

After Recording Return to:
Scott Laseter
Kazmarek Mowrey Cloud Laseter LLP
1200 Peachtree Street N.E., Suite 600
Atlanta, Georgia 30309

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 Atlanta Gas Light Company as set forth herein.

Fee Simple Owner(s)/Grantor(s): Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, Georgia 30309

Grantee/Holder with the power to enforce: Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, Georgia 30309

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 consists of two parcels and collectively, is approximately 0.84 acres of real property located at 314 W. College Street in Griffin, Spalding County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter the "Property"). Parcel 023-09001 of the Property was conveyed on August 1, 1997 from Richard D. Slade and Parcel 023-09001A on October 17, 1994 from Ben T Gleaves, Jr. to Atlanta Gas Light Company recorded in Deed Books 1475 and 1263, Pages 201 and 56, respectively, of the Spalding County deed records. The Property is located in Land Lot 143 of the 2nd District of Spalding County, Georgia. A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

The tax parcels associated with the Property are 023-09001 and 023 09001A of Spalding County, Georgia.

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 Atlanta Gas Light Company, Atlanta Gas Light 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 in connection with the Voluntary Remediation Program Griffin MGP Site, HSI Site No. 10352 and VRP Consent Order EPD-VRP-017. 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 #10352 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 not be used for residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant, that could result in exposure to resident individuals to soils beneath the upper two (2) feet of soil on the Property unless it is first demonstrated to EPD's satisfaction that any such change in use will not result in exposure to regulated substances above applicable risk reduction standards or to unacceptable risks of vapor intrusion as measured or evaluated by methods in use by EPD at the time of any such change in use. Without limiting the options available to EPD, the agency's concurrence with a prospective purchaser compliance status report prepared in accordance with the Georgia Brownfield Act, O.C.G.A. §§ 12-8-200, et seq., which reflects the proposed change in use shall constitute an adequate demonstration. Any activity on the Property that may result in the release or exposure above applicable risk reduction standards to the regulated substances that were addressed as part of the Corrective Action, or which may create a new exposure pathway to those regulated substances, is 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 Atlanta Gas Light Company. 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 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, 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, Atlanta Gas Light Company, 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, Atlanta Gas Light Company 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). Atlanta Gas Light Company represents and warrants that all of the following are true and correct:

- A. Atlanta Gas Light Company holds fee simple title to the Property.
- B. Atlanta Gas Light Company 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 Atlanta Gas Light Company 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 Atlanta Gas Light Company nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Atlanta Gas Light Company is a party or by which Atlanta Gas Light Company may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- 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, Atlanta Gas Light Company 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:

Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, Georgia 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

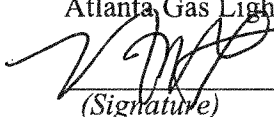
Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

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).

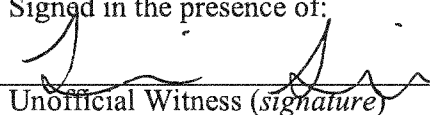
Grantor

Atlanta Gas Light Company


(Signature)

Nichole Miles-Sullivan, VP
Vice President, Operations AGLC

Signed in the presence of:


Unofficial Witness (signature)

Travia Smith
Unofficial Witness (print name)

State of Georgia
County of Fulton

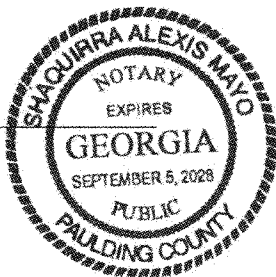
This instrument was signed or attested before
me this 25 day of September, 2024, by
NICHOLE MILES-SULLIVAN.

☒ Personally Known
☒ Produced Identification


Notary Public (Signature)


My Commission Expires:

(NOTARY SEAL)



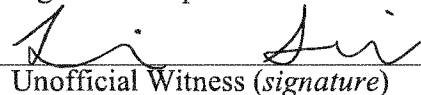
Grantee

Atlanta Gas Light Company


(Signature)

Nichole Miles-Sullivan, VP
Vice President, Operations AGLC

Signed in the presence of:

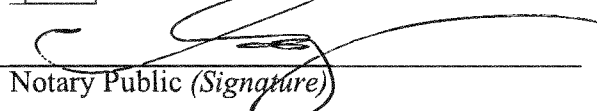

Unofficial Witness (signature)

Travia Smith
Unofficial Witness (print name)

State of Georgia
County of Fulton

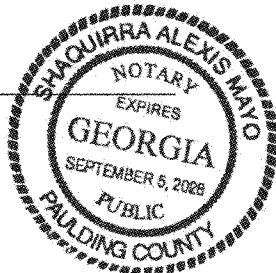
This instrument was signed or attested before
me this 25 day of September, 2024,
by NICHOLE MILES-SULLIVAN.

☒ Personally Known
☒ Produced Identification


Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 19th day of February, 2025:

Jeffrey W. Cown
(Signature)

Jeff Cown
Director, Environmental Protection Division

Signed in the presence of:

W. R. Blomfield
Unofficial Witness (signature)

Katie R Bloomfield
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 19th day of February, 2025 by

☒ Personally Known
☐ Produced Identification

LaQuetta Ferrell
Notary Public (Signature)

My Commission Expires July 31, 2027

(NOTARY SEAL)

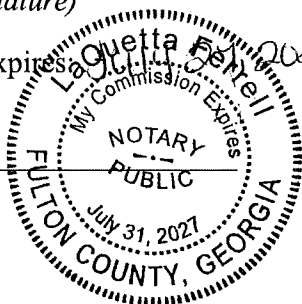


Exhibit A
Legal Description of Property

1025

THIS INDENTURE, Made this thirtieth day of
June, A. D. 1928, between GRIFFIN GAS, ICE & COLD
STORAGE COMPANY, a corporation organized and existing
under and by virtue of the laws of the State of Georgia,
party of the first part, (hereinafter sometimes referred
to as "Grantor"), and GEORGIA PUBLIC UTILITIES COMPANY, a
corporation organized and existing under and by virtue of
the laws of the State of Georgia, having its principal office
in the City of Augusta, Georgia, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in
consideration of the sum of Ten Dollars (\$10.00), and other
good and valuable considerations, in hand paid by the party
of the second part, the receipt whereof is hereby acknowledged,
pursuant to authority of the Board of Directors of the party
of the first part, has, and by these presents does bargain,
sell, convey, release, assign, transfer and set over unto
the party of the second part, and its successors and assigns
forever, all the following described property and interests
in property:

I.

All real estate and any and all interests
in real estate in the State of Georgia which the
party of the first part now owns in said State,
including the following:

A certain parcel of real estate located
in the City of Griffin, County of Spalding,
State of Georgia, bounded as follows:

Beginning at the property line at the intersection of Collins and West College Streets, running South along Collins Street Two Hundred and Fifty Feet and Six Inches (250.5 ft.); thence West in a straight line and at right angles Two Hundred and Fifty-one Feet and Nine Inches (251.75 ft.); thence in a Northeasterly direction along the right of way of the Southern Railway Company Three Hundred and Fifteen Feet and Two Inches (315 1/6 ft.) to College Street; thence East along College Street Seventy-one (71) feet to the starting point. Bounded North by West College Street; East by Collins Street; South by property of Maggie Prothro; and West by Southern Railway Co.,

together with all buildings, structures and improvements of every kind, character and description located upon said described parcel of land.

Also all rights of way, easements and interests in rights of way and/or easements of the grantor pertaining to and used or useful in connection with the operating and maintaining of its gas manufacturing plants, distribution systems, and cold storage plant.

II.

Also all and singular the gas manufacturing plants, distribution systems, and the cold storage plant of the grantor, and branches and extensions thereof, and all machinery, furniture and fixtures, fittings, tools and equipment therein; all wagons, motor trucks or other vehicles in any way used in or about the operation of or in connection with the plant of the grantor; all mains, services, meters, and appliances of every kind used in and about the grantor's plant in the manufacture and/or in the distribution of water gas, coal gas, and water gas tar; all supplies, machinery, appliances, goods, wares and other movable property now or at any time handled by the grantor for sale as merchandise and not in use or connected as fixtures with its own plant; and, without in any way limiting or restricting the generality of

the foregoing, there is included in this conveyance all coal, coke, gas oil, tar, pipe stock, fittings stock; ranges, new and secondhand; heaters, and hot plates.

Also all and singular the business and good-will of the grantor.

III.

Also all choses in action, contracts, leases, claims, accounts receivable and moneys whatsoever now owned by the grantor; and, without in any way limiting or restricting the generality of the foregoing, there is included in this conveyance all of the grantor's rights, privileges and benefits under a certain agreement entered into by and between the grantor and Southern Railway Company, dated October 25, 1925, wherein the said Railway Company agrees to construct and operate an extension of a certain then present industrial track at Griffin, Georgia, which said track and extension thereof gives access to and serves the plant and property of the grantor.

IV.

Also all franchises, licenses, easements, rights, privileges and immunities belonging to or held or enjoyed by the grantor, whether conferred by the United States, the State of Georgia, or any county, municipality or subdivision thereof; and, without in any way limiting or restricting the generality of the foregoing, there is included in this conveyance all rights, privileges and immunities enjoyed by it under the following:

1. An ordinance giving and granting unto Frank L. Fuller, his associates, successors or assigns, permission to construct and operate a gas works in Griffin, Georgia, passed by the City Council of the City of Griffin, Georgia, on May 27, 1913.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise

appertaining to the aforesaid property or to any part thereof, with reversion or reversions, remainder and remainders, rents, issues, income, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the party of the first part now has in and to the aforesaid property and the franchises and each part and parcel thereof.

TO HAVE AND TO HOLD the said property and rights above described unto the party of the second part, its successors and assigns forever.

And the said GRIFFIN GAS, ICE & COLD STORAGE COMPANY, party of the first part, for itself and its successors, does covenant, promise and agree with the party of the second part, its successors and assigns, that it has full right, title and interest in and to the property aforesaid, subject only to unpaid general taxes for the calendar year 1928, and to a certain trust deed executed by the grantor in favor of First Trust and Savings Bank and Melvin A. Traylor, Trustees, recorded on August 28, 1926, in Deed Book 51, at Pages 141 to 167, of Records of Spalding County, Georgia, and, except as to such taxes and as to said trust deed, the party of the first part will warrant and forever defend said property against all persons claiming the same.

The party of the first part does further covenant and agree upon request to execute and deliver to the party of the second part, its successors and assigns, any and all

further instruments which may be necessary to fully and
legally assure to the party of the second part, its
successors and assigns, the rights, titles and interests
granted herein or intended so to be.

IN WITNESS WHEREOF, the party of the first part
has caused its corporate seal to be hereunto affixed and
has caused its name to be signed to these presents by its
President, and attested by its Secretary,
this 30th day of June , A. D. 1928.

GRIFFIN GAS, ICE & COLD STORAGE COMPANY

By

R. D. Dagg
President.

ATTEST:

W. M. Leland
Secretary.

Signed, sealed and delivered in the presence of:

W. M. Hunter
M. Augustus
Witnesses.

Notary Public in and for Cook
County, Illinois.
My Commission expires November 13th,
1929.

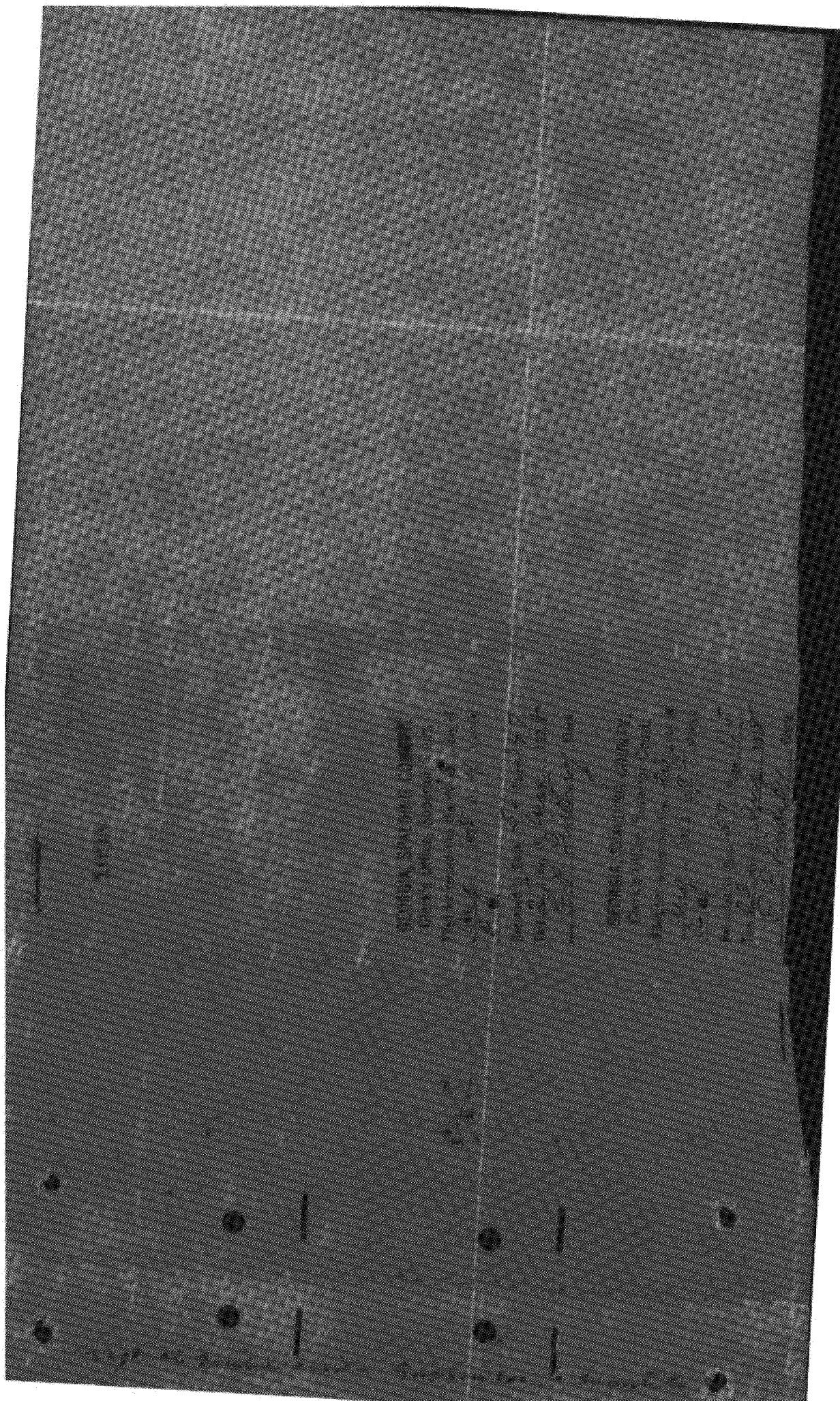
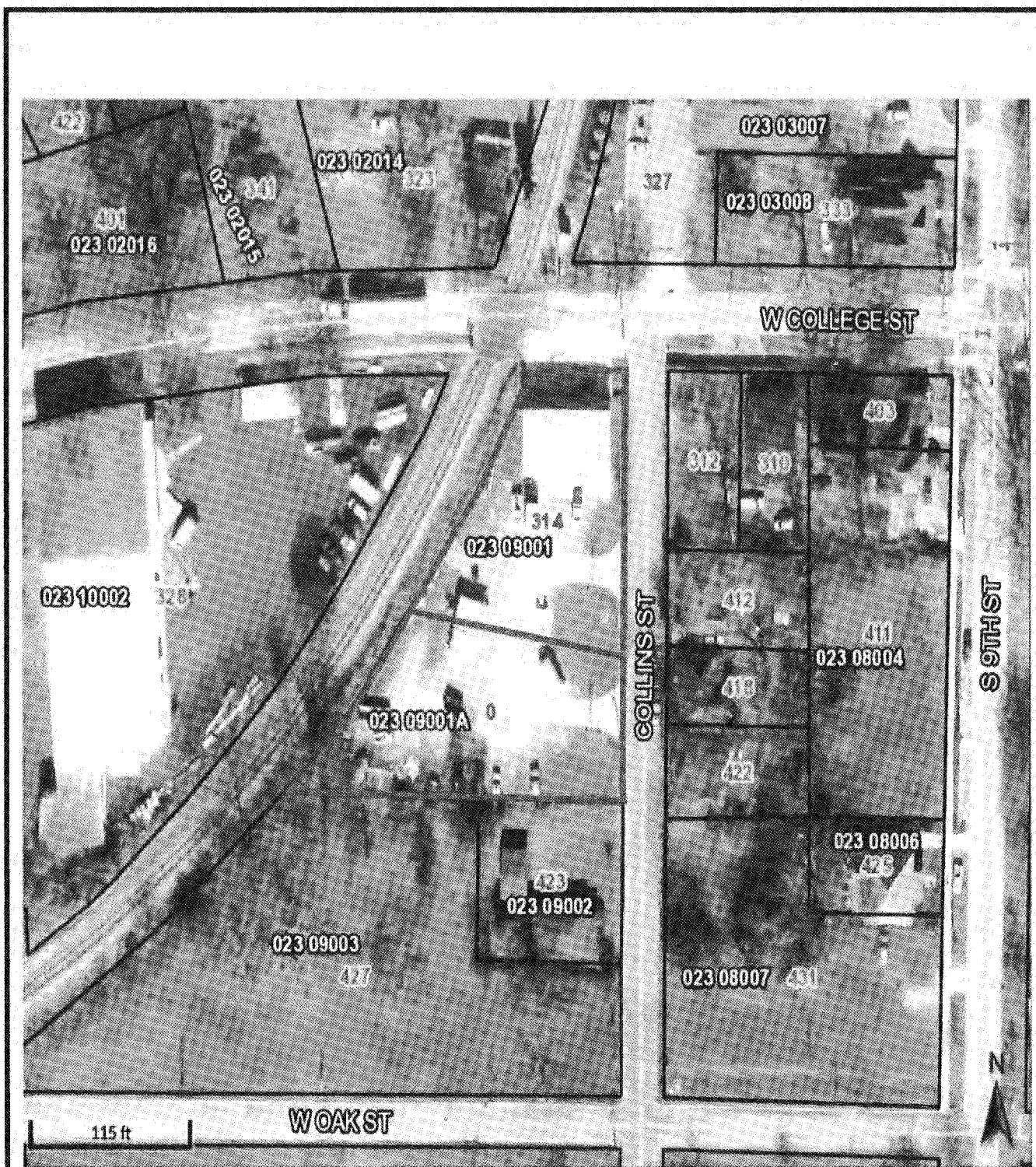


Exhibit B
Map of Property



LEGEND

Parcel Boundary

Source: Spalding County Tax Assessors Website

Uniform Environmental Covenant
Former MGP Site
Griffin, Georgia

Atlanta Gas Light Company
Atlanta, Georgia



Project 2201119

Exhibit B
Tax Parcel Map

April 2023