



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

MAR 27 2020

RECEIVED

APR 29 2020

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

International Paper Company
c/o Mr. Brent Sasser, ASP, PE
Remediation Program Manager
6400 Poplar Avenue
Memphis, TN 38197

Re: Executed Uniform Environmental Covenant
St. Regis Wood Preserving Site (Former)
HSI Site No. 10626
GA Highway 94
Fargo, Clinch County, Georgia
Tax Parcel #F03 005C

Dear Mr. Sasser:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant submitted for the above-referenced property. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of Clinch County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8.

Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. The submittal should include a certification that a file-stamped copy has been sent to each of the parties identified in O.C.G.A. 44-16-7. If you have any questions, please contact Will Lucas at (404) 656-3851.

Sincerely,

Richard E. Dunn
Director

Encl: Fully executed Uniform Environmental Covenant – Parcel F03 005C

File: HSI 10626, File ID 178-0012

OFFICE OF CLERK SUPERIOR COURT
CLINCH COUNTY, GEORGIA

Filed for Record at 2:15 O'clock P M. this
22nd day of May 20 20. Recorded in
Deed Book 81 Page 125-133
Rosa White Deputy Clerk

After Recording Return to:

International Paper Company
6400 Poplar Avenue
Memphis, Tennessee 38197
Attn: Brent Sasser

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: International Paper Company
6400 Poplar Avenue
Memphis, Tennessee 38197

Grantee/Holder: International Paper Company
6400 Poplar Avenue
Memphis, Tennessee 38197

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

Property:

The property subject to this Environmental Covenant is the Former St. Regis Wood Treating Facility, located south of Georgia Highway 94, approximately 0.2-miles west of the intersection of Georgia Highway 94 and US Highway 441 in Fargo, Clinch County, Georgia (hereinafter "Property"). This tract of land was conveyed on December 14, 2004 from Superior Pine Products to International Paper Company recorded in Deed Book 6D, Page 250, Clinch County Records. The Property is located in Land Lot 323 of the 13th District of Clinch County, Georgia. The Property consists of 1.107 acres where wood treating operations took place in a portion of the Former Saw and Chip Mill (the Former Wood Preserving (FWP) Area). A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

Tax Parcel Number(s):

Parcel number F03 005C of Clinch 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] (as same may be amended from time to time with written approval from EPD):

- Final Compliance Status Report dated November 14, 2002
- Revised Corrective Action Plan dated March 1, 2004
- Final Modified Corrective Action Plan dated July 24, 2006

These documents are available at the following locations in the files for HSI No. 10626:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM 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 International Paper Company, a New York Corporation, 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 pentachlorophenol occurred on the Property. Pentachlorophenol is a "regulated substance" 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). The Corrective Action consists of the installation and maintenance of engineering controls (soil/vegetative cover and fencing) and institutional controls (limit use to non-residential activities and 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.

Grantor, International Paper Company, a New York Corporation (hereinafter "International Paper"), 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 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.

International Paper 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 the terms of this Covenant pursuant to O.C.G.A. § 44-16-9 and 10; 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, International Paper and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, International Paper 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 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. **Monitoring.** The groundwater detection-monitoring program detailed in the Revised Monitoring and Maintenance Plan dated November 2018 or the most recent revision approved by EPD must be implemented to ensure compliance with the applicable Risk Reduction Standards and to protect human health and the environment.
5. **Periodic Reporting.** Annually, by no later than August 31 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Revised Maintenance and Monitoring 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.
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 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. With the exception of work necessary for the maintenance, repair, replacement of engineering controls, or as otherwise approved by EPD, activities that are prohibited include drilling, digging or use of any equipment which pierces or disturbs the soil/vegetative cover.

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. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
9. 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.
10. 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) 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.
11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-1 *et seq.*, 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, 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.*
12. 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.
13. No EPD Interest in Property Created. 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.

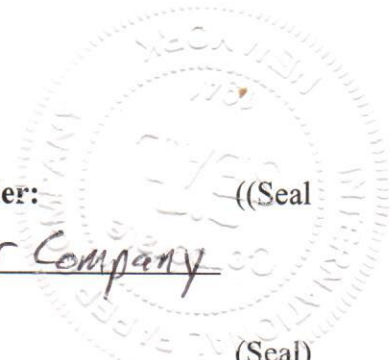
Notices.

