

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

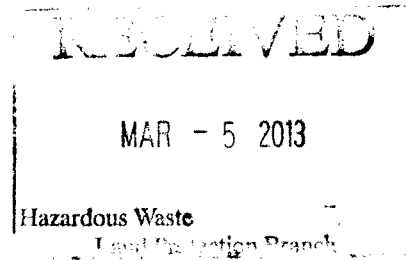
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James E. Holmes, Jr.
(Admitted in GA & FL)
Tel: 404.322.6131
jim.holmes@nelsonmullins.com

March 3, 2013

VIA FEDERAL EXPRESS

Mr. Yi Lu
Georgia Department of Natural Resources
Environmental Protection Division
Environmental Protection Division
Floyd Towers East, Suite 1154
2 Martin Luther King Jr. Drive, SE
Atlanta, Georgia 30334-09000



Re: *Recorded environmental covenant for property located at 900 East Golden Road, Tifton, Tift County, Georgia; Tax Parcel No. T061 014 (the "Property")*
Our file no. 00301.09105

Dear Yi:

Attached please find the originally executed covenant referenced above, which has been recorded in the land records of Whitfield County, Georgia. Also, please note that a copy of the recorded covenant has been sent to each of the notice parties in the manner required by the Georgia Uniform Environmental Covenants Act.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to call.

Respectfully,

James E. Holmes, Jr.

Enclosure

cc: Richard Hughes (*via e-mail w/ enclosure*)
 John Macleod (*via e-mail w/ enclosure*)

day of Jan, 2013

time: 2:58pm

VOL. 1669 PG. 282

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

Walter C. Bate
Clerk of Superior Court

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:

Charline S. McElroy
900 East Golden Road
Tifton, GA 31793

**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 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

Grantee/Holder/Access Rights:

Chevron Environmental Management Company
6001 Bollinger Canyon Road
San Ramon, CA 94583

Property:

The area subject to this Environmental Covenant includes all that tract or parcel of land lying and being in the County of Tift, State of Georgia, in Land Lot 356 in the 6th Land District, and being more particularly described as follows: BEGINNING at a point where the South right of way of Golden Road intersects with the East right of way line of the GS&F Railroad and running thence South 86 degrees 30 minutes East along the Southern edge of the right of way of Golden Road a distance of 295.61 feet to a stake, which is the beginning point; running thence South 86 degrees 30 minutes East a distance of 194.72 feet to a stake; thence running South 1 degree 14 minutes West a distance of 329.24 feet to a stake; thence running South 8 degrees 7 minutes East 382.36 feet to a stake; thence running North 86 degrees 30 minutes West 150.25 feet to a stake; thence running South 20 degrees 14 minutes East 75 feet to a stake; thence running North 86 degrees 30 minutes West a distance of 120.79 feet to a stake; thence running North 20 degrees 14 minutes West along the Eastern right of way line of GS&F Railroad a distance of 559.88 feet to a stake; thence running North 78 degrees 7 minutes 14 seconds East a distance of 269 feet to a stake; thence running North 18 degrees 58 minutes 39 seconds West a distance of 203.78 feet to the

2013 JAN 22 PM 2:58

RECEIVED
TIFT COUNTY
CLERK OF SUPERIOR COURT

point and place of beginning, said tract containing 4.59 acres, more or less, and being that tract of land shown as Tract I of a Survey for G.L. Slack and E.J. Riddle prepared by Gibbs & Harper Surveying Co. dated May 27, 1985, and recorded at Plat Book 16, Page 142, in the Office of the Clerk of Superior Court of Tift County, Georgia (see Attachment A). All references are to Tift County records.

Tax Parcel Number(s):

T061 014 of Tift 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 documents:

- Record of Decision, issued by the U.S. Environmental Protection Agency (hereinafter “**EPA**”) on September 30, 1994.
- Record of Decision Amendment, issued by the EPA on June 18, 1997.
- Record of Decision Amendment, issued by the EPA on November 10, 1998.
- Unilateral Administrative Order for Remedial Design and Remedial Action, issued by the EPA on July 11, 1995 (the “**Order**”).
- Record of Decision Amendment, issued by the EPA on May 2, 2000.
- Consent Decree in the case of *United States v. Marzone*, Civil Action No. 7:02-CV-43, dated February 3, 2004, entered by the U.S. District Court for the Middle District of Georgia on Feb. 7, 2005.

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 Tift 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 endrin, heptachlor, DDT, chlordane, toxaphene, atrazine, methyl and ethyl parathion, lindane, DDD, and malathion occurred on the Property. Endrin, heptachlor, DDT, chlordane, toxaphene, atrazine, methyl and ethyl parathion, lindane, DDD, and malathion 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 deed restrictions; the design and construction of an in-situ funnel-and-gate system (consisting of an impermeable barrier wall which directs the contaminated groundwater through a granular activated carbon treatment medium); installation of ground-water monitoring wells; the start-up, operation, and maintenance of this system; reduction of contamination in groundwater south of the treatment system (approximately 7% of total contamination) by natural attenuation; and the 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/Access Rights, 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, EPA, Chevron and their respective successors and assigns, and shall bind the Owner and her heirs, executors, administrators, personal representatives, successors and assigns (the “**Grantor Parties**”), and shall be enforceable by the Director of EPD and his agents or assigns, Grantor and its successors and assigns, EPA, Chevron and its successors and assigns, and other parties 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, EPA and Chevron Environmental Management Company (hereinafter, “**Chevron**”) 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 or 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. Owner acknowledges that Chevron has implemented and is operating and maintaining a groundwater detection-monitoring program as detailed in the EPA-approved Operation and Maintenance Plan dated July 2000. Owner agrees not to interfere with this program as the same may be amended from time to time.

5. Periodic Reporting. Upon request the Owner agrees to submit to EPD and EPA documentation stating whether or not, to its knowledge, 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 EPD and EPA:
 - a. Drilling or otherwise constructing any water wells; and
 - b. Engaging in activities that could cause damage to the Remedial Action, 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. The Owner agrees that such markers may be installed by EPD, EPA or Chevron. 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, Chevron 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, Chevron 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 or EPD. This Environmental Covenant does not in any way create any interest by EPA or 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 EPA or EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).
14. Access Right in Favor of Chevron. The Owner hereby grants Chevron and its authorized representatives a non-exclusive, perpetual right of entry in, over and upon the Property with personnel, vehicles, equipment, materials and supplies: (a) for the purposes set forth in Paragraphs 4, 8 and 9 above; (b) to perform the Remedial Action (as the same may amended from time to time); and (c) to comply with the Order and any other orders, directives or decrees issued by EPD or EPA with respect to environmental conditions at the Property. Chevron shall have the right to enforce its right under of entry for the purposes set forth above.

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 and to grant the rights and interests herein provided;
- 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 or permitted to be sent pursuant to the terms of this Environmental Covenant shall be in writing and sent to the following persons:

If to Grantor:

Charline S. McElroy
900 East Golden Road
Tifton, GA 31793

If to Grantee/Entity with
express power to enforce:

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

If to Additional Agency Overseer:

Franklin E. Hill
Director, Superfund Division

The United States Environmental Protection Agency
 Region 4
 61 Forsyth Street, SW
 Atlanta, GA 30303

Holder/
If to Grantee/Access Rights:

Chevron Environmental Management Company
 6001 Bollinger Canyon Road
 San Ramon, CA 94583

A party may change its address for purposes of this Environmental Covenant by giving notice to the other parties in the manner set forth above. Notices shall be deemed given, received and effective when delivered to the current notice address of the recipient.

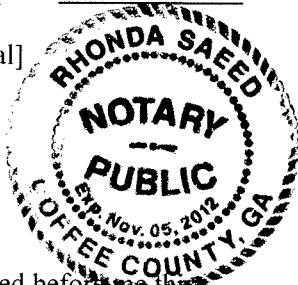
In Witness Whereof, Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 2nd day of May 2012.

Sworn and subscribed before me this
2 day of May, 2011.
 2012

Antoinette McKinnon
 Unofficial Witness

Rhonda Saeed
 Notary Public
 My commission expires: 11-5-2012

[Notary Seal]



Sworn and subscribed before me this
 ____ day of ____, 2011.

Unofficial Witness

Notary Public

My commission expires: _____

[Notary Seal]

GRANTOR:

Charline S. McElroy
 CHARLINE S. MCELROY

GRANTEE/HOLDER:

STATE OF GEORGIA
 DEPARTMENT OF NATURAL RESOURCES
 ENVIRONMENTAL PROTECTION DIVISION

By: _____

[Printed name of person acknowledging receipt]

Title: _____

Dated: _____

~~GRANTEE/~~ ^{HOLDER/} ACCESS RIGHTS:

**CHEVRON ENVIRONMENTAL MANAGEMENT
COMPANY**

Sworn and subscribed before me this
____ day of _____, 2011.
2012

Unofficial Witness

Notary Public

My commission expires: _____

[Notary Seal]

By: Katherine Hower

Print name: Katherine Hower

Title: CEMC General Manager

Dated: 5/31/12

see attached p. 7A

ADDITIONAL AGENCY OVERSEER:

This Environmental Covenant is hereby approved by the United States Environmental Protection Agency
this 15th day of January, 2011.
2013

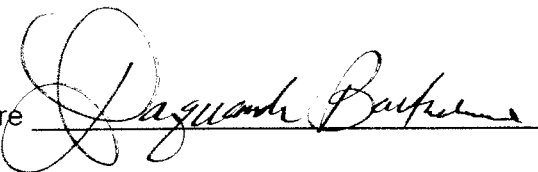
By: [Signature]

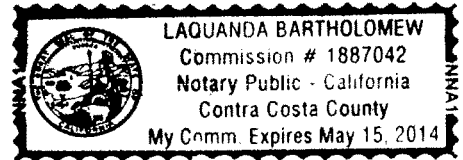
Franklin E. [Signature]
Director, Superfund Division
U.S. Environmental Protection Agency
Region 4

Dated: 1/15/13

State of California
County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 31 day of
May 31, 2012, by Katherine L. Hower, proved to me on the basis of
satisfactory evidence to be the person who appeared before me.

Signature  (Seal)

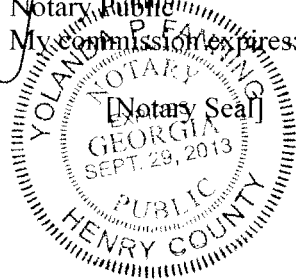


**GRANTEE/ENTITY WITH
EXPRESS POWER TO ENFORCE:**

Sworn and subscribed before me this
11th day of December, 2012.

