

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 67880, Page 448
Deed Book 68756, Page 265

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

THIS AGREEMENT, made this ____ day of _____, 20____, between
JBGL Atlanta Development 2014, 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. 68756 265
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
Standard Water Indemnification Agreement 08.2024

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. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

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

OWNER: JBGL Atlanta Development 2014, LLC
5501 Headquarters Dr, Suite 300W
Plano, TX 75024

Re: 1st District 2nd Section, Land Lot(s) 748

Parcel Number: 12-270307480230

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

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of



Unofficial Witness



Signature (Authorized Party to Bind Owner
Entity)



Notary Public
My Commission Expires: April 1, 2026

Veronica Edwards, Authorized Representative

Signatory's Name and Title (printed)

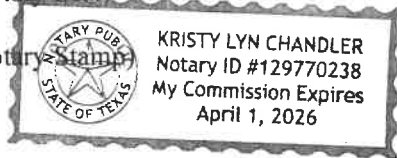
Owner's Address: _____

5501 Headquarters Dr, Suite 300W

Plano, TX 75024

(Notary Seal)

(Notary



[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

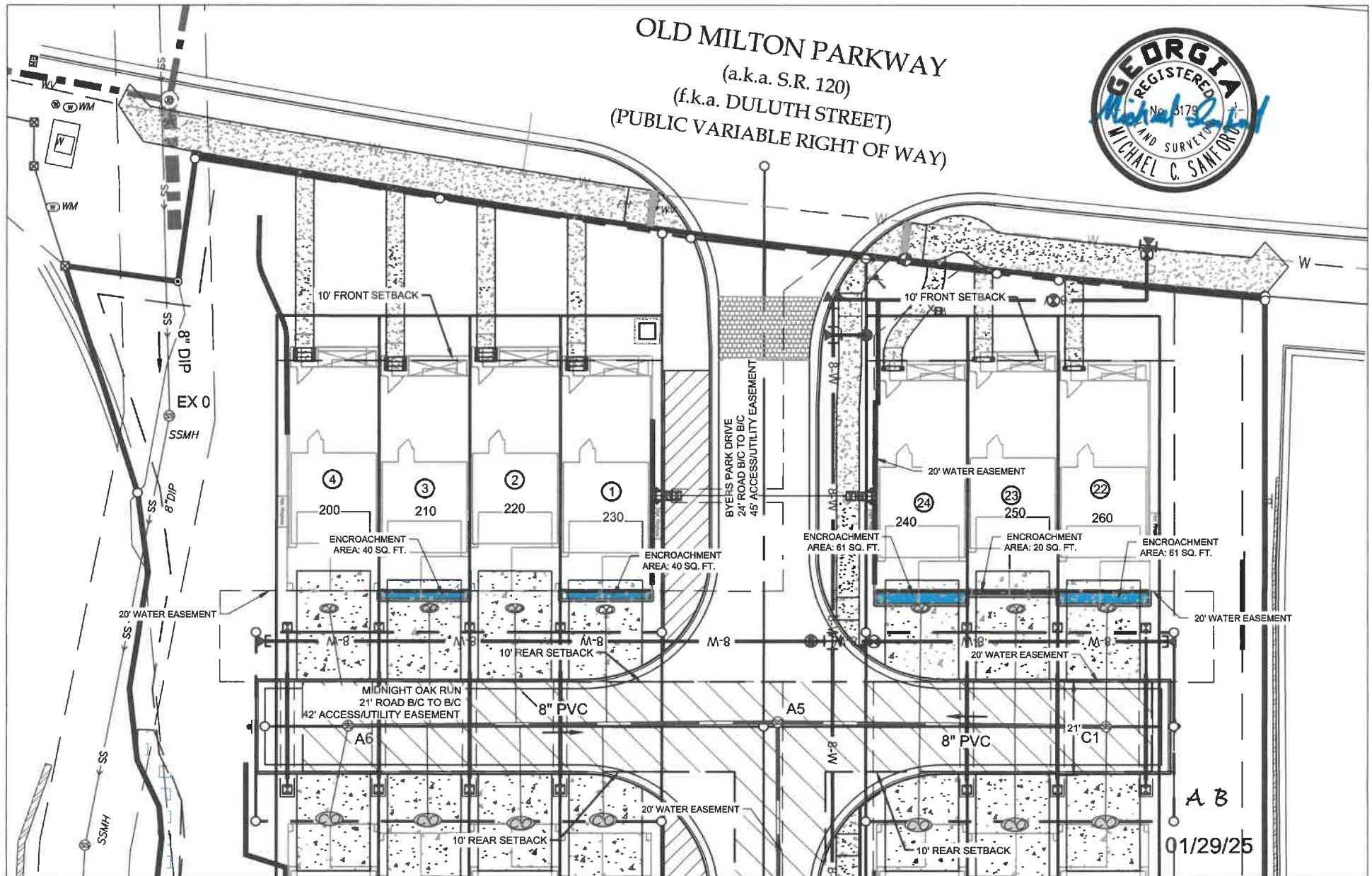
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

EXHIBIT “A

OLD MILTON PARKWAY
(a.k.a. S.R. 120)
(f.k.a. DULUTH STREET)
(PUBLIC VARIABLE RIGHT OF WAY)



01/29/25



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C.O.A.-LSF000004

COUNTY FULTON
STATE OF GEORGIA
CITY OF ALPHARETTA
LAND LOT(S) 691
DISTRICT 1st SECTION 2nd

ENCROACHMENT EXHIBIT
OF
BYERS PARK



SHEET 1 OF 2

DRAWN BY: MCS
CHECKED BY: MCS
FILE NO.: 15315.01
DATE: 01/10/25
SCALE: 1"=30'

