

After Recording Return to:
Georgia Power Company
Jennifer McNelly, VP Environmental Affairs
241 Ralph McGill Boulevard
BIN 10221
Atlanta, GA 30308

CROSS-REFERENCE:

County: _____
Deed Book: _____
Page(s): _____

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 Georgia Power Company as set forth herein.

Fee Simple Owner(s)/Grantor(s): Georgia Power Company
241 Ralph McGill Boulevard
Atlanta, GA 30308

Grantee/Holder with the power to enforce: Georgia Power Company
241 Ralph McGill Boulevard
Atlanta, GA 30308

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Parties with interest in the Property: None

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 4.501 acres of real property located at Pine Street and Central Avenue, Lumber City, Telfair County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on January 13, 2022, to Georgia Power Company; such conveyance is recorded in Plat Book 13, Page 508, of the Telfair County deed records. The Property is located in Land Lot 324 of the 7th District of Telfair County, Georgia.

The tax parcel of the Property is LC1700 049A of Telfair 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 Georgia Power Company 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 at the Georgia Power Company Swing Bridge Substation site pursuant to the Georgia Brownfield Act. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Dr.
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays.

Notice: This Property is a portion of a tract that has been listed on the State's Hazardous Site Inventory at HSI # 10783 (Americord, Inc.) 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 Rule 391-3-19-.02(2)(r). Use of the property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose 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 Georgia Power Company. 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 Georgia Power Company 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, Georgia Power Company 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, Georgia Power Company 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, Georgia Power Company 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). Georgia Power Company represents and warrants that all of the following are true and correct:

- A. Georgia Power Company holds fee simple title to the Property.
- B. Georgia Power Company 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 Georgia Power Company 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 Georgia Power Company nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Georgia Power Company is a party or by which Georgia Power Company 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, Georgia Power Company 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:

Georgia Power Company
Attn: Tyler Boyles, Manager, Waste & Remediation
241 Ralph McGill Boulevard
Atlanta, GA 30308

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

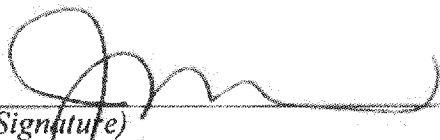
Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

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

Georgia Power Company


(Signature)

Jennifer McNelly

Vice President, Environmental Affairs

Signed in the presence of:



Unofficial Witness (signature)

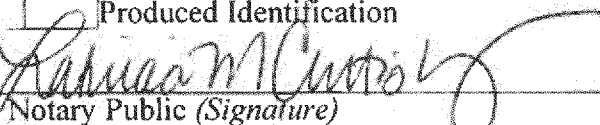


Unofficial Witness (print name)

State of Georgia
County of Fulton

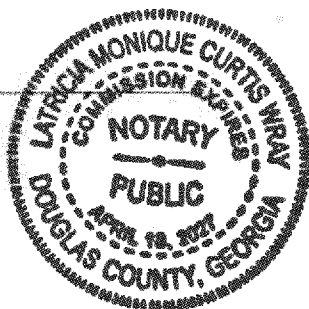
This instrument was signed or attested before
me this 7th day of May, 2025, by
Jennifer McNelly.

☐ Personally Known
☐ Produced Identification


Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



Holder

Georgia Power Company

(Signature)

Jennifer McNelly

Vice President, Environmental Affairs

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 7th day of May, 2025, by
Jennifer McNelly.

☐

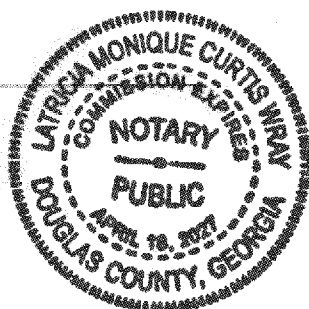
Personally Known

Produced Identification

Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 22nd day of July, 2025:

Jeffrey W. Cown
(Signature)

Jeffrey W. Cown
Director, Environmental Protection Division

Signed in the presence of:

Ramona R. [Signature]
Unofficial Witness (signature)

Dawn T. Donaldson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested
before me this 22 day of July, 2025
by Jeffrey W. Cown

☒ Personally Known
☐ Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires

(NOTARY SEAL) _____

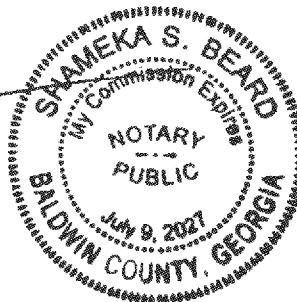


Exhibit A
Legal Description of Property

All that tract or parcel of land situate, lying and being in Land Lot 324 of the 7th Land District of Telfair County, Georgia, consisting of 4.501 acres, more or less, and being more particularly described on a plat prepared from a survey by Wright C. Powers, Jr., Georgia Registered Land Surveyor, dated June 14, 2021 and recorded in Plat Book 13, Page 508, in the office of the Clerk of Telfair County Superior Court. Said plat and record thereof being by reference incorporated herein for a complete description of said tract as to metes, bounds, courses, and distances, and for all legal purposes.

Exhibit B
Map of Property

