

## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") made this 28 day of April, 2022 (the "Effective Date"), by and between **Marion G. McIntosh**, (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 **Ridge Street** (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 themselves and on behalf of their heirs, legal representations, and assigns, 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 thirty (30) 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 thirty (30) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe.

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 or 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 whose 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 other 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, 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:

Grantor:

T. Jackson Sheppard  
Unofficial Witness

Marion B. McIntosh  
MCINTOSH, MARION B.  
Marion B. McIntosh  
DOM# 4-28-22

Sherrie L. Blalock  
Notary Public  
My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

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



EXHIBIT "A"

601 Greenwood Drive - DALTON, GA 30720

BOOK 4453 PG. 0032

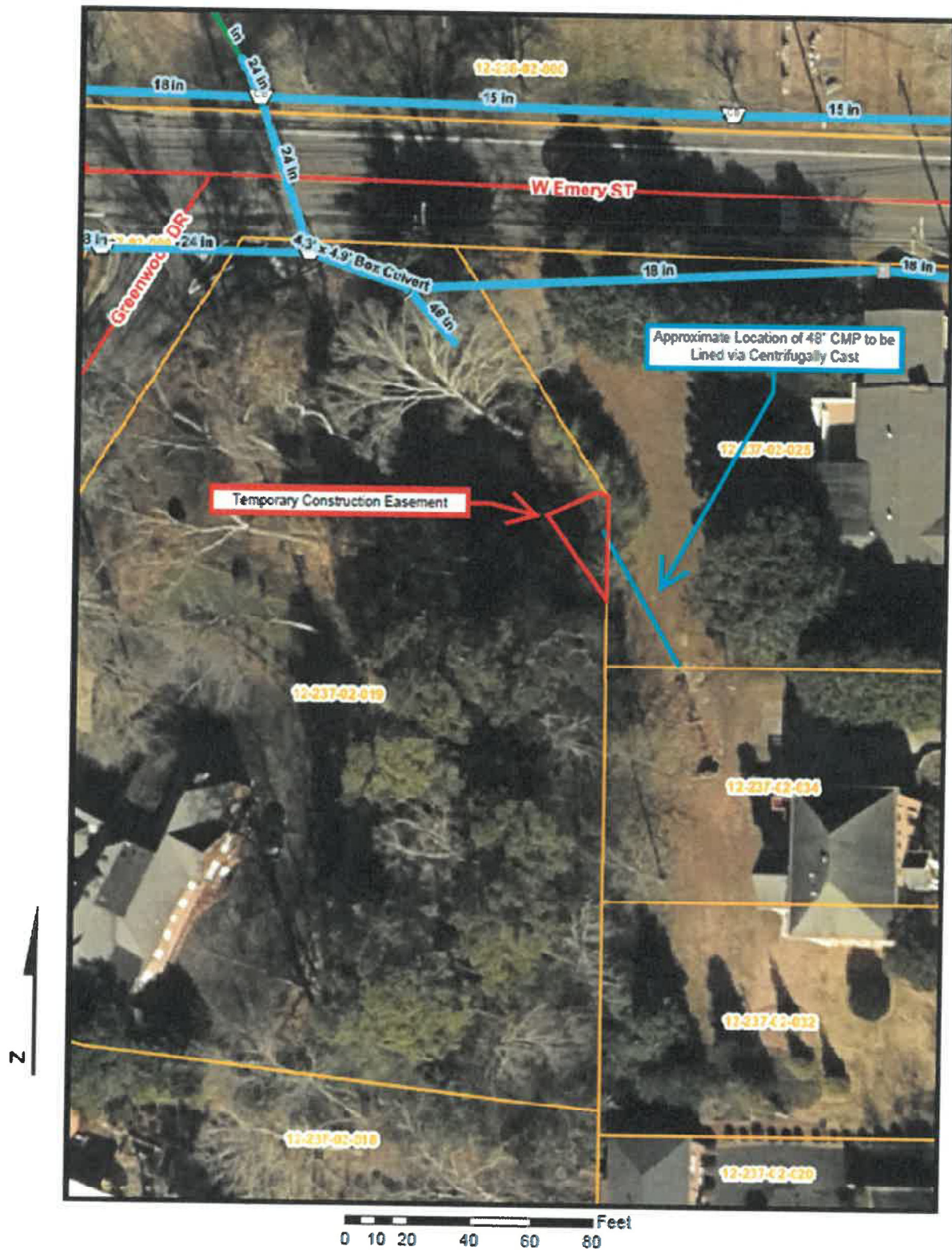
EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No 236 in the 12th District and 3rd Section of Whitfield County, Georgia, being Lot Nos 102-108, inclusive of Greenwood Subdivision, as shown by plat of record in Plat Book 1, Page 68, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, and a part of the unnumbered tract lying west of Ridge Street in Hamilton Heights Subdivision, as shown by plat of record in Plat Book 1, page 171, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, said lots and tract forming one tract of land described as follows:

BEGINNING at the southeast corner of the intersection of Greenwood Road and Emory Street; thence north 85 degrees 15 minutes east along the south side of Emory Street 48 feet; thence south 41 degrees 30 minutes east 103 feet; thence south 0 degrees 40 minutes west 179.5 feet; thence west 65 feet; thence north 75 degrees 45 minutes west 200 feet to the easterly side of Greenwood Road; thence along with the easterly side of Greenwood Road the following courses and distances: north 30 degrees east 113.4 feet; thence north 34 degrees 6 minutes 62.3 feet; and north 44 degrees 47 minutes east 75.56 feet to the point of beginning. Being the same property conveyed by deed of record in Deed Book 48, page 107, Whitfield County Deed Records and Deed Book 17, page 301, Whitfield County Deed Records.



## EXHIBIT "B"



## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") made this 25 day of April, 2022 (the "Effective Date"), by and between **Truett B. Nimmons and Ann Lee Nimmons**, (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 **Ridge Street** (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 themselves and on behalf of their heirs, legal representations, and assigns, 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 thirty (30) 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 thirty (30) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe.

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 or 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 whose 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 other 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, 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:

T. Jackson Sheppard  
Unofficial Witness

T. Jackson Sheppard  
Unofficial Witness

Grantor:

B. D. Nimmmons Jr.  
NIMMONS JR., TRUETT B.

Lee Ann Nimmmons  
NIMMONS, LEE ANN

Sherrie L. Blalock

Notary Public  
My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

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

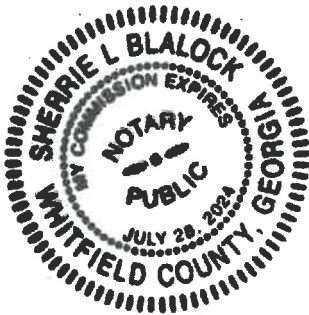


EXHIBIT "A"

600 RIDGE STREET - DALTON, GA 30720

STATE OF GEORGIA  
COUNTY OF WHITFIELD

EXECUTOR'S DEED UNDER POWER

THIS INSTRUMENT, Made this the 7th day of May, 1996 between RANDALL D. MAYFIELD, as Executor of the Last Will and Testament of MARY FRANCES MAYFIELD, deceased, of the First Part, (hereinafter called "grantor") and B. TRUETT NIMMONS, JR. AND LEE ANN NIMMONS, of the State of Georgia and County of Whitfield, of the Second Part (hereinafter called "grantee"); the words "grantor" and "grantee" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH, that the said grantor (acting under and by virtue of the power and authority contained in the said Will, the same having been duly probated and recorded in the Court of Probate of Whitfield County, Georgia, and also pursuant to an order of the Probate Court of Whitfield County, Georgia, dated April 9, 1996, said property having been duly advertised as required by said order and having been sold at public sale on the first Tuesday in May, 1996 and the Grantee herein being the highest bidder) for and in consideration of the sum of ten (\$10.00) Dollars and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, all that tract or parcel of land as follows:

All that tract or parcel of land lying and being in Land Lot No. 237 of the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at a point marking the southwest corner of the intersection of Ridge Street and Emery Street; thence south 01 degree 26 minutes 03 seconds east along the westerly right-of-way line of Ridge Street 132.96 feet to a point; thence south 87 degrees 03 minutes 33 seconds west 146.68 feet to a point; thence north 00 degrees 00 minutes 04 seconds east 45.20 feet, more or less, to a point; thence in a northwesterly direction following the "Jones" line 101 feet to a point located on the south right-of-way line of Emery Street; thence in an easterly direction following the southerly right-of-way line of Emery Street 210 feet, more or less, to the southwest corner of the intersection of Emery Street and Ridge Street and the point of beginning.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year above written.

*Randall D. Mayfield* (SEAL)  
RANDALL D. MAYFIELD, as Executor of  
the Last Will and Testament of  
MARY FRANCES MAYFIELD, deceased

Sworn to and subscribed before  
me this 7th day of May, 1996.

