



Doc ID: 006641190012 Type: COVE  
 Recorded: 05/15/2015 at 03:24:00 PM  
 Fee Amt: \$32.00 Page 1 of 12  
 Floyd County Superior Court  
 Barbara H. Penson Clerk

BK **2429** PG **462-473**

After Recording Return to:  
 Georgia Environmental Protection Division  
 Response and Remediation Program  
 2 Martin Luther King, Jr. Drive, SE  
 Suite 1462 East  
 Atlanta, Georgia 30334

**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:** **Rome-Floyd County Development Authority**

**Grantee/Holder:** Atlanta Gas Light Company  
 Attn: Jeffrey Brown  
 Ten Peachtree Place  
 Atlanta, GA 30309

**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

**Parties with interest in the Property:** N/A

**Property:**

The property subject to this Environmental Covenant is a driveway easement located on West 1<sup>st</sup> Street between a parking lot and the parking garage in Rome, Floyd County, Georgia. The area is all that tract or parcel of land lying, being and situated in the Coosa Division of the City of Rome, Floyd County, Georgia, in the First Ward of the City of Rome, Georgia. The Property is approximately 3,775 square feet (0.087 acres), consisting of a paved surface. 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):**

**J14D 020A** of Floyd 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]:

*Compliance Status Report, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia.* September 28, 2001, revised February 15, 2002, May 31, 2002, and June 7, 2004.

*Continuing Action Monitoring Plan, Atlanta Gas Company Former Manufactured Gas Plant Site, Rome, Georgia.* August 2014 (included as Attachment C of the VRP CSR Addendum).

*Corrective Action Plan, Former Manufactured Gas Plant Site, Rome, Georgia.* June 10, 1997, revised May 27, 1998, February 26, 1999, and April 27, 1999.

*Corrective Action Plan – Operable Unit 3 – Rivers Place Building (Parcel 5), Former Manufactured Gas Plant Site, Rome, Georgia.* January 2000, revised March 13, 2000.

*Groundwater Corrective Action Plan – OU4, Former Manufactured Gas Plant Site, Rome, Georgia.* September 2000, revised December 2000.

*Groundwater Corrective Action Plan Addendum – OU4, Former Manufactured Gas Plant Site, Rome, Georgia.* April 2001.

*Remedial Investigation/Compliance Status Report Manufactured Gas Plant Site, Rome, Georgia, HSI Site Number 10109.* March 1997.

*Voluntary Remediation Program Compliance Status Report, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia.* December 2013.

*Voluntary Remediation Program Compliance Status Report Addendum, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia.* August 15, 2014.

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  
M-F 8:00 AM to 4:30 PM excluding state holidays

### **Description of Contamination and Corrective Action:**

Soil and groundwater impacts at the property were related to operations of the former manufactured gas plant (MGP) previously located on the property. Soil was excavated on a small portion of the property to meet a Type 4 (non-residential) risk reduction standard and all such work was completed in 2000. Groundwater monitoring was initiated in 1997 and continued quarterly to semiannually through October 2012. Groundwater was remediated via monitored natural attenuation. Based on three (3) groundwater monitoring wells installed west and one installed to the north of the

property boundary, groundwater meets Type 1 RRS and therefore, future groundwater monitoring is not required.

**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 Rome-Floyd County Development Authority, its successors and assigns, Atlanta Gas Light Company, 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 benzene and naphthalene occurred on the Property. Benzene and naphthalene 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 consists of institutional controls (consisting of limiting the use to non-residential activities and prohibiting the use of groundwater except for monitoring purposes) to protect human health and the environment.

Grantor, Rome-Floyd County Development Authority, 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 Atlanta Gas Light Company 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 exercising any authority under applicable law.

Rome-Floyd County Development Authority, 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 Atlanta Gas Light Company, EPD, Rome-Floyd County Development Authority, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Atlanta Gas Light Company 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 site work 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. Monitoring. The Continuing Action Monitoring Action Plan (CAMP) will include an annual inspection to ensure property use remains non-residential.
5. Periodic Reporting. Annually, by no later than August 2015 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the CAMP dated August 2014.
6. 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 Floyd County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
8. Right of Access. In addition to any rights already possessed by EPD and/or Atlanta Gas Light Company, the Owner shall allow authorized representatives of EPD and/or Atlanta Gas Light Company 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.
9. 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) Atlanta Gas Light Company, (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.

10. 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 Risk Reduction Standards, 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.*
11. 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.
12. 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 10 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 1154 East Tower  
Atlanta, GA 30334

AGL Resources, Inc.  
Attn: Executive Vice President and General Counsel  
Ten Peachtree Place  
Atlanta, GA 30309

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15<sup>th</sup> day of April, 2015

Signed, sealed, and delivered in the presence of:

For the Grantor:

Keeli H. Smith  
Unofficial Witness (Signature)

Rome-Floyd County Development Authority  
Name of Grantor (Print)

Keeli H. Smith  
Unofficial Witness Name (Print)

[Signature] (Seal)  
Grantor's Authorized Representative (Signature)

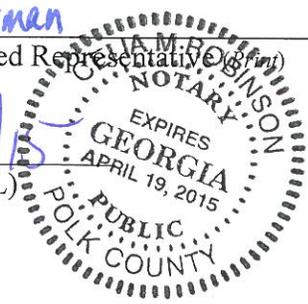
Keeli H. Smith  
1 Riverside Parkway, Rome, GA 30061  
Unofficial Witness Address (Print)

James T. Byars  
Authorized Representative Name (Print)

William M. Robinson  
Notary Public (Signature)

Chairman  
Title of Authorized Representative (Print)

My Commission Expires: 4/19/15

Dated: 3/19/15  
(NOTARY SEAL)  


Signed, sealed, and delivered in the presence of:

For the Grantee/Holder:

[Signature]  
Unofficial Witness (Signature)

Atlanta Gas Light Company  
Name of Grantee/Holder (Print)

J. LANG WOODY  
Unofficial Witness Name (Print)

Donald F. Carter  
Grantee/Holder's Authorized Representative (Signature)

10 PEACHTREE PL  
ATLANTA 30309  
Unofficial Witness Address (Print)

**DONALD F. CARTER**  
Authorized Representative Name (Print)  
**Vice President**

Lucy Blizzard  
Notary Public (Signature)

Title of Authorized Representative (Print)

My Commission Expires

Dated: 3/23/15  
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Donal I Kirkland  
Unofficial Witness (Signature)

Doraly S. Kirkland  
Unofficial Witness Name (Print)

2 Martin Luther King Jr Dr  
Ste 1456  
Atlanta GA 30334  
Unofficial Witness Address (Print)

Cristal Scudder  
Notary Public (Signature)

My Commission Expires: 1/22/17

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

Judson H. Turner  
(Signature)

(Seal)

Judson H. Turner  
Director

Dated: 4/15/15

(NOTARY SEAL)

