

After Recording Return to:

Christina Braisted Rogers, Esq.
Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road
Suite 2500
Atlanta, Georgia 30303

ENVIRONMENTAL COVENANT

165 Courtland Street NE
Atlanta, Fulton County, Georgia

Grantor: Courtland Hotel Owner, L.L.C.

After Recording Return to:

~~Courtland Hotel Owner, L.L.C., a Delaware limited liability company
c/o Contrarian Capital Management
441 Putnam Avenue, Suite 425
Greenwich, CT 06830
Attention: Brett Rowland~~

Environmental Covenant

This instrument is an Environmental Covenant (“Environmental Covenant”) executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Parcel 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 OCGA § 44-16-8(a).

Fee Owner of Property/Grantor: Courtland Hotel Owner, L.L.C., a Delaware limited liability company
c/o Contrarian Capital Management
441 Putnam Avenue, Suite 425
Greenwich, CT 06830
Attention: Brett Rowland

Grantee/Holder: Courtland Hotel Owner, L.L.C., a Delaware limited liability company
c/o Contrarian Capital Management
441 Putnam Avenue, Suite 425
Greenwich, CT 06830
Attention: Brett Rowland

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 1456 East Tower
Atlanta, GA 30334

Parties with interest in the Property: Colfin Courtland Funding, LLC, a Delaware limited liability company
c/o Colony Capital, LLC
2450 Broadway, 6th Floor
Santa Monica, CA 90404
Attention: Director, Legal Department

Property; Parcel; Area of Concern.

The property, a portion of which is subject to this Environmental Covenant, is known as the Sheraton Atlanta Hotel (hereinafter "Property"), and is located on 165 Courtland St NE in Atlanta, Fulton County, Georgia. The Property was conveyed from Courtland Hotel, L.L.C. to Courtland Hotel Owner, L.L.C., and the deed recorded on December 22, 2015 in Deed Book 54476, Page 255, Fulton County Records. The Property is located in Land Lot 51 of the 14th District of Fulton County, Georgia and consists of 5.053 acres. A total of 0.231 acres of the Property ("Parcel") is enrolled in the Georgia Brownfield Program pursuant to the Georgia Brownfields Act, O.C.G.A. § 12-8-200 et seq. ("Brownfield Act"). Roughly a third of the Parcel was subject to the Corrective Action described herein ("Area of Concern"). A complete legal description and map of the Property is attached as **Exhibit A**. A complete legal description and map of the Parcel is attached as **Exhibit B**. The Area of Concern is also identified on the map attached at **Exhibit B**.

Tax Parcel Number(s).

APN: 14 00 510005098 of Fulton County, Georgia

Name and Location of Administrative Records.

The environmental response at the Parcel that is the subject of this Environmental Covenant is described in the following document[s]:

- Prospective Purchaser Corrective Action Plan, Sheraton Atlanta, 165 Courtland Street, Atlanta, Fulton County, Georgia 30303, prepared by Peachtree Environmental, dated October 2014
- Corrective Action Plan Addendum, Sheraton Atlanta Hotel, 165 Courtland Street, Atlanta, Fulton County, Georgia 30303, prepared by Peachtree Environmental, dated November 11, 2014
- Prospective Purchaser Compliance Status Report, Sheraton Atlanta Hotel, 165 Courtland Street, Atlanta, Fulton County, Georgia 30303, prepared by Peachtree Environmental, dated December 2014

These documents are available for viewing by appointment 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.

Environmental sampling conducted at the Parcel determined that a preexisting release to soil and groundwater of Volatile Organic Compounds ("VOCs"), (specifically benzene,

ethylbenzene, toluene and xylenes) had occurred in the Area of Concern. The State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") approved a prospective purchaser corrective action plan ("PPCAP") for the Parcel under the Brownfield Act. The PPCAP, which laid out the elements of the environmental response at the Parcel, called for the excavation and disposal at an off-site facility of impacted soils in the Area of Concern.

Spread footers associated with the building support structure in and around the Area of Concern were uncovered where piers to the top of bedrock were anticipated. Excavation of soil beyond the bottom of the spread footers (approximately five feet below ground surface) is not possible without implementing significant stabilization measures for the surrounding structure. Such stabilization measures were deemed impracticable and the PPCAP was amended in a Corrective Action Plan Addendum ("PPCAP Addendum"). In accordance with the PPCAP Addendum excavation and off-site disposal of impacted soil in the Area of Concern to a depth of five feet has been performed. An oxygen amendment was placed over the excavation floor to stimulate biodegradation. A passive-vapor venting system was placed over the backfill. The backfill and vapor barrier are passively vented to reduce migration of remaining vapors from the underlying soil and groundwater to the overlying clean fill and ground surface. The clean backfill was capped with the 6-inch thick reinforced concrete floor of the parking garage. This environmental covenant restricts excavation in the Area of Concern. This Type 5 remedy also requires periodic inspections to verify the integrity of the engineering controls, to be carried out under a Monitoring and Maintenance Plan that has been developed for the Parcel. As an added measure, this Environmental Covenant restricts the use of groundwater under the Parcel for any purpose except in compliance with the Monitoring and Maintenance Plan or with prior written approval by EPD. This remedy, including the engineering and institutional controls documented in the PPCAP and PPCAP Addendum is hereinafter referred to as the "Corrective Action."

Declaration of Covenant.

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/Holder, its successors and assigns, and EPD, its successors and assigns. This Environmental Covenant is required because a release of VOCs (benzene, ethylbenzene, toluene and xylenes) occurred in the Area of Concern. Benzene, ethylbenzene, toluene and xylenes 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 thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the installation and maintenance of engineering controls (passive vapor barrier and venting system, five feet of clean fill and concrete cap) over the Area of Concern and institutional controls (limit use of groundwater at the Parcel to protect human health and the environment).

Grantor hereby binds Grantor, its successors and assigns to the activity and use restrictions for the Parcel identified herein and grants such other rights under this Environmental Covenant in favor of Grantee/Holder 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 Parcel 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 Parcel (hereinafter "Owner"). Should a transfer or sale of the Parcel 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/Holder, EPD, Grantor and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee/Holder 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. 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. With the exception of leases, the Owner of the Parcel must give ten (10) days advance written notice to EPD of the Owner's intent to convey any interest in the Parcel. Owner reserves the right to rescind the aforesaid notice by providing a written notice of rescission to EPD in the case of changed circumstances. No conveyance of title, easement, lease, or other interest in the Parcel 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. The Owner of the Parcel must also give ten (10) days advance written notice to EPD of the Owner's intent to change the use of the Parcel, apply for building permit(s), or perform any site work if such actions would affect or modify the engineering controls described in this Covenant (each, an "Owner Action"). In case of an emergency situation requiring immediate Owner Action, the Owner shall provide notice to EPD as soon as possible.
3. Notice of Limitation in Future Conveyances. Except for short-term leasehold interests of one year duration or less, each instrument hereafter conveying an interest in the Parcel 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. Periodic Reporting. Annually, by no later than December 31 of each year following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Maintenance and Monitoring Plan including, but

not limited to: cap maintenance and inspection activities and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). Any activity in the Area of Concern that would require the contaminated soil beneath the vapor barrier to be managed or exposed (i.e. approximately five feet or greater depth) or that may otherwise result in exposure to the regulated substances that were contained as part of the Corrective Action or create a new pathway of exposure, is prohibited unless such activity is conducted in accordance with the approved Monitoring and Maintenance Plan. These activities include, but are not limited to the following: drilling, digging, excavation, demolition, 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.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Parcel for drinking water or for any other purpose shall be prohibited except in compliance with the Monitoring and Maintenance Plan or with prior written approval from EPD.
7. Right of Access. In addition to any rights already possessed by EPD and/or the Grantee/Holder, the Owner shall allow authorized representatives of EPD and/or Grantee/Holder the right to enter the Parcel at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Parcel, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
8. 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 Parcel 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) each person holding a recorded interest in the real property subject to the covenant, (2) each person in possession of the real property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located; and (4) each owner in fee simple whose property abuts the Parcel subject to the Environmental Covenant.
9. Termination or Modification. The Environmental Covenant shall remain in full force and effect unless terminated or modified in accordance with O.C.G.A. § 44-16-10.
10. 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.
11. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property. 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 Parcel and holds fee simple title;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Parcel 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 has served each of the people or entities referenced in Activity 8 above with an identical 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 Parcel; and
- g) That this Environmental Covenant does not authorize a use of the Parcel 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:

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

Courtland Hotel Owner, L.L.C., a Delaware limited liability company
 c/o Contrarian Capital Management
 441 Putnam Avenue, Suite 425
 Greenwich, CT 06830
 Attention: Brett Rowland

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 26th day of March, 2015.

Signed, sealed, and delivered in the presence of:

[Handwritten Signature]

Unofficial Witness (Signature)

Karen L. Oruska

Unofficial Witness Name (Print)

1809 Fernwood Drive

W Deptford, NJ 08096

Unofficial Witness Address (Print)

[Handwritten Signature]

Notary Public (Signature)

My Commission Expires: *1/14/2018*

For the Grantor:

Courtland Hotel Owner, LLC

Name of Grantor (Print)

[Handwritten Signature]

Grantor's Authorized Representative (Signature)

Jon A. Cummins

Authorized Representative Name (Print)

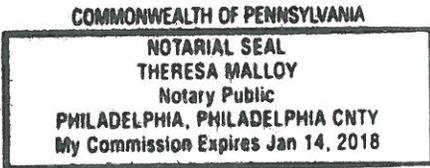
Authorized Representative

Title of Authorized Representative (Print)

Dated: *2/5/2015*

(NOTARY SEAL)

(Seal)



Signed, sealed, and delivered in the presence of:

Doralyn S. Kirkland
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

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

Cristal Sailors
Notary Public (Signature)

My Commission Expires: 1/22/17

**For the State of Georgia
Environmental Protection Division:**

Judson H. Turner (Seal)
(Signature)

Judson H. Turner
Director

Dated: March 26, 2015

(NOTARY SEAL)



Exhibit A
Legal Description of the Property and Map

**STAMP
ADDED
TO CAPTURE
IMAGE**

Property

All that tract or parcel of land lying and being in Land Lot 51 of the 14th District, Fulton County, Georgia, City of Atlanta and being more particularly described as follows:

BEGINNING at a scribe in the concrete located at the intersection of the Northerly right-of-way of Ellis Street (60 foot right-of-way) and the Easterly right-of-way of Courtland Street (70 foot right-of-way); thence along said Easterly right-of-way of Courtland Street, North $00^{\circ}57'13''$ East, 404.85 feet to the corner of sidewalk at the intersection of the Easterly right-of-way line of Courtland Street and the Southerly right-of-way line of Andrew Young International Boulevard (60 foot right-of-way); thence along said Southerly right-of-way of Andrew Young International Boulevard, South $89^{\circ}06'17''$ East, 545.98 feet to a nail found in the sidewalk at the intersection of the Southerly right-of-way of Andrew Young International Boulevard and the Westerly right-of-way of Piedmont Avenue (60 foot right-of-way); thence along the said Westerly right-of-way of Piedmont Avenue, South $01^{\circ}20'39''$ West, 403.44 feet to a capped rebar set found at the intersection of the Westernmost right-of-way line of Piedmont Avenue and the Northerly right-of-way of Ellis Street; thence along the Northerly right-of-way of Ellis Street, North $89^{\circ}15'15''$ West, 543.23 feet to a hole in the concrete at the intersection of the Northerly right-of-way of Ellis Street and the Easterly right-of-way line of Courtland Street and **THE TRUE POINT OF BEGINNING.**

Said tract of land containing 5.053 acres (22,094 sq. ft.) and being Tract I as shown on the ALTNACSM Land Title Survey prepared by Metro Engineering and Survey Company dated 8/28/14 (Job Number13517).

Said tract of land also being the same property described in the Stewart Title Guaranty Company Title Commitment, Commitment No. 1569.0015(0), Effective Date September 3, 2014.

Exhibit B
Legal Description of Brownfield Parcel;
Map of Brownfield Parcel and Area of Concern

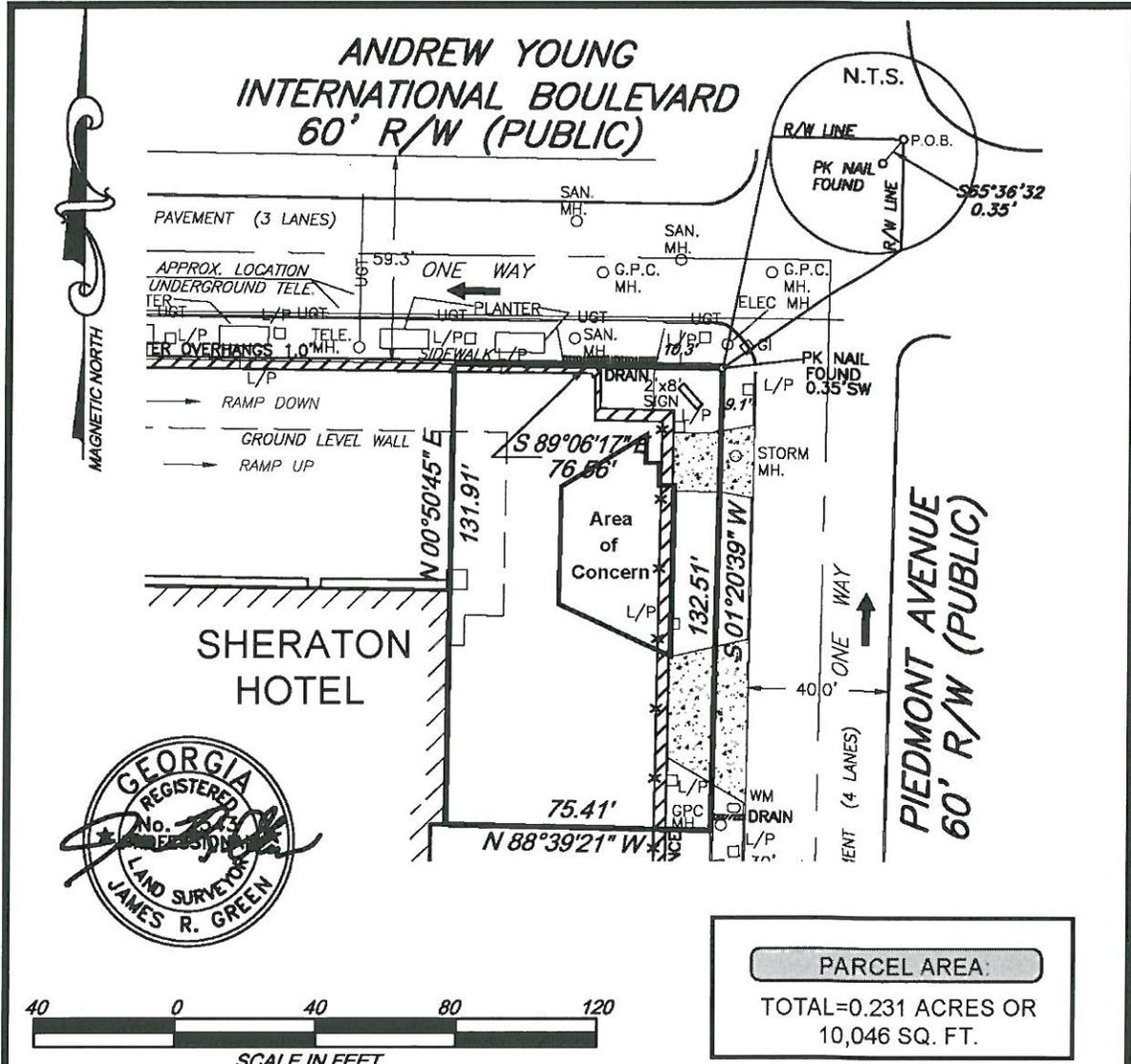
**STAMP
ADDED
TO CAPTURE
IMAGE**

Brownfield Parcel

All that tract or parcel of land lying and being in Land Lot 51 of the 14th District, Fulton County, Georgia, City of Atlanta and being more particularly described as follows:

BEGINNING at a point at the intersection of the Southerly right-of-way of Andrew Young International Boulevard and the Westerly right-of-way of Piedmont Avenue (60 foot right-of-way); thence along said Westerly right-of-way S 01°20'39" W a distance of 132.51' to a point; thence N 88°39'21" W a distance of 75.41' to a point; thence N 00°50'45" E a distance of 131.91' to a point on the Southerly right-of-way of Andrew Young International Boulevard (60 foot right-of-way); thence along said Southerly right-of-way of Andrew Young International Boulevard, S 89°06'17" E a distance of 76.56' to a point being the **TRUE POINT OF BEGINNING**.

Said tract of land containing 0.231 acres or 10,046 sq. ft.



THIS DRAWING IS NOT VALID UNLESS SURVEYOR'S SIGNATURE APPEARS IN BLACK INK.

THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USES OF THAT NAME APPEARING IN THE TITLE BLOCK AND IS CERTIFIED TO NO OTHER PARTY.



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 www.metro-engineering.com

EXHIBIT DRAWING FOR
 BROWNFIELD PARCEL
 SHERATON ATLANTA HOTEL
 165 Courtland Street

REVISIONS	
LAND LOTS: 51	
DISTRICT: 14TH	
COUNTY: FULTON	
STATE: GA	DWNT: JRG CHCK: JRG
DATE: 10/23/14	JOB No.: 13517
SCALE: 1"= 40'	DISK:
	FILE: 13517 EXHIBIT

Monitoring and Maintenance Plan
Sheraton Atlanta Hotel
Atlanta, Fulton County, Georgia

1.0 INTRODUCTION

The Sheraton Atlanta Hotel ("the Property") occupies approximately 5.05 acres surrounded by Courtland Street to the west, Ellis Street to the south, Piedmont Avenue to the east, and Andrew Young International Blvd. to the north. The Fulton County Parcel number for the Property is 14 0051-00050988 .

An 0.231-acre parcel ("the Parcel") in the northeast corner of the Property (see Figure 1) near the intersection of Piedmont Avenue and Andrew Young International Blvd. was the site of former Marriott Citgo and Marriott Amoco service stations. Corrective action was performed on the Parcel pursuant to the Georgia Brownfield Act and in accordance with an October 28, 2014 prospective purchaser Corrective Action Plan (CAP). The CAP was approved by Georgia Environmental Protection Division (EPD) on November 4, 2014. A legal description of the Parcel was included in the approved October 28, 2014 CAP .

An amendment to the CAP was submitted on November 10, 2014, and approved by Georgia EPD on November 12, 2014. As discussed in Section 2.0, the corrective action included excavation of soil with concentrations of petroleum-related constituents exceeding Types 1 through 4 risk reduction standards (RRS). The excavation extended to a depth of five feet, and soils with constituents exceeding Type 1 through 4 RRS at a depth greater than five feet were treated with an oxygen amendment and covered with a vapor barrier, a vapor venting system, clean fill, and a concrete cap consistent with the existing parking deck floor. The excavated area on the Parcel where the corrective action was performed is referred to as the "Area of Concern" (Figure 1).

Note that this Monitoring and Maintenance Plan is only applicable to the Parcel.

2.0 CORRECTIVE ACTION SUMMARY

Type 5 RRS allow the use of institutional and engineered control measures such as placement of a cap to control exposure to regulated substances (§ 391-3-19-.07(10)(a)). Soil was excavated to a depth of five feet in the Area of Concern, and the excavation floor was treated with an oxygen amendment (PermeOx Plus) and covered by a passive soil-vapor venting system beneath a polyethylene vapor barrier. The excavation was backfilled with clean fill material (#57 stone) and capped with the 6-inch reinforced concrete floor of the parking deck. The passive soil-vapor venting system, the vapor barrier, the clean fill material, and the concrete floor comprise the Type 5 engineered control measures for the Parcel.

The corrective action for the Parcel includes monitoring and maintenance of the parking deck floor and passive venting system as engineering controls for compliance with the Type 5 RRS. A sign shall be posted in the Parcel portion of the parking deck requiring parties to contact property management prior to undertaking excavation activity at the Parcel.

In addition, an institutional control in the form of a Environmental Covenant on the Parcel prohibits the use of groundwater (except with prior written approval by Georgia EPD) for any purpose other than groundwater sampling, analysis and monitoring, or for construction-related dewatering. Prohibited uses of groundwater include potable water use, irrigation, cooling, and fire suppression. Annual Inspections (see Section 3.0) will be performed to evaluate the integrity of the controls.

In the event of changes to the property that will impact the Area of Concern or groundwater, an amendment to the approved CAP will be submitted to the Georgia EPD for approval. Before the parking deck in the Area of Concern is removed or demolished, a CAP amendment will be submitted to EPD for approval and will contain measures that will be taken to control exposure to contaminated soil or to bring the soil into compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards as defined in Georgia Rules of Hazardous Site Response Section 391-3-19-.07.

Future utility work must be performed in accordance with this Monitoring and Maintenance Plan so that the vapor barrier and venting system in the Area of Concern is not damaged. A Permit System (see Section 4.0) has been developed to protect the backfill, vapor barrier and venting system in the event of shallow (less than 5 feet) excavations for utility repair or other purposes. A Contingency Plan (see Section 5.0) has been developed to address instances of unintended noncompliance with the approved CAP or Permit System and responses to unintended breaching, damage, or removal of engineered controls.

3.0 ANNUAL INSPECTIONS

The Area of Concern will be inspected annually by an inspector, either a qualified environmental professional or a person trained by a qualified environmental professional, to evaluate the integrity of the engineered controls ("Annual Inspections"). The Annual Inspections will include a visual reconnaissance of the Area of Concern and the venting system, as well as interviews with property management concerning site conditions, compliance with the groundwater use restrictions, and the status of repairs or recommendations (if any) since the last Annual Inspection. The Annual Inspections will not address issues beyond the scope of the approved CAP, such as building code compliance, zoning issues, structural integrity, fitness for occupancy, etc.

During the Annual Inspections, the integrity of the concrete floor in the Area of Concern will be visually examined. Identified conditions that could allow exposure to the underlying soil or infiltration of precipitation will be brought to the attention of property management and repairs will be recommended.

Except in the case of an emergency, no penetrations of the concrete floor shall occur in the Area of Concern without a permit (see Section 4.0). If identified during the Annual Inspections, unpermitted penetrations of the concrete floor in the Area of Concern will be pointed out to property management and recommendations for removal, replacement, or repair will be provided in accordance with the Contingency Plan (see Section 5.0).

The inspector who conducts the inspection will confirm with property management that groundwater at the Parcel is not being used for any purpose other than groundwater sampling, analysis and monitoring, or for construction-related dewatering, without prior written approval by EPD.

During each Annual Inspection, the attached Evaluation Form will be completed. A copy of the Evaluation Form signed by a person responsible for the Property, along with a brief narrative describing the inspection, will be provided to Georgia EPD within 30 days of the inspection. After the first year, the Evaluation Form from the previous year's inspection will be reviewed with property management during each Annual Inspection to evaluate the following, as applicable:

- How recommendations for repairs have been implemented;
- Any permits issued since the last inspection and their resolution;
- Any documented incidents (unpermitted) that occurred since the last inspection and their resolution.

4.0 PERMIT SYSTEM

From time to time, it might become necessary to penetrate the concrete floor of the parking deck in the Area of Concern in order to perform maintenance and utility work. A written permit for nonemergency work must be prepared by a qualified environmental professional and approved within 5 days by property management before the work commences. The written permit shall specify that the excavation will be performed in accordance with work procedures to, among other things, protect the polyethylene vapor barrier overlying the contaminated soil; prevent worker contact with the contaminated soil; and prevent contaminated soil from being brought to the surface.

A Health and Safety Plan (HASP) developed by a qualified environmental professional in accordance with OSHA standards shall be included in each permit, and the permitted work shall be performed in accordance with the HASP. A qualified environmental professional shall be present on-site to oversee the permitted work.

Ground-Penetration Procedures

Prior to commencing excavation, access to the area by hotel workers and guests will be controlled through proper barricades and associated signage.

The depth of the permitted excavation in the Area of Concern shall not exceed the depth to the vapor barrier (approximately five feet below ground surface), and care shall be taken not to disturb or damage the vapor venting system. The permit shall specify the procedures that will be used to avoid damage to the vapor barrier and venting system. The use of large excavating equipment, such as large-bucket excavators and backhoes, shall be avoided where possible and digging by hand is preferred. The permit shall specify the equipment that will be used.

The contractor performing the excavation shall have a sufficient amount of 6-mil or thicker high-density polyethylene sheeting on site during the excavation to expedite emergency repairs of the vapor barrier, if necessary.

Once excavation activities are complete, the excavation shall be filled with the material that was removed, or similar material that would prevent damage to the vapor barrier and venting system. Concrete as thick as the existing parking deck floor shall be applied over the fill material and seams filled as necessary.

If during permitted excavation activities the vapor barrier overlying the contaminated soil in the Area of Concern is damaged or breached, the Contingency Plan (see Section 5.0) is triggered. The excavation shall then proceed in accordance with the applicable requirements of the Contingency Plan, with repairs of the vapor barrier and venting system made within 72 hours, if reasonably possible.

Emergency utility repairs in the Area of Concern (above or below the vapor barrier) that cannot wait for permit approval (e.g., natural gas leaks, sewage backups, etc.) may be performed without a permit. This type of action triggers the Contingency Plan and the applicable requirements in Section 5.0 are to be followed.

5.0 CONTINGENCY PLAN

This Contingency Plan has been developed for the event that the engineered controls at the subject property are inadvertently or unintentionally damaged or breached without prior approval of a permit from property management. Examples of damage or breaches of the engineered controls that may activate the Contingency Plan include:

- The parking deck concrete floor in the Area of Concern is damaged.
- The concrete floor in the Area of Concern is breached without prior property management approval of a permit.
- The vapor barrier or venting system are damaged during excavation work.
- Emergency excavation work at the Area of Concern is performed without an approved permit.

Note that excavations for emergency utility repairs (e.g., gas leaks, sewage backups, etc.) in the Area of Concern (above or below the vapor barrier) do not require a permit but shall also follow the applicable procedures identified in Section 4.0 to the extent allowed by safety.

Contingency Procedures

If the parking deck concrete floor in the Area of Concern is damaged, or the concrete floor in the Area of Concern is breached without prior property management approval of a permit, a qualified environmental professional will evaluate whether the resulting conditions allow excessive infiltration of water through to the soil underlying the vapor barrier or allow exposure to soil below the vapor barrier. If either of these conditions exists, interim measures, such as placement of berms and/or plastic sheeting over the area, will be initiated to control infiltration and/or exposure until repairs are completed. An incident report documenting the damage or breach and subsequent repair shall be submitted by property management to EPD no later than 30 days following the incident. The qualified environmental professional shall be present on the Property to oversee the repairs.

If the condition of the Area of Concern cannot be repaired and returned to its original condition, management shall have a CAP amendment prepared demonstrating how the conditions will be remedied or how compliance with Type 1, 2, 3, 4, or 5 Risk Reduction Standards will be achieved. The CAP amendment shall be submitted by management to EPD no later than 30 days following the incident.

Should evidence of damage; an unpermitted excavation; or other ground penetrating activity in the Area of Concern be discovered during the Annual Inspections, the inspector shall notify property management and initiate an investigation of the potential damage to the vapor barrier and/or venting system. If evidence of damage; an unpermitted excavation; or other ground penetrating activity in the Area of Concern is identified at other times is pointed out to property management, they shall promptly have an inspection performed or contact the environmental professional to request an investigation of the potential damage to the vapor barrier and/or venting system. If it is determined the vapor barrier and/or venting system are damaged, then repairs shall be commenced, and, if reasonably possible, completed, within 72 hours. A qualified environmental professional shall be present on the property to oversee these repairs. An incident report documenting the damage or breach and subsequent repair shall be submitted by management to EPD no later than 30 days following the incident.

If during permitted excavation activities the vapor barrier and/or venting system are damaged, then repairs shall be commenced, and, if reasonably possible, completed, within 72 hours. The repair will take priority over the other activities and, to the extent allowed by safety, other work at the excavation site shall cease until the repair is completed. An incident report documenting the damage or breach and subsequent repair shall be submitted by management to EPD no later than 30 days following the incident. A qualified environmental professional shall be present on the property to oversee these repairs.

During any activities, if any soil from below the vapor barrier is brought to the surface, it shall be placed on plastic sheeting and properly disposed of at an appropriate off-site facility. No soil from below the vapor barrier shall be returned to the excavation. Clean fill material, protective of the vapor barrier and venting system, shall be used as backfill and the passive vent system and vapor barrier liner replaced and/or repaired to return the system to its original configuration, as shown in Figure 2.

Workers performing the repair should minimize their exposure to the impacted soil underlying the vapor barrier in accordance with the health-and-safety procedures specified in the HASP developed by a qualified environmental professional in accordance with OSHA standards. A qualified environmental professional shall be present on-site to oversee the permitted work. Hotel workers and guests will be restricted from these areas with the use of appropriate barricades and signage.

5.0 REPORTING AND RECORDKEEPING REQUIREMENTS

Annually, but no later than December 31 of each year, completed copies of the attached evaluation form and reports documenting necessary repairs shall be submitted by property management to EPD. These documents and the abovementioned permits and incident reports shall be kept on the premises of the Property for a minimum of three years. A copy of this Monitoring and Maintenance Plan shall be kept on the premises of the Property at all times.

All documents related to this Monitoring and Maintenance Plan and required to be kept on premises of the Property shall be made available to EPD upon request.

**Annual Inspection Form
Sheraton Atlanta Hotel**

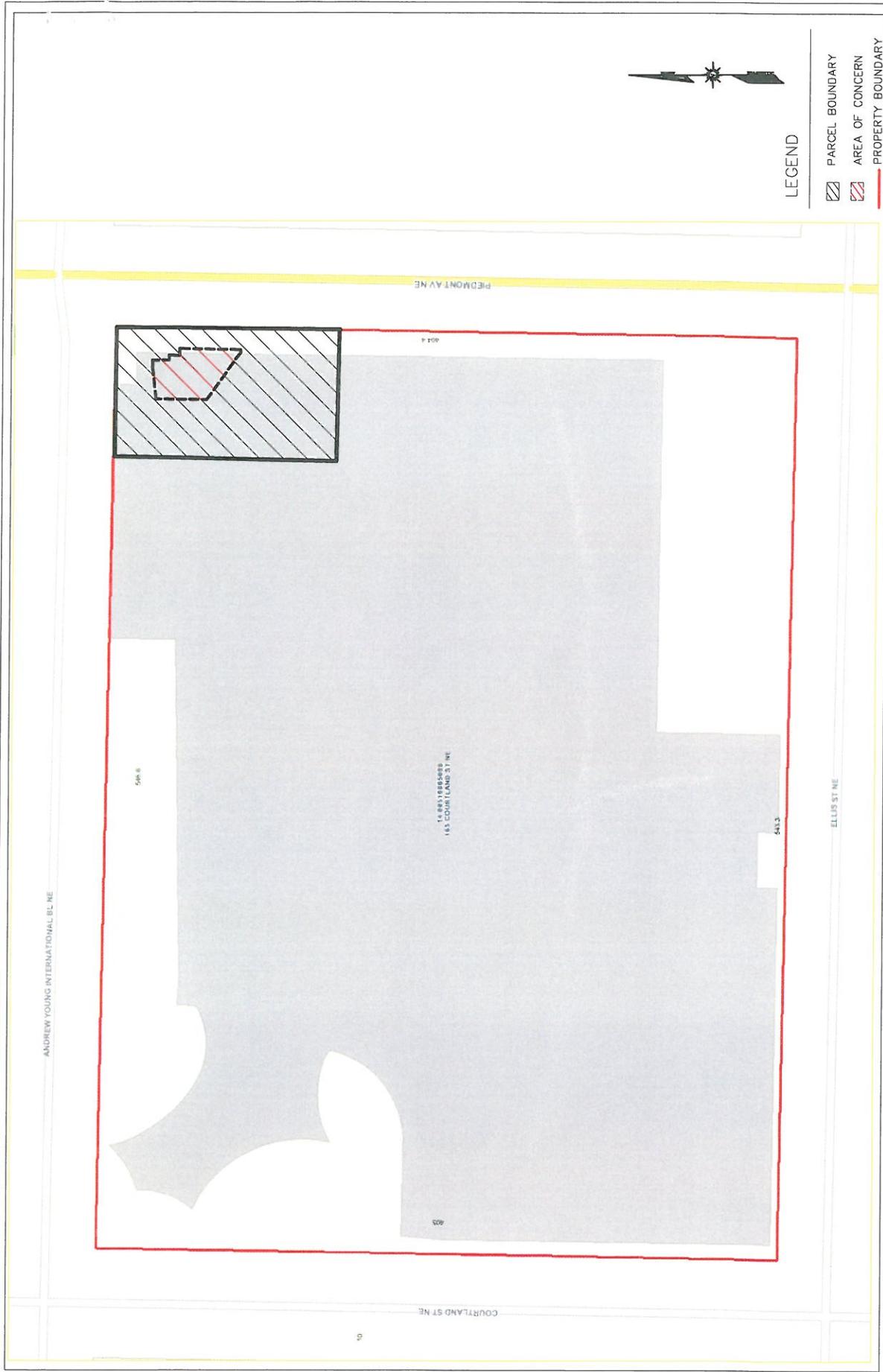
		YES	NO	NA
PARKING DECK	<ul style="list-style-type: none"> A sign is to be posted in the Parcel area notifying that permission from property management is required before digging or excavation. Is the sign missing or unreadable? Are there obvious and observable conditions (i.e. cracks in the concrete floor, cracks in foundations, etc.) in the Area of Concern that would allow direct exposure to underlying soil or that would allow infiltration of precipitation? If the parking deck above the Area of Concern was removed or demolished, are there any obvious and observable cracks, openings, or other potential conduits in the remaining foundations or concrete floor in the Area of Concern that would allow infiltration of precipitation or exposure to the underlying soil? <p>If YES for any of these, then report them to the property management, whom shall take action to have repair made.</p>			
GROUND PENETRATIONS	<ul style="list-style-type: none"> Since the last inspection and after review of any documents of permitted ground penetrating activities performed in the Area of Concern, are there any unresolved issues or repairs that need to be made or completed? Since the last inspection and after review of any incident documents of unpermitted ground penetrating activities performed in the Area of Concern, are there any unresolved issues or repairs that need to be made or completed? After inspection of the Parcel and the Area of Concern, is there evidence of breaches or ground penetrating activities for which property management may be unaware? <p>If YES for any of these, report them to the property management. And as may be applicable, make recommendations for any necessary repairs; replacement of concrete flooring; and/or underlying materials. These are to be done in accordance with the Contingency Plan in this Monitoring and Maintenance Plan.</p>			
GROUNDWATER	<ul style="list-style-type: none"> Is there evidence that groundwater from the Parcel has been or is being used for any purpose other than groundwater sampling, analysis and monitoring, or for construction-related dewatering, without record of prior written approval by EPD? <p>If YES, immediately report this to the property management, whom shall take action to immediately cease and desist unauthorized water use, and initiate proper closure/abandonment of the unauthorized well.</p>			

REPORT AND RECORDKEEPING	<ul style="list-style-type: none"> • Are the required documents and records being kept on Hotel premises in accordance with the requirements of this Monitoring and Maintenance Plan? • Were you granted access to these required documents, records, previous inspection reports, and this Monitoring and Maintenance Plan in order to complete your review and inspection? • Does it appear that property management is submitting annual reports to EPD in accordance with this Monitoring and Maintenance Plan? • If records or documents indicated the procedures of the Contingency Plan were activated since the last inspection, does it appear the property management reported the incident(s) to EPD? <p>If NO for any of these, report them to the property management. And as may be appropriate, advise and make recommendations of what is needed to facilitate your inspection or comply with this Monitoring and Maintenance Plan.</p>			
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Inspected By: _____ Title: _____

Signature: _____ Date: _____

Contact information: _____



LEGEND

-  PARCEL BOUNDARY
-  AREA OF CONCERN
-  PROPERTY BOUNDARY



Scale: 1" = 80'

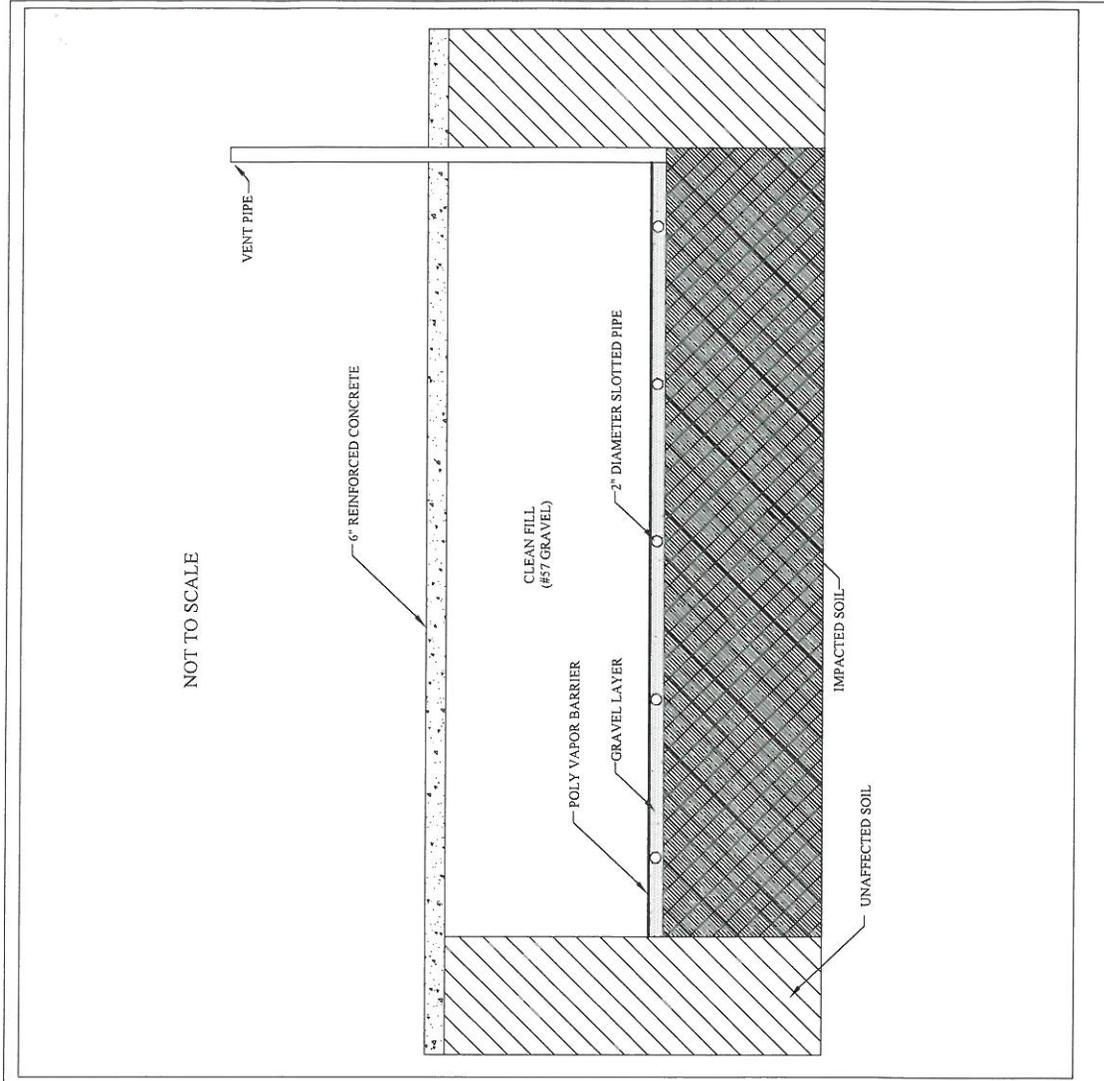
REV	DATE	DESCRIPTION	DESIGNED BY	CHECKED BY	DATE
1	01/25/14		MHI	SM	



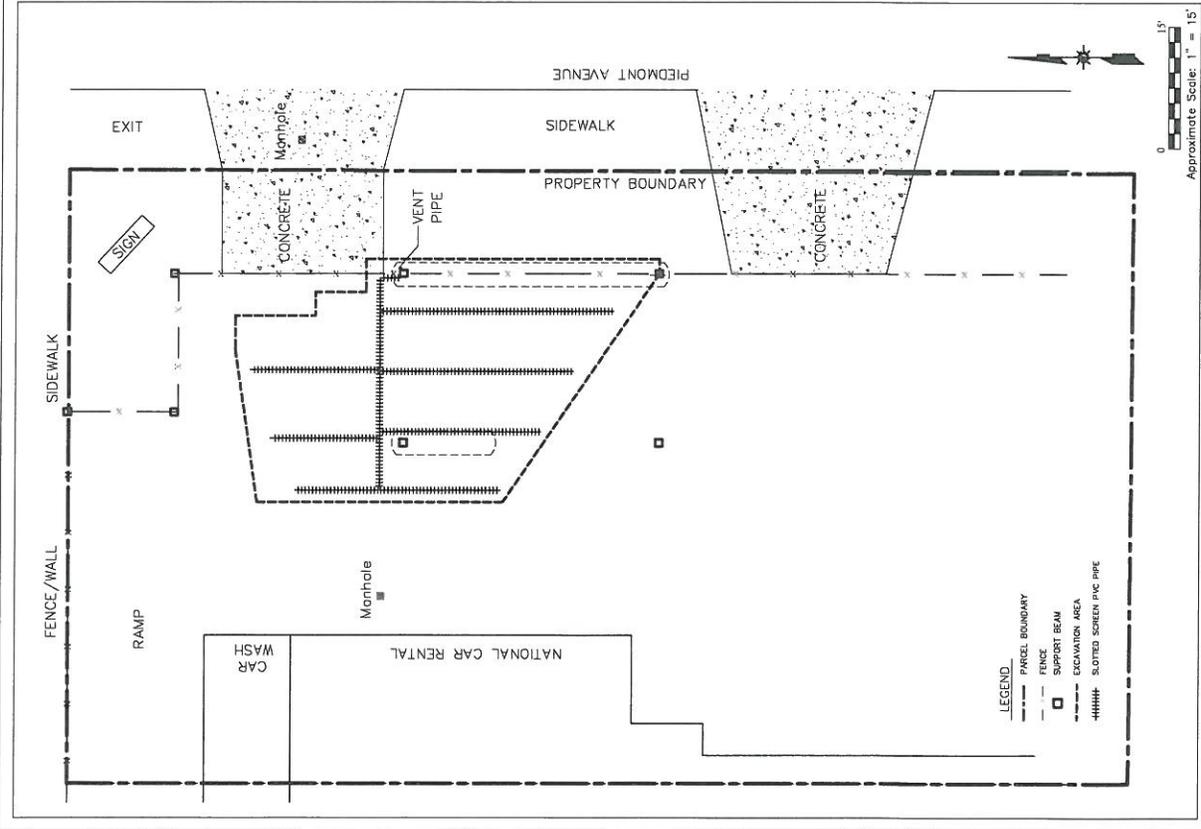
SHERATON ATLANTA HOTEL
 165 Courtland Street NE
 Atlanta, Fulton County, Georgia

SITE LAYOUT MAP

FIGURE NO. **1**
 SHERATON
 3514



NOT TO SCALE



- LEGEND
- PARCEL BOUNDARY
 - - - FENCE
 - SUPPORT BEAM
