

After Recording Return to:

Randall D. Quintrell

Randall D. Quintrell, P.C. / *Eversheds*  
999 Peachtree Street 23<sup>rd</sup> Floor *Sutherland*

Atlanta, Georgia 30309-3006

CROSS-REFERENCE:

Deed Book: \_\_\_\_\_

Page: \_\_\_\_\_

### Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act (hereinafter "Act"), O.C.G.A. § 44-16-1, *et seq.* This Environmental Covenant is entered into by Phoenix Corporation and the State of 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 and grants such other rights in favor of EPD and Phoenix Corporation as set forth herein.

**Fee Simple Owner/Grantor:**

Phoenix Corporation  
4685 Buford Highway  
Norcross, Georgia 30071

**Grantee/Holder with the power to enforce:**

Phoenix Corporation  
4685 Buford Highway  
Norcross, Georgia 30071

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

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

**Persons with Interests other than Fee Simple:**

Georgia Power Company  
241 Ralph McGill Boulevard  
Bin 10151  
Atlanta, Georgia 30308

Colonial Pipeline Company  
1185 Sanctuary Parkway, Suite 100  
Alpharetta, Georgia 30009

308712

RICHARD ALEXANDER, CLERK

17 OCT 26 AM 11:01

FILED AND RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY GA

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Mr. Russell McMurry, Commissioner  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree Street NW  
Atlanta, Georgia 30308

Charlotte Nash, Chairperson  
Gwinnett County Board of Commissioners  
Gwinnett Justice & Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

Mike Mason, Mayor  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, Georgia 30092

Thoroughbred Technology  
and Telecommunications, LLC  
Three Commercial Place  
Norfolk, Virginia 23510

Sprint Communications Company L.P.  
6200 Sprint Parkway  
Overland Park, Kansas 66251

Centurylink Communications, LLC  
100 Centurylink Drive  
Monroe, Louisiana 71203

### **Property Subject**

The property subject to this Environmental Covenant is the Phoenix Metals Distribution Facility located at 4685 Buford Highway, Norcross, Gwinnett County, Georgia (the "Property"). The Property consists of 9.48 acres and is located in Land Lot 258 of the 6th Land District of Gwinnett County, Georgia. A legal description of the Property is attached as Exhibit "A" and a plat of the Property is attached as Exhibit "B".

**Tax Parcel ID Number:** Tax Parcel No. 6258 048 of Gwinnett County, Georgia

### **Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to O.C.G.A. §§ 44-16-5(a) and 44-16-9(a), 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 in the Act. Thus, this Environmental Covenant shall be binding upon

Phoenix Corporation 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 at the Phoenix Metals Distribution Facility. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, Georgia 30334  
M-F 8:00 AM to 4:30 PM excluding state holidays

### **Activity and Use Limitations and Other Requirements Arising under Corrective Action**

The Property is subject to the following activity and/or use limitations and other requirements arising under the corrective action:

#### Use Limitations

*Real Property* – None

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

*Other* - None

#### Activity Limitations

*Interference with Remedy* - None

*Other* - None

#### Other Requirements

##### *Notice of Limitations and Requirements in Future Conveyances*

Each lease, security deed or easement hereafter conveying any interest in the Property (or any portion thereof) shall include a statement that the Property is subject to this Environmental Covenant, a copy of the Environmental Covenant and the location in the Deed Records where this Environmental Covenant is recorded.



Pursuant to O.C.G.A. § 44-16-6, 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/or Phoenix Corporation shall have the right to enter the Property at reasonable times in connection with implementation, compliance and/or enforcement of this Environmental Covenant. This Environmental Covenant shall be enforceable by EPD and Phoenix Corporation 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, Phoenix Corporation 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. Within thirty (30) days after recording of the Environmental Covenant, Phoenix Corporation shall send a stamped copy of the recorded Environmental Covenant to EPD and to each of the following: (1) each person holding a recorded interest in the Property; (2) each person in possession of the Property; (3) each municipality, county, consolidated government, or other unit of local government in which the Property is located; and (4) each owner in fee simple whose property abuts the Property.

### **Representations and Warranties by Grantor**

Grantor represents and warrants, to the best of its knowledge, information and belief, that:

- (1) Phoenix Corporation has the authority and power to enter into this Environmental Covenant, to carry out all obligations hereunder and to grant the rights provided herein;
- (2) Phoenix Corporation is the sole owner of the Property and holds fee simple title;
- (3) All persons with existing recorded interests other than fee simple in the Property have been identified; the type and status of their interests have been determined; for those interests where the type and/or status make it necessary, if any, the person's agreement to this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;
- (4) 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;

(5) This Environmental Covenant does not violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Grantor is a party or by which Grantor may be bound and

(6) At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant has been served on each person holding a recorded interest in the Property; each person in possession of the Property; each municipality, county, consolidated government, or other unit of local government in which the Property is located; and each owner in fee simple whose property abuts the Property as required by EPD.

### **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:

Phoenix Corporation  
4685 Buford Highway  
Norcross, Georgia 30071

### **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 competence 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 has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 11 day of August, 2017.

Signed, sealed, and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Scott Schultz

Unofficial Witness Name (Print)

[Signature]

Michael L. Smith

Unofficial Witness Address (Print)

[Signature]

Notary Public (Signature)

My Commission Expires: July 8, 2021

**For the Grantor:**

Phoenix Corporation

Name of Grantor (Print)

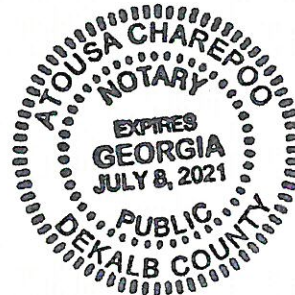
[Signature]  
Grantor's Authorized Representative (Signature)

(Seal)

Barry L. Eds  
Authorized Representative Name (Print)

President  
Title of Authorized Representative (Print)

Dated: August 11, 2017  
(NOTARY SEAL)



Grantee has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 11 day of August, 2017.

Signed, sealed, and delivered in the presence of:

Unofficial Witness (Signature)

Scott Schultz

Unofficial Witness Name (Print)

Michael L. Smit

Unofficial Witness Address (Print)

Notary Public (Signature)

My Commission Expires: July 8, 2021

**For the Grantee:**

Phoenix Corporation

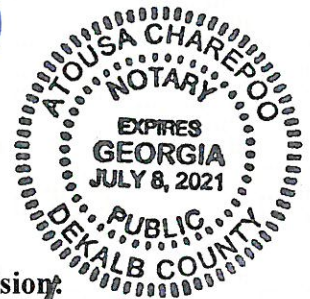
Name of Grantee (Print)

Grantee's Authorized Representative (Signature)

Authorized Representative Name (Print)

Title of Authorized Representative (Print)

Dated: August 11, 2017  
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Unofficial Witness (Signature)

Sydney Brogden

Unofficial Witness Name (Print)

2 MLK JR DR SE

Atlanta, GA 30334

Unofficial Witness Address (Print)

Notary Public (Signature)

My Commission Expires: 7-27-18

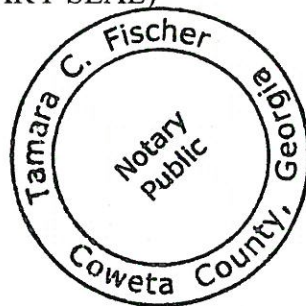
**For the State of Georgia  
Environmental Protection Division:**

(Signature)  
Richard Dunn

Director

Dated: 10-13-17

(NOTARY SEAL)



**EXHIBIT "A"**

All that tract or parcel of land lying, and being in Land Lot 258 of the Sixth District of Gwinnett County, Georgia, and being more particularly described as follows:

To locate the point of beginning, begin at a point on the land lot line common to Land Lots 258 and 269 located North 60 degrees 36 minutes East a distance of 1742.9 feet as measured along said land lot line from the westernmost corner of Land Lot 258; run thence South 29 degrees 30 minutes 30 seconds East 417.3 feet to a point on the southeast right of way line of the 200-foot right of way of Southern Railway System, WHICH IS THE PLACE OR POINT OF BEGINNING; run thence South 29 degrees 30 minutes 30 seconds East 475.00 feet to a point on the northwest right of way line of U.S. Highway 23, a/k/a Atlanta-Buford Highway (a 100-foot right of way); run thence southwesterly along the northwest right of way line of U.S. Highway 23 a distance of 890.1 feet to an iron pin; run thence North 29 degrees 37 minutes West 503.6 feet to an iron pin on the southeast right of way line of the Southern Railway System right of way; run thence North 49 degrees 57 minutes East along said right of way line a distance of 885.4 feet to the place or point of beginning; said property being particularly described according to a plat of survey of property of Hall Steel Company by Virgil F. Gaddy, Surveyor, dated September 10, 1980.



BK55488 PG0522

Exhibit B  
Map

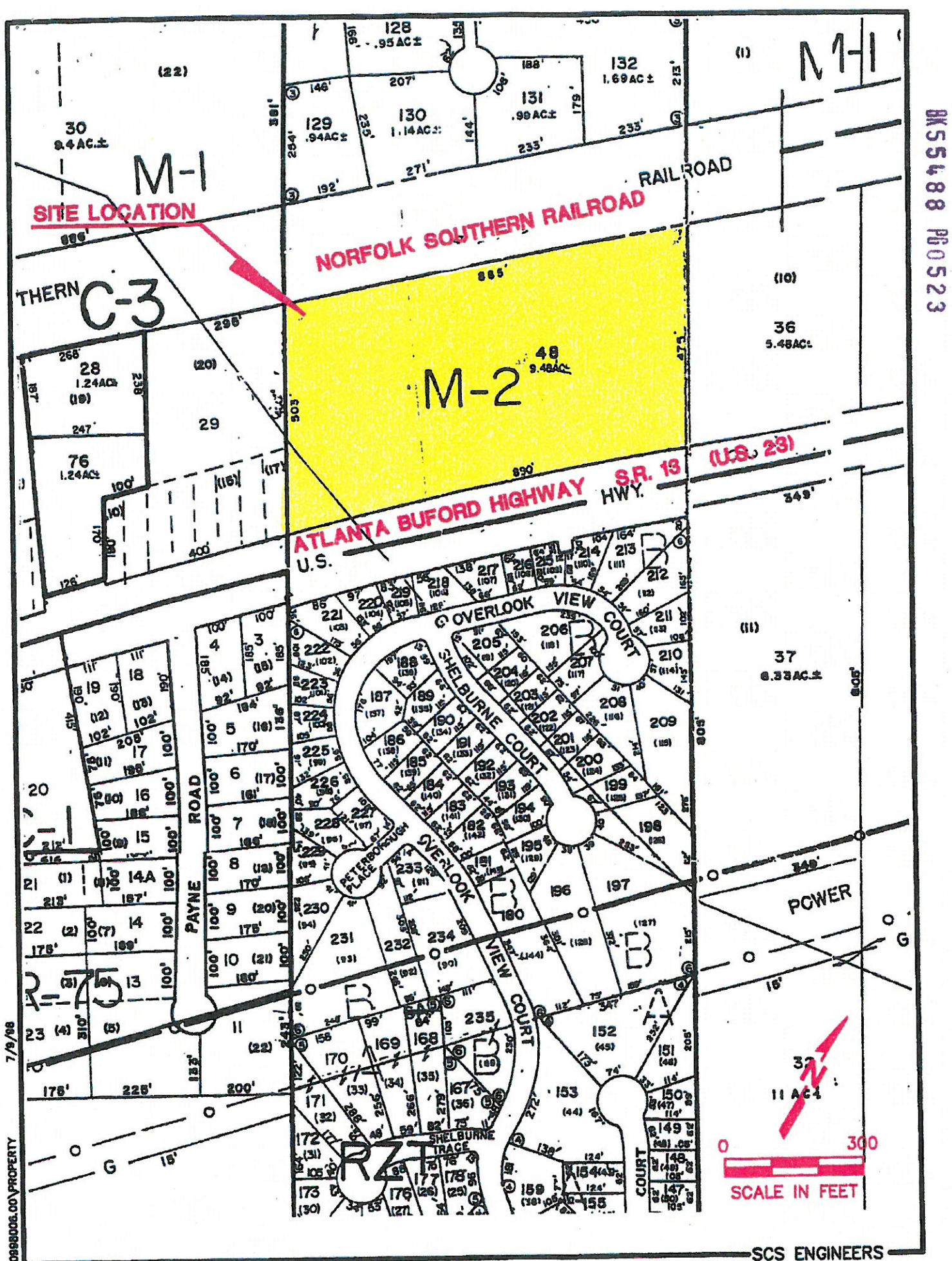


Figure 2-2. Gwinnett County Property Appraiser's Plat Map, Phoenix Metals Contamination Assessment, Norcross, Georgia.