

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 65809, Page 207  
Deed Book 67733, Page 214

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE  
IMPROVEMENT**

THIS AGREEMENT made this 3rd day of July 2024, between JEN Georgia 19, LLC  
a property owner within Fulton County, Georgia, his successors, affiliates and assigns,  
as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of  
Georgia ("County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known  
as 11190 Rock Mill Road, Alpharetta, GA 30022, and as more fully described  
in that certain conveyance recorded in Deed Book 65809, Page 207 of Fulton County, Georgia  
records, 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 water meter easement, as referenced in and recorded at  
Deed Book 67733, Page 214 of Fulton County, Georgia records, and hereby grants Owner a  
License to enter within portions of its water meter easement, to construct, repair and replace, from time to  
time as may be needed, certain private improvements at his sole cost and responsibility, said private  
improvements as the 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 Improvement at his 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, his 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, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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: JEN Georgia 19, LLC  
680 Fifth Avenue, 25th Floor  
New York, New York 10019

Re: 1st District 2nd Section, Land Lot(s) 807, 808, 849, & 850

Parcel Number: 12 299008490529, 12 2860080703228, 12 299008081104

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 JEN Georgia 19, LLC

Christopher  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires: 05/31/2027

(Notary Seal)

(Notary Stamp)

**Iyonna Shannon**  
**NOTARY PUBLIC**  
**DeKalb County, GEORGIA**  
**My Commission Expires**  
**05/31/2027**

Attest:

[Signature]  
Clerk of Commission

APPROVED AS TO CONTENT:

[Signature]  
David E. Clark, Director  
Department of Public Works

[Signature]  
Signature (Authorized Party to Bind Owner Entity)

Steven Check - Vice President  
Signatory's Name and Title (printed)

Owner's Address: \_\_\_\_\_

680 Fifth Avenue, 25th Floor

New York, New York 10019

FULTON COUNTY, GEORGIA

By: [Signature]  
Chairman, Board of Commissioners

APPROVED AS TO FORM:

[Signature]  
Y. Soo Jo, County Attorney



## SITE DATA

ADDRESS: 11190 ROCK MILL ROAD  
ALPHARETTA, GA 30022  
PARCEL ID: • 12 299008490529  
• 12 286008070328  
• 12 299008081104  
SITE AREA: 13.96 AC  
ZONING: R-8/D

