

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 67453, Page 619
Deed Book 68710, Page 205

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 2nd day of April, 2025, 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. 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 205 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

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
11340 Lakefield Drive, Ste 140
Johns Creek, GA 30097

Re: 1 _____ District 2 _____ Section, Land Lot(s) 638, 639 & 654

Parcel Number: 12 249006070310

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

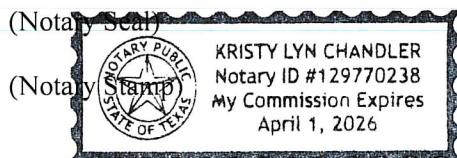
Signed sealed and delivered in the presence of

August

Unofficial Witness

Kristy Chandler

Notary Public
My Commission Expires: April 1, 2026



Veronica Edwards

Signature (Authorized Party to Bind Owner Entity)

Veronica Edwards, Authorized Representative

Signatory's Name and Title (printed)

Owner's Address: 5501 Headquarters Dr.
Suite 300W
Plano, Tx 75024

[Signatures continued on next page.]

Signed, sealed and delivered this 24 day of
April, 2024 in the presence of:

Dawn J. Peterson
Witness

[Notarial Seal]

APPROVED AS TO FORM

Y. Boo Jo
Y. Boo Jo, County Attorney

APPROVED AS TO CONTENT:

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

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

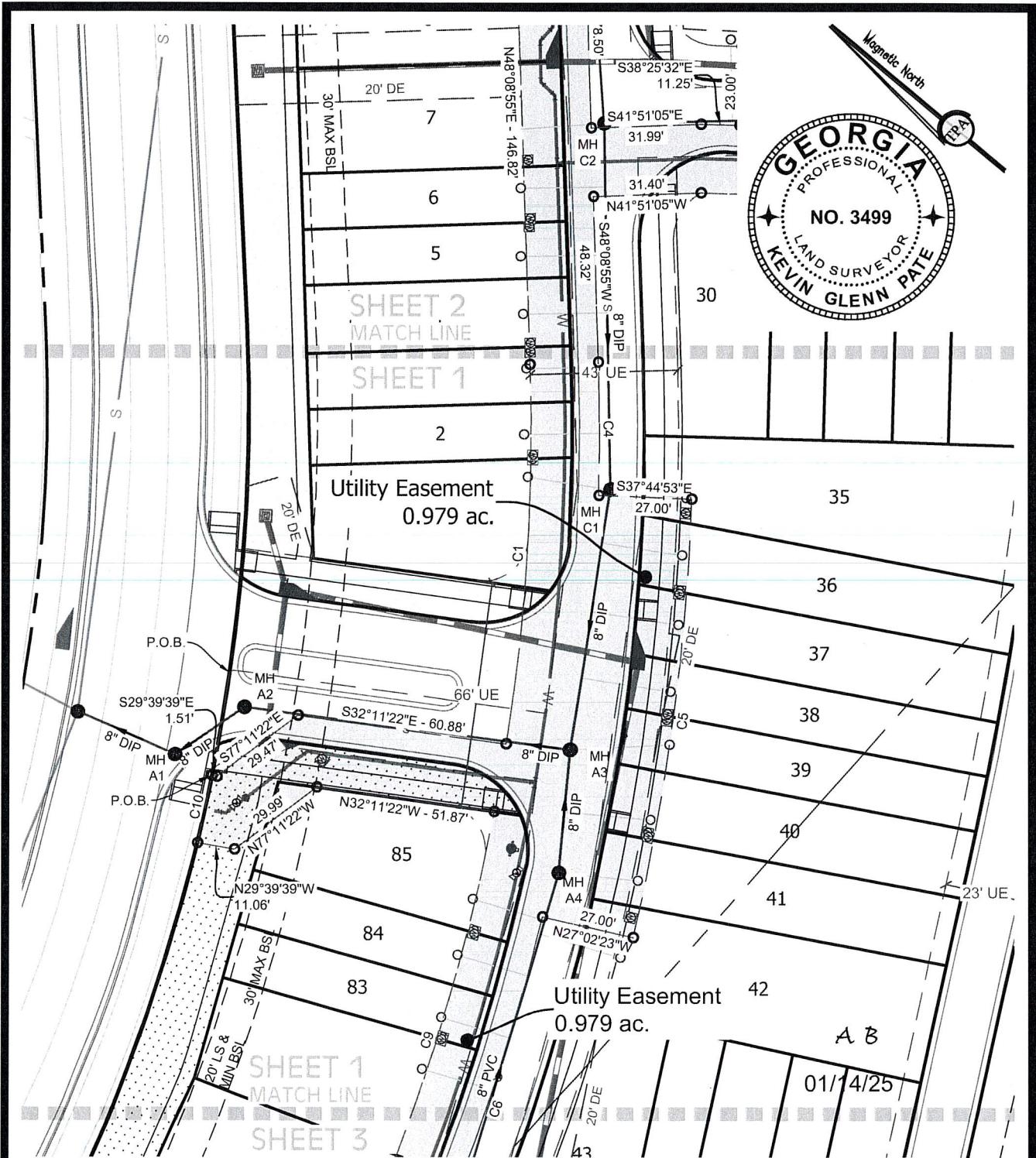
Robert L. Pitts
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Tonya R. Grier
Clerk to the Commission

