

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 66400, Page 200  
Deed Book 68966, Page 297

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

THIS AGREEMENT, made this 9th day of July, 2025, between Arkan Echo, 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:

68966 297

1.

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book 68966 page 297 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 Standard Water Indemnification Agreement 08.2024

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 Echo, LLC  
3275 North Point Parkway, STE 201  
Alpharetta, GA 30005

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

Parcel Number: 22 385011 370060

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

Signatures:

Signed sealed and delivered in the presence of OWNER Arkan Echo, LLC

[Signature]  
Unofficial Witness Liliana Rodriguez  
02/06/2025

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

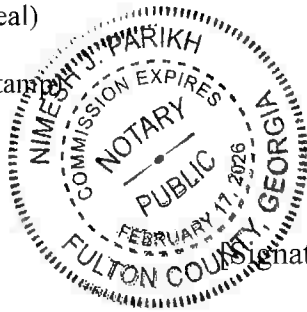
[Signature]  
Notary Public  
My Commission Expires: 02/17/2026

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

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

(Notary Seal)

(Notary Stamp)



3275 North Point Parkway, STE 301  
Alpharetta, GA 30005

Signatures continued on next page.]

Signed, sealed and delivered this 29 day of July, 2025 in the presence of:

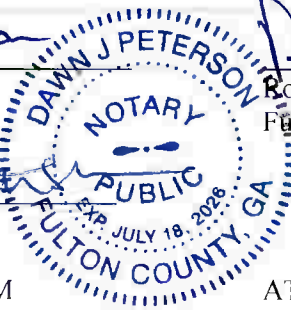
FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

Horizon Ali Han

Witness

Dawn J Peterson

[Notarial Seal]



Robert L. Pitts

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners



APPROVED AS TO FORM

ATTEST:

Y. Soo Jo  
Y. Soo Jo, County Attorney

Tonya R. Grier  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

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

ITEM # 25-0495 FRM 7 / 9 / 25  
FIRST REGULAR MEETING

## EXHIBIT “A

CITY OF MILTON, FULTON COUNTY GEORGIA  
LAND LOTS 1137 & 1168, 2ND DISTRICT, 2ND SECTION  
PARENT TRACT PARCEL NUMBER: 22 38501137008D

NOT PROPERTY OF  
STEPHEN CRAIG THOMPSON &  
JENNIFER MCCOY THOMPSON  
DEED BOOK 57328 / PAGE 439

W/ PROPERTY OF  
CRAHAPPLE CROSSROADS  
HOMEOWNERS ASSOCIATION  
OIED ROOM 54427 / PAGE 570

N/T PROPERTY OF  
SCOTT WILLIAMS &  
STACY ZOTTNECK  
DEED BOOK 55479 / PAGE 44

N/F PROPERTY OF  
ALISON O IBARGUEN  
DOLD BOOK 65827 / PAGE 125

N/E PROPERTY OF  
CRABAPPLE CROSSLANDS  
HOMEOWNERS ASSOCIATION INC  
OCTO BOOK 54427 / PAGE 570

3CA 14 34° 05' 22" 1046 34° 21' 00"

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON OR 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 1702100000G, AND THE DATE OF SAID MAP IS JUNE 18, 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 SYSTEM TECHNIQUE BASED ON POSITIONAL VALUES FOR THE VERTICAL DATUM. THE HORIZONTAL DATUM IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OF INTERSECTION 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 MILWAUKEE.  
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.

PROOF OF FLUTON 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 FOR ECHO AT CRABAPPLE AS PREPARED BY THOMAS & MUTTON  
DATED JANUARY 18, 2001

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED WAS A CLOSURE PRECISION OF ONE FOOT IN 42,384, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A STABLE "C" SERIES TOTAL STATION AND TRIMBLE "C" 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 42,384 FEET. CAL 881

STANDARD ABBREVIATIONS	STANDARD SYMBOLS
AL ALUMINUM	POWER PUMP
BA BATTERY	QTY. WIRE
BR BRASS	POWER LINE
CS CABLE	POWER LINE
CR CRIMPING	POWER LINE
CU COPPER	POWER LINE
DM DIMENSION	POWER LINE
DN DOWN	POWER LINE
DR DRAINAGE	POWER LINE
DS DOWN	POWER LINE
DT DOWN	POWER LINE
DU DOWN	POWER LINE
EL ELECTRIC	POWER LINE
EM ELECTRIC	POWER LINE
EN ELECTRIC	POWER LINE
EP ELECTRIC	POWER LINE
ES ELECTRIC	POWER LINE
ET ELECTRIC	POWER LINE
EV ELECTRIC	POWER LINE
EX ELECTRIC	POWER LINE
FL FLOOR	POWER LINE
FR FLOOR	POWER LINE
GA GALVANIZED	POWER LINE
GL GALVANIZED	POWER LINE
GR GRASS	POWER LINE
GU GUARD	POWER LINE
HA HARDWARE	POWER LINE
HO HOOD	POWER LINE
HT HOT	POWER LINE
IN INCH	POWER LINE
IR IRON	POWER LINE
IS INSULATION	POWER LINE
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JA JUNCTION	POWER LINE
JO JOINT	POWER LINE
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KZ KILN	POWER LINE
LA LAMP	POWER LINE
LB LAMP	POWER LINE
LC LAMP	POWER LINE
LD LAMP	POWER LINE
LE LAMP	POWER LINE
LF LAMP	POWER LINE
LG LAMP	POWER LINE
LH LAMP	POWER LINE
LI LAMP	POWER LINE
LJ LAMP	POWER LINE
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LT LAMP	POWER LINE
LU LAMP	POWER LINE
LV LAMP	POWER LINE
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MA MACHINERY	POWER LINE
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NX NAIL	POWER LINE
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NZ NAIL	POWER LINE
OB OBJECT	POWER LINE
OC OBJECT	POWER LINE
OD OBJECT	POWER LINE
OE OBJECT	POWER LINE
OF OBJECT	POWER LINE
OG OBJECT	POWER LINE
OH OBJECT	POWER LINE
OI OBJECT	POWER LINE
OJ OBJECT	POWER LINE
OK OBJECT	POWER LINE
OL OBJECT	POWER LINE
OM OBJECT	POWER LINE
ON OBJECT	POWER LINE
OO OBJECT	POWER LINE
OP OBJECT	POWER LINE
OQ OBJECT	POWER LINE
OR OBJECT	POWER LINE
OS OBJECT	POWER LINE
OT OBJECT	POWER LINE
OU OBJECT	POWER LINE
OV OBJECT	POWER LINE
OW OBJECT	POWER LINE
OX OBJECT	POWER LINE
OY OBJECT	POWER LINE
OZ OBJECT	POWER LINE
PA PAPER	POWER LINE
PB PAPER	POWER LINE
PC PAPER	POWER LINE
PD PAPER	POWER LINE
PE PAPER	POWER LINE
PF PAPER	POWER LINE
PG PAPER	POWER LINE
PH PAPER	POWER LINE
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PY PAPER	POWER LINE
PZ PAPER	POWER LINE
QA QUALITY	POWER LINE
QB QUALITY	POWER

02/10/78

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### Echo at Crabapple

**22-019WR**

FO

**IF YOU DO**

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

Professional Land Surveying Services

1860 Barnes Mill Road

Marietta, Georgia 30062

Phone: (770) 795-9999  
Fax: (770) 795-8888

www.geosurvey.com

EMAIL: info@geosurvey.com  
Certificate of Authorization LSF-000

CS JOB NO.	20237649	DRAWING SCALE:	1" = 30'	SURVEY DATE:	09/10/2024
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FIELD WORK:	ALL	CITY: WILTON	INVOICE: 787 (SEE OTHER PAGES)
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PROJ WCR	CAU	COUNTY: FULTON	STATE: GA
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REVIEWED:	LAND LOT: 1137 & 1168
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DOC FILE: 20237649-02.dwg DISTRICT: 2ND SECTION: 2ND