

Deed Doc: COVE  
Recorded 10/13/2023 03:38PM  
SHERRY GONZALEZ, Clerk Superior  
Court  
Peach County, Ga.  
Bk 00710 Pg 0243-0250  
Participants: 5772237663  
PT-61#

After Recording Return to:  
AAA Asphalt, Inc.  
c/o William J. Sheppard  
Weinberg, Wheeler, Hudgins,  
Gunn & Dial, LLC  
3344 Peachtree Road, Suite 2400  
Atlanta, Georgia 30326

CROSS-REFERENCE:  
Deed Book 100, page 667  
Deed Book 132, page 557  
Peach County, Georgia

### **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 AAA Asphalt Products, Inc. and the State of Georgia, Department of Natural Resources, Environmental protection Division (hereinafter "EPD") and subjects the property identified below to the activity and/or use limitations and other requirements. And grants other rights in favor of EPD and AAA Asphalt Products, Inc. as set forth herein.

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

AAA Asphalt Products, Inc.  
c/o Sherri Rollins, CEO/ President  
P.O. Box 697  
Gray, Georgia 31032

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

AAA Asphalt Products, Inc.  
c/o Sherri Rollins, CEO/President  
P.O. Box 697  
Gray, Georgia 31032

**Grantee/Entity with  
express power to enforce:**

State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
Director's Office  
Environmental Protection Division  
2 Martin Luther King Jr. Drive, SE  
Suite 1456 East Tower  
Atlanta, Georgia 30334

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

B&B Asphalt, LLC  
P.O. Box 483  
Gray, Georgia 31032

**Property Subject**

The property subject to this Environmental Covenant is a tract of approximately 23.4 acres of real property located at 329 Smith Road, Byron, Peach County, Georgia 31008, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed to AAA Asphalt in two transactions that occurred on April 28, 1988 and August 20, 1992; such conveyances are recorded in Deed Book 100, Page 667, and in Deed Book 132, Page 557 of Peach County, Georgia deed records. The Property is located in Land Lot 80 of the 5th District of Peach County, Georgia.

The tax parcel number for the Property is Parcel No. 065D 021, of Peach County, Georgia.

A legal description of the Property is attached as Exhibit A and a map of the Property is attached as Exhibit B. The Property is referred to as "Tract 1" in 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 AAA Asphalt Products, Inc. and LESSEE 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 Property. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King Jr. Drive, SE  
Suite 1054 East Tower  
Atlanta, Georgia 30334  
Monday-Friday 8:00 AM to 4:30 PM, excluding state holidays

### **Activity and Use Limitations and Other Requirements Arising Corrective Action**

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 any other non-remedial purposes shall be prohibited.
- B. ***Other Requirements*** –
  - (i) Notice of Limitation and Requirements in Future Conveyances - Each deed, security deed, easement, lease, sublease, or other instrument hereafter conveying any interest in or possession of the Property (or any portion thereof) shall include a statement that the Property is subject to this Environmental Covenant, shall include a copy of the Environmental Covenant, and shall include a reference to the location in the Deed Records where the Environmental Covenant is recorded.
  - (ii) 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 AAA Asphalt Products, Inc. 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 AAA Asphalt Products, Inc. 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, AAA Asphalt Products, Inc., 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, AAA Asphalt Products, Inc. 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. Within thirty (30) days after recording the Environmental Covenant, AAA Asphalt Products, Inc. shall send a copy of the recorded Environmental Covenant to EPD and to each of the following: (1) each person holding a recorded interest in the Property; (2) each person in possession of the Property or any portion thereof; (3) each municipality, county, consolidated government, or other unit of local government in which the Property or any portion thereof is located; and (4) each owner in fee simple whose property abuts the Property.

### **Representations and Warranties by Grantor(s).**

AAA Asphalt Products, Inc. represents and warrants, to the best of its knowledge, information and belief, that:

- A. AAA Asphalt Products, Inc. holds fee simple title to the Property.
- B. AAA Asphalt Products, Inc. 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 AAA Asphalt Products, Inc. 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 AAA Asphalt Products, Inc., nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which AAA Asphalt Products, Inc. is a party or by which AAA Asphalt Products, Inc. may be bound.
- D. There are no persons other than AAA Asphalt Products, Inc. with existing recorded 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, AAA Asphalt Products, Inc. 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, Georgia 30334

With a copy to:

AAA Asphalt Products, Inc.  
c/o Sherri Rollins, CEO/President  
P.O. Box 697  
Gray, Georgia 31032

### **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 CONTAINED ON FOLLOWING PAGES]

**GRANTOR:**

The undersigned Grantor has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 5 day of September, 2023.

AAA ASPHALT PRODUCTS, INC.,  
a Georgia corporation

By: *Sherri Rollins*  
Name: Sherri Rollins  
Its: CEO/President

Signed in the presence of:

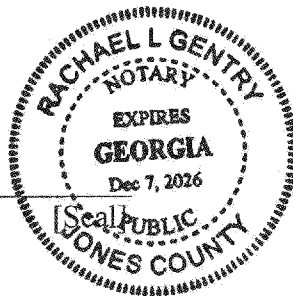
*Heidi Hutz*  
Print Name: Heidi Hutz  
Unofficial Witness

State of Georgia  
County of Jones

This instrument was signed or attested before me this 5th day of September, 2023 by

- [ ☒ ] Personally Known  
[ ☐ ] Produced Identification

*Rachael Gentry*  
NOTARY



My commission expires: Dec. 7, 2026

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

**GRANTEE:**

The undersigned Grantee has caused this Environmental Covenant to be executed pursuant to the Georgia Uniform Environmental Covenants Act on the 5 day of September, 2023.

AAA ASPHALT PRODUCTS, INC.,  
a Georgia corporation

By: *Sherri Rollins*

Name: Sherri Rollins  
Its: CEO/President

Signed in the presence of:

*Heidi M. Hintz*

Print Name: Heidi M. Hintz  
Unofficial Witness

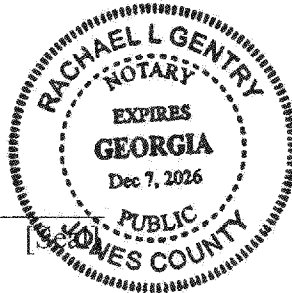
State of Georgia

County of Jones

This instrument was signed or attested before me this 5th day of September, 2023 by

- [ ☒ ] Personally Known  
[ ☒ ] Produced Identification

*Rachael L Gentry*  
NOTARY

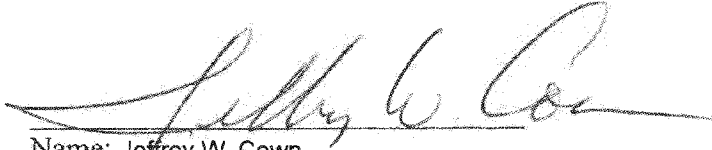


My commission expires: Dec 7, 2026

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

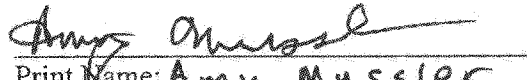
**EPD:**

For the Environmental Protection Division, Department of Natural Resources, State of Georgia,  
this 11<sup>th</sup> day of October, 2023.



Name: Jeffrey W. Cown  
Its: Director

Signed in the presence of:

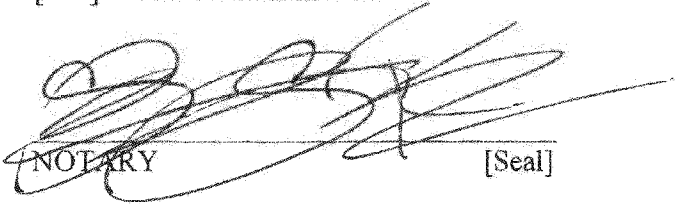


Print Name: Amy Mussler  
Unofficial Witness

State of Georgia  
County of Fulton

This instrument was signed or attested before me this 11 day of October, 2023 by

- ☒ Personally Known  
☐ Produced Identification



NOTARY [Seal]

My commission expires: July 9, 2027

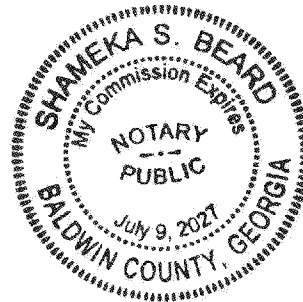




Exhibit A  
Legal Description of Property

All that tract or parcel of land lying and being in Land Lot 80 of the 5th District of Peach County, Georgia and being more particularly described as Tract 1, containing 23.423 acres, more or less, as shown on a Property Survey and Division for Oconee Concrete Company, prepared by Phillip H. Chivers, Georgia Registered Professional Land Surveyor No. 2658, dated June 18, 2015 and recorded in Plat Book 28, Page 22, Peach County, Georgia Superior Court records, which plat is incorporated herein by reference for a more complete and accurate description of the property.

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