

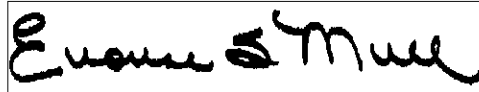
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BK:4746 PG:181-188

FILED IN OFFICE
CLERK OF COURT
09/11/2020 12:45 PM
EVONNE S. MULL, CLERK
SUPERIOR COURT
DOUGHERTY COUNTY, GA

Received
Land Protection Branch

JUN 22 2020



Hazardous Waste

After Recording Return to:
Brown and Caldwell
Attn: Daniel McCloy
990 Hammond Drive, Suite 400
Atlanta, GA 30328

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 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(s)/Grantor(s): Taylor Real Estate Enterprises, LP
1108 Industry Avenue
Albany, GA 31707-5136

Grantee/Holder with the power to enforce: Taylor Real Estate Enterprises, LP
1108 Industry Avenue
Albany, GA 31707-5136

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 ten (10) acres of real property located at 1108 Industry Avenue, Albany, Dougherty County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property

was conveyed on November 25, 2005 to Taylor Real Estate Enterprises, LP; such conveyance is recorded in Deed Book 3073, Page 79, of the Dougherty County deed records. The Property is located in Land Lot 376, 1st District, Parcel 00212/00001/30E of Dougherty County, Georgia.

The tax parcel(s) of the Property is 00212/00001/30E of Dougherty 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 Taylor Real Estate Enterprises, LP 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 MacGregor Golf Company Site (HSI No. 10398). Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
Attn: Program Manager
2 Martin Luther King Jr. Drive, SE, Suite 1054
Atlanta, Georgia 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 Taylor Real Estate Enterprises LP to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Taylor Real Estate Enterprises LP 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, Taylor Real Estate Enterprises LP 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, Taylor Real Estate Enterprises LP 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. Taylor Real Estate Enterprises LP holds fee simple title to the Property.
- B. Taylor Real Estate Enterprises LP 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 Taylor Real Estate Enterprises LP of any anticipated material change in the practices, ownership, or authority of Taylor Real Estate Enterprises LP 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 Taylor Real Estate Enterprises LP nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Taylor Real Estate Enterprises LP is a party or by which Taylor Real Estate Enterprises LP may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- E. 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).

[SIGNATURES BEGIN ON NEXT PAGE]

Grantor

Taylor Real Estate Enterprises LP

Taylor Real Estate Enterprises, LP

Signed in the presence of:

By Taylor Property Management, LLC,
General Partner

By Mark F. Taylor, Manager

Sharon Veasey
Unofficial Witness (signature)

Sharon Veasey
Unofficial Witness (print name)

State of Georgia

County of Lee

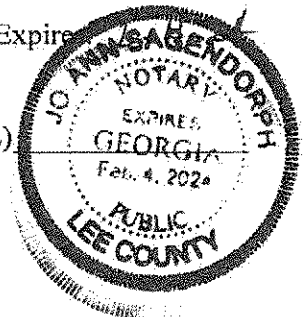
This instrument was signed or attested before
me this 18 day of FEB, 2020 by

- Personally Known
- Produced Identification

Jo Ann Sagerdorff
Notary Public (Signature)

My Commission Expires

(NOTARY SEAL)



Grantee

Taylor Real Estate Enterprises LP

[Handwritten Signature]

Taylor Real Estate Enterprises, LP

Signed in the presence of:

By: Taylor Property Management, LLC,
General Partner

By: *[Handwritten Signature]*

Mark E. Taylor, Manager

[Handwritten Signature]

Unofficial Witness (signature)
Sharon Deasey

Unofficial Witness (print name)

State of _____

County of _____

This instrument was signed or attested before
me this 18 day of FEB, 2020, by

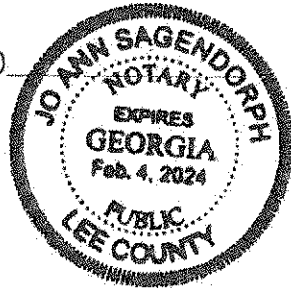
Personally Known
 Produced Identification

[Handwritten Signature]

Notary Public (Signature)

My Commission Expires: 2-4-24

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,

this 27 day of August, 2020 :

R. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

Traci P. Douglas
Unofficial Witness (signature)

Traci P. Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me this 27 day of August 2020 by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

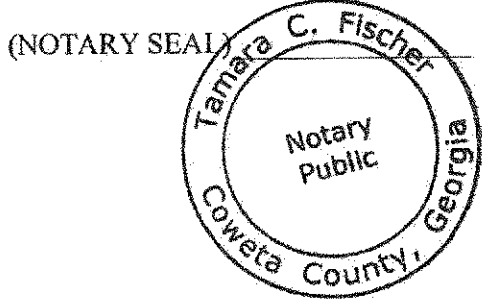


Exhibit A
1108 Industry Avenue, Albany, GA
Legal Description of Property

TRACT II: All that tract or parcel of land lying and being in Land Lot 376, First Land District, Dougherty County, Georgia, more particularly described as follows:

To locate the point of beginning, commence at the intersection of the West right-of-way line of South Slappey Drive extended with the South right-of-way line of Industry Avenue extended; from said point of intersection, run thence in a Westerly direction along the South extended right-of-way line of Industry Avenue a distance of 30 feet to a point on the South right-of-way line of Industry Avenue; run thence along the South right-of-way line of Industry Avenue a distance of 391.1 feet to the POINT OF BEGINNING, said POINT OF BEGINNING marking the Northwesterly corner of the property previously conveyed to Uncoi of Georgia, Inc., by Empire Land Company; run thence South 0° 40' East a distance of 575.0 feet along the West property line of the property now or formerly owned by Uncoil of Georgia, Inc., and a Southerly extension thereof, to a point; run thence South 87° 51' West a distance of 760.0 feet to a point; run thence North 0° 40' West a distance of 575.0 feet to a point on the South right-of-way line of Industry Avenue; run thence North 87° 51' East along the South right-of-way line of Industry Avenue, for a distance of 760.0 feet to the POINT OF BEGINNING. Said described tract or parcel of land being a portion of the same property conveyed by Paul H. Slappey, Mrs. Sibert H. Jones, Noc Ruth Slappey, Charles F. Slappey and Jack H. Slappey to Empire Land Company on February 28, 1949, recorded in Deed Book 127, page 516, in the office of the Clerk of Superior Court of Dougherty County, Georgia.