

ENVIRONMENTAL COVENANT

MAP Eastwood LLC (hereinafter "**Grantor**") grants an Environmental Covenant (hereinafter "**Covenant**") this ___ day of _____, 2025, to the following entities pursuant to The Alabama Uniform Environmental Covenants Act, Ala. Code §§ 35-19-1 to 35-19-14 (hereinafter "**Act**") and the regulations promulgated thereunder: the Alabama Department of Environmental Management (hereinafter "**ADEM**").

WHEREAS, the Grantor is the owner of certain real property located in the City of Birmingham, Alabama, identified as a commercial property situated at 1668 Montclair Road, Birmingham, Jefferson County, Alabama, (hereinafter the "**Property**"). The Property which was conveyed to the Grantor by deed dated November 3, 2014, and recorded in the Office of the Judge of Probate for Jefferson County, Alabama (Deed book: 201417), by Instrument Number 28983;

WHEREAS, the Property is more particularly described as set forth on Exhibit "A" which is attached hereto and incorporated herein by reference:

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

WHEREAS, during the course of previous environmental assessments performed on the Property, certain contaminants were detected at the Property in the groundwater (the "**Contaminants of Concern**"), which included the following:

- cis-1,2 Dichloroethylene;
- Tetrachloroethylene;
- Trichloroethylene; and
- Vinyl Chloride.

WHEREAS, the previous environmental assessments revealed that, at some unknown time in the past, prior to Grantor's acquisition, a release of the Contaminants of Concern occurred in isolated locations on the Property;

WHEREAS, Exhibit "B" depicts the sample locations from which samples were taken in the previous environmental assessments;

WHEREAS, pursuant to the Brownfields Redevelopment and Voluntary Cleanup Program ("**VCP**"), Grantor and Property were accepted into the VCP (Site No. 461-073-25046) on or about September 22, 2025, and Grantor prepared and submitted to ADEM a Voluntary Property Assessment Report dated September 11, 2025, which became approved by ADEM on _____, 2025.

WHEREAS, pursuant to the Voluntary Cleanup Plan, ADEM requires the implementation of those institutional controls identified in Paragraph 2 of this

Covenant to address the effects, if any, of the Contaminants of Concern that may remain in place in certain portions of the Property;

WHEREAS, an environmental covenant was selected as the proposed remedy in the approved Voluntary Property Assessment Report based on the residual concentrations of Contaminants of Concern remaining in onsite soil, groundwater, and soil vapor in select areas of the Property;

WHEREAS, the purpose of this Covenant is (a) to comply with the Act; and (b) 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 Contaminants of Concern that remain on the Property;

WHEREAS, with ADEM's concurrence, some concentrations of Contaminants of Concern may remain in place beneath the Property;

WHEREAS, notwithstanding the fact that only certain areas beneath the Property will retain certain concentrations of the Contaminants of Concern, the Grantor has elected to place this Covenant and its certain restrictions on the entire Property;

WHEREAS, further information concerning the release/disposal and the activities taken to correct the effects of the release/disposal may be obtained by contacting Chief, Land Division, 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 Alabama Department of Environmental Management, 1400 Coliseum Boulevard, Montgomery, Alabama 36110.

NOW, THEREFORE, Grantor hereby grants this Covenant to ADEM 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**

Unless otherwise agreed to in writing from ADEM through modification of this Covenant, the following use restrictions shall apply:

- (i) Use of groundwater for potable or irrigation purposes shall not take place on the Property without written approval from ADEM; and
- (ii) Use of the Property shall be limited to commercial/industrial activities (i.e., residential housing, schools, daycares, hospitals, etc. shall be prohibited).

3. **GENERAL PROVISIONS**

- A. **Restrictions to Run with the Land.** This Covenant (a) runs with the land pursuant to Ala. Code § 35-19-5, as amended; is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to Ala. Code § 35- 19-9, as amended; (b) encumbers 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 (c) binds the Owner, 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 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 Covenant.
- B. **Notices Required.** In accordance with Ala. Code § 35-19-4(b), as amended, 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), as amended, this 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 Covenant within thirty (30) days of the final required signature upon this 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 Covenant.
- E. **ADEM Reservations.** Notwithstanding any other provision of this

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:

- i) That the Grantor has the power and authority to enter into this 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 Covenant;
- iv) That this 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 Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
- vi) That this Covenant does not authorize a use of the Property which is otherwise prohibited by a recorded instrument that has priority over the Covenant.

G. **Compliance Enforcement.** In accordance with Ala. Code § 35-19-11(b), as amended, the terms of the Covenant may be enforced (a) by the parties to this Covenant; (b) by any person to whom this Covenant expressly grants power to enforce; (c) by any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or (d) by 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 Covenant. Failure to timely enforce compliance with this 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 Covenant shall restrict ADEM, or the Grantor, from exercising any authority under applicable law.

I. **Modifications/Termination.** Any modifications or terminations to this

Covenant must be made in accordance with Ala. Code §§ 35-19-9 and 35-19-10, as amended.

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

ADEM

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

Grantor

MAP Eastwood LLC
421 Office Park Drive
Birmingham, AL 35223

- K. **No Property Interest Created in ADEM.** This Covenant does not in any way create any interest by ADEM in the Property that is subject to the Covenant. Furthermore, the act of approving this Covenant does not in any way create any interest by ADEM in the Property in accordance with Ala. Code § 35-19- 3(b), as amended.
- L. **Severability.** If any provision of this 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.
- M. **Governing Law.** This Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- N. **Recordation.** In accordance with Ala. Code § 35-19-8(a), as amended, Grantor shall record this Covenant or a Notice of Environmental Covenant ("Notice of Covenant") and any amendment or termination of the Covenant in every county in which any portion of the real property subject to this Covenant is located. Grantor agrees to record this Covenant within fifteen (15) days after the date of the final required signature upon this Covenant.
- O. **Effective Date.** The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded, in accordance with Ala. Code § 35-19-8(a), as amended.
- P. **Distribution of Covenant.** Within fifteen (15) days of filing this Covenant or Notice of Covenant, the Grantor shall distribute a recorded and date stamped copy of the recorded Covenant or Notice of Covenant in

accordance with Ala. Code § 35-19-7(a), as amended. However, the validity of this Covenant will not be affected by the failure to provide a copy of the Covenant or Notice of Covenant as provided herein.

- Q. **ADEM References.** All references to ADEM shall include successor agencies, departments, divisions, or other successor entities.
- R. **Grantor References.** All references to the Grantor shall include successor agencies, departments, divisions, or other successor entities.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

Property owner has caused this Environmental Covenant to be executed pursuant to The Alabama Uniform Environmental Covenants Act, on this ____ day of _____, 2025.

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

This Environmental Covenant is hereby approved by MAP Eastwood LLC this ____ day of _____, 2025.

MAP Eastwood LLC

By: _____

Grantor

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, _____, a _____ in and for said County in said State or Commonwealth, hereby certify that _____, whose name as _____ [title] of _____ [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 entity.

Given under my hand this the _____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

This Environmental Covenant is hereby approved by the State of Alabama this ____ day of _____, 2025.

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. Cobb, 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 ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF Jefferson

I, _____, Clerk of the Jefferson
County Court, do certify that the foregoing Environmental Covenant was lodged in my
office for record, and that I have recorded it, this ____ day of _____,
2025, by Instrument Number _____.

County Clerk

This instrument prepared by:

MAP Eastwood LLC
421 Office Park Drive
Birmingham, Alabama 35223

Exhibit "A"

Legal Description

LOT 3B ACCORDING TO A RESURVEY OF LOT 3 OF THE SECOND AMENDED PLAT OF EASTWOOD VILLAGE, RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA IN MAP BOOK 229, PAGE 4.

Exhibit "B"

Sample

Locations

