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PAGE: 00333 - 00342  
RECORDING FEES: \$25.00  
PARTICIPANT ID: 9897972384,1491839235  
CLERK: Lynn G. Purvis  
Colquitt County, GA  
Cross-References: Deed Book 1276 Page 413

After Recording Return to:  
Nutrien Ag Solutions, Inc.  
P.O. Box 487  
Moultrie, GA 31776

CROSS-REFERENCE:  
County: Colquitt  
Deed Book: 1276  
Page(s): 413

## 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):** Nutrien Ag Solutions, Inc.  
P.O. Box 487  
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 1.42 acres of real property located at 1189 North Main Street, Moultrie, Colquitt County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on August 31, 2016 to Crop Production Services, Inc. (now known as Nutrien Ag Solutions, Inc.); such conveyance is recorded in Deed Book 1276, Page 0414, of the Colquitt County deed 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 004A, 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 Nutrien Ag Solutions, Inc.; 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 an environmental response 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

## **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 prepared in accordance with generally accepted engineering principles and submitted in writing to 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 with Environmental Covenant**

Nutrien Ag Solutions, Inc. shall provide reasonable access to authorized representatives of EPD to verify compliance with the terms of this Environmental Covenant.

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.**

Grantor(s) represents and warrants that all of the following are true and correct:

- A. Nutrien Ag Solutions, Inc. holds fee simple title to the Property.
- B. Nutrien Ag Solutions, Inc. 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 Nutrien Ag Solutions, Inc. 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 Nutrien Ag Solutions, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Nutrien Ag Solutions, Inc. is a party or by which Nutrien Ag Solutions, Inc. may be bound.

#### **Representations and Warranties by Grantee/Holder.**

- A. 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;
- B. 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

Nutrien Ag Solutions, Inc.

Sherei Kuhlmann  
(Signature)

Signed in the presence of:

[Name of Authorized Representative]

Sherei Kuhlmann  
[Title of Authorized Representative]  
Vice President

Julie Shrake  
Unofficial Witness (signature)

Julie Shrake  
Unofficial Witness (print name)

State of [Name]  
County of [Name]

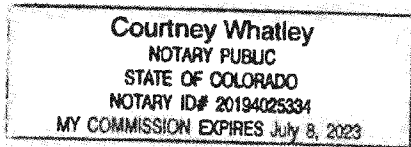
This instrument was signed or attested before  
me this 20<sup>th</sup> day of May, 2020 by  
[Name].

Personally Known  
 Produced Identification

Courtney Whalley  
Notary Public (Signature)

My Commission Expires: July 8, 2023

(NOTARY SEAL) \_\_\_\_\_



Grantee

Conagra Brands, Inc.



(Signature)

Signed in the presence of:

Trevor Foster

Vice President, Chief Counsel – Commercial Transactions

\_\_\_\_\_  
Unofficial Witness (signature)

\_\_\_\_\_  
Unofficial Witness (print name)

State of [Name]  
County of [Name]

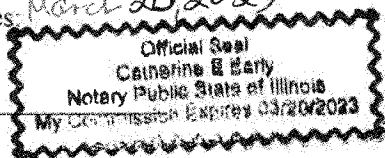
This instrument was signed or attested before me this 20 day of June, 2020 by [Name].

Personally Known  
 Produced Identification

  
\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: March 20, 2023

(NOTARY SEAL)



Grantee

Conagra Brands, Inc.

\_\_\_\_\_  
(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 :

[Signature]  
(Signature)

Richard E. Dunn  
Director, Environmental Protection Division

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

Traci Douglas  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

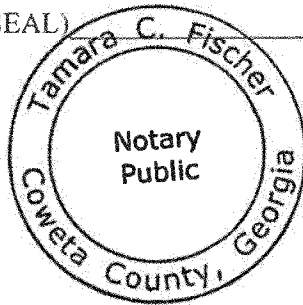
This instrument was signed or attested before  
me this 6 day of October, 2020 by  
[Name].

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)





**Exhibit A**  
**Legal Description of Property**

All that tract or parcel of land situate, lying and being in Land Lot 245, 8<sup>th</sup> Land District, Colquitt County, Georgia and being 1.42 acres in Tract 3 as shown by that Plat of Survey for Crop Production Services, dated June 28, 2016, recorded in Plat Book 44, Page 184A, Colquitt County Records.

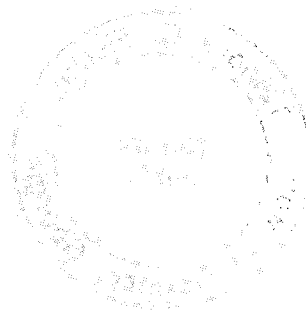
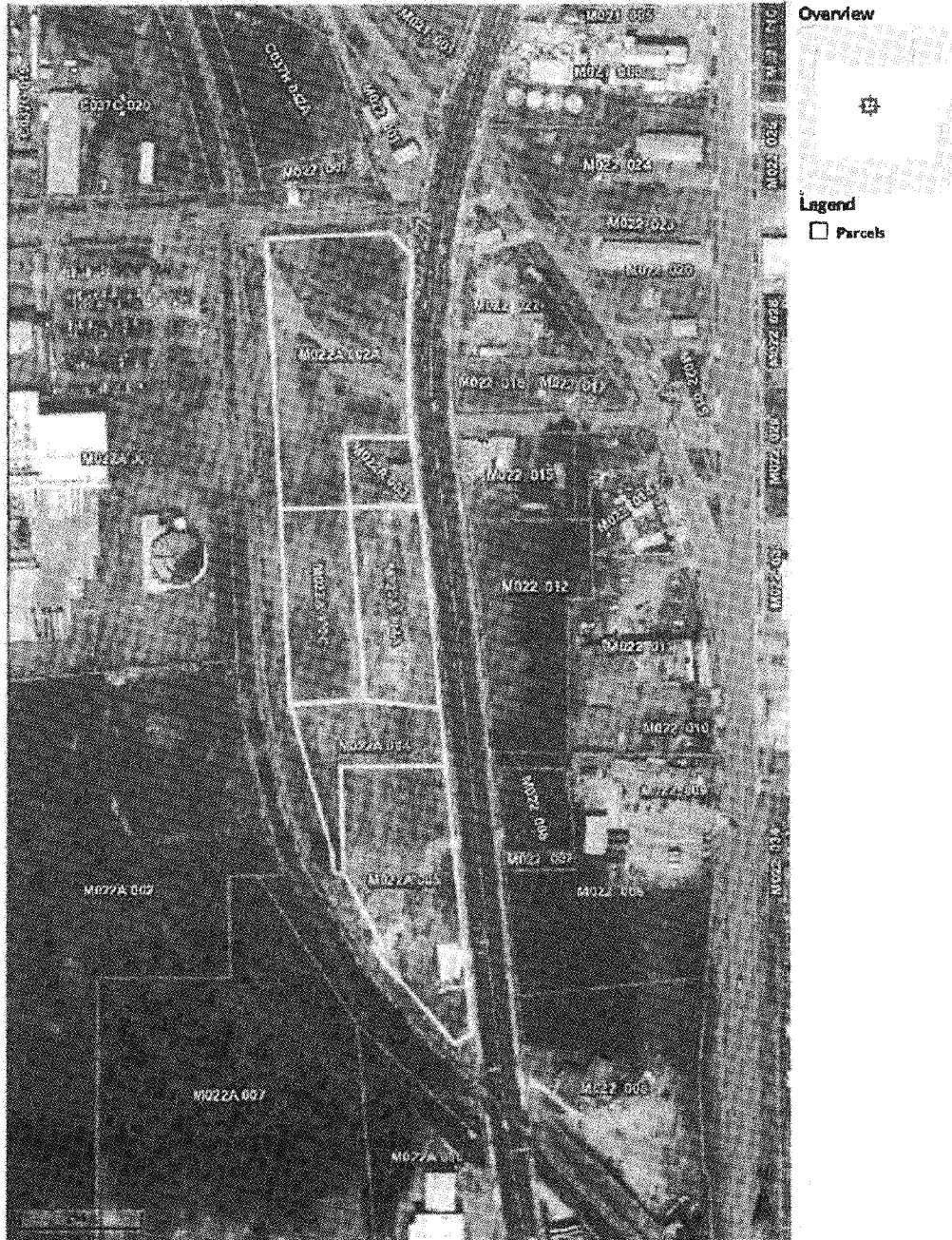
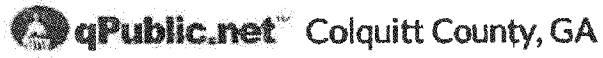


Exhibit B  
Site Map  
CPS Property - M022A 004A



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