

After Recording Return to:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Amended Environmental Covenant

This instrument is an Amended Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, *et seq.* This Amended Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Amended Environmental Covenant shall be the date upon which the fully executed Amended Environmental Covenant has been recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor:

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303

Grantee:

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303

**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

Property:

The property subject to this Amended Environmental Covenant is located at 670 DeKalb Avenue, Atlanta, Fulton County, Georgia and more particularly described in **Exhibit "A"** attached hereto and incorporated by reference (hereinafter "Property"). A prior environmental covenant was granted by Aramark Uniform & Career Apparel, LLC (hereinafter "Original Grantor/Grantee") with respect to the Property and was filed and recorded on April 22, 2015 (hereinafter "Original Environmental Covenant") at Deed Book 54837, pages 445-454. This Amended Environmental Covenant is meant to supersede and replace the Original Environmental Covenant. This tract of land was conveyed on October 16, 2015 from Aramark Uniform & Career Apparel, LLC to Grantor by deed and recorded in DB 55501; Page 508 on October 23, 2015 in Fulton County Records. The

Property is located in Land Lot 20 of the 14th District of Fulton County, Georgia, and contains 1.74 acres. A map of the area is attached as **Exhibit "B."**

Tax Parcel Number(s):

14 -0020-0001-019-6 of Fulton County, Georgia

Name and Location of Administrative Records:

The environmental condition and corrective action taken at the Property that is the subject of this Amended Environmental Covenant are described in documents on file with the Georgia Environmental Protection Division, HSI Site No. 10704 and VRP No. 1286282662.

These documents are available 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 8:00AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

The Property was listed on the state's hazardous site inventory in 2001. Following corrective action, the Property was taken off the hazardous site inventory in May 2015.

This Amended Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor, its successors and assigns, Grantee, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Amended Environmental Covenant is required because of a release of tetrachloroethene and other volatile organic compounds at the Property. Tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, 1-2-dichloroethane, vinyl chloride, 1,1,1-trichloroethane, 1,1-dichloroethane, chloromethane, benzene, toluene, ethylbenzene, chlorobenzene, cyclohexane, naphthalene, isopropylbenzene, and xylenes (soil and groundwater) 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 taken to date is described in the documents on file at EPD as referenced above.

Grantor 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 Amended Environmental Covenant in favor of Grantee and EPD. EPD shall have full right of enforcement of the rights conveyed under this Amended 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 Amended 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 Amended 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 Amended Environmental 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 Amended Environmental Covenant has been amended or revoked then said Amended Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Amended Environmental Covenant shall inure to the benefit of Grantee, EPD, Grantor, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee or its successors and assigns, Grantor 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 Amended 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 and Grantee of the Owner's intent to convey title to the Property.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying title to the Property subject to this Amended Environmental Covenant shall contain a notice of the activity and use limitations sets for this in this Amended Environmental Covenant and shall provide the recorded location of the Amended Environmental Covenant.
4. Termination of the Original Environmental Covenant. The Original Environmental Covenant is by execution and recording of this Amended Environmental Covenant terminated and made null and void.
5. Periodic Reporting. Annually, by no later than December 31st following the effective date of this Amended Environmental Covenant, the Owner shall submit to EPD and Grantee an Annual Report, which certifies compliance with the activities and use limitations in this Amended Environmental Covenant.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses as defined in Section 391-3-19-.02 of the Rules until the Owner demonstrates to and obtains approval of EPD that contaminant concentrations meet applicable residential risk reduction standards.

Prior to constructing any occupied structures on the Property, the Owner shall assess whether the environmental conditions at the Property pose a potential vapor intrusion risk to future building occupants and, if such a potential vapor risk is determined to exist under EPD-approved standards,

shall coordinate with EPD to implement appropriate measures to mitigate any such potential vapor intrusion risk.

7. Groundwater Limitation. The use or extraction of ground water beneath the Property for drinking water, irrigation or livestock use, or for any other non-remedial purposes, shall be prohibited.
8. Right of Access. In addition to any rights already possessed by EPD and/or Grantee, the Owner shall allow authorized representatives of EPD and/or Grantee the right to enter the Property at reasonable times for the purpose of determining compliance with this Amended Environmental Covenant.
9. Recording of Amended Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Amended Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Amended 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) Grantee, (2) each person holding a recorded interest in the Property subject to the Amended Environmental Covenant, (3) each person in possession of the real property subject to the Amended Environmental Covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the Amended Environmental Covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Amended Environmental Covenant.
10. Termination or Modification. The Amended 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 Amended 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 Amended Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Amended Environmental Covenant. Furthermore, the act of approving this Amended 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 Amended 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 of monetary liens, but subject to all easements, rights of way, covenants, conditions, restrictions and obligations of record;

- 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 Amended Environmental Covenant;
- d) That this Amended 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 will serve each of the people or entities referenced in Section 10 above with an identical copy of this Amended Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That to Grantor's knowledge this Amended Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That to Grantor's knowledge this Amended Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Amended Environmental Covenant.
- h) Pursuant to O.C.G.A. § 44-16-10(a)(3), the Original Grantor/Grantee waived in a signed record the right to consent to this Amended Environmental Covenant, see Exhibit C.

