

After Recording Return to:

ABB, Inc.
131 Phoenix Crossing
Bloomfield, CT 06002

CROSS-REFERENCE: Plat Book: H
Page: 370

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 Owner of Property/Grantor:

ABB, Inc.
131 Phoenix Crossing
Bloomfield, CT 06002



Deed Doc: COVE

Recorded 08/30/2018 02:04PM

Grantee/Holder:

ABB, Inc.
131 Phoenix Crossing
Bloomfield, CT 06002

Beverly Logan

Clerk Superior Court, Athens-Clarke County, Ga.

Bk 04750 Pg 0324-0334

Penalty:

**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

Parties with interest in the Property:

Georgia Power, Legal Dept.
241 Ralph McGill Blvd.
Atlanta, GA 30308-3374
Attn: Melanie Jablonski, Senior Counsel

Athens Public Works Department
120 W. Dougherty St.
Athens, GA 30601
Attn: Todd Stevenson, Stormwater Administrator

Athens Public Works Department
124 E. Hancock Ave.
Athens, GA 30601
Attn: Marilyn Hall, Water Resource Planner

Property:

Bk 04750 Pg 0325

The property subject to this Environmental Covenant is parcel 112 004A, located on 450 Newton Bridge Road in Athens, Clarke County, Georgia (hereinafter "Property"). This tract of land was conveyed on December 28, 1989 from Westinghouse ABB Power T&D Company to ABB Power T&D Company, Inc. recorded in Deed Book 1012, Page 160, Clarke County Records. The Property is located in Clarke County, Georgia. The parcel is comprised of 72.66 acres of undeveloped land. A complete legal description and survey map of the Property is attached as Exhibit A, while a map depicting the horizontal extent of known and potentially affected area of the Property is attached as Exhibit B.

Tax Parcel Number(s):

112 004A of Clarke 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[s] (as same may be amended from time to time with written approval from EPD):

- Continued Compliance Plan dated March 4, 2003.

This document is available at the following locations in the files for HSI No. 10014:

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 ABB, Inc., its successors and assigns, ABB, Inc., 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 lead, chromium, and zinc occurred on the Property. Lead, chromium, and zinc 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 (limit use to non-residential activities) to protect human health and the environment.

Grantor, ABB, Inc. (hereinafter "ABB"), 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 ABB and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

ABB 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 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD and ABB and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, ABB or its successors and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. Annually, by no later than December 1st following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the *Continued Compliance Plan, Former Westinghouse Electric Corporation Site, HSI Site 10014, dated March 4, 2003*, or the most recent revision approved by EPD, including certification of non-residential use of the Property and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. 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 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 unless otherwise approved by EPD.
6. Right of Access. In addition to any rights already possessed by EPD and/or the ABB, 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 Recorders 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) ABB, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
8. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-1 *et seq.*, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07, 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 EPD Interest in Property Created. 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 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 1054 East Tower
Atlanta, GA 30334

ABB, Inc.
131 Phoenix Crossing
Bloomfield, CT 06002

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 17 day of May, 2018.

Signed, sealed, and delivered in the presence

of:

Robin M. Staszak

Unofficial Witness (Signature)

Robin M. Staszak

Unofficial Witness Name (Print)

131 Phoenix Crossing

Bloomfield, CT 06002

Unofficial Witness Address (Print)

Patricia Marie Kelly

Notary Public (Signature)

Patricia Marie Kelly

My Commission Expires: 1/31/2022

For the Grantor:

ABB Inc.

Name of Grantor (Print)

Keith Knauerhase

Grantor's Authorized Representative (Signature)

Keith Knauerhase

Authorized Representative Name (Print)

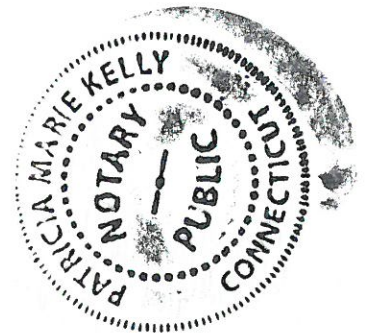
Assistant Secretary

Title of Authorized Representative (Print)

Dated: 5/17/18

(NOTARY SEAL)

(Seal)



Signed, sealed, and delivered in the presence of:

Tamara C. Fischer

Unofficial Witness (Signature)

Tamara C. Fischer

Unofficial Witness Name (Print)

2 MLK Jr Drive East

Atlanta GA 30334

Unofficial Witness Address (Print)

Sydney Brogden

Notary Public (Signature)

My Commission Expires: June 15, 2021

Bk 04750 Pg 0329
For the State of Georgia
Environmental Protection Division:

Richard E. Dunn
(Signature)

Richard E. Dunn
Director

Dated: 8/17/18

(NOTARY SEAL)

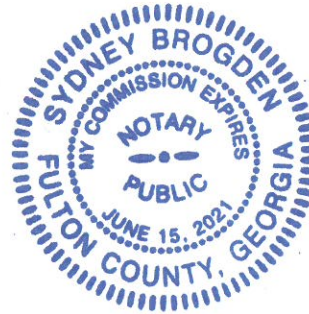


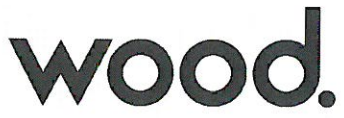
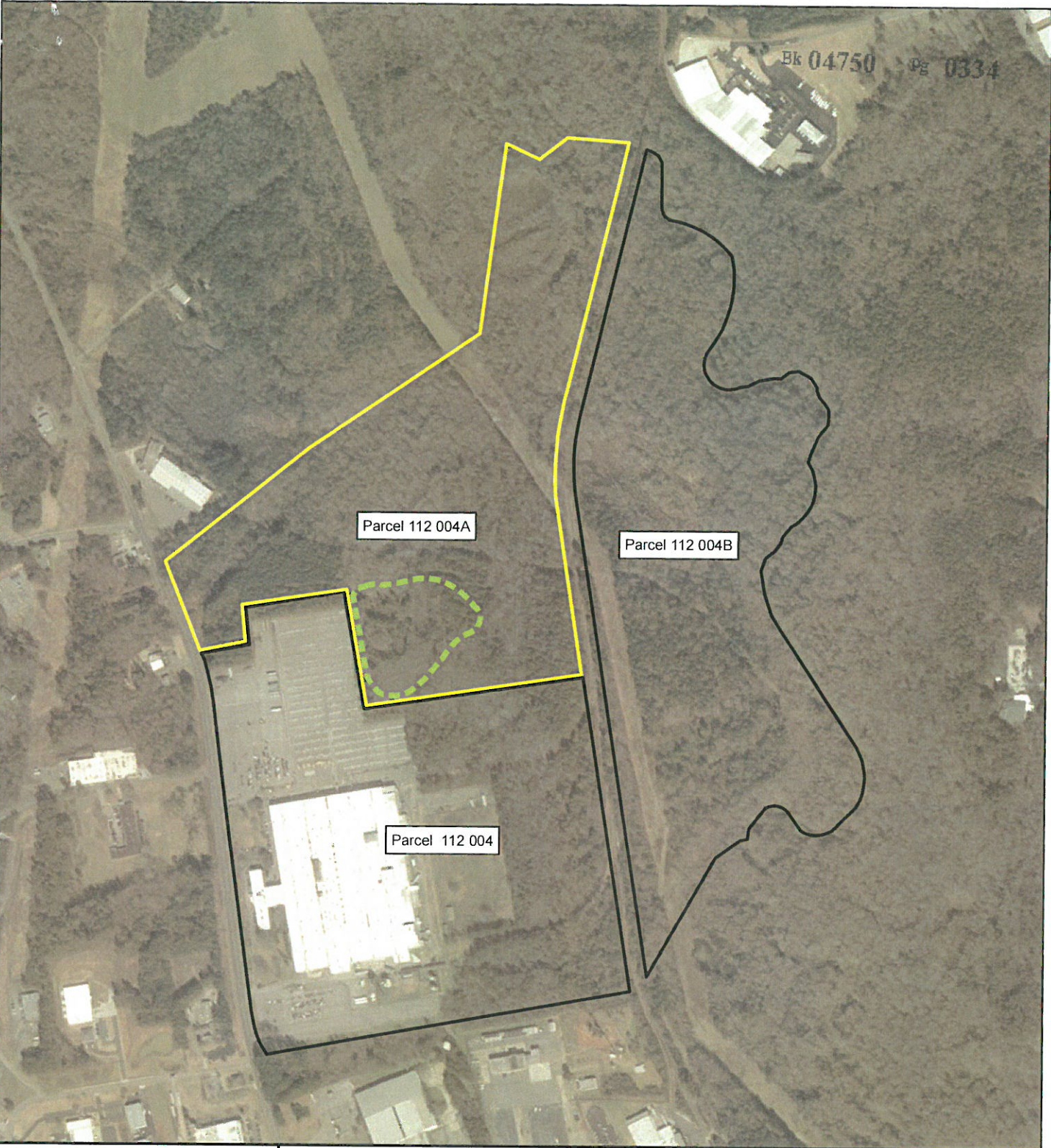
Exhibit A
Legal Description and Survey Map

All that tract, or parcel of land, lying and being in Athens-Clarke County, Georgia, G.M.D. 216, containing 72.728 acres of land, more or less, and being more particularly described as follows:

Beginning at a concrete monument located at the intersection of the northerly margin of the 50 foot right-of-way of Dairy Pak Road with the easterly margin of the 100' right-of-way of Newton Bridge Road; thence along the right-of-way of Newton Bridge Road 424.29 feet along an arc of a curve to the right, said curve having a radius of 3071.95 feet, a chord bearing of North 11 degrees 29 minutes 38 seconds West, and a chord distance of 423.95 feet to a point; thence North 07 degrees 32 minutes 14 seconds West, 1324.12 feet to a point; thence 306.36 feet along an arc of a curve to the left, said curve having a radius of 2258.58 feet, a chord bearing of North 11 degrees 22 minutes 09 seconds West, and a chord distance of 306.13 feet to an 80d nail, being the TRUE POINT OF BEGINNING; thence continuing along the easterly margin of right-of-way of Newton Bridge Road 308.71 feet along an arc of a curve to the left, said curve having a radius of 2258.58 feet, a chord bearing of North 19 degrees 08 minutes 28 seconds West, and a chord distance of 308.47 feet to a point; thence North 22 degrees 53 minutes 33 seconds West, 269.12 feet to a 5/8" bolt; thence leaving said right-of-way North 53 degrees 11 minutes 20 seconds East, 1149.94 feet to a 1/2" rebar; thence North 59 degrees 53 minutes 25 seconds East, 873.58 feet to a 1/2" rebar; thence North 09 degrees 57 minutes 04 seconds East, 1123.00 feet to a point; thence South 65 degrees 11 minutes 43 seconds East, 179.94 feet to a point; thence North 53 degrees 19 minutes 11 seconds East, 218.22 feet to a point in the centerline of the North Oconee River; thence along river centerline South 79 degrees 52 minutes 28 seconds East, 226.37 feet to a point on the westerly margin of the 100 foot railroad right-of-way of Norfolk Southern Railroad (formerly Southern Railway right-of-way); thence leaving river centerline and along the westerly margin of said railroad right-of-way South 13 degrees 36 minutes 46 seconds West, 1432.27 feet to a point; thence 557.40 feet along an arc of a curve to the left, said curve having a radius of 1442.20 feet, a chord bearing of South 02 degrees 32 minutes 28 seconds West, and a chord distance of 553.94 feet to a point; thence South 08 degrees 31 minutes 09 seconds East, 926.78 feet to an 80d nail; thence leaving railroad right-of-way, and along the boundary with the lands of Power Partners I LLC, South 80 degrees 14 minutes 14 seconds West, 1158.42 feet to an 80d nail; thence North 09 degrees 00 minutes 10 seconds West, 632.04 feet to an 80d nail; thence South 80 degrees 47 minutes 33 seconds West, 558.41 feet to an 80d nail; thence South 09 degrees 51 minutes 47 seconds East, 223.90 feet to an 80d nail; thence South 80 degrees 00 minutes 45 seconds West, 251.83 feet to the TRUE POINT OF BEGINNING.

Said property being the same as Tract 1 (157.173 acres) described in Schedule A of a quit claim deed recorded in Deed Book 1012 pages 160-164, in the records of the Clerk of Superior Court of Athens-Clarke County, Georgia, less than and except Tract 1 (84.463 acres) described in Exhibit A of a warranty deed recorded in Deed Book 1973 pages 90-94, aforementioned records.

Exhibit B
Horizontal Extent of Known and Potentially Affected Area



Project: 3031170010

By: M.Vavra Date: 4/24/2018

0 350 700 Feet

Symbol Key



Horizontal Extent of Known and Potentially Affected Area
(Source: August 6, 2002 Compliance Status Report
prepared by Conestoga-Rovers & Associates.)



Parcel 112 004A
(Source: Athens-Clarke County, GA qPublic.net and
January 5, 2018 Survey by W2A Engineering)

Figure 1
Horizontal Extent of Known and
Potentially Affected Area
ABB Parcel 112 004A
Athens GA

Path: P:\GIS\Athens_GA\MapDocs\Figures\1_Horizontal_Extent_of_Known_and_Potentially_Affected_Area.mxd