

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 65126, Page 578
Deed Book 69126, Page 450

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Stonecutter Plummer Holdings, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 65126 578
Owner warrants that he is the full and true owner and has clear title to that certain property known as 5950 Plummer Road (enter address), and as more fully described in that certain conveyance recorded in Deed Book __, Page __ 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. 69126 450
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) __, Page __ 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: *Plummer*
Stonecutter ~~Plumbing~~ Holdings, LLC
621 North Ave NE - Ste C110
Atlanta, GA 30308

Re: 14FF District _____ Section, Land Lot(s) 117

Parcel Number: 14F0117 LL0501

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

MELVIN B FRANCISCO

Unofficial Witness

James R. Santoro

Notary Public

My Commission Expires: 07/18/26

(Notary Seal)

(Notary Stamp)

JAMES R. SANTORO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6436673
Qualified in New York County
Commission Expires 07/18/2026

Attest:

Clerk of Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

OWNER STONECUTTER RUNNER HOLDINGS LLC

[Signature]

Signature (Authorized Party to Bind Owner
Entity)

Scott Zucker - Authorized Signatory

Signatory's Name and Title (printed)

Owner's Address: 621 NORTH AVE NE - STE C110

ATLANTA, GA 30308

FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Property Legal Description

Variable Width Sewer Easement Tract 1

All that tract or parcel of land lying or being in Land Lot 117, 14FF District, City of South Fulton, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a concrete monument found at the intersection of the Westerly right-of-way of Camp Creek Parkway (Georgia Highway 6) (variable right-of-way) with the Southerly line of Land Lot 117; thence along said Land Lot Line North 89 degrees 03 minutes 12 seconds West, a distance of 364.30 feet to a point, said point being the **TRUE POINT OF BEGINNING**. Thence continuing along said Land Lot Line, North 89 degrees 03 minutes 12 seconds West a distance of 20.42 feet to a point; Thence leaving said Land Lot Line, North 10 degrees 43 minutes 48 seconds West a distance of 203.35 feet to a point; Thence North 05 degrees 24 minutes 44 seconds West a distance of 308.00 feet to a point; Thence North 05 degrees 57 minutes 20 seconds West a distance of 170.89 feet to a point; Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence North 05 degrees 38 minutes 26 seconds West a distance of 129.95 feet to a point; Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence North 05 degrees 38 minutes 28 seconds West a distance of 150.17 feet to a point; Thence North 06 degrees 20 minutes 10 seconds West a distance of 74.19 feet to a point; Thence South 83 degrees 50 minutes 42 seconds West a distance of 1.00 feet to a point; Thence North 06 degrees 20 minutes 10 seconds West a distance of 53.45 feet to a point; Thence North 17 degrees 25 minutes 29 seconds West a distance of 74.80 feet to a point; Thence South 71 degrees 56 minutes 48 seconds West a distance of 1.00 feet to a point; Thence North 17 degrees 25 minutes 28 seconds West a distance of 100.27 feet to a point; Thence North 16 degrees 57 minutes 01 seconds West a distance of 104.42 feet to a point; Thence North 73 degrees 02 minutes 59 seconds East a distance of 2.00 feet to a point; Thence North 16 degrees 57 minutes 01 seconds West a distance of 75.90 feet to a point; Thence North 75 degrees 38 minutes 15 seconds East a distance of 1.98 feet to a point; Thence North 10 degrees 09 minutes 10 seconds West a distance of 76.38 feet to a point; Thence North 79 degrees 50 minutes 50 seconds East a distance of 2.00 feet to a point; Thence North 10 degrees 09 minutes 10 seconds West a distance of 63.10 feet to a point; Thence North 07 degrees 06 minutes 06 seconds West a distance of 130.66 feet to a point; Thence South 83 degrees 09 minutes 50 seconds East a distance of 20.62 feet to a point; Thence South 07 degrees 05 minutes 37 seconds East a distance of 125.09 feet to a point; Thence South 10 degrees 09 minutes 13 seconds East a distance of 62.64 feet to a point; Thence North 79 degrees 50 minutes 50 seconds East a distance of 2.00 feet to a point; Thence South 10 degrees 09 minutes 13 seconds East a distance of 74.61 feet to a point; Thence North 75 degrees 38 minutes 15 seconds East a distance of 1.98 feet to a point; Thence South 16 degrees 57 minutes 00 seconds East a distance of 74.63 feet to a point; Thence North 73 degrees 02 minutes 59 seconds East a distance of 2.00 feet to a point; Thence South 16 degrees 57 minutes 00 seconds East a distance of 103.91 feet to a point; Thence South 17 degrees 25 minutes 30 seconds East a distance of 100.17 feet to a point; Thence South 71 degrees 56 minutes 48 seconds West a distance of 1.00 feet to a point; Thence South 17 degrees 25 minutes 29 seconds East a distance of 78.04 feet to a point; Thence South 06 degrees 20 minutes 10 seconds East a distance of 56.46 feet to a point; Thence South 83 degrees 50 minutes 42 seconds West a distance of 1.00 feet to a point; Thence South 06 degrees 20 minutes 08 seconds East a distance of 74.38 feet to a point; Thence South 05 degrees 38 minutes 27 seconds East a distance of 150.35 feet to a point;

