

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 65030, Page 127
Deed Book 68710 Page 187

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

THIS AGREEMENT, made this 7th day of May, 2025, between Bridges Alpharetta, 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:

68710 187

1.

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book 68710 page 187 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: Tori Young w/Bridges Alpharetta, LLC
11770 Haynes Bridge Road
Alpharetta, GA 30009

Re: 1 District 1 Section, Land Lot(s) 125

Parcel Number: 11 034001250519
11 034001250527

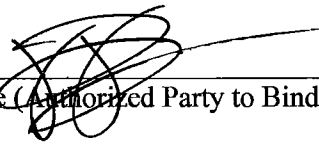
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia,
as of the day and year first above written.

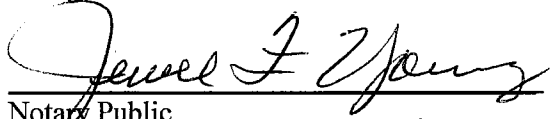
Signatures:

Signed sealed and delivered in the presence of

OWNER Bridges Alpharetta, LLC


Unofficial Witness


Signature (Authorized Party to Bind Owner
Entity)


Notary Public
My Commission Expires: 3-7-27

Tori Young Manager

Signatory's Name and Title (printed)

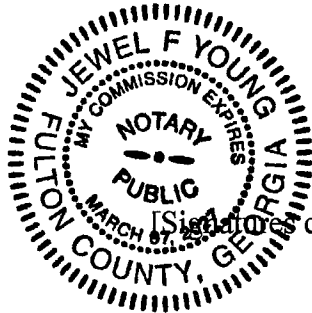
Owner's Address: _____

(Notary Seal)

11770 Haynes Bridge Rd.

(Notary Stamp)

Alpharetta, GA 30009



[Signatures continued on next page.]

Signed, sealed and delivered this 18 day of June, 2025 in the presence of:

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

Dawn Peterson
Witness

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

APPROVED AS TO FORM

Y. Soo Jo
Y. Soo Jo, County Attorney

ATTEST:

Tonya R. Griener
Tonya R. Griener
Clerk to the Commissioners

APPROVED AS TO CONTENT:

Terry Peters
Terry Peters, Acting Director
Department of Public Works

25-0328 FRM 5/7/25
FIRST REGULAR MEETING

EXHIBIT "A"

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 125 of the 1st District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a 5/8 inch rebar found at the common Land Lot Corner of Land Lots 125, 160, 1250 and 1251, THENCE leaving said Land Lot Corner and proceed along the common Land Lot Line of Land Lots 125 and 160 South 01 degrees 01 minutes 56 seconds West a distance of 726.51 feet to a 1/2 inch rebar found; THENCE leaving said Land Lot Line North 89 degrees 40 minutes 11 seconds West a distance of 147.05 feet to a 1/2 inch rebar found; THENCE North 00 degrees 18 minutes 52 seconds East a distance of 219.73 feet to a 1/2 inch rebar found; THENCE North 89 degrees 36 minutes 18 seconds West a distance of 117.08 feet to a 1/2 inch rebar found; THENCE North 00 degrees 21 minutes 05 seconds East a distance of 250.03 feet to a 1/2 inch rebar found; THENCE North 89 degrees 33 minutes 13 seconds West a distance of 434.29 feet to a 1/2 inch rebar found at the northeastern right of way line of Webb Bridge Road (60' public right of way); THENCE leaving said right of way line North 49 degrees 24 minutes 24 seconds East a distance of 182.36 feet to a point; THENCE North 31 degrees 32 minutes 12 seconds East a distance of 159.50 feet to a point on the common Land Lot Line of Land Lots 125 and 1250; THENCE proceeding along said common Land Lot Line South 89 degrees 38 minutes 48 seconds East a distance of 35.64 feet to a 2 inch aluminum disk found; THENCE South 89 degrees 40 minutes 33 seconds East a distance of 24.39 feet to a 5/8 inch rebar found; THENCE South 89 degrees 38 minutes 42 seconds East a distance of 426.83 feet to a 5/8 inch rebar found, said rebar being the **TRUE POINT OF BEGINNING**.

Said tract contains 248,040 square feet or 5.69 acres.

And also including:

All that tract or parcel of land lying and being in Land Lot 125, 1st District, 1st Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows: Beginning at an iron pin set located on the easterly right of way line of Webb Bridge Road, 60 foot right of way, said iron pin set being located 320.77 feet southeasterly from the point of intersection of the easterly right of way line of Webb Bridge Road with the north land lot line of Land Lot 125 as measured along the easterly right of way line of Webb Bridge Road and following the curvature thereof; running thence north 89 degrees 00 minutes 14 seconds east a distance of 434.25 feet to an iron pin set; running thence south 00 degrees 59 minutes 59 seconds east a distance of 250.01 feet to an iron pin set; running thence south 89 degrees 00 minutes 01 seconds west a distance of 342.93 feet to an iron pin set located on the easterly right of way line of Webb Bridge Road; running thence northwesterly along the easterly right of way line of Webb Bridge Road and following the curvature thereof the following courses and distances: north 15 degrees 33 minutes 20 seconds west a distance of 47.33 feet, north 17 degrees 55 minutes 24 seconds west a distance of 52.81 feet, north 20 degrees 51 minutes 00 seconds west a distance of 48.54 feet, north 23 degrees 13 minutes 24 seconds west a distance of 55.93 feet, thence north 28 degrees 07 minutes 12 seconds west a distance of 62.36 feet to an iron pin set located on the easterly right of way line of Webb Bridge Road and being the point of beginning. Being a tract of 2.220 acres as shown on plat of survey for Clarence H. Shirley dated June 30, 1995, by Brumelow-Reese and Associates, Inc. (Rodney H. Reese, R.L.S.).

