

ENCROACHMENT AGREEMENT

EXHIBIT A

STATE OF GEORGIA

COUNTY OF HALL

Deed Reference: 8176 649

Present Owner: Blake Arbuckle

Address: 3470 Mill Creek Rd.
Gainesville GA 30506

WHEREAS, Blake Arbuckle, hereinafter referred to as "Owner", is the owner of property described on Exhibit A attached hereto, and recorded in the Office of the Clerk of Superior Court of Hall County, Georgia, in PB70 - 92.

WHEREAS, Hall County, Georgia, hereinafter referred to as "County", owns right of way abutting said property; and

WHEREAS, in an attempt alleviate parking limitations on his property and to avoid violating County Ordinances regarding street parking Owner, without authorization from County, constructed a parking pad, hereinafter referred to as the encroachment, which is currently encroaching on County's right of way as shown in Exhibit B; and

WHEREAS, Owner desires to continue to use and maintain the encroachment; and

WHEREAS, County has conducted an evaluation of any potential issues, specifically including but not limited to drainage, that the encroachment as constructed might pose for the Owner's property and for adjoining properties and does not have any current concerns; and

WHEREAS, the County is amenable to allowing Owner to use and maintain the encroachment despite it encroaching on the County's right of way provided the Owner accepts certain terms and conditions as outlined below.

NOW THEREFORE, for and in consideration of the sum of \$10.00 (Ten and No/100 Dollars) in hand paid, the receipt and adequacy of which is acknowledged, Hall County does hereby grant and convey to Owner the right to maintain the encroachment despite it encroaching in the County's right of way provided that the Owner accepts, acknowledges and otherwise complies with the following terms and conditions:

1. The County hereby gives, on the conditions set forth herein, its permission to Owner to, use, operate and maintain said encroachment. Such permission is given on the express understanding and condition, and Owner hereby acknowledges, that said construction, use, operation, and maintenance of the encroachment is a permissive use which is revocable by the County in accordance with the terms and conditions set forth herein and below:

2. Owner shall construct, use, operate, and maintain said encroachment in a safe and proper manner at all times and hereby acknowledges that the use, operation, and maintenance of said encroachment shall never become the basis of a prescriptive right, easement or title to any portion of the right of way or any interest in the right of way and shall never be or deemed to be a reduction, termination, or modification of any kind of the County's ownership of the right of way or any portion thereof or any interest or right therein. Owner further acknowledges that the construction, use, operation, and maintenance of the encroachment located on County's right of way shall be enjoyed as a permissive right only.

3. Owner agrees to remove, at Owner's sole expense, said encroachment in the event that the County reasonably and in good faith determines that in the County's sole discretion it's

removal is necessary for a legitimate public purpose including but not limited to road improvements, construction or maintenance or public safety.

4. In the event Owner fails to remove said encroachment from the right of way if requested to do so by County in accordance with the foregoing paragraph, Owner hereby gives the County permission to enter upon Owner's property and effect such removal without the County incurring any liability whatsoever to Owner; and in such event, Owner shall be liable to County for any and all reasonable costs incurred by the County in connection with the removal and restoration and shall reimburse the County for such costs upon demand of County. Owner further agrees that the County shall not be liable for any damage that may occur to the encroachment as a result of any general road maintenance conducted by the County either in the right of way or to the road abutting the encroachment.

5. Owner shall not do or permit to be done any of the following acts on said right of way or any portion thereof: (a) expand or add to said encroachment or (b) construct or erect any other encroachments or other structures on said right of way.

6. Owner hereby indemnifies the County and agrees to hold County harmless from all liability, loss, cost, damage, and expenses (including, but not being limited to, attorney's fees, court costs, and expenses or litigation) arising out of or in any manner connected with the installation, use, operation, maintenance or removal of any portion of said encroachment located upon the right of way. Without limiting the generality of the foregoing indemnification provisions, Owner further agrees that if any third party asserts a claim or files an action against

County in connection with any event or circumstance relating to the relocation of any portion of said encroachment, the County may defend itself against such claim or action; and in such event, Owner shall reimburse the County for any sums paid to any third party in damages, judgments, or settlement of such claim or action and for any reasonable cost and expenses (including, but not being limited to, attorney's fees, court costs, and expenses of litigation) incurred by the County in defending itself against such claim or action.

7. This agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title. The covenants and conditions contained herein shall run with the land, and this agreement shall be recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia.

8. Enforcement of the covenants and conditions contained herein shall be by any proceeding at law or in equity. The remedies given to the County herein are distinct, cumulative remedies; and the exercise of any one remedy shall not bar the County from exercising any or all of its other remedies hereunder or under the aforesaid right of way or any other right or remedy which the County has either at law or in equity.

9. This agreement and the Exhibits attached hereto constitute the full and complete agreement between the County and Owner with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible

to take from, add to, or alter the terms of this agreement. There is no consideration for this agreement other than the consideration herein expressed.

10. This agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written and recorded consent of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or where the context so requires, caused same to be executed by its proper officers and its corporate seal affixed, on the date set opposite the execution of each.

[SIGNATURES ON FOLLOWING PAGE]

Signed and sealed in our presence this 20 day of 2026 March

Witness

Patricia A. Millard

Notary Public

My Commission Expires

GEORGIA

JULY 4, 2028

PUBLIC

BANKS COUNTY

OWNER

Blake Arbuckle

OWNER

Signed and sealed in our presence this 20th day of March, 2026

Witness

HALL COUNTY, GEORGIA

BY: _____

DAVID GIBBS,

CHAIRMAN, BOARD OF COMMISSIONERS
OF HALL COUNTY GEORGIA

Notary Public

ATTEST:

CLERK, BOARD OF COMMISSIONERS

My Commission Expires