

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 66400 , Page 200
Deed Book 68966, Page 292

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Arkan Echo, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (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 12580 Crabapple Road, Milton (enter address), and as more fully described in that certain conveyance recorded in Deed Book 66400, Page 200 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) 68966, Page 292 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 it, 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, its 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: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: Arkan Echo, LLC
3275 North Point Parkway, Suite 201
Alpharetta, GA 30005

District 2nd, Section 2nd, Land Lot(s) 1137 & 1168

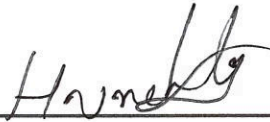
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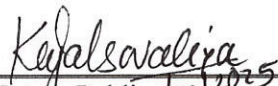
IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER Arkan Echo, LLC

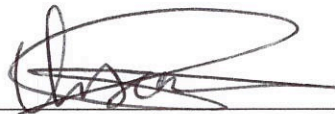
Signed sealed and delivered in the presence of


Unofficial Witness


Notary Public 01/30/2025
My Commission Expires: 11/13/2027

(Notary Seal)




Signature (Authorized Party to Bind Owner Entity)

Ihssan Hashem, Co-CEO
Signatory's Name and Title (printed)

Owner's Address: 3275 North Point Parkway
STE 201
Alpharetta, GA 30005

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day
of _____, 2024 in the
presence of:

FULTON COUNTY, GEORGIA a political
subdivision of the State of Georgia

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

ATTEST:

APPROVED AS TO FORM:

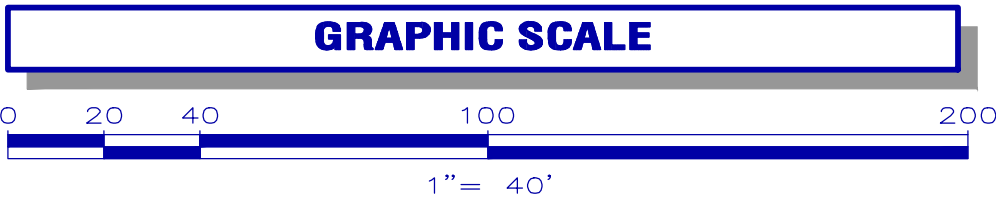
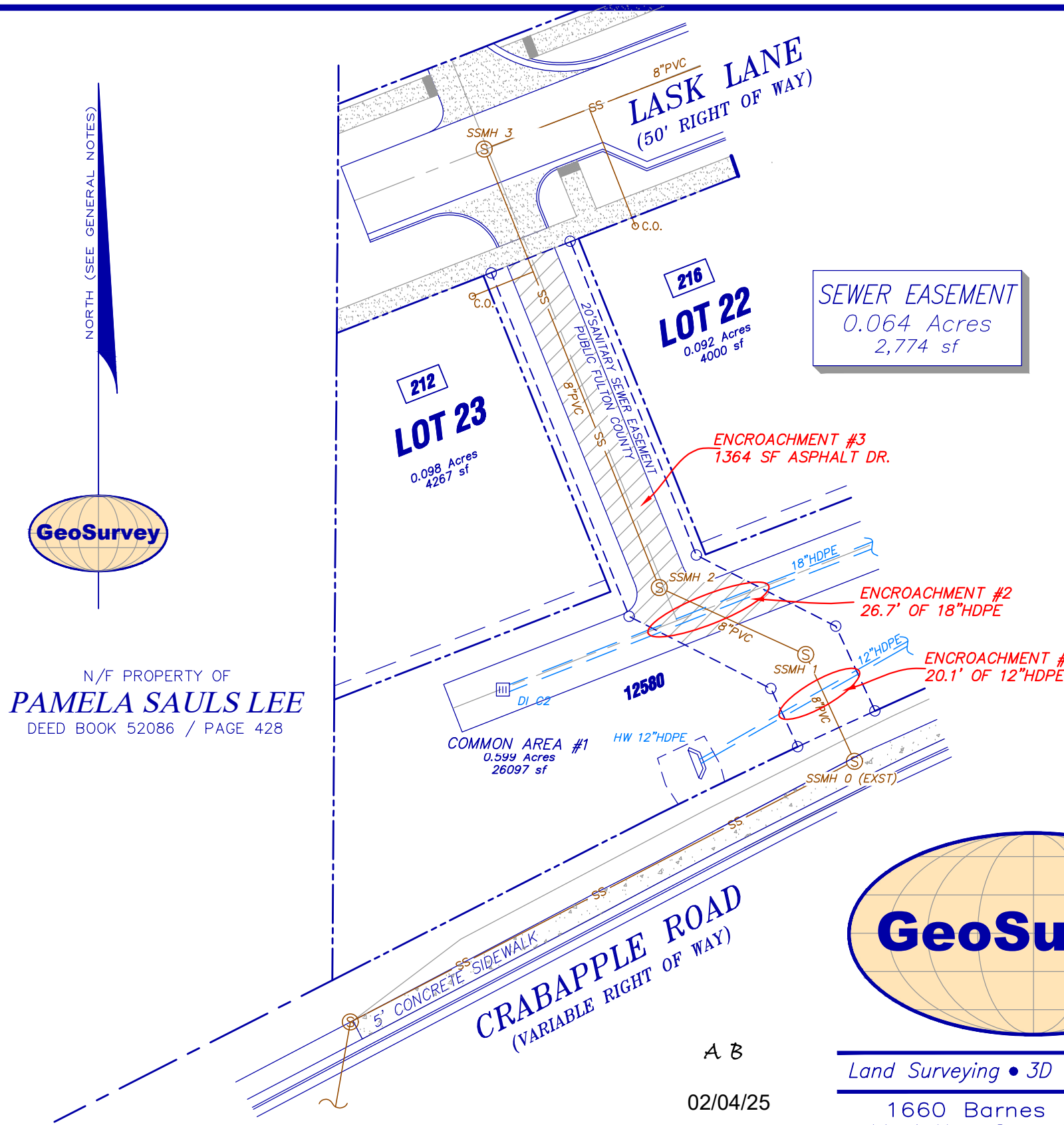
Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

