



Joan B. Sasine
Direct: 404.572-6647
Fax: 404.572-6999
joan.sasine@bryancave.com

RECEIVED
Georgia BPD

AUG 20 2012

Response and Remediation Program

August 16, 2012

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9370

Derrick Williams
Program Manager
Georgia Environmental Protection Division
Response & Remediation
2 Martin Luther King Jr. Drive, SW
Suite 1462 East
Atlanta, Georgia 30334-9000

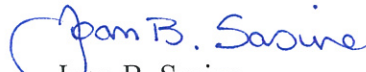
Re: Pryor Road Retail Center (Tax Parcel No. 14-0072-0002-023-4)
1531 Pryor Road
Atlanta, Fulton County, Georgia

Dear Mr. Williams:

On behalf of Pryor Road Corridor I, LLC enclosed is a file stamped copy of the environmental covenant containing activity and use limitations that Pryor Road Corridor I, LLC filed in order to meet its obligations under the Hazardous Site Reuse and Redevelopment Act. The entities listed in O.C.G.A. 44-16-7(a) 1 through 6 were also sent a file stamped copy. Copies of the letters are attached.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Joan B. Sasine

JBS/cl
Enclosure(s)

Cc: Jacki Scarbary
David Brownlee

Bryan Cave LLP
One Atlantic Center
Fourteenth Floor
1201 W. Peachtree St., NW
Atlanta, GA 30309
Phone (404) 572-6600
Fax (404) 572-6999
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August 16, 2012

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9363

The Honorable Kasim Reed, Mayor
 The Mayor of Atlanta, Georgia
 City of Atlanta
 55 Trinity Avenue
 Atlanta, Georgia 30303


Re: Pryor Road Retail Center (Tax Parcel No. 14-0072-0002-023-4)
 1531 Pryor Road
 Atlanta, Fulton County, Georgia

Dear Mayor Reed:

On behalf of Pryor Road Corridor I, LLC enclosed is a file stamped copy of the environmental covenant containing activity and use limitations that Pryor Road Corridor I, LLC filed in order to meet its obligations under the Hazardous Site Reuse and Redevelopment Act.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


 Joan B. Sasine

JBS/cl
 Enclosure

Cc: Richard Mendoza, Commissioner
 Department of Public Works

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August 16, 2012

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9356

Zachary Williams
Fulton County Manager
Fulton County Government Center
141 Pryor Street, SW
Atlanta, Georgia 30303

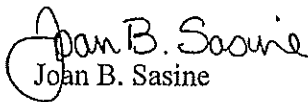
Re: Pryor Road Retail Center (Tax Parcel No. 14-0072-0002-023-4)
1531 Pryor Road
Atlanta, Fulton County, Georgia

Dear Mr. Williams:

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If you have any questions, please do not hesitate to contact me.

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August 16, 2012

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9349

The Housing Authority of the City of Atlanta, Georgia
 Attn: Gloria Green, Esq.
 230 John Wesley Dobbs Avenue, NE
 Legal Department
 Atlanta, Georgia 30303

Re: Pryor Road Retail Center (Tax Parcel No. 14-0072-0002-023-4)
 1531 Pryor Road
 Atlanta, Fulton County, Georgia

Dear Ms. Green:

On behalf of Pryor Road Corridor I, LLC enclosed is a file stamped copy of the environmental covenant containing activity and use limitations that Pryor Road Corridor I, LLC filed in order to meet its obligations under the Hazardous Site Reuse and Redevelopment Act.

If you have any questions, please do not hesitate to contact me.

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August 16, 2012

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9332

Pryor Road Corridor I, LLC
 Attn: Gloria Green, Esq.
 The Housing Authority of the City of Atlanta, Georgia
 230 John Wesley Dobbs Avenue, NE
 Legal Department
 Atlanta, Georgia 30303

Re: Pryor Road Retail Center (Tax Parcel No. 14-0072-0002-023-4)
 1531 Pryor Road
 Atlanta, Fulton County, Georgia

Dear Ms. Green:

On behalf of Pryor Road Corridor I, LLC enclosed is a file stamped copy of the environmental covenant containing activity and use limitations that Pryor Road Corridor I, LLC filed to meet its obligations under the Hazardous Site Reuse and Redevelopment Act.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Joan B. Sasine
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August 16, 2012

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9325

Georgia Power Company
 241 Ralph McGill Boulevard, NE
 Atlanta, Georgia 30308
 Attn: Legal Department

Re: Pryor Road Retail Center (Tax Parcel No. 14-0072-0002-023-4)
 1531 Pryor Road
 Atlanta, Fulton County, Georgia

To Whom It May Concern:

On behalf of Pryor Road Corridor I, LLC enclosed is a file stamped copy of the environmental covenant containing activity and use limitations that Pryor Road Corridor I, LLC filed in order to meet its obligations under the Hazardous Site Reuse and Redevelopment Act.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Joan B. Sasine
 Joan B. Sasine

