



**SWEETNAM SCHUSTER  
SCHWARTZ**

ATLANTA   NEW YORK   MIAMI

**ATTORNEYS AT LAW**

1050 Crown Pointe Parkway, Suite 500  
Atlanta, Georgia 30338

Edwin Schwartz, Esq.  
Telephone 470-395-7842  
Mobile 678-360-3644  
Facsimile 770 234-6779  
Email [eschwartz@sweetnamlaw.com](mailto:eschwartz@sweetnamlaw.com)

September 12, 2024

**VIA ELECTRONIC MAIL AND US MAIL**

Rawda Rahman  
Georgia Environmental Protection Division  
Land Protection Branch - Response and Remediation Program  
Voluntary Remediation  
2 Martin Luther King, Jr. Drive  
Suite 1054, East Tower  
Atlanta, Georgia 30334

Re:     Suzanna's Kitchen Inc.- Recorded Environmental Covenant  
          4101 Blue Ridge Industrial Parkway, Norcross, Georgia (Property)  
          Tax Parcel # 6267 031

Dear Rawda:

As requested by the Georgia Department of Environmental Protection (GEPD) letter dated August 30, 2024, attached please find the file stamped copy of the Environmental Covenant for the above-referenced Property as recorded in the real estate records of Gwinnett County, Georgia on September 9, 2024. In accordance with O.C.G.A § 44-16-7, all appropriate persons were previously notified that the file stamped copy of the Environmental Covenant would be available after posting on the GEPD website (<https://epd.georgia.gov/uniform-environmental-covenants>) or upon request to the undersigned.

Suzanna's Kitchen Inc. very much appreciates the assistance provided by GEPD to complete this process.

Sincerely,

*Edwin Schwartz*  
Edwin Schwartz

Cc:     Kevin Seaway  
          Craig Pate

Tiana P Garner, Clerk of Superior Court  
Gwinnett County, GA

ERECORDED  
eFile Participant IDs: 4455920550,

After Recording Return to:  
Suzanna's Kitchen Inc.  
4025 Buford Highway  
Peachtree Corners, Georgia 30096-4137

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 certain activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and Suzanna's Kitchen Inc. as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Suzanna's Kitchen Inc.  
4025 Buford Highway  
Peachtree Corners, Georgia 30096-4137

**Grantee/Holder with the power to enforce:** Suzanna's Kitchen Inc.  
4025 Buford Highway  
Peachtree Corners, Georgia 30096-4137

**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

**Persons with Interests other than Fee Simple:>** As set forth on Exhibit C attached.

#### **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 10.33 acres of real property located at 4101 Blue Ridge Industrial Parkway, Norcross, Gwinnett County, Georgia 30071, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 15, 1999 to Grantor; such conveyance is recorded in Deed Book 19761, Page 00115, of the Gwinnett County deed records. The Property is located in Land Lot 267 of the 6th District of Gwinnett County, Georgia.

The Tax Parcel ID Number of the Property is R6267 031 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 Suzanna's Kitchen 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 North Berkeley Lake Road Site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, Georgia 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Notice:** This Property is a portion of a tract that has been listed on the State's Hazardous Site Inventory at HSI #10844 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 (EPD) 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:

- A. **Real Property.** The Property shall be used only for non-residential uses, as defined in Section 391-3-19-02 of the Georgia Rules for Hazardous Site Response, to the extent that such non-residential uses are permitted under (i) the Declaration of Covenants, Easements, Conditions and Restrictions for Berkeley Lake Village, recorded on May 18, 2006 in the Gwinnett County land records in Deed Book 46516, Page 337 et seq., as amended ("Declaration"), and (ii) applicable local, state and federal law. Residential uses, including day care centers, are prohibited.
- B. **Groundwater.** The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
- C. **Land Disturbance Activity.** Soil disturbance shall be performed in accordance with the Soil Management Plan, which is included as part of the Monitoring and Maintenance Plan that has been approved by EPD.
- D. **Monitoring, Maintenance, and Periodic Reporting.** The MMP for the Property shall be implemented to ensure that impacted soil poses no hazards to occupants, contractors, or

visitors of the Property. Monitoring, maintenance, and reporting shall be conducted in accordance with the MMP.

