



OFFICE OF THE MAYOR  
Todd Strange, Mayor

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City of **Montgomery**, Alabama

November 7, 2019

Ms. Ashley Mastin  
Governmental Hazardous Waste Branch, Land Division  
Alabama Department of Environmental Management  
1400 Coliseum Boulevard  
Montgomery, AL 36110-2059

Subject: Final Remedial Action Report – Downtown Environmental Assessment Project

Dear Ms. Mastin:

On behalf of the Downtown Environmental Alliance (DEA), this letter is being submitted as the Final Remedial Action Report (RAR) summarizing the actions completed by the DEA as required by the *Final Institutional Controls Plan* (ICP; Jacobs, 2019) for the Downtown Environmental Assessment Project (DEAP). This RAR was developed in general accordance with the *Remedial Action Report: Documentation for Operable Unit Completion* (OSWER 9355.0-39FS; U.S. Environmental Protection Agency [EPA], 1992). Applicable sections from the guidance document are presented in this RAR. This RAR has also been updated to include the revisions required by the Alabama Department of Environmental Management (ADEM) letter dated October 31, 2019. The revisions to the RAR are shown in an electronic redline/strikeout version provided on CD to ADEM.

## Introduction

This RAR is being submitted to document the selected remedial actions (RAs) completed in 2019 by the DEA for the DEAP. The RAs include Institutional Controls (ICs) with Five-year Reviews (FYRs) and groundwater monitoring in accordance with the ADEM-approved *Institutional Control Plan* (CH2M, 2019).

The DEAP began with the discovery of tetrachloroethene (PCE) in a Montgomery drinking water supply well in 1991 and downtown building excavation in 1993. Since then, the DEAP site (formerly known as the Capitol City Plume site, located in the northwest portion of downtown Montgomery, Alabama) has been the subject of numerous investigations (conducted by ADEM, EPA, U.S. Geological Society [USGS], and respective contractors) including sampling of soil, groundwater, and soil vapor.

Beginning in September 2015, the DEA was formed and assumed management (from the EPA) of the investigative and remedial activities for the project, under ADEM oversight. During the DEA's management of the project, the following documents and milestones have been achieved:

- **Community Involvement and Outreach Plan** – Submitted in November 2015 and ADEM concurrence received on February 26, 2016.
- **Technical Work Plan** – Submitted in May 2016 and ADEM concurrence received on May 20, 2016. Section 2.1 of this document includes a detailed chronology of investigation activities for this project that were conducted from 1991 through September 2015.

- **Groundwater Monitoring and Soil Vapor Sampling** – The environmental investigation (EI) incorporated available historical data and supplemented those data by sampling existing wells and conducting soil vapor sampling. The field work was conducted in July and September 2016, respectively. Based on historical findings and the results of the EI, the presence of PCE in groundwater was found to be attributed to multiple historical releases from various sources within the downtown Montgomery study area with no continuing sources of PCE to groundwater.
- **Supplemental Environmental Investigation Report** – Submitted in October 2017 and ADEM concurrence received on March 19, 2018.
- **Risk Assessment/Alternative Analysis Report** – Submitted in February 2019 and ADEM concurrence received on March 8, 2019. The report included a human health risk assessment (HHRA) and screening level ecological risk assessment (SLERA) conducted following the Alabama Risk-Based Corrective Action guidance (ADEM, 2017). These assessments were performed using the results of the Supplemental EI. The results of the assessments indicated minimal potential future risks to human health exist due to PCE in groundwater and PCE and trichloroethene (TCE) in soil vapor. No ecological risks were identified.

Based on the potential risk identified in the HHRA, the alternatives analysis was conducted to identify RAs that best meet project remedial action objectives (RAOs). The analysis was conducted following the *Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA* (October 1988, OSWER Directive No. 9355.3-01). The selected controls, ICs with FYRs and groundwater monitoring, eliminate the potential risks identified at the site.

## Chronology of Events

On March 8, 2019, ADEM approved the proposed RAs, ICs with FYRs and groundwater monitoring, for the DEAP. To implement the ICs, an ICP was completed in July 2019 in cooperation with the DEA, and received ADEM concurrence on August 2, 2019. The ICP was placed on 45-day public notice from August 9, 2019 through September 23, 2019. No public comments were received, and the Final Determination Letter was issued on September 25, 2019.

On September 4, 2019, City Ordinance 36-2019 (prohibiting the installation and use of groundwater wells, requiring vapor barriers, and prohibiting first-floor residences for one block within the plume area) was signed into law by the City of Montgomery. On September 20, 2019, Environmental Covenants (ECs) for City-owned properties located at North Lawrence Street and Washington Avenue were finalized and recorded with the Montgomery County Probate Judge's Office. These final documents are provided as attachments to this report (see Attachments 1 and 2).

To support the groundwater monitoring component of the RA, an additional monitoring well, MW-14S, was installed adjacent to the downgradient extent of the PCE plume to monitor potential lateral migration or spreading of the plume. The well was installed the week of September 30, 2019.

Information regarding ECs available to property owners were posted on the project website on October 23, 2019, at the following link: [www.capitalcityplume.org](http://www.capitalcityplume.org).

## Performance Standards and Construction Quality Control

The performance standards for this RA are provided in the ICP as RAOs, which are as follows:

- Protect human health and the environment from exposure to PCE in groundwater at concentrations above its EPA maximum contaminant level (MCL).

- Protect human health from potential future exposure to PCE in groundwater and PCE and TCE in soil vapor within the plume areas.
- Minimize disruptions to property owners and business from activities related to the implementation of the RA.

These performance standards are met through the use of ICs (ECs, ordinances, public notifications, and inspections) and groundwater monitoring at the site. In particular, the ICs include City Ordinance 36-2019 that prevents the installation of new wells or use of existing wells (although none were identified) within the downtown area referred to as the Downtown Environmental Overlay (Figure 3-1 in Attachment 3). Ordinance 36-2019 also contains provisions for the requirement of vapor barriers on new construction and prohibits first-floor residential use for one block within the Downtown Environmental Overlay. Groundwater monitoring will ensure that the plume is stable or attenuating, not increasing in size, and confirm when concentrations decrease below the MCL. Property owners in the Downtown Environmental Overlay will receive annual notification of the ordinance.

The city also placed ECs on City-owned properties where soil vapor concentrations indicate the potential for vapor intrusion. These covenants enforce land-use restrictions that prevent first-floor residential housing, maintain one property as a parking lot, and maintain another property as a right-of way (ROW). More details regarding these ICs and groundwater monitoring are found in the Final ICP (CH2M, 2019).

Because the selected RA does not include construction activities other than the installation of a monitoring well, a construction quality control plan is not applicable. However, the installation of MW-14S met all quality objectives.

## Construction Activities

To improve the groundwater monitoring network at the site, new well MW-14S was installed on September 30, 2019. The well was completed and developed on October 1, 2019. No additional construction activities are associated with the ICs and FYRs. More information regarding the installation of this well are provided as an attachment to this document (see below).

## Final Inspection

Final inspection of new well MW-14S was completed on October 18, 2019, with a representative from ADEM present. During this inspection, new monitoring well MW-14S, the North Lawrence Street EC, and Washington Avenue EC were inspected for completion. Photos associated with the Final Inspection are included as an attachment to this document (see below).

## Certification that Remedy is Operational and Functional

This RAR is intended to document the operability and functionality of the ICs and groundwater monitoring for the DEAP. This RAR was prepared under the supervision of a Professional Engineer licensed by the Alabama Board of Licensure for Professional Engineers and Land Surveyors (see Professional Engineer signature and stamp at the end of this letter). Relevant documents that summarize the completed remedial actions required by the Final ICP are attached to this letter, as follows:

- **Attachment 1** – Final, signed copies of the ECs of the City-owned property located at North Lawrence Street (MW-8S area of interest [AOI]) and the City-owned right-of-way (ROW) along Washington Street (vapor intrusion monitoring system AOI) as referenced in the Final ICP (Jacobs, 2019).

- **Attachment 2** – Final, signed ordinance from the City regarding groundwater use restrictions and vapor barrier requirements within the Downtown Environmental Overlay (Figure 3-1 in Attachment 3), and land use restrictions on the 300 block of Madison Avenue.
- **Attachment 3** – Draft versions of the IC notification letter (to be mailed to property owners within Downtown Environmental Overlay [Figure 3-1] during the fourth quarter of 2019 and annually thereafter), the IC inspection checklist, and property owner interview log.
- **Attachment 4** – Final version of the general ECs available to eligible property owners, which has been placed on the project website for eligible property owners (i.e., property owners within the Downtown Environmental Overlay (shown on the attached IC Map).
- **Attachment 5** – Field documentation (soil boring log, well construction diagram, well development log, survey report, and revised groundwater monitoring program figure [Figure 1]) associated with the installation of MW-14S.
- **Attachment 6** – Photo Log associated with the Final Inspection of new monitoring well MW-14S, the EC associated with North Lawrence Street, and EC associated with Washington Avenue.

## Operation and Maintenance

Enforcement of the ICs presented in the ICP will largely be carried out through the legal and administrative processes adopted by the City. The City is given the authority to adopt and implement ordinances within its city limits by Alabama Code Section 11-45-1 (“Adoption and enforcement authorized”). Once per year the City will notify property owners using Montgomery County Tax Appraiser records. In addition, throughout the year, randomly selected properties will be inspected to confirm they are conforming with the ICs. Groundwater monitoring will initially be conducted annually for at least 3 years, after which the monitoring frequency will be reevaluated. The DEA may elect to reduce the frequency of these monitoring events (subject to ADEM review and approval) if conditions are stable or decreasing after the first three events. The groundwater monitoring will also be conducted in accordance with the standard operating procedure for Low-Flow Groundwater Sampling (Section 3.5 of EPA Region 4’s Groundwater Sampling Operating Procedures<sup>1</sup>). Seven wells that are located upgradient, mid-plume, cross-gradient, and downgradient of the plume are required for monitoring. The results of the inspections and groundwater monitoring will be assessed as part of the Annual Remedial Action Progress Reports.

## Summary of Project Costs

Because this project was not funded using federal funding, a summary of these costs is not applicable. However, it should be noted that the costs incurred by the EPA for investigation and oversight prior to the DEA’s involvement (approximately \$2.6 million) have been reimbursed directly to the EPA.

## General Schedule for Post-RAR Activities

In addition, the DEA offers the following general schedule for the implementation of the annual post-RAR activities for the DEAP:

- **Annual IC Inspections and Interviews with property owners** – Conducted throughout the calendar year at randomly selected properties within the Downtown Environmental Overlay (Figure 3-1 of the ICP).

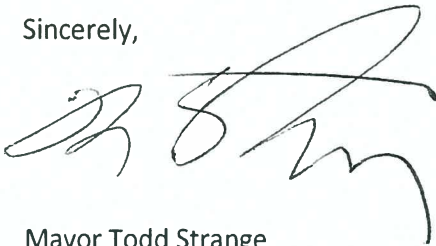
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<sup>1</sup> [https://www.epa.gov/sites/production/files/2017-07/documents/groundwater\\_sampling301\\_af.r4.pdf](https://www.epa.gov/sites/production/files/2017-07/documents/groundwater_sampling301_af.r4.pdf)

- **Property Owner EC Management** – Conducted throughout the calendar year as private property owners file ECs.
- **Annual Groundwater Monitoring Event** – Conducted in the third quarter of the calendar year (to be completed between July 1<sup>st</sup> and September 30<sup>th</sup>) at the seven monitoring wells selected in Section 5 of the ICP.
- **Annual IC Notification Letter Mail-out** – Conducted during the fourth quarter of the calendar year (to be completed by December 31<sup>st</sup>) once the updated Montgomery County Tax Appraiser records are made public.
- **Annual Remedial Action Progress Reports** – Submitted in the first quarter of the following calendar year (draft to be submitted by March 31<sup>st</sup>) to be inclusive of all activities conducted throughout the previous year.

We look forward receiving your review of this RAR. Should you have any questions regarding this RAR, please contact J.P. Martin at 334.215.9036 or [j.p.martin@jacobs.com](mailto:j.p.martin@jacobs.com).

Sincerely,

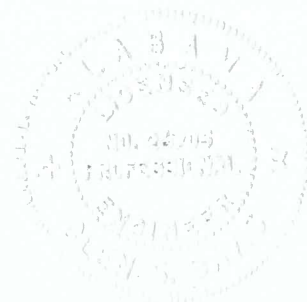


Mayor Todd Strange



Glen S. Davis  
Alabama PE 26705

c: Downtown Alliance Members  
Samantha Downing/ADEM  
J.P. Martin/DEA  
Stephanie Park/DEA



11-8-19

Attachment 1  
Environmental Covenants on  
City-owned Properties

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

**ENVIRONMENTAL COVENANT**

KNOW ALL MEN BY THESE PRESENTS: That pursuant to the Alabama Uniform Environmental Covenants Act, §§ 35-19-1 through 35-19-14, Code of Alabama 1975, as amended, (the "Act") and the ADEM Administrative Code of Regulations promulgated thereunder, that the City of Montgomery, (hereinafter "Grantor") grants this Environmental Covenant, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the City of Montgomery, (hereinafter "Grantee" or "Holder"), to-wit:

WHEREAS, the Grantor is the owner of certain real property known as City of Montgomery, located at 440 N. Lawrence Street, in the City of Montgomery, Montgomery County, Alabama (the "Property"), which was conveyed to Grantor by deed dated September 29, 2003 and recorded in the Office of the Judge of Probate for said County, Alabama, in Deed Book 2748 at Page 0007; and,

WHEREAS, the Property is more particularly described as follows:

All of Lots 1, 4, 5 and 6, and the south 25 feet of Lots 2 and 3 of Block 8 according to the Plan of Scott Town, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Volume "A" and in Volume "X" of Deeds at Page 800, being more particularly described as follows: Beginning at the northeast Intersection of the rights-of-way of North Lawrence Street and Columbus Street; thence North along the east right-of-way of North Lawrence Street 356.25 feet to the southeast intersection of the rights-of-way of North Lawrence Street and Randolph Street; thence East along the south right-of-way of Randolph Street 100 feet to the northeast corner of Lot 1 of said plat; thence, leaving said right-of-way, South 151.3 feet along said east line to a point; thence East 203.3 feet to a point on the west right-of-way of North McDonough Street, said point lying 154 feet south of the southwest intersection of the rights-of-way of Randolph Street and North McDonough Street; thence South approximately 203 feet along the west right-of-way of North McDonough Street to the northwest intersection of the rights-of-way of North McDonough Street and Columbus Street; thence West along the north right-of-way of Columbus Street to the Point of Beginning; containing approximately 1.79 acres.

Also, the rights-of-way of North Lawrence Street and Columbus Street abutting the above described parcel, containing approximately 1.2 acres.

All lying in the northwest quarter of Section 7 T16N R18E, in Montgomery County, Alabama.

WHEREAS, the Grantor has been informed that the soil vapor and/or groundwater beneath the Property is now or may in the future be included in or near the Capital City Plume Site area, an area in the City of Montgomery that has indicated contamination by tetrachloroethene ("PCE") in groundwater/soil vapor and/or trichloroethene ("TCE") in soil vapor only; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property; and

WHEREAS, Grantor knows and understands that it does not own the groundwater beneath the Property, but has the right to a reasonable use thereof; and

WHEREAS, further information concerning the Capital Plume Site may be obtained by contacting:

Chief, Land Division  
**Alabama Department of Environmental Management**  
 1400 Coliseum Boulevard  
 Montgomery, Alabama 36110  
 (334) 271-7700

NOW, THEREFORE, Grantor hereby grants this Environment Covenant to the named Holder, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth below:

1. **DEFINITIONS**

"Grantor" means the City of Montgomery, owner of the Property, its successors and assigns in interest.

2. **USE RESTRICTIONS**

Residential use of this Property is prohibited and current use of this Property shall be maintained as parking only. Any amendments or modifications to the Use Restrictions are subject to notice, review and consent of the Alabama Department of Environmental Management. 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 approval from ADEM.

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 1975, as amended; is perpetual unless modified or terminated pursuant to the terms of this Covenant or §35-19-9, Code of Alabama 1975, 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 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 §35-19-4(b), Code of Alabama 1975, as amended, the Grantor shall send written notification pursuant to Section "H" below, upon any of the following events affecting the property subject to this covenant: Transfer of any interest, any proposed changes in the use of the property, any applications for building permits, or any proposals for site work that could affect the subsurface areas. Said notification shall be sent within fifteen (15) days of the listed event.

C. Registry/Recordation of Environmental Covenant; Amendment; or Termination. Pursuant to §35-19-12(b), Code of Alabama 1975, as amended, this Environmental Covenant and any amendment or termination thereof, shall be contained in the ADEM Registry of 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.

D. Right of Access. The Owner hereby grants to ADEM and any other named Holder, its agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

E. Representations and Warranties. Grantor hereby represents and warrants as follows:

(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; *or* the Grantor has identified all other parties that hold any interest or encumbrance affecting the Property and has notified such parties of the Grantor's intention to enter into this Environmental Covenant.

(iii) 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;

(iv) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;

(v) 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.

F. Compliance Enforcement. In accordance with §35-19-11(b), Code of Alabama 1975, as amended, 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. 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 or terminations to this Environmental Covenant must be made in accordance with §§ 35-19-9 and 35-19-10, Code of Alabama 1975, 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:

**ADEM**

Chief, Land Division  
A.D.E.M.  
1400 Coliseum Boulevard  
Montgomery, AL 36110

**GRANTOR**

City Engineer  
City of Montgomery  
P.O. Box 1111  
Montgomery, AL 36101-1111

I. No Property Interest Created in ADEM. Pursuant to §35-19-3(b), Code of Alabama 1975, 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 real property subject to the covenant, nor does the approval by ADEM of this Environmental Covenant create any interest in the real 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 §35-19-8(a), Code of Alabama 1975, as amended, Grantor shall have this Environmental Covenant, and any amendment or termination thereof, recorded in Montgomery County, Alabama within fifteen (15) days after the date of the final required signature.

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 "L" above.

N. Distribution of Environmental Covenant. In accordance with §35-19-7, Code of Alabama 1975, the 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 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 covenant. However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as herein provided.

O. Party References. All references to ADEM, the Grantor, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 6<sup>th</sup> day of September, 2019.

Grantor  
As Mayor of Montgomery

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

I, THE UNDERSIGNED Notary Public in and for said County and State, hereby certify that Todd Strange, whose name as Grantor and as Mayor of Montgomery, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6<sup>th</sup> day of September, 2019.

Denetra F. Shannon  
Notary Public

My Commission Expires: October 25, 2022

9/6 2019  
APPROVED AS TO FORM  
[Signature]  
City Attorney



**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

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

Dated September 11, 2019

By: [Signature]  
Chief, Land Division  
Alabama Department of Environmental  
Management

State AL  
County Montgomery

On this day 11 day of September, 2019


[Signature]  
notary

Comm. exp. 1-30-23



STATE OF ALABAMA           )  
MONTGOMERY COUNTY        )

I hereby certify that the foregoing Environmental Covenant has been recorded in the property records of Montgomery County, Alabama at Deed Book 5287, Page 880.

Dated September 20, 2019 By:   
Clerk, Office of Probate Judge



STATE OF ALA. MONTGOMERY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED ON  
 RLPY 05287 PG 0880-0887 2019 Sep 20 09:40AM  
 STEVEN L. REED

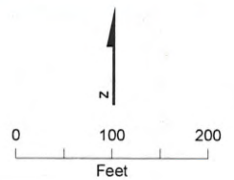
INDEX	REC FEE	CERT	CHARGE-OTHER TOTAL
	\$5.00	\$20.00	\$1.00
			\$26.00



**LEGEND**

- Monitoring Well
- Site Boundary
- Parcel Boundary
- City-owned Property
- Environmental Covenant

Note:  
 Parcel is industrial/commercial use unless  
 otherwise indicated.



**FIGURE 1**  
 North Lawrence Street Environmental Covenant  
 Downtown Environmental Assessment Project  
 Montgomery, AL

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

**ENVIRONMENTAL COVENANT**

KNOW ALL MEN BY THESE PRESENTS: That pursuant to the Alabama Uniform Environmental Covenants Act, §§ 35-19-1 through 35-19-14, Code of Alabama 1975, as amended, (the "Act") and the ADEM Administrative Code of Regulations promulgated thereunder, the City of Montgomery, (hereinafter "Grantor") grants this Environmental Covenant, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the City of Montgomery, (hereinafter "Grantee" or "Holder"), to-wit:

WHEREAS, the Grantor is the owner of certain real property known as City of Montgomery, located at or nearby the right-of-way on the north side of Washington Avenue, in the City of Montgomery, Montgomery County, Alabama (the "Property").

WHEREAS, the Property is more particularly described as follows:

Approximately 154 feet from the northeast intersection of South Lawrence Street and Washington Avenue. Approximately 25 feet from the back of curb to the north right-of-way line of Washington Avenue. Approximately 3,850 square feet.

WHEREAS, the Grantor has been informed that the soil vapor and/or groundwater beneath the Property is now or may in the future be included in or near the Capital City Plume Site area, an area in the City of Montgomery that has indicated contamination by tetrachloroethene ("PCE") in groundwater/soil vapor and/or trichloroethene ("TCE") in soil vapor only; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property; and

WHEREAS, Grantor knows and understands that it does not own the groundwater beneath the Property, but has the right to a reasonable use thereof; and

WHEREAS, further information concerning the Capital Plume Site may be obtained by contacting:

Chief, Land Division  
**Alabama Department of Environmental Management**  
1400 Coliseum Boulevard  
Montgomery, Alabama 36110  
(334) 271-7700

NOW, THEREFORE, Grantor hereby grants this Environment Covenant to the named Holder, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth below:

1. **DEFINITIONS**

“Grantor” means the City of Montgomery, owner of the Property, its successors and assigns in interest.

2. **USE RESTRICTIONS**

Residential use of this property is prohibited. Current use of this Property shall be maintained as sidewalk and right of way only. 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 approval from ADEM.

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 1975, as amended; is perpetual unless modified or terminated pursuant to the terms of this Covenant or §35-19-9, Code of Alabama 1975, 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 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 §35-19-4(b), Code of Alabama 1975, as amended, the Grantor shall send written notification pursuant to Section “H” below, upon any of the following events affecting the property subject to this covenant: Transfer of any interest, any proposed changes in the use of the property, any applications for building permits, or any proposals for site work that could affect the subsurface areas. Said notification shall be sent within fifteen (15) days of the listed event.

C. **Registry/Recordation of Environmental Covenant; Amendment; or Termination.** Pursuant to §35-19-12(b), Code of Alabama 1975, as amended, this Environmental Covenant and any amendment or termination thereof, shall be contained in the ADEM Registry of 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.



D. Right of Access. The Owner hereby grants to ADEM and any other named Holder, its agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

E. Representations and Warranties. Grantor hereby represents and warrants as follows:

(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; *or* the Grantor has identified all other parties that hold any interest or encumbrance affecting the Property and has notified such parties of the Grantor's intention to enter into this Environmental Covenant.

(iii) 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;

(iv) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;

(v) 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.

F. Compliance Enforcement. In accordance with §35-19-11(b), Code of Alabama 1975, as amended, 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. 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 or terminations to this Environmental Covenant must be made in accordance with §§ 35-19-9 and 35-19-10, Code of Alabama 1975, 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:

**ADEM**  
Chief, Land Division  
A.D.E.M.  
1400 Coliseum Boulevard  
Montgomery, AL 36110

**GRANTOR**  
City Engineer  
City of Montgomery  
P.O. Box 1111  
Montgomery, AL 36101-1111

I. No Property Interest Created in ADEM. Pursuant to §35-19-3(b), Code of Alabama 1975, 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 real property subject to the covenant, nor does the approval by ADEM of this Environmental Covenant create any interest in the real 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 §35-19-8(a), Code of Alabama 1975, as amended, Grantor shall have this Environmental Covenant, and any amendment or termination thereof, recorded in Montgomery County, Alabama within fifteen (15) days after the date of the final required signature.

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 "L" above.


N. Distribution of Environmental Covenant. In accordance with §35-19-7, Code of Alabama 1975, the 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 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 covenant. However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as herein provided.

O. Party References. All references to ADEM, the Grantor, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 6<sup>th</sup> day of September, 2019.



Grantor  
As Mayor of Montgomery

9/6 2019  
APPROVED AS TO FORM  
  
City Attorney

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

I, THE UNDERSIGNED Notary Public in and for said County and State, hereby certify that Todd Strange, whose name as Grantor and as Mayor of Montgomery, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of September, 2019.



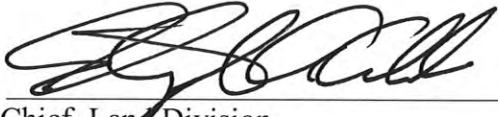
Denetra F. Shannon  
Notary Public

My Commission Expires: October 25, 2022

**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**


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

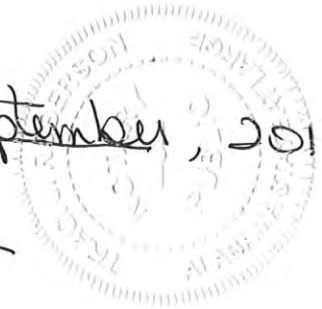
Dated September 11, 2019

By:   
Chief, Land Division  
Alabama Department of Environmental  
Management

State AL  
County Montgomery

On this 11 day of September, 2019

  
notary



Comm. expires 1-30-23

STATE OF ALABAMA            )  
MONTGOMERY COUNTY        )

I hereby certify that the foregoing Environmental Covenant has been recorded in the property records of Montgomery County, Alabama at Deed Book 5287, Page 872.

