

After Recording Return to:
Andrea L. Rimer
Troutman Pepper Hamilton Sanders LLP
Suite 3000 Bank of America Plaza
600 Peachtree Street NE
Atlanta, GA 30308

Participant ID: 4591293252
CROSS-REFERENCE:
County: **BK 2357 PG 623 - 632**
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): Georgia Ports Authority
PO Box 2406
Savannah, GA 31402

Grantee/Holder with the power to enforce: Georgia Power Company
241 Ralph McGill Blvd. NE
Atlanta, GA 30308

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Persons with Interests other than Fee Simple: Atlanta Gas Light Company
c/o Southern Company Gas
10 Peachtree Place NE
Atlanta, GA 30309

Savannah Electric and Power Company
c/o Georgia Power Company
241 Ralph McGill Blvd. NE
Atlanta, GA 30308

Colonial Oil Industries, Inc.
c/o Colonial Group, Inc.
101 N Lathrop Ave
Savannah, GA 31415

Georgia-Pacific Corporation
133 Peachtree Street
Atlanta, GA 30303

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 49.6 acres of real property located at 120 Crossgate Road, Port Wentworth, Chatham County, Georgia, which is further identified by the tax parcel ID number below (hereinafter “Property”). The Property was conveyed on February 27, 2001 from Georgia-Pacific Corporation to the Georgia Ports Authority; such conveyance is recorded in Deed Book 219G, Page 0600. The Property is located in the Eighth Georgia Militia District of Chatham County, Georgia.

A legal description of the Property is attached as Exhibit A. A survey performed by a licensed surveyor showing the Property is included as Exhibit B.

Tax Parcel ID

1-0808-01-003, Chatham 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 the Georgia Ports Authority, Georgia Power 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 an environmental response performed and/or being performed at the adjacent Savannah Electric – Plant Kraft HSI Site # 10415. 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 Georgia Power Company to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Georgia Power 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, the Georgia Ports Authority 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, the Georgia Ports Authority 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

The Georgia Ports Authority represents and warrants that all of the following are true and correct:

- A. The Georgia Ports Authority holds fee simple title to the Property.
- B. The Georgia Ports Authority 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 the Georgia Ports Authority 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 the Georgia Ports Authority nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which the Georgia Ports Authority is a party or by which the Georgia Ports Authority may be bound.
- D. The Georgia Ports Authority 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 interests 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 interests other than fee simple in the Property has been provided to EPD;
- 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).

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 6th day of JANUARY, 2020. 1

Signed, sealed, and delivered in the presence of:

For the Grantor:

E. DiAgostino
Unofficial Witness (*Signature*)

Georgia Ports Authority
Name of Grantor (*Print*)

Emily DiAgostino
Unofficial Witness Name (*Print*)

[Signature] (Seal)
Grantor's Authorized Representative
(*Signature*)

GA Ports Authority
Unofficial Witness Address (*Print*)

Griff Lynch
Authorized Representative Name (*Print*)

Executive Director
Title of Authorized Representative (*Print*)

Debra H. Wynn
Notary Public (*Signature*)

Dated: Jan 6, 2021

(NOTARY SEAL)

My Commission Expires:

DEBRA H. WYNN
Notary Public, Chatham County, GA
My Commission Expires Sept. 24, 2022

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

ROBERT WINTON
Unofficial Witness Name (Print)

2759 PRINCETON HILL CT
MARIETTA, GA 30068
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

My Commission Expires:
1/30/21

For the Grantee/Holder:

Georgia Power Company
Name of Grantee (Print)

[Signature]
Grantee's Authorized Representative (Signature)

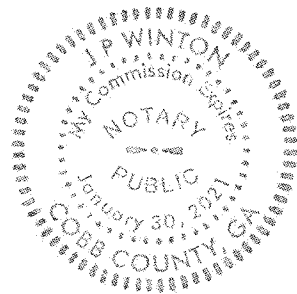
(Seal)

MARK S. BOBLY
Authorized Representative Name (Print)

VICE PRESIDENT
Title of Authorized Representative (Print)

Dated: 1/5/21

(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Annise Jones
Unofficial Witness (Signature)

Annise Jones
Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires:
7-27-2022

For the State of Georgia
Environmental Protection Division:

R. Dunn
(Signature)
Richard E. Dunn
Director

(Seal)

Dated: 4-13-2021

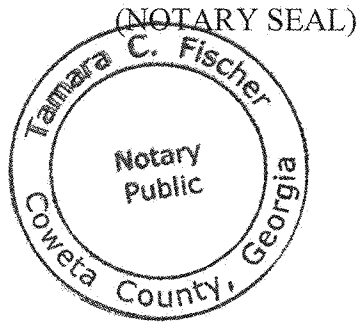


Exhibit A
Property Legal Description

ALL THAT CERTAIN LOT, TRACT AND PARCEL OF LAND SITUATE, LYING AND BEING IN CHATHAM COUNTY, GEORGIA, SHOWN AND DESIGNATED AS LOT 1 OF A SUBDIVISION OF A 81.23+ ACRE PORTION OF THE FORMER POTTER PLANTATION, ACCORDING TO A PLAT PREPARED FOR GEORGIA PACIFIC CORPORATION BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND RECORDED IN PLAT BOOK 17-P, FOLIO 92 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

Exhibit B
Survey of Property

[See attached.]

