

Georgia Department of Natural Resources

Environmental Protection Division-Land Protection Branch

2 Martin Luther King Jr., Dr., Suite 1054 East, Atlanta, Georgia 30334

(404) 657-8600; Fax (404) 657-0807

Judson H. Turner, Director

March 21, 2014

VIA E-MAIL AND REGULAR MAIL

COPY

Bible Baptist Church, Inc.
c/o Mr. Alan Tanner
4700 Skidaway Road
Savannah, Georgia 31404

Re: Voluntary Remediation Program Semi-Annual Progress Report – February 20, 2014
Martha's Dry Cleaners, HSI Site No. 10764
4608 Skidaway Road, Savannah, Chatham County
Tax Parcel: 2-0120-01-004

Dear Mr. Tanner:

The Georgia Environmental Protection Division (EPD) has reviewed the February 20, 2014, Voluntary Remediation Program Semi-Annual Progress Report submitted for the Martha's Dry Cleaners site in accordance with the Voluntary Remediation Program Act (the Act). We have also considered your concerns and input provided in the February 25, 2014 meeting and evaluated opportunities to provide relief to Bible Baptist Church (BBC) while ensuring compliance with the Act. EPD offers the following comments which should be addressed pursuant to the Act.

1. Based on the recent groundwater sampling results, BBC may switch to annual sampling and reporting for select wells (MW-19, MW-21S, and MW-24), beginning in January 2015. Upon review of the 2015 sampling results, EPD may either request another year of sampling in 2016 or agree that the sampling program may be discontinued and the Compliance Status Report be prepared and submitted.
2. Sampling of the following wells will no longer be required: MW-20, MW-21D, MW-22, and MW-23.
3. Based on the groundwater data presented, the collection of monitored natural attenuation (MNA) parameters during subsequent sampling events will no longer be required.
4. EPD concurs that vertical delineation has been satisfied by MW-21D. Horizontal delineation is complete with the exception of the area of MW-24, which is slightly above the tetrachloroethene standard. BBC may defer delineation to evaluate future monitoring results.
5. A review of additional data reporting for vinyl chloride analysis, from the January 2014 sampling event, provided by Terracon, indicates that no vinyl chloride was detected in groundwater at the site. However, please report all tetrachloroethene breakdown products, including vinyl chloride, in future analysis as this does not add to the cost.
6. A Uniform Environmental Covenant (UEC) to restrict the use of groundwater on the affected parcel will be required as part of the final site remedy. An additional restriction for the parcel that either prevents any building from being constructed over the area of impact, or requires

that a vapor intrusion model be developed and submitted to EPD before any building construction can occur must be included in the environmental covenant.

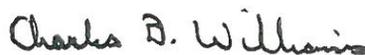
- a. EPD has developed and attached a draft UEC for the Property for your review, revision, and execution. Once finalized and signed by BBC, this UEC should be returned to EPD for signature by the Director. Additional information regarding the UEC Act can be found at <http://www.gaepd.org/Documents/uec.html>.
- b. Prior to signature by the Director, a copy of the environmental covenant must be provided to the entities listed in Activity and/or Use Limitation No. 9 of the UEC.
- c. The State of Georgia will sign the environmental covenant as a "Grantee/Entity with express power to enforce" but not as a "Grantee/Holder".
- d. Once the UEC is signed by all parties it must be recorded with the County Clerk's office.

BBC must address these comments to EPD's satisfaction in order to demonstrate compliance with the provisions, purposes, standards and policies of the Act. EPD may, at its sole discretion, review and comment on documents submitted by BBC. However, failure of EPD to respond to a submittal within any timeframe does not relieve BBC from complying with the provisions, purposes, standards and policies of the Act.

EPD anticipates receipt of the signed UEC and proof of delivery to required entities by September 1, 2014 and receipt of the next VRP Progress Report March 1, 2015.

If you have any questions, please contact Robin S. Futch, PG, PMP at (404) 463-0071.

Sincerely,



Charles D. Williams
Program Manager
Response and Remediation Program

Encl: Draft Uniform Environmental Covenant

c: William S. Anderson III, P.E., Terracon Consultants, Inc. (via email w/o attachment)

File: HSI 10764

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Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

CROSS-REFERENCE: Deed Book:
Page:

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 herein below. The effective date of this Environmental Covenant shall be the date upon which a fully executed original of this Environmental Covenant has been recorded in the deed records maintained by the Clerk of the Superior Court of Chatham County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor:	Bible Baptist Church, Inc. (BBC) c/o Mr. Alan Tanner 4700 Skidaway Road Savannah, Georgia 31404
Grantee/Holder:	Bible Baptist Church, Inc. c/o Mr. Alan Tanner 4700 Skidaway Road Savannah, Georgia 31404
Grantee/Entity with express power to enforce:	State of Georgia Department of Natural Resources Environmental Protection Division ("EPD") 2 Martin Luther King Jr. Drive, SE Suite 1456 East Tower Atlanta, Georgia 30334
Parties with interest in the Property:	Chatham County Public Works Georgia Power Atlanta Gas Light AT&T Comcast City of Savannah Utility Services

Property:

The property subject to this Environmental Covenant (hereinafter "Property") consists of one (1) parcel of land, consisting of approximately 18.82 acres and located in Land Lot 2 of the S.W. Placentia Tract 8 Subdivision of the City of Savannah, Cook Ward, Chatham County, Georgia. A complete legal description of the Property and Permitted Exceptions is attached hereto as Exhibit A and a map of the area is attached hereto as Exhibit B.

Tax Parcel Number:

Tax Parcel: 2-0120-01-004

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]:

- Voluntary Investigation and Remediation Plan and Application dated October 27, 2011
- First VRP Semiannual Progress Report, dated February 20, 2014

These documents are available at the following locations:

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

Bible Baptist Church, Inc.
4700 Skidaway Road
Savannah, Georgia 31404

Description of Contamination and Corrective Action:

This Property 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 Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor against the Property and in favor of BBC as Grantee/Holder and EPD as Grantee/Entity with express power to enforce the covenants set forth herein, and burdens and runs with the Property and is binding on the Grantor, the Grantees, and their respective successors and assigns. This Environmental Covenant is required because of the presence of volatile organic compounds ("VOCs") on the Property, including tetrachloroethene, trichloroethene, and cis-1,2-dichloroethene. These VOCs 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 (limitation on use of groundwater and vapor intrusion evaluation) to protect human health and the environment. Accordingly, this Environmental Covenant imposes such limitations upon the use of the Property.

Grantor hereby declares that the uses to which the Property may be put shall be restricted as expressly set forth below under "Activity and/or Use Limitations," and such covenant shall run with the land and be binding upon Grantor, its successors and assigns in title to the land; further, Grantor hereby grants to BBC and EPD the express right and power to enforce said Activity and/or Use Limitations, together with such other rights as are expressly set forth herein in favor of such parties. 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 Activity and/or Use Limitations contained herein by any person or entity shall not bar subsequent enforcement by such person or entity and shall not be deemed a waiver of the person's or entity'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.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declaration: (i) shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (ii) is perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant and pursuant to O.C.G.A. § 44-16-9; and (iii) shall be binding on all parties and all persons claiming under or through Grantor, 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 or any interest therein occur before such time as this Environmental Covenant has been amended or revoked, then this Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

