

**RECEIVED**  
Georgia EPD

JUL 27 2015

**Response and Remediation Program**

305037

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.  
2015 JUL 14 PM 1:43  
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

Cross Reference to  
Deed Book 46375  
Page 107

### **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 OCGA § 44-16-8(a).

**Grantor:**

3312 Berkeley Lake Road Investors, LLC  
53 State Street, Floor 38  
Boston, MA 02109-3000  
Attn: Robert V. Murray

**Grantee:**

3312 Berkeley Lake Road Investors, LLC  
53 State Street, Floor 38  
Boston, MA 02109-3000  
Attn: Robert V. Murray

**Entity with  
express power to enforce:**

State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

**Others Parties with interest in the  
Property:**

None

The property subject to this Environmental Covenant is the 3312 Berkeley Lake Road Investors, LLC property (hereinafter "Property"), located on 3312 Berkeley Lake Road in Duluth, Gwinnett County, Georgia. This tract of land was conveyed on December 29, 2005 by Limited Warranty Deed from First Industrial L.P. to Grantor recorded in Deed Book 45989, Page 236, Gwinnett County Records, and as corrected by that certain Corrective Limited Warranty Deed dated December 29, 2012 recorded in Deed Book 46375, Page 107, Gwinnett County Records. The Property is located in Land Lots 226, 267, and 290 of the 6th District of Gwinnett County, Georgia. The Property consists of approximately 52 acres currently developed with commercial 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):**

R6267 026 of Gwinnett County, Georgia

**Name and Location of Administrative Records:**

The corrective action implemented at the Property that is the subject of this Environmental Covenant is described in the documents listed in Exhibit C.

These documents are available at the following location:

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

**Description of Contamination and Corrective Action:**

1. 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 AND THE VOLUNTARY REMEDIATION PROGRAM ACT.

This Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor, its successors and assigns, Grantee, 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 arsenic resulting from historical site grading and fill activities that occurred on the Property. Arsenic is a "regulated substance" 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 the installation and maintenance of engineering controls and institutional controls to protect human health and the environment. The institutional controls consist of no use of groundwater on the Property, limitations on the property to non-residential activities, and utility and construction worker protection requirements regarding impacted soil and groundwater in designated areas of the Property. Engineering Controls for the property include the installation and maintenance of an engineered or appropriate soil cover over impacted soil in designated areas of the Property.

Grantor, 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 the Grantee and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA 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 from exercising any authority under applicable law.

Grantor 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 Grantee, EPD, Grantor, and their respective successors and assigns and shall be enforceable by the Director of EPD or his agents or assigns, Grantee or its successors and assigns, Grantor 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, if these activities would affect the regulated substances addressed in the Corrective Action for 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. Monitoring. The Owner shall monitor the Property in accordance with the EPD-approved Maintenance and Monitoring Plan.
5. Periodic Reporting. The Owner shall inspect the Property and applicable Property instruments at least annually to ensure compliance with this document. Within 30 days following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Evaluation Form as specified in the EPD-approved Maintenance and Monitoring Plan including, but not limited to documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Annual Evaluation Form shall be completed and submitted to the EPD annually thereafter as long as the Environmental Covenant is in effect.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential purposes, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Gwinnett 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 exposure to arsenic in the soil at the Property that were contained as part of the EPD-approved Corrective Action Plan, or create a new exposure pathway associated with exceedances of the EPD-approved Type 4 Risk Reduction Standards for arsenic in soil, is prohibited. Any intrusive activities or other site work that may impact the existing protective surface cover, including soil, pavement and building foundations, must be conducted in accordance with the EPD-approved Monitoring and Maintenance Plan for the Property.
7. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.

8. Right of Access. In addition to any rights already possessed by EPD and/or the Grantee, the Owner shall allow authorized representatives of EPD and/or Grantee the right to enter the Property at reasonable times for the purpose of 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.
9. 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) Grantee, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
10. 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 of EPD determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Rules and removes the Property from the Hazardous Site Inventory, 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.*
11. 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.
12. 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 will serve 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 to Grantor's knowledge this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That to Grantor 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:

For Grantor and Grantee:  
3312 Berkeley Lake Road Investors, LLC  
53 State Street, Floor 38  
Boston, MA 02109-3000  
Attn: Robert V. Murray

For EPD:  
Georgia Environmental Protection Division  
Branch Chief  
Land Protection Branch  
2 Martin Luther King Jr. Drive SE  
Suite 1154 East Tower  
Atlanta, GA 30334

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 4<sup>th</sup> day of May, 2015.

Signed, sealed, and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Kevin Goughlin  
Unofficial Witness Name (Print)

[Signature]  
Unofficial Witness (Signature)

John Curran  
Unofficial Witness Name (Print)

[Signature]  
Notary Public (Signature)

My Commission Expires: 11/16/20

**For the Grantor:**

3312 Berkeley Lake Road Investors, LLC  
Name of Grantor (Print)

[Signature]  
Grantor's Authorized Representative (Signature)

Robert V. Murray  
Authorized Person  
Authorized Representative Name (Print)

Authorized Person  
Title of Authorized Representative (Print)

Dated: 5/4/2015  
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Kevin Goughlin  
Unofficial Witness Name (Print)

[Signature]  
Unofficial Witness (Signature)

John Curran  
Unofficial Witness Name (Print)

[Signature]  
Notary Public (Signature)

My Commission Expires: 11/16/20

**For the Grantee:**

3312 Berkeley Lake Road Investors, LLC  
Name of Grantee (Print)

[Signature]  
Grantee's Authorized Representative (Signature)

Robert V. Murray  
Authorized Person  
Authorized Representative Name (Print)

Authorized Person  
Title of Authorized Representative (Print)

Dated: 5/4/2015  
(NOTARY SEAL)



Signed, sealed, and delivered in the  
presence of:

Dorah S. Kirkland  
Unofficial Witness (Signature)

Doralyn S. Kirkland  
Unofficial Witness Name (Print)

Darlene Blunt  
Unofficial Witness (Signature)

Darlene Blunt  
Unofficial Witness Name (Print)

Stacey L. Jones  
Notary Public (Signature)

My Commission  
Expires: April 22, 2016

For the State of Georgia  
Environmental Protection Division:

Judson H. Turner  
(Signature)

Judson H. Turner  
Director

Dated: 6-29-15

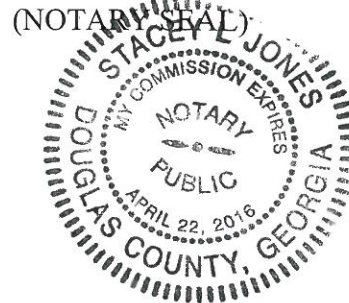




Exhibit A  
Legal Description

All that tract or parcel of land lying and being in Land Lot 266, 267 and 290 of the 6th Land District of Gwinnett County, Georgia and being more particularly described as follows:

Begin at the corner common to Land Lots 266, 267, 290 and 291 of the 6th Land District of Gwinnett County, Georgia, and from said corner proceed thence North 57 degrees 15 minutes East along the Southeast land lot line of Land Lot 291 a distance of 92.0 feet to an iron pin; proceed thence South 31 degrees 29 minutes East a distance of 782.5 feet to an iron pin; proceed thence South 58 degrees 31 minutes West a distance of 1,537.1 feet to an iron pin located on the northeasternmost right-of-way line of McGee Road North (a 60 foot right-of-way at this point); proceed thence along the aforesaid northeasternmost right-of-way the following bearings and distances:

North 30 degrees 01 minute West a distance of 600 feet to a point; North 29 degrees 02 minutes West a distance of 300 feet to a point; North 26 degrees 59 minutes West a distance of 180 feet to a point; North 24 degrees 52 minutes West a distance of 125.0 feet to a point; North 27 degrees 12 minutes West a distance of 47.3 foot to a point;

Proceed thence in a northwesterly direction along the aforesaid northeasternmost right-of-way line following the curvature thereof an arc distance of 110.15 feet to a point, said arc being subtended by a chord 110.11 feet in length and bearing North 25 degrees 51 minutes West; proceed thence in an offset along the aforesaid northeasternmost right-of-way line North 60 degrees 06 minutes East a distance of 10 feet to a point; proceed thence in a northwesterly direction along the aforesaid northeasternmost right-of-way line following in the curvature thereof an arc distance of 206.12 feet to an iron pin, said arc being subtended by a chord 205.91 feet in length and bearing North 34 degrees 24 minutes West; proceed thence North 59 degrees 14 minutes East a distance of 1,367.8 feet to an iron pin located on the easternmost land lot line of Land Lot 290; proceed thence along the aforesaid easternmost land lot line of Land Lot 290 South 32 degrees 00 minutes East a distance of 767.7 feet to a point marking the corner common to Land Lots 266, 267, 290 and 291 which common corner is the Point of Beginning, said tract or parcel of land containing 52.105 acres and being more particularly shown on that survey for Skymount Investment Company Number Two N.V., et al, prepared by Bates-Long & Associates dated February 6, 1980, which survey is incorporated herein by this reference.

Less and Except those parts thereof conveyed to Gwinnett County by deeds recorded on July 12, 2000 in Deed Book 20879, Page 81 and on August 15, 2005 in Deed Book 44011, Page 168.

Said tract is also described as:

All that tract or parcel of land lying and being in Land Lots 266, 267 & 290 of the 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a rock found at the northeast corner of Land Lot 267 (said corner being the common corner of Land Lots 266, 267, 290 & 291) from the Point of Beginning thus established, proceed thence North 57 degrees 06 minutes 41 seconds East along the northwest line of Land Lot 266 a distance of 92.00 feet to an iron pin found (1/2 inch re-bar); running thence South 31 degrees 41 minutes 58 seconds East, and departing the northwest line of Land Lot 266, a distance of 782.45 feet to an iron pin found (1/2 inch re-bar); running thence South 58 degrees 27 minutes 03 seconds West a distance of 1520.56 feet to a point on the northeasterly right-of-way of North Berkeley Lake Road (variable right-of-way); running thence northwesterly along the northeasterly right-of-way of North Berkeley Lake Road (variable right-of-way) the following courses and distances: 1) 1.84 feet along the arc of a curve to the right, said curve having a



radius of 22,868.31 feet and being subtended by a chord of North 29 degrees 57 minutes 31 seconds West, 1.84 feet to a point; 2) thence North 29 degrees 57 minutes 23 seconds West a distance of 740.30 feet to a point; 3) thence 288.12 feet along the arc of a curve to the right, said curve having a radius of 2814.79 feet and being subtended by a chord of North 27 degrees 01 minutes 26 seconds West, 287.99 feet to a point; 4) thence North 24 degrees 05 minutes 30 seconds West a distance of 49.30 feet to a point; 5) thence North 65 degrees 54 minutes 30 seconds East a distance of 11.00 feet to a point; 6) thence North 24 degrees 05 minutes 30 seconds West a distance of 162.30 feet to a point; 7) thence 92.23 feet along the arc of a curve to the left, said curve having a radius of 1240.27 feet and being subtended by a chord of North 26 degrees 13 minutes 19 seconds West, 92.21 feet to a point; 8) thence South 61 degrees 38 minutes 51 seconds West a distance of 11.00 feet to a point; 9) thence 236.38 feet along the arc of a curve to the left, said curve having a radius of 1229.27 feet and being subtended by a chord of North 33 degrees 51 minutes 41 seconds West, 236.02 feet to a point; thence North 59 degrees 13 minutes 40 seconds East, and departing said northeasterly right-of-way North Berkeley Lake Road, a distance of 1350.84 feet to an iron pin found (3/4 inch solid rod) on the northeast line of Land Lot 290; running thence South 32 degrees 00 minutes 00 seconds East along the northeast line of Land Lot 290 a distance of 767.00 feet to the northeast corner of Land Lot 267 and the Point of Beginning; said property containing 51.30836 acres or 2,234,992 square feet, and being more particularly shown on that survey prepared by Watts & Browning Engineers, Inc., dated September 25, 1995, which survey is incorporated herein by this reference.

Together with:

(a) all of Grantor's right, title and interest in, to and under that Easement Agreement between Space Leasing Associates and W. F. Sledge and recorded in Book 1962, Page 100 in the records of the Office of the Clerk of the Superior Court of Gwinnett County, Georgia with respect to the following tracts or parcels of land:

All that piece or parcel of land situated, lying and being in Land Lot 267, Gwinnett County, Georgia, and being more particularly described as follows; to wit:

The place or point of beginning is a point in the westerly right-of-way line of the Southern Railway Company, 87 feet West of the center line of the No. 2 main track as measured at right angles thereto. Said point being 2154.3 feet Northeasterly of M.P. 615 as measured along the center line of No. 2 main track, and also being 10 feet Westerly of the center line of the spur track of Southeastern Land & Leasing Corporation; thence, along the arc of a curve to the left, having a radius of 431.68 feet and being at all points 10 feet westerly of the center line of said spur track for a distance of 350.89 feet, more or less to a point said curve having a long chord with a bearing of North 8 degrees, 1 minute West and a length of 341.31 feet; thence, North 31 degrees, 18 minutes West along a line that is parallel to and at all points 10 feet westerly of the center line of the above said spur track, for a distance of 931.24 feet, more or less to a point; thence, North 58 degrees, 42 minutes East along a line that crosses the above said spur track, for a distance of 20 feet more or less to a point said point being 10 feet easterly of and at right angles to said spur track; thence, South 31 degrees, 18 minutes East along a line that is parallel to and at all points 10 feet easterly of the center line of the above said spur track, for a distance of 931.24 feet to a point; thence, along the arc of a curve to the right having a radius of 451.68 feet and being at all points 10 feet southeasterly of the center line of the above said spur track, for a distance of 337.99 feet, more or less to a point, said curve having a long chord with a bearing of South 9 degrees, 52 minutes East and a length of 330.16 feet, said point also being in the westerly right-of-way line of the Southern Railway Company and being 87 feet from the center line of the No. 2 main track as measured at right angles thereto; thence, South 48 degrees, 27 minutes West along the westerly right-of-way line of the Southern Railway Company a distance of 34.82 feet to the point of beginning.

Said piece or parcel of land containing 0.586 acres, more or less, and, being substantially as shown delineated, in red on print of Dwg. No. 2-659, dated February 26, 1969, revised October 29, 1970, and being the same spur track easement as shown on that survey for Skymount Investment Company Number Two N.V., et al, prepared by Bates-Long & Associates, dated February 6, 1980. Said land to include such additional width as may be required to accommodate cut slopes, fill slopes and drainage structures.

Together with an exclusive easement or right-of-way for railroad purposes in, on, over, through, under and across a strip of land lying 20 feet equidistance on each side of the following described center line:

To find the point of beginning of said center line begin at a point formed by the intersection of the easternmost right-of-way line of McGee Road North (an 80-foot right-of-way at this point) with the northernmost right-of-way line of the Southern Railway Company and proceed thence along the aforesaid northernmost right-of-way line North 49 degrees, 7 minutes East a distance of 393.3 feet to a point formed by the intersection of the center line of the spur track described hereinabove with the aforesaid northernmost right-of-way line; proceed thence North 9 degrees, 15 minutes East, a distance of 78.6 feet to a point; proceed thence 2 degrees 43 minutes West, a distance of 100 feet to a point; proceed thence North 15 degrees, 45 minutes West, a distance of 100 feet to a point; proceed thence North 24 degrees, 45 minutes West, a distance of 65.3 feet to a point; proceed thence along the center line of the aforesaid spur track North 30 degrees, 54 minutes West a distance of 931.24 feet to a point which is the Point of Beginning of said center line.

From the point of beginning of said center line thus established, proceed thence North 30 degrees 54 minutes West, a distance of 183.56 feet to a point located on the southernmost boundary line of that property conveyed to Sussex Associates by Space Leasing Associates by Warranty Deed dated June 16, 1980 which point is the Point of Termination of said center line, said center line being more particularly shown on that survey for Skymount Investment Company Number Two N.V., et al., prepared by Bates-Long Associates and dated February 6, 1980 which survey is incorporated herein by this reference.

(b) All easements, rights of ways, appurtenances and other rights and benefits thereunto belonging;

(c) All buildings and other improvements now located, erected or constructed thereon; and

(d) All right, title and interest, if any, of the Grantor in and to any strips and gores adjoining and adjacent to the said property and in and to any land lying in the bed of any street, road, avenue, way, or boulevard, open or proposed, in front of or adjoining said property.

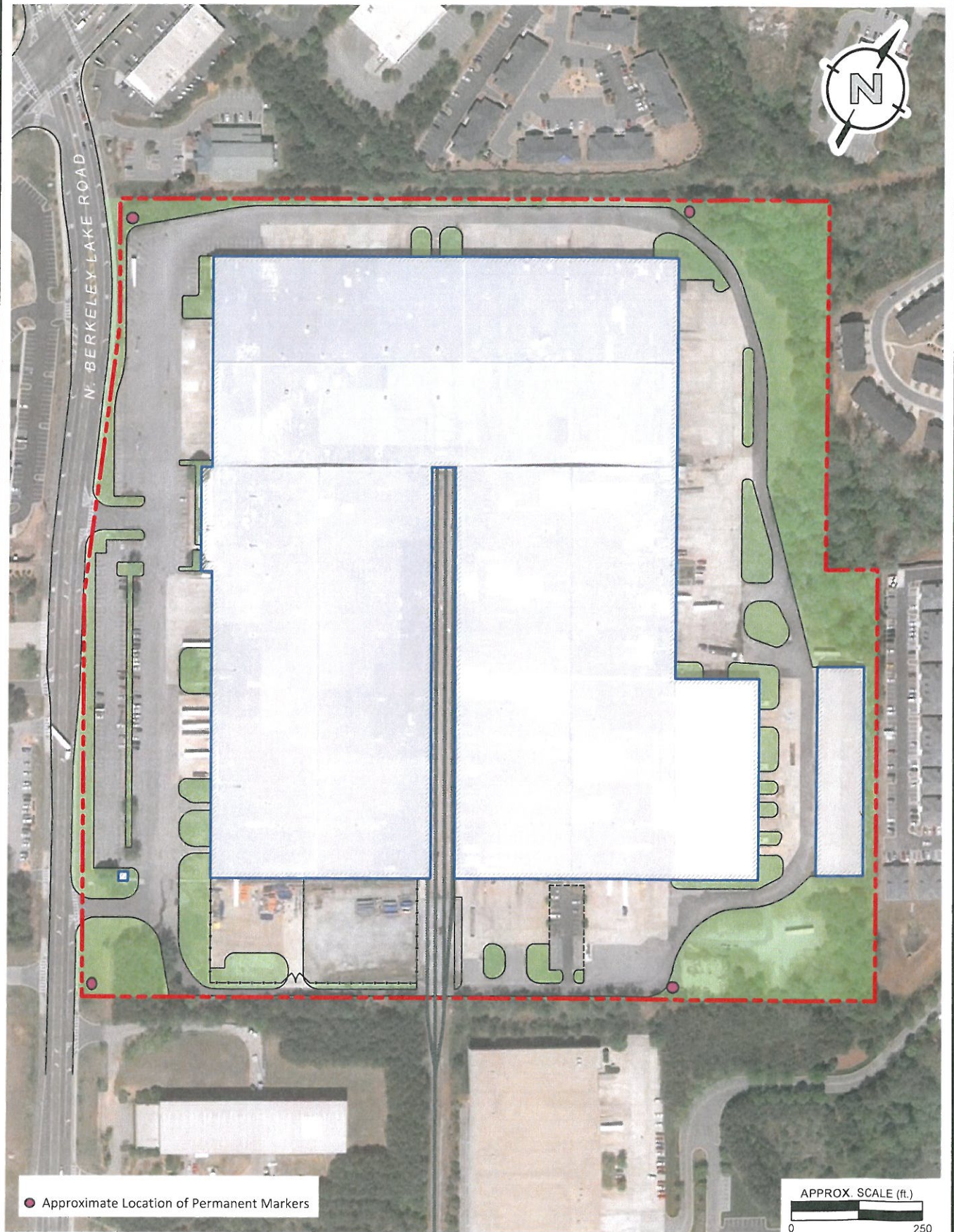


BK53688 PG0050

Exhibit B

Area Map

C:\Users\prodriguez.ENVIRONCORP\Desktop\Projects\07\GRDC Final CSR 0730134C\02\_Site Layout.dwg



DRAFTED BY: ELS/APR

DATE: 2/9/15

### SITE LAYOUT

NORTH BERKELEY LAKE ROAD SITE -  
GWINNETT REGIONAL DISTRIBUTION CENTER - HSI No. 10844  
3312 NORTH BERKELEY LAKE ROAD  
DULUTH, GEORGIA

FIGURE

1

0730134C

## Exhibit C

## Administrative Record Documents

1. HSRA Response Notification, IVI Environmental, Inc., June 5, 2006.
2. Compliance Status Report, Solutech, Inc., January 7, 2008.
3. Revised Compliance Status Report and Corrective Action Plan with the Voluntary Investigation and Remediation Plan Application, ENVIRON, Inc., April 2011.
4. Semi-Annual Progress Report, ENVIRON, Inc., July 2012
5. Semi-Annual Progress Report, ENVIRON, Inc., January 2013
6. Semi-Annual Progress Report, ENVIRON, Inc., July 2013
7. Semi-Annual Progress Report, ENVIRON, Inc., January 2014
8. Semi-Annual Progress Report, ENVIRON, Inc., July 2014
9. Semi-Annual Progress Report, ENVIRON, Inc., January 2015
10. Compliance Status Report, ENVIRON, Inc., March 2015
11. Monitoring And Maintenance Plan, ENVIRON, Inc., March 2015