Deed Book 54837 Pg 445
Filed and Recorded Apr-22-2015 10:38am
2015-0149205
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After Recording Return to:

Georgia Environmental Protection Division Response and Remediation Program 2 Martin Luther King, Jr. Drive, SE Suite 1054 East Atlanta, Georgia 30334

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, et seq. This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor: Aramark Uniform & Career Apparel, LLC

115 North First Street Burbank, California 91502

Grantee: Aramark Uniform & Career Apparel, LLC

115 North First Street Burbank, California 91502

Entity with State of Georgia

express power to enforce: Department of Natural Resources

Environmental Protection Division 2 Martin Luther King Jr. Drive, SE

Suite 1054 East Tower Atlanta, GA 30334

Property:

The property subject to this Environmental Covenant is located at 670 DeKalb Avenue, Atlanta, Fulton County, Georgia and more particularly described as Parcel 1 on **Exhibit "A"** attached hereto and incorporated by reference (hereinafter "Property"). This tract of land was conveyed on November 2, 2010 from Brisbane II, LLC to Grantor recorded in Deed Book 49512, Page 498, Fulton County Records. The area is located in Land Lot 20 of the 14th District of Fulton County, Georgia, and contains 1.74 acres. A map of the area is attached as Exhibit B.

Tax Parcel Number(s):

14 -0020-0001-019-6 of Fulton County, Georgia

Name and Location of Administrative Records:

The environmental condition and corrective action taken at the Property that is the subject of this Environmental Covenant are described in documents on file with the Georgia Environmental Protection Division, HSI Site No. 10704.

These documents are available at the following location:

Georgia Environmental Protection Division Response and Remediation Program 2 MLK Jr. Drive, SE, Suite 1054 East Tower Atlanta, GA 30334 M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq. by Grantor, its successors and assigns, Grantee, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of tetrachloroethene and other volatile organic compounds at the Property. Tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, 1,2-dichloroethane, vinyl chloride, 1,1,1-trichloroethane, 1,1-dichloroethane, chloroethane, benzene, toluene, ethylbenzene, chlorobenzene, cyclohexane, naphthalene, isopropylbenzene, and xylenes (soil and groundwater) are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq., and the rules promulgated there under (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the installation and maintenance of engineering controls including a protective soil cap consisting of concrete, clean soil and a vegetative cover, and institutional controls prohibiting the use or extraction of groundwater beneath the Property for drinking water, irrigation, livestock, or for any other non-remedial purposes, and prohibiting residential and certain other uses, to protect human health and the environment.

Grantor hereby binds Grantor, its successors and assigns, to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Grantee and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Grantee, EPD, Grantor, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee or its successors and assigns, Grantor or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

- 1. <u>Registry.</u> Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
- 2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD and Grantee of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD and Grantee of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
- 3. <u>Notice of Limitation in Future Conveyances.</u> Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
- 4. <u>Monitoring</u>. The Owner shall implement maintenance and monitoring of the soil cap to ensure that the soil cap remains in place and intact to prevent exposure to human health and the environment. The maintenance and monitoring program is defined in the *Soil Cap Operations and Maintenance Plan*, dated May 20, 2014, and as amended jointly in the future by EPD and the Owner.
- 5. <u>Periodic Reporting.</u> Annually, by no later than December 31st following the effective date of this Environmental Covenant, the Owner shall submit to EPD and Grantee an Annual Report as specified in the *Environmental Cap Inspections and Maintenance Plan*, which certifies compliance with the activities and use limitations in this Environmental Covenant, along with documenting compliance with the Plan requirements, including quarterly soil cap inspections and maintenance activities conducted during the calendar year.
- 6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Fulton County's zoning regulations as of the date of this Environmental Covenant. There shall be no agricultural use of the Property (e.g., forestry, fishing, grazing and mining); no hotels or lodging; no recreational uses (e.g., amusement parks, parks, camps, museums, zoos, or gardens), and no educational uses (e.g., elementary and secondary schools, or child day care or elderly day care services), without prior written notice provided to EPD and Grantee, and written pre-approval of that use or activity provided by EPD. Any residential use on the Property shall be prohibited. Any activity or inactivity on the Property that may result in the release or migration of, or exposure to, the regulated substances that were contained or otherwise addressed as part of the Corrective Action, or create a new exposure pathway, or damage monitoring equipment or existing engineering or institutional or

