

After Recording Return to:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334

Deed Book 52038 Pg 146
Filed and Recorded Dec-19-2012 03:35pm
2012-0366032
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Environmental Covenant

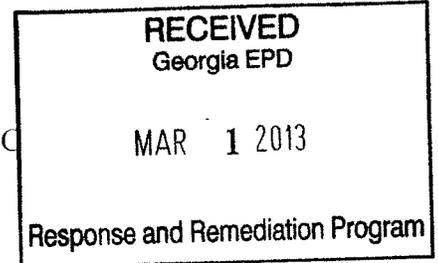
This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this 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: North Highland Associates, LLC
2881 Peachtree Road N.E.
Suite 1901
Atlanta, GA 30305

Grantee/Holder: North Highland Associates, LLC
2881 Peachtree Road N.E.
Suite 1901
Atlanta, GA 30305

**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 1152 East Tower
Atlanta, GA 30334

Parties with interest in the Property: Midtown Cleaners and Laundry, Inc.
Dinesh Desai
599 North Highland Avenue NE
Atlanta, Georgia 30307
(404)223-3622



Property:

The property subject to this Environmental Covenant is the Midtown Cleaners & Laundry, Inc. (hereinafter the "Property"), located on 599 North Highland Avenue in Atlanta, Fulton County, Georgia. This tract of land was conveyed on January 1, 1998, from numerous named individuals, estates, and trusts to North Highland Associates, LLC, and recorded in Deed Book 26617, Page 095, Fulton County Records. The area is located in Land Lot 15 of the 14th District of Fulton County, Georgia. The Property is approximately 0.15 acres and includes one building (currently operating as a dry cleaning

facility) and associated parking. A complete legal description of the area is attached as Exhibit A, and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

Deed Book 52038 Pg 147

14 00 1500030274 of Fulton 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 document[s]:

- Compliance Status Report and Corrective Action Plan: March 2003
- Compliance Status Report (HSI# 10584): April 2006
- Corrective Action Plan Addendum No. 1: December 2006
- Corrective Action Plan Modification: Letter to EPD dated May 25, 2007
- Corrective Action Plan Progress Report: April 2008
- Corrective Action Plan Progress Report 2: October 2008
- Voluntary Remediation Program Application: March 2011
- Memorandum: Soil Vapor Intrusion and Groundwater Modeling -- Midtown Cleaners: January 4, 2012
- Letter accepting the Midtown Cleaners Site into the VRP: From Georgia Environmental Protection Division to Jeff Vantosh: February 17, 2012
- Voluntary Remediation Program Compliance Status Report: October 2012

These documents are available at the following locations:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 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 North Highland Associates, LLC, its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of tetrachloroethene occurred on the Property. The following "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), have been detected in soil and groundwater at the Property after the previous (2005-2008) corrective action: tetrachloroethene (soil and groundwater), and chloroform (groundwater).

The Corrective Action consists of the prohibition on the use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes to protect human health and the environment. No further corrective action is required for soil or source material.

Grantor, North Highland Associates, LLC, (hereinafter "North Highland") 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 North Highland (the Holder) 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.

North Highland makes the following declaration 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); is perpetual, unless modified or terminated pursuant to O.C.G.A. § 44-16-9; 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 EPD, North Highland, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, North Highland or its successors and assigns, North Highland 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 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 Property.
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. **Activity and Use Limitation(s).** If the Property is to be used for residential purposes, it must first be demonstrated at that time that there is no risk due to soil vapor intrusion by one or more of the following: soil vapor intrusion modeling based on conditions at that time, soil vapor sampling, and/or soil vapor mitigation. 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.

5. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
6. Right of Access. In addition to any rights already possessed by EPD, North Highland shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to determine compliance with this Environmental Covenant; and to inspect records that are related to the Corrective Action.
7. 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) North Highland, (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.
8. 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 has met residential cleanup standards, as defined in Section 391-3-19-.07 of the Rules, 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.*
9. 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.
10. No Property Interest Created in EPD. 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.

Notices.