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

- A. 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).
- B. 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 Suzanna's Kitchen 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.
- C. 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 Suzanna's Kitchen 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, Suzanna's Kitchen 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, Suzanna's Kitchen 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, Suzanna's Kitchen 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).** Suzanna's Kitchen Inc. represents and warrants that all of the following are true and correct, except as disclosed on the Disclosures to this Environmental Covenant attached hereto at Exhibit C:

- A. Suzanna's Kitchen Inc. holds fee simple title to the Property.
- B. Suzanna's Kitchen 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 Suzanna's Kitchen Inc. that will alter this representation and warranty.
- C. 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 Suzanna's Kitchen Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Suzanna's Kitchen Inc. is a party or by which Suzanna's Kitchen Inc. may be bound.
- D. Suzanna's Kitchen Inc. 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, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Suzanna's Kitchen 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 1054 East Tower  
Atlanta, GA 30334

With a copy to:

Suzanna's Kitchen Inc.  
4025 Buford Highway  
Peachtree Corners, Georgia 30096-4137

### **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).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Grantor

Suzanna's Kitchen Inc.

(Signature)

Signed in the presence of:

Craig Pate  
Chief Financial Officer

Peter S. Pate  
Unofficial Witness (signature)

Paula Mann  
Unofficial Witness (print name)

State of Georgia  
County of Gwinnett

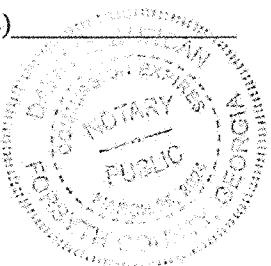
This instrument was signed or attested before  
me this 1<sup>st</sup> day of March, 2024, by:

Personally Known  
 Produced Identification

Naomi M. Mann  
Notary Public (Signature)

My Commission Expires: 3/25/2024

(NOTARY SEAL)



Grantee

Suzanna's Kitchen Inc.



(Signature)

Signed in the presence of:

Craig Pate  
Chief Financial Officer

  
Unofficial Witness (signature)  
Unofficial Witness (print name)

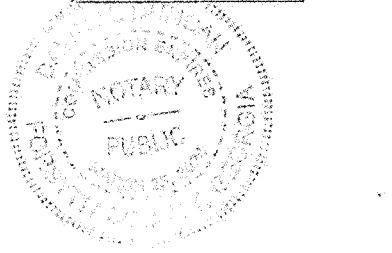
State of Georgia  
County of Gwinnett

This instrument was signed or attested before  
me this 7<sup>th</sup> day of March, 2024, by:

Personally Known  
 Produced Identification

  
Notary Public (Signature)

My Commission Expires: 3/25/2024

(NOTARY SEAL) 

Environmental Protection Division, Department of Natural Resources, State of Georgia

Jeffrey W. Cown  
(Signature)

Signed in the presence of:

Jeff Cown  
Director, Environmental Protection Division

Unofficial Witness (signature)

of

Wm Fennell

Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 30 day of August, 2024 by:

Personally Known  
 Produced Identification

Notary Public (Signature)

My Commission Expires: 7/9/2027

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



Exhibit A  
Legal Description of Property

19761  
8122

BK 19761 PG 0122

Exhibit A  
Legal Description

All that tract or parcel of land lying and being in Land Lot 267 of the 6th District of Gwinnett County, Georgia, being more particularly described as follows:

