

**Decorative Sidewalk and/or Driveway Apron**

WHEREAS, Atlanta belt line (hereinafter referred to as "Owner(s) is or prior to construction of the improvements, will be the owner of the real property described in Exhibit "A" attached hereto and made a part of reference, and located at:

Eastside trail Extension/Krog St. in Land Lot City of Atlanta of the Atlanta, GA District, Fulton County, Georgia (hereinafter referred to as the "Property" and

WHEREAS, the owner(s) proposes to install a Decorative Sidewalk, and/or Driveway Apron within the City's right-of-way adjacent to the property and the City is willing to permit this subject to certain conditions; and

WHEREAS, the City of Atlanta requires the insurance set forth, below as a condition precedent to the Owner's making the improvements.

THEREFORE, in order to induce the City of Atlanta to issue a permit to the Owner(s), the Owner(s) agrees for itself, its officers, agents, heirs, assigns and successors in the title to the property to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any damages or claims from damages, suits, cost, judgments, losses, and injuries arising out of Owner's construction maintenance, use of removal of said improvements, or the use of said improvements by the public at large and agrees that the City does not waive its right to be held harmless and indemnified by the owner by the City having permitted said improvements, even though the City may be found to have negligent as a matter of law because of its act or failure to act in regard thereto. This indemnification shall be enforceable against the owner(s) regardless of whether the owner(s) estate is fee simple or an estate for years.

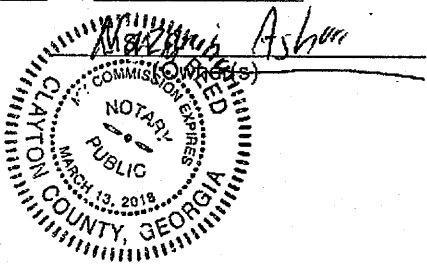
The Owner(s) agrees, for itself, its officers, agents, heir's assigns and successors-in-title to the property to remove or modify said improvement if requested in writing to do so by the City, at the expense of the owner and at no expense to the City, said modification to be completed within reasonable time after such request has been made. If the Owner(s) fails to remove or modify the improvement with 60 days after notice by the City pursuant to reasonable exercise of the City's police powers, the City shall on notice remove and/or modify the improvement and all cost to be borne by the Owner(s).

This Agreement shall inure exclusively to benefit the City of Atlanta, its officers, agents and employees and the property owner(s). Neither the property owner(s) nor any other party, person or entity shall have any rights under this agreement, whether for insurance or otherwise.

IN WITNESS WHEREOF, the Owner(s) has caused this Agreement to be duly executed under seal, this

4th day of October 20, 16  
Karen S. Selman  
Unofficial Witness

Lisa M. Reed  
Notary Public



Notary Seal

Deed Book 56689 Pg 443  
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Georgia Intangible Tax Paid \$0.00  
Catherine Robinson  
Clerk of Superior Court  
Fulton County, Georgia

