

STATE OF GEORGIA

COUNTY OF FANNIN

TEMPORARY LICENSE FOR ENCROACHMENT AGREEMENT

THE CITY OF BLUE RIDGE, GEORGIA (“City”), hereinafter called Grantor, consents for HUMPHREYS & ASSOCIATES CONTRACTORS, LLC and BLUE RIDGE HOTEL, LLC (collectively called “Licensee”), to temporarily utilize a portion of City property adjacent to the real property owned by Licensee for the purpose of construction of a Hampton Inn as more particularly shown on Exhibit “A” attached hereto (“Encroachment Area”). No permanent buildings or obstructions of any type will be permitted within or on the Encroachment Area and Licensee will only utilize the Encroachment Area for temporary scaffolding/fencing to aid in the construction of a Hampton Inn.

The City grants this temporary license subject to the following terms and conditions:

1. The License is temporary and revocable. The City reserves the right to immediately terminate this License if Licensee fails to comply with the terms and conditions of this License or violates any applicable City ordinance or other applicable law, rule or regulation. This License may be terminated in writing by the City with notice to Licensee as set forth below.
2. The License shall expire no later than October 31, 2020 unless expressly extended in writing by the City.
3. Licensee agrees that this License does not grant any title, easement or other land rights and the only permission that Licensee shall have [until revoked or expired] is the temporary permission to utilize the Encroachment Area as set forth herein. Licensee agrees that the use of Encroachment Area as herein provided shall in no way affect the validity of the City’s title and shall in no way modify or restrict the use or rights of the City, its successors or assigns to any property owned by the City and Licensee acknowledges the City’s right and title to the Encroachment Area.
4. The use of said area within said Encroachment Area by Licensee shall be at the sole risk and expense of Licensee, and the City is specifically relieved of any responsibility for any damage to any temporary scaffolding, fencing or other items (“Temporary Equipment”), including, but not limited to, the complete removal of the Temporary Equipment. Any Temporary Equipment along the West Main Street portion of the Encroachment Area shall be installed in a safe manner such as not to cause a danger to public safety. Licensee shall, at it’s own cost and expense, take appropriate measures, as directed by the City, to (1) close the sidewalk along West Main Street during the entire time any Temporary Equipment is in place and until any needed repairs to the sidewalk is complete and (2) install necessary traffic controls (including striped

parking) to make West Main Street a one-way street from Messer Street along the frontage of the Site and further, if applicable, during construction or until the City releases Licensee to return that portion of West Main Street to two-way traffic. Licensee shall insure that the installation and use of all Temporary Equipment complies with all OSHA requirements and any other applicable law, rule or regulation. In the event the License is terminated and there is not a public safety concern, the City shall provide Licensee with no less than seven (7) business days to remove all Temporary Equipment.

5. Licensee hereby agrees and covenants that it will not use, and will prohibit its agents, employees and contractors from using, any tools, equipment, machinery or Temporary Equipment in such a manner as to damage any of the City's underground utilities.
6. Notwithstanding anything contained herein, Licensee agrees to reimburse the City any expense for any damage to any of City's property resulting from the Licensee's use of the Encroachment Area.
7. Licensee shall at all times during the Agreement maintain in full force and effect the following types of insurance in at least the limits specified below:

COVERAGE

LIMITS OF LIABILITY

Worker's Compensation	Statutory Minimums
Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate
Property Damage Liability	\$1,000,000 aggregate (Except Automobile) \$2,000,000 aggregate
Automobile Bodily Injury & Property limit per claim	\$1,000,000 combined single
General Liability	\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate

Licensee will name the City as an additional insured on the above shown insurance policy and provide a copy of the insurance certificates to the City Attorney James Balli at jballi@taylorenchinese.com prior to entry upon the Encroachment Area. Licensee shall also provide other insurance documents to the City Attorney to confirm that any property damage caused by Licensee is covered by said insurance.

8. No permanent structures shall be allowed in the Encroachment Area, including any structural supports of any nature.
9. To the extent allowed by law, Licensee shall and does hereby agree to indemnify and save harmless and defend the City from the payment of any sum or sums of money to any person whomsoever (including third persons, sub-contractors, the City, Licensee 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 the City) to the extent such damage is related to or arising out of the construction of the Hampton Inn or the use of the Encroachment Area by Licensee (its agents, employees, contractors) or any combination of these including (but without limiting the generality of the foregoing) all liens, garnishments,

attachments, claims, suits, judgments, and reasonable costs, attorneys fees, cost of investigation and of defense. Licensee shall have the duty to defend any suit against the City alleging such injuries or damages, even if such suit is groundless, false or fraudulent. These obligations to indemnify the City shall survive the expiration or termination of this Agreement.

10. No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the City by the Constitution, statutes, rules and regulations of the State of Georgia.
11. Except as otherwise provided herein, any notice, request, demand, instruction or other communication from the Licensee to the City or from the City to Licensee shall be in writing and deemed properly sent and given (a) upon hand delivery to the addressee, (b) five (5) days after deposit into the United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to the United States Postal Service Express Mail or similar reputable overnight courier or delivery service. All notices shall be addressed to the Parties as follows:

CITY: City of Blue Ridge
Attn: Jeff Stewart
Land Development
Atlanta, GA 30339
Email: jstewart@cityofblueridgega.gov

With a copy to: James A. Balli, City Attorney
1600 Parkwood Circle, Suite 200
Atlanta, Georgia 30339
E-mail: jballi@taylorenghish.com

LICENSEE:

If the last day of either of the time periods specified in (b) or (c) falls on other than a business day, such time period shall be extended until and through the next business day. Either Party may change the address for receipt of future notices or other communications by notice delivered as provided herein.

IN WITNESS WHEREOF, the City has caused this Temporary Licensee for Encroachment Agreement to be executed on this the ____ day of _____, 2020.

CITY OF BLUE RIDGE, GEORGIA

Witness

By: Donna Whitener
Title: Mayor

Notary Public

Licensee hereby accepts the foregoing Temporary License for Encroachment Agreement subject to the terms and conditions set forth therein.

HUMPHREYS & ASSOCIATES
CONTRACTORS, LLC

Witness

By:
Title:

Notary Public

BLUE RIDGE HOTEL, LLC

Witness

By:
Title:

Notary Public

Exhibit “A”

REVISIONS	
1	BULLETIN #1 05/11/19
2	BULLETIN #2 07/15/19
3	BULLETIN #3 08/21/19
4	
5	
6	
7	
8	
9	
10	

SHEET NAME:
SITE LAYOUT & PAVING PLAN

DATE: 01/11/2019

DRAWN BY: JKH

CHECKED BY: BMB

PROJECT NO: 17028

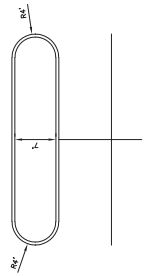
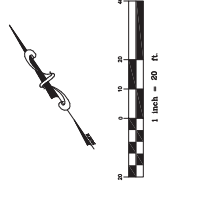
SHEET NUMBER:
C-02

