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CINDY G BROWN
CLERK OF SUPERIOR COURT
COWETA COUNTY
RECEIVED
Georgia EPD

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

FEB 6 2015

Response and Remediation Program

Environmental Covenant

This instrument is an 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: ✓ Newnan Lofts Limited Partnership
817 West Peachtree Street, Suite 400
Atlanta, Georgia 30308
Attention: President

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:

The property subject to this Environmental Covenant is the Newnan Lofts Apartments (hereinafter "Property"), located on 110 Field Street in Newnan, Coweta County, Georgia. This tract of land consists of two parcels, the first of which was conveyed on April 27, 1999 from William V. Headley and Anita S. Headley to Newnan Lofts Limited Partnership recorded in Deed Book 1384, Page 0040, Coweta County Records. The second parcel is was conveyed on September 3, 2014 from CSX Corporation to Newnan Lofts Limited Partnership recorded in Deed Book 4128, Page 176, Coweta County Records. The area is located in the 5th Land District of Coweta County, Georgia. The two parcels are 12.98 acres and approximately 1.26 acres., developed with a multi-family apartment community. A complete legal description of the areas is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

N15 0001 001 Coweta 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 documents (collectively, the "Corrective Action"):

15/38

- Voluntary Investigation and Remediation Plan and Application dated April 2011.
- Voluntary Remediation Plan Semi-Annual Status Updates, dated February 15, 2012, August 15, 2012, February 15, 2013, August 15, 2013 and February 18, 2014.
- Voluntary Remediation Program Compliance Status Report, Newnan Lofts, dated September 2014 (the "CSR").
- EPD VRP Completion Letter
- Environmental Inspection and Maintenance Plan, Newnan Lofts, dated September 2014 (as the same may be amended from time to time, the "EIM Plan")

These documents are available at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1456 East Tower
Atlanta, GA 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 filing of an application to the Georgia Environmental Protection Division for acceptance into the Voluntary Remediation Program as a result of the presence of certain hazardous constituents or hazardous substances regulated under state law. Contact Newnan Lofts Limited Partnership 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 and the Georgia Voluntary Remediation Program Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Newnan Lofts Limited Partnership, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a releases of Arsenic, Lead, Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Indeno(1,2,3-cd)pyrene; trichloroethene; cis-1,2-dichloroethene; and trans-1,2-dichloroethene occurred on the Property. Arsenic, Lead, Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Indeno(1,2,3-cd)pyrene trichloroethene, cis-1,2-dichloroethene and trans-1,2-dichloroethene 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 for soil consists of a combination of engineering and institutional controls. The engineering controls consist of a: concrete or asphalt cap in certain portions of the Property in designated areas that exceed a residential risk reduction standard, a protective layer of covering rocks has been installed within the limits of trees where root systems cannot be disturbed; and the installation of fencing around areas where itinerant use standards can be met but which exceed residential risk reduction standards. Institutional controls consist of restrictions on excavation, which includes any subsurface work to be performed in accordance with the EIM Plan. Institutional controls also include the installation and maintenance of a fence around the storm water pond, posting of "no fishing or swimming" signs, and maintenance of the spill ways from the pond.

Grantor, Newnan Lofts Limited Partnership, hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Newnan Lofts Limited Partnership and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Newnan Lofts Limited Partnership makes the following declaration as to limitations, restrictions, and uses to which the Property 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 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 Newnan Lofts Limited Partnership and EPD, Newnan Lofts Limited Partnership and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Newnan Lofts Limited Partnership 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) day advance written notice to EPD of the Owner's intent to convey any interest in the Property other than conveyances pursuant to leases for residential or commercial units located on 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) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s) for work at the Property that involves soil excavation, or propose any site work that would require excavation at the Property. In connection with residential and commercial leases for units located on the Property, the Owner shall include in such leases the language required pursuant to the EIM Plan.
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 provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. Annually, by no later than January 30 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EIM Plan including, but not limited to: maintenance and inspection activities and documentation stating whether or not the limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited are set forth in the EIM Plan and any subsequent revisions thereto.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
7. Permanent Markers. Permanent markers consisting of surveyor markers on each side of the area of the Property that is fenced as an engineering control as depicted on Exhibit C hereto shall be installed and maintained that 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 Newnan Lofts, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
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 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 Property subject to the covenant, (2) each person in possession of the real property subject to the covenant other than residential and commercial tenants of the Property, (3) each municipality, county, consolidated government, or other unit of local government in which the Property is located, and (4) each owner in fee simple whose property abuts the Property.
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 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.*
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 by EPD in the Property that is subject to the Environmental Covenant. 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 which is free, clear and unencumbered (other than matters reflected in the real property records);

