After Recording Return to: CROSS-REFERENCE:

<Grantor Contact Information> County: \_\_\_\_\_\_\_\_\_\_\_\_

<Name of Natural Person> Deed Book: \_\_\_\_\_\_\_\_\_

<Address> Page(s): \_\_\_\_\_\_\_\_\_\_\_\_

**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 <and individuals> executing this Environmental Covenant as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

**Fee Simple Owner(s)/Grantor(s):** <Company or Individual’s Name>

<Mailing address>

**Grantee/Holder with the**

**power to enforce:** <Company or Individual’s Name>

<Mailing address>

**Grantee/Entity with** State of Georgia

**express power to enforce:** Department of Natural Resources

Environmental Protection Division

<Address of Director’s Office:

2 Martin Luther King Jr. Drive, SE

Suite 1456 East Tower

Atlanta, GA 30334>

**<***if necessary* **Persons with Interests**

**other than Fee Simple:>** <Company or Individual’s Name>

<Mailing address>

**Property Subject**

The property subject to this Environmental Covenant is a tract of approximately \_\_\_\_ acres of real property located at <street address>, <city>, <county name> County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter “Property”). The Property was conveyed on <date(s)> to <name(s) of Fee Simple Owner(s)/Grantor(s)>; such conveyance is recorded in Deed Book \_\_\_, Page \_\_\_, of the <county name> County deed records. The Property is located in Land Lot \_\_\_\_\_\_ of the \_\_\_th District of <county name> County, Georgia.

The tax parcel(s) of the Property <is/are> <tax parcel ID number> of <county name> County, Georgia.

A legal description of the Property is attached as Exhibit A.

**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 <name(s) of Fee Simple Owner(s)/Grantor(s)>, <name(s) of Grantee(s)/Holder(s)>, <name(s) of party/ties with interests other than fee simple signing this Environmental Covenant>, 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 an environmental response performed and/or being performed at the <name> facility/site <HSI Site #>. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division

<branch/program name and address>

Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Activity and Use Limitations**.

The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

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

1. 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.
2. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 et seq., unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq*.

**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/Compliance**

Grantor(s) shall provide reasonable access to authorized representatives of EPD and <name(s) of Grantee(s)/Holder(s)> to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, <name(s) of Grantee(s)/Holder(s)> 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, <name(s) of Grantor(s)> 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, <name(s) of Grantor(s)> 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 Grantor(s)**.

<for properties owned by individuals>

Grantor(s) represents and warrants that all of the following are true and correct

1. 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 and in accordance with O.C.G.A. § 44-16-1 et seq.
2. 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.

<for properties owned by Corporations>

Grantor(s) represents and warrants that all of the following are true and correct:

* 1. <Name(s) of Grantor(s)> holds fee simple title to the Property.
  2. <Name(s) of Grantor(s)> has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of <Name(s) of Grantor(s)> that will alter this representation and warranty.
  3. 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 <Name(s) of Grantor(s)> nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which <Name(s) of Grantor(s)> is a party or by which <Name(s) of Grantor(s)> may be bound.
  4. [CHOOSE ONE:

There are no persons with existing interests other than fee simple in the Property;

OR

<Name(s) of Grantor(s)> has identified all persons with existing interests other than fee simple in the Property and has 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;]

* 1. 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.

**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).

Grantor

[use signature block executed, witnessed, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state, or local laws]

Sample signature block, to be amended or updated in accordance with all applicable requirements:

[Name of Grantor]

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *(Signature)*  [Name of Authorized Representative] | Signed in the presence of: |  |
| [Title of Authorized Representative] | Unofficial Witness (*signature*) |  |
| State of [Name]  County of [Name]  This instrument was signed or attested before me this \_\_\_ day of\_\_\_\_\_ \_ , 20\_\_, by [Name].  \_\_\_\_\_ Personally Known  \_\_\_\_\_ Produced Identification  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Unofficial Witness (*print name*) |  |
| Notary Public *(Signature)*  My Commission Expires:  (NOTARY SEAL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

Grantee

[use signature block executed, witnesses, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state, or local laws]

Sample signature block, to be amended or updated in accordance with all applicable requirements:

[Name of Grantee]

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *(Signature)*  [Name of Authorized Representative] | Signed in the presence of: |  |
| [Title of Authorized Representative] | Unofficial Witness (*signature*) |  |
| State of [Name]  County of [Name]  This instrument was signed or attested before me this \_\_\_ day of\_\_\_\_\_ \_ , 20\_\_, by [Name].  \_\_\_\_\_ Personally Known  \_\_\_\_\_ Produced Identification  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Unofficial Witness (*print name*) |  |
| Notary Public *(Signature)*  My Commission Expires:  (NOTARY SEAL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

[*if necessary* Persons with Interests other than Fee Simple]

[use signature block executed, witnesses, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state, or local laws]

Sample signature block, to be amended or updated in accordance with all applicable requirements:

[Name of Entity]

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *(Signature)*  [Name of Authorized Representative] | Signed in the presence of: |  |
| [Title of Authorized Representative] | Unofficial Witness (*signature*) |  |
| State of [Name]  County of [Name]  This instrument was signed or attested before me this \_\_\_ day of\_\_\_\_\_ \_ , 20\_\_, by [Name].  \_\_\_\_\_ Personally Known  \_\_\_\_\_ Produced Identification  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Unofficial Witness (*print name*) |  |
| Notary Public *(Signature)*  My Commission Expires:  (NOTARY SEAL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *(Signature)*  [Name] | Signed in the presence of: |  |
| Director, Environmental Protection Division | Unofficial Witness (*signature*) |  |
| State of Georgia  County of Fulton  This instrument was signed or attested before me this \_\_\_ day of\_\_\_\_\_ \_ , 20\_\_, by [Name].  \_\_\_\_\_ Personally Known  \_\_\_\_\_ Produced Identification  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Unofficial Witness (*print name*) |  |
| Notary Public *(Signature)*  My Commission Expires:  (NOTARY SEAL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

Exhibit A

Legal Description of Property

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<*if necessary* Exhibit B

Disclosures>