

Instrument Control Number

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BK08832PG137

31058

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS Cover Sheet Agent Online 1.1.6]

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C Date of Instrument [09/18/2012]
O Instrument Type [OTHER]
P Number of Parcels [5]
Number of Pages [7]
City County [Chesapeake]

(Box for Deed Stamp Only)

First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/> [Seagate Terminals, LLC]			

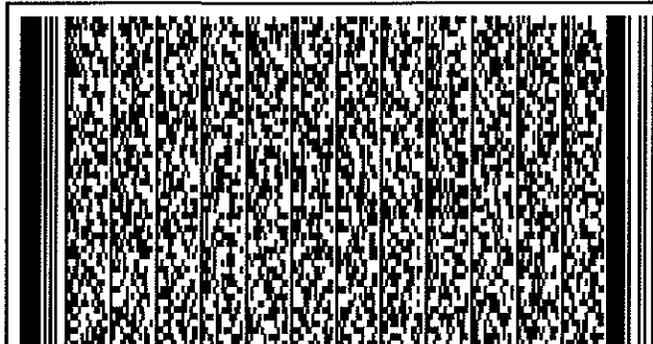
First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
<input type="checkbox"/> [Seagate Terminals, LLC]			

Grantee Address (Name) [Seagate Terminals, LLC
(Address 1) [P.O. Box 546
(Address 2)
(City, State, Zip) [Savannah] [GA] [31402
Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Chesapeake] Percent. in this Juris.(%) [100]
Book [8574] Page [220] Instr. No []
Parcel Identification No (PIN) [132000000020]
Tax Map Num. (if different than PIN)
Short Property Description [23.32 acres, Southern Branch Elizabeth River
Current Property Addr(Address 1) [120 Jefferson Street
(Address 2)
(City, State, Zip) [Chesapeake] [VA] [23324]

Instrument Prepared by [Anthony M. Thiel, Esq.
Recording Paid for by [Willcox & Savage, P.C.
Return Recording to (Name) [Willcox & Savage, P.C. (AMT)
(Address 1) [440 Monticello Avenue
(Address 2) [Suite 2200
(City, State, Zip) [Norfolk] [VA] [23510]
Customer Case ID [] [CS-612075]

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2012 SEP 27 PM 3:02



Instrument Control Number

K08832PG138

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form C

[ILS Cover Sheet Agent Online 1.1.6]

T A X E M P T	G R A N T E E	C O R P	Date of Instrument	[09/18/2012]
			Instrument Type	[OTHER]
			Number of Parcels	[5]
			Number of Pages	[7]
			City <input checked="" type="checkbox"/> County <input type="checkbox"/> [Chesapeake]	

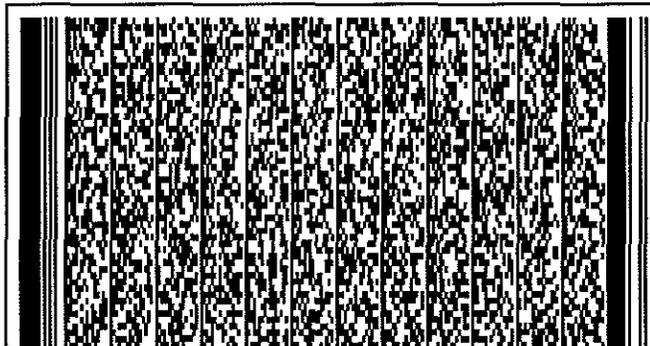
(Box for Deed Stamp Only)

Grantors/Grantees/Parcels Continuation Form C

Last Name	First Name	Middle Name	Suffix

Prior Instr. Recorded at: City County [Chesapeake] Percent. in this Juris.(%) [100]
 Book [8574] Page [220] Instr. No []
 Parcel Identification No (PIN) [1320000000070]
 Tax Map Num. (if different than PIN) []
 Short Property Description [Jefferson Street, Lots 30, 32, 34, 36, 38 & 40]
 Current Property Addr(Address 1) [120 Jefferson Street]
 (Address 2) []
 (City, State, Zip) [Chesapeake] [VA] [23324]

Prior Instr. Recorded at: City County [Chesapeake] Percent. in this Juris.(%) [100]
 Book [8574] Page [220] Instr. No []
 Parcel Identification No (PIN) [1320000000080]
 Tax Map Num. (if different than PIN) []
 Short Property Description [Jefferson Street, Lots 24, 26 & 28]
 Current Property Addr(Address 1) [120 Jefferson Street]
 (Address 2) []
 (City, State, Zip) [Chesapeake] [VA] [23324]



