

STATE OF GEORGIA

COUNTY OF HALL

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the “**Agreement**”) is made this \_\_\_\_ day of November 2025 by GEORGIA PORTS AUTHORITY (hereinafter referred to as “**GPA**”), and UNINCORPORATED HALL COUNTY, GEORGIA (hereinafter referred to as the “**County**”).

WITNESSETH:

WHEREAS, GPA is the owner of a tract of land located in Land Lot 478, 2<sup>nd</sup> District, 1<sup>st</sup> Section, Hall County, Georgia, bearing situs address 3315 White Sulphur Road, Gainesville, GA, with assigned Tax Parcel Number 15019 000658, and which property includes an area of approximately 108.47 acres (the “**Property**”);

WHEREAS, the County desires to acquire access to a portion of the Property, as depicted on Exhibit "A", attached hereto and incorporated herein by reference (the “**Access Area**”), for the purpose of widening White Sulphur Road (the “**Work**”); and

WHEREAS, the County considers it necessary to obtain legal access to the Access Area for timely solicitation and award of construction bid documents pursuant to a right of entry, while allowing additional time for GPA and the County to negotiate and execute a mutually acceptable Purchase and Sale Agreement related to the Access Area; and

WHEREAS, GPA agrees to grant County permission to access the Access Area, as shown in Exhibit A, as necessary for the purpose of performing the Work, subject to the terms and conditions herein.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GPA and the County agree to the following terms and conditions:

1. GPA grants the County, acting through its employees, agents and contractors, permission to enter upon and perform the Work which includes, without limitation, construction work as necessary to widen White Sulphur Roadway (the “**Roadway**”) solely within the Access Area, as shown on Exhibit “A”.

2. The cost of the Work and related activities shall be County's sole responsibility. County shall obtain, at its expense, all licenses, approvals and permits for the performance of the Work which are required by applicable federal, state, or local laws or regulations. During construction, all Work shall be performed by the County, its employees, agents, contractors, subcontractors, and their respective employees (collectively, the "**County Parties**") in a safe, prudent, and workmanlike manner in accordance with all applicable environmental laws and all applicable federal, state, and local laws, rules, regulations, ordinances, orders, building codes, safety codes, and roadway standards.

3. County will deliver a project schedule and notice to GPA at least seventy-two (72) hours prior to commencing construction within the Access Area, which notice may be delivered via telephone and/or email to Jeremy Mitchler, GPA's Engineer, at 912-964-3928, or [jmitchler@gaportscm](mailto:jmitchler@gaportscm), or his designee. All of County's activities and exercise of rights herein shall be undertaken on dates and at times satisfactory to GPA, so as to eliminate or minimize any interference with, or disruption to, GPA's operations. GPA shall have the right to have a representative present and accompany County on the Access Area during access events to observe and monitor the performance of the Work. County shall minimize any disruption or inconvenience to GPA's operations caused by the Work and related activities within the Access Area. The Work shall not interfere with GPA's access to or egress from the Property.

4. This Agreement shall commence as of the Effective Date hereof and shall expire and become void as of December 31, 2027, unless earlier terminated as provided herein (the "**Term**"). The Term of this Agreement may be renewed or extended by mutual agreement of the parties. During the Term, GPA and County will negotiate in good faith to execute a Purchase and Sale Agreement related to the Access Area for the purpose described herein. In the event the Purchase and Sale Agreement becomes effective prior to the expiration of this Agreement, this Agreement shall automatically terminate. Any expiration or termination of this Agreement shall not operate to relieve County or its contractors of any obligation or liability incurred prior to such termination. In case of a breach of this Agreement by County or GPA, this Agreement may be terminated by either party immediately.

5. To the extent allowable by law, the County shall and does hereby agree to indemnify and save harmless and defend the GPA from the payment of any sum or sums of money to any person whomsoever (including third persons, subcontractors, County, the GPA and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of GPA) attributable to or arising out of the use of this right of entry by the County as herein provided regardless of whether same results from the claimed or actual, sole

or joint, negligence of the County (its agents, employees or contractors) or any combination of these including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the injuries claimed have been caused by negligence or willfulness on the part of GPA, its agents or employees.

6. GPA makes no warranties or representations concerning the suitability of the Access Area for the purposes contemplated by the County.

7. Liens. If any mechanic's, materialmen's or similar liens are asserted against the Property as a result of the exercise of any rights granted County herein, County shall promptly release or bond off such lien within thirty (30) days after County receives actual notice of its filing, all at County's sole cost and expense.

8. Insurance. During the term of this Agreement, County shall, at its own cost and expense, maintain and provide insurance certificates for workers' compensation, general liability and automobile liability insurance in an amount and form that is satisfactory to GPA. In addition, County shall require its contractors and subcontractors, at their expense, to maintain Commercial General Liability insurance, Automobile Liability insurance and Workers' Compensation insurance.

a. All of the insurance specified above shall be obtained from an insurance carrier or carriers authorized to do business in the State of Georgia. County shall maintain any other insurance required by federal or state law. Notwithstanding the above insurance provisions, County shall be allowed to self-insure. County shall deliver certificates of insurance to GPA evidencing the existence of the required policies or County's self-insurance prior to the commencement of the Work.

b. The above insurance shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire until the earlier to occur of (a) the termination date of this Agreement, or (b) the date thirty (30) days after GPA's Risk Management Department, P.O. Box 2406, Savannah, Georgia 31402, has received written notice thereof. County agrees to provide GPA annual updates on self-insurance coverages to GPA's Risk Management Department. GPA reserves the right to require additional insurance coverage and/or increase applicable limits of County, as deemed necessary by GPA.

c. County's full compliance with the provisions of this Section 9 shall be a condition precedent to the use of the Property under this Agreement. Insurance or self-insurance shall

include coverages for any and all indemnification of GPA, its members, directors, officers and employees by County.

9. No Real Property Interest Conveyed. It is expressly understood and agreed that this Agreement is granted to County solely for the purpose of accessing the Property and completing the Work as contemplated herein, and this instrument is not to be construed as a conveyance of title to the Property. This right of entry is not exclusive.

10. Prior Easements. This grant and all rights hereunder are subject to all easements, servitudes, rights of way and other grants and encumbrances, whether or not of record, affecting the Property over which these rights are granted.

11. Continuing Liability. No termination of this Agreement shall release County from any liability or obligation hereunder resulting from acts, omissions or events happening prior to the termination date including, without limitation.

12. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. This Agreement and the exhibit attached hereto constitute the full and complete agreement between the parties hereto with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to take from, add to, or alter the terms of this Agreement. Time is of the essence of this Agreement.

14. Assignment. This Agreement may not be assigned or transferred without the prior written approval of GPA.

15. No waiver of the terms and conditions of this Agreement shall be binding upon County or GPA unless approved in writing by an authorized representative of each party. No failure of County or GPA to exercise any power given County or GPA hereunder or to insist upon strict compliance by County or GPA of any obligation hereunder, and no custom, course of conduct or practice of the parties at variance with the terms hereof shall constitute a waiver of County's nor GPA's right to demand exact compliance with the terms hereof.

16. This Agreement may not be modified or amended, in whole or in part, except by the written agreement of the parties hereto.

17. This Agreement is made and delivered in the State of Georgia, and the parties hereto expressly agree that this Agreement is to be performed in the State of Georgia and that this Agreement shall be construed and enforced according to the laws of the State of Georgia.

18. Representations. Each of the parties represents and warrants to the other that the party executing this Agreement has the authority to do so knowing that the other party is acting in reliance upon such representation. This Section 18 shall survive the termination of this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective on the date written above.

**HALL COUNTY, GEORGIA**

By:

---

Chairman, Board of Commissioners

Attest:

---

County Clerk

**GEORGIA PORTS AUTHORITY:**

By:

---

Name: James C. McCurry, Jr.

Title: Chief Administrative Officer

Witness:

---

Notary Public:

---

(Affix County Seal)