

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

THIS AGREEMENT, made this 15th day of September, 2022, between CITY OF SANDY SPRINGS a political subdivision of the State of Georgia within Fulton County, Georgia, its successors, affiliates and assigns, as Indemnitor (hereinafter, as "City"), 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. Fulton County grants City, "the License" to enter within a portion of its sanitary sewer easements as referenced in and recorded at Deed Book 6035; Page 392 and Deed Book 61650; Pages 18-22 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 improvements ("Trail Improvements") at its sole cost and responsibility as same is more fully described in Exhibit "A".
2. With respect to this License, City shall install and construct the Trail 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. City 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 Trail 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. The County shall provide at least thirty (30) days' written notice prior to terminating this License.
4. City may terminate this License and Agreement by written notice to the County and shall remove the Trail Improvement at its sole costs and return the area to its natural vegetative state.
5. City shall perform all work on the Trail 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 Trail 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. City shall be solely responsible for the maintenance, repair and replacement of the Trail Improvements and the County grants City 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 ten (10) days' notice to City, 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, City must cure all defects specified by the County in its notice, such defects being reasonably determined to exist by the County, and within the time reasonably specified by the County.

Failure on the part of City to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, after ten (10) days' notice the County may, but shall not be required to, cure any such defect at the sole cost and expense of City. The County may, after thirty (30) days' notice, elect to terminate the License at will and remove the Trail Improvements without liability for loss or damage for such removal. Fulton County shall remove the Trail Improvements so as not to damage other portions of City's property and is granted a right of entry by City on the other portions of City's property to effectuate the repair, if necessary.

9. To the fullest extent allowable by law, City 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 City, its employees, subcontractors, or assigns in the performance of this License or Agreement. City, further warrants that it possesses the right to implement the Trail Improvements from the full and true owner who has clear title to the property in which the Trail Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.
10. City 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 Trail Improvements. After 10 days' notice, at its election the County may repair or replace the damaged utility and assess all costs against City.
11. This License and Agreement shall be binding upon City, its 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:

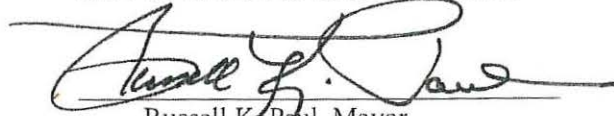
COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

CITY: City of Sandy Springs
Kerry E. Missel, Land Administration Manager
1 Galambos Way
Sandy Springs, GA 30328

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

CITY OF SANDY SPRINGS, GEORGIA


Russell K. Paul, Mayor

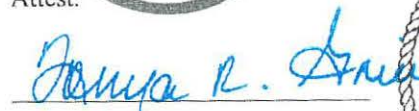
Attest:

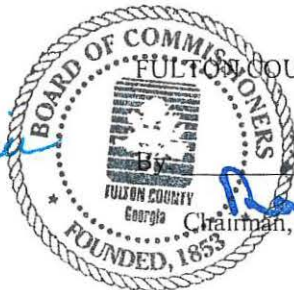

Raquel D. Gonzalez, City Clerk
(Seal)

The seal of the City of Sandy Springs, Georgia, is circular. It features a landscape with a river and trees. The text "SANDY SPRINGS GEORGIA" is written across the middle, and "HONEST EFFICIENT RESPONSIVE" is written around the bottom edge.


Dan Lee, City Attorney

Attest:


Tampa R. Smith
Clerk of the Commission


The seal of the Board of Commissioners of Fulton County, Georgia, is circular. It features a portrait of George Washington. The text "BOARD OF COMMISSIONERS" is written around the top edge, "FULTON COUNTY, GEORGIA" is written around the bottom edge, and "FOUNDED, 1853" is written at the very bottom. In the center, it says "By" and "Chairman, Board of Commissioners".
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

