee of Grantor's right of way, pursuant to this consent shall be limited to the construction, installation, and maintenance of:

- a. Installation of one (1) twelve inch (12" in.) PVC Forced Sanitary Sewer Main as depicted in Exhibit A attached hereto.
- b. Installation of one (1) sixteen inch (16" in.) D.I.P. water main as depicted in Exhibit A attached hereto.

Said sewer and water main shall maintain a minimum of two feet (2') separation from Grantor's facilities. **A shielding material should be used on all metal pipes across the entire easement area.** It is specifically understood that no buildings, power or lighting poles, communication pedestals, power transformers, water hydrants, water meters, valves, drainage structures or any other obstructions of any type will be permitted on the subject right of way.

The plans and specifications as submitted by Grantee meet Grantor's approval provided Grantee conforms to the following terms and conditions:

1. Grantee agrees to obtain all necessary rights from the owners of the lands crossed by Grantor's right of way in the event Grantor does not own said lands and rights.
2. Grantee agrees to use said area within Grantor's right of way in such a manner as will not interfere with Grantor's facilities installed thereon. Grantee shall install said encroachment(s) with the minimum cover and or clearance specifications required by Grantor.
3. Grantee agrees that the use of Grantor's right of way as herein provided shall in no way affect the validity of Grantor's easements and shall in no way modify or restrict the use or rights of Grantor, its successors or assigns, in and to the area to be used. Grantee acknowledges Grantor's right and title to said easements and the priority of Grantor's right of use and hereby agrees not to resist or assail said priority.
4. The use of said area within said right of way by Grantee shall be at the sole risk and expense of Grantee, and Grantor is specifically relieved of any responsibility for damage to the encroaching facilities resulting or occurring from the use of said right of way by Grantor. Grantee covenants not to sue Grantor in that instance.

5. Grantee hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Grantee from using on said right of way any tools, equipment or machinery in such a manner as will do damage to Grantor's facilities.
6. Notwithstanding anything contained herein, the Grantee agrees to reimburse Grantor for all cost and expense for any damage to Grantor's facilities resulting from the use by Grantee of said area within said right of way. Also, Grantee agrees that if in the opinion of Grantor, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change, raise or lower any of Grantor's facilities, to promptly reimburse Grantor for all cost and expense involved in such relocation, rearrangement, change, raising or lowering, of said facilities.

Grantee shall restore all areas affected by the construction within said area to as near as possible to the conditions and original lay of the land prior to said activities. Grantee agrees that it shall not alter the depth of cover over Grantor's facilities, except as specifically approved by AGLC and provided herein. Upon completion of the construction, Grantee shall contact **Kevin Barnard** to conduct a post construction inspection to confirm that Grantor's right of way has been restored and that depth of cover has not been reduced. In the event the Grantor has reduced the depth of cover it shall be responsible for all costs required to restore the depth of cover to its pre-construction condition. In the event Grantee fails to schedule a post-construction inspection with Grantor, and it is later discovered that the depth of cover over the pipeline is reduced, Grantee shall be deemed responsible for the reduced depth of cover and shall bear all costs to restore such cover. Nothing in this paragraph 7 shall limit Grantor's rights pursuant to paragraph 6 above. Grantee shall compact any disturbed soils to the same density as the surrounding soil.

7. Grantee agrees to notify, or have its contractor notify, Grantor's Right of Way Department, located at Ten Peachtree Place N. E., Atlanta Georgia 30309, phone 404-584-3839 or **preferably Kevin Barnard**, the area Asset Protection representative, phone **478-365-8057** at least five (5) business days prior to actual construction on Grantor's right of way.
8. Grantee hereby agrees to defend, indemnify, and hold harmless the Grantor from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons (including death) or damage to property (including damage to property of Grantor) attributable to or arising out of the use of said rights of way by Grantee, its agents, employees, contractors or any combination of these including but without limitation all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense. Provided, however, that the Grantee shall not be responsible to defend, indemnify or hold harmless the Grantor for losses or damages caused by or resulting from the sole negligence of the Grantor, its agents or employees. Grantor shall have the right, but not the obligation, to defend any suit against Grantor for which Grantee is obligated to indemnify Grantor. Grantee hereby agrees to cooperate with such defense. Upon Grantor's request, Grantee shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any such suit.

