

After Recording Return to:

Georgia Power Company  
Attention: Brenda Westbrook  
Land Department - Bin 10151  
241 Ralph McGill Boulevard, NE  
Atlanta, Georgia 30308-3374

ision

### **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 O.C.G.A. § 44-16-8(a).

**Fee Owner of Property/Grantor:** Georgia Power Company  
241 Ralph McGill Boulevard N.E.  
Atlanta, Georgia 30308-4724

**Grantee/Holder:** Georgia Power Company  
241 Ralph McGill Boulevard N.E.  
Atlanta, Georgia 30308-4724

**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, GA 30334

**Parties with interest in the Property:** None

#### **Property:**

The property subject to this Environmental Covenant is eight (8) acres and the site of an inert landfill (as described on Exhibit "A," the "Property") entirely within property owned by the Grantor, located between Grove Park Place N.W. and Marietta Boulevard in Atlanta, Fulton County, Georgia, as more completely described on Exhibit "A." The Property was part of a larger three-parcel assemblage acquired by Georgia Power Company in 1929, as recorded in Deed Book 1203, Page 369, Deed Book 1205, page 445, and Deed Book 1278, page 166, Fulton County Records. The area is located in Land Lot 144 of the 14th District of Fulton County, Georgia. A complete legal description of the area is attached as Exhibit "A," and a map of the area is attached as Exhibit "B."

#### **Tax Parcel Number(s):**

14-0144-LL-002-5 of Fulton 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:

- Corrective Action Plan: Georgia Power Company Northwest Substation and Landfill. HSI Site No. 10895, prepared by MACTEC Engineering and Consulting, Inc., dated April 30, 2010; and
- Landfill Monitoring and Maintenance Plan, Georgia Power Company Northwest Atlanta, Georgia Facility, HSI Site. No. 10895, prepared by MACTEC Engineering and Consulting, Inc., dated August 2011.

These documents are available at the following locations:

Georgia Environmental Protection Division  
Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1462 East Tower  
Atlanta, GA 30334  
M-F 8:00 AM to 4:30 PM excluding state holidays

Georgia Power Company  
Attention: Robert W. Mitchell  
241 Ralph McGill Boulevard  
Atlanta, Georgia 30308

#### 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 Georgia Power Company, 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 of the presence of poly-chlorinated bi-phenyls, semi-volatile organic compounds, and metals in the soil at the Property. Regulated constituents that were detected in landfill material at the site (listed in Table 7 of the Corrective Action Plan) include Acetone, Chlorobenzene, Toluene, 2-Methyl naphthalene, Acenaphthene, Anthracene, *Benzo(a)anthracene*, *Benzo(a)pyrene*, *Benzo(b)fluoranthene*, Benzo(g,h,i)perylene, Benzo(k)fluoranthene, Bis(2-ethylhexyl)phthalate, Carbazole, *Chrysene*, Dibenzofuran, Fluoranthene, Fluorene, *Indeno(1,2,3-cd)pyrene*, Phenanthrene, Pyrene, PCBs (Aroclors 1242, 1248, 1254, and 1260), barium, *chromium*, *lead*, and mercury. Only those constituents *italicized* in the preceding list have been detected at levels above a risk reduction standard. No constituents have been detected in groundwater at concentrations above a risk reduction standard. The constituents listed in the preceding sentences 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 the installation and maintenance of engineering controls (e.g., maintain landfill cover, security fencing, permanent markers, and a groundwater monitoring system) and institutional controls (e.g., limit use to non-residential activities) to protect human health and the environment.

Grantor, Georgia Power Company (hereinafter "Georgia Power"), 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 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.

Georgia Power 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); are 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, Georgia Power Company as Grantor and Holder, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Georgia Power Company 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) days 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) days 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.** The landfill and groundwater monitoring programs detailed in the Corrective Action Plan dated April 30, 2010, and the Landfill Monitoring and Maintenance Plan dated August 2011 must be implemented to ensure that the landfill cover is properly maintained and no release has occurred beyond the Property boundary.
5. **Periodic Reporting.** The reporting program detailed in the Landfill Monitoring and Maintenance Plan dated August 2011 will be implemented. Reporting shall include but is not limited to: groundwater detection monitoring results, maintenance and inspection activities, certification of non-

residential use of the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are observed.

