

Georgia Department of Natural Resources

Environmental Protection Division

2 Martin Luther King, Jr. Dr., Suite 1456, Atlanta, Georgia 30334

Judson H. Turner, Director


Phone (404) 656-4713

CERTIFIED MAIL RETURN RECEIPT REQUESTED

JAN 27 2015

Bible Baptist Church, Inc.
c/o Ms. Monique Grier
4700 Skidaway Road
Savannah, Georgia 31404

Re: Executed Uniform Environmental Covenant
Martha's Dry Cleaners, HSI Site No. 10764
4608 Skidaway Road, Savannah, Chatham County
Tax Parcel: 2-0120-01-004

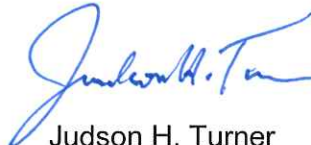

Doc ID: 028616840014 Type: AFF
Recorded: 02/12/2015 at 02:56:08 PM
Fee Amt: \$38.00 Page 1 of 14
Chatham, Ga. Clerk Superior Court
Daniel Massey Clerk Superior Court
BK **462** PG **351-364**

Dear Ms. Grier:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant (UEC) submitted for the former Martha's Dry Cleaners site. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of Chatham County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8.

Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. The submittal should include a certification that the parties named in Item 10 of the covenant have also been sent a file-stamped copy. If you have any questions, please contact Robin Futch, PG, PMP of the Response and Remediation Program at (404) 657-8686.

Sincerely,



Judson H. Turner
Director

Encl: Fully executed UEC – Parcel ID No. 2-0120-01-004

File: HSI# 10764

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334

CROSS-REFERENCE: Deed Book: 277R
Page: 0165

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.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified herein below. The effective date of this Environmental Covenant shall be the date upon which a fully executed original of this Environmental Covenant has been recorded in the deed records maintained by the Clerk of the Superior Court of Chatham County, Georgia in accordance with O.C.G.A. § 44-16-8(a).

Fee Owner of Property/Grantor:

Bible Baptist Church, Inc. (BBC)
c/o Mr. Alan Tanner
4700 Skidaway Road
Savannah, Georgia 31404

Grantee/Holder:

Bible Baptist Church, Inc.
c/o Mr. Alan Tanner
4700 Skidaway Road
Savannah, Georgia 31404

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1456 East Tower
Atlanta, Georgia 30334

Parties with interest in the Property:

Chatham County Public Works
Georgia Power
Atlanta Gas Light
AT&T
Comcast
City of Savannah Utility Services

Property:

The property subject to this Environmental Covenant (hereinafter "Property") consists of one (1) parcel of land, consisting of approximately 18.82 acres and located in Land Lot 2 of the S.W. Placentia Tract 8 Subdivision of the City of Savannah, Cook Ward, Chatham County, Georgia. A complete legal description of the Property and Permitted Exceptions is attached hereto as Exhibit A and a map of the area is attached hereto as Exhibit B.

Tax Parcel Number:

Tax Parcel: 2-0120-01-004

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- Voluntary Investigation and Remediation Plan and Application dated October 27, 2011
- First VRP Semiannual Progress Report, dated February 20, 2014

These documents are available at the following locations:

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

Bible Baptist Church, Inc.
4700 Skidaway Road
Savannah, Georgia 31404

Description of Contamination and Corrective Action:

This Property 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 made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor against the Property and in favor of BBC as Grantee/Holder and EPD as Grantee/Entity with express power to enforce the covenants set forth herein, and burdens and runs with the Property and is binding on the Grantor, the Grantees, and their respective successors and assigns. This Environmental Covenant is required because of the presence of volatile organic compounds ("VOCs") on the Property, including tetrachloroethene, trichloroethene, and cis-1,2-dichloroethene. These VOCs 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 institutional controls (limitation on use of groundwater and vapor intrusion evaluation) to protect human health and the environment. Accordingly, this Environmental Covenant imposes such limitations upon the use of the Property.

Grantor hereby declares that the uses to which the Property may be put shall be restricted as expressly set forth below under "Activity and/or Use Limitations," and such covenant shall run with the land and be binding upon Grantor, its successors and assigns in title to the land; further, Grantor hereby grants to BBC and EPD the express right and power to enforce said Activity and/or Use Limitations, together with such other rights as are expressly set forth herein in favor of such parties. 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 Activity and/or Use Limitations contained herein by any person or entity shall not bar subsequent enforcement by such person or entity and shall not be deemed a waiver of the person's or entity'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.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declaration: (i) shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (ii) is perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant and pursuant to O.C.G.A. § 44-16-9; and (iii) shall be binding on all parties and all persons claiming under or through Grantor, 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 or any interest therein occur before such time as this Environmental Covenant has been amended or revoked, then this Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

This Environmental Covenant shall inure to the benefit of BBC, EPD, and their respective successors and assigns and shall be enforceable by the Director of EPD ("Director") or his agents or assigns, as well as BBC 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) days' 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) days' 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 major site work that would affect the Property. The notification shall include a certification that the requirements of this Environmental Covenant were adhered to.

