BOOK 1458 PAGE 304

002557

After Recording Return to:

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

GEORGIA, SUMTER COUNTY
FILED FOR RECORD ON
10-13-2017
TIME 11:15am BOOK 1458 PG 304-313
RECORDED 10-13-2017
Karen M. Jansen
DEPUTY CLERK OF SUPERIOR COURT

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: William Herrin
D/B/A Bill Herrin Plumbing Co.
P O Box 6855
Americus, Georgia 31709

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

Property:

The property subject to this Environmental Covenant was part of the former Americus Manufactured Gas Plant (MGP) Site, located at Plum Street in Americus, Sumter County, Georgia. This tract of land was conveyed on November 13, 2000 and is recorded in Deed Book 646, Page 36, Sumter County Records. The area is located in Land Lot 155 of the 27th District of Sumter County, Georgia. The Property subject to this Environmental Covenant is 0.367 acres. A 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 5-3-9 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:

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

Additional documentation is 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 William Herrin, his 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 institutional controls (e.g., use of the Property limited to non-residential activities) to protect human health and the environment.

Grantor, William Herrin (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. Periodic Reporting. Annually, Georgia Power Company shall inspect the property and complete and submit to EPD the Annual Property Evaluation Form in Exhibit C. The Annual Report will be effective each year beginning March 31, 2018.

5. 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.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

7. 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.

8. 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) 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.

9. 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.*

10. 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.

11. 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 8 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

Signed, sealed, and delivered in the presence of:

Ken Millet
Unofficial Witness (*Signature*)

Leq Millet
Unofficial Witness Name (*Print*)

241 Ralph McGill Blvd
Unofficial Witness Address (*Print*)
Atlanta, GA 30308

Glennis Perkna
Notary Public (*Signature*)

My Commission Expires: 8/23/2019

For the Grantee:

Georgia Power Company
Name of Grantee (*Print*)

Mark S. Berry (Seal)
Grantee's Authorized Representative (*Signature*)

Mark S. Berry
Authorized Representative Name (*Print*)

VP Environmental Affairs
Title of Authorized Representative (*Print*)

Dated: 07/18/2017

(NOTARY SEAL)

GLENNIS PERKNA NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES AUG. 23, 2019

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:

(Seal)
(*Signature*)

Richard E. Dunn
Director

Dated: 9-28-17

(NOTARY SEAL)

Tamara C. Fischer Notary Public Coweta County, Georgia

Tamara C. Fischer Notary Public Coweta County, Georgia

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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 20th day of July, 2017.

Signed, sealed, and delivered in the presence of:

John O Beaver.
Unofficial Witness (*Signature*)

John O Beaver
Unofficial Witness Name (*Print*)

129 Eustphou AVE Americus Ga.
Unofficial Witness Address (*Print*)

For the Grantor:

William Herrin
Name of Grantor (*Print*)

William O Herrin (Seal)
Grantor's Authorized Representative (*Signature*)

William O. Herrin
Authorized Representative Name (*Print*)

Owner
Title of Authorized Representative (*Print*)

Dated: July 20 17

(NOTARY SEAL)

Notary Public (*Signature*)

My Commission Expires: June 15, 2020

WILLIAM HEYS NOTARY PUBLIC SUMTER COUNTY, GA

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Exhibit A

Americus MPG Plant Site
Type 3 Restricted Use Covenant Boundary
(Herrin 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 0.367 acre, 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 20.00 feet to a point lying on the northern right-of-way of Plum street, which point is the POINT OF BEGINNING. From said POINT OF BEGINNING and leaving said right-of-way run north 05 degrees 16 minutes 37 seconds east 102.50 feet to a point; thence run north 50 degrees 07 minutes 00 seconds west 70.58 feet to a point, thence run south 48 degrees 56 minutes 44 seconds west 166.28 feet to a point on the northern right-of-way of Plum Street, thence run along said right-of-way of Plum Street south 62 degrees 01 minutes 07 seconds east 58.06 feet to a point, thence continuing along said right-of-way south 84 degrees 46 minutes 23 seconds east 119.34 feet to the POINT OF BEGINNING.

