

After Recording Return to:

ATTN: ALLAN NEX

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054
East
Atlanta, Georgia 30334

Deed Doc: COVE
Recorded 04/07/2016 10:42AM

MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06315 Pg 0087-0098

DOC# 2759

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:

Barrett Real Estate Holdings, LLLP
P. O. Box 742
Dalton, Georgia 30722

Grantee/Holder

Barrett Real Estate Holdings, LLLP
P. O. Box 742
Dalton, Georgia 30722

**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

Parties with interest in the Property:

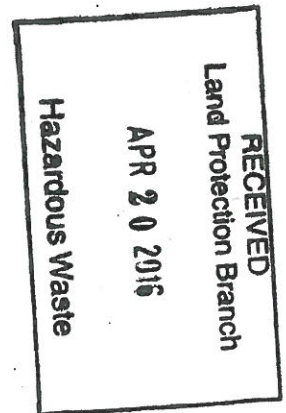
Q.E.P., Co, Inc. (Tenant)
300 Cross Plains Boulevard
Dalton, Georgia 30721

Property:

The property subject to this Environmental Covenant (hereinafter "Property") is located at 300 Cross Plains Boulevard in Dalton, Whitfield County, Georgia. This tract of land was conveyed on April 18, 2003 from Capitol USA, LLC to Barrett Properties, LLC, recorded in Deed Book 3914, Page 113-116 in the Whitfield County Records. Barrett Properties, LLC converted to Barrett Real Estate Holdings, LLLP. The area is located in Land Lot 99 of the 13th District and 3rd Section of Whitfield County, Georgia. The Property is approximately 15.37 acres. 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):

13-099-08-000 and 13-099-09-000 of Whitfield County, Georgia



Name and Location of Administrative Records:

- Revised Voluntary Remediation Program Application
Capitol USA – Dalton Adhesives
May 2011
- Voluntary Remediation Program Semiannual Progress Reports
Capitol USA – Dalton Adhesives
(First report was submitted to EPD in April 2012)
- Voluntary Remediation Plan Compliance Status Report
Capitol USAA – Dalton Adhesives
August 2015

These documents are available at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054, East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state 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 Barrett Real Estate Holdings, LLLP, 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 1,1,1-Trichloroethane, 1,1-Dichloroethene, 1,2-Dichloropropane, Acetone, Chlorobenzene, Chloroform, Dichlorobromomethane, Ethylbenzene, Tetrachloroethene, tran-1,2-Dichloroethene, Trichlorofluoromethane, Xylenes, 1,1-Dichloroethane, 1,2-Dichloroethane, 1,4-Dioxane, Benzene, Chloroethane, Cis-1,2-Dichloroethene, Dichloromethane, Methyl ethyl ketone, Toluene, Trichloroethene and Vinyl Chloride, 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) has occurred on the Property.

The Corrective Action consists of the installation and maintenance of institutional controls to protect human health and the environment, as specified below in the description of the Activity and Use Limitations and Continuing Obligations, along with those obligations pursuant to the site's enrollment in the State of Georgia Voluntary Remediation Program.

Barrett Real Estate Holdings, LLLP 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 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 or access provisions 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 excising any authority under applicable law.

Barrett Real Estate Holdings, LLLP 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 EPD and Barrett Real Estate Holdings, LLLP and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, and by Barrett Real Estate Holdings, LLLP or their successors and assigns, as provided for in O.C.G.A. § 44-16-11, in a court of competent jurisdiction.

Activity and/or Use Limitation(s) and Continuing Obligations

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 the Property to a new owner. Notice to EPD shall be given by certified mail, return receipt requested. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for the continuing monitoring, operation, and maintenance of the Corrective Action, and the continuing obligations hereunder. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to make a material modification or material renovation (e.g. new construction, installation of walls, lowering of ceiling, adjustments to ventilation system) within the area denoted on Exhibit B (including in that part of the building that is within that area).
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. Periodic Reporting. Annually, by no later than January 30th following the effective date of this Environmental Covenant, Barrett Real Estate Holdings, LLLP shall submit to EPD an Annual Report in the form attached hereto as Exhibit C, certifying that the Activity and Use Limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s).

- a. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules. Any residential use on the Property shall be prohibited.
- b. If construction, utility or repair workers require access to subsurface areas where contamination exists (as denoted on Exhibit B), such that any cover then in place (such as pavement, concrete, buildings, etc.) are to be removed, then proper precautions shall be taken to protect those workers under a construction worker risk scenario as specified in the Act, or by OSHA, if a Hazard Communication Program is in effect for the site.
- c. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
- d. Any activity on the Property that may result in the release or exposure to those regulated substances in the subsurface is prohibited, unless performed in accordance with the requirements of paragraph 5(b) above. Any activity on the Property that may create a new exposure pathway is prohibited.

6. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD and their successors and assigns the right to enter the Property at reasonable times for the purpose of performing and 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. Except in the event of an emergency, EPD shall give reasonable advance notice to Owner that they are exercising their rights under this section.

7. Recording of Environmental Covenant and Proof of Notification. Within sixty (60) 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 sixty (60) days of recording. Notice to EPD shall be provided by certified mail, return receipt requested. 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.

8. 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 or 2 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (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 Rules and O.C.G.A. § 44-16-1 et seq.

9. 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.

10. 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.

Barrett Real Estate Holdings, LLLP hereby represents and warrants that:

- a) It 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) It is the sole owner of the Property and holds fee simple title;
- c) It has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Barrett Real Estate Holdings, LLLP's intention to enter into this Environmental Covenant;
- d) To its knowledge, 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) It has served each of the people or entities referenced on the first page hereof with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) To its knowledge, this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) To its knowledge, 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 via certified mail, return receipt requested:

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

Barrett Real Estate Holdings, LLLP
P. O. Box 742
Dalton, Georgia 30722

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the ____ day of _____, 20__.

Signed, sealed, and delivered in the presence of:

Unofficial Witness (Signature)

Larry R. Jones Jr.
Unofficial Witness Name (Print)

718 Sherwood Forest Pl.

Rocky Face GA 30740

Unofficial Witness Address (Print)

Notary Public (Signature)

My Commission Expires: 6/24/2019

Signed, sealed, and delivered in the presence of:

Unofficial Witness (Signature)

Doraleyn S. Kirkland
Unofficial Witness Name (Print)

2 MLK Jr Dr; St 1456

Atlanta GA 30334

Unofficial Witness Address (Print)

Stacey L Jones
Notary Public (Signature)

My Commission Expires: April 22, 2014

For the Grantor:

BARRETT REAL ESTATE HOLDINGS, LLLP

BY ITS GENERAL PARTNER BARRETT PROPERTIES, INC.

Name of Grantor (Print)

Grantor's Authorized Representative (Signature)

Robert W. Caperton, Jr.
Authorized Representative Name (Print)

PRESIDENT

Title of Authorized Representative (Print)

Dated: 02/16/2016
(NOTARY SEAL)



For the State of Georgia
Environmental Protection Division:

(Signature)

Judson H. Turner
Director

Dated: 3/31/2016
(NOTARY SEAL)



<SIGNATURE BLOCK FOR HOLDER OR OTHER APPLICABLE PARTIES>

Exhibit A
Legal Description



BOOK 3914 OF 0115

EXHIBIT "A"

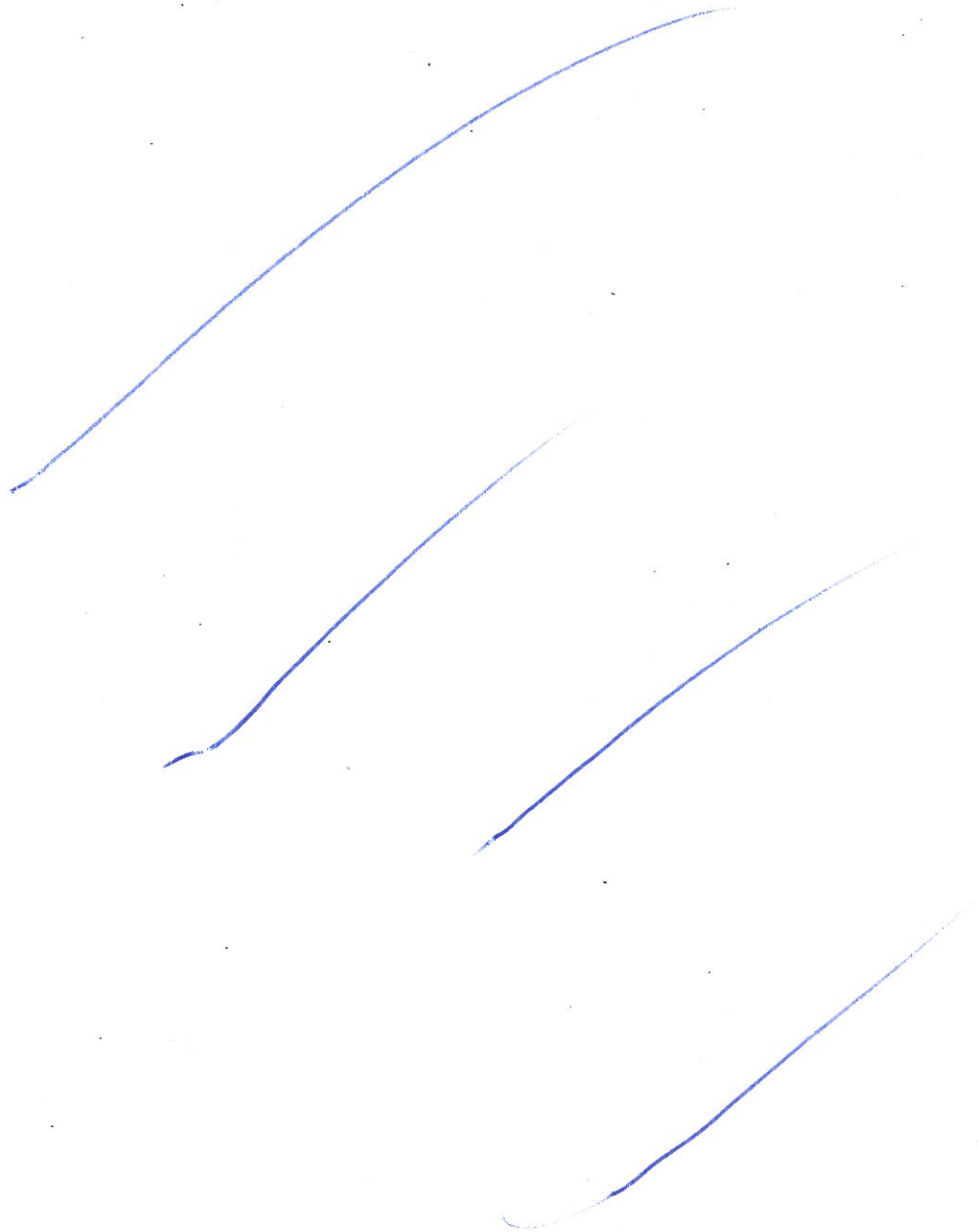
All that tract or parcel of land lying and being in Land Lot No. 99 in the 13th District and 3rd Section of Whitfield County, Georgia, and being Tract Nos. 13, 14 and 15 and being more particularly described according to a plat of survey prepared by Martin Smith, Jr., Georgia Registered Land Surveyor No. 2649, and being more particularly described according to said survey as follows:

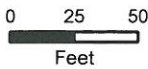
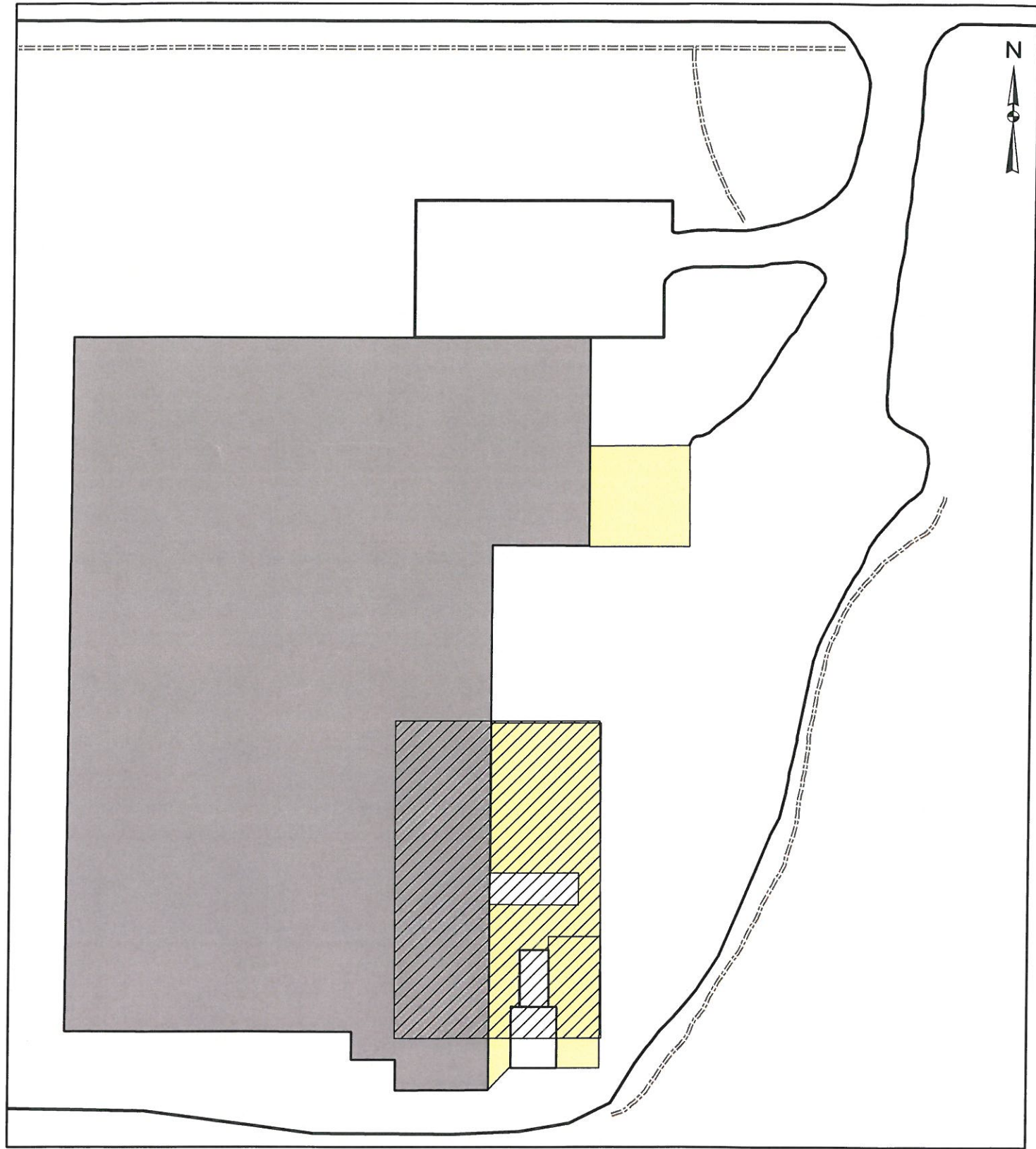
BEGINNING at an iron pin at the intersection of the southeast right of way line of Cross Plains Industrial Boulevard (80' R/W) and the south line of said Land Lot No. 99; thence running north 30 degrees 07 minutes east, along the southeast right of way line of Cross Plains Industrial Boulevard, a distance of 298.23 feet; thence running in a northeasterly direction, along and the southeast right of way line of Cross Plains Industrial Boulevard, along an arc to the right, an arc distance of 711.46 feet, the chord of said arc being north 60 degrees 15 minutes 30 seconds east a chord distance of 679.09 feet; thence running south 89 degrees 35 minutes 51 seconds east, along and the south right of way line of Cross Plains Industrial Boulevard, a distance of 593.84 feet to an iron pin located at the northeast corner of said Tract No. 13; thence leaving Cross Plains Industrial Boulevard and running south 00 degrees 23 minutes 48 seconds west a distance of 599.98 feet to an iron pin on the south line of said Land Lot No. 99; thence running south 89 degrees 36 minutes west, along the south line of said land lot, 1,328.98 feet to the point of beginning.

For prior title, see Deed Book 2742 Page 111, Whitfield County, Georgia Land Records.

Exhibit B

Figure Showing Areas of Known Subsurface Contamination





Legend




-  Environmental Covenant Restricted Area
-  Building
-  Concrete Pad

EXHIBIT C

Georgia Environmental Protection Division
Branch Chief -- Land Protection Branch
2 Martin Luther King, Jr., Drive, S.E.
Suite 1054, East Tower
Atlanta, Georgia 30334

Re: 300 Cross Plains Boulevard
Dalton, Whitfield County, Georgia, 30721 (the Property)

To whom it may concern:

_____ is the current owner of the Property. The Environmental Covenant for the Property, recorded on _____, requires that the current Property owner certify annually that the Activity and Use Limitations in the Covenant are being abided by.

Georgia Environmental Protection Division

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_____ certifies that, in the past twelve months:

- 1) The Property has been used only for non-residential uses, as defined in the Department's rules.
- 2) No construction, utility or repair workers required access to subsurface areas where contamination exists, as denoted on Exhibit B to the Covenant. [Or, "Work was performed in areas where contamination exists, as denoted on Exhibit B, and proper precautions were taken to protect those workers under a construction worker risk scenario, or as required under OSHA.]
- 3) There has been no use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purpose.
- 4) No material modification or material renovation (e.g. new construction, installation of walls, lowering of ceiling, adjustments to ventilation system) has occurred within the area denoted on Exhibit B (including in that part of the building that is within that area) without prior authorization by the EPD.

Sincerely,
