

After Recording Return to:

Gerald L. Pouncey, Esq.
Morris, Manning & Martin LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta, GA 30326

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.*, for the property identified below (hereinafter the "Property") as part of an environmental response project to address regulated substances released into the environment. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Owner of Property/Grantor:

AMREIT Fountain Oaks, LP
1221 Main Street
Suite #1000
Columbia, SC 29201

Grantee/Holder:

AMREIT Fountain Oaks, LP
1221 Main Street
Suite #1000
Columbia, SC 29201

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division (hereinafter, "EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Parties with interest in the Property:

AMREIT Fountain Oaks, LP
1221 Main Street
Suite #1000
Columbia, SC 29201

Environmental Covenant
Fountain Oaks Shopping Center
Page 2

Property:

The property subject to this Environmental Covenant is the Fountain Oaks Shopping Center located at 4920 Roswell Road and 115 W. Belle Isle Road in Atlanta, Fulton County, Georgia (hereinafter "Property"). A complete legal description of the Property is attached as Exhibit A. A map of the Property is attached as Exhibit B. **[Include Exhibit A & B attachments]**

The Property is approximately 13.77 acres and consists of the following tax parcels, which are subject to this Environmental Covenant:

17 009300061319

17 009300021073

Name and Location of Administrative Record:

The administrative record for the environmental response project is identified as HSI File 10807. This record is available for review 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 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property was previously listed on the state's hazardous site inventory and was designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. 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.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by AMREIT Fountain Oaks, LP, 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 in accordance with the approved Voluntary Remediation Program Application and Compliance Status Report and the documented release of acetone, benzene, chloroform, tetrachloroethylene, trichloroethylene, cis-1,2 dichloroethylene, trans-1,2-dichloroethene, methyl ethyl ketone, and vinyl chloride on the Property. These 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). The Corrective Action consisted of soil excavation and institutional controls including the restriction of groundwater use to protect human health and the environment.

Grantor, AMREIT Fountain Oaks, LP, 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 Environmental Covenant in favor of AMREIT Fountain Oaks, LP and EPD. EPD shall have full right

Environmental Covenant
Fountain Oaks Shopping Center
Page 3

of enforcement of the rights conveyed under this 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 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 Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

AMREIT Fountain Oaks, LP 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 Covenant pursuant to O.C.G.A. § 44-16-9 and 10; 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 Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of AMREIT Fountain Oaks, LP and EPD and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns or AMREIT Fountain Oaks, LP 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

Real Property Use Limitation. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were addressed as part of the Corrective Action, or create a new exposure pathway, is prohibited.

Groundwater Use Limitation. 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.

Periodic Reporting. Annually, by no later than July 30 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report in the format attached hereto as Exhibit C stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. **[Exhibit C template is attached for reference]**

General Provisions

Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitation set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.

Environmental Covenant
Fountain Oaks Shopping Center
Page 4

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 and AMREIT Fountain Oaks, LP. 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.

Notice of Change in Use. The owner of the Property must provide to EPD thirty (30) days' advance written notice the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform an site work that will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein.

Access. Grantor shall provide reasonable access to Grantee/Holder or its assigns to verify compliance with established activity and/or use limitations identified herein.

Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Benefit. This Environmental Covenant shall inure to the benefit of Grantee/Holder, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee/Holder 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.

Termination or Modification. This Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be amended or terminated, as appropriate, in accordance with O.C.G.A. § 44-16-1 *et seq.*

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.

Warranty. Grantor hereby represents and warrants to the other signatories hereto 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 and in accordance with O.C.G.A. § 44-16-1 *et seq.*

No EPD Interest in Property Created. This Environmental Covenant does not in any way create any interest by 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 by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

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.

