

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 66850, Page 303
Deed Book 69643, Page 1

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT made this 17th day of June 2026, between Toll Southeast LP Company, Inc. a property owner within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("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 1000 Lexington Farm Drive, Alpharetta, GA 30004, and as more fully described in that certain conveyance recorded in Deed Book 66850, Page 303 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 water meter easement, as referenced in and recorded at Deed Book 69643, Page 1 of Fulton County, Georgia records, and hereby grants Owner a License to enter within portions of its water meter 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 the 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 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.

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: Toll Southeast LP Company, Inc
1140 Virginia Drive
Fort Washington, PA 19034

Re: 2nd District 2nd Section, Land Lot(s) 1248 & 1249

Parcel Number: 22 466012490253 & 22 450012480506

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 Toll Southeast LP Company, Inc

Jacob Pontius - JACOB PONTIUS
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 12/19/26

(Notary Seal)

(Notary Stamp)



Attest:

Clerk of Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

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

J.R. CROWE - VICE PRESIDENT
Signatory's Name and Title (printed)

Owner's Address: _____
1140 Virginia Drive,
Fort Washington, PA 19034

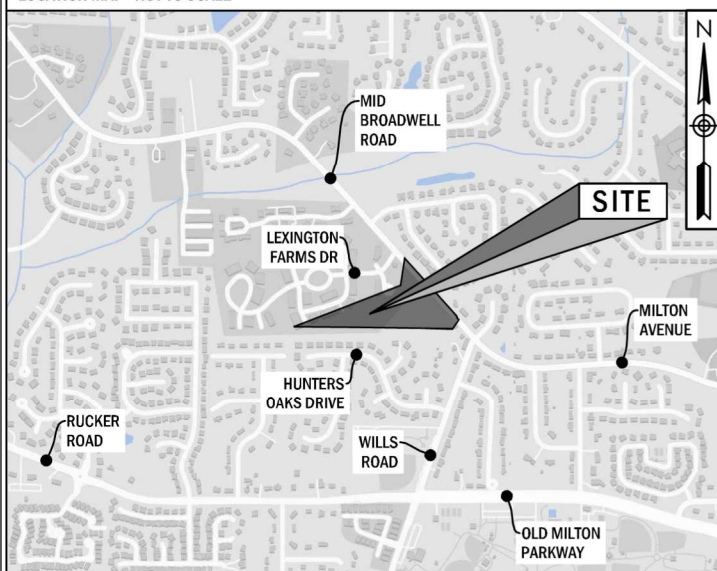
FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

LOCATION MAP - NOT TO SCALE



OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

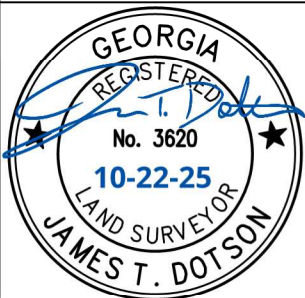
ENGINEER

KIMLEY HORN AND ASSOCIATES, INC
1200 PEACHTREE STREET NE, SUITE 800
ATLANTA, GA 30309
PHONE: 404.419.8700
CONTACT: BENJAMIN W. SKIDMORE
EMAIL: BEN.SKIDMORE@KIMLEY-HORN.COM

SURVEYOR

PAPE-DAWSON GEORGIA, LLC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DENVER.YOUNGBLOOD@PAPE-DAWSON.COM

PAPE-DAWSON GEORGIA, LLC
CERTIFICATE OF AUTHORIZATION # LSF000953



CURVE TABLE

CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 24°24'22"E	133.50'	109.11'	106.10'
C2	S 69°24'22"W	86.50'	65.18'	63.64'
C3	N 24°24'22"E	113.50'	92.77'	90.21'
C4	S 69°24'22"W	66.50'	50.11'	48.93'

SITE DATA

ADDRESS: MID BROADWELL ROAD
ALPHARETTA, GA 30005
TAX PARCEL ID: 22 466012490253
& 22 450012480506
ALPHARETTA LDP #: D230012
FINAL PLAT CASE #: FP250002

WATER EASEMENT AREA NOTE

WATER LINE EASEMENT HAS A TOTAL OF
48,158.2 SQUARE FEET (1.105 ACRES)

ENCROACHMENT TABLE

SANITARY SEWER PIPE -	119 LF
18" RCP STORM PIPE -	194 LF
12" HDPE STORM PIPE -	20 LF
18" HDPE STORM PIPE -	30 LF
24" RCP STORM PIPE -	34 LF
30" RCP STORM PIPE -	3 LF
42" HDPE STORM PIPE -	15 LF
48" RCP STORM PIPE -	20 LF
TOTAL STORM PIPE -	316 LF
SINGLE WING CATCH BASINS -	5
DOUBLE WING CATCH BASINS -	2
HOODED CATCH BASIN -	1
JUNCTION BOX -	1

