

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 66116, Page 9
Deed Book _____, Page _____

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

cc THIS AGREEMENT made this 18th day of January ³2022, between JEN GEORGIA 18,
a property owner within Fulton County, Georgia, his successors, affiliates and assigns,
as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of
Georgia ("County").

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

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known
as 314 Thompson Street ETAL, and as more fully described
in that certain conveyance recorded in Deed Book 65499, Page 129 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.

Previously, Fulton County was granted a water meter easement, as referenced in and recorded at
Deed Book _____, Page _____ of Fulton County, Georgia records, and hereby grants Owner a
License to enter within portions of its water meter 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 the 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 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.

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: JEN GEORGIA 18 LLC

Re: 1st District 2nd Section, Land Lot(s) 802

Parcel Number: 12 284108020061 12 284108020475
12 284108020830 12 284108020467
12 284108020749 12 284108020442
12 284108020491 12 284108020772
12 284108020764 12 284108020780
12 284108020624 12 284108020616
12 284108020525 12 284008030376

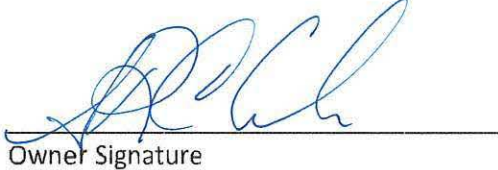
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

OWNER (Authorized Party to Bind Said Entity)


Unofficial Witness


Owner Signature


Notary Public

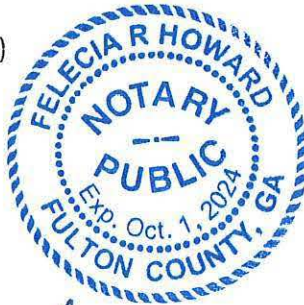
My Commission Expires: 10/01/2024

Owner's Address: _____

70 academy street +
Alpharetta, Ga 30009

(Notary Seal)

(Notary Stamp)



Attest:



APPROVED AS TO CONTENT:


David E. Clark, Director
Department of Public Works

FULTON COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners

APPROVED AS TO FORM:


County Attorney

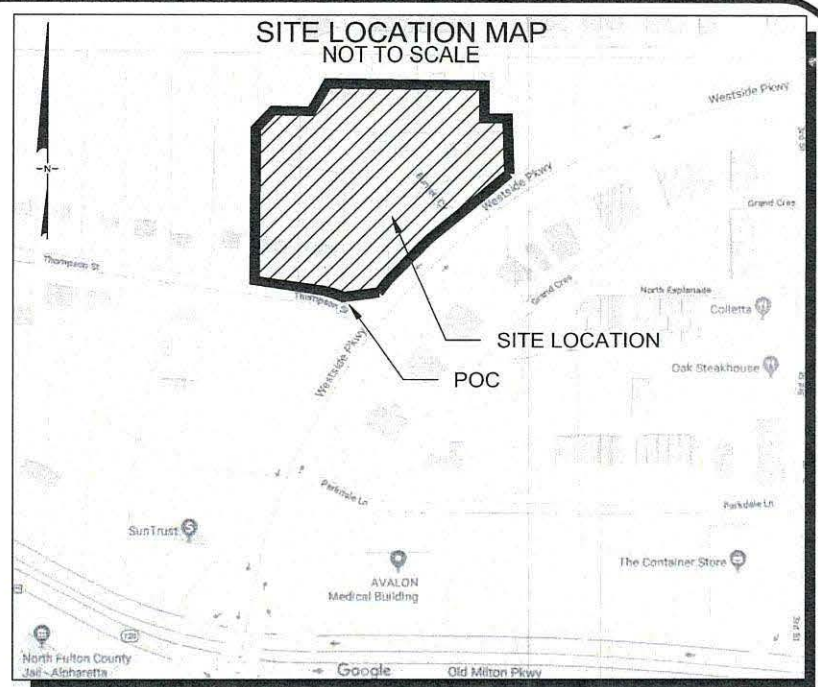
Line Table		
Line #	Length	Direction
L1	13.57	N81°24'08"W
L2	75.35	N00°23'21"E
L3	12.01	N89°36'39"W
L4	4.00	N00°23'21"E
L5	12.01	S89°36'39"E
L6	8.77	N00°23'21"E
L7	89.62	N89°19'46"W
L8	208.92	N00°41'50"E
L9	24.13	S89°30'19"E
L10	19.96	S00°44'50"W
L11	4.11	N89°30'19"W
L12	169.02	S00°41'50"W
L13	107.72	S89°19'46"E
L14	17.59	N00°57'12"E
L15	20.00	S89°02'48"E
L16	17.49	S00°57'12"W
L17	82.11	S89°19'46"E
L18	28.76	N01°03'10"E
L19	23.31	N89°18'24"W
L20	4.00	N00°41'36"E

