



ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

JUL 08 2025

VIA UPS

JT Family Group, Inc./Atlanta Natural Stone
c/o Mr. Juan Trujillo, President
4171 Winters Chapel Road
Doraville, Georgia 30360

Re: Executed Uniform Environmental Covenant
5888 New Peachtree Road Property
5888 New Peachtree Road
Doraville, Dekalb County, Georgia
Tax Parcel ID#: 1831005015 & 1831005016

Dear Mr. Trujillo:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant submitted for the above-referenced property. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of DeKalb County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8.

Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. The submittal should include a certification that a file-stamped copy has been sent to each of the parties identified in O.C.G.A. 44-16-7. If you have any questions, please contact Madison Hobgood at (470) 681-0190, or via email at madison.hobgood@dnr.ga.gov.

Sincerely,


Jeffrey W. Cown
Director

Encl: Fully Executed Uniform Environmental Covenant – Tax Parcel ID # 1831005015 & 1831005016

File: 218-0629 (VRP)

After Recording Return to:
JT Family Group Inc.
Juan Trujillo

4171 Winters Chapel Road
Doraville, Georgia 30360

CROSS-REFERENCE:
County: Dekalb
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 JT Family Group Inc. as set forth herein.

Fee Simple Owner(s)/Grantor(s): JT Family Group Inc.
4171 Winters Chapel Road
Doraville, Georgia 30360

**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:** THE PIEDMONT BANK
5070 Peachtree Blvd., Suite B-110
Chamblee, GA 30341

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 2.56 acres of real property located at 5888 New Peachtree Road, Doraville, Dekalb County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 26, 2020 to JT Family Group Inc.; such conveyance is recorded in Deed Book 28421, Page 261, of the Dekalb County deed records. The Property is comprised of Tax Parcels 18 310 05 015 and 016 of the 18th District of Dekalb County, Georgia.

The tax parcel(s) of the Property are 18 310 05 015 & 18 310 05 016 of Dekalb County, Georgia.

A legal description of the Property is attached as Exhibit A. A survey 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 JT Family Group 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 an environmental response performed and/or being performed at the 5888 New Peachtree Road property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection/Voluntary Remediation Program
2 Martin Luther King Jr. Drive, SE
Suite 1456 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. 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.
- B. Evaluation of Vapor Intrusion. Additional assessment for EPD submittal and approval of the vapor intrusion exposure pathway shall be conducted and the need for engineering controls and/or preconstruction mitigation to address potential vapor intrusion risk shall be evaluated once future land use changes are finalized and on-site development completed in areas of the property overlying areas of groundwater contamination.

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 EPD and JT Family Group, 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.
- D. Termination or Modification: The Environmental Covenant shall remain in full force and effect, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 et seq.

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/Compliance

Grantor(s) shall provide reasonable access to authorized representatives of EPD and to verify compliance with the terms of this Environmental Covenant.

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, JT Family Group 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, JT Family Group 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).

Grantor(s) represents and warrants that all of the following are true and correct:

- A. JT Family Group Inc. holds fee simple title to the Property.
- B. JT Family Group 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 JT Family Group 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 JT Family Group Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which JT Family Group Inc. is a party or by which JT Family Group Inc. may be bound.
- D. JT Family Group 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. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served 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

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

 02-05-2025
Juan Trujillo President Date

JT Family Group Inc.

Signed in the presence of:


Unofficial Witness (*signature*)

Anna Martin
Unofficial Witness (*print name*)





For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 5th day of July, 2025 :

[Signature]
(Signature)

Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Dawn T. Donaldson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 8 day of July, 2025, by

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)
My Commission Expires: 7/9/2027



(NOTARY SEAL) _____

Exhibit A Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 310 of the 18th District, DeKalb County, Georgia, being part of Lots 22 and 23 of the S.H. Braswell Estate Subdivision as shown on plat of survey recorded in Plat Book 8, Page 111, DeKalb County Records, and being more particularly described as follows:

Beginning at a point marked by an iron pin on the northwesterly side of the right-of-way of New Peachtree Road, said Road having a 60-foot right-of-way, a distance of 732.7 feet northeasterly, as measured along the northwesterly side of said 60-foot right-of-way, from the intersection of said 60-foot right-of-way and the Original Camp Gordon Lot line; running thence North 32 degrees 20 minutes 06 seconds East 200.00 feet to an iron pin found; running thence North 57 degrees 57 minutes 20 seconds West 200.00 feet to an iron pin found; running thence South 32 degrees 20 minutes 04 seconds West 200.25 feet to an iron pin found; running thence South 58 degrees 01 minutes 36 seconds East 200.00 feet to an iron pin found and the point of beginning, being .9188 acres according to a plat of survey for Mary McConnell by Woolley & Associates, Inc. dated March 14, 1983.

and

All that tract or parcel of land lying and being in Land Lot 310 of the 18th District, DeKalb County, Georgia, being part of Lots 22 and 23 of the S.H. Braswell Estate Subdivision as shown on plat of survey recorded in Plat Book 8, Page 11, DeKalb County Records and being more particularly described as being 1.6498 acres according to a plat of survey for Mary McConnell by Woolley & Associates, Inc. dated March 14, 1983 and being more particularly described as follows:

BEGINNING at a point marked by an iron pin on the northwesterly side of the right-of-way of New Peachtree Road, said Road having a 60-foot right-of-way, a distance of 732.7 feet northeasterly, as measured along the northwesterly side of said 60-foot right-of-way (from the intersection of said northwesterly right-of-way and the Original Camp Gordon Lot line) and running thence North 58 degrees 01 minutes 36 seconds West 200.00 feet to an iron pin found and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, running thence North 58 degrees 01 minutes 36 seconds West 382.03 feet to an iron pin found; running thence North 45 degrees 30 minutes 54 seconds East 205.4 feet to a concrete monument found; from said concrete monument, running thence South 57 degrees 57 minutes 20 seconds East 334.96 feet to an iron pin found; running thence South 32 degrees 20 minutes 04 seconds West 200.25 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Less and except:

A permanent serial easement for all purposes necessary or incidental to Metropolitan Atlanta Rapid Transit Authority's construction, maintenance or operation of a rapid transit system and for any other use reasonably related thereto over the following described property above the elevation of 1,070.00 feet. The term "elevation" shall mean the elevation above the United States Coast and Geodetic Survey, 1929 Adjusted Mean Sea Level.

ALL THAT TRACT or parcel of land lying and being in Land Lot 310 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at an iron pin located on the northwesterly right-of-way line of New Peachtree Road, at Coordinates N2,418,465.175 and E1,464,847.497, 1927 Georgia Transverse Mercator Grid System, West Zone, adjusted in 1974 for Metropolitan Atlanta Rapid Transit Authority (further adjusted in 1986), as set forth in Plat Book 64, Pages 72-95, inclusive, DeKalb County, Georgia Records, said point also being located at the southeast corner of property now or formerly owned by Georgia Power Company; thence running northwesterly along the southwesterly line of said Georgia Power Company property, 522.95 feet to the TRUE POINT OF BEGINNING; thence running south 51°51'41" west, 63.49 feet to a point; thence southwesterly along the arc of a curve to the left (said curve having a radius of 10,667.20 feet and a chord distance of 82.67 feet on a bearing of south 51°38'22" west), 82.67 feet to a point; thence southwesterly along the arc of a curve to the left (said curve having a radius of 7,987.09 feet and a chord distance of 61.65 feet on a bearing of south 51°11'47" west), 61.65 feet to a point; thence southwesterly along the arc of a curve to the left (said curve having a radius of 7,987.00 feet and a chord distance of 60.31 feet on a bearing of south 50°45'32" west), 60.31 feet to a point located on the easterly line of property now or formerly owned by Seaboard Oil Company; thence northerly along the easterly line of Seaboard Oil Company property, 2.05 feet to a point located on the southeasterly right-of-way line of Southern Railway Company; thence northeasterly along the southeasterly railroad right-of-way line, 264.11 feet to a point located at the northwest corner of property now or formerly owned by Georgia Power Company; thence southeasterly along the southwesterly line of said Georgia Power Company, 10.41 feet to the TRUE POINT OF BEGINNING.

Exhibit B Survey of Property