JBS/cl
 Enclosure

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 One Atlantic Center
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 1201 W. Peachtree St., NW
 Atlanta, GA 30309
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Deed Book 51502 Pg 538
Filed and Recorded Aug-07-2012 03:14pm
2012-0203973
Georgia Intangible Tax Paid \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

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

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 Fulton County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor: Pryor Road Corridor I, LLC
c/o The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303
Attn: General Counsel

Grantee/Holder: The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303

**Grantee/Entity with
express power to enforce:** State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1152 East Tower
Atlanta, Georgia 30334

Parties with interest in the Property: Georgia Power Company (easement)
City of Atlanta (easement)

Property:

The property subject to this Environmental Covenant (hereinafter "Property") is that certain tract or parcel of land, consisting of approximately 0.345 acres and located in Land Lot 72 of the 14th District of Fulton County, City of Atlanta, Georgia, which was conveyed on December 7, 2011 from Phillip

Jones, a Georgia resident, to Pryor Road Corridor I, LLC, a Georgia limited liability company, via Quitclaim Deed recorded in Deed Book 50674, Page 432, Fulton County Records. 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 A-1.

Tax Parcel Number:

14-0072-0002-023-4 of Fulton 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]:

- Prospective Purchaser Corrective Action Plan ("PPCAP")
- PPCAP Addendum dated May 10, 2011
- Prospective Purchaser Compliance Status Report ("PPCSR") dated April, 2012
- Design Basis and Technical Specifications – Asphaltic Concrete Cover For The Jones Parcel dated August, 2011
- Monitoring and Maintenance Plan ("M&M" Plan) dated April, 2012

These documents are available at the following locations:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE, Suite 1462 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 Reuse and Redevelopment 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 Housing Authority of the City of Atlanta, Georgia (hereinafter "AHA") 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 lead, benzene and various polycyclic aromatic hydrocarbons ("PAHs") on the Property, including anthracene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, fluoranthene, naphthalene, phenanthrene, pyrene. Lead, benzene and PAHs 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 excavation of soil; engineering controls (utility trench and 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 AHA 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 AHA, 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 AHA or its successors and assigns, Pryor Road Corridor I, LLC or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

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 December 30 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 the City of Atlanta'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 Prospective Purchaser Corrective Action Plan Addendum ("PPCAP Addendum") shall be performed in a manner that minimizes the release or exposure to such regulated substances. Any intrusive activities outside of the utility trench must be performed in accordance with the Monitoring and Maintenance Plan ("M&M Plan") attached hereto as Exhibit B as it may be amended from time to time. See Appendix A of the attached M&M Plan for location of the utility trench.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water shall be prohibited, unless HSRA regulated substances are treated to below the residential risk reduction standard for groundwater.
7. 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.
8. Right of Access. In addition to any rights already possessed by EPD and/or AHA, the Owner shall allow authorized representatives of EPD and AHA the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.
9. 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 Fulton 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) AHA, (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.
10. 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.
11. 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.
12. 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 (9) 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 1154 East Tower
Atlanta, Georgia 30334

The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue
Atlanta, Georgia 30303-2421
Attn: General Counsel

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the ____ day of _____, 2012.

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

GRANTOR:

PRYOR ROAD CORRIDOR I, LLC,
a Georgia limited liability company

By: Westside Affordable Housing, Inc.,
a Georgia non-profit corporation
Its: Sole Member and Manager

Signed, sealed and delivered
in the presence of:

Judith King
Unofficial Witness
Janella Barner
Notary Public
My Commission Expires:
11-7-2013

By: *[Signature]*
Name: Renee Lewis Glover
Title: President and Chief Executive Officer

ATTEST:

By: *[Signature]*
Name: Gloria J. Green
Title: Secretary

Notary Seal



Dated: May 30, 2012

GRANTEE/HOLDER:

**THE HOUSING AUTHORITY OF THE
CITY OF ATLANTA, GEORGIA**

Signed, sealed and delivered
in the presence of:

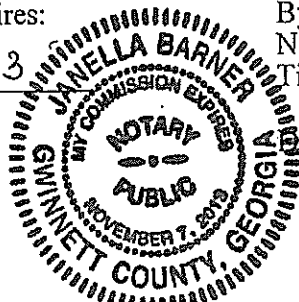
Judith King
Unofficial Witness
Janella Barner
Notary Public
My Commission Expires:
11-7-2013
Notary Seal

By: *[Signature]*
Name: Renee Lewis Glover
Title: President and Chief Executive Officer

ATTEST:

By: *[Signature]*
Name: Gloria J. Green
Title: Assistant Secretary

Dated: May 30, 2012



**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: 7/31/12

Exhibit A

Legal Description of Property and Permitted Exceptions

EXHIBIT "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 72 OF THE 14TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF NORTH RIGHT OF WAY OF THORNTON STREET (RIGHT OF WAY VARIES) AND THE WEST RIGHT OF WAY OF PRYOR ROAD (RIGHT OF WAY VARIES) THENCE NORTH ALONG THE SAID RIGHT OF WAY OF PYROR ROAD A DISTANCE OF 300.00' TO AN IRON PIN SET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING THE SAID RIGHT OF WAY AND CONTINUING S 89°19'07" W A DISTANCE OF 370.11' TO AN IRON PIN SET; THENCE S 89°19'35" W A DISTANCE OF 12.92' TO AN IRON PIN SET; THENCE N 00°55'39" E A DISTANCE OF 406.63' TO AN IRON PIN SET; THENCE S 88°25'02" E A DISTANCE OF 132.31' TO AN IRON PIN SET; THENCE S 88°25'02" E A DISTANCE OF 100.00' TO AN IRON PIN SET; THENCE S 01°35'28" W A DISTANCE OF 49.99' TO AN IRON PIN SET; THENCE S 89°02'43" E A DISTANCE OF 149.49' TO AN IRON PIN SET AT THE RIGHT OF WAY OF PRYOR ROAD; THENCE ALONG THE SAID RIGHT OF WAY S 00°35'35" W A DISTANCE OF 99.22' TO AN IRON PIN SET; THENCE S 00°35'35" W A DISTANCE OF 100.00' TO AN IRON PIN SET; THENCE S 00°43'32" W A DISTANCE OF 13.95' TO AN IRON PIN SET; THENCE S 00°43'32" W A DISTANCE OF 130.00' TO AN IRON PIN SET, WHICH IS THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 3.332 ACRES AND IS DEPICTED ON A PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC, DATED DECEMBER 5, 2011.



Permitted Exceptions

1. Georgia Power Company easement dated December 20, 1949 from Rev. W. C. Rosette, Jr. recorded in Deed Book 2464, Page 409, Fulton County, Georgia records.
2. City of Atlanta construction and Maintenance Easement dated December 18, 2006, from Phillip W. Jones recorded in Deed Book 43497, Page 334, aforesaid records.

Exhibit A-1

Map Showing Location of Property

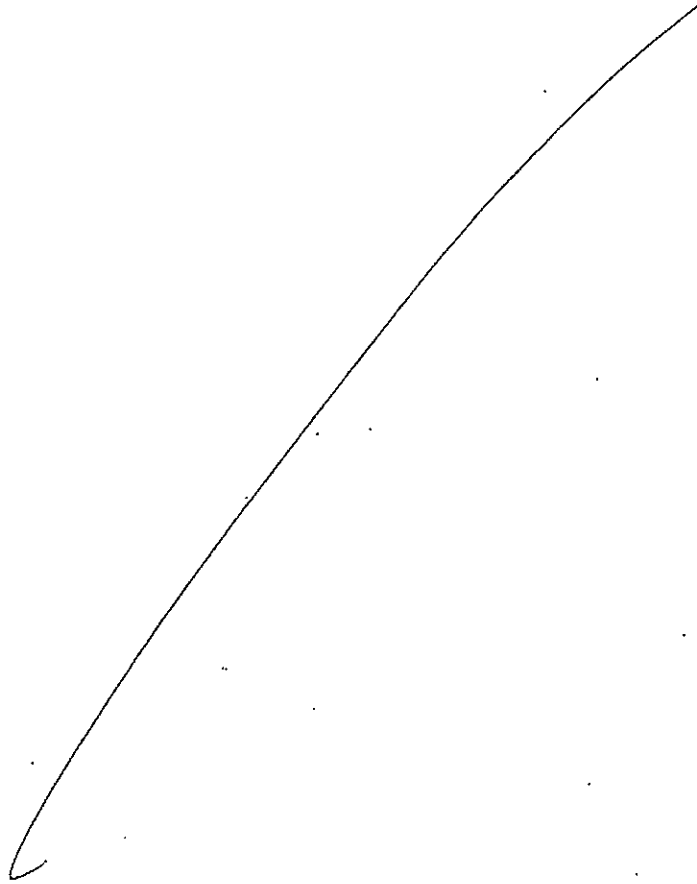
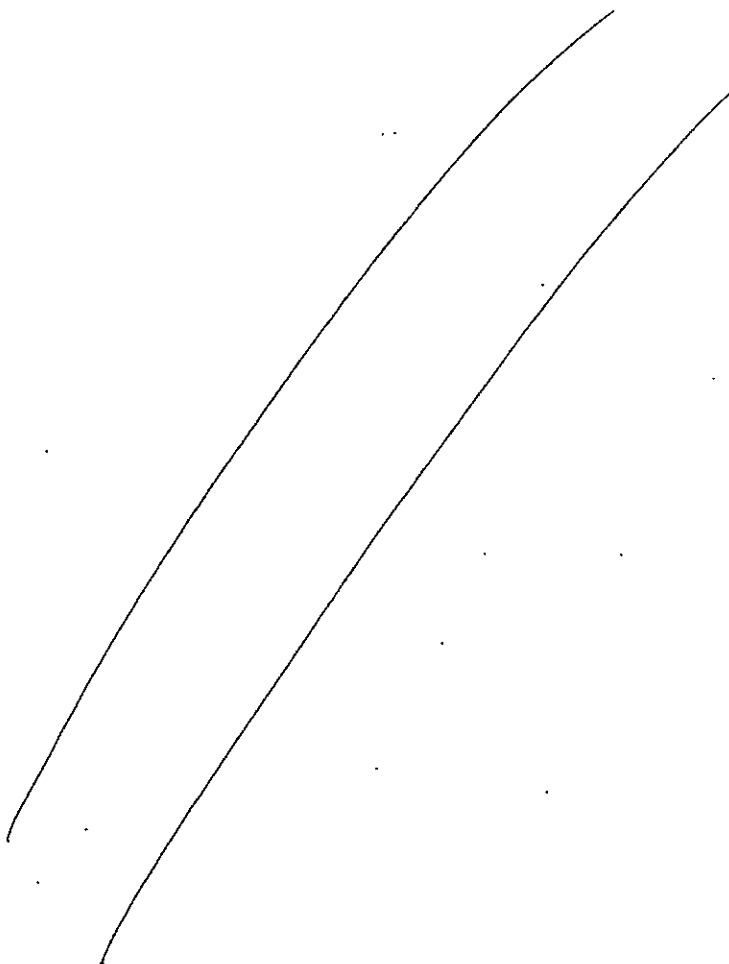


