

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

Cross Reference

DB: 67839 PG: 112
DB: 67839 PG: 116
DB: 67839 PG: 120
Plat Book _____, Page _____
Deed Book 69819, Page 92

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

THIS AGREEMENT, made this 18th day of February, 2026, between Arkan Bethany, LLC 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.

69819 92

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book page of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, 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 is more fully described in Exhibit "A".
2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies 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.
3.

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.
4.

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.
5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.
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 when needed to protect the health, safety and general welfare of the public.

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, 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 solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

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.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.

This License and 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: Arkan Bethany, LLC
3275 North Point Parkway, STE201
Alpharetta, GA 30005

Re: 2nd District 1st Section, Land Lot(s) 972

Parcel Number: 21 547009720497, 21 547009720463, 21 547009720547

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

Signatures:

OWNER Arkan Bethany, LLC

Signed sealed and delivered in the presence of

[Handwritten Signature]

Unofficial Witness

[Handwritten Signature]

Signature (Authorized Party to Bind Owner Entity)

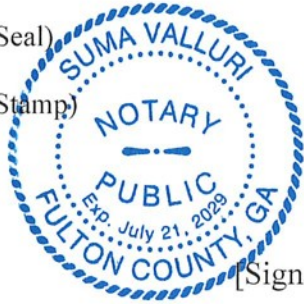
[Handwritten Signature]

Notary Public

My Commission Expires: 6/21/2029

(Notary Seal)

(Notary Stamp)



Ihssan Hashem, CEO

Signatory's Name and Title (printed)

Owner's Address: _____

3275 North Point Parkway, Suite 201

Alpharetta, GA 30005

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 20__ 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]

APPROVED AS TO FORM

ATTEST:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

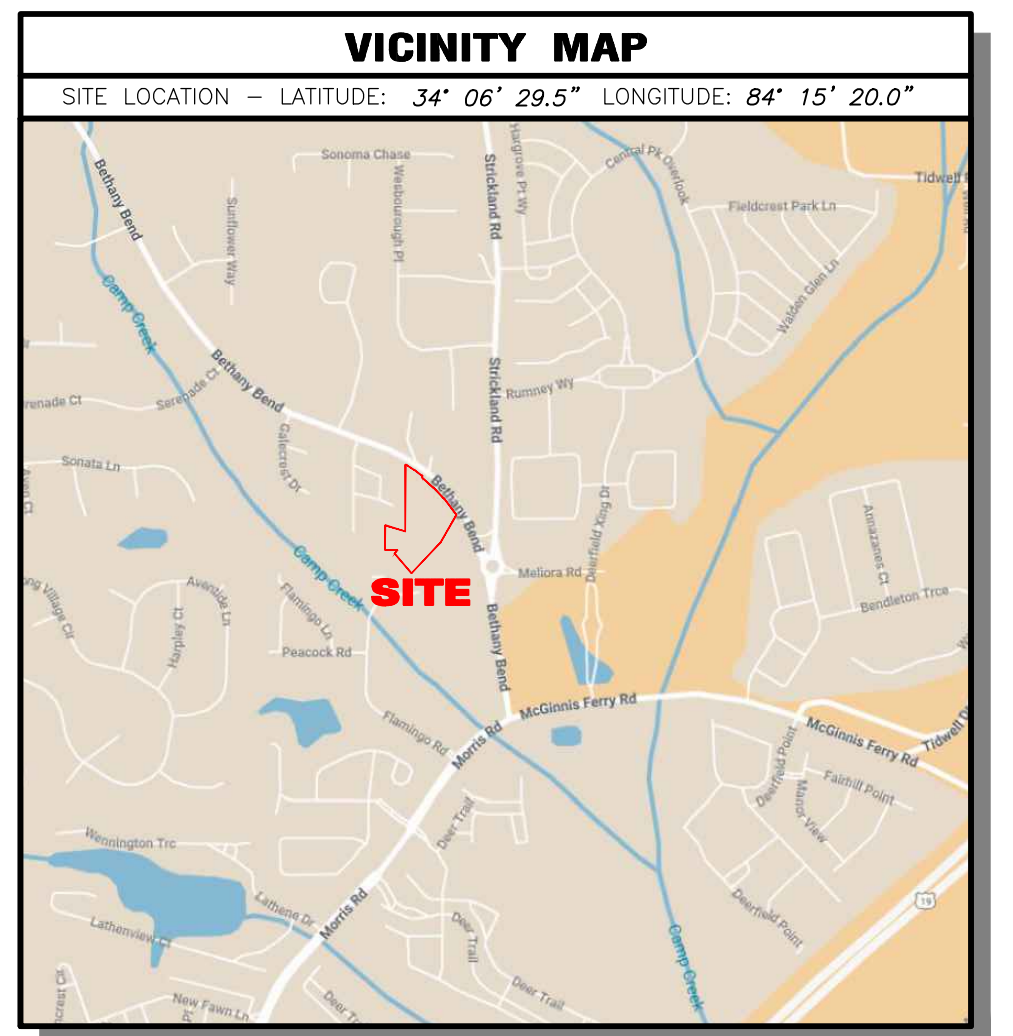
APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

EXHIBIT "A"

Elara At Bethany

CITY OF MILTON, FULTON COUNTY GEORGIA
 LAND LOTS 972, 2ND DISTRICT, 1ST SECTION
 PARENT TRACT PARCEL NUMBER: 21 547009720497,
 21 547009720463, 21 547009720547



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.