Commence at a right-of-way monument found at the intersection of the easterly right-of-way of Peachtree Industrial Boulevard (right-of-way varies) with the Land Lot line dividing Land Lots 267 and 290; thence south 1° 29' 30" west 251.95 feet along the right-of-way of Peachtree Industrial Boulevard to an iron pin set marking the TRUE POINT OF BEGINNING; thence north 59° 36' 49" east 375.53 feet to a one-half inch rebar found; thence south 30° 27' 33" east 1008.49 feet to a 1/2 inch rebar found; thence south 30° 56' 19" east 5.08 feet to a 3/4 inch rebar found; thence south 48° 51' 54" east 325.10 feet to a 3/4 inch rebar found on the right-of-way of Blue Ridge Parkway (80 foot right-of-way); thence south 59° 09' 00" west along the right-of-way of Blue Ridge Parkway 17.00 feet to an iron pin set; thence north 51° 12' 15" west 118.16 feet to an iron pin set; thence north 52° 24' 15" west 218.96 feet to an iron pin set; thence south 59° 32' 15" west 329.32 feet to an iron pin set; thence south 30° 27' 45" east 202.67 feet to an iron pin set; thence south 40° 25' 30" east 115.61 feet to an iron pin set on the right-of-way of Blue Ridge Parkway; thence south 59° 09' 00" west along the right-of-way of Blue Ridge Parkway 60.00 feet to an iron pin set; thence north 30° 28' 23" west 1020.78 feet to a 1/2 inch rebar found; thence north 78° 26' 57" west 180.23 feet to an iron pin set on the right-of-way of Peachtree Industrial Boulevard; thence north 11° 29' 30" east along the right-of-way of Peachtree Industrial Boulevard 248.21 feet to an iron pin set marking the TRUE POINT OF BEGINNING.

The foregoing property is described in accordance with a survey prepared by Post Buckley Schuh & Jernigan dated 11/10/99, bearing the certification of Timothy J. Slaton, Georgia Registered Land Surveyor No. 2405. Said parcel contains 10.342 acres, according to said survey.

TOGETHER WITH those easement rights reserved under that certain Limited Warranty Deed from Morprop Incorporated to National Steel Service Center, Inc., a New Jersey corporation, dated March 19, 1980, filed for record March 19, 1980, at 4:44 p.m., recorded in Deed Book 1916, Page 146, Records of Gwinnett County, Georgia; as corrected by that certain Corrective Limited Warranty Deed from Morprop Incorporated to National Steel Service Center, Inc., a New Jersey corporation, dated January 27, 1981, filed for record January 30, 1981, at 3:00 p.m., recorded in Deed Book 2109, Page 120, aforesaid records.

ALSO TOGETHER WITH those easement rights reserved under that certain Limited Warranty Deed from Morprop Incorporated to Phillip D. Daniels and Donald H. Hug, dated December 18, 1980, filed for record December 18, 1980, at 1:54 p.m., recorded in Deed Book 2087, Page 124, aforesaid records.

ALSO TOGETHER WITH those easement rights reserved under that certain Limited Warranty Deed from Morprop Incorporated, a Delaware corporation, to Interstate Distributors, Inc., a Georgia corporation, dated December 4, 1981, filed for record December 7, 1981, at 10:18 a.m., recorded in Deed Book 2294, Page 207, aforesaid records.

ALSO TOGETHER WITH those easement rights arising under that certain Limited Warranty Deed from Interstate Distributors, Inc., a Georgia corporation, to IDI Acquisition Corp., a Georgia corporation, dated August 1, 1989, filed for record August 14, 1989, at 4:55 p.m., recorded in Deed Book 5611, Page 239, aforesaid records.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibit B  
Map of Property

