

Record and Return:
Sherrod & Bernard, P.C.
P.O. Box 1154
Douglasville, GA 30133

**RIGHT OF ENTRY AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2025 by and between DeKalb Board of Education (hereinafter referred to collectively as “Owner”), and the CITY OF DUNWOODY, GEORGIA.

WHEREAS, Owner holds title to certain real property located at (hereinafter referred to as the Property”):

Mailing Address: 4680 Chamblee Dunwoody Road
Dunwoody, GA 30338
Legal Address: Tax Parcel: 18 352 10 016
Land Lot(s): 352, 18th District
DeKalb County, City of Dunwoody, Georgia
Deed Book 27318, Page 00220
DeKalb County, Georgia Records

WHEREAS, the City of Dunwoody has determined that a 20-foot temporary easement area defined and delineated by the highlighted area on the plat attached hereto as Exhibit “A” entitled “Right of Entry and Temporary Construction Easement” is necessary for stormwater infrastructure inspection, maintenance, repair and all related activities, including, but not limited to, construction activities.

NOW, THEREFORE, for and in consideration of one dollar (\$1.00) and other valuable consideration, the sufficiency of which is stipulated by each party, it is HEREBY AGREED as follows:

1. Right of Entry and Construction Easement: Owner grants a Right of Entry and Temporary Construction Easement to the City of Dunwoody, its agents, employees and contractors, to

enter and use the Temporary Easement area for stormwater infrastructure inspection, maintenance, repair and all related activities, including, but not limited to, the accommodation of construction equipment and materials necessary for completion of the City of Dunwoody's stormwater infrastructure, as described above and shown on the attached Exhibit "A".

2. Restoration: Upon completion of the construction project, the City of Dunwoody, or its agents shall return the Temporary Construction Easement area and all portions of the Property affected by use of the easement to a condition reasonably comparable to the condition in which it existed prior to the City of Dunwoody's use of the easement area. Specific landscape items to be restored, re-planted, or replaced are as follows:
 - a. Re-establish ground cover;
 - b.
 - c. _____.
3. The Owner is prohibited from the following:
 - a. Importation of fill or debris into the easement area;
 - b. Installing or making any modifications to the structure(s) located within the easement or taking any action which increases the volume of stormwater entering into the stormwater drain infrastructure on the Property without the City of Dunwoody's approval.;
 - c. Erecting or maintaining any building, structure, tree, or any other item of any nature whatsoever within the easement area that would interfere or prevent the use of the easement area as outlined herein; and
 - d. Performing any action violating a State or Federal Law or Local ordinance with respect to the detention facility or stormwater infrastructure.
4. The Owner understands and agrees that the City of Dunwoody has the right to remove any tree(s), landscaping, vegetation, or structures which obstruct access within the easement area or which impair or damage the stormwater infrastructure on the Property.
5. The Owner agrees that the City of Dunwoody can assign its rights and responsibilities under the agreement.

6. The Owner understands that this easement is contingent on a land disturbance permit being issued, bids within the City of Dunwoody's budget for this project, and final approval by the City Council of the City of Dunwoody.
7. The Owner understands that this agreement may or may not be recorded in the DeKalb County, Georgia Superior Court Deed Records.
8. **All notices provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by deposit in the United States mail. The parties designate the following addresses as the respective places for giving such notice:**

For the City of Dunwoody:

City of Dunwoody
Attn: City Manager
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

For the Owner:

DeKalb Board of Education
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30383

9. This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. **IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land. This easement will become effective on the date it is signed and will remain effective for a period of 12 months from that date.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.

OWNER(S):

Unofficial Witness

Grantor

Notary Public
(Seal)

Grantor (Printed Name)

Unofficial Witness

Grantor

Notary Public
(Seal)

Grantor (Printed Name)

CITY OF DUNWOODY:
CITY OF DUNWOODY, GEORGIA

By: _____
Mayor

Notary Public

Attest:

City Clerk

Approved as to Form:

Office of the City Attorney