

**BK 3976 PG 248 - 260**

After Recording Return to:  
Stephen A. McCullers  
Morris, Manning & Martin, LLP  
3343 Peachtree Road, NE  
1600 Atlanta Financial Center  
Atlanta, Georgia 30326

**CROSS-REFERENCE:**  
County: Chatham  
Deed Book: 383V  
Page(s): 873-876

### **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 the Georgia Department of Natural Resources Environmental Protection Division ("EPD") and Royal Real Estate Services, L.L.C. as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Royal Real Estate Services, L.L.C.  
c/o Mr. Oscar Acharandio  
10800 NW South River Drive  
Miami, Florida 33178

**Grantee/Holder with the power to enforce:** Royal Real Estate Services, L.L.C.  
c/o Mr. Oscar Acharandio  
10800 NW South River Drive  
Miami, Florida 33178

**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 4.923 acres of real property referred to as the Coastal Concrete Site and located at 2337 Louisville Road, Savannah, Chatham County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on December 24, 2012, to Royal

Transportation Services, Inc., such conveyance is recorded in Deed Book 383V, Page 873, of the Chatham County deed records. Royal Transportation Services, LLC amended its Articles of Organization to change its name to Royal Real Estate Services, L.L.C. effective on July 27, 2018. The Property is located in the 1<sup>st</sup> Aldermanic District, 8<sup>th</sup> G.M. District, City of Savannah, Chatham County, Georgia.

The Property consists of tax parcel 20599 01010 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 Royal Real Estate Services, L.L.C. 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 Property. Records pertaining to this corrective action are available at the following location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King, Jr. Drive  
Suite 1058, East Tower  
Atlanta, Georgia 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 #10867 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. Use of the Property shall be limited to non-residential activities unless it is first demonstrated to EPD's satisfaction that any other use will not result in exposure of individuals to regulated substances at concentrations greater than the applicable RRS.
- B. Monitoring and Maintenance Plan. The Monitoring and Maintenance Plan dated January 27, 2026, (as may be amended from time to time with EPD's approval)

associated with the Property is located in the Administrative Records. This Monitoring and Maintenance Plan as amended, or a comparable document approved by EPD, shall be implemented to ensure that inspections are performed, documented, and reported to EPD as specified in the Monitoring and Maintenance Plan or the comparable document (as applicable).

- C. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited unless conducted in accordance with the approved Monitoring and Maintenance Plan associated with the Property.
- D. Vapor Intrusion Assessment. Prior to construction of any new structure designed for human occupancy, or renovation of an existing unoccupied structure to include human occupancy, the vapor intrusion hazard to proposed occupants shall be evaluated and mitigated in accordance with the then current and applicable EPD vapor intrusion assessment technical guidance.
- E. Permanent Markers. Permanent markers that specify the property use limitation as specified in Section 391-3-19-.08(7)(b) of the Rules for Hazardous Sites Response shall be installed and maintained at the primary point of entry to the Property. Disturbance or removal of any such markers is prohibited during the effective term of this Environmental Covenant.

**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). Current and future leasers on the subject property should be informed via a statement in the leases of the conditions required to be maintained as described in this Environmental Covenant.
- 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 Royal Real Estate Services, L.L.C. 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. Notice of Noncompliance. Royal Real Estate Services, L.L.C., or the then-current owner of the Property shall submit a written notice to EPD within ten (10) days of discovery of noncompliance with the activity and/or use limitations and/or other requirements herein, including the steps taken or to be taken to correct.
  
- E. Annual Reporting. Royal Real Estate Services, L.L.C., or the then-current owner of the Property, shall inspect the Property in accordance with the EPD-approved Monitoring and Maintenance Plan to ensure compliance with this document. Annually, but no later than December 31, following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Uniform Environmental Covenant Certification Form attached to this document as Exhibit C and the Annual Property Evaluation Form and associated documents required by the EPD-approved Monitoring and Maintenance Plan, or a modified format as approved by EPD.

