

T. Mark Sandifer, Partner
Msandifer@mcd-r-law.com

MOORE CLARKE
DUVALL & RODGERS
ATTORNEYS AT LAW

3300 Fulwood Road
Post Office Box 7170
Tifton, Georgia 31793
Office: (229) 382-0037
Facsimile: (229) 382-2292

July 31, 2020

Via FedEx Next Day Air

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1456
Atlanta, GA 30334

Re: Environmental Covenants – Tifton Peanut Company #4, LLC

To Whom It May Concern:

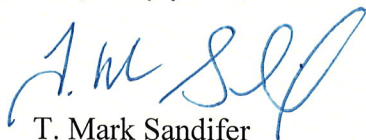
Find enclosed filed stamped copies of the Environmental Covenants which have now been recorded in the deed records of Tift County, Georgia for the following tracts:

Tax Parcel Number T061 015
Tax Parcel Number T061 020
Tax Parcel Number T061 021
Tax Parcel Number T061 022
Tax Parcel Number T061 026

The following verbiage was included in the cover letter of the Draft Environmental Covenant provided to the parties: *“Once the Environmental Covenant is executed and filed, a final copy will be posted on the Georgia EPD Website: <https://epd.georgia.gov/uniform-environmental-covenants> or can be made available to you upon request from the undersigned.”*

Please let me know if you have any questions.

Very truly yours,



T. Mark Sandifer

TMS/php
Encls.

eFiled & eRecorded
 DATE: 7/16/2020
 TIME: 11:18 AM
 DEED BOOK: 02086
 PAGE: 00367 - 00377
 RECORDING FEES: \$25.00
 PARTICIPANT ID: 7924938344
 CLERK: Clay Pate
 TIFT County, GA

After Recording Return to:
 Georgia Environmental Protection Division
 Land Protection Branch
 2 Martin Luther King Drive, SE
 Suite 1054 East
 Atlanta, Georgia 30334

CROSS-REFERENCE:
 County: Tift County
 Deed Book: 1977
 Page(s): 278
 Deed Book: 1987
 Page(s): 179

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, Jandell Enterprises, LLC (as a member of Tifton Peanut Company #4, LLC) and Tifton Peanut Company #4, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): Tifton Peanut Company #4, LLC
 225 Windy Hill Road
 Tifton, GA 31794

Jandell Enterprises, LLC
 31 Hickory Spring Church Road
 Tifton, GA 31793

Grantee/Holder with the power to enforce:

Tifton Peanut Company #4, LLC
 225 Windy Hill Road
 Tifton, GA 31794

Jandell Enterprises, LLC
 31 Hickory Spring Church Road
 Tifton, GA 31793

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

and

Additional Agency Overseer:

U.S. Environmental Protection Agency
 Region 4
 61 Forsyth Street, S.W.
 Atlanta, GA 30303

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a tract of approximately 7.84 acres of real property located at 844 East Golden Road, Tifton, Tift County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on August 2, 2018 to Tifton Peanut Company #4, LLC by quitclaim deed recorded in Deed Book 1977, Page 278, of the Tift County deed records and on September 28, 2018 by foreclosure deed under power of sale recorded in Deed Book 1987, Page 179 of the Tift County deed records. The Property is located in the 6th District of Tift County, Georgia.

Tax Parcel Number:

T061 015 of Tift 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 Tifton Peanut Company #4, LLC, Jandell Enterprises, LLC, EPD, EPA, 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 and/or being performed at the Marzone/Chevron Site. Records pertaining to this corrective action are available at the following location(s):

Superfund Records Center
U.S. EPA, Region 4
Atlanta, GA 30303

And

Tifton-Tift County Library
245 Love Avenue
Tifton, Georgia 31794

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10056 and has been designated as needing corrective action due to 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. No Groundwater Use.
- B. Prohibit private well installation on the Property for irrigation or consumption purposes.
- C. Avoid performing any activities or constructing any structures that will or may interfere with EPA's investigation or cleanup or exacerbate contaminated conditions at the Site.

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 EPA. 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, EPA, and Tifton Peanut Company #4, LLC 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, EPA 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, Tifton Peanut Company #4, 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, Tifton Peanut Company #4, 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. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, represents and warrants that all of the following are true and correct:

- A. Tifton Peanut Company #4, LLC holds fee simple title to the Property.
- B. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by it within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, do not know of any anticipated material change in the practices, ownership, or authority of Tifton Peanut Company #4, LLC, and Jandell Enterprises, 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 Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC are parties or by which Tifton Peanut Company #4, LLC and Jandell Enterprises, LLC 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, Tifton Peanut Company #4, LLC 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:

Carol Monell
Director, Superfund Division
United States Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Tifton Peanut Company #4, LLC
c/o T. Mark Sandifer
3300 Fulwood Road
Tifton, GA 31794

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.

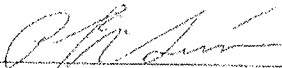
Effective Date

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).

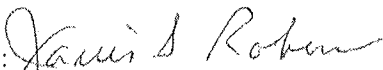
Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Covenants Act, on the 27th day of April, 2020.

GRANTOR/GRANTEES:

TIFTON PEANUT COMPANY #4, LLC,
A Georgia limited liability company

 LS
Philip Grimes, Member

JANDELL ENTERPRISES, LLC,
A Georgia limited liability company, Member

By: 
Janis S. Roberson, Co-Trustee

By: 
Justin Terrell Roberson, Co-Trustee


By: 
Thomas Sidney Roberson, Co-Trustee

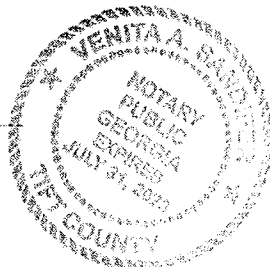
*Co-Trustees of the Janis S. Roberson Marital Trust,
Majority Member*

Signed, sealed and delivered on this
27th day of April, 2020,
in the presence of:


First Witness: Unofficial Witness
T. Mark Sandifer


Second Witness: Unofficial Witness
Phyllis H. Pilkinton


Third Witness: Notary Public
Commission Expiration Date:
(Seal)



GRANTEE:

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

R. E. Dunn
(Signature)
Richard E. Dunn, Director

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

[Print Name]
Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

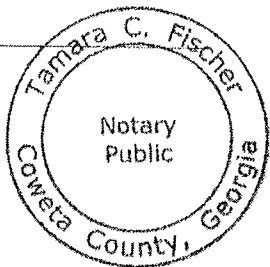
State of Georgia
County of Fulton

This instrument was acknowledged before
me this 27 day of May, 2020 by

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



ADDITIONAL AGENCY OVERSEER:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Carol J Monell
(Signature)

Carol J. Monell
Director, Superfund Division
U.S. Environmental Protection Agency,
Region 4

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Tulter

This instrument was acknowledged before
me this 29th day of June, 2020,
by Carol J. Monell

Shannon L. Richardson
Notary Public (Signature)

My Commission Expires: 8/15/2023

(NOTARY SEAL) _____

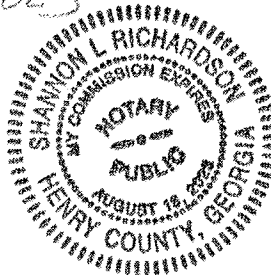
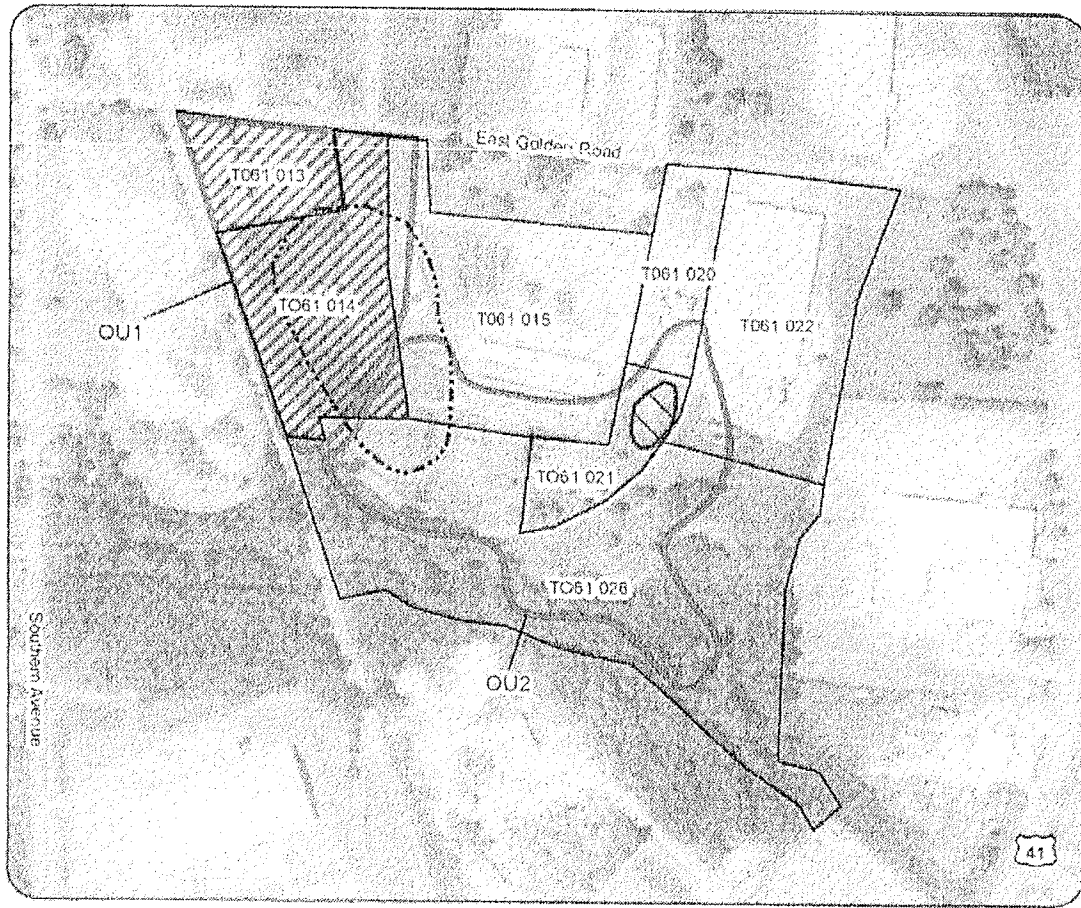


Exhibit A
Legal Description of Property

BEGINNING at a point where the South right of way of Golden Road intersects with the East right of way line of the GS&F Railroad and running thence South 86 degrees 30 minutes East along the Southern edge of the right of way of Golden Road a distance of 490.33 feet to a stake which is the beginning point; running thence South 86 degrees 30 minutes East a distance of 120.33 feet to a stake; thence running South 02 degrees 30 minutes west a distance of 135 feet to a stake; thence running South 86 degrees 30 minutes East a distance of 508 feet to a stake; thence running South 07 degrees 37 minutes West a distance of 570 feet to a stake; thence running North 86 degrees 30 minutes West a distance of 499.75 feet to a stake; thence running North 08 degrees 07 minutes West a distance of 382.36 feet to a stake; thence running North 1 degree 14 minutes East a distance of 329.24 feet to the point and place of beginning, said tract containing 7.84 acres, more or less, and being that tract of land shown as Tract II of a survey for G.L. Slack and E.J. Riddle prepared by Gibbs and Harper Surveying Co. dated May 27, 1985, and recorded at Plat Book 16, page 142 in the Office of the Clerk of Superior Court of Tift County, Georgia [T061-015 SCTC 14].

Exhibit B
Map of Property



eFiled & eRecorded
DATE: 7/16/2020
TIME: 11:18 AM
DEED BOOK: 02086
PAGE: 00378 - 00388
RECORDING FEES: \$25.00
PARTICIPANT ID: 7924938344
CLERK: Clay Pate
TIFT County, GA

After Recording Return to:
Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

CROSS-REFERENCE:
County: Tift County
Deed Book: 1977
Page(s): 278
Deed Book: 1987
Page 179

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, Jandell Enterprises, LLC (as a member of Tifton Peanut Company #4, LLC) and Tifton Peanut Company #4, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): Tifton Peanut Company #4, LLC
225 Windy Hill Road
Tifton, GA 31794

Jandell Enterprises, LLC
31 Hickory Spring Church Road
Tifton, GA 31793

Grantee/Holder with the power to enforce: Tifton Peanut Company #4, LLC
225 Windy Hill Road
Tifton, GA 31794

Jandell Enterprises, LLC
31 Hickory Spring Church Road
Tifton, GA 31793

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

and

Additional Agency Overseer: U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a tract of approximately 1.79 acres of real property located at East Golden Road, Tifton, Tift County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on August 2, 2018 to Tifton Peanut Company #4, LLC by quitclaim deed recorded in Deed Book 1977, Page 278, of the Tift County deed records and on September 28, 2018 by foreclosure deed under power of sale recorded in Deed Book 1987, Page 179 of the Tift County deed records. The Property is located in the 6th District of Tift County, Georgia.

Tax Parcel Number:

T061 020 of Tift 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 Tifton Peanut Company #4, LLC, Jandell Enterprises, LLC, EPD, EPA, 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 and/or being performed at the Marzone/Chevron Site. Records pertaining to this corrective action are available at the following location(s):

Superfund Records Center
U.S. EPA, Region 4
Atlanta, GA 30303

And

Tifton-Tift County Library
245 Love Avenue
Tifton, Georgia 31794

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10056 and has been designated as needing corrective action due to 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. No Groundwater Use.
- B. Prohibit private well installation on the Property for irrigation or consumption purposes.
- C. Avoid performing any activities or constructing any structures that will or may interfere with EPA's investigation or cleanup or exacerbate contaminated conditions at the Site.

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 EPA. 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, EPA, and Tifton Peanut Company #4, LLC 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, EPA 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, Tifton Peanut Company #4, 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, Tifton Peanut Company #4, 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. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, represents and warrants that all of the following are true and correct:

- A. Tifton Peanut Company #4, LLC holds fee simple title to the Property.
- B. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by it within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, do not know of any anticipated material change in the practices, ownership, or authority of Tifton Peanut Company #4, LLC, and Jandell Enterprises, 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 Tifton Peanut Company #4,

LLC, and Jandell Enterprises, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC are parties or by which Tifton Peanut Company #4, LLC and Jandell Enterprises, LLC 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, Tifton Peanut Company #4, LLC 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:

Carol Monell
Director, Superfund Division
United States Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Tifton Peanut Company #4, LLC
c/o T. Mark Sandifer
3300 Fulwood Road
Tifton, GA 31794

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).

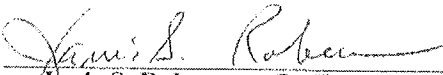
Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Covenants Act, on the 27th day of April, 2020.

GRANTOR/GRANTEES:

TIFTON PEANUT COMPANY #4, LLC,
A Georgia limited liability company

 LS
Philip Grimes, Member

JANDELL ENTERPRISES, LLC,
A Georgia limited liability company, Member

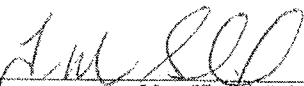
By: 
Janis S. Roberson, Co-Trustee

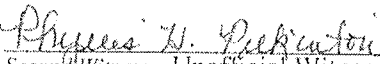
By: 
Justin Terrell Roberson, Co-Trustee


By: 
Thomas Sidney Roberson, Co-Trustee

*Co-Trustees of the Janis S. Roberson Marital Trust,
Majority Member*

Signed, sealed and delivered on this
27th day of April, 2020,
in the presence of:


First Witness: Unofficial Witness
T. Mark Sandifer


Second Witness: Unofficial Witness
Phyllis H. Pilkinton


Third Witness: Notary Public
Commission Expiration Date:
(Seal)



GRANTEE:

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn
(Signature)
Richard E. Dunn, Director

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Andrzej J. Jankowski
Unofficial Witness (print name)

Unofficial Witness (signature)

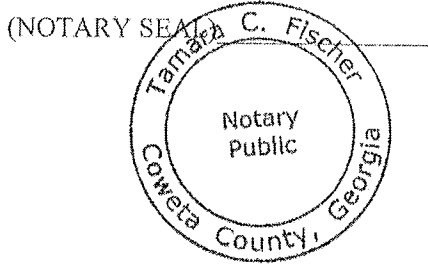
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was acknowledged before
me this 27 day of May, 2020 by

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022



ADDITIONAL AGENCY OVERSEER:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Carol J. Monell
(Signature)

Carol J. Monell
Director, Superfund Division
U.S. Environmental Protection Agency,
Region 4

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was acknowledged before
me this 29th day of June, 2022,
by Carol J. Monell

Shannon L. Richardson
Notary Public (Signature)

My Commission Expires: 8/15/2022

(NOTARY SEAL) _____

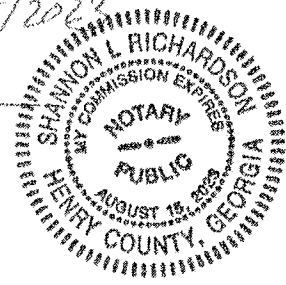
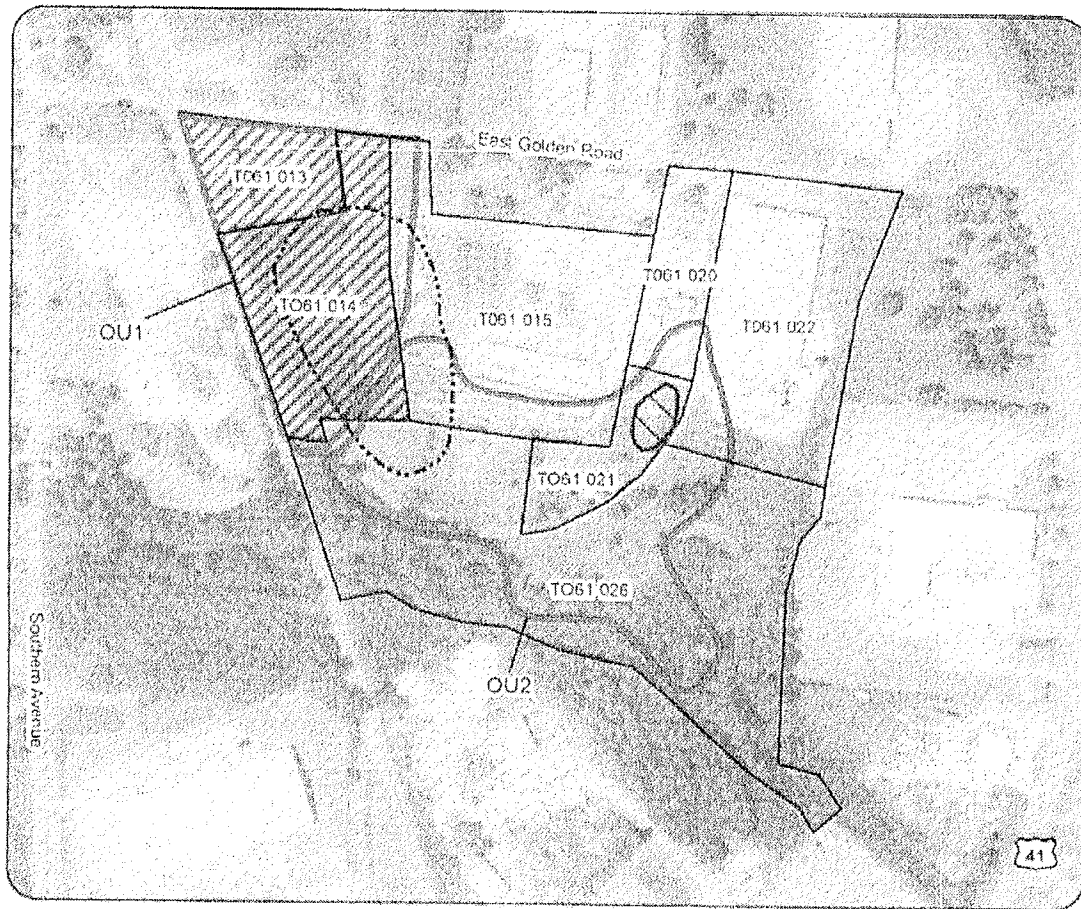


Exhibit A
Legal Description of Property

TRACT 1: 1.79 acres, more or less, in Land Lot 356 in the 6th Land District in Tift County, Georgia, described as follows: TO OBTAIN the point of beginning, COMMENCE at the intersection of the centerline of Golden Road with the centerline of U.S. Highway 41; thence along the centerline of Golden Road North 84 degrees 45 minutes West 511.08 feet; thence South 9 degrees 32 minutes West 30.08 feet to the South right of way line of Golden Road; thence along the South right of way line of Golden Road North 84 degrees 45 minutes West 350 feet to the point of beginning of the tract conveyed hereby; thence South 9 degrees 32 minutes West 519.97 feet to an iron pin; thence South 84 degrees 45 minutes East 145 feet, more or less, to the center of a railroad spur track; thence Northward along the center of such railroad spur track to its termination point and thence continuing Northward along an extension of the center of such spur track to the point where it would intersect with the South right of way line of Golden Road (the total distance along the center of such railroad spur track and extension being 525 feet, more or less); thence along the South right of way line of Golden Road North 84 degrees 45 minutes West 155 feet, more or less, to the point of beginning, and being the Westernmost portion of that tract of land shown upon a plat of survey entitled "Survey for Jack Calhoun" made by Tommy R. Taylor, Surveyor, February 28, 1977 and recorded in Plat Book 11, on Page 247 in the Office of the Clerk of the Superior Court of Tift County.

Exhibit B
Map of Property



eFiled & eRecorded
DATE: 7/16/2020
TIME: 11:18 AM
DEED BOOK: 02087
PAGE: 00001 - 00011
RECORDING FEES: \$25.00
PARTICIPANT ID: 7924938344
CLERK: Clay Pate
Tift County, GA

After Recording Return to:
Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

CROSS-REFERENCE:
County: Tift County
Deed Book: 2009
Page(s): 326

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, Jandell Enterprises, LLC (as a member of Tifton Peanut Company #4, LLC) and Tifton Peanut Company #4, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): Tifton Peanut Company #4, LLC
225 Windy Hill Road
Tifton, GA 31794

Jandell Enterprises, LLC
31 Hickory Spring Church Road
Tifton, GA 31793

Grantee/Holder with the power to enforce: Tifton Peanut Company #4, LLC
225 Windy Hill Road
Tifton, GA 31794

Jandell Enterprises, LLC
31 Hickory Spring Church Road
Tifton, GA 31793

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

and

Additional Agency Overseer: U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a tract of approximately 1.396 acres of real property located at East Golden Road, Tifton, Tift County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on March 15, 2019 to Tifton Peanut Company #4, LLC by executor's deed recorded in Deed Book 2009, Page 326, of the Tift County deed records. The Property is located in the 6th District of Tift County, Georgia.

Tax Parcel Number:

T061 021 of Tift 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 Tifton Peanut Company #4, LLC, Jandell Enterprises, LLC, EPD, EPA, 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 and/or being performed at the Marzone/Chevron Site. Records pertaining to this corrective action are available at the following location(s):

Superfund Records Center
U.S. EPA, Region 4
Atlanta, GA 30303

And

Tifton-Tift County Library
245 Love Avenue
Tifton, Georgia 31794

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10056 and has been designated as needing corrective action due to 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. No Groundwater Use.
- B. Prohibit private well installation on the Property for irrigation or consumption purposes.
- C. Avoid performing any activities or constructing any structures that will or may interfere with EPA's investigation or cleanup or exacerbate contaminated conditions at the Site.

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 EPA. 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, EPA, and Tifton Peanut Company #4, LLC 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, EPA 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, Tifton Peanut Company #4, 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, Tifton Peanut Company #4, 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. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, represents and warrants that all of the following are true and correct:

- A. Tifton Peanut Company #4, LLC holds fee simple title to the Property.
- B. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by it within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, do not know of any anticipated material change in the practices, ownership, or authority of Tifton Peanut Company #4, LLC, and Jandell Enterprises, 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 Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC are parties or by

which Tifton Peanut Company #4, LLC and Jandell Enterprises, LLC 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, Tifton Peanut Company #4, LLC 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:

Carol Monell
Director, Superfund Division
United States Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Tifton Peanut Company #4, LLC
c/o T. Mark Sandifer
3300 Fulwood Road
Tifton, GA 31794

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 has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Covenants Act, on the 27th day of April, 2020.

