



REBECCA KEATON  
CLERK OF SUPERIOR COURT Cobb Cty. GA.

PLEASE RETURN THIS RECORDED INSTRUMENT TO:

*ENW*  
George D. Menden, Esq.  
MENDENFREIMAN LLP  
Two Ravinia Drive  
Suite 1200  
Atlanta, Georgia 30346

STATE OF GEORGIA  
COUNTY OF Upson

#### QUIT-CLAIM DEED

THIS INDENTURE, made as of the 19 day of December, 2012, between SCOTT S. BLACKSTOCK, a resident of the State of Georgia, as party of the first part, hereinafter referred to as "Grantor", and **BLACKSTOCK PROPERTIES, LLC, a Georgia limited liability company**, as party of the second part, hereinafter referred to as Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

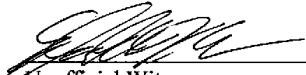
WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee all of Grantor's right, title and interest in and to the tract or parcel of land described on Exhibit "A", attached hereto and incorporated herein by this express reference, TOGETHER WITH every contingent remainder and right of reversion therein, and together with all buildings, rights, members, structures, easements, alleys, ways, appurtenances, improvements, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments, in any way belonging, relating or appertaining thereto (collectively the "Property").

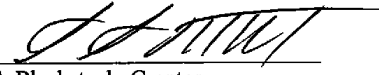
This is the same property conveyed to Grantor by Quitclaim Deed dated 12/15, 2012, and being recorded concurrently herewith in the deed records of Cobb County Superior Court.

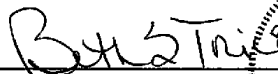
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest in or to the aforesaid property or its appurtenances as herein conveyed by Grantor to Grantee. Grantee acknowledges and agrees that the within Quitclaim Deed is made by Grantor subject to all matters of title existing as of the date hereof, including those certain Use and Operating Restrictions described on Exhibit "B" attached hereto (collectively "Use and Operating Restrictions"), and that Grantor makes no representation or warranty with respect to the said property, nor does Grantor provide any indemnity concerning the said property, and that Grantee is accepting this Quitclaim Deed WITHOUT RECOURSE as to Grantor.

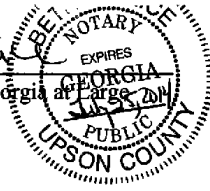
IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered this 15<sup>th</sup> day of December, 2012, in the presence of:

  
Unofficial Witness

  
Scott S. Blackstock, Grantor

  
Notary Public, State of Georgia  
My commission expires: July 25, 2014



*MENDENFREIMAN LLP drafted this deed without the aid of survey or title search, upon the request of the grantor, and assumes no responsibility for accuracy.*

## Exhibit A

All that tract or parcel of land lying or being in Land Lot 789 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at a 1" iron pin placed on the Westernmost right-of-way line of Crane Drive (25 feet from centerline) and the Northernmost right-of-way line of Powder Springs Road (50 feet from centerline); thence South 56 Degrees 38 Minutes 50 Seconds West, 20.00 feet to a point on the Northernmost right-of-way line of Powder Springs Road and the Point of Beginning; thence South 56 Degrees 38 Minutes 50 Seconds West, 121.25 feet to a 1" iron pin placed on the Northernmost right-of-way line of Powder Springs Road; thence South 83 Degrees 01 Minutes 50 Seconds West, 53.76 feet to a 1" iron pin placed on the Northeasternmost right-of-way line of the proposed East-West Connector Extension (54.5 feet from centerline); thence North 70 Degrees 35 Minutes 48 Seconds West, 38.02 feet to a 1" iron pin placed on the Northeasternmost right-of-way line of proposed East-West Connector Extension (54.5 feet from centerline); thence continuing along the Northeasternmost right-of-way line of the proposed East-West Connector Extension (54.5 feet from centerline) and following the curvature thereof an arc distance of 153.91 feet with a radius to the right of 1130.50 feet, said arc being subtended by a chord distance of 153.79 feet with a bearing North 66 degrees 41 Minutes 47 Seconds West, to a 1" iron pin placed; thence North 52 Degrees 25 Minutes 31 Seconds East, 295.07 feet to a 1" iron pin placed on the Westernmost right-of-way line of Crane Drive (25 feet from centerline); thence along the Westernmost right-of-way line of Crane Drive, South 34 Degrees 06 Minutes 11 Seconds East, 184.37 feet to a point on the Westernmost right-of-way line of Crane Drive (25 feet from centerline); thence South 11 Degrees 16 Minutes 19 Seconds West 28.10 feet to a point on the Northernmost right-of-way line of Powder Springs Road (50 feet from centerline) and the True Point of Beginning containing 1.0514 Acres.