X Deborah H. Moore
Unofficial Witness

Yolanda P. Fanning
Notary Public
My commission expires: Sept. 29, 2013

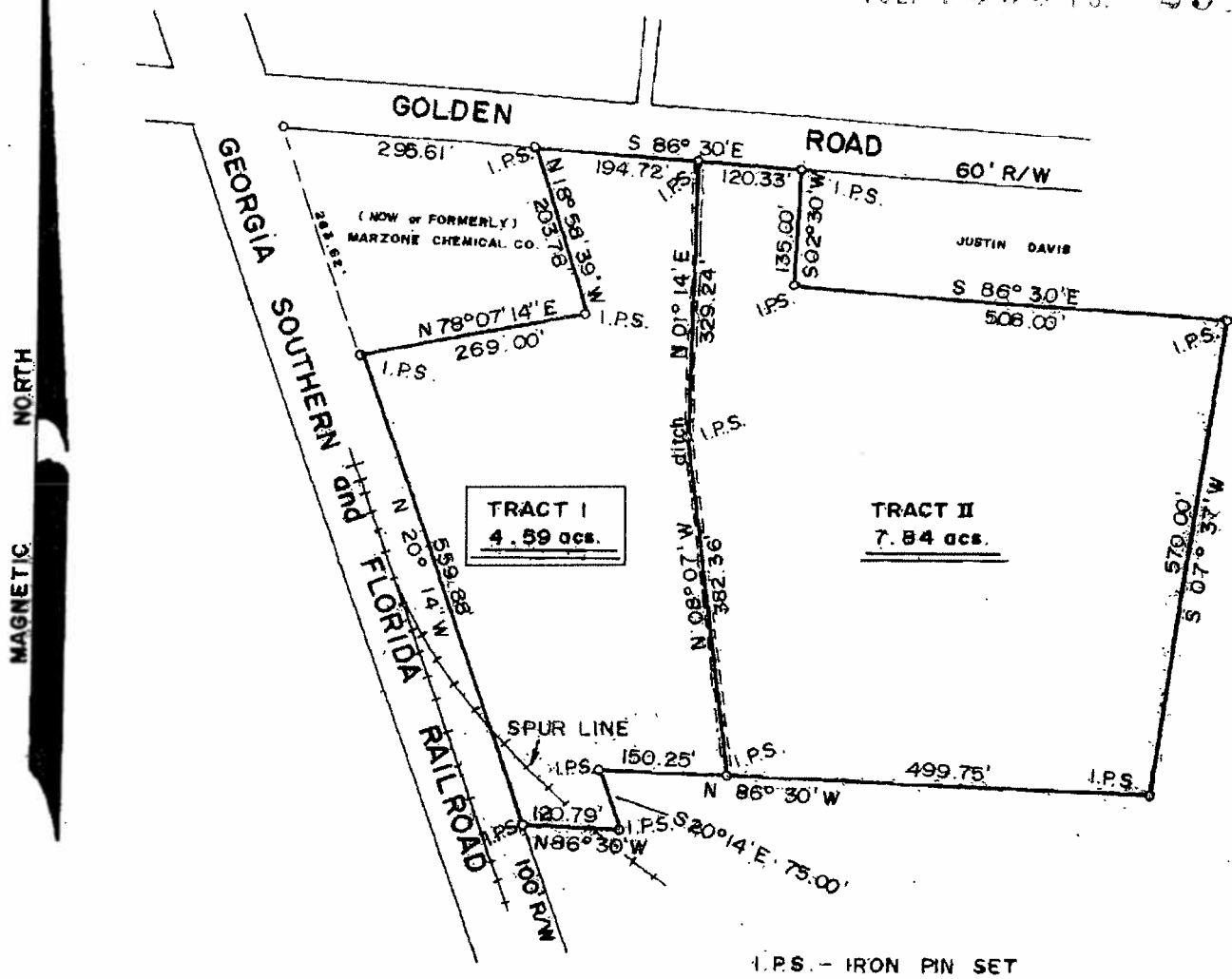


**STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION**

By: Judson H. Turner
Judson H. Turner
[Printed name of person acknowledging receipt]

Title: Director

Dated: 12-11-2012



SURVEY FOR:
G. L. SLACK TRACT I AND
E. J. RIDDLE TRACT II
 LOCATED IN LAND LOT 356
 6th LAND DISTRICT
 TIFT COUNTY, GEORGIA
 scale: 1" = 200', date: 5/27/1985



GIBBS and HARPER SURVEYING CO.
 P.O. BOX 1751
 TIFTON, GEORGIA 31793

I CERTIFY THAT THIS MAP IS A CORRECT
 REPRESENTATION OF THE LAND PLATT
 HAS BEEN PREPARED IN CONFORMITY
 WITH THE STANDARDS AND REQUIREMENTS

From: (404) 322-6000
James Holmes, Jr.
Nelson Mullins
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, GA 30363

Origin ID: QFEA



J13101212190326

Ship Date: 04MAR13
ActWgt: 0.5 LB
CAD: 103855452/WSX12500

Delivery Address Bar Code



SHIP TO: (404) 322-6131

BILL SENDER

Mr. Yi Lu
GA DEPT OF NAT RESOURCES - EPA DIV
2 Martin Luther King Jr Dr SW Ste 1

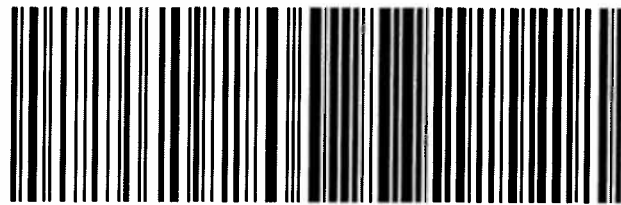
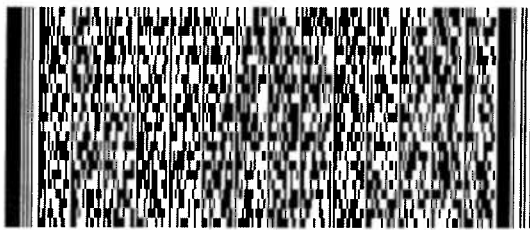
Atlanta, GA 30334

Ref # 00301.09105-JEH-
Invoice #
PO #
Dept #

TUE - 05 MAR 3:00P
STANDARD OVERNIGHT
ASR
30334
GA-US
ATL

TRK# 7948 8290 1624

0201

37 QFEA

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.