

**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*

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: Toombs County, GA
Deed Book: 1036
Page(s): 87
Hazardous Waste

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.

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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)

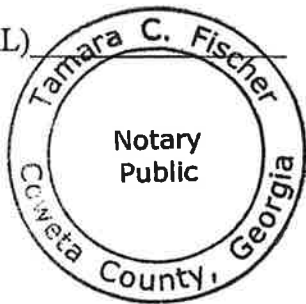


EXHIBIT A

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

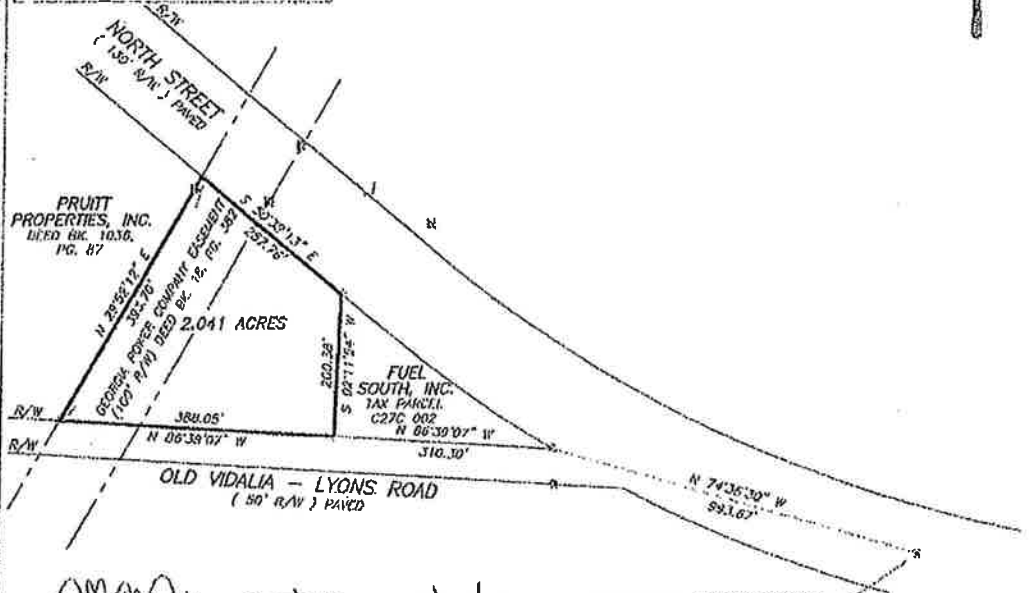
Plat Doc: PLAT
Recorded 06/24/2019 03:24PM

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

150 150
GRAPHIC SCALE: 1" = 150'



RESERVED FOR CLERK OF COURT



Handwritten signatures and dates:
Plat Review Officer
Toombs County, GA
6/24/2019

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

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 title. Names shown are as listed in Tax Assessor's 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: **	S.M.D. 51ST	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						PLAY BY: J.T.
							FIELD BOOK: H303-19
						<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	