



Sandra B. Berg, Paralegal
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October 5, 2017

VIA FEDERAL EXPRESS

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, S.E.
Suite 1054 East
Atlanta, Georgia 30334
Attention: Mr. Richard E. Dunn
Director

GA Environmental Protection Division
DIRECTOR'S OFFICE

OCT - 6 2017

RECEIVED

Re: Encore Dry Cleaners (Former) – Modification of Environmental Covenant
File: HSI Site No. 10530; ID #245-0298
4291 Roswell Road, NE, Marietta, Cobb County, Georgia
Tract 1B of Tax Parcel ID No. 16089900010

Dear Mr. Dunn:

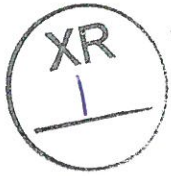
In connection with the captioned matter, enclosed for your file is the original Modification of Environmental Covenant as recorded in Deed Book 15481, Page 816, Superior Court Records of Cobb County, Georgia.

Please do not hesitate to call should you have any questions regarding the enclosed.

Very truly yours,

Sandra B. Berg,
Paralegal

SBB
Enclosure



Deed Book 15481 Pg 816
Filed and Recorded Sep-28-2017 03:56pm
2017-0109590
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

FedEx

*Bryan Cave
1201 W. Peachtree St.
One Atlantic Center, 14 Floor
Atlanta, GA 30309*

AFTER RECORDING RETURN TO:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334

Cross Reference:
Book 15134, Pg.2277-2293
Cobb County, GA

Modification of Environmental Covenant

8/24
This instrument is a Modification (this "Modification") of an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, *et seq.* The effective date of this Modification shall be the date upon which a fully executed original of this Modification has been recorded in the deed records maintained by the Clerk of the Superior Court of Cobb County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

RECITALS:

A. WHEREAS, Alterman Real Estate, Ltd. ("Grantor"), East Cobb Crossing, LLC ("Grantee/Holder") and the State of Georgia, Department of Natural Resources, Environmental Protection Division ("EPD") entered into that certain Environmental Covenant recorded January 22, 2014 in Official Records Book 15134, Page 2277 in Cobb County, Georgia (as modified hereby and as may be further modified, amended, restated or supplemented from time to time, the "Environmental Covenant"); and

B. WHEREAS, the property subject to the Environmental Covenant is that certain tract of land referred to as Tax Parcel ID No. 16082900470 (formerly Tract 2 and Tract 3 of Tax Parcel ID No. 16089900010) described on Exhibit A attached hereto and incorporated herein by reference; and

C. WHEREAS, on April 28, 2017 Grantor took title to a .723 acre parcel of property described on Exhibit A1 and shown as Tract 1B of Tax Parcel ID No. 16089900010 in the Updated Site Boundary (Exhibit B1) which is hereby referred to as the "Additional Property"; and

D. WHEREAS, Grantor, Grantee/Holder and EPD desire to subject the Additional Property to the Environmental Covenant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, Grantee/Holder and EPD do hereby agree as follows:

1. Modification. The term "Property", as used in the Environmental Covenant, shall hereafter include the Additional Property. The legal description of the Property subject to the Environmental Covenant is attached as Exhibit A and Exhibit A1. The map in Exhibit B is replaced by the Updated Site Boundary attached as Exhibit B1.

2. No Oral Modification. This Modification may not be amended except upon the written agreement of all parties hereto.

3. Ratification. Except as expressly modified herein, Grantor, Grantee/Holder and EPD covenant and agree that all of the terms, covenants, promises, warranties, representations and conditions of the Environmental Covenant shall remain in full force and effect. Further, nothing contained herein shall in any way impair the validity of the Environmental Covenant.

4. Binding Upon Successors and Assigns. This Modification shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns and shall be enforceable by the Grantee/Holder and the Director of EPD or his agents or assigns, Grantor 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.

5. Headings. The headings of the articles, sections and subsections of this Modification are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.

6. Capitalized Terms. All capitalized terms used herein, unless otherwise defined in this Modification, shall have the meanings ascribed to them in the Environmental Covenant.

7. Counterparts. This Modification may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]

Grantor has caused this (Modification of) Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 17th day of July, 2017.

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

MALCOLM N. MINSK
Unofficial Witness Name (Print)

1801 PEACHTREE ST
ATLANTA GA 30309
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires 1/10/2020

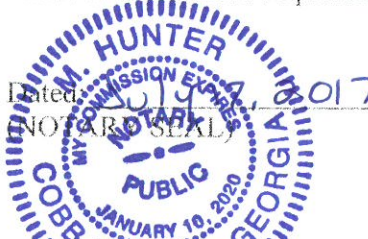
For the Grantor:

ALTERMAN REAL ESTATE, LTD.
Name of Grantor (Print)

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

DONALD MINSK
Authorized Representative Name (Print)

Title of Authorized Representative (Print)



Grantee has caused this (Modification of) Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 17th day of July, 2017.

