


Doc ID: 006078320016 Type: COVE
Recorded: 08/27/2013 at 12:41:00 PM
Fee Amt: \$40.00 Page 1 of 16
Floyd County Superior Court
Barbara H. Penson Clerk
BK 2368 PG 774-789

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 Martin Luther King, Jr. Drive, SE
Suite 1154 East Tower
Atlanta, Georgia 30334

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 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 O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor:

General Electric Company
Attn: Cody Platt
1935 Redmond Circle
Rome, Georgia 30165

Holder:

Rome-Floyd County Development Authority
c/o J. Anderson Davis, Esq.
Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP
P.O. Box 5007
Rome, Georgia 30162-5007

**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 1154 East Tower
Atlanta, Georgia 30334

Parties with interest in the Property: None

Property:

The property is located in Land Lots 91, 92, 93, 124, 125 and 126 of the 4th District of Floyd County, Georgia. The Property consists of approximately 123.129 acres and was the undeveloped portion of the larger General Electric Manufacturing Facility property. A complete legal description of the property is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Numbers: <Tax ID parcel number> of Floyd County, Georgia

Name and Location of Administrative Records:

The land use controls at the Property that are the subject of this Environmental Covenant are described in the "Activity and/or Use Limitation(s)" section of this covenant. Additional documentation is available at the following locations:

Georgia Environmental Protection Division
Land Protection Branch
Hazardous Waste Corrective Action Program
2 MLK Jr. Drive, SE, Suite 1154 East Tower
Atlanta, Georgia 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property is subject to a Resource Conservation Recovery Act (RCRA) hazardous waste facility permit [HW-043(S&CA)-3] and has been designated as needing corrective action due to the presence of hazardous waste, hazardous waste constituents, or hazardous constituents regulated under the Georgia Hazardous Waste Management Act, § 12-8-60 et seq. (Act) and the Georgia Hazardous Waste Management Rules 391-3-11 (Rules). Contact the property 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 General Electric Company (hereinafter "GE"), its successors and assigns, the Rome-Floyd County Development Authority, 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 the following hazardous waste constituents, hazardous constituents and/or regulated substances occurred on the Property: Polychlorinated biphenyls were released into the soil in certain areas of the Property. The soil in those areas has been remediated. Approximately 1,200 soil samples in 1,000 locations on the property have been taken and analyzed confirming that the Property is suitable for non-residential uses.

Attached as Exhibit C is a figure depicting the areas of the Property where samples indicated exceedances of the risk reduction standards for residential properties. These limited areas will be referred to herein as the "Affected Areas".

The hazardous waste constituents, hazardous constituents and/or regulated substances listed above are "hazardous constituents," "hazardous waste constituents," and/or "regulated substances" as defined under the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 and the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90, *et seq.* and the rules promulgated thereunder (hereinafter "HWMA" and "HSRA," respectively). Hazardous waste constituents, hazardous constituents, and/or regulated substances at the Property are present below cleanup standards applicable to industrial settings and above cleanup standards applicable to residential settings. Since the concentration of constituents and/or substances is above the residential cleanup standards, exposure to contamination is restricted by land use controls (limiting property usage to non-residential) to protect human health and the environment.

Grantor, GE, hereby binds Grantor, its successors and assigns to the activity and use restrictions for the property identified herein and grants such other rights under this Environmental Covenant in favor of the Rome-Floyd County Development Authority and EPD. EPD shall have full right of enforcement and the rights conveyed under this Environmental Covenant pursuant to HWMA, HSRA, 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.

GE 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) as Owner. 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 land use restriction.

The Environmental Covenant shall inure to the benefit of the Rome-Floyd County Development Authority, EPD, GE and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, the Rome-Floyd County Development Authority or its successors and assigns, GE 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 following:

- a. The Owner's intent to change the use of the Affected Areas, apply for building permit(s), or propose any site work that would affect the Affected Areas.
 - b. Owner's intent to convey any interest in the Affected Areas. No conveyance of title, easement, lease, or other interest in the Affected Areas shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the land use restriction.
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. Periodic Reporting. The Owner shall inspect the Affected Areas at least annually to ensure compliance with this document. Annually, by no later than December 31, following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Property Evaluation Form attached to this document as Exhibit D. This report should include photographs of the Affected Areas and will document maintenance and inspection activities and whether or not the activity and use limitations in this Environmental Covenant are being abided by in the Affected Areas.
 5. Activity and Use Limitation(s). Use of the Affected Areas shall be limited to the following:
 - a. Non-residential uses defined as any real property not currently being used for human habitation or other purposes with similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification (SIC) major groups 01-97 inclusive (except the four digit codes 4941, 8051, 8059, 8062-3, 8069, 8211, 8221-2, 8351, 8661, and 9223). Any residential use on the Affected Areas shall be prohibited.
 - b. Any activity on the Affected Areas that may result in the release of, or exposure to, the regulated substances, or create a new exposure pathway is prohibited.
 6. Right of Access. In addition to any rights already possessed by EPD and/or the Rome-Floyd County Development Authority, the Owner shall allow authorized representatives of EPD and/or the Rome-Floyd County Development Authority the right to enter the Property at reasonable times for the purpose of evaluating the land use controls; to take samples, to inspect the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the land use controls.
 7. 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 Floyd County 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) the Rome-Floyd County Development Authority (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.
 8. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines that the Property meets the residential cleanup 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), and is in compliance with the Type 1 or 2 Risk

Reduction Standards for residential properties, as defined in the Rules, whereupon the Environmental Covenant may be amended or revoked in accordance with O.C.G.A. § 44-16-1 *et seq.*

9. 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.
10. 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 7 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:

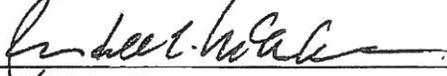
Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1154 East Tower
Atlanta, GA 30334

General Electric Company
Attn: Cody Platt
1935 Redmond Circle
Rome, Georgia 30165

Rome-Floyd County Development Authority
J. Anderson Davis
Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP
P. O. Box 5007
Rome, GA 30162-5007

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 14 day of August, 2013.

GENERAL ELECTRIC COMPANY



Randall McAlister
Executive Manager – Environmental Remediation

Dated: 26 July 2013

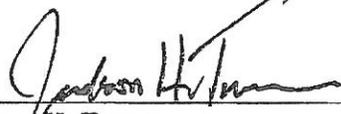
ROME-FLOYD COUNTY DEVELOPMENT AUTHORITY



James N. (Doc) Kibler
Chairman

Dated: 7/24/13

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**



Judson H. Turner
Director

Dated: August 14, 2013

STATE OF Connecticut
COUNTY OF Fairfield

[CORPORATE ACKNOWLEDGMENT]

On this 26th day of July, 2013, I certify that Randall McAlister personally appeared before me, acknowledged that he/she is the Executive Manager – Environmental Remediation 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/she was authorized to execute said instrument for said corporation.

Paul Medalla

Notary Public in and for the State of
Connecticut, residing at Fairfield.
My appointment expires 5/31/18.

PAUL MEDALLA
NOTARY PUBLIC
MY COMMISSION EXPIRES 5/31/18

[CORPORATE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ 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/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of
Georgia, residing at _____
My appointment expires _____.

[REPRESENTATIVE ACKNOWLEDGMENT]

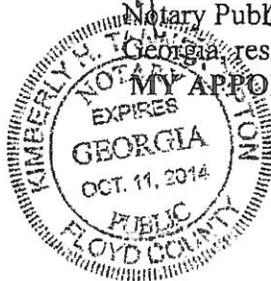
STATE OF GEORGIA
COUNTY OF FLOYD

On this ~~29th~~ day of July, 2013, I certify that James N. (Doc) Kibler personally appeared before me, acknowledged that **he** signed this instrument, on oath stated that **he** was authorized to execute this instrument, and acknowledged it as the Chairman of the Rome-Floyd County Development Authority to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Kimberly H. Tanner Dister

Notary Public in and for the State of
Georgia, residing at Floyd Co.

MY APPOINTMENT EXPIRES 10.11.14



[REPRESENTATIVE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this 14 day of August, 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.



Crystal Jenkins
Notary Public in and for the State of
Georgia, residing at Spalding.
My appointment expires 11/22/17.

Exhibit A
Legal Description

WRITTEN DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 91,92,93,124,125 AND 126 4th DISTRICT, 4th SECTION, IN THE CITY OF ROME, FLOYD COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rebar marking the intersection of the southerly right of way of Redmond Circle (varying right of way) and the westerly right of way of Lavender Drive (varying right of way);

THENCE South 26 degrees 07 minutes 02 seconds East for a distance of 400.00 feet along the westerly right of way of Lavender Drive to 1/2 inch rebar;

THENCE South 63 degrees 52 minutes 58 seconds West for a distance of 5.00 feet along said right of way to a 1/2 inch rebar;

THENCE South 26 degrees 07 minutes 02 seconds East for a distance of 700.00 feet along said right of way to a 1/2 inch rebar;

THENCE North 63 degrees 52 minutes 58 seconds East for a distance of 5.00 feet along said right of way to a 1/2 inch rebar;

THENCE South 26 degrees 06 minutes 36 seconds East for a distance of 1706.74 feet along said right of way to a concrete monument;

THENCE South 63 degrees 52 minutes 48 seconds West for a distance of 1515.09 feet leaving said right of way to a concrete monument on the northerly right of way of the Norfolk Southern Railroad (66 foot right of way);

THENCE North 74 degrees 18 minutes 01 seconds West for a distance of 1811.02 feet along the northerly right of way of said railroad to a 1/2 inch rebar;

THENCE North 00 degrees 00 minutes 00 seconds East for a distance of 749.56 feet to a 1/2 inch rebar;

THENCE South 89 degrees 31 minutes 46 seconds East for a distance of 1816.05 feet to a 1/2 inch rebar;

THENCE North 00 degrees 32 minutes 33 seconds East for a distance of 785.26 feet to a 1/2 inch rebar;

THENCE North 44 degrees 29 minutes 12 seconds West for a distance of 1099.82 feet to a 1/2 inch rebar;

THENCE North 00 degrees 11 minutes 57 seconds West for a distance of 147.09 feet to a 1/2 inch rebar;

THENCE North 89 degrees 20 minutes 39 seconds West for a distance of 335.78 feet to a 1/2 inch rebar at the back of curb;

THENCE North 89 degrees 28 minutes 00 seconds West for a distance of 823.27 feet along curb line to a 1/2 inch rebar at the

back of curb;

THENCE North 00 degrees 32 minutes 02 seconds East for a distance of 18.59 feet to a P.K. nail in asphalt;

THENCE North 89 degrees 30 minutes 19 seconds West for a distance of 70.47 feet to a P.K. nail in asphalt;

THENCE South 00 degrees 26 minutes 49 seconds West for a distance of 18.59 feet to a 1/2 inch rebar at the back of curb;

THENCE North 89 degrees 29 minutes 13 seconds West for a distance of 730.80 feet to a 1/2 inch rebar;

THENCE South 89 degrees 54 minutes 35 seconds West for a distance of 120.33 feet to a 1/2 inch rebar;

THENCE South 00 degrees 54 minutes 01 seconds West for a distance of 236.49 feet to a 1/2 inch rebar;

THENCE South 45 degrees 04 minutes 46 seconds West for a distance of 514.77 feet to a 1/2 inch rebar;

THENCE South 89 degrees 54 minutes 10 seconds West for a distance of 101.15 feet to a 1/2 inch rebar;

