

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Plat Book 67159, Page 483  
Deed Book 56826, Page 530

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE  
IMPROVEMENT**

THIS AGREEMENT, made this 16th day of May, 2023, between D. R. Horton, Inc., as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as Oakhurst Glen, Phase 4 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 56826, Page 530, of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 67159, Page 483 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same are more fully described in Exhibit "A".

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6Th. Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: D.R. HORTON, INC.

RE Land Lot(s) 168, District 9TH - F



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

Signed, sealed and delivered in

the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires 8-24-2026  
(NOTARY SEAL)  
(NOTARY STAMP)

Attest:

[Signature]  
Clerk of the Commission  
FOUNDED, 1853

APPROVED AS TO CONTENT:

[Signature]  
David E. Clark, Director  
Department of Public Works

Signatures: [Signature]  
[Signature]  
Bruce A. Rippen

Owner: D. R. Horton, Inc.

Address: 8800 Roswell Rd B-100

Atlanta, Georgia, 30350



(Authorized Party to Bind Said Entity)

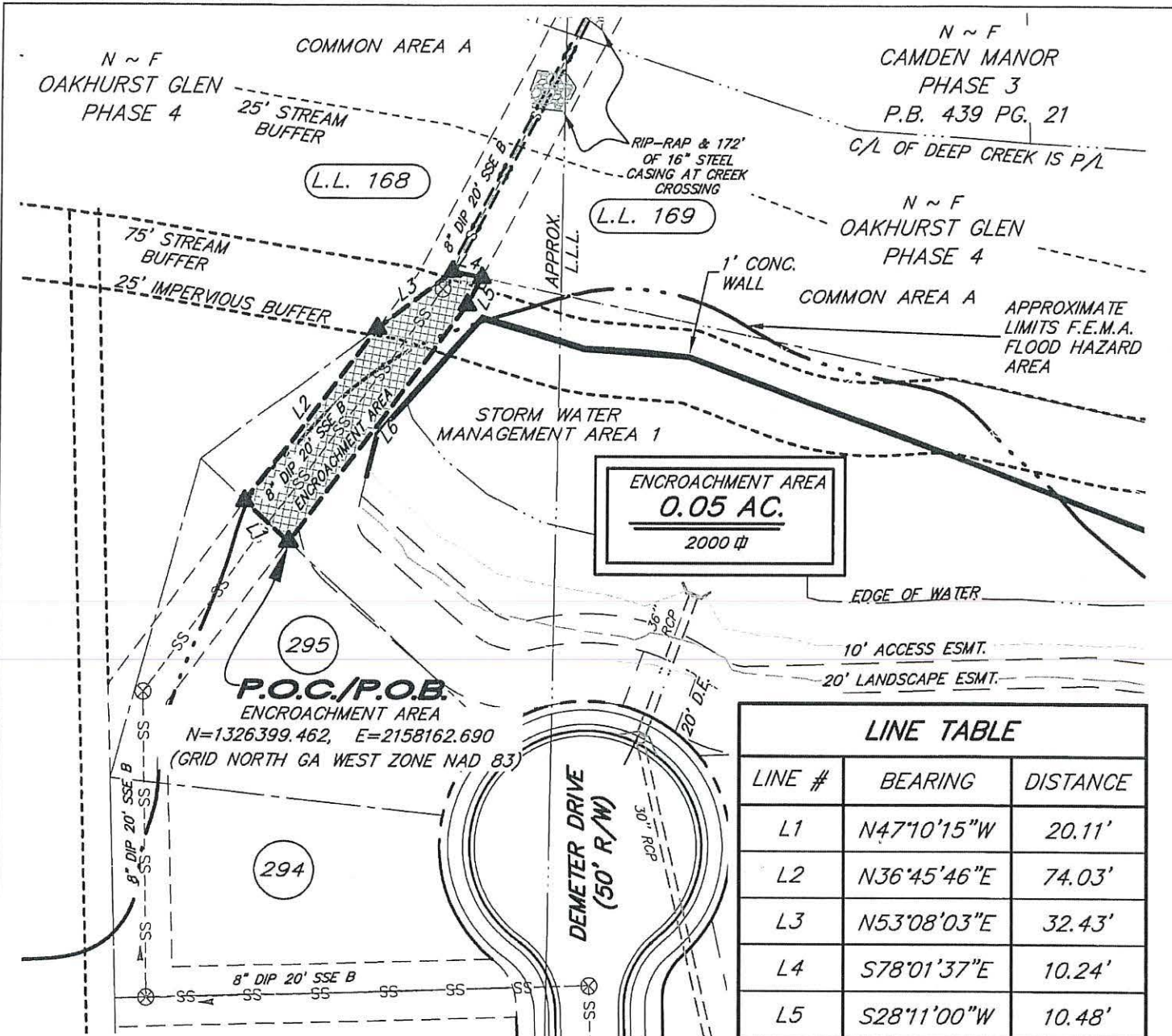
FULTON COUNTY, GEORGIA

By: [Signature]  
Chairman, Board of Commissioners

APPROVED AS TO FORM:

[Signature]  
County Attorney

ITEM # 23-0932 RCS 12-20-23  
RECESS MEETING



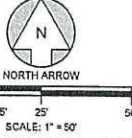


# GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.



<p>PREPARED IN THE OFFICE OF</p>  <p><b>GASKINS &amp; LECRAW</b>          © 2023 GASKINS &amp; LECRAW, INC.          140 REINHARDT COLLEGE PKWY          SUITE 3          DANTON, GA 30114          PHONE - 770-478-8559          FAX - 770-478-7843          www.gaskinslecrow.com          PER006127</p>	 <p>Know what's below. Call before you dig.</p> <p>DRAWN BY: JIC          JOB #: PL101(LECRAM)          DATE: 05/16/2023</p>	<p>CLIENT  <b>D.R. HORTON, INC.</b>          8800 ROSWELL ROAD, BUILDING B, SUITE 100, SANDY SPRINGS, GA 30350</p> <p>ENCROACHMENT EXHIBIT FOR:  <b>OAKHURST GLEN, PHASE 4</b>          LAND LOT 168          9TH DISTRICT F          CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA</p>	 <p>NORTH ARROW          SCALE: 1" = 50'</p> <p>SHEET TITLE  <b>1 OF 2</b></p>
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ALL THAT ENCROACHING EASEMENT AREA WHERE A 20' SANITARY SEWER EASEMENT & A STORMWATER MANAGEMENT AREA OVERLAP LYING AND BEING IN LAND LOT 168 OF THE 9th DISTRICT F, CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHEASTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT INTERSECTS WITH THE SOUTHWESTERLY SIDE OF SAID STORMWATER MANAGEMENT AREA HAVING STATE PLANE COORDINATES NORTH: 1326399.462, EAST: 2158162.690 (GRID NORTH, GA WEST ZONE, NAD 83);

THENCE PROCEEDING ALONG THE SOUTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA NORTH 47 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 20.11 FEET TO A POINT WHERE THE SOUTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA INTERSECTS THE NORTHWESTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT;

THENCE PROCEEDING ALONG THE NORTHWESTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT NORTH 36 DEGREES 45 MINUTES 46 SECONDS EAST A DISTANCE OF 74.03 FEET TO A POINT WHERE SAID EASEMENT INTERSECTS THE NORTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA;

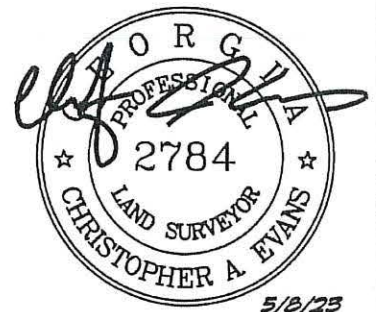
THENCE PROCEEDING ALONG THE NORTHWESTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA NORTH 53 DEGREES 08 MINUTES 03 SECONDS EAST A DISTANCE OF 32.43 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA ;



THENCE PROCEEDING ALONG THE THE NORTHEASTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA SOUTH 78 DEGREES 01 MINUTES 37 SECONDS EAST A DISTANCE OF 10.24 FEET TO A POINT;

THENCE DEPARTING THE NORTHEASTERLY SIDE OF SAID STORM WATER MANAGEMENT AREA AND PROCEEDING ALONG THE SOUTHEASTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT SOUTH 28 DEGREES 11 MINUTES 00 SECONDS WEST A DISTANCE OF 10.48 FEET TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY SIDE OF SAID 20' SANITARY SEWER EASEMENT SOUTH 36 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 101.20 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

SAID ENCROACHING EASEMENT AREA HAVING AN AREA OF 0.05 ACRES (2,000 SQUARE FEET) MORE OR LESS.



<p>PREPARED IN THE OFFICE OF</p>  <p><b>GASKINS &amp; LECRAW</b> 20023 GASKINS &amp; LECRAW, LLC 147 REINHARDT COLLEGE PKWY. SUITE 3 DANTON, GA 30114 PHONE - 770 475 6999 FAX - 770 475 7943 www.gaskinsandlecraw.com PER009127</p>	 <p>Know what's below Call before you dig.</p> <table><tr><td>DRAWN BY:</td><td>JIC</td></tr><tr><td>JOB #:</td><td>PA101(LECRAW)</td></tr><tr><td>DATE:</td><td>05/18/2023</td></tr></table>	DRAWN BY:	JIC	JOB #:	PA101(LECRAW)	DATE:	05/18/2023	<p>CLIENT <b>D.R. HORTON, INC.</b> 8800 ROSWELL ROAD, BUILDING B, SUITE 100, SANDY SPRINGS, GA 30350</p> <p>ENCROACHMENT DESCRIPTION FOR: <b>OAKHURST GLEN, PHASE 4</b> LAND LOT 168 9TH DISTRICT F CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA</p>	<table><tr><td>SHEET TITLE</td></tr><tr><td><b>2 OF 2</b></td></tr></table>	SHEET TITLE	<b>2 OF 2</b>
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