

After Recording Return to:

CROSS-REFERENCE: Deed Book:  
Page:

<Grantor or Holder Point Of Contact>

## Environmental Covenant

This instrument is an Environmental Covenant executed for the property identified below (hereinafter “the Property”) as part of an environmental response project to address regulated substances released into the environment that have migrated onto the Property in the groundwater. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

**Fee Owner of Property/Grantor:** <Company Name or individual(s)> (hereinafter “Grantor”)  
<Mailing address>

**Grantee/Holder:** <Company Name or individual(s) representing source property> (hereinafter “Grantee/Holder”)  
<Mailing address>

**Grantee/Entity with express power to enforce:** State of Georgia  
Department of Natural Resources  
Environmental Protection Division (hereinafter “EPD”)  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

### Property Information:

The property subject to this Environmental Covenant is located at <street address> in <city>, <county name> County, Georgia (hereinafter “Property”). This tract of land was conveyed on \_\_\_\_ from \_\_\_\_ to \_\_\_\_ recorded in Deed Book \_\_\_, Page \_\_\_, <county name> County Records. The Property is located in Land Lot \_\_\_\_\_ of the \_\_\_\_th District of <county name> County, Georgia. A complete legal description of the Property is attached as Exhibit A.

Tax Parcel Number(s) <Tax ID parcel number> of <insert name> County, Georgia

### Name and Location of Administrative Record:

The administrative record for the environmental response project is identified as file <insert file identification number and file name>. This record is available for review at the following location:

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

### **Declaration of Covenant:**

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor, Grantee/Holder, EPD, and their respective successors and assigns.

Grantor makes the following declaration as to restrictions 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. 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).

Grantor hereby binds Grantor, its successors and assigns to the following activity and use limitation for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Grantee/Holder and EPD.

### **Activity and/or Use Limitation**

Groundwater Use Limitation. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

### **General Provisions**

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 limitation set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.

Access. Grantor shall provide reasonable access to Grantee/Holder or its assigns to verify compliance for annual reporting to EPD.

Effective Date. 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).

Benefit. This Environmental Covenant shall inure to the benefit of Grantee/Holder, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee/Holder 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.

Termination or Modification. This 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 is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be amended or terminated, as appropriate, in accordance with O.C.G.A. § 44-16-1 *et seq.*

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.

Warranty. Grantor hereby represents and warrants to the other signatories hereto 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 and in accordance with O.C.G.A. § 44-16-1 *et seq.*

**Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

Signed, sealed, and delivered in the presence of:

**For Grantor:**

\_\_\_\_\_  
Unofficial Witness (*Signature*)

\_\_\_\_\_  
Name of Grantor (*Print*)

\_\_\_\_\_  
Unofficial Witness Name (*Print*)

\_\_\_\_\_  
Authorized Representative (*Signature*)

(Seal)

\_\_\_\_\_  
Authorized Representative Name (*Print*)

\_\_\_\_\_  
Unofficial Witness Address (*Print*)

\_\_\_\_\_  
Title of Authorized Representative (*Print*)

\_\_\_\_\_  
Notary Public (*Signature*)

Dated:\_\_\_\_\_  
(NOTARY SEAL)

My Commission Expires:\_\_\_\_\_

Signed, sealed, and delivered in the presence of:

**For Grantee/Holder:**

\_\_\_\_\_  
Unofficial Witness (*Signature*)

\_\_\_\_\_  
Name of Grantee/Holder (*Print*)

\_\_\_\_\_  
Unofficial Witness Name (*Print*)

\_\_\_\_\_  
Authorized Representative (*Signature*)

(Seal)

\_\_\_\_\_  
Authorized Representative Name (*Print*)

\_\_\_\_\_  
Unofficial Witness Address (*Print*)

\_\_\_\_\_  
Title of Authorized Representative (*Print*)

\_\_\_\_\_  
Notary Public (*Signature*)

Dated:\_\_\_\_\_

(NOTARY SEAL)

My Commission Expires:\_\_\_\_\_

Signed, sealed, and delivered in the presence of:

**For the State of Georgia  
Environmental Protection Division:**

\_\_\_\_\_  
Unofficial Witness (*Signature*)

\_\_\_\_\_  
Unofficial Witness Name (*Print*)

\_\_\_\_\_  
(*Signature*) (Seal)

\_\_\_\_\_  
Unofficial Witness Address (*Print*)

Judson H. Turner  
Director

\_\_\_\_\_  
Notary Public (*Signature*)

Dated:\_\_\_\_\_  
(NOTARY SEAL)

My Commission Expires:\_\_\_\_\_

Exhibit A  
Legal Description