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CLERK SUPERIOR COURT

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

(10)

X

### Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *eq 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  
One Southwire Drive  
Carrollton, GA 30119

**Grantee/Holder:**

Southwire Company  
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 Holox (hereinafter "Property") and is approximately 13.6 acres within the Southwire Company (hereinafter "Southwire") Carrollton Facility, located at 1240 Stripling Chapel Rd, Carrollton, Carroll County, Georgia. The tract of land containing this area was conveyed on December 27, 1989 from Richards Development Company to Southwire recorded in Map110, Parcel 0067, Deed Book # 649, Page 48, Carroll County Records. The area is located in Land Lot 229 of the 5<sup>th</sup> District of Carroll County, Georgia. A complete legal description of the Property is attached as Exhibit A and a map of the area is attached as Exhibit B.

**Tax Parcel Number(s):**

110 0067 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 document:

- Holox Corrective Action Plan dated June 30, 2014 and revised November 21, 2014 (hereinafter "Holox CAP")

This document is 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  
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. One solid waste management unit (SWMU) was 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. 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. Holox is private property that is owned and maintained solely by Southwire as an industrial facility. Southwire will maintain the land use controls, including site fencing, and access control, already in place within the Property. Arsenic and lead were identified as constituents of concern for human health. Corrective action was not required beyond implementation of institutional controls limiting the use to non-residential to protect human health.

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 inure 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, 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.
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 30<sup>th</sup> 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 Operations and Maintenance (O&M) Plan, and documentation stating whether or not the activity and use limitations 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 Holox CAP dated June 30, 2014 and revised November 21, 2014 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.
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 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.
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 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.
9. 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.*
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 8 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  
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 20<sup>th</sup> day of April, 2018.

Signed, sealed, and delivered in the presence of:

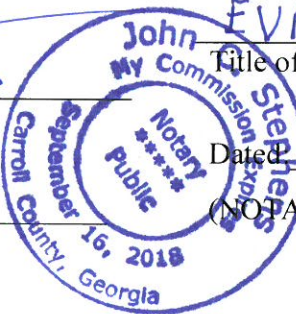
Holley Sullivan  
Unofficial Witness (Signature)

Holley Sullivan  
Unofficial Witness Name (Print)

1 Southwire Drive  
Carrollton GA 30119  
Unofficial Witness Address (Print)

John C. Allen  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_



For the Grantor:

Southwire Company, LLC  
Name of Grantor (Print)

Burt M. Fealing (Seal)  
Grantor's Authorized Representative (Signature)

Burt M. Fealing  
Authorized Representative Name (Print)

EVP and General Counsel  
Title of Authorized Representative (Print)

Dated: April 20, 2018  
(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

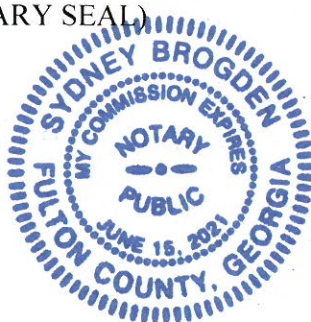
Tamara C. Fischer  
Unofficial Witness (Signature)

Tamara C. Fischer  
Unofficial Witness Name (Print)

2 MLK Jr Dr Ste 1456 E  
Atlanta GA 30334  
Unofficial Witness Address (Print)

Sydney Brogden  
Notary Public (Signature)

My Commission Expires: June 15, 2021



For the State of Georgia

Environmental Protection Division:

Richard E. Dunn (Seal)  
(Signature)

Richard E. Dunn  
Director

Dated: 5/29/18  
(NOTARY SEAL)

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Exhibit A  
Legal Description

Exhibit A  
Legal Description

## Southwire Holox Site

All that tract or parcel of land lying and being located in land lot 229 of the 5<sup>th</sup> district Carroll County, Georgia and being more particularly described as follows; beginning at the southwest right of way of Central Road, 80' right of way, and the north right of way of Stripling Chapel Road, 80' right of way; thence running along the north right of way of Stripling Chapel Road S 47°58'13" W for a distance of 92.01' to a point; thence continue running S 43°59'50" W for a distance of 131.70' to a point; thence continue running S 40°41'57" W for a distance of 72.38' to an iron pin found; thence leaving said right of way and running N 88°13'29" W for a distance of 700.04' to an iron pin placed; thence running N 22°43'31" W for a distance of 442.20' to an iron pin found; thence running N 85°49'57" E for a distance of 514.85' to a fence corner; thence running N 13°04'51" W for a distance of 232.39' to a fence corner; thence running N 32°19'58" E for a distance of 199.63' to a fence corner; thence running N 57°33'44" E for a distance of 228.58' to a fence corner on the southwest right of way of Central Road; thence running along Central Road S 35°39'34" E for a distance of 70.84' to a point; thence continue running S 27°27'39" E for a distance of 124.52' to a point; thence continue running S 20°18'34" E for a distance of 92.66' to a point; thence continue running S 18°43'56" E for a distance of 315.03' to a point; thence continue running S 19°26'44" E for a distance 144.94' to a point; thence continue running S 23°43'46" E for a distance of 91.14' to an iron pin found and the point of beginning; said tract contains 13.58 acres according to a survey prepared by Georgia and West, Inc. for Southwire Company dated December 20, 2012.



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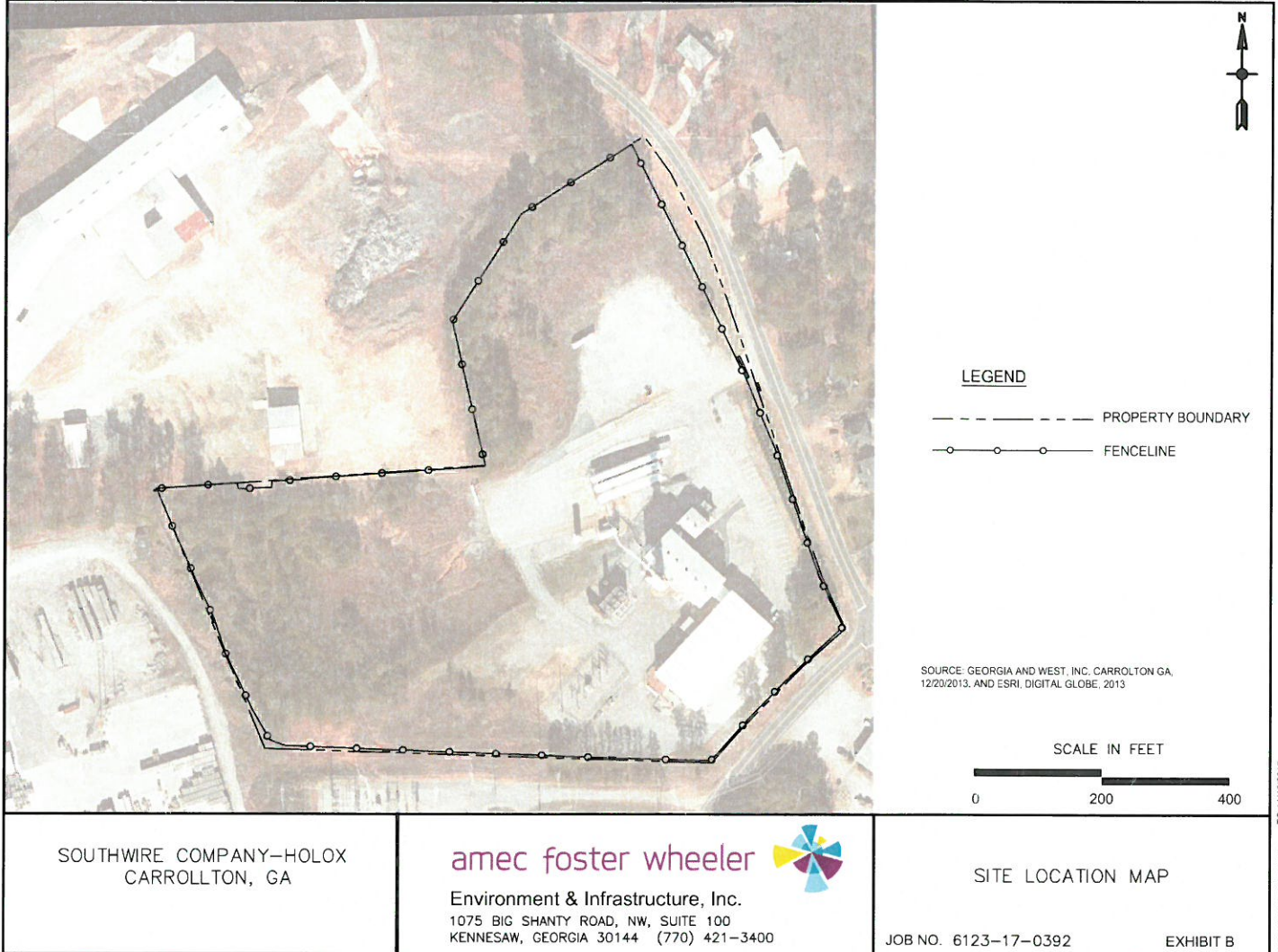
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Exhibit B  
Site Location Map

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J:\SOUTHWIRE\Holox Pond\Dwg\SITE LOC 112017.dwg - Layout1 11/17/2017 1:17pm tonya.gladstone



**RECORDED**

**JUN 18 2018**

*Alan J. Lee, Clerk*