

After Recording Return to:  
Agrium U.S. Inc.  
5296 Harvest Lake Drive  
Loveland, Colorado 80538

CROSS-REFERENCE:  
County: \_\_\_\_\_  
Deed Book: \_\_\_\_\_  
Page(s): \_\_\_\_\_

FILED BY CLERK  
2019 Jun 21 PM 12:52  
CECILIA WILLIS  
CLERK OF SUPERIOR COURT  
DECATUR COUNTY, GEORGIA  
2019-3419

### 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 Agrium U.S. Inc. as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Agrium U.S. Inc.  
5296 Harvest Lake Drive  
Loveland, Colorado 80538

**Grantee/Holder with the power to enforce:** Agrium U.S. Inc.  
5296 Harvest Lake Drive  
Loveland, Colorado 80538

**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

Recorded 06/21/2019 12:52PM  
CECILIA WILLIS  
Clerk Superior Court, DECATUR County, Ga.  
Bk 00445 Pg 0789-0803

### Property Subject

The property subject to this Environmental Covenant is a tract of approximately 25.56 acres of real property located at 1301 Spring Creek Road, Bainbridge, Decatur County, Georgia, which is further identified by the parcel ID number B0420019 (hereinafter "Property"). The Property was conveyed on January 24, 2011 to Agrium U.S. Inc.; such conveyance is recorded in Deed Book 00315, Page 0515-0538, of the Decatur County deed records. The Property is located in Land Lots 372 & 373 of the 15th Land District, City of Bainbridge, Decatur County, Georgia.

The tax parcels of the Property are parcel ID number B0420019 of Decatur 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 Agrium U.S. Inc., and all successors, assigns and transferees of any interest in the Property or any portion thereof.

**Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the Bainbridge facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1054 East  
Atlanta, GA 30334  
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:

Groundwater Use Limitation

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.

Real Property

The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any

residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited.

**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 Agrium U.S. Inc. 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.

### **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 Agrium U.S. 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, Agrium U.S. 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, Agrium U.S. 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, Agrium U.S. 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)**

Agrium U.S. Inc. represents and warrants that all of the following are true and correct:

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

Agrium U.S. Inc.  
5296 Harvest Lake Drive  
Loveland, Colorado 80538

### **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).

**DECATUR COUNTY**  
Bk 00445 Pg 0794

Grantor

**Agrium U.S. Inc.**

Eric A. Syrstad 3/11/2019

Name: Eric A. Syrstad

Title: Manages, Environmental Remediation, SIE

DECATUR COUNTY  
Bk 00445 Pg 0795

Signed in the presence of:

DONNA M. SEBASTIAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174030632  
MY COMMISSION EXPIRES JULY 20, 2021

Donna M. Sebastian 3/11/19

Name: Donna M. Sebastian

\_\_\_\_\_  
(seal)  
Notary Public



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 10<sup>th</sup> day of June, 2019 :

Richard E. Dunn  
(Signature)

Richard E. Dunn  
Director, Environmental Protection Division

Signed in the presence of:

Tamara Williams  
Unofficial Witness (signature)

Laura Williams  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 10 day of June, 2019, by

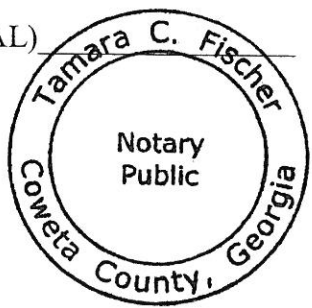
\_\_\_\_\_.

- Personally Known
- Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



DECATUR COUNTY  
Bk 00445 Pg 0796



Exhibit A  
Legal Description of Property

DECATUR COUNTY  
Bk 00445  
Pg 0797

**TRACT 1**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 372 & 373 OF THE 15<sup>TH</sup> LAND DISTRICT, CITY OF BAINBRIDGE, DECATUR COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 253 (80' R/W) AND THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (60' R/W), SAID POINT BEING THE POINT OF REFERENCE, THENCE S 10°42'27" W, A DISTANCE OF 1204.56' TO A 1/2" REBAR SET; SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 51°43'10" E A DISTANCE OF 263.51' TO A 5/8" REBAR FOUND; SAID REBAR BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE, S 00°56'56" W A DISTANCE OF 499.88' TO A CONCRETE MONUMENT FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE OF AIRPORT ROAD, S 38°39'40" W A DISTANCE OF 188.15' TO A 1" OPEN TOP PIPE FOUND; THENCE S 38°39'40" W A DISTANCE OF 261.00' TO A 3/4" OPEN TOP PIPE FOUND; THENCE S 31°28'48" W A DISTANCE OF 420.24' TO A 3/4" OPEN TOP PIPE FOUND; THENCE S 31°24'43" W A DISTANCE OF 403.95' TO A 1/2" REBAR SET; THENCE N 50°14'54"W A DISTANCE OF 500.00' TO A 1/2" REBAR SET; THENCE N 31°28'00" E A DISTANCE OF 823.40' TO A 1/2" REBAR SET; THENCE N 51°42'13" E A DISTANCE OF 416.87' TO A 5/8" REBAR FOUND; THENCE N 51°43'10" E A DISTANCE OF 177.62' TO A 1/2" REBAR SET, BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND HAS AN AREA OF 685,675 SQUARE FEET OR 15.741 ACRES.

**TRACT 2 LEGAL DESCRIPTION**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 372 & 373 OF THE 15<sup>TH</sup> LAND DISTRICT, CITY OF BAINBRIDGE, DECATUR COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 253 (80' R/W) AND THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (60' R/W), SAID POINT BEING THE POINT OF REFERENCE, THENCE S 42°49'06" W A DISTANCE OF 1612.31' TO A 1/2" REBAR SET, SAID POINT BEING THE POINT OF BEGINNING;



THENCE N 83°35'04" E A DISTANCE OF 50.00' TO A 1/2" REBAR FOUND; THENCE ALONG A CURVE TURNING TO THE RIGHT, WITH A RADIUS OF 416.49', A CHORD BEARING OF N 85°58'50" E AND A CHORD LENGTH OF 147.00', TO A 1/2" REBAR SET; THENCE ALONG A CURVE TURNING TO THE RIGHT, WITH A RADIUS OF 427.98', A CHORD BEARING OF S 70°22'21" E AND A CHORD LENGTH OF 201.35', TO A 1/2" REBAR SET; THENCE S 31°14'35" W A DISTANCE OF 609.04' TO A 1/2" REBAR SET; THENCE N 58°31'12" W A DISTANCE OF 160.00' TO A 1/2" REBAR SET; THENCE S 31°28'48" W A DISTANCE OF 130.00' TO A 1/2" REBAR SET; THENCE S 58°31'12" E A DISTANCE OF 160.00' TO A 1/2" REBAR SET; THENCE S 31°28'48" W A DISTANCE OF 345.01' TO A 1/2" REBAR SET; THENCE S 58°30'42" E A DISTANCE OF 180.12' TO A 1/2" REBAR SET; THENCE S 31°28'48" W A DISTANCE OF 100.00' TO A 1/2" REBAR SET; THENCE N 49°49'14" W A DISTANCE OF 258.09' TO A 1/2" REBAR SET; THENCE N 58°31'12" W A DISTANCE OF 63.10' TO A 1/2" REBAR SET; THENCE N 29°31'12" W A DISTANCE OF 40.00' TO A 1/2" REBAR SET; THENCE N 61°28'48" E A DISTANCE OF 147.00' TO A POINT; THENCE N 01°28'48" E A DISTANCE OF 70.00' TO A POINT; THENCE N 58°31'12" W A DISTANCE OF 150.00' TO A 1/2" REBAR SET; THENCE N 26°03'14" E A DISTANCE OF 783.79' TO A 1/2" REBAR SET; BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND HAS AN AREA OF 311,837 SQUARE FEET OR 7.159 ACRES.

**TRACT 3**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 372 & 373 OF THE 15<sup>TH</sup> LAND DISTRICT, CITY OF BAINBRIDGE, DECATUR COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 253 (80' R/W) AND THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (60' R/W), SAID POINT BEING THE POINT OF REFERENCE, THENCE S 42°49'06" W A DISTANCE OF 1612.31' TO A 1/2" REBAR SET, THENCE S 83°34'16" W A DISTANCE OF 42.29' TO A 1/2" REBAR SET, THENCE S 52°08'35" W A DISTANCE OF 40.16' TO A 1/2" REBAR SET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S 24°31'48" W A DISTANCE OF 176.58' TO A POINT; THENCE S 26°48'48" W A DISTANCE OF 200.00' TO A POINT; THENCE S 26°31'48" W A DISTANCE OF 200.00' TO A POINT; THENCE S 28°02'48" W A DISTANCE OF 149.30' TO A POINT; THENCE S 23°58'48" W A DISTANCE OF 138.90' TO A 1/2" REBAR SET; THENCE S 07°59'27" E A DISTANCE OF 172.66' TO A 1/2" REBAR SET; THENCE N 40°55'28" W A DISTANCE OF 168.57' TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT, WITH A RADIUS OF 293.31', A CHORD BEARING OF N 02°32'50" E, AND A CHORD LENGTH OF 403.60'; THENCE N 46°01'08" E A DISTANCE OF 510.38' TO A POINT; THENCE N



52°08'35" E A DISTANCE OF 102.26' TO A 1/2" REBAR SET; BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND HAS AN AREA OF 145,465 SQUARE FEET OR 3.339 ACRES

**TRACT 5 (A.K.A. EASEMENT No. 1)**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 373 OF THE 15<sup>TH</sup> LAND DISTRICT, CITY OF BAINBRIDGE, DECATUR COUNTY, GEORGIA AND BEING MORE PARTICULARILY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 253 (80' R/W) AND THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (60' R/W), SAID POINT BEING THE POINT OF REFERENCE, THENCE S 54°30'13" W A DISTANCE OF 1,448.79' TO A 1/2" REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SPRING CREEK ROAD (80'R/W); SAID POINT BEING THE POINT OF BEGINNING;

THENCE S 29°48'15" E A DISTANCE OF 184.63' TO A 1/2" REBAR SET; THENCE S 29°48'15" E A DISTANCE OF 191.03' TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH A RADIUS OF 416.49', A CHORD BEARING OF S 79°32'59" W, AND A CHORD LENGTH OF 54.24', TO A 5/8" REBAR FOUND; THENCE S 83°35'04" W A DISTANCE OF 9.61' TO A POINT; THENCE N 29°48'15" W A DISTANCE OF 344.16' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 253; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 5923.30', A CHORD BEARING OF N 51°00'04" E, AND A CHORD LENGTH OF 60.78' TO A 1/2" REBAR SET; BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND HAS AN AREA OF 21584 SQUARE FEET OR 0.496 ACRES.

**TRACT 6 (A.K.A. EASEMENT No. 2)**

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 373 OF THE 15<sup>TH</sup> LAND DISTRICT, CITY OF BAINBRIDGE, DECATUR COUNTY, GEORGIA AND BEING MORE PARTICULARILY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 253 (80' R/W) AND THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (60' R/W), SAID POINT BEING THE POINT OF REFERENCE, THENCE S 32°13'20" W A DISTANCE OF 2,568.66' TO A 1/2" REBAR SET; SAID POINT BEING THE POINT OF BEGINNING;



THENCE S 61°28'48" W A DISTANCE OF 44.00' TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 202.00', A CHORD BEARING OF N 85°28'54" E, AND A CHORD LENGTH OF 164.33' TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH A RADIUS OF 137.11', A CHORD BEARING OF S 21°02'50" E, AND A CHORD LENGTH OF 99.38' TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT, WITH A RADIUS OF 142.00', A CHORD BEARING OF N 80°59'29" W, AND A CHORD LENGTH OF 173.00' TO A POINT; THENCE N 61°28'48" E A DISTANCE OF 7.50' TO A POINT; THENCE S 71°16'33" E A DISTANCE OF 7.29' TO A 1/2" REBAR SET; THENCE N 58°31'12" W A DISTANCE OF 63.10' TO A 1/2" REBAR SET; BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND HAS AN AREA OF 11382 SQUARE FEET OR 0.261 ACRES.

