

After Recording Return to:
All Rental, Inc.
Seyed Masoud Fakhrai
6045 Buford Highway
Norcross, GA 30071

CROSS-REFERENCE:

County: _____
Deed Book: _____
Page(s): _____

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and All Rental, Inc. as set forth herein.

Fee Simple Owner(s)/Grantor(s):

All Rental, Inc.
6045 Buford Highway
Norcross, GA 30071

**Grantee/Holder with the
power to enforce:**

All Rental, Inc.
6045 Buford Highway
Norcross, GA 30071

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 0.844 acres of real property located 6045 Buford Highway, Norcross, Gwinnett County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on July 6, 2006 to All Rental, Inc.; such conveyance is recorded in Deed Book 46716, Page 0420, of the Gwinnett County deed records. The Property is located in Land Lot 244 of the 6th District of Gwinnett County, Georgia.

The tax parcel of the Property is R6244 038A of Gwinnett County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is

attached as Exhibit B.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon All Rental, Inc. , and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Former Thrifty/All Rental facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King, Jr. Dr. SE,
Suite 1058 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI # 10812 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.

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- Real Property. The Property shall only be used as non-residential property as defined in Rule 391-3-19-.02(2)(i), which states that: "Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited".
- Groundwater. The use or extraction of shallow groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited.
- Periodic Reporting. Annually, but not later than January 30 beginning the first January following the effective date of this Environmental Covenant, the owner of the Property must submit a certification stating that the activity and use limitations in this Environmental Covenant are being abided by, accompanied by the site inspection checklist(s) and Annual Property

Evaluation Form using a form similar to the one attached to this Environmental Covenant as Exhibit C.

- Vapor Intrusion Exposure Pathway Evaluation and Mitigation. Evaluation of the vapor intrusion pathway as of the date of this Environmental Covenant indicates there is no current risk of vapor intrusion from identified groundwater impacts beneath the Property. Prior to any construction of an additional enclosed structure(s) or alteration to the existing enclosed structure's slab, including changes to the foundation, plumbing or utility entry points, and where such structure(s) will serve occupational users, a reevaluation of the vapor intrusion risk shall be made, and, if necessary, the provision of protective measures against such vapor intrusion, as determined necessary and appropriate by a qualified environmental professional.

Other Requirements. The Property is subject to the following additional requirements.

- **Notice of Limitations and Requirements in Future Conveyances.** Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- **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 notice shall be sent to EPD and All Rental, Inc. 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.
- **Notice of Change of Use.** If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

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

Rights of Access and Enforcement

Authorized representatives of EPD and All Rental, Inc. 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, All Rental, Inc., and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, All Rental, Inc., 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, All Rental, Inc., shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). All Rental, Inc., represents and warrants that all of the following are true and correct:

- All Rental, Inc., holds fee simple title to the Property.
- All Rental, Inc., has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of All Rental, Inc., that will alter this representation and warranty.
- The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of All Rental, Inc., nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which All Rental, Inc., is a party or by which All Rental, Inc., may be bound.
- There are no persons with existing interests other than fee simple in the Property;
- This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- At least thirty (30) days prior to presenting this Environmental Covenant to

EPD for execution, All Rental, Inc., served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1058 East Tower
Atlanta, GA 30334

With a copy to:

All Rental, Inc. 6045 Buford Highway
Norcross, GA 30071

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date


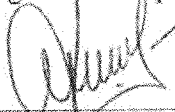
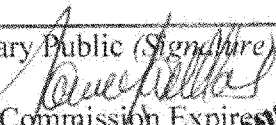
This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

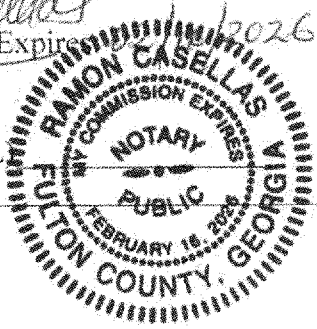
Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15th day of April, 2025

For the Grantor All Rental, Inc.

By: All Rental, Inc.
Its Manager

All Rental, Inc.

Sayed Masoud Fakhrai 	Signed in the presence of: 
	Unofficial Witness (signature) <u>Lion BALDACC</u>
	Unofficial Witness (print name)
State of Georgia County of Gwinnett This instrument was signed or attested before me this <u>15th</u> day of <u>April</u> , 2025, by <input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> Produced Identification	
Notary Public (Signature)  My Commission Expires <u>2/16/2026</u> (NOTARY SEAL)	




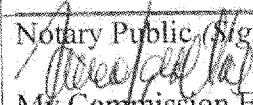


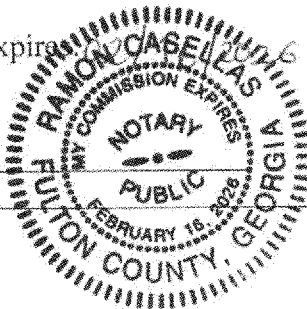
Grantee has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15th day of April, 2025

For the Grantee All Rental, Inc.

