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JOHN A. DICKERSON
ALLAN R. RAMSAY
MARLIN R. ESCOE

B. NICHOLE CARSWELL
AUSTIN L. PERRY

February 3, 2015

VIA Certified Mail
Return Receipt #7010 1670 0002 5169 5488

Mr. Eric Spears
Mr. Todd Powell
3156 Grady School Road
Canon, GA 30520

Re: 125 Clark Street
Toccoa, Stephens County, GA

Dear Mr. Spears and Mr. Powell:

Enclosed herewith please find the following in connection with the above referenced matter:

- 1) Copy of Environmental Covenant between Eric Spears and Todd Powell, Coats & Clark, Inc. and State of Georgia Environmental Protection Division which is recorded in Deed Book 1056, Pages 181-186 of the Stephens County records.

It has been a pleasure to assist in this matter. If you should have any questions, do not hesitate to call my office.

Sincerely,



Marlin R. Escoe

MRE/ds
Enclosure

COPY

STEPHENS COUNTY
CLERK OF COURT
TIMOTHY D. QUICK, CLERK
BOOK 1056 PAGE 181-186

2015 JAN 8 PM 4 07

After recording please return to:
McCLURE, RAMSAY, DICKERSON & ESCOE, LLP
MARLIN R. ESCOE
P.O. Drawer 1408
Toccoa, Georgia 30577
706-886-3178

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: Deed Book: 673,
Page 38

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. 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 Property/Grantor:

Eric Spears and Todd Powell
3156 Grady School Road
Canon, GA 30520

Grantee/Holder:

Coats & Clark Inc.
374 Coats Drive
Toccoa, GA 30577-7986

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

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1152 East Tower
Atlanta, Georgia 30334

Parties with interest in the Property:

Eric Spears and Todd Powell
3156 Grady School Road
Canon, GA 30520

First Citizens Bank and Trust Company, Inc.
12380 Augusta Road
Lavonia, GA 30553

Property:

The area subject to this Environmental Covenant is Lot No. 6 of the Coats & Clark, Inc. Property located at 125 Clark Street, Toccoa, Stephens County, Georgia 30577 (hereinafter "property"). This tract of land was conveyed on July 22, 2004 by Warranty Deed from John Ledford to Todd Powell and Eric Spears and recorded in Deed Book 673, Pages 38-39, Stephens County records. A complete legal description of the property is attached as Exhibit "A."

Tax Parcel Number:

Tax ID T10-007 of Stephens County, Georgia

Name and Location of Administrative Records: Stephens County Tax Commissioner
70 North Alexander Street
Toccoa, GA 30577

The corrective action at the property that is the subject of this Environmental Covenant is described in the following document[s]:

Voluntary Remediation Program Compliance Status Report, dated November 20, 2013, for the former Coats & Clark Inc. Plant 1, Toccoa, Georgia, HSI Site No. 10630.

This document is available at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, Georgia 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

This document is also available online at: <http://www.gaepd.org/Documents/vrp.html>

Description of Contamination and Corrective Action:

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, et seq. by Todd Powell and Eric Spears, their successors and assigns, Coats & Clark Inc., and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns.

Grantor, Todd Powell and Eric Spears (hereinafter "Todd and Powell"), hereby binds Grantor, their 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 Coats & Clark Inc. and EPD.

Todd Powell and Eric Spears make the following declaration as to restriction 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 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 Coats & Clark Inc., EPD, Todd Powell and Eric Spears and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Coats & Clark Inc., or its successors and assigns, Todd Powell and Eric Spears or his 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 of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall provide the recorded location of the Environmental Covenant.
3. Activity and Use Limitations. The use or extraction of groundwater beneath the Property for drinking water shall be prohibited.
4. Periodic Reporting. Coats & Clark Inc. shall provide EPD with documentation at least annually certifying compliance with this document.
5. 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 Recorder of Deeds for Stephens County 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) Coats & Clark Inc., (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, and (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located.
6. 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 Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-07 of the Rules, whereupon the Environmental Covenant shall 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.
7. 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.
8. No Property Interest Created in EPD. The 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 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;

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 1054 East Tower
Atlanta, Georgia 30334

Coats & Clark Inc.
374 Coats Drive
Toccoa, GA 30577-7986

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the ____ day of ____, 2014.

MRE
Unofficial Witness

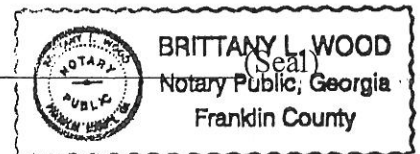
Debra Sessions
Unofficial Witness

Keith Howard
Unofficial Witness

Dorothy Kislas
Unofficial Witness

Todd Powell (Seal)
Todd Powell

Eric Spears
Eric Spears



Coats & Clark Inc.

By: [Signature]
Vice President & Controller

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

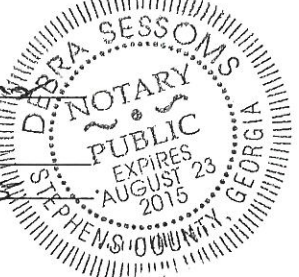
Judson H. Turner
Judson H. Turner
Director

Dated: 12/15/14

STATE OF GEORGIA
COUNTY OF STEPHENS

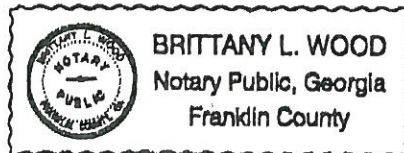
On this 7th day of October, 2014, I certify that Todd Powell personally appeared before me, and acknowledged that he executed the within and foregoing instrument, and signed said instrument by free and voluntary act, and on oath stated that she/he was authorized to execute said instrument.

Debra Sessoms
Notary Public in and for the State of
Georgia, residing at Stephens
My Commission Expires: 8/23/15



STATE OF GEORGIA
COUNTY OF STEPHENS

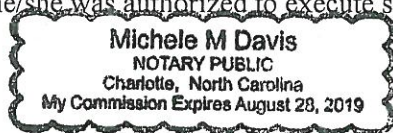
On this 14 day of July, 2014, I certify that Eric Spears personally appeared before me, and acknowledged that he executed the within and foregoing instrument, and signed said instrument by free and voluntary act, and on oath stated that she/he was authorized to execute said instrument.



Brittany Wood
Notary Public in and for the State of
Georgia, residing at 5335 Hwy 145, Carnesville
My Commission Expires: 8/23/15

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

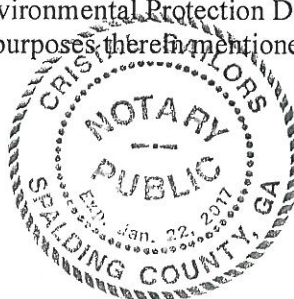
On this 21st day of November, 2014, I certify that H. Michael Schofer personally appeared before me, and acknowledged that he/she is the V.P. & Controller of Coats & Clark, Inc., that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.



Michele M Davis
Notary Public in and for the State of
North Carolina, residing at 12721 Silveroak Lane
My Commission Expires: 8-28-19

STATE OF GEORGIA
COUNTY OF Fulton

On this 15th day of December, 2014, I certify that Judson H. Ju 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 of State of Georgia Environmental Protection Division to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in this instrument.



Crista Sanders
Notary Public in and for the State of
Georgia, residing at Spalding County
My Commission Expires: 1/22/17

Exhibit "A"

All that tract or parcel of land with improvements thereon, lying in the 440 G.M.D., City of Toccoa, the County of Stephens, State of Georgia, being LOT #6 COATS & CLARK, INC. as shown on a plat of survey thereof by James H. Garrett, Jr., Registered Surveyor, dated August 29, 1957, which is recoded in Plat Book 3, Page 236, Stephens County records, reference to which is hereby made for a more complete description of said property.

The above described property being the same as that conveyed by Warranty Deed from John Ledford to Todd Powell and Eric Spears July 22, 2004, recorded in Deed Book 673, Pages 38-39, Stephens County records.