

After Recording Return to:

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

2014 Dec: 1 AM 10: 35
LT

JANIS B. REDDICK
CLERK OF COURT
SCREVEN COUNTY GA.

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:

Mr. Henry F. Maierhoffer, Jr.
437 Johnson Drive
Sylvania, Georgia 30467

Grantee/Holder:

Mr. Henry F. Maierhoffer, Jr.
437 Johnson Drive
Sylvania, Georgia 30467

**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:

Ms. Bonnie May Maierhoffer
435 Johnson Drive
Sylvania, Georgia 30467

Property:

The area subject to this Environmental Covenant is the Type 5 Area located on Tax Parcel 082 014A, located at 435 Johnson Drive in Sylvania, Screven County, Georgia. This tract of land was conveyed on December 20, 2010 from Bonnie May Maierhoffer to Henry F. Maierhoffer, Jr. recorded in Deed Book 415, Page 226, Screven County Records. The area is located in the 34th G.M. District of Screven County, Georgia. The Type 5 Area includes the footprint of the residence including the pre-existing concrete slab, finished porches and wooden decking et al. (hereinafter "Type 5 Area") situated on 0.0515-acres within the 14.61-acres that comprise Tax Parcel 082 014A (hereinafter "Property"). A complete legal description of the Type 5 Area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number: 082 014A of Screven County, Georgia

GEORGIA, SCREVEN COUNTY
A True and Correct Copy as same
appears of record in this Office.
This is day of Dec 2014
J. H. Thompson
Clerk Superior Court
deputy

Name and Location of Administrative Records:

The corrective action at the Type 5 Area that is the subject of this Environmental Covenant is described in the following document[s]:

- Maintenance Plan, Smith Wrecking Service, Sylvania, Screven County, Georgia, HSI# 10209, dated September 15, 2011.

These documents are available 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

Mr. Henry F. Maierhoffer, Jr.
435 Johnson Drive
Sylvania, Georgia 30467

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 Henry F. Maierhoffer, Jr. his successors and assigns, Henry F. Maierhoffer, Jr. as Holder, 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 4,4-DDD, 4,4-DDE, 4,4-DDT, endrin, endrin ketone, and toxaphene occurred on the Property. 4,4-DDD, 4,4-DDE, 4,4-DDT, endrin, endrin ketone, and toxaphene 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 the maintenance of engineering controls (footprint of the residence and existing finished porches and wooden decking as depicted in Attachment B) and institutional controls (limits disturbance of the Type 5 Area) to protect human health and the environment.

Grantor, Henry F. Maierhoffer, Jr. hereby binds Grantor, his successors and assigns to the activity and use restrictions for the Type 5 Area identified herein and grants such other rights under this Environmental Covenant in favor of Henry F. Maierhoffer, Jr. as Holder 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.

Henry F. Maierhoffer, Jr. makes the following declaration as to limitations, restrictions, and uses to which the Type 5 Area 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 Type 5 Area (hereinafter "Owner"). Should a transfer or sale of the Type 5 Area 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 Henry F. Maierhoffer, Jr. as Holder, EPD, Henry F. Maierhoffer, Jr. and his respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Henry F. Maierhoffer, Jr. as Holder or his successors and assigns, Henry F. Maierhoffer, Jr. or his 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) 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 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. Maintenance. Property maintenance as detailed in the Maintenance Plan for Type 5 Area dated September 15, 2011 must be implemented to prevent the release of or exposure to the regulated substances that remain on the Property.
5. Periodic Reporting. Annually, by no later than November 30th, following the effective date of this Environmental Covenant, the Owner shall submit to EPD an Annual Report as specified in the EPD approved Maintenance Plan for Type 5 Area including, but not limited to: maintenance and inspection activities 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). 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. The existing concrete slab and finished porches and wooden decking in the Type 5 Area must be maintained to prevent exposure to impacted soils. Disturbance of the Type 5 Area is strictly prohibited unless the person(s) implementing said activity is actively certified pursuant to OSHA Hazardous Waste Operations and Emergency Response Standard-29 CFR 1910.120 (hereinafter "HAZWOPER") or equivalent certification. Prohibited activities that

may be performed only by certified personnel include but are not limited to the following: work necessary for the maintenance, repair, or replacement of engineering controls (footprint of the residence and finished porches and wooden decking), maintenance or repair of utilities, drilling, digging, piercing of the surface, bulldozing, or earthwork.