Notices.

Any document or communication required to be sent pursuant to the terms of this Amended Environmental Covenant shall be sent to the following persons:

For Grantor:

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303

For Entity with express power to enforce:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

For Grantee:

Atlanta Beltline, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, Georgia 30303

Grantor has caused this Amended Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 14th day of April, 2016.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Valinda J. Brown
Unofficial Witness Name (Print)
100 Peachtree St. S-2300, ATL GA 30303

Henry Kwint-Ukwa
Unofficial Witness Address (Print)
100 Peachtree St. S-2300, ATL GA 30303

[Signature]
Notary Public (Signature)

My Commission Expires: February 17, 2018

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)
2 Martin Luther King Jr Dr
Ste 1456
Atlanta GA 30334

Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 5/18/2019

For the Grantor Atlanta BeltLine, Inc.

Paul F. Morris

Name of Grantor (Print)

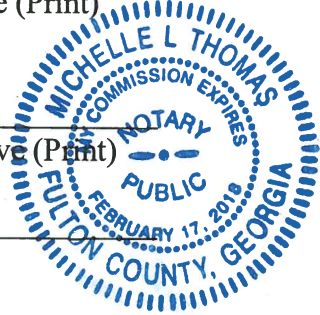
By: [Signature] (Seal)
Grantor's Authorized Representative (Signature)
Paul F. Morris, FASLA

President and CEO

Paul F. Morris
Authorized Representative Name (Print)

PRESIDENT AND CEO
Title of Authorized Representative (Print)

Dated: April 14, 2016
(NOTARY SEAL)



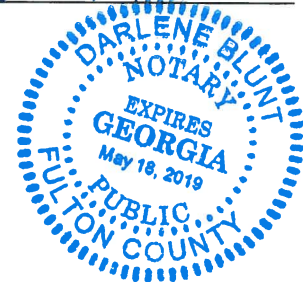
**For the State of Georgia
Environmental Protection Division**

(Signature)

(Seal)

[Signature]
Judson H. Turner
Director

Dated: 5/24/2014
(NOTARY SEAL)



**Exhibit A
Legal Description**

ENTIRE SITE LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" MARK SET IN A CONCRETE SIDEWALK AT THE INTERSECTION OF DEKALB AVENUE-VARIABLE RIGHT OF WAY AND AIRLINE STREET-40 FOOT RIGHT OF WAY; THENCE ALONG THE EASTERN RIGHT OF WAY OF AIRLINE AVENUE NORTH 13 DEGREES 34 MINUTES 55 SECONDS WEST A DISTANCE OF 69.15 FEET TO A CAPPED 5/8 INCH REBAR SET; THENCE LEAVING THE AFOREMENTIONED RIGHT OF WAY AND ALONG THE PROPERTY LINE COMMON TO THE ATLANTA BELTLINE INC., FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1007.03 FEET AND AN ARC LENGTH OF 332.72 FEET BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 48 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 332.21 FEET TO A CONCRETE NAIL SET; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1152.43 FEET AND AN ARC LENGTH OF 95.82 FEET BEING SUBTENDED BY A CHORD OF NORTH 19 DEGREES 15 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 95.79 FEET TO A CAPPED 5/8 INCH IRON PIN SET ON THE SOUTHERN RIGHT OF WAY OF EDGEWOOD AVENUE; THENCE ALONG AFOREMENTIONED RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 242.21 FEET AND AN ARC LENGTH OF 62.58 FEET BEING SUBTENDED BY A CHORD OF NORTH 82 DEGREES 50 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 62.41 FEET TO A CAPPED 5/8 INCH IRON PIN SET; THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE WESTERN RIGHT OF WAY OF GUNBY STREET SOUTH 11 DEGREES 14 MINUTES 15 SECONDS EAST A DISTANCE OF 361.44 FEET TO A "X" MARK FOUND IN CONCRETE AT THE NORTHWEST INTERSECTION OF GUNBY STREET AND DEKALB AVENUE; THENCE ALONG THE NORTHERN VARIABLE RIGHT OF WAY OF DEKALB AVENUE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 13560.50 FEET AND AN ARC LENGTH OF 331.38 FEET BEING SUBTENDED BY A CHORD OF SOUTH 73 DEGREES 16 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 331.37 FEET TO AN "X" MARK SET IN CONCRETE, SAID POINT BEING THE POINT OF BEGINNING.

