

STATE OF GEORGIA  
Charlton Superior Court  
Filed August 24, 2021  
4:24 P.M.  
Deed Book 212 Page 779-791  
Wendy Whitaker Lee  
Clerk

After Recording Return to:  
State Line Outparcel, Ltd.  
c/o Milam Howard Nicandri & Gillam, P.A.  
14 East Bay Street  
Jacksonville, FL 32202

CROSS-REFERENCE:  
County: \_\_\_\_\_  
Deed Book: \_\_\_\_\_  
Page(s): \_\_\_\_\_

### 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 EPD and State Line Outparcel, Ltd. as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** State Line Outparcel, Ltd.  
Henville Building  
Prince Charles Street Charlestown,  
Nevis, British West Indies

**Grantee/Holder with the power to enforce:** State Line Outparcel, Ltd.  
Henville Building  
Prince Charles Street  
Charlestown, Nevis, British West Indies

**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:** See Exhibit C

*JM* *ETS*

## **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 8.14 acres of real property located at Hwy 121 Nelson Street in Folkston, Charlton County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 16, 2005 to State Line Outparcel, Ltd.; such conveyance is recorded in Deed Book 115, Page 511, of the Charlton County deed records. The Property is located in the 2<sup>nd</sup> District of Charlton County, Georgia.

The tax parcel(s) of the Property is F022 004 001 of Charlton County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B.

## **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 State Line Outparcel, Ltd. 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 Union Camp Corp – DBA Thomas Treating site. 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 #10218 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances

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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. Any residential use on the Property shall be prohibited.
- B. **Groundwater Limitation.** The use or extraction of groundwater beneath the Property shall be 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 State Line Outparcel, Ltd. 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.

*SW* *OS* *D*

### **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 State Line Outparcel, Ltd. 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, State Line Outparcel, Ltd. 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, State Line Outparcel, Ltd. 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, State Line Outparcel, Ltd. 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).** State Line Outparcel, Ltd. represents and warrants that all of the following are true and correct:

- A. State Line Outparcel, Ltd. holds fee simple title to the Property.

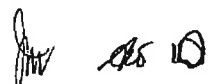
*John* *etc* 

- B. State Line Outparcel, Ltd. 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 State Line Outparcel, Ltd. 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 State Line Outparcel, Ltd. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which State Line Outparcel, Ltd. is a party or by which State Line Outparcel, Ltd. may be bound.
- D. State Line Outparcel, Ltd. 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, State Line Outparcel, Ltd. 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:

State Line Outparcel, Ltd.  
c/o Milam Howard Nicandri & Gillam, P.A.  
14 East Bay Street  
Jacksonville, FL 32202

**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.

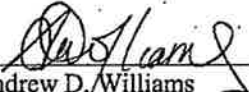
**Effective Date**

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).


*[Handwritten initials]* *[Handwritten initials]* *[Handwritten mark]*

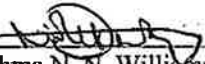
Grantor / Holder


**State Line Outparcel, Ltd.**

  
\_\_\_\_\_  
Andrew D. Williams  
Authorised Signatory  
Guildhall Ltd.  
Director

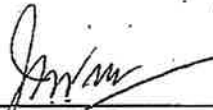
Signed in the presence of:

  
\_\_\_\_\_  
Unofficial Witness  
Dawne C. Lewis

  
\_\_\_\_\_  
Kishma N. N. Williams-Boddie  
Authorised Signatory  
Whitehall Ltd.  
Director

  
\_\_\_\_\_  
Unofficial Witness  
Jenella M. Stewart

I, Jerry O'Neil Webb, LLB. (Hons.), Notary Public of Charlestown, Nevis, hereby certify that the signatures executed above are those of Kishma N. N. Williams-Boddie, D.O.B. April 10<sup>th</sup> 1980 and Andrew D. Williams, D.O.B. November 1<sup>st</sup> 1984.

  
\_\_\_\_\_  
Jerry O'Neil Webb, LLB. (Hons.)  
Notary Public



For the Environmental Protection Division, Department of Natural Resources,  
State of Georgia, this 12 day of July, 2021:

[Signature]  
(Signature)

Richard E. Dunn  
Director, Environmental Protection  
Division

Signed in the presence of  
[Signature]  
Unofficial Witness (signature)  
LAQUEIA TERRELL  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

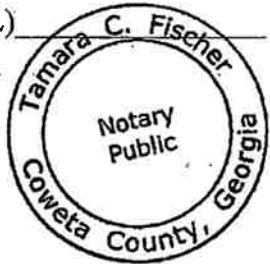
This instrument was acknowledged  
before me this 12 day of July,  
2021, by [Name].

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



[Signature] [Signature]



Exhibit A  
Legal Description of Property

*Jm* *AS*

## **C.M.German**

335 Anguilla Drive  
Brunswick, Georgia  
31523-3519

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR

Telephone (912) 261-8328

Fax: (912) 267-1984

email: [cmgerman@adelphia.net](mailto:cmgerman@adelphia.net)

—42 Years of surveying the Southlands, from Florida through Maryland—

**Legal Description**  
**Mulch Masters, Inc.**  
**May 17, 2007 (9:33AM)**

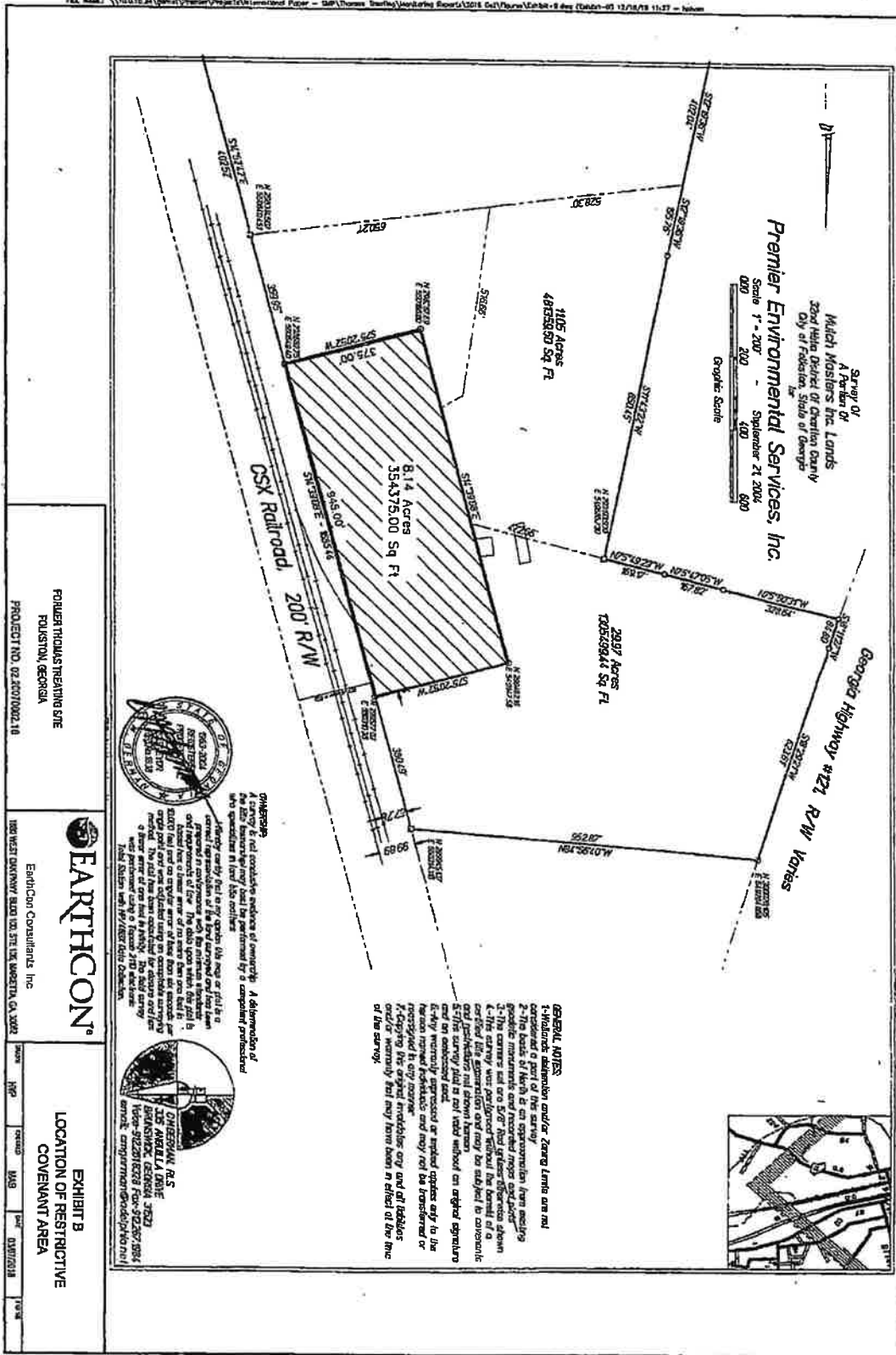
*All of that certain lot, tract, or parcel situate, lying, and being in the 32<sup>nd</sup> Militia District of Charlton County, in the City of Folkston, State of Georgia known as a portion of Mulch Masters, Inc. lands being more particularly described as follows, to-wit;*

*Commence at a point marked by a Concrete Monument which is the northeastern most corner of lands of Mulch Masters, Inc. and having coordinates in accordance with the Georgia Coordinate System, East Zone of North 299,945.137 and East 550,214.116 and running thence along the west line of the CSX Railroad's 200.00' Right of Way in a direction of South 14 degrees 39 minutes 08 seconds East for a distance of 380.49 feet to a point marked by a 5/8" iron rod which is the **Point or Place of Beginning** of the tract herein described; Thence continuing along the said west line of the CSX Railroad's right of way in a direction of South 14 degrees, 39 minutes, 08 seconds, East for a distance of 945.00' feet to a point marked by a 5/8" iron rod; Thence turning and leaving the said CSX Railroad's right of way and running in a direction of South 75 degrees, 20 minutes, 52 seconds, West for a distance of 375.00' feet to a point marked by a 5/8" iron rod; Thence turning and running in a direction of North 14 degrees, 39 minutes, 08 seconds, West for a distance of 945.00' feet to a point marked by a 5/8" iron rod; Thence turning and running in a direction of North 75 degrees, 20 minutes, 52 seconds, East for a distance of 375.00' feet to a point marked by a 5/8" iron rod which is the **Point or Place of Beginning**.*

*The herein described tract being bounded on the East by the CSX Railroad's right of way, on the North, South and West by other lands now or formerly of Mulch Masters, Inc. and containing 8.14 acres more or less.*

Exhibit B  
Map of Property

*Handwritten initials/signature*



**Exhibit C**  
**Notices to Parties with Interests in the Property other than Fee Simple**

1. **Ameris Bank, 121 W. Forsyth Street, Suite 150, Jacksonville, FL 32202.**

*Jan* *do* 