

After Recording Return to:
Hercules LLC
500 Hercules Road
Wilmington, DE 19808

Rebecca J. Walden
REBECCA WALDEN
CLERK OF SUPERIOR COURT
Glynn COUNTY

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 described herein. This Environmental Covenant further grants such other rights in favor of United States Environmental Protection Agency (US EPA), Georgia Environmental Protection Division (EPD), and Hercules LLC (Hercules) as set forth herein.

Fee Simple Owner/Grantor:

Fordaub LLC
667 Main Street
Suwanee, GA 30024

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

Hercules LLC
500 Hercules Road
Wilmington, DE 19808

**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

Additional Agency Overseer:

U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Property Subject

The property subject to this Environmental Covenant is a tract of approximately 10.79 acres of real property located at 240 Merchants Way, Brunswick, Glynn County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter “Property”). The Property was conveyed on April 25, 2024 to Fordaub LLC; such conveyance is recorded in Deed Book 4967, Page 487, of the Glynn County deed records. According to the plat recorded in p.b. 32, pg. 200 of the public records of Glynn County, the property is Lot 5, Block J, Glynn Place Mall Commercial Park East, 27th G.M.D., Glynn County, Georgia. The tax parcel(s) of the Property is 03-20983 of Glynn County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property, including sites within the Property that will be developed for residential use (hereafter "Residential Areas"), sites within the Property that will be reserved as common use areas (hereafter "Common Areas"), and the current location of groundwater monitoring wells located on 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 Fordaub LLC, Hercules, EPD, US EPA, 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 in support of corrective action performed and/or being performed at the Hercules 009 Landfill facility/site, which is adjacent to the Property. Records pertaining to this corrective action are available at the following locations:

Superfund Records Center
U.S. Environmental Protection Agency, Region 4
Atlanta, GA 30303

and

Brunswick/Glynn County Regional Library
208 Gloucester Street
Brunswick, GA 31520

and

Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King Jr. Drive, SE
Suite 1456 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 any non-remedial purposes, including for use as potable water or irrigation of residential property, shall be prohibited unless conducted under a plan prepared in

accordance with generally accepted engineering principles and submitted in writing to and approved by EPD.

- B. Groundwater to Surface Water. A lined retention pond was designed and constructed on the Property with a maximum depth of approximately eight feet below surface level grade in such a manner that is intended to minimize the intermingling of groundwater and surface water within the pond. The then-current Owner shall submit in writing to EPD any plans for significant changes to the lined retention pond, or plans for the construction of additional surface water features on the Property, for EPD's review and approval.
- C. Vapor Intrusion. As a precautionary measure to mitigate the potential risk of vapor intrusion, the building slabs on Residential Areas shall be constructed with vapor barriers, and the structures shall be built with passive vapor mitigation systems capable of conversion to active vapor mitigation systems in the future. Owners of Residential Areas shall maintain these vapor mitigation controls at the Property, unless removal of the controls are approved in writing by EPD. No redevelopment of Residential Areas shall occur without an evaluation of the potential for vapor intrusion to any new or redeveloped structure, and if required by EPD, installation of additional vapor barriers and mitigation systems.

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 the conveyance of a fee simple interest in Common Areas of the Property, a notice shall be sent to EPD and Hercules. 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 any change in use or redevelopment of Common Areas or Residential Areas will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, including the pond liner, vapor barriers, or vapor mitigation systems, the owner of the Common Area or Residential Area at issue must provide to EPD thirty (30) days' advance written notice of its intent to change the use of the Common Area or Residential Area, to

apply for a building permit for construction at the Property, or to perform any site work.

D. Periodic Reporting. The Owner of the Common Areas shall acknowledge the existence of the Activity and Use Limitations identified above and shall annually certify to EPD on the Annual Uniform Environmental Covenant Certification attached to this document as Exhibit C, or a modified format as approved by EPD, that (1) the Homeowner Association Covenants do not permit use of groundwater for potable water or irrigation and require homeowners to maintain and not remove vapor mitigation systems installed in each home; and (2) there has been no change to the lining in the retention pond.

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 US EPA shall have the right to enter the Common Areas 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.

Owners of the Common Areas shall allow authorized representatives of Grantees the right to enter the Property upon reasonable notice and at reasonable times to operate and maintain the groundwater monitoring system including, as needed, the collection of samples for environmental monitoring purposes or to implement other plans, including the installation of additional monitoring wells in Common Areas of any future development on the Property and the implementation of any corrective action, as needed, under the approval and authority of the Director of EPD and the Regional Administrator of US EPA. Any monitoring wells installed on the Property by Grantee shall be installed as flush-mounted wells in locations that will minimize as reasonably possible interference with the use of the Property.

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, Fordaub 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, Fordaub 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). Fordaub LLC represent and warrant that all of the following are true and correct:

- A. Fordaub LLC holds fee simple title to the Property.
- B. Fordaub 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 Fordaub LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out of the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of Fordaub LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Fordaub LLC is a party or by which Fordaub 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, Fordaub 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 copies to:

Hercules LLC
500 Hercules Road
Wilmington, DE 19808

&

U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

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).

For Grantor, **Fordaub LLC**, this 11 day of September, 2025:

Mike Embry
(Signature)

Name Mike Embry
Title Manager

Signed in the presence of:

Mike Embry
Unofficial Witness (signature)
Debbie Larson
Unofficial Witness (print name)

State of Georgia
County of Oconee

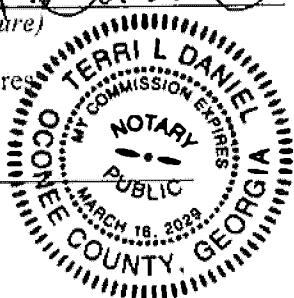
This instrument was signed or attested before
me this 11 day of September, 2025, by

Personally Known
 Produced Identification

Terril Daniel
Notary Public (Signature)

My Commission Expires

(NOTARY SEAL)



For Grantee, Hercules LLC, this 7th day of September, 2025:

Edward D. Meeks
(Signature)

Name Edward D. Meeks

Title Senior Manager Remediation

Signed in the presence of:

Isaac Davis
Unofficial Witness (signature)
Isaac Davis
Unofficial Witness (print name)

State of Delaware

County of New Castle

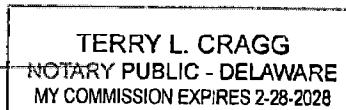
This instrument was signed or attested before
me this 4th day of September, 2025, by

Personally Known
 Produced Identification

Terry L. Cragg
Notary Public (Signature)

My Commission Expires: 02/28/2028

(NOTARY SEAL)



For the **Environmental Protection Division**, Department of Natural Resources, State of Georgia, this 22nd day of December, 2025:

Jeff W. Cown
(Signature)

Jeff Cown

Director, Environmental Protection Division

Signed in the presence of:

Dawn T. Donaldson
Unofficial Witness (signature)

Dawn T. Donaldson
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before me this 20 day of December, 2025, by Jeff Cown.

Personally Known
 Produced Identification

LaQuetta Ferrell
Notary Public (Signature)

My Commission Expires

(NOTARY SEAL)

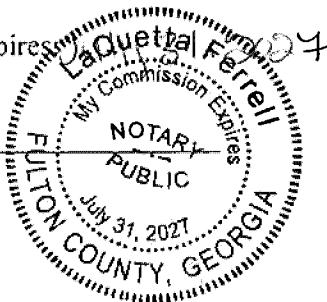
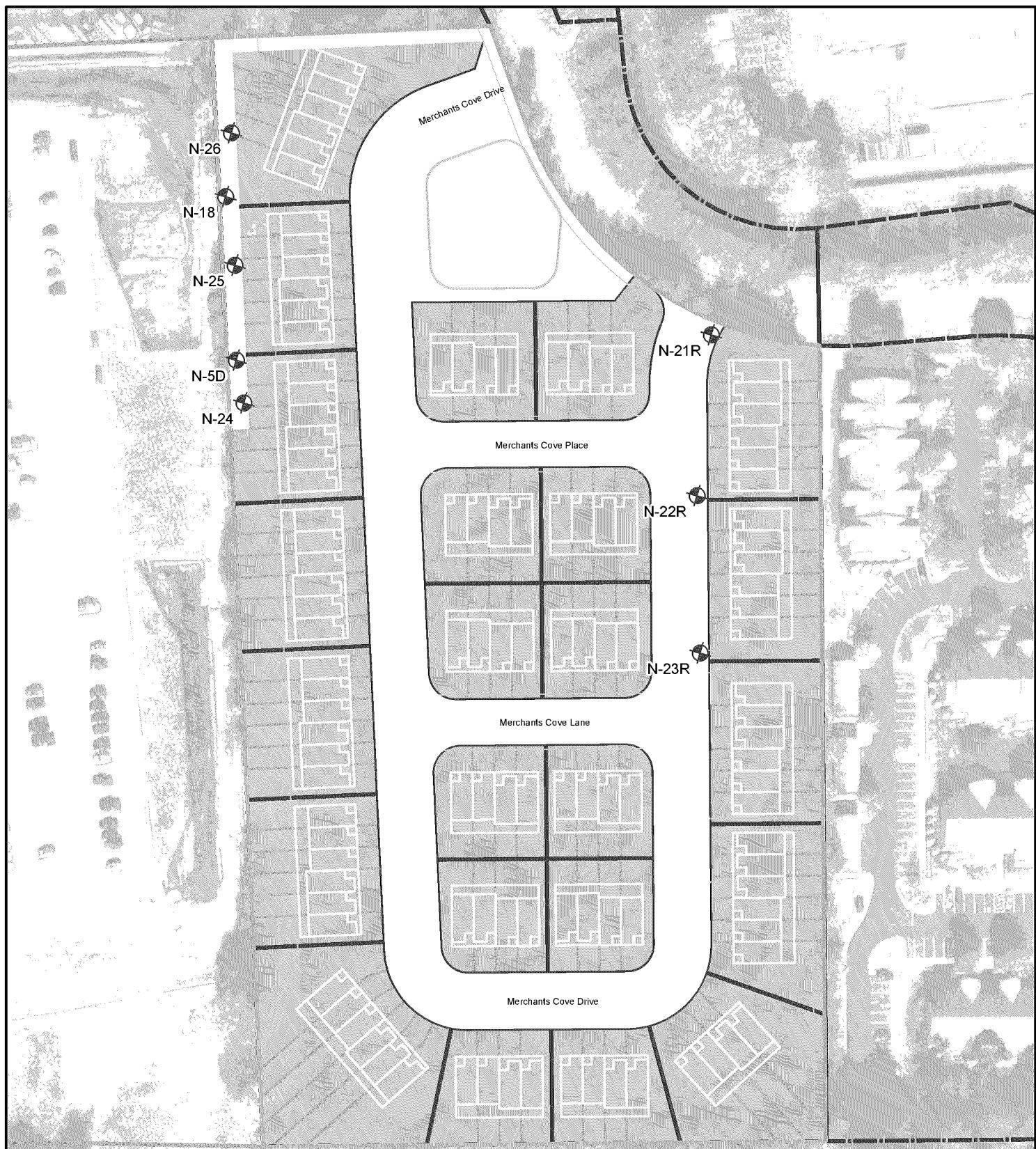


Exhibit A

Legal Description of Property

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING LOT 5, BLOCK J, GLYNN PLACE MALL COMMERCIAL PARK EAST, 27th G.M.D., GLYNN COUNTY, GEORGIA (ACCORDING TO PLAT RECORDED IN P.B. 32, PG. 200 OF THE PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF BEGINNING COMMENCE AT A $\frac{1}{2}$ " REBAR FOUND AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MERCHANTS WAY (RIGHT-OF-WAY VARIES ACCORDING TO PLAT RECORDED IN P. B. 32, PG. 200 OF THE PUBLIC RECORDS OF SAID COUNTY), SAID POINT BEING THE NORTHWEST CORNER OF LOT 6 OF SAID GLYNN PLACE MALL COMMERCIAL PARK EAST, AND FROM SAID POINT, RUN SOUTH $16^{\circ}23'30''$ EAST ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 719.27 FEET TO A $\frac{1}{2}$ " PIPE SET AT THE SOUTHEAST CORNER THEREOF, SAID POINT LYING ON THE NORTHERLY LINE OF NOW OR FORMERLY LANDS OF GLYNN COUNTY BOARD OF EDUCATION (ACCORDING TO THE GLYNN COUNTY GIS); RUN THENCE SOUTH $73^{\circ}35'38''$ WEST ALONG LAST MENTIONED NORTHERLY LINE, A DISTANCE OF 509.17 FEET TO A $\frac{1}{2}$ " REBAR FOUND AT THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY LINE OF NOW OR FORMERLY LANDS OF HERCULES, INC. (ACCORDING TO THE GLYNN COUNTY GIS); RUN THENCE NORTH $18^{\circ}33'51''$ WEST ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 1002.27 FEET TO A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER THEREOF, SAID POINT LYING ON THE SOUTHERLY LINE OF NOW OR FORMERLY LANDS OF BRUNSWICK AUTO REALTY, INC. (ACCORDING TO THE GLYNN COUNTY GIS); RUN THENCE NORTH $71^{\circ}29'21''$ EAST ALONG LAST MENTIONED SOUTHERLY LINE, A DISTANCE OF 251.05 FEET TO A $\frac{1}{2}$ " REBAR FOUND ON THE ARC OF A CURVE IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED MERCHANTS COVE; RUN THENCE IN A SOUTHEASTERLY DIRECTION, 21.21 FEET ALONG THE ARC OF A CURVE IN LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 305.95 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $37^{\circ}42'58''$ EAST, FOR 21.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; RUN THENCE SOUTH $35^{\circ}43'47''$ EAST, CONTINUING ALONG LAST MENTIONED SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 72.66 FEET TO A POINT OF CURVATURE; RUN THENCE IN AN EASTERLY DIRECTION, 352.85 FEET ALONG THE ARC OF A CURVE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID MERCHANTS COVE, SAID CURVE BEING CONCAVE TO THE NORTH AND HAVING A RADIUS OF 305.00, A CHORD BEARING AND DISTANCE OF SOUTH $68^{\circ}52'19''$ EAST, FOR 333.50 FEET TO THE POINT OF BEGINNING.

Exhibit B
Map of Property

**Legend**

- Hercules 009 Landfill Boundary
- 240 Merchants Way Parcel Boundary
- Parcel Boundary
- Residential Lot Lines
- Structures

- Drainage/Sewage Easement
- Stormwater Management Pond
- Common Areas
- Shallow Monitoring Well
- Deep Monitoring Well



240 Merchants Way Site Plan and Monitoring Wells

Glynn County, GA

Geosyntec 
consultants

Exhibit**B**

Atlanta, GA

June 2025

Exhibit C

Annual Uniform Environmental Covenant Certification

UECs are one form of corrective action that may be used to address contamination on a property. Owners are legally required to ensure that the conditions of the UEC are maintained, to report changes in property ownership to the Georgia Environmental Protection Division (EPD) within 30 days, and to complete this annual certification. If the UEC conditions are not maintained, additional investigation and/or corrective action may be required. Each UEC has unique conditions and reporting requirements; you may find a copy of the conditions that apply to your property at: <https://epd.georgia.gov/properties-subject-uniform-environmental-covenants>.

If you have additional questions, you may contact EPD's Land Protection Branch at 404-657-8600.

I certify that I have reviewed the specific conditions of the UEC for the property located at:

Assigned Site Environmental Name or Number (if known):

What is your property's current use? _____

Please indicate UEC Status (select all that apply):

- My property has a restriction on groundwater usage. Groundwater on the property is not being used except as permitted in the UEC.
- My property has a restriction associated with the maintenance of a liner beneath the retention pond on-site and limitations on the construction of any new surface water features. There is no indication of any damage to the pond liner upon inspection and no new surface water features have been constructed.
- Properties within the homeowners' association (HOA) are required to install and maintain vapor mitigation systems, as outlined in the HOA documents. These documents

also mandate that property owners notify the HOA about the integrity of the vapor mitigation system following any reconstruction. I am not aware of any changes to the HOA documents that eliminate this requirement, nor am I aware of any new construction within the HOA during this calendar year that does not include such a system.

At least one condition described in the Uniform Environmental Covenant has changed. This may include, without limitation, changes to groundwater usage, ownership, fencing, vapor intrusion systems, asphalt or concrete maintenance, etc. If ownership of part or all of the property has changed, please provide contact information for the new owner(s) below.

If this is the case, please describe:

I, _____ (Name of individual signing the Certification), the _____ (Title), am the Responsible Official for _____ (Name of the Owner), which is a _____ (Legal form of the Entity), and am duly authorized to represent _____ (Name of the Owner) in connection with compliance with the UEC and to execute this Certification.

Certification:

Following reasonable inquiry, I certify that this document, all attachments and the information submitted are, to the best of my knowledge and belief, true, accurate and complete.

NAME (Please type or print)

TITLE

SIGNATURE

DATE