

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 65083, Page 287
Deed Book 67296, Page 180

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this 26th day of September, 2023, between Liberty Communities, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, 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.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 0 Jones Road, South Fulton, GA 30213 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 65083, Page 287 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) 67296, Page 180 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 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, his 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: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER:

Liberty Communities, LLC

RE Land Lot(s) 114 & 143, District 7th

Parcel Number: 07050001430263

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

Dolores W. Allen
Unofficial Witness

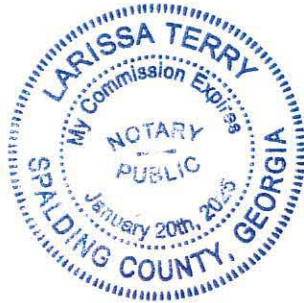
Laura Terry
Notary Public
My Commission Expires: 01/20/25

(Notary Seal)

(Notary Stamp)



Louisa L. Smith
Clerk of Commission



OWNER Liberty Communities LLC

R N K
Signature (Authorized Party to Bind Owner Entity)

R Neil Koelbl, Manager
Signatory's Name and Title (printed)

Owner's Address: _____

175 Country Club 200A
Stockbridge, GA 30281

FULTON COUNTY, GEORGIA

By: [Signature]
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

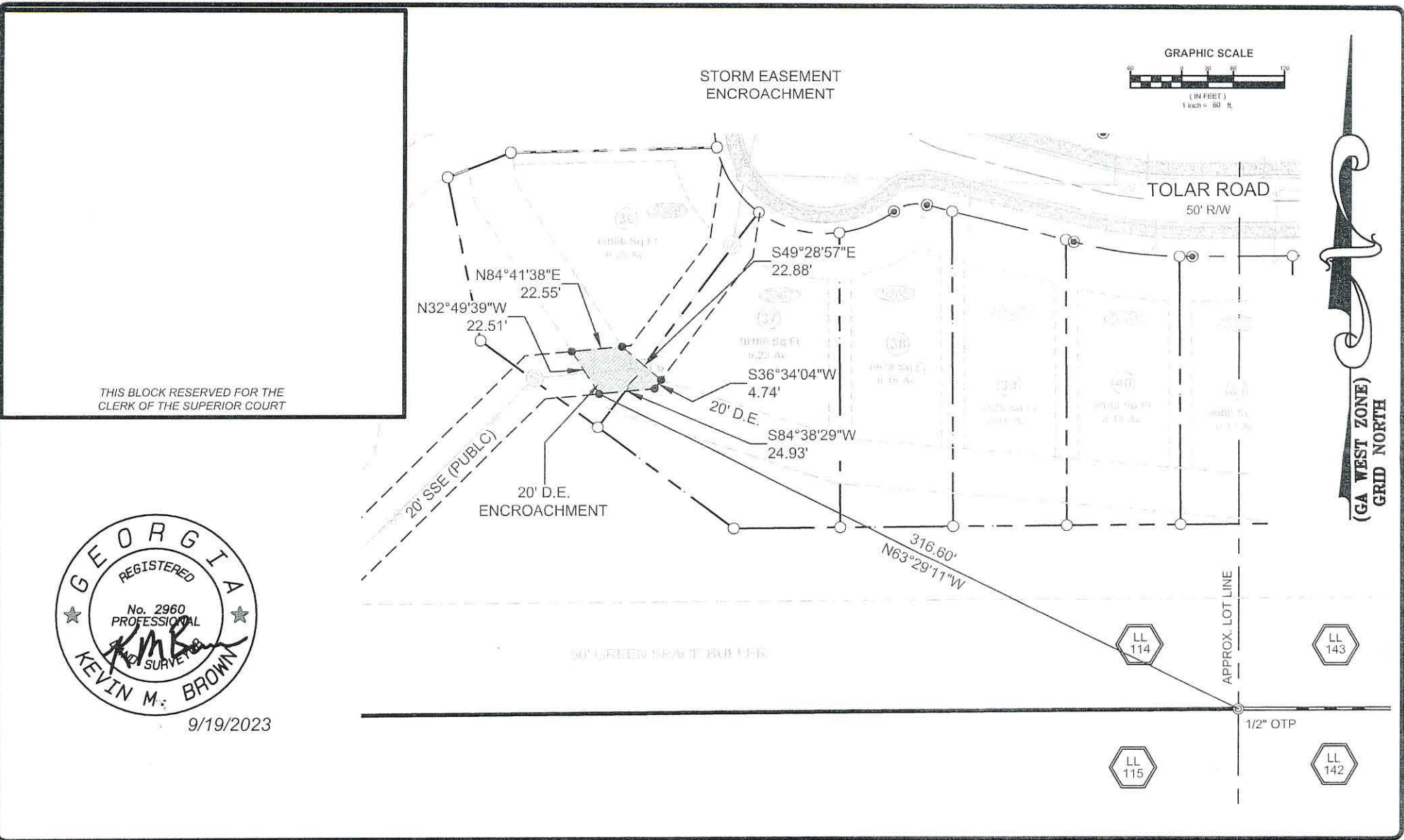
[Signature]
David E. Clark, Director
Department of Public Works