other controls to protect human health and the environment, is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited in the capped areas include, but are not limited to the following: any surface disturbance, e.g., drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing, construction or earthwork. Should the Site be sold/transferred to another entity, and that entity wishes to use the property for residential purposes, a vapor intrusion assessment must be conducted in consultation with Georgia EPD.

Should the Owner wish to remove or otherwise modify the capped area for development or other purposes, the Owner shall provide advanced written notice and a plan to EPD and Grantee, for EPD's review and written approval. No removal, modification or other work relating to the soil cap shall be conducted without prior written consent and approval from EPD.

Additionally, should the Owner desire to develop and use the Property for residential or other purposes not currently permitted under this Environmental Covenant, the Owner shall provide advanced written notice and a plan to EPD and Grantee, for EPD's review and written approval. Such plan shall include a demonstration that contaminant concentrations meet applicable residential risk reduction standards and that there is no risk due to soil vapor intrusion.

- 7. <u>Groundwater Use Limitation.</u> The use or extraction of groundwater beneath the Property for drinking water, irrigation or livestock use, or for any other non-remedial purposes, shall be prohibited.
- 8. <u>Permanent Markers.</u> Permanent markers on each side of the concrete and vegetative cap shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
- 9. <u>Right of Access.</u> In addition to any rights already possessed by EPD and/or Grantee, the Owner shall allow authorized representatives of EPD and/or Grantee the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, to inspect records that are related to the Corrective Action, or to otherwise comply with EPD requirements.
- 10. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Grantee, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
- 11. <u>Termination or Modification</u>. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Rules Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq*.
- 12. <u>Severability</u>. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered of monetary liens, but subject to all easements, rights of way, covenants, conditions, restrictions and obligations of record;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor will serve each of the people or entities referenced in Section 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That to Grantor's knowledge this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That to Grantor's knowledge this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

For Grantor:

Aramark Uniform & Career Apparel, LLC c/o Mr. Doug Helmstetler
115 North First Street
Burbank, California 91502

For Entity with express power to enforce:

Georgia Environmental Protection Division Branch Chief Land Protection Branch 2 Martin Luther King Jr. Drive SE Suite 1054 East Tower Atlanta, GA 30334

For Grantee:

Aramark Uniform & Career Apparel, LLC c/o Mr. Doug Helmstetler
115 North First Street
Burbank, California 91502

Grantor has caused this Environmental Covenar Environmental Covenants Act, on the day of	nt to be executed pursuant to The Georgia Uniform of, 20
Signed, sealed, and delivered in the presence of:	For the Grantor
Jungh 4 Helanteller Unofficial Witness (Signature)	ARAMARK Uniform & Career Apparel, LLC
	Name of Grantor (Print)
Ooglas G. Helmstetler Unofficial Witness Name (Print)	Grantor's Authorized Representative (Signature)
115 N. First Street Burbank, CA 91502 Unofficial Witness Address (Print)	Ramen HERNANDEZ Authorized Representative Name (Print)
Notary Public (Signature)	Sp. Difference of Replessontative (Print)
My Commission Expires: October 22, 2018	Dated: 3/20/15 (NOTARY SEAL)
Signed, sealed, and delivered in the presence of: Unofficial Witness (Signature)	For the State of Georgia Environmental Protection Division (Seal)
Doralyn S. Kirkland Unofficial Witness Name (Print)	Judson H. Turner
Affin Luther King To Dr: Ste 1456 Affin Luther Kin	Director Date of Application (NOTAR ASEAL)
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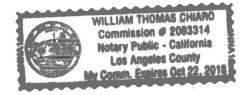


