



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

**STATE OF GEORGIA
COUNTY OF COBB**

8/44

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334

EOY

Ethan R. Ware, Esquire
McNair Law Firm, P.A.
1221 Main Street (29201)
Post Office Box 11390
Columbia, South Carolina 29211

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA §§ 44-16-1 to 44-16-14. 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 the Property/Grantor: Phibro-Tech, Inc.
Glenpointe Center East, Third Floor
300 Frank W. Burr Blvd., Suite 21
Teaneck, NJ 07666-6712

Grantee/Holder: Phibro-Tech, Inc.
Glenpointe Center East, Third Floor
300 Frank W. Burr Blvd., Suite 21
Teaneck, NJ 07666-6712

**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

Parties with interest in the Property: None

The Property:

The property subject to this Environmental Covenant is the Phibro-Tech, Inc. (hereinafter "PTI") parcel of land, located at 4080 Industry Road in Powder Springs, Cobb County, Georgia (hereinafter "Property"). This tract of land was conveyed on February 4, 1994, from CP Chemicals, Inc. to Phibro-Tech, Inc. recorded in Deed Book 8027, Page 413, Cobb County Records. The Property is located in Land Lot 941 and 942 of the 19th District, 2nd Section, of Cobb County, Georgia. The Property consists of a closed industrial facility. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B-1.

Tax Parcel Number(s): 19-0942-0-002-0 of Cobb County, Georgia

Name and Location of Administrative Records:

The institutional controls, engineering controls, and Corrective Action at the Property are described below and in Exhibits C-1 and C-2 (site inspection checklist and Annual Property Evaluation Form) of this Environmental Covenant. Additional documentation is available at the following location:

Georgia Environmental Protection Division
Hazardous Waste Corrective Action 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 undergone corrective action subject to the requirements of Resource Conservation Recovery Act (RCRA) terminated hazardous waste facility permit [HW-059(D)] ("Corrective Action"). However, institutional controls, engineering controls, and monitoring listed herein are required for a limited period of time due to the previous presence of hazardous waste (now removed) and the remaining presence of certain regulated substances, hazardous waste constituents or hazardous constituents regulated under the Georgia Hazardous Site Response Act, O.C.G.A. 12-8-62 et seq. (HSRA); HSRA Rules for Hazardous Site Response, Chapt. 391-3-19 (HSRA Rules); Georgia Hazardous Waste Management Act, § 12-8-60 et seq. (Act); and the Georgia Hazardous Waste Management Rules, 391-3-11 (HW Rules). As stated in Section 391-3-19-.06(7)(b) of the HSRA Rules, the Corrective Action performed under the Act and HW Rules is presumed to be in compliance with Type 5 of the risk reduction standards of Rule 391-3-19-.07(10), and the requirements of 391-3-19-.06(3) through (5) of the HSRA Rules do not apply to this Property as a result. Contact the Owner or the Georgia Environmental Protection Division for further information concerning this Property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by PTI, 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 hazardous constituents occurred on the Property, and the Property operated a hazardous waste unit managing characteristic hazardous wastes. The Contaminants of Concern (hereinafter "COCs") at the Property consist of copper, arsenic, chromium, lead, mercury, vanadium, zinc, and benzene. The COCs are "hazardous constituents" as defined under the Act and the Rules. The Corrective Action consists of the installation and maintenance of engineering controls, including a groundwater monitoring system, restriction of groundwater use to non-residential purposes, monitored natural attenuation, contingent corrective measures, and institutional controls limiting the use of the Property and groundwater to non-residential activities to protect human health and the environment as further defined herein.

Grantor, PTI, hereby binds Grantor, its successors and assigns, to the activity and use restriction(s) on the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. Grantee, EPD, shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to the Act and the Rules. 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 or Grantor PTI from exercising any authority under applicable law.