7. Permanent Markers. Permanent markers have been installed on each side of the Type 5 Area that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules and shall be maintained. Disturbance or removal of such markers is prohibited.
8. Right of Access. In addition to any rights already possessed by EPD and/or Henry F. Maierhoffer, Jr. as Holder, the Owner shall allow authorized representatives of EPD and/or Henry F. Maierhoffer, Jr. as Holder 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) Henry F. Maierhoffer, Jr. as Holder, (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 9 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

Mr. Henry Maierhoffer, Jr.
437 Johnson Drive
Sylvania, Georgia 30467

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 10th day of September, 2014.

Signed, sealed, and delivered in the presence of:

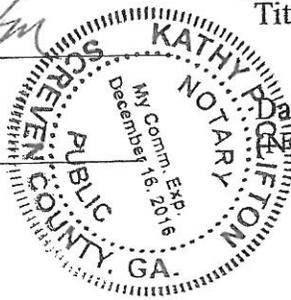
Lauren Amason
Unofficial Witness (Signature)

Lauren Amason
Unofficial Witness Name (Print)

Margaret W. Hunter
MARGARET W. HUNTER
Unofficial Witness Address (Print)

Kathy P. Clifton
Notary Public (Signature)

My Commission Expires: _____



For the Grantor:

Henry F. Maierhoffer Jr
Name of Grantor (Print)

[Signature]
Grantor's Authorized Representative (Signature)

(Seal)

Authorized Representative Name (Print)

Title of Authorized Representative (Print)

Dated: 9/10/14
(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

Doraly S. Kirkland
Unofficial Witness (Signature)

Doraly S. Kirkland
Unofficial Witness Name (Print)

2 MLK 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: November 6, 2014

(NOTARY SEAL)



Signed, sealed, and delivered in the presence

of:

Jesse Minor

Unofficial Witness (Signature)

Jesse Minor

Unofficial Witness Name (Print)

137 Veeta Dr

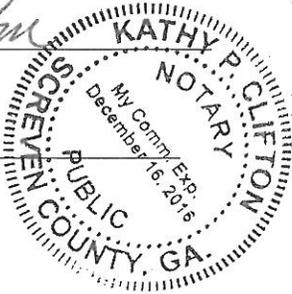
Sylvania GA 30467

Unofficial Witness Address (Print)

Kathy J. Clifton

Notary Public (Signature)

My Commission Expires:



For the Holder:

Henry Maierhoffer

Name of Holder (Print)

(Seal)

Henry Maierhoffer

Holder's Authorized Representative (Signature)

Authorized Representative Name (Print)

Title of Authorized Representative (Print)

Dated: 9/10/14

(NOTARY SEAL)

LEGAL DESCRIPTION
TYPE 5 AREA

THAT BUILDING AND CERTAIN ATTACHMENTS LOCATED WITHIN PARCEL 3 IN THE 34th G.M. DISTRICT OF SCREVEN COUNTY, GA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

