

CATHELENE ROBINSON  
Clerk of Superior Court  
Fulton County  
136 Pryor Street

-----  
PLEASE RETAIN THIS RECEIPT, THANK YOU

CFN	Inst	Bk & Page	Amount
2022-144353	NOT	DE-65469-665	\$25.00

Date Filed: Mar-28-2022 at 01:49pm

Register/Trans: BES 20220330-458  
Presented By: FAEGRE DRINKER LLP

RECORDING	\$25.00
	=====
TOTAL FEES DUE	\$25.00

Payment for Recording Fees:	
Ck# 2115522	\$25.00

	=====
TOTAL AMOUNT TENDERED	\$25.00
BALANCE DUE	\$0.00

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OFFICIAL RECEIPT  
Printed March-30-2022 at 02:11 PM

After Recording Return to:  
Atty. Leigh Bausinger  
Faegre Drinker Biddle & Reath LLP  
One Logan Square, Ste. 2000  
Philadelphia, PA 19103-6996

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 the “Act”). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and use limitations and other requirements specified herein. This Environmental Covenant further grants such other rights in favor of the Georgia Environmental Protection Division (“EPD”) and Penske Truck Leasing Co., L.P. (“Grantee/Holder”).

**Fee Simple Owner/Grantor:** Penske Truck Leasing Co., L.P.  
2675 Morgantown Road  
Reading, PA 19607

**Grantee/Holder with the power to enforce:** Penske Truck Leasing Co., L.P.  
2675 Morgantown Road  
Reading, PA 19607

**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

Deed Book 65469 Ps 665  
Filed and Recorded Mar-28-2022 01:49pm  
2022-0144353  
CATHELENE ROBINSON  
Clerk of Superior Court  
Fulton County, Georgia

### The Property

The area subject to this Environmental Covenant is a tract of approximately 11.94 acres of real property located at 4605 Fulton Industrial Boulevard, Atlanta, Fulton County, Georgia, which is further identified by the tax parcel ID number below (hereinafter the “Property”). The Property was conveyed by Johnson Controls Battery Group, Inc. to Penske Truck Leasing Co., L.P. by Warranty Deed dated February 20, 1995. That conveyance is recorded in Deed Book 19296, Pages 074-075, of the Fulton County deed records. The Property is located in Land Lots 56 and 57 of the 14<sup>th</sup> FF District of Fulton County, Georgia. A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

### Tax Parcel Number

The tax parcel of the Property is 14F-0057-LL-002-4 of Fulton County, Georgia.

## **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 Penske Truck Leasing Co., L.P., EPD, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

## **History of Corrective Action and Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed at the facility/site. Records pertaining to the corrective action are available at the following EPD location:

Georgia Environmental Protection Division  
 Land Protection Branch  
 2 Martin Luther King Jr. Drive, SE  
 Suite 1054 East Tower  
 Atlanta, GA 30334  
 Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

This Property has been listed on the State's Hazardous Site Inventory at HSI # 10158 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law.

Corrective action to remediate lead-bearing soil at the Property was performed and completed by Johnson Controls, Inc., the parent company of Johnson Controls Battery Group, Inc., under Consent Order No. EPD-HW-463, executed on November 16, 1988 ("Consent Order"). On February 24, 1994, the EPD terminated the Consent Order. Subsequently, the Property was listed on the Georgia Hazardous Site Inventory. EPD has acknowledged the Property's status as a Class IV Site. In a letter dated May 5, 2000, EPD confirmed that the Property was presumed to be in compliance with EPD's Type 5 Risk Reduction Standards set forth in Section 391-3-19-07, *et seq.* of the Rules for Hazardous Site Response.

Contact the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

## **Activity and Use Limitations and Other Requirements**

This Environmental Covenant imposes the following activity and/or use limitations and other requirements on the Property:

1. Real Property: The Property shall be used only for non-residential purposes, as defined in Section 391-3-19-.02 of the Rules. Any residential use of the Property shall be prohibited.

