

COPY

**McCLURE, RAMSAY, DICKERSON & ESCOE, LLP**

**ATTORNEYS AT LAW**

38 FALLS ROAD

P.O. DRAWER 1408

**TOCCOA, GEORGIA 30577**

706-886-3178

TELECOPIER 706-886-1150

JOHN A. DICKERSON

ALLAN R. RAMSAY

MARLIN R. ESCOE

B. NICHOLE CARSWELL

AUSTIN L. PERRY

December 2, 2014

VIA Certified Mail

Return Receipt #7012 1010 0001 1208 8451

Mr. Doug Cash

221 Buena Vista Drive

Eastanollee, GA 30538

Re: 179 Clark Street

Toccoa, Stephens County, GA

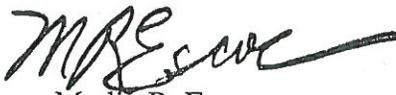
Dear Mr. Cash:

Enclosed herewith please find the following in connection with the above referenced matter:

- 1) Copy of Environmental Covenant between Doug Cash, Coats & Clark, Inc. and State of Georgia Environmental Protection Division which is recorded in Deed Book 1052, Pages 186-191 of the Stephens County records.

It has been a pleasure to assist in this matter. If you should have any questions, do not hesitate to call my office.

Sincerely,



Marlin R. Escoe

MRE/ds

Enclosure

COPY

STEPHENS COUNTY  
CLERK OF COURT  
TIMOTHY D. QUICK, CLERK  
BOOK 1052 PAGE 186-191  
2014 NOV 3 PM 3 56

After recording, please return to:  
McCLURE, RAMSAY, DICKERSON & ESCOE, LLP  
MARLIN R. ESCOE  
P.O. Drawer 1408  
Toccoa, Georgia 30577  
706-886-3178

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

CROSS-REFERENCE: Deed Book: 469  
Page: 181

### 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:** Doug Cash  
221 Buena Vista Drive  
Eastanollee, GA 30538

**Grantee/Holder:** Coats & Clark Inc.  
374 Coats Drive  
Toccoa, GA 30577-7986

**Grantee/Entity with  
express power of enforce:** State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
2 Martin Luther King Jr. Drive, SE  
Suite 1152 East Tower  
Atlanta, Georgia 30334

**Parties with interest in the Property:** Doug Cash  
221 Buena Vista Drive  
Eastanollee, GA 30538

#### Property:

The area subject to this Environmental Covenant is Lot No. 12 of the Coats & Clark, Inc. Property located at 179 Clark Street, Toccoa, Stephens County, Georgia 30577 (hereinafter "property"). This tract of land was conveyed on April 27, 2000 by Warranty Deed from Wanda

L. Shirley to Doug Cash and recorded in Deed Book 469, Page 181, Stephens County records. A complete legal description of the property is attached as Exhibit "A."

**Tax Parcel Number:**

Tax ID T10-055 of Stephens County, Georgia

**Name and Location of Administrative Records:** Stephens County Tax Commissioner  
70 North Alexander Street  
Toccoa, GA 30577

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

Voluntary Remediation Program Compliance Status Report, dated November 20, 2013, for the former Coats & Clark Inc. Plant 1, Toccoa, Georgia, HSI Site No. 10630.

This document is available at the following location:

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

This document is also available online at: <http://www.gaepd.org/Documents/vrp.html>

**Description of Contamination and Corrective Action:**

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, et seq. by Doug Cash, his successors and assigns, Coats & Clark Inc., and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns.

Grantor, Doug Cash (hereinafter "Cash"), 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 Coats & Clark Inc. and EPD.

