

FILED & RECORDED
CLERK'S SUPERIOR COURT
HEARD COUNTY, GA.

2021 DEC -6 AM 10:46

BY Bf
TAMMIE TEAL, CLERK

After Recording Return to:
Autostix, LLC
Ryan Witges
2201 North Willenborg St., Suite 2
Effingham, IL 62401

CROSS-REFERENCE:
County: Heard
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 Agracel, Inc. as set forth herein.

Fee Simple Owner(s)/Grantor(s):

Autostix, LLC
c/o Agracel, Inc.
2201 North Willenborg St., Suite 2
Post Office Box 1107
Effingham, IL 62401

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

Agracel, Inc.
2201 North Willenborg St., Suite 2
Effingham, IL 62401

**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**

CONTINUED NEXT PAGE

(lessee in possession):

JAC Products, Inc.
22 S. Industrial Drive
Saline, MI 48176

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 67.04 acres of real property located at 266 Mary Johnson Drive, Franklin, Heard County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on January 8, 2020 to Autostix, LLC; such conveyance is recorded in Deed Book 0485, Page 0460, of the Heard County deed records. The Property is located in Land Lots 98 and 107 of the 13th District of Heard County, Georgia.

The tax parcel of the Property is 00300181 of Heard 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 Autostix, LLC, Agracel, Inc., JAC Products, 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 JAC Products facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Branch, Response and Remediation Program
2 Martin Luther King, Jr. Dr. 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 Property is subject to the following activity and/or use limitations:

- A. **Real Property.** The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(r). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.

- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose 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 Agracel, 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.
- 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, to apply for a building permit for construction at the Property, or to perform any site work.

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 Agracel, 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, Agracel, 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, Autostix, LLC 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, Autostix, LLC 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). Autostix, LLC represents and warrants that all of the following are true and correct:

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

Agracel, Inc.
2201 North Willenborg St., Suite 2
Effingham, IL 62401

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

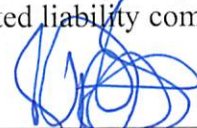
AUTOSTIX, LLC, a Illinois
limited liability company



(Seal)
Unofficial Witness

Ryan Witges

Print Name

By: 

Name: R. Dean Bingham
Title: President, Agracel, Inc.

State of Illinois
County of Effingham

This instrument was signed or attested before me
this 24th day of September, 2021,
by R. Dean Bingham.

Personally Known
 Produced Identification

Jason Runde

Notary Public (Signature)

My Commission Expires: 7/28/23

(Notary Seal)

"Official Seal"
JASON RUNDE
Notary Public, State of Illinois
My Commission Expires 7/28/23

Agracel, Inc.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Agracel, Inc, an Illinois Corporation



(Seal)
Unofficial Witness

Ryan Witges
Print Name



By: _____
Name: R. Dean Bingham
Title: President

State of Illinois
County of Effingham

This instrument was signed or attested before me
this 24th day of September, 2021,
by R. Dean Bingham.

Personally Known
 Produced Identification

Jason Runde
Notary Public (Signature)

My Commission Expires: 7/28/23

(Notary Seal)

"Official Seal"
JASON RUNDE
Notary Public, State of Illinois
My Commission Expires 7/28/23

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

JAC PRODUCTS, INC., a MICHIGAN
corporation

[Signature]
(Seal)
Unofficial Witness
Lori L. Mull
Print Name

By: [Signature]
Name: DENNIS KIDBY
Title: CEO

Lon L. Mull
Notary Public of Michigan
Washtenaw County
Expires 03/13/2027
Acting in the County of _____

State of Michigan
County of Washtenaw

This instrument was signed or attested before me
this 29th day of September, 2021,
by Dennis Kidby.

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: 3-13-27



(Notary Seal)

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 4 day of November, 2021 :

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEPARTMENT OF NATURAL
RESOURCES, ENVIRONMENTAL
PROTECTION DIVISION

Tallan Robinson
(Seal)

By: *[Signature]*
Name: RICHARD DUNN
Title: DIRECTOR

Unofficial Witness
Kathleen Robinson
Print Name

State of Georgia
County of Fulton

This instrument was signed or attested before me
this 4 day of November, 2021,
by Richard Dunn.

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(Notary Seal)

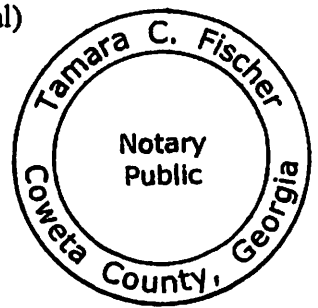


Exhibit A
Legal Description of Property

EXHIBIT A
LEGAL DESCRIPTION

SURVEYOR'S WRITTEN DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 98 AND 107 OF THE 13TH LAND DISTRICT OF HEARD COUNTY, GEORGIA, AND BEING A 67.04 ACRE TRACT, WITH THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT AN OLD CONCRETE MONUMENT DISTURBED LOCATED ON THE WESTERN RIGHT OF WAY OF MARY JOHNSON DRIVE (50' PUBLIC R/W) AND BEING LOCATED 1500' +/- FROM THE RIGHT OF WAY OF STATE ROAD 34; THENCE RUNNING ALONG SAID RIGHT OF WAY S22°34'26"W 414.56' TO AN IRON PIN OLD 1/2" REBAR; THENCE S04°56'04"W 590.76' TO A SET MAG NAIL; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 263.78', A RADIUS OF 1333.27 AND A CHORD BEARING AND DISTANCE OF S11°45'29"W 263.35 TO AN IRON PIN SET 1/2" REBAR; THENCE S16°43'29"W 229.42' TO AN IRON PIN OLD 1/2" REBAR; THENCE S16°19'29"W 305.44 TO AN IRON PIN OLD 1/2" RB; THENCE S15°28'40"W 212.50' TO AN IRON PIN SET 1/2" REBAR; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING N74°45'32"W 382.68' TO AN IRON PIN SET 1/2" REBAR; THENCE S15°05'32"W 374.38' TO AN IRON PIN SET 1/2" REBAR; THENCE S87°37'01"W 522.11' TO AN IRON PIN OLD 3/4" OPEN TOP; THENCE S87°34'56"W 52.23' TO AN IRON PIN SET 1/2" REBAR; THENCE N07°50'30"W 1414.71' TO AN IRON PIN SET 1/2" REBAR; THENCE S83°51'52"E 224.42' TO AN IRON PIN OLD 3/4" OPEN TOP; THENCE N11°37'08"E 1319.67' TO AN IRON PIN OLD 3/4" OPEN TOP; THENCE S67°02'39"E 422.47' TO AN OLD CONCRETE MONUMENT; THENCE S67°06'55"E 123.53' TO AN OLD AXLE; THENCE S69°28'58"E 147.90 TO AN OLD CONCRETE MONUMENT; THENCE S66°02'21"E 89.95' TO AN OLD CONCRETE MONUMENT; THENCE S74°26'29"E 512.08' TO THE POINT OF BEGINNING.

Exhibit B
Map of Property