Terry Peters, Acting Director
Department of Public Works

EXHIBIT “A”



- LEGEND**
- STANDARD SYMBOLS**
 - POWER POLE
 - GUY WIRE
 - POWER LINE
 - LIGHT POLE
 - ELECTRIC TRANSFORMER
 - GAS VALVE
 - GAS METER
 - WATER VALVE
 - WATER METER
 - FIRE HYDRANT
 - PHOTO POSITION INDICATOR
 - TREE POSITION INDICATOR
- STANDARD ABBREVIATIONS**
 - AC AIR CONDITIONER
 - CI CURB INLET
 - CMP CORRUGATED METAL PIPE
 - CMF CONCRETE MONUMENT FND
 - CO SANITARY CLEANOUT
 - CPED COMMUNICATION PEDESTAL
 - CTP CRIMPED TOP PIPE
 - DI DROP INLET
 - DIP DUCTILE IRON PIPE
 - DWCB DOUBLE WING CATCH BASIN
 - FNC FENCE
 - FND FOUND
 - JB JUNCTION BOX
 - MH MANHOLE
 - OTP OPEN TOP PIPE
 - PM POWER METER
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - RCP REINFORCED CONCRETE PIPE
 - RBR IRON REINFORCING BAR
 - RBS 5/8"RBR SET
 - SS SANITARY SEWER
 - CB CATCH BASIN

GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C0053G, AND THE DATE OF SAID MAP IS JUNE 19, 2020. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

PLEASE NOTE: ABOVE GROUND UTILITIES ARE SHOWN HEREON. NO UNDERGROUND UTILITIES WERE MARKED OR LOCATED.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(2011)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

NO ZONING REPORT OR ZONING LETTER WAS PROVIDED TO THE SURVEYOR. THE SITE IS ZONED "T4" (GENERAL URBAN DISTRICT) AS SHOWN ON THE ZONING MAP OF THE CITY OF MILTON, GA. THE MINIMUM YARD SETBACKS ARE: FRONT - 10 FEET; SIDE - NONE; AND REAR - 3 FEET. ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

THE CITY OF MILTON DOES NOT ENFORCE RESTRICTIVE COVENANTS.

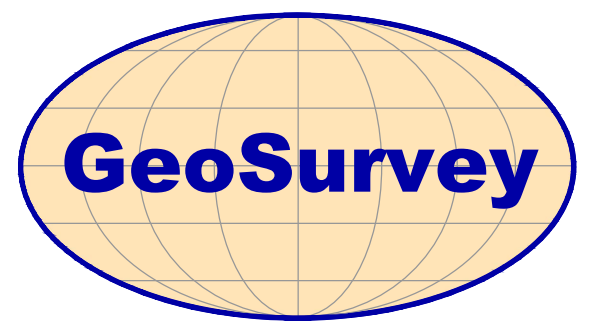
*PROPERTY CORNERS 5/8-INCH REBAR SET AT COMPLETION OF GRADING ACTIVITY OR WHEN REQUESTED BY CLIENT.

SURVEY REFERENCES

1. CIVIL PLANS FOR ECHO AT CRABAPPLE AS PREPARED BY THOMAS & HUTTON DATED JANUARY 16, 2023.

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,394, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE "S" SERIES TOTAL STATION AND TRIMBLE TSC SERIES DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 121,679 FEET. CAJ INIT.



GeoSurvey

Land Surveying • 3D Laser Scanning

1660 Barnes Mill Road
Marietta, Georgia 30062

Phone: (770) 795-9900
Fax: (770) 795-8880

www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

SANITARY SEWER ENCROACHMENT EXHIBIT

Echo at Crabapple

FOR

Arkan Echo, LLC

GS JOB NO:	20237649	DRAWING SCALE: 1"= 30'	SURVEY DATE: 01/28/2025	
FIELD WORK:	MJ	STATE: GEORGIA	REVISIONS (SEE GENERAL NOTES)	
PROJ MGR:	CAJ	COUNTY: FULTON	No.	Date
REVIEWED:		LAND LOT: 1168		Description
DWG FILE: 20237649.dwg		DISTRICT: 2ND SECTION: 2ND		