

BOOK PAGE
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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 766447ATL

~~After Recording Return to:~~

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

GEORGIA, COLQUITT COUNTY
CLERK'S OFFICE, SUPERIOR COURT
RECORDED IN BOOK 1443 FOLIO 462/45
ON 15 DAY OF March, 2021
DEPUTY CLERK

CROSS-REFERENCE

County: Colquitt
Deed Book: 0960
Page(s): 0450

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): R.W. Griffin Terminal Services, LLC
P. O. Box 1350
Douglas, GA 31534

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: See Exhibit C.

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 15.8 acres of real property located at 315 4th Street, Moultrie, Colquitt County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on April 27, 2007 to R.W. Griffin Terminal Services, LLC; such conveyance is recorded in Deed Book 0960, Page 0450, 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(s) of the Property are: M034-001, M023-199, M024-215, M024-214 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 R.W. Griffin Terminal Services LLC, 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.
- 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, R.W. Griffin Terminal Services 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, R.W. Griffin Terminal Services 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). R.W. Griffin Terminal Services, LLC represents and warrants that all of the following are true and correct:

- A. R.W. Griffin Terminal Services, LLC holds fee simple title to the Property.
- B. R.W. Griffin Terminal Services, 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 R.W. Griffin Terminal Services, LLC 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 R.W. Griffin Terminal Services, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which R.W. Griffin Terminal Services, LLC is a party or by which R.W. Griffin Terminal Services, LLC may be bound.
- D. R.W. Griffin Terminal Services, LLC 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, R.W. Griffin Terminal Services, 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:

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

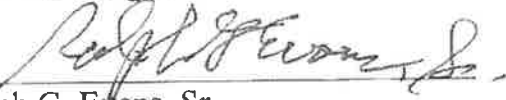
Should any provisions of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

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).

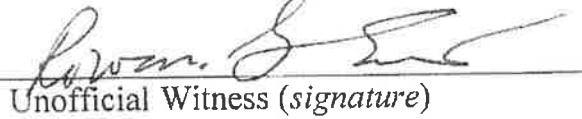
[Signatures Follow on Next Page]

R.W. Griffin Terminal Services, LLC
By: R.W. Griffin Feed, Seed & Fertilizer, Inc., its
General Manager



Ralph G. Evans, Sr.
President

Signed in the presence of:


Unofficial Witness (signature)

Rowan G. Evans
Unofficial Witness (print name)

State of Georgia
County of Coffee

This instrument was signed or
attested before me this 21 day
of September, 2020, by
Ralph G Evans Sr.

Personally Known
 Produced Identification


Notary Public (Signature)

My Commission Expires: Nov 12, 2022

(NOTARY
SEAL)



[Signatures Continue 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:

William Ponton
Unofficial Witness (signature)

William Ponton
Unofficial Witness (print name)

State of North Carolina
County of Beaufort

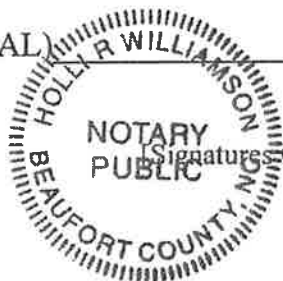
This instrument was signed or attested
before me this 13 day of October, 2020,
by Steven A. Beckel.

Personally Known
 Produced Identification

Holly R. Williamson
Notary Public (Signature)

My Commission Expires: May 4, 2021

(NOTARY SEAL)



[Signature] Continue on Next Page]

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

R. Dunn
(Signature)

Richard Dunn
Director, Environmental Protection
Division

Signed in the presence of:

Aurise Jones

Unofficial Witness (signature)

Aurise 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 _____.

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL) Fischer

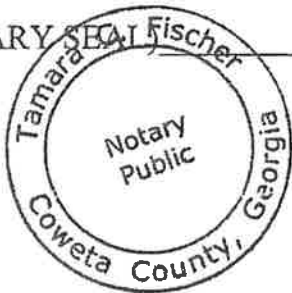


Exhibit A

Legal Description

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EXHIBIT "A"

Property Description

PARCEL #1:

1.501 acres of land lying and being in the City of Moultrie, Colquitt County, Georgia, and more particularly described as BEGINNING at a concrete monument at the Southwest intersection of Fourth Avenue Northeast and Sixth Street Northeast, and from said point of beginning run South 0°4' East along the West margin of Sixth Street Northeast 184.77 feet, thence run south 89°49'20" West 352.88 feet to a point, thence run North 0°3' East 185.51 feet to a point on the South margin of Fourth Avenue Northeast, thence run North 89°57' East along the South margin of Fourth Avenue Northeast a distance of 352.5 feet to a concrete monument and the point of beginning; all as more particularly shown on a plat of survey made by Patchen, Mingledorff and Associates, Consulting Engineers, on November 18, 1966, which plat is recorded in Plat Book 5, page 8, Colquitt County Records.

PARCEL #2:

1.323 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 East margin of the Georgia Northern Railroad right-of-way with the North margin of Second Avenue Northeast in said city, thence run North 0°17' West along the East margin of said railroad right-of-way 213.5 feet to a point, thence run North 45°25'55" East 137.52 feet to a point, thence run North 89°43' East 101.5 feet to a point, thence run South 0°17' East 314 feet to a point in the North margin of Second Avenue Northeast, thence run North 89° West along the North margin of Second Avenue North 260 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 18, 1966, which plat is recorded in Plat Book 5, page 8, Colquitt County Records.

PARCEL #3:

2.68 acres of land lying and being in the City of Moultrie, Colquitt County, Georgia, and more particularly described as beginning at a concrete monument at the northeast intersection of Fourth Avenue, Northeast and Third Street, Northeast, thence run North 0°24' West along the East margin of Third Street, Northeast 360.54 feet to a concrete monument in the South margin of the right-of-way of the Atlantic Coastline Railroad, thence run in an Easterly direction along an arc on the South margin of the right-of-way of the Atlantic Coast Railroad, which arc has a radius of 1407.69 feet, a distance of 282.75 feet to a concrete monument, thence run North 89°51'40" East along the South margin of said railroad right-of-way 19.76 feet to a concrete monument in the West margin of the Georgia Northern Railroad right-of-way, thence run South 0°17' East along the West margin of said Georgia Northern Railroad right-of-way 385.63 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 300.29 feet to a concrete monument and 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 #6:

A tract 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 South margin of Fourth Avenue, Northeast 668.14 feet South 89°57' West from the Southwest intersection of Fourth Avenue Northeast and Sixth Street, Northeast, thence run South 0°17' East along the East margin of said railroad right-of-way 472.14 feet to a point, which is Parcel #2 above described, thence run North 45°25'55" East along the margin of said Parcel #2 a distance of 137.52 feet to a point, thence run North 89°43' East along said Parcel #2 101.5 feet to a point, thence run South 0°17' East along said Parcel #2 a distance of 314 feet to a point in the North margin of Second Avenue, Northeast, thence run South 89° East along the North margin of Second Avenue, Northeast 100.65 feet to a concrete monument in the West margin of Fifth Street, Northeast, thence run North 0°04' West along the West margin of Fifth Street, Northeast 277 feet to a point, thence run South 89° East 60.01 feet to a point in the East margin of Fifth Street, Northeast, thence run South 0°04' East along the East margin of Fifth Street, Northeast 177 feet to a concrete monument in the North margin of lands of Ella Evans, thence run South 89° East along the North margin of lands of Ella Evans 150 feet to a concrete monument, thence run South 0°04' East along the East margin of lands of Ella Evans 50 feet to a concrete monument, thence run North 89° West along the South margin of lands of Ella Evans 75 feet to a point in the East margin of Parcel # 7. hereinafter described, thence run South 0°04' East along the East margin of said Parcel #7 50 feet to a point in the North margin of Second Avenue, Northeast, thence run South 89° East along the North margin of Second Avenue, Northeast 120 feet to a concrete monument in the West margin of lands of J.A. Windom Estate, thence run North 0°4' West along the West margin of lands of said Windom Estate 100 feet to a concrete monument, thence run South 89° East along the North margin of said Windom Estate 110 feet to a concrete monument in the West margin of Sixth Street, Northeast, thence N 0°4' W, 243.06 feet to lands sold by the Grantor to Jenkins Gin Company, thence run South 89°49'20" West along lands of Jenkins Gin Company 322 feet, thence run North 9°04' West 152 feet, thence run North 89°42'20" East 132.02 feet to the right of way of the Georgia & Florida Railroad, thence run North 0°03' East 50 feet to Parcel #1, above described, thence run South 89°49'20" West along the South margin of said Parcel #1 150 feet to a point, thence run North 0°03' East 185.51 feet to a point in the South margin of Fourth Avenue, Northeast, thence run South 89°57' West along the South margin of Fourth Avenue, Northeast 315.64 feet to a concrete monument and the point or place of beginning.

PARCEL #6A:

0.123 acres of land lying and being in the City of Moultrie, Colquitt County, Georgia, more particularly described as beginning at a concrete monument in the South margin of Fourth Avenue, Northeast, which point is the Northwest corner of Parcel #6 herein above described, and from said point run South 89°57' West a distance of 17.67 feet to lands of the Georgia Northern Railroad, thence run South 0°17' East along lands of Georgia Northern Railroad 302 feet, thence run North 89°57' East along lands of said Railroad 17.67 feet to the West margin of said Parcel #6, thence run North 0°17' West along the West margin of said Parcel #6 302 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 18, 1966, which plat is recorded in Plat Book 5, Page 8, Colquitt County Records.

PARCEL #8:

CH-1585499-2

1.859 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 Southeast intersection of Third Street, Northeast and Fourth Avenue, Northeast, thence run North 89°57' East along the South margin of Fourth Avenue, Northeast 300.16 feet to a concrete monument in the West margin of the right-of-way of the Georgia Northern Railroad, thence run South 0°17' East along the West margin of the Georgia Northern Railroad right-of-way 270 feet to a concrete monument in the North margin of lands of Cotton Producers Association, thence run South 89°57' West along the North margin of lands of Cotton Producers Association 299.61 feet to a concrete monument in the East margin of Third Street, Northeast, thence run North 0°24' West along the East margin of Third Street, Northeast 270 feet to a concrete monument and the point or place of beginning; all as more particularly shown of a plat of survey made by Parchen, Mingledorff and Associates, Consulting Engineers, on December 1, 1966, which plat is recorded in Plat Book 5, Page 9, Colquitt County Records.

PARCEL #9:

All that tract or parcel of land lying, being and situated in the City of Moultrie, Colquitt County, Georgia, and being more particularly described as follows:

Beginning at a point on the east margin of Third Street Northeast at the intersection of said margin of said street with the north margin of the right-of-way of the spur or sidetrack of the A. B. & C. Railroad, known as the Coleman Spur, said point being 180 feet north, more or less, from the Northeast corner of the intersection of said Third Street Northeast and Second Avenue Northeast; thence from said point of beginning run North along the east margin of said Third Street Northeast a distance of 210 feet and to the property of C.O. Smith Guano Company; thence run East along the South line of the C.O. Smith Guano Company property a distance of 288 feet, more or less, and to the west margin of the right-of-way of the main line of the Georgia Northern Railway Company; thence run South along the said west margin of said right-of-way a distance of 210 feet, more or less, and to the north margin of the right-of-way of the spur or sidetrack of the A.B. & C. Railroad, known as the Coleman Spur; thence run West along said North margin of said right-of-way a distance of 288 feet, more or less, and to the point or place of beginning; all of said tract being in original Land Lot No. 262 of the 3rd Land District of Colquitt County, Georgia. This being the same property conveyed to Georgia Peanut Company by J.R. Hackett in Deed recorded in Deed Book 76, Page 598 in the records of the office of the Clerk of Superior Court, Colquitt County, Georgia; by J.R. Hackett in Deed recorded in Deed Book 76, Page 600, said records; by Colquitt County Tobacco Warehouse Company, Inc. in Deed recorded in Deed Book 35 Page 450, said records; by C.O. Smith in Deed recorded in Deed Book 101, Page 581, said records.

The above parcel numbers 1, 2, 3, 6, 6A, 8 & 9 are a portion of the property obtained by PCS Joint Venture, Ltd from Florida Favorite Fertilizer, Inc. and Farmers Favorite Fertilizer of Moultrie, Inc., by deed dated January 15, 1992, and recorded in Deed Book 458, Pages 576-584, Public Records, Colquitt County, Georgia.

PARCEL #7:

3750 square feet 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 Northeast intersection of

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Fifth Street, Northeast and Second Avenue, Northeast, thence run North 0°04' West 50 feet to a concrete monument in the South margin of lands of Ella Evans, thence run South 89° East along the south margin of lands of Ella Evans 75 feet to a point in the West margin of Parcel #6 herein above described, thence run South 0°04' East along the West margin of said Parcel #6 a distance of 50 feet to a point in the North margin of Second Avenue, Northeast, thence run North 89° West along the North margin of Second Avenue, Northeast 75 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 18, 1966, which plat is recorded in Plat Book 5, Page 8, Colquitt County Records.

The above parcel # 7 is all of that property obtained by PCS Joint Venture, Ltd. from Farmers Favorite Fertilizer of Moultrie, Inc. by quitclaim deed dated January 15, 1992, and recorded in Deed Book 458, Page 585-586, Public Records, Colquitt County, Georgia.

Exhibit B

Map of the Area

**FORMER FARMERS
FAVORITE FERTILIZER
315 4TH AVENUE NE
MOULTRIE, GA**

Approximate Property
Boundary

Parcel Identification
Number

M033-014

Coordinate System:
NAD 1983 StatePlane Georgia West, Feet



**GRIFFIN TERMINAL
PARCELS**

AECOM
Tallahassee, Florida

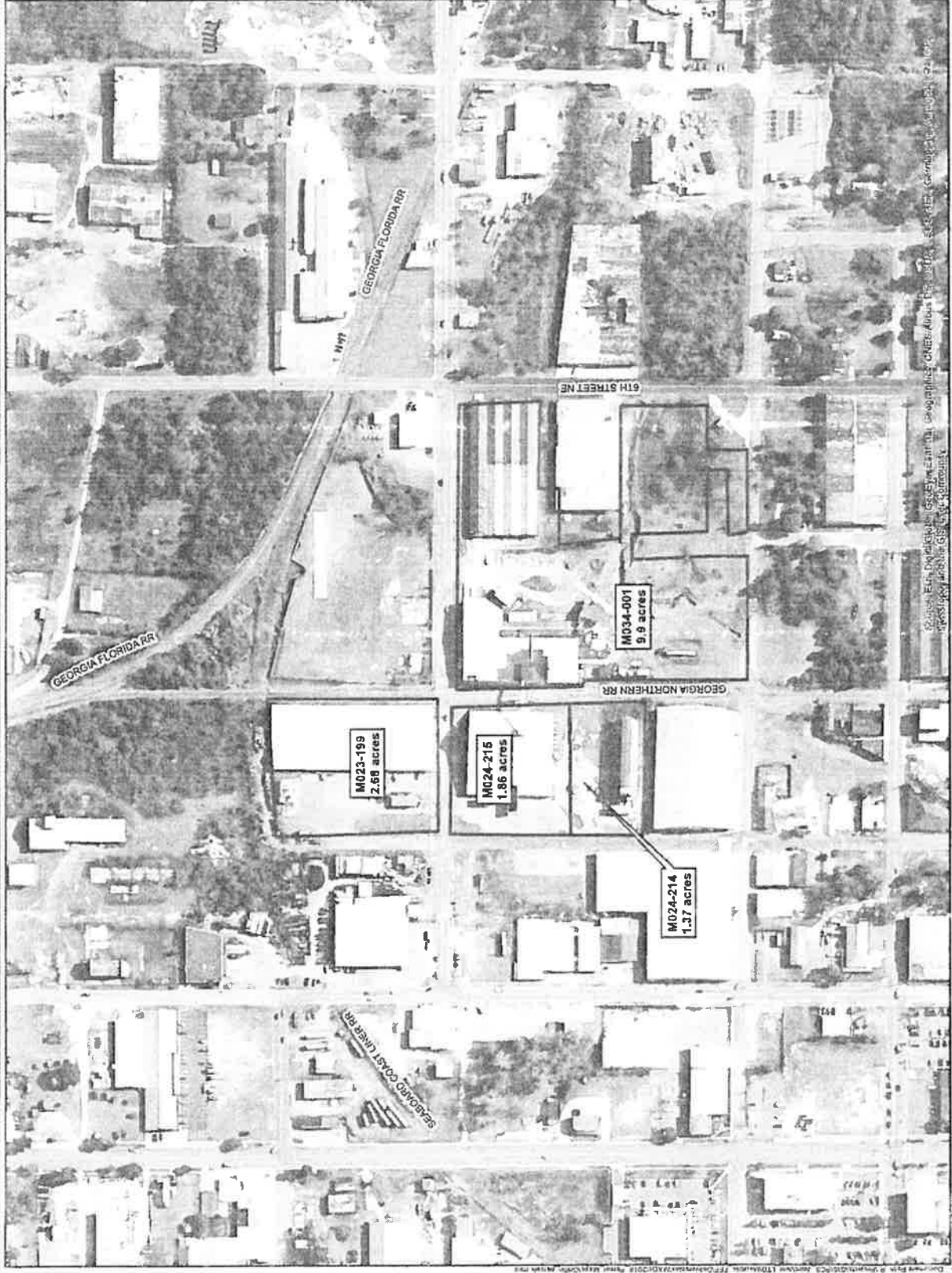


EXHIBIT C
Notice to Persons with Property Interests other than Fee Simple

1. CSX Transportation (f/k/a Atlanta, Birmingham & Atlantic Railroad Co) (right of way).
2. Norfolk Southern Corporation/Southern Railway Corp. Mobile & Ohio RR Co. (f/k/a Georgia Northern Railway Company) and Norfolk Southern Railway (f/k/a Georgia & Florida Railroad) (easements and right of reverter).
3. Georgia Department of Transportation (f/k/a State Highway Board and State Highway Department) (right of way).
4. City of Moultrie, Georgia (sanitary sewer easement).