



# Option for Right of Way

GEORGIA, FULTON COUNTY

PI#: 0013918

PARCEL: 7A

Received of **Georgia Department of Transportation**, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **\$93,700.00** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **I-285 / I-20 West Interchange Improvements** being Parcel **7A** consisting of **0.011 acres or 459.14 square feet** in fee and **1,463.32 square feet** of permanent easement for the construction and maintenance of slopes and noise barrier and **109.24 linear feet** of Access Rights on Georgia Highway Project Identification Number **0013918**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than 60 days from date of execution of a deed and easements or 90 days from the date initial notice that relocation benefit availability was provided, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of **\$N/A**, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

## **SPECIAL PROVISIONS (Realty Items ONLY)**

Grantor may retain title to **N/A** for sum of **\$N/A (40% of improvement value)** which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within **30** calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of **Fulton** harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of **\$N/A (20% of improvement value)** which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

## **OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)**

This Offer includes a Cost to Cure payment of **\$12,155.00**. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of **\$2,431.00 (20% per item)** will be withheld. This amount will be returned upon satisfactory replacement or removal of **fencing**.

This Offer includes a Trade Fixture payment of **\$77,500.00** for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of **\$15,500.00 (20% per item)** will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number **0013918**.

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional **N/A acres** of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of **\$N/A** which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. **N/A**.

**I (We) do (do not) elect to execute and deliver Parcel N/A R deed.**

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2025  
in the presence of:

FULTON COUNTY, a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

Attest: \_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

**APPROVED AS TO FORM**

\_\_\_\_\_  
Y. Soo Jo, County Attorney

**ACCEPTED: DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_ (DATE)

TITLE: \_\_\_\_\_