

April 12, 2015

Ms. Antonia S. Beavers
Georgia Environmental Protection Division
Land Protection Branch – Response and Remediation
2 Martin Luther King, Jr. Dr. SE
Suite 1054 East Tower
Atlanta, GA 30334-9000

RECEIVED
Georgia EPD

APR 14 2015

Response and Remediation Program

**RE: 6th Semi-Annual Progress Report
Diamond Rug and Carpet Mills, Eton, Murray County, Georgia
HSI #10534
RPS GaiaTech Project No. 154742.421.00**

Dear Ms. Beavers:

GaiaTech Inc. DBA RPS GaiaTech (RPS GaiaTech) is submitting this progress report to update the status of the former Diamond Rug and Carpet Mills facility (currently operating as Mohawk Industries and hereinafter referred to as the "Site") located in Eton, Murray County, Georgia. This update details activity since the last semi-annual update and provides conclusions and recommendations as detailed in subsequent sections.

CURRENT REGULATORY STATUS

The Site was listed on the Georgia Hazardous Site Inventory (HSI) for a release of tetrachloroethene (PCE) in groundwater at a concentration exceeding a reportable quantity on April 9, 1999. The Site was designated as a Class II Site with HSI No. 10534. Since then, numerous Site investigation and reporting activities have been conducted by others to further characterize the release.

RPS GaiaTech was retained by Mohawk to respond to a November 9, 2010 Notice of Deficiency (NOD) letter from the Georgia Environmental Protection Division (GEPD) regarding an Interim Remedial Status Report prepared by Conestoga Rovers in June of 2005. In the letter, the GEPD required additional clarification to the June 2005 report, as well as additional sampling to define and characterize the extent of impact of various regulated substances in soil and groundwater.

RPS GaiaTech conducted limited soil and groundwater sampling in November 2011 followed by the preparation and submission of a Voluntary Investigation and Remediation Plan (VIRP) Application dated December 14, 2011. The VIRP was submitted in lieu of a Corrective Action Plan, which would have been required under the Georgia Hazardous Site Response Program. The VIRP Application was approved by the Georgia EPD on April 12, 2012. The VIRP Approval letter outlined minimum

schedule requirements, for assessment and reporting milestones. The following details completed VIRP milestone date, which are as follows:

- **Semi-Annual Progress Reports** - October 12 and April 12 through October 12, 2016. A total of three (3) Semi-Annual Progress Reports have been submitted to date including: October 12, 2012; April 12, 2013; and October 12, 2013 progress reports. This brief letter update constitutes the 4th Semiannual Progress Report update.
- **Complete Horizontal Delineation on the Qualifying Property** - Must be demonstrated in the April 12, 2013 Semi-Annual Progress Report (12 months from VIRP Approval). Horizontal delineation was completed as of the 2nd Semi-Annual Progress Report Submission in April 2013 via the installation and sampling of four (4) additional horizontal groundwater delineation wells (OW-10 to OW-13) and the sampling and analysis of existing shallow monitoring wells (OW-9 and OW-7). The horizontal extent of impact was again assessed as part of the 3rd Semi-Annual Progress Report and, likewise, verified complete horizontal delineation with periphery plume monitoring locations with concentrations of Volatile Organic Compounds (VOCs) below the laboratory reporting limits. The data from the 2nd and 3rd semi-annual reporting events indicated that the plume was stable and isolated to the Site.
- **Complete Horizontal Delineation on all Impacted Properties** - Must be demonstrated in the April 12, 2014 Semi-Annual Progress Report (24 months from VIRP Approval). As indicated above, the horizontal extent of impact was delineated on the subject Site with no indications of off-site migration. Thus, the milestone of horizontal delineation on all impacted properties has been met.
- **Complete Horizontal and Vertical Delineation, Finalization of Remedial Plan, and a Cost Estimation for Remedial Implementation** - Must be demonstrated in the October 12, 2014 Semi-Annual Progress Report (30 months from VIRP Approval). As previously indicated, Mohawk has completed horizontal delineation activities. In addition, analytical testing data from the last sampling event in September 2013 indicated that the plume remains stable with concentrations below applicable Risk Reduction Standard (RRS) criteria and therefore a Remedial Plan does not appear to apply to the Site. Vertical delineation was achieved on August 7, 2014 via the installation and sampling of deep well DW-1.

The following VIRP Milestone items remain to be addressed:

- **Submission of Compliance Status Report** - April 12, 2017.

In a meeting with Mohawk, RPS GaiaTech, and the GEPD on September 16, 2014, GEPD agreed to the submission of an Environmental Covenant mechanism and a Compliance Status Report (CSR). Attached to this letter is a draft Uniform Environmental Covenant for the Mohawk Eton, Georgia facility. This UEC was previously submitted electronically to the Georgia EPD via email on April 6, 2015 and is

included as an attachment to this letter. The UEC submission will serve as the 6th semiannual update for the Mohawk Facility. As soon as the UEC is finalized with GEPD commentary and proper legal filings, Mohawk will incorporate the document into the CSR and submit to the GEPD for review and approval.

Please do not hesitate to contact either of the undersigned if you have any questions or require additional documentation.

Sincerely,
RPS GAIATECH

A handwritten signature in black ink, appearing to read "M. Wilson", written over a horizontal line.

Michael H. Wilson
Sr. Project Manager, Site Investigation & Remediation
(404) 809-3884 – Direct Dial

cc: Denise Wood, Mohawk

Attachments

Attachment 1 – Draft Uniform Environmental Covenant

ATTACHMENT

DRAFT UNIFORM ENVIRONMENTAL COVENANT

After Recording Return to:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334

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: Mohawk Industries, Inc.
Post Office Box 12069
Calhoun, Georgia 30703

Grantee/Holder: Mohawk Industries, Inc.
Post Office Box 12069
Calhoun, Georgia 30703

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: Aladdin Manufacturing Division of Mohawk Industries, Inc.
4140 North Highway 411
Eton, Murray County, Georgia

Property:

The property subject to this Environmental Covenant is the Aladdin Manufacturing Division of Mohawk Industries, Inc. facility (hereinafter the "Property"), located on 4140 North Highway 411 in Eton, Murray County, Georgia. This tract of land was conveyed on July 24, 1997 from Linda S. Weaver and Bradley L. Grow, as Co-Administrators, C.T.A. of the Estate of Edward L. Weaver, Deceased to Aladdin Manufacturing Corporation, a Delaware corporation recorded in Deed Book 281, Page 202, Murray County Records. The property is located in Land Lots 51 and 58 of the 9th, 3rd Section of Murray County, Georgia. The Property consists of 26.4 acres of land developed for the manufacturing and distribution of carpet for commercial sale. A complete legal description of the property is attached as **Exhibit A** and a map of the area is attached as **Exhibit B**.

Tax Parcel Number(s):

0064A 090 of Murray 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 Exhibit C (Annual Property Evaluation Form) of this covenant. Additional documentation is available at the following locations in the files for HSI No. 10534:

The corrective action at the Property that is the subject of this Environmental Covenant are described in the following document[s]:

- July 2002 Compliance Status Report;
- December 5, 2002 Class V Underground Injection Pilot Test Injection Notification;
- February 6, 2004 Notice of Deficiency letter;
- April 14, 2004 Response to Notice of Deficiency;
- March 30, 2005 Notice of Deficiency;
- June 2, 2005 Response to Notice of Deficiency Letter on Compliance Status Report;
- December 2011 Voluntary Investigation and Remediation Plan (VIRP) Application;
- First VIRP Semi-Annual Progress Report, October 2012;
- Second VIRP Semi-Annual Progress Report; April 2013;
- Third Semi-Annual Progress Report, October 2013;
- Fourth Semi-Annual Progress Report, March 2014; and
- Fifth Semi-Annual Progress Report, October 2014.

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 8:00AM to 4:30PM 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 Mohawk Industries, 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 tetrachloroethene occurred on the Property. The following "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), have been detected in soil and groundwater at the Property: Tetrachloroethene (soil and groundwater), 1,1-Dichloroethane (groundwater), 1,1-Dichloroethene (groundwater).

The Corrective Action consists of the prohibition on the use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes to protect human health and the environment. No further corrective action is required for soil or source material.

Grantor, Mohawk Industries, Inc., (hereinafter "Mohawk") 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 Mohawk (the Holder) 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.

Mohawk 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 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, Mohawk and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Mohawk or its successors and assigns, Mohawk 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 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. The Owner shall inspect the property and applicable property instruments at least annually to ensure compliance with this document. Annually, by no later than April 1st annually, following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Property Evaluation Form attached to this document as Exhibit C. This report should include photographs of the property and will document maintenance and inspection activities and 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 and defined in and allowed under the Murray County 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, or create a new exposure pathway is prohibited.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
7. Right of Access. In addition to any rights already possessed by EPD, Mohawk shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to determine compliance with this Environmental Covenant; and to inspect records that are related to the Corrective Action.
8. 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) Mohawk, (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.
9. 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 has met residential cleanup standards, as defined in Section 391-3-19-.07 of the Rules, 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.*
10. 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.
11. 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

Mohawk Industries, Inc.
 Post Office Box 12069
 Calhoun, Georgia 30703

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the _____ day of _____, 20__.

Signed, sealed, and delivered in the presence of:

For the Grantor:

 Unofficial Witness *(Signature)*

 Name of Grantor *(Print)*

(Seal)

 Unofficial Witness Name *(Print)*

 Grantor's Authorized Representative *(Signature)*

 Unofficial Witness Address *(Print)*

 Authorized Representative Name *(Print)*

 Notary Public *(Signature)*

 Title of Authorized Representative *(Print)*

Dated: _____

My Commission Expires: _____

(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

For the State of Georgia

Environmental Protection Division:

(Seal)

Unofficial Witness *(Signature)*

(Signature)

Judson H. Turner

Unofficial Witness Name *(Print)*

Director

Dated: _____

Unofficial Witness Address *(Print)*

(NOTARY SEAL)

Notary Public *(Signature)*

My Commission Expires: _____

<SIGNATURE BLOCK FOR HOLDER OR OTHER APPLICABLE PARTIES>

Exhibit A
Legal Description

EXHIBIT A

Eton Manufacturing Plant (Survey Legal)

ALL THAT TRACT AND PARCEL OF LAND lying and being in Land Lots 51 and 58 of the 9th District, 3rd Section, Murray County, Georgia and being more particularly described as follows:

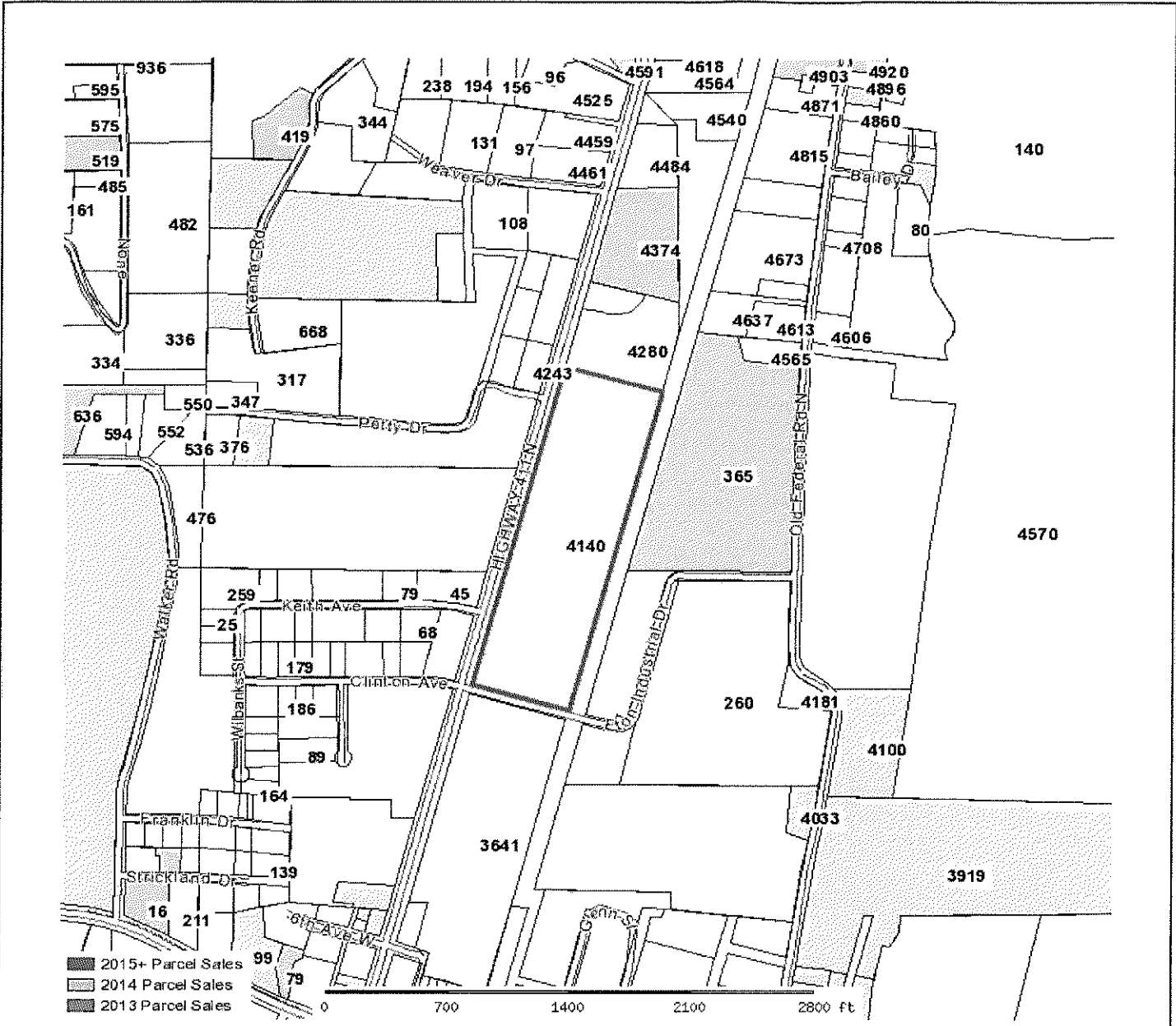
BEGINNING at the intersection of the northern right-of-way line of Eton Industrial Drive (having a right-of-way 80 feet in width) with the eastern right-of-way of U.S. Highway No. 411 (being 55 feet from centerline at this point); run thence along said eastern right-of-way line of U.S. Highway No. 411 North 16 degrees 03 minutes 10 seconds East 744.21 feet to a right-of-way marker; thence along an off-set in said right-of-way line North 74 degrees 30 minutes 59 seconds West 15.00 feet to a right-of-way marker (said right-of-way being 40 feet from centerline at this point); thence North 16 degrees 03 minutes 10 seconds East 1,229.31 feet to an iron pin placed; thence leaving said right-of-way line of U.S. Highway No. 411 and running South 74 degrees 03 minutes 32 seconds East 589.39 feet to an iron pin placed on the western right-of-way line of railroad, formerly known as L & N Railroad (said right-of-way being 100 feet wide); thence along said railroad right-of-way line South 16 degrees 10 minutes 54 seconds West 1,974.31 feet to a point on the northern right-of-way line of Eton Industrial Drive; thence along said northern right-of-way line of Eton Industrial Drive North 73 degrees 58 minutes 09 seconds West 569.95 feet to the POINT OF BEGINNING; all as shown on plat of survey prepared for Mohawk Industries, Inc. by Bakkum-DeLoach & Assoc. (bearing the certification of N.B. DeLoach, Georgia RLS No. 1347), dated February 19, 1997, which survey is incorporated herein for purposes of this description.

~~**Chatsworth Distribution Plant and Option Property (Combined Survey Legal)**~~

~~ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 156 and 157 of the 9th District, 3rd Section, Murray County, Georgia and being more particularly described as follows:~~

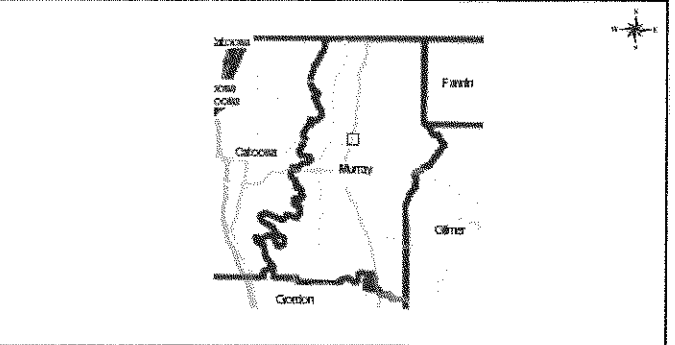
~~TO FIND THE TRUE POINT OF BEGINNING first commence at the corner common to Land Lots 132, 133, 156 and 157, said District, Section and County; thence run South 65 degrees 52 minutes 04 seconds East 344.48 feet to the TRUE POINT OF BEGINNING; from said True Point of Beginning run thence South 81 degrees 13 minutes 36 seconds East 846.85 feet to a fence post iron at fence corner; thence South 0 degrees 27 minutes 0 seconds East 263.55 feet to a point in the center line of a 60 foot road easement (private easement established per Deed Book 123, Page 132); thence along said center line South 89 degrees 20 minutes 42 seconds East 763.34 feet to a rebar found on the northwestern right-of-way line of Duvall Road (having a right-of-way 80 feet in width); thence along said right-of-way line of Duvall Road the following courses and distances: South 25~~

Exhibit B
Maps



Parcel: 0064A 090 Acres: 26.4

Name	ALADDIN MANUFACTURING CO	Land Value	\$740,500.00
Site	4140 N 411 HWY	Building Value	\$3,449,300.00
Sale	\$0 on 07-1997 Reason=QC Qual=U	Misc Value	\$197,000.00
	C/O ERNST & YOUNG LLP	Total Value	\$4,386,800.00
Mail	P.O BOX 52307		
	ATLANTA, GA 303550307		



The Murray County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER MURRAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--

Date printed: 03/27/15 13:33:10