

Andrea L. Rimer
D. 404.885.3265
andrea.rimer@troutman.com



September 19, 2018

BY OVERNIGHT DELIVERY

Barrett Fischer
Response & Remediation Program
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, SE, Suite 1054
Atlanta, Georgia 30334

**Re: Filed Environmental Covenant
Former Avery Dennison Corporation Property, HSI #10578**

Dear Barrett:

In accordance with the Uniform Environmental Covenants Act, enclosed is a final copy of the Environmental Covenant for the above-referenced property, filed and recorded by the Clerk of Superior Court of Hall County, Georgia on September 4, 2018.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "ARimer", written over the word "Sincerely,".

Andrea L. Rimer

Enclosure

cc: (by electronic mail)
Paul Gallagher, Avery Dennison
Fatima Arash, DP 101, LLC
Jimmy Adams, ADCP II, LLC

FILED & RECORDED
DATE: 9/4/2018
TIME: 12:45PM
DEED BOOK: 8145
PAGES: 87-99
FILING FEES: \$38.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

After Recording Return to:
Andrea L. Rimer
Troutman Sanders LLP
600 Peachtree Street, Suite 3000
Atlanta, GA 30308

CROSS-REFERENCE:
Deed Book 7829, Pages 726-727
Deed Book 7931, Pages 378 - 387
Hall County, Georgia records

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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and Avery Dennison Corporation as set forth herein.

Fee Simple Owners/Grantors:

DP 101, LLC (Tract 1)
Attention: Jim Diamond
333 North Bedford Road, Suite 145
Mount Kisco, NY 10549

ADCP II, LLC (a/k/a ADCP II LLC) (Tract 2)
800 Georgia Avenue
Gainesville, GA 30501

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

Avery Dennison Corporation
2007 Goode Avenue
Glendale, CA 91203

**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

**Persons with Interests
other than Fee Simple:**

Georgia Power Company
241 Ralph McGill Boulevard
Bin 10151
Atlanta, GA 30308

Norfolk Southern Corporation
(as successor in interest to Southern Railway
Company)
Three Commercial Place
Norfolk, VA 23510

Webster Bank, National Association
145 Bank Street
Waterbury, CT 06702

City of Gainesville
757 Queen City Parkway, SW
Gainesville, GA 30501

BellSouth Telecommunications, LLC
(as successor to Southern Bell Telephone and
Telegraph Company)
c/o Corporation Process Co.
2180 Satellite Blvd., Suite 400
Duluth, GA 30097

Property Subject

The property subject to this Environmental Covenant consists of two tracts of approximately 38.091 acres of real property located at 4350 Avery Drive, in Flowery Branch, Hall County, Georgia, which is further identified by the tax parcel ID numbers below (hereinafter "Property"). Tract 1 of the Property (28.169 acres) was conveyed on June 29, 2017 to DP 101, LLC, and Tract 2 of the Property (9.922 acres) was conveyed on December 28, 2016 to ADCP II, LLC (a/k/a ADCP II LLC); such conveyances are respectively recorded in Deed Book 7931, Pages 378-387, and Deed Book 7829, Pages 726-727, of the Hall County deed records. The Property is located in Land Lots 73 and 92 of the 8th District of Hall County, Georgia. For purposes of this Environmental Covenant, DP 101, LLC and ADCP, II, LLC shall be referred to as the "owner" of its respective portion of the Property.

The tax parcels of the Property are 08073 000003D (Tract 1) and 0873 000018 (Tract 2) of Hall County, Georgia.

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

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon DP 101, LLC; ADCP II, LLC; Avery Dennison Corporation; and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Former Avery Dennison Corporation Property, HSI Site #10578, pursuant to the Georgia Voluntary Remediation Program. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10578 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.

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. The current use of the Property is non-residential, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Hall County zoning regulations as of the date of this Environmental Covenant. Any residential use of the Property shall be prohibited.
- B. A vapor mitigation system or barrier shall be installed and maintained with the construction of any enclosed structure that may occur on the Property, unless and until either: (a) the HSRA regulated substances in groundwater reach HSRA Risk Reduction Standards, or (b) the owner of the portion of the Property on which the structure is to be located has performed a vapor intrusion exposure pathway evaluation and received written approval from EPD stating that no vapor mitigation system or barrier is required with respect to the structure.
- C. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where

this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).

- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and Avery Dennison Corporation. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.
- D. Annual certification of compliance. Annually, but not later than December 31 beginning the first December following the effective date of this Environmental Covenant, each owner of the Property must submit a certification stating that the activity and use limitations in this Environmental Covenant are being abided by, accompanied by the VRP Annual Property Evaluation Form in the form attached to this Environmental Covenant at Exhibit C.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access and Enforcement

Authorized representatives of EPD and Avery Dennison Corporation shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, Avery Dennison Corporation and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Avery Dennison Corporation shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Avery Dennison Corporation shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantors. DP 101, LLC and ADCP II, LLC represent and warrant, as to their respective tracts of the Property, that all of the following are true and correct:

- A. DP 101, LLC and ADCP II, LLC hold fee simple title to their respective tracts of the Property.
- B. DP 101, LLC and ADCP II, LLC each have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by it within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, do not know of any anticipated material change in the practices, ownership, or authority of their respective entities that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of DP 101, LLC or ADCP II, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which DP 101, LLC or ADCP II, LLC are a party or by which DP 101, LLC or ADCP II, LLC may be bound.
- D. DP 101, LLC and ADCP II, LLC have identified all persons with existing interests other than fee simple in the Property and have determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant

was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

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

With a copy to:

Avery Dennison Corporation (for the Property)
2007 Goode Avenue
Glendale, CA 91203

DP 101, LLC (For Tract 1)
Attention: Jim Diamond
333 North Bedford Road, Suite 145
Mount Kisco, NY

ADCP II, LLC (a/k/a ADCP II LLC) (For Tract 2)
800 Georgia Avenue
Gainesville, GA 30501

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Signed, sealed, and delivered in the presence of:

L. Kuhn
Unofficial Witness (Signature)

L. Kuhn
Unofficial Witness Name (Print)

333 N. Bedford Rd.
Mt. Kisco NY 10549
Unofficial Witness Address (Print)

For the Grantor:

DP 101, LLC
Name of Grantor (Print)

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

JAMES DIAMOND
Authorized Representative Name (Print)

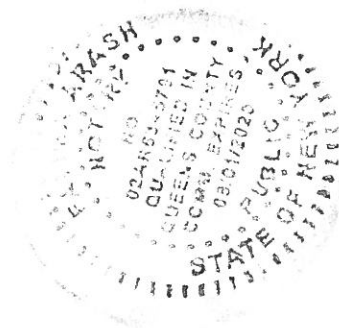
MANAGER
Title of Authorized Representative (Print)

Dated: 5/24/18

Fatima Arash
Notary Public (Signature)

My Commission Expires: 08-01-2020

(NOTARY SEAL)



FATIMA ARASH
NOTARY PUBLIC-STATE OF NEW YORK
No. 02AR6345791
Qualified In Queens County
My Commission Expires 08-01-2020

[Signatures continue on next page]

Signed, sealed, and delivered in the presence of:

Debra L. Cafe
Unofficial Witness (Signature)

Debra L. Cafe
Unofficial Witness Name (Print)

517 Horseshoe Bend Maconville GA 30558
Unofficial Witness Address (Print)

For the Grantor:

ADCP II, LLC (a/k/a ADCP II LLC)

Name of Grantor (Print)

[Signature]
Grantor's Authorized Representative (Signature)

(Seal)

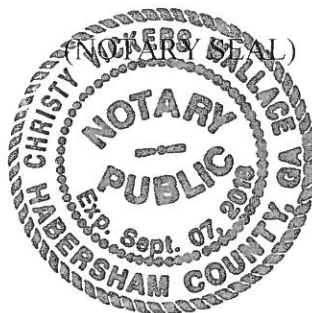
James J. Adams
Authorized Representative Name (Print)

Manager
Title of Authorized Representative (Print)

Dated: 4/19/18

Christy V. Wallace
Notary Public (Signature)

My Commission Expires: 9/7/18



[Signatures continue on next page]

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 East, Atlanta
Unofficial Witness Address (Print) GA 30334

Sydney Brogden
Notary Public (Signature)

My Commission Expires: June 15, 2021

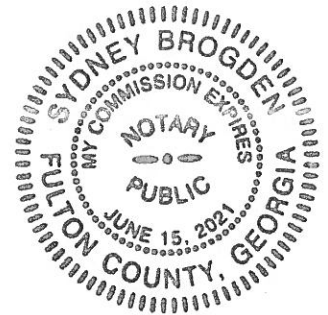
For the State of Georgia
Environmental Protection Division:

Richard E. Dunn (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 6/28/18

(NOTARY SEAL)



[Signatures continue on next page]

Signed, sealed, and delivered in the presence of:

Amanda Wittine
Unofficial Witness (Signature)

Amanda Wittine
Unofficial Witness Name (Print)

c/o Avery Dennison
8080 Norton Parkway
Mentor, OH 44060 USA
Unofficial Witness Address (Print)

Michelle R. Mekinda
Notary Public (Signature)

My Commission Expires: 03/20/21



MICHELLE R. MEKINDA

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
March 20, 2021

For the Grantee/Holder:

Avery Dennison Corporation

Name of Grantee/Holder (Print)

Paul P. Gallagher (Seal)

Grantee/Holder's Authorized Representative
(Signature)

Paul P. Gallagher
Authorized Representative Name (Print)

Global Remediation Manager
Title of Authorized Representative (Print)

Dated: 6-1-18

(NOTARY SEAL)

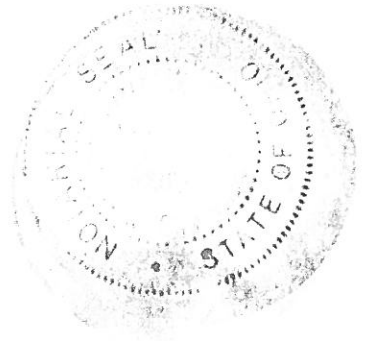


Exhibit A

Legal Description of Property

All that tract or parcel of land lying and being in Land Lots 73 & 92 of the 8th District of Hall County, Georgia and being more particularly described as follows:

Commencing at the Land Lot Corner common to Land Lots 72, 73, 92, and 93; thence proceed northwesterly along the Land Lot Line common to Land Lot 73 and Land Lot 92 a distance of 162.61 feet to a capped 1/2" rebar set along the northwesterly right of way of Interstate 985 and the True Point of Beginning; Thence, departing said right of way and proceeding along the common line between Land Lot 73 and 92, North 30 degrees 08 minutes 16 seconds West for a distance of 698.07 feet to a capped 1/2" rebar set, thence leaving said land lot line, North 56 degrees 07 minutes 31 seconds West for a distance of 778.63 feet to a capped 1/2" rebar set, thence North 32 degrees 34 minutes 25 seconds West for a distance of 523.84 feet to a capped 1/2" rebar set; thence North 30 degrees 46 minutes 46 seconds East for a distance of 75.84 feet to a point; thence North 28 degrees 10 minutes 03 seconds East for a distance of 39.90 feet to a point; thence along a curve to the left having a radius of 468.65 feet and an arc length of 204.84 feet, said arc being subtended by a chord with a bearing of North 14 degrees 58 minutes 14 seconds East and a length of 203.22 feet, to a capped 1/2" rebar set, thence North 53 degrees 54 minutes 44 seconds East for a distance of 119.89 feet to a 1/2" rebar found on the common line between Land Lot 73 and 92, thence leaving said land lot line, North 83 degrees 49 minutes 18 seconds East for a distance of 94.72 feet to a capped 1/2" rebar set; thence South 77 degrees 32 minutes 14 seconds East for a distance of 163.42 feet to a capped 1/2" rebar set, thence South 80 degrees 06 minutes 28 seconds East for a distance of 119.66 feet to a capped 1/2" rebar set; thence North 71 degrees 46 minutes 26 seconds East for a distance of 163.28 feet to a capped 1/2" rebar set; thence South 29 degrees 47 minutes 11 seconds East for a distance of 99.99 feet to a capped 1/2" rebar set; thence South 89 degrees 18 minutes 29 seconds East for a distance of 311.02 feet to a capped 1/2" rebar set along the southwesterly right of way of Avery Drive; thence along said right of way along a curve to the left having a radius of 60.00 feet and an arc length of 153.36 feet, said arc being subtended by a chord with a bearing of South 46 degrees 54 minutes 38 seconds East and a length of 114.89 feet to a 1/2" rebar found; thence departing said right of way of Avery Drive South 30 degrees 08 minutes 54 seconds East for a distance of 1251.21 feet to a 1/2" rebar found on the northwesterly right of way of Interstate 985; thence along the said right of way of Interstate 985 the following courses, South 42 degrees 09 minutes 41 seconds West for a distance of 230.18 feet to a concrete right of way monument found; thence South 41 degrees 38 minutes 24 seconds West for a distance of 221.87 feet to a capped 1/2" rebar set; thence South 40 degrees 29 minutes 40 seconds West for a distance of 347.72 feet to a capped 1/2" rebar set and The True Point of Beginning.

Said parcel containing 38.091 acres according to a survey for Avery Dennison by Moreland Altobelli and Associates dated 05-23-2007 and being last revised on 07-31-2013. Said survey is incorporated herein by specific reference for a more complete and accurate description.

The individual Tracts associated with the Property being more particularly described as follows:

Tract 1

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being in Land Lots 73 and 92 of the 8th District, Hall County, Georgia, and being more particularly described as Tract 1, approximately 28.169 acres, more or less, on that Subdivision Plat for AD Capital Partners, LLC and ADCP II, LLC, prepared by Moreland Altobelli Associates, Inc., Donald Rex Jones, Georgia Registered Land Surveyor No. 2396, recorded in Plat Book 871, Page 236, Records of Hall County, Georgia.

Tract 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being in Land Lots 73 and 92 of the 8th District, Hall County, Georgia, and being more particularly described as Tract 2, approximately 9.922 acres, more or less, on that Subdivision Plat for AD Capital Partners, LLC and ADCP II, LLC, prepared by Moreland Altobelli Associates, Inc., Donald Rex Jones, Georgia Registered Land Surveyor No. 2396, recorded in Plat Book 871, Page 236, Records of Hall County, Georgia.

FLOOD NOTE:
ACCORDING TO FIRM COMMUNITY PANEL NUMBER 131300 0284 F OF HALL COUNTY, GEORGIA DATED SEPTEMBER 29, 2006, A PORTION OF THIS PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA. THE APPROXIMATE LOCATION IS SHOWN HEREON.

VICINITY MAP (NTS)
THURMOND PARKWAY
ATLANTA HWY. SP. 13
LANIER PARKWAY
I-985

NOTES:
1) THIS PLAT HAS BEEN MADE FOR THE USE AND PURPOSE OF THE GRANT ASSIGNED AND CONTRACTED HEREON. ALL OTHER PARTS ARE UNRELATED TO THIS PLAT AND ARE NOT TO BE CONSIDERED AS PART OF THIS PLAT.
2) IF THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY PARTS USED AND/OR NECESSARY TO THE GRANT AND/OR THE PURPOSE, THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
3) THE MORTGAGE RECORDS REFERENCED ON THIS PLAT ARE ONLY PARTS USED AND/OR NECESSARY TO THE GRANT AND/OR THE PURPOSE, THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4) THE CLOSEST OWNER OF THE PROPERTY SHOWN HEREON IS AS SHOWN ON THE PLAT. THE PLAT IS NOT TO BE CONSIDERED AS A TITLE SEARCH.
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PLAT REFERENCES:
1) PLAT FOR ADVERTISING BY MARSHALL ALTMAN ASSOC. DATED 5-21-04. RECORDED IN PLAT BOOK 100871 PAGE 10 AND RECORDED IN PLAT BOOK 100871 PAGE 10.
2) PLAT FOR ADVERTISING BY FAIRLEY-COLLINS ASSOC. DATED 8-16-1992. RECORDED IN PLAT BOOK 100871 PAGE 10.
3) PLAT FOR ADVERTISING BY COMPTON AND JAMES LANE COMPANY, INC. BY ROSS-ROSSON & ASSOCIATES DATED 8-25-14, RECORDED IN PLAT BOOK 100871 PAGE 10.
4) PLAT FOR GEORGIA HOUSING COMMUNITY SERVICES BY PROCESSION & ASSOC. DATED 8-25-14, RECORDED IN PLAT BOOK 100871 PAGE 10.
5) PLAT FOR DAVE BANKS, JR., MRS. LOMA & MRS. J. W. W. BANKS, JR. BY HUNTLEY BULLY DATED 8-25-14, RECORDED IN PLAT BOOK 100871 PAGE 10.

DEED REFERENCES:
1) DB 4423, PG 115
2) DB 7330, PG 246
3) DB 554, PG 302
4) DB 1940, PG 198
5) DB 2600, PG 277
6) DB 3450, PG 189
7) DB 6194, PG 427
8) DB 7323, PG 231

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Exhibit C

VRP ANNUAL PROPERTY EVALUATION FORM Former Avery Dennison Property, HSI Site No. 10578 4350 Avery Drive, Flowery Branch, Hall County, Georgia

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this VRP property meet the definition of non-residential property as defined in Section 391-3-19.02(2) of the Rules? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide an explanation including a residential vapor intrusion exposure pathway evaluation to the EPD.		
Exposure	2	Has groundwater beneath the property been used or extracted for drinking water or any other non-remedial purpose?		
	2a	If yes to 2, such use should be immediately terminated. Please also attach a written explanation.		
	3	Have vapor intrusion assessment and, as necessary, mitigation measures been implemented for each enclosed structure located within the property?		
	3a	If any active vapor mitigation systems are present within the property, are they operating and consistently maintained?		
	3b	If no to 3 or 3a, please attach a written explanation.		
Property Instruments	4	Do all leases, easements and security deeds for the site have the applicable deed notice language inserted into them?		
	4a	If no to 3, provide a written explanation (attached) to the EPD.		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)

TITLE

SIGNATURE

DATE