- 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 10 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 1154 East Tower
Atlanta, GA 30334

Newnan Lofts Limited Partnership
817 West Peachtree Street, Suite 400
Atlanta, Georgia 30308
Attention: President

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 9th day of October, 2014.

Signed, sealed, and delivered in the presence of:

For Grantor:

[Signature]
Unofficial Witness (Signature)

G. Gardiner Thompson
Unofficial Witness Name (Print)

817 W. Peachtree Street
Suite 400
Atlanta, GA 30308
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: Jan. 21, 2018

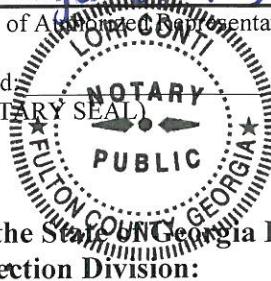
Newnan Lofts Limited Partnership
Name of Grantor (Print)

[Signature]
Authorized Representative (Signature)

James R. Borders
Authorized Representative Name (Print)

Manager of its sole general partner
Title of Authorized Representative (Print)

Dated: _____
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

For the State of Georgia Environmental Protection Division:

[Signature]
Unofficial Witness (Signature)

Doraleen S. Kirkland
Unofficial Witness Name (Print)

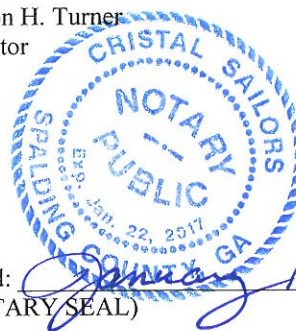
2 Martin Luther King Jr Dr
Suite 1456
Atlanta GA 30334
Unofficial Witness Address (Print)

Cristal Sailors
Notary Public (Signature)

My Commission Expires: 1/22/17

[Signature]
(Signature)

Judson H. Turner
Director



Dated: January 14, 2015
(NOTARY SEAL)

Exhibit A
Legal Description

(see attached)

