THE STATE OF ALABAMA}
MONTGOMERY COUNTY }

ENVIRONMENTAL COVENANT WITH DEED RESTRICTION, EASEMENT, AND RELEASE TO RUN WITH THE LAND

WHEREAS _____, (and) _____, (hereinafter individually or collectively, "Grantors") holds legal title in fee simple to the real property located at _____, in Montgomery, Alabama, hereinafter referred to as the "Property" and which is more particularly described as:

As recorded in the Montgomery County Judge of Probate Office at RLPY Book , Page .

WHEREAS, the Grantors are aware that the soil and/or groundwater beneath the Property is now or may in the future be included in what is generally known as the "Coliseum Boulevard Plume" ("CBP"), an area in the City of Montgomery that is contaminated by trichloroethylene ("TCE"), its breakdown components and carbon tetrachloride, that may have originated on lands owned by the Alabama Department of Transportation, an agency of the State of Alabama, (hereinafter "Grantee");

WHEREAS, the Grantors know and understand that they do not own the groundwater beneath the Property, but have the right to a reasonable use thereof;

WHEREAS, the Grantee has consented to be responsible for all costs reasonably related to any past or continuing response actions required for management and/or remediation of the CBP;

WHEREAS, that for and in consideration of _____ ($) in cash paid by the Grantee to the Grantors, the receipt whereof is hereby acknowledged, and in further consideration of the mutual benefits accruing to the Grantors and the Grantee by the investigation and remediation of the CBP, the Grantors do grant, bargain and convey unto the Grantee and/or its successor agency this Environmental Covenant, a legal instrument executed pursuant to the *Alabama Uniform Environmental Covenants Act* (*Code of Alabama* 1975, §§ 35-19-1 to 35-19-14), and containing the following:

1. A Deed Restriction, in gross, whereby the use of, access of, interference with, and/or consumption of the groundwater beneath the Property is hereby forever in perpetuity prohibited without the prior written consent from the Grantee. Written approval and/or direction from the Grantee or its successor agency must be sought, regardless of distance to the watertable, for any and all drilling of wells or installation of underground swimming pools. Written approval and/or direction from the Grantee or its successor agency must be sought for any use of the groundwater. Any approval requested hereunder may not be unreasonably denied.

2. An Easement, in gross, whereby the Grantee or its successor agency or agents shall have access to and right-of-way over, on, upon, under, through and across all areas of the Property except improved appurtenant structures thereon for purposes of investigation and/or remediation of the CBP ("Activities"). Prior to entry, the Grantee and/or its agents will notify the Grantors of the nature of the Activities and determine a mutually convenient time to perform the Activities to minimize interference with Grantors' business activity and/or Grantors' ordinary use of the Property. Grantee will repair any substantive damage to either the improved and/or unimproved portions of the Property incident to the conduct of Grantee or its agents, and make reasonable efforts to return the damaged portion of the Property to the condition it was in prior to the conduct of the Activities.

3. A Release of and from any and all claims, demands, causes of action, suits at law or in equity, losses, damages, and any other claims of any nature except for claims of personal injury, which are specifically excluded from this Release, which the Grantors may have now or in the future or which any successor in interest or bona fide purchaser for value of the Property may have in the future against Grantee, the State of Alabama, the Alabama Department of Transportation, and/or its Director, officials, and employees, both in their official and individual capacities, and their agents, representatives, assigns or successors in interest arising from or related to, either directly or indirectly, the presence of TCE, its breakdown components and carbon tetrachloride in the soil and/or groundwater beneath the Property.

To Have and to Hold the same unto the said Grantee, the State of Alabama, the Alabama Department of Transportation, an agency of the State of Alabama, its Director, employees, successors and assigns, for the uses and purposes for which said Environmental Covenant with Deed Restriction, Easement and Release To Run With The Land ("Covenant"), a legal instrument executed pursuant to the *Alabama Uniform Environmental Covenants Act* (*Code of Alabama* 1975, §§ 35-19-1 to 35-19-14), is granted, now and forever more, unless and until expressly waived and released by the Grantee, and it is expressly understood and intended that the said Covenant is intended to be and shall run with the Property and shall be perpetual and binding on any successive owner, lessee, invitee or licensee of the Property.

In Witness Whereof, the said Grantors,_____, and _____ have signed and sealed these presents on this _____ day of _____, _____.

GRANTORS

By:_____ By:_____

Name:_____ Name:_____

I, _____, a Notary Public, in and for Montgomery County in the State of Alabama, hereby certify that _____ (and) _____, give oath that they are the owners of fee simple title to the Property, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, and with full authority, they and/or each of them executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission expires_____

SEAL

GRANTEE
THE ALABAMA DEPARTMENT OF TRANSPORTATION

By:_____
Name: D. J. McInnes
Its: DIRECTOR

I, _____, a Notary Public, in and for said State and County, hereby certify that D.J. McInnes, whose name as Director of the Alabama Department of Transportation, an agency of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Alabama Department of Transportation.

Given under my hand this the _____ day of _____, _____.

SEAL

_____
NOTARY PUBLIC
My Commission expires_____

THE STATE OF ALABAMA

By: _____
Name: Bob Riley
Its: GOVERNOR

I, _____, a Notary Public, in and for said State and County, hereby certify that BOB RILEY, whose name as Governor of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said State of Alabama.

Given under my hand this the _____ day of _____, _____.

SEAL

_____
NOTARY PUBLIC
My Commission expires_____

ID

THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By:_____
Name: _____
Its: Designated Representative of the Director of the Alabama Department of Environmental Management

I, _____, a Notary Public, in and for said State and County, hereby certify that _____, whose name as Designated Representative of the Director of the Alabama Department of Environmental Management of the Alabama Department of Environmental Management, an agency of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Alabama Department of Environmental Management.

Given under my hand this the _____ day of _____, _____.

SEAL

_____
NOTARY PUBLIC
My Commission expires_____

This Document was prepared by:
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