

After Recording Return to:
Wyatt Kendall
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326-1044

CROSS-REFERENCE:
County: Fulton
Deed Book: 63659
Page(s): 0368

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 the Environmental Protection Division ("EPD") and CC West Midtown Owner, LLC as set forth herein.

Fee Simple Owner:

Development Authority of Fulton County
Attn: Chairman
141 Pryor Street, S.W. Suite 2052 (Peachtree Level)
Atlanta, GA 30303

Grantee/Holder/Lessee with the power to enforce:

CC West Midtown Owner, LLC
c/o Mid-America Apartments, L.P.
6815 Poplar Avenue, Suite 500
Germantown, TN 38138
Attn: Legal Department

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

Grantor/Entity with Interests other than Fee Simple

CC West Midtown Owner, LLC
c/o Mid-America Apartments, L.P.
6815 Poplar Avenue, Suite 500
Germantown, TN 38138
Attn: Legal Department

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 9.96 acres of real property located at 1330 Fairmont Avenue, Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 1, 2021 from CC West Midtown Owner, LLC to the Development Authority of Fulton County; such conveyance is recorded in Deed Book 65063, Page 327, of the Fulton County deed records, and then leased back with an option to purchase to CC West Midtown Owner, LLC, such memorandum of the lease and option to purchase is recorded in Deed Book 65063, Page 331 of the Fulton County deed records. The Property is identified as Tax Parcel 17 018800030203 in Fulton County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B. The Restricted Use Zone ("RUZ") at the Property that will be subject to the activity and use limitations described herein is approximately 2.7 acres lying entirely within the Property. The figure attached as Exhibit C depicts the boundaries of the RUZ.

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 CC West Midtown Owner, 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 and/or being performed pursuant to the Georgia Brownfield Program 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
 2 Martin Luther King, Jr. Drive, SE
 Suite 1058 East Tower
 Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays
 Atlanta, Georgia 30334

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 dated August 31, 2023 (as may be amended from time to time with EPD's written approval) shall be implemented to ensure that quarterly, monthly, and semi-annual inspections (as specified in the Monitoring and Maintenance Plan) are

performed within and around the RUZ to verify the integrity and document the condition of the engineering controls (including protective surface covers, erosion and sedimentation control measures, and fencing and signage) and to look for indications of groundwater access at the Property, and that all reporting and repair obligations thereunder are satisfied. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan, will be maintained at the EPD office listed above.

- B. Prohibited Activities. Any activity within the RUZ that would expose contaminated soils beneath engineering controls across the RUZ is prohibited unless conducted in accordance with the approved Monitoring and Maintenance Plan. These activities include but are not limited to the following: drilling; digging; placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability; piercing the surface with a rod, spike, or similar item; bulldozing; or earthwork.
- C. Groundwater. The use or extraction of groundwater from the Property for any purposes other than environmental sampling 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 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. 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 RUZ, to apply for a building permit for construction at the RUZ, or to perform any site work.
- D. The CC West Midtown Owner, LLC shall inspect the Property in accordance with Exhibit D or in accordance with the EPD approved Monitoring and Maintenance Plan to ensure compliance with this document. Annually, by no later than December 31, following the effective date of this Environmental Covenant, the CC West Midtown Owner, LLC shall complete and submit to EPD the Annual Uniform

Environmental Covenant Certification and the Annual Property Evaluation Form attached to this document as Exhibits D and E, or a modified format as approved by EPD. The submittal should include photographs of the inspected areas of the Property and will document maintenance and inspection activities and whether or not the activity and use limitations in this Environmental Covenant are being met.

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 CC West Midtown Owner, 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, CC West Midtown Owner, 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, CC West Midtown Owner, 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, CC West Midtown Owner, 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. CC West Midtown Owner, LLC represents and warrants that all of the following are true and correct:

- A. CC West Midtown Owner, LLC holds a leasehold interest in the Property.
- B. CC West Midtown Owner, LLC 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 CC West Midtown Owner, 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 or operating agreement of CC West Midtown Owner, LLC, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which CC West Midtown Owner, LLC is a party or by which CC West Midtown Owner, LLC may be bound.
 - D. CC West Midtown Owner, LLC 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.
 - 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, CC West Midtown Owner, 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 1058 East Tower
 Atlanta, GA 30334

With a copy to:

CC West Midtown Owner, LLC
 c/o Mid-America Apartments, L.P.
 6815 Poplar Avenue, Suite 500
 Germantown, TN 38138
 Attn: Legal Department

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).

[Signatures on Following Page]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 4th day of December 2025.

For the Grantor/Grantee Holder/Lessee:

CC West Midtown Owner, LLC, a Delaware limited liability company

Eric Liebendorfer
(Signature)

Eric Liebendorfer

Authorized Person

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Henry Brown
Unofficial Witness (print name)

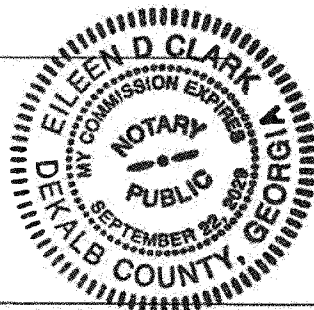
This instrument was signed or attested before me this 4th day of December, 2025, by Eric Liebendorfer.

Personally Known
 Produced Identification

Eileen D. Clark
Notary Public (Signature)

My Commission Expires: 9/22/2029

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 4th day of February, 2026 *am*

Jeff W Cown
(Signature)

Jeff Cown
Director

Signed in the presence of:

KER Blah
Unofficial Witness (signature)

Katie R Bloomfield
Unofficial Witness (print name)

This instrument was signed or attested before
me this 4th day of December, 2025, by Jeff
Cown.

- Personally Known
- Produced Identification

Dawn T. Donaldson
Notary Public (Signature)

My Commission Expires: 11/05/2029

(NOTARY SEAL)

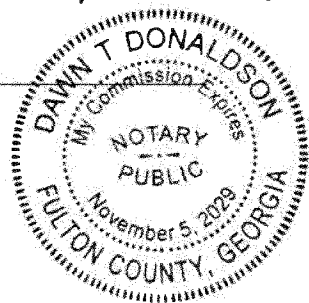


Exhibit A
Legal Description of Property

TRACT 1

All that tract or parcel of land lying and being in Land Lot 188 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

*To reach the TRUE POINT OF BEGINNING commence at a point at the intersection of the westerly Right Of Way of Fairmont Avenue (40' Right Of Way) and the northerly Right Of Way of Huff Road (40' Right Of Way); thence along said Right Of Way of Fairmont Avenue North 01° 02' 26" East a distance of 323.30 feet to an angle iron found and the TRUE POINT OF BEGINNING, from the point thus established and leaving said Right Of Way of Fairmont Avenue South 89° 47' 38" West a distance of 729.87 feet to a rebar and cap found; thence North 01° 15' 50" East a distance of 589.72 feet to a 1/8" rebar found; thence South 89° 36' 15" East a distance of 727.55 feet to a 1/4" rebar found on the westerly Right Of Way of Fairmont Avenue; thence along said Right Of Way of Fairmont Avenue South 01° 03' 16" West a distance of 592.02 feet to an angle iron found and the TRUE POINT OF BEGINNING.
Said tract contains 9.966 Acres (434,133 Square Feet).*

