

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303
Parcel Number: 11 106003990399

Cross Reference

Deed/Plat Book 69289, Page 22
Deed Book 67662, Page 594

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

THIS AGREEMENT, made this ____ day of _____, 2025, between MEDLEY JOHNS CREEK PHASE 1 OWNER, LLC, a Delaware limited liability company, a property owner 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. 67662 594
Owner warrants that he is the full and true owner and has clear title to that certain property known as Phase 1 of Medley Johns Creek Project, 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. 69289 22
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 it, 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, its 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: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: Medley Johns Creek Phase I Owner, LLC
c/o Toro Development, LLC
6200 Avalon Boulevard
Alpharetta, Georgia 30009
Attn: John Kelley and Vicky Boyce
E-mail: john.kelley@torodevco.com
Vicky.boyce@torodevco.com

1st District, 1st Section, Land Lot(s) 398, 399, 400, 403, 404 and 405

Parcel Number: 11 106003990399

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

Signatures:

OWNER

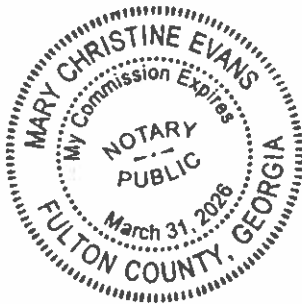
MEDLEY JOHNS CREEK PHASE I
OWNER, LLC, a Delaware limited liability
company

Signed sealed and delivered in the presence of


Unofficial Witness


Notary Public
My Commission Expires: 3/31/26

(Notary Seal)




Signature (Authorized Party to Bind Owner
Entity)

Vicky Boyce, Authorized Signatory

Signatory's Name and Title (printed)

Owner's Address: c/o Toro Development, LLC
6200 Avalon Boulevard
Alpharetta, Georgia 30009
Attn: John Kelley and Vicky Boyce
E-mail: john.kelley@torodevco.com
Vicky.boyce@torodevco.com

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day
of _____, 2025 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]

ATTEST:

APPROVED AS TO FORM:

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

The rights, easements and obligations granted herein pertain only to that portion of the Medley Johns Creek Development which is located on the Property described below:

Tract 1

All that tract or parcel of land lying and being in Land Lots 398, 399, 400, 403, 404 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and running along the southwesterly proposed Right of Way of McGinnis Ferry Road the following courses: thence running along a curve to the right an arc length of 434.61 feet, (said curve having a radius of 1005.00 feet, with a chord bearing of South 40° 55' 29" East, and a chord length of 431.23 feet) to a point; thence South 28° 32' 10" East a distance of 160.00 feet to an iron pin set; thence North 61° 27' 50" East a distance of 13.00 feet to an iron pin set; thence South 28° 32' 10" East a distance of 444.22 feet to an iron pin set; thence leaving said proposed Right of Way and running South 58° 15' 59" West a distance of 38.07 feet to an iron pin set; thence South 35° 28' 20" West a distance of 873.20 feet to a mag nail set; thence South 54° 47' 00" East a distance of 460.71 feet to an iron pin set on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the left an arc length of 242.74 feet, (said curve having a radius of 752.20 feet, with a chord bearing of South 66° 37' 31" West, and a chord length of 241.69 feet) to a point; thence South 57° 24' 04" West a distance of 107.97 feet to a point; thence running along a curve to the right an arc length of 233.61 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 65° 57' 13" West, and a chord length of 232.75 feet) to an iron pin set; thence leaving proposed Right of Way and running North 34° 57' 50" East a distance of 458.80 feet to an iron pin set; thence North 34° 56' 27" East a distance of 3.50 feet to a point; thence running along a curve to the left an arc length of 23.56 feet, (said curve having a radius of 15.00 feet, with a chord bearing of North 10° 02' 11" West, and a chord length of 21.21 feet) to a point; thence North 55° 02' 11" West a distance of 93.00 feet to a point; thence South 34° 57' 49" West a distance of 19.01 feet to a point; thence North 55° 02' 11" West a distance of 125.00 feet to a point; thence North 34° 57' 49" East a distance of 270.50 feet to a point; thence North 55° 02' 11" West a distance of 198.00 feet to a point; thence South 34° 57' 49" West a distance of 682.50 feet to a point; thence South 55° 02' 11" East a distance of 165.81 feet to a point; thence running along a curve to the right an arc length of 105.66 feet, (said curve having a radius of 84.50 feet, with a chord bearing of South 19° 12' 53" East, and a chord length of 98.91 feet) to a point; thence along a curve to the left an arc length of 114.03 feet, (said curve having a radius of 375.50 feet, with a chord bearing of South 07° 54' 24" West, and a chord length of 113.60 feet) to a point; thence South 00° 47' 35" East a distance of 11.63 feet to a point on the northerly proposed Right of Way of Lakefield Drive; thence running along said proposed Right of Way along a curve to the right an arc length of 49.01 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 89° 12' 26" West, and a chord length of 49.00 feet) to a point; thence leaving the proposed Right of Way

