

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 61163, Page 400
Deed Book 69643, Page 37

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between MHR Land, LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. 61163 400
Owner warrants that he is the full and true owner and has clear title to that certain property known as 6000 JONES ROAD, UNION CITY (enter address), and as more fully described in that certain conveyance recorded in Deed Book 1, Page 1 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. 69643 37
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 1, Page 1 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 it, 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, its 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: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: MHR Land, LLC
PO BOX 1796
Monroe, GA 30655

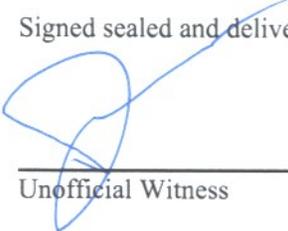
District 7&9F, Section _____, Land Lot(s) 142,143,146,147,117

Parcel Number: 07060001420545

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

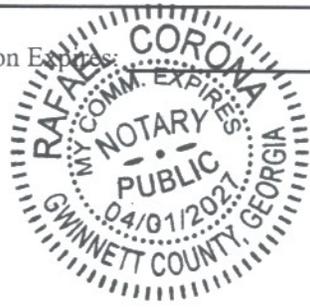


Unofficial Witness



Notary Public
My Commission Expires:

(Notary Seal)



OWNER MHR Land, LLC



Signature (Authorized Party to Bind Owner Entity)

FRANK DOWNEY, MANAGER

Signatory's Name and Title (printed)

Owner's Address: PO Box 1796

Monroe, GA 30655

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day
of _____, 2024 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]

ATTEST:

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

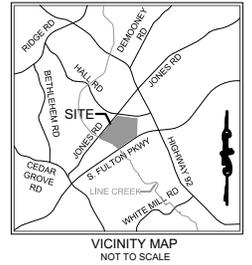
David E. Clark, Director
Department of Public Works

EXHIBIT "A"

SEWER EASEMENT EXHIBIT FOR: THE PARKS AT PINE VALLEY PHASE 2A

LAND LOTS 142, 143, 146, 147, 117,
DISTRICT 7 & 9F
CITY OF UNION CITY, GEORGIA

FULTON COUNTY PROJECT NO. - 21S-005WR
CITY OF ATLANTA PROJECT NO. - 21-022UCR
PARCEL NO. - 07060001420545
UNION CITY LDP NO. - 21000179



SURVEY NOTES

1. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED JULY 30, 2025 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & CHAMPION TKO GPS UNIT.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,608 FEET, AND AN ANGULAR ERROR OF 03" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,308,091 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
4. NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A 1/2" REBAR PLACED WITH CAP STAMPED "FDC LSF000995" UNLESS OTHERWISE NOTED.
6. FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
7. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY eGPS SOLUTIONS.
8. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
9. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

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LEGEND

DB	DEED BOOK	L	LINE LABEL
PB	PLAT BOOK	PKS	PK NAIL SET
PG	PAGE	SSE	SANITARY SEWER EASEMENT
LL	LAND LOT	UE	UTILITY EASEMENT
OTP	OPEN TOP PIPE	REF	REFERENCE
RB	REBAR	C/O	SEWER CLEAN OUT
IPF	IRON PIN FOUND	SQ. FT.	SQ. FOOT
IPS	1/2" REBAR W/C FDC 000995		
CTP	CRIMP TOP PIPE		IRON PIN FOUND
C&G	CURB & GUTTER		IRON PIN SET
R/W	RIGHT OF WAY		CALCULATED POINT
N/F	NOW OR FORMERLY		POWER POLE
-E-	OVERHEAD POWER LINE		FIRE HYDRANT
CMP	CORRUGATED METAL PIPE		WATER VALVE
SWMF	STORMWATER MANAGEMENT FACILITY		WATER METER
TBM	TEMPORARY BENCHMARK		JUNCTION BOX
POB	POINT OF BEGINNING		SANITARY SEWER MANHOLE
POC	POINT OF COMMENCEMENT		DROP INLET
RCP	REINFORCED CONCRETE PIPE		R/W MONUMENT
DIP	DUCTILE IRON PIPE		SINGLE WING CATCH BASIN
PVC	POLYVINYL CHLORIDE PIPE		DOUBLE WING CATCH BASIN
HDPE	HIGH DENSITY POLYETHYLENE PIPE		CURB INLET
P	PROPERTY LINE		HEADWALL
C	CENTERLINE		FLARED END SECTION
ID	IDENTIFICATION		GAS METER
B.S.L.	BUILDING SETBACK LINE		GAS VALVE
BOC	BACK OF CURB		ELECTRIC TRANSFORMER
C	CURVE LABEL		TELEPHONE PEDESTAL
CI	CURB INLET		LIGHT POST
DE	DRAINAGE EASEMENT		CONCRETE
EOP	EDGE OF PAVEMENT		
FH	FIRE HYDRANT		
B.A.	BUILDABLE AREA		