#### **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 Royal Real Estate Services, L.L.C. 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, Royal Real Estate Services, L.L.C., 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, Royal Real Estate Services, L.L.C. 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, Royal

Real Estate Services, L.L.C. 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).** Royal Real Estate Services, L.L.C. represents and warrants that all of the following are true and correct:

- A. Royal Real Estate Services, L.L.C. holds fee simple title to the Property.
- B. Royal Real Estate Services, L.L.C. 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 Royal Real Estate Services, L.L.C. 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 Royal Real Estate Services, L.L.C. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Royal Real Estate Services, L.L.C. is a party or by which Royal Real Estate Services, L.L.C. may be bound.
- D. Royal Real Estate Services, L.L.C. 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, Royal Real Estate Services, L.L.C. 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:

Royal Real Estate Services, L.L.C.  
c/o Mr. Oscar Acharandio  
10800 NW South River Drive  
Miami, Florida 33178

**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**

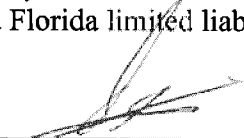
Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

**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

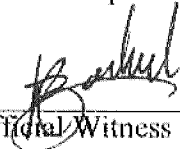
Royal Real Estate Services, L.L.C.,  
a Florida limited liability company

  
\_\_\_\_\_  
(Signature)

Oscar Acharandio

Manager

Signed in the presence of:

  
\_\_\_\_\_  
Unofficial Witness (signature)

Rebecca Teledon  
\_\_\_\_\_  
Unofficial Witness (print name)

State of ~~Georgia~~ Florida  
County of ~~Chatham~~ Miami-Dade

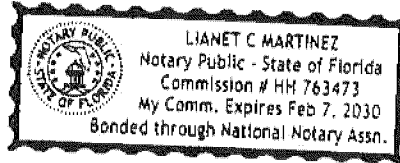
This instrument was signed or attested before  
me this 12 day of February, 2026, by  
Oscar Acharandio.

Personally Known  
 Produced Identification

  
\_\_\_\_\_  
Notary Public (Signature)

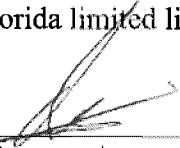
My Commission Expires: 2/7/2030

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



Grantee

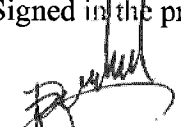
Royal Real Estate Services, L.L.C.,  
a Florida limited liability company

  
\_\_\_\_\_  
(Signature)

Oscar Acharandio

Manager

Signed in the presence of:

  
\_\_\_\_\_  
Unofficial Witness (signature)


Unofficial Witness (signature)

Rebecca Teledon  
\_\_\_\_\_  
Unofficial Witness (print name)

State of Georgia ~~Florida~~  
County of ~~Chatham~~ Miami-Dade

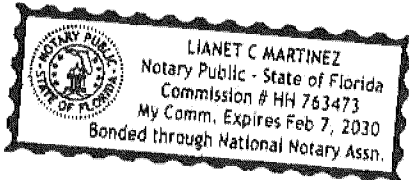
This instrument was signed or attested before  
me this 12 day of February 2026, by  
Oscar Acharandio.

Personally Known  
 Produced Identification

  
\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: 2/7/2030

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



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 4<sup>th</sup> day of May, 2026:

[Signature]  
(Signature)

Signed in the presence of:  
[Signature]

[Name] Jeffrey W. Gown  
Director, Environmental Protection Division

Unofficial Witness (signature)

Shameka Beard  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

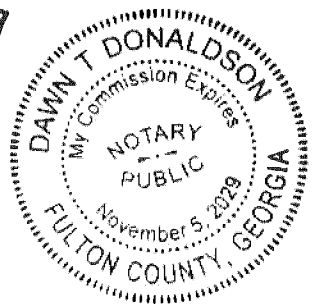
This instrument was signed or attested before  
me this 4<sup>th</sup> day of May, 2026, by  
[Name].