*Joann C. Parsons*  
WITNESS  
JOANN C. PARSONS  
NOTARY PUBLIC

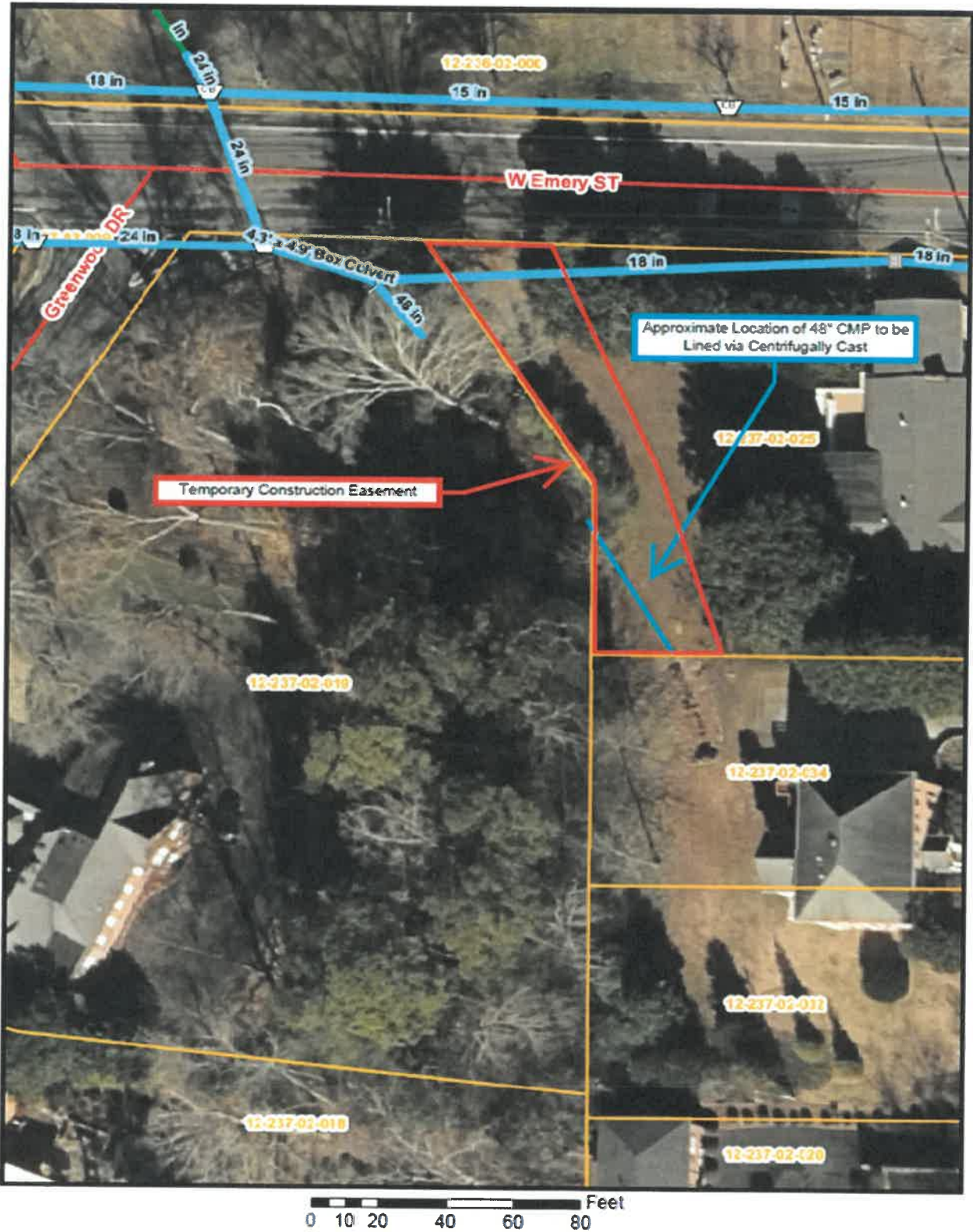
FILED & RECORDED  
TIME: 2:46  
DATE: 5-8-96  
DEED BOOK: 2723  
PAGE: 267  
BETTY NELSON, C.S.C.  
WHITFIELD COUNTY, GA

Whitfield County Georgia  
Probate Transfer Fee  
Paid \$ 21.00  
Date 5-21-96  
Betty Nelson  
Clerk of Superior Court



JOANN C. PARSONS  
Notary Public, Whitfield County, Georgia  
My Commission Expires May 15, 1998

## EXHIBIT "B"







## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

**This Temporary Construction Easement** (sometimes the "Agreement") is made this 6 day of April, 2022 (the "Effective Date"), by and between **Renea C. Mayfield**, (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 **Ridge Street** (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 herself and on behalf of her heirs, legal representations, 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 thirty (30) 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 thirty (30) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe

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 or 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 whom 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, 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:

Grantor:

*T. Jackson Sheppard*  
Unofficial Witness

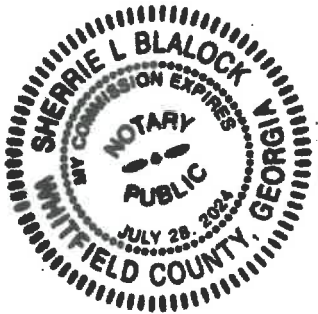
*Renea C. Mayfield*  
MAYFIELD, RENEA C.

*Sherrie L Blalock*  
Notary Public  
My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

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



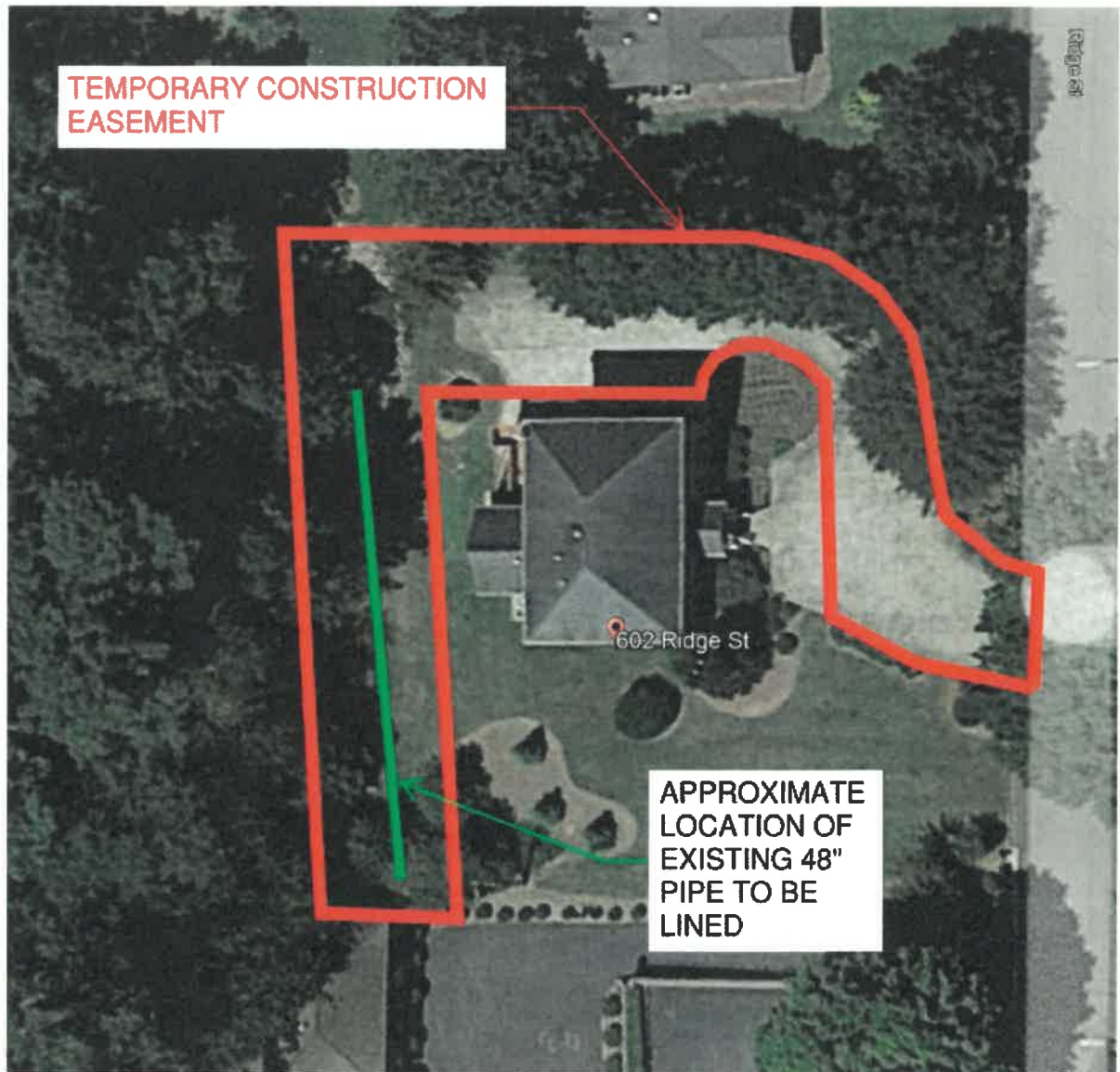
## **EXHIBIT "A"**

A tract or parcel of land lying and being in Land Lot 237 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being more particularly described as per plat of survey prepared by Norman B. DeLoach, Registered Land Surveyor, dated October 20, 1987, revised August 16, 1994, as follows:

BEGINNING at an iron pin located on the westerly right-of-way line of Ridge Street said iron pin being located south 01 degree 09 minutes 53 seconds east 132.96 feet from the southwest corner of the intersection of Emory Street and Ridge Street; thence south 01 degree 26 minutes 03 seconds east along the westerly right-of-way line of Ridge Street 139.62 feet to an iron pin; thence south 89 degrees 08 minutes 22 seconds west 150 feet to an iron pin; thence north 00 degrees 00 minutes 04 seconds east 134.30 feet to an iron pin; thence north 87 degrees 03 minutes 33 seconds east 146.68 feet to an iron pin located on the westerly right-of-way line of Ridge Street and the point of beginning.