PTI makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies such declarations shall (1) constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (2) are perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and (3) 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 (herein referred to as the "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 upon the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of PTI and EPD and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, PTI 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)

Unless the Environmental Covenant is amended or terminated pursuant to O.C.G.A. 44-16-10, the following activities must be implemented by the Owner in a timely fashion:

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 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 engineering controls, institutional controls, and Corrective Action, as necessary. The Owner 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 materially affect any required monitoring, operation, and maintenance of the engineering controls, institutional controls, and Corrective Action.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property 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 Owner shall inspect the Property semi-annually in accordance with Exhibit C-1 to confirm the monitoring, controls, and restrictions established in this Environmental Covenant remain in place and are being followed. The following maintenance activities shall be conducted during the inspections and shall be as recorded in the site inspection checklist attached to this document in Exhibit C-1. The completed checklist shall also include photographs of the Property as necessary to document current land use.
 - a. The concrete cover over the benzene plume, as identified in Exhibit B-2, shall be inspected for cracks and/or deterioration and shall be maintained in good condition.
 - b. The vegetative control structures at the site, as identified in Exhibit B-2, shall be inspected and maintained.
 - c. The erosion and sediment control structures, as identified in Exhibit B-2, shall be inspected and maintained.
 - d. The fences and signage around the Property shall be inspected and maintained.
5. Periodic Reporting. Annually, by no later than January 30 beginning the first January following the effective date of this Environmental Covenant, the Owner shall submit a written report to EPD that the monitoring, controls, and restrictions established in this Environmental Covenant remain in place and are being followed. The written report shall include the completed site inspection checklist(s) and Annual Property Evaluation Form attached to this document as Exhibit C-1 and Exhibit C-2, respectively.

6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in HW Rule 391-3-19-.02. Non-residential property includes all of the contiguous blocks and lots controlled by the same owner or operator that are vacant land, or that are used in conjunction with such business, and defined in and allowed under Cobb 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 resulting in the release or exposure to the regulated substances or creating a new exposure pathway is prohibited.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes not approved by EPD shall be prohibited.
8. Permanent Markers. A sign and a permanent marker shall be installed and maintained at the primary point of entry to the Property specifying the restricted area and its boundaries. Disturbance or removal of such markers is prohibited during the effective term of this Environmental Covenant.
9. Right of Access. In addition to any rights already possessed by EPD and/or PTI, the Owner shall allow authorized representatives of EPD and/or PTI (or their agents) the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the engineering controls at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action, institutional controls, and engineering controls.
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, (2) each person in possession of the Property, (3) each municipality, county, consolidated government, or other unit of local government in which the Property is located, and (4) each owner in fee simple whose property abuts the Property.
11. 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 meets the residential clean-up standards derived in accordance with the Georgia Environmental Protection Division Guidance for Selecting Media Remediation Levels at Solid Waste Management Units, November 1996 (or its replacement), whereupon the Environmental Covenant shall be amended or revoked in accordance with 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 Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property. 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) 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) Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of Grantor's intention to enter into this Environmental Covenant;
- d) 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) 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) This Environmental Covenant will not, to Grantor's knowledge and belief, materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) 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

Phibro-Tech, Inc.
Glenpointe Center East, Third Floor
300 Frank W. Burr Blvd., Suite 21
Teaneck, NJ 07666-6712

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16 day of December, 2014.

PHIBRO-TECH, INC.



W. Dwight Glover
President
Glenpointe Center East, Third Floor
300 Frank W. Burr Blvd., Suite 21
Teaneck, New Jersey 07666-6712

Dated: _____

PHIBRO-TECH, INC. AS HOLDER



W. Dwight Glover
President
Glenpointe Center East, Third Floor
300 Frank W. Burr Blvd., Suite 21
Teaneck, New Jersey 07666-6712

Dated: December 16, 2014

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION



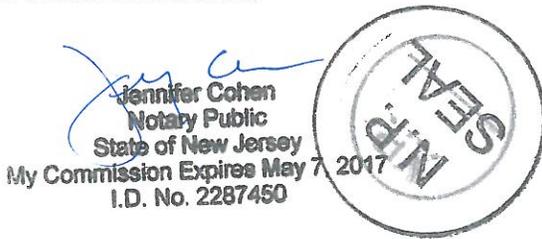
Judson H. Turner
Director, Georgia Environmental Protection Division

Dated: January 22, 2015

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 16 day of December, 2014, I certify that W. Dwight Glover personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



Jennifer Cohen
Notary Public in and for the State of
New Jersey, residing at 199 W. Clinton Ave Tenafly
My appointment expires MAY 7, 2017.

[CORPORATE ACKNOWLEDGMENT]

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 16 day of December, 2014, I certify that W. Dwight Glover personally appeared before me, acknowledged that he is the President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Jennifer Cohen
Notary Public in and for the State of
New Jersey, residing at 199 W. Clinton Ave Tenafly
My appointment expires MAY 7, 2017.



[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF Fulton

On this 22nd day of January, 2015, I certify that Judson H. Turf personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Director [type of authority] of EPD [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Cristal Sailors
Notary Public in and for the State of Georgia, residing at Spalding.
My appointment expires 1/22/17.

Exhibit A
Legal Description

Land Lots 941 and 942 of the 19th District and 2nd Section of Cobb County, Georgia, more particularly described as follows:

BEGINNING at the center line intersections of Industry Road and the Seaboard Airline Railroad main line track; thence south 12° 30 minutes west, a distance of fifty (50) feet, to south right-of-way line of said railroad property; thence south 14° 58 minutes west, a distance of 405.1 feet, along the center line of a 50-foot easement; thence south 16° 46 minutes west a distance of 462.3 feet along the center line of said easement, to a point on the northerly line of property of Chen-Salts, Inc. Said point being 248.0 feet northwesterly from the northeast corner of said property. The northeast corner of said property being the point of beginning; thence south 44° 40 minutes west 704.4 feet to the center line of Noses Creek; thence westerly along the center line of Noses Creek following the meanderings thereof 860 feet; thence north 44° 22 minutes east 917.3 feet to the right-of-way of Seaboard Railroad lead track; thence south 45° 20 minutes east along the right-of-way of said track 825.0 feet to the point of beginning. As per plat by Thomas E. Williams & Associates dated February 14, 1964.

Being the same property referred to in that deed filed and recorded on February 4, 1994 in Book 8027, Page 413 of the Clerk's Office of Superior Court in Cobb County, Georgia.

Exhibit B-1

FIGURE OF THE PROPERTY AND SURROUNDING PARCELS

ORIGINAL APPEARANCE
OF DOCUMENT



LEGEND

- Building Footprint
- Concrete Pad
- Former Building Footprint
- Concrete Removed
- Railspur
- Stream Flow
- Permanent Stream
- Ephemeral Drainage
- Property Boundary
- Chain Link Fence
- Topographic Contour (1-ft Interval)