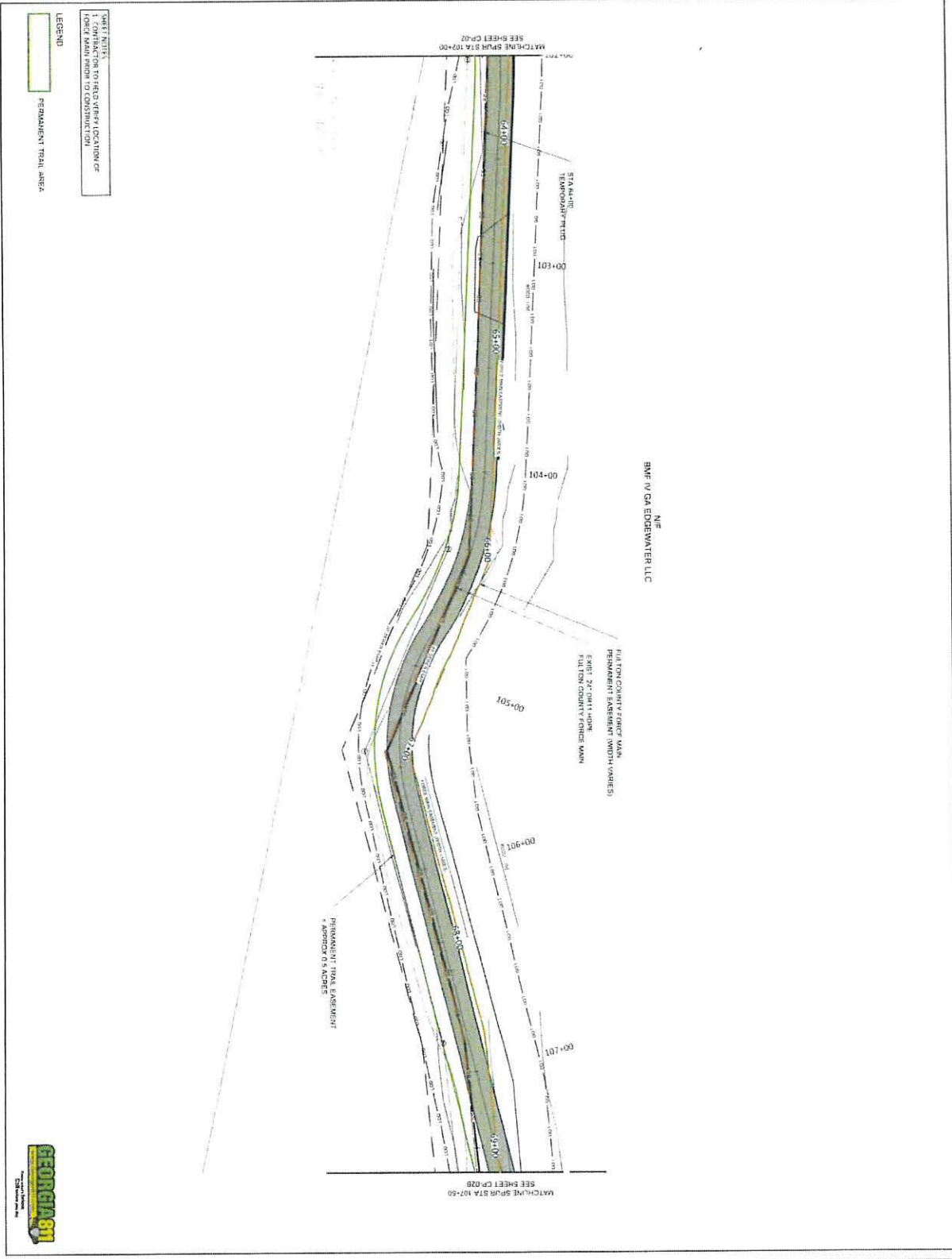

David E. Clark, P.E., Director
Department of Public Works

APPROVED AS TO FORM:


County Attorney

ITEM # 22-0665 RCS 9/21/22
RECESS MEETING

EXHIBIT "A"