## CONTACT INFORMATION:

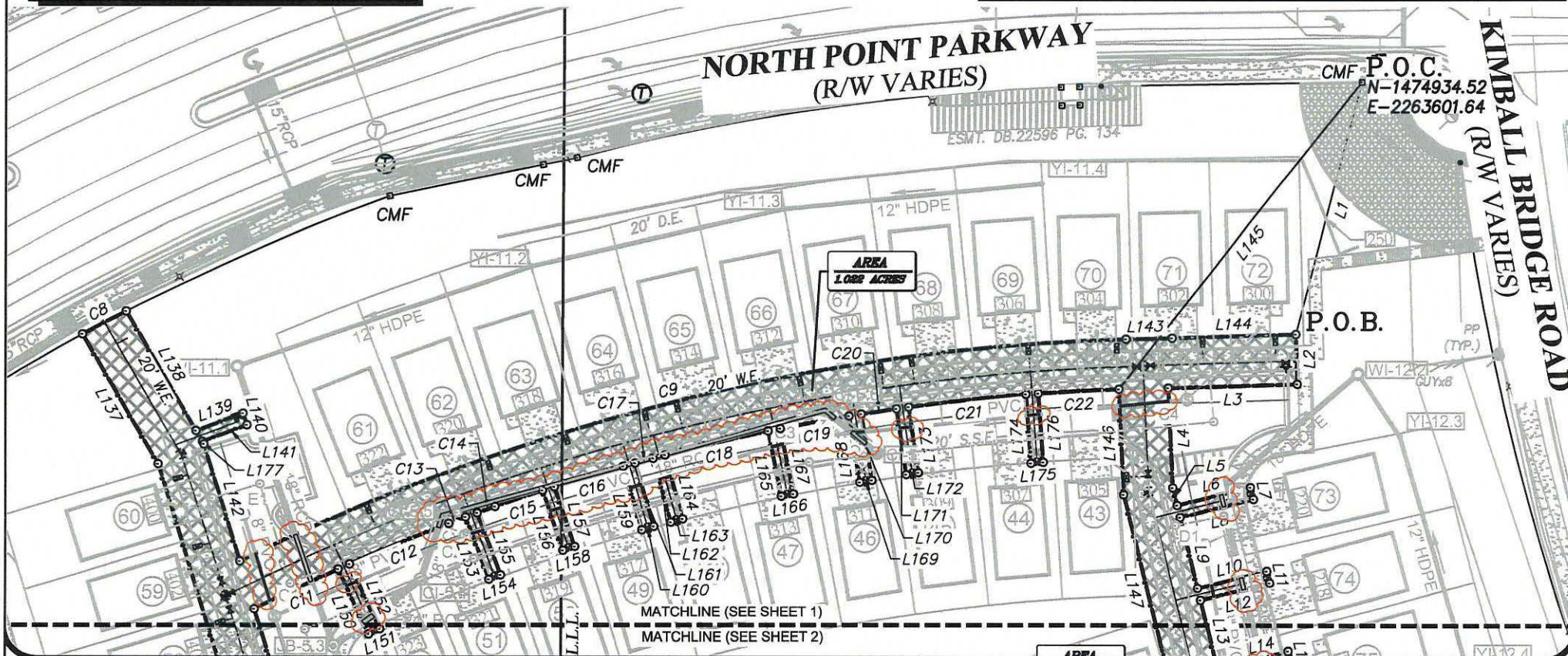
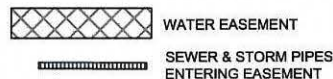
OWNER: JEN GEORGIA 19, LLC  
ADDRESS: 680 FIFTH AVE, 25TH FLOOR  
NEW YORK, NEW YORK 10019  
PHONE: 212-755-4300



## ENCROACHMENT TABLE

STORMWATER PIPE: 1,395 SQ-FT  
SEWER PIPE: 204 SQ-FT  
TOTAL: 1,599 SQ-FT

## LEGEND



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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770)451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

