

Deed Doc: COVE
Recorded 01/22/2013 09:02AM

MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 05836 Pg 0294-0307

env
att
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:

Affidavit Pursuant to the Hazardous Site Response
Act recorded December 6, 2010, in Deed Book
5548, Page 35, Whitfield County, Georgia records;
Memorandum of Purchase Option recorded
October 11, 2001, in Deed Book 3545, Page 30,
aforesaid records; Warranty Deed recorded March
18, 1999, in Deed Book 3111, Page 106, aforesaid
records; Notice recorded September 2, 1997, in
Deed Book 2878, Page 328, aforesaid records.

Environmental Covenant

This instrument (this "Environmental Covenant") is 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:

Rhodia Inc.
8 Cedar Brook Drive
CN 7500, Cranbury
New Jersey 08512-7500
Attention: Director, Remediation,
Redeployment & Real Estate

Grantee/Holder:

Rhodia Inc.
8 Cedar Brook Drive
CN 7500, Cranbury
New Jersey 08512-7500
Attention: Director, Remediation,
Redeployment & Real Estate

**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:

(i) Vericol, Inc. (as optionee under the Purchase Option described in Memorandum of Purchase Option recorded in Deed Book 3545, Page 30, Whitfield County, Georgia records)

185 Bluegrass Valley Parkway
 Alpharetta, Georgia 30005

(ii) Allied Chemical, Inc. (as Vericol, Inc.'s nominee of the Purchase Option)

185 Bluegrass Valley Parkway
 Alpharetta, Georgia 30005

(iv) Georgia Power Company (as an easement holder)

241 Ralph McGill Boulevard NE
 Atlanta, Georgia 30308

(v) City of Dalton (as an easement holder)

Post Office Box 1205
 Dalton, Georgia 30722-1205

(vi) Limestone Valley Soil Conservation District (as an easement holder)

700 East 2nd Avenue, Suite J
 Rome, GA 30161

Property:

The property subject to this Environmental Covenant is 10.25 acres, more or less (the "Property"), located at 1338 Coronet Drive, Dalton, Whitfield County, Georgia. This tract of land was conveyed from Rhone-Poulenc AG Company, Inc., f/k/a Rhone-Poulenc Inc. to Rhodia Inc. by Warranty Deed recorded March 18, 1999, in Deed Book 3111, Page 106, Whitfield County, Georgia records. The area is located in Land Lot 162 of the 12th District of Whitfield County, Georgia, and is more particularly described in Exhibit A attached hereto and is generally depicted as set forth on the map or plat attached hereto as Exhibit B.

Tax Parcel Number(s):

Tax Parcel Numbers 12-162-09-004 and 12-162-10-000 of Whitfield County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant ("Corrective Action") currently is described in the following documents (as same may be amended from time to time with written approval from EPD, the "CAP Documents");

- Revised Corrective Action Plan - Addendum 5, Former Lyndal Chemical Site, HSI No. 10250 dated June 30, 2011;
- Approval Letter dated August 4, 2011, relating to the excavation proposal within Revised Corrective Action Plan - Addendum 5;
- Revised Corrective Action Plan – Addendum 5 – EPD Conditional Approval Letter dated March 5, 2012 (the “Final Approval”);
- Monitoring and Maintenance Plan, Former Lyndal Chemical Site, HSI No. 10250; dated May 24, 2012; and
- Monitoring and Maintenance Plan, Former Lyndal Chemical Site, HSI No. 10250 – EPD Approval Letter dated September 27, 2012.

The CAP 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

The Property
1338 Coronet Drive
Dalton, GA 30720
M-F 8:00 AM to 5:00 PM excluding 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.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Rhodia Inc., as “Grantor”, its successors and assigns, Rhodia Inc., as “Grantee” and “Holder”, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (“EPD”), its successors and assigns. This Environmental Covenant is required because a release has occurred on the Property of multiple regulated organic compounds (the “Released Substances”). Released substances include acetone, benzene, 2-butanone, carbon disulfide, carbon tetrachloride, chlorobenzene, chloroethane, chloroform, cyclohexane, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 1,1-dichloroethane, 1,1-dichloroethene, cis-1,2-dichloroethene, trans-1,2-dichloroethene, 1,2-dichloropropane, ethylbenzene, isopropylbenzene, methylene chloride, 4-methyl-2-pentanone, naphthalene, propylbenzene, tetrachloroethene, toluene, 1,2,3-trichlorobenzene, 1,2,4-trichlorobenzene, 1,1,1-trichloroethane, trichloroethene, vinyl chloride, xylenes, bis(2-ethylhexyl)phthalate, m-cresol, p-cresol, 2,4-dimethylphenol and phenol, all of which 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 (“HSRA” and “Rules”, respectively). The Corrective Action includes the installation and maintenance of engineering controls consisting of concrete caps and a groundwater and surface water monitoring system and institutional controls limiting Property use to non-residential

activities and restricting groundwater usage to protect human health and the environment, as set forth in the CAP Documents and this Environmental Covenant.

Rhodia (as Grantor) hereby binds Rhodia (as 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 Rhodia as Holder and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA and the Rules. 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.

Rhodia (as 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 (each, an "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then this Environmental Covenant shall be binding on each transferee, purchaser and Owner.

This Environmental Covenant shall inure to the benefit of Rhodia (as Holder), EPD, Rhodia (as Grantor) and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Rhodia (as Holder), or its successors and assigns, Rhodia (as Grantor), or its successors and assigns, and other parties 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. Owner must give thirty (30) day advance written notice to EPD of 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 Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. Owner must also give thirty (30) day advance written notice to EPD of Owner's intent to change the use of the Property, apply for building permits, 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. The groundwater and surface water detection-monitoring program detailed in the CAP Documents must be implemented to maintain compliance, as certified, with the applicable Risk Reduction Standards ("RRS") and to protect human health and the environment.
5. Periodic Reporting. Annually following the effective date of this Environmental Covenant, or on such other schedule that EPD and Owner may agree upon in writing, Owner shall submit to EPD an annual ground water and surface water monitoring report as specified in the CAP Documents,

including certification of non-residential use of the Property and a statement of whether or not the other activity and use limitations in this Environmental Covenant are being abided by.

6. Activity and Use Limitations. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules or as may be more restrictively defined in and allowed under the Whitfield County, Georgia zoning regulations from time to time. 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. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited include, but are not limited to, the following: (a) excavation, construction, utility installation or maintenance, or similar land disturbing activities in all soil beneath the liquid production building, the warehouse building and the pilot building (to the extent required under the Final Approval) (see Exhibit B for the location of these buildings) not meeting Type 1-4 RRS, unless: (i) such work is performed by informed and properly trained personnel using appropriate personal protection equipment ("PPE") such that human exposure to potentially hazardous materials does not occur, and (ii) such controls are replaced in a manner so as to constitute a functionally equivalent engineering control; (b) excavation, construction, utility installation or maintenance, and similar land disturbing activities in soil below the water table, unless: (x) such work is performed by informed and properly trained personnel using PPE such that human exposure to potentially hazardous materials does not occur, and (y) such activities are backfilled in a manner so as to not create a preferential groundwater flow pathway, and iii) EPD has been notified in accordance with Activity #2 above.

Should intrusive activities within the liquid production building, warehouse building, and/or the pilot building be required, any impacted soil generated should be managed in accordance with all applicable local, state, and federal rules and regulations governing the management of such material. Impacted soil should not be placed back into any excavated area and must be properly characterized in accordance with 40 CFR Part 261 (specifically 40 CFR Parts 261.20-24 regarding characterization of waste) and transported and disposed at an appropriate disposal facility.

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. Without limiting the generality of the foregoing, no groundwater production wells shall be installed or used on or around the Property, except as EPD or Rhodia (as Holder) may deem necessary in connection with the Corrective Action or other remedial purposes. Should any dewatering of groundwater for the construction or utility work purposes be necessary, all extracted groundwater should be managed in accordance with all applicable local, state, and federal rules and regulations governing the management of such material.
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 Rhodia (as Holder), Owner shall allow authorized representatives of EPD and/or Rhodia (as Holder) 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 Recorders of Deeds for Whitfield County, Georgia, 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) Rhodia (as Holder), (2) each person holding a recorded interest in the real property subject to this Environmental Covenant, (3) each person in possession of the real property subject to this Environmental Covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real

property subject to this Environmental Covenant is located, and (5) each owner in fee simple whose property abuts the real property subject to this Environmental Covenant.

11. Termination or Modification. This 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 Section 391-3-19-.07 of the Rules 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 this 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 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 Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered, except as noted in Exhibit C attached hereto;
- c) That 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 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 this 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:

EPD:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1154 East Tower
Atlanta, GA 30334

Holder:

Rhodia Inc.
8 Cedar Brook Drive
CN 7500, Cranbury
New Jersey 08512-7500
Attention: Director, Remediation, Redeployment & Real Estate

[Signatures on following page]

Grantor, Holder and EPD have caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 2nd day of January, 2013.

Sworn and subscribed before me this
11th day of December, 2012.

[Signature]
Unofficial Witness

[Signature]
Unofficial Witness

GRANTOR:

RHODIA INC.

By: [Signature]

Print name: FRED ELLERBUSCH

Title: DIRECTOR, REMEDIATION, REDEVELOPMENT & REAL ESTATE

Dated: 12-11-2012

Sworn and subscribed before me this
11th day of December, 2012.

[Signature]
Unofficial Witness

[Signature]
Unofficial Witness

HOLDER:

RHODIA INC.

By: [Signature]

Print name: FRED ELLERBUSCH

Title: DIRECTOR, REMEDIATION, REDEVELOPMENT & REAL ESTATE

Dated: 12-11-2012

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

By: [Signature]

Print name: Judson H. Turner

Title: Director

Dated: 1-2-2013

ACKNOWLEDGMENT
[Rhodia Inc. - Grantor and Holder]

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

On this 11 day of December, 2012, I certify that FRED ELLERBUSCH personally appeared before me, acknowledged that he/she is the Director, Remediation REDEPLOYMENT of Rhodia Inc., the corporation that executed the within and foregoing instrument as "Grantor" and "Holder", 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. REAL ESTATE

SUSANNE SPERANZA
NOTARY PUBLIC, STATE OF NEW JERSEY
COUNTY OF MIDDLESEX
COMMISSION EXPIRES MAY 13, 2014

Susanne Speranza
Notary Public in and for the State of New Jersey,
residing at _____
My appointment expires _____

ACKNOWLEDGMENT
[EPD]

STATE OF Georgia
COUNTY OF Fulton

On this 2nd day of January, 2013, I certify that Judson H. Turner personally appeared before me, acknowledged that he/she is the Director of the Environmental Protection Division of the Department of Natural Resources of the State of Georgia, the entity that executed the within and foregoing instrument as "EPD", and signed said instrument by free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said entity.



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

Exhibit A

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lot No. 162 in the 12th District and 3rd Section of Whitfield County, Georgia, delineated upon a plat prepared by Joseph R. Evans, Registered Surveyor, for Millmaster Onyx Group, Inc. dated December 6, 1982, revised December 20, 1986 and October 6, 1987, containing 10.25 acres, and being more particularly described as follows:

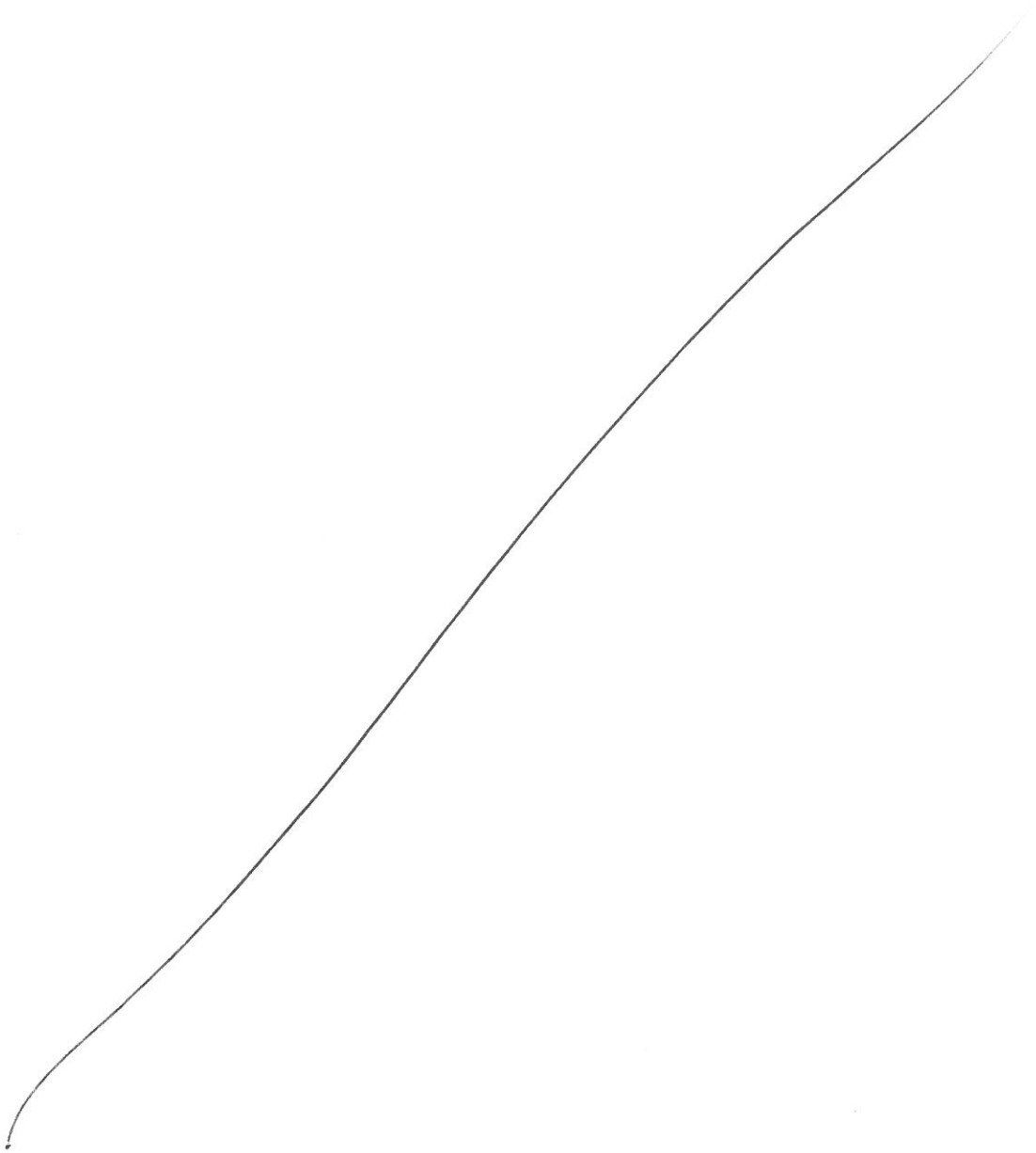
BEGINNING at the intersection of the south right-of-way line of State Route No. 3 (North Dalton Bypass Road) and the west right-of-way line of the Southern Railway Company, said beginning point marked by an iron pin located southerly 572 feet from the north line of Land Lot 162 said district and section (as measured along said railroad right-of-way); thence south 2 degrees 25 minutes west along the westerly right-of-way line of Southern Railway Company 570 feet; thence south 2 degrees 25 minutes west along the westerly right-of-way line of Southern Railway Company 51 feet to the intersection of the westerly right-of-way line of the Southern Railway Company with the center line of Mill Creek; thence along and with the center line of Mill Creek the following courses and distances; south 85 degrees 5 minutes west 46.7 feet; south 69 degrees 13 minutes west 223.9 feet; south 70 degrees 44 minutes west 230 feet; south 64 degrees 5 minutes west 100.5 feet; and south 77 degrees 57 minutes west 129 feet to the intersection of the center line of Mill Creek with the easterly side of Coronet Drive; thence north 11 degrees 31 minutes east along the easterly side of Coronet Drive 94.1 feet to an iron pin; thence north 11 degrees 31 minutes east along the easterly side of Coronet Drive 776 feet to its intersection with the southerly right-of-way line of State Route No. 3 (North Dalton Bypass Road); thence along and with the southerly right-of-way of State Route No. 3 (North Dalton Bypass Road), and along a chain link fence, the following courses and distances: north 86 degrees 19 minutes east 108.44 feet; north 87 degrees 28 minutes east 99.77 feet; north 88 degrees 54 minutes east 100.26 feet; south 87 degrees 18 minutes east 99.79 feet; and south 85 degrees 35 minutes east 134.59 feet to the west right-of-way line of Southern Railway Company and the point of beginning.

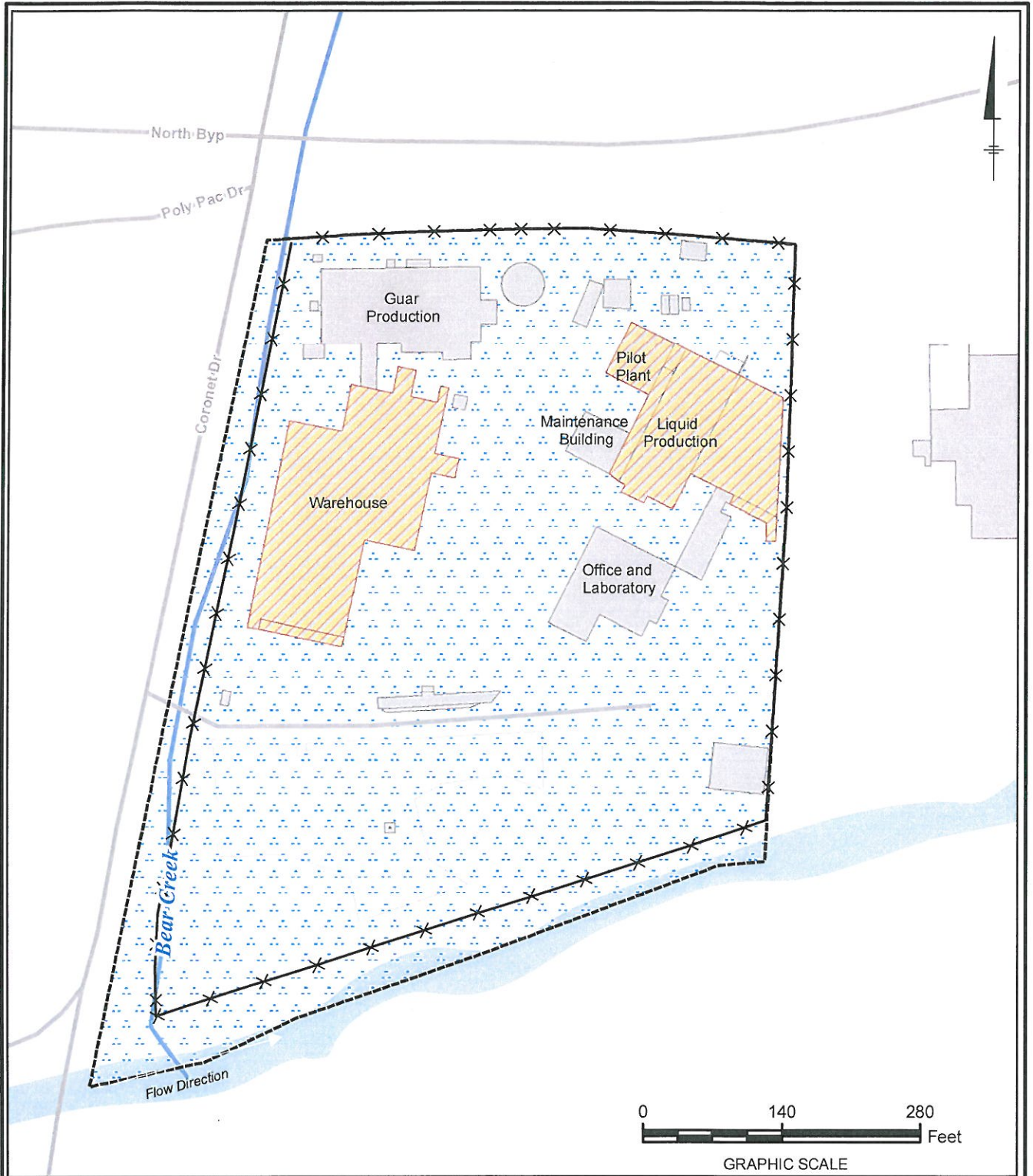
The above described property being the same property described in a Quitclaim Deed from Kewanee Industries, Inc. to R.J.M. Chemicals, Inc. dated December 22, 1982, and recorded in Deed Book 737, page 53, in the office of the Clerk of the Superior Court of Whitfield County, Georgia, R.J.M. Chemicals, Inc. having changed its name to Millmaster Onyx Group, Inc. under Re-stated Certificate of Incorporation filed with the Secretary of State of the State of Delaware, a certified copy of said Re-stated Articles being filed at Charter Book 34, page 492, in the office of the Clerk of the Superior Court of Whitfield County, Georgia.

Exhibit B

Map or Plat of the Property

[See Attached]





Legend:

- | | |
|-----------------------|------------------------------------|
| --- Property Boundary | Whitfield County Streets |
| X Fence Line | Whitfield County Creeks and Rivers |
| Site Main Buildings | Type 5 RRS Area for Soil |
| Concrete Pad | Type 5 RRS Area for Groundwater |
| Gravel | |

RHODIA
DALTON, GA

ENVIRONMENTAL COVENANT

TYPE 5 RRS AREA



EXHIBIT
B

Exhibit C

Title Encumbrances

1. Real estate taxes and assessments, both general and special, not yet due and payable.
2. Conditions, covenants, restrictions, reservations, and easements of record.
3. Zoning and building ordinances and/or resolutions.
4. All legal highways.
5. Georgia Power Company easement set forth in the instrument recorded in Deed Book 53 Page 513, Whitfield County, Georgia Land Records, as conveyed by Georgia Power Company to The City of Dalton by instrument recorded in Deed Book 276 Page 60, aforesaid records.
6. Sewer line easement to The City of Dalton, set forth in the instrument recorded in Deed Book 120 Page 459, aforesaid records.
7. Limestone Valley Soil Conservation District easement set forth in the instrument recorded in Deed Book 126 Page 390, aforesaid records.
8. Limestone Valley Soil Conservation District easement set forth in the instrument recorded in Deed Book 139 Page 622, aforesaid records.
9. Gas and water line easement to The City of Dalton, set forth in the instrument recorded in Deed Book 133 Page 600, aforesaid records.
10. Georgia Power Company easement set forth in the instrument recorded in Deed Book 2537 Page 262, aforesaid records.
11. Environmental Notice filed on September 2, 1997 in Deed Book 2878 Page 328, aforesaid records.
12. Affidavit Pursuant to the Hazardous Site Response Act recorded December 6, 2010, in Deed Book 5548, Page 35, aforesaid records
13. Memorandum of Purchase Option recorded October 11, 2001, in Deed Book 3545, Page 30, aforesaid records, in favor of Vericol, Inc., as assigned to Allied Chemical, Inc. pursuant to unrecorded Assignment and Assumption Agreement dated December 18, 2002.