

FILED & RECORDED

2019 AUG -1 PM 4: 27

LEIGH W STARRETT
CLERK
ELBERT SUPERIOR COURT

After Recording Return to:
Eastmoon Properties LLC
c/o Bobby F. Moon
1558 Lexington Highway
Elberton, Georgia 30635

CROSS-REFERENCE:
County: Elbert
Deed Book: 568
Page(s): 691-701

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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities Eastmoon Properties, LLC, Bobby F. Moon, Rusty Adams, and the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and Eastmoon Properties, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s):

Eastmoon Properties, LLC
c/o Bobby F. Moon
1558 Lexington Highway
Elberton, Georgia 30635

Eastmoon Properties, LLC
c/o Rusty Adams
1558 Lexington Highway
Elberton, Georgia 30635

Grantee/Holder with the power to enforce:

Eastmoon Properties LLC
c/o Bobby F. Moon and Rusty Adams
1558 Lexington Highway
Elberton, Georgia 30635

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

Persons with Interests other than Fee Simple:

None

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 4.7 acres of real property located at Washington Highway, Elberton, Elbert County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 20, 2014 to Eastmoon Properties, LLC; such conveyance is recorded in Deed Book 568, Pages 691-701, of the Elberton County deed records. The Property is located in the 189th District of Elbert County, Georgia.

The tax parcel(s) of the Property is 0421 008 of Elbert County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Eastmoon Properties, LLC, Eastmoon Properties, LLC and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Martin Fireproofing Georgia, Inc. Site, HSI# 10200. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch/ Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE, Suite 1054 East, Atlanta, Georgia, 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. Real Property. The Property shall be used only as non-residential property, as defined in Rule 391-3-19-.02(2)(r). Residential use of the Property is prohibited.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and Eastmoon Properties, LLC. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access and Enforcement

Authorized representatives of EPD and Eastmoon Properties, LLC shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, Eastmoon Properties, LLC and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Eastmoon Properties, LLC shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Eastmoon Properties, LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s). Eastmoon Properties, LLC represents and warrants that all of the following are true and correct:

- A. Eastmoon Properties, LLC holds fee simple title to the Property.
- B. Eastmoon Properties, LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Eastmoon Properties, LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Eastmoon Properties, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Eastmoon Properties, LLC is a party or by which Eastmoon Properties, LLC may be bound.
- D. There are no persons with existing interests other than fee simple in the Property;
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Eastmoon Properties, LLC served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

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

With a copy to:

Eastmoon Properties, LLC
c/o Bobby F. Moon
1558 Lexington Highway
Elberton, Georgia 30635

Eastmoon Properties, LLC
c/o Rusty Adams
1558 Lexington Highway
Elberton, Georgia 30635

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

Eastmoon Properties, LLC

Bobby Moon
(Signature)

Signed in the presence of:

Bobby F, Moon

Property Owner

Bob Thomas

Unofficial Witness (signature)

Bob Thomas

Unofficial Witness (print name)

State of Georgia
County of Elbert

This instrument was signed or attested before
me this 6 day of February, 2019, by
_____.

Personally Known
 Produced Identification

Lisa N. Dunion
Notary Public (Signature)

My Commission Expires: 3.23.19

(NOTARY SEAL) _____

Grantor

Eastmoon Properties, LLC

[Handwritten Signature]
(Signature)

Signed in the presence of:

Rusty Adams

Property Owner

[Handwritten Signature]
Unofficial Witness (signature)

Bob Thomas
Unofficial Witness (print name)

State of Georgia
County of Elbert

This instrument was signed or attested before
me this 19 day of March, 2019, by

Personally Known
 Produced Identification

[Handwritten Signature]
Notary Public (Signature)

My Commission Expires: 3-23-19

(NOTARY SEAL) _____

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 3rd day of July, 2019 :

Richard E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

Sydney Brogden
Unofficial Witness (signature)

Sydney Brogden
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 3rd day of July, 2019, by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-~~20~~22

(NOTARY SEAL)

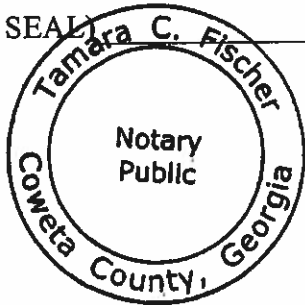


Exhibit A
Legal Description of Property

All that tract or parcel of land, with improvements thereon, lying and being in the 189th G.M. District, Elbert County, Georgia, on the Northeast side of State Highway No. 17, containing 5.2 acres, more or less, and being more particularly described on a Plat of Survey prepared by C.M. Rucker, RE. recorded on October 30, 1969, at Plat Book 07, Page 034, Elbert Superior Court Records to which reference is made for a true and accurate description of the metes and bounds of the property herein described. This property is bounded now or formerly as follows: On the Northeast by City of Elberton; on the Southeast by Martin Fireproofing Co.; on the Southwest by State Highway No. 17; and on the Northwest by Elberton Dev. Co.

This is the same tract or parcel of land conveyed to Elberton Development Company by Warranty Deed from City of Elberton, dated October 28, 1969, and recorded on October 30, 1969, at Deed Book 091, Page 817, Elbert Superior Court Records.

LESS AND EXCEPT:

All that tract or parcel of land, with improvements thereon, lying and being in the 191st G.M. District, Elbert County, Georgia, containing 0.50 of an acre, more or less, and being more particularly described on a Plat of Survey prepared by Clelland A. Tyson, RLS, dated August 14, 1973, and recorded at Plat Book 10, Page 263, Elbert Superior Court Records to which reference is made for a true and accurate description of the metes and bounds of the property herein described. This is the same tract or parcel of land conveyed to Georgia Synthetics, Inc., by Warranty Deed from Elberton Development Company, dated February 12, 1980, and recorded on July 22, 1980, at Deed Book 130, Page 237, Elbert Superior Court Records.



Overview



Legend

- Parcels
- Roads

Parcel ID	042I 008	Owner	EASTMOON PROPERTIES LLC	Last 2 Sales			
Class Code	Commercial		1558 LEXINGTON HIGHWAY	Date	Price	Reason	Qual
Taxing District	UNINCORPORATED		ELBERTON GA 30635	6/20/2014	\$220000	MP	U
	UNINCORPORATED	Physical Address	WASHINGTON HWY	10/1/1969	0	GF	U
Acres	4.7	Assessed Value	Value \$45825				
(Note: Not to be used on legal documents)							

Date created: 1/15/2019
 Last Data Uploaded: 1/15/2019 6:22:44 AM

Developed by **Schneider**
 GEOSPATIAL