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Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence South 05 degrees 38 minutes 27 seconds East a distance of 129.95 feet to a point; Thence South 84 degrees 35 minutes 15 seconds West a distance of 2.00 feet to a point; Thence South 05 degrees 57 minutes 20 seconds East a distance of 170.79 feet to a point; Thence South 05 degrees 24 minutes 44 seconds East a distance of 307.17 feet to a point; Thence South 10 degrees 43 minutes 48 seconds East a distance of 206.55 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

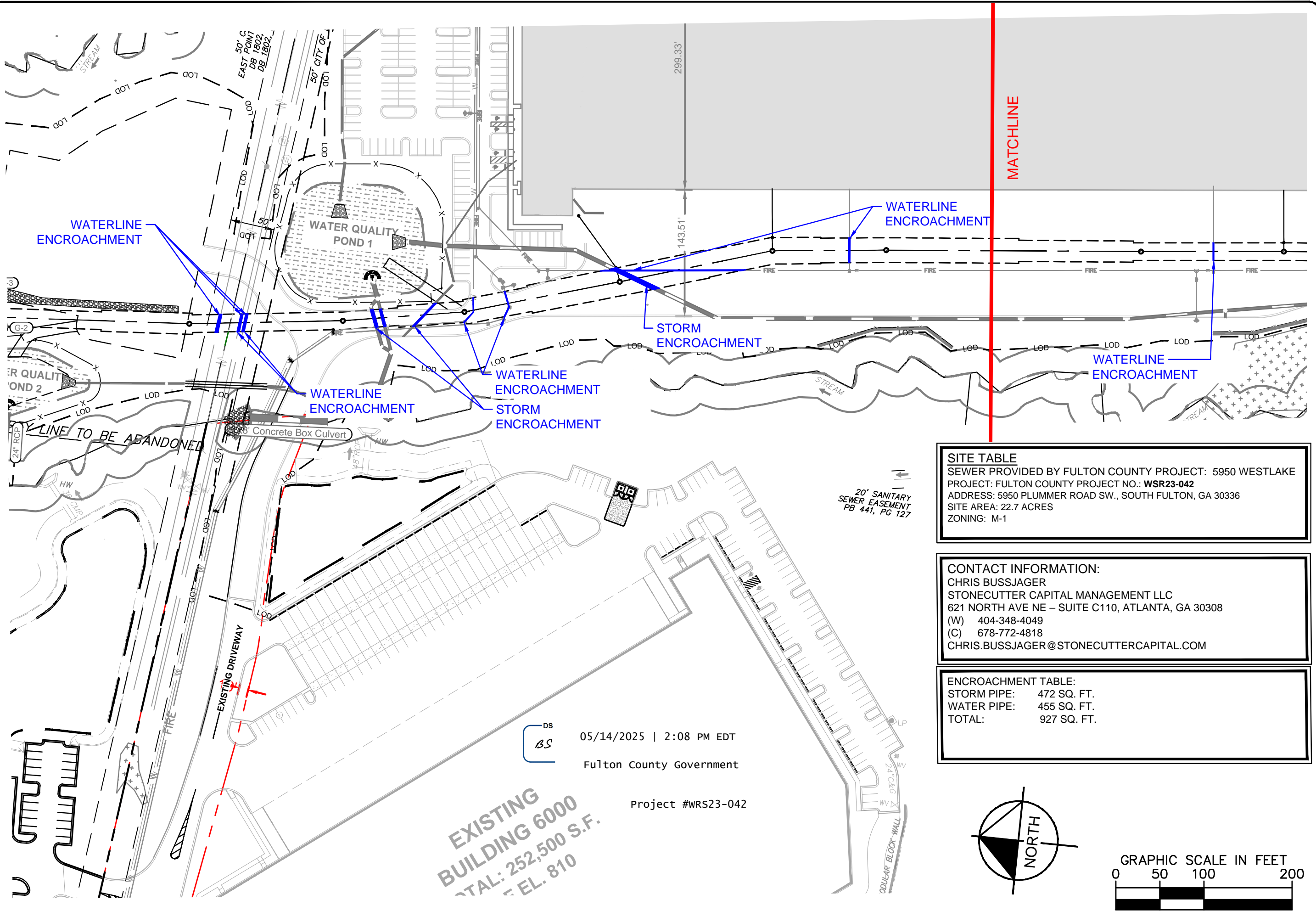
Said tract or parcel of land contains 0.948 Acres (41,288 sf).



