

**BROOKS PENNINGTON III, ATTORNEY AT LAW
PENNINGTON INVESTMENTS I, L.P.**

**P O BOX 231
MADISON, GA 30650
PHONE 706-342-2446
FAX 706-342-2468**

March 15, 2021

Received
Land Protection Branch

MAR 22 2021

Hazardous Waste

Mr. Kevin Collins
Georgia Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr Drive
Suite 1054
Atlanta, GA 30334

RE: Executed Uniform Environmental Covenants
Pennington Seed, Inc. Warehouse (formerly)
HSI Site No 10775

Dear Sirs,

Attached please find the recorded Environmental Covenants (originals to EPD with copies to each of the recipients copied on letter and attachments as indicated below) relating to the Pennington Seed, Inc. warehouse (formerly) Site No 10775.

All three (3) of the Environmental Covenants from Pennington Investments I, LP; Nissan of Vidalia, Inc.; and Pruitt Properties, Inc. have been duly recorded in the Superior Court of Toombs County, Georgia. The above-referenced copies are "file-stamped" per O.C.G.A. requirements.

Please accept this correspondence as certification that a file-stamped copy has been sent to each of the parties identified in O.C.G.A. 44-16-7. These parties include all signatories to the respective Environmental Covenants, the EPD, the local City and County governing authorities, adjacent property owners, and our environmental consultant.

Sincerely,

PENNINGTON INVESTMENTS I, LP



Brooks Pennington III
Attorney At Law
Managing Partner CEO – Pennington Investments I LP

Enclosures: Environmental Covenant – Pennington Investments I, LP
Environmental Covenant – Nissan of Vidalia, Inc.
Environmental Covenant – Pruitt Properties, Inc.

cc: Nissan of Vidalia, Inc.
c/o Edward W Folsom, President
1609 East First Street
Vidalia, GA 30474

Pruitt Properties, Inc.
c/o Mr. Neil L. Pruitt Jr., CEO
1626 Jeurgens Court
Norcross, GA 30093

Brooks Pennington III
Pennington Investments I, LP
P O Box 231
Madison, GA 30650

City of Vidalia
P O Box 280
Vidalia, GA 30475

Toombs County Commission
100 Courthouse Square
Lyons, GA 30436

Dobbs Environmental
c/o Mr. Denny Dobbs
P O Box 3020
Covington, GA 30015

Sworn to and certified by Brooks Pennington III who is personally known to me this 15th day of March, 2021 in the presence of Stacey Cook, Notary Public.

Stacey Cook
Stacey Cook

(SEAL)

*Stacey Cook
Notary Public
Jasper County, Georgia
My Comm. Expires 04/03/2021*

After Recording Return to:

Brooks Pennington III, Attorney
P O Box 231
Madison GA 30650

CROSS-REFERENCE: Deed Book:

Deed Page: 556 730-731
MISC
Recorded 03/01/2021 03:13PM

NANCY FITZMAN
Clerk Superior Court, TOOMBS County, Ga.
Et. 01338 Ps 0201-0222

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act (hereinafter "Act"), O.C.G.A. § 44-16-1, et seq. This Environmental Covenant is entered into by Pennington Investments I, LP and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") and subject the property (hereinafter "the Property") identified below to the activity and/or use limitations and other requirements and grants such other rights in favor of EPD and Pennington Investments I, LP as set forth herein.

Fee Simple Owner/Grantor:

Pennington Investments I, LP
P. O. Box 231
169 South Main Street
Madison, GA 30650

Grantee/Holder with the power to enforce:

Pennington Investments I, LP
P. O. Box 231
169 South Main Street
Madison, GA 30650

Grantee/Entity with express power to enforce:

State of Georgia
Department of Natural Resources
Environmental Protection Division (hereinafter "EPD")
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 2.80 acres of real property located at 1612 U.S. Highway 280, Vidalia, Toombs County, Georgia which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed from The Estate of Brooks Pennington Jr. to Pennington Investments I, LP recorded in Deed Book 556, Page 730-731, Toombs County Records. The Property is located in the 51st G.M. District of Toombs County, Georgia and consists of 2.8 acres.

The tax parcel of the Property is tax parcel ID C 27C 006 of Toombs County, Georgia.

574

A legal description of the Property is attached as Exhibit A and a map of the property attached as Exhibit B. The Restricted Use Zone ("RUZ") described herein is an approximately 0.10 acres lying entirely within the Property. A survey performed by a licensed surveyor, prepared in accordance with the standards specified by the American Land Title Association, showing the Property and the RUZ is attached as Exhibit B1.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to O.C.G.A. §§ 44-16-5(a) and 44-16-9(a), 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 in the Act. This Environmental Covenant shall be binding upon Pennington Investments I, LP 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 Pennington Investments I, LP site, Hazardous Site Inventory No. 10775. Records pertaining to this corrective action are available at the following locations:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Pennington Investments I, LP
Attn: Brooks Pennington III, Attorney
P.O. Box 231
169 South Main Street
Madison, GA 30650

The property has been listed on the state's hazardous site inventory at HIS # 10775 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.

This Environmental Covenant is required because a release of dieldrin to groundwater occurred on the Property. Dieldrin is a "regulated substance" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consisted of soil removal, and establishment of institutional controls.

Activity and Use Limitations.

The Property is subject to the following activity and/or use limitations and other requirements arising under the corrective action:

Real Property

The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited.

Groundwater

The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.

Other**Land Disturbance**

Soils encountered during any land disturbing activities that are conducted in association with the repair, removal, or replacement of the storm sewer located within the RUZ, must be tested and disposed of in accordance with the (date) Monitoring and Maintenance Plan, or amendments thereof, included as Exhibit C. Activities associated with any land disturbance in the RUZ should be conducted in accordance with procedures that are protective of onsite personnel.

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 Pennington Investments I, LP. 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.

- D. Annually, by no later than July 30 following the effective date of this Environmental Covenant, the owner of the property shall submit to EPD an annual report stating that the activity and use limitations in the Environmental covenant are being abided by, in the format attached hereto as Exhibit C.

Notice of Limitations and Requirements in Future Conveyances

Each instrument hereafter conveying any interest in the Property (or any portion thereof) shall include a statement that the Property is subject to this Environmental Covenant, a copy of the Environmental Covenant and the location in the Deed Records where this Environmental Covenant is recorded.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to O.C.G.A. § 44-16-6, 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/or Pennington Investments I, LP shall have the right to enter the Property at reasonable times in connection with implementation, compliance and/or enforcement of this Environmental Covenant. This Environmental Covenant shall be enforceable by EPD, Pennington Investments I, LP 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, Pennington Investments I, LP 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. Within thirty (30) days after recording of the Environmental Covenant, Pennington Investments I, LP shall send a stamped copy of the recorded Environmental Covenant to EPD and to each of the following: (1) Pennington Investments I, LP., (2) each person holding a

recorded interest in the Property; (3) each person in possession of the Property; (4) each municipality, county, consolidated government, or other unit of local government in which the Property is located; and (5) each owner in fee simple whose property abuts the Property.