GRANTOR/GRANTEES:

TIFTON PEANUT COMPANY #4, LLC,
A Georgia limited liability company

 LS
Philip Grimes, Member

JANDELL ENTERPRISES, LLC,
A Georgia limited liability company, Member

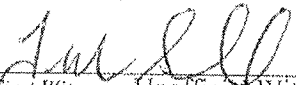
By: 
Janis S. Roberson, Co-Trustee

By: 
Justin Terrell Roberson, Co-Trustee


By: 
Thomas Sidney Roberson, Co-Trustee

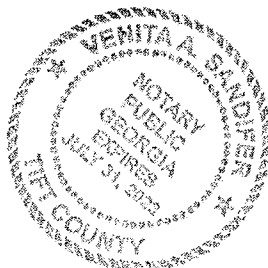
*Co-Trustees of the Janis S. Roberson Marital Trust,
Majority Member*

Signed, sealed and delivered on this
27th day of April, 2020,
in the presence of:


First Witness: Unofficial Witness
T. Mark Sandifer


Second Witness: Unofficial Witness
Phyllis H. Pilkinton


Third Witness: Notary Public
Commission Expiration Date:
(Seal)



GRANTEE:

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn
(Signature)
Richard E. Dunn, Director

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Andronicki Dorsay
Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

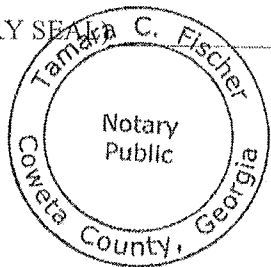
State of Georgia
County of Fulton

This instrument was acknowledged before
me this 27 day of may, 2020 by

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL) _____



ADDITIONAL AGENCY OVERSEER:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Carol J. Monell
(Signature)

Carol J. Monell
Director, Superfund Division
U.S. Environmental Protection Agency,
Region 4

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Spalding

This instrument was acknowledged before
me this 29th day of June, 2020,
by Carol J. Monell

Shannon L. Richardson
Notary Public (Signature)

My Commission Expires: 8/15/2023

(NOTARY SEAL) _____

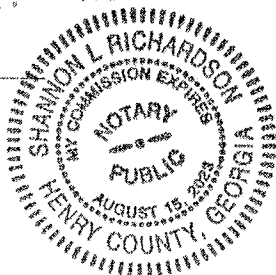
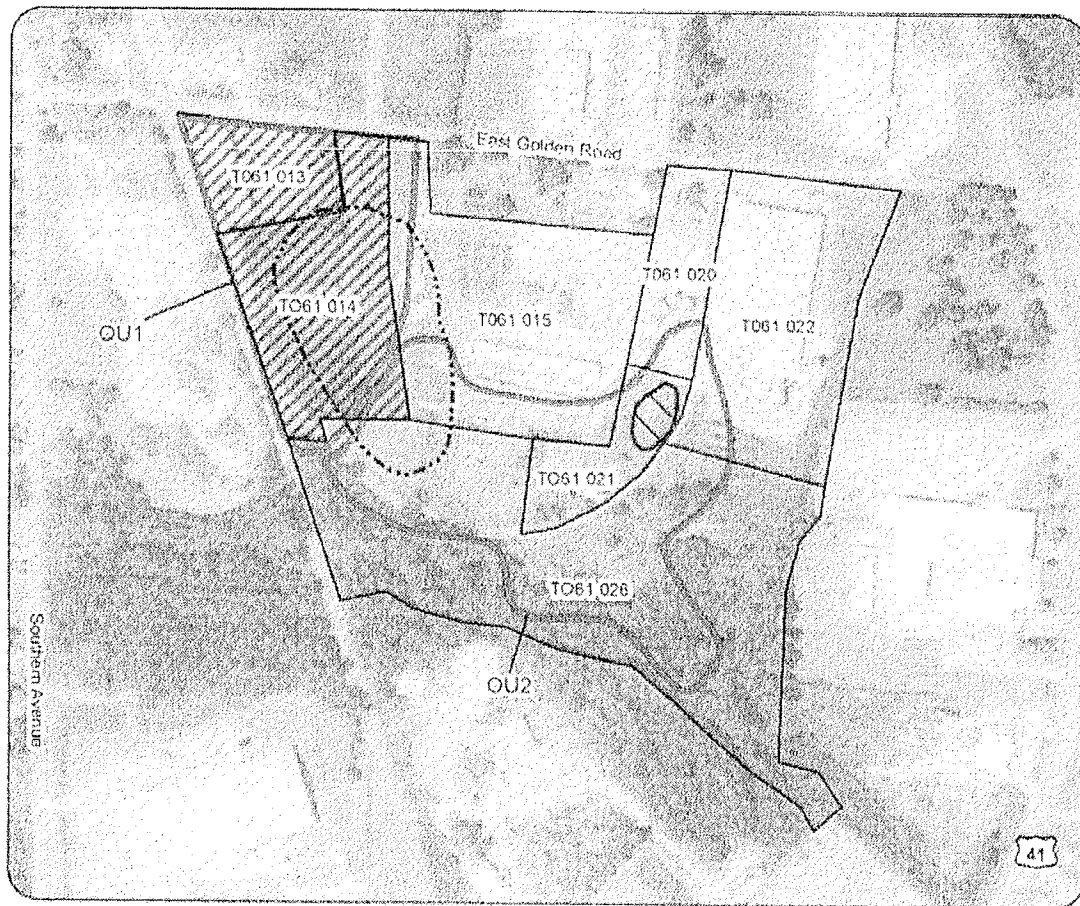


Exhibit A
Legal Description of Property

All that certain tract or parcel of land lying and being in Land Lot 356 of the Sixth Land District of Tift County, Georgia, being all of **Tract 1**, containing **1.396 acres**, more or less, and more particularly described according to that plat of survey entitled "*Survey and Plat for: Tifton Peanut Company*" prepared by Sunbelt Surveyors, Inc., Roger A. Medders, Georgia Registered Surveyor No. 2353, surveyed on October 10, 2018, said Plat being recorded March 8, 2019, in Plat Book 44, page 159, in the Office of the Clerk of Tift Superior Court, Tift County, Georgia, said plat and description thereon being by reference incorporated herein.

