

After Filing Return To:  
Thompson & Sweeny, P.C.  
P.O. Drawer 1250  
Lawrenceville, GA 30046

RE: Deed Book 50707 Page 0009  
Warranty Deed  
RE: Plat Book 115 Page 258  
Final Plat, Primrose Creek, Unit 1,  
Phase A

## **AGREEMENT**

WHEREAS, Kenmarcus Anderson is the owner of the property located at 1411 Primrose Park Road, Sugar Hill, Georgia 30518 (hereinafter “the Property”), which is more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the City of Sugar Hill, Georgia (hereinafter “the City”), a Georgia Municipal Corporation, has a drainage easement through the Property; and

WHEREAS, Kenmarcus Anderson wants to construct a fence within the boundary of the easement granted to and owned by the City; and

NOW THEREFORE, in consideration of the City granting the right to construct a fence in the easement area and other mutual covenants and promises contained herein, Kenmarcus Anderson does hereby agree as follows:

1. Kenmarcus Anderson has asked the City of Sugar Hill, Georgia to allow him to construct a fence in the easement owned by the City. The City hereby grants Kenmarcus Anderson his request to construct a fence in the easement owned by the City if such construction is in compliance with the requirements of local, state or federal ordinances or laws.
2. In consideration of the City granting the ability to construct a fence in the easement on the Property, Kenmarcus Anderson hereby agrees to release and hold the City, its agents, employees, officials, and representatives harmless from any and all claims, liability, responsibility, or damages of any description or kind resulting from the City allowing his successors and assigns to construct the fence within the easement. The hold harmless and

indemnity agreement set forth in this paragraph shall be construed to be the broadest possible indemnification and hold harmless agreement and shall include any claims, damages, or other liabilities or responsibilities which Kenmarcus Anderson, his representatives, heirs, successors, or assigns may have against the City, or any claims, damages, responsibilities, or liabilities which any third party may have or allege against the City in connection with the City allowing the construction of said fence. The indemnification and hold harmless provision set forth in this paragraph is declared to include any costs the City may incur for defending any claims filed against the City, including but not limited to reasonable attorneys' fees expended in defending these claims, whether said claims result in actual liability on behalf of the City or not.

3. Kenmarcus Anderson acknowledges that he has been fully advised by the City that the easement on the Property contains a 24" Corrugated Metal Pipe (CMP) and associated drainage structure and that any future construction needed to maintain, repair, or improve these drainage structures within this easement could result in possible damage to or destruction of the fence. The City cannot and will not be responsible for any injuries, damages, or claims which may result to the fence as a result of any future use of the easement and Kenmarcus Anderson or his heirs, successors and assigns agree to be solely responsible for any such injuries, damages, or claims. Kenmarcus Anderson or his heirs, successors and assigns agree to be solely responsible for any damage or injury to the drainage structures located in the easement caused by their successors, representatives, contractors, employees in the installation, maintenance, or removal of the fence.
4. Kenmarcus Anderson does hereby warrant and covenant that the fence will be constructed and maintained such as not to impound surface drainage, allowing for the maximum design flow at all times. At a minimum, three (3) inches of clearance between the ground and the bottom of the fence shall be maintained within the drainage easement. The fence shall not be installed or encroach within five (5) feet of any manhole, inlet or outlet drainage structure.
5. Kenmarcus Anderson does hereby warrant and covenant that the fence will be constructed and maintained at least two and one-half (2 ½) feet from the center of the pipe such that a clear path to the manhole is maintained.
6. Kenmarcus Anderson does hereby warrant and covenant that he is the sole owner of the property located at 1411 Primrose Park Road, Sugar Hill, Georgia 30518 and that he has full and complete authority to enter into this Agreement. He further warrants that he understands that the City is relying upon the warranties and representations set forth in this Agreement and are allowing construction of a fence based on reliance upon said warranties and representations.
7. This document shall be recorded in the public records of Gwinnett County, Georgia, shall be an obligation running with the title to the Property, and shall be binding on the successors of Kenmarcus Anderson.
8. Notwithstanding anything contained herein to the contrary, the indemnity and hold harmless provisions herein in favor of the City of Sugar Hill shall not apply to any losses or damages suffered by the City due to its own gross negligence.

**THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND ACTS AS A  
RELEASE OF DAMAGES.**

This Agreement approved by the Sugar Hill City Council on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, Sealed, Delivered  
In the Presence of

\_\_\_\_\_  
Kenmarcus Anderson                      Date

\_\_\_\_\_  
Witness                                      Date

\_\_\_\_\_  
Notary Public                              Date

[Notary Seal]

Acknowledged and Accepted by:

CITY OF SUGAR HILL

\_\_\_\_\_  
Gary Pirkle, Mayor                      Date

Attest by:

\_\_\_\_\_  
Jane Whittington, City Clerk                      Date

[City Seal]

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 323 of the 7<sup>th</sup> District of GWINNETT County, Georgia, being Lot 145, Block B of PRIMROSE CREEK, Unit 1, Phase A as per plat recorded in Plat Book 115, Pages 256-259, GWINNETT County, Georgia records, which plat is incorporated herein and made a part hereof by reference.