Exhibit B

Monitoring and Maintenance Plan



**MONITORING AND
MAINTENANCE PLAN
FOR TYPE 5
RISK REDUCTION STANDARDS**

**TAX PARCEL ID #14-0072-0002-023-4
Atlanta, Fulton County, Georgia**

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Appendix

A Figure

B Forms

1.0 INTRODUCTION

Tax Parcel No. 14-0072-0002-023-4 ("Property") is enrolled in the Brownfield Program under the State of Georgia's Hazardous Site Reuse and Redevelopment Act. The Property will be remediated using excavation and engineering and institutional controls. The excavation includes excavation and disposal of soils exceeding 5.0 mg/L TCLP for lead. The engineering controls include installation of a utility trench and an asphalt and/or concrete cap wherever the soil at the Property is not otherwise covered with a building structure or the utility trench. Building structures will have concrete or other permanent, impermeable bases/supports. The asphalt and/or concrete cap will be designed in accordance with the August, 2011 Design Basis and Technical Specifications Asphaltic Concrete Cover For The Jones Parcel, to address remaining contaminated soils at the Property. The institutional controls implemented will be an Environmental Covenant that includes this Monitoring and Maintenance (M&M) Plan.

This M&M plan contains five (5) sections and two (2) appendices. Section 2.0 describes the monitoring and control systems. Section 3.0 contains the maintenance and inspection plan. Section 4.0 describes land use of the Property. Reporting is presented in Section 5.0. The appendices are as follows: Appendix A contains a figure; and Appendix B contains forms.

2.0 ENGINEERING CONTROLS

2.1 Utility Trench

The utility trench consists of a five foot wide four foot deep trench covered with plastic and filled in with clean soil.

2.2 Asphalt and/or Concrete Cap

The cap consists of a three (3) inch deep asphalt and/or concrete cap, which initially will extend across the entire Property (see Appendix A). The permanent cap will cover all remaining soil (not including the utility trench) after development of the structures on the Property.

3.0 MAINTENANCE AND INSPECTION PLANS

This section of the M&M plan describes the methods, procedures, and processes that must be used to inspect and maintain the engineering controls of the Property. Use of the Property must not damage the integrity of the asphalt and/or concrete cap. When intrusive activities outside of the utility trench are required, the extracted, impacted soil should be managed in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Removed soil in this area should not be placed back into the excavation, but be properly characterized for disposal and transported and disposed of at an appropriate disposal facility. The excavation should be backfilled with clean fill material and recapped with an impervious surface. Recapping of the area of excavation would not be necessary if all the impacted soil in the excavation area is removed to below applicable HSRA residential RRS to the water table for the regulated chemicals of concern. Intrusive activities must be performed by personnel with 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. Maintenance and inspection of the Property must be performed by person(s) experienced in the maintenance and inspection of the engineering controls at the Property through both professional training and educational experience sufficient to evaluate the condition of the Property as it relates to the requirements set forth below. Minimum experience requires the inspector be a Georgia certified Professional Engineer.

Maintenance and inspection activity documentation includes the M&M Inspection Log form and Maintenance Record form. Inspection logs include the date of the inspection, name of the inspector(s), component inspected, weather conditions, condition of the item inspected, notation of any damages requiring attention and indicate if the noted damage would be classified as Major Damage, as that term is defined below in Section 3.1, 3.2 and 3.3. A copy of the M&M Inspection Log form is in Appendix B. Maintenance records include the dates repairs were initiated and completed, and the name of the person recording the information. Comments describing the severity of the damage (i.e.: major) must also be noted on the maintenance record along with a description of the repairs. A copy of the Maintenance Record form is in Appendix B.

