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Janice Morris
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Fee Amt: \$25.00 Page 1 of 10
Rockdale, Ga. Clerk Superior Court
Janice Morris Clerk of Superior and

BK 7866 PG 331-340

After Recording Return to:
Farmer Road Property LLC
1373 NW Farmer Road
Conyers, GA 30012

Cross reference:
Warranty Deed recorded at
Deed Book 4292, Page 138-143,
Rockdale County, GA records
APN Tax Parcel #0220010017

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 may 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):

Farmer Road Property LLC
1373 NW Farmer Road
Conyers, GA 30012

With additional notice to:

Farmer Road Property LLC
1487 Farmer Road
Conyers, GA 30012
Attn: Jennifer Pittman Cantrell, Registered Agent

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

C&D Technologies, Inc.
200 Precision Drive
Horsham, PA 19044

**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

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 29.64 acres of real property located at 1373 NW Farmer Road, Conyers, Rockdale County, Georgia 30012, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 6, 2007 to Farmer Road Property LLC; such conveyance is recorded in Deed Book 4292, Pages 138-143, of the Rockdale County deed records. The Property is located in Land Lots 236 and 245 of the 16th District of Rockdale County, Georgia.

The tax parcel(s) of the Property is #0220010017 of Rockdale 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 Farmer Road Property, LLC, C&D Technologies, Inc., 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 C&D Technologies, Inc. facility/site HSI Site #10734. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King (MLK) Jr. Drive, SE, Suite 1054 East Tower
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 C&D Technologies, Inc. to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, C&D Technologies, 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, Farmer Road Property, LLC 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, Farmer Road Property, LLC 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. Farmer Road Property, LLC holds fee simple title to the Property.

- B. Farmer Road Property, LLC 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 Farmer Road Property, LLC 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 Farmer Road Property, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Farmer Road Property, LLC is a party or by which Farmer Road Property, LLC 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.

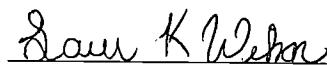
Effective Date

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).

Signed, sealed and delivered in the presence of:



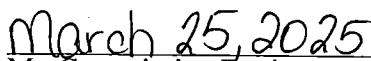
Unofficial Witness



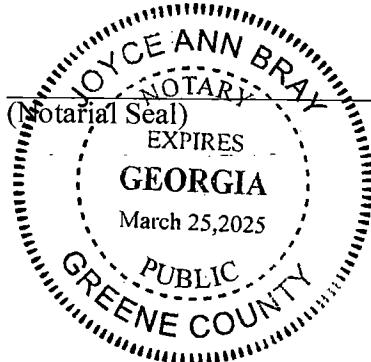
Unofficial Witness



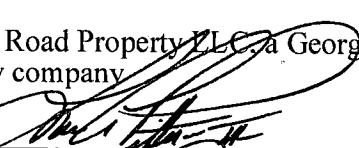
Notary Public

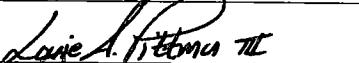


My Commission Expires:



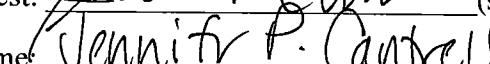
Farmer Road Property LLC, a Georgia limited liability company

By:  (seal)

Name: 

Title: Farmer

Attest:  (seal)

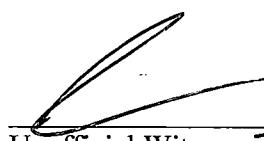
Name: 

Title: Partner

Signed, sealed and delivered in the presence of:

Maria Willer

Unofficial Witness

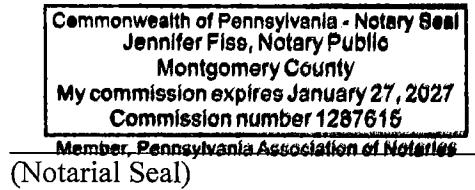


Unofficial Witness Jon Anderson



Notary Public

My Commission Expires: January 27, 2027



(Notarial Seal)

C&D Technologies, Inc., a Delaware corporation

By: Frederick Ganster (seal)

Name: Frederick Ganster

Title: Global Vice President of Environmental

Health, Safety and Sustainability

Attest: _____ (seal)

Name: _____

Title: _____

Signed, sealed and delivered in the presence of:

Amy mussler
Unofficial Witness Amy mussler

Katie Hegarty
Unofficial Witness Katie Hegarty

State of Georgia Department of Natural Resources
Environmental Protection Division

By: Jeffrey W. Cow (seal)
Name: Jeff Cow

Title: Director, Environmental Protection Division

Notary Public

My Commission Expires: 7/9/2027

(Notarial Seal)

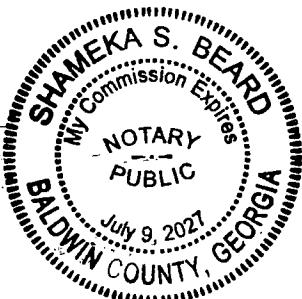


Exhibit A
Legal Description of Property

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING in Land Lots 236 and 245 of the 16th District of Rockdale County, Georgia, and being more particularly described as follows:

TO LOCATE THE POINT OF BEGINNING, BEGIN at the intersection of the center line of Industrial Boulevard with the Georgia Central Railroad right-of-way; thence run north, along the east right-of-way line of Farmer Road (said road having a 30-foot wide right-of-way) 612 feet north, as measured along the east right-of-way line of Farmer Road, to an iron pin found, which iron pin marks the northwest corner of the property now or formerly owned by Earl Garner and Marjorie Anderson Garner, and which iron pin is also the POINT OF BEGINNING; thence running north 02 degrees 00 minutes 00 seconds west, along the east right-of-way line of Farmer Road, 237.41 feet to a point; thence running north 11 degrees 17 minutes 04 seconds east, along the easterly right-of-way line of Farmer Road, 74.77 feet to a point; thence running north 41 degrees 02 minutes 48 seconds east, along the southeast right-of-way line of a Public Road (said road having a 30-foot wide right-of-way), 74.77 feet to a point; thence running north 54 degrees 19 minutes 45 seconds east, along the southeast right-of-way line of said Public Road, 263.60 feet to a point; thence running north 43 degrees 11 minutes 55 seconds east, along the southeast right-of-way line of said Public Road, 444.69 feet to a point; thence running north 39 degrees 17 minutes 00 seconds east, along the southeast right-of-way line of said Public Road, 450.05 feet to a point at a fence corner; thence running south 72 degrees 52 minutes 18 seconds east, 229.97 feet to a stone found; thence running south 86 degrees 00 minutes 06 seconds east, 420 feet to a point; thence running north 00 degrees 51 minutes 36 seconds west, 213 feet to a stone found; thence running north 85 degrees 33 minutes 21 seconds east, 119.12 feet to a stone found; thence running north 85 degrees 46 minutes 29 seconds east, 644.97 feet to a stone found; thence running south 01 degrees 02 minutes 59 seconds east, 1,670.48 feet to an iron pipe found; thence running north 87 degrees 45 minutes 42 seconds west, 1,148.92 feet to an iron pin found; thence running north 12 degrees 38 minutes 32 seconds east, along the property now or formerly owned by Rockdale Industries, Inc., 69.80 feet to a point; thence running north 85 degrees 09 minutes 47 seconds west, along the property now or formerly owned by Rockdale Industries, Inc., 419.12 feet to an iron pin found; thence running south 08 degrees 26 minutes 00 seconds west, along the property now or formerly owned by Rockdale Industries, Inc., 88.17 feet to a point; thence running north 87 degrees 45 minutes 42 seconds west, along

the north line of the property now or formerly owned by Rockdale Industries, Inc., 512.37 feet to an iron pin found; thence running north 02 degrees 01 minutes 29 seconds east, along the east line of the property now or formerly owned by Earl Garner and Marjorie Anderson Garner, 213.42 feet to an iron pin found at the northeast corner of the Garner property; thence running north 87 degrees 15 minutes 00 seconds west, along the north line of the Garner property, 204.60 feet to an iron pin found on the east right-of-way line of Farmer Road, which point marks the point of beginning; being the same property as shown on a survey for E. E. Elson, dated October 29, 1968, revised January 31, 1969, prepared by Patterson & Dewar Engineers, Inc., said property containing 66.147 acres.

Being a portion of the same property conveyed to Grant or herein under deeds dated September 9, 1937, recorded in Deed Book V. Page 421, and dated September 20, 1937, recorded in Deed Book V, Page 422, Rockdale County Records.

Less and except all those tracts or parcels of land conveyed to Latex Construction Company on August 29, 1989 in the Warranty Deed recorded in Deed Book 501, Page 293, Rockdale County, Georgia records conveying 22.370 acres and on December 10th, 1991 in Warranty Deed recorded in Deed Book 693, Page 106, Rockdale County, Georgia records conveying 14.41 acres.

Exhibit B
Map of Property

Tax Parcel 0220010017

