

(Above Space Reserved for Recording)

After Recording Return to:

Scott E. Hitch, Esq.
Burr & Forman LLP
171 17th Street NW, Suite 1100
Atlanta, Georgia 30363
404.685.4260

CROSS-REFERENCE:

Deed Book 15562, Page 660,
DeKalb County Records.

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.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with O.C.G.A § 44-16-8(a).

Fee Owner of Property/Grantor:

The Trust of John F. Rowan, Sr.
Mrs. Catherine Norris, Representative
PO Box 197
Carmel Valley, CA 93924

Grantee/Holder:

The Trust of John F. Rowan, Sr.
Mrs. Catherine Norris, Representative
PO Box 197
Carmel Valley, CA 93924

**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

Parties with interest in the Property:

None

Property:

The property subject to this Environmental Covenant is the Fashion Care/Executive Care Tract (hereinafter "Property"), located at 2211 Savoy Drive in Chamblee, DeKalb County, Georgia. This tract of land was conveyed on November 7, 2003 from Business Associates, Inc., a Georgia Corporation to John F. Rowan recorded in Deed Book 15562, Page 660, DeKalb County Records. The area is located in Land Lot 343 of the 18th District of DeKalb County, Georgia. The property currently (2014) consists of approximately 0.61 acres of property developed with a single, one-story building that contains a drycleaner on the west side and restaurant space on the east side. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

18-343-13-002 of DeKalb County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- Georgia Environmental Protection Division (EPD) Voluntary Remediation Program (VRP) Application/Corrective Action Plan (CAP) for the Fashion Care/Executive Care Site, HSI #10786, July 9, 2010.
- Point of Compliance Monitoring Plan, as Approved by EPD

These documents are available at the following locations:

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

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory 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.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by the Trust of John F. Rowan, Sr., its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of tetrachloroethene (PCE) occurred on the Property. PCE, trichloroethene, trans-1,2-dichloroethene, cis-1,2-dichloroethene, vinyl chloride and 1,1-Dichloroethene have been detected in groundwater beneath the Property. PCE, trichloroethene, trans-1,2-dichloroethene, cis-1,2-dichloroethene and vinyl chloride have been detected in soil beneath the Property. These chemicals are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules",

respectively). The Corrective Action associated with these regulated substances on the Property consists of engineering and institutional controls to protect human health and the environment. The institutional controls consist of no use of groundwater on the Property, and utility and construction worker protection requirements regarding impacted soil and groundwater in designated areas of the property. Engineering controls required for the Property include (1) maintenance of the concrete/asphalt cover over impacted soil and (2) implementation and maintenance of vapor mitigation measures for any existing enclosed structures on the Property and any future enclosed structures that may be constructed on the Property within the area indicated on attached Figures 1 and 2. These controls shall remain in effect until the EPD deems the regulated substances above are in compliance with HSRA Risk Reduction Standards (RRS) and/or EPD vapor risk thresholds commensurate with the use of the Property. Accordingly, this Environmental Covenant imposes such limitations upon the use of the Property.

Grantor, the Trust of John F. Rowan, Sr. (hereinafter "Trust"), hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Trust and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from excising any authority under applicable law.

The Trust makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of the Holder, EPD, Trust and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, the Holder or its successors and assigns, the Trust or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. **Registry.** Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. **Notice.** The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any subsurface site work in the environmentally impacted areas shown on Figures 1 and 2 that would affect the Property.

3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. The Owner shall inspect the property and applicable property instruments at *least annually* to ensure compliance with this document. Annually, by no later than December 31st following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Point of Compliance Monitoring Plan including: groundwater detection-monitoring report results, maintenance and inspection activities, certification of non-residential use of the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. Groundwater detection-monitoring requirements may be discontinued in the future by approval of the EPD in accordance with the VRP requirements for the Property; however, the annual Site Use, Activity and Monitoring Form (Exhibit C) shall be completed and submitted to the EPD as long as the UEC is in effect.

In addition, the annual Site Use, Activity and Monitoring Form shall include the results of a visual inspection of the adjacent Tax Parcel No. 18-333-02-023 for indications of the development or potential development of enclosed structures in the area of groundwater impacts associated with the release of drycleaner impacts from the Property. Should the visual inspection conclude the impacted area of parcel 18-333-02-023 may be developed with an enclosed structure(s) the holder of this UEC shall assess the potential for vapor intrusion with tools/methods approved by the Georgia EPD. Should it be concluded through these tools/methods that the potential risk is above then current Georgia EPD regulatory guidance/thresholds, the owner of the Property shall approach the owner of parcel 18-333-02-023 to mitigate the risk.

5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the DeKalb County's zoning regulations as of the date of this Environmental Covenant. Any residential use of the Property shall be prohibited unless soil and groundwater are remediated to residential RRS. A vapor mitigation system or barrier shall be installed and maintained with the construction of any enclosed structures until the HSRA regulated substances in soil and groundwater at the Property reach HSRA RRS and/or EPD vapor risk thresholds are met.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited, unless HSRA regulated substances are treated to below HSRA residential RRS for groundwater.

