

After Recording Return to:

CROSS-REFERENCE: Deed Book: 262
Page: 70

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:

City of Hawkinsville
96 Broad Street
Hawkinsville, GA 31036

Grantee/Holder:

City of Hawkinsville, Georgia
P.O. Box 120
Hawkinsville, GA 31036

**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 interest in the Property:

City of Hawkinsville
96 Broad Street
Hawkinsville, GA 31036

Property:

The property subject to this Environmental Covenant is the Hawkinsville Cotton Mills (Former) (hereinafter "Property"), located on 100 South Houston Street in Hawkinsville, Pulaski County, Georgia. This tract of land was conveyed on December 10, 2009 from Hawkinsville Downtown Development Authority to City of Hawkinsville recorded in Deed Book 262, Page 70, Pulaski County Records. The area is located in Land Lot 225 of the 4th District of Pulaski County, Georgia. The Property is designated as TRACT C, comprising 0.786 acres as shown on a plat of survey recorded in Plat Book 16, Page 14, Clerk's Office, Pulaski County Superior Court. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

H 038 001 0002 of Pulaski 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 document[s]:

- Prospective Purchaser Compliance Status Report (PPCSR)/Prospective Purchaser Corrective Action Plan Addendum (PPCAP Addendum), Hawkinsville Cotton Mills (Former), Hawkinsville, Georgia dated August 5, 2011
- EPD Conditional Approval Letter dated August 25, 2011,
- Operation and Maintenance Plan, Hawkinsville Cotton Mills (Former), Hawkinsville, Georgia dated September 15, 2011

These documents are available at the following locations:

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

Cotton Mill Lofts, LLC
406 E. Fourth Street
Winston Salem, NC 27101

City of Hawkinsville, Georgia
96 Broad Street
Hawkinsville, GA 31036-0120

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 City of Hawkinsville, its successors and assigns, City of Hawkinsville, Georgia, 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 tetrachloroethene, arsenic, cadmium, lead, barium, mercury, chromium and Selenium occurred on the Property. Tetrachloroethene, arsenic, cadmium, lead, barium, mercury, chromium and selenium are "regulated substances" 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 for soil consists of a combination of engineering and

institutional controls. Engineering controls shall consist of a concrete or asphalt cap; the removal of the top two feet of soil with the replacement of two feet of clean fill soil, that must be in compliance with the residential risk reduction standards, in non-impervious areas that exceed a residential risk reduction standards; and/or the placement of two feet of clean fill soil, that must be in compliance with the residential risk reduction standards, in non-impervious areas that exceed a residential risk reduction standards. Placement of an orange plastic barrier prior to the placement of any fill soil is required in order to clearly indicate an area exceeding residential risk reduction standards during any future work at the site that may require excavation. Institutional controls shall consist of use restrictions, which includes any subsurface work to be performed in accordance with the September 15, 2011 O&M plan and with prior notification to EPD. Groundwater corrective action shall consist of monitored natural attenuation in accordance with the August 5, 2011 PPCAP and August 25, 2011 EPD approval letter.

Grantor, City of Hawkinsville, hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the City of Hawkinsville, Georgia 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.

City of Hawkinsville 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 City of Hawkinsville, Georgia, EPD, City of Hawkinsville and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, City of Hawkinsville, Georgia or its successors and assigns, City of Hawkinsville 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. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. 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. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
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. As specified in the PPCSR/PPCAP Addendum dated August 5, 2011, EPD's Conditional Approval dated August 25, 2011, and the Operation and Maintenance Plan dated September 15, 2011 and any subsequent revisions.
5. Periodic Reporting. Annually, by no later than January 10 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report of groundwater detection-monitoring report results as specified in the PPCSR/PPCAP Addendum dated August 5, 2011, reports as scheduled for the maintenance and inspection activities detailed in the Operation and Maintenance Plan dated September 15, 2011, and an Annual Certification that includes certification of the site use and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.
6. Activity and Use Limitation(s). 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. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited and as addressed in the August 5, 2011 PPCSR, the August 25, 2011 EPD Conditional Approval Letter, and the September 15, 2011 and any subsequent revisions of the Operation and Maintenance Plan.
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 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 the City of Hawkinsville, Georgia, the Owner shall allow authorized representatives of EPD and/or City of Hawkinsville, Georgia 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 Records of Deeds for each County in which the Property is located, 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) City of Hawkinsville, Georgia, (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 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 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;
- 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

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the ____ day of _____, 2012.

