

**Return To:**  
Fidelity National Title Group  
3301 Windy Ridge Parkway, Suite 300  
Atlanta, GA 30339  
Attn: Ambreen Shahnawaz 206447ATL

BOOK PAGE  
1443 0488

~~After Recording Return to:~~

Jones Day  
c/o Christine M. Morgan  
1420 Peachtree Street NE  
Suite 800  
Atlanta, Georgia 30309-3053

CROSS-REFERENCE:  
County: Colquitt  
Deed Book: 0181  
Page(s): 0599

GEORGIA, COLQUITT COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
RECORDED IN BOOK 1443 FOLIO 488-495  
ON 15 DAY OF March, 2021  
Sindorf DEPUTY CLERK

FILED  
CLERK OF SUPERIOR COURT  
COLQUITT COUNTY, GA  
2021 MAR 15 AM 11:08  
LYNN G. PURVIS, CLERK

### 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 and individuals 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/Grantor:**

Ms. Carolyn Burroughs Jones  
220 4<sup>th</sup> Avenue SE  
Moultrie, GA 31768

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

PCS Joint Venture, Ltd.  
c/o Kevin Bertrand  
Nutrien  
5296 Harvest Lake Drive  
Loveland, CO 80538

**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 0.17 acres of real property located at Lot 8, Block 21 (with no postal address), Moultrie, Colquitt County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 11, 1957 from the Evans to Rosa Burroughs; such conveyance is recorded in Deed Book 0181, Page 0599, of the Colquitt County deed records. The Property is located in Land Lot 262 of the 8th District of Colquitt County, Georgia.

The tax parcel of the Property is M034-003, Colquitt County, Georgia.

A legal description of the Property is attached as Exhibit A.

### **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 Ms. Carolyn Burroughs Jones, PCS Joint Venture, Ltd., 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 Farmers Favorite Fertilizer site, HSI Site #10259. 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

### **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 PCS Joint Ventures, Ltd. to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, PCS Joint Ventures, Ltd. 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, Ms. Carolyn Burroughs Jones 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, Ms. Carolyn Burroughs Jones 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. Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder and in accordance with O.C.G.A. § 44-16-1 et seq.
- B. 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).

Grantor

Carolyn Burroughs Jones

Carolyn Burroughs Jones  
(Signature)

Signed in the presence of:

Aneisha Gudes  
Unofficial Witness (signature)

Aneisha Gudes  
Unofficial Witness (print name)

State of Georgia  
County of Colquitt

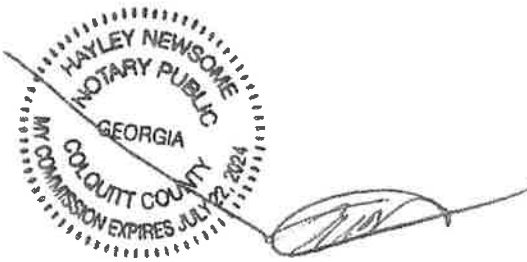
This instrument was signed or attested before me this 5 day of September 2020 by Ms. Carolyn Burroughs Jones.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: Feb - 27 - 2021

(NOTARY SEAL) \_\_\_\_\_



Grantee

PCS Joint Venture, Ltd.  
By: Its General Partner  
Potash Corporation of Saskatchewan (Florida), Inc.

Steven A. Beckel  
(Signature)

STEVEN A. BECKEL  
Name of Authorized Representative  
(Printed)

EXECUTIVE DIRECTOR, PHOSPHATE TRANSFORMATION  
Title of Authorized Representative  
(Printed)

Signed in the presence of:  
Willi R  
Unofficial Witness (signature)

William Poater  
Unofficial Witness (print name)

State of North Carolina  
County of Beaufort

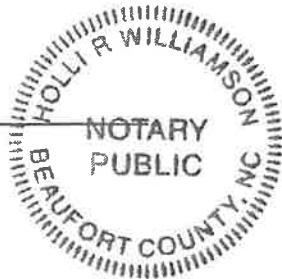
This instrument was signed or attested  
before me this 13 day of October,  
2020, by Steven A. Beckel.

Personally Known  
 Produced Identification

Holli R Williamson  
Notary Public (Signature)

My Commission Expires: May 4, 2021

(NOTARY  
SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 20 day of February, 2021 :

Richard E. Dunn  
(Signature)

Richard E. Dunn  
Director, Environmental Protection Division

Signed in the presence of:

Annist Jones  
Unofficial Witness (signature)  
Annist Jones  
Unofficial Witness (print name)

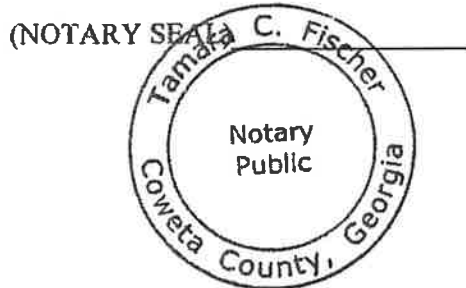
State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 20 day of February, 2021, by  
Richard E. Dunn

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022



**Exhibit A**  
**Legal Description of Property**

A parcel of land lying and being in the City of Moultrie, Colquitt County, Georgia and bounded as follows: commencing at a point of 50 feet North of Northeast corner of Newton and Spivey Streets same facing Spring Street and running East 150 feet thence 50 feet; thence West 150 feet to Spring Street, thence South to starting point and being a lot 50 by 150 feet, being the same premises conveyed to Ella Evans by deed from William H. Smith dated October 20, 1909 and recorded in Deed Book Y, Page 403, Colquitt County Records and also known as Lot No. 8 in Block No. 21 of the O. H. Larry Survey of the City of Moultrie made in 1930.