Environmental Covenant
Fountain Oaks Shopping Center
Page 5

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 at least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, the Grantor has served each of the people or entities referenced in O.C.G.A. § 44-16-7(a) with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-7(a).
- f) That 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 the 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
Response and Remediation Program
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

AMREIT Fountain Oaks, LP
1221 Main Street
Suite #1000
Columbia, SC 29201

Environmental Covenant
Fountain Oaks Shopping Center
Page 6

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 7th day of August, 2016, 2018

Signed, sealed, and delivered in the presence

of

Unofficial Witness (Signature)

Victoria Racho

Unofficial Witness Name (Print)

1272 5th Street NE, Ste. 200
Washington, DC 20002

Unofficial Witness Address (Print)

Notary Public (Signature)

My Commission Expires: 1/26/20

For the Grantor:

AMRE IT Fountain Oaks, LP

Name of Grantor (Print)

Grantor's Authorized Representative

(Signature)

Jodie W. McLean

Authorized Representative Name (Print)

Chief Executive Officer

Title of Authorized Representative (Print)

Dated: 8/7/18

(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

Tamara C. Fischer
Unofficial Witness (Signature)

Tamara C. Fischer
Unofficial Witness Name (Print)

2 MLK Jr Dr SE Ste 1456

Atlanta GA 30334
Unofficial Witness Address (Print)

Sydney Brogden
Notary Public (Signature)

My Commission Expires: June 15, 2021

Richard E. Dunn (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 9/27/18
(NOTARY SEAL)

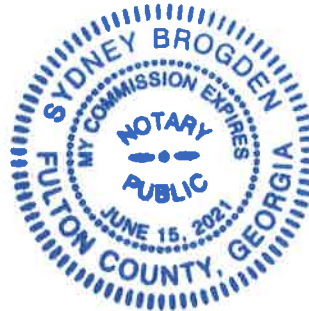


Exhibit A
Legal Description

STAMP
ADDED
TO CAPTURE
IMAGE

SHOPPES OF FOUNTAIN OAKS LEGAL DESCRIPTION

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 93, 17TH LAND DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF ROSWELL ROAD (RAW BEING 55' FROM CENTERLINE) WITH THE NORTHERLY RIGHT OF WAY OF LONG ISLAND DRIVE (50' RAW) IF SAID RIGHT OF WAY LINES WERE EXTENDED TO INTERSECT AT A POINT; THENCE NORTH 84 DEGREES 24 MINUTES 39 SECONDS WEST A DISTANCE OF 22.50 FEET TO A 1/2" REBAR SET ON THE NORTHERLY RIGHT OF WAY OF LONG ISLAND DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY OF LONG ISLAND DRIVE NORTH 84 DEGREES 24 MINUTES 39 SECONDS WEST, A DISTANCE OF 450.84 FEET TO A PK NAIL SET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 84 DEGREES 20 MINUTES 33 SECONDS WEST, A DISTANCE OF 220.36 FEET TO A 5/8" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 42.95 FEET, 117TH A RADIUS OF 25.00 FEET, AT A CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 07 MINUTES 45 SECONDS WEST AT 37.86 FEET TO A 5/8" REBAR FOUND ON THE (ASTERLY) RIGHT OF WAY OF LONG ISLAND TERRACE (50' RAW); THENCE ALONG SAID RIGHT OF WAY OF LONG ISLAND TERRACE NORTH 14 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 292.39 FEET TO A 1/2" REBAR SET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC DISTANCE OF 224.10 FEET, WITH A RADIUS OF 50.00 FEET, AT A CHORD BEARING AND DISTANCE OF NORTH 30 DEGREES 33 MINUTES 12 SECONDS WEST, AT 114.70 FEET TO A 1/2" REBAR SET; THENCE LEAVING SAID RIGHT OF WAY NORTH 41 DEGREES 06 MINUTES 09 SECONDS WEST, A DISTANCE OF 54.00 FEET TO A 1/2" REBAR SET; THENCE NORTH 22 DEGREES 52 MINUTES 52 SECONDS EAST, A DISTANCE OF 124.89 FEET TO A 5/8" REBAR FOUND; THENCE NORTH 01 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 280.00 FEET TO A PK NAIL FOUND ON THE SOUTHERLY RIGHT OF WAY OF BELLE ISLE ROAD (40' RAW); THENCE ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 09 MINUTES 43 SECONDS EAST, A DISTANCE OF 400.80 FEET TO A 1/2" REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 05 DEGREES 42 MINUTES 46 SECONDS WEST, A DISTANCE OF 69.74 FEET TO A 5/8" REBAR FOUND; THENCE SOUTH 88 DEGREES 05 MINUTES 22 SECONDS EAST, A DISTANCE OF 203.39 FEET TO A 1/2" REBAR SET; THENCE NORTH 05 DEGREES 29 MINUTES 06 SECONDS EAST, A DISTANCE OF 71.73 FEET TO A 3/4" CRIMPED TOP PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY OF BELLE ISLE ROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 23 MINUTES 25 SECONDS EAST, A DISTANCE OF 27.10 FEET TO A 1-1/4" OPEN TOP PIPE FOUND; THENCE LEAVING SAID RIGHT OF WAY SOUTH 05 DEGREES 13 MINUTES 51 SECONDS WEST, A DISTANCE OF 165.43 FEET TO A 1" OPEN TOP PIPE FOUND; THENCE SOUTH 89 DEGREES 20 MINUTES 12 SECONDS EAST, A DISTANCE OF 139.37 FEET TO A PK NAIL FOUND ON THE WESTERLY RIGHT OF WAY OF ROSWELL ROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 06 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 731.06 FEET TO A 1/2" REBAR SET; THENCE ALONG A CURVE TO THE RIGHT SAID CURVE HAVING AN ARC DISTANCE OF 23.19 FEET, WITH A RADIUS OF 50.00 FEET, AT A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 11 MINUTES 02 SECONDS WEST AT 23.18 FEET TO A 1/2" REBAR SET, SAID POINT BEING THE POINT OF BEGINNING

SAID TRACT OR PARCEL CONTAINING 596,268 SQUARE FEET OR 13.586 ACRES

TOGETHER WITH RIGHTS AND BENEFITS PURSUANT TO THAT CERTAIN EASEMENT BY AND BETWEEN FLETCHER BRIGHT PARTNERS I, LTD., A GEORGIA LIMITED PARTNERSHIP, MICHAEL O. SAVAGE D/B/A LONG ISLAND ASSOCIATES, A JOINT VENTURE AND LONG ISLAND ASSOCIATES, TO, A TENNESSEE LIMITED PARTNERSHIP, DATED JUNE 30, 1988, FILED JULY 8, 1988 AND RECORDED IN DEED BOOK 11690, PAGE 187, RECORDS OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA

TOGETHER WITH RIGHTS AND BENEFITS PURSUANT TO THAT CERTAIN EASEMENT BY AND BETWEEN FLETCHER BRIGHT PARTNERS I, LTD., A GEORGIA LIMITED PARTNERSHIP, MICHAEL O. SAVAGE D/B/A LONG ISLAND ASSOCIATES, A JOINT VENTURE AND LONG ISLAND ASSOCIATES, LTD., A TENNESSEE LIMITED PARTNERSHIP, DATED JANUARY 13, 2003, FILED JANUARY 13, 2003 AND RECORDED IN DEED BOOK 38860, PAGE 594, RECORDS OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA

TRACT 2

ALL THAT TRACTOR PARCEL OF LAND LYING AND BEING IN LAND LOT 93, 17TH LAND DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF ROSIDL ROAD (R/W BEING 55' FROM CENTERLINE) WITH THE NORTHERLY RIGHT OF WAY OF LONG ISLAND DRIVE (50' R/W), IF SAID RIGHT OF WAY LINES WERE EXTENDED TO INTERSECT AT A POINT, THENCE NORTH 84 DEGREES 24 MINUTES 39 SECONDS WEST, A DISTANCE OF 22.50 FEET TO A 1/2" REBAR SET ON THE NORTHERLY RIGHT OF WAY OF LONG ISLAND DRIVE; THENCE ALONG SAID RIGHT OF WAY OF LONG ISLAND DRIVE NORTH 84 DEGREES 24 MINUTES 39 SECONDS WEST, A DISTANCE OF 450.84 FEET TO A PK NAIL SET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 84 DEGREES 20 MINUTES 33 SECONDS WEST, A DISTANCE OF 220.36 FEET TO A 5/8" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING AN ARC DISTANCE OF 42.95 FEET, WITH A RADIUS OF 25.00 FEET, AT A CHORD BEARING AND DISTANCE OF NORTH 35 DEGREES 07 MINUTES 45 SECONDS WEST AT 17.88 FEET TO A 5/8" REBAR FOUND ON THE EASTERLY RIGHT OF WAY OF LONG ISLAND TERRACE (50' R/W); THENCE ALONG SAID RIGHT OF WAY OF LONG ISLAND TERRACE NORTH 14 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 292.39 FEET TO A 1/2" REBAR SET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT SAID CURVE HAVING AN ARC DISTANCE OF 224.10 FEET, WITH A RADIUS OF 80.00 FEET, AT A CHORD BEARING AND DISTANCE OF NORTH 30 DEGREES 33 MINUTES 12 SECONDS WEST, AT 114.76 FEET TO A 1/2" REBAR SET; THENCE LEAVING SAID RIGHT OF WAY NORTH 41 DEGREES 06 MINUTES 09 SECONDS WEST A DISTANCE OF 54.00 FEET TO A 1/2" REBAR SET; THENCE NORTH 22 DEGREES 52

★

MINUTES 52 SECONDS EAST, A DISTANCE OF 124.99 FEET TO A 5/8" REBAR FOUND; THENCE NORTH 01 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 280.00 FEET TO A PK NAIL FOUND ON THE SOUTHERLY RIGHT OF WAY OF BELLE ISLE ROAD (40' R/W); THENCE ALONG SAID RIGHT OF WAY SOUTH 86 DEGREES 09 MINUTES 48 SECONDS EAST, A DISTANCE OF 400.80 FEET TO A 1/2" REBAR SET AND THE TRUE

POINT OF BEGINNING; THENCE, SOUTH 88°30'56" EAST, 205.25 FEET TO A CRIMP TOP PIPE FOUND, THENCE LEAVING SAID RIGHT OF WAY, SOUTH 05°29'06" WEST, 71.73 FEET TO A 1" REBAR SET; THENCE NORTH 88°05'22" WEST, 205.10 FEET TO A 1/2" INCH REBAR SET; THENCE NORTH 05°42'46" EAST, 69.74 FEET TO A 1/2" INCH REBAR SET AND THE TRUE POINT OF BEGINNING

SAID TRACTOR PARCEL CONTAINING 14.488 OR 0.333 ACRES

Exhibit B
Map

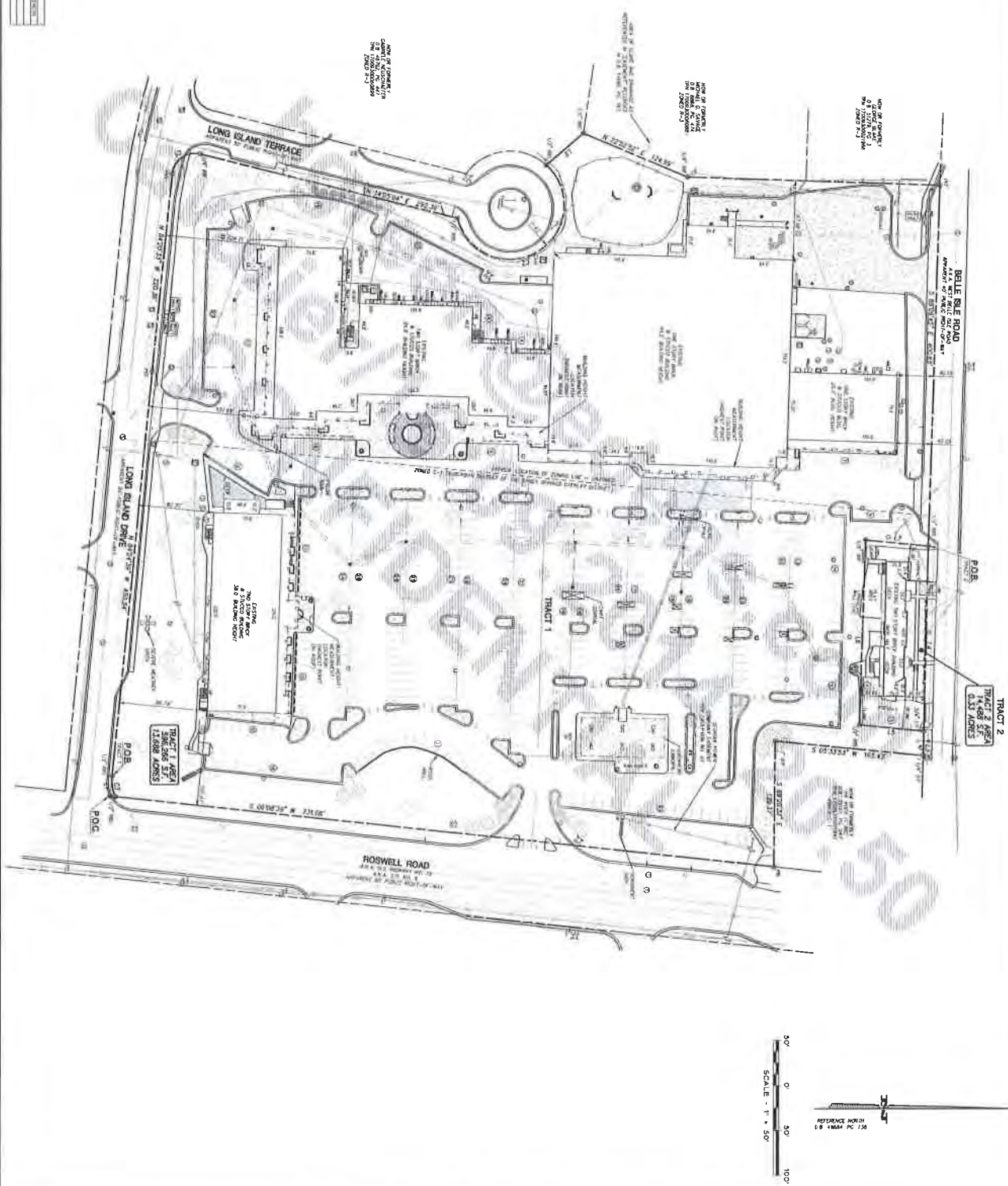
STAMP
ADDED
TO CAPTURE
IMAGE

LEGEND

- EXISTING BUILDING
- NEW 1ST FLOOR
- NEW 2ND FLOOR
- NEW 3RD FLOOR
- NEW 4TH FLOOR
- NEW 5TH FLOOR
- NEW 6TH FLOOR
- NEW 7TH FLOOR
- NEW 8TH FLOOR
- NEW 9TH FLOOR
- NEW 10TH FLOOR
- NEW 11TH FLOOR
- NEW 12TH FLOOR
- NEW 13TH FLOOR
- NEW 14TH FLOOR
- NEW 15TH FLOOR
- NEW 16TH FLOOR
- NEW 17TH FLOOR
- NEW 18TH FLOOR
- NEW 19TH FLOOR
- NEW 20TH FLOOR
- NEW 21ST FLOOR
- NEW 22ND FLOOR
- NEW 23RD FLOOR
- NEW 24TH FLOOR
- NEW 25TH FLOOR
- NEW 26TH FLOOR
- NEW 27TH FLOOR
- NEW 28TH FLOOR
- NEW 29TH FLOOR
- NEW 30TH FLOOR
- NEW 31ST FLOOR
- NEW 32ND FLOOR
- NEW 33RD FLOOR
- NEW 34TH FLOOR
- NEW 35TH FLOOR
- NEW 36TH FLOOR
- NEW 37TH FLOOR
- NEW 38TH FLOOR
- NEW 39TH FLOOR
- NEW 40TH FLOOR
- NEW 41ST FLOOR
- NEW 42ND FLOOR
- NEW 43RD FLOOR
- NEW 44TH FLOOR
- NEW 45TH FLOOR
- NEW 46TH FLOOR
- NEW 47TH FLOOR
- NEW 48TH FLOOR
- NEW 49TH FLOOR
- NEW 50TH FLOOR
- NEW 51ST FLOOR
- NEW 52ND FLOOR
- NEW 53RD FLOOR
- NEW 54TH FLOOR
- NEW 55TH FLOOR
- NEW 56TH FLOOR
- NEW 57TH FLOOR
- NEW 58TH FLOOR
- NEW 59TH FLOOR
- NEW 60TH FLOOR
- NEW 61ST FLOOR
- NEW 62ND FLOOR
- NEW 63RD FLOOR
- NEW 64TH FLOOR
- NEW 65TH FLOOR
- NEW 66TH FLOOR
- NEW 67TH FLOOR
- NEW 68TH FLOOR
- NEW 69TH FLOOR
- NEW 70TH FLOOR
