

Doc ID: 006641170013 Type: COVE
Recorded: 05/15/2015 at 03:23:00 PM
Fee Amt: \$34.00 Page 1 of 13
Floyd County Superior Court
Barbara H. Penson Clerk
BK **2429** PG **436-448**

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: Rome-Floyd County Development Authority

Grantee/Holder: Atlanta Gas Light Company
Attn: Jeffrey Brown
Ten Peachtree Place
Atlanta, GA 30309

**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: N/A

Property:

The property subject to this Environmental Covenant is the Rome-Floyd County Development Authority (hereinafter "Property"), located on **131 West 1st Street** in Rome, Floyd County, Georgia. This tract of land was conveyed on May 30, 2000 from Floyd County, Georgia to Rome-Floyd County Development Authority recorded in Deed Book 1587, Pages 541-542, Floyd County Records. The area is located in Land Lot Nos. 73, 74, 75, 76, 77, and 78 of the Coosa Division of the City of Rome and the land lying between said lots and the Oostanaula River, and being in the First Ward of the City of Rome, Floyd County, Georgia. The Property is approximately 1.16 acres, consisting of a 4-story parking deck. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

J14D 018 of Floyd 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]:

Compliance Status Report, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia. September 28, 2001, revised February 15, 2002, May 31, 2002, and June 7, 2004.

Continuing Action Monitoring Plan, Atlanta Gas Company Former Manufactured Gas Plant Site, Rome, Georgia. August 2014 (included as Attachment C of the VRP CSR Addendum).

Corrective Action Plan, Former Manufactured Gas Plant Site, Rome, Georgia. June 10, 1997, revised May 27, 1998, February 26, 1999, and April 27, 1999.

Corrective Action Plan – Operable Unit 3 – Rivers Place Building (Parcel 5), Former Manufactured Gas Plant Site, Rome, Georgia. January 2000, revised March 13, 2000.

Groundwater Corrective Action Plan – OU4, Former Manufactured Gas Plant Site, Rome, Georgia. September 2000, revised December 2000.

Groundwater Corrective Action Plan Addendum – OU4, Former Manufactured Gas Plant Site, Rome, Georgia. April 2001.

Remedial Investigation/Compliance Status Report Manufactured Gas Plant Site, Rome, Georgia, HSI Site Number 10109. March 1997.

Voluntary Remediation Program Compliance Status Report, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia. December 2013.

Voluntary Remediation Program Compliance Status Report Addendum, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia. August 15, 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 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

Soil and groundwater impacts at the property were related to operations of the former manufactured gas plant (MGP) previously located on the property. Soil was excavated on a small portion of the property to meet a Type 4 (non-residential) risk reduction standard and all such work was completed in 2000. Groundwater monitoring was initiated in 1997 and continued quarterly to semiannually through October 2012. Groundwater was remediated via monitored natural attenuation.

Based on three (3) groundwater monitoring wells installed west and one installed to the north of the property boundary, groundwater meets Type 1 RRS and therefore, future groundwater monitoring is not required.

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 Rome-Floyd County Development Authority, its successors and assigns, Atlanta Gas Light Company, 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 benzene and naphthalene occurred on the Property. Benzene and naphthalene are "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). The Corrective Action consists of institutional controls (consisting of limiting the use to non-residential activities and prohibiting the use of groundwater except for monitoring purposes) to protect human health and the environment.

Grantor, Rome-Floyd County Development Authority, 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 Atlanta Gas Light Company 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.

Rome-Floyd County Development Authority, 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 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 Atlanta Gas Light Company, EPD, Rome-Floyd County Development Authority, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Atlanta Gas Light Company 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 Continuing Action Monitoring Action Plan (CAMP) will include an annual inspection to ensure property use remains non-residential.
5. Periodic Reporting. Annually, by no later than August 2015 following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the CAMP dated August 2014.
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 and defined in and allowed under Floyd County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited.
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. Right of Access. In addition to any rights already possessed by EPD and/or Atlanta Gas Light Company, the Owner shall allow authorized representatives of EPD and/or Atlanta Gas Light Company 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.
9. 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)

Atlanta Gas Light Company, (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.

10. 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, 2, 3, or 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.*
11. 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.
12. 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

AGL Resources, Inc.
Attn: Executive Vice President and General Counsel
Ten Peachtree Place
Atlanta, GA 30309

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15~~th~~ day of April, 2015.

