

eFiled and eRecorded  
DATE: 01/21/2022  
TIME: 4:21 PM  
DEED BOOK: 9042  
PAGE: 481 - 495  
FILING FEES: \$25.00  
PARTICIPANT ID: 4169709873  
PARTICIPANT ID: 4619223018  
RECORDED BY: CH  
CLERK: Charles Baker, C.S.C  
Hall County, GA

After Recording Return to:  
Gerald L. Pouncey, Jr.  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, NE  
Atlanta, Georgia 30326

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"). The entity, MDH F1 Gainesville, LLC, enters into 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 as set forth herein.

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

MDH F1 Gainesville, LLC  
3715 Northside Parkway NW  
Building 400, Suite 240  
Atlanta, Georgia 30327  
Attn: Christopher Stanley

**Grantee/Holder with the  
power to enforce:**

MDH F1 Gainesville, LLC  
33715 Northside Parkway NW  
Building 400, Suite 240  
Atlanta, Georgia 30327  
Attn: Christopher Stanley

**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 includes approximately 10.12 acres of real property located at 3707 and 3721 Old Oakwood Road, Oakwood, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on January 22, 2020 to MDH F1 Gainesville, LLC; such conveyance is recorded in Deed Book 8415, Pages 541-546, of the Hall County deed records. The Property is located in Land Lot 44 of the 8th District of Hall County, Georgia.

The Property is identified as tax parcels ID numbers 08044 002008B, 08044 002008C in Hall County, Georgia.

A legal description of the Property is attached as Exhibit A and a map and survey of the Property are 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 MDH F1 Gainesville, 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 at the Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Brownfield Program  
2 Martin Luther King, Jr. Drive, SE  
Suite 1054 East Tower  
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. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited.
- B. Periodic Reporting. Annually, but not later than January 30 beginning the first January following the effective date of this Environmental Covenant, the owner of the Property must submit a certification stating that the activity and use limitations in this Environmental Covenant are being abided by, accompanied by the site inspection checklist(s) and Annual Property Evaluation Form in the form attached to this Environmental Covenant as Exhibit C.

**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 MDH F1 Gainesville, 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. The owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the existing commercial use of the Property to a residential use or to apply for a building permit for construction at the Property that materially affects any institutional control described herein.

#### **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 MDH F1 Gainesville, 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, MDH F1 Gainesville, 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, MDH F1 Gainesville, 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, MDH F1 Gainesville, 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).** MDH F1 Gainesville, LLC represents and warrants that all of the following are true and correct:

- A. MDH F1 Gainesville, LLC holds fee simple title to the Property.
- B. MDH F1 Gainesville, 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 MDH F1 Gainesville, 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 MDH F1 Gainesville, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which MDH F1 Gainesville, LLC is a party or by which MDH F1 Gainesville, 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, MDH F1 Gainesville, 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:

33715 Northside Parkway NW  
Building 400, Suite 240  
Atlanta, Georgia 30327  
Attn: Christopher Stanley

**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 has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the \_\_\_\_ day of November, 2021.

For the Grantor / Holder

MDH E1 Gainesville, LLC

  
\_\_\_\_\_  
(Signature)

Christopher Stanley

Senior Vice President

Signed in the presence of:

  
\_\_\_\_\_  
Unofficial Witness (signature)

  
\_\_\_\_\_  
Unofficial Witness (print name)

State of Georgia  
County of FULTON

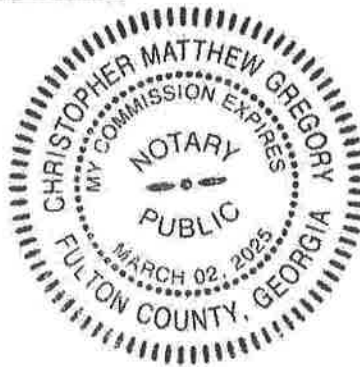
This instrument was signed or attested before me this 16 day of November, 2021, by Christopher Stanley.

Personally Known  
 Produced Identification

  
\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: March 2, 2025

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



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 4 day of January, 2021;

[Handwritten Signature]  
(Signature)

Richard Dunn  
Director, Environmental Protection Division

Signed in the presence of

[Handwritten Signature]  
Unofficial Witness (signature)

LaQuetta Terrell  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

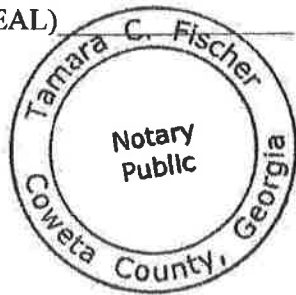
This instrument was signed or attested before  
me this 4 day of January, 2021, by  
Richard Dunn.

