

990 Hammond Drive, Suite 500  
Atlanta, Georgia 30328

T: 770.394.2997



March 2, 2026

Mr. Alex Cheek  
Georgia Environmental Protection Division  
Hazardous Waste Corrective Program  
Land Protection Branch  
2 Martin Luther King Jr. Drive, SE; Suite 1058  
Atlanta, Georgia 30334

203138

Subject: Recorded Uniform Environmental Covenant for Cunningham Fishing Property  
(Neighboring Property to Excalibur Realty Company, formerly Chemical  
Specialties LLC, Site - Hazardous Waste Permit No. HW-85D/ EPA ID No.  
GA980843155)

Dear Mr. Cheek:

Please find enclosed the file-stamped copy of the executed and recorded Uniform Environmental Covenant (EC) for the subject property, located on the south side of Old Clyattville Road in Valdosta, Georgia. In compliance with O.C.G.A 44-16-7, all parties identified therein received the finalized draft of the EC in advance of execution, accompanied by a notification cover letter. Pursuant to the Georgia Uniform Environmental Covenants Act, each notification cover letter provided to these parties with the finalized draft EC included the following statement, thus fulfilling the requirements of O.C.G.A 44-16-7:

*"Once the covenant is executed and filed, a final copy will be posted on the GA EPD website (<https://epd.georgia.gov/uniform-environmental-covenants>), or can be made available to you upon request from the undersigned."*

If you have any questions regarding this, please do not hesitate to call me at (615) 238-2062.

Very truly yours,

**Brown and Caldwell**

A handwritten signature in black ink, appearing to read 'Geoff Gagat'. The signature is fluid and cursive, with a large initial 'G'.

Geoff Gagat, P.G.  
Project Manager

GTG:gtg

cc: Trey Fortenberry, Albemarle Corporation  
John Gifford, Albemarle Corporation  
Bridgette Murphy, Albemarle Corporation  
William Holland, Coleman Talley, LLP  
Winton Cunningham, Cunningham Fishing Property, LLC

E-Filed By:  
Lowndes County Clerks Office  
Clerk of Courts Beth C Greene  
02/19/2026 12:33 PM  
Deed Book: 07220  
Page: 0990-1002  
\$25.00 Recording fee  
Cross Ref DB 7176 PG 110

After Recording Return to:  
William E. Holland, esq.  
Coleman Talley, LLP  
109 S. Ashley St,  
Valdosta, GA 31601  
E-mail; bill.holland@colemantalley.com

CROSS-REFERENCE:  
County: Lowndes  
Deed Book: 07176  
Page(s): 0110-0113  
Map and Parcel: 0123B 003

### **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 Cunningham Fishing Property, LLC (hereinafter "Cunningham") as set forth herein.

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

Cunningham Fishing Property, LLC  
1289 Old Clyattville Road  
Valdosta, GA 31601

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

Cunningham Fishing Property, LLC  
1289 Old Clyattville Road  
Valdosta, GA 31601

**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 21.37 acres of real property located on Old Clyattville Road, Valdosta, Lowndes County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on August 27, 2025, to Cunningham; such conveyance is recorded in Deed Book

07176, Page 0110-0113, of the Lowndes County deed records. The Property is located in Land Lot 63 of the 11th District of Lowndes County, Georgia.

The tax parcel of the Property is 0123B 003 of Lowndes 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 Cunningham 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 Cunningham facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Department of Natural Resources  
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 from the top 200 feet below ground surface beneath the Property for drinking water, irrigation, 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 Cunningham. 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.
- D. Periodic Reporting. The Owner shall inspect the Affected Areas at least annually to ensure compliance with this document. Annually, by no later than December 31, following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the Annual Uniform Environmental Covenant Certification attached to this document as Exhibit X, or a modified format as approved by EPD.

### **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 Cunningham 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, Cunningham, 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, Cunningham shall record the Environmental Covenant in Lowndes County, Georgia in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, Cunningham 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).** Cunningham represents and warrants that all the following are true and correct:

- A. Cunningham holds fee simple title to the Property.
- B. Cunningham 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 Cunningham 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 Cunningham nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Cunningham is a party or by which Cunningham may be bound.
- D. Currently, there are no identified 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, Cunningham 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 1058 East Tower  
Atlanta, GA 30334

With a copy to:

Winton D. Cunningham  
Cunningham Fishing Property LLC  
1289 Old Clyattville Road  
Valdosta, GA 31601

**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).

[The remainder of this page is intentionally blank]

**Grantor**

Cunningham Fishing Property, LLC

W.D. Cunningham  
(Signature)  
Winton D. Cunningham  
Owner

Signed in the presence of:

Tara Spivey  
Unofficial Witness (signature)  
Tara Spivey  
Unofficial Witness (print name)

State of: Georgia

County of: Lowndes

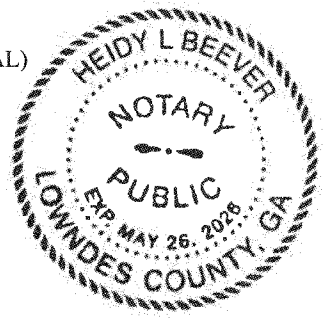
This instrument was signed or attested before me this 27 day of August, 2025, by:

Personally Known  
 Produced Identification

Heidy L. Beever  
Notary Public (Signature)

My Commission Expires: 5-26-2026

(NOTARY SEAL)



**Grantee**

Cunningham Fishing Property Service LLC

W.D. Cunningham  
(Signature)

Signed in the presence of:

Name:

Title:

Tara Spivey  
Unofficial Witness (signature)

Tara Spivey  
Unofficial Witness (print name)

State of: Georgia

County of: Lowndes

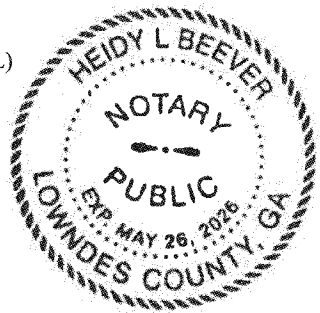
This instrument was signed or attested before me this 27 day of August, 2025, by:

Personally Known  
 Produced Identification

Heidy L. Beever  
Notary Public (Signature)

My Commission Expires: 5-26-2026

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 5<sup>th</sup> day of February, 2025:

[Signature]  
(Signature)

Name:  
Director, Environmental Protection Division

Signed in the presence of:

[Signature]  
Unofficial Witness (signature)

James Cooley  
Unofficial Witness (print name)

State of Georgia  
County of Fulton

This instrument was signed or attested before  
me this 5<sup>th</sup> day of February, 2025, by:

Personally Known  
 Produced Identification

[Signature]  
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)

