

FILED IN OFFICE
CLERK SUPERIOR CT
ROCKDALE CO., GA.

2016 AUG 29 PM 3: 24

Ruth A. Wilson
CLERK

Doc ID: 010658450013 Type: COVE
Recorded: 08/31/2016 at 02:42:59 PM
Fee Amt: \$36.00 Page 1 of 13
Rockdale County Superior Court
Ruth A. Wilson Clerk

BK 5927 PG 65-77

After Recording Return to:

CROSS-REFERENCE: Deed Book: 4224

Page: 4

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).

Fee Owner of Property/Grantor:

Hunting Creek Retail LLC
12201 Wilshire Boulevard, Suite B
Los Angeles, CA 90025

Grantee/Holder:

Hunting Creek Retail LLC
12201 Wilshire Boulevard, Suite B
Los Angeles, CA 90025

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

Parties with interest in the Property:

Hunting Creek Retail LLC
12201 Wilshire Boulevard, Suite B
Los Angeles, CA 90025

Environmental Covenant

1820 Georgia Highway 20 South
Conyers, Georgia

Page 2

Property:

The property subject to this Environmental Covenant is the Hunting Creek Shopping Plaza (hereinafter "Property"), located on 1820 Georgia Highway 20 South in Conyers, Rockdale County, Georgia. The Property was conveyed on October 25, 2006, from F. S. Associates, L.P. to Rose City Village Affordable Housing Limited Partnership and recorded in Deed Book 4061, Page 170, Rockdale County Records and then transferred on May 15, 2007 to Hunting Creek Retail LLC and recorded in Deed Book 4224, Page 4 of the Rockdale County Records. The Property consists of approximately 11.84 acres. A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

Tax Parcel Number:

075001034A of Rockdale County, Georgia

Name and Location of Administrative Record: Rockdale County Tax Commissioner's Office
969 Pine Street
Conyers, GA 30012

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents:

- Revised Voluntary Remediation Plan Application, October 8, 2010
- Voluntary Compliance Status Report, June 2011
- Response to CSR Comments, May 2013

These documents are available at the following locations:

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.

This document is also available online at <https://epd.georgia.gov/uniform-environmental-covenants>.

Declaration of Covenant:

The Property previously was listed on the state's hazardous site inventory and was 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 Covenant

1820 Georgia Highway 20 South
Conyers, Georgia

Page 3

Environmental Protection Division ("EPD") for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor, Grantee/Holder, EPD, and their respective successors and assigns.

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 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 restrictions, limitations, 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 10; 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 the Grantee and its respective successors and assigns and shall be enforceable by the Director or his agents or 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. Registry: 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 of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitation set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
3. Periodic Reporting. Annually, by no later than one (1) year following the effective date of this Environmental Covenant, the Owner and/or Holder shall complete and submit to EPD an

Environmental Covenant

1820 Georgia Highway 20 South
Conyers, Georgia

Page 4

Annual Certification Form attached to this Environmental Covenant as Exhibit C certifying that groundwater underneath the Property is not being used for drinking water.

4. Activity and Use Limitation(s). The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited.
5. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating compliance with this Environmental Covenant.
6. Recording of the 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 Property Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the Environmental Covenant, (2) each person in possession of the real property subject to the Environmental Covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the Environmental Covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
7. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 et seq., unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be amended or terminated, as appropriate, in accordance with O.C.G.A. § 44-16-1 et seq.
8. Severability. 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.
9. No EPD Interest in Property Created. 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;

Environmental Covenant

1820 Georgia Highway 20 South
Conyers, Georgia

Page 5

- b.) That the Grantor has served each of the people or entities referenced in Paragraph 6 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).

Notices.

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

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

Hunting Creek Retail LLC
12201 Wilshire Boulevard, Suite B
Los Angeles, CA 90025

[SIGNATURES ON FOLLOWING PAGES]

Environmental Covenant

1820 Georgia Highway 20 South
Conyers, Georgia

Page 6

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia
Uniform Environmental Covenants Act, on the 18th day of July, 2016.