KAIZEN COLLABORATIVE
ARCHITECTS & ENGINEERS
1000 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
P: 954.575.2441

SPATH FOUNDATION OF FLORIDA
2000 N. W. 10th Ave., Suite 1000
Fort Lauderdale, FL 33304
P: 954.575.2441

PROJECT # 2020-209
PROJECT MANAGER DWA
MORGAN FALLS CONNECTOR PHASE 2A EDgewater APARTMENTS
SANDY SPRINGS, GA

DATE 09/14/2021
DESCRIPTION ISSUE FOR PERMIT
09/20/2021 ISSUE FOR BID - REVIEW
10/17/2021 ISSUE FOR BID
10/20/2021 ISSUE FOR BID

SCALE 1" = 20' OF
DATE DECEMBER 10, 2021
SHEET # FCEE-02A

FULTON COUNTY ENCROACHMENT EXHIBIT

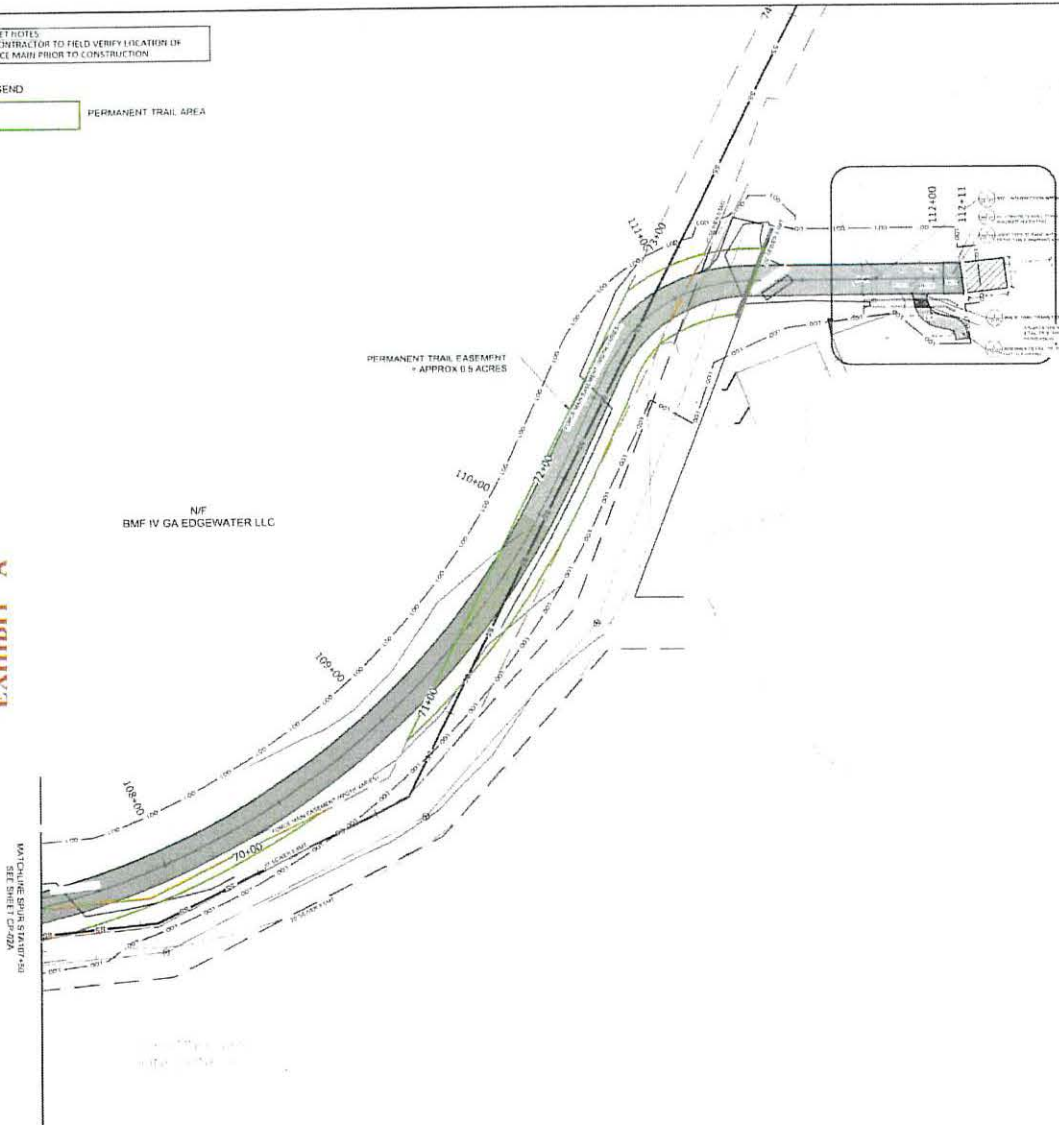
KEY MAP

SHEET NOTES:
1. CONTRACTOR TO FIELD VERIFY LOCATION OF
FORCE MAIN PRIOR TO CONSTRUCTION

LEGEND

PERMANENT TRAIL AREA

EXHIBIT "A"

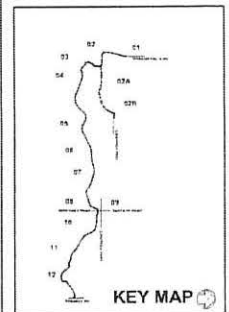


KAIZENCOLLABORATIVE

CHARLES M. ARBUTT JR., P.E.
DESIGN ENGINEER LEVEL II CERTIFICATION
SINCE 4/20/2018 EXPIRES 04/15/2022
CHUCK.ARBUTT@KAIZENCOLLABORATIVE.COM
(770) 424-2751

PATH
FOUNDATION.org

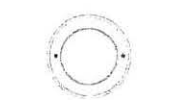
100 SOUTH 14TH AVENUE, SUITE 100
ATLANTA, GEORGIA 30334
404.525.7700



DATE	DESCRIPTION
05/14/2021	ISSUE FOR PERMIT
08/20/2021	ISSUE FOR BID - REVIEW
11/17/2021	REV. FOR CMAA REV. AND COMMENTS
12/10/2021	ISSUE FOR BID

PROJECT # 2020-209
PROJECT MANAGER CMAA

MORGAN FALLS
CONNECTOR PHASE 2A
EDGEWATER APARTMENTS
SANDY SPRINGS, GA



1"=20' (AS SHOWN)
1"=20' (AS SHOWN)

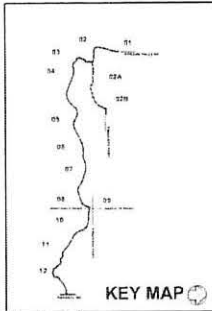
FULTON COUNTY
ENCROACHMENT EXHIBIT

SCALE 1"=20' (AS SHOWN)
DATE DECEMBER 10, 2021

SHEET # FCEE-02B



24 HOUR CONTACT: JONATHAN MCGILL
P. JONATHAN@PATHOLOGISTS.ORG
D. 404.875.0284 F. 404.875.1900

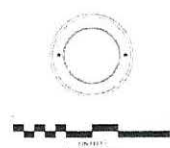


DATE	DESCRIPTION
05/14/2021	ISSUE FOR PERMIT
08/20/2021	ISSUE FOR BID - REVIEW
11/17/2021	REV. FC, DEAM DEV, EPD COMMENTS
12/10/2021	ISSUE FOR BID

PROJECT #	2020 - 700
PROJECT MANAGER	CMA

**MORGAN FALLS
CONNECTOR PHASE 2A
EDGEWATER APARTMENTS**

SANDY SPRINGS, GA



FULTON COUNTY
ENCROACHMENT EXHIBIT

SCALE 1"=20'-0"
DATE DECEMBER 10, 2021

SHEET # **FCEE-02**