

Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
Recorded: 8/7/2023 11:49:00 AM
Fee Amt: \$25.00 Page 1 of 10
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 5958632522

BK 3163 PG 192 - 201

After Recording Return to:
Gilbert Harrell Sumerford & Martin
777 Gloucester Street, Suite 200
Brunswick, Georgia 31520

CROSS-REFERENCE:
Chatham County: Deed Book 612, Page 724

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 as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Simple Owner(s)/Grantor(s): Savannah Economic Development Authority
906 Drayton St.
Savannah, GA 31401

Grantee/Holder with the power to enforce: Ashland, Inc.
500 Hercules Rd.
Wilmington, DE 19808

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

Persons with Interests other than Fee Simple: CenterPoint Properties Trust
1808 Swift Drive
Suite A
Oak Brook, IL 60523

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 48.45 acres of real property located at 300 Telfair Road, Savannah, Chatham County, Georgia, according to the present system of numbering in Chatham County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on August 21, 2015 to from McDonald Georgia Commerce Center 500, LLC to Savannah Economic Development Authority; such conveyance is recorded in Deed Book 612, Page 724, Chatham County, Georgia records. Said property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Chatham County Tax Parcel Number: 20713 01004

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 Savannah Economic Development Authority, Ashland, and Centerpointe, 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 an environmental response performed and/or being performed at the former Ashland facility located at 400 Telfair Road, Savannah, Chatham County, Georgia/HSI Site 10162 Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Hazardous Waste Corrective Action Program
2 MLK Jr. Drive, S.E., Suite 1054 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

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.

- B. Termination or Modification: The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-1 et seq., unless and until the Director determines that the Property is in compliance with the Type 1 or 2 Risk Reduction Standards for groundwater, as defined in Section 391-3-19-.07 of the Georgia Rules of Hazardous Site Response, whereupon the Environmental Covenant may be terminated in accordance with O.C.G.A. § 44-16-1 *et seq.*

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/Compliance

Grantor(s) shall provide reasonable access to authorized representatives of EPD and Ashland to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, Ashland, 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, Grantee 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, Grantee 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(s).

Grantor(s) represents and warrants that all of the following are true and correct:

- A. Savannah Economic Development Authority holds fee simple title to the Property.
- B. Savannah Economic Development Authority 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 Savannah Economic Development Authority 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 Savannah Economic Development Authority nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Savannah Economic Development Authority is a party or by which Savannah Economic Development Authority may be bound.
- D. There are no other persons with existing interests other than fee simple in the Property except for CenterPoint's option to purchase the Property and CenterPoint's sublease of the Property to its subtenant(s).
- E. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

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.


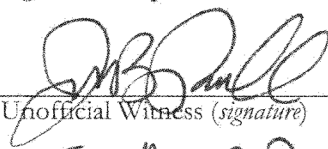
Severability

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).

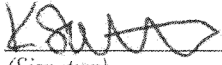
Grantor: Savannah Economic Development Authority

<i>(Signature of Authorized Representative)</i> 	Signed in the presence of:
Hugh K. Tollison	 Unofficial Witness <i>(signature)</i>
President and CEO	Jonathan B. Pannell Unofficial Witness <i>(print name)</i>

State of Georgia
County of Chatham

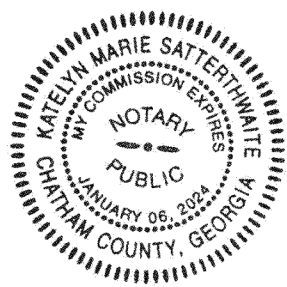
This instrument was signed or attested before me this 14 day of March, 2023, by Katelyn Satterthwaite.

Personally Known
 Produced Identification

Notary Public

(Signature)

My Commission Expires: Jan. 6, 2024

(NOTARY SEAL) _____



Grantee: Ashland Inc.

Edward Meeks

(Signature of Authorized Representative)

Signed in the presence of:

Valerie C. Thomas

Unofficial Witness (signature)

Edward Meeks

Valerie C. Thomas

Unofficial Witness (print name)

Remediation Manager

State of Delaware

County of New Castle

This instrument was signed or attested before me this 13th day of March, 2023, by

Personally Known
 Produced Identification

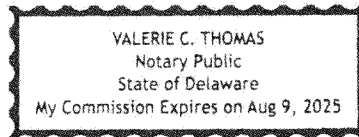
Notary Public

Valerie C. Thomas

(Signature)

My Commission Expires:

(NOTARY SEAL) _____



Persons with Interests other than Fee Simple: CenterPoint Properties Trust

[Signature]
(Signature of Authorized Representative) Signed in the presence of:

Rick Mathews [Signature]
Unofficial Witness (signature)

General Counsel MICHELLE METES
Unofficial Witness (print name)

State of _____

County of _____

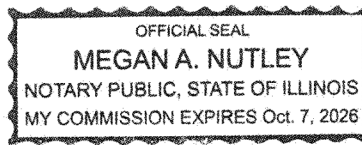
This instrument was signed or attested before me this 28 day of February, 2023, by Rick A. Mathews.

Personally Known
 Produced Identification

Notary Public
[Signature]
(Signature)

My Commission Expires: 10-7-26

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 26th day of June, 2023:

[Signature]
(Signature)

Signed in the presence of:

Richard E. Dow
Printed Name

[Signature]
Unofficial Witness (signature)

Director, Environmental Protection Division

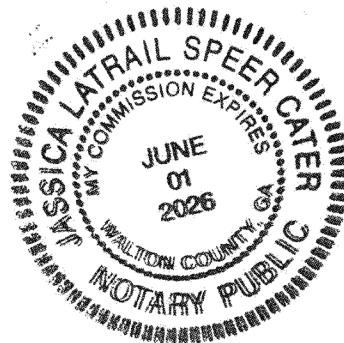
La'Quetta Ferrell
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 26th day of June, 2023, by

Personally Known
 Produced Identification

Notary Public
[Signature]
(Signature)
My Commission Expires: 6/1/2026



(NOTARY SEAL) _____

Exhibit A

Legal Description of Property

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE SEVENTH G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA AND KNOWN AS TRACT "B", BEING ALL OF LOTS 10, 11, 12, 13, 18 & 19, PORTIONS OF LOTS 3, 4, 5, 6, 7, 14, 15 & 17, AND PORTIONS OF 20 FOOT ROADS, PARCEL "B", SABINE FIELDS PLANTATION, BEING LANDS OF MCDONALD GEORGIA COMMERCE CENTER 500, LLC, CONTAINING 48.45 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON PIN AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF TELFAIR ROAD AND THE WEST RIGHT OF WAY LINE OF GWINNETT STREET, SAID POINT BEING LOCATED AT GEORGIA STATE PLANE GRID COORDINATES (EAST ZONE-NAD>83), N = 758,918.186, E = 974,411.390; THENCE EXTEND SOUTH 74 DEGREES 59 MINUTES 26 SECONDS EAST, ALONG THE WEST RIGHT OF WAY LINE OF GWINNETT STREET, A DISTANCE OF 41.90 FEET TO A POINT MARKED BY A 5/8" IRON PIN; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 29 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 183.36 FEET TO A POINT, WHICH POINT IS THE **POINT OF BEGINNING** OF THE HEREINAFTER DESCRIBED PROPERTY; THENCE CONTINUE SOUTH 29 DEGREES 21 MINUTES 29 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 797.41 FEET TO A POINT MARKED BY A 5/8" IRON PIN; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 527.46 FEET, A DELTA ANGLE OF 51 DEGREES 23 MINUTES 58 SECONDS, A CHORD DIRECTION AND DISTANCE OF SOUTH 55 DEGREES 03 MINUTES 28 SECONDS EAST, 457.47 FEET, FOR AN ARC DISTANCE OF 473.18 FEET TO A POINT MARKED BY A 5/8" IRON PIN; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 80 DEGREES 45 MINUTES 27 SECONDS EAST, A DISTANCE OF 53.66 FEET TO A POINT MARKED BY A 5/8" IRON PIN ON THE NORTH LINE OF A 100 FOOT GEORGIA CENTRAL RAILROAD RIGHT OF WAY, WHICH POINT IS LOCATED 50 FEET NORTH OF THE CENTERLINE OF THE TRACK; THENCE EXTEND IN A WESTERLY DIRECTION, ALONG THE NORTH RIGHT OF WAY LINE OF SAID 100 FOOT GEORGIA CENTRAL RAILROAD RIGHT OF WAY LINE, BEING A LINE 50 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF THE TRACK, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,110.93 FEET, A DELTA ANGLE OF 35 DEGREES 40 MINUTES 55 SECONDS, A CHORD DIRECTION AND DISTANCE OF SOUTH 39 DEGREES 38 MINUTES 48 SECONDS WEST, 680.73 FEET, FOR AN ARC DISTANCE OF 691.85 FEET TO A POINT MARKED BY A 5/8" IRON PIN; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE, BEING A LINE 50 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF THE RAILROAD TRACK, SOUTH 57 DEGREES 29 MINUTES 16 SECONDS WEST, A DISTANCE OF 1,183.89 FEET TO A POINT; THENCE LEAVE SAID NORTH RAILROAD RIGHT OF WAY LINE AND EXTEND NORTH 32 DEGREES 30 MINUTES 44 SECONDS WEST, A DISTANCE OF 396.28 FEET TO A POINT; THENCE EXTEND NORTH 27 DEGREES 16 MINUTES 01 SECONDS WEST, A DISTANCE OF 292.34 FEET TO A POINT; THENCE EXTEND NORTH 34 DEGREES 18 MINUTES 28 SECONDS WEST, A DISTANCE OF 286.72 FEET TO A POINT;

THENCE EXTEND NORTH 57 DEGREES 30 MINUTES 01 SECONDS EAST, A DISTANCE OF 62.78 FEET TO A POINT; THENCE EXTEND NORTH 32 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 58.70 FEET TO A POINT; THENCE EXTEND NORTH 04 DEGREES 19 MINUTES 13 SECONDS EAST, A DISTANCE OF 94.62 FEET TO A POINT; THENCE EXTEND NORTH 30 DEGREES 42 MINUTES 22 SECONDS WEST, A DISTANCE OF 51.71 FEET TO A POINT MARKED BY A 5/8" IRON PIN ON THE CENTERLINE OF A 100 FOOT SAVANNAH ELECTRIC AND POWER COMPANY EASTMENT; THENCE EXTEND NORTH 48 DEGREES 10 MINUTES 41 SECONDS EAST, ALONG THE CENTERLINE OF SAID 100 FOOT EASTMENT, A DISTANCE OF 312.31 FEET TO A POINT MARKED BY A 5/8" IRON PIN; THENCE EXTEND NORTH 29 DEGREES 50 MINUTES 22 SECONDS WEST, A DISTANCE OF 8.00 FEET TO A POINT; THENCE EXTEND NORTH 48 DEGREES 10 MINUTES 41 SECONDS EAST, A DISTANCE OF 775.00 FEET TO A POINT; THENCE EXTEND NORTH 41 DEGREES 49 MINUTES 19 SECONDS WEST, A DISTANCE OF 45.00 FEET TO A POINT; THENCE EXTEND NORTH 48 DEGREES 10 MINUTES 41 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE EXTEND NORTH 41 DEGREES 49 MINUTES 19 SECONDS WEST, A DISTANCE OF 304.80 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TELFAIR ROAD; THENCE EXTEND NORTH 59 DEGREES 22 MINUTES 38 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 40.78 FEET TO A POINT; THENCE EXTEND SOUTH 41 DEGREES 49 MINUTES 19 SECONDS EAST, A DISTANCE OF 296.88 FEET TO A POINT; THENCE EXTEND NORTH 48 DEGREES 10 MINUTES 41 SECONDS EAST, A DISTANCE OF 401.23 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PROPERTY CONTAINS 48.45 ACRES (190,342 SQUARE FEET), ALL OF WHICH IS MORE CLEARLY SHOWN ON ALTA/ACSM LAND TITLE SURVEY OF TRACT "B" PREPARED BY HUSSEY, GAY, BELL & DEYOUNG, INC., CONSULTING ENGINEERS, FOR MCDONALD VENTURES XXIV, LLC, MCDONALD GEORGIA COMMERCE CENTER 500, LLC, SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY, BRANCH BANKING AND TRUST COMPANY AND CHICAGO TITLE INSURANCE COMPANY, DATED NOVEMBER 27, 2006, LAST REVISED JULY 27, 2015.