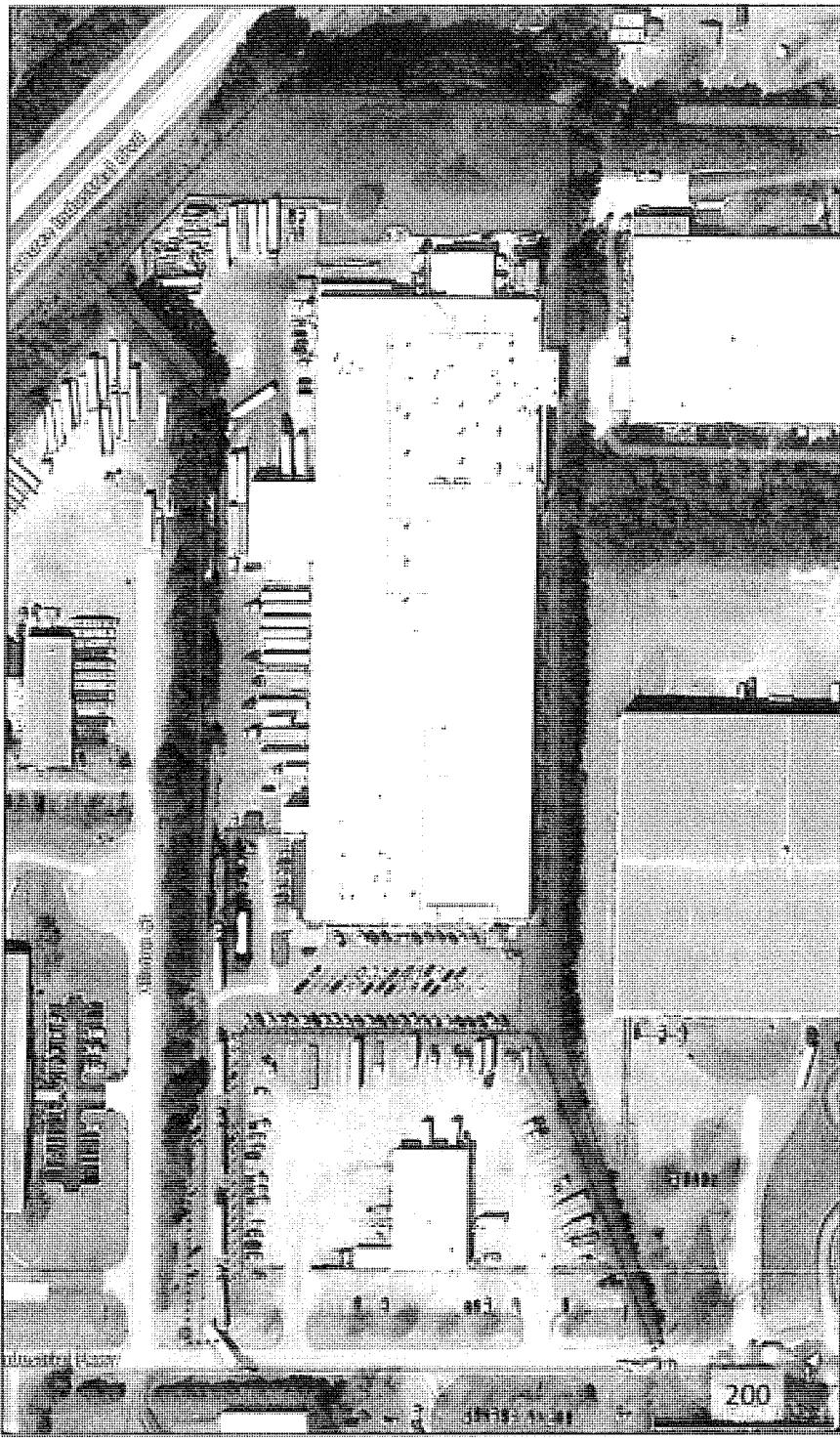


Exhibit C  
Disclosures

THE FOLLOWING DISCLOSURES ARE MADE WITH REGARD TO THIS COVENANT:

REGARDING THE CLAUSE TITLED “REPRESENTATIONS AND WARRANTIES BY GRANTOR(S).”

