

_____ Book No. _____ Page _____
 Date _____ County _____ Page _____

INDEMNITY AGREEMENT

Indemnity Agreement entered into this _____ day of _____, 20_____, by and between **City of Roswell** (hereinafter call the "APPLICANT") and the GEORGIA DEPARTMENT OF TRANSPORTATION, as agency of the State of Georgia with offices at One Georgia Center, 600 Peachtree Street NW, Atlanta, Georgia 30308 (hereinafter called the "DOT");

WITNESSETH:

For and in consideration of the DOT's grant of permission for **paver** (hereinafter called the "ENCROACHMENT"), as indicated on Permit # **09-2011-045-121** on the right of way of State Route **9/120**, in Land Lot **383** of the **1st** Land District of **Fulton** County, Georgia.

The APPLICANT shall and does agree to indemnify and save harmless the DOT and DOT's agents, officers, servants and employees from any and all lawsuits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property arising out of the construction, operation and/or maintenance of the ENCROACHMENT located as described herein.

The APPLICANT shall and hereby agrees to maintain the ENCROACHMENT in good repair at the APPLICANT's sole expense and shall and does hereby release DOT from any claims arising out of the APPLICANT's failure to so maintain the ENCROACHMENT.

The APPLICANT shall and hereby agrees to make all repairs at its own expense for any damage caused by DOT employees or agents to the ENCROACHMENT which is located on DOT right-of-way in accordance with the permit numbered above and issued with this agreement.

The DOT reserves the right to enter the area described in the ENCROACHMENT to insure the area is being maintained in accordance with DOT safety and maintenance standards. DOT shall notify the APPLICANT of any repairs which need to be made and the APPLICANT shall correct the problem as soon as such notification is given. If the APPLICANT has not made said repairs within a reasonable period of time, the DOT may enter the property to effect such repairs. The APPLICANT shall reimburse the DOT for any cost incurred as a result of DOT's performing such repairs.

The DOT reserves the right to terminate this indemnity Agreement at any time upon thirty (30) days written notice to the APPLICANT. Upon receipt of such notice as specified by DOT, the APPLICANT at its own expense, shall be responsible for removing the ENCROACHMENT and returning the area to its original condition or an acceptable substituted condition.

The term of the Indemnity Agreement shall be for a period of fifty (50) years, commencing upon execution hereof by DOT, subject to any rights of termination as are hereinabove set forth.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, individually or through their authorized officers, agents or attorneys-in-fact as the case may be, causing their respective seals to be affixed hereto the day and year first above written.

DEPARTMENT OF TRANSPORTATION

APPLICANT

By: _____ (SEAL)
 Commissioner

Corporate Seal Required for Corporations
 [Plus two (2) Signatures]

ATTEST:

 Signature of Property Owner (or Corporate Officer)

 Treasurer (STATE SEAL)

 Corporate Officer (or Another Property Owner)

 Unofficial Witness

 Typed Name of Owner (or Typed Names & Titles of
 Corporate Officers who signed above)

 Signature of APPLICANT

 Typed Name of APPLICANT (and Title if Applicable)

 Notary Public
 Commission Expiration:
 (NOTARIAL SEAL)