

**JENKINS COUNTY
SUPERIOR COURT**

Filed in office 29th day of Dec.,
2016, 10:10 o'clock a.m.
Recorded in Deed Book 7V Page 4-16
This 29th day of Dec., 2016
Lizette Little
Deputy Clerk Superior Court, Jenkins County.

**STATE OF GEORGIA
COUNTY OF JENKINS**

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Dr., S.E.
Suite 1054, East Tower
Atlanta, Georgia 30334

Phillip E. Hoover
Smith Gambrell & Russell LLP
Promenade, Suite 3100
1230 Peachtree Street N.E., Suite 3100
Atlanta, GA 30309

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 to 44-16-14. This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with O.C.G.A. § 44-16-8(a).

Fee Owner of the Property/Grantor:

MI Windows and Doors, LLC
650 W Market Street
Gratz, PA 17030
(717) 365-3300

Grantee/Holder:

Development Authority of Jenkins County
548 Cotton Avenue
Millen, GA 30442

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King, Jr. Dr., S.E.
Suite 1054, East Tower
Atlanta, GA 30334

Parties with interest in the Property:

None.

The Property:

The Property subject to this Environmental Covenant is the former Metal Industries Home Products site located at 336 Magnolia Industrial Park, Millen, Jenkins County, Georgia, (hereinafter "Property"). The Property is comprised of three tracts of land, specifically the following Tax Parcel numbers: 023 025; 023 026; 023 057 of Jenkins County, Georgia. A portion of the Property was conveyed by Administrator's Deed dated March 5, 1999 by and between Richard D. Brigdon (a/k/a Richard Brigdon), Administrator of the Estate of Alma Louise Williams (a/k/a Louise Brigdon Williams a/k/a Louise B. Williams a/k/a Louise Williams), deceased, and MI Home Products, Inc., a California Corporation, n/k/a MI Windows and Doors (MIWD), LLC, a Delaware limited liability company (Parcel ID #023 025) and is recorded in the Office of the Clerk of the Superior Court of Jenkins County, Georgia in Deed Book 4F, Page 150; a portion of the land was conveyed by Warranty Deed dated May 23, 1996, by and between W. R. Roberts to Metal Industries Inc. of California, n/k/a MIWD, LLC, a Delaware limited liability company (Parcel ID #023 026) and is recorded in the aforesaid Clerk's Office in Deed Book 3S, Page 631, as affected by Affidavit Regarding Title to Real Property recorded in the aforesaid Clerk's Office in Deed Book 7E, Page 387; and a portion of the land was conveyed by Limited Warranty deed dated January 18, 2013, by and between Jenkins County Development Authority, a development authority and a public body corporate and politic created and existing under the laws of the State of Georgia, and MI Windows and

MIWD, LLC. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies such declarations shall (1) constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (2) are perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and (3) 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 (herein referred to as the "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 upon the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of the MIWD, LLC and EPD and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns. MIWD, LLC or its successor 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):

Unless the Environmental Covenant is amended or terminated pursuant to O.C.G.A. § 44-16-10, the following activities must be implemented by the Owner in a timely fashion:

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 must give thirty (30) days 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 engineering controls, institutional controls, and Corrective Action, as necessary. The Owner must also give thirty (30) days 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 materially affect any required monitoring, operation, and maintenance of the engineering controls, institutional controls, and Corrective Action.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property 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 Owner shall inspect the Property at the end of each year, in accordance with Exhibit C-1 to confirm the restrictions established in this Environmental Covenant remain in place and are being followed. The inspection shall also include photographs of the Property, as necessary, to document current land use. In addition, the Owner shall conduct groundwater monitoring at wells MW-11 and MW-13 at the Property in accordance with the Groundwater Monitoring Plan, dated August 18, 2016, as amended, to confirm that the benzene groundwater plume is not migrating off of the Property. Groundwater inspection events will be conducted by qualified personnel, and records of these inspections will be maintained by the Owner until groundwater at the site meets the residential cleanup standards set by the EPD for the COCs identified at the Property. In addition, Owner shall submit annual groundwater monitoring reports to the EPD which shall include descriptions of sampling equipment, sampling collection techniques, sampling handling/preservation and decontamination procedures and document the integrity of the existing wells.
5. Periodic Reporting. At the end of each year, but no later than January 30, beginning the first January following the effective date of this Environmental Covenant, the Owner shall submit a written report to EPD that the restrictions established in this Environmental Covenant remain in place and are being followed. The report will include groundwater data collected from the facility since January 1 of the reporting year.

- (d) 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 found or affected;
- (e) 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) This Environmental Covenant will not, to Grantor's knowledge and belief, materially violate or contravene any zoning law or other law regulating use of the Property; and
- (g) 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. Dr., S.E.
Suite 1054, East Tower
Atlanta, GA 30334

MI Windows and Doors, LLC.
Mike Troutman
650 W. Market Street
Gratz, PA 17030

Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenant Act, on the 27th day of December, 2016.

MIWD, LLC


Mike Troutman
Director of Safety and Environmental Excellence
650 W. Market Street
Gratz, PA 17030

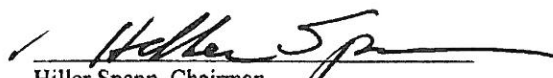
Dated: 10/21/16

NAME OF COMPANY AS HOLDER

DEVELOPMENT AUTHORITY OF JENKINS COUNTY

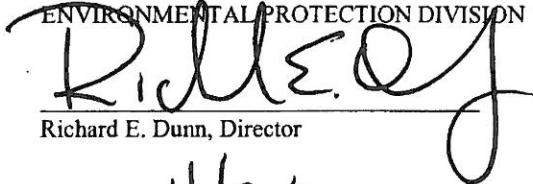
Dated: 10/13/16

DEVELOPMENT AUTHORITY OF JENKINS
COUNTY


Hiller Spann, Chairman
548 Cotton Avenue
Millen, GA 30442

Dated: 10/13/16

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION


Richard E. Dunn, Director

Dated: 11/30/16

Signed, sealed, and delivered in the presence of:

Donald J. Kuslan
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

2 MLK Jr Dr; Ste 1456; Atlanta GA
Unofficial Witness Address (Print) 30334

Arnette Luma
Notary Public (Signature)

My Commission Expires June 14, 2018

For the State of Georgia

Environmental Protection Division:

Richard E. Dunn (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 11/30/2016
(NOTARY SEAL)

Exhibit A
Legal Description
(cont'd)

thence northwesterly along the curvature of the northerly right-of-way of Brinson Road an arc distance of 317.0 feet (subtended by a chord having a bearing of North 68 degrees 45 minutes West a distance of 315.6 feet) to a point;

thence North 78 degrees 13 minutes West a distance of 622.3 feet to the concrete monument at the POINT OF BEGINNING; all according to survey for Remington South, Inc. by William Lowndes Whatley, East Metro Surveyors, Inc., Registered Land Surveyors, dated March 19, 1987, and recorded in the office of the Clerk of Superior Court of Jenkins County, Georgia, in Plat Book 12, Folio 5, which plat and description are incorporated herein and made a part of this description by reference.

AND

All that tract or parcel of land situate, lying and being in the 1635th G. M. District of Jenkins County, Georgia, and more particularly described as follows:

To find the point of beginning, commence at the intersection of the southern right-of-way of State Route No. 21 (100-foot right-of-way) with the western right-of-way of Brinson Road;

run thence North 80 degrees 34 minutes 18 seconds West as measured along the southern right-of-way of State Route No. 21, 297.38 feet to a concrete marker;

continue thence North 80 degrees 34 minutes 18 seconds West as measured along the southern right-of-way of State Route No. 21, 80.0 feet to a concrete marker;

run thence South 9 degrees 23 minutes 03 seconds West, 399.93 feet to a concrete marker located at the point of beginning;

running thence South 9 degrees 23 minutes 03 seconds West, 293.1 feet to an iron pin;

running thence North 56 degrees 05 minutes 39 seconds West, 707.25 feet to an iron pin and concrete marker;

running thence South 80 degrees 34 minutes 41 seconds East, 643.46 feet to the point of beginning.

Containing 2.16 acres and identified as Tract "A" on land title survey for Remington South, Inc., Jenkins County Development Authority, and TICOR Title Insurance Company of California dated November 30, 1988, last revised July 13, 1989, prepared by Marvin D. Clements, Georgia Registered Land Surveyor.

LESS AND EXCEPT:

All that tract or parcel of land situate, lying and being in the 1635th G. M. District of Jenkins County, Georgia, and more particularly described as follows:

To find the point of beginning, commence at the intersection of the southern right-of-way of State Route No. 21 (100-foot right-of-way) with the western right-of-way of Brinson Road;

run thence North 80 degrees 34 minutes 18 seconds West as measured along the southern right-of-way of State Route No. 21, 297.38 feet to a concrete marker;

continue thence North 80 degrees 34 minutes 18 seconds West as measured along the southern right-of-way of State Route No. 21, 80.0 feet to a concrete marker;

Exhibit B-1
Project Area Map

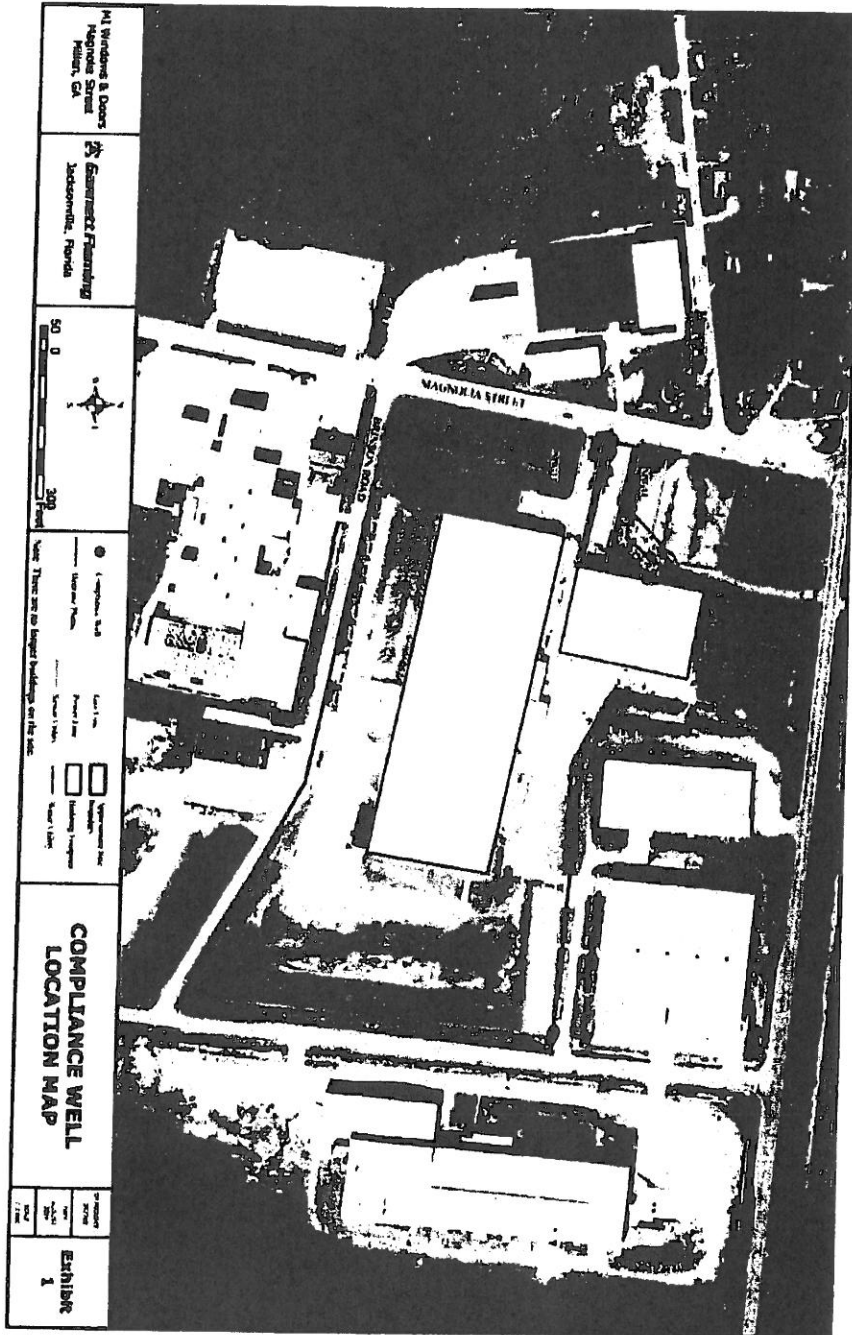


Exhibit C-1
SITE INSPECTION FORM

Inspector/Title:	
Date/Time of Inspection:	
Number of attached photographs documenting current land use and issues	

Any residence observed on the property?

_____ yes _____ no

Any water use wells/well head observed on the property?

_____ yes _____ no

Sign/Permanent Marker present at Point-of-Entry of property

_____yes _____no

Downgradient groundwater data shows plume within boundary

_____ yes _____ no

Inspector's Initials: _____