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 1054 East Tower
Atlanta, GA 30334

International Paper Company
6400 Poplar Avenue
Memphis, TN 38197

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 14th day of May, 2019.



Signed, sealed, and delivered in the presence of:

Brian E. Jones
Unofficial Witness (Signature)

Brian E. Jones
Unofficial Witness Name (Print)

6400 Poplar Avenue
Memphis TN 38197
Unofficial Witness Address (Print)

Dorothy D. Bailey
Notary Public (Signature)

My Commission Expires: March 13, 2022

For the Grantor/Grantee/Holder: ((Seal

International Paper Company
Name of Grantor (Print)

Brent Sasser
Grantor's Authorized Representative (Signature) (Seal)

Brent Sasser
Authorized Representative Name (Print)

Remediation Program Manager
Title of Authorized Representative (Print)

Dated: 5-14-2020
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Sara Lips
Unofficial Witness (Signature)

Sara Lips
Unofficial Witness Name (Print)

2 MLK Jr Dr SE Ste 456
Atlanta GA 30334
Unofficial Witness Address (Print)

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

For the State of Georgia
Environmental Protection Division

Richard E. Dunn
(Signature) (Seal)
Director

Dated: 3/27/20
(NOTARY SEAL)

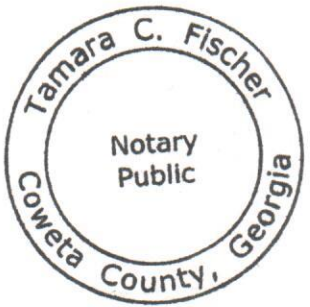
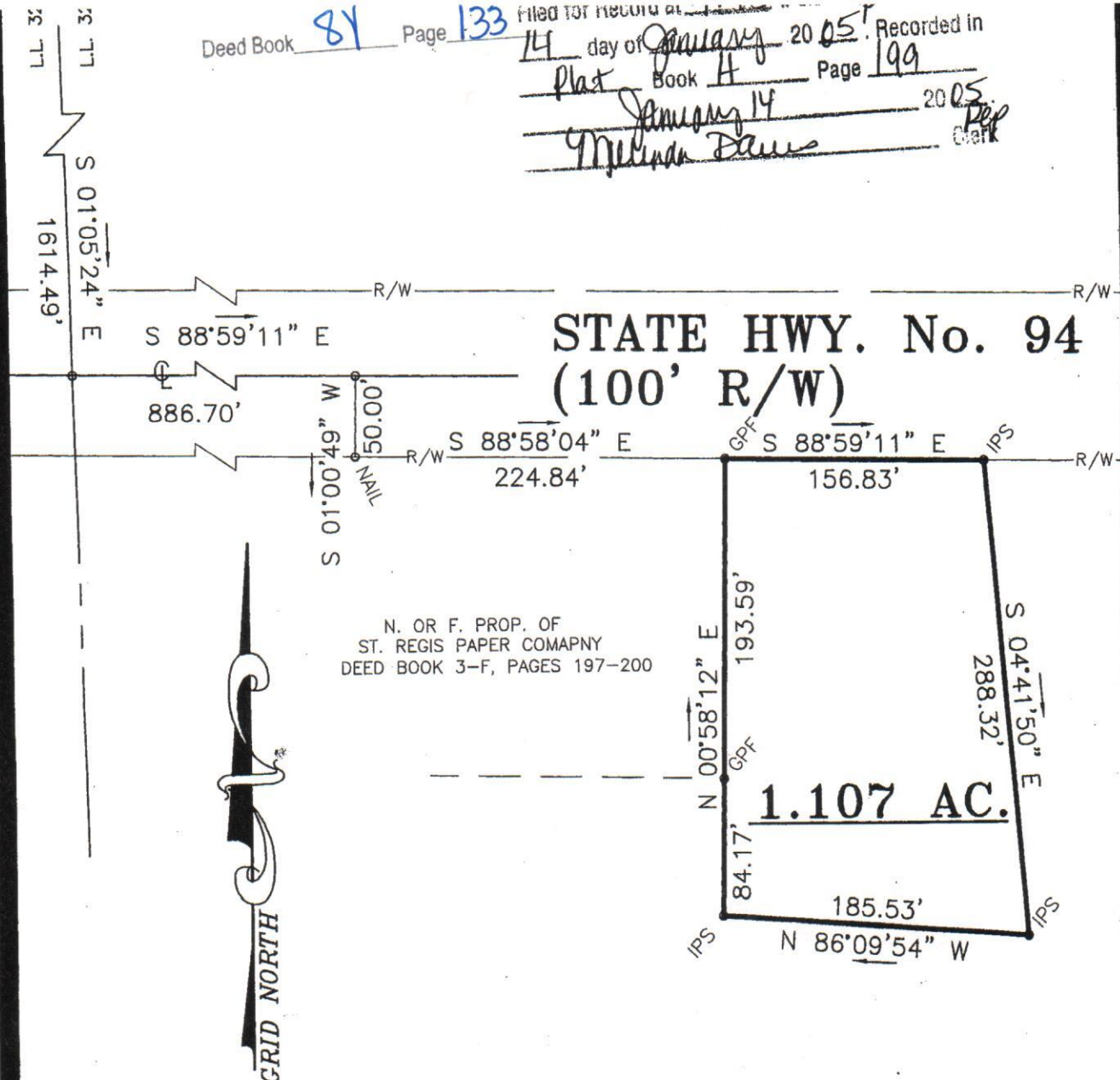


