

11/1  
2:45  
original

Recorded November 1, 2023

BOOK 711 PAGE 452

After Recording Return to:  
Southern Equipment, LLC  
Mr. Jeffrey Surles  
P.O. Box 26549  
Macon, Georgia 31221

CROSS-REFERENCE:

County: \_\_\_\_\_

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

Page(s): \_\_\_\_\_

### 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 Southern Equipment, LLC as set forth herein.

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

Southern Equipment, LLC  
Mr. Jeffery Surles  
P.O. Box 26549  
Macon, Georgia 31221

**FILED & RECORDED**  
Peach County Clerk Superior Court

NOV 01 2023

452  
Book 711 Page 462 Time 2:45 P.M.  
Sherry Gonzalez

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

Southern Equipment, LLC  
Mr. Jeffery Surles  
P.O. Box 26549  
Macon, Georgia 31221

**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 9.46 acres of real property located at the intersection of Boy Scout Road and Juniper Creek Road, Byron, Peach County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on October 4, 2011 to Southern Equipment, LLC; such conveyance is recorded in Deed Book 479, Page 537, of the Peach County deed records. The Property is located in Land Lot 30 of the 5th District of Peach County, Georgia.

The tax parcel of the Property is 055A 008 of Peach 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 Southern Equipment, LLC, 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 Peach Metals Industries Site, HSI #10152. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program  
2 Martin Luther King Jr. Drive, SE  
Suite 1054 East Tower  
Atlanta, Georgia 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 #10152 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 be used only as non-residential property, as defined in Section 391-3-19-.02(2)(r) of the Hazardous Site Response Act Rules, as of the date of this covenant. Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. Groundwater: The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is 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 Southern Equipment, LLC. 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 Southern Equipment, LLC 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, Southern Equipment, LLC 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, Southern Equipment, 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, Southern Equipment, 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).** Southern Equipment, LLC represents and warrants that all of the following are true and correct:

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

Southern Equipment, LLC  
Mr. Jeffery Surles  
P.O. Box 26549  
Macon, Georgia 31221

**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

BOOK 711 PAGE 457

Southern Equipment, LLC, Mr. Jeffrey Surles

Jeffrey Surles  
(Signature)

Jeffrey Surles

[Title: ]

Signed in the presence of:

Whitney Nelson  
Unofficial Witness (signature)  
Whitney Nelson  
Unofficial Witness (print name)

State of Georgia  
County of Peach

This instrument was signed or attested before  
me this 1 day of November, 2023 by  
[Name: ].

Personally Known  
 Produced Identification

Kelli L. Vasquez  
Notary Public (Signature)

My Commission Expires: 2/21/26

(NOTARY SEAL)



BOOK 711 PAGE 458

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

Richard Dunn  
(Signature)

Richard Dunn  
Director, Environmental Protection Division

Signed in the presence of:

Whitney Nelson  
Unofficial Witness (signature)

Whitney Nelson  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

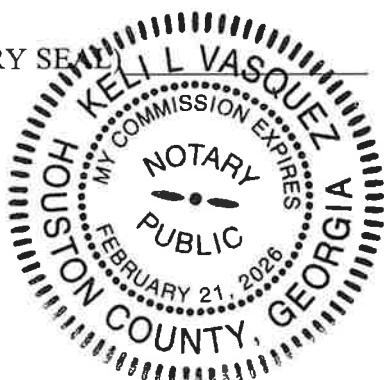
This instrument was signed or attested before  
me this 1 day of November, 2023 by  
[Name: ].

Personally Known  
 Produced Identification

Kell Vasquez  
Notary Public (Signature)

My Commission Expires: 2/21/24

(NOTARY SEAL)



BOOK 711 PAGE 459

Exhibit A

Legal Description of Property

W.L. Brown  
8  
11  
4600  
90

Recorded August 17, 2012

BOOK 479 PAGE 537  
**SHERIFF'S TAX DEED**

## STATE OF GEORGIA, COUNTY OF PEACH

Whereas, W. L. Brown, Ex-Officio of said County did on the 21<sup>st</sup> day of January, 2010, levy a writ of fieri facias issued by W. L. Brown, Tax Commissioner of said County, against **Concrete Sales & Service, Inc.** for State and County taxes for years 1998 through 2010, upon that certain tract, parcel and lot of land and the improvements thereon in said County of Peach, State of Georgia, to wit:

All that tract or parcel of land, together with all government-owned improvements situate thereon, lying and being in Land Lot 3, 5<sup>th</sup> District and Land Lot 81, 6<sup>th</sup> District, Peach County, Georgia, containing 9.46 acres, more or less, .28 acres of which lie within the right of way of the county road, said tract is more particularly described as follows:

BEGINNING at a concrete monument, said monument having a coordinate value of X=622,934.00 feet, Y=973,295.81 feet, said monument being S 41° 09' 47" W, 195.38 feet from a corner common to Land Lots 2 and 3 of the 5<sup>th</sup> District and 80 and 81 of the 6<sup>th</sup> District, Peach County, Georgia; thence from the point of beginning through the lands now or formerly of Armstrong Cork Company the following courses and distances: S 86° 44' 50" E, 205.78 feet to a concrete monument; thence N 03° 15' 10" E, 93.75 feet to a concrete monument; thence S 73° 52' 50" E, 700.10 feet to a point in the center line of a county road, said point being S 73° 52' 50" E, 30.10 feet from a concrete monument located on the westerly side of the aforementioned road; thence along the center line of the aforementioned county road S 11° 26' 40" W, 407.00 feet to a point; said point being S 86° 44' 50" E, 30.31 feet from a concrete monument located on the westerly side of the aforementioned county road; thence continuing through the lands now or formerly of Armstrong Cork Company along a new line N 86° 44' 50" W, 830.31 feet to a concrete monument; thence N 03° 15' 10" E, 465 feet to the point of beginning

The coordinates and bearings reference to the Georgia Coordinate System, West Zone.

Levied upon as the property of **Concrete Sales & Service, Inc.** and after due and legal publication being made in the Leader-Tribune, a newspaper published in said County of Peach in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above described, to satisfy the tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 4th day of October, 2011, the same being a day of sale, for the sale of same according to law, at the Courthouse door in said County, when said property was then offered for sale and **Southern Equipment, LLC**, being then and there the highest bidder at and for the sum of Three Hundred Twenty-five and 00/100 Dollars (\$325.00), the said property was then and there knocked off to **Southern Equipment, LLC**.

Now, this indenture made and entered into this 4th day of October, 2011, between W. L. Brown, Ex-Officio Sheriff aforesaid of Peach County, of the one part, and **Southern Equipment, LLC**, of the other part.

WITNESSETH, that for and in consideration of the sum of Three Hundred Twenty-five and 00/100 Dollars (\$325.00) cash to him in hand paid by **Southern Equipment, LLC** at and before the selling and delivery of these presents, the receipt whereof is hereby acknowledged, the said W. L. Brown, Ex-Officio Sheriff aforesaid, has granted, bargained and sold, and does by these presents grant, bargain and sell unto the said **Southern Equipment, LLC**, its successors and assigns, all that tract, parcel and lot of land in said county, and the improvements thereon as above described.

TO HAVE AND TO HOLD the above granted premises unto the said **Southern Equipment, LLC**, its successors and assigns, in as full and ample a manner as the same was held and possessed by the said **Southern Equipment, LLC**, when the said property was levied upon and sold.

In Testimony Whereof the said party of the first part has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed, and delivered in the presence of:  
*W.L. Brown*

[I] MY WITNESS

A. JONES  
NOTARY PUBLIC  
Peach County, Georgia  
My Commission Expires 1-30-2013  
PUBLIC

Peach County, a political subdivision of the State of Georgia

BY: *Melvin E. Walker, Jr.* (Seal)  
MELVIN E. WALKER, JR., CHAIRMAN

ATTEST: *Donald L. Brown* (Seal)  
GEORGIA-Peach County

Clerk's Office Superior Court

Filed this 17th day of August, 2012

At 4:00 o'clock P.M. Recorded in Deed

Book 479 Page No. 537 This 17th

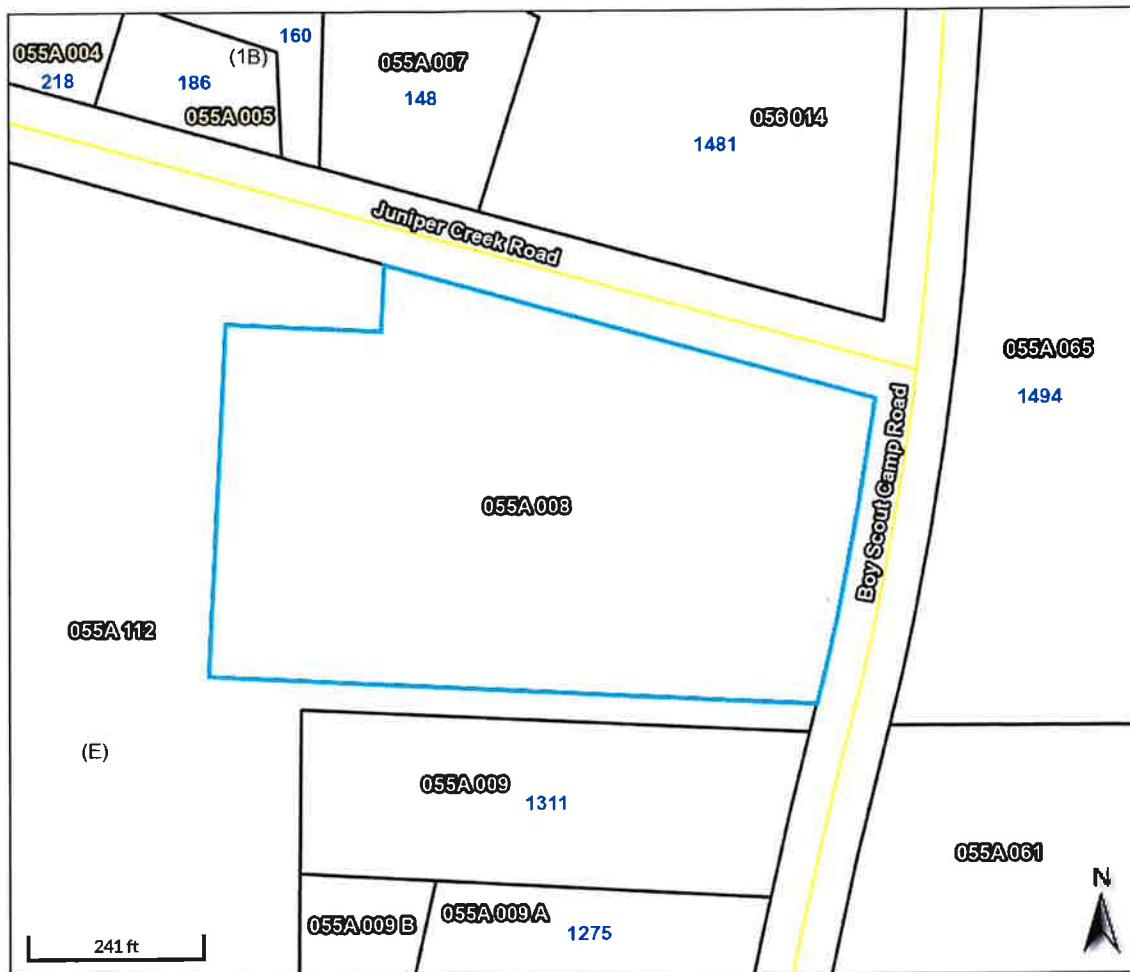
day of August, 2012

*Phillip L. Ballou, Jr.* (Seal)  
Deputy Sheriff

BOOK 711 PAGE 461

Exhibit B

Map of Property



Parcel ID	055A 008	Owner	SOUTHERN EQUIPMENT LLC	Last 2 Sales
Class Code	Commercial		P O BOX 26549	Date Price Reason Qual
Taxing District	County		MACON, GA 31221	1/21/2010 \$325 UN U
Acres	9	Physical Address	JUNIPER CREEK RD	9/21/1987 \$40000 LM Q
		Assessed Value	Value \$87600	

(Note: Not to be used on legal documents)

[Click here to view the](#)

## Peach County Tax Map

Date created: 12/20/2022

Last Data Uploaded: 12/19/2022 10:19:47 PM

Developed by  Schneider Geospatial