2. Interference with Remedy. Any activity on the Property that may result in the release or exposure to the regulated substances that were remediated as part of the corrective action under the Consent Order, or that creates a new exposure pathway, is prohibited, except for maintenance, repair or replacement of any engineering controls. If land disturbing activities occur on the Property, 1) the activities shall be evaluated by a qualified professional to determine if additional controls are needed to protect human health and/or the environment, and 2) any impacted soil shall be managed in accordance with applicable local, state, and federal law.
3. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
4. Notice to EPD of Change of Use. 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 Property or to apply for a building permit for construction at the Property.
5. 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).
6. 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, a written 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, a survey map showing the boundaries of the real property conveyed.

### **Environmental Covenant Does Not Authorize Use Otherwise Prohibited**

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law, other applicable law, or by a recorded instrument that has priority over this Environmental Covenant.

### **Rights of Access and Enforcement**

Authorized representatives of EPD 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 to take samples.

This Environmental Covenant shall be enforceable by EPD and Penske Truck Leasing Co., L.P. 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. The act of approving this Environmental Covenant does not in any way create any interest by EPD in the 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, Penske Truck Leasing Co., L.P. 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, Penske Truck Leasing Co., L.P. 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**

Penske Truck Leasing Co., L.P. represents and warrants as follows:

- A. Penske Truck Leasing Co., L.P. holds fee simple title to the Property.
- B. Penske Truck Leasing Co., L.P. 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 herein.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described herein will not materially violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Penske Truck Leasing Co., L.P. is a party or by which Penske Truck Leasing Co., L.P. may be bound.
- D. Penske Truck Leasing Co., L.P. has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning law or any other law regulating the use of the Property.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Penske Truck Leasing Co., L.P. 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**

Any document, notice, or communication required by this Environmental Covenant shall be sent 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:

Director of Environmental Services  
Penske Truck Leasing, Co., L.P.  
2675 Morgantown Road  
Reading, PA 19607

and

Penske Truck Leasing Co., L.P  
c/o Atty. Leigh Bausinger  
Faegre Drinker Biddle & Reath LLP  
One Logan Square, Ste. 2000  
Philadelphia, PA 19103-6996

### **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**

If any provision of this Environmental Covenant is 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).

Grantor

Penske Truck Leasing, Co., L.P.

[Signature]  
(Signature)

Signed in the presence of:

Michael Costanza

Director, Environmental Services

Kathleen P. Janssen  
Unofficial Witness (signature)

Annette Mieczkowski  
Unofficial Witness (print name)

Commonwealth of Pennsylvania  
County of Berks

This instrument was signed or attested before  
me this 12th day of October, 2021, by  
Michael Costanza.

Personally Known  
 Produced Identification

Kathleen P. Janssen  
Notary Public (Signature)

My Commission Expires: September 13, 2022

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

Commonwealth of Pennsylvania - Notary Seal  
Kathleen P. Janssen, Notary Public  
Berks County  
My commission expires September 13, 2022  
Commission number 1078321  
Member, Pennsylvania Association of Notaries

Grantee

Penske Truck Leasing, Co., L.P.

[Signature]  
(Signature)

Signed in the presence of:

Michael Costanza

Director, Environmental Services

Kathleen P. Janssen  
Unofficial Witness (signature)

Annette Mieczkowski  
Unofficial Witness (print name)

Commonwealth of Pennsylvania  
County of Berks

This instrument was signed or attested before  
me this 12th day of October, 2021, by  
Michael Costanza.

Personally Known  
 Produced Identification

Kathleen P. Janssen  
Notary Public (Signature)

My Commission Expires: September 13, 2022

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

Commonwealth of Pennsylvania - Notary Seal  
Kathleen P. Janssen, Notary Public  
Berks County  
My commission expires September 13, 2022  
Commission number 1078321  
Member, Pennsylvania Association of Notaries



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 3 day of March, 2022 :

[Signature]  
(Signature)  
[Name]  
Director, Environmental Protection Division

Signed in the presence of:  
[Signature]  
Unofficial Witness (signature)  
Laqueta Ferrel  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 3 day of March, 2022 by  
[Name].

