

*Rebecca Keaton*

REBECCA KEATON  
CLERK OF SUPERIOR COURT Cobb Cty. GA.

*ENW*

After Recording Return to:  
John B. Sasine, Esq.  
Bryan Cave LLP  
1201 West Peachtree Street, NW  
Atlanta, Georgia 30309

### 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 hereinbelow. The effective date of this Environmental Covenant shall be the date upon which a fully executed original of this Environmental Covenant has been recorded in the deed records maintained by the Clerk of the Superior Court of Cobb County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

*17*  
*42*

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| <b>Fee Owner of Property/Grantor:</b>                    | Alterman Real Estate, Ltd. ("Alterman")<br>c/o Mindy Ward<br>East Cobb Crossing LLC<br>3162 Johnson Ferry Road, #260-35<br>Marietta, Georgia 30062  |
| <b>Grantee/Holder:</b>                                   | East Cobb Crossing, LLC ("ECC")<br>c/o Mindy Ward<br>3162 Johnson Ferry Road, #260-35<br>Marietta, Georgia 30062  |
| <b>Grantee/Entity with<br/>express power to enforce:</b> | State of Georgia<br>Department of Natural Resources<br>Environmental Protection Division ("EPD")<br>2 Martin Luther King Jr. Drive, SE<br>Suite 1152 East Tower<br>Atlanta, Georgia 30334 |
| <b>Parties with interest in the Property:</b>            | Cobb County<br>Cobb EMC<br>Atlanta Gas Light<br>AT&T  |

**Property:**

The property subject to this Environmental Covenant (hereinafter "Property") consists of two (2) tracts or parcels of land, consisting of approximately .466 acres and located in Land Lots 29 and 30 of the 16th District, 2<sup>nd</sup> Section of Cobb County, Georgia. Both tracts were separately conveyed from East Cobb Crossing, LLC to Alterman Real Estate, Ltd. A complete legal description of the Property and Permitted Exceptions is attached hereto as Exhibit A and a map of the area is attached hereto as Exhibit B.

**Tax Parcel Number:**

16-0899-000-10 (Tract 2 and Tract 3) of Cobb County, Georgia.

**Name and Location of Administrative Records:**

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- Corrective Action Plan ("CAP") dated April 21, 2005
- Fourth Revised CAP dated June, 2013
- 2013 Annual Groundwater Monitoring Report dated October 15, 2013
- Monitoring and Maintenance Plan dated November 6, 2013

These documents are available at the following locations:

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

**Description of Contamination and Corrective Action:**

**This Property 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 against the Property and in favor of the ECC as Grantee/Holder and EPD as Grantee/Entity with express power to enforce the covenants set forth herein, and burdens and runs with the Property and is binding on the Grantor, the Grantees, and their respective successors and assigns. This Environmental Covenant is required because of the presence of volatile organic compounds ("VOCs") on the Property, including tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene and vinyl chloride. These VOCs 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 engineering controls (asphaltic cap); and institutional controls (limitation on use of the Property) to protect human health and the environment. Accordingly, this Environmental Covenant imposes such limitations upon the use of the Property.

Grantor hereby declares that the uses to which the Property may be put shall be restricted as expressly set forth below under "Activity and/or Use Limitations," and such covenant shall run with the land and be binding upon Grantor, its successors and assigns in title to the land; further, Grantor hereby grants to ECC and EPD the express right and power to enforce said Activity and/or Use Limitations, together with such other rights as are expressly set forth herein in favor of such parties. 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 Activity and/or Use Limitations contained herein by any person or entity shall not bar subsequent enforcement by such person or entity and shall not be deemed a waiver of the person's or entity'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 declaration: (i) shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (ii) is perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant and pursuant to O.C.G.A. § 44-16-9; and (iii) shall be binding on all parties and all persons claiming under or through Grantor, 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 or any interest therein occur before such time as this Environmental Covenant has been amended or revoked, then this Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

This Environmental Covenant shall inure to the benefit of ECC, EPD, and their respective successors and assigns and shall be enforceable by the Director of EPD ("Director") or his agents or assigns, as well as ECC or its successors and assigns, Alterman Real Estate, Ltd. 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.** The Owner of the Property must give thirty (30) days' advance written notice to EPD 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) days' advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any major site work that would affect the Property. The EPD must be

notified within ten (10) business days following any other subsurface work. The notification shall include a certification that the requirements of this Environmental Covenant were adhered to.

