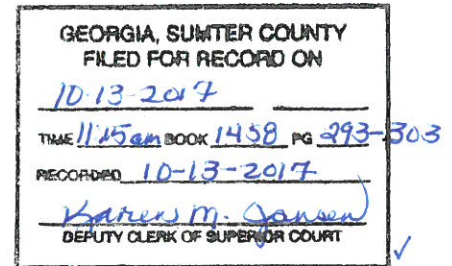


002556

After Recording Return to:

Georgia Power Company
Attn: VP – Environmental Affairs
Bin 10221
241 Ralph McGill Blvd. NE
Atlanta, GA 30308-3374



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:

Norfolk Southern Corp.
110 Franklin Rd SE
Roanoke, Va. 24042

Grantee/Holder:

Georgia Power Company
241 Ralph McGill Blvd. NE
Atlanta, GA 30308-3374

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

**Parties with recorded
interest in the Property:**

City of Americus Georgia; and
Southern Natural Gas Company

Property:

The property subject to this Environmental Covenant is adjacent to the former Americus Manufactured Gas Plant (MGP) Site, located at Plum Street in Americus, Sumter County, Georgia. The area is located in Land Lot 155 of the 27th District of Sumter County, Georgia. The Property subject to this Environmental Covenant is 1.73 acres more or less, and a more complete legal description of the property is attached as Exhibit A and a map of the property is attached as Exhibit B (hereinafter "Property").

Tax Parcel Number(s):

Tax ID parcel number 5-1-4 of Sumter 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:

- Revised Monitoring and Maintenance Plan dated May 2014
- Exhibit C of this Covenant (Annual Property Evaluation Form)

These documents are available 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

Georgia Power Company
Bin10221
241 Ralph McGill Blvd
Atlanta, Georgia 30308-3374

Description of Contamination and Corrective Action:

This Property has been listed on the state's Hazardous Site Inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the Property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Norfolk Southern Corp., its successors and assigns, Georgia Power Company, its successors and assigns, 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 2,4-Dimethylphenol, Acenaphthene, Acenaphthylene, Anthracene, Arsenic, Barium, Benzene, Benzo(a)anthracene, Benzo(a)pyrene, Benzo(b)fluoranthene, Benzo(g,h,i)perylene, Benzo(k)fluoranthene, Cadmium, Chromium, Chrysene, Cyanides (soluble salts and complexes n.o.s.), Dibenzo(a,h)anthracene, Ethylbenzene, Fluoranthene, Fluorene, Indeno(1,2,3-cd)pyrene, Lead, Mercury, Napthalene, Phenanthrene, Pyrene, Selenium, Toluene, and Xylenes occurred on the Property. The substances listed in the preceding sentence are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the installation and maintenance of engineering controls (e.g., groundwater monitoring system and permanent markers) and institutional controls (e.g., use of the Property limited to non-residential activities) to protect human health and the environment.

Grantor, Norfolk Southern Corp (hereinafter "Grantor"), 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 of Georgia Power 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.

Grantor 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 10; 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 Georgia Power Company, EPD, Grantor and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Georgia Power Company or its successors and assigns, Grantor 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. **Monitoring.** Georgia Power Company shall perform the groundwater monitoring program described in the May 2014 Monitoring & Maintenance Plan.
5. **Periodic Reporting.** Annually, Georgia Power Company shall submit to EPD an Annual Report as specified in the EPD-approved Monitoring and Maintenance Plan including, but not limited to: groundwater detection-monitoring report results, maintenance and inspection activities, certification of non-residential use of the Property, and documentation stating whether the activity and use limitations in this Environmental Covenant are being abided by. The Annual Report will be effective each year beginning on March 31, 2017.
6. **Activity and Use Limitation(s).** The Property 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 Sumter County zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure

pathway (e.g. vapor intrusion, construction/utility worker exposure without appropriate PPE, etc.), is prohibited.

7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be 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/or the Georgia Power Company, the Owner shall allow authorized representatives of EPD and/or Georgia Power Company the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
10. 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 Records 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) Georgia Power 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.
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 Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Georgia Rules for 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.*
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 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 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

Georgia Power Company
Attn: VP – Environmental Affairs
241 Ralph McGill Blvd. NE
Atlanta, GA 30308-3374

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 10th day of MARCH, 2017.

