



**KAZMAREK MOWREY  
CLOUD LASETER LLP**  
ENVIRONMENTAL & ENERGY LAW

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April 17, 2018

**VIA OVERNIGHT DELIVERY AND E-MAIL**

Mr. Jim Brown, Program Manager  
Land Protection Branch  
Environmental Protection Division  
Georgia Department of Natural Resources  
2 Martin Luther King, Jr. Drive, S.E.  
Suite 1054 East Tower  
Atlanta, Georgia 30334



Re: Environmental Covenant, Hazardous Waste Facility Permit HW-093(D), Hood  
Packaging Corporation, Valdosta, Lowndes County, Georgia

Dear Mr. Brown:

Consistent with our prior correspondence and Section 8 of the subject Covenant, enclosed is a copy of the recorded Covenant. Thanks for your continued assistance with this matter and in closing out the subject Permit.

Sincerely,

Douglas E. Cloud

Enclosure

cc: Mr. Jim McNamara (via e-mail)  
Ms. Faney Foster (via e-mail)  
Mr. John Burnam (via e-mail)  
Mr. John McTier (via e-mail)

RETURN TO:  
BarnesLaw, LLC  
111 W. Adair Street  
Valdosta, GA 31601  
(229) 244-7774

01540076005

STATE OF GEORGIA  
COUNTY OF Lowndes

LOWNDES COUNTY, GA  
FILED IN OFFICE

18 APR -3 PM 3:59

*Beck C. Greene*  
CLERK OF SUPERIOR COURT

After Recording Return to:

Georgia Environmental Protection Division  
Land Protection Branch  
2 Martin Luther King, Jr. Drive, SE  
Suite 1054 East  
Atlanta, Georgia 30334-9000

### 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:**

Hood Packaging Corporation  
910 River Street  
Valdosta, GA 31601

**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 1054 East Tower  
Atlanta, GA 30334-9000

### Property:

The closed cell on the property of Hood Packaging Corporation, located 910 River Street in Valdosta, Lowndes County, Georgia (hereinafter "Property"), is the subject of this Environmental Covenant. This closed cell of land was surveyed and recorded on 31 January 1995 in Plat Record Book 38, Page 93, Lowndes County Records. It is 0.102 acres of industrial property, located in Land Lot 31 of the 11<sup>th</sup> District of Lowndes County, inside the city limits of Valdosta, GA. A complete legal description of the closed cell is attached as Exhibit A and a map of the cell is attached as Exhibit B.

**Tax Parcel Number(s):**

0119A-033 and 0119B-033 of Lowndes County, Georgia

**Name and Location of Administrative Records:**

The records associated with this Property are available at the following location:

Georgia Environmental Protection Division  
Land Protection Branch  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, GA 30334-9000  
M-F 8:00 AM to 4:30 PM excluding state holidays

**Description of Contamination and Corrective Action:**

This Property has undergone corrective action subject to the requirements of Resource Conservation Recovery Act (RCRA) hazardous waste facility permit HW-093(D). However, institutional controls and engineering controls listed herein are required due to the remaining presence of certain regulated substances, hazardous waste constituents or hazardous constituents regulated under the Georgia Hazardous Site Response Act, O.C.G.A. 12-8-90 *et seq.* (HSRA); HSRA Rules for Hazardous Site Response, Chapter 391-3-19 (HSRA Rules); Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act); and the Georgia Hazardous Waste Management Rules, 391-3-11 (HW Rules). As stated in Section 391-3-19-.06(7)(b) of the HSRA Rules, the Corrective Action performed under the Act and HW Rules is presumed to be in compliance with Type 5 of the risk reduction standards of Rule 391-3-19-.07(10), and the requirements of 391-3-19-.06(3) through (5) of the HSRA Rules do not apply to this Property as a result. Contact the Owner or the Georgia Environmental Protection Division for further information concerning this Property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Hood Packaging Corporation, its successors and assigns, 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 lead occurred on the Property. Lead is a "hazardous constituent" as defined under the Act and the Rules and a "regulated substance" as defined under HSRA and the HSRA Rules. The Corrective Action at this Property consists of the installation and maintenance of engineering controls and institutional controls (limit use to non-residential activities) to protect human health and the environment.

Grantor, Hood Packaging Corporation, hereby binds Grantor, its successors and assigns, to the activity and use restriction(s) on the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. Grantee, EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to the Act 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 or Grantor from exercising any authority under applicable law.

Hood Packaging Corporation 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 on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD, Hood Packaging Corporation and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Hood Packaging Corporation 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 land use restrictions. 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. Maintaining. The integrity of the engineered cap and vegetative cover must be maintained to prevent erosion and subsidence.
5. Periodic Reporting. Biennially, but no later than 1 October 2018 following the effective date of this Environmental Covenant, the Owner shall submit to EPD certification of maintaining the cap and compliance with the Activities and Use Limitations.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the HSRA Rules and defined in and allowed under the Lowndes County's zoning regulations 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 substance that was contained as part of the post-closure care and corrective action program, or create a new exposure pathway, must be approved by EPD, 90 (ninety) days prior to commencement of the activity. With exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that require EPD approval on the Property include, but are not limited to the following: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the

surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

7. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.
8. 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 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) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
9. 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 the HSRA Rules Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the HSRA Rules and O.C.G.A. § 44-16-1 *et seq.*
10. 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.
11. 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 7 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).



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- 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.**

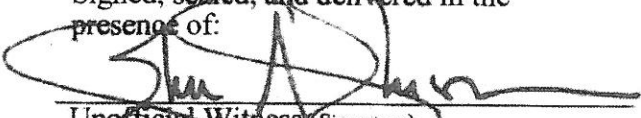
Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division  
Branch Chief/Land Protection Branch  
2 Martin Luther King Jr. Drive SE  
Suite 1054 East Tower  
Atlanta, GA 30334-9000

BR6600P6076

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 28<sup>th</sup> day of February, 2018.

Signed, sealed, and delivered in the presence of:

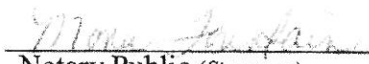
  
Unofficial Witness (Signature)

JOHN A. JOHNSON  
Unofficial Witness Name (Print)

623 North Main Street, Ste 100

Hattiesburg, MS 39401

Unofficial Witness Address (Print)

  
Notary Public (Signature)

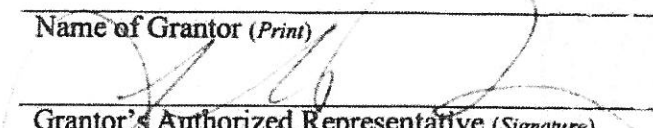
My Commission

Expires: Jan 11, 2020

For the Grantor:

HOOD PACKAGING CORPORATION

Name of Grantor (Print)

  
Grantor's Authorized Representative (Signature)

(Seal)

John A. Burnam

Authorized Representative Name (Print)

General Counsel and Secretary

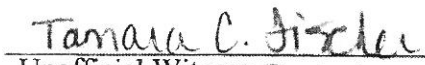
Title of Authorized Representative (Print)

Dated: February 28, 2018

(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

  
Unofficial Witness (Signature)

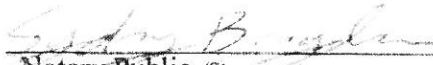
Tamara C. Fischer

Unofficial Witness Name (Print)

2 MLK JR DR Ste 1456 East

Atlanta GA 30334

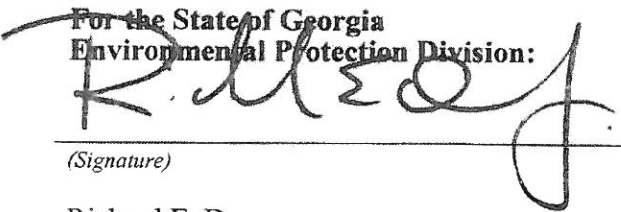
Unofficial Witness Address (Print)

  
Notary Public (Signature)

My Commission

Expires: June 15, 2021

For the State of Georgia  
Environmental Protection Division:

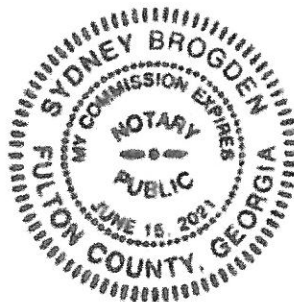
  
(Signature)

(Seal)

Richard E. Dunn  
Director

Dated: 3/19/2018

(NOTARY SEAL)



**EXHIBIT A****Legal Description of Parcel of Land Subject to Restrictions upon Disturbance**

All that tract or parcel of land lying and being in the City of Valdosta, Lowndes County, Georgia which is designated as a "Closed Cell" on a Plat of Survey prepared by Albert E. Slone for Southern Bag Corporation which was and is recorded in Plat Record Book 38 page 93 in the Office of the Clerk of the Superior Court of Lowndes on January 31, 1995. The Closed Cell contains 0.102 acres.

The Point of Beginning ("POB") of the Closed Cell is located by reference first to the intersection of the westerly right of way ("R/W") of the Norfolk Southern Corp. Railroad with the northerly R/W of River Street in said city. ("The Point of Reference" or "POR"). Running thence from the POR and along the RW of said railroad N 50°32'52" W 602.95 feet to a point on said RW; running thence S 84°52'27" W 263.88 feet to the POB; running thence from the POB S 84°52'27" W 72.42 feet; running thence N 35°27'43" W 22.44 feet to an iron pin set ("IPS"); running thence N 01°16'49" E 23.39 feet to an IPS; thence N 33°13'31" E 21.80 feet to an IPS; thence S 78°30'11" E 92.29 feet to an IPS; thence S 26°45'36" W 39.32 to the POB.

As indicated on the Plat of Survey, the Closed Cell lies within other lands owned now or previously by Southern Bag Corporation.



