

After Recording Return to:

NGFE, LLC.
c/o Katy E. Crane
P.O. Box 10557
1591 Murphy Avenue, SW
Atlanta, Georgia 30310

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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of Georgia Environmental Protection Division and B & C Leasing, Inc. as set forth herein.

Fee Owner of Property/Grantor:	NGFE, LLC. 1591 Murphy Avenue, SW Atlanta, Georgia 30310
Grantee/Holder:	B & C Leasing, Inc. PO Box 10557 Atlanta, GA 30310
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

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 15.1 acres of real property located at 1591 Murphy Avenue, SW in Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on February 4, 2014 from 1591 Murphy Avenue, LLC to NGFE, LLC, recorded in Deed Book 53586, Page 372 of the Fulton County Records. The Property is located in Land Lot 121 of the 14th District of Fulton County, Georgia.

The tax parcel of the Property is 14-0121-0004-035-7 of Fulton County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

The Restricted Use Zone ("RUZ") at the Property that will be subject to the activity and use limitations described herein is approximately 0.9 acres lying entirely within the Property. The four corners of the RUZ bear the following approximate coordinates: (1) 33.70921, -84.42632; (2) 33.70856, -84.42635; (3)

33.70933, -84.42698; (4) 33.70996, -84.42683. The RUZ edge from Point 1 to Point 2 is approximately 236.9 feet; from Point 2 to Point 3 is approximately 337.1 feet; from Point 3 to Point 4 is approximately 237.1 feet; and from Point 4 to Point 1 is approximately 314.5 feet. A survey performed by a licensed surveyor showing the Property and the RUZ (in blackout) is attached as Exhibit B1.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon NGFE, LLC and B & C Leasing, Inc., and all successors, assigns and transferees of any interest in or any portion of the RUZ.

Administrative Records

This Environmental Covenant is being placed in relation to fill material extending onto the Property in the RUZ and a release of "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) that has been documented on the adjoining parcel, known as the Davidson-Kennedy Company Site (formerly HSI# 10866). The Environmental Covenant is designed in an abundance of caution to protect human health and the environment. Records pertaining to the Davidson-Kennedy Company Site are available at the following EPD location(s):

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

Activity and/or Use Limitation(s), and Other Terms and Requirements

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. Monitoring and Maintenance. This Covenant shall not affect Owner's obligation to comply with any applicable State or federal laws or regulations concerning stream buffers or bank maintenance; however, compliance with such laws or regulations is not an enforceable condition of this Covenant.
3. Activity and Use Limitation(s). Residential use of the RUZ as defined in Section 391-3-19-.02 of the Rules shall be prohibited. Any work within the RUZ where surface or sub-surface soils are to be disturbed, including excavation, construction, utility installation or maintenance, shall be performed by informed and properly trained personnel using appropriate personal protection equipment in accordance with rules established by the federal Occupational Safety and Health Administration. Any soil generated from the RUZ for off-site disposal shall be properly characterized and managed in accordance with applicable local, state and federal rules and regulations governing the disposal of such material. The Owner must provide notice to EPD prior to conducting any land disturbing activity in the RUZ. In that event, EPD may require that the Owner characterize the RUZ to document compliance with risk reduction standards applicable to the intended use.
4. Rights of Access and Enforcement. Authorized representatives of EPD and B & C Leasing, Inc. shall have the right to enter the Property at reasonable times for the purpose of evaluating compliance with the activity and use limitations in this Environmental Covenant. This Environmental Covenant shall be enforceable by EPD, B & C Leasing, Inc., and other parties as

provided in the Act. These rights of access and enforcement shall not limit EPD's authority under other applicable law.

5. Recording of Environmental Covenant and Service on Other Persons. Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, NGFE, LLC shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, NGFE, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.
6. 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 RUZ is in compliance with the Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 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.*
7. Severability. Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.
8. No Interest in Real Property in EPD. EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Representations and Warranties by Grantor(s).

