

eFiled & eRecorded
DATE: 10/21/2020
TIME: 1:52 PM
DEED BOOK: 01426
PAGE: 00343 - 00354
RECORDING FEES: \$25.00
PARTICIPANT ID: 9897972384,1491839235
CLERK: Lynn G. Purvis
Colquitt County, GA
Cross-References: Deed Book 1160 Page 33

After Recording Return to:
The Estate of Brenda Stallcup Tumlin
c/o William G. Fallin
Fallin & McIntosh, PC
39 North Main Street
Moultrie, GA 31768

CROSS-REFERENCE:
County: Colquitt
Deed Book: 1160
Page(s): 33

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):

The Estate of Brenda Stallcup Tumlin
c/o William G. Fallin
Fallin & McIntosh, PC
39 North Main Street
Moultrie, GA 31768

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 1.1 acres of real property located at 1189 North Main Street in Moultrie, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on January 13, 2013 to the Estate of Brenda Stallcup Tumlin (the "Tumlin Estate"); such conveyance is recorded in Deed Book 1160, page 33, Colquitt County, Georgia records, less the portion transferred to Crop Production Services, Inc. through an Executor's Deed Under Power, dated August 31, 2016, filed for record September 2, 2016, and recorded in Deed Book 1276, page 413. The Property is located in Land Lot 245 of the 8th District of Colquitt County, Georgia.

The tax parcel(s) of the Property is tax parcel ID number M022A 004, 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 the Estate of Brenda Stallcup Tumlin; 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. The Estate of Brenda Stallcup Tumlin holds fee simple title to the Property.
- B. The Estate of Brenda Stallcup Tumlin 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 Estate of Brenda Stallcup Tumlin 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 Estate of Brenda Stallcup Tumlin nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which the Estate of Brenda Stallcup Tumlin is a party or by which the Estate of Brenda Stallcup Tumlin 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 Brands, 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:

The Estate of Brenda Stallcup Tumlin
c/o William G. Fallin
Fallin & McIntosh, PC
39 North Main Street
Moultrie, GA 31768

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

The Estate of Brenda Stallcup Tumlin

William G. Fallin
(Signature)

William G. Fallin

Executor

Signed in the presence of:

Karenina Penuel
Unofficial Witness (signature)

Karenina Penuel
Unofficial Witness (print name)

State of Georgia
County of Colquitt

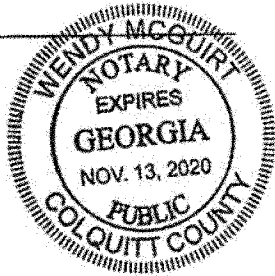
This instrument was signed or attested before
me this 2nd day of Nov, 2019, by
[Name].

Personally Known
 Produced Identification

Wendy McQuirt
Notary Public (Signature)

My Commission Expires: 11-13-2020

(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

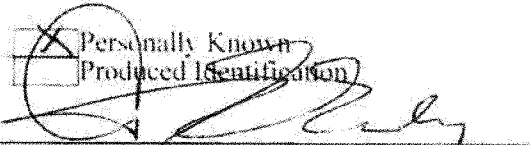
Vice President, Chief Counsel - Commercial Transactions

Unofficial Witness (signature)

Unofficial Witness (print name)

State of [Name]
County of [Name]

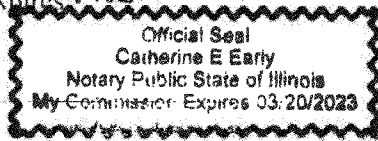
This instrument was signed or attested before me this 23 day of June, 2020 by [Name].

Personally Known
 Produced Identification


Notary Public (Signature)

My Commission Expires March 20, 2023

(NOTARY SEAL)



Grantee

Conagra Brands, Inc.

(Signature)

Trevor Foster

Vice President, Chief Counsel – Commercial
Transactions

Signed in the presence of:



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:

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 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)

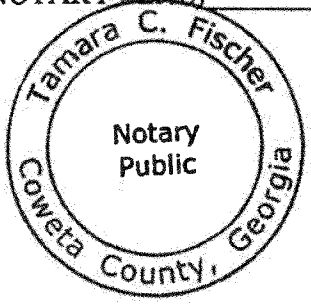


Exhibit A Legal Description

5.05 acres in Land Lot 245 in the Eighth (8th) Land District in Colquitt County, Georgia, and for a point of beginning of the land to be described, start at the original Southwest corner of said Land Lot 245 and run North 0 degrees 30 minutes West along the West original line of said Land Lot 245, 1927.50 feet to a point; run thence North 89 degrees 05 minutes East 612.00 feet to a point on the West margin of the Moultrie-Tifton Road; run thence South 7 degrees 05 minutes East along the West margin of said Moultrie-Tifton Road 49.75 feet to an iron pin and the point or place of beginning of the land herein described.

Thence from said point of beginning run South 89 degrees 05 minutes West 141.95 feet to an iron pin; thence South 5 degrees 50 minutes East 539.95 feet to a nail driven into concrete, this line runs along, and East of a spur railroad track being six (6) feet from the center line of said spur track at the nearest point; thence run South 83 degrees 40 minutes West 169.8 feet to an iron pin and the East right of way of the Georgia-Northern Railroad; thence run along the East margin of said Georgia-Northern Railroad the following calls: South 11 degrees 24 minutes East 55.35 feet; South 14 degrees 42 minutes East 100.0 feet; South 25 degrees 04 minutes East 46.75 feet to an iron pin; thence South 7 degrees 50 minutes East 50.33 feet to all iron pin; North 84 degrees 09 minutes East 15.79 feet to an iron pin; South 30 degrees 41 minutes East 71.1 feet; South 35 degrees 08 minutes East 100.0 feet to an iron pin; South 86 degrees 00 minutes West 18.8 feet to an iron pin; South 37 degrees 36 minutes East 68.5 feet; South 42 degrees 34 minutes East 100.0 feet; South 46 degrees 15 minutes East 100.0 feet to an iron pin; thence leaving said railroad right of way run North 47 degrees 31 minutes East 54.35 feet to an iron pin and the West margin of the Moultrie-Tifton Road; thence run North 7 degrees 03 minutes West 25.1 feet to an iron pin; thence continuing along the West margin of said road North 6 degrees 41 minutes West 492.5 feet to an iron pin and a point of a curve; thence running along a curve and continuing along the West margin of said road the following calls: North 6 degrees 45 minutes West 25.1 feet; North 7 degrees 03 minutes West 100.0 feet; North 7 degrees 17 minutes West 100.0 feet; North 7 degrees 40 minutes West 100.0 feet; North 8 degrees 03 minutes West 100.0 feet to an iron pin and the end of said curve; thence continuing along the West margin of said road North 8 degrees 11 minutes West 231.2 feet to an iron pin and a point of curve; thence along said curve North 7 degrees 38 minutes West 39.55 feet to an iron pin and the point of beginning of the land herein described.

The above described land bounded North by lands of Swift & Company and the East margin right of way of Georgia-Northern Railroad; South by lands of Georgia-Northern Railroad and East by Moultrie-Tifton Road, also known as North Main Street.

LESS AND EXCEPT that part of the above property previously conveyed to Arnold Thomas by Lloyd Baxter and J. B. Tumlin in June of 1973, the deed being recorded in the deed records of Colquitt County, Georgia.

ALSO, LESS AND EXCEPT that property conveyed to Major N. Adderton, Sr. by Warranty Deed dated February 11, 1993, recorded in Deed Book 475, Page 816, Colquitt County Records, being more particularly described as follows:

Commence at a point on the Street which if extended from the City would be North Main Street, as a point where the Georgia Northern Railroad right of way intersects the Westerly margin of the Street, and run thence in a Northerly direction along the Westerly margin of the Street to a point which is on line with the party wall which separates the three story level of the old Swift and Company building with the two story level; run thence in a Southwesterly direction along the party wall referred to, to a point on the Easterly margin of the spur line which lies just to the West of the portion of the referred to building which is three stories; run thence in a Southeasterly direction along the Easterly margin of the spur line to a point where the Easterly margin of the railroad right of way intersects the Westerly margin of the street which would be North Main Street if extended from the City of Moultrie. Also that small parcel of land which lies South of the metal building shown on the attached drawing as the Cooper Shop and described as being that parcel of land between Georgia Northern Railroad right of way and that area to the West of the spur line lying at the West of the Old Swift Building and bounded on the North by a line which runs East and West 10 feet South of the Cooper Shop. Excluded from this last area is that joint right of way used as a common drive by the tenants of the Swift & Company property entering from North Main Street and lying just to the West of the area referred to as the spur line.

ALSO LESS AND EXCEPT that property conveyed to Crop Production Services, Inc. by Executor's Deed Under Power dated August 31, 2016, recorded in Deed Book 1276, Page 413, Colquitt County Records, being more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 245, 8th 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
Tumlin Estate Property – M022A 004

