

**After recording return to:
Alex Rowland, Esq.
3355 Lenox Rd. N.E., Suite 750
Atlanta, GA 30326**

Tax Parcel ID: 14 0238 LL0303

GEORGIA DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION AND MAINTENANCE EASEMENT INCLUDING SLOPES
AND DRAINAGE STRUCTURES**

STATE OF _____, _____ COUNTY

P. I. NO. 0013918

THIS CONVEYANCE made and executed the ____ day of _____, 20 ____.

WITNESSETH that Fulton County, a political subdivision of the State of Georgia, the undersigned (hereinafter referred to as “Grantor”), is the owner of a tract of land in FULTON COUNTY, through which I-285 at I-20 West Side Interchange Widening and Reconstruction, known as Project No. 0013918, has been laid out by the Georgia Department of Transportation being more particularly described in a map and drawing of said road in the office of the Georgia Department of Transportation, 600 West Peachtree Street, Atlanta, Georgia, to which reference is hereby made.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the Department of Transportation the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as said Department may deem proper to support or accommodate the improvement of said road, including the right to construct and maintain any required slopes and drainage structures within the easement area.

All that tract or parcel of land lying and being in the Land Lot 238 of the 14th Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said easement is hereby conveyed, consisting of 0.011 acres, more or less, as shown on the plat of the property prepared by the Georgia Department of Transportation, dated November 5, 2021; revised N/A, said plat attached hereto and made a part of this deed as Exhibit “B”.

Grantor, in addition to the above, hereby expressly grants to the Department of Transportation, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated

within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

In the event Limited Access Rights are being acquired on this project/parcel, the required Limited Access Rights will be shown/labeled on the attached Right of Way maps. The Limited Access Rights will also be described in the attached Legal Description and stated below:
Limited Access Rights being acquired 0 total linear feet.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind themselves, their heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF Grantor has hereunto set their hand and seal the day above written.

Signed, Sealed and Delivered
this ____ day of _____
20 ____, in the presence

FULTON COUNTY, a political subdivision of the
State of Georgia

By: _____ (L.S.)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Witness

Attest: _____ (L.S.)
Tonya R. Grier
Clerk to the Commission

Notary Public
[Affix Notary Seal]

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

EXHIBIT "A"

P. I. NO.: 0013918
PARCEL NO.: 120
COUNTY: Fulton
DATE OF R/W PLANS: November 5, 2021
REVISION DATE: N/A

All that tract or parcel of land lying and being in Land Lot 238 of the 14th Land District and/or 1289 Georgia Militia District of Fulton County, Georgia, being more particularly described as follows:

Permanent Easement for Slopes and Drainage

Granted is the right to construct and maintain any required slopes and drainage within the easement area shown on the attached plat.

Beginning at a point 43.48 feet right of and opposite Station 338+30.00 on the construction baseline of Ramp DE145 on Georgia Highway Project No. 0013918; running thence N 85°56'45.1" W a distance of 8.52 feet to a point 51.99 feet right of and opposite station 338+30.25 on said construction baseline laid out for Ramp DE145; thence N 2°52'16.8" E a distance of 60.07 feet to a point 54.99 feet right of and opposite station 337+70.25 on said construction baseline laid out for Ramp DE145; thence S 86°09'56.2" E a distance of 7.53 feet to a point 47.46 feet right of and opposite station 337+70.00 on said construction baseline laid out for Ramp DE145; thence S 1°55'59.6" W a distance of 60.13 feet back to the point of beginning. Consisting of 0.011 acres more or less.



Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 120

Received of Georgia Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of \$ 500.00 when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the I-285 / I-20 West Interchange Improvements being Parcel 120 consisting of N/A acres in fee and 482.21 square feet of easement and N/A Linear Feet of Access Rights on Georgia Highway Project Identification Number 0013918.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of \$ N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of \$ N/A (40% of improvement value) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Fulton harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A (20% of improvement value) which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of \$ N/A. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of \$ N/A (20% per item) will be withheld. This amount will be returned upon satisfactory replacement or removal of N/A.

This Offer includes a Trade Fixture payment of \$ N/A for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of \$ N/A (20% per item) will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number 0013918.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$ N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel N/A R deed.

