

Tax Parcel ID 12 1902-0412-061-6

After Recording Return to:
Hallman & Wingate, LLC (Attn: KPS)
166 Anderson Street, S.E.
Suite 210
Marietta, Georgia 30060

CROSS-REFERENCE:
County: Fulton
Deed Book: 58296
Page(s): 657

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 Richard E. Bowen as set forth herein.

Fee Simple Owner(s)/Grantor(s): ZW Roswell, LLC
c/o Van Westmoreland
6400 Powers Ferry Road, N.W.
Suite 320
Atlanta, GA 30039

Grantee/Holder with the power to enforce: Richard E. Bowen
811 Serramonte Drive
Marietta, Georgia 30068

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division
Environmental Protection Division
Address of Director's Office:
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 0.6565 acres of real property located at 1013 Norcross Street, Roswell, Fulton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 20, 2017 to ZW Roswell, LLC; such conveyance is recorded in Deed Book 58296, Page 657, of the Fulton County deed records. The Property is located in Land Lot 4112 of the 1st District of Fulton County, Georgia.

The tax parcel(s) of the Property is 12 1902-0412-061-6 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.

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 ZW Roswell, LLC, Richard E. Bowen, 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 Roswell Cleaners facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
 Land Protection Branch
 Response and Remediation Program
 2 Martin Luther King, Jr. Drive S.E.
 Suite 1054 East Tower
 Atlanta, Georgia 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 #10883 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:

- A. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. 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.
- B. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.
- C. Groundwater.
- D. Interference with Remedy.

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 Richard E. Bowen. 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 Richard E. Bowen 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, Richard E. Bowen, 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, ZW Roswell, LLC 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, ZW Roswell, LLC 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). ZW Roswell, LLC represents and warrants that all of the following are true and correct:

- A. ZW Roswell, LLC holds fee simple title to the Property.
- B. ZW Roswell, LLC 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 ZW Roswell, LLC 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 ZW Roswell, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which ZW Roswell, LLC is a party or by which ZW Roswell, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.

- 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, ZW Roswell, LLC 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:

Richard E. Bowen
811 Serramonte Drive
Marietta, Georgia 30068

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).

[continued on following page]

GRANTOR:

ZW ROSWELL, LLC

By: [Signature]
Van Westmoreland, Manager

Signed in the presence of:

[Signature]
Unofficial Witness [signature]

F. EDWIN HALLMAN
Unofficial Witness [print name]

State of Georgia
County of Cobb

This instrument was signed or attested before me this 1st day of March, 2022 by Van Westmoreland.

Personally known
 Produced identification

[Signature]
Notary Public [affix seal and expiration date]



GRANTEE/HOLDER:

[Signature]
Richard E. Bowen

Signed in the presence of:

[Signature]
Unofficial Witness [signature]

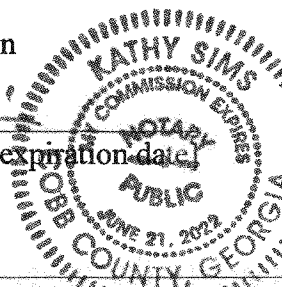
RICHARD WINGATE
Unofficial Witness [print name]

State of Georgia
County of COBB

This instrument was signed or attested before me this 31 day of JANUARY, 2022 by Richard E. Bowen.

Personally known
 Produced identification

[Signature]
Notary Public [affix seal and expiration date]



**ENVIRONMENTAL PROTECTION DIVISION
DEPARTMENT OF NATURAL RESOURCES
STATE OF GEORGIA**

By: [Signature]
Richard E. Dunn, Director

Signed in the presence of:
[Signature]
Unofficial Witness [signature]
LATISHA FERRELL
Unofficial Witness [print name]

State of Georgia
County of WALTON

This instrument was signed or attested before me this 3rd day of October, 2022 by
Richard Dunn

Personally known
 Produced identification
[Signature]
Notary Public [affix seal and expiration date]



Exhibit A
Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 412, 1st District, 2nd Section, within the City of Roswell, Fulton County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning, commence at a point on the northerly side of Norcross Street, having a 40 foot right-of-way, said point being located 344.6 feet East, as measured along the northerly side of Norcross Street from the intersection thereof with Alpharetta Street, having a 80 foot right-of-way; running thence North 7 degrees 20 minutes East 192.3 feet to an iron pin found and THE TRUE POINT OF BEGINNING; running thence North 7 degrees 20 minutes East along property now or formerly owned by J.E. Wright 211.9 feet to an iron pin found; running thence South 88 degrees 51 minutes East 100.0 feet to an iron pin found; running thence South 0 degree 29 minutes East along property now or formerly owned by Joseph E. Mansell 220.0 feet to an iron pin set; running thence North 84 degrees 49 minutes West along property now or formerly owned by Carter S. Rose, Jr. and Leo M. Mack, Jr., 129.8 feet to an iron pin found and the Point of Beginning according to survey for Richard E. Bowen by Bates-Long & Associates, R.L.S., dated June 27, 1978.

TOGETHER WITH easement rights contained in Easement from Asa G. Candler, V and Robert S. Griffith to T.T. Wright, dated April 4, 1966, filed April 6, 1966, recorded Deed Book 4576, Page 31, aforesaid records.

TOGETHER WITH easement rights contained in Easement from Green Lawn Cemetery Corp. to T.T. Wright, dated August 26, 1966, filed September 14, 1966, recorded in Deed Book 4639, Page 161, aforesaid records.

Exhibit B
Map of Property

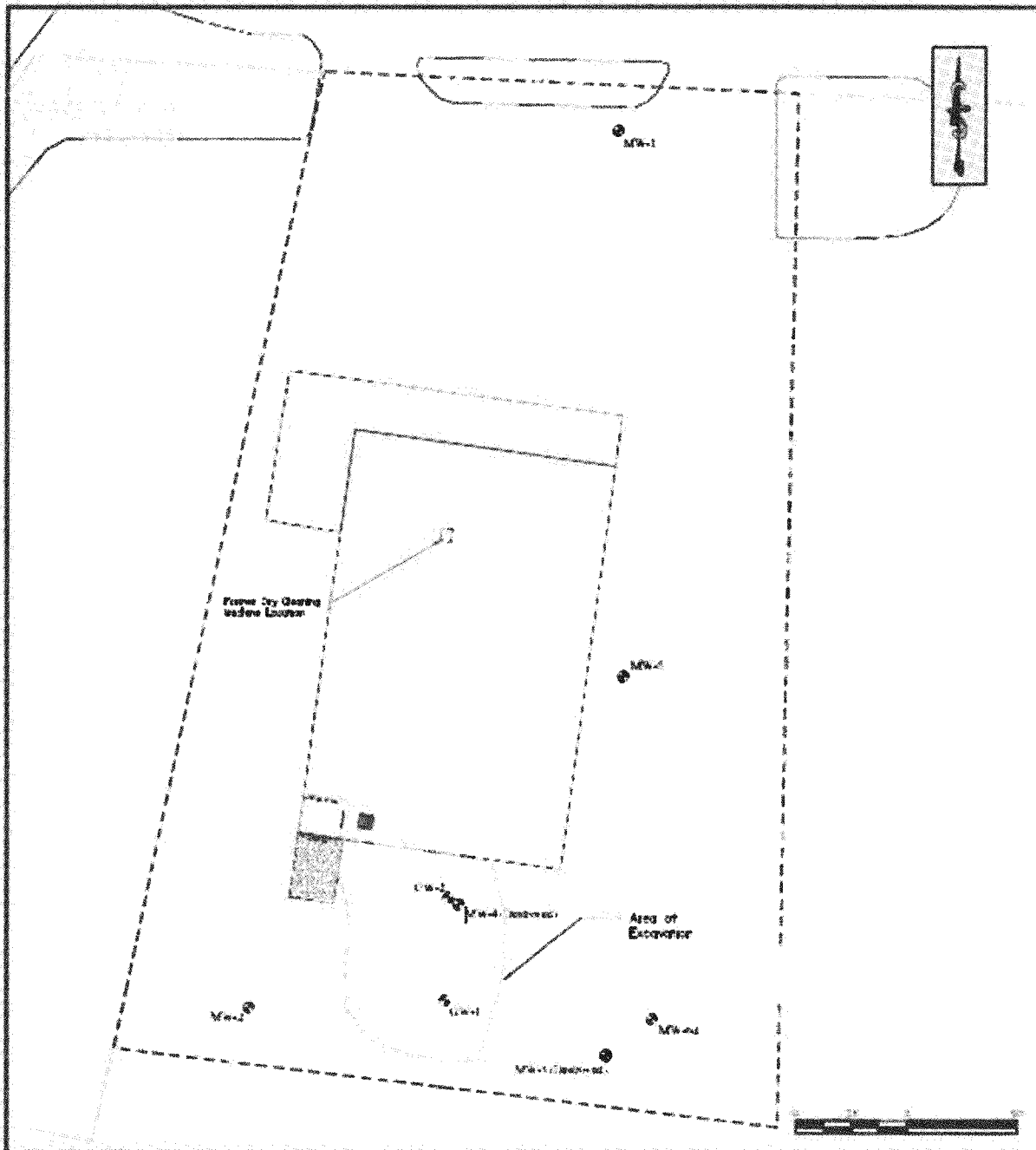



FIGURE 2: SITE PLAN MAP

 <p>CONTOUR ENVIRONMENTAL, LLC <small>AN ENVIRONMENTAL CONSULTING AND ENGINEERING FIRM</small></p>	LEGEND	<p>PROJECT Compliance Status Report Addendum Roswell Cleaners +/- 0.6565 Acres 1013 Alpharetta Street Roswell, Fulton County, Georgia Project No.: CE21HAW:01</p>
	<p>--- Property Boundary</p> <p>⊙ Groundwater Monitoring Well Sampled on May 21, 2020</p> <p>⊙ Groundwater Sample Collected on February 8, 2019</p>	