**EXHIBIT "B"**



## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 4 day of April, 2022 (the "Effective Date"), by and between **Steven W. Snyder and Catherine S. Snyder**, (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 **Ridge Street** (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 themselves and on behalf of their heirs, legal representations, 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 thirty (30) 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 thirty (30) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe;
- (d) the right to repair existing sinkhole above existing storm drain pipe.

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 or 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 other 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:

Grantor:

T. Larson Sheppard  
Unofficial Witness

[Signature]  
SNYDER, STEVEN W.

T. Larson Sheppard  
Unofficial Witness

Catherine S. Snyder  
SNYDER, CATHERINE S.

Sherrie L Blalock  
Notary Public

My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON



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



### EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 237 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Steven W. Snyder and Catherine S. Snyder by Donald O. Babb, Georgia Registered Land Surveyor No. 2029, dated April 11, 2001, and being more particularly described according to said survey as follows:

BEGINNING at a point located in the west right of way line of South Ridge Street (60' R/W), said point being located in a southerly direction, as measured along the west right of way line of Ridge Street, a distance of 254.5 feet from the point of intersection of said right of way line and the south right of way line of Emery Street; thence running south 00 degrees 5 minutes 10 seconds east, along the west right of way line of South Ridge Street, a distance of 161.0 feet to an iron pin; thence running south 88 degree 00 minutes 41 seconds west a distance of 151.11 feet to an iron pin; thence running north 00 degrees 31 minutes 58 seconds west a distance of 164.05 feet; thence running north 89 degrees 08 minutes 22 seconds east a distance of 150.0 feet to an iron pin, which is the point of beginning.

## EXHIBIT "B"



## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This **Temporary Construction Easement** (sometimes the "Agreement") made this 8<sup>th</sup> day of April, 2022 (the "Effective Date"), by and between **David J. Young and Kathy K. Young**, (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 **Ridge Street** (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 themselves and on behalf of their heirs, legal representations, and assigns, 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 sixty (60) 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 sixty (60) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe.

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 or 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 whose 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 other 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, 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:

T. Jackson Sheppard  
Unofficial Witness

T. Jackson Sheppard  
Unofficial Witness

Grantor:

David J. Young  
YOUNG, DAVID J

Kathy K. Young  
YOUNG, KATHY K.