REVISIONS LISTED ON THIS SURVEY APPLY ONLY TO THE SPECIFIC CHANGES REFERENCED, AND DO NOT CONSTITUTE AN UPDATE OF OTHER DATA ON THIS SURVEY. THE "SURVEY DATE" SHOWN HEREON IS THE APPLICABLE DATE AS RELATED TO PROVISIONS OF STATUTES OF LIMITATION UNLESS SPECIFICALLY NOTED OTHERWISE.

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE 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 1312100576, 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.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY AGPS 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.

THE CITY OF MILTON DOES NOT ENFORCE RESTRICTIVE COVENANTS.

PROPERTY CORNERS ARE 5/8-INCH REBAR WITH A PLASTIC CAP SET UNLESS OTHERWISE NOTED.

THIS SITE DOES NOT CONTAIN ANY STATE WATERS OR WETLANDS.

CITY OF MILTON AND FULTON COUNTY PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.

CITY OF MILTON AND FULTON COUNTY PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.

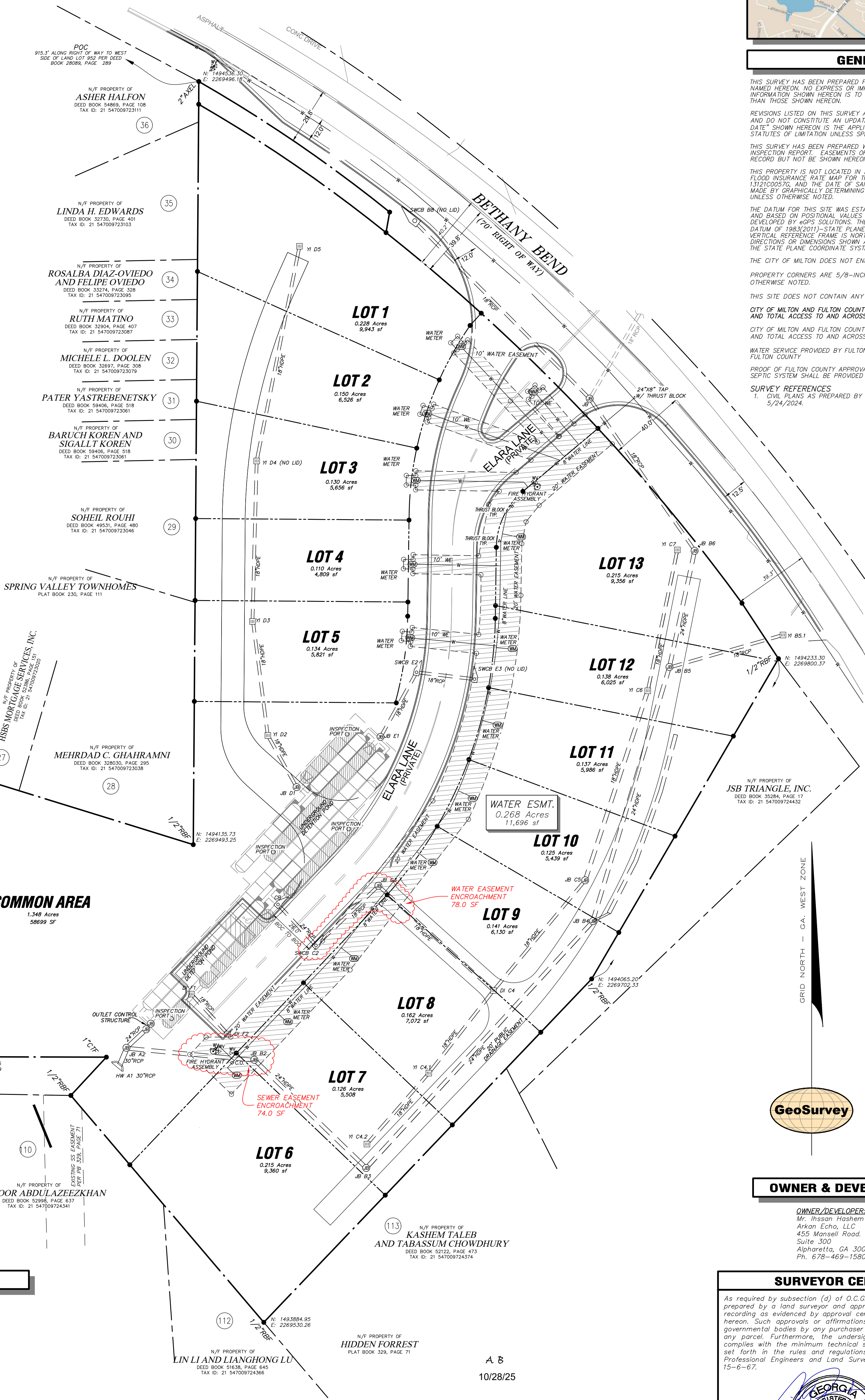
WATER SERVICE PROVIDED BY FULTON COUNTY AND WASTE WATER SERVICE PROVIDED BY FULTON COUNTY.

