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PAID: 18.00

Susan D. Prouse, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

AFTER RECORDING RETURN TO:  
Edward A. Kazmarek  
McKenna Long & Aldridge LLP  
303 Peachtree Street, Suite 5300  
Atlanta, Georgia 30308

Please Cross Reference to:

Deed Book 219-I, Page 693, and

Deed Book 219-I, Page 700

#### DECLARATION OF RESTRICTIVE COVENANT AND NOTICE

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by  
ATLANTA GAS LIGHT COMPANY a Georgia Corporation (hereinafter referred to as  
"Declarant").

#### WITNESSETH:

WHEREAS, Declarant owns the property depicted on Exhibit "A" and particularly  
described on Exhibit "B" hereto attached and made a part hereof (the "Residential Property");  
and

WHEREAS, the Residential Property contains "hazardous substances" as defined under  
the Georgia Hazardous Site Response Act, O.C.G.A. §12-8-90, *et seq.*, and, accordingly,  
Declarant desires to restrict the use of the Residential Property as provided herein.

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NOW, THEREFORE, Declarant does hereby subject the Residential Property to the covenants, restrictions, easements and rights hereinafter stated:

1. Definitions. For purposes of this Declaration, the following terms shall have the following meanings, unless the context requires otherwise:

"AGLC" shall mean Atlanta Gas Light Company, a Georgia corporation, its successors and assigns.

"Director" shall mean the Director of EPD, as hereinafter defined.

"EPD" shall mean the Georgia Department of Natural Resources, Environmental Protection Division, as well as any successor state agency with responsibility for and jurisdiction over environmental matters.

"Hazardous Substances" shall have the same meaning as under HSRA, as hereinafter defined.

"HSRA" shall mean the Hazardous Site Response Act, O.C.G.A. § 12-8-90, *et seq.* and the rules and regulations promulgated thereunder.

2. Restrictive Covenant. Due to the presence of Hazardous Substances on adjacent properties that do not meet residential standards under HSRA, Declarant hereby prohibits the use or extraction of groundwater beneath the surface of the Residential Property as a source of drinking water or for any other purpose. The foregoing restriction is hereinafter referred to as the "Restrictive Covenant."

3. Improvements. Any and all improvements located in whole or in part on all or any portion of the Residential Property, and the construction, operation, use and maintenance of the Residential Property and such improvements, shall be subject to and shall comply with the Restrictive Covenant.

4. Covenant running with the land. Declarant acknowledges and agrees that the Restrictive Covenant is appurtenant to and runs with the land, and shall be binding and enforceable against all future owners of the Residential Property including Declarant, its successors and assigns, and any trustee appointed to manage the Residential Property. Should a transfer or sale of the Residential Property occur before such time as the Restrictive Covenant has been amended or revoked then said Restrictive Covenant shall be binding on the transferee(s) or purchaser(s).

The Restrictive Covenant shall inure to the benefit of EPD, AGLC and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns and AGLC or its successors and assigns in a court of competent jurisdiction.

5. Severability. In the event that any of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal has been or can be taken, the remainder of the Restrictive Covenant shall not be affected thereby and each term, covenant,

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condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6. General Provisions.

(a) Headings. The use of headings, captions and numbers in this Declaration is solely for the convenience of identifying and indexing the various provisions in this Declaration and shall in no event be considered otherwise in construing or interpreting any provision in this Declaration.

(b) Non-Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(c) Time of Essence. Time is of the essence of this Declaration.

(d) Applicable Law. This Declaration shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

7. Prior Covenants Revoked. Upon the recording of this instrument, the following restrictive covenants shall be terminated, revoked and of no further force and effect as to the Property described herein: (i) Declaration of Restrictive Covenants and Notice, dated March 14, 2001, and recorded in Deed Book 219-I, page 693, in the Office of the Clerk of Superior Court of Chatham County, Georgia, and (ii) Declaration of Restrictive Covenants and Notice, dated March 14, 2001, and recorded in Deed Book 219-I, page 700, in the Office of the Clerk of Superior Court of Chatham County, Georgia.

IN WITNESS WHEREOF, Declarant has signed and sealed this Declaration, all the day, month, and year first above written.

Signed, sealed and delivered  
in the presence of:

Unofficial Witness

Notary Public

(Notary Public)

My Commission Expires:  
Notary Public, DeKalb County, Georgia  
My Commission Expires Nov. 12 2003

DECLARANT

ATLANTA GAS LIGHT COMPANY  
a Georgia Corporation

By:

Name: Jeffrey P. Brown

Title: Vice President, Legal



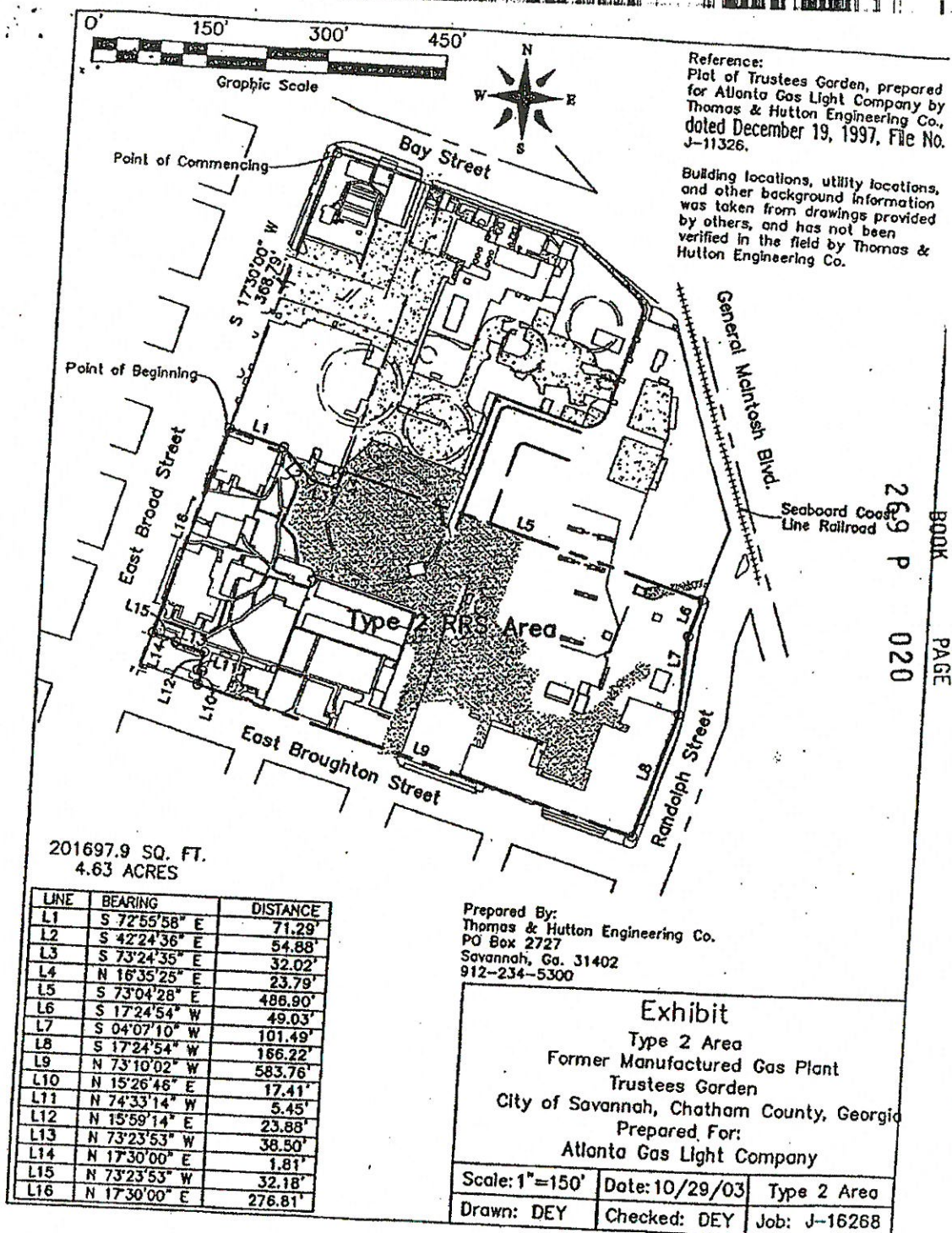


EXHIBIT A

**EXHIBIT B**

**Residential Property**

Commence at the intersection of the southerly right of way line of Bay Street, and the easterly right of way line of East Broad Street; thence proceed in a southerly direction along East Broad Street, S 17°30'00" W, a distance of 368.79 feet to a point; said point being the POINT OF BEGINNING; thence leave the easterly right of way line of East Broad Street, and run the following courses and distances: S 72°55'58" E a distance of 71.29 feet to a point; thence S 42°24'36" E a distance of 54.88 feet to a point; thence S 73°24'35" E a distance of 32.02 feet to a point; thence N 16°35'25" E a distance of 23.79 feet to a point; thence S 73°04'28" E a distance of 486.90 feet to a point on the westerly right of way line of Randolph Street; thence along the westerly right of way line of Randolph Street the following courses and distances: S 17°24'54" W a distance of 49.03 feet to a point; thence S 04°07'10" W a distance of 101.49 feet to a point; thence S 17°24'54" W a distance of 166.22 feet to a point at the intersection of the westerly right of way line of Randolph Street and the northerly right of way line of East Broughton Street; thence along the northerly right of way line of East Broughton Street, N 73°10'02" W a distance of 583.76 feet to a point; thence leave said right of way line, and run the following courses and distances: N 15°26'46" E a distance of 17.41 feet to a point; thence N 74°33'14" W a distance of 5.45 feet to a point; thence N 15°59'14" E a distance of 23.88 feet to a point; thence N 73°23'53" W a distance of 38.50 feet to a point; thence N 17°30'00" E a distance of 1.81 feet to a point; thence N 73°23'53" W a distance of 32.18 feet to a point on the easterly right of way line of East Broad Street; thence along the easterly right of way line of East Broad Street N 17°30'00" E a distance of 276.81 feet to the POINT OF BEGINNING, said area containing 201,697.9 square feet, or 4.63 acres more or less.

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