

eFiled & eRecorded  
DATE: 4/21/2023  
TIME: 12:23 PM  
DEED BOOK: 01025  
PAGE: 00109 - 00118  
RECORDING FEES: \$25.00  
PARTICIPANT ID: 2442845834  
CLERK: Kyemeshia T. Gibson  
Meriwether County, Georgia

After Recording Return to:  
W. Scott Laseter

Kazmarek Mowrey Cloud Laseter  
1230 Peachtree Street, N.E., Suite 900  
Atlanta, Georgia 30309

CROSS-REFERENCE:  
County: Meriwether  
Deed Book: 957  
Page(s): 630

### 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 Oxford Industries, Inc., as set forth herein.

**Fee Simple Owner/Grantor:**

Mr. Brandon E. Croft  
7 Cureton Lane  
Moreland, Georgia 30259

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

Oxford Industries, Inc.  
999 Peachtree Street, N.E.  
Atlanta, Georgia 30309

**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

### Subject Property

The property subject to this Environmental Covenant is a tract of approximately 10.746 acres of real property located in Greenville, Meriwether County, Georgia, which is a portion of the property further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed on February 4, 2021, to Brandon E. Croft; such conveyance is recorded in Deed Book 957, Page 630, of the Meriwether County deed records. The Property is located in Land Lot 168 of the 8th District of Meriwether County, Georgia.

The tax parcel identification number for the Property is 102 031, Meriwether County, Georgia.

A legal description of the Property is attached as Exhibit A and a plat 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 Brandon E. Croft 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 former Lanier Clothes facility. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Branch, Voluntary Remediation Program  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

**Activity and Use Limitations.** The Property is subject to the following activity and/or use limitations:

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.

**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.
- 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 and Enforcement**

Authorized representatives of EPD and Oxford Industries, 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, Oxford Industries, 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, Oxford Industries, 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, Oxford Industries, 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).** Brandon E. Croft represents and warrants that all of the following are true and correct:

- A. Brandon E. Croft holds fee simple title to the Property.
- B. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Brandon E. Croft is a party or by which he may be bound.
- C. There are no persons with existing interests other than fee simple in the Property.
- D. 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.
- E. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, Oxford Industries, 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 a copy to:

Oxford Industries, Inc.  
999 Peachtree Street, N.E.  
Atlanta, Georgia 30309

#### **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**

**Brandon E. Croft**

*BE Croft*  
(Signature)

Signed in the presence of:

*Shanna Croft*  
Unofficial Witness (signature)

Shanna Croft  
Unofficial Witness (print name)

State of Georgia  
County of Coweta

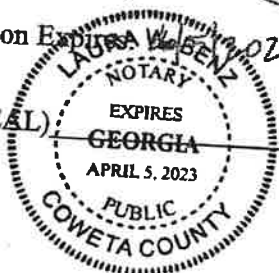
This instrument was signed or attested before  
me this 30 day of August, 2022 by  
Brandon E. Croft.

☒ Personally Known  
☐ Produced Identification

*Laura W. B...*  
Notary Public (Signature)

My Commission Expires April 5, 2023

(NOTARY SEAL)



**Grantee**

**Oxford Industries, Inc.**

[Signature]

(Signature)

Mary Margaret Heaton

Assistant General Counsel and  
Assistant Secretary

Signed in the presence of:

[Signature]

Unofficial Witness (signature)

Jenna Drury

Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 2<sup>nd</sup> day of Sept., 2023, by

Mary Margaret Heaton

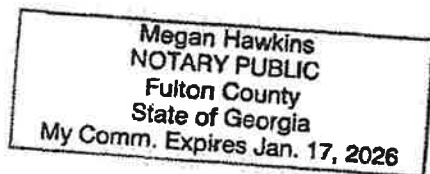
☒ Personally Known  
☐ Produced Identification

[Signature]

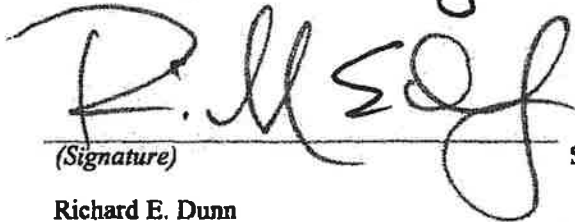
Notary Public (Signature)

My Commission Expires: Jan. 17, 2026

(NOTARY SEAL)

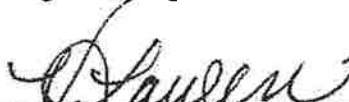


For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 20<sup>th</sup> day of January, 2023.