Exhibit B
Map of Property



eFiled & eRecorded
DATE: 7/16/2020
TIME: 11:18 AM
DEED BOOK: 02087
PAGE: 00012 - 00022
RECORDING FEES: \$25.00
PARTICIPANT ID: 7924938344
CLERK: Clay Pate
TIFT County, GA

After Recording Return to:
Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

CROSS-REFERENCE:

County: Tift County
Deed Book: 1977
Page(s): 278
Deed Book: 1987
Page(s): 339

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, Jandell Enterprises, LLC (as a member of Tifton Peanut Company #4, LLC) and Tifton Peanut Company #4, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s):

Tifton Peanut Company #4, LLC
225 Windy Hill Road
Tifton, GA 31794

Jandell Enterprises, LLC
31 Hickory Spring Church Road
Tifton, GA 31793

Grantee/Holder with the power to enforce:

Tifton Peanut Company #4, LLC
225 Windy Hill Road
Tifton, GA 31794

Jandell Enterprises, LLC
31 Hickory Spring Church Road
Tifton, GA 31793

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

and

Additional Agency Overseer:

U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a tract of approximately 5.53 acres of real property located at 844 East Golden Road, Tifton, Tift County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on August 2, 2018 to Tifton Peanut Company #4, LLC by quitclaim deed recorded in Deed Book 1977, Page 278, of the Tift County deed records and on September 28, 2018 by foreclosure deed under power of sale recorded in Deed Book 1987, Page 339 of the Tift County deed records. The Property is located in the 6th District of Tift County, Georgia.

Tax Parcel Number:

T061 022 of Tift 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 Tifton Peanut Company #4, LLC, Jandell Enterprises, LLC, EPD, EPA, 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 and/or being performed at the Marzone/Chevron Site. Records pertaining to this corrective action are available at the following location(s):

Superfund Records Center
U.S. EPA, Region 4
Atlanta, GA 30303

And

Tifton-Tift County Library
245 Love Avenue
Tifton, Georgia 31794

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10056 and has been designated as needing corrective action due to 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. No Groundwater Use.
- B. Prohibit private well installation on the Property for irrigation or consumption purposes.
- C. Avoid performing any activities or constructing any structures that will or may interfere with EPA's investigation or cleanup or exacerbate contaminated conditions at the Site.

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 EPA. 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, EPA, and Tifton Peanut Company #4, LLC 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, EPA 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, Tifton Peanut Company #4, 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, Tifton Peanut Company #4, 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. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, represents and warrants that all of the following are true and correct:

- A. Tifton Peanut Company #4, LLC holds fee simple title to the Property.
- B. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by it within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, do not know of any anticipated material change in the practices, ownership, or authority of Tifton Peanut Company #4, LLC, and Jandell Enterprises, 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 Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC are parties or by which Tifton Peanut Company #4, LLC and Jandell Enterprises, LLC 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, Tifton Peanut Company #4, LLC 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:

Carol Monell
Director, Superfund Division
United States Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Tifton Peanut Company #4, LLC
c/o T. Mark Sandifer
3300 Fulwood Road
Tifton, GA 31794

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 has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Covenants Act, on the 27th day of April, 20 20.

GRANTOR/GRANTEES:

TIFTON PEANUT COMPANY #4, LLC,
A Georgia limited liability company

[Signature] LS
Philip Grimes, Member

JANDELL ENTERPRISES, LLC,
A Georgia limited liability company, Member

By: [Signature]
Janis S. Roberson, Co-Trustee

By: [Signature]
Justin Terrell Roberson, Co-Trustee

By: [Signature]
Thomas Sidney Roberson, Co-Trustee

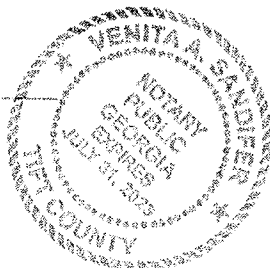
*Co-Trustees of the Janis S. Roberson Marital Trust,
Majority Member*

Signed, sealed and delivered on this
27th day of April, 2020,
in the presence of:

[Signature]
First Witness: Unofficial Witness
T. Mark Sandifer

[Signature]
Second Witness: Unofficial Witness
Phyllis H. Pilkinton

[Signature]
Third Witness: Notary Public
Commission Expiration Date:
(Seal)



GRANTEE:

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn
(Signature)
Richard E. Dunn, Director

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Andrew K. Borsari
Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

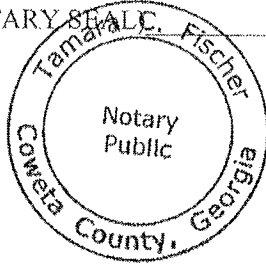
State of Georgia
County of Fulton

This instrument was acknowledged before
me this 27 day of May, 2020 by
_____.

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



ADDITIONAL AGENCY OVERSEER:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Carol J. Monell
(Signature)

Carol J. Monell
Director, Superfund Division
U.S. Environmental Protection Agency,
Region 4

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was acknowledged before
me this 27th day of June, 2020,
by Carol J. Monell

Shannon L. Richardson
Notary Public (Signature)

My Commission Expires: 8/15/2023

(NOTARY SEAL) _____

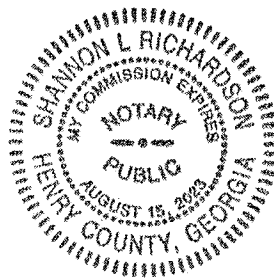
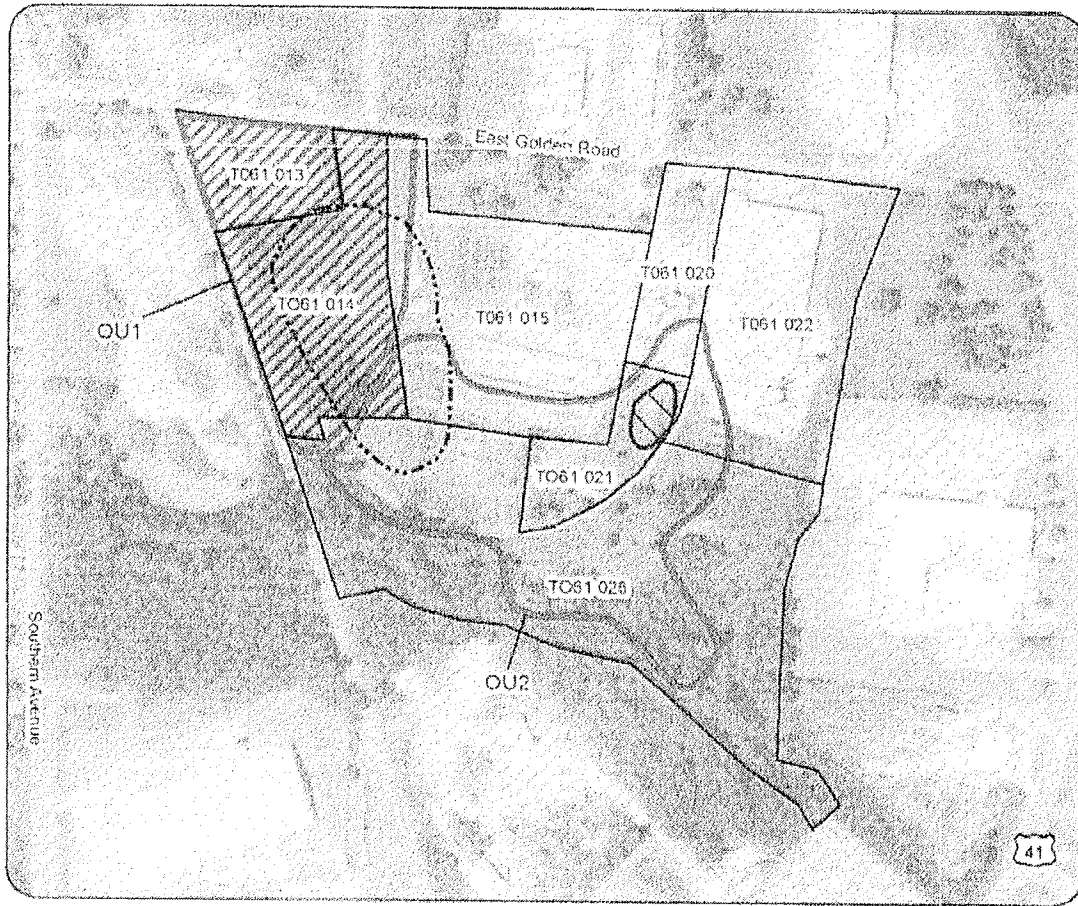