Said Property being the same property described in Deed Book 646, Page 36 in the records of the Clerk of Superior Court of Sumter County, Georgia, **LESS** that property conveyed to John O. Beaver by virtue of a warranty deed recorded in Deed Book 688, Page 244 in the Office of the Clerk of Superior Court of Sumter County, Georgia, which deeds by specific reference are incorporated herein.

Said Property being the same property described in that certain Plat of Survey of the property of W.F. Forehand, Jr. dated September 7, 2000, prepared by Paul H. Johnson, Jr., Georgia Registered Land Surveyor No. 2091, which plat is found of record in Plat Cabinet C, Slide 46-T. in the Office of the Clerk of Superior Court of Sumter County, Georgia, **LESS** that property described in that certain Plat of Survey of the property of "John Beaver" dated July 24, 2001, prepared by Paul H. Johnson, Jr., Georgia Registered Land Surveyor No. 2091, which plat is found of record in Plat Cabinet C, Slide 54-F. in the Office of the Clerk of Superior Court of Sumter County, Georgia, said plats with all information shown thereon are made a part of this description by specific reference thereto.

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 3 Regulated Area

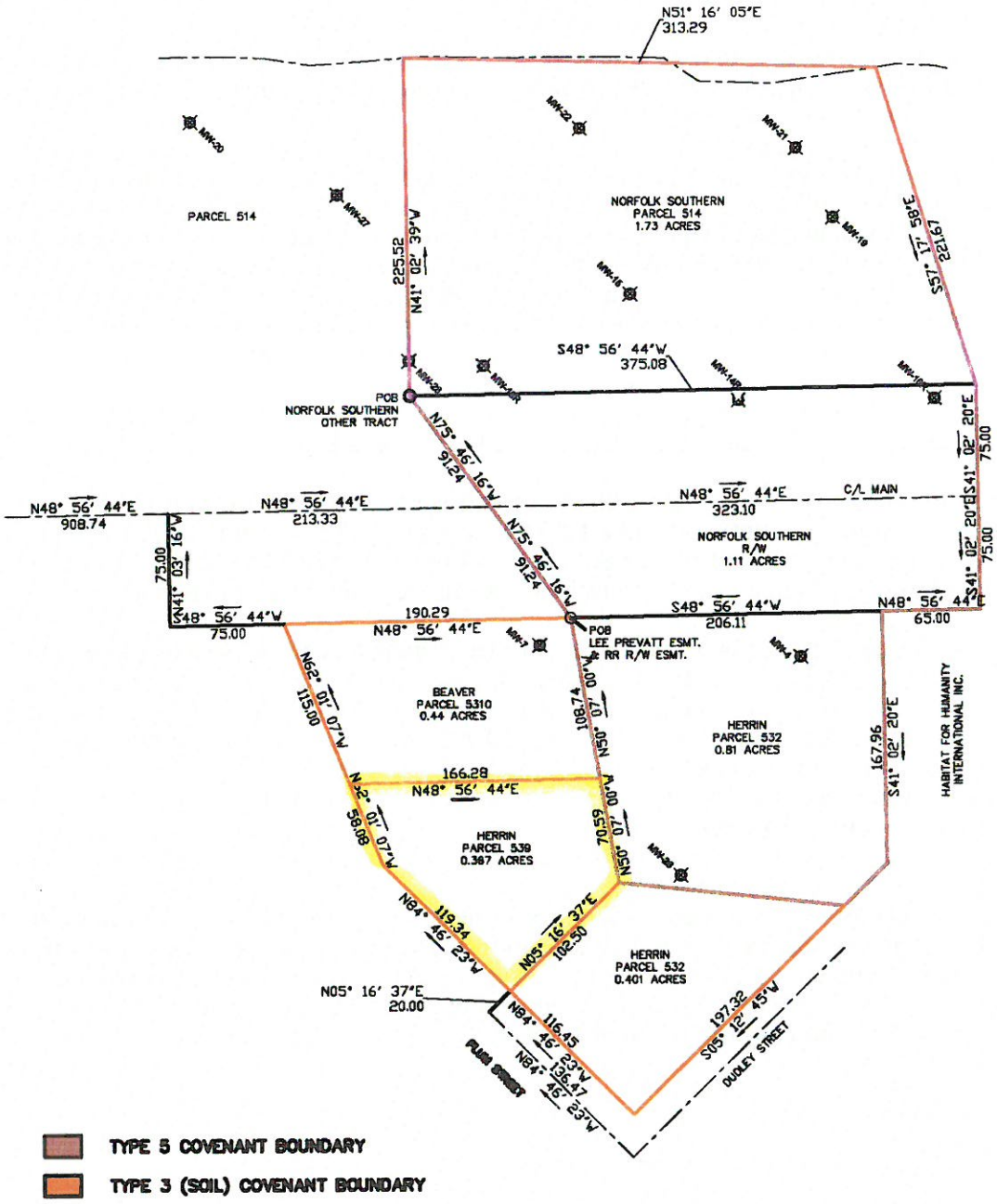


Exhibit C
Annual Property Evaluation

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)		

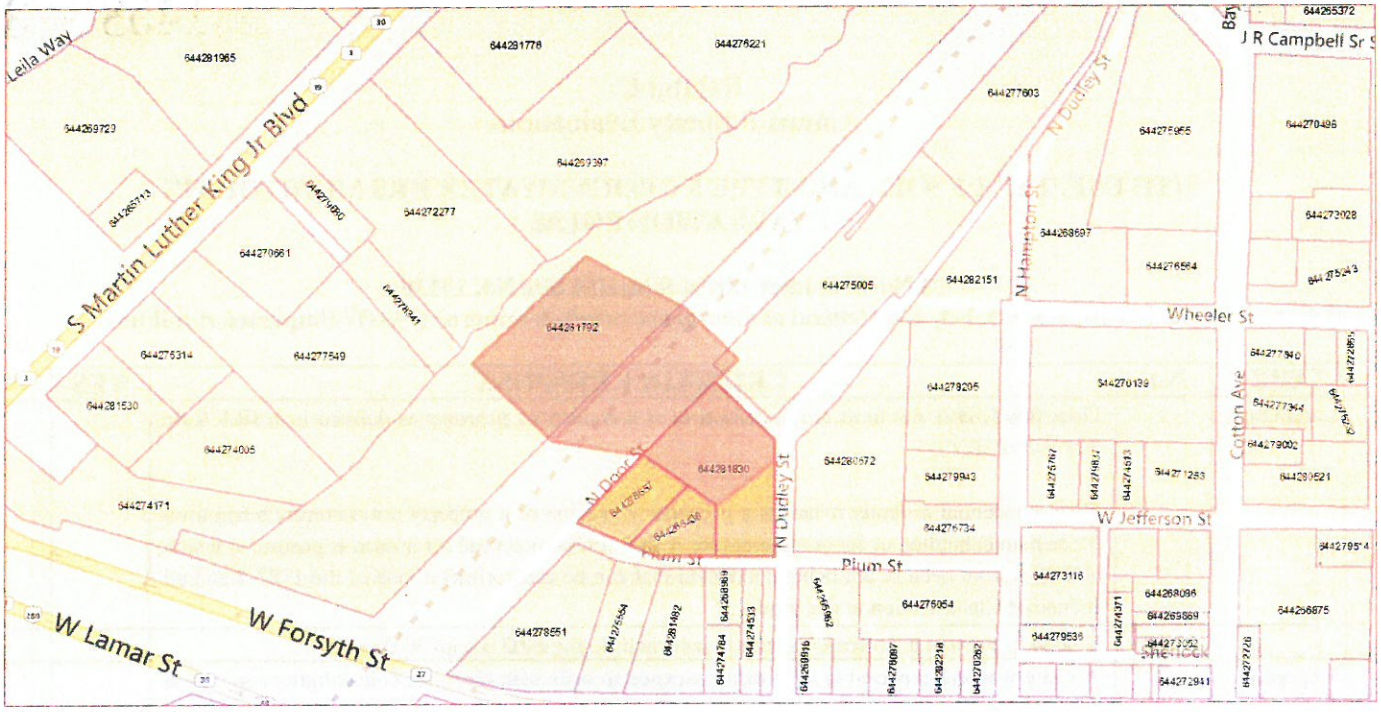
Certification:

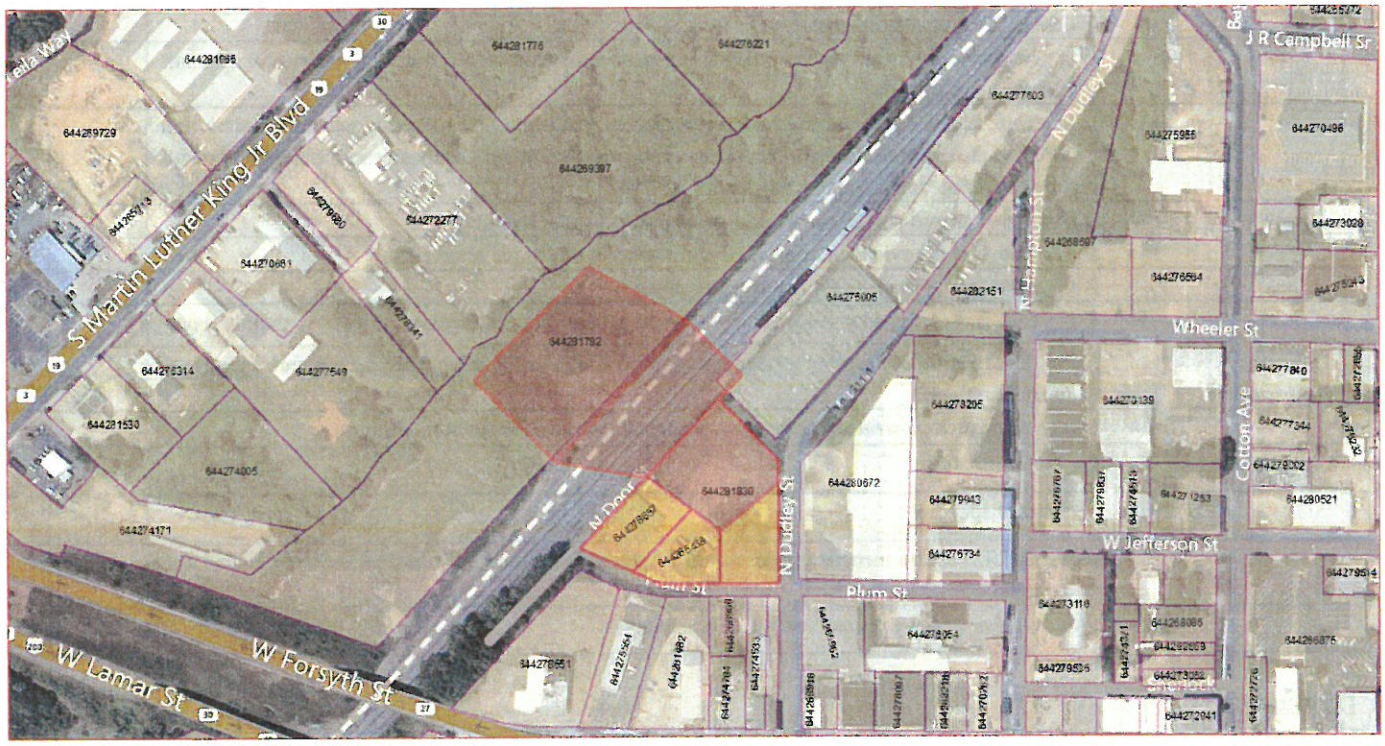
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage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

Recorded:

SIGNATURE _____ DATE _____





Recorded
10-13-2017
Karen M. Jansen
Deputy Clerk

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