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 Fulton 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 of or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited. With the exception of work necessary for the maintenance, repair, replacement of engineering controls, or otherwise approved by EPD, activities that are prohibited include any activity which is performed in a manner inconsistent with the Landfill Monitoring and Maintenance Plan.
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 on each side of the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD and/or Georgia Power Company, the Owner shall allow authorized representatives of EPD and/or Georgia Power Company 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: the City of Atlanta and Fulton County.
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 1154 East Tower  
Atlanta, GA 30334

Georgia Power Company  
Attention: Robert W. Mitchell  
241 Ralph McGill Boulevard  
BIN 10221  
Atlanta, Georgia 30308

**SIGNATURES FOLLOW**

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 27 day of August, 2012.

**GRANTOR:**

**GEORGIA POWER COMPANY**

R Shipman

By:

Its:

Dated: 8/27/2012

**HOLDER:**

**GEORGIA POWER COMPANY**

R Shipman

By:

Its:

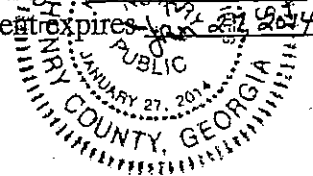
Dated: 8/27/2012

**STATE OF GEORGIA**

**COUNTY OF Henry**

On this 27 day of August, 2012, I certify that Ron Shipman 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 Vice President of Georgia Power to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Danda Z. Williams  
Notary Public in and for the State of  
Georgia, residing at Henry County  
My appointment expires Jan 27, 2014



STATE OF GEORGIA  
ENVIRONMENTAL PROTECTION DIVISION

Judson H. Turner

By  
Director, Georgia Environmental Protection Division

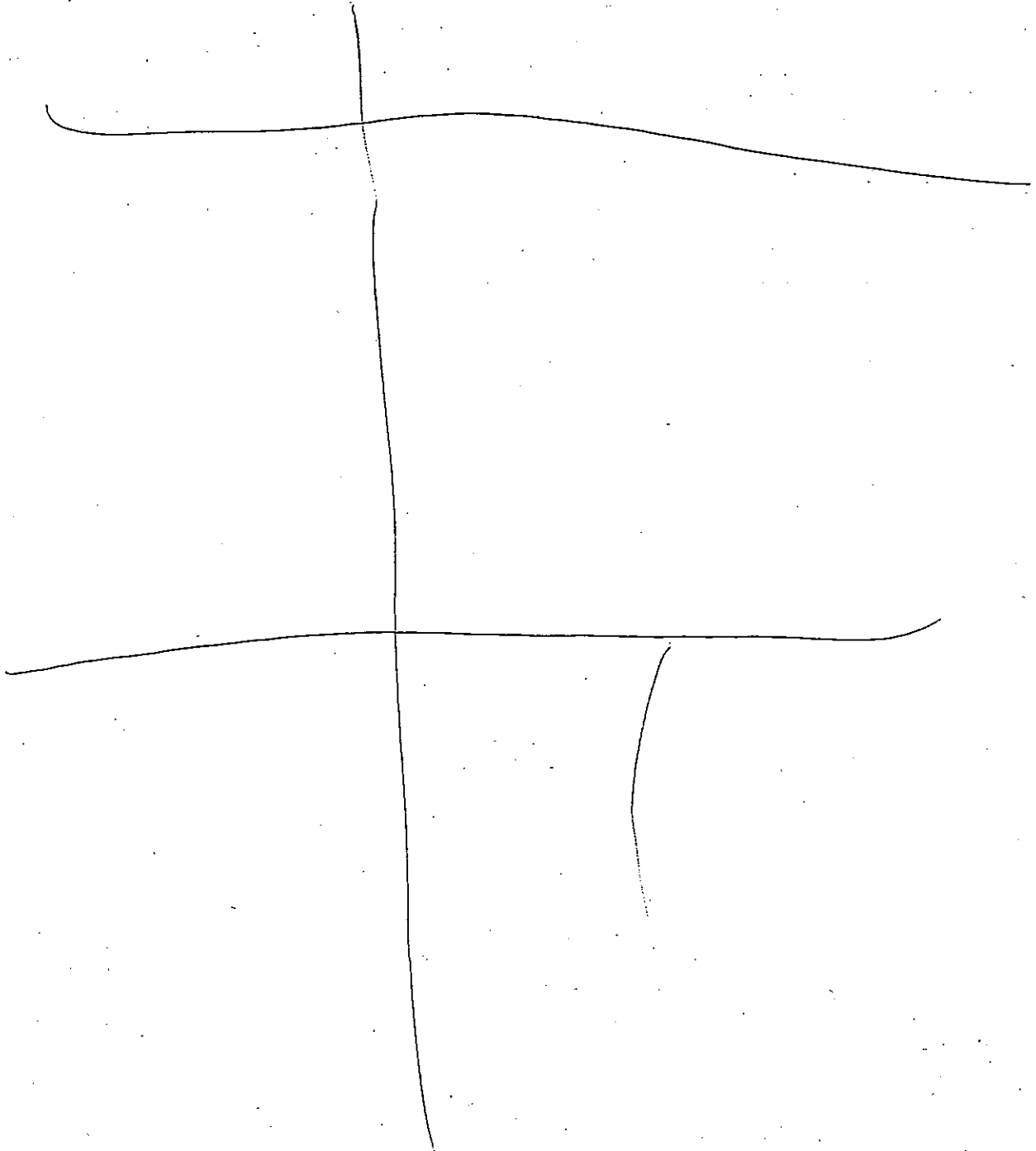
Dated: 9-13-2012

STATE OF GEORGIA  
COUNTY OF Fulton

On this 9<sup>th</sup> day of September, 2012, 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 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.

Yolanda P. Janning  
Notary Public in and for the State of  
Georgia, residing at Henry County  
My appointment expires Sept. 29, 2013

Exhibit A  
Legal Description





### Parcel description for the Northwest Landfill Environmental Covenant

All that tract or parcel of land lying and being in Land Lot 144, 14<sup>th</sup> District and Land Lot 190, 17<sup>th</sup> District, City of Atlanta, Fulton County, Georgia, and being a parcel of land more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a PK Nail (POC – GPC control point 1) on the existing Southerly right-of-way line of West Marietta Street (a right of way of varying widths) and Easterly right of way line of Lois Street (a 50 foot right of way) , having a coordinate value of North 1377403.139 and East 2215681.306 according to the Georgia State Plane Coordinate System, NAD83(94) U.S. survey feet, Georgia West Zone; continue thence South 00°53'56" West, a distance of 1021.46 feet along the easterly right of way line of Lois Street to a point; continue thence South 21°01'07" East, a distance of 1138.04 feet to a GPC monument with disk (Control Point 2), continue thence South 00°50'10" East, a distance of 240.85 feet to a one-half inch rebar with plastic cap set, and having a coordinate value of North 1375078.660 and East 2216076.980 according to the Georgia State Plane Coordinate System, NAD83(94) U.S. survey feet, Georgia West Zone, said point being the TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence North 89 degrees 50 minutes 03 seconds East, a distance of 37.60 feet to a one-half inch rebar with cap set;

THENCE South 02 degrees 18 minutes 05 seconds East, a distance of 280.42 feet to a one-half inch rebar with cap set;

THENCE North 89 degrees 18 minutes 17 seconds East, a distance of 56.29 feet to a one-half inch rebar with cap set;

THENCE South 01 degrees 23 minutes 26 seconds East, a distance of 268.99 feet to a one-half inch rebar with cap set;

THENCE South 74 degrees 12 minutes 11 seconds West, a distance of 382.93 feet to a one-half inch rebar with cap set;

THENCE South 89 degrees 52 minutes 21 seconds West, a distance of 312.33 feet to a one-half inch rebar with cap set;

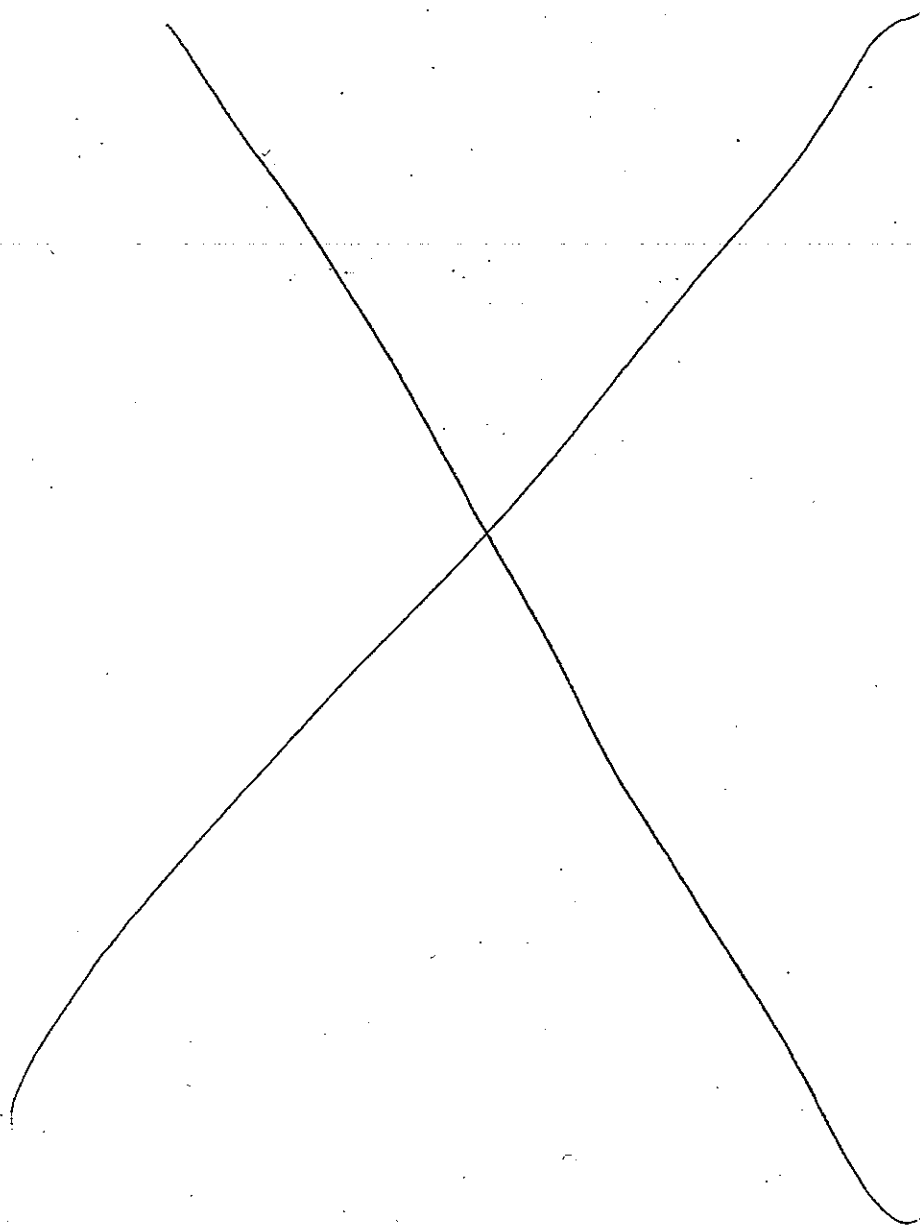
THENCE North 07 degrees 53 minutes 52 seconds East, a distance of 58.06 feet to a one-half inch rebar found at property corner between Georgia Power Company and The City of Atlanta:

THENCE North 07 degrees 53 minutes 52 seconds East, a distance of 548.16 feet along the property line between property now or formerly owned by Georgia Power Company and property now or formerly owned by The City of Atlanta, to a five-eighths inch rebar found on the northerly line of Land Lot 144, 14<sup>th</sup> District (said line also being the southerly line of Land Lot 190, 17<sup>th</sup> District);

THENCE along the said northerly line of Land Lot 144 proceed South 89 degrees 16 minutes 00 seconds East, a distance of 486.73 feet also along the property line between property now or formerly owned by Georgia Power Company and property now or formerly owned by The City of Atlanta, to a one-half inch rebar found;

THENCE leaving the said northerly Land Lot Line proceed North 00 degrees 50 minutes 10 seconds West, a distance of 59.01 feet also along the property line between property now or formerly owned by Georgia Power Company and property now or formerly owned by The City of Atlanta, to a one-half inch rebar with plastic cap set, and the TRUE POINT OF BEGINNING, said tract or parcel of land contains 8.00 acres, more or less, all as shown on Boundary Survey for Northwest Landfill Environmental Covenant, Georgia Power Company Map File Drawing Number P-261-4, prepared by LAI Engineering, dated August 21, 2011, and certified by Clyde R. Eldredge, Georgia Registered Land Surveyor No. 2659.

**Exhibit B**  
Map



# SURVEY CLOSURE STATEMENT

The Field Data upon which this plat is based has a closure precision of one foot in 72,536 feet, and an angular error of 3 seconds per angle point, and was adjusted using LEAST SQUARES rule.

This plat has been calculated for closure and is found to be accurate within one foot in 265,178 feet.

Linear Measurement obtained using TRIMBLE S6 AND R8  
Angular Measurement obtained using TRIMBLE S6  
Field Work completed 07/27/2011

## F.I.R.M. FLOOD NOTE:

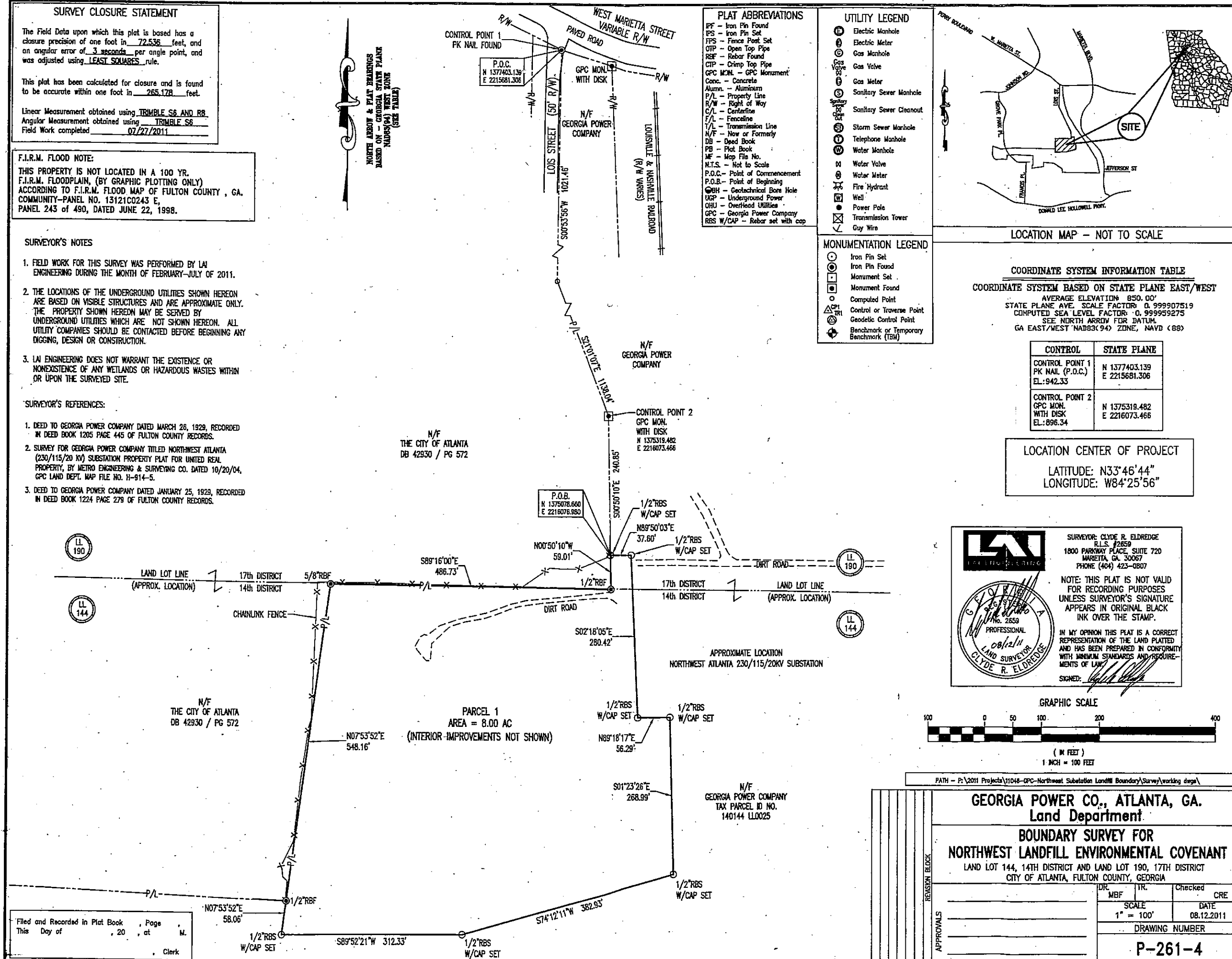
THIS PROPERTY IS NOT LOCATED IN A 100 YR. F.I.R.M. FLOODPLAIN, (BY GRAPHIC PLOTTING ONLY) ACCORDING TO F.I.R.M. FLOOD MAP OF FULTON COUNTY, GA. COMMUNITY-PANEL NO. 13121C0243 E, PANEL 243 of 490, DATED JUNE 22, 1998.

## SURVEYOR'S NOTES

1. FIELD WORK FOR THIS SURVEY WAS PERFORMED BY LAI ENGINEERING DURING THE MONTH OF FEBRUARY-JULY OF 2011.
2. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE STRUCTURES AND ARE APPROXIMATE ONLY. THE PROPERTY SHOWN HEREON MAY BE SERVED BY UNDERGROUND UTILITIES WHICH ARE NOT SHOWN HEREON. ALL UTILITY COMPANIES SHOULD BE CONTACTED BEFORE BEGINNING ANY DIGGING, DESIGN OR CONSTRUCTION.
3. LAI ENGINEERING DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTES WITHIN OR UPON THE SURVEYED SITE.

## SURVEYOR'S REFERENCES:

1. DEED TO GEORGIA POWER COMPANY DATED MARCH 26, 1929, RECORDED IN DEED BOOK 1205 PAGE 445 OF FULTON COUNTY RECORDS.
2. SURVEY FOR GEORGIA POWER COMPANY TITLED NORTHWEST ATLANTA (230/115/20 KV) SUBSTATION PROPERTY PLAT FOR UNITED REAL PROPERTY, BY METRO ENGINEERING & SURVEYING CO. DATED 10/20/04, GPC LAND DEPT. MAP FILE NO. H-914-5.
3. DEED TO GEORGIA POWER COMPANY DATED JANUARY 25, 1929, RECORDED IN DEED BOOK 1224 PAGE 279 OF FULTON COUNTY RECORDS.



### PLAT ABBREVIATIONS

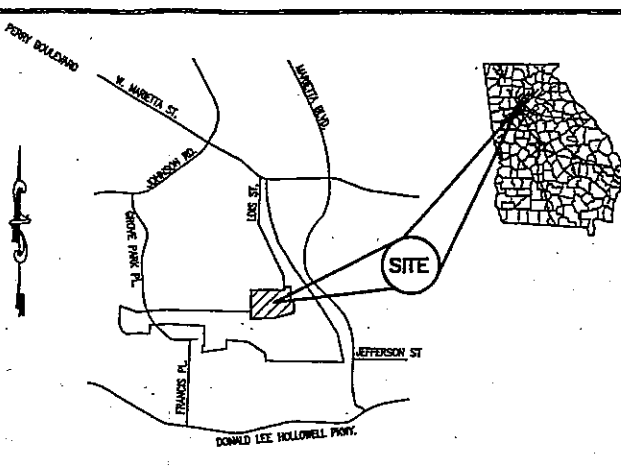
IPF	- Iron Pin Found
IPS	- Iron Pin Set
FPS	- Fence Post Set
OTF	- Open Top Pipe
RBF	- Rebar Found
CTP	- Crimp Top Pipe
GPC MON.	- GPC Monument
Conc.	- Concrete
Alumn.	- Aluminum
P/L	- Property Line
R/W	- Right of Way
C/L	- Centerline
F/L	- Fenceline
T/L	- Transmission Line
N/F	- Now or Formerly
DB	- Deed Book
PB	- Plat Book
MF	- Map File No.
N.T.S.	- Not to Scale
P.O.C.	- Point of Commencement
P.O.B.	- Point of Beginning
GBH	- Geotechnical Bore Hole
UGP	- Underground Power
OHU	- Overhead Utilities
GPC	- Georgia Power Company
RBS W/CAP	- Rebar set with cap

### UTILITY LEGEND

⊕	Electric Manhole
⊙	Electric Meter
⊗	Gas Manhole
⊕	Gas Valve
⊙	Gas Meter
⊗	Sanitary Sewer Manhole
⊕	Sanitary Sewer Cleanout
⊙	Storm Sewer Manhole
⊗	Telephone Manhole
⊕	Water Manhole
⊙	Water Valve
⊗	Water Meter
⊕	Fire Hydrant
⊙	Well
⊗	Power Pole
⊕	Transmission Tower
⊙	Guy Wire

### MONUMENTATION LEGEND

⊕	Iron Pin Set
⊙	Iron Pin Found
⊗	Monument Set
⊕	Monument Found
⊙	Computed Point
⊗	Control or Traverse Point
⊕	Geodetic Control Point
⊙	Benchmark or Temporary Benchmark (TBM)



### COORDINATE SYSTEM INFORMATION TABLE

COORDINATE SYSTEM BASED ON STATE PLANE EAST/WEST

AVERAGE ELEVATION: 850.00'

STATE PLANE AVE. SCALE FACTOR: 0.999907519

COMPUTED SEA LEVEL FACTOR: 0.999959275

SEE NORTH ARROW FOR DATUM

GA EAST/WEST NAD83(94) ZONE, NAVD (88)

CONTROL	STATE PLANE
CONTROL POINT 1 PK NAIL (P.O.C.) EL.: 942.33	N 1377403.139 E 2215681.306
CONTROL POINT 2 GPC MON. WITH DISK EL.: 896.34	N 1375319.482 E 2216073.466

LOCATION CENTER OF PROJECT

LATITUDE: N33°46'44"

LONGITUDE: W84°25'56"

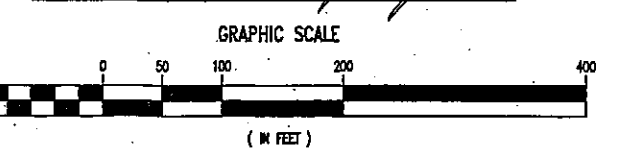
**LAI ENGINEERING**

SURVEYOR: CLYDE R. ELDRIDGE  
R.L.S. #2659  
1800 PARKWAY PLACE, SUITE 720  
MARIETTA, GA. 30067  
PHONE (404) 423-0807

NOTE: THIS PLAT IS NOT VALID FOR RECORDING PURPOSES UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLACK INK OVER THE STAMP.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

SIGNED: *[Signature]*



PATH - P:\2011 Projects\11046-GPC-Northwest Substation Landfill Boundary\Survey\working.dwg

**GEORGIA POWER CO., ATLANTA, GA.**  
Land Department

**BOUNDARY SURVEY FOR**  
**NORTHWEST LANDFILL ENVIRONMENTAL COVENANT**

LAND LOT 144, 14TH DISTRICT AND LAND LOT 190, 17TH DISTRICT  
CITY OF ATLANTA, FULTON COUNTY, GEORGIA

MBF	TR	Checked	CRE
SCALE 1" = 100'		DATE 08.12.2011	
DRAWING NUMBER <b>P-261-4</b>			

Filed and Recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_  
This Day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ M.  
Clerk \_\_\_\_\_

Deed Book 51689 Pg. 309  
Catherine Robinson  
Clerk of Superior Court  
Fulton County, Georgia