Exhibit A
Legal Description of Property

TRACT 1: 2.38 acres, more or less, in Land Lot 356 in the 6th Land District in Tift County, Georgia, described as follows: To obtain the point of beginning, commence at the intersection of the centerline of Golden Road with the centerline of U.S. Highway 41; thence along the centerline of Golden Road North 84 degrees 45 minutes West 511.08 feet; thence South 9 degrees 32 minutes West 30.08 feet to the point of beginning on the South right of way line of Golden Road; thence South 9 degrees 32 minutes West 519.97 feet; thence North 84 degrees 45 minutes West 205 feet, more or less, to the center of a railroad spur track; thence Northward along the center of such railroad spur track to its termination point, and thence continuing Northward along an extension of the center of such spur track to the point where it would intersect with the South right of way line of Golden Road (the total distance along the center of such railroad spur track and extension being 525 feet, more or less); thence along the South right of way line of Golden Road South 84 degrees 45 minutes East 195 feet, more or less, to the point of beginning and being the easternmost portion of that tract of land shown upon a plat of survey entitled "Survey for Jack Calhoun" made by Tommy R. Taylor, Surveyor, February 28, 1977, and recorded in Plat Book 11 on Page 247 in the Office of the Clerk of the Superior Court of Tift County.

TRACT 2: 3.14 acres in Land Lot 356 in the 6th Land District in Tift County, Georgia, described as follows: To obtain the point of beginning, commence at the intersection of the centerline of Golden Road with the centerline of U. S. Highway 41, thence along the centerline of Golden Road North 84 degrees 45 minutes West 511.08 feet; thence South 9 degrees 32 minutes West 30.08 feet to the South right of way line of Golden Road and the point of beginning of the land conveyed hereby; thence along the South right of way line of Golden Road South 84 degrees 45 minutes East 214.60 feet to the run of a branch; thence along the run of said branch South 43 degrees 07 minutes West 109.85 feet, South 24 degrees 23 minutes West 164.48 feet, South 3 degrees 57 minutes West 273.23 feet and South 17 degrees 32 minutes West 195.95 feet; thence North 84 degrees 44 minutes West 362.14 feet to the center of a 25 foot wide railroad spur track; thence along the centerline of said railroad spur track North 42 degrees 39 minutes East 1.27 feet; thence continuing along the centerline of said railroad spur track a chord bearing and distance of North 25 degrees 15 minutes East 199.12 feet; thence South 84 degrees 45 minutes East 196.65 feet; thence North 9 degrees 32 minutes East 519.97 feet to the point of beginning, as shown upon a plat of survey thereof entitled "Survey for James Newton" made by Tommy R. Taylor, Surveyor, March 9, 1978, revised April 1, 1978, recorded in Plat Book 12 on Page 45 in the Office of the Clerk of the Superior Court of Tift County, Georgia.

Exhibit B
Map of Property



eFiled & eRecorded
 DATE: 7/16/2020
 TIME: 11:18 AM
 DEED BOOK: 02087
 PAGE: 00023 - 00033
 RECORDING FEES: \$25.00
 PARTICIPANT ID: 7924938344
 CLERK: Clay Pate
 TIFT County, GA
 Division

After Recording Return to:
 Georgia Environmental Protection
 Land Protection Branch
 2 Martin Luther King Drive, SE
 Suite 1054 East
 Atlanta, Georgia 30334

CROSS-REFERENCE:
 County: Tift County
 Deed Book: 2067
 Page(s): 315

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, Jandell Enterprises, LLC (as a member of Tifton Peanut Company #4, LLC) and Tifton Peanut Company #4, LLC as set forth herein.

Fee Simple Owner(s)/Grantor(s): Tifton Peanut Company #4, LLC
 225 Windy Hill Road
 Tifton, GA 31794

Jandell Enterprises, LLC
 31 Hickory Spring Church Road
 Tifton, GA 31793

Grantee/Holder with the power to enforce: Tifton Peanut Company #4, LLC
 225 Windy Hill Road
 Tifton, GA 31794

Jandell Enterprises, LLC
 31 Hickory Spring Church Road
 Tifton, GA 31793

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

and

Additional Agency Overseer: U.S. Environmental Protection Agency
 Region 4
 61 Forsyth Street, S.W.
 Atlanta, GA 30303

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a tract of approximately 8.81 acres of real property located at 844 East Golden Road, Tifton, Tift County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on March 26, 2020 to Tifton Peanut Company #4, LLC by Warranty Deed recorded in Deed Book 2067, Page 315, of the Tift County deed records. The Property is located in the 6th District of Tift County, Georgia.

