

After Recording Return to:
Chief Counsel, Environmental
Ashland LLC
500 Hercules Road
Wilmington, DE, 19808

CROSS-REFERENCE:
County: Clayton
Deed Book: 9606
Page(s): 523

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 David Andes and Ashland LLC 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(s)/Grantor(s):

David Andes
(hereinafter "Grantor")
201 Allen Rd NE #300
Atlanta, GA, 30328

DEED
Recorded 7/15/2021 1:08 PM
Jacqueline D Wills
Clerk of Superior Court
Clayton County, GA
Book 12549 Page 577
Participant IDs: 9470822775

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

Ashland LLC
(hereinafter "Grantee/Holder")
Chief Counsel, Environmental
Ashland LLC
500 Hercules Road
Wilmington, DE 19808

**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 5.4 acres of real property located at 8639 Tara Boulevard, Jonesboro, Clayton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on 1/12/2009 from Marguerite V. O'Brien and Kimberly June O'Brien as Trustees of the O'Brien 2007 Family Trust to KOB Investments LLC; such conveyance is recorded in Deed Book 9606, Page 523, of the Clayton County deed records. The Property is located in Land Lot 242 of the 13th District of Clayton County, Georgia.

The tax parcel(s) of the Property is 13242D A0001 of Clayton 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 David Andes, Ashland LLC, 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 Tara Shopping Center facility/site #10798. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

- A. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(i). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. 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(s) shall provide reasonable access to authorized representatives of EPD and Ashland LLC to verify compliance with the terms of this Environmental Covenant and to conduct sampling of environmental media.

This Environmental Covenant shall be enforceable by EPD, Ashland 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 the Environmental Covenant shall be recorded 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 a copy of the executed, recorded Environmental Covenant shall be provided to each of the persons or entities identified in O.C.G.A. § 44-16-7.

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

- I. 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 and in accordance with O.C.G.A. § 44-16-1 *et seq.*
- II. 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

Name of Grantor David Andes as administrator of Flint River Village Joint Venture

[Signature]
(Signature)

Signed in the presence of:

Name of Authorized Representative David Andes

Title of Authorized Representative Broker/CIO

[Signature]
Unofficial Witness (signature)

BETTY C. ANGEVINE
Unofficial Witness (print name)

State of Georgia
County of Clayton

This instrument was signed or attested before me this 15th day of October, 2018 by

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



Grantee

Name of Grantee (print) **Ashland LLC**

[Signature]
(Signature)

Signed in the presence of:

Name of Authorized Representative:
Kraig Kunkemoeller

Title of Authorized Representative:
Director, Real Estate and Facilities

[Signature]
Unofficial Witness (signature)
Robin E. Hamkin
Unofficial Witness (print name)

State of Ohio
County of Franklin

This instrument was signed or attested before
me this 24th day of October, 2019, by

Kraig Kunkemoeller

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



Deanna J. Crawford
Notary Public, State of Ohio
My Commission Expires: 10-11-21

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 13 day of March, 2021 :

R. H. Soy
(Signature)

Director, Environmental Protection Division

Signed in the presence of:

Kathleen Robinson
Unofficial Witness (signature)

Kathleen Robinson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 13 day of March, 2021, by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL) T. C. Fischer

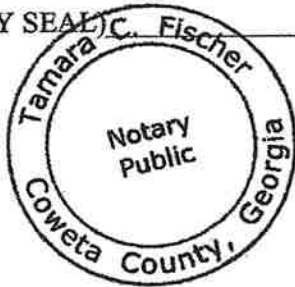


EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 242 of the 13th District of Clayton County, Georgia, and being more particularly described as follows:

To find the true POINT OF BEGINNING, commence at an iron pin located at the Intersection of the westerly right-of-way line of U.S. Highway 19 and 41 (190-foot right-of-way) with the northly right-of-way line of Flint River Road (80-foot right-of-way); running thence northerly along the westerly right-of-way line of U.S. Highway 19 and 41, and following the curvature thereof, a distance of 140.0 feet to an iron pin, which iron pin marks the POINT OF BEGINNING of the tract herein described; running thence northerly along the westerly right-of-way Line of U.S. Highway 19 and 41, and following the curvature thereof, a distance of 358.0 feet to an iron pin; running thence north 88 degrees 47 minutes west a distance of 150.0 feet to a point; running thence north 03 degrees 26 minutes east a distance of 152.7 feet to an iron pin; running thence south 48 degrees 27 minutes west a distance of 348.3 feet to an iron pin; running thence south 01 degrees 14 minutes west a distance of 618.1 feet to an iron pin on the northerly right-of-way line of Flint River Road; running thence south 85 degrees 16 minutes east along the northerly right-of-way line of Flint River Road a distance of 30.0 feet to an iron pin; running thence north 02 degrees 13 minutes east a distance of 100.0 feet to an iron pin; running thence north 33 degrees 41 minutes east a distance of 32.45 feet to an iron pin; running thence south 87 degrees 47 minutes east a distance of 150.0 feet to an iron pin; running thence south 02 degrees 13 minutes west a distance of 135.0 feet to an iron pin on the northerly right-of-way line of Fling River Road; running thence south 85 degrees 16 minutes east along the northerly right-of-way line of Flint River Road a distance of 30.0 feet to an iron pin; running thence north 02 degrees 13 minutes east a distance of 137.0 feet to an iron pin; running thence south 87 degrees 19 minutes east a distance of 122.7 feet to an iron pin; running thence north 89 degrees 27 minutes east a distance of 150 feet to an iron pin on the westerly right-of-way line of U.S. Highway 19 and 41, which is the POINT OF BEGINNING; containing 5.407 acres as shown on plat of survey of Flint River Village Shopping Center for VPI Corporation. Developers, by S. Worthy Associates, Inc. dated June 26, 1974, last revised December 12, 1974, said plat being incorporated herein by reference.

