

**TEMPORARY RIGHT OF ENTRY AGREEMENT**  
DEKALB PARCEL 15 172 14 001

This Temporary Right of Entry Agreement (“Agreement”) is made this 13<sup>th</sup> day of January, 2025 (“Effective Date”), by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“DEKALB”) and **RUBY COLLINS, INC.**, a contractor for Watershed Project, City of Atlanta Watershed Management, Sugar Creek Basin Outfall & Trunk Sewer Replacement located at 1510 Key Road SE, Atlanta, GA 30316 (“RUBY COLLINS”).

*WITNESSETH:*

**WHEREAS**, DEKALB is the owner of certain real property lying and being in DeKalb County, Georgia and designated as DeKalb County Tax Parcel 15 172 14 001 (the “DEKALB Property”), which DEKALB Property is visually depicted on Exhibit A attached hereto and incorporated herein by this reference;

**WHEREAS**, RUBY COLLINS has requested and DEKALB has agreed to grant RUBY COLLINS a temporary right of entry to enter upon the Starmount McAfee Park located on the DEKALB Property of 3010 McAfee Road for use as laydown and material storage 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 ONE-THOUSAND and NO/100 U.S. DOLLARS (\$1,000.00) per month and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, DEKALB and RUBY COLLINS, intending to be legally bound, hereby agree as follows:

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

- A. DEKALB hereby grants and conveys to RUBY COLLINS, a non-exclusive temporary right of entry license over, across and on the DEKALB Property in order to allow RUBY COLLINS to enter upon the Starmount McAfee Park located on DEKALB Property in order to store materials for construction purposes on the DEKALB Property as shown on Exhibit A.
- B. RUBY COLLINS acknowledges and agrees that it will conduct all activities (e.g., construction traffic, clean-up, etc.) between January 20, 2025 and August 30, 2025 (“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 RUBY COLLINS above will expire at midnight on August 30, 2025 (the “Expiration Date”). RUBY COLLINS use of the DEKALB Property shall be in accordance with this Agreement and shall be limited to the specific dates and times identified above.

2. **Payment.** In consideration for the use of the DEKALB Property, RUBY COLLINS shall pay to DeKalb County a sum of One Thousand and No/100ths dollars (\$1,000.00) per month.

3. **Activities on the DEKALB Property.**

A. RUBY COLLINS shall:

- i. be permitted to utilize the DEKALB property located at 3010 McAfee Road to allow storage of materials for construction purposes during the Permitted Dates;
- ii. remove all trash by the Expiration Date;
- iii. leave the DEKALB Property in the same condition or better as found;
- iv. all trees to remain. No clearing to occur;

3. **Warranties.** RUBY COLLINS accepts use of the DEKALB Property for the Permitted Use in its “AS IS, WHERE IS” condition.

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

5. **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.

6. **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. RUBY COLLINS 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.

7. **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<sup>th</sup> Floor  
Decatur, Georgia 30030  
Attention: Zachary L. Williams, COO

With a copy to:

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

RUBY COLLINS: RUBY COLLINS, INC.  
4875 Martin Court  
Smyrna, GA 30082  
Attention: [Adam Scoggins]

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.** Ruby-Collins, Inc. 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 RUBY COLLINS unless such waiver is in writing and signed by the party against whom enforcement thereof is sought;
  - (d) No failure of DEKALB or RUBY COLLINS 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
  - (f) 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 Ruby-Collins, Inc. have executed this Agreement on and as of the Effective Date.

**RUBY COLLINS, INC.**

**DEKALB COUNTY, GEORGIA**

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

\_\_\_\_\_ **by Dir. (SEAL)**  
**LORRAINE COCHRAN-JOHNSON**  
**Chief Executive Officer**  
**DeKalb County, Georgia**

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

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

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

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

**APPROVED AS TO FORM:**

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

EXHIBIT A