



LEWIS BRISBOIS BISGAARD & SMITH LLP

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Direct: 404.476.2009

May 25, 2021

**Via Email**

Ms. Shannon Ridley  
Georgia Department of Natural Resources  
Environmental Protection Division-Brownfield Program  
Suite 1054, East Tower  
2 Martin Luther King, Jr. Dr., SE  
Atlanta, Georgia 30334-9000

RE: Certification of Recording of Environmental Covenant under O.C.G.A. § 44-16-7  
West Midtown Development – The Interlock (Parcel 1)  
14<sup>th</sup> Street and Howell Mill Road  
Atlanta, Fulton County, Georgia

Dear Ms. Ridley,

On behalf of the prospective purchasers S.J. Collins Acquisition Company I, LLC and The Interlock, LLC, this correspondence will certify that the fully executed Environmental Covenant for this parcel has been recorded in the Fulton County Deed Records for the subject property on March 24, 2021 at Deed Book 63821, Page 697. A copy of the recorded Environmental Covenant is attached herein.

Please feel free to contact me if you have any questions.

Sincerely,

*/s/ Martin Shelton*

Martin A. Shelton

cc: S.J. Collins Acquisition Company I, LLC  
The Interlock, LLC  
Kevin McGowan, Contour Engineering, LLC  
Jeanette Hamm, , Contour Engineering, LLC  
Greg Rowell, Contour Engineering, LLC  
Kent Pierce, GAEPD  
Nicole Vermillion, GAEPD

After Recording Return to:  
Jeffrey F. Montgomery, Esq.  
Cushing, Morris, Armbruster & Montgomery, LLP  
191 Peachtree Street, NE, Suite 4500  
Atlanta, Georgia 30303

**CROSS-REFERENCE:**

County: ~~Fulton~~  
Deed Book: 59549  
Page(s): ~~595~~

**Environmental Covenant**

Tax Parcel Nos. 17-0150-0009-080-5  
17-0150-0009-083-9 17-0150-0009-082-1  
17-0150-0009-085-4 17-0150-0009-084-7  
17-0150-0009-081-3

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (the "Act"). This Environmental Covenant is entered into by VLP 2, LLC, a Georgia limited liability company, which in executing this Environmental Covenant subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of the Environmental Protection Division ("EPD") and VLP 2, LLC, as set forth herein.

**Fee Simple Owner(s)/Grantor(s):**

VLP 2, LLC  
221 Uncle Heinie Way  
Room 213, Lyman Hall  
Atlanta, Georgia 30332-0257  
Attn: Executive Director of Real Estate

**Grantee/Holder with the power to enforce:**

VLP 2, LLC  
221 Uncle Heinie Way  
Room 213, Lyman Hall  
Atlanta, Georgia 30332-0257  
Attn: Executive Director of Real Estate

The Interlock, LLC  
5 SW Broad Street, Suite B  
Fairburn, Georgia 30213

**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 1456, East Tower  
Atlanta, Georgia 30334

## **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 3.5665 acres of real property located near the southeast quadrant of the intersection of Howell Mill Road and 14<sup>th</sup> Street in Atlanta, Fulton County, Georgia (the "Property"). The Property is a portion of the multi-use development known as "Interlock" and is further identified by the legal description attached hereto as Exhibit "A", and as show on the survey/plat attached hereto as Exhibit B, both incorporated herein by this reference. The Property is owned by VLP 2, LLC, and is leased to The Interlock, LLC (The Interlock, LLC and its successors and assigns under such ground lease or any subsequent ground lease of the Property is herein referred to as "Tenant") pursuant to a long-term ground lease (such ground lease and any subsequent ground lease of the Property is herein referred to as the "Ground Lease"). The Property was leased on December 21, 2018 to The Interlock, LLC; such lease is recorded in Deed Book 59549, Page 595, of the Fulton County deed records. The Property is located in Land Lot 150 of the 17th District of Fulton County, Georgia.

## **Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon VLP 2, LLC and The Interlock, LLC, and all successors, assigns and transferees of any fee simple interest in the Property or any portion thereof.

