

**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*

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. Folsom

(Signature)

Edgar W. Folsom

Printed Name

President

Title

Signed in the presence of:

Anslee B. 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

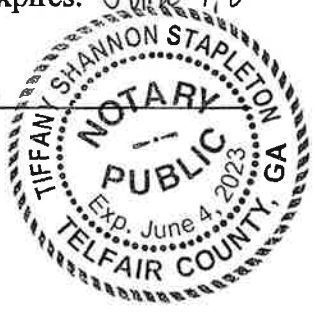
This instrument was signed or attested before me
this 2 day of April, 2023 by

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)

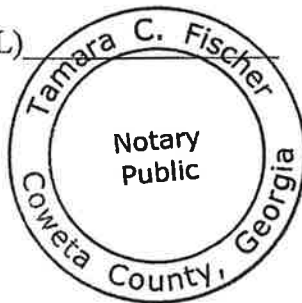


Exhibit A To Environmental Covenant for Toombs County Tax Map C27C
Parcel 005 as of the date of this covenant April 2, 2020

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 01.5.00

PG 02.01

FOR DESCRIPTION ONLY, NOT TO TRANSFER PROPERTY

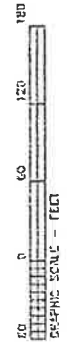
OLD VIDALIA-LYONS ROAD

LEGAL
DESCRIBES
THE
PINK

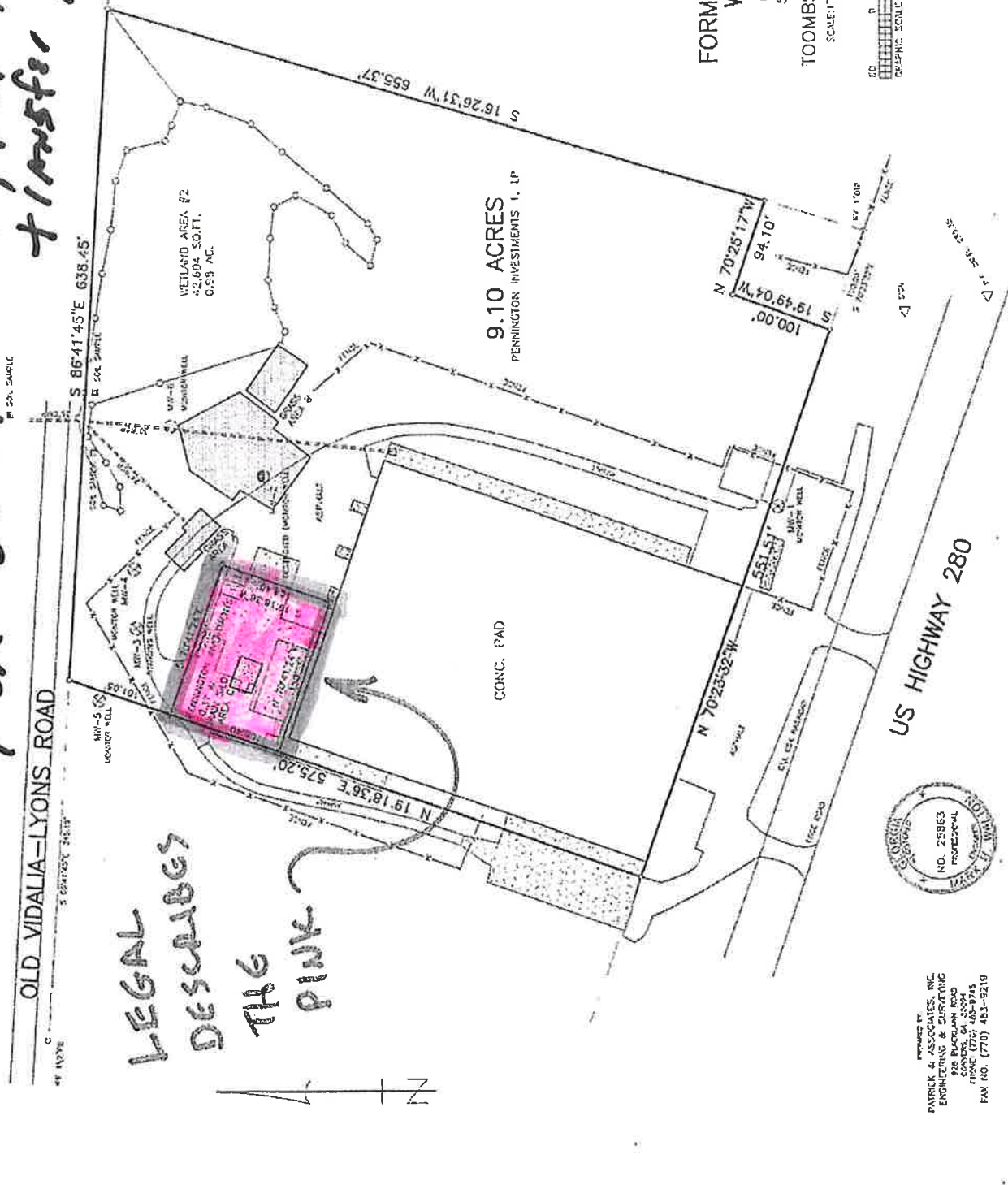
LEGEND:

- ⊙ 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. 2/6/12



PREPARED BY
PATRICK & ASSOCIATES, INC.
ENGINEERING & SURVEYING
228 BLACKMAN ROAD
CONYERS, GA 30435
PHONE NO. (770) 483-2219
FAX NO. (770) 483-2219

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