



# HARTZ®

**THCG WRENS LLC**

400 Plaza Drive, P.O. Box 1515, Secaucus, New Jersey 07096-1515

Writer's Direct Dial: 201-272-5306

Curt.Michael@hartzmountain.com

December 26, 2018

**Via FEDEX**

Robert Marbury, P.G.  
Geologist/CO  
Response & Remediation Program  
2 Martin Luther King Jr. Drive SE  
Suite 1052 East  
Atlanta, GA 30334



Re: THCG Wrens, LLC Site (Former Oil Processing Corporation Property);  
HSI Site # 10245; Industrial Street, Jefferson County, Georgia  
Filed Uniform Environmental Covenant

Dear Mr. Marbury:

On behalf of TCHG Wrens, LLC, I enclose a copy of the filed Uniform Environmental Covenant as recorded in the Jefferson County Clerk's records.

I appreciate your courtesies as we move forward to bring this site to closure.

Sincerely,

**THCG WRENS LLC**

**BY: The Hartz Consumer Group, Inc.**

  
Curtis L. Michael

Vice President

Assistant General Counsel

Enc.

cc w/enc. via e-mail: Denny Dobbs

After Recording Return to:

THCG Wrens LLC  
400 Plaza Drive  
P. O. Box 1515  
Secaucus, NJ 07096-1515  
Attn: Curtis L. Michael

CROSS-REFERENCE:

County: Jefferson

Deed Book: \_\_\_\_\_

Page(s): \_\_\_\_\_

GEORGIA, JEFFERSON COUNTY  
OFFICE OF CLERK OF SUPERIOR COURT  
FILED FOR RECORD 12-12-, 2018  
AT 8 O'CLOCK A M  
RECORDED 12-12- 2018 IN  
Deed BOOK 582 PAGE 346-358  
Kalynn Woodard DEPUTY CLERK

**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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and THCG Wrens LLC as set forth herein.

**Fee Simple Owner(s)/Grantor(s):**

THCG Wrens, LLC  
c/o The Hartz Consumer Group, Inc.  
400 Plaza Drive  
P. O. Box 1515  
Secaucus, NJ 07096-1515

**Grantee/Holder with the power to enforce:**

THCG Wrens, LLC  
400 Plaza Drive  
P. O. Box 1515  
Secaucus, NJ 07096-1515

**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 1456 East Tower  
Atlanta, GA 30334

**Persons with Interests other than Fee Simple:**

Georgia Power Company  
241 Ralph McGill Blvd., NE  
Atlanta, GA 30308-3374

**Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 8.31 acres of real property located at Industrial St., Wrens, Jefferson County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 21, 2000 to THCG Wrens LLC; such conveyance is recorded in Deed Book 282, Page 326-332, of the Jefferson County deed records. The Property is located in the 007th District of Jefferson County, Georgia.

Tax Parcel Number 0085 008 of Jefferson County, Georgia

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

### **Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon THCG Wrens, LLC, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

### **Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the THCG Wrens facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program  
2 Martin Luther King Jr. Drive SE, Suite 1054  
Atlanta, GA 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Notice:** This Property has been listed on the State's Hazardous Site Inventory at HSI # 10245 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.

**Activity and Use Limitations.** The Property is subject to the following activity and/or use limitations:

- A. Groundwater. The use or extraction of groundwater beneath the property for drinking water or any other non-remedial uses shall be prohibited.
- B. Real Property - The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules 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 or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited.
- C. Vapor Intrusion Mitigation. Should future land use change and structures are developed in areas on the property overlying groundwater contamination, additional assessment of the vapor intrusion exposure pathway shall be conducted and the need for engineering controls and/or preconstruction mitigation to address potential vapor intrusion risk shall be evaluated.
- D. Periodic Reporting - Annually, by no later than July 30 following the effective date of this Environmental Covenant, an Annual Property Evaluation Form shall be submitted to EPD in the format attached hereto as Exhibit C stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

**Other Requirements.** The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the

location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).

- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and THCG Wrens, LLC. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

### **Environmental Covenant Does Not Authorize Use Otherwise Prohibited**

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

### **Rights of Access and Enforcement**

Authorized representatives of EPD and THCG Wrens, LLC shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, THCG Wrens, LLC and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

### **No Interest in Real Property in EPD**

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

### **Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, THCG Wrens, LLC shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, THCG Wrens, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

**Representations and Warranties by Grantor(s).** THCG Wrens, LLC represents and warrants that all of the following are true:

- A. THCG Wrens, LLC holds fee simple title to the Property.
- B. THCG Wrens, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the



obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of THCG Wrens, LLC that will alter this representation and warranty.

- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of THCG Wrens, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which THCG Wrens, LLC is a party or by which THCG Wrens, LLC may be bound.
- D. THCG Wrens, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, THCG Wrens, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

#### **Submission of Required Documents and Communications**

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division  
Response and Remediation Program  
Land Protection Branch  
2 Martin Luther King Jr. Drive SE  
Suite 1054 East Tower  
Atlanta, GA 30334

With a copy to:

THCG Wrens, LLC, c/o The Hartz Consumer Group, Inc.,  
400 Plaza Drive  
P. O. Box 1515  
Secaucus, NJ 07096-1515  
Attn: Curtis L. Michael

#### **EPD's Environmental Covenants Registry**

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

#### **Severability**

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

**Effective Date**

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 11<sup>th</sup> day of October, 2018.

Signed, sealed, and delivered in the presence of:

For the Grantor:

Tina Marko  
Unofficial Witness (Signature)

THCG Wrens, LLC  
By: The Hartz Consumer Group, Inc.,  
its sole member

Name of Grantor (Print)

Tina Marko  
Unofficial Witness Name (Print)

Curtis L. Michael (Seal)  
Grantor's Authorized Representative  
(Signature)

400 Plaza Drive  
Secaucus, NJ 07094  
Unofficial Witness Address (Print)

Curtis L. Michael

Authorized Representative Name (Print)

Abigail Dougherty  
Notary Public (Signature)

Vice President

Title of Authorized Representative (Print)

Dated: 10/11/18

(NOTARY SEAL)

My Commission  
Expires: 11/5/20

ABIGAIL DOUGHERTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 5, 2020



Grantee has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 11<sup>th</sup> day of October, 2018

Signed, sealed, and delivered in the presence of:

For the Grantee:

THCG Wrens, LLC

By: The Hartz Consumer Group, Inc.,  
its sole member

Tina Marko  
Unofficial Witness (Signature)

Name of Grantee (Print)

(Seal)

Tina Marko  
Unofficial Witness Name (Print)

Curtis L. Michael  
Grantee's Authorized Representative  
(Signature)

400 PLAZA DRIVE  
SECAUCUS, NJ 07094  
Unofficial Witness Address (Print)

Curtis L. Michael

Authorized Representative Name (Print)

Abigail Dougherty  
Notary Public (Signature)

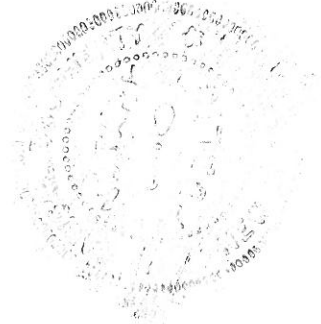
Vice President

Title of Authorized Representative (Print)

My Commission  
Expires: 11/5/20

Dated: 10/11/18  
(NOTARY SEAL)

ABIGAIL DOUGHERTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 5, 2020





Signed, sealed, and delivered in the  
presence of:

For the State of Georgia  
Environmental Protection

Division:

Sydney Bregden  
Unofficial Witness (Signature)

Sydney Bregden  
Unofficial Witness Name (Print)

2 MLK JR Dr. SE  
Atlanta, GA 30334  
Unofficial Witness Address (Print)

Tamara C. Fischer  
Notary Public (Signature)

My Commission

Expires: 7-27-2022

Richard Dunn (Seal)  
(Signature)  
Richard Dunn, Director

Dated: 11/20/18  
(NOTARY SEAL)

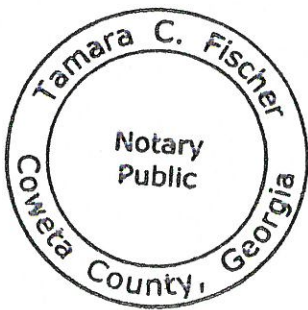
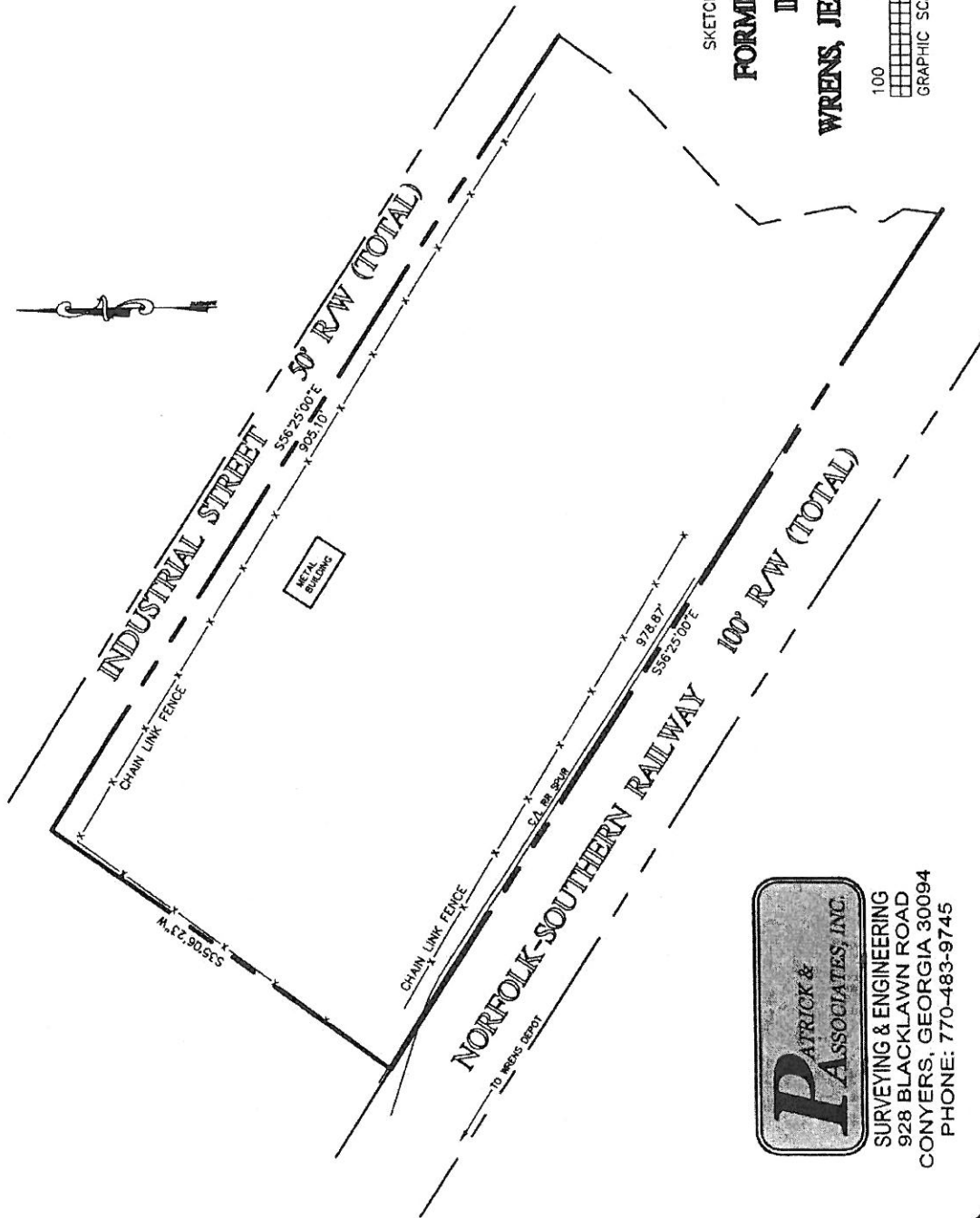


Exhibit A  
Legal Description of Property

All that tract or parcel of land, together with all improvements located thereon, lying and being in the 81<sup>st</sup> GMD, Jefferson County, Georgia, containing 8.31 acres, and being as appears on plat of survey by T. Larry Rachels, Surveyor dated April 27, 1996, updated December 14, 2000, and recorded in Plat Book 2, Page 209, Jefferson County Records. Said property fronts to the Northeast on Industrial Street, and is bounded now or formerly as follows: On the Southeast by property of Hartz Mountain Corporation; on the Southwest by property of Norfolk Southern Railway; on the Northwest by Lamb Brothers Lumber Company; and on the Northeast by Industrial Street. Reference is made to said recorded plat for a fuller and more particular description.

The above-described property is the same as that described in Quitclaim Deed from Hartz Mountain Corporation to THCG Wrens, L.L.C. dated December 21, 2000, and recorded in Deed Book 282, Pages 326-32, Jefferson County Records.

Exhibit B  
Map of Property

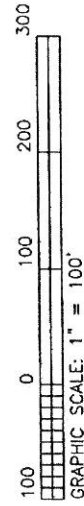


SKETCH FOR:

FORMER OIL PROCESSING SITE

INDUSTRIAL STREET

WRENS, JEFFERSON COUNTY, GEORGIA



JOB# 18-594 DWG# 32097



**PATRICK & ASSOCIATES, INC.**  
 SURVEYING & ENGINEERING  
 928 BLACKLAWN ROAD  
 CONYERS, GEORGIA 30094  
 PHONE: 770-483-9745

## Exhibit C

## ANNUAL PROPERTY EVALUATION FORM

**THCG Wrens, LLC**  
**Former Oil Processing Corp, HSI # 10245**

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this 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	Have the conditions of the site property been modified such that they would change the exposure determinations pursuant to the Voluntary Remediation Program Compliance Status Report?		
	2a	If yes to 2 provide a written explanation (attached) to EPD within 30 days.		
Exposure	3	Is there any use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purpose?		
	3a	If yes to 3, provide a written explanation (attached) to EPD within 30 days.		
	4	Is there evidence of use or extraction of groundwater from any abutting properties? If yes, explain.		
Erosion	5	Is there evidence of soil erosion and migration of material off of the property?		
	5a	If yes to 5, explain?		
Property Instruments	6	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them?		
	6a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		

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 \_\_\_\_\_