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Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

After Recording Return to:
Hitch Law, LLC
325 Watercress Dr.
Roswell, GA 30076

CROSS-REFERENCE:
County: DeKalb
Deed Book: 27564
Page(s): 74 - 77

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 and 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 EPD and [Ardent/LaFrance Entity] as set forth herein.

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

TAC LaFrance, LLC, a Delaware limited liability company
2100 Powers Ferry Road
Suite 350
Atlanta, GA 30339

Grantee/Holder with the power to enforce:

TAC LaFrance, LLC, a Delaware limited liability company
2100 Powers Ferry Road
Suite 350
Atlanta, GA 30339

Grantee/Entity with express power to enforce:

State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
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 2.448 acres of real property at 250 Arizona Avenue NE, Atlanta, DeKalb County, Georgia which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on May 15, 2019 to TC LaFrance, LLC; such conveyance is recorded in Deed Book 27564, Page 00078, of the DeKalb County deed records. The Property is located in Land Lot 210 of the 15th District of DeKalb County, Georgia.

The tax parcel of the Property is 1521002010 of DeKalb County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

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 TAC LaFrance, 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 corrective action performed at the property. The administrative records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
 Land Protection Branch
 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. The Property is subject to the following activity and/or use limitations:

Real Property. The property may be used for residential uses, as defined in Section 391-3-19-.02 of the Rules for Hazardous Site Response as of the date of this Environmental Covenant, provided that disturbance of subsurface soils greater than 20 feet in depth is restricted as specified by this Environmental Covenant.

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.

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 from the Property for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

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.

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 and TAC LaFrance, LLC. 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. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of 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 any site work.

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 and TAC LaFrance, LLC 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 to take samples.

This Environmental Covenant shall be enforceable by EPD, TAC LaFrance, 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, TAC LaFrance, LLC 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, TAC LaFrance, LLC 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). TAC LaFrance, LLC represents and warrants that all of the following are true and correct:

- A. TAC LaFrance, LLC holds fee simple title to the Property.
- B. TAC LaFrance, LLC has the authority to enter 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 TAC LaFrance, LLC 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 TAC LaFrance, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which TAC LaFrance, LLC is a party or by which TAC LaFrance, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property;
- 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, TAC LaFrance, LLC 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, GA 30334

With a copy to:

TAC LaFrance, LLC
2100 Powers Ferry Road
Suite 350
Atlanta, GA 30339

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).

Signed, sealed, and delivered
in the presence of:



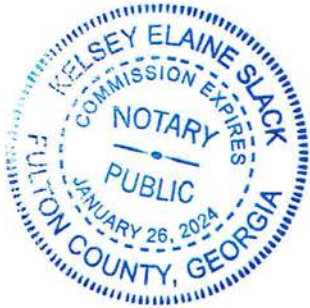
Unofficial Witness



Notary Public

My Commission
Expires: 01-26-2024

(NOTARY SEAL)



GRANTOR/GRANTEE/HOLDER:

TAC LaFrance, LLC

TAC LaFrance, LLC, a Delaware limited liability company

By: TAC LaFrance Partners, LLC, a Delaware limited liability company, its sole member

By: TAC LaFrance Investors, LLC, a Delaware limited liability company, its sole member

By: 

Dror Bezalel, Vice President

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 13th day of July, 2022:

Richard E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Laura Williams
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 13th day of July, 2022

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) 6/1/2026



Exhibit A
Legal Description of Property

suing Office File No.: 250A

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 210 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

COMMENCING AT A POINT on the southwestern line of the right-of-way of the Georgia Railroad, which point is 454.2 feet northwesterly, as measured along said right-of-way line from the east line of said Land Lot 210, which point of Beginning is the intersection of the Western side of Arizona Avenue with the southwestern line of said right-of-way of said railroad; running thence south along the west side of Arizona Avenue 507.1 feet; running thence west and forming an interior angle of 90 degrees with the preceding course, 200 feet to a point; running thence north and forming an interior angle with the preceding course of 90 degrees, 597.6 feet to the southwestern right-of-way line of said railroad; running thence in a southwesterly direction and forming an interior angle with the preceding course of 65 degrees 45 minutes, 219.7 feet to the Point of Beginning.

TOGETHER WITH AN EASEMENT for railroad spur track use originally conveyed from Blinc Realty Corporation to Arkansas Fuel Oil Company, dated February 24, 1950, recorded in Deed Book 804, page 192, aforesaid records, and subsequently conveyed to Mac-Win, Ltd., a Georgia limited partnership by virtue of a Quitclaim Deed dated November 15, 1978, recorded in Deed Book 3931, page 160, aforesaid records, and being more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 210 of the 15th District, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron rail 219.7 feet northwesterly of the intersection of the southeastern right-of-way of Georgia Railroad right-of-way (also known as College Avenue) and the Western right-of-way of Arizona Avenue, as measured along the southeasterly right-of-way of Georgia Railroad right-of-way from said Point of Beginning, run southerly along the western line of property now or formerly owned by Mac-Win, Ltd. a distance of 72 feet to a point; thence northwesterly a distance of 93 feet to a point on the southwestern right-of-way of said Georgia Railroad right-of-way; thence southeasterly along the southeasterly right-of-way of Georgia Railroad right-of-way a distance of 37 feet to the iron rail and Point of Beginning, together with any rights, title or interest which A. B. Winter a/k/a Alpert Roper Winter may have or claim to have in and to the above described property by reason of that certain Quitclaim Deed from City Services Oil Company to Alpert Roper Winter dated May 1, 1974 and that certain Quitclaim Deed from Arkansas Fuel Oil Company to Alpert Roper Winter dated May 1, 1974, including any of A. B. Winter a/k/a Alpert Roper Winter's rights, title, or interest in and to the property or easements described therein.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONDEMNED BY THE CITY OF ATLANTA, BY JUDGMENT AND DECREE DATED MARCH 26, 1975, RECORDED IN DEED BOOK 3433, PAGE 384, AFORESAID RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A" continued

TRACT ONE:

Fee simple title to all that tract or parcel of land lying and being in Land Lot 210 of the 15th District of DeKalb County, Georgia and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the existing southwesterly right-of-way line of the Georgia Railroad and Banking Company with the westerly boundary of Arizona Avenue, thence running southerly along said westerly boundary of Arizona Avenue 41.06 feet to a point; thence running North 53 degrees 49 minutes 13 seconds West (Bearings based on the 1927 Georgia Transverse Mercator Grid System, West Zone, adjusted in 1974 for MARTA), a distance of 239.28 feet to a point on the southwesterly right-of-way line of the Georgia Railroad and Banking Company; thence running southeasterly along said southwesterly right-of-way line, 219.7 feet to the Point of Beginning.

TRACT TWO:

An Easement for the purpose of constructing slopes, within, over and across all that tract or parcel of land lying and being in Land Lot 210 of the 15th District of DeKalb County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point formed by the intersection of the existing southwesterly right-of-way line of the Georgia Railroad Banking Company with the westerly boundary of Arizona Avenue; thence running southerly along said westerly boundary of Arizona Avenue, 262.00 feet to the Point of Beginning; thence continuing southerly along said westerly boundary of Arizona Avenue, 145.00 feet to a point; thence running North 88 degrees 42 minutes 48 seconds West 10.00 feet to a point; thence running North 01 degree 17 minutes 12 seconds East 145.00 feet to a point; thence running South 88 degrees 42 minutes 48 seconds East 10.00 feet to the Point of Beginning. Said slope easement is given for the purpose of restoring the existing drive crossing the within described property.

Exhibit B

Map of Property

