

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 68537, Page 444
Deed Book 69061, Page 188

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

THIS AGREEMENT, made this ____ day of _____, 20__, between SANDY SPRINGS MULTIFAMILY, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (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 SOLIS SANDY SPRINGS(6600 PEACHTREE DUNWOODY ROAD), and as more fully described in that certain conveyance recorded in Deed Book 68537, Page 444 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 sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 69061, Page 188 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 it, 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: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: SANDY SPRINGS MULTIFAMILY, LLC

District 17, Land Lot 20

Parcel Number: 17 0020 LL0878

Mailing Address:

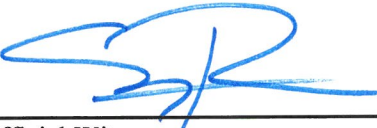
3565 Piedmont Road | 2 Piedmont Center, Suite 735 |
Atlanta, GA 30305

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

Signatures:

OWNER Sandy Springs Multifamily LLC

Signed sealed and delivered in the presence of



Unofficial Witness

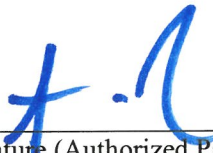


Notary Public

My Commission Expires: 03/06/2029

(Notary Seal)





Signature (Authorized Party to Bind Owner Entity)

Alan P. Dean / Manager

Signatory's Name and Title (printed)

Owner's Address: _____

3565 Piedmont Road, Bldg 2, Suite 735
Atlanta, GA 30305

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day
of _____, 2024 in the
presence of:

FULTON COUNTY, GEORGIA a political
subdivision of the State of Georgia

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

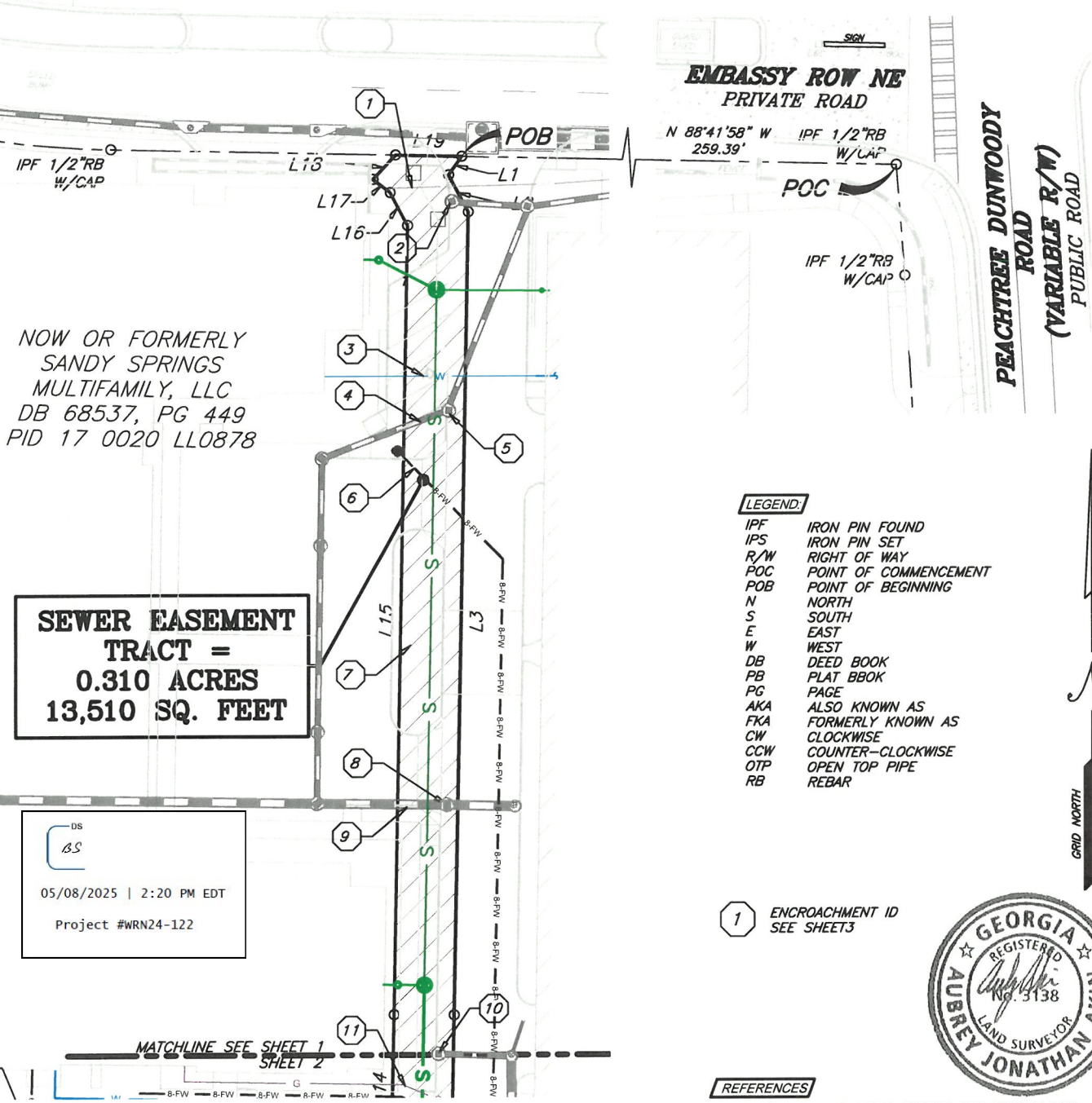
EXHIBIT "A"

