



20240925000297590 1/11 \$52.00
Shelby Cnty Judge of Probate, AL
09/25/2024 08:48:59 AM FILED/CERT

ENVIRONMENTAL COVENANT

The City of Montevallo, (hereinafter "Grantor") grants an Environmental Covenant (hereinafter "Covenant") this 1st day of July, 2024, to the following entities pursuant to The Alabama Uniform Environmental Covenants Act, Ala. Code §§ 35-19-1 to 35-19-14 (2014 Cum. Supp.) (hereinafter "the Act" or "Act"), and the regulations promulgated thereunder: the Alabama Department of Environmental Management and the identified holders or other applicable parties: None.

WHEREAS, the Grantor was the owner of certain real property located in the City of Montevallo, Alabama, identified as the Former Victory Building, situated at 555 Main Street, in Shelby County, Alabama, (hereinafter "the Property"). The property was conveyed to Grantor by deed dated 02/25/2019, and recorded in the Office of the Judge of Probate for Shelby County, Alabama, Instrument Number 20190225000058160 (3 pages);

WHEREAS, the Property is more particularly described as the following:

For APN/Parcel ID(s): 27-5-21-3-304-022.000: Lots 15, 16, 17, 42, and 43 according to the present plan and survey of the town of Montevallo, as recorded with the State of Alabama, County of Shelby;

Legal description is provided as Exhibit A.

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to the Act and the regulations promulgated thereunder;

WHEREAS, hazardous substances, including, but not limited to, certain levels of arsenic and hexavalent chromium in soil were identified on the Property on or about the time of conveyance;

WHEREAS, such the following hazardous substances remain on the Property:

- Arsenic and hexavalent chromium.

WHEREAS, pursuant to the Brownfield Redevelopment and Cleanup Program, the Property and Grantor were accepted into the Voluntary Cleanup Program as Site # 461-117-23010 and the Former Victory Building, 555 Main Street, Montevallo, Alabama prior reports (Phase I ESA, Phase II ESA, Supplemental Phase II ESA) submitted with the VCP Application by Atlas Technical Consultants, LLC dated September 25, 2023, (the "Report")



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were deemed complete and approved by ADEM on March 14, 2024;

WHEREAS, pursuant to the approved Report, the Grantor agreed to implement this Environmental Covenant as an institutional control to address the presence of Contaminants of Concern on the Property;

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property to reduce the risk to human health to below the target risk levels for those hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants that remain on the Property;

WHEREAS, further information concerning the release/disposal and the activities to correct the effects of the release/disposal may be obtained by contacting Chief, Land Division, Alabama Department of Environmental Management ("ADEM"), or his or her designated representative, at 1400 Coliseum Boulevard, Montgomery, Alabama, 36110; and

WHEREAS, the Administrative Record concerning the Property is located at:

Shelby County Probate Office
112 North Main Street
Columbiana, Alabama 35051

and

Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to ADEM and the identified Holders, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the following requirements set forth in paragraphs 1 through 3 below:

1. DEFINITIONS

Owner. "Owner" means the GRANTOR, its successors and assigns in interest.

2. USE RESTRICTIONS

The following activities shall not take place on the identified Property without first obtaining written approval from ADEM through modification of this covenant:

- Use of groundwater for potable purposes.
- Use of the property for residential purposes.
- Use of the property for a school or daycare.
- Excavation of any contaminated soils should follow the Soil Management Plan approved by ADEM on August 19, 2024.

3. **GENERAL PROVISIONS**

- A. **Restrictions to Run with the Land.** This Environmental Covenant runs with the land pursuant to Ala. Code §35-19-5 (2014 Cum Supp.); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to Ala. Code §35-19-9 (Cum Supp. 2014); is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner, the Holders, all persons using the land, all persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof who have subordinated those interests to this Environmental Covenant, and all persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Environmental Covenant.
- B. **Notices Required.** In accordance with Ala. Code §35-19-4(b) (2014 Cum Supp.), the Owner shall send written notification, pursuant to Section J, below, following transfer of a specified interest in, or concerning proposed changes in use of, applications for building permits for, or proposals for any site work affecting the contamination on, the Property. Said notification shall be sent within fifteen (15) days of each event listed in this Section.
- C. **Registry/Recordation of Environmental Covenant; Amendment; or Termination.** Pursuant to Ala. Code §35-19-12(b) (2014 Cum Supp.), this Environmental Covenant and any amendment or termination thereof, shall be contained in ADEM's registry for environmental covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with §35-19-12(b). Grantor shall be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature upon this Environmental Covenant.
- D. **Right of Access.** The Owner hereby grants ADEM; ADEM's agents, contractors and employees; the Owner's agents, contractors and employees; and any Holders the right of access to the Property for implementation or enforcement of this Environmental Covenant.
- E. **ADEM Reservations.** Notwithstanding any other provision of this Environmental Covenant, ADEM retains all of its access authorities and rights, as well as all of its rights to require additional land/water use restrictions, including enforcement authorities related thereto.
- F. **Representations and Warranties.** Grantor hereby represents and warrants to the other signatories hereto:



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- i) 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;
- ii) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- iii) 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;
- iv) 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;
- v) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
- vi) That this Environmental Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

G. **Compliance Enforcement.** In accordance with Ala. Code §35-19-11(b) (2014 Cum Supp.), the terms of the Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local government in which the real property subject to the Covenant is located, in accordance with applicable law. The parties hereto expressly agree that ADEM has the power to enforce this Environmental Covenant. 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



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Environmental Covenant shall restrict ADEM, or the Grantor, from exercising any authority under applicable law.

H. **Modifications/Termination.** Any modifications or terminations to this Environmental Covenant must be made in accordance with Ala. Code §§35-19-9 and 35-19-10 (2014 Cum Supp.).

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

ADEM

Chief, Land Division
Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, AL 36110

Grantor

City of Montevallo,
541 Main Street
Montevallo, Alabama 35115
Attn: Mayor

Holder(s) or Other Applicable Party(ies)

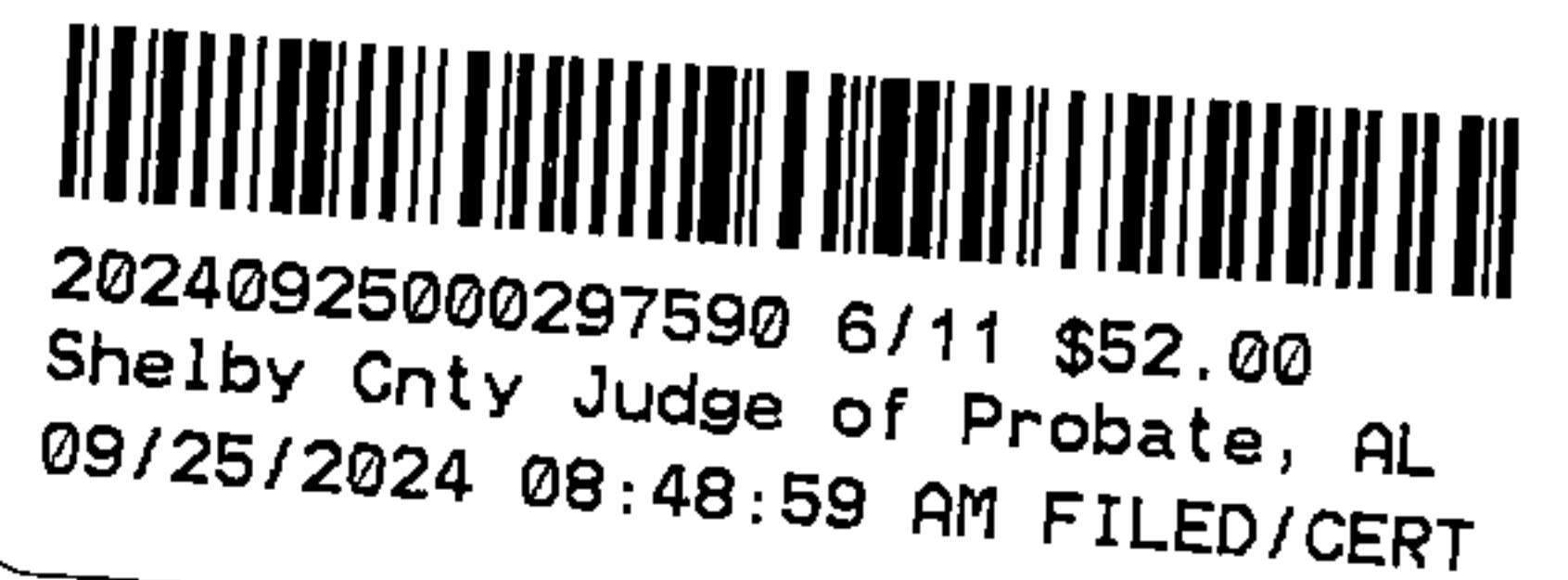
Not Applicable

J. **No Property Interest Created in ADEM.** This Environmental Covenant does not in any way create any interest by ADEM 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 ADEM in the Property in accordance with Ala. Code §35-19-3(b) (2014 Cum. Supp.).

K. **Severability.** 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.

L. **Governing Law.** This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.

M. **Recordation.** In accordance with Ala. Code §35-19-8(a) (2014 Cum. Supp.), Grantor shall record this Environmental Covenant and any amendment or termination of the Environmental Covenant in every county in which any



portion of the real property subject to this Environmental Covenant is located. Grantor agrees to record this Environmental Covenant within fifteen (15) days after the date of the final required signature upon this Environmental Covenant.

- N. **Effective Date.** The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded, in accordance with Ala. Code §35-19-8(a) (2014 Cum. Supp).
- O. **Distribution of Environmental Covenant.** Within fifteen (15) days of filing this Environmental Covenant, the Grantor shall distribute a recorded and date stamped copy of the recorded Environmental Covenant in accordance with Ala. Code §35-19-7(a) (2014 Cum Supp.). However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as provided herein.
- P. **ADEM References.** All references to ADEM shall include successor agencies, departments, divisions, or other successor entities.
- Q. **Grantor References.** All references to the Grantor shall include successor agencies, departments, divisions, or other successor entities.
- R. **Other Applicable Party(ies).** All references to Other Applicable Party(ies) shall include successor agencies, departments, divisions, or other successor entities.



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Property owner has caused this Environmental Covenant to be executed pursuant to The Alabama Uniform Environmental Covenants Act, on this 1st day of July, 2024.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the day and year first above written.

City of Montevallo,

This Environmental Covenant is hereby approved by the City of Montevallo, Alabama this 1st day of July, 2024.

By:

Rusty Nix Mayor

Name & Title

Grantor

STATE OF Alabama

COUNTY OF Shelby

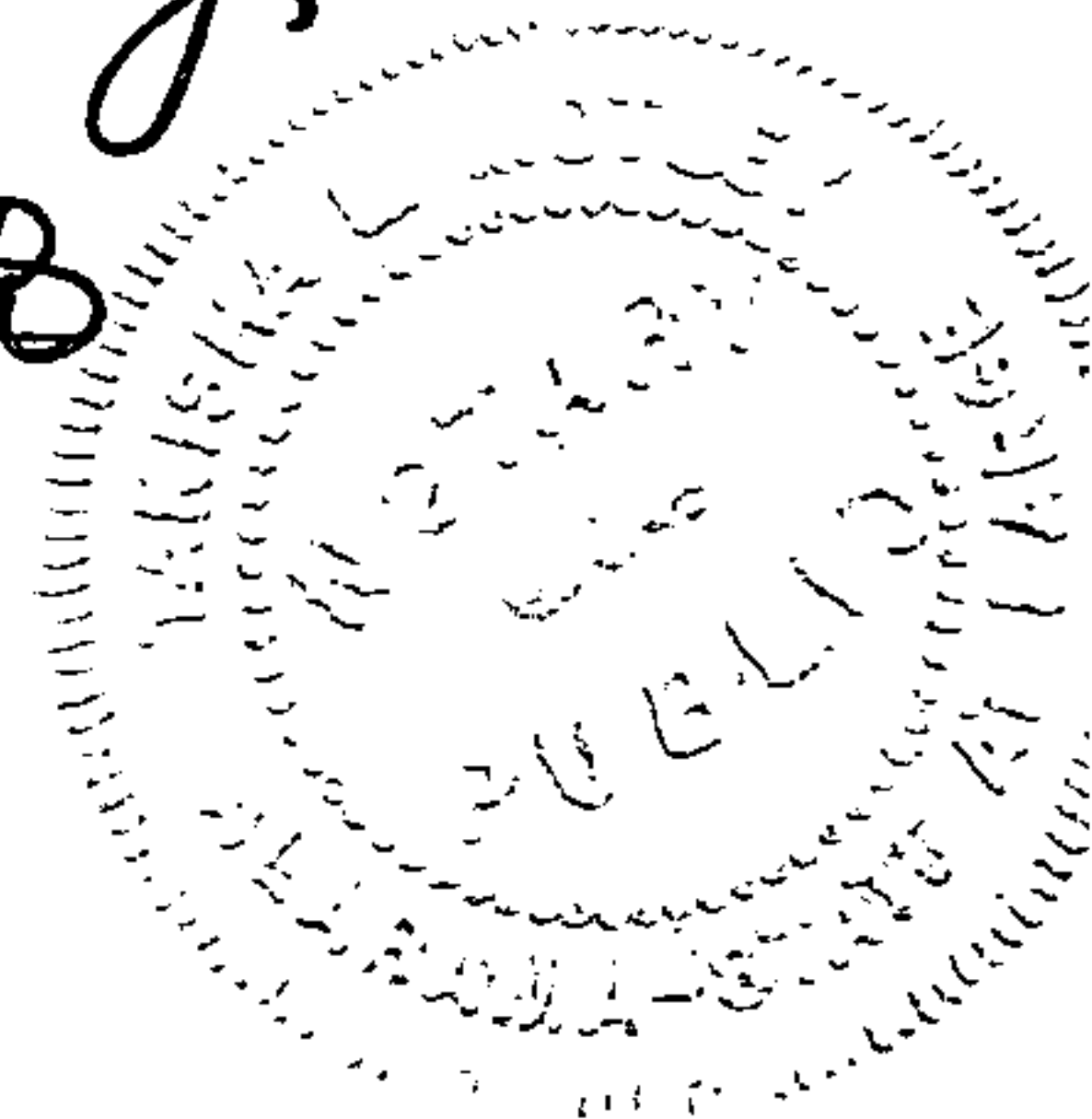
I, Takisha Motley, a Notary in and for said County in said State or Commonwealth, hereby certify that Rusty Nix, whose name as MAYOR [title] of MONTVALLO [Grantor] is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1st day of July, 2024

Notary Public:

Takisha Motley

My Commission Expires: 6/12/2028





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ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Environmental Covenant is hereby approved by the State of Alabama this 11th day of September, 2024.

By: _____

Stephen A. Cobb
Chief, Land Division
Alabama Department of Environmental Management

State of Alabama}

Montgomery, County}

I, the undersigned Notary Public in and for said County and State, hereby certify that Stephen A. Cobbs, whose name as Chief, Land Division, Alabama Department of Environmental Management is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he approved the same voluntarily on the day the same bears date and with full authority to do so.

Given under my hand and official seal this 11 day of September, 2024.

Tracie Roberson
Notary Public

My Commission Expires: 1-30-27

Prepared by: Stephanie Pryor
200 Wellington Manor Court
Suite 100
Alabaster, AL 35007

STATE OF ALABAMA

COUNTY OF SHELBY

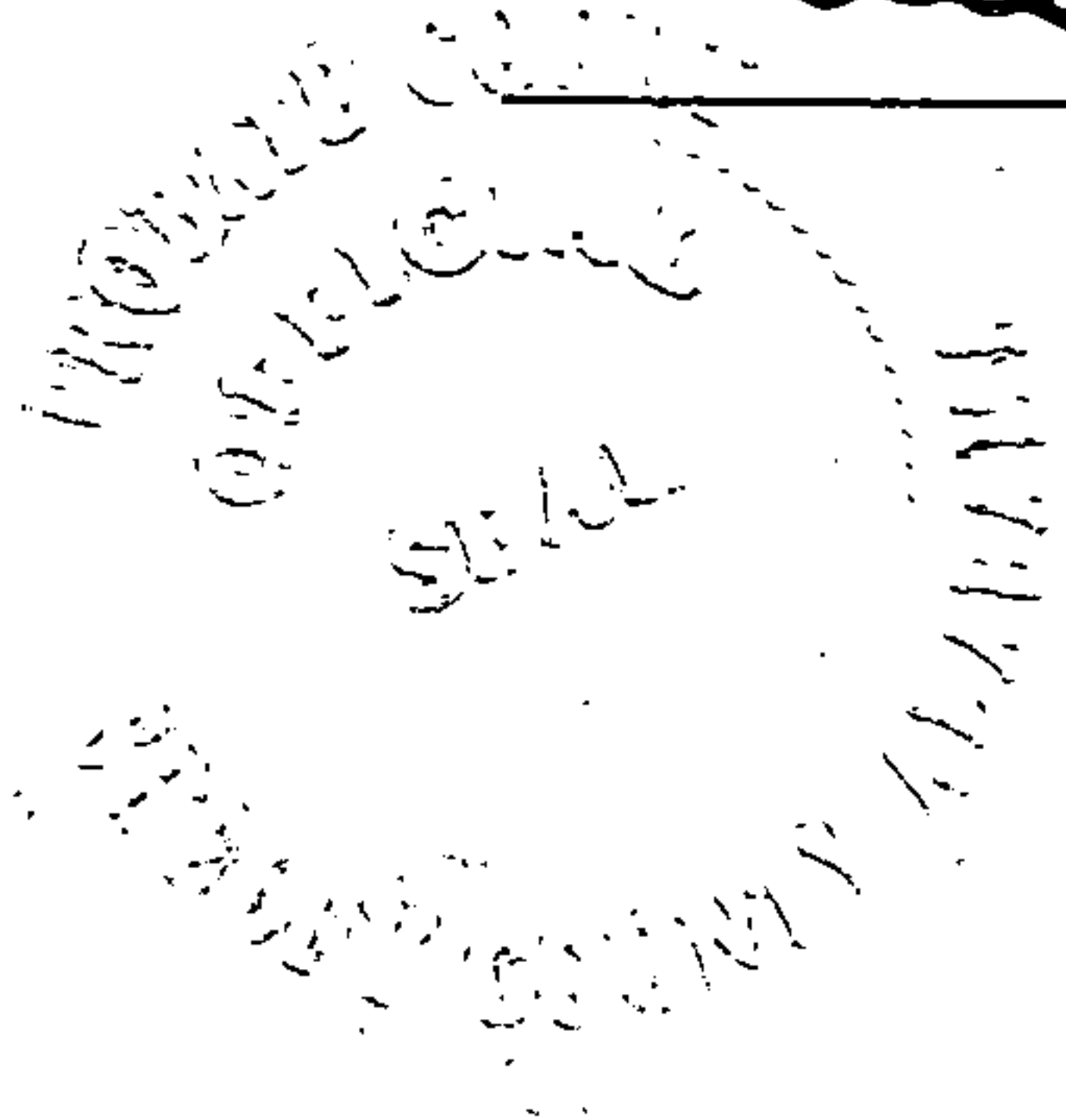
I, _____, Clerk of the Shelby
County Court, do certify that the foregoing Environmental Covenant *[and, if applicable,
attached Subordination Agreement]* was lodged in my office for record, and that I have
recorded it, this ____ day of _____, 2024 in the Deed Recordation Book _
_____ on Page _____.



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Alex S. Bayl

County Clerk





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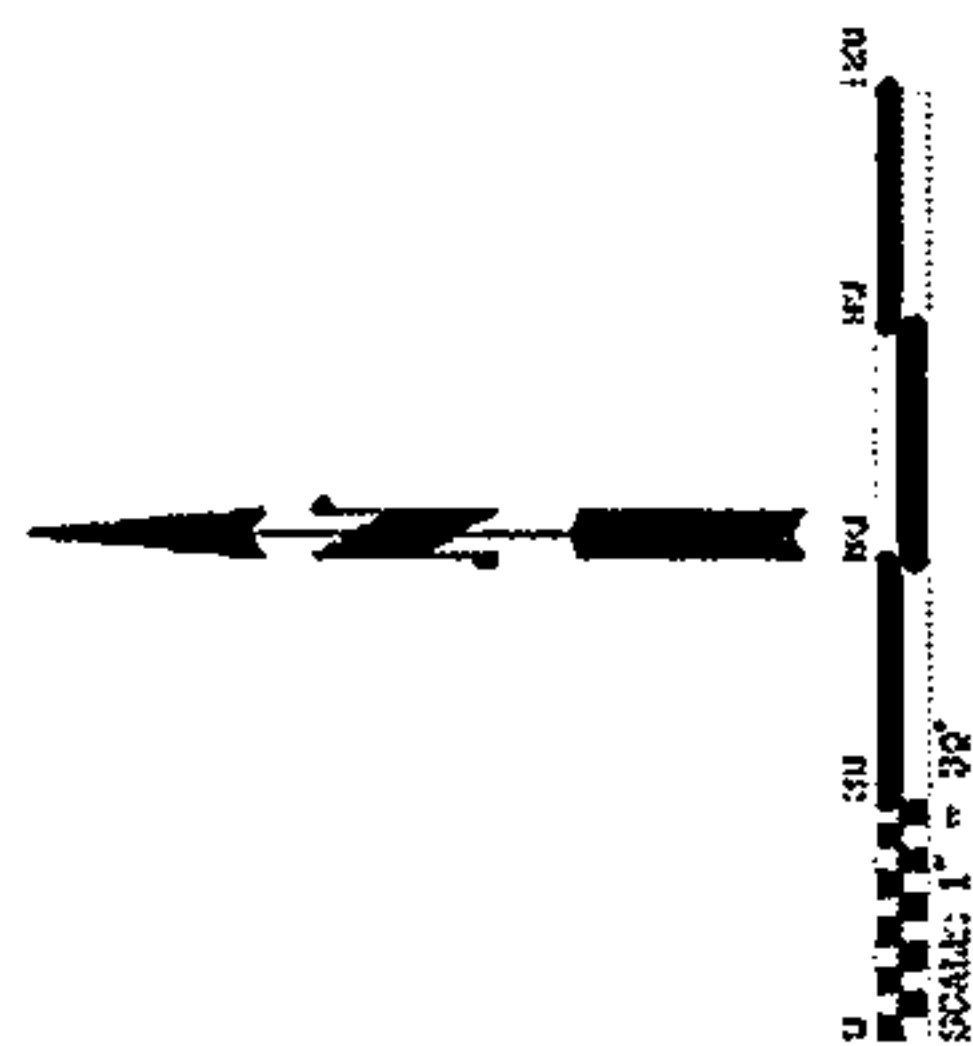
EXHIBIT A

Southern Cross Surveying, LLC
21034 Highway 25
Columbiana, AL 35051
Phone: 205-685-5300

BOUNDARY SURVEY
P1D 27 5 21 3 304 022.00E
P1D 27 5 21 3 304 023.00E
P1D 27 5 21 3 304 024.00E
SHERIFF COUNTY, AL.

DATE	PROJECT No.	OWNER	DRAWN BY:	ADDRESS:
1-2-81		266201	JET	MAIN STREET, MONTREALLO, ALABAMA 35115
			CHECKED BY:	
			JCI	

BOUNDARY SURVEY
MAIN STREET MONTEVALLO
 SITUATED IN THE SOUTHWEST QUARTER OF
 SECTION 29, TOWNSHIP 22 SOUTH, RANGE 3 WEST
 SHELBY COUNTY, AL.



Log: 20010616.1

A second lot was purchased according to the original plan of development at the southeast corner of Section 21, Township 22 North, Range 2 West, Shelby County, Arkansas, being more particularly described as follows:

of the NNAN in the presentation of the various data of the study. Since the author has not been able to visit the various sites, the information provided in Table 17, concerning the various sites, is based on the report of the study. The author has not been able to visit the various sites, the information provided in Table 17, concerning the various sites, is based on the report of the study. The author has not been able to visit the various sites, the information provided in Table 17, concerning the various sites, is based on the report of the study.

TABLE OF CONTENTS

CLAYTON LYNCH IS A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA. HE HAS BEEN SURVEYING FOR THE LAST 30 YEARS. HIS SPECIALTIES ARE: THIS SURVEY AND DRAWING HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SURVEYORS OF ALABAMA. THE SURVEY WAS CONDUCTED IN THE STATE OF ALABAMA, TO THE BEST OF HIS KNOWLEDGE, INFORMATION, AND BELIEF.



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6. 334. 4. 3. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20.

[illegible]

2. The average rate of return on capital for the United States is approximately 12 percent, and the rate of return on capital for the rest of the world is approximately 10 percent.

10. **Unethical and Unobjective Practices.** Academic Publishers often engage in unethical practices, such as

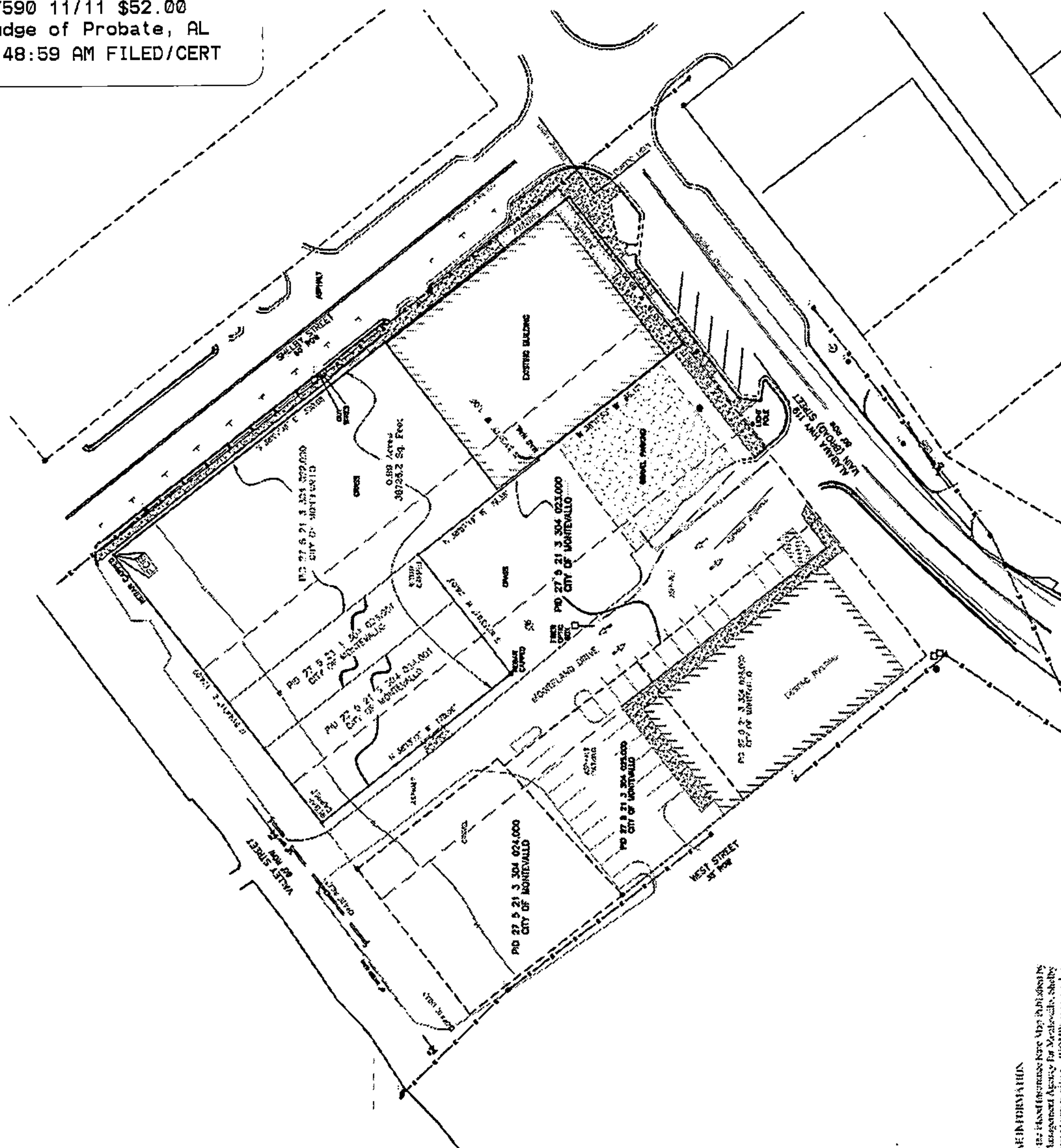
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As a member of the Board of Directors, I am pleased to see that the company has been able to achieve a record of growth and profitability over the past year. The company's strong performance is a testament to the hard work and dedication of its employees and management. I am confident that the company will continue to achieve success in the future.

to provide the best possible service to our customers.



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Summary

According to the United Insurance Note App published by the Federal Reserve Management Agency for Macroeconomic Stability, the U.S. economy is expected to grow at 1.0% in 1993, up from 0.5% in 1992. The U.S. economy is expected to grow at 1.0% in 1993, up from 0.5% in 1992. The U.S. economy is expected to grow at 1.0% in 1993, up from 0.5% in 1992.