

STATE OF ALABAMA     )  
CALHOUN COUNTY        )

DEED       3156       333  
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Alice K. Martin  
Judge of Probate  
Calhoun County, Alabama

**THE MCCLELLAN DEVELOPMENT AUTHORITY**  
**ENVIRONMENTAL COVENANT**  
**NUMBER FY-12-04.00**

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 MCCLELLAN DEVELOPMENT AUTHORITY**

(hereinafter "MDA" or "Co-Grantor") grants this Environmental Covenant, Numbered FY-12-04.00, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the following statutory Holder:

**THE MCCLELLAN DEVELOPMENT AUTHORITY**

("MDA"), (hereinafter "Co-Grantee" or "Co-Holder");

**THE CITY OF ANNISTON, ALABAMA**

("City"), (hereinafter both "Co-Grantor" as well as "Co-Grantee" or "Co-Holder") grants this Environmental Covenant, Numbered FY-12-04.00, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the following statutory Holder:

**THE CITY OF ANNISTON, ALABAMA**

with respect to only such portion of CERFA Parcel 151(4) conveyed to the City by the United States of America by Quitclaim Deed dated April 29, 2004, recorded in the Office of the Judge of Probate for Calhoun County, Alabama at Deed Book 3047, Page 487, described as follows:

A parcel of land situated in the Southwest Quarter of Section 15, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows;

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01°11'41" East, along the west line of said section, for a distance of 2,653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01°11'41" East, along said west line, for a distance of 6,775.26 feet; thence run North 88°48'19" East for a distance of 522.20 feet; thence run South 01°11'41" East for a

distance of 270.59 feet to the **POINT OF BEGINNING**; thence run South 57°17'06" East for a distance of 159.68 feet; thence run South 33°58'30" West for a distance of 123.00 feet; thence run North 87°27'22" West for a distance of 115.00 feet; thence run North 59°24'50" West for a distance of 11.00 feet; thence run North 02°30'00" West for a distance of 81.00 feet; thence run North 32°47'20" East for a distance of 115.00 feet to the **POINT OF BEGINNING**; SAID DESCRIBED TRACT CONTAINING 24,163 Square Feet (0.55 Acres) more or less.

Such afore-described parcel resting wholly within the boundaries of CERFA Parcel 151(4); and

### **A.W. GROUP, LLC**

("AWG"), (hereinafter both "Co-Grantor" as well as "Co-Grantee" or "Co-Holder") grants this Environmental Covenant, Numbered FY-12-04.00, which constitutes a servitude arising under an environmental response project that imposes activity and/or use limitations, to the following statutory Holder:

### **A.W. GROUP, LLC**

with respect to only such portion of CERFA Parcel 151(4) conveyed to AWG by the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority by Statutory Warranty Deed dated March 17, 2006, recorded in the Office of the Judge of Probate for Calhoun County, Alabama at Deed Book 3074, Page 403, described below as AWG Tract 1 and AWG Tract 1 and such portion of CERFA Parcel 151(4) conveyed to AWG by the McClellan Development Authority by Statutory Warranty Deed dated September 7, 2010, recorded in the Office of the Judge of Probate for Calhoun County, Alabama at Deed Book 3130, Page 161, described below as AWG Tract 3, all of which are described as follows:

Three (3) parcels of land situated in the Southwest ¼ of Section 15, T-15-S, R-8-E, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

#### **TRACT 1:**

Commence at a Brass Disk marking the Northwest corner of Section 10, T-15-S, R-8-E, thence S 01° 11' 41" E 2653.78' to an axle, thence S 01° 11' 41" E 6775.26' to a point, thence N 88° 48' 19" E 522.20' to a point, thence S 01° 11' 41" E 270.59' to a capped pin found (Sain), thence S 57° 17' 06" E 159.68' to a capped pin found, also being the point of beginning, thence N 33° 58' 38" E 23.53' to a ½" capped rebar (LS# 26281), thence S 57° 30' 14" E 398.22' to a ½" capped rebar (LS#26281) on the West R/W of Jimmy Parks Boulevard (80' R/W), thence along said R/W S 42° 11' 20" W 137.25' to a ½" capped rebar (LS#26281), thence along a curve to the left having a radius of 439.02' and a chord bearing and distance of S 31° 01' 24" W 169.83' to a ½" capped rebar (LS#26281), thence leaving said R/W N 57° 27' 34" W 387.36' to a ½" capped rebar (LS#26281), thence N 33° 58' 38" E 281.34' to the point of beginning. Containing 2.68 acres, more or less.

