

Appendix A – Amended Environmental Covenant



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

January 7, 2021

Mr. Nathaniel Booth
Deputy Chief Operating Officer
USGS Water Resources Mission Area
12201 Sunrise Valley Drive, MS 412
Reston, VA 20192

RE: USGS HIF Project Summary Document for Environmental Covenant
University of Alabama - Bryce Hospital Property
Tuscaloosa, Tuscaloosa County, Alabama

Dear Mr. Booth:

The Alabama Department of Environmental Management has received your November 23, 2020 letter describing proposed construction activities on a section of the above referenced site. Based on the information provided, the proposed activities follow requirements, including the ARBCA evaluation, listed in the recorded Environmental Covenant for the site.

The information will be filed for access in the Department's E-file system at www.adem.alabama.gov.

If you have any questions, please contact me at 334/270-5665.

Sincerely,

Chad Reeves, Hydrogeologist
Groundwater Branch
Land Division





United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Water Mission Area
Office of the Chief Operating Officer
Reston, Virginia 20192

November 23, 2020

Mr. Chad Reeves
Alabama Department of Environmental Management (ADEM)
Montgomery Office
1400 Coliseum Boulevard
Montgomery, AL 36110

RE: USGS HIF Project Summary Document for Environmental Covenant

Dear Chad:

This letter is to inform you of the details regarding the proposed construction of a new Hydrologic Instrumentation Facility (HIF) for the United States Geological Society (USGS) on the University of Alabama campus in Tuscaloosa, Alabama. The project purpose is to construct a new HIF consisting of laboratory, office, training, and warehouse space that includes new capabilities to meet the hydrologic equipment needs of the Next Generation USGS Water Observing System.

The attachment provides details pertaining to the Environmental Covenant at the site including plans to meet conditions therein.

Please let us know if you have any questions.

Sincerely,

**NATHANIEL
BOOTH**

Digitally signed by NATHANIEL
BOOTH
Date: 2020.11.23 14:21:02 -06'00'

Nathaniel Booth
Deputy Chief Operating Officer
USGS Water Resources Mission Area
12201 Sunrise Valley Drive, MS 412
Reston, VA 20192
608-239-1108 | nlbooth@usgs.gov

Attachments:
USGS HIF Project Summary FYI Document
Civil Site Plan

USGS HIF Project Summary FYI Document

Proposed Project

The HIF provides hydrologic instrumentation and equipment services for the Department of the Interior (DOI), USGS, and numerous other Federal partners. The services include the sales, rental, repair and servicing of equipment, as well as evaluation and development of new instrument technologies and the verification/certification of in-service equipment used to measure water velocity, and water level. The HIF also provides USGS water enterprise remote data collection telemetry support and hands-on data collection and water-quality equipment training classes. These services are fundamental to the USGS mission of providing timely and accurate water resources information for the nation. Instrumentation innovation results in more capabilities and efficiency, certification maintains a high degree of quality assurance and nationwide provisioning provides field offices with necessary equipment when and where hydrologic conditions or studies warrant.

Construction Detail

The Hydrologic Instrumentation Facility (HIF) is designed to be compatible with existing campus structures at the University of Alabama, Tuscaloosa while also providing a distinctive appearance in response to the specialized scientific functions housed within. Where appropriate, the design will incorporate components as suggested by the University of Alabama Campus Design Guide, such as red brick exterior finish. The building mass and orientation are designed to take advantage of desirable views to the Black Warrior River and provide a street façade that is compatible with the campus context. The total as designed proposed building gross square footage is 97,721. A site diagram of the proposed building is attached.

The HIF is a multi-story building focused on the large high bay Hydraulic Lab which is the centerpiece of the building. Other spaces are organized from public to most nonpublic spaces along the west and north sides of the building footprint to take advantage of views to the William Bacon Oliver Lake and allow maximum desirable northern natural light penetration into the building. All spaces directly supporting the Hydraulic Lab are located on the first floor. Public spaces include the Gathering Space, Training Rooms, Conference Rooms and a 150-person Auditorium. Semi-public spaces include Administrative Spaces and Labs/Shops are located on both the first and second floors. Nonpublic spaces include the Warehouse and Shipping Receiving.

