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STACIE M. BAINES
CLERK OF SUPERIOR COUR
T
POLK COUNTY

After Recording Return to:
Brixmor Operating Partnership LP
450 Lexington Avenue, Floor 13
New York, New York 10017

CROSS-REFERENCE:
County: Polk
Deed Book 1801, Pages 225-227
Deed Book 1801, Pages 228-231

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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Simple Owner/Grantor:

LIUSIAN, LLC, a Georgia limited liability company (hereinafter, the "Owner")
145 Nobel Court, Suite 110
Alpharetta, GA 30005

Grantee:

Brixmor Operating Partnership LP
450 Lexington Avenue, Floor 13
New York, New York 10017

**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, GA 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 8.8 acre of real property located at the shopping center at Cedar Plaza, 720-770 N. Main Street, Cedartown, Polk County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on September 14, 2021 to the Owner; such conveyance is recorded in Deed Book 1801, Pages 225-227, and Deed Book 1801, Pages 228-231 of the Polk County deed records. The Property is located in Land Lots 997 and 998 of the 2nd District of Polk County, Georgia.

The tax parcel(s) of the Property are Parcel Numbers C25-108 and C25-108A of Polk County, Georgia.

A legal description of the Property is attached as Exhibit A.

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 the Owner, Brixmor Operating Partnership LP, and all successors, assigns and transferees of any 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 an environmental response performed and/or being performed at the Cedar Plaza shopping center facility/site HSI No. 10772. Records pertaining to this corrective action are available at the following EPD location(s):

State of Georgia
 Department of Natural Resources
 Environmental Protection Division
 2 Martin Luther King Jr. Drive, SE
 Suite 1054 East Tower
 Atlanta, GA 30334
 Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

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 under 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.
- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 et seq., unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the

Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*

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/Compliance

Grantor shall provide reasonable access to authorized representatives of EPD to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD 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, Brixmor Operating Partnership LP on behalf of the Owner 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, Brixmor Operating Partnership LP on behalf of the Owner 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.

Grantor represents and warrants that all of the following are true and correct:

- A. The Owner holds fee simple title to the Property.
- B. The Owner 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 the Owner 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 the Owner nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which the Owner is a party or by which the Owner may be bound.

Representations and Warranties by Brixmor Operating Partnership LP.

Brixmor Operating Partnership LP represents and warrants that all of the following are true and correct:

- A. Brixmor Operating Partnership LP 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 or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD.
- B. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

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

LIUSIAN, LLC, a Georgia limited liability company

[Signature]
(Signature)

Signed in the presence of:

Name: Ming Chun Liu

Title: Manager

[Signature]
Unofficial Witness (signature)

Elizabeth Montoya
Unofficial Witness (print name)

State of Georgia
County of Fulton

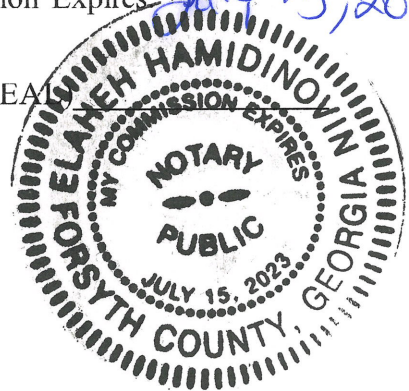
This instrument was signed or attested before me this 8 day of April, 2022 by Ming Chun Liu.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: July 15, 2023

(NOTARY SEAL)



Grantee

Brixmor Operating Partnership LP

(Signature)

Name: Steven Siegel

Title: Executive Vice President

Signed in the presence of:

(Signature)
Unofficial Witness *(signature)*

THALASSA SOPRE
Unofficial Witness *(print name)*

State of New York
County of New York

This instrument was signed or attested before me this 18th day of April, 2022 by Steven Siegel.