Tax Map or GPIN Nos.: 1320000000020, 1320000000070, 1320000000080, 1320000000090,
and 1320000000100

Prepared by: Anthony M. Thiel
Remediation Program Site ID #: VAD 000 000 125

UECA ENVIRONMENTAL COVENANT

This environmental covenant is made and entered into as of the ^{18th} day of ^{September}, 2012, by and between SEAGATE TERMINALS, LLC, a Virginia limited liability company, whose address is P.O. Box 546, Savannah, Georgia 31402 (hereinafter referred to as the "Grantor" or "Owner"), and SEAGATE TERMINALS, LLC, a Virginia limited liability company (hereinafter referred to as the "Grantee" or "Holder") whose address is P.O. Box 546, Savannah, Georgia 31402.

The United States Environmental Protection Agency, whose address is 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029 (hereinafter referred to as the "Agency"), also joins as the approving agency in this environmental covenant.

This environmental covenant is executed pursuant to the Virginia Uniform Environmental Covenants Act, § 10.1-1238 et seq. of the Code of Virginia ("UECA"). This Environmental Covenant subjects the Property identified in Paragraph 1, below, to the activities and use limitations described in this document.

1. Property Affected.

The property affected ("Property") by this Environmental Covenant is located at 120 Jefferson Street, Chesapeake, Virginia, and is further described as follows:

All that certain piece, parcel or tract of land situate in the City of Chesapeake, in the Commonwealth of Virginia, bounded and described as follows:

Beginning at a point in the northern right of way line of Park Avenue, said point being located S. 79° 21' 46" W. 30' from the northwest intersection of Prebble Street and Park Avenue, being also the northeast intersection of a branch of the Norfolk and Portsmouth Belt Line Railroad running in a north/south direction and Park Avenue, said streets being shown on the plat of Elizabeth Land and Improvement Company, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Map Book 2, at page 97; from said point beginning running S. 79° 21' 46" W. 350' to a pin, thence continuing along said line S. 79° 21' 46" W. 32' to a pin, thence continuing along said line S. 79° 21' 46" W. 570.96' to a point located in the bulkhead line of a bulkhead located on the southern branch of the Elizabeth River, thence continuing along said line S 79° 21' 46" W. 251.17 to a point in the pier head line located on the eastern side of the southern branch of the Elizabeth River; turning and running N. 5° 06' 01" W. along the said pier head line in the southern branch of the Elizabeth River 224' to a point, thence running N. 21° 06' 57" W. 321.84' along the said pier head line to a point, thence turning and running N. 62° 30' 03" E. 251.56' to a point located in the bulkhead line aforesaid, thence continuing along said line N. 62° 30' 03" E. 36.94' to a point, thence turning and running N. 27° 29' 57" W. 50' to a point

located in the southern right of way line of the Norfolk Portsmouth Belt Line Railroad as shown on a certain plat duly recorded in Map Book 1 at page 83 formerly in the Clerk's Office of the Circuit Court of the City of South Norfolk, Virginia, now the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia; thence turning and running along the said southern right of way line of the Norfolk Portsmouth Belt Line Railroad N. 55° 16' 09" E. 242.56 to a pin; thence continuing along said line N. 55° 43' 30" E. 445.40' to a pin, thence continuing along said southern line of said railroad along an arc to the right having a radius of 2,332.01' an arc distance of 127.99' to a pin; thence running along an arc curve to the right having a radius of 380.28' a distance of 234.98' to a pin located in the western right of way line of the aforesaid branch of the Norfolk Portsmouth Railroad running in a north-south direction, thence turning and running along the said western right of way of the said north-south line of the railroad S. 10° 38' 14" E. 988.37' to the point of beginning aforesaid.

And all those certain lots or portions of lots, pieces or parcels of land known, numbered and designated as lots 20, 22, 24, 26, 28 through 40, both inclusive, in the Block 14 on the plat of the Elizabeth Land and Improvement Company, as shown in Map Book 2, at page 97, in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, excepting however, those parts or portions thereof that were conveyed to the Norfolk and Portsmouth Beltline Railroad Company by: (1) Deed of the Commonwealth Realty Company dated October 9, 1911, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 368, at page 594; (2) Deed of L. Berkley and Mary E. Berkley, his wife, dated October 13, 1911, and duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 368, at page 421.

IT BEING the same property conveyed to Seagate Terminals, LLC, a Virginia limited liability company, by deed from Peter G. Zemanian, Trustee, dated December 29, 2011 and recorded on December 29, 2011 in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Deed Book 8574 at page 220.

2. Description of Contamination and Remedy.

The constituents of concern at the Facility (as used herein "Facility" means the former J.G. Wilson, Inc., property located at 120 Jefferson Street in Chesapeake, Virginia) are arsenic and lead. In 2007, Truxton Development, LLC, the successor in title to J.G. Wilson, Inc., performed the complete removal of impacted soil source areas that exceeded residential screening levels for lead and/or arsenic down to the existing seasonal low groundwater table. The result of the soil removal was that no additional soil investigations or corrective measures are required. Groundwater monitoring conducted in 2005 and 2008 detected arsenic and lead at concentrations exceeding their respective maximum contaminant levels codified at 40 C.F.R. Part 141, and promulgated pursuant to the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, ("MCLs"), with the highest concentrations detected along the boundary with the Chesapeake Products facility. A sampling event conducted in January 2012 showed a decrease in concentration for arsenic and lead, as only arsenic slightly exceeded the MCL in two out of the ten wells sampled on site. A final sampling event conducted in June 2012 showed no concentrations of lead or arsenic exceeding their respective MCLs; therefore, groundwater monitoring has been discontinued. No off-site groundwater contamination has been identified. There is no current use of on-site

groundwater as a drinking water source and institutional controls (as described in Section 3, below) will remain in place.

The Administrative Record is maintained by United States Environmental Protection Agency EPA ID: VAR000000125, U.S. Environmental Protection Agency Region III, 1650 Arch Street, Philadelphia, PA 19103-2029. A full description of the contamination at the Property and EPA's final remedy for the Property, are set forth in that record including the August 13, 2010 Final Decision and Response to Comments (Attachment 1) and the June 18, 2010 Statement of Basis (Attachment 2), located on the Agency's website.

3. Activity and Use Limitations.

The entire Property is subject to the following activity and use limitation, which shall run with the land and become binding on Grantor and any successors, assigns, tenants, agents, employees and other persons under its control, until such time as this covenant may terminate as provided by law: no groundwater from the upper aquifer shall be used for any purpose except environmental monitoring and testing. In the event that the current owner wishes to utilize groundwater as a drinking water source, then the current owner will be required to sample groundwater to confirm that the contaminants' concentrations, which include lead and arsenic, remain below their respective MCLs, and present the results to EPA for written approval to proceed.

4. Notice of Limitations in Future Conveyances.

Each instrument hereafter conveying any interest in the Property subject to this environmental covenant shall contain by reference a notice of the activity and use limitations set forth in this environmental covenant and shall provide the recorded location of this environmental covenant.

5. Compliance and Use Reporting.

a. By the one year anniversary of the execution of this environmental covenant and annually thereafter, the then current owner of the Property shall submit, to the Agency and any Holder listed in the Acknowledgments below, written documentation stating whether or not the activity and use limitations in this environmental covenant are being observed.

b. In addition, thirty (30) calendar days prior to any of the following events, the then current owner of the Property shall submit to the Agency and the Holder listed in the Acknowledgments below, written documentation describing the following: transfer of the Property, changes in use of the Property, filing of applications for building permits for the Property, and all proposals for any site work, if such building or proposed site work will potentially affect the groundwater use restriction in this environmental covenant.

6. Access by the Holder and the Agency.

In addition to any rights already possessed by the Holder and the Agency, this environmental covenant grants to the Holder and the Agency a right of reasonable access to the Property in connection with implementation, inspection or enforcement of this environmental covenant.

7. Recording and Proof and Notification.

a. Within ninety (90) days (as used herein "days" shall mean calendar days) after the date of the Agency's approval of this UECA environmental covenant, the Grantor shall record, or cause to be recorded, this environmental covenant with the Clerk of the Circuit Court for each locality wherein the Property is located. The Grantor or the then current owner of the Property shall likewise record, or cause to be recorded, any amendment, assignment, or termination of this UECA environmental covenant with the applicable Clerk(s) of the Circuit Court within ninety (90) days of execution. Any UECA environmental covenant, amendment, assignment, or termination recorded outside of these periods shall be invalid and of no force and effect.

b. The Grantor shall send a file-stamped copy of this environmental covenant, and of any amendment, assignment, or termination, to the Holder(s) and the Agency within sixty (60) days of recording. Within that time period, the Grantor also shall send a file-stamped copy to the chief administrative officer of each locality in which the Property is located, any persons who are in possession of the Property who are not the Grantor, any signatories to this covenant not previously mentioned, and any other parties to whom notice is required pursuant to UECA.

8. Termination or Amendment.

This Environmental Covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with UECA §10.1-1245 or 10.1-1246 of the Code of Virginia. The Grantor and Holder also agree to provide the Agency written notice of the pendency of any foreclosure referred to in §10.1-1245.A.4. of the Code of Virginia within seven (7) calendar days of becoming aware of such pendency.

9. Enforcement of Environmental Covenant.

This environmental covenant shall be enforced in accordance with § 10.1-1247 of the Code of Virginia.

ACKNOWLEDGMENTS:

GRANTOR & HOLDER

SEAGATE TERMINALS, LLC
a Virginia limited liability company

Date: 9/18/20

By: Seagate Handling, Inc.,
a Georgia corporation,
Managing Member

By: Kevin D. Glover
Kevin D. Glover
President

STATE OF ~~GEORGIA~~ VIRGINIA
COUNTY OF CITY OF NORFOLK

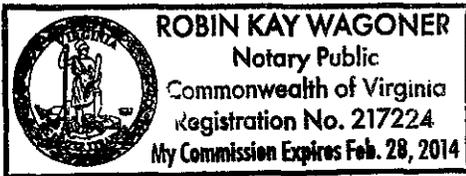
On this 18th day of September, 2012, before me, the undersigned officer, personally appeared Kevin D. Glover, President of Seagate Handling, Inc., a Georgia corporation, Managing Member of Seagate Terminals, LLC, a Virginia limited liability company who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: February 28, 2014

Registration #: 217224

[Affix Seal]



Robin Kay Wagoner
Notary Public

AGENCY

APPROVED by the United States Environmental Protection Agency as required by Virginia Code § 10.1-1238 *et seq.*

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY - REGION III

Date: 9/20/12

By (signature): Abraham Fendos
Name (printed): Abraham Fendos
Title: Dir. Land + Chemicals Div.

STATE OF Pennsylvania
COUNTY OF Philadelphia

On this 20th day of September, 2012, before me, the undersigned officer, personally appeared ABRAHAM FENDOS of the United States Environmental Protection Agency, who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: August 14, 2014

[Affix Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Patricia J. Schwenke, Notary Public
City of Philadelphia, Philadelphia County
My commission expires August 14, 2014

Patricia J. Schwenke
Notary Public

Not a grantor or grantee

BK08832PG146

SEEN AND RECEIVED: Virginia Department of Environmental Quality

Date:

By (signature): Jutta Schneider
Name (printed): Jutta Schneider
Title: Program Manager, RCRA CA

INSTRUMENT #120031058
RECORDED IN THE CLERK'S OFFICE OF
CHESAPEAKE ON
SEPTEMBER 28, 2012 AT 03:12PM

FAYE W. MITCHELL, CLERK
RECORDED BY: HCA

Not a grantor or grantee

7



OFFICIAL RECEIPT
CHESAPEAKE CIRCUIT COURT
DEED RECEIPT

DATE: 09/28/12 TIME: 15:12:42 ACCOUNT: 550CLR120031058 RECEIPT: 12000052680
CASHIER: HCA REG: KP93 TYPE: OTHER PAYMENT: FULL PAYMENT
INSTRUMENT : 120031058 BOOK: PAGE: RECORDED: 09/28/12 AT 15:12
GRANTOR: SEAGATE TERMINALS, LLC, EX: N LOC: CI
GRANTEE: SEAGATE TERMINALS, LLC, EX: N PCT: 100%
AND ADDRESS : P.O. BOX 546, SAVANNAH, GA. 31402
RECEIVED OF : WILLCOX & SAVAGE, P.C. DATE OF DEED: 09/18/12
CHECK: \$21.00 55296
DESCRIPTION 1: 23.32 ACRES, SOUTHERN BRANCH ELIZABETH RIVER PAGES: 7 DP 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: PIN: 1320000000020
301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 21.00
AMOUNT PAID: 21.00
CHANGE AMT : .00

CLERK OF COURT: FAYE W. MITCHELL