9/18/2025

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KMB
KEVIN M. BROWN
REGISTERED LAND SURVEYOR #2960

9/18/25
DATE

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LOCATED IN:
L.L. 142, 143, 146, 147, 117, 7TH & 9F DIST.
FULTON COUNTY, GEORGIA

CIVIL ENGINEERING

CONSTRUCTION MANAGEMENT

LAND PLANNING

LANDSCAPE ARCHITECT

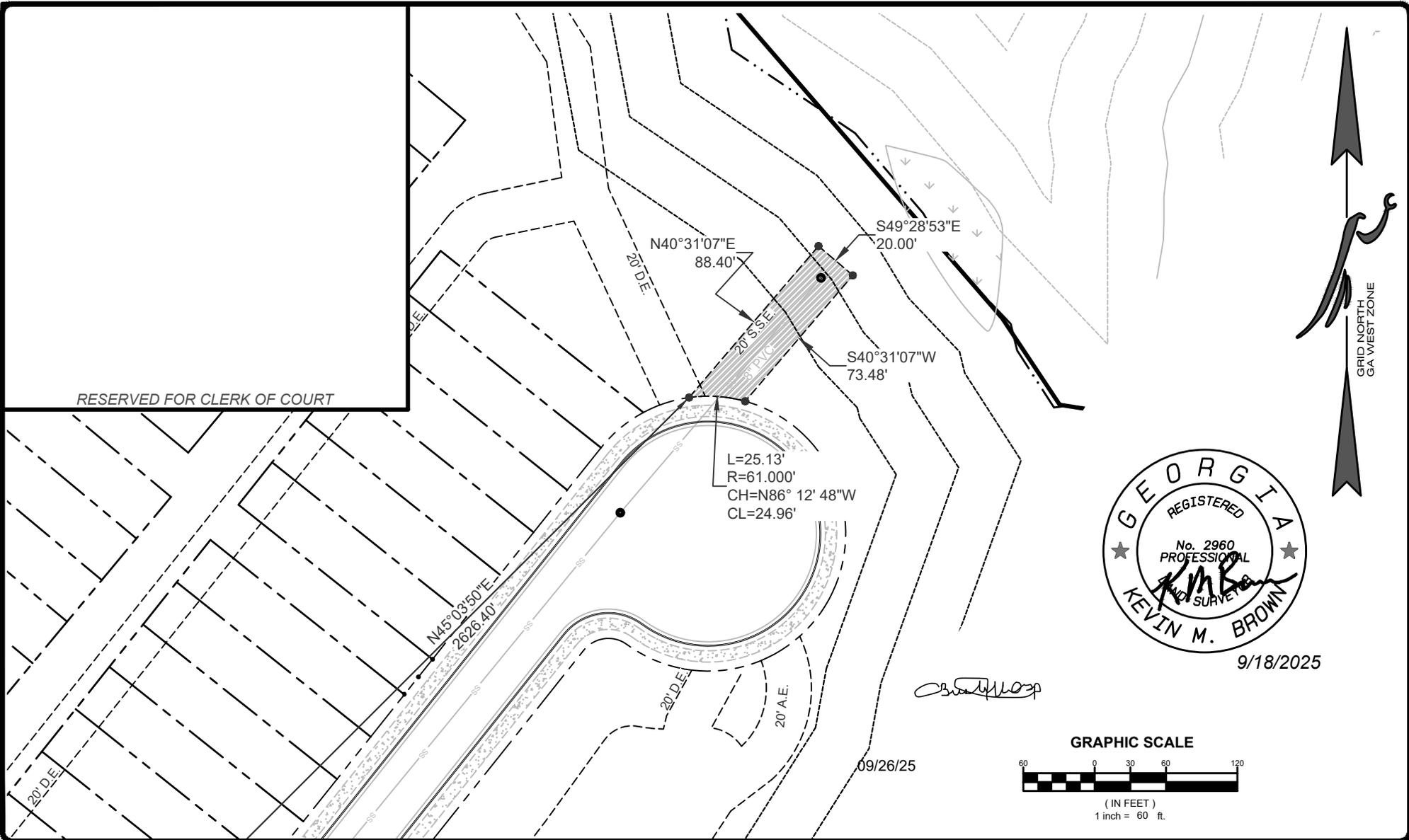
LAND SURVEYING

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STOCKBRIDGE, GEORGIA 30281
