


STATE OF GEORGIA
COUNTY OF CHATHAM


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Fee Amt: \$22.00 Page 1 of 7
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK **1298** PG **312-318**

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334-9000

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 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 O.C.G.A § 44-16-8(a).

Fee Owner of Property/Grantor: Gulfstream Aerospace Corporation
500 Gulfstream Road
Savannah, GA 31407

**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 30334-9000

Property:

The property subject to this Environmental Covenant is the Gulfstream Aerospace Corporation, located on 500 Gulfstream Road in Savannah, Chatham County, Georgia (hereinafter "Property"). The property was conveyed on 28 April 1987 from Savannah Airport Commission to Gulfstream Aerospace Corporation recorded in Deed Book 1340, Page 234, Chatham County Records. The Property, known as parcels A and B, Gulfstream Aerospace Corporation, 8TH G.M. District, Chatham County, Georgia. It is 111.08 acres of industrial property inside the city limits of Savannah, Georgia. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

1-0984-01-001 of Chatham County, Georgia

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]:

- Corrective Action Plan, Gulfstream Aerospace Corporation, Savannah, Georgia, September 21, 2015

This document is available at the following location:

Georgia Environmental Protection Division
Land Protection Branch
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334-9000
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property is subject to a Resource Conservation Recovery Act (RCRA) hazardous waste facility permit HW-046(D) and has been designated as needing corrective action due to the presence of hazardous waste, hazardous waste constituents, or hazardous constituents regulated under the . Georgia Hazardous Waste Management Act, § 12-8-60 *et seq.* (Act); and the Georgia Hazardous Waste Management Rules, 391-3-11 (HW Rules). Contact the Owner or the Georgia Environmental Protection Division for further information concerning this Property.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Gulfstream Aerospace Corporation, its successors and assigns, 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 hazardous constituents (volatile organic compounds and inorganic compounds) occurred on the Property. The Corrective Action consists of the installation and maintenance of engineering controls (groundwater monitoring system), monitored natural attenuation (MNA) of volatile organic compounds and institutional controls (limit use to non-residential activities and restriction of groundwater use) to protect human health and the environment.

Grantor, Gulfstream Aerospace Corporation, hereby binds Grantor, its successors and assigns, to the activity and use restriction(s) on the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. Grantee, EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to the Act and the Rules. 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 or Grantor from exercising any authority under applicable law.

Gulfstream Aerospace Corporation makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies such declarations shall (1) constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); (2) are perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and (3) 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 (herein referred to as the "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, Gulfstream Aerospace Corporation and their respective successors and assigns and shall be enforceable by the Director of EPD (hereinafter "Director") or his agents or assigns, Gulfstream Aerospace Corporation 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 land use restrictions. 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. The groundwater detection-monitoring program detailed in the Corrective Action Plan dated January 2016 must be implemented to ensure no further migration of the contaminant plume.
5. Periodic Reporting. At least annually, following the effective date of this Environmental Covenant, the Owner shall submit to EPD monitoring data as specified in the Corrective Action Plan.
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 Chatham 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, unless the activity is approved in advance by the Georgia Environmental Protection Division.

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. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD 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.
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 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) 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 no longer subject to the corrective action program requirements included in the Corrective Action Plan, 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.*
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 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 9 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 30334-9000

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 14 day of FEBRUARY, 2018.

Signed, sealed, and delivered in the presence of:

Connie S. Miller

Unofficial Witness (Signature)

Connie S. Miller

Unofficial Witness Name (Print)

500 Gulfstream Rd.

Savannah, GA 31408

Unofficial Witness Address (Print)

Shannon Martin

Notary Public (Signature)

My Commission

Expires: Shannon Martin

NOTARY PUBLIC

Chatham County, GEORGIA

My Comm. Expires

December 31, 2018



Signed, sealed, and delivered in the presence of:

Tamara C. Fischer

Unofficial Witness (Signature)

Tamara C. Fischer

Unofficial Witness Name (Print)

2 MLK Dr NW Ste 1456

Atlanta, GA 30334

Unofficial Witness Address (Print)

Sydney Brogden

Notary Public (Signature)

My Commission

Expires: June 15, 2021



For the Grantor:

Gulfstream Aerospace Corp.

Name of Grantor (Print)

John J. Neely III

(Seal)

Grantor's Authorized Representative

(Signature)

John J. Neely III

Authorized Representative Name (Print)

VP, Law & Public Affairs

Title of Authorized Representative

(Print)

Dated: 2/14/2018

(NOTARY SEAL)

For the State of Georgia

Environmental Protection Division:

Richard E. Dunn

(Seal)

(Signature)

Richard E. Dunn

Director

Dated: 2/28/18

(NOTARY SEAL)

EXHIBIT A

ALL THAT CERTAIN TRACT OF LAND KNOWN AS PARCELS A AND B, GULFSTREAM AEROSPACE CORPORATION, 8TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA AS SHOWN ON AN ALTA/ASCM SURVEY PREPARED BY EMC ENGINEERING SERVICES, INC. DATED 11/29/2006 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CENTERLINES OF RUNWAYS 18-36 AND 9-27 THENCE ALONG THE CENTERLINE OF RUNWAY 9-27 N89°58'52"E A DISTANCE OF 1837.52' TO A POINT, THENCE N00°01'08"W A DISTANCE OF 800.00' TO A POINT, THENCE N45°00'06"E A DISTANCE OF 2458.27' TO A POINT, THENCE ALONG THE WESTERN RIGHT OF WAY OF ROBERT B. MILLER ROAD N24°49'14"W A DISTANCE OF 252.40' TO A POINT, THENCE S 34°31'46"W A DISTANCE OF 23.54' TO THE POINT OF BEGINNING; THENCE ALONG THE NORTHERN PROPERTY LINE OF A 72.21 ACRE PORTION OF GULFSTREAM AEROSPACE CORPORATION HAVING A PARCEL IDENTIFICATION NUMBER OF 2-0984-01-002 THE FOLLOWING COURSES AND DISTANCES: S34°31'46"W A DISTANCE OF 317.62' TO A POINT, S45°01'46"W A DISTANCE OF 99.80' TO A CONCRETE MONUMENT, N45°00'14"W A DISTANCE OF 354.24' TO A POINT, ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 576.99', A RADIUS OF 677.83', A TANGENT LENGTH OF 307.28', A DELTA ANGLE OF 48°46'18", A CHORD BEARING N69°23'23"W, AND A CHORD LENGTH OF 559.72' TO A POINT, S86°14'46"W A DISTANCE OF 1970.07' TO A POINT, THENCE ALONG THE EASTERN LINE OF THE LANDS OF THE SAVANNAH AIRPORT COMMISSION N01°01'14"E A DISTANCE OF 906.48' TO A POINT, THENCE N07°30'46"E A DISTANCE OF 902.37' TO A POINT, THENCE ALONG THE SOUTHERN RIGHT OF WAY OF GULFSTREAM ROAD N81°28'46"E A DISTANCE OF 1950.31' TO A POINT, THENCE ALONG THE WESTERN RIGHT OF WAY OF ROBERT B. MILLER ROAD S24°49'14"E A DISTANCE OF 2287.55' TO THE POINT OF BEGINNING AND CONTAINING 111.08 ACRES.