

troutman.com

---

**Chris E. Bergin**  
Chris.bergin@troutman.com

August 11, 2023

**VIA FEDERAL EXPRESS**

Kevin Collins and Henry Candela  
Georgia Environmental Protection Division  
Response & Remediation Program  
2 Martin Luther King, Jr. Drive  
Suite 1054, East Tower  
Atlanta, Georgia 30334

**Re: Recorded Environmental Covenant  
420 Grange Road Property, Port Wentworth, Georgia**

Dear Kevin and Henry:

In follow-up to our June 23, 2023 correspondence, and in accordance with the Uniform Environmental Covenants Act, enclosed is a file-stamped copy of the Environmental Covenant for the above-referenced property that has been filed with the clerk of the Superior Court of Chatham County and recorded in the clerk's deed records pursuant to O.C.G.A. § 44-16-8.

As noted in our June 23, 2023 correspondence, copies of the draft Environmental Covenant were sent to each of the parties identified in accordance with O.C.G.A. § 44-16-7. The following verbiage was included in cover letters that were provided to these parties:

*Once the covenant is executed and filed, a final copy will be posted on the GA EPD website <http://epd.georgia.gov/uniform-environmental-covenants>, can be made available to you upon request from the undersigned.*

Please let me know if you have any questions or need any additional information.

Sincerely,

  
Chris Bergin

Enclosure

cc: Len Diprima, United Consulting

After Recording Return to:  
APG Industrial Savannah, LLC  
Jeff Pustizzi  
414 S. 16<sup>th</sup> Street, Suite 100  
Philadelphia, PA 19146

CROSS-REFERENCE:  
County: Chatham  
Deed Book: 1533, pages 516-520 and  
~~Page(s)~~ Deed Book 1533, pages 521-524

### 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 as part of an environmental response project to address regulated substances released into the environment that have migrated in groundwater to the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

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

APG Industrial Savannah, LLC  
414 S. 16<sup>th</sup> Street, Suite 100  
Philadelphia, PA 19146

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

APG Industrial Savannah, LLC  
414 S. 16<sup>th</sup> Street, Suite 100  
Philadelphia, PA 19146

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

State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
Director's Office  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, GA 30334

**Persons with Interests other than Fee Simple:**

Truist Bank  
303 Peachtree Street, N.E. Suite 2200  
Atlanta, Georgia 30308

**Property Information:**

The property subject to this Environmental Covenant is a tract of approximately 8.34-acres of real property located at 420 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 28, 2018 to APG Industrial Savannah, LLC; such conveyance is recorded in Deed Book 1533, Pages 516-520 and 521-524, of the Chatham County deed records. The Property is located in Land Lots 1 and 2, Anthony Subdivision of Chatham County, Georgia.

**BK 3166 PG 592 - 602**

Type: COVE  
Kind: DECLARATION OF RESTRICTIVE COV  
Recorded: 8/11/2023 12:31:00 PM  
Fee Amt: \$25.00 Page 1 of 11  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court  
Participant ID: 4591293252

The tax parcel(s) of the Property are 7-0018-03-009 and 7-0018-03-009D 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 APG Savannah, 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 an environmental response performed in connection with a release notification dated August 21, 2020, and submitted by APEX on behalf of APG Industrial Savannah, LLC submitted to EPD for the Property, referenced as the Maxim Crane Works facility. Records pertaining to this site are available at the following Georgia Environmental Protection Division (hereinafter, "EPD") location:

Georgia Environmental Protection Division  
Land Protection Branch  
Response & Remediation Program  
2 Martin Luther King, Jr. Drive SE  
Suite 1052  
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. **Real Property.** The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(r). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited.
- B. **Groundwater.** The use or extraction of groundwater for any purpose other than site characterization is prohibited unless conducted under a plan approved in writing by EPD.
- C. **Vapor Intrusion Evaluation & Mitigation for New Construction.** Evaluation of the vapor intrusion pathway as of the date of this Environmental Covenant, as reviewed and approved by EPD, indicates there is no current risk of vapor intrusion from identified

groundwater impacts beneath the Property into the existing structures on the Property. Prior to the construction of any additional enclosed structures, the vapor intrusion exposure pathway shall be evaluated. If a potential vapor risk exists under EPD standards, the Owner or Owner's successor in interest shall coordinate with a qualified environmental professional to mitigate such risk.

**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. **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/Compliance**

Grantor shall provide reasonable access at reasonable times to authorized representatives of EPD to verify compliance with the terms of this Environmental Covenant.

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, APG Industrial Savannah, 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, APG Industrial Savannah, 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.**

Grantor represents and warrants that all of the following are true and correct:

- A. APG Industrial Savannah, LLC holds fee simple title to the Property.
- B. APG Industrial Savannah, LLC has authority to enter into this Environmental Covenant, has 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 APG Industrial Savannah, 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 APG Industrial Savannah, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which APG Industrial Savannah, LLC is a party or by which APG Industrial Savannah, LLC may be bound.
- D. APG Industrial Savannah, 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. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Environmental Covenant  
520 Grange Road  
Port Wentworth, GA  
Page 5

**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.

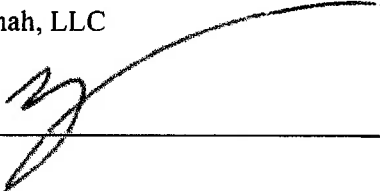
**Effective Date**

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).

Environmental Covenant  
520 Grange Road  
Port Wentworth, GA  
Page 6

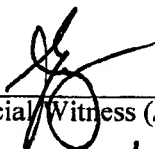
Grantor:

APG Industrial Savannah, LLC

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

Jeff Pustizzi  
Authorized Signatory

Signed in the presence of:

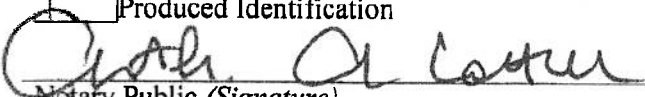
  
\_\_\_\_\_  
Unofficial Witness (signature)

Greg Hicks  
\_\_\_\_\_  
Unofficial Witness (print name)

State of Pennsylvania  
County of Philadelphia

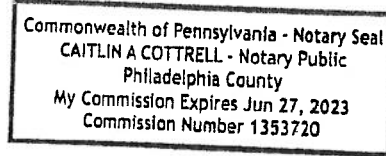
This instrument was signed or attested before me this  
20th day of June, 2023 by Jeff Pustizzi.

Personally Known  
 Produced Identification

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

My Commission Expires: June 27, 2023

(NOTARY SEAL)



Environmental Covenant  
520 Grange Road  
Port Wentworth, GA  
Page 7

Truist Bank

[Signature]  
(Signature)

Signed in the presence of:

Name of Authorized Representative: WENDEL GREYER  
Title of Authorized Representative: VICE PRESIDENT

[Signature]  
Unofficial Witness (signature)  
JASON DOWDY  
Unofficial Witness (print name)

State of GEORGIA  
County of FULTON

This instrument was signed or attested before  
me this 22<sup>nd</sup> day of JUNE, 2022, by  
MARY J SHIPE.

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

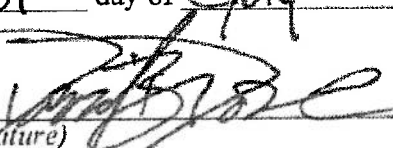
My Commission Expires: 3/18/24

(NOTARY SEAL)






For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 31 day of July, 2023 :

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

~~Richard Dunn~~ **David B. Dove**  
Director, Environmental Protection  
Division

Signed in the presence of:

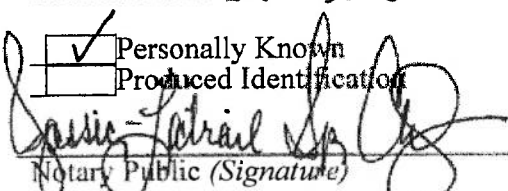
  
\_\_\_\_\_  
Unofficial Witness (signature)

Chloe Satterfield  
\_\_\_\_\_  
Unofficial Witness (print name)

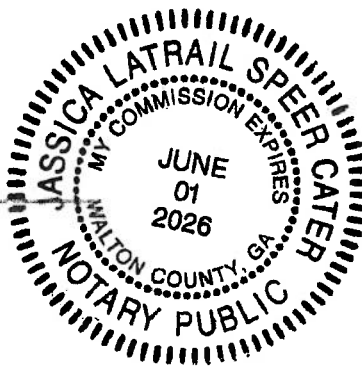
State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 31 day of July, 2023, by  
~~Richard Dunn~~ David Dove

Personally Known  
 Produced Identification

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

My Commission Expires: 6/1/2026



(NOTARY SEAL)

Exhibit A  
Legal Description of Property

**AS-SURVEYED LEGAL**

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN THE CITY OF PORT WENTWORTH, COUNTY OF CHATHAM, STATE OF GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE STATE OF GEORGIA, COUNTY OF CHATHAM, AND CITY OF PORT WENTWORTH, CONSISTING OF LOT NO. 1 AND LOT NO. 2, ANTHONY SUBDIVISION (A RECOMBINATION OF LOTS 35 AND 37, GRANGE TRACT SUBDIVISION, 8TH G.M. DISTRICT, CHATHAM COUNTY, GEORGIA);

LESS AND EXCEPT PROPERTY CONVEYED BY DECLARATION OF TAKING DEPARTMENT OF TRANSPORTATION VS. 0.551 ACRES OF LAND: CERTAIN EASEMENT RIGHTS: CERTAIN ACCESS RIGHTS: MAXIM CRANE WORKS, LP. INDIVIDUALLY, DATED SEPTEMBER 8, 2013, AND RECORDED SEPTEMBER 8, 2013 IN DEED BOOK 390V, PAGE 61, AFORESAID RECORDS.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, ANTHONY SUBDIVISION, AS PER PLAT THEREOF RECORDED IN SUBDIVISION MAP BOOK 75, PAGE 73, CHATHAM COUNTY RECORDS;

THENCE ALONG THE WEST LINE OF SAID LOT 1, N 10°59'14" W, A DISTANCE OF 54.51 FEET TO CAPPED PIN SET; SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINES OF LOTS 1 AND 2, NORTH 10°59'14" WEST, FOR 991.46 FEET TO A 2" X 2" CONCRETE MONUMENT, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE NORTH LINE OF SAID LOT 2, NORTH 79°00'39" EAST, FOR 413.16 FEET TO A 2" X 2" CONCRETE MONUMENT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2;

THENCE ALONG THE EAST LINE OF SAID LOT 2, SOUTH 10°59'08" EAST, FOR 961.10 FEET TO A CAPPED PIN SET, SAID POINT BEING ON THE EXISTING RIGHT OF WAY LINE OF GRANGE ROAD;

THENCE ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING SIX (6) CALLS:

- (1) THENCE RUN SOUTH 60°37'43" WEST, FOR 62.52 FEET TO A 2" X 2" CONCRETE MONUMENT;
- (2) THENCE RUN SOUTH 79°17'09" WEST, FOR 89.44 FEET TO A CAPPED PIN SET;
- (3) THENCE RUN SOUTH 10°58'36" EAST, FOR 15.00 FEET TO A CAPPED PIN SET;
- (4) THENCE RUN SOUTH 79°17'09" WEST, FOR 58.03 FEET TO A CAPPED PIN SET;
- (5) THENCE RUN SOUTH 79°57'34" WEST, FOR 186.52 FEET TO CAPPED PIN SET;
- (6) THENCE RUN SOUTH 60°37'55" WEST, FOR 19.84 FEET TO A POINT TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF 9.367 ACRES OR 408,043 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**ITEMS CORRESPONDING TO SCHEDULE 'B'**

- 1. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 2. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 3. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 4. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 5. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 6. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 7. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 8. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 9. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:
- 10. All projects requiring the use of Schedule 'B' shall be subject to the provisions of the following items:

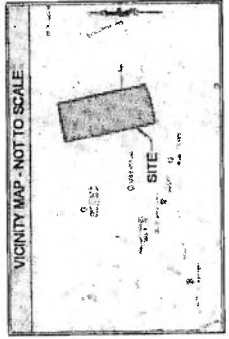
**ZONING INFORMATION**

THE ZONING DISTRICT IS ZONED "R-1", RESIDENTIAL SINGLE-FAMILY, LOT OF NOT LESS THAN 10,000 SQ. FT. AND A MINIMUM OF TWO UNITS PER LOT.

