

After Recording Return to:

Andrea L. Rimer
Troutman Sanders LLP
600 Peachtree Street, Suite 5200
Atlanta, GA 30308

Instrument # 3144

VOL. 1814 PG. 150

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor: Burlen Corporation
P.O. Box 168
Tifton, GA 31793

Grantee/Holder: Burlen Corporation
P.O. Box 168
Tifton, GA 31793

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 1054 East Tower
Atlanta, GA 30334

RECORDED
TIFT COUNTY
CLERK'S OFFICE
2015 AUG 25 AM 11:43
C. P. RICE
CLERK

Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a portion of the Burlen Corporation property (hereinafter "Property"), located at 26 Forstmann Road in Tifton, Tift County, Georgia. This tract of land was conveyed on December 10, 2004 from the Tift County Development Authority to Burlen Corporation, recorded in Deed Book 1158, Pages 236-240 of the Tift County Records. The area is located in Land Lot 307 of the 6th Land District of Tift County, Georgia. The property consists of approximately 2.30 acres, and is part of a property developed as a warehouse and distribution facility. A complete legal description and map of the area is attached as Exhibit A.

Tax Parcel Number(s):

Tax Parcel 0046 006 of Tift County, Georgia

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Name and Location of Administrative Records:

Documents regarding this property 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

Description of Contamination and Corrective Action:

This Property was listed on the state's hazardous site inventory as Former Forstmann & Company Site #10473 and designated as needing corrective action. The property has since been determined to meet the delisting requirements of Section 391-3-391-.05(4) of the Rules for Hazardous Site Response. No further action is required at this property, and it has been removed from the state's hazardous site inventory. The notice requirements of O.C.G.A. § 12-8-97 no longer apply to this property and prior notices given under this code section are no longer in effect. The property owner or the Georgia Environmental Protection Division may be contacted for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Burlen Corporation ("Burlen") and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), and their respective successors and assigns. This Environmental Covenant is required because a release of 1,1-dichloroethene occurred on the Property and is present at concentrations in compliance with nonresidential risk reduction standards. This constituent 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 consists of the installation and maintenance of institutional controls (restrictions on use of groundwater and limitation of use to non-residential) to protect human health and the environment.

Grantor, Burlen, hereby binds Grantor, and its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Burlen and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Burlen makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of

this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD, Burlen and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Burlen or its successors, agents and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey a fee title interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Tift County zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any residential use of the Property shall be prohibited until such time as EPD has concurred that the vapor intrusion pathway has been addressed for residential use. 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.
5. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
6. Right of Access. In addition to any rights already possessed by EPD and/or Burlen, the Owner shall allow authorized representatives of EPD and/or Burlen the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
7. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Burlen as Holder, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.

8. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards, as defined in Georgia Rules for Hazardous Site Response (Rules) Section 391-3-19-.07, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
9. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
10. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the 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;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 7 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

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

Burlen Corporation
 Attn: Chief Financial Officer or Controller
 P.O. Box 168
 Tifton, GA 31793

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 18th day of August, 2015.

Signed, sealed, and delivered in the presence of:

Lisa P. Young
Unofficial Witness (Signature)

Lisa P. Young
Unofficial Witness Name (Print)

Melissa Oliver
Unofficial Witness (Signature)

melissa Oliver
Unofficial Witness Address (Print)

Sharon C. Sizemore
Notary Public (Signature)



My Commission Expires: _____

Signed, sealed, and delivered in the presence of:

Doralee Kirkland
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

Unofficial Witness (Signature)

Unofficial Witness Address (Print)

Cristal Sailors
Notary Public (Signature)

My Commission Expires: 11/22/17

For the Grantor and the Grantee/Holder:

Burlen Corporation
Name of Grantor and Grantee/Holder (Print)

Gary D. Beggs (Seal)
Authorized Representative (Signature)

GARY D. BEGGS
Authorized Representative Name (Print)

VICE PRESIDENT OF OPERATIONS
Title of Authorized Representative (Print)

Dated: 6-30-15

(NOTARY SEAL)

For the State of Georgia Environmental Protection Division:

Judson H. Turner
(Signature) (Seal)

Judson H. Turner
Director

Dated: 8/18/15

(NOTARY SEAL)



LEGAL DESCRIPTION

A rectangular tract containing 2.30 acres of land in LL 307 in the 6th LD of Tift County, Georgia located in the southeast corner of Tract 4 shown on a Survey made for the Tift County Development Authority, et al. dated January 13, 1997 and recorded in Plat Book 30 on Page 131 in the Office of the Clerk of the Superior Court of Tift County, Georgia. This rectangular tract fronts southward 400 feet on Hunt Road and extends northward of even width 250 feet and is cross-hatched with black lines on the sketch hereto attached as Exhibit A-1.