ALSO CONVEYED HERE is a nonexclusive easement for ingress, egress and parking purposes over, through and across the driveways and parking areas located on property conveyed by Warranty Deed from Roy P. Varner, et al to KFC National Management Company dated May 9, 1974, recorded in Deed Book 732, page 422, Clayton County records, Georgia.

TOGETHER WITH easement rights contained in Warranty Deed from Roy P. Varner, John L. Varner and William Bledsoe to Pizza Hut of Georgia Inc., dated May 1, 1975, filed May 1, 1975 recorded in Deed Book 768, page 50, aforesaid records.

LESS AND EXCEPT property described in Right of Way Deed from Jerry M. Andes to Clayton County, dated March 28, 2002, filed April 4, 2002, recorded in Deed Book 5587, page 162, aforesaid records.

Legal Description of Property

ALL THAT PART OF TRACT OF LAND BEING AND BEING IN 100% LOT 107 OF THE 15th DISTRICT OF CLAYTON COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

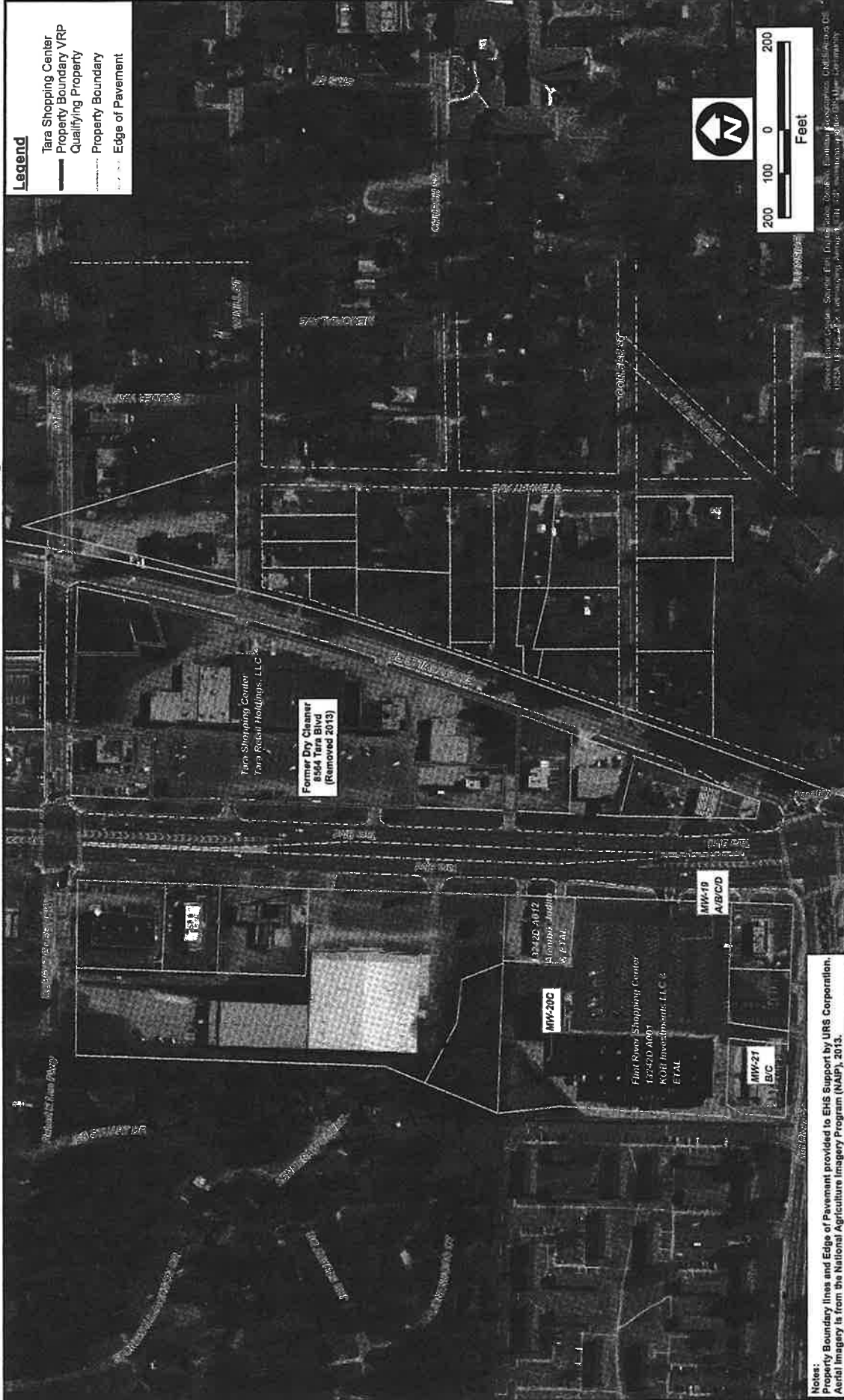
To find the true POINT OF BEGINNING, commence at an iron pin located at the intersection of the westerly right-of-way line of U.S. Highway 19 and 61 (120-foot right-of-way) with the northerly right-of-way line of Flint River Road (80-foot right-of-way); running thence northerly along the westerly right-of-way line of U.S. Highway 19 and 61, and following the curvature thereof, a distance of 140.0 feet to an iron pin, which iron pin marks the POINT OF BEGINNING of the tract herein described; running thence northerly along the westerly right-of-way line of U.S. Highway 19 and 61, and following the curvature thereof, a distance of 159.0 feet to an iron pin; running thence north 88 degrees 47 minutes west a distance of 150.0 feet to a point; running thence north 03 degrees 19 minutes east a distance of 132.7 feet to an iron pin; running thence south 84 degrees 27 minutes west a distance of 148.3 feet to an iron pin; running thence south 01 degree 14 minutes west a distance of 616.1 feet to an iron pin on the northerly right-of-way line of Flint River Road; running thence south 45 degrees 16 minutes east along the northerly right-of-way line of Flint River Road a distance of 40.0 feet to an iron pin; running thence north 02 degrees 13 minutes east a distance of 160.0 feet to an iron pin; running thence north 33 