- a. The first grammatical paragraph reads as follows: “Suzanna's Kitchen, Inc. represents and warrants that all of the following are true and correct except as disclosed on the Disclosures to this Environmental Covenant attached hereto at Exhibit C: (Emphasis added).
- b. Paragraph D of this Clause provides as follows: “Suzanna's Kitchen, Inc. 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.”
- c. In reliance on a title report from Precision Title & Escrow, LLC dated June 23, 2023, and as its source of information and in dependence on that source without additional inquiry, Suzanna's Kitchen, Inc, has, to the best of its knowledge and belief, identified the persons with an existing interest, other than fee simple interest in the Property, and has determined the type and status of their interest. There are no interests where the type and status make it necessary to obtain any signatures on this Environmental Covenant nor the subordination of any interest. Those persons with an existing interest, other than fee simple interest in the Property are as follows:
  - i. There is a Deed to Secure Debt, Assignment and Security Agreement in favor of Wachovia Bank, N.A., dated April 1, 2001.
  - ii. There are nonexclusive permits and easement in favor of various utility companies. In addition, there are easements in favor of adjacent property owners for storm water and sanitary sewer lines and access to a rail line located on the property of Suzanna's Kitchen. There is also an unrecorded agreement with Southern Railway Company regarding the rail line. A detailed list is found on Exhibit C-1. IN THAT THE INGRESS AND EGRESS RIGHTS ARE NONEXCLUSIVE, ACCESS BY EPD AND SUZANNA'S KITCHEN, INC. AND THEIR REPRESENTATIVES

WILL NOT VIOLATE THESE RIGHTS NOR IMPEDE ACCESS,  
INGRESS AND EGRESS BY EPD AND SUZANNA'S KITCHEN, INC.

Exhibit C-1

1. Clearance Permit from W.R. Davis to Southern Bell Telephone and Telegraph Company, Incorporated, dated May 20, 1943, filed for record August 4, 1943 at 8:00 a.m., recorded in Deed Book 75, Page 68, Records of Gwinnett County, Georgia.
2. Clearance Permit from W.R. Davis to Southern Bell Telephone and Telegraph Company, Incorporated, dated May 20, 1943, filed for record August 4, 1943 at 8:00 a.m., recorded in Deed Book 75, Page 69, aforesaid records.
3. Right-of-Way Easement from J.U. Rolands to Georgia Power Company, dated May 12, 1948, filed for record June 8, 1948 at 8:00 a.m., recorded in Deed Book 84, Page 425, aforesaid records.
4. Easement from W.C. McKerley to Georgia Power Company, dated December 16, 1940, filed for record April 3, 1941, recorded in Deed Book 69, Page 609, aforesaid records.
5. Easement from C.N. McGee to Georgia Power Company, dated December 16, 1940, filed for record April 3, 1941, recorded in Deed Book 69, Page 609, aforesaid records.
6. Easement from C.N. McGee to Georgia Power Company, dated February 21, 1947, filed for record May 12, 1947, recorded in Deed Book 83, Page 525, aforesaid records.
7. Easement from C.N. McGee to Georgia Power Company, dated September 1, 1961, filed for record September 16, 1961 at 9:00 a.m., recorded in Deed Book 171, Page 537, aforesaid records.
8. Unrecorded Agreement by and between Southern Railway Company and Morprop Incorporated, dated June 15, 1981 but effective as of October 19, 1979.
9. Easement, and Covenants, Conditions and Restrictions as contained in that certain Limited Warranty Deed from Interstate Distributors, Inc., a Georgia corporation, to Ryder Truck Rental, Inc., a Florida corporation, dated effective as of August 20, 1982, filed for record August 27, 1982 at 11:58 a.m., recorded in Deed Book 2439, Page 49, aforesaid records; with that certain Consent to Easement by Trust Company Bank, dated October 7, 1982, filed for record January 12, 1983 at 4:20 p.m., recorded in Deed Book 2491, Page 617, aforesaid records.
10. Storm Water Drainage and Easement and Maintenance Agreement by and between Berkeley Lake Partners, LLC, a Delaware limited liability company, and Blue Ridge North Owners Association, Inc., a Georgia non-profit corporation, dated July 11, 2006, filed for record August 25, 2006 at 11:00 a.m., recorded in Deed Book 46939, Page 26, aforesaid records.
11. Underground Easement dated August 20, 2007, from Suzanna's Kitchen, Inc. to Georgia Power Company, filed for record September 13, 2007 at 2:00 p.m., recorded in Deed Book 48269, Page 448, aforesaid records.