

E-Filed By:
Whitfield County Clerks Office
Clerk of Courts Babs Bailey
07/10/2025 09:07 AM
Deed Book: 07121
Page: 0467-0482
\$25.00 FILING FEES

After Recording Return to: CROSS-REFERENCE
W.F. Taylor, LLC County: Whitfield
Vincent P. Dimino Deed Book: _____
15720 Brixham Hill Avenue Page(s): _____
Suite 500
Charlotte, NC 28277

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 W.F. Taylor, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): W.F. Taylor LLC
15720 Brixham Hill Avenue
Suite 500
Charlotte, North Carolina 28277

**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, Georgia 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 3.18 acres of real property located at 209 Crown Lake Drive, Dalton, Whitfield County, Georgia 30721, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 17, 1986 to The Taylor Family Trust and thereafter on November 26, 1991 convey to Meridian; such conveyance is recorded in Deed Book 2257, Page 176, of the Whitfield County deed records. The Property is located in Land Lots 65 & 80 of the 13th District of Whitfield County, Georgia.

The tax parcel(s) of the Property is 13-065-04-000 of Whitfield County, Georgia.

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

Restricted Use Zone

The Restricted Use Zone ("RUZ") subject to the activity and use limitations described herein is approximately 0.03 acres lying entirely within the Property. As illustrated in Exhibit B1, the RUZ encompasses a portion of the Property within the boundaries marked as RUZ, a legal description of such RUZ as set forth in Exhibit B1 attached hereto.

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 W.F. Taylor, LLC, 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 W.F. Taylor facility/site HSI #10882. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE, Suite 1054, East Tower
Atlanta, Georgia 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 #10882 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 and RUZ are subject to the following activity and/or use limitations:

- A. **Real Property.** The Property, including the RUZ, shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(i). Use of the Property as residential property, as defined in Rule 391-3-10-.02(2)(r), is prohibited. Any residential use on the RUZ shall be prohibited until such time as EPD has concurred that soils meet residential risk reduction standards or potential exposure is controlled in accordance with a modified Monitoring & Maintenance Plan (MMP) or corrective action plan approved by EPD.

- B. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes is prohibited.
- C. Potential Vapor Intrusion. No enclosed structures exist on the RUZ, nor are any enclosed structures planned. Therefore, there is no current potential for vapor intrusion within interior spaces due to the volatile organic constituents (VOCs) identified in soil or groundwater within the RUZ, and a vapor pathway evaluation is not warranted based on the intended use. If structures are built near the RUZ as part of any planned redevelopment, then the vapor intrusion pathway must be reassessed and mitigated as necessary. Vapor intrusion can be a potential exposure pathway when buildings are located near a release of volatile substances in the subsurface. "Near" is typically considered within 100 feet laterally for chlorinated volatile compounds. If necessary, the MMP will be amended to include vapor intrusion mitigation requirements.
- D. Activities in the RUZ that may interfere with the 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 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 areas that deforms, stresses, breaks and/or pierces the capped area.
- E. Any land disturbing activities conducted in the RUZ identified in Exhibit B1 are to be conducted in accordance with the procedures detailed within the October 12, 2023 MMP, or as amended. These activities include, but are not limited to the following: drilling, digging, excavation, demolition, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. All RUZ engineering controls must be maintained as specified in the October 12, 2023 MMP, or as amended. Any soil or groundwater originating from the aforementioned restricted areas of the Property will be properly managed and disposed of in accordance with the October 12, 2023 MMP, or as amended.
- F. Periodic Reporting. Annually, but not later than January 30 beginning the first January following the effective date of this Environmental Covenant, the 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 site inspection checklist(s) and Annual Inspection Report Form in the form included as Exhibit A to the October 12, 2023 MMP.

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 W.F. Taylor, LLC. 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.

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 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, W.F. Taylor, LLC 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, W.F. Taylor, LLC 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, W.F. Taylor, LLC 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). W.F. Taylor, LLC represents and warrants that all of the following are true and correct:

- A. W.F. Taylor, LLC holds fee simple title to the Property.
- B. W.F. Taylor, LLC 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 W.F. Taylor, LLC 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 W.F. Taylor, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which W.F. Taylor, LLC is a party or by which W.F. Taylor, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- 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, W.F. Taylor, LLC 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

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

W.F. Taylor LLC

(Signature)

Vincent P. Dimino
Vice President Global Operations

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia INDIANA
County of Whitfield JOHNSON

This instrument was signed or attested before
me this 29 day of February, 2024.

