After Recording Return to:

Georgia Environmental Protection Division Response and Remediation Program 2 Martin Luther King, Jr. Drive, SE Suite 1462 East Atlanta, Georgia 30334



Filed and Recorded

6/17/2016 9:38:13 AM

Debra DeBerry

Clerk of Superior Count

DeKalb County, Georgia

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, et seq. This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor:

Emory University

c/o Mr. Michael J. Mandl,

Executive Vice President for Business and Administration

408 Administration Building

201 Dowman Drive Atlanta, GA 30322

Grantee/Holder:

Emory University

c/o Mr. Michael J. Mandl,

Executive Vice President for Business and Administration

408 Administration Building

201 Dowman Drive Atlanta, GA 30322

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

Parties with interest in the Property:

None

Property:

The property subject to this Environmental Covenant is the Emory North Decatur Road Site, Georgia Hazardous Site Response Act (HSRA) Hazardous Site Inventory (HSI) Site Number 10121 (hereinafter "Property"), located at 1784 North Decatur Road in Atlanta, DeKalb County, Georgia. This tract of land was conveyed on February 10, 1988 from H. B. Hutchinson, Jr. (deceased) to Emory University recorded in Deed Book 6058, Page 449, DeKalb County Records. The Property is located in Land Lot 52 and 53 of the 18th District of DeKalb County, Georgia and was divided in the DeKalb County records by permit number 18883 (LDP No. 18784) as Lot #3.

The Property is an irregularly shaped, 4.425-acre tract labeled "Lot #3" (property tax parcel ID 18-053-03). The Property (Lot #3) is bound to the south by North Decatur Road, and partially bound to the north by Gambrell Drive. A complete legal description of the property is attached as Exhibit A and a map of the Lot Division Plat illustrating Lot #3 is attached as Exhibit B.

Tax Parcel Number(s):

18 053 03-010 of DeKalb County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- Corrective Action Plan (CAP) for Perchloroethylene (PCE) Impacts, Former Dry Cleaner Site Adjacent to Automotive Repair and Servicing Facility, Emory University dated September 1993;
- Revised Corrective Action Plan dated 2000;
- 2012 Corrective Action Effectiveness Report dated March 14, 2013; and,
- Voluntary Remediation Program Application and Remediation Plan dated January 2014, VRP CSR.
- These documents are available at the following locations:

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

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. The Emory North Decatur Road site is currently listed on the Georgia HSI No. 10121 pursuant to the HSRA program administered by the Georgia Environmental Protection Division (hereinafter "EPD"), due to a release of tetrachloroethylene (PCE) along with its associated degradation products to soil and groundwater. In 1995, the soil and groundwater remedial systems were installed in accordance with the original Corrective Action Plan (CAP). The remedial systems consisted of fourteen soil vapor recovery wells and four groundwater recovery wells. In July 1996, Emory University requested approval from EPD to discontinue the operation of the soil vapor extraction (SVE) system for soil remediation because the soils at the site met the Type 1 Risk Reduction Standards (RRS). Emory has continued to operate a pump and treat groundwater remediation system at the site since 1995 to remediate the PCE impacted groundwater. In 2014, Emory applied to the VRP and submitted a remediation plan. The VRP remediation plan proposes to discontinue the pump and treat remediation and utilize groundwater use controls/limitations and natural attenuation processes to protect human health and the environment. Contact the property owner or the EPD for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 et seq. by Emory University, its successors and assigns, Emory University and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of PCE occurred on the Property. PCE is a "regulated substance" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the installation and maintenance of institutional controls (limitation on use of groundwater at site) to protect human health and the environment.

Grantor, Emory University (hereinafter "Emory"), hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Emory and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 et seq., and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity 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 any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from excising any authority under applicable law.

Emory makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant pursuant to O.C.G.A. § 44-16-9 and 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Emory, EPD and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, its successors and assigns, Emory or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

- 1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
- 2. Notice. The Owner of the Property must give thirty (30) day written notice to EPD subsequent to conveyance of any title in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action.
- 3. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the DeKalb County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited.
- 4. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other use shall be prohibited until HSRA regulated substances are treated to below the applicable RRS for groundwater. Any extracted groundwater from construction or utility work dewatering activities should be managed and disposed of in accordance with applicable rules and regulations. Should any dewatering of groundwater construction or utility work purposes be necessary, a sanitary sewer system discharge permit should be acquired from DeKalb County. The extracted water should be pretreated to DeKalb County requirements prior to discharge into the sanitary sewer system. Extracted groundwater should not be discharged into the storm water system or surface waters. All management of impacted groundwater should be done in accordance with all applicable local, state and federal rules and regulations governing the management of such material. Prior to conducting construction or subsurface utility work that may result in exposure to groundwater, a worker must have appropriate HAZWOPER training per OSHA's Hazardous Waste Operations and Emergency Response Standard 29 CFR 1910.120, and perform the work in accordance with a Health and Safety Plan prepared by a qualified safety professional.
- 5. <u>Groundwater Monitoring.</u> The Owner shall sample and analyze select wells annually for two (2) years or a lesser period if approved by EPD unless the Director determines that further monitoring is necessary to protect human health and the environment. Test results shall be submitted to EPD on December 31 of each year.
- 6. Right of Access. In addition to any rights already possessed by EPD and/or Emory, the Owner shall allow authorized representatives of EPD the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.
- 7. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Recorders of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the covenant, (2) each person in possession of the real property subject to the covenant, (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
- 8. <u>Termination or Modification.</u> The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in

- compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 et seq.
- 9. <u>Severability</u>. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 10. No EPD Interest in Property Created. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 8 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d);
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division Branch Chief Land Protection Branch 2 Martin Luther King Jr. Drive SE Suite 1054 East Tower Atlanta, GA 30334

Emory University c/o Scott Thomaston 1762 Clifton Road Suite 1200 Atlanta, GA 30322

With copies to:

Emory University
Office of the General Counsel
c/o Mr. Adrian L. Jackson, Esq.
201 Dowman Drive
103 Administration Building
Atlanta, GA 30322

Grantor has caused this Environmental Covenant Environmental Covenants Act, on the 26 d	to be executed pursuant to The Georgia Uniform lay of May, 20/6.
Signed, sealed, and delivered in the presence of: White Tucker Unofficial Witness (Signature) Unofficial Witness Name (Print) 201 Downan Drive Atlanta, GA 30322 Unofficial Witness Address (Print) Jacka L. Hand Notary Public (Signature) My Commission Expires: 09 15 2017	For the Grantor: Embry University Name of Grantor (Print) Grantor's Authorized Representative (Signature) Michael J. Mand Authorized Representative Name (Print) Executive Vice President for Business Administratile of Authorized Representative Title of Authorized Representative Dated: 12 2 2015 (NOTARY SEAL) Comm. Exp. 69/15/17
Signed, sealed, and delivered in the presence of: Oral Mullul Unofficial Witness (Signature) Doralyn S Kirkland Unofficial Witness Name (Print) O martin Luther King Jir Dr Atlanta Georgia 30334 Unofficial Witness Address (Print)	For the State of Georgia Environmental Protection Division: (Seal) (Standard) Judson H. Turner Director Dated: 5/26/2014 (NOTARY SEAL)
Notary Public (Signature) My Commission Expires: 5/18/2010	ON SLIC

<SIGNATURE BLOCK FOR HOLDER OR OTHER APPLICABLE PARTIES>

Exhibit A Legal Description ALL THAT TRACT or parcel of land lying and being in Land Lot 52 and 53 of the 18th District, DeKalb County, Georgia and being more particularly described as follows:

COMMENCING at a point on the mitered intersection of the Northwesterly right-of-way of North Decatur Road and the Easterly right-of-way of Clifton Road: THENCE proceeding NORTH 65 DEGREES 42 MINUTES 17 SECONDS EAST a distance of 322.87 feet to a point; THENCE proceeding SOUTH 28 DEGREES 18 MINUTES 45 SECONDS EAST a distance of 20.20 feet to a point; THENCE proceeding NORTH 61 DEGREES 30 MINUTES 02 SECONDS EAST a distance of 25.20 feet to a point and POINT OF BEGINNING; THENCE proceeding NORTH 00 DEGREES 41 MINUTES 24 SECONDS WEST a distance of 314.05 feet to a point; THENCE proceeding SOUTH 89 DEGREES 23 MINUTES 49 SECONDS WEST a distance of 38.95 feet to a point; THENCE proceeding NORTH 00 DEGREES 40 MINUTES 15 SECONDS WEST a distance of 110.00 feet to a point; THENCE proceeding NORTH 87 DEGREES 53 MINUTES 28 SECONDS EAST a distance of 364.22 feet to a point; THENCE along a curve to the left an arc length of 64.19 feet and having a radius of 50.00 feet and a chord bearing of NORTH 51 DEGREES 06 MINUTES 57 SECONDS EAST, and a chord distance of 59.87 feet; THENCE proceeding NORTH 14 DEGREES 20 MINUTES 26 SECONDS EAST a distance of 107.50 feet to a point; THENCE proceeding NORTH 71 DEGREES 41 MINUTES 12 SECONDS EAST a distance of 203.48 feet to a point; THENCE proceeding SOUTH 09 DEGREES 11 MINUTES 37 SECONDS EAST a distance of 211.45 feet to a point; THENCE along a curve to the right an arc length of 229.78 feet having a radius of 2352.84 feet and a chord bearing of SOUTH 50 DEGREES 38 MINUTES 06 SECONDS WEST and a chord distance of 229.69 feet; THENCE proceeding SOUTH 52 DEGREES 28 MINUTES 57 SECONDS WEST a distance of 12.66 feet to a point; THENCE proceeding SOUTH 52 DEGREES 54 MINUTES 25 SECONDS WEST a distance of 36.74 feet to a point; THENCE proceeding SOUTH 53 DEGREES 19 MINUTES 31 SECONDS WEST a distance of 10.17 feet to a point; THENCE proceeding SOUTH 57 DEGREES 12 MINUTES 27 SECONDS WEST a distance of 47.02 feet to a point; THENCE proceeding SOUTH 32 DEGREES 08 MINUTES 02 SECONDS EAST a distance of 20.10 feet to a point; THENCE proceeding SOUTH 58 DEGREES 38 MINUTES 18 SECONDS WEST a distance of 37.23 feet to a point; THENCE proceeding SOUTH 59 DEGREES 31 MINUTES 45 SECONDS WEST a distance of 78.24 feet to a point; THENCE proceeding SOUTH 60 DEGREES 30 MINUTES 47 SECONDS WEST a distance of 79.21 feet to a point; THENCE proceeding SOUTH 60 DEGREES 26 MINUTES 42 SECONDS WEST a distance of 206.57 feet to a point; THENCE proceeding SOUTH 61 DEGREES 39 MINUTES 44 SECONDS WEST a distance of 20.86 feet to a point; THENCE proceeding SOUTH 61 DEGREES 30 MINUTES 02 SECONDS WEST a distance of 25.20 feet to a point; THENCE proceeding NORTH 28 DEGREES 18 MINUTES 45 SECONDS WEST a distance of 20.20 feet to a point; THENCE proceeding SOUTH 65 DEGREES 42 MINUTES 17 SECONDS WEST a distance of 322.87 feet to a point and POINT OF BEGINNING.

Said parcel contains 192,734 Square Feet or 4.425 Acres and being Lot 3 on that certain lot consolidation plat for Emory University recorded in Plat Book 227, Page 96, DeKalb County, Georgia records.

Exhibit B Lot Division Plat With Property Labeled "Lot #3"

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LAND LOTS 52 & 53
OF THE 18TH DISTRICT,
DEKALB COUNTY, GEORGIA DeKALB COUNTY PLANNING AND SUSTAINABILITY FILE 18883.

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