

GILBERT, HARRELL, SUMERFORD & MARTIN

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ATTORNEYS AND COUNSELORS AT LAW

ESTABLISHED 1871

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February 16, 2022

Received
Land Protection Branch

FEB 25 2022

***Via U.S. Certified Mail-
Return Receipt Requested***

Mr. Richard E. Dunn, Director
Georgia Dept. of Natural Resources
Environmental Protection Division
2 Martin Luther King, Jr. Dr.
Ste. 1456, East Tower
Atlanta, GA 30334

Hazardous Waste

Re: Property located at 2334 Glynn Avenue, Brunswick, GA 31520
(Tax Parcel ID No. 01-07793)

Dear Mr. Dunn:

Please find enclosed a file stamped copy of the Environmental Covenant in connection with the above-referenced property. Please post the final copy on the Georgia Environmental Protection Division website (<https://epd.georgia.gov/uniform-environmental-covenants>).

All parties with an interest in this property have been sent a file stamped copy of the Environmental Covenant, along with a cover letter that includes the language suggested in Step 6, paragraph (c) of the Uniform Environmental Covenant Guidance.

Sincerely,

/s/ Beth A. Blalock

Beth A. Blalock

Encls.



Ronald M. Adams, Clerk of Court, Glynn County

After Recording Return to:
Stripling's Golden Isles, LLC
Dennis Carey
190 Mason Drive
Cobb, Georgia 31735

CROSS-REFERENCE:
County: GLYNN

Deed Book: 4530
Page(s): 124

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 the "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 specified in this document. This Environmental Covenant further grants such other rights in favor of EPD and Hercules LLC as set forth herein.

Fee Owner of Property/Grantor: Stripling's Golden Isles, LLC
Attn: Dennis Carey
190 Mason Drive
Cobb, Georgia 31735

Grantee/Holder with 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 1054 East Tower
Atlanta, GA 30334

Property

The property subject to this Environmental Covenant is a tract of approximately 0.88 acres of real property located at 2334 Glynn Avenue, Brunswick, Glynn County, Georgia 31520, which is further identified by tax parcel ID No. 01-07793 (hereinafter "Property"). The Property was conveyed on August 26, 2021 to Stripling's Golden Isles and such conveyance is recorded in Deed Book 4530, Page 124, of the Glynn County deed records. The Property is located in the 26th District. A complete 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 the Grantor, Grantee, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Name and Location of Administrative Records

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under a remedial action being performed at the former Hercules LLC Brunswick Facility (HSI Site #10058). Records pertaining to this corrective action are available at the following locations:

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

and

Georgia Environmental Protection Division
Hazardous Waste Corrective Action Program
2 Martin Luther King Jr. Drive, SW
Suite 1054 East Tower
Atlanta, GA 30334

Activity and Use Limitation(s). The Property is subject to the following activity and/or use limitations:

- A. **Groundwater.** 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 for any other purpose besides site characterization or remedial purposes is prohibited unless conducted under a plan approved in writing by EPD.
- B. **Non-Residential Use Only.** The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(i). Use of the Property as residential property, as defined in Rule 391-3-19-.02(2)(r), is prohibited unless and until EPD determines in writing that the Property is in compliance with a Type 1 or 2 Risk Reduction Standard ("RRS") for soil and groundwater."

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.

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. In addition, the Grantor shall allow representatives of Hercules LLC to enter the Property at reasonable times to monitor, operate, repair, replace and/or abandon groundwater monitoring wells installed by Hercules LLC on the Property, and to perform and inspect any remedial action conducted at the Property under the oversight of EPD.

This Environmental Covenant shall be enforceable by EPD, Hercules LLC 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, Grantor 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, Grantor 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. Grantor represents and warrants that all of the following are true and correct:

- A. Grantor holds fee simple title to the Property.
- B. Grantor 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 Grantor 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 Grantor nor will it violate, contravene

and/or constitute a breach or default under any agreement, contract, order or instrument to which Grantor is a party or by which Grantor 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, Grantor 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 a copy to:

Hercules LLC
500 Hercules Road
Wilmington, DE 19808
Attn: Remediation Manager

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).

[SIGNATURES ON FOLLOWING PAGES]

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 26 day of August, 2021

Stripling's Golden Isles, LLC

Dennis L Carey

Stripling's Golden Isles, LLC

By: Dennis L Carey

Dated: 8/26/2021

STATE OF Georgia

COUNTY OF Macon

Signed, sealed, and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires 11/16/21
[Notary Seal]



IN WITNESS WHEREOF, Holder **HERCULES LLC** has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act on the 24th day of August, 2021.