ITEM #25-0243 FRM 4/2/25
FIRST REGULAR MEETING

EXHIBIT "A"

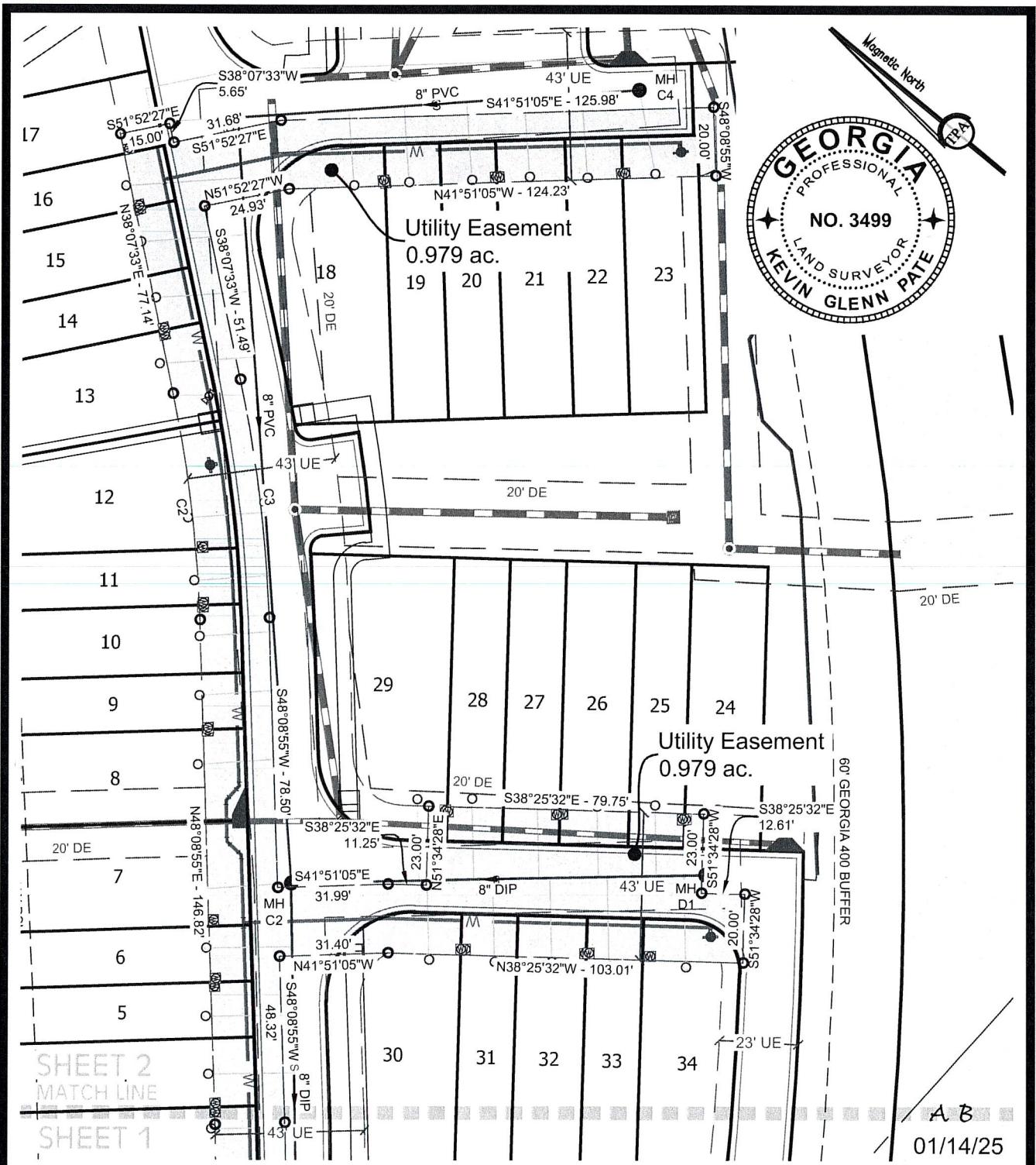


UTILITY EASEMENT EXHIBIT		PLAT DATE: 12/13/2024	
IVEYBROOKE		FIELD DATE:	
AUTHORIZED BY: JBGL Atlanta Group Development 2014, LLC		SCALE: 1" = 40'	
LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION		JN: 1-22-0530	
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA		FN: 101-A-2582	
TAX PARCEL ID: 12-249006070310		DRAWN BY: SH	
GRAPHIC SCALE - IN FEET			
SHEET NO: 1 of 6			