Exhibit A Legal Description

ENTIRE SITE LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE—VARIABLE RIGHT OF WAY AND AIRLINE STREET—40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY LINE COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 332.21 FEET TO A CONCRETE NAIL SET: THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1152.43 FEET AND AN ARC LENGTH OF 95.82 FEET BEING SUBTENDED BY A CHORD OF NORTH 19 DEGREES 15 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 95.79 FEET TO A CAPPED 5/8 INCH IRON PIN SET ON THE SOUTHERN RIGHT OF WAY OF EDGEWOOD AVENUE; THENCE ALONG AFOREMENTIONED RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 62.58 FEET BEING SUBTENDED BY A CHORD OF NORTH 82 DEGREES 50 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 62.41 FEET TO A CAPPED 5/8 INCH IRON PIN SET; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE WESTERN RIGHT OF WAY OF GUNBY STREET SOUTH 11 DEGREES 14 MINUTES 15 SECONDS EAST A DISTANCE OF 361.44 FEET TO A "X" MARK FOUND IN CONCRETE AT THE NORTHWEST INTERSECTION OF GUNBY STREET AND DEKALB AVENUE: THENCE ALONG THE NORTHERN VARIABLE RIGHT OF WAY OF DEKALB AVENUE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 13560.50 FEET AND AN ARC LENGTH OF 331.38 FEET BEING SUBTENDED BY A CHORD OF SOUTH 73 DEGREES 16 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 331.37 FEET TO AN "X" MARK SET IN CONCRETE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 1.740 ACRES OR 75,809 SQUARE FEET, INCLUDING THE CAP AREA.

CAP AREA (TRACT 1) DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE - VARIABLE RIGHT OF WAY AND AIRLINE STREET - 40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 331.21 FEET TO A CONCRETE NAIL SET; THENCE LEAVING AFOREMENTIONED PROPERTY LINE AND ALONG A TIE LINE SOUTH 34 DEGREES 45 MINUTES 46 SECONDS EAST A DISTANCE OF 1.65 TO THE CORNER OF A BLOCK WALL, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE EXTERIOR OF A CONCRETE BLOCK WALL THE FOLLOWING BEARINGS AND DISTANCES: NORTH 19 DEGREES 46 MINUTES 39 SECONDS EAST A DISTANCE OF 38.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 77 DEGREES 25 MINUTES 42 SECONDS EAST A DISTANCE OF 1.74 FEET TO THE CORNER OF A BLOCK WALL: THENCE NORTH 18 DEGREES 10 MINUTES 20 SECONDS EAST A DISTANCE OF 3.59 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 61 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 1.10 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 16 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 54.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 83 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 2.89 FEET TO A POINT ON THE SOUTHERN RIGHT AWAY OF EDGEWOOD AVENUE; THENCE ALONG SAID RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 21.56 FEET BEING SUBTENDED BY A CHORD OF NORTH 87 DEGREES 01 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 21.55 FEET; THENCE LEAVING AFOREMENTIONED RIGHT OF WAY SOUTH 09 DEGREES 56 MINUTES 46 SECONDS EAST A DISTANCE OF 1.70 FEET TO THE CORNER ON THE BLOCK WALL; THENCE SOUTH 22 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 9.36 FEET TO A POINT ON THE WALL: THENCE SOUTH 14 DEGREES 30 MINUTES 09 SECONDS WEST A DISTANCE OF 28.89 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 73 DEGREES 15 MINUTES 08 SECONDS EAST A DISTANCE OF 12.65 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 17 DEGREES 01 MINUTES 51 SECONDS WEST A DISTANCE OF 22.58 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 72 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 16.21 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 17 DEGREES 49 MINUTES 52 SECONDS WEST A DISTANCE OF 44.43 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 69 DEGREES 11 MINUTES 51 SECONDS WEST A DISTANCE OF 22.49 FEET TO THE CORNER OF A BLOCK WALL; SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0600 ACRES OR 2,593 SQUARE FEET.

CAP AREA (TRACT 2) DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE - VARIABLE RIGHT OF WAY AND AIRLINE STREET - 40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 331.21 FEET TO A CONCRETE NAIL SET; THENCE LEAVING AFOREMENTIONED PROPERTY LINE AND ALONG A TIE LINE SOUTH 34 DEGREES 45 MINUTES 46 SECONDS EAST A DISTANCE OF 1.65 TO THE CORNER OF A BLOCK WALL; THENCE ALONG THE EXTERIOR OF A CONCRETE BLOCK WALL THE FOLLOWING BEARINGS AND DISTANCES: NORTH 19 DEGREES 46 MINUTES 39 SECONDS EAST A DISTANCE OF 38.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 77 DEGREES 25 MINUTES 42 SECONDS EAST A DISTANCE OF 1.74 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 18 DEGREES 10 MINUTES 20 SECONDS EAST A DISTANCE OF 3.59 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 61 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 1.10 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 16 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 54.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 83 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 2.89 FEET TO A POINT ON THE SOUTHERN RIGHT AWAY OF EDGEWOOD AVENUE; SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 83 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 21.44 FEET TO THE CORNER OF THE BLOCK WALL; THENCE SOUTH 09 DEGREES 56 MINUTES 46 SECONDS EAST A DISTANCE OF 1.20 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF EDGEWOOD AVENUE; THENCE ALONG SAID RIGHT OF WAY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 21.56 FEET BEING SUBTENDED BY A CHORD OF SOUTH 87 DEGREES 01 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 21.55 FEET TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY; SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0004 ACRES OR 16 SQUARE FEET.

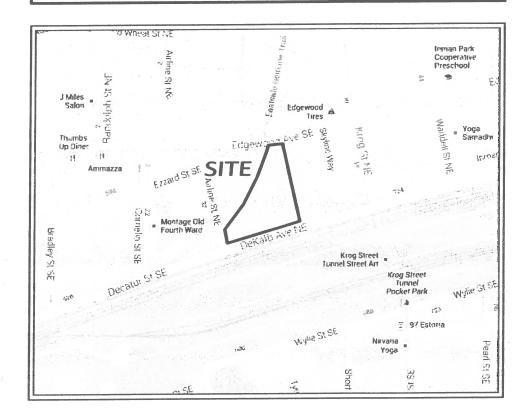
Deed Book 54837 Pg 454 Cathelene Robinson Clerk of Superior Court Fulton County, Georgia

Exhibit B Site Map

REFER TO PLAT BOOK 301, Page 10

Plats 381 Pg 10
Filed and Recorded Apr-22-2015 10:38am
2015-0149206
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

VICINITY MAP - N.T.S.



OVERALL TRACT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE - VARIABLE RIGHT OF WAY AND AIRLINE STREET - 40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY LINE COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 FOR A DISTANCE OF 331.21 FEET TO A CONCRETE NAIL SET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1152.43 FEET AND AN ARC LENGTH OF 95.82 FEET BEING SUBTENDED BY A CHORD OF NORTH 19 DEGREES 15 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 95.79 FEET TO A CAPPED 5/8 INCH IRON PIN SET ON THE SOUTHERN RIGHT OF WAY OF EDGEWOOD AVENUE; THENCE ALONG AFOREMENTIONED RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS 242.21 FEET AND AN ARC LENGTH OF 62.58 FEET BEING SUBTENDED BY A CHORD OF NORTH 82 DEGREES 50 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 62.41 FEET TO A CAPPED 5/8 INCH IRON PIN SET; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE WESTERN RIGHT OF WAY OF **GUNBY STREET SOUTH 11 DEGREES 14** MINUTES 14 SECONDS EAST A DISTANCE OF 361.44 FEET TO A "X" MARK FOUND IN CONCRETE AT THE NORTHWEST INTERSECTION OF GUNBY STREET AND DEKALB AVENUE; THENCE ALONG THE NORTHERN VARIABLE RIGHT OF WAY OF DEKALB AVENUE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 13560.50 FEET AND AN ARC LENGTH OF 331.38 FEET BEING SUBTENDED BY A CHORD OF SOUTH 73 DEGREES 16 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 331.37 FEET TO AN "X" MARK SET IN CONCRETE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 1.740 ACRES OR 75,809 SQUARE FEET. INCLUDING

