

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 67583, Page 87
Deed Book 133, Page 104

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Kimberly C. Sullivan 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.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 331 Clipper Bay Drive (enter address), and as more fully described in that certain conveyance recorded in Deed Book 67583, Page 87 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. 67583 = Book

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book Deed Book (circle one) 133, Page 104 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 his 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 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 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: Kimberly C. Sullivan TRUST of the Kimberly C Sullivan Living Trust
331 Clipper Bay Dr.
Alpharetta, GA 30005

Re: 2nd District 1st Section, Land Lot(s) Lot 38 Block A

Parcel Number: 21-5632-1250-017-0

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 Kimberly C. Sullivan Trust
DTD 2/12/24

Lisa O'Mahony
Unofficial Witness Lisa O'Mahony

Kimberly C. Sullivan
Signature (Authorized Party to Bind Owner Entity)

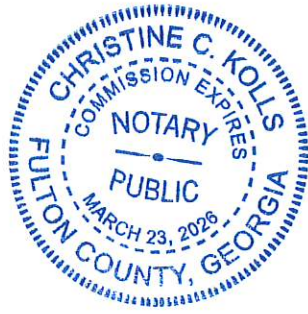
Christine C. Kolls
Notary Public
My Commission Expires: March 23, 2026

Kimberly C. Sullivan Trustee
Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: _____

(Notary Stamp)



331 Clipper Bay Drive
Alpharetta, GA 30005

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

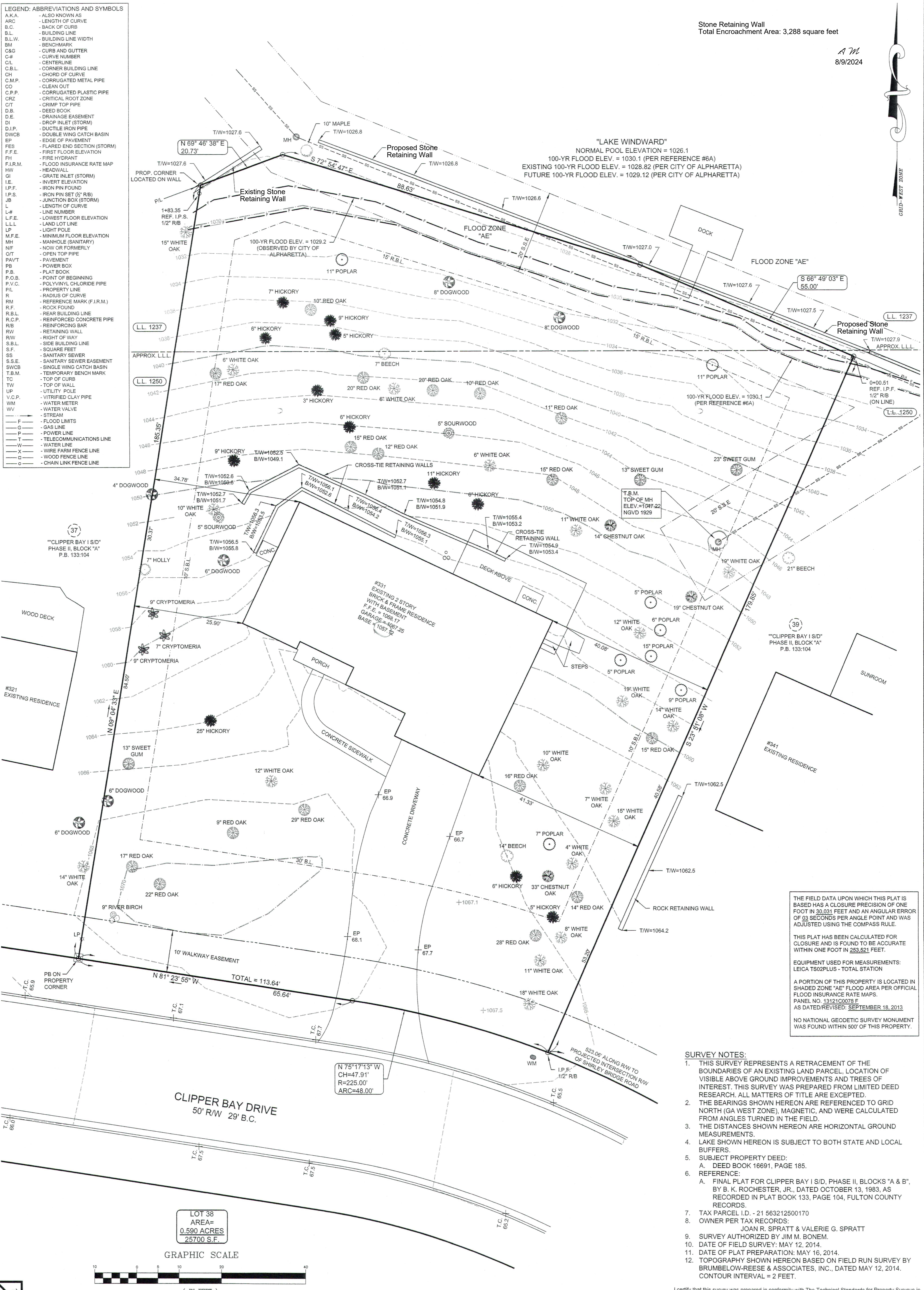
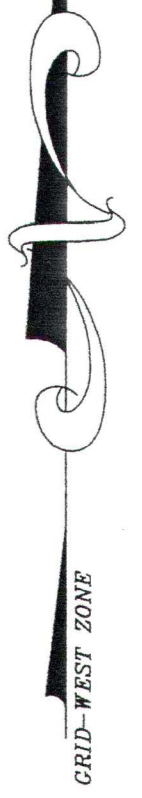
David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney

LEGEND: ABBREVIATIONS AND SYMBOLS	
A.K.A.	ALSO KNOWN AS
ARC	LENGTH OF CURVE
B.C.	BACK OF CURB
B.L.	BUILDING LINE
B.L.W.	BUILDING LINE WIDTH
BM	BENCHMARK
C&G	CURB AND GUTTER
C#	CURVE NUMBER
CL	CENTERLINE
C.B.L.	CORNER BUILDING LINE
CH	CHORD OF CURVE
C.M.P.	CORRUGATED METAL PIPE
CO	CLEAN OUT
C.P.P.	CORRUGATED PLASTIC PIPE
CRZ	CRITICAL ROOT ZONE
CT	CRIMP TOP PIPE
D.B.	DEED BOOK
D.E.	DRAINAGE EASEMENT
D.I.	DROP INLET (STORM)
D.I.P.	DUCTILE IRON PIPE
D.W.C.B.	DOUBLE WING CATCH BASIN
EP	EDGE OF PAVEMENT
EP	FLARED END SECTION (STORM)
F.F.E.	FIRST FLOOR ELEVATION
FH	FIRE HYDRANT
F.I.R.M.	FLOOD INSURANCE RATE MAP
HW	HEADWALL
GI	GRATE INLET (STORM)
I.E.	INVERT ELEVATION
I.P.F.	IRON PIN FOUND
I.P.S.	IRON PIN SET (S/RB)
JB	JUNCTION BOX (STORM)
L	LENGTH OF CURVE
L#	LINE NUMBER
L.F.E.	LOWEST FLOOR ELEVATION
LLL	LAND LOT LINE
LP	LIGHT POLE
M.F.E.	MINIMUM FLOOR ELEVATION
M.F.E.	MANHOLE (SANITARY)
N.F.	NOW OR FORMERLY
O.T.	OPEN TOP PIPE
PAV.T	PAVEMENT
PB	POWER BOX
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.V.C.	POLYVINYL CHLORIDE PIPE
P.L.	PROPERTY LINE
R	RADIUS OF CURVE
RM	ROCK FOUND
R.F.	ROCK FOUND
R.B.L.	REAR BUILDING LINE
R.C.P.	REINFORCED CONCRETE PIPE
R.B.	REINFORCING BAR
R.W.	RETAINING WALL
R.W.	RIGHT OF WAY
S.B.L.	SIDE BUILDING LINE
S.F.	SQUARE FEET
SS	SANITARY SEWER
S.S.E.	SANITARY SEWER EASEMENT
SWCB	SINGLE WING CATCH BASIN
T.B.M.	TEMPORARY BENCH MARK
TC	TOP OF CURB
TW	TOP OF WALL
UP	UTILITY POLE
V.C.P.	VITRIFIED CLAY PIPE
WM	WATER METER
WV	WATER VALVE
W	WATER
F	STREAM
G	FLOOD LIMITS
G	GAS LINE
P	POWER LINE
T	TELECOMMUNICATIONS LINE
W	WATER LINE
X	WIRE FARM FENCE LINE
W	WOOD FENCE LINE
C	CHAIN LINK FENCE LINE

Stone Retaining Wall
Total Encroachment Area: 3,288 square feet

AM
8/9/2024



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 30,031 FEET AND AN ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

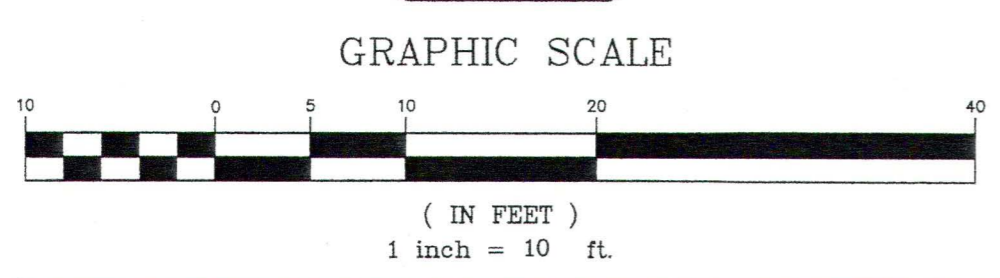
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 253,521 FEET.

EQUIPMENT USED FOR MEASUREMENTS:
LEICA TS02PLUS - TOTAL STATION

A PORTION OF THIS PROPERTY IS LOCATED IN SHADED ZONE "AE" FLOOD AREA PER OFFICIAL FLOOD INSURANCE RATE MAPS.
PANEL NO. 13121C0078 F
AS DATED/REVISED: SEPTEMBER 18, 2013

NO NATIONAL GEODETTIC SURVEY MONUMENT WAS FOUND WITHIN 500' OF THIS PROPERTY.

- SURVEY NOTES:**
- THIS SURVEY REPRESENTS A RETRACEMENT OF THE BOUNDARIES OF AN EXISTING LAND PARCEL, LOCATION OF VISIBLE ABOVE GROUND IMPROVEMENTS AND TREES OF INTEREST. THIS SURVEY WAS PREPARED FROM LIMITED DEED RESEARCH. ALL MATTERS OF TITLE ARE EXCEPTED.
 - THE BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH (GA WEST ZONE), MAGNETIC, AND WERE CALCULATED FROM ANGLES TURNED IN THE FIELD.
 - THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND MEASUREMENTS.
 - LAKE SHOWN HEREON IS SUBJECT TO BOTH STATE AND LOCAL BUFFERS.
 - SUBJECT PROPERTY DEED:
A. DEED BOOK 16691, PAGE 185.
 - REFERENCE:
A. FINAL PLAT FOR CLIPPER BAY I/S/D, PHASE II, BLOCKS "A" & "B", BY B. K. ROCHESTER, JR., DATED OCTOBER 13, 1983, AS RECORDED IN PLAT BOOK 133, PAGE 104, FULTON COUNTY RECORDS.
 - TAX PARCEL I.D. - 21 563212500170
 - OWNER PER TAX RECORDS:
JOAN R. SPRATT & VALERIE G. SPRATT
 - SURVEY AUTHORIZED BY JIM M. BONEM.
 - DATE OF FIELD SURVEY: MAY 12, 2014.
 - DATE OF PLAT PREPARATION: MAY 16, 2014.
 - TOPOGRAPHY SHOWN HEREON BASED ON FIELD RUN SURVEY BY BRUMBLOW-REESE & ASSOCIATES, INC., DATED MAY 12, 2014. CONTOUR INTERVAL = 2 FEET.



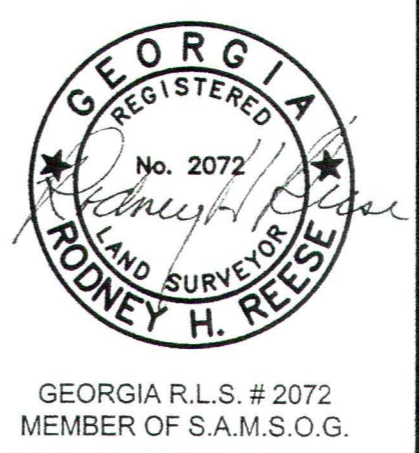
LOT 38
AREA=
0.590 ACRES
25700 S.F.

SURVEY FOR
KIMBERLY C. SULLIVAN

LOT 38, BLOCK "A"
CLIPPER BAY I/S/D
PHASE II
P.B. 133; PG. 104

LOCATED IN:
LAND LOT(S): 1237, 1250
DISTRICT: 2, SECTION: 1
CITY OF: ALPHARETTA
COUNTY OF: FULTON
STATE OF: GEORGIA

REVISIONS:



BRUMBLOW-REESE AND ASSOC., INC.
LAND SURVEYING SERVICES, LAND PLANNERS,
DEVELOPMENT CONSULTANTS
[GEORGIA LICENSE LSF000285]

13685 HIGHWAY 9 N
MILTON, GEORGIA 30004-3616
PHONE: 770-475-6817
FAX: 770-569-4948
EMAIL: BRASSINC@COMCAST.NET

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