LDP NUMBER: 22-011-WR

**WATER EASEMENT EXHIBIT "A"**

SHEET 1 OF 4

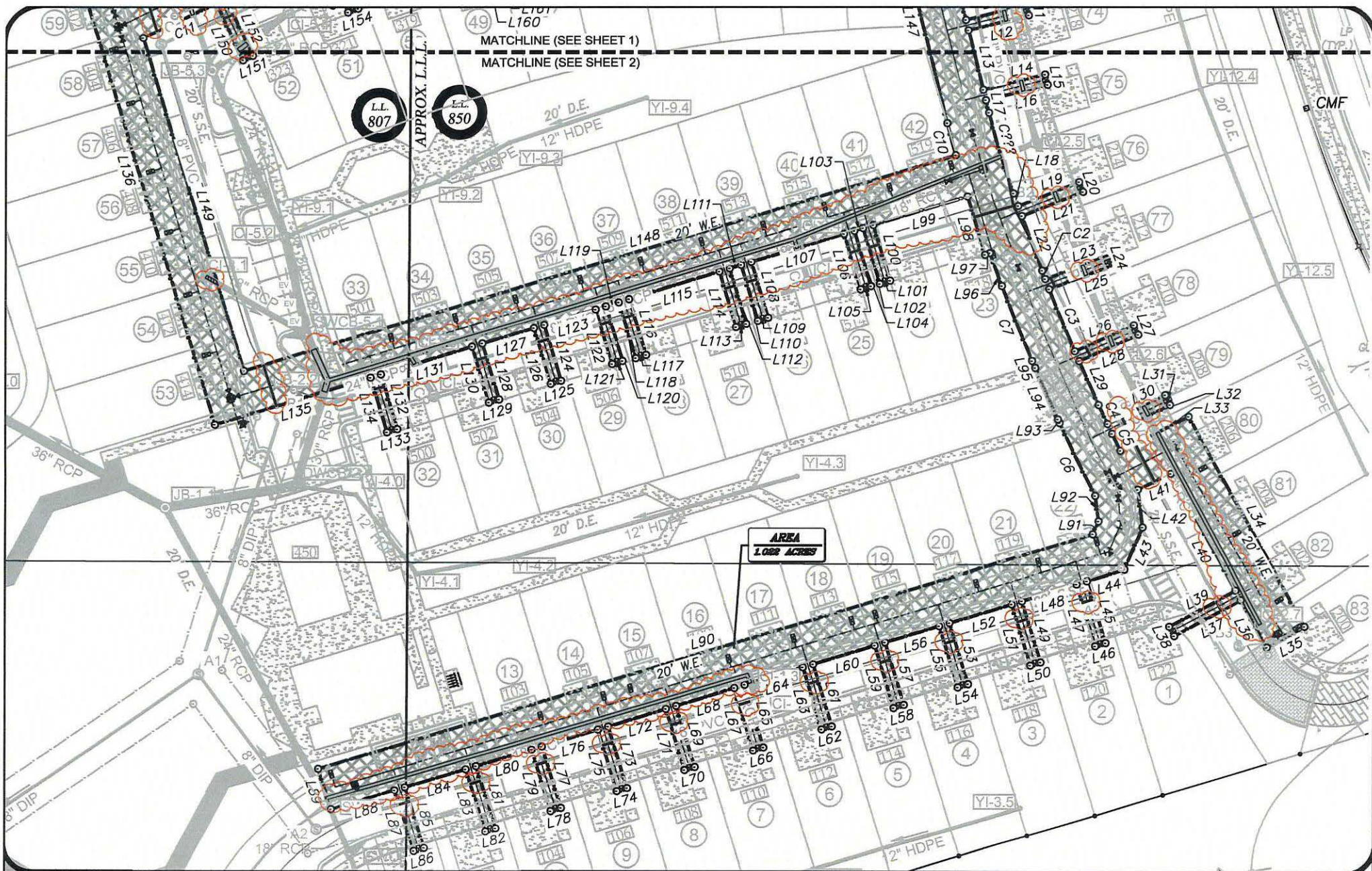
COUNTY FULTON  
STATE OF GEORGIA  
CITY OF ALPHARETTA  
LAND LOT(S) 807, 808, 849 & 850  
DISTRICT 1st SECTION 2nd

FOR:  
**PINECONE**



DRAWN BY: FA  
CHECKED BY: FA  
FILE NO.: 14152.00B  
DATE: 12/05/23  
SCALE: 1"=60'





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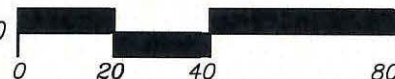
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COUNTY FULTON  
 STATE OF GEORGIA  
 CITY OF ALPHARETTA  
 LAND LOT(S) 807, 808, 849 & 850  
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# **WATER EASEMENT EXHIBIT "A"** **FOR:** **PINECONE**

SHEET 2 OF 4



DRAWN BY: FA  
 CHECKED BY: FA  
 FILE NO.: 14152.00B  
 DATE: 12/05/23  
 SCALE: 1"=40'



Line Table		
Line #	Length	Direction
L1	106.14	S14°29'23"W
L2	20.00	S01°47'17"E
L3	52.31	S88°12'43"W
L4	40.46	S02°41'40"E
L5	7.46	S13°56'41"E
L6	30.61	N76°02'00"E
L7	5.00	S13°58'00"E
L8	30.61	S76°02'00"W
L9	29.67	S13°58'00"E
L10	28.90	N76°02'00"E
L11	5.00	S13°58'00"E
L12	28.92	S76°02'00"W
L13	28.88	S13°58'00"E
L14	29.55	N76°02'00"E
L15	5.00	S13°58'00"E
L16	29.57	S76°02'00"W
L17	6.07	S13°56'43"E
L18	6.26	S20°00'15"E
L19	30.50	N68°19'39"E
L20	5.00	S21°40'21"E
L21	30.59	S68°19'39"W
L22	27.13	S20°23'31"E
L23	30.56	N69°19'53"E
L24	5.00	S20°40'07"E
L25	30.45	S69°19'53"W
L26	30.07	N66°01'07"E
L27	5.00	S23°58'53"E