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE FIFTH LAND DISTRICT OF COWETA COUNTY, GEORGIA, AND IN THE CITY OF NEWNAN, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED WITH REFERENCE TO A PLAT OF SURVEY PREPARED BY PATTON, PATTON AND BURCHFIELD, INC., DATED OCTOBER 12, 1985 AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON ROD FOUND LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF CSX RAILROAD (FORMERLY THE ATLANTIC AND WEST POINT RAILROAD) AND THE SOUTHERN RIGHT-OF-WAY OF BERRY AVENUE AND RUNNING THENCE SOUTH 88 DEGREES 01 MINUTES 05 SECONDS EAST A DISTANCE OF 35.07 FEET TO AN IRON PIPE FOUND; THENCE RUNNING SOUTH 05 DEGREES 24 MINUTES 23 SECONDS WEST A DISTANCE OF 129.34 FEET TO AN IRON PIPE FOUND; THENCE RUNNING SOUTH 87 DEGREES 35 MINUTES 13 SECONDS EAST A DISTANCE OF 485.74 FEET TO A POINT LOCATED ON THE WESTERLY RIGHT-OF-WAY OF MURRAY STREET, THENCE RUNNING ALONG SAID RIGHT-OF-WAY SOUTH 05 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 11.75 FEET TO A POINT; THENCE SOUTH 05 DEGREES 39 MINUTES 11 SECONDS WEST A DISTANCE OF 95.47 FEET TO A POINT; THENCE SOUTH 08 DEGREES 27 MINUTES 36 SECONDS WEST A DISTANCE OF 119.01 FEET TO A POINT; THENCE SOUTH 21 DEGREES 51 MINUTES 44 SECONDS WEST A DISTANCE OF 69.83 FEET TO A POINT; THENCE SOUTH 24 DEGREES 17 MINUTES 07 SECONDS WEST A DISTANCE OF 175.96 FEET TO A POINT; THENCE SOUTH 31 DEGREES 42 MINUTES 53 SECONDS WEST A DISTANCE OF 72.21 FEET TO A POINT; THENCE SOUTH 34 DEGREES 38 MINUTES 17 SECONDS WEST A DISTANCE OF 22.50 FEET TO AN IRON PIPE FOUND DEPARTING SAID RIGHT-OF-WAY AND RUNNING THENCE SOUTH 72 DEGREES 24 MINUTES 44 SECONDS WEST A DISTANCE OF 81.76 FEET TO A IRON PIPE FOUND; THENCE SOUTH 48 DEGREES 56 MINUTES 25 SECONDS WEST A DISTANCE OF 109.25 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 40 DEGREES 47 MINUTES 36 SECONDS EAST A DISTANCE OF 48.20 FEET TO AN IRON ROD FOUND; THENCE SOUTH 13 DEGREES 38 MINUTES 40 SECONDS WEST A DISTANCE OF 110.40 FEET TO AN IRON PIPE FOUND LOCATED ON THE WESTERN RIGHT-OF-WAY OF MURRAY STREET; THENCE DEPARTING SAID RIGHT-OF-WAY AND RUNNING THENCE SOUTH 32 DEGREES 09 MINUTES 27 SECONDS WEST A DISTANCE OF 130.86 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 13 DEGREES 37 MINUTES 29 SECONDS WEST A DISTANCE OF 46.54 FEET TO AN IRON PIN FOUND; THENCE NORTH 79 DEGREES 52 MINUTES 07 SECONDS WEST A DISTANCE OF 20.00 FEET TO AN IRON PIPE FOUND; THENCE NORTH 79 DEGREES 52 MINUTES 07 SECONDS WEST A DISTANCE OF 19.99 FEET TO AN IRON PIN SET; THENCE NORTH 10 DEGREES 16 MINUTES 18 SECONDS EAST A DISTANCE OF 13.08 FEET TO AN IRON PIN SET; THENCE NORTH 79 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 78.00

FEET TO AN IRON PIN SET; THENCE SOUTH 13 DEGREES 04 MINUTES 14 SECONDS WEST A DISTANCE OF 258.72 FEET TO AN IRON PIN FOUND; THENCE NORTH 76 DEGREES 29 MINUTES 47 SECONDS WEST A DISTANCE OF 6.68 FEET TO A POINT; THENCE SOUTH 12 DEGREES 53 MINUTES, 37 SECONDS WEST A DISTANCE OF 20.03 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 12 DEGREES 53 MINUTES 37 SECONDS WEST A DISTANCE OF 85.78 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 12 DEGREES 53 MINUTES 37 SECONDS WEST A DISTANCE OF 25.05 FEET TO AN IRON PIN FOUND; THENCE NORTH 75 DEGREES 30 MINUTES 02 SECONDS WEST A DISTANCE OF 5.09 FEET TO A FENCE CORNER; THENCE NORTH 75 DEGREES 30 MINUTES 02 SECONDS WEST A DISTANCE OF 34.78 FEET TO AN "T" BEAM FOUND; THENCE SOUTH 04 DEGREES 43 MINUTES 35 SECONDS WEST A DISTANCE OF 9.85 FEET TO A FENCE CORNER; THENCE NORTH 76 DEGREES 27 MINUTES 47 SECONDS WEST A DISTANCE OF 14.60 FEET TO A FENCE CORNER; THENCE NORTH 06 DEGREES 01 MINUTES 52 SECONDS EAST A DISTANCE OF 13.64 FEET TO A FENCE CORNER; THENCE NORTH 76 DEGREES 02 MINUTES 48 SECONDS WEST A DISTANCE OF 223.95 FEET TO AN IRON PIN SET ON THE EASTERLY RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE NORTH 15 DEGREES 48 MINUTES 21 SECONDS EAST A DISTANCE OF 710.00 FEET TO AN OFFSET IN THE WESTERLY WALL OF THE MILL BUILDING; THENCE NORTH 76 DEGREES, 37 MINUTES 48 SECONDS WEST 7.50 FEET ALONG THE BUILDING WALL; THENCE NORTH 14 DEGREES 12 MINUTES 56 SECONDS EAST 10.90 FEET ALONG THE BUILDING WALL TO A POINT; THENCE SOUTH 76 DEGREES 37 MINUTES 48 SECONDS EAST 7.80 FEET ALONG THE BUILDING WALL TO A POINT; THENCE NORTH 14 DEGREES 08 MINUTES 33 SECONDS EAST 120.50 FEET ALONG THE BUILDING WALL TO THE NORTHWEST CORNER OF THE MILL BUILDING; THENCE SOUTH 74 DEGREES 37 MINUTES 24 SECONDS EAST 3.50 FEET ALONG THE BUILDING WALL TO THE ORIGINAL EAST LINE OF THE RIGHT-OF-WAY OF SAID RAILROAD; AND THENCE NORTH 15 DEGREES 48 MINUTES 21 SECONDS EAST 560.96 FEET ALONG SAID RIGHT-OF-WAY TO AN IRON ROD FOUND AND THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12.9813 ACRES AS SHOWN ON THAT CERTAIN SURVEY FOR NEWNAN LOFTS MANAGEMENT, LLC, SUNTRUST BANK, ATLANTA, AND CHICAGO TITLE INSURANCE COMPANY PREPARED BY CHRISTOPHER BROTHERS SURVEYORS, BEARING THE SEAL AND CERTIFICATION OF JOHN R. CHRISTOPHER, GRLS NO.1766, DATED JANUARY 21, 1999, BEARING DRAWING NUMBER 99003, AND AS REVISED.

