



**GEORGIA**  
DEPARTMENT OF NATURAL RESOURCES

**ENVIRONMENTAL PROTECTION DIVISION**

**Richard E. Dunn, Director**

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**EPD Director's Office**

2 Martin Luther King, Jr. Drive  
Suite 1456, East Tower  
Atlanta, Georgia 30334  
404-656-4713

**JAN 7 2022**

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Downtown Development Authority  
of the City of Chamblee  
Mr. Robert Smith, Chairman  
5468 Peachtree Road  
Chamblee, GA 30341

**VIA HAND DELIVERY**

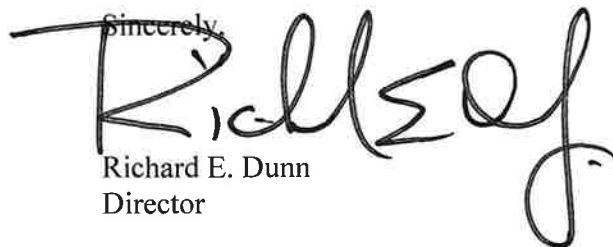
Morris, Manning & Martin, LLP  
Mr. Robert Rearden  
1600 Atlanta Financial Center  
3343 Peachtree Road, NE  
Atlanta, GA 30326

Re: Executed Uniform Environmental Covenant  
Proposed Chamblee Apartments  
5211 Peachtree Boulevard (f.k.a 5211 Peachtree  
Industrial Boulevard)  
Chamblee, DeKalb County, Georgia  
Tax Parcel: 18-299-13-005

Dear Mr. Smith and Mr. Rearden:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant (UEC) submitted for the above-referenced property. The fully executed original is being returned (enclosed) to Mr. Robert Rearden at the request of Morris, Manning & Martin, LLP as a representative of the Downtown Development Authority of the City of Chamblee (DDACC). A copy of the executed covenant is being sent to DDACC. Within thirty (30) days of receipt, the UEC is to be filed with the clerk of the Superior Court of DeKalb County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8.

Within thirty (30) days of recording, please submit a file-stamped copy of the UEC to EPD. The submittal should include a certification that a file-stamped copy has been sent to each of the parties identified in O.C.G.A. 44-16-7. If you have any questions, please contact Susan Kibler at (470) 524-0572.

Sincerely,  
  
Richard E. Dunn  
Director

Encl: Fully executed Uniform Environmental Covenant – Parcel 18-299-13-005

File: 218-0045 (VRP)

After Recording Return to:  
Morris, Manning & Martin, LLP  
3343 Peachtree Road, NE, Suite 1600  
Atlanta, GA 30326  
Attn: Robert L. Rearden, Esq.

CROSS-REFERENCE:  
County: DeKalb  
Deed Book: 26009; Page: 546

### **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 as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

**Fee Simple Owner(s)/Grantor(s):** Downtown Development Authority  
of the City of Chamblee  
5468 Peachtree Road  
Chamblee, GA 30341  
Attn: Chairman

**Grantee/Holder with the power to enforce:** SLX GRAND Atlanta, LLC  
1600 Atlanta Financial Ctr  
3300 Peachtree Road, NE  
Atlanta, GA 30326  
Attn: Lynda J. Hickman

**Grantee/Entity with express power to enforce:** State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King Jr. Drive, SE  
Suite 1054 East Tower  
Atlanta, GA 30334

## **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 3.857 acres of real property located at 5211 Peachtree Boulevard, Chamblee, Dekalb County, GA, f.k.a. 5211 Peachtree Industrial Boulevard, Chamblee, Dekalb County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on December 1, 2016 to the Downtown Development Authority of the City of Chamblee ("DDA"); such conveyance is recorded in Deed Book 26009, Page 546, of the Dekalb County deed records. DDA issued revenue bonds (the "Bonds") on December 30, 2016 in connection with the redevelopment of the Property. Grantee, SLX GRAND Atlanta, LLC, presently leases the Property from DDA in accordance with that certain Lease Agreement, dated as of December 1, 2016 (as amended from time to time, the "Lease Agreement"). Fee simple ownership of the Property will ultimately be transferred from DDA to SLX GRAND Atlanta, LLC upon repayment of the Bonds, which is currently scheduled for December 1, 2034 (or earlier in accordance with the terms of the Lease Agreement). The Property is located in Land Lots 299 and 300 of the 24th District of Dekalb County, Georgia.