Line Table		
Line #	Length	Direction
L28	30.01	S66°01'07"W
L29	22.19	S24°08'24"E
L30	29.90	N63°27'55"E
L31	5.00	S26°32'05"E
L32	30.03	S63°27'55"W
L33	35.37	N63°43'18"E
L34	111.75	S28°56'43"E
L35	20.00	S61°03'17"W
L36	25.23	N29°00'55"W
L37	35.07	S61°29'36"W
L38	5.00	N28°30'24"W
L39	35.04	N61°29'36"E
L40	62.43	N28°55'26"W
L41	17.11	S63°43'18"W
L42	17.98	S07°17'02"E
L43	21.42	S23°04'28"W
L44	18.22	S73°06'55"W
L45	29.98	S16°57'46"E
L46	5.00	S73°02'14"W
L47	29.98	N16°57'46"W
L48	26.53	S73°06'44"W
L49	29.83	S16°57'46"E
L50	5.00	S73°02'14"W
L51	29.84	N16°57'46"W
L52	30.22	S73°06'42"W
L53	29.84	S16°57'46"E
L54	5.00	S73°02'14"W

Line Table		
Line #	Length	Direction
L55	29.84	N16°57'46"W
L56	26.30	S73°06'42"W
L57	30.23	S16°57'46"E
L58	5.00	S73°02'14"W
L59	30.23	N16°57'46"W
L60	29.92	S73°06'42"W
L61	30.01	S16°57'46"E
L62	5.00	S73°02'14"W
L63	30.02	N16°57'46"W
L64	28.31	S73°06'52"W
L65	30.24	S16°57'46"E
L66	5.00	S73°02'14"W
L67	30.24	N16°57'46"W
L68	28.22	S73°06'42"W
L69	29.82	S16°57'46"E
L70	5.00	S73°02'14"W
L71	29.82	N16°57'46"W
L72	28.00	S73°06'42"W
L73	30.28	S16°57'46"E
L74	5.00	S73°02'14"W
L75	30.29	N16°57'46"W
L76	27.16	S73°06'42"W
L77	30.34	S16°57'46"E
L78	5.00	S73°02'14"W
L79	30.35	N16°57'46"W
L80	27.00	S73°06'42"W
L81	30.66	S16°57'46"E

Line Table		
Line #	Length	Direction
L82	5.00	S73°02'14"W
L83	30.67	N16°57'46"W
L84	29.53	S73°06'42"W
L85	30.07	S16°57'46"E
L86	5.00	S73°02'14"W
L87	30.08	N16°57'46"W
L88	30.92	S73°06'42"W
L89	20.00	N16°56'12"W
L90	376.04	N73°06'42"E
L91	6.66	N23°04'28"E
L92	12.16	N07°17'02"W
L93	1.87	N24°54'20"W
L94	26.05	N24°04'14"W
L95	3.57	N24°10'54"W
L96	16.30	N20°21'31"W
L97	2.31	S69°38'29"W
L98	28.36	N16°53'32"W
L99	45.78	S73°06'44"W
L100	27.09	S16°58'11"E
L101	5.00	S73°01'49"W
L102	27.09	N16°58'11"W
L103	4.22	S73°06'44"W
L104	26.94	S16°53'11"E
L105	5.00	S73°06'49"W
L106	26.94	N16°53'11"W
L107	44.99	S73°06'44"W
L108	27.00	S16°58'11"E

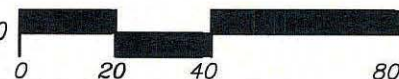
Line Table		
Line #	Length	Direction
L109	5.00	S73°01'49"W
L110	27.01	N16°58'11"W
L111	5.54	S73°06'44"W
L112	26.81	S16°53'11"E
L113	5.00	S73°06'49"W
L114	26.81	N16°53'11"W
L115	43.83	S73°06'44"W
L116	27.18	S16°58'10"E
L117	5.00	S73°01'50"W
L118	27.18	N16°58'10"W
L119	6.26	S73°06'44"W
L120	26.62	S16°58'14"E
L121	5.00	S73°01'46"W
L122	26.63	N16°58'14"W
L123	24.95	S73°06'44"W
L124	27.11	S16°58'10"E
L125	5.00	S73°01'50"W
L126	27.12	N16°58'10"W
L127	25.03	S73°06'44"W
L128	27.02	S16°58'11"E
L129	5.00	S73°01'49"W
L130	27.02	N16°58'11"W
L131	44.16	S73°06'44"W
L132	26.49	S16°53'11"E
L133	5.00	S73°06'49"W
L134	26.49	N16°53'11"W
L135	75.34	S73°06'44"W



