

After Recording Return to:

Coronet Way (E&A), LLC
1100 Abernathy Road, NE
Suite 875
Atlanta GA, 30328

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*, for the property identified below (hereinafter the "Property") as part of an environmental response project to address regulated substances released into the environment that have migrated onto the Property into the groundwater. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Owner of Property/Grantor:	Coronet Way (E&A), LLC 1100 Abernathy Road, NE Suite 875 Atlanta GA, 30328
Grantee/Holder:	Coronet Way (E&A), LLC 1100 Abernathy Road, NE Suite 875 Atlanta GA, 30328
Grantee/Entity with express power to enforce:	State of Georgia Department of Natural Resources Environmental Protection Division (hereinafter, "EPD") 2 Martin Luther King Jr. Drive, SE Suite 1152 East Tower Atlanta, GA 30334
Parties with interest in the Property:	Coronet Way (E&A), LLC 1100 Abernathy Road, NE Suite 875 Atlanta GA, 30328

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Property:

The property subject to this Environmental Covenant is the Coronet Way Property Assemblage located at 2265 and 2275 Marietta Blvd NW in Atlanta, Fulton County, Georgia (hereinafter "Property"). A complete legal description of the Property is attached as Exhibit A. A map of the Property is attached as Exhibit B.

The Property is approximately 11.8 acres and consists of the following tax parcels, which are subject to this Environmental Covenant:

17 0230 LL1526
17 0230 LL1534

Name and Location of Administrative Record:

The administrative record for the environmental response project is identified as file 261-0589, Coronet Way. This record is available for review at the following location:

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 was previously listed on the state's hazardous site inventory and was 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 Response 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 Coronet Way (E&A), LLC, its successors and assigns, Coronet Way (E&A), LLC, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required in accordance with the approved December 2015 Voluntary

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Remediation Program Application and Compliance Status Report and the documented release of tetrachloroethylene, trichloroethylene, cis-1,2 dichloroethylene and chloroform on the Property. Tetrachloroethylene, trichloroethylene, cis-1,2 dichloroethylene and chloroform 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 consisted of soil excavation and removal and institutional controls including the restriction of groundwater use to protect human health and the environment.

Grantor, Coronet Way (E&A), LLC, 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 the Coronet Way (E&A), LLC 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.

Coronet Way (E&A), LLC 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 Coronet Way (E&A), LLC, EPD, Coronet Way (E&A), LLC and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Coronet Way (E&A), LLC or its successors and assigns, Coronet Way (E&A), 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

Groundwater Use Limitation. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

General Provisions

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 limitation set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.

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Access. Grantor shall provide reasonable access to Grantee/Holder or its assigns to verify compliance with established activity and/or use limitations identified herein.

Effective Date. 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).

Benefit. This Environmental Covenant shall inure to the benefit of Grantee/Holder, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee/Holder 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.

Termination or Modification. This Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be amended or terminated, as appropriate, in accordance with O.C.G.A. § 44-16-1 *et seq.*

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.

Warranty. Grantor hereby represents and warrants to the other signatories hereto 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 and in accordance with O.C.G.A. § 44-16-1 *et seq.*

No EPD Interest in Property Created. 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;
- 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 O.C.G.A. § 44-16-7(a) with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-7(a).

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- 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

Coronet Way (E&A), LLC
1100 Abernathy Road, NE, Suite 875
Atlanta GA, 30328

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 12 day of DECEMBER, 2016.

Signed, sealed, and delivered in the presence

of:



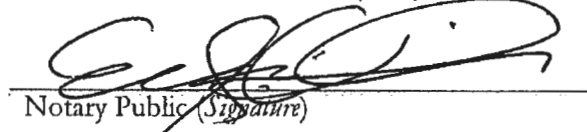
Unofficial Witness (Signature)

Victoria Racho

Unofficial Witness Name (Print)

JANIE CHUNG

Unofficial Witness Address (Print)



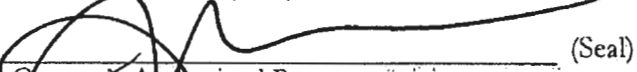
Notary Public (Signature)

My Commission Expires: 9/5/2017

For the Grantor:

CORONET WAY (E&A), LLC

Name of Grantor (Print)


_____ (Seal)

Grantor's Authorized Representative (Signature)

JODIE W. MCLEAN

Authorized Representative Name (Print)

CEO

Title of Authorized Representative (Print)

Dated: 12/12/2016

(NOTARY SEAL)

EVELYN SIOLO CHANDELLE HAWKINS
Notary Public-Maryland
Frederick County
My Commission Expires
September 05, 2017

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Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

Doral A. Kirkland
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

2 MLK Jr Dr.; Ste 1456

Atlanta GA 30334
Unofficial Witness Address (Print)

Stacey L Jones
Notary Public (Signature)

My Commission Expires: April 22, 2020

Richard E. Dunn (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 2-22-17
(NOTARY SEAL)

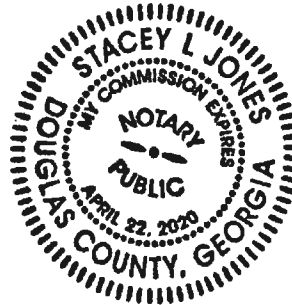


Exhibit A
Legal Description

**STAMP
ADDED
TO CAPTURE
IMAGE**

All that certain tract or parcel of land lying and being in Land Lot 230 of the 17th District, of Fulton County, Georgia, being shown as Lot 1, containing 5.439 acres, more or less, as more particularly described on that certain plat entitled "REPLAT SURVEY OF: FULTON COUNTY PARCEL #: 17 023000010724, 17 023000010542, 2400, 2390, 2380, 2372, 2358, 2346 & 2338 CORONET WAY, 2256 & 2275 MARIETTA BOULEVARD, 2555 BOLTON ROAD", prepared by Lowery & Associates Land Surveying, LLC, dated December 3, 2015, recorded February 12, 2016, in the Clerk of Superior Court for Fulton County, Georgia in Plat Book 387 at Page 19.

