

CROSS REFERENCE
COUNTY: CHATHAM
DEED BOOK: 3203
PAGES: 513-521

After Recording Return to:
Dwight Feemster
Duffy & Feemster LLC
340 Eisenhower Drive, Suite 800
Savannah, Georgia 31406

Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
Recorded: 8/7/2024 11:52:00 AM
Fee Amt: \$25.00 Page 1 of 17
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

CROSS-REFERENCE
Participant ID: 9473254998

County: Chatham
Deed Book: 114-I
Page(s): 682

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 the activity and/or use limitations and other requirements. This Environmental Covenant further grants such other rights in favor of the Georgia Environmental Protection Division ("EPD"), EKG, LLC (formerly known as Dale Hendrix, Sr., Trustee under Trust for Benefit of Brenda Heisey), and Rheem Manufacturing Company, as set forth herein.

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

EKG, LLC
c/o Dwight Feemster
Duffy & Feemster LLC
340 Eisenhower Drive, Suite 800
Savannah, GA 31406

Grantee/Holder with the power to enforce:

Rheem Manufacturing Company
Attn: Brennan Stewart
1100 Abernathy Road NE, Suite 1700
Atlanta, Georgia 30328

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:

Brampton Enterprises, LLC (Tenant)
c/o Jason Pedigo
Ellis Painter
7 Congress St.
Savannah, GA 31401

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 11.1 acres of real property located at 139 Brampton Road, Savannah, Chatham County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on January 15, 1980 to L. Dale Hendrix and the Savannah Bank & Trust Company; such conveyance is recorded in Deed Book 114-I, Page 682, of the Chatham County deed records. The Property was then conveyed via Quitclaim Deed from Wells Fargo Bank, N.A. (successor to Savannah Bank & Trust Company) on June 25, 2010 to Van W. Pierce, f/b/o Brenda Heisey and L. Dale Hendrix. The Property was then conveyed via Trustee's Deed from L. Dale Hendrix, as Trustee of the Trust f/b/o Brenda Heisey on September 22, 2017 to EKG, LLC, a Georgia Limited Liability Company. The Property was then conveyed via Quitclaim Deed from Katherine D. Heisey on October 24, 2017, to EKG, LLC, a Georgia Limited Liability Company. The Property was then conveyed via Quitclaim Deed from Elizabeth M. Heisey on December 1, 2017 to EKG, LLC, a Georgia corporation. The Property was then conveyed via Quitclaim Deed from Augustus H. Heisey, IV on March 27, 2018, to EKG, LLC, a Georgia Limited Liability Company. The Property is located in 8th Georgia Military District of District 010 of Chatham County, Georgia.

The Property is tax parcel ID number 1-0720-01-002 of Chatham County, Georgia. A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

The Restricted Use Zone ("RUZ") at the Property that will be subject to additional engineering controls described herein is an approximately 0.25 acres lying entirely within the Property. A figure identifying the location of the RUZ is attached as Exhibit B1.

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 EKG, LLC and Rheem Manufacturing Company, 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 the Property – HSI # 10208. Records pertaining to this corrective action are available at the following EPD location(s):

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 # 10208 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. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2). Use of the Property as residential property, as defined in Rule 391-3-10-.02(2), is prohibited.
- B. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes is prohibited.
- C. Monitoring and Maintenance. The October 10, 2022 Monitoring and Maintenance Plan (as may be amended from time to time with EPD's written approval) shall be performed as specified therein and implemented to ensure that annual inspections are performed to verify the use of the Property continues to be only for non-residential purposes, to document the integrity and conditions of the engineered controls, and to ensure that any breaches of such engineered controls are fully restored following any utility/construction work or other activities. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan, will be maintained at the EPD office listed above and stored on the Property premises.
- D. In the area of the RUZ, an impervious cap or structure must be in place at all times, unless otherwise approved by EPD. A RUZ for soil shall apply to the area outlined in Exhibit B1. The RUZ activity and use limitations apply to all soil within the RUZ that is beneath the warehouse floor slab at an approximate depth of 2 feet below land surface or greater. Any intrusive construction activities within the RUZ will require a worker health and safety plan and a contaminated soil/debris management plan. These plans will be provided to EPD prior to initiating the construction work. Soil removal from the RUZ shall be prohibited, except that soil may be transported to an appropriately permitted waste disposal facility with prior facility notification of soil conditions and prior acceptance by the facility. The integrity of the warehouse concrete slab within the RUZ shall be maintained in its current condition or better to prevent occupants from contacting sub-slab materials and to minimize the potential for sub-slab vapors to enter the warehouse.
- E. Vapor Intrusion Exposure Pathway Evaluation and Mitigation. Vapor-forming regulated substances, including, trichloroethene and tetrachloroethene, are present in the subsurface of the Property. Prior to any demolition or reconstruction

activities, the vapor intrusion exposure pathway must be reevaluated. 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 any planned disturbance of the existing RUZ cap. 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 for any reconstruction or utility repair/installation plans, 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.

- F. Activities on the Property that may interfere with the remedy required by corrective action are prohibited.

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 Rheem Manufacturing Company. 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 any required monitoring or maintenance of any institutional or engineering 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, EKG, LLC, and Rheem Manufacturing Company 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, EKG, LLC, Rheem Manufacturing Company, 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, EKG, LLC 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, EKG, LLC 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). EKG, LLC represents and warrants that all of the following are true and correct:

- A. EKG, LLC holds fee simple title to the Property.
- B. EKG, LLC 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 EKG, LLC 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 EKG, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which EKG, LLC is a party or by which EKG, LLC may be bound.
- D. EKG, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to

and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;

- 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, EKG, LLC 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:

EKG, LLC
c/o Dwight Feemster
Duffy & Feemster LLC
340 Eisenhower Drive, Suite 800
Savannah, GA 31406

Rheem Manufacturing Company
c/o Ms. Brennan Stewart
1100 Abernathy Road NE, Suite 1700
Atlanta, Georgia 30328

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).

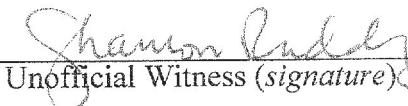
EKG, LLC


(Signature)

Emie Heisey

Designated Member

Signed in the presence of:


Unofficial Witness (signature)


Unofficial Witness (print name)

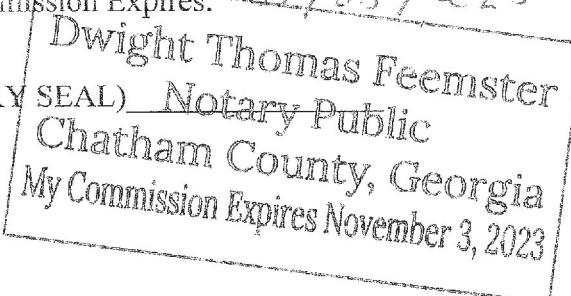
State of Georgia
County of Chatham

This instrument was signed or attested before
me this 5th day of June 2023, by
Emie Heisey [Name].

Personally Known
 Produced Identification


Notary Public (Signature)

My Commission Expires: 11/03/2023


(NOTARY SEAL) Dwight Thomas Feemster
Notary Public
Chatham County, Georgia
My Commission Expires November 3, 2023

Grantee

Rheem Manufacturing Company

Brennan Stewart
(Signature)

Signed in the presence of:

Brennan Stewart, Esq.



Corporate Counsel


Unofficial Witness (signature)

STACY FREEMAN
Unofficial Witness (print name)

State of Georgia
County of Chatham

This instrument was signed or attested before
me this 11 day of April, 2023, by
Paul Houston Stanford [Name].



Personally Known
Produced Identification



Paul Houston Stanford
Notary Public (Signature)

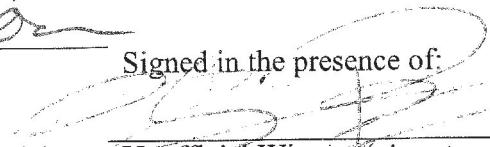
My Commission Expires: 5/19/2024

(NOTARY SEAL) _____

Paul Houston Stanford
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 05/19/2024

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 13th day of September, 2023:


(Signature) Jeffrey W. Conner
Richard Dunn
Director, Environmental Protection Division

Signed in the presence of: 

Unofficial Witness (signature) Shameka Brown
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 12 day of July, 2023 by
[Name].

Personally Known
 Produced Identification


Notary Public (Signature)

My Commission Expires: July 31, 2027

(NOTARY SEAL) _____



Exhibit A
Legal Description of Property

EXHIBIT A - LEGAL DESCRIPTION
139 Brampton Rd, Savannah, Georgia

All that certain lot, tract or parcel of land situate, lying and being in the State of Georgia, County of Chatham, and being shown upon a map or plat entitled "Plat of an 11.098 Acre Portion of the Former Foundation Tract located near Garden City, Georgia" prepared on July 17, 1963, by Sewell & Associates, Inc., Engineers, and shown as "Survey for Savannah Steel Drum Corporation", which is of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book "O", Folio 165, and being more particularly described as follows:

Commencing at the point of intersection between the Southern right of way line of Brampton Road and the Eastern right of way line of the main lead track to National Gypsum Company, of the Savannah & Atlanta Railway Company, and running thence North Fifty-five degrees Fifty minutes East (N 55° 50' E) along the Southern right of way line of Brampton Road a distance of One Hundred Fifty (150) feet to a concrete monument that is the point of BEGINNING; running thence North Fifty-five degrees Fifty minutes East (N 55° 50' E) along the Southern right of way line of Brampton Road a distance of Four Hundred Thirty (430) feet to a concrete monument; running thence South Thirty-four degrees Ten minutes East (S 34° 10' E) a distance of One Thousand Two Hundred Eighty-three and Fifty-five Hundredths (1,283.55) feet to a concrete monument; running thence South Eighty-six degrees Twenty-eight minutes West (S 86° 28' W) a distance of Fifty (50) feet to a stake; running thence North Eighty-nine degrees Thirty-five minutes West (N 89° 35' W) a distance of Fifty (50) feet to a stake; running thence North Eighty-four degrees Fifty-one minutes West (N 84° 51' W) a distance of Fifty (50) feet to a stake; running thence North Eighty degrees Forty-six minutes Thirty seconds West (N 80° 46' 30" W) a distance of Fifty (50) feet to a stake; running thence North Seventy-five degrees Fifty-nine minutes West (N 75° 59' W) a distance of Fifty (50) feet to a stake; running thence North Seventy-one degrees Nineteen minutes Thirty seconds West (N 71° 19' 30" W) a distance of Fifty (50) feet to a stake; running thence North Sixty-seven degrees Fifty-four minutes Thirty seconds West (N 67° 54' 30" W) a distance of Fifty (50) feet to a stake; running thence North Sixty-six degrees Fifteen minutes Thirty seconds West (N 66° 15' 30" W) a distance of

EXHIBIT A - LEGAL DESCRIPTION
139 Brampton Rd, Savannah, Georgia

Fifty (50) feet to a stake; running thence North Sixty-five degrees Thirty-one minutes Thirty seconds West (N 65° 31' 30" W) a distance of Fifty (50) feet to a stake; running thence North Sixty-four degrees Two minutes Thirty seconds West (N 64° 02' 30" W) a distance of Fifty (50) feet to a stake; running thence North Sixty-one degrees Forty-Three minutes West (N 61° 43' W) a distance of Fifty (50) feet to a stake; running thence North Fifty-eight degrees Twenty minutes West (N 58° 20' W) a distance of Forty-eight (48) feet to a stake; running thence North Fifty-seven degrees Two Minutes West (N 57° 02' W) a distance of Two Hundred Seventy-nine (279) feet to a stake; running thence North Fifty-five degrees Forty-four minutes West (N 55° 44' W) a distance of Fifty (50) feet to a stake; running thence North Fifty-two degrees Fifty-nine minutes West (N 52° 59' W) a distance of Fifty (50) feet to a stake; running thence North Fifty degrees Thirty minutes Thirty seconds West (N 50° 30' 30" W) a distance of Fifty (50) feet to a stake; running thence North Forty-seven degrees Forty-five minutes Thirty seconds West (N 47° 45' 30" W) a distance of Fifty (50) feet to a stake; running thence North Forty-five degrees Seven minutes West (N 45° 07' W) a distance of Fifty (50) feet to a stake; running thence North Forty-four degrees Two Minutes West (N 44° 02' W) a distance of Thirty-two and Four Hundredths (32.04) feet to a concrete monument; running thence North Fifty-five degrees Fifty minutes East (N 55° 50' E) a distance of One Hundred Twenty-four and Fifteen Hundredths (124.15) feet to a concrete monument; running thence North Thirty-four degrees Ten minutes West (N 34° 10' W) a distance of Three Hundred (300) feet to a concrete monument that was the point of beginning; express reference is hereby made to the aforesaid plat for better determining the metes, bounds and dimensions of the property hereby conveyed.

Exhibit B
Map of Property



Tax Map

139 Brampton Rd, Savannah, Chatham County, Georgia

0 149 feet

Exhibit B1
Figure of RUZ

N/F: BC INDUSTRIAL EXCHANGE
PORTFOLIO III MANAGER LLC
PIN: 10606 01005

11.098 ACRE PARCEL
(PRB O, PAGE 165)

BRAMPTON ROAD 60, R/W

5/8"IRF
3"X3"
CMF

PROPERTY DESCRIPTION
ALL THAT CERTAIN AREA KNOWN AS RESTRICTED USE ZONE, LOCATED
WITHIN AN 11.098 ACRE PORTION OF THE FORMER FOUNDATION
TRACT, SOUTH OF BRAMPTON ROAD, 8TH G.M. DISTRICT, CHATHAM
COUNTY, GEORGIA, RECORDED IN PLAT RECORD BOOK O, PAGE 165
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON ROD ALONG THE SOUTHERN
RIGHT-OF-WAY OF BRAMPTON ROAD HAVING A GRID NORTH, GEORGIA
STATE PLANE, EAST ZONE, NAD 83 COORDINATE OF NORTH:
768,429.88 AND EAST: 972,217.52, THENCE ALONG A SURVEY LINE
LINE THROUGH THE 11.098 ACRE PARCEL, S 365°28'43.7" E, A DISTANCE
OF 365.61' TO A POINT BEING THE POINT OF BEGINNING HAVING A
GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83
COORDINATE OF NORTH: 768,437.81 AND EAST: 972,437.44; THENCE
CONTINUING THROUGH THE 11.098 ACRE PARCEL THE FOLLOWING
COURSES AND DISTANCES: N 55°38'41.7" E, A DISTANCE OF 45.00' TO A
POINT, S 53°42'19.9" E, A DISTANCE OF 80.00' TO A POINT, N 34°21'19.7" W
A DISTANCE OF 45.00' TO A POINT, N 34°21'19.7" W A DISTANCE OF
80.00' TO THE POINT OF BEGINNING, AND CONTAINING 0.083 ACRE
OR 3,600 SQUARE FEET.

NOTES:
1. THIS PROPERTY BOUNDARY IS A COMPILED OF PLATS
DRAWN BY OTHERS AND IS NOT THE PRODUCT OF A COMPLETE
BOUNDARY SURVEY PERFORMED BY COLEMAN COMPANY, INC.
2. ADDITIONAL IMPROVEMENTS EXIST, BUT ARE NOT SHOWN.

100' 50' 0' 100'

GRAPHIC SCALE: 1"=100'

BOOK 0, PAGE 165,
AP BOOK 30S, PAGE 82.

REFERENCE:

LEGEND

●	■	IRF	CMF	POC	POB
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LINE TABLE			
LINE	LINE #	LENGTH	DIRECTION
L1	45.00'	N55°38'41"E	
L2	80.00'	S34°21'19"E	
L3	45.00'	S55°38'41"W	
L4	80.00'	N34°21'19"W	

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A EXHIBIT OF A RESTRICTED USE ZONE,
LOCATED WITHIN AN 11.098 ACRE PORTION OF THE FORMER FOUNDATION
SOUTH OF BRAMPTON ROAD, 8TH GM. DISTRICT,
CHATHAM COUNTY, GEORGIA
PREPARED FOR: FKG, LLC



EMAN COMPANY
ENGINEERS • SURVEYORS