

DK6775PG534

LOWNDEN COUNTY, GA
FILED IN OFFICE

2021 APR 16 AM 10:12

Paul J. Emery
CLERK OF SUPERIOR COURT

After Recording Return to:
Scott Laseter
Kazmarek Mowrey Cloud Laseter LLP
1230 Peachtree Street N.E., Suite 3600
Atlanta, Georgia 30309

CROSS-REFERENCE:
County: Lowndes
Deed Book: 5-C
Page(s): 27

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 Atlanta Gas Light Company as set forth herein.

Fee Simple Owner(s)/Grantor(s): Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, Georgia 30309

Grantee/Holder with the power to enforce: Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, Georgia 30309

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 3.002 acres of real property located at 810 J.F. Scruggs Drive, Valdosta, Lowndes County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property is owned by Atlanta Gas Light Company as recorded in Deed Book 5-C, Page 27, of the Lowndes

County deed records. The Property is located in Land Lot 62 of the 11th District of Lowndes County, Georgia. BK 6775 PG 535

The tax parcel of the Property is Parcel 0119D 068 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 Atlanta Gas Light Company and EPD 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 Valdosta Former Manufactured Gas Plant site. 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 #10113 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. Real Property. The Property shall not be used for residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant.
- B. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be 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 Atlanta Gas Light Company. 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 Atlanta Gas Light Company 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, Atlanta Gas Light Company, 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, Atlanta Gas Light Company 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, Atlanta Gas Light Company 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). Atlanta Gas Light Company represents and warrants that all of the following are true and correct:

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

Atlanta Gas Light Company
 10 Peachtree Place NE
 Atlanta, Georgia 30309

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

Atlanta Gas Light Company

Dean A. Marianos
(Signature)

Dean Marianos
Vice President, Operations - AGLC

Signed in the presence of: Lisa Morris

Lisa Morris
Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Spalding

This instrument was signed or attested before
me this 21 day of Jan, 2021, by

Personally Known
 Produced Identification

Linda Vickrey
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



Grantee

Atlanta Gas Light Company

Dean A Marianos
(Signature)

Dean Marianos
Vice President, Operations - AGLC

Signed in the presence of: Lisa Morris
Lisa Morris
Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Gwinnett

This instrument was signed or attested before
me this 21 day of Jun, 2021, by

Personally Known
 Produced Identification

Linda Vickery
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 28 day of March, 2021 :

[Handwritten Signature]
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

[Handwritten Signature]
Unofficial Witness (signature)

Kathleen Robinson
Unofficial Witness (print name)

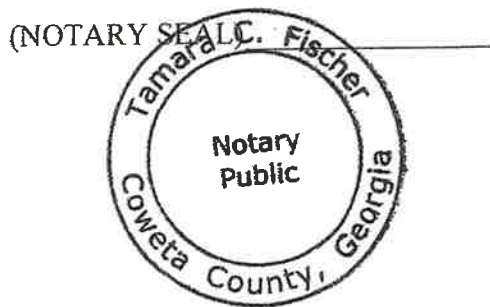
State of Georgia
County of Fulton

This instrument was signed or attested before
me this 28 day of March, 2021, by

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022



BK6775PG542

Exhibit A
Legal Description of Property

BK 6775 PG 543

All that tract or parcel of land lying and being in land lot 62 of the 11th District, Lowndes County, Georgia and being more particularly described as follows:

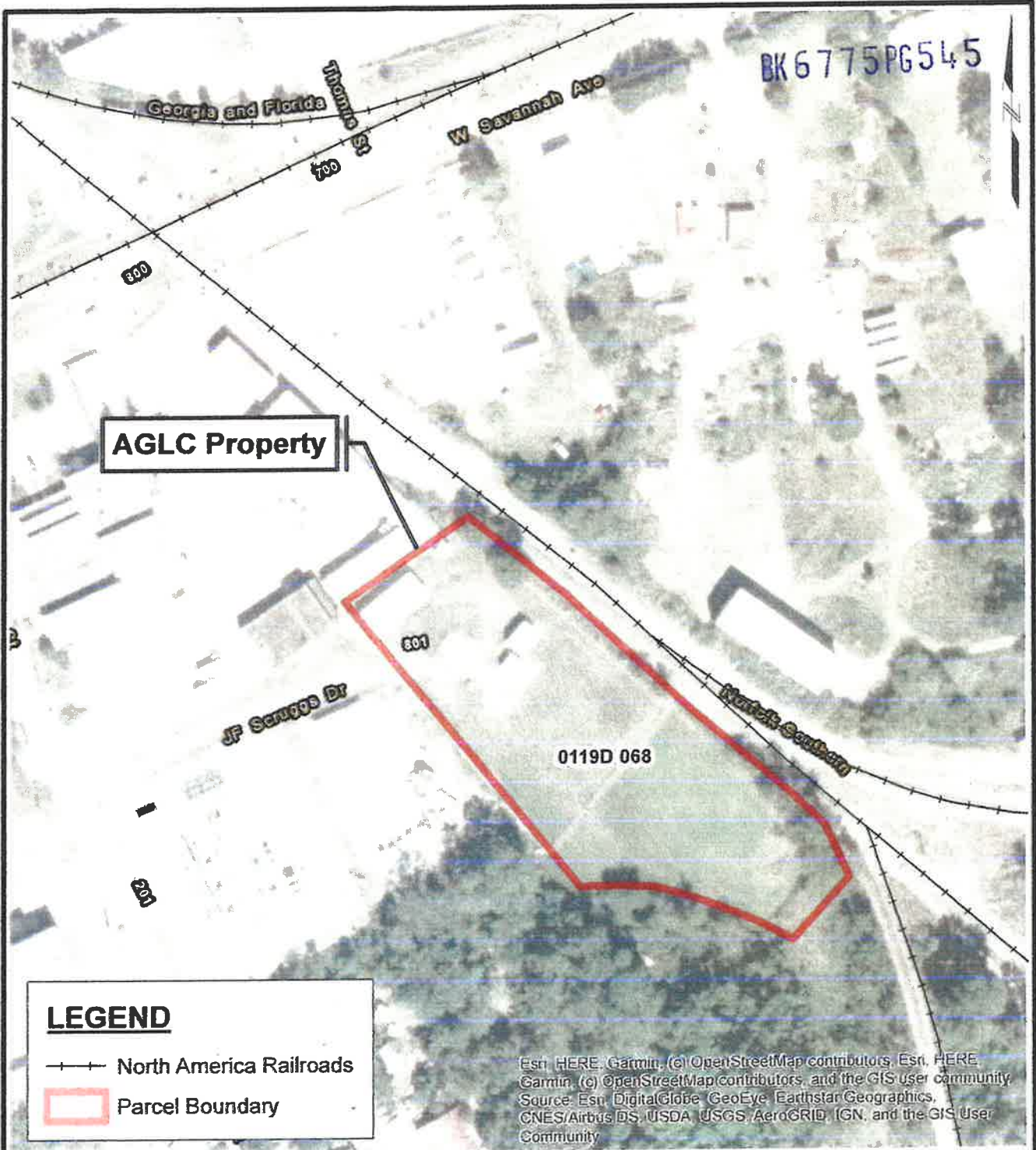
COMMENCING at the centerline intersection of Miller Street, having a right of way of 50 feet in width, and JF Scruggs Drive, having a right of way 30 feet in width; thence proceeding North 53 degrees 19 minutes 51 seconds East, a distance of 390.29 feet to a 5/8 inch rebar found having State Plane Coordinates of N:301088.86, E:2572614.89, Georgia West Zone, also being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and proceeding along the property now or formerly of Georgia Power Company North 54 degrees 02 minutes 54 seconds East, a distance of 186.87 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484" on the southwestern right of way of Norfolk Southern Railroad, said right of way being 50 feet in width; thence proceeding along said southwestern right of way of Norfolk Southern Railroad the following courses and distances: South 51 degrees 53 minutes 15 seconds East, a distance of 140.40 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; 109.57 feet along the arc of a curve to the right having a radius of 1313.85 feet and a chord bearing and distance of South 47 degrees 37 minutes 54 seconds East, 109.54 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; 62.80 feet along an arc of a curve to the left having a radius of 18780.57 feet and a chord bearing and distance of South 47 degrees 55 minutes 01 seconds East, 62.80 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; 90.21 feet along the arc of a curve to the left having a radius of 1521.17 feet and a chord bearing and distance of South 49 degrees 35 minutes 13 seconds East, 90.21 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; South 50 degrees 35 minutes 30 seconds East, a distance of 64.22 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; South 45 degrees 06 minutes 54 seconds East, a distance of 100.79 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; 64.83 feet along an arc of a curve to the right having a radius of 653.79 feet and a chord bearing and distance of South 32 degrees 51 minutes 37 seconds East, 64.80 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester- SF000484"; and South 49 degrees 38 minutes 59 seconds West, a distance of 111.38 feet to a point on the northeastern right of way of Old V.M.W. Railroad, said right of way being 50 feet in width; thence proceeding along said northeastern right of way of Old V.M.W. Railroad 250.83 feet along an arc of a curve to the left having a radius of 457.39 feet and a chord bearing and distance of North 77 degrees 11 minutes 57 seconds West, 247.70 feet to an iron pin set being a 1/2 inch rebar with a yellow plastic cap stamped "Rochester-LSF000484"; thence leaving said northeastern right of way and proceeding along the property now or formerly of Georgia Power Company North 40 degrees 40 minutes 03 seconds West, a distance of 441.51 feet to the TRUE POINT OF BEGINNING.

Said tract contains 3.002 acres.

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Exhibit B
Map of Property



Former Manufactured Gas Plant
 Valdosta, Lowndes County, Georgia

Atlanta Gas Light Company
 Atlanta, Georgia

GEI 
 Consultants

Project 1514730

Exhibit B
AGLC Property
Tax Parcel 0119D 068

August 2020 Figure 1