by Sarah Darleen Wall

☒ Personally Known
☐ Produced Identification

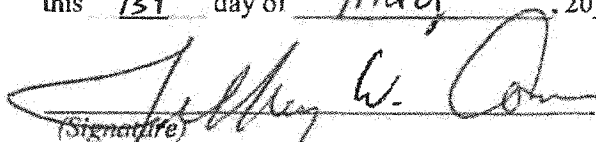
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) 10/14/2028

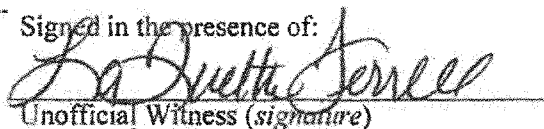
SARAH DARLEEN WALL
Notary Public - Seal
Johnson County - State of Indiana
Commission Number NP0729333
My Commission Expires Oct 14, 2028

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 1st day of May, 2024:


(Signature)

Jeffrey W. Cown
Director, Environmental Protection Division

Signed in the presence of:


Unofficial Witness (signature)

LaDette Ferrell
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 1 day of May, 2024 by

☒ Personally Known
☐ Produced Identification


Notary Public (Signature)

My Commission Expires: 7/9/27

(NOTARY SEAL) _____

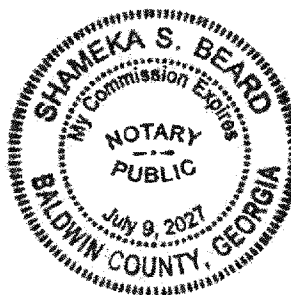


EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

2004 2257 176

21/11-
87
main floor. Head

QUIT CLAIM DEED

GEORGIA, WHITFIELD COUNTY.

THIS INDENTURE, made this the 26th day of November, 1991, between DARLENE CHANCE HAMBRIGHT S/K/A DARLENE CHANCE GARREN, Grantor, and, WALLACE F. TAYLOR AND JULIA TAYLOR, AS TRUSTEES UNDER THE TAYLOR FAMILY TRUST DATED JUNE 17, 1986, Grantees:

The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

W I T N E S S E T H:

That the GRANTOR, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever QUIT CLAIM unto the said GRANTEE, all the right, title, interest, claim or demand which the GRANTOR may have in and to the following described property:

All of that tract or parcel of land lying and being in Land Lots Number 65 and 80 of the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Wallace F. Taylor by N. B. DeLoach, Georgia Registered Land Surveyor Number 1347, dated December 24, 1981, revised December 28, 1981, and recorded in Plat Cabinet B, Slide 91, Whitfield County, Georgia Land Records and being more particularly described according to said survey as follows:

COMMENCING at a point marking the northwest intersection of the rights of way of U. S. Highway 41 and Crown Lake Drive, thence north 42 degrees 28 minutes 50 seconds west a distance of 301.02 feet along the northeastern right of way of U. S. Highway 41 to the intersection of said right of way with the eastern right of way of the southern railway; thence along an arc 730.37 feet in a northeasterly direction along said railway right of way to a point; thence south 14 degrees 48 minutes 15 seconds east a distance of 510.07 feet to a point marked by an iron pin along the north right of way of Crown Lake Drive; thence in a southerly direction along said right of way along an arc 246.46 feet to a point; thence continuing along said right of way south 03 degrees 58 minutes west a distance of 224.32 feet to the point of beginning.

This deed is executed and delivered for the purpose of releasing the property herein described from that certain Security Deed from Grantee herein to Vonna Mae Chance, Hubert L. Chance, Rayson Chance, Linda Chance Long, Marlene Chance Dugger and Darlene Chance Garren dated December 29, 1981 and recorded in Deed Book 700, page 12, Whitfield County, Georgia Land Records. Grantor warrants and represents that Grantor is the owner of 6.363 percent interest of said Security Deed and the Note secured thereby and that Grantor has the right and power to execute and deliver this deed. Grantor further authorizes the delivery of 6.363 percent of the payoff of said Promissory Note directly to the undersigned with the balance of the payoff being delivered directly to the Grantees as their respective interest may appear.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said GRANTEE so that neither GRANTOR nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

C10882

BOOK 2257 PAGE 177

IN WITNESS WHEREOF, this deed has been duly executed and sealed by
Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Darlene Patterson
Unofficial Witness

Darlene Patterson (REAL)
DARLENE PATTERSON CLERK

Wanda Cochran
Notary Public

Notary Public, Whitfield County, Georgia
My Commission Expires March 18, 1998



FILED & RECORDED 45
TIME 11:55 AM
DATE 7-10-97
DEED BOOK 2257 PAGE 177
SAND HATTON, C.S.C.
WHITFIELD COUNTY, GA.