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires: 11/05/2029

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

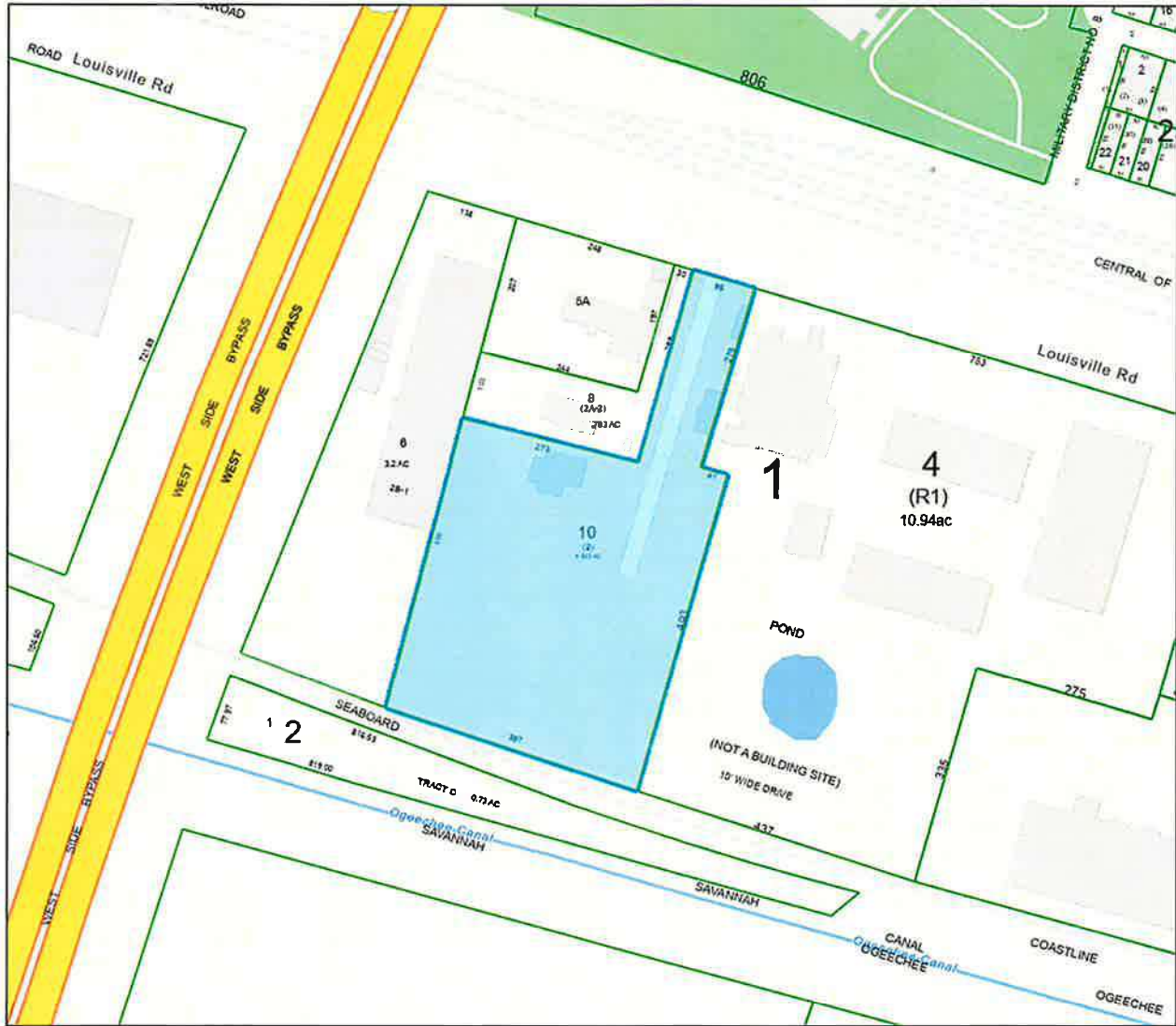


**Uniform Environmental Covenant**  
**Coastal Concrete Site, Savannah, Chatham County, Georgia**  
**Exhibit A**  
**Legal Description of Property**