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

MALCOLM N. MINSK
Unofficial Witness Name (Print)

1801 PEACHTREE ST
ATLANTA GA 30309
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires 1/10/2020

For the Grantee/Holder:

EAST COBB CROSSING, LLC
Name of Grantor (Print)

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

DONALD MINSK
Authorized Representative Name (Print)

Title of Authorized Representative (Print)



Signed, sealed, and delivered in the presence of:



Unofficial Witness (Signature)

Sydney Bragden

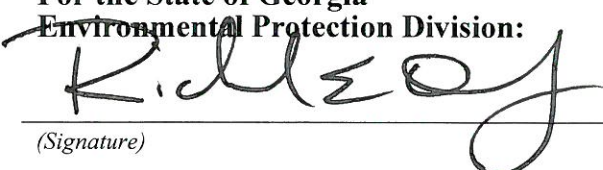
Unofficial Witness Name (Print)

Tamara C. Fischer

Notary Public (Signature)

My Commission Expires: 7-27-18

For the State of Georgia
Environmental Protection Division:


(Signature)

Richard E. Dunn
Director

Dated: 9/14/17

(NOTARY SEAL)

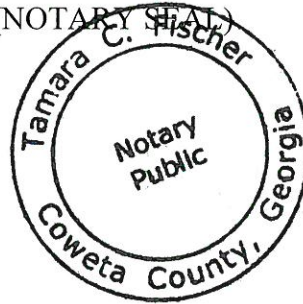


EXHIBIT ALEGAL DESCRIPTION

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 829 AND 830 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING COMMENCE AT THE SOUTHEASTERLY END OF THE MITERED INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF JOHNSON FERRY ROAD (VARIABLE RIGHT-OF-WAY) AND THE NORTHERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 120) (VARIABLE RIGHT-OF-WAY) AND PROCEED THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 120) (VARIABLE RIGHT-OF-WAY) THE FOLLOW COURSES AND DISTANCES:

- (1) NORTH 48°07'04" EAST, 63.30 FEET;
- (2) 888.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 3026.40 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 56°31'10" EAST, 885.17 FEET;
- (3) NORTH 63°59'11" EAST FOR A DISTANCE OF 470.58 FEET TO A POINT;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY OF ROSWELL ROAD (AKA STATE ROUTE 120) (VARIABLE RIGHT-OF-WAY) AND PROCEEDING THENCE NORTH 49°50'58" WEST FOR A DISTANCE OF 174.46 FEET TO A POINT; THENCE NORTH 41°04'30" WEST FOR A DISTANCE OF 282.49 FEET TO AN IRON PIN PLACED (1/2" RE-BAR) AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED PROCEED THENCE SOUTH 45°20'07" WEST FOR A DISTANCE OF 52.04 FEET TO AN IRON PIN PLACED (1/2" RE-BAR); THENCE NORTH 44°40'08" WEST FOR A DISTANCE OF 157.41 FEET TO AN IRON PIN PLACED (1/2" RE-BAR); THENCE NORTH 42°51'30" EAST FOR A DISTANCE OF 62.15 FEET TO AN IRON PIN PLACED (1/2" RE-BAR); THENCE SOUTH 41°04'30" EAST FOR A DISTANCE OF 160.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 0.20781 OF AN ACRE OR 9,052 SQUARE FEET, AND BEING MORE PARTICULARLY SHOWN ON THAT CERTAIN BOUNDARY SURVEY FOR EAST COBB CROSSING, LLC, ALTERMAN REAL ESTATE, LTD., AND TOUCHMARK NATIONAL BANK PREPARED BY WATTS & BROWNING ENGINEERS, INC., BY V.T. HAMMOND, G.R.L.S. NO. 2554 DATED OCTOBER 28, 2010.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 829 & 830, 16th District, 2nd Section, Cobb County, Georgia, containing 0.258 acre, as more fully shown on that certain Boundary Survey for East Cobb Crossing, LLC, Alterman Real Estate, LTD, and Touchmark National Bank, prepared by Gunnin Land Surveying, LLC, containing the seal of Jesse R. Gurnin, Georgia Registered Land Surveyor No. 3079, dated May 16, 2012, and being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING, COMMENCE** at a point at the eastern end of the mitered intersection of the easterly right of way of Johnson Ferry Road (variable right of way) with the northwesterly right of way of Roswell Road (variable right of way); thence along said right of way of Roswell Road the following courses and distances: thence N 48°07'04" E for a distance of 63.30 feet to a point; thence along a curve turning to the right for an arc distance of 888.35 feet, said curve having a radius of 3,026.40 feet and being subtended by a chord bearing of N 56°31'10" E and chord length of 885.17 feet to a point; thence N 63°59'11" E for a distance of 470.58 feet to a point; thence leaving said right of way of Roswell Road N 49°50'58" W for a distance of 174.46 feet to a point; thence N 41°04'30" W for a distance of 282.49 feet to a point; thence S 45°20'07" W for a distance of 52.04 feet to a point and a 1/2" rebar found at the **TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED**, thence S 66°37'37" W for a distance of 54.08 feet to a point and a nail set; thence S 75°12'04" W for a distance of 37.80 feet to a point and a nail set; thence N 14°47'56" W for a distance of 70.09 feet to a point and a nail set; thence N 65°07'13" W for a distance of 11.61 feet to a point and a nail set; thence S 75°12'04" W for a distance of 27.64 feet to a point and a nail set; thence N 14°47'56" W for a distance of 2.70 feet to a point and a nail set; thence S 75°12'04" W for a distance of 24.91 feet to a point and a nail set; thence N 14°47'56" W for a distance of 51.18 feet to a point and a nail set; thence N 65°09'12" E for a distance of 75.53 feet to a point and a 1/2" rebar found; thence S 44°40'08" E for a distance of 157.41 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT A1