Exhibit A
Legal Description

All that tract or parcel of land situate, lying and being in Land Lot 323 of the 13th Land District of Clinch County, Georgia, containing 1.107 acres and being more particularly described according to a plat prepared by Barbara L. Herring, Registered Land Surveyor No. 2785, of Southeastern Surveying, Inc. dated November 15, 2004 and recorded in Plat Book H at page 199 in the Office of the Clerk of Superior Court of Clinch County, Georgia. Said plat being incorporated herein for all legal purposes.

Exhibit B
Property Map

Deed Book 81 Page 133 filed for record at _____
14 day of January 2005 Recorded in
 Plat Book H Page 199
January 14 2005
Melinda Davis Clerk



N. OR F. PROP. OF
 ST. REGIS PAPER COMPANY
 DEED BOOK 3-F, PAGES 197-200



PLAT OF SURVEY FOR:
INTERNATIONAL PAPER COMPANY
 BEING IN LAND LOT 323 OF THE 13th
 LAND DISTRICT, CLINCH COUNTY, GEORGIA
 DATE: NOVEMBER 15, 2004



GRAPHIC SCALE : 1 INCH = 100 FT.



LEGEND	
I.P.S.	- IRON PIN SET - 5/8" REBAR
I.P.F.	- IRON PIN FOUND
G.P.F.	- GALVANIZED PIPE FOUND
R/W	- RIGHT OF WAY
C/L	- CENTERLINE
EQUIPMENT USED: TOPCON AP-L1A "TOTAL STATION"	

Southeastern

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter referred to as this "Declaration" dated the 10th day of April, 2007 made by International Paper Company, a New York Corporation (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in [Land Being and Lying in Lot 323 of the 13th Land District, City of Fargo, District of Clinch County, Georgia], more particularly described as the "Former Wood Preserving Area" as shown in Exhibit "A" and described in Exhibit "C" attached hereto and incorporated herein (the "Property"); and

WHEREAS, environmental investigation at the Site identified regulated substances above their notification concentrations in soil and above their background concentrations in groundwater, and as a result the Georgia Environmental Protection Division ("EPD") placed the Site on the Hazardous Site Inventory as Site #10626; and

WHEREAS, EPD required the completion of a Compliance Status Report ("CSR") of the Site by Declarant, and a CSR was submitted to EPD; and

WHEREAS, EPD approved the CSR in its letter dated November 12, 2004; and

WHEREAS, the soil and groundwater at the Property contain "hazardous substances" as defined under the Georgia Hazardous Site Response Act O.C.G.A. § 12-8-90, *et seq.*, and, accordingly, Declarant desires to restrict the use of the Property as provided herein; and

WHEREAS, the Declarant submitted a Corrective Action Plan ("CAP") for the Site, which was later modified to maintain compliance with the Type 5 Risk Reduction Standards ("Type 5 RRS") contained in Section 391-3-19-.07(10) of the Rules for Hazardous Site Response ("Rules"); and

WHEREAS, EPD approved the CAP to maintain compliance with the Type 5 RRS in its letter dated December 5, 2006; and

WHEREAS, Declarant intends to use the Site for non-residential purposes, and Declarant has agreed to make this Declaration with respect to the Property; and

OFFICE OF CLERK SUPERIOR COURT
CLINCH COUNTY, GEORGIA
Filed for Record at 11:00 O'clock A M. this
10th day of May 20 07. Recorded in
deed Book 6-I Page 543-48
Mary D
Melinda Dyer 20 07 Clerk Rep

NOW, THEREFORE, Declarant does hereby create and establish a restrictive covenant affecting the Property, subject to which the Property shall be owned, mortgaged, leased, sold, used and otherwise dealt with as follows:

1. Restrictive Covenant

- (A) The Property shall not be used for human habitation or for other purposes with a similar potential for human exposure. In particular, no dwelling, home, apartment, school, day care center, hospital, residential care facility, or similar non-commercial or non-industrial facility shall be placed, and no such use shall take place, on the Property.
- (B) The groundwater in the area of the Property identified as the "Former Wood Preserving Area" as shown on Exhibit "B" shall not be used for any purposes.
- (C) The Property shall only be used for activities that will not substantially interfere with the remedial actions described in the approved CAP.
- (D) The Property shall only be used for the purposes described in the approved CAP, and only if the requisite engineering and institutional controls are implemented consistent with the approved CAP.
- (E) The Director of EPD shall have the authority to enforce the forgoing restrictions through legal action.

2. Binding Effect. This Declaration shall run with the title to the Property and shall be binding upon Declarant and its legal representatives, successors, successors-in-title and assigns and all those now or hereafter holding under any of them. This Declaration shall be governed, by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. No amendment or termination of this Declaration shall be effective unless such instrument amending or terminating this Declaration is in a writing signed by all parties responsible under O.C.G.A. § 12-8-90 *et seq* for environmental conditions existing as of the date of this declaration.

3. Notice. Language notifying any purchaser, tenant or other third party regarding the land use restrictions herein shall be included in any contract, agreement or other legal instrument associated with the sale, lease or transfer of the Property or any portion thereof to any third party and a copy of this Declaration shall be attached to and incorporated into any contract, agreement or other instrument.

Signed, sealed and delivered
on this 10th day of April 2007.