Personally Known
 Produced Identification

(Signature)
Notary Public *(Signature)*

My Commission Expires: 1-19-2024

(NOTARY SEAL) _____

EVAN BURGER
Notary Public, State of New York
No. 01BU6335803
Qualified in Westchester County
Commission Expires 1/19/2024

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 12th day of September, 2022:

(Signature)

[Name] Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

LADICHA FARVE
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 12th day of September, 2022 by
[Name].

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 6/1/2026

(NOTARY SEAL)



Exhibit A Legal Description of Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 997 AND 998 OF THE 2ND DISTRICT, 4TH SECTION OF POLK COUNTY, GEORGIA AND THE CITY OF CEDARTOWN, GEORGIA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN LOCATED AT THE INTERSECTION OF THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET - U.S. HIGHWAY 27 (100 FOOT RIGHT-OF-WAY) WITH THE EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF EAST JULE PEEK STREET (60 FOOT RIGHT-OF-WAY);

THENCE RUNNING ALONG THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET - U.S. HIGHWAY 27 NORTH 21 DEGREES 18 MINUTES 50 SECONDS EAST A DISTANCE OF 26.21 FEET TO AN IRON PIN AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21 DEGREES 18 MINUTES 50 SECONDS EAST A DISTANCE OF 155.00 FEET TO AN IRON PIN;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 21 DEGREES 15 MINUTES 40 SECONDS EAST A DISTANCE OF 313.20 FEET TO AN IRON PIN LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET - U.S. HIGHWAY 27 WITH THE FORMER SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD ROME ROAD (40 FOOT RIGHT-OF-WAY TO BE CLOSED);

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND RUNNING ALONG THE FORMER SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD ROME ROAD (TO BE CLOSED) NORTH 46 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 239.50 FEET TO AN IRON PIN LOCATED AT THE INTERSECTION OF THE FORMER SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD ROME ROAD (TO BE CLOSED) WITH THE FORMER SOUTHERLY RIGHT-OF-WAY LINE OF MELISSA LANE (40 FOOT RIGHT-OF-WAY TO BE RELOCATED);

THENCE SOUTH 78 DEGREES 28 MINUTES 55 SECONDS EAST A DISTANCE OF 37.81 FEET TO AN IRON PIN;

THENCE SOUTH 02 DEGREES 15 MINUTES 20 SECONDS WEST A DISTANCE OF 23.23 FEET TO AN IRON PIN;

THENCE SOUTH 61 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 21.30 FEET TO AN IRON PIN;

THENCE NORTH 45 DEGREES 06 MINUTES 45 SECONDS EAST A DISTANCE OF 60.93 FEET TO A HOLE IN CONCRETE LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MELISSA LANE (R/W VARIES);

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MELISSA LANE NORTH 88 DEGREES 47 MINUTES 15 SECONDS EAST A DISTANCE OF 402.39 FEET TO AN IRON PIN;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND RUNNING SOUTH 01 DEGREES 15 MINUTES 30 SECONDS EAST A DISTANCE OF 198.45 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 89 DEGREES 47 MINUTES 35 SECONDS WEST A DISTANCE OF 151.30 FEET TO AN IRON PIPE;

THENCE RUNNING SOUTH 00 DEGREES 25 MINUTES 10 SECONDS EAST A DISTANCE OF 433.22 FEET TO AN IRON PIPE LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST JULE PEEK STREET;

THENCE RUNNING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST JULE PEEK STREET SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST A DISTANCE OF 674.41 FEET TO AN IRON PIN;

THENCE NORTH 45 DEGREES 49 MINUTES 25 SECONDS WEST A DISTANCE OF 34.65 FEET TO AN IRON PIN LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MAIN STREET - U.S. HIGHWAY 27 AND THE POINT OF BEGINNING.

PROPERTY ADDRESS: 720-770 NORTH MAIN STREET, CEDARTOWN, GA 30125
TAX PARCEL ID #: C25-108A, C25-108