

**STATE OF GEORGIA  
DEKALB COUNTY**

**Temporary Right of Entry**

This Temporary Right of Entry (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), by and between the **Atlanta Board of Education** ("Owner"), the governing body of The Atlanta Independent School System and the **Board of Education of the City of Decatur**, the governing body of the City Schools of Decatur ("Licensee"), acting by and through its authorized official signing below

**W I T N E S S E T H**

**WHEREAS**, Owner is the owner of certain real property located in Atlanta, Georgia, which property is more particularly described or depicted on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property");

**WHEREAS**, Owner and Licensee are currently negotiating the terms of a lease agreement for the Property and in connection therewith Licensee has requested the right to enter the Property for the purpose of conducting due diligence examinations; and

**WHEREAS**, Owner is willing to grant such access to Licensee subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, for and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Entry.** Owner hereby grants to Licensee, its agents and representatives, a non-exclusive, temporary, revocable license and right to enter upon the Property to perform non-invasive due diligence investigations on the Property, such as boundary and topographic surveys, phase I environmental assessments and such other commercially reasonable testing, studies and investigations as Licensee shall require to determine whether Licensee desires to lease a portion of the Property from Owner (collectively "Investigations"). All Investigations shall be at the sole cost and expense of Licensee. Licensee agrees that Licensee shall give Owner at least two (2) business days' advance notice prior to entering the Property and Owner, or its designated representative, shall have the right to accompany Licensee during any entries upon the Property. All Investigations shall be conducted in a good and workmanlike manner as so as not to interfere with Owner's operations upon the Property. Licensee acknowledges that Licensee, its agents and contractors entry onto the Property shall be at their own risk.

2. **Term.** The term of this Agreement shall commence on January 1, 2016 and shall automatically expire on the earlier of: 5:00 p.m. on May 31, 2016; or the date the parties cease negotiations on the proposed lease agreement or otherwise determine that they will not enter into a lease agreement (the "Expiration Date").

3. **Repair of Damages.** On or before the Expiration Date, Licensee shall repair any damage caused to the Property as a result of Licensee's Investigations and shall return the

Property to substantially the condition that existed immediately prior to Licensee's entry onto the Property. Licensee, its agents and contractors shall carry liability insurance reasonably acceptable to Owner naming Owner as an additional insured. Evidence of such insurance shall be provided to Owner prior to Licensee's entry onto the Property.

4. **Indemnification.** To the extent allowed by law, Licensee shall indemnify, defend and hold Owner, its agents, employees, directors, board members and superintendent, harmless from and against any and all loss, damage, claim, fine, penalty, judgment, lawsuit, liability cost and expense (including, without limitation, attorneys' fees) related to Licensee's entry onto the Property and the conduct of Licensee's Investigations. This provision shall survive the expiration or earlier termination of this Agreement.

5. **Compliance with Laws.** In performing its Investigations, Licensee shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, permits, licenses, and other governmental proclamations, including, without limitation, all applicable rules and regulations promulgated by the Georgia Environmental Protection Division and all applicable local or municipal codes (the "Applicable Laws").

6. **Registry.** Licensee acknowledges that pursuant to state law, as well as Owner's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation (the "Registry") is prohibited from being within 1,000 feet of the Property. Licensee further acknowledges and represents that any and all contractors (collectively, "Contractor") entering the Property (or any portion thereof) on behalf of Licensee shall be obligated pursuant to their respective contracts with Licensee to comply with Applicable Laws, including without limitation, the aforementioned state law, in the performance of the Investigations. In addition, any such Contractor must comply with, and ensure compliance by any and all of its subcontractors with, the relevant sex offender laws now or hereinafter in effect in the State of Georgia, and must immediately notify Owner in the event any of Contractor's employees, agents and/or representatives entering the Property are listed or later added to the Registry.

7. **Immunity.** It is expressly understood, acknowledged and agreed by the parties that nothing contained in this Agreement shall be intended to be a waiver in any respect whatsoever of Owner's right to assert (under any circumstances whatsoever), its claim of governmental immunity from any liability or damages asserted against it by any natural person or entity created by law.

8. **No Lease Agreement Required.** Notwithstanding anything herein to the contrary, Licensee and Owner acknowledge and agree that this Agreement shall not be deemed to obligate the parties to continue to negotiate or enter into a lease agreement for the Property. This Agreement shall in no way affect any ongoing or future negotiations between Owner and Licensee.

9. **Entire Agreement.** This Agreement contains the complete expression of the agreement between the parties, and there are no promises, representations or inducements, verbal or written, except such as are herein provided, and the terms of this Agreement may not be varied or terminated except by a written agreement of the parties.

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

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

**[Remainder of Page Intentionally Left Blank]**

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the duly authorized representatives of Lessor and Lessee have executed this Temporary Right of Entry under seal on the day and year below.

**LESSOR:**

**ATLANTA BOARD OF EDUCATION**

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)  
Courtney English, Chairman

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (Seal)  
Meria Carstarphen, Ed.D.

My commission expires:

Superintendent

\_\_\_\_\_  
[NOTARY SEAL]

**LESSEE:**

**BOARD OF EDUCATION OF THE CITY OF  
DECATUR**

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)  
C. Garrett Goebel, Chair

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (Seal)  
David Dude, Ph.D., Superintendent

My commission expires:

\_\_\_\_\_  
[NOTARY SEAL]

**EXHIBIT A**

**Description of Premises**

**Attached.**