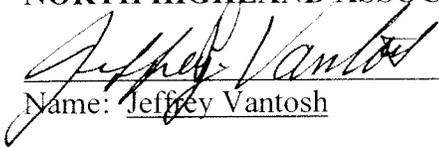
Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
 Branch Chief
 Land Protection Branch
 2 Martin Luther King Jr. Drive SE
 Suite 1154 East Tower
 Atlanta, GA 30334

North Highland Associates, LLC
 2881 Peachtree Road N.E.
 Suite 1901
 Atlanta, GA 30305

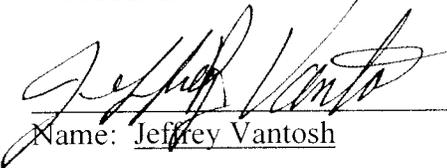
Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 19th day of December, 2012.

NORTH HIGHLAND ASSOCIATES, LLC (Grantor)


 Name: Jeffrey Vantosh

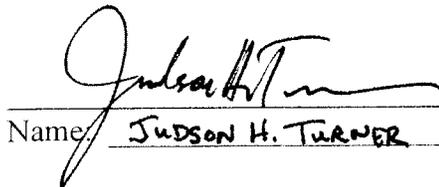
Dated: 10/3/2012
 Title: Property Manager

NORTH HIGHLAND ASSOCIATES, LLC (Holder)


 Name: Jeffrey Vantosh

Dated: 10/3/2012
 Title: Property Manager

**STATE OF GEORGIA
 ENVIRONMENTAL PROTECTION DIVISION**


 Name: Judson H. Turner

Dated: 12-19-2012
 Title: DIRECTOR

[CORPORATE ACKNOWLEDGMENT]

STATE OF GEORGIA
COUNTY OF FULTON

On this 3 day of October, 2012, I certify that Jeffrey Vantosh personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

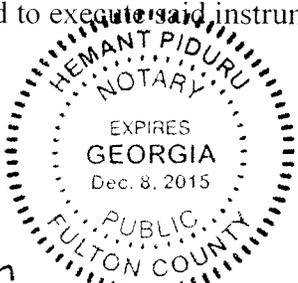


Hemant Piduru
Notary Public in and for the State of
Georgia, residing at Fulton Co.
My appointment expires 12/8/15.

[CORPORATE ACKNOWLEDGMENT]

STATE OF GEORGIA
COUNTY OF FULTON

On this 3 day of October, 2012, I certify that Jeffrey Vantosh personally appeared before me, acknowledged that **he/she** is the Property Manager of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

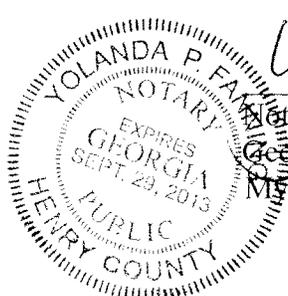


Hemant Piduru
Notary Public in and for the State of
Georgia, residing at Fulton Co.
My appointment expires 12/8/15.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF Fulton