  
(Signature)  
Richard E. Dunn

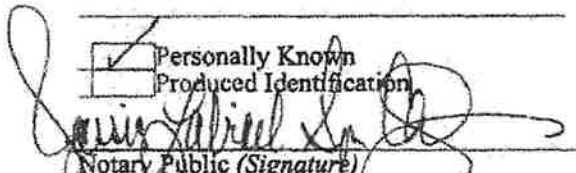
Director, Environmental Protection Division

Signed in the presence of:

  
Unofficial Witness (signature)  
VASHA LAWSON  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 20<sup>th</sup> day of January, 2023 by

  
☒ Personally Known  
☐ Produced Identification  
Notary Public (Signature)  
My Commission Expires: 6/1/2026

(NOTARY SEAL)



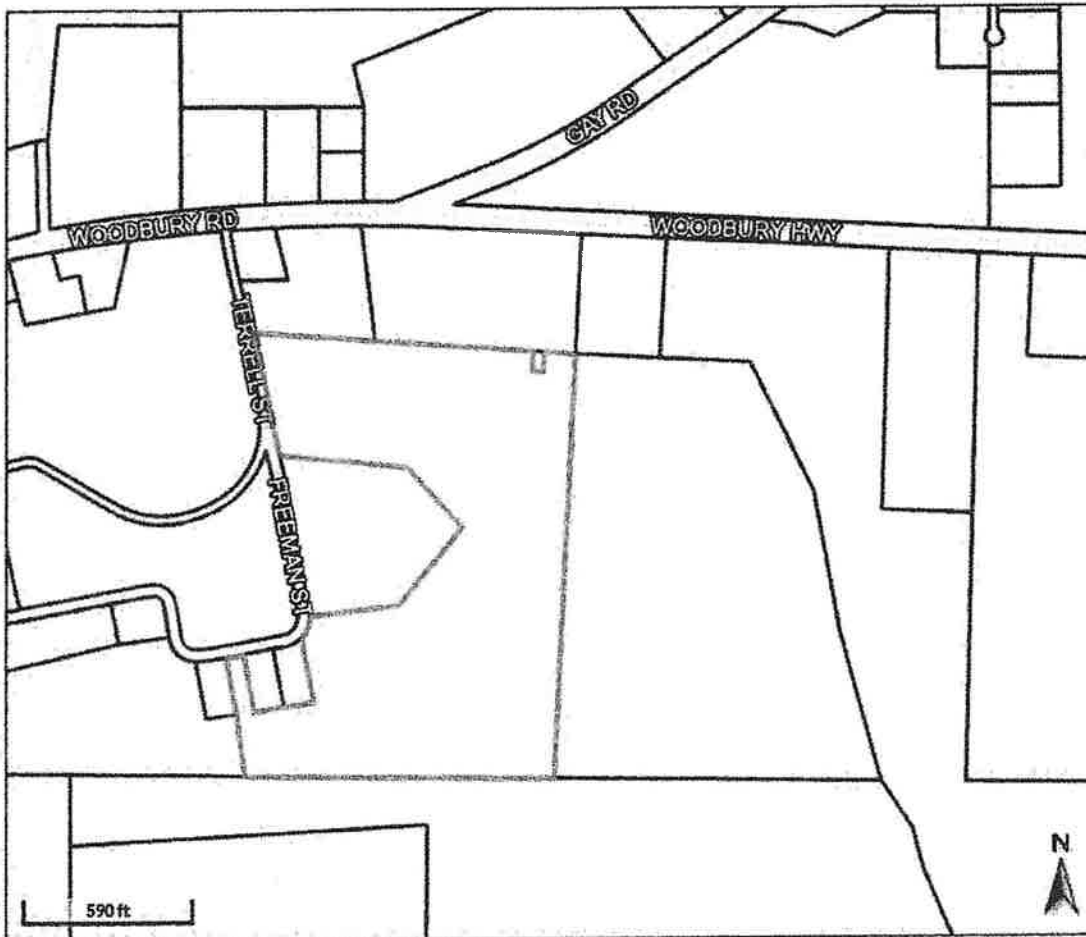
**Exhibit A**  
**Legal Description of Property**

All that lot, tract or parcel of land situate, lying and being in Land Lot 168 of the 8th Land District of Meriwether County, Georgia and being more particularly shown and designated as PARCEL 1 - 10.746 ACRES on that certain plat of survey entitled, "DIVISION SURVEY FOR BRANDON EDWARD CROFT" prepared by Matthew S. Johnson, Georgia Registered Land Surveyor No. 2868, dated March 14, 2022, a copy of which said plat is recorded in Plat Book 25, Page 42, in the Office of the Clerk of Superior Court, Talbot County, Georgia, and which said plat, together with the metes, bounds, courses and distances as shown thereon with respect to the said real estate, is by this reference incorporated herein in aid of this description as fully as if copied at length herein.

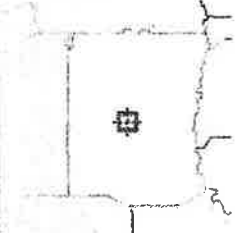


**Exhibit B**

**qPublic.net**™ Meriwether County, GA



**Overview**



**Legend**

- ☐ Parcels
- ☐ Roads

<b>Parcel ID</b>	102 031	<b>Owner</b>	CROFT BRANDON EDWARD	<b>Last 2 Sales</b>			
<b>Class Code</b>	n/a		7 CURETON LANE	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	GREENVILLE		MORELAND, GA 30259	5/26/2022	0	FP	U
<b>Acres</b>	25.35	<b>Physical Address</b>	FREEMAN ST	2/4/2021	\$600000	MP	U
		<b>Assessed Value</b>	Value \$64400				

(Note: Not to be used on legal documents)

Date created: 6/20/2022  
 Last Data Uploaded: 6/20/2022 6:56:59 AM

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