

Deed Book 58425 Pg 474
Filed and Recorded Feb-01-2018 08:26am

2018-0039986
CATHELENE ROBINSON

Clerk of Superior Court
Fulton County, Georgia

After Recording Return to:

W. Scott Laseter, Esq.
Kazmarek Mowery Cloud Laseter LLC
1230 Peachtree Street NE, Suite 3600
Atlanta, GA 30309

NOTE TO CLERK:

Please cross-reference to
Deed Book 52429, Page 207 and
Deed Book 8117 Page 355
Fulton County, Georgia Records



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:

Selig Enterprises, Inc.
1100 Spring String NW, Suite 550
Atlanta, GA 30309

Grantee/ Holder:

Selig Enterprises, Inc.
1100 Spring String NW, Suite 550
Atlanta, GA 30309

**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 1054 East Tower
Atlanta, GA 30334

Parties with interest in the Property

Lutheran Brotherhood, a Minnesota
corporation

Property:

The property subject to this Environmental Covenant is located at 7700 Spalding Drive, Sandy Springs, Fulton County, Georgia and more particularly described on Exhibit "A" attached hereto and incorporated by reference (hereinafter "Property"). The Property was conveyed on

April 27, 1982 from The Gates, Ltd. to Selig Enterprises, Inc. and recorded in Deed Book 8117 Page 355 and revised in Deed Book 52429 Page 220, Fulton County Records. The Property is located in Land Lot 313 of the 6th District of Fulton County, Georgia and contains 8.63 acres. A map of the area is attached as Exhibit "B".

Tax Parcel Number:

06-0313 LL-009-1 of Fulton County, Georgia

Name and Location of Administrative Records:

The environmental conditions that are the subject of this Environmental Covenant are described in the Compliance Status Report ("CSR") and any subsequent revisions, addendums, modifications or amendments thereto ("CSR Documents"), including:

- Compliance Status Report Addendum & Corrective Action Plan, March 2004;
- Corrective Action Plan Addendum, August 2008;
- Revised Voluntary Remediation Program Application, May 2010; and
- Voluntary Remediation Program Compliance Status Report, Spalding Corners Shopping Center, 7700 Spalding Drive, Sandy Springs, Fulton County, Georgia, dated March 31, 2017.

These documents are available at the following location in the files for HSI No. 10639:

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

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory (HSI No. 10639) and 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 environmental conditions on this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act and 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 Selig Enterprises, Inc., its successors and assigns, and in favor of the State of Georgia, Department of Natural Resources, Environmental Protection

Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of acetone, chloroform, cis-1,2-dichloroethene, tetrachloroethene and trichloroethene, all of which 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). Corrective Action includes the implementation of institutional controls to protect human health and the environment, all as described in this Covenant.

Grantor, Selig Enterprises, Inc., hereby binds Grantor, its successors and assigns to the activity and use restrictions for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Holder and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA and the Rules. 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 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 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 Holder, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Holder or its successors or 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 shall provide written notice to EPD of the transfer of title to the Property no later than thirty days following the transfer. Additionally, the Owner shall not make any application for rezoning of the Property without first giving EPD notice at least thirty (30) business days in advance of said application. Owner further agrees not to make such an application for rezoning unless Owner has demonstrated to EPD that the proposed change in zoning would not result in concentrations of hazardous substances exceeding risk

reduction standards that would apply for the Property based on the use or uses contemplated by the application for rezoning.

3. Activity and Use Limitation(s). The Property shall not be used for residential purposes unless it is first demonstrated to EPD's satisfaction that there is no risk due to vapor intrusion by one or more of the following: vapor modeling based on conditions at the time, soil vapor sampling, and/or soil vapor mitigation. Otherwise the Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules. 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.
4. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
5. Right of Access. In addition to any rights already possessed by EPD and/or Holder, the Owner shall allow authorized representatives of EPD and/or Holder 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.
6. 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 Recorder 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) Holder, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the 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 the Environmental Covenant.
7. 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 Environmental Covenant is no longer necessary for the Property to comply with applicable 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.*
8. 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.
9. 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, except for the parties identified on the first page of this Environmental Covenant as "Parties with interest in the Property" (if any), the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered.
- 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 this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- f) 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

Selig Enterprises, Inc.
1100 Spring String NW, Suite 550
Atlanta, GA 30309

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 7th day of August, 2017.

