

After Recording Return to:

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

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 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 OCGA § 44-16-8(a).

Fee Owner of Property/Grantor: Southern Automatic Company
Lenbrook
3747 Peachtree Rd. NE, Apt. 1623
Atlanta, Ga. 30319

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 1152 East Tower
Atlanta, GA 30334

1456

Parties with interest in the Property:

- None at time of execution

Property:

The property subject to this Environmental Covenant is the Southern Automatic Company N. Peachtree Tract (hereinafter "Property"), located at 4306 N. Peachtree Road, in Chamblee, DeKalb County, Georgia. This tract of land was conveyed on November 25, 1974 from Hoke A. Rowan, Jr. to Southern Automatic Company recorded in Deed Book 3267, Page 130, DeKalb County Records. The area is located in Land Lot 343 of the 18th District of DeKalb County, Georgia. The property consists of approximately 0.51 acres of property developed at the time of this covenant with a single, one-story building that contains a dentist office, a beauty shop, and other retail stores. 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):

18-343-13-005 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 documents:

- 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.
- Vapor Intrusion Model - Response to EPD Comments dated February 22, 2012 regarding Voluntary Remediation Program Reports submitted through December 2, 2011: VRP Site, Fashion Care/Executive Care, HSI No. 10786, 2211 Savoy Drive, Chamblee, DeKalb County, Georgia, dated March 29, 2012.

These documents are available at the following locations:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 East Tower
Atlanta, GA 30334 1054
M-F 8:00 AM to 4:30 PM excluding state holidays

Office of Rowan Randal K DDS
4306 N Peachtree Rd # B
Chamblee, GA 30341

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 and the Georgia VRP.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Southern Automatic Company, its successors and assigns, The Trust of John F. Rowan, Sr. (hereinafter "Trust"), 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 adjacent property; 2211 Savoy Drive, Chamblee Georgia. 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 and cis-1,2-dichloroethene 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 there under (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 engineering control required for the Property is the maintenance of existing concrete and asphalt covering soil impacted with regulated chemicals in Area A of Figure 1. The

institutional controls consist of no use of groundwater on the Property, and utility and construction worker protection requirements regarding impacted groundwater on the Property in Area D of Figure 2. These controls shall remain in effect until the EPD deems the regulated substances above are in compliance with HSRA Risk Reduction Standards (RRS) commensurate with the use of the Property.

Grantor, Southern Automatic Company (hereinafter "Southern Automatic"), hereby binds Grantor, its successors and assigns to the activity and use restrictions 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 there under. 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 exercising any authority under applicable law.

Southern Automatic 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 Trust, EPD, Southern Automatic and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, the Trust or its successors and assigns, Southern Automatic 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, or to apply for building permit(s). The EPD must be notified within 3 business days following any subsurface site work in the environmentally impacted areas shown on Figures 1 and 2. These notifications shall include a certification that the requirements of this covenant were adhered to.
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. The notice shall explicitly state the requirements of Activities 5-8 to ensure worker protection and proper handling of impacted media.

4. Periodic Reporting. Annually, beginning no later than 12 months following the effective date of this Environmental Covenant, the Owner shall submit to EPD a completed Site Use, Activity and Monitoring Evaluation Form (attached).

EXHIBIT C

5. Activity and Use Limitation(s). The current use of the Property is non-residential as defined according to 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 future development of the property with enclosed structures, whether residential or non-residential as defined above shall require the following:

- A vapor mitigation system or barrier be installed and maintained with the construction of any enclosed structures within the impacted soil Area A as indicated on attached Figure 1 and impacted groundwater Area D as indicated on Figure 2, until the HSRA regulated substances in soil and groundwater at the Property reach non-residential HSRA RRS; or vapor modeling of groundwater and/or soil contamination in Areas A and D on Figure 1 and 2, respectively, indicate that vapor mitigation is not required for enclosed structures and EPD concurs with the vapor modeling results; and
- Groundwater use is prohibited (unless EPD concurs that groundwater is remediated to residential RRS).

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. The concrete and asphalt covering the area designated as Area A in Figure 1 as having regulated substances at concentrations greater than HSRA non-residential RRS, must be maintained and shall only be breached in accordance with the restrictions herein. 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. Soil removed from 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 would not be 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. Levels of the following HSRA regulated chemicals have been identified in groundwater above calculated risk-based threshold levels (HSRA Type 5 RRS) for the protection of construction workers and/or utility workers as indicated:

HSRA regulated chemical	Construction Worker Threshold Concentration (mg/L)	Utility Worker Threshold Concentration (mg/L)	Comments
PCE	0.12	0.82	
Trichloroethene	0.006	0.041	
Cis-1,2-dichloroethene	2.6	18.0	This chemical was identified above the construction worker threshold only.