NGFE, LLC represents and warrants that all of the following are true and correct:

- A. NGFE, LLC holds fee simple title to the Property.
- B. NGFE, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of NGFE, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of NGFE, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which NGFE, LLC is a party or by which NGFE, LLC may be bound.
- D. NGFE, LLC has identified all other parties that hold any interest (e.g., encumbrance) in the RUZ and notified such parties of the Grantor's intention to enter into this Environmental Covenant.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, NGFE, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

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

With copies to:

NGFE, LLC.
c/o Katy E. Crane
P.O. Box 10557
1591 Murphy Avenue, SW
Atlanta, Georgia 30310

And:

B & C Leasing, Inc.
PO Box 10557
Atlanta, GA 30310

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Signed, sealed, and delivered in the presence of:

[Signature]

Unofficial Witness (Signature)

Jodi Wicker

Unofficial Witness Name (Print)

1731 Tilden Ave

Jonesboro, GA 30236

Unofficial Witness Address (Print)

[Signature]

Notary Public (Signature)

My Commission Expires: 3-9-2019

For the Grantor:

Austin Ward Sweat

Name of Grantor (Print)

[Signature]

Grantor's Authorized Representative (Signature)

Austin Ward Sweat

Authorized Representative Name (Print)

President

Title of Authorized Representative (Print)

Dated: 7-26-2018

(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Jodi Wicker
Unofficial Witness Name (Print)

1731 Tilden Ave
Jonesboro, GA 30236
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 3-9-2019

For the Holder:

Austin Ward Sweet
Name of Holder (Print)

[Signature]
Holder's Authorized Representative (Signature)

Austin Ward Sweet
Authorized Representative Name (Print)

President
Title of Authorized Representative (Print)

Dated: 7-26-2018
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Tamara C. Fischer

Unofficial Witness (Signature)

Tamara C. Fischer

Unofficial Witness Name (Print)

2 MLK Jr Dr Ste 1456 E

Atlanta GA 30334

Unofficial Witness Address (Print)

Sydney Brogden

Notary Public (Signature)

My Commission Expires: June 15, 2021

For the State of Georgia
Environmental Protection Division:

R. Dunn

(Signature)

(Seal)

Richard E. Dunn
Director

Dated: 5/20/18

(NOTARY SEAL)

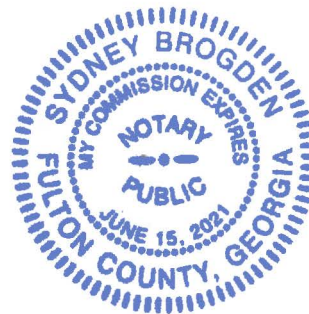


Exhibit A
Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 121 of the 14th District, City of Atlanta, Fulton County Georgia, being 15.085 acres as shown and delineated on a plat of survey prepared for NGFE, LLC, United Community Bank, and Fidelity National Title Insurance Company, by Aubrey Jonathan Akin, Registered Land Surveyor No. 3138, dated April 3, 2013, revised January 9, 2014, and being more particularly described as follows:

To reach the true point of beginning commence at a $\frac{3}{4}$ " open top pipe found at the intersection of the westerly Right of Way of Evans Drive (50' R/W) and the northerly Right of Way of Lanier Drive (50' R/W), thence running northerly along the westerly Right of Way of Evans Drive (50' R/W) 374.1 feet to a $\frac{3}{4}$ " open top pipe found and the TRUE POINT OF BEGINNING, from point thus established and leaving said Right of Way of Evans Drive running South $56^{\circ} 00' 23''$ West a distance of 207.54 feet to an iron pin set; thence South $34^{\circ} 03' 41''$ East a distance of 100.00 feet to a 1" open top pipe found; thence South $55^{\circ} 56' 19''$ West a distance of 692.69 feet to the base of an old fence post found; thence North $33^{\circ} 56' 26''$ West a distance of 335.93 feet to an iron pin set on the easterly Right of Way of the shared railway of MARTA, Norfolk Southern and CSX; thence running along said Railroad Right of Way North $11^{\circ} 38' 02''$ East a distance of 239.04 feet to an iron pin set; thence North $06^{\circ} 06' 24''$ East a distance of 249.85 feet to an iron pin set; thence North $09^{\circ} 35' 23''$ East a distance of 110.00 feet to an iron pin set; thence North $10^{\circ} 39' 23''$ East a distance of 360.01 feet to an iron pin set; thence North $01^{\circ} 25' 38''$ East a distance of 52.57 feet to an iron pin set; thence leaving said Railroad Right of Way South $34^{\circ} 03' 41''$ East a distance of 87.02 feet to an iron pin set; thence running along a curve to the right an arc length of 61.41 feet, (said curve having a radius of 347.72 feet, with a chord bearing of North $10^{\circ} 07' 14''$ East, and a chord length of 61.33 feet) to a point; thence running along a curve to the right an arc length of 60.67 feet, (said curve having a radius of 59.52 feet, with a chord bearing of North $62^{\circ} 25' 52''$ East, and a chord length of 58.08 feet) to a point on the westerly Right of Way of Evans Drive (60' R/W); thence running along said Right of Way the following courses: a curve to the right an arc length of 132.40 feet, (said curve having a radius of 204.72 feet, with a chord bearing of South $64^{\circ} 27' 37''$ East, and a chord length of 130.10 feet) to a point; thence running along a curve to the right an arc length of 108.39 feet, (said curve having a radius of 957.54 feet, with a chord bearing of South $41^{\circ} 44' 27''$ East, and a chord length of 108.34 feet) to a point; thence running along a curve to the right an arc length of 252.84 feet, (said curve having a radius of 8348.33 feet, with a chord bearing of South $36^{\circ} 37' 12''$ East, and a chord length of 252.83 feet) to a $\frac{1}{2}$ " rebar found; thence South $36^{\circ} 43' 35''$ East a distance of 351.43 feet to a $\frac{3}{4}$ " open top pipe found; thence South $33^{\circ} 34' 30''$ East a distance of 99.46 feet to a $\frac{3}{4}$ " open top pipe found and THE TRUE POINT OF BEGINNING.

