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Rebecca Keaton
REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

9/28

After Recording Return to:

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334
Records

PLEASE CROSS REFERENCE TO:

Deed Book 14904, Page 5402
Deed Book 14906, Page 458
Cobb County, Georgia

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State of Georgia

County of Cobb

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.* This Environmental Covenant subjects the real property identified below (hereinafter referred to as the "Property") 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 O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor:

GMBR, LLC
A Georgia Limited Liability Company
4000 Industry Road
Powder Springs, GA 30127
Attn: Mr. Alan Shipp, Manager

**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

**Parties with interest
in the Property:**

Ajay North America, LLC,
A Georgia Limited Liability Company
(As a tenant of a portion of the property)
1400 Industry Road
Powder Springs, GA 30127
Attn: Mr. Alan Shipp, Manager

Georgia Power Company
(as an easement holder pursuant to a written easement
agreement dated September 10, 1973 and recorded in Deed
Book 1492, Page 205, Cobb County, Georgia Records.
241 Ralph McGill Blvd., NE
Atlanta, GA 30308

Property: The Property consists of that certain tract of property containing approximately 5.676 acres of land located in Land Lots 941 and 942 of the 19th District, 2nd Section, Cobb County, Georgia which was conveyed to GMBR, LLC by Georgia Metals, Inc. by Warranty Deed dated December 15, 2011, recorded on December 20, 2011, at Deed Book 14904, Page 5402 Georgia Records; and which was further evidenced by that Certain Corrective Warranty Deed to GMBR, LLC from Georgia Metals, Inc. dated December 15, 2012, recorded on December 23, 2012 at Deed Book 14906, Page 458, Cobb County, Georgia Records.

Tax Parcel Number: 19094100020 of Cobb 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 documents or in subsequent revisions approved by the EPD:

- Prospective Purchaser Corrective Action Plan dated October 31, 2011 (hereinafter referred to as the EPD-approved Prospective Purchaser Corrective Action Plan”);
- Letter dated December 2, 2011 from F. Allen Barnes, Director, Georgia Department of Natural Resources, Environmental Protection Division, to GMBR, LLC approving Corrective Action Plan;
- Corrective Action Completion Report dated December 27, 2012; and
- Monitoring and Maintenance Plan dated May 13, 2013 (hereinafter referred to as the “EPD-approved Monitoring and Maintenance Plan”).

These documents are available for review and consideration at the following locations:

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

GMBR, LLC
4000 Industry Road
Powder Springs, GA 30127
M-F 9:00 to 5:00 pm excluding state or federal holidays.

Description of Contamination and Corrective Action:

THIS PROPERTY HAS BEEN LISTED ON THE STATE'S HAZARDOUS SITE INVENTORY (HIS NO. 10116) 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 GMBR, LLC, a Georgia limited liability company, 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 lead waste material on the Property. This substance is a "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 which has been approved of and which has been or will be completed by the Owner consists of soil excavation and off-site disposal in accordance with the EPD-approved Prospective Purchaser Corrective Action Plan, followed by periodic groundwater monitoring and reporting in accordance with the aforesaid EPD-approved Monitoring and Maintenance Plan.

Grantor, GMBR, LLC hereby binds GMBR, LLC, 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 the GMBR, LLC and the 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.

GMBR, LLC 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 in 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 collectively referred to as an "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).

This Environmental Covenant shall inure to the benefit of GMBR, LLC and EPD, and to its and their respective successors and assigns, and shall be enforceable by the EPD, acting by or through its Director or his agents or 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) days 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 Property in accordance with the CAP Documents which are identified above. The Owner of the Property must also give thirty (30) days 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.** Ground water is to be monitored periodically in accordance with the EPD-approved Prospective Purchaser Corrective Action Plan and in accordance with the EPD-approved Monitoring and Maintenance Plan, the latter of which sets out and describes the specific monitoring and maintenance activities, and the schedule for implementing same.
 5. **Periodic Reporting.** Annually, beginning December 15, 2014, and annually thereafter, the Owner shall submit to the EPD an Annual Report as specified in the EPD approved Revised Maintenance and Monitoring Plan including, but not limited to: 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.
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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 as allowed under the applicable Cobb County Zoning and development ordinances, rules and regulations as of the date of this Environmental Covenant, and as amended from time to time to the extent that such amendments are applicable to the Property. 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, except for maintenance, repair or replacement of engineering controls, manufacturing improvements and upgrades and/or other improvements, upgrades or activities described in the aforesaid EPD-approved Monitoring and Maintenance Plan, or except as otherwise approved by the EPD after notice given to the EPD in accordance with the aforesaid notice provisions of this Indenture.
7. Groundwater Limitation. Except as may hereafter be approved by the EPD, the use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited. Periodic monitoring of groundwater may be required should GMBR decide to utilize groundwater for non-residential purposes. EPD shall be notified not less than thirty (30) days prior to groundwater utilization.
8. Permanent Markers. Permanent markers on each side of the Property that is not covered by a building shall be installed and maintained that delineate the restricted area(s) 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 implementation of the corrective actions which are required by the aforesaid CAP documentation; 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 and receipt of the original of this Environmental Covenant, the Owner shall cause this Environmental Covenant to be filed with the Recorder of Deeds for each County in which the Property is located, and shall 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) EPD, (2) each person holding a recorded interest in the Property subject to this Environmental 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 of a property which abuts the property subject to this Environmental Covenant.

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 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.
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 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:

If to the EPD: Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

If to the Owner: GMBR, LLC
A Georgia Limited Liability Company
% Ajay North America, LLC
4000 Industry Road
Powder Springs, GA 30127
Attn: Mr. Alan Shipp, Manager

[Remainder of this Page Intentionally Left Blank]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on this the 10th day of September 2013.

Signed, sealed and delivered
in the presence of:

GMBR, LLC
A Georgia Limited Liability Company

[Signature]
Witness

By: [Signature]
Alan Shipp, Manager

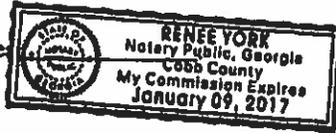
STATE OF GEORGIA

COUNTY OF COBB

On this 10th day of Sept 2013, I certify that Alan Shipp personally appeared before me, acknowledged that he/she is the Manager of GMBR, LLC, and signed said instrument by free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said company.

[Signature]
Notary Public in and for the State of Georgia.

My appointment expires



[Signatures continue on next page]

[Signatures continued from prior page]

The EPD has and does acknowledge receipt of and accepted this Environmental Covenant in accordance with applicable law on this the 6th day of March 2014, ~~2013~~.

Signed, sealed and delivered
in the presence of:

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION
DIVISION

Dorena Pelt
Witness

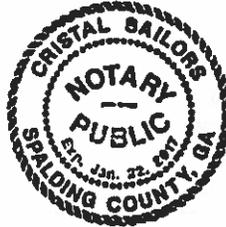
By: Judson H. Turner
Name: Judson H. Turner
Title: Director

STATE OF GEORGIA

COUNTY OF FULTON

On this 6th day of March 2014, 2013, I certify that Judson H. Turner 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 of the Georgia Environmental Protection Division 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.



My appointment expires: 1/22/17.