



Deed Doc: COVE  
Recorded 08/31/2015 04:33PM

KYEMESHLA T. GIBSON  
Clerk Superior Court, MERIWETHER County, Ga.  
Bk 00827 Pg 0105-0111

STATE OF GEORGIA  
COUNTY OF MERIWETHER

After Recording Return to:

Georgia Environmental Protection Division  
Land Protection Branch  
2 Martin Luther King, Jr. Drive, SE  
Suite 1054 East  
Atlanta, Georgia 30334-9000

**FILE COPY**

**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.* 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:**

Woodbury Box Company, Inc.  
205 Main Street  
Woodbury, GA 30293

**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 1054 East Tower  
Atlanta, GA 30334-9000

**Property:**

The property subject to this Environmental Covenant is the Woodbury Box Company, Inc., located on 3<sup>rd</sup> Street (Durand Street) in Woodbury, Meriwether County, Georgia (hereinafter "Property"). This tract of land was conveyed on 18 January 1978 from James A. Dukes and Betty G. Dukes to Woodbury Box Company, Inc. recorded in Deed Book 163, Page 343, Meriwether County Records. The Property, which was surveyed March 2015, recorded in Deed Book 23, Page 457, is located in Land Lot 68 of the 9<sup>th</sup> District of Meriwether County, Georgia. It is 3.378 acres of industrial property inside the city limits of Woodbury GA. A

complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

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**Tax Parcel Number(s):**

W008-101 and W008-108 of Meriwether 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]:

- Corrective Action Plan, Woodbury Box Company, Inc., December 19, 2013

This document is available at the following location:

Georgia Environmental Protection Division  
Land Protection Branch  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, GA 30334-9000  
M-F 8:00 AM to 4:30 PM excluding state holidays

**Description of Contamination and Corrective Action:**

This Property has undergone corrective action subject to the requirements of Resource Conservation Recovery Act (RCRA) terminated hazardous waste facility permit HW-095(D). However, institutional controls, engineering controls, and monitoring listed herein are required for a limited period of time due to the previous presence of hazardous waste (now removed) and the remaining presence of certain regulated substances, hazardous waste constituents or hazardous constituents regulated under the Georgia Hazardous Site Response Act, O.C.G.A. 12-8-90 *et seq.* (HSRA); HSRA Rules for Hazardous Site Response, Chapter 391-3-19 (HSRA Rules); Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act); and the Georgia Hazardous Waste Management Rules, 391-3-11 (HW Rules). As stated in Section 391-3-19-.06(7)(b) of the HSRA Rules, the Corrective Action performed under the Act and HW Rules is presumed to be in compliance with Type 5 of the risk reduction standards of Rule 391-3-19-.07(10), and the requirements of 391-3-19-.06(3) through (5) of the HSRA Rules do not apply to this Property as a result. Contact the Owner or the Georgia Environmental Protection Division for further information concerning this Property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Woodbury Box Company, Inc., 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 and zinc occurred on the Property. Nickel and zinc are "regulated substances" as defined under the Act and the Rules. The Corrective Action consists of the installation and maintenance of engineering controls (groundwater monitoring system), monitored natural attenuation (MNA) of nickel and zinc and institutional controls (limit use to non-residential activities and restriction of groundwater use) to protect human health and the environment.

Grantor, Woodbury Box Company, Inc., hereby binds Grantor, its successors and assigns, to the activity and use restriction(s) on the Property identified herein and grants such other rights

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under this Environmental Covenant in favor of EPD. Grantee, EPD shall have the right to the enforcement of the rights conveyed under this Environmental Covenant pursuant to the Act and the Rules. 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 or Grantor from exercising any authority under applicable law.

Woodbury Box Company, Inc. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies such declarations shall (1) constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (2) are perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and (3) 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 (herein referred to as the "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, Woodbury Box Company, Inc. and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Woodbury Box Company, Inc. 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 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 restrictions. 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. Monitoring. The groundwater detection-monitoring program detailed in the Corrective Action Plan dated 19 December 2013 must be implemented to ensure no further migration of the contaminant plume.
5. Periodic Reporting. Biennially, by no later than 1 October 2015 following the effective date of this Environmental Covenant, the Owner shall submit to EPD monitoring data as specified in the Corrective Action Plan.

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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 the Meriwether 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.
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. 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.
9. 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) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
10. 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.*
11. 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.
12. 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;



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- 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 9 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 30334-9000

# EXHIBIT A

All that certain tract of land, containing 3.378 acres, more or less, in Land Lot 68 of the Ninth Land District in the City of Woodbury, Meriwether County, Georgia, commencing at the centerline of Peachtree and Durand Streets thence N72-46-09E a distance of 58.27 ft. to a 5/8" rebar found and point of beginning. Thence along a cyclone fence S07-30-56E a distance of 165.23 ft. to a concrete marker found. Thence along a cyclone fence S63-13-39E a distance of 83.79 ft. to a concrete marker found, thence along cyclone fence S54-59-06E a distance of 353.49 ft. to a concrete marker found. Thence along a cyclone fence N06-08-20W a distance of 139.06 ft. to a 1" pipe thence along a cyclone fence N80-49-43E a distance of 57.96 ft. to a 1" pipe. Thence along a cyclone fence N09-10-17W a distance of 4.00 ft. to a 1" pipe thence along a cyclone fence N80-55-24E a distance of 63.19 ft. to a 1" pipe. Thence along a cyclone fence N-07-15-41W a distance of 149.36 ft. to a 36" pecan tree. Thence along a cyclone fence S84-27-10W a distance of 124.95 ft. to a metal fence post thence along a cyclone fence N08-19-31W a distance of 38.09 ft. to a metal fence post thence along a cyclone fence S81-35-00W a distance of 85.25 ft. to a 5/8" rebar found. Thence along a cyclone fence S81-24-48W a distance of 85.47 ft. to a 5/8" rebar found thence along a cyclone fence S07-29-12E a distance of 18.87 ft. to a 1" pipe. Thence along a cyclone fence S81-47-07W a distance of 52.04 ft. to a 5/8" rebar found thence along east side of a drive S16-33-12W a distance of 97.68 ft. to a 5/8" rebar found. Thence continuing along drive S00-43-15E a distance of 185.28 ft. to a 5/8" rebar found thence S86-23-42W a distance of 98.05 ft. to a 5/8" rebar found and point of beginning, containing 3.378 acres.

Said tract of land being more particularly described according to a plat survey by Robert A. Moreland, Surveyor, on the 24th day of March, 2015, which plat, recorded in Plat Book 23, Page 457, public records of said Meriwether County, is, by reference, incorporated herein and made a part hereof.

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Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia  
Uniform Environmental Covenants Act, on the 22<sup>nd</sup> day of MAY, 2015

Signed, sealed, and delivered in the  
presence of:

Rene D. Barfield  
Unofficial Witness (Signature)

Rene D. Barfield  
Unofficial Witness Name (Print)

135 Eastside Drive

Thomasville, GA 30286

Unofficial Witness Address (Print)

[Signature]  
Notary Public (Signature)

My Commission  
Expires: June 16, 2018

For the Grantor:

Woodbury Box Co, Inc  
Name of Grantor (Print)

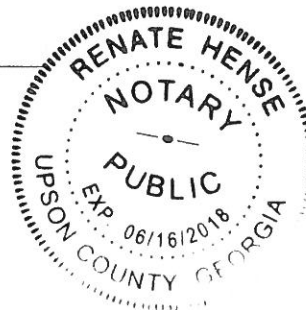
[Signature] (Seal)  
Grantor's Authorized Representative

SUSAN R. HALL  
Authorized Representative Name (Print)

CEO  
Title of Authorized Representative  
(Print)

Dated: 5-22-15

(NOTARY SEAL)



Signed, sealed, and delivered in the  
presence of:

Doralee Kirkland  
Unofficial Witness (Signature)

Doralyn S. Kirkland  
Unofficial Witness Name (Print)

2 MLK Jr Dr.; Ste 1456

Atlanta GA 30334  
Unofficial Witness Address (Print)

Cristal Sailors  
Notary Public (Signature)

My Commission  
Expires: 1/22/17

For the State of Georgia  
Environmental Protection Division:

[Signature] (Seal)  
(Signature)

Judson H. Turner  
Director

Dated: 5-22-15