Signed, sealed, and delivered in the presence
of:

For the Grantor:

(Seal)

[Signature]
Unofficial Witness (Signature)

Selig Enterprises, Inc., a Georgia Corporation
Name of Grantor (Print)

(Seal)

Tiffany Neuhoft
Unofficial Witness Name (Print)

[Signature]
Grantor's Authorized Representative
(Signature)

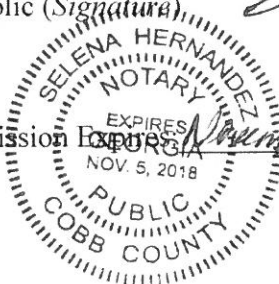
1100 Spring St. NW, Ste. 550, Atlanta, GA 30309
Unofficial Witness Address (Print)

Kenneth J. Clayman
Authorized Representative Name (Print)

[Signature]
Notary Public (Signature)

SVP, General Counsel and Secretary
Title of Authorized Representative (Print)

My Commission Expires November 8, 2018



Dated: August 7, 2017

(NOTARY SEAL)

Signed, sealed, and delivered in the presence
of:

For the State of Georgia

Environmental Protection Division:

Sydney Brogden
Unofficial Witness (Signature)

Richard E. Dunn (Seal)
(Signature)

Sydney Brogden
Unofficial Witness Name (Print)

Richard E. Dunn

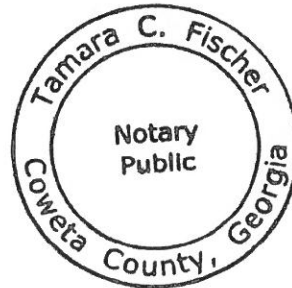
Director

2 MLK Jr. Dr SE
Atlanta, GA 30334
Unofficial Witness Address (Print)

Dated: 1-4-2018

(NOTARY SEAL)

Tamara C. Fischer
Notary Public (Signature)