Staff and visitors enter the building into a large glazed Gathering Space which simplifies the way-finding process by placing all major destinations points in view from the entrance doors. The Gathering Space functions as the hub of the public areas of the building with the Training Rooms, Conference Rooms and Auditorium opening directly to it. Large expanses of interior glazing frame the Hydraulic Lab to the east. Exterior glazing provides a view to the lake to the north and open to an Outdoor Area. Semipublic Administrative Spaces open to the Gathering Space on the second floors. A grand communicating stair and elevator provide access to the second floor and direct views into the Hydraulic Lab.

Substructure. The substructure will be composed of approximately 5" concrete slab over vapor barrier over porous fill over subgrade and concrete spread and strip footings under all walls and columns. The slabs for labs, warehouses and mechanical room will be 6" thick.

Superstructure. The superstructure for the building will be composed of a steel column and beam structural system. The second-floor deck will be a 5 1/2" total thickness composite deck composed of a 2 1/2" concrete slab poured over a 3" metal deck on steel beams.

Roof. The roof will be a modified bitumen roof system over minimum 5" of rigid insulation over a 3" metal deck on level steel beams. The minimum slope of the roof surface will be 1/2" per 1'-0". Roof slope will be generated by varying insulation thicknesses. Roof curbs will be a minimum 8" above adjacent roof surfaces. The maximum "U" value for the roof system shall be 0.039 as per Table 5.5-1 in ASHRAE 90.1. The designed "U" value for the roof is an average 0.038.

Vertical Heights. The floor-to-floor height from the first floor to the second floor will be 15'-4". The distance from the second-floor slab to the top of beam supporting the roof structure will be 13'-4". This should provide sufficient space for mechanical, plumbing, fire protection, electrical, and communications systems above the required ceiling heights.

Exterior Wall Construction. The building has two different exterior wall systems. One is a masonry veneer system. The other is a metal wall panel veneer system. The masonry exterior wall system will be composed of a 3 5/8" thick brick over airspace over 2" rigid insulation over 6" metal studs filled with 1 1/2" of sprayed polyurethane foam and a 5/8" gypsum board interior face. The metal wall panel veneer system will be composed of a 3" thick insulated metal wall panels over 6" metal studs filled with 1 1/2" of sprayed polyurethane foam and a 5/8" gypsum board interior face. The total "U" value for the exterior walls will be a minimum of 0.077 as per Table 5.5-5 in ASHRAE 90.1. The designed "U" value for the masonry veneer exterior wall system is 0.040. The designed "U" value for the metal wall panel veneer system is 0.032.

Exterior Doors. Main entries will be aluminum curtain wall systems. The other exterior doors will be painted galvanized steel and will have narrow vision panels, except at mechanical and/or electrical rooms. Exterior doors to the mechanical and/or electrical rooms have a frame-mounted 2" wide drip. Concrete stoops are provided adjacent to all exterior doors that are not adjacent to a paved area.

Windows. All fenestration will be aluminum window wall system glazed with an insulated glass panel created from a 1/4" Low E outer pane and 1/4" thick laminated glass inner pane. Safety glass will be provided where required by code. Windows are located on the façade to create rhythm on the exterior while balancing with the functions on the interior.

Environmental Conditions

Because of the history of the site and the previous contamination and current status, the Environmental Covenant in place for the site requires certain Use Restrictions requiring approval from ADEM before proceeding. All Use Restrictions will be followed as per the Environmental Covenant. USGS is requesting approval for the construction of the HIF building based upon the information provided in this FYI document. Specific information was requested by ADEM related to Use Restriction (v) Vapor intrusion barrier systems.