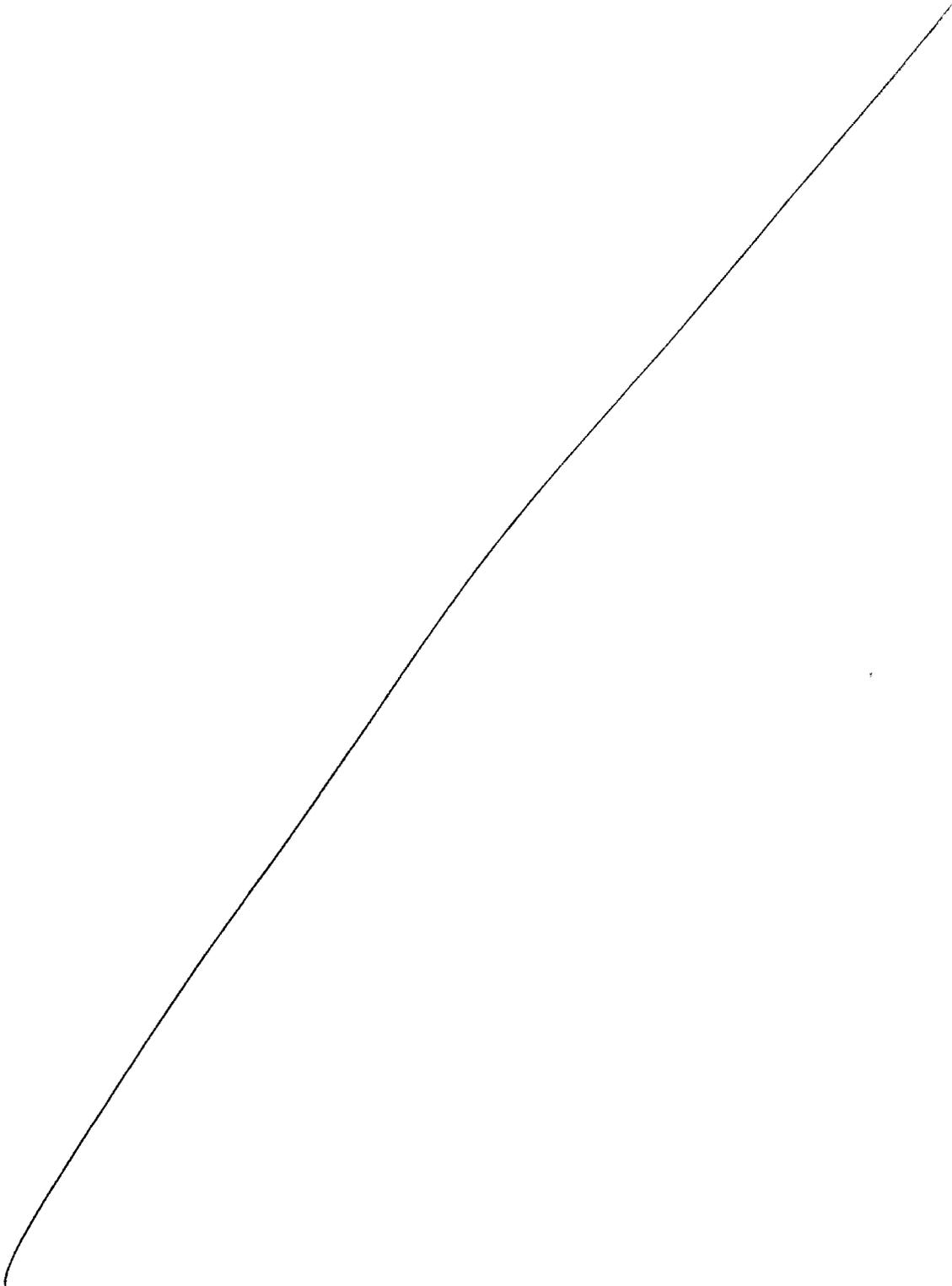
On this 19th day of December, 2012, I certify that Judson H. Turner personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the Director [type of authority] of Georgia EPD [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Yolanda P. Fanning
Notary Public in and for the State of
Georgia, residing at Henry Co.
My appointment expires Sept. 29, 2013.

Exhibit A
Legal Description

Deed Book 52038 Pg 152



Fulton County, Georgia
Real Estate Transfer Tax
Paid \$ 0
Date 5/10/98
JUANITA RICKS
Clerk, Superior Court

By B. Beavitt
STATE OF GEORGIA

GEORGIA, FULTON COUNTY
FILED AND RECORDED

MAY 12 PM 4:26
LIMITED WARRANTY DEED
JUANITA RICKS
CLERK, SUPERIOR COURT

After recordation, return to:

Troutman Sanders
NationsBank Plaza, Suite 5200
690 Peachtree Street, N.E.
Atlanta, Georgia 30303-2216
Attn: Alan E. Sorby, Esq.