- Personally Known
- Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

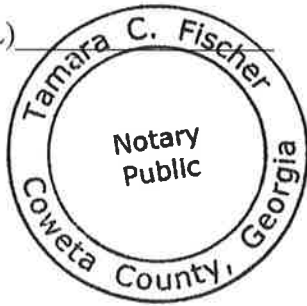


Exhibit A  
Legal Description of Property

**STAMP  
ADDED  
TO CAPTURE  
IMAGE**

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

Fulton County, Georgia  
Real Estate Transfer Tax  
Paid \$ 960.00  
Date 2-23-95  
JUANITA HICKS  
Clerk, Superior Court  
By *[Signature]*  
Dennis Ciers

Upon recording, return to:  
H. Dennis Panter, Esq.  
AIKEN & WARD  
1040 Crown Pointe Parkway  
Suite 1000  
Atlanta, Georgia 30338

**WARRANTY DEED**

THIS INDENTURE, Made as of the 20th day of February, in the year one thousand nine hundred ninety-five, between JOHNSON CONTROLS BATTERY GROUP, INC., A WISCONSIN CORPORATION, as party or parties of the first part, hereinafter called Grantor, and PENSKE TRUCK LEASING CO., L.P., A DELAWARE LIMITED PARTNERSHIP, whose tax mailing address is P.O. Box 563, Reading, Pennsylvania 19603, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**W I T N E S S E T H:**

Grantor, for and in consideration of Ten and No/100ths (\$10.00) Dollars and other good and valuable consideration, 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:

All that tract or parcel of land lying and being in Land Lots 56 and 57 of the 14th FF District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located at the corner formed by the intersection of the northwesterly right-of-way line of Fulton Industrial Boulevard a/k/a Georgia State Highway No. 70 with the southwesterly right-of-way line of Patton Drive (a 60-foot right-of-way); thence South 54 degrees 02 minutes 45 seconds west, along the northwesterly right-of-way line of Fulton Industrial Boulevard, 698.01 feet to an iron pin; thence North 36 degrees 02 minutes 41 seconds west, 746.76 feet to an iron pin; thence North 54 degrees 02 minutes 48 seconds east, 695.17 feet to an iron pin located on the southwesterly right-of-way line of Patton Drive; thence South 36 degrees 15 minutes 47 seconds east, along the southwesterly right-of-way line of Patton Drive, 746.76 feet to an iron pin and THE POINT OF BEGINNING; said tract containing 11.94 acres of land as shown and delineated on that certain plat of survey prepared for Penske Truck Leasing Co., L.P. and Chicago Title Insurance Company by Hambrick Surveying, Inc., dated January 25, 1995.

JOHNSON CONTROLS BATTERY GROUP, INC. HEREBY GIVES NOTICE THAT THE 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.

Together with all of Grantor's right, title and interest in the buildings and improvements located on the property, if any, and public roads and streets adjoining the property.

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 whomsoever.

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

Signed, sealed and delivered in the presence of:

JOHNSON CONTROLS BATTERY GROUP, INC., a Wisconsin Corporation

Debra A. [Signature]  
Witness

BY: [Signature]  
Jerome D. Okarma

ITS: Vice President and Secretary

Frances J. Bagley  
Notary Public  
Frances J. Bagley  
My Commission expires: 4/14/96

ATTEST: [Signature]  
John P. Kennedy

ITS: Vice President and Asst. Secretary

(CORPORATE SEAL)