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Fulton County Government

Project #WRS23-042



CLIENT:

STONECUTTER

**EASEMENT
ENCROACHMENT
PLAN - TRACT 1**

TITLE:

WESTLAKE 5950
TRACT 1

PROJECT:

JOB NO.: 019948023

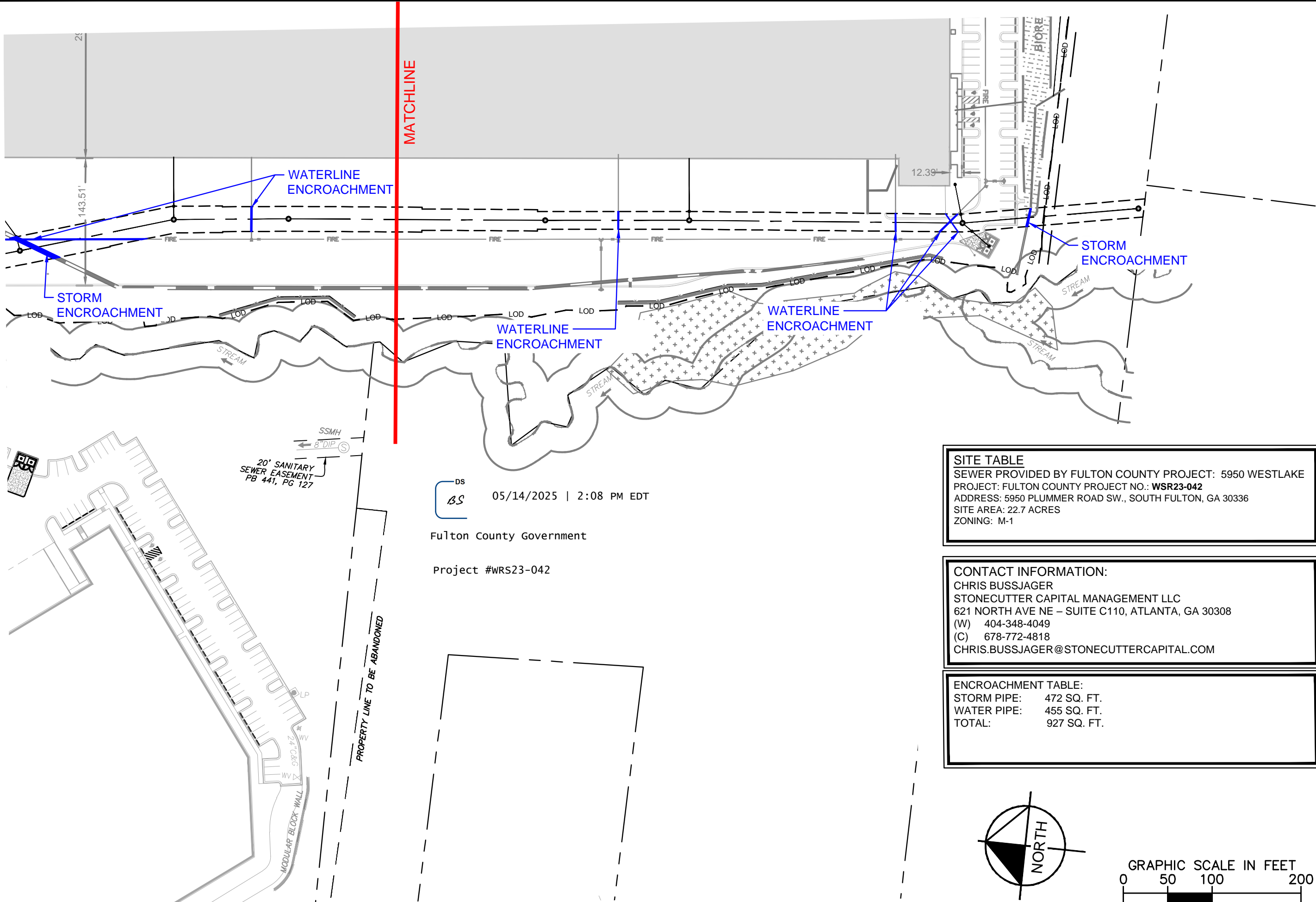
SCALE: 1" = 100'

DATE: 05/01/2025

SHEET:
EXHIBIT A
(1 of 2)

HEET:
EXHIBIT A
(1 of 2)

K:\ALP_PRJ\019948023_Westlake 5950\CAD\PlanSheets\C4-00 - UTILITY PLAN.dwg C4-00 sewer easement SC-EXHIBIT-1 (2) May 01, 2025 9:21am by: danny.taylor



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Fulton County Government

Project #WRS23-042

SITE TABLE

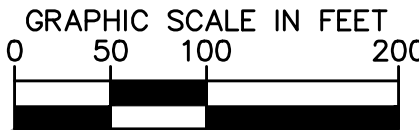
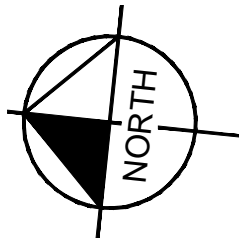
SEWER PROVIDED BY FULTON COUNTY PROJECT: 5950 WESTLAKE
PROJECT: FULTON COUNTY PROJECT NO.: **WSR23-042**
ADDRESS: 5950 PLUMMER ROAD SW., SOUTH FULTON, GA 30336
SITE AREA: 22.7 ACRES
ZONING: M-1

CONTACT INFORMATION:

CHRIS BUSSJAGER
STONECUTTER CAPITAL MANAGEMENT LLC
621 NORTH AVE NE – SUITE C110, ATLANTA, GA 30308
(W) 404-348-4049
(C) 678-772-4818
CHRIS.BUSSJAGER@STONECUTTERCAPITAL.COM

ENCROACHMENT TABLE:

STORM PIPE:	472 SQ. FT.
WATER PIPE:	455 SQ. FT.
TOTAL:	927 SQ. FT.



Kimley»Horn

CLIENT:

STONECUTTER

TITLE:

**EASEMENT
ENCROACHMENT
PLAN - TRACT 1**

PROJECT:

**WESTLAKE 5950
TRACT 1**

JOB NO.: 019948023

SCALE: 1" = 100'

DATE: 05/01/2025

SHEET:
**EXHIBIT A
(2 of 2)**