

FILED FOR RECORD:

1-10-18  
Deed Book: 456  
Page No.: 249

KRISTIN C. HALL  
CLERK, E.C.S.C

After Recording Return to:

Emanuel County Development Authority  
124 N. Main St., Swainsboro, GA 30401

CROSS-REFERENCE: Deed Book: 68  
Page: 148

### 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:** Emanuel County Development Authority  
124 N. Main St., Swainsboro, GA 30401

**Grantee/Holder:** Scott Figgie LLC  
34407 DuPont Boulevard, Suite 6, Frankford, DE 19945

**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

**Parties with interest in the Property:** Kongsberg Interior Systems II dba Kongsberg Automotive (Lessee)  
162 East Meadowlake Parkway, Swainsboro, GA 30401

### Property:

The property subject to this Environmental Covenant is the Former Automatic Sprinkler Company, located on 162 East Meadowlake Parkway in Swainsboro, Emanuel County, Georgia (hereinafter "Property"). This tract of land was conveyed on November 25, 1994 from Figgie International Real Estate, Inc. to Emanuel County Development Authority recorded in Deed Book 68, Page 148, Emanuel County Records. The Property is located in the 53rd District of Emanuel County, Georgia. The parcel consists of 6.91 acres as described in the Plat of Survey prepared by Lamar O. Reddick dated January 24, 1989 and recorded in Plat Book 14, Page 212. A complete legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

### Tax Parcel Number(s):

S12 005 of Emanuel County, Georgia

### Name and Location of Administrative Records:

I, Kristin C. Hall, Clerk of Superior Court, Emanuel County, Georgia, certify that the foregoing is a true and accurate copy of

Environmental  
Covenant as on file in this  
office. Denise Hobbs  
Deputy Kristin C. Hall, Clerk

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents (as same may be amended from time to time with written approval from EPD):

- Voluntary Remediation Program (VRP) Application (April 2011) and VRP Application Addendum (November 2011)
- Semi-Annual VRP Status Reports 1 through 10 (August 2012 through February 2017)
- VRP Compliance Status Report (February 2017)

These documents are available at the following locations in the files for HSI No. 10268:

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

Amec Foster Wheeler Environment & Infrastructure, Inc.  
1075 Big Shanty Rd., Kennesaw, GA 30144

**Description of Contamination and Corrective Action:**

This Property 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 Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Emanuel County Development Authority, its successors and assigns, Scott Figgie LLC, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of regulated substances occurred on the Property. Trichloroethene (TCE), 1,1-dichloroethene, cis-1,2-dichloroethene, vinyl chloride, 1,1,1-trichloroethane, 1,1,2,2-tetrachloroethane, 1,1,2-trichloroethane, and 1,2-dichloroethane are "regulated substances" 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 engineering controls (natural attenuation groundwater monitoring system and control of vapor intrusion, and, as appropriate, in the event future buildings are built over impacted areas) and institutional controls (restrict groundwater usage, limit property use to non-residential activities) to protect human health and the environment.

Grantor, Emanuel County Development Authority, hereby binds Grantor, 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 Scott Figgie LLC and the 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.

Emanuel County Development Authority 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 10; 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 Scott Figgie LLC, EPD, Emanuel County Development Authority and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Scott Figgie LLC or its successors and assigns, Emanuel County Development Authority or its successors 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 any 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. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
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. **Monitoring.** A Revised Monitoring Plan will be detailed in the VRP CSR (to be submitted in February 2017) and must be implemented by Scott Figgie LLC to evaluate if the groundwater contaminant fate and transport modeling predictions remain valid and to monitor that groundwater concentrations do not migrate off-site at concentrations above allowable drinking water levels.
5. **Periodic Reporting.** Annually, by no later than February 28, 2018 following the effective date of this Environmental Covenant, Scott Figgie LLC shall submit to EPD an Annual Report as specified in the Revised Monitoring Plan including, but not limited to: groundwater monitoring results, inspection activities, certification of non-residential use of the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. A copy of each Report will be provided to the Owner and Lessee.
6. **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 Emanuel County's zoning regulations 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. With the exception of work necessary for the maintenance, repair, replacement of engineering controls, or as otherwise approved by EPD, activities that are prohibited include construction of a new building over impacted areas without additional assessment/mitigation of the vapor intrusion exposure pathway.

7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
8. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained, by Scott Figgie LLC, that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD and/or Scott Figgie LLC, the Owner shall allow, or arrange for, authorized representatives of EPD and/or Scott Figgie LLC the right to enter the Property at reasonable times and with reasonable notice for the purpose of evaluating the Corrective Action; taking samples, undertaking and inspecting the Corrective Action conducted at the Property, and determining compliance with this Environmental Covenant. Reasonable accommodations, such as nighttime or weekend work, must be made, at no cost to the Owner or Lessee, if the activities will substantially disrupt the ability of the Lessee to conduct its business.
10. 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. Scott Figgie LLC shall send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, Scott Figgie LLC shall also send a file-stamped copy to each of the following: (1) the Owner, (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.
11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-1 *et seq.*, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of 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.*
12. 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.
13. No EPD Interest in Property Created. 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 10 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

Scott Figgie LLC  
Attention: Troy Chute  
34407 DuPont Boulevard, Suite 6  
Frankford, DE 19945

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 10<sup>th</sup> day of FEBRUARY, 2017.

