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Recorded: 06/18/2018 at 10:46:08 AM
Fee Amt: \$28.00 Page 1 of 10
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK **1375** PG **83-92**

After Recording Return to:
CSX Transportation, Inc.
500 Water Street
J180
Jacksonville, FL 32216

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:

CSX Transportation, Inc.
500 Water Street
J180
Jacksonville, FL 32202

Grantee/Holder:

CSX Transportation, Inc.
500 Water Street
J180
Jacksonville, FL 32202

**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, Georgia 30334

Other Parties with interest in the Property: None

Property:

The property subject to this Environmental Covenant is a parcel located on the south side of Hutchinson Island on the Savannah River in Savannah, Chatham County, Georgia (hereinafter "Property"). This tract of land was conveyed on August 15, 1988, from Hooker Atlanta (7) Corporation to CSX Transportation, Inc. recorded in Plat Book 10-P, Page 7, Chatham County Records. The Property is located in the 8th District of Chatham County, Georgia. The Property is approximately 32.91 acres and consists of land formerly referred to as the Bulk Storage property with an operational history dating back to 1898 as a bulk petroleum and chemical storage facility. 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):

Tax ID Parcel Number 1-0436-01-017 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 documents: the administrative record identified by the file name "CSX Transportation – Powell Duffryn", file identification number 242-0187, HSI No. 10101, VRP772919193.

These documents are available in the following location:

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

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 Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by CSX Transportation, Inc., 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 of a past release of ammonia, petroleum compounds and metals ("constituents") that occurred on the Property. Each of the constituents 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 institutional controls limiting the type of use of the Property; mitigation of risk, if any, from indoor air vapor intrusion; and the prohibition on the use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes to protect human health and the environment.

Grantor, CSX Transportation, Inc. (hereinafter "CSX"), 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 Grantee and EPD until such time as, pursuant to Section 11, this Environmental Covenant is terminated or modified thereunder. 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.

CSX 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 CSX, EPD, and their respective successors and assigns, and shall be enforceable by the Director, or his agents or assigns, CSX, 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 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. Periodic Reporting. No periodic reporting is required. However, the Owner shall submit a timely notice to EPD of any formal proposal, petition or request for a change in non-residential use of the Property and/or the filing of a building permit.
5. Activity and Use Limitation. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited, unless and until it is demonstrated to EPD's satisfaction that the Property is in compliance with residential risk reduction standards. A Compliance Status Report certifying compliance with residential risk reduction standards will be submitted to EPD for review and comment at least thirty (30) days prior to applying for a residential building permit. The report will be prepared by a Georgia registered professional engineer or a Georgia registered professional geologist who has experience in responsible charge of the investigation and remediation of releases of regulated substances. 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. No soil exceeding the Type 1 risk reduction standard removed from the Property may be used as fill material at another site.

6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
7. Vapor Intrusion Exposure Pathway Evaluation and Mitigation. Vapor-forming regulated substances, including ammonia, benzene, and naphthalene, are present in the subsurface of the Property. Prior to any building construction, the vapor intrusion exposure pathway must be evaluated. A report of the vapor intrusion exposure pathway evaluation will be submitted to EPD for review and comment at least thirty (30) days prior to applying for a building permit. The report will be prepared by a Georgia registered professional engineer or a Georgia registered professional geologist who has experience in responsible charge of the investigation and remediation of releases of regulated substances. If warranted, a vapor intrusion mitigation system (e.g., vapor barrier, sub-slab depressurization system, etc.) will be designed and installed in the proposed building. Any EPD comments regarding the vapor intrusion exposure pathway evaluation or the design and implementation of a vapor intrusion mitigation system will be addressed to EPD's satisfaction.
8. Land Disturbing Activity that Encounters Contaminated Groundwater. Regulated substances, including ammonia, benzene, naphthalene, lead, and arsenic, are present in groundwater on the Property. Groundwater is generally shallow across the Property, with an average depth to groundwater of approximately two (2) feet below the ground surface. Any land disturbing activity that encounters contaminated groundwater will be conducted under the direction of a Georgia registered professional engineer or a Georgia registered professional geologist who has experience in responsible charge of the investigation and remediation of releases of regulated substances. Workers involved in land disturbing activity that encounters contaminated groundwater will be fully trained and protected pursuant to the Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard (29 CFR 1910.120) and will conduct work under the direction of an on-site supervisor and a site-specific safety and health plan. Any wastes generated during land disturbing activity that encounters contaminated groundwater (e.g., contaminated groundwater from excavation dewatering, contaminated material excavated from below the water table, investigation derived waste, etc.) will be managed, characterized, and disposed of in accordance with all local, state, and federal law. A written notification will be submitted to EPD at least thirty (30) days prior to any land disturbing activity that encounters contaminated groundwater, unless immediate action is necessary to protect human health or the environment. Within ninety (90) days of completing any land disturbing activity that encounters contaminated groundwater, a report will be submitted to EPD documenting the land disturbing activity and the management, characterization, and disposal of any related wastes.
9. Right of Access. In addition to any rights already possessed by EPD and the access being provided Grantee under an express easement, the Owner shall allow authorized representatives of EPD the right to enter the Property and inspect records at reasonable times to evaluate and determine compliance with the Corrective Action; take samples; and to determine compliance with this Environmental Covenant.
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 Records 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 as applicable: (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.

11. 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 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 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 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, Georgia 30334

CSX Transportation, Inc.
500 Water Street
J180
Jacksonville, FL 32202
Attn: Mr. Coley J. Campbell

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 18th day of June, 2018.

Signed, sealed, and delivered in the presence of:

Unofficial Witness (Signature) _____

Unofficial Witness Name (Print) Court J. Campbell

500 Water Street

Unofficial Witness Address (Print) Jacksonville FL 32202

Notary Public (Signature) _____

My Commission Expires: 12/10/2021

Signed, sealed, and delivered in the presence of:

Tamara C. Fischer

Unofficial Witness (Signature) _____

Unofficial Witness Name (Print) Tamara C. Fischer

2 MLK Jr Dr. Ste N54

Atlanta GA 30334

Unofficial Witness Address (Print) _____

Notary Public (Signature) _____

My Commission Expires: June 15, 2021

For the Grantor:

Shanel Davis - CSX Transportation, Inc.

Name of Grantor (Print) _____

Shanel Davis

Grantor's Authorized Representative (Signature) _____

(Seal)

Shanel Davis

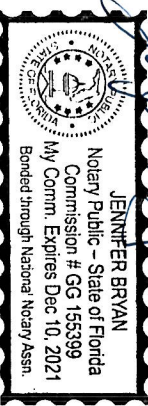
Authorized Representative Name (Print) _____

VP - Real Estate Facilities

Title of Authorized Representative (Print) _____

Dated: 6/4/2018

(NOTARY SEAL)



For the State of Georgia
Environmental Protection Division:

[Signature]

(Seal)

(Signature)

Richard E. Dunn
Director

Dated: 6/12/18

(NOTARY SEAL)



EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT D

All that land situate, lying and being on Hutchinson Island, County of Chatham, State of Georgia, containing 32.4754 acres, more or less, and more particularly shown and identified as Parcel E on Plat of Survey prepared by Saussy Engineering, Inc., dated July 29, 1988, recorded in Plat Book 10-P, Page 7, in the Office of the Clerk of the Superior Court, Chatham County.

EXHIBIT B
Property Survey Map

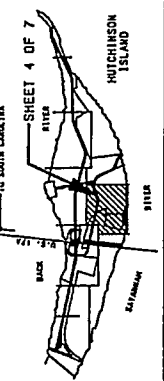
SCALE: 1"=200'