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**WATER EASEMENT EXHIBIT "A"**  
**FOR:**  
**PINECONE**  
 COUNTY FULTON  
 STATE OF GEORGIA  
 CITY OF ALPHARETTA  
 LAND LOT(S) 807, 808, 849 & 850  
 DISTRICT 1st SECTION 2nd



SHEET 3 OF 4

DRAWN BY: FA  
 CHECKED BY: FA  
 FILE NO.: 14152.00B  
 DATE: 12/05/23  
 SCALE: 1"=40'



Line Table		
Line #	Length	Direction
L136	250.02	N16°53'16"W
L137	60.60	N30°24'50"W
L138	55.80	S30°24'50"E
L139	20.25	N69°36'11"E
L140	5.00	S18°37'38"E
L141	19.21	S69°36'11"W
L142	50.17	S16°53'16"E
L143	18.74	N88°47'22"E
L144	50.20	N88°12'43"E
L145	158.83	S38°11'57"W
L146	42.94	S02°41'40"E
L147	89.04	S13°56'40"E
L148	345.41	S73°06'44"W
L149	161.92	N16°53'16"W
L150	29.52	S24°41'14"E
L151	5.00	N65°18'46"E
L152	29.47	N24°41'14"W
L153	27.00	S20°39'30"E
L154	5.00	N69°20'30"E
L155	26.93	N20°39'30"W
L156	25.95	S18°41'26"E
L157	25.89	N18°38'34"W
L158	5.00	N71°18'34"E
L159	27.12	S16°15'54"E
L160	5.00	N73°44'06"E
L161	27.07	N16°15'54"W
L162	27.17	S15°19'56"E

Line Table		
Line #	Length	Direction
L163	5.00	N74°40'04"E
L164	27.20	N15°19'56"W
L165	27.33	S11°20'23"E
L166	5.00	N78°39'37"E
L167	27.34	N11°20'23"W
L168	27.43	S09°10'31"E
L169	5.00	N80°49'29"E
L170	27.43	N09°10'31"W
L171	27.06	S08°28'29"E
L172	5.00	N81°31'31"E
L173	27.02	N08°28'29"W
L174	27.90	S04°21'23"E
L175	5.00	N85°38'37"E
L176	27.89	N04°21'23"W
L177	1.24	S30°24'50"E

Curve Table				
Curve #	Length	Radius	Chord	Bearing
C10	15.35	370.00	15.35	S15°07'59"E
C11	37.57	834.50	37.56	N64°26'24"E
C12	43.35	833.52	43.35	N67°33'45"E
C13	7.29	834.50	7.29	N68°59'15"E
C14	7.67	834.50	7.67	N70°09'23"E
C15	20.33	834.50	20.33	N71°07'03"E
C16	29.14	834.50	29.14	N73°09'38"E
C17	7.55	243.67	7.55	N75°19'51"E
C18	42.94	842.11	42.93	N76°50'28"E
C19	28.34	834.50	28.34	N79°37'48"E
C20	14.42	753.39	14.42	N81°29'45"E
C21	47.80	836.69	47.79	N83°55'05"E
C22	32.95	834.50	32.95	N87°01'33"E
C???	39.18	350.00	39.16	S17°09'05"E
C2	4.16	109.38	4.16	S20°40'07"E
C3	31.19	957.72	31.19	S22°31'51"E
C4	9.79	642.86	9.79	S25°24'41"E
C5	8.69	373.13	8.69	S26°32'05"E
C6	37.79	991.75	37.78	N26°07'59"W
C7	37.53	991.46	37.53	N22°08'28"W
C8	20.02	889.93	20.02	N62°03'10"E
C9	372.83	854.50	369.88	N75°53'07"E



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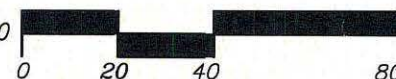
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