

JUN 12 2013

LB Foster

415 Holiday Drive
Pittsburgh, PA 15220
(412) 928-3400
(412) 928-7891 (Fax)

Response and Remediation Program

June 11, 2013

VIA FEDERAL EXPRESS

Mr. Derrick Williams, Program Manager
Response and Remediation Program
Georgia Department of Natural Resources
Environmental Protection Division
2 Martin Luther King, Jr. Drive, S.E.
Suite 1462, East Tower
Atlanta, Georgia 30334-9000

Re: Former Southern Pipe Coating Operation Site, HSI #10757
Tax Parcels: 6-252-029 and 6-252-029
6420 Corley Road, Norcross, Gwinnett County, Georgia

Dear Mr. Williams:

Enclosed please find the file-stamped copy of the recorded Environmental Covenant for the above referenced Site. Copies of the file-stamped Covenant have been sent to the parties named in Item 7 under Activity and/or Use Limitation(s) of the Covenant.

Should you have any questions or require additional information, please call me at 412-928-3402 or our environmental consultant for the project, Robert Finkelstein of T-2 Environmental at 281-615-1487.

Regards,

L.B. FOSTER COMPANY



Steven L. Hart

cc: E. Chew, GA EPD (via e-mail)
D. Brownlee, GA EPD (via e-mail)
R. Finkelstein, T-2 Environmental (via e-mail)
L. Oakes, Esq. (via e-mail)

enc.

FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2013 JUN 10 PM 1:14

RICHARD ALEXANDER, CLERK

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

COPY

NOTE TO CLERK:

Please cross-reference to
Deed Book 6314, Page 127,
Gwinnett County, Georgia
Records

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: L.B. Foster Company
415 Holiday Drive
Pittsburgh, Pennsylvania 15220

Grantee/Holder: L.B. Foster Company
415 Holiday drive
Pittsburgh, Pennsylvania 15220

**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 1152 East Tower
Atlanta, GA 30334

**Other Parties with
interest in the Property:** none

Property:

The property subject to this Environmental Covenant is the Southern Pipe Coating Operation (Former) (hereinafter "Property"), located at 6420 Corley Road in Norcross, Gwinnett County, Georgia. Tax Parcel R6252 029 was conveyed on November 30, 1990 to The L.B. Foster Company recorded in Deed Book 6314, Page 127, Gwinnett County Records. The area is located in Land Lot 252 of the 6th District of Gwinnett County, Georgia. The Property is a 2.59 acre parcel that is zoned M-2 which restricts the use as industrial, office or warehouse and accessory uses and structures. 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):

R6252 029 of Gwinnett 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:

- Corrective Action Plan, March 26, 2007
- Compliance Status Report (CSR), January 14, 2008
- Response to CSR Comments, July 23, 2010
- Voluntary Remediation Program (VRP) CSR, November 1, 2012
- VRP CSR approval letter, March 12, 2013

These documents are available at the following locations:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by L.B. Foster Company, 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 trichloroethene (TCE) and its degradation products occurred on the Property. TCE and its degradation products are "regulated substances" 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). The Corrective Action consists of an institutional control (prohibiting the use or extraction of groundwater) to protect human health and the environment.

Grantor, L.B. Foster Company (hereinafter "Foster"), hereby binds Grantor, its successors and assigns to the activity and use restriction for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the 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 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.

Foster 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 Foster, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Foster 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, 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. Periodic Reporting. Annually, by no later than September 30 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report stating whether or not the activity and use limitation in this Environmental Covenant is being abided by.
5. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
6. 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 compliance with this Environmental Covenant.
7. 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 in possession of the real property subject to the covenant, (2) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (3) 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 I 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.

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;
- 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).
- 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 1154 East Tower
Atlanta, GA 30334

With copies to:

L.B. Foster Company
Attn: Steven L. Hart
415 Holiday Drive
Pittsburgh, PA 15220

And;

L.B. Foster Company
Attn: Joseph S. Cancilla
VP & General Counsel
415 Holiday Drive
Pittsburgh, PA15220

IN WITNESS WHEREOF, Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 29 day of April, 2013.

Signed, sealed and delivered
in the presence of:

Neil R. Daw
Witness

GRANTOR:

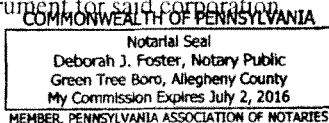
**L. B. Foster Company, a Pennsylvania
corporation**

By: Steven L. Hart
Steven L. Hart
Project Manager

Dated: April 29, 2013

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this 29th day of April, 2013, I certify that Steven L. Hart personally appeared before me, acknowledged that he is a Project Manager of the corporation 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 was authorized to execute said instrument for said corporation.



(NOTARY SEAL)

Deborah J. Foster
Notary Public in and for the State of
Pennsylvania, residing at Pittsburgh, PA
My appointment expires July 2, 2016

Signed, sealed and delivered
in the presence of:

Neil R. Dow
Witness

GRANTEE/HOLDER:

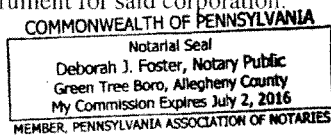
**L. B. Foster Company, a Pennsylvania
corporation**

By: Steven L. Hart
Steven L. Hart
Project Manager

Dated: April 29, 2013

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this 29th day of April, 2013, I certify that Steven L. Hart personally appeared before me, acknowledged that he is a Project Manager of the corporation 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 was authorized to execute said instrument for said corporation.



(NOTARY SEAL)

Deborah J. Foster

Notary Public in and for the State of
Pennsylvania, residing at Pittsburgh, PA
My appointment expires July 2, 2016

[Signatures continue on following pages.]

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Jackson H. Turner
Signature

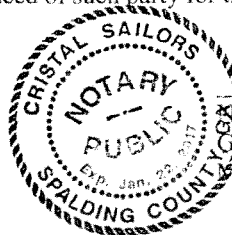
Jackson H. Turner
Printed Name

Director
Title:

Dated: May 23, 2013

STATE OF GEORGIA
COUNTY OF FULTON

On this 23 day of May, 2013, I certify that Jackson H. Turner 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, Department of Natural Resources, Environmental Protection Division to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Crista Sailors
Notary Public in and for the State of
Georgia, residing at Spalding
My appointment expires 1/22/13

Exhibit A
Legal Description

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 252 of the 6th Land District, Gwinnett County, Georgia, as shown on that certain plat for L.B. Foster Company, prepared by Q-B Engineering, Inc., bearing the seal of Gilbert E. Quinones, Georgia Registered Land Surveyor No. 2810, dated December 2, 2003, last revised August 31, 2004, being more particularly described as follows:

Commence at a point at the intersection of the northerly right-of-way line of Old Peachtree Road (a/k/a Peachtree Street) and the southeasterly right-of-way line of Curley Road (a/k/a Corley Road, f/k/a Jones Ferry Road), along the right-of-way of Curley Road (a/k/a Corley Road, f/k/a Jones Ferry Road) thence North 20 degrees 36 minutes 07 seconds East a distance of 425.57 feet to an iron pin set, thence North 27 degrees 19 minutes 44 seconds East a distance of 175.32 feet to an iron pin set, thence North 30 degrees 39 minutes 49 seconds East a distance of 294.52 feet to an iron pin set, thence North 42 degrees 41 minutes 20 seconds East a distance of 119.27 feet to an iron pin set, thence North 60 degrees 20 minutes 19 seconds East a distance of 332.86 feet to an iron pin set, thence North 49 degrees 16 minutes 14 seconds East a distance of 173.38 feet to an iron pin set, thence North 60 degrees 22 minutes 00 seconds East a distance of 220.17 feet to an iron pin set, said point being the **TRUE POINT OF BEGINNING**.

From said **TRUE POINT OF BEGINNING** thence North 60 degrees 22 minutes 00 seconds East a distance of 160.00 feet to an iron pin set, South 27 degrees 20 minutes 00 seconds East a distance of 124.01 feet to an iron pin set, thence South 31 degrees 43 minutes 06 seconds West a distance of 341.28 feet to an iron pin set, thence South 37 degrees 28 minutes 49 seconds West a distance of 549.70 feet to an iron pin set, thence South 72 degrees 37 minutes 55 seconds West a distance of 99.92 feet to an iron pin set, thence North 17 degrees 34 minutes 10 seconds West a distance of 57.92 feet to an iron pin set, thence North 37 degrees 28 minutes 49 seconds East a distance of 396.06 feet to an iron pin set, thence North 31 degrees 40 minutes 38 seconds East a distance of 198.75 feet to an iron pin set, thence North 37 degrees 33 minutes 21 seconds East a distance of 210.39 feet to an iron pin set, thence North 27 degrees 36 minutes 02 seconds West a distance of 92.50 feet to an iron pin set, such point being the **TRUE POINT OF BEGINNING**.

