

Deed Doc: COVE  
Recorded 02/17/2026 03:24PM

Gina J Timmerman  
Clerk Superior Court, McDuffie County, Ga.  
Bk 00769 Pg 0968-0979  
Penalty: \$0.00  
Interest: \$0.00

(Above space for recording officer use)

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RETURN TO:  
Fulcher Hagler LLP  
P.O. Box 1477  
Augusta, GA 30903-1477

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ENVIRONMENTAL COVENANT

BY AND BETWEEN

HP PELZER AUTOMOTIVE SYSTEMS, INC.,

RTX CORPORATION

AND

STATE OF GEORGIA, DEPARTMENT OF NATURAL  
RESOURCES, ENVIRONEMTNAL PROTECTION DIVISION

FOR PROPERTY LOCATED AT

1884 WARRENTON HIGHWAY

THOMSON, MCDUFFIE COUNTY, GEORGIA

After Recording Return to:  
 HP Pelzer Automotive Systems, Inc.  
 1175 Crooks Road  
 Troy, MI 48084  
 Attn: Alberto Buniato, CEO

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

### **Environmental Covenant**

**1.** 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 RTX Corporation, as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** HP Pelzer Automotive Systems, Inc.  
 1175 Crooks Road  
 Troy, MI 48084  
 Attn: Alberto Buniato, CEO

With required notice to: Miller Canfield  
 840 West Long Lake Rd., Suite 150  
 Troy, MI 48098  
 Attn: Grant Williams and Robert Murkowski

**Grantee/Holder/Prior Owner with specified power to enforce:** RTX Corporation ("RTX")  
 Legal Department  
 10 Farm Springs Road  
 Farmington, CT 06032

**Grantee/Entity with express power to enforce:** State of Georgia  
 Department of Natural Resources  
 Environmental Protection Division ("EPD")  
 2 Martin Luther King Jr. Drive, SE  
 Suite 1456 East Tower  
 Atlanta, GA 30334

### **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 36.57 acres of real property (less and except 0.144 acres conveyed to McDuffie County on January 6, 1999) located at 1884 Warrenton Highway, Thomson, McDuffie County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "**Property**"). RTX Corporation was the prior owner of the Property, and during RTX Corporation's ownership of the Property, certain events occurred which now result in the need for this Environmental Covenant. The Property was

conveyed on July 3, 1997 to HP Pelzer Automotive Systems, Inc. (“**HP Pelzer**”); such conveyance is recorded in Deed Book 212, Pages 237-238, of the McDuffie County deed records. The Property is located in the 134<sup>th</sup> District of McDuffie County, Georgia.

The tax parcel(s) of the Property is Tax ID #00200056 of McDuffie County, Georgia.

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

## 2. **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 HP Pelzer Automotive Systems, Inc., RTX Corporation and all successors, assigns and transferees of any interest in the Property or any portion thereof.

## 3. **Administrative Records**

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property (also known as the United Technologies Automotive Site) that arise under corrective action performed and/or being performed at the Property. 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 1058 East Tower  
Atlanta, GA 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

4. **Notice:** This Property has been listed on the State’s Hazardous Site Inventory at HSI #10543 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.

5. **Activity and Use Limitations.** The Property is subject to the following activity and/or use limitations (“**Prohibited Uses**”):

- A. **Real Property.** 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. **Groundwater.** The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes is prohibited.

6; **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 RTX Corporation. 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.

## 7. **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.

## 8. **Rights of Access and Enforcement**

Authorized representatives of EPD and RTX Corporation 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, RTX Corporation, 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.

**9. Recording of Environmental Covenant and Service on Other Persons**

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, RTX Corporation 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, HP Pelzer 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.

**10. Representations and Warranties by Grantor(s).** HP Pelzer represents and warrants that all of the following are true and correct:

- A. HP Pelzer holds fee simple title to the Property.
- B. HP Pelzer 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 HP Pelzer 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 HP Pelzer nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which HP Pelzer is a party or by which HP Pelzer may be bound.
- D. To the best of the undersigned's knowledge, based on the title report from Greater Atlanta, LLC provided by RTX with a date of October 14, 2015 ("Title Work"), other than a mortgage to Phoenix Salem Industrial Investors LLC, there are no persons with existing interests other than fee simple in the Property, and further, HP Pelzer represents and warrants that it has not deeded or otherwise conveyed fee simple title in the Property to any other person.
- 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, HP Pelzer or RTX 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.

**11. 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:

RTX Corporation  
Legal Department  
10 Farm Springs Road  
Farmington, CT 06032

Notices to HP Pelzer shall be provided in writing to the notice addresses (including copy) of Grantor on the first page of this Covenant.

**12. 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.

**13. 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.

**14. 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).

[Remainder of Page Left Intentionally Blank]

Grantee and Holder:

RTX Corporation

[Signature]  
(Signature)

Signed in the presence of:

David Platt, Esq.

Vice President & Associate General  
Counsel – EH&S/Real Estate

Catherine Bentley Catherine Bentley  
Unofficial Witness (signature)

Karen Kautman Louise Kautman  
Unofficial Witness (print name)

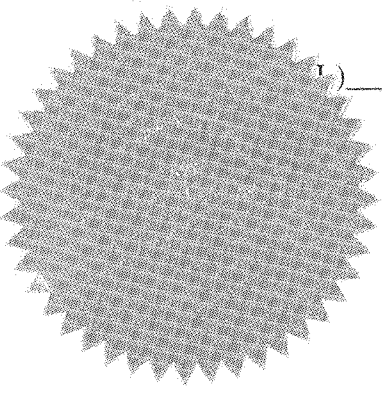
State of Connecticut  
County of Hartford

This instrument was signed or attested before  
me this 11th day of February, 2025, by  
David Platt

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:                       
Renee E. Morrell  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires 9/30/2029



Grantor

HP Pelzer Automotive Systems, Inc.