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 cross-reference the Deed Book and Page number of the recording location of this Environmental Covenant.

4. Periodic Reporting. The Owner shall inspect the property and applicable property instruments at *least annually* to ensure compliance with this document. Annually, by no later than March 1st following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Property Evaluation Form attached to this document as Exhibit C. This report should include photographs of the property and will document maintenance and inspection activities and whether or not the activity and use limitations in this Environmental Covenant are being abided by.

5. Activity and Use Limitation(s). Should the development or potential development of enclosed structure(s) occur the holder of this UEC shall assess the potential for vapor intrusion with tools/methods approved by the Georgia EPD. Should it be concluded through these tools/methods that the potential risk is above then current Georgia EPD regulatory guidance/thresholds, a vapor mitigation system or barrier shall be installed and maintained in any enclosed structures built on the affected area shown in Exhibit B.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other use shall be prohibited until HSRA regulated substances are treated to below the applicable RRS for groundwater. Any extracted groundwater from construction or utility work dewatering activities should be managed and disposed of in accordance with applicable rules and regulations. Should any dewatering of groundwater for construction or utility work purposes be necessary, a sanitary sewer system discharge permit should be acquired from Chatham County. The extracted water should be pretreated to Chatham County requirements prior to discharge into the sanitary sewer system. Extracted groundwater should not be discharged into the storm water system or surface waters. All management of impacted groundwater should be done in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Prior to conducting construction or subsurface utility work that may result in exposure to groundwater, a worker must have appropriate HAZWOPER training per OSHA's Hazardous Waste Operations and Emergency Response Standard 29 CFR 1910.120, and perform the work in accordance with a Health and Safety Plan prepared by a qualified safety professional. All management of impacted soil or groundwater performed in the execution of work should be done in accordance with this section.

7. Groundwater Monitoring. The Owner shall sample and analyze the following wells annually: MW-19, MW-21S, and MW-24 for up to two (2) years or a lesser period if approved by EPD unless the Director determines that further monitoring is necessary to protect human health and the environment. Test results shall be submitted to EPD on March 1st of each year.

8. Right of Access. In addition to any rights already possessed by EPD and/or BBC, the Owner shall allow authorized representatives of EPD and BBC the right to enter the Property at reasonable times for the purpose of determining compliance with this Environmental Covenant.

9. 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 Clerk of the Chatham County Superior Court, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days after recording (subject to Owner's receipt of such copy from the Clerk within such time period). Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real

property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.

10. 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, 2, 3, or 4 Risk Reduction Standards, as defined in Rules Section 391-3-19-.07, whereupon this 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.* This Environmental Covenant may also be modified upon approval of the Director.

11. 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.

12. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest in favor of EPD in the Property that is subject to the Environmental Covenant, it being acknowledged and agreed that EPD's interest is limited to that of a third party with right of enforcement. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest in favor of 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 except as set forth on Exhibit A, attached hereto and incorporated herein by reference;
- c) That to Grantor's knowledge, 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 to Grantor's knowledge, 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 numbered Activity and/or Use Limitation (9) above with a true and complete copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That to Grantor's knowledge, this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That to Grantor's knowledge, this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over this 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, Georgia 30334

Bible Baptist Church, Inc. (BBC)
c/o Ms Monique Grier
4700 Skidaway Road
Savannah, Georgia 31404

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 22nd day of December, 2014.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR BEGINNING ON FOLLOWING PAGE]

[CORPORATE ACKNOWLEDGMENT]

STATE OF Georgia
COUNTY OF Chatham

On this 22nd day of December, 2014, I certify that Monique Grice personally appeared before me, acknowledged that **he/she** is the Agent of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

WENDA LYNN MAXEY
Notary Public, Bulloch County, Georgia
My commission expires August 4, 2017

Wenda L. Maxey
Notary Public in and for the State of
Georgia, residing at Bulloch
My appointment expires Aug 4, 2017

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF Chatham

On this 22nd day of December, 2014, I certify that Monique Grice personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the Agent [type of authority] of Bible Baptist Church, Inc. [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

WENDA LYNN MAXEY
Notary Public, Bulloch County, Georgia
My commission expires August 4, 2017

Wenda L. Maxey
Notary Public in and for the State of
Georgia, residing at BULLOCH
My appointment expires Aug. 4, 2017

BIBLE BAPTIST CHURCH, INC.

