

7

RECORDED 11/25/2020 2:28 PM Recpt:469750  
DECLARATION RESTRICTIVE COVENANTS  
DEED BOOK 2419 PAGES 283 - 289 Doc #2020015818  
FILING FEES: \$25.00  
R.B. McIntyre, Superior Court Clerk, Barrow County, GA

After Recording Return to:  
Gerald Traktman and Phil Glassman, Trustees  
G.T. Winder Enterprises Trust  
1643 Brickell Avenue, Suite 2102  
Miami, FL 33129

CROSS-REFERENCE:  
County: BARROW  
Deed Book: 73  
Page(s): 108

### 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):** G.T. Winder Enterprises Trust  
1643 Brickell Avenue, Suite 2102  
Miami, FL 33129

**Grantee/Holder with the power to enforce:** G.T. Winder Enterprises Trust  
1643 Brickell Avenue, Suite 2102  
Miami, FL 33129

**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

FILED  
SUPERIOR COURT GA  
BARROW COUNTY  
2020 NOV 25 PM 2:28  
REGINA B. MCINTYRE, CLERK

### Property Subject

The property subject to this Environmental Covenant is a tract of approximately 9.15 acres of real property located at 39 East May Street, Winder, Barrow County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 9, 1986 to G.T. Winder Enterprises Trust; such conveyance is recorded in Deed Book 73, Page 108, of the Barrow County deed records. The Property is located in General Militia District (GMD) 243 of Barrow County, Georgia.

The tax parcel(s) of the Property is WN13 109 of Barrow County, Georgia.

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 G.T. Winder Enterprises Trust, 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 Georgia Classic Cleaners facility/site HSI Site #10512. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 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 G.T. Winder Enterprises Trust to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, G.T. Winder Enterprises Trust 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, G.T. Winder Enterprises Trust 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, G.T. Winder Enterprises Trust 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. G.T. Winder Enterprises Trust holds fee simple title to the Property.
- B. G.T. Winder Enterprises Trust 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 G.T. Winder Enterprises Trust 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 G.T. Winder Enterprises Trust nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which G.T. Winder Enterprises Trust is a party or by which G.T. Winder Enterprises Trust may be bound.

- D. There are no persons with existing interests other than fee simple in the Property;
- 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).

Grantee

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 29 day of October, 2020:

*R. Dunn*  
(Signature)  
Richard E. Dunn  
Director, Environmental Protection Division

Signed in the presence of:  
*L. Ferrell*  
Unofficial Witness (signature)  
LALUOCHA FERRELL  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 29 day of October, 2020 by

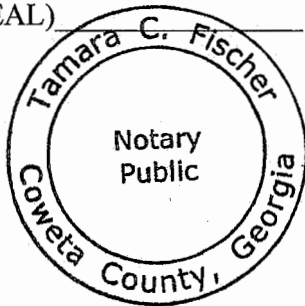
\_\_\_\_\_  
(Name)

- Personally Known
- Produced Identification

*Tamara C. Fischer*  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)



Grantor

G.T. Winder Enterprises Trust

[Signature]  
(Signature)

Gerald Traktman  
Trustee

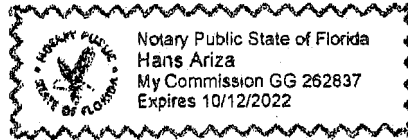
State of Florida  
County of Dade

Signed in the presence of

[Signature]  
Unofficial Witness (signature)

Mario Romero  
Unofficial Witness (print name)

This instrument was signed or attested before  
me this 31 day of August, 2020, by  
GERALD TRAKTMAN



Personally Known  
 Produced Identification

Hans Ariza  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)

[Signature]  
(Signature)

Phil Glassman  
Trustee

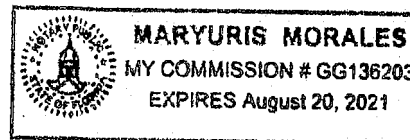
Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

Diana Rodriguez  
Unofficial Witness (print name)

State of Florida  
County of Broward

This instrument was signed or attested before  
me this 14 day of August 25, 2020, by



Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: August 20, 2021

(NOTARY SEAL)

Exhibit A  
Legal Description of Property

All that tract or parcel of land lying and being in the 243<sup>rd</sup> District G.M., State of Georgia, County of Barrow, City of Winder, and being more completely described as follows: COMMENCING at the intersection of the southeastern right of way of Jackson Street (40'R/W) and the southern right of way of State Route No.8 aka East May Street. Thence along said right of way of State Route No.8 aka East May Street in a southeasterly direction of 295.01 feet to an iron pin at the TRUE POINT OF BEGINNING. Thence continuing along said right of way South 57 degrees 02 minutes 55 seconds East 220.34 to an iron pin; thence leaving said right of way and running South 33 degrees 26 minutes 25 seconds West 185.20 feet to an iron pin; thence South 56 degrees 23 minutes 59 seconds East 66.85 feet to an iron pin; thence South 33 degrees 30 minutes 45 seconds West 190.00 feet to an iron pin; thence South 56 degrees 29 minutes 15 seconds East 113.01 feet to an iron pin; running thence South 33 degrees 04 minutes 14 seconds West 417.98 feet to an iron pin; thence North 52 degrees 53 minutes 13 seconds West 265.64 feet to an iron pin; thence North 56 degrees 05 minutes 08 seconds West 404.18 feet an iron pin on the Southeastern right of way of Jackson Street; thence running along said right of way North 32 degrees 22 minutes 02 seconds East 585.65 feet to an iron pin; thence leaving said right of way and running South 56 degrees 54 minutes 10 seconds East 100.23 feet to an iron pin; thence South 56 degrees 37 minutes 13 seconds East 179.99 feet to an iron pin; thence North 32 degrees 36 minutes 29 seconds East 184.94 feet to the TRUE POINT OF BEGINNING. Less and except all that tract or parcel of land lying and being in the 243<sup>rd</sup> District G.M., State of Georgia, County of Barrow, encompassing 0.297 acres and being more particularly described and delineated according to a plat and survey prepared by W.T. Dunahoo and Associates, LLC, certified by W.T. Dunahoo, Georgia Registered Surveyor No. 1577, dated January 14, 2016, entitled "Survey for Boulevard Shoppes, LLC", said plat being of record in the Office of the Clerk of Superior Court for Barrow County, Georgia in Plat Book 63, page 69; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

Together with the rights and easements set forth in that certain Declaration of Easements dated July 12, 1985, recorded in Deed Book 62, page 140, Barrow County, Georgia records; as amended by the Amendment to Declaration of Easements dated September 17, 1997, recorded in Deed Book 382, page 109, aforesaid records and by that Second Amendment to Declaration of Easements dated February 18, 2016 and recorded at Deed Book 1925, page 454, aforesaid records.