ADDITIONAL REQUIREMENTS

- A. No construction equipment or materials (if applicable) shall rest directly on top of pipeline(s).

- B. All equipment used during encroachment activity shall not change from the equipment listed on the attached SCG Contractor Equipment Information form.
- C. Grantee agrees to abide by the attached (if applicable) Stress Analysis findings regarding added matting, soil, etc. to protect the pipeline.

[Signatures on Following Page]

ATLANTA GAS LIGHT COMPANY

BY: _____

TITLE: _____

DATE: _____

Grantee hereby accepts the foregoing consent subject to the terms and conditions set forth above and in the event Grantee fails to perform as herein provided or fails to fully execute this document by **April 26, 2025**, this agreement shall become void and no use of Grantor's right of way as herein provided for shall be made.

CITY OF HAMPTON, GA

BY: Ann N Tarpley
Signature

Ann N Tarpley
Print Name

TITLE: Mayor

DATE: 4/18/25

LOWER WOOLSEY ROAD

HIGHWAY 41

EXHIBIT A, Pg 2 of 7



EXHIBIT A, Pg 3 of 7

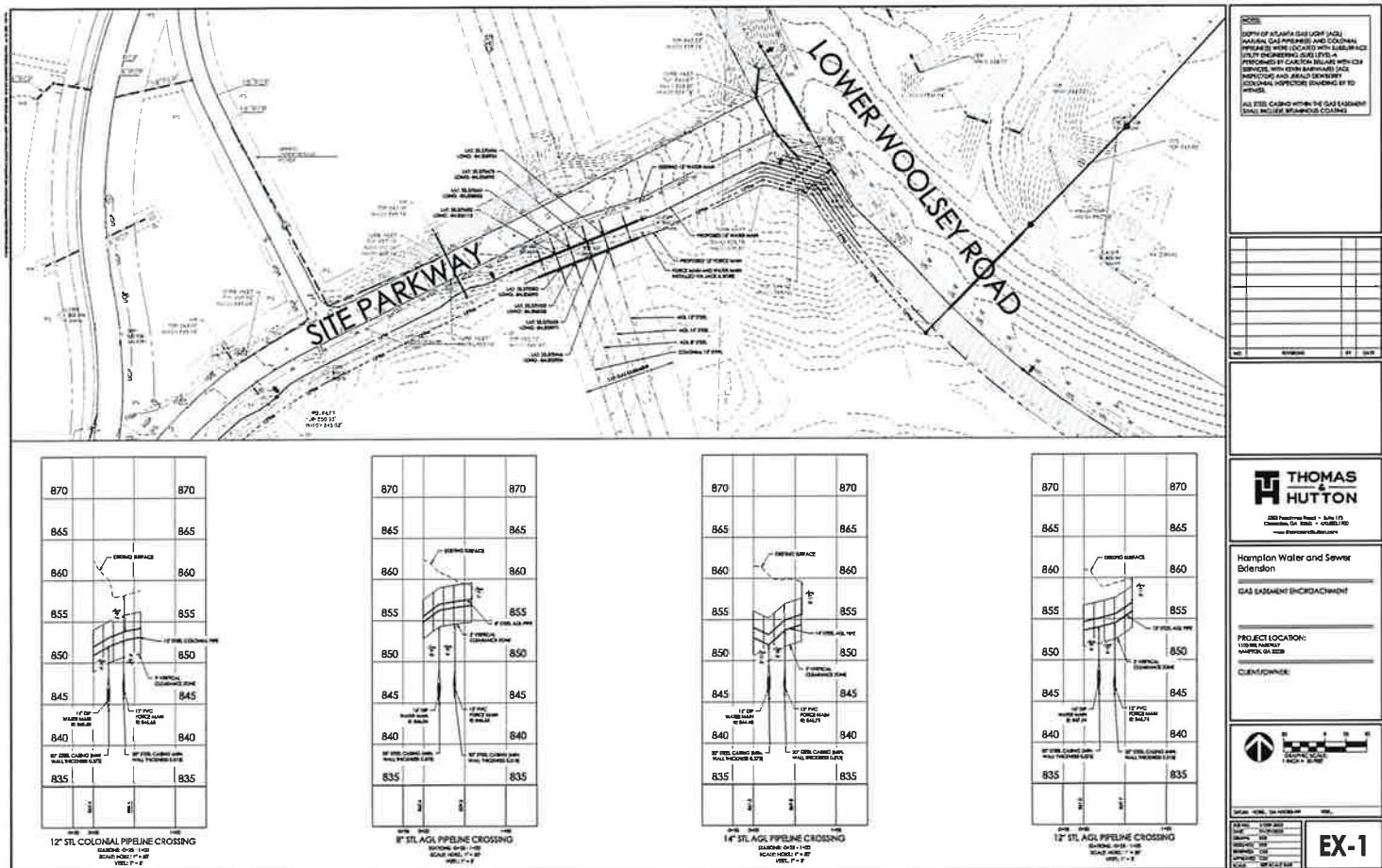


EXHIBIT A, Pg 4 of 7

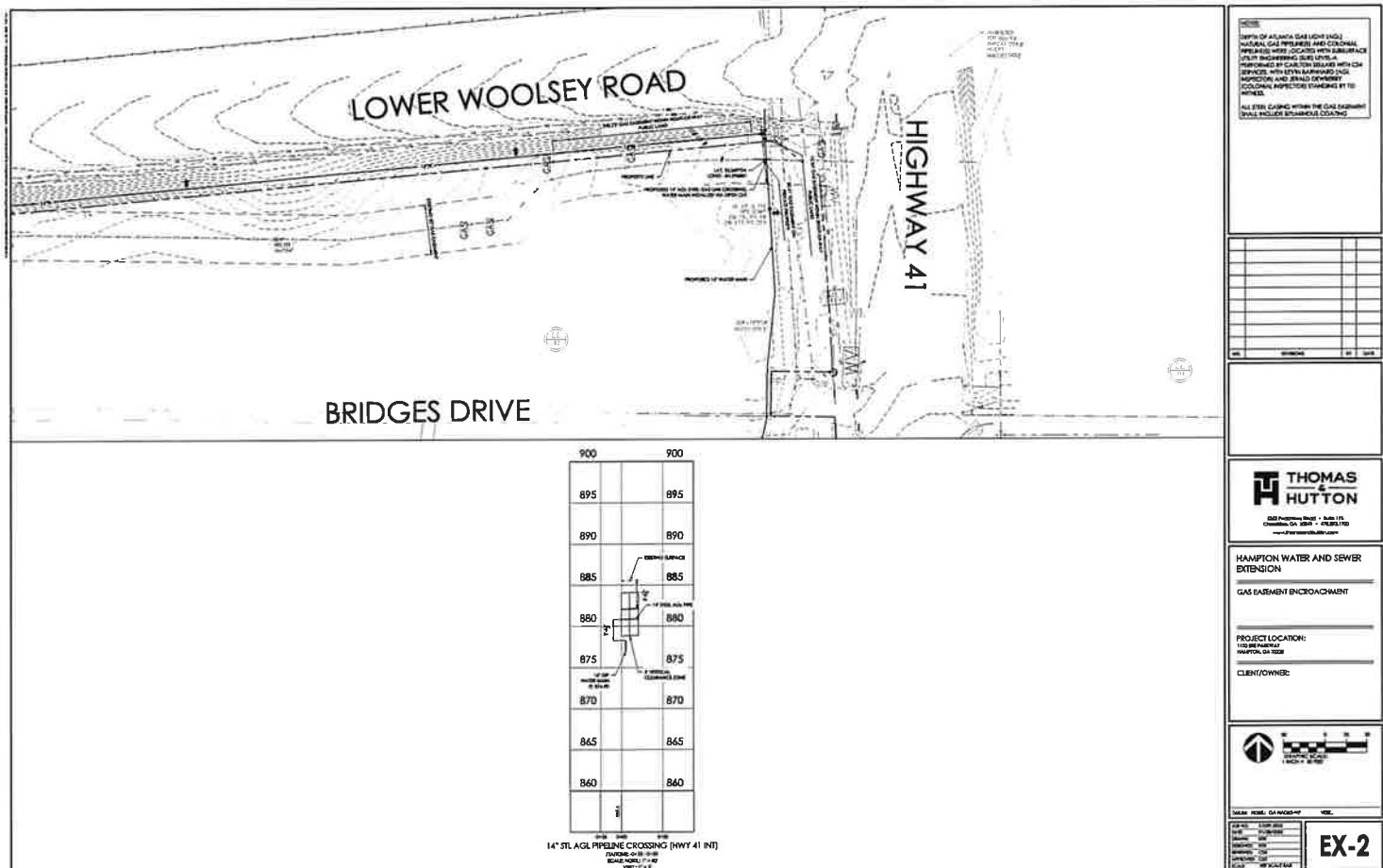
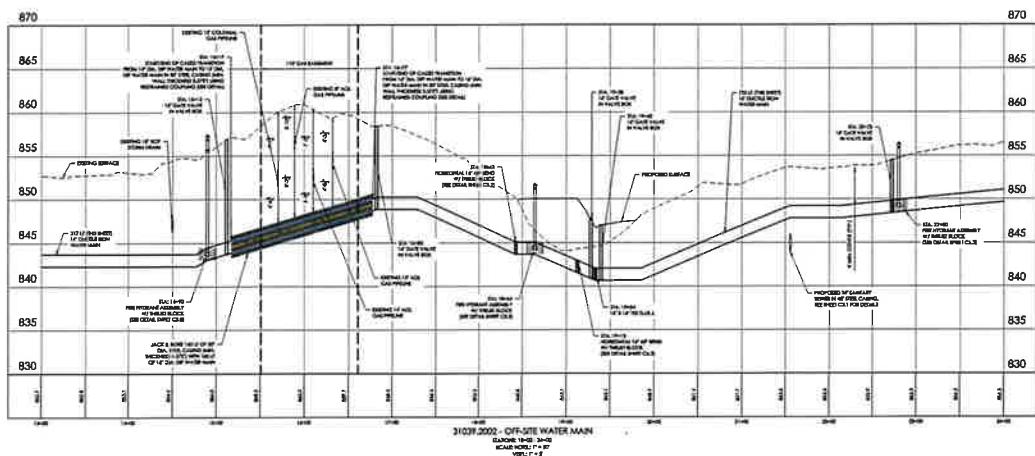


EXHIBIT A, Pg 5 of 7

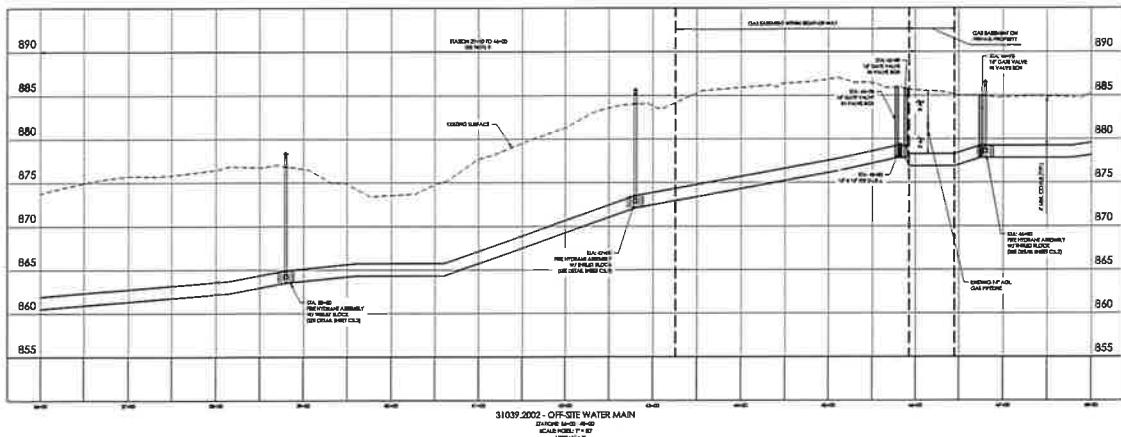


NOTES:
DEPTH OF ATLANTA GAS LIGHT (AGL)
NATURAL GAS PIPELINES (AND COLUMBIA
PIPELINES) WERE LOCATED WITH
SUBSURFACE UTILITY ENGINEERING (HARD
LEVEL) A PERFORMANCE CONTRACTS
WITH THE CONTRACTORS. WITH KEVIN BARNHARD
(AGL INSPECTOR) AND JEREMY CHERNOV
(COLUMBIA INSPECTOR) STANDING BY TO
WITNESS.
ALL STEEL CASING WITHIN THE GAS
SAGEMENT
SHALL INCLUDE RUMINIOUS COATING.

