

After Recording Return to:  
S. Trent Myers, Esq.  
Eversheds Sutherland  
999 Peachtree Street NE  
Atlanta, Georgia 30309-3996  
Parcel No. 17-0151-0004-025-4

When Recorded Return To:  
Heather Townsend  
National Commercial Services  
First American Title Insurance Company  
Six Concourse Parkway, Ste. 2000  
Atlanta, GA 30328  
File No: NCS 927091

Deed Book 59479 Page 521  
Filed and Recorded 12/3/2018 11:16:00 AM  
2018-0307669  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, GA  
Participant IDs: 1983094574  
7067927936

CROSS-REFERENCE  
Deed Book: 59470  
Page: 150

### **CORRECTIVE ENVIRONMENTAL COVENANT**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fee Simple Owner/Grantor:                        | Westside Venture LLC<br>5909 Peachtree Dunwoody Road<br>Suite 400<br>Atlanta, Georgia 30328                                                                                                                                                                                                                                                                                                |
| Grantee/Holder with the<br>power to enforce:     | Westside Venture LLC<br>5909 Peachtree Dunwoody Road<br>Suite 400<br>Atlanta, Georgia 30328                                                                                                                                                                                                                                                                                                |
| Grantee/Entity with<br>express power to enforce: | State of Georgia<br>Department of Natural Resources<br>Environmental Protection Division<br>2 Martin Luther King Jr. Drive SE<br>Suite 1465 East Tower<br>Atlanta, Georgia 30334                                                                                                                                                                                                           |
| Persons with Interests<br>other than Fee Simple: | Wells Fargo Bank<br>171 17 <sup>th</sup> Street NW, 4 <sup>th</sup> Floor<br>Atlanta, Georgia 30363<br>Attention: Loan Administration Manager<br><br>Comcast Cable Communications, LLC<br>6200 The Corners<br>Norcross, Georgia 30092<br><br>Atlanta Beltline, Inc.<br>100 Peachtree Street NW<br>Suite 2300<br>Atlanta, Georgia 30303<br>Attention: Stacy Patton, Director of Real Estate |

This instrument is being made to correct the Environmental Covenant recorded on November 30, 2018, as Instrument No. 2018-0306193 in Deed Book 59470, Page 150, in the office of the Clerk of Superior Court of Fulton County, Georgia (the "Environmental Covenant"). The legal description attached as Exhibit A to the Environmental Covenant is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

Atlanta Beltline, Inc.  
 100 Peachtree Street, NW  
 Suite 2300  
 Atlanta, Georgia 30303  
 Attention: Stacy Patton, Director of Real Estate

### **Property Subject**

The property subject to this Environmental Covenant is a 0.429-acre parcel located at 903 Huff Road in Atlanta, Fulton County, Georgia (hereinafter the "Property"). The Property is part of a larger parcel that was conveyed on August 20, 2015 from Siskin Steel and Supply Company to Westside and recorded in Deed Book 55301, Page 276, Fulton County Records. The Property is located in Land Lot 188 of the 17th District of Fulton County, Georgia. A metes and bounds legal description of the Property is attached as Exhibit A and a survey of the Property (Tract 1; 0.429 acres) is attached as Exhibit B.

**Tax Parcel ID Number:** The property is a portion of Tax Parcel ID Number 17 015100040254 of Fulton County, Georgia.

### **Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to O.C.G.A. §§ 44-16-5(a) and 44-16-9(a), 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 in the Act. Thus, this Environmental Covenant shall be binding upon Westside 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 Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
 Land Protection Branch  
 Floyd Towers East, Suite 1054  
 2 Martin Luther King, Jr. Drive SE  
 Atlanta, Georgia 30334  
 M-F 8:00 AM to 4:30 PM excluding state holidays

This Environmental Covenant is required because certain soil on the Property is impacted by RCRA metals, VOCs and SVOCs. 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 (the "Rules"). Westside has certified to EPD that the Property complies with Type 5 Risk Reduction Standards and EPD has concurred with that certification. The Corrective Action completed on the Property consists of the installation and maintenance of engineered controls. The "Engineered Control" consists of a protective surface cover over the impacted area comprised of a minimum of two feet (2') of clean soil and landscaped with trees, shrubs, grass, and/or impervious surfaces such as asphalt or concrete pavers restricting access/exposure to the impacted area. Additionally, this Environmental Covenant contains institutional controls limiting the use of the Property to non-residential activities and restricting the use of groundwater to protect human health and the environment.

### **Activity and Use Limitations and Other Requirements Arising under Corrective Action**

The Property is subject to the following activity and/or use limitations and other requirements arising under the corrective action:

#### Use Limitations

Real Property. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules. Any residential use of the Property shall be prohibited.

Groundwater. The use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

Interference with Remedy. Any activities that result in the disturbance of the Engineered Control), including but not limited to drilling, digging, bulldozing, earthwork or placement of objects or use of equipment which pierces or otherwise disturbs the Engineered Control shall be done in a manner consistent with the Monitoring and Maintenance Plan (referenced below).

Other. None

**Other Requirements.** The Property is subject to the following additional requirements.

Permanent Marker. Permanent markers that denote the restricted area, as specified in Section 391-3-19-.07(10) of the Rules, shall be installed and maintained on the Property. Disturbance or removal of such marker is prohibited.

Monitoring and Maintenance Plan. The Monitoring and Maintenance Plan (as amended from time to time with EPD's written approval) must be implemented to ensure that inspections are performed periodically to verify the integrity of the Engineered Control and ensure that protective properties of the Engineered Control are fully restored following any invasive activities requiring penetration of the engineered cover materials or control measures. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan, are maintained at the EPD offices listed below and are available for review by appointment.

Georgia Environmental Protection Division

Land Protection Brank – Brownfield Program  
 2 Martin Luther King Jr. Drive  
 Suite 1054 East  
 Atlanta, Georgia 30334  
 (404) 656-7802, for appointments

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), a copy of the Environmental Covenant (and any amendments thereto), and the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded.

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.

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 O.C.G.A. § 44-16-6, 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 of Westside's successors, assigns and transferees of any fee simple interest in the Property or any portion thereof shall have the right to enter the Property at reasonable times in connection with implementation, compliance and/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, Westside 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, Westside 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. In accordance with O.C.G.A. § 44-16-7, within thirty (30) days after recording of the Environmental Covenant, Westside shall send a stamped copy of the recorded Environmental Covenant to EPD and to each of the following: (1) each person holding a recorded interest in the Property; (2) each municipality, county, consolidated government, or other unit of local government in which the Property is located; and (3) each owner in fee simple whose property abuts the Property.

### **Representations and Warranties by Grantor**

Westside represents and warrants that all of the following are true and correct:

- (1) Westside has the authority and power to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out all 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 Westside that will alter this representation and warranty.
- (2) Westside is the sole owner of the Property and holds fee simple title.
- (3) To the best of Westside's knowledge, all persons with existing interests other than fee simple in the Property have been identified; the type and status of their interests have been determined; 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 have been provided to EPD.
- (4) 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.
- (5) 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 Westside nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Westside is a party or by which Westside may be bound.
- (6) At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Westside served a copy of the proposed final text of this Environmental Covenant on all persons or entities 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:

Westside Venture LLC  
Attention: Darin Collier  
5909 Peachtree Dunwoody Road  
Suite 400  
Atlanta, GA 30328

**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 competence 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 has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 22<sup>nd</sup> day of DECEMBER, 2018.

Signed, sealed, and delivered in the presence of:

**For the Grantor:**

WESTSIDE VENTURE LLC, a Georgia limited liability company

By: Worthing Westside Investors LLC, a Georgia limited liability company

Marta Sob  
Unofficial Witness (Signature)

Michael S. O'Brien  
Unofficial Witness Name (Print)

1019 Washita Avenue

Atlanta GA 30307  
Unofficial Witness Address (Print)

Mindy E Reed  
Notary Public (Signature)

My Commission Expires: 6/14/22

[Signature] (Seal)  
Grantor's Authorized Representative (Signature)

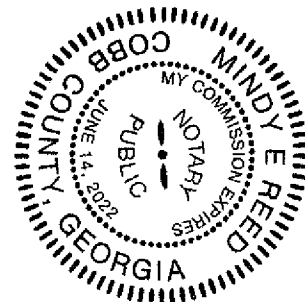
Authorized Representative Name (Print)

DARIN W. COWLER

VICE PRESIDENT

Title of Authorized Representative (Print)

Dated: 10/22/18  
(NOTARY SEAL)



Grantee has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 22<sup>nd</sup> day of OCTOBER, 2018.

Signed, sealed, and delivered in the presence of:

**For the Grantee:**

WESTSIDE VENTURE LLC, a Georgia limited liability company

By: Worthing Westside Investors LLC, a Georgia limited liability company

Michael S. O'Brien  
Unofficial Witness (Signature)

Michael S. O'Brien  
Unofficial Witness Name (Print)

1019 Washita Avenue NE

Atlanta GA 30307  
Unofficial Witness Address (Print)

Mindy E. Reed  
Notary Public (Signature)

My Commission Expires: 6/14/22

[Signature]  
Grantee's Authorized Representative (Signature)

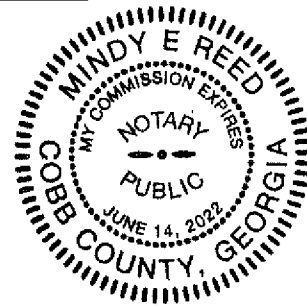
(Seal)

Authorized Representative Name (Print)

DARIN W. COLLIER  
VICE PRESIDENT

Title of Authorized Representative (Print)

Dated: 10/22/18  
(NOTARY SEAL)





Signed, sealed, and delivered in the presence of:

Sydney Brogden  
Unofficial Witness (Signature)

Sydney Brogden  
Unofficial Witness Name (Print)

2 MLK Jr. Dr. SE

Atlanta, GA 30334  
Unofficial Witness Address (Print)

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

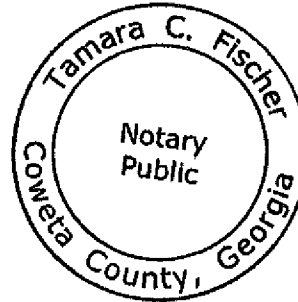
For the State of Georgia  
Environmental Protection Division:

Richard Dunn  
(Signature)  
Richard Dunn

Director

Dated: 11/20/18

(NOTARY SEAL)



**Exhibit A**  
**Legal Description**

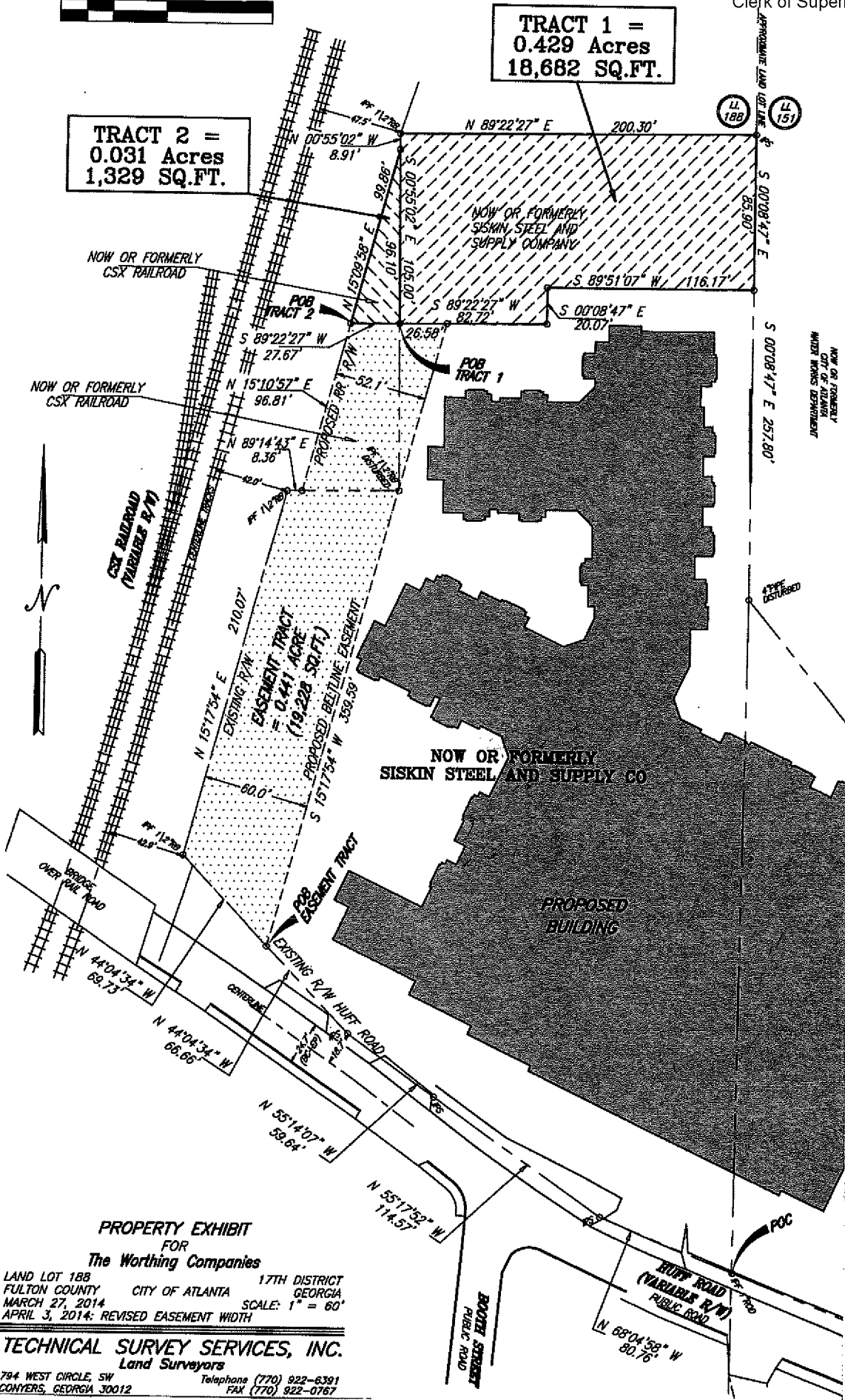
All that tract or parcel of land lying and being in Land Lot 188 of the 17<sup>th</sup> District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a 1" rod found at the intersection of the Land Lot Line common to Land Lots 151 and 188 and the northerly Right of Way of Huff Road (Variable R/W), thence along said Right of Way the following courses: North 68° 04' 58" West a distance of 80.76 feet to an iron pin set; thence North 55° 17' 52" West a distance of 114.57 feet to an iron pin set; thence North 55° 14' 07" West a distance of 59.64 feet to an iron pin set; thence North 44° 04' 34" West a distance of 66.66 feet to a point; thence North 44° 04' 34" West a distance of 69.73 feet to a ½" rebar found on the easterly Right of Way of CSX Railroad; thence running along said Right of Way thence North 15° 17' 54" East a distance of 210.07 feet to a ½" rebar found; thence North 89° 14' 43" East a distance of 8.36 feet to a point on the proposed Right of Way line of CSX Railroad; thence running along said proposed Right of Way North 15° 10' 57" East a distance of 96.81 feet to a point; thence leaving said Right of Way and running North 89° 22' 27" East a distance of 27.67 feet to a point on the current Right of Way of CSX Railroad and the TRUE POINT OF BEGINNING; from point thus established and running along said current Right of Way North 00° 55' 02" West a distance of 105.00 feet to a ½" rebar found; thence leaving said Right of Way and running North 89° 22' 27" East a distance of 200.30 feet to an iron pin set on the Land Lot Line common to Land Lots 151 and 188; thence along said Land Lot Line South 00° 08' 47" East a distance of 85.90 feet to a point; thence leaving said Land Lot Line South 89° 51' 07" West a distance of 116.17 feet to a point; thence South 00° 08' 47" East a distance of 20.07 feet to a point; thence South 89° 22' 27" West a distance of 82.72 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.429 Acres (18,682 Square Feet).

Exhibit B  
Survey

See Following Page

0' 60' 120'



July 3, 2024

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

Re: Environmental Covenant dated October 22, 2018, and recorded in Deed Book 59470, Page 150, Fulton County, Georgia records, as corrected by that certain Corrective Environmental Covenant dated October 22, 2018, and recorded in Deed 59479, Page 521, Fulton County, Georgia records (as amended, the “**Covenant**”) pertaining to that certain 0.429-acre parcel located at 903 Huff Road, Atlanta, Fulton County, Georgia (the “**Property**”)

Dear Sir or Madam:

A copy of the Covenant is attached hereto as Exhibit A.

Pursuant to the terms of the Covenant, notice is hereby given that on June 17, 2024, Westside Heights Acquisition LLC, a Delaware limited liability company (the “**Existing Owner**”) conveyed the Property to Mill at Westside Apartments Owner, LLC, a Delaware limited liability company (the “**New Owner**”), by way of limited warranty deed recorded in Deed Book 67960, Page 503, Fulton County, Georgia records, a copy of which deed is attached hereto as Exhibit B.

The New Owner’s contact information is as follows:

Mill at Westside Apartments Owner, LLC  
3060 Peachtree Rd NW, Suite 360  
Atlanta, Georgia 30305  
Attention: Jeff Tucker

[Signature page follows]


**EXISTING OWNER**

**WESTSIDE HEIGHTS ACQUISITION LLC,**  
a Delaware limited liability company

By: E. Kirsh  
Name: Evan Kirsh  
Title: President

**NEW OWNER**

**MILL AT WESTSIDE APARTMENTS OWNER, LLC,**  
a Delaware limited liability company

By:   
Name: Jeffrey S. Tucker  
Title: Authorized Representative