

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Plat Book 69126, Page 464
Deed Book 68150, Page 538

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, between GREENSTONE PARKWAY 400 LLLP, a Georgia limited liability limited partnership, its successors, affiliates and assigns, (hereinafter as "Greenstone Owner") and NORTHWINDS PARKWAY OFFICE, LLC, a Georgia limited liability company, its successors, affiliates and assigns (hereinafter as "Northwinds Owner") as Indemnitor (Northwinds Owner and Greenstone Owner, hereinafter collectively, 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.

69126 464

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book ____ page ____ 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, 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. Greenstone Owner hereby agrees to indemnify Northwinds Owner and hold Northwinds Owner harmless from any and all damages which Northwinds Owner may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the exercise 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 Greenstone Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Northwinds Owner hereby agrees to indemnify Greenstone Owner and hold Greenstone Owner harmless from any and all damages which Greenstone Owner may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the exercise 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 Northwinds Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Greenstone Owner, further warrants that Greenstone Owner is the full and true owner and has clear title to the property set forth in Exhibit "B", attached hereto and incorporated herein by reference (hereinafter, the "Greenstone Property") in which a portion of the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference. Northwinds Owner, further warrants that Northwinds Owner

is the full and true owner and has clear title to the property set forth in Exhibit "C", attached hereto and incorporated herein by reference (hereinafter, the "Northwinds Property") in which a portion of the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference. Owner, further warrants that the Private Improvements run solely through the Greenstone Property and the Northwinds Property.

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

GREENSTONE OWNER:

GREENSTONE PARKWAY 400 LLLP
c/o Adams D. Little III
609 Charlton Court
Marietta, GA 30064

NORTHWINDS OWNER:

NORTHWINDS PARKWAY OFFICE, LLC
c/o Evan General Contractors, LLC
Attn: Jared W. Heald
3050 Northwinds Parkway, Suite 200
Alpharetta, Georgia 30009

Re: 1st District 2nd Section, Land Lot(s) 804

Parcel Numbers: 12 284008030343, 12 284008030400 and 12 284008030350

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

Huguette Hauer
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: Jan 18, 28

(Notary Seal)

(Notary Stamp)



GREENSTONE OWNER:

GREENSTONE PARKWAY 400 LLLP,
a Georgia limited liability limited partnership

By: Greenstone Parkway 400 Manager, LLC,
a Georgia limited liability company
its general partner

By: [Signature]
Adams D. Little III, Manager

Owner's Address: 609 Charlton Court,
Marietta, GA 30064


[Signatures continued on next page.]

Signed sealed and delivered in the presence of


Unofficial Witness

NORTHWINDS OWNER:

NORTHWINDS PARKWAY OFFICE, LLC,
a Georgia limited liability company

By: 
Richard T. Evans, Jr., Manager


Notary Public
My Commission Expires: Jan 18, 28

Owner's Address: 3050 Northwinds Parkway,
Suite 200, Alpharetta, Georgia 30009

(Notary Seal)

(Notary Stamp)



[Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 20__ 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]

APPROVED AS TO FORM

ATTEST:

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”

Exhibit "B"
Greenstone Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ATLANTA, IN LAND LOT 804 OF THE 1ST DISTRICT, SECOND SECTION, FULTON COUNTY, GEORGIA, AND BEING TRACT B CONTAINING 6.60 ACRES AS SHOWN ON THAT CERTAIN MINOR SUBDIVISION PLAT FOR GREENSTONE PARKWAY 400 LLLP, RECORDED AUGUST 13, 2024, IN PLAT BOOK 468, PAGE 113, FULTON COUNTY, GEORGIA RECORDS.

Exhibit "C"
Northwinds Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ATLANTA, IN LAND LOT 804 OF THE 1ST DISTRICT, SECOND SECTION, FULTON COUNTY, GEORGIA, AND BEING TRACT A CONTAINING 5.84 ACRES AS SHOWN ON THAT CERTAIN MINOR SUBDIVISION PLAT FOR GREENSTONE PARKWAY 400 LLLP, RECORDED AUGUST 13, 2024, IN PLAT BOOK 468, PAGE 113, FULTON COUNTY, GEORGIA RECORDS.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF ATLANTA, IN LAND LOT 804 OF THE 1ST DISTRICT, SECOND SECTION, FULTON COUNTY, GEORGIA, AND BEING TRACT C CONTAINING .77 ACRES AS SHOWN ON THAT CERTAIN MINOR SUBDIVISION PLAT FOR GREENSTONE PARKWAY 400 LLLP, RECORDED AUGUST 13, 2024, IN PLAT BOOK 468, PAGE 113, FULTON COUNTY, GEORGIA RECORDS.