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PARTICIPANT ID: 0872179815,7067927936
CLERK: Alan Lee
Carroll County, GA

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

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:	Southwire Company, LLC One Southwire Drive Carrollton, GA 30119
Grantee/Holder:	Southwire Company, LLC One Southwire Drive Carrollton, GA 30119
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 Atlanta, Georgia 30334

Parties with interest in the Property: N/A

Property:

The area subject to this Environmental Covenant is known as Wire Division (WD) Process Area (hereinafter "Property") and is approximately 94.44 acres within the Southwire Company, LLC (hereinafter "Southwire") Carrollton Facility, located at 1 Southwire Drive, Carrollton, Carroll County, Georgia. The central tract of land containing this area was conveyed on February 10, 2003 from Roy Richards Etals to Southwire recorded in Deed Book 2148, Page 217, Carroll County Records. The area is located in Land Lot 251 of the 5th District of Carroll County, Georgia. A complete legal description of the Property is attached as Exhibit A-1 and a map of the area is attached as Exhibit B-1. Within the Property is an area called Solid Waste Management Unit (SWMU) 19 that has its own legal description and map, attached as Exhibit A-2 and Exhibit B-2, respectively.

Tax Parcel Number(s):

C06 0100002 of Carroll County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents:

- Wire Division Corrective Action Plan dated June 4, 2014, as amended, and Wire Division Corrective Action Plan Addendum dated September 10, 2018, as amended (hereinafter "WD CAP" and "WD CAP Addendum")
- Solid Waste Management Unit 19 Correction Action Plan dated June 30, 2014 and revised November 21, 2014 (hereinafter "SWMU 19 CAP")
- Wire Division Operations Monitoring and Maintenance Plan dated February 24, 2015, as amended (hereinafter "WD OMM Plan")
- Copper Division Corrective Action Plan dated August 4, 2017, as amended (hereinafter "CD CAP")

These documents are available at the following locations:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Description of Contamination and Corrective Action:

This Property is subject to the requirements of Resource Conservation Recovery Act (RCRA) hazardous waste facility permit [HW-068(D)]. Historical facility operations have impacted environmental media at the site, and the presence of hazardous waste, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act) and the Georgia Hazardous Waste Management Rules, 391-3-11 (Rules) were indicated to be present. Several solid waste management units (SWMUs) were identified on the Property and subsequently assessed for potential risk to human health and the environment based on current land use as an industrial facility (i.e. non-residential). Institutional controls are required to maintain use and access at the Property for non-residential use. Contact the property 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 Southwire, 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 to maintain use and access at the Property for

non-residential use. WD is private property that is owned and maintained solely by Southwire as an active industrial facility. Southwire will maintain the land use controls, including site fencing and access control, already in place at the identified SWMUs within the Property.

Grantor, Southwire, 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 and the rights conveyed under this Environmental Covenant pursuant to the Act and Rules. Failure to timely enforce compliance with the Environmental Covenant or the use or activity limitation 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.

Southwire 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 insure to the benefit of EPD, Southwire and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Southwire 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 Corrective Action. 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 from non-residential to residential. The Owner of the Property must notify any potential purchaser of the Property that the area called SWMU 19 was previously used for disposal of waste oils containing PCBs, has been remediated, and is restricted to use as a low occupancy area as defined in 40 CFR 761.3.
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 the Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. Annually, by no later than January 30th of each calendar year, the Owner shall submit to EPD an Annual Report including but not limited to inspection and certification of non-residential use of the Property, inspection of Engineering Controls, verification of implementation of

the WD Operations, Monitoring and Maintenance (OMM) Plan, and documentation stating whether or not the activity and use limitations, including groundwater use limitation, in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined as any real property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification (SIC) major groups 01-97 inclusive (except the four-digit codes 4941, 8051, 8059, 8062-3, 8069, 8211, 8221-2, 8351, 8661, and 9223), and defined in and allowed under the Carroll 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 changes to the exposure pathways in the WD CAP the SWMU 19 CAP, and/or the CD CAP must be evaluated for risk potential and EPD advised accordingly, and approved by EPD prior to implementation.
6. Engineering Controls. Security measures including fencing and access control shall be maintained. A vegetative cover shall be maintained on the closed landfill (SWMU 14).
7. Groundwater Limitation. The use or extraction of groundwater beneath SWMU 5, SWMU 14 and SWMU 19 for drinking water use purposes shall be prohibited.
8. Permanent Markers. Permanent markers on each side of the areas with restricted groundwater use shall be installed and maintained that delineate the restricted areas. Disturbance or removal of such markers is prohibited.
9. 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 evaluating the corrective action; to take samples, to inspect the Property, to inspect records that are related to the corrective action program, and to determine compliance with this Environmental Covenant.
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 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 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 record 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.
11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-9, unless and until the Director determines that the Property meets residential clean-up standards, whereupon the Environmental Covenant may be amended or revoked in accordance 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 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 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 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

Southwire Company, LLC
One Southwire Drive
Carrollton, GA 30119

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 29th day of April, 2019.

Signed, sealed, and delivered in the presence of:

Paul N. Sims

Unofficial Witness (Signature)

Paul N. Sims

Unofficial Witness Name (Print)

1 Southwire Drive

Carrollton, GA 30119

Unofficial Witness Address (Print)

Jeffrey Oliver

Notary Public (Signature)

My Commission Expires: July 27, 2019

For the Grantor:

Southwire Company

Name of Grantor (Print)

Burt M. Fealing

Grantor's Authorized Representative (Signature)

Burt M. Fealing

Authorized Representative Name (Print)

EVP, General Counsel and Secretary

Title of Authorized Representative (Print)

Dated: April 29, 2019



Signed, sealed, and delivered in the presence of:

Tamara C. Fischer

Unofficial Witness (Signature)

Tamara C. Fischer

Unofficial Witness Name (Print)

2 MLK JR DR SE, Ste 1456 East Tower

Atlanta GA 30334

Unofficial Witness Address (Print)

Stacey L Jones

Notary Public (Signature)

My Commission Expires: 4-22-2020

For the State of Georgia

Environmental Protection Division:

Richard E. Dunn

(Signature)

Richard E. Dunn

Director

Dated: 5/3/19

(NOTARY SEAL)



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Exhibit A
Legal Descriptions

EXHIBIT A-1
LEGAL DESCRIPTION FOR WIRE DIVISION PROCESS AREA

TRACT 1

All that tract or parcel of land lying and being located in land lot 251 of the 5th district, City of Carrollton, Carroll County, Georgia and being more particularly described as follows; beginning at a concrete monument found at the intersection of the north right of way of State Route 166 Bypass (variable right of way) and the west right of way of Norfolk Southern Railroad (variable right of way); from said point of beginning thence running along the north right of way of State Route 166 Bypass N 88°22'14" W for a distance of 380.71' to a concrete monument found; thence continue running N 88°21'43" W for a distance of 949.23' to a point; thence leaving said right of way and running N 04°51'29" W for a distance of 302.93' to a point; thence running along a curve turning to the left with an arc length of 79.46', with a radius of 126.97', with a chord bearing of N 25°27'30" W, with a chord length of 78.17' to a point; thence continue running N 42°53'40" W for a distance of 179.58' to a fence corner; thence running N 84°11'14" W for a distance of 301.43' to a fence corner; thence running N 03°57'33" W for a distance of 49.15' to a building corner; thence running N 13°24'23" E for a distance of 54.19' to a building corner; thence running N 00°01'46" W for a distance of 50.48' to a porch corner; thence running N 75°06'20" W for a distance of 171.17' to a fence corner; thence running S 81°50'14" W for a distance of 159.69' to a fence corner; thence running N 66°59'15" W for a distance of 97.01' to a point; thence running N 60°00'40" W for a distance of 71.60' to a point on the east right of way of Dixie Street; thence running along said right of way N 02°43'22" E for a distance of 928.64' to a point; thence leaving said right of way running S 82°28'04" E for a distance of 133.00' to a fence corner; thence running N 07°00'52" E for a distance of 309.79' to a fence corner; thence running S 86°18'03" E for a distance of 21.16' to a fence corner; thence running N 07°08'01" E for a distance of 313.59' to a fence corner; thence running N 80°39'28" W for a distance of 33.06' to a fence corner; thence running N 00°30'28" E for a distance of 124.25' to a fence corner; thence running along a curve turning to the right with an arc length of 53.14', with a radius of 48.76', with a chord bearing of N 46°05'15" E, with a chord length of 50.55' to a fence corner; thence running N 02°32'43" E for a distance of 114.19' to a fence corner; thence running N 87°41'29" W for a distance of 8.24' to a fence

corner; thence running N 02°52'34" E for a distance of 242.65' to a fence corner; thence running S 88°27'53" E for a distance of 343.78' to a fence corner; thence running N 02°21'41" E for a distance of 25.68' to a building dividing wall; thence running along said dividing wall S 87°16'20" E for a distance of 120.36' to a point; thence continue running along said dividing wall N 02°10'23" E for a distance of 150.28' to a point; thence leaving said dividing wall running along the face of a building S 87°32'24" E for a distance of 167.68' to a point on the east right of way of Norfolk Southern Railroad (variable right of way); thence running along said right of way S 13°47'38" E for a distance of 638.34' to a point; thence continue running along said right of way S 76°12'22" W for a distance of 32.50' to a point; thence running along said right of way S 13°52'06" E for a distance of 700.00' to a point; thence continue running N 76°08'09" E for a distance of 32.50' to a point; thence continue running S 13°51'51" E for a distance of 218.11' to a point; thence continue running S 14°54'38" E for a distance of 162.40' to a point; thence continue running S 17°30'45" E for a distance of 106.25' to a point; thence continue running S 20°19'02" E for a distance of 83.08' to a point; thence continue running S 22°19'05" E for a distance of 90.43' to a point; thence continue running S 24°52'24" E for a distance of 104.58' to a point; thence continue running S 27°43'38" E for a distance of 115.65' to a point; thence continue running S 30°37'46" E for a distance of 107.66' to a point; thence continue running S 33°09'40" E for a distance of 110.70' to a point; thence continue running along said right of way S 36°00'18" E for a distance of 110.61' to a point; thence continue running S 38°41'56" E for a distance of 97.03' to a point; thence continue running S 41°22'36" E for a distance of 110.57' to a point; thence continue running S 42°44'27" E for a distance of 98.20' to a point; thence continue running S 43°00'36" E for a distance of 67.80' to a point; thence continue running S 43°12'27" E for a distance of 88.25' to a point; thence continue running S 43°06'18" E for a distance of 103.24' to a point; thence continue running S 43°05'39" E for a distance of 104.98' to a point; thence continue running S 43°09'35" E for a distance of 97.38' to a point; thence continue running S 42°32'22" E for a distance of 69.73' to a concrete monument and point of beginning; said tract contains 72.56 acres and is shown as tract 1 on a survey for Southwire, Carrollton Wire Division Process Area prepared by Georgia & West, Inc dated December 19, 2018.

TRACT 2

All that tract or parcel of land lying and being located in land lots 250 and 251 of the 5th district, City of Carrollton, Carroll County, Georgia and being more particularly described as follows; beginning at a point at the intersection of the north right of way of State Route 166 Bypass (variable right of way) and the east right of way of Norfolk Southern Railroad (variable right of way); from said point of beginning thence running along the east right of way of Norfolk Southern Railroad N 43°15'25" W for a distance of 68.20' to a point; thence continue running N 42°32'22" W for a distance of 70.56' to a point; thence continue running N 43°09'43" W for a distance of 97.28' to a point; thence continue running N 43°05'39" W for a distance of 105.22' to a point; thence continue running N 43°06'18" W for a distance of 103.34' to a point; thence continue running N 43°12'27" W for a distance of 88.16' to a point; thence running N 43°00'36" W for a distance of 67.81' to point; thence continue running N 42°44'35" W for a distance of 96.51' to a point; thence continue running N 41°22'59" W for a distance of 106.81' to a point; thence running N 38°41'52" W for a distance of 92.63' to a point; thence running N 36°00'14" W for a distance of 105.56' to a point; thence continue running N 33°09'34" W for a distance of 106.10' to a point; thence running N 30°37'49" W for a distance of 103.07' to a point; thence running N 27°43'27" W for a distance of 110.17' to a point; thence running N 24°52'30" W for a distance of 100.04' to a point; thence running N 22°19'08" W for a distance of 86.19' to a point; thence running N 20°19'10" W for a distance of 79.39' to a point; thence running N 17°31'55" W for a distance of 100.41' to a point; thence continue running along said right of way N 14°54'38" W for a distance of 159.68' to a point; thence continue running N 13°51'51" W for a distance of 217.67' to a point; thence running N 13°52'06" W for a distance of 699.92' to a point; thence running N 13°47'38" W for a distance of 547.27' to a point; thence leaving said right of way and running along a building dividing wall N 76°10'04" E for a distance of 324.58' to a point; thence continue running along a dividing wall S 13°57'56" E for a distance of 25.00' to a point; thence continue running N 76°10'04" E for a distance of 65.00' to a point; thence running N 13°57'56" W for a distance of 25.00' to a point; thence continue running along a dividing wall N 76°10'04" E for a distance of 95.20' to a point; thence leaving said dividing wall running along the face of a building S

13°57'56" E for a distance of 92.59' to a building corner; thence running along the face of a building N 76°01'33" E for a distance of 93.22' to a fence corner; thence running S 14°26'06" E for a distance of 338.09' to a point; thence running S 15°57'09" E for a distance of 390.19' to a fence corner; thence running S 49°20'49" E for a distance of 30.53' to a point; thence running S 13°25'48" E for a distance of 99.61' to a point; thence running S 17°00'07" E for a distance of 296.92' to a fence corner; thence running S 61°52'25" W for a distance of 457.86' to a fence corner; thence running S 14°39'14" W for a distance of 284.10' to a fence corner; thence running S 56°13'58" E for a distance of 146.88' to a fence corner; thence running N 88°49'15" E for a distance of 159.20' to a fence corner; thence running S 20°01'25" E for a distance of 288.52' to a fence corner; thence running S 69°01'28" W for a distance of 79.86' to a fence corner; thence running S 15°45'21" E for a distance of 39.05' to a point; thence running S 04°12'07" E for a distance of 50.10' to a point; thence running S 03°56'54" E for a distance of 123.53' to a fence corner; thence running S 64°37'09" W for a distance of 91.80' to a fence corner; thence running S 34°28'01" E for a distance of 88.74' to a fence corner; thence running S 42°30'42" E for a distance of 835.94' to a fence corner; thence running S 62°34'34" E for a distance of 141.65' to a concrete monument found on the north right of way of State Route 166 Bypass (variable right of way); thence running along said right of way a curve turning to the right with an arc length of 67.56', with a radius of 3639.76', with a chord bearing of S 80°06'47" W, with a chord length of 67.56' to a point on the east right of way of Norfolk Southern Railroad and the point of beginning; said tract contains 21.88 acres and is shown as tract 2 on a survey for Southwire, Carrollton Wire Division Process Area prepared by Georgia & West, Inc dated December 19, 2018.

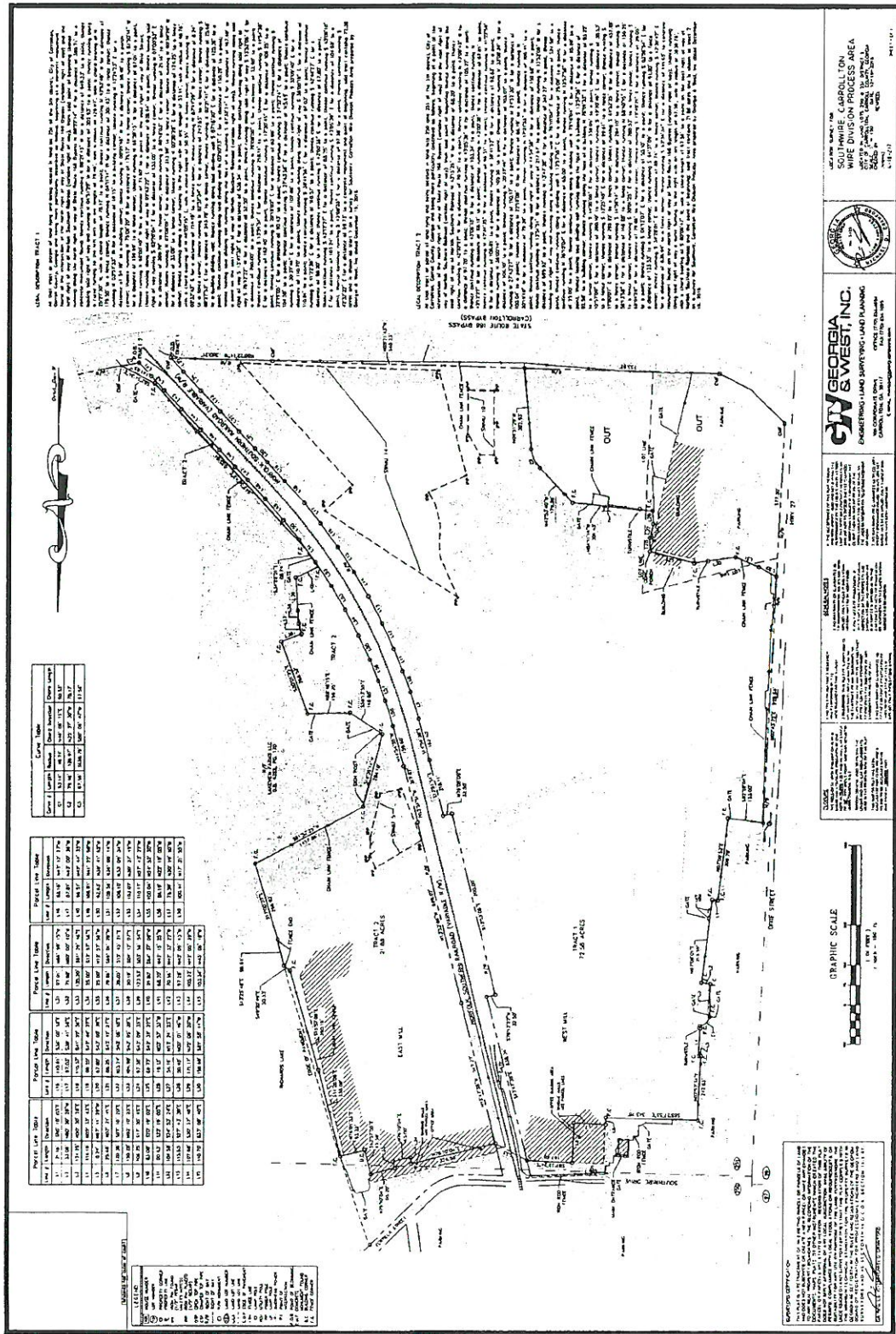
EXHIBIT A-2

LEGAL DESCRIPTION FOR SOLID WASTE MANAGEMENT UNIT (SWMU) 19

All that tract or parcel of land lying and being located in land lot 251, 5th district, City of Carrollton, Carroll County, Georgia and being more particularly described as follows; to reach the point of beginning commence at the centerline intersection of Southwire Drive and Norfolk Southern Railroad; thence running S 03°12'35" E for a distance of 2,744.61' to an iron pin placed; thence running S 31°27'08" E for a distance of 91.53' to an iron pin placed; thence running S 00°01'21" W for a distance of 162.68' to an iron pin placed; thence running N 88°54'41" W for a distance of 98.52' to an iron pin placed; thence running N 00°21'45" W for a distance of 119.84' to an iron pin placed; thence running N 00°21'45" W for a distance of 119.81' to an iron pin placed; thence running S 89°10'45" E for a distance of 52.33' to an iron pin placed and the point of beginning; said tract contains 21,967 square feet according to a location survey for Southwire Company SWMU 19 prepared by Georgia and West, Inc. dated November 16, 2018 and last revised December 10, 2018.

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DATE: 5/10/2019
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Exhibit B
Site Location Maps



Surveyed by: [Name]
Date: [Date]
Scale: [Scale]

