

**FILE COPY**

taylor | english

**RECEIVED**  
Georgia EPD

Craig K. Pendergrast  
Direct Dial: 678.336.7245  
cpendergrast@taylorenghish.com

JAN 7 2013

January 3, 2013

**Response and Remediation Program**

**Via Certified Mail No. 7011-2970-0003-4397-9277**  
**Return Receipt Requested**

Judson H. Turner  
Director, Environmental Protection Division  
Georgia Department of Natural Resources  
2 Martin Luther King Jr. Drive  
Suite 1152, East Tower  
Atlanta, GA 30334

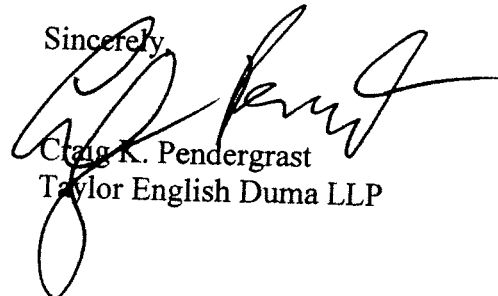
Re: Environmental Covenant; former Square D Company Site;  
HSI No. 10829  
1401 Marietta Boulevard, Atlanta, Fulton County, Georgia

Dear Mr. Turner:

Per the instructions in your letter dated October 18, 2011, enclosed for GAEPD's safe-keeping is the original, fully-executed Environmental Covenant with regard to the above-referenced HSI site, as recorded in the real estate records of Fulton County, Georgia at Deed Book 51868, Page 40, on November 7, 2012.

Also enclosed is an Affidavit of Mailing of Notices, signed by me, which certifies my mailing of copies of the recorded, file-stamped Environmental Covenant to adjacent landowners, the Grantor and Holder of the Environmental Covenant, and to the governments of the City of Atlanta and Fulton County.

Sincerely,



Craig K. Pendergrast  
Taylor English Duma LLP

CKP:mla

cc: Kristen Ritter Rivera  
Marian Hwang, Esq. (counsel to Art Laminating & Finishing, LLC)  
Bonnie Barnett (counsel to Schneider Electric, formerly known as Square D Company)  
John and Lynne Buchanan

Enclosures

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

### Environmental Covenant

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:**

Art Laminating & Finishing, LLC  
2701 Wilmarco Avenue  
Baltimore, MD 21223

**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, GA 30334

**Parties with security interest  
in the Property:**

Lynne and John Buchanan  
4163 Chimney Heights, NE  
Roswell, GA 30075

**Holder:**

Lynne and John Buchanan  
4163 Chimney Heights, NE  
Roswell, GA 30075

**Property:**

The property subject to this Environmental Covenant is an approximately 3.5 acre tract owned by Art Laminating & Finishing, LLC located at 1401 Marietta Boulevard, Atlanta, Fulton County, Georgia, as more fully described at Exhibit A hereto (hereinafter "Property"). The Property consists of an approximately 73,000 square foot one-story high-bay building, a small attached shed, and a surrounding asphalt-covered area. The Property was conveyed on August 2, 2007 from John E. and Rebecca Lynne Buchanan to Art Laminating & Finishing, LLC by deed recorded in Deed Book 45561, Page 214 of the Fulton County, Georgia real estate records. The Property is subject to a Deed to Secure Debt and Security Agreement dated August 2, 2007 by Art Laminating & Finishing, LLC in favor of John E. and Rebecca Lynne Buchanan, recorded in Deed Book 45561, Page 217 of the Fulton County, Georgia real estate records. The Property is located in Land Lot 191 of the 17th District of Fulton County, Georgia. The Property is bounded to the north by industrial development; to the east by residential development; to the south by mixed residential and commercial development; and to the west

by Marietta Boulevard with industrial development to its west. A map of the area is attached at Exhibit B.

**Tax Parcel Number(s):**

17-0191-0007-045-1, Fulton 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 documents:

- Prospective Purchaser Corrective Action Plan ("PPCAP"), on behalf of Art Laminating and Finishing, LLC, Former Square D Company Site, 1401 Marietta Boulevard, Atlanta, Fulton County, Georgia, HSI Site No. 10829, July 17, 2007.
- Prospective Purchaser Compliance Status Report ("PPCSR"), on behalf of Art Laminating and Finishing, LLC, Former Square D Company Site, 1401 Marietta Boulevard, Atlanta, Fulton County, Georgia, HSI Site No. 10829, May 8, 2012, as revised June 20, 2012.

