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Recorded March 23, 2010

BOOK 438 PAGE 331

After Recording Return to:

Georgia Environmental Protection Division  
Hazardous Sites Response Program  
2 Martin Luther King, Jr. Drive, SE  
Suite 1462 East  
Atlanta, Georgia 30334

GEORGIA-Peach County

Clerk's Office Superior Court

Filed this 23rd day of March, 2010

At 10:50 o'clock A.M. Recorded in Deed

Book 438 Page No. 331-345 This 23rd

day of March, 2010

*Phyllis Z. Ballou* Clerk  
Deputy

**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).

**Grantor/Fee Owner of Property:** Peach County, Georgia  
205 West Church Street, Suite 204  
Fort Valley, GA 31030

**Grantee/Holder:** Peach County, Georgia  
205 West Church Street, Suite 204  
Fort Valley, GA 31030

**Grantee/Holder:** State of Georgia, Department of Natural Resources  
Environmental Protection Division  
2 MLK Jr. Drive, SE, Suite 1152  
Atlanta, GA 30334

and

**Additional Agency Overseer:** U.S. Environmental Protection Agency  
Region 4  
61 Forsyth Street, N.W., Suite 925  
Atlanta, GA 30303

**Parties with other interests in the Property  
(and description of any such interests):** None

**Property:**

The area subject to this Environmental Covenant is bordered by private property to the north, Newell Road to the west, GA highway 49 and Lizzie Chapel Church to the south/southeast and other Peach County properties to the east consisting of more or less 28.69-acres located in Land Lots 206 and 211 of the 6<sup>th</sup> District, 2nd Section of Peach County, Georgia, being more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated by this reference (hereinafter "Property"). This Property is comprised of six separate tracts as more particularly described in deeds located as follows: (1) Six acres, northeast of Newell Road conveyed to Peach County by J.D. Duke by Warranty Deed dated July 16, 1938, Deed Book "O", p. 306, and excepted from the property conveyed by Peach County to J.I. Newberry by deed



dated September 22, 1949, Deed Book "X", p. 350; (2) 6.824 acres described in Warranty Deed from John W. Newell to Peach County dated February 16, 1971, Deed Book 5, p. 459; (3) 0.74 acres described in Warranty Deed from A. E. Adams, Sr. and Eva M. Adams to Peach County dated August 6, 1975, Deed Book 28, p. 11; (4) 14.153 acres described in Warranty Deed from Vera W. McGee and John W. Newell to Peach County dated February 24, 1978, Deed Book 41, p. 477; (5) 0.119 acres described in Warranty Deed from Anna L. Lumpkin to Peach County dated January 22, 1982, Deed Book 61, p. 115; and (6) Tract of land conveyed on February 26, 1993 from the Trustees of Powersville Lodge No. 134, A.F. & A.M., a Fraternal Organization to Peach County in the State of Georgia recorded in Deed Book 137, Page 103, Peach County Records. (See Exhibit A). All references are to Peach County records.

**Tax Parcel Number(s):**

043A 010 of Peach County, Georgia

**Name and Location of Administrative Records:**

The remedial action at the Property that is the subject of this Environmental Covenant (hereinafter "Remedial Action") is described in the following document[s]:

- U.S. Environmental Protection Agency ("EPA") Record of Decision, issued on September 30, 1987,(hereinafter "ROD").
- Consent Decree in the case of *United States v. Canadyne-Georgia Corporation and Peach County, Georgia*, Civil Action No. 88-310-1-MAC, entered by the U.S. District Court for the Middle District of Georgia on December 19, 1988 (hereinafter "CD").

These documents are available at the following locations:

Superfund Records Center  
 U.S. EPA, Region 4  
 61 Forsyth Street, SW  
 Atlanta, GA 30303

**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 Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*, as amended ("CERCLA"), and the ROD by Peach County, its successors and assigns, and the State of Georgia, Department of Natural Resources, Georgia Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of Lead, Lindane, Vinyl chloride, 1,2-Dichloroethane, Chromium, and Dieldrin

occurred on the Property. Lead, Lindane, Vinyl chloride, 1,2-Dichloroethane, Chromium, and Dieldrin 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) and "hazardous substances" as defined in CERCLA. The Remedial Action consists of surface cover systems for the hazardous waste and municipal landfill areas, installation of ground-water monitoring wells, provision of an alternative water source, deed restrictions, and implementation of the Operation and Maintenance Plan approved by EPA under CERCLA for the site on this Property.

