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After Recording Return to:

RETURN TO:
Dover Miller Karras Langdale & Brantley, P.C.
P.O. Box 729
Valdosta, Ga 31603-0729

CROSS-REFERENCE:
County: *LOWNDES*
Deed Book: *229*
Page(s): *221*

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 as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

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

The City of Valdosta
216 East Central Avenue
Valdosta, GA 31603-1125

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

Hood Packaging Corporation
910 River Street
Valdosta, GA 31601

**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

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 34.31 acres of real property commonly known as John W. Saunders Memorial Park located at 1151 River Street, Valdosta, Lowndes County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on or about February 28, 1974 to The City of Valdosta; such conveyance is recorded in Deed Book 229, Page 221, of the Lowndes County deed records. The tax parcel of the Property is 0119A 025 of Lowndes 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 the City of Valdosta, Hood Packaging

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 an environmental response performed and/or being performed at the adjacent Hood Packaging Corporation property designated as Georgia HSI Site No. 10089 and Georgia VRP Site No. 1413925512. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE, Suite 1058 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

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.
- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 et seq., unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 et seq.

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/Compliance.

Grantor(s) shall provide reasonable access to authorized representatives of EPD and Hood Packaging Corporation to verify compliance with the terms of this Environmental Covenant. This Environmental Covenant shall be enforceable by EPD, Hood Packaging 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 of EPD, The City of Valdosta 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, The City of Valdosta 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).

Grantor(s) represents and warrants that all of the following are true and correct:

- A. The City of Valdosta holds fee simple title to the Property.
- B. The City of Valdosta 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 The City of Valdosta 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 The City of Valdosta nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which The City of Valdosta is a party or by which The City of Valdosta may be bound.
- D. There are no persons with existing interests other than fee simple in the Property;
- E. 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 was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

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).

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

Signed, sealed, and delivered in the presence of:

Teresa S. Bolden

Unofficial Witness (Signature)

Teresa S. Bolden

Unofficial Witness Name (Print)

Bryan Tillman

Bryan Tillman
Unofficial Witness Address (Print)

Signed, or attested to before me on this
9 day of August, 2024
by:

Cheryl Gallagher

Notary Public (Signature)

My Commission Expires: 3/08/25



For the Grantor:

The City of Valdosta

Name of Grantee (Print)



Grantor's Authorized Representative (Signature)

Scott James Matheson

Authorized Representative Name (Print)

Mayor

Title of Authorized Representative (Print)

Dated: 08/09/24

(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

Michelle Chandler

Unofficial Witness (Signature)

Pam Bodie

Unofficial Witness Name (Print)

St. John
Debra Clegg

Unofficial Witness Address (Print)

Signed, or attested to before me on this
9th day of October, 2024,
by:

Helen F. Stephenson

Notary Public (Signature)

My Commission Expires: 10-01-2026

For the Grantee/Holder:

Hood Packaging Corporation

Name of Grantee (Print)

Hood Packaging Corporation

Grantee's Authorized Representative (Signature)

John A. Burnam

Authorized Representative Name (Print)

General Counsel, Secretary, EVP

Title of Authorized Representative (Print)

Dated: 10/09/2024

(NOTARY SEAL)



For the State of Georgia
Environmental Protection Division:

Jeffrey W. Cown
(Signature)

Signed, sealed, and delivered in the
presence of:

Amy Mussler
Unofficial Witness (Signature)

Amy Mussler
Unofficial Witness Name (Print)

Beth Bush

BRETT BLACKWELDER

Unofficial Witness Address (Print)

Jeffrey W. Cown
(Print Name)

Director
(Print Title)

Dated: 6/12/2025

(NOTARY SEAL)

Signed, or attested to before me on this
12 day of JUNE, 2025
by:

Shameka S. Beard
Notary Public (Signature)
My Commission Expires: 7/9/2027

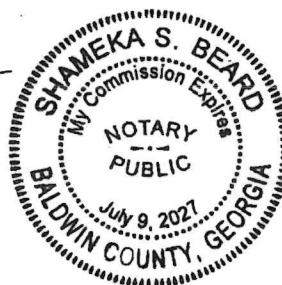


Exhibit A
Legal Description of Property

All that tract or parcel of land situate, lying and being in Land Lot 31 in the Eleventh Land District of Lowndes County, Georgia, being a 34.31 acre tract on the south side of River Street, and more particularly described as follows: For a point of reference only, begin at the northwest corner of River Street and Hightower Street, and run thence, along the north margin of River Street, south $85^{\circ} 57' 16''$ west 318.98 feet to a point, thence south $19^{\circ} 07' 32''$ east 10 feet to a point marked by an iron pin; thence, along the north margin of River Street south $85^{\circ} 57' 16''$ west 728.20 feet to a point marked by an iron pin on the north margin of River Street; thence crossing River Street south $55^{\circ} 24' 17''$ west 118.05 feet to a point marked by an iron pin on the south margin of River Street; thence along the south margin of River Street north $85^{\circ} 57' 16''$ east 562.89 feet to the point which marks the POINT OF BEGINNING of the tract herein described; thence continuing along the south margin of River Street north $85^{\circ} 57' 16''$ east 1,130 feet to a point marked by an iron pin; thence south $00^{\circ} 58' 31''$ west 1,223.66 feet to a point marked by an iron pin; thence north $83^{\circ} 16' 34''$ west 297.43 feet to a point marked by an iron pin; thence south $8^{\circ} 20' 52''$ west 121.92 feet to a point marked by an iron pin; thence south $3^{\circ} 21' 29''$ west 334.77 feet to a point marked by an iron pin; thence south $89^{\circ} 45' 14''$ west 329.45 feet to a point marked by an iron pin; thence north $89^{\circ} 06' 20''$ west 173.65 feet to an iron pin located on the northeast corner of Stewart Avenue (which Street dead-ends at the property herein described); thence north $89^{\circ} 06' 20''$ west 40.37 feet along the dead end margin of Stewart Avenue to the northwest corner of said street; thence north $89^{\circ} 06' 20''$ west 10.8 feet; thence along the division line between the lands of Pittman and King north $9^{\circ} 9' 55''$ west 1,218.11 feet to a point; and thence along said division line north $4^{\circ} 02' 44''$ west 360 feet to the point on the south margin of River Street which marks the POINT OF BEGINNING.

EXHIBIT B
MAP OF PROPERTY