3. 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 Limitations set forth in this Environmental Covenant and shall cross-reference the Deed Book and Page number of the recording location of this Environmental Covenant.

4. Periodic Reporting. Annually, by no later than October 15 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Monitoring & Maintenance Plan including but not limited to documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses (as defined in Georgia Rules of Hazardous Site Response ("Rules") Section 391-3-19-.02 and defined in and allowed under Cobb County's zoning regulations as of the date of this Environmental Covenant) on the ground floor, with residential use permitted on upper floors. Any residential use on the ground floor of the Property shall be prohibited unless the Property is remediated to Type 1 or 2 (as applicable at the time) Risk Reduction Standards or otherwise approved by EPD. Any activity on the Property that impacts the regulated substances that will be capped as specified in the Revised Corrective Action Plan ("Revised CAP") shall be performed in a manner that minimizes the release or exposure to such regulated substances. Any intrusive activities must be performed in accordance with the Monitoring and Maintenance Plan as it may be amended from time to time. A vapor mitigation system or barrier will be installed in any enclosed structures built on the Property.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other use shall be prohibited until HSRA regulated substances are treated to below the applicable RRS for groundwater. Any extracted groundwater from construction or utility work dewatering activities should be managed and disposed of in accordance with applicable rules and regulations. Should any dewatering of groundwater construction or utility work purposes be necessary, a sanitary sewer system discharge permit should be acquired from Cobb County. The extracted water should be pretreated to Cobb County requirements prior to discharge into the sanitary sewer system. Extracted groundwater should not be discharged into the storm water system or surface waters. All management of impacted groundwater should be done in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Prior to conducting construction or subsurface utility work that may result in exposure to groundwater, a worker must have appropriate HAZWOPER training per OSHA's Hazardous Waste Operations and Emergency Response Standard 29 CFR 1910.120, and perform the work in accordance with a Health and Safety Plan prepared by a qualified safety professional. All management of impacted soil or groundwater performed in the execution of work should be done in accordance with this section.

7. Groundwater Monitoring. The Owner shall sample and analyze the following wells annually: MW-4, MW-7, MW-13, MW-17.D, MW-22 and MW-25 for five (5) years or a lesser period if approved by EPD unless the Director determines that further monitoring is necessary to protect human health and the environment. Test results shall be submitted to EPD on October 15 of each year.

8. Permanent Markers. Permanent markers containing the language on Exhibit C shall be installed and maintained on each side of the Property to 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. Right of Access. In addition to any rights already possessed by EPD and/or ECC, the Owner shall allow authorized representatives of EPD and ECC the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.

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 Clerk of the Cobb County Superior Court, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days after recording (subject to Owner's receipt of such copy from the Clerk within such time period). Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) ECC, (2) each person holding a recorded interest in the Property subject to this covenant, (3) each person in possession of the real property subject to this 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 this Environmental Covenant.

11. Termination or Modification. 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, whereupon this 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.* This Environmental Covenant may also be modified upon approval of the Director.

12. 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.

13. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest in favor of EPD in the Property that is subject to the Environmental Covenant, it being acknowledged and agreed that EPD's interest is limited to that of a third party with right of enforcement. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest in favor of 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 except as set forth on Exhibit A, attached hereto and incorporated herein by reference;

- c) That to Grantor's knowledge, 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 to Grantor's knowledge, 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 numbered Activity and/or Use Limitation (10) above with a true and complete 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 this 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, Georgia 30334

East Cobb Crossing, LLC  
c/o Mindy Ward  
3162 Johnson Ferry Road  
Marietta, Georgia 30062

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 13 day of November, 2013.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]

**GRANTOR:**

**ALTERMAN REAL ESTATE, LTD.**

Signed, sealed and delivered  
in the presence of:

By: *Mindy Edward*  
Name: Mindy Edward  
Title: Business mgr

*Traci Zorn*  
Notary Public

WITNESS:  
By: *Maria Kanas*  
Name: Maria Kanas

My Commission Expires: 1-29-17

Dated: 11/13/2013



**GRANTEE/HOLDER:**

**EAST COBB CROSSING, LLC**

Signed, seal and delivered  
in the presence of:

By: *Mindy Edward*  
Name: Mindy Edward  
Title: Business mgr

*Traci Zorn*  
Notary Public

WITNESS:  
By: *Maria Kanas*  
Name: Maria Kanas

My Commission Expires: 1-29-17

Dated: 11/13/2013



**GRANTEE/ENTITY WITH EXPRESS POWER  
TO ENFORCE:**

**STATE OF GEORGIA,  
DEPARTMENT OF NATURAL RESOURCES,  
ENVIRONMENTAL PROTECTION DIVISION**

By:   
Name: Judson H. Turner  
Title: Director  
Dated: 12/19/13

Exhibit A

Legal Description of Property

**LEGAL DESCRIPTION**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 829 AND 830 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING COMMENCE AT THE SOUTHEASTERLY END OF THE MITERED INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF JOHNSON FERRY ROAD (VARIABLE RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 120) (VARIABLE RIGHT-OF-WAY) AND PROCEED THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 120) (VARIABLE RIGHT-OF-WAY) THE FOLLOW COURSES AND DISTANCES:

- (1) NORTH 48°07'04" EAST, 63.30 FEET;
- (2) 888.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3026.40 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 56°31'10" EAST, 885.17 FEET;
- (3) NORTH 63°59'11" EAST FOR A DISTANCE OF 470.58 FEET TO A POINT;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 120) (VARIABLE RIGHT-OF-WAY) AND PROCEEDING THENCE NORTH 49°50'58" WEST FOR A DISTANCE OF 174.46 FEET TO A POINT; THENCE NORTH 41°04'30" WEST FOR A DISTANCE OF 282.49 FEET TO AN IRON PIN PLACED (1/2" RE-BAR) AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED PROCEED THENCE SOUTH 45°20'07" WEST FOR A DISTANCE OF 52.04 FEET TO AN IRON PIN PLACED (1/2" RE-BAR); THENCE NORTH 44°40'08" WEST FOR A DISTANCE OF 157.41 FEET TO AN IRON PIN PLACED (1/2" RE-BAR); THENCE NORTH 42°51'30" EAST FOR A DISTANCE OF 62.15 FEET TO AN IRON PIN PLACED (1/2" RE-BAR); THENCE SOUTH 41°04'30" EAST FOR A DISTANCE OF 160.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.20781 OF AN ACRE OR 9,052 SQUARE FEET, AND BEING MORE PARTICULARLY SHOWN ON THAT CERTAIN BOUNDARY SURVEY FOR EAST COBB CROSSING, LLC, ALTERMAN REAL ESTATE, LTD., AND TOUCHMARK NATIONAL BANK PREPARED BY WATTS & BROWNING ENGINEERS, INC., BY V.T. HAMMOND, G.R.L.S. NO. 2554 DATED OCTOBER 28, 2010.

**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 829 & 830, 16<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia, containing 0.258 acre, as more fully shown on that certain Boundary Survey for East Cobb Crossing, LLC, Altman Real Estate, LTD, and Touchmark National Bank, prepared by Gunnin Land Surveying, LLC, containing the seal of Jesse R. Gunnin, Georgia Registered Land Surveyor No. 3079, dated May 16, 2012, and being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING, COMMENCE** at a point at the eastern end of the mitered intersection of the easterly right of way of Johnson Ferry Road (variable right of way) with the northwesterly right of way of Roswell Road (variable right of way); thence along said right of way of Roswell Road the following courses and distances: thence N 48°07'04" E for a distance of 63.30 feet to a point; thence along a curve turning to the right for an arc distance of 888.35 feet, said curve having a radius of 3,026.40 feet and being subtended by a chord bearing of N 56°31'10" E and chord length of 885.17 feet to a point; thence N 63°59'11" E for a distance of 470.58 feet to a point; thence leaving said right of way of Roswell Road N 49°50'58" W for a distance of 174.46 feet to a point; thence N 41°04'30" W for a distance of 282.49 feet to a point; thence S 45°20'07" W for a distance of 52.04 feet to a point and a 1/2" rebar found at the **TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, thence S 66°37'37" W for a distance of 54.08 feet to a point and a nail set; thence S 75°12'04" W for a distance of 37.80 feet to a point and a nail set; thence N 14°47'56" W for a distance of 70.09 feet to a point and a nail set; thence N 65°07'13" W for a distance of 11.61 feet to a point and a nail set; thence S 75°12'04" W for a distance of 27.64 feet to a point and a nail set; thence N 14°47'56" W for a distance of 2.70 feet to a point and a nail set; thence S 75°12'04" W for a distance of 24.91 feet to a point and a nail set; thence N 14°47'56" W for a distance of 51.18 feet to a point and a nail set; thence N 65°09'12" E for a distance of 75.53 feet to a point and a 1/2" rebar found; thence S 44°40'08" E for a distance of 157.41 feet to the **TRUE POINT OF BEGINNING**.

