



Filed and Recorded:

8/25/2014 2:27:21 PM

Debra DeBerry

Clerk of Superior Court
DeKalb County, Georgia

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334

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.*, for the property identified below (hereinafter "the Property") as part of an environmental response project to address releases, as defined under the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60, *et seq.* (hereinafter "the Act"), of regulated substances detected in soil and groundwater at the Property. This Environmental Covenant subjects the Property to certain activity and use limitations (specified below) that prevent exposure to groundwater and places certain requirements on any person acquiring any portion of or interest in the Property (hereinafter "Owner").

Grantor

General Motors LLC
300 Renaissance Center
Mail Code: 482-C19-GRE
Detroit, MI 48265-2000
Attention: Director of Real Estate Services

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

General Motors LLC (hereinafter "Grantee")
300 Renaissance Center
Mail Code: 482-C19-GRE
Detroit, MI 48265-2000
Attention: Director of Real Estate Services

**Grantee with
express power to enforce:**

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

Property:

The real property subject to this Environmental Covenant is the former Doraville Assembly Plant of General Motors Corporation (hereinafter the "Prior Owner") located at 3900 Motors Industrial Way in Doraville, DeKalb County, Georgia. The Property was conveyed on July 10, 2009 from General Motors Corporation, a Delaware corporation, to General Motors Company, a Delaware corporation (which subsequently changed its name and entity form to General Motors LLC), recorded in Deed Book 21633, Page 380, DeKalb County Records. The Property is comprised of two tracts located in Land Lots 310, 321 and 322 of the 18th District of DeKalb County, Georgia,

Environmental Covenant
Former General Motors Assembly Plant
Page 2

consisting of approximately 165.0182 acres. A complete legal description of the Property is attached as Exhibit A, and a map of the Property is attached as Exhibit B.

Tax Parcel Number(s): 18-322-02-002 and 18-310-06-001 in DeKalb County, Georgia

Description of the Environmental Response Project

The Property was formerly subject to Hazardous Waste Facility Permit HW-025(S), issued to the Prior Owner by the Director of the Georgia Environmental Protection Division (hereinafter "Director"). The permit expired on September 27, 1995 and was not renewed. On May 23, 1997, the Director accepted the Prior Owner's clean-closure certification report for the permitted unit and released the Prior Owner from the requirements of financial assurance for that unit.

The Property is no longer a hazardous waste facility as defined in Code Section 12-8-62; however, the Property was determined to have releases of hazardous constituents and petroleum, and, in order to address these releases, three consent orders were issued to the Prior Owner by the Director pursuant to the Act.

Consent Order No. EPD-HW-1086, Consent Order No. EPD-HW-1229, and Consent Order No. EPD-HW-1534 (hereinafter "the Orders") imposed various environmental sampling and monitoring requirements upon the Prior Owner in order to ensure protection of human health and the environment. In furtherance of the purpose of the Orders, this Environmental Covenant restricts the use of groundwater at the Property.

Name and Location of the Administrative Record

The administrative record for the environmental response project at the Property is identified by the file name "General Motors Assembly Plant," file identification number 218-0380. This record is available for review, by appointment, Monday through Friday, from 8:00 AM to 4:30 PM (excluding state holidays) at the following location:

Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

The administrative record includes the following documents, which contain details of the requirements placed on the Property as part of the environmental response project:

- Consent Order No. EPD-HW-1086
- Consent Order No. EPD-HW-1229
- Consent Order No. EPD-HW-1534
- Fifth Annual Monitoring Report – Monitored Natural Attenuation Groundwater at Tank Farm (Area 6) dated December 22, 2004

Environmental Covenant
Former General Motors Assembly Plant
Page 3

Declaration of Covenant

Grantor hereby binds Grantor, Owner and all of the 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 Grantee and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant. Failure to timely enforce compliance with this Environmental Covenant or the use and/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 declarations regarding the activity and use limitations for the Property identified herein which shall be binding on all Owners: 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 Environmental Covenant and/or O.C.G.A. § 44-16-1, *et seq.*, 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. 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, as amended, 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 an Owner without adequate and complete provision for continued compliance with the activity and use limitations identified herein.

