

Deed Doc: COVE  
Recorded 06/14/2022 09:13AM

Connie H. Cheatham  
Clerk Superior Court, McDuffie County, Ga.  
Bk 00720 Pg 0989-1005  
Penalty: \$0.00  
Interest: \$0.00  
Participants: 7184306703,7534679821

After Recording Return to:  
Darren Meadows  
Hull Barrett, PC  
801 Broad Street, 7<sup>th</sup> Floor  
Augusta, GA 30901

CROSS-REFERENCE:  
County: McDuffie  
Deed Book: 599  
Page(s): 332-333

## 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 executing this Environmental Covenant 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 Holders as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Speer Land Company, LLC  
c/o John Z. Speer  
2670 Henry Street  
Augusta, GA 30904

**Grantees/holders with the power to enforce:**

The WM Landfill Site PRP Group  
c/o Fulcher Hagler LLP  
P.O. Box 1477  
Augusta, GA 30903  
Attn.: James W. Purcell, Esq.

Members of The WM Landfill Site PRP Group:

- Raytheon Technologies Corporation (f/k/a United Technologies Corporation), o/b/o Lear Corporation;
- Adient US LLC;
- GIW Industries, Inc.;

- Hoover Treated Wood Products, Inc.;
- International Paper Company, as successor in interest to TIN LLC (f/k/a Temple-Inland Forest Products Corporation)

**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 1052 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 122 acres of real property located at 1634 Mesena Road, Thomson, McDuffie County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on February 19, 2013 to Speer Land Company, LLC; such conveyance is recorded in Deed Book 599, Pages 332-333, of the McDuffie County deed records. The Property is located in the 134<sup>th</sup> District of McDuffie County, Georgia.

McDuffie County, Georgia tax parcel identification number: 00200012

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 Speer Land Company, LLC, the WM Landfill Site PRP Group (members identified

hereinabove), 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 former Williams-Mesena Road Landfill Hazardous Site Inventory Site, HSI # 10021. 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, GA 30334

Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10021 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.**

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

- A. Any residential use of the Property, as defined or provided in Section 391-3-19-.02 of the Rules and any residential, commercial, industrial or village use of the Property, as defined or provided in the McDuffie County's zoning regulations as of the date of this Environmental Covenant shall be prohibited.
- B. Activities on the Property that may interfere with the remedy required by corrective action or that may result in the release of hazardous wastes, hazardous constituents or hazardous substances regulated under state law are prohibited, with the exception of work necessary for the maintenance, repair, or replacement of engineering controls or monitoring wells. Activities that are prohibited include, but are not limited to, the following: drilling, digging,

bulldozing, earthwork, and/or placement of any objects, herd animals, or use of any equipment on the surface or on or near capped areas that may deform or stress the surface beyond its load bearing capability or deform, stress, break or pierce the capped areas.

- C. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
- D. No structures of any kind may be erected over or within one hundred fifty (150) feet of the landfill areas, as delineated in the corrective action documents in EPD files.

**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 The WM Landfill Site PRP Group. 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.

- D. **Monitoring, Maintenance and Reporting.** Grantor shall ensure performance of all monitoring, maintenance and reporting activities as may be required under the Monitoring and Maintenance Plan specified or approved by Georgia Environmental Protection Division.
- E. **Permanent Markers.** A permanent marker (i.e. weather resistant metal sign) shall be installed and maintained at any and all access gates to the Property or other location as approved by EPD. Disturbance or removal of such markers are prohibited.

### **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 the WM Landfill Site PRP Group 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, perform maintenance, or to take samples.

This Environmental Covenant shall be enforceable by EPD, the WM Landfill Site PRP Group (collectively, or any member thereof) 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**

EPD's and the WM Landfill Site PRP Group's (collectively or any member thereof) 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, Speer Land Company, 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, Speer Land Company, 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).** Speer Land Company, LLC represents and warrants that all of the following are true and correct:

- A. Speer Land Company, LLC holds fee simple title to the Property.
- B. Speer Land Company, 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 Speer Land Company, 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 Speer Land Company, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Speer Land Company, LLC is a party or by which Speer Land Company, 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, Speer Land Company, 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:

The WM Landfill Site PRP Group and its members  
c/o Fulcher Hagler LLP  
P.O. Box 1477  
Augusta, GA 30903  
Attn.: James W. Purcell, Esq.