The vapor barrier that is proposed for this project is the LandScience TerraShield® Vapor Intrusion Barrier. The barrier consists of the following three layers:

- Nitra-Core Properties – 40 mil Thickness
- TerraBase Plus – 25 mil thickness
- LandScience Protection Fabric – 70 mil Thickness

The following tables summarize each layer's properties:

Nitra-Core Properties

PROPERTIES	TEST METHOD	NITRA-CORE
Application to TerraBase Plus		40 mils (24 ft ² /gal)
Typical Uncured Properties		
Specific Gravity	ASTM D 244	1.0
Brookfield Viscosity	ASTM D2196	75 – 90 centipoises
pH	Oakton	10 – 13
Residue Content	ASTM D2939	62 – 65%
Color		Brown to Black
Demulsibility	ASTM D6936	35 – 40%
Non-Toxic		No Solvent
Shelf Life		6 months
Packaging:	55 gal. drums and 275 gal. totes	

TerraBase Plus Properties

PROPERTIES	TEST METHOD	TERRABASE PLUS
Color		Metallic Blue /White Geotextiles
Film Thickness		25 mil

PROPERTIES	TEST METHOD	TERRABASE PLUS
Tensile Strength	ASTM D751	Method A: 138 lbs.
		Method B: 120 lbs.
Grab Tensile	ASTM D7004	Method A: 142 lbs.
		Method B: 129 lbs.
Elongation	ASTM D751	Method A: 17%
		Method B: 53%
Puncture Resistance	ASTM D4833	47 lbs.
Life Expectancy	ASTM E 154-93	Indefinite
PCE Diffusion Coefficient	Land Science Internal Method	$<1.0 \times 10^{-18} \text{ m}^2/\text{sec}$ – on going
Benzene Diffusion Coefficient	Land Science Internal Method	$<1.0 \times 10^{-18} \text{ m}^2/\text{sec}$ – on going
Packaging:	6.56' x 164' Roll	

Land Science Protection Fabric Properties

PROPERTIES	TEST METHOD	LS PROTECTION FABRIC
Thickness (Nominal)	ASTM D5199	70 mils
Color		Black Geotextile
Mass/Unit Area (Nominal)	ASTM D5261	8.0 oz/yd ²
Grab Elongation	ASTM D4632	50%
Grab Tensile Strength	ASTM D4632	205 lbs.
Tear Strength (Trapezoidal)	ASTM D4533	80 lbs.
CBR Puncture	ASTM D6241	535 lbs.
UV Resistance (500 hrs.)	ASTM D4355	70%
Permittivity	ASTM D4491	1.4 sec ⁻¹
Water Flow Rate	ASTM D4491	100 gpm/ft ²
Apparent Opening Size (AOS)	ASTM D4751	80 US Std Sieve

PROPERTIES	TEST METHOD	LS PROTECTION FABRIC
Packaging:	12.5 ft x 360 ft	

LandScience's TerraVent™ low profile, trenchless, flexible, sub slab vapor collection system will be used to convey vapor's to approximately eight (8) 6-inch diameter PVC vents that will penetrate the structures roofs at strategic locations. The following paragraph summarizes the TerraVent™ properties:

PROPERTIES	TEST METHOD	TerraVent
Vent Core Properties		
Compressive Strength	ASTM D-1621	9,500 psf.
Thickness		1 inch
Flow Rate - Hydraulic gradient - 0.1	ASTM D-4716	30 gpm/ft width
Vent Fabric Properties		
Grab Tensile Strength	ASTM D-4632	100 lbs.
CBR Puncture	ASTM D-6241	250 lbs.
Flow	ASTM D-4491	140 gpm/ft ²
AOS	ASTM D-4751	70 U.S Sieve
Permittivity	ASTM D-4491	2.0 sec-1
U.V Resistance	ASTM D-4355	70% @500 hrs.
Packaging:	Dimension: 12"x 165'	
	Weight: 68 lbs.	

