

FILED
CLAYTON CO., GA
2015 AUG 12 AM 10:28
JACQUILINE D. WILLS
CLERK SUPERIOR COURT
18187

RECEIVED
Georgia EPD

JUL 15 2015

After Recording, Please Return to:

King & Spalding LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309-3521
Attention: Amelia S. Magee, Esq.

~~Response and Remediation Program~~
Cross Reference: Deed Book 09320, Page
00519, Clayton County, Georgia Records

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

Tara Retail Holdings LLC
c/o Eric J. Nathan, Manager
Weener & Nathan LLP
5887 Glenridge Drive, NE
Suite 275
Atlanta, GA 30328

Grantee/Holder:

Ashland Inc.
c/o Richmond L. Williams
Chief Counsel, Environmental Litigation
Ashland Inc.
500 Hercules Road
Wilmington, DE 19808

**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

BK 10748PG382

Property:

The property subject to this Environmental Covenant is the Tara Shopping Center, located on 8600 Tara Boulevard in Jonesboro, Clayton County, Georgia (hereinafter "Property"). This tract of land was conveyed on December 11, 2007 from Alterman Enterprises, LLC to Tara Retail Holdings LLC as recorded in Deed Book 09320, Page 00519, Clayton County Records. The area is located in Land Lot 111 of the 4th District of Clayton County, Georgia, consisting of 6.940 acres of commercial retail. A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B. The location of corrective action for soil at the Property is designated as the "Type 5 area" with land use and activity restrictions subject to this Environmental Covenant. A complete legal description of the Type 5 area is attached as Exhibit C and a map of the Type 5 Soil Restricted Use Area, inclusive of a twenty foot buffer, is attached as Exhibit D.

Tax Parcel Number(s):

Tax Parcel: 13242D B001 of Clayton County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents (as some may be amended from time to time with written approval from EPD):

- Voluntary Investigation and Remediation Plan and Application, dated January 2012
- Soil Remediation Completion Report, dated March 14, 2014
- Monitoring and Maintenance Plan, December 2014

These documents are available at the following location[s] in the file for HSI 10798:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Tara Retail Holdings LLC, its successors and assigns, Ashland Inc., and the State of Georgia, Department of Natural Resources, Environmental Protection Division, (hereafter "EPD"), its successors and assigns. This Environmental Covenant is required because of a release of perchloroethene (PCE) (a drycleaner solvent) on the Property (also commonly referred to as Tetrachloroethene). Trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), and vinyl chloride, are degradation compounds of PCE and are also present on the Property. Perchloroethene, TCE, cDCE, and vinyl chloride 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 (hereinafter "HSRA" and "Rules", respectively). The Corrective Action to protect human health and the environment at the Property consists

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of the installation and maintenance of engineering controls in the Type 5 area (i.e., monolith and asphalt cap) and establishment of institutional controls to limit land use to non-residential and restrict groundwater use beneath the entire Property.

Grantor, Tara Retail Holdings LLC (hereinafter "Tara Retail"), hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Ashland Inc. and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Tara Retail makes the following declarations as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); are perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant pursuant to O.C.G.A. § 44-16-9 and 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Ashland Inc., EPD, Tara Retail and their respective successors and assigns and shall be enforceable by the Director of EPD or his agents or assigns, Ashland Inc. or its successors and assigns, Tara Retail or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. §§ 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Type 5 area.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Monitoring. Routine inspection and maintenance activities are detailed in the Monitoring and Maintenance Plan dated May 2015 and must be implemented to ensure the integrity of the engineering controls established to protect human health and the environment. The groundwater monitoring

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program detailed in the Monitoring and Maintenance Plan will be implemented to monitor the effectiveness of Corrective Action at the Property.

