

After Recording Return to:

Clinton Taw Cole
Hartman Simons & Wood LLP
6400 Powers Ferry Rd. NW, Suite 400
Atlanta, Georgia 30339

NOTE TO CLERK:

Please cross-reference to
Deed Book 23097, Page 337 and
Deed Book 42589, Page 464
Fulton County, Georgia Records

Deed Book ~~51150~~ Pg 216
Filed and Recorded Apr-30-2012 07:41am
2012-0115775
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

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:

Ironworks International, Inc.
1085 Howell Mill Road
Atlanta, GA 30318

Grantee/Holder:

Ironworks International, Inc.
1085 Howell Mill Road
Atlanta, GA 30318

**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 1152 East Tower
Atlanta, GA 30334

Parties with interest in the Property:

Providence Bank
4955 Windward Parkway
Alpharetta, GA 30004

Property:

The property subject to this Environmental Covenant is located at 1085 Howell Mill Road, Atlanta, Fulton County, Georgia and more particularly described on **Exhibit "A"** attached hereto and incorporated by reference (hereinafter "Property"). The Property was conveyed on August 29, 1997 from Pamela Gene Poss McGahee and Patricia Edna Poss Parsons as Co-Trustees of the Charles Thomas Poss, Sr. Trust Created Under the Last Will and Testament of

Charles Thomas Poss, Sr., deceased, to Ironworks International, Inc. and recorded in Deed Book 23097 Page 337, Fulton County Records. The Property is located in Land Lot 150 of the 17th District of Fulton County, Georgia, and contains 1.574 acres. A map of the area is attached as Exhibit "B".

Tax Parcel Number:

17-0150-0009-013-6 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 Corrective Action Plan and any subsequent revisions, addendums, modifications or amendments thereto ("CAP Documents"), including: (1) July 20, 2006 Corrective Action Plan (CAP), (2) August 13, 2008 Revised CAP, (3) February 8, 2010 Revised CAP Addendum, and (4) May 24, 2010 Response to Revised CAP Addendum Approval.

These documents are available at the following location:

Georgia Environmental Protection Division
Hazardous Sites Response Program
2 MLK Jr. Drive, SE, Suite 1462 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 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 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 Ironworks International, Inc., its successors and assigns, by Ironworks International, Inc., 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 release of lead, arsenic and cadmium was identified on Property, which became part of the "Welcome Years Site" listed on the Georgia Hazardous Sites Inventory (HSI No. 10637). Lead, arsenic and cadmium are each a "regulated substance" 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). Regulated substances above background concentrations have generally not been found in groundwater at the Property. The Corrective Action consists of the installation and maintenance of engineering controls (concrete cap) and allows use of the Site for residential or non-residential uses subject to the requirements set forth in the CAP.

Grantor, Ironworks International, Inc. (hereinafter "Ironworks"), 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.

Ironworks 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 Holder, EPD, Ironworks and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Holder or its successors or assigns, Ironworks 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. 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 materially change the use of the Property, apply for building permit(s), or propose any site work that would materially affect the Property.
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. Monitoring. As set forth in the CAP, a long-term Monitoring Plan has been developed for the Property requiring annual visual inspections of the Property.
5. Periodic Reporting. By December 31st following the effective date of this Environmental Covenant, and then by December 31st of each subsequent year, the Owner shall submit to EPD an Annual Report as specified in the CAP, which will document the conditions present and the need for any improvements at the Property to protect against exposure to impacted soils.
6. Activity and Use Limitation(s). The Property shall only be used for the purposes described in the CAP, and only if the requisite engineering controls are implemented consistent with the CAP. All use, development, preparation or excavation activities required for continued operation, reuse or redevelopment of the Site shall be undertaken in accordance with the engineering controls and other requirements set forth in the CAP to prevent exposure to lead, arsenic or cadmium impacted soils. The following are prohibited at the Property: (1) all activities that substantially interfere with the Corrective Action, Monitoring Plan, engineering and institutional controls, or other measures necessary set forth in the CAP to ensure the integrity of the Corrective Action; (2) all activities that may result in human exposures above those allowed by HSRA or the Rules subject to the use of the Property at that time, i.e., if the Property is being used for residential purposes, then the residential human exposure limits shall apply, or if the Property is being used for non-residential purposes, then the non-residential human exposure limits shall apply; and (3) all activities that would result in the release or exposure to the regulated substance that was contained as part of the Corrective Action, or create a new exposure pathway.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
8. Permanent Markers. Permanent markers on each side of the Property 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.
9. Right of Access. In addition to any rights already possessed by EPD and/or Holder, 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.
10. 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.