CITY OF HAWKINSVILLE

By: Henry Cravey
Name: Henry Cravey
Title: Chairman

Dated: September 12, 2012

**STATE OF GEORGIA
COUNTY OF PULASKI**

On this 12 day of September, 2012, I certify that Henry Cravey personally appeared before me, acknowledged that he is the Chairman of the Board of Commissioners of the City of Hawkinsville 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 was authorized to execute said instrument for said corporation.

Erlynn J. [Signature]
Notary Public in and for the State of Georgia
residing at Hawkinsville
My appointment expires: June 21, 2013

CITY OF HAWKINSVILLE, GEORGIA

By: Henry Cravey
Name: Henry Cravey
Title: Chairman

Dated: September 12, 2012

**STATE OF GEORGIA
COUNTY OF PULASKI**

On this 12 day of September, 2012, I certify that Henry Cravey personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Chairman of the Board of Commissioners of the City of Hawkinsville, Georgia to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Ernest Huston
Notary Public in and for the State of
Georgia, residing at HAWKINSVILLE
My appointment expires June 21, 2013

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Judson H. Turner
Judson H. Turner, Director

Dated: 12-13-2012

STATE OF GEORGIA
COUNTY OF Fulton

On this 13th day of December 2012, I certify that Judson H. Turner personally appeared before me, acknowledged that he signed this instrument, on oath stated that he 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 mentioned in the instrument.

Yolanda P. Janning
Notary Public in and for the State of
Georgia, residing at Henry Co.
My appointment expires Sept. 29, 2013

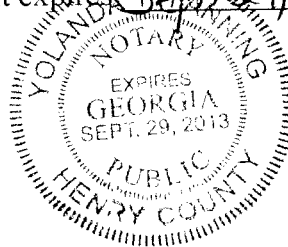
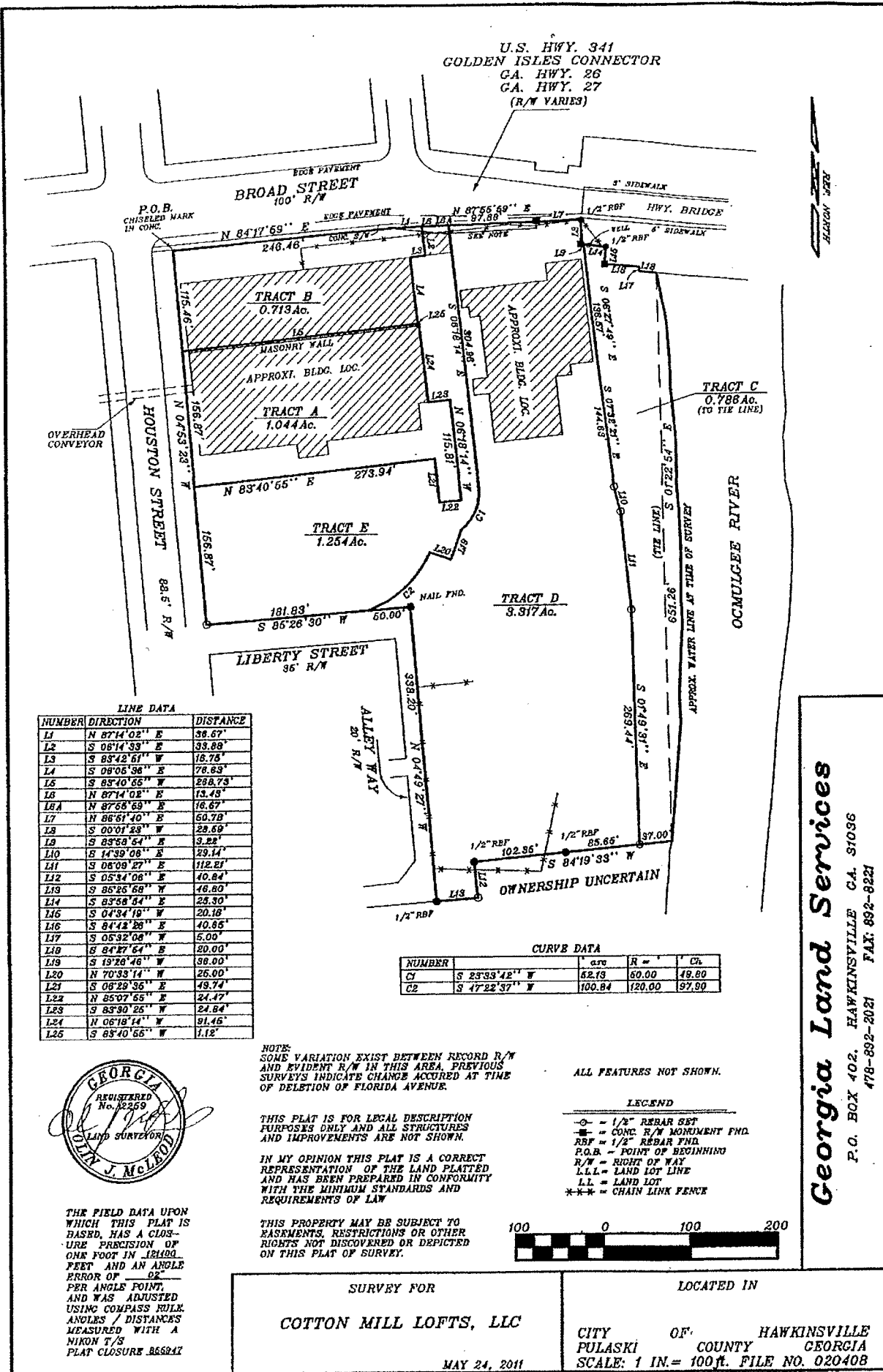


EXHIBIT "A"

TRACT C

All that tract or parcel of land situate, lying and being in the City of Hawkinsville, Pulaski County, Georgia, lying adjacent to the east boundary of the Ocmulgee River and containing 0.786 acres. Said tract being more particularly identified as Tract "C" on a plat of survey for Cotton Mill Lofts, LLC, prepared by Olin J. McLeod, Surveyor, on April 4, 2008, and described thereon as follows: **COMMENCING** at the point of intersection of the south margin of Broad Street with the east margin of Houston Street at a point marked by a chiseled mark in concrete run thence along the south margin of Broad Street north 84 degrees 17 minutes 59 seconds east a distance of 246.46 feet to a point; continue along said margin north 87 degrees 14 minutes 02 seconds east a distance of 36.57 feet to a point; continue along said margin of Broad Street north 87 degrees 14 minutes 02 seconds east a distance of 13.43 feet to a point; continue north 87 degrees 55 minutes 59 seconds east a distance of 114.55 feet to a concrete right-of-way monument; continue north 86 degrees 51 minutes 40 seconds east a distance of 50.78 feet to a point marked by a ½ inch rebar; run thence south 00 degrees 01 minute 23 seconds west a distance of 28.59 feet to a point marked by a concrete right-of-way monument and the **POINT OF BEGINNING**. With said point of beginning thus established run thence south 83 degrees 58 minutes 54 seconds east a distance of 3.22 feet to a point; run thence south 83 degrees 58 minutes 54 seconds east a distance of 25.30 feet to a point marked by a ½ inch rebar; run thence south 04 degrees 34 minutes 19 seconds west a distance of 20.16 feet to another concrete right-of-way monument; run thence south 84 degrees 42 minutes 26 seconds east a distance of 40.25 feet to a point; run thence south 05 degrees 32 minutes 06 seconds west a distance of 5.00 feet to a point; run thence south 84 degrees 27 minutes 54 seconds east a distance of 20.00 feet to the west margin of the Ocmulgee River, said point marking the northeast corner of said tract; follow thence said west margin of said Ocmulgee River to a point on the south boundary of said Tract "C" which point is north 84 degrees 19 minutes 33 seconds east a distance of 37.00 feet from the southwest corner of said Tract "C" (said point being on a tie line of south 01 degree 22 minutes 54 seconds east and a distance of 651.26 feet from the northeast corner as described above); from said southerly point of said tie line run, described as aforesaid, south 84 degrees 19 minutes 33 seconds west a distance of 37.00 feet to a point, same marking the southwest corner of said tract; run thence north 01 degree 49 minutes 31 seconds west a distance of 269.44 feet to a point marked by a ½ inch rebar; run thence 06 degrees 09 minutes 27 seconds west a distance of 112.21 feet to a point marked by a ½ inch rebar; run thence north 14 degrees 39 minutes 06 seconds west a distance of 29.14 feet to a point marked by a ½ inch rebar; run thence north 07 degrees 32 minutes 21 seconds west a distance of 144.63 feet to a point; continue north 08 degrees 27 minutes 49 seconds west a distance of 136.57 feet to a point and the **POINT OF BEGINNING**.



LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N 87°14'02" E	38.67'
L2	S 06°14'33" E	33.88'
L3	S 85°42'51" W	15.75'
L4	S 08°05'36" E	78.63'
L5	S 85°40'55" W	288.73'
L6	N 87°14'02" E	13.43'
LEA	N 87°58'53" E	16.67'
L7	N 86°51'40" E	60.78'
L8	S 00°01'23" W	28.69'
L9	S 85°58'54" E	3.22'
L10	S 14°39'08" E	29.14'
L11	S 08°09'27" E	112.21'
L12	S 05°34'06" E	40.84'
L13	S 85°25'58" W	46.80'
L14	S 85°58'54" E	25.30'
L15	S 04°34'19" W	20.16'
L16	S 84°42'26" E	40.95'
L17	S 05°32'08" W	5.00'
L18	S 84°27'54" E	80.00'
L19	S 19°26'46" W	98.00'
L20	N 70°33'14" W	25.00'
L21	S 08°29'35" E	49.74'
L22	N 85°07'55" E	24.47'
L23	S 83°30'25" W	24.84'
L24	N 06°19'14" W	91.45'
L25	S 85°40'55" W	1.12'

CURVE DATA

NUMBER	CHORD	R =	CH
C1	S 23°33'42" W	62.13	60.00
C2	S 47°22'37" W	100.84	120.00



PULASKI COUNTY

Board of Tax Assessors

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Owner and Parcel Information

Owner Name	CITY OF HAWKINSVILLE	Today's Date	September 20, 2012
Mailing Address	P O BOX 120	Parcel Number	H0380010002
	HAWKINSVILLE, GA 31036	Tax District	HAWKINSVILLE (District 1)
Location Address	V/L OCMULGEE RIVER	2012 Millage Rate	32.98
Legal Description	.786 ACS TRACT C PB15/138	Acres	0.79
Property Class(NOTE: Not Zoning Info)	E1-Exempt	Neighborhood	
Zoning		Homestead Exemption	No (S0)
		Parcel Map	Show Parcel Map
Water	Well	Sewer	No Sewer
Electric		Gas	Pipe Gas
Topography	Low	Drainage	Poor
Road Class	State	Parcel Road Access	No Road

2012 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 3,700	\$ 0	\$ 0	\$ 3,700	\$ 3,700

Land Information

Type	Description	Calculation Method	Frontage	Depth	Acres	Photo
RES	COMMERCIAL 100 (102)	Front Feet	37	651	0.79	NA

Improvement Information

No improvement information associated with this parcel.

Accessory Information

Description	Year Built	Dimensions/Units	Value
No accessory information associated with this parcel.			

Sale Information

Sale Date	Deed Book	Plat Page	Price	Reason	Grantor	Grantee
No sales information associated with this parcel.						

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The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: September 15, 2012

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