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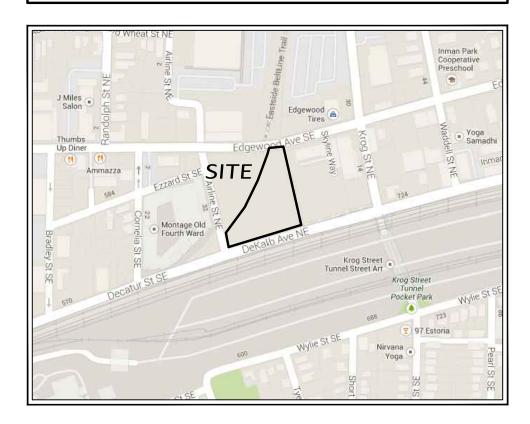
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3.NO PC FEMA MAP N

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VICINITY MAP - N.T.S.



OVERALL TRACT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE — VARIABLE RIGHT OF WAY AND AIRLINE STREET — 40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ÁLONG THE PROPERTY LINE COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 331.21 FEET TO A CONCRETE NAIL SET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1152.43 FEET AND AN ARC LENGTH OF 95.82 FEET BEING SUBTENDED BY A CHORD OF NORTH 19 DEGREES 15 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 95.79 FEET TO A CAPPED 5/8 INCH IRON PIN SET ON THE SOUTHERN RIGHT OF WAY OF EDGEWOOD AVENUÉ: THENCE ALONG AFOREMENTIONED RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 62.58 FEET BEING SUBTENDED BY A CHORD OF NORTH 82 DEGREES 50 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 62.41 FEET TO A CAPPED 5/8 INCH IRON PIN SET; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE WESTERN RIGHT OF WAY OF GUNBY STREET SOUTH 11 DEGREES 14 MINUTES 14 SECONDS EAST A DISTANCE OF 361.44 FEET TO A "X" MARK FOUND IN CONCRETE AT THE NORTHWEST INTERSECTION OF GUNBY STREET AND DEKALB AVENUE; THENCE ALONG THE NORTHERN VARIABLE RIGHT OF WAY OF DEKALB AVENUE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 13560.50 FEET AND AN ARC LENGTH OF 331.38 FEET BEING SUBTENDED BY A CHORD OF SOUTH 73 DEGREES 16 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 331.37 FEET TO AN "X" MARK SET IN CONCRETE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 1.740 ACRES OR 75,809 SQUARE FEET. INCLUDING THE CAP AREA.

