



FILED IN OFFICE

2022 JUL 26 A 11:18

DANIELLE F. FORTE
MUSCOGEE COUNTY
SUPERIOR COURT

After Recording Return to:
Bradley White
Senior Vice President, Operations
Cessna Aircraft Company
One Cessna Boulevard
Wichita, Kansas 67277

CROSS-REFERENCE:
County: _____
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 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 Cessna Aircraft Company (hereinafter "Cessna") as set forth herein.

Fee Simple Owner(s)/Grantor(s): Cessna Aircraft Company
One Cessna Boulevard
Wichita, Kansas 67277

Grantee/Holder with the power to enforce: Cessna Aircraft Company
One Cessna Boulevard
Wichita, Kansas 67277

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 30334-9000

Persons with Interests other than Fee Simple: None

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 16.24 acres of real property located at 4800 Cargo Drive, Columbus, Muscogee County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on February 26, 1999 to The Cessna Aircraft Company; such conveyance is recorded in Deed Book 5259, Page 167, of the Muscogee County deed records. The Property is located in Land Lot 58 of the 9th District of Muscogee County, Georgia.

The tax parcel of the Property is 112 003 002 of Muscogee County, Georgia. The Property appears as Lot 100C and a legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

The entire Property will be subject to the activity and use limitations described herein and The Restricted Use Zone ("RUZ") at the Property that will be subject to additional activity and use limitations is approximately 0.34 acres measuring 100 feet by 150 feet lying entirely within the Property. A map of the RUZ is attached as Exhibit B1.

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 Cessna 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 Cessna facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
Response and Remediation Program, Voluntary Remediation Unit
2 Martin Luther King Jr. Drive
Suite 1054 East
Atlanta, GA 30334-9000
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:

- A. **Monitoring and Maintenance.** The Monitoring and Maintenance Plan dated April 5, 2022 (as may be amended from time to time with EPD's written approval) shall be implemented to ensure that annual inspections are performed within the RUZ to verify the integrity of the engineered controls, document their condition, and ensure that they are fully restored following any utility work or other activities which breach such engineered controls. Monitoring and maintenance shall also be performed to ensure the continued operation of the soil vapor extraction (SVE) system to mitigate vapor intrusion and groundwater monitoring will also be conducted to document the continued groundwater quality until such time that continued SVE system operation and maintenance and groundwater monitoring is determined no longer necessary. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan, will be maintained at the EPD office listed above.

- B. The Property shall be used only as non-residential property as defined in Section 391-3-19-.02(2)(i) of the Rules. Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- C. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
- D. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part as part of the Corrective Action, or create a new exposure pathway, is prohibited.
- E. A RUZ for soil shall apply to the area shown in Exhibit B1. The RUZ activity and use limitations apply to all soil within the RUZ that is beneath the warehouse floor slab and soil on the exterior of the warehouse at a depth of 5 feet below land surface or greater and below an elevation of 307 feet North American Vertical Datum 1988. The activity and use limitations for the RUZ are listed below.
 - 1. Any intrusive construction activities within the RUZ will require a worker health and safety plan and a contaminated soil/debris management plan. These plans will be provided to EPD prior to initiating the construction work.
 - 2. Soil removal from the RUZ shall be prohibited, except that soil may be transported to an appropriately permitted waste disposal facility with prior facility notification of soil conditions and prior acceptance by the facility.
 - 3. The integrity of the warehouse concrete slab within the RUZ shall be maintained in its current condition or better to prevent occupants from contacting sub-slab materials and to minimize the potential for sub-slab vapors to enter the warehouse.

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, Deed Book 5259, Page 167, of the Muskogee County deed records where this Environmental Covenant and any amendments thereto are 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. 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.

- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property.
- D. The Grantor shall maintain the soil vapor extraction (SVE) system and monitor groundwater and soil vapors for the time required by EPD. These activities will be conducted in accordance with the EPD-approved Monitoring and Maintenance Plan.
- E. Annually, but no later than 90 days following the effective date of this environmental covenant, Grantor shall submit to EPD an Annual Report as specified in the Monitoring and Maintenance Plan including: groundwater monitoring results, SVE operations, soil vapor results, and certification of the compliance status with the Property activity and use limitations.

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 Cessna 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 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, Cessna 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, Cessna 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). Cessna represents and warrants that all of the following are true and correct:

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

EPD's Environmental Covenants Registry

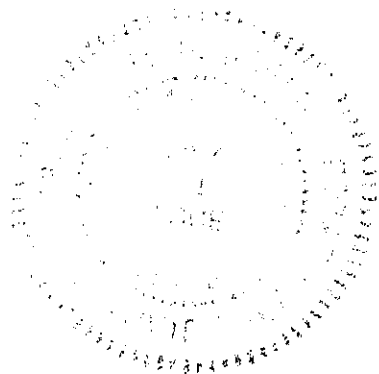
This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

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

Cessna Aircraft Company

Bradley J White
(Signature)

Signed in the presence of:

Bradley White

Senior Vice President, Operations

Linda McComber
Unofficial Witness (signature)

LINDA MCCOMBER
Unofficial Witness (print name)

State of Kansas

County of Sedgwick

This instrument was signed or attested before me this 6 day of June, 2022 by

Personally Known
 Produced Identification

Margo L. Mahalic
Notary Public (Signature)

My Commission Expires: 01-16-2023

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 29 day of June, 2022

(Signature)

[Name]
Director, Environmental Protection Division

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 29 day of June, 2022 by

[Name]

Personally Known
 Produced Identification

Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) 6/1/2026

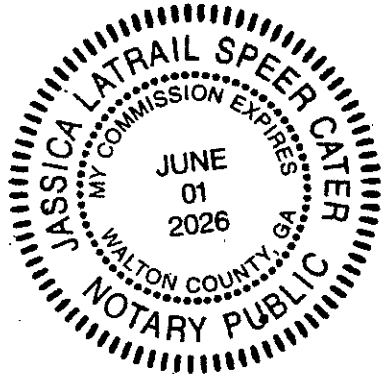


Exhibit A
Legal Description of Property

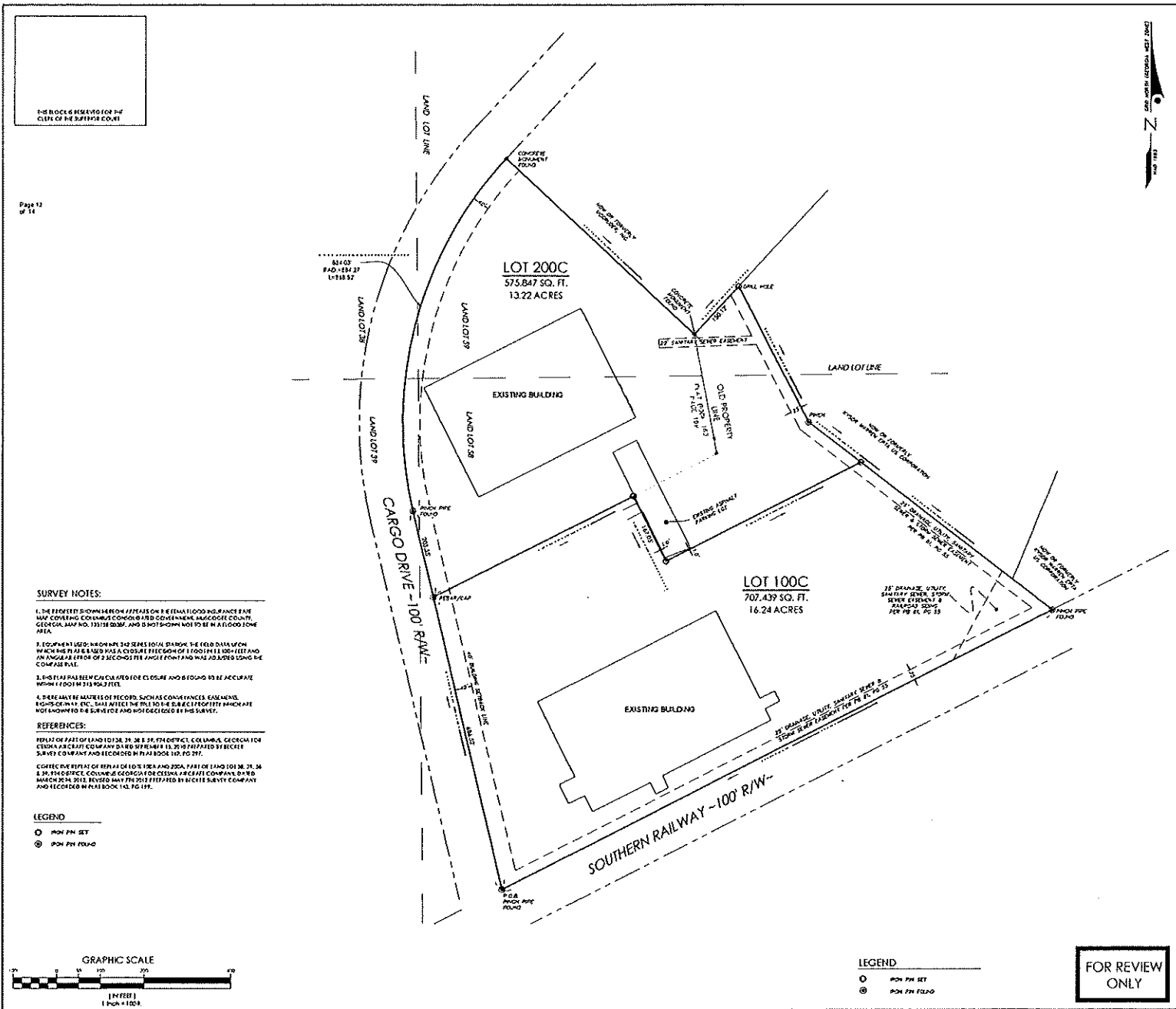
LEGAL DESCRIPTION

LOT 100C

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 58, IN THE 9TH DISTRICT OF COLUMBUS, MUSCOGEE COUNTY, GEORGIA, CONTAINING 16.24 ACRES, MORE OR LESS, AND BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:

BEGINNING AT A PINCH PIPE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAILROAD (100 FEET IN WIDTH) AND EASTERLY RIGHT-OF-WAY LINE OF CARGO DRIVE (100 FEET IN WIDTH); THENCE RUNNING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CARGO DRIVE NORTH 13 DEGREES 20 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 686.52 FEET TO A CAPPED REBAR; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE AND RUNNING NORTH 63 DEGREES 10 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 513.85 FEET TO A CAPPED REBAR; THENCE RUNNING SOUTH 26 DEGREES 49 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 167.05 FEET TO A CAPPED REBAR; THENCE RUNNING NORTH 63 DEGREES 10 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 501.23 FEET TO A CAPPED REBAR; THENCE RUNNING SOUTH 52 DEGREES 29 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 555.13 FEET TO A PINCH PIPE ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAILROAD ; THENCE RUNNING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAILROAD SOUTH 63 DEGREES 10 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1415.75 FEET THE **POINT OF BEGINNING**.

Exhibit B
Map of Property



THE BLOCK HEREIN IS FOR THE CLERK OF THE SUPERIOR COURT

Page 12 of 14

SURVEY NOTES:

1. THE PROPERTY BOUNDARIES APPEAR ON A REVENUE FLOOD INSURANCE RATE MAP CONVEYING CONVEYANCE COMMISSIONED GOVERNMENT, MUSCOGEE COUNTY, GEORGIA, MAY 10, 1931, 100,000, AND IS NOT SHOWN NOT TO BE IN A FLOOD ZONE AREA.
2. EQUIPMENT USED: HATCHER 340 SERIES TOTAL STATION, THE 1000 DUAL AXIS WHICH HAS A RANGE AND A CLOSURE PRECISION OF 1 FOOT IN 1.1, 100 FEET AND AN ANGLE ACCURACY OF 2 SECONDS PER ANGLE FRONT AND WAS ADJUSTED USING THE COMPASS TEST.
3. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 315 HUNDRED FEET.
4. THERE MAY BE MATTERS OF RECORD, SUCH AS CONVEYANCES, EASEMENTS, EIGHTHEDS, ETC., THAT AFFECT THE TITLE TO THE SUBJECT PROPERTY WHICH ARE NOT KNOWN TO THE SURVEYOR AND NOT RECORDED BY THE SURVEYOR.

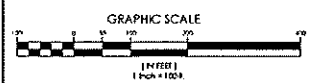
REFERENCES:

REPLAT OF PART OF LAND LOTS 38, 39, 58 & 59, 9TH DISTRICT, COLUMBUS, GEORGIA, FOR CESSHA AIRCRAFT COMPANY DATED SEPTEMBER 11, 2010 PREPARED BY BECKER SURVEY COMPANY AND RECORDED IN PLAT BOOK 100, PG 297.

RECONVEYANCE OF PART OF LOTS 38 AND 39A, PART OF LAND LOTS 38, 39 & 59, 9TH DISTRICT, COLUMBUS, GEORGIA, FOR CESSHA AIRCRAFT COMPANY DATED MARCH 26, 2012, REVISED MAY 17, 2012 PREPARED BY BECKER SURVEY COMPANY AND RECORDED IN PLAT BOOK 100, PG 197.

LEGEND

- IRON PIN SET
- ⊙ IRON PIN FOUND



LEGEND

- IRON PIN SET
- ⊙ IRON PIN FOUND

FOR REVIEW ONLY

OWNER'S CERTIFICATE:

STATE OF GEORGIA
COUNTY OF MUSCOGEE

THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE TRUE OWNER OF THE LAND SHOWN ON THIS PLAN AND THAT THE PLAN AND THE IMPROVEMENTS SHOWN THEREON ARE ASSOCIATED THEREWITH AND AS APPLICABLE REQUIREMENTS AND STANDARDS OF THE COLUMBUS LAND DEVELOPMENT CODE.