Test Monitoring Wells

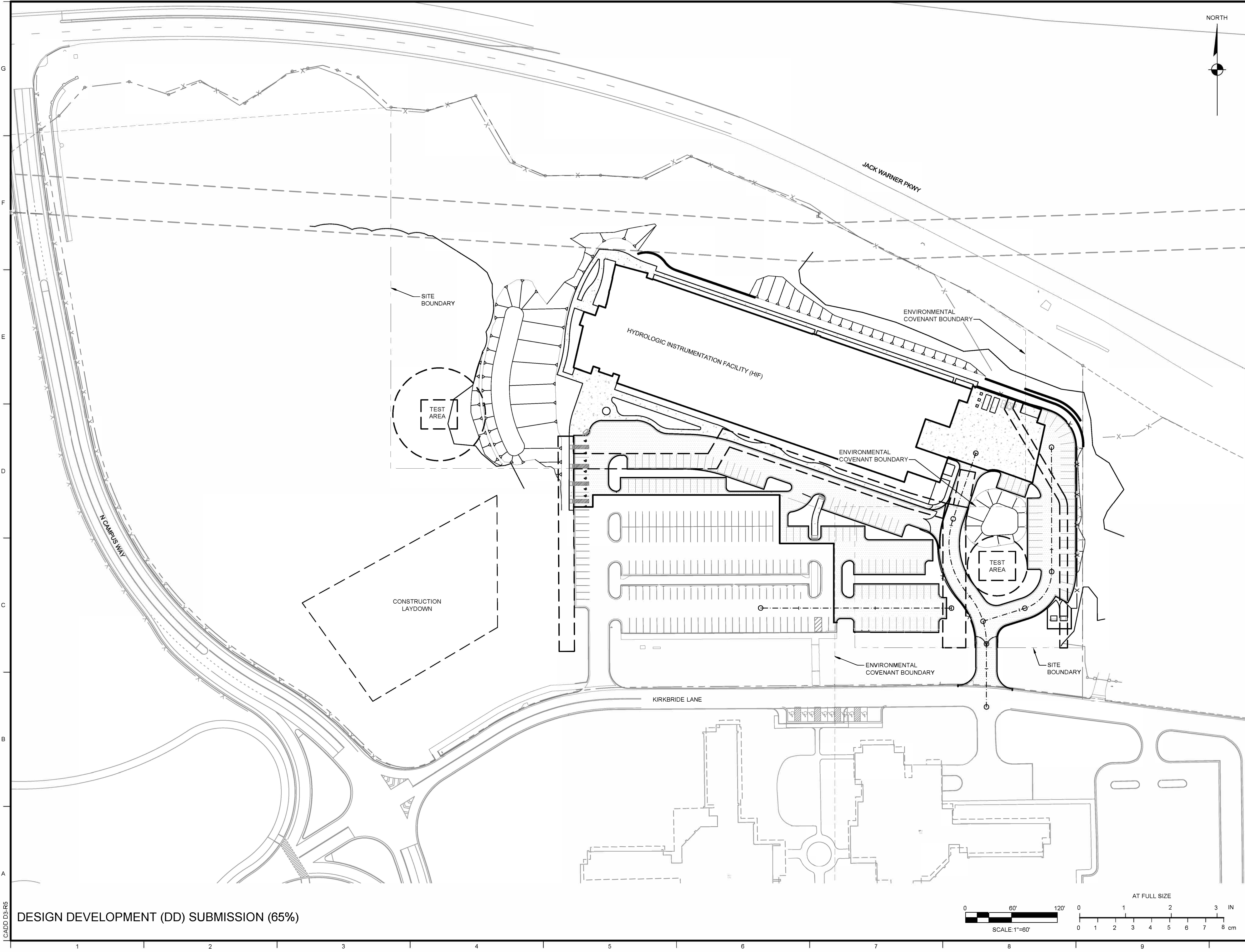
Three or four test monitoring wells at varying depths will be installed outside of the area of the Environmental Covenant for testing of equipment. Any water collected from the wells will be contained and disposed of properly and will not be used for potable purposes as noted in the Environmental Covenant.

Construction Process

Site clearing and grubbing will be required. Rock excavation is anticipated. The site parking and pavement will be asphalt. The loading dock and wareyard area pavement will be Portland cement concrete (PCC). Sidewalks will be PCC. The site will require the importation of fill to provide for positive drainage away from the building and to expand the existing bluff to support the building pad. Retaining walls will be required at the northeast corner of the site and along a portion of the north side of the building.

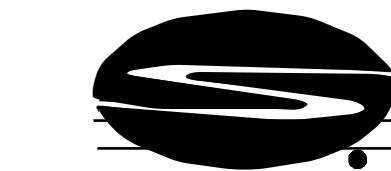
Any fill dirt brought in will be clean fill and during excavation, any contaminated soils encountered will be managed properly to protect human health and the environment. Upon possible discovery, work will be stopped till proper determination can be made. If found to be contaminated, soils will be removed and disposed of using approved waste management providers as soon as practicable.

LOGIN: 2943501 - AutoCAD 2018 Imperial On Talon - FILE NAME: T:\ACAD\03-Sheets\2943501-CS100.dwg PLOTTED DATE: 9/23/2020 3:01 PM PLOTTED BY: Johnson, Patrick



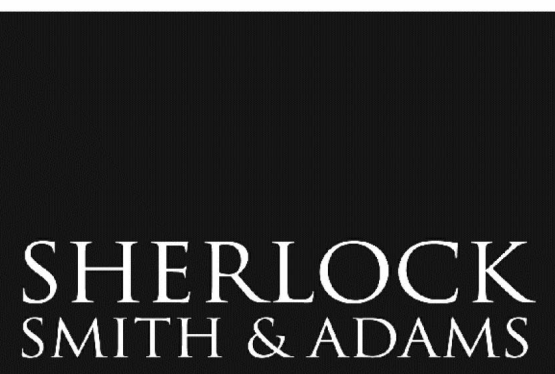
PRELIMINARY ISSUE
FOR REVIEW
NOT FOR CONSTRUCTION
AUGUST 14, 2020

NO.	REVISIONS	DSGN	CHKD	APVD	DATE



Stanley Consultants INC.

225 Iowa Avenue, Muscatine, Iowa 52761-3784
www.stanleyconsultants.com



ARCHITECTS / ENGINEERS

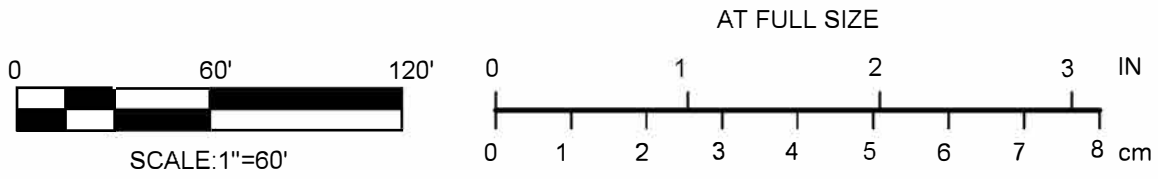
HERA laboratory planners

US GEOLOGICAL SURVEY
HYDROLOGIC INSTRUMENTATION FACILITY (HIF)
UNIVERSITY OF ALABAMA CAMPUS - TUSCALOOSA, AL

CIVIL
CIVIL SITE KEYPLAN

DESIGNED	P.M. JOHNSON
DRAWN	S.A. EPPERSON
CHECKED	R.K. THEVENOT
APPROVED	
DATE	

SCALE: 1" = 60'	REV.
NO. 29435.01	
CS100	A



This instrument prepared by:
Michael Spearing
UA Office of Counsel
Box 870106, Tuscaloosa, AL 35487

STATE OF ALABAMA)

Source of Title

TUSCALOOSA COUNTY)

Deed Book 2010 , Page 7885

DEED Book 2018 Page 15704

Recorded: 7/18/2018 9:33:52 AM
W. Hardy McCollum, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING2/tee
Tran: 1291724
Probate Judge Fee \$2.00
Recording Fee - By Page Count \$24.00
Source of Title \$1.00
~~No Tax Collected~~
Total: \$27.00