PARKING AND PAVING NOTES

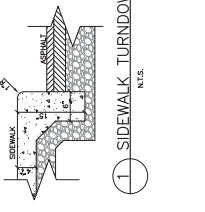
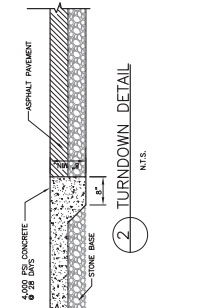
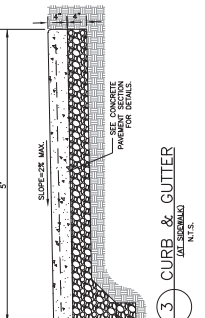
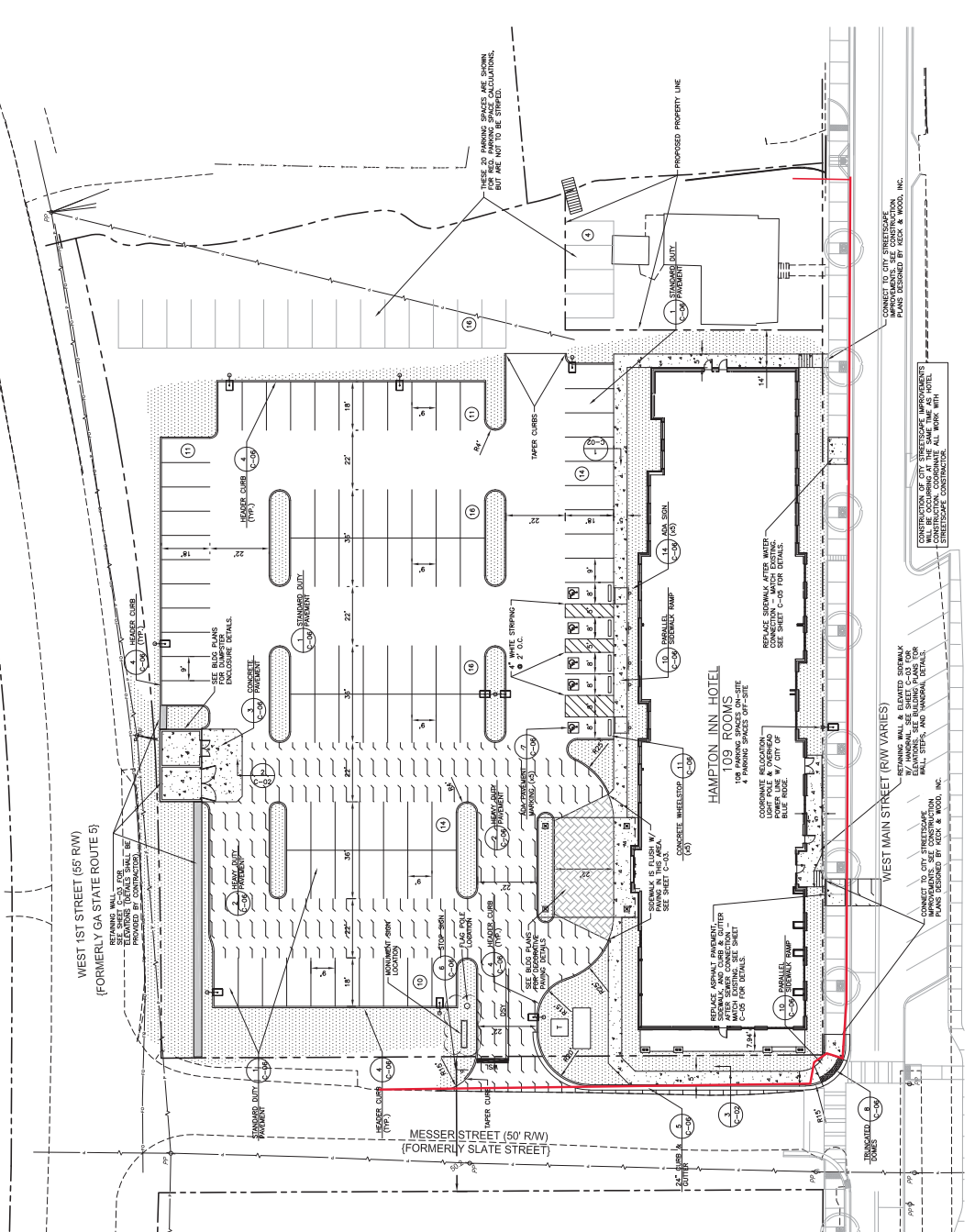
1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS, AND/OR LOCAL STANDARDS THAT APPLY TO THE PROJECT AND SHALL BE APPROVED BY THE CITY OF BLUE RIDGE AND THE CITY OF CHATTANOOGA. THE CONTRACTOR SHALL COMPLY WITH ALL PERMITS PROVIDED BY THE CITY OF BLUE RIDGE AND THE CITY OF CHATTANOOGA.
2. THE CONTRACTOR SHALL COMPLY WITH ALL PERMITS PROVIDED BY THE CITY OF BLUE RIDGE AND THE CITY OF CHATTANOOGA. THE CONTRACTOR SHALL COMPLY WITH ALL PERMITS PROVIDED BY THE CITY OF BLUE RIDGE AND THE CITY OF CHATTANOOGA.
3. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNAGE, LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL DEVICES WITH OTHER CONTRACTORS OR SIGNS OR LIGHT POLES. TRAFFIC CONTROL DEVICES SHALL BE PROVIDED AND MAINTAINED THROUGHOUT ALL CONSTRUCTION ADJACENT TO ALL EXISTING TRAFFIC CONTROL DEVICES.
4. THE CONTRACTOR SHALL TAKE NECESSARY MEASURES TO SEPARATE WORK AREAS FROM PEDESTRIAN AND VEHICULAR TRAFFIC. CONSTRUCTION BARRIERS SHALL BE USED TO SEPARATE WORK AREAS FROM PEDESTRIAN AND VEHICULAR TRAFFIC.
5. ALL SIGNS, TRAFFIC MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES, SEVENTH EDITION, AS PUBLISHED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION, AND TO THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES, SEVENTH EDITION, AS PUBLISHED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.
6. TRAFFIC CONTROL DEVICES WITH OTHER CONTRACTORS OR SIGNS OR LIGHT POLES AND OTHER TRAFFIC CONTROL DEVICES SHALL BE PROVIDED AND MAINTAINED THROUGHOUT ALL CONSTRUCTION ADJACENT TO ALL EXISTING TRAFFIC CONTROL DEVICES.
7. PAVING SHALL BE DONE IN TWO COURTS FOR A MINIMUM OF 150' MINIMUM WIDTH WITH DOT SPREADERS. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
8. PAVERING AND HOT JOINTS OF RECENTLY PAVED ASPHALT. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