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 66°38'33"W	139.48'
L2	N 00°59'30"E	20.00'
L3	N 00°59'30"E	56.70'
L4	N 47°49'15"E	20.00'
L5	N 47°49'15"E	55.00'
L6	N 42°10'45"W	8.50'
L7	N 47°57'39"E	25.62'
L8	S 42°02'21"E	108.02'
L9	S 47°57'39"W	21.92'
L10	N 42°10'45"W	12.03'
L11	S 47°49'15"W	21.56'
L12	N 42°10'45"W	20.00'
L13	N 47°49'15"E	21.56'
L14	N 42°10'45"W	47.51'
L15	S 47°49'15"W	58.43'
L16	S 47°49'15"W	57.51'
L17	N 42°10'45"W	20.00'
L18	N 47°49'15"E	37.51'
L19	S 47°49'15"W	55.46'
L20	S 42°10'45"E	46.00'
L21	S 47°49'15"W	13.17'
L22	N 42°10'45"W	46.00'
L23	S 47°49'15"W	34.83'
L24	S 42°10'45"E	46.00'
L25	S 47°49'15"W	13.17'
L26	N 42°10'45"W	46.00'
L27	S 47°49'15"W	60.18'
L28	S 89°00'30"E	20.00'
L29	N 00°59'30"E	56.70'
L30	S 42°11'05"E	46.00'
L31	N 47°49'15"E	13.18'
L32	N 42°11'05"W	46.00'
L33	N 47°49'15"E	87.91'
L34	N 42°10'45"W	7.39'
L35	S 47°49'15"W	30.83'
L36	S 42°10'45"E	7.39'
L37	S 47°49'15"W	14.15'

SHEET 1 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY: JTD/KR

DATE: 10-22-2025

JOB NO.: 2024-151

SCALE: AS SHOWN

WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

LEGAL DESCRIPTION - EMBERLY SUBDIVISION - WATER LINE EASEMENT

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1248 AND 1249 OF THE 2ND LAND DISTRICT, 2ND SECTION OF FULTON COUNTY, THE CITY OF ALPHARETTA, GEORGIA, CONTAINING 1.105 ACRES (48,158.2 SF) AND BEING MORE PARTICULARLY DESCRIBED AS A "WATER LINE EASEMENT" ON A WATER LINE EASEMENT EXHIBIT FOR EMBERLY SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC AND FULTON COUNTY, PREPARED BY PAPE-DAWSON GEORGIA, LLC, DATED 10-22-2025, WHICH READS AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 66°38'33" WEST ALONG A TIE LINE A DISTANCE OF 139.48' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 594.84' TO A POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 56.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=109.11', RADIUS=133.50') WHICH SUBTENDS A CHORD DISTANCE OF 106.10' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 245.50' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 160.29' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 146.62' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 55.00' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 8.50' TO A POINT; THENCE NORTH 47°57'39" EAST A DISTANCE OF 25.62' TO A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF MID-BROADWELL ROAD (R/W VARIES); THENCE ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF MID-BROADWELL ROAD (R/W VARIES) SOUTH 42°02'21" EAST A DISTANCE OF 108.02' TO A POINT; THENCE LEAVING THE SOUTHWESTERN RIGHT-OF-WAY OF MID-BROADWELL ROAD (R/W VARIES) SOUTH 47°57'39" WEST A DISTANCE OF 21.92' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 12.03' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 21.56' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 21.56' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 47.51' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 58.43' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 450.02' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 57.51' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 37.51' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 165.35' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 55.46' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 13.17' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 34.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 13.17' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 46.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 60.18' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=65.18', RADIUS=86.50') WHICH SUBTENDS A CHORD DISTANCE OF 63.64' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 813.33' TO A POINT, WHICH IS THE POINT OF BEGINNING. SAID TRACT OR PARCEL HAVING AN AREA OF 2.67 ACRES (116,316.2 SF)

LESS AND EXCEPT THE FOLLOWING AREA CONTAINING 1.565 ACRES (68,158.0 SF)