These documents are available at the following location:

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

**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 and the Georgia Hazardous Site Reuse and Redevelopment Act.

1. This Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Art Laminating & Finishing, LLC, on behalf of itself and its successors and assigns, Lynne and John Buchanan, as Holder, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") and its successors and assigns.
2. This Environmental Covenant, in combination with the engineering controls consisting of the building foundation/cap described below, constitutes the corrective action ("Corrective Action") for the below-described regulated substances in soil at the Property, which Corrective Action is required to

satisfy the requirements of Type 5 Risk Reduction Standards ("RRS") as set forth in the rules ("Rules") promulgated under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.* ("HSRA"). On July 17, 2007, the above-referenced PPCAP was submitted to EPD which requested a limitation of liability for the Property pursuant to Section 12-8-200 *et seq.* of the Hazardous Site Reuse and Redevelopment Act ("HSRRA"). In response, EPD issued a conditional limitation of liability letter, dated July 30, 2007, which granted Grantor the limitation of liability provided by HSRRA, subject to certain conditions, including EPD's approval of a Prospective Purchaser Compliance Status Report certifying compliance with an applicable RRS for soils at the Property. On May 8, 2012, the PPCSR was submitted to EPD which certified compliance with the Type 5 RRS for certain regulated substances in soil underlying the building at the Property and with the Type 1 RRS for all other regulated substances in soils at the Property. On June 20, 2012, the PPCSR was revised and resubmitted to EPD in response to EPD comments. By letter dated June 28, 2012, EPD issued its concurrence with the PPCSR as revised and satisfaction of the other conditions of EPD's July 17, 2007 conditional limitation of liability letter, subject only to the entry and recording of and compliance with the terms of this Environmental Covenant and the engineering controls, institutional controls, and the monitoring and maintenance plan referenced herein and stated in the PPCSR. Pursuant to HSRRA and subject only to the satisfaction of those remaining conditions, Art Laminating & Finishing, LLC as the prospective purchaser and current owner of Property and any subsequent transferee of the Property shall not be liable to the State or any third party for costs incurred in the remediation of, equitable relief relating to, or damages resultant from the preexisting release of regulated substances identified in the PPCAP or the PPCSR. Further, Art Laminating & Finishing, LLC and any subsequent transferee of the Property shall not be required to certify compliance with RRS for groundwater, perform corrective action, or otherwise be liable for any preexisting releases to groundwater associated with the Property.

3. Regulated substances, as defined under HSRA, consisting of trichloroethylene and 1,4-dioxane have been detected in soil samples underlying the existing building at the property at concentrations greater than the Type 1-4 RRS for soil at the Property. This Environmental Covenant and the Corrective Action set forth herein and in the PPCSR serve to comply with the Type 5 RRS as to those regulated substances in soil at the Property.

4. The Corrective Action for these detections in soil consists of the maintenance of engineering controls in the form of the existing concrete slab foundation of the existing building at the Property and allows the use of the Property for residential or non-residential uses subject to the requirements of the Monitoring and Maintenance Plan set forth in the PPCSR and described below.

5. Grantor, Art Laminating & Finishing, LLC (hereinafter "Grantor"), hereby binds itself and 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 Lynne and John Buchanan 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.

6. Grantor 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).

7. The Environmental Covenant shall inure to the benefit of Lynne and John Buchanan, as Holder, EPD, Grantor, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Lynne and John Buchanan or their successors and assigns, Grantor or its successor and assigns, and other parties as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

### **Activity and Use Limitations**

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. The Owner of the Property must also give thirty (30) days advance written notice to EPD of the Owner's intent to perform any alteration of the Property that would expose the soil underlying the existing building on the Property to rainfall. No conveyance of title, easement, lease, or other interest in the Property to a transferee shall be consummated by the Owner without provision for continued monitoring 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. **Monitoring and Maintenance Plan.** As set forth in the PPCSR, a long-term Monitoring and Maintenance Plan ("MMP") has been developed for the Property requiring maintenance of the existing building, annual visual inspections of the Property, and removal or other corrective action as to impacted soil under the building as may be necessary and consistent with applicable law, regulation, and EPD requirements thereunder at such time as the impacted soil may become accessible through property redevelopment and/or building demolition.

5. **Periodic Reporting.** Within 30 days following the effective date of this Environmental Covenant, and then by that date of each subsequent year, the Owner shall submit to EPD an Annual Report as specified in the Prospective Purchaser Compliance Status Report, which will document the conditions present and the need for any improvements at the Property to protect against exposure to impacted soils.

6. **Activity and Use Limitations.** The Property may be used for residential or non-residential purposes if the requisite engineering controls are maintained consistent with the PPCSR and its MMP. All use, development, preparation or excavation activities required for continued operation, reuse or redevelopment of the Site shall be undertaken in accordance with the engineering controls, MMP, or other requirements as set forth in the PPCSR to prevent exposure to impacted soils. The following are prohibited at the Property: (1) all activities that substantially interfere with the Corrective Action consisting of the engineering and institutional controls set forth in the PPCSR, the MMP, or other

measures set forth in the PPCSR and this Environmental Covenant to ensure the integrity of the Corrective Action; (2) all activities that may result in human exposures above those allowed by HSRA or the Rules subject to the use of the Property at that time, i.e., if the Property is being used for residential purposes, then the residential human exposure limits shall apply, or if the Property is used for non-residential purposes, then the non-residential human exposure limits shall apply; and (3) all activities that would result in the release or exposure to a regulated substance that was protected against as part of the Corrective Action or that would create a new exposure pathway as to that regulated substance.

7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

8. Permanent Markers. Permanent markers on each side of the building on the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.

9. Right of Access. In addition to any rights already possessed by EPD and/or Lynne and John Buchanan, the Owner shall allow authorized representatives of EPD and/or Lynne and John Buchanan 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.

10. 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 real estate records section of the Fulton County, Georgia Superior Court, 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) Lynne and John Buchanan, (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.

11. 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 soil under the building at the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and/or removes the Property from the Hazardous Site Inventory, 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.

12. 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.

13. 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, except by a security interest held by John and Lynne Buchanan as noted above;
- 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

Lynne and John Buchanan  
 4163 Chimney Heights, NE  
 Roswell, GA 30075

(signatures, notarial certifications, and exhibits on following pages)

Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act, on the 6<sup>th</sup> day of September, 2012.

Agreed to by:

ART LAMINATING & FINISHING, LLC (Seal)  
Grantor

By: F. Martin Anson

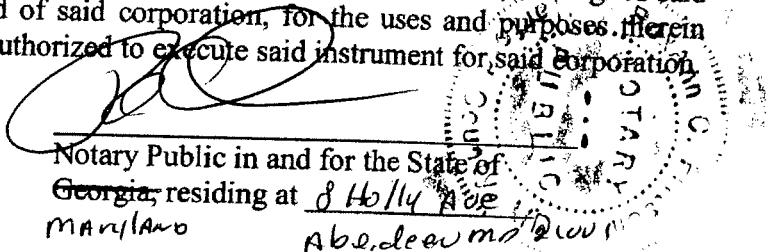
Print Name: F. Martin Anson

Title: CEO

Date: 9-6-12

STATE OF MARYLAND  
COUNTY OF HARFORD

On this 6 day of September, 2012, I certify that F. Martin Anson personally appeared before me, acknowledged that he/she is the CEO of Art Laminating and Finishing, LLC, 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 8 Holly Ave  
MARYLAND Aberdeen, MD 21001

My appointment expires 8/28/2015.



LYNNE BUCHANAN  
Holder

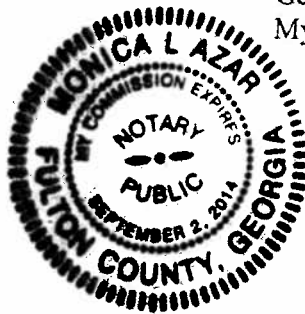
[Signature]

Date: July 17, 2012

STATE OF GA  
COUNTY OF Cobb

On this 17<sup>th</sup> day of July, 2012, I certify that Lynne Buchanan personally appeared before me, and acknowledged that she is the individual described herein and who executed the within and foregoing instrument and signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

[Signature: Monica L. Azar]  
Notary Public in and for the State of  
Georgia, residing at 4248 River Green Dr. #314, Atlanta  
My appointment expires 9/2/14. GA. 20327

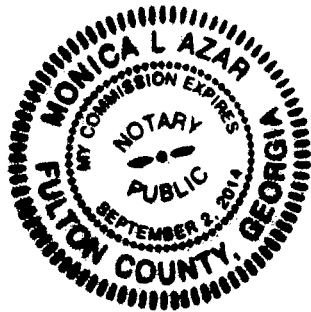


JOHN BUCHANAN  
Holder

Date: July 17, 2012

STATE OF GA  
COUNTY OF Cobb

On this 17<sup>th</sup> day of July, 2012 I certify that John Buchanan personally appeared before me, and acknowledged that he is the individual described herein and who executed the within and foregoing instrument and signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



Monica L. Azar  
Notary Public in and for the State of  
Georgia, residing at 1445 River Green Dr. #3M, Atlanta  
My appointment expires 9/2/14 GA 30321

STATE OF GEORGIA  
ENVIRONMENTAL PROTECTION DIVISION

By: Judson H. Turner  
Print Name: Judson H. Turner  
Title: Director  
Date: Oct. 17, 2012

STATE OF Georgia  
COUNTY OF Fulton

On this 17<sup>th</sup> day of October, 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, Georgia EPD [type of authority] of the State of Georgia, Environmental Protection Division to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

My appointment expires Sept. 29, 2013

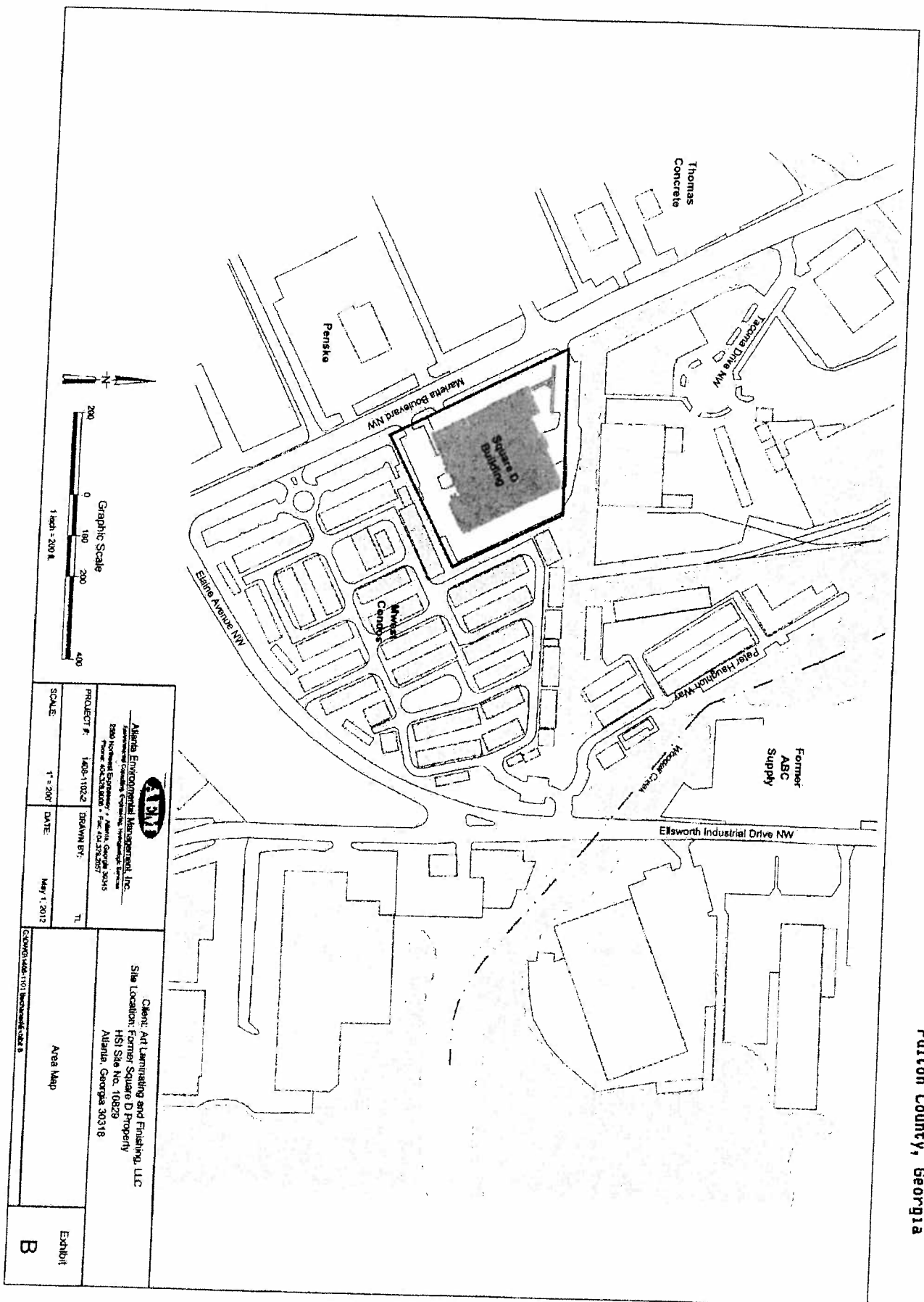
Yolanda P. Janning  
Notary Public in and for the State of  
Georgia, residing at 160 Saddle Creek  
Ellenwood, GA 30294




**Exhibit A**  
**Legal Description**

All that tract or parcel of land lying and being in Land Lot 191, 17<sup>th</sup> District, Fulton County, Georgia, as shown on plat of survey for John E. Buchanan, Rebecca Lynne Buchanan, Art Laminating & Finishing, Inc. and First Colony Bank dated January 13, 1993, by Brumbelow-Reese & Associates, Inc., (Rodney H. Reese, R.L.S.), recorded in Plat Book 176, Page 55, Fulton County Records, and being more particularly described as follows:

BEGINNING at an iron pin found located on the northeasterly right of way line of Marietta Boulevard 534.31 feet northwesterly from the point at intersection of the northeasterly right of way line of Marietta Boulevard with the north side of Elaine Avenue (based upon a 60 foot right of way) as measured along the northeasterly right of way line of Marietta Boulevard running thence north 28 degrees 35 minutes 03 seconds west along the northeasterly right of way line of Marietta Boulevard a distance of 524.30 feet to an iron pin found; thence leaving the northeasterly right of way line of Marietta Boulevard and running thence north 89 degrees 07 minutes 30 seconds east of a distance of 400.63 feet to a point; running thence south 28 degrees 35 minutes 19 seconds east a distance of 338.49 feet to an iron pin found; running thence south 61 degrees 24 minutes 41 seconds west a distance of 354.85 feet to an iron pin found located on the northeasterly right of way line of Marietta Boulevard and being the Point of Beginning. Being improved property with; brick and block building and other improvements located thereon known as 1401 Marietta Boulevard under the present system of numbering streets within the City of Atlanta, Fulton County, Georgia.



 <b>Atlanta Environmental Management, Inc.</b> <small>Environmental Consulting &amp; Remediation Services</small> 1800 International Airport Blvd., Suite 2000, Atlanta, Georgia 30345 Phone: 404.252.8000 • Fax: 404.252.8007		Client: Art Laminating and Finishing, LLC Site Location: Former Square D Property HSI Site No. 10829 Atlanta, Georgia 30318	
PROJECT #:	1408-11022	DRAWN BY:	TL
SCALE:	1" = 200'	DATE:	May 1, 2012
(COVERS WIDE 101, BEYOND WIDE 5)		Area Map	Exhibit <b>B</b>

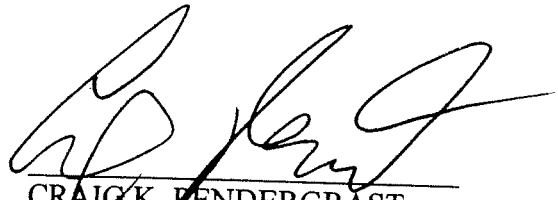
**AFFIDAVIT OF CRAIG PENDERGRAST**

Re: Environmental Covenant; former Square D Company Site;  
HSI No. 10829  
1401 Marietta Boulevard, Atlanta, Fulton County, Georgia

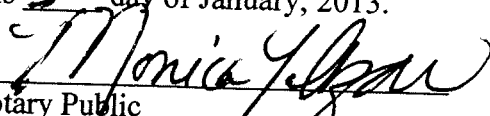
1. This Affidavit of Mailing of Notices is made for the purpose of confirming the satisfaction of the notice requirements under O.C.G.A. § 44-16-4(d) as applied to the fully-executed and recorded Environmental Covenant for the above-referenced property located at 1401 Marietta Boulevard, Atlanta, Fulton County, Georgia 30318 ("Subject Property").
2. On December 12, 2012, I caused the mailing of the notice letters attached hereto as "Exhibit A" to the Grantor and Holders of the Environmental Covenant and to all persons identified as owners of property adjacent to the Subject Property as per the Fulton County Tax Assessor's website. Each of these notice letters was accompanied by a copy of the fully-executed and recorded Environmental Covenant for the Subject Property.
3. On December 12, 2012, I also caused the mailing of the notice letters attached hereto as "Exhibit B" to officers of the governments of the City of Atlanta and Fulton County, Georgia. Each of these notice letters was accompanied by a copy of the fully-executed and recorded Environmental Covenant for the Subject Property.

(Signature on following page)

This 3<sup>d</sup> day of January, 2013.

  
CRAIG K. FENDERGRAST

Sworn and subscribed before me on  
this 3<sup>d</sup> day of January, 2013.

  
Notary Public  
My Commission expires: 9/2/14

