

After Recording Return to:

CROSS-REFERENCE:  
County: Chatham  
Deed Book: 108-K  
Page(s): 703

Participant ID: 0811326729

**BK 2046 PG 716 - 730**

### **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.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant and subjects the property identified below to activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of EPD as set forth herein.

**Fee Simple Owner(s)/Grantor(s):**

Colonial Terminals, Inc.  
101 North Lathrop Ave.  
Savannah, GA 31415

**Grantee/Holder with the  
power to enforce:**

Colonial Terminals, Inc.  
101 North Lathrop Ave.  
Savannah, GA 31415

**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

### **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 34.6 acres of real property consisting of the three parcels located north of North Lathrop Avenue at 373 North Lathrop Avenue, Savannah, Chatham County, Georgia, that have been listed on the Georgia Environmental Protection Division's (EPD's) Hazardous Site Inventory (HSI) No. 10098 and that are Georgia Voluntary Remediation Program (VRP) Site No. 772914252 (hereinafter "Property"). The Property was conveyed on April 19, 1977, to Colonial Land Company; such conveyance is recorded in Deed Book 107R, folio 865, of the Chatham County deed records.

The tax parcels of the Property are tax parcel ID numbers 1-0549-01-002, 1-0459-01-002A, and 1-0550-02-004 of Chatham County, Georgia; provided that the only portion of tax parcel 1-0549-01-002 that is included in the Property is that portion located north of N. Lathrop Avenue as

depicted on the map of the Property attached as Exhibit B. A legal description of the Property is attached as Exhibit A.

**Environmental Covenant Runs with the Land and is Perpetual**

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon Colonial Terminals, Inc., and all successors, assigns and transferees of any interest in the Property or any portion thereof.

**Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at Colonial Terminals, Plant #2 designated as Georgia HSI Site No. 10098 and Georgia VRP Site No. 772914252. Records pertaining to this corrective action are available at the following EPD location:

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

**Notice:** This Property has been listed on the State's Hazardous Site Inventory at HSI #10098 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.

**Activity and Use Limitations.** The Property is subject to the following activity and/or use limitations:

- A. Real Property. 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.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water shall be prohibited. The use or extraction of groundwater for any other non-remedial purpose besides site monitoring or characterization is prohibited unless conducted under a plan approved in writing by EPD.
- C. Evaluation of Exposure Pathways upon New Construction. Prior to any new enclosed building construction on the Property that is to be occupied, the Owner shall evaluate the potential for indoor air vapor intrusion and, if necessary, mitigate exposure pathways.
- D. Land Disturbing Activity. The Soil Management Plan ("SMP") set forth in the VRP Compliance Status Report dated April 24, 2020, as amended, shall be performed as specified therein.

- E. Monitoring: The Monitoring and Maintenance Plan ("MMP") set forth in the VRP Compliance Status Report dated April 24, 2020, as amended, shall be performed as specified therein.
- F. Periodic Reporting: Annually, by no later than 90 days following the effective date of this Environmental Covenant, the Owner shall submit to EPD, using an EPD approved form, an Annual Report concerning maintenance and inspection activities, certification of nonresidential use of the Property, and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. This Annual Report is in addition to any reporting required by the SMP and MMP.

**Other Requirements.** The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD and Colonial Terminals, Inc., as Grantee/Holder. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. Notice of Change of Use. If such activity will materially affect the required monitoring or maintenance of any institutional controls described herein, the owner of the Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

#### **Environmental Covenant Does Not Authorize Use Otherwise Prohibited**

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

#### **Rights of Access and Enforcement**

Authorized representatives of EPD and Colonial Terminals, Inc., as Grantee/Holder, shall have the right to enter the Property at reasonable times in connection with implementation, compliance, or enforcement of this Environmental Covenant, including but not limited to the right to conduct inspections, examine related records, or to take samples.

This Environmental Covenant shall be enforceable by EPD, and Colonial Terminals, Inc., as Grantee/Holder, and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

### **No Interest in Real Property in EPD**

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

### **Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, Colonial Terminals, Inc., the Grantor, shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Colonial Terminals, Inc., the Grantor, shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

**Representations and Warranties by Grantor.** Colonial Terminals, Inc. represents and warrants that all of the following are true and correct:

- A. Colonial Terminals, Inc. holds fee simple title to the Property.
- B. Colonial Terminals, Inc. has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Colonial Terminals, Inc. that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Colonial Terminals, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Colonial Terminals, Inc. is a party or by which Colonial Terminals, Inc. may be bound.
- D. There are no persons with existing interests other than fee simple in the Property.
- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Colonial Terminals, Inc. served a copy of the proposed final text of this Environmental Covenant on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

### **Submission of Required Documents and Communications**

Documents and communications required by this Environmental Covenant shall be submitted to:

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

With a copy to:

Colonial Terminals, Inc.  
101 North Lathrop Ave.  
Savannah, GA 31415  
Attn: Rigel Rodriguez

**EPD's Environmental Covenants Registry**

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

**Severability**

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

**Effective Date**

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

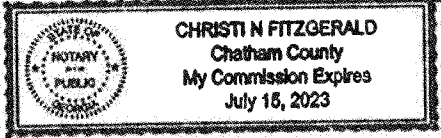
*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

[Signature]  
Unofficial Witness (Signature)

Thomas C. Dolan  
Unofficial Witness Name (Print)

112 N. Sheftall Cir  
Savannah GA 31410  
Unofficial Witness Address (Print)

Signed, or attested to before me on this  
8<sup>th</sup> day of June, 20 20, by,  
[Signature]  
Notary Public (Signature)  
My Commission Expires: July 15, 2023

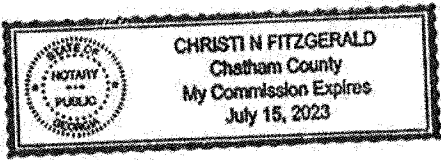


[Signature]  
Unofficial Witness (Signature)

Thomas C. Dolan  
Unofficial Witness Name (Print)

112 N. Sheftall Cir  
Savannah GA 31410  
Unofficial Witness Address (Print)

Signed, or attested to before me on this  
8<sup>th</sup> day of June, 20 20, by,  
[Signature]  
Notary Public (Signature)  
My Commission Expires: July 15, 2023



**For the Grantor:**

Colonial Terminals, Inc.  
Name of Grantor (Print)

[Signature]  
Grantor's Authorized Representative  
(Signature)

T. Pratt Summers  
Authorized Representative Name (Print)

VP, OPERATIONS  
Title of Authorized Representative (Print)

Dated: 6.8.2020  
(NOTARY SEAL)

**For the Grantee/Holder:**

Colonial Terminals, Inc.  
Name of Grantee (Print)

[Signature]  
Grantee's Authorized Representative  
(Signature)

T. Pratt Summers  
Authorized Representative Name (Print)

VP, OPERATIONS  
Title of Authorized Representative (Print)

Dated: 6.8.2020  
(NOTARY SEAL)

For the State of Georgia  
Environmental Protection Division:

[Signature]  
Unofficial Witness (Signature)

Ametta Murphy  
Unofficial Witness Name (Print)

2166 J R Dr SE Ste 1456  
Atlanta GA 30334

Unofficial Witness Address (Print)

Signed, or attested to before me on this  
18 day of August, 20 20, by.

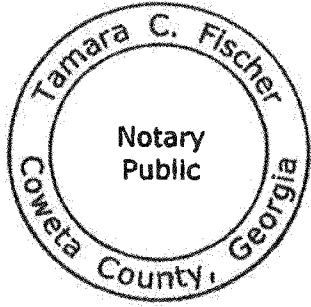
Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

[Signature]  
(Signature)

Richard Dunn  
Director

8-18-2020  
Dated:  
(NOTARY SEAL)



**Exhibit A**  
Legal Description of Property



THIS WARRANTY DEED, made on the 19th day of April, 1977, between PIERPONT-CORBETT BOX COMPANY, INC., a Georgia corporation, hereinafter referred to as Grantor, and COLONIAL LAND COMPANY, also a Georgia corporation, hereinafter referred to as Grantee;

W I T N E S S E T H :

Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, to it paid at and before the signing and sealing 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 Grantee, its successors and assigns, those parcels of land situate, lying and being in the County of Chatham, State of Georgia, and more fully described in the legal description attached hereto as Exhibit "A" and which is expressly made a part hereof, and also all of Grantor's right, title and interest in and to that certain irrevocable easement over, under, across and through the portion of river bottom and inter-tidal area lying between the bluff line (high water line) of the Savannah River and the channel line of the Savannah River adjacent to the parcels of land described in Exhibit "A" granted by instrument dated August 16, 1976, from the State Properties Commission, for and on behalf of the State of Georgia to Grantor, recorded in the Office of the Secretary of State of Georgia on August 27, 1976, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 107-R, folio 865.

To have and to hold the premises, with all and singular the rights, members and appurtenances thereof, to the same belonging, or in anywise appertaining, and also all buildings, sheds, fences and all other building improvements now located upon the above-described land, to the only proper use and benefit of Grantee, its successors and assigns, in fee simple, subject only to the exceptions to title noted in Exhibit "B", which is attached hereto and expressly made a part hereof.

And Grantor, its successors and assigns, shall and will (subject only to the aforesaid exceptions to title noted in Exhibit "B") warrant and forever defend by virtue of these presents, the bargained premises unto Grantee, its successors and assigns, and against Grantor, its successors and assigns and all and every other person or persons.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed under seal on the day and year first above written.

PIERPONT-CORBETT BOX COMPANY, INC.

Signed, sealed and delivered in the presence of:

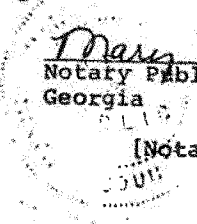
By: [Signature]  
President

[Signature]  
Unofficial Witness

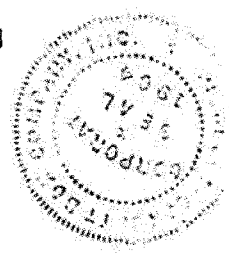
Attest: [Signature]  
Secretary

[Corporate Seal]

[Signature]  
Notary Public, Chatham County, Georgia



[Notary's Seal]  
MARY J. THOMAS  
Notary Public, Chatham County, Ga.  
My Commission Expires Mar. 14, 1977



Chatham County, Georgia  
Real Estate Transfer Tax  
Paid \$200.00 Date 4/20/77  
[Signature]  
Deputy Clerk of Sup. Court

## EXHIBIT "A"

PROPERTY DESCRIPTIONPARCEL ONE

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, containing 22.57 acres and lying between Butler Avenue and the Savannah River as shown on a plat of a 22.57 acre portion of the property of Pierpont-Corbett Box Company located North of North Lathrop Avenue prepared by Hussey, Gay, Bell & McWhorter, Inc., Consulting Engineers, dated December 20, 1976, which has been recorded in Plat Record Book AA, Folio 171, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and being more particularly described as follows: Beginning at a concrete monument located where the Western right-of-way line of West Lathrop Avenue intersects the Northern right-of-way line of Butler Avenue; thence North  $40^{\circ}46'40''$  West along the said Northern right-of-way line of Butler Avenue 558.33 feet to a concrete monument; thence North  $48^{\circ}17'10''$  East 1575.51 feet to a point (hereinafter sometimes referred to as Point "A"); thence North  $75^{\circ}43'$  East 72.45 feet to a point; thence South  $63^{\circ}23'50''$  East 30.41 feet to a point; thence South  $52^{\circ}13'$  East 100.05 feet to a point; thence South  $52^{\circ}47'20''$  East 200.04 feet to a point; thence South  $61^{\circ}03'30''$  East 80.62 feet to a point; thence South  $71^{\circ}22'50''$  East 73.38 feet to a point; thence South  $51^{\circ}53'50''$  East 79.95 feet to a point (hereinafter sometimes referred to as Point "B"); thence South  $47^{\circ}50'40''$  West 1127.89 feet to an old concrete monument; thence South  $48^{\circ}20'20''$  West 335.42 feet to a concrete monument located on the Northern right-of-way of North Lathrop Avenue; continuing thence South  $48^{\circ}20'20''$  West 30.60 feet to an old concrete monument; thence North  $51^{\circ}57'40''$  West 25.41 feet to a point on the Western right-of-way line of West Lathrop Avenue; thence South  $48^{\circ}20'20''$  West along said Western right-of-way line of West Lathrop Avenue 325.90 feet to a point of beginning.

AND ALSO, all right, title and interest in and to the land lying between the Western boundary line of the above-described 22.57 acre tract of land extended from the aforesaid Point "A" North  $48^{\circ}17'10''$  East to the mean low water line of the Savannah River and the Eastern boundary line of the above-described tract of land extended from the aforesaid Point "B" North  $47^{\circ}50'40''$  East to the mean low water mark line of the Savannah River.

Said property as a whole being bounded generally as follows: On the North by the mean low water line of the Savannah River, on the East by the common boundary line between the 22.57 acre tract of land described above and the 7.53 acre tract of land also owned by Pierpont-Corbett Box Company, Inc. and conveyed contemporaneously herewith to Colonial Land Company (Parcel Two below) and a 30-foot wide county road right-of-way, on the South by Butler Avenue and on the West by the common boundary line between the aforesaid 22.57 acre tract of land and lands of Union Camp Corporation.

The above-described property being the same property conveyed to Pierpont-Corbett Box Company, Inc. by the Pierpont Manufacturing Company (formerly known as Pierpont Manufacturing Company of Georgia and Florida) by deed dated March 30, 1964 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 85-Z, Folio 151.

PARCEL TWO

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, containing 7.53 acres and lying between North Lathrop Avenue and the Savannah River as shown on a plat of a 7.53 acre portion of the property of Pierpont-Corbett Box Company located North of North Lathrop Avenue prepared by Hussey, Gay, Bell & McWhorter, Inc., Consulting Engineers, dated December 20, 1976, which has been recorded in Plat Record Book AA, Folio 172, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and being more particularly described as follows: Commencing at a point where the Eastern right-of-way line of West Lathrop Avenue extended intersects the Northern right-of-way line of North Lathrop Avenue; thence North  $48^{\circ}20'20''$  East 299.41 feet to a concrete monument; thence North  $47^{\circ}50'40''$  East 180.65 feet to a concrete monument; thence North  $42^{\circ}09'20''$  West 30 feet to an old concrete monument; thence North  $47^{\circ}50'40''$  East 947.37 feet to a point (hereinafter sometimes referred to as Point "B") on the Bluff line or approximate mean high water line of the Savannah River; thence  $32^{\circ}32'10''$  East 46.30 feet to a point; thence South  $31^{\circ}02'30''$  East 53.14 feet to a point; thence South  $65^{\circ}24'50''$  East 51.66 feet to a point; thence South  $55^{\circ}24'50''$  East 50.16 feet to a point; thence South  $48^{\circ}33'$  East 50.04 feet to a point; thence South  $46^{\circ}16'$  East 50.16 feet to a point; thence South  $46^{\circ}53'20''$  East 29.03 feet to a point; thence South  $14^{\circ}16'30''$  East 17.36 feet to a point

706

(hereinafter sometimes referred to as Point "C"); thence South 29°54'40" West 6 feet to an old concrete monument; continuing thence South 29°54'40" West 630.60 feet to a point; thence North 59°54'40" West 150.15 feet to a concrete monument; thence North 29°20'20" East 13.40 feet to a railroad iron; thence North 52°03'40" West 268.69 feet to a railroad iron; thence South 66°22'20" West 97.75 feet to a concrete monument; thence South 45°34'20" West 233.22 feet to a concrete monument; thence North 52°14'40" West 52 feet to a concrete monument; thence South 47°46'20" West 421.35 feet to an old concrete monument located on the Northern right-of-way line on North Lathrop Avenue; thence North 52°07'40" West along the said Northern right-of-way line of North Lathrop Avenue 22.55 feet to the point of beginning.

AND ALSO, all right, title and interest in and to the land lying between the Western boundary line of the above-described 7.53 acre tract of land extended from the aforesaid Point "B" North 47°50'40" East to the mean low water line of the Savannah River and the Eastern boundary line of the above-described tract of land extended from the aforesaid Point "C" North 29°54'40" East to the mean low water line of the Savannah River.

Said property as a whole being irregular in shape and being bounded generally as follows: On the North by the mean low water line of the Savannah River, on the East by the common boundary line between the 7.53 acre tract of land described above and lands formerly of Swift Agricultural Chemicals Corporation now owned by Colonial Land Company, on the East and South by the common boundary line between the 7.53 acre tract of land described above and lands of Colonial Oil Industries, Inc., on the South by North Lathrop Avenue and on the West by a 30-foot wide county road right-of-way and the common boundary line between the 7.53 acre tract of land described above and the 22.57 acre tract of land also owned by Pierpont-Corbett Box Company, Inc. and conveyed contemporaneously herewith to Colonial Land Company (Parcel One above).

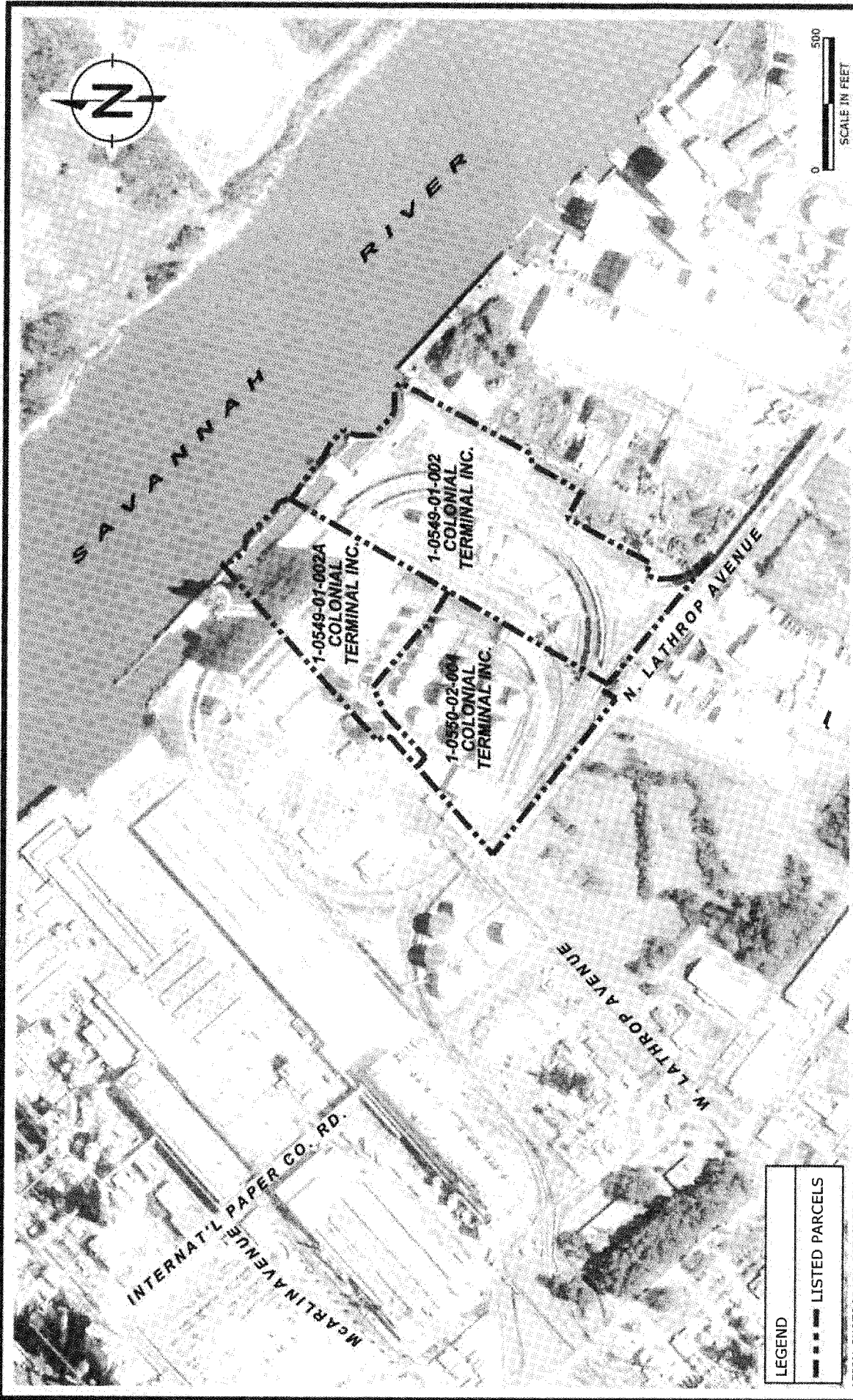
Being the same property conveyed to Pierpont-Corbett Box Company, Inc. by the Savannah Port Authority by deed dated July 1, 1976 and recorded in said Clerk's Office in Deed Book 107-A, Folio 802.

EXCEPTIONS TO TITLE

1. Ad valorem taxes for 1977 and subsequent years.
2. Easements granted to the Mayor and Aldermen of the City of Savannah to install, maintain and operate a water pipeline under and across a portion of the property as shown in Plat Record Book "C", folio 31, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, granted by instruments dated May 9, 1948; June 11, 1948; and August 4, 1948, and recorded in Deed Books 47-B, folio 257; 47-D, folio 258; and 47-M, folio 485, respectively, in said Clerk's Office.
3. Right-of-way easements granted to Seaboard Airline Railroad Company for railroad tracks and any other proper and appropriate railroad purposes across a portion of the property described in instruments dated August 1, 1954 and December 21, 1954, recorded in Deed Books 60-R, folio 5 and 61-H, folio 437, respectively, in said Clerk's Office and as shown on plat recorded in Plat Book F, folio 307, in said Clerk's Office.
4. Easements granted to South Atlantic Gas Company for the construction and maintenance of an underground gas transmission system granted by instrument dated August 30, 1957, recorded in Deed Book 67-U, folio 189, in said Clerk's Office, and as shown on plat recorded in Plat Record Book "H", at folio 325, said Clerk's Office.
5. Easement granted to South Atlantic Gas Company for the construction and maintenance of an underground gas transmission system under, upon and along a five foot wide strip as shown on the plat recorded in said Clerk's Office in Plat Record Book "P", folio 63, as granted by instrument dated April 9, 1964, and recorded in Deed Book 85-X, folio 103, in said Clerk's Office.
6. Right, title or interest of the State of Georgia, if any, in and to the area between the high and low water lines of the Savannah River lying adjacent to the property.

Filed For Record At... 2:58 O'Clock... P. M. On The  
 ... 20 Day Of April... 19 77  
 Recorded In Record Book 108-K... Folio 223...  
 On The... 20 Day Of April... 19 77...

**Exhibit B**  
Map of Property



AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH. PHOTO TAKEN JANUARY 2011.

**TAX PARCEL LOCATION MAP**  
 COLONIAL TERMINALS, INC.  
 373 NORTH LATHROP AVENUE  
 SAVANNAH, GEORGIA

**FIGURE**  
**1**

1690009338



**LEGEND**  
 - - - - LISTED PARCELS

DRAFTED BY: APR  
 DATE: 8/28/18