SAID PARCEL HAVING AN AREA OF 1.740 ACRES OR 75,809 SQUARE FEET.

REFER TO PLAT BOOK 381, Page 10

**Exhibit B
Site Map**

**STAMP
ADDED
TO CAPTURE
IMAGE**

Exhibit C
Amended Purchase & Sale Agreement

**STAMP
ADDED
TO CAPTURE
IMAGE**

**FIRST AMENDMENT
TO
OPTION AGREEMENT FOR ACQUISITION OF REAL PROPERTY**

THIS FIRST AMENDMENT TO OPTION AGREEMENT FOR ACQUISITION OF REAL PROPERTY (this "Amendment") is made as of September 30, 2015 (the "Effective Date") by and between ARAMARK UNIFORM & CAREER APPAREL, LLC, a Delaware limited liability company ("Seller") and ATLANTA BELTLINE, INC., a Georgia nonprofit corporation ("Purchaser").

RECITALS:

A. Seller and Purchaser have entered into a certain Option Agreement for Acquisition of Real Property dated effective as of December 1, 2014 (the "Contract"), whereby Seller has granted to Purchaser the option to purchase (the "Option") the real property located at 670 DeKalb Avenue, in the City of Atlanta, Fulton County, Georgia (as more particularly described in the Contract, the "Property"), subject to the terms and conditions set forth in the Contract.

B. Purchaser has exercised the Option and has agreed to purchase the Property, subject to the terms and conditions set forth in the Contract.

C. Seller and Purchaser desire to amend the Contract as more specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. **Recitals; Definitions.** The foregoing Recitals are hereby incorporated by reference as if fully restated herein. All capitalized terms used herein which are not specifically defined in this Amendment shall have the meanings provided in the Contract.

2. **Closing Date.** The parties agree that the Closing Date shall be October 16, 2015.

3. **Miscellaneous.** Except as specifically set forth in this Amendment, all terms and conditions in the Contract shall remain unmodified and in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Both parties agree that if the signature(s) of either Seller or Purchaser on this Amendment is not an original but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, email, PDF, Adobe image, jpeg, telegram, telex or telecopy), then such digital, mechanical or electronic reproduction shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic and traditional on-paper original wet signature penned manually by its signatory.

4. **Environmental Covenant.**

4.1 Purchaser acknowledges that Seller (hereinafter "Original Grantor/Grantee") recently granted and recorded in Fulton County Records at Deed Book 54837, Page 445 an environmental covenant (the "Original Environmental Covenant") on the Property in order to implement, among other things, certain Engineering Controls at the Property. Purchaser agrees, upon written concurrence by the Environmental Protection Division of the Georgia Department of Natural Resources ("EPD") that the

Property meets Type 1, 2, 3 or 4 Risk Reduction Standards and that the existing Engineering Controls are no longer required, to execute an amended environmental covenant (the "Amended Environmental Covenant"), using good faith efforts to incorporate the following conditions in the Amended Environmental Covenant, among other provisions as may be agreed to by EPD and the Purchaser:

- (i) identify a new Grantor and a new Grantee to replace the Original Grantor/Grantee in the Original Environmental Covenant;
- (ii) include a statement that terminates the Original Environmental Covenant, and releases the Original Grantor/Grantee from any further obligation under the Original Environmental Covenant; and
- (iii) include a statement acknowledging that Original Grantor/Grantee has no obligation, liability, rights or interest under the Amended Environmental Covenant.

Purchaser's obligations described in this Paragraph 4.1 shall survive Closing.

4.2 Pursuant to and as permitted by O.C.G.A. § 44-16-10, from and after Closing, Seller waives the right to consent to such Amended Environmental Covenant as the Original Grantor/Grantee of the Original Environmental Covenant. Seller's waiver of the right to consent set forth in this Paragraph 4.2 shall survive Closing. Seller agrees to cooperate in good faith with Purchaser, including execution of any additional documents required by EPD, to effectuate the waiver described herein.

[signature page follows]

IN WITNESS WHEREOF, as of the Effective Date, Purchaser and Seller have caused this Amendment to be executed and delivered by their respective representatives, thereunto duly authorized.

SELLER:

ARAMARK UNIFORM & CAREER APPAREL, LLC

By: 2-11-13
Name: RAMON HERNANDEZ
Title: SR. DIRECTOR OF REAL ESTATE

PURCHASER:

ATLANTA BELTLINE, INC.

By: [Signature]
Name: STACY R. PATON
Title: DIRECTOR OF REAL ESTATE