Activity and Use Limitations

To further the purposes of this Environmental Covenant, the Property shall henceforth be subject to the following restrictive environmental covenants:

Monitoring. Groundwater monitoring shall continue in accordance with the recommendations outlined in the Fifth Annual Monitoring Report – Monitored Natural Attenuation Groundwater at Tank Farm (Area 6) dated December 22, 2004 (Fifth Report) until one of the following conditions is met:

1. Until such time that the groundwater remediation goal, outlined in Consent Order EPD-HW-1229 (Condition 5.C.1) is achieved, or
2. Until Consent Order EPD-HW-1229 is terminated.

Groundwater Use Limitation. The use of groundwater for any purpose at, under, or on the Property is prohibited, except as follows: 1) groundwater at, under, or on the Property may be used for purposes of environmental sampling and site characterization, 2) groundwater may be extracted or pumped for site remediation, and 3) groundwater may be used for other non-potable purposes if such use is approved in writing by the Director.

Right of Access. In addition to any rights already possessed by EPD and Grantee, the Owner(s) shall allow authorized representatives of EPD and Grantee the right to enter the Property upon reasonable notice and at reasonable times for the purpose of evaluating the activity and/or use limitations; to take samples, to inspect the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the activity and/or use limitations.

Environmental Covenant
Former General Motors Assembly Plant
Page 4

Recording of Covenant and Required Notices

Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, Grantor shall file this Environmental Covenant with the Recorder of Deeds for DeKalb County and send a file-stamped copy to EPD within thirty (30) days of the recording. Within that same time period, Grantor 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 Environmental Covenant, (2) each person in possession of the Property subject to the Environmental Covenant, (3) each municipality, county, consolidated government, or other unit of local government in which the Property subject to the Environmental Covenant is located, and (4) each owner in fee simple whose property abuts the Property subject to the Environmental Covenant.

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.

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.

Communication

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following:

Georgia Environmental Protection Division
Land Protection Branch
Response and Remediation Program
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

With a copy to:

General Motors LLC
300 Renaissance Center
Mail Code: 482-C19-GRE
Detroit, Michigan 48265-2000
Attention: Director of Real Estate
Telecopy: (313) 665-6745

and:

General Motors LLC
30200 Mound Road
Mail Code: 480-111-1N
Warren, Michigan 48090
Attention: Director of Remediation & Closed Plants
Telecopy: (586) 947-0408

Grantor's Representations and Warranties

Grantor hereby represents and warrants to the other signatories hereto:

1. 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;
2. That the Grantor is the sole owner of the Property and holds fee simple title;
3. 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;
4. 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;
5. That the Grantor has served each of the people or entities requiring prior notice with a copy of the proposed final text of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d);
6. That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and,
7. 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.

General Provisions

Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. §44-16-8(a).

Benefit. This Environmental Covenant shall inure to the benefit of Grantee, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee, 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.

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.

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).

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 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 Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be amended or terminated, as appropriate, in accordance with O.C.G.A. § 44-16-1 *et seq.*

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 11th day of AUGUST, 2014.

Signed, sealed, and delivered in the presence of:

Cheryl A. Gamble
Unofficial Witness (Signature)

Cheryl A. Gamble
Unofficial Witness Name (Print)

[Signature]

DAVID G. SPENGLER
Unofficial Witness Address (Print)

Kathleen M. Rentenbach
Notary Public (Signature)

My Commission Expires: _____

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2016
SITING IN COUNTY OF Wayne

For Grantor:

General Motors LLC

Name of Grantor (Print)

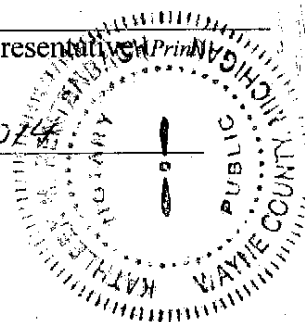
Debra H. Hoge
Authorized Representative (Signature)

Debra Hoge
Global Director
Real Estate

Authorized Representative Name (Print)

Title of Authorized Representative (Print)

Dated: Aug. 11, 2014
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Cheryl A. Gamble
Unofficial Witness (Signature)

Cheryl A. Gamble
Unofficial Witness Name (Print)

[Signature]

DAVID G. SPENGLER
Unofficial Witness Address (Print)

Kathleen M. Rentenbach
Notary Public (Signature)

My Commission Expires: _____

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2016
SITING IN COUNTY OF Wayne

For Grantee:

General Motors LLC

Name of Grantee (Print)

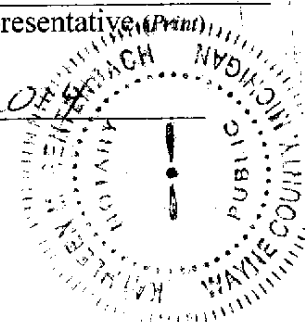
Debra H. Hoge
Authorized Representative (Signature)

Debra Hoge
Global Director
Real Estate

Authorized Representative Name (Print)

Title of Authorized Representative (Print)

Dated: Aug. 11, 2014
(NOTARY SEAL)



Environmental Covenant
Former General Motors Assembly Plant
Page 7

Signed, sealed, and delivered in the presence of:

For the State of Georgia
Environmental Protection Division:

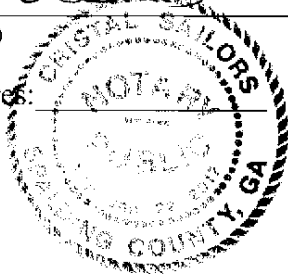
Dorah S. Kirkland
Unofficial Witness (Signature)

Dorah S. Kirkland
Unofficial Witness Name (Print)

2 Martin Luther King Jr Dr.; Ste 1456E
Atlanta GA 30334
Unofficial Witness Address (Print)

Cristal Sailors
Notary Public (Signature)

My Commission Expires:



Judson H. Turner (Seal)
(Signature)

Judson H. Turner
Director

Dated: AUG 18 2014
(NOTARY SEAL)

EXHIBIT A**Legal Description**

Tax Id Number(s): 18 322 02 002 and 18 310 06 001

Land Situated in the City of Doraville in the County of DeKalb in the State of GA

All that tract or parcel of land lying and being in Land Lots 310, 321 and 322 of the 18th District, City of Doraville, DeKalb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set at the southwestern right-of-way intersection of Interstate Highway No. I-285 (AKA Motors Industrial Way and State Route No. 13 Connector) (100 feet from the survey centerline of Motors Industrial Way) and Southern Railroad (100 feet from the centerline); thence along the southwestern right-of-way of southern Railroad, South 49 degrees 34 minutes 18 seconds West, a distance of 989.69 feet to a 1 inch open top pipe; thence continuing South 49 degrees 34 minutes 19 seconds West, a distance of 198.46 feet to a 1 inch open top pipe; thence North 40 degrees 59 minutes 55 seconds West, a distance of 50.00 feet to a Railroad iron found; thence South 49 degrees 34 minutes 19 seconds West, a distance of 1499.83 feet to iron pin set; thence South 43 degrees 12 minutes 17 seconds West, a distance of 450.89 feet to iron pin set; thence South 49 degrees 34 minutes 19 seconds West, a distance of 62.67 feet to an iron pin set; thence South 49 degrees 34 minutes 19 seconds West, a distance of 282.43 feet to an iron pin set; thence along the arc of a curve to the right 834.32 feet, said curve having a radius of 3719.83 feet and a chord bearing South 55 degrees 59 minutes 50 seconds West and a chord distance of 832.58 feet to an iron pin set; thence leaving said Southern Railroad right-of-way line North 01 degrees 16 minutes 26 seconds East, a distance of 63.74 feet to an iron pin set, said point being on the southern right-of-way line of Peachtree Road (variable right-of-way); thence continuing along said right-of-way line of Peachtree Road, 163.08 feet along the arc of a curve to left, said curve having a radius of 388.10 feet and a chord bearing of North 13 degrees 32 minutes 59 seconds East and a chord distance of 161.88 feet to an iron pin set; thence continuing along said right-of-way line, North 01 degrees 30 minutes 46 seconds East a distance of 28.90 feet to an iron pin set; thence continuing North 01 degrees 36 minutes 20 seconds East, a distance of 1468.45 feet to a 1/2 inch rebar found; thence leaving said right-of-way line South 86 degrees 26 minutes 30 seconds East, a distance of 523.10 feet to a nail found; said nail being on a spur track railroad tie; thence continuing along said Railroad spur line North 00 degrees 05 minutes 06 seconds West, a distance of 499.50 feet to an iron pin set; thence continuing North 00 degrees 04 minutes 38 seconds East, a distance of 489.98 feet to an iron pin set; thence leaving said Railroad Spur Line North 09 degrees 08 minutes 30 seconds West, a distance of 269.52 feet to an iron pin set, said point being on the former 60 foot right-of-way line of a County Road (County Road also being known as Peachtree Road); Thence following the former right-of-way line 686.53 feet along the arc of a curve to the left said curve having a radius of 1402.39 feet and a chord bearing of South 34 degrees 28 minutes 26 seconds West and a chord distance of 679.70 feet to an iron pin set; thence along the arc of a curve to the right, 140.45 feet, said curve having a radius of 130.00 feet and a chord bearing of South 50 degrees 56 minutes 04 seconds West and a chord distance of 133.72 feet to a 1/2 inch rebar found, said point being on the eastern right-of-way line of Peachtree Road (variable right-of-way); thence along the southeastern right-of-way of Peachtree Road North 02 degrees 43 minutes 18 seconds West a distance of 123.44 feet to an iron pin set; thence North 02 degrees 43 minutes 18 seconds West a distance of 380.00 feet to an iron pin set; thence continuing along said right-of-way North 87 degrees 16 minutes 42 seconds East, a distance of 20.00 feet to an iron pin set; thence North 02 degrees 43 minutes 18 seconds West a distance of 80.00 feet to an iron pin set; thence South 87 degrees 16 minutes 42 seconds West a distance of 20.00 feet to an iron pin set, said point also being on the eastern right-of-way of Peachtree Road; thence continuing along said right-of-way North 02 degrees 43 minutes 18 seconds West a distance of 269.08 feet to an iron pin set; thence North 02 degrees 21 minutes 29 seconds West a distance of 130.00 feet to an iron pin set; thence North 86 degrees 05 minutes 40 seconds East, a distance of 5.00 feet to an iron pin set; thence North 02 degrees 21 minutes 29 seconds West a distance of 346.40 feet to an iron pin set; thence

leaving said right-of-way line North 46 degrees 55 minutes 56 seconds East, a distance of 283.58 feet to a 1/2 inch rebar found; thence South 40 degrees 18 minutes 38 seconds East a distance of 536.75 feet to a 1/2 inch rebar found; thence North 60 degrees 52 minutes 20 seconds East a distance of 6.53 feet to a 1/2 inch rebar found; thence 95.51 feet along a curve to the right to a 1/2 inch rebar found, said curve being subtended by a chord bearing South 20 degrees 13 minutes 45 seconds East having a chord distance of 95.20 feet and a radius of 345.94 feet; thence North 49 degrees 47 minutes 37 seconds East a distance of 100.46 feet to a 1/2 inch rebar found; thence North 01 degrees 19 minutes 01 seconds East a distance of 77.04 feet to a 1/2 inch rebar found; thence North 49 degrees 34 minutes 07 seconds East a distance of 1462.54 feet to an iron pin found (1/2 inch rebar), said point being located on the Southwestern right-of-way of I-285 (Also being known as Motors Industrial Way and State Route No. 13 Connector). Thence along said right-of-way South 40 degrees 19 minutes 13 seconds East a distance of 110.87 feet to an iron pin set; thence North 49 degrees 29 minutes 47 seconds East, a distance of 7.39 feet to an iron pin set; thence South 40 degrees 19 minutes 13 seconds East a distance of 162.59 feet to an iron pin set; thence South 49 degrees 32 minutes 47 seconds West a distance of 27.16 feet to an iron pin set; thence South 40 degrees 27 minutes 49 seconds East a distance of 38.69 feet to an iron pin set; thence North 88 degrees 53 minutes 54 seconds East a distance of 73.73 feet to an iron pin set; thence South 40 degrees 28 minutes 41 seconds East a distance of 1479.50 feet to an iron pin set; thence South 49 degrees 31 minutes 19 seconds West a distance of 30.00 feet to an iron pin set; thence along the arc of a curve to the left 452.68 feet, said curve having a radius of 2009.86 feet and a chord bearing of South 49 degrees 11 minutes 58 seconds East and a chord distance of 451.73 feet to the point of beginning.

Less and except that property conveyed in that Deed to Gift from General Motors Corporation to DeKalb County dated November 19, 2001 record in Deed Book 12703, Page 603, aforesaid records.

Client Reference: 3900 Motors Industrial Way, Atlanta, GA 30360-3163

EXHIBIT B

Map of Property

Exhibit B
MAP OF PROPERTY
FORMER GENERAL MOTORS DORAVILLE ASSEMBLY
3900 MOTORS INDUSTRIAL WAY
Doraville, Georgia