Exhibit B
Map of Property

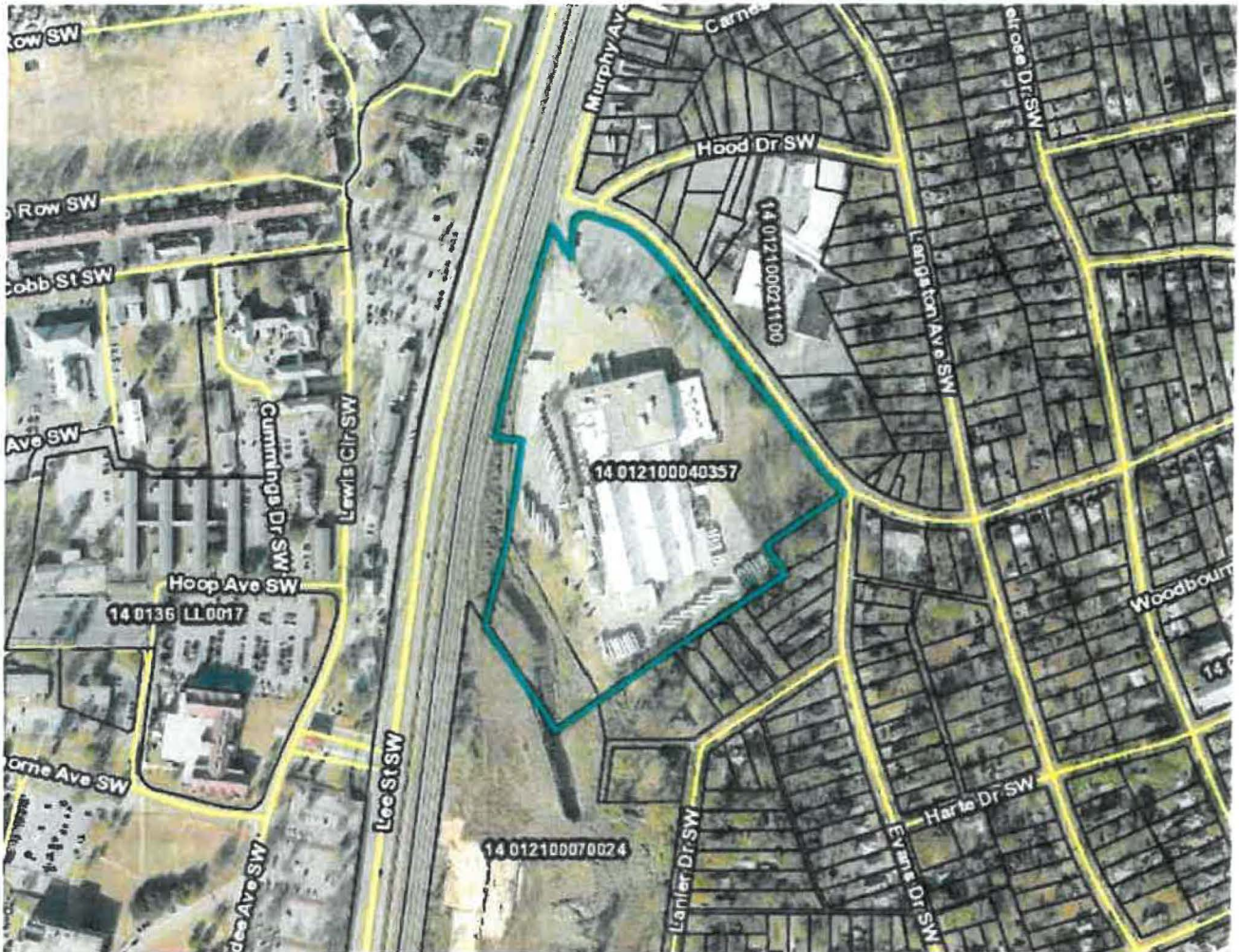
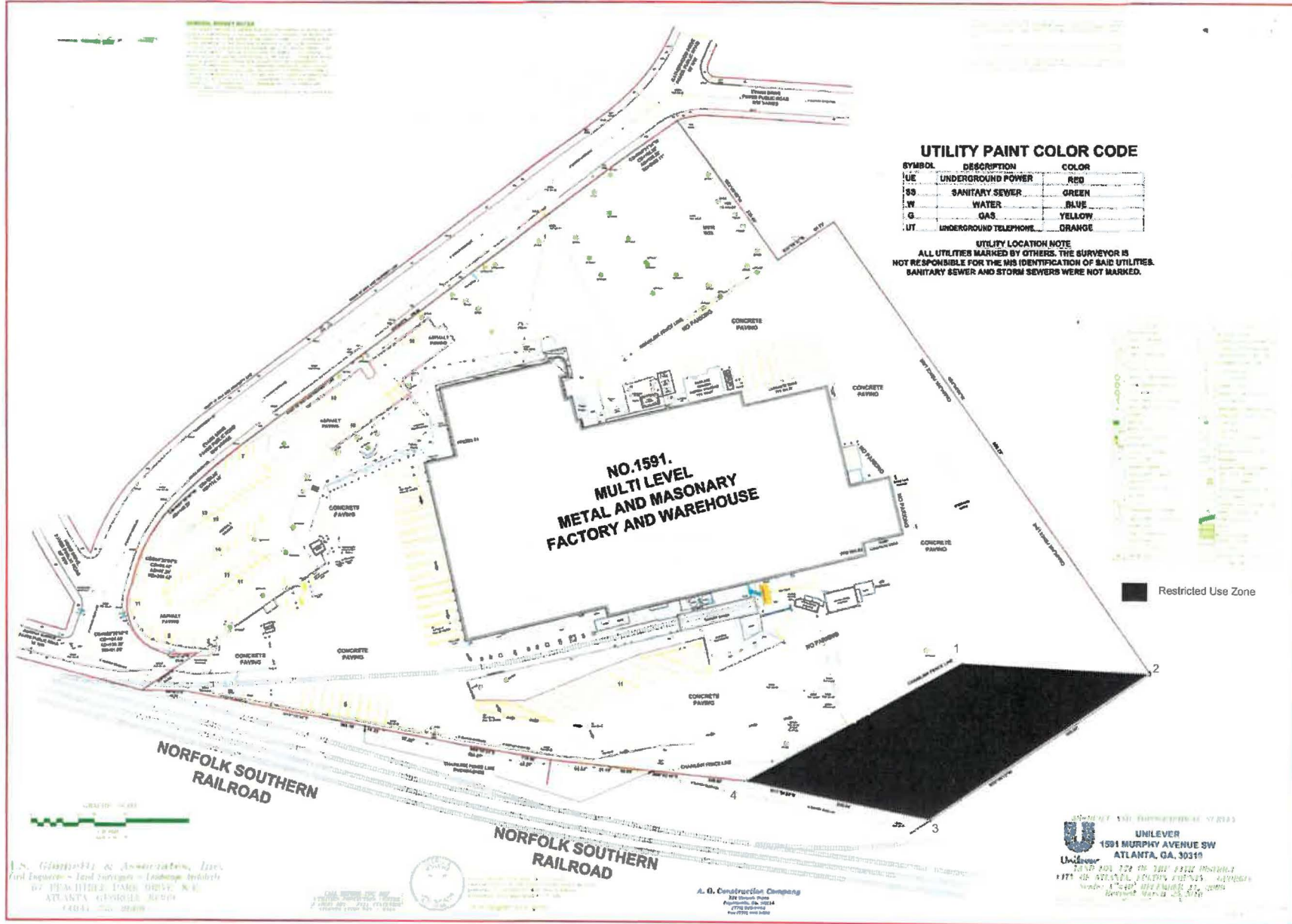


Exhibit B1
Restricted Use Zone Map

STAMP
/ ADDED
TO CAPTURE
IMAGE

Exhibit B1
Restricted Use Zone Map



Deed Book 59296 Pg. 306
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia