

After Recording Return to:
370 Mills Road, Inc.
611 McKinnes Branch
Evans, Georgia 30809

CROSS-REFERENCE:
County: Burke
Deed Book: 1007
Page: 85

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:	370 Mills Road, Inc. 611 Mckinnes Branch Evans, Georgia 30809
Grantee/Holder:	370 Mills Road, Inc. 611 Mckinnes Branch Evans, Georgia 30809
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
Parties with interest in the Property:	Greenfield World Trade, Inc. d/b/a The Legacy Companies 3355 Enterprise Avenue, Suite 160 Ft. Lauderdale, Florida 33331

Property Subject

The property subject to this Environmental Covenant is a tract of real property listed in tax records as 10.54 acres (surveyed as 11.31 acres) located at 370 Mills Road, Waynesboro, Burke County, Georgia 30830, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 6, 2016 from Legion Industries, Inc. to 370 Mills Road, Inc; such conveyance is recorded in Deed Book 1007 Page 85, of the Burke County deed records. The Property is located in Land Lot 073 022 of District 04 of Burke County, Georgia.

The tax parcel(s) of the Property is 073 022 of District 04 of Burke 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 370 Mills Road, 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 an environmental response performed and/or being performed at the Legion Industries facility, HSI Site #10614. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King Jr. Drive, SE, Suite 1058 East Tower
Atlanta, GA 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Activity and Use Limitations.

- 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. 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. Potential Vapor Intrusion. If additional enclosed structures are built on the Property as part of any planned re-development, then the vapor intrusion pathway must be re-assessed and mitigated as necessary. Vapor intrusion can be a potential exposure pathway when buildings are located near a release of volatile substances in the subsurface. "Near" is typically considered within 100 feet laterally for chlorinated volatile compounds.

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 (Burke County, Deed Book 1007 and Page 85) 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 370 Mills Road, Inc. to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD, 370 Mills Road, 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, 370 Mills Road, Inc. 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, 370 Mills Road, Inc. 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. 370 Mills Road, Inc. holds fee simple title to the Property.
- B. 370 Mills Road, Inc. 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 370 Mills Road, Inc. 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 370 Mills Road, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or

instrument to which 370 Mills Road, Inc. is a party or by which 370 Mills Road, Inc. may be bound.

- D. 370 Mills Road, Inc. 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. 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).

Grantor

370 Mills Road, Inc.

Charles Michael Brown
(Signature)

Signed in the presence of:

Charles Michael Brown

Executor

Thuy G
Unofficial Witness (signature)

Presley George
Unofficial Witness (print name)

State of Georgia
County of Columbia

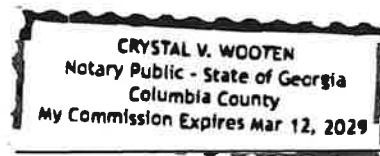
This instrument was signed or attested before
me this 1st day of July, 2025, by
Charles Michael Brown.

☐ Personally Known
☒ Produced Identification

Crystal V. Wooten
Notary Public (Signature)

My Commission Expires: Mar 12 2029

(NOTARY SEAL) _____



Grantee

370 Mills Road, Inc.

Charles Michael Brown
(Signature)

Signed in the presence of:

Charles Michael Brown

Executor

[Signature]
Unofficial Witness (signature)
Presley George
Unofficial Witness (print name)

State of Georgia
County of Columbia

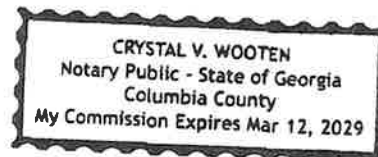
This instrument was signed or attested before
me this 1st day of July, 2025, by
Charles Michael Brown.

☐ Personally Known
☒ Produced Identification

Crystal V. Wooten
Notary Public (Signature)

My Commission Expires: MAR 12 2029

(NOTARY SEAL) _____



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 25th day of August, 2025:

Jeffrey W. Cown
(Signature)

Jeffrey W. Cown
Director, Environmental Protection Division

Signed in the presence of:

[Signature]
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

☒ Personally Known
☐ Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires:

7/9/2027

(NOTARY SEAL)



Exhibit A
Legal Description of Property

Burke County Tax Parcel 073-022

All that tract or parcel of land lying in or being in the City of Waynesboro, in the 62ND G.M. District of Burke County, Georgia, and being more particularly described as follows:

beginning at a Rebar set where the south right of way of Eastside Waynesboro Bypass intersects the east right of way of Davis Road; Thence along the south right of way of Eastside Waynesboro Bypass, the following courses and distances:

N 56°46'42"E a distance of 103.05' to rebar set;
 thence N 80°30'34"E a distance of 50.00' to rebar set;
 thence N 71°59'21"E a distance of 101.12' to rebar set;
 thence N 80°48'56"E a distance of 201.00' to an angle iron set;
 thence leaving the south right of way of Eastside Waynesboro Bypass,
 S 03°50'19"W a distance of 1289.76' to an angle iron set on the north right of way of the S & A Railroad;
 thence N 83°40'54"W a distance of 348.46' along the north right of way of S & A Railroad to a rebar set on the east right of way of Davis Road;
 thence N 03°48'09"W a distance of 196.30' to a rebar set on the east right of way of Davis Road;
 thence N 80°05'39"E a distance of 62.91' to a rebar set;
 thence N 09°54'21"W a distance of 50.00' to a rebar set;
 thence S 80°05'39"W a distance of 57.56' to a rebar set on the east right of way of Davis Road; thence along the east right of way of Davis Road the following courses and distances:
 N 03°48'09"W a distance of 275.74' to a rebar set;
 thence N 01°00'34"E a distance of 399.71' to a rebar set;
 thence S 89°18'15"E a distance of 27.79' to a rebar set;
 thence N 00°41'04"E a distance of 200.00' to a rebar set and the point of beginning;
 Said property contains an area of 11.31 acres.

Exhibit B
Map of Property

