

BOOK PAGE
1443 0476

FILED
CLERK OF SUPERIOR COURT
COLQUITT COUNTY, GA

2021 MAR 15 AM 11:08

LYNN G. PURVIS, CLERK

Return To:

Fidelity National Title Group
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
Attn: Ambreen Shahnawaz 200447ATL

GEORGIA, COLQUITT COUNTY
CLERK'S OFFICE, SUPERIOR COURT
RECORDED IN BOOK 1443 FOLIO 476-487
ON 15 DAY OF March, 2021
Sandra C. [Signature]
DEPUTY CLERK

After Recording Return to:

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

CROSS-REFERENCE

County: Colquitt
Deed Book: 642
Page(s): 218 and 220
Deed Book: 458
Page: 576
Deed Book: 656
Page: 412

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"). The 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 PCS Joint Venture, Ltd. as set forth herein.

Fee Owner(s)/Grantor(s): PCS Joint Venture, Ltd.
c/o Kevin Bertrand
Nutrien
5296 Harvest Lake Dr.
Loveland, CO 80538

Grantee/Holder with the Power to enforce: PCS Joint Venture, Ltd.
c/o Kevin Bertrand
Nutrien
5296 Harvest Lake Dr.
Loveland, CO 80538

Grantee/Entity with the 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: None.

Property Subject

The property subject to this Environmental Covenant is part of a tract of approximately 4 acres of real property generally located at 4th Street and 6th Street, Moultrie, Colquitt County, Georgia, which is further identified by the tax parcel ID numbers below (hereinafter "Property"). The parcel identified as M033-032 was conveyed on February 23, 1999 from the Matthews to PCS Joint Venture, Ltd, recorded in Deed Book 642, Pages 218 and 220, Colquitt County Records. The parcel identified as M033-033 was conveyed on January 15, 1992 from Florida Favorite Fertilizer, Inc. to PCS Joint Venture, Ltd, recorded in Deed Book 458, Page 576, Colquitt County Records. The parcel identified as M033-034 was conveyed on July 14, 1992 from Dan Gay to PCS Joint Venture, Ltd, recorded in Deed Book 656, Page 412, Colquitt County Records. The area is located in Land Lot 262 of the 8th District of Colquitt County, Georgia.

The tax parcel(s) of the Property are: M033-032, M033-033, and M033-034 of Colquitt 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 the provisions of the Act. This Environmental Covenant shall be binding upon 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 corrective action performed and/or being performed at the Farmers Favorite Fertilizer 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
M-F 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 #10259 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. Activity and Use Limitation. 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. PCS will document in its files, by January 31st for the year just ended, that any soil disturbances below two feet on parcel M033-33 were protective of human health.
- 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 PCS Joint Venture, Ltd. 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 PCS Joint Venture, Ltd 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, PCS Joint Venture, 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, PCS Joint Venture, Ltd. shall record the Environmental Covenant in every county in which any portion of the property is located in accordance with the law governing the recoding and priority of interests in real property. Upon recording of the Environmental Covenant, PCS Joint Venture, Ltd. 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). PCS Joint Venture, Ltd. represents and warrants that all of the following are true and correct:

- A. PCS Joint Venture, Ltd. holds fee simple title to the Property.
- B. PCS Joint Venture, Ltd. 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 PCS Joint Venture, Ltd. that will alter this representation and warrant.
- 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 PCS Joint Venture, Ltd. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which PCS Joint Venture, Ltd. is a party or by which PCS Joint Venture, Ltd. may be bound.
- D. PCS Joint Venture, Ltd. 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 interest 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 interest 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, PCS Joint Venture, Ltd. 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:

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

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 provisions 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 fully executed Environmental Covenant is recorded in accordance with the O.C.G.A. § 44-16-18(a).

[Signatures Follow on Next Page]

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:

[Signature]
Unofficial Witness (signature)

WILLIAM PONTON
Unofficial Witness (print name)

State of North Carolina
County of Beaufort

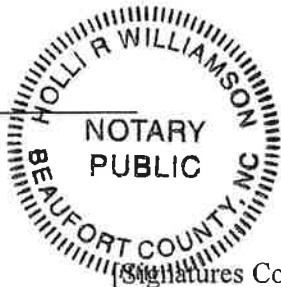
This instrument was signed or attested
before me this 13 day of October,
2020, by Steven A. Beckel.

Personally Known
 Produced Identification

Hollie R. Williamson
Notary Public (Signature)

My Commission Expires: May 4, 2021

(NOTARY
SEAL)



[Signatures Continue on Next Page]

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

Richard Dunn
(Signature)

Richard Dunn
Director, Environmental Protection
Division

Signed in the presence of:

Annise Jones
Unofficial Witness (signature)
Annise 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 Dunn.

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

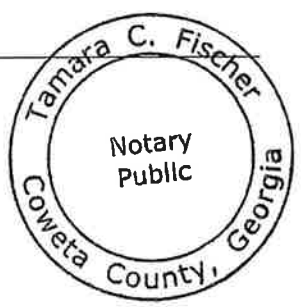


Exhibit A
Legal Description

EXHIBIT A – LEGAL DESCRIPTIONS

Parcel M033-032

All that certain piece, parcel or tract of land situate, lying and being in the 8th Land District of Colquitt County, Georgia, being 1.08 acre, more or less, of Land Lot No. 262 in the City of Moultrie, and more particularly shown on a plat of survey thereof prepared by Jerry S. Lindsey, Surveyor, of date of February 19, 1999, and recorded in plat Book 33, Page 49, in the Office of the Clerk of the Superior Court of Colquitt County, Georgia, which said plat and the record thereof are by reference incorporated herein.

Parcel M033-033

Tract 1:

2.480 acres of land lying and being in the City of Moultrie, Colquitt County, Georgia, and more particularly described as beginning at a concrete monument in the intersection of the North margin of Fourth Avenue, Northeast with the East margin of the Georgia Northern Railroad right-of-way, thence run North 0° 17' West along the East margin of the Georgia Northern Railroad right-of-way 386.21 feet to a concrete monument in the South margin of the Atlantic Coastline Railroad right-of-way, thence run in an Easterly direction along the South margin of said Atlantic Coastline Railroad right-of-way on an arc, which arc has a radius of 930.366 feet, a distance of 234.52 feet to a concrete monument, thence run South 22° 18' 23" East 47.75 feet to a point, thence run South 20° 41' 35" East 223.29 feet to a point, thence run South 32° 13' 30" East 32.53 feet to a point in the North margin of the right-of-way of the Atlantic Coastline spur track, thence run in a Southwesterly direction along the North margin of the right-of-way of the Atlantic Coastline spur track on an arc, which arc has a radius of 529.671 feet, a distance of 100.94 feet to a point in the North margin of Fourth Avenue, Northeast, thence run South 89° 57' West along the North margin of Fourth Avenue, Northeast 276.45 feet to a concrete monument and the point or place of beginning all as more particularly shown on a plat of survey made by Patchen, Mingledorff and Associates, Consulting Engineers, on November 30, 1966, which plat is recorded in Plat Book 5, Page 6, Colquitt County Records.

Tract 2:

A triangular tract of land containing 2667 square feet, lying and being in the City of Moultrie, Colquitt County, Georgia, and more particularly described as beginning at a point on the North margin of Fourth Avenue, Northeast, which point is North 89° 57' East 296.64 feet from a concrete monument in the intersection of the East margin of the right-of-way of the Georgia Northern Railroad and the North margin of Fourth Avenue, Northeast, thence run in a Northeasterly direction along the South margin of the right-of-way of the Atlantic Coastline spur track on an arc, which arc has a radius of 513.671 feet, a distance of 82.94 feet to a point, thence run South 32° 14' 5" East 9.23 feet to a point, thence run South 22°

41 ' 20" East 57.30 feet to a concrete monument in the North margin of Fourth Avenue, Northeast, thence run South 89° 57' West along the North margin of Fourth Avenue, Northeast 83.37 feet to the point or place of beginning; all as more particularly shown on a plat of survey made by Patchen, Mingledorff and Associates, Consulting Engineers, on November 30, 1966, which plat is recorded in Plat Book 5, Page 6, Colquitt County Records.

Parcel M033-034

All that certain piece, parcel or tract of land situate, lying and being the 8th Land District of Colquitt County, Georgia, and being 0.38 acre, more or less, of Land Lot No. 262 in the City of Moultrie as shown on a plat of survey thereof prepared by Jerry S. Lindsey, Surveyor, of date of June 14, 1999, and recorded in Plat Book 33, page 104, in the Office of the Clerk of the Superior Court of Colquitt County, Georgia, which said plat and the record thereof are by reference incorporate herein.

Exhibit B
Map of the Area

