

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE  
IMPROVEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of July, 2017, between Michael R Cote and Kathleen M Cote as citizen within Fulton County, Georgia, his 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.

Fulton County grants Owner, "the License" to enter within a portions of its sanitary sewer easement as referenced in and recorded at Plat Book 119, page 84 of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies 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.

3.

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.

4.

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.

5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.

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 when needed to protect the health, safety and general welfare of the public.

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 at 1650 Lazy River Lane, Sandy Springs, Ga 30350, 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 solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

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.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. 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.

This License and 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: Michael R and Kathleen M Cote  
1650 Lazy River Lane  
Sandy Springs Ga 30350  
Re: Lot 86, Block B River Oaks Subdivision Unit One,  
Land Lot 357, 6<sup>th</sup> District

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

Signatures: [Handwritten Signature]  
[Handwritten Signature]

Signed, sealed and delivered in the presence of:

[Handwritten Signature]  
Unofficial Witness

Owner: Michael R and Kathleen M Cote  
Address: 1650 Lazy River Lane  
Sandy Springs, Georgia, 30350

Notary Public Julie M. Kay

My Commission Expires [Handwritten]

(NOTARY SEAL)

(NOTARY STAMP)

Attest:

[Handwritten Signature]  
Tonya R. Grier  
Interim Clerk to the Commission (Seal)

(Authorized Party to Bind Said Entity)



FULTON COUNTY, GEORGIA

By: [Handwritten Signature]  
John H. Eaves, Ph.D., Chairman  
Board of Commissioners

APPROVED AS TO CONTENT:  
[Handwritten Signature]  
David E. Clark, Director  
Department of Public Works



APPROVED AS TO FORM:  
[Handwritten Signature]  
County Attorney

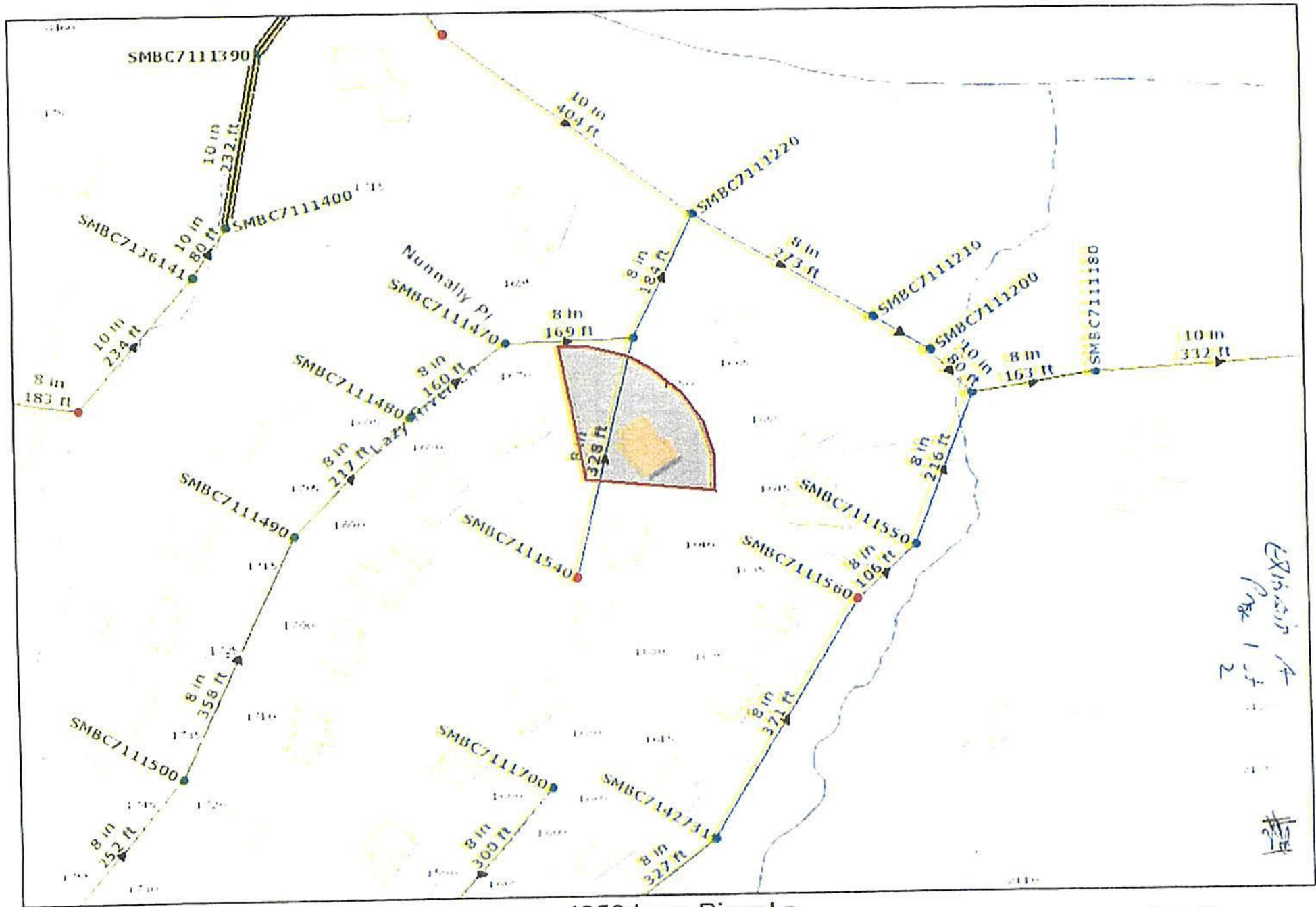


EXHIBIT A  
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 [Signature]