Less and except any portion of the property used for public right-of way.

Further less and except from the above described property that portion of the property conveyed by that certain Right-of-Way Deed from B.P. Exploration and Oil Inc. to Cobb County, Georgia, dated January 23, 2001, filed for record April 4, 2001 at 12:55 p.m., recorded in Deed Book 13347, Page 3307, Records of Cobb County, Georgia.

## Exhibit B

**USE AND OPERATING RESTRICTIONS, NOTICES, ACKNOWLEDGEMENTS  
AND COVENANTS**

The Grantee herein covenants and agrees, for and on behalf of itself and the other Grantee Parties that the following use and operating restrictions, notices, acknowledgments and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein, and shall bind and restrict the Property for the time periods set forth herein:

**I. Use Restrictions.** No part of the Property shall be used by Grantee, subsequent grantees, affiliates, assigns, lessees, occupants, licensees or anyone else using the Property, for:

(A) an automobile service station, petroleum station, motor vehicle fueling facility, or gasoline station;

(B) an automobile repair shop or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products;

(C) a convenience store, which shall be defined as any retail store or outlet that sells any of the following items: cigarettes, chewing tobacco, snuff or other tobacco products; prepackaged soda, juice, water or other drinks; prepackaged beer, wine, spirits or other liquor; fountain drinks; coffee; donuts; muffins or other pastries; or candy; or

(D) a quick service restaurant, which shall be defined as any restaurant at which customers order their food at a counter or window from a cashier as opposed to ordering their food from a wait staff, which shall include (by way of example) McDonald's, Burger King, Wendy's, Culver's, Panera Bread, Taco Bell, KFC, Atlanta Bread Company, Pot Belly's or Subway;

provided however that such restrictions and covenants shall not prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption of such products by Grantee or other occupants of the Property.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a direct or indirect user of, operator of, or supplier of Grantor branded fuels to Grantor branded service stations in the County in which the Property is

located. These restrictive covenants will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

## **II. Environmental Matters.**

**A. Environmental Restrictions.** To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

**1. Groundwater Exposure Restriction.** No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or environmental corrective action work on the Property now or in the future.

**2. Residential Use Restriction.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

### **3. Construction and Excavation Restrictions.**

**3.1 Engineered Barriers and Below-grade Restriction.** Grantee shall place any engineered barrier on the Property as may be required by the Government. Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "Below-grade Restriction").

**3.2 Construction Workers' Caution Statement.** Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response

(HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "Construction Workers' Caution Restriction"). Such training shall at a minimum include both an initial 40-hour and future 8-hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

**3.3 Removal and Disposal of Soil and Groundwater.** No soils shall be excavated at or removed from any portion of the Property, unless and until representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a written soil management plan ("**Soil Management Plan**") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable laws and regulatory requirements; (b) a copy of the Soil Management Plan shall be submitted to Grantor for review and approval; and (c) Grantee, or any other Grantee Party, as applicable, obtains any required government approval of the Soil Management Plan. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise and (h) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "**Soil and Groundwater Removal Restriction**"). Except as may be otherwise expressly provided in the Soil Management Plan that has been approved by Grantor or in the Purchase and Sale Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

