

BOOK PAGE
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FILED
CLERK OF SUPERIOR COURT
COLQUITT COUNTY, GA

2013 JUL 29 AM 11:33

LYNN G. PURVIS, 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

GEORGIA, COLQUITT COUNTY
CLERK'S OFFICE, SUPERIOR COURT
RECORDED IN BOOK 1180 FOLIO 247-259
ON 29 DAY OF July, 2013
H. K. K. DEPUTY CLERK

Verified by: KR

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 Owners of Property/Grantors:

Colquitt County, Georgia
P.O. Box 517
Moultrie, Ga. 31776

And

City of Moultrie, Georgia
P.O. Box 3368
Moultrie, Ga. 31776

Grantee/Holder:

Colquitt County, Georgia
P.O. Box 517
Moultrie, Ga. 31776

And

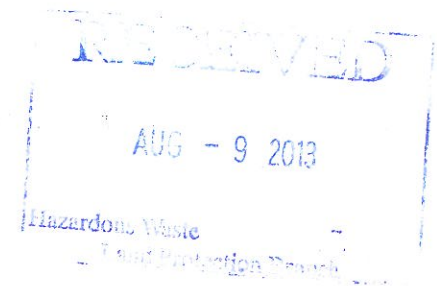
City of Moultrie, Georgia
P.O. Box 3368
Moultrie, Ga. 31776

**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, Georgia 30334

Parties with interest in the Property:

None



Property:

The area subject to this Environmental Covenant is the former Bridgeport Brass site located on Industrial Parkway in Moultrie, Colquitt County, Georgia (hereinafter "Property"). This tract of land was conveyed on February 27, 1959 from The Moultrie-Colquitt County Industrial Development Corporation to Colquitt County, Georgia and the City of Moultrie, Georgia by deed recorded in Deed Book 193, Page 496, Colquitt County Records and by deed from Container Corporation of America to The City of Moultrie dated July 28, 1982, recorded in Deed Book 362, Page 381, Colquitt County Records. The Property is located in Land Lot 259 of the 8th Land District of Colquitt County, Georgia, and contains 4.524 acres as shown in a plat entitled, "Survey for The City of Moultrie" dated August 9, 2007, prepared by Paul S. Buchele, Georgia RLS. 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 Numbers: Tax Map C045C, Parcel 022 of Colquitt County, Georgia

Name and Location of Administrative Records:

The land use controls at the Property that are the subject of this Environmental Covenant are described in the "Activity and/or Use Limitation(s)" section of this covenant. Additional documentation is available at the following locations:

Georgia Environmental Protection Division
Hazardous Waste Management and Remediation Program
2 MLK Jr. Drive, SE, Suite 1162 East Tower
Atlanta, Georgia 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 East Tower
Atlanta, Georgia 30334
M-F 8:00 AM to 4:30 PM excluding state holidays
HSI No. 10168

Colquitt County Compliance Office
P.O. Box 517
Moultrie, Georgia 31776

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 waste constituents, 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 Colquitt County, Georgia and the City of Moultrie, Georgia, their successors and assigns, as Property Owner, Colquitt County, Georgia and the City of Moultrie, Georgia, as Holder, 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 the following hazardous waste constituents, hazardous constituents and/or regulated substances occurred on the Property:

Chromium	Copper	Lead
Aroclor-1254	Nickel	Zinc

The hazardous waste constituents, hazardous constituents and/or regulated substances listed in the above table are "hazardous constituents," "hazardous waste constituents," and/or "regulated substances" as defined under the Georgia Hazardous Waste Management Act, O.C.G.A. §12-8-60 *et seq.* and the rules promulgated thereunder (hereinafter "HWMA" and "Rules," respectively) and 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). Hazardous waste constituents, hazardous constituents, and/or regulated substances at the Property are present below cleanup standards applicable to industrial settings and above cleanup standards applicable to residential settings. Since the concentration of constituents and/or substances is above the residential cleanup standards, exposure to contamination is restricted by limiting usage of the Property to non-residential and restricting groundwater use to protect human health and the environment.

Grantors, Colquitt County, Georgia and the City of Moultrie, Georgia, hereby bind Grantors, their successors and assigns to the activity and use restrictions for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Colquitt County, Georgia and the City of Moultrie, Georgia, as Holder, and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HWMA, O.C.G.A. §12-8-60 *et seq.*, and HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the Rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant of 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.

Colquitt County, Georgia and the City of Moultrie, Georgia make the following declarations regarding the activity and use limitations for the Property identified herein: such activity and use limitations shall constitute covenants that run with the land, pursuant to O.C.G.A. § 44-16-5(a); are perpetual, unless modified or terminated pursuant to the terms of this Covenant and/or 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"). For the avoidance of doubt, should a transfer or sale of the Property occur before such time as this Environmental Covenant has been terminated, then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s). 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 land use restriction.

The Environmental Covenant shall inure to the benefit of Colquitt County, Georgia and the City of Moultrie, Georgia, EPD, Colquitt County, Georgia and the City of Moultrie, Georgia, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Colquitt County, Georgia and the City of Moultrie, Georgia, as Holder, 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 following:
 - a. 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.
 - b. 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 land use restriction.
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. The Owners shall inspect the Property and applicable property instruments at least annually to ensure compliance with this document. Annually, by no later than December 1, commencing December 1, 2013, following the effective date of this Environmental Covenant, the Owners shall complete and submit to EPD the Annual Property Evaluation Form attached to this document as Exhibit C. This report should include photographs of the Property and shall document maintenance and inspection activities and whether or not the activity and use limitations in this Environmental Covenant are being abided by.
5. Activity and Use Limitation(s). Use of the Property shall be limited to the following:
 - a. Non-residential uses, as defined in Section 391-3-19-.02 of the Rules, as any real property not currently being used for human habitation or other purposes with 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). Non-residential property includes all of the contiguous blocks and lots controlled by the same owner or operator that are vacant land, or that are used in conjunction with such business. Any residential use on the Property shall be prohibited.
 - b. Site workers should not be directly exposed to soils that do not meet residential cleanup standards at this site in excess of 250 days/year and in excess of 25 years throughout their career.
 - c. No drinking water wells shall be installed on the Property.
 - d. Any activity on the Property that may result in the release of, or exposure to, hazardous waste constituents, hazardous constituents, and regulated substances, or create a new exposure pathway is prohibited.
6. Right of Access. In addition to any rights already possessed by EPD and/or Colquitt County, Georgia and the City of Moultrie, Georgia, as holder, the Owners shall allow authorized representatives of EPD and/or Colquitt County, Georgia and the City of Moultrie, Georgia, Holder to enter the Property at reasonable times for the purpose of evaluating the land use controls; to take samples, to inspect the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the land use controls.

7. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owners shall file this Environmental Covenant with the Recorder of Deeds for Colquitt County, Georgia 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 recorded interest in the Property subject to the covenant, (2) each person in possession of the Property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which the Property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the Property subject to the Environmental Covenant.
8. Termination or Modification. This Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines based on a sufficient documentation that the Property meets the residential cleanup standards derived in accordance with the Georgia Environmental Protection Division's Guidance for Selecting Media Remediation Levels at RCRA Solid Waste Management Units, November 1996 (or its replacement), and is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Rules, 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.

Grantors hereby represent and warrant to the other signatories hereto:

- a) That the Grantors have 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 Grantors are the sole owners of the Property and hold fee simple title which is free, clear and unencumbered;
- c) That the Grantors have identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantors' 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 Grantors are a party, by which Grantors may be bound or affected;
- e) That the Grantors have 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

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Grantors have caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the _____ day of _____ 2013

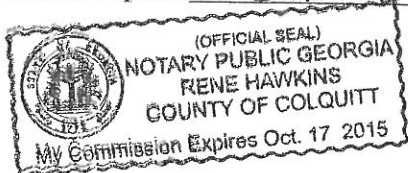
COLQUITT COUNTY, GEORGIA

John B. Alderman
By: John B. Alderman, Chairman
Board of Commissioners of Colquitt County

Deborah Murkerson
Attest: Deborah Murkerson, Clerk
Colquitt County, Georgia

On this 14th day of May,
2013, I certify that John B. Alderman
personally appeared before me, acknowledged
that he signed this instrument, on oath stated that
he was authorized to execute this instrument, and
acknowledged it as the Chairman of the Board of
Commissioners of Colquitt County to be the free
and voluntary act and deed of such party for the
uses and purposes mentioned in the instrument.

Rene Hawkins
Notary Public in and for the State of Georgia,
residing at 653 Sardis Ch Rd Moultrie GA 31768
My appointment expires 10-17-15

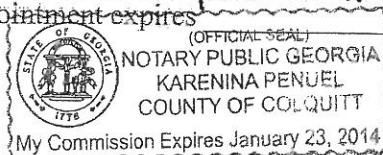


THE CITY OF MOULTRIE, GEORGIA

William M. McIntosh
By: William M. McIntosh, Mayor

On this 13th day of May,
2013, I certify that William M. McIntosh
personally appeared before me, acknowledged that
he signed this instrument, on oath stated that he
was authorized to execute this instrument, and
acknowledged it as the Mayor of the City of
Moultrie to be the free and voluntary act and deed
of such party for the uses and purposes mentioned
in the instrument.

Karenina Penuel
Notary Public in and for the State of Georgia,
residing at 504 Hwy. 111 Moultrie, GA 31768
My appointment expires _____



COLQUITT COUNTY, GEORGIA AND CITY OF MOULTRIE, HOLDER

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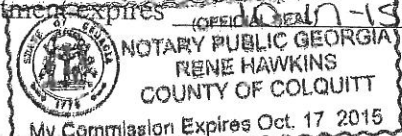
COLQUITT COUNTY, GEORGIA

John B. Alderman
By: John B. Alderman, Chairman
Board of Commissioners of Colquitt County

Deborah Murkerson
Attest: Deborah Murkerson, Clerk
Colquitt County, Georgia

On this 14th day of May,
2013, I certify that John B. Alderman
personally appeared before me, acknowledged
that he signed this instrument, on oath stated that
he was authorized to execute this instrument, and
acknowledged it as the Chairman of the Board of
Commissioners of Colquitt County to be the free
and voluntary act and deed of such party for the
uses and purposes mentioned in the instrument.

Rene Hawkins
Notary Public in and for the State of Georgia,
residing at 653 Sardis Ch Rd Moultrie, GA 31788
My appointment expires 10-17-15



STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Judson H. Turner
Judson H. Turner
Director

Marcia Kush
Unofficial Witness

STATE OF Georgia
COUNTY OF Henry

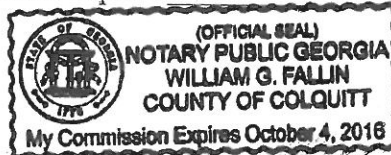
On this 19 day of July, 2013, I certify that Judson H. Turner
personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that
he/she was authorized to execute this instrument, and acknowledged it as the Director of the State of

THE CITY OF MOULTRIE, GEORGIA

William M. McIntosh
By: William M. McIntosh, Mayor

On this 10th day of May,
2013, I certify that William M. McIntosh
personally appeared before me, acknowledged that
he signed this instrument, on oath stated that he
was authorized to execute this instrument, and
acknowledged it as the Mayor of the City of
Moultrie to be the free and voluntary act and deed
of such party for the uses and purposes mentioned
in the instrument.

William G. Fallin
Notary Public in and for the State of Georgia,
residing at 39 N. MAIN ST. MOULTRIE, GA.
My appointment expires



Georgia Environmental Protection Division to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Cristal Sanders

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

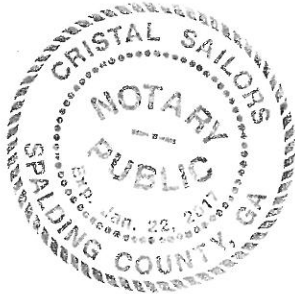


Exhibit "A"

All that certain, piece, parcel or tract of land situate, lying and being Land Lot No. 259 of the 8th Land District of Colquitt County, Georgia, containing 4.5424 acres as shown on a plat entitled, "Survey for the City of Moultrie", dated August 9, 2007, prepared by Paul S. Buchele, Georgia R.L.S., more particularly shown as follows:

To find the POINT OF BEGINNING commence at a point located on the Northwestern boundary of the right-of-way of a 100' wide road, said point being more particularly described as the Southeast corner of the tract shown in the plat recorded in Plat Book 18, Page 223, in the Office of the Clerk of the Superior Court of Colquitt County, Georgia; thence proceed North 24 degrees 30 minutes 00 seconds East 200 feet along the right-of-way of said road to the POINT OF BEGINNING; from said POINT OF BEGINNING depart from said road and proceed North 65 degrees 30 minutes 00 seconds West a distance of 438.80 feet to an iron pin; thence proceed North 38 degrees 39 minutes 27 seconds East a distance of 498.03 feet to an iron pin; thence proceed North 80 degrees 41 minutes 00 seconds East a distance of 81.83 feet to an iron pin located in the run of a branch, the run of said branch being the boundary line as follows: proceed along the run of said branch, generally following a traverse line South 61 degrees 57 minutes 39 seconds East a distance of 59.91 feet to a point; thence continue along said branch, generally following a traverse line South 79 degrees 58 minutes 22 seconds East a distance of 105.66 feet to a point; thence continue along the run of said branch, generally following a traverse line South 60 degrees 15 minutes 26 second East a distance of 87.27 feet to a point; thence depart from the run of said branch and proceed along the Northern boundary of said previously mentioned 100' wide road in a Southwesterly direction 4 feet to a pin; thence continue along said right-of-way South 24 degrees 30 minutes 00 seconds West a distance of 543.18 feet to the POINT OF BEGINNING of the tract herein described.

Exhibit B
Maps

See attached Tax Map C45. Subject property is Parcel 22.

Exhibit C
Annual Property Evaluation Form
Former Bridgeport Brass Wastewater Treatment Plant,
HSI Site No. 10168

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site subject to the Georgia Hazardous Waste Management Act meet the following definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? (See item 5.a. in the "Activity and/or Use Limitation(s)" section of the Environmental Covenant.) "Non-residential property means any 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 major group..."		
	1a	If no to 1, provide a written explanation* (attached) to the EPD within 30 days.		
Exposure	2	Are site workers expected to be directly exposed to soils that do not meet residential cleanup standards at this site in excess of 250 days/year?		
	2a	If yes to 2, are these same site workers expected to be exposed to soils at this site in excess of 25 years throughout their career? (See Item 5.b in the "Activity and/or Use Limitations" section of the Environmental Covenant.)		
	2b	Are there any drinking water wells installed or in use on the Property?		
	2c	If yes to 2, 2a, and/or 2b, provide written explanation* (attached).		
Current Activities	3	Are any activities being conducted on the Property that may result in the release of, or exposure to, the hazardous waste constituents, hazardous constituents and/or regulated substances, or create a new exposure pathway? (See item 5.d. in the "Activity and/or Use Limitation(s)" section of the Environmental Covenant.)		
	3a	If yes to 3, are corrective measures being taken? If yes, please indicate what those measures are (attached).		
Erosion	4	Is there evidence of soil erosion in the remedial areas of the property?		
	4a	If yes to 4, is there evidence of erosion of these soils to off-property areas?		
	4b	If yes to 4 and/or 4a, are corrective measures being taken?		
	4c	If yes to 4, 4a, and/or 4b, provide written explanation* (attached).		
Property Instruments	5	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	5a	If no to 5, provide a written explanation* (attached).		
Inspection	6	Date of inspection:		
	6a	Name of inspector:		
	6b	Photographs showing current land use (attached)		

*Providing an explanation does not automatically invalidate the requirement.

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME(S) AND SIGNATURES NEXT PAGE

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NAME (Please type or print)

TITLE

SIGNATURE

DATE