PERMITTED TITLE EXCEPTIONS

1. Deed to Secure Debt and Security Agreement from East Cobb Crossing, LLC and Alterman Real Estate, Ltd. to Touchmark National Bank, dated September 29, 2009 recorded at Deed Book 14727, page 3616, Records of the Clerk of the Superior Court of Cobb County, as affected by that certain Quitclaim Deed of Partial Release dated December 9, 2010, recorded at Deed Book 14829, page 3970, aforesaid records, as modified by that certain Modification of Deed to Secure Debt and Security Agreement dated December 9, 2010, recorded at Deed Book 14829, page 3974, aforesaid records, as further affected by Modification of Deed to Secure Debt and Security Agreement dated April 5, 2013, recorded at Deed Book 15052, page 2952, aforesaid records.
2. Claim of Lien filed by TRS Group, Inc. dated November 21, 2011, recorded at Lien Book 65, page 1492, records of the Clerk of the Superior Court of Cobb County, Georgia, as affected by Notice of Filing Lawsuit to Perfect Lien on Real Property dated March 29, 2012, recorded at Deed Book 14932, page 3176, records of the Clerk of the Superior Court of Cobb County, Georgia.
3. Easement granted to Georgia Power Company by that certain judgment of court dated December 26, 1968, recorded at Deed Book 1060, page 697, records of the Clerk of Superior Court of Cobb County, Georgia.
4. Declaration of Reciprocal Easements and Restrictive Covenants by W. B. Wiggins, Sr., and W. B. Wiggins, Jr., dated February 1, 1978, recorded at Deed Book 1900, page 103, aforesaid records.
5. Easement Agreement from W. B. Wiggins, Sr., and W. B. Wiggins, Jr., to Gulf Oil Company-U.S., dated October 3, 1978, recorded at Deed Book 1935, page 576, aforesaid records.
6. Memorandum of Lease by and between W. B. Wiggins, Sr., and W. B. Wiggins, Jr., and Kmart Corporation, dated March 17, 1978, recorded at Deed Book 1943, page 653, aforesaid records.
7. Easement from W. B. Wiggins, Sr., and W. B. Wiggins, Jr., to Cobb County Rural Electric Membership Corporation, dated February 13, 1978, recorded at Deed Book 1956, page 662, aforesaid records.
8. Short Form Lease by and between W. B. Wiggins, Sr., and W. B. Wiggins, Jr., and Rickerd Drugs of Georgia, Inc., dated January 2, 1979, recorded at Deed Book 1960, page 389, aforesaid records.
9. Surface Water Drainage Easement from Patricia Abbott Garrett to Chattahoochee Investment Co., N.V., dated July 8, 1980, recorded at Deed Book 2207, page 134, aforesaid records.
10. Access Easement from Chattahoochee Investment Co., N.V., to W. B. Wiggins,

