

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 67754, Page 221
Deed Book 68385, Page 58

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 5th day of February, 2025 CRP/WP UNION CITY OWNER, L.L.C. and its successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Owner warrants that it is the holder of a leasehold interest in certain property known as **7105 Hall Road, Union City, GA 30213** (the "Property"), as such Property is more fully described in that certain Limited Warranty Deed from Owner to the Union City Development Authority (the "Authority") recorded in Deed Book 67754, Page 263, of Fulton County, Georgia records, and as such leasehold interest is evidenced by that certain Short Form Lease Agreement by and between the Authority, as "Issuer," and the Owner, as "Company", recorded in Deed Book 67754, Page 268, aforesaid records, and on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A" attached hereto and incorporated herein by reference.
2. Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 68385, Page 58 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at Owner's sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").
3. With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.
5. Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvements at its sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.
6. Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.
7. Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.
8. Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's Property and is granted a right of entry by Owner on the other portions of Owner's Property to effectuate the repair, if necessary.
9. Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, its employees, subcontractors, or assigns in the performance of this License or Agreement.
10. Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.
11. The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable

for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12. The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13. All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6Th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

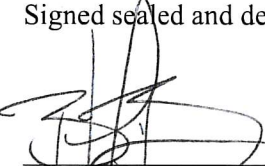
OWNER: CRP/WP Union City Owner, L.L.C.
RE Land Lot(s) 117, District 9F
Parcel Number: 09F300001172583
3715 Northside Pkwy, Suite 4-600
Atlanta, GA 30327
Attention: Bennett Sands
Email: brs@woodpartners.com

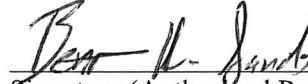
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

OWNER: **CRP/WP Union City Owner, L.L.C.**


Unofficial Witness


Signature (Authorized Party to Bind Owner Entity)

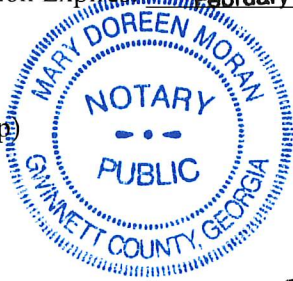

Notary Public
My Commission Expires February 24, 2025

Bennett Sands / VP
Signatory's Name and Title (printed)

Owner's Address:

(Notary Seal)

(Notary Stamp)

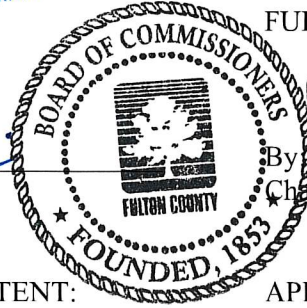


**3715 Northside Pky NW, Suite 4-600
Atlanta, GA 30327**

Attest:

FULTON COUNTY, GEORGIA


Clerk of Commission




By 
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:


David E. Clark, Director
Department of Public Works


Y. Soo Jo, County Attorney

ITEM # 25-0099 FRM 2 / 5 / 25
FIRST REGULAR MEETING

CONSENT TO SEWER INDEMNIFICATION AGREEMENT
OF
UNION CITY DEVELOPMENT AUTHORITY

The undersigned (the “**Development Authority**”), as fee owner of the real property described herein, hereby consents to the Sewer Indemnification Agreement to which this Consent is attached (the “**Sewer Indemnification Agreement**”) and hereby consents to the rights granted herein by CRP/WP UNION CITY OWNER, L.L.C. (the “**Owner**”), as the “Company” under that certain Lease Agreement by and between the Owner and the Development Authority, as “Issuer” thereunder, dated as of February 1, 2024 (as amended from time to time, the “**Lease**”). The Development Authority acknowledges and agrees that such Sewer Indemnification Agreement shall be deemed a Permitted Encumbrance (as defined in the Lease) for all purposes under the Lease, but such Sewer Indemnification Agreement shall be subject to and shall not affect the Development Authority’s Unassigned Rights as forth and defined in the Lease.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12th day of July, 2024.