3.1 Utility Trench

It is necessary to maintain the integrity of the Utility Trench to avoid subsidence causing significant ponding and/or rupture of the plastic liner("Major Damage"). The Utility Trench must be inspected every year. The inspection must evaluate the trench to correct any excessive settling and water infiltration. Positive drainage must be maintained to prevent ponding. The results of the inspection must be recorded on the M&M Inspection Log form in Appendix B. All maintenance of the Utility Trench must be documented in a logbook and on Maintenance Record forms. If Major Damage is noted, repairs must be completed within sixty (60) days of discovery. All other items requiring repair must be completed within ninety (90) days of discovery. Repairs must be made in accordance with the good engineering practices and must be conducted by qualified personnel.

3.2 Asphalt and/or Concrete Cap

It is necessary to maintain the integrity and effectiveness of the asphalt and/or concrete cap to avoid cracks extending through the depth of the asphalt and/or concrete cap; and or failure of epoxy seal such that surface water comes in contact with contaminated soil ("Major Damage"), including making repairs as necessary. The asphalt and/or concrete cap must be inspected every year. The inspection must evaluate the asphalt and/or concrete cap to ensure adequate quantity and quality of the asphalt and/or concrete cap to correct excessive settling and other events and to minimize the likelihood of run on and run off causing material surface water infiltration. Positive drainage must be maintained across the asphalt and/or concrete cap to prevent ponding. The results of the inspection must be recorded on the M&M Inspection Log form in Appendix B. All maintenance of the concrete cap must be documented in a logbook and on Maintenance Record forms. If Major Damage is noted, repairs must be completed within sixty (60) days of discovery. All other items requiring repair must be completed within ninety (90) days of discovery. Repairs must be made in accordance with the good engineering practices and must be conducted by qualified personnel.

3.3 Granite Markers

The conservation easement mandates that the Property be fitted with markers identifying the Property as a "restricted area". Granite markers are to be placed on each corner of the Property boundary. The structural integrity of the markers must be maintained to avoid crushed, broken, or defaced markers making markers unreadable; markers removed from any corner of the Property boundary; and/or damage to asphalt or concrete, such that the marker can be removed ("Major Damage"). The granite markers are to be inspected every calendar year. The results of the inspection must be recorded on the M&M Inspection Log form in Appendix B. All maintenance of the granite markers must be documented in a logbook and on Maintenance Record forms. If Major Damage is noted, repairs must be completed within sixty (60) days of discovery. All other items requiring repair must be completed within ninety (90) days of discovery. Repairs must be made in accordance with good engineering practices and must be conducted by qualified personnel.

4.0 PLANNED USES OF PROPERTY

Any use of the Property must preserve the integrity and effectiveness of the utility trench and cap. The Property shall only be used for non-residential purposes on the ground floor with residential use restricted to upper floors. The Property must be inspected annually with regard to the use of the Property. Use of the Property must remain non-residential on the ground floor unless a change in use is approved by the Director.

- The inspection must verify the use of the Property by owners, tenants, and other occupants to be consistent with non-residential use on the ground floor.
- All lease agreements, and other agreements concerning the use of the Property, including contracts and informal agreements, must be reviewed to ensure they are consistent with the non-residential use on the ground floor.

The results of the inspection must be summarized in a Property use statement. Any future changes in use of the Property that materially impacts the engineering controls must be approved by EPD in accordance with Paragraph 2 of the Environmental Covenant. The M&M Plan must be reviewed and revised as appropriate. If it is determined the M&M Plan must be revised, the revised M&M Plan will be submitted to EPD for review and approval within sixty (60) days of the change in use.

The utility trench shall be marked and utilities shall be installed within the trench. The asphalt and/or concrete cap will be designed to have a minimum of three (3) inches of asphalt and/or concrete cover. The cap shall be designed to minimize the infiltration of surface water into the contaminated soils that remain on the Property. The cap may be penetrated in order to perform work necessary to implement the PPCAP Addendum; perform additional remediation; install, maintain, repair or replace utilities, structures and engineering controls; or for any other reason approved by EPD. All such activities must be performed in a manner to minimize the release or exposure to the regulated substances under the cap, in accordance with this Monitoring and Maintenance Plan. Appropriate vapor mitigation measures shall be implemented in any enclosed structures built on the Property.

5.0 REPORTING

5.1 Maintenance & Inspection Reporting

A maintenance and inspection report that includes each inspection event, along with a cover letter, must be submitted to EPD annually by December 30. In the cover letter for the maintenance and inspection report, the name, mailing address, telephone number, facsimile number, and e-mail of the person EPD should contact regarding the requirements associated with the Property must be provided to EPD.

