D: DEED B: 4576 P: 137 11/05/2021 03:34:46 PM Total Pages: 17 Recording Fee: \$ 25.00

Ronald M. Adams, Clerk of Court, Glynn County

AGMTDE

After Recording Return to:

Hercules LLC

Attn: General Counsel's Office

500 Hercules Road Wilmington, DE 19808 CROSS-REFERENCE:

Glynn County

Deed Book: <u>56-C</u>

Page(s): 4

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 the Georgia Department of Natural Resources Environmental Protection Division ("EPD"), the United States Environmental Protection Agency ("EPA"), which is a Third-Party Beneficiary, and Hercules LLC as set forth herein.

Fee Simple Owner/Grantor:

Hercules LLC

500 Hercules Road

Wilmington, Delaware 19808

Grantee/Holder with the

power to enforce:

Hercules LLC

500 Hercules Road

Wilmington, Delaware 19808

Grantee/Entity with

express power to enforce:

State of Georgia

Department of Natural Resources Environmental Protection Division 2 Martin Luther King Jr. Drive, S.E.

Suite 1456 East Tower Atlanta, Georgia 30334

Additional Agency Overseer/Third-

Party Beneficiary:

United States Environmental Protection Agency

Region 4

Sam Nunn Atlanta Federal Center

61 Forsyth Street, S.W. Atlanta, Georgia 30303

Property Subject

The property subject to this Environmental Covenant is a tract of real property consisting of 26.37 acres located at 100 Warde Lane, Brunswick, Glynn County, Georgia 31520, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property is a portion of the property conveyed to Hercules Incorporated (now known as Hercules LLC as Successor by Conversion to the said Hercules Incorporated) pursuant to those certain deeds referred to in an affidavit signed by David T. Smith, Jr. on December 12, 1994, and recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Deed Book 56-C, Page 4. The Property is located in the 26th Georgia Militia District ("G.M.D.") of Glynn County, Georgia.

The tax parcel of the Property is ID Number 01-03941 of Glynn County, Georgia.

The Restricted Use Zone ("RUZ") at the Property that will be subject to the activity and use limitations described herein is an approximately 2.8-acre portion lying entirely within the Property. A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B. A survey performed by a licensed surveyor showing the Property and identifying the RUZ is attached as Exhibit B1.

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 Hercules LLC, EPD, EPA as a Third-Party Beneficiary, 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 on the RUZ and other requirements on the Property that arise from a remedial action performed and/or being performed at the Property under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (hereinafter "CERCLA") to address sediment contaminated with toxaphene, arsenic, and chromium. The remedial action is described in the U.S. Environmental Protection Agency's Operable Unit One ("OU1") Interim Record of Decision issued on June 19, 2017 (the "OU1 IROD") and the Consent Decree for Interim Remedial Design and Remedial Action at Operable Unit One: Outfall Ditch of the Terry Creek Dredge Spoil Areas/Hercules Outfall Site, Civil Action No. 2:18-cv-62-LGW-RSB, entered by the U.S. District Court for the

Southern District of Georgia on November 27, 2019 (the "OU1 RD/RA Consent Decree"). Administrative records pertaining to this remedial action are available at the following locations:

U.S. Environmental Protection Agency, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, S.W. Superfund Records Center Atlanta, Georgia 30303

And

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

The administrative record for the OU1 IROD is also available on the EPA's website at the following internet address: https://www.epa.gov/superfund/terry-creek-dredge-spoil-hercules-outfall.

Additional administrative records pertaining to corrective action performed and/or being performed which impact or may impact the Property pertaining to the Hercules/Pinova facility located at 2801 Cook Street, Brunswick, Glynn County, Georgia, are available at the following EPD location in the files for Hazardous Waste Facility Permit No. HW-052 (D&S)-2 and Hazardous Site Inventory No. 10058:

Georgia Environmental Protection Division
Hazardous Waste Corrective Action Program
2 MLK Jr. Drive, S.E., Suite 1054 East Tower
Atlanta, Georgia 30334
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

Notice. The Property has been listed on the State's Hazardous Site Inventory at HSI #10058 and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact Hercules LLC or the Georgia Environmental Protection Division for further information concerning the Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

Activity and Use Limitations.