AMENDED ENVIRONMENTAL COVENANT

(Original in Book 2010 Page 7917)

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 BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

(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 statutory Holder:

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

("ADEM"), (hereinafter "Grantee" or "Holder"), to-wit:

WHEREAS, the Grantor is the owner of certain real property (the "Property") located on the Bryce Hospital property, located at 200 University Boulevard Tuscaloosa, AL 35401 , in the City of Tuscaloosa, Tuscaloosa County, Alabama (the "Property"), which was conveyed to Grantor by deed dated May 27, 2010 and recorded in the Office of the Judge of Probate for Tuscaloosa County, Alabama, in Deed Book 2010 at Page 7885; and,

WHEREAS the Property is more particularly described in Exhibit A of this agreement; and

WHEREAS, a release of petroleum and chemicals of concern has occurred on the Property, designated as ADEM Groundwater Incident No. GW 03-11-01; and,

WHEREAS, Grantor holds a fee simple interest in the real property described in Exhibit A subject to a leasehold interest, is not the responsible party for the Groundwater Incident and has purchased the property under the Bona Fide Prospective Purchaser Defense found in the 2002 EPA Brownfield Act; and

WHEREAS, the Owner intends to remediate the property pursuant to Engineering' controls compliant with the Alabama Groundwater Protection Program; and,



WHEREAS, a formal Corrective Action Plan was developed and subsequently approved by ADEM on January 24, 2013; and,

WHEREAS, the Corrective Action Plan has been implemented and the activities completed in accordance with the Corrective Action Plan and in compliance with the Alabama Groundwater Protection Program in cooperation with ADEM; and,

WHEREAS, implementation of the approved Corrective Action Plan addressed protection of public health and the environment based upon certain use restrictions imposed on the property to limit exposure to petroleum and chemicals of concern including, but not limited to, the following: Benzene, Toluene, Ethylbenzene, Xylene, 1, 2, 4 Trimethylbenzene, 1, 3, 5 — Trimethylbenzene, MTBE, 1, 1, 1 - Trichloroethane, 1, 1 — Dichloroethane, 1, 1 — Dichloroethene, cis — 1, 2 — Dichloroethene, Tetrachloroethene, Trans — 1, 2 — Dichloroethene, Trichloroethene, Vinyl Chloride, and Naphthalene; and,

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Property in accordance with the approved Corrective Action Plan; and WHEREAS, further information concerning the releases and remediation activities, including the Administrative Record, 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 Environmental 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 owner of the real property, its successors and assigns in interest.

This instrument prepared by:
Michael Spearing
UA Office of Counsel
Box 870106, Tuscaloosa, AL 35487

2. USE RESTRICTIONS

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

(i) Use of groundwater for potable purposes is restricted

(ii) Construction of residential or commercial structures is prohibited until any Alabama Risk Based Corrective Action evaluation(s) has been performed for the Property or a portion thereof, which indicates that the construction and occupancy of such structures would not pose a risk to individuals on the Property or any portion thereof evaluated. Buildings to be constructed will be developed in compliance with ADEM Groundwater Remediation Standards for the intended use.

(iii) All contaminated soils encountered during excavation or construction on the Property must be managed according to appropriate regulations to protect human health and the environment.

(iv) No subsurface building construction will be undertaken within 10 feet above the water table; some subsurface utility construction and storm water lines and drains may come within 10 feet of the seasonal high-water table.

(v) Vapor intrusion barrier systems will be included as a part of all building foundation construction. Secondary containment casing for vapors will be included for all subsurface elevator shaft components including sealing of the shaft hole to the vapor barrier system.

(vi) Upon the issuance of proper legal notice, this Environmental Covenant may be amended from time to time by agreement of the Grantor and Grantee,

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.

This instrument prepared by:
Michael Spearing
UA Office of Counsel
Box 870106, Tuscaloosa, AL 35487

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 I, 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, 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;
- iii) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
- iv) 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.