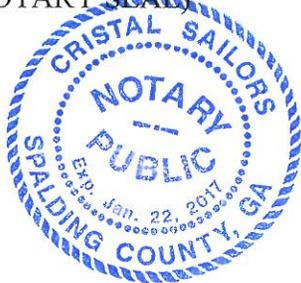


Exhibit A  
Legal Description

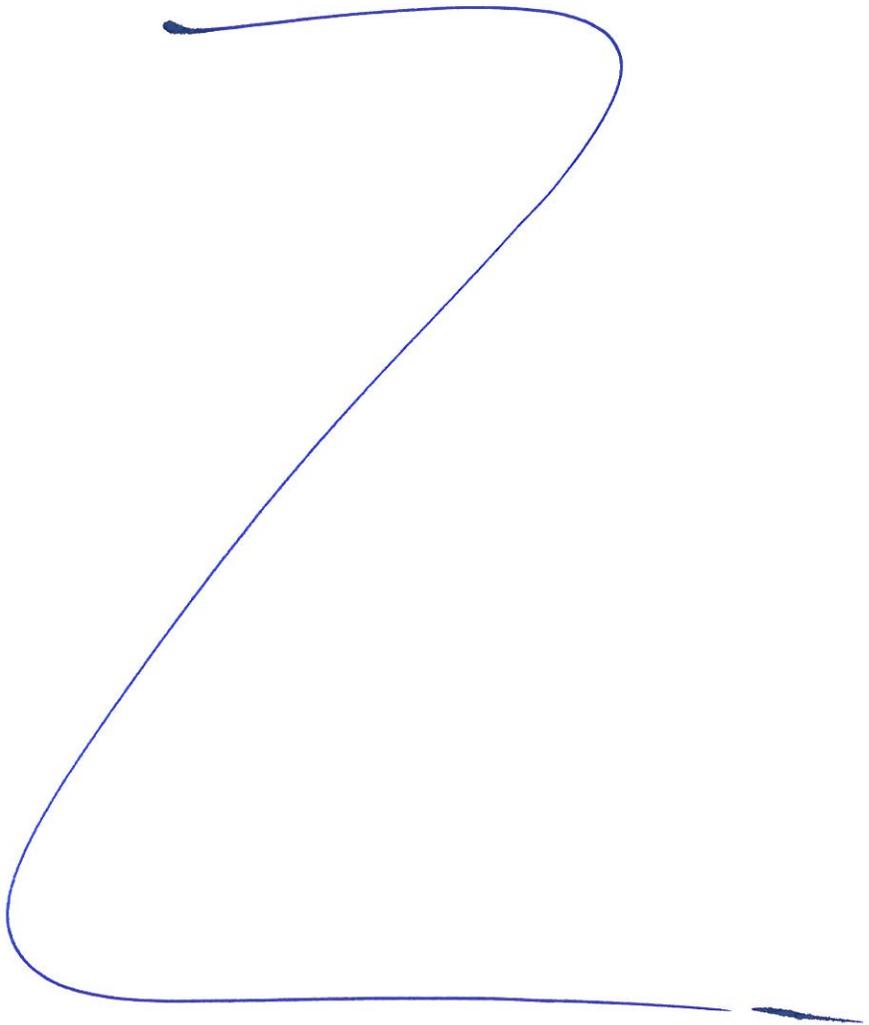


EXHIBIT "A"

All that tract or parcel of land lying, being and situated in the Coosa Division of the City of Rome, Floyd County, Georgia, in the First Ward of the City of Rome, Georgia, and being more particularly described as follows:

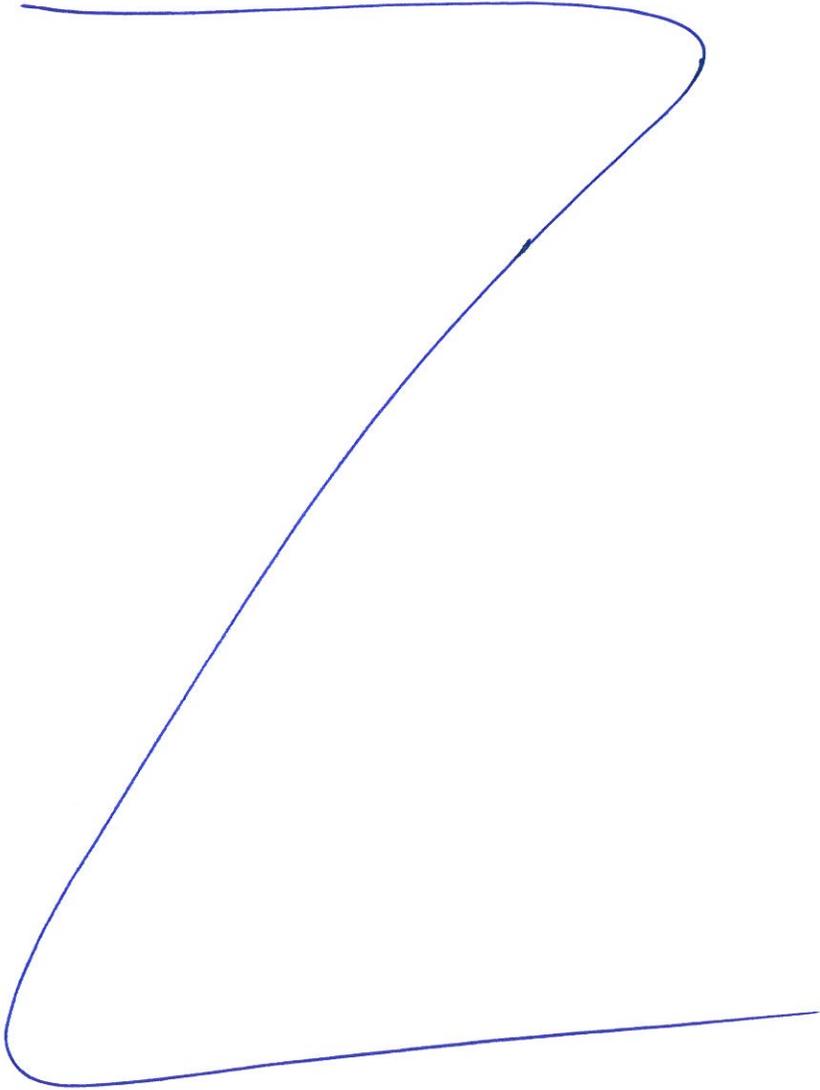
Commencing at the point of intersection of the northerly right of way line of West First Street (right of way varies) with the northerly right of way of Second Avenue (right of way varies); thence along the northerly right of way of West First Street North 49 degrees 49 minutes 20 seconds East a distance of 340.15 feet to a #5 rebar with cap and being the TRUE POINT OF BEGINNING; thence from said TRUE POINT OF BEGINNING, North 40 degrees 18 minutes 20 seconds West a distance of 188.61 feet to a railroad spike; thence North 48 degrees 57 minutes 40 seconds East a distance of 20.00 feet to a #5 rebar with cap; thence South 40 degrees 18 minutes 20 seconds East a distance of 188.91 feet to a 1/2-inch pin found (paved over) on the northerly right of way line of West First Street; thence along said right of way line South 49 degrees 49 minutes 20 seconds West a distance of 20.00 feet to a #5 rebar with cap and the POINT OF BEGINNING.

The above tract containing .087 acre and being shown as Tract A on that plat of survey for Floyd County, Georgia, prepared by Robert L. Moss, Georgia Registered Land Surveyor No. 1498, dated May 16, 2007, last revised January 18, 2008, reference to said plat being made for a more particular description of the above tract, said plat being recorded in Plat Book 32, Page 179, in the Office of the Clerk of Superior Court of Floyd County, Georgia. GRANTOR HEREBY RESERVES an easement for a driveway, the maintenance and expense of which shall be the responsibility of Grantor, said easement is more particularly described as follows:

All that tract or parcel of land lying, being and situated in the Coosa Division of the City of Rome, Floyd County, Georgia, in the First Ward of the City of Rome, Georgia, and being more particularly described as follows:

Commencing at the point of intersection of the northerly right of way line of West First Street (right of way varies) with the northerly right of way of Second Avenue (right of way varies); thence along the northerly right of way of West First Street North 49 degrees 49 minutes 20 seconds East a distance of 340.15 feet to a #5 rebar with cap; thence North 40 degrees 18 minutes 20 seconds West a distance of 20.00 feet to the TRUE POINT OF BEGINNING; thence from said TRUE POINT OF BEGINNING North 40 degrees 18 minutes 20 seconds West a distance of 168.61 feet to a railroad spike; thence North 48 degrees 57 minutes 40 seconds East a distance of 10.00 feet to a point; thence South 40 degrees 18 minutes 20 seconds East a distance of 168.61 feet to a point; thence South 48 degrees 57 minutes 40 seconds West a distance of 10.00 feet to the POINT OF BEGINNING.

