

Ronald M. Adams, Clerk of Court, Glynn County

After Recording Return to:  
Hercules LLC  
Attn: General Counsel's Office  
500 Hercules Road  
Wilmington, DE 19808

CROSS-REFERENCE:  
Glynn County  
Deed Book: 56-C  
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") 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

### Property Subject

The property subject to this Environmental Covenant is a tract of real property consisting of 19.70 acres located at 150 Warde Street, 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 26<sup>th</sup> Georgia Militia District ("G.M.D.") of Glynn County, Georgia.

The tax parcel of the Property is ID Number 01-03327 of Glynn County, Georgia.

A legal description of the Property is attached as Exhibit A and a survey map of the Property performed by a licensed surveyor 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 Hercules LLC and EPD 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 from corrective action being performed at the Hercules/Pinova facility located at 2801 Cook Street, Brunswick, Glynn County, Georgia, which impacts or may impact the Property. Records pertaining to the corrective action 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 Limitation.**

- A. 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 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 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 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 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.

This Environmental Covenant shall be enforceable by EPD, 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 authority under other applicable law.

#### **No Interest in Real Property in EPD**

The rights of EPD 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, 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 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 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:

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 26 day of OCTOBER, 2021:

R L Williams  
[Name]/[Title]  
Richmond L. Williams  
VICE PRESIDENT

State of Delaware  
County of Newcastle

On this 24<sup>th</sup> day of August, 2021, I certify that Richmond L Williams personally appeared before me, acknowledged that he/she is the Vice President of the limited liability company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said limited liability company.

Dianna Jill Maloy  
Notary Public (Signature)

My Commission Expires: July 24, 2022

(NOTARY SEAL) \_\_\_\_\_

Dianna Jill 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,  
this 26 day of October, 2021:

  
Director, Georgia Environmental  
Protection Division

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 26 day of October, 2021, by

Personally Known  
 Produced Identification

  
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

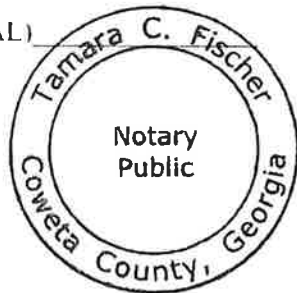


Exhibit A  
Legal description of the Property



Exhibit B  
Map of the Property

Exhibit A  
Legal description of the Property

## TRACT 3, SOUTH

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:

COMMENCING 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 WARDE STREET THE FOLLOWING COURSES AND DISTANCES: SOUTH 33 DEGREES 24 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 28.82 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 67 DEGREES 06 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 160.86 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 70 DEGREES 02 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 338.01 FEET TO A ½" IRON PIN; THENCE SOUTH 19 DEGREES 57 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 44.71 FEET TO A ½" IRON PIN AND THE POINT OR PLACE OF BEGINNING; THENCE PROCEED THROUGH THE LANDS OF HERCULES, INC., SOUTH 87 DEGREES 00 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 842.56 FEET 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 1,407 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE F.J. TORRAS CAUSEWAY; THENCE ALONG SAID RIGHT-OF-WAY OF TORRAS CAUSEWAY, SOUTH 84 DEGREES 28 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 1,630.17 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE LANDS NOW OR FORMERLY OWNED BY CAPSTAR RADIO COMPANY THE FOLLOWING COURSES AND DISTANCES: NORTH 11 DEGREES 50 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 199.68 FEET TO A 1/2" PIPE; THENCE SOUTH 84 DEGREES 24 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 100.09 FEET TO A 1/2" PIPE ON THE EASTERN RIGHT-OF-WAY OF WARDE STREET; THENCE ALONG SAID RIGHT-OF-WAY OF WARDE STREET NORTH 12 DEGREES 12 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 99.12 FEET TO A CONCRETE MONUMENT; THENCE NORTH 58 DEGREES 38 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 22.74 FEET TO A 1/2" IRON PIN; THENCE NORTH 13 DEGREES 38 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 14.21 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31 DEGREES 21 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 24.57 FEET TO A 1/2" IRON PIN; THENCE NORTH 12 DEGREES 05 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 141.81 FEET TO A CONCRETE MONUMENT; THENCE NORTH 58 DEGREES 38 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 38.01 FEET TO A 1/2" IRON PIN; THENCE NORTH 13 DEGREES 38 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 14.31 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31 DEGREES 22 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 40.65 FEET TO A CONCRETE MONUMENT; THENCE NORTH 12 DEGREES 06 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 52.20 FEET TO A CONCRETE MONUMENT; THENCE NORTH 71 DEGREES 18 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 24.33 FEET TO A CONCRETE MONUMENT; THENCE NORTH 13 DEGREES 21 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 21.91 FEET TO A CONCRETE MONUMENT;