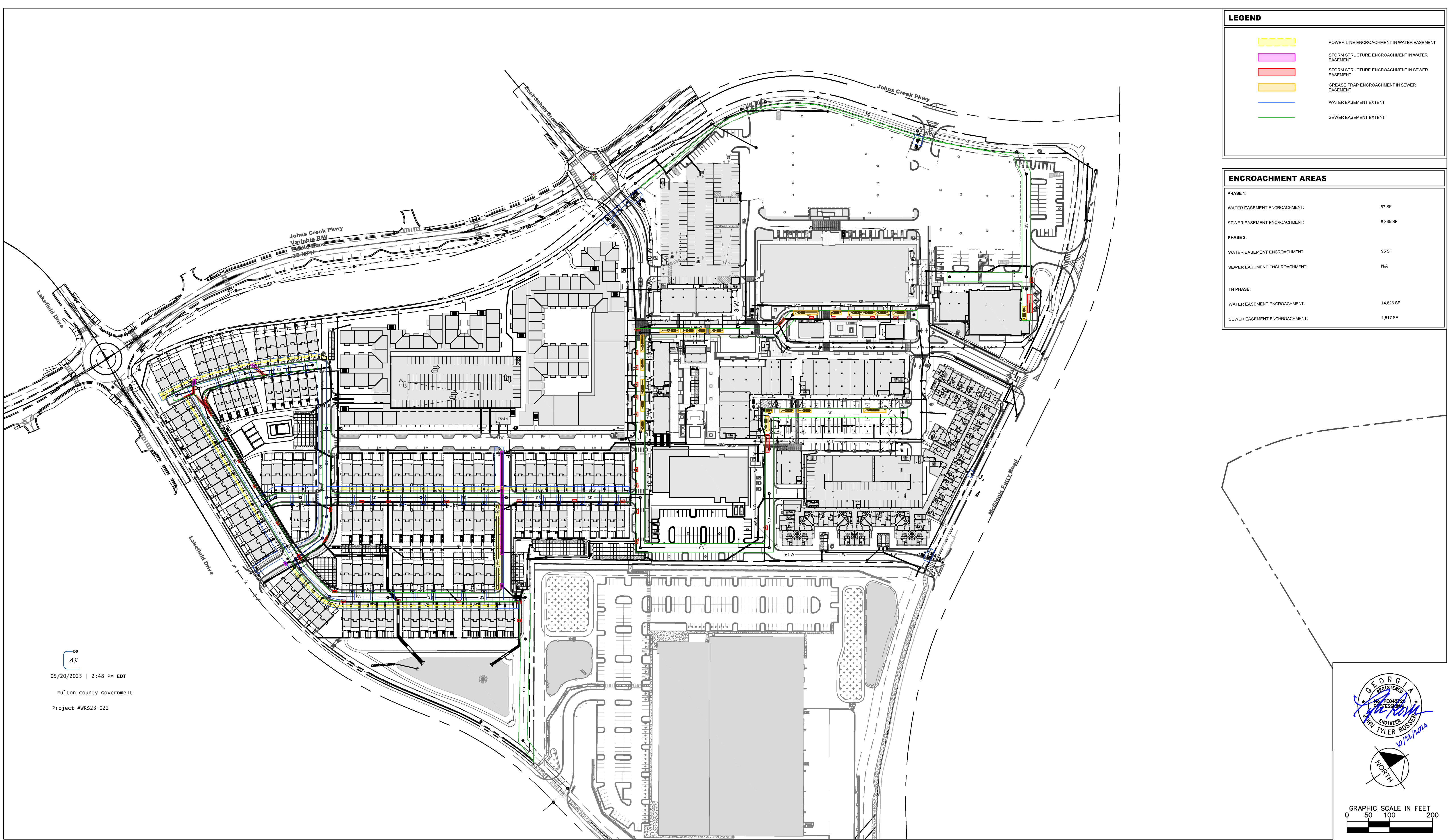
and running North 00° 47' 35" West a distance of 11.63 feet to a point; thence running along a curve to the right an arc length of 128.91 feet, (said curve having a radius of 424.50 feet, with a chord bearing of North 07° 54' 24" East, and a chord length of 128.42 feet) to a point; thence along a curve to the left an arc length of 44.39 feet, (said curve having a radius of 35.50 feet, with a chord bearing of North 19° 12' 53" West, and a chord length of 41.55 feet) to a point; thence North 55° 02' 11" West a distance of 218.81 feet to a found; thence North 34° 57' 49" East a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 272.98 feet to an iron pin set; thence North 58° 52' 25" West a distance of 82.18 feet to an iron pin set; thence North 55° 02' 11" West a distance of 44.68 feet to an iron pin set; thence running along a curve to the left an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of North 75° 01' 53" West, and a chord length of 104.63 feet) to an iron pin set; thence South 84° 58' 25" West a distance of 20.15 feet to an iron pin set on the easterly proposed Right of Way of Johns Creek Parkway; thence running along said proposed Right of Way the following courses: North 05° 01' 35" West a distance of 263.98 feet to a point; thence running along a curve to the right an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of North 23° 58' 36" East, and a chord length of 338.23 feet) to a point; thence North 53° 01' 31" East a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of North 46° 26' 01" East, and a chord length of 227.48 feet) to a point; thence along a curve to the left an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of North 35° 39' 57" East, and a chord length of 144.63 feet) to a point on the aforementioned miter; thence running along said miter North 67° 41' 45" East a distance of 31.97 feet to the TRUE POINT OF BEGINNING.