Dated September 20, 2019 By: Shaunte Goldsmith  
Clerk, Office of Probate Judge



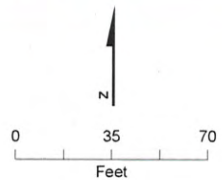
STATE OF ALA.MONTGOMERY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED ON  
 R.L.P.V. 05287 PG 0872-0879 2019 Sep 20 09:40AM  
 STEVEN L. REED

INDEX	\$5.00
REC.FEE	\$20.00
CERT	\$1.00
CHARGE-OTHER TOTAL	\$26.00

LEGEND

- Monitoring Well
- Site Boundary
- Parcel Boundary
- Environmental Covenant

Note:  
 Parcel is industrial/commercial use unless  
 otherwise indicated.



**FIGURE 1**  
 Washington Avenue Environmental Covenant  
 Downtown Environmental Assessment Project  
 Montgomery, AL

Attachment 2  
Final City Ordinance 36-2019

ORDINANCE NO. 36-2019

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF MONTGOMERY, ALABAMA CHAPTER 5, ARTICLE III, SECTION 5-483: WELLS PROHIBITED IN THE CAPITAL CITY PLUME SITE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that Chapter 5, Article III, Section 5-483 of the Code of Ordinances for the City of Montgomery, Alabama be amended and the following adopted:

Sec. 5-483. - Capital City Plume Area Requirements.

Section 1. Capital City Plume Site Area Defined

For purposes of the requirements of this Ordinance, the Capital City Plume Site area shall be defined as the following:

An area bordered on the West by the Alabama River, going North along the river to the extension of Goldbug Street, going East along the extension of Goldbug Street to Union Street, going South along Union Street to Washington Avenue, going West along Washington Avenue to Commerce Street, then going Northwest along Commerce Street to the Alabama River.

Section 2. Wells

It shall be unlawful for any person or entity to dig any wells or use any existing wells in the site identified as the Capital City Plume Site.

Section 3. Soil Vapor Barriers

A vapor retarder shall be required in accordance with the International Building Code and applicable EPA vapor intrusion guidelines for all new foundations located within the designated Capital City Plume Site.

Section 4. Certain Uses of First Floor Prohibited in Single Block Area

Schools, daycare facilities or residential use of first floor shall be prohibited in the single block area bordered on the west by N. McDonough Street, on the north by E. Jefferson Street, on the east by N. Hull Street and on the south by Madison Avenue.

Section 5. Alabama Department of Environmental Management

- (a) Requirements set forth in this Section are in compliance with Institutional Controls submitted in the Institutional Controls Plan by the Downtown Environmental Alliance and accepted by the Alabama Department of Environmental Management.
(b) Any amendments or modifications to this Section are subject to notice, review and consent by the Alabama Department of Environmental Management.

ADOPTED this the 3rd day of September, 2019.

Brenda Gale Blalock
BRENDGALE BLALOCK, CITY CLERK

APPROVED: SEP - 4 2019

Todd Strange
TODD STRANGE, MAYOR

36-2019



STATE OF ALA. MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
RLPY 05287 PG 0560 2019 Sep 19 02:55PM
STEVEN L. REED
JUDGE OF PROBATE

INDEX \$5.00
REC FEE \$2.50
CERT \$1.00
CHARGE-OTHER TOTAL \$8.50
350533 Clerk: #108 02:57PM



Attachment 3  
Public Notification and Inspection  
Documents

# Notification Letter

November XX, 2019

Mr./Ms. XXXXX XXXXX  
[[MAILING ADDRESS]]  
Montgomery, AL 36XXX

Subject: Institutional Controls Notification for [[PROPERTY ADDRESS or PARCEL ID?]]  
– Downtown Environmental Assessment Project (DEAP)

Dear Mr./Ms. XXXXX:

On behalf of the Downtown Environmental Alliance, this notification letter is being sent to inform you of new City Ordinance 36-2019, Chapter 5, Article III, Section 5-483 of the Code of Ordinances for the City of Montgomery (hereafter referred to as the “Ordinance”) that affects the afore-mentioned property. The new ordinance was prepared by the City of Montgomery in conjunction with the Alabama Department of Environmental Management (ADEM) in compliance with an *Institutional Controls Plan*, which is available for your review at [www.capitalcityplume.org](http://www.capitalcityplume.org).

The new Ordinance was developed based on the results of the Capital City Plume investigation and evaluation. More information related to this project is located at [www.capitalcityplume.org](http://www.capitalcityplume.org). Please note that although the Ordinance address groundwater use restrictions, it does not affect the City of Montgomery’s drinking water. Montgomery drinking water comes from other water sources (i.e. the Tallapoosa River and/or well fields in West and South Montgomery) and is safe for you to drink.

The following information outlines how the Ordinance relates to your property:

- **Groundwater Use Restrictions:** Per Section 2 of the Ordinance, it is unlawful to dig any wells *or use any existing wells* on your property. If there is an existing well on your property, you are required to decommission and close it, in accordance with ADEM guidelines. (Guidelines for decommissioning a well are found in Appendix B at <http://www.adem.state.al.us/programs/land/landforms/AEIRGINvestigation.pdf> )
- **Construction Requirements:** Per Section 3 of the Ordinance, any new foundations being installed on the property will require installation of a vapor barrier in accordance with the International Building Code and applicable Environmental Protection Agency vapor intrusion guidelines.
- **First Floor Residential Use Restriction (North 300 Block of Madison Avenue):** Section 4 of the Ordinance applies to a single city block bounded by Madison Avenue on the south, East Jefferson Street on the north, North Hull Street on the east and North McDonough Street on the west. Parcels within this block are prohibited from constructing or maintaining first-floor residences, schools, or daycare facilities.

We encourage you to review the information at [www.capitalcityplume.org](http://www.capitalcityplume.org) and contact XXXXXXXX with any questions or concerns.

By receipt of this notification letter, your property is eligible for a voluntary environmental covenant. You are encouraged to place a voluntary environmental covenant on your property to provide notice of

the Ordinance to subsequent property owners. By using this voluntary covenant, the normal ADEM administration fee will be waived. If you, as an eligible property owner, would like to explore this option, please review the information located at [\[\[INSERT WEBSITE LINK TO EC PAGE HERE\]\]](#) and contact XXXXXXXX.

To provide continuous notifications to current and new property owners, a similar letter will be mailed in the fourth quarter of each year. Any changes to these restrictions will be updated in these annual letters. Should you have any questions regarding this notification letter, please contact XXXXXXXX.

Sincerely,

XXXXXXXXXXXXXXXXXXXX

c: Project File

November XX, 2019

Mr./Ms. XXXXX XXXXX  
[[MAILING ADDRESS]]  
Montgomery, AL 36XXX

Subject: Institutional Controls Notification for [[PROPERTY ADDRESS or PARCEL ID?]]  
– Downtown Environmental Assessment Project (DEAP)

Dear Mr./Ms. XXXXX:

On behalf of the Downtown Environmental Alliance, this notification letter is being sent to inform you of new City Ordinance 36-2019, Chapter 5, Article III, Section 5-483 of the Code of Ordinances for the City of Montgomery (hereafter referred to as the “Ordinance”) that affects the afore-mentioned property. The new ordinance was prepared by the City of Montgomery in conjunction with the Alabama Department of Environmental Management (ADEM) in compliance with an *Institutional Controls Plan*, which is available for your review at [[HYPERLINK LOCATION/Website address]].

The new Ordinance was developed based on the results of the Capital City Plume investigation and evaluation. More information related to this project is located at [www.capitalcityplume.org](http://www.capitalcityplume.org). Please note that although the Ordinance address groundwater use restrictions, it does not affect the City of Montgomery’s drinking water. Montgomery drinking water comes from other water sources (*i.e.* the Tallapoosa River and/or well fields in West and South Montgomery) and is safe for you to drink.

The following information outlines how the Ordinance relates to your property:

- **Groundwater Use Restrictions:** Per Section 2 of the Ordinance, it is unlawful to dig any wells *or use any existing wells* on your property. If there is an existing well on your property, you are required to decommission and close it, in accordance with ADEM guidelines. (Guidelines for decommissioning a well are found in Appendix B at <http://www.adem.state.al.us/programs/land/landforms/AEIRGInvestigation.pdf> )
- **Construction Requirements:** Per Section 3 of the Ordinance, any new foundations being installed on the property will require installation of a vapor barrier in accordance with the International Building Code and applicable Environmental Protection Agency vapor intrusion guidelines.

We encourage you to review the information at [www.capitalcityplume.org](http://www.capitalcityplume.org) and contact XXXXXXX with any questions or concerns.