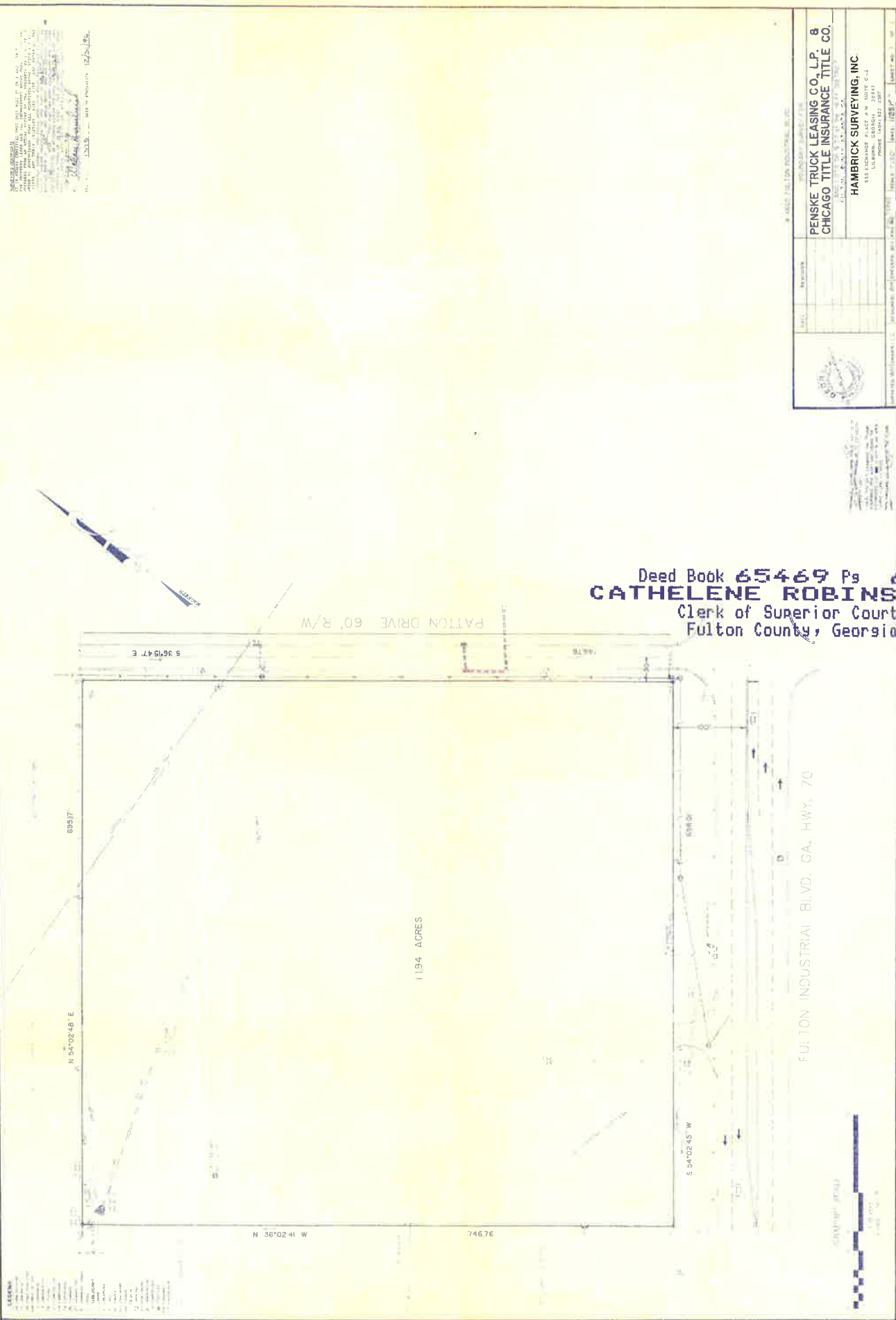


Exhibit B  
Map of Property

**STAMP  
ADDED  
TO CAPTURE  
IMAGE**

HAMBROCK SURVEYING, INC.  
 935 EXCHANGE PLACE, SUITE C-14  
 CHICAGO, ILLINOIS 60612-2007  
 TEL: 773-334-1100  
 FAX: 773-334-1101  
 www.hambrocksurveying.com

**LEGEND**  
 --- Survey Boundary  
 --- Easement  
 --- Right of Way  
 --- Utility Line  
 --- Proposed Improvement  
 --- Existing Improvement  
 --- Other



Deed Book 65469 Ps 677  
**CATHELENE ROBINSON**  
 Clerk of Superior Court  
 Fulton County, Georgia

<b>PENSKE TRUCK LEASING CO. LP</b> <b>CHICAGO TITLE INSURANCE TITLE CO.</b>	
<b>HAMBROCK SURVEYING, INC.</b> 935 EXCHANGE PLACE, SUITE C-14 CHICAGO, ILLINOIS 60612-2007 TEL: 773-334-1100 FAX: 773-334-1101 www.hambrocksurveying.com	