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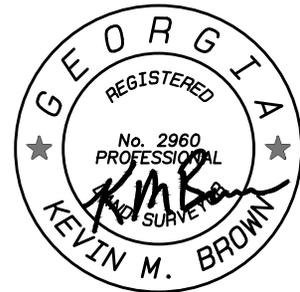
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CUMMING OFFICE
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CUMMING, GEORGIA 30008
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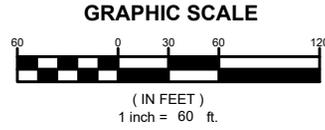
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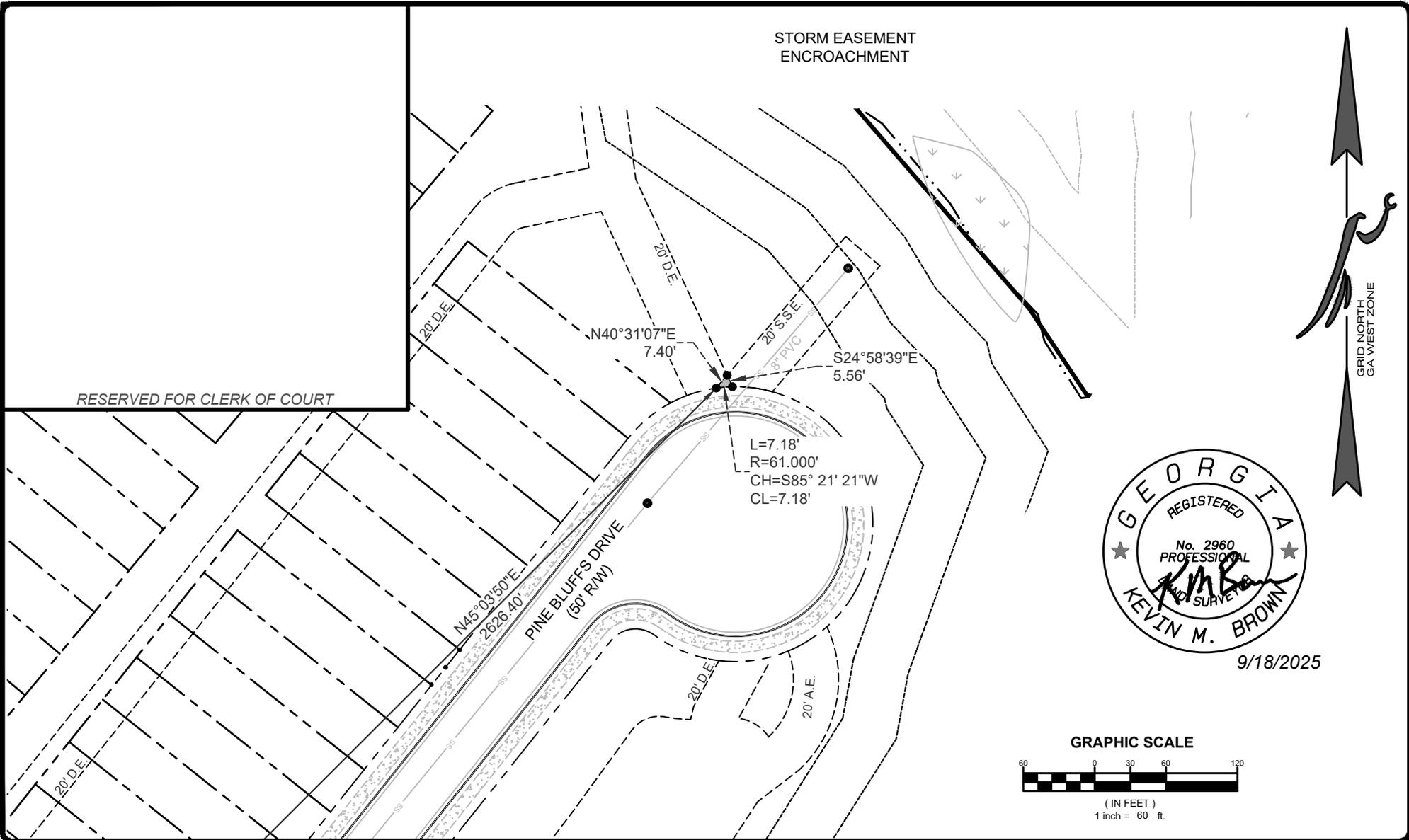
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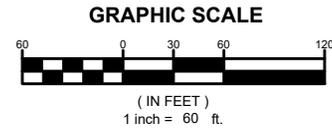


