

After Filing Return To:  
City of Sugar Hill, Georgia  
Attn: Planning Department  
5039 West Broad Street  
Sugar Hill, Ga. 30518

RE: Deed Book \_\_\_\_\_ Page \_\_\_\_\_  
Warranty Deed  
RE: Plat Book \_\_\_\_ Page \_\_\_\_\_  
Final Plat, \_\_\_\_\_ [Subdivision]

## NATURAL GAS INSTALLATION AGREEMENT

WHEREAS, [Developer(s) and/or Owner(s) Name] (hereinafter “the Owner”) [is/are] the owner(s) of the land being developed as [Subdivision Name] located at [Address Subject Property], 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 Owner wishes to provide natural gas service to each home that is or will be constructed on the Property; and

WHEREAS, the City of Sugar Hill, Georgia (hereinafter “the City”), a Georgia Municipal Corporation, wishes to promote and expand its natural gas utility; and

NOW THEREFORE, in consideration of the City providing, at no charge, the mains and laterals to be installed on the property and other mutual covenants and promises contained herein, [Owner(s) Name] does hereby agree as follows:

1. [Owner(s) Name] has asked the City of Sugar Hill, Georgia to provide said materials to be used in the development of the Property. The City hereby agrees to provide [Owner(s) Name] with said materials if subsequent construction is in compliance with the requirements of local, state or federal ordinances or laws.
2. In consideration of the City providing the materials, at no charge, [Owner(s) Name] does hereby agree that each home constructed in the subdivision will be equipped with a natural gas water heater, natural gas furnace and natural gas cook range.
3. In consideration of the City providing the materials to be used in the development of the Property, [Owner(s) Name] 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 use of the materials provided by the City. 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 [Owner(s) Name], 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 providing the materials. 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.

4. **[Owner(s) Name]** does hereby agree to use contractors pre-approved by the City to install said gas mains and laterals. Contractors hired by the owner are subject to all pipeline safety regulations and must provide City with proof of insurance, workers compensation, drug and alcohol testing policies.
5. **[Owner(s) Name]** understands that failure to comply with part 2 will result in the above listed developer being responsible for reimbursing the City for all materials used to install mains and laterals in said subdivision.
6. **[Owner(s) Name]** does hereby warrant and covenant that he is the sole owner of the Property located at **[Address Subject Property]**, 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 providing the materials 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, heirs or assigns of **[Owner(s) Name]**.

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.

No house in the development will receive a certificate of occupancy unless it has the required gas service and appliances installed.

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

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

Signed, Sealed, Delivered  
In the Presence of

\_\_\_\_\_  
**[Owner(s) Name]** Date

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

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

[Notary Seal]

Acknowledged and Accepted by:

CITY OF SUGAR HILL

\_\_\_\_\_  
Paul Radford, City Manager Date

Attest by:

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

[City Seal]

EXHIBIT A

**[Insert Legal Description]**