Should any dewatering of groundwater for construction or utility work purposes be necessary, a sanitary sewer system discharge permit should be acquired from DeKalb County. The extracted water should be pretreated to DeKalb County requirements prior to discharge into the sanitary sewer system. Extracted groundwater should not be discharged into the storm water system or surface waters. All management of impacted groundwater should be done in accordance with all applicable local, state and federal rules and regulations governing the management of such material.

7. Soil Limitation. Should intrusive activities within the area designated in Figure 1 as having regulated substances at concentrations greater than HSRA non-residential RRS be required, the extracted, impacted soil should be managed in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Removed soil in this area should not be placed back into the excavation, but be properly characterized for disposal in accordance with 40 CFR Part 261 (specifically 40 CFR Parts 261.20-24, regarding characteristic waste) and transported and disposed of at an appropriate disposal facility. The excavation should be backfilled with clean fill material and recapped with an impervious surface. Recapping of the area of excavation is not necessary if all the impacted soil in the excavation area is removed to below applicable HSRA residential RRS to the water table for the regulated chemicals of concern noted in the "Description of Contamination and Corrective Action" above.

8. Utility Worker & Construction Worker Protection. HSRA regulated chemicals have been identified in soil and groundwater above calculated risk-based threshold levels (HSRA Type 5 RRS) for the protection of construction workers and/or utility workers. The following regulated chemicals have been identified in soil above calculated risk-based threshold levels for the protection of construction workers and/or utility workers as indicated: PCE.

The following regulated chemicals have been identified in groundwater above calculated risk-based threshold levels for the protection of construction workers and/or utility workers: PCE, trichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene and vinyl chloride. At the time of the preparation of this covenant, groundwater was present in the identified area at approximately 13.5 feet below current grade.

The areas with soil or groundwater concentrations above these levels is identified on the attached Figures 1 and 2, respectively. Prior to conducting construction or subsurface utility work that may result in exposure to soil or groundwater in the designated areas, a worker must have appropriate HAZWOPER training per OSHA's Hazardous Waste Operations and Emergency Response Standard 29 CFR 1910.120, and perform the work in accordance with a Health and Safety Plan prepared by a qualified safety professional. All management of impacted soil or groundwater performed in the execution of work should be done in accordance with Items 7 and 6 above, respectively.

9. Permanent Markers. Permanent markers shall be installed and maintained on the Property that delineate the restricted area as specified in Section 391-3-19-.08(7)(d) of the Rules. Disturbance or removal of such markers is prohibited. The markers should indicate that an Environmental Covenant exists for the Property, and that the covenant should be reviewed prior to any site disturbance.
10. Right of Access. In addition to any rights already possessed by EPD and/or the Holder, the Owner shall allow authorized representatives of EPD and/or Holder the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
11. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Holder, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
12. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 RRS, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 11 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

The Trust of John F. Rowan, Sr.
Mrs. Catherine Norris, Representative
PO Box 197
Carmel Valley, CA 93924

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 1 day of April, 2014.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]*

[ENVIRONMENTAL COVENANT SIGNATURES PAGE]

The Trust of John F. Rowan, Sr.

[Signature]

Catherine Norris, Trustee

Dated: 4/1/14

WITNESS:

By: [Signature]
Name: Keri Arellano
Dated: 4-1-88

The Trust of John F. Rowan, Sr.

[Signature]

[Name of Person Acknowledging Receipt]

[Title]

Dated: 4/1/14

WITNESS:

By: [Signature]
Name: Keri Arellano
Dated: 4-1-88

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

[Signature]

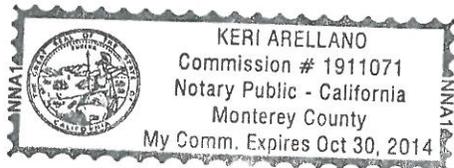
Judson H. Turner, Director

Dated: 5/27/14

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF California
COUNTY OF Monterey

On this 1 day of April, 2013 I certify that Catherine Norris personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State of California
KA Georgia, residing at Monterey.
My appointment expires: 10-30-14.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF Spalding

On this 27th day of May, 2014, I certify that Judson H. Turner personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Director of the Georgia Environmental Protection Division to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



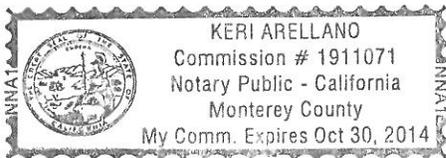
Cristal Sailors
Notary Public in and for the State of
Georgia, residing at Spalding
My appointment expires 1/22/17.

[CORPORATE ACKNOWLEDGMENT]

STATE OF California
COUNTY OF Monterey

On this 1 day of April, 2014, I certify that Catherine Norris personally appeared before me, acknowledged that ~~he~~/she is the representative of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ~~he~~/she was authorized to execute said instrument for said corporation.

Keri Arellano
Notary Public in and for the State of Georgia, residing at Monterey.
My appointment expires: 10-30-14.



