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 Recorded: 03/01/2022 at 03:45:34 PM
 Fee Amt: \$25.00 Page 1 of 11
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court

BK **2725** PG **193-203**

After Recording Return to:
 Gerald L. Pouncey, Esq.
 Morris, Manning & Martin, LLP
 1600 Atlanta Financial Center
 3343 Peachtree Road, N.E.
 Atlanta, Georgia 30326-1044

CROSS-REFERENCES:
 County: Chatham County
 Deed Book: 1695
 Page(s): 227-230

County: Chatham County
 Deed Book: 1068
 Page(s): 353-358

County: Chatham County
 Deed Book: 2407
 Page(s): 699-704

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 Development Associates, Inc. as set forth herein.

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

Wilmington Partners, LLC
 17 Park of Commerce Boulevard, Suite 105
 Savannah, GA 31405

Grantee/Holder with the power to enforce:

Development Associates, Inc.
 17 Park of Commerce Boulevard, Suite 105
 Savannah, GA 31405

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 tract of approximately 7.46 acres of real property located at 606, 612, and 618 Wilmington Island Road, Savannah, Chatham County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property parcels were conveyed on May 3, 2017, August 5, 2019, and June 11, 2021, to Wilmington Partners, LLC; such conveyance is recorded in Deed Book 1068, Page 353, Deed Book 1695, Page 227, and Deed Book 2407, Page 699 of the Chatham County deed records. The Property is located in Land Lots 33, 34, 35, and 36 Walthour Subdivision, Wilmington Island, Chatham County, Georgia.

The tax parcel(s) of the Property are 1-0109-01-068, 1-0109-01-006, and 1-0109-01-005 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 Wilmington Partners, LLC, Development Associates, Inc., 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 Wilmington Island Road facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Response and Remediation Program
Land Protection Branch
2 Martin Luther King, Jr. Dr. SE, Suite 1054
Atlanta, Georgia 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 any other non-remedial purpose is prohibited.

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 Development Associates, Inc. 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 Development Associates, 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, Development Associates, 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, Wilmington Partners, 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, Wilmington Partners, 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). Wilmington Partners, LLC represents and warrants that all of the following are true and correct:

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

Development Associates, Inc.
17 Park of Commerce Boulevard, Suite 105
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).

Grantor


WILMINGTON PARTNERS, LLC



(Signature)

Guy Davidson
Vice President

Signed in the presence of:



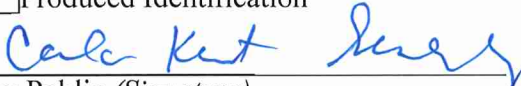
Unofficial Witness (signature)
Michael J. Kistler

Unofficial Witness (print name)

State of Georgia
County of Bryan

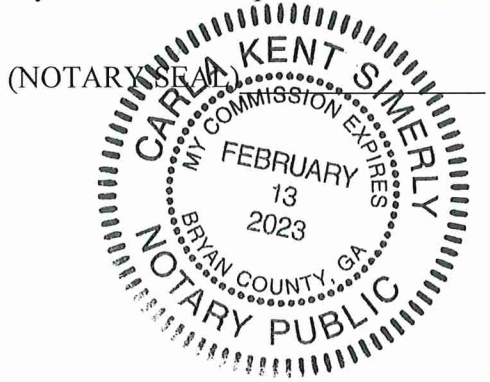
This instrument was signed or attested before
me this 5th day of October, 2021, by

Personally Known
 Produced Identification



Notary Public (Signature)

My Commission Expires: 2-13-23



Grantee

DEVELOPMENT ASSOCIATES, INC.



(Signature)

Guy Davidson
Vice President

Signed in the presence of:



Unofficial Witness (signature)


Michael J. Kistler

Unofficial Witness (print name)

State of Georgia
County of Bryan

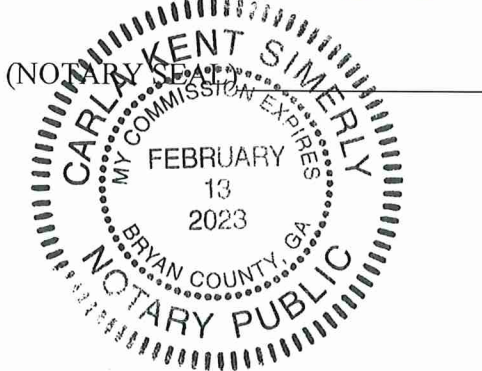
This instrument was signed or attested before
me this 5th day of October, 2021, by

Personally Known
 Produced Identification



Notary Public (Signature)

My Commission Expires: 2-13-23



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 15 day of February, 2021:

R. E. Dunn
(Signature)

Richard E. Dunn
Director, Environmental Protection
Division

Signed in the presence of:

LaDwelle Ferrell
Unofficial Witness (signature)
LAQUETTA FERRELL
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 15 day of February, 2021, by
Richard E. Dunn

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

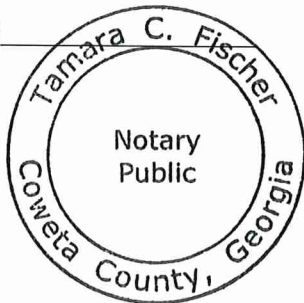


Exhibit A
Legal Description of Property

606 Wilmington Island Road (Parcel Pin 1-0109-01-068)

All that tract or parcel of land, being Lot 33, Walthour Subdivision, located in the 5th Georgia Militia District on Wilmington Island, Chatham County, Georgia, ALTA/NSPS Land Title Survey prepared by Yawn Land Surveys, LLC, Dale E. Yawn, GA RLS No. 2510, entitled "Lot 33, 34 and 35, and Lot 36, Walthour Subdivision, 5th G.M. District Located on Wilmington Island, Chatham County, Georgia" dated May 31, 2019 and being more particularly described as follows:

Commence at a concrete monument found on the northerly right of way line of Wilmington Island Road, said concrete monument located at the southwesterly corner of property identified as the Western 50 Feet Of Lot 30 and the Eastern 75 Feet Of Lot 31 as depicted on that certain plat recorded at Plat Record Book B, Page 273 in the records of the Clerk Of Superior Court of Chatham County, Georgia; thence along the northerly right of way line of Wilmington Island Road N 76°46'02" W a distance of 125.16 feet to an iron rebar, said iron rebar being the POINT OF BEGINNING; thence continue with the northerly right of way line of Wilmington Island Road N 76° 31' 35" W a distance of 99.17 feet to a concrete monument; thence leave the northerly right of way line of Wilmington Island Road and run N 13° 07' 57" E a distance of 670.60 feet to a point located at a survey tie line; thence with the said survey tie line S 47° 56' 20" E a distance of 113.91 feet to an iron rebar; thence S 13° 10' 47" W a distance of 616.09 feet to the POINT OF BEGINNING; said tract or parcel of land having an area of 1.46 acres, more or less.

612 Wilmington Island Road (Parcel Pin 1-0109-01-006)

All that certain tract, lot or parcel of land, situate, lying and being in the County and State aforesaid and on Wilmington Island in said County and being more particularly described Lot Number Thirty Four (34) of the Walthour Sub-Division of a part of the said Wilmington Island, made by Percy Sugden, C. E. on October 27, 1925 and recorded in the Office of the Clerk of the Superior Court of said County and State in Map Book Number Two (2), Folio Thirty-Nine (39), the said lot having a frontage One Hundred feet, more or less, on Turner's Creek, and frontage of One Hundred feet, more or less on the Wilmington Island Public Road, with a rectangular depth of Seven Hundred and Seventy Feet, more or less, extending from the said Wilmington Island Public Road to the low water mark in Turner's Creek, together with all riparian rights.

All of that certain tract, lot, or parcel of land, situate, lying and being in the County and State aforesaid and on Wilmington Island and being particularly described as Lot Number Thirty-Five (35) of the Walthour Subdivision of a part of the said Wilmington Island made by Percy Sugden, C. E. on October 27, 1925 and recorded in the Office of the Clerk of the Superior Court of said County and State in Map Book Number Two (2), Folio Thirty-Nine (39), the said lot having a frontage on Turner's Creek of Ninety-Nine (99') Feet, more or less and frontage on the Wilmington Island Public Road of One Hundred (100') Feet, more or less, with a rectangular depth of Seven Hundred and Seventy (770') Feet, more or less, extending from the said Wilmington Island Public Road to the low water mark in Turner's Creek, together with riparian rights.

618 Wilmington Island Road (Parcel Pin 1-0109-01-005)

ALL that certain lot, tract or parcel of land situate, lying and being on Wilmington Island, Chatham County, Georgia, known as Lot Number 36, Walthour Subdivision, located on the north side of Wilmington Island Public Road, and having those dimensions and boundaries which appear upon that certain plat prepared July 22, 1966, for Frank A. Winters, by Thomas & Hutton Engineering Company, said plat being of record in Plat Record Book V, folio 224, in the office of the Clerk of the Superior Court of Chatham County, Georgia.

Exhibit B Map of Property

