

March 16, 2023

State of Georgia Department of Natural Resources Environmental Protection Division 2 Martin Luther King Jr. Drive, SE Suite 1456 East Tower Atlanta, Georgia 30334

Georgia Power Company 241 Ralph McGill Blvd, NE Atlanta, Georgia 30308 MAR 1 4 2023

Atlanta Gas Light 10 Peachtree Place NE Atlanta, Georgia 30309

VIA FEDEX

RE: Notice of the Conveyance of 1.085 Acres of Property, (Identified as Tax Parcel 171B2 A008B), that is Subject to an Environmental Covenant Recorded in Deed Bk 05337, Pg 0098-0109, Athens-Clarke County, Georgia Records

Dear Sir/Madam:

Pursuant to the requirements of that Environmental Covenant recorded in Deed Bk 05337, Pg 0098-0109, Athens-Clarke County, Georgia records, the Unified Government of Athens-Clarke County, Georgia hereby provides notice to EPD, Georgia Power Company, and Atlanta Gas Light that on or about February 20, 2023, it executed a Quitclaim Deed conveying 1.085 acres of property to the Classic Center Authority for Clarke County. This 1.085 acre parcel of property is a portion of that 5.11 acres of real property located at 801 E. Broad Street, Athens-Clarke County, Georgia that is subject to said Environmental Covenant. The contact information for the Classic Center Authority is as follows:

Classic Center Authority for Clarke County Attn: Paul Cramer, Executive Director 300 N. Thomas Street Athens, GA 30601 Phone: 706-208-0900 Email: <u>Paul@classiccenter.com</u>

A copy of the Quitclaim Deed, recorded in Deed Bk 05462, Pg 0032-0046, Athens-Clarke County, Georgia Record, conveying the subject property from the Unified Government of Athens-Clarke County, Georgia to the Classic Center Authority for Clarke County is enclosed. A Plat of Survey showing the boundaries of the 1.085 acres is also enclosed. This Plat of Survey has been

> OFFICE OF THE ATTORNEY UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

P.O. Box 427 • Athens, Georgia 30603 • (706) 613-3035 • FAX (706) 613-3037

recorded in Plat Book J, Page 380, Office of the Clerk of Superior Court of Athens-Clarke County, Georgia.

Please do not hesitate to contact me if you have any other questions related to this matter.

Sincerely,

Jude I Drake

Judd T. Drake County Attorney

Paul Cramer, Executive Director for the Classic Center Authority cc: Tripp Bridges, Attorney for Classic Center Authority

Deed Doc: QCD Recorded 03/01/2023 03:31PM Georgia Transfer Tax Paid : \$0.00 Beverly Logan Clerk Superior Court, Athens-Clarke County, 5a. Bk 05462 Pg 0032-0046

Penalty:

Prepared by, and after recording please return to: Blasingame, Burch, Garrard & Ashley, P.C. 440 College Avenue, Suite 320 Athens, GA 30601 File No. 04644-0026/TB

STATE OF GEORGIA COUNTY OF ATHENS-CLARKE

Tax Parcel 171B2 A008B

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OUITCLAIM DEED

THIS INDENTURE, made as of the 20th day of February 2023, between the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, a consolidated government and political subdivision for the State of Georgia, as party of the first part (hereinafter referred to as "GRANTOR"), and the CLASSIC CENTER AUTHORITY FOR CLARKE COUNTY, a public body corporate and politic created and existing under the laws of the State of Georgia, as party of the second part (hereinafter referred to as "GRANTEE") ("GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto GRANTEE, all the right, title, interest, claim or demand which Grantor has or may have had in and to that tract or parcel of land lying and being in ATHENS-CLARKE County, Georgia, and being more particularly described as follows:

ALL that tract or parcel of land, together with all improvements thereon, situate, lying and being in the 216th District, G.M., Athens-Clarke County, Georgia, containing 1.085 acres, more or less, and being more particularly shown as "Tract 1 1.085 acres" on that certain plat of "Survey for: Classic

Center" dated July 14, 2022, by Ben McLeroy & Associates, David M. Camp, Professional Land Surveyor No. 3038, and recorded in Plat Book J, page 380, Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia.

This property is subject to that certain Environmental Covenant, and any amendments thereto, recorded in Deed Book 5337, page 98, Athens-Clarke County, Georgia records, a copy of which is attached hereto as Exhibit A.

This property is subject to the restrictions, agreements, conditions, and covenants set forth in that certain Quitclaim Deed from Georgia Power Company to Unified Government of Athens-Clarke County, recorded in Deed Book 2377, page 275, Athens-Clarke County, Georgia records.

TO HAVE AND TO HOLD, the said described premises to GRANTEE, so that neither GRANTOR nor any person or persons claiming under GRANTOR, shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the duly authorized representatives of GRANTOR have signed and sealed this Quitclaim Deed on the day and year first above written.

UNIFIED GOVERNEMENT OF ATHENS-CLARKE COUNTY, GEORGIA By: Mayor Attest: Control of Article Mayor Attest: Control of Commission Attest: Clerk of Commission Signed, sealed and delivered in the presence of: SEA Witness Witness Witness Witness Witness Witness Witness Witness

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EXHIBIT A

[Environmental Covenant on the following pages]

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Dos: COVE

Deed Dos: COVE Recorded 02/22/2022 02:32PM

Bevely Logan Clerk Superior Court, Athens-Clarke Courty, Ga. Bk 05337 Pg 0098-0109 Penalty:

After Recording Return to: Athens-Clarke County Attorney's Office Attn: Judd Drake 155 E. Washington Street Athens, GA 30601 CROSS-REFERENCE: County: Athens-Clarke Deed Book 2377, Page 276 Deed Book 2377, Page 296 Deed Book 2377, Page 305 Deed Book 2677, Page 92

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 Georgia Power Company, a Georgia corporation, and Atlanta Gas Light Company (collectively, the "Grantee") as set forth herein.

Unified Government of Athens-Clarke County, Georgia Fee Simple Owner(s)/Grantor(s): **301 College Avenue** Athens, GA 30601 Grantees/Holders with the Georgia Power Company power to enforce: 241 Ralph McGill Blvd, NE Atlanta, GA 30308 Atlanta Gas Light Company **10** Peachtree Place NE Atlanta, GA 30309 Grantee/Entity with State of Georgia **Department of Natural Resources** express power to enforce: **Environmental Protection Division** 2 Martin Luther King Jr. Drive, SE Suite 1456 East Tower Atlanta, GA 30334 **Persons with Interests** Georgia Power Company other than Fee Simple: 241 Ralph McGill Blvd, NE

Atlanta, GA 30308

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 5.11 acres of real property located at 801 E. Broad Street, Athens, Clarke County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed to the Unified Government of Athens-Clarke County, Georgia, by: (a) that certain Deed from Central of Georgia Railroad Company, dated June 16, 2004, and recorded in Deed Book 2677, Page 92, Athens-Clarke County, Georgia Records (the "Records"), (b) that certain Quitclaim Deed from Atlanta Gas Light Company, dated March 26, 2003, and recorded in Deed Book 2377, Page 305, aforesaid Records, (c) that certain Quitclaim Deed from Atlanta Gas Light Company, dated March 26, 2003, and recorded in Deed Book 2377, Page 296, aforesaid Records, and (d) that certain Quitclaim Deed from Georgia Power Company, dated March 26, 2003, and recorded in Deed Book 2377, Page Book 2377, Page 276, aforesaid Records. The Property is located in the 216th G.M.D. of Clarke County, Georgia.

Tax Parcel ID

171B2 A008A of Clarke 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 Unified Government of Athens-Clarke County, Georgia, Georgia Power Company, 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 Atlanta Gas Light Company – Athens MGP Site (HSI #10153) and the Georgia Power – Athens Foundry Street Property (HSI #10052) sites. 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 #10052 and #10153 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 for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited.
- B. Groundwater Limitation The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purpose 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 and Grantees 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, Georgia Power Company and AGLC. 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.

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, Georgia Power Company 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, Georgia Power Company, 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, Unified Government of Athens-Clarke County, Georgia 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, Unified Government of Athens-Clarke County, Georgia 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). Unified Government of Athens-Clarke County, Georgia represents and warrants that all of the following are true and correct.

- A. Unified Government of Athens-Clarke County, Georgia holds fee simple title to the Property.
- B. Unified Government of Athens-Clarke County, Georgia 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 Unified Government of Athens-Clarke County, Georgia 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 Unified Government of Athens-Clarke County, Georgia nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Unified Government of Athens-Clarke County, Georgia is a party or by which Unified Government of Athens-Clarke County, Georgia may be bound.
- D. Unified Government of Athens-Clarke County, Georgia has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;

- 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, Unified Government of Athens-Clarke County, Georgia 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:

Georgia Power Company 241 Ralph McGill Blvd, NE Atlanta, GA 30308

Atlanta Gas Light Company 10 Peachtree Place NE Atlanta, GA 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).

0040 褶 Grantor: Bk 05462 Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia Signed in the presence of: KENY Birtz, Mayor 0.1 Gloria J. Spratlin, Unofficial Witness (signature) Clerk of Commission Deboral L. Arnold Unofficial Witness (print name) Al State of Georgia **County of Clarke** This instrument was signed or attested before me this 5 Hday of <u>Anualy</u>, 2022, by Kelly Girtz. Personally Known Produced Identification N J WA e Illick MOWA Notary Public (Signature) My Commission Expires: 2/97/2094ALL PALLY (NOTAR

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Grantee:

Georgia complication (Signature,

Signed in the presence of:

Asabel Vines

Unofficial Witness (signature)

Isabel Vines Unofficial Witness (print name)

State of Georgia County of Fulton

Vice President

Georgia Power Company, a

Mark S. Berry, P.E., Ph. D.

Environmental & Natural Resources

This instrument was signed or attested before me this 6th day of January 2022, by Mark S. Berry.

Personally Known **Produced** Identification 44 1a

Notary Public (Signature)

My Commission Expires: May 20, 2025

In ISSA A (NOTARY SEAL) Nor Course

Bk 05462

Bk 05337 Pg 0105

Grantee:

Atlanta Gas Light Company

Canto arismo (Signature)

Dean G. Marianos Vice President, Operations - AGLC Signed in the presence of:

Witness (signature) official

HARGARET MOODLE Unofficial Witness (print name)

State of Georgia County of Fulton

This instrument was signed or attested before me this 12 day of <u>January</u>, 2021, by Dean G. Marianos.

Personally Known Produced Identification

Notary Public (Signature)

mission Expires: SEAL) BRUAN 08

Sandra Leigh Horton Notary Public, Fulton County, State of Georgia My Commission Expires February 5, 2022

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вк 05462 Рг	For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this day of February 2023 : <i>(Signature)</i> Richard E. Dunn Director, Environmental Protection Division <i>MADUetha ferret</i> Unofficial Witness (<i>signature</i>)
	State of Georgia County of Fulton
	This instrument was signed or attested before me this <u>8</u> day of <u>HENUATY</u> , 2022, by Richard E. Dunn. Personally Known Produced Identification <u>Totm ML C. Hischen</u> Notary Public (Signature) My Commission Expires: 7-27-2022
	(NOTARY SEAT AS C. FISCO Notary Public Control Control County

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Exhibit A Legal Description of Property

All that tract or parcel of land lying in and being a part of the 216th G.M.D., Clarke County, Georgia, containing 5.110 acres and being shown as Tract 7 on a survey prepared by Traditions Surveying LLC for the Classic Center Arena, dated June 10, 2019, revised July 23, 2019 and being more particularly described as follows:

BEGINNING at the northerly most point of the mitered intersection of the easterly right of way line of Hickory Street (70' R/W) and the northerly right of way line of East Broad Street (R/W Varies), said point being the TRUE POINT OF BEGINNING of Tract 7; run thence the following courses and distances along the easterly right of way line of Hickory Street: (i) North 01 degree 39 minutes 21 seconds East 181.96 feet to a point, (ii) 115.48 feet along and around a curve with a counter-clockwise rotation and a radius of 461.50 feet, the chord measurement thereof being North 05 degrees 30 minutes 50 seconds West 115.18 feet to a point, (iii) North 12 degrees 40 minutes 55 seconds West 875.65 feet to a 1/2 inch reinforcing rod, (iv) 123.65 feet along and around a curve with a clockwise rotation and a radius of 158.50 feet, the chord measurement thereof being North 09 degrees 40 minutes 06 seconds East 120.54 feet to a 1/2 inch reinforcing rod; run thence South 78 degrees 12 minutes 55 seconds East 54.75 feet along the mitered intersection of the easterly right of way line of Hickory Street and the westerly right of way line of Willow Street to a 1/2 inch reinforcing rod; run thence South 22 degrees 04 minutes 24 seconds East 375.58 feet along the westerly right of way line of Willow Street to a 1/2 inch reinforcing rod; run thence the following courses and distances along the property lines now or formerly of Perennial Skyline Athens, LLC; (i) South 70 degrees 33 minutes 30 seconds West 25.85 feet to a 1/2 inch reinforcing rod, (ii) South 18 degrees 03 minutes 05 seconds East 373.36 feet to the base of a bent 1/2 inch reinforcing rod, (iii) South 61 degrees 45 minutes 06 seconds East 131.65 feet to a 1/2 inch reinforcing rod, (iv) South 16 degrees 36 minutes 22 seconds East 230.61 feet to a 1/2 inch reinforcing rod; run thence the following courses and distances along the property lines of Athens Place, LLC: (i) South 72 degrees 28 minutes 49 seconds West 161.23 feet to a 1/2 inch reinforcing rod, (ii) South 16 degrees 51 minutes 44 seconds East 76.91 feet to a 1/2 inch reinforcing rod, (iii) South 06 degrees 29 minutes 18 seconds East 111.08 feet to a 1/2 inch reinforcing rod, (iv) South 16 degrees 53 minutes 13 seconds East 52.29 feet to a 1/2 inch reinforcing rod situated on the northerly right of way line of East Broad Street; run thence the following courses and distances along the northerly right of way line of East Broad Street: (i) North 89 degrees 57 minutes 04 seconds West 99.66 feet to

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a point, (ii) South 86 degrees 51 minutes 46 seconds West 55.51 feet to a point; run thence North 54 degrees 57 minutes 52 seconds West 38.27 feet along the mitered intersection of the northerly right of way line of East Broad Street and the easterly right of way line of Hickory Street to a point being the TRUE POINT OF BEGINNING of Tract 7.



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