Grantor hereby binds itself, its successors and assigns, to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Grantee/Holder, and EPD. EPD and EPA 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. Failure to enforce compliance with this Environmental Covenant in a timely manner or to enforce in a timely manner 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 or EPA from exercising any other authority under applicable law.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property is subject to and specifies that such declarations are perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant pursuant to O.C.G.A. § 44-16-9 or § 44-16-10; shall be covenants running with the land, pursuant to O.C.G.A. § 44-16-5(a); and shall be binding on all parties and all persons claiming under them, including all current and future owners (hereafter collectively "Owner") of any portion of or interest in the Property.

This Environmental Covenant shall inure to the benefit of EPD, Grantor and their respective successors and assigns and shall be enforceable by the Director of EPD or her agents or assigns, Grantor or its successors and assigns, EPA, and other party(ies) as provided for in O.C.G.A. § 44-16-11, in a court of competent jurisdiction.

**Use Limitation(s) and Restrictions:**

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 and EPA 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 Remedial Action. The Owner of the Property must also give thirty (30) days advance written notice to EPD and EPA 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 other than site work pursuant to the Remedial Action referenced herein.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property shall contain a notice of the activity and use limitations set forth

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

4. Monitoring. The groundwater detection-monitoring program detailed in the Operation and Maintenance Plan dated August 19, 1993, must be implemented to ensure that no release has occurred from the Property to groundwater.
5. Periodic Reporting. On April 1<sup>st</sup> and October 1<sup>st</sup>, the Owner shall submit to EPD and EPA a Semi-annual Report as specified in the EPA-approved Operation and Maintenance Plan including, but not limited to: groundwater detection-monitoring report results; landfill maintenance and inspection activities; and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being met.
6. Activity and Use Limitation(s). The following shall not take place on the Property without obtaining prior written approval from EPA:
  - a. Drilling or otherwise constructing any water wells; and
  - b. Engaging in activities that could cause damage to the remedy including, but not limited to, drilling or construction activities which could compromise the integrity of the final cover, or any component of the containment or treatment system, or the function of any monitoring system.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes is prohibited.
8. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD and EPA, the Owner shall allow authorized representatives of EPD and EPA the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action: to take samples; to inspect the Remedial Action conducted at the Property; to determine compliance with this Environmental Covenant; and to inspect records that are related to the Remedial Action.
10. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date the last party hereto has executed the Environmental Covenant, 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 and EPA within sixty (60) days of recording. Within the same sixty (60) day time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the Environmental Covenant; (2) each person in possession of the real property subject to the Environmental Covenant; (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the Environmental Covenant is located; and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.

11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the EPD Director determines that the Property is in compliance with the Type 1,2, 3, or 4 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Rules and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19- .08(7) of the Rules and O.C.G.A. § 44- 16-1 *et seq.*
12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
13. No Property Interest Created in EPA. This Environmental Covenant does not in any way create any interest by EPA 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 EPA 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 [select as appropriate]:

- 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 this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- f) 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:

EPD

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Georgia Environmental Protection Division  
Mark Smith, Chief  
Hazardous Waste Management Branch  
Georgia Environmental Protection Division  
Suite 1154, East Tower  
2 Martin Luther King Jr. Drive SE  
Atlanta, GA 30334

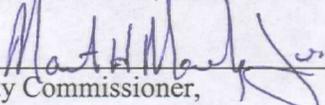
EPA

Franklin E. Hill  
Director, Superfund Division  
The United States Environmental Protection Agency  
Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

GRANTOR/GRANTEE:

PEACH COUNTY, GEORGIA

  
\_\_\_\_\_  
County Commissioner,  
Peach County, Georgia

Dated: July 31, 2009 [Insert Appropriate Notary Ack.]

GRANTEE:

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STATE OF GEORGIA  
ENVIRONMENTAL PROTECTION DIVISION

*F. Allen Barnes*

[Name of Person Acknowledging Receipt]

[Title]

Dated: 3-1-10 [Insert Notary Individual Ack.]

ADDITIONAL AGENCY OVERSEER:

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

This Environmental Covenant is hereby approved by the **United States Environmental Protection Agency** this 11 day of March 2009.

By: *Franklin E. Hill*  
Franklin E. Hill  
Director, Superfund Division  
U.S. Environmental Protection Agency  
Region 4

Date: 3/11/2010

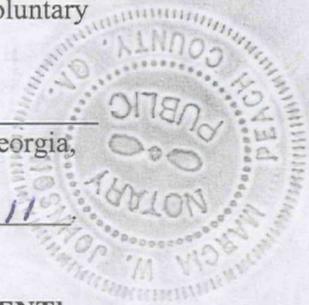
[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF Georgia  
COUNTY OF Peach

On this 31<sup>st</sup> day of July, 2009, I certify that \_\_\_\_\_ personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Martin H. Moseley, Jr., chairman,  
Peach County  
Bd of Commissioners

[Signature]  
Notary Public in and for the State of Georgia,  
residing at Byron, GA.  
My appointment expires 6-29-11

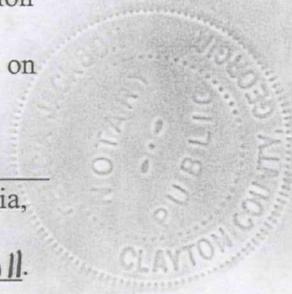


Agency  
[CORPORATE ACKNOWLEDGMENT]

STATE OF Georgia  
COUNTY OF Clayton

On this 11<sup>th</sup> day of March, 2010, I certify that Franklin Hill personally appeared before me, and acknowledged that **he/she** is the Division Director 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.

Zelicia Jackson  
Notary Public in and for the State of Georgia,  
residing at Jonesboro, GA.  
My appointment expires August 15, 2011



[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia  
COUNTY OF Fulton

On this 1<sup>st</sup> day of March, 2010, I certify that F. Allen Barnes personally appeared before me, and 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 [type of authority] of Georgia EPD [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Yolanda P. Fanning  
Notary Public in and for the State of Georgia,  
residing at Ellenwood, Henry Co, GA.  
My appointment expires Sept. 29, 2013



Exhibit A - Legal Land Descriptions

This property is comprised of six separate tracts as more particularly described in deeds located as follows:

(1) Six acres, northeast of Newell Road conveyed to Peach County by J.D. Duke by Warranty Deed dated July 16, 1938, Deed Book "O", p. 306, and excepted from the property conveyed by Peach County to J.I. Newberry by deed dated September 22, 1949, Deed Book "X", p. 350.

That tract or parcel of land in the 6th District of Peach County, Georgia, and being the remainder of the land not heretofore sold by Peach County of that tract of land more particularly described in deed from J. D. Duke to Peach County, dated July 16, 1938, and recorded in Deed Book "O", Page 306, excepting further from said land six acres, more or less, being all of the land Northeast of the road leading from State Route 49 to J. P. Newell, for county purposes.

The land heretofore sold by Peach County is all of said land bought of Duke by Peach County which lies on the Easterly side of State Route 49 and none of said land on the Westerly or left hand side (going toward Macon) of State Route 49 has been sold by Peach County and all of the land hereby and herein described is on the Westerly or left hand side (going toward Macon) of State Route 49.

One acre on the Westerly side of State Route 49 used as a Church or Lodge and shown on map made by T. F. Flournoy and recorded Plat Book 1, Page 189 is not included in the land hereby conveyed.

The said six acres North of the road leading to Paul Newell's as aforesaid is not included in the land hereby sold, but will be retained by Peach County for County Purposes.

Said land consists of 278.3 acres, more or less. Reference is made to a plat of the said T. H. Brown Place of record in Plat Book 1, Page 168, Peach Superior Court Clerk's Office for a more complete understanding of the description of the land hereby conveyed - the land hereby conveyed being a part of the old T. H. Brown Place as shown on said plat.

This conveyance is made pursuant to the order recorded in the "Minutes for County Purposes Book A, Page 218, in the Office of the Ordinary of Peach County."

(2) 6.824 acres described in Warranty Deed from John W. Newell to Peach County dated February 16, 1971, Deed Book 5, p. 459.

All that certain lot, tract or parcel of land situate, lying and being in the State of Georgia, County of Peach and in Land Lots 206 and 211 in the 6th Land District therein containing 6.824 acres more or less and being more particularly described as follows: To obtain a point of beginning, start at the intersection of Land Lots 205, 206, 211 and 212 and proceed along the Land Lot Line of Land Lots 206 and 211 North  $88^{\circ}30'$  East a distance of 375.3 feet; thence South  $1^{\circ}00'$  East a distance of 137.7 feet TO THE POINT OF BEGINNING; and from said point of beginning run thence North  $22^{\circ}28'$  West a distance of 261.85 feet; thence run North  $69^{\circ}16'$  East a distance of 332.55 feet; thence run South  $64^{\circ}53'$  East a distance of 230.65 feet; thence run South  $49^{\circ}40'$  East a distance of 203.93 feet; thence run South  $28^{\circ}29'$  East a distance of 131.55 feet; thence run South  $34^{\circ}12'$  East a distance of 108.01 feet; thence run Due South a distance of 68.82 feet; thence run South  $0^{\circ}45'$  East a distance of 90.96 feet; thence run South  $30^{\circ}35'$  West a distance of 99.25 feet to an iron found; thence run North  $63^{\circ}44'$  West a distance of 724.04 feet back to the point of beginning, all as is more fully shown and described on that certain plat of survey prepared by Thomas W. Futral, III, Registered Land Surveyor No. 1202 on January 15, 1970, and recorded in Plat Book 9 at Page 25 in the Office of the Clerk of the Superior Court of Peach County, Georgia, reference thereto being hereby incorporated and made a part of this description. Said tract is irregular in shape and is bounded on the North by lands of John W. Newell, on the West by lands of John W. Newell, on the South by other lands of Peach County, and on the East by property of Lizzie Chapell Baptist Church and other lands of John W. Newell.

(3) 0.74 acres described in Warranty Deed from A. E. Adams, Sr. and Eva M. Adams to Peach County dated August 6, 1975, Deed Book 28, p. 11.

All that certain tract, lot or parcel of land situate, lying and being in the State of Georgia, County of Peach and in Land Lot 211 of the 6th District therein, containing .074 acres, in the form of a triangle, and being more particularly described as follows: To obtain a point of beginning, start at the intersection of Land Lots 205, 206, 211 and 212 of the said 6th District and run thence North  $88^{\circ}30'$  East along the Land Lot Line dividing Land Lots 206 and 211 a distance of 375.3 feet to a point; thence South  $1^{\circ}00'$  East a distance of 137.7 feet TO THE POINT OR PLACE OF BEGINNING; and from said point or place of beginning run thence North  $22^{\circ}28'$  West a distance of 85.58 feet to a point; thence South  $67^{\circ}30'$  West a distance of 75.10 feet to a point; thence South  $63^{\circ}44'$  East a distance of 113.86 feet to the point or place of beginning; all as is more fully shown and described as Parcel 2 on that certain plat of survey prepared by Thomas W. Futral, III, Registered Land Surveyor No. 1202, dated December 6, 1973, and recorded in Plat Book 10, Page 29, Clerk's Office, Peach County Superior Court, reference thereto being hereby incorporated and made a part of this description.

(4) 14.153 acres described in Warranty Deed from Vera W. McGee and John W. Newell to Peach County dated February 24, 1978, Deed Book 41, p. 477.