LEGAL DESCRIPTION

Deed Book 15481 Pg 822

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 829 AND 830 OF THE 16TH DISTRICT IN THE 2ND SECTION OF COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST MITERED CORNER ON THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF ROSWELL ROAD (STATE ROUTE 120) (RIGHT-OF-WAY VARIES) AND THE EASTERLY RIGHT-OF-WAY LINE OF JOHNSON FERRY ROAD (RIGHT-OF-WAY VARIES) AND PROCEEDING ALONG SAID RIGHT-OF-WAY LINE OF ROSWELL ROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,026.40 FEET, A DISTANCE OF 370.62 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51° 37' 34" EAST, 370.39 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,026.40 FEET, A DISTANCE OF 51.88 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55° 37' 32" EAST, 51.88 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,026.40 FEET, A DISTANCE OF 161.12 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 57° 38' 31" EAST, 161.12 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,026.40 FEET, A DISTANCE OF 155.01 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 60° 38' 04" EAST, 154.99 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,026.40 FEET, A DISTANCE OF 144.50 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63° 28' 10" EAST, 144.48 FEET TO AN IRON PIN SET; THENCE SOUTH 64° 50' 14" WEST A DISTANCE OF 201.01 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND PROCEEDING NORTH 17° 26' 30" WEST A DISTANCE OF 338.20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 72° 33' 30" WEST FOR A DISTANCE OF 37.14 FEET TO A POINT; THENCE NORTH 14° 46' 44" WEST FOR A DISTANCE OF 75.43 FEET TO A POINT; THENCE SOUTH 75° 12' 33" WEST FOR A DISTANCE OF 40.01 FEET TO A POINT; THENCE NORTH 14° 43' 04" WEST FOR A DISTANCE OF 7.08 FEET TO A POINT; THENCE NORTH 14° 47' 56" WEST, A DISTANCE OF 70.09 FEET TO A POINT; THENCE NORTH 65° 07' 13" WEST, A DISTANCE OF 11.61 FEET TO A POINT; THENCE SOUTH 75° 12' 04" WEST, A DISTANCE OF 27.64 FEET TO A POINT; THENCE NORTH 14° 47' 56" WEST, A DISTANCE OF 2.70 FEET TO A POINT; THENCE SOUTH 75° 12' 04" WEST, A DISTANCE OF 24.91 FEET TO A POINT; THENCE NORTH 14° 47' 56" WEST, A DISTANCE OF 51.18 FEET TO A POINT; THENCE NORTH 65° 09' 12" EAST, A DISTANCE OF 75.53 FEET TO A POINT; THENCE NORTH 42° 51' 18" EAST, A DISTANCE OF 62.15 FEET TO A POINT; THENCE SOUTH 41° 04' 30" EAST, A DISTANCE OF 160.41 FEET TO A POINT; THENCE SOUTH 41° 04' 30" EAST, A DISTANCE OF 102.99 FEET TO A POINT; THENCE SOUTH 63° 08' 00" WEST, A DISTANCE OF 107.30 FEET TO A POINT, BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.723 ACRES OR 31,502 SQUARE FEET, MORE OR LESS.