0 50 100



PROJECT NUMBERS

CITY OF SANDY SPRINGS: LDP-24-80



NOW OR FORMERLY
SANDY SPRINGS
MULTIFAMILY, LLC
DB 68537, PG 449
PID 17 0020 LL0878

**SEWER EASEMENT
TRACT =
0.310 ACRES
13,510 SQ. FEET**

DS
BS
05/08/2025 | 2:20 PM EDT
Project #WRN24-122

LEGEND:

IPF IRON PIN FOUND
IPS IRON PIN SET
R/W RIGHT OF WAY
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
N NORTH
S SOUTH
E EAST
W WEST
DB DEED BOOK
PB PLAT BOOK
PG PAGE
AKA ALSO KNOWN AS
FKA FORMERLY KNOWN AS
CW CLOCKWISE
CCW COUNTER-CLOCKWISE
OTP OPEN TOP PIPE
RB REBAR

1 ENCROACHMENT ID
SEE SHEET 3

REFERENCES

1. ALTA/NSPS LAND TITLE SURVEY FOR TERWILLIGER
PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY
TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024



1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

**ENCROACHMENT EXHIBIT A
FOR GRANTOR
SANDY SPRINGS MULTIFAMILY, LLC**

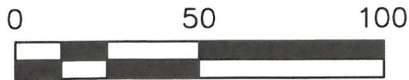
LAND LOT 20 17th DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

SCALE: 1"=50'