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Matthew A. Gernand
Unofficial Witness Name (Print)

3 Commercial Place
Norfolk VA 23510
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires: 6/30/17

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Lea Millet
Unofficial Witness Name (Print)

246 Ralph McGill Blvd
B10221
Unofficial Witness Address (Print)
Atlanta, GA 30308

[Signature]
Notary Public (Signature)

My Commission Expires: 8/23/2019

For the Grantor:

Norfolk Southern Corp.
Name of Grantor (Print)

[Signature] (Seal)
Grantor's Authorized Representative
(Signature)

Robert E. Martinez
Authorized Representative Name (Print)
VP Business Development and Real Estate
Title of Authorized Representative (Print)

Dated: April 4, 2017

(NOTARY SEAL)



For the Grantee:

Georgia Power Company
Name of Grantee (Print)

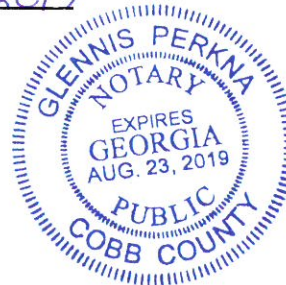
[Signature] (Seal)
Grantee's Authorized Representative
(Signature)

Mark S. Berry
Authorized Representative Name (Print)

VP Environmental Affairs
Title of Authorized Representative (Print)

Dated: 3/10/2017

(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Sydney Brogden

Unofficial Witness (Signature)

Sydney Brogden

Unofficial Witness Name (Print)

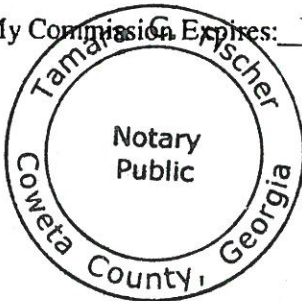
2 MLK Jr. Dr. SE
Atlanta, GA

Unofficial Witness Address (Print)

Tamara C Fischer

Notary Public (Signature)

My Commission Expires: 7-27-18



For the State of Georgia
Environmental Protection Division:

R. Dunn

(Signature)

(Seal)

Richard E. Dunn
Director

Dated: 9-28-17

(NOTARY SEAL)

Exhibit A

Americus MPG Plant Site
Type 5 Restricted Use Covenant Boundary
(Norfolk Southern F/K/A Central of Georgia Railroad Parcel)
Legal Description

