

## **Guidelines for Approval of Bicycle and Pedestrian Trails on Georgia Power Transmission Rights of Way**

1. **Fee Simple Ownership by GPC** – Requestor shall obtain written consent from property owners located immediately adjacent to GPC's ROW. Requestor will be responsible for determining who holds title to the property immediately adjacent to GPC's ROW. Requestor must obtain consent by GPC to any documents used in connection with such third party consent, and such consent will take place at Requestor's sole cost and expense.
2. **Easement Rights by GPC** – Requestor shall obtain an Easement from property owners having fee simple ownership of the ROW. Requestor will be responsible for determining who holds title to property located on GPC's ROW. Requestor must obtain consent by GPC to any documents used in connection with such third party consent, and such consent will take place at Requestor's sole cost and expense.
3. **Permits** – Requestor shall obtain a written Agreement from GPC for use of the right of way for the trail.
4. **Trail Use - Pedestrian and bicycle use only** – no motorized vehicles.
5. **Surface Material of Trail** – Composition of material used for the surface of the trail shall be approved by GPC.
6. **Location of Trail** – Trail must be located at least 25' from any pole, guy wire, tower or other equipment of GPC. Requestor must submit for approval by GPC an engineered drawing prepared by a licensed engineer or surveyor identifying the proposed location of the trail, and the width and length of the trail on the right of way with respect to property lines and structures. Once construction begins, any change in the location of the trail shall be approved by GPC.
7. **Consents** – Requestor must obtain GPC's consent for all improvements. Requestor is responsible for obtaining all necessary city, county, state and federal permits.
8. **Landscaping** - Except for the landscaping of trails and paths identified on the submitted drawing, no other landscaping shall take place on

GPC's right of way. No trees are allowed that may exceed 15' in height at maturity.

9. **Signage** – Requestor shall provide all necessary signage at their expense. Signage must be consented to in writing by GPC. Requestor is required to post opening and closing hours of trail.
10. **Outdoor Lighting** – The installation of outdoor lights proposed along the path of the trail must be consented to in writing by GPC. Outdoor lights must be owned and maintained by an electrical utility. Requestor shall be responsible for the cost to install and maintain the outdoor lights.
11. **Environmental** – Requestor must abide by all local, state and federal laws regarding wetlands, protected species and stream buffer protection. Requestor is responsible for installation and maintenance of trail using environmental best management practices to ensure proper erosion control. Requestor may not place any hazardous material on the right of way.
12. **Maintenance, Repairs, and Construction of Trails** – Requestor is responsible for performing these obligations at its sole cost. GPC retains the right to temporarily or permanently prohibit or restrict access to all or any portion of the trail. And GPC is not obligated to repair damage to the landscaping, trails or paths caused by or resulting from the exercise of any rights of GPC. At no time shall the trail or use of the trail inhibit access to the right of way by GPC. (This includes the time period during construction of the trail, making landscaping improvements, and the installation of signs and lighting.) Mechanical grade work during the installation of the trail may not impact the ground grid located on the right of way. Requestor shall notify GPC of the construction schedule and the equipment that will be used during construction.
13. **General Cleanliness** – Requestor shall be responsible for routine removal of trash and debris, and for routine maintenance of landscaping along the trail, or Requestor shall enter into an agreement with the City/County in which the trail is located whereby the City/County agrees to be responsible for routine removal of trash and debris, and for routine maintenance of landscaping along the trail.

14. Termination of Agreement – Agreement shall terminate if,

- a. at any time, GPC deems it necessary to have the unrestricted use of the right of way for current and future needs.
- b. trail is not constructed within 2 years
- c. trail is not maintained in a condition acceptable to GPC
- d. general cleanliness along the path of the trail is not acceptable to GPC
- e. trail is utilized for purposes outside the scope of the Agreement with GPC.

Either party may terminate the Agreement with 30 days written notice.

In the event the Agreement between the Requestor and GPC is terminated, the Requestor at their sole cost and expense shall have 60 days to remove all improvements from the trail and restore the right of way to its original condition. In the event the improvements are not removed within 60 days, GPC retains the right to remove all improvements and bill the Requestor for the total cost. Requestor shall have 30 days to reimburse GPC.

15. Insurance – Requestor shall at all times maintain general liability insurance. The amount of which will be determined by GPC's Risk Management. GPC to be named as additional insured by policy holder.

16. Liability – Use of property by Requestor shall be at their sole risk and expense, and GPC is specifically relieved of any liability for injury to persons or damage to property resulting from the use of GPC's property and or right of way. Requestor will not sue GPC. Requestor will indemnify GPC from all claims.

17. Retention of GPC Land Rights – GPC retains all property rights granted to GPC through existing deeds or easements, or through prescriptive rights.

The items referenced in this document are to be used as a general guideline for permitting pedestrian and bicycle trails on GPC's right of way. The actual Agreement may state additional terms that are not outlined in the guidelines.