

FILED IN OFFICE
CLERK SUPERIOR CT
ROCKDALE CO., GA.

2022 AUG 30 AM 11:04

Janice Morris
CLERK

AMELIA HUSKINS
DUANE MORRIS LLP
1075 PEACHTREE STREET NE
SUITE 1700
ATLANTA, GA 30309
UNITED STATES US

After Recording Return to:
Robert Pattillo Properties Inc.
101 Marietta St., Suite 2220
Atlanta, GA 30303

NOTE TO CLERK: Cross reference:
Warranty Deeds recorded at
Deed Book 53, Page 402,
Deed Book 154, Page 990,
Deed Book 1565, Page 175,
Deed Book 31, Page 426,
Deed Book 31, Page 419,
Deed Book N, Page 468,
Deed Book S, Page 339
Rockdale County, GA records
APN Tax Parcel #0220010022

D: DEED B: 7435 P: 185 COVE
08/30/2022 01:06:59 PM Total Pages: 9
Recording Fee: \$ 25.00
Intangible Tax: \$0.00
Janice Morris, Clerk of Court, Rockdale County



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): Robert Pattillo Properties, Inc. f/k/a Rockdale Industries, Inc.
101 Marietta St., Suite 2220
Atlanta, GA 30303

**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 1.49 acres (per tax assessor's records) of real property under Tax Parcel 0220010022 located at NW Rockdale Industrial Blvd., Conyers, Rockdale County, GA 30012 (hereinafter "Property"). The Property was conveyed by J.V. Malcolm, Sr., individually and as Executor of the estate of Mrs. James V. (Robert Love) Malcolm, Sr., dated September 24, 1964, recorded in Deed Book 53, Page 402 of the Rockdale County, Georgia deed records, by prior deeds recorded at Deed Book N, Page 468, Deed Book S, Page 339, Deed Book 31, Page 419, Deed Book 31, Page 426, and by deed from Water Tower Corporation, dated December 15, 1975, and recorded in Deed Book 154, Page 990; as affected by that Certificate of Fact effective January 1, 1996 and recorded in Deed Book 1565, Page 175, and further evidenced by selloffs recorded at Deed Book 1210, Page 18, Deed Book 210, Page 626, Deed Book 1020, Page 281, Deed Book 57, Page 21, all aforesaid records, and less and except any other recorded selloffs of the Property from Robert Pattillo Properties, Inc. formerly known as Rockdale Industries, Inc.

The tax parcel of the Property is #0220010022 (1.49 acres listed on tax assessor's records) of Rockdale County, Georgia.

A legal description of the Property is attached as Exhibit A and incorporated herein by this reference.

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 Robert Pattillo Properties, Inc., a Georgia corporation (f/k/a Rockdale Industries, Inc.), 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 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.

All notice hereunder shall be made in writing and sent by certified mail, return receipt requested, overnight mail by recognized national carrier or by hand delivery to the address above.

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, Robert Pattillo Properties, 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, Robert Pattillo Properties, 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).

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

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

- D. Robert Pattillo Properties, 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. 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:

Robert Pattillo Properties, Inc., a Georgia corporation

Wendy W. Kraly
Unofficial Witness

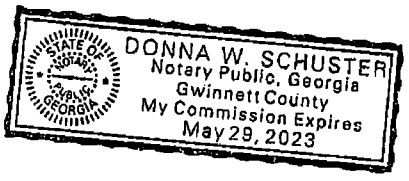
By: Clay W. Kase (seal)

Donna W. Schuster
Unofficial Witness

Name: Clay W. Kase
Title: Secretary

Notary Public
My Commission Expires:
5-29-2023
(Notarial Seal)

Attest: _____ (seal)
Name: _____
Title: _____
(corporate seal)



Signed, sealed and delivered in the presence of:

C&D Technologies, Inc., a Delaware corporation

[Signature]
Unofficial Witness

By: Mara Williams (seal)

Name: Mara Williams

Title: Chief Legal Officer

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:
January 27, 2023
(Notarial Seal)

Attest: _____ (seal)

Name: _____

Title: _____

(corporate seal)

Commonwealth of Pennsylvania - Notary Seal
Jennifer Fiss, Notary Public
Montgomery County
My commission expires January 27, 2023
Commission number 1287615
Member, Pennsylvania Association of Notaries

Signed, sealed and delivered in the
presence of:

LaDeeth Inell
Unofficial Witness

State of Georgia Department of Natural Resources
Environmental Protection Division

By: *R. Med* (seal)
Name: *RICHARD E DUNN*
Title: *DIRECTOR*

LaQuetta Ferrell
Unofficial Witness
Jessica Latrail Speer
Notary Public

My Commission Expires:
6-1-2026
(Notarial Seal)

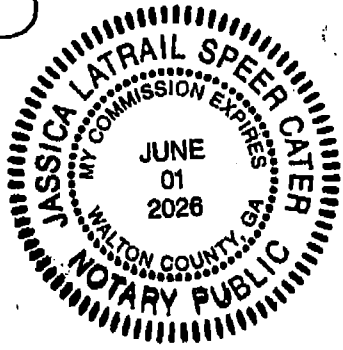


Exhibit A
Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 245 of the 16th District of Rockdale County, GA, being more fully and particularly shown on a plat prepared by Clifford A. Smith, Georgia R.L.S. 1500, dated June 19, 1972, which plat is incorporated by this reference, and which plat is attached to that certain warranty deed described in the next sentence. The above-described property contains approximately 1.18 acres (per prior deed chain, tax assessor's records reflect 1.49 acres) and is that portion of the property shown in the shaded area on the plat attached to the Warranty Deed from Water Tower Corporation to Rockdale Industries, Inc., dated December 15, 1975, filed December 17, 1975, and recorded in Deed Book 154, Page 990, Rockdale County records.

LESS AND EXCEPT property described in Right of Way Deed in favor of Rockdale County, dated October 3, 1995, recorded in Deed Book 1219, Page 18, Rockdale County records.

LESS AND EXCEPT property conveyed by Limited Warranty Deed dated June 30, 1994, and recorded in Deed Book 1020, Page 281, Rockdale County records.

LESS AND EXCEPT property conveyed by Quitclaim Deed dated December 19, 1977 and recorded in Deed Book 210, Page 626, Rockdale County records.

LESS AND EXCEPT property conveyed by instrument recorded on June 15, 1965 in Deed Book 57, Page 21, Rockdale County records.

LESS AND EXCEPT any other property sold off from the subject Property by Robert Pattillo Properties, Inc., formerly known as Rockdale Industries, Inc. as evidenced by instrument(s) recorded from time to time in the aforesaid records.

For informational purposes, the street address of the subject property as described above for Tax Parcel #0220010022 (containing approximately 1.49 acres per the tax assessor's records of Rockdale County, Georgia) is Rockdale Industrial Blvd., Conyers, Rockdale County, GA 30012, having a current Tax APN #0220010022, according to the present system of numbering in Rockdale County, GA.