DECATUR COUNTY  
Bk 00445 Pg 0800



Exhibit B  
Map of Property

**[to be inserted]**

**DECATUR COUNTY**  
Bk 00445 Pg 0801





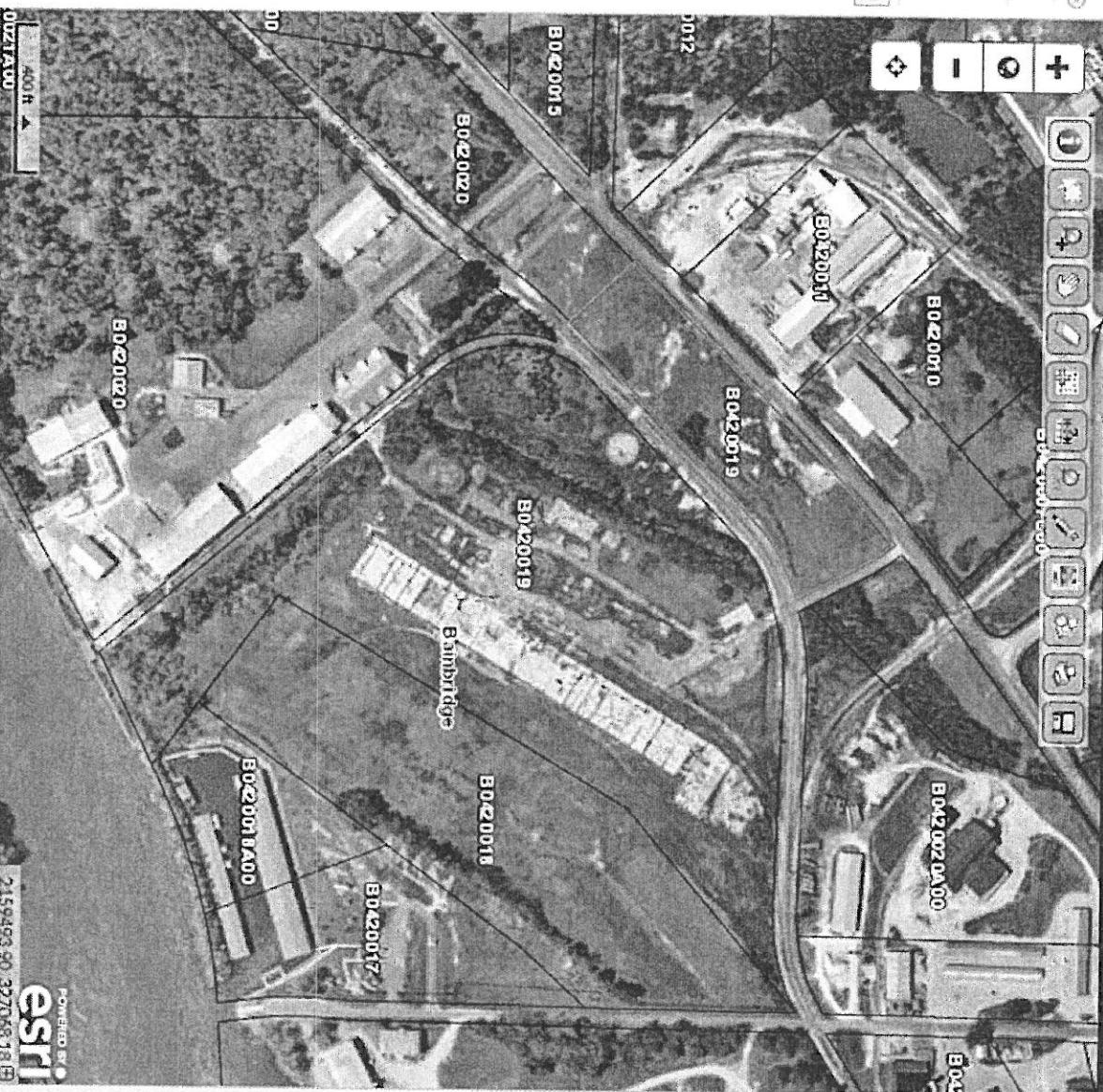


- Layers
- Map
- Search
- Sales Search
- Sales List
- Search Results
- Report
- Sales Results
- Tax Estimator
- More

Layer List Legend

Quick Links:  
 Property Search  
 Map

- Layers:
- Parcels
  - Parcel Numbers
  - Address Numbers
  - Yearly Sales
  - Roads
  - USA Major Highways
  - Railroads
  - Streams and Rivers
  - Lakes
  - City Boundaries
  - County Outlines
  - State Outlines
  - 2018 Aerial Photos
  - Restore Layer Defaults



Results:

Parcel ID - B0420019  
 Alt Id - 14225  
 Address - 1301 SPRING CREEK RD  
 Owner - AGRILUM U S INC  
 C/O TAX DEPT  
 Acres - 25.56  
 View Report

Parcel ID B0420019 Alternate ID 14225 Owner Address AGRILUM U S INC  
 Sec/Twp/Rng n/a Class Industrial C/O TAX DEPT  
 Property Address 1301 SPRING CREEK RD Acreage 25.56 5296 HARVEST LAKE DR  
 Bainbridge LOVELAND CO 805389001  
 District Bainbridge  
 Brief Tax Description 315 515 LL 372 & 373 LD 15  
 (Note: Not to be used on legal documents)

3080 8d  
 DECATUR COUNTY 5445 BK