By receipt of this notification letter, your property is eligible for a voluntary environmental covenant. You are encouraged to place a voluntary environmental covenant on your property to provide notice of the Ordinance to subsequent property owners. By using this voluntary covenant, the normal ADEM administration fee will be waived. If you, as an eligible property owner, would like to explore this option, please review the information located at [[INSERT WEBSITE LINK TO EC PAGE HERE]] and contact XXXXXXX.

To provide continuous notifications to current and new property owners, a similar letter will be mailed in the fourth quarter of each year. Any changes to these restrictions will be updated in these annual letters. Should you have any questions regarding this notification letter, please contact XXXXXXXX.

Sincerely,

XXXXXXXXXXXXXXXXXXXX

c: Project File

# Inspection Checklist

# Institutional Controls Annual Inspection Checklist

---

INSPECTION DATE: \_\_\_\_\_ INSPECTION ADDRESS: \_\_\_\_\_

INSPECTOR NAME: \_\_\_\_\_

INSPECTOR CERTIFICATION

This is to certify that the 2020 annual institutional controls inspections on **XX/XX/XX** was conducted by **XXXXXX XXXXXX**

Date:

If the answer to any of the following questions deviates from the prescribed land use restriction, please describe and explain on the attached comment sheet.

Land Use Restriction	Inspection
<p><b>Site-wide Groundwater Use Restriction:</b> Based on the Institutional Control Plan (ICP), there is a restriction on the use of shallow groundwater within the Downtown Environmental Assessment Project (DEAP) Land Use Restriction Areas. There is also a 2002 City ordinance that prohibits the installation of groundwater wells within a similar boundary and a 2019 amendment to the Ordinance prohibits the use of any existing well. <a href="#">Figure 3-1 of the ICP</a> depicts the DEAP Land Use Restriction Areas.</p>	<p>1. Has intrusive work been completed on the subject property that would potentially encounter groundwater? Yes      No      Unknown</p> <p>2. If yes, is there an operable groundwater well located on the subject property? Yes      No      Unknown</p> <p>3. If yes, was the well installed prior to the 2002 City Ordinance banning well installations, and is documentation of installation available? Yes      No      Unknown</p> <p>4. Provide the date that the property owner plans to decommission and abandon the well (See Interview Documentation ). _____</p>



Land Use Restriction	Inspection
<p><b>First-Floor Residential Restriction (North 300 Block of Madison Ave.):</b></p> <p>Based on the ICP, the City has passed an ordinance that restricts this block from first-floor residential use (including schools and daycare facilities). <a href="#">Figure 3-1 of the ICP</a> depicts the DEAP Land Use Restriction Areas.</p>	<p>1. Is the subject property located in the North 300 Block of Madison Avenue?</p> <p>Yes      No</p> <p>2. If yes, are there any structures on the subject property that would be considered a first-floor residence, school, or daycare:</p> <p>Yes      No      Unknown</p> <p>3. If, yes, is the property owner aware that there is a City Ordinance prohibiting first-floor residential, school, or day-care land use on this block (See Interview Documentation)?</p> <p>Yes      No      Unknown</p>
<p><b>Environmental Covenant (EC) at North Lawrence Street:</b> Based on the ICP, the City has placed an EC on their property that states that it will remain a parking only.</p>	<p>1. Is the subject property still used for parking only?</p> <p>Yes      No</p> <p>2. If No, has the City sold the property or has the EC been modified to allow property use other than parking?</p> <p>Yes      No</p>
<p><b>Environmental Covenant (EC) at Washington Street Right-of-Way (ROW):</b> Based on the ICP, the City has placed an EC on the northern ROW that states that this property will remain public ROW.</p>	<p>1. Is the subject property still a public ROW?</p> <p>Yes      No</p> <p>2. If No, has the City sold the property or has the EC been modified to allow alternative property use?</p> <p>Yes      No</p>
<p><b>General Environmental Covenant (EC) available to property owners Review:</b> Based on the ICP, general ECs are offered to property owners with in the DEAP Land Use Restriction Areas.</p>	<p>1. Have any General ECs been filed since the last annual inspection?</p> <p>Yes      No</p> <p>2. If yes, please list the property(ies) and the restrictions on the attached comment sheet (indicate if the site-specific restrictions are not being maintained):</p>

**Comment Sheet**

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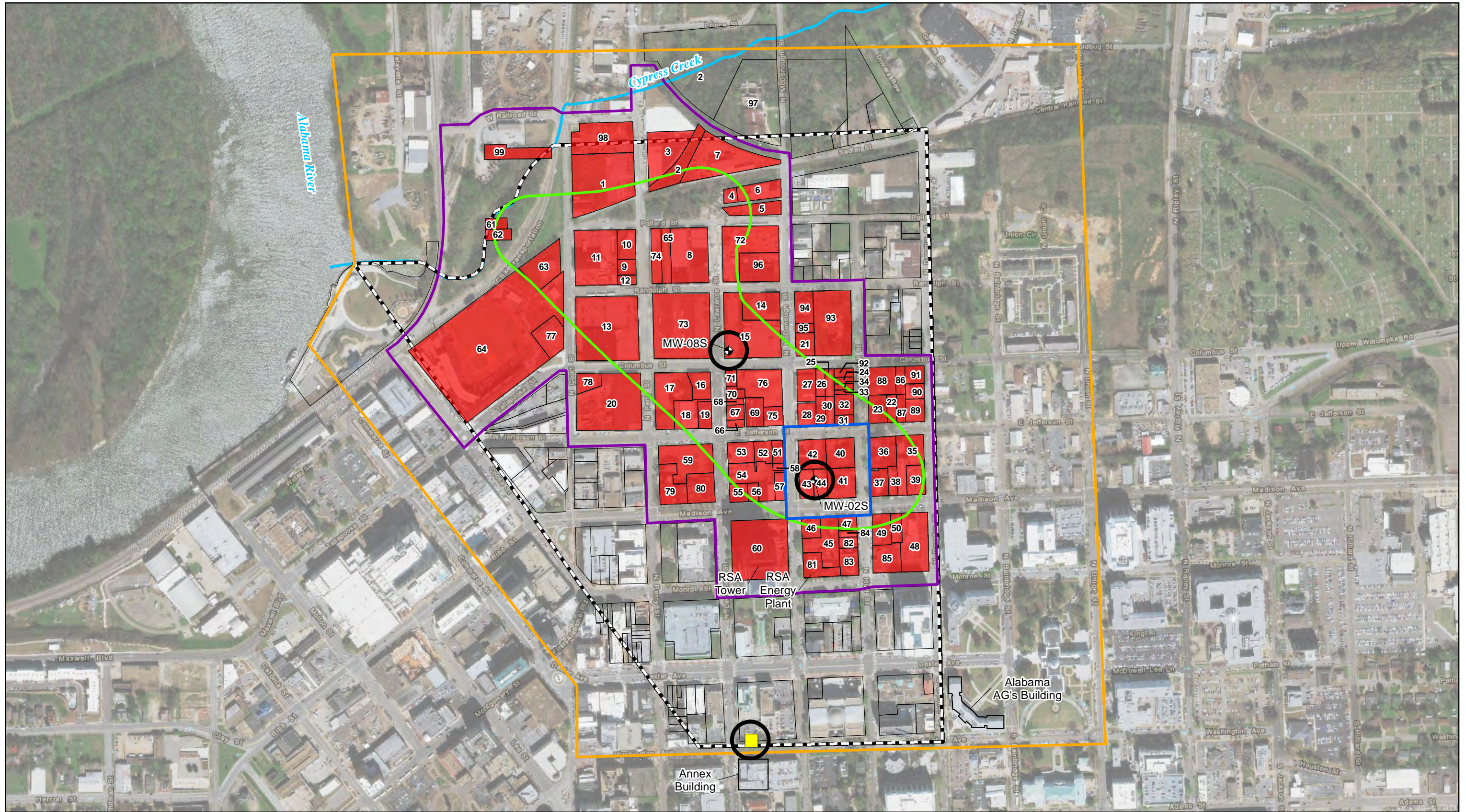
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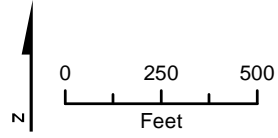
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Figure



- LEGEND**
- Site Boundary
  - PCE Plume 100-foot Buffer
  - Parcel Boundary
  - Blocks Intersecting Plume and 100-ft Buffer
  - Downtown Environmental Overlay/DEAP Boundary
  - 2S AOI Overlay
  - Current Groundwater Well Drilling Ban Ordinance
  - Areas of Interest (AOIs)
  - Monitoring Well
  - Vapor Intrusion Monitoring System

Notes:  
 1. AG = Attorney General  
 2. PCE = tetrachloroethene  
 3. RSA = Retirement Systems of Alabama



**FIGURE 3-1**  
 DEAP Overlays and AOIs  
 Institutional Controls Plan  
 Downtown Environmental Assessment Project  
 Montgomery, AL

# Interview Documentation

## INTERVIEW DOCUMENTATION FORM

The following is a list of individuals interviewed for this Downtown Environmental Assessment Project Institutional Controls Inspection Period. See the attached contact records for a detailed summary of the interviews.

Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date
Name	Title/Position	Organization	Date

<b>INTERVIEW RECORD</b>		
<b>Site Name: Montgomery Downtown Environmental Assessment Project</b>		
<b>Subject:</b>	<b>Time:</b>	<b>Date:</b>
<b>Type:</b> <input type="checkbox"/> Telephone <input type="checkbox"/> Visit <input type="checkbox"/> Other	<input type="checkbox"/> Incoming <input type="checkbox"/> Outgoing	
<b>Location of Visit:</b>		
<b>Contact Made By:</b>		
<b>Name:</b>	<b>Title:</b>	<b>Organization:</b>
<b>Individual Contacted:</b>		
<b>Name:</b>	<b>Title:</b>	<b>Organization:</b>
<b>Telephone No:</b>	<b>Street Address:</b>	
<b>Fax No:</b>	<b>City, State, Zip:</b>	
<b>E-Mail Address:</b>		
<b>Summary of Conversation (Refer to Questions in Annual Inspection Checklist)</b>		

Attachment 4  
Environmental Covenant Available to  
Property Owners



STATE OF ALABAMA )  
MONTGOMERY COUNTY )

**ENVIRONMENTAL COVENANT**

KNOW ALL MEN BY THESE PRESENTS: That pursuant to the Alabama Uniform Environmental Covenants Act, §§ 35-19-1 through 35-19-14, Code of Alabama 1975, as amended, (the “Act”) and the ADEM Administrative Code of Regulations promulgated thereunder,

**(INSERT PROPERTY OWNER NAME)**

(hereinafter “Grantor”) grants this Environmental Covenant, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the following:

**(INSERT PROPERTY OWNER NAME)**

(hereinafter “Grantee” or “Holder”), to-wit:

WHEREAS, the Grantor is the owner of certain real property known as City of Montgomery, located at \_\_\_\_\_, in the City of Montgomery, Montgomery County, Alabama (the “Property”), which was conveyed to Grantor by deed dated \_\_\_\_\_ and recorded in the Office of the Judge of Probate for said County, Alabama, in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_; and,

WHEREAS, the Property is more particularly described as follows:

**(INSERT PROPERTY LEGAL DESCRIPTION)**

WHEREAS, the Grantor is aware that the soil vapor and/or groundwater beneath the Property is now or may in the future be included in or near the Capital City Plume Site area, an area in the City of Montgomery that has indicated contamination by tetrachloroethene (“PCE”) in groundwater/soil vapor and/or trichloroethene (“TCE”) in soil vapor only; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property; and

WHEREAS, Grantor knows and understands that it does not own the groundwater beneath the Property, but has the right to a reasonable use thereof; and

WHEREAS, further information concerning the Capital Plume Site may be obtained by contacting:

Chief, Land Division  
**Alabama Department of Environmental Management**  
1400 Coliseum Boulevard  
Montgomery, Alabama 36110  
(334) 271-7700

NOW, THEREFORE, Grantor hereby grants this Environment Covenant to the named Holder, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the requirements set forth below:

1.     **DEFINITIONS**

“Grantor” means owner of the Property, its successors and assigns in interest.

2.     **USE RESTRICTIONS**

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 approval from ADEM.

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 1975, as amended; is perpetual unless modified or terminated pursuant to the terms of this Covenant or §35-19-9, Code of Alabama 1975, 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 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 §35-19-4(b), Code of Alabama 1975, as amended, the Grantor shall send written notification pursuant to Section “H” below, upon any of the following events affecting the property subject to this covenant: Transfer of any interest, any proposed changes in the use of the property, any applications for building permits, or any proposals for site work that could affect the subsurface areas. Said notification shall be sent within fifteen (15) days of the listed event.

C.     Registry/Recordation of Environmental Covenant; Amendment; or Termination. Pursuant to §35-19-12(b), Code of Alabama 1975, as amended, this Environmental Covenant and any amendment or termination thereof, shall be contained in the ADEM Registry of 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.

D. Right of Access. The Owner hereby grants to ADEM and any other named Holder, its agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

E. Representations and Warranties. Grantor hereby represents and warrants as follows:

(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; *or* the Grantor has identified all other parties that hold any interest or encumbrance affecting the Property and has notified such parties of the Grantor's intention to enter into this Environmental Covenant.

(iii) 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;

(iv) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;

(v) 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.

F. Compliance Enforcement. In accordance with §35-19-11(b), Code of Alabama 1975, as amended, 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. 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 or terminations to this Environmental Covenant must be made in accordance with §§ 35-19-9 and 35-19-10, Code of Alabama 1975, 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:

**ADEM**

Chief, Land Division  
A.D.E.M.  
1400 Coliseum Boulevard  
Montgomery, AL 36110

**GRANTOR**

Name  
Address  
City, State

I. No Property Interest Created in ADEM. Pursuant to §35-19-3(b), Code of Alabama 1975, 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 real property subject to the covenant, nor does the approval by ADEM of this Environmental Covenant create any interest in the real 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 §35-19-8(a), Code of Alabama 1975, as amended, Grantor shall have this Environmental Covenant, and any amendment or termination thereof, recorded in Montgomery County, Alabama within fifteen (15) days after the date of the final required signature.

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 “L” above.

N. Distribution of Environmental Covenant. In accordance with §35-19-7, Code of Alabama 1975, the 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 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 covenant. However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as herein provided.

O. Party References. All references to ADEM, the Grantor, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Grantor

**STATE OF ALABAMA**            )  
**MONTGOMERY COUNTY**        )

I, THE UNDERSIGNED Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, whose name as 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, he executed the same voluntarily on the day the same bears date.

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

\_\_\_\_\_  
Notary Public

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

**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

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

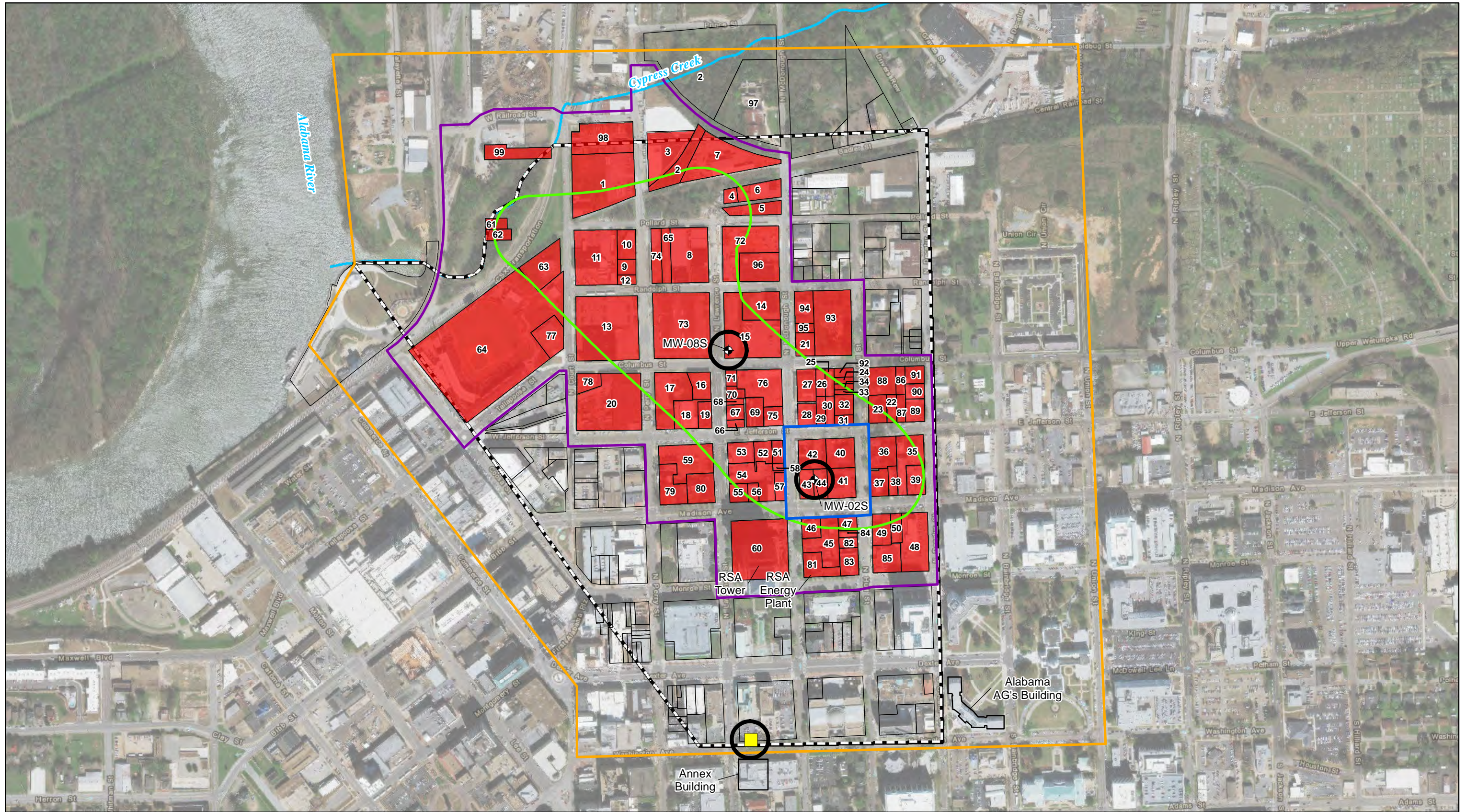
Dated \_\_\_\_\_, 2019

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

STATE OF ALABAMA )  
 MONTGOMERY COUNTY )

I hereby certify that the foregoing Environmental Covenant has been recorded in the property records of Montgomery County, Alabama at Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

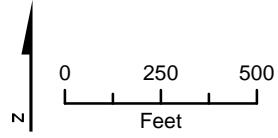
Dated \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
 Clerk, Office of Probate Judge



- LEGEND**
- Site Boundary
  - PCE Plume 100-foot Buffer
  - Parcel Boundary
  - Blocks Intersecting Plume and 100-ft Buffer
  - Downtown Environmental Overlay/DEAP Boundary
  - 2S AOI Overlay

- Current Groundwater Well Drilling Ban Ordinance
- Areas of Interest (AOIs)
- Monitoring Well
- Vapor Intrusion Monitoring System

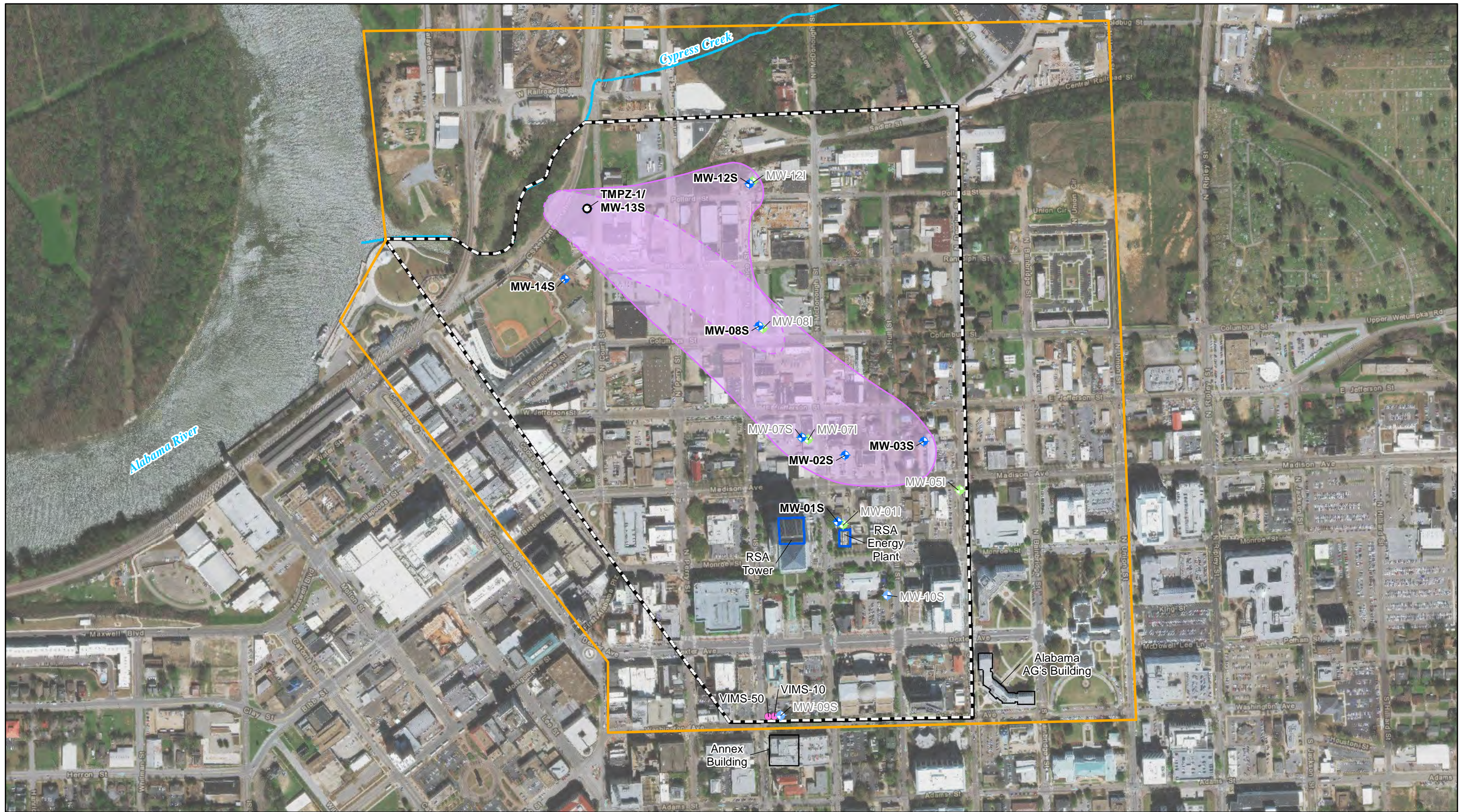
Notes:  
 1. AG = Attorney General  
 2. PCE = tetrachloroethene  
 3. RSA = Retirement Systems of Alabama



**IC Map**  
 DEAP Overlays and AOIs  
 Institutional Controls Plan  
 Downtown Environmental Assessment Project  
 Montgomery, AL



Attachment 5  
Field Documentation for  
MW-14S Installation

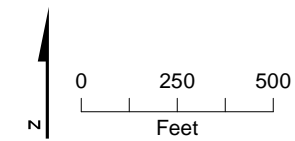


**LEGEND**

- ◆ Shallow Monitoring Well
- ◆ Intermediate Monitoring Well
- Temporary Piezometer
- VIMS
- RSA Building
- Site Boundary
- Approximate Extent of PCE > 5 µg/L
- Current Groundwater Well Drilling Ban Ordinance

**Notes:**

1. AG - Attorney General
2. RSA - Retirement Systems of Alabama
3. VIMS - Vapor Intrusion Monitoring System
4. µg/L - micrograms per liter
5. Wells that are bold will be sampled during the annual monitoring program. Wells that are shaded will only be gauged for groundwater elevation.



**FIGURE 1**  
 Groundwater Monitoring Program  
 Remedial Action Report  
 Downtown Environmental Assessment Project  
 Montgomery, AL



PROJECT NUMBER

666378CH.01.RA

BORING NUMBER

MW-14S

Page\_1\_\_ of \_\_3\_\_

SOIL BORING LOG

PROJECT : **Montgomery DEAP** LOCATION : **Montgomery, AL**  
 ELEVATION (FT): **158.38 (top of casing)** DRILLING CONTRACTOR : **GSE - Trinity, AL: Driller - Trent Herod**  
 DRILLING METHOD AND EQUIPMENT USED : **Sonic 4" x 6" method**  
 WATER LEVELS (FT): **30** START : **9/30/2019** END: **9/30/2019** LOGGER : **John Towns**

DEPTH BELOW SURFACE (FT)	STANDARD PENETRATION TEST RESULTS			SOIL DESCRIPTION	COMMENTS				
	INTERVAL (FT)	RECOVERY (%)	#/TYPE		6"-6"-6"-6" (N)	DEPTH OF CASING, DRILLING RATE, DRILLING FLUID LOSS, TESTS, AND INSTRUMENTATION.	PID (ppm)	Notes	Aquifer Properties
0				<p><u>0' - 9' - SILTY SAND (SM)</u> - reddish brown, damp, medium dense, 60-80% very fine to fine grained sand, some mica present, 20-40% non-plastic fines, sand content increasing with depth.</p>					
5						@6' = 0	No Odor		
10				<p><u>9' - 12' - Organic Silt with Gravel (OL)</u> - very dark brown, damp, stiff to soft, 85% non-plastic organic fines, 15% quartz gravel up to 1" diameter.</p>					
15						@10' = 0	No Odor		
				<p><u>12' - 21' - SANDY CLAY (CH)</u> - mottled yellow and gray, damp, soft, 60-70% high plastic fines, 30-40% very fine grained sand, some mica.</p>					
						@12' = 0			
					@14' = 0	No Odor			
					@16' = 0				
					@18' = 0				
20					@20' = 0				