This Environmental Covenant shall inure to the benefit of BBC, EPD, and their respective successors and assigns and shall be enforceable by the Director of EPD ("Director") or his agents or assigns, as well as BBC 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) days' 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) days' 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 major site work that would affect the Property. The notification shall include a certification that the requirements of this Environmental 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 cross-reference the Deed Book and Page number of the recording location of this 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 March 1st following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Property Evaluation Form attached to this document as Exhibit C. This report should include photographs of the property and will document maintenance and inspection activities and whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). Should the development or potential development of enclosed structure(s) occur 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, a vapor mitigation system or barrier shall be installed and maintained in any enclosed structures built on the affected area shown in Exhibit B.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other use shall be prohibited until HSRA regulated substances are treated to below the applicable RRS for groundwater. Any extracted groundwater from construction or utility work dewatering activities should be managed and disposed of in accordance with applicable rules and regulations. Should any dewatering of groundwater for construction or utility work purposes be necessary, a sanitary sewer system discharge permit should be acquired from Chatham County. The extracted water should be pretreated to Chatham 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. Prior to conducting construction or subsurface utility work that may result in exposure to groundwater, 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 this section.

7. Groundwater Monitoring. The Owner shall sample and analyze the following wells annually: MW-19, MW-21S, and MW-24 for up to two (2) years or a lesser period if approved by EPD unless the Director determines that further monitoring is necessary to protect human health and the environment. Test results shall be submitted to EPD on March 1st of each year.

8. Right of Access. In addition to any rights already possessed by EPD and/or BBC, the Owner shall allow authorized representatives of EPD and BBC the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.

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 Clerk of the Chatham County Superior Court, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days after recording (subject to Owner's receipt of such copy from the Clerk within such time period). Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real

property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) 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 Rules Section 391-3-19-.07, whereupon this 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.* This Environmental Covenant may also be modified upon approval of the Director.

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 in favor of EPD in the Property that is subject to the Environmental Covenant, it being acknowledged and agreed that EPD's interest is limited to that of a third party with right of enforcement. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest in favor of 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 except as set forth on Exhibit A, attached hereto and incorporated herein by reference;
- c) That to Grantor's knowledge, 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 to Grantor's knowledge, 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 numbered Activity and/or Use Limitation (9) above with a true and complete copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That to Grantor's knowledge, this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That to Grantor's knowledge, this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over this 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, Georgia 30334

Bible Baptist Church, Inc. (BBC)
c/o Mr. Alan Tanner
4700 Skidaway Road
Savannah, Georgia 31404

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

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

BIBLE BAPTIST CHURCH, INC.

[Name of Signatory]

[Title]

Dated: _____

WITNESS:

By: _____

Name: _____

Dated: _____

BIBLE BAPTIST CHURCH, INC.

[Name of Person Acknowledging Receipt]

[Title]

Dated: _____

WITNESS:

By: _____

Name: _____

Dated: _____

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

Name: Judson H. Turner

Title: Director

Dated: _____

[CORPORATE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ 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.

Notary Public in and for the State of
Georgia, residing at _____.
My appointment expires _____.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ 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 _____ [type of authority] of _____ [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.

Notary Public in and for the State of
Georgia, residing at _____.
My appointment expires _____.

Exhibit A

Legal Description of Property

Exhibit B

Map Showing Location of Property

Exhibit C

Annual Property Evaluation Form

**Martha's Dry Cleaners, HSI No. 10764
4608 Skidaway Road, Savannah, Chatham County, Georgia
Parcel: 2-0120-01-004**

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Have any enclosed structures been planned or constructed in the area designated as "Area of Impact" on Exhibit B?		
	1a	If yes to 1, has the potential for vapor intrusion been addressed? Please attach a written explanation.		
Exposure	2	Has subsurface site work been conducted in the areas of the property where groundwater concentrations exceed residential cleanup standards (UEC – Exhibit B)?		
	2a	Has groundwater extraction or use for non-remedial purposes occurred?		
	2b	If yes to 2 or 2a, attach a written explanation, including a description regarding whether the requirements of the uniform environmental covenant (UEC) were adhered to.		
Property Instruments	3	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	3a	If no to 3, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	4	Date of inspection:		
	4a	Name of inspector:		
	4b	Photographs showing current land use (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

