

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 65688, Page 387  
Deed Book 67227, Page 75)

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

THIS AGREEMENT, made this 20<sup>th</sup> day of SEPT, 2023, between EA HOMES, LP 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 3000 Hembree Road (enter address), and as more fully described in that certain conveyance recorded in Deed Book 65688, Page 387-395 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) 67227, Page 75 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: EA Homes, LP

RE Land Lot(s) 691, District 1<sup>st</sup> Section, 2<sup>nd</sup>

Parcel Number: 12-259006910712



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

Signatures:

OWNER EA Homes, LP

Signed sealed and delivered in the presence of

[Signature]

Unofficial Witness

[Signature]

Notary Public

My Commission Expires: 5/31/2027

(Notary Seal)

(Notary Stamp)

**Iyonna Shannon**  
**NOTARY PUBLIC**  
**DeKalb County, GEORGIA**  
**My Commission Expires**  
**05/31/2027**

Attest:

FULTON COUNTY, GEORGIA

[Signature]  
Clerk of Commission



By: [Signature]  
Chairman, Board of Commissioners

APPROVED AS TO CONTENT

APPROVED AS TO FORM:

[Signature]  
David E. Clark, Director  
Department of Public Works

[Signature]  
Y. Soo Jo, County Attorney

ITEM # 23-0869 RM 12/6/23  
REGULAR MEETING



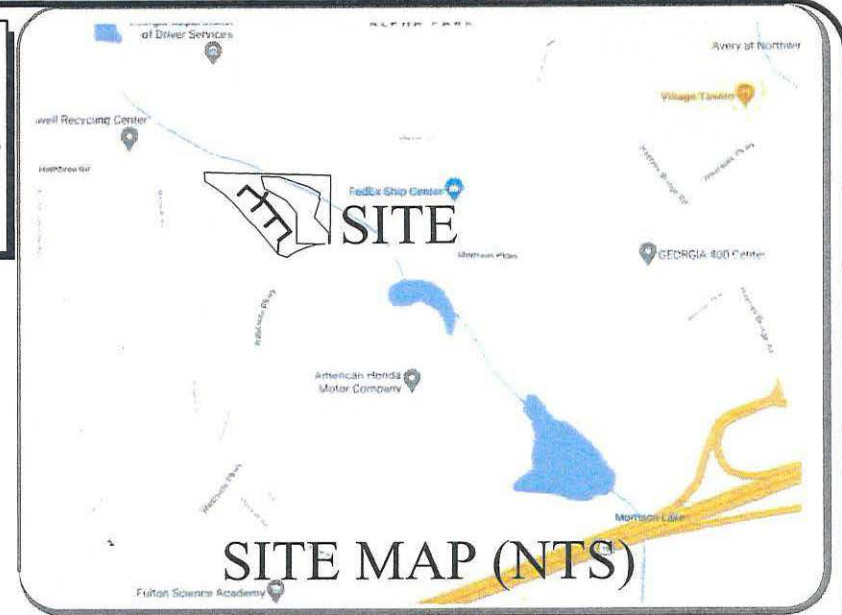
Line Table			Line Table			Line Table			SITE DATA
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	
L1	20.00	N38°49'34"W	L13	33.11	N25°03'28"E	L25	138.48	S39°59'50"E	
L2	116.06	N51°10'26"E	L14	42.88	N61°06'51"W	L26	172.42	S39°25'14"E	
L3	142.12	N39°25'14"W	L15	110.65	N47°41'51"W	L27	136.27	S51°10'26"W	ADDRESS: 3000 HEMBREE ROAD ALPHARETTA, GA 30009  TAX PARCEL ID: 12-259006910712
L4	126.01	S50°19'03"W	L16	94.52	S43°49'03"W				
L5	20.00	N39°40'57"W	L17	20.00	N46°10'57"W				
L6	126.00	N50°19'03"E	L18	114.00	N43°49'03"E				
L7	128.03	N39°59'50"W	L19	127.78	S47°41'51"E				
L8	29.04	N41°56'21"W	L20	40.13	S61°06'51"E				
L9	32.16	S25°03'28"W	L21	54.40	N30°20'50"E				
L10	95.50	S52°05'01"W	L22	20.00	S59°55'07"E				
L11	20.00	N37°54'59"W	L23	56.93	S30°20'50"W				
L12	90.69	N52°05'01"E	L24	37.18	S41°56'21"E				