The area with chemical concentrations in groundwater above Type 5 RRS levels is identified as Area D on attached Figure 2. At the time of the preparation of this covenant, groundwater was present in the identified area at approximately 13.5 feet below current grade. Prior to conducting construction or subsurface utility work that may result in exposure to groundwater in the designated area, 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 groundwater performed in the execution of work should be done in accordance with Item 6 above.

The exposure duration assumed for a utility worker was 35 days per year, for a period of 25 years. The exposure duration assumed for a construction worker was 250 days a year, for a period of no more than one year. Therefore, utility worker exposure in the areas that meet Type 5 RRS, but exceed Type 1-4 RRS, Area A in Figure 1 and Area C in Figure 2; should not exceed 35 days per year for 25 years, and for construction workers should not to exceed 250 days in a year. If on site works in the areas designated above are to be exceeded, then the procedures outlined above must be followed to eliminate the work exposure pathway.

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/ Trust, the Owner shall allow authorized representatives of EPD and/or the Trust 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 Recorders 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) the Trust, (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 1754 East Tower, Atlanta, GA 30334.
- Southern Automatic Company, Lenbrook, 3747 Peachtree Rd. NE, Apt. 1623, Atlanta, GA 30319.
- The Trust of John F. Rowan, Sr., Attn. 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 24 day of July, 2012

Southern Automatic Company

Hoke A Rowan Jr
PRESIDENT

[Name of Signatory]

[Title]

Dated: 24-7-12

The Trust of John F. Rowan, Sr.

[Signature]

[Name of Person Acknowledging Receipt]

[Title]

Dated: 8/1/12

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

Judson H. Turner

[Name of Person Acknowledging Receipt]

[Title]

Dated: 5/27/14

[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.

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF Georgia
COUNTY OF FULTON

On this 24th day of July, 2012, I certify that Hoke Rowan 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.



Rebecca Jarrell
Notary Public in and for the State of
Georgia, residing at 5385 Peachtree Dunwoody Rd.
My appointment expires 7-14-2014

[CORPORATE ACKNOWLEDGMENT]

STATE OF Georgia
COUNTY OF FULTON

On this 24th day of July, 2012, I certify that Hoke Rowan personally appeared before me, acknowledged that he/she is the President 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.

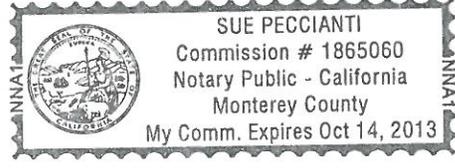


Rebecca Jarrell
Notary Public in and for the State of
Georgia, residing at 5385 Peachtree Dunwoody Rd.
My appointment expires 7-14-2014

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Calif.
COUNTY OF Monterey

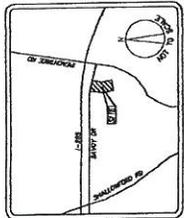
On this 1ST day of August, 2012, I certify that Catherine Norris personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Representative [type of authority] of The Trust of John Rowan Sr. [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.



Sue Peccianti
Notary Public in and for the State of California
Georgia, residing at CARMEL CALIF.
My appointment expires 10/14/13

Exhibit A Legal
Description

Beginning at an iron pin on the south line of Land Lot 343, said point being south 89 degrees 53 minutes west 213.00 feet from the westerly right of way of North Peachtree Road, (70' R/W), thence south 89 degrees 53 minutes west 225.00 feet along the south line of Land Lot 343 to an iron pin, thence north 0 degrees 7 minutes west 316.8 feet to an iron pin on the southerly right of way of I-285, thence south 74 degrees 49 minutes east along the southerly right of way of I-285, 203.9 feet to an iron pin, thence south 15 degrees 11 minutes west 120.0 feet to a masonry nail, thence south 22 degrees 15 minutes east to the south line of Land Lot 343 and the point of beginning.