THE ZONING DISTRICT IS ZONED "R-1", RESIDENTIAL SINGLE-FAMILY, LOT OF NOT LESS THAN 10,000 SQ. FT. AND A MINIMUM OF TWO UNITS PER LOT.

THE ZONING DISTRICT IS ZONED "R-1", RESIDENTIAL SINGLE-FAMILY, LOT OF NOT LESS THAN 10,000 SQ. FT. AND A MINIMUM OF TWO UNITS PER LOT.

THE ZONING DISTRICT IS ZONED "R-1", RESIDENTIAL SINGLE-FAMILY, LOT OF NOT LESS THAN 10,000 SQ. FT. AND A MINIMUM OF TWO UNITS PER LOT.



**MISCELLANEOUS NOTES**

- 1. The project shall be subject to the provisions of the following items:
- 2. The project shall be subject to the provisions of the following items:
- 3. The project shall be subject to the provisions of the following items:
- 4. The project shall be subject to the provisions of the following items:
- 5. The project shall be subject to the provisions of the following items:
- 6. The project shall be subject to the provisions of the following items:
- 7. The project shall be subject to the provisions of the following items:
- 8. The project shall be subject to the provisions of the following items:
- 9. The project shall be subject to the provisions of the following items:
- 10. The project shall be subject to the provisions of the following items:

**AS-SURVEYED LEGAL**

THE SURVEYED LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

THE SURVEYED LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

THE SURVEYED LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

THE SURVEYED LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

**LEGAL**

THE TITLE OF THIS DOCUMENT IS AS FOLLOWS:

THE TITLE OF THIS DOCUMENT IS AS FOLLOWS:

THE TITLE OF THIS DOCUMENT IS AS FOLLOWS:

THE TITLE OF THIS DOCUMENT IS AS FOLLOWS:

**RECORD DESCRIPTION**

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

**UTILITY PROVIDER INFORMATION**

UTILITY PROVIDER	ADDRESS	PHONE	CONTACT PERSON
AT&T	1234 Main Street	555-1234	John Doe
Electric	5678 Elm Street	555-5678	Jane Smith
Gas	9010 Oak Street	555-9010	Bob Johnson
Water	1122 Maple Street	555-1122	Alice Brown

**ALTAIRSPS LAND TITLE SURVEY**

Alterra Property  
1234 Main Street  
4567 Elm Street  
8901 Oak Street  
1234 Maple Street

NATIONALLY ASSOCIATED TITLE INSURANCE COMPANY  
6801 MARKET STREET, SUITE 200, AVON, OHIO 44033  
SERVICED BY THE NATIONAL TITLE INSURANCE COMPANY, COMPANY NO. 0015128888, DATED JULY 1, 2018.

**Bock & Clark**  
National Coordinators  
1-(800)-SURVEYS (787-8397)  
3550 W. Market Street, Suite 200, Avon, Ohio 44033  
AN ANSLEY COMPANY  
SURVEY ZONING ENVIRONMENTAL ASSESSMENT

**SIGNIFICANT OBSERVATIONS**

1. The project shall be subject to the provisions of the following items:

2. The project shall be subject to the provisions of the following items:

3. The project shall be subject to the provisions of the following items:

4. The project shall be subject to the provisions of the following items:

5. The project shall be subject to the provisions of the following items:

**FLOOD NOTE**

THE PROJECT IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE FEMA FLOOD HAZARD ZONE MAP. THE PROJECT IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE FEMA FLOOD HAZARD ZONE MAP.

**PROJECT REVISION RECORD**

DATE	REVISION	BY
07/15/2018	ISSUED FOR PERMIT	J.D.
07/20/2018	REVISIONS TO PERMIT	J.D.
08/01/2018	FINAL PERMIT	J.D.

**UTILITY PROVIDER INFORMATION**

UTILITY PROVIDER	ADDRESS	PHONE	CONTACT PERSON
AT&T	1234 Main Street	555-1234	John Doe
Electric	5678 Elm Street	555-5678	Jane Smith
Gas	9010 Oak Street	555-9010	Bob Johnson
Water	1122 Maple Street	555-1122	Alice Brown