0 100 200
SCALE IN FEET



PHIBRO-TECH, INC.
POWDER SPRINGS, GEORGIA

SITE VICINITY

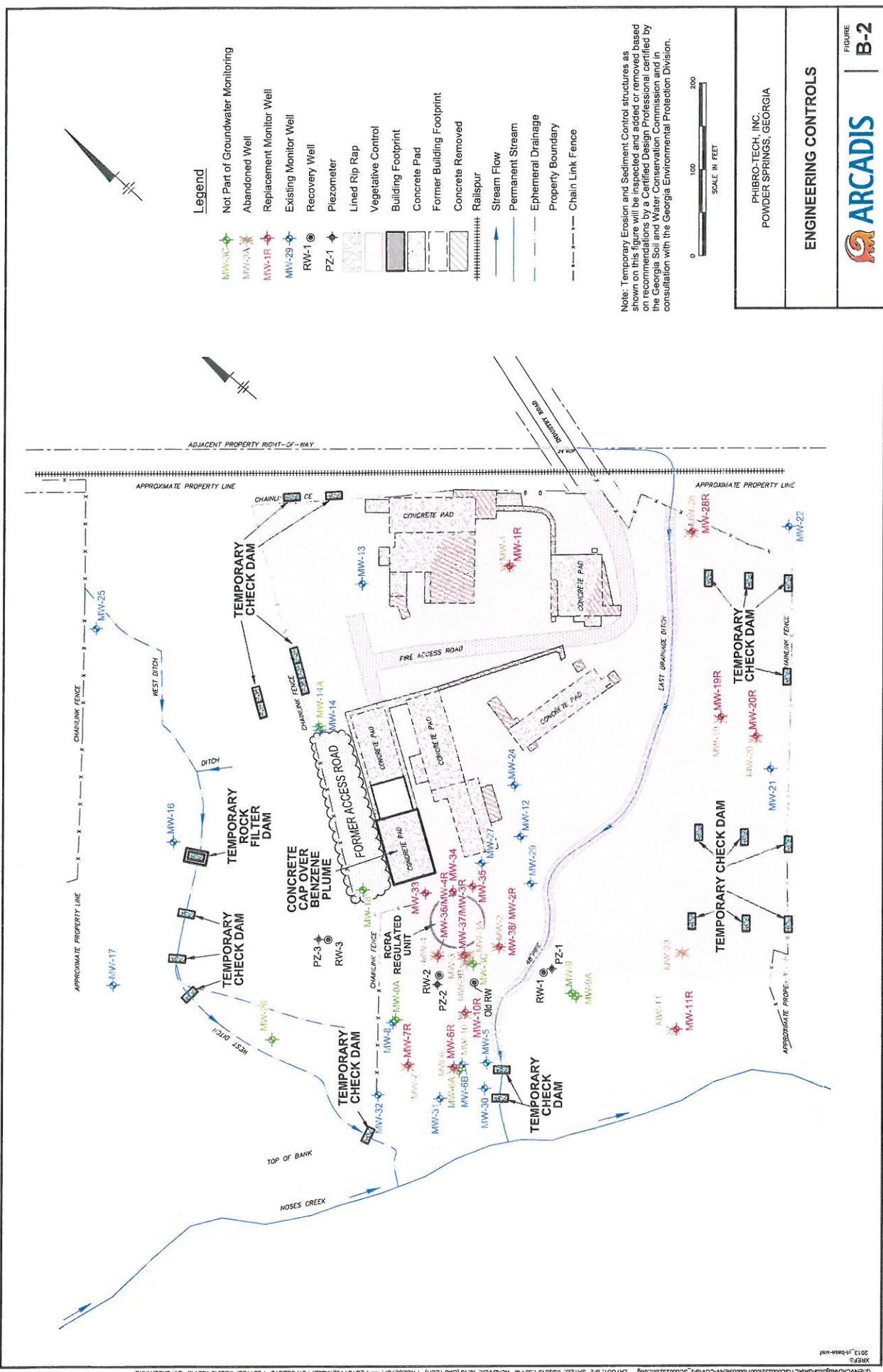
FIGURE
B-1

CITY: Augusta, GA DWGNOUP: ENV DB: A. Sall LD: POC: PIA: TEL: G. Sreem LFY: LAYOUT: B-1 SAV: ED: 9/29/2014 3:07 AM AD: VER: 18.19 (LMS TECH) PAGESETUP: — PLOTS/VIEWTABLE: PLOT/CLTB PLOTTED: 9/29/14 3:07 AM BY: SAUL ANNE
XREFS: 2013 phibrotech.mxd

BK: 15217 PG: 690

Exhibit B-2

FACILITY FIGURE SHOWING ENGINEERING CONTROLS



269 00 7 1251 00

EXHIBIT C-1

SITE INSPECTION CHECKLIST – PHIBRO-TECH, INC.

Inspections shall be conducted semi-annually. Attach the checklists, as well as any accompanying documents and photographs, to the Annual Property Evaluation Form given in Exhibit C-2 of the Environmental Covenant during its submittal.

