



Deed Doc: COVE
Recorded 02/06/2023 04:02PM

Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 05455 Pg 0368-0377
CROSS-REFERENCE: Penalty:
County: Athens-Clarke
Deed Book 607, Page 328

After Recording Return to:
Athens-Clarke County Attorney's Office
Attn: Judd Drake
155 E. Washington Street
Athens, GA 30601

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 (the "Grantee") as set forth herein.

Fee Simple Owner/Grantor: Unified Government of Athens-Clarke County
301 College Avenue
Athens, GA 30601

Holder with the power to enforce: Unified Government of Athens-Clarke County
301 College Avenue
Athens, GA 30601

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

Persons with Interests other than Fee Simple: Classic Center Authority
300 N Thomas Street
Athens, Georgia 30601

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 4.006 acres of real property located at 120 Foundry Street, Athens, Clarke County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed to the City of Athens, Georgia, predecessor in interest to the Unified Government of Athens-Clarke County, Georgia, by that certain Warranty Deed from Seaboard System railroad, Inc., a Virginia corporation, and recorded in Deed Book 607, Page 328, Athens-Clarke County, Georgia Records. The Property is located in the 216th G.M.D. of Clarke County, Georgia.

Tax Parcel ID

171B2 A002 of Athens-Clarke 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 provisions of the Act. This Environmental Covenant shall be binding upon Unified Government of Athens-Clarke County, 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 Atlanta Gas Light Company – Athens MGP Site (HSI #10153), the Georgia Power – Athens Foundry Street Property (HSI #10052), and Unified Government of Athens-Clarke County – Willow Street Landfill and Incinerator (HSI # 10491). 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 identified in connection with the State's Hazardous Site Inventory at HSI #10052, #10153 and # 10491, which have 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.** No portion of the Property where occupants could be exposed to soil shall be used for residential purposes as defined in Section 391-3-19-.02 unless it is first demonstrated to EPD's satisfaction that any such exposure shall not exceed applicable risk reduction standards. For clarity, this restriction shall not limit multifamily residential uses within interior portions of structures at levels located above the ground-level floor or located above below-grade parking structures now existing or erected in the future on the Property, nor commercial uses classified as residential by Section 391-3-19-.02 in those same above-grade areas, all provided residents are not exposed to soils above residential risk reductions standards at ground level.
- B. **Groundwater Limitation.** The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purpose 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 and Grantees 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, Georgia Power Company and AGLC. 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.

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 Holder 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 and Holder 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, Unified Government of Athens-Clarke County 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, Unified Government of Athens-Clarke County 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). Unified Government of Athens-Clarke County represents and warrants that all of the following are true and correct.

- A. Unified Government of Athens-Clarke County holds fee simple title to the Property.
- B. Unified Government of Athens-Clarke County 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 Unified Government of Athens-Clarke County 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 Unified Government of Athens-Clarke County nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Unified Government of Athens-Clarke County is a party or by which Unified Government of Athens-Clarke County may be bound.
- D. Unified Government of Athens-Clarke County 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. 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, Unified Government of Athens-Clarke County 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:

Classic Center Authority
300 N. Thomas Street
Athens, Georgia 30601

And

Unified Government of Athens-Clarke County
301 College Avenue
Athens, GA 30601

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/Holder:

Unified Government of Athens-Clarke County, a
body politic and corporate and a political subdivision
of the State of Georgia

Kelly Girtz
Kelly Girtz, Mayor

Signed in the presence of:

Attest: Gloria J Spatlin
Gloria J Spatlin,
Clerk of Commission

Cynthia Lambright
Unofficial Witness (signature)
Cynthia Lambright
Unofficial Witness (print name)

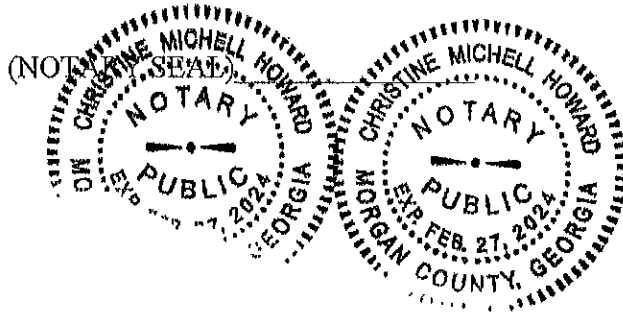
State of Georgia
County of Clarke

This instrument was signed or attested before
me this 9th day of December, 2022,
by Kelly Girtz.

Personally Known
 Produced Identification

Christine Michell Howard
Notary Public (Signature)

My Commission Expires: 12/27/2024



Grantee:

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 20th day of January, 2023:

[Handwritten Signature]
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

[Handwritten Signature]
Unofficial Witness (signature)

Vashti Lawson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 20th day of January, 2023, 2022,
by Richard E. Dunn.

Personally Known
 Produced Identification

[Handwritten Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) 6/1/2024



Exhibit A
Legal Description of Property

All that tract or parcel of land situate, lying and being in the 216th District, G.M., Athens-Clarke County and being more particularly described as Tract 2, 4.006 Acres on that certain plat of survey entitled "Classic Center Parking Deck and Foundry Street Building", dated June 13, 2022, prepared by Traditions Surveying LLC, David M. Camp, Georgia Professional Land Surveyor No. 3038, and recorded in Plat Book J, page 360, Athens-Clarke County Records.

Exhibit B
Map of Property

qPublic.net™ Athens-Clarke County, GA



Overview



Legend

- Parcels
- Roads

Parcel ID	171B2A002	Owner	ATHENS-CLARKE COUNTY UNIFIED
Class Code	Exempt		GOVERNMENT
Taxing District	TAD 4 - East Downtown - DDA		325 E WASHINGTON ST.
	East Downtown - DDA	Physical Address	ATHENS, GA 30601
Acres	4.64		120 FOUNDRY ST