**HAMPTON WATER & SEWER
EXTENSION**

EX-3

EXHIBIT A, Pg 6 of 7

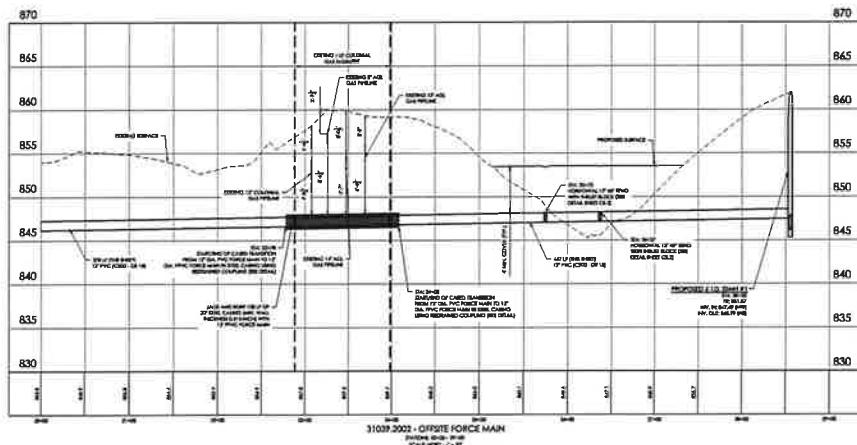


NOTES:
DEPTH OF ATLANTA GAS LIGHT (AGL)
NATURAL GAS PIPELINES AND COLONIAL
PIPELINES WERE LOCATED WITH
SUBSURFACE UTILITY ENGINEERING (SUE)
LEVEL A PERFORMED BY CARLTON SELBY
WITH CSA SERVICES INC., BIRMINGHAM,
ALABAMA, STONY POINT AND JEWELL DEBROWN
COLONIAL INSPECTORS STANDING BY TO
WITNESS.

ALL STEEL CASING WITHIN THE GAS
EASEMENT
SHALL INCLUDE BITUMINOUS COATING

EX-4

EXHIBIT A, Pg 7 of 7



NOTES:
DEPTH OF ATLANTA GAS LIGHT (AGL)
NATURAL GAS PIPELINE(S) AND COAL GAS
PIPELINE(S) WERE LOCATED WITH
SUBSURFACE UTILITY ENGINEERING (SUE)
LEVEL A PERFORMED BY CARLTON SELMAN
WITH CDA SERVICES, WITH KEVIN BARNHART
(AGL INSPECTOR) AND JERALD DENNISON
(COLONIAL INSPECTOR) STANDING BY TO
WITNESS.
ALL STEEL CASING WITHIN THE GAS
EASEMENT
SHALL INCLUDE BUTT-FUSION COATING

EX-5



Contractor Equipment Information Form

Ver. 09302021

Date: 1/30/25

Project or Development Name: Water & Sewer Extension - Hampton

Construction Contractor Name or Logo: JT Magen

Construction Contractor Contact Name & Phone #: Patrick Rattigan 312-735-2858

A water main and force main will cross the gas easement near Lower Woolsey Rd and Site Parkway. There will be no use of equipment used for this encroachment, they will be installed via jack and bore.

The water main will also cross a gas easement again near Lower Woolsey Rd and Highway 41. An excavator will be used for the installation via open cut.

Please fill in the above information and return to the Land Management Department via email to Reeves Stribling X2RSTRIB@southernco.com or via regular mail to the following address:

Southern Company Gas
Dept. 1355
Ten Peachtree Place
Atlanta, GA 30309

Thank you,

Southern Company Gas
Land Management Department