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CLERK
2012 MAR 12 PM 7:35
CARROLL COUNTY
GEORGIA

① After Recording Return to:
> John C Stephens
Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1154 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, *eq 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)

FILE COPY

Fee Owner of Property/Grantor: Southwire Company
One Southwire Drive
Carrollton, GA 30119

Grantee/Holder: Southwire Company
One Southwire Drive
Carrollton, GA 30119

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 1154 East
Atlanta, Georgia 30334

Parties with interest in the Property: N/A

Property:

The area subject to this Environmental Covenant is known as Hazardous Waste Management Unit B (hereinafter "Property") and is approximately 2.5 acres entirely within the Copper Division of Southwire Company (hereinafter "Southwire") Carrollton Facility, located at 372 Central High Road in Carrollton, Carroll County, Georgia. The tract of land containing this area was conveyed on July 2, 1970 from Southwire Realty to Southwire recorded in Map CD022901, Page CD022902, Carroll County Records. The area is located in Land Lots 229 and 252 of the 5th District of Carroll County, Georgia. A complete legal description of the Property is attached as Exhibit A and a map of the area is attached as Exhibit B.

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Tax Parcel Number(s):

1100007 of Carroll 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:

- Closure Report dated April 30, 2010, as amended (hereinafter "Closure Report")

This document is available at the following locations:

Georgia Environmental Protection Division
 Land Protection Branch
 Hazardous Waste Corrective Action Program
 2 Martin Luther King, Jr. Drive, SE
 Suite 1154 East
 Atlanta, Georgia 30334

Southwire Company
 One Southwire Drive
 Carrollton, GA 30119

Description of Contamination and Corrective Action:

This property has been remediated subject to the requirements of Resource Conservation Recovery Act (RCRA) hazardous waste facility permit [HW-068(D)]. However, institutional controls are required due to the presence of hazardous waste, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act) and the Georgia Hazardous Waste Management Rules, 391-3-11 (Rules). Contact the property owner or the Georgia Environmental Protection Division for further information concerning this property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Southwire, its successors and assigns, Carroll County Department of Community Development, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because the Property was used for the storage of both hazardous and non-hazardous waste. The hazardous waste, hazardous waste constituents, or hazardous constituents stored of at the Property are listed in the Closure Report. Antimony and copper were identified as constituents of potential concern. Corrective action was not required beyond implementation of institutional controls limiting the use to non-residential activities and prohibiting groundwater use as a source of drinking water to protect human health and the environment.

Grantor, Southwire, 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 Carroll County Department of Community Development and EPD. EPD shall have full right of enforcement and the rights conveyed under this Environmental Covenant pursuant to

the Act and Rules. Failure to timely enforce compliance with the Environmental Covenant or the use or activity limitation 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.

Southwire 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 EPD, Carroll County Department of Community Development, Southwire and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Southwire or its successors and assigns, Carroll County Planning and Building Department 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 the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in the Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. **Periodic Reporting.** Annually, by no later than January 30th of each calendar year, the Owner shall submit to EPD an Annual Report including but not limited to inspection and certification of non-residential use of the Property and that no drinking water wells have been installed on the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.
5. **Activity and Use Limitation(s).** The Property shall be used only for non-residential uses, as defined as any real property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification (SIC)

major groups 01-97 inclusive (except the four-digit codes 4941, 8051, 8059, 8062-3, 8069, 8211, 8221-2, 8351, 8661, and 9223), and defined in and allowed under the Carroll County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in changes to the exposure pathways in the Closure Report dated April 30, 2010 must be evaluated for risk potential and EPD advised accordingly, and approved by EPD prior to implementation.

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.
7. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area. Disturbance or removal of such markers is prohibited.
8. Right of Access. In addition to any rights already possessed by EPD and/or the Carroll County Department of Community Development, the Owner shall allow authorized representatives of EPD and/or Carroll County Department of Community Development the right to enter the Property at reasonable times for the purpose of evaluating the corrective action; to take samples, to inspect the Property to inspect records that are related to the corrective action program, and to determine 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 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) Carroll County Department of Community Development, (2) each person holding a record 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. § 44-16-9, unless and until the Director determines that the Property is no longer subject to the requirements in the Closure Report, whereupon the Environmental Covenant may be amended or revoked in accordance 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

Southwire Company
One Southwire Drive
Carrollton, GA 30119

Carroll County Department of Community Development
432 College Street
Carrollton GA 30117

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 7th day of February, 2012.

SOUTHWIRE COMPANY

Jeff Hemi
[Name of Person Acknowledging Receipt]

Dated: 12/11/2011

SOUTHWIRE COMPANY AS HOLDER

Jeff Hemi
[Name of Person Acknowledging Receipt]

Dated: 12/11/2011

CARROLL COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT

Lee W. Gorman

[Name of Person Acknowledging Receipt]
[Title]

Dated: 1/11/2012

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

Judson H. Turner
Judson H. Turner

Director, Georgia Environmental Protection Division

Dated: 2-7-2012

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STATE OF Georgia
COUNTY OF Fulton

[INDIVIDUAL ACKNOWLEDGMENT]

On this 7th day of February, 2012, I certify that Judson H. Turner 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.

Yolanda P. Fanning
Notary Public in and for the State of Georgia, residing at Henry County.
My appointment expires Sept. 29, 2013.

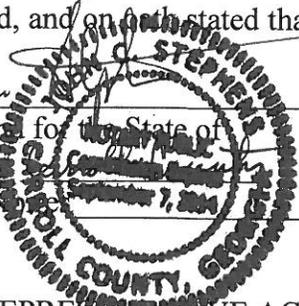


[CORPORATE ACKNOWLEDGMENT]

STATE OF GEORGIA
COUNTY OF CARROLL

On this 14th day of December, 2011, I certify that Jeff Herrin personally appeared before me, acknowledged that he is the Executive Vice-president – Operations 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.

Stephens
Notary Public in and for the State of Georgia, residing at Carroll County.
My appointment expires September 7, 2014.



[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF GEORGIA
COUNTY OF CARROLL

On this 1/11/2012 day of January, 2012, I certify that Lee W. Gorman 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 the Carroll County Department of Community Development] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Valerie E. Walker
Notary Public in and for the State of Georgia, residing at Carroll City.
My appointment expires 5-3-14.

Exhibit A-1

Legal Description for Southwire Carrollton HWMU B

All that tract or parcel of land lying and being located in Land Lot 219, 5th District, Carroll County, Georgia and being more particularly described as follows, To reach the Point of Beginning commence at the intersection of the centerline of Norfolk Southern Railroad and the centerline of Central High School Road thence running North 03°43'32" West for a distance of 646.45 feet to a point and the True Point of Beginning, thence running North 52°02'17" West along the face of a wall for a distance of 129.02 feet to a point, thence running North 38°44'37" East along the face of a wall for a distance of 3.26 feet to a point, thence running North 52°02'20" West along the face of a wall for a distance of 240.63 feet to a point, thence running North 06°53'58" West along the face of a wall for a distance of 167.41 feet to a point, thence running North 38°10'12" East for a distance of 135.22 feet to a point, thence running South 47°45'59" East for a distance of 53.89 feet to a metal post, thence running South 47°45'59" East for a distance of 434.66 feet to a point, thence running South 37°57'26" West for a distance of 220.75 feet to The Point of Beginning.

Said tract contains 2.49 acres according to a survey prepared by Georgia and West Inc. dated March 28, 2011.

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Exhibit A-2

Legal Description for Southwire Carrollton Copper Division

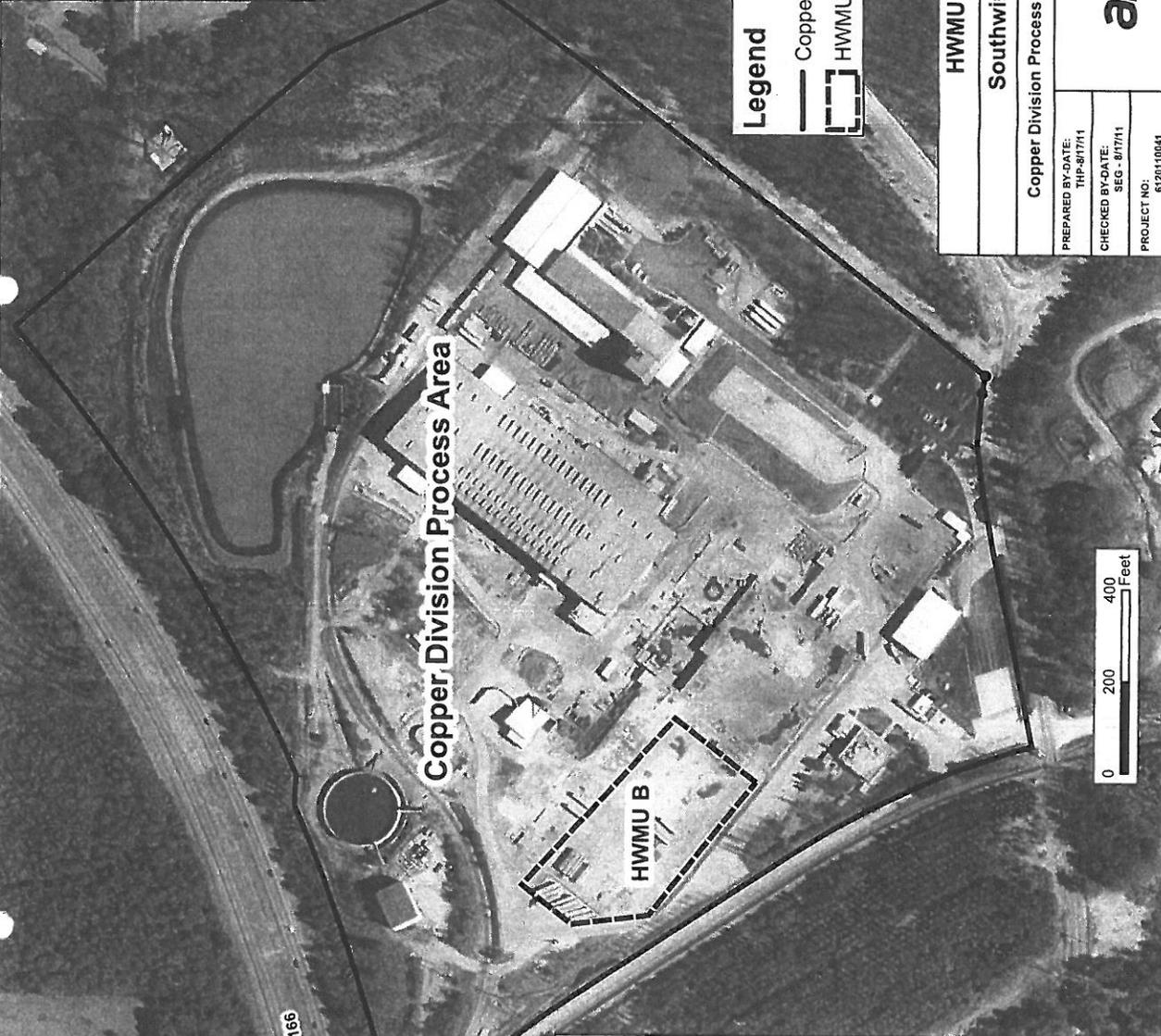
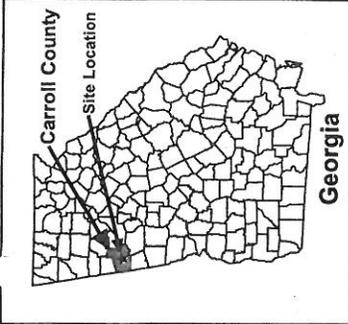
All that tract or parcel of land lying and being located in Land Lot 229, 230 and 252 of the Fifth District, Carroll County, Georgia and being more particularly described as follows:

Beginning at the intersection of the north right of way of Central Road and the east right of way of Norfolk Southern Railroad, thence running North $16^{\circ}12'17''$ West along the east right of way of Norfolk Southern Railroad for a distance of 42.50 feet to a point, thence running North $19^{\circ}07'40''$ West along said railroad for a distance of 131.26 feet to a point, thence running North $22^{\circ}45'53''$ West along said railroad for a distance of 103.13 feet to a point, thence continuing along said railroad and running North $26^{\circ}00'01''$ West for a distance of 102.60 feet to a point, thence continuing along said railroad and running North $29^{\circ}06'54''$ West for a distance of 97.74 feet to a point, thence continuing along said railroad and running North $31^{\circ}32'45''$ West for a distance of 104.12 feet to a point, thence continuing along said railroad and running North $33^{\circ}07'41''$ West for a distance of 102.63 feet to a point, thence continuing along said railroad and running North $33^{\circ}23'37''$ West for a distance of 104.69 feet to a point, thence continuing along said railroad and running North $33^{\circ}23'51''$ West for a distance of 99.67 feet to a point, thence continuing along said railroad and running North $33^{\circ}29'29''$ West for a distance of 102.59 feet to a point, thence continuing along said railroad and running North $33^{\circ}41'18''$ West for a distance of 99.23 feet to a point, thence continuing along said railroad and running North $34^{\circ}08'05''$ West for a distance of 104.26 feet to a point, thence continuing along said railroad and running North $36^{\circ}18'49''$ West for a distance of 103.42 feet to a point, thence continuing along said railroad and running North $39^{\circ}22'38''$ West for a distance of 101.16 feet to a point, thence continuing along said railroad and running North $41^{\circ}59'25''$ West for a distance of 104.41 feet to a point, thence continuing along said railroad and running North $43^{\circ}10'58''$ West for a distance of 116.28 feet to a point on the south right of way of Georgia Highway 166, thence continuing along the south right of way of Georgia Highway 166 and running curvilinearly along a curve having an arc of 754.77 feet and a chord running North $72^{\circ}02'24''$ East for a distance of 753.63 feet to a point on the south line of Land Lot 230, thence running South $87^{\circ}57'02''$ East along the south line of Land Lot 230 for a distance of 68.58 feet to a point, thence continuing along the south right of way of Georgia Highway 166 and running curvilinearly along a curve having an arc of 1,157.15 feet and a chord running North $57^{\circ}25'05''$ East for a distance of 1,153.12 feet to a point, thence running South $41^{\circ}27'25''$ East for a distance of 320.29 feet to a point, thence running South $41^{\circ}29'06''$ East for a distance of 589.51 feet to a point on the south line of Land Lot 230, thence running South $25^{\circ}13'44''$ East for a distance of 357.24 feet to a point, thence running South $37^{\circ}58'19''$ West for a distance of 1,061.35 feet to a point on the north right of way of Central Road, thence running North $79^{\circ}31'21''$ West along the north right of way of Central Road for a distance of 38.88 feet to a point, thence continuing along said road and running North $85^{\circ}03'19''$ West for a distance of 111.33 feet to a point, thence continuing along said road and running South $83^{\circ}07'33''$ West for a distance of 108.82 feet to a point, thence continuing along said road and

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running South $79^{\circ}43'24''$ West for a distance of 129.05 feet to a point, thence continuing along said road and running South $78^{\circ}15'43''$ West for a distance of 221.25 feet to a point, thence continuing along said road and running South $78^{\circ}43'28''$ West for a distance of 209.18 feet to the Point of Beginning.

Said tract contains 69.49 acres according to a survey prepared by Georgia and West, Inc. dated August 29, 2011.



Legend

- Copper Division Process Area
- HWMU B

HWMU B Closure
Southwire Carrollton
Copper Division Process Area / HWMU B Location Map

PREPARED BY-DATE: IHP-8/17/11
CHECKED BY-DATE: SEG - 8/17/11
PROJECT NO: 6126110041

ameco

FIGURE:
B-2
Exhibit B

