Please return to: Kim Reilly

Forsyth County Department of Engineering

110 East Main Street

Cumming, Ga. 30040

**INDEMNIFICATION AND MAINTENANCE AGREEMENT**

STATE OF GEORGIA

COUNTY OF FORSYTH

THIS Indemnification and Maintenance Agreement (hereinafter the “Agreement”), made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Georgia corporation, (hereinafter referred to as the “Undersigned”), and FORSYTH COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as “Forsyth County”), the Undersigned and Forsyth County being collectively referred to as the “Parties;”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **INDEMNIFICATION**

The Undersigned, its attorneys, consultants, agents, servants, partners, employees, heirs, successors, assigns, other representatives, and/or any other person acting on their behalf, hereby agrees to indemnify and hold Forsyth County, its attorneys, consultants, agents, servants, partners, employees, heirs, successors, assigns, elected officials, other representatives, and/or any other person acting on its behalf (the “Indemnitees”), harmless from and against any and all rights, claims, warranties, demands, debts, damages, accounts, agreements, obligations, liabilities, liens, costs, expenses, charges, losses, judgments and claims for attorneys’ fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity (the “Liabilities”), arising out of the existence, installation, maintenance, replacement, repair, removal, alteration, modification, or failure of the following private improvements, whether directly or indirectly, and irrespective of any judicial or administrative determination of ownership, control or maintenance:

Approved roadway modifications or improvements, irrigation systems, signage and landscaping improvements, dams, lakes, and retention ponds (including creation and/or improvement of same), and/or any other similar structures or land modifications (hereinafter collectively referred to as the “Private Improvements”), which the Undersigned installs, builds or constructs within, alongside, adjacent or under the public rights of way or otherwise located generally within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (project or subdivision name) pursuant to Forsyth County Land Disturbance Permit Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Subject Project”).

This indemnification applies where the Undersigned is partially responsible for the Liabilities; provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnitees.

1. **AGREEMENT TO REPAIR RIGHT OF WAY OR PUBLIC IMPROVEMENTS**

The Undersigned hereby agrees that it shall be solely and exclusively responsible for the replacement, repair, alteration, and/or modification of public rights of way or public improvements caused directly or indirectly by the existence, installation, maintenance, replacement, repair, removal, alteration, modification, or failure of of any and all of the Private Improvements located in, upon, or under the Subject Project.

1. **DURATION OF AGREEMENT**

This Agreement shall commence on the date of execution and shall continue and remain in full force and effect until the Private Improvements are no longer in place on the Subject Project.

1. **REMOVAL OF IMPROVEMENTS FROM RIGHT OF WAY**

Forsyth County or the Forsyth County Director of Engineering (“Director), or his or her designee, for cause, and upon written notice to the Undersigned, may at any time require the removal of the Private Improvements located within any public right of way located within or bordering the Subject Project, said removal to be the sole cost and expense of the Undersigned. Nothing herein shall entitle the Undersigned to compensation by Forsyth County for the Private Improvements for any reason.

Unless and until the County or Director requires removal of the Private Improvements or provides advance written approval to remove the Private Improvements, the Undersigned shall, at the Undersigned’s sole cost and expense, maintain, repair, replace, and inspect the Private Improvements, and the Undersigned may enter upon the public rights of way to effect and accomplish same. The foregoing rights of the Undersigned shall be exercised in such a manner so as to minimize any interruption and/or interference with or to the normal flow of traffic on the public right of way and shall otherwise be undertaken in accordance with all applicable laws, rules and regulations.

Any manipulation of the public right of way by the Undersigned, be it for maintenance, repair, replacement, or otherwise, shall be performed in such a manner so as to leave the public right of way in a clean condition and the Undersigned shall remove all dirt, debris, or other foreign materials and objects therefrom, fill any and all trenches and/or cuts, and shall reseed and/or resod any and all areas within which dirt has been exposed as a result of such manipulation.

1. **BINDING COVENANT RUNNING WITH THE LAND**

This Agreement shall be binding upon the heirs, successors and assigns of the Undersigned, and shall constitute a covenant running with the land. The Undersigned expressly agrees and will immediately take action to ensure that this Agreement shall be recorded in the real property records of Forsyth County, Georgia, and shall be binding upon all subsequent transferees of the property comprising the Subject Project.

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

Signed, sealed, and delivered this

\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public