

After Recording Return to:  
SOP, L.P.  
Myron Kaminsky  
P.O. Box 60069  
Savannah, GA 31420

CROSS-REFERENCE:  
County: Chatham  
Deed Book: 179-J  
Page(s): 325

### 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 Southern Motors of Savannah, Inc., as set forth herein.

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

SOP, L.P.  
P.O. Box 60069  
Savannah, Georgia 31420

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

Southern Motors of Savannah, Inc.  
P.O. Box 60069  
Savannah, Georgia 31406

**Grantee/Entity with  
express power to enforce:**

State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
Address of Director's Office:  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

Type: COVE  
Kind: DECLARATION OF RESTRICTIVE COV  
Recorded: 8/25/2025 4:29:00 PM  
Fee Amt: \$25.00 Page 1 of 13  
Chatham, Ga: Clerk Superior Court  
Tammie Mosley Clerk Superior Court  
**BK 3757 PG 767 - 779**

### Property Subject

The property subject to this Environmental Covenant is a tract of approximately 2.66 acres of real property located at 10300 Abercorn Street, Savannah, Chatham County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on May 1, 1996, to SOP, L.P., a Georgia limited partnership; such conveyance is recorded in Deed Book 179-J, Page 325, of the Chatham County deed records. The Property is recorded in Subdivision Map Book 6-S, page 100 of the records of the Superior Court of Chatham County, Georgia, as a Recombination of Lots 1, 2, 3, and 4 of Shangri-La Subdivision and Parcel B, Liberty Park Subdivision.

The tax parcel of the Property is 20647 01006 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.

### **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 SOP, L.P., Southern Motors of Savannah, Inc., 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 Southern Motors of Savannah facility/site. 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 MLK Jr. Drive, SE, Suite 1058 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 #10591 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Corrective action has been completed to bring the Property into compliance with Georgia Hazardous Site Response Act non-residential risk reduction standards for removal from the Hazardous Site Inventory. 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 property as defined in Rule 391-3-19-0.02(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 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. Periodic Reporting – Annually, by no later than January 30 beginning the first January following the effective date of this Environmental Covenant, the Owner

shall submit to EPD the Annual Property Evaluation form attached as Exhibit C. The form will include the following: certification of non-residential usage for the Property and a statement regarding whether the activity and use limitations in this Environmental Covenant are being followed.

**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, SOP, L.P., and Southern Motors of Savannah, Inc. 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.

### **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, SOP, L.P., and Southern Motors of Savannah, Inc. 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, SOP, L.P., and Southern Motors of Savannah, Inc., 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, SOP, L.P. 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, SOP, L.P. 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).** SOP, L.P. represents and warrants that all of the following are true and correct:

- A. SOP, L.P. holds fee simple title to the Property.
- B. SOP, L.P. 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 SOP, L.P. 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 SOP, L.P. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which SOP, L.P. is a party or by which SOP, L.P. 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, SOP, L.P. 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 1058 East Tower  
Atlanta, GA 30334

With a copy to:

Southern Motors of Savannah, Inc.  
P.O. Box 60069  
Savannah, Georgia 31406

### **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

SOP, L.P.

(Signature)

Myron Kaminsky

Title:

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia

County of [Chatham]

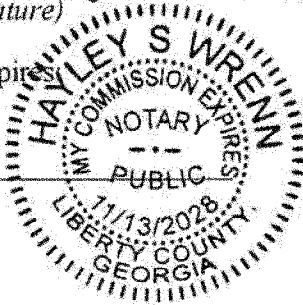
This instrument was signed or attested before  
me this 27 day of May, 2025 by



Notary Public (Signature)

My Commission Expires

(NOTARY SEAL)



Grantee

Southern Motors of Savannah, Inc.

(Signature)

Myron Kamensky

Title: VP

Signed in the presence of:

(Signature)  
Unofficial Witness (signature)

Tiffany L. Hall  
Unofficial Witness (print name)

State of Georgia

County of Chatham

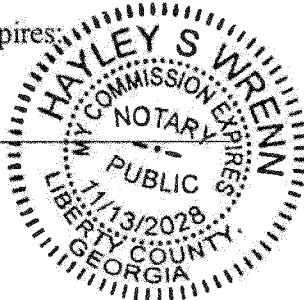
This instrument was signed or attested before  
me this 27 day of May, 2025 by

☒ 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 25th day of August, 2025 :

  
(Signature)

Jeffrey W. Cown  
Director, Environmental Protection Division

Signed in the presence of:

  
Unofficial Witness (signature)

Dawn T. Donaldson  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 25 day of August, 2025, by  
Jeffrey W. Cown.

☒ Personally Known  
☐ Produced Identification

  
Notary Public (Signature)

My Commission Expires: 7/9/2027

(NOTARY SEAL)

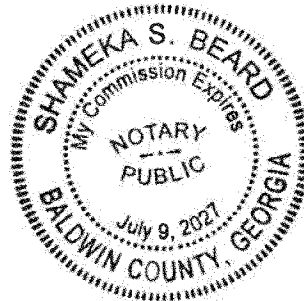




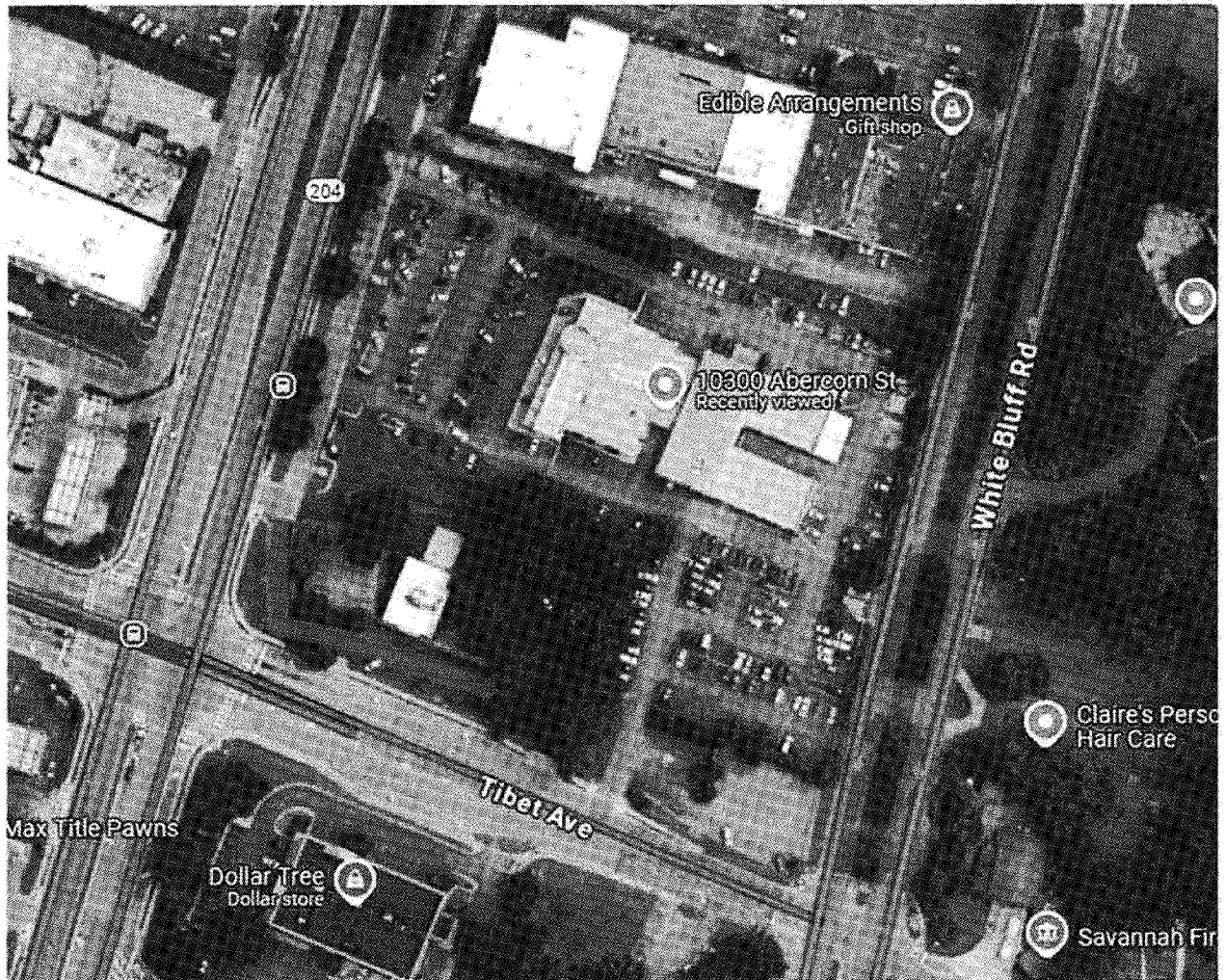
Exhibit A  
Legal Description of Property

ALL that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, State of Georgia, and being known and designated on that certain map or plat prepared by Hussey, Gay & Bell, Consulting Engineers, dated December 19, 1985, revised January 14, 1986, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 6-S, page 100, as a Recombination of Lots 1, 2, 3 and 4 of Shangri-La Subdivision and Parcel B, Liberty Park Subdivision; said property as a whole being bounded as follows: on the East by White Bluff Road; on the North by Lots 5 and 7, Picadilly Square Subdivision; on the West by Abercorn Street Extension and Parcel A, Liberty Park Subdivision; and on the South by Parcel A, Liberty Park Subdivision, and Lots A and B, Shangri-La Subdivision. For a more particular description of the above described property reference is hereby made to the aforementioned plat or map which by express reference is hereby incorporated herein and made a part hereof.

