

After Recording Return to:

Georgia Environmental Protection Division  
Land Protection Branch  
Hazardous Waste Corrective Action Program  
2 Martin Luther King, Jr. Drive, SE  
Suite 1054 East Tower  
Atlanta, Georgia 30334

**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.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified hereinbelow. The effective date of this Environmental Covenant shall be the date upon which a fully executed original of this Environmental Covenant has been recorded in the deed records maintained by the Clerk of the Superior Court of Fulton County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

<b>Fee Owner of Property/Grantor:</b>	Seitzinger LLC 81 Paces West Circle Atlanta, Georgia 30327 Attn: James Taratoot
<b>Grantee/Holder:</b>	Seitzinger, LLC 81 Paces West Circle Atlanta, Georgia 30327 Attn: James Taratoot
<b>Grantee/Entity with express power to enforce:</b>	State of Georgia Department of Natural Resources Environmental Protection Division ("EPD") 2 Martin Luther King Jr. Drive, SE Suite 1054 East Tower Atlanta, Georgia 30334

**Property:**

The property subject to this Environmental Covenant (hereinafter "Property") is that certain tract or parcel of land, consisting of approximately 5.07 acres and located at 900 Joseph E. Lowery Boulevard in Land Lot 113 of the 14th District of Fulton County, City of Atlanta, Georgia, which was conveyed on December 2, 1999 from 900 Ashby, Ltd., to Seitzinger, Inc., a Georgia limited liability company, via Quitclaim Deed recorded in Deed Book 29428, Page 692, Fulton County Records. A complete legal

description of the Property and Permitted Exceptions is attached hereto as Exhibit A and a map of the area is attached hereto as Exhibit A-1.

**Tax Parcel Number:**

14-0113-00001-005-3 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 following document[s]:

- February 2002 Corrective Action Plan
- November 2003 Groundwater Monitoring Well Installation and Monitoring Plan
- June 2004 Corrective Action Implementation Report
- January 2008 Closure Report for the Regulated Unit
- October 2008 Supplemental Closure Report
- March 2015 Risk Assessment Report

These documents are available at the following locations:

Georgia Environmental Protection Division

2 Martin Luther King Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, Georgia 30334  
M-F 8:00 AM to 4:30 PM excluding state holidays

**Description of Contamination and Corrective Action.**

This Property has undergone corrective action subject to the requirements of the Resource Conservation and Recovery Act (RCRA). However, institutional controls are required due to the previous presence of hazardous waste (now removed) and the remaining presence of various metals that are regulated substances, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Site Response Act, O.C.G.A. 12-8-62 et seq. (HSRA); HSRA Rules for Hazardous Site Response, Chapt. 391-3-19 (HSRA Rules); Georgia Hazardous Waste Management Act, § 12-8-60 et seq. (Act); and the Georgia Hazardous Waste Management Rules, 391-3-11 (HW Rules). As stated in Section 391-3-19-.06(7)(b) of the HSRA Rules, the Corrective Action performed under the Act and HW Rules is presumed to be in compliance with Type 5 of the risk reduction standards of Rule 391-3-19-.07(10), and the requirements of 391-3-19-.06(3) through (5) of the HSRA Rules do not apply to this Property as a result. Contact the Owner or the Georgia Environmental Protection Division for further information concerning this Property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq. by Seitzinger, LLC, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because of the presence of various metals (including antimony, cadmium, cobalt, lead and nickel) on the Property. Antimony, Cadmium, Cobalt, Lead and Nickel are "regulated substances" as defined under HSRA and HSRA Rules and are "hazardous constituents" as defined under the Act and HW Rules. The Corrective Action consists of

excavation of soil which has been completed and institutional controls (limitation on use of the Property) to protect human health and the environment. Accordingly, this Environmental Covenant imposes such limitations upon the use of the Property.

Grantor, Seitzinger, LLC, hereby binds Grantor, its successors and assigns, to the activity and use restriction(s) on the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. Grantee, EPD, shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to the Act and the Rules. Failure to timely enforce compliance with this Environmental Covenant or the use of 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 or Grantor Seitzinger, LLC from exercising any authority under applicable law.

Seitzinger, LLC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies such declarations shall (1) constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (2) are perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant pursuant to O.C.G.A. § 44-16-9; and (3) 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 (herein referred to as the "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 upon the transferee(s) or purchaser(s).