## **Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed pursuant to the Voluntary Remediation Program and the Georgia Brownfield Act at the Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
 Land Protection Branch  
 Response and Remediation Program, Brownfields  
 2 Martin Luther King, Jr. Drive, SE  
 Suite 1054 East Tower  
 Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Notice:** This Property has been listed on the State's Hazardous Site Inventory at HSI #10637 and designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. The Property has successfully completed required actions under the Georgia Voluntary Remediation Act necessary for de-listing from the State's Hazardous Site Inventory. Establishment of this covenant is a final action (or element) prior to de-listing. Also, the Property has successfully completed required actions under the Georgia Brownfield Act to obtain the final limitations of liability provide by that Act. 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.

**Activity and Use Limitations.** The Property is subject to the following activity and/or use limitations:

- A. Monitoring and Maintenance. The Monitoring and Maintenance Plan (as may be amended from time to time with EPD's written approval) referenced and incorporated into the final approved Compliance Status Report and Limitation of Liability issued by EPD shall be implemented to ensure that annual inspections are performed on the Property to verify the integrity of the engineered control, document its condition, and ensure that it is fully restored following any utility work or other activities which breach such engineered control. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan, are maintained at the EPD office listed above.
- B. Prohibited Activities. Any activity within the Property that would expose contaminated soil beneath any engineered cover is prohibited unless conducted in accordance with the approved Monitoring and Maintenance Plan. These activities, include but are not limited to the following: digging, drilling, excavating, grading, demolition, bulldozing, earthmoving, or use of any equipment, to the extent any such activity brings contaminated soil to the surface or alters the grade of the Property in such a way that would cause exposure to contaminated soil.
- C. Groundwater. 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 pursuant to a plan approved in writing by EPD.

**Other Requirements.** The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the

conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.

- C. Notice of Change of Use. The Monitoring and Maintenance Plan incorporated herein includes a requirement that any activity that will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, requires advance written notice of the planned change of use. Said provision may not be removed from the Monitoring and Maintenance Plan incorporated herein.

### **Environmental Covenant Does Not Authorize Use Otherwise Prohibited**

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

### **Rights of Access and Enforcement**

Authorized representatives of EPD, Tenant, and VLP 2, LLC and its successors, assigns, and transferees of any fee simple interest in the Property shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or take samples.

This Environmental Covenant shall be enforceable by EPD, Tenant, VLP 2, LLC, and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

### **No Interest in Real Property in EPD**

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

### **Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Grantor shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Grantor shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

**Representations and Warranties by Grantor(s).** Grantor represents and warrants that all of the following are true and correct:

- A. Grantor holds fee simple title to the Property.

- B. Grantor has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Grantor that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Grantor nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which VLP 2, LLC, is a party or by which VLP 2, LLC, may be bound.
- D. Grantor has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant is provided.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Grantor served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

#### **Submission of Required Documents and Communications**

Documents and communications required by this Environmental Covenant shall be submitted to:

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

With a copy to:

VLP 2, LLC  
221 Uncle Heinie Way  
Room 213, Lyman Hall  
Atlanta, Georgia 30332-0257  
Attn: Executive Director of Real Estate

The Interlock, LLC  
5 SW Broad Street, Suite B  
Fairburn, Georgia 30213

**EPD's Environmental Covenants Registry**

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

**Severability**

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

**Effective Date**

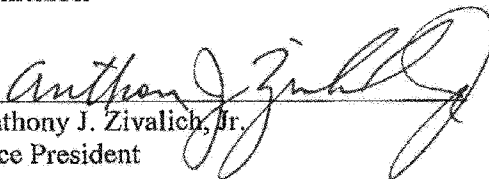
This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16<sup>th</sup> day of March, 2021.