Signed, sealed, and delivered in the presence of:

Keri H. Smith

Unofficial Witness (Signature)

Keri H. Smith

Unofficial Witness Name (Print)

1 Riverside Parkway
Rome GA 30161

Unofficial Witness Address (Print)

Celia M. Robinson

Notary Public (Signature)

My Commission Expires: 4/19/15

For the Grantor:

Rome-Floyd County Development Authority

Name of Grantor (Print)

[Signature]

(Seal)

Grantor's Authorized Representative (Signature)

James T. Byars

Authorized Representative Name (Print)

Chairman

Title of Authorized Representative (Print)

Dated: 3/17/15
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

[Signature]

Unofficial Witness (Signature)

CHEN-I MIAO

Unofficial Witness Name (Print)

[Signature]

J. Lang Woody

Unofficial Witness Address (Print)

For the Grantee/Holder:

Atlanta Gas Light Company

Name of Grantee/Holder (Print)

[Signature]

Grantee/Holder's Authorized Representative (Signature)

DONALD E. CARTER

Authorized Representative Name (Print)

Vice President

Title of Authorized Representative (Print)

Dated: 3/23/15
(NOTARY SEAL)



[Signature]

Notary Public (Signature)

My Commission Expires:

Signed, sealed, and delivered in the presence of:

Doralyn S. Kirkland

Unofficial Witness (Signature)

Doralyn S. Kirkland

Unofficial Witness Name (Print)

2 Martin Luther King Jr Dr
Ste 1456
Atlanta GA 30334

Unofficial Witness Address (Print)

Cristal Sailors

Notary Public (Signature)

My Commission Expires: 1/22/17

For the State of Georgia
Environmental Protection Division:

Judson H. Turner

(Signature)

(Seal)

Judson H. Turner
Director

Dated: 4/15/15

(NOTARY SEAL)

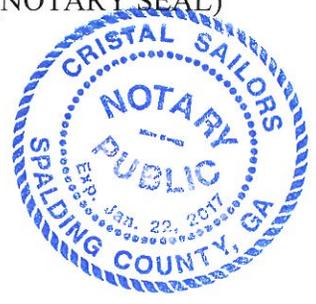
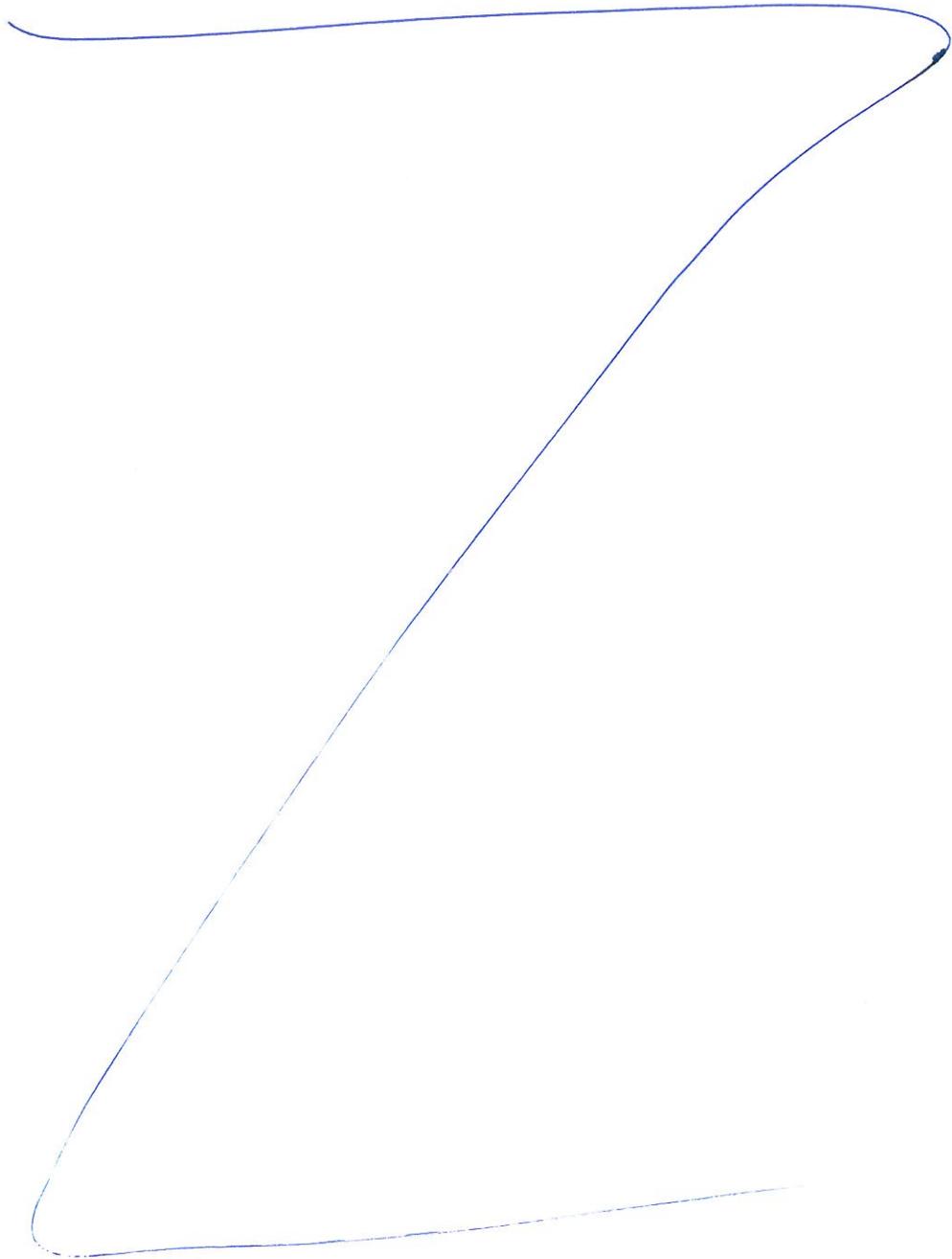


Exhibit A
Legal Description



JOE E. JOHNSON
CLERK OF SUPERIOR COURT
FLOYD COUNTY, GA.

WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF FLOYD

Floyd County, Georgia
Real Estate Transfer Tax

Paid \$ none
Date 5-30-00

Wade C. Hoyt, III
P. O. Box 5751
Rome, GA 30162-5751

100 MAY 30 PM 1 02
FILED

THIS INDENTURE, made this 30th day of May in the Year of _____
Deputy Clerk of Superior Court

Our Lord Two Thousand (2000) between **FLOYD COUNTY, GEORGIA, a political subdivision,**
of the first part and **ROME-FLOYD COUNTY DEVELOPMENT AUTHORITY,** of the second
part.

WITNESSETH: That the said party of the first part, for and in consideration of the
sum of One Dollar (\$1.00) and Other valuable considerations, in hand paid at and before the sealing
and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the
second part, its successors and assigns, all that tract or parcel of land lying and being in Floyd County,
Georgia, and more particularly described as follows:

All that tract or parcel of land lying and being Lots 73, 74, 75, 76, 77 and 78 of the Coosa Division of
the City of Rome and the land lying between said lots and the Oostanaula River, and being in the First
Ward of the City of Rome, Floyd County, Georgia, and more particularly described as follows:

FOR THE POINT OF BEGINNING, commence at the intersection of the easterly right-of-way line of
Second Avenue (right-of-way varies) with the northerly right-of-way line of West First Street (right-of-
way varies) and run north 49° 49' 20" east along the northerly right-of-way line of West First Street a
distance of 360.15 feet to an iron pin found and the POINT OF BEGINNING; continue thence north
49° 35' 04" east along the northerly right-of-way line of West First Street a distance of 182.49 feet to a
1/2 inch iron pin set; running thence north 40° 35' 46" west a distance of 256.90 feet to a point; running
thence south 58° 39' 23" west a chord distance of 183.43 feet to a point; and running thence south 40°
18' 20" east a distance of 285.82 feet to an iron pin found and the point of beginning.

The above described property contains 1.16 acres and is more particularly shown according to a plat
and survey prepared by Johnny Stewart, GRLS #1804, dated July 10, 1996, for the Floyd County
Government.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY that certain portion of the
parking deck which encroaches onto the northwestern and southwestern corners of said property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successor and assigns, forever, **IN FEE SIMPLE**.

And the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal by and through its duly authorized officers, the day and year first above written.