11. 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 and removes the Property from the Hazardous Site Inventory, 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.*
12. 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.
13. 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 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;
- c) 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;
- d) 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);
- 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
Hazardous Waste Management Branch
2 Martin Luther King Jr. Drive SE
Suite 1154 East Tower
Atlanta, GA 30334

Mr. Angelo Viale
Ironworks International, Inc.
1085 Howell Mill Road
Atlanta, GA 30318

[Signatures on following pages.]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15th day of August, 2011.

GRANTOR:

IRONWORKS INTERNATIONAL, INC., a Georgia corporation




Angelo Viale
President

Dated: August 15th, 2011

STATE OF GEORGIA
COUNTY OF FULTON

On this 15th day of August, 2011, I certify that Angelo Viale personally appeared before me, acknowledged that he is the President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Notary Public in and for the State of
Georgia, residing at _____
My appointment expires _____



[Signatures continue on following pages.]

GRANTEE/HOLDER:

IRONWORKS INTERNATIONAL, INC., a Georgia corporation



Angelo Viale
President

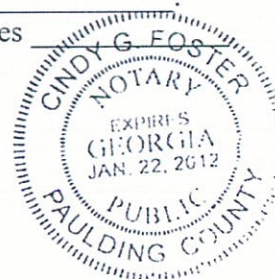
Dated: August 15th, 2011

STATE OF GEORGIA
COUNTY OF FULTON

On this 15th day of August, 2011, I certify that Angelo Viale personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the President of Ironworks International, Inc. to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Notary Public in and for the State of
Georgia, residing at _____
My appointment expires _____



[Signatures continue on following page.]

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Judson H. Turner
Signature

JUDSON H. TURNER
Print Name

DIRECTOR, EPD
Title

Dated: March 13, ~~2011~~ 2012

STATE OF GEORGIA
COUNTY OF FULTON

On this 13th day of March, ~~2011~~ 2012, I certify that Judson H. Turner personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Director [type of authority] of EPD [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Yolanda P. Fanning
Notary Public in and for the State of Georgia, residing at Henry County.
My appointment expires Sept. 29, 2013

Exhibit "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 150 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING AT A ½ INCH REBAR FOUND on the easterly right-of-way of Howell Mill Road (50 foot right-of-way), which ½ inch rebar found is located 350.89 southerly, as measured along the easterly right-of-way of Howell Mill Road, from the intersection formed by the easterly right-of-way of Howell Mill Road and the southeasterly right-of-way of Fourteenth Street (60 foot right-of-way) as Fourteenth Street is now presently located; running thence north 89° 39' 00" east a distance of 400.00 feet to an open top found; thence south 06° 25' 49" west a distance of 170.70 feet to an iron pin set; thence south 83° 10' 00" west a distance of 400.00 feet to a nail set on the easterly right-of-way of Howell Mill Road; continuing thence in a northerly direction along the easterly right-of-way of Howell Mill Road and following the curvature thereof an arc distance of 174.60 feet (which arc has a chord bearing of north 06° 17' 39" east and a chord distance of 173.95 feet) to a ½ inch rebar found on the easterly right-of-way of Howell Mill Road and the POINT OF BEGINNING.

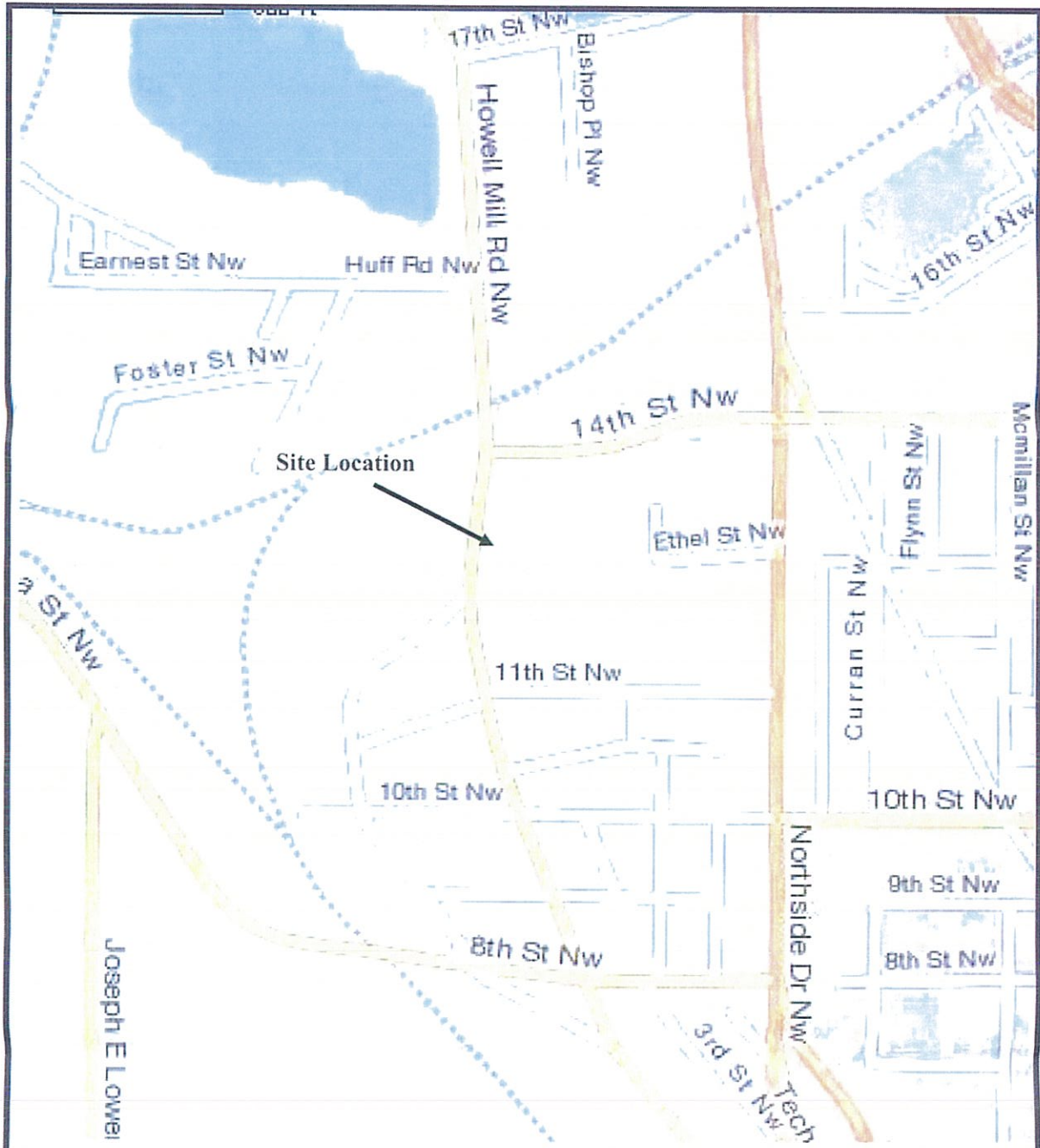
Said tract is described herein according to Plat of Survey for Ironworks International, Inc., The Money Store Investment Corporation, the U.S. Small Business Administration and Old Republic Title Insurance Company by McClung Surveying, Inc. dated August 18, 1997 and is delineated thereon as containing 1.574 acres.


The property herein conveyed is the same property as that conveyed by Willie Mae Poss to Charles T. Poss by Warranty Deed recorded in Deed Book 6195, page 472, Fulton County, Georgia Records and identified therein as first parcel, second parcel and third parcel and is a portion of the property conveyed to Grantors herein by Executor's Deed of Assent recorded at Deed Book 8793, page 356, Fulton County, Georgia records and by Corrective Deed of Assent recorded concurrently herewith.

Exhibit "B"

Map of the Area





Legend		Figure 1 – Street Map	Scale
September 3, 2010		Iron-Works International, Inc. 1085 Howell Mill Road Atlanta, Fulton County, Georgia	NTS
Project No.: 10-1466-77	SW	Oasis Environmental Services, LLC 45 Woodstock Street Roswell, Georgia 30075	

Cathelene Robinson
Clerk of Superior Court
Fulton County
136 Pryor Street SW

PLEASE RETAIN THIS RECEIPT, THANK YOU

CFN	Inst	Bk & Page	Amount
2012-115775	COVE AM	DE-51150-216	\$32.00
0000-000000	ADD CR	XX-00-00	\$4.00

Date Filed: Apr-30-2012 at 07:41am

Register/Trans: MAR 20120501-121
Presented By: HARTMAN SIMONS & WOODS

RECORDING	\$32.00
	=====
TOTAL FEES DUE	\$36.00
Payment for Recording Fees:	
Ck# 10228	\$36.00
	=====
TOTAL AMOUNT TENDERED	\$36.00
BALANCE DUE	\$0.00

OFFICIAL RECEIPT
Printed May-01-2012 at 12:41 PM