

D2018003908

BK:1251 PG:289-302

Deborah D. Jackson

8731864713

PARTICIPANT ID

After Recording Return to:

Greensboro Mill, LP,
a Georgia limited partnership
1819 Peachtree Road, NE
Suite 520
Atlanta, Georgia 30309
Attn: Chase Northcutt

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 property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

Greensboro Mill, LP,
a Georgia limited partnership
1819 Peachtree Road, NE
Suite 520
Atlanta, Georgia 30309
Attn: Chase Northcutt

Grantee/Holder:

Greensboro Mill, LP,
a Georgia limited partnership
1819 Peachtree Road, NE
Suite 520
Atlanta, Georgia 30309
Attn: Chase Northcutt

Grantee/Entity with

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:

Sterling Bank
P.O. Box 11417
50 S. Bemiston Avenue
Clayton, MO 63105
Attn: Phil Minden

Property and Area of Concern.

The property, a portion of which is subject to this Environmental Covenant, is known as Mary-Leila Lofts (hereinafter "Property"), and is located at 316 N. West Street, Greensboro, Greene County, Georgia 30642. The Property was conveyed from Greensboro City Development, LLC, a Georgia limited liability company, by deed recorded on January 22, 2015 in Deed Book 1132, Page 146, Greene County records and from CSX Transportation, Inc., a Virginia corporation, by deed recorded on June 15, 2015 in Deed Book 1143, Page 532, aforesaid records. The Property is located in the 143 GMD of Greene County, Georgia and consists of 5.244 acres. The Property is enrolled in the Georgia Brownfield Program pursuant to the Georgia Brownfield Act, O.C.G.A. § 12-8-200 et seq. ("Brownfield Act"). Approximately 1.5 acres of the Property was subject to the Corrective Action described herein (hereinafter "Area of Concern"). Complete legal descriptions of the Property are attached as **Exhibit A**. The Figure in **Exhibit B** identifies the approximate boundary lines for the Property and the Area of Concern.

Tax Parcel Number.

APN: G050000250 is the Greene County tax parcel number for the Property.

Name and Location of Administrative Records.

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

- Prospective Purchaser Brownfield Application for Limitations of Liability and Corrective Action Plan, Former Mary-Leila/Wellington Mill, Mill Street and Spring Street, Greensboro, Greene County, Georgia, prepared by Piedmont Geotechnical Consultants, Inc., dated December 20, 2005.
- Proposed Risk Reduction Standards, Mary Leila Lofts, 316 N. West Street, Greensboro, Greene County, Georgia, prepared by Geotechnical & Environmental Consultants, Inc., dated August 27, 2013.
- Prospective Purchaser Corrective Action Plan Amendment, Mary Leila Mill Redevelopment, 316 N. West Street, Greensboro, Greene County, Georgia, prepared by Geotechnical & Environmental Consultants, Inc., dated September 10, 2014.
- Prospective Purchaser Corrective Action Plan Amendment-Revised Tables, Mary Leila Lofts Redevelopment, 316 N. West Street, Greensboro, Greene County, Georgia, prepared by Geotechnical & Environmental Consultants, Inc., dated January 9, 2015.
- Compliance Status Report, Mary Leila Lofts, 316 N. West Street, Greensboro, Greene County, Georgia, prepared by Geotechnical & Environmental Consultants, Inc., dated March 10, 2017

These documents are available for viewing at the following locations:

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

Greene County Public Library (at this location until December 31, 2018)
610 Main Street
Greensboro, GA 30642

Description of Contamination and Corrective Action.

Environmental sampling conducted at the Property determined that a preexisting release to soil of various metals and of semi-volatile organic compounds 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 Amendment ("PPCAP Amendment") for the Property under the Brownfield Act. The PPCAP Amendment, which laid out the elements of the environmental response at the Property, prescribed capping the Area of Concern with either concrete or asphalt. The pavement or concrete systems are suitable to protect individuals from contact with the soil and the nearly impervious surfaces will limit rainfall from percolating through the soil. This environmental covenant restricts access to subsurface soil and materials in the Area of Concern. This remedy also requires periodic inspections to verify the integrity of the engineered controls, to be carried out under an approved Monitoring and Maintenance Plan developed for the Property. This remedy, including the engineered and institutional controls documented in the PPCAP Amendment is hereinafter referred to as the "Corrective Action."

Notwithstanding the foregoing, as further described in the Monitoring and Maintenance Plan, the Area of Concern contains two small landscape islands not paved with asphalt. While these areas are not covered with asphalt, the impacted soil is more than 24 inches below the current grade with clean offsite fill material placed on top. The fill material has been stabilized with soil-cement and landscaped with grass and shrubbery. These areas will be monitored under the Monitoring and Maintenance Plan.

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.

Grantor hereby binds Grantor, its successors and assigns to the activity and use restrictions for the Area of Concern identified herein and grants such other rights under this Environmental Covenant in favor of Grantee/Holder and EPD. 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 Area of Concern may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9 and 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Grantee/Holder, EPD, Grantor and their respective successors and assigns and shall be enforceable by the EPD 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 of individual residential and commercial units, the Owner of the Property must give ten (10) days advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title or easement of 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. 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 Area of Concern, apply for building permit(s), or perform any site work if such actions would negatively affect or modify the effectiveness of the engineered 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. Each instrument hereafter conveying an interest in the Area of Concern 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 Monitoring and Reporting. As specified by the Monitoring and Maintenance Plan, dated March 9, 2018 as amended and approved by EPD, the Owner shall conduct periodic monitoring at the Area of Concern and submit to EPD periodic reports to include, but not limited to: maintenance and inspection activities and documentation of the condition of the engineered controls in the Area of Concern and statements as to whether

or not the activity and use limitations in this Environmental Covenant are being abided by at the Property.

5. Activity and Use Limitation(s). Any activity in the Area of Concern that would require the contaminated soil beneath the capped area to be managed or exposed 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. Permanent Markers. Permanent markers shall be installed and maintained as specified in the Monitoring and Maintenance Plan. Disturbance, obstruction, or removal of such markers is prohibited
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 premises at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Area of Concern, 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 EPD Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the 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 (excluding tenants leasing individual residential and commercial units), (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 Property.
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, unless and until the EPD Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards for soil, as defined in Georgia Rules of Hazardous Site Response, Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with O.C.G.A. § 44-16-1 *et seq.*
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 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;
- 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 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.

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

Greensboro Mill, LP,
a Georgia limited partnership
1819 Peachtree Road, NE
Suite 520
Atlanta, Georgia 30309
Attn: Chase Northcutt

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 29th day of May, 2018.

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

John R. Wells
Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 11/06/2020

FOR THE GRANTOR/GRANTEE:

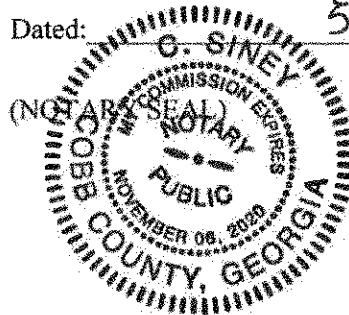
GREENSBORO MILL, LP,
a Georgia limited partnership

By: Greensboro Mill GP, LLC
a Georgia limited liability company
Its: General Partner

By: Greensboro Mill Management, Inc.,
a Georgia corporation
Its: Manager

By: [Signature]
Chase Northcutt, President

Dated: 5/29/18



Signed, sealed, and delivered in the presence of:

Tamara C. Fischer
Unofficial Witness (Signature)

Tamara C. Fischer
Unofficial Witness Name (Print)

2 MLK DR SE STE 456 E
Atlanta GA 30334

Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: June 15, 2021

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

[Signature] (Seal)
Richard E. Dunn
Director

Dated: 10/4/18

(NOTARY SEAL)

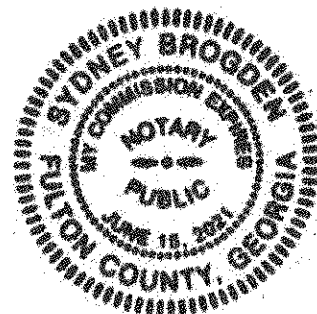


EXHIBIT A

[PROPERTY: Legal Description (5 pages)]

PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN THE 143 GEORGIA MILITIA DISTRICT, CITY OF GREENSBORO, GREENE COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT A 3/4" OPEN TOP PIPE FOUND AT THE INTERSECTION OF THE SOUTH 25 FT. RIGHT-OF-WAY OF FIRST STREET AND THE EAST 30 FT. RIGHT-OF-WAY OF SPRING STREET, THENCE PROCEEDING SOUTH 07 DEGREES 50 MINUTES 49 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY OF SPRING STREET FOR A DISTANCE OF 60.14 FT. TO A 3/4" OPEN TOP PIPE FOUND, THE TRUE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 50 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 200.38 FEET TO A 1" OPEN TOP PIPE FOUND; THENCE SOUTH 69 DEGREES 38 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 101.35 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE SOUTH 69 DEGREES 43 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 108.29 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE SOUTH 05 DEGREES 52 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 93.07 FEET TO AN IRON PIN SET; THENCE NORTH 84 DEGREES 09 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 54.29 FEET TO A AN IRON PIN SET; THENCE SOUTH 13 DEGREES 27 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 171.86 FEET TO A P-K NAIL SET; THENCE SOUTH 14 DEGREES 52 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 11.77 FEET TO A P-K NAIL SET; THENCE SOUTH 45 DEGREES 27 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 40.18 FEET TO A P-K NAIL SET; THENCE NORTH 86 DEGREES 36 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 52.10 FEET TO A P-K NAIL SET AT THE INTERSECTION OF THE NORTH VARIABLE RIGHT-OF-WAY OF THE CSX RAILROAD AND THE WEST VARIABLE RIGHT-OF-WAY OF NORTH WEST STREET; THENCE ALONG THE VARIABLE RIGHT-OF-WAY OF THE CSX RAILROAD, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1956.45 FEET AND AN ARC LENGTH OF 186.43 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 53 DEGREES 53 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 186.36 FEET TO AN IRON PIN SET; THENCE SOUTH 45 DEGREES 28 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 13.76 FEET TO AN IRON PIN SET; THENCE SOUTH 44 DEGREES 31 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 21.41 FEET TO AN IRON PIN SET; THENCE NORTH 45 DEGREES 28 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 16.63 FEET TO AN IRON PIN SET; THENCE SOUTH 44 DEGREES 31 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 111.71 FEET TO A CALCULATED POINT; THENCE NORTH 45 DEGREES 28 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 8.00 FEET TO A CALCULATED POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1956.45 FEET AND AN ARC LENGTH OF 198.13 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 44 DEGREES 20 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 198.05 FEET TO AN IRON PIN SET; THENCE SOUTH 40

DEGREES 14 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 82.33 FEET TO A MAG NAIL SET IN ASPHALT; THENCE LEAVING THE RIGHT-OF-WAY OF THE CSX RAILROAD, NORTH 88 DEGREES 54 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 4.64 FEET TO A MAG NAIL FOUND ON THE EAST 30 FT. RIGHT-OF-WAY OF SPRING STREET; THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY OF SPRING STREET AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1969.96 FEET AND AN ARC LENGTH OF 179.99 FEET, BEING SUBTENDED BY A CHORD OF NORTH 04 DEGREES 08 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 179.93 FEET TO AN IRON PIN SET; THENCE NORTH 06 DEGREES 45 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 84.17 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2406.77 FEET AND AN ARC LENGTH OF 107.31 FEET, BEING SUBTENDED BY A CHORD OF NORTH 05 DEGREES 29 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 107.30 FEET TO AN IRON PIN SET; THENCE NORTH 04 DEGREES 12 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 177.70 FEET TO AN IRON PIN SET; THENCE NORTH 84 DEGREES 05 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 5.09 FEET TO P-K NAIL SET; THENCE NORTH 08 DEGREES 19 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 289.44 FEET TO A 3/4" OPEN TOP PIPE FOUND, THE TRUE POINT OF BEGINNING. SAID PROPERTY CONTAINS 4.813 ACRES.

PARCEL 2:

Non Fee Tract "A"

(Old city right-of-way)

All that tract or parcel of land, lying and being in Georgia Militia district No. 143, Greene County, City of Greensboro, State of Georgia, being more particularly described as follows,

To find the **True Point of Beginning**, commence at a MAG nail found where the East 30 ft. right-of-way of North Spring Street intersects the North Right-of-Way of the CSX railroad, aforesaid MAG nail having the following state plane coordinate values, North 1303053.8858, East 345935.8007, Georgia East Zone,

THENCE South 88 degrees 54 minutes 46 seconds East for a distance of 4.64 feet to a Mag Nail set;

THENCE North 40 degrees 14 minutes 10 seconds East for a distance of 82.33 feet to an iron pin set;

THENCE along a curve to the right having a radius of 1956.45 feet and an arc length of 5.57 feet, being subtended by a chord of North 41 degrees 31 minutes 42 seconds East for a distance of 5.57 feet to a calculated point;

THENCE along a curve to the right having a radius of 1956.45 feet and an arc length of 47.86 feet, being subtended by a chord of North 42 degrees 18 minutes 41 seconds East for a distance of 47.86 feet to a calculated point, said point being the True Point of Beginning ;

THENCE along a curve to the right having a radius of 1956.45 feet and an arc length of 75.98 feet, being subtended by a chord of North 44 degrees 07 minutes 29 seconds East for a distance of 75.97 feet to a calculated point;

THENCE South 83 degrees 42 minutes 50 seconds East for a distance of 36.68 feet to an iron pin set;

THENCE South 48 degrees 08 minutes 59 seconds West for a distance of 80.57 feet to an iron pin set;

THENCE North 83 degrees 42 minutes 50 seconds West for a distance of 29.52 feet to a calculated point, the **True Point of Beginning**.

Said property contains 0.046 acre.

Non Fee Tract "B"
(old siding)

All that tract or parcel of land, lying and being in Georgia Militia district No. 143, Greene County, City of Greensboro, State of Georgia, being more particularly described as follows,

To find the true point of beginning, commence at a Mag nail found where the East 30 ft. right-of-way of North Spring Street intersects the North Right-of-Way of the CSX railroad, aforesaid MAG nail having the following state plane coordinate values, North 1303053.8858, East 345935.8007, Georgia East Zone, Thence South 88 degrees 54 minutes 46 seconds East for a distance of 4.64 ft. to a Mag Nail set, the **True Point of Beginning**,

THENCE North 05 degrees 39 minutes 39 seconds East for a distance of 184.34 feet to a calculated point;

THENCE South 83 degrees 02 minutes 50 seconds East for a distance of 12.50 feet to a calculated point;

THENCE along a curve to the right having a radius of 3251.93 feet and an arc length of 262.50 feet, being subtended by a chord of North 09 degrees 36 minutes 28 seconds East for a distance of 262.43 feet to a calculated point;

THENCE South 78 degrees 04 minutes 47 seconds East for a distance of 25.00 feet to a calculated point;

THENCE along a curve to the left having a radius of 3226.93 feet and an arc length of 260.34 feet, being subtended by a chord of South 09 degrees 36 minutes 33 seconds West for a distance of 260.27 feet to a calculated point;

THENCE South 83 degrees 02 minutes 50 seconds East for a distance of 12.50 feet to a calculated point;

THENCE South 05 degrees 39 minutes 39 seconds West for a distance of 110.91 feet to a calculated point on the Right-of-Way of the CSX railroad;

THENCE along a curve to the left having a radius of 1956.45 feet, and an arc length of 5.57 feet being subtended by a chord of South 41 degrees 31 minutes 42 seconds West for a distance of 5.57 feet to iron pin set;

THENCE South 40 degrees 14 minutes 10 seconds West for a distance of 82.33 feet to a Mag Nail set, the **True Point of Beginning**.

Said property contains 0.319 acres.

Fee Tract "C"

All that tract or parcel of land, lying and being in the 143 Georgia Militia District, Greene County, City of Greensboro, State of Georgia, being more particularly described as follows,

To find the **True Point of Beginning**, begin at a PK nail set where the Westerly Variable right-of-way of North West Street is 100.17 ft. North of the centerline of the main CSX railroad track at this point, aforesaid pk nail set having the following Georgia State Plane coordinate values, 1,303,455.3843 North and 346,383.7190 East, Georgia East Zone, THENCE South 06 degrees 44 minutes 29 seconds West for a distance of 30.00 feet to a 1/2" re-bar set on the Right-of-Way of the CSX railroad; and being the **True Point of Beginning**,

THENCE South 06 degrees 44 minutes 29 seconds West for a distance of 23.62 feet to a 1/2" re-bar set on the new Right-of-Way of the CSX railroad;

THENCE South 49 degrees 41 minutes 11 seconds West for a distance of 143.22 feet to a 1/2" re-bar set;

THENCE South 41 degrees 12 minutes 38 seconds East for a distance of 7.09 feet to a 1/2" re-bar set;

THENCE South 50 degrees 33 minutes 33 seconds West for a distance of 18.65 feet to a 1/2" re-bar set;

THENCE North 41 degrees 12 minutes 38 seconds West for a distance of 7.09 feet to a 1/2" re-bar set;

THENCE South 63 degrees 06 minutes 38 seconds West for a distance of 27.53 feet to an iron pin set;

THENCE South 49 degrees 49 minutes 42 seconds West for a distance of 112.22 feet to an iron pin set;

THENCE North 78 degrees 08 minutes 28 seconds West for a distance of 14.79 feet to an iron pin set;

THENCE South 48 degrees 08 minutes 59 seconds West for a distance of 13.63 feet to a 1/2" re-bar set;

THENCE North 83 degrees 42 minutes 50 seconds West for a distance of 36.68 feet to a calculated point;

THENCE along a curve to the right having a radius of 1956.45 feet and an arc length of 68.72 feet, being subtended by a chord of North 46 degrees 14 minutes 37 seconds East for a distance of 68.72 feet to a calculated point;

THENCE South 45 degrees 28 minutes 06 seconds East for a distance of 8.00 feet to a calculated point;

THENCE North 44 degrees 31 minutes 54 seconds East for a distance of 111.71 feet to a 1/2" re-bar set;

THENCE South 45 degrees 28 minutes 06 seconds East for a distance of 16.63 feet to a 1/2" re-bar set;

THENCE North 44 degrees 31 minutes 55 seconds East for a distance of 21.41 feet to a 1/2" re-bar set;

THENCE North 45 degrees 28 minutes 05 seconds West for a distance of 13.76 feet to an iron pin set;

THENCE along a curve to the right having a radius of 1956.45 feet and an arc length of 140.51 feet, being subtended by a chord of North 53 degrees 12 minutes 51 seconds East for a distance of 140.48 feet to a 1/2" re-bar set;

THENCE South 83 degrees 15 minutes 31 seconds East for a distance of 34.76 feet to an iron pin set, the **True Point of Beginning**.

Said property contains 0.330 acre.

Fee Tract "D"

All that tract or parcel of land, lying and being in Georgia Militia district No. 143, Greene County, City of Greensboro, State of Georgia, being more particularly described as follows,

To find the true point of beginning, commence at a Mag Nail found where the East 30 ft. right-of-way of North Spring Street intersects the North Right-of-Way of the CSX railroad, aforesaid Mag Nail having the following state plane coordinate values, North 1303053.8858, East 345935.8007, Georgia East Zone, Being the True Point of Beginning,

THENCE South 88 degrees 54 minutes 46 seconds East for a distance of 4.64 feet to a Mag Nail set;

THENCE North 40 degrees 14 minutes 10 seconds East for a distance of 82.33 feet an iron pin set;

THENCE along a curve to the right having a radius of 1956.45 feet, and an arc length of 5.57 feet being subtended by a chord of North 41 degrees 31 minutes 42 seconds East for a distance of 5.57 feet to a calculated point;

THENCE along a curve to the right having a radius of 1956.45 feet and an arc length of 47.86 feet, being subtended by a chord of North 42 degrees 18 minutes 41 seconds East for a distance of 47.86 feet to a calculated point;

THENCE South 83 degrees 42 minutes 50 seconds East for a distance of 29.52 feet to an iron pin set;

THENCE South 47 degrees 15 minutes 47 seconds West for a distance of 169.11 feet to a Mag Nail set on the North East 30 ft. Right-of-Way of North Spring Street;

THENCE along the North East 30 ft. Right-of-Way of North Spring Street, North 04 degrees 08 minutes 33 seconds East for a distance of 15.71 feet to a Mag Nail found, The True Point of Beginning.

Said property contains 0.055 acres.

BEING more particularly shown on plat of survey dated 5/1/ 2015 and revised 6/9/2015 prepared by John Parish, Professional Land Surveyor Number 2705, Houston Engineering, Inc., 1424 Veterans Drive, Suite 3, Conyers, Georgia, 30012 incorporated herein by reference.

EXHIBIT B

[FIGURE: Figure 2 – Property and Area of Concern]

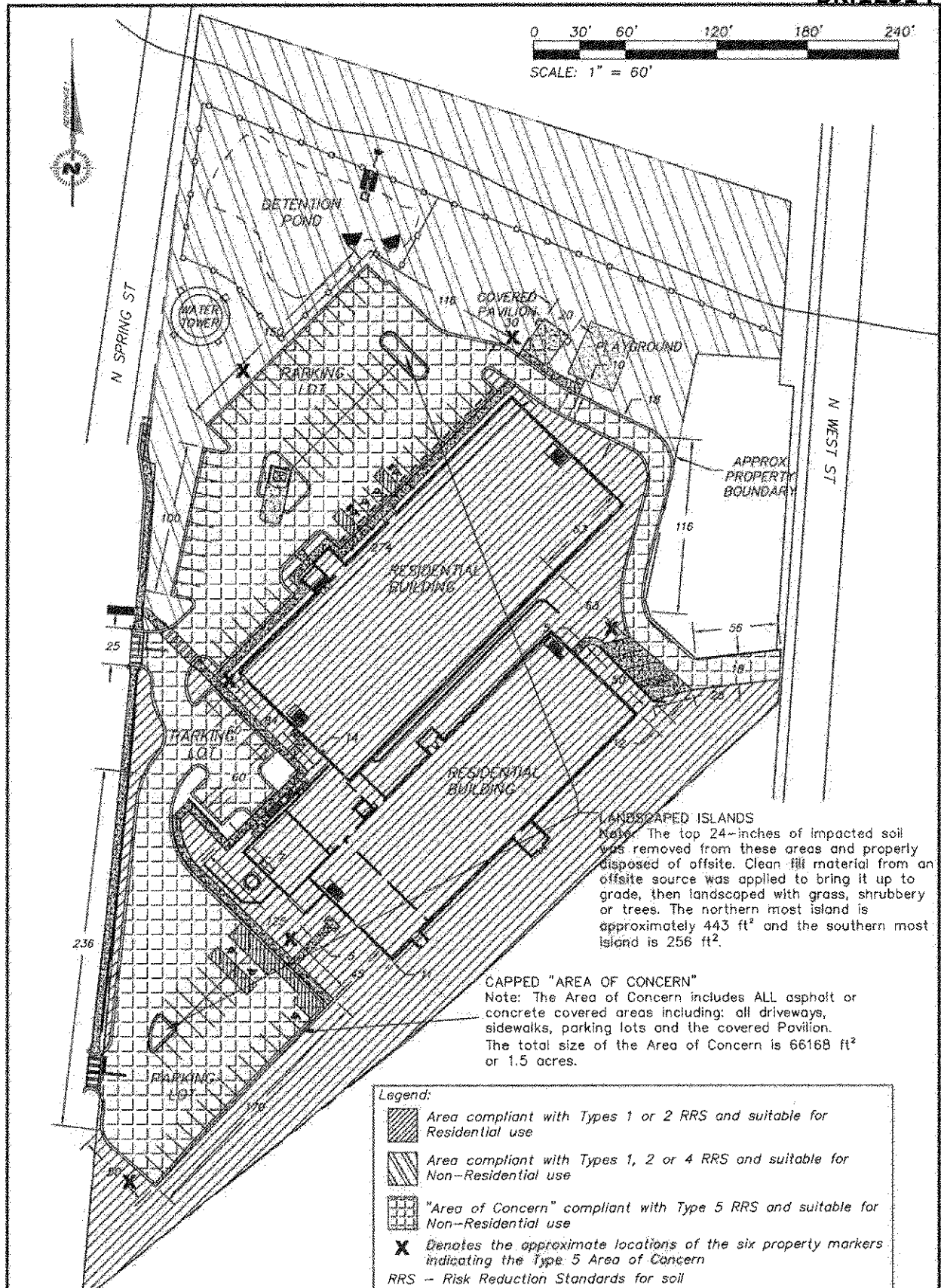


Figure 2
Property and Area of Concern
Mary-Leila Lofts
316 North West Street
Greensboro, Greene County, Georgia
GEC Project No. 130254.242

GEC
GEOTECHNICAL
ENVIRONMENTAL
CONSULTANTS, INC.

614 Wilson Industrial Boulevard, Irwin, PA 15204 • Phone: (412) 757-1806 • Fax: (412) 757-1806
5031 Mendenhall Court, Columbus, GA 31907 • Phone: (706) 509-0206 • Fax: (706) 509-0340