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



**Exhibit A**  
**Legal Description of Property**



LEGAL DESCRIPTION  
TRACT 1

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN LAND LOT 44 OF THE 8<sup>TH</sup> DISTRICT OF HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT WHERE THE CENTERLINE OF BALUS CREEK MEETS THE SOUTHEASTERN RIGHT OF WAY LINE OF OLD OAKWOOD ROAD (80' R/W).

THENCE, along the Southeastern right of way line of Old Oakwood Road, North 46 degrees 12 minutes 58 seconds East for a distance of 78.47 feet to a point;

THENCE, North 45 degrees 28 minutes 08 seconds East for a distance of 93.55 feet to a point;

THENCE, North 44 degrees 08 minutes 04 seconds East for a distance of 83.57 feet to a point;

THENCE, North 42 degrees 57 minutes 10 seconds East for a distance of 434.37 feet to a 1/2" rebar set;

THENCE, leaving the right of way of Old Oakwood Road, South 62 degrees 32 minutes 55 seconds East for a distance of 19.78 feet to a point;

THENCE, South 42 degrees 16 minutes 18 seconds East for a distance of 56.61 feet to a point;

THENCE, South 40 degrees 13 minutes 44 seconds East for a distance of 65.91 feet to a point;

THENCE, South 39 degrees 40 minutes 43 seconds East for a distance of 222.16 feet to a point;

THENCE, South 41 degrees 28 minutes 36 seconds East for a distance of 77.11 feet to a point;

THENCE, South 20 degrees 54 minutes 41 seconds East for a distance of 19.50 feet to a point;

THENCE, South 32 degrees 38 minutes 30 seconds West for a distance of 14.44 feet to a point;

THENCE, South 49 degrees 02 minutes 48 seconds West for a distance of 273.36 feet to a Mag nail set;

THENCE, South 38 degrees 26 minutes 43 seconds East for a distance of 35.96 feet to a Mag nail set;

THENCE, North 51 degrees 49 minutes 48 seconds East for a distance of 19.08 feet to a Mag nail set;

THENCE, South 47 degrees 24 minutes 40 seconds East for a distance of 327.61 feet to a 1/2" rebar found on the Northwest right of way line of the Norfolk Southern Railway (200' R/W);

THENCE, along the right of way of the Norfolk Southern Railway, South 49 degrees 20 minutes 13 seconds West for a distance of 200 feet, plus or minus, to the centerline of Balus Creek, point "A";

THENCE, along the centerline of Balus Creek 970 feet, plus or minus, to a calculated point where the centerline of Balus Creek intersects the Southeastern right of way line of Old Oakwood Road, point "B" (Tie line from Point "A" to Point "B", North 56 degrees 46 minutes 17 seconds West for a distance of 820.21 feet). THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 9.45 ACRES, PLUS OR MINUS.

THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY DESCRIBED IN THE VESTING DEED CONTAINED IN THE TITLE COMMITMENT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: NC5-982662-06-ATL, DATED OCTOBER 03, 2019.

LEGAL DESCRIPTION  
TRACT 2

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN LAND LOT 44 OF THE 8<sup>TH</sup> DISTRICT OF HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CALCULATED POINT WHERE THE CENTERLINE OF BALUS CREEK MEETS THE SOUTHEASTERN RIGHT OF WAY LINE OF OLD OAKWOOD ROAD (60' R/W). THENCE, ALONG THE SOUTHEASTERN RIGHT OF WAY LINE OF OLD OAKWOOD ROAD, NORTH 46 DEGREES 12 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 78.47 FEET TO A POINT; THENCE, NORTH 45 DEGREES 26 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 93.55 FEET TO A POINT; THENCE, NORTH 44 DEGREES 09 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 83.57 FEET TO A POINT; THENCE NORTH 42 DEGREES 57 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 434.37 FEET TO A 1/2" REBAR SET, THE TRUE POINT OF BEGINNING;

THENCE, continuing along the right of way of Old Oakwood Road, North 42 degrees 58 minutes 18 seconds East for a distance of 37.00 feet to a Mag nail set;

THENCE leaving the right of way of Old Oakwood Road, South 41 degrees 06 minutes 57 seconds East for a distance of 532.49 feet to a 1/2" rebar found;

THENCE, South 50 degrees 44 minutes 32 seconds West for a distance of 311.61 feet to a Mag nail set;

THENCE, South 51 degrees 49 minutes 48 seconds West for a distance of 19.08 feet to a Mag nail set;

THENCE, North 38 degrees 26 minutes 43 seconds West for a distance of 35.95 feet to a Mag nail set;

THENCE, North 49 degrees 02 minutes 48 seconds East for a distance of 273.38 feet to a Mag nail set;

THENCE, North 32 degrees 38 minutes 30 seconds East for a distance of 14.44 feet to a point;

THENCE, North 20 degrees 54 minutes 41 seconds West for a distance of 19.50 feet to a point;

THENCE, North 41 degrees 28 minutes 35 seconds West for a distance of 77.11 feet to a point;

THENCE, North 39 degrees 40 minutes 43 seconds West for a distance of 222.16 feet to a point;

THENCE North 40 degrees 13 minutes 44 seconds West for a distance of 85.91 feet to a point;

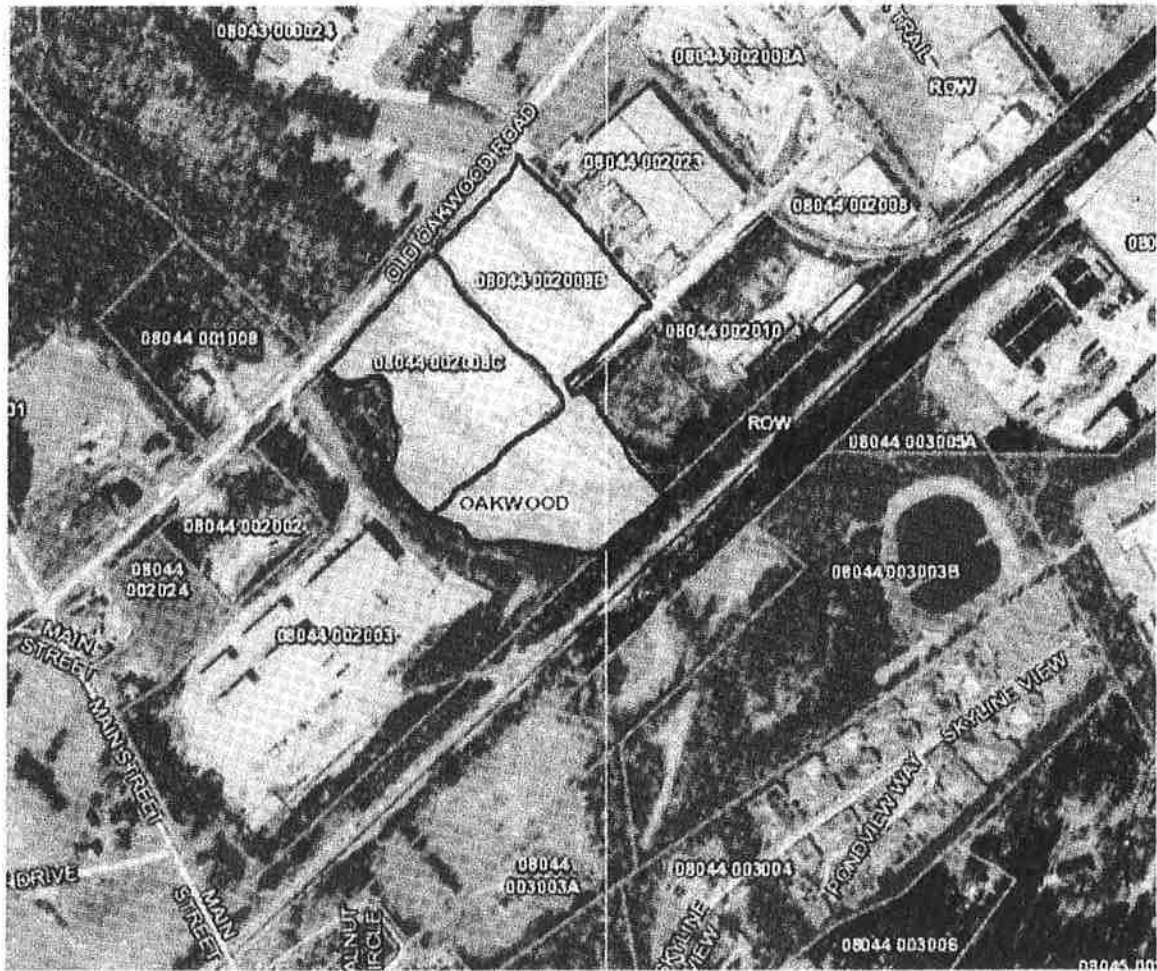
THENCE, North 42 degrees 16 minutes 19 seconds West for a distance of 56.61 feet to a point;

THENCE, North 62 degrees 32 minutes 55 seconds West for a distance of 19.78 feet to a 1/2" rebar set, the TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.671 ACRES

THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY DESCRIBED IN THE VESTING DEED CONTAINED IN THE TITLE COMMITMENT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO.: NCS-982662-06-ATL, DATED OCTOBER 03, 2019.