THENCE NORTH 44 DEGREES 41 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 22.94 FEET TO A CONCRETE MONUMENT; THENCE NORTH 13 DEGREES 38 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 35.09 FEET TO A CONCRETE MONUMENT; THENCE NORTH 58 DEGREES 38 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 33.85 FEET TO A CONCRETE MONUMENT; THENCE NORTH 13 DEGREES 38 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 12.46 FEET TO A CONCRETE MONUMENT; THENCE NORTH 31 DEGREES 21 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 33.86 FEET TO A CONCRETE MONUMENT; THENCE NORTH 13 DEGREES 38 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 142.30 FEET TO A CONCRETE MONUMENT; THENCE NORTH 57 DEGREES 04 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 12.05 FEET TO A 1/2" IRON PIN; THENCE SOUTH 85 DEGREES 51 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 49.43 FEET TO A CONCRETE MONUMENT AND THE POINT OR PLACE OF BEGINNING. SAID TRACT 3, SOUTH HAVING AN AREA OF 18.865 ACRES

Exhibit B  
Map of the Property



**NOTICE:** THIS MAP IS FOR THE RECORD AND DOES NOT CONSTITUTE A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS MAP.

**LEGEND:**

FOR MORE INFORMATION, CONTACT THE SURVEYOR AT THE ADDRESS LISTED BELOW.

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**BOUNDARY SURVEY OF:**

**TRACT 3 - SOUTH,**

**HERCULES PLANT SITE**

**28TH CLAD, CITY OF BRUNSWICK, GEORGIA**

**FOR THE ACCOUNT OF:**

**HERCULES LLC**

**BOUNDARY SURVEY OF:**

**TRACT 3 - SOUTH,**

**HERCULES PLANT SITE**

**28TH CLAD, CITY OF BRUNSWICK, GEORGIA**

**FOR THE ACCOUNT OF:**

**HERCULES LLC**

**BOUNDARY SURVEY OF:**

**TRACT 3 - SOUTH,**

**HERCULES PLANT SITE**

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**TRACT 3 - SOUTH,**

**HERCULES PLANT SITE**

**28TH CLAD, CITY OF BRUNSWICK, GEORGIA**

**FOR THE ACCOUNT OF:**

**HERCULES LLC**

**BOUNDARY SURVEY OF:**

**TRACT 3 - SOUTH,**

**HERCULES PLANT SITE**

**28TH CLAD, CITY OF BRUNSWICK, GEORGIA**

**AREA = 104 ACRES**

**BOUNDARY SURVEY OF:**

**TRACT 3 - SOUTH,**

**HERCULES PLANT SITE**

**28TH CLAD, CITY OF BRUNSWICK, GEORGIA**

**AREA = 104 ACRES**

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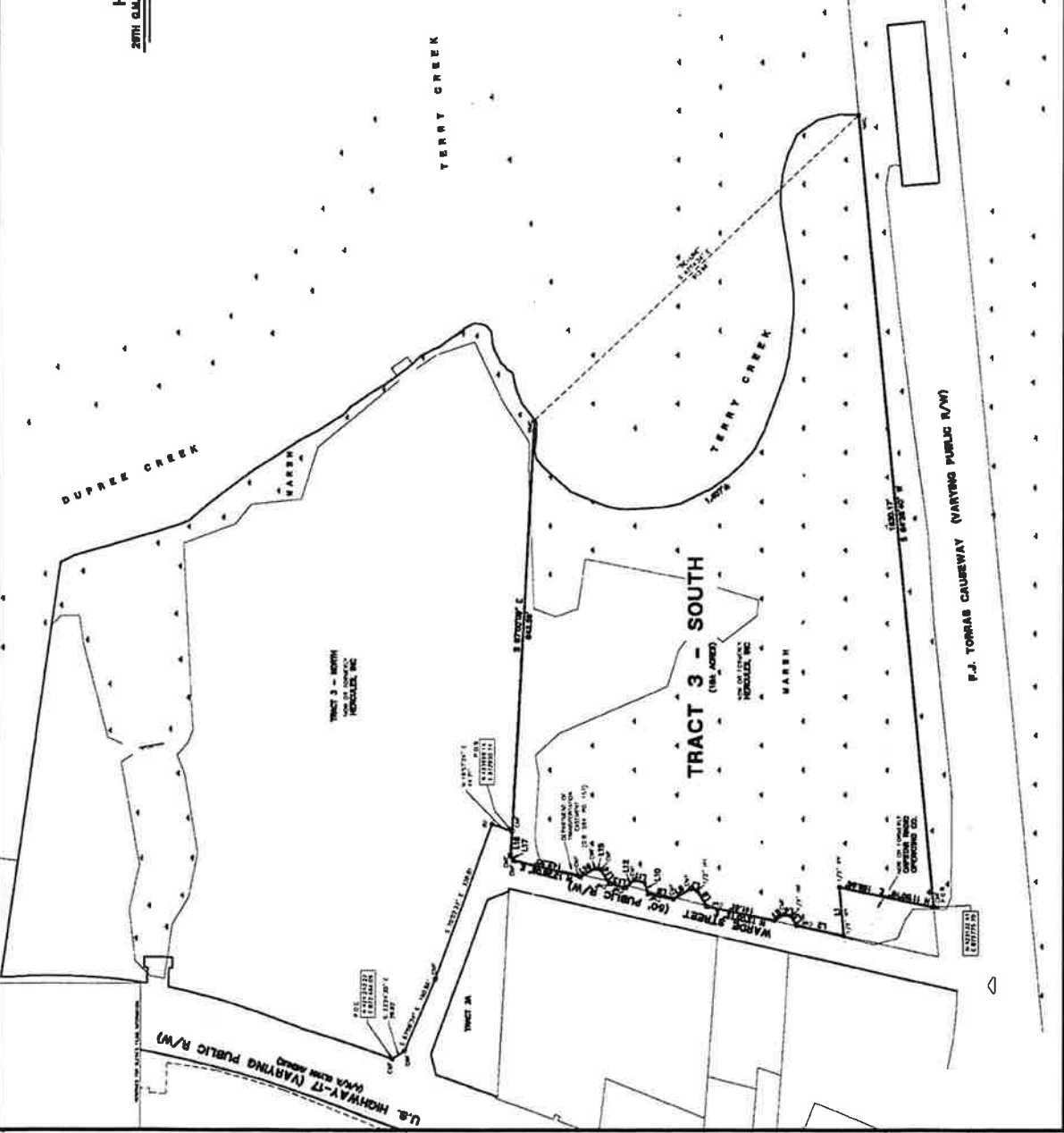
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**SCALE:**

1" = 100'

**DATE:**

10/15/2023

**BY:**

ALM

**CHECKED BY:**

ALM

**PROJECT:**

TRACT 3 - SOUTH, HERCULES PLANT SITE

**SHEET 1 OF 1**