

After Recording Return to:  
Berkeley Lake Village Owners Association  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096  
1465 Northside Dr. NW STE 128, Atlanta, GA 30318

CROSS-REFERENCES:

County: Gwinnett  
Deed Book: 46516  
Page(s): 337

DEED B: 58724 P: 00201  
05/12/2021 04:31 PM Pgs: 10 Fees: \$25.00

Deed Book: 49576  
Page: 540

Tiana P Garner, Clerk of Superior Court  
Gwinnett County, GA

ERECORDED  
eFile Participant IDs: 4289077774,

## 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 Berkeley Lake Village Owners Association, Inc. 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 Grantee/Holder, as defined below, as set forth herein.

**Fee Simple Owner/Grantor:**

Berkeley Lake Village Owners Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096

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

Berkeley Lake Village Owners Association, Inc.  
3980 Peachtree Industrial Blvd.  
Duluth, Georgia 30096

**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

### Property Subject

The property subject to this Environmental Covenant is a tract of approximately 1.28 acres of real property located at Peachtree Industrial Blvd., Duluth, Gwinnett County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on June 12, 2009, to Berkeley Lake Village Owners Association; such conveyance was recorded on July 6, 2009 in Deed Book 49576, Page 540 *et seq.*, of the Gwinnett County deed records. The Property is located in Land Lot 267 of the 6th Land District of Gwinnett County, Georgia.

The tax parcel of the Property is tax parcel ID number R6267 030 of Gwinnett 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 Berkeley Lake Village Owners Association, 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 Berkeley Lake Road Site. 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 1054 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 # 10844 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. Real Property. The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Georgia Rules for Hazardous Site Response as of the date of this Environmental Covenant, to the extent that:
  - (1) such Non-Residential Uses are permitted under the Declaration of Covenants, Easements, Conditions and Restrictions for Berkeley Lake Village, recorded on May 18, 2006 in the Gwinnett County land records in Deed Book 46516, Page 337 et seq., as amended ("Declaration"), and
  - (2) such Non-Residential Uses are permitted under local, state and federal law. Residential uses, including day care centers, are prohibited.
- B. Land Disturbance Activity. Soil disturbance below a depth of three (3) feet below grade shall not be performed unless as set forth in a Soil Management Plan, which must be submitted to EPD for review and comment. The Soil Management Plan must be prepared by a Georgia registered professional

engineer or a Georgia registered professional geologist who has experience in responsible charge of the investigation and remediation of releases of regulated substances. Any EPD comments regarding the Soil Management Plan must be addressed to EPD's satisfaction prior to soil disturbance activities.

- C. Monitoring, Maintenance, and Periodic Reporting to EPD. Monitoring and maintenance of these Activity and Use Limitations and periodic reporting to EPD shall be conducted in accordance with the Monitoring and Maintenance Plan dated October 2020 or the most recent revision approved 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 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 Grantee/Holder, as defined herein. 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.

### **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 and Grantee/Holder 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, Grantee/Holder 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, Grantor 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, Grantor 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).** Berkeley Lake Village Owners Association, Inc. represents and warrants that all of the following are true and correct:

- A. Berkeley Lake Village Owners Association, Inc. holds fee simple title to the Property.
- B. Berkeley Lake Village Owners Association, 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 Berkeley Lake Village Owners Association, 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 Berkeley Lake Village Owners Association, Inc., nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Berkeley Lake Village Owners Association, Inc. is a party or by which Berkeley Lake Village Owners Association, Inc. may be bound.
- D. Grantor 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. 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, Berkeley Lake Village Owners Association, Inc. 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 1054 East Tower  
Atlanta, GA 30334

With Copy to;

Berkeley Lake Village Owners Association, Inc.  
1465 Northside Dr. NW STE 128,  
Atlanta, GA 30318

### **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).

**For Grantor/Grantee/Holder:**

**Berkeley Lake Village Owners Association, Inc.**

(Signature)

Hank Chang  
Name of Authorized Representative

President  
Title of Authorized Representative

Signed in the presence of:

[Signature]  
Unofficial Witness – Secretary (signature)

Li Qi-Feng  
Unofficial Witness – Secretary (print name)

State of Georgia  
County of Gwinnett

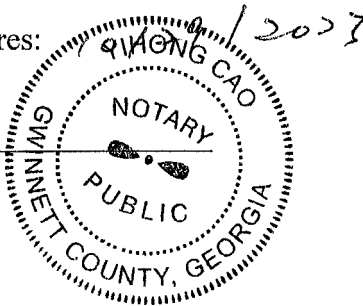
This instrument was signed or attested before  
me this 28 day of Oct, 2020 by  
Hank Chang.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 9/2023

(NOTARY SEAL)



For the **Environmental Protection Division, Department of Natural Resources**, State of Georgia, this 28 day of April, 2021 :

R. Dunn  
(Signature)

Richard Dunn  
Director, Environmental Protection Division

Signed in the presence of:  
LaQuetta Ferrell  
Unofficial Witness (signature)

LaQuetta Ferrell  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before me this 28 day of April, 2021, by

- Personally Known
- Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

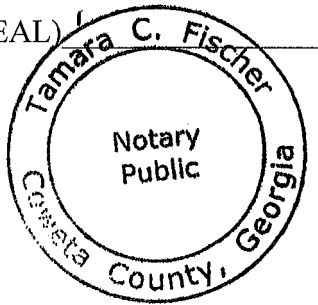


Exhibit A  
Legal Description of Property

All that tract or parcel of land, lying and being in Land Lot 267 of the 6th Land District, Gwinnett County, Georgia, containing 1.284 acres of land, more or less, being specifically identified as "Tract D" on the Final Plat for Berkeley Lake Village recorded on July 27, 2007 in Plat Book 121, Page 35, Gwinnett County, Georgia Records, and being more particularly described as follows.

Beginning at a point at the intersection of the Land Lot Line common to Land Lots 267 and 290 and the easterly margin of the right-of-way of Peachtree Industrial Boulevard (revised right-of-way with varying width); thence along the easterly margin of the right-of-way of Peachtree Industrial Boulevard and the Land Lot line common to Land Lots 267 and 290 North 60 degrees 32 minutes 17 seconds East, 23.57 feet to the TRUE POINT OF BEGINNING, thence continuing along the Land Lot Line 60 degrees 32 minutes 17 seconds East 202.56 feet to a point; thence departing the Land Lot Line, South 28 degrees 52 minutes 45 seconds East 189.62 feet to a point; thence South 61 degrees 13 minutes 00 seconds West, 375.49 feet to a point on the easterly margin of the right-of-way of Peachtree Industrial Boulevard; thence along the margin of said right-of-way North 13 degrees 04 minutes 30 seconds East, 258.68 feet to the TRUE POINT OF BEGINNING.



Exhibit B  
Map of Property

10/18/2018

GSCCCA.org - Image Index

