

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

Cross Reference

Deed/Plat Book 66850, Page 303  
Deed Book 69643, Page 10

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

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Toll Southeast LP Company, 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 1000 Lexington Farm Drive, Alpharetta, GA 30004 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 66850, Page 303 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) 69643, Page 10 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, said private improvements as same are more fully described in Exhibit “A” (the Private Improvements”).

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: Toll Southeast LP Company, Inc  
1140 Virginia Drive  
Fort Washington, PA 19034

Re: 2nd District 2nd Section, Land Lot(s) 1248 & 1249

Parcel Number: 22 466012490253 & 22 450012480506

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

Signatures:

OWNER Toll Southeast LP Company, Inc

Signed sealed and delivered in the presence of

Jacob Pontius - JACOB PONTIUS  
Unofficial Witness

[Signature]  
Signature (Authorized Party to Bind Owner Entity)

[Signature]  
Notary Public  
My Commission Expires: 12/19/26

J.R. CROWE - VICE PRESIDENT  
Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: \_\_\_\_\_

(Notary Stamp)

1140 Virginia Drive,



Fort Washington, PA 19034

Attest:

FULTON COUNTY, GEORGIA

\_\_\_\_\_  
Clerk of Commission

By: \_\_\_\_\_  
Chairman, Board of Commissioners

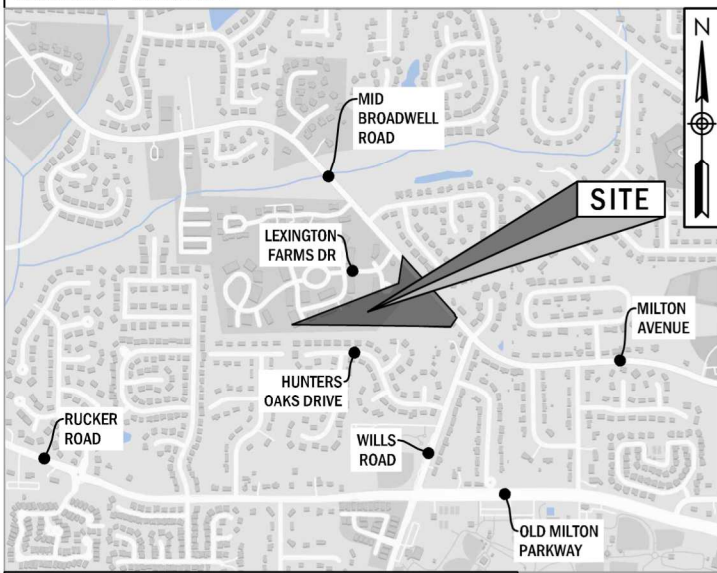
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

\_\_\_\_\_  
Y. Soo Jo, County Attorney

LOCATION MAP - NOT TO SCALE



ENCROACHMENT TABLE

WATER PIPE -	108 LF
18" RCP STORM PIPE -	289 LF
24" RCP STORM PIPE -	54 LF
36" RCP STORM PIPE -	27 LF
48" RCP STORM PIPE -	27 LF
TOTAL STORM PIPE -	397 LF
DROP INLETS -	1
HOODED CATCH BASINS -	4

SITE DATA

ADDRESS:	MID BROADWELL ROAD ALPHARETTA, GA 30005
TAX PARCEL ID:	22 466012490253 & 22 450012480506
ALPHARETTA LDP #:	D230012
FINAL PLAT CASE #:	FP250002

SEWER EASEMENT AREA NOTE

SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC  
4080 MCGINNIS FERRY ROAD  
ALPHARETTA, GA 30005  
PHONE: 678.699.1403  
CONTACT: J.R. CROWE  
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS  
110 PEACHTREE INDUSTRIAL BLVD  
SUGAR HILL, GA 30518  
PHONE: 770.945.5059  
CONTACTS: BLAKE WOOD / DAVID ARMENTA  
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

