

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 ____ day of _____, 2025, between
ArAkan 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:

1.

68966 297

Fulton County grants Owner, "the License" to enter within a portions of its water main easement
as referenced in and recorded at Plat Book ____ page ____ 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, Suite 201
Alpharetta, GA 30005

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

Parcel Number: 22 385011370060

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

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

[Signature]
Notary Public
My Commission Expires: 10/31/25

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

Owner's Address: 3275 North Point Parkway STE 201
Alpharetta, GA 30005

(Notary Seal)



[Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 20__ in the presence of:

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

Witness

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

Terry Peters, Acting Director
Department of Public Works

EXHIBIT “A

Echo at Crabapple

CITY OF MILTON, FULTON COUNTY GEORGIA
LAND LOTS 1137 & 1168, 2ND DISTRICT, 2ND SECTION
PARENT TRACT PARCEL NUMBER: 22 385011370060

N/F PROPERTY OF
KEVIN & KAREN CURRY
DEED BOOK 61252 / PAGE 499

N/F PROPERTY OF
MATTHEW & DAWN THATCHER
DEED BOOK 54949 / PAGE 365

N/F PROPERTY OF
**JUSTIN BACHTELL &
KELLY FLANAGAN-BACHTELL**
DEED BOOK 54862 / PAGE 399

N/F PROPERTY OF
**STEPHEN CRAIG THOMPSON &
JENNIFER MCCOID THOMPSON**
DEED BOOK 62328 / PAGE 439

N/F PROPERTY OF
PAMELA SAULS LEE
DEED BOOK 52086 / PAGE 428

N/F PROPERTY OF
**CRABAPPLE CROSSROADS
HOMEOWNERS ASSOCIATION INC.**
DEED BOOK 54427 / PAGE 570

N/F PROPERTY OF
GANNON J. LASSEIGNE
DEED BOOK 55077 / PAGE 412

N/F PROPERTY OF
**SCOTT WILLIAMS &
STACY ZOTNECK**
DEED BOOK 55479 / PAGE 441

N/F PROPERTY OF
ALISON O. IBARGUEN
DEED BOOK 65827 / PAGE 123

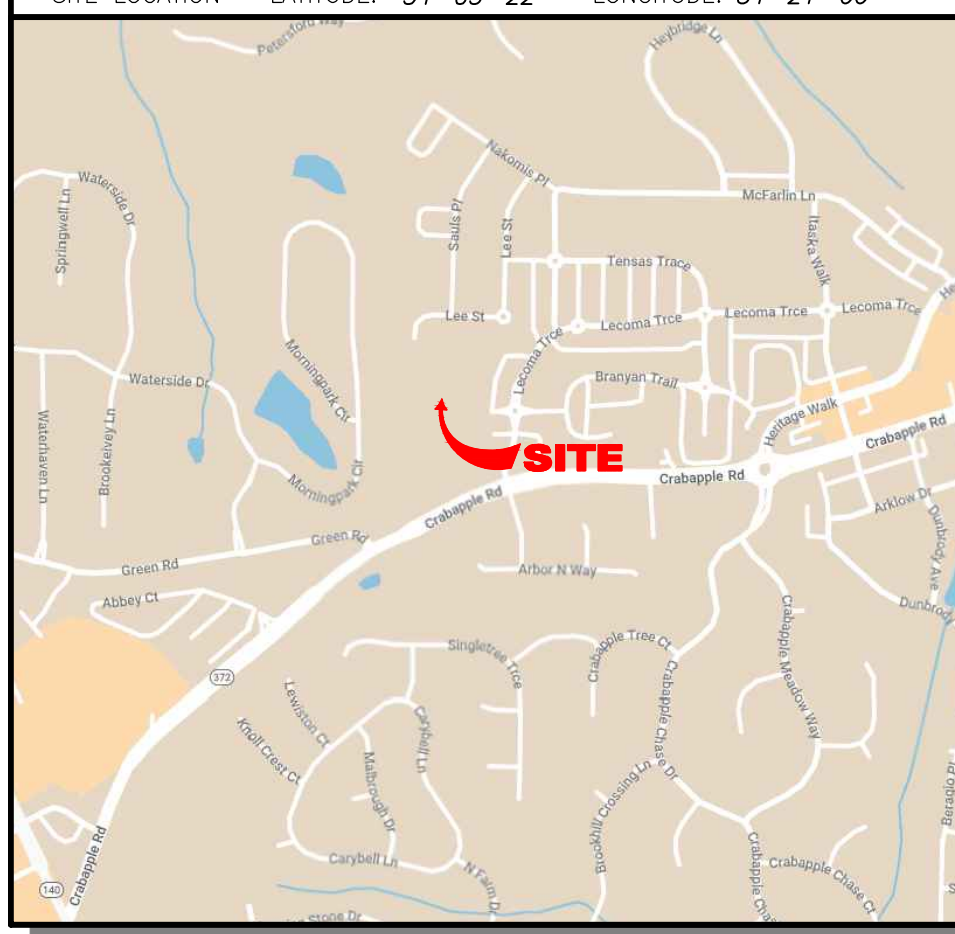
N/F PROPERTY OF
**CRABAPPLE CROSSROADS
HOMEOWNERS ASSOCIATION INC.**
DEED BOOK 54427 / PAGE 570

