

CITY OF ATLANTA



DEPARTMENT OF TRANSPORTATION

55 TRINITY AVE., SW, ATLANTA, GEORGIA 30303-0324
SUITE 4350, CITY HALL - SOUTH
(404) 330-6165
FAX: (404) 658-7552

Dear Sirs/Madam:

Please select the one that applies:

- ☐ Decorative Sidewalk **and/or**
- ☐ Driveway Apron

See instructions for completing the Decorative Sidewalk and/or Driveway Apron.

1. Complete attached agreement.
2. Supply all applicable information where blanks are to be filled.
3. Property Owner(s) must sign agreement.
4. Agreements must be witnessed and notarized.
5. Attach a legal document (Exhibit "A") to the agreement
6. Documents are to be recorded in the County where the property is located. To record Fulton County documents, please contact (404) 613-5371 or you may visit Fulton County at:

***Fulton County, Recording Division
185 Central Avenue, TG200 (Ground Floor)
Atlanta, GA 30303***

OR

***Dekalb County
Clerk of Superior
Real Estate Division
556 N. McDonough Street
Decatur, GA 30030***

7. Deliver original recorded documents to:

***City of Atlanta
Office of Transportation
55 Trinity Avenue SW, Suite 4900
Atlanta, GA 30303***

If you have any questions or concerns, please feel free to contact the Office of Transportation at (404) 330-6501.

Thank you,

Decorative Sidewalk and/or Driveway Apron

WHEREAS, _____ (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:

_____ in land lot _____ of the

_____ District, _____ 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, to the fullest extent of the law of the State of Georgia, 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 maybe 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:

- (1) Maintain the improvements;
- (2) Repair any damage, or reimburse the City for any damage, to the City's right-of-way resulting from the construction, maintenance or use of the improvements;
- (3) 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 repair, remove, or modify the improvement within 60 days of damage thereto or after notice by the City pursuant to reasonable exercise of the City's police powers, whichever is earlier, 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.

[Signatures on following page]

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

_____ day of _____ 20, _____

Unofficial Witness

(Owner(s))

Notary Public

Notary Seal