

Type: COVE  
Kind: DECLARATION OF RESTRICTIVE COV  
Recorded: 9/11/2023 1:18:00 PM  
Fee Amt: \$25.00 Page 1 of 10  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID(s): 4878462932,  
7067927936

**BK 3190 PG 603 - 612**

After Recording Return to:  
Bouhan Falligant LLP  
Attn: Harris G. Martin  
One West Park Avenue  
Savannah, Georgia 31401

CROSS-REFERENCE:  
County: Chatham  
Deed Book: 2620  
Page(s): 179

### **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 BJH Rentals, LLC as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** Grange Boardwalk, LLC  
528 E. 45<sup>th</sup> Street  
Savannah, Georgia 31405  
Attn: Zachary Riddle  
[grangeboardwalk@riddledevelopments.com](mailto:grangeboardwalk@riddledevelopments.com)

**Grantee/Holder with the power to enforce:** BJH Rentals, LLC  
7 Wymberly Point Rd.  
Savannah, GA 31406  
Attn: Bert Herrin  
[bertherrin@gmail.com](mailto:bertherrin@gmail.com)

**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

**Persons with Interests other than Fee Simple:** Port City Logistics, Inc.  
246 Jimmy DeLoach Parkway  
Savannah, GA 31407  
Attention: Tony Wiggins

SouthState Bank, NA  
Kelly B. York  
25 Bull Street  
Savannah, GA 31401  
[Kelly.York@SouthStateBank.com](mailto:Kelly.York@SouthStateBank.com)

## **Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 6.177 acres of real property located at 430 Grange Road, Port Wentworth, Chatham County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on November 22, 2021 to Grange Boardwalk, LLC; such conveyance is recorded in Deed Book 2620, Page 179, of the Chatham County deed records. The Property is located in the 8th G.M. District of Chatham County, Georgia, and within the corporate limits of Port Wentworth, Georgia, being the northern portions of Lots Numbers 31 and 33 of the Grange Land Company's Subdivision of the Potter land as shown upon that certain map or plan recorded in Plat Book 8-P, page 26, in the Office of the Clerk of Superior Court of Chatham County, Georgia.

The tax parcel(s) of the Property is 70018 03009A 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 Grange Boardwalk, LLC, BJH Rentals, LLC, 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 430 Grange Road facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program  
2 Martin Luther King Jr. Drive SE  
Suite 1054 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:

- A. Groundwater. 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 beneath the Property for any other purposes 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 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. 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 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, BJH Rentals, 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, BJH Rentals, 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, BJH Rentals, 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).** Grange Boardwalk, LLC or BJH Rentals, LLC (as applicable) represents and warrants that all of the following are true and correct:

- A. Grange Boardwalk, LLC holds fee simple title to the Property.
- B. Grange Boardwalk, LLC 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 Grange Boardwalk, LLC 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 Grange Boardwalk, LLC, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Grange Boardwalk, LLC is a party or by which Grange Boardwalk, LLC may be bound.
- D. Grange Boardwalk, LLC 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, BJH Rentals, 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:

BJH Rentals, LLC  
7 Wymberly Point Rd.  
Savannah, GA 31406  
Attn: Bert Herrin  
bertherrin@gmail.com

### **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

**Grange Boardwalk, LLC**, a Georgia limited liability company, by **Riddle Developments, LLC**, a Georgia limited liability company, its Manager

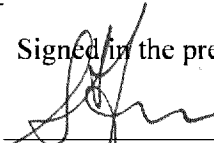
  
\_\_\_\_\_

(Signature)

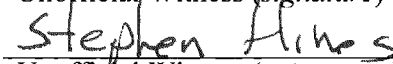
Name: Zachary Riddle

Title: Manager

Signed in the presence of:

  
\_\_\_\_\_

Unofficial Witness (signature)

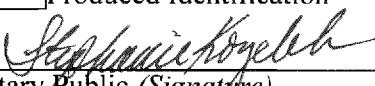
  
\_\_\_\_\_

Unofficial Witness (print name)

State of Georgia  
County of Chatham

This instrument was signed or attested before me this 18 day of July, 2023, by Zachary Riddle.

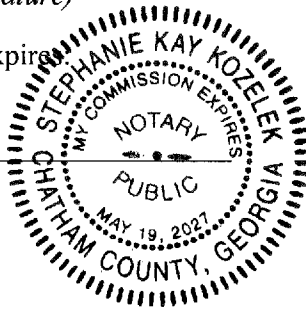
Personally Known  
 Produced Identification

  
\_\_\_\_\_

Notary Public (Signature)

My Commission Expires

(NOTARY SEAL)



Grantee

**BJH Rentals, LLC**, a Georgia limited liability company, as successor by conversion of **BJH Rentals, L.P.**, a Georgia limited partnership

*[Handwritten Signature]*

(Signature)

Name: Bertram J. Herrin, Jr.

Title: Member and Manager

Signed in the presence of:

*[Handwritten Signature]*

Unofficial Witness (signature)

*Shaunte Tyler*

Unofficial Witness (print name)

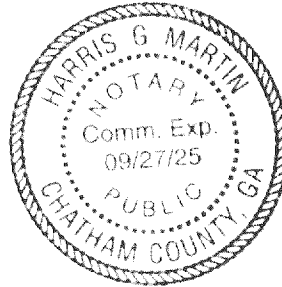
State of Georgia  
County of Chatham

This instrument was signed or attested before me this 20th day of July, 2023, by Bertram J. Herrin, Jr.

Personally Known  
 Produced Identification

*[Handwritten Signature]*

Notary Public (Signature)



My Commission Expires:

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

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 6th day of September, 2023 :

Jeffrey W. Cown  
(Signature)

Jeffrey W. Cown  
Director, Environmental Protection  
Division

Signed in the presence of:

Amy Musler  
Unofficial Witness (signature)

Amy Musler  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 6th day of September, 2023, by  
Jeffrey W. Cown.

Personally Known  
 Produced Identification

Jessica L. Trail  
Notary Public (Signature)

My Commission Expires: 6/1/2026

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

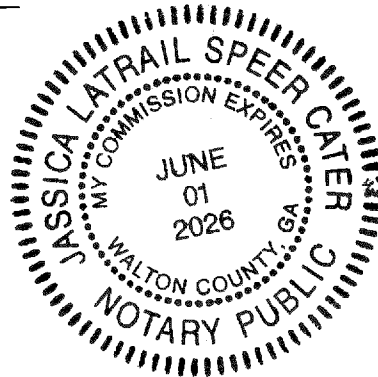




Exhibit A  
Legal Description of Property

ALL those certain portions of two (2) lots, tracts or parcels of land situate, lying and being in the 8th G.M. District of Chatham County, Georgia, and within the corporate limits of Port Wentworth, Georgia, being the northern portions of Lots Numbers 31 and 33 of the Grange Land Company's Subdivision of the Potter land as shown upon that certain map or plan recorded in Historical Map Book 3, page 52, in the Office of the Clerk of Superior Court of Chatham County, Georgia, which tracts or parcels of land are more particularly described as follows:

Beginning at a concrete monument which marks the intersection of the eastern right of way line of Myrtle Drive, the southern boundary line of property now or formerly owned by Port Wentworth Corporation and the northern boundary of the hereinafter described parcel; proceeding thence North 79 degrees 00 minutes East a distance of 256.08 feet to a point marked by a concrete monument being a common corner between Lots 33 and 35 of the aforementioned Grange Land Company's Subdivision; thence South 11 degrees 00 minutes East a distance of 739 feet to a point marked by a concrete monument; thence North 66 degrees 43 minutes West a distance of 120.75 feet to a point marked by a concrete monument; thence South 79 degrees 00 minutes West a distance of 313.35 feet to a point marked by a concrete monument; thence North 11 degrees 00 minutes West along the dividing line between Lot 29 and Lot 31 of the aforementioned subdivision a distance of 506.04 feet to a concrete monument located on the southeast right-of-way line of Myrtle Drive; proceeding thence along said southeast right of way line North 32 degrees 38 minutes East a distance of 227.85 feet to the Point of Beginning. Said parcels being bounded on the North by lands now or formerly of Port Wentworth Corporation; on the East by Lot 35 of the aforementioned Grange Land Company's Subdivision; on the South by the remaining portions of Lots 31 and 33 of said Subdivision which were conveyed by Spector Industries, Inc. to Transport Leasing and Sales Company by that certain indenture dated August 10, 1977, and recorded in Record Bok 109D, folio 877, in the Office of the Clerk of Superior Court of Chatham County, Georgia; on the West by Lot 29 of said Subdivision; and on the Northwest by the right-of-way line of Myrtle Drive.

For a more complete description of said property, specific reference is made to a plat dated April 10, 1986 prepared by Barrett Land Surveying, Inc., recorded in the aforesaid Clerk's office in Plat Record Book 8P, folio 26.

Exhibit B  
Map of Property