 - - - - - EXCAVATION AREA
 - ||||| SLOTTED SCREEN PVC PIPE

FRAME NO. **2**

SHEET NO. **3/14**

SHERATON ATLANTA HOTEL
165 Courtland Street NE
Atlanta, Fulton County, Georgia

PASSIVE VAPOR VENTING SYSTEM

NO.	DATE	DESCRIPTION	BY
1	11/26/21	ISSUE FOR PERMIT	AM
2			
3			
4			
5			
6			
7			
8			
9			
10			

MANAGEMENT CERTIFICATION

[Date]

Land Protection Branch – Brownfield Program
2 Martin Luther King Jr. Drive, Suite 1054-East
Atlanta, GA 30334

Subject: Annual Inspection at Sheraton Atlanta Hotel
165 Courtland Street NE
Atlanta, Fulton County, Georgia 30303

Dear Sir or Madam:

Corrective action was performed on a 0.231-acre parcel in the northeast corner of the Sheraton Atlanta Hotel Property (“the Parcel”) pursuant to the Georgia Brownfield Act and in accordance with an October 28, 2014 prospective purchaser Corrective Action Plan (CAP). The CAP was approved by Georgia Environmental Protection Division (EPD) on November 4, 2014. An amendment to the CAP was submitted on November 10, 2014, and approved by Georgia EPD on November 12, 2014.

The corrective action included Type 5 engineered and institutional controls, including annual inspections of the Parcel, and submittal of the attached evaluation form to Georgia EPD.

I certify that I have personally examined and am familiar with the information in the attached evaluation form and that based on my inquiry of those persons immediately responsible for completion of this evaluation, I believe the information is true, accurate, and complete.

Name and Official Title

Signature

Date