

PICK-UP

Deed Doc: COVE
Recorded 05/14/2024 02:14PM

BABE BAILEY

Clerk Superior Court, WHITFIELD County, Ga.

Bk 07049 Pg 0446-0456

After Recording Return to:
Phillip Carroll
Phillips Towing and Recovery
215 Steel Road
Dalton, Georgia 30721

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 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):

✓ Phillip Carroll
✓ Phillips Towing and Recovery
215 Steel Road
Dalton, Georgia 30721

**Grantee/Holder with the
power to enforce:**

W.F. Taylor, LLC
15720 Brixham Hill Avenue
Suite 500
Charlotte, North Carolina 28277

**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 1.46 acres of real property located at 215 Steel Road, Dalton, Whitfield County, Georgia 30721, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on September 6th, 2017 to Phillip Carroll, such conveyance is recorded in Deed Book 06600, Page 0028, of the Whitfield County deed records. The Property is located in Land Lot 65 of the 13th District of Whitfield County, Georgia.

The tax parcel(s) of the Property is 13-065-13-000 of Whitfield 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 Phillipps Towing and Recovery, a Georgia corporation, W.F. Taylor, LLC, 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 W.F. Taylor facility/site HSI Site #10882. 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. Drive, SE, Suite 1054, East Tower
Atlanta, Georgia 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 W.F. Taylor, LLC to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, W.F. Taylor, LLC 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, Phillips Towing and Recovery 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, Phillips Towing and Recovery 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).

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

- A. Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder and in accordance with O.C.G.A. § 44-16-1 et seq.
- B. 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

Phillip Carroll


(Signature)

Signed in the presence of:

Phillip Carroll
Owner


Unofficial Witness (signature)

Bonnie Storm
Unofficial Witness (print name)

State of Georgia
County of ~~Whitfield~~ Bartow

This instrument was signed or attested before
me this 7 day of March, 2024,
by

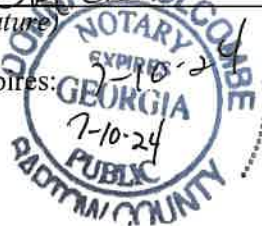
Donna R. Hulse / Phillip Carroll

☒ Personally Known
☒ Produced Identification


Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



Grantee

W.F. Taylor, LLC

[Signature]
(Signature)

Signed in the presence of:

Vincent P. Dimino
Vice President Global Operations

[Signature]
Unofficial Witness (signature)

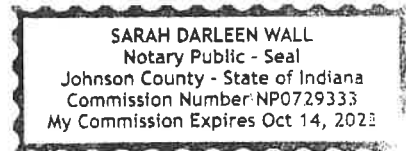
Deborah A. Dimino
Unofficial Witness (print name)

State of ~~Georgia~~ Indiana
County of ~~Whitfield~~ Johnson

This instrument was signed or attested before
me this 29 day of February, 2024.
by Sarah Darleen Wall

☒ Personally Known
☐ Produced Identification

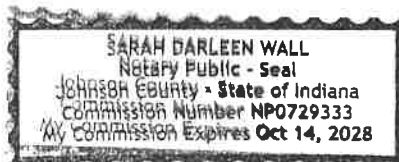
[Signature]
Notary Public (Signature)



My Commission Expires:

10/14/2028

(NOTARY SEAL)

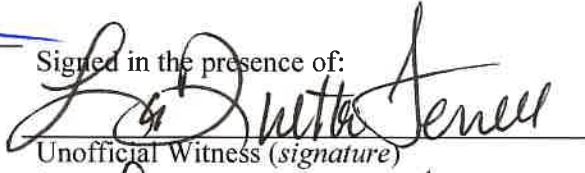


For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 1st day of May, 2024:


(Signature)

Jeffrey W. Cown
Director, Environmental Protection Division

Signed in the presence of:


Unofficial Witness (signature)

La'Quetta Ferrell
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was attested before me this
1 day of May, 2024 by

☒ Personally Known
☐ Produced Identification


Notary Public (Signature)

My Commission Expires: 7/9/27

(NOTARY SEAL)



EXHIBIT A
LEGAL DESCRIPTION OF
PROPERTY

Dead Doc: WD
 Recorded 11/10/2017 10:47AM
 Georgia Transfer Tax Paid : \$0.00
 MELICA KENDRICK
 Clerk Superior Court, WHITFIELD County, Ga.
 Bk 06600 Pg 0028

PR1002991

After recording return to:
 BCD, P.C.
 1287 Curtis Parkway
 Calhoun, GA 30701
 File No.

STATE OF GEORGIA

COUNTY OF WHITFIELD

**DEED ONLY, TITLE NOT EXAMINED
 WARRANTY DEED**

THIS INDENTURE made this 6th day of September, 2017 by and between

TERRY UNDERWOOD

party or parties of the first part, hereinafter referred to as "Grantor", and

PHILLIP CARROLL

party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, has, and hereby does, grant, bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 65 of the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin on the Westerly side of Phelps Road, now known as Steel Road, 365 feet Northwardly along the Westerly side of Phelps Road from the Northwest corner of the intersection of Phelps Road, now known as Steel Road, and Crown Lake Drive; thence South 67 degrees 59 minutes 15 seconds West 200.42 feet to an iron pin; thence North 14 degrees 48 minutes 15 seconds West 145.07 feet to the Southeasterly right of way line of Southern Railway Company; thence in a Northeasterly direction along the curvature of the Southeasterly right of way of line of Southern Railway Company 347.96 feet; thence South 73 degrees 4 minutes East 75.32 feet to an iron pin on the Westerly side of Phelps Road, now known as Steel Road; thence Southwardly along the curvature of the Westerly side of Phelps Road, now known as Steel Road, 360.63 feet to the point of beginning.

Preparer makes no warranties or representations as to the status of the title to the property described herein, other than that the description has been properly prepared from the information provided to the preparer.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in FEE SIMPLE.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:


 (Notary Public)

 (SEAL)
TERRY UNDERWOOD



EXIHIBIT B MAP OF PROPERTY