Sherrie L Blalock

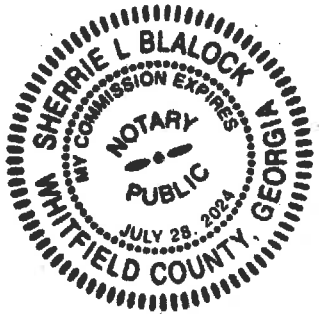
Notary Public

My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

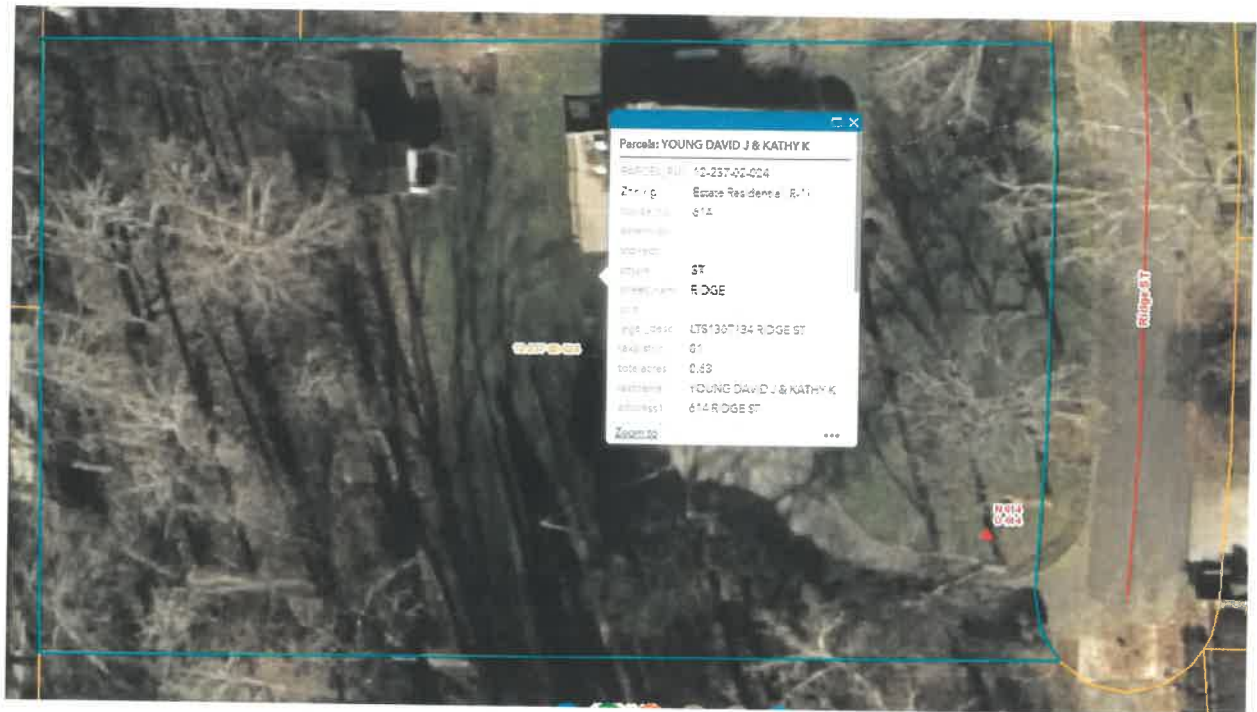
\_\_\_\_\_  
Authorized Officer



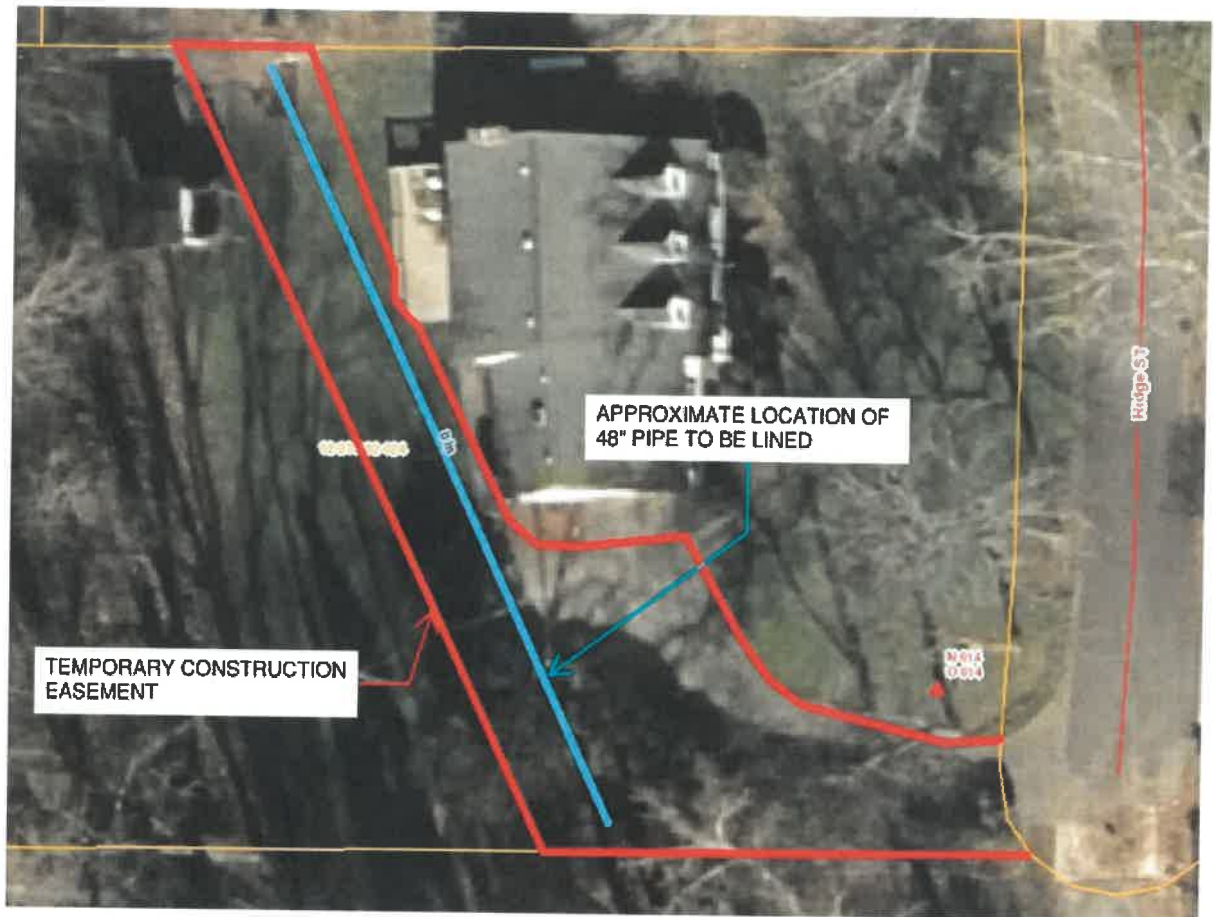


## EXHIBIT "A"

614 RIDGE STREET – DALTON, GA 30720



## EXHIBIT "B"



## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 12<sup>th</sup> day of April, 2022 (the "Effective Date"), by and between **Diane F. Williams**, (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 **Ridge Street** (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;

**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 herself and on behalf of her heirs, legal representations, 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 thirty (30) 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 thirty (30) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe

4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all her 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 other 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:

Grantor:

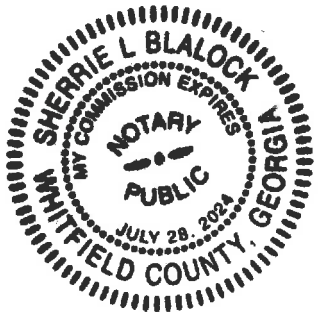
T. Jackson Sheppard  
Unofficial Witness

Diane F. Williams  
WILLIAMS, DIANE F.

Sherrie L Blalock  
Notary Public  
My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON



/  
Authorized Officer



**EXHIBIT "A"**

**622 MCFARLAND AVE – DALTON, GA 30720**



↓ AFTER RECORDING, PLEASE  
RETURN TO:

GREGORY H. KINNAMON, P.C.  
GREGORY H. KINNAMON  
P.O. BOX 8178  
DALTON, GA 30722

Deed Doc: QCD

Recorded 06/10/2019 03:25PM

Georgia Transfer Tax Paid : \$0.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

Bk 06711 Pg 0883-0885

Pr4001420

STATE OF GEORGIA

COUNTY OF WHITFIELD

§  
§  
§

QUITCLAIM DEED

TITLE NOT EXAMINED

THIS INDENTURE, made this 5<sup>th</sup> day of June in the year Two Thousand  
Nineteen, between SCOTT ALLEN FARROW, as Party of the First Part, and DIANE F.  
WILLIAMS, as Party of the Second Part:

WITNESSETH: That the said Party of the First Part, for and in consideration of  
SETTLEMENT OF ESTATE AND OTHER GOOD AND VALUABLE  
CONSIDERATION, has bargained, sold, and by these presents does remise, release and  
forever quit claim to the said Parties of the Second Part, their successors and/or assigns, all the  
right, title, interest, claim or demand the said Party of the First Part, have or may have had in  
and to the following described land:

TRACT I:

ALL that tract or parcel of land lying and being in Land Lot 237  
of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia,  
together with improvements thereon, and being Lot 48 of the  
Hamilton Heights Subdivision, and being more particularly  
described according to a plat of survey prepared by Joseph R.  
Evans, GRLS No. 2168, dated 11/29/1989 and being more  
particularly described according to said survey as follows:

BEGINNING at an iron pin located in the north right-of-way of  
Franklin Street (50 foot right-of-way), said point being located in  
a westerly direction, as measured along said right-of-way line a  
distance of 240.0 feet from the point of intersection of said right-

of-way line and the west right-of-way line of Miller Street; thence running west along the north right-of-way line of Franklin Street, a distance of 236.0 feet to an iron pin; thence running north 48 degrees 35 minutes 44 seconds east a distance of 235.50 feet to an iron pin located in the south right-of-way line of McFarland Avenue (50 foot right-of-way); thence running in a southeasterly direction, along an arc to the left of the southwest right-of-way line of McFarland Avenue, a distance of 70.0 feet to an iron pin; thence running south 00 degrees 48 minutes 00 seconds east a distance of 126.9 feet to an iron pin; which is the point of beginning.

#### TRACT II:

ALL that tract or parcel of land lying and being in Land Lot 237 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being more particularly described as Tract "A" according to a plat of survey prepared by Joseph R. Evans, GRLS No. 2168, dated 9/15/2003, and being more particularly described according to said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at the intersection of the north right of way line of Franklin Street and the west right of way line of Miller Street; thence running in a westerly direction, along the north right of way line of Franklin Street, a distance of 240.0 feet to an iron pin, thence continuing in a westerly direction along the north right of way line of Franklin Street, a distance of 29 feet to an iron pin; which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, running thence south 01 degrees 48 minutes 47 seconds east 25.01 feet to an iron pin; thence north 90 degrees 00 minutes 00 seconds west 207.79 feet to an iron pin; thence north 00 degrees 00 minutes 00 seconds east 25 feet to an iron pin; thence north 90 degrees 00 minutes 00 seconds east, along the north right of way line of Franklin Street, 207.00 feet to an iron pin and the TRUE POINT OF BEGINNING.

The purpose of this Quitclaim Deed is to relinquish any interest Grantor may have in the above-described property.

With all the rights, members and appurtenances to the said Parties of the Second Part, in any wise appertaining or belonging.

To have and to hold the said above-described property to the said Parties of the Second Part so that neither the said Party of the First Part, nor his heirs, executors and/or assigns, nor any other person or persons claiming under them, shall at any time, by any means, have, claim or demand any right or title to the aforesaid.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and affixed his seal, on the day and year first above-written.

Signed, sealed and delivered  
this 5<sup>th</sup> day of June,  
2019, in the presence of:

 (SEAL)  
SCOTT ALLEN FARROW

  
WITNESS

  
NOTARY PUBLIC

EXP. DATE:

Kimberly Ann Parsons  
NOTARY PUBLIC  
COBB COUNTY, GEORGIA  
(SEAL)  
My Commission Expires  
10/31/2021

The law firm of Gregory H. Kinnamon, P.C. has not examined title to the above described property and disclaims any liability as a result of anything that might be disclosed thereby.

G:\madoes\PROBATE\Farrow, Anne Fleming\deedfromscotttodiane.wpd

## EXHIBIT "B"





## TEMPORARY CONSTRUCTION EASEMENT

Georgia, Whitfield County

This Temporary Construction Easement (sometimes the "Agreement") is made this 1<sup>st</sup> day of April, 2022 (the "Effective Date"), by and between **Jack Joseph Hitchens & Courtney King Hitchens**, (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 **Ridge Street** (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 themselves and on behalf of their heirs, legal representations, and assigns, 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 sixty (60) 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 sixty (60) days beginning construction start date on Grantor's Property. 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 perform necessary work in order to prepare for installation of an in-situ pipe lining, headwall and extension on the existing storm drain pipe;
- (c) the right to install an in-situ pipe lining on the existing storm drain pipe;
- (d) the right to install a section of new pipe & new headwall.

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 or 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 whom 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 other 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:

Grantor:

J. Lukan Sheppard

Unofficial Witness

Jack Joseph Hitchens  
HITCHENS, JACK JOSEPH

J. Lukan Sheppard

Unofficial Witness

Courtney King Hitchens  
HITCHENS, COURTNEY KING

Sherrie L Blalock

Notary Public

My Commission Expires:

Acceptance of Grantee:

CITY OF DALTON

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



## EXHIBIT "A"

A certain tract or parcel of land lying and being in The City of Dalton, 12th District and 3rd Section of Whitfield County, Georgia, fronting 100 feet, more or less, on the east side of the right-of-way of Valley Drive and being the west part of what was formerly known as the J. J. Duane Homeplace and being that identical property heretofore conveyed to J. Pless Smith, Jr. by the Executors of Pearl Duane Smith, by Deed dated July 8, 1948, as recorded in Deed Book 53, page 138 of the Deed Records of Whitfield County, Georgia, (LESS AND EXCEPT that property subsequently conveyed by J. Pless Smith, Jr. to J. Pless Smith, Sr., dated July 8, 1948 as recorded in Deed Book 53, pages 95-96 of the Deed Records of Whitfield County, Georgia,) PLUS that property conveyed by Warranty Deed of Exie Jane C. Smith to J. Pless Smith, Jr. on January 12, 1968, as recorded in Deed Book 224, page 61 of the Deed Records of Whitfield County, Georgia, reference to which is herein made to all of the aforesaid Deeds with the property herein conveyed, being more particularly described as follows, to-wit:

BEGINNING at a point on the east side of the right-of-way of Valley Drive located 600 feet south of the right-of-way of the west side of Thornton Avenue and being the northwest corner of the property of Conner and further identified as the southwest corner of that property heretofore deeded to J. Pless Smith, Jr. by the aforesaid deed referred to above, dated July 8, 1948, as recorded in Deed Book 53, page 138 of the Deed Records of Whitfield County, Georgia; thence running north along the east side of the right-of-way of Valley Drive, 100 feet, more or less, to the northwest corner of that property referred to in Deed Book 53, page 138; thence running east 250 feet; thence running south 100 feet, more or less; thence running west 250 feet to the point of beginning plus a part of City Lot No. 10 (which said lot is also designated as 706 South Thornton Avenue) and being 53 feet, more or less, off of the west end of that portion of the property heretofore referred to above in Deed Book 53, pages 95-96 and being more particularly described as beginning at the northeast corner of the J. Pless Smith, Jr. Homeplace described above; thence running east along the north line of said Lot, 53 feet, more or less, to an iron stake which is 3 feet east of where a wire dog fence is now or previously located; thence south parallel to said wire dog fence to an iron stake on the south line of said lot; thence west along the south line of said lot to the east line of the J. Pless Smith, Jr. Homeplace as aforesaid; thence north along the east line of said Homeplace lot to the point of beginning with said additional property herein described as being that property described in Deed Book 224, page 61 of the Deed Records of Whitfield County, Georgia, reference to which is herein made.

## EXHIBIT "B"