CAP AREA (TRACT 1) DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE - VARIABLE RIGHT OF WAY AND AIRLINE STREET - 40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 331.21 FEET TO A CONCRETE NAIL SET; THENCE LEAVING AFOREMENTIONED PROPERTY LINE AND ALONG A TIE LINE SOUTH 34 DEGREES 45 MINUTES 46 SECONDS EAST A DISTANCE OF 1.65 TO THE CORNER OF A BLOCK WALL, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE EXTERIOR OF A CONCRETE BLOCK WALL THE FOLLOWING BEARINGS AND DISTANCES: NORTH 19 DEGREES 46 MINUTES 39 SECONDS EAST A DISTANCE OF 38.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 77 DEGREES 25 MINUTES 42 SECONDS EAST A DISTANCE OF 1.74 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 18 DEGREES 10 MINUTES 20 SECONDS EAST A DISTANCE OF 3.59 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 61 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 1.10 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 16 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 54.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 83 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 2.89 FEET TO A POINT ON THE SOUTHERN RIGHT AWAY OF EDGEWOOD AVENUE; THENCE ALONG SAID RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 21.56 FEET BEING SUBTENDED BY A CHORD OF NORTH 87 DEGREES 01 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 21.55 FEET; THENCE LEAVING AFOREMENTIONED RIGHT OF WAY SOUTH 09 DEGREES 56 MINUTES 46 SECONDS EAST A DISTANCE OF 1.70 FEET TO THE CORNER ON THE BLOCK WALL; THENCE SOUTH 22 DEGREES 10 MINUTES 18 SECONDS WEST A DISTANCE OF 9.36 FEET TO A POINT ON THE WALL; THENCE SOUTH 14 DEGREES 30 MINUTES 09 SECONDS WEST A DISTANCE OF 28.89 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 73 DEGREES 15 MINUTES 08 SECONDS EAST A DISTANCE OF 12.65 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 17 DEGREES 01 MINUTES 51 SECONDS WEST A DISTANCE OF 22.58 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 72 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 16.21 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 17 DEGREES 49 MINUTES 52 SECONDS WEST A DISTANCE OF 44.43 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 69 DEGREES 11 MINUTES 51 SECONDS WEST A DISTANCE OF 22.49 FEET TO THE CORNER OF A BLOCK WALL; SAID POINT BEING THE

SAID PARCEL HAVING AN AREA OF 0.060 ACRES OR 2,593 SQUARE FEET.

GENERAL NOTES

- 1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 25,079 FEET AND AN ANGULAR ERROR OF 1 SECOND PER ANGLE AND WAS ADJUSTED USING LEAST SQUARES. A TRIMBLE S6 WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS. WORK WAS COLLECTED 07-15-2014 THRU 07-16-2014 AND 11-13-2014. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 64,379 FEET.
- 2.THIS SURVEY IS RELATIVE TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD83 (2011) HORIZONTAL AND NAVD88 (GEOID2012A) VERTICAL. COORDINATES WERE DERIVED FROM NETWORK GPS MEASUREMENTS USING A LEICA VIVA GS15 GPS RECEIVER. ALL POINTS SHOWN HAVE A POSITIONAL ACCURACY OF LESS THAN 0.07 FEET.
- 3.NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAPS OF COBB COUNTY, GEORGIA, AS SHOWN ON
- 4. CORNERS NOTED HEREON AS IRON PIN SET (IPS) ARE 5/8 INCH REBARS WITH A PLASTIC CAP STAMPED "ACCURA ENG. LSF 001140".
- 5. THE PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
- 6. PERMANENT EASEMENT SHOWN IS FOR THE CONSTRUCTION, MAINTENANCE, AND

CAP AREA (TRACT 2) DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF

DEKALB AVENUE - VARIABLE RIGHT OF WAY AND AIRLINE STREET - 40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 331.21 FEET TO A CONCRETE NAIL SET; THENCE LEAVING AFOREMENTIONED PROPERTY LINE AND ALONG A TIE LINE SOUTH 34 DEGREES 45 MINUTES 46 SECONDS EAST A DISTANCE OF 1.65 TO THE CORNER OF A BLOCK WALL, THENCE ALONG THE EXTERIOR OF A CONCRETE BLOCK WALL THE FOLLOWING BEARINGS AND DISTANCES: NORTH 19 DEGREES 46 MINUTES 39 SECONDS EAST A DISTANCE OF 38.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE SOUTH 77 DEGREES 25 MINUTES 42 SECONDS EAST A DISTANCE OF 1.74 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 18 DEGREES 10 MINUTES 20 SECONDS EAST A DISTANCE OF 3.59 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 61 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 1.10 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 16 DEGREES 57 MINUTES 51 SECONDS EAST A DISTANCE OF 54.27 FEET TO THE CORNER OF A BLOCK WALL; THENCE NORTH 83 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 2.89 FEET TO A POINT ON THE SOUTHERN RIGHT AWAY OF

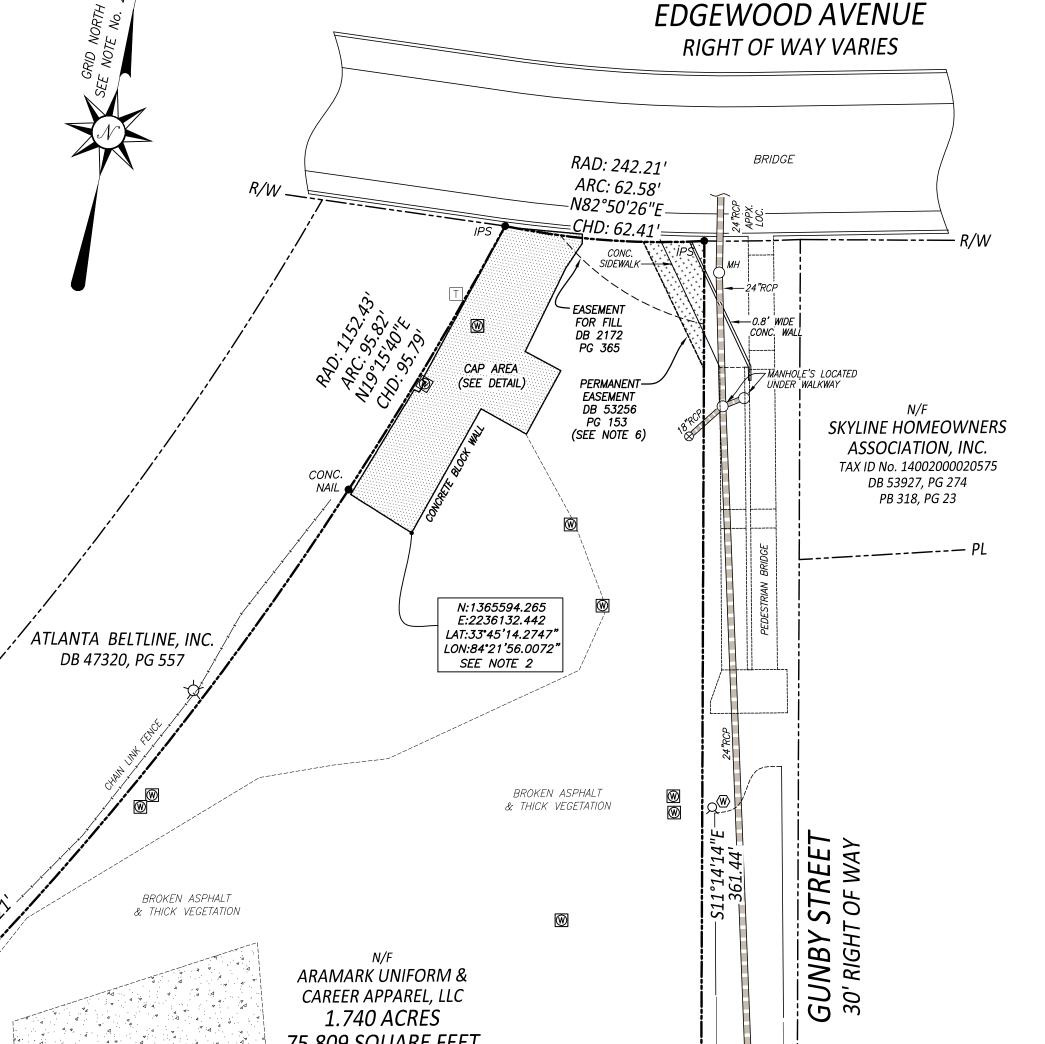
THENCE NORTH 83 DEGREES 50 MINUTES 04 SECONDS EAST A DISTANCE OF 21.44 FEET TO THE CORNER OF THE BLOCK WALL; THENCE SOUTH 09 DEGREES 56 MINUTES 46 SECONDS FAST A DISTANCE OF 1.20 FFFT TO A POINT ON THE SOUTHERN RIGHT OF WAY OF EDGEWOOD AVENUE; THENCE ALONG SAID RIGHT OF WAY FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 21.56 FEET BEING SUBTENDED BY A CHORD OF SOUTH 87 DEGREES 01 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 21.55 FEET TO A POINT ON THE AFOREMENTIONED RIGHT OF WAY; SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 0.0004 ACRES OR 16 SQUARE FEET.