THENCE North 00 degrees 58 minutes 21 seconds West for a distance of 419.02 feet to a 1/2 inch rebar on the easterly right of way of Redmond Circle;

THENCE along a curve to the right having a radius of 446.00 feet and an arc length of 189.08 feet, being subtended by a chord of North 13 degrees 47 minutes 52 seconds East for a distance of 187.67 feet along said right of way to a 1/2 inch rebar;

THENCE North 26 degrees 55 minutes 51 seconds East for a distance of 161.43 feet along said right of way to a 1/2 inch rebar;

THENCE along a curve to the right having a radius of 268.00 feet and an arc length of 286.19 feet, being subtended by a chord of North 60 degrees 55 minutes 30 seconds East for a distance of 272.78 feet along said right of way to a 1/2 inch rebar;

THENCE South 88 degrees 55 minutes 28 seconds East for a distance of 242.67 feet along said right of way to a 1/2 inch rebar;

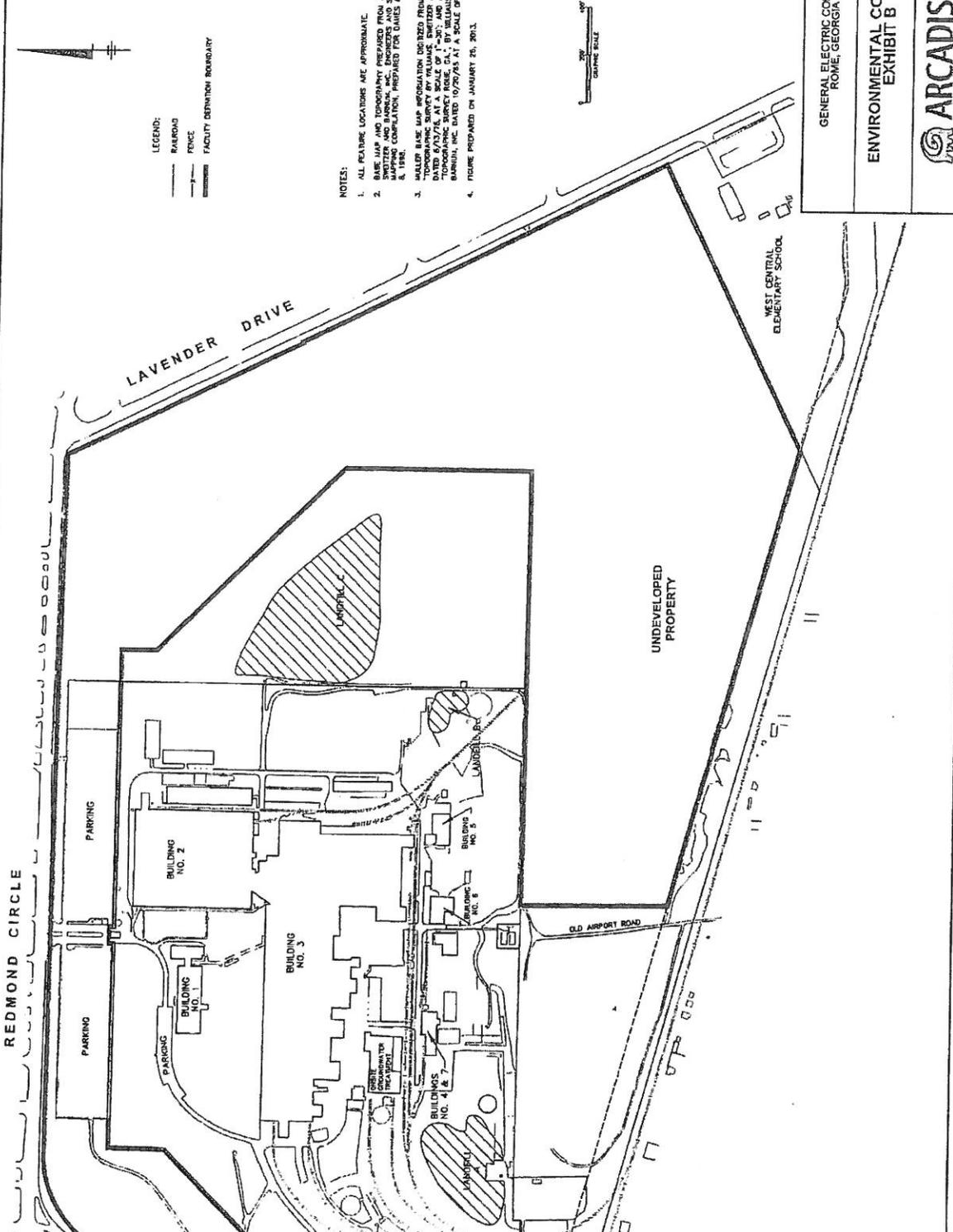
THENCE South 89 degrees 05 minutes 15 seconds East for a distance of 1827.70 feet along said right of way to a 1/2 inch rebar;

THENCE South 88 degrees 59 minutes 12 seconds East for a distance of 947.00 feet along said right of way to the 1/2 inch rebar at the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 123.129 acres more or less.

Exhibit B
Map



LEGEND:
 RAILROAD
 FENCE
 FACILITY DEFINITION BOUNDARY

- NOTES:
1. ALL FEATURE LOCATIONS ARE APPROXIMATE.
 2. BASE MAP AND TOPOGRAPHY PROVIDED FOR THIS MAP BY WILLIAM SWITZER AND BARUCH, INC. ENGINEERS AND SURVEYORS, INC. DATED 6/15/76, AT A SCALE OF 1"=20'; AND A SURVEY CONTROL POINT ESTABLISHED BY BARUCH, INC. DATED 10/27/75 AT A SCALE OF 1"=20'.
 3. WALKER BASE MAP INFORMATION WAS DERIVED FROM A SURVEY DATED 6/15/76, AT A SCALE OF 1"=20'; AND A SURVEY CONTROL POINT ESTABLISHED BY BARUCH, INC. DATED 10/27/75 AT A SCALE OF 1"=20'.
 4. FIGURE PREPARED ON JANUARY 25, 2011.

GENERAL ELECTRIC COMPANY
 ROME, GEORGIA

ENVIRONMENTAL COVENANT
 EXHIBIT B

ARCADIS

EXHIBIT
B

REDMOND CIRCLE
 LAVENDER DRIVE
 UNDEVELOPED PROPERTY
 WEST CENTRAL ELEMENTARY SCHOOL
 OLD AIRPORT ROAD
 N RAILWAY

Exhibit C
Map of Affected Areas

Exhibit D
Annual Property Evaluation Form

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site subject to the Georgia Hazardous Waste Management Act meet the following definition of non-residential property as defined in item 5.a. in the "Activity and/or Use Limitation(s)" section of the Environmental Covenant?		
	1a	If no to 1, provide a written explanation* (attached) to the EPD within 30 days.		
Current Activities	2	Since the last reporting period, have any activities been conducted on the Property that may result in the release of, or exposure to, the hazardous waste constituents, hazardous constituents and/or regulated substances, or create a new exposure pathway? (See item 5.b. in the "Activity and/or Use Limitation(s)" section of the Environmental Covenant.)		
	2a	If yes to 2, are corrective measures being taken? If yes, please indicate what those measures are.		
Erosion	3	Is there evidence of soil erosion in the affected areas of the property?		
	3a	If yes to 3, is there evidence of erosion of these soils to off-property areas?		
	3b	If yes to 3 and/or 3a, are corrective measures being taken?		
	3c	If yes to 2, 2a, 3, 3a, and/or 3b, 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 5, provide a written explanation* (attached) to the EPD within 30 days.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	Photographs showing current status of all affected areas (attached)		

*Providing an explanation does not automatically invalidate the requirement.