A. <u>Land Disturbance Restrictions</u>. Other than activities listed in an EPA approved operation and maintenance plan, all Property land disturbance activities within the RUZ that may impact the soil cover and/or geotextile layer are prohibited, unless approved in writing by the EPA. Before initiating land disturbance activities in the RUZ, a sampling plan and disposal plan, if applicable, must be submitted to EPA and EPD for review and approval. All land disturbance activities in the RUZ shall be performed in accordance with the

- approved sampling plan and disposal plan, if applicable, and in compliance with this Covenant.
- B. Groundwater Limitations. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater beneath the Property for environmental investigation, monitoring, remediation, and/or corrective action purposes is not impacted by this provision and shall remain permitted.

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 and EPA 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, EPA, and Hercules LLC. 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 and EPA 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, EPA, and Hercules LLC 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. Additionally, the Owner of the Property shall allow

authorized representatives of EPD, EPA, and Hercules LLC the right to enter the Property at reasonable times for the following purposes:

- a) Monitoring corrective action and/or remedial work overseen by EPD and/or EPA;
- b) Verifying any data or information submitted to EPD and/or EPA;
- c) Conducting investigations regarding contamination at or near the Property;
- d) Assessing the need for, planning, or implementing additional response actions at or near the Property;
- e) Assessing implementation of quality assurance and quality control practices as defined in the approved construction quality assurance quality control plan made a part of the Statement of Work contained in the OU1 RD/RA Consent Decree;
- f) Implementing the "Work" pursuant to Paragraph 63 (Work Takeover) of the OU1 RD/RA Consent Decree, as Work is defined therein;
- g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Hercules LLC or its agents, consistent with Section XIX (Access to Information) of the OU1 RD/RA Consent Decree;
- h) Assessing Hercules LLC's compliance with the OU1 RD/RA Consent Decree;
- i) Determining whether the Property is being used in a manner that is prohibited or restricted by this Covenant or by the OU1 RD/RA Consent Decree, or that may need to be prohibited or restricted by the OU1 RD/RA Consent Decree;
- j) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions, and institutional controls, including but not limited to those identified herein; and
- k) Taking samples, evaluating, and reviewing areas where corrective actions are, have been, or will be conducted, or conducting any other corrective actions required by EPD and/or EPA.

It is the intention of EPD that to the extent allowed by law, EPA is a Third-Party Beneficiary of this Environmental Covenant, and, as such, has the authority to enforce these restrictions, to the extent such enforcement is allowed by law. Hercules LLC hereby binds itself to the activity and use restrictions for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD, and EPA as a Third-Party Beneficiary. This Environmental Covenant shall be enforceable by EPD, EPA as a Third-Party Beneficiary, Hercules LLC, and other parties as provided in the Act. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce compliance. Such rights of access and enforcement herein shall not limit EPD's or EPA's authority under other applicable law.

No Interest in Real Property in EPD or EPA

The rights of EPD and EPA 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 and the Director of the Superfund and Emergency Management Division of EPA, Region 4,

Hercules LLC shall record the Environmental Covenant with the Recorder of Deeds for Glynn County in accordance with the law governing the recording and priority of interests in real property, and send a file stamped copy of this Environmental Covenant to EPD and EPA within thirty (30) days of recording. Additionally, upon recording of this Environmental Covenant, Hercules 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. Hercules LLC represents and warrants that all of the following are true and correct:

- A. Hercules LLC holds fee simple title to the Property.
- B. Hercules LLC has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it herein, has the ability to carry out the obligations described herein and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of Hercules LLC that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described herein will not conflict with any of the provisions of the organizational documents or operating agreement of Hercules LLC, nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Hercules LLC is a party or by which Hercules 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 and EPA for execution, Hercules 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 S.E. Suite 1054 East Tower Atlanta, GA 30334

With a copy to:

U.S. Environmental Protection Agency Region 4 Director of Superfund and Emergency Management Division Sam Nunn Atlanta Federal Center 61 Forsyth Street, S.W. Atlanta, GA 30303

and

Hercules LLC Attn: General Counsel's Office 500 Hercules Road Wilmington, DE 19808

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: Hercules LLC (SEAL)
For Hercules LLC this day of OCTOOW, 2021:
Momel/[Title] Kich mond L. Williams WE PRESIDENT
State of Jelawar. County of New Laste On this 24th day of August
Marse Mely Notary Public (Signature)
My Commission Expires: July 24, 2022

(NOTARY SEAL)