[Signature]
Unofficial Witness THOMAS C. RICHARDSON

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4/29/08

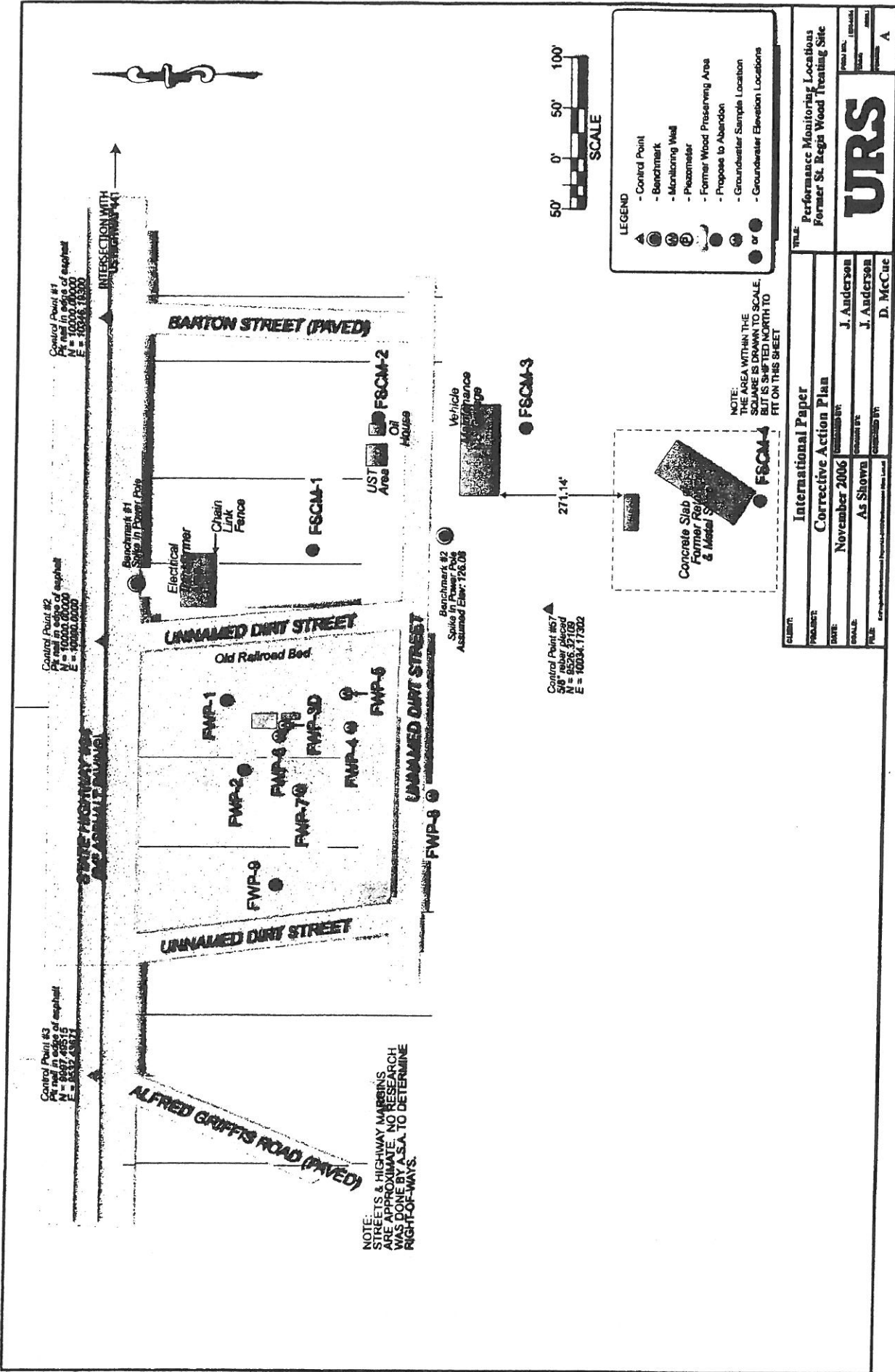


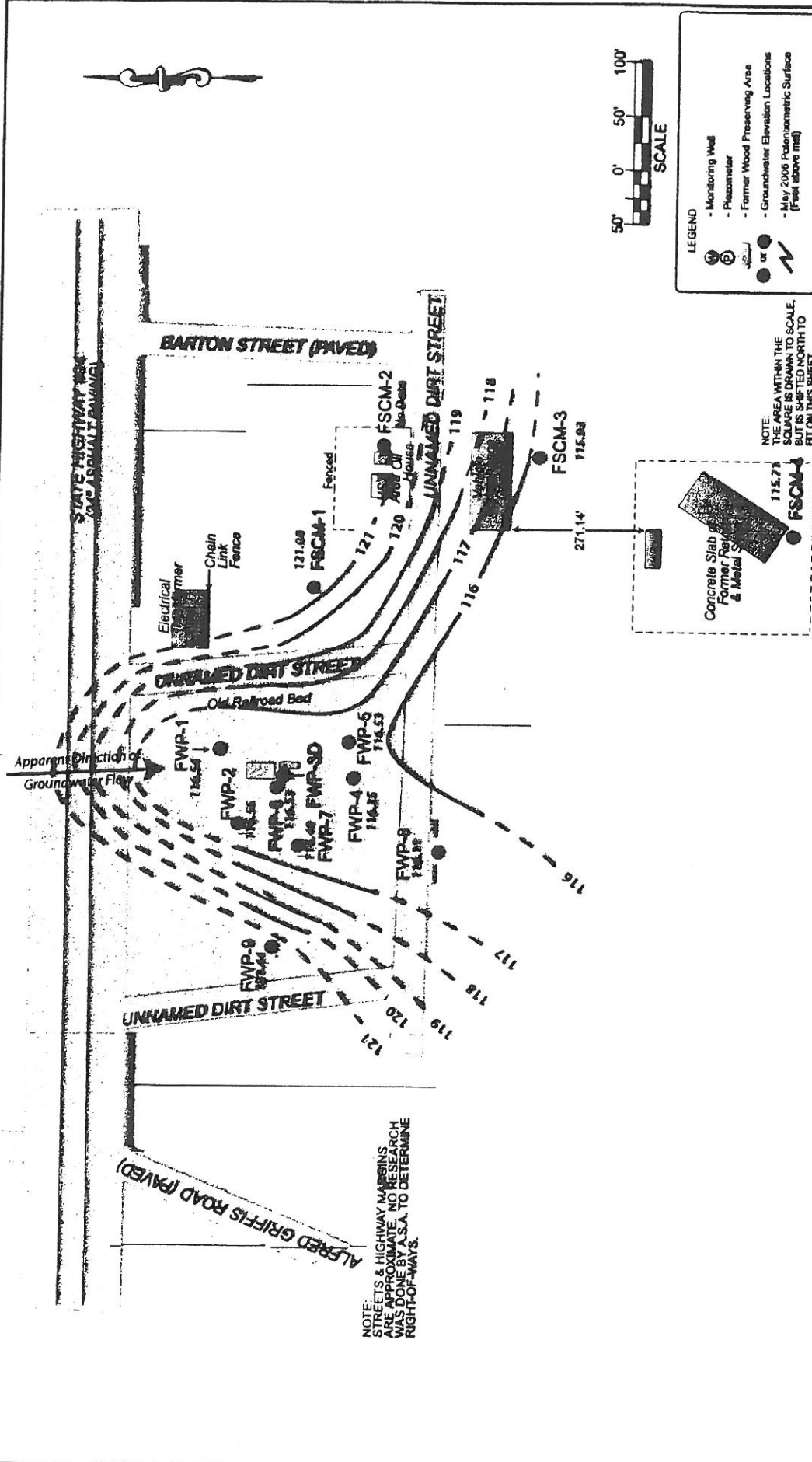
DECLARANT

International Paper Company, a
New York Corporation

By: [Signature]
Name: DAVID B. STRUHS
Title: V.P. Environmental Affairs

[CORPORATE SEAL]





CLIENT: International Paper	
PROJECT: International Paper, Fargo, Georgia	
DATE: November 2006	DESIGNED BY: J. Anderson
SCALE: As Shown	CHECKED BY: J. Anderson
FILE:	CONSULTED BY: D. McCasie
TITLE: May 2006 Potassiumetric Map (Unconsolidated Deposits) Former St. Regis Wood Treating Site	
PROJECT NO.:	DATE:
SCALE:	DATE:
FILE:	DATE:
URS	
B	

Exhibit C**Legal Description
Type 5 Risk Reduction Standards Area
Former Wood Preserving (FWP) Area**

All that tract or parcel or land situate, lying and being in Land Lot 323 of the 13th Land District of Clinch County, Georgia, containing 1.107 acres and being more particularly described according to a plat prepared by Barbara L. Herring, Registered Land Surveyor No. 2785, of Southeastern Surveying, Inc. dated November 15, 2004 and recorded in Plat Book H at page 199 in the Office of the Clerk of Superior Court of Clinch County, Georgia. Said plat being incorporated herein for all legal purposes.

*Institutional & engineering
controls*

**St. Regis Wood Treating Site
HSI #10626**

- 1) A one-foot layer of fill was placed over the area of soil contamination and pine trees were planted. Security fencing was placed around the affected area.
- 2) Semi-annual groundwater monitoring is being performed to ensure that PCP contamination in groundwater does not extend to groundwater wells down gradient of the area of the monitoring well exceeding its Type 4 RRS. If PCP is detected in the periphery wells, it may be necessary to remove or treat groundwater to prevent or eliminate the horizontal and vertical migration of PCP in excess of its Type 1 through 4 risk reduction standards beyond the hydraulic down gradient limit of such engineering controls.
- 3) There is a Restrictive Covenant prohibiting the use of groundwater in the area of the Former Wood Preserving Area for any purpose. In addition, the Property cannot be used for human habitation or any other purposes with a similar potential for human exposure.

S:\RDRIVE\LARRYK\St. Regis Wood Pres\Type 5 RRS Engineering & Institutional Control.doc