

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 61163, Page 400
Deed Book 69643, Page 37

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 18th day of March, 2026, between MHR Land, 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.

61163 400

Owner warrants that he is the full and true owner and has clear title to that certain property known as 6000 JONES ROAD, UNION CITY (enter address), and as more fully described in that certain conveyance recorded in Deed Book ____, Page __ 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.

69643 37

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) ____, Page __ 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: MHR Land, LLC
PO Box 1796
Monroe, GA 30655

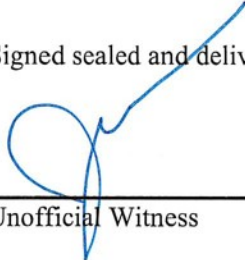
District 7&9F, Section _____, Land Lot(s) 142,143,146,147,117

Parcel Number: 07060001420545

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

Signatures:

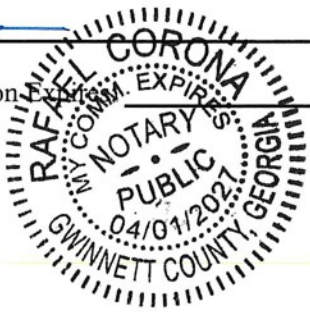
Signed sealed and delivered in the presence of




Unofficial Witness



Notary Public
My Commission Expires _____
(Notary Seal)



OWNER MHR Land, LLC



Signature (Authorized Party to Bind Owner Entity)

FRANK DOWNEY, MANAGER

Signatory's Name and Title (printed)

Owner's Address: 227 S. Broad Street
Monroe, GA 30655

[Signatures continued on next page.]

Signed, sealed and delivered this 26 day
of March, 2024 in the
presence of:

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

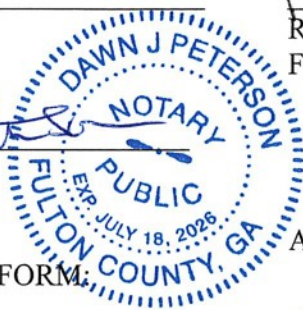
Adnan Adams

Witness

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Dawn J. Peterson
[Notarial Seal]



APPROVED AS TO FORM:

ATTEST:

Y. Soo Jo
Y. Soo Jo, County Attorney

Tonya R. Grier
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark
David E. Clark, Director
Department of Public Works

ITEM # 26-0141 SRM 3 / 18 / 24
SECOND REGULAR MEETING

EXHIBIT "A"

SHEET NUMBER
1.1

DATE:	9-18-25
SCALE:	1"=60'
FILE NUMBER:	129.016
DRAWN BY:	CPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTERED PROFESSIONAL SURVEYOR.

REVISIONS	
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Know what's below.
Call before you dig.
UTILITY PROTECTION CENTER
1-800-4-A-DIG
OR 811

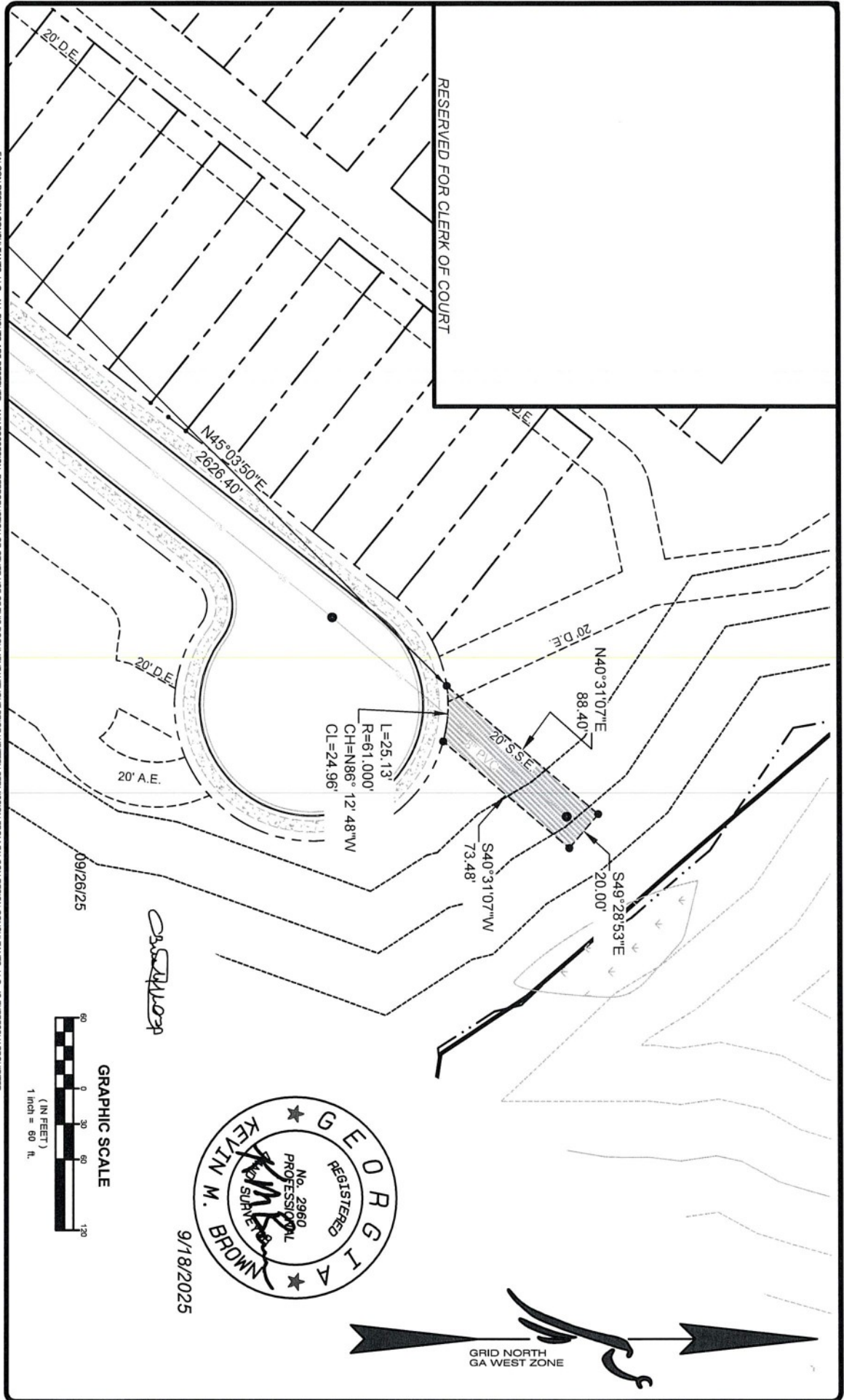
SEWER EASEMENT EXHIBIT
FOR
**THE PARKS AT
PINE VALLEY PHASE 2A**
LOCATED IN:
L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.
FULTON COUNTY, GEORGIA

ENGINEERING PLANNING SURVEYING

LANSCAPE ARCHITECT

ATTONLANDSCAPE ARCHITECTS
1170 KENNEDY BLVD, SUITE 100
ALPHARETTA, GA 30009
WWW.LANSCAPE-ARCHITECTS.COM

REGISTERED PROFESSIONAL ARCHITECT
NO. 12345
STATE OF GEORGIA



SHEET NUMBER
1.1

DATE: 9-18-25
 SCALE: 1"=60'
 FILE NUMBER: 129.016
 DRAWN BY: CPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT AND THE PROFESSIONAL SEAL.

REVISIONS

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4.	

Know what's below.
 Call before you dig.
 UTILITIES PROTECTION CENTER
 1-800-255-5877 OR CALL 811



SEWER EASEMENT EXHIBIT
 FOR
**THE PARKS AT
 PINE VALLEY PHASE 2A**
 LOCATED IN:
 L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.
 FULTON COUNTY, GEORGIA

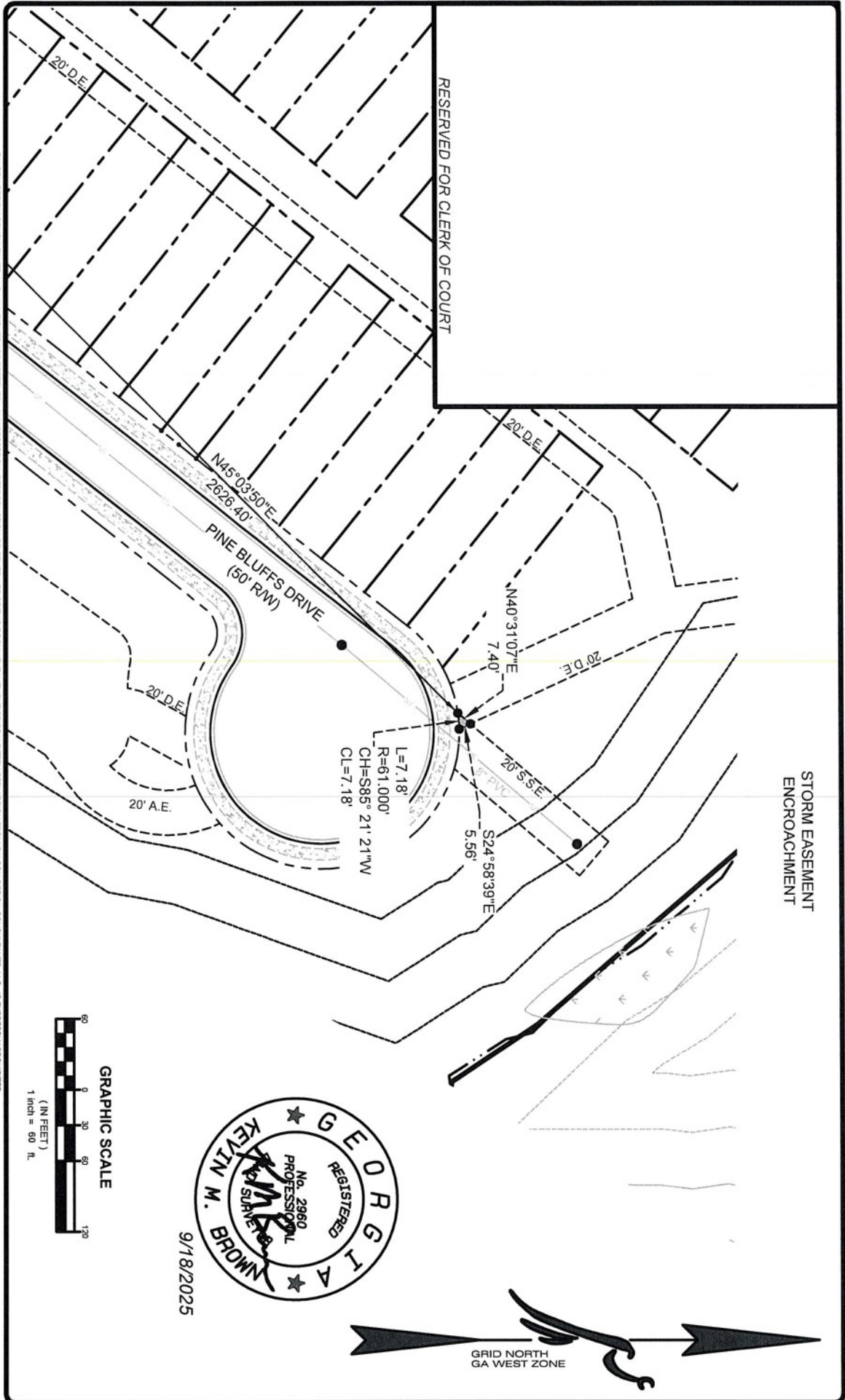
CIVIL ENGINEERING
 LAND PLANNING
 LAND SURVEYING



LANDSCAPE ARCHITECT

ARCHITECTURE & INTERIORS
 3170 WOODBRIDGE DRIVE
 ATLANTA, GEORGIA 30328
 (404) 251-1100
 WWW.MARKS&SPENCER.COM

MARKS & SPENCER
 ARCHITECTURE & INTERIORS
 3170 WOODBRIDGE DRIVE
 ATLANTA, GEORGIA 30328
 (404) 251-1100
 WWW.MARKS&SPENCER.COM



SHEET NUMBER
1.2

DATE:	9-18-25
SCALE:	1"=60'
FILE NUMBER:	129.016
DRAWN BY:	CPOPP

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT AND THE REGISTERING BOARD'S SEAL.

REVISIONS

1.	
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4.	

Know what's below.
Call before you dig.
UTILITY PROTECTION CENTER
1-800-251-4811
OR 800-811-8111



SEWER EASEMENT EXHIBIT
FOR
PINE VALLEY PHASE 2A
LOCATED IN:
L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING
LAND PLANNING
LAND SURVEYING



LANDSCAPE ARCHITECT

MEMBER OFFICE
1100 W. BROAD ST., SUITE 100
ATLANTA, GEORGIA 30333
404.525.1100
www.fdc-dc.com

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ATLANTA, GEORGIA 30333
404.525.1100
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9/18/2025

RESERVED FOR CLERK OF COURT

PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142, 143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE
THENCE ALONG A SURVEY THE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

THENCE NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 88.40 FEET TO A POINT;
THENCE SOUTH 49 DEGREES 28 MINUTES 53 SECONDS EAST, 20.00 FEET TO A POINT;
THENCE SOUTH 40 DEGREES 31 MINUTES 07 SECONDS WEST, 73.48 FEET TO A POINT;
THENCE, 25.13 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 12 MINUTES 48 SECONDS WEST, 24.96 FEET) TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.04 ACRES (1,597 SQUARE FEET).

ALONG WITH:

PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A
STORM ENCROACHMENT
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142, 143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE
THENCE ALONG A SURVEY THE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

THENCE NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 7.40 FEET TO A POINT;
THENCE SOUTH 24 DEGREES 58 MINUTES 39 SECONDS EAST, 5.56 FEET TO A POINT;
THENCE, 7.18 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 21 MINUTES 21 SECONDS WEST, 7.18 FEET) TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.0004 ACRES (18 SQUARE FEET).