#### **TRACT 2:**

Commence at a Brass Disk marking the Northwest corner of Section 10, T-15-S, R-8-E, thence S 01° 11' 41" E 2653.78' to an axle, thence S 01° 11' 41" E 6775.26' to a point, thence N 88° 48' 19"



E 522.20' to a point, thence S 01°11'41" E 270.59' to a capped pin found (Sain), thence S 57°17'06" E 159.68' to a ½" capped rebar (LS#26281), thence S 57°30'14" E 398.22' to a ½" capped rebar (LS#26281) on the West R/W of Jimmy Parks Boulevard (80' R/W), thence S 57°30'11" E 81.19' to a nail/cap set on the East R/W of Jimmy Parks Boulevard (80' R/W), also being the point of beginning, thence S 57°30'13" E 250.98' to a ½" capped rebar (LS#26281), thence S 31°39'54" W 192.90' to a ½" capped rebar (LS#26281), on the North R/W of Idaho Avenue (50' R/W), thence along said R/W N 62°00'05" W 287.66' to a ½" capped rebar (LS#26281) at the Northeast intersection of Idaho Avenue and Jimmy Parks Boulevard, thence along a curve to the right having a radius of 359.02' and a chord bearing and distance of N 38°58'08" E 67.09' to a ½" capped rebar (LS#26281), thence N 42°11'59" E 150.93' to the point of beginning. Containing 1.26 acres. more or less.

### TRACT 3:

COMMENCING at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows: South 01 degree 04 minutes 05 Seconds East, 9,787.24 feet; North 88 degrees 55 minutes 55 seconds East, 676.35 feet to the POINT OF BEGINNING, being a 5/8-inch rebar with cap set, having Alabama State Plane, East Zone, NAD 83 Coordinates of North: 1,170,957.08, and East: 668,685.42, and being at the northeast corner of the City of Anniston, Deed Book 3047, Page 487; runs thence with the City of Anniston North 57 degrees 17 minutes 06 seconds West, 159.68 feet; thence leaving the City of Anniston with a severance line as follows: North 57 degrees 17 minutes 06 seconds West, 212.66 feet to a PK nail set; North 32 degrees 42 minutes 54 seconds East, 80.26 feet to a 5/8-inch rebar with cap set; North 57 degrees 14 minutes 14 seconds West, 398.95 feet to a 5/8-inch rebar with cap set at the top of the east bank of the South Branch of Cane Creek; thence with the east bank of the South Branch of Cane Creek and continuing with the severance line as follows: North 14 degrees 39 minutes 33 seconds East, 71.95 feet to a 5/8-inch rebar with cap set; North 01 degree 26 minutes 52 seconds West, 8.51 feet to a 5/8-inch rebar with cap set in the South line of the McClellan Development Authority (previously the "JPA"), Deed Book 3009, Page 456; thence with the McClellan Development Authority along a curve to the left 91.18 feet, having a radius of 429.20 feet, and being subtended by a chord bearing and distance of North 61 degrees 01 minutes 26 seconds East, 91.01 feet, to a PK nail set in the line of the McClellan Development Authority, Deed Book 3002, Page 369; thence with the McClellan Development Authority as follows: South 54 degrees 28 minutes 21 seconds East, 366.84 feet to a 5/8-inch rebar with cap set; South 57 degrees 45 minutes 40 seconds East, 68.17 feet to a 5/8-inch rebar with cap set; thence leaving the McClellan Development Authority with a severance line as follows: South 32 degrees 42 minutes 54 seconds West, 168.74 feet to a 5/8-inch rebar with cap set; South 57 degrees 17 minutes 06 seconds East, 321.74 feet to a 5/8-inch rebar with cap set; thence continuing with a severance line a portion of the way and then with A.W. Group, LLC., Deed Book 3074, Page 403, the remaining distance South 33 degrees 58 minutes 38 seconds West, 50.00 feet to the Point of Beginning, and containing 2.00 Acres, more or less, as surveyed by Larry I. Smith, Alabama Professional Land Surveyor Number 15717, of L. I. Smith & Associates, P.O. Box 6816, Huntsville, AL 35813, on May 6, 2010. Bearings are based upon the Alabama State Plane Coordinate System, East Zone, NAD 83.

The three (3) such afore-described parcels each resting wholly within the boundaries of CERFA Parcel 151(4).

WHEREAS, the MDA Co-Grantor is the owner of certain real property known as the "GSA Warehouse Area" comprised of the following eleven (11) specific parcels: "CERFA



Parcel 2(4)," also known as "UST @ GSA Motor Pool, Building 238;" "CERFA Parcel 3(4)," also known as "UST @ Telephone Exchange, Building 251;" "CERFA Parcel 4(4)," also known as "POL Point, Building 265;" "CERFA Parcel 67(4)," also known as "Former Battery Maintenance Area, Building 234;" "CERFA Parcel 69(4)," also known as "Washrack, Building 253;" "CERFA Parcel 91(4)," also known as "Former Dry Cleaning Area, Building T-233;" "CERFA Parcel 111(4)," also known as "Former Multi Craft Shop, Building 245;" "CERFA Parcel 128(4)," also known as "Former Washrack @ Nielsen St.;" "CERFA Parcel 129(4)," also known as "Washrack, near Building T-222;" "CERFA Parcel 151(4)," also known as "GSA Warehouse Area" – Portions of which are also owned by Co-Grantors City and AWG as described above; "CERFA Parcel 238(4)," also known as "UST at Former Gas Station near Building 234;" (see Exhibit "A", attached hereto) which are all located on the grounds of the former Fort McClellan, in the City of Anniston, Calhoun County, Alabama (the "Property"), all of which was conveyed to MDA Co-Grantor by deed dated April 1, 2010, and recorded in the Office of the Judge of Probate for said County, Alabama, in Deed Book 3125 at Page 275; less and except those portions conveyed to Co-Grantors City and AWG as hereinabove described; and,

WHEREAS, the Property is more particularly described as follows:

***CERFA PARCEL 2(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,441.4 feet;

South 89 degrees 51 minutes East, 1,351.3 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,235 and East: 669,245; runs thence as follows:

North 50 degrees 32 minutes West, 6.9 Feet;

North 40 degrees 35 minutes East, 20.1 Feet;

South 50 degrees 40 minutes East, 6.7 Feet;

South 40 degrees 05 minutes West, 20.1 Feet to the point of beginning, having an area of 137 square feet, more or less.

***CERFA PARCEL 3(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,731.6 feet;

South 89 degrees 51 minutes East, 656.0 feet to the center point of a circular parcel of land having a radius of 36.6 feet, and a circumference of 230.1 feet, said center point of the circular parcel being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,527 and East: 668,551. CERFA Parcel 3(4) has an area of 0.10 Acres, more or less.

***CERFA PARCEL 4(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,530.2 feet;

South 89 degrees 51 minutes East, 2,144.0 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,322 and East: 670,038; runs thence as follows:

North 16 degrees 57 minutes East, 58.5 Feet;

South 72 degrees 50 minutes East, 165.6 Feet;

South 14 degrees 22 minutes West, 56.9 Feet;

North 73 degrees 25 minutes West, 168.2 Feet to the point of beginning, having an area of 0.22 Acres, more or less.

***CERFA PARCEL 67(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,624.7 feet;

South 89 degrees 51 minutes East, 1,122.4 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,419 and East: 669,017; runs thence as follows:

South 62 degrees 09 minutes East, 260.6 Feet;

South 27 degrees 51 minutes West, 72.1 Feet;

North 62 degrees 09 minutes West, 260.6 Feet;

North 27 degrees 51 minutes East, 72.1 Feet to the point of beginning, having an area of 0.43 Acres, more or less.

***CERFA PARCEL 69(4)***

A parcel of