This Environmental Covenant shall inure to the benefit of Seitzinger and EPD, and their respective successors and assigns and shall be enforceable by the Director of EPD ("Director") or his agents or assigns, Seitzinger, 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(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) days' 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 maintenance of the institutional controls. The Owner of the Property must also give thirty (30) days' advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.
4. Periodic Reporting. Annually, by no later than January 30 beginning the first January following the effective date of this Environmental Covenant, the Owner shall submit a written report to EPD documenting site conditions and stating that the restrictions established in this Environmental Covenant remain in place and are being followed.
5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses (as defined in Georgia Rules of Hazardous Site Response ("Rules") Section 391-3-19-.02 and defined in and allowed under the City of Atlanta's zoning regulations as of the date of this Environmental Covenant). Any residential use of the Property shall be prohibited unless the soil at the Property is

remediated to the Hazardous Site Response Act Type 1 or 2 (as applicable at the time) Risk Reduction Standards or otherwise approved by EPD. Any activity on the Property resulting in the release or exposure to the regulated substances or creating a new exposure pathway is prohibited.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purposes not approved by EPD shall be prohibited, unless the groundwater at the Property is remediated to the Hazardous Site Response Act Type 1 or 2 (as applicable at the time) Risk Reduction Standards or otherwise approved by EPD.
7. Permanent Marker. A permanent marker containing the language on Exhibit B shall be installed and maintained at the primary point of entry to the Property to delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited during the effective term of this Environmental Covenant.
8. Right of Access. In addition to any rights already possessed by EPD and/or Seitzinger, LLC, the Owner shall allow authorized representatives of EPD and Seitzinger, LLC the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.
9. 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 Clerk of the Fulton County Superior Court, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days after recording (subject to Owner's receipt of such copy from the Clerk within such time period). Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property, (2) each person in possession of the Property, (3) each municipality, county, consolidated government, or other unit of local government in which the Property is located, and (4) each owner in fee simple whose property abuts the Property.
10. 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 soil and/or groundwater at the Property is in compliance with the Type 1 or 2 Residential Risk Reduction Standards, as defined in Rules Section 391-3-19-.07, whereupon this Environmental Covenant may be amended or revoked in accordance with O.C.G.A. § 44-16-1 *et seq.* This Environmental Covenant may also be modified or revoked upon approval of the Director.
11. 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.
12. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest in favor of 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 in favor of 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 numbered Activity and/or Use Limitation (9) above with a true and complete copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That to Grantor's knowledge, 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 this 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, Georgia 30334

Seitzinger, LLC  
81 Paces West Circle  
Atlanta, Georgia 30327  
Attn: James Taratoot

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16 day of JUNE, 2015

Signed, sealed, and delivered in the presence of:

Kim Taratoot  
Unofficial Witness (Signature)

Kim Taratoot  
Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

John B. Maltby  
Notary Public (Signature)

My Commission Expires:



Signed, sealed, and delivered in the presence of:

Dorothy A. Kirkland  
Unofficial Witness (Signature)

Dorothy S. Kirkland  
Unofficial Witness Name (Print)

2 MLK Jr. Dr.; Ste 1456 East  
Atlanta GA 30334  
Unofficial Witness Address (Print)

Cristal Sailors  
Notary Public (Signature)

My Commission Expires: 1/22/17

For the Grantor:

SEITZINGER LLC  
Name of Grantor (Print)

[Signature] (Seal)  
Grantor's Authorized Representative (Signature)

JAMES M. TARATOOT  
Authorized Representative Name (Print)

PARTNER  
Title of Authorized Representative (Print)

Dated: 6/16/2015

(NOTARY SEAL)

For the State of Georgia  
Environmental Protection Division:

[Signature] (Seal)  
(Signature)

Judson H. Turner  
Director

Dated: July 22, 2015  
(NOTARY SEAL)

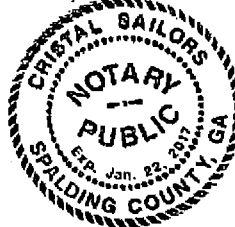
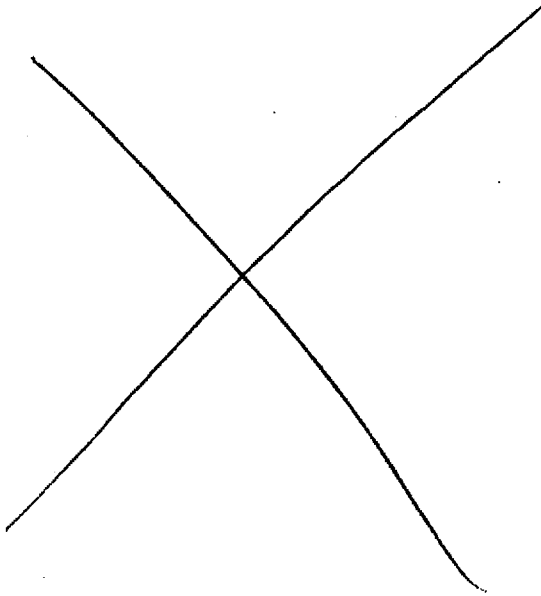


Exhibit A

Legal Description of Property



Deed Book 29428 Pg 695  
[REDACTED]

## EXHIBIT "A"

TRACT I

All that tract or parcel of land lying and being in Land Lot 113 of the 14th District of Fulton County, Georgia, being more particularly described as follows:

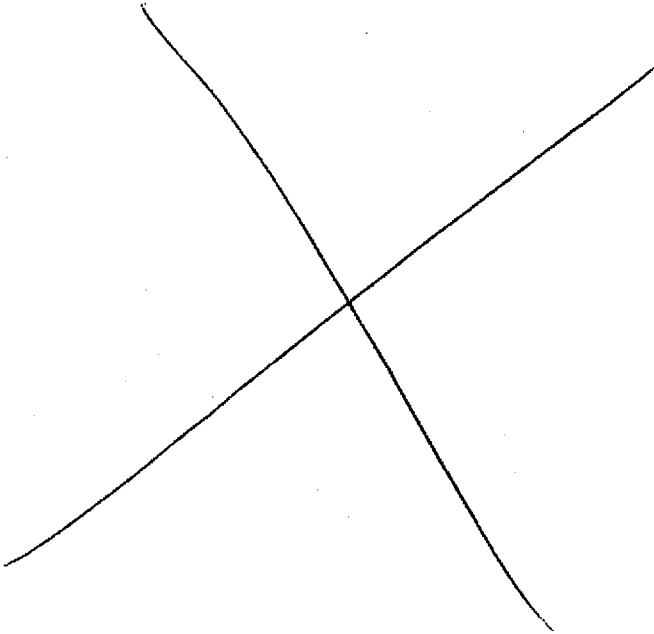
BEGINNING at a point on the western side of Ashby Street 1115 feet northerly along said street from the intersection formed by the western side of Ashby Street and the northern side of Jefferson Street, said point of beginning also being the northeastern corner of property now or formerly owned by Massey & Fair, Inc., and running thence northerly along the western side of Ashby Street, 358.75 feet, more or less, to the southeastern corner of property now or formerly owned by Puritan Chemical Company; thence westerly along the southern line of said Puritan Chemical Company property, 149.9 feet to a southwestern corner thereof; thence northerly along a western line of said Puritan Chemical property, 9.48 feet to a southern line of said property; thence westerly, along said southern line of Puritan Chemical Company property, 301.1 feet to a point; thence southerly 318.2 feet to the northwestern corner of property now or formerly owned by The Centrif-Air Machine Co., Inc.; thence easterly along the northern line of said The Centrif-Air Machine Co., Inc. property, 208 feet to the western line of the 30 foot right-of-way of the Atlanta, Birmingham and Atlantic Railway Company; thence continuing easterly across said railway right-of-way 30 feet to the eastern line thereof; thence southerly along the eastern line of said railway right-of-way, 42 feet to the northwestern corner of the aforesaid Massey & Fair, Inc. property; thence easterly along the northern line of the said Massey & Fair, Inc. property, 212 feet to the western side of Ashby Street and the point of beginning; being improved property known as No. 900 Ashby Street, N.W., according to the present system of numbering improvements in the City of Atlanta.

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Exhibit A-1

Map Showing Location of Property



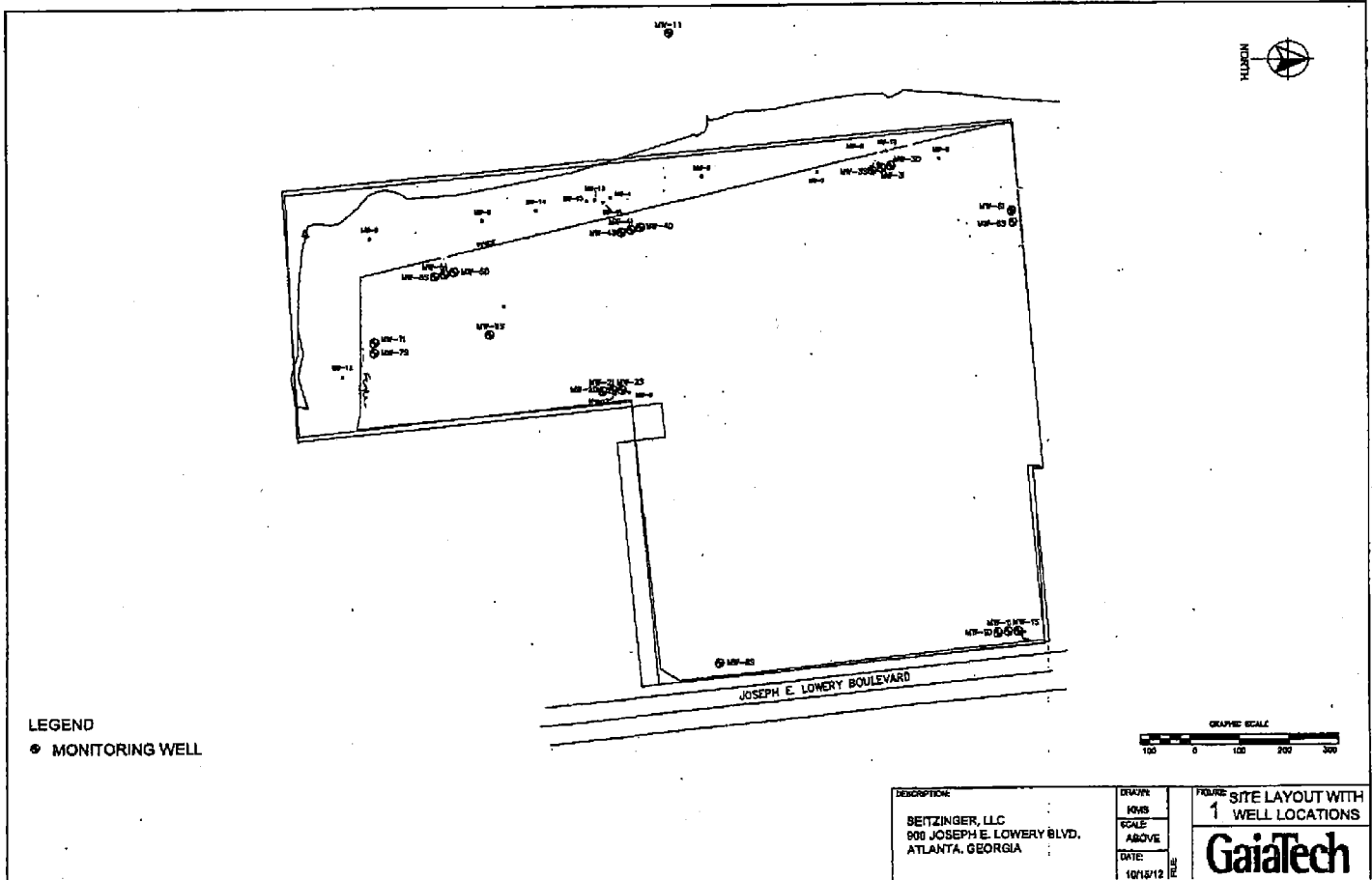


Exhibit B

Permanent Marker Language

RESTRICTED AREA  
SUBJECT TO ENVIRONMENTAL COVENANT  
CALL PROPERTY OWNER  
OR  
THE GEORGIA  
ENVIRONMENTAL PROTECTION DIVISION  
BEFORE  
COMMENCING ANY  
LAND DISTURBING ACTIVITY