Inspector/Title:	
Date/Time of Inspection:	
Number of attached photographs documenting current land use and issues:	

Potential Issues	Check Y or N	Corrective Actions Taken / Comments
1. Concrete CAP over benzene cover		
i. Cracks on the concrete	<input type="checkbox"/> Y <input type="checkbox"/> N	
ii. Deterioration of the concrete	<input type="checkbox"/> Y <input type="checkbox"/> N	
iii. Disrepair facilitating surface water reaching soils beneath concrete pad	<input type="checkbox"/> Y <input type="checkbox"/> N	
iv. Erosion of adjacent soils along the edge of the concrete cover	<input type="checkbox"/> Y <input type="checkbox"/> N	
v. Ponded water	<input type="checkbox"/> Y <input type="checkbox"/> N	
2. Evaluating Erosion at the site		
i. Evidence of soil erosion in the remedial areas of the property	<input type="checkbox"/> Y <input type="checkbox"/> N	
ii. If Y to 3.i, is there evidence of erosion of these soils to off-site property?	<input type="checkbox"/> Y <input type="checkbox"/> N	
iii. If Y to 3.ii, are corrective measures being taken?	<input type="checkbox"/> Y <input type="checkbox"/> N	
iv. Written explanation provided to EPD within 30 days if Y is checked for 3.i, 3.ii, and/or 3.iii	<input type="checkbox"/> Y <input type="checkbox"/> N	
3. Vegetative Control Structures		
i. Bare spots on vegetation	<input type="checkbox"/> Y <input type="checkbox"/> N	
ii. Diseased areas	<input type="checkbox"/> Y <input type="checkbox"/> N	
iii. Erosional gulleys	<input type="checkbox"/> Y <input type="checkbox"/> N	
iv. Significant amount of ponded water	<input type="checkbox"/> Y <input type="checkbox"/> N	
4. Erosion and Sediment Control Structures		
a. General Site Conditions		
i. Silt Fence		
a. Stake instability	<input type="checkbox"/> Y <input type="checkbox"/> N	
b. Holes/tears	<input type="checkbox"/> Y <input type="checkbox"/> N	
c. Washouts	<input type="checkbox"/> Y <input type="checkbox"/> N	
d. Undermining	<input type="checkbox"/> Y <input type="checkbox"/> N	