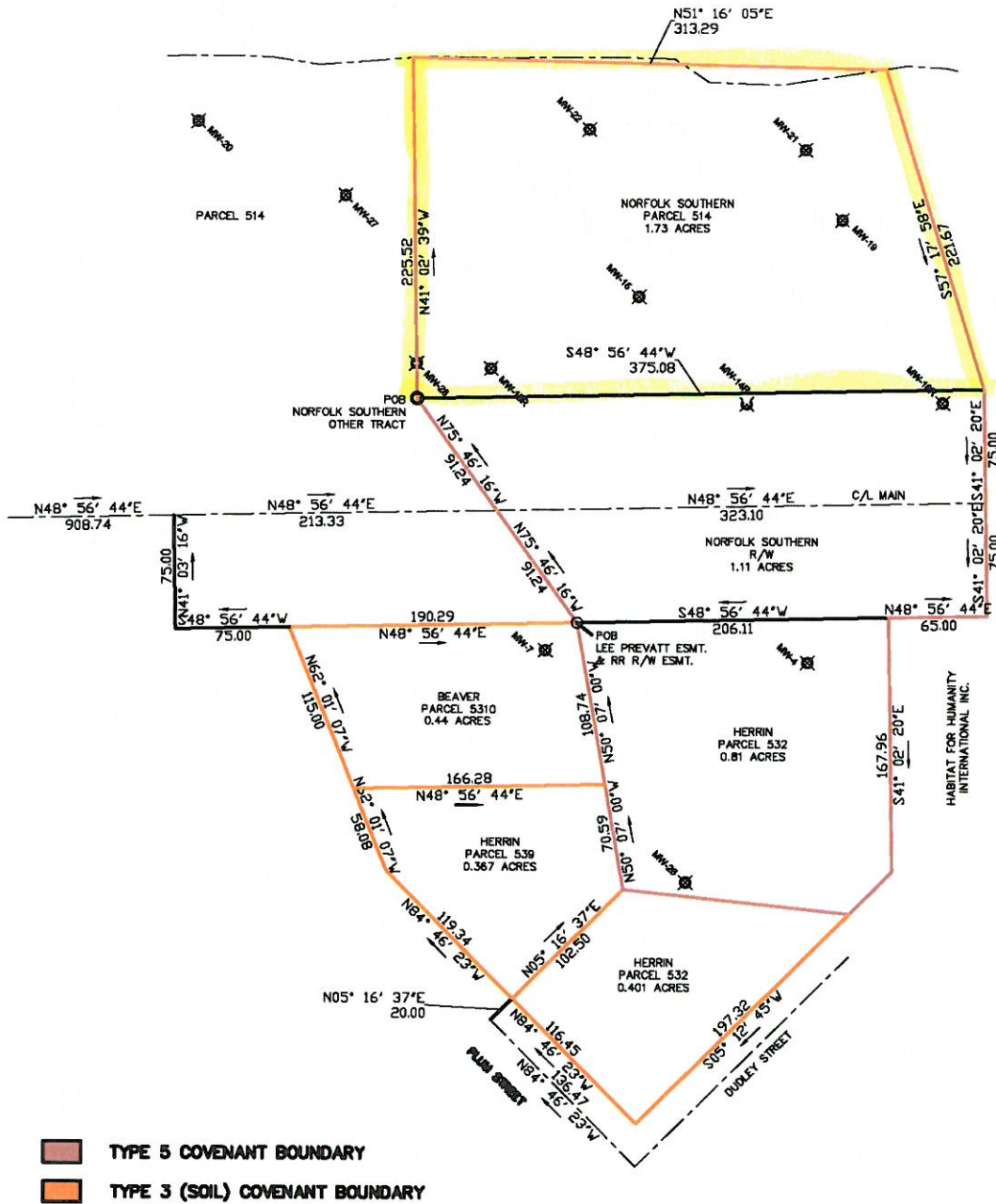
All that tract or parcel of land, with all improvements thereon, situate, lying and being in Land Lot 155 of the 27th Land District, Americus, Sumter County, Georgia containing 1.73 acres, more or less, and being more particularly described as follows:

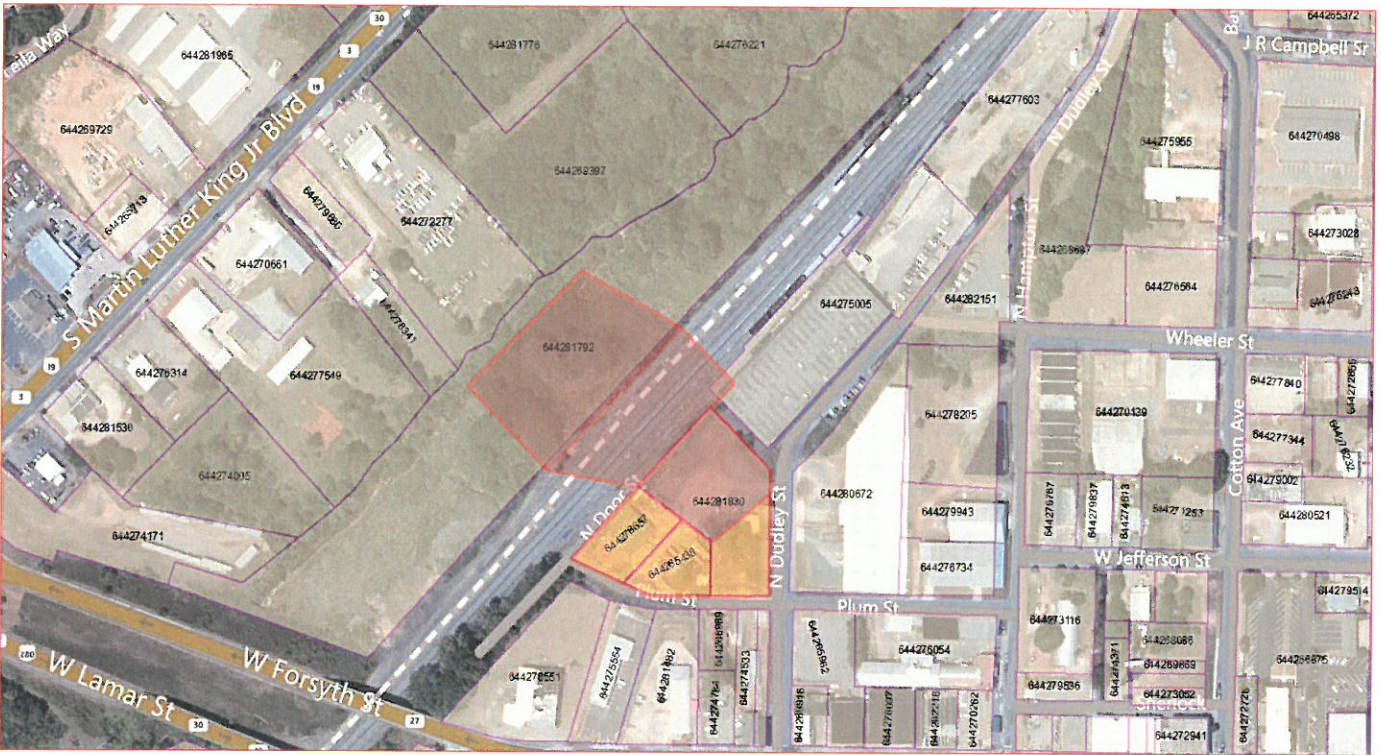
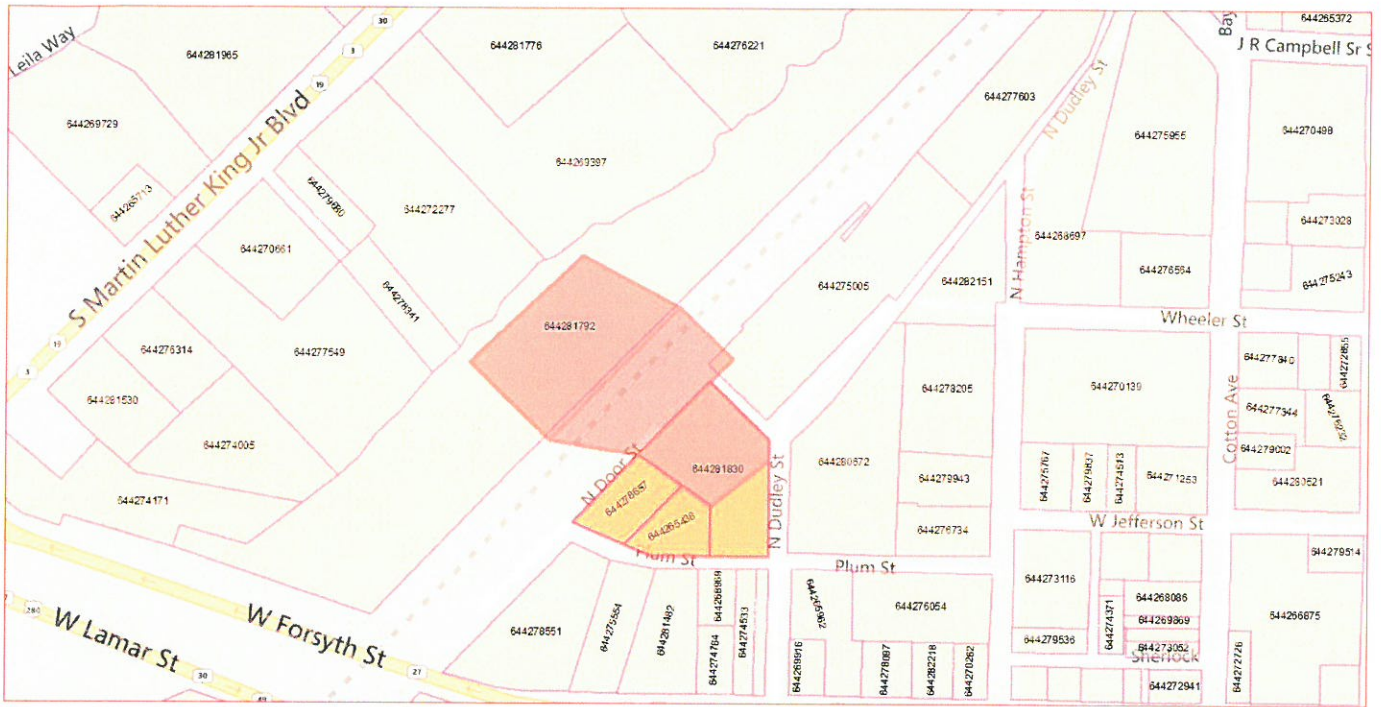
Commencing at a point where the centerline of Dudley street intersects the centerline of Plum street and thence run along said centerline of Plum Street north 84 degrees 46 minutes 23 seconds west 136.47 feet to a point lying on said centerline; thence run north 05 degrees 16 minutes 37 seconds east 20.0 Feet to a point lying on the northern right-of-way of Plum street, Thence run along said northerly right-of-way of Plum Street north 84 degrees 46 minutes 23 seconds west, 119.34 feet to a point; thence continuing along said right-of-way north 62 degrees 01 minutes 07 seconds west 173.08 feet to a point on the southeasterly right-of-way of the Central of Georgia Railroad; thence along said railroad right-of-way north 48 degrees 56 minutes 44 seconds east 190.29 feet to a point, said point being on the common property line between the properties now or formerly owned by Lee Prevatt (Deed Book 657, Page 59) and John O. Beaver (Deed Book 688, Page 244), thence leaving said railroad right-of-way north 75 degrees 46 minutes 16 seconds west 91.24 feet to a point on the center line of the main railroad track, said point being 1122.07 feet northwesterly from Mile Post S-262, as measured along said center track; Thence north 75 degrees 46 minutes 16 seconds west 91.24 feet to a point on the northwesterly right-of-way of the Central of Georgia Railroad, which point is the POINT OF BEGINNING; Thence run from said POINT OF BEGINNING and leaving said railroad right-of-way north 41 degrees 02 minutes 39 seconds west 225.52' feet more or less to a point on the centerline of Town Creek; thence along said centerline of Town Creek a distance of 320 feet more or less to a point (said points on centerline of creek being tied together by the line north 51 degrees 16 minutes 05 seconds east 313.29 feet); thence leaving said creek centerline and running south 57 degrees 17 minutes 58 seconds east, 221.67 feet more or less to a point on the northwesterly right-of-way of the Central of Georgia Railroad; thence along said railroad right-of-way south 48 degrees 56 minutes 44 seconds west, 375.08 feet to the POINT OF BEGINNING.