Line Table		
Line #	Length	Direction
L21	23.33	S89°18'24"E
L22	17.32	N01°03'10"E
L23	22.96	N89°10'59"W
L24	10.00	N00°44'41"E
L25	23.01	S89°19'27"E
L26	37.70	N01°03'10"E
L27	23.27	N89°11'52"W
L28	10.00	N00°44'41"E
L29	23.33	S89°17'36"E
L30	38.53	N01°03'10"E
L31	23.59	N89°52'13"W
L32	10.00	N00°44'41"E
L33	23.64	S89°19'27"E
L34	76.71	N01°03'10"E
L35	267.33	S89°18'48"E
L36	12.23	S01°51'12"W
L37	37.89	S00°11'23"E
L38	20.00	S89°48'37"W
L39	30.42	N00°11'23"W
L40	13.75	N89°18'48"W

Line Table		
Line #	Length	Direction
L41	20.44	S00°43'36"W
L42	10.00	N89°19'18"W
L43	20.44	N00°40'33"E
L44	38.37	N89°18'48"W
L45	20.45	S00°00'28"E
L46	10.00	N89°19'18"W
L47	20.45	N00°43'49"E
L48	37.77	N89°18'48"W
L49	20.46	S00°43'49"W
L50	10.00	N89°19'18"W
L51	20.46	N00°40'33"E
L52	86.13	N89°18'48"W
L53	18.64	S00°29'36"W
L54	21.72	N89°30'24"W
L55	214.18	S01°03'10"W
L56	140.09	N89°19'46"W
L57	8.67	S00°22'59"W
L58	16.00	S89°36'39"E
L59	4.00	S00°23'21"W
L60	16.00	N89°36'39"W

Line Table		
Line #	Length	Direction
L61	75.35	S00°23'21"W

SITE ADDRESS:
 314, 332, 344, 400 THOMPSON ST. & 20,
 30, 34, 35, 45, 55, 65 BURNETT DRIVE,
 ALPHARETTA GA.



Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	6.52	236.44	N80°11'14"W	6.52
C2	17.97	350.01	N01°51'09"E	17.97
C3	20.98	369.99	S02°00'23"W	20.97

ENCROACHMENT TABLE
 PLANTERS - 347 SQ. FT.
 STORMWATER PIPE - 170 SQ. FT.



Planners & Engineers Collaborative+
 LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
 ARBORISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES
 350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
 (770)451-2741 WWW.PEC.PLUS
 C.O.A.-LSF000004