**3.4 Development; Relocation of Remediation Equipment.** Grantee shall submit to Grantor a copy of plans for any construction, relocation of improvements on the Property, or any excavation, demolition, re-grading, repaving, landscaping or other development activity at the Property (excluding any renovations solely to the interior of building that have no impact on any government required environmental work) ("**Development**") for Grantor's review and consent at least thirty (30) days prior to the commencement by anyone of any Development activities on the Property, unless Grantor expressly waives this provision in writing and in advance of any such Development. In the event that monitoring or recovery wells, monitoring points, treatment equipment, mobile treatment units, and any other equipment, vehicles or improvements used or installed by Grantor for any government required environmental (collectively, "**Corrective Action Equipment**") are present at the Property on the date of this conveyance or thereafter, no Grantee Party will interfere with the use or operation of the Corrective Action Equipment, or damage or destroy (or permit the damage or destruction of) any Corrective Action Equipment. In the event Grantee or any other Grantee Party damages or destroys any Corrective Action Equipment, Grantee or such other Grantee

Party (as applicable) shall pay, upon demand, Grantor's costs in repairing or replacing it. No Grantee Party shall remove or relocate any Corrective Action Equipment without the prior written consent of Grantor. In the event that Grantor consents to any such removal or relocation, then either (at Grantor's sole election): (a) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors acceptable to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation); or (b) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

**3.5 Cooperation.** Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with the Government in obtaining environmental site closure (to commercial standards or Type 5 risk reduction standards as set forth in Ga. Comp. R. & Regs. 391-3-19-.07(10), if applicable) for any Hydrocarbon Contamination. Said cooperation may include, but not be limited to, the following: (a) execution of any and all documentation, including restrictive covenants, as may be necessary, in Grantor's sole discretion, to obtain environmental site closure for the Property, which documentation may impose further use and operating restrictions similar to those set forth in this Exhibit "B"; (b) attendance at any meetings requested by Grantor relating to the Hydrocarbon Contamination and government required environmental work efforts; and/or (c) such other further acts as may be required in order to obtain environmental site closure for any Hydrocarbon Contamination. Should Grantee or any Grantee Party fail or refuse to sign such documentation, or become unavailable to sign such documentation (after reasonable inquiry by Grantor), Grantee or Grantee Parties hereby irrevocably appoints any Environmental Business Manager of Grantor (or any successor corporation thereto) as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties. Grantee and each of the other Grantee Parties further authorizes Grantor to record one or more "No Further Remediation" or "No Further Action" letters, restrictive covenants related to Hazardous Materials or similar site closure documentation or notices against the Property, if required by the Government or the Laws to obtain environmental site closure to commercial standards or Type 5 risk reduction standards, when the same are obtained by Grantor from the Government.

**3.6 Notice.** Any notices required to be given to Grantor shall be given using the following address:

BP Products North America Inc.  
c/o Atlantic Richfield Company, VP Operations  
28100 Torch Parkway  
Warrenville, IL 60555

Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
Site SS #: 08406  
Property Address: Powder Springs Rd. & EW Connector,  
Marietta, GA; and  
BP Legal - HSSE  
4101 Winfield Road  
Warrenville, IL 60555

B. Duration. The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and covenants and those restrictions, notices, acknowledgments and covenants set forth in sections 3.4 and 3.5 above (collectively, the "Environmental Restrictions"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor's sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee's request, release a portion or portions of the Environmental Restrictions from the Property upon Grantor's receipt from Grantee of an acknowledgment from the government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the government approves the releasing of that portion or portions of the Environmental Restrictions.

III. Certain Environmental Acknowledgments, Covenants and Notices.

A. Prior Use. Grantee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

B. USTs. Grantee acknowledges that underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. Notice of Environmental Restrictions upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following

form: "The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Clerk, Cobb County Superior Court, at Deed Book \_\_\_\_\_, Page \_\_\_\_\_, as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed is void, voidable or otherwise unenforceable in accordance with their terms.

**IV. Defined Terms; Successors; Other.** All capitalized terms used in this Exhibit "B" shall have the meanings ascribed to such terms as set forth in the Deed to which this Exhibit "B" is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Exhibit "B", and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Exhibit "B" shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this Exhibit "B" shall, to any extent, be invalid or unenforceable, the remainder of this Exhibit "B" (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this Exhibit "B" shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this Exhibit "B" on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any Grantee Party shall breach any of the covenants or restrictions set forth in this Exhibit "B", then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.