Doug Cash makes the following declaration as to restriction 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 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 Coats & Clark Inc., EPD, Doug Cash and his respective successors and assigns and shall be enforceable by the Director or his

agents or assigns, Coats & Clark Inc., or its successors and assigns, Doug Cash or his 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 of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall provide the recorded location of the Environmental Covenant.
3. Activity and Use Limitations. The use or extraction of groundwater beneath the Property for drinking water shall be prohibited.
4. Periodic Reporting. Coats & Clark Inc. shall provide EPD with documentation at least annually certifying compliance with this document.
5. 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 Recorder of Deeds for Stephens County 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) Coats & Clark Inc., (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, and (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located.
6. 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 Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-07 of the Rules, whereupon the Environmental Covenant shall 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.
7. 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.
8. No Property Interest Created in EPD. The 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 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;

**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, Georgia 30334

Coats & Clark Inc.  
374 Coats Drive  
Toccoa, GA 30577-7986

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 21<sup>st</sup> day of July, 2014.

MR Escobedo  
Unofficial Witness

Doug Cash (Seal)  
Doug Cash

Mike Seel  
Unofficial Witness

Coats & Clark Inc.  
By: Kurt Trauern

Joseph L. Kistler  
Unofficial Witness

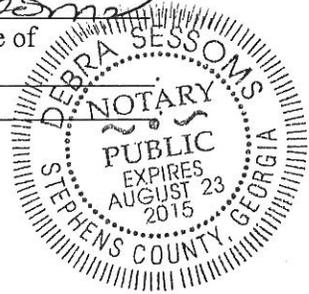
STATE OF GEORGIA  
ENVIRONMENTAL PROTECTION DIVISION  
Judson H. Turner  
Judson H. Turner  
Director

Dated: 10 . 20 . 14

STATE OF GEORGIA  
COUNTY OF STEPHENS

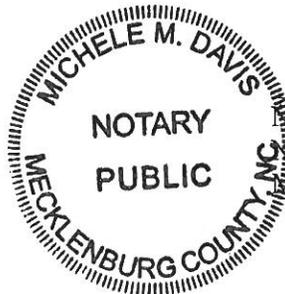
On this 21<sup>st</sup> day of July, 2014, I certify that Debra Cash personally appeared before me, and acknowledged that she/he executed the within and foregoing instrument, and signed said instrument by free and voluntary act, and on oath stated that she/he was authorized to execute said instrument.

Debra Sessions  
Notary Public in and for the State of Georgia, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

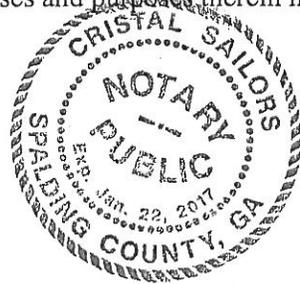
On this 26<sup>th</sup> day of Sept, 2014, I certify that Kurt Inverse personally appeared before me, and acknowledged that he/she is the VP & Treasurer of Coats & Clark, Inc., that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.



Michele M. Davis  
Notary Public in and for the State of North Carolina, residing at 1721 Silveroak h.  
My Commission Expires: 8-28-19

STATE OF GEORGIA  
COUNTY OF Fulton

On this 20<sup>th</sup> day of October, 2014, I certify that Josanth Turner 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 Director of State of Georgia Environmental Protection Division to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in this instrument.



Cristal Sailors  
Notary Public in and for the State of Georgia, residing at Spalding  
My Commission Expires: 1/22/17

**Exhibit "A"**

All that tract or parcel of land situate, lying and being in the Toccoa (440<sup>th</sup>) G.M.D., City of Toccoa, Stephens County, Georgia lying on the Northeast right of way of Clark Street, being known and designated as LOT 12 COATS & CLARK, INC. PROPERTY on a plat of survey thereof by James H. Garrett, Jr., Registered Surveyor, dated August 29, 1957, which is recorded in Plat Book 3, Page 236, Stephens County records, reference to which is hereby made for a more complete description of said property.

The above described property being the same as that conveyed by Warranty Deed from Wanda L. Shirley to Doug Cash April 27, 2000, recorded in Deed Book 469, Pages 181-182, Stephens County records.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Mr. Doug Cash  
 221 Buena Vista Drive  
 Eastanollee, GA 30538

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   Agent  
 Addressee

B. Received by (Printed Name) Doug Cash C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7012 1010 0001 1208 8451