

Gilbert Harrell ET AL ✓
777 Gloucester Street Env.
Suite 200
Brunswick, GA 31520

Doc ID: 012461060013 Type: COVE
Recorded: 04/01/2022 at 09:30:00 AM
Fee Amt: \$25.00 Page 1 of 13
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior
BK 4123 PG 793-805

After Recording Return to:
Beth Blalock
121 Martin Luther King Jr. Drive
Suite 301
Atlanta, Georgia 30303

CROSS-
C
Deed Book: _____
Page(s): _____

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities and individuals executing this Environmental Covenant as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Simple Owner(s)/Grantor(s): Ai Ying Dong and Zhao Xiong Wang
1551 Huey Road
Douglasville, Georgia 30124

Grantee/Holder with the power to enforce: Lockheed Martin Corporation,
a Maryland Corporation
c/o Richard Horder
KMCL
1230 Peachtree Street NE
Suite 900
Atlanta, Georgia 30309

PPG Industries, Inc., a Pennsylvania corporation
Corporate EHS
Attn: Scott Krall
PPG- Monroeville Business and Technology Center
440 College Park Drive Monroeville,
PA 15146

With Copy to:
Peter Stinson
Dickie McCamey
Two PPG Place
Pittsburg, PA 15222

Grantee/Entity with State of Georgia

express power to enforce:

Department of Natural Resources
Environmental Protection Division

2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 2.5 acres of real property located at 1551 Huey Road, Douglasville, Douglas County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on January 13, 2015 to Ai Ying Dong and Zhao Xiong Wang; such conveyance is recorded in Deed Book 3269, Page 966, of the Douglas County deed records. The Property is located in Land Lot 741 and 742 of the 18th District of Douglas County, Georgia.

The tax parcel(s) of the Property is 07411820002 of Douglas County, Georgia.

A legal description of the Property is attached as Exhibit A.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Ai Ying Dong and Zhao Xiong Wang (together, "Grantor"), Lockheed Martin Corporation and PPG Industries, Inc. (together, "Holder"), and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under an environmental response performed and/or being performed at the Arivec Chemical Site HSI Site 10123. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Branch
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements. Holder will record an instrument stating that that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded.
- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 *et seq.*, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*
- C. Grantor and Holder further agree that, subject to all the terms and conditions of that certain Lease for Certain Environmental Matters with Purchase Option entered into between Holder, as tenant, and Grantor, as landlord, date in or around April, 2021 (i) Holder or its representatives may access the Property for purposes of any inspections, sampling and corrective action Holder may reasonably deem necessary to comply with applicable standards or requirements (“Activities”), provided any such inspections, sampling and corrective action elected by Holder shall be performed at no cost or expense to Grantor and shall not unreasonably interfere with Grantor’s use and enjoyment of the Property for residential purposes, and (ii) Grantor will not interfere with or adversely affect the performance, integrity or effectiveness of any monitoring wells installed or other corrective action undertaken by Holder or its representatives on the Property.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access/Compliance

Grantor(s) shall provide reasonable access to authorized representatives of EPD and Holder, and to Holder's lawful successors and assigns, to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Holder 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.

Notwithstanding the foregoing, EPD is not a party to and shall not enforce provision C above, under "Other Requirements."

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, Holder 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, ~~Grantor~~ Holder shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s).

Grantor and/or Holders represents and warrants that all of the following are true and correct

- A. Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder and in accordance with O.C.G.A. § 44-16-1 et seq.
- B. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Holder provided a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

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

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor

Ai Ying Dong
(Signature)

Ai Ying Dong

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

Notary Public (Signature) [Signature]

Unofficial Witness (print name)

State of Georgia

County of DeKalb

This instrument was signed or attested before
me this 15 day of June, 2021, by

Ai Ying Dong.

Personally Known
 Produced Identification

My Commission Expires:

(NOTARY SEAL)



[Grantor Signature Continue on Next Page]

Grantor

Wang Zhao Xiong
(Signature)

Zhao Xiong Wang

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

Notary Public (Signature) Vikhiid Lalani

Unofficial Witness (print name)

State of Georgia
County of Douglas

This instrument was signed or attested before
me this 15 day of June, 2021 by

Zhao Xiong Wang

Personally Known
 Produced Identification



My Commission Expires:

(NOTARY SEAL) _____ Grantee/Holder
Lockheed Martin Corporation

By: LMC Properties, Inc. Attorney-In-Fact
Under Irrevocable Power of Attorney
Effective April 4, 2016

[Signature] By: Signed in the presence of:

Thomas M. Green
Unofficial Witness (signature)
Thomas M. Green
Unofficial Witness (print name)

State of Maryland
County of Baltimore

Grantor

Zhao Xiong Wang

(Signature)

Signed in the presence of:

State of Georgia
County of Douglas

Unofficial Witness (signature)

Notary Public (Signature)

Unofficial Witness (print name)

This instrument was signed or attested before
me this ___ day of _____, 20___, by

Zhao Xiong Wang

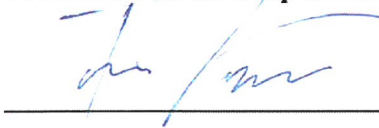
Personally Known
 Produced Identification

My Commission Expires:

By: LMC Properties, Inc. Attorney-In-Fact
Under Irrevocable Power of Attorney
Effective April 4, 2016

(NOTARY SEAL) _____ Grantee/Holder

Lockheed Martin Corporation



By: Signed in the presence of:

Thomas M Gison
Unofficial Witness (signature)

Thomas M Gison
Unofficial Witness (print name)

State of ~~Georgia~~ Maryland
County of Baltimore

This instrument was signed or attested before me
this 24 day of April, 2024, by
James Damm.