Representations and Warranties by Grantor. Pennington Investments I, LP represents and warrants that all of the following are true and correct:

- A. Pennington Investments I, holds fee simple title to the Property.
- B. Pennington Investments I, LP 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 Pennington Investments I, LP 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 Pennington Investments I, LP nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Pennington Investments I, LP is a party or by which Pennington Investments I, LP may be bound.
- D. Pennington Investments I, LP 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, Pennington Investments I, LP 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
 Land Protection Branch
 Response and Remediation Program
 2 Martin Luther King Jr. Drive SE
 Suite 1054 East Tower
 Atlanta, GA 30334

With a copy to:

Pennington Investments I, LP
P. O. Box 31
169 South Main Street
Madison, GA 30650

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 competence 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/Fee Simple Owner

Pennington Investments I, LP

By: 
Brooks Pennington III
For Managing General Partner

Signed in the presence of:


Unofficial Witness (Signature)

KYLE ATKINSON
Unofficial Witness (Print Name)

State of Georgia

County of Jasper

This instrument was acknowledged before me this 5th day of September, 2019, by Brooks Pennington III.

Personally known
 Produced identification


Notary Public (Signature)

My Commission Expires:

(Notary Seal)

*Stacey Cook
Notary Public
Jasper County, Georgia
My Comm. Expires 04/03/2021*

Grantee/Holder With the Power to Enforce

Pennington Investments I, LP

By: [Signature]
Brooks Pennington III
For Managing General Partner

Signed in the presence of:

[Signature]
Unofficial Witness (Signature)

KYLE ATKINSON
Unofficial Witness (Print Name)

State of Georgia

County of Jasper

This instrument was acknowledged before me this 5th day of September, 2019, by Brooks Pennington III.

Personally known
 Produced identification

[Signature]
Notary Public (Signature)

My Commission Expires:

(Notary Seal)

Stacey Cook
Notary Public
Jasper County, Georgia
My Comm. Expires 04/03/2021

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 6 day of February, 2021 :

[Signature]
(Signature)

[Name]
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Traci Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 6 day of February, 2021, by
[Name].

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

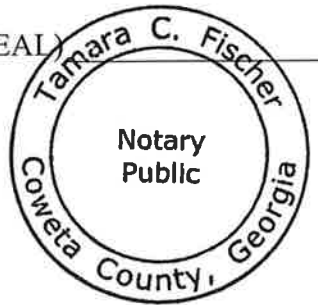
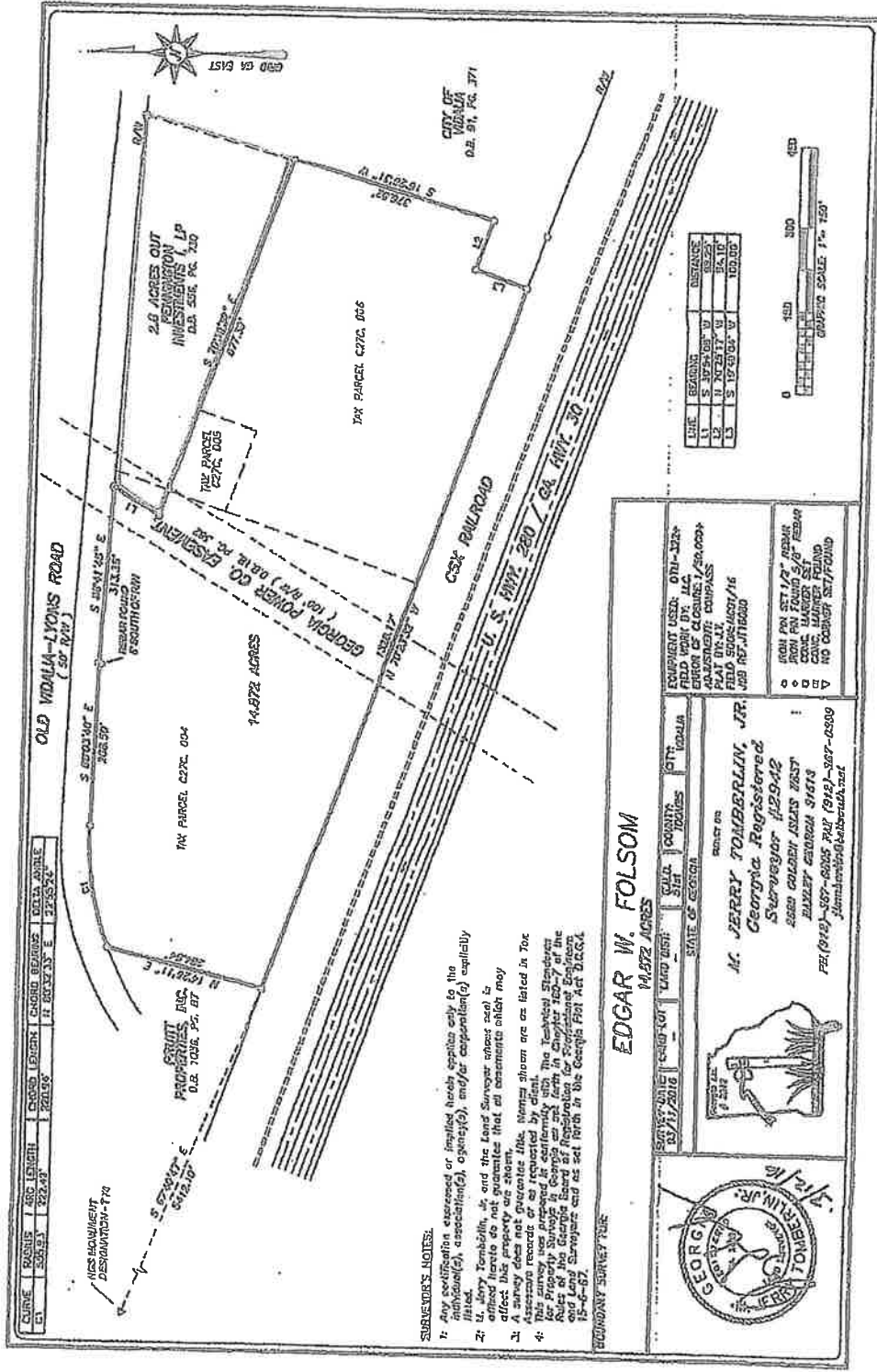


Exhibit A
Legal Description

All that tract or parcel of land lying and being in the 51st G.M. District, City of Vidalia, Toombs County, Georgia, containing 2.8 acres and being more particularly described and shown as "2.8 Acres Out Pennington Investments I, LP" on a plat of survey prepared by M. Jerry Tomberlin, Jr., Registered Surveyor, dated March 11, 2016, and recorded in Plat Book 33, Page 5, Clerk's Office Toombs Superior Court. Said plat is incorporated herein and made a part hereof by reference. Said property is bounded on north 670.28 feet along the right of way of Old Vidalia-Lyons Road; on the east 278.85 feet along the property of the City of Vidalia; on the south 677.39 feet along the property of Nissan of Vidalia, Inc.; and on the west 95.25 feet along the property of Nissan of Vidalia, Inc. This is a portion of the same property as conveyed to Pennington Investments I, LP, a Georgia Limited Partnership in an Executor's Deed from the Estate of Brooks Pennington, Jr., recorded in Deed Book 556, Pages 731-731, Toombs County, Georgia Records.

10-1-11

10-1-11



LINE	BEARING	DISTANCE	ADJUSTED BEARING	ADJUSTED DISTANCE
1	S 87°01'00" E	200.59'	S 87°01'00" E	200.59'
2	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
3	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
4	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
5	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
6	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
7	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
8	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
9	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
10	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
11	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
12	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
13	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
14	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
15	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'

LINE	BEARING	DISTANCE	ADJUSTED BEARING	ADJUSTED DISTANCE
1	S 87°01'00" E	200.59'	S 87°01'00" E	200.59'
2	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
3	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
4	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
5	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
6	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
7	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
8	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
9	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
10	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
11	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
12	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
13	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
14	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
15	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'

LINE	BEARING	DISTANCE	ADJUSTED BEARING	ADJUSTED DISTANCE
1	S 87°01'00" E	200.59'	S 87°01'00" E	200.59'
2	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
3	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
4	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
5	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
6	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
7	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
8	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
9	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
10	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
11	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
12	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
13	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
14	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
15	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'

LINE	BEARING	DISTANCE	ADJUSTED BEARING	ADJUSTED DISTANCE
1	S 87°01'00" E	200.59'	S 87°01'00" E	200.59'
2	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
3	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
4	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
5	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
6	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
7	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
8	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
9	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
10	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
11	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
12	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
13	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
14	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
15	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'

SURVEYOR'S NOTES:

- 1: Any certification, endorsement or implied herein applies only to the individual(s), association(s), agent(s), and/or companion(s) explicitly stated herein.
- 2: U. Jerry Tomberlin, Jr. and the Land Surveyor interest shall be affected hereinto do not guarantee that all instruments which may affect this property are shown.
- 3: A survey does not guarantee the accuracy of the information shown on this map.
- 4: This map records as requested by client, the technical standards for Property Surveys in Georgia as set forth in the Rules and Regulations of the Georgia Board of Registration for Professional Engineers, Architects and Surveyors and as set forth in the Georgia Plot Act O.C.G.A. 47-6-62.

BOUNDARY SURVEY FOR

EDGAR W. FOLSOM

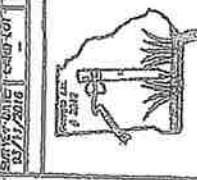
14.8722 ACRES

STATE OF GEORGIA
 COUNTY OF VIDALIA
 CITY OF VIDALIA

EDGAR W. FOLSOM
 14.8722 ACRES
 14.8722 ACRES

STATE OF GEORGIA
 COUNTY OF VIDALIA
 CITY OF VIDALIA

EDGAR W. FOLSOM
 14.8722 ACRES
 14.8722 ACRES



JERRY TOMBERLIN, JR.
 Georgia Registered
 Surveyor #12942
 2800 CALDWELL AVENUE WEST
 ALBANY GEORGIA 31703
 PH: (919) 397-6005 FAX: (919) 397-0209
 jtomberlin@aberkah.com

EQUIPMENT USED: OTH-322*
 FIELD WORK BY: J.C.
 ERROR OF CLOSURE: 1/20,000*
 ADJUSTMENT: COMPASS
 FIELD SKETCH: 10/16
 JOB NO.: J11600

FROM PIN SET 1/2" REBAR
 FOUND 9/8 REBAR
 CONC. MARKER FOUND
 CONC. MARKER FOUND
 NO CORNER SET/FOUND

LINE	BEARING	DISTANCE	ADJUSTED BEARING	ADJUSTED DISTANCE
1	S 87°01'00" E	200.59'	S 87°01'00" E	200.59'
2	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
3	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
4	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
5	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
6	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
7	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
8	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
9	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
10	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
11	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
12	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
13	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
14	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'
15	S 10°31'45" E	313.35'	S 10°31'45" E	313.35'

GRAPHIC SCALE 1" = 150'

0 150 300 450

Exhibit C

Pennington Investments I, LP Property

Formerly Pennington Warehouse (HSI #10775)

Vidalia, Toombs county, Georgia,

Maintenance and Monitoring Plan

Dated January 5, 2021

The Pennington Investments parcel C27C 006 (the Property) is located along Old Vidalia-Lyons Road east of Vidalia and north of East First Street in the City of Vidalia, Toombs County, and consists of 2.8 acres of land. Please refer to the attached Toombs County Property Card and Exhibits A and B-1 for Property location and physical description.

Due to the existence of impacted subsurface soil and groundwater remaining beneath portions of the Property, activity and use restrictions have been established on the Property to prevent exposure to such soil and groundwater. A Uniform Environmental Covenant (UEC) has been prepared to ensure that the activity and use restrictions remain in place unless changed as provided for in the UEC. Additionally, the UEC defines a specific area of the Property as a "restricted use zone" (RUZ), (Refer to Exhibit B). In the RUZ specific procedures and restrictions have been established to prevent exposure to any underlying subsurface soil and groundwater impacts. This includes maintaining a grass cover to minimize soil disturbances and soil erosion.

The Property is restricted to non-residential use only and no groundwater use except for remedial purposes, and this Maintenance and Monitoring Plan (M&M Plan) must be followed to ensure that the intended purpose of the activity and use restrictions on the Property remains effective.

Annual Inspections

The Property was remediated under the Georgia's Environmental Protection Division (EPD) Response and Remediation Program to a Type 5 risk reduction standard using soil removal, activity restrictions and use restrictions. The soil removal consisted of removal and proper disposal of impacted soils and the placement of clean soil in and over excavated areas within the Property. Due to the presence of the storm drain, potentially impacted soils around the pipe could not be removed. Most of the Property is a former pond and wetland drainage. See Exhibit C.

As required in the UEC, the Property will be inspected annually by a qualified environmental professional to evaluate the integrity and effectiveness of the institutional controls and use restrictions on the Property. The Annual Inspection will consist of visual reconnaissance of the Property, as well as a review by the property owners concerning the site conditions. The Annual Inspections will not address issues beyond the restrictions set forth in the Uniform Environmental Covenant, such as building code compliance, zoning issues, structural integrity, fitness for occupancy, etc. The qualified environmental professional will also confirm no residential use or use of groundwater.

During the Annual Inspections, the surface of the RUZ will be visually inspected to confirm the physical integrity of the RUZ. If any issues with the RUZ are identified, the inspection report will note necessary recommendations for repair.

Except for emergency utility repairs, no soil excavation in the area of the RUZ shall occur without prior written notice to and approval of EPD. This will require advanced written Notice being provided to EPD. All work which will require the disturbance of the soils within the RUZ area shall be overseen by a qualified environmental professional. Soils encountered during any land disturbing activities conducted in association with the repair, removal, or replacement of the storm sewer located within the RUZ will be tested and properly disposed at an EPD approved disposal site. All land disturbing activities conducted in the RUZ will be conducted in accordance with procedures protective of onsite personnel.

During each Annual Inspection, the attached Evaluation Form (Exhibit D) will be completed. A copy of the Evaluation Form signed by a person responsible for the property, along with a brief narrative describing the inspection, will be provided to Georgia EPD within 30 days of the inspection. After the first year, the Evaluation Form from the previous year's inspection will be reviewed by the property owners during each Annual Inspection to evaluate how any recommendations for repairs have been implemented.

Reporting and Recordkeeping Requirements

Annually, but no later than June 30th of each year, completed copies of the below Evaluation Form and reports documenting necessary repairs will be submitted to EPD. These documents and the Evaluation Form shall be kept on the premises of the property for a minimum of three years.

The annual report shall be submitted to the Response and Remediation Program of EPD at the following address (or via email as detail below).

Georgia Environmental Protection Division

Response and Remediation Program

2 Martin Luther King Jr. Drive, Suite 1052-East

Atlanta, GA 30334

If submitting by email, please obtain the email address for the Response and Remediation Program associate assigned to this Property. If a return email from EPD acknowledging receipt of the annual report is not received, it is the Property owner's responsibility to follow up or resubmit the annual report by US mail.

This Maintenance and Monitoring Plan was prepared for Pennington Investments I,LP



Brooks Pennington III

*For Managing General Partner
of Pennington Investments I, LP*

by



Denny Dobbs
Dobbs Environmental



Overview



Legend

-  Parcels
-  Roads

Parcel ID C27C 006
 Class Code n/a
 Taxing District VIDALIA
 Acres 2.8

Owner PENNINGTON INVESTMENTS I LP
 P O BOX 231
 MADISON GA 30650
 Physical Address FIRST ST
 Assessed Value Value \$140000

Last 2 Sales			
Date	Price	Reason	Qual
7/21/2016	0	XX	U
n/a	0	n/a	n/a

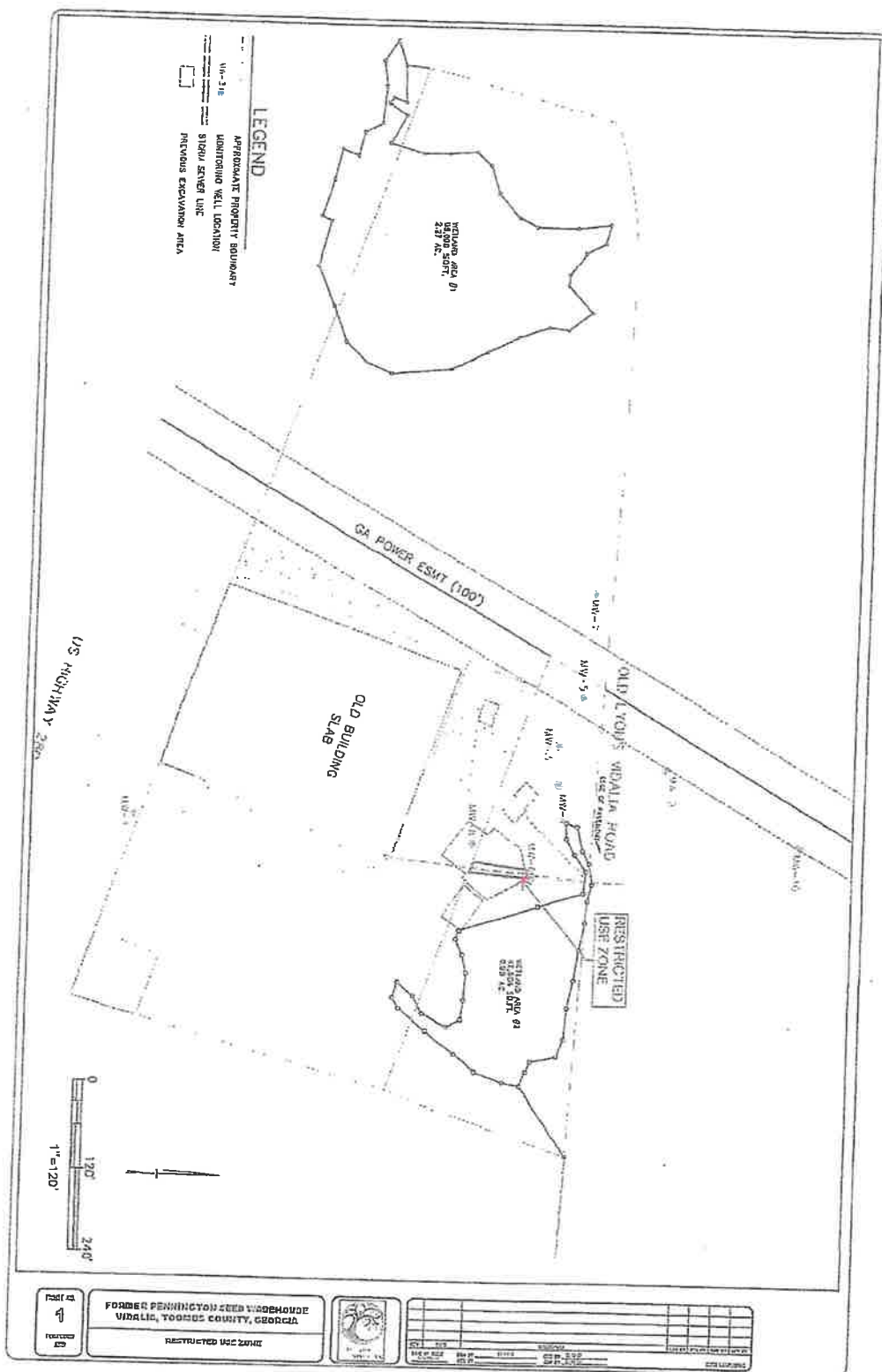
(Note: Not to be used on legal documents)

Date created: 9/18/2020
 Last Data Uploaded: 9/18/2020 3:42:50 AM

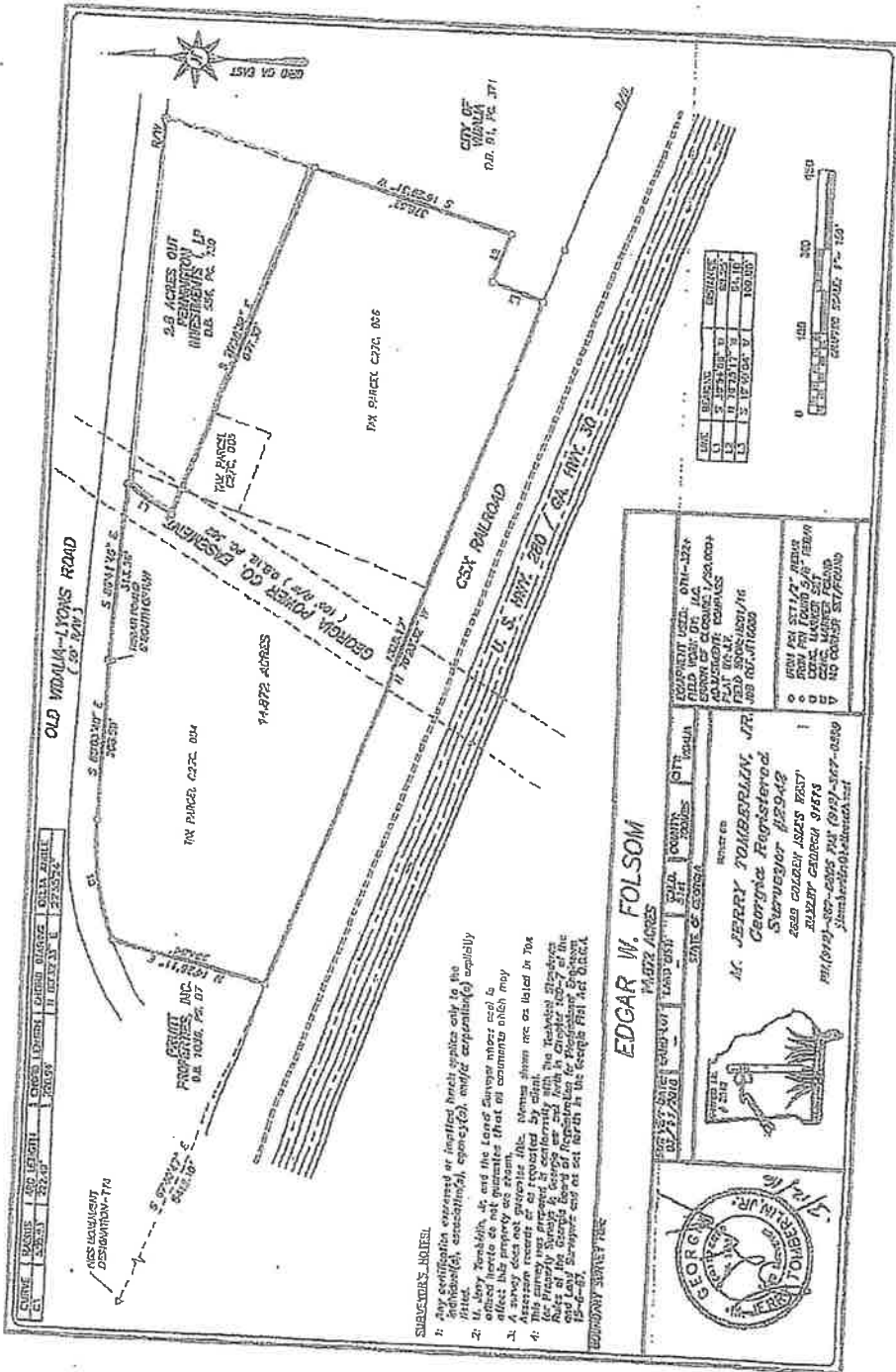
Developed by  Schneider
 GEOSPATIAL

Exhibit A
Legal Description

All that tract or parcel of land lying and being in the 51st G.M. District, City of Vidalia, Toombs County, Georgia, containing 2.8 acres and being more particularly described and shown as "2.8 Acres Out Pennington Investments I, LP" on a plat of survey prepared by M. Jerry Tomberlin, Jr., Registered Surveyor, dated March 11, 2016, and recorded in Plat Book 33, Page 5, Clerk's Office Toombs Superior Court. Said plat is incorporated herein and made a part hereof by reference. Said property is bounded on north 670.28 feet along the right of way of Old Vidalia-Lyons Road; on the east 278.85 feet along the property of the City of Vidalia; on the south 677.39 feet along the property of Nissan of Vidalia Inc.; and on the west 95.25 feet along the property of Nissan of Vidalia, Inc. This is a portion of the same property as conveyed to Pennington Investments I, LP, a Georgia Limited Partnership in an Executor's Deed from the Estate of Brooks Pennington, Jr. recorded in Deed Book 556, Pages 730-731, Toombs County, Georgia Records.



MAY 19 1973



DATE	REMARKS	BY
11/15/72	FIELD SURVEY	E.W.F.
12/1/72	OFFICE	E.W.F.
12/15/72	FINAL	E.W.F.

EDGAR W. FOLSOM
 74-872 ADDRESS
 STATE OF GEORGIA
 COUNTY OF WINDY
 CITY OF WINDY
 SURVEYOR
 REGISTERED
 No. 12345
 EXP. 12/31/73
 11/15/72
 12/1/72
 12/15/72

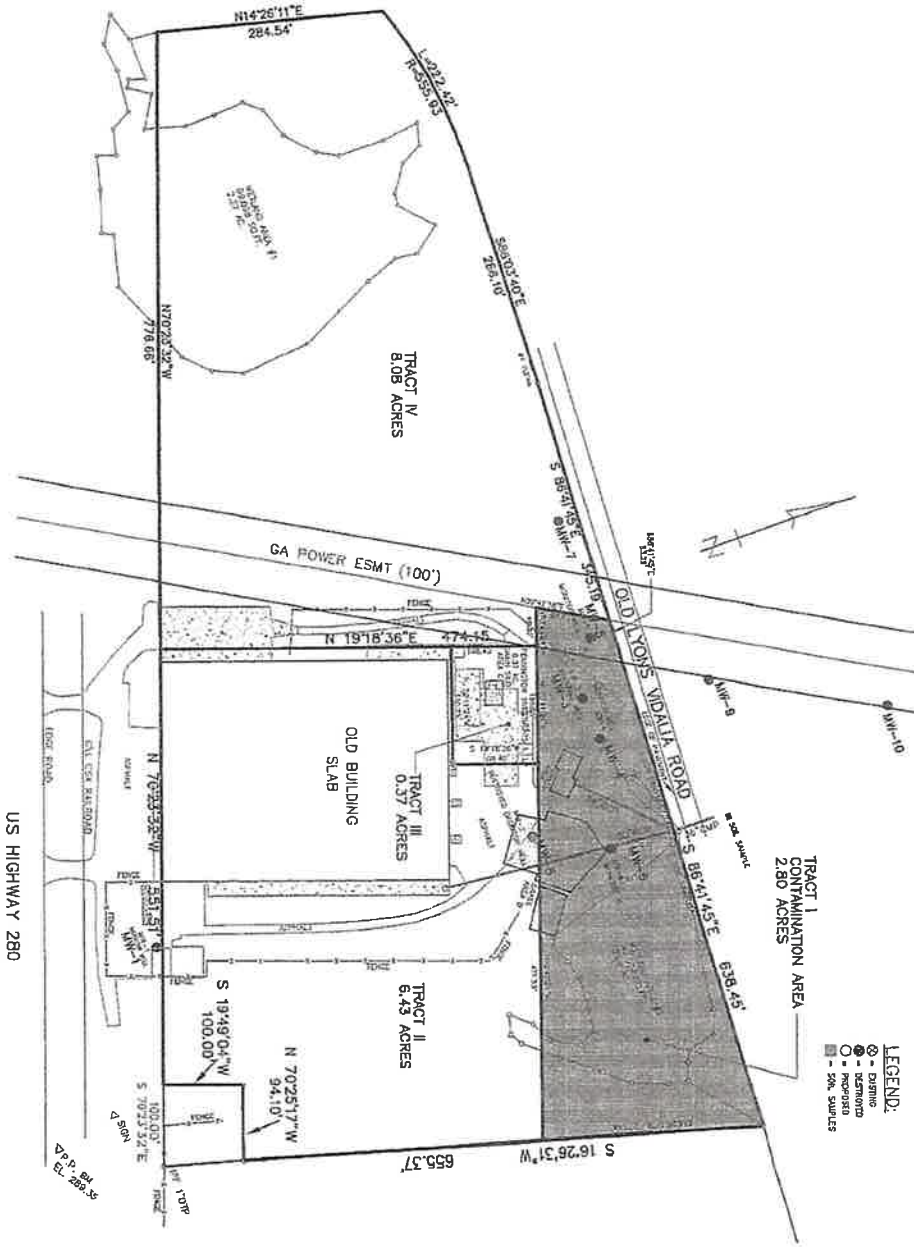


SUBJECT'S NOTES:
 1: Any certification expressed or implied herein applies only to the data shown on this plat.
 2: U. S. Army, Ordnance Dept. and the Land Commission are not liable for any errors or omissions which may appear hereon.
 3: A survey done by this firm, unless otherwise stated, is done in accordance with the laws of the State of Georgia.
 4: This survey was prepared by conforming with the National Board of Standards and Practices for Professional Land Surveyors and is not to be used in any other manner than that intended by the Georgia Board of Surveyors.

Exhibit C

DOBBS ENVIRONMENTAL
 4111 Robinson St. SW
 Covington, GA, 30094
 PH: (770) 766-2338

PRACEL MAP
 FORMER PENNINGTON SEED WAREHOUSE
 VIDALIA, TOOMBS COUNTY, GEORGIA



30' P.O.P. 13' 28' 30'

Exhibit D

SITE USE and NON-RESIDENTIAL SOIL RRS MONITORING
EVALUATION FORM

Pg 0222

Former Pennington Seed Distribution Center, HSI Site# 10775
Tract 1

TYPE	No.	Criteria Responses	YES	NO
Land Use	1	Does this HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2) ? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major groups..."		
	1a	If no to 1, provide a written explanation (attached) to EPD within 30 days		
Exposure	2	Have all activity and use limitations dictated in the UEC and associated MMP for the site property and associated RUZ been maintained ?		
	2a	If No to 2, please explain and provide additional supporting documentation.		
	3	Is there evidence of groundwater usage on the property or adjacent Tract III (0.37 acres) property?		
	3a	If yes to 3, are corrective actions being taken?		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted in them?		
	4a	If no to 4, provide a written explanation (attached) to EPD within 30 days.		
Inspections	5	Date of Inspection:		
	5a	Name of Inspector:		
	5b	Photographs showing current land use (attached).		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations

NAME(Please print or type)

TITLE

Signature

Date

4 (Original)
original from
Nissan

After Recording Return to:
Brooks Pennington III
Attorney At Law
P O Box 231
Madison GA 30650

NANCY FRIEDMAN
Clerk Superior Court, TOOMBS County, Ga.
Bk 01338 Pg 0223-0231

CROSS-REFERENCE:
County: Toombs County, GA
Deed Book: 1054
Page(s): 118-119

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):

Nissan of Vidalia, Inc.
(hereinafter Grantor)
1609 East First Street
Vidalia GA 30474

Received
Land Protection Branch

APR 27 2020

Grantee/Holder with the power to enforce:

Nissan of Vidalia, Inc.
(hereinafter Granter/Holder)
1609 East First Street
Vidalia GA 30474

Hazardous Waste

Grantee/Entity with express power to enforce:

State of Georgia
Department of Natural Resources
Environmental Protection Division
(hereinafter EPD)
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

577

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 0.37 acres of real property located at Old Vidalia-Lyons Road, Vidalia, Toombs County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on July 21, 2016 from Pennington Investments I, LP to Nissan of Vidalia, Inc.; such conveyance is recorded in Deed Book 1054, Pages 118-119, of the Toombs County deed records. The Property is located in the 51st GMD of Toombs County, Georgia.

The tax parcel(s) of the Property is Map C27C Parcel 005 of Toombs County, Georgia.

A legal description of the Property is attached as Exhibit A.

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 Nissan of Vidalia, 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 Pennington Seed, Inc. warehouse (former) facility/site HSI 10775. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 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 Nissan of Vidalia, Inc. to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Nissan of Vidalia, 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, Nissan of Vidalia, 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, Nissan of Vidalia, Inc. 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. Nissan of Vidalia, Inc. holds fee simple title to the Property.
- B. Nissan of Vidalia, 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 Nissan of Vidalia, 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 Nissan of Vidalia, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Nissan of Vidalia, Inc. is a party or by which Nissan of Vidalia, Inc. 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

Nissan of Vidalia, Inc.

Edgar W. Fe

(Signature)

Edgar W. Folsom

Printed Name

President

Title

Signed in the presence of:

Andrew D. Griffiths

Unofficial Witness (signature)

Anslee B. Griffiths

Unofficial Witness (print name)

State of Georgia

County of Appling

This instrument was signed or attested before me
this 2 day of April, 2023 by

Personally Known
 Produced Identification

Tiffany Shannon Stapleton

Notary Public (Signature)

My Commission Expires: June 4, 2023

(NOTARY SEAL)



Grantee/Holder

Nissan of Vidalia, Inc.

Edgar W. Folsom
(Signature)

Edgar W. Folsom
Printed Name

President
Title

Signed in the presence of:

Angela B. Griffiths
Unofficial Witness (signature)

Angela B. Griffiths
Unofficial Witness (print name)

State of Georgia

County of Appling

This instrument was signed or attested before me
this 2 day of April, 2023 by

Personally Known
 Produced Identification

Tiffany Shannon Stapleton
Notary Public (Signature)

My Commission Expires: June 4, 2023

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 6 day of February, 2021 :

R. H. Soy
(Signature)

Director, Environmental Protection Division

Signed in the presence of:

Traci Douglas
Unofficial Witness (signature)

Traci Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me
this 6 day of February, 2021, by
_____.

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

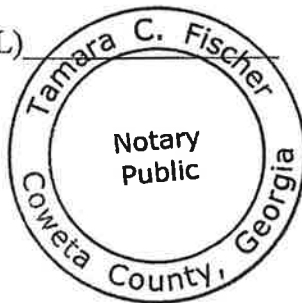


Exhibit A To Environmental Covenant for Toombs County Tax Map C27C
Parcel 005 as of the date of this covenant April 2, 2020

All that tract or parcel of land lying and being in Toombs County, Georgia and be more particularly described as follows:

Located in the City of Vidalia, Ga., 51st GM District, Toombs County, Georgia being more particularly shown and drawn as Toombs County Tax Map C27C Parcel 005 on Plat of Survey by M. Jerry Tomberlin Registered Surveyor dated March 11, 2016, and revised March 24, 2016, As per surveyor legal description it is more particularly described as:

Commencing at a NGS Monument Designation- T74, thence South 71 degrees 24 minutes 30 seconds East for distance of 6151.77 feet to a point at the true point of beginning.