### **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).

Signed, sealed and delivered in the presence of:

*Richard E. Dunn*  
Unofficial Witness (Signature)

LA'QUETTA FERRELL  
Unofficial Witness Name (Print)

For the Environmental Protection Division,  
Department of Natural Resources, State of

*R. Dunn*  
Richard E. Dunn  
Director, Environmental Protection Division

Date: 5/26/22

State of Georgia  
County of WILKINSON

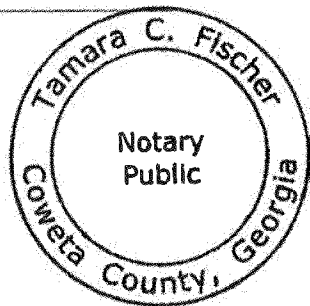
This instrument was signed or attested before me this 26 day of May, 2022 by

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public, State of Georgia

My commission expires: 7-27-2022

(Notary Seal)





Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Walter Eubanks  
Unofficial Witness Name (Print)

State of Georgia  
County of Richmond

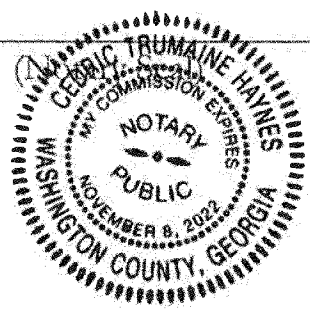
This instrument was signed or attested before me this 10 day of March 2022 by John Speer Jr.

Personally Known

Produced Identification

[Signature]  
Notary Public, State of Georgia

My commission expires: 11/08/2022



GRANTOR:

Speer Land Company, LLC  
[Signature]  
Grantor's Authorized Representative (Signature)

John Z Speer, Jr  
Authorized Representative Name (Print)

Registered Agent Sole Member  
Title of Authorized Representative (Print)

Date: 3/10/2022

Signed, sealed and delivered in the presence of:

GRANTEE:

[Signature]  
Unofficial Witness (Signature)

Raytheon Technologies Corporation (f/k/a United Technologies Corporation), o/b/o Lear Corporation

James S McNeely II  
Unofficial Witness Name (Print)

Annette McNeely  
Grantee/Holder's Authorized Representative (Signature)

Annette McNeely  
Authorized Representative Name (Print)

State of Connecticut  
County of Hartford

VP, EH'S  
Title of Authorized Representative (Print)

This instrument was signed or attested before me this 16 day of MARCH, 2024 by [Signature] <sup>and</sup> 2022

DATE: 3/16/22

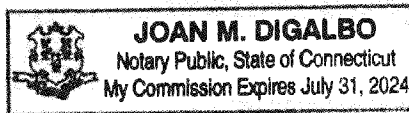
Personally Known

Produced Identification

Joan M. Digalbo  
Notary Public, State of Connecticut

My commission expires: July 31, 2024

(Notary Seal)



Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Gregory S. Smith  
Unofficial Witness Name (Print)

State of Wisconsin  
County of Milwaukee

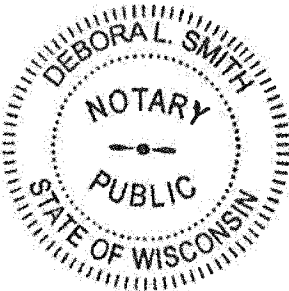
This instrument was signed or attested before me this 4<sup>th</sup> day of April 2022, 2021 by Heather M. Tiltmann

Personally Known

Produced Identification

[Signature]  
Notary Public, State of Wisconsin

My commission expires:  
October 12, 2024  
(Notary Seal)



GRANTEE:

Adient US LLC  
[Signature]  
Grantee/Holder's Authorized Representative (Signature)

Heather M. Tiltmann  
Authorized Representative Name (Print)

Manager  
Title of Authorized Representative (Print)

DATE: April 4, 2022

Signed, sealed and delivered in the presence of:

Sushil Jain  
Unofficial Witness (Signature)

Susan M Spangler  
Unofficial Witness Name (Print)

State of Georgia  
County of Columbia

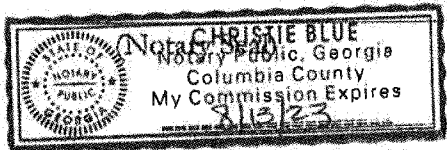
This instrument was signed or attested before me this 11 day of March, 2022 by

Personally Known

Produced Identification

Christie Blue  
Notary Public, State of Georgia

My commission expires: 8/13/23



GRANTEE:

GIW Industries, Inc.