DATE: 4/29/25

JOB # 2024-1103 DWG: SEWER EASEMENT

SHEET 1 OF 2

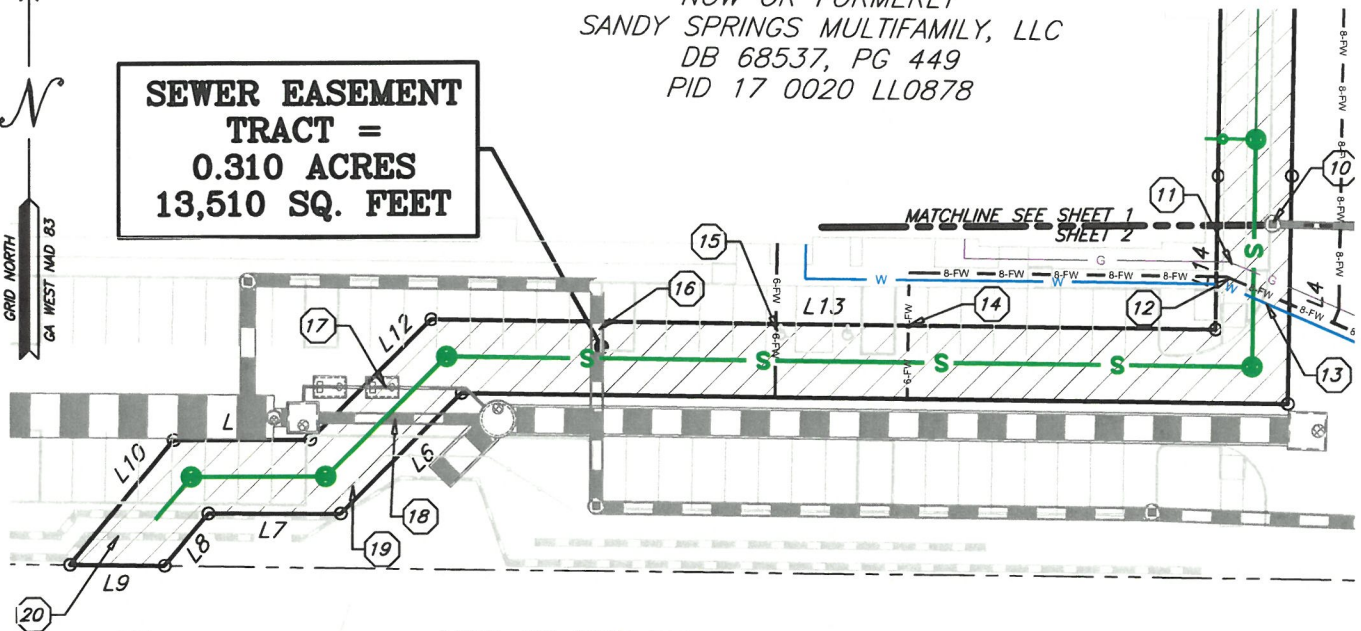


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DB 68537, PG 449
PID 17 0020 LL0878



NOW OR FORMERLY
COUSINS NORTHPARK OWNER
400, LLC
DB 54213, PG 627
PID 17 0019 LL0582

DS
BS
05/08/2025 | 2:20 PM EDT
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LEGEND:

IPF IRON PIN FOUND
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PAPPAS MULTI-FAMILY PARTNERS, LLC PREPARED BY
TECHNICAL SURVEY SERVICES, INC. DATED 06/20/2024

LINE	BEARING	DISTANCE
L1	S 34°42'02" W	7.51'
L2	S 27°33'13" E	13.88'
L3	S 01°02'51" W	268.12'
L4	S 01°03'59" W	62.00'
L5	N 88°58'58" W	224.95'
L6	S 45°08'11" W	46.18'
L7	N 89°50'20" W	35.63'
L8	S 39°56'28" W	18.47'
L9	N 89°03'56" W	25.72'
L10	N 39°55'18" E	43.99'
L11	N 90°00'00" E	36.82'
L12	N 45°08'11" E	46.25'
L13	S 88°58'58" E	213.43'
L14	N 01°03'59" E	41.74'
L15	N 01°01'54" E	263.49'
L16	N 27°44'52" W	12.42'
L17	N 51°56'20" W	7.27'
L18	N 43°20'00" E	11.05'
L19	S 88°41'58" E	21.95'



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**ENCROACHMENT EXHIBIT A
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SANDY SPRINGS MULTIFAMILY, LLC**

LAND LOT 20 17th DISTRICT
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

SCALE: 1"=50'

DATE: 4/29/25

JOB # 2024-1103 DWG: SEWER EASEMENT

SHEET 2 OF 3

0 50 100

**PROJECT NUMBERS**

CITY OF SANDY SPRINGS: LDP-24-80



NUMBER	ENCROACHMENT	AREA
1	EXIST. GA POWER	70 SF
2	STORM CATCH BASIN	25 SF
3	3/4" WATER LINE	20 SF
4	STORM PIPE	60 SF
5	STORM CATH BASIN	15 SF
6	8" FIRE LINE	25 SF
7	EASEMENT	8,331 SF
8	STORM CATCH BASIN	15 SF
9	STORM PIPE	50 SF
10	STORM CATH BASIN	25 SF
11	GAS LINE	21 SF
12	8" WATER LINE	21 SF
13	WATER LINE	21 SF
14	WATER LINE	20 SF
15	WATER LINE	20 SF
16	STORM PIPE	75 SF
17	STORM STRUCTURE	65 SF
18	STORM PIPE	85 SF
19	GUARD RAIL	25 SF
20	WALL	600 SF
TOTAL		9589 SF



05/08/2025 | 2:20 PM EDT

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SHEET 3 OF 3