[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF California
COUNTY OF Monterey

On this 1 day of April, 2014, I certify that Catherine Norris personally appeared before me, acknowledged that ~~he~~/she signed this instrument, on oath stated that ~~he~~/she was authorized to execute this instrument, and acknowledged it as the trust John F Rowan Sr [type of authority] of Representative [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Keri Arellano
Notary Public in and for the State of Georgia, residing at Monterey.
My appointment expires: 10-30-14.

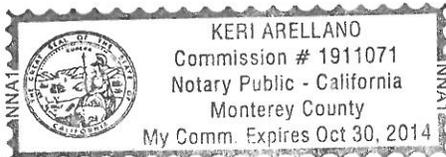


Exhibit A

Legal Description

All that tract or parcel of land lying and being in Land Lot 343 of the 18th District of DeKalb County, Georgia and being more particularly described as follows: Beginning at an iron pin on the westerly line of the right of way of North Peachtree Road (which line is 35 feet westerly from the center line of said road) and on the line dividing Land Lots 343 and 334; and running thence along said Land Lot line South, 89 degrees 53 minutes West, 213 feet to an iron pin; thence North 22 degrees 15 minutes West, 158.85 feet to an iron pin; thence North 15 degrees 11 minutes East, 120 feet to an iron pin on the southerly line of the right of way of I-285; thence South 74 degrees 49 minutes East along the southerly right of way of I-285, 100 feet to an iron pin; thence South 15 degrees 11 minutes West, 990 feet to an iron pin; thence South 23 degrees 25 minutes 30 seconds East, 111.6 feet to an iron pin; thence South 60 degrees 44 minutes East, 60 feet to an iron pin; thence North 89 degrees 53 minutes East, 75 feet to an iron pin on the westerly right of way of North Peachtree Road; thence along said right of way South 9 degrees 17 minutes 30 seconds West, 18 feet to the POINT OF BEGINNING. According to a Plat by Earnest L. Boggus dated June 14, 1968, revised April 10, 1969, revised May 8, 1970. Subject to covenants, easements and restrictions of record and to utility easements.

This is the same property conveyed by Business Associates, Inc. to CJH Capital Corporation by Warranty Deed dated September 21, 1987, recorded in Deed Book 5954, page 189, Clerk's Office, DeKalb County Superior Court.

Exhibit C
SITE USE, ACTIVITY, AND MONITORING EVALUATION FORM
Fashion Care/Executive Care Site, Parcel No. 18-343-13-002,
2211 Savoy Drive, Chamblee, DeKalb County, Georgia

TYPE	No.	CRITERIA RESPONSE	YES	NO
Property Use	1	Has the property use changed, has construction work been implemented on the property, or have building permits been applied for?		
	1a	If yes to 1, was EPD notified at least 30 days in advance?		
	1b	If no to 1a, attach a written explanation.		
Exposure	2	Has subsurface site work been conducted in the areas of the property where soil and/or groundwater concentrations exceed residential cleanup standards (UEC - Figure 1 - Areas A and B and Figure 2 - Areas C and D)?		
	2a	If yes to 2, was EPD notified within 3 business days following the site work?		
	2b	Has groundwater extraction or use for non-remedial purposes occurred?		
	2c	If no to 2a or yes to 2b, attach a written explanation, including a description regarding whether the requirements of the uniform environmental covenant (UEC) were adhered to.		
Engineering Controls	3	Is the concrete/asphalt cover intact and of sufficient quality to prevent exposure to soil in the area of the property where soil concentrations exceed residential cleanup standards (UEC - Figure 1 - Areas A and B)?		
	3a	If no to 3, are corrective measures being taken? Notify EPD within 60 days of identification of damaged concrete/asphalt with a plan and schedule to repair. Please attach a written explanation.		
	3b	Have enclosed structures been installed on the property or existing structures modified in such a way as to change potential vapor intrusion assumptions?		
	3c	Is the vapor mitigation system on the existing structure operating consistently and being maintained?		
	3d	<ul style="list-style-type: none"> • If yes to 3b, have vapor intrusion mitigation measures been implemented? Please attach a written explanation. • If no to 3c, please attach a written explanation. 		
Permanent Markers	4	Are the permanent markers that delineate the restricted areas in place and legible?		
	4a	If no to 4, attach a written explanation.		
Property Instruments	5	Do all leases or other property instruments for the site have the applicable UEC and deed notice language inserted into them.		
	5a	If no to 5, attach a written explanation.		
Inspection	6	Date of inspection:		
	6a	Name of inspector:		
	6b	Photographs showing current land use, engineering controls, and permanent markers (attached)		
Inspection Parcel # 18-333-02-023	7	Date of inspection:		
	7a	Name of inspector:		
	7b	Photographs showing current land use(attached).		
	7c	Are there indications of the development or potential development of enclosed structures in the area of groundwater impacts associated with the release of drycleaner impacts from Parcel No. 18-343-13-002? If so, notify EPD within 30 days with a plan to assess the potential for vapor intrusion in such structures.		

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