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After Recording Return to:

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Georgia Environmental Protection Division
Response and Remediation Program

2 Martin Luther King, Jr. Drive, SE

Suite 1054 East

Atlanta, Georgia 30334

ENV

ENV

FILED
CARROLL COUNTY
GA

18 JUL 31 AM 10:34

Handwritten signature/initials

TODD R. MASON
(770) 605-0320

Environmental Covenant

TODD@BOMETALS.COM

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

BTR Properties, LLC
141 Hammond St.
Carrollton, GA 30117

**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 1456 East Tower
Atlanta, GA 30334

Property:

The property subject to this Environmental Covenant is the BoMetals, Inc. property (hereinafter "Property"), located on 141 Hammond Street in Carrollton, Carroll County, Georgia. The Property is located in Land Lots 130, 131, 158 & 159 of the 10th District of Carroll County, Georgia. The Property contains approximately 36.25 acres. A complete legal description of the area is attached as Exhibit A.

Tax Parcel Number(s):

C02 0430003 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:

- Voluntary Investigation and Remediation Plan, prepared by Peachtree Environmental for BoMetals, Inc., dated December 2016.

This document is 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

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 BTR Properties, LLC ("BTR Properties"), 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 nickel, flouride, trichloroethene, nitrate and nitrite 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 institutional controls to restrict the use of groundwater to protect human health and the environment.

Grantor, BTR Properties, LLC (hereinafter "BTR"), 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 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 excising any authority under applicable law.

BTR 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, BTR, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, BTR, 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 of Limitation in Future Conveyances. 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. 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 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 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.
4. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
5. Periodic Reporting. Annually, by no later than sixty (60) days following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report including, but not limited to: certification of non-residential use of the Property, certification of the groundwater use restriction on the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Owner's Annual Report shall also include a certification by the Owner, based on actual knowledge and reasonable inquiry, of the continuing groundwater use restriction on the adjoining property located at 1065 Alabama Street, Carrollton, Georgia which is in effect as a result of that certain Grant of Easements and Restrictive Covenant Benefitting Carrollton Greenbelt Project, dated November 24, 2014, and recorded at Carroll County Deed Book 5369 pages 025- 031.
6. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating 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.
7. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) BTR, (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

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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.

8. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 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.*
9. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
10. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor 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;
- c) 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;
- d) That the Grantor has served each of the people or entities referenced in Activity 6 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- e) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- f) 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

Todd Rambo
BoMetals, Inc.
141 Hammond St.
Carrollton, GA 30117

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 25 day of MAY, 2018.

For the Grantor:

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Andrew Rambo
Unofficial Witness Name (Print)

841 Shawrock path
Keworth GA 30141
Unofficial Witness Address (Print)

Jennifer S. Hulsey
Notary Public (Signature)

My Commission Expires: 8/19/2020

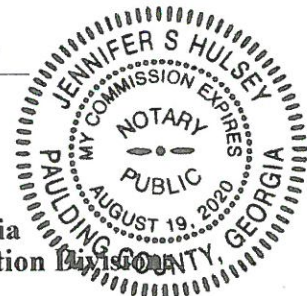
BTR PROPERTIES LLC
Name of Grantor (Print)

[Signature] (Seal)
Grantor's Authorized Representative (Signature)

TODD RAMBO
Authorized Representative Name (Print)

MANAGING MEMBER
Title of Authorized Representative (Print)

Dated: 5/25/18
(NOTARY SEAL)



**For the State of Georgia
Environmental Protection Division**

Signed, sealed, and delivered in the presence of:

Tamara C. Fischer
Unofficial Witness (Signature)

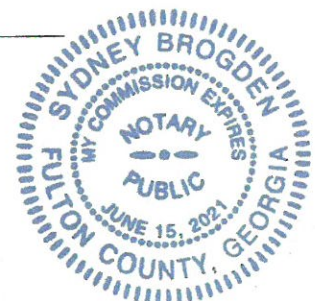
Tamara C. Fischer
Unofficial Witness Name (Print)

2 mlk jr Dr Ste 1456
Atlanta GA 30334
Unofficial Witness Address (Print)

[Signature] (Seal)
(Signature)

Judson H. Turner Richard E. Dunn
Director

Dated: 7/6/18
(NOTARY SEAL)



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Notary Public (Signature)

My Commission Expires: June 15, 2021

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[CORPORATE ACKNOWLEDGMENT]

STATE OF GEORGIA
COUNTY OF CARROLL

On this 25 day of MAY, 2018, I certify that TOOT KIMBO personally appeared before me, acknowledged that he/she is the MANAGING MEMBER 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.



Jennifer S. Hulsey
Notary Public in and for the State of
Georgia, residing at Paulding.
My appointment expires 8-19-2020.

EXHIBIT "A"

FIRST: All that tract or parcel of land lying and being in the City of Carrollton in Land Lots 130, 131, 158 and 159 of the 10th District of Carroll County, Georgia, and being more particularly described as follows, all as per plat by Harrison Engineering Company, dated May 27, 1961, a copy of which is recorded in Plat Book 5, page 27, which plat and the record thereof are by reference incorporated herein.

BEGINNING at a point in Land Lot 131 on the northwestern side of the right-of-way of the Central of Georgia Railroad, which point of beginning is at a stake 1467.3 feet northerly and northeasterly from the center line of Alabama Street in the City of Carrollton, Georgia, as measured along the northwestern side of said right-of-way of said railroad and following the curvature thereof; and running thence north 73 degrees 30 minutes west a distance of 427 feet to a stake; thence north 2 degrees 0 minutes west a distance of 1085 feet to a point in land Lot 158 in the center of the channel of the Little Tallapoosa River; thence along the center of said channel in an easterly and northeasterly direction to a point where said channel intersects the southwestern side of the right-of-way of the Central of Georgia Railroad, said point being further determined as being a distance of 575 feet from the preceding point as measured in a straight line in the direction of north 61 degrees 40 minutes east; thence in a southeasterly, southerly and southwesterly direction along the southwestern, western and northwestern side of the right-of-way of the Central of Georgia Railroad in land Lots 158, 159, 130 and 131 and following the curvature of said right-of-way a distance of 1540 feet to the point of beginning; said tract containing 15.6 acres, more or less.

SUBJECT to an easement granted by Trent Tube Company to Georgia Power Company for an electric transmission line, dated January 29, 1962, and recorded in the Clerk's Office, Superior Court, County of Carroll and State of Georgia on February 1, 1962 in Deed Book 135, page 511.

SECOND. All that tract or parcel of land lying and being in the City of Carrollton, Georgia, in Land Lots 131 and 158 of the 10th District of said County containing 12.8 acres and being the West most tract identified by "12.8 Acres" on a plat prepared by Harrison Engineering Company dated August 2, 1961, recorded in Plat Book 5, page 32 Carroll County Public Records, which plat and the record thereof are by reference incorporated herein. Said property is more particularly described as beginning at a point which is Northeasterly along the west right of way line of the Central of Georgia Railway 1,467.3 feet from the intersection of said right of way with the center line of Alabama Street and thence north 73 degrees 30 minutes west 427 feet. Said beginning point is further described as being the Southwest corner of that property shown on a plat prepared by Harrison Engineering on May 27, 1961, and recorded in Plat Book 5, page 27, Carroll County Public Records, which plat and

the record thereof are by reference incorporated herein. From said point of beginning as thus established thence South 88 degrees West 511.5 feet; thence North two degrees 30 minutes West 1,071 feet to the center of the channel of the Little Tallapoosa River; thence along the center of the said channel in an easterly direction to a point measured in a straight line North 87 degrees east 523 feet; thence South two degrees east 1,085 feet to the point of-beginning. Said property is bound on the North by the Little Tallapoosa River, on the east by property of Trent Tube Company, on the south by O. L. Hammond and on the west by property of W. T. Green and Carl Barnes.

Excepting and reserving thereout and therefrom that portion of land lot 131 of the Tenth district of Carroll County, Georgia which was conveyed by Trent Tube Company by quit-claim deed to the Mayor and City Council of Carrollton for a right of way for a public street, CONVEYING HEREWITH HOWEVER to grantee herein the reversion retained by Trent Tube Company in said deed, which deed is recorded in the Clerk's Office, Superior Court, County of Carroll and State of Georgia in Book 135, Page 336.

SUBJECT to an easement granted by Trent Tube Company to The City of Carrollton, Georgia, for a sewer line, dated December 27, 1961 and recorded in the Clerk's Office, Superior Court, County of Carroll and State of Georgia on February 16, 1962 in Deed Book 135, page 543.

SUBJECT to an easement and right of way granted by Crucible Inc to Georgia Power Company for a transmission tap line, dated March 29, 1972, and recorded in the Clerk's Office, Superior Court, County of Carroll and State of Georgia on April 17, 1972 in Deed Book 266, page 259.

THIRD. All that tract or parcel of land lying and being in Land Lot No. 131 of the 10th District of Carroll County, Georgia, containing six (6) acres, as shown and delineated on a plat entitled "Property of Crucible Steel Company of America, Trent Tube Division", prepared by Harrison Engineering, Registered Land Surveyor No. 1134, dated June 20, 1967, a copy of which is recorded in Plat Book 8, page 69, Carroll County, Georgia Public Real Estate Records, which plat and the record thereof are each specifically by reference incorporated herein. Said property is further described in detail as BEGINNING at a point in the east boundary of Hammond Road, also sometimes know and referred to as Trent Tube Road, which point is 791 feet northward along the east boundary of Hammond Road from a point where the projection of the east boundary thereof intersects the center line of Alabama Street, which point of beginning is marked by an iron monument; and from thence running along the east boundary of Hammond Road in a compass bearing of north 2 degrees 17 minutes west, for a distance of 330 feet to an iron pin monument; thence on a compass bearing of north 88 degrees 00 minutes east, a distance of 481.5 feet to a corner; thence on a compass bearing of south 17 degrees 30 minutes east, for a distance of 427 feet to the west boundary of the right of way of the Central of

Georgia Railway Company; thence along said boundary, south 73 degrees 26 minutes west, for a distance of 217.8 feet to a corner in said right of way of said Railway Company's road bed; thence on a compass bearing of south 88 degrees 46 minutes west, for a distance of 812 feet and to the point of beginning. Said property is bounded on the north by the property known as the Trent Tube Manufacturing Company Site, on the south by the property of O.L. Hammond and D.L. Hammond, on the east by the Central of Georgia Railway Company right of way, and on the west by the Hammond Road.

ALSO,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 131 of the 10th District of Carroll County, Georgia, being more particularly described as follows:

To find the true point of beginning start at the intersection of the west right-of-way of the Central of Georgia Railroad and the north right-of-way of Alabama Street; thence proceed northerly along the west right-of-way of said railroad 1186.00 feet to a point; thence proceed South 86°46'00" West for a distance of 815.11 feet to a point on the east right-of-way of Hammond Street; thence proceed along the east right-of-way of Hammond Street North 02°02'50" West for a distance of 194.05 feet to a point; thence North 01°04'35" for a distance of 134.92 feet to a point; thence North 00°41'16" West for a distance of 187.75 feet to the true point of beginning;

Thence proceed South 89°18'44" West for a distance of 30.00 feet to a point; thence North 00°41'16" West a distance of 275.03 feet to a point; thence North 84°30'04" East for a distance of 435.00 feet to a point; thence South 05°29'56" East for a distance of 60.00 feet to a point; thence South 84°30'04" West for a distance of 409.94 feet to a point; thence South 00°41'16" East for a distance of 217.35 feet to the point of beginning. Said tract of land containing 0.75 acres.

The foregoing legal description of the property is based on a survey prepared by Crawford & Associates, Inc., dated May 9, 1996 at Job No. JN910610.

RECORDED

AUG 01 2018

Alan J. Lee, Clerk