Exhibit B  
Parcel Ownership Map



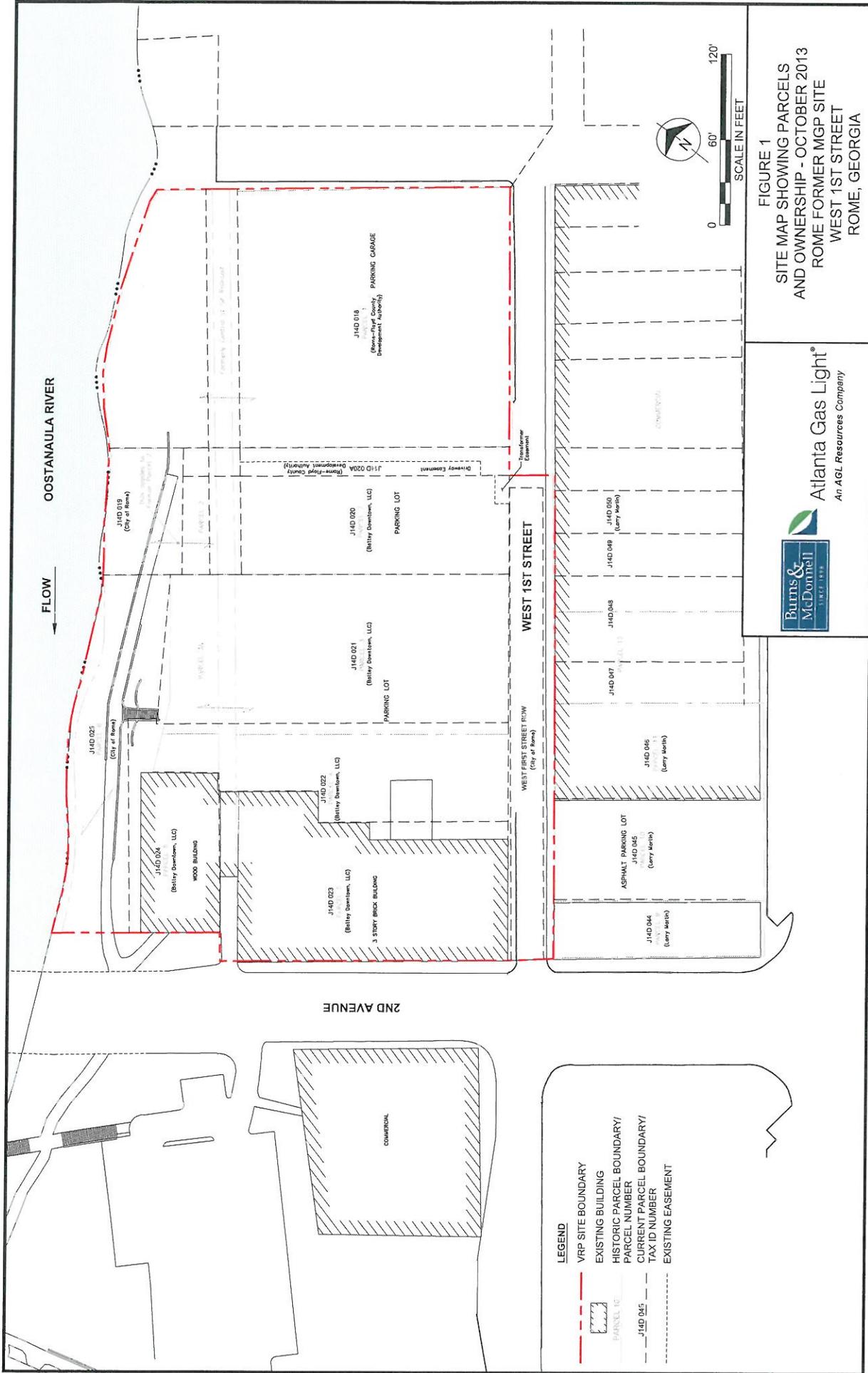


FIGURE 1  
 SITE MAP SHOWING PARCELS  
 AND OWNERSHIP - OCTOBER 2013  
 ROME FORMER MGP SITE  
 WEST 1ST STREET  
 ROME, GEORGIA



**LEGEND**

- VRP SITE BOUNDARY
- ▨ EXISTING BUILDING
- ▭ HISTORIC PARCEL BOUNDARY/ PARCEL NUMBER
- J14D 045 CURRENT PARCEL BOUNDARY/ TAX ID NUMBER
- EXISTING EASEMENT