The tax parcel of the Property is tax parcel ID number 18-299-13-005 of Dekalb County, Georgia.

A legal description of the Property is attached as Exhibit A.

## **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 DDA, SLX GRAND Atlanta, 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 an environmental response performed and/or being performed at the 5211 Peachtree Industrial Boulevard site. 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 SE  
Suite 1054, East Tower  
Atlanta, Georgia 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

## **Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, on behalf of Grantor, SLX GRAND Atlanta, 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, on behalf of Grantor, SLX GRAND Atlanta, 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).**

Grantor(s) represents and warrants that all of the following are true and correct:

- A. DDA holds fee simple title to the Property.
- B. DDA has the authority to enter into this Environmental Covenant.
- C. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served by SLX GRAND Atlanta, LLC, on behalf of Grantor, on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.
- D. Pursuant to the Lease Agreement, SLX GRAND Atlanta, LLC 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 Grantor or of SLX GRAND Atlanta, LLC that will alter this representation and warranty.
- E. 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 of DDA nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which DDA is a party or by which DDA may be bound.
- F. On behalf of Grantor, SLX GRAND Atlanta, 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.

### **Activity and Use Limitations.**

The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization 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) and the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded.
- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 *et seq.*, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*

### **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/Compliance**

Pursuant to the Lease Agreement, DDA has granted SLX GRAND Atlanta, LLC sole and exclusive possession of the Property (subject to certain rights of DDA), and SLX GRAND Atlanta, LLC shall provide reasonable access to authorized representatives of EPD and Grantor to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, SLX GRAND Atlanta, 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.

## **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).

[SIGNATURE PAGES FOLLOW]

Grantor

DOWNTOWN DEVELOPMENT AUTHORITY OF  
THE CITY OF CHAMBLEE

(Signature)

Robert Smith, Chairman

Signed in the presence of:

Fior Perez  
Unofficial Witness (signature)

FIOR PEREZ  
Unofficial Witness (print name)

State of Georgia  
County of Dekalb

This instrument was signed or attested before  
me this 14 day of December, 2021, by

- Personally Known
- Produced Identification

Miglena Dimov  
Notary Public (Signature)

My Commission Expires: August 15, 2025

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



Grantee

SLX GRAND Atlanta, LLC

Lynda J. Hickman  
(Signature)

Lynda J. Hickman,  
Authorized Representative

Signed in the presence of:

Alisa Royal  
Unofficial Witness (signature)

Alisa Royal  
Unofficial Witness (print name)

State of Georgia  
County of DeKalb

This instrument was signed or attested before  
me this \_\_\_ day of December, 2021, by  
Lynda J. Hickman.

- Personally Known
- Produced Identification

Leanne Wilkins  
Notary Public (Signature)

My Commission Expires: 11/29/2025

(NOTARY SEAL)





For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 7<sup>th</sup> day of JANUARY, 2022.

[Signature]  
(Signature)

[Name]  
Director, Environmental Protection Division

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

Kevin David Seaway  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 7<sup>th</sup> day of January, 2022 by  
[Name].

Personally Known  
 Produced Identification

Kathryn M Daniels  
Notary Public (Signature)

My Commission Expires: May 8, 2023

(NOTARY SEAL)

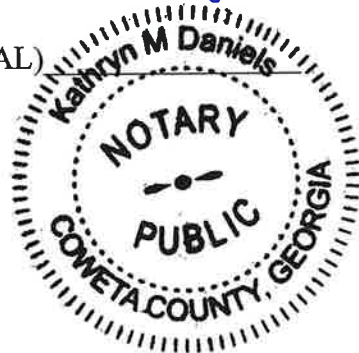


Exhibit A  
Legal Description of Property

ALL THAT TRACT or parcel of land lying and being in Land Lots 299 and 300 of the 18<sup>th</sup> District of DeKalb County, Georgia, being more particularly described as follows:

Beginning at a ½” rebar set at the southeasterly right-of-way of Peachtree Boulevard (150’ R/W) and the southwesterly right-of-way of Malone Dr. (60’ R/W); thence along the Malone Dr. right of-way S30°55’14”E a distance of 542.45’ to a ½” rebar found; thence leaving said right-of-way S59°08’55”W a distance of 329.59’ to a ½” rebar set; thence N30°55’53”W a distance of 476.00’ to a 1/2” rebar set on the right-of-way of Peachtree Boulevard; thence along said right-of-way N47°34’59”E a distance of 336.43’ to THE POINT OF BEGINNING.