All that certain tract, lot or parcel of land situate, lying and being in Land Lots 206 and 211, 6th District, Peach County, Georgia, containing in the aggregate 14.153 acres, and being more particularly described as follows: To obtain the point or place of beginning, start at the intersection of Land Lots 205, 206, 211 and 212 of said 6th District and run thence North  $88^{\circ}30'$  East along the land lot line dividing Land Lots 206 and 211 a distance of 594.39 feet to a point; thence North  $01^{\circ}30'$  West a distance of 216.42 feet TO THE POINT OR PLACE OF BEGINNING; and from said point or place of beginning run thence South  $64^{\circ}53'$  East a distance of 230.65 feet to a point; thence South  $49^{\circ}40'$  East a distance of 203.93 feet to a point; thence South  $28^{\circ}29'$  East a distance of 131.55 feet to a point; thence South  $34^{\circ}12'$  East a distance of 108.01 feet to a point; thence Due South a distance of 68.82 feet to a point; thence South  $00^{\circ}45'$  East a distance of 90.96 feet to a point; thence South  $30^{\circ}35'$  West a distance of 69.96 feet to a point; thence South  $59^{\circ}25'$  East a distance of 213.77 feet to a point on the Northwest right-of-way of State Highway 49; thence along an arc having a radius of 2807.26 feet a distance of 88.22 feet along the Northwest right-of-way of State Highway 49 to a point; thence North  $23^{\circ}22'$  East along the Northwest right-of-way of State Highway 49 a distance of 371.77 feet to a point; thence North  $64^{\circ}02'$  West a distance of 104.44 feet to a point; thence North  $24^{\circ}51'$  East a distance of 50.00 feet to a point; thence South  $64^{\circ}00'$  East a distance of 103.14 feet to a point on the Northwest right-of-way of State Highway 49; thence North  $23^{\circ}22'$  East along the Northwest right-of-way of State Highway 49 a distance of 625.17 feet to a point; thence North  $30^{\circ}28'$  West a distance of 321.75 feet to a point; thence South  $59^{\circ}03'$  West a distance of 1,079.48 feet to the point or place of beginning; all as is more fully shown and described as Tracts 1 and 2 on that certain plat of survey prepared by Thomas W. Futral, III, Registered Land Surveyor No. 1202, dated February 16, 1978, and recorded in Plat Book 11, Page 36, Clerk's Office, Peach County Superior Court, reference thereto being incorporated herein and made a part of this description.

(5) 0.119 acres described in Warranty Deed from Anna L. Lumpkin to Peach County dated January 22, 1982, Deed Book 61, p. 115.

All that certain tract or parcel of land situate and lying in the State of Georgia, County of Peach, and in Land Lot 211 of the Sixth Land District therein. TO OBTAIN THE POINT OR PLACE OF BEGINNING, start at the common intersection of Land Lots 205, 206, 211 and 212 of said Sixth Land District and run thence North  $88^{\circ} 30'$  East a distance of 594.39 feet to a point; thence North  $01^{\circ} 30'$  West a distance of 216.42 feet to a point; thence North  $59^{\circ} 03'$  East a distance of 67.58 feet to a point; thence South  $89^{\circ} 33'$  East a distance of 922.83 feet to a point on the West right-of-way line of State Highway 49; thence South  $23^{\circ} 22'$  West along the West right-of-way line of State Highway 49 a distance of 352.46 feet to the point or place of beginning; and from said point or place of beginning, run thence South  $23^{\circ} 22'$  West a distance of 50.00 feet to a point; thence North  $64^{\circ} 02'$  West a distance of 104.44 feet to a point; thence North  $24^{\circ} 51'$  East a distance of 50.00 feet to a point; thence South  $64^{\circ} 00'$  East a distance of 103.14 feet to the point or place of beginning. All as is more fully shown as Parcel 3 on a plat of survey prepared for Peach County, Georgia, by Thomas W. Futral, III, Georgia Registered Land Surveyor No. 1202, recorded in Plat Book 11, Page 36, Clerk's Office, Peach County Superior Court.

(6) Tract of land conveyed on February 26, 1993 from the Trustees of Powersville Lodge No. 134, A.F. & A.M., a Fraternal Organization to Peach County in the State of Georgia recorded in Deed Book 137, Page 103, Peach County Records.

All that certain tract, lot or parcel of land situate, lying and being in Land Lot 211 of the 6th Land District of Peach County, Georgia, and being more particularly described as Parcel 9 on that certain Boundary Survey for Canadyne-Georgia Corporation and Peach County, Georgia prepared by Tribble & Richardson Inc., by James P. Garrett, Georgia Registered Land Surveyor No. 2466, and dated November 1, 1990, said plat being recorded in Plat Book 18, Page 82, Clerk's Office, Peach County Superior Court; reference thereto being incorporated herein and made a part of this description.