AND ALSO,

ALL that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, County of Chatham, State of Georgia, and being known and designated as Lot "A," Shangri-La Five Subdivision, being a resubdivision of Lot 5, Shangri-La Subdivision, Sixth G.M. District, as shown on that certain map or plat prepared by Stuckey Land Surveying dated July 23, 1980, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 2-S, page 28, said Lot "A" having a frontage on the north side of Tibet Avenue of 136 feet and being bounded as follows: On the North by a portion of Lot 4, Shangri-La Subdivision, with a frontage thereon of 134 feet; on the East by Lot "B," Shangri-La Five Subdivision, with a frontage thereon of 103.77 feet; and on the West by a portion of Lot "B," Liberty Park Subdivision of a portion of Lot 11, with a frontage thereon of 103.69 feet, all of which will more fully appear by reference to the aforesaid map or plat which is hereby incorporated herein for a more particular description of said Lot "A."

Exhibit B  
Map of Property



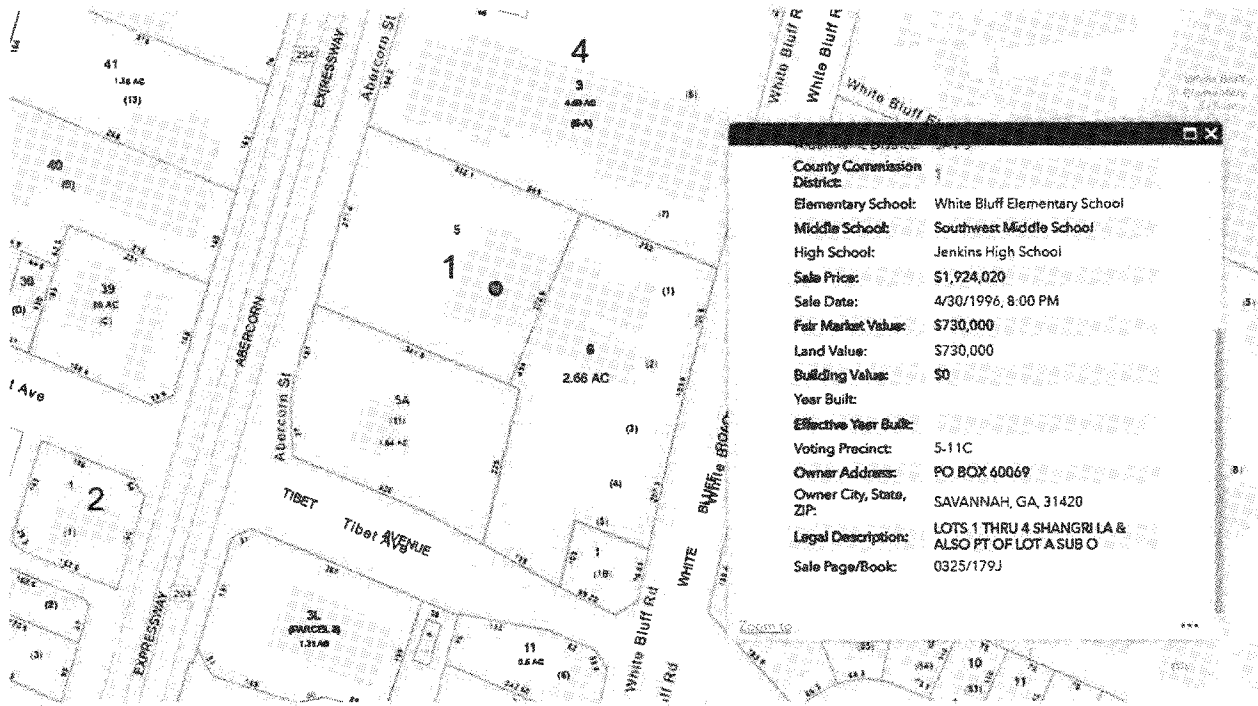


Exhibit C  
Property Evaluation Form

**ANNUAL PROPERTY EVALUATION FORM**

**Southern Motors, HSI Site No. 10591**

| TYPE                 | No. | CRITERIA RESPONSE  | YES | NO |
|----------------------|-----|--|-----|----|
| Land Use             | 1   | Does this HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)?<br><br>“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 group...” |     |    |
|                      | 1a  | If no to 1, provide a written explanation (attached) to the EPD within 30 days.  |     |    |
|                      | 2   | Have the conditions of the site property and/or surrounding properties been modified such that they would change the exposure determinations pursuant to the Compliance Status Report?   |     |    |
|                      | 2a  | If yes to 2 provide a written explanation (attached) to EPD within 30 days.  |     |    |
|                      | 3   | Is there any use or extraction of groundwater from beneath the Property for drinking water or for any other non-remedial purpose?  |     |    |
|                      | 3a  | If yes to 3, provide a written explanation (attached) to EPD within 30 days.   |     |    |
| Property Instruments | 4   | Are all tenants/leases aware of the property use limitations for the site?   |     |    |
|                      | 4a  | If no to 4, provide a written explanation (attached) to the EPD within 30 days.  |     |    |
| Inspection           | 5   | Date of inspection:  |     |    |
|                      | 5a  | Name of inspector:   |     |    |
|                      | 5b  | Photographs showing current land use and any above noted exceptions (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