LDP NUMBER: 21-057WR

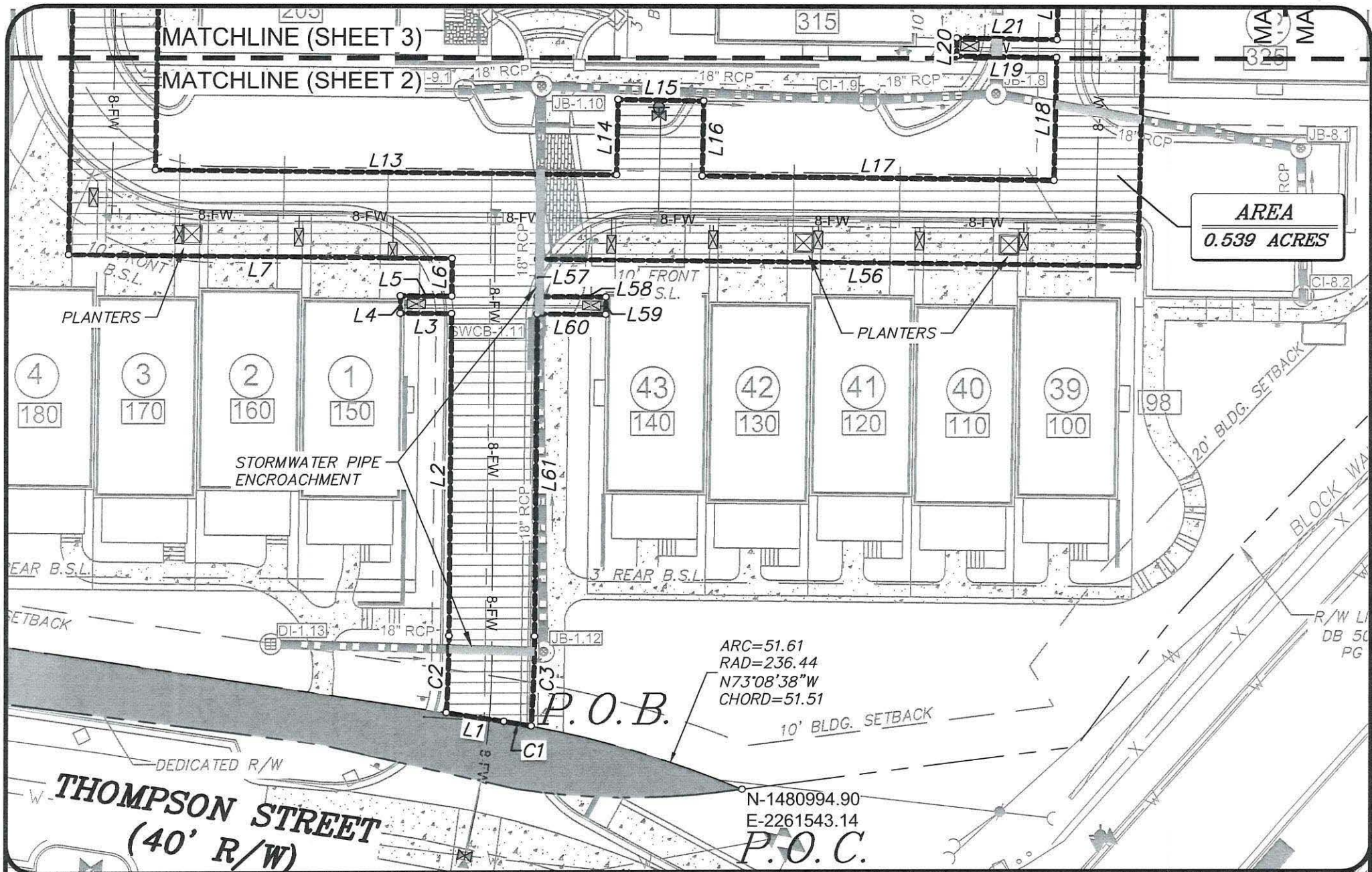
COUNTY FULTON
 STATE OF GEORGIA
 CITY OF ALPHARETTA
 LAND LOT(S) 802
 DISTRICT 1st SECTION 2nd

WATER EASEMENT EXHIBIT
FOR:
CHISWICK PARK



SHEET 1 OF 4

DRAWN BY: FA
 CHECKED BY: FA
 FILE NO.: 16182.00
 DATE: 01/10/23
 SCALE: 1"=30'



