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J. STEVEN BLOODWORTH
Licensed in Georgia and Florida

OF COUNSEL

January 7, 2021

J. WAYNE CROWLEY
CHARLES M. LEVERETT

Environmental Protection Division
Director's Office
2 Martin Luther King Jr. Drive
Suite 1456 East Tower
Atlanta, GA 30334

Re: *Mercer University Triangle*
HSI Site No. 10779
1535 Montpelier Avenue
Macon-Bibb County, Georgia

Dear Director Dunn:

Enclosed please find the following documents:

1. A file-stamped copy of the covenant; and
2. A Certificate pursuant to O.C.G.A. 44-16-7.

If you have any questions, please contact me.

Sincerely,


J. Wayne Crowley

cc: Jason A. Cooper, P.E.

Type: GEORGIA LAND RECORDS
Recorded: 1/6/2021 1:56:00 PM
Fee Amt: \$25.00 Page 1 of 11
Bibb County Superior Court
Erica Woodford Clerk

Participant ID: 9914179665

After Recording Return to:
BK 10751 PG 54 v 64

William G. Solomon, IV
Senior Vice-President and General Counsel
Mercer University
1501 Mercer University Drive
Macon, GA 31207

CROSS-REFERENCE:

County: Bibb
Deed Book 2989, Page 243
Deed Book 6142, Pages 177-178
Deed Book 6142, Pages 179-180

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 The Corporation of Mercer University as set forth herein.

Fee Simple Owner(s)/Grantor(s): The Corporation of Mercer University
Attn: William G. Solomon, IV
1501 Mercer University Drive
Macon, GA 31207

Grantee/Holder with the power to enforce: The Corporation of Mercer University
Attn: William G. Solomon, IV
1501 Mercer University Drive
Macon, GA 31207

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 0.229 acres of real property located at 1535 Montpelier Ave., Bibb County, Georgia, which is further identified by the tax parcel ID number below (hereinafter "Property"). The Property was conveyed to The Corporation of Mercer University; by various conveyances as follows:

- (1) Edna Saloom Assad to The Corporation of Mercer University by warranty deed dated January 7, 1997 and recorded in Deed Book 2989, Page 243;

(2) City of Macon to The Corporation of Mercer University by quitclaim deed dated March 3, 2004 and recorded in Deed Book 6142, Pages 177-178; and

(3) City of Macon to The Corporation of Mercer University by quitclaim deed dated March 3, 2004 and recorded in Deed Book 6142, Pages 179-180, Clerk's Office, Bibb Superior Court.

The Property is located in Block 65, Southwest Commons of the City of Macon, Bibb County, Georgia.

The tax parcel of the Property is Tax Parcel ID number PO8200755651A of Macon-Bibb 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 The Corporation of Mercer University, 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 Mercer Triangle facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

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

Geotechnical & environmental Consultants, Inc.
514 Hillcrest Industrial Blvd.
Macon, GA 31204
M-F 8:00 AM to 4:30 PM, by appointment

Notice: This Property is a tract that has been listed on the State's Hazardous Site Inventory at HSI #10779_ and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the Property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

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 for 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. It is anticipated that landscaping and lawn maintenance are the only activities that will take place on the parcel. Should there be a need to excavate greater than 2 feet below surface elevation, environmental monitoring will be provided.

B. Groundwater – The use or extraction of groundwater beneath the Property for drinking water or any other non-remedial purpose is prohibited.

C. Potential Vapor Intrusion - No enclosed structures are proposed for the Property development, nor are any enclosed structures planned. Therefore, there is no current potential for vapor intrusion within interior spaces due to the VOCs identified in groundwater at the Property, and a vapor pathway evaluation is not warranted based on the intended use. If structures are built on the Property as part of redevelopment, then the vapor intrusion pathway must be reassessed and mitigated as necessary.

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 The Corporation of Mercer University. 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 and The Corporation of Mercer University 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, The Corporation of Mercer University 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, The Corporation of Mercer University 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, The Corporation of Mercer University 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). The Corporation of Mercer University represents and warrants that all of the following are true and correct:

- A. The Corporation of Mercer University holds fee simple title to the Property.
- B. The Corporation of Mercer University 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 The Corporation of Mercer University 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 The Corporation of Mercer University nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which The Corporation of Mercer

University is a party or by which The Corporation of Mercer University 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, The Corporation of Mercer University 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:

William G. Solomon, IV
Senior Vice-President and General Counsel
Mercer University
1501 Mercer University Drive
Macon, GA 31207

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

The Corporation of Mercer University (SEAL)

By: James S. Netherton
James S. Netherton as its Executive
Vice-President for Administration and Finance

Signed in the presence of:

W. G. Solomon
Unofficial Witness (signature)

WILLIAM G. SOLOMON
Unofficial Witness (print name)

State of Georgia
County of Bibb

This instrument was signed, sealed and
delivered in my presence this
26th day of OCTOBER, 2020 by
James S. Netherton

Personally Known
 Produced Identification

Helen Fernandez
Notary Public (Signature)

My Commission Expires:

(NOTARY SEAL)



For the Environmental Protection Division, Department of Natural Resources, State of Georgia,
this 19 day of December, 2020:

[Handwritten Signature]
(Signature)

Richard E. Dunn
Director, Environmental Protection Division
2 Martin Luther King, Jr. Drive, SE
Suite 1456 East Tower
Atlanta, GA 30334

Signed in the presence of:
[Handwritten Signature]
Unofficial Witness (signature)

LaQuetta Farvell
Unofficial Witness (print name)

State of Georgia
County of Fulton

This instrument was signed, sealed and
delivered in my presence this
19 day of December, 2020, by
Richard E. Dunn.

Personally Known
 Produced Identification

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

(NOTARY SEAL)

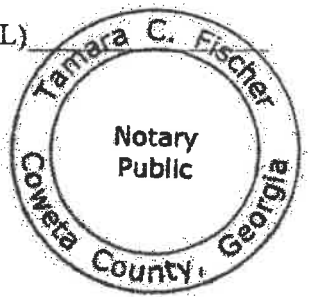


Exhibit A
Legal Description of Property

**LEGAL DESCRIPTION
1535 MONTPELIER AVENUE
PARCEL "A"**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN A PORTION OF BLOCK 1, HUGUENIN HEIGHTS, MACON-BIBB COUNTY, GEORGIA, SAID TRACT OR PARCEL OF LAND CONTAINING 0.229 ACRES OR 9,979 SQ. FT., MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT,

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF MONTPELIER AVENUE (50' R/W) AND THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 75 (R/W VARIES), SAID CONCRETE MONUMENT HAVING GEORGIA STATE PLANE NAD 83 WEST ZONE COORDINATES OF N:1,030,782.11, E:2,454,649.84, SAID CONCRETE MONUMENT ALSO BEING THE **POINT OF REFERENCE**.

THENCE, PROCEEDING ALONG THE NORTHERLY RIGHT-OF-WAY OF MONTPELIER AVENUE (50' R/W), N89°54'36"E FOR A DISTANCE OF 73.64 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, S89°51'45"E FOR A DISTANCE OF 82.01 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, S76°11'29"E FOR A DISTANCE OF 67.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, S89°51'46"E FOR A DISTANCE OF 62.96 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, S89°51'49"E FOR A DISTANCE OF 104.62 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, N70°30'57"E FOR A DISTANCE OF 29.78 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, S89°51'46"E FOR A DISTANCE OF 66.57 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE, N65°51'18"E FOR A DISTANCE OF 15.20 FEET TO A MAG NAIL & WASHER SET ON SAID NORTHERLY RIGHT-OF-WAY OF MONTPELIER AVENUE (50' R/W), SAID POINT HAVING GEORGIA STATE PLANE NAD83 WEST ZONE COORDINATES OF N:1,030,781.63, E:2,455,146.65, SAID POINT BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY OF MONTPELIER AVENUE (50' R/W) N35°13'08"E FOR A DISTANCE OF 46.87 FEET TO A MAG NAIL & WASHER SET; THENCE, N35°16'48"E FOR A DISTANCE OF 10.02 FEET TO A MAG NAIL & WASHER SET; THENCE, N35°04'55"E FOR A DISTANCE OF 25.09 FEET TO A MAG NAIL & WASHER SET; THENCE, N35°04'55"E FOR A DISTANCE OF 116.83 FEET TO A MAG NAIL & WASHER SET ALONG THE SOUTHERLY RIGHT-OF-WAY OF COLEMAN AVENUE (60' R/W); THENCE, PROCEEDING ALONG THE SOUTHERLY RIGHT-OF-WAY OF COLEMAN AVENUE (60' R/W) S55°23'48"E FOR A DISTANCE OF 27.61 FEET TO A 1/2" REBAR & CAP SET ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE, ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING OF S27°01'58"E, A CHORD DISTANCE OF 27.94 FEET, AN ARC LENGTH OF 28.22 FEET, AND A RADIUS OF 57.50' TO A MAG NAIL & WASHER SET ON THE RIGHT-OF-WAY LINE; THENCE, S15°46'26"E FOR A DISTANCE OF 41.47 FEET TO A MAG NAIL & WASHER SET ON THE RIGHT-OF-WAY LINE; THENCE, S29°12'28"W FOR A DISTANCE OF 24.75 FEET TO A MAG NAIL & WASHER SET ALONG THE NORTHERLY RIGHT-OF-WAY OF MONTPELIER AVENUE (50' R/W); THENCE, PROCEEDING ALONG THE NORTHERLY RIGHT-OF-WAY OF MONTPELIER AVENUE (50' R/W) S74°11'22"W FOR A DISTANCE OF 39.42 FEET TO A POINT ON A LINE; THENCE, S65°52'00"W FOR A DISTANCE OF 26.54 FEET TO A MAG NAIL & WASHER SET; THENCE S65°51'12"W A DISTANCE OF 95.18 FEET TO THE AFORESAID MENTIONED **POINT OF BEGINNING**.

Exhibit B
Map of Property

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STATE OF GEORGIA
DEPARTMENT OF REVENUE
RECORDS SECTION

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CORPORATION OF MERCER UNIVERSITY, AS SHOWN ON THE MAP HEREON, AND THAT THE SAME IS SUBJECT TO THE TAXES AND DUTIES THEREON AS PROVIDED BY LAW.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Department of Revenue at the City of Atlanta, Georgia, this 15th day of August, 1978.

 COMMISSIONER OF REVENUE

GENERAL NOTES:

1. THIS SURVEY WAS MADE BY THE SURVEYOR ON THE GROUND AND BY MEANS OF THE INSTRUMENTS AND METHODS HEREIN SPECIFIED.
2. THE BOUNDARIES OF THE PROPERTY ARE SHOWN BY THE LINES AND POINTS HEREON.
3. THE AREA OF THE PROPERTY IS SHOWN BY THE HATCHING HEREON.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.

PROPERTY DATA:

TRACT NO. _____
 BLOCK NO. _____
 LOT NO. _____

OWNER:
 THE CORPORATION OF MERCER UNIVERSITY
 1535 MONTPELIER AVENUE
 MACON, GEORGIA 31204

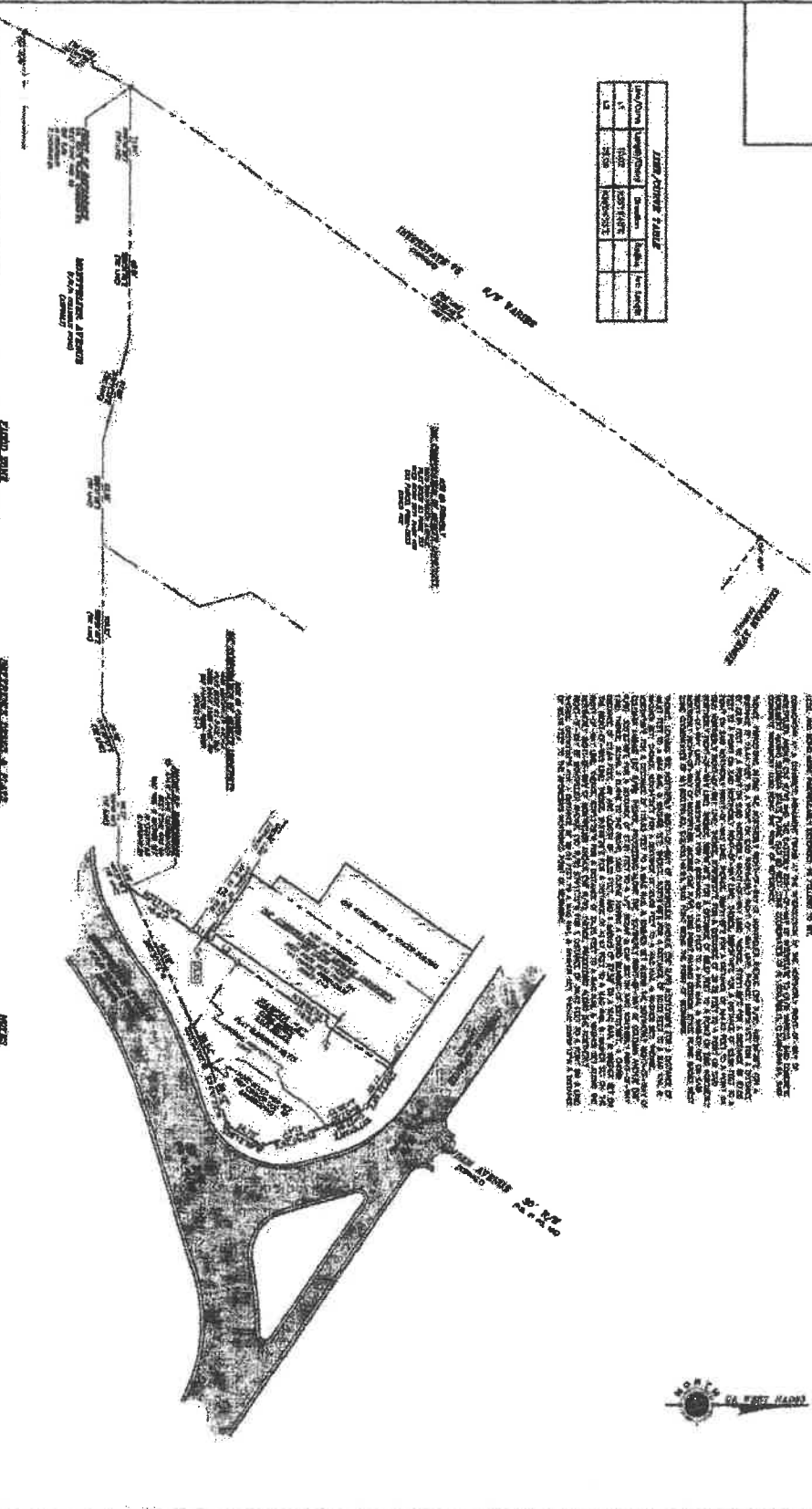
ADDITIONAL NOTES:

1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
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6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
7. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.
10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.

ASSURANCE:

I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1967, AS AMENDED.

 SURVEYOR



NO.	DESCRIPTION	DATE	BY
1
2
3
4
5

DEED RECORD:

...

NO.	DESCRIPTION	DATE	BY
1
2
3
4
5

BOUNDARY SURVEY
 FOR
**THE CORPORATION OF
 MERCER UNIVERSITY**
 OF
 1535 MONTPELIER AVENUE
 A PORTION OF BLOCK 1, HUGENIN HEIGHTS
 MACON-BIBB COUNTY, GEORGIA

**DONALDSON,
 GARRETT,
 &
 ASSOCIATES, INC.**

MACON - CHARLOTTE
 4777 BRIDGEWAY DRIVE, S.W. BOX 1799
 CHARLOTTE, N.C. 28216
 (704) 525-2200
 (704) 525-2201
 (704) 525-2202
 (704) 525-2203

**CERTIFICATE PURSUANT
to O.C.G.A. 44-16-7**

Re: Mercer University Triangle, HIS # 10779

1. This Certificate is made to the Georgia Environmental Department of Natural Resources, Environmental Protection Division (EPD).
2. EPD requested this certificate to verify that the requirements of O.C.G.A. 44-16-7 were met.
3. The Environmental Covenant dated December 19, 2020 was received by The Corporation of Mercer University on January 5, 2021.
4. It was filed for record on January 6, 2021.
5. A copy of the filed-stamped Environmental Covenant was mailed to EPD on January 7, 2021.
6. Pursuant to O.C.G.A. 44-16-7 a file-stamped copy was sent to the following on January 7, 2021:
 - (a) The Corporation of Mercer University
Attn: William G. Solomon, IV
1501 Mercer University Drive
Macon, GA 31207
 - (b) EPD-Land Protection Branch
Floyd Towers East
2 Martin Luther King, Jr. Drive, SE
Atlanta, GA 30344-9000
 - (c) Hon. Lester Miller
Mayor of Macon-Bibb County, Georgia
700 Poplar Street
Macon, GA 31201
 - (d) UNO Aspen, LLC
1050 5th Street
Macon, GA 31201

(e) Douglas and Leslie Clarke
1105 Adams Street
Macon, GA 31204

(f) Ronald and Margaret Lemon
2311 Clayton Street
Macon, GA 31204

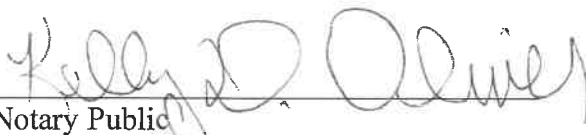
(g) Charlotte Thomas
1593 Coleman Avenue
Macon, GA 31201

7. This certificate is made by J. Wayne Crowley as attorney for The Corporation of Mercer University based upon my personal knowledge of the facts alleged herein.



J. Wayne Crowley

Sworn to and subscribed
before me this 7th
day of January, 2021.



Notary Public



(Official Seal)
NOTARY PUBLIC GEORGIA
KELLY D OLIVER
COUNTY OF BIBB
My Commission Expires MAY 2, 2022