APPROVED AS TO FORM:

[Signature]
Y. Soo Jo, County Attorney

ITEM # 23-0933 RCS 12/20/23
RECESS MEETING

P:\Projects\Neil Koelbl - General Holdings and Liberty\160.071 Creekbent Overlook\Survey\dwg\CREEKBEND OVERLOOK FF-00-SEWER EASEMENT.dwg, SHEET 6, cpop. Sep 27, 2023 - 11:34:42am



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811

SEWER EASEMENT EXHIBIT
FOR
CREEKBEND OVERLOOK
(AKA JONES ROAD TRACT)
LOCATED IN:
LAND LOTS 114 & 143, 7TH DISTRICT
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING
CONSTRUCTION MANAGEMENT LANDSCAPE ARCHITECT

STOCKBRIDGE OFFICE
205 LINDSEY AVE. DE. STE 200
STOCKBRIDGE, GEORGIA 30206
PH (770) 939-9636 FAX (770) 939-9636

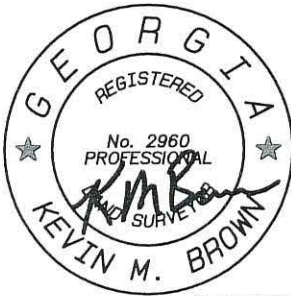
NEWNAN OFFICE
300 CUMMINGS RD. STE 1
NEWNAN, GEORGIA 30555
PH (770) 735-7978 FAX (770) 735-7978

CUMMING OFFICE
300 PARKWAY RD. STE 1
CUMMING, GEORGIA 30008
PH (770) 862-7100 FAX (770) 862-7100

www.fdc-llc.com

P:\Projects\Neill Koalbi- General Holdings and Liberty\160.071 Creekbend Overlook\Survey\Yong\CRICKBEND OVERLOOK FP-00-SEWER EASEMENT.dwg, SHEET 7, cpop, Sep 27, 2023 - 11:34:47am

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT



9/19/2023

SURVEY DESCRIPTION CREEKBEND OVERLOOK SEWER EASEMENT DEDICATION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 143, 142, 114 & 115, 7TH LAND DISTRICT FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.

THENCE, PROCEED SOUTH 89 DEGREES 36 MINUTES 53 SECONDS WEST ALONG THE COMMON LAND LOT LINE OF 114 & 115, 450.55 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE, SOUTH 89 DEGREES 36 MINUTES 53 SECONDS WEST, 161.27 FEET TO A POINT;

THENCE, NORTH 71 DEGREES 36 MINUTES 40 SECONDS WEST, 62.14 FEET TO A POINT;

THENCE, SOUTH 89 DEGREES 41 MINUTES 39 SECONDS EAST, 48.18 FEET TO A POINT;

THENCE, NORTH 89 DEGREES 24 MINUTES 29 SECONDS EAST, 163.79 FEET TO A POINT;

THENCE, NORTH 45 DEGREES 13 MINUTES 48 SECONDS EAST, 200.75 FEET TO A POINT;

