

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

**This Temporary Construction Easement** (sometimes the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between **North Georgia Radio Group, L.P.**, a Georgia limited partnership (hereinafter “Grantor”), and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, party of the second part (hereinafter “Grantee”), their respective heirs, administrators, successors and assigns:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, Grantee is a municipal corporation owning or controlling certain real property adjacent to the Property being used as a city street or right-of-way and more particularly described as **Riverbend Road** (the “City Property”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Property to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) from each to the other in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Temporary Construction Easement.** Grantor, for itself and on behalf of its and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit “A” (the “Construction Easement”). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the “Construction Project”). Said Easement is temporary and shall expire upon completion of the construction therein.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in forty-five (45) days or less. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Except as may be amended by Grantee upon written notice to Grantor, said Temporary Construction Easement shall be for a period of forty-five (45) days beginning after the approval of the Corrective Action Plan. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather related delays as

soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:
  - (a) the right of entry into and upon the Property for the purpose of access and ingress to and egress from the Property in order to effect the rights, privileges and easements set forth herein;
  - (b) the right to cut away, remove and dispose of all trees, undergrowth or other obstructions which exist on the Temporary Construction Easement, which removal is necessary for stormwater and erosion control within the easement area;
  - (c) the right to install stone rip rap, fabric or other materials for stormwater and erosion control within the easement area; and
  - (d) the right, when required by law, governmental regulation or necessity to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Property.
  
4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all its right, title and interest in and to the Property.
  
5. **Conditions and Obligations of Construction Easement Use.**
  - (a) The use of the Property by the Grantee shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the Property. Any such use of this Temporary Construction Easement by the Grantee shall be undertaken in such a manner as to minimize the disturbance to and interruption of Grantor's use of the Property to the greatest extent practicable.
  - (b) Any construction or activities performed under this Temporary Construction Easement by Grantee shall be done in a good workmanlike manner and the Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.
  
6. **Covenants of Grantor.**
  - (a) Grantor waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Grantee herein and further acknowledges that the use granted herein does not constitute an action of eminent domain or condemnation by the Grantee. Grantor does not waive any claim for damages that may result from the

negligent acts or omissions of the Grantee or its contractors in its use of the Temporary Construction Easement.

(b) Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Property above described, that Grantor has a good and lawful right to convey said easement, rights and privileges granted herein.

7. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift of dedication to the general public or for any general public use.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

9. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

10. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and upon execution by the Grantor and Grantee.

11. **Time of Essence.** Time is of the essence with respect to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

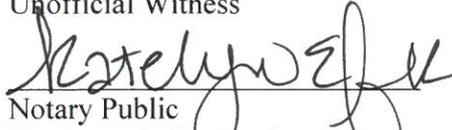
[Signatures on next page]

**IN WITNESS WHEREOF**, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_

Unofficial Witness

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

10.25.2013



Grantor:

North Georgia Radio Group, L.P.

By:  \_\_\_\_\_

Acceptance of Grantee:

CITY OF DALTON

\_\_\_\_\_  
Authorized Officer

## EXHIBIT "A"

A tract or parcel of land lying and being in Land Lot 255 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING proceed northerly along the westerly right-of-way of Riverbend Road (50-foot right-of-way) a distance of 157.28 feet from its intersection with the center line of Lavert Drive to an iron pin of 5/8-inch rebar which is the POINT OF BEGINNING; thence north 88 degrees 38 minutes 31 seconds west a distance of 400.00 feet to a point where an iron pin of ½ inch rebar is found; thence North 09 degrees 30 minutes 31 seconds west a distance of 400.00 feet to a point; thence south 88 degrees 38 minutes 31 seconds east a distance of 400.00 feet to a point on the west right-of-way of Riverbend Road (50-foot right-of-way) where an iron pin of ½-inch rebar is found; and thence south 09 degrees 30 seconds 31 minutes east along the westerly right-of-way of Riverbend Road (50-foot right-of-way) a distance of 400.00 to a point which is the POINT OF BEGINNING.

Said tract or parcel of land is shown on Plat of Survey for Clear Channel Broadcasting The City of Dalton dated November 23, 2021 by Christopher Lee Lewis, GRLS No. 3063. For vesting deed see Deed Book 3542, Page 260 of the Whitfield County, Georgia Deed Records and being Tax Parcel No. 12-255-07-000.

**EXHIBIT “B”**

**CLEAR CHANNEL BROADCASTING INC. MUNICIPAL STORM SEWER EASEMENT**

A tract or parcel of land lying and being in Land Lot 255 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING for the Clear Channel Broadcasting Inc. Municipal Storm Sewer Easement proceed northerly along the westerly right-of-way of Riverbend Road (50-foot right-of-way) a distance of 157.28 feet from its intersection with the centerline of Lavert Drive to an iron pin of 5/8 inch rebar and then continue north 09 degrees 30 minutes 31 seconds west along the west right-of-way of Riverbend Road (50-foot right-of-way) a distance of 384.73 feet to a point which is the POINT OF BEGINNING for this Easement; thence north 88 degrees 38 minutes 31 seconds west a distance of 400.00 feet to a point; thence north 09 degrees 30 minutes 31 seconds west a distance of 15.27 feet to a point; thence south 88 degrees 38 minutes 31 seconds east a distance of 400.00 feet to a point on the west right-of-way of Riverbend Road (50-foot right-of-way) where an iron pin of ½ inch rebar is found; and thence south 09 degrees 30 minutes 31 seconds east a distance of 15.27 feet to a point which is the POINT OF BEGINNING.

Said Easement is shown and described as “Proposed 15’ Easement” on that Plat of Survey for Clear Channel Broadcasting The City of Dalton dated November 23, 2021 by Christopher Lee Lewis, GRLS No. 3063.