My Commission Expires: 7-27-18

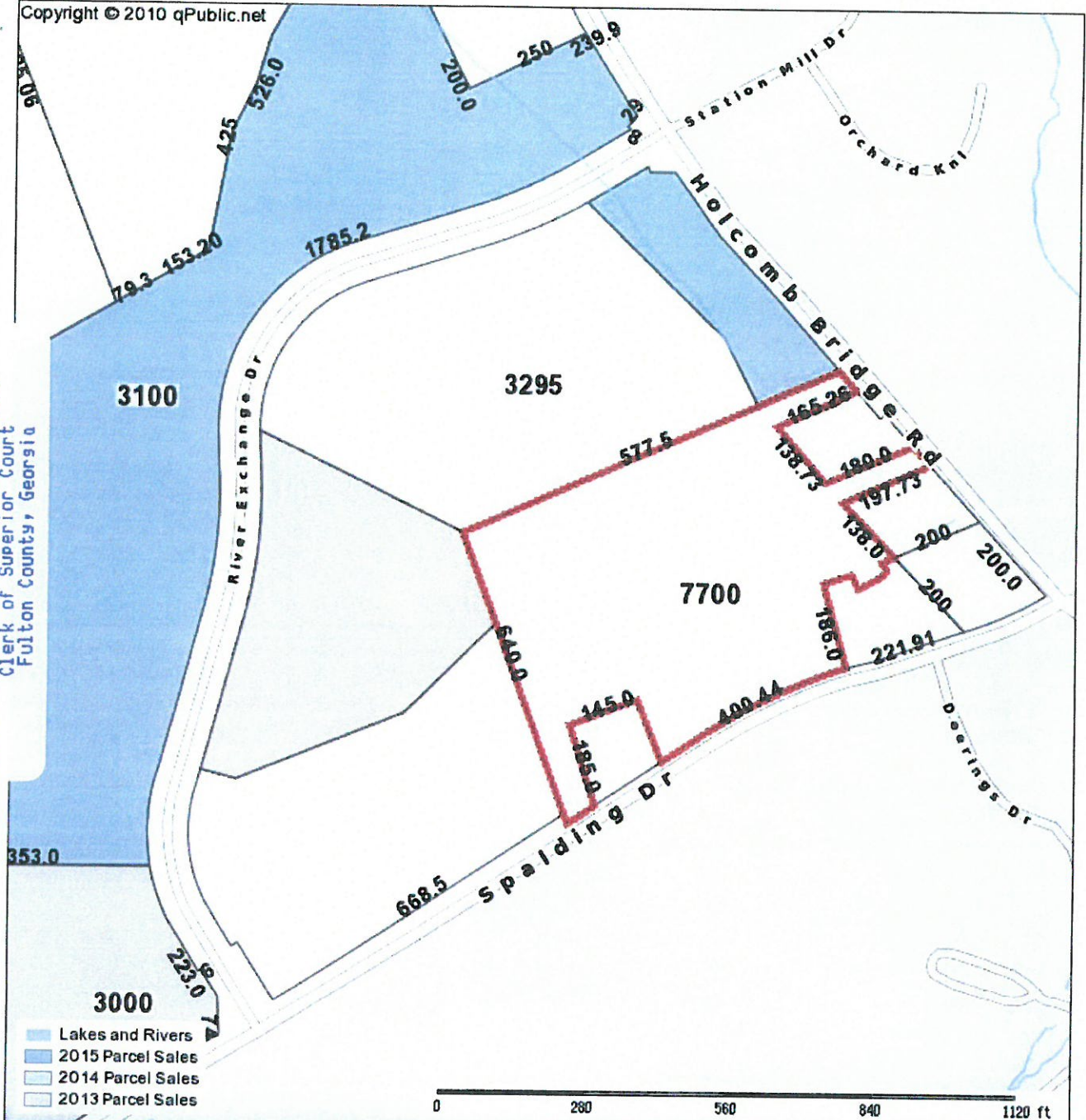
Exhibit A
Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot 313 of the 6th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the western right-of-way of Holcomb Bridge Road (Variable Right-of-Way) with the northern right-of-way of Spalding Drive (Variable Right-of-Way) and thence running along the northern right-of-way of Spalding Drive South 68° 36' 29" West a distance of 388.11 feet to a point; thence continuing along said right-of-way running South 68° 27' 19" West a distance of 33.79 feet to a point and iron pin found, said point being the **TRUE POINT OF BEGINNING**; thence from said **TRUE POINT OF BEGINNING** running along the northern right-of-way of Spalding Drive South 66° 17' 36" West a distance of 67.18 feet to a point; thence continuing along said right-of-way running South 61° 29' 39" West a distance of 101.44 feet to a point; thence continuing along said right-of-way running South 57° 10' 08" West a distance of 86.14 feet to a point; thence continuing along said right-of-way running South 54° 36' 00" West a distance of 145.73 feet to a point and iron pin found; thence continuing along said right-of-way running South 55° 17' 38" West a distance of 149.11 feet to a point and iron pin found; thence continuing along said right-of-way running South 54° 50' 54" West a distance of 65.87 feet to a point; thence departing said right-of-way running North 21° 34' 08" West a distance of 640.00 feet to a point and iron pin found; thence running North 66° 54' 19" East a distance of 788.77 feet to a point and iron pin found on the western right-of-way of Holcomb Bridge Road; thence running along the western right-of-way of Holcomb Bridge Road South 43° 22' 53" East a distance of 42.40 feet to a point; thence departing said right-of-way running South 66° 54' 18" West a distance of 164.81 feet to a point; thence running South 43° 08' 53" East a distance of 139.11 feet to a point and iron pin found; thence running North 67° 10' 04" East a distance of 179.77 feet to a point and iron pin found on the western right-of-way of Holcomb Bridge Road; thence running along the western right-of-way of Holcomb Bridge Road South 43° 49' 53" East a distance of 53.55 feet to a point; thence departing said right-of-way running South 67° 08' 18" West a distance of 197.73 feet to a point and iron pin found; thence running South 43° 49' 53" East a distance of 138.06 feet to a point and iron pin found; thence running South 68° 33' 22" West a distance of 144.83 feet to a point and iron pin found; thence running South 21° 21' 33" East a distance of 186.00 feet to a point and iron pin found on the northern right-of-way of Spalding Drive, said point being the **TRUE POINT OF BEGINNING**.

Said tract contain **9.02** acres as shown on plat of survey prepared for Selig Enterprises, Inc. by Dixon-Ross Surveying, J.B. Dixon, Georgia Registered Land Surveyor No. 1878, dated May 12, 1999.

Deed Book 58425 P. 482
CATHELINE ROBINSON
 Clerk of Superior Court
 Fulton County, Georgia



Fulton County Assessor

Parcel: 06 0313 LL0091 Acres: 8.63

Name:	SELIG ENTERPRISES INC	Land Value:	5079100
Site:	7700 SPALDING DR	Building Value:	2100400
Sale:		Misc Value:	
Mail:	1100 SPRING ST NW #550 ATLANTA, GA 30309-2848	Total Value:	7179500



Fulton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 06/09/17 : 12:32:24

Exhibit B
 (Parcel Map for 7700 Spalding Drive)