

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 67896 , Page 34
Deed Book 66786 , Page 62

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 2024, between Morning Creek Partners, 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.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 0 Ripple Way, South Fulton, 30349 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 66786, Page 62 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) 67896 , Page 34 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: Morning Creek Partners, LLC
6621 Bay Circle, Suite 170
Peachtree Corners, GA 30071

Re: 13th District Section, Land Lot(s) 128

Parcel Number: 13-0128-LL2254

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

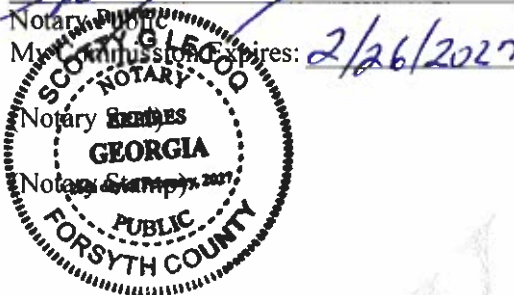
OWNER (Authorized Party to Bind Said
Entity)

James M. Tylor
Unofficial Witness

[Signature]
Owner Signature

Notary Public
My Commission Expires: 2/26/2027

Owner's Address: _____



490 BRISCOE BLVD
Lawrenceville, GA 30046

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

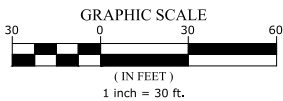
County Attorney

LEGEND:

RFB	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	PI	POINT OF INTERSECTION
SIB	SOLID IRON BAR	BSL	BUILDING SETBACK LINE
CMF	CONCRETE MONUMENT FOUND	DE	DRAINAGE EASEMENT
CL	CENTERLINE	CB	CATCH BASIN
R/W	RIGHT-OF-WAY	UM	UTILITY MANHOLE (SPECIFY TYPE)
LL	LAND LOT	DI	DROP INLET
LLL	LAND LOT LINE	HW	HEAD WALL
L	LINE	FES	FLARED END SECTION (FES)
A	ARC	TP	TELEPHONE PEDESTAL
R	RADIUS	TB	TELEPHONE BOX
CH	CHORD	SC	SEWER CLEANOUT
C	CURVE	WS	WATER SEEP
CONC	CONCRETE	WSIG	WATER SPIGOT SIGN
GP	GUY POLE	W	WATER VALVE
GV	GAS VALVE	WM	WATER METER
GM	GAS METER	WH	WATER HOLE
GMK	GAS MARKER	WSP	WATER SPIGOT
LP	LAMP POLE	WSPN	WATER SPIGOT SIGN
PP	POWER POLE	PS	PEDESTRIAN SIGNAL
FOM	FIBER OPTIC MARKER	CB	CABLE BOX
ICV	IRRIGATION CONTROL VALVE	CL	CENTERLINE
MW	MONITORING WELL	BH	BORE HOLE
PRV	PRESSURE RELEASE VALVE	FP	FENCE POST
PST	POWER STUB		
EM	ELECTRIC METER		
WF	WETLAND FLAG		
CMF	CORRUGATED METAL PIPE		
RCP	REINFORCED CONCRETE PIPE		
CD	CROSS DRAIN		
SS	SANITARY SEWER		
X-X	FENCE		
U	OVERHEAD UTILITY LINE(S)		

GENERAL NOTES:

- PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE RELYING ON THIS PLAT, THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS CONTRACTORS, AND/OR ITS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
- UNLESS OTHERWISE STATED HEREON, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM MY CASUAL ABOVE GROUND VIEW OF THE PREMISES.
- UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENTS, IF ANY, WHICH MIGHT IMPACT ON THE USE OF THE PREMISES WERE NOT LOCATED. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THE PREMISES.
- ACCEPTANCE OF THIS SURVEY PLAT OR USE OF THE CORNER MONUMENTS FOUND OR SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE UNDERSIGNED LIABILITY RELATED TO PROFESSIONAL NEGLIGENCE ACTS, ERRORS, OMISSIONS OR BREACH OF CONTRACT TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. FOR ADDITIONAL LIABILITY COVERAGE FROM THE UNDERSIGNED, A FEE OF 2% OF THE LIABILITY AMOUNT REQUESTED MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF THIS PROJECT.
- REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS THE SEAL IS SIGNED WITH A "LIVE" SIGNATURE.
- UNLESS OTHERWISE STATED HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.



