

After Recording Return to:  
City of Brunswick  
Garrow Alberson  
525 Lakewood Ave.  
Brunswick, GA 31520

~~CROSS-REFERENCE:  
County: \_\_\_\_\_  
Deed Book: \_\_\_\_\_  
Page(s): \_\_\_\_\_~~

## 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 the City of Brunswick as set forth herein.

**Fee Simple Owner(s)/Grantor(s):** City of Brunswick  
601 Gloucester Street  
Brunswick, GA 31520

**Grantee/Holder with the power to enforce:** City of Brunswick  
601 Gloucester Street  
Brunswick, GA 31520

**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 portion of Tax Parcel 01-10980, a portion of Tax Parcel 01-01461, and a portion of City of Brunswick public Right-of-Way. The tax parcels and the public right-of-way are all property of the City of Brunswick and combine to form the driveway and parking area commonly used to access the city-owned Howard Coffin Park.

The Restricted Use Zone ("RUZ") that will be subject to the activity and use limitations described herein is an approximately 0.26 acres lying within Howard Coffin Park.

A survey performed by a licensed land surveyor showing the legal description and boundary of the RUZ is attached as Exhibit A.

D: DEED B: 4522 P: 343  
08/17/2021 10:40:36 AM Total Pages: 8  
Recording Fee: \$ 25.00

AGMTDE

Ronald M. Adams, Clerk of Court, Glynn County

## **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 the City of Brunswick 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 Howard Coffin Park facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
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 RUZ is subject to the following activity and/or use limitations:

- A. **Monitoring and Maintenance.** The Engineered Control is an asphalt cap overlying soil with lead presumed to be above risk reduction standards. The RUZ is subject to the monitoring and maintenance requirements set forth in the Compliance Status Report for the Property, dated March 2, 2019, or as amended.
- B. **Interference with Remedy.** Any work within the RUZ where subsurface soils are to be disturbed, including excavation, construction, utility installation, or maintenance, shall be performed by informed and properly trained personnel using appropriate personal protection equipment in accordance with rules established by the federal Occupational Safety and Health Administration, particularly related to any potential exposure to lead.

**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 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, the City of Brunswick 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, the City of Brunswick 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).** The City of Brunswick represents and warrants that all of the following are true and correct:

- A. The City of Brunswick holds fee simple title to the Property.
- B. The City of Brunswick 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 the City of Brunswick 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 the City of Brunswick nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which the City of Brunswick is a party or by which the City of Brunswick 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, the City of Brunswick 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

City of Brunswick  
City Engineer / Public Works Director  
525 Lakewood Ave.  
Brunswick, GA 31520

### **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/Grantee/Holder

City of Brunswick

Cornell L. Harvey  
(Signature)

Cornell L. Harvey

Mayor

Signed in the presence of:

Devone Williams  
Unofficial Witness (signature)

Devone Williams  
Unofficial Witness (print name)

State of Georgia  
County of Glynn

This instrument was acknowledged before  
me this 4<sup>th</sup> day of April, 2021, by

Personally Known  
 Produced Identification

Naomi D. Atkinson  
Notary Public (Signature)

My Commission Expires: 11/13/2023

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



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 22 day of June, 2021 :

Richard E. Dunn  
(Signature)

Richard E. Dunn  
Director, Environmental Protection Division

Signed in the presence of:

Laura Fellet  
Unofficial Witness (signature)

Laura Fellet  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was acknowledged before  
me this 22 day of June, 2021, by  
Richard E. Dunn.

Personally Known  
 Produced Identification

Tamara C. Fischer  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

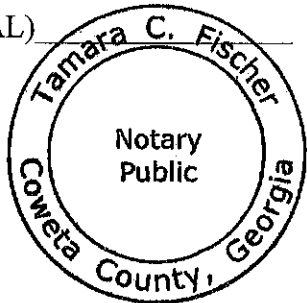


Exhibit A  
Legal Description and Map of Property



