

RIGHT OF ENTRY

**STATE OF GEORGIA
BARTOW COUNTY**

The **CITY OF CARTERSVILLE, GEORGIA** (hereinafter “**City**”), in consideration of the sum of ten Dollar (\$10.00) to each of us in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to **JAMES MATTHEW GREEN, KYRA ALEXANDRA GREEN, JOHN CLAYTON, and RICKY STEPP** (hereinafter collectively “**Grantee**”), his agents, contractors and assigns, the right to clear debris and remove dead trees, on the City property known as Bartow County Tax Parcel C064-0001-001, directly behind Grantee’s properties, as shown and depicted on Exhibit “A” (the “**Property**”), subject to the following terms and conditions:

A. The non-exclusive right of ingress, egress and regress over the Property is for the purposes of clearing debris and removing dead trees.

B. This Right of Entry commences upon the execution by both parties and expires forty-five (45) days from the date of signing by the last party, or upon written notification by either party that said Right of Entry is to be terminated. Upon written notice, this Right of Entry will be terminated upon the passing of five (5) days.

C. **Grantee** hereunder shall indemnify and hold harmless **City**, its members, managers, officers, agents, employees, successors and assigns, from and against all liens, claims of lien, losses, fines, penalties, liabilities, claims, demands, causes of action, costs and expenses, including reasonable attorney’s fees and costs incurred by **City** which result from injury or damage to persons or property caused by **Grantee’s** or **Grantee’s** agents, contractors or representatives exercise of the right of entry set forth herein. This indemnity shall not extend to, and **City** hereby releases **Grantee** from liability for, any claims or actions resulting from or related to the negligence or intentional misconduct of **City**, its agents, contractors or employees.

THIS AGREEMENT is made this _____ day of _____, 2023.

Signed, sealed & delivered in my presence this _____ **CITY OF CARTERSVILLE, GEORGIA**
_____ day of _____, 2023.

By: _____(SEAL)
Matthew J. Santini, Mayor

Witness

Attest: _____(SEAL)
Julia Drake, City Clerk

Notary Public
My Commission Expires:_____

(SEAL)

-SIGNATURES CONTINUED-

Signed, sealed & delivered in my presence this
_____ day of _____, 2023.

GRANTEE:

James Matthew Green

Witness

Kyra Alexandra Green

Notary Public
My Commission Expires:_____

(SEAL)

Signed, sealed & delivered in my presence this
_____ day of _____, 2023.

John Clayton

Witness

Notary Public
My Commission Expires:_____

(SEAL)

Signed, sealed & delivered in my presence this
_____ day of _____, 2023.

Ricky Stepp

Witness

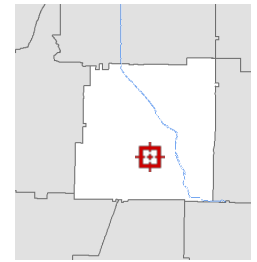
Notary Public
My Commission Expires:_____

(SEAL)



EXHIBIT "A"



Overview



Legend

-  Parcels
-  Roads

Parcel ID	C064-0001-001	Alternate ID	36734	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	INDIAN MOUNDS RD	Acreage	61.37		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 739-740-773-812 D 4 DELLINGER PARK & POND (Note: Not to be used on legal documents)				

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