

COPY

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TOCCOA, GEORGIA 30577

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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 8505

Ms. Mary Crane
f/k/a Mary Faye Mears
1074 Hwy 145
Eastanollee, GA 30538

Re: 154 North Pine Street
Toccoa, Stephens County, GA

Dear Ms. Crane:

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

- 1) Copy of Environmental Covenant between Mary Crane f/k/a Mary Faye Mears, Coats & Clark, Inc. and State of Georgia Environmental Protection Division which is recorded in Deed Book 1052, Pages 156-161 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 156-161
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: 320,
Page 216

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:	Mary Crane f/k/a Mary Faye Mears 154 N. Pine Street 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:	Mary Crane f/k/a Mary Faye Mears 154 N. Pine Street Toccoa, GA 30577

Property:

The area subject to this Environmental Covenant is Tract No. 2 of the Odis Hunt Property, Pine Street. Property located at 154 North Pine Street, Toccoa, Stephens County, Georgia 30577 (hereinafter "property"). This tract of land was conveyed by Warranty Deed dated December 31, 1994 from Johna Alexander a/k/a John A. Alexander to Dora Belle Alexander for life (Life Estate) and the remainder to Mary Faye Mears in fee simple recorded in Deed Book 320, Page 216, Stephens County records. A complete legal description of the property is attached as Exhibit "A."

Tax Parcel Number:

Tax ID T10-061 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 Mary Faye Mears, her 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, Mary Faye Mears (hereinafter "Mears"), hereby binds Grantor, her 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.

Mary Faye Mears 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, Mary Faye Mears and her respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Coats & Clark Inc., or its successors and assigns, Mary Faye Mears or her 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.

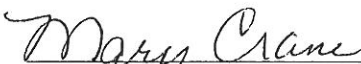
Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

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 22nd day of May, 2014.


Unofficial Witness

 (Seal)
Mary Crane f/k/a Mary Faye Mears

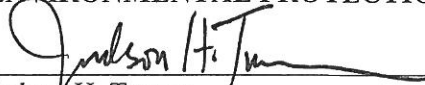

Unofficial Witness

Coats & Clark Inc.

By: 


Unofficial Witness

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

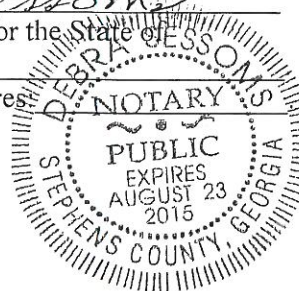

Judson H. Turner
Director

Dated: 10.20.14

STATE OF GEORGIA
COUNTY OF STEPHENS

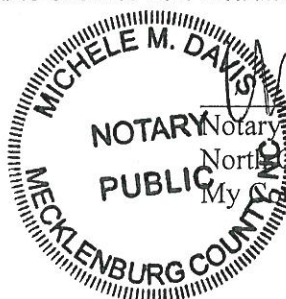
On this 22nd day of July, 2014, I certify that Mary Crane f/k/a Mary Faye Mears personally appeared before me, and acknowledged that she executed the within and foregoing instrument, and signed said instrument by free and voluntary act, and on oath stated that she was authorized to execute said instrument.

Debra Sessom
Notary Public in and for the State of
Georgia, residing at _____
My Commission Expires _____



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 26th day of Sept, 2014, I certify that Kurt Traverser 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 12221 Silveroak Ln.
My Commission Expires: 8-28-19

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.



Crista 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 lying and being within the Corporate Limits of the City of Toccoa, Stephens County, Georgia and more particularly described as follows, to-wit: BEGINNING at an iron pin corner at dead end of Pine Street at line of Tract No. 3, now or formerly Joe Hunt, Jr. property; thence running along now or formerly Joe Hunt, Jr. property line North 12 degrees 19' West (72.0) feet to an iron pin corner; North 67 degrees 50' West (154.0) feet to iron pin corner at branch; and the Thread Mill Property line thence running along said branch as line North 22 degrees 50' East (227.1) feet to an iron pin corner; thence running along now or formerly Joe Kimsey property line South 64 degrees 10' East (91.0) feet to an iron pin corner; thence running along other property of now or formerly Joe Kimsey South 47 degrees 04' East (333.9) feet to an iron pin at Oak; thence running along other property of now or formerly Joe Kimsey South 3 degrees 04' East (48.1) feet; thence running South 82 degrees 17' West (52.8) feet to an iron pin; thence running along the North line of Tract No. 1, now or formerly Hugh Sharp property line South 82 degrees 17' West (75) feet to an iron pin; thence running along the North line of now or formerly Deed Griffin property South 83 degrees 43' West (92.5) feet to an iron pin corner; thence North 84 degrees 17' West (40.4) feet back to the iron pin point of beginning and being all of Tract No. 2, of the Odis Hunt Property, all according to plat of survey by J. G. King, Georgia Registered No. 679, Baldwin, Georgia, dated March, 1964, reference being made to said plat of survey and made a part of this description. Said premises has a frame dwelling situated thereon. Reference is hereby made to two 14 ft. driveways as shown on said plat for use of City Gas Dept. and City Water Department in event of a breakdown in water or gas line only; otherwise, said driveways are private property of John Alexander.

The above described property being the same as that conveyed by Warranty Deed dated December 31, 1994 from Johna Alexander a/k/a John A. Alexander to Dora Belle Alexander for life (Life Estate) and the remainder to Mary Faye Mears in fee simple recorded in Deed Book 320, Page 216, Stephens County records. The said Dora Belle Alexander died September 10, 2004.