Said tract contains 24.533 Acres (1,068,642 Square Feet).

Parcel Number: 11 106003990399

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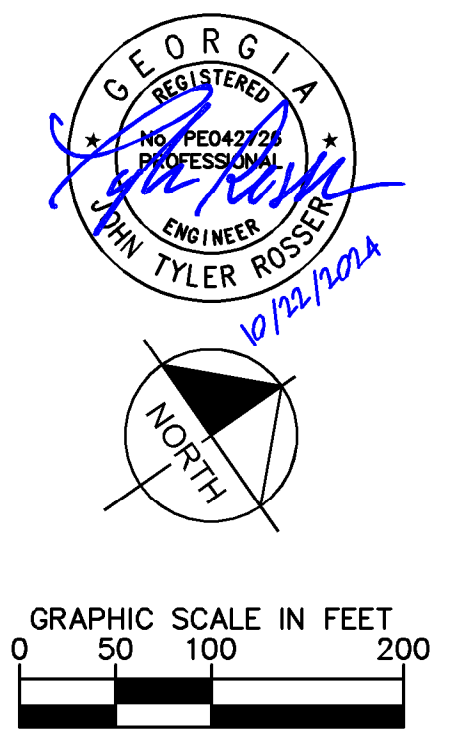
K:\ATL_Civil\014602003_Toro Johns Creek\CAD\Exhibits\2025-02-17 Revised Encroachment Exhibit.dwg EXHIBIT Feb 17, 2025 1:12pm by: dhruv.patel



LEGEND	
	POWER LINE ENCROACHMENT IN WATER EASEMENT
	STORM STRUCTURE ENCROACHMENT IN WATER EASEMENT
	STORM STRUCTURE ENCROACHMENT IN SEWER EASEMENT
	GREASE TRAP ENCROACHMENT IN SEWER EASEMENT
	WATER EASEMENT EXTENT
	SEWER EASEMENT EXTENT

ENCROACHMENT AREAS	
PHASE 1:	
WATER EASEMENT ENCROACHMENT:	67 SF
SEWER EASEMENT ENCROACHMENT:	8,365 SF
PHASE 2:	
WATER EASEMENT ENCROACHMENT:	95 SF
SEWER EASEMENT ENCROACHMENT:	N/A
TH PHASE:	
WATER EASEMENT ENCROACHMENT:	14,826 SF
SEWER EASEMENT ENCROACHMENT:	1,517 SF

05/20/2025 | 2:48 PM EDT
Fulton County Government
Project #WRS23-022



Kimley»Horn
3930 EAST JONES BRIDGE ROAD THE FORUM, SUITE 350 NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

TITLE:
**EASEMENT
ENCROACHMENT
EXHIBIT**

PROJECT:
**MEDLEY-JOHNS CREEK
TOWN CENTER**

CLIENT:
**TORO DEVELOPMENT
COMPANY**

JOB NUMBER: 014602003
SCALE: 1" = 100'
DATE: 02/17/2025
SHEET: **EXHIBIT A**