This instrument prepared by:
Michael Spearing
UA Office of Counsel
Box 870106, Tuscaloosa, AL 35487

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

The Board of Trustees of the University of Alabama

801 University Boulevard

Tuscaloosa, AL 35487

Attn: Vice President for Financial Affairs

This instrument prepared by:
Michael Spearing
UA Office of Counsel
Box 870106, Tuscaloosa, AL 35487

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 every county in which any portion of the real property subject to this Environmental Covenant is located.

Grantor shall have this Environmental Covenant recorded 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.

This instrument prepared by:
 Michael Spearing
 UA Office of Counsel
 Box 870106, Tuscaloosa, AL 35487

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 4th day of June, 2018.

The Board of Trustees of the University of Alabama (Grantor)

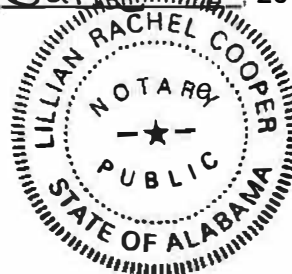
By: Cheryl Mowdy
 Its: Cheryl Mowdy
 Assistant Vice President for Financial Affairs
 The University of Alabama

STATE OF ALABAMA
 TUSCALOOSA COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Cheryl Mowdy, whose name as Assistant Vice President for Financial Affairs 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, she executed the same voluntarily on the day the same bears date as an act of the Grantor.

Given under my hand and official seal this 4th day of June, 2018.

Notary Public Lillian Rachel Cooper
Lillian Rachel Cooper
 My Commission Expires: 8/1/2021



ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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

Dated July 9th, 2018.

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

Given under my hand and official seal the 9 day of July, 2018
 Notary Public Praci Roberson
 my commission expires 11-30

I, the undersigned Notary Public in and for said County and State, hereby certify that Stephena Cobb, whose name as Chief, Land Division, 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 same day the same bears as act of the grantor.

This instrument prepared by:
Michael Spearing
UA Office of Counsel
Box 870106, Tuscaloosa, AL 35487

GENERAL LAND DESCRIPTION — AREA OF COVENANT

Land in the western half of Section 13, Township 21 South, Range 10 West, in the City of Tuscaloosa, Alabama, described as follows:

As a starting point, start at the southwest corner of Section 13; thence northwardly along the west line of Section 13 for a distance of approximately 1,750 feet; thence eastwardly for a distance of approximately 800 feet to the POINT OF BEGINNING of the Area of Covenant herein described ($x=-1,956,130$ and $y=-1,170,580$); thence northwardly for a distance of approximately 1,470 feet to $x=-1,956,130$ and $y=-1,172,050$ (this describes the western boundary of the Area of Covenant); thence eastwardly along the irregular boundary of Alabama Department of Mental Health and Mental Retardation (ADMHMR) property with the right-of-way for Jack Warner Parkway approximately 1,680 feet to $x=-1,957,560$ and $y=-1,171,800$ (this describes the northern boundary); thence southwardly for a distance of approximately 230 feet, thence westwardly for a distance of approximately 250 feet, thence southwardly for a distance of approximately 690 feet, thence eastwardly for a distance of approximately 195 feet, thence southwardly for a distance of approximately 80 feet, thence westwardly for a distance of approximately 120 feet, thence southwardly for a distance of approximately 370 feet to $x=-1,957,370$ and $y=-1,170,430$ (this describes the eastern boundary); thence westwardly for a distance of approximately 820 feet, thence northwardly for a distance of approximately 140 feet, thence westwardly for a distance of approximately 430 feet to the POINT OF BEGINNING of the Area of Covenant herein described (this describes the southern boundary). Said area contains approximately 45 acres.

Coordinates (x,y) provided in this description are approximate Alabama State Plane Coordinates, West Zone, North American Datum of 1983, FIPS (Federal Information Processing Standard) 0102, in feet; source: <http://datagateway.nrcs.usda.gov/> accessed May 2010, using ArcGIS version 9.3.