

**After recording, return to:**

City of Atlanta, Department of Watershed Management  
Office of Watershed Protection  
72 Marietta Street NW, 8<sup>th</sup> Floor  
Atlanta, GA 30303  
Attn: Alex Mohajer

CROSS-REFERENCE

Clerk of Superior Court

## 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 Georgia Environmental Protection Division (“EPD”) and the City of Atlanta as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** City of Atlanta  
55 Trinity Ave, SW  
Atlanta, GA 30303

**Holder with the power to enforce:** City of Atlanta  
55 Trinity Ave, SW  
Atlanta, GA 30303

**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:**

The property subject to this Environmental Covenant is a tract of approximately 7.91 acres of real property located at the corner of Spencer Street and Vine Street in Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number below (hereinafter “Property”). The Property is located in Land Lot 83 of the 14<sup>th</sup> District of 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 tax parcel of the Property is 14 008300012089 of Fulton County, Georgia.

## **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 the City of Atlanta, 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.

Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King Jr. Drive, East Tower  
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. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(i). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited.

**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 the City of Atlanta. 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 the City of Atlanta 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, the City of Atlanta 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, the City of Atlanta 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, the City of Atlanta 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).** The City of Atlanta represents and warrants that all of the following are true and correct:

- A. The City of Atlanta holds fee simple title to the Property.
- B. The City of Atlanta 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 the City of Atlanta 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 the City of Atlanta nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which the City of Atlanta is a party or by which the City of Atlanta 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, the City of Atlanta 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:

City of Atlanta, Department of Watershed Management  
Office of the Commissioner  
72 Marietta Street NW 9th Floor  
Atlanta, GA 30303

### **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).

Grantor/ Holder has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15TH day of August, 2024.

For the Grantor/Grantee/Holder  
City of Atlanta

Approved as to form:

By: S. R. R.  
Attorney

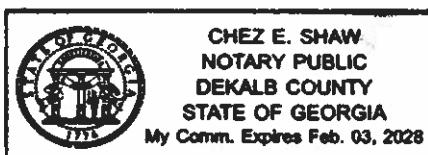
By: Mikita K. Browning  
Mikita K. Browning  
Commissioner  
Department of Watershed Management  
City of Atlanta

Signed, sealed and delivered in the presence  
of:

By: Debbie Edwards  
Witness

By: Chez E. Shaw  
Notary Public

(Notary Seal)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 19th day of February, 2025:

Jeffrey W. Cown  
(Signature)

Jeffrey W. Cown  
Director, Environmental Protection Division

Signed in the presence of:

Kerri Bloomfield  
Unofficial Witness (signature)

Katie R. Bloomfield  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

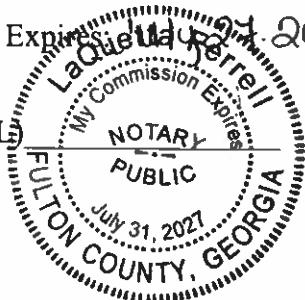
This instrument was signed or attested before  
me this 19th day of February, 2025 by

Personally Known  
 Produced Identification

LaQuetta L. Ferrell  
Notary Public (Signature)

My Commission Expires July 31, 2024

(NOTARY SEAL)



## Exhibit A

### Legal Description of Property

All that tract or parcel of land lying and being located in land lots 83 and 110 of the 14th district of the City of Atlanta, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a  $\frac{1}{2}$ " re-bar found (in August of 2012) at the point where the westerly 50 foot right of way of Walnut Street intersects the northerly 50 foot right of way of Thurmond Street. Said  $\frac{1}{2}$ " re-bar found having Georgia, State Plane, West Zone, NAD 83 coordinates: N:1368285.021 E: 2223701.330 and being the POINT OF BEGINNING. Thence along the northerly 50 foot right of way of Thurmond Street N 88°53'58" W a distance of 278.82 feet to a point. Thence leaving the northerly 50 foot right of way of Thurmond Street N 01°14'17" E a distance of 100.70 feet to a point. Thence N00°00'00" W a distance of 51.02 feet to a point. Thence N 89°58'18" W a distance of 250.94 feet to a  $\frac{1}{2}$ " re-bar found (in August of 2012) Thence N 89°55'37" W a distance 34.87 feet to a point. Thence N 00°06'08" E a distance of 337.72 feet to a point. Thence along a curve to the left a distance of 165.45 feet to a point. Said curve having a radius of 302.89 feet, a chord bearing of N 67°49'55" E, and a chord length of 163.40 feet. Thence N 00°34'21" E a distance of 194.85 feet to a point located on the southerly 60 foot right of way of Joseph E Boone Blvd. Thence along the southerly 60 foot right of way of Joseph E Boone Blvd. N 89°56'15" E a distance of 416.93 feet to a point located at the intersection of the southerly 60 foot right of way of Joseph E Boone Blvd. and the westerly 50 foot right of way of Walnut Street. Thence along the westerly 50 foot right of way of Walnut Street S 00°38'24" W a distance of 751.92 feet to a  $\frac{1}{2}$ " re-bar found (in August 2012) and the POINT OF BEGINNING.

The above described tract contains 344,502 square feet / 7.908 acres.

**Exhibit B**  
**Map of Property**