**Exhibit B**  
**Map and Survey of Property**





**REFERENCE NORTH**

REFERENCE PLAT  
 PLAT FOR NORTH CLIFF ASSOC.  
 BY FARLEY-COLLINS  
 DATED 9-05-1989  
 RECORDED IN PLAT BOOK 142, PG. 157

**TRACT 1**  
 ORIGINAL TRACTS 1/2, 3/4 & 1/2  
 9.45 ACRES +/-

**TRACT 2**  
 (37 +/- BRK)E  
 0.671 ACRES

**TOTAL AREA**  
 ALL TRACTS - 10.12 ACRES +/-

(AREA BETWEEN THE LINE AND 1/2 OF BALUS CREEK IS 1.03 ACRES +/-)

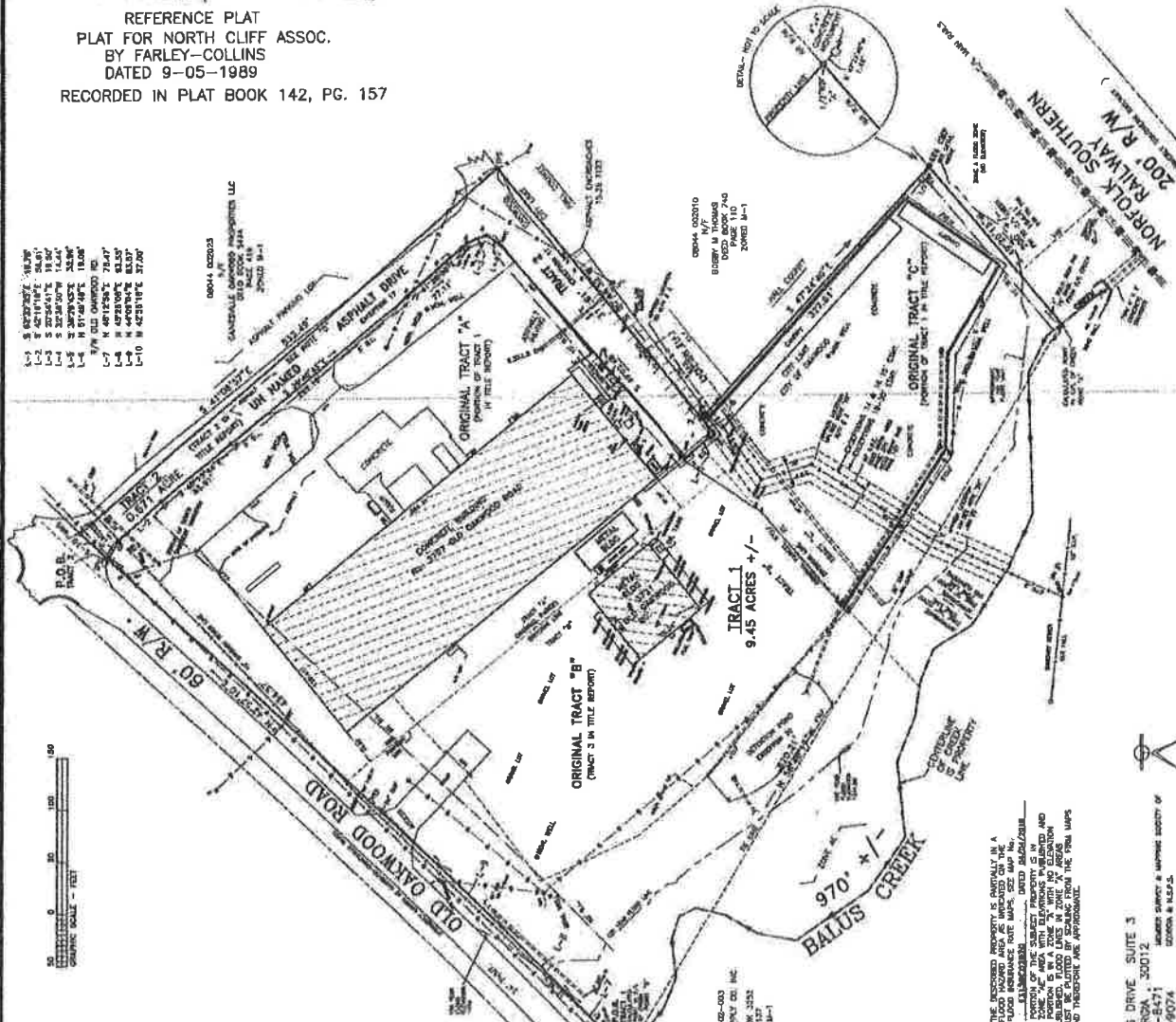
**GENERAL NOTES:**  
 TAX ID NO.'S 08-044-02-0088 and 08-244-02-008C (CITY OF DUNWOOD) M-1  
 SITE IS SUBJECT TO A HAZARDOUS SITE RESPONSE ACT AFFIDAVIT, RECORDED IN DEED BOOK 142, PAGE 110-140 (CITY OF DUNWOOD) M-1  
 PLAY REFERENCE PLAT FOR NORTH CLIFF ASSOCIATES, DATED 9-05-1989, LAST REVISION, PREPARED BY FARLEY-COLLINS ASSOCIATES, INC. IS SUPERSEDED BY THIS SURVEY.  
 THIS SURVEY IS RECORDED IN PLAT BOOK 142, PAGE 157, HALL COUNTY RECORDS.