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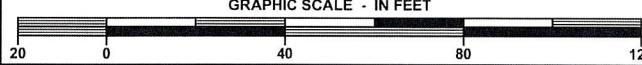
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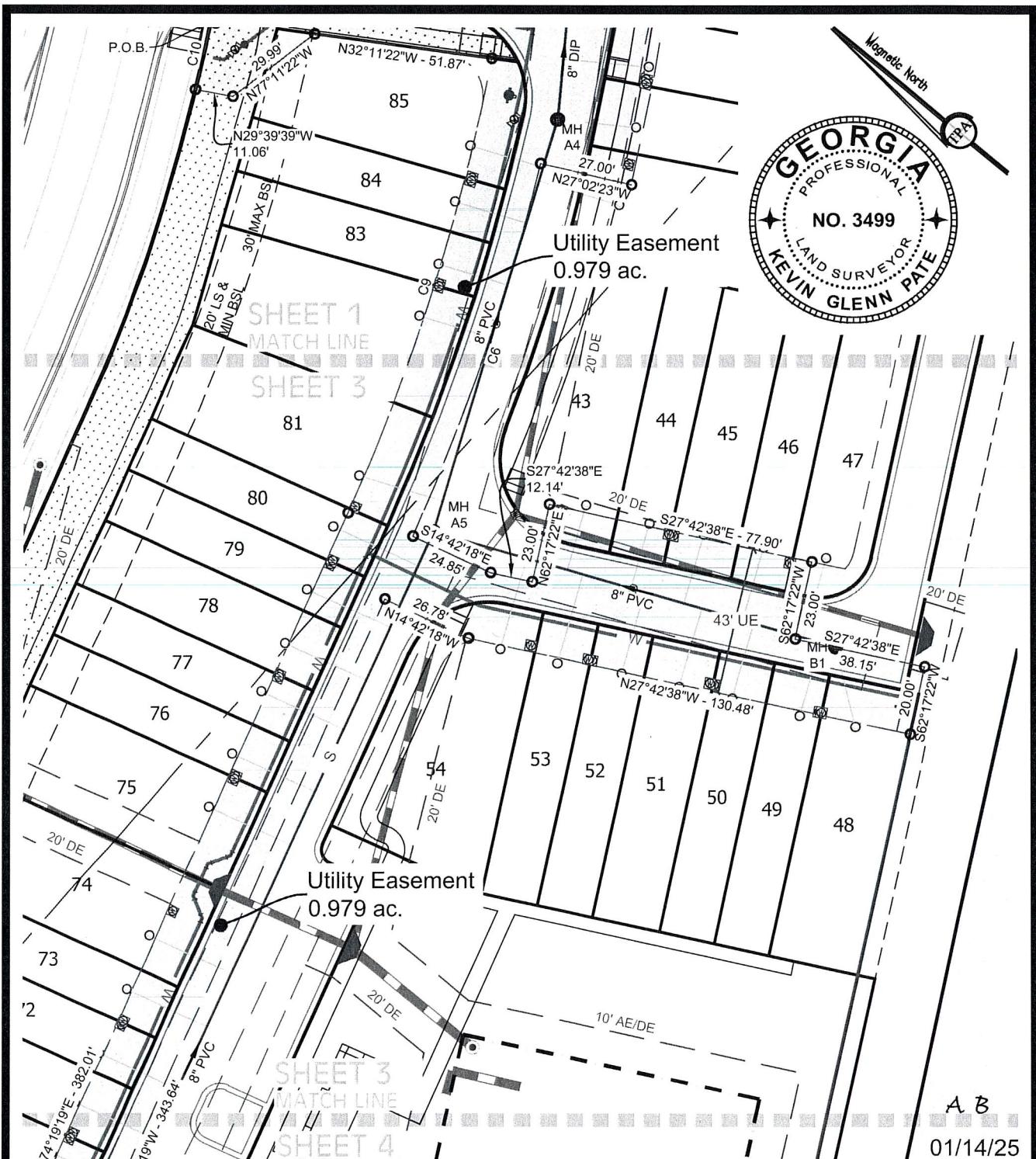
JN: 1-22-0530

FN: 101-A-2582

DRAWN BY: SH

SHEET NO: 2 of 6





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TAX PARCEL ID: 12-24900-6070310

PLAT DATE: 12/12/2024

FIELD RATE

FILED DATE:

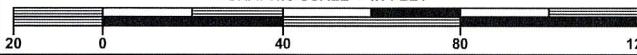
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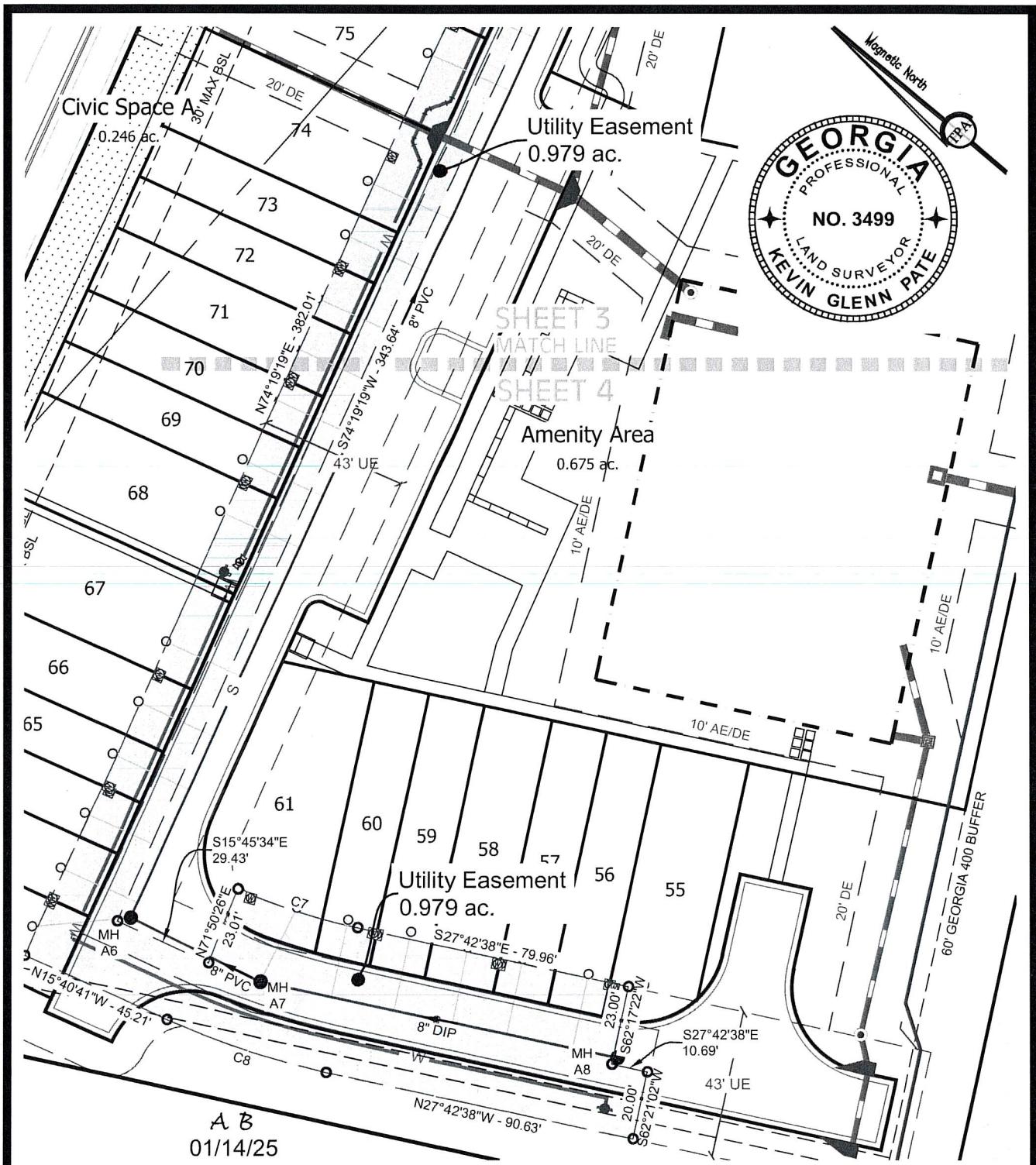
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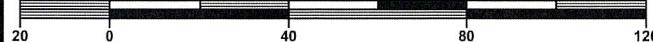
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SHEET NO: 3 of 6





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	<p>AUTHORIZED BY: JBGL Atlanta Group Development 2014, LLC</p> <p>LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA TAX PARCEL ID: 12-249006070310</p> <p>GRAPHIC SCALE - IN FEET</p> 		



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	110.93'	590.50'	N53°31'50"E	110.77'
C2	66.39'	379.50'	N43°08'14"E	66.30'
C3	69.88'	399.50'	S43°08'14"W	69.80'
C4	38.72'	610.50'	S49°57'56"W	38.72'
C5	129.15'	637.50'	S57°36'22"W	128.93'
C6	114.43'	610.50'	S68°47'57"W	114.26'
C7	36.67'	190.00'	S22°10'52"E	36.62'
C8	48.93'	233.00'	N21°41'39"W	48.84'
C9	138.80'	590.50'	N67°35'17"E	138.48'
C10	20.02'	539.08'	N62°28'27"E	20.01'



UTILITY EASEMENT EXHIBIT
IVEYBROOKE
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 LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
 CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
 TAX PARCEL ID: 12-249006070310

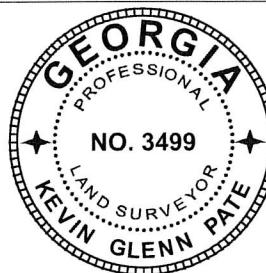
PLAT DATE: 12/13/2024
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 JN: 1-22-0530
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 DRAWN BY: SH
SHEET NO: 4 of 6

**DESCRIPTION OF
Iveybrooke Utility Easement**

All that tract or parcel of land lying and being in Land Lots 638, 639 and 654 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, being all of Parcel 2 as depicted on the Final Subdivision Plat for Rock Mill 400 recorded in Plat Book 430, Page 77, and being more particularly described as follows:

BEGINNING at a point, THENCE South 29 degrees 39 minutes 39 seconds East a distance of 1.51 feet to a point; THENCE South 77 degrees 11 minutes 22 seconds East a distance of 29.47 feet to a point; THENCE South 32 degrees 11 minutes 22 seconds East a distance of 60.88 feet to a point; THENCE along a curve to the left with a radius of 590.50 feet and an arc length of 110.93 feet, said curve having a chord bearing of North 53 degrees 31 minutes 50 seconds East and a chord distance of 110.77 feet to a point; THENCE North 48 degrees 08 minutes 55 seconds East a distance of 146.82 feet to a point; THENCE along a curve to the left with a radius of 379.50 feet and an arc length of 66.39 feet, said curve having a chord bearing of North 43 degrees 08 minutes 14 seconds East and a chord distance of 66.30 feet to a point; THENCE North 38 degrees 07 minutes 33 seconds East a distance of 77.14 feet to a point; THENCE South 51 degrees 52 minutes 27 seconds East a distance of 15.00 feet to a point; THENCE South 38 degrees 07 minutes 33 seconds West a distance of 5.65 feet to a point; THENCE South 51 degrees 52 minutes 27 seconds East a distance of 31.68 feet to a point; THENCE South 41 degrees 51 minutes 05 seconds East a distance of 125.98 feet to a point; THENCE South 48 degrees 08 minutes 55 seconds West a distance of 20.00 feet to a point; THENCE North 41 degrees 51 minutes 05 seconds West a distance of 124.23 feet to a point; THENCE North 51 degrees 52 minutes 27 seconds West a distance of 24.93 feet to a point; THENCE South 38 degrees 07 minutes 33 seconds West a distance of 51.49 feet to a point; THENCE along a curve to the right with a radius of 399.50 feet and an arc length of 69.88 feet, said curve having a chord bearing of South 43 degrees 08 minutes 14 seconds West and a chord distance of 69.80 feet to a point; THENCE South 48 degrees 08 minutes 55 seconds West a distance of 78.50 feet to a point; THENCE South 41 degrees 51 minutes 05 seconds East a distance of 31.99 feet to a point; THENCE South 38 degrees 25 minutes 32 seconds East a distance of 11.25 feet to a point; THENCE North 51 degrees 34 minutes 28 seconds East a distance of 23.00 feet to a point; THENCE South 38 degrees 25 minutes 32 seconds East a distance of 79.75 feet to a point; THENCE South 51 degrees 34 minutes 28 seconds West a distance of 23.00 feet to a point; THENCE South 38 degrees 25 minutes 32 seconds East a distance of 12.61 feet to a point; THENCE South 51 degrees 34 minutes 28 seconds West a distance of 20.00 feet to a point; THENCE North 38 degrees 25 minutes 32 seconds West a distance of 103.01 feet to a point; THENCE North 41 degrees 51 minutes 05 seconds West a distance of 31.40 feet to a point; THENCE South 48 degrees 08 minutes 55 seconds West a distance of 48.32 feet to a point; THENCE along a curve to the right with a radius of 610.50 feet and an arc length of 114.43 feet, said curve having a chord bearing of South 68 degrees 47 minutes 57 seconds West and a chord distance of 38.72 feet to a point; THENCE South 42 degrees 42 minutes 18 seconds East a distance of 24.85 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 12.14 feet to a point; THENCE North 62 degrees 17 minutes 22 seconds East a distance of 23.00 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 77.90 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 23.00 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 38.15 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 20.00 feet to a point; THENCE North 27 degrees 42 minutes 38 seconds West a distance of 130.48 feet to a point; THENCE North 14 degrees 42 minutes 18 seconds West a distance of 26.78 feet to a point; THENCE South 74 degrees 19 minutes 19 seconds West a distance of 343.64 feet to a point; THENCE South 15 degrees 45 minutes 34 seconds East a distance of 29.43 feet to a point; THENCE North 71 degrees 50 minutes 26 seconds East a distance of 23.01 feet to a point; THENCE along a curve to the left with a radius of 190.00 feet and an arc length of 36.67 feet, said curve having a chord bearing of South 22 degrees 10 minutes 52 seconds East and a chord distance of 36.62 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 79.96 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 23.00 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 10.69 feet to a point; THENCE South 62 degrees 21 minutes 02 seconds West a distance of 20.00 feet to a point; THENCE North 27 degrees 42 minutes 38 seconds West a distance of 90.63 feet to a point; THENCE along a curve to the right with a radius of 233.00 feet and an arc length of 48.93 feet, said curve having a chord bearing of North 21 degrees 41 minutes 39 seconds West and a chord distance of 48.84 feet to a point; THENCE North 15 degrees 40 minutes 41 seconds West a distance of 45.21 feet to a point; THENCE North 74 degrees 19 minutes 19 seconds East a distance of 382.01 feet to a point; THENCE along a curve to the left with a radius of 590.50 feet and an arc length of 138.80 feet, said curve having a chord bearing of North 67 degrees 35 minutes 17 seconds East and a chord distance of 138.48 feet to a point; THENCE North 32 degrees 11 minutes 22 seconds West a distance of 51.87 feet to a point; THENCE North 77 degrees 11 minutes 22 seconds West a distance of 29.99 feet to a point; THENCE North 29 degrees 39 minutes 39 seconds West a distance of 11.06 feet to a point; THENCE along a curve to the left with a radius of 539.08 feet and an arc length of 20.02 feet, said curve having a chord bearing of North 62 degrees 28 minutes 27 seconds East and a chord distance of 20.01 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 42,633 square feet or 0.98 acres.



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UTILITY EASEMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Atlanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

PLAT DATE: 12/13/2024

FIELD DATE:

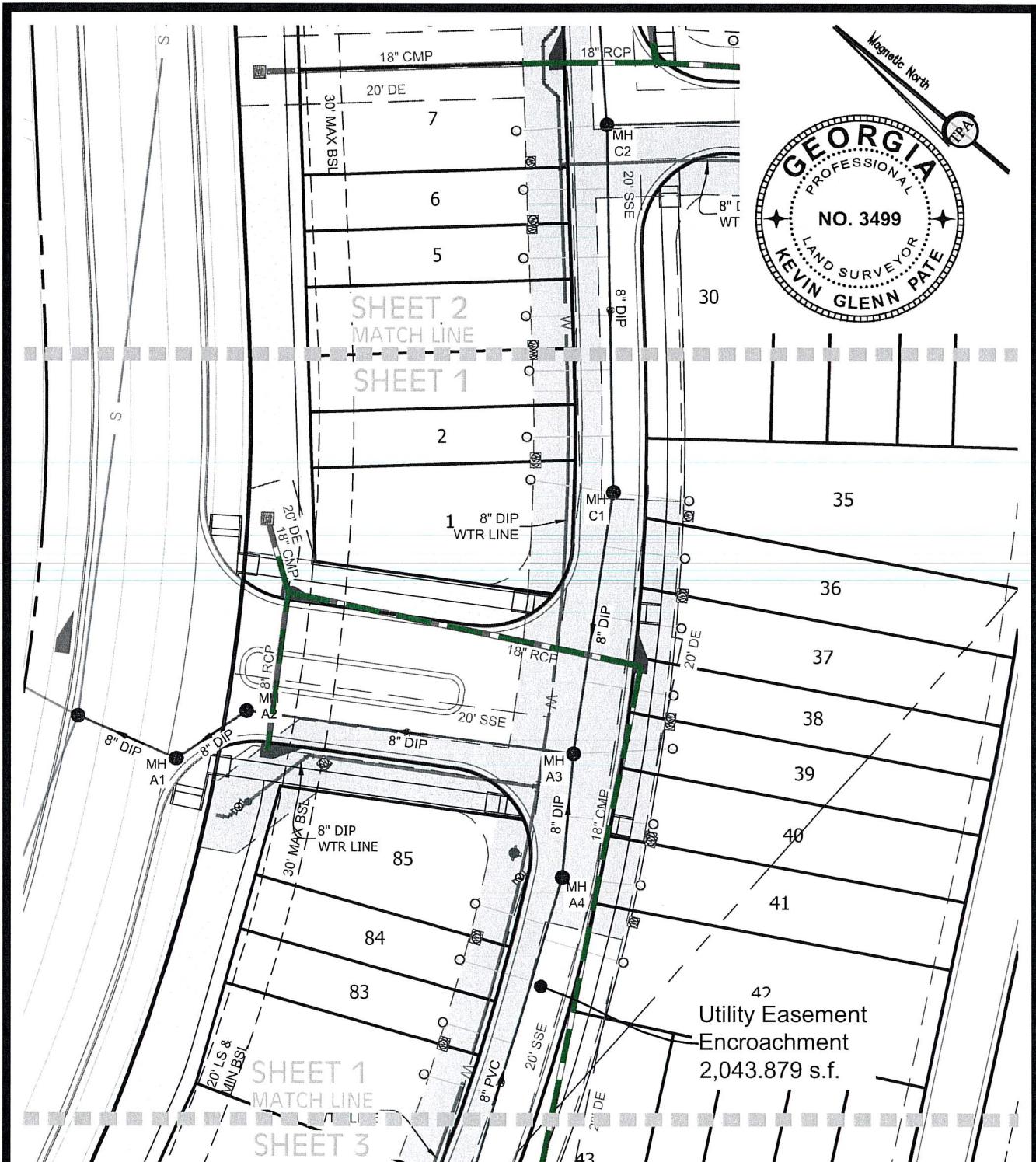
SCALE: N/A

JN: 1-22-0530

FN: 101-A-2582

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SHEET NO: 6 of 6



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UTILITY EASEMENT ENCROACHMENT EXHIBIT

IVEYBROOKE

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CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA**

PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: 1" = 40'

IN: 1-22-0530

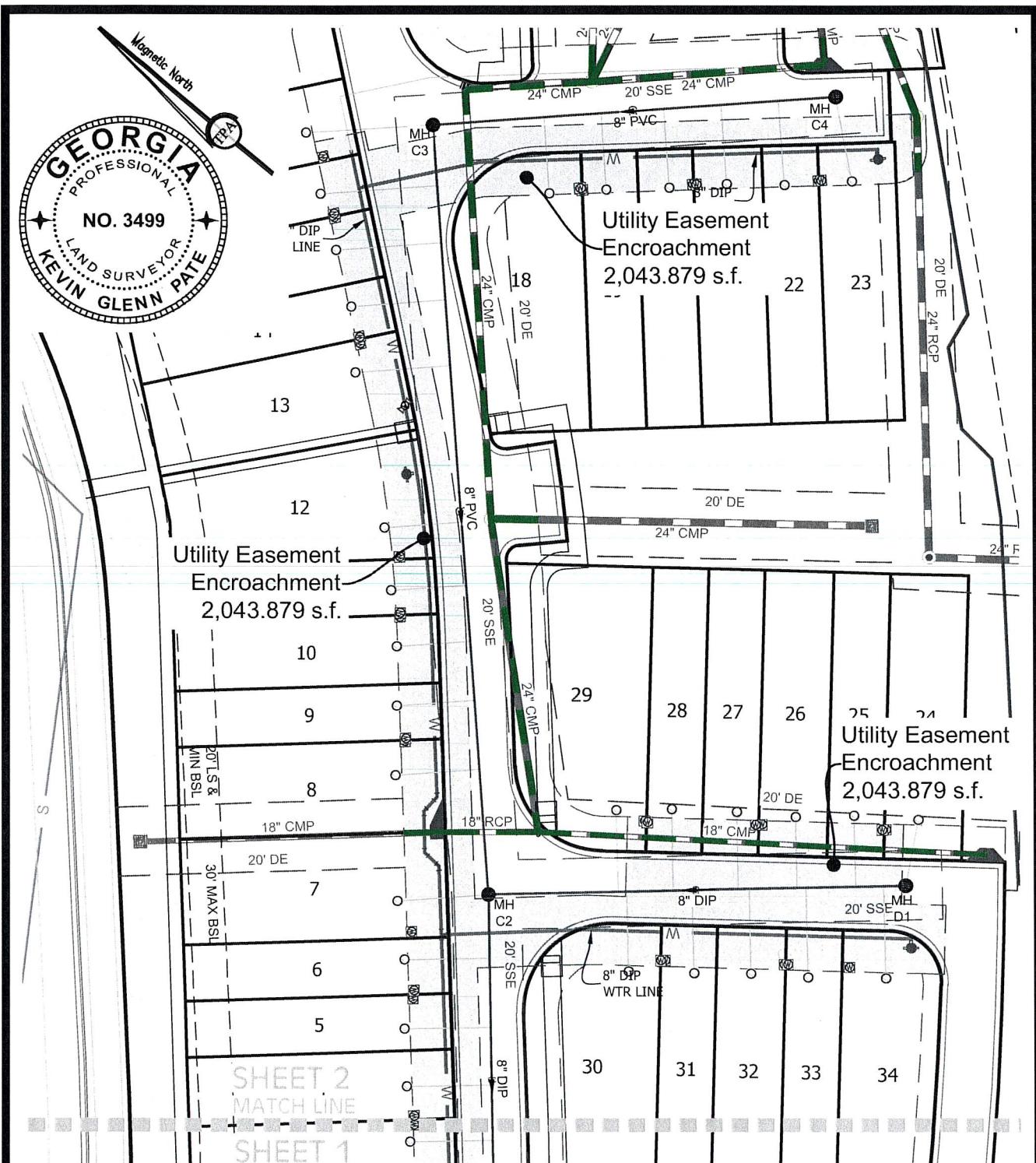
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SHEET NO: 1 of 4

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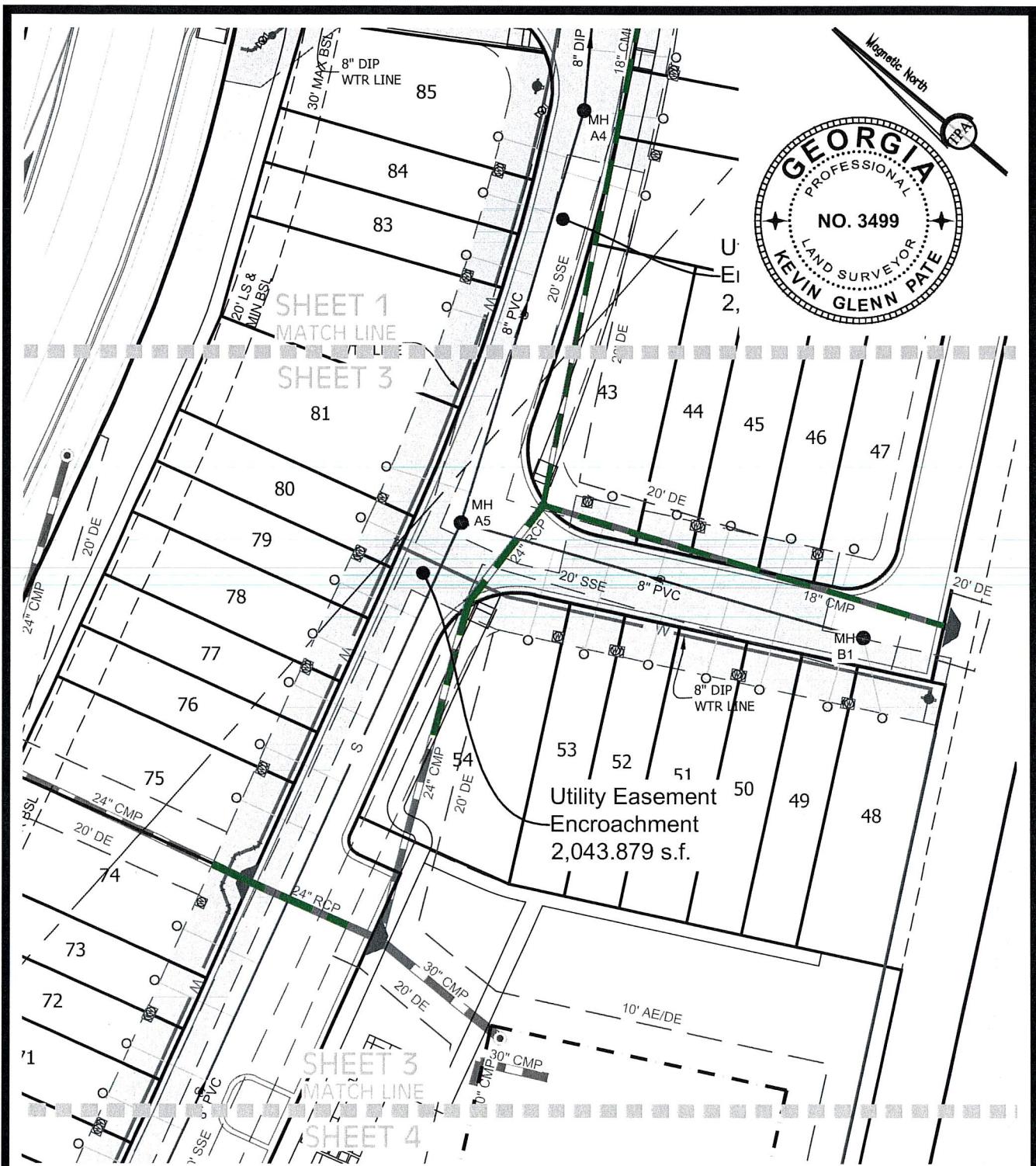
JN: 1-22-0530

FN: 191-A-2583

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SHEET NO: 2 of 4

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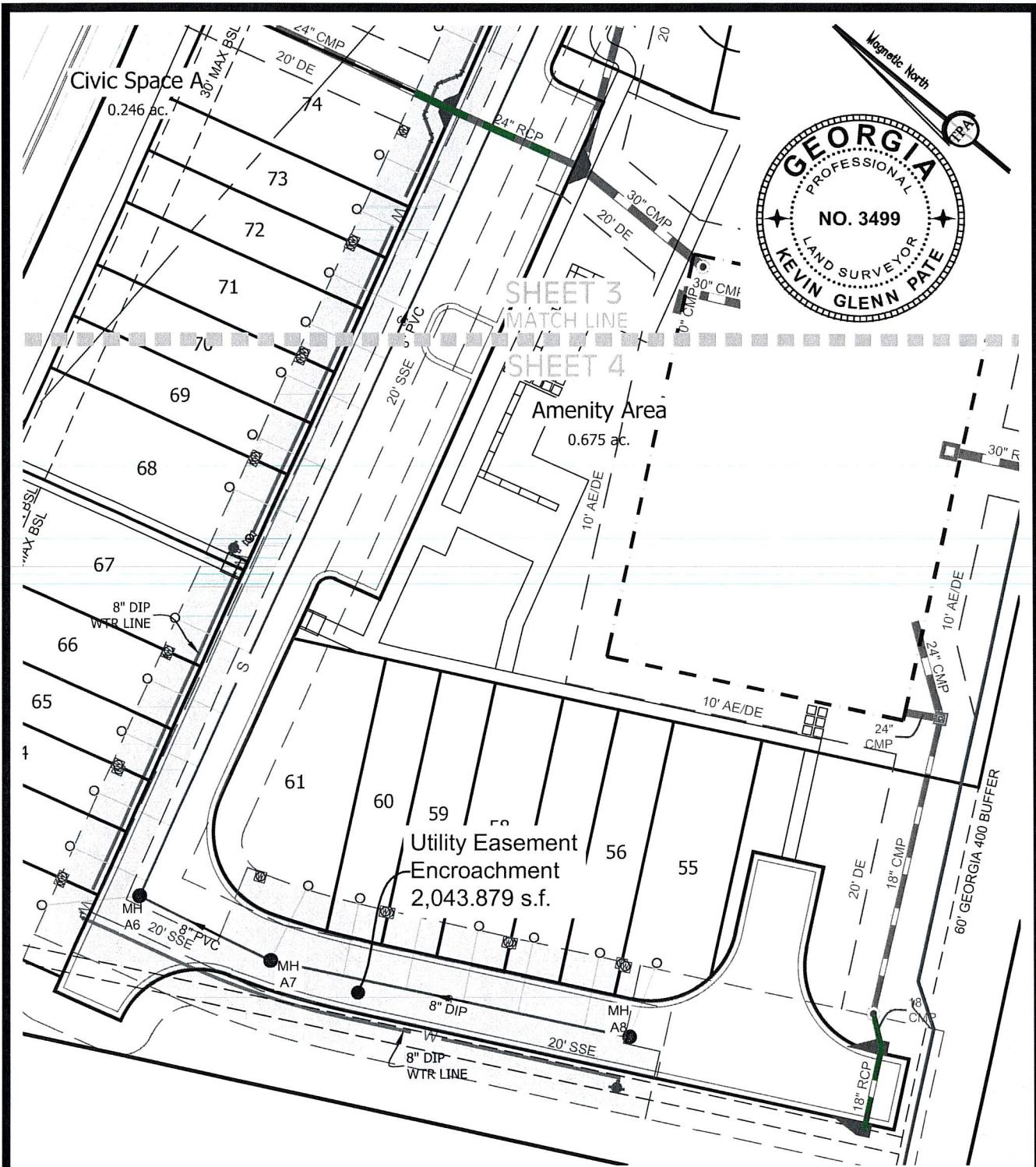
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SHEET NO: 3 of 4

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		SHEET NO: 4 of 4