PROOF OF FULTON COUNTY APPROVAL FOR WATER CONNECTION, SEWER CONNECTION OR SEPTIC SYSTEM SHALL BE PROVIDED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

SURVEY REFERENCES
 1. CIVIL PLANS AS PREPARED BY PARADIGM ENGINEERING SERVICES INC. DATED 5/24/2024.

(CLERK OF COURT RECORDING INFORMATION)

LINE TABLE

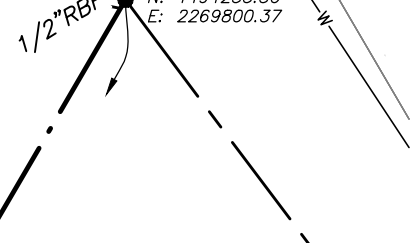


OWNER & DEVELOPER

OWNER/DEVELOPER:
 Mr. Arkan Hoshem
 Arkan Echo, LLC
 455 Mansell Road,
 Suite 300
 Alpharetta, GA 30022
 Ph. 678-469-1580

SURVEYOR CERTIFICATION (GA)

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



WATER INDEMNITY EXHIBIT OF

ELARA AT BETHANY

FOR

Arkan Homes

Professional Land Surveying Services
 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

LEGEND

STANDARD ABBREVIATIONS	STANDARD SYMBOLS	POWER POLE
AC AIR CONDITIONER	⚡	POWER POLE
BH BORE HOLE	○	GUY WIRE
BSL BUILDING SETBACK LINE	—	POWER LINE
CI CURB INLET	⊗	LIGHT POLE
CMP CORRUGATED METAL PIPE	⊗	ELECTRIC TRANSFORMER
CMF CONCRETE MONUMENT FND	⊗	WATER VAULT
CO SANITARY CLEANOUT	⊗	GAS VALVE
CPED COMMUNICATION PEDESTAL	⊗	GAS METER
CTP CRIMPED TOP PIPE	⊗	WATER VALVE
DI DROP INLET	⊗	WATER METER
DIP DUCTILE IRON PIPE	⊗	FIRE HYDRANT
DWCB DOUBLE WING CATCH BASIN	⊗	UNDERGROUND ELECTRIC LINE
FND FOUND	⊗	UNDERGROUND GAS LINE
GM GAS METER	⊗	UNDERGROUND COMMUNICATION LINE
INV INVERT	⊗	UNDERGROUND WATER LINE
JB JUNCTION BOX	⊗	PHOTO POSITION INDICATOR
MH MANHOLE	⊗	REGULAR PARKING SPACE COUNT
NF NAIL FOUND	⊗	HANDICAP PARKING SPACE
NS NAIL SET	⊗	TREE POSITION INDICATOR
OCS OUTLET CONTROL STRUCTURE	⊗	SIGN
OTF OPEN TOP PIPE	⊗	
PBX POWER BOX	⊗	
PM POWER METER	⊗	
POB POINT OF BEGINNING	⊗	
POC POINT OF COMMENCEMENT	⊗	
RCP REINFORCED CONCRETE PIPE	⊗	
RBR IRON REINFORCING BAR	⊗	
RBS 5/8"ØR SET CAPPED LSF 621	⊗	
SS SANITARY SEWER	⊗	
SWCB SINGLE WING CATCH BASIN	⊗	
TRANS ELECTRIC TRANSFORMER	⊗	

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
109+00.00	N 1/2° 00' 00" E	100.00	1/2° 00' 00"	100.00
110+00.00	N 1/2° 00' 00" E	100.00	1/2° 00' 00"	100.00

CLOSURE STATEMENT

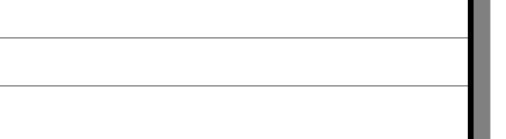
THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 59,234, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE "S" SERIES TOTAL STATION AND TRIMBLE TSC SERIES DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 59,234 FEET, CAL. INIT.

IF YOU DIG

Know what's below.
 Call before you dig.
 Dial 811
 Or Call 800-282-7411



GRAPHIC SCALE



GeoSurvey

Professional Land Surveying Services
 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



GS JOB NO.	DRAWING SCALE:	SURVEY DATE:
20247986-3	1" = 30'	April-1-2025
FIELD WORK:	MJ	CITY: MILTON
PROJ MGR:	CAJ	COUNTY: FULTON STATE: GA
REVIEWED:		LAND LOT: 972
DWG FILE: 20247986-3.dwg	DISTRICT: 2nd	SECTION: 1st

No.	Date	Description