**NOTE:**  
 THIS SURVEY IS THE RESULT OF A SURVEY BY THE SURVEYOR TO DETERMINE THE BOUNDARIES OF THE TRACTS, AND TO CORRECT THE BOUNDARIES OF THE TRACTS TO ACCORD WITH THE ORIGINAL SURVEY.  
 THIS SURVEY IS RECORDED IN PLAT BOOK 142, PAGE 157, HALL COUNTY RECORDS.  
 PREPARED BY FARLEY-COLLINS ASSOCIATES, INC. DATE 11/25/2019

ALSO SEE LAND TITLE SURVEY FOR:  
 ADRIAN FARLEY, LLC, a Delaware  
 FIRST AMERICAN TITLE INSURANCE COMPANY

DATE OF SURVEY	11/25/2019
DATE OF RECORD	11/25/2019
DATE OF PLAT	11/25/2019
DATE OF RECORD	11/25/2019

- 1-1 S 60°20'00" E 18.00'
- 1-2 S 60°17'00" E 18.00'
- 1-3 S 60°14'00" E 18.00'
- 1-4 S 60°11'00" E 18.00'
- 1-5 S 60°08'00" E 18.00'
- 1-6 S 60°05'00" E 18.00'
- 1-7 S 60°02'00" E 18.00'
- 1-8 S 60°00'00" E 18.00'
- 1-9 S 60°00'00" E 18.00'
- 1-10 S 60°00'00" E 18.00'



NOTE: THE ENCLOSED PROPERTY IS ENTIRELY IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAPS, SEE MAP NO. 13450C0200A, DATED 08/01/2010. A PORTION OF THE ENCLOSED PROPERTY IS IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAPS, SEE MAP NO. 13450C0200A, DATED 08/01/2010. THE ENCLOSED PROPERTY IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAPS, SEE MAP NO. 13450C0200A, DATED 08/01/2010.

**HOUSTON ENGINEERING, INC.**  
 1424 VETERANS DRIVE, SUITE 3  
 CONYERS, GEORGIA, 30012  
 PHONE (770) 483-8471  
 FAX (770) 918-9074



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**Exhibit C**

**Annual Evaluation Form**

**ANNUAL PROPERTY EVALUATION FORM**

<b>TYPE</b>	<b>No.</b>	<b>CRITERIA RESPONSE</b>	<b>YES</b>	<b>NO</b>	
Land Use	1	Does this site property 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, provide a written explanation (attached) to the EPD within 30 days.			
	2	Is there any use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purpose?			
	2a	If yes to 2a, provide a written explanation (attached) to EPD within 30 days.			
	3	Have all notice requirements and conditions dictated within the UEC been met and abided by?			
	3a	If no to 3a, provide a written explanation (attached) to EPD within 30 days.			
	4	Have the conditions of the site been modified such that they would impact or change the exposure determinations pursuant to the Voluntary Remediation Program Compliance Status Report (VRP CSR)?			
	4a	If yes, provide a written explanation (attached) to EPD within 30 days.			
	Inspection	5	Date of inspection:		
		5a	Name of inspector:		
5b		Photographs showing current land use (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.

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE