



Doc ID: 012417770012 Type: COVE  
Recorded: 03/04/2022 at 11:02:00 AM  
Fee Amt: \$25.00 Page 1 of 12  
Douglas County Georgia  
ANNETTA D STEMBRIDGE Clerk Superior

BK **4110** PG **589-600**

✓ *EW*  
After Recording Returns.  
Environmental Protection Division  
Land Protection Branch  
2 Martin Luther King Jr. Dr., SE  
Suite 1054 East  
Atlanta, Georgia 30334-9000

CROSS-REFERENCE:

County: Douglas

Deed Book: \_\_\_\_\_

Page(s): \_\_\_\_\_

FILED

2022 MAR -4 AM 11:02

SUPERIOR/STATE COURT  
DOUGLAS COUNTY, GA  
ANNETTA D. STEMBRIDGE  
CLERK

### 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 Environmental Protection Division (hereinafter "EPD") of the Department of Natural Resources of the State of Georgia as set forth herein.

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

Signal Energy Holdings Company, LLC, f/k/a  
Young Refining Corporation  
7982 Huey Road  
Douglasville, Georgia 30134

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

Signal Energy Holdings Company, LLC, f/k/a  
Young Refining Corporation, and any Successor-in-  
Title to the Property described in the "Property  
Subject" section below  
7982 Huey Road  
Douglasville, Georgia 30134

**Persons with Interests  
other than Fee Simple:**

Bitumar (Georgia), Inc.  
7982 Huey Road  
Douglasville, Georgia 30134

**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 40 acres of real property located at 7982 Huey Road, Douglasville, Douglas County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was

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conveyed on April 1, 1971; April 19, 1974; April 25, 1974; May 29, 1974; October 5, 1976; October 30, 1976; and February 4, 1985 to Young Refining Corporation, now known as Signal Energy Holdings Company, LLC; such conveyances are recorded in Deed Book 155, Page 154; Deed Book 254, Page 113, which is corrected at Book 254, Page 703; Deed Book 257, Page 544; Deed Book 257, Page 544; Deed Book 299, Page 273; Deed Book 300, Page 382; Deed Book 465, Page 513 of the Douglas County deed records. The Property is located in Land Lots 742, 743, 824, and 825 of the 18th District and 2nd Section of Douglas County, Georgia.

The tax parcel(s) of the Property are 07431820006, 07431820007, 07431820009, 0825182B002, and 0825182B015 of Douglas 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 Signal Energy Holdings Company, LLC, the Environmental Protection Division of the Department of Natural Resources of the State of Georgia, 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 Signal Energy facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Hazardous Waste Corrective Action Program  
Land Protection Branch  
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. Real Property. The Property shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(r).
- B. 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 is prohibited unless conducted under a plan approved in writing by EPD.

**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. 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 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 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, Signal Energy Holdings Company, 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, Signal Energy Holdings Company, 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).** Signal Energy Holdings Company, LLC represents and warrants that all of the following are true and correct:

- A. Signal Energy Holdings Company, LLC, f/k/a Young Refining Corporation, holds fee simple title to the Property.
- B. Signal Energy Holdings Company, 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 Signal Energy Holdings Company, LLC 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 Signal Energy Holdings Company, LLC nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which Signal Energy Holdings Company, LLC is a party or by which Signal Energy Holdings Company, LLC may be bound.
- D. Signal Energy Holdings Company, LLC has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD.
- 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, Signal Energy Holdings Company, 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 a copy to:

Signal Energy Holdings Company, LLC, f/k/a  
Young Refining Corporation  
517 Cassell Lane SW  
Roanoke, Virginia 24014

**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 has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16 day of FEBRUARY, 2021.2022

Signed, sealed, and delivered in the presence of:

For the Grantor:

[Signature]  
Unofficial Witness (signature)

Signal Energy Holdings Company, LLC  
Name of Grantor & Grantee/Holder with power to enforce (print)

SEAN SENDRY  
Unofficial Witness (print)

[Signature]  
Authorized Representative of Grantor & Grantee/Holder with power to enforce (signature)

1106 Belcraft Ct.  
Roanoke, VA 24018  
Unofficial Witness Address (print)

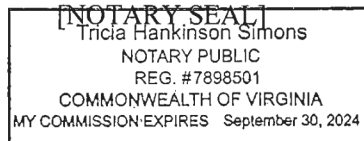
Michael Hudson  
Authorized Representative Name (print)

[Signature]  
Notary Public (signature)

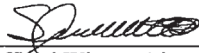
President; CEO  
Title of Authorized Representative (print)

Dated: 9/17/21

My commission expires: 9/30/2024



Signed, sealed, and delivered in the presence of:



Unofficial Witness (signature)

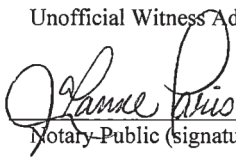
Sylvain Ouellette

Unofficial Witness (print)

20, Des Europeens

Laval, Qc, Canada

Unofficial Witness Address (print)



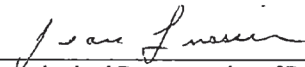
Notary Public (signature)

My commission expires:

March 15, 2024

For Bitumar (Georgia), Inc.:

Bitumar (Georgia), Inc.