ENCROACHMENT AREA
SUMMARY (ROAD EASEMENT):

DOMESTRIC WATER = 4,040 SF
STORM SEWER = 2,930 SF

EXHIBIT "A"

A M
4/26/2024

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

BUFFINGTON ROAD
AKA COUNTY ROAD 1385
(R/W VARIES)

TRICKLE BEND
(50' R/W)
PRIVATE ROAD (P.B. 435, PG 16)

SUMERSBE COURT
(50' R/W)
PRIVATE ROAD (P.B. 435, PG 16)

20' SSE
18' RCP

RIPPLE WAY
50' AE/UE

RIPPLE WAY
50' AE/UE - PRIVATE

N/F
BUFFINGTON PARK
HOMEOWNERS ASSOC. INC.
PID: 13 0128 LLL355
DB 4468 PG 636
PB 249 PG 13
(ZONED CUP)

SUBDIVIDED AS
BUFFINGTON PARK PHASE 1
PB 249 PG 13
(ZONED CUP)



Project No.: 1124-18-133
Surveyed By: B. COVENEY
Field Date: 10/27/2023
Drafted By: J. WOODS
Issue Date: 12/06/2023

RESIDENTIAL FINAL PLAT FOR:
**MORNING CREEK FOREST
PHASE III**
LOCATED IN:
LAND LOT 128, 134 DISTRICT, CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF ALL SECTIONS PRE-ANGLE POINT METHOD. THIS PLAT HAS BEEN CALCULATED FOR ADJUSTMENT. THE TOTAL ADJUSTMENT IS 0.0000 FEET. AN ELECTRONIC TOTAL STATION WAS USED TO OBTAIN THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. THE INFORMATION IS THE PROPERTY OF THE SURVEYOR. THIS PLAT DOES NOT EXTEND TO ANY UNLAWFUL ACTS OR OMISSIONS. THE SURVEYOR MAKES NO WARRANTY, PERSONS OR ENTITY.

No	ISSUED DESCRIPTION	DATE
1	REVISED PER COMMENTS	1/22/24
2	REVISED PER COMMENTS	2/2/24

ALL MATTERS OF TITLE ARE EXCEPTED © COPYRIGHT 2020 | MEMBER OF THE SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSG)

No	ISSUED DESCRIPTION	DATE
1	REVISED PER COMMENTS	1/22/24
2	REVISED PER COMMENTS	2/2/24

SEI
SOUTHEASTERN ENGINEERING, INC.
7410 Sandy Plains Road, Marietta, Georgia 30066
Tel: 770-371-5936 Fax: 770-371-5935
www.seiengineering.com
LIC. NO. 000015

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.



N~F
MORNING CREEK FOREST
PHASE 1
PB 435, PG 16

MORNING CREEK FOREST
PHASE 1
PB 435, PG 16

APPROX.
C/L CREEK

A diagram showing a ripple loop. A label "RIPPLE LOOP" is written above "50' AE/UE". A dashed line with arrows indicates the direction of flow or movement.

50' AE/UE
RIPPLE WAY

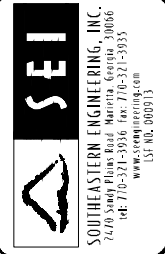
0' AE/UE - PRIVATE

50' AE/UE - PRIVATE

STORMWATER MGMT. POND
(COMMON AREA) - PRIVATE
17,690 S.F. - 0.41 ACRES
POND BOTTOM=873.0
WATER QUALITY ELEV=877.16
100 YR ELEV=878.64
TOP OF DAM=880.7

OPEN SPACE
473,260 SQ. FT.
10.86 ACRES

EXHIBIT "A"

[illegible]

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ± 0.11 FEET, AN ANGULAR ERROR OF ± 0.1 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1. FOOT IN 100 FEET. THE TOTAL LENGTH OF THE TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED, UNIDENTIFIED OR UNDESCRIBED PERSONS OR ENTITIES. NO RE-CERTIFICATION BY THE SURVEYOR MAKING SAID PERSON, PERSONS OR ENTITY.

RESIDENTIAL FINAL PLAT FOR:

MORNING CREEK FOREST
PHASE III

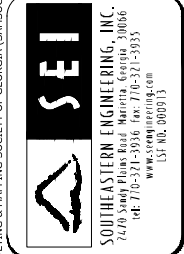
LAND LOT 128, 13th DISTRICT, CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA



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EXHIBIT "A"

AM
4/26/2024

[illegible]

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 51,266 FEET AND AN ANGLE CLOSURE OF 1 SECOND OF AN ARC PER POINT. AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE FOR 1 FOOT IN 50,000 FEET. AN INDETERMINATE TOTAL STATION WAS USED TO OBTAIN THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.

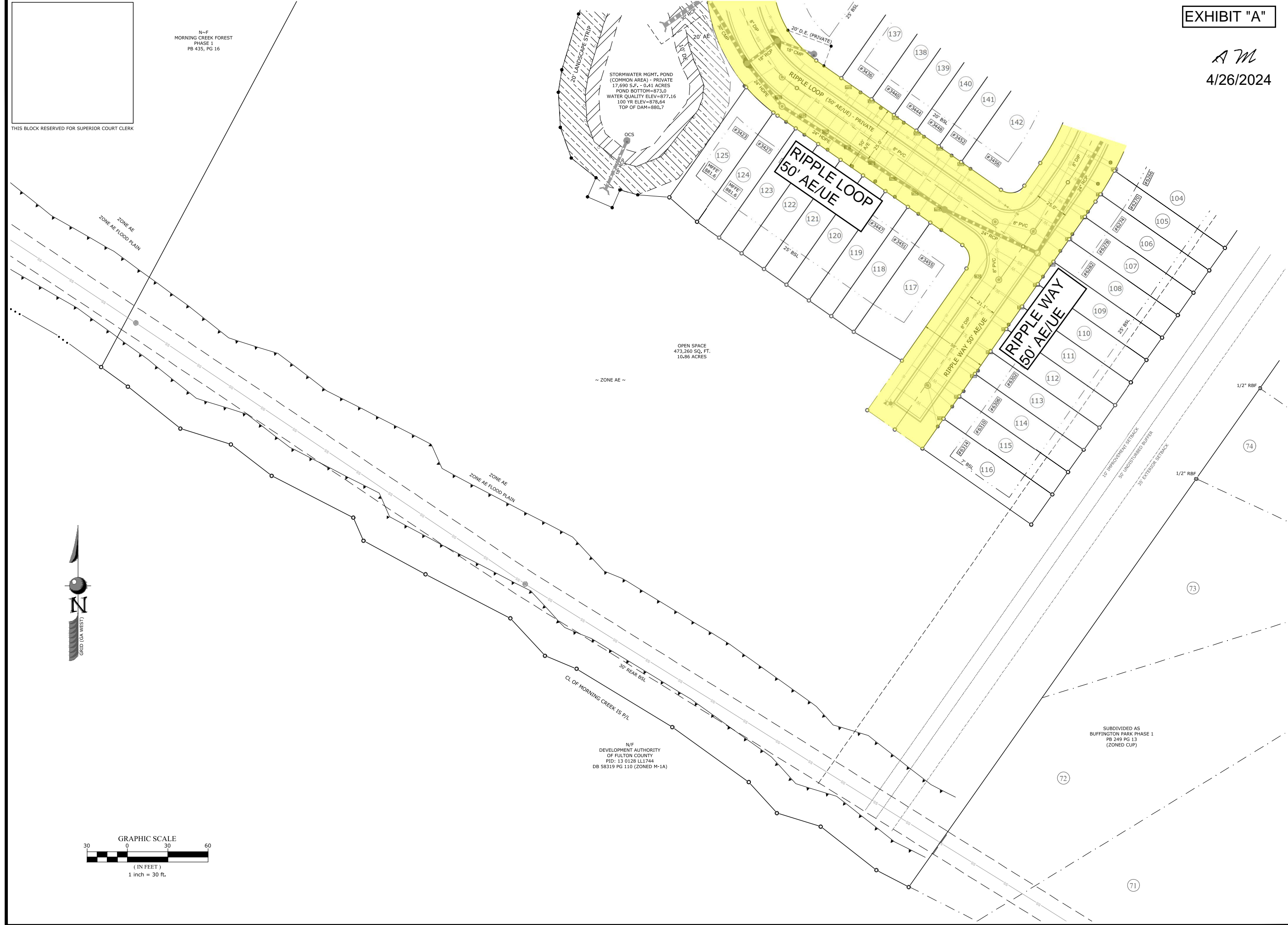
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. NO OTHER PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

MORNING CREEK FOREST
PHASE III

LAND LOT 128, 13th DISTRICT, CITY OF SOUTH FULTON,
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THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

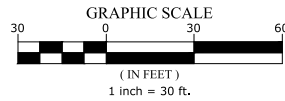


EXHIBIT "A"

[illegible]

PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 51,266 FEET AND AN ANGLE CLOSURE OF 1 SECOND PER POINT. THIS PLAT WAS PREPARED USING THE LEAST SQUARES METHOD, THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE FOR 1 FOOT IN 51,266 FEET. THE TOTAL MEASUREMENT STATION WAS 1,025.3 FEET. THE INFORMATION USED IN THE PREPARATION OF THIS PLAT:

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. NO OTHER PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

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PHASE III

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