E. H. ...  
Grantee/Holder's Authorized Representative (Signature)

Dr. Enrico Handrick  
Authorized Representative Name (Print)

VP Finance  
Title of Authorized Representative (Print)

DATE: 3/11/2022

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Raven Hall  
Unofficial Witness Name (Print)

State of Georgia  
County of McBuffie

This instrument was signed or attested before me this 31 day of March, 2021 by

Personally Known

Produced Identification

Carla M. Neal  
Notary Public, State of Georgia

My commission expires:

04/03/2023  
(Notary Seal)

GRANTEE:

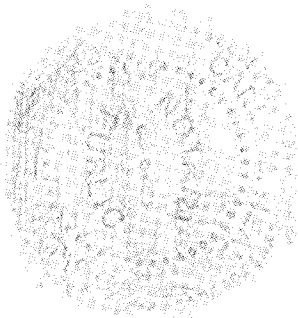
Hoover Treated Wood Products, Inc.

[Signature]  
Grantee/Holder's Authorized Representative (Signature)

BARRY W HOLDEN  
Authorized Representative Name (Print)

PRESIDENT  
Title of Authorized Representative (Print)

DATE: 3/31/22



Signed, sealed and delivered in the presence of:

GRANTEE:

*[Signature]*  
Unofficial Witness (Signature)

International Paper Company, as successor in interest to TIN LLC (f/k/a Temple-Inland Forest Products Corporation)

Brian E. Jones  
Unofficial Witness Name (Print)

*Emily W. Lee*  
Grantee/Holder's Authorized Representative (Signature)

State of Tennessee  
County of Shelby

*Emily W. Lee*  
Authorized Representative Name (Print)

This instrument was signed or attested before me this 22<sup>nd</sup> day of February, ~~2021~~ 2022 by

*Environmental Remediation Manager*  
Title of Authorized Representative (Print)

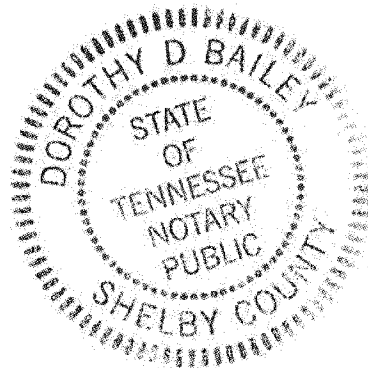
Personally Known

DATE: 2/22/22

Produced Identification

*Dorothy D. Bailey*  
Notary Public, State of TN

My commission expires:



\_\_\_\_\_  
(Notary Seal)

My Commission Expires March 13, 2022

**Exhibit A**  
**Legal Description of Property**

ALL that certain tract or parcel of land, together with any and all improvements thereon, situate, lying and being in the 134th District, G.M., McDuffie County, Georgia, which said tract or parcel of land contains 122 acres, in the aggregate, and is more fully shown and delineated according to a certain plat of survey thereof, prepared by John A. McGill, Registered Surveyor, under date of December 18, 1989, entitled "Plat for Jerry D. Williams," a copy of which said plat of survey is of record in the Office of the Clerk, Superior Court, McDuffie County, Georgia, in Plat Book R, Page 77-G, and to which said plat of survey and the official record thereof referenced is hereby had in aid and for a more full, complete and accurate description of the tract or parcel of land herein and hereby described and conveyed, with respect to metes, bounds, courses, distances and dimensions; said plat of survey and the official record thereof, by this reference, being hereby incorporated herein and made a part hereof.

The hereinabove described 122-acre tract or parcel of land is composed and comprised of Tract #1, containing 115.89 acres and Tract #2, containing 6.11 acres, all as shown and delineated on the hereinabove referenced plat of survey.

Tract #1 of the above described property may not be sold and conveyed separately from Tract #2 without the prior written approval and authorization of the McDuffie County Planning Board; and the Grantee herein, by its acceptance of this conveyance, hereby acknowledges and acquiesces in such prohibition.

This is the same property conveyed to Jerry D. Williams, Inc. by deed dated March 30, 1990 and recorded in the office of the said Clerk in Deed Book 161, page 115.

Tax Parcel No. 00200012

**Exhibit B  
Map of Property**



