



Joan B. Sasine
Direct: 404.572-6647
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joan.sasine@bryancave.com

RECEIVED
Georgia EPD

JUL 19 2012

Response and Remediation Program

July 16, 2012

CERTIFIED MAIL-RETURN RECEIPT REQUESTED
ARTICLE NO. 7010 2780 0003 4447 9240

David Brownlee
Response & Remediation
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive
Suite 1462 East
Atlanta, Georgia 30334-9000

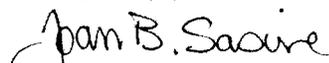
Re: Dickies Industrial Services, Inc.
College Park, Georgia

Dear Mr. Brownlee:

On behalf of Dickies Industrial Services, Inc. ("Dickies"), enclosed is a copy of the environmental covenant containing activity and use limitations that Dickies filed to meet its obligations under the Georgia Voluntary Remediation Program Act. The entities listed in O.C.G.A. 44-16-7(a) 1 through 6 were also sent a file stamped copy. Copies of the letters are attached.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Joan B. Sasine

Bryan Cave LLP
One Atlantic Center
Fourteenth Floor
1201 W. Peachtree St., NW
Atlanta, GA 30309
Phone (404) 572-6600
Fax (404) 572-6999
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JBS/cl
Enclosures

cc: Jacki Scarbary

Deed Book 51395 Pg 18
Filed and Recorded Jul-10-2012 02:56pm
2012-0180895
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After Recording Return to:
Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334

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:

Dickies Industrial Services, Inc.
c/o Tobin Clark, Esq.
Williamson-Dickie Manufacturing Company
319 Lipscomb
Fort Worth, Texas 76104

Grantee/Holder:

Williamson-Dickie Manufacturing Company
319 Lipscomb
Fort Worth, Texas 76104

**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 1152 East Tower
Atlanta, Georgia 30334

Other Parties with interest in the Property:

Workrite Uniform Company
2411 Sullivan Road
College Park, Georgia 30337
Attn: Sam Hill

Property:

The property subject to this Environmental Covenant is the Dickies Industrial Services, Inc. property (hereinafter "Property"), located in College Park, Fulton County, Georgia. Tax Parcel 13-0036-LL-135-6 (a.k.a. Tract A) was conveyed on September 28, 1990 from Williamson-Dickie Manufacturing Company to Dickies Industrial Services, Inc. recorded in Deed Book 14730, Page 333, Fulton County Records. It is located in Land Lot 36 of the 13th District of Fulton County, Georgia and contains .83 acres. Tax Parcel 13-0036-LL-146-3 (a.k.a. Tract B) was conveyed on April 25, 1991 from Robert H. Brooks to Dickies Industrial Services, Inc. recorded in Deed Book 14225, Page 130, Fulton County Records. It is located in Land Lot 36 of the 13th District of Fulton County, Georgia and contains .68 acres. Dickie Williamson and J. Donovan Williamson to Dickies Industrial Services, Inc. recorded in Deed Book 5944, Page 318, Fulton County Records. A complete legal description of Tracts A and B is attached as Exhibit A and a tax parcel map is attached as Exhibit B.

Tax Parcel Number(s):

13-0036-LL-146-3 and 13-0036-LL-135-6 of Fulton 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 document[s]:

- Voluntary Remediation Plan and application dated May 21, 2010
- Voluntary Remediation Program Compliance Status Report ("VCSR") dated March 30, 2011
- Plan to Maintain Compliance (Appendix M of the VCSR)
- VCSR approval letter dated April 30, 2012

These documents are available at the following locations:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 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 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 Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Dickies Industrial Services, Inc., its successors and assigns, Williamson-Dickie Manufacturing Company, 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 tetrachloroethylene and its degradation products occurred on the Property. Tetrachloroethylene and its degradation products 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 institutional controls (limitation on use of the property to non-residential activities) to protect human health and the environment.

Grantor, Dickies Industrial Services, Inc. (hereinafter "DISI"), hereby binds Grantor, 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 Williamson-Dickie Manufacturing Company 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.

DISI 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).

The Environmental Covenant shall inure to the benefit of Williamson-Dickie Manufacturing Company, EPD, DISI and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Williamson-Dickie Manufacturing Company or its successors and assigns, DISI 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 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. **Periodic Reporting.** Until the EPD determines that Tax Parcels 13-0036-LL-1463 and 13-0036-LL-1356 meet Type 1 or Type 2 risk reduction standards for soil, the Owner shall submit to EPD

annually, by no later than July 1 following the effective date of this Environmental Covenant, 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, as specified in the EPD approved Plan To Maintain Compliance attached as Exhibit C.

5. Activity and Use Limitation(s). Until the EPD determines that Tax Parcels 13-0036-LL-1463 and 13-0036-LL-1356 meets Type 1 or Type 2 risk reduction standards for soil, Tax Parcels 13-0036-LL-1463 and 13-0036-LL-1356 shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Fulton County's zoning regulations as of the date of this Environmental Covenant.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other use shall be prohibited until HSRA regulated substances are treated to below the applicable RRS for groundwater. Any extracted groundwater from construction or utility work dewatering activities should be managed and disposed of in accordance with applicable rules and regulations. Should any dewatering of groundwater construction or utility work purposes be necessary, a sanitary sewer system discharge permit should be acquired from Fulton County. The extracted water should be pretreated to Fulton County requirements prior to discharge into the sanitary sewer system. Extracted groundwater should not be discharged into the storm water system or surface waters. All management of impacted groundwater should be done in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Prior to conducting construction or subsurface utility work that may result in exposure to groundwater, a worker must have appropriate HAZWOPER training per OSHA's Hazardous Waste Operations and Emergency Response Standard 29 CFR 1910.120, and perform the work in accordance with a Health and Safety Plan prepared by a qualified safety professional. All management of impacted soil or groundwater performed in the execution of work should be done in accordance with this section.
7. Groundwater Monitoring. The Owner shall sample and analyze the following wells annually: MW-1, MW-18D, MW-10, MW-10A, MW-38, MW-38A, MW-19, MW-20, MW-25, MW-9, MW-37, MW-37A, MW-28-R and MW-29-R for five (5) years or a lesser period if approved by EPD unless the Director determines that further monitoring is necessary to protect human health and the environment. Test results shall be submitted to EPD on July 1 of each year.
8. Protection of Unnamed Tributary Northeast of the Property. The Owner shall provide verification of a fate and transport model by calibrating to existing site conditions and validating the model from future monitoring events in accordance with the comments in EPD's April 30, 2012 VCSR approval letter.
9. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area as shown in Exhibit D. Disturbance or removal of such markers is prohibited.
10. Right of Access. In addition to any rights already possessed by EPD and/or Williamson-Dickie Manufacturing Company, the Owner shall allow authorized representatives of EPD and/or Williamson-Dickie Manufacturing Company the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.
11. 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) Williamson-Dickie Manufacturing Company, (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.

12. 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 applicable Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 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.*
13. 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.
14. 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 paragraph 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 1154 East Tower
Atlanta, Georgia 30334

Williamson-Dickie Manufacturing Company
c/o Joan B. Sasine, Esq.
Bryan Cave LLP
1201 West Peachtree Street, NW
Fourteenth Floor
Atlanta, Georgia 30309

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 25th day of May, 2012.

GRANTOR:

DICKIES INDUSTRIAL SERVICES, INC.

Signed, sealed and delivered
in the presence of:

Sally Sloan

Unofficial Witness

Lorena R. Walker
Notary Public

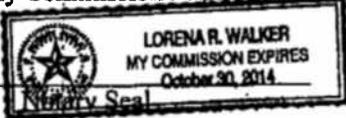
By: Philip C. Williamson
Name: Philip C. Williamson
Its: Chairman, President, and CEO

ATTEST:

By: Tobin K. Clark
Name: Tobin K. Clark
Title: Secretary

Dated: 05.29.12

My Commission Expires: 10-30-14



GRANTEE/HOLDER:

WILLIAMSON DICKIE MANUFACTURING COMPANY

Signed, sealed and delivered
in the presence of:

Sally Sloan

Unofficial Witness

Lorena R. Walker
Notary Public

By: Philip C. Williamson
Name: Philip C. Williamson
Title: Chairman and CEO

ATTEST:

By: Tobin K. Clark
Name: Tobin K. Clark
Title: Secretary

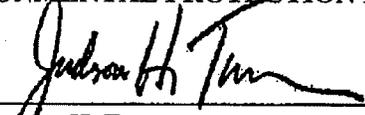
Dated: 05.29.12

My Commission Expires: 10-30-14



**GRANTEE/ENTITY WITH
EXPRESS POWER TO ENFORCE:**

**STATE OF GEORGIA,
DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION**

By: 

Name: Judson H. Turner

Title: Director

Dated: July 5, 2012

Exhibit A

Legal Description

Fulton County

Deed Book 51395 Pg 27

Page 1 of 1

Deed A
Tract

2411 SULLIVAN RD REAR

PARC: 13 0036 LL1356
DICKIES INDUSTRIAL SERVS INC

Parcel:
Parcel ID
Address
City

13-0036-LL-135-6
2411 SULLIVAN RD
CP

Neighborhood
Class
Land Use Code
Acres
Utilities
Tax District
Tax Year

C917
C3
401-Manufacturing/Processing
,9349
1-ALL PUBLIC/-/
15
2010

Owner(s):
Owner Name
Owner Name.2

DICKIES INDUSTRIAL SERVS INC

Deed A

[Handwritten signature]

GEORGIA, FULTON COUNTY
REC'D

1967-6 AM 8:39

CLEMSON COURT

WARRANTY DEED

Public Center, Lenoir
Rec. Room, Tipton, La.
Faint text

By *[Signature]*

[Signature]

STATE OF GEORGIA §
COUNTY OF FULTON §

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAMSON-DICKIE MANUFACTURING COMPANY, a Texas Corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, sell, and convey unto DICKIES INDUSTRIAL SERVICES, INC., a Texas Corporation, 319 Lilscomb, Fort Worth, Texas 76104 ("Grantee") the following- described tract of land in Fulton County, Georgia:

All that tract or parcel of land lying and being in Land Lot 26 of the 12th District, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a 2" iron pipe set that is incoded 185.78 feet north of a 1" reinforcing rod corner on the northerly right-of-way line of Sullivan Road, a public road having a 50-foot right-of-way, said corner being located 437.56 feet westerly, as measured along said right-of-way line, from its intersection with the east line of land lot 26; thence running north 214.20 feet to a 1" iron pipe; thence running west 178.14 feet to an iron pin; thence running south 213.50 feet to a 2" iron pipe set; thence running east 169.94 feet to the 1" iron pipe set at the point of beginning.

Together with an easement for ingress and egress 50 feet in width running north 199.38 feet from Sullivan Road along the western adjacent line of the above described property and the contiguous property to the south owned by Dickies Industrial Services, Inc.

together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, its successors and assigns forever, in fee simple. Grantor binds itself and its successors to warrant and forever defend all and singular the property to Grantee and its successors and assigns

1967-6 AM 8:39

Deed B

GEORGIA Fulton County Clerk's Office Superior Court
Filed & Recorded APR 23 1991 at 11:00

James H. Clark CLERK

Fulton County, Georgia
Book 51395 Page 30
APR 23 1991
LUCY H. HARRIS
County Clerk
By *[Signature]*
Deputy Clerk

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INSTRUMENT is made this 15th day of April, 1991 by and between ROBERT H. BROOKS, hereinafter called Grantor, and BIANCA INDUSTRIAL SERVICES, INC., hereinafter called Grantee.

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 36 of the 13th District, Fulton County, Georgia, containing 10.566 acres as shown on that plat of survey for Rickias Industrial Services, Inc., prepared by A. S. Goussier & Associates, Inc., Registered Land Surveyor, dated April 27, 1991 and being more particularly described as follows:

To find the true point of beginning, begin at a concrete monument found at the intersection of the easterly line of Land Lot 36 and the northerly right-of-way of Sullivan Road (50 foot right-of-way); thence north 81 degrees 10 minutes 30 seconds west along the northerly right-of-way of Sullivan Road 50.70 feet to an iron pin; thence north 00 degrees 42 minutes 18 seconds east 100.00 feet to an iron pin, said iron pin being the TRUE POINT OF BEGINNING; thence south 00 degrees 42 minutes 18 seconds east 175.00 feet to an iron pin; thence south 29 degrees 10 minutes 29 seconds east 170.00 feet to an iron pin; thence south 00 degrees 42 minutes 18 seconds west 175.00 feet to an iron pin; thence north 29 degrees 10 minutes 29 seconds west 170.00 feet to an iron pin, said iron pin being the TRUE POINT OF BEGINNING.

In consideration of the execution and delivery of this Limited Warranty Deed, Grantee covenants for itself, its successors and assigns, that it will construct, and thereafter keep and maintain, curbing, guttering and/or other improvements on the west side of the above described property; and the west side of other property owned by the Grantee contiguous to the property owned by the Grantor (the "Other Property"), to prevent the flow of water and run-off of any kind whatsoever from the above described property, and the Grantee's other property, to the Other Property, at the Grantee's sole expense; said improvements shall be initially constructed at the same time as any new building is constructed on the above described property.

Grantee further covenants for itself, its successors and assigns, that the above described property will not be used for a wastewater treatment facility.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **SEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons coming, holding or claiming by, through or under Grantor.

14225 130

IN WITNESS WHEREOF, Grantor has executed this indenture and delivered this indenture to Grantee, all the day and year first written above.

GRANTOR:

Robert H. Brooks (SEAL)
ROBERT H. BROOKS

Given to and subscribed before me
this 25 day of April, 1991.

