

After Recording Return to:  
Eugene W. Spray  
59 Onnie Colquitt Road  
Crawford, GA 30630

CROSS-REFERENCE: Deed Book: 20A  
Page: 643

**Environmental Covenant**

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act (hereinafter "Act"), O.C.G.A. § 44-16-1, *et seq.* This Environmental Covenant is entered into by Eugene W. Spray and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD") and subjects the property identified below to the activity and/or use limitations and other requirements and grants such other rights in favor of EPD and Eugene W. Spray as set forth herein.

**Fee Simple Owner/Grantor:**

Eugene W Spray  
59 Onnie Colquitt Rd  
Crawford, GA 30630

**Grantee/Holder with the power to enforce:**

Eugene W Spray  
59 Onnie Colquitt Rd  
Crawford, GA 30630

**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:**

**See Attached**

**Property Subject**

The property subject to this Environmental Covenant is located on 1623 Athens Road, Arnoldsville, Oglethorpe County, Georgia, and further identified by the tax parcel ID number below (hereinafter "Property"). This tract was conveyed on July 5, 2008 from Jennifer Spray to Eugene W. Spray recorded in Deed Book 20A, Page 643 Oglethorpe County Records. The tract is located in the 1303<sup>rd</sup> District of Oglethorpe County, Georgia, containing 1.17 acres, more or less, being bounded , now or formerly as follows: on the Southeast and Southwest by H.H. Spray, on the Northwest by Wolfskin Road; and on the Northeast by U.S. Highway 78. A legal description of the tract is attached as Exhibit A and a map of the tract is attached as Exhibit B.

DOCH 002719  
FILED IN OFFICE  
12/15/2017 10:21 AM  
BK:84 PG:643-654  
KELLI PARADISE SMITH  
CLERK OF SUPERIOR  
COURT  
OGLETHORPE COUNTY

**Tax Parcel ID Number:** 052 025 of Oglethorpe County, Georgia

**Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to O.C. G.A. §§ 44-16-5(a) and 44-16-9(a), 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 in the Act. Thus, this Environmental Covenant shall be binding upon Eugene W. Spray 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 Wolfskin Subdivision Site, Hazardous Site Inventory No. 10706. Records pertaining to this corrective action are available at the following location:

Georgia Environmental Protection Division  
Response and Remediation Program  
2 MLK Jr. Drive, SE, Suite 1054 East Tower  
Atlanta, GA 30334  
M-F 8:00 AM to 4:30 PM excluding state holidays

The property is part of a site and has been listed on the state's hazardous site inventory 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.

This Environmental Covenant is required because a release of tetrachloroethene (PCE), on the Property. PCE is a "regulated substance" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consisted of monitored natural attenuation and establishment of institutional controls prohibiting the use of the Property for residential uses to protect human health and the environment.

**Activity and Use Limitations and Other Requirements Arising under Corrective Action**

The Property is subject to the following activity and/or use limitations and other requirements arising under the corrective action:

### Use Limitations

#### *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

#### *Notice of Limitations and Requirements in Future Conveyances*

Each instrument hereafter conveying any interest in the Property (or any portion thereof) shall include a statement that the Property is subject to this Environmental Covenant, a copy of the Environmental Covenant and the location in the Deed Records where this Environmental Covenant is recorded.

Pursuant to O.C.G.A. § 44-16-6, 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/or Eugene W. Spray shall have the right to enter the Property at reasonable times in connection with implementation, compliance and/or enforcement of this Environmental Covenant. This Environmental Covenant shall be enforceable by EPD, Eugene W. Spray 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, Eugene W. Spray 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. Within thirty (30) days after recording of the Environmental Covenant, Eugene W. Spray shall send a stamped copy of the recorded Environmental Covenant to EPD and to each of the following: (1) each person holding a recorded interest in the Property; (3) each person in possession of the Property; (4) each municipality, county, consolidated government, or other unit of local government in which the Property is located; and (5) each owner in fee simple whose property abuts the Property.

### **Representations and Warranties by Grantor**

Grantor represents and warrants that:

- 1) Eugene W. Spray has the authority and power to enter into this Environmental Covenant, to carry out all obligations hereunder and to grant the rights provided herein;
- 2) Eugene W. Spray is the sole owner of the Property and holds fee simple title;
- 3) All persons with existing interests other than fee simple in the Property have been identified; the type and status of their interests have been determined; for those interests where the type and/or status make it necessary, the person's agreement to 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;
- 4) 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;
- 5) This Environmental Covenant does not violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Grantor is a party or by which Grantor may be bound and
- 6) At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant has been served on Eugene W. Spray; each person holding a recorded interest in the Property; each person in possession of the Property; each municipality, county, consolidated government, or other unit of local government in which the Property is located; and each owner in fee simple whose property abuts the Property.

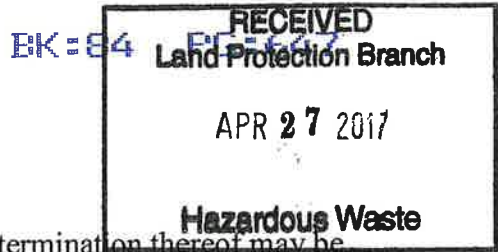
### **Submission of Required Documents and Communications**

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:

Eugene W. Spray  
Onnie Colquitt Road  
Crawford, GA 30630



**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 competence 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 Environmental Covenants Act on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed, and delivered in the presence of:

**For the Grantor:**

Janice Spray  
Unofficial Witness (Signature)

Eugene W. Spray  
Name of Grantor (Print)

Janice Spray  
Unofficial Witness Name (Print)

Eugene W. Spray (Seal)  
Grantor's Authorized Representative (Signature)

William Lamar Ash

Authorized Representative Name (Print)

WILLIAM LAMAR ASH  
Unofficial Witness Address (Print)

Eugene W. Spray  
Title of Authorized Representative (Print)

Marianne Molinaro  
Notary Public (Signature)

My Commission Expires: 8/13/17

Date: 8/18/17



Environmental Covenant  
Wolfskin Subdivision - 1623 Athens Road  
Arnoldsville, Oglethorpe County, Georgia  
Page 6

BK:84 PG:648

Grantee has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed, and delivered in the presence of:

Janice Spray  
Unofficial Witness (Signature)

Janice Spray  
Unofficial Witness Name (Print)

**For the Grantee:**

Eugene W. Spray  
Name of Grantee (Print)

Eugene W. Spray (Seal)  
Grantee's Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative Name (Print)

\_\_\_\_\_  
Unofficial Witness Address (Print)

Maurice Molinaro  
Notary Public (Signature)

My Commission Expires: 8/13/17

\_\_\_\_\_  
Title of Authorized Representative (Print)

Dated: \_\_\_\_\_



Signed, sealed, and delivered in the presence of:

Sydney Brogden

Unofficial Witness (Signature)

Sydney Brogden

Unofficial Witness Name (Print)

2 MLK Jr. Dr SE

Atlanta, GA 30334

Unofficial Witness Address (Print)

Tamara C. Fischer

Notary Public (Signature)

My Commission Expires: 7-27-18

For the State of Georgia  
Environmental Protection Division:

R. E. Dunn (Seal)

(Signature)

Richard E. Dunn

Director

Dated: 11/15/17

(NOTARY SEAL)