KIMLEY HORN AND ASSOCIATES, INC  
1200 PEACHTREE STREET NE, SUITE 800  
ATLANTA, GA 30309  
PHONE: 404.419.8700  
CONTACT: BENJAMIN W. SKIDMORE  
EMAIL: BEN.SKIDMORE@KIMLEY-HORN.COM

SURVEYOR

PAPE-DAWSON GEORGIA, LLC  
NORTHWINDS III  
2500 NORTHWINDS PKWY, SUITE 360  
ALPHARETTA, GA 30009  
PHONE: 404.693.1618  
CONTACT: DENVER YOUNGBLOOD  
EMAIL: DENVER.YOUNGBLOOD@PAPE-DAWSON.COM

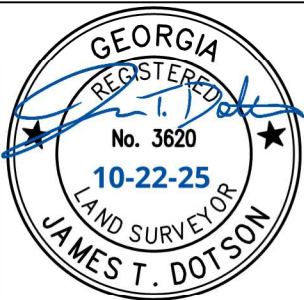
CURVE TABLE

CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 24°24'22"E	113.50'	92.77'	90.21'
C2	S 69°24'22"W	113.50'	85.52'	83.51'
C3	N 24°24'22"E	86.50'	70.70'	68.75'
C4	S 69°24'22"W	86.50'	65.18'	63.64'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 31°59'34"W	31.08'
L2	N 00°59'30"E	27.00'
L3	N 10°48'02"W	33.57'
L4	N 11°23'57"E	26.47'
L5	N 10°48'02"W	65.78'
L6	N 00°23'05"E	114.02'
L7	N 68°51'07"E	21.50'
L8	S 00°23'05"W	119.95'
L9	S 10°48'02"E	63.82'
L10	S 33°00'01"E	26.47'
L11	S 10°48'02"E	41.92'
L12	N 00°59'30"E	76.70'
L13	N 42°10'45"W	136.50'
L14	N 47°49'15"E	20.00'
L15	S 42°10'45"E	102.83'
L16	S 42°10'45"E	91.33'
L17	S 47°49'15"W	20.00'
L18	S 89°00'30"E	27.00'
L19	N 00°59'30"E	76.70'
L20	S 89°00'30"E	40.86'

PAPE-DAWSON GEORGIA, LLC  
CERTIFICATE OF AUTHORIZATION # LSF000953



**PAPE-DAWSON**

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN

**SANITARY SEWER EASEMENT EXHIBIT**  
FOR EMBERLY SUBDIVISION - PREPARED FOR  
**TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY**  
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION  
CITY OF ALPHARETTA, FULTON COUNTY, GA

**LEGAL DESCRIPTION - EMBERLY SUBDIVISION - SANITARY SEWER EASEMENT**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1248 AND 1249 OF THE 2ND LAND DISTRICT, 2ND SECTION OF FULTON COUNTY, THE CITY OF ALPHARETTA, GEORGIA, CONTAINING 1.21 ACRES (52,704.6 SF) AND BEING MORE PARTICULARLY DESCRIBED AS A "SANITARY SEWER EASEMENT" ON A SANITARY SEWER EASEMENT EXHIBIT FOR EMBERLY SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC AND FULTON COUNTY, PREPARED BY PAPE-DAWSON GEORGIA, LLC, DATED 10-22-2025, WHICH READS AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 31°59'34" WEST ALONG A TIE LINE A DISTANCE OF 31.08' TO A POINT, WHICH IS THE POINT OF BEGINNING.

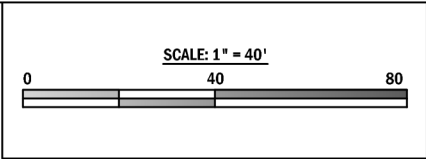
BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 27.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 210.16' TO A POINT; THENCE NORTH 10°48'02" WEST A DISTANCE OF 33.57' TO A POINT; THENCE NORTH 11°23'57" EAST A DISTANCE OF 26.47' TO A POINT; THENCE NORTH 10°48'02" WEST A DISTANCE OF 65.78' TO A POINT; THENCE NORTH 00°23'05" EAST A DISTANCE OF 114.02' TO A POINT LOCATED ON THE SOUTHERN EDGE OF AN EXISTING 20' SANITARY SEWER EASEMENT; THENCE ALONG THE SOUTHERN EDGE OF THE EXISTING EASEMENT NORTH 68°51'07" EAST A DISTANCE OF 21.50' TO A POINT; THENCE LEAVING THE SOUTHERN EDGE OF THE EXISTING EASEMENT SOUTH 00°23'05" WEST A DISTANCE OF 119.95' TO A POINT; THENCE SOUTH 10°48'02" EAST A DISTANCE OF 63.82' TO A POINT; THENCE SOUTH 33°00'01" EAST A DISTANCE OF 26.47' TO A POINT; THENCE SOUTH 10°48'02" EAST A DISTANCE OF 41.92' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 251.76' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 76.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=92.77', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 90.21' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 225.50' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 136.50' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 102.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 91.33' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 368.61' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 148.28' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 156.81' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=85.52', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 83.51' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 701.27' TO A POINT, WHICH IS THE POINT OF BEGINNING. SAID TRACT OR PARCEL HAVING AN AREA OF 2.639 ACRES (114,969.41 SF)

LESS AND EXCEPT THE FOLLOWING AREA CONTAINING 1.429 ACRES (62,264.83 SF)

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 31°59'34" WEST ALONG A TIE LINE A DISTANCE OF 31.08' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 27.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 210.16' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 40.86' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 251.76' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 27.00' TO A POINT, WHICH IS THE POINT OF BEGINNING. BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 76.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=70.70', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 68.75' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 225.50' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 224.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 156.81' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=65.18', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 63.64' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 171.49' TO A POINT, WHICH IS THE POINT OF BEGINNING.

