



Deed Doc: COVE
Recorded 02/22/2022 02:32PM

Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.

Bk 05337 Pg 0086-0097

Penalty:

After Recording Return to:
Athens-Clarke County Attorney's Office
Attn: Judd Drake
155 E. Washington Street
Athens, GA 30601

CROSS-REFERENCE:
County: Athens-Clarke
Deed Book 2377, Page 276
Deed Book 2377, Page 296
Deed Book 2377, Page 305
Deed Book 2677, Page 92

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 Georgia Power Company, a Georgia corporation, and Atlanta Gas Light Company (collectively, the "Grantee") as set forth herein.

Fee Simple Owner(s)/Grantor(s): Unified Government of Athens-Clarke County, Georgia
301 College Avenue
Athens, GA 30601

Grantees/Holder(s) with the power to enforce:

Georgia Power Company
241 Ralph McGill Blvd, NE
Atlanta, GA 30308

Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, GA 30309

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

Persons with Interests other than Fee Simple:

Georgia Power Company
241 Ralph McGill Blvd, NE
Atlanta, GA 30308

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 6.702 acres of real property located at 775 E. Broad Street, Athens, Clarke County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed to the Unified Government of Athens-Clarke County, Georgia, by: (a) that certain Deed from Central of Georgia Railroad Company, dated June 16, 2004, and recorded in Deed Book 2677, Page 92, Athens-Clarke County, Georgia Records (the "Records"), (b) that certain Quitclaim Deed from Atlanta Gas Light Company, dated March 26, 2003, and recorded in Deed Book 2377, Page 305, aforesaid Records, (c) that certain Quitclaim Deed from Atlanta Gas Light Company, dated March 26, 2003, and recorded in Deed Book 2377, Page 296, aforesaid Records, and (d) that certain Quitclaim Deed from Georgia Power Company, dated March 26, 2003, and recorded in Deed Book 2377, Page 276, aforesaid Records. The Property is located in the 216th G.M.D. of Clarke County, Georgia.

Tax Parcel ID

171B2 A008 of Clarke 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 Unified Government of Athens-Clarke County, Georgia, 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 Atlanta Gas Light Company – Athens MGP Site (HSI #10153) and the Georgia Power – Athens Foundry Street Property (HSI #10052) sites. 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 Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice: This Property has been listed on the State's Hazardous Site Inventory at HSI #10052 and #10153 and has been designated as needing corrective action due to the 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. 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.
- B. Groundwater Limitation The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purpose shall be 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 and Grantees 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, Georgia Power Company and AGLC. 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, Georgia Power Company and Atlanta Gas Light Company 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, Georgia Power Company, Atlanta Gas Light Company 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, Unified Government of Athens-Clarke County, Georgia 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, Unified Government of Athens-Clarke County, Georgia 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). Unified Government of Athens-Clarke County, Georgia represents and warrants that all of the following are true and correct.

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

- E. 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, Unified Government of Athens-Clarke County, Georgia 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:

Georgia Power Company
241 Ralph McGill Blvd, NE
Atlanta, GA 30308

Atlanta Gas Light Company
10 Peachtree Place NE
Atlanta, GA 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:

Unified Government of Athens-Clarke County, Georgia, a
body politic and corporate and a political subdivision
of the State of Georgia



Kelly Girtz
Kelly Girtz, Mayor

Attest: Gloria J. Spratlin
Gloria J. Spratlin,
Clerk of Commission

Signed in the presence of:

Deborah L. Arnold
Unofficial Witness (*signature*)

Deborah L. Arnold
Unofficial Witness (*print name*)

State of Georgia
County of Clarke

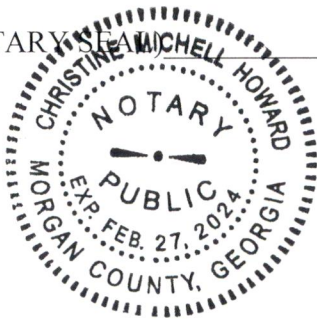
This instrument was signed or attested before
me this 5th day of January, 2022,
by Kelly Girtz.

Personally Known
 Produced Identification

Christine Michelle Howard
Notary Public (*Signature*)

My Commission Expires: 2/27/2024

(NOTARY SEAL) _____



Grantee:

Georgia Power Company, a
Georgia corporation

Mark S. Berry
(Signature)

Mark S. Berry, P.E., Ph. D.
Environmental & Natural Resources
Vice President

Signed in the presence of:

Isabel Vines
Unofficial Witness (signature)

Isabel Vines
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 6th day of January, 2022,
by Mark S. Berry.

Personally Known
 Produced Identification

Melissa A. Mejia
Notary Public (Signature)

My Commission Expires: May 20, 2025

(NOTARY SEAL)



Grantee:

Atlanta Gas Light Company

Dean G. Marianos
(Signature)

Dean G. Marianos
Vice President, Operations - AGLC

Signed in the presence of:

M. Heard

Unofficial Witness (signature)

Margaret Moodie

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me this 12 day of January, 2020, by Dean G. Marianos.

Personally Known
 Produced Identification

Sandra Leigh Horton
Notary Public (Signature)

My Commission Expires:

**Sandra Leigh Horton
Notary Public, Fulton County, State of Georgia
My Commission Expires February 5, 2022**



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

[Signature]
(Signature)

Richard E. Dunn
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
Unofficial Witness (signature)

LAQUETTA FEMER
Unofficial Witness (print name)

State of Georgia
County of Fulton

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

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

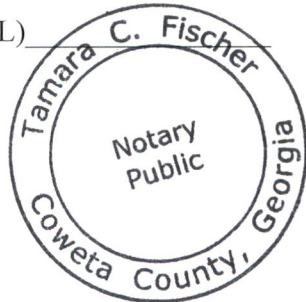



Exhibit A
Legal Description of Property

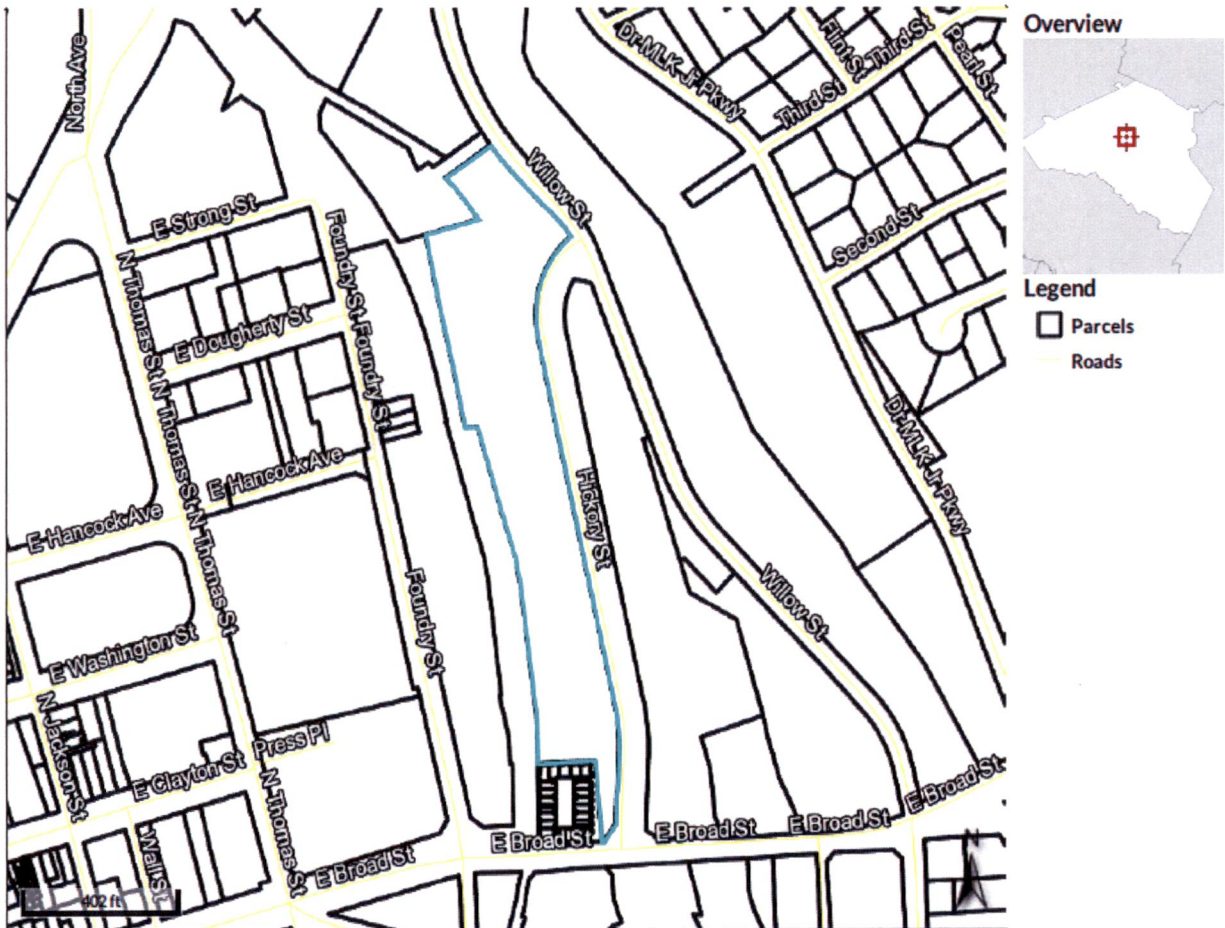
All that tract or parcel of land lying in and being a part of the 216th G.M.D., Clarke County, Georgia, containing 6.702 acres and being shown as Tract 1 on a survey prepared by Traditions Surveying LLC for the Classic Center Arena, dated June 10, 2019, revised July 23, 2019 and being more particularly described as follows:

BEGINNING at the northerly most point of the mitered intersection of the westerly right of way line of Hickory Street (70' R/W) and the northerly right of way line of East Broad Street (R/W Varies), said point being the TRUE POINT OF BEGINNING of Tract 1; run thence South 35 degrees 56 minutes 44 seconds West 50.30 feet along the mitered intersection to the northerly right of way line of East Broad Street; run thence South 86 degrees 51 minutes 45 seconds West 4.57 feet along the northerly right of way line of East Broad Street to a 1/2 inch reinforcing rod; run thence the following courses and distances along the property lines now or formerly of Georgia Traditions Condominium: (i) North 04 degrees 59 minutes 48 seconds West 188.33 feet to an "X" mark in a wall, (ii) South 87 degrees 30 minutes 38 seconds West 143.39 feet to a point; run thence the following courses and distances along the easterly right of way line of Hickory Street (Closed): (i) North 01 degree 30 minutes 30 seconds West 112.31 feet to a point, (ii) North 07 degrees 25 minutes 19 seconds West 291.83 feet to a point, (iii) North 10 degrees 08 minutes 53 seconds West 69.81 feet to a point, (iv) North 17 degrees 54 minutes 16 seconds West 85.15 feet to a point, (v) North 17 degrees 09 minutes 37 seconds West 235.44 feet to a point, (vi) South 86 degrees 35 minutes 03 seconds West 31.12 feet to a 1/2 inch reinforcing rod; run thence the following courses and distances along the northerly right of way line of Norfolk Southern Railway (R/W Varies): (i) North 11 degrees 52 minutes 48 seconds West 100.07 feet to a 1/2 inch reinforcing rod, (ii) North 13 degrees 11 minutes 20 seconds West 194.60 feet to a point, (iii) North 12 degrees 09 minutes 32 seconds West 145.06 feet to a 1/2 inch reinforcing rod; run thence the following courses and distances along the property lines now or formerly of Whistlebury Holdings, LLC: (i) North 73 degrees 57 minutes 52 seconds East 148.77 feet to a 1/2 inch reinforcing rod, (ii) North 39 degrees 43 minutes 53 seconds West 92.14 feet to a 1/2 inch reinforcing rod, (iii) North 49 degrees 20 minutes 59 seconds West 34.52 feet to a point, (iv) North 55 degrees 47 minutes 37 seconds East 138.68 feet to a 1/2 inch reinforcing situated on the westerly right of way line of Willow Street (50' R/W); run thence the following courses and distances along the westerly right of way line of Willow Street: (i) 133.22 feet along and around a curve with a counter-clockwise rotation and a radius of 860.73 feet, the chord

measurement thereof being South 41 degrees 03 minutes 26 seconds East 133.08 feet to a point, (ii) South 45 degrees 25 minutes 55 seconds East 121.58 feet to a point; run thence South 0 degrees 38 minutes 37 seconds West 28.34 feet along a mitered intersection between the westerly right of way line of Willow Street and the westerly right of way line of Hickory Street to a 1/2 inch reinforcing rod; run thence the following courses and distances along the westerly right of way line of Hickory Street: (i) 241.94 feet along and around a curve with a counter-clockwise rotation and a radius of 228.50 feet, the chord measurement thereof being South 17 degrees 39 minutes 19 seconds West 230.82 feet to a point, (ii) South 12 degrees 40 minutes 55 seconds East 875.65 feet to a point, (iii) 97.96 feet along and around a curve with a clockwise rotation and a radius of 391.50 feet, the chord measurement thereof being South 05 degrees 30 minutes 50 seconds East 97.71 feet to a point, (iv) South 01 degree 39 minutes 21 seconds West 80.21 feet to a point, (v) South 12 degrees 26 minutes 25 seconds West 21.38 feet to a point, (vi) South 01 degree 39 minutes 21 seconds West 70.00 feet to a point being the TRUE POINT OF BEGINNING of Tract 1.

Exhibit B
Map of Property

 Athens-Clarke County, GA



Parcel ID	171B2A008	Owner	ATHENS-CLARKE COUNTY UNIFIED	Last 2 Sales			
Class Code	Exempt		GOVERNMENT	Date	Price	Reason	Qual
Taxing District	TAD 4 - East Downtown - DDA		301 COLLEGE AVE ATHENS, GA 30601	6/23/2004	\$10000	G	U
Acres	6.47	Physical Address	775 E BROAD ST	3/26/2003	0	G	U