

**North County Ford of Jasper  
Jasper, Walker County, Alabama  
ADEM VCP Site #: 461-127-26002**

**Fact Sheet**

An initial Voluntary Property Assessment Report and Environmental Covenant have been found to be technically adequate by the Alabama Department of Environmental Management (ADEM) for **North County Ford of Jasper** in Jasper, Alabama. This fact sheet has been prepared to briefly advise the public of the principal legal and policy issues of the VCP.

**I. VCP PROCESS**

The VCP provides a mechanism for the implementation of a cleanup program that encourages applicants to voluntarily assess, remediate, and reuse rural and urban areas of actual or perceived contamination. The program does not relieve any “responsible person” for the liability for administrative, civil, or criminal fines or penalties which are otherwise authorized by law and imposed as a result of the illegal or unpermitted disposal of solid waste, hazardous waste, hazardous constituents, hazardous substances, petroleum products, and/or pollutants to the land, air, or waters of the State on an identified property. The program is designed to expedite the voluntary cleanup process and has been designed for entry at any stage of the cleanup process as long as all applicable criteria have been met up to the point of entry.

**II. PROCEDURES FOR REACHING A FINAL DECISION**

ADEM is proposing to issue the North County Ford of Jasper Site an Environmental Covenant for the site remediation. The Voluntary Property Assessment Report and Environmental Covenant include a proposal of the implementation of institutional controls by placing an environmental covenant on the subject property that prohibits the use of groundwater.

ADEM Admin Code R. 335-15-6-.02 requires that the public be given a 30-day comment period from the date of the notice. The comment period will begin on December 23, 2025 which is the date of publication of the public notice in major local newspaper(s) of general circulation and will end on January 22, 2026.

All persons wishing to comment on any of the conditions of the VCP Remediation should submit their comments in writing to ADEM, Permits and Services Division, 1400 Coliseum Blvd. (Zip 36110). P.O. Box 301463 (Zip 36130-1463) Montgomery, Alabama, ATTENTION: Mr. Russell Kelly. Written comments on the VCP activities should be submitted to ADEM and be received by January 22, 2026.

ADEM will consider all written comments received during the comment period while making a final decision on this issue. When ADEM makes its final decision, notice will be given to the applicant and each person who has submitted written comments or requested notice of the final decision.

### **III. FACILITY DESIGN**

HPH Land Company, LLC has completed site investigation activities under the VCP at the North County Ford of Jasper located at 4098 and 4100 Highway 78 East, Jasper AL. Currently the subject property consists of 35,776 square foot structure that is occupied by a Ford automotive dealership. HPH Land Company, LLC proposes to implement institutional control through an environmental covenant to restrict the use of groundwater.

### **IV. TECHNICAL CONTACT**

Alyce Crayton, Project Manager  
Redevelopment Section  
Industrial Hazardous Waste  
Branch Land Division  
Alabama Department of Environmental  
Management 1400 Coliseum Boulevard (Zip  
36110)  
P.O. Box 301463 (Zip 36130-1463)  
Montgomery, Alabama  
(334) 271-7740

STATE OF ALABAMA )  
 )  
 WALKER COUNTY )

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

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

**NOW, THEREFORE,** Owner hereby grants this Environmental Covenant to ADEM, and declares that the Property shall be bound by, held, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth below:

1. **DEFINITIONS**

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

2. **USE RESTRICTIONS**

Activities that violate the following restrictions shall not take place on the Property without obtaining prior written approval from ADEM:

Use of groundwater for potable purposes.

3. **GENERAL PROVISIONS**

(A) Restrictions to Run with the Land. This Environmental Covenant runs with the land pursuant to § 35-19-5, Code of Alabama, as amended; and shall remain in force and effect in perpetuity unless modified or terminated pursuant to the terms of this Environmental Covenant or § 35-19-9 Code of Alabama, as amended; 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 Grantor, any Holder (as the same is defined pursuant to § 35-19-2, Code of Alabama), 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) Registry/Recordation of Environmental Covenant; Amendment; or Termination. Pursuant to § 35-19-12(b), Code of Alabama, as amended, this Environmental Covenant and any amendment or termination thereof shall be filed in the ADEM Registry of Environmental Covenants ("Registry"). After the Environmental Covenant is filed in the Registry, a notice of the Environmental Covenant, amendment, or termination thereof 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 this Environmental Covenant in the Registry and notice of Environmental Covenant in the Office of the Judge of Probate of WALKER County, Alabama within thirty (30) days of the final required signature.

- (C) Right of Access. Grantor hereby grants to ADEM and any Holder, their agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.
- (D) 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.
- (E) Representations and Warranties. Grantor hereby represents and warrants that 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;
- (F) Compliance Enforcement. In accordance with § 35-19-11(b), Code of Alabama, as amended, the terms of this Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Environmental 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 this Environmental Covenant; or a municipality or other unit of local government in which the Property subject to this Environmental 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 Environmental Covenant shall limit the regulatory authority of ADEM under any applicable law with respect to the environmental response project.
- (G) Modifications/Termination. Any modifications to this Environmental Covenant prior to its termination must be made in accordance with §§ 35-19-9 and 35-19-10, Code of Alabama, as amended.
- (H) Notices. Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons via U.S. mail or other carrier such as UPS or FedEx:

## ADEM

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

## GRANTOR

HPH Land Company, LLC  
4808 University Drive, NW  
Huntsville, Alabama 35816

- (I) No Property Interest Created in ADEM. Pursuant to § 35-19-3(b), Code of Alabama, as amended, the rights of ADEM under the Act or under this Environmental Covenant, other than a right as a holder, is not an interest in the Property, nor does the approval by ADEM of this Environmental Covenant create any interest in the Property.
- (J) 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.
- (K) Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- (L) 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.
- (M) Effective Date. The effective date of this Environmental Covenant shall be the date the fully executed Environmental Covenant is recorded in accordance with paragraph 3(C) above.
- (N) Distribution of Environmental Covenant. In accordance with § 35-19-7, Code of Alabama, Grantor shall, within fifteen (15) days of filing this Environmental Covenant, have a recorded and date stamped copy of same distributed to each of the following: (1) Each person who signed the Environmental Covenant; (2) Each person holding a recorded interest in the Property; (3) Each person in possession of the Property; (4) Each municipality or other unit of local government in which the Property is located; and (5) Any other person required by ADEM to receive a copy of the Environmental Covenant. However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of this Environmental Covenant as herein provided.

- (O) No Admission of Liability. The execution and delivery of this instrument by Grantor shall not be deemed an admission of liability of any kind.
- (P) Party References. All references to ADEM, Grantor, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

[Signatures begin on following page]

**GRANTOR:**

HPH LAND COMPANY, LLC, an Alabama  
limited liability company

By:   
Zachary P. Penney, Manager

STATE OF ALABAMA )  
 )::SS  
 )  
Limestone COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Zachary P. Penney, whose name as Manager of HPH Land Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand, and official seal this 15 day of December, 2025

  
Notary Public

Print Name: Jessica Gulley



[Signatures continue on following page]



**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

This Environmental Covenant is hereby approved by the State of Alabama, Department of Environmental Management.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
Chief, Land Division  
Alabama Department of  
Environmental Management

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of the Alabama Department of Management, an instrumentality of the State of Alabama, is signed to the foregoing Environmental Covenant, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he or she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said department.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 and 2 according to the plat of J & E Land Company Medical Plaza & Outparcels as the same is recorded at Map Book 10, Page 75, in the Office of the Judge of Probate of Walker County, Alabama. Said property being located in Section 12, Township 14 South, Range 7 West, Walker County, Alabama.

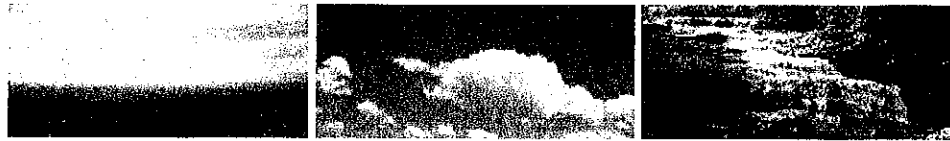
STATE OF ALABAMA

COUNTY OF WALKER

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_  
County Court, do certify that the foregoing Environmental Covenant was lodged in my office for  
record, and that I have recorded it, and the certificate thereon, this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT



(334) 271-7700 1400 Coliseum Blvd. Montgomery, AL 36110  
mailing address: Post Office Box 301463, Montgomery, AL 36130-1463

**Receipt Confirmation Page**

ADEM requires that when you pay online, you **MUST** print out the confirmation information and submit it as proof of payment with your permit application or any other correspondence requiring proof of payment.

Payment Summary	
Payment Item	Fee
Online Payment - 12/15/2025 10:47:20	\$800.00
<b>Total Fee through Alabama.gov (<a href="#">more Info</a>)</b>	<b>\$826.00</b>

**Receipt Confirmation Number: 20251215000008542**

**General Invoice Information**

Choose the type of payment you are making: 6570-OTHER FEES (Must Enter Description of Other Fees)

Description of Other Fees: ADEM Environmental Covenant Fee

Additional Information/Fee Description: Per Alyce Crayton in Redevelopment Section, Land Division

Number on your ADEM invoice:

Date on your ADEM invoice:

**Contact Information**

Company/Facility or Individual Name: HPH Land Company, LLC

Facility Permit Number (if applicable):

Company or Facility Phone: 256-651-9058

Contact Person: Ryan Hensley

Contact Phone: 256-651-9058

Contact email address: rhensley@billpenney.com

Name of an ADEM Program Staff Member (if known): Alyce Crayton

Policy Related Questions: 334-271-7700

Application Support: 866-353-3468 or [support@alabamainteractive.org](mailto:support@alabamainteractive.org)

Version 2.1.7