

After Recording Return to:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334



Deed Doc COVE
Recorded 08/21/2014 01:06PM

Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.

Et: 04256 Pg: 0249-0276

Penalty:

Environmental Covenant

THIS instrument is an environmental covenant (“Environmental Covenant”) executed for the property identified below (hereinafter “the Property”) as part of an environmental response project. The purpose of the environmental response project is to address preexisting releases (as defined under the Georgia Hazardous Site Reuse and Redevelopment Act, O.C.G.A. § 12-8-200 *et seq.* (hereinafter “Brownfield Act”) of regulated substances detected in soil on the Property. This Environmental Covenant subjects the Property to certain activity and use limitations (specified below) that prevent exposure to soil and groundwater.

Fee Owner of Property/Grantor: The Standard at Athens, LLC
455 Epps Bridge Parkway, Building 100, Suite 201
Athens, Georgia 30606

Grantee/Holder: The Standard at Athens, LLC
455 Epps Bridge Parkway, Building 100, Suite 201
Athens, Georgia 30606

**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 1152 East Tower
Atlanta, GA 30334

Parties with interest in the Property: Wells Fargo Bank, National Association
2859 Paces Ferry Road, Suite 1200
Atlanta, Georgia 30328
Loan #1008209
Attention: Jennifer Molnar

Unified Government of Athens-Clarke County, Georgia
P.O. Box 1868
Athens, Georgia 30603

Property:

The Property subject to this Environmental Covenant is The Standard at Athens (the former Athens Hardware Property), located at 600 North Thomas Street, in Athens, Athens-Clarke County, Georgia. The Property was conveyed on November 30, 2012, from The Athens Hardware Company, a Georgia corporation, to The Standard at Athens, LLC, a Georgia limited liability company, by that certain Limited Warranty Deed recorded in Deed Book 04021 Page 0270, and that certain Quitclaim Deed recorded in Deed Book 04021, Page 0275, Athens-Clarke County Records. The Property comprises

approximately 3.067 acres in Athens-Clarke County, Georgia. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

163D3 K001 of Athens-Clarke County, Georgia

Description of the Environmental Response Project:

Environmental due diligence sampling conducted by The Standard at Athens, LLC prior to purchase of the Property determined that a preexisting release to soil of inorganic constituents (lead, arsenic, mercury, cadmium, and chromium) occurred at the Property. The Georgia Environmental Protection Division (hereinafter "EPD") approved the prospective purchaser corrective action plan (hereinafter "CAP") submitted by The Standard at Athens, LLC as an application for a limitation of liability under the Brownfield Act. The CAP, which laid out the elements of the environmental response project, called for additional sampling to determine the extent of releases to soil and groundwater on the Property and contained The Standard at Athens, LLC's commitment to bring soil on the Property into compliance with risk reduction standards promulgated under Georgia's Hazardous Site Response Act (O.C.G.A. § 12-8-90 *et seq.*, hereinafter "HSRA"), and the Rules promulgated thereunder (hereinafter "the Rules").

Environmental sampling conducted under the approved CAP identified releases of several inorganic constituents to soil, and the CAP was subsequently amended to include use of engineered controls to prevent humans from inadvertently coming into contact with soil on the property. The engineered controls include the installation and maintenance of concrete building slabs and parking areas over the majority of the property, placement of impervious liner over native soil, and placement of clean fill in the central courtyard and certain landscaped areas. In addition, a liner and underdrain system beneath the clean fill collects rainwater and prevents it from migrating through native soils. As an added measure, this Environmental Covenant restricts the use of groundwater on the Property.

The Type 5 remedy requires periodic inspections to verify the integrity of the engineered controls, to be carried out under an EPD-approved Monitoring and Maintenance Plan. In addition, any utility work that requires a breach of the engineered cover or liner will be conducted under the provisions of the Monitoring and Maintenance Plan, which specifies procedures for conducting annual inspections of the property; maintaining the engineered controls; ground-penetrations; addressing instances of unintended non-compliance with the approved CAP or Permit System; and reporting and recordkeeping. The Type 5 remedy undertaken at the Property and documented in the CAP is hereinafter referred to as the "Corrective Action."

In accordance with the Monitoring and Maintenance Plan, before any buildings are removed or demolished, an amendment to the approved CAP will be submitted to EPD describing the measures that will be taken to maintain the foundations and control exposure to contaminated soil and infiltration of precipitation. If the foundations or other impervious surfaces are to be removed, an amendment to the approved CAP must first be submitted to EPD describing the corrective action that will be used to bring the underlying portions of the property where such foundations or impervious surface have been removed into compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards as defined in the Georgia Rules for Hazardous Site Response Section 391-3-19-.07.

Incorporation of Monitoring and Maintenance Plan:

E# 04256 P# 0251

The Monitoring and Maintenance Plan attached hereto is hereby incorporated into and made a part of this Environmental Covenant. Should a change in conditions at the Property warrant a change in the Monitoring and Maintenance Plan, a written request for amendment must be submitted to EPD for consideration. If, at its sole discretion, EPD approves the amendment request, the amended provision(s) of the Monitoring and Maintenance Plan shall likewise be considered a part of this Environmental Covenant and shall have the same force and effect.

Name and Location of Administrative Record:

The administrative record for the environmental response project conducted at the Property is identified by the file name "Athens Hardware/The Standard at Athens Property, file identification number 252-0056." This record is available for review, by appointment, Monday through Friday, from 8:00 AM to 4:30 PM (excluding state holidays) at the following location:

Georgia Environmental Protection Division
Land Protection Branch
2 MLK Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

The administrative record includes the following documents, which contain details of the environmental sampling investigation and Corrective Action performed at the Property as part of the environmental response project:

- CAP, Former Athens Hardware Property, 600 North Thomas Street, Athens, GA, dated May 24, 2012.
- Revised CAP, Former Athens Hardware Property, 600 North Thomas Street, Athens, GA, dated June 2012.
- Sampling and Analysis Plan, Former Athens Hardware Property, 600 North Thomas Street, Athens, GA, dated August 2012.
- CAP Addendum, Revision III, Former Athens Hardware Property, 600 North Thomas Street, Athens, GA, dated May 20, 2013.
- Correspondence to EPD Re: Changes to CAP, Former Athens Hardware Property, 600 North Thomas Street, Athens, GA, dated June 27, 2013 (CAP Addendum, Revision IV).
- Correspondence to EPD Re: Former Athens Hardware Brownfield Property, 600 North Thomas Street, Athens, GA, dated July 9, 2013 (PPCAP Addendum, Revision V).
- Prospective Purchaser Compliance Status Report ("CSR"), Former Athens Hardware Brownfield Property, 600 North Thomas Street, Athens, GA.
- Monitoring and Maintenance Plan, Former Athens Hardware property, 600 North Thomas Street, Athens, GA, included as Appendix J to the CSR, as may be amended from time to time.

Declaration of Covenant

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, its successors and assigns, Grantee, and the State of Georgia, Department of Natural Resources, EPD, its 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 Grantee and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, and the Rules. 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. 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.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declaration 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).

Activity and Use Limitations.

1. Monitoring and Maintenance. The Monitoring and Maintenance Plan must be implemented to ensure that inspections are performed as scheduled to verify the integrity of the engineered controls, document their condition, and ensure that engineered controls are fully restored following any utility work or other activities requiring penetration of engineered cover materials.
2. Prohibited Activities. Any activity on the Property that would expose contaminated soil beneath any engineered cover or that may result in exposure to the regulated substances that were contained as part of the Corrective Action is prohibited unless conducted in accordance with the approved Monitoring and Maintenance Plan. These activities include but are not limited to the following: digging, drilling, excavating, grading, demolition, bulldozing, earthmoving, or use of any equipment, to the extent any such activity brings contaminated soil to the surface or alters the grade of the Property in such a way that would cause exposure to contaminated soil.
3. Groundwater Use Prohibited. The use or extraction of groundwater beneath the Property for drinking water, irrigation, or any other non-remedial purposes shall be prohibited.

Grantor's 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.
- 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;

- File: 01256 File: 01256
- 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 has served each of the people or entities requiring prior notice with a copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
 - f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
 - g) That 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.

Recording of Covenant and Required Notices

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 Clarke County, and send a file-stamped copy 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) 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 (but not including tenants leasing individual residential and commercial units), (3) each municipality, county, consolidated government, or other unit of local government in which the Property is located, and (4) each owner in fee simple whose property abuts the Property.

Notice of Intent to Convey Interest. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner if Owner does not have in place adequate and complete provision for continued monitoring, operation, and maintenance of the engineered controls. With the exception of leases of individual commercial and residential units, the Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, or apply for building permit(s) or propose any site work that would affect the engineered controls contemplated hereunder.

Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property 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. Leases of commercial and residential units shall contain the following language: "Pursuant to O.C.G.A. § 12-8-90 *et seq.*, the Property is subject to the requirement that certain engineering controls, including building slabs, impervious surfaces, and a liner and underdrain system in certain landscaped areas, are to remain intact and in good condition. Tenant will not undertake any action that will damage such engineering controls. A copy of the Environmental Covenant is available for review in the leasing office, and further information concerning environmental conditions and Corrective Action at this property is available at the following location: Georgia Environmental Protection Division, Brownfield Program, 2 MLK Jr. Dr. SE, Suite 1054 East Tower, Atlanta, GA 30334, Monday through Friday, 8:00 AM to 4:30 PM excluding state holidays."

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.

Communication

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

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

General Provisions

Effective Date. 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).

Benefit. This Environmental Covenant shall inure to the benefit of The Standard at Athens, LLC, EPD, and their respective successors and assigns and shall be enforceable by the director or his agents or assigns, The Standard at Athens LLC, 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.

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).

Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD and Grantor 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, and to inspect records that are related to the Corrective Action.

Periodic Reporting. Annually, by no later than December 31, following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report documenting compliance with this Environmental Covenant and with the EPD-approved Maintenance and Monitoring Plan, including, but not limited to reports of periodic inspection of engineered controls, ground-penetrating permits issued, maintenance activities conducted on engineered controls, documentation that the notice of limitation was provided to lessees, and a certification stating whether or not the requirements of this Environmental Covenant are being abided by.

Termination or Modification. This Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-9, 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 the Rules, 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.*

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 17 day of July, 2014.

Signed, sealed, and delivered in the presence of:

Kendall Cole
Unofficial Witness (Signature)

Kendall Cole
Unofficial Witness Name (Print)

2134 Breedlove Springs Ct.
Monroe, GA 30666
Unofficial Witness Address (Print)

Devin Kennedy
Notary Public (Signature)

My Commission Expires: 10/20/2015

For the Grantor/Grantee Holder:

THE STANDARD AT ATHENS, LLC, a
Georgia limited liability company

[Signature] (Seal)
(Signature)

J. Wesley Rogers
Authorized Signatory

Dated: 7/17/14
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Doralyn S. Kirkland
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

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

Marcia Kush
Notary Public (Signature)

My Commission Expires: 11-5-2017

For the State of Georgia
Environmental Protection Division:

Judson H. Turner (Seal)
(Signature)

Judson H. Turner
Director

Dated: July 28, 2014
(NOTARY SEAL)



Exhibit A
Legal Description

Bk 04256 Pg 0256

All that tract or parcel of land lying and being in Athens-Clarke County, Georgia, G.M.D. 216, containing 3.067 acres, more or less, and being more particularly described as follows:

Beginning at an iron pin set at the intersection of the Easterly margin of right-of-way of North Thomas Street with the northerly margin of right-of-way of Strong Street, being the TRUE POINT OF BEGINNING; thence, along the variable right-of-way of North Thomas Street, North 15 degrees 59 minutes 24 seconds West, 124.72 feet to an iron pin set; thence, North 15 degrees 59 minutes 24 seconds West, 82.90 feet to an iron pin set intersecting the southerly margin of variable right-of-way of North Avenue; thence along said right-of-way, North 27 degrees 00 minutes 36 seconds East, 94.30 feet to an iron pin set; thence, North 33 degrees 25 minutes 36 seconds East, 119.99 feet to an iron pin set; thence, North 28 degrees 15 minutes 36 seconds East, 90.26 feet to an iron pin set; thence, North 18 degrees 34 minutes 36 seconds East, 50.48 feet to an iron pin set; thence leaving said right-of-way, South 75 degrees 23 minutes 24 seconds East, 40.00 feet to an iron pin set; thence, South 39 degrees 27 minutes 24 seconds East, 168.00 feet to a point; thence, South 21 degrees 36 minutes 36 seconds West, 70.00 feet to a point; thence, North 54 degrees 33 minutes 36 seconds East, 55.00 feet to a point; thence, South 57 degrees 50 minutes 24 seconds East, 64.00 feet to an iron pin set; thence, South 17 degrees 22 minutes 24 seconds East, 206.00 feet to an iron pin set on the northerly margin of the 40 foot right-of-way of Strong Street; thence along said right-of-way, South 74 degrees 37 minutes 36 seconds West, 127.50 feet to an iron pin set; thence, South 74 degrees 37 minutes 36 seconds West, 277.74 feet to the TRUE POINT OF BEGINNING.

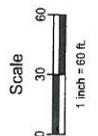
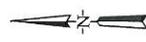
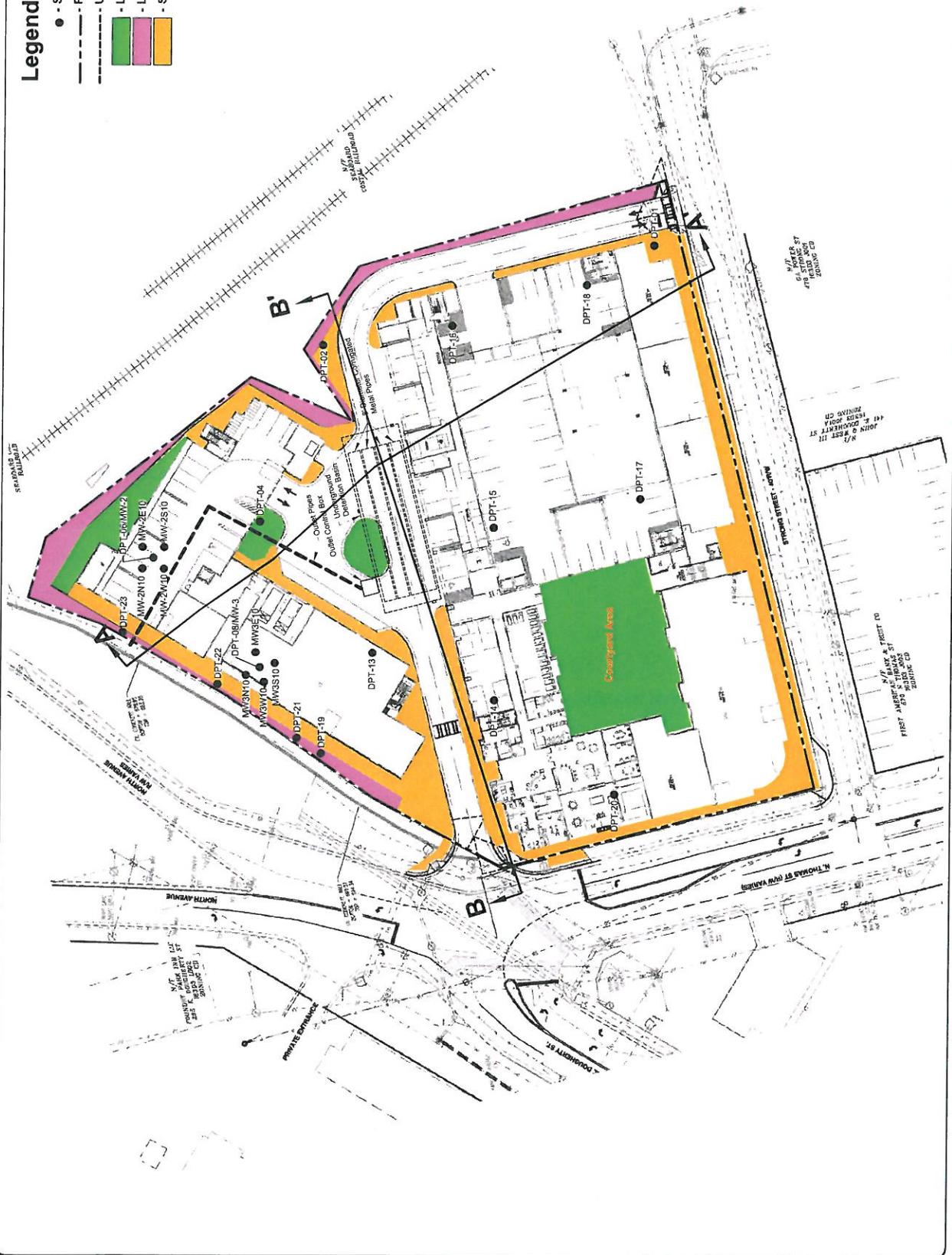
The above described property is substantially the same property as described in that certain Warranty Deed recorded in Deed Book 347 Page 551-553, (Athens-Clarke County Records), referencing "Survey for City of Athens-Urban Renewal Authority," by Ben McLeroy and Associates (last revised January 4, 1971 and recorded in Plat Book 13 Page 96).

Exhibit B
Property Area Map

Ek 04256 Pg 0257

Legend

- - Soil Boring Location
- - - Property Boundary
- - - Underground Detention Basin
- - Liner with under drain - 10,689 SF
- - Liner without under drain - 4,543 SF
- - Sidewalk - 16,329 SF



REV.	DATE	DESCRIPTION	BY	CHK	APP
1	11-17-14	ISSUE FOR PERMIT	CS	BR	CS
2	02-25-15	REVISED	CS	BR	CS
3	03-11-15	REVISED	CS	BR	CS
4	03-11-15	REVISED	CS	BR	CS
5	03-11-15	REVISED	CS	BR	CS
6	03-11-15	REVISED	CS	BR	CS
7	03-11-15	REVISED	CS	BR	CS
8	03-11-15	REVISED	CS	BR	CS



Former Athens Hargrave Brownfields Site
 808 North Hillside
 Athens, Georgia 30601
 Future Development

ATHENS
 3442
 1
 16
 16

Exhibit C
Maintenance and Monitoring Plan

Ek 04256 Pg 0259