Signed, sealed, and delivered in the presence of:

Donna Haddock  
Unofficial Witness (Signature)

Donna Haddock  
Unofficial Witness Name (Print)

102 South Main Street  
Swainsboro, GA 30401  
Unofficial Witness Address (Print)

Eliza R. Noles  
Notary Public (Signature)

My Commission Expires: 2/21/17

**For the Grantor:**

Emanuel County Development Authority

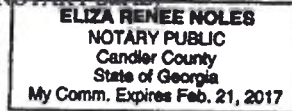
Name of Grantor (Print)

G William Donaldson II  
Grantor's Authorized Representative (Signature)

G William Donaldson II  
Authorized Representative Name (Print)

Chairman  
Title of Authorized Representative (Print)

Dated: 2/10/17  
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Sydney Bregden  
Unofficial Witness Name (Print)

2 MLK JR. DR. SE  
Atlanta, GA 30334  
Unofficial Witness Address (Print)

Tamara C. Fischer  
Notary Public (Signature)

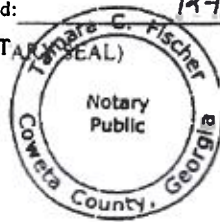
My Commission Expires: 7-27-18

For the State of Georgia  
Environmental Protection Division:

[Signature] (Seal)  
(Signature)

Judeen H. Turner Richard E. Durr  
Director

Dated: 12-11-17  
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

[Signature]  
Unofficial Witness (Signature)

Carlton Vickers  
Unofficial Witness Name (Print)

904 Coastal Hwy  
Peacock Island DE 19944  
Unofficial Witness Address (Print)

[Signature]  
Notary Public (Signature) Melissa von Bank

My Commission Expires: 10/30/18

For the Holder:

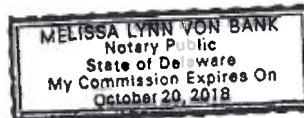
Scott Figgie LLC  
Name of Holder (Print)

[Signature]  
Holder's Authorized Representative (Signature)

Troy L. Chute  
Authorized Representative Name (Print)

Claims Manager  
Title of Authorized Representative (Print)

Dated: 12/22/17  
(NOTARY SEAL)



**Exhibit A**  
**Legal Description**



SALES TAX TRANSFER TAX  
 Paid 170.00  
 Date Dec 20 1994  
 Jay L. Linton  
 Clerk of Superior Court

LIMITED WARRANTY DEED

GEORGIA, EMANUEL COUNTY.

THIS INDENTURE, Made and entered into this 25<sup>th</sup> day of November, 1994, between FIGGIE INTERNATIONAL REAL ESTATE, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware with its principal office in Lake County, Ohio, of the First Part, and EMANUEL COUNTY DEVELOPMENT AUTHORITY, an instrumentality and public corporation of the State of Georgia, of the County of Emanuel and State of Georgia, of the Second Part: WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN AND NO/100 DOLLARS in hand paid, at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Party of the Second Part, its heirs and assigns, all the following described property, to-wit:

All those tracts or parcels of land, lying and being in the City of Swainsboro, 53rd G.M. District of Emanuel County, Georgia, and being designated as PARCEL NO. 3, TRACT NO. 1, containing 5.01 acres, PARCEL NO. 3, TRACT NO. 2, containing .52 of an acre, and PARCEL NO. 3, TRACT NO. 3, containing 1.38 acres, all as shown on a plat of survey prepared by Lamar O. Reddick, Georgia Registered Surveyor No. 1387, dated January 24, 1989, and recorded in Plat Book 14, page 212, Emanuel County Clerk's Office. Reference is hereby made to said plat for descriptive and all other legal purposes.

Said property is the same as that described in a Limited Warranty Deed dated October 27, 1989, from Figgie International, Inc., to Figgie International Real Estate, Inc., which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 17.



Emanuel County Development Authority/Limited Warranty Deed, Page 2.

page 124. Parcel No. 3, Tract No. 1, containing 5.01 acres, is the same as a 4.976 acre tract conveyed by A-T-O, Inc., formerly "Automatic" Sprinkler Corporation of America, to American LaFrance, Inc., by a Warranty Deed dated June 5, 1972, which is recorded in Emanuel County Records in Deed Book FX, pages 354-356. Parcel No. 3, Tract No. 2 is the same as that described as Parcel No. 2, conveyed by A-T-O, Inc., formerly "Automatic" Sprinkler Corporation of America, to American LaFrance, Inc., by a Warranty Deed dated June 5, 1972, which is recorded in Emanuel County Records in Deed Book FX, pages 354-356. Parcel No. 3, Tract No. 3, containing 1.38 acres is the same as a 1.377 acre tract conveyed by a Warranty Deed dated August 22, 1972, from Emanuel County Development Authority to American LaFrance, Inc., which is recorded in Emanuel County Records in Deed Book FY, page 312. Pursuant to a Merger Name Change dated June 6, 1975, American LaFrance, Inc., became A-T-O, Inc. Said Merger Name Change being recorded in Emanuel County Records in Deed Book 12, pages 124-129. Pursuant to Articles of Incorporation dated May 20, 1981, A-T-O, Inc., became Figgie International, Inc. Said Articles of Incorporation are recorded in Emanuel County Records in Deed Book 12, pages 130-132.

Said property is subject to the following:

1. Easement to American Telephone and Telegraph Company, recorded in Deed Book DB, page 516, Emanuel County Records.
2. Easement to The Altamaha Electric Membership Corporation recorded in Deed Book ER, page 117, Emanuel County Records.
3. Easement to Emanuel County, recorded in Deed Book EY, page 534, Emanuel County Records.
4. Easement to State Highway Department of Georgia, recorded in Deed Book FB, page 88, Emanuel County Records.
5. Easements to Georgia Power Company, recorded in Deed Book FF, page 470, Deed Book FI, page 298, Deed Book FB, page 333, and Deed Book FG, page 491, Emanuel County Records.
6. All other easements for utilities and road right-of-ways that are currently in use.

Emanuel County Development Authority/Limited Warranty Deed, Page 3.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its heirs, executors, administrators and assigns, in FEE SIMPLE; and said Party of the First Part specifically warrants the title to the said bargained property above described against the lawful claims of all persons claiming by, through or under the Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand and seal, and delivered these presents, the day and year first above written.

FIGGIE INTERNATIONAL REAL ESTATE, INC.

BY [Signature] 1SATTEST: [Signature] 1SSigned, Sealed and Delivered  
in the Presence of:Witness  
[Signature]  
Notary Public

SHARON D. SILVER  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
My Commission Expires June 8, 1998



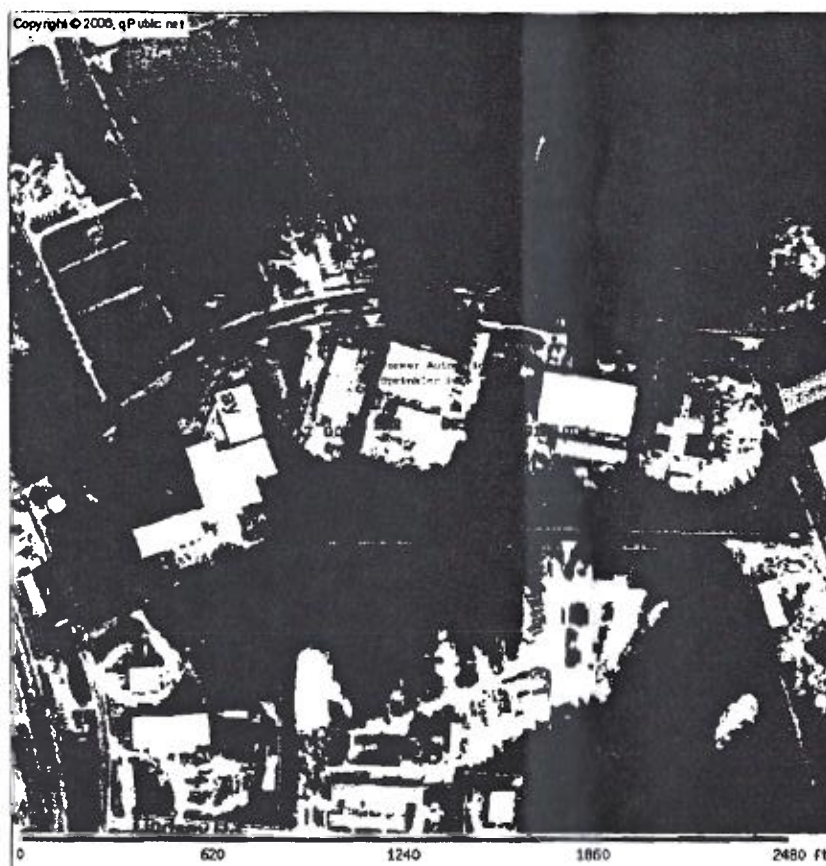
RECORDED

THIS 20 DAY OF Dec. 1994

[Signature]  
CLERK

**Exhibit B**  
**Map of the Property**

Emanuel County Parcel Maps

[http://qpublic4.qpublic.net/ga\\_emanuel\\_printit.html?extent=609817+937658+612477+940318&...](http://qpublic4.qpublic.net/ga_emanuel_printit.html?extent=609817+937658+612477+940318&...)

PARCEL INFORMATION TABLE	
Selected Parcel	512 005
Class Code (NOTE: Not Zoning Info)	E1
Taxing District	SWAINSBORO
Acres	6.91