e. Sediment build up behind the fence	<input type="checkbox"/> Y <input type="checkbox"/> N	
f. Accumulated sediment removed	<input type="checkbox"/> Y <input type="checkbox"/> N	
g. Sagging	<input type="checkbox"/> Y <input type="checkbox"/> N	
h. Knocked over	<input type="checkbox"/> Y <input type="checkbox"/> N	
ii. High Water Marks indicating Noses Creek berm overflow	<input type="checkbox"/> Y <input type="checkbox"/> N	
iii. Are temporary straw bales used to control erosion and sediment flow?	<input type="checkbox"/> Y <input type="checkbox"/> N	Approximate date when temporary straw bales will be replaced with permanent erosional control structures _____
b. East Ditch		
i. Rock Check Dams		
a. Visible bypassing of flows around dam	<input type="checkbox"/> Y <input type="checkbox"/> N	
b. Scouring of downstream ditch	<input type="checkbox"/> Y <input type="checkbox"/> N	
c. Stones washed downstream	<input type="checkbox"/> Y <input type="checkbox"/> N	
d. Damage/Washout at dam edges	<input type="checkbox"/> Y <input type="checkbox"/> N	
e. Geotextile fabric exposure	<input type="checkbox"/> Y <input type="checkbox"/> N	
ii. Channel Condition		
a. Scouring	<input type="checkbox"/> Y <input type="checkbox"/> N	
b. Sediment buildup	<input type="checkbox"/> Y <input type="checkbox"/> N	
c. Removal of accumulated sediment	<input type="checkbox"/> Y <input type="checkbox"/> N	
d. Vegetation growth	<input type="checkbox"/> Y <input type="checkbox"/> N	
e. Channel obstructions	<input type="checkbox"/> Y <input type="checkbox"/> N	
f. Displacement of riprap lining	<input type="checkbox"/> Y <input type="checkbox"/> N	
g. Geotextile fabric exposure	<input type="checkbox"/> Y <input type="checkbox"/> N	
iv. Are temporary straw bales used to control erosion and sediment flow?	<input type="checkbox"/> Y <input type="checkbox"/> N	Approximate date when temporary straw bales will be replaced with permanent erosional control structures _____
c. West Ditch		
i. Rock Check Dams		
a. Visible bypassing of flows around dam	<input type="checkbox"/> Y <input type="checkbox"/> N	
b. Scouring of downstream ditch	<input type="checkbox"/> Y <input type="checkbox"/> N	
c. Stones washed downstream	<input type="checkbox"/> Y <input type="checkbox"/> N	
d. Damage/Washout at dam edges	<input type="checkbox"/> Y <input type="checkbox"/> N	
e. Geotextile fabric exposure	<input type="checkbox"/> Y <input type="checkbox"/> N	
ii. Channel Condition		
a. Scouring	<input type="checkbox"/> Y <input type="checkbox"/> N	
b. Sediment buildup	<input type="checkbox"/> Y <input type="checkbox"/> N	
c. Removal of accumulated sediment	<input type="checkbox"/> Y <input type="checkbox"/> N	
d. Vegetation growth	<input type="checkbox"/> Y <input type="checkbox"/> N	
e. Channel obstructions	<input type="checkbox"/> Y <input type="checkbox"/> N	
iii. Are temporary straw bales used to control erosion and sediment flow?	<input type="checkbox"/> Y <input type="checkbox"/> N	Approximate date when temporary straw bales will be replaced with permanent erosional control structures _____
5. Removal of Accumulated Sediment		
i. Is the removed accumulated sediment	<input type="checkbox"/> Y <input type="checkbox"/> N	

disposed off-site?		
ii.	Is the removed accumulated sediment disposed on-site?	<input type="checkbox"/> Y <input type="checkbox"/> N
iii.	If Y to 6.i, manifest documents provided to EPD	<input type="checkbox"/> Y <input type="checkbox"/> N
iv.	If Y to 6.ii a. Location of disposal on the property provided b. Are the control structures on the property adequate to prevent the run-off of disposed sediment into Noses Creek, East Ditch, and West Ditch?	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N Location of Disposal _____ Control Structures _____ _____ _____
6. Fences and Signage		
i.	Chain link fence a. Gap under the fence b. Erosional washout under the fence c. Unstable d. Holes e. Knocked down	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N
ii.	Gates and Locks a. Damaged b. Improper Function c. Unlocked	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N
iii.	Site signage/permanent marker a. Unstable b. Illegible c. Defaced d. Damaged e.	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N

EXHIBIT C-2

Annual Property Evaluation Form

Phibro-Tech, Inc., 4080 Industry Road, Powder Springs, Cobb County, Georgia

Tax Parcel Numbers: _____ of Cobb County, Georgia

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former site meet the definition of non-residential property, as defined in HW Rule 391-3-19-.02?		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
Exposure	2	Are site workers expected to be directly exposed to soils that do not meet residential standards at this site in excess of 250 days per year?		
	2a	If yes to 2, are these same site workers expected to be exposed to soils at this site in excess of 25 years throughout their career?		
	2b	If yes to 2 and/or 2a, provide written explanation (attached) to the EPD within 30 days.		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them?		
	4a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		
Inspections	5	Are completed site inspection checklists, as given in Exhibit C-1 of the Environmental Covenant, and accompanying documents and/or photographs attached?		
	5a	Dates of semi-annual site inspections:		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

 NAME (Please type or print)

 TITLE

 SIGNATURE

 DATE