Said Covenant Boundary being part of the Central of Georgia Railroad property shown on a certain railroad valuation map titled "Central of Georgia Railway Resurvey, Fort Valley to Americus, Built as the Southwestern R.R., M.P. 261 to M.P. 262", dated February 1911, which by specific reference is incorporated herein.

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.

Exhibit B
Map Depicting Type 5 Regulated Area





**Exhibit C
Annual Property Evaluation**

**SITE USE, TYPE 3 SOIL, AND TYPE 5 GROUNDWATER RRS MONITORING
EVALUATION FORM**

304 North Dudley Street Site, HSI Site No. 10139

Tax Parcels 5-3-2, 5-3-10, 5-3-9, 5-1-4, and Central of Georgia (Norfolk Southern) R-O-W (impacted rail lines)

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a 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 major group..."		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
Exposure	2	Are site workers expected to be directly exposed to soils with chemical concentrations in excess of Type 4 RRS at this HSRA site in excess of 250 days per year?		
	2a	If yes to 2, are these same site workers expected to be exposed to soils at this HSRA site in excess of 25 years throughout their career?		
	3	Has groundwater beneath the property been used or extracted for drinking water or any other non-remedial purpose?		
	3a	If yes to 3, please terminate said use immediately and provide a revised corrective action plan (CAP) that describes the actions necessary to bring the site's groundwater into compliance with residential risk reduction standards within 30 days.		
Erosion	4	Is there evidence of soil erosion in the remedial areas of the site?		
	4a	If yes to 4, is there evidence of erosion of these soils to off-site areas?		
	4b	If yes to 4a, are corrective measures being taken?		
	4c	If yes to 2, 3, 4, 4a, and/or 4b, provide written explanation (attached) to the EPD within 30 days.		
Property Instruments	5	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them?		
	5a	If no to 5, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	6	Date of inspection:		
	6a	Name of inspector:		
	6b	Details of inspection including Monitoring Well and Permanent Marker Inspection/ Repair Logs (attached):		
	6c	Photographs showing current land use (attached)		

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

Recorded

10-13-2017

Karen M. Ganser
Deputy Clerk