HERCULES LLC (Seal)

R. J. Wilkins
By: Richard J. Wilkins
Its: VICE PRESIDENT

Signed, sealed, and delivered
in the presence of:

Dianna Jill Maloy
Notary Public
My Commission Expires July 24, 2022
[Notary Seal]

Dianna Jill Maloy
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires July 24, 2022

For the Environmental Protection Division, Department of Natural Resources, State of Georgia.
this 9 day of January, 2022

Richard Dunn
(Signature)
Richard Dunn
Director, Environmental Protection Division

Signed in the presence of:

Unofficial Witness (signature)

Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed or attested before
me this 9 day of January, 2022 by
Richard Dunn.

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2028

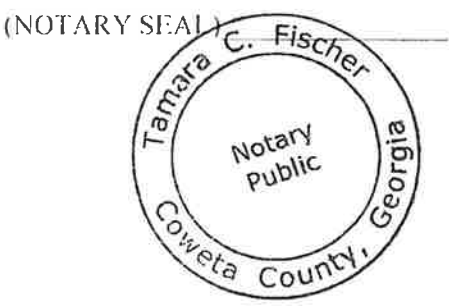


Exhibit A
Legal Description

All that certain lot, tract or parcel of land situate, lying and being in the 26th GMD, City of Brunswick, Glynn County, Georgia and being more particularly described as follows:

Beginning at 1/2" iron rebar found in the west right of way of Warde Street (public, 50' wide); thence leaving said west right of way and continuing South 86 degrees 53 minutes 56 seconds West a distance of 163.61 feet to a capped 1/2" iron rebar set (LSF317); thence North 04 degrees 34 minutes 50 seconds East a distance of 172.34 feet to a capped 1/2" iron rebar set (LSF317); thence North 77 degrees 34 minutes 26 seconds West a distance of 287.79 feet to a magnail with washer set in the east right of way line of U.S. Highway 17 (State Route 25/Glynn Avenue/Ocean Highway) (public, width varies); thence along said east right of way North 12 degrees 24 minutes 32 seconds East a distance of 184.71 feet to a lead and tack set; thence leaving said east right of way and continuing North 85 degrees 23 minutes 20 seconds East a distance of 427.58 feet to a wood post found in the said west right of way of Warde Street; thence along said west right of way South 04 degrees 34 minutes 50 seconds West a distance of 441.04 feet to the point of beginning, containing 132,094 square feet (3.03 acres) of land, more or less.

Exhibit B
Property Map

STATE OF OHIO
SHERIFF
COUNTY OF COLUMBIA

U.S. 17 (GLYNN AVENUE) PUBLIC R/W VARIES

WARDE LANE (50' PUBLIC R/W)

WARDE STREET (50' PUBLIC R/W)

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HERCULES, INC. PROPERTY

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A PORTION OF A
HERCULES, INC.
PROPERTY

HERCULES SURVEYING ENGINEERS P.C.
10000 W. 12TH AVE.
COLUMBUS, OHIO 43240
(614) 291-1111





ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

JAN 9 2022

VIA HAND DELIVERY

Mr. Dennis Carey
Stripling's Golden Isles, LLC
190 Mason Drive
Cobb, Georgia 31735

RE: Executed Uniform Environmental Covenant – Triangle Parcel
2334 Glynn Avenue, Brunswick, Glynn County, Georgia
Tax Parcel # 01-00793

Dear Mr. Carey:

The Georgia Environmental Protection Division (EPD) has approved the Uniform Environmental Covenant submitted for the Triangle Parcel located at 2334 Glynn Avenue, Brunswick, Glynn County, Georgia. The fully executed original is enclosed. Within thirty (30) days of receipt, this covenant is to be filed with the clerk of the Superior Court of Glynn County and recorded in the clerk's deed records pursuant to O.C.G.A. 44-16-8.

Within thirty (30) days of recording, please submit a file-stamped copy of the covenant to EPD. The submittal should include a certification that a file-stamped copy has been sent to each of the parties identified in O.C.G.A. 44-16-7. If you have any questions, please contact Nikki Haborak at (404) 381-7737 or Shannon Ridley at (470) 604-9456.

Sincerely,

Richard E. Dunn
Director

Enclosed: Fully executed Uniform Environmental Covenant – Parcel 01-00793

cc: Beth A. Blalock, Esq., Gilbert, Harrell, Sumerford, & Martin (via email)
Len Diprima, United Consulting (via email)