### CONTACT INFORMATION:

OWNER: KEVIN NORTON  
EMPIRE COMMUNITIES

ADDRESS: 5775 GLENRIDGE DR  
BLDG B, SUITE 350  
ATLANTA, GA 30328

PHONE: 770-541-6910



### LEGAL DESCRIPTION (SEWER EASEMENT EXHIBIT)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 691 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT A RIGHT-OF-WAY (R/W) CONCRETE MONUMENT FOUND LOCATED AT THE WESTERLY MITER INTERSECTION OF THE NORTHWESTERLY R/W LINE OF MORRISON PARKWAY (VARIABLE R/W PUBLIC) AND THE NORTHEASTERLY R/W LINE OF HEMBREE ROAD (VARIABLE R/W PUBLIC); THENCE NORTH 04 DEGREES 25 MINUTES 24 SECONDS EAST A DISTANCE OF 96.33 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 38 DEGREES 49 MINUTES 34 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 51 DEGREES 10 MINUTES 26 SECONDS EAST A DISTANCE OF 116.06 FEET TO A POINT; THENCE NORTH 39 DEGREES 25 MINUTES 14 SECONDS WEST A DISTANCE OF 142.12 FEET TO A POINT; THENCE SOUTH 50 DEGREES 19 MINUTES 03 SECONDS WEST A DISTANCE OF 126.01 FEET TO A POINT; THENCE NORTH 39 DEGREES 40 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 50 DEGREES 19 MINUTES 03 SECONDS EAST A DISTANCE OF 126.00 FEET TO A POINT; THENCE NORTH 39 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 128.03 FEET TO A POINT; THENCE NORTH 41 DEGREES 56 MINUTES 21 SECONDS WEST A DISTANCE OF 29.04 FEET TO A POINT; THENCE SOUTH 25 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 32.16 FEET TO A POINT; THENCE SOUTH 52 DEGREES 05 MINUTES 01 SECONDS WEST A DISTANCE OF 95.50 FEET TO A POINT; THENCE NORTH 37 DEGREES 54 MINUTES 59 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 25 DEGREES 03 MINUTES 28 SECONDS EAST A DISTANCE OF 33.11 FEET TO A POINT; THENCE NORTH 61 DEGREES 06 MINUTES 51 SECONDS WEST A DISTANCE OF 42.88 FEET TO A POINT; THENCE NORTH 47 DEGREES 41 MINUTES 51 SECONDS WEST A DISTANCE OF 110.65 FEET TO A POINT; THENCE SOUTH 43 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 94.52 FEET TO A POINT; THENCE NORTH 46 DEGREES 10 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 43 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 114.00 FEET TO A POINT; THENCE SOUTH 47 DEGREES 41 MINUTES 51 SECONDS EAST A DISTANCE OF 127.78 FEET TO A POINT; THENCE SOUTH 61 DEGREES 06 MINUTES 51 SECONDS EAST A DISTANCE OF 40.13 FEET TO A POINT; THENCE NORTH 30 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 54.40 FEET TO A POINT; THENCE SOUTH 59 DEGREES 55 MINUTES 07 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 30 DEGREES 20 MINUTES 50 SECONDS WEST A DISTANCE OF 56.93 FEET TO A POINT; THENCE SOUTH 41 DEGREES 56 MINUTES 21 SECONDS EAST A DISTANCE OF 37.18 FEET TO A POINT; THENCE SOUTH 39 DEGREES 59 MINUTES 50 SECONDS EAST A DISTANCE OF 138.48 FEET TO A POINT; THENCE SOUTH 39 DEGREES 25 MINUTES 14 SECONDS EAST A DISTANCE OF 172.42 FEET TO A POINT; THENCE SOUTH 51 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 136.27 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, SAID TRACT HAVING AN AREA OF 0.483 ACRES (21,059 SQUARE FEET).

### ENCROACHMENT TABLE

STORMWATER PIPE: 140 SQ-FT  
WATER PIPE: 102 SQ-FT  
TOTAL: 242 SQ-FT

### LEGEND



350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
(770)451-2741 WWW.PEC.PLUS  
C.O.A.-LSF000004

LDP NUMBER: 22-002-WR SEWER EASEMENT EXHIBIT "A"