[Signature]  
(Signature)

Signed in the presence of:

Fred Hubacker Jr.

CFO

[Signature]  
Unofficial Witness (signature)

State of Michigan  
County of Oakland

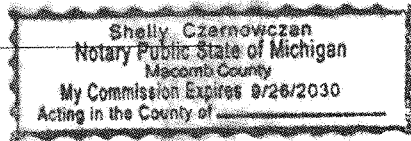
This instrument was signed or attested before  
me this 3 day of April, 2025, by  
FRED HUBACKER.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 22nd day of December, 2025 :

Jeffrey W. Cown  
(Signature)

Jeffrey Cown  
Director, Environmental Protection Division

Signed in the presence of:

David T. Donaldson  
Unofficial Witness (signature)

David T. Donaldson  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

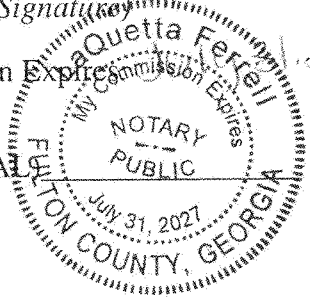
This instrument was signed or attested before  
me this 22nd day of December, 2025 by

- Personally Known
- Produced Identification

Paquetta Ferrell  
Notary Public (Signature)

My Commission Expires July 31, 2027

(NOTARY SEAL)



**Exhibit A**  
**Legal Description of Property**

All that tract or parcel of land, with improvements thereon, situate, lying and being in the 134<sup>th</sup> and 152<sup>nd</sup> Districts G.M. of McDuffie County, Georgia, containing 36.57 acres and being more fully described as follows: Beginning at a concrete monument located at the intersection of the northern edge of the right-of-way of U.S. Highway 278 with the western edge of the right-of-way of Wire Road and from said point proceeding South 46 degrees 28 minutes 20 seconds West along the northern edge of the right-of-way of U.S. Highway 278 for a distance of 962.66 feet to a concrete monument; thence proceeding South 84 degrees 5 minutes 47 seconds West for a distance of 45.84 feet to a point; thence proceeding North 43 degrees 31 minutes 11 seconds West for a distance of 563.25 feet to a one inch pipe; thence proceeding North 38 degrees 58 minutes 1 seconds West for a distance of 360.80 feet to a point; thence proceeding north 10 degrees 21 minutes 11 seconds West for a distance of 98.40 feet to a point; thence proceeding North 43 degrees 22 minutes 51 seconds West for a distance of 1162.87 feet to a point; around a curve to the left through a central angle of 52 degrees 5 minutes 33 seconds an arc distance of 434.11 feet a chord bearing of North 71 degrees 02 minutes 06 seconds West a distance of 419.31 feet to a concrete monument; thence proceeding North 70 degrees 32 minutes 9 seconds East for a distance of 46.00 feet to a point; thence proceeding North 19 degrees 27 minutes 51 seconds West for a distance of 20.00 feet to a point at the Georgia Railroad right-of-way; thence proceeding North 70 degrees 32 minutes 9 seconds East along the right-of-way line of Georgia Railroad 404.20 feet to a point; thence proceeding South 46 degrees 53 minutes 11 seconds East for a distance of 996.16 feet to a point; thence proceeding North 71 degrees 2 minutes 59 seconds East for a distance of 375.98 feet to a point; thence proceeding North 70 degrees 26 minutes 41 seconds East for a distance of 148.57 feet to a point; thence proceeding North 70 degrees 26 minutes 39 seconds East for a distance of 181.65 feet to a point located at the western edge of the right-of-way of Wire Road; thence proceeding South 46 degrees 23 minutes 31 seconds East along the western edge of the right-of-way of Wire Road for a 679.11 feet to a point; thence proceeding South 43 degrees 44 minutes 8 seconds West along the right-of-way of Wire Road for a distance of 20 feet to a point; thence proceeding South 45 degrees 54 minutes 29 seconds East along the western edge of the right-of-way of Wire Road for a distance of 337.85 feet to a point; thence proceeding South 20 degrees 50 minutes 45 seconds East along the western edge of the right-of-way of Wire Road for a distance of 109.42 feet to the point of beginning. Said property is bounded: On the West by property of Shaw; on the North by Georgia Railroad; on the East by property of Mrs. Minnie Owens and Wire Road; and on the South by U.S. Highway 278, all as shown according to Plat of Survey thereof prepared by John A. McGill, R.L.S. No. 1753 dated July 2, 1997, copy of which is recorded in Plat Record S, Page 373M in the office of the Clerk of Superior Court of McDuffie County, Georgia.

Less and Except 0.144 acres conveyed to McDuffie County, Georgia at Rural Post Roads Right of Way Deed from HP Pelzer (Automotive Systems), Inc. dated January 6, 1999, filed January 8, 1999 and recorded in Deed Book 233, Page 473, McDuffie County, Georgia records.

**Exhibit B**  
**Map of Property**

