

After Recording Return to:
QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, OK 74134

CROSS-REFERENCED TO: Garner, Clerk of Superior Court
County: Gwinnett County, GA
Deed Book: ERECORDED
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 activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and QuikTrip Corporation as set forth herein.

Fee Simple Owner/Grantor: QuikTrip Corporation
4705 South 129th East Avenue
Tulsa, OK 74134

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 1.908 acres of real property located at 2040 Beaver Ruin Road, Norcross, Gwinnett County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on October 14, 2016, to QuikTrip Corporation; such conveyance is recorded in Deed Book 54669, Page 0175, of the Gwinnett County deed records. It is 1.908 acres of non-residential property located in Land Lot 212 of the 6th District of Gwinnett County, Georgia.

The tax parcel of the Property is tax parcel ID number 067-2016-028475 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 QuikTrip Corporation, 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 Property designated

as Georgia Voluntary Remediation Program Site No. 1314972618. Records pertaining to this corrective action are available at the following EPD location:

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

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 Rules as of the date of this Environmental Covenant.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

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. 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 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 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, QuikTrip Corporation 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, QuikTrip 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. QuikTrip Corporation represents and warrants that all of the following are true and correct:

- A. QuikTrip Corporation holds fee simple title to the Property.
- B. QuikTrip Corporation 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 QuikTrip Corporation 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 QuikTrip Corporation nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which QuikTrip Corporation is a party or by which QuikTrip Corporation 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.

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.

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).

Signed, sealed, and delivered in the presence of:

Kyla Rudd

Unofficial Witness (Signature)

Kyla Rudd

Unofficial Witness Name (Print)

4705 S 129th E. Ave.

Tulsa, OK 74134

Unofficial Witness Address (Print)

Erin Snedden

Notary Public (Signature)

My Commission Expires: *09-03-25*

For the Grantor:

QuikTrip Corporation

Name of Grantor (Print)

Margaret Fehn

Grantor's Authorized Representative (Signature)

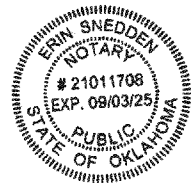
Margaret Fehn

Authorized Representative Name (Print)

Environmental Project Manager II

Title of Authorized Representative (Print)

Dated: *10/17/2024*
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Katie R Bloomfield

Unofficial Witness (Signature)

Katie R Bloomfield

Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

Dawn T. Donaldson

Notary Public (Signature)

My Commission Expires: *11/05/2029*

**For the State of Georgia
Environmental Protection Division:**

Jeff W. Cown
(Signature)

Jeff Cown
Director

Dated: *02/04/2026*
(NOTARY SEAL)

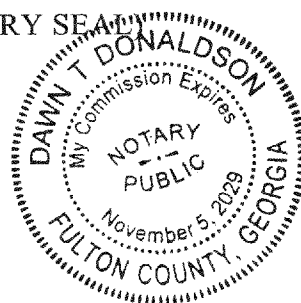


Exhibit A
Legal Description

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 212 of the 6th District of Gwinnett County, Georgia, containing 1.908 acres and being more particularly described as follows:

BEGINNING at an iron pin at the intersection of the northerly right-of-way line of Beaver Ruin Road (right-of-way varies) with the right-of-way flair from Beaver Ruin Road and the easterly line of a 100 foot right-of-way of Indian Trail - Lilburn Road; thence along said right-of-way flair North 34 degrees 45 minutes 22 seconds West a distance of 71.26 feet to an iron pin on the easterly line of a 100 foot right-of-way of Indian Trail - Lilburn Road; thence along said right-of-way line North 08 degrees 49 minutes 42 seconds East a distance of 32.57 feet to an iron pin; thence continuing along said right-of-way line along the arc of a curve to the right a distance of 100.66 feet (chord bearing North 15 degrees 10 minutes 59 seconds East, chord distance 100.42 feet, radius 425.00 feet) to an iron pin; thence leaving said right-of-way line of Indian Trail - Lilburn Road North 85 degrees 38 minutes 33 seconds East a distance of 376.93 feet to an iron pin; thence South 10 degrees 27 minutes 42 seconds East a distance of 210.31 feet to an iron pin on the northerly right-of-way line of Beaver Ruin Road; thence along said right-of-way line of Beaver Ruin Road along the arc of a curve to the right a distance of 25.25 feet (chord bearing South 80 degrees 16 minutes 15 seconds West, chord distance 25.25 feet, radius 1,566.24 feet) to an iron pin; thence continuing along said right-of-way line North 09 degrees 16 minutes 02 seconds West a distance of 10.00 feet to an iron pin; thence continuing along said right-of-way line along the arc of a curve to the right a distance of 379.45 feet (chord bearing South 87 degrees 43 minutes 04 seconds West, chord distance 378.51 feet, radius 1,566.24 feet) to an iron pin and the POINT OF BEGINNING.

As shown on that certain survey entitled "Updated ALTA/ACSM Land Title Survey For: Branch Banking and Trust Company, Indian Trail Retail Associates L.P. and First American Title Insurance Company, prepared by H.E. Harper, Land Surveyor, bearing the seal and certification of Michael J. Barger, G.R.L.S. No. 2958, dated July 28, 1997, last revised April 9, 2008.