Signed, sealed, and delivered in the presence
of:

[Signature]
Unofficial Witness (Signature)

Peter Rose
Unofficial Witness Name (Print)

Kris Pope

Unofficial Witness Address (Print)

[Signature]
Unofficial Witness Signature

Jessica Roberts
Unofficial Witness Name (Print)

[Signature]

Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 07/27/2019

Dated: July 18 2016
(NOTARY SEAL)

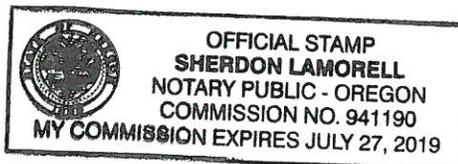
For the Grantor:

Hunting Creek Retail LLC
Name of Grantor

By: Rose City Village Affordable Housing
LP,
its sole member

By: Bristol Equities, Inc.,
its general partner

[Signature]
By: President, Bristol Equities, Inc.



Environmental Covenant

1820 Georgia Highway 20 South
Conyers, Georgia

Page 7

Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

Doralyn S. Kirkland
Unofficial Witness (Signature)

Richard E. Dunn (Seal)
(Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

Richard E. Dunn
Director

2 Martin Luther King Jr Dr; Ste 1456
Atlanta GA 30334
Unofficial Witness Address (Print)

Stacey L Jones
Notary Public (Signature)

Dated: 8-3-16
(NOTARY SEAL)

My Commission Expires: April 22, 2020



Exhibit A
Legal Description

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 243 of the 10th District of Rockdale County, Georgia, and being more particularly described as follows:

Beginning at a one-half inch rebar at the intersection of the southerly right-of-way line of Flat Shoals Road (100 foot right-of-way) and the easterly right-of-way line of McDonough Highway (Georgia Route No. 20 and No. 138) (80 foot right-of-way); running thence South 88 degrees 45 minutes 00 seconds East along the southerly right-of-way line of Flat Shoals Road 546.12 feet to a concrete right-of-way monument; running thence South 01 degrees 19 minutes 30 seconds West 1022.90 feet to a one-half inch rebar; running thence North 89 degrees 01 minutes 40 seconds West 504.00 feet to a one-half inch rebar on the easterly right-of-way line of said McDonough Highway; running thence North 01 degrees 01 minutes 40 seconds West along the easterly right-of-way line of said McDonough Highway 1026.15 feet to a one-half inch rebar and the point of beginning; as per survey for F.S. Associates, Ltd., dated July 14, 1986, last revised September 25, 1986, by Loo-Turley & Associates, P.C., Richard Loo, Registered Land Surveyor No. 2129; and containing 12.3449 acres according to said survey.

LESS AND EXCEPT:

Rights to property contained in that certain Limited Warranty Deed from F.S. Associates, Ltd., a Georgia limited partnership, whose general partners are Charles A. Lotz, Jr., and Henry H. Wirth to The Georgia Department of Transportation, dated August 17, 1987, filed for record August 18, 1987 at 11:53 o'clock a.m., recorded in Deed Book 378, page 71, aforesaid records.

Rights to property conveyed in that certain Conveyance of Access Rights from F.S. Associates, Ltd. to Georgia Department of Transportation, dated August 18, 1987, filed for record August 19, 1987 at 10:35 o'clock a.m., recorded in Deed Book 378, page 157, aforesaid records.

Easements contained in that certain Right of Way Deed from F.S. Associates, L.P. to Georgia Department of Transportation, dated April 25, 1995, filed for record July 12, 1995 at 2:39 o'clock p.m., recorded in Deed Book 1129, page 221, aforesaid records.

Easements contained in that certain Condemnation Suit No. 97-CV-2062V by and between Department of Transportation (Plaintiff) and 0.3303 acres of land; and certain easement rights; and F.S. Asso. Ltd.; The Lomas and Nettleton Company a/k/a Lomas Mortgage USA, Inc.; Household Bank, FSB; McMichael's Construction Co. Inc.; et al., filed for record July 17, 1997, recorded in Deed Book 1436, page 1, aforesaid records.

Exhibit B
Map

Exhibit C

Annual Certification Form

Hunting Creek Shopping Plaza
1820 Georgia Highway 20 South, Conyers, Rockdale County, Georgia

	Groundwater Use Restriction	Yes?	No?
1	Is groundwater beneath the Property being extracted and used for drinking water or other potable purposes?		
1(a)	If yes to 1 above, then provide a written explanation to EPD within 30 days.		

Certification:

I certify under penalty of law that this document and any attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature

Date