- NEW 71ST FLOOR
- NEW 72ND FLOOR
- NEW 73RD FLOOR
- NEW 74TH FLOOR
- NEW 75TH FLOOR
- NEW 76TH FLOOR
- NEW 77TH FLOOR
- NEW 78TH FLOOR
- NEW 79TH FLOOR
- NEW 80TH FLOOR
- NEW 81ST FLOOR
- NEW 82ND FLOOR
- NEW 83RD FLOOR
- NEW 84TH FLOOR
- NEW 85TH FLOOR
- NEW 86TH FLOOR
- NEW 87TH FLOOR
- NEW 88TH FLOOR
- NEW 89TH FLOOR
- NEW 90TH FLOOR
- NEW 91ST FLOOR
- NEW 92ND FLOOR
- NEW 93RD FLOOR
- NEW 94TH FLOOR
- NEW 95TH FLOOR
- NEW 96TH FLOOR
- NEW 97TH FLOOR
- NEW 98TH FLOOR
- NEW 99TH FLOOR
- NEW 100TH FLOOR

FLOORING SUMMARY	
AREA (SQ. FT.)	11
TOTAL STAIRS	64

NO.	AREA (SQ. FT.)	NO.	AREA (SQ. FT.)
1	1,000.00	11	1,000.00
2	1,000.00	12	1,000.00
3	1,000.00	13	1,000.00
4	1,000.00	14	1,000.00
5	1,000.00	15	1,000.00
6	1,000.00	16	1,000.00
7	1,000.00	17	1,000.00
8	1,000.00	18	1,000.00
9	1,000.00	19	1,000.00
10	1,000.00	20	1,000.00
21	1,000.00	22	1,000.00
23	1,000.00	24	1,000.00
25	1,000.00	26	1,000.00
27	1,000.00	28	1,000.00
29	1,000.00	30	1,000.00
31	1,000.00	32	1,000.00
33	1,000.00	34	1,000.00
35	1,000.00	36	1,000.00
37	1,000.00	38	1,000.00
39	1,000.00	40	1,000.00
41	1,000.00	42	1,000.00
43	1,000.00	44	1,000.00
45	1,000.00	46	1,000.00
47	1,000.00	48	1,000.00
49	1,000.00	50	1,000.00
51	1,000.00	52	1,000.00
53	1,000.00	54	1,000.00
55	1,000.00	56	1,000.00
57	1,000.00	58	1,000.00
59	1,000.00	60	1,000.00
61	1,000.00	62	1,000.00
63	1,000.00	64	1,000.00