N/F PROPERTY OF
PAMELA SAULS LEE
DEED BOOK 52086 / PAGE 428

N/F PROPERTY OF
PAMELA SAULS LEE
DEED BOOK 52086 / PAGE 428

VICINITY MAP

SITE LOCATION - LATITUDE: 34° 05' 22" LONGITUDE: 84° 21' 00"



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO 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 1312100635, AND THE DATE OF SAID MAP IS JUNE 19, 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 SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eOPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(2011) - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS 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 MILTON, GA. 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.

WATER SERVICE PROVIDED BY FULTON COUNTY AND WASTE WATER SERVICE PROVIDED BY FULTON COUNTY

PROOF OF FULTON 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 & HUTTON DATED JANUARY 16, 2023.

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,392, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE "S2" SERIES TOTAL STATION AND TRIMBLE TSC 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 121,672 FEET, CALC. INT.

LEGEND

STANDARD ABBREVIATIONS

AC AIR CONDITIONER
BH BORE HOLE
BSL BUILDING SETBACK LINE
CI CURB INLET
CMP CORRUGATED METAL PIPE
CMF CONCRETE MASONRY FOUNDATION
CO SANITARY CLEANOUT
CPED COMMUNICATION PEDESTAL
CIP CRIMPED TOP PIPE
DI DROP INLET
DIP DUCTILE IRON PIPE
DNWB DOUBLE WING CATCH BASIN
FND FOUND
GM GAS METER
INV INVERT
JB JUNCTION BOX
MH MANHOLE
NF NAIL FOUND
NS NAIL SET
OCS OUTLET CONTROL STRUCTURE
OTIP OPEN TOP PIPE
PBX POWER BOX
PM POWER METER
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
RCP REINFORCED CONCRETE PIPE
RBR IRON REINFORCING BAR
RBS 5/8" RBR SET CAPPED LSF 621
SS SANITARY SEWER
SWCB SINGLE WING CATCH BASIN

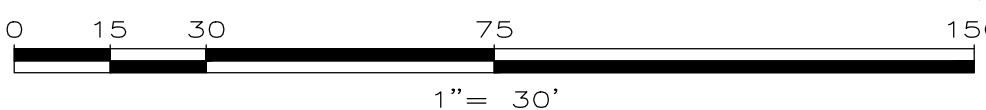
STANDARD SYMBOLS

POWER POLE
GUY WIRE
POWER LINE
LIGHT POLE
ELECTRIC TRANSFORMER
WATER VAULT
GAS VALVE
GAS METER
WATER VALVE
WATER METER
FIRE HYDRANT
UNDERGROUND ELECTRIC LINE
UNDERGROUND GAS LINE
UNDERGROUND COMMUNICATION LINE
UNDERGROUND WATER LINE
PHOTO POSITION INDICATOR
REGULAR PARKING SPACE COUNT
HANDICAP PARKING SPACE
TREE POSITION INDICATOR
SIGN

A B

02/04/25

GRAPHIC SCALE



WATER EASEMENT ENCROACHMENT EXHIBIT

Echo at Crabapple
22-019WR

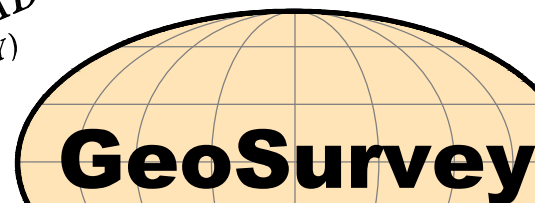
FOR

Arkan Echo, LLC

GS JOB NO:	20237649	DRAWING SCALE:	1" = 30'	SURVEY DATE:	09/10/2024
FIELD WORK:	MJ	CITY:	MILTON	REVISIONS (SEE GENERAL NOTES)	
PROJ MGR:	CAJ	COUNTY:	FULTON	No.	Date
REVIEWED:		STATE:	GA		
DWG FILE:	20237649-02.dwg	LAND LOT:	1137 & 1168		
		DISTRICT:	2ND	SECTION:	2ND

IF YOU DIG

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



Professional Land Surveying Services
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621