Certification:

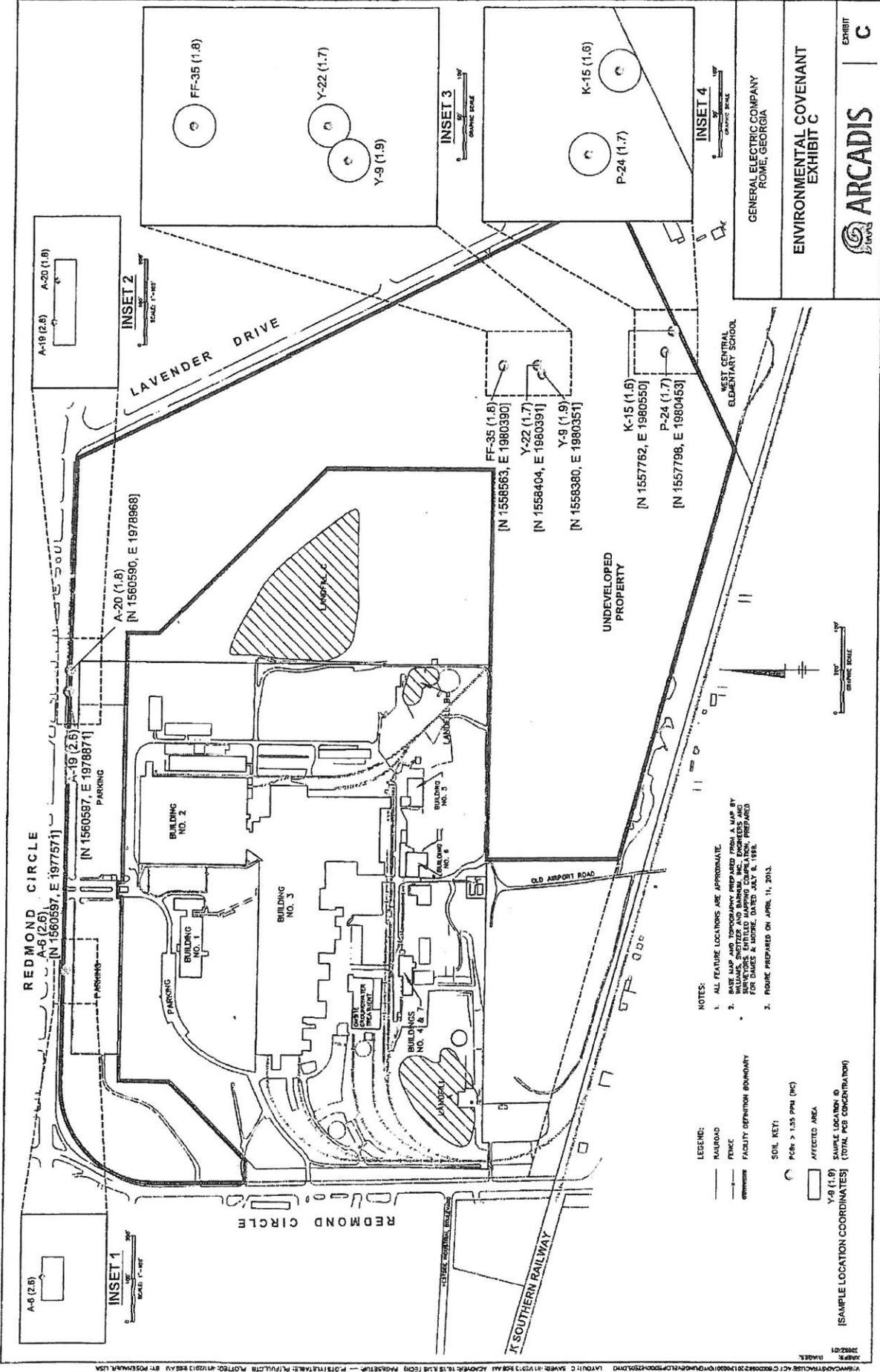
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage 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