<p>ALTA/ACSM LAND TITLE SURVEY FOR AMREIT FOUNTAIN OAKS, LP AND FIDELITY NATIONAL TITLE INSURANCE COMPANY</p>	<p>13.688 ACRES 4920 ROSWELL RD. ATLANTA, GA. 30342 LAND LOT 93 - 17TH DISTRICT FULTON COUNTY - GEORGIA</p>	<p>Bechtler Greenfield Surveying, LLC 1430 West Peachtree St. NW, Suite 225 Atlanta, Georgia 30309 Phone: (404) 432-8181 Fax: (404) 432-8181 Email: info@bechtlersurveying.com</p>
--	--	---

Exhibit C
Annual Property Evaluation Form

STAMP
ADDED
TO CAPTURE
IMAGE

Exhibit C
Annual Property Evaluation Form

Fountain Oaks Shopping Center, HSI Site No. 10807

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."	✓	
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
Exposure	2	Have the conditions of the site property and/or surrounding properties been modified such that they would change the exposure determinations pursuant to the Voluntary Remediation Program Compliance Status Report?		
	2a	If yes to 2 provide a written explanation (attached) to EPD within 30 days.		
Exposure	3	Is there any use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purpose?		✓
	3a	If yes to 3, provide a written explanation (attached) to EPD within 30 days.		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them?		
	4a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	Photographs showing current land use (attached)		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)

TITLE

SIGNATURE

DATE

In Re: Notice of Environmental Covenant

April 10, 2024

State of Georgia
Department of Natural Resources
Environmental Protection Division
Response and Remediation Program
Land Protection Branch
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

AMREIT Fountain Oaks, LP
1221 Main Street
Suite #1000
Columbia, SC 29201

To the Addressees:

Pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq*, notice is hereby given in accordance with that certain Environmental Covenant recorded October 29, 2018 in Deed Book 59354, Page 515, Office of the Clerk of Superior Court of Fulton County, Georgia (the "Covenant"), that the property subject to the Covenant, commonly known as Fountain Oaks Shopping Center, located at 4920 Roswell Road and 115 W. Belle Isle Road in Atlanta, Fulton County, Georgia (the "Property") has been transferred to the new owner ("New Owner") whose contact information is shown below:

Jamestown Fountain Oaks, L.P.
c/o Jamestown, L.P.
Ponce City Market, 7th FL.
675 Ponce de Leon Avenue
Atlanta, GA 30308
Attn: Ansley Nixon and General Counsel
Tel. 404-856-4564
Email: Ansley.nixon@jamestownlp.com; legal@jamestownlp.com

The conveyance of fee simple interest in the Property has been recorded in the Clerk of Superior Court's Office of Fulton County, Georgia on April 8, 2024 in Deed Book 67736, Page 568.

Any subsequent notice in connection with the Covenant or the Property is hereby requested to be addressed to the New Owner listed above.

[Signature on following page.]

Sincerely,

JAMESTOWN FOUNTAIN OAKS, L.P.,
a Delaware limited partnership

By: Jamestown Fountain Oaks GP, L.P.,
a Delaware limited partnership,
its sole General Partner

By: Jamestown 32 GP, LLC,
a Delaware limited liability company,
its sole General Partner

By: Jamestown Properties, LLC,
a Delaware limited liability company,
its sole and managing member

By:

Name:

Title:


Matt Bronfman

Authorized Signatory