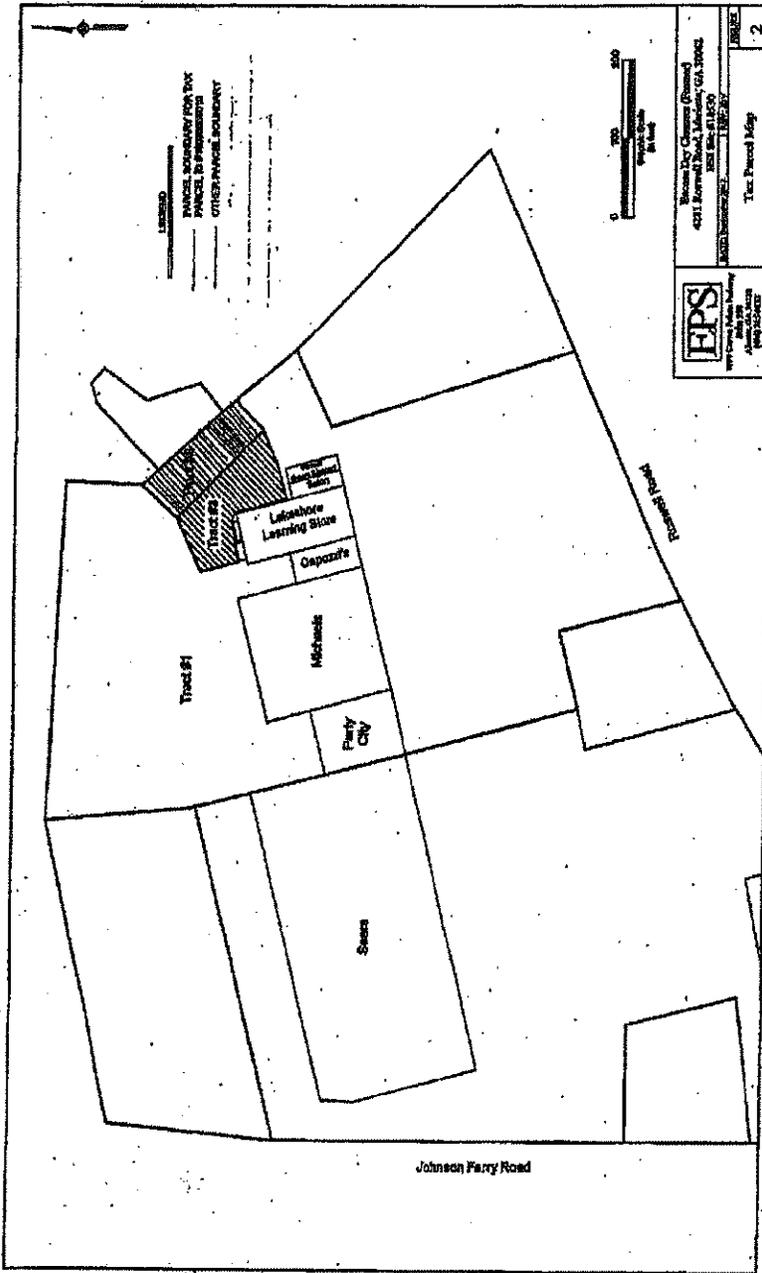
- Sr., and W. B. Wiggins, Jr., dated March 17, 1981, recorded at Deed Book 2330, page 317, aforesaid records.
11. Sewer Connection Agreement from Chattahoochee Investment Co., N.V., to W. B. Wiggins, Sr., and W. B. Wiggins, Jr., dated March 17, 1981, recorded at Deed Book 2330, page 321, aforesaid records.
  12. Pole Line Easement from Chattahoochee Investment Co., N.V.A., to Oglethorpe Power Corporation, dated June 19, 1986, recorded at Deed Book 4041, page 51, aforesaid records.
  13. Easement from Alterman Real Estate, Ltd., to Cobb Electric Membership Corporation, dated March 20, 1989, recorded at Deed Book 5309, page 407, aforesaid records.
  14. Easement for Gas Regulator Station from Alterman Real Estate, Ltd., to Atlanta Gas Light Company, dated June 15, 1989, recorded at Deed Book 5373, page 52, aforesaid records.
  15. Right of Way Easement from Alterman Real Estate, Ltd., to Southern Bell Telephone and Telegraph Company dated July 18, 1989, recorded at Deed Book 5483, page 404, aforesaid records.
  16. Grant of Easement from Alterman Real Estate, Ltd., to Cobb County, dated August 9, 1989, recorded at Deed Book 5588, page 82, aforesaid records.
  17. Easement from Alterman Real Estate, Ltd., to Cobb County, dated April 4, 1990, recorded at Deed Book 5724, page 225, aforesaid records.
  18. Restrictive Covenants dated June 4, 1976, recorded at Deed Book 1696, page 419, aforesaid records, as amended by Amendment to Restrictive Covenants dated October 28, 1977, recorded at Deed Book 1848, page 216, aforesaid records, as affected by Warranty Deed from W.B. Wiggins, Sr., and W.B. Wiggins, Jr., to TFI Properties, dated August 22, 1978, recorded at Deed Book 1920, page 528, aforesaid records, and by Quitclaim Deed by and between the same parties dated September 30, 1983, recorded at Deed Book 2911, page 539, aforesaid records.
  19. Pole Line Easement from D'Lites Real Estate Partners, Ltd. - I, to Oglethorpe Power Corporation, dated April 3, 1986, recorded at Deed Book 3902, page 103, aforesaid records.
  20. Easements contained in that certain Department of Transportation Right of Way Deed from D'Lites Real Estate Partners, Ltd. - I, to Department of Transportation dated October 2, 1986, recorded at Deed Book 4148, page 352, aforesaid records.
  21. Right of Way Easement from B.A. Stoner, Dale S. Stoner, Stading G. Bowen, and Stephen L. Lodwick to Southern Bell Telephone and Telegraph Company, dated

