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Land Protection Branch

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Hazardous Waste

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Bekaert Corporation

301 Darlington Drive
Rome, Georgia 30161
US

T +1 706 235-4481 ext. 201

F +1 706 235-2160

www.bekaert.com

May 5, 2014

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



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Recorded: 07/18/2014 at 11:22:00 AM
Fee Amt: \$44.00 Page 1 of 18
Floyd County Superior Court
Barbara H. Penson Clerk

BK 2400 PG 69-86

Reference: **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 O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor:

Bekaert Corporation
301 Darlington Drive
Rome, Georgia 30161

**Grantee/Holder/ with
express power to enforce:**

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

Parties with interest in the Property:

Georgia Power Company

Attention: Connie Martin
Land Department – Bin 10151
241 Ralph McGill Blvd., NE
Atlanta, Georgia 30308-3374

Property:

The property subject to this Environmental Covenant is certain portions of the Bekaert Corporation property (hereinafter such portions are referred to as “Property”), located at 301 Darlington Drive in Rome, Floyd County, Georgia. This tract of land was conveyed on March 12, 1969 from Empire Land Company to Bekaert Steel Wire Corporation (renamed Bekaert Corporation) recorded in Deed Book 470, Pages 269-272, Floyd County Records. The Property is located in Land Lot 356 of the 23rd District, 3rd Section, Floyd County, Georgia. A complete legal description of the Property that has been certified in compliance with the Type 5 Risk Reduction Standards under the Georgia Hazardous Substances Response Act regulations is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number:

J15X 627 of Floyd 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 (as same may be amended from time to time with written approval from EPD):

- Corrective Action Plan dated November 14, 2008
- Letter from EPD to Bekaert dated May 8, 2009 approving Corrective Action Plan
- Corrective Action Completion Report for Area 2 Soil, dated January 4, 2010
- Corrective Action Completion Report for Soil, Areas 1, 3, 4, 6 and 7, dated August 26, 2011
- Monitoring and Maintenance Plan dated December 20, 2013

These documents are available at the following locations:

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

Bekaert Corporation
301 Darlington Drive
Rome, Georgia 30161
M-F 8:00 AM to 5:00 PM except federal 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 Bekaert Corporation, 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 arsenic, barium, beryllium, cadmium, chromium, copper, lead, nickel, selenium, zinc, benzo(a)anthracene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(a)pyrene, chrysene, fluoranthene, indeno(1,2,3-cd)pyrene, phenanthrene, phenol and pyrene occurred on the Property. These substances 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 soil excavation and off-site disposal, followed by five (5) years of groundwater monitoring. The groundwater monitoring is conducted semi-annually. Contaminated soils beneath the production building and certain paved areas will remain in place and covered by the building footprint and pavement. Certain other areas will be planted with properly-maintained grass. A Monitoring and Maintenance Plan dated December 20, 2013 describes the specific monitoring and maintenance activities for the Type 5 area.

Grantor, Bekaert Corporation, 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 Bekaert Corporation as Holder and 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

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.

Bekaert Corporation 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 its respective successors and assigns and shall be enforceable by the Director or his agents or 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. Monitoring. In accordance with the EPD-approved Corrective Action Plan dated November 14, 2008, groundwater monitoring will be conducted semi-annually until 2015. At that time, an evaluation of the effectiveness of MNA will be conducted. If groundwater is not in compliance with RRS then additional corrective action consisting of active remediation or other institutional controls as may be required by EPD. A Monitoring and Maintenance Plan dated December 20, 2013 describes the specific monitoring and maintenance activities for the Type 5 area.

5. Periodic Reporting. Reporting to EPD will be conducted pursuant to the EPD-approved Monitoring and Maintenance Plan dated December 20, 2013.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Floyd 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 release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited, except for maintenance, repair or replacement of engineering controls, manufacturing improvements and upgrades and/or other improvements, upgrades or activities described in the EPD-approved Monitoring and Maintenance Plan dated December 19, 2011.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
8. Permanent Markers. Permanent markers that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules shall be installed and maintained on each of the four sides of the Property. 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 Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
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) EPD, (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.
11. 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, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 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.

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

Bekaert Corporation
Plant Manager
301 Darlington Drive
Rome, Georgia 30161

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 14th day of May, 2014.

BEKAERT CORPORATION

[Signature] (Signature)
Rick McWhirt (Seal)
President Bekaert Corporation

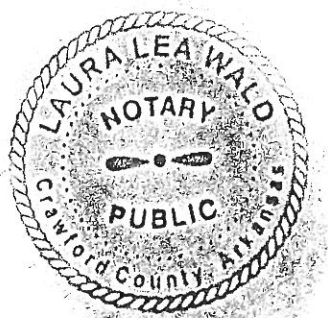
Dated: 5/14/14

[Signature] (Signature)
Unofficial Witness
Robert Boorman (Print)

[BEKAERT CORPORATE ACKNOWLEDGEMENT]

STATE OF Arkansas
COUNTY OF Crawford

On this 14th day of May, 2014, I certify that Rick A McWhirt personally appeared before me, acknowledged that he is the President 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/she was authorized to execute said instrument for said corporation.



[Signature]
Notary Public in and for the State of
Arkansas, residing at Arkansas.
My appointment expires May 1, 2021.

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Judson H. Turner
Judson H. Turner
Director



Doraly S. Kirkland (Signature)
Unofficial Witness
Doraly S. Kirkland (Print)

Dated: July 15, 2014

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF _____

On this 15th day of July, 2014, I certify that Judson 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 [type of authority] of EPD [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Cristal Sailors
Notary Public in and for the State of
Georgia, residing at Spalding
My appointment expires 1/22/17

Exhibit A
Legal Description for Type 5 Area

LEGAL DESCRIPTION
TRACT 1 - BEKAERT

ALL THAT TRACT OR PARCEL OF LAND LYING, BEING AND SITUATED IN LAND LOT 356 OF THE 23RD DISTRICT AND 3RD SECTION OF FLOYD COUNTY, GEORGIA, AND THE SECOND WARD OF THE CITY OF ROME, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the point of intersection of the southerly right of way line of U.S. Highway 27 – Georgia Highway 53 (r/w varies at this point) with the north line of Land Lot 356;

THENCE along said north Land Lot Line South 88 degrees 52 minutes 58 seconds East for a distance of 207.45 feet to a point located on the west right of way line of abandoned Central of Georgia Railroad (100' r/w);

THENCE along said west right of way line along a 5721.45 feet radius curve to the right an arc distance of 139.20 feet, said arc subtended by a chord bearing South 03 degrees 42 minutes 56 seconds West for a distance of 139.19 feet to a point;

THENCE along said west right of way line South 04 degrees 25 minutes 04 seconds West for a distance of 34.01 feet to a point;

THENCE leaving said right of way line and continuing North 85 degrees 31 minutes 54 seconds West for a distance of 24.03 feet to the northeast corner of concrete slab at shed and the **POINT OF BEGINNING**;

THENCE South 03 degrees 42 minutes 54 seconds West for a distance of 23.44 feet to a edge concrete;

THENCE South 83 degrees 33 minutes 40 seconds East for a distance of 5.82 feet to edge concrete;

THENCE South 01 degrees 59 minutes 44 seconds West for a distance of 66.97 feet to edge concrete;

THENCE South 04 degrees 28 minutes 11 seconds West for a distance of 138.96 feet to edge concrete;

THENCE South 04 degrees 18 minutes 21 seconds West for a distance of 158.27 feet to edge concrete;

THENCE South 31 degrees 25 minutes 30 seconds East for a distance of 28.43 feet to edge concrete flume;

THENCE South 13 degrees 38 minutes 58 seconds East for a distance of 16.99 feet to edge concrete flume;

THENCE South 80 degrees 16 minutes 10 seconds East for a distance of 3.02 feet to edge concrete flume;

THENCE South 06 degrees 51 minutes 43 seconds West for a distance of 8.50 feet to edge concrete flume;

THENCE North 88 degrees 01 minutes 03 seconds West for a

distance of 5.44 feet to edge concrete flume;

THENCE South 49 degrees 34 minutes 35 seconds West for a distance of 20.40 feet to edge concrete;

THENCE South 11 degrees 55 minutes 35 seconds West for a distance of 5.25 feet to a point on north edge of 8" concrete wall;

THENCE South 87 degrees 22 minutes 19 seconds East for a distance of 12.62 feet to a point on north edge of 8" concrete wall;

THENCE South 03 degrees 31 minutes 40 seconds West for a distance of 17.99 feet to a point on east edge of 8" concrete wall;

THENCE North 84 degrees 37 minutes 51 seconds West for a distance of 15.26 feet to a point on south edge of 8" concrete wall;

THENCE South 02 degrees 49 minutes 17 seconds West for a distance of 69.75 feet to edge concrete pavement;

THENCE South 04 degrees 45 minutes 59 seconds West for a distance of 178.68 feet to edge asphalt pavement;

THENCE along said edge asphalt pavement the following courses:

South 07 degrees 01 minutes 50 seconds West for a distance of 20.04 feet to a point;

South 30 degrees 46 minutes 46 seconds West for a distance of 14.14 feet to a point;

South 05 degrees 52 minutes 18 seconds West for a distance of 58.52 feet to a point;

South 19 degrees 56 minutes 30 seconds East for a distance of 14.77 feet to a point;

South 04 degrees 54 minutes 58 seconds West for a distance of 227.22 feet to a point;

South 05 degrees 59 minutes 43 seconds West for a distance of 124.44 feet to a point;

THENCE leaving edge asphalt pavement and continuing along extension of building face North 85 degrees 33 minutes 03 seconds West for a distance of 131.13 feet to a building corner;

THENCE South 04 degrees 35 minutes 09 seconds West for a distance of 79.93 feet to a building corner;

THENCE North 85 degrees 07 minutes 47 seconds West for a distance of 19.94 feet to a building corner;

THENCE North 04 degrees 20 minutes 01 seconds East for a distance of 79.79 feet to a building corner;

THENCE North 04 degrees 21 minutes 52 seconds East for a distance of 144.57 feet to edge concrete;

THENCE North 84 degrees 43 minutes 36 seconds West for a distance of 19.06 feet to edge concrete;

THENCE North 04 degrees 18 minutes 03 seconds East for a distance of 19.70 feet to edge concrete;

THENCE North 53 degrees 10 minutes 19 seconds East for a distance of 15.88 feet to edge concrete;

THENCE North 04 degrees 19 minutes 11 seconds East for a distance of 55.77 feet along edge concrete to a building corner;

THENCE North 85 degrees 42 minutes 04 seconds West for a distance of 79.75 feet to a building corner;

THENCE South 04 degrees 23 minutes 03 seconds West for a distance of 358.63 feet to a building corner;

THENCE South 84 degrees 47 minutes 44 seconds East for a distance of 47.89 feet to a point;

THENCE South 04 degrees 27 minutes 01 seconds West for a distance of 40.05 feet to edge concrete;

THENCE South 42 degrees 32 minutes 32 seconds East for a distance of 4.54 feet to edge concrete;

THENCE South 85 degrees 14 minutes 34 seconds East for a distance of 35.90 feet to edge concrete;

THENCE South 04 degrees 25 minutes 48 seconds West for a distance of 73.82 feet to face of building;

THENCE South 85 degrees 42 minutes 03 Seconds East for a distance of 57.92 feet to a building corner;

THENCE along building lines the following courses:

South 02 degrees 19 minutes 43 seconds West for a distance of 28.98 feet to a building corner;

North 85 degrees 36 minutes 45 seconds West for a distance of 106.02 feet to a building corner;

South 04 degrees 33 minutes 24 seconds West for a distance of 65.63 feet to a building corner;

North 85 degrees 38 minutes 16 seconds West for a distance of 120.00 feet to a building corner;

South 04 degrees 10 minutes 42 seconds West for a distance of 80.27 feet to a building corner;

North 85 degrees 36 minutes 57 seconds West for a distance of 321.83 feet to a building corner;

North 04 degrees 01 minutes 18 seconds East for a distance of 20.12 feet to a building corner;

North 85 degrees 29 minutes 22 seconds West for a distance of 69.48 feet to a building corner;

North 04 degrees 20 minutes 46 seconds East for a distance of 242.44 feet to a building corner;

South 85 degrees 39 minutes 53 seconds East for a distance of 69.73 feet to a building corner;

North 04 degrees 23 minutes 26 seconds East for a distance of 185.08 feet to a building corner;

North 85 degrees 36 minutes 34 seconds West for a distance of 39.51 feet to a building corner;

South 03 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to a building corner;

North 85 degrees 36 minutes 26 seconds West for a distance of 26.23 feet to a building corner;

North 03 degrees 49 minutes 20 seconds East for a distance of 40.15 feet to a building corner;

South 85 degrees 36 minutes 26 seconds East for a distance of 26.23 feet to a building corner;

South 03 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to a building corner;

South 85 degrees 36 minutes 34 seconds East for a distance of 39.71 feet to a building corner;

North 04 degrees 23 minutes 26 seconds East for a distance of 93.05 feet to a building corner;

North 85 degrees 20 minutes 47 seconds West for a distance of 69.76 feet to a building corner;

North 04 degrees 19 minutes 21 seconds East for a distance of 152.58 feet to a building corner;

South 85 degrees 37 minutes 26 seconds East for a distance of 289.85 feet to a building corner;

North 04 degrees 22 minutes 34 seconds East for a distance of 92.34 feet to a building corner;

North 85 degrees 37 minutes 26 seconds West for a distance of 20.00 feet to a building corner;

North 04 degrees 23 minutes 11 seconds East for a distance of 692.71 feet to a building corner;

THENCE North 04 degrees 23 minutes 11 seconds East for a distance of 14.50 feet to a point;

THENCE North 85 degrees 54 minutes 45 seconds West for a distance of 74.41 feet to edge asphalt pavement;

THENCE North 04 degrees 05 minutes 15 seconds East for a distance of 41.26 feet to edge asphalt pavement;

THENCE along a curve to the right having a radius of 123.19 feet and an arc length of 39.09 feet, being subtended by a chord of North 77 degrees 03 minutes 55 seconds East for a distance of 38.92 feet to edge asphalt pavement;

THENCE South 86 degrees 20 minutes 47 seconds East for a distance of 31.51 feet to edge concrete pavement;

THENCE North 36 degrees 05 minutes 51 seconds East for a distance of 8.65 feet to edge concrete pavement;

THENCE North 16 degrees 23 minutes 14 seconds East for a distance of 7.54 feet to edge concrete at shed;

THENCE North 06 degrees 45 minutes 11 seconds West for a distance of 43.92 feet to edge concrete at shed;

THENCE North 83 degrees 32 minutes 42 seconds East for a distance of 60.06 feet to edge concrete at shed;

THENCE South 06 degrees 20 minutes 50 seconds East for a distance of 43.87 feet to edge concrete at shed;

THENCE South 25 degrees 46 minutes 00 seconds East for a distance of 21.76 feet to edge concrete pavement;

THENCE South 84 degrees 36 minutes 17 seconds East for a distance of 7.34 feet to edge concrete;

THENCE South 03 degrees 44 minutes 47 seconds West for a distance of 11.62 feet to point on north face concrete curb;

THENCE along a curve to the left having a radius of 3.77 feet and an arc length of 5.70 feet, being subtended by a chord of South 40 degrees 23 minutes 55 seconds East for a distance of 5.17 feet to point on north face concrete curb;

THENCE South 86 degrees 06 minutes 22 seconds East for a distance of 14.88 feet to north face concrete curb;

THENCE along a curve to the left having a radius of 2.60 feet and an arc length of 4.66 feet, being subtended by a chord of North 44 degrees 00 minutes 45 seconds East for a distance of 4.06 feet to west face concrete curb;

THENCE North 04 degrees 39 minutes 50 seconds East for a distance of 12.17 feet to edge concrete;

THENCE South 84 degrees 57 minutes 26 seconds East for a distance of 7.14 feet to edge concrete;

THENCE South 02 degrees 45 minutes 56 seconds West for a distance of 12.81 feet to east face concrete curb;

THENCE along a curve to the left having a radius of 2.79 feet and an arc length of 4.58 feet, being subtended by a chord of South 45 degrees 41 minutes 11 seconds East for a distance of 4.08 feet to north face concrete curb;

THENCE South 86 degrees 09 minutes 26 seconds East for a distance of 15.08 feet to edge concrete;

THENCE North 05 degrees 34 minutes 08 seconds East for a distance of 30.68 feet to north face concrete curb;

THENCE South 87 degrees 17 minutes 35 seconds East for a distance of 139.97 feet to north face concrete curb;

THENCE South 85 degrees 45 minutes 29 seconds East for a distance of 31.61 feet to north face concrete curb;

THENCE South 89 degrees 12 minutes 35 seconds East for a distance of 80.47 feet to point on north face 8" concrete wall at shed;

THENCE South 85 degrees 31 minutes 54 seconds East for a distance of 60.81 feet to the northeast corner concrete slab at shed and the **POINT OF BEGINNING**.

Tract contains 17.79 acres, more or less.

LEGAL DESCRIPTION
TRACT 2 - BEKAERT

ALL THAT TRACT OR PARCEL OF LAND LYING, BEING AND SITUATED IN LAND LOT 356 OF THE 23RD DISTRICT AND 3RD SECTION OF FLOYD COUNTY, GEORGIA, AND THE SECOND WARD OF THE CITY OF ROME, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the point of intersection of the north line of Land Lot 356 with the southerly right of way line of U.S. Highway 27 – Georgia Highway 53 (r/w varies at this point);

THENCE along said right of way line along a 2091.83 feet curve to the left an arc distance of 295.40 feet, said arc subtended by a chord of South 68 degrees 33 minutes 34 seconds West for a distance of 295.16 feet to a point;

THENCE South 30 degrees 52 minutes 42 seconds East for a distance of 7.05 feet to the **POINT OF BEGINNING**.

THENCE South 30 degrees 52 minutes 42 seconds East for a distance of 2.00 feet to a point;

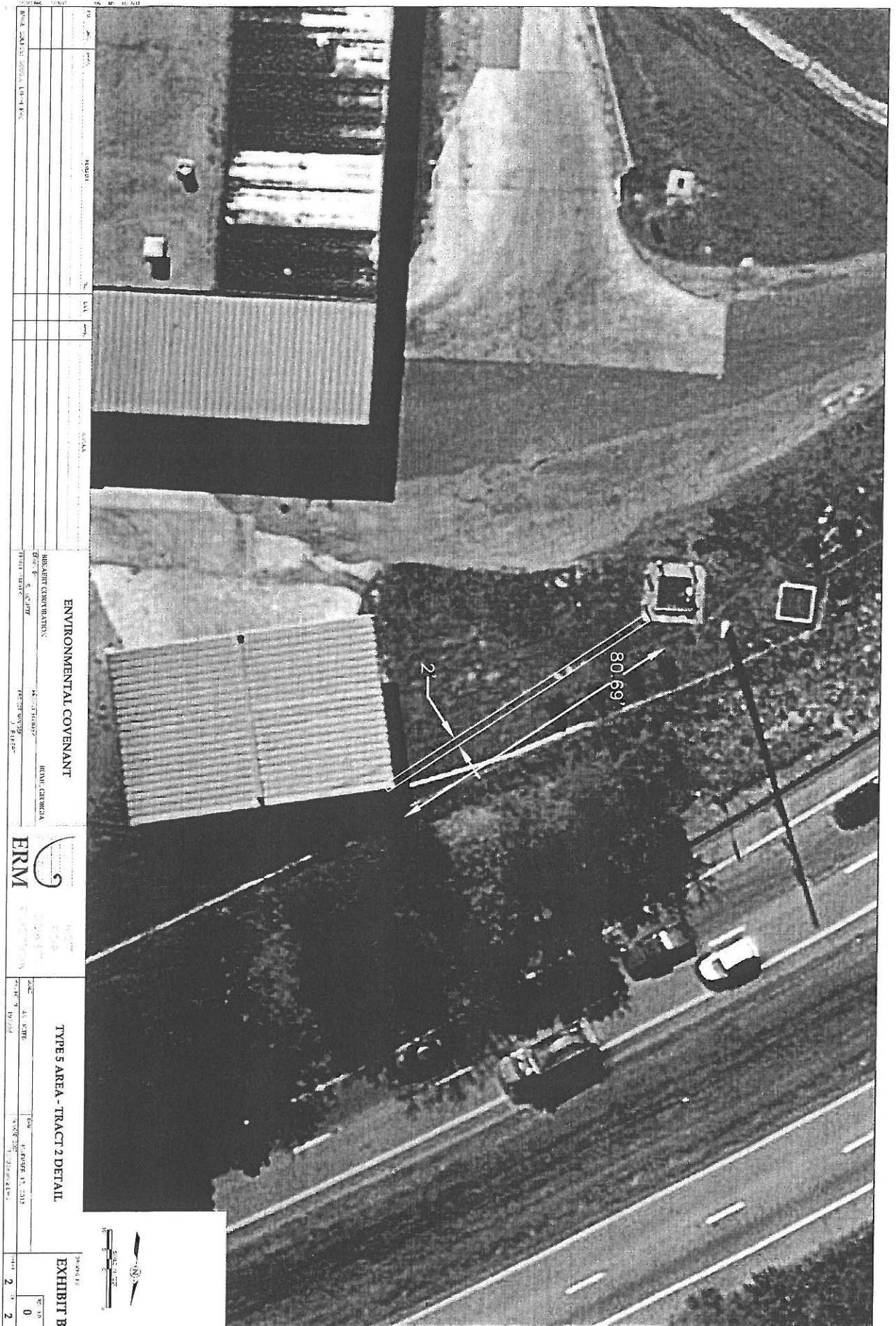
THENCE South 59 degrees 07 minutes 18 seconds West for a distance of 80.69 feet to a point;

THENCE North 30 degrees 52 minutes 42 seconds West for a distance of 2.00 feet to a point;

THENCE North 59 degrees 07 minutes 18 seconds East for a distance of 80.69 feet to the **POINT OF BEGINNING**.

Tract contains 0.004 acre, more or less.

Exhibit B
Map of Type 5 Area



ENVIRONMENTAL COVENANT

HERBERT CORPORATION

125-00000000

ROCK, GEORGIA



TYPE 5 AREA - TRACT 2 DETAIL

DATE: 01/11/2011
BY: J. WHITE
SCALE: 1" = 100'

EXHIBIT B

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