5. Periodic Reporting. Annually, by no later than June 15th following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the Maintenance and Monitoring Plan including, but not limited to maintenance and inspection activities, certification of non-residential use of the Property, and documentation stating whether or not the activity and use limitations at the Property comply with this Environmental Covenant.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Clayton County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, or as otherwise approved by EPD, activities that are prohibited in the Type 5 Soil Restricted Use Area shown in Exhibit D include but are not limited to the following: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork, without prior express written approval from both Ashland Inc. and EPD.
7. Groundwater Limitation. The use or extraction of groundwater from all underlying groundwater systems beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited until HSRA regulated substances are treated to below the applicable RRS for groundwater. Any extracted groundwater from construction or utility work dewatering activities should be managed and disposed of in accordance with applicable rules and regulations. Should any dewatering of groundwater for construction or utility work purposes be necessary-extracted groundwater should not be discharged into the storm water system or surface waters.
8. Management of Impacted Material. All management of impacted groundwater should be done in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Prior to conducting construction or subsurface utility work that may result in exposure to soil within the Type 5 Soil Restrictive Use Area or to groundwater, a worker must have appropriate HAZWOPER training per OSHA's Hazardous Waste Operations and Emergency Response Standard 29 CFR 1910.120, and perform the work in accordance with a Health and Safety Plan prepared by a qualified safety professional. All management of impacted soil or groundwater performed in the execution of work should be done in accordance with this section.
9. Building Modification/New Construction: The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and permitted under the Clayton County's zoning regulations as of the date of this Environmental Covenant. New building construction, or modifications to existing building structures that result in the potential for vapor intrusion, must include mechanisms which eliminate the potential for vapor intrusion of constituents identified in this Environmental Covenant (e.g., sub-slab membrane, passive and/or active ventilation systems).
10. Permanent Markers. Permanent marker adjacent to the Type 5 area shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
11. Right of Access. In addition to any rights already possessed by EPD and/or Ashland Inc., the Owner shall allow authorized representatives of EPD and/or Ashland Inc. the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the

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Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.

12. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Ashland Inc., (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
13. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
15. No EPD Interest in Property Created. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

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Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

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

Tara Retail Holdings LLC
c/o Eric J. Nathan, Manager
Weener & Nathan LLP
5887 Glenridge Drive, NE
Suite 275
Atlanta, GA 30328

Ashland Inc.
c/o Richmond L. Williams
Chief Counsel, Environmental Litigation
Ashland Inc.
500 Hercules Road
Wilmington, DE 19894

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 14th day of July, 2015.

Signed, sealed, and delivered in the presence of:

Amber Jones
Unofficial Witness (Signature)

Amber E. Jones
Unofficial Witness Name (Print)

5887 Glenridge Drive NE
Suite 275, Atlanta, GA 30328
Unofficial Witness Address (Print)

Shannon D. Zimmerman
Notary Public (Signature)

My Commission Expires: 9-16-18



For the Grantor:

Tara Retail Holdings LLC
Name of Grantor (Print)

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

Eric J. Nathan
Authorized Representative Name (Print)

Manager
Title of Authorized Representative (Print)

Dated: July 14, 2015
(NOTARY SEAL)

BK10748PG387

Signed, sealed, and delivered in the presence of:

Doraly S. Kirkland
Unofficial Witness (Signature)

Doraly S. Kirkland
Unofficial Witness Name (Print)

2 MLK Jr Drive; Ste 1456 E
Atlanta GA 30334
Unofficial Witness Address (Print)

Cristal Sailors
Notary Public (Signature)

My Commission Expires: 1/22/17

Signed, sealed, and delivered in the presence of:

Mary A. Durahue
Unofficial Witness (Signature)

Mary A. Durahue
Unofficial Witness Name (Print)

Ashland Inc.
5200 BIRCH PARKWAY
Dublin OH 43007
Unofficial Witness Address (Print)

Stacy Kavy - Stacy Kavy
Notary Public (Signature)

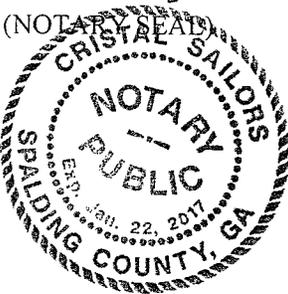
My Commission Expires: My Commission Expires 04-22-2017
Stacy Kavy
Notary Public, State of Ohio

For the State of Georgia
Environmental Protection Division:

Judson H. Turner (Seal)
(Signature)

Judson H. Turner
Director

Dated: August 6, 2015



For the Holder : Ashland Inc.
Name of Holder (Print)

Gary R. Allen (Seal)
Holder's Authorized Representative (Signature)

Gary R. Allen
Authorized Representative Name (Print)

Director - EHS
Title of Authorized Representative (Print)

Dated: July 6, 2015
(NOTARY SEAL)

BK10748PG388

Exhibit A

Legal Description of Property

NK 10748PG389

Exhibit A
Legal Description

TARA

HAIR TRACT

All that tract or parcel of land lying and being in Land Lots 241-242 of the 13th District of Clayton County, Georgia, as per plat of W. H. Franks, Land Surveyor, dated February 28, 1966, revised February 21, 1967, being more particularly described as follows:

BEGINNING at the intersection formed by the southerly side of the right of way of Smith Street with the easterly side of the right of way of the South Expressway; running thence south along the easterly side of the right of way of the South Expressway 1242.5 feet to an iron pin and the property now or formerly leased to Pure Oil Company; running thence southeasterly along said property line 143.8 feet to an iron pin located on the westerly side of the right of way of Georgia State Highway #54; running thence northeasterly along the westerly side of the right of way of Georgia State Highway #54, 1166.9 feet to an iron pin; running thence west at an interior angle of 77 degrees 38 minutes with the last mentioned call 100 feet to an iron pin; running thence north 181.8 feet to an iron pin located on the southerly side of the right of way of Smith Street; running thence west along the southerly side of the right of way of Smith Street 338.7 feet to the point where the southerly side of the right of way of Smith Street intersects the easterly side of the right of way of the South Expressway and the POINT OF BEGINNING. Said tract containing an aggregate of 9.29 acres according to the above plat.

TARA

WILLIS TRACT

All that tract or parcel of land lying and being in Land Lot 241, of the 13th District, of Clayton County, Georgia, and being more particularly described as follows:

BEGIN at an iron pin on the westerly side of Fayetteville Road (Georgia State Highway #54) 197.9 feet south of the intersection of the westerly side of Fayetteville Road and the southerly side of Smith Street, as measured along the westerly side of Fayetteville Road; run thence south along the westerly side of Fayetteville Road a distance of 63.00 feet to an iron pin; run thence southwest a distance of 95.00 feet to an iron pin; run thence north 01 degree 15 minutes west forming an interior angle of 68 degrees 31 minutes with the preceding course a distance of 45.00 feet to an iron pin; run thence northeast a distance of 103.00 feet to an iron pin on the westerly side of Fayetteville Road and the Point of Beginning; being more fully shown on survey prepared by Eaton Pendley & Associates, Inc., dated December 19, 1964.

This deed is given subject to all easements and restrictive covenants of record.

[LEGAL CONTINUES ON FOLLOWING PAGE]

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[CONTINUATION OF TARA LEGAL DESCRIPTION]

TOGETHER WITH:

TARA
COOGLES TRACT

All that tract or parcel of land lying and being in Land Lot 241, of the 13th District, of Clayton County, Georgia, and being more particularly described as follows:

BEGIN at an iron pin at the intersection of the southerly side of Smith Street and the westerly side of Fayetteville Road (Georgia State Highway #54); run thence South along the westerly side of Fayetteville Road a distance of 107.90 feet to an iron pin; run thence South 62 Degrees 24 minutes West a distance of 131.30 feet to an iron pin; run thence north along the westerly line of Land Lot 241 forming an interior angle of 74 degrees 18 minutes with the preceding course a distance of 140.80 feet to an iron pin on the southerly side of Smith Street; run thence east along the southerly side of Smith Street a distance of 131.30 feet to an iron pin and the Point of Beginning; being more fully shown on survey prepared by Yates Pendley & Assoc., Inc., dated December 18, 1984.

This deed is given subject to all assessments and restrictive covenants of record.

LESS AND EXCEPT any portion(s) of the above-described property that was conveyed to third parties by Grantor or Grantor's predecessor(s) in title.

This is the same property described in that certain Limited Warranty Deed from Alterman Enterprises, LLC to Tara Retail Holdings LLC and recorded at Book 9320, Page 519, Clayton County, Georgia records.

[END OF LEGAL DESCRIPTION]

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Exhibit B
Property Map

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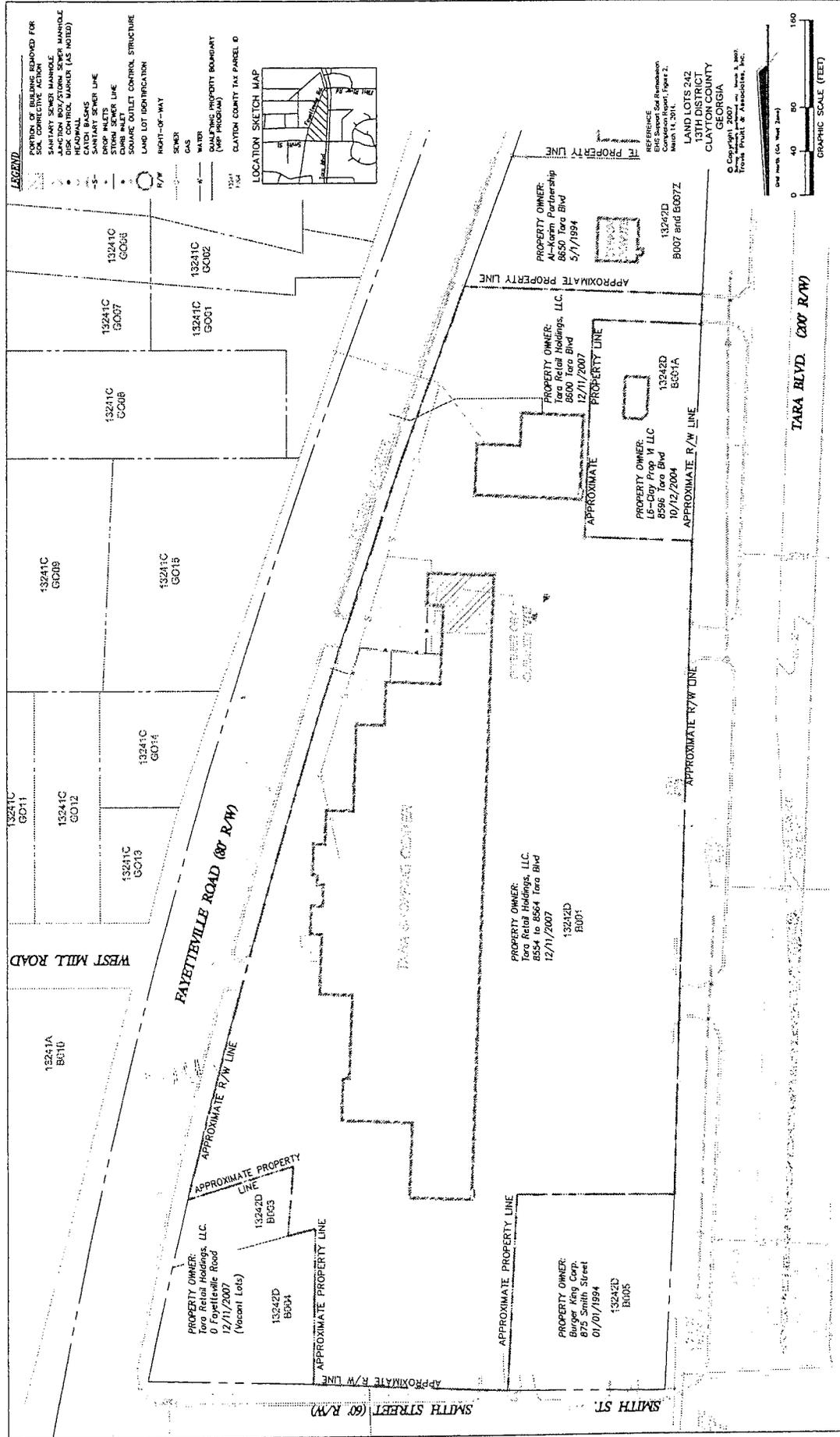


EXHIBIT B-1
SITE PLAN

TARA SHOPPING CENTER
8600 TARA BOULEVARD
JONESBORO, GEORGIA
HSI # 10786

Drawn By: MDO **Date Drawn:** 07/2014
Reviewed By: MSS **Date Reviewed:** 07/2014
Scale: 1" = 80' **Plot Date:** 07/2014
Project Number: C00342-2014

EHS Support
consider it done

BK 10748PG393

Exhibit C

Legal Description of Type 5 Soil Restrictive Use Area

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DESCRIPTION OF

Type 5 Soil Restricted Use Area

All that tract or parcel of land lying and being in Land Lot 242 of the 13rd District, City of Jonesboro, Clayton County, Georgia and being more particularly described as follows:

COMMENCING at an iron pin set at the intersection of the southerly Right of Way of Smith Street (60' R/W) and the westerly Right of Way of Fayetteville Road aka State Route 54 (80' R/W); **THENCE** running along Fayetteville Road aka State Route 54 (80' R/W) a curve to the right with a radius of 5,689.62 feet and an arc length of 761.22 feet, said curve having a chord bearing of South 14 degrees 41 minutes 02 seconds West and a chord distance of 760.65 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** and continuing along said Right of Way a curve to the right with a radius of 5,689.62 feet and an arc length of 141.81 feet, said curve having a chord bearing of South 19 degrees 13 minutes 51 seconds West and a chord distance of 141.80 feet to a point; **THENCE** leaving said Right of Way North 44 degrees 09 minutes 46 seconds West a distance of 94.04 feet to a point; **THENCE** North 38 degrees 58 minutes 39 seconds West a distance of 58.30 feet to a point; **THENCE** North 20 degrees 28 minutes 06 seconds East a distance of 65.77 feet to a point; **THENCE** South 76 degrees 51 minutes 10 seconds East a distance of 93.47 feet to a point; **THENCE** South 61 degrees 05 minutes 57 seconds East a distance of 39.84 feet to a point on the westerly Right of Way of Fayetteville Road aka State Route 54 (80' R/W), said point being the **TRUE POINT OF BEGINNING**. Said tract contains 14,614 square feet or 0.34 acres.

Together with a 20 foot wide buffer surrounding said property and being more particularly described as follows:

COMMENCING at an iron pin set at the intersection of the southerly Right of Way of Smith Street (60' R/W) and the westerly Right of Way of Fayetteville Road aka State Route 54 (80' R/W); **THENCE** running along Fayetteville Road aka State Route 54 (80' R/W) a curve to the right with a radius of 5,689.62 feet and an arc length of 740.88 feet, said curve having a chord bearing of South 14 degrees 34 minutes 53 seconds West and a chord distance of 740.36 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** and continuing along said Right of Way a curve to the right with a radius of 5689.62 feet and an arc length of 20.34 feet, said curve having a chord bearing of South 18 degrees 24 minutes 52 seconds West and a chord distance of 20.34 feet to a point; **THENCE** leaving said Right of Way North 61 degrees 05 minutes 57

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seconds West a distance of 39.84 feet to a point; THENCE North 76 degrees 51 minutes 10 seconds West a distance of 93.47 feet to a point; THENCE South 20 degrees 28 minutes 06 seconds West a distance of 65.77 feet to a point; THENCE South 38 degrees 58 minutes 39 seconds East a distance of 58.30 feet to a point; THENCE South 44 degrees 09 minutes 46 seconds East a distance of 94.04 feet to a point on the westerly Right of Way of Fayetteville Road aka State Route 54 (80' R/W); THENCE running along said Right of Way a curve to the right with a radius of 5689.62 feet and an arc length of 22.21 feet, said curve having a chord bearing of South 20 degrees 03 minutes 24 seconds West and a chord distance of 22.21 feet to a point; THENCE leaving said Right of Way and running North 44 degrees 09 minutes 46 seconds West a distance of 104.61 feet to a point; THENCE North 38 degrees 58 minutes 39 seconds West a distance of 70.62 feet to a point; THENCE North 20 degrees 28 minutes 06 seconds East a distance of 94.79 feet to a point; THENCE South 76 degrees 51 minutes 10 seconds East a distance of 113.83 feet to a point; THENCE South 61 degrees 05 minutes 57 seconds East a distance of 38.90 feet to a point on the westerly Right of Way of Fayetteville Road aka State Route 54 (80' R/W), said point being the **TRUE POINT OF BEGINNING**. Said buffer contains 7,742 square feet or 0.18 acre.

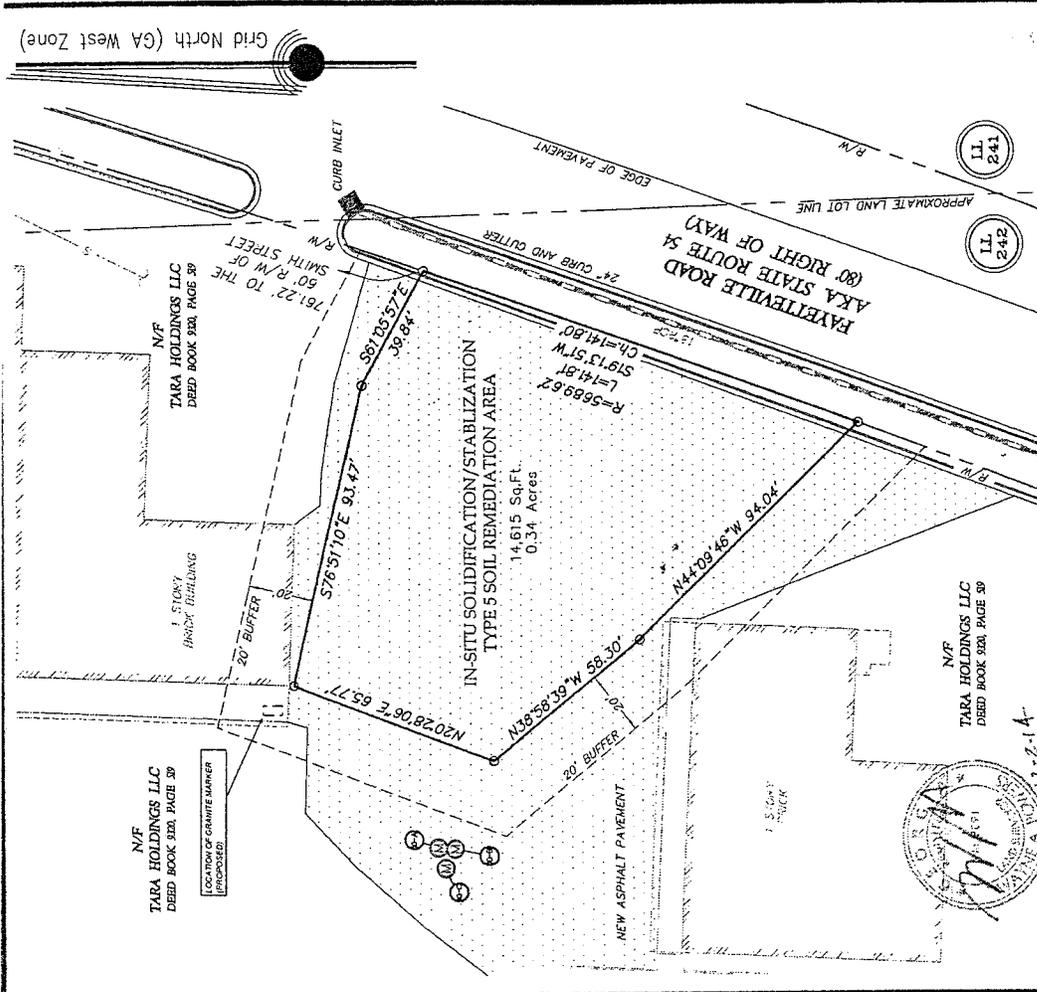
RK 1 0748PG396

Exhibit D

Type 5 Soil Restricted Use Area Map

RK 10748PG397

BK 10748PG398



Grid North (GA West Zone)

11-2-14

LL 241
LL 242

APPROXIMATE LAND LOT LINE

EDGE OF PAVEMENT

24' CURB AND GUTTER

80' R/W OF SMITH STREET

761.22' TO THE

N/F TARA HOLDINGS LLC DEED BOOK 920, PAGE 39

1 STORY RANCH BUILDING

20' BUFFER

57°51'10\"/>

Certification:
This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based was collected by me or under my direct supervision and using the least squares method. Angular and linear measurements were made using a Trimble 5603 Robotic Total Station.

Wynne A. Powers
Georgia Reg. Land Surveyor No. 2891
For the Firm: Travis Pruitt & Associates, Inc.

Date: 12-2-14

Survey References:
1. ALTA/ACSM Land Title Survey for Yukon Properties, LLC, and Chicago Title Insurance Company prepared by Travis Pruitt & Associates, Inc., dated March 7, 2007.
(FN:2007-E-046)

Survey Notes:
This survey shows herein was prepared without benefit of the contractor's title insurance. Wynne A. Powers and Travis Pruitt & Associates, Inc. make no guarantees or representations regarding information shown herein other than that it is a true and correct representation of the agreements, reservations, and other similar matters.

LEGEND

- (1) LAND LOT IDENTIFICATION
- (2) TYPE 5 BOUNDARY LIMITS
- (3) 20' BUFFER
- (4) MONITORING WELL IDENTIFICATION
- (5) MONITORING WELL (MW)
- (6) SANITARY SEWER MANHOLE
- (7) CLEAN OUT
- (8) DROP INLET
- (9) FIELDWELL
- (10) ALSO KNOWN AS
- (11) SANITARY SEWER LINE
- (12) STORM SEWER LINE
- (13) NEW ASPHALT PAVING

BOUNDARY SURVEY
SOIL RESTRICTED USE AREA
8564 TARA BOULEVARD
AUTHORIZED BY THIS SUPPORTING INSTRUMENT
CITY OF JONESBORO, CLAYTON COUNTY, GEORGIA

PLAT DATE: 11/25/2014
FILED DATE: 11/17/2014
SCALE: 1"=30'
JK: 140026RMS
PK: 107-8-78
DRAWN BY: BS
Sheet No. 1 of 1

437 Park Drive, Suite 400
Norcross, Georgia 30095
Phone: (770) 416-5211
Fax: (770) 416-5212
www.travispruitt.com

Travis Pruitt & Associates, Inc.
Professional Surveyors
Professional Engineers
Professional Land Surveyors

1 1/2" = 30'
GRAPHIC SCALE - IN FEET

REVISIONS

1	11/27/2014	REVISE PER CLIENT COMMENTS 1B3
2		
3		
4		
5		