

After Recording Return to:
Gerald L. Pouncey, Jr.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326-1044

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 Accent Morningside Apartments, LP, which in 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 Environmental Protection Division (EPD) and Accent Morningside Apartments, L.P. as set forth herein.

Fee Simple Owner(s)/Grantor(s): Accent Morningside Apartments, L.P.
3715 Northside Parkway, NW
Building 400, Suite 375
Atlanta, GA 30327

Grantee/Holder with the power to enforce: Accent Morningside Apartments, LP
3715 Northside Parkway, NW
Building 400, Suite 375
Atlanta, GA 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 7.4 acres of real property along the southern right of way (ROW) of Cheshire Bridge Road NE in Atlanta, Fulton

County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on March 15, 2016 to Accent Morningside Apartments, L.P.; such conveyance is recorded in Deed Book 55942 Page 0359, of the Fulton County deed records. The tax parcel associated with the Property is 17 005000060486 in Fulton County, Georgia.

A legal description of the Property is attached as Exhibit A and a survey of the Property is attached as Exhibit B. The Restricted Use Zone ("RUZ") at the Property that will be subject to the activity and use limitations described herein is an approximately 5.452 acres lying entirely within the Property. A survey performed by a licensed surveyor showing the Property and the RUZ 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 Grantor, and all successors, assigns and transferees of any interest in the Property or any portion thereof that may affect the activity and use limitations described herein.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the RUZ that arise under corrective action performed pursuant to the Georgia Brownfield Program 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 RUZ is subject to the following activity and/or use limitations:

- A. Monitoring and Maintenance. The Monitoring and Maintenance Plan dated December 7, 2018 (as may be amended from time to time with EPD's written approval) shall be implemented to ensure that annual inspections are performed within the RUZ to verify the integrity of the engineered controls, document their condition, and ensure that they are fully restored following any utility work or other activities which breach such engineered controls. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan are maintained at the EPD office listed above.

- B. Prohibited Activities. Any activity within the RUZ that would expose contaminated soil beneath any engineered cover is prohibited unless conducted in accordance with the approved Monitoring and Maintenance Plan. These activities, include but are not limited to the following: digging, drilling, excavating, grading, demolition, bulldozing, earthmoving, or use of any equipment, to the extent any such activity brings contaminated soil to the surface or alters the grade of the RUZ in such a way that would cause exposure to contaminated soil.
- C. Residential Use Prohibited. The use of the RUZ for residential occupancy is prohibited.
- D. Enclosed Structures. No fully enclosed structures shall be constructed over any portion of the RUZ without EPD's express written permission and implementation of methane mitigation controls.

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 that may affect the activity and use limitations described herein, 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 that may affect the activity and use limitations described herein, 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 on the RUZ 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 RUZ, to apply for a building permit for construction on the RUZ, 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 RUZ 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 Accent Morningside Apartments, L.P. and its successors, assigns, and transferees of any fee simple interest in the Property that may affect the activity and use limitations described herein 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 take samples.

This Environmental Covenant shall be enforceable by EPD, Accent Morningside Apartments, L.P., 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, Grantor 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, Grantor 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 represents and warrants that all of the following are true and correct

- A. Grantor holds fee simple title to the Property.
- B. Grantor 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 Grantor 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 Grantor nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Accent Morningside Apartments, LP is a party or by which Accent Morningside Apartments, LP 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, Grantor 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:

Accent Morningside Apartments, LP
3715 Northside Parkway, NW
Building 400, Suite 375
Atlanta, GA 30327

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 THE FOLLOWING PAGE]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 12th day of June, 2019.

For the Grantor/Grantee Holder:

Accent Morningside Apartments, LP, a Georgia limited partnership

C. Robert Carter (Seal)
(signature)

By: C. Robert Carter

Its: Manager

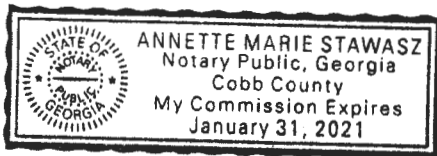
Signed, sealed, and delivered in the presence of:

Tyler Hogan
Unofficial Witness (signature)

Tyler Hogan
Unofficial Witness Name (print)

Annette Marie Stawasz
Notary Public (signature)

My Commission Expires: 01/31/2021



For the Grantee:

The State of Georgia Environmental Protection Division:

Richard Dunn (Seal)
(signature)

By: Richard Dunn
Director

Signed, sealed, and delivered in the presence of:

Vanessa L. O'Caïn
Unofficial Witness (signature)

VANESSA L. O'CAIN
Unofficial Witness Name (print)

Tamara C. Fischer
Notary Public (signature)