Exhibit B Map of Property

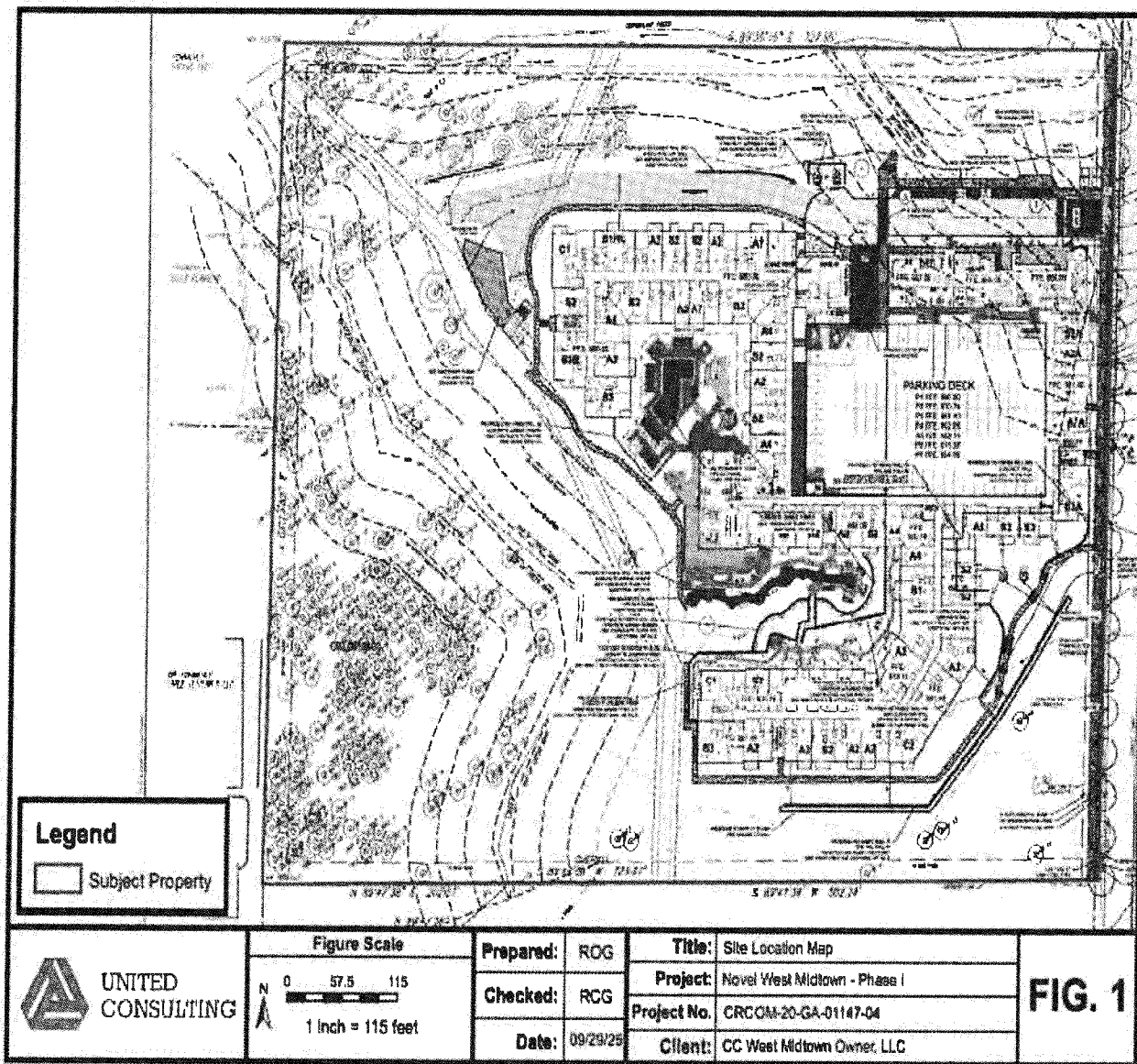


Exhibit C
Figure Depicting the RUZ

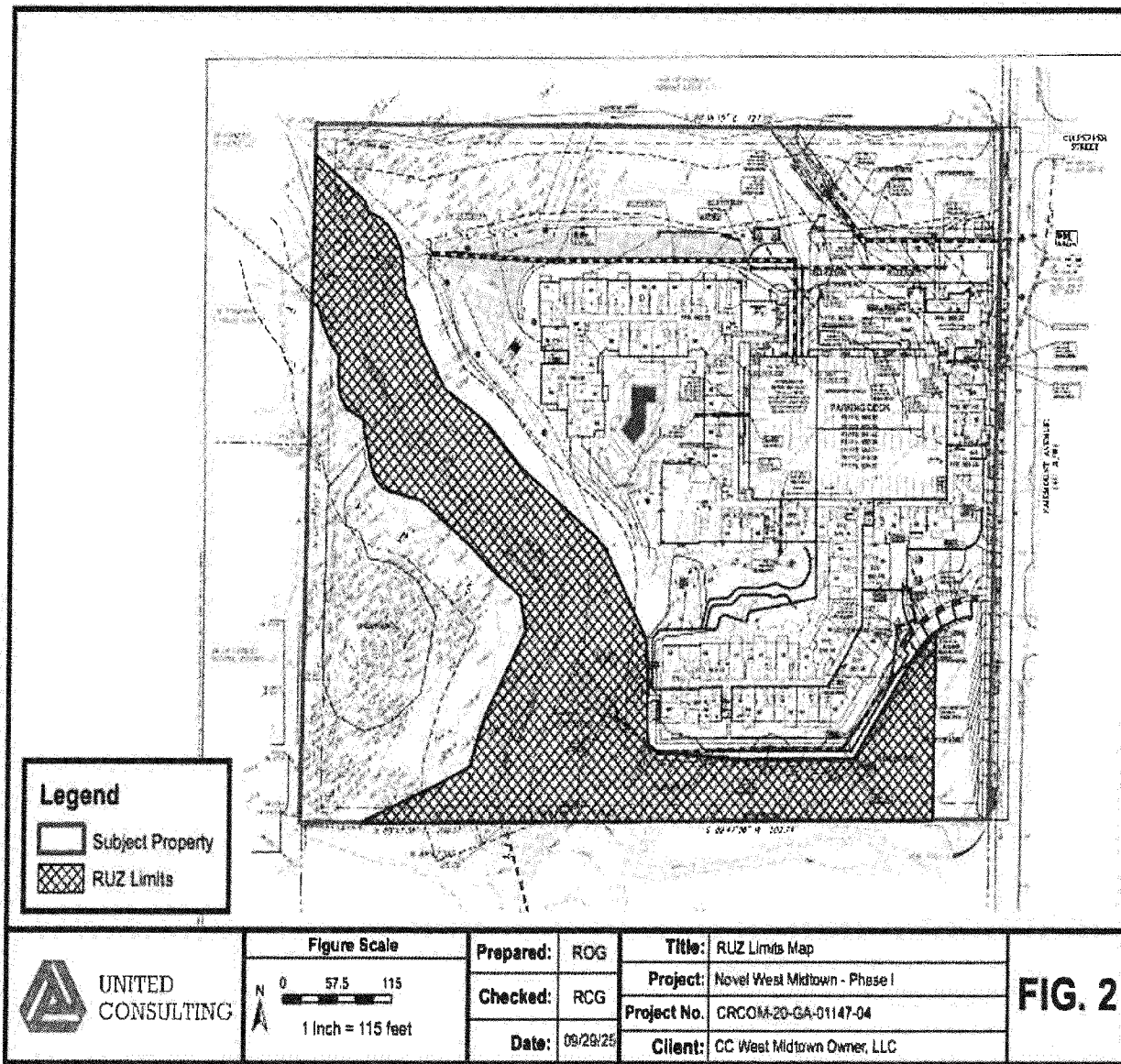


Exhibit D
Annual Property Inspection Form

Attachment D
RUZ Inspection Form
Novel West Midtown Brownfield Property - 1330 Fairmont Avenue
Atlanta, Fulton County, Georgia

No.	Criteria Response	YES	NO
RUZ Use (Inspection Frequency: Semi-annually)			
1	Does the RUZ 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, was EPD notified, and approval provided in advance?		
2	Has the use of the RUZ changed or has construction work been implemented within the RUZ?		
2a	If yes to 2, attach a written explanation.		
Engineering Controls			
Hardscapes (Inspection Frequency: Quarterly)			
3	Is the retaining wall intact and of sufficient quality to prevent exposure to soil in the area? (See Figure 3 in MMP)		
3a	If no to 3, are corrective measures being taken? Perform repairs within 60 days of discovery. Please attach a written explanation and photographic documentation.		
Softscapes (Inspection Frequency: Quarterly)			
4	Are the protective surface covers (Soil Cap Cover, Rip-Rap Cover, and Vegetative Cover) intact and of sufficient quality to prevent exposure to soil in the area? (See Figure 3 of MMP)		
4a	If no to 4, are corrective actions being taken? Perform repairs within 60 days of discovery. Please attach a written explanation and photographic documentation.		
Erosion and Sedimentation Control (Inspection Frequency: Monthly)			
5	Is there evidence of erosion or sediment buildup in the RUZ? Is the drop inlet not performing as designed? Are the gabion baskets damaged?		
5a	If yes, are corrective measures being taken? Perform repairs within 60 days of identification. Please attach a written explanation and photographic documentation.		
Fencing (Inspection Frequency: Semi-annually)			
6	Does the RUZ fence have holes, breaches, damaged posts, or evidence of trespassing? Are the gates unlocked and/or open?		
6a	If yes, are corrective measures being taken? Perform repairs within 60 days of identification. Please attach a written explanation and photographic documentation.		
Signage (Inspection Frequency: Semi-annually)			
7	Are the six permanent markers at the RUZ in place and legible? (See Figure 3 of MMP)		
7a	If no to 7, are corrective actions being taken? Perform repairs within 60 days of discovery. Please attach a written explanation and photographic documentation.		
Groundwater (Inspection Frequency: Semi-annually)			
8	Is there evidence of the use of groundwater other than for groundwater sampling, analysis, and monitoring?		
8a	If yes, take immediate actions to stop such use, and properly close and abandon such wells. Please attach a written explanation and photographic documentation.		
Monitoring and Maintenance Plan			
9	Based on review of the MMP, are revisions to the plan needed?		
9a	If yes to 9, submit the revised MMP to the EPD for review and approval within 90 days.		
Inspection			
10	Date of inspection:		
10a	Name of inspector:		
10b	Photographs showing current land use, engineering controls, and permanent markers (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.

Representative of Owner (Please type or print)

TITLE

SIGNATURE

DATE

Exhibit E
Annual Uniform Environmental Covenant Certification Form

Annual Uniform Environmental Covenant Certification

UECs are one form of corrective action that may be used to address contamination on a property. Owners are legally required to ensure that the conditions of the UEC are maintained, to report changes in property ownership to the Georgia Environmental Protection Division (EPD) within 30 days, and to complete this annual certification. If the UEC conditions are not maintained, additional investigation and/or corrective action may be required. Each UEC has unique conditions and reporting requirements; you may find a copy of the conditions that apply to your property at: <https://epd.georgia.gov/properties-subject-uniform-environmental-covenants>.

If you have additional questions, you may contact EPD's Land Protection Branch at 404-657-8600.

I certify that I have reviewed the specific conditions of the UEC for the property located at:

Assigned Site Environmental Name or Number (if known):

What is your property's current use? _____

Please indicate UEC Status (select all that apply):

My property has a restriction on groundwater usage. Groundwater on the property is not being used except as permitted in the UEC.

My property has a restriction prohibiting residential use. The property is only being used for non-residential use **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, for example, day care facilities, playgrounds, schools, etc. at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group...".

My property has a restriction associated with the potential for vapor intrusion. Those conditions are being met in that no new enclosed structures have been constructed and, if applicable, any existing passive vapor intrusion mitigation system remains in place and functional. If your property has an active vapor intrusion mitigation system or you have engaged in any new construction on the property, check the following box and submit the Annual Property Evaluation Form.

My property or covenant has additional restrictions or requirements. The Annual Property Evaluation Form and supporting documentation are attached.

At least one condition described in the Uniform Environmental Covenant has changed. This may include, without limitation, changes to groundwater usage, ownership, fencing, vapor intrusion systems, asphalt or concrete maintenance, etc. If ownership of part or all of the property has changed, please provide contact information for the new owner(s) below.

If this is the case, please describe:

I, _____ (Name of individual signing the Certification), the _____ (Title), am the Responsible Official for _____ (Name of the Owner), which is a _____ (Legal form of the Entity), and am duly authorized to represent _____ (Name of the Owner) in connection with compliance with the UEC and to execute this Certification.

Certification:

Following reasonable inquiry, I certify that this document, all attachments and the information submitted are, to the best of my knowledge and belief, true, accurate and complete.

NAME (Please type or print)

TITLE

SIGNATURE

DATE