

After Recording Return to:  
Jonathan E. Wells  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree St. NE, Suite 600  
Atlanta, Georgia 30309

CROSS-REFERENCE:  
County: \_\_\_\_\_  
Deed Book: \_\_\_\_\_  
Page(s): \_\_\_\_\_

### 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 Maple Multi-Family Land SE, LP as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** EQR-Iris O4W LLC  
c/o ERP Operating Limited Partnership  
Two North Riverside Plaza, Suite 400  
Chicago, Illinois 60606

**Grantee/Holder with the power to enforce:** Maple Multi-Family Land SE, LP  
3715 Northside Parkway, Building 200, Suite 800  
Atlanta, Georgia 30327

**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 2.859 acres of real property located at 652 Angier Avenue NE, Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter “Property”). The Property was assembled from conveyances on March 31, 2021 to DRI/Maple OFW, LLC; such conveyances are recorded in Deed Book 63494, Pages 637 and 643, and Deed Book 63495, Pages 133, 138, 143, 147, 179, 184, 252 and 257 of the Fulton County deed records. The Property is located in Land Lot 18 of the 14th District of Fulton County, Georgia.

The tax parcel of the Property is 14-0018-0005-077-4 of Fulton County, Georgia, with a portion of the Property located in former tax parcel 14-0018-0005-073-3 of Fulton County, Georgia, currently showing as inactive.

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 EQR-Iris O4W LLC, Maple Multi-Family Land SE, 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 corrective action performed and/or being performed at the Old 4<sup>th</sup> Ward Multifamily Development facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
 Response and Remediation Program - Brownfield  
 2 Martin Luther Kings Jr., Suite 1058  
 Atlanta, Georgia 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:

- A. Interference with Remedy. Engineering controls are being relied upon at the Property to restrict exposure to regulated substances in soil. The engineering controls consist of a surficial barrier across the entire Property. The surficial barrier includes concrete foundations and building slabs, concrete sidewalks, pavers, concrete pavement, and a minimum of one (1) foot of soil meeting Type 1 Risk Reduction Standards in unpaved areas. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the corrective action, or created a new exposure pathway, is prohibited. With the exception of the work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited include, but are not limited to, the following: drilling, digging, bulldozing, earthwork, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load-bearing capability, or piercing the surficial barrier with a rod, spike, or similar item. Activities that are otherwise prohibited may occur in

conjunction with redevelopment of the Property, or as may be necessary for the maintenance, repair, or replacement of engineering controls, but must be performed in compliance with the Prospective Purchaser Corrective Action Plan or Monitoring and Maintenance Plan approved by EPD.

- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
- C. Monitoring and Maintenance Plan (MMP). The MMP (as may be amended from time to time with EPD's written approval) referenced and incorporated into the Compliance Status Report approved by EPD and the Limitation of Liability issued by the Director of EPD shall be implemented to verify the integrity, maintenance, and repair (if necessary) of the engineering controls, which serve as the corrective action at the Property. The most current version of the MMP is included in the Administrative Records and shall be available at EPD or from then-current Fee Simple Owner.
- D. Permanent Markers. Three permanent markers shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.08 (7) of the Rules. Disturbance or removal of such markers is prohibited.
- E. Vapor Intrusion Exposure Pathway Evaluation and Mitigation. The Compliance Status Report approved by EPD documents the installation of a Vapor Intrusion Mitigation System (VIMS) appropriate for the current use of the Property. Prior to any new occupied-building construction on the Property, the Owner shall evaluate the potential for indoor air vapor intrusion, and if necessary, mitigate exposure pathways during redevelopment.

**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 Maple Multi-Family Land SE, 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.

- 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 Maple Multi-Family Land SE, LP 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, Maple Multi-Family Land SE, LP, 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 each of (i) the Director of EPD, (ii) Maple Multi-Family Land SE, LP, and (iii) EQR-Iris O4W LLC, EQR-Iris O4W LLC shall record the fully executed 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, EQR-Iris O4W 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).** EQR-Iris O4W LLC represents and warrants that all of the following are true and correct:

- A. EQR-Iris O4W LLC holds fee simple title to the Property.
- B. EQR-Iris O4W 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 EQR-Iris O4W 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 EQR-Iris O4W LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which EQR-Iris O4W LLC is a party or by which EQR-Iris O4W LLC may be bound.
  - D. EQR-Iris O4W 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, EQR-Iris O4W LLC has caused to be 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:

If to EPD:

Georgia Environmental Protection Division  
 Branch Chief  
 Land Protection Branch  
 2 Martin Luther King Jr. Drive SE  
 Suite 1054 East Tower  
 Atlanta, GA 30334

If to Maple Multi-Family Land SE, LP:

Maple Multi-Family Land SE, LP  
 3715 Northside Parkway, Building 200, Suite 800  
 Atlanta, Georgia 30327

If to EQR-Iris O4W LLC:

EQR-Iris O4W LLC  
 c/o ERP Operating Limited Partnership

Attn: General Counsel  
Two North Riverside Plaza, Suite 400  
Chicago, Illinois 60606

With a copy to:

ERP Operating Limited Partnership  
Attn: Environmental Manager  
Two North Riverside Plaza, Suite 400  
Chicago, Illinois 60606

**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 next page]

[SIGNATURE PAGE TO ENVIRONMENTAL COVENANT]

Grantor

EQR-Iris O4W LLC, a Delaware limited liability company

By: EQR-Teresina Limited Partnership, a Delaware limited partnership, its sole member

By: EQR-Teresina, LLC, a Delaware limited liability company, its general partner

By: EQR Operating Limited Partnership, an Illinois limited partnership, its member

By: Equity Residential, a Maryland real estate investment trust, its general partner

By: [Signature]  
Name: Brian Grant  
Its: Senior Vice President

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

SHELTON WHITLEY  
Unofficial Witness (print name)

State of GA  
County of Fulton

This instrument was signed or attested before me this 5  
day of May, 2025, by Brian Grant.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



Grantee

Maple Multi-Family Land SE, LP

By: ~~Maple Multi-Family Development, LLC, its General Partner~~

(Signature)

Justin Adams

Vice-President

Signed in the presence of:

(Signature)

Unofficial Witness (signature)

Garrett Wright

Unofficial Witness (print name)

State of Georgia  
County of Fulton

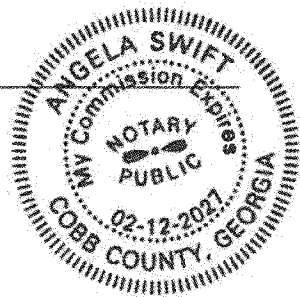
This instrument was signed or attested before me this 18<sup>th</sup> day of May, 2025, by Justin Adams.

Personally Known  
 Produced Identification

(Signature)  
Notary Public (Signature)

My Commission Expires: 02-12-2027

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 9th day of July, 2025 :

Jeff W. Cown  
(Signature)

Jeff W. Cown  
Director, Environmental Protection Division

Signed in the presence of:

Dawn T. Donaldson  
Unofficial Witness (signature)

Dawn T. Donaldson  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 9 day of July, 2025 by Jeff  
W. Cown.

- Personally Known
- Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 7/9/2027

(NOTARY SEAL) \_\_\_\_\_



Exhibit A  
Legal Description of Property

## OVERALL TRACT

All that tract or parcel of land lying and being in Land Lot 18 of the 14th District, Fulton County, Georgia, being Tract =2.859 acres as per Lot Consolidation Plat for DRI/Maple OFW, LLC by Aubrey J. Akin, GA RLS #3138, dated May 18, 2022, and recorded in Plat Book 451, Page 88, Fulton County, Georgia, records, which recorded plat is incorporated herein by reference for a more complete description of said property.

Also described as:

Beginning at 1/2" rebar found on the southerly Right of Way of Rankin Street (50' R/W), said point being 250.43 feet from the easterly Right of Way of Glen Iris Drive (50' R/W), from point thus established and continuing along said Right of Way of Rankin Street North 84° 01' 15" East a distance of 151.35 feet to a 1" open top pipe found; thence North 84° 04' 26" East a distance of 151.43 feet to an iron pin set; thence leaving said Right of Way and running South 00° 31' 06" West a distance of 163.46 feet to a point; thence North 71° 38' 03" East a distance of 50.06 feet to a point; thence South 02° 14' 12" East a distance of 221.58 feet to a 1/2" rebar found on the northerly Right of Way of Angier Avenue (50' R/W); thence running along said Right of Way the following courses: along a curve to the right an arc length of 59.74 feet, (said curve having a radius of 276.49 feet, with a chord bearing of South 75° 26' 47" West, and a chord length of 59.62 feet) to a PK nail found; thence along a curve to the right an arc length of 44.66 feet, (said curve having a radius of 297.74 feet, with a chord bearing of South 84° 23' 13" West, and a chord length of 44.61 feet) to a point; thence South 88° 32' 54" West a distance of 20.97 feet to an iron pin set; thence South 88° 31' 26" West a distance of 82.35 feet to a 1" crimp top pipe found; thence running along said Right of Way running along a curve to the right an arc length of 152.32 feet, (said curve having a radius of 9904.37 feet, with a chord bearing of South 88° 21' 41" West, and a chord length of 152.32 feet) to a 1" crimp top pipe found; thence leaving said Right of Way North 00° 17' 09" East a distance of 364.05 feet to the TRUE POINT OF BEGINNING. Said tract contains 2.859 Acres (124,525 Square Feet).

Exhibit B  
Map of Property