Notary Public

Arthur H. Cross
Unofficial Witness

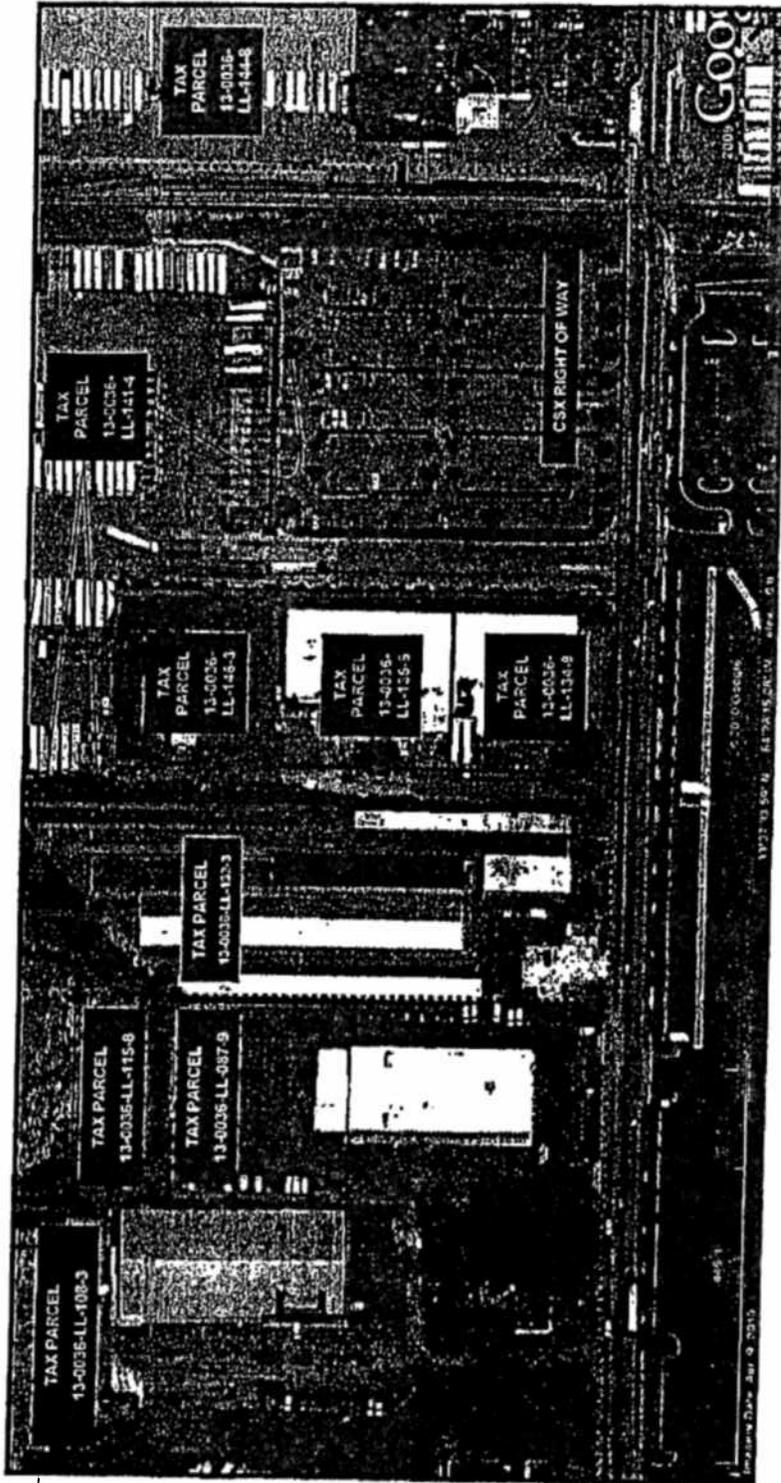
Notary Public Commission Expires 12/31/92



14225 na131

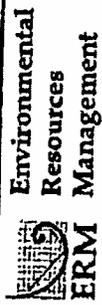
EXHIBIT B

Tax Parcel Map



LEGEND

- VRP Tax Parcels
- Other Nearby Tax Parcels



Environmental Resources Management

TAX PARCEL MAP
VOLUNTARY COMPLIANCE STATUS REPORT
FORMER DICKIES INDUSTRIAL SERVICES, INC.
COLLEGE PARK, GEORGIA

APPENDIX

A

EXHIBIT C

Plan To Maintain Compliance

**PLAN TO MAINTAIN COMPLIANCE
DICKIES INDUSTRIAL SERVICES SITE (former) – HSI #10127**

The Dickies Industrial Services, Incorporated (“DISI”) property has been fully delineated and corrective action has been completed for Tax Parcel No. 13-0036-LL-146-3 and Tax Parcel No. 13-0036-LL-135-6 in accordance with the Type 3/4 Risk Reduction Standards for soil and for Tax Parcel No. 13-0036-LL-134-9 in accordance with Type 1/2 Risk Reduction Standards for soil as documented in the Voluntary Compliance Status Report. To assure continued compliance with the Type 3/4 Risk Reduction Standards for soil, the owner of the DISI property shall implement this Plan To Maintain Compliance (“Plan”).

1.0 MONITORING TO ASSURE COMPLIANCE WITH TYPE 3/4 RISK REDUCTION STANDARDS. The owner of the DISI property shall institute and conduct the following monitoring program to assure continued compliance with Type 3/4 Risk Reduction Standards for soil:

- A. Review of Contracts and other written Agreements. The owner of the DISI property shall review each contract and lease agreement that it enters into concerning the DISI property, and each informal agreement regarding the use of the site, to ensure that such contracts and agreements will not result in the use of the DISI property for any purpose that is inconsistent with the non-residential status on which the Type 3/4 Risk Reduction Standards for soil are based.
- B. On-Site Monitoring. The owner of the DISI property shall monitor the DISI property to ensure that its actual use by tenants or other authorized occupants is consistent with Type 3/4 Risk Reduction Standards for soil. To fulfill this requirement, an on-site inspection of the DISI property shall be conducted at least annually.

2.0 ANNUAL WRITTEN REPORT AND CERTIFICATION TO EPD. On or before July 1 of each year, the owner of the DISI property shall submit an annual written report, in the form provided in Exhibit 1, to the Hazardous Sites Response Program to certify its continued compliance with this Plan. In each report, the owner of the DISI property shall certify that it has not entered into any contract or other written agreement that grants a use of the site that is inconsistent with the non-residential status on which the Type 3/4 Risk Reduction Standards for soil are based. It shall further certify that, based on the on-site inspection, the actual use of the site is consistent with its non-residential status. The report shall include the following 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 gathered and evaluate that 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 and 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.”

- 3.0 **NOTICE TO GEORGIA EPD PRIOR TO TRANSFER OF PROPERTY.** In the event that an owner of the DISI property conveys the whole or any part of its ownership interest in the DISI property or in the event that title to the real property at the DISI property is conveyed, in whole or in part, to any other person by operation of law, the owner of the DISI property shall, not fewer than thirty (30) days after the transfer, notify Georgia EPD in writing of the name and address of the transferee or successor in title, and of the nature and date of the transfer or conveyance.
- 4.0 **DURATION OF PLAN.** This Plan shall remain in full force and effect until such time as the Director determines that the DISI property meets the Type 1/2 Risk Reduction Standards for soil, and therefore no further action is required.

EXHIBIT 1

ANNUAL WRITTEN REPORT AND CERTIFICATION OF COMPLIANCE WITH TYPE 3/4 RISK REDUCTION STANDARDS FOR SOIL

Mr. David Brownlee
Response & Remediation
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334

Re: Dickies Industrial Services, Inc. ("DISI") Annual Monitoring Report
Tax Parcel No. 13-0036-LL-146-3 and Tax Parcel No. 13-0036-LL-135-6

Dear Mr. Brownlee:

[Owner's name] hereby certifies that it has complied with the terms of the Plan To Maintain Compliance for the above-referenced tax parcels (the "DISI property"). This annual report is submitted to fulfill the requirements of the Plan To Maintain Compliance, a copy of which is attached for your reference.

In compliance with the Plan To Maintain Compliance, [owner's name] has carefully reviewed each contract and lease agreement, and other written agreement, that it has entered into regarding the DISI property. [Owner's name] hereby certifies that no such agreement will result in a use of the DISI property that is inconsistent with the non-residential status on which the Type 3/4 Risk Reduction Standards for soil are based.

In compliance with the Plan To Maintain Compliance, [owner's name] conducted an on-site inspection of the DISI property on _____, 20____. This inspection was conducted by _____. This inspection was conducted to verify that the actual use of the site by tenants and other occupants is and has been consistent with its non-residential status. The inspection revealed no evidence of any inconsistent use.

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 that 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 and accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

By: _____

Title: _____

Date: _____

EXHIBIT D

Restricted Area Marker

Deed Book 51395 Pg 39
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT D

RESTRICTED AREA

SUBJECT TO ENVIRONMENTAL COVENANT

CALL PROPERTY OWNER

OR

**THE GEORGIA ENVIRONMENTAL PROTECTION
DIVISION PRIOR
TO COMMENCING ANY LAND DISTURBING
ACTIVITY COMING INTO CONTACT WITH
GROUNDWATER.**