Signed, sealed and delivered this ____ day of _____, 2024

FULTON COUNTY, a political subdivision of the State of Georgia

in the presence of:

Witness

By: _____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

Attest: _____

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____ (DATE)

TITLE: _____

EXHIBIT "B"
Page 2 of 2

PARCEL 116 EASEMENT
ESMT PARCEL 116
EASM'T. FOR CONST. AND MAINT. OF SLOPES, NOISE BARRIER, & DRAINAGE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10369	248.55 L 659.88	1049+98.74 S 80°09'19.4" E	1-20
DE10370	190.44 L 267.22	1056+56.06 N 81°01'10.2" E	1-20
DE10371	254.06 L 10.20	1059+15.60 S 0°49'50.8" W	1-20
4791	243.88 L 267.14	1059+16.30 S 81°01'51.6" W	1-20
4792	180.33 L 666.65	1056+56.83 N 80°08'15.0" W	1-20
4623	239.25 L 11.05	1049+92.79 N 37°24'45.3" E	1-20
DE10369	248.55 L 9242.76 SF	1049+98.74	1-20
REQD EASMT	= 0.212	ACRES	

PARCEL 117 EASEMENT
ESMT PARCEL 117
EASM'T. FOR CONST. AND MAINT. OF SLOPES, NOISE BARRIER, & DRAINAGE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10371	254.06 L 29.65	1059+15.60 N 81°01'10.2" E	1-20
DE10372	261.12 L 158.52	1059+44.40 N 58°19'37.3" E	1-20
DE10373	355.33 L 263.95	1060+71.88 N 50°56'10.1" E	1-20
DE10374	538.21 L 10.00	1062+62.21 S 39°03'49.9" E	1-20
DE10381	531.00 L 263.95	1062+69.14 S 50°56'10.3" W	1-20
4652	348.12 L 162.88	1060+78.81	1-20
ARC LENGTH	= 162.88		
CHORD BEAR	= S 58°23'17.2" W		
LNTH CHORD	= 162.42		
RADIUS	= 626.12		
DEGREE	= 9°09'03.2"		
4790	251.73 L 32.74	1059+48.09 S 80°55'21.5" W	1-20
4791	243.88 L 10.20	1059+16.30 N 0°49'50.8" E	1-20
DE10371	254.06 L 5102.83 SF	1059+15.60	1-20
REQD EASMT	= 0.117	ACRES	

REQ'D R/W - PARCEL 118/SV413 REQ'D R/W DE1118

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10375	56.43 R 50.95	404+00.00 S 83°58'38.9" E	RAMP DE104
DE10376	57.47 R 7.53	404+49.99 S 4°22'13.1" W	RAMP DE104
DE10377	65.00 R 51.07	404+49.99	RAMP DE104
ARC LENGTH	= 51.07		
CHORD BEAR	= N 85°09'08.3" W		
LNTH CHORD	= 51.07		
RADIUS	= 3065.00		
DEGREE	= 1°52'09.7"		
DE10378	65.00 R 8.57	404+00.00 N 5°19'30.3" E	RAMP DE104
DE10375	56.43 R 414.10 SF	404+00.00	RAMP DE104
REQD R/W	= 0.010	ACRES	
REMAINDER	= +/- 195	ACRES	

PARCEL 118 LIMIT OF ACCESS DE2118

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10376	57.47 R 7.53	404+49.99 S 4°22'13.1" W	RAMP DE104
DE10377	65.00 R 51.07	404+49.99	RAMP DE104
ARC LENGTH	= 51.07		
CHORD BEAR	= N 85°09'08.3" W		
LNTH CHORD	= 51.07		
RADIUS	= 3065.00		
DEGREE	= 1°52'09.7"		
DE10378	65.00 R 8.57	404+00.00 N 5°19'30.3" E	RAMP DE104
DE10375	56.43 R	404+00.00	RAMP DE104
LIMIT OF ACCESS LENGTH	= 67.17	LF	

PARCEL 120 EASEMENT
ESMT PARCEL 120
EASM'T. FOR CONST. AND MAINT. OF SLOPES & DRAINAGE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10396	43.48 R 8.52	338+30.00 N 85°56'45.1" W	RAMP DE145
DE10397	51.99 R 60.07	338+30.25 N 2°52'16.8" E	RAMP DE145
DE10398	54.99 R 7.53	337+70.25 S 86°09'56.2" E	RAMP DE145
DE10399	47.46 R 60.13	337+70.00 S 1°55'59.6" W	RAMP DE145
DE10396	43.48 R 482.21 SF	338+30.00	RAMP DE145
REQD EASMT	= 0.011	ACRES	

PARCEL 122 EASEMENT AREA 1
ESMT PARCEL 122 TR1
EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10467	156.00 L 49.04	1141+76.79 S 60°42'17.5" E	N 1371472.95 E 2183923.63	1-20
DE10479	147.00 L 45.17	1142+25.00 S 28°34'34.9" W	N 1371448.96 E 2183966.40	1-20
DE10480	102.50 L 53.32	1142+17.27 S 55°52'13.4" W	N 1371409.29 E 2183944.80	1-20
DE10416	60.00 L 80.98	1141+85.07 N 71°16'46.6" W	N 1371379.38 E 2183900.66	1-20
DE10412	60.00 L 120.43	1141+04.08 N 55°51'35.0" E	N 1371405.37 E 2183823.96	1-20
DE10467	156.00 L 6716.20 SF	1141+76.79	N 1371472.95 E 2183923.63	1-20
REQD EASMT	= 0.154	ACRES		

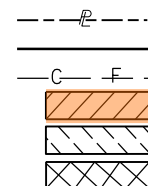
PARCEL 122 EASEMENT AREA 2
ESMT PARCEL 122 TR2
EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10496	143.00 L 62.77	1142+90.00 S 71°16'46.6" E	N 1371424.31 E 2184026.68	1-20
DE10497	143.00 L 103.84	1143+52.77 S 55°39'19.2" W	N 1371404.16 E 2184086.13	1-20
DE10417	60.00 L 80.90	1142+90.38 N 71°16'46.6" W	N 1371345.58 E 2184000.40	1-20
DE10415	60.00 L 53.32	1142+09.47 N 55°52'13.4" E	N 1371371.54 E 2183923.77	1-20
DE10481	102.50 L 23.33	1142+41.67 S 71°16'46.6" E	N 1371401.46 E 2183967.91	1-20
DE10482	102.50 L 47.59	1142+65.00 N 50°24'24.4" E	N 1371393.97 E 2183990.00	1-20
DE10496	143.00 L 5865.01 SF	1142+90.00	N 1371424.31 E 2184026.68	1-20
REQD EASMT	= 0.135	ACRES		

PARCEL 122 EASEMENT
ESMT PARCEL 122 AERIAL
AERIAL EASM'T. FOR CONST. AND MAINT.

PNT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10412	60.00 L 53.31	1141+04.08 N 55°51'35.0" E	N 1371405.37 E 2183823.96	1-20
DE10413	102.50 L 186.06	1141+36.27 S 71°16'46.6" E	N 1371435.29 E 2183868.08	1-20
DE10414	102.50 L 53.17	1143+22.33 S 55°39'19.2" W	N 1371375.57 E 2184044.30	1-20
DE10417	60.00 L 186.29	1142+90.38 N 71°16'46.6" W	N 1371345.58 E 2184000.40	1-20
DE10412	60.00 L 7912.43 SF	1141+04.08	N 1371405.37 E 2183823.96	1-20
REQD EASMT	= 0.182	ACRES		

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0013918
COUNTY: FULTON
LAND LOT NO: 242
LAND DISTRICT: 14, 18 2nd S
GMD 1289
DATE 11/05/21 SH 58 OF 60

DRAWING No.
60-0058

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: <u>Fulton County, a political subdivision of the State of Georgia</u>	
ADDRESS or LOCATION OF PROPERTY: <u>Harwell Road, NW, Atlanta, GA 30311</u>	
(1) GROSS PROCEEDS TO SELLER:	\$ <u>500.00</u>
(2) CURRENT COUNTY TAXES:	\$ _____
(3) CURRENT CITY TAXES:	\$ _____
(4) MORTGAGE PREPAYMENT PENALTY:	\$ _____
(5) RELEASE OF MORTGAGE FEE:	\$ _____
(6) RETENTION VALUE OF IMPROVEMENTS:	\$ _____
(7) PERFORMANCE BOND:	\$ _____
(8) PAYMENT(S) TO OTHER PARTIES:	
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____
TOTAL PAYMENTS TO OTHER PARTIES (Line 8)	\$ _____
(9) TOTAL OF ALL DISBURSEMENTS (LINES 2 THROUGH 8):	\$ _____
(10) PROCEEDS MINUS DISBURSEMENTS (LINE 1 LESS LINE 9):	\$ _____
(11) REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:	
a. PRO-RATA SHARE TAXES (LINES 2 & 3):	\$ _____
b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5):	\$ _____
c. OTHER APPLICABLE EXPENSES (LINE 8):	\$ _____
(12) TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b,& c):	\$ _____
(13) NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12):	\$ <u>500.00</u>