The maintenance and inspection report must include the following signed certifications:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate that information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Authorized Signature

I certify that I am a qualified engineer who has received a baccalaureate or post-graduate degree in engineering, and have sufficient training and experience in designing and/or evaluating caps, as demonstrated by State registration and completion of accredited university courses, that enable me to make sound professional judgment regarding the effectiveness of engineering controls at this site. I also certify that this report meets the requirements set forth in the Monitoring and Maintenance Plan for the site. I further certify that this report was prepared by myself or by a subordinate working under my direction.

PE Signature and Seal

5.2 Compliance Reporting

A property use statement regarding compliance with the non-residential use on the ground floor must be submitted to EPD annually by December 30, with the annual maintenance and inspection report.

The property use statement must include the following signed certification:

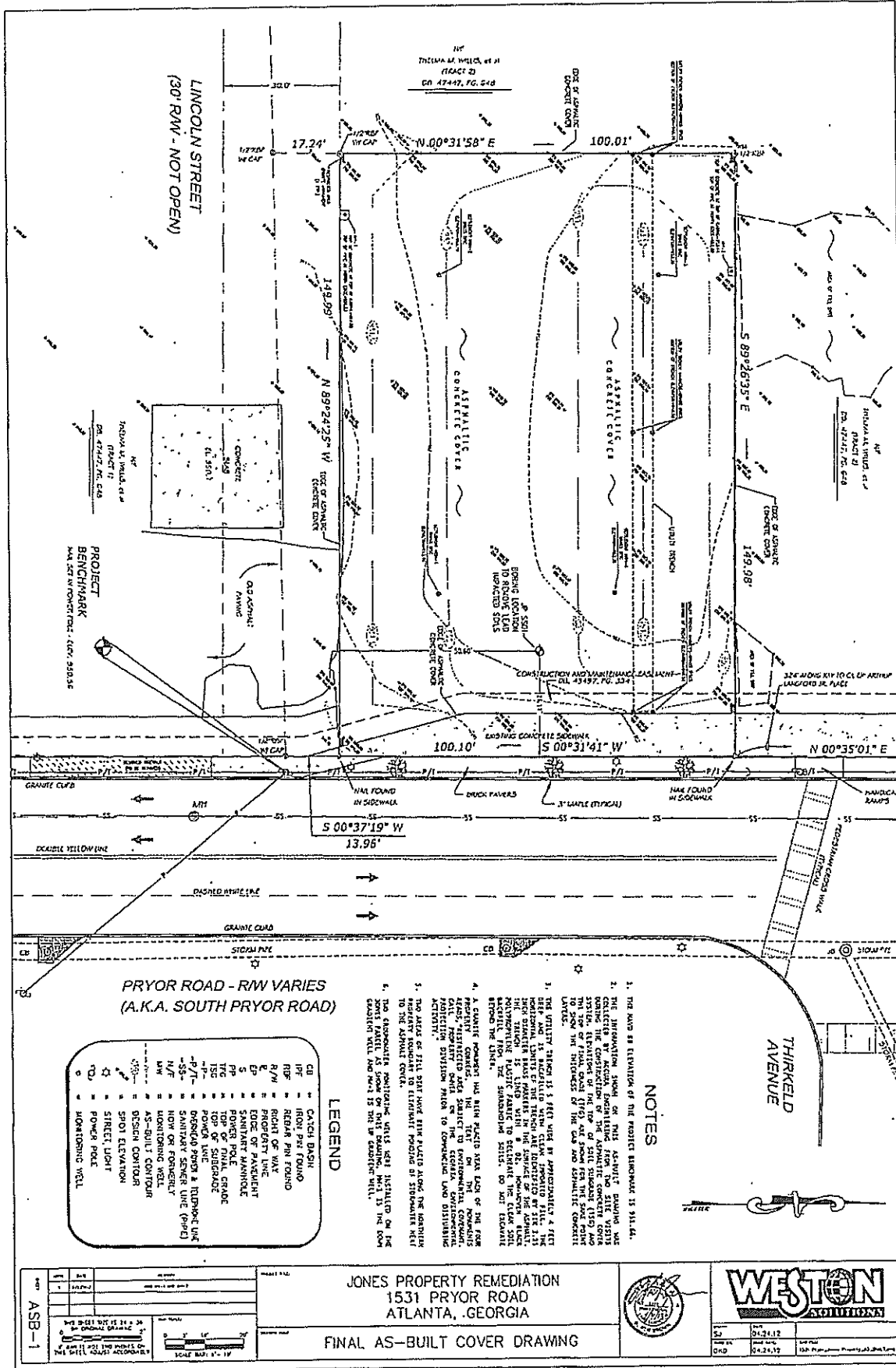
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate that information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Authorized Signature



APPENDIX A - FIGURE





PRYOR ROAD - R/W VARIES
(A.K.A. SOUTH PRYOR ROAD)

