

eFiled & eRecorded
DATE: 12/21/2022
TIME: 2:53 PM
DEED BOOK: 01016
PAGE: 00464 - 00474
RECORDING FEES: \$25.00

After Recording Return to:
Kevin R. Hurt
Law Office of Kevin R. Hurt, P.C.
570 Thomaston Street
Zebulon, Georgia 30295

CROSS-REFERENCE:
PARTICIPANT ID: 2442845834
CLERK: Kyemeshia T. Gibson
Meriwether County, GA
County: Meriwether
Deed Book: 180
Page(s): 106

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD and Oxford Industries, Inc., as set forth herein.

Fee Simple Owner/Grantor:

City of Greenville, Georgia
100 N. Depot Street
Greenville, Georgia 30222

Grantee/Holder with the power to enforce:

Oxford Industries, Inc.
999 Peachtree Street, N.E.
Atlanta, Georgia 30309

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 26.7 acres of real property located in Greenville, Meriwether County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property is located in Land Lot 168 of the 8th District of Meriwether County, Georgia.

The tax parcel identification number for the Property is 102 030 of Meriwether 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 The City of Greenville 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 former Lanier Clothes facility. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Branch, Voluntary Remediation Program
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations. The Property is subject to the following activity and/or 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.

- 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.
- 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 and Enforcement

Authorized representatives of EPD and Oxford Industries, Inc., 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, Oxford Industries, Inc., and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Oxford Industries, Inc., 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, Oxford Industries, Inc., 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). The City of Greenville represents and warrants that all of the following are true and correct:

- The City of Greenville holds fee simple title to the Property.
- The City of Greenville 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 the City of Greenville that will alter this representation and warranty.

- 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 The City of Greenville nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which The City of Greenville is a party or by which The City of Greenville may be bound.
- There are no persons with existing interests other than fee simple in the Property.
- 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.
- At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Oxford Industries, Inc., 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:

Oxford Industries, Inc.
999 Peachtree Street, N.E.
Atlanta, Georgia 30309

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



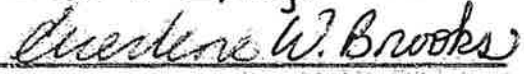
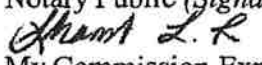
Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

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

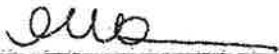
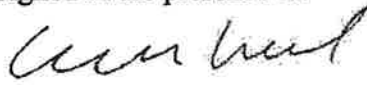
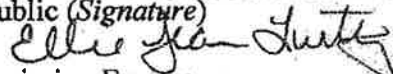
City of Greenville, Georgia

| | |
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|  (Signature) Charlene R. Glover Mayor | Signed in the presence of: Unofficial Witness (signature)  Unofficial Witness (print name) Katrina Robertson |
| State of Georgia County of <u>Meriwether</u> This instrument was signed or attested before me this <u>6th</u> day of <u>Aug</u> , 2021, by  <input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> Produced Identification | |
| Notary Public (Signature)  My Commission Expires: (NOTARY SEAL) | |



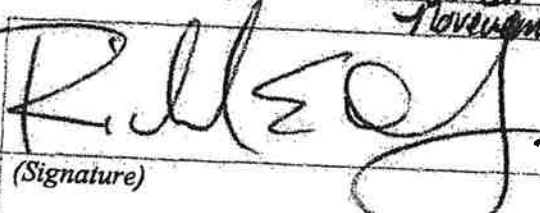
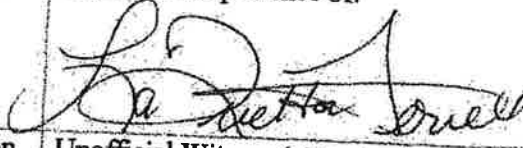
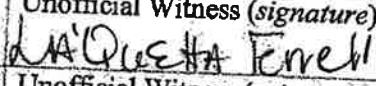

Grantee

Oxford Industries, Inc.

| | | |
|--|--|--|
|  | | |
| (Signature) Mary Margaret Heaton | Signed in the presence of:  | |
| Assistant General Counsel and Assistant Secretary | Unofficial Witness (signature) Caroline Wood | |
| State of Georgia County of Fulton This instrument was signed or attested before me this <u>17</u> day of <u>August</u> , 2021, by <u>Mary Margaret Heaton</u> <input checked="" type="checkbox"/> Personally Know <input type="checkbox"/> Produced Identification | Unofficial Witness (print name) | |
| Notary Public (Signature)  My Commission Expires: <u>Sept 13, 2024</u> (NOTARY SEAL) _____ | | |

Ellie Jean Twitty
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires Sept. 13, 2024

For the Environmental Protection Division, Department of Natural Resources, State of Georgia, this 29 day of November, ~~2021~~ 2022.

| | |
|--|--|
|  | |
| (Signature) Richard E. Dunn | Signed in the presence of:  |
| Director, Environmental Protection Division | Unofficial Witness (signature)  |
| State of Georgia County of Fulton | Unofficial Witness (print name) LA'QUETTA FERRELL |
| This instrument was signed or attested before me this <u>29</u> day of <u>November</u> , 2021 <u>2022</u> , by <u>Nawanna Lavee Patterson</u> | <u>Nawanna Lavee Patterson</u> |
| <input type="checkbox"/> Personally Known <input checked="" type="checkbox"/> Produced Identification | |
| Notary Public (Signature)  My Commission Expires | |
| (NOTARY SEAL) | |

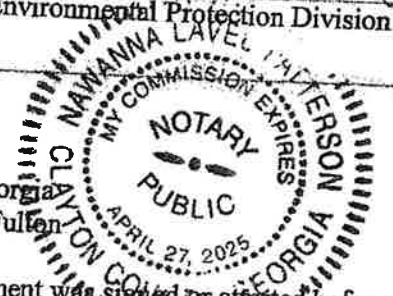


Exhibit A
Legal Description of Property

All that tract or parcel of land situate, lying and being in the South part of Land Lot 168 of the Eighth Land District of Meriwether County, Georgia, and being in the City Limits of Greenville, Georgia, and containing 26.7 acres and bound as follows:

NORTH -- by Meriwether County Board of Education;

EAST -- by the center line of Town Branch, erroneously referred to in the plat thereof as Kennel

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SOUTH -- by Georgia Kraft Company, the South line of Land Lot 168 being the line; and

WEST -- by Meriwether County Board of Education

Said property is more particularly described as follows: BEGINNING at the Southeast corner of the property of Oxford Industries, Inc. (Greenville Apparel) at an iron pin, and running thence South 89° 29' 55" East a distance of 561.97 feet to an iron pin on the West edge of said branch; thence continuing in the same direction to the center line of said branch; thence running in a Southerly and Southeasterly direction following the meanderings of said branch, along the center line of said branch to its intersection with the South line of Land Lot 168; thence running South 88° 06' 11" West a distance of 33 feet to an iron pin on the West edge of said branch; thence continuing in the same direction along the South line of Land Lot 168 a distance of 1,091.71 feet to an iron pin, said pin being a distance of 1,610 feet in an Easterly direction along said South Land Lot line from the Southwest corner of Land Lot 168; thence running North 00° 29' 55" East a distance of 1,394.97 feet to the POINT OF BEGINNING.

A plat of said property prepared by W. A. Halliday, R.S., on February 2, 1980, is recorded in Plat Book 9 Page 12 in the Office of the Clerk of Superior Court of Meriwether County, Georgia and is hereby referred to for a more complete description.

Exhibit B
Map of Property

12/21/2022 2:53 PM DEED BOOK: 01016 PAGE: 00473