For the Grantor/Grantee Holder:

VLP 2, LLC, a Georgia limited liability company:

By: Georgia Advanced Technology Ventures, Inc.  
a Georgia nonprofit corporation,  
its sole member

By:   
Anthony J. Zivalich, Jr.  
Vice President

[Corporate Seal]



Signed, sealed and delivered before me or in the presence of:

*Janet Jennings*

Unofficial Witness (signature)

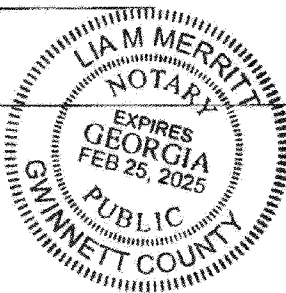
Janet Jennings

Unofficial Witness Name (print)

*Liam Merritt*

Notary Public (signature)

My Commission Expires: \_\_\_\_\_



For the Grantor/Grantee Holder:

The Interlock, LLC, a Delaware limited liability company  
By: The Interlock Manager, LLC, a Georgia limited liability company, its Manager:

By: [Signature] (Seal)  
(signature)

Name: Stephen J. Collins

Its: Manager

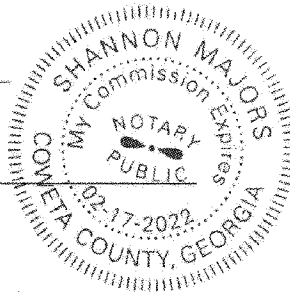
Signed, sealed and delivered before me or in the presence of:

[Signature]  
Unofficial Witness (signature)

Tonya Teal  
Unofficial Witness Name (print)

[Signature]  
Notary Public (signature)

My Commission Expires: 2/17/2022



For the Grantee:

The State of Georgia Environmental Protection Division:

Richard E. Dunn (Seal)  
(signature)

By: Richard E. Dunn

Its: Director

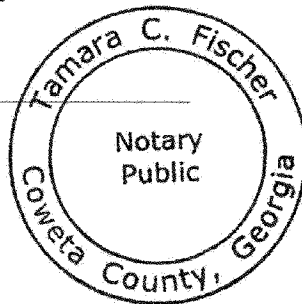
Signed, sealed and delivered before me or in the presence of:

Traci P. Douglas  
Unofficial Witness (signature)

Traci P. Douglas  
Unofficial Witness Name (print)

Tamara C. Fischer  
Notary Public (signature)

My Commission Expires: 7-27-2022



## Exhibit A

# PROPERTY DESCRIPTION (LOT 1)

Being all that tract or parcel of land lying and being in Land Lot 150, 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a "X" scribe mark at the intersection of the southerly Right-of-Way Line of 14th Street (having an apparent Right-of-Way) and the easterly Right-of-Way Line of Howell Mill Road (having an apparent 50' Right-of-Way); thence, leaving the aforesaid "X" scribe mark and running with the said Right-of-Way Line of 14th Street

1. North 88° 34' 30" East, 216.22 feet to a 1/2-inch rebar found; thence,
2. 150.33 feet along the arc of a curve deflecting to the left, having a radius of 1,300.00 feet and a chord bearing and distance of North 87° 15' 42" East, 150.24 feet to a point; thence,
3. 49.94 feet along the arc of a curve deflecting to the left, having a radius of 1,300.00 feet and a chord bearing and distance of North 82° 57' 01" East, 49.94 feet to a 1/2-inch rebar found; thence, leaving the aforesaid Right-of-Way Line of 14th Street and running with property now or formerly owned by Jewish Family & Career Services, Inc. per Deed Book 42891, Page 41, as recorded among the Land Records of Fulton County, Georgia
4. South 03° 14' 15" West, 214.69 feet to a 1/2-inch rebar with cap found; thence, leaving the aforesaid Jewish Family & Career Services, Inc.
5. South 00° 00' 00" East, 36.73 feet to a point; thence,
6. South 12° 15' 26" East, 70.12 feet to a point; thence,
7. South 00° 13' 43" East, 53.07 feet to a point; thence,
8. South 89° 46' 17" West, 68.22 feet to a 1/2-inch rebar found; thence, running with property now or formerly owned by Westside Ironworks, Inc. & Columbus Loop Properties, LLLP per Deed Book 57491, Page 612, aforesaid records
9. North 88° 59' 10" West, 400.00 feet to a point on the aforesaid Right-of-Way line of Howell Mill Road; thence, leaving the aforesaid property of Westside Ironworks, Inc. & Columbus Loop Properties, LLLP and running with the said Right-of-Way line of Howell Mill Road
10. North 08° 05' 56" East, 350.67 feet to the POINT OF BEGINNING, containing 155.357 square feet or 3.5665 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

Exhibit B

Survey of Property

