

✓ Ronald woody
72 Oak Walk
Villa Rica Ga. 30180
After Recording Return to:

FILED



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Fee Amt: \$32.00 Page 1 of 11
Douglas County Georgia
RHONDA G PAYNE Clerk Superior Court

12 APR 12 AM 9:33

SUPERIOR COURT
DOUGLAS COUNTY, GA
RHONDA G PAYNE CLK

BK 3010 PG 186-196

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

Environmental Covenant

ink

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: Mr. Ronald Woody
72 Oak Walk
Villa Rica, Georgia 31080

Grantee/Holder: Mr. Ronald Woody
72 Oak Walk
Villa Rica, Georgia 31080

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, Georgia 30334

Parties with interest in the Property: Waste Industries, LLC
c/o Richard Johnson
2699 Cochran Industrial Boulevard
Douglasville, Georgia 30134

Property:

The area subject to this Environmental Covenant is the property located at 7930 West Bankhead Highway, Douglasville, Douglas County, Georgia (hereinafter "property"). This tract of land was conveyed on January 28, 1988 from Larry W. Jackson to Ronald Woody recorded in Deed Book 592, Page 451, Douglas County Records. The property is located in the 2nd District and 5th Section of Douglas County, Georgia and covers 4.31 acres. A complete legal description of the property is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Numbers: 01900250090 and 01890250017 of Douglas County, Georgia

Name and Location of Administrative Records:

11

The corrective action at the property that is the subject of this Environmental Covenant is described in Exhibit C (Annual Property Evaluation Form) of this covenant. Additional documentation is available at the following locations in the files for HSI No. 10256:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 East Tower
Atlanta, Georgia 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

7930 West Bankhead Highway
Douglasville, Georgia 30314

Description of Contamination and Corrective Action:

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 Ronald Woody, his successors and assigns, Ronald Woody as Holder, 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 lead occurred on the Property. Lead is a "regulated substance" 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 (limits property usage to non-residential) to protect human health and the environment.

Grantor, Ronald Woody hereby binds Grantor, his 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 Ronald Woody as Holder 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.

Ronald Woody 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 Ronald Woody as Holder, EPD, Ronald Woody and his respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Ronald Woody as Holder or his successors and assigns, Ronald Woody 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. 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.
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. 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 January 30th, 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). 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 the Douglas County 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 the release of, or exposure to, the regulated substances, or create a new exposure pathway is prohibited.
6. Right of Access. In addition to any rights already possessed by EPD and/or Ronald Woody as Holder, the Owner shall allow authorized representatives of EPD and/or Ronald Woody as Holder 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.
7. 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 Douglas 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) Ronald Woody as Holder, (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.
8. 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 or 2 Risk Reduction Standards, as defined in Section 391-3-19-.07 of

the Rules, 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.*

9. 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.
10. 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 7 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

Mr. Ronald Woody
72 Oak Walk
Villa Rica, Georgia 31080

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 1st day of March, 2012

RONALD WOODY

Ronald woody
Ronald Woody

Dated: 1/3/12

RONALD WOODY AS HOLDER

Ronald woody
Ronald Woody as Holder

Dated: 1/3/12

WASTE INDUSTRIES, LLC AS LESSEE

Frank Lorick
(Signature)
FRANK LORICK, Area VP
(Printed name, Title)

Dated: 12/1/2011

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Judson H. Turner
Judson H. Turner
Director

Dated: 3-28-2012

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF Georgia
COUNTY OF Douglas

On this 3rd day of January, 2012, I certify that Ronald Woody 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.

Mona Wood
Notary Public in and for the State of
Georgia, residing at Carroll.
My appointment expires _____
My Commission Expires
26th Day Of August, 2013

[CORPORATE ACKNOWLEDGMENT]

STATE OF Georgia
COUNTY OF Fulton

On this 1st day of December, 2011, I certify that Franklin Wick personally appeared before me, acknowledged that he/she is the Area VP 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.

Barbara Robinson
Notary Public in and for the State of
Georgia, residing at _____
My appointment expires 7/29/12.



[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF Fulton

On this 28th day of March, 2012, I certify that Judson H. 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 [type of authority] of Georgia EPD [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.

Deborah H. Moore
Notary Public in and for the State of
Georgia, residing at Douglas Cty.
My appointment expires April 10, 2013.



Exhibit A

BK 3010 PG 192

WARRANTY DEED

FILED 2-16-88
TIME 3:00 PM
JANE C. WILLIAMS
DOUGLAS, CO. GA.

STATE OF GEORGIA COUNTY OF DOUGLAS

THIS INDENTURE, Made the 28th day of January, in the year one thousand nine hundred eighty-eight (1988), between

LARRY W. JACKSON

of the County of Douglas, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

RONALD HOODY

as party or parties of the second part, hereinafter called 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 DOLLARS (\$10.00) and other valuable consideration DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

TRACT ONE

ALL THAT TRACT and parcel of land lying and being in Land Lot 190 of the 2nd District and 5th Section of Douglas County, Georgia, and being Tract No. 9 as shown upon Plat of a Portion of the Property of B. H. McWhorter which is recorded in the real property records of Douglas County, Georgia, in Plat Book 1, Page 355 (said plat being made a part hereof by this reference thereto), and being more particularly described as follows:

BEGINNING AT A POINT and established corner located on the southerly side of Bankhead Highway (a/k/a U.S. Highway No. 78) at its point of intersection with the westerly land lot line of Land Lot No. 190; running thence in a northeasterly direction and along the southerly side of Bankhead Highway a distance of 208.0 feet to a point and corner; running thence in a southerly direction a distance of 855.9 feet to a point and established corner located on the southerly land lot line of Land Lot No. 190; running thence in a westerly direction and along the southerly land lot line of Land Lot No. 190 a distance of 208.0 feet to a point located at the southwesterly land lot corner of Land Lot No. 190; running thence in a northerly direction and along the westerly land lot line of Land Lot No. 190 a distance of 782.0 feet to a point and corner located on the southerly side of Bankhead Highway at its point of intersection with the westerly land lot line of Land Lot No. 190, same being the point of beginning.

TRACT TWO

ALL THAT TRACT and parcel of land lying and being in Land Lot 189 of the 2nd District and 5th Section of Douglas County, Georgia, and being Tract No. 8 as shown upon Plat of a Portion of the Property of B. H. McWhorter which is recorded in the real property records of Douglas County, Georgia, in Plat Book 1, Page 355 (said plat being made a part hereof by this reference thereto), and being more particularly described as follows:

BEGINNING AT A POINT and established corner located on the southerly side of Bankhead Highway (a/k/a U.S. Highway No. 78) at its point of intersection with the easterly land lot line of Land Lot No. 189; running thence in a westerly direction and along the southerly side of Bankhead Highway a distance of 100.0 feet to a point and established corner; running thence in a southerly direction and parallel with the easterly land lot line of Land Lot No. 189 a distance of 746.4 feet to a point and established corner located on the southerly land lot line of Land Lot No. 189; running thence in an easterly direction and along the southerly land lot line of Land Lot No. 189 a distance of 100.0 feet to a point located at the southeasterly land lot corner of Land Lot No. 189; running thence in a northerly direction and along the easterly land lot line of Land Lot No. 189 a distance of 782.0 feet to a point and established corner located on the southerly side of Bankhead Highway at its point of intersection with the easterly land lot line of Land Lot No. 189, same being the point of beginning.

LESS AND EXCEPT any and all portions of caption property lying within the right-of-way of Bankhead Highway, a/k/a U.S. Highway No. 78.

Douglas County, Georgia
Real Estate Tax Assessor

\$ 190.00 Date 2-16-88
Jane C. Williams
Clerk Superior Court

BOOK 592 PAGE 451

This deed is made and taken subject to that lien of security deed to First Fulton Bank & Trust dated August 30, 1985 and recorded in the real property records of Douglas County, Georgia, in Deed Book 494, Page 107. The grantee herein has not assumed the indebtedness secured thereby, but said indebtedness shall remain the responsibility and obligation of the grantor herein who covenants and agrees to make all future installments thereon as same shall become due and payable.

This deed is further made and taken subject to the 1987 State/County real property taxes which Grantee shall pay.

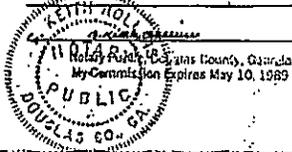
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

Larry W. Jackson (Seal)
LARRY W. JACKSON (Seal)



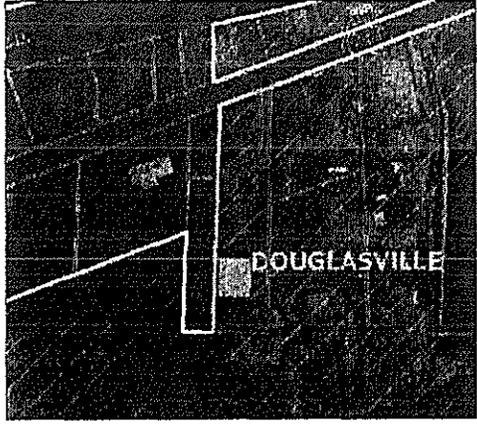
RECORDED Feb. 18, 1988 (Seal)
JANE C. WILLIAMS, CLERK
SUPERIOR COURT, DOUGLAS CO.

BOOK 592 PAGE 452

WARRANTY DEED	FROM	TO
	GEORGIA, County of _____ Clerk's Office, Superior Court	
Filed for Record _____ day _____ RECORDING INFORMATION JANE C. WILLIAMS Clerk's Office, Recorded in Deed		
Book _____	Folio _____	19 _____
B. Keith Rollins, P.C. Attorney at Law 6782 West Broad Street Douglasville, Georgia 30134 (404) 949-3400		

FILE IN

Assessor Report	Parcel Number 01900250090 <i>lot 2</i>
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Owner Information	
Current Owner	WOODY, RONALD
Mailing Address 1	
Mailing Address 2	72 OAK WALK
Mailing Address 3	
City	VILLA RICA
State	GA
Zip Code	30180

*Please note: Questions regarding this information should be directed to the Douglas County Appraisal Department at (770)920-7228

Property Information			
Property Address	7930 HWY 78 W	Acres	2.97
Legal Description	BLDG/2.97 ACRES, PART OF LOT #9, B. H. MCWHOR	Landlot/District	190 /25
Class Code (Not Zoning)	Commercial	Special	3
Neighborhood	DOUGLAS COUNTY COMMERCIAL	Tax District	DOUGLASVILLE
Homestead Exemption	S0	Water	No Water
Topography	Rolling	Sewer	No Sewer
Drainage	Good	Electric	No Electricity
Road Class	County	Gas	Tank Gas
Parcel Road Access	Unpaved		

2011 Values				
Land	Improvements	Accessories	Total Value	Previous Value
\$124,600	\$647,100	\$24,200	\$795,900	\$795,900

Land Information			
Type	Description	Acres	Soil Productivity
RES	0	2.97	NA

Accessory Information			
Description	Year Built	Dimensions/Units	Value
Paving-Conc.(O) 4" >10000	2007	0x0 15500.00	\$24,200

Commercial Improvements					
Description	Year Built	Square Feet	Exterior Walls	Value	Images
Storage Warehouse-5	2007	17550		\$585,400	Photo Sketch
Office Buildings-5	2007	720		\$61,700	Photo Sketch

Assessor Report	Parcel Number 01890250017 <i>247</i>
	Owner Information
	Current Owner: WOODY, RONALD Mailing Address 1: Mailing Address 2: 72 OAK WALK Mailing Address 3: City: VILLA RICA State: GA Zip Code: 30180

*Please note: Questions regarding this information should be directed to the Douglas County Appraisal Department at (770)920-7228

Property Information			
Property Address	7930 HWY 78 W	Acres	1.34
Legal Description	V/1.34 ACRES, PART OF LOT #8, B. H. MCWHOR	Landlot/District	189 /25
Class Code (Not Zoning)	Industrial	Special	3
Neighborhood	DOUGLAS COUNTY INDUSTRIAL	Tax District	COUNTY
Homestead Exemption	\$0	Water	Public
Topography	Rolling	Sewer	Septic Tank
Drainage	Good	Electric	Electricity
Road Class	State	Gas	Pipe Gas
Parcel Road Access	Paved		

2011 Values				
Land	Improvements	Accessories	Total Value	Previous Value
\$65,500	\$0	\$0	\$65,500	\$65,500

Land Information			
Type	Description	Acres	Soil Productivity
RES	0	1.34	NA

Exhibit C
Annual Property Evaluation Form

Former CR&A Battery, HSI Site No. 10256

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any 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 major group..."		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
Exposure	2	Are site workers expected to be directly exposed to soils that do not meet residential standards at this HSRA site in excess of 250 days per year?		
	2a	If yes to 2, are these same site workers expected to be exposed to soils at this HSRA site in excess of 25 years throughout their career?		
Erosion	3	Is there evidence of soil erosion in the remedial areas of the property?		
	3a	If yes to 3, is there evidence of erosion of these soils to off-property areas?		
	3b	If yes to 3a, are corrective measures being taken?		
	3c	If yes to 2, 3, 3a, and/or 3b, provide written explanation (attached) to the EPD within 30 days.		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	4a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	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

RECORDED

APR 30 2012

Rhonda G. Payne
Clerk Superior Court
Douglas County, GA