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STORM EASEMENT ENCROACHMENT



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PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142,143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE
THENCE ALONG A SURVEY TIE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**
THENCE, NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 88.40 FEET TO A POINT;
THENCE, SOUTH 49 DEGREES 28 MINUTES 53 SECONDS EAST, 20.00 FEET TO A POINT;
THENCE, SOUTH 40 DEGREES 31 MINUTES 07 SECONDS WEST, 73.48 FEET TO A POINT;
THENCE, 25.13 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 86 DEGREES 12 MINUTES 48 SECONDS WEST, 24.96 FEET) TO A POINT; **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.04 ACRES (1,597 SQUARE FEET).

ALONG WITH:

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PARKS AT PINE VALLEY SEWER EASEMENT PHASE 2A
STORM ENCROACHMENT
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 142,143 AND 146, 7TH LAND DISTRICT, FULTON COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR SET AT THE SOUTHERLY BOUNDARY LINE
THENCE ALONG A SURVEY TIE LINE, NORTH 45 DEGREES 03 MINUTES 50 SECONDS EAST, 2626.40 FEET TO A POINT, **SAID POINT BEING THE TRUE POINT OF BEGINNING.**
THENCE, NORTH 40 DEGREES 31 MINUTES 07 SECONDS EAST, 7.40 FEET TO A POINT;
THENCE, SOUTH 24 DEGREES 58 MINUTES 39 SECONDS EAST, 5.56 FEET TO A POINT;
THENCE, 7.18 FEET ALONG A CURVE (SAID CURVE HAVING A RADIUS OF 61.00 FEET AND A CHORD BEARING NORTH 85 DEGREES 21 MINUTES 21 SECONDS WEST, 7.18 FEET) TO A POINT; **SAID POINT BEING THE TRUE POINT OF BEGINNING.**

SAID TRACT OR PARCEL CONTAINING 0.0004 ACRES (18 SQUARE FEET).

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