LEGEND

CB	CATCH BASIN
IPF	IRON PIPE FOUND
R/P	REBAR PIPE FOUND
P/W	POUR WALL
EP	EDGE OF PARAPET
S	SANITARY MANHOLE
PP	POWER POLE
TOP	TOP OF INTERIOR
TS	TOP OF SURFACE
TL	TOP OF LEAKAGE
N/W	NEW OR FORMERLY
N/E	NEW OR FORMERLY
N/W	MONITORING WELL
AS-BUILT	AS-BUILT CONTOUR
DESIGN	DESIGN CONTOUR
SPOT	SPOT ELEVATION
SL	STREET LIGHT
PO	POWER POLE
MD	MONITORING WELL

NOTES

1. THE ROAD BE ELEVATION OF THE PROJECT BENCHMARK IS 911.64.
2. THE INFORMATION SHOWN ON THIS AS-BUILT DRAWING WAS COLLECTED BY AERON ENGINEERING FROM TWO AS-BUILT VISITS CONDUCTED ON 04/24/12 AND 05/01/12. THE DATA WAS COLLECTED FROM THE TOP OF THE BUILDING (112) AND THE TOP OF THE ROAD (112). THE DATA WAS COLLECTED FROM THE TOP OF THE ROAD (112) AND THE TOP OF THE BUILDING (112). THE DATA WAS COLLECTED FROM THE TOP OF THE ROAD (112) AND THE TOP OF THE BUILDING (112).
3. THE UTILITY TRENCH IS 4 FEET WIDE BY APPROXIMATELY 4 FEET DEEP. THE TRENCH IS LOCATED AT THE CORNER OF THE BUILDING AND THE ROAD. THE TRENCH IS LOCATED AT THE CORNER OF THE BUILDING AND THE ROAD. THE TRENCH IS LOCATED AT THE CORNER OF THE BUILDING AND THE ROAD.
4. A CHANGE ORDER HAS BEEN PLACED WITH EACH OF THE FROM PROPERTY OWNERS. THE TEXT ON THE DRAWING IS SUBJECT TO CHANGE. THE PROPERTY OWNERS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE PROPERTY OWNERS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
5. TWO WELLS OR PITS SHALL HAVE BEEN PLACED ALONG THE BENCHMARK PROPERTY BOUNDARY. THE WELLS SHALL BE INSTALLED BY THE CONTRACTOR. THE WELLS SHALL BE INSTALLED BY THE CONTRACTOR. THE WELLS SHALL BE INSTALLED BY THE CONTRACTOR.

JONES PROPERTY REMEDIATION
1531 PRYOR ROAD
ATLANTA, GEORGIA

FINAL AS-BUILT COVER DRAWING

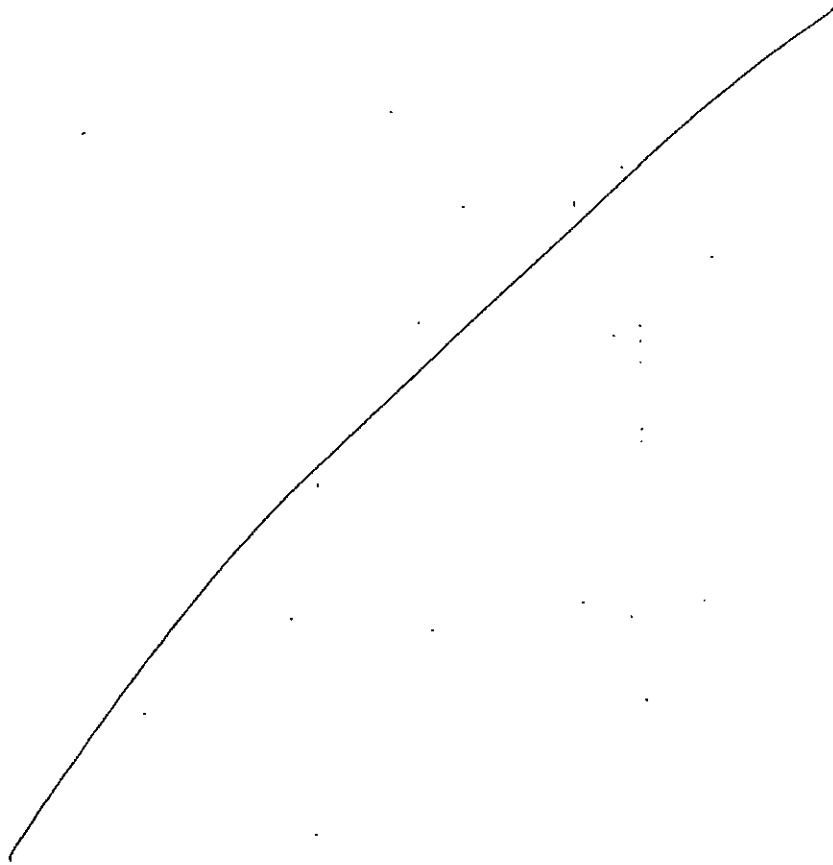


WESTON SOLUTIONS

DATE: 04/24/12
DRAWN BY: [Name]
CHECKED BY: [Name]

ASB-1

APPENDIX B- FORMS



PRYOR ROAD RETAIL CENTER
TAX PARCEL ID #14-0072-0002-023-4
M&M INSPECTION LOG

Date: _____

Time: _____

Weather _____

Inspector(s) _____

Component Inspected	Condition of Component	Check for Major Damage
Asphalt and/or Concrete Cap		
Utility Trench		
Granite Markers		

Comments:

This Inspection Log was prepared in accordance with the requirements and obligations in the Monitoring and Maintenance Plan for the Site.

(Name), PE

PRYOR ROAD RETAIL CENTER
 TAX PARCEL ID #14-0072-0002-023-4
 MAINTENANCE RECORD FORM

Date: _____

Weather _____

Inspector(s) _____

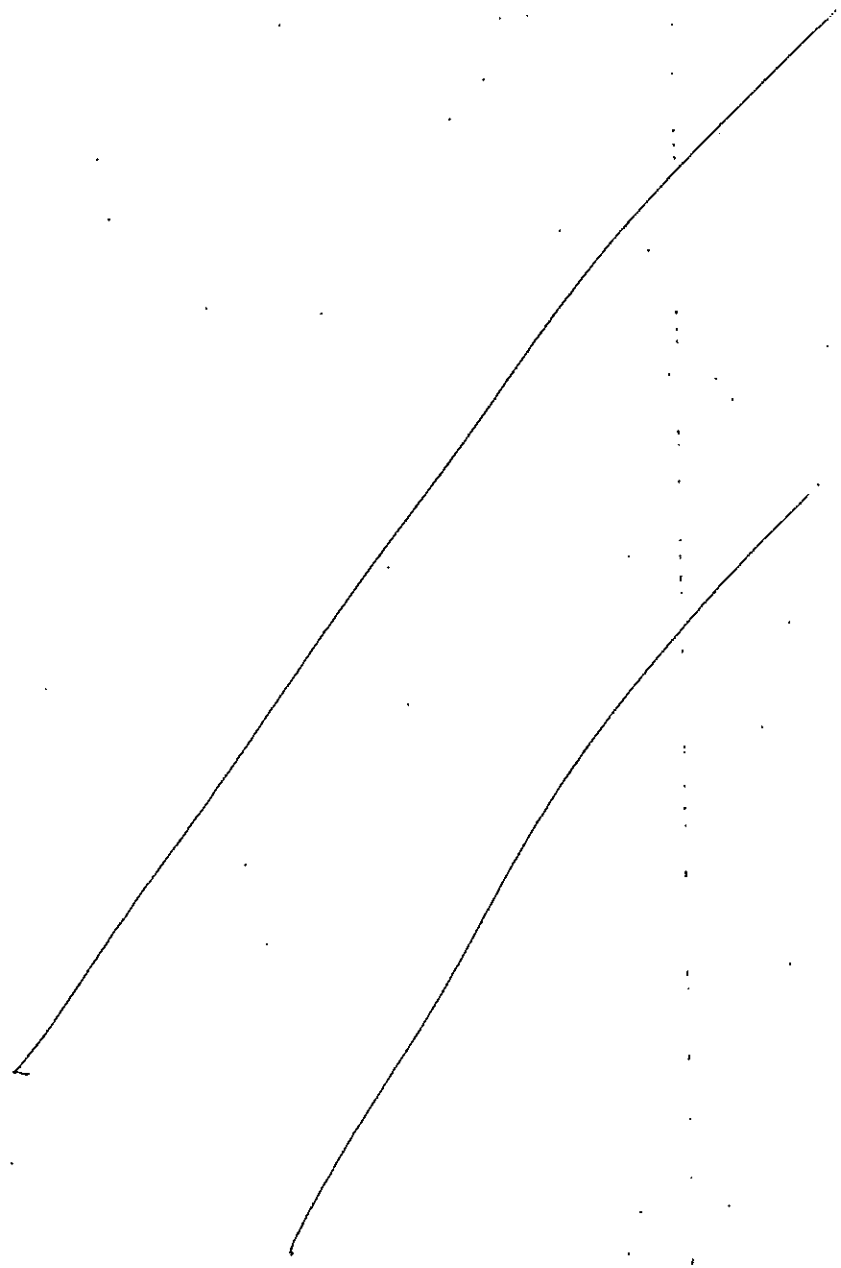
Component Inspected	Repair Dates		Inspector	Description of Repairs	Check for Major Damage
	Initiated	Completed			
Asphalt and/or Concrete Cap					
Utility Trench					
Granite Markers					

Comments:

This Maintenance Record Form was prepared in accordance with the requirements and obligations in the Monitoring and Maintenance Plan for the Site.

 (Name), PE

Exhibit C



Deed Book 51502 Pg 563
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT C

RESTRICTED AREA

SUBJECT TO ENVIRONMENTAL COVENANT

CALL PROPERTY OWNER

OR

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