

NANCY PITTMAN
Clerk Superior Court, TOOMBS County,
Ga.
Bk 01426 Pg 0111-0118
Penalty: \$0.00
Interest: \$0.00
Participants: 5828103445

After Recording Return to:
B. C. Roberts Holdings, LLC
1722 Mount Vernon Road
Vidalia, GA 30474

CROSS-REFERENCE:
County: Toombs
Deed Book: 1329
Page(s): 25-26

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): B. C. Roberts Holdings, LLC
1722 Mount Vernon Road
Vidalia, GA 30474

Grantee/Holder with the power to enforce: B. C. Roberts Holdings, LLC
1722 Mount Vernon Road
Vidalia, GA 30474

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division
Address of Director's Office:
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 2.59 acres of real property located at 1722 Mount Vernon Road, Vidalia, Toombs County, Georgia, which is further

identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 4, 2020 to B. C. Roberts Holdings, LLC; such conveyance is recorded in Deed Book 1329, Pages 25-26, of the Toombs County deed records. The Property is located in the 51st District of Toombs County, Georgia.

The tax parcel(s) of the Property is C13D 109A 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 B. C. Roberts Holdings, 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 Ronnie L. Stewart Funeral Service Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
Response and Remediation Program
2 Martin Luther King, Jr. Dr. 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

- 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 B. C. Roberts Holdings, LLC to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, B. C. Roberts Holdings, 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, B.C. Roberts Holdings, LLC 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, B. C. Roberts Holdings, LLC 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. B. C. Roberts Holdings, LLC holds fee simple title to the Property.
- B. B. C. Roberts Holdings, 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 B. C. Roberts Holdings 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 B. C. Roberts Holdings, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which B. C. Roberts Holdings, LLC is a party or by which B. C. Roberts Holdings, LLC may be bound.
- D. B. C. Roberts Holdings, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;
- 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

B. C. Roberts Holdings, LLC

Brandon C. Roberts
(Signature)

Brandon C. Roberts

Authorized Member

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

David J. O'Connor

Unofficial Witness (print name)

State of Georgia
County of Toombs

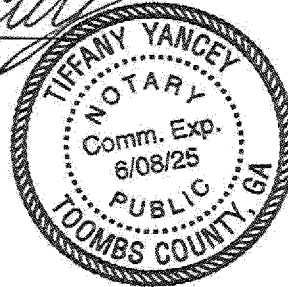
This instrument was signed or attested before
me this ___ day of _____, 2022, by
Brandon C. Roberts.

- Personally Known
- Produced Identification

Tiffany Yancey
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____



Grantee

B. C. Roberts Holdings, LLC

Brandon C. Roberts
(Signature)

Brandon C. Roberts

Authorized Member

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

Daniel J. O'Connor

Unofficial Witness (print name)

State of Georgia
County of Toombs

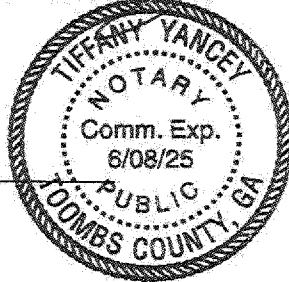
This instrument was signed or attested before
me this ___ day of _____, 2022, by
Brandon C. Roberts.

- Personally Known
- Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this 8th day of December, 2022:

R. Dunn
(Signature)
Richard Dunn
Director, Environmental Protection Division

Signed in the presence of:
LaQuetta Ferrell
Unofficial Witness (signature)
LAQUETTA FERRELL
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me this 8 day of December, 2022 by Richard Dunn.

Personally Known
 Produced Identification
Mawamohano Patterson
Notary Public (Signature)

My Commission Expires: April 27, 2025

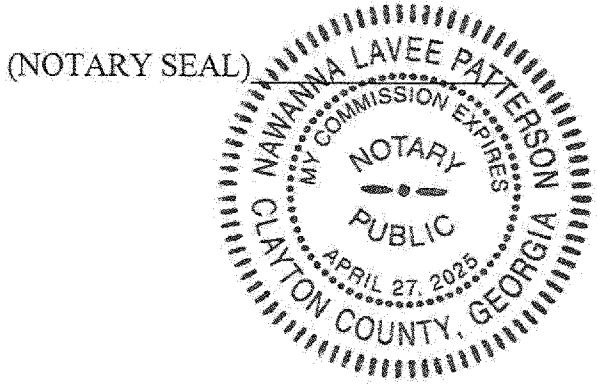


Exhibit A
Legal Description of Property

TRACT NUMBER ONE

All that tract or parcel of land situate, lying and being in the City of Vidalia, in the 51st G. M. District of Toombs County, Georgia, containing Two (2) acres, more or less, and being more particularly shown on a certain plat of survey prepared by Denean W. Dixon, Registered Surveyor, dated January 20, 1994, and recorded in Plat Book 25, page 335, in the Office of the Clerk of the Superior Court of Toombs County, Georgia, which plat and the record thereof are incorporated herein by reference and made a part of this description. Said tract is bounded, now or formerly, as follows: North by the right-of-way of US. Highway No. 280; East by land of the James F. Darby, Jr. Estate; South by land of Edward Herndon; and West by land of Edward Herndon. Said tract is the same tract as conveyed to Ronnie L. Stewart from Edward Herndon by warranty deed recorded on January 26, 1994, in Deed Book 371, page 236, Toombs County Deed Records.

TRACT NUMBER TWO

All that tract or parcel of land situate, lying and being in the City of Vidalia, in the 51st G. M. District of Toombs County, Georgia, containing 0.585 of an acre, more or less, and being more particularly shown on a certain plat of survey prepared by Leland H. Moss, Jr, Registered Surveyor, dated September 22, 1994, and recorded in Plat Book 25, page 507, in the Office of the Clerk of the Superior Court of Toombs County, Georgia, which plat and the record thereof is incorporated herein by reference and made a part of this description. Said tract is bounded, now or formerly, as follows: North by the right-of-way of U.S. Highway No. 280; East by land of Ronnie L. Stewart; South by land of Edward Herndon; and West by the right-of-way of Crestwood Drive. Said tract is the same tract as conveyed to Ronnie L. Stewart from Edward Herndon, by warranty deed, recorded on October 10, 1994, in Deed Book 388, page 218, Toombs County Deed Records.