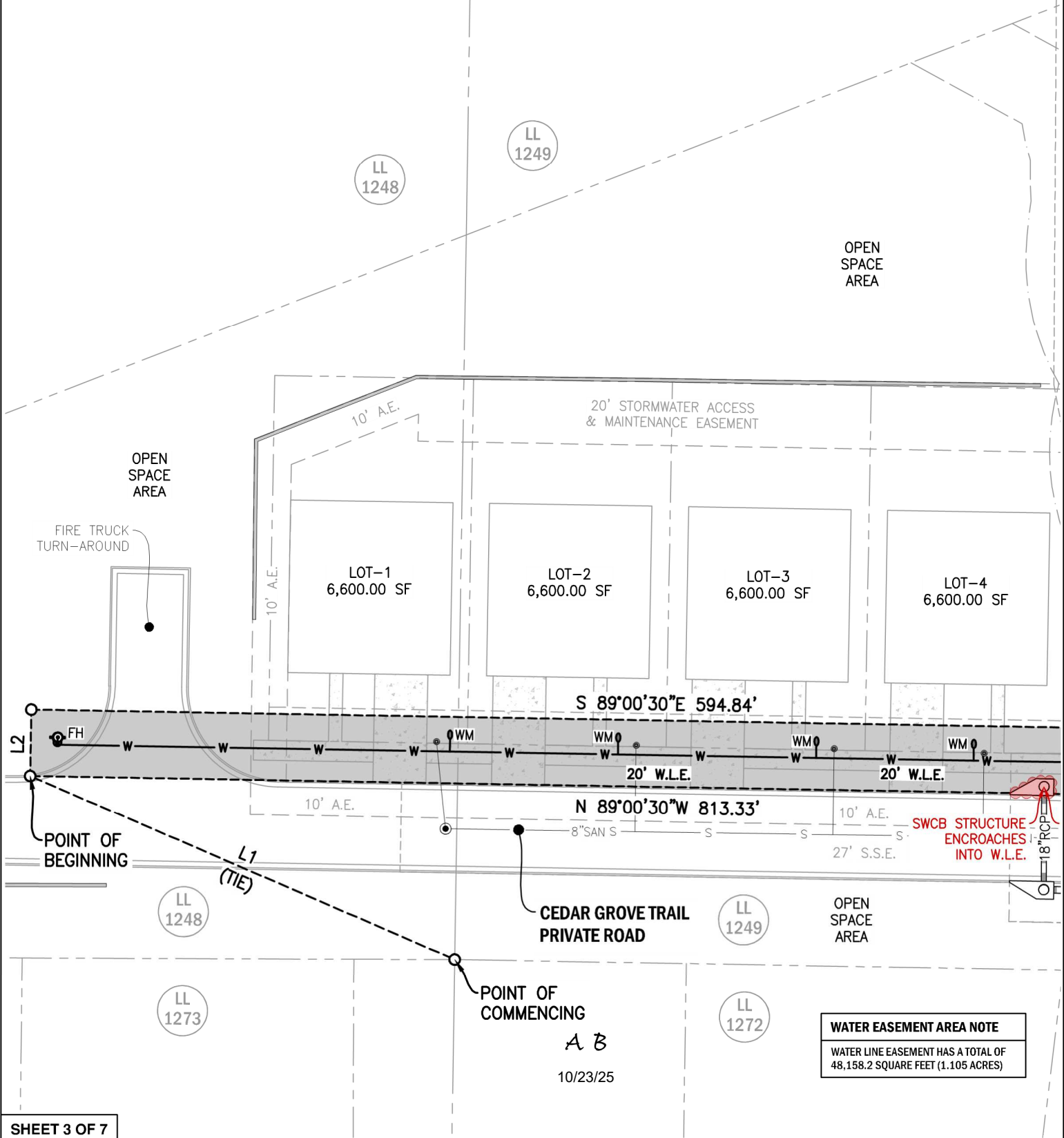
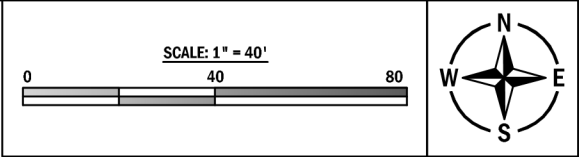
COMMENCING AT A POINT LOCATED AT THE LAND LOT CORNER COMMON TO LAND LOTS 1248, 1249, 1272, AND 1273; THENCE NORTH 00°59'30" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 89°00'30" EAST A DISTANCE OF 594.84' TO A POINT; THENCE SOUTH 89°00'30" EAST ALONG A TIE LINE A DISTANCE OF 20.00' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT SAID POINT; THENCE NORTH 00°59'30" EAST A DISTANCE OF 56.70' TO A POINT; THENCE NORTH 24°24'22" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=92.77', RADIUS=113.50') WHICH SUBTENDS A CHORD DISTANCE OF 90.21' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 144.42' TO A POINT; THENCE SOUTH 42°11'05" EAST A DISTANCE OF 46.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 13.18' TO A POINT; THENCE NORTH 42°11'05" WEST A DISTANCE OF 46.00' TO A POINT; THENCE NORTH 47°49'15" EAST A DISTANCE OF 87.91' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 231.00' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 131.82' TO A POINT; THENCE NORTH 42°10'45" WEST A DISTANCE OF 7.39' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 30.83' TO A POINT; THENCE SOUTH 42°10'45" EAST A DISTANCE OF 7.39' TO A POINT; THENCE SOUTH 47°49'15" WEST A DISTANCE OF 14.15' TO A POINT; THENCE SOUTH 69°24'22" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=50.11', RADIUS=66.50') WHICH SUBTENDS A CHORD DISTANCE OF 48.93' TO A POINT; THENCE NORTH 89°00'30" WEST A DISTANCE OF 198.49' TO A POINT, WHICH IS THE POINT OF BEGINNING.