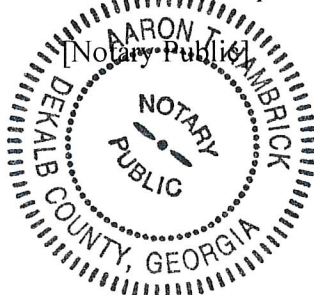
Signed, sealed and delivered in the presence of:

Natasha Jones
Unofficial Witness July 12, 2024

Aaron J. Hambrick
Notary Public

Date of Execution by Notary: 7-12-2024

Commission Expiration Date: 6-18-2026



UNION CITY DEVELOPMENT
AUTHORITY

By: Brandon C. Banks
Name: Brandon C. Banks
Title: Chairman

Attest: Cindy Givens
Secretary



**CONSENT TO SEWER INDEMNIFICATION AGREEMENT
OF
SYNOVUS BANK**

The undersigned (the "Synovus"), as Trustee and the holder of the rights granted and assigned by the Development Authority under that certain Assignment and Security Agreement dated February 1, 2024, and recorded in Deed Book 67754, Page 273, official records of Fulton County, Georgia (the "Assignment Agreement"), with respect to the real property described herein, hereby consents to the Sewer Indemnification Agreement to which this Consent is attached, including the execution, delivery and recording of such Sewer Indemnification Agreement, by Grantor, and Synovus hereby agrees that Synovus's interest under the foregoing Assignment Agreement shall be subject and subordinate to the terms and conditions of the Sewer Indemnification Agreement; provided however, nothing contained herein shall release Synovus's interest under the Assignment Agreement, except as set forth herein.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12th day of July, 2024.

SYNOVUS BANK

By: _____

Name: _____

Title: _____

Devin Matthews
SVP

Signed, sealed and delivered in the presence of: _____

Unofficial Witness

Notary Public

Date of Execution by Notary: _____

Commission Expiration Date: _____

[NOTARY SEAL]

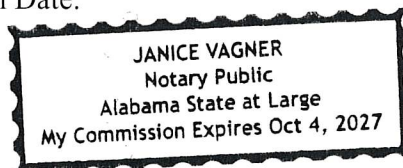


EXHIBIT "A"

PRIVATE IMPROVEMENTS

See attached.

<div>THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.</div>		<div>SKETCH OF SANITARY SEWER EASEMENT LOCATED IN LAND LOT 117 DISTRICT 9F UNION CITY, FULTON COUNTY, GA</div>	
<div>WILLIAM C. WOHLFORTH JR., RLS REGISTERED NUMBER: 2577</div>		<div>11,236 SQ. FT./0.2579 AC. SANITARY SEWER EASEMENT</div>	
<div><div>SURVEYOR'S CERTIFICATE</div><div>THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.</div><div><div>W.C. WOHLFORTH JR.</div><div>REGISTERED</div><div>NO. 2577</div><div>LAND SURVEYOR</div></div></div>		<div>SKETCH OF SEWER EASEMENT AS REQUIRED BY: FULTON COUNTY</div>	
<div>11,236 SQ. FT./0.2579 AC. SANITARY SEWER EASEMENT</div>		<div>LOCATED IN LAND LOT 117 DISTRICT 9F UNION CITY, FULTON COUNTY, GA DATE: 02/08/2024 SHEET NO. 1 OF 2</div>	
<div>THROUGH THE PROPERTY OF: LANGSTON HUGHES APARTMENTS, LLC. FULTON COUNTY DB. 66026 PG. 28 TAX PARCEL # TO BE DETERMINED</div>		<div><div>TerraMark</div><div>Professional Land Surveying</div><div>1336 Belts Ferry Road Marietta, Georgia 30066 www.TerraMark.com (P) (770) 421-1927</div></div>	

SURVEY NOTES

- THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- EQUIPMENT USED:
A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS
AND DISTANCE MEASUREMENTS.
A TRIMBLE R-10 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.
- THE PROPOSED PERMANENT EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 190,203 FEET.
- ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA - COMMUNITY PANEL NUMBER 13121C0451F, DATED SEPTEMBER 18, 2018, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
- THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.
- FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 08/30/2021.