My Commission Expires: 7-27-2022

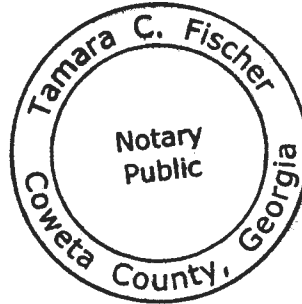


Exhibit A

Legal Description of Property

All that tract or parcel of land lying and being in Land Lots 4 and 50 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at the intersection of the southerly Right of Way of Cheshire Bridge Road, (a.k.a. State Route 13, 100' R/W), 50 feet from the centerline, and the easterly Right of way of Wellbourne Drive (Variable R/W), 31 feet from the centerline, thence running along said Right of Way of Cheshire Bridge Road North 64' 38' 06" East a distance of 439.55 feet to a 1" steel rod found and the TRUE POINT OF BEGINNING, from point thus established and continuing along said Right of Way of Cheshire Bridge Road the following courses: North 64' 20' 24" East a distance of 177.40 feet to a rail road spike found; thence North 64' 20' 24" East a distance of 160.82 feet to a point; thence leaving said Right of Way and running South 61' 59' 01" East a distance of 67.08 feet to a point; thence South 01' 18' 16" East a distance of 52.06 feet to a point; thence South 69' 45' 24" West a distance of 77.02 feet to a point; thence South 07' 02' 24" West a distance of 150.42 feet to a point; thence South 60' 32' 54" West a distance of 53.15 feet to a point; thence South 03' 51' 47" East a distance of 76.59 feet to a point; thence South 23' 22' 32" East a distance of 39.90 feet to a point; thence South 66' 10' 37" West a distance of 56.12 feet to a point; thence South 48' 46' 08" West a distance of 85.57 feet to a point; thence South 72' 27' 05" West a distance of 28.51 feet to a point; thence North 41' 59' 20" West a distance of 56.43 feet to a point; thence North 01' 20' 54" West a distance of 164.42 feet to a magnetic nail set; thence North 25' 52' 24" West a distance of 148.43 feet to the TRUE POINT OF BEGINNING. Said tract contains 2.017 Acres (87,869 Square Feet).

Along with:

All that tract or parcel of land lying and being in Land Lots 4 and 50 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at the intersection of the southerly Right of Way of Cheshire Bridge Road, (a.k.a. State Route 13, 100' R/W), 50 feet from the centerline, and the easterly Right of way of Wellbourne Drive (Variable R/W), 31 feet from the centerline, thence running along said Right of Way of Cheshire Bridge Road the following courses: North 64' 38' 06" East a distance of 439.55 feet to a 1" steel rod found; thence North 64' 20' 24" East a distance of 177.40 feet to a rail road spike found; thence North 64' 20' 24" East a distance of 160.82 feet to a point and the TRUE POINT OF BEGINNING, from point thus established and continuing along said Right of Way of Cheshire Bridge Road the following courses: North 64' 20' 24" East a distance of 128.04 feet to an iron pin set; thence North 64' 20' 24" East a distance of 20.75 feet to an iron pin set; thence leaving said Right of Way and running South 00' 41' 17" West a distance of 141.62 feet to an iron pin set; thence South 11' 24' 25" West a distance of

78.72 feet to an iron pin set; thence South 00' 23' 31 East a distance of 776.71 feet to a 1" crimp top pipe found; thence North 88' 25' 00" West a distance of 347.29 feet to a 1/2 rebar found; thence North 01' 20' 54" West a distance of 477.19 feet to a point; thence South 41' 59' 20" East a distance of 56.43 feet to a point; thence North 72' 27' 05" East a distance of 28.51 feet to a point; thence North 48' 46' 08" East a distance of 85.57 feet to a point; thence North 66' 10' 37" East a distance of 56.12 feet to a point; thence North 23' 22' 32" West a distance of 39.90 feet to a point; thence North 03' 51' 47" West a distance of 76.59 feet to a point; thence North 60' 32' 54" East a distance of 53.15 feet to a point; thence North 02' 24" East a distance of 150.42 feet to a point; thence North 69' 45' 24" East a distance of 77.02 feet to a point; thence North 01' 18' 16" West a distance of 52.06 feet to a point; thence North 61' 59' 01" West a distance of 67.08 feet to the TRUE POINT OF BEGINNING. Said tract contains 5.452 Acres (237,484 Square Feet).

Exhibit B
Survey of Property and RUZ



Shipment Receipt

Address Information

Ship to:

Kate Edmonds
Westplan Investors
3175 Northside Parkway,
NW
Building 400, Suite 375
ATLANTA, GA
30327
US
(770) 390-3233

Ship from:

Wyatt J. Kendall
Morris Manning & Martin
1600 Atlanta Financial
Center
3343 Peachtree Road, N.E.
Atlanta, GA
30326
US
4042337000

Shipment Information:

Tracking no.: 775868903319
Ship date: 07/30/2019
Estimated shipping charges: 10.79 USD

Package Information

Pricing option: FedEx Standard Rate
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 1.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:

Bill transportation to: Morris Manning & Martin-487
Your reference: 2064.27781.107387
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.

The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.