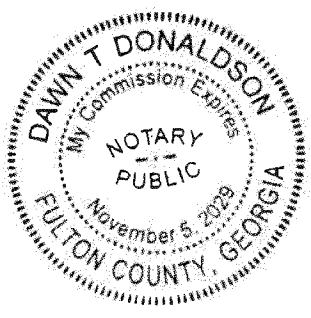
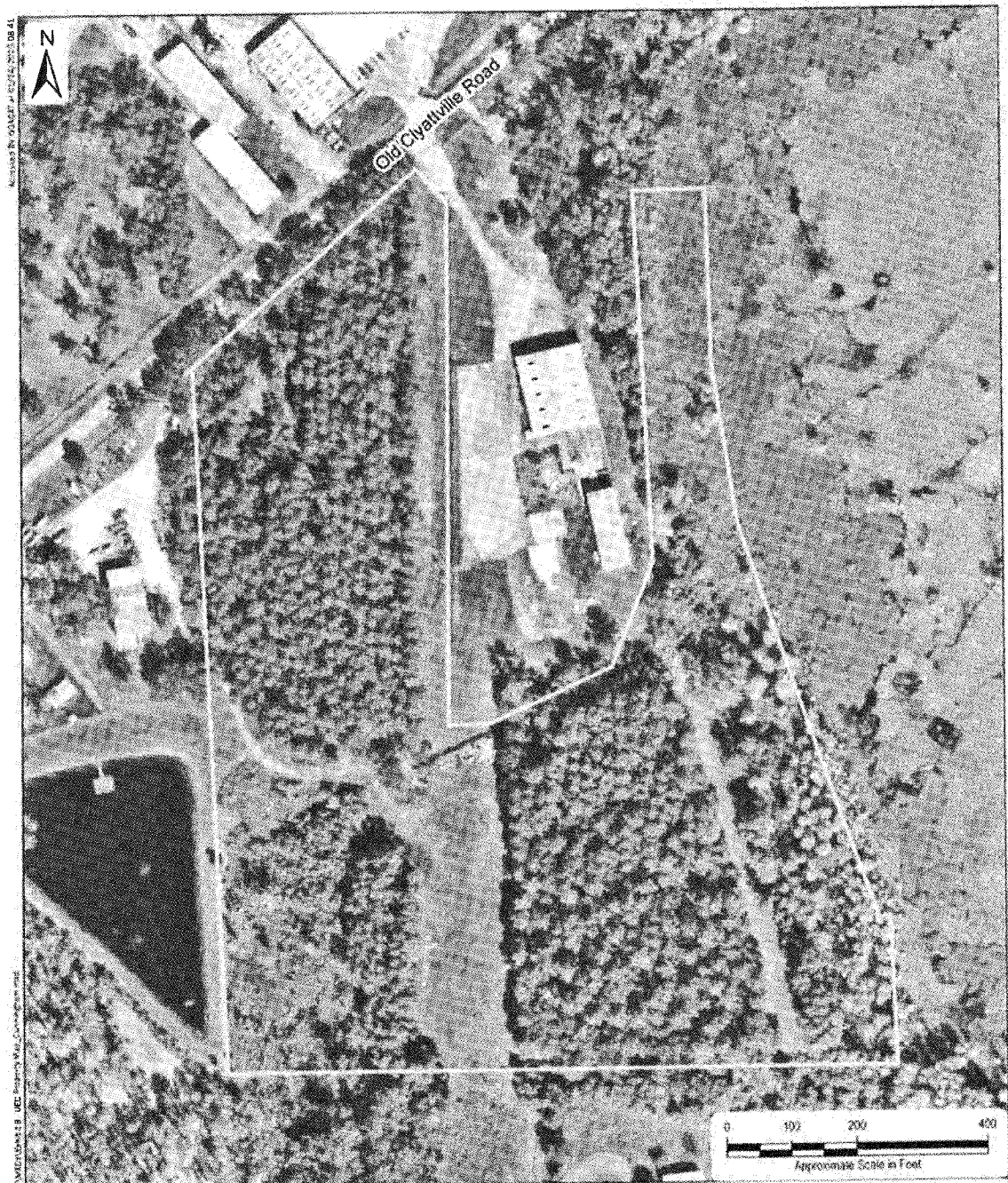


Exhibit "A"  
Legal Description of Property

**All that tract or parcel of land situate, lying and being in Land Lot No. 63 in the 11<sup>th</sup> Land District of Lowndes County, Georgia, containing thirty-six (36) acres, more or less, and described as follows: Beginning at a point on the south original Land Lot Line of said Land Lot No. 63 South 3 degrees East 1900 feet, South of the Valdosta and Clyattville Public Road where the lands of formerly J.P. Coffec, Mrs. Ada Zeigler and this tract of land (formerly owned by A. Converse, Jr.) join, and designated by a post and joining of fences; running thence South 89 degrees West along said original Land Lot Line 1026 feet; thence North 8 degrees West 1106 feet to the South side of the Valdosta and Clyattville Public Road, thence North 52 degrees East 1325 feet along the south side of said public road to a fixed point where the lands of Mrs. Ada Zeigler join; thence South 3 degrees East 1900 feet to the POINT OF BEGINNING. Said land being known as the Berry Grant farm land; less and except approximately eight (8) acres previously conveyed to Chemical Specialties, Inc.**

### Exhibit "B" Map of Property



<b>Cunningham Tree Service LLC</b>		<b>Exhibit B Property Map</b>	
<b>Brown AND Caldwell</b>	DATE: 01/24/2025	1251 Old Cyattville Road, Valdosta, Lowndes County, Georgia	
	SCALE: AS SHOWN		
	OWNER: GSI		
	CREATED BY: [unreadable]		

Exhibit X  
Annual Uniform Environmental Covenant Certification

### 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 prohibiting residential use. The property is only being used for non-residential use **as defined in HSRA Rule 391-3-19.02(2)** "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, for example, day care facilities, playgrounds, schools, etc. at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group...".

My property has a restriction associated with the potential for vapor intrusion. Those conditions are being met in that no new enclosed structures have been constructed and, if applicable, any existing passive vapor intrusion mitigation system remains in place and functional. If your property has an active vapor intrusion mitigation system or you have engaged in any new construction on the property, check the following box and submit the Annual Property Evaluation Form.

My property or covenant has additional restrictions or requirements. The Annual Property Evaluation Form and supporting documentation are attached.

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