

**TEMPORARY RIGHT OF ENTRY AGREEMENT**  
**DEKALB PARCEL 15 251 05 015**

This Temporary Right of Entry Agreement ("Agreement") is made this day of May \_\_\_\_\_, 2025 ("Effective Date"), by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia ("DEKALB") and GS CONSTRUCTION, a contractor for Watershed Project, DeKalb County Watershed Management, College Avenue Water Main Replacement project located at 3430 Kensington Rd, Decatur, GA 30032 ("GS CONSTRUCTION").

*WITNESSES.*

WHEREAS, DEKALB is the owner of certain real property lying and being in DeKalb County, Georgia and designated as DeKalb County Tax Parcel 15 251 05 015 (the "DEKALB Property."), which DEKALB Property is visually depicted on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, GS CONSTRUCTION has requested and DEKALB has agreed to grant GS CONSTRUCTION a temporary right of entry to enter upon the vacant lot located on the DEKALB Property for use as a construction storage yard on DEKALB Property as shown on Exhibit A, subject to the terms and conditions of this Agreement described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the sum of TEN and NO/1 00 U.S. DOLLARS (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, DEKALB and GARNEY, intending to be legally bound, hereby agree as follows:

**1. Grant of Right of Entry Term.**

- A. DEKALB hereby grants and conveys to GS CONSTRUCTION a non-exclusive temporary right of entry license over, across and on the DEKALB Property in order to allow GS CONSTRUCTION to enter upon the vacant lot located on DEKALB Property in order to store pipe and other construction material and equipment on the DEKALB Property as shown on Exhibit A.
- B. GS CONSTRUCTION acknowledges and agrees that it will conduct all activities (e.g., material and equipment storage, clean-up, etc.) between June 1, 2025, and January 31, 2026 ("Permitted Dates").
- C. DEKALB makes no representation or warranty of title with respect to the DEKALB Property.
- D. DEKALB shall not be responsible for any vehicles or personal property brought onto the DEKALB Property. Nor shall DEKALB be liable for any damage, theft, misappropriation or loss of any vehicle or personal property brought onto the DEKALB Property.
- E. Unless terminated earlier pursuant to the terms of this Agreement, the non-exclusive temporary right of entry granted to GS CONSTRUCTION above will expire at midnight on January 31, 2026 (the "Expiration Date"). GS CONSTRUCTION's use of the DEKALB Property shall be in accordance with this Agreement and shall be limited to the specific dates and times identified above.

3. Activities on the DEKALB Property.

A. GS CONSTRUCTION shall:

- i. be permitted to utilize the vacant lot located on the DEKALB Property to allow material and equipment storage during the Permitted Dates;
- ii. remove all material, equipment and trash by the Expiration Date;
- iii. leave the DEKALB Property in the same condition or better as found;

4. Warranties. GS CONSTRUCTION accepts use of the DEKALB Property for the Permitted Use in its "AS IS, WHERE IS" condition.

5. Termination. Either party may terminate this Agreement for convenience at least twenty-four (24) hours in advance of the start of date Permitted Hours by delivering to the other party, at the address listed in the Notices article, a written notice of termination.

6. Subject to Laws. This Agreement is further subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies. Either party may terminate its obligations under this Agreement if ordered to do so by the final order or ruling, of a court or other governmental agency, or if such order or ruling would make it impossible for either party to carry out its obligations under this Agreement.

7. Indemnification. DEKALB shall not be responsible for any claims, damages, losses and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the Permitted Use. GARNEY agrees to indemnify, defend and hold DEKALB harmless from and against any and all claims, demands, losses, damages, expenses (including reasonable attorneys' fees actually incurred) and liabilities resulting from or arising in connection with or related to the Permitted Use.

8. Notices. Notification of either party to this Agreement will be sufficient when deposited in the United States mail, first class mail, certified letter or return receipt requested, postage prepaid or by overnight courier as set forth below:

DEKALB: DeKalb County Government  
1300 Commerce Drive, 6\* Floor  
Decatur, Georgia 30030  
Attention: Zachary L. Williams, COO

and

With a copy to:

Chuck Ellis, Director Recreations, Parks and Cultural Affairs  
1950 West Exchange Road  
Tucker, Georgia 30084

GS CONSTRUCTION  
6404 Buford Highway  
Norcross, GA 30071  
Attention: Alessandro Salvo

8. Governing Law. This Agreement and all the provisions hereof shall be governed by and constructed in accordance with the laws of the State of Georgia.
9. Insurance. Garney shall maintain insurance in the amounts shown on Exhibit B during the term of this Agreement.
10. Miscellaneous.
- (a) The headings or titles of the sections and subsections of this Agreement are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Agreement;
  - (b) If any provision of this Agreement, or the application of such provision to any person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any person or circumstance, other than the person or circumstance to which it is held invalid, shall not be affected thereby;
  - (c) No waiver of any right or obligation created or arising under this Agreement shall be binding upon DEKALB or GS CONSTRUCTION unless such waiver is in writing and signed by the party against whom enforcement thereof is sought;
  - (d) No failure of DEKALB or GS CONSULTATION to exercise any power or right granted by this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such person to demand exact compliance with the terms hereof;
  - (e) Each of the exhibits referred to herein and attached hereto shall be and are hereby incorporated herein by this reference, in the same manner and with the same effect as if fully set forth herein at each place where reference is made thereto; and
  - (g) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

*[SIGNATURES BEGIN ON NEXT PAGE]*

IN WITNESS WHEREOF, DEKALB and GS Construction have executed this Agreement on and as of the Effective Date.

**GS CONSTRUCTION**

**DEKALB COUNTY, GEORGIA**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**LORRAINE COCHRAN-JOHNSON**  
**Chief Executive Officer**  
**Dekalb County, Georgia**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Assistant County Attorney**

## EXHIBIT A



## EXHIBIT B

- *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer's liability insurance by accident, each accident \$1,000,000  
Employer's liability insurance by disease, policy limit \$1,000,000  
Employer's liability insurance by disease, each employee \$1,000,000

- *Business Auto Liability Insurance* with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).

- « *Commercial General Liability Insurance*
  - Each Occurrence - \$1,000,000
  - Fire Damage - \$250,000
  - Medical Expense - \$10,000
  - Personal & Advertising Injury - \$1,000,000
  - General Aggregate - \$2,000,000
  - Products & Completed Operations - \$2,000,000
  - Contractual Liability where applicable

Dekalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies.