After Recording Return to: Armentrout Matheny Thurmond, P.C. 330 Research Drive, Suite A-240 Athens, GA 30605-2760 DOC# 002749
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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 City of Waynesboro as set forth herein.

Fee Simple Owner(s)/Grantor(s):

City of Waynesboro 628 Myrick Street

Waynesboro, GA 30830-1472

Grantee/Holder with the

power to enforce:

City of Waynesboro 628 Myrick Street

Waynesboro, GA 30830-1472

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

Persons with Interests other than Fee Simple: Property Subject

N/A

The property subject to this Environmental Covenant is a tract of 10.00 acres of real property located at 333 Bates Road, Waynesboro, Burke County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The City of Waynesboro owned portions of the 10 acres and the remaining portions of the 10 acres Property were conveyed on June 16, 2011 to City of Waynesboro; such conveyance(s) are recorded in Deed Book 809, Pages 33-34; Deed Book 809, Pages 31-32; and Deed Book 820, Pages 198-199 of the Burke County deed records. The City of Waynesboro owns the entire property comprising the Bates Road Landfill. The Property is located in 60th Georgia Militia District of Burke County, Georgia.

The tax parcel of the Property is 082A 022 of Burke County, Georgia. Tax Parcel 082A 022 was created by combining previous parcels 082A 022, 082A 022A, 082A 022B and 082A 023.

A legal description of the Property is attached as Exhibit A and a Plat of the Property by Steve Bargeron (Certified Licensed Surveyor # GA 1847) 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 the City of Waynesboro, 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 Bates Road Landfill facility/site. 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 1052 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 #10322 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. Real Property: The Property shall be used as non-residential property as defined in Rule 391-3-19-.02(2)(r). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- Groundwater: The use or extraction of groundwater beneath the Property for В. drinking water or any other non-remedial purpose is prohibited.
- Interference with Remedy: Activities on the Property that may interfere with the C. remedy required by corrective action are prohibited, except for activities for inspection and maintenance, repair and/or replacement of required engineering controls and other proposed activities that have been approved in advance by EPD; approval of such other proposed activities must be requested from EPD in writing at least thirty (30) days prior to the start of such activity. Activities prohibited include, but are not limited to, drilling, digging, bulldozing, earthwork and/or placement of objects and/or equipment on or near the capped area(s) that deforms, stresses, breaks and/or pierces the capped area(s).

- D. <u>Monitoring and Maintenance Plan:</u> Approved by EPD and is available at the City Manager's Office.
- E. <u>Registry</u>: 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.
- F. Notice: The Owner of the Property shall 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 in accordance with the City of Waynesboro Monitoring and Maintenance Plan. 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.
- G. <u>Notice of Limitation in Future Conveyances</u>: 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.
- H. <u>Monitoring</u>: The groundwater detection-monitoring program detailed in the Monitoring and Maintenance Plan dated March 2020 shall be implemented to ensure continuous monitoring in accordance with the Corrective Action Plan.
- I. Periodic Reporting: By no later than March 31, 2022 and thereafter annually following the effective date of this Environmental Covenant, the City of Waynesboro shall submit to EPD an Annual Report as specified in the Monitoring and Maintenance Plan including, but not limited to: groundwater detection-monitoring report results, maintenance and inspection activities, 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.
- J. 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 Burke 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 my 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. With the exception of work necessary for the maintenance, repair, or replacement of engineering controls, activities that are prohibited, in the capped areas include, but are not limited to the following: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar items, bulldozing or earthwork, planting of any trees, shrubs or allowing the growth of any trees or shrubs.
- K. <u>Permanent Markers</u>: Permanent markers installed and maintained that delineate the restricted purposes shall be prohibited.
- L. Recording of Environmental Covenant and Proof of Notification: Within thirty (30) days after the date of the Director's signature, the City of Waynesboro shall file this Environmental Covenant with the Recorder of Deeds for Burke 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. The City of Waynesboro shall also send a file stamped copy to each of the following: (1) each municipality, county, consolidated government, or other unit of local government in which real property on the date of the execution of the Environmental Covenant subject to the covenant is located, and (2) each owner in fee simple whose property abuts the property subject to the Environmental Covenant. Exhibit C contains a list of all property and entities abutting the Property at the date of execution of the Environmental Covenant.

- M. 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 and 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.
- N. <u>Severability</u>: If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired.
- O. 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).

Other Requirements.

The Property is subject to the following additional requirements:

- A. <u>Notice of Limitations and Requirements in Future Conveyances:</u> 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) are 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. 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. <u>Notice of Change of Use</u>: 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 other than site work required in the Monitoring and Maintenance Plan.

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 City of Waynesboro 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, City of Waynesboro 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.

Representations and Warranties by Grantor(s).