A-19 (2.6) A-20 (1.8)

INSET 2
SCALE 1"=100'

INSET 3
SCALE 1"=100'

INSET 4
SCALE 1"=100'

REDMOND CIRCLE
A-6 (2.6)
[N 1560597, E 1977571]

A-19 (2.6)
[N 1560597, E 1978871]

A-20 (1.8)
[N 1560590, E 1978968]

FF-35 (1.8)
[N 1556563, E 1980390]

Y-22 (1.7)
[N 1558404, E 1980391]

Y-9 (1.9)
[N 1556380, E 1980351]

K-15 (1.6)
[N 1557762, E 1980550]

P-24 (1.7)
[N 1557798, E 1980463]

UNDEVELOPED
PROPERTY

- NOTES:
1. ALL FEATURE LOCATIONS ARE APPROXIMATE.
 2. BASE MAP AND TOPOGRAPHY PREPARED FROM A MAP BY THE U.S. GEOLOGICAL SURVEY, 1988. THE SURVEY DATA WAS OBTAINED FROM THE U.S. GEOLOGICAL SURVEY, PREPARED FOR DAMES & MOORE, DATED JULY 8, 1988.
 3. FIGURE PREPARED ON APRIL 11, 2013.

- LEGEND:
- RAILROAD
 - FENCE
 - FACILITY DEFINITION BOUNDARY
- SOIL KEY:
- PCB > 135 PPM (HC)
 - AFFECTED AREA
- Y-9 (1.9) SAMPLE LOCATION @
[SAMPLE LOCATION COORDINATES] (TOTAL PCB CONCENTRATION)

GENERAL ELECTRIC COMPANY
ROME, GEORGIA

ENVIRONMENTAL COVENANT
EXHIBIT C



EXHIBIT
C

A-6 (2.6)

INSET 1
SCALE 1"=100'

SCALE 1"=100'

REDMOND CIRCLE
A-6 (2.6)
[N 1560597, E 1977571]

A-19 (2.6)
[N 1560597, E 1978871]

A-20 (1.8)
[N 1560590, E 1978968]

FF-35 (1.8)
[N 1556563, E 1980390]

Y-22 (1.7)
[N 1558404, E 1980391]

Y-9 (1.9)
[N 1556380, E 1980351]

K-15 (1.6)
[N 1557762, E 1980550]

P-24 (1.7)
[N 1557798, E 1980463]

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- LEGEND:
- RAILROAD
 - FENCE
 - FACILITY DEFINITION BOUNDARY
- SOIL KEY:
- PCB > 135 PPM (HC)
 - AFFECTED AREA
- Y-9 (1.9) SAMPLE LOCATION @
[SAMPLE LOCATION COORDINATES] (TOTAL PCB CONCENTRATION)

GENERAL ELECTRIC COMPANY
ROME, GEORGIA

ENVIRONMENTAL COVENANT
EXHIBIT C



EXHIBIT
C

Exhibit D
Annual Property Evaluation Form

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this former HSRA site subject to the Georgia Hazardous Waste Management Act meet the following definition of non-residential property as defined in item 5.a. in the "Activity and/or Use Limitation(s)" section of the Environmental Covenant?		
	1a	If no to 1, provide a written explanation* (attached) to the EPD within 30 days.		
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	2a	If yes to 2, are corrective measures being taken? If yes, please indicate what those measures are.		
Erosion	3	Is there evidence of soil erosion in the affected areas of the property?		
	3a	If yes to 3, is there evidence of erosion of these soils to off-property areas?		
	3b	If yes to 3 and/or 3a, are corrective measures being taken?		
	3c	If yes to 2, 2a, 3, 3a, and/or 3b, 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 5, provide a written explanation* (attached) to the EPD within 30 days.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	Photographs showing current status of all affected areas (attached)		

*Providing an explanation does not automatically invalidate the requirement.

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