OWNER: CESSHA AIRCRAFT COMPANY
OWNER ADDRESS: ONE CESSHA BOULEVARD
WICHITA, KS 67371-2124

OWNER SIGNATURE: [Signature]
DATE: [Date]

DEPARTMENT OF ENGINEERING

STATE OF GEORGIA
STREETS AND HIGHWAY DESIGN, CONSTRUCTION PLANS AND ESTIMATES MEET THE REQUIREMENTS OF THE CODES OF COLUMBUS, GEORGIA AND ARE APPROVED BY THE DEPARTMENT OF ENGINEERING OF COLUMBUS, GEORGIA.

DATE: [Date]
DEPARTMENT OF ENGINEERING: [Signature]

PLANNING DIVISION

ALL REQUIREMENTS OF THE COLUMBUS LAND DEVELOPMENT CODE HAVING BEEN REFERRED TO AND FULFILLED BY THIS PLAN AND THE PLAT AND RETURNED APPROVED DATE: [Date]

THE UNDERSIGNED AS ENGINEER UNDER THE AUTHORITY OF THE CITY COUNCIL OF THE COLUMBUS CONSOBATED GOVERNMENT HEREBY APPROVES THIS PLAN AS BEING IN ACCORDANCE WITH THE CITY OF COLUMBUS, GEORGIA, ACCORDING TO THE SPECIFICATIONS OF ALL STREET, EASEMENTS, AND OTHER PUBLIC UTILITIES AND REQUIREMENTS OF THE COLUMBUS LAND DEVELOPMENT CODE AND CERTIFIES THAT THE OWNER HAS MET THE DATE OF APPROVAL.

DATE: [Date]
PLANNING DIVISION: [Signature]

NOTES

CONSOLIDATED GOVERNMENT OF COLUMBUS SHALL NOT BE RESPONSIBLE FOR ANY PERSON OR DAMAGE OF THE BENTON ROW AND STAIRWAY THEREON.

ALL EASEMENTS AND CONVEYANCES SHOWN HEREON ARE PRIVATE EASEMENTS EXCEPT THOSE CROSSING HIGHWAYS WHICH ARE PUBLIC.

FEAR TO COMMISSION ANY LAND-ENVELOPING ACTIVITY ON ANY LOT FROM A REE FIELD OR NON-FIELD PLAN MUST BE APPROVED BY THE CREATORS. SAID PLAN MUST BE APPROVED BY A LICENSED SURVEYOR IN EACH AND EVERY CASE AND COMPLY WITH THE APPLICABLE SECTIONS OF THE COLUMBUS LAND DEVELOPMENT CODE.

SURVEYOR'S CERTIFICATE:

AS REQUIRED BY SECTION 15-2-1 OF O.C.G.A. SECTION 15-2-1, I, THE SURVEYOR, HAVE PREPARED THIS PLAN AND CERTIFIED AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS AND RECORDS AS REFERRED TO APPROVED DATE: [Date]

SCALABLE PLANS OF DATE AND METHOD, SUCH AS APPROVAL OR INFORMATION SHOULD BE CONSIDERED WITH THE APPROPRIATE CONVEYANCE DOCUMENT BY ANY PURCHASER OF LAND OF THIS PLAN AS TO WHETHER USE OF ANY PART.

FOR THE PURPOSE OF THIS PLAN, I HAVE CONDUCTED A SURVEY OF THE LAND SHOWN ON THIS PLAN AND HAVE FOUND THAT THE LAND IS NOT SUBJECT TO ANY EASEMENT OR OTHER INTEREST OF RECORD AND THAT THE LAND IS NOT SUBJECT TO ANY EASEMENT OR OTHER INTEREST OF RECORD AND THAT THE LAND IS NOT SUBJECT TO ANY EASEMENT OR OTHER INTEREST OF RECORD AND THAT THE LAND IS NOT SUBJECT TO ANY EASEMENT OR OTHER INTEREST OF RECORD.

DATE: [Date]
SURVEYOR: [Signature]

REPLAT OF
LOTS 100B AND 200B
PART OF LAND LOTS 38, 39, 58 & 59, 9TH DISTRICT
COLUMBUS, MUSCOGEE COUNTY, GEORGIA
FOR
CESSHA AIRCRAFT COMPANY
SCALE: 1" = 100' APRIL 27th, 2021



Billing Address:
5823 Willow Bend Run
Columbus, GA 31907
www.beckersurvey.com

Field Office:
7002 Storage Court, Suite 7
Columbus, GA 31907
Office: 706.522.8711
Fax: 800.786.2978
C.O.A. - CA-103453

Exhibit B1
Map of RUZ