Tax Parcel Number:

T061 026 of Tift 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 Tifton Peanut Company #4, LLC, Jandell Enterprises, LLC, EPD, EPA, 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 and/or being performed at the Marzone/Chevron Site. Records pertaining to this corrective action are available at the following location(s):

Superfund Records Center
U.S. EPA, Region 4
Atlanta, GA 30303

And

Tifton-Tift County Library
245 Love Avenue
Tifton, Georgia 31794

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10056 and has been designated as needing corrective action due to 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. No Groundwater Use.
- B. Prohibit private well installation on the Property for irrigation or consumption purposes.
- C. Avoid performing any activities or constructing any structures that will or may interfere with EPA's investigation or cleanup or exacerbate contaminated conditions at the Site.

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 EPA. 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, EPA, and Tifton Peanut Company #4, LLC 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, EPA 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, Tifton Peanut Company #4, 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, Tifton Peanut Company #4, 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. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, represents and warrants that all of the following are true and correct:

- A. Tifton Peanut Company #4, LLC holds fee simple title to the Property.
- B. Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC, have the authority to enter into this Environmental Covenant, have the authority to grant any rights granted by it within, have the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, do not know of any anticipated material change in the practices, ownership, or authority of Tifton Peanut Company #4, LLC, and Jandell Enterprises, 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 Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Tifton Peanut Company #4, LLC, and Jandell Enterprises, LLC are parties or by

which Tifton Peanut Company #4, LLC and Jandell Enterprises, LLC 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, Tifton Peanut Company #4, LLC 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:

Carol Monell
Director, Superfund Division
United States Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Tifton Peanut Company #4, LLC
c/o T. Mark Sandifer
3300 Fulwood Road
Tifton, GA 31794

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 has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Covenants Act, on the 27th day of April, 2020.


GRANTOR/GRANTEES:

TIFTON PEANUT COMPANY #4, LLC,
A Georgia limited liability company

 LS
Philip Grimes, Member

JANDELL ENTERPRISES, LLC,
A Georgia limited liability company, Member

By: 
Janis S. Roberson, Co-Trustee

By: 
Justin Terrell Roberson, Co-Trustee


By: 
Thomas Sidney Roberson, Co-Trustee

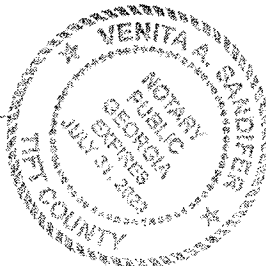
*Co-Trustees of the Janis S. Roberson Marital Trust,
Majority Member*

Signed, sealed and delivered on this
27th day of April, 2020,
in the presence of:


First Witness: Unofficial Witness
T. Mark Sandifer


Second Witness: Unofficial Witness
Phyllis H. Pilkinton


Third Witness: Notary Public
Commission Expiration Date:
(Seal)



GRANTEE:

STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn
(Signature)
Richard E. Dunn, Director

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Andronick, Darsen
Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

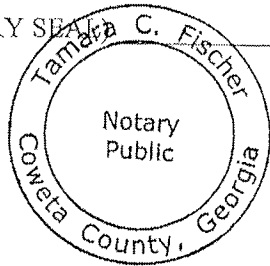
State of Georgia
County of Fulton

This instrument was acknowledged before
me this 27 day of May, 2020 by
_____.

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL) _____



ADDITIONAL AGENCY OVERSEER:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Carol J. Monell
(Signature)

Carol J. Monell
Director, Superfund Division
U.S. Environmental Protection Agency,
Region 4

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of DeKalb

This instrument was acknowledged before
me this 29th day of June, 2020
by Carol J. Monell

Shannon L. Richardson
Notary Public (Signature)

My Commission Expires: 8/15/2023

(NOTARY SEAL) _____

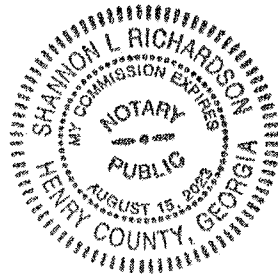


Exhibit A
Legal Description of Property

All that certain tract or parcel of land lying and being in Land Lot 356 of the 6th Land District of Tift County, Georgia, and being more particularly described as follows: To obtain the point of beginning, commence at the intersection of the centerline of Golden Road with the centerline of U.S. Highway 41 and travel thence along the centerline of Golden Road north 84 degrees 45 minutes west 511.08 feet; thence travel south 09 degrees 32 minutes west 30.08 feet to a point on the south right-of-way line of Golden Road; thence travel south 84 degrees 45 minutes east 214.6 feet along the south right-of-way line of Golden Road; thence travel south 43 degrees 07 minutes west 109.85 feet; thence travel south 24 degrees 23 minutes west 164.48 feet; thence travel south 03 degrees 57 minutes west 273.23 feet; thence travel south 17 degrees 32 minutes west 195.95 feet to the point or place of beginning of the tract herein described. From said beginning point travel south 17 degrees 32 minutes west 403.1 feet; thence travel south 05 degrees 19 minutes east 158.32 feet; thence travel north 63 degrees 16 minutes west 515.35 feet; thence travel north 82 degrees 12 minutes west 312 feet; thence travel north 75 degrees 27 minutes west 203.8 feet; thence travel south 73 degrees 34 minutes west 65.17 feet to the east right-of-way line of the Southern Railroad right-of-way; thence travel north 18 degrees 17 minutes west 277.03 feet along the east right-of-way line of the Southern Railroad right-of-way; thence travel south 84 degrees 44 minutes east 288.7 feet; thence travel north 18 degrees 46 minutes west 86.3 feet; thence travel south 84 degrees 44 minutes east 330.47 feet; thence travel south 04 degrees 02 minutes west 205.7 feet to the centerline of a 25 foot spur easement; thence travel north 77 degrees 11 minutes east 46.2 feet along the centerline of the aforementioned 25 foot spur easement; thence travel north 67 degrees 43 minutes east 100 feet along the centerline of the aforementioned 25 foot spur easement; thence travel north 54 degrees 37 minutes east 100 feet along the centerline of the aforementioned spur easement; thence travel north 42 degrees 39 minutes east 98.73 feet along the centerline of the aforementioned easement; thence travel north 84 degrees 44 minutes west 362.14 feet to the point or place of beginning of the tract herein described. Said tract of land **contains 8.81 acres** and is more particularly described according to that plat of survey entitled "Survey for James Newton" prepared by Tommy R. Taylor, Registered Land Surveyor, on March 9, 1978, said plat being revised on April 1, 1978 and recorded in Plat Book 28, Page 65, in the office of the Clerk of Tift Superior Court and being by reference incorporated herein.

Exhibit B
Map of Property