Together with:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOT 25, LAND DISTRICT 5, CITY OF NEWNAN, COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF CSX RAILROAD AND THE SOUTH LINE OF LAND LOT 25 AND RUN THENCE S 13° 17' 17" W ALONG SAID CENTERLINE OF CSX RAILROAD FOR A DISTANCE OF 1807.63' TO A POINT; RUN THENCE S 78° 35' 17" E FOR A DISTANCE OF 36' TO A POINT AND THE TRUE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED;

FROM SAID TRUE POINT OF BEGINNING RUN

THENCE North 13 degrees 17 minutes 17 seconds East for a distance of 840.00 feet TO AN IRON BOLT SET;

THENCE North 68 degrees 55 minutes 49 seconds East for a distance of 77.04 feet TO AN IRON BOLT SET ON THE EAST R/W OF CSX RAILROAD AND THE WEST LINE OF THE PROPERTY OF NEWNAN LOFTS LIMITED PARTNERSHIP;

THENCE South 13 degrees 15 minutes 52 seconds West for a distance of 40.00 feet ALONG SAID PROPERTY OF NEWNAN LOFTS LIMITED PARTNERSHIP AND THE EAST R/W OF CSX RAILROAD TO A BUILDING WALL;

THENCE North 77 degrees 09 minutes 54 seconds West for a distance of 3.50 feet ALONG SAID BUILDING WALL TO THE BUILDING CORNER;

THENCE South 11 degrees 36 minutes 03 seconds West for a distance of 120.50 feet ALONG THE FACE OF THE BUILDING WALL TO THE BUILDING CORNER;

THENCE North 79 degrees 10 minutes 17 seconds West for a distance of 7.80 feet TO THE BUILDING CORNER;

THENCE South 11 degrees 40 minutes 27 seconds West for a distance of 10.90 feet TO THE BUILDING CORNER;

THENCE South 79 degrees 10 minutes 17 seconds East for a distance of 7.50 feet TO THE BUILDING CORNER AND THE EAST R/W OF CSX RAILROAD;

THENCE South 13 degrees 15 minutes 52 seconds West for a distance of 710.00 feet ALONG SAID EAST R/W OF CSX RAILROAD AND THE WEST PROPERTY LINE OF NEWNAN LOFTS LIMITED PARTNERSHIP TO AN IRON PIN FOUND;

THENCE North 78 degrees 35 minutes 17 seconds West for a distance of 64.00 feet TO A POINT AND THE TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.254 acres.

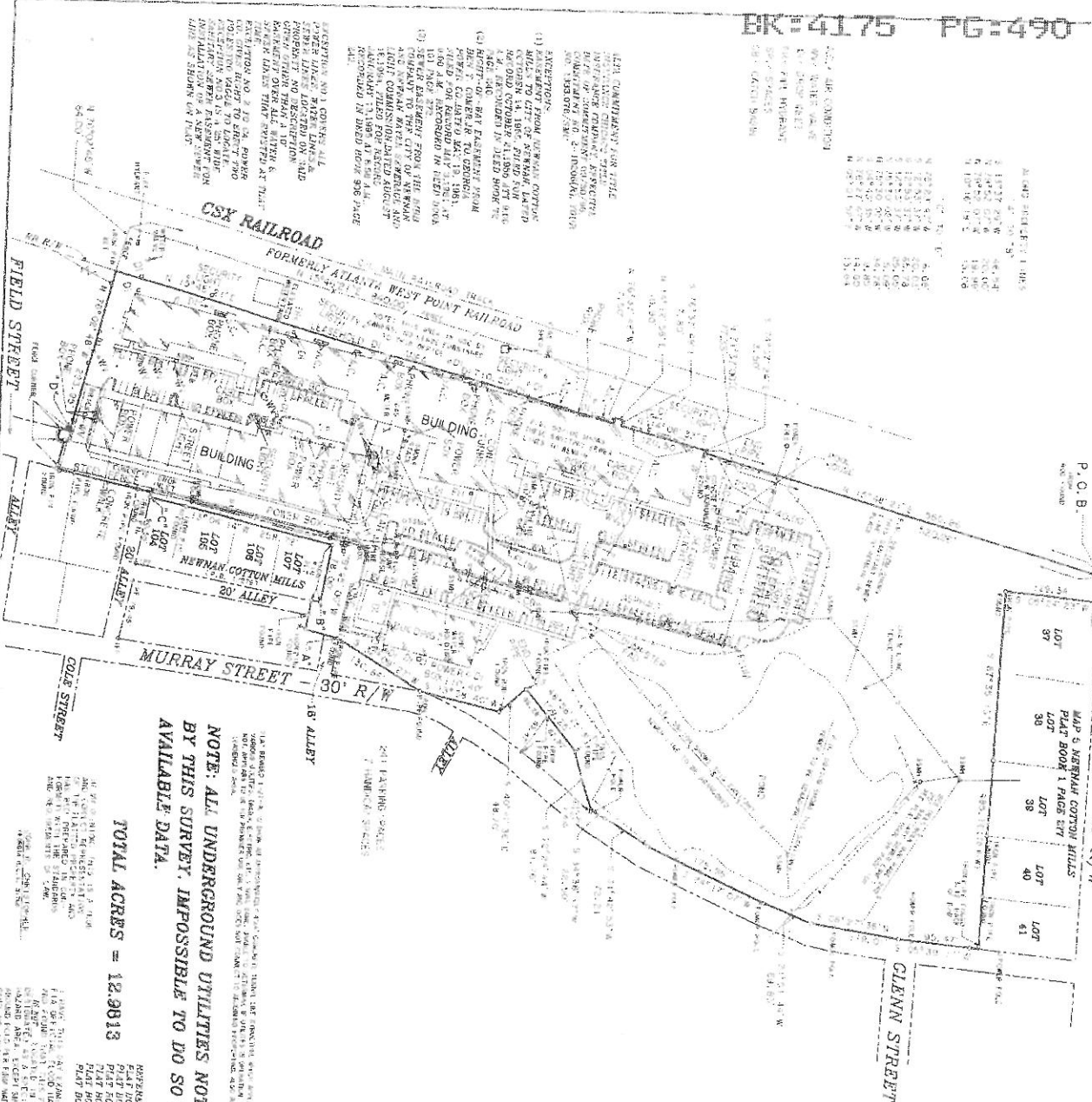
Exhibit B
Map of Property Area

(See attached)

EK:4175 PG:490

GRAPHIC SCALE - FEET
0 100 200 300 400 500 600 700 800 900 1000

AREA SHEET 1 OF 1
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100. 10.00



NOTE: ALL UNDERGROUND UTILITIES NOT LOCATED BY THIS SURVEY. IMPOSSIBLE TO DO SO WITH AVAILABLE DATA.

TOTAL ACRES = 12.9613

REFERENCE PLATS:
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PLAT 1009, 37 PAGES 82-83
PLAT 1010, 37 PAGES 84-85
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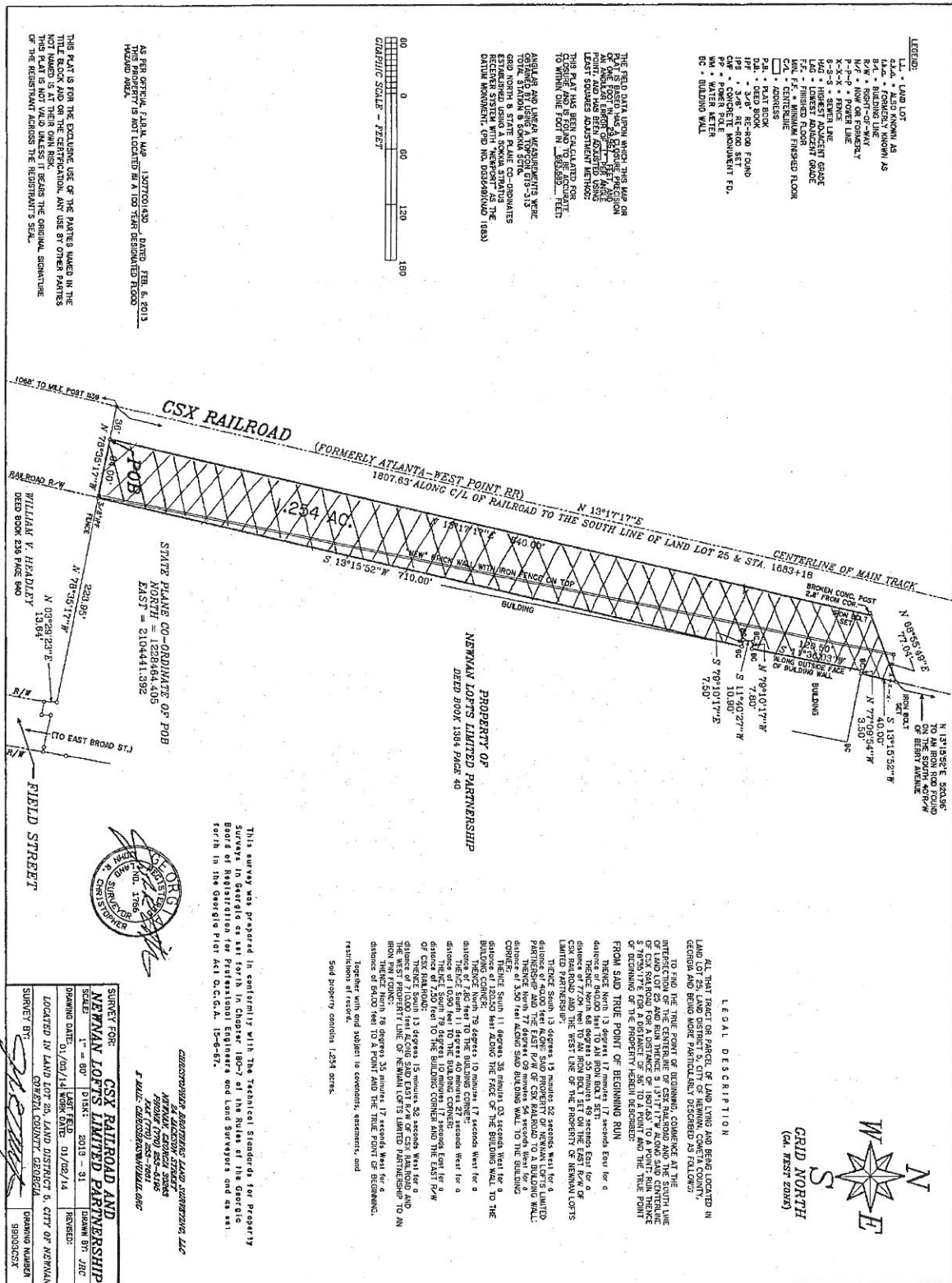


Exhibit C
Location of Markers

(See attached)

