



P. O. Box 1540  
Thomasville, GA 31799

## ENCROACHMENT & INDEMNITY AGREEMENT

In consideration of the location and presence of Encroachment(s) on or in the right of way or easement of the CITY OF THOMASVILLE (the "CITY"), I/We, \_\_\_\_\_, (the "OWNER(S)"), **shall indemnify and hold harmless** the CITY, its agents, servants, representatives, and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments subrogations or other damages of every kind whatsoever resulting from any injury to person(s) or to property, arising out of the plantings, the presence of materials, equipment, or any kind of improvement whatsoever installed within the CITY'S right of way and or easements along the property described as Parcel # \_\_\_\_\_, more commonly known as, (address) \_\_\_\_\_. Such improvements, equipment and materials include, but are not limited to, Belgium block, cobble stone, flag stone, blue stone, granite, concrete aprons and/or curbing, sprinkler systems, fences, gates, subsurface electrical fences, HVAC units, and plantings including but not limited to trees, shrubs and/or bushes and ground coverings, structures, retaining walls, and all types of mailboxes (hereinafter "Encroachment(s)").

OWNER shall be responsible for maintaining the aforementioned Encroachment(s) in a safe condition at all times, and otherwise shall assume and be responsible for any and all risks, costs and expenses in any way connected to or arising out of the Encroachment(s). The OWNER, at OWNER'S sole expense, also agrees that any damage to the land or property of the CITY caused by the construction, maintenance, presence or removal of the Encroachment(s) will be corrected and such damaged land or property of the CITY repaired and restored to the condition substantially equal to that existing at the time just prior to the time such damages occurred,. If it is determined that the Encroachment(s) are not maintained, create a public nuisance or safety hazard, the CITY may require the removal of the Encroachment(s) in their entirety at the OWNER'S expense.

Further, the CITY reserves the right to require the removal of the Encroachment(s) or to remove or cause the Encroachment(s) to be removed if the CITY determines at any time the removal to be in the best interest of the City, including but not limited to at any time the CITY determines the Encroachments are not maintained, create a public nuisance or safety hazard, or that the Encroachment(s) impede the CITY's general maintenance of the right-of-way and the associated roadway, or the Encroachment(s) impede the installation, restoration, and/or maintenance of any public improvement including, but not limited to sewer systems, storm drainage systems, water systems gas systems and or any other utilities that may be provided by the CITY.

The covenants and conditions outlined on this Agreement shall be binding on all heirs, successors, assigns of OWNER, including subsequent owners of the above described property. This Agreement shall be recorded in the real property records of the Clerk of Superior Court of Thomas County, Georgia.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESSES

OWNER(S)

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

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

STATE OF GEORGIA

ss:

Thomasville, Georgia 20\_\_\_\_.

COUNTY OF THOMAS

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Encroachment(s) Approved Administratively by:

\_\_\_\_\_  
CITY ENGINEERING DEPARTMENT

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