



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

**Jeffrey W. Cown, Director**

**EPD Director's Office**

2 Martin Luther King, Jr. Drive  
Suite 1456, East Tower  
Atlanta, Georgia 30334  
404-656-4713

VIA UPS

NOV 20 2024

Dawson Manufacturing Company  
c/o Mr. Neil Trivedi, General Manager  
Corporate Headquarters  
1042 North Crystal Avenue  
Benton, Harbor, MI 49022

RE: Executed Uniform Environmental Covenant  
Dawson Manufacturing  
HSI Site No. 10540  
300 Industrial Boulevard, SE  
Dawson, Terrell County, Georgia  
Tax Parcel ID No. 042 033

Dear Mr. Trivedi:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant submitted for the above-referenced property. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of Terrell County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8. Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. If you have any questions, please contact Kalen Spate at (470) 524-0598.

Sincerely,

Jeffrey W. Cown  
Director

Encl: Fully executed Uniform Environmental Covenant – Tax Parcel ID No. 042-033

cc: Acuity ES; Richard Christensen and Jacqueline Humphress (w/ enclosure)

File: HSI No. 10540, File ID No. 173-0009

After Recording Return to:

Environmental Protection Division  
Land Protection Branch  
2 Martin Luther King, Jr. Drive, SE  
Suite 1058  
Atlanta, GA 30334

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 Dawson Manufacturing Co. as set forth herein.

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

Dawson Manufacturing Co.  
1042 North Crystal Ave  
Benton Harbor, MI 49022

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

Dawson Manufacturing Co.  
1042 North Crystal Ave  
Benton Harbor, MI 49022

**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:**

N/A

**Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 39.897 acres of real property located at 300 Industrial Boulevard, Dawson, Terrell County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on 30 September 1992 to Dawson Manufacturing Co.; such conveyance is recorded in Deed Book A-4, Page 225 of the Terrell County deed records. The Property is located in Land Lots 253 and 254 of the 12th District and Land Lots 13 and 14 of the 3rd District of Terrell County, Georgia.

The tax parcel(s) of the Property is 042 033 of Terrell County, Georgia.

The Property is defined as Tract I in the legal description which is provided as Exhibit A. Page 571 of Plat Book No. 4 is provided 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 Dawson Manufacturing Co. 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 Dawson Manufacturing Co. facility/site (HSI Site 10540). Records pertaining to this corrective action are available at the following EPD location(s):

Environmental Protection Division  
Land Protection Branch  
2 Martin Luther King Jr. Drive, SE  
Suite 1058  
Atlanta, GA 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

### **Notice**

This Property has been listed in the State's Hazardous Site Inventory as HIS #10540 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)(i). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. 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.
- C. Annual certification of compliance. Annually, by no later than January 31 beginning the first January following the effective date of this Environmental Covenant, the Owner must submit a certification stating that the activity and use limitations in the Environmental

Covenant are being abided by, accompanied by the Annual Property Evaluation Form in the form of those attached to this Environmental Covenant Exhibit C.

**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. 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. 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.
- D. 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.*

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

Authorized representatives of EPD and Dawson Manufacturing Co. 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, Dawson Manufacturing Co., 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, Dawson Manufacturing Co. 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, Dawson Manufacturing Co. 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. Dawson Manufacturing Co. holds fee simple title to the Property.
- B. Dawson Manufacturing Co. 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 Dawson Manufacturing Co. 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 Dawson Manufacturing Co. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Dawson Manufacturing Co. is a party or by which Dawson Manufacturing Co. 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, Dawson Manufacturing Co. served 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.

#### **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 1058 East Tower  
Atlanta, GA 30334

With a copy to:

Dawson Manufacturing Co.  
1042 North Crystal Ave  
Benton Harbor, MI 49022

### **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

Dawson Manufacturing Co.

Neil Trivedi

(Signature)

Neil Trivedi

President

Signed in the presence of:

Kirsten Trivedi

Unofficial Witness (signature)

Kirsten Trivedi

Unofficial Witness (print name)

State of Michigan  
County of Berrien

This instrument was signed or attested before  
me this 27 day of Aug, 2024 by  
Neil Trivedi.

☐ Personally Known  
☒ Produced Identification

Nicole Ashley Kempton

Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL) 11/26/2028





Grantee

Dawson Manufacturing Co.

Neil Trivedi

(Signature)

Neil Trivedi

President

Signed in the presence of:

Kirsten Trivedi

Unofficial Witness (signature)

Kirsten Trivedi

Unofficial Witness (print name)

State of Michigan  
County of Berrien

This instrument was signed or attested before  
me this 27 day of Aug, 2024 by  
Neil Trivedi.

☐ Personally Known  
☒ Produced Identification

Nicole Ashley Kempton

Notary Public (Signature)

My Commission Expires: 11/26/2028

(NOTARY SEAL) \_\_\_\_\_





For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 20th day of November, 2024:

Jeffrey W. Coan  
(Signature)  
Jeff Coan  
(Name)

Director, Environmental Protection Division

Signed in the presence of:

Brooke F. Dickerson  
Unofficial Witness (signature)  
Brooke F. Dickerson  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before me this  
20 day of November, 2024, by \_\_\_\_\_  
(Name).