SAID EASEMENT IS LOCATED ENTIRELY WITHIN FULTON COUNTY TAX PARCEL ID NUMBERS 22 466012490253 & 22 450012480506

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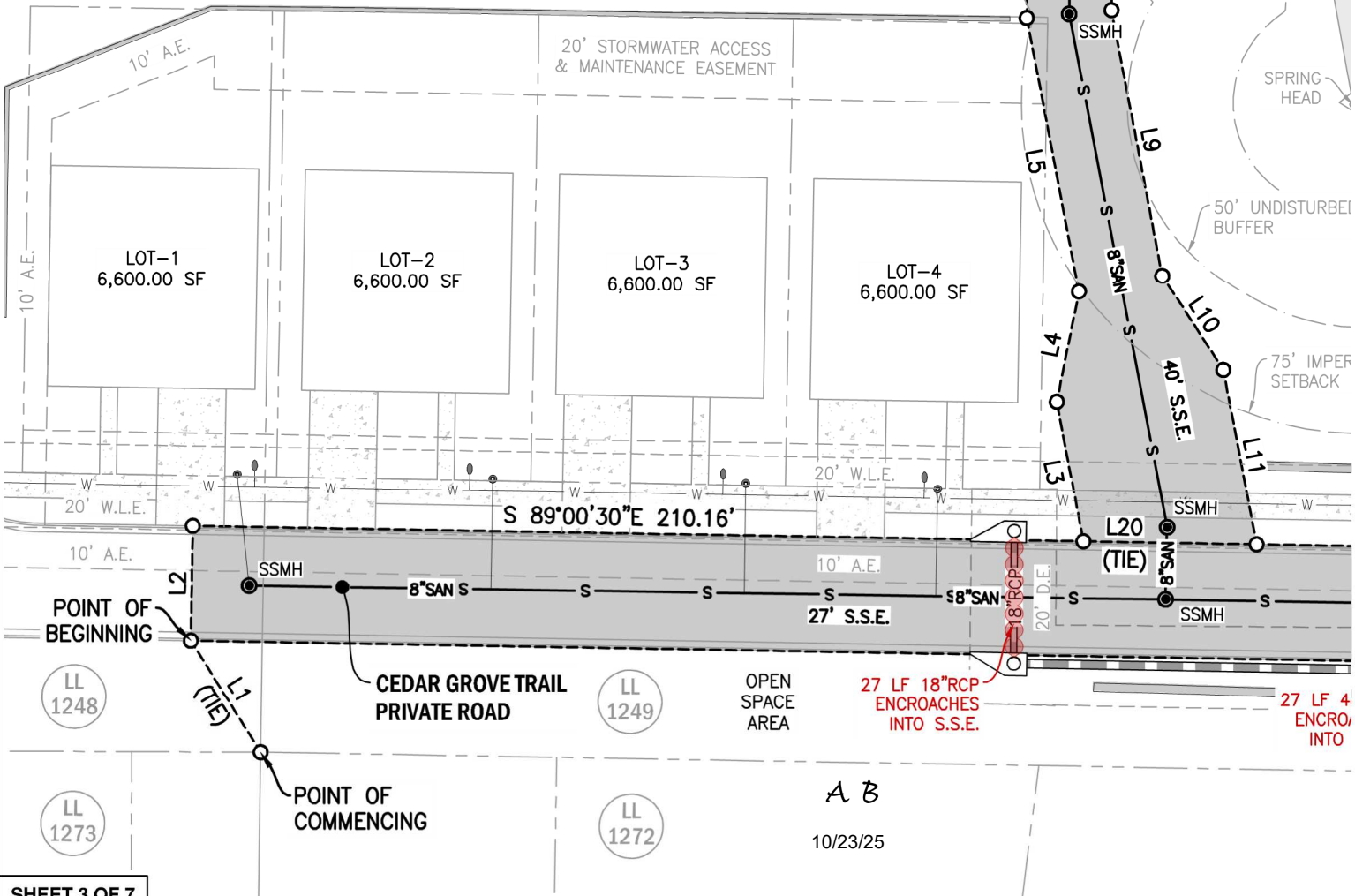
LL 1248

LL 1249

**SEWER EASEMENT AREA NOTE**  
 SANITARY SEWER EASEMENT HAS A TOTAL OF 52,704.6 SQUARE FEET (1.21 ACRES)

OPEN SPACE AREA

EXISTING 20' SANITARY EASEMENT AS PER DB. 10925, PG. 292



SPRING HEAD

50' UNDISTURBED BUFFER

75' IMPER SETBACK

27 LF 18\"/>

27 LF 4\"/>

A B  
 10/23/25

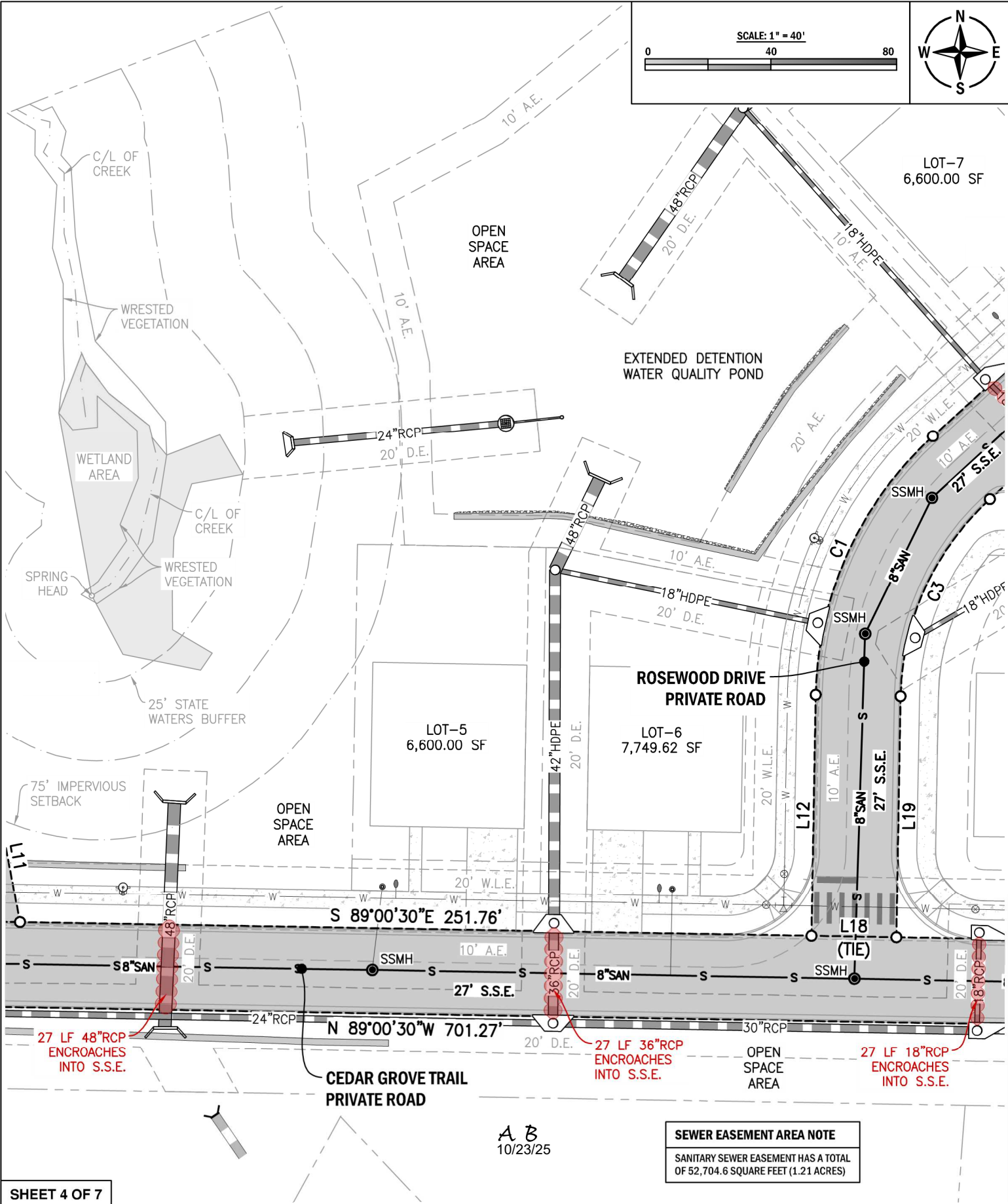
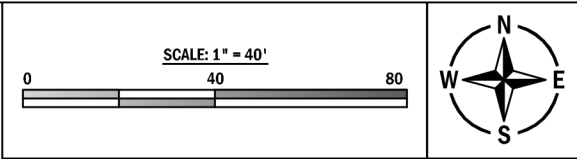
SHEET 3 OF 7

**PAPE-DAWSON**

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

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**TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY**  
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 10/23/25