The above is the complete, true and correct amount of funds received and disbursed in connection with the above transaction. **The seller is hereby notified by this document to proceed with the removal of all on site trade fixtures and/or retained improvements as previously identified and approved by the department. In the event that these items have not been removed within 30 calendar days from the date of this notice, they will be considered abandoned and shall be removed and/or demolished by the department. (this notice does not apply if the seller and/or other interests in possession are classified by the department as relocation displacements.) The removal of and/or damage to any portion of the property not retained by the seller is unlawful and such action will be subject to prosecution by the state.**

The undersigned seller(s) acknowledge(s) that all legal services performed by the closing attorney were on behalf of the department of transportation, and not on behalf of the seller(s), and that the seller(s) (was) (were) not given any legal advice by the closing attorney except that seller(s) (was) (were) advised to secure independent legal counsel to insure that the legal interests and rights of seller(s) are protected, and further that this statement is a defense to any action or proceeding against the closing attorney or the Department of Transportation.

[Continues on next page]

FULTON COUNTY, a political subdivision of the State of Georgia

By: _____
Robert L. Pitts, Chairman (DATE)
Fulton County Board of Commissioners

> _____
(CLOSING OFFICIAL) (DATE)

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share by the Department to the Georgia Department of Transportation, Office Right of Way, Relocation Section, 600 West Peachtree Street, Atlanta, Ga. 30308.

D.O.T. USE ONLY

PAYEE: > _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

**Project No.: 0013918 FULTON COUNTY
P.I. No.: 0013918, Parcel No.: 120**

**Re: Project No.: 0013918 FULTON COUNTY
P.I. No.: 0013918, Parcel No.: 120**

PROPERTY OWNER'S AFFIDAVIT

STATE OF _____, _____ COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, Fulton County, a political subdivision of the State of Georgia, who after being duly sworn, deposes and says upon oath:

That affiant is the owner in fee simple of the improvements shown on Exhibit "A" attached hereto.

Further, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature or claiming any interest in said lands whatsoever; except as may be set out below;

Further, that there are no leases, either recorded of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the Georgia Department of Transportation (hereinafter the "Department") of the real estate shown on Exhibit "A" attached hereto, except as may be set out below;

Further, that there are no suits, judgements, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any loan deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for (his/its) part acknowledges that this Affidavit is made and given to the Department in connection with and for purposes of inducing the Department in its acquisition or purchase of the real estate shown on Exhibit "A" attached thereto and, further, agrees to indemnify and hold harmless the Department from any and all claims for compensation or benefits made by any party or individual claiming through or under any interest in the property or business now or formerly situated or operating on said property, against the Department other than as may be set forth herein below.

FULTON COUNTY, a political subdivision of the State of Georgia

Sworn to and subscribed before me,
this ____ day of _____, 20 ____

By: _____ (S.E.A.L.)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Notary Public
[Affix Notary Seal]

Attest: _____ (S.E.A.L.)
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney

Exceptions: None.

Re: Project No.: 0013918 FULTON COUNTY, P.I. No.: 0013918, Parcel No.: 120

INSTRUCTIONS: Please print clearly; cancelling and reissuing a check can cause significant delays in getting paid. Please double check your address.

CERTIFICATION REGARDING PROPER DISBURSEMENT OF FUNDS

STATE OF _____, _____ COUNTY

The closing attorney for this transaction is directed to disburse the closing funds by sending a check via UPS with the following recipient and tracking information. The closing attorney is directed to make selections at their discretion for all incomplete items.

Country: _____

Full Name or Company Name: _____

Contact Name: _____

Address (No P.O. Boxes): _____

Email: _____

Phone: _____ Extension: _____

Require signature on delivery? Circle either **YES** or **NO**.

Allow recipient to change address? Circle either **YES** or **NO**.

Circle whether this delivery address is **RESIDENTIAL** or **COMMERCIAL**.

Signed, Sealed and Delivered
this _____ day of _____
20 _____, in the presence

Notary Public
[Affix Notary Seal]

FULTON COUNTY, a political subdivision of the
State of Georgia

By: _____ (L.S.)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest: _____ (L.S.)
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo, County Attorney