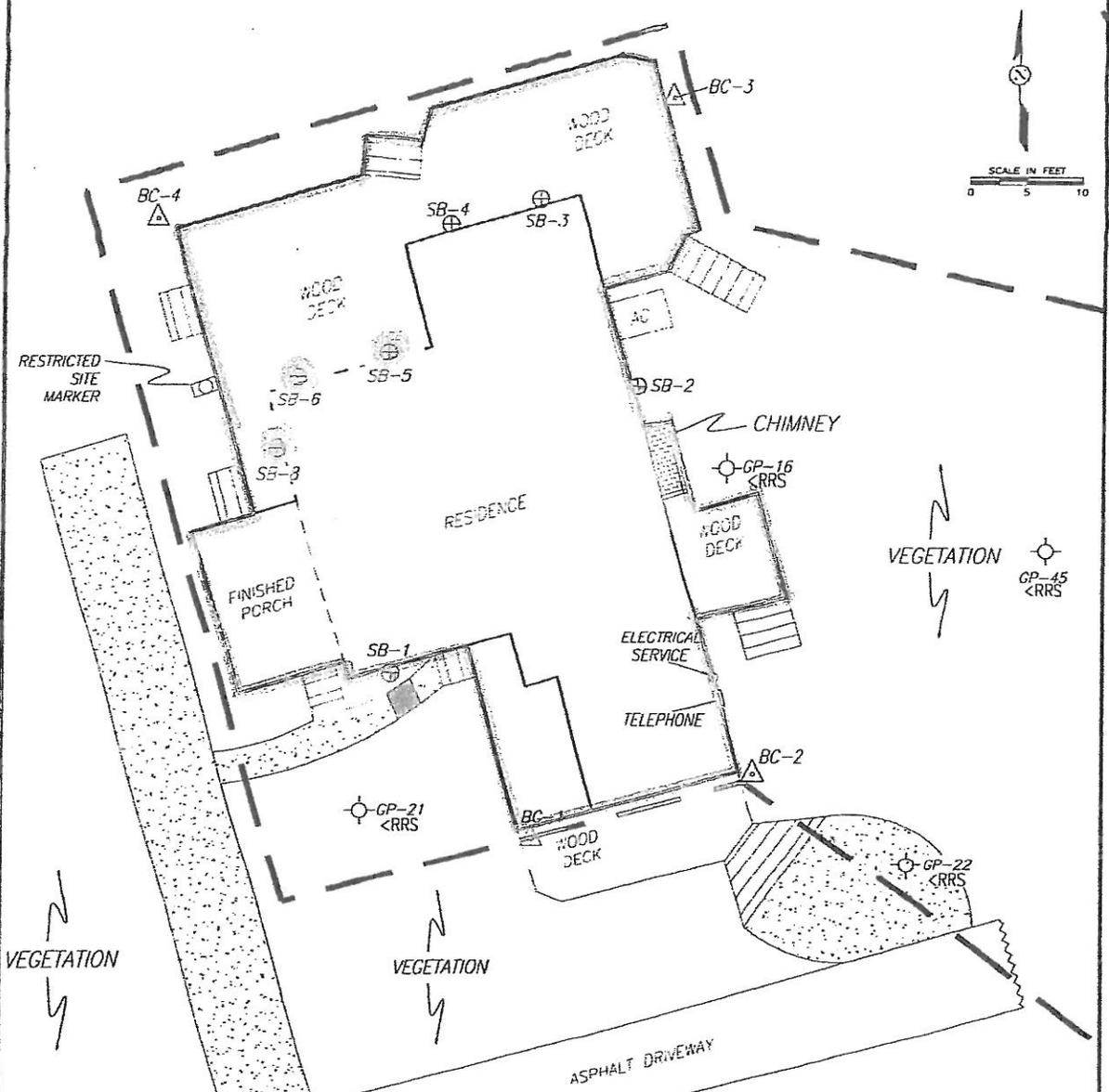
COMMENCING AT A POINT AT THE SOUTHWESTERN INTERSECTION OF PEEPLES FARM ROAD AND JOHNSON DRIVE WITH GA STATE PLANE EAST ZONE COORDINATES OF N. 998,658.00 AND E. 671,765.85, ALSO KNOWN AS THE POINT OF COMMENCING;

THENCE FROM SAID POINT ALONG THE NORTHERN RIGHT-OF-WAY OF JOHNSON DRIVE S 59°20'44" W FOR A DISTANCE OF 524.71' TO A POINT,
THENCE ALONG SAID RIGHT-OF-WAY S 59°39'21" W FOR A DISTANCE OF 563.93' TO A POINT,
THENCE ALONG SAID RIGHT-OF-WAY S 60°05'14" W FOR A DISTANCE OF 719.28' TO A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE SOUTHEASTERN CORNER OF PARCEL 3 AND THE RIGHT-OF-WAY OF JOHNSON DRIVE WITH GA STATE PLANE EAST ZONE COORDINATES OF N. 997,746.89 AND E. 670,204.33,

THENCE FROM SAID POINT ALONG THE EASTERN BOUNDARY OF PARCEL 3 N 18°01'49" W FOR A DISTANCE OF 547.52' TO A POINT,
THENCE FROM SAID POINT ALONG A SURVEY TIE LINE S 71°58'22" W FOR A DISTANCE OF 348.86' TO A POINT ON THE SOUTHEASTEN MOST CORNER OF THE BUILDING, WITH GA STATE PLANE EAST ZONE COORDINATES OF N. 998,159.57 AND E. 669,703.15, ALSO KNOWN AS THE POINT OF BEGINNING;

THENCE FROM SAID POINT S 72°59'45" W FOR A DISTANCE OF 20.49' TO A POINT,
THENCE FROM SAID POINT N 16°39'33" W FOR A DISTANCE OF 11.55' TO A POINT,
THENCE FROM SAID POINT N 65°03'40" W FOR A DISTANCE OF 1.98' TO A POINT,
THENCE FROM SAID POINT N 17°04'39" W FOR A DISTANCE OF 4.15' TO A POINT,
THENCE FROM SAID POINT S 72°55'21" W FOR A DISTANCE OF 9.46' TO A POINT,
THENCE FROM SAID POINT N 17°04'39" W FOR A DISTANCE OF 1.56' TO A POINT,
THENCE FROM SAID POINT S 72°55'21" W FOR A DISTANCE OF 9.35' TO A POINT,
THENCE FROM SAID POINT N 17°04'39" W FOR A DISTANCE OF 15.73' TO A POINT,
THENCE FROM SAID POINT N 73°07'09" E FOR A DISTANCE OF 4.83' TO A POINT,
THENCE FROM SAID POINT N 16°52'51" W FOR A DISTANCE OF 26.05' TO A POINT,
THENCE FROM SAID POINT N 72°57'10" E FOR A DISTANCE OF 19.76' TO A POINT,
THENCE FROM SAID POINT S 75°56'16" E FOR A DISTANCE OF 5.10' TO A POINT,
THENCE FROM SAID POINT N 28°22'58" E FOR A DISTANCE OF 9.95' TO A POINT,
THENCE FROM SAID POINT N 72°57'13" E FOR A DISTANCE OF 8.15' TO A POINT,
THENCE FROM SAID POINT S 63°20'27" E FOR A DISTANCE OF 7.99' TO A POINT,
THENCE FROM SAID POINT S 18°38'41" E FOR A DISTANCE OF 8.00' TO A POINT,
THENCE FROM SAID POINT S 28°00'20" W FOR A DISTANCE OF 8.17' TO A POINT,
THENCE FROM SAID POINT S 72°39'50" W FOR A DISTANCE OF 3.73' TO A POINT,
THENCE FROM SAID POINT S 17°00'15" E FOR A DISTANCE OF 14.53' TO A POINT,
THENCE FROM SAID POINT N 72°59'45" E FOR A DISTANCE OF 2.10' TO A POINT,
THENCE FROM SAID POINT S 16°39'18" E FOR A DISTANCE OF 6.33' TO A POINT,
THENCE FROM SAID POINT N 73°00'06" E FOR A DISTANCE OF 5.97' TO A POINT,
THENCE FROM SAID POINT S 17°00'15" E FOR A DISTANCE OF 10.12' TO A POINT,
THENCE FROM SAID POINT S 72°59'45" W FOR A DISTANCE OF 8.07' TO A POINT,
THENCE FROM SAID POINT S 17°00'15" E FOR A DISTANCE OF 14.45' TO A POINT,
ALSO KNOWN AS THE POINT OF BEGINNING.

SAID DESCRIBED AREA BEING 2,244 SQUARE FEET MORE OR LESS.



Soil Wrecking (HSI No. 10209)
Well ID and Coordinates

| Well ID | Coordinates |
|---------|-------------|
| SB-1 | 10209-01 |
| SB-2 | 10209-02 |
| SB-3 | 10209-03 |
| SB-4 | 10209-04 |
| SB-5 | 10209-05 |
| SB-6 | 10209-06 |

Table 1. Soil Wrecking (HSI No. 10209) Supplemental Investigation Soil Samples Comparison to RMA Remediation Standards

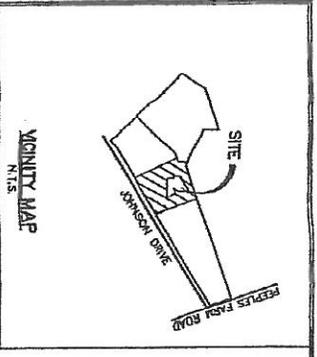
| Sample ID | Depth (ft) | Sample Date | 4,4-DDE | 4,4-DDE | 4,4-DDE | Heptachlor Epoxide | Heptachlor Epoxide | Dieldrin | Endrin | Endrin | Endrin | Toxaphene |
|-----------|------------|-------------|---------|---------|---------|--------------------|--------------------|----------|--------|--------|--------|-----------|
| SB-1 | 0-1 | 8/17/2009 | 1.02 | 3.72 | 2.15 | 0.08 | 0.25 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 |
| SB-1 | 1-2 | 8/17/2009 | 0.42 | 0.42 | 0.42 | 0.21 | 0.21 | 0.42 | 0.21 | 0.21 | 0.42 | 0.42 |
| SB-1 | 2-3 | 8/17/2009 | 0.44 | 0.44 | 0.44 | 0.22 | 0.22 | 0.44 | 0.22 | 0.22 | 0.44 | 0.44 |
| SB-2 | 0-1 | 8/17/2009 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SB-2 | 1-2 | 8/17/2009 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SB-2 | 2-3 | 8/17/2009 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| SB-3 | 0-0.5 | 8/17/2009 | 3.0 | 3.0 | 3.0 | 1.5 | 1.5 | 3.0 | 1.5 | 1.5 | 3.0 | 3.0 |
| SB-3 | 0.5-1 | 8/17/2009 | 2.4 | 2.4 | 2.4 | 1.2 | 1.2 | 2.4 | 1.2 | 1.2 | 2.4 | 2.4 |
| SB-3 | 1-2 | 8/17/2009 | 1.8 | 1.8 | 1.8 | 0.9 | 0.9 | 1.8 | 0.9 | 0.9 | 1.8 | 1.8 |
| SB-3 | 2-3 | 8/17/2009 | 1.2 | 1.2 | 1.2 | 0.6 | 0.6 | 1.2 | 0.6 | 0.6 | 1.2 | 1.2 |
| SB-4 | 0-0.5 | 8/17/2009 | 0.4 | 0.4 | 0.4 | 0.2 | 0.2 | 0.4 | 0.2 | 0.2 | 0.4 | 0.4 |
| SB-4 | 0.5-1 | 8/17/2009 | 0.3 | 0.3 | 0.3 | 0.15 | 0.15 | 0.3 | 0.15 | 0.15 | 0.3 | 0.3 |
| SB-4 | 1-2 | 8/17/2009 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | 0.2 | 0.1 | 0.1 | 0.2 | 0.2 |
| SB-4 | 2-3 | 8/17/2009 | 0.1 | 0.1 | 0.1 | 0.05 | 0.05 | 0.1 | 0.05 | 0.05 | 0.1 | 0.1 |
| SB-5 | 0-0.5 | 8/17/2009 | 3.0 | 3.0 | 3.0 | 1.5 | 1.5 | 3.0 | 1.5 | 1.5 | 3.0 | 3.0 |
| SB-5 | 0.5-1 | 8/17/2009 | 2.4 | 2.4 | 2.4 | 1.2 | 1.2 | 2.4 | 1.2 | 1.2 | 2.4 | 2.4 |
| SB-5 | 1-2 | 8/17/2009 | 1.8 | 1.8 | 1.8 | 0.9 | 0.9 | 1.8 | 0.9 | 0.9 | 1.8 | 1.8 |
| SB-5 | 2-3 | 8/17/2009 | 1.2 | 1.2 | 1.2 | 0.6 | 0.6 | 1.2 | 0.6 | 0.6 | 1.2 | 1.2 |
| SB-6 | 0-0.5 | 8/17/2009 | 0.3 | 0.3 | 0.3 | 0.15 | 0.15 | 0.3 | 0.15 | 0.15 | 0.3 | 0.3 |
| SB-6 | 0.5-1 | 8/17/2009 | 0.2 | 0.2 | 0.2 | 0.1 | 0.1 | 0.2 | 0.1 | 0.1 | 0.2 | 0.2 |
| SB-6 | 1-2 | 8/17/2009 | 0.1 | 0.1 | 0.1 | 0.05 | 0.05 | 0.1 | 0.05 | 0.05 | 0.1 | 0.1 |
| SB-6 | 2-3 | 8/17/2009 | 0.05 | 0.05 | 0.05 | 0.025 | 0.025 | 0.05 | 0.025 | 0.025 | 0.05 | 0.05 |
| GP-21 | 0-0.5 | 8/16/2006 | 0.4 | 0.4 | 0.4 | 0.2 | 0.2 | 0.4 | 0.2 | 0.2 | 0.4 | 0.4 |

- LEGEND**
- HORIZONTAL SOIL BORING
 - VERTICAL SOIL BORING
 - SOIL EXCEEDS APPLICABLE RRS
 - SURVEY MARKERS
 - SIDEWALK REMOVED AND REPLACED TO ACCESS SB-1
 - JUNE 2006 SOIL SAMPLE RESULTS BELOW ALL APPLICABLE RRS
 - STAIRS
 - CONCRETE
 - 2007 EXCAVATION LIMITS
 - TYPE V RESTRICTED AREA

NOTES
 ALL CONCENTRATION UNITS IN µg/kg.



SOIL SAMPLE RESULTS SUMMARY
 AUGUST 2010
 SMITH WRECKING SERVICE - HSI #10209
 435 JOHNSON DRIVE - SYLVANIA, GEORGIA



| LINE | BEARING | DISTANCE | POINT |
|------|---------------|----------|-------|
| 116 | S 23°01'14" E | 6.31 | 116 |
| 117 | S 17°01'14" E | 3.27 | 117 |
| 118 | S 28°33'39" W | 4.27 | 118 |
| 119 | S 23°01'14" W | 14.10 | 119 |
| 120 | N 68°10'42" W | 4.11 | 120 |
| 121 | N 18°33'33" W | 13.88 | 121 |
| 122 | N 18°33'33" W | 1.88 | 122 |
| 123 | S 22°53'21" W | 0.46 | 123 |
| 124 | N 17°01'14" W | 1.86 | 124 |
| 125 | S 22°53'21" W | 0.35 | 125 |
| 126 | N 17°01'14" W | 18.73 | 126 |
| 127 | N 23°01'14" E | 4.03 | 127 |
| 128 | N 09°01'14" E | 20.00 | 128 |
| 129 | S 22°53'21" E | 0.10 | 129 |
| 130 | S 22°53'21" E | 0.05 | 130 |
| 131 | N 48°22'00" E | 0.05 | 131 |
| 132 | N 7°07'14" E | 0.10 | 132 |
| 133 | S 82°07'14" E | 7.07 | 133 |
| 134 | S 18°33'33" E | 0.01 | 134 |
| 135 | S 20°00'00" W | 0.11 | 135 |
| 136 | S 17°01'14" W | 14.43 | 136 |
| 137 | S 10°29'14" E | 2.40 | 137 |
| 138 | N 10°29'14" E | 0.37 | 138 |
| 139 | N 7°07'14" E | 0.37 | 139 |
| 140 | S 17°01'14" E | 0.07 | 140 |
| 141 | S 22°53'21" E | 0.07 | 141 |
| 142 | S 22°53'21" E | 14.57 | 142 |
| 143 | S 17°01'14" E | 14.57 | 143 |

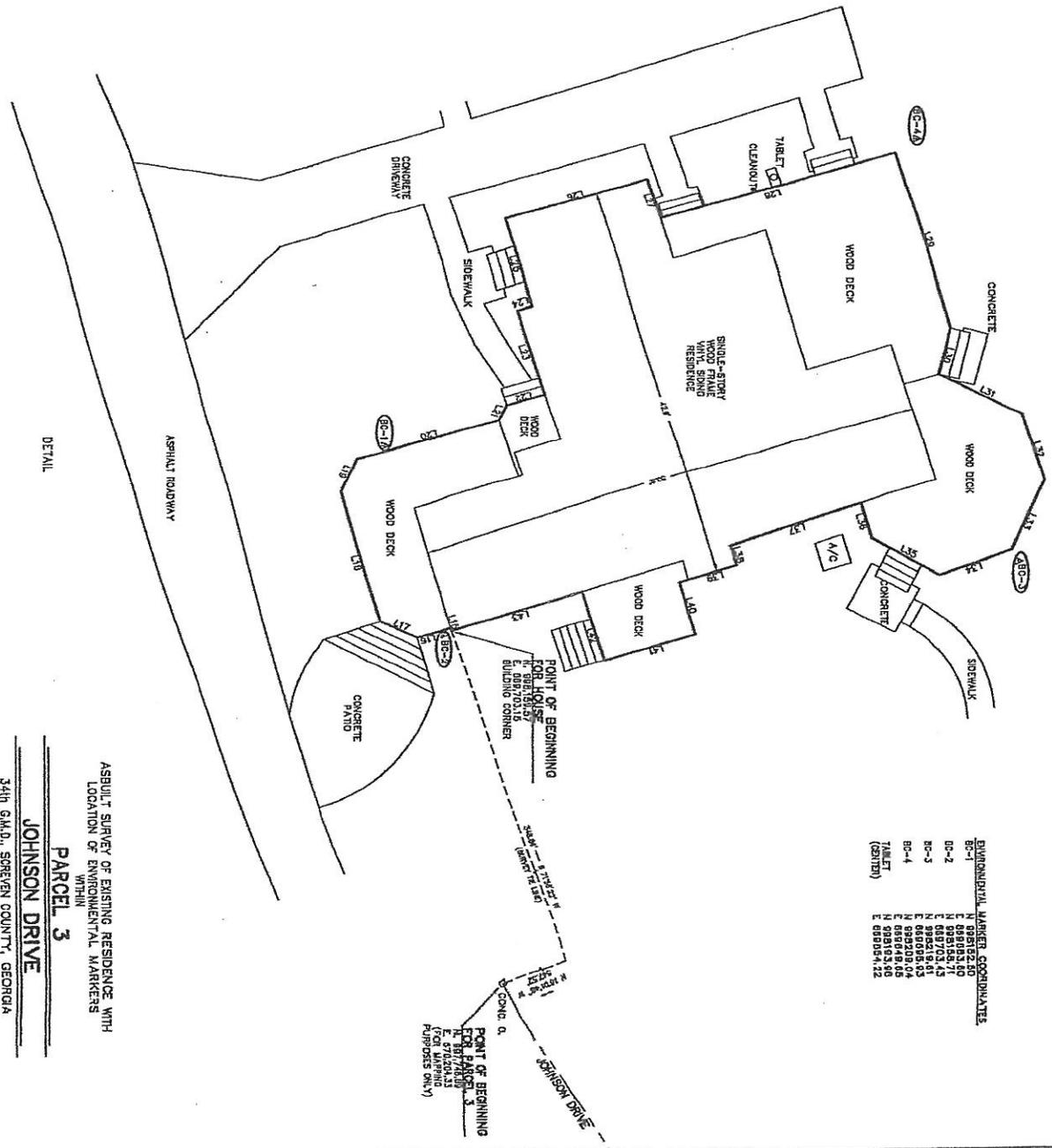
LEGEND
 N/W - NOW OR FORMERLY
 R/W - RIGHT-OF-WAY
 A. - ACRES
 CONG. O. - CONCRETE MONUMENT, OLD (FOUND)
 CONG. C. - CONCRETE MARKER (SET BY B.M.)
 TABLET - CONCRETE MARKER (SET BY B.M.)