Thence North 19 degrees 18 minutes 36 seconds east for a distance of 108.40 feet to a point;

Thence South 70 degrees 41 minutes 24 seconds East for a distance of 150.25 feet a point;

Thence South 19 degrees 18 minutes 36 seconds West for a distance of 108.40 feet to a point;

Thence North 70 degrees 41 minutes 24 seconds West 150.25 feet to a point at the true point of beginning.

Said property contains 0.37 acres.

Said parcel noted as Pink on attached Exhibit B Sketch.

Exhibit B

PL 013660

PG 0234

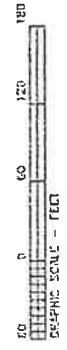
FOR DESCRIPTION ONLY, NOT TO TRANSFER PROPERTY

OLD VIDALIA-LYONS ROAD

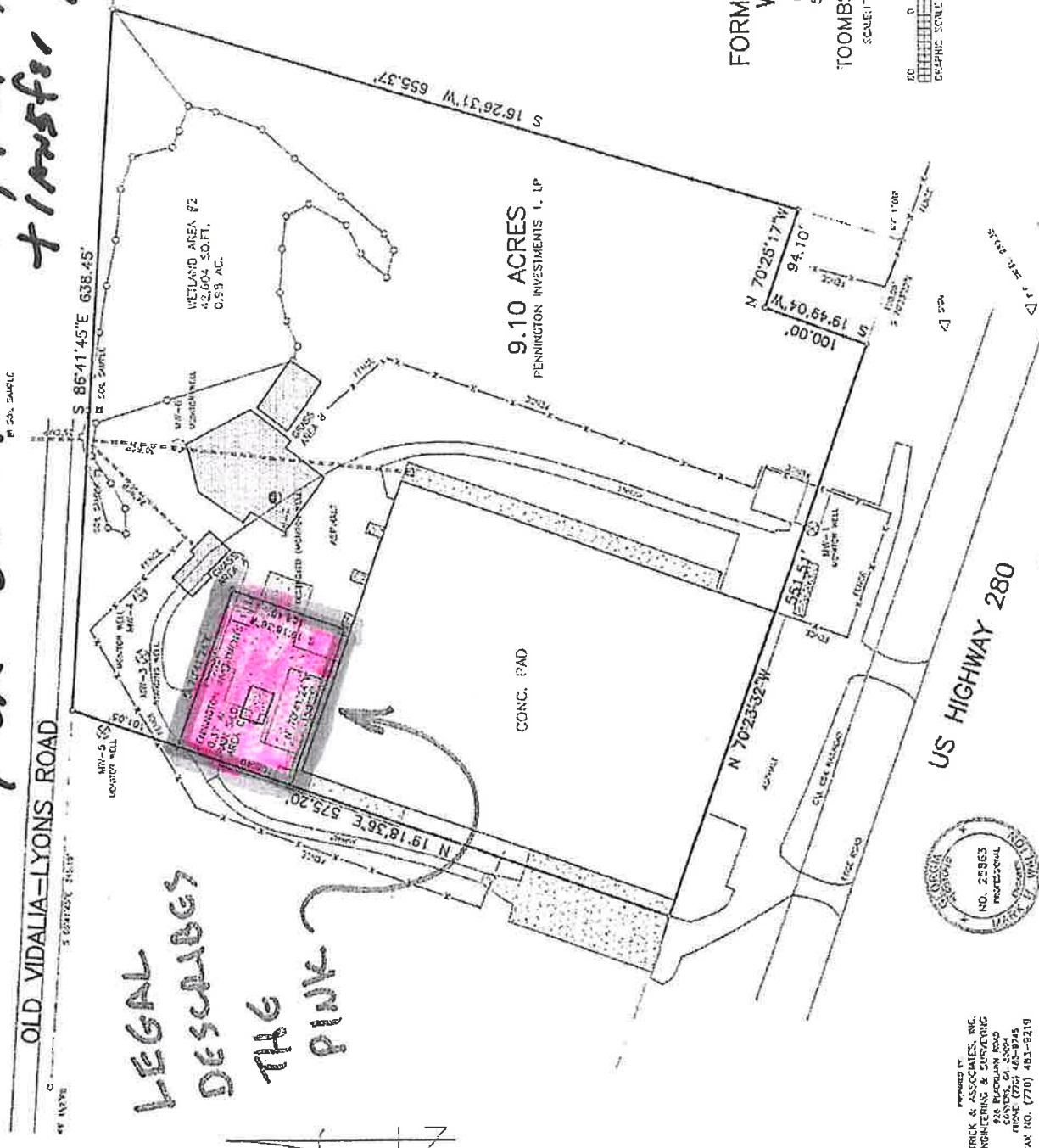
LEGAL
DESCRIBES
THE
PINK

LEGEND:
○ EXISTING
⊗ DESTROYED
○ PROPOSED
■ SOIL SAMPLES

FIGURE II
SITE PLAN FOR
**FORMER PENNINGTON
WAREHOUSE**
CITY OF VIDALIA
51st G.I.A. DISTRICT
TOOMBS COUNTY, GEORGIA
CST. 21, 2003
SCALE 1"=50'



JOB NO. 5311 DWS. HD. 20612



PREPARED BY
PATRICK & ASSOCIATES, INC.
ENGINEERING & SURVEYING
228 BLACKMAN ROAD
CONYERS, GA 30425
PHONE NO. (770) 483-2219
FAX NO. (770) 483-2219

CM-C:\0102004\5311-DEWEY CORBES\DWG\5311-NEW WITH MATCH.DWG

Received *Original*
Land Protection Branch
APR 27 2020

Deed Doc MISC
Recorded 03/01/2021 03:15PM

NANCY FITTMAN
After Recording Return to:
Brooks Pennington III
Attorney At Law
P O Box 231
Madison GA 30650

CROSS-REFERENCE:
County: **Hazardous Waste**
Deed Book: 1036
Page(s): 87

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): Pruitt Properties, Inc.
(hereinafter Grantor)
1626 Jeurgens Court
Norcross GA 30093

Grantee/Holder with the power to enforce: Pruitt Properties, Inc.
(hereinafter Granter/Holder)
1626 Jeurgens Court
Norcross GA 30093

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division
(hereinafter EPD)
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 2.041 acres of real property located at Old Vidalia-Lyons Road, Vidalia, Toombs County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on April 29, 2013 from Bethany Homes, Inc. to Pruitt Properties, Inc.; such conveyance is recorded in Deed Book 1036, Page 87, of the Toombs County deed records. The Property is located in the 51st GMD of Toombs County, Georgia.

The tax parcel(s) of the Property is Map C27C Parcel 001C of Toombs County, Georgia.

A legal description of the Property is attached as Exhibit A.