Dianna JHI Maloy

NOTARY PUBLIC

STATE OF DELAWARE

My Commission Expires July 24, 2022

Grantee: Georgia Department of Natural Resources Environmental Protection Division

For the Environmental Protection Division. Department of Natural Resources, State of Georgia, thisdc day of Ctober 2021:
Director, Georgia Environmental Protection Division
State of Georgia County of Fulton
This instrument was signed or attested before me this 36 day of october 2021, by
Personally Known Produced Identification
Notary Public (Signature)
My Commission Expires: 7-27-2022
(NOTARY SEAL) Notary Public Public

Additional Agency Overseer/Third-Party Beneficiary: United States Environmental Protection Agency

This Environmental Covenant is hereby approved by the United States Environmental
Protection Agency this 15th day of Spotenber . 2021.
61 Mand And
Randall Chaffins
Acting Director Superfund and Emergency Management Division
U.S. Environmental Protection Agency
Region 4
State of Georgia County of Fulton
-+6
This instrument was signed or attested before me this 3 day of september [Name].
Personally Known
Produced Identification
Telicia packson
Notary Public (Signature)
My Commission Expires: June 18, 2024
(NOTA DAY SEAL) AND ARCHITE
(NOTARY SEAL)
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EZ VBLV.

Exhibit A Legal description of the Property containing the RUZ

TRACT 3, NORTH

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D. 26, GLYNN COUNTY, CITY OF BRUNSWICK, GEORGIA AND BEING A PORTION OF "TRACT 3" ON A SURVEY BY GARY R. NEVILL, GEORGIA RLS# 2401, DATED 11/19/08, TITLED "SURVEY FOR BANK OF AMERICA, N.A. MORTGAGE, HERCULES PLANT SITE, 2801 COOK STREET, BRUNSWICK, GEORGIA 31520", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT WHICH MARKS THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF WARDE STREET WITH THE EASTERN RIGHT-OF-WAY OF U.S. HIGHWAY-17 (ALSO KNOWN AS GLYNN AVENUE), SAID POINT HAVING COORDINATES OF N=424,243.221, E=872,464.094 (GEORGIA COORDINATE SYSTEM, EAST ZONE) PROCEED ALONG SAID RIGHT-OF-WAY OF U.S. HIGHWAY-17 THE FOLLOWING COURSES AND DISTANCES: NORTH 19 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 44.00 FEET TO A CONCRETE MONUMENT; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 145.81 FEET (SAID CURVE HAVING A RADIUS OF 2,604.48 FEET, A CHORD BEARING OF NORTH 18 DEGREES 17 MINUTES 30 SECONDS EAST AND A CHORD LENGTH OF 145.79 FEET) TO A CONCRETE MONUMENT; THENCE NORTH 19 DEGREES 55 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 100.64 FEET TO A 1/2" IRON PIN; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 194.36 FEET (SAID CURVE HAVING A RADIUS OF 1,256.97 FEET, A CHORD BEARING OF NORTH 15 DEGREES 29 MINUTES 28 SECONDS EAST AND A CHORD LENGTH OF 194.16 FEET) TO A 1/2" IRON PIN; THENCE SOUTH 88 DEGREES 28 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 39.01 FEET TO A 1/2" IRON PIN; THENCE SOUTH 01 DEGREES 31 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 7.00 FEET TO A 1/2" IRON PIN; THENCE SOUTH 88 DEGREES 28 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 21.60 FEET TO A 1/2" IRON PIN; THENCE NORTH 01 DEGREES 31 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 59,00 FEET TO A POINT; THENCE NORTH 88 DEGREES 28 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 21.60 FEET TO A 1/2" IRON PIN; THENCE SOUTH 01 DEGREES 31 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 7.00 FEET TO A 1/2" IRON PIN; THENCE NORTH 88 DEGREES 28 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 32.28 FEET TO A 1/2" IRON PIN; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 287.95 FEET (SAID CURVE HAVING A RADIUS OF 1,256.97 FEET, A CHORD BEARING OF NORTH 02 DEGREES 25 MINUTES 29 SECONDS EAST AND A CHORD LENGTH OF 287.32 FEET) TO A 1/2" IRON PIN; THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 12.98 FEET (SAID CURVE HAVING A RADIUS OF 2,611.60 FEET, A CHORD BEARING OF NORTH 02 DEGREES 48 MINUTES 47 SECONDS EAST AND A CHORD LENGTH OF 12.98 FEET) TO A CONCRETE MONUMENT; THENCE ALONG THE LANDS NOW OR FORMERLY OWNED BY LANIER PARKWAY ASSOCIATES, LLC AND ANNE A. RABBINO, DOUGLAS ADAMS AND RONALD ADAMS, SOUTH 81 DEGREES 56 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 792.97 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 81 DEGREES 56 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 63.87 FEET TO A POINT AT THE LOW WATER MARK OF DUPREE CREEK: THENCE ALONG SAID LOW WATER MARK OF DUPREE CREEK IN A SOUTHERLY DIRECTION FOR 1,014 FEET MORE OR LESS TO A POINT ON THE LOW WATER MARK OF TERRY CREEK; THENCE PROCEED ALONG SAID LOW WATER MARK OF TERRY CREEK IN A SOUTHERLY DIRECTION FOR 229 FEET MORE OR LESS TO A POINT ON THE LOW WATER MARK OF TERRY CREEK; THENCE THROUGH THE LANDS OF HERCULES, INC., NORTH 87 DEGREES 00 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 842.56 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT-OF-WAY OF WARDE STREET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF WARDE STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 19 DEGREES 57 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 44.71 FEET TO A 1/2" IRON PIN; THENCE NORTH 70 DEGREES 02 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 338.01 FEET TO A CONCRETE MONUMENT; THENCE NORTH 67 DEGREES 06 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 160.86 FEET TO A CONCRETE MONUMENT; THENCE NORTH 33 DEGREES 24 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 28.82 FEET TO A CONCRETE MONUMENT, AND THE POINT OR PLACE OF BEGINNING. SAID TRACT 3, NORTH HAVING AN AREA OF 25.172 ACRES.

Exhibit B Map of the Property containing the RUZ

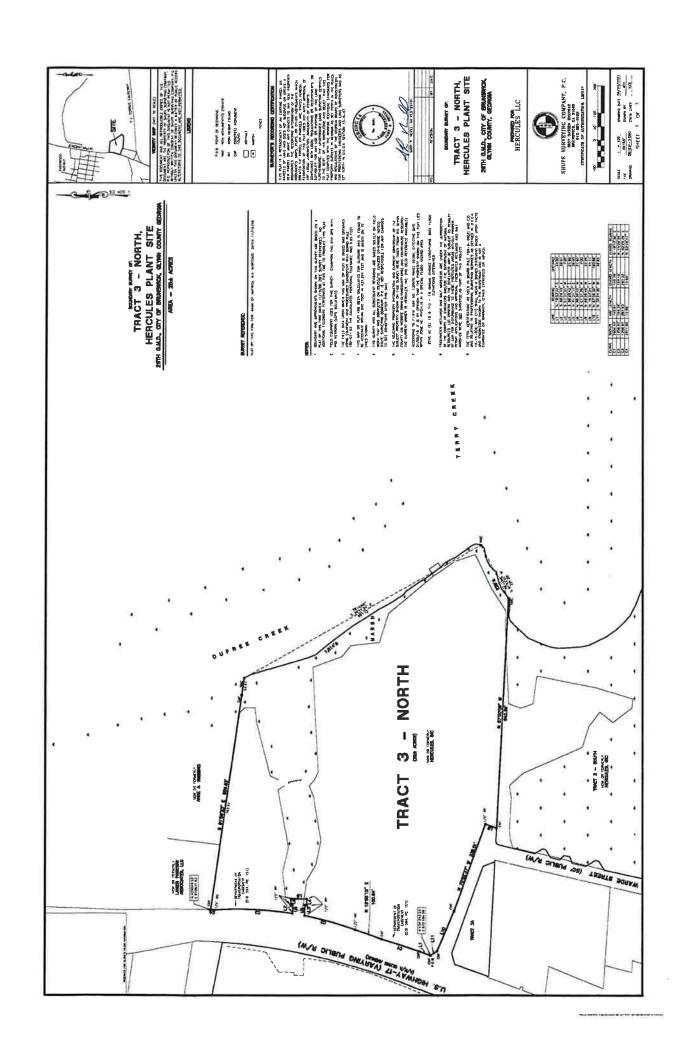


Exhibit B1 Survey of Property Showing the RUZ