MATCH LINE SHEET 6 OF 7

MATCH LINE SHEET 3 OF 7

MATCH LINE SHEET 2 OF 7

MATCH LINE SHEET 2 OF 7



VICINITY MAP

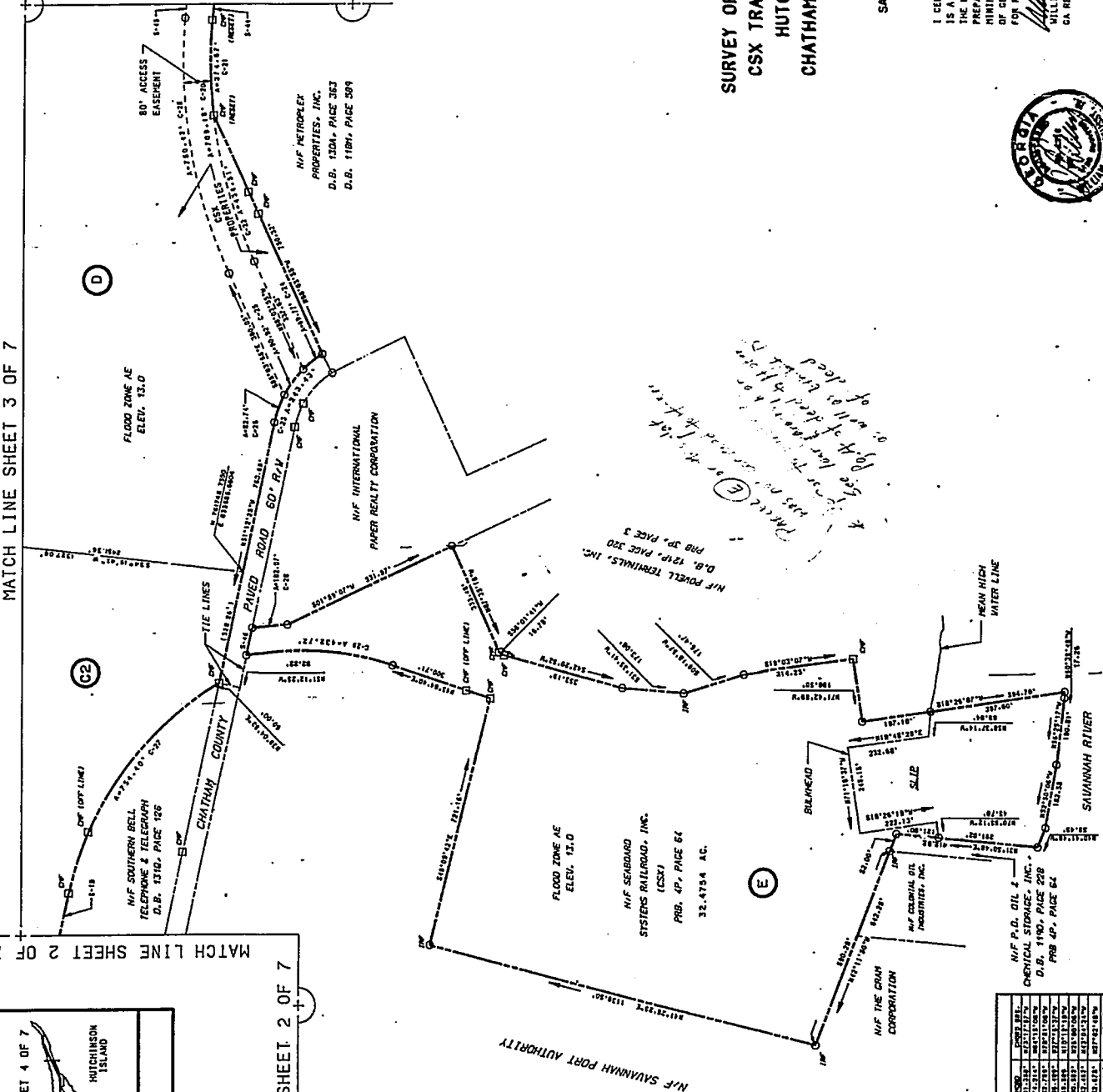
SEE SHEET 1 OF 7 FOR GENERAL NOTES AND LEGEND.

**SURVEY OF PROPERTY OWNED BY
CSX TRANSPORTATION, INC.
HUTCHINSON ISLAND
CHATHAM COUNTY, GEORGIA.**

SURVEYED BY
SAUSSY ENGINEERING INC.
230 HADERSHAM STREET
SAVANNAH, GEORGIA 31401

I CERTIFY THAT IN MY OPINION THIS
IS A CORRECT REPRESENTATION OF
THE LAND PLATTED AND HAS BEEN
PREPARED IN CONFORMITY WITH THE
MINIMUM STANDARDS AND REQUIREMENTS
OF GEORGIA LAW 1978 AND IS SUITABLE
FOR RECORDING.

William H. Saussy, Jr.
WILLIAM H. SAUSSY, JR.
GA. REG. L. S. NO. 1216



SEGMENT DATA CHART

SEGMENT NO.	BEARING	DISTANCE
1-10	S 89° 52' 30" W	216.15'
1-11	S 89° 52' 30" W	128.91'
1-12	S 89° 52' 30" W	78.93'

CURVE DATA CHART

CHORD BE.	ARC BE.	ANGLE	AREA	PERC. BE.
1-10	11° 18' 12"	127.935°	24.4379	24.4379
1-11	11° 18' 12"	127.935°	24.4379	24.4379
1-12	11° 18' 12"	127.935°	24.4379	24.4379
1-13	11° 18' 12"	127.935°	24.4379	24.4379
1-14	11° 18' 12"	127.935°	24.4379	24.4379
1-15	11° 18' 12"	127.935°	24.4379	24.4379
1-16	11° 18' 12"	127.935°	24.4379	24.4379
1-17	11° 18' 12"	127.935°	24.4379	24.4379
1-18	11° 18' 12"	127.935°	24.4379	24.4379
1-19	11° 18' 12"	127.935°	24.4379	24.4379
1-20	11° 18' 12"	127.935°	24.4379	24.4379