

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 _____, Page _____
Deed Book _____, Page _____

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this 10th day of August 2022, between Pulte Home Company, 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 Enclave at Parkway Village (enter address), and as more fully described in that certain conveyance recorded in Deed Book 63059, Page 323 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) _____, Page _____ 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 private improvements as same are more fully described in Exhibit "A".

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: __Pulte Home Company LLC
RE Land Lot(s) __118_____, District __9th_____

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

Signatures: _____

Jason Garrett, VP Land Development

Signed, sealed and delivered in

the presence of:

Helf Chapler
Unofficial Witness

Owner: Pulte Home Company LLC
Address: 2475 Northwinds Pkwy #600

Alpharetta, Georgia 30009

PULTE HOME COMPANY, LLC
CORPORATE SEAL
MICHIGAN

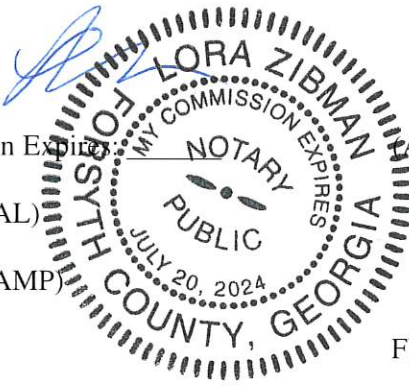
Notary Public

My Commission Expires

(NOTARY SEAL)

(NOTARY STAMP)

Attest:



Authorized Party to Bind Said Entity)

FULTON COUNTY, GEORGIA

Clerk of the Commission

By: _____

Chairman, Board of Commissioners

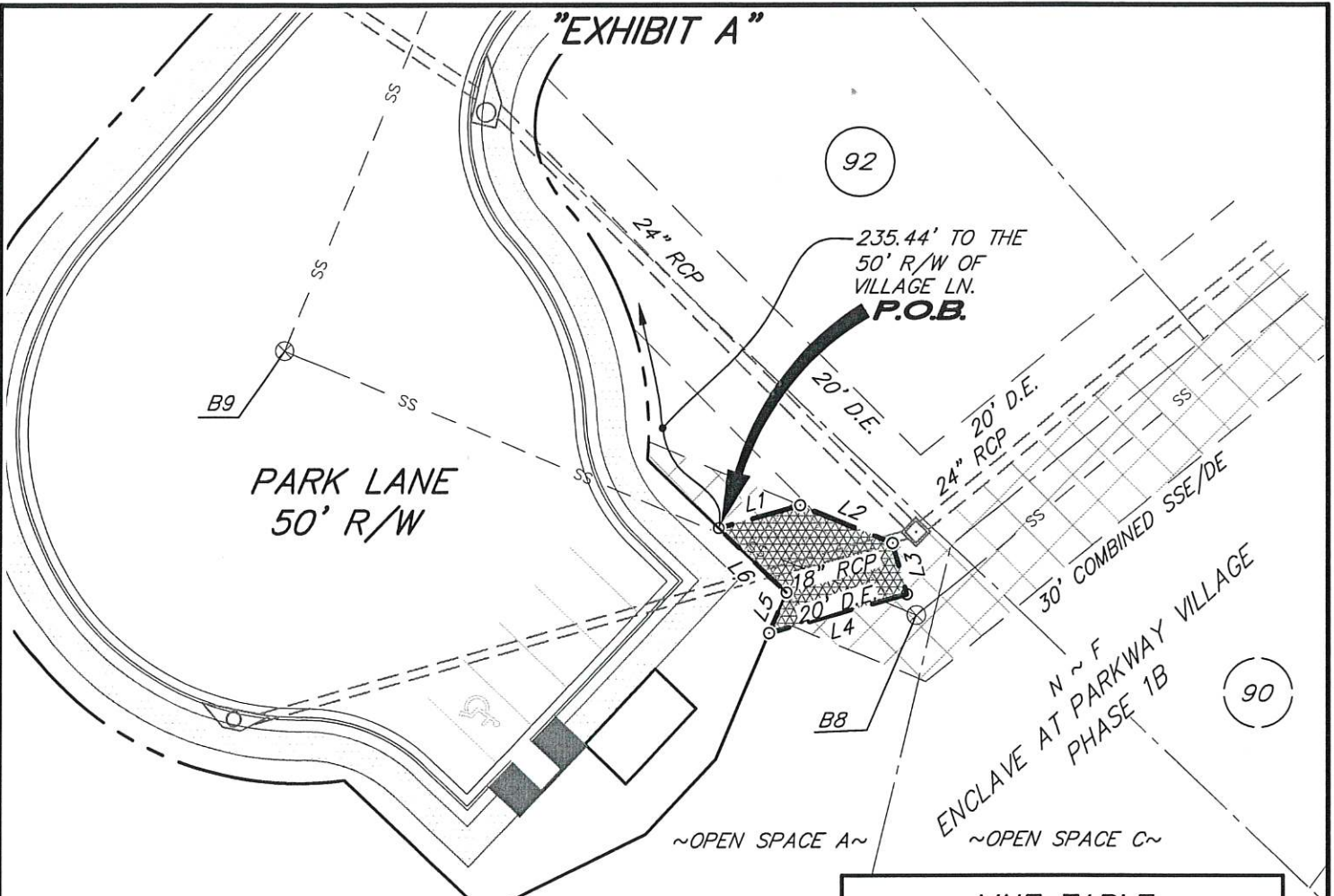
APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

County Attorney

"EXHIBIT A"



9-16-2022



SCALE IN FEET

STORM WATER ENCROACHMENT AREA
0.009 Acres
401±

LF

9/23/2022

LINE TABLE		
LINE #	BEARING	CHORD
L1	N74°19'00"E	14.82'
L2	S67°22'33"E	17.34'
L3	S15°41'00"E	9.25'
L4	S74°19'00"W	24.87'
L5	N23°05'07"E	7.66'
L6	N46°27'54"W	16.32'

Gaskins

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Lawrenceville Office Marietta Office Canton Office
558 Old Norcross Rd Ste. 204 1266 Powder Springs Rd 147 Reinhardt College Pkwy
Lawrenceville, GA 30046 Marietta, GA 30064 Ste. 3 Canton, GA 30114
Phone: (770) 299-1005 Phone: (770) 424-7168 Phone: (770) 479-9698

STORMWATER ENCROACHMENT EXHIBIT FOR:
ENCLAVE AT PARKWAY VILLAGE
"PHASE 1A"

LOCATED IN L.L. 118
9th DISTRICT, SECTION F
UNION CITY,
FULTON COUNTY, GA.

FIELD DATE: 9/20/2021 DRAWN BY: JIC
OFFICE DATE: 8/23/2022 CHECKED BY: CRC
SCALE: 1"=30' FILE: P:\Pulte

**STORM WATER ENCROACHMENT DESCRIPTION FOR
ENCLAVE AT PARKWAY VILLAGE – PHASE 1A**

All that easement area being in Land Lot 118 of the 9th District, Section F, Union City, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at the southwesterly intersection of the westerly right of way of Village Lane (50'R/W) and southerly right of way of Park Lane (50'R/W);

Thence along the southerly right of way of Park Lane (50'R/W) 235.44 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence from said TRUE POINT OF BEGINNING the following courses and distances:

Thence departing said southerly right of way North 74 Degrees 19 Minutes 00 Seconds East a distance of 14.82 feet to a point;

Thence South 67 Degrees 22 Minutes 33 Seconds East a distance of 17.34 feet to a point;

Thence South 15 Degrees 41 Minutes 00 Seconds East a distance of 9.25 feet to a point;

Thence South 74 Degrees 19 Minutes 00 Seconds West a distance of 24.87 feet to a point on the southerly right of way of Park Lane;

Thence along said southerly right of way North 23 Degrees 05 Minutes 07 Seconds East a distance of 7.66 feet to a point;

Thence continuing along said southerly right of way North 46 Degrees 27 Minutes 54 Seconds West a distance of 16.32 feet to a point, which is the TRUE POINT OF BEGINNING.

Said Right of Way having an area of 0.009 acres (401square feet), more or less.



LF

9/23/2022

9-16-2022



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<u>Lawrenceville Office</u>	<u>Marietta Office</u>	<u>Canton Office</u>
558 Old Norcross Rd Ste. 204 Lawrenceville, GA 30046 Phone: (770) 299-1005	1266 Powder Springs Rd Marietta, GA 30064 Phone: (770) 424-7168	147 Reinhardt College Pkwy Ste. 3 Canton, GA 30114 Phone: (770) 479-9698

STORM WATER ENCROACHMENT
DESCRIPTION FOR:

**ENCLAVE AT PARKWAY VILLAGE
"PHASE 1A"**

LOCATED IN L.L. 118
9th DISTRICT, SECTION F
UNION CITY,
FULTON COUNTY, GA.

PG 2 OF

FIELD DATE: 9/20/2021	DRAWN BY: JIC
OFFICE DATE: 8/23/2022	CHECKED BY: CRC
SCALE: N/A	FILE: P: \Pulte