City of Waynesboro represents and warrants that all of the following are true and correct:

- A. City of Waynesboro holds fee simple title to the Property as described in Exhibits A and B.
- B. City of Waynesboro 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 City of Waynesboro that will alter this representation and warranty.
- C. This Environmental Covenant does not authorize a use of Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.
- D. 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 City of Waynesboro nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which City of Waynesboro is a party or by which City of Waynesboro may be bound.

- E. The City of Waynesboro has identified all other parties that hold any interest (e.g. encumbrance) in the Property and notified such parties of the City of Waynesboro's intention to enter into this Environmental Covenant.
- This Environmental Covenant will not materially violate, contravene, or F. constitute a material default under any other agreement, document or instrument to which City of Waynesboro is a party, by which City of Waynesboro may be bound or affected.
- The City of Waynesboro has served each of the people or entities with an G. identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- H. 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.
- I. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, City of Waynesboro served a copy of the proposed final text of this Environmental Covenant 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:

City of Waynesboro 628 Myrick Street Waynesboro, GA 30830-1472

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.

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 has caused this Environmental Covenant to be executed, witnessed, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state or local laws.

Signed in the presence of:	For the Grantor:
Valerie R Kirkland Unofficial Witness (Signature) Valerie R Kirkland Unofficial Witness Name (Print) City of Waynesbord 628 Marich Street Waynesbord, GA 30830 Unofficial Witness Address (Print)	City of Waynesboro Name of Grantor (Print) Mayor (Signature) Gregory A. Carswell, Jr. Name (Print) ATTEST BY:
Chata of Commission	Jerry Coalson City Manager
State of Georgia County of Burke	
This instrument was signed or attested before me this May of June, 2020 by: Thomas Dense Dixon Notary Name (Print) Personally Known Produced Identification June Notary Public (Signature) My Commission Expires: April 7, 2022	DENISEO O OTARI O EXPIRES O GEORGIA April 7. 2022 O PUBLIC ORKE COVI
(NOTARY SEAL) OPOTARY EXPIRES GEORGIA April 7, 2022	

For the Grantee:

For the State of Georgia Environmental Protection Division, Department of Natural Resources, State of Georgia this 8 day of 8 Clobe , 2020 Signed in the presence of: (Signature) Woc. P Doug 45
Unofficial Witness Name (Print) Richard E. Dunn Director 2851 Hill vale Come 55 Unofficial Witness Address (Print) State of Georgia County of Fulton This instrument was signed or attested before me this 8 day of October, 2020 by: Tamara Fischer Notary Name (Print) Personally Known Produced Identification Tamara Citische Notary Public (Signature) My Commission Expires: 7-27-2022 (NOTARY SEAL)

County

Notary Public

Exhibit A Legal Description of Property

Exhibit B
Plat of Property
by
Steve Bargeron
(Licensed Land Surveyor-GA #1871)

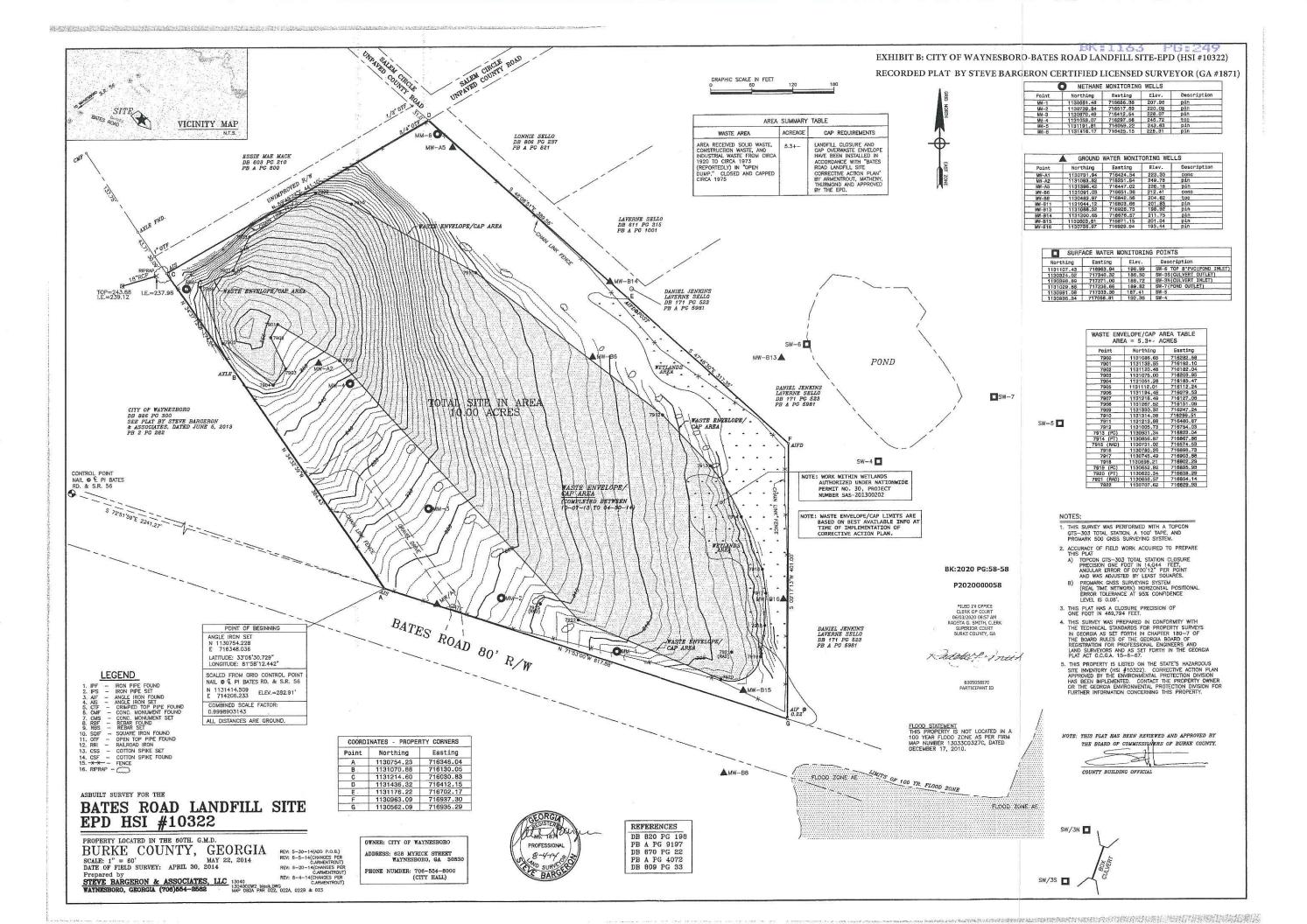
Exhibit C
List of Surrounding Properties
(Taken from Burke County Tax Assessors Office)

City of Waynesboro Bates Road Landfill Site, EPD HSI #10322 333 Bates Road, Waynesboro, Burke County, Georgia 30830

Environmental Covenant Exhibit A - Legal Description

All that tract or parcel of land lying and being in the 60th G.M.D., Burke County, Georgia, containing 10.00 acres, more or less and being more particularly described as follows:

Beginning at the intersection of Bates Road and State Road 56, running thence South 72 degrees 51 minutes 59 seconds East, 2,241.27 feet to the Point of Beginning described as State Plane Coordinate N 1130754.228, E 716348.036 and the southwest corner of the Waynesboro Bates Road Landfill, HSI # 10322; running thence North 34 degrees 32 minutes 39 seconds West for a distance of 384.43 feet to a found axle; thence North 34 degrees 37 minutes 12 seconds West for a distance of 174.64 feet to an angle iron set; thence North 59 degrees 49 minutes 27 seconds East for a distance of 441.10 feet to a 3/4" pipe found; thence South 48 degrees 06 minutes 51 seconds East for a distance of 389.56 feet to an angle iron found; thence South 47 degrees 48 minutes 30 seconds East for a distance of 317.35 feet to an angle iron found; thence South 00 degrees 17 minutes 13 seconds West for a distance of 401.00 feet to an angle iron found which is the Right of Way of Bates Road; thence North 71 degrees 53 minutes 00 seconds West, 617.88 feet along the Bates Road Right of Way to an angle iron set; said angle iron being the TRUE POINT OF BEGINNING.



City of Waynesboro Bates Road Landfill, EPD HSI# 10322 333 Bates Road Waynesboro, Burke County, Georgia 30830

Environmental Covenant Exhibit C - List of Surrounding Properties That Abuts the Bates Road Landfill

Tax Parcel	Owner's Name	Physical	Mailing Address	City	State	Zip Code
082A 100	City of Waynesboro	Bates Road, Waynesboro, GA 30830	628 Myrick St.	Waynesboro	GA	30830
082A 021	Essie Mae Mack	202 Salem Circle, Waynesboro, GA 30830	P O Box 216	Waynesboro	GA	30830
082A 036	Lonnie Sello	Salem Circle, Waynesboro, GA 30830	176 Salem Circle	Waynesboro	GA	30830
082A 039	Laverne Sello	Salem Circle, Waynesboro, GA 30830	176 Salem Circle	Waynesboro	GA	30830
082 090	Daniel Jenkins and Laverne Sello	Bates Road, Waynesboro, GA 30830	176 Salem Circle	Waynesboro	GA	30830

Data taken from Burke County Tax Assessors as of 11/06/19