

After Recording Return to:  
Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program  
2 Martin Luther King, Jr. Drive, SE  
Suite 1058  
Atlanta, GA 30334

CROSS-REFERENCE:  
County: \_\_\_\_\_  
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):** Terrell County Development Authority  
P.O. Box 405  
Dawson, GA 39842

**Grantee/Holder with the power to enforce:** Terrell County Development Authority  
P.O. Box 405  
Dawson, GA 39842

**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:** N/A

### **Property Subject**

The property subject to this Environmental Covenant is two tracts totaling approximately 67.495 acres of real property located along Industrial Boulevard, Dawson, Terrell County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on 13 March 1959 to Terrell County Development Authority; such conveyance is recorded in Deed Book VV, Page 573, of the Terrell County deed records. The Property is located

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in Land Lot 253 of the 12<sup>th</sup> District, and Land Lots 12 & 13 of the 3<sup>rd</sup> District of Terrell County, Georgia.

The tax parcel of the Property is 042 037 of Terrell County, Georgia.

A legal description of the Property is attached as Exhibit A. A plat map of the Property is provided 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 Terrell County Development Authority 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 Dawson Manufacturing Co. facility/site (HSI Site 10540). Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program  
2 Martin Luther King, Jr. Drive, SE  
Suite 1058  
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 Terrell County Development Authority to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Terrell County Development Authority, 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, Terrell County Development 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, Terrell County Development 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(s).**

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

- A. Terrell County Development Authority holds fee simple title to the Property.
- B. Terrell County Development 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 Terrell County Development 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 Terrell County Development Authority nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Terrell County Development Authority is a party or by which Terrell County Development Authority may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- 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

Terrell County Development Authority

(Signature)

Signed in the presence of:

Name: EDWARD R COLLIER

Title: CHAIRMAN

Cami- Wingate  
Unofficial Witness (signature)

Caitlyn Wingate  
Unofficial Witness (print name)

State of GEORGIA

County of TERRELL

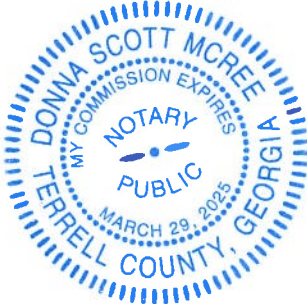
This instrument was signed or attested before  
me this 6<sup>th</sup> day of January, 2025, by  
Edward R. Collier.  
(Name)

☒ Personally Known  
☐ Produced Identification

Donna S. McKee  
Notary Public (Signature)

My Commission Expires: 03/29/2025

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



Grantee

Terrell County Development Authority

(Signature)

Signed in the presence of:

Name: EDWARD R. COLLIER

Title: CHAIRMAN

Caitlyn Wingate

Unofficial Witness (signature)

Caitlyn Wingate

Unofficial Witness (print name)

State of GEORGIA

County of TERRELL

This instrument was signed or attested before  
me this 6<sup>th</sup> day of January, 2025, by  
Edward R. Collier  
(Name)

☒ Personally Known

☐ Produced Identification

Donna S. McRee

Notary Public (Signature)

My Commission Expires: 03/29/2025

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 7th day of May, 2025:

Jeffrey W. Cown  
(Signature)

Name: Jeffrey W. Cown  
Director, Environmental Protection Division

Signed in the presence of:

Amy Mussler  
Unofficial Witness (signature)

Amy Mussler  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 7 day of May, 2025 by

(Name)

☒ Personally Known  
☐ Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 7/9/2027

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





Exhibit "A"  
Legal Description of Property

December 27, 2023  
EMC Job #23-6141  
Legal – Tract One

**SURVEYED LEGAL DESCRIPTION  
TRACT ONE**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 13 OF THE 3<sup>rd</sup> LAND DISTRICT, TERRELL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.:

COMMENCE AT A 5/8" REBAR FOUND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD (100' R/W) AND THE NORTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD (100'R/W) AND GO NORTH 53 DEGREES 02 MINUTES 20 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SEABOARD COASTLINE RAILROAD FOR A DISTANCE OF 501.48 FEET TO A 1/2" REBAR FOUND AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD NORTH 53 DEGREES 02 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 253.18 FEET TO A 1/2" REBAR FOUND; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SEABOARD COASTLINE RAILROAD GO NORTH 34 DEGREES 52 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 749.01 FEET TO A 1/2" REBAR FOUND; THENCE GO NORTH 24 DEGREES 02 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 257.69 FEET TO A 1/2" REBAR FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD; THENCE GO ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD SOUTH 52 DEGREES 48 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 175.42 FEET TO A 1/2" REBAR FOUND; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD GO SOUTH 27 DEGREES 42 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 1012.10 FEET TO 1/2" REBAR FOUND AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4.499 ACRES ~ 195,964 SQ. FT.

Exhibit "A"  
Legal Description of Property

December 27, 2023  
EMC Job #23-6141  
Legal – Tract Two

**SURVEYED LEGAL DESCRIPTION  
TRACT TWO**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 253 OF THE 12TH LAND DISTRICT AND LAND LOT 12 AND 13 OF THE 3RD LAND DISTRICT, TERRELL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.:

BEGIN AT A 5/8" REBAR SET CAPPED LSF #000051 AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD (100' R/W) AND THE NORTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD (100'R/W) AND GO ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD THE FOLLOWING CALLS, NORTH 41 DEGREES 27 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 195.39 FEET TO A 5/8" REBAR SET CAPPED LSF #000051; THENCE GO ALONG A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 695.46 FEET, AN ARC LENGTH OF 466.37 FEET, SUBTENDED BY A CHORD BEARING OF NORTH 22 DEGREES 14 MINUTES 40 SECONDS EAST HAVING A CHORD DISTANCE OF 457.68 FEET TO A 5/8" REBAR SET CAPPED LSF #000051; THENCE GO NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 212.40 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE GO ALONG A CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 645.28 FEET, AN ARC LENGTH OF 628.84 FEET, SUBTENDED BY A CHORD BEARING OF NORTH 24 DEGREES 52 MINUTES 58 SECONDS WEST HAVING A CHORD DISTANCE OF 604.25 FEET TO A 5/8" REBAR SET CAPPED LSF #000051; THENCE GO NORTH 52 DEGREES 48 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 541.17 FEET TO A 3/4" REBAR FOUND; THENCE LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL BOULEVARD GO NORTH 36 DEGREES 53 MINUTES 51 SECONDS EAST ALONG A COMMON PROPERTY LINE WITH MASSEY WHOLESALE COMPANY PROPERTY FOR A DISTANCE OF 956.65 FEET TO A POINT IN THE CENTER OF CHICKASAWHATCHEE CREEK WITNESSED BY A 5/8" REBAR SET CAPPED LSF #000051 9.05 FEET BACK ALONG SAID PROPERTY LINE; THENCE GO ALONG SAID CENTER OF CHICKASAWHATCHEE CREEK THE FOLLOWING CALLS, GO NORTH 57 DEGREES 05 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 110.96 FEET; THENCE GO SOUTH 67 DEGREES 11 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 43.05 FEET; THENCE GO SOUTH 65 DEGREES 45 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 99.66 FEET TO A POINT; THENCE GO SOUTH 74 DEGREES 36 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 44.89 FEET TO A POINT; THENCE GO SOUTH 88 DEGREES 48 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 17.02 FEET TO A POINT; THENCE GO NORTH 35 DEGREES 50 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 29.07 FEET TO A POINT; THENCE GO SOUTH 84 DEGREES 55 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 33.63 FEET TO A POINT ; THENCE GO SOUTH 71 DEGREES 54 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 373.17 FEET TO A POINT; THENCE GO SOUTH 57 DEGREES 52. MINUTES 24 SECONDS EAST FOR A DISTANCE OF 63.56 FEET TO A POINT; THENCE GO NORTH 67 DEGREES 55 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 37.46 FEET TO A POINT; THENCE GO SOUTH 70 DEGREES 55 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 34.35 FEET TO A POINT; THENCE GO SOUTH 62 DEGREES 43 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 88.31 FEET TO A POINT; THENCE GO SOUTH 62 DEGREES 10 MINUTES 55 SECONDS EAST FOR DISTANCE OF 50.58 FEET TO A POINT IN THE CENTER OF CHICKASAWHATCHEE CREEK AND THE SOUTH LINE OF LAND LOT 253, ALSO BEING THE SOUTH LINE OF THE 12TH LAND DISTRICT, TERRELL COUNTY, GEORGIA, SAID POINT BEING WITNESSED BY A 5/8" REBAR SET CAPPED LSF#000051, NORTH 88 DEGREES 34 MINUTES 30 SECONDS WEST A DISTANCE OF 26.00 FEET FROM SAID PROPERTY CORNER; THENCE GO NORTH 88 DEGREES 34 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF LAND LOT 253, ALSO BEING THE

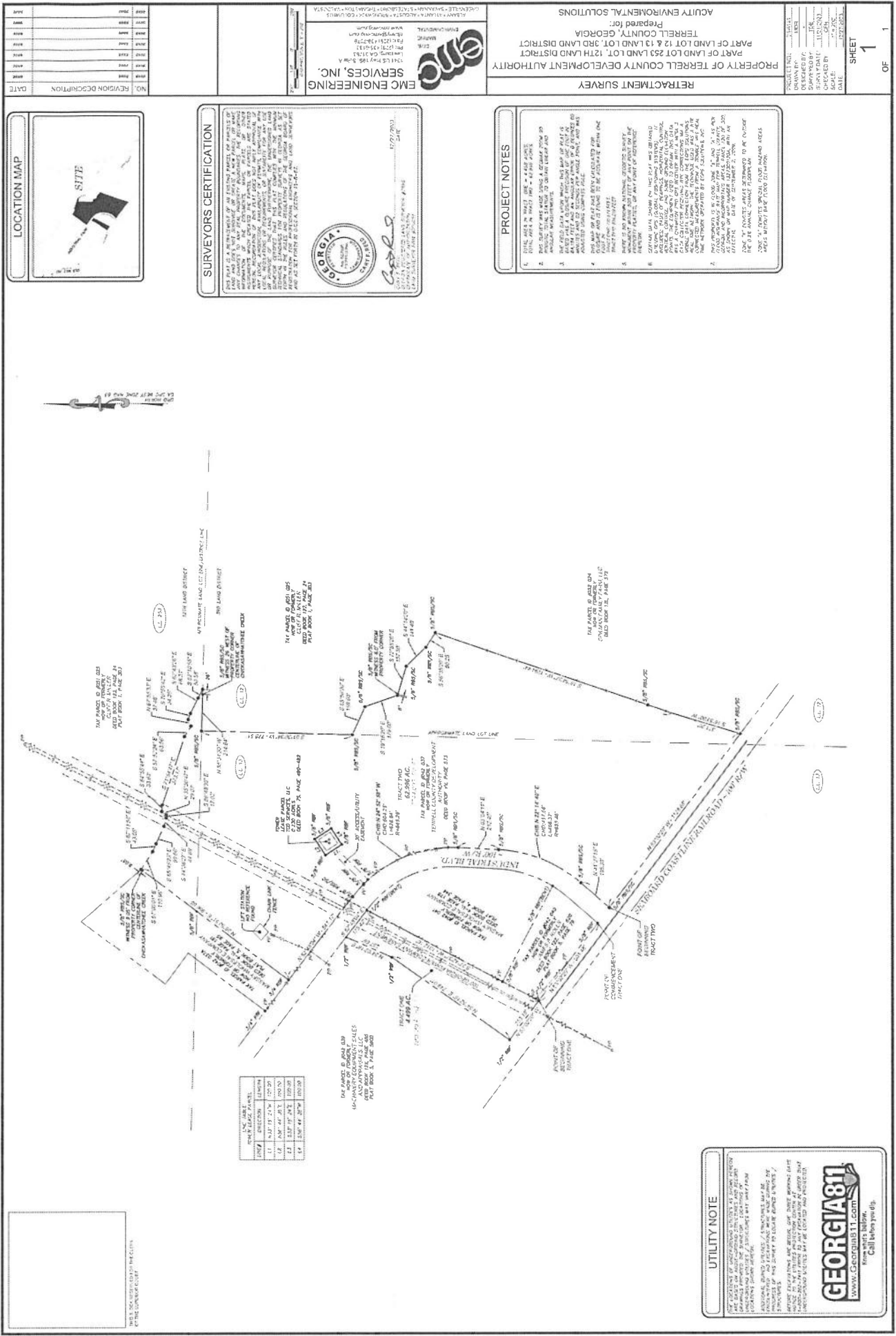
SOUTH LINE OF THE 12TH LAND DISTRICT, TERRELL COUNTY, GEORGIA FOR A DISTANCE OF 214.84 FEET TO A 5/8" REBAR SET CAPPED LSF#000051 AT THE NORTHEAST CORNER OF LAND LOT 13, IN THE 3RD LAND DISTRICT TERRELL COUNTY, GEORGIA; THENCE LEAVING THE SOUTH LINE OF LAND LOT 253, GO SOUTH 01 DEGREES 36 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF LAND LOT 13 FOR A DISTANCE OF 775.51 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE LEAVING THE EAST LINE OF LAND LOT 13 GO SOUTH 65 DEGREES 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 159.60 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE GO SOUTH 19 DEGREES 16 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 179.00 FEET TO A POINT WITNESSED BY A 5/8" REBAR SET CAPPED LSF#000051, SOUTH 72 DEGREES 55 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 6.00 FEET FROM SAID PROPERTY CORNER; THENCE GO SOUTH 72 DEGREES 55 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 157.50 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE GO SOUTH 44 DEGREES 14 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 141.40 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE GO SOUTH 56 DEGREES 35 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 90.25 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE GO SOUTH 18 DEGREES 54 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 1294.44 FEET TO A 5/8" REBAR SET CAPPED LSF#000051; THENCE GO SOUTH 16 DEGREES 53 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 371.20 FEET TO A 5/8" REBAR SET CAPPED LSF#000051 ON THE NORTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE GO NORTH 53 DEGREES 02 MINUTES 20 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD FOR A DISTANCE OF 1128.88 FEET TO 5/8" REBAR SET CAPPED LSF#000051 AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 62.996 ACRES ~ 2,744,093 SQ.FT.

THE ABOVE-DESCRIBED PROPERTY INCLUDES A 0.23 ACRES TOWER LEASE PARCEL TO TCD SERVICES, LLC, RECORDED IN DEED BOOK 7S, PAGES 490-492.

# Exhibit "B"

## Plat Book Map



NO.	REVISION DESCRIPTION	DATE
0001		0000
0002		0000
0003		0000
0004		0000
0005		0000
0006		0000
0007		0000
0008		0000
0009		0000
0010		0000

PROPERTY OF TERRELL COUNTY DEVELOPMENT AUTHORITY  
 PART OF LAND LOT 12 & 13 LAND DISTRICT  
 TERRELL COUNTY, GEORGIA  
 Prepared for:  
 ACUTY ENVIRONMENTAL SOLUTIONS

EMC ENGINEERING  
 1000 N. W. 10th Ave., Suite 100  
 Fort Lauderdale, FL 33304  
 Phone: (954) 571-1111  
 Fax: (954) 571-1112  
 Email: info@emc-engineering.com  
 Website: www.emc-engineering.com

SHEET 1 OF 1