

July 7, 2023

Mr. Richard Dunn
Georgia Department of Natural Resources
Response and Remediation Program
2 Martin Luther King, Jr. Drive
S.E. Suite 1462, East Tower
Atlanta, Georgia 30334-9000

Received
Land Protection Branch

JUL 14 2023

Hazardous Waste

**Subject: Recorded Uniform Environmental Covenant – 8660 Tara Blvd.
Ashland Inc.
Tara Shopping Center
8564 Tara Boulevard, Jonesboro, Clayton County, Georgia
Tax Parcel ID 13242D B001; HSI Site No. 10798**

Dear Mr. Dunn,

On behalf of Ashland Inc. (Ashland), EHS Support LLC (EHS Support) is submitting the fully executed and recorded Uniform Environmental Covenant (UEC) for the property located at 8660 Tara Boulevard, Jonesboro, Clayton County, Georgia (**Attachment A**). This UEC was implemented as outlined in the *Compliance Status Report* submitted by Ashland on April 17, 2020. The UEC was executed by the property owner (Lumsden Properties LLC), Ashland, and the Georgia Environmental Protection Agency (GAEPD); then recorded with the clerk of the Superior Court of Clayton County pursuant to O.C.G.A. 44-16-8. The property owner for the above referenced property is copied on this submittal and a certification of delivery will be provided to GAEPD following receipt.

If you should have any questions please contact me at kris.spikes@ehs-support.com or 678-522-6050. Alternatively, you can contact Chrissy Piechoski at chrissy.piechoski@ashland.com or 302-647-9798.

Sincerely,



Kris Spikes
EHS Support Project Manager

cc:
Chrissy Piechoski, Ashland Inc.
Lumsden Properties LLC

After Recording Return to:
Ashland Inc.
Chief Counsel, Environmental
500 Hercules Road
Wilmington, DE 19808

CROSS-REFERENCE:
County: Clayton
Deed Book: 9340
Page(s): 267

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 Lumsden Properties LLC and Ashland Inc. 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): Lumsden Properties LLC
(hereinafter "Grantor")
P.O. Box 251
Gay, GA 30218

Grantee/Holder with the power to enforce: Ashland Inc.
(hereinafter "Grantee/Holder")
Chief Counsel, Environmental
Ashland Inc.
500 Hercules Road
Wilmington, DE 19808

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

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 0.07 acres (Parcel B006) and 0.43 acres (Parcel B006Z) of real property located at 8660 Tara Boulevard, Jonesboro, Clayton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on 01/07/2008 by virtue of a Warranty Deed from J. Roger Lumsden to Lumsden Properties LLC; such conveyance is recorded in Deed Book

9340, Page 267, of the Clayton County deed records. The Property is located in Land Lot 242 of the 13th District of Clayton County, Georgia.

The tax parcel(s) of the Property are 13242D B006Z, 13242D B006 of Clayton 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 Lumsden Properties LLC, Ashland 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 Tara Shopping Center facility/site #10798. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

- A. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(i). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. 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 I 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 Ashland Inc. to verify compliance with the terms of this Environmental Covenant, and to conduct sampling of environmental media.

This Environmental Covenant shall be enforceable by EPD, Ashland 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, the Environmental Covenant shall be recorded 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, Lumsden Properties LLC shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant shall be provided to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Grantor(s) represents and warrants that all of the following are true and correct:

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

Name of Grantor LUMSDEN PROPERTIES LLC

J. Roger Lumsden - MANAGING MEMBER
(Signature) Signed in the presence of:

Name of Authorized Representative J. ROGER LUMSDEN
Title of Authorized Representative MANAGING MEMBER

Amelia Barber
Unofficial Witness (signature)

Amelia Barber
Unofficial Witness (print name)

State of Georgia
County of Clayton

This instrument was signed or attested before me this 10th day of March, 2022 by

Personally Known
 Produced Identification

Angelyn Shelnett
Notary Public (Signature)
My Commission Expires:

Angelyn Shelnett
NOTARY PUBLIC
Coweta County, GEORGIA
My Commission Expires 03/28/2025