Name of Person with Other than Fee Simple  
Interest (print)Authorized Representative of Person with Other  
than Fee Simple Interest (signature)

Jean Lussier

Authorized Representative Name (print)

President

Title of Authorized Representative (print)

Dated: August 9, 2021



[NOTARY SEAL]



Signed, sealed, and delivered in the presence of:

For the State of Georgia


Environmental Protection Division:

  
Unofficial Witness (signature)  
Unofficial Witness (print)

Signature

Richard E. Dunn  
DirectorDated: 2/16/22

Unofficial Witness Address (print)

  
Notary Public (signature)

[NOTARY SEAL]

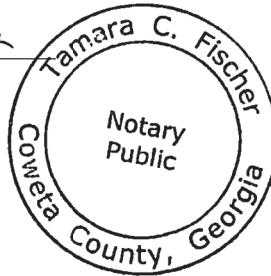
My commission expires: 1-27-2022



Exhibit A  
Legal Description of Property

EXHIBIT "A"LEGAL DESCRIPTION

ALL THAT TRACT of parcel of land lying and being in Land Lots 742, 743, 824 and 825 of the 18th District and 2nd Section of Douglas County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the southeasterly edge of the right of way of Huey Road (50 foot right of way) and the northerly edge of the right of way of the Norfolk Southern Railroad (200 foot right of way); and proceed thence in a northeasterly direction along the northerly edge of the right of way of the Norfolk Southern Railroad 708.99 feet to a 5/8ths inch iron pin set, said point being the TRUE POINT OF BEGINNING; thence North 17 degrees 11 minutes 49 seconds West 361.82 feet to an iron pin set; thence North 85 degrees 49 minutes 37 seconds West 448.67 feet to a point on the easterly edge of the right of way of Huey Road; thence North 07 degrees 48 minutes 54 seconds West along the right of way of Huey Road 44.34 feet to a point; thence South 85 degrees 49 minutes 37 seconds East 493.79 feet to a nail set; thence North 05 degrees 25 minutes 42 seconds West 365.80 feet to a 5/8ths inch iron pin set; thence South 82 degrees 08 minutes 32 seconds West 280.40 feet to a 5/8ths inch iron pin set; thence South 47 degrees 27 minutes 41 seconds West 265.79 feet to a 5/8ths inch iron pin set on the easterly edge of the right of way of Huey Road; thence in a northerly direction along the easterly edge of the right of way of Huey Road the following courses and distances: North 08 degrees 36 minutes 40 seconds West 142.11 feet to a point; thence following a curve to the left an arc distance of 296.48 feet to a point (said arc having a radius of 3061.72 feet and being subtended by a chord bearing North 11 degrees 23 minutes 07 seconds West a distance of 296.36 feet); thence North 11 degrees 37 minutes 58 seconds West 111.46 feet to a point; thence following a curve to the right an arc distance of 88.30 feet to a point (said arc having a radius of 672.46 feet and being subtended by a chord bearing North 06 degrees 01 minute 12 seconds West a distance of 88.24 feet); thence departing the right of way of Huey Road and proceeding South 84 degrees 39 minutes 52 seconds East 276.55 feet to an axle found; thence North 02 degrees 38 minutes 14 seconds East 99.68 feet to a 2-inch open top pipe found; thence South 82 degrees 14 minutes 35 seconds East 357.61 feet to an axle found; thence North 08 degrees 40 minutes 33 seconds East 329.46 feet to an iron pin found; thence South 83 degrees 36 minutes 35 seconds East 652.21 feet to a 5/8ths inch iron pin set; thence North 12 degrees 16 minutes 02 seconds East 170.00 feet to a 1-inch iron pin found; thence South 41 degrees 48 minutes 07 seconds East 502.24 feet to a 5/8ths inch iron pin set; thence South 13 degrees 26 minutes 38 seconds East 903.28 feet to a 5/8ths inch iron pin set on the northerly edge of the right of way of Norfolk Southern Railroad; thence in a westerly direction along the northerly edge of the right of way of Norfolk Southern Railroad the following courses and distances: South 75 degrees 22 minutes 09 seconds West 906.11 feet to a point; thence following a curve to the left an arc distance of 110.58 feet to a point (said arc having a radius of 2710.81 feet and being subtended by a chord bearing South 74 degrees 12 minutes 02 seconds West a distance of 110.57 feet); thence following a curve to the left an arc distance of 116.67 feet to a point (said arc having a radius of 988.91 feet and being subtended by a chord bearing South 71 degrees 35 minutes 45 seconds West a distance of 116.60 feet); thence following a curve to the left an arc distance of 143.42 feet to a point (said arc having a radius of 2890.88 feet and being subtended by a chord bearing South 66 degrees 47 minutes 41 seconds West a distance of 143.40 feet); said point being the true point of beginning.

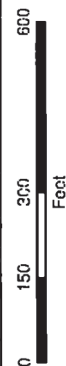
The captioned premises being shown upon a boundary survey for Young Refining Corporation prepared July 18, 2003, last revised December 12, 2003, by Armstrong Land Surveying, Inc., Robert T. Armstrong, Surveyor, which plat of survey by reference thereto is incorporated in this description.

TOGETHER WITH easement rights granted by B & G Lumber Co., Inc. to Cracker Asphalt Corporation dated April 22, 1956, filed May 9, 1956 in Deed Book 21, Page 447, Douglas County, Georgia Records.

Exhibit B  
Map of Property



Approximate Property Boundary



GISSignet, Image, GIS, SPC, AFS, Map for TPA, mxd

Signal Energy Holdings Company, LLC.  
7982 Huey Road  
Douglasville, Georgia: Douglas County  
Tax Parcels: 07431820006, 07431820007, 07431820009, 0825182B002, & 0825182B015

**Exhibit B**





Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Approximate Property Boundary



Signal Energy Holdings Company, LLC.  
7982 Huey Road  
Douglasville, Georgia; Douglas County  
Tax Parcels: 07431820006, 07431820007, 07431820009, 0825182B002, & 0825182B015

Exhibit B