March 19, 1990, recorded at Deed Book 5690, page 288, aforesaid records.

22. Declaration of Easements executed by Merchants/MSB, LLC and East Cobb Crossing, LLC, dated November 15, 2007, recorded at Deed Book 14566, page 6219, aforesaid records, as affected by that certain Amended and Restated Declaration of Easement dated January 4, 2010 by Merchant's/MSB, LLC and East Cobb Crossing, LLC, recorded at Deed Book 14748, page 1591, aforesaid records.
23. Declaration of Easement by and among Merchants/MSB, LLC, East Cobb Crossing, LLC and BP Products North America, Inc., filed December 27, 2007, recorded at Deed Book 14567, page 2248, aforesaid records.
24. Memorandum of Lease dated June 27, 2008 by and between East Cobb Crossing, LLC and RTM Georgia, LLC, recorded at Deed Book 14630, page 5972, aforesaid records, as affected by Subordination, Non-Disturbance and Attornment Agreement, dated August 1, 2008 by and between RTM Georgia, LLC, East Cobb Crossing, LLC and Flag Star Bank, FSD, recorded at Deed Book 14630, page 5978.
25. Memorandum of Agreement dated June 1, 1998 by and between Alterman Real Estate Ltd., W.B. Wiggins, Jr. and Cousins Properties Incorporated, recorded at Deed Book 11268, Page 230, aforesaid records, as modified by that certain First Amendment to Memorandum of Agreement dated February 1, 1999, recorded at Deed Book 12415, Page 27, aforesaid records.
26. Easement Agreement With Covenants and Restrictions dated May 1, 1998 by and between Alterman Real Estate Ltd. and Cousins Properties Incorporated, recorded at Deed Book 11268, Page 239, aforesaid records, as modified by that certain First Amendment to Easement Agreement With Covenants and Restrictions dated February 1, 1999, recorded at Deed Book 12415, Page 22, aforesaid records.
27. Option Agreement dated June 1, 1998 by and between Alterman Real Estate Ltd., W.B. Wiggins, Jr. and Cousins Properties Incorporated, recorded at Deed Book 11268, Page 250, aforesaid records, as modified by that certain First Amendment to Option Agreement dated February 1, 1999, recorded at Deed Book 12415, Page 19, aforesaid records.

Exhibit B

Map Showing Location of Property



**EXHIBIT C**  
**RESTRICTED AREA**

**SUBJECT TO ENVIRONMENTAL COVENANT**

**CALL THE PROPERTY OWNER**

**OR**

**THE GEORGIA ENVIRONMENTAL  
PROTECTION DIVISION PRIOR TO DIGGING  
OR COMMENCING ANY LAND DISTURBING  
ACTIVITY.**