ALL that certain lot, tract or parcel of land, lying and being in Chatham County, Georgia, known as Lot 2, consisting of 4.923 acres, on a Survey entitled "A Revision to a Minor Recombination of Parcels 2B-2 & 2B-3 and 2A-1, 2B-1, and 2B-2, Meddin Tract, 8<sup>th</sup> G.M. District, City of Savannah, Chatham County, Georgia," prepared by Savannah Concrete, by Terry Mack Coleman, G.R.L.S. No. 2486, dated February 18, 2006, and recorded at Plat Book 32-P, Page 98, Chatham County, Georgia records.

Said property having a street address of 2337 Louisville Road, Savannah, Georgia 31401, and a PIN # of 20599 01010.

Uniform Environmental Covenant  
Coastal Concrete Site, Savannah, Chatham County, Georgia  
Exhibit B  
Map of Property



Uniform Environmental Covenant  
Coastal Concrete Site, Savannah, Chatham County, Georgia  
Exhibit C  
Annual Uniform Environmental Covenant Certification Form

UECs are one form of corrective action that may be used to address contamination on a property. Owners are legally required to ensure that the conditions of the UEC are maintained, to report changes in property ownership to the Georgia Environmental Protection Division (EPD) within 30 days, and to complete this annual certification. If the UEC conditions are not maintained, additional investigation and/or corrective action may be required. Each UEC has unique conditions and reporting requirements; you may find a copy of the conditions that apply to your property at: <https://epd.georgia.gov/properties-subject-uniform-environmental-covenants>. If you have additional questions, you may contact EPD's Land Protection Branch at 404-657-8600.

**I certify that I have reviewed the specific conditions of the UEC for the property located at:**  
**2337 Louisville Road, Savannah, Chatham County, Georgia**

**Assigned Site Environmental Name or Number (if known):**  
**HSI #10867**

**What is your property's current use?**

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**Please indicate UEC Status (select all that apply):**

- My property has a restriction on groundwater usage. Groundwater on the property is not being used except as permitted in the UEC.
- My property has a restriction prohibiting residential use. The property is only being used for non-residential use **as defined in HSRA Rule 391-3-19.02(2)** "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, for example, day care facilities, playgrounds, schools, etc. at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group...".
- My property has a restriction associated with the potential for vapor intrusion. Those conditions are being met in that no new enclosed structures have been constructed and, if applicable, any existing passive vapor intrusion mitigation system remains in place and functional. If your property has an active vapor intrusion mitigation system or you have engaged in any new construction on the property, check the following box and submit the Annual Property Evaluation Form.
- My property or covenant has additional restrictions or requirements. The Annual Property Evaluation Form and supporting documentation required by the EPD-approved Monitoring and Maintenance Plan are attached.
- At least one condition described in the Uniform Environmental Covenant has changed. This may include, without limitation, changes to groundwater usage, ownership, fencing, vapor

intrusion systems, asphalt, or concrete maintenance, etc. If ownership of part or all of the property has changed, please provide contact information for the new owner(s) below.

If this is the case, please describe:

I, \_\_\_\_\_ (Name of individual signing the Certification), the \_\_\_\_\_ (Title), am the Responsible Official for \_\_\_\_\_ (Name of the Owner), which is a \_\_\_\_\_ (Legal form of the Entity), and am duly authorized to represent \_\_\_\_\_ (Name of the Owner) in connection with compliance with the UEC and to execute this Certification.

**Certification:**

Following reasonable inquiry, I certify that this document, all attachments, and the information submitted are, to the best of my knowledge and belief, true, accurate and complete.

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE