

Deed Doc: COVE
Recorded 11/03/2022 11:30 AM
169303
Carrie H. Cheatham
Clerk Superior Court, McDuffie County, Ga.
BA 00726 Pa 0041-0050

After Recording Return to:
Benjamin C. Grawe, Esq.
DeWitt LLP
2 East Mifflin Street, Suite 600
Madison, Wisconsin 53703
Telephone: (608) 283-5610
Email: bcg@dewittllp.com

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 Hoover Treated Wood Products, Inc. as set forth herein.

Fee Simple Owner(s)/Grantor(s): Hoover Treated Wood Products, Inc.
154 Wire Road, NW
Thomson, GA 30824

Grantee/Holder with the power to enforce: Hoover Treated Wood Products, Inc.
154 Wire Road, NW
Thomson, GA 30824

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

Persons with Interests other than Fee Simple: City of Thomson
210 Railroad Street
Thomson, GA 30824

McDuffie County
210 Railroad Street
Thomson, GA 30824

Georgia Power Company
241 Ralph McGill Boulevard
Atlanta, GA 30308

Jefferson County Electric Membership Corporation
c/o Jefferson Energy Cooperative
3077 Highway 17 North
Wrens, GA 30833

Department of Transportation
One Georgia Center
600 West Peachtree NW
Atlanta, Georgia 30308

American Telephone and Telegraph Company /
Southern Bell Telephone and Telegraph Company,
Incorporated
c/o BellSouth Telecommunications LLC
AT&T Midtown Center
675 W Peachtree St NW
Atlanta, GA 30308

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 26.22 acres of real property located at 154 Wire Road, NW in Thomson, McDuffie County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property is addressed in an August 13, 1990 deed in confirmation of the unrecorded conveyance made on October 28, 1983 from Hoover Universal, Inc. (as successor by merger to Dixie Wood Preserving Company) to Hoover Treated Wood Products, Inc.; such conveyance is recorded in Deed Book 163, Page 356, of the McDuffie County deed records. The Property is located in the 134th Militia District of McDuffie County, Georgia.

The tax parcel of the Property is tax parcel number 00200048 of McDuffie 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 Hoover Treated Wood Products, Inc., 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 Hoover

Treated Wood Products Site, HSI #10199. 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 #10199 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 limitation:

- A. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(r). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), 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 and Rezoning. 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 Hoover Treated Wood Products, Inc. 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. The Owner shall also provide notice to EPD at least thirty (30) days in advance of making an application for rezoning of the Property which would allow the Property to be used as residential property, as defined in Rule 391-3-19-.02(2)(r). Owner further agrees not to make such an application for rezoning unless owner has demonstrated that soil concentrations on the Property will comply with the risk reduction standards that would apply based on the uses contemplated by the proposed change in zoning.

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 Hoover Treated Wood Products, Inc. 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, Hoover Treated Wood Products, Inc., 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, Hoover Treated Wood Products, Inc. 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, Hoover Treated Wood Products, Inc. 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). Hoover Treated Wood Products, Inc. represents and warrants that all of the following are true and correct.

- A. Hoover Treated Wood Products, Inc. holds fee simple title to the Property.
- B. Hoover Treated Wood Products, Inc. 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 Hoover Treated Wood Products, Inc. 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 Hoover Treated Wood Products, Inc. nor will it violate, contravene

and/or constitute a breach or default under any agreement, contract, order or instrument to which Hoover Treated Wood Products, Inc. is a party or by which Hoover Treated Wood Products, Inc. may be bound.

- D. Hoover Treated Wood Products, Inc. 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, Hoover Treated Wood Products, Inc. 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:

Hoover Treated Wood Products, Inc.
154 Wire Road, NW
Thomson, GA 30824

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/Grantee
Hoover Treated Wood Products, Inc.

Barry Holden
(Signature)

Barry Holden, President

Signed in the presence of:

N. Taylor

Unofficial Witness (signature)

Nicole Taylor

Unofficial Witness (print name)

State of Georgia
County of McDuffie

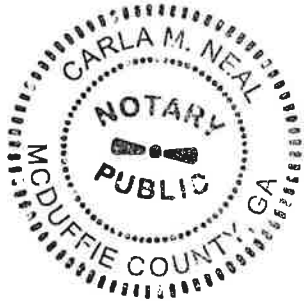
This instrument was signed or attested
before me this 8 day of August, 2022
by Mr. Barry Holden.

Personally Known
 Produced Identification

Carla M Neale
Notary Public (Signature)

My Commission Expires: 04/03/2023

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 20th day of October, 2022 :

Richard E. Dunn
(Signature)
Mr. Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:
LaQuetta Ferrell
Unofficial Witness (signature)
LAQUETTA FERRELL
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 20th day of October, 2022, by Mr.
Richard E. Dunn

Personally Known
 Produced Identification

Jessica L. Speer
Notary Public (Signature)
My Commission Expires: 6/1/2026

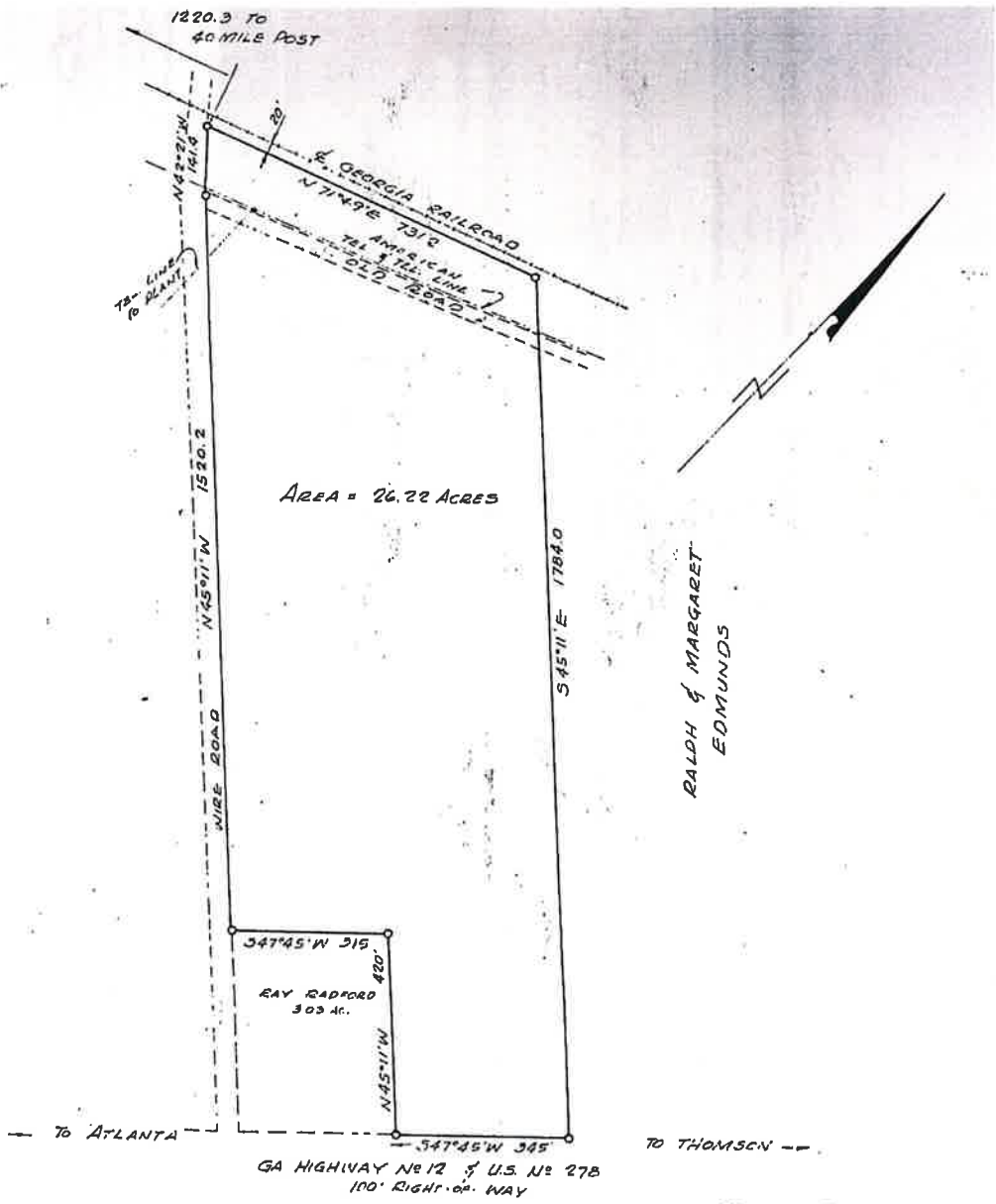
(NOTARY SEAL) _____



Exhibit A Legal Description of Property

All that lot or parcel of land, with improvements thereon, situate, lying and being in the 134th G. M. D., McDuffie County, Georgia, containing 26.22 acres, and being more particularly described by reference to plat of survey thereof made by J. A. Hutchinson, Jr., P. E., on May 2, 1963, (a copy of which plat is recorded in Plat Book D, Page 139, in the Office of the Clerk of Superior Court of McDuffie County, Georgia), as follows: Beginning at a point on the Northeast side of the Wire Road which point is 420 feet Northwesterly from the intersection of the Northeast side of the said Wire Road with the Northern edge of the right-of-way of U. S. Highway No. 278, and from such point proceeding North 45 degrees 11 minutes West along the Northeast edge of the said Wire Road for a distance of 1520.2 feet; thence proceeding along the Northeast edge of the said Wire Road North 42 degrees 21 minutes West for a distance of 141.4 feet to the Southern edge of the right-of-way of the Georgia Railroad; thence proceeding North 71 degrees 49 minutes East along the Southern edge of the right-of-way of the Georgia Railroad a distance of 371.2 feet; thence proceeding South 45 degrees 11 minutes East for a distance of 1784.0 feet to the Northern edge of the right-of-way of U. S. Highway No. 278; thence proceeding South 47 degrees 45 minutes West along the Northern edge of the right-of-way of U. S. Highway No. 278, for a distance of 345 feet; thence proceeding North 45 degrees 11 minutes West for a distance of 420 feet; and thence proceeding South 47 degrees 45 minutes West for a distance of 315 feet to the Point of Beginning. Said property is bounded on the North by the right-of-way of the Georgia Railroad; on the Northeast by property of Mrs. Margaret W. Edmunds and Ralph F. Edmunds; on the Southeast by the right-of-way of U. S. Highway No. 278; and on the South by a 3.03 acre tract now owned by Mrs. Margaret W. and Ralph F. Edmunds and Ray Radford; and on the Southwest by the said Wire Road.

Exhibit B Map of Property



PLAT OF PROPERTY
SURVEYED FOR
DIXIE WOOD PRESERVING
LOCATED IN 134th G.M.D
MCDUFFIE COUNTY, GEORGIA
SCALE: 1" = 200' MAY 1
J. A. HUTCHINSON, JR.
GA. REG. NO. 1700

NOTE:
FIELD WORK & PLAT
BY RUSSELL P. HOWARD

McDuffie County
Office Superior Court
If the within paper was filed for record at
No. 112 day of May 1963 and
3 day of May 1963.
Book Page 139