FOR:  
FIREFLY

COUNTY FULTON  
STATE OF STATE  
CITY OF ALPHARETTA  
LAND LOT(S) 691  
DISTRICT 1st SECTION 2nd



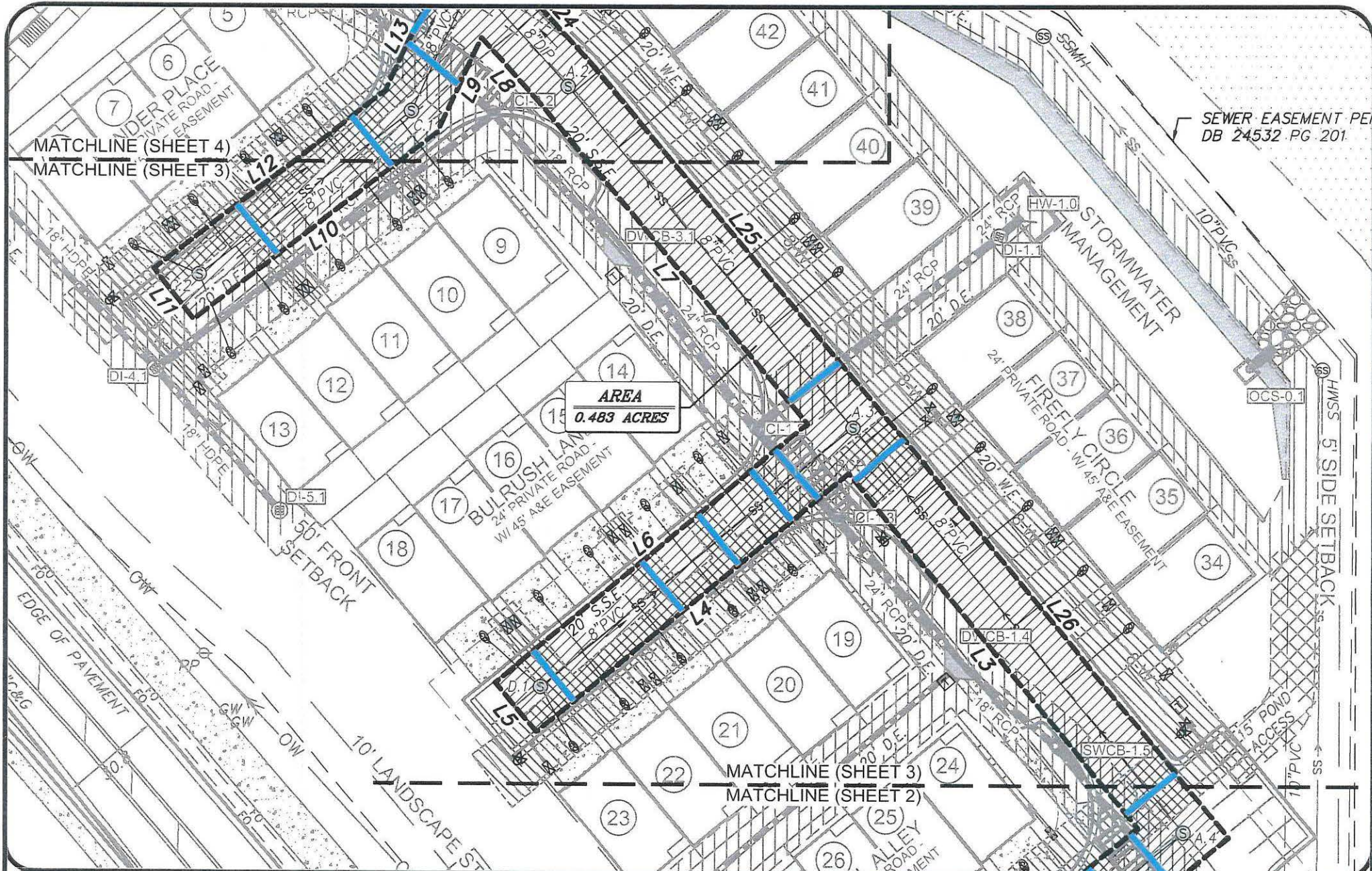
SHEET 1 OF 4

DRAWN BY: FA  
CHECKED BY: FA  
FILE NO.: 16182.00  
DATE: 07/18/23  
SCALE: 1"=40'









**Planners & Engineers Collaborative+**  
 LAND PLANNING • SURVEYING & CONSTRUCTION • CIVIL ENGINEERING •  
 ARBORISTS • LANDSCAPE ARCHITECTURE • WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092  
 (770)451-2741 WWW.PEC.PLUS  
 C.O.A.-LSF000004

LDP NUMBER: 22-002-WR **SEWER EASEMENT EXHIBIT "A"**  
 FOR:  
**FIREFLY**

COUNTY FULTON  
 STATE OF STATE  
 CITY OF ALPHARETTA  
 LAND LOT(S) 691  
 DISTRICT 1st SECTION 2nd



SHEET 3 OF 4

DRAWN BY: FA  
 CHECKED BY: FA  
 FILE NO.: 16182.00  
 DATE: 07/18/23  
 SCALE: 1"=40'