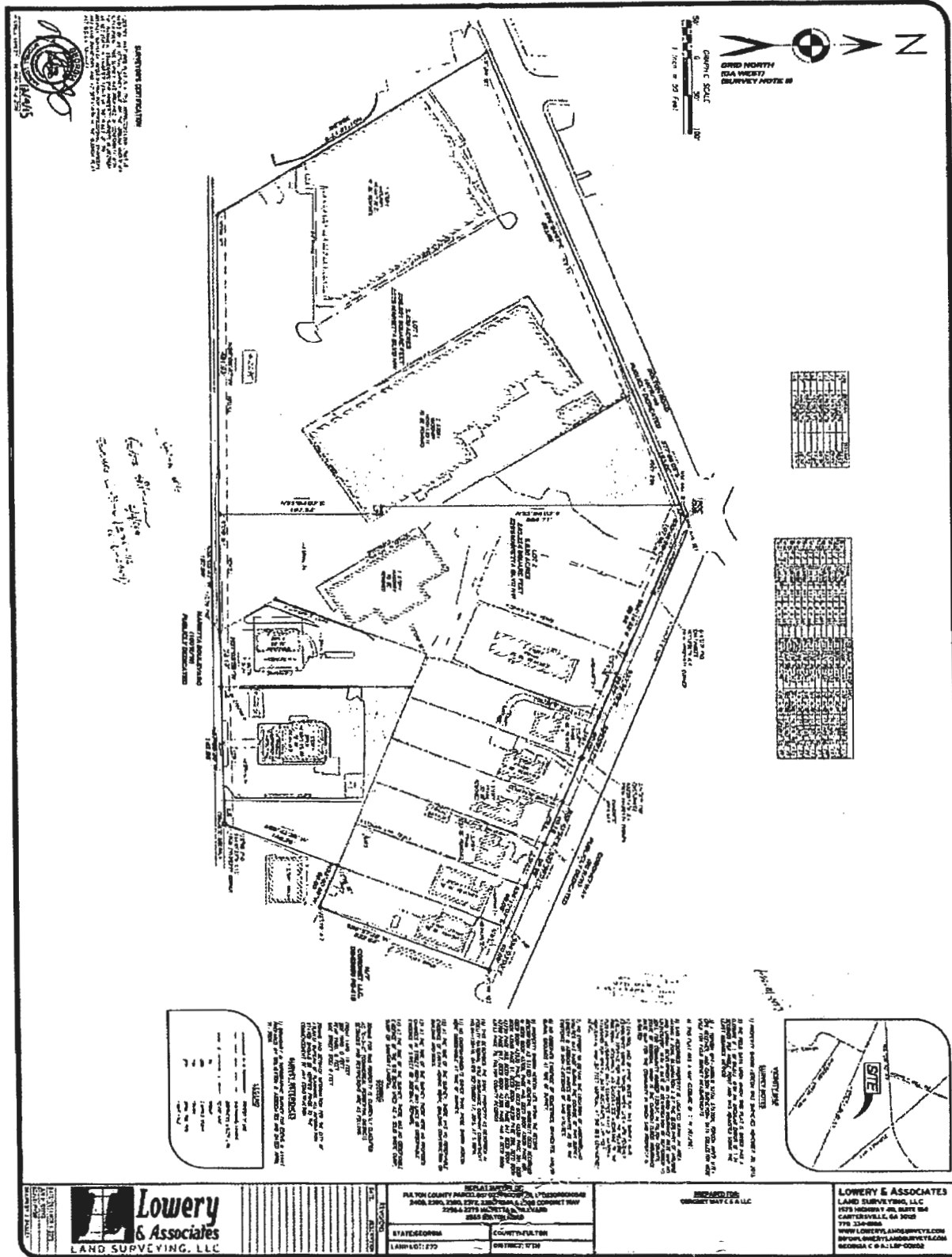
AND

All that certain tract or parcel of land lying and being in Land Lot 230 of the 17th District, of Fulton County, Georgia, being shown as Lot 2, containing 5.630 acres, more or less, as more particularly described on that certain plat entitled "REPLAT SURVEY OF: FULTON COUNTY PARCEL #: 17 023000010724, 17 023000010542, 2400, 2390, 2380, 2372, 2358, 2346 & 2338 CORONET WAY, 2256 & 2275 MARIETTA BOULEVARD, 2555 BOLTON ROAD", prepared by Lowery & Associates Land Surveying, LLC, dated December 3, 2015, recorded February 12, 2016, in the Clerk of Superior Court for Fulton County, Georgia in Plat Book 387 at Page 19.

Exhibit B
Map

**STAMP
ADDED
TO CAPTURE
IMAGE**

Deed Book 57282 Pg 491
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia



I hereby certify the within and foregoing to be a true, correct and complete copy of the original that appears in DE BK 57282 PG 491 in this office this 4th day of April 2017

Cathelene Robinson Clerk of Superior Court, Fulton County, GA

By Bonita Cameron Deputy Clerk

not valid unless signed in red ink