EXIHIBIT B

MAP OF PROPERTY

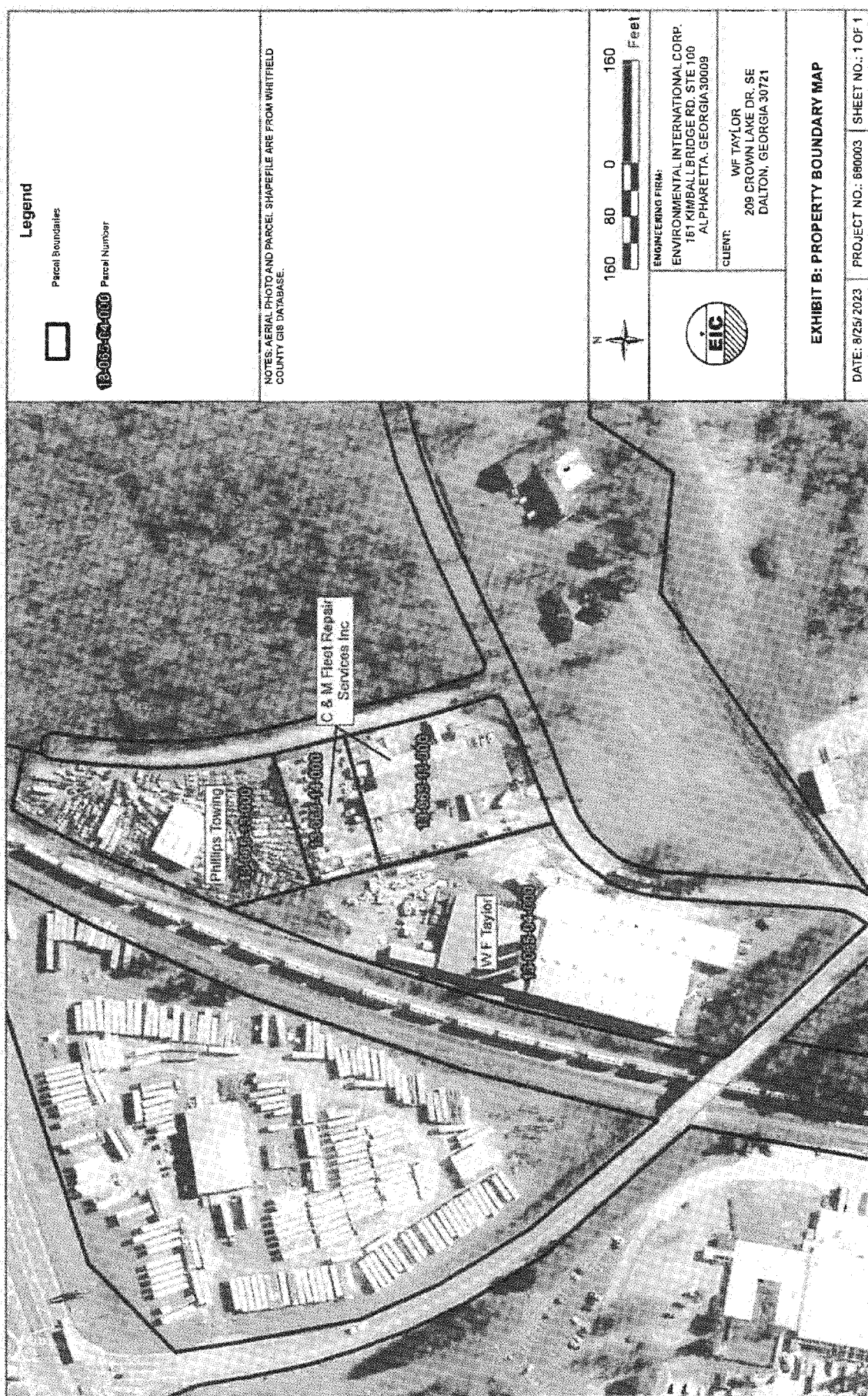
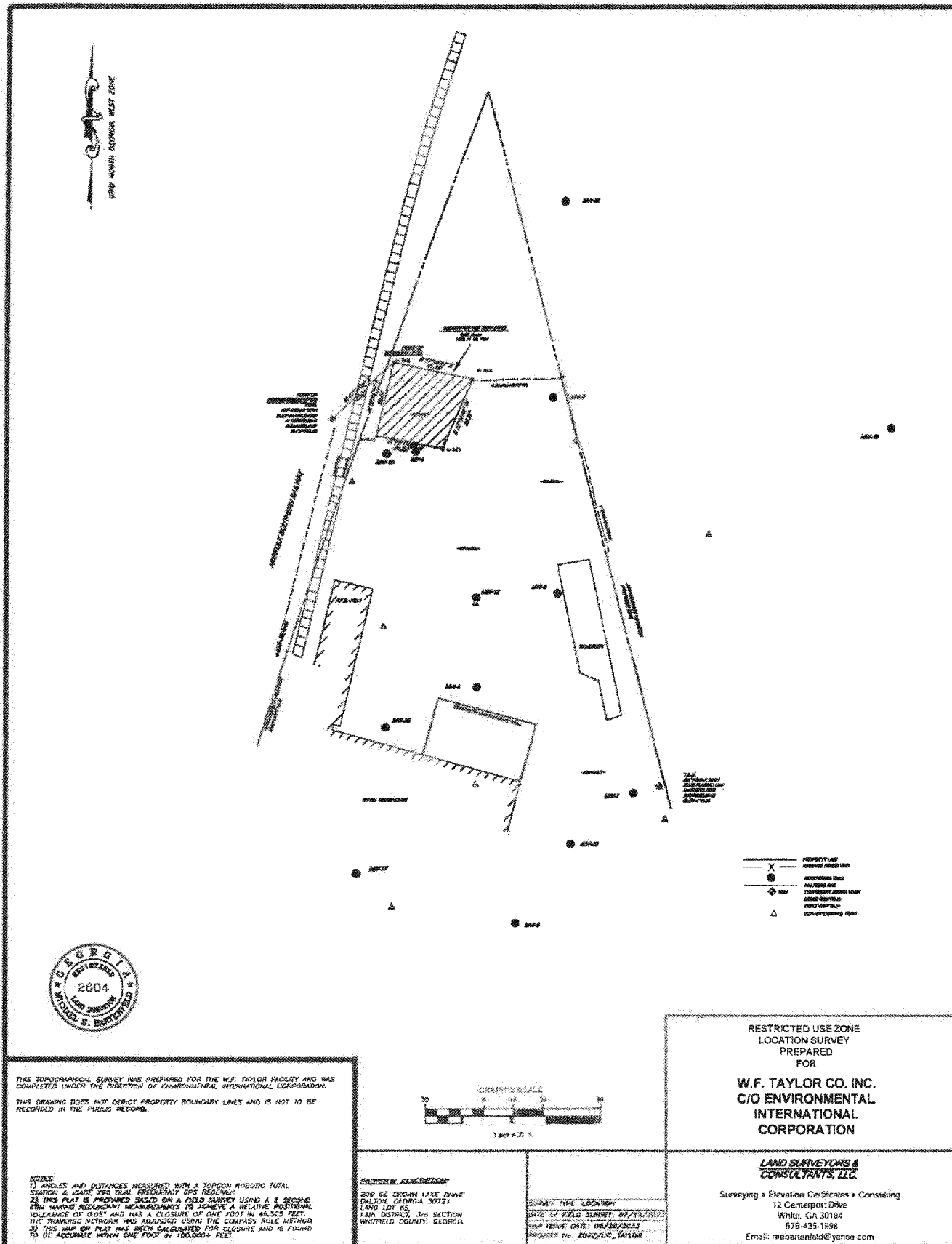


EXHIBIT B1
SURVEY AND LEGAL DESCRIPTION
OF RUZ



WF TAYLOR SITE

RESTRICTED USE ZONE (RUZ)

LEGAL DESCRIPTION

LYING AND BEING LOCATED IN LAND LOT 65, 13th DISTRICT, 3rd SECTION, WHITFIELD COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON PIN ESTABLISHED AS A PERMANENT CONTROL POINT LOCATED AT THE WF TAYLOR FACILITY, HAVING STATE PLANE COORDINATES OF N: 1706960.3243, E: 2049199.1347, GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE;

THENCE, N 47°16'20" E A DISTANCE OF 42.91' TO AN IRON PIN; SAID POINT BEING THE POINT OF BEGINNING;

THENCE, S 77°58'32" E A DISTANCE OF 41.35' TO AN IRON PIN;

THENCE, S 22°38'50" W A DISTANCE OF 38.97' TO AN IRON PIN;

THENCE, N 79°12'09" W A DISTANCE OF 34.66' TO AN IRON PIN;

THENCE, N 12°44'14" E A DISTANCE OF 39.04' TO AN IRON PIN; SAID POINT BEING THE POINT OF BEGINNING;

HAVING AN AREA OF: 1468.11 SQUARE FEET, 0.03 ACRES.

