

Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
Recorded: 10/13/2023 12:29:00 PM
Fee Amt: \$25.00 Page 1 of 9
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 0062812015

BK 3217 PG 559 - 567

After Recording Return to:
Hitch Law, LLC
325 Watercress Dr.
Roswell, GA 30076

CROSS-REFERENCE:
County: Chatham
Deed Book: 2653
Page(s): 66-69

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 1713 Old Dean Forest, LLC, as set forth herein.

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

1713 Old Dean Forest, LLC,
a Georgia limited liability company
528 E. 45th Street
Savannah, GA 31405

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

1713 Old Dean Forest, LLC,
a Georgia limited liability company
528 E. 45th Street
Savannah, GA 31405

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

State of Georgia
Department of Natural Resources
Environmental Protection Division ("EPD")
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 7.067 total acres of real property located at 1713 Old Dean Forest Road, Pooler, Chatham County, Georgia, which is further identified by the tax parcel ID numbers below (hereinafter "Property"). The Property was conveyed on December 20, 2021 to 1713 Old Dean Forest, LLC, a Georgia limited liability company; such conveyance is recorded in Deed Book 2653, Page 66, of the Chatham County deed records. The Property is located in the 8th G.M District, City of Pooler, Chatham County, Georgia.

The tax parcel ID numbers of the Property are 50988-04008 and 50988-04026 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 1713 Old Dean Forest, LLC, a Georgia limited liability company, 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 at the property. The administrative records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch, Brownfield Program
2 Martin Luther King Jr. Drive SE
Suite 1456 East Tower
Atlanta, GA 30334
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:

1. Real Property – The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(r).
 - a. The Property shall be maintained such that the ground surface remains capped or covered (the engineered control) to prevent exposure to contaminated subsurface soil, in accordance with the approved Monitoring and Maintenance Plan.
 - b. The Property shall be maintained such that the ground surface cover remains permeable to prevent offsite migration of subsurface methane and vapors, in accordance with the approved Monitoring and Maintenance Plan.
 - c. Measures shall be taken to ensure methane and vapor are mitigated to safe levels inside any enclosed slab or floor on-grade structures on the Property, in accordance with the approved Monitoring and Maintenance Plan.
2. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited unless conducted under a plan approved in writing by EPD.
3. Interference with Remedy. Any activity within the Property that would expose contaminated soil beneath any engineered cover, or any activity that might render the engineered cover impermeable is prohibited unless conducted in accordance with the approved Monitoring and Maintenance Plan. These prohibited activities, include but are not limited to the following: adding surface paving (concrete, asphalt, or similar), digging, drilling, excavating, grading, demolition, bulldozing, earthmoving, or use of any equipment, to the extent any such activity brings contaminated soil to the surface

or alters the grade of the Property in such a way that would cause exposure to contaminated subsurface soil.

4. The Monitoring and Maintenance Plan (as may be amended from time to time with EPD's written approval) referenced and incorporated into the final approved Compliance Status Report and Limitation of Liability issued by EPD shall be implemented to ensure that annual inspections are performed on the Property to verify the integrity of the engineered control, document its condition, and ensure that it is fully restored following any utility work or other activities which breach such engineered control. The official records for this Property, including the current version of the approved Monitoring and Maintenance Plan, are maintained at the EPD office listed above.

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 1713 Old Dean Forest, LLC. 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 1713 Old Dean Forest, LLC 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, 1713 Old Dean Forest, LLC 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, 1713 Old Dean Forest, LLC 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, 1713 Old Dean Forest, LLC 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). 1713 Old Dean Forest, LLC, a Georgia limited liability company, represents and warrants that all of the following are true and correct:

- A. 1713 Old Dean Forest, LLC, a Georgia limited liability company, holds fee simple title to the Property.
- B. 1713 Old Dean Forest, LLC, a Georgia limited liability company, has the authority to enter 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 1713 Old Dean Forest, LLC, a Georgia limited liability company, 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 or operating agreement of 1713 Old Dean Forest, LLC, a Georgia limited liability company, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which 1713 Old Dean Forest, LLC, a Georgia limited liability company, is a party or by which 1713 Old Dean Forest, LLC, a Georgia limited liability company, 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, 1713 Old Dean Forest, LLC 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: Mr. Zachary Riddle
1713 Old Dean Forest, LLC
528 E. 45th Street
Savannah, GA 31405

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).

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission
Expires: _____

(NOTARY SEAL)

GRANTOR/GRANTEE/HOLDER:

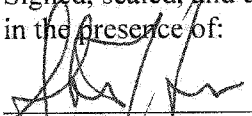
1713 Old Dean Forest, LLC,
a Georgia limited liability company

By: Riddle Developments, LLC,
a Georgia limited liability company
Its: Manager

By: _____
Zachary Riddle, Manager

Signatures on next page following.

Signed, sealed, and delivered
in the presence of:



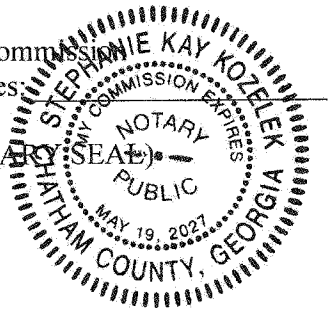
Unofficial Witness



Notary Public

My Commission Expires:


(NOTARY SEAL)



GRANTOR/GRANTEE/HOLDER:

1713 Old Dean Forest, LLC,
a Georgia limited liability company

By: Riddle Developments, LLC,
a Georgia limited liability company
Its: Manager

By: 

Zachary Riddle, Manager

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 11th day of October, 2023:

Jeffrey W. Cown

(Signature)

Jeffrey W. Cown,
Director, Environmental Protection Division
State of Georgia
County of Fulton

Signed in the presence of:

Amy Mussler
Unofficial Witness (signature)

This instrument was signed or attested before
me this 11 day of October, 2023

Amy Mussler
Unofficial Witness (print name)

Personally Known
 Produced Identification

[Signature]
Notary Public (Signature)

My Commission Expires: July 9, 2027

(NOTARY SEAL) _____

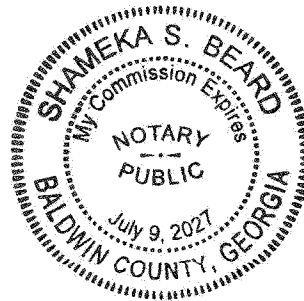


Exhibit A Legal Description of Property

ALL THOSE CERTAIN LOTS, TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN CHATHAM COUNTY, GEORGIA, BEING PORTIONS OF THE LOVELL TRACT, 8TH GMD, CITY OF POOLER, GEORGIA, KNOWN AS LOTS 1 AND 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1

COMMENCING AT AN IRON PIPE ON THE WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD, SAID IRON PIPE HAVING A COORDINATE IN THE NAD83(2012) GEORGIA STATE PLANE COORDINATE SYSTEM OF NORTH: 760,756.17' AND EAST: 955,954.35', SAID IRON PIPE ALSO BEING THE POINT OF BEGINNING; THENCE LEAVE SAID WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD AND PROCEED THE FOLLOWING COURSES AND DISTANCES:

THENCE S 63°56'42" W, A DISTANCE OF 401.38' TO AN IRON ROD;

THENCE S 19°53'08" W, A DISTANCE OF 318.54' TO AN IRON ROD;

THENCE S 69°06'39" W, A DISTANCE OF 264.84' TO A CONCRETE MONUMENT;

THENCE N 19°57'18" E, A DISTANCE OF 572.06' TO A CONCRETE MONUMENT;

THENCE N 64°00'28" E, A DISTANCE OF 499.71' TO A CONCRETE MONUMENT ON SAID WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD; THENCE PROCEED ALONG SAID WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD

S 21°06'36" E, A DISTANCE OF 199.84' TO THE POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF 4.108 ACRES, MORE OR LESS.

LOT 2

COMMENCING AT AN IRON PIPE ON THE WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD, SAID IRON PIPE HAVING A COORDINATE IN THE NAD83(2012) GEORGIA STATE PLANE COORDINATE SYSTEM OF NORTH: 760,756.17' AND EAST: 955,954.35', SAID IRON PIPE ALSO BEING THE POINT OF BEGINNING; THENCE PROCEED ALONG SAID WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD S 21°06'36" E, A DISTANCE OF 277.37' TO A CONCRETE MONUMENT; THENCE LEAVE SAID WESTERN RIGHT-OF-WAY LINE OF OLD DEAN FOREST ROAD AND PROCEED THE FOLLOWING COURSES AND DISTANCES:

THENCE S 69°06'39" W, A DISTANCE OF 608.86' TO AN IRON ROD;

THENCE N 19°53'08" E, A DISTANCE OF 318.54' TO AN IRON ROD;

THENCE N 63°56'42" E, A DISTANCE OF 401.38' TO THE POINT OF BEGINNING, SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF 2.959 ACRES, MORE OR LESS.

Exhibit B Map of Property