518

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 Pruitt Properties, 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 Pennington Seed, Inc. warehouse (former) facility/site HSI 10775. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
 Response and Remediation Program
 2 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 Pruitt Properties, Inc. to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Pruitt Properties, 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, Pruitt 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, Pruitt Properties, Inc. 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. Pruitt Properties, Inc. holds fee simple title to the Property.
- B. Pruitt 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 Pruitt 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 Pruitt Properties, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Pruitt Properties, Inc. is a party or by which Pruitt Properties, Inc. 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

Pruitt Properties, Inc.

[Signature]
(Signature)

NEIL L. PRUITT, JR.
Printed Name

CHAIRMAN & CEO
Title

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Maaya Brown
Unofficial Witness (print name)

State of GEORGIA

County of WINNETT

This instrument was signed or attested before me
this 7 day of April, 2020 by

Personally Known
 Produced Identification
[Signature]

Notary Public (Signature)

My Commission Expires: 11.7.2020

(NOTARY SEAL)



Grantee/Holder

Pruitt Properties, Inc.

[Signature]
(Signature)

Neil L. Pruitt, Jr.
Printed Name
Chairman & CEO
Title

Signed in the presence of:

[Signature]
Unofficial Witness (signature)
Naya Brown
Unofficial Witness (print name)

State of GEORGIA

County of GWINNETT

This instrument was signed or attested before me
this 7 day of April, 2020 by

Personally Known
 Produced Identification
[Signature]

Notary Public (Signature)

My Commission Expires: 11.7.2020

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this 6 day of February, 2021 :

R. M. Soj
(Signature)
Director, Environmental Protection Division

Signed in the presence of:
Traci Douglas
Unofficial Witness (signature)
Traci Douglas
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me this 6 day of February, 2021, by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

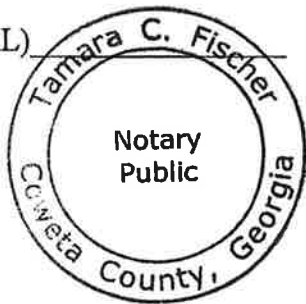


EXHIBIT A

All that tract or parcel of land lying and being in the 51 st G.M. District, City of Vidalia, Toombs County, Georgia, containing 2.041 acres and being more particularly described on a plat of survey prepared by W. Jerry Tomberlin, Jr., Registered Land Surveyor, dated June 5, 2019, and recorded in Plat Book 33, Page 424, Clerk's Office Toombs Superior Court. Said plat is incorporated herein and made a part hereof by reference.

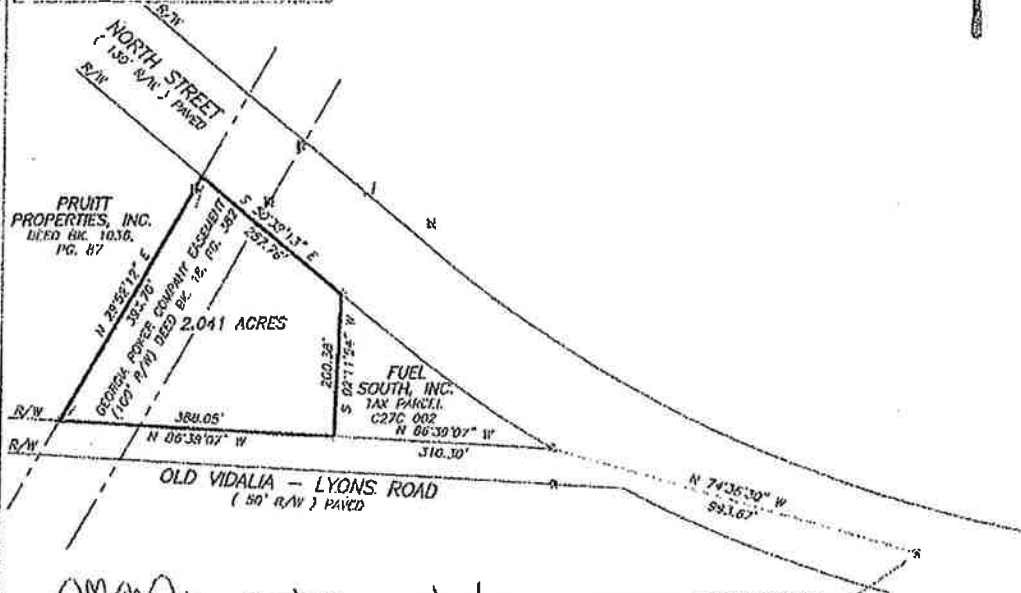
File No. 24823

Plat Doc: PLAT
Recorded 06/24/2019 03:24PM

NANCY PITTMAN
Clerk Superior Court, TOOMBS County,
Ga.
Bk 00033 Pg 0424
Penalty: \$0.00
Interest: \$0.00
Participants: 5432212582

RESERVED FOR CLERK OF COURT

150 150
GRAPHIC SCALE: 1" = 150'



Handwritten signatures and dates:
C. J. Tomberlin, Jr. 6/24/2019
Plat Review Officer
Toombs County, GA

NAME OF THE ASPHALT PAVED SURFACE NOT
REPRESENTATION OF WIDTH...

Handwritten note:
we
filed

SURVEYOR'S NOTES:

- 1: Any certification expressed or implied herein applies only to the individual(s), association(s), agency(s), and/or corporation(s) explicitly listed.
- 2: M. Jerry Tomberlin, Jr. and the Land Surveyor whose seal is affixed hereto do not guarantee that all easements which may affect this property are shown.
- 3: A survey does not guarantee the names shown are as listed in Tax Assessor records or as requested by client.
- 4: This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.
- 5: This survey has been performed without the benefit of a complete title examination. Lines shown are as painted out by client or as found in deed records.
- 6: Unless stated otherwise no attempt to locate F.E.M.A. Zones or Wetland areas has been requested.

SURVEYOR'S CERTIFICATE:

As required by subsection (j) of O.C.G.A. SECTION 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Handwritten signature of M. Jerry Tomberlin, Jr.

LAND SURVEYOR

SURVEY FOR:

ENVIRONMENTAL COVENANT PARCEL
PRUITT PROPERTIES, INC.
2.041 ACRES

	SURVEY DATE: 06/05/2019	LAND LOT: ..	LAND DIST: ..	G.M.D. S1ST	COUNTY: TOOMBS	CITY: VIDALIA	EQUIPMENT USED: HIPER V DTM 327
	STATE OF GEORGIA						FIELD WORK BY: H.B.
SURVEY BY: M. JERRY TOMBERLIN, JR. Georgia Registered Surveyor #22942 2600 GOLDEN ISLES WEST DANLEY GEORGIA 31513 PH. (912)-367-8806 FAX (912)-367-0189 jtomberlin@bellsouth.net							PLAT BY: J.T. FIELD BOOK: H303-19 JOB REF: J119100
							<input type="checkbox"/> IRON PIN SET 1/2" DEPTH <input checked="" type="checkbox"/> IRON PIN FOUND 1/2" DEPTH <input type="checkbox"/> CONC. MARKER SET <input type="checkbox"/> CONC. MARKER FOUND <input type="checkbox"/> NO CORNER SET/FOUND