FLOYD COUNTY, GEORGIA, a political subdivision

BY: John Mayes
JOHN MAYES, CHAIRMAN

ATTEST: Sue Broome
SUE BROOME, CLERK

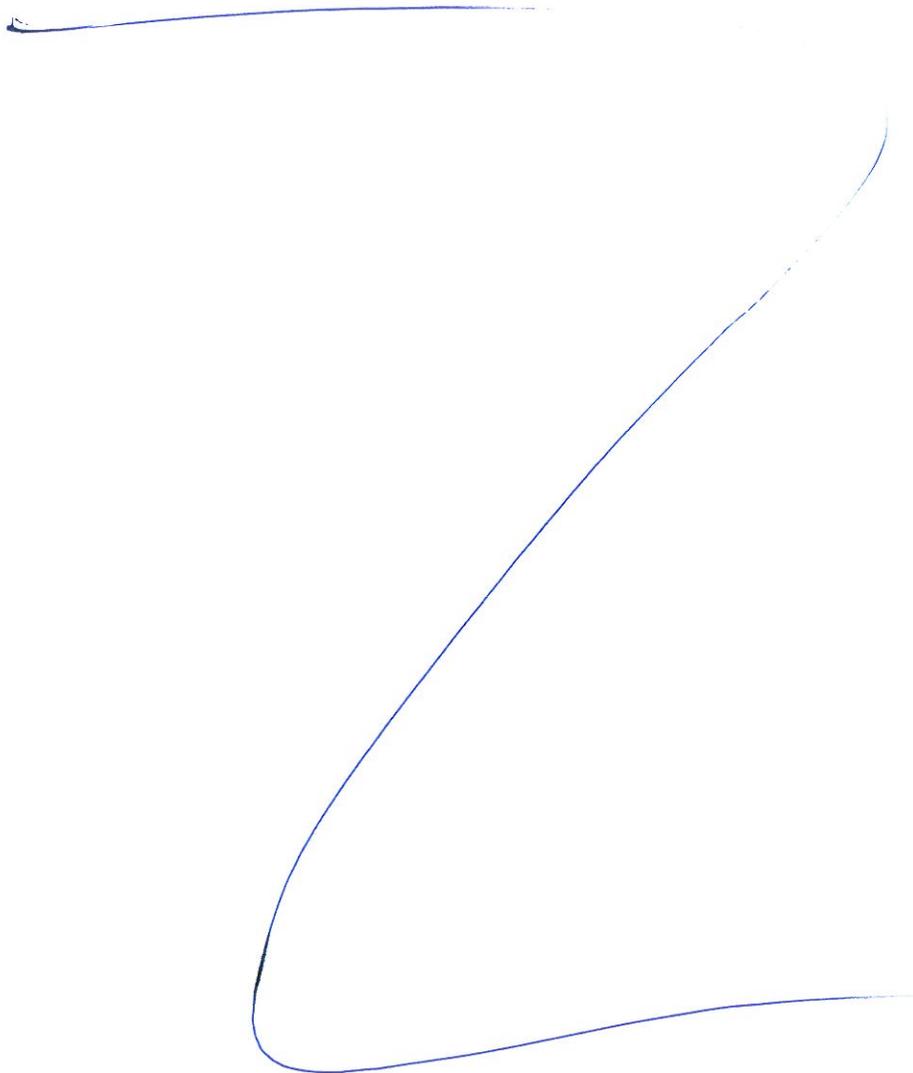
Signed, sealed and delivered in the presence of:

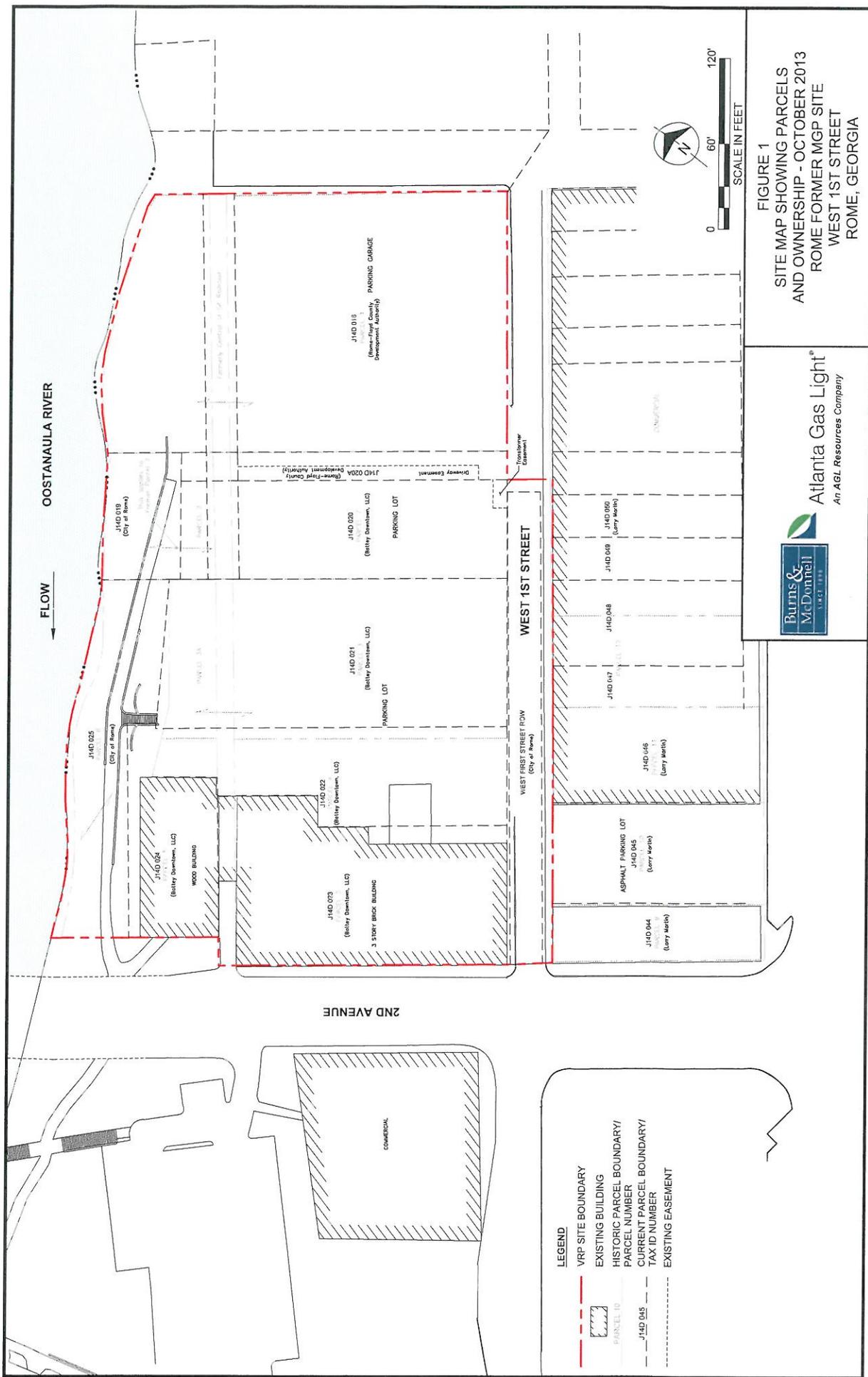
Dawn Henderson
WITNESS

Monica E. Toole
NOTARY PUBLIC
NOTARY PUBLIC
FLOYD COUNTY, GA.

CLERK OF FLOYD COUNTY, GA.
SUE BROOME

Exhibit B
Parcel Ownership Map





OOSTANAULA RIVER

FLOW

J14D 015
(City of Rome)

J14D 025
(City of Rome)

J14D 024
(Beltway Development, LLC)
WOOD BUILDING

2ND AVENUE

COMMERCIAL

J14D 023
(Beltway Development, LLC)
3 STORY BRICK BUILDING

J14D 022
(Beltway Development, LLC)

J14D 021
(Beltway Development, LLC)
PARKING LOT

J14D 020
(Beltway Development, LLC)
PARKING LOT

J14D 020A
(Beltway Development, LLC)
Driveway Easement

J14D 018
(Beltway Development, LLC)
PARKING GARAGE

WEST 1ST STREET

WEST FIRST STREET ROW
(City of Rome)

Transformer Easement

J14D 047
(Larry Martin)

J14D 048
(Larry Martin)

J14D 049
(Larry Martin)

J14D 050
(Larry Martin)

J14D 046
(Larry Martin)

J14D 045
(Larry Martin)
ASPHALT PARKING LOT

J14D 044
(Larry Martin)

- LEGEND**
- VRP SITE BOUNDARY
 - ▨ EXISTING BUILDING
 - ▭ HISTORIC PARCEL BOUNDARY/
PARCEL NUMBER
 - ▭ CURRENT PARCEL BOUNDARY/
TAX ID NUMBER
 - EXISTING EASEMENT

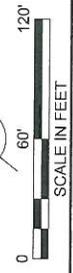


FIGURE 1
SITE MAP SHOWING PARCELS
AND OWNERSHIP - OCTOBER 2013
ROME FORMER MGP SITE
WEST 1ST STREET
ROME, GEORGIA



Atlanta Gas Light[®]
An AGL Resources Company