$N76^{\circ}26'45''E - 847.66'$
 $C=861.53' \text{ RAD}=1382.69'$

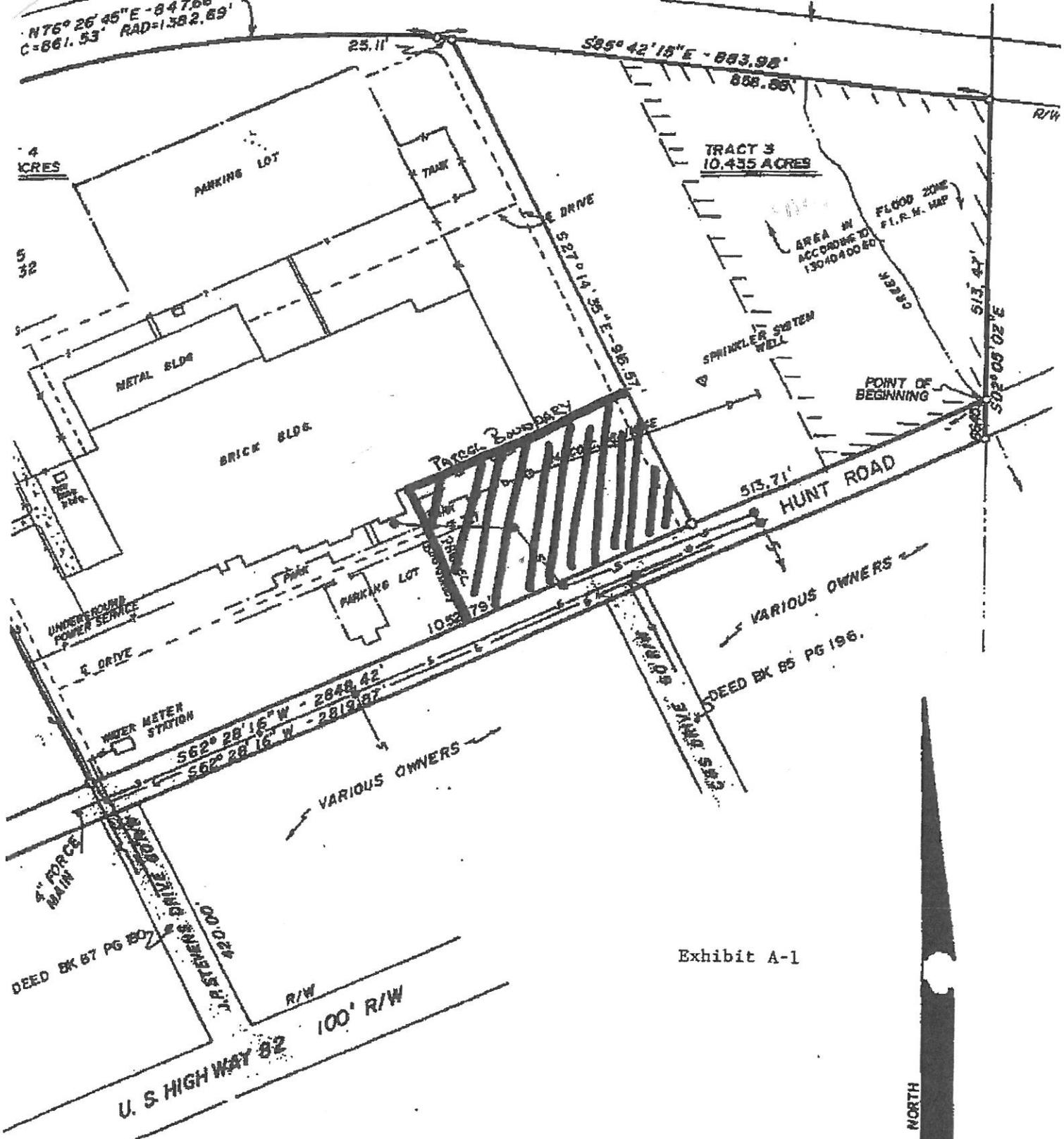


Exhibit A-1

MAGNETIC NORTH