REVISION 1: CAP AREA WAS EXPANDED

TO EDGEWOOD AVENUE. 11-19-2014

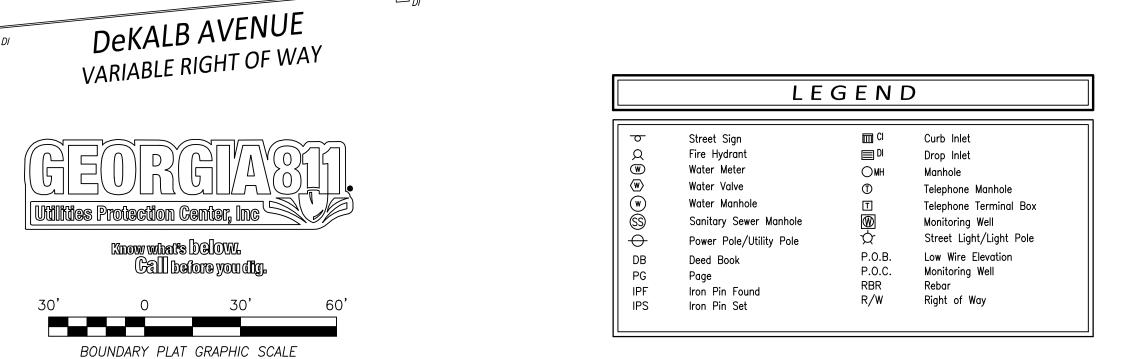
EDGEWOOD AVENUE; SAID POINT BEING THE POINT OF BEGINNING.



RE OF RIGHT AIRLINI 40' RIGH *75,809 SQUARE FEET* (INCLUDING THE CAP AREA- TRACT 1) TAX ID No. 14002000010196 DB 49512 , PG 498 ARAMARK UNIFORM & CAREER APPAREL, LLC BROKEN CONCRETE TAX ID No. 14002000020245 DB 49512, PG 498 BROKEN ASPHALT & THICK VEGETATION BROKEN ASPHALT & THICK VEGETATION 573°16'10"W CHD: 331.37

(TRACT 2) EDGEWOOD AVENUE 0.0004 ACRES VARIABLE RIGHT OF WAY P.O.B. -16 SQUARE FEET 2.89' N83°50'04"E —\ 1.20' 21.44' *─ S09°56'46"E* N83°50'04"E (C1)1.70' — S09°56'46"Е 0.2' EAST — OF PL 9.36' −*S22°10'18"W* CURVE TABLE RAD: 242.21' | \$ 87°01'08" W ARC: 21.56' CHD: 21.55' 1.10' N61°30'39"W-CAP AREA CHART TRACT 1: 0.0600 AC. 2,593 SQ. FT. TRACT 2: 0.0004 AC. 16 SQ. FT. TOTAL: 0.0604 AC. 2,609 SQ. FT P.O.B. CONC. (TRACT 1) S34°45'46"E-(TIE LINE) 0.0600 ACRES 2,593 SQUARE FEET AIRLINE STREET 40' RIGHT OF WAY DeKALB AVENUE VARIABLE RIGHT OF WAY P.O.C. DETAIL GRAPHIC SCALE

CAP AREA DETAIL



This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67

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PPAREL < CAREER OCATED IN:

CREW CHIEF: FIELD WORK: 07/15/2014 **AMW** DRAWN BY: **CHECKED BY:** LMB DATE: 07/23/2014 SCALE: 1"=30' JOB No. 20010 SHEET NUMBER