VICINITY MAP

- LEGEND
- APPROXIMATE PROPERTY LINE
 - ASL LIMITED PARTNERSHIP PROPERTY

NOTE: REFERENCED DRAWING IS BASED ON
LADDER SURVEY

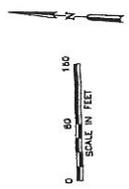
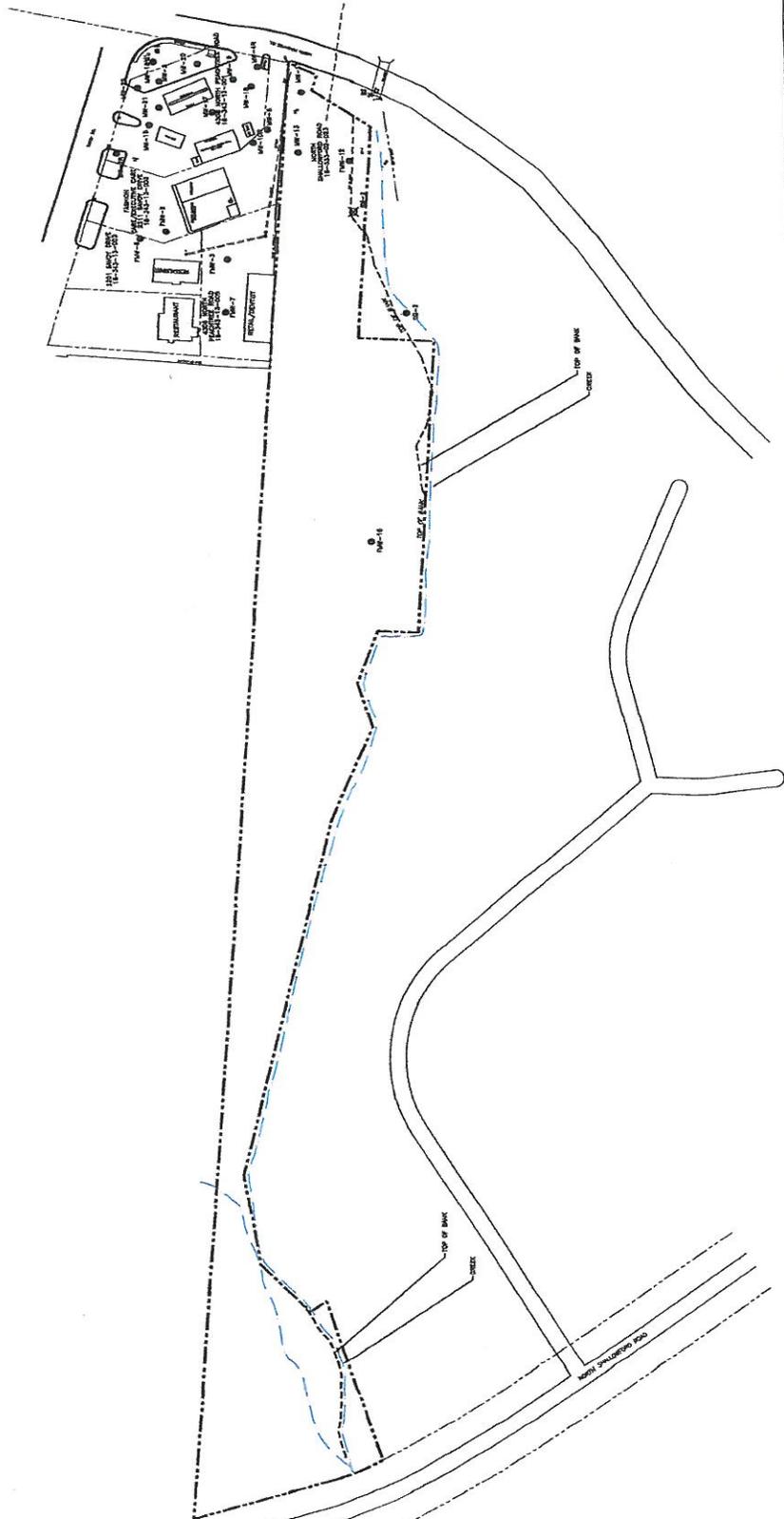


EXHIBIT B
AREA MAP
FASHION CARE/RECYCLING CARE SITE
APPROXIMATE PROPERTY LINE
DATE: 04/20/11

WINTER ENVIRONMENTAL

PROJECT NO. 11-001
DATE: 04/20/11

Exhibit C
SITE USE, ACTIVITY, AND MONITORING EVALUATION FORM

**Fashion Care/Executive Care Site, Parcel No. 18-343-13-005,
4306 N. Peachtree Road, 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 - Area A 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 - Area A)?		
	3a	If no to 3, are corrective measures being taken? 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	If yes to 3b, have vapor intrusion mitigation measures been implemented? 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)		

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