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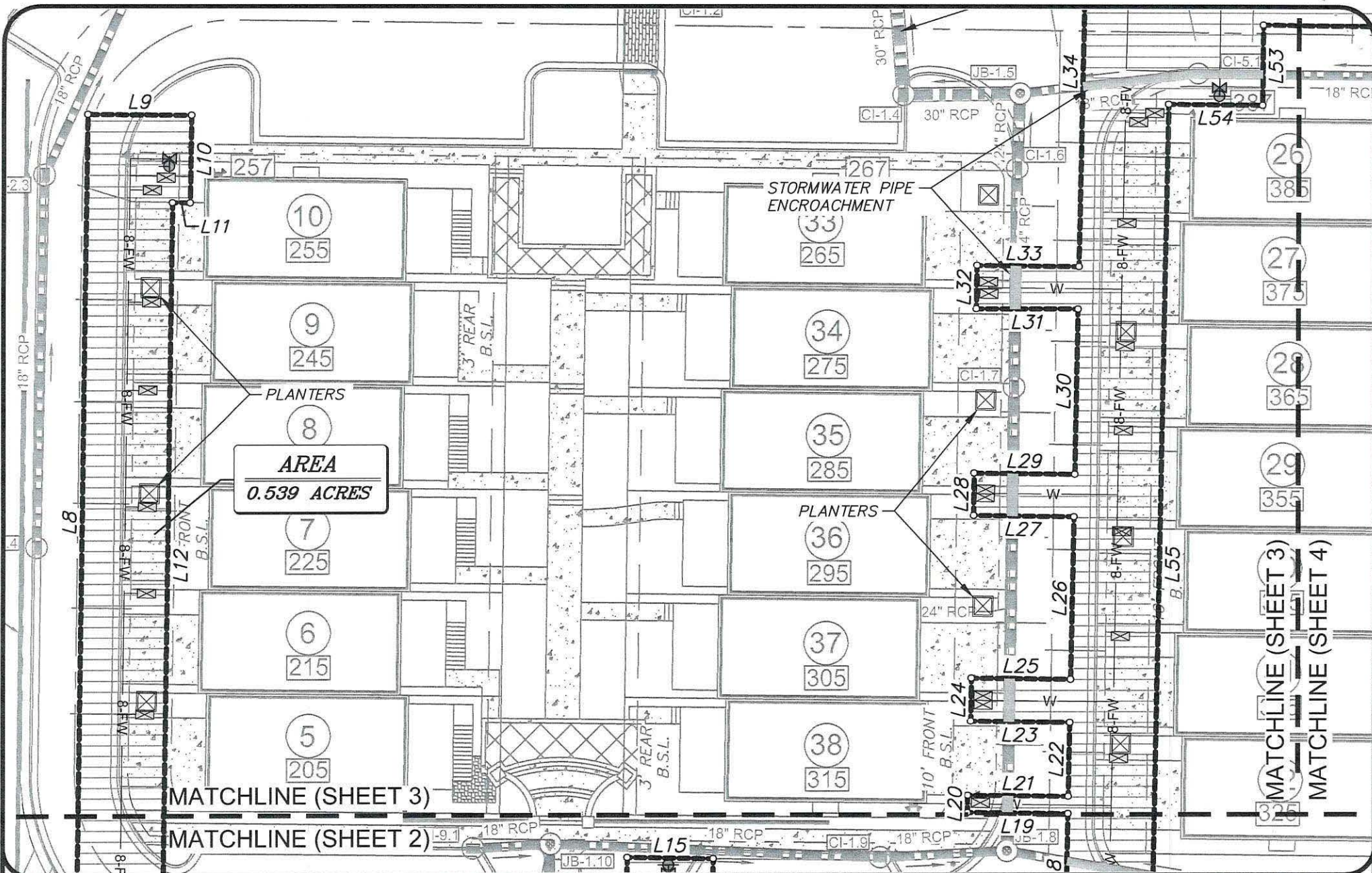
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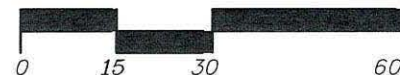
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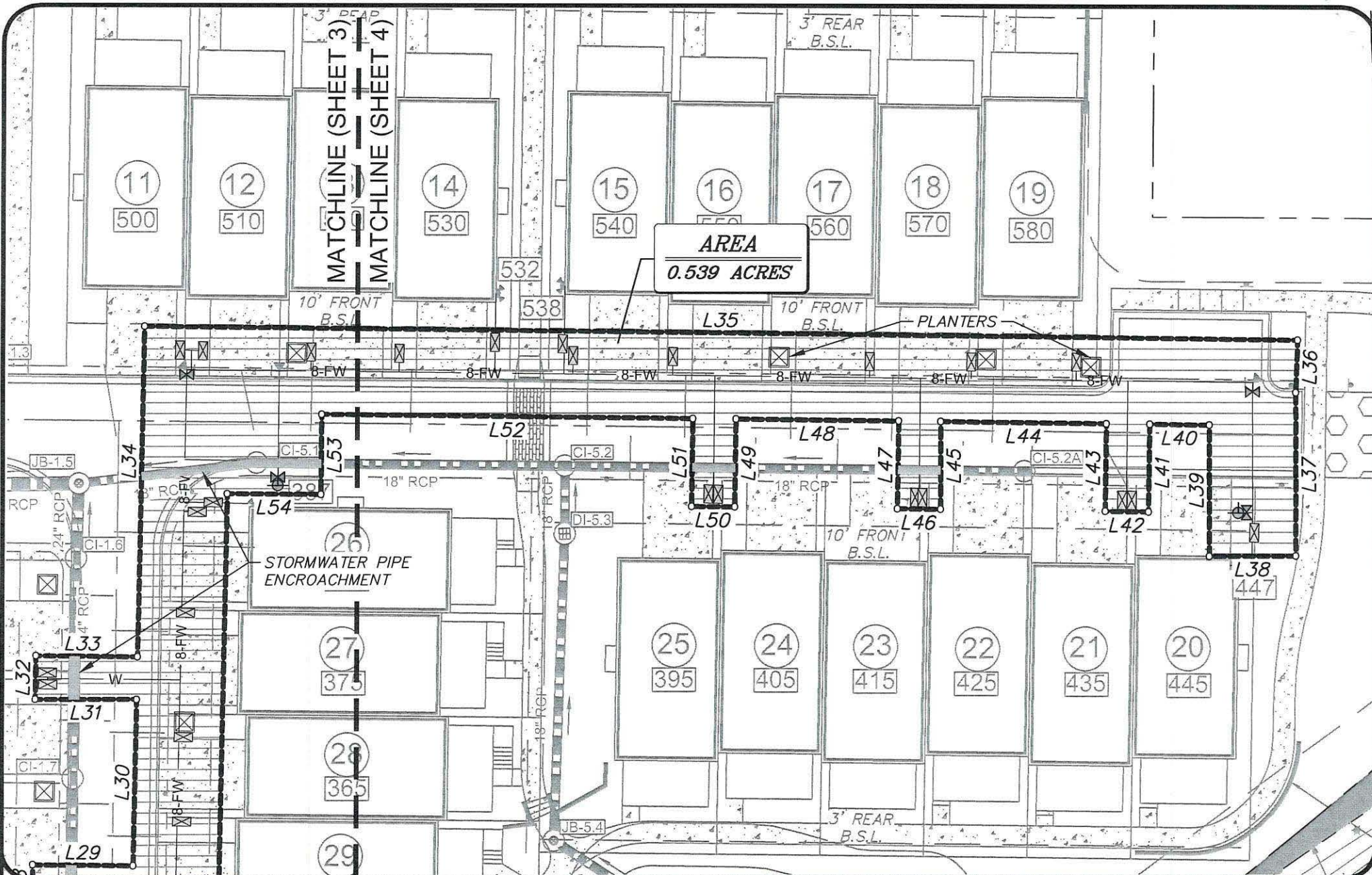
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