PROJECT NUMBER

666378CH.01.RA

BORING NUMBER

MW-14S

Page 1 of 3

SOIL BORING LOG

PROJECT : **Montgomery DEAP** LOCATION : **Montgomery, AL**  
 ELEVATION (FT): **158.38 (top of casing)** DRILLING CONTRACTOR : **GSE - Trinity, AL: Driller - Trent Herod**  
 DRILLING METHOD AND EQUIPMENT USED : **Sonic 4" x 6" method**  
 WATER LEVELS (FT): **30** START : **9/30/2019** END: **9/30/2019** LOGGER : **John Towns**

DEPTH BELOW SURFACE (FT)	STANDARD PENETRATION TEST RESULTS			SOIL DESCRIPTION	COMMENTS				
	INTERVAL (FT)	RECOVERY (%)	6"-6"-6"-6" (N)		SOIL NAME, USCS GROUP SYMBOL, COLOR, MOISTURE CONTENT, RELATIVE DENSITY, OR CONSISTENCY, SOIL STRUCTURE, MINERALOGY.	DEPTH OF CASING, DRILLING RATE, DRILLING FLUID LOSS, TESTS, AND INSTRUMENTATION.	PID (ppm)	Notes	Aquifer Properties
	#/TYPE								
25				<p>21' - 27' - <u>SAND with Silt (SM)</u> - yellowish brown, damp, medium dense, 75% very fine grained sand, 25% non-plastic fines.</p>	@22' = 0	No Odor			
30				<p>27' - 28' - <u>Organic Clay with Gravel (OL)</u> - mottled very dark brown and yellowish brown, damp, stiff to soft, 75% moderate plastic fines, 25% fine to coarse grained sand and gravel up to 0.5" diameter.</p> <p>28' - 50' - <u>SAND (SW) with Gravel</u> - very pale brown, dry to wet at 30' bls, loose, fine to coarse grained sand and gravel up to 0.5" diameter, gravel portion ~30%.</p>	@24' = 0				
35					@26' = 0				
40					@28' = 0	No Odor			
					@30' = 0	No Odor	Wet at 30' bls		
					@32' = 0				
					@34' = 0				
					@36' = 0				
					@38' = 0				
					@40' = 0				



**WELL COMPLETION DIAGRAM**

PROJECT : **Montgomery DEAP**

LOCATION : **Montgomery, AL**

DRILLING CONTRACTOR : **GSE - Trinity, AL**

Driller: **Trent Herod**

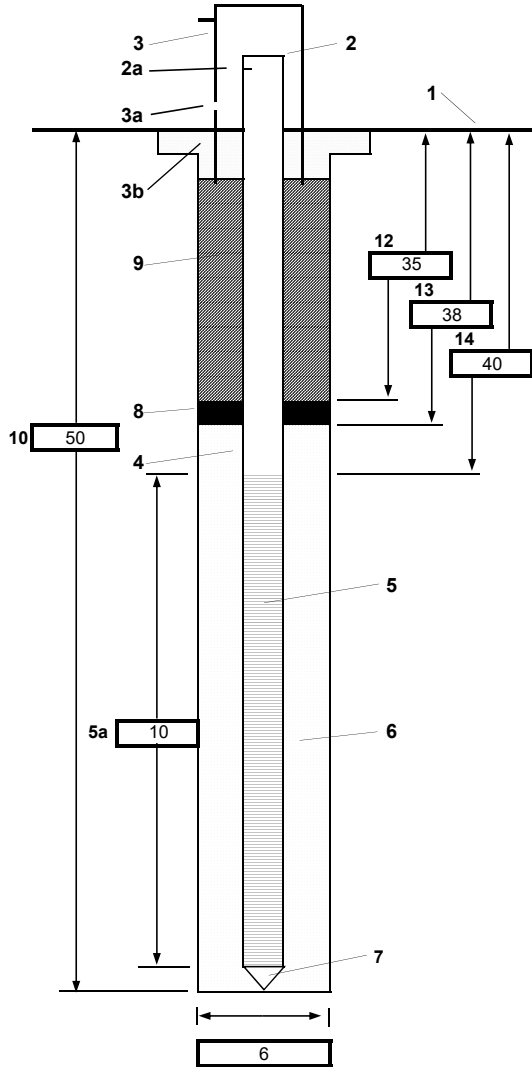
DRILLING METHOD AND EQUIPMENT : **Sonic 4" x 6" method**

WATER LEVEL (feet): **30**

START : **9/30/2019**

END : **10/1/2019**

LOGGER: **John Towns**



1- Ground elevation at well	<b>158.39</b>
2- Top of casing elevation	<b>158.38</b>
a) vent hole installed? (yes/no)	<b>no</b>
3- Wellhead protection cover type	<b>Flush-mount, 8" diameter cover</b>
a) weep hole installed? (yes/no)	<b>no</b>
b) concrete pad dimension (square feet)	<b>2</b>
4- Casing diameter (inches)	<b>2</b>
Type of well casing	<b>Sch 40 PVC</b>
5- Type/slot size of screen	<b>0.01"</b>
a) Length of screen (feet)	<b>10</b>
6- Type of screen filter pack	<b>20/40 silica sand</b>
a) Quantity used (50-pound bags)	<b>4</b>
7- Well point (inches)	<b>0</b>
8- Type of seal	<b>3/8" bentonite chips</b>
a) Quantity used (50-pound bags)	<b>1</b>
9- Grout mix	
a) Quantity used (94-pound bags)	<b>4</b>
b) Method of placement	<b>Tremie pipe</b>
10- Total well depth (ft bls)	<b>50</b>
Development method:	<b>Over-pumping</b>
11- Borehole diameter (inches)	<b>6</b>
12- Depth to top of seal (ft bls)	<b>35</b>
13- Depth to top of filter pack (ft bls)	<b>38</b>
14- Depth to top of well screen (ft bls)	<b>40</b>
Development time (hours)	<b>1</b>
Estimated purge volume (gallons)	<b>50</b>

Comments:

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**CH2M / JACOBS**  
**Cypress Creek Well Survey**  
**Montgomery, Alabama**  
**Survey Date: July 25, 2016, 11:45 am cst**

WELL ID	NORTHING	EASTING	LATITUDE	LONGITUDE	TOP OF LID ELEVATION	TOP OF PVC NORTH EDGE ELEVATION	GROUND ELEVATION
TMPZ - 1	685,647.077	509,234.130	32°23'02.46"N	86°18'33.46"W	158.90	158.46	158.17

WELL ID	NORTHING	EASTING	LATITUDE	LONGITUDE	10 FOOT REFERENCE POINT	WATER SURFACE ELEVATION 11:45AM CST	BOTTOM CREEK BED AT SUPPORT
CCG-1	685,419.198	508,700.957	32°23'00.18"N	86°18'39.67"W	130.33	124.52	119.62

NOTE: 10 FT. REFERENCE POINT IS 10 FT. ABOVE PRESSURE PLATE OF TRANSDUCER

CONTROL POINTS (SIP WITH CAPS)	NORTHING	EASTING	GROUND ELEVATION
CP1	685,333.201	508,748.492	157.30
CP2	685,613.179	509,211.825	159.15
CP3	685,181.078	508,548.964	159.50

NOTE: LOCATION AND ELEVATIONS DETERMINED BY GPS EQUIPMENT  
 CORS\_ID AL60, MONTGOMERY, ALABAMA NAD 83, NAVD 88 ORTHO HEIGHT

**ADDITIONAL SURVEY INFORMATION**

WELL ID	NORTHING	EASTING	LATITUDE	LONGITUDE	TOP OF LID ELEVATION	TOP OF PVC NORTH EDGE ELEVATION	GROUND ELEVATION
MW-14S	685,263.539	509,114.463	32°22'58.66"N	86°18'34.84"W	158.62	158.38	158.39

Survey Date: October 2, 2019, 9:30 am cst



Attachment 6  
Final Inspection Photo Log



New Monitoring Well MW-14S



New Monitoring Well MW-14S



North Lawrence Street Environmental Covenant  
(Facing North)



North Lawrence Street Environmental Covenant  
(Facing Northeast)



Washington Avenue Environmental Covenant  
(Facing West)



Washington Avenue Environmental Covenant  
(Facing East)