☒ Personally Known  
☐ Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 7/9/2027

(NOTARY SEAL) \_\_\_\_\_



Exhibit A  
Legal Description of Property

That tract and parcel of land in Terrell County, Georgia, consisting of 39.897 acres, being parts of Lots of Land Nos. 253 and 254 in the 12th Land District and parts of Lots of Land Nos. 13 and 14 in the 3rd Land District, and further described by commencing at a point where the North right of way line of the Seaboard Airline Railroad intersects with the East right of way line of a paved public road, known as the Mill Road, which beginning point is evidenced by a concrete marker, run thence North 5 degrees and 14 minutes 34 seconds West along the East right of way line of said Mill Road 710.16 feet to the South right of way line of Industrial Boulevard; thence along the South right of way line of Industrial Blvd. North 86 degrees and 42 minutes 29 seconds East 597.47 feet to a point where said right of way line begins to curve, thence following the curve of said right of way line, the chord of which curve runs South 74 degrees and 37 minutes 28 seconds East a chord distance of 271.71 feet to the point on said right of way line where said curve ends, thence continuing along the South right of way line of said new road South 55 degrees and 53 minutes 51 seconds East 1265.31 feet to a corner evidenced by an iron pin, thence South 34 degrees and 9 minutes 9 seconds West 1,000.40 feet to the North right of way line of the Seaboard Airline Railroad, thence North 55 degrees and 51 minutes 21 seconds West along the said right of way line 1546.2 feet to the starting point; being the property shown and delineated on a plat thereof made by B. H. Langford, surveyor, dated June 29, 1987 and recorded in the office of the Clerk of the Superior Court of Terrell County, Georgia, in Plat Book No. 4, Page 571, which plat and the record thereof are by reference incorporated herein for a more complete description of said property.

## TRACT II

That tract or parcel of land, including the improvements constructed thereon, lying and being in Terrell County, Georgia, and being part of Lot of Land No. 253 in the 12th Land District, and part of Lot of Land No. 13 in the 3rd Land District, being more specifically described as follows: To find the starting point of the property herein conveyed, commence at a point where the East right of way line of the public paved road called the Mill Road intersects with the northern right of way line of the Seaboard Airline Railroad, and run thence South 55 degrees and 51 minutes 21 seconds East along said right of way line of said railroad a distance of 1546.20 feet, thence North 34 degrees and 9 minutes 9 seconds East a distance of 1100.4 feet to the northern right of way line of Industrial Blvd., thence in an Southeasterly direction along the North right of way of Industrial Blvd. South 55 degrees 53 minutes 51 seconds East for a distance of 2.5 feet to a point marked by an iron pin, which point is the point of beginning and from said point of beginning run thence North 34 degrees and 6 minutes 9 seconds East 1073.1 feet to the run of Chickasawhatchee Creek, thence in a Southeasterly direction along said creek South 48 degrees 38 minutes 39 seconds East for a distance of 65.55 feet to a point; thence continue along the run of the creek South 38 degrees 21 minutes 38 seconds East for a distance of 89.12 feet to a point; thence in a Southwesterly direction South 34 degrees 6 minutes 9 seconds West for a distance of 537.97 feet to a point marked by an iron pin; thence in a Southeasterly direction South 55 degrees 53 minutes 51 seconds East for a distance of 200 feet to a point marked by an iron pin; thence in a Southwesterly direction South 34 degrees 6 minutes 9 seconds West for a distance of 500 feet to a point marked by an iron pin, which point is on the North right of way of Industrial Blvd.; thence in a Northwesterly direction North 55 degrees 53 minutes 51 seconds West for a distance of 350 feet to the point of beginning; being the property shown and delineated on a plat thereof made by B. H. Langford, surveyor, dated June 29, 1987 and recorded in the office of the Clerk of the Superior Court of Terrell County, Georgia, in Plat Book No. 4, Page 571, which plat and the record thereof are by reference incorporated herein for a more complete description of said property.

RECORDED ON Oct. 8 1992

*James S. Freeman*  
Deputy CLERK

**Exhibit B**  
**Plat Book Map**





Exhibit C  
Annual Property Evaluation Form

**ANNUAL INSPECTION FORM**  
**Land-Use Certification**  
**Dawson Manufacturing Co., HSI No. 10540**

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this property meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)(i)?  "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major groups..."		
	1a	If no to 1, attach a written explanation to this form.		
Exposure	2	Has groundwater been extracted at the property for any purpose other than site characterization and monitoring during the last year?		
	2a	If yes to 2, attach a written explanation to this form.		
Institutional Controls	3	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them?		
	3a	If no to 3, attach a written explanation to this form.		
Inspection	4	Date of Inspection and Name of Inspector: Name: Date:		
	4a	Photographs showing current land use (attached)		

**Certification:**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)

TITLE

SIGNATURE

DATE