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PARTICIPANT ID: 9897972384,1491839235
CLERK: Lynn G. Purvis
Colquitt County, GA

After Recording Return to
City of Moultrie
P.O. Box 3368
Moultrie, GA 31776

CROSS-REFERENCE:
County: **Colquitt**
Deed Book: **675**
Page(s): **591**

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 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 the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"); and Conagra Brands, Inc. as set forth herein.

Fee Simple Owner(s)/Grantor(s):

City of Moultrie
P.O. Box 3368
Moultrie, GA 31776

**Grantee/Holder with the
power to enforce:**

Conagra Brands, Inc.
Attn: Legal Department
222 W. Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
Address of Director's Office:
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

**Persons with Interests
other than Fee Simple:**

City of Moultrie, Georgia
State Highway Department of Georgia
Lloyd Baxter
Municipal Electric Authority of Georgia
Municipal Gas Authority of Georgia
South Georgia Governmental Services Authority
Georgia & Florida Railway LLC

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 2.53 acres of real property located at 1189 North Main Street, Colquitt County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on March 6, 2000 to the City of Moultrie; such conveyance is recorded in Deed Book 675, Page 591, Colquitt County Records. The Property is located in Land Lot 245 of the 8th District of Colquitt County, Georgia.

The tax parcel of the Property is tax parcel ID number M022A 005, 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 provisions of the Act. This Environmental Covenant shall be binding upon City of Moultrie, Georgia; Conagra Brands, Inc.; EPD; 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 former Swift Meat Processing Plant facility. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King, Jr. Drive, Suite 1054, East Tower
Atlanta, Georgia 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice: This Property is a portion of a tract that has been listed on the State's Hazardous Site Inventory at HSI #10509 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. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

- B. Any activity on the Property that may result in the release or exposure to regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is 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 Conagra Brands, Inc. 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 Conagra Brands, Inc. 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, Conagra Brands, Inc. 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, Conagra Brands, Inc. 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, Conagra Brands, Inc. 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). Conagra Brands, Inc.

represents and warrants that all of the following are true and correct:

- A. City of Moultrie holds fee simple title to the Property.
- B. City of Moultrie 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 City of Moultrie 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 City of Moultrie nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which City of Moultrie is a party or by which City of Moultrie may be bound.
- D. Conagra Brands, Inc. 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, Conagra Brand, Inc. 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:

City of Moultrie
P.O. Box 3368
Moultrie, GA 31776

Conagra Brands, Inc.
Attn: Legal Department
222 W. Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654

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

City of Moultrie, Georgia

William M. McIntosh
(Signature)

Signed in the presence of:

William M. McIntosh

Mayor

Tina Coleman
Unofficial Witness (signature)

Tina Coleman
Unofficial Witness (print name)

State of Georgia
County of Colquitt

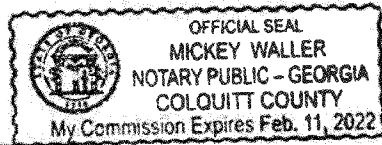
This instrument was signed or attested before
me this ____ day of May, 2019, by Mickey
E. Waller.

Personally Known
 Produced Identification

Mickey Waller
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



Grantee

[use signature block executed, witnesses, and notarized in accordance with all requirements specified in the Act and any and all other applicable federal, state, or local laws]

Sample signature block, to be amended or updated in accordance with all applicable requirements:

[Name of Grantee]

(Signature)

Signed in the presence of:

Trevor Foster



Vice President, Chief Counsel – Commercial
Transactions

Unofficial Witness (signature)

Lisa Hyre Timms

Unofficial Witness (print name)

State of [Name]
County of [Name]

This instrument was signed or attested before
me this ___ day of _____, 20___, by
[Name].

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 6 day of October, 2020

Richard E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:
Troci P. Douglas
Unofficial Witness (signature)

Troci P Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 6 day of October, 2020 by
[Name].

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL) -

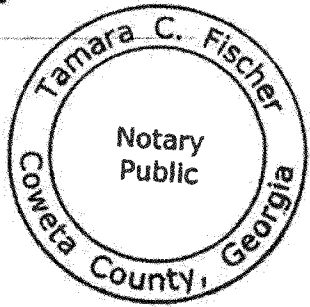



Exhibit A
Legal Description

All that tract or parcel of land situate, lying and being in the County of COLQUITT, State of Georgia, and described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 245 in the 8th Land District of Colquitt County, Georgia, and being in the City of Moultrie and being more particularly described as beginning at a point on the West margin of North Main Street with the South margin of the right-of-way of the Georgia Northern Railroad and run thence North along the West margin of North Main Street 668 feet to a point which is on line with what was the party wall separating the three story level of the old Swift and Company building with the two story level, run thence in a southwesterly direction along the location of said party wall 172 feet to the East margin of a spur track or line, thence run in a southerly direction along the East margin of said spur line 222 feet to a point 10 feet South of the old Cooper Shop, thence run in a westerly direction 123 feet to the East margin of the Georgia Northern Railroad right-of-way, thence run in a southeasterly direction along the East margin of the Georgia Northern Railroad right-of-way 545 feet to the West margin of North Main Street to the point of beginning.



Exhibit B
Site Map
City of Moultrie Property - M022A 005

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