Nomique A. Grinn - Business Adm./Agent
[Name of Signatory]
[Title]

Dated: 12/22/2014

WITNESS:
By: Marilyn Brand
Name: Marilyn Brand
Dated: 12-22-14

WITNESS
Signed, J. H. Turner, Director
My commission expires August 1, 2015

BIBLE BAPTIST CHURCH, INC.

Nomique A. Grinn - Business Adm./Agent
[Name of Person Acknowledging Receipt]
[Title]

Dated: 12/22/2014

WITNESS:
By: Marilyn Brand
Name: Marilyn Brand
Dated: 12-22-14

WITNESS
Signed, J. H. Turner, Director
My commission expires August 1, 2015

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

Judson H. Turner
Name: Judson H. Turner
Title: Director
Dated: January 22, 2015

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF Georgia
COUNTY OF Fulton

On this 22nd day of January, 2015, I certify that Sudson H. Turner
personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that
he/she was authorized to execute this instrument, and acknowledged it as the
Director [type of authority] of EPD [name of party being
represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned
in the instrument.



Cristal Sailors
Notary Public in and for the State of
Georgia, residing at Spalding.
My appointment expires 1/22/17.

Exhibit A

Legal Description of Property

Legal Description
Bible Baptist Church

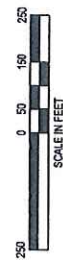
All that tract or parcel of land, lying and being in Cook Ward, City of Savannah, Chatham County, Georgia, being portions of Lots 8, 9, and 10 of the Placentia Tract, and being more particularly described as follows:

Commence at the intersection of the northeasterly right of way line of Glynwood Drive and the southeasterly right of way line of Skidaway Road; said point being the southwesterly corner of Lot 1, Glynwood Subdivision, as recorded in Subdivision Map Book A, page 193 of the records of the Clerk of Superior Court for Chatham County; thence proceed along the southeasterly right of way line of Skidaway Road N 21°51'19" E a distance of 130.29 feet to a point; said point being the POINT OF BEGINNING; thence continue with said right of way N 24°16'38" E a distance of 969.95 feet to an iron rebar, thence N 24°16'38" E a distance of 192.86 feet to an open top pipe; thence N 24°28'44" E a distance of 170.11 feet to an "X" in concrete; thence leave the southeasterly right of way line of Skidaway Road and run S 65°34'09" E a distance of 141.36 feet to an open top pipe on the westerly right of way line of LaRoche Avenue; thence with the westerly right of way line of LaRoche Avenue thence S 18°03'02" E a distance of 239.57 feet to an open top pipe; thence S 18°03'02" E a distance of 219.47 feet to an open top pipe; thence leave the westerly right of way line of LaRoche Avenue and run the following courses and distances; N 68°40'10" W a distance of 247.14 feet to a point; thence S 24°39'50" W a distance of 100.00 feet to a point; thence S 72°40'10" E a distance of 319.65 feet to an iron rebar on the westerly right of way line of LaRoche Avenue; thence along the westerly right of way of LaRoche Avenue S 19°02'26" E a distance of 551.13 feet to a concrete monument; thence leave the westerly right of way line of LaRoche Avenue and run the following courses and distances: S 78°22'13" W a distance of 96.00 feet to a point; thence S 82°51'26" W a distance of 76.50 feet to an iron rebar; thence S 01°07'30" W a distance of 68.00 feet to an iron rebar; thence S 68°32'47" E a distance of 250.00 feet to a concrete monument on the westerly right of way line of LaRoche Avenue; thence along the westerly right of way line of LaRoche Avenue S 18°03'47" E a distance of 207.00 feet to an iron rebar; thence N 69°07'29" W a distance of 572.25 feet to an iron rebar; thence S 01°08'41" E a distance of 173.00 feet to an iron rebar; thence N 68°08'41" W a distance of 675.42 feet to the POINT OF BEGINNING; said tract or parcel of land having an area of 820,606 square feet, or 18.84 acres, more or less.



Exhibit B

Map Showing Location of Property



MAP SOURCE: GOOGLE MAPS
SAVANNAH, GEORGIA

Project No.	ES117125
Client	AS SHOWN
Drawn By	EB
Checked By	WBA
Project No.	ES117125
Date	10/24/11

Terracon
Consulting Engineers and Scientists
2301 KENTLAND AVENUE
SAVANNAH, GA 31406
TEL: 912-435-4400 FAX: 912-435-4001

SITE AND VICINITY MAP
MARTHA'S DRY CLEANER
4528 SKIDAWAY ROAD
SAVANNAH, CHATHAM COUNTY, GEORGIA
HSI NO. 10764