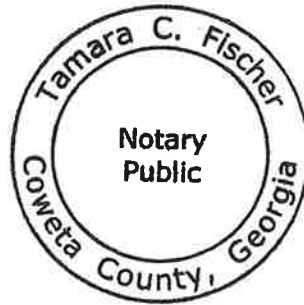






Exhibit A

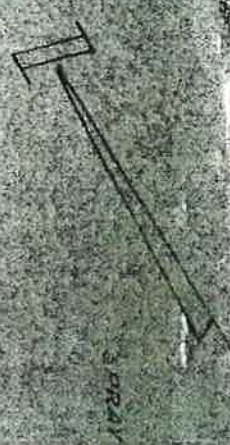
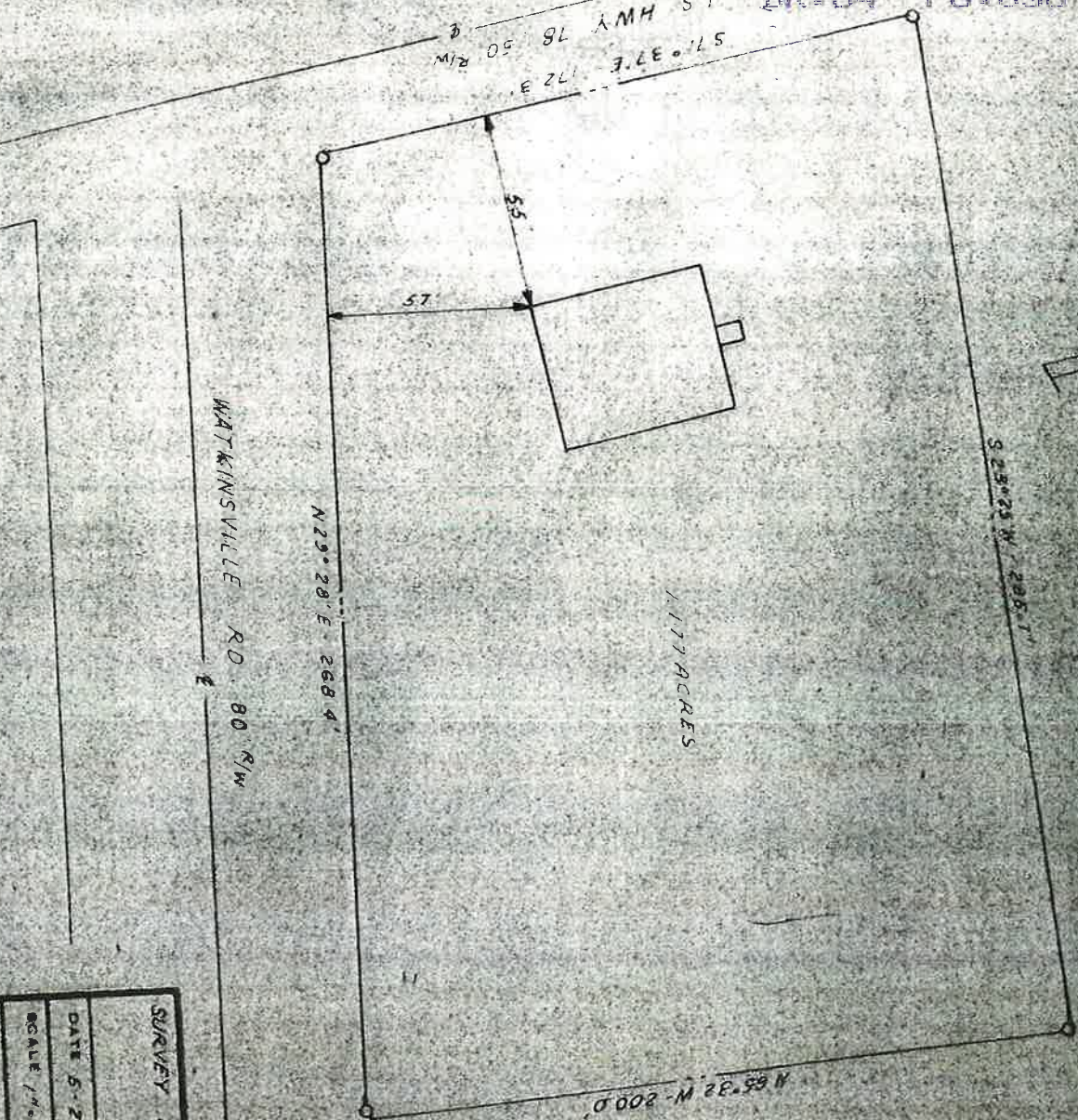
Legal Description

**EXHIBIT A****OGLETHORPE COUNTY**

ALL THAT TRACT OR PARCEL OF LAND, with all improvements thereon, situate, lying and being in the 1303<sup>rd</sup> (Crawford) District, G. M., Oglethorpe County, Georgia, containing 1.17 acres, more or less, being bounded, now or formerly, as follows: on the Southeast and Southwest by H. H. Spray; on the Northwest by Wolfskin Road; and on the Northeast by U. S. Highway 78. Said tract is more particularly described as to courses, distances, metes and bounds by a plat entitled "Survey for Eugene Spray" dated May 29, 1971 by James Flanders, Registered Engineer & Surveyor, recorded in Plat Book 6 at Page 106 (A-198), Oglethorpe County, Georgia Records. Said plat is incorporated herein by reference thereto. Said tract is the same property conveyed from H. H. Spray to Eugene Spray by Warranty Deed dated October 19, 1971, recorded in Deed Book 4-J at Page 75, Oglethorpe County, Georgia Records.

Exhibit B

Map



SURVEY FOR

**EUGENE SPRAY**

DATE 5-29-71	DRAWN BY D-51	APPROVED
SCALE 1"=50'	REVISED	<i>[Signature]</i>

237 GMD OGLETHORPE COUNTY, GEORGIA

LANDS PLANNERS

REGISTERED ENGINEER & SURVEYOR

ADAMS, GA

IN AN OPENING 180° THAT IS A CORNER  
 REPRESENTATION OF THE LAND PLATED  
 HAS BEEN PLACED IN CONFORMANCE  
 WITH THE SURVEY STANDARDS AND  
 REQUIREMENTS OF LAW.



HAYDEN

**Environmental Covenant  
Persons with Interests other than Fee Simple  
Wolfskin Subdivision - 1623 Athens Road  
Arnoldsville, Oglethorpe County, Georgia**

W. L. Ash  
1615 Athens Road  
Crawford, GA 30630

Sarah Floyd  
10 Wolfskin Road  
Arnoldsville, GA 30619

O Arnoldsvile Road  
Doris Dawson  
P.O. Box 103  
Arnoldsville, GA 30619

1594 Arnoldsville Road  
MABG Investments II, LLP  
2570 Lake Erin Drive  
Tucker, GA 30084

Crawford City Water Works  
779 Water Works Rd  
Crawford, GA 30630

Rayle Electric Membership Corporation  
786 Athens Road  
Lexington, GA