9. CONTRACTOR SHALL PROVIDE ALL NECESSARY SIGNAGE, LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL DEVICES WITH OTHER CONTRACTORS OR SIGNS OR LIGHT POLES. TRAFFIC CONTROL DEVICES SHALL BE PROVIDED AND MAINTAINED THROUGHOUT ALL CONSTRUCTION ADJACENT TO ALL EXISTING TRAFFIC CONTROL DEVICES.
10. PAVING CONTRACTOR SHALL INSTALL PAPER BARRIERS AT EDGES AT COLD JOINTS OR SURFACES AS SHOWN ON DRAWINGS. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
11. CONCRETE SHALL BE UNSEGMENTED AND CAST IN ONE POUR. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
12. CONCRETE SHALL BE UNSEGMENTED AND CAST IN ONE POUR. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
13. CONCRETE SHALL BE UNSEGMENTED AND CAST IN ONE POUR. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
14. PAVING AND BARRIERS ARE INDICATED AS SHOWN ON DRAWINGS. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
15. CONCRETE BARRIERS SHALL BE INSTALLED AND APPROVED BY THE INSPECTOR. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
16. PAVING CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
17. CONCRETE PAVING SHALL BE DONE IN TWO COURTS FOR A MINIMUM OF 150' MINIMUM WIDTH WITH DOT SPREADERS. THE CONTRACTOR SHALL TAKE CARE TO PROTECT EXISTING TRANSPORTATION AT THE SITES TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED ASPHALT.
18. SEE SHEET C-03 FOR ADDITIONAL DETAILS ON SIGNAGE, SIGNS, ETC.

PARKING & PAVING LEGEND

PROPERTY LINE
CONCRETE CURB & GUTTER (C & G)
EXISTING CURB & GUTTER
TRAFFIC SIGN
LANDSCAPE AREA (SEE LANDSCAPE PLANS)
CONCRETE
STAMPED CONCRETE (SEE BIDS PLANS FOR DETAILS)
NIGHT DUTY ASPHALT PAVEMENT
WHITE STOP LINE (W/S) (24" WIDE)
SINGLE SOLID WHITE (SSW)
DOUBLE SOLID YELLOW (DSY)
LIGHT POLE (SEE SITE ELECTRICAL PLANS)
TRANSFORMER (SEE SITE ELECTRICAL PLANS)



LANDSCAPE ISLAND_TYP_DETAIL
 SCALE 1/4" = 1'-0"



1. SIDEWALK TURNDOWN
 N.T.S.

2. TURNDOWN DETAIL
 N.T.S.

3. CURB & GUTTER
 N.T.S.