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ATTORNEYS AT LAW

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P.O. DRAWER 1408

TOCCOA, GEORGIA 30577

706-886-3178
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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 8512

Mr. William Morse
City of Toccoa
P. O. Box 579
Toccoa, GA 30577

Re: 25.08 Acres, Clark Street
Toccoa, Stephens County, GA

Dear Billy:

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

- 1) Copy of Environmental Covenant between City of Toccoa, Coats & Clark, Inc. and State of Georgia Environmental Protection Division which is recorded in Deed Book 1052, Pages 150-155 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

COPY

STEPHENS COUNTY
CLERK OF COURT
TIMOTHY D. QUICK, CLERK
BOOK 1052 PAGE 150-155
2014 NOV 3 PM 3 55

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: 155
Page: 704

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:

City of Toccoa, Georgia
A Municipal Corporation
P. O. Box 579
Toccoa, GA 30577

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:

City of Toccoa, Georgia
A Municipal Corporation
P. O. Box 579
Toccoa, GA 30577

Property:

The area subject to this Environmental Covenant is the 25.08 acres located at or near the terminus of Clark Street in Toccoa, Stephens County, Georgia (hereinafter "property"). This tract of land was conveyed on July 1, 1980 from Thomas A. Arrendale, Jr. to City of Toccoa, Georgia,

A Municipal Corporation recorded in Deed Book 155, Page 704, Stephens County records. A complete legal description of the property is attached as Exhibit "A."

Tax Parcels Numbers:

Tax ID T10-123 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 City of Toccoa, Georgia, A Municipal Corporation, its 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, City of Toccoa, Georgia, A Municipal Corporation (hereinafter "City of Toccoa"), 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.

City of Toccoa, Georgia, A Municipal Corporation 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, City of Toccoa, Georgia, A Municipal Corporation and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Coats & Clark Inc., or its successors and assigns, City of Toccoa, Georgia, A Municipal Corporation 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 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.

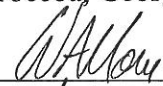
Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, Georgia 30334

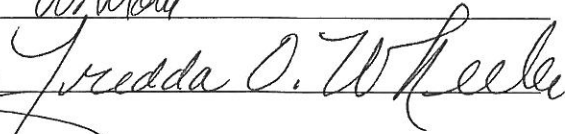
Coats & Clark Inc.
374 Coats Drive
Toccoa, GA 30577-7986

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 20th day of October, 2014.

City of Toccoa, Georgia, A Municipal Corporation

By: 

Attest:



Coats & Clark Inc.

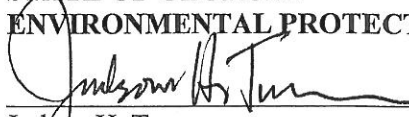
By: 


Unofficial Witness


Unofficial Witness


Unofficial Witness

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION


Judson H. Turner
Director

Dated: 10.20.14

[CORPORATE ACKNOWLEDGMENT]

STATE OF GEORGIA
COUNTY OF STEPHENS

On this 13 day of May, 2014, I certify that William A. Monse personally appeared before me, and acknowledged that he/she is the City Manager of City of Toccoa, Georgia, A Municipal 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.

Jan S. Crawford

Notary Public in and for the State of

Georgia, residing at Toccoa

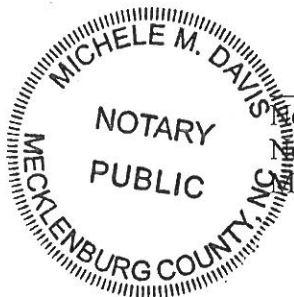
My Commission Expires:

JAN TAYLOR CRAWFORD
NOTARY PUBLIC
STEPHENS COUNTY, GEORGIA
MY COMMISSION EXPIRES
APRIL 13, 2015

[CORPORATE ACKNOWLEDGMENT]

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 24th day of Sept, 2014, I certify that Kurt Inavese 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

My Commission Expires:

12221 Silveroak Ln
8-28-19

[REPRESENTATIVE ACKNOWLEDGMENT]

STATE OF GEORGIA
COUNTY OF Fulton

On this 20th day of October, 2014, 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 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 440th District, G.M., Stephens County, Georgia and within the City Limits of the City of Toccoa and being more particularly described as follows: BEGINNING at an iron pin corner located at the end of the West right of way of Clark Street next to property now or formerly of Coats & Clark, Inc.; thence North 06 degrees 26 minutes West 157.34 feet to a point; thence South 83 degrees 08 minutes West 831.55 feet along property of Coats & Clark to a point; thence North 25 degrees 00 minutes West 200.0 feet to a point; thence North 83 degrees 30 minutes East 100.0 feet to a point; thence North 24 degrees 30 minutes West 55.0 feet to a point; thence North 02 degrees 00 minutes West 843.0 feet along property of Ramey, Blackwell and Coats & Clark, Inc. to a point; thence North 77 degrees 43 minutes East 709.8 feet to a point; thence South 11 degrees 02 minutes East 611.16 feet to a point on the branch; thence South 55 degrees 21 minutes East 125.32 feet to a point; thence North 86 degrees 47 minutes East 37.97 feet to a point; thence North 44 degrees 05 minutes East 29.19 feet to a point; thence North 40 degrees 35 minutes East 26.81 feet to a point; thence North 22 degrees 24 minutes East 37.13 feet to a point; thence South 71 degrees 04 minutes East 162.05 feet to a point thence South 07 degrees 26 minutes East 90.59 feet to a point; thence South 78 degrees 33 minutes East 41.03 feet to a point thence South 26 degrees 53 minutes East 113.93 feet to a point; thence North 54 degrees 28 minutes 34.41 feet to a point; thence South 18 degrees 02 minutes West 279.07 feet to a point; thence North 64 degrees 11 minutes West 94.64 feet to a point; thence South 29 degrees 17 minutes West 173.27 feet to a point; thence South 03 degrees 38 minutes West 70.48 feet to a point; thence South 83 degrees 10 minutes West 160.0 feet to the beginning iron pin corner, and containing 25.08 acres according to plat by Clelland A. Tyson, taken from survey of A. B. Turnbull dated February 6, 1967.

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. William Morse
City of Toccoa
P. O. Box 579
Toccoa, GA 30577

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

Tim Findley

C. Date of Delivery

12-3-14

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 8512

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540