1650 Lazy River Ln

Date: 5/5/2017

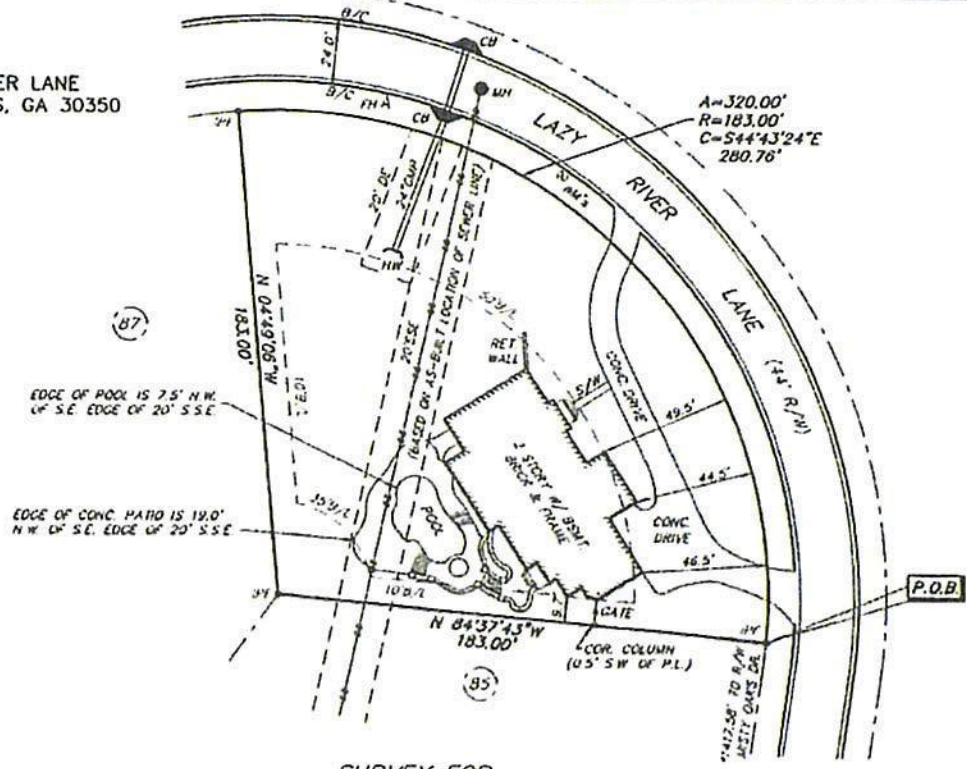
Map Scale: 8.5x11 (LPTFR)

Fulton County provides the data on this map for your personal use "as is". The data is not guaranteed to be accurate, correct or complete. The features, lines, and depicted thereon may be approximate and are not necessarily accurate to engineering standards. Fulton County assumes no responsibility for losses resulting from the use of this data, even if Fulton County is advised of the possibility of such losses.



Prepared By  
 GIS Section  
 Water Resource Department  
 Fulton County Government

ADDRESS:  
1650 LAZY RIVER LANE  
SANDY SPRINGS, GA 30350



**GENERAL NOTES~**

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 13,137. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON GTS-235.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 443,029.

ALL L.P.'S ARE 1/4" REBAR, UNLESS OTHERWISE INDICATED.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.

ACCORDING TO THE CURRENT "F.I.A. OFFICIAL FLOOD HAZARD MAP", COMMUNITY PANEL NO. 13121C 0152 G, DATED SEPTEMBER 18, 2013, THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

ALL MATTERS OF TITLE ARE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES NOT SHOWN.

\*PER DEED AND PLAT RECORDS; NO MONUMENT FOUND.

BUILDING LINES SHOWN PER FINAL PLAT.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD BARTON SURVEYING, INC. HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF OR RELATED TO RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED INDEPENDENT OF THE CONTENTS OF THE SURVEY.

REFERENCE: PB 119, PG. 84

NOTE: EXTERIOR FENCE LINES NOT SHOWN

AREA = 29,280 SQ. FT.  
0.672 ACRE

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 189-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67

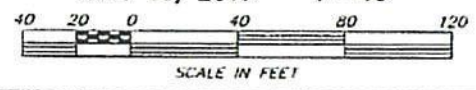
**ABBREVIATIONS**

- HP = IRON PIN FOUND
- MS = IRON PIN SET
- R.W. = RIGHT OF WAY
- SEE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- LL = LAND LOT LINE
- CL = CENTERLINE
- MBB = 1/2" REBAR
- CT = CORNER TOP PIN
- OT = OPEN TOP PIN
- CMP = CORRUGATED METAL PIPE
- DI = IRON PIPE
- JB = JUNCTION BOX
- WH = WAINSCOT
- CB = CATCH BASIN
- BM = BENCHMARK
- PP = POWER POLE
- FM = FIRE HYDRANT
- B.C. = BACK OF CURB
- EP = EDGE OF PAVEMENT

**SURVEY FOR**  
**KATHY & MICHAEL COTE**

(BEING LOT 86, BLOCK "B", RIVER OAKS SUBDIVISION, UNIT 1)

LOCATED IN LAND LOT 357  
6th DISTRICT, CITY OF SANDY SPRINGS  
FULTON COUNTY, GEORGIA  
MAY 10, 2017 1"=40'



DRAWN BY: NJ		FIELD CREW: JEB	
FIELD DATE: 5-10-17		PLAT PREPARED: 5-11-17	

**BARTON SURVEYING**  
**INC.**

P.O. BOX 640  
LEBANON, GEORGIA 30146  
(770) 345-2810  
(LICENSE NO. LSF 000151)

Original  
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