Personally Known
 Produced Identification

Anita Newkirk

Notary Public (*Signature*)

My Commission Expires: June 02, 2024



(NOTARY SEAL) _____

Grantee/Holder
PPG Industries, Inc.

_____ By: Signed in the presence of:

Unofficial Witness (*signature*)

Unofficial Witness (*print name*)

State of Georgia
County of _

This instrument was signed or attested before me
this ___ day of _____, 20___, by
_____.

Personally Known
 Produced Identification

Notary Public (*Signature*)

My Commission Expires:

(NOTARY SEAL) _____

This instrument was signed or attested before me
this ___ day of _____, 20___, by

Personally Known
 Produced Identification

Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) _____

Grantee/Holder
PPG Industries, Inc.

Mark E. Terrell

By: Signed in the presence of:

CHRISTOPHER D. ROSS

Unofficial Witness (signature)

Unofficial Witness (print name)

State of ~~Georgia~~ Pennsylvania
County of Allegheny

This instrument was signed or attested before me
this 13 day of April, 2021, by
Mark E. Terrell

Personally Known
 Produced Identification

Jane Mercuri
Notary Public (Signature)

My Commission Expires: 15 June 2024

(NOTARY SEAL) _____

Commonwealth of Pennsylvania - Notary Seal
Jane Mercuri, Notary Public
Allegheny County
My commission expires June 15, 2024
Commission number 1372847
Member, Pennsylvania Association of Notaries

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 9 day of January, 2022 :

Richard E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

La'Quetta Ferrell
Unofficial Witness (signature)

La'Quetta Ferrell
Unofficial Witness (print name)

State of Georgia
County of Fulton

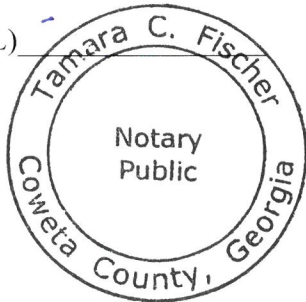
This instrument was attested before me this
9 day of January, 2022, by

- Personally Known
- Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



BK 4123 PG 0804

~~BK 3269 PG 961~~

✓

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 741 AND 742 OF THE 18TH DISTRICT AND 2ND SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CORNER ON THE EAST LINE OF LAND LOT 741, 623 FEET SOUTH OF THE NORTHEAST CORNER OF LAND LOT 741 AT THE INTERSECTION OF THE RIGHT OF WAY OF HUEY ROAD; RUNNING THENCE SOUTHEASTERLY ALONG THE WESTERN SIDE OF THE RIGHT OF WAY OF HUEY ROAD 308.5 FEET TO AN IRON PIN CORNER; RUNNING THENCE WESTWARDLY 101.5 FEET TO AN IRON PIN CORNER; RUNNING THENCE SOUTH 53 DEGREES 15 MINUTES WEST 381.2 FEET TO AN IRON PIN CORNER; RUNNING THENCE NORTH 0 DEGREES 52 MINUTES WEST 277.6 FEET TO AN IRON PIN CORNER; RUNNING THENCE NORTH 52 DEGREES 32 MINUTES EAST 440 FEET TO THE POINT OF BEGINNING.

SCANNED
JAN 23 2015
Tammy M. Hawkins
Clerk Superior Court
Douglas County, GA

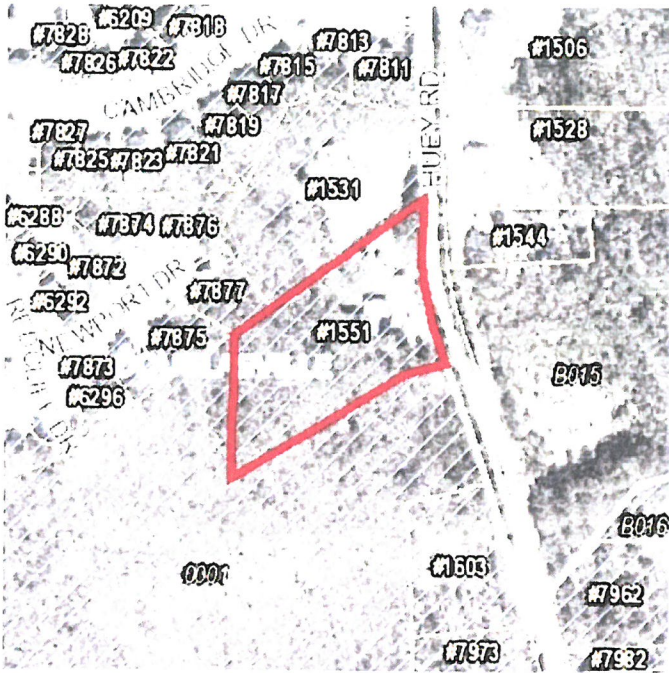
Deed (Executors - GA)

GA-020-00397-14-PUR

Assessor Report
Douglas County, GA

[Convert to PDF](#)
12/17/2021

Parcel Number
07411820002



Owner Information

Owner

WANG, ZHAO XIONG & DONG,
AI YING

Mailing

Address 1

Address 2

Address 3

City, State, Zip

1551 HUEY ROAD

DOUGLASVILLE, GA 30134



Mobile
Maps and
Information



*Please note: Questions regarding any information should be directed to the Douglas County Appraisal Department at (770) 920-7228.

Property Information

Property Address

1551 HUEY RD

Legal Description

HSE/2.50 ACRES +, HUEY ROAD

Acres

2.50

Class Code (Not Zoning)

Neighborhood

Leadlot/District