SHEET 4 OF 7

**PAPE-DAWSON**

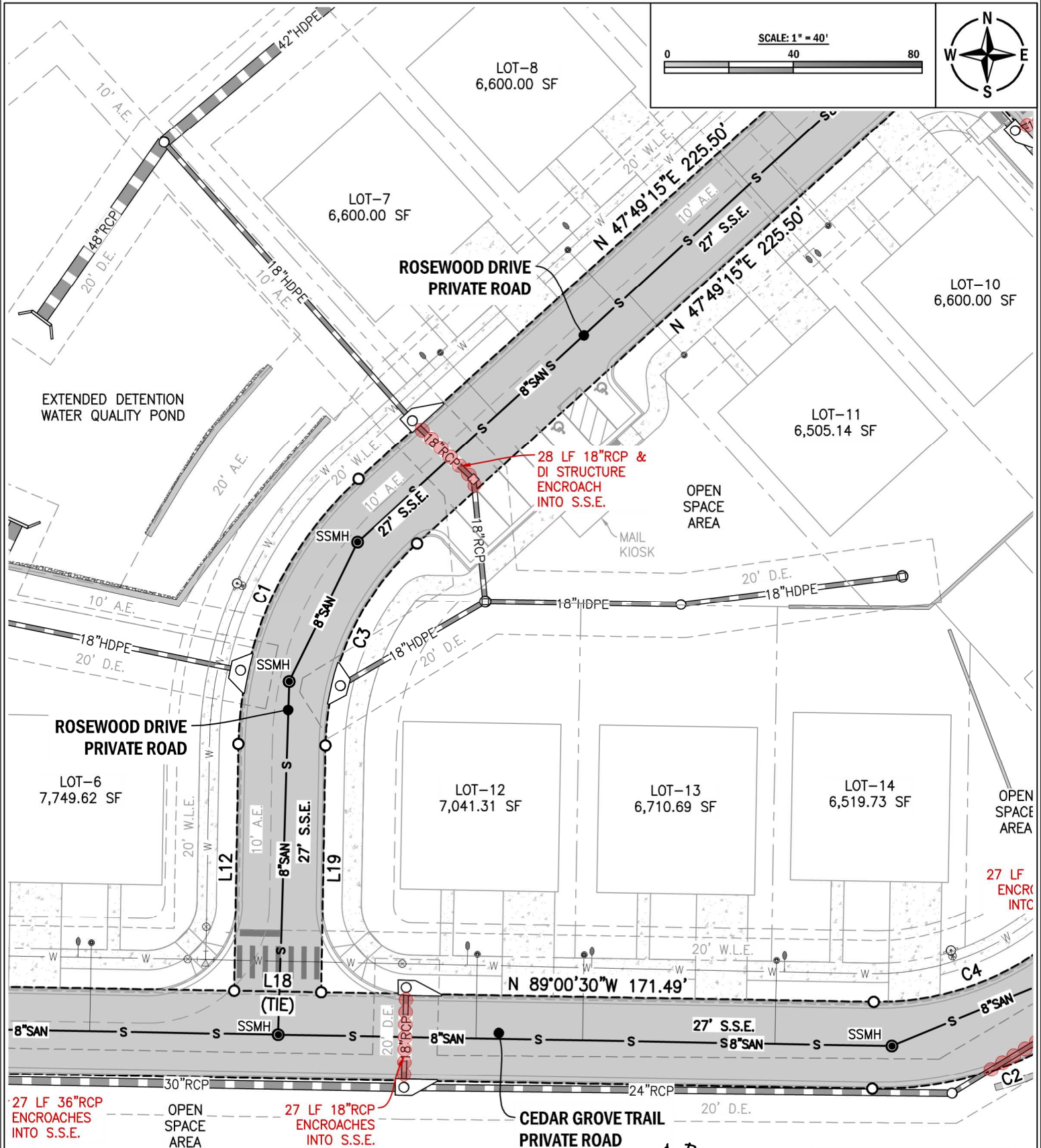
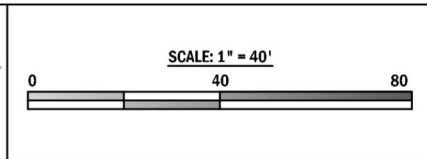
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27 LF 36" RCP ENCROACHES INTO S.S.E.

27 LF 18" RCP ENCROACHES INTO S.S.E.

27 LF ENCROACH INTO S.S.E.

**SEWER EASEMENT AREA NOTE**  
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SHEET 7 OF 7

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