


After Recording Return to:
Macon Water Authority
Mr. Ronald Shipman
Executive Director
790 2nd Street
P.O. Box 108
Macon, Georgia 31202

CROSS-REFERENCE:
County: Bibb
Deed Book: 10465
Page(s): 321


Doc ID: 021636190009 Type: GLR
Recorded: 01/17/2024 at 04:59:00 PM
Fee Amt: \$25.00 Page 1 of 9
Bibb County Superior Court
Erica Woodford Clerk
BK **11775** PG **1-9**

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 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 EPD and Macon Water Authority as set forth herein.

Fee Simple Owner(s)/Grantor(s): Macon Water Authority
Mr. Ronald Shipman
790 2nd Street
Macon, Georgia 31202-0108

Grantee/Holder with the power to enforce: Macon Water Authority
Mr. Ronald Shipman
790 2nd Street
Macon, Georgia 31202-0108

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, Georgia 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 7.78 acres of real property located at 2486 Mailey Ave, Macon, Bibb County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on November 22, 2019 to Macon Water Authority; such conveyance is recorded in Deed Book 10465, Page 321, of the Bibb County deed records. The Property is located in Land Lot 20 of the MRW District of Bibb County, Georgia.

The tax parcel of the Property is P073-0016 of Bibb 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 Macon Water 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 corrective action performed and/or being performed at the Atlantic Cotton Mill facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Department of Natural Resources
Land Protection Branch
Response and Remediation Program

2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, Georgia 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI # 10737 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. Real Property: The Property shall be used only as non-residential property, as defined in Section 391-3-19-.02(2)(r) of the Hazardous Site Response Act Rules, as of the date of this covenant. Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), 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 Macon Water Authority. 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 Macon Water Authority 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, Macon Water 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, the Macon Water 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, the Macon Water 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). The Macon Water Authority represents and warrants that all of the following are true and correct:

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

Macon Water Authority
Mr. Ronald Shipman
P.O. Box 108
Macon, Georgia 31202-0108

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

Macon Water Authority, Mr. Ronald Shipman

Ronald Shipman
(Signature)

Ronald Shipman
[Name of Authorized Representative]
Executive Director, President
[Title of Authorized Representative]

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

[Print Name]
Unofficial Witness (print name)

State of Georgia
County of Bibb

This instrument was signed or attested before me this 15 day of August, 2023 by

- Personally Known
- Produced Identification

Michel S Wanna
Notary Public (Signature)

Michel S Wanna
My Commission Expires:
NOTARY PUBLIC
Bibb County, GEORGIA
(NOTARY SEAL)
My Commission Expires 12/19/2023

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 25th day of October, 2023 :

Jeffrey W. Cown
(Signature)

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 25 day of October, 2023 by

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: July 9, 2027

(NOTARY SEAL) _____



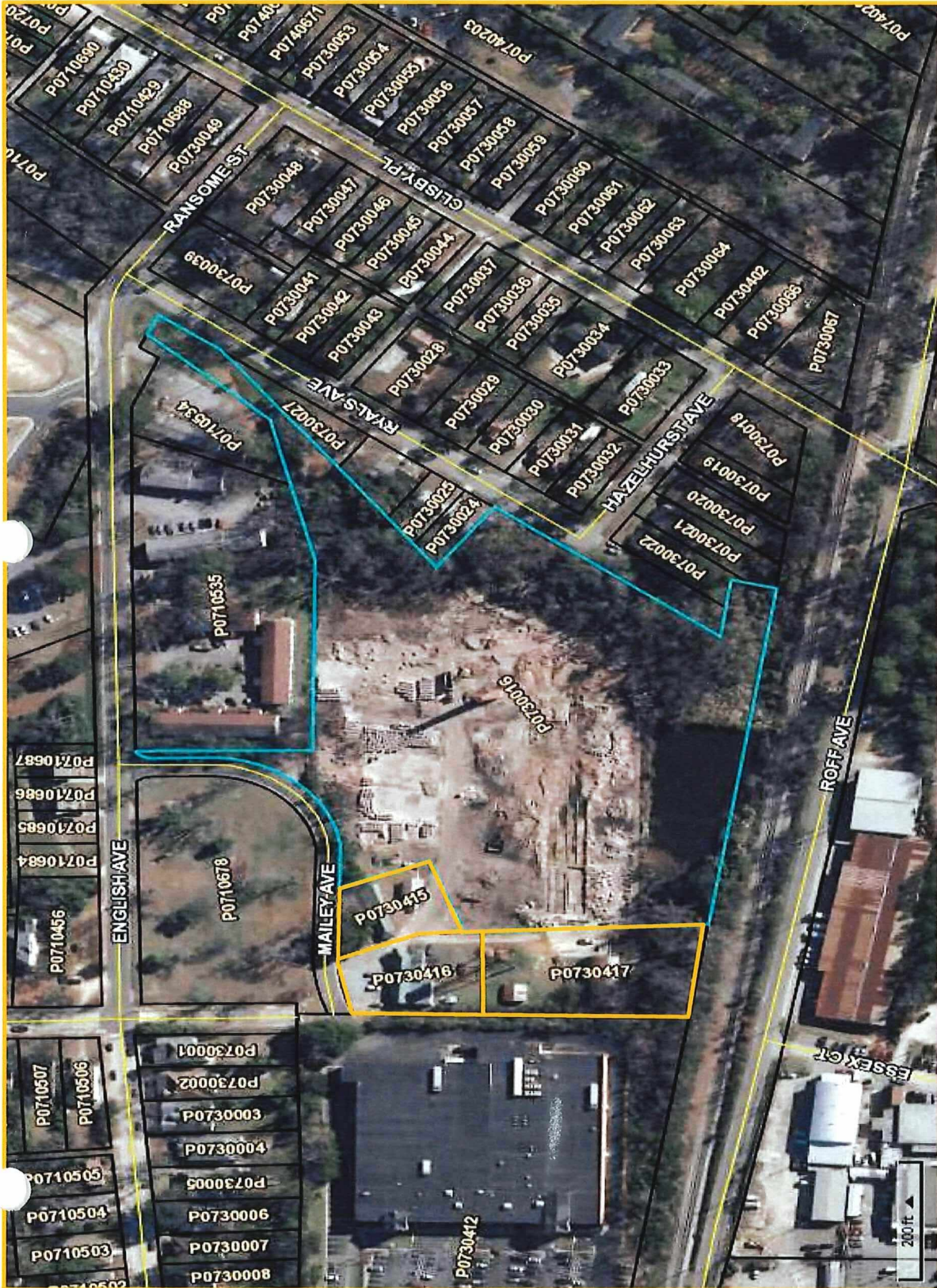
BOOK 1741 PAGE 330

EXHIBIT 'A'

All that tract or parcel of land located in the Vineville District, City of Macon, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a concrete monument found at the intersection of the eastern right of way of Pio Nono Avenue and the northern right-of-way of the Central of Georgia Railroad; thence running north 1 degree 45 minutes west for a distance of approximately 340 feet along the eastern right-of-way of Pio Nono Avenue to a concrete monument; running thence easterly for a distance of approximately 935 feet to the TRUE POINT OF BEGINNING; thence running east for approximately 135 feet to an iron pin marking the eastern right-of-way of Oak Haven Street; running thence north 2 degrees 7 minutes west along the eastern right of way line of Oak Haven Avenue for a distance of approximately 210 feet to a point; running thence easterly for a distance of approximately 412 feet along the southern right-of-way line of English Avenue to a point; running thence south 0 degrees 01 minutes west for a distance of approximately 213 feet to an iron pin; running thence north 89 degrees 26 minutes east for a distance of approximately 257 feet to an iron pin; running thence north 01 degrees 57 minutes east for approximately 235 feet to an iron pin; running thence north 31 degrees 51 minutes east for approximately 76 feet to an iron pin; running thence north 49 degrees 43 minutes east for approximately 332 feet to an iron pin; running thence south 50 degrees 33 minutes east for a distance of approximately 24 feet to an iron pin; running thence south 35 degrees 32 minutes west for a distance of approximately 211 feet along the western right-of-way of Ryals Street to an iron pin; running then south 51 degrees west 24 minutes for approximately 241 feet to an iron pin; running thence south 51 degrees 45 minutes west for a distance of approximately 208 feet to an iron pin; running thence south 53 degrees 30 minutes east for a distance of approximately 124 feet to an iron pin at the western right-of-way of Ryals Street; running thence south 35 degrees 33 minutes west for a distance of approximately 357 feet along the western right-of-way of Ryals Street to an iron pin; running thence south 82 degrees 16 minutes east for a distance of approximately 94 feet to an iron pin; running thence south 12 degrees 53 minutes west for a distance of approximately 69 feet to an iron pin located on the northern right of way line of the Central of Georgia Railroad; running thence along the northern right-of-way line of the Central of Georgia railroad for a distance of approximately 740 feet to a point; running thence northerly for a distance of approximately 450 feet to the POINT OF BEGINNING.

GEORGIA - Lobb County, Clerk's Office Superior Court
Filed for record DEC 30 1966
Recorded DEC 27 1966
D. F. Clerk



Figure

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BIBB COUNTY TAX MAP

Atlantic Cotton Mills
 2480 Mailey Avenue
 Macon, Bibb County, Georgia
 Terracon Project No. HN095334



514 Hillcrest Industrial Blvd.
 Macon, GA

Project No:	HN095334
Scale:	NTS
File Name:	095334TX
Date:	2022-09-21

Project Manager:	GS
Drawn by:	GS
Checked by:	MM
Approved by:	TD

Compliance with Type 1 or Type 2 Residential Risk Reduction Standards for soil and groundwater

Compliance with Type 1 or Type 2 Residential Risk Reduction Standards for groundwater and Type 3 or Type 4 Non-Residential RRS for soil