degrees 41 minutes east a distance of 11.45 feet to an iron pin; running thence north 87 degrees 47 minutes east a distance of 130.3 feet to an iron pin; running thence south 02 degrees 22 minutes west a distance of 137.0 feet to an iron pin on the northerly right-of-way line of Flint River Road; running thence south 53 degrees 26 minutes east along the northerly right-of-way line of Flint River Road a distance of 30.0 feet to an iron pin; running thence north 02 degrees 13 minutes east a distance of 137.0 feet to an iron pin; running thence south 85 degrees 19 minutes east a distance of 132.7 feet to an iron pin; running thence north 89 degrees 17 minutes east a distance of 150 feet to an iron pin on the westerly right-of-way line of U.S. Highway 19 and 61, which is the POINT OF BEGINNING; containing 5.431 acres as shown on plat of survey of Flint River Village Shopping Center for UFI Corporation, Developers, by C. Morley Associates, Inc. dated June 16, 1974, last revised December 13, 1974, said plat being incorporated herein by reference.

ALSO CONVEYED HERE is a nonexclusive easement for ingress, egress and parking purposes over, through and across the driveways and parking areas located on property conveyed by Warranty Deed from Roy P. Varner, et al to KBE National Management Company dated May 9, 1974, recorded in Deed Book 732, page 422, Clayton County records, Georgia.

TOGETHER WITH easement rights contained in Warranty Deed from Roy P. Varner, John L. Varner and William Bledsoe to Pizza Hut of Georgia, Inc., dated May 1, 1975, filed May 1, 1975, recorded in Deed Book 768, page 50, aforesaid records.

LESS AND EXCEPT property described in Right of Way Deed from Jerry M. Andes to Clayton County, dated March 28, 2002, filed April 4, 2002, recorded in Deed Book 5587, page 162, aforesaid records.

FIGURE



Legend

- Tara Shopping Center
- Property Boundary VRP
- Qualifying Property
- Property Boundary
- Edge of Pavement



EHS Support

TARA HOLDINGS
8564 TARA BOULEVARD
JONESBORO, GEORGIA
HSI 10798

AERIAL SITE PLAN AND SURROUNDING LAND USE
 MODIFIED FOR NEWBURGER-ANDES REAL ESTATE INVESTMENTS, SEPT 2016

FIGURE 1

Notes:
 Property Boundary lines and Edge of Pavement provided to EHS Support by URS Corporation.
 Aerial Imagery is from the National Agriculture Imagery Program (NAIP), 2013.