(NOTARY SEAL) _____

Grantee

Ashland Inc

Name of Grantee

Edward D Meeks *EM 2/14/23*

Ed D Meek

(Signature)

Signed in the presence of:

Name of Authorized Representative

Edward D Meeks

Valerie C. Thomas

Title of Authorized Representative

Senior Manager-Resolutions

Unofficial Witness (signature)

Valerie C. Thomas

Unofficial Witness (print name)

State of Georgia
County of Clayton

This instrument was signed or attested before me this 14th day of March, 2023 by

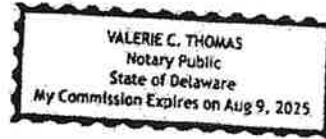
Personally Known
 Produced Identification

Valerie C. Thomas

Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 22 day of May, 2023:

[Signature]
(Signature)
Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:
[Signature]
Unofficial Witness (signature)
NAQIHA Ivel
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 22nd day of May, 2023 by

Richard Dunn

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 6/1/2026

(NOTARY SEAL)



Legal Description of Property

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 242 of the 13th District City of Jonesboro, Clayton County, Georgia, being more particularly described as follows:

TO FINE THE POINT OF BEGINNING, begin at the point common to the easterly right of way of U.S. Highway 41 (Tara Boulevard) (a 200 foot right of way) and the southerly right of way of Smith Street, thence running in a southerly direction along the easterly right of way of U.S. Highway 41 and following the curvature thereof a distance of 1008.9 feet to a point; thence continuing along the easterly right of way of U.S. Highway 41 South 07° 09' 56" west a distance of 120.00 feet to a point, which point marks the POINT OF BEGINNING; from said POINT OF BEGINNING as thus established, thence leaving the easterly right of way of U.S. Highway 41 and run south 02° 57' 52" East a distance of 182.91 feet to a point located on the westerly right of way of State Road 54 (Fayetteville Road) (an 80' right of way); thence running along said right of way of State Road 54 south 24° 33' 41" west a distance of 156.24 feet to a point; thence leaving said right of way of State Road 54 and running north 70° 30' 30" west a distance of 139.45 feet to a point located on the easterly right of way of U.S. Highway 41; thence running along the easterly right of way of U.S. Highway 41 north 07° 09' 56" east a distance of 118.92 feet to a point, which point marks the POINT OF BEGINNING; said tract being designated as Tract I and containing 0.499 acres as per survey for Dunkin Donuts prepared by Kirkley Associated, Inc., bearing the certification of B. K. Rochester, Jr., GRLS No. 1534, dated October 19, 1984, last revised October 29, 1984.

TOGETHER WITH easement for pedestrian and vehicular access, ingress and egress on, over, across and through the driveways and parking areas of Tara Plaza contained in that certain Warranty Deed from Alterman Real Estate Corp. to Investment Southeastern, Ltd., dated October 26, 1984, recorded in Deed Book 1187, page 465, Clayton County, Georgia records.

FURTHER TOGETHER WITH:

All that tract and parcel of land lying and being in Land Lot 242 of the 13th District, City of Jonesboro, Clayton County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at the point common to the easterly right-of-way of U.S. Highway #41 (Tara Boulevard) (a 200 foot right-of-way) and the southerly right-of-way of Smith Street; thence run in a southerly direction along the easterly right-of-way of U.S. Highway #41 and following the curvature thereof a distance of 1008.9 feet to a point; thence Leaving said right-of-way and running south 82° 57' 52" east a distance of 5.00 feet to a point, which point marks the POINT OF BEGINNING; from said POINT OF BEGINNING as thus established, continuing thence south 82° 57' 52" east a distance of 30.00 feet to a point; thence running south 07° 09' 56" west a distance of 120.00 feet to a point; thence running north 82° 52' 52" west a distance of 30 feet to a point; thence running north 07° 09' 56" east a distance of 120.00 feet to a point; which point marks the POINT OF BEGINNING; said track being designated as "30' Ingress Egress Easement" and containing 3,600 square feet as per Survey for Dunkin Donuts prepared by Kirkley Associates, Inc., and bearing the certification of B.K. Rochester, Jr., Georgia Registered Land Surveyor No. 1534, dated October 19, 1984, last revised October 23, 1984.