By: All Rental, Inc.
Its Manager

All Rental, Inc.

Seyed Masoud Fakhrai 	Signed in the presence of: 
	Unofficial Witness (signature) 
State of Georgia County of Gwinnett This instrument was signed or attested before me this <u>15th</u> day of <u>April</u> , 202 <u>5</u> by <input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> Produced Identification	Unofficial Witness (print name)
Notary Public (Signature)  My Commission Expires (NOTARY SEAL)	



For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this 8th day of July, 2025:

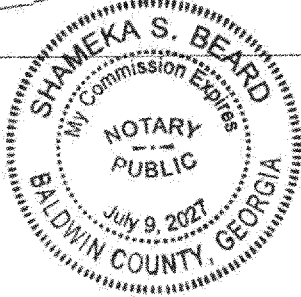
(Signature) eff <u>[Signature]</u> Director, Environmental Protection Division	Signed in the presence of: <u>[Signature]</u> Unofficial Witness (signature) <u>Dawn T. Donaldson</u> Unofficial Witness (print name)
State of Georgia County of Fulton This instrument was signed or attested before me this <u>8</u> day of <u>July</u> , 20 <u>25</u> by [Name]. <input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> Produced Identification <u>[Signature]</u> Notary Public (Signature) My Commission Expires: <u>7/9/2027</u> (NOTARY SEAL) _____	



Exhibit A
Legal Description of Property

Exhibit A

All that tract or parcel of land lying and being in Land Lot 244, 6th District, Gwinnett County, Georgia, being more particularly shown on that survey for All Rental, Inc., Piedmont Bank of Georgia and Chicago Title Insurance Company, prepared by Adam & Lee Land Surveying, Gary L. Cooper, G.R.L.S. No. 2606, dated December 14, 2004, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the northwesterly right-of-way line of Stephans Street (f/k/a Rainey Avenue, a/k/a Stephans Road and a/k/a Stevens Street) (having a 40-foot right-of-way as now located) with the northwesterly right-of-way line of Buford Highway (a/k/a U.S. Highway 23, S.R. 13) (having a 100-foot right-of-way as presently located); thence running South 63° 37' 36" West along the northwesterly right-of-way line of Buford Highway 90.40 feet to an iron pin; thence leaving said right-of-way line and running North 23° 51' 49" West 173.86 feet to an iron pin; thence running North 20° 42' 39" East 118.48 feet to an iron pin; thence running South 69° 21' 59" East 190.01 feet to an iron pin set on the northwesterly right-of-way line of Stephans Street; thence running South 14° 58' 30" West along the northwesterly right-of-way line of Stephans Street 109.98 feet to a point; thence running South 35° 17' 40" West along said northwesterly right-of-way line of Stephans Street 69.18 feet to a point located on the northwesterly right-of-way line of Buford Highway and the POINT OF BEGINNING, having improvements thereon known as 6045 Buford Highway, Norcross, Georgia, and 106 Stevens Road, Norcross, Georgia, containing .844 acres as shown on the survey referenced above.

Also, being the same property conveyed in those deeds at Deed Book 6071, Page 212 and Deed Book 17359, Page 181, Gwinnett County, Georgia records, Less and Except property conveyed for permanent easement under Condemnation Judgment recorded in Minute Book A079, Page 431, aforesaid records; and property deeded to Georgia Department of Transportation, recorded in Deed Book 5064, Page 316, aforesaid records.

EXHIBIT B
Map of the Property

3.75AC
.75AC

6244
041

6244
040

(TRACT II)
6244
039
0.470AC

(TRACT I)
6244
038A
0.33AC

STEVENS RD.

BUFORD HWY.

EXHIBIT C
Land-Use Certification Form

LAND-USE CERTIFICATION FORM

<Site Name>, HSI No. <XXXXXX>

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this property meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, attach a written explanation to this form.		
Exposure	2	Has excavation, construction, utility installation or maintenance, or similar land disturbing activities been conducted in the Two 5 Area within the last year?		
	2a	If yes to 2, was work performed using appropriate personal protective equipment (PPE)?		
	2b	Are site workers exposed directly to soils that do not meet the residential RRS at this HSRA site in excess of 250 days per year?		
	2c	If yes to 2b, are these same workers exposed to soils at this HSRA site in excess of 25 years throughout their career?		
Institutional Controls	3	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	3a	If no to 3, attach a written explanation to this form.		
Inspection	4	Date of Inspection and Name of Inspector:		
	4a	Photographs showing current land use (attached)		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print) TITLE

SIGNATURE DATE