THENCE, NORTH 84 DEGREES 39 MINUTES 24 SECONDS EAST, 47.25 FEET TO A POINT;

THENCE, NORTH 36 DEGREES 34 MINUTES 04 SECONDS EAST, 59.41 FEET TO A POINT;

THENCE, NORTH 08 DEGREES 42 MINUTES 24 SECONDS EAST, 34.03 FEET TO A POINT;

THENCE, 27.77 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 50 FEET AND A CHORD BEARING SOUTH 38 DEGREES 08 MINUTES 23 SECONDS EAST, 27.42 FEET) TO A POINT;

THENCE, SOUTH 08 DEGREES 42 MINUTES 24 SECONDS WEST, 20.24 FEET TO A POINT;

THENCE, SOUTH 36 DEGREES 34 MINUTES 04 SECONDS WEST, 73.25 FEET TO A POINT;

THENCE, SOUTH 84 DEGREES 38 MINUTES 29 SECONDS WEST, 49.01 FEET TO A POINT;

THENCE, SOUTH 45 DEGREES 13 MINUTES 50 SECONDS WEST, 201.79 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.24 ACRES (10,492 SQUARE FEET).

ALONG WITH;

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 143, 142, 114 & 115, 7TH LAND DISTRICT FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.

THENCE, PROCEED NORTH 32 DEGREES 24 MINUTES 39 SECONDS WEST ALONG TIE LINE 368.06 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE, NORTH 41 DEGREES 41 MINUTES 23 SECONDS EAST, 37.73 FEET TO A POINT;

THENCE, SOUTH 28 DEGREES 10 MINUTES 59 SECONDS WEST, 21.08 FEET TO A POINT;

THENCE, 14.58 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 17 FEET AND A CHORD BEARING SOUTH 52 DEGREES 45 MINUTES 24 SECONDS WEST, 14.14 FEET) TO A POINT;

THENCE, 4.02 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 50 FEET AND A CHORD BEARING SOUTH 75 DEGREES 01 MINUTES 40 SECONDS WEST, 4.02 FEET) TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.01 ACRES (133.80 SQUARE FEET).

ALONG WITH;

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 143, 142, 114 & 115, 7TH LAND DISTRICT FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A 1/2 INCH OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 114, 115, 143 AND 142.

THENCE, PROCEED NORTH 63 DEGREES 29 MINUTES 11 SECONDS WEST ALONG TIE LINE 316.60 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING

THENCE, NORTH 32 DEGREES 49 MINUTES 39 SECONDS WEST, 22.51 FEET TO A POINT;

THENCE, NORTH 84 DEGREES 41 MINUTES 38 SECONDS EAST, 22.55 FEET TO A POINT;

THENCE, SOUTH 49 DEGREES 28 MINUTES 57 SECONDS EAST, 22.88 FEET TO A POINT;

THENCE, SOUTH 36 DEGREES 34 MINUTES 04 SECONDS WEST, 4.74 FEET TO A POINT;

THENCE, SOUTH 84 DEGREES 38 MINUTES 29 SECONDS WEST, 24.93 FEET TO A POINT;

SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.01 ACRES (528.00 SQUARE FEET).

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SEWER EASEMENT EXHIBIT

FOR

CREEKBEND OVERLOOK
(AKA JONES ROAD TRACT)

LOCATED IN:

LAND LOTS 114 & 143, 7TH DISTRICT
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING LAND PLANNING LAND SURVEYING

CONSTRUCTION
MANAGEMENT



LANDSCAPE
ARCHITECT

STUCKBRIDGE OFFICE
235 CREEK CTR. DR., STE. 206
SPRINGDALE, GEORGIA 30429
PH 1 (770) 895-8666 FAX 1 (770) 895-8658

NEWKAM OFFICE
904 GLENDALE CT. STE. 4
NEWNASS, GEORGIA 30059
PH 1 (770) 735-7078

COMMING OFFICE
300 PARKER FERRY RD. STE. C
CLARKDALE, GEORGIA 30606
PH 1 (770) 860-7700

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