REFERENCE PLAN:
 1) PROPERTY SURVEY FOR HENRY F. MAERHOFFER, JR., BOWNE W. MAERHOFFER DRIVE, WILSON, GA. 30096, DA. P.L.S. NO. 1983
 BY MAERHOFFER, JR. & PARTNERS, C.A. P.L.S. NO. 1983

NOTE:
 1) TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ALL ANGLES, BEARINGS, MEASUREMENTS OF DISTANCES, AND AREAS, AND THE POSITION OF ALL POINTS, ARE TRUE TO THE ORIGINAL SURVEY AND IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF GEORGIA LAW, 1978.
 2) THIS SURVEY CONSISTS OF TWO SHEETS.



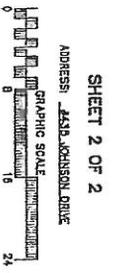
PREPARED FOR: ENVIRONMENTAL RESOURCES MANAGEMENT



ENVIRONMENTAL MARKER COORDINATES

| MARKER | Easting | Northing |
|----------------|-----------|-----------|
| BE-1 | 698703.60 | 698703.60 |
| BE-2 | 698703.71 | 698703.71 |
| BE-3 | 698703.43 | 698703.43 |
| BE-4 | 698703.05 | 698703.05 |
| TABLET (20170) | 698703.04 | 698703.04 |
| TABLET (20170) | 698703.06 | 698703.06 |
| TABLET (20170) | 698703.22 | 698703.22 |

ASBUILT SURVEY OF EXISTING RESIDENCE WITH LOCATION OF ENVIRONMENTAL MARKERS WITHIN **PARCEL 3**
 JOHNSON DRIVE
 34th G.M.D., SORREN COUNTY, GEORGIA
 SCALE: 1/8" = 1'-0" DATE: 03/31/2011 JOB NO: 0407022A



SG SURVEYING CONSULTANTS
 17 Ardmore Drive, Suite C, Dunwoody, GA 30115
 404-488-8800 (FAX) 404-488-8800 (CELL) 404-488-8800 (OFFICE)
 www.sgsc.com

SHEET 2 OF 2
 ADDRESS: 4528 JOHNSON DRIVE

ANNUAL TYPE 5 PROPERTY EVALUATION AND COMPLIANCE FORM
SMITH WRECKING SERVICE SITE, HSI# 10209
435 JOHNSON DRIVE, SYLVANIA, GEORGIA, TAX PARCEL 082-014A

| TYPE | No. | CRITERIA RESPONSE | YES | NO |
|--|-----|---|-----|----|
| Engineering Control Component Inspected ¹ | 1 | Any evidence of damage to the components of the engineering controls? If yes, please attach written explanation and steps taken to complete repair. | | |
| Enclosed Porches | 1a | | | |
| Wooden Decking | 1b | | | |
| Markers-Marble and Brass | 1c | | | |
| Other (i.e. foundation integrity) | 1d | | | |
| Disturbance by qualified personnel. | 2 | Was Type 5 Area disturbed by qualified personnel? If yes, please attach details. | | |
| Property Instruments | 3 | Do all leases or other property instruments for the site have the applicable deed notice language inserted into them? | | |
| | 3a | If no to 2, provide a written explanation (attached) to EPD. | | |
| Inspection | 4 | Date of inspection: | | |
| | 4a | Name of inspector: | | |
| | 4b | Details of inspection (attached): | | |
| | 4c | Photographs showing current land use (attached) | | |
| | 4d | Weather Conditions/ Temperature (°F): | | |

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

¹ Disturbance, removal, or destruction of any component of the Type 5 remedy will constitute major damage to the Type 5 Area and must be addressed in accordance with Section 9 of the Maintenance Plan for Type 5 Area, Smith Wrecking Service Site.