SAID EASEMENT IS LOCATED ENTIRELY WITHIN FULTON COUNTY TAX PARCEL ID NUMBERS 22 466012490253 & 22 450012480506

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	AS SHOWN

WATER LINE EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



WATER EASEMENT AREA NOTE

WATER LINE EASEMENT HAS A TOTAL OF 48,158.2 SQUARE FEET (1.105 ACRES)

SHEET 3 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY: JTD/KR

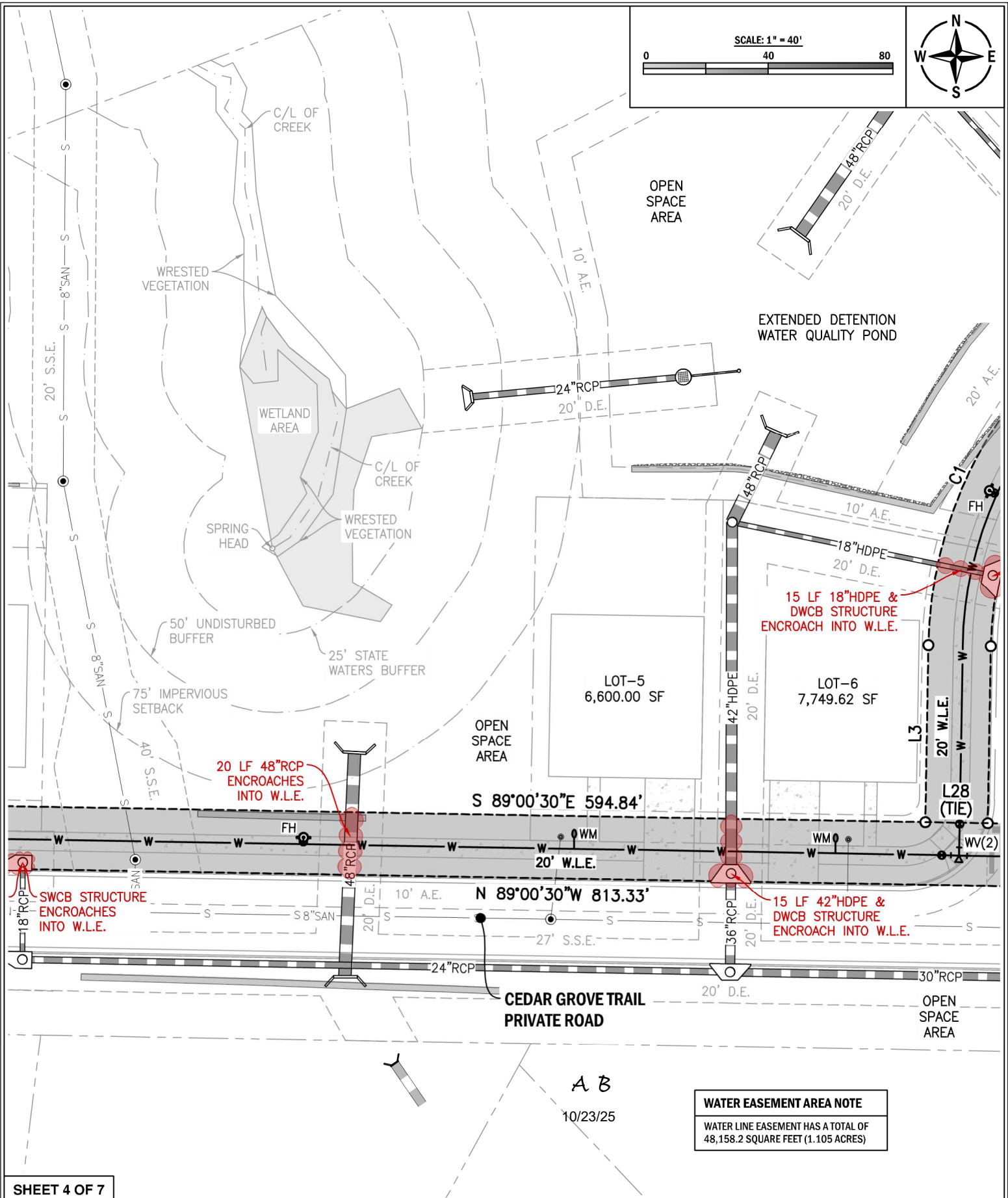
DATE: 10-22-2025

JOB NO.: 2024-151

SCALE: 1" = 40'

WATER LINE EASEMENT EXHIBIT

FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

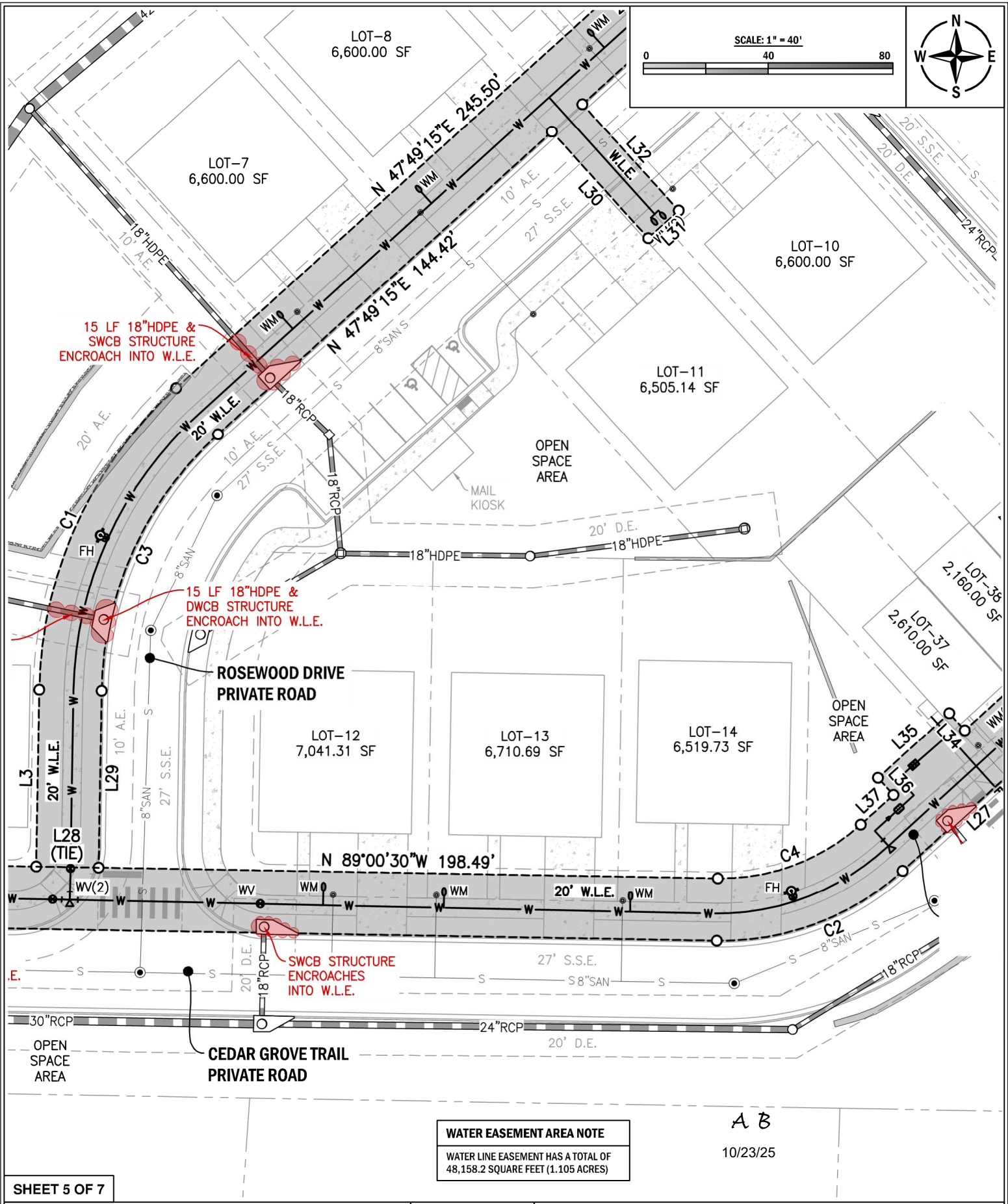


SHEET 4 OF 7

PAPE-DAWSON
2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

WATER LINE EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 5 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

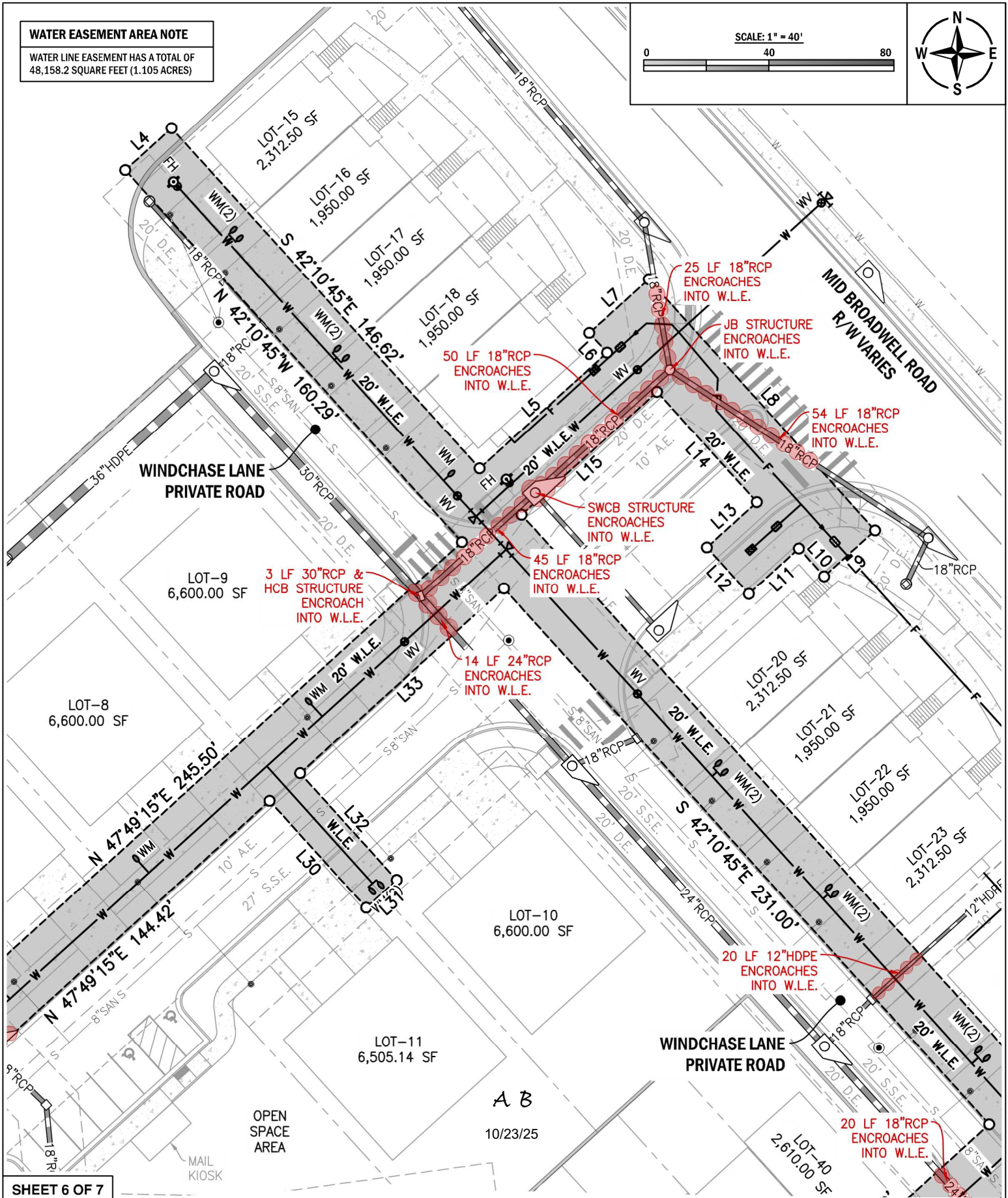
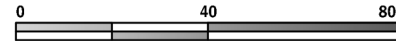
DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

WATER LINE EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

WATER EASEMENT AREA NOTE

WATER LINE EASEMENT HAS A TOTAL OF 48,158.2 SQUARE FEET (1.105 ACRES)

SCALE: 1" = 40'



SHEET 6 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

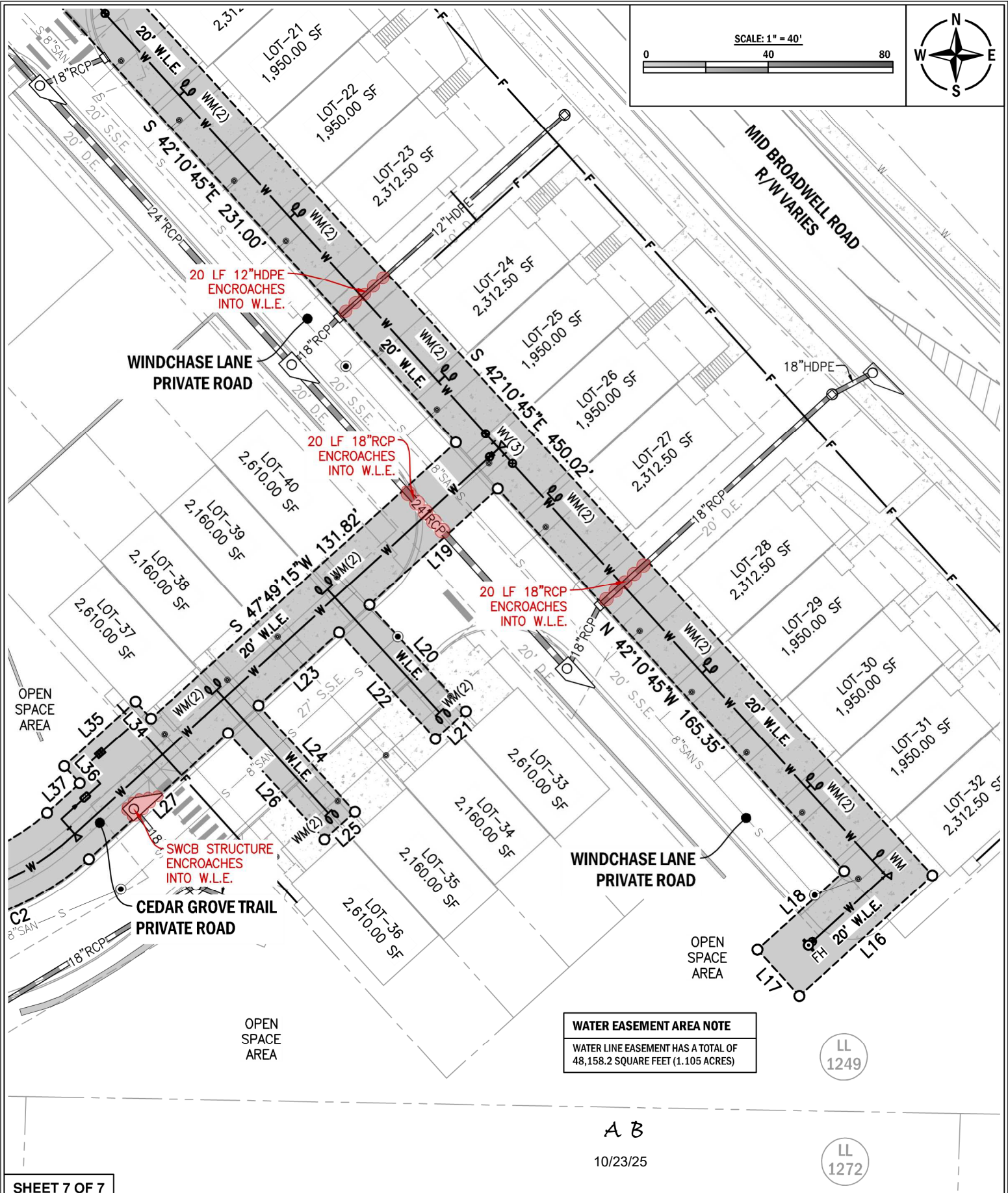
DRAWN BY: JTD/KR

DATE: 10-22-2025

JOB NO.: 2024-151

SCALE: 1" = 40'

WATER LINE EASEMENT EXHIBIT
 FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
 LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
 CITY OF ALPHARETTA, FULTON COUNTY, GA



SHEET 7 OF 7

PAPE-DAWSON

2500 NORTHWINDS PKWY, STE 360 | ALPHARETTA, GA 30009 | 404.693.1618

DRAWN BY:	JTD/KR
DATE:	10-22-2025
JOB NO.:	2024-151
SCALE:	1" = 40'

WATER LINE EASEMENT EXHIBIT
FOR EMBERLY SUBDIVISION - PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC & FULTON COUNTY
LOCATED IN LAND LOTS 1248 AND 1249, 2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GA

OFFICER’S CERTIFICATE

**TOLL SOUTHEAST LP COMPANY, INC.
TOLL SOUTHEAST INC.**

I, Kenneth J. Greenspan, Vice President and Assistant Secretary of Toll Southeast LP Company, Inc. and Toll Southeast Inc., each a Delaware corporation (collectively, the “Corporations”), do hereby certify and confirm, effective as of August 17, 2024, that:

- 1. The following officers are duly appointed to the offices next to their names and each of them is individually authorized, empowered and directed to execute and deliver, for and on behalf of each of the Corporations, (i) any performance agreement, bond, escrow agreement, easement, permit application, license application, deed, record plat and any and all documents which may be required by various governmental municipalities and agencies; (ii) any agreement, easement and any and all related documents which may be required by utility companies and (iii) any agreement, deed or document with respect to the sale and conveyance of individual homes, lots or units owned by each of the Corporations, upon such terms and conditions as they deem appropriate and in the best interest of each of the Corporations:

Eric White	Division President
James Robert (JR) Crowe	Vice President
Adam Guercio	Vice President
Kevin Guerrero	Vice President
Grant Johnson	Vice President
Jason Shipe	Vice President

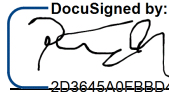
- 2. Vice Presidents of Sales, including Michael Ruland, are individually authorized, empowered and directed to execute and deliver, for and on behalf of each of the Corporations, any agreement, deed or document with respect to the sale of individual homes or units owned by each of the Corporations, upon such terms and conditions as they deem appropriate and in the best interest of each of the Corporations.
- 3. Area Sales Managers, including Trent Bennett, Brianna Glassic and Jesse Hummel, are appointed as authorized representatives of each of the Corporations, and they are individually authorized, empowered and directed to execute and deliver, for and on behalf of each of the Corporations, agreements of sale and any and all related documents with respect to the sale of individual homes or units owned by each of the Corporations, upon such terms and conditions as they deem appropriate and in the best interest of each of the Corporations.

4. Design Studio Managers are appointed as authorized representatives of each of the Corporations, and they are individually authorized, empowered and directed to execute and deliver, for and on behalf of each of the Corporations, change orders to agreements of sale with respect to the sale of individual homes or units owned by each of the Corporations, upon such terms and conditions as they deem appropriate and in the best interest of each of the Corporations.
5. Stacey Rothaus is a duly appointed Vice President, and Colleen Connolly is a duly appointed Assistant Vice President, of each of the Corporations and each of them is individually authorized, empowered and directed to execute and deliver, for and on behalf of each of the Corporations, deeds (including Special Warranty Deeds) and all closing disclosures, including, but not limited to, (i) Buyer's Closing Disclosures; (ii) Seller's Closing Disclosures; (iii) Combined Closing Disclosures; (iv) ALTA Settlement Statements and all other documents necessary to effectuate settlement, including, but not limited to, Builder's Warranties, Owner's Affidavits and Seller Acknowledgments.
6. Carrie Loughlin and Lisa Maynard-Diggs are hereby designated as authorized representatives of each of the Corporations, and each of them is individually authorized, empowered and directed to execute and deliver, for and on behalf of the Corporations, deeds (including Special Warranty Deeds) and all closing disclosures (the "Closing Disclosures"), including, but not limited to, (i) Buyer's Closing Disclosures; (ii) Seller's Closing Disclosures and (iii) Combined Closing Disclosures, ALTA Settlement Statements and all other documents necessary to effectuate settlement, including, but not limited to, Builder's Warranties, Owner's Affidavits and Seller Acknowledgements.
7. Amy Leitao is hereby designated as an authorized representative of the Corporation, and she is individually authorized, empowered and directed to execute and deliver, for and on behalf of each of the Corporations, all closing disclosures (the "Closing Disclosures"), including, but not limited to, (i) Buyer's Closing Disclosures; (ii) Seller's Closing Disclosures and (iii) Combined Closing Disclosures, ALTA Settlement Statements and all other documents necessary to effectuate settlement, including, but not limited to, Builder's Warranties, Owner's Affidavits and Seller Acknowledgements.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

By:

DocuSigned by:


2D3645A0F8BD4B3...

Kenneth J. Greenspan
Vice President and Assistant Secretary