COUNTY OF FULTON

THIS INDENTURE, made as of the 1st day of January, in the year one thousand nine hundred ninety-eight, between

VICTORIA M. ALEMBIK as Co-Trustee and AARON J. ALEMBIK as Co-Trustee of the MICHAEL D. ALEMBIK TRUST, U/W of MICHAEL D. ALEMBIK, deceased, as to 2.5% undivided interest, VICTORIA M. ALEMBIK as to 2.5% undivided interest, AARON J. ALEMBIK as to 1.6% undivided interest, JULIUS ALEMBIK as Executor of the Estate of MYRA FAITH ABRAMS, deceased, as to 7.5% undivided interest, RITA BARON as to 5% undivided interest, DAVID N. CUNNINGHAM as to 25% undivided interest, HARRY HOUSEN as to 5.4% undivided interest, PAULA F. ROSENHAFT as to 5% undivided interest, CATHY SELIG as to 7.5% undivided interest, VERNON R. RAY as to 7.5% undivided interest, BILL W. VANFOSH as to 20.5% undivided interest, STEVE WARONKER as to 5% undivided interest, MITZI H. WEITZ, Trustee, NORMAN A. WEITZ FAMILY TRUST as to 5% undivided interest.

of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

NORTH HIGHLAND ASSOCIATES, L.L.C.,
a Georgia Limited Liability Company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their heirs, successors and assigns where the context requires or permits)

WITNESSETH that, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee her heirs and assigns,

All that tract or parcel of land lying in Land Lot 15 of the 14th District of Fulton County, Georgia consisting of Tract I, Tract II, Tract III and Tract IV, and being more particularly described in Exhibit "A" which has been attached hereto and made a part herein.

It is the intent of the Grantor to convey all of their rights, title and interest in and to the property herein described to the herein named Grantee

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding, or claiming by, through or under the said Party of the First Part.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Victoria M. Alembik (SEAL)
Victoria M. Alembik as Co-Trustee of the Michael D. Alembik Trust, U/W of Michael D. Alembik, deceased, as to 2.5% undivided interest

Signed, sealed and delivered in the presence of:

Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires: 2/27/2000
[Notary Seal]



WANDA TAYLOR
Notary Public, Coweta County, Georgia
My Commission Expires Feb. 27, 2000

Aaron I. Alembik (SEAL)
Aaron I. Alembik as Co-Trustee of the Michael D. Alembik Trust, U/W of Michael D. Alembik, deceased, as to 2.5% undivided interest

Signed, sealed and delivered in the presence of:



Wanda Taylor
Unofficial Witness

Patricia J. Cash
Notary Public
My Commission expires: My Commission Expires Sept. 11, 2001
[Notary Seal]

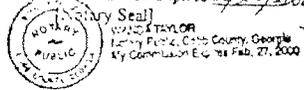
26617
0097

Victoria M. Alembik (SEAL)
Victoria M. Alembik as to 2.5% undivided
interest

Signed, sealed and delivered in the
presence of:

Patricia J. Cook
Unofficial Witness

Shirley Taylor
Notary Public
My Commission expires 2/27/2000



Aaron I. Alembik (SEAL)
Aaron I. Alembik as to 1.6% undivided interest

Signed, sealed and delivered in the
presence of:

Shirley Taylor
Unofficial Witness

Patricia J. Cook
Notary Public
My Commission expires Sept. 13, 2001
[Notary Seal]



Julius Alembik (SEAL)
Julius Alembik as Executor of the Estate of
Myra Faith Abrams, deceased, as to 7.5%
undivided interest

Signed, sealed and delivered in the
presence of:

Patricia J. Cook
Unofficial Witness

Patricia J. Cook
Notary Public
My Commission expires 7-10-99
[Notary Seal]



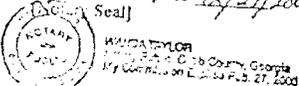
BOOK 266176097

Signed, sealed and delivered in the presence of:

Rita Baron (SEAL)
Rita Baron as to 5% undivided interest

Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires: 2/27/2000
[Notary Seal]

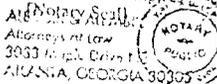


Signed, sealed and delivered in the presence of:

David N. Cunningham (SEAL)
David N. Cunningham as to 25% undivided interest

Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires: 2/27/2000
[Notary Seal]

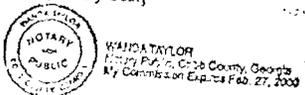


Signed, sealed and delivered in the presence of:

Harly Housen (SEAL)
Harly Housen as to 5% undivided interest

Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires: 2-27-2000
[Notary Seal]



BOOK 26617:0098

26617
3899

Paula F. Rosenhall (SEAL)
Paula F. Rosenhall as to 5% undivided interest

Signed, sealed and delivered in the presence of:

Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires 2-27-2000

(Notary Seal)
 WANDA TAYLOR
Notary Public, Cobb County, Georgia
My Commission Expires Feb 27, 2000

Cathy Selig (SEAL)
Cathy Selig as to 7.5% undivided interest

Signed, sealed and delivered in the presence of:

Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires: 2-27-2000
(Notary Seal)

 WANDA TAYLOR
Notary Public, Cobb County, Georgia
My Commission Expires Feb 27, 2000

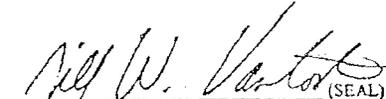
Vernon R. Ray (SEAL)
Vernon R. Ray as to 7.5% undivided interest

Signed, sealed and delivered in the presence of:

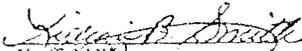
Patricia J. Cash
Unofficial Witness

Wanda Taylor
Notary Public
My Commission expires 2-27-2000
(Notary Seal)

(NP. SEAL)


Jill W. Vantosh as to 20.5% undivided interest (SEAL)

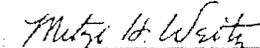
Signed, sealed and delivered in the presence of:


Unofficial Witness

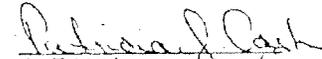

SUZETTE RILEY
Notary Public, Fulton County, Georgia
My Commission Expires July 30, 2002
My Commission expires _____
[Notary Seal]

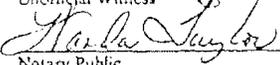


NORMAN A. WEITZ FAMILY TRUST

By  (SEAL)
MITZI H. WEITZ, Trustee, as to 5% undivided interest

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My Commission expires 2/27/2008
[Notary Seal]



WANDA TAYLOR
Notary Public, Cobb County, Georgia
My Commission Expires Feb. 27, 2008

EXHIBIT "A"

TRACT I

ALL that tract or parcel of land lying and being in Land Lot 15, of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the east side of North Highland Avenue ninety-six and five tenths (96.5) feet south of the southeast corner of North Highland Avenue and North Avenue, said beginning point being at the south side of an eighteen (18) foot alley; running thence south along the east side of North Highland Avenue sixty-five and fifteen hundredths (65.15) feet; thence east one hundred twenty (120) feet to the southwest side of said eighteen (18) foot alley; thence northwesterly along the southwestern side of said alley ninety-nine (99) feet to a point where said alley turns; thence west along the south side of said alley sixty-three and three-tenths (63.3) feet to the point of beginning; being improved property known as 597-601 North Highland Avenue, N.E., according to the present system of numbering houses in the City of Atlanta.

TRACT II

ALL that tract or parcel of land lying and being in Land Lot 15, 14th District, Fulton County, Georgia, and being more particularly described as follows:

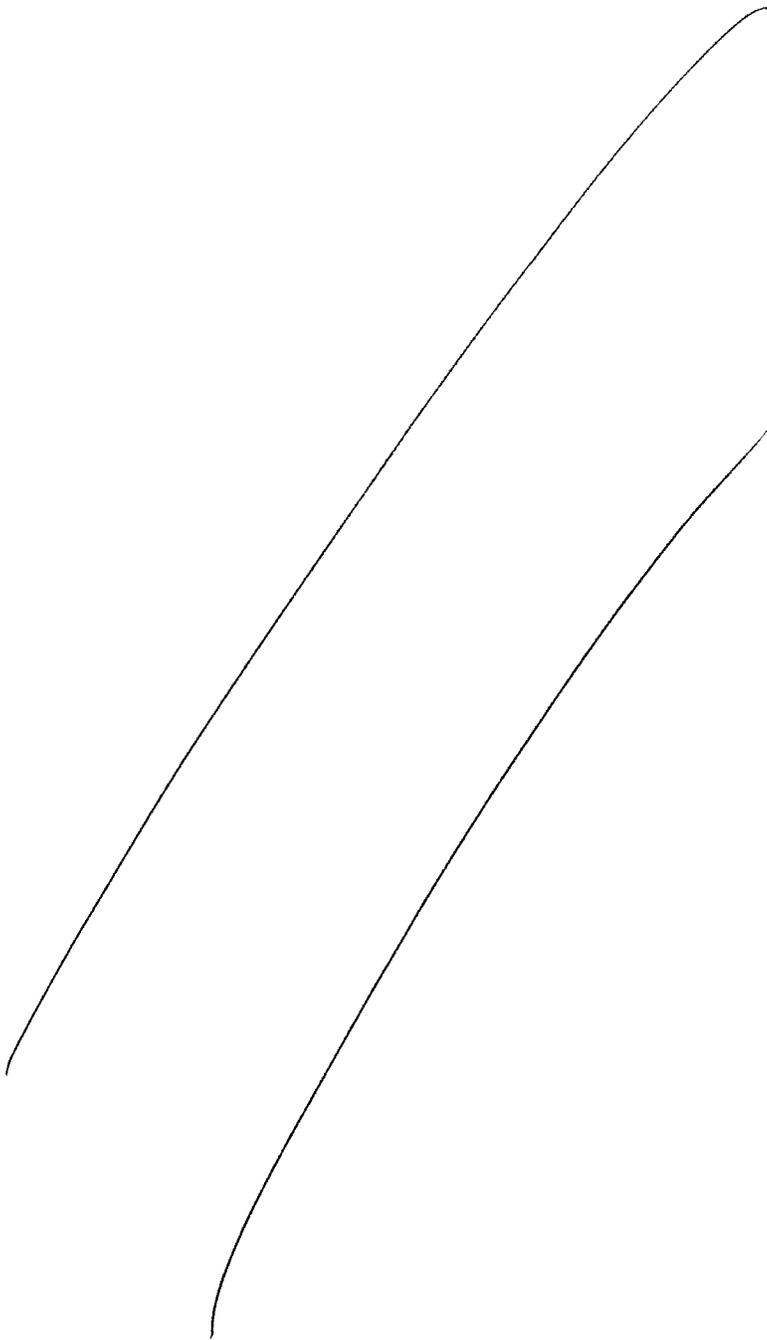
BEGINNING at an iron pin placed on the easterly side of North Highland Avenue two hundred seventy-seven (277) feet northerly as measured along the easterly side of North Highland Avenue from the corner formed by the intersection of the easterly side of North Highland Avenue with the northerly side of Vaud Avenue; run thence easterly along the line that forms an interior angle of 90 degrees 08 minutes with the easterly side of North Highland Avenue one hundred fifty-six (156) feet to an iron pin found on the southwesterly side of a 15-foot alley; run thence northwesterly along the southwesterly side of said 15-foot alley sixty-two (62) feet to an iron pin found; run thence westerly one hundred twenty (120) feet to an iron pin found on the easterly side of North Highland Avenue; run thence southerly along the easterly side of North Highland Avenue fifty (50) feet to the iron pin placed at the point of beginning, being improved property having a one-story frame house thereon known as 591 North Highland Avenue according to the present system of numbering houses in the City of Atlanta, Georgia, and being more particularly shown on survey prepared by Georgia Land Surveying Co., dated September 23, 1980.

JAW

BOOK 13120 PAGE 215

BOOK 26617 PAGE 102

Exhibit B
Fulton County Tax Parcel Map



Prepared by Fulton County Department of
 Government and Community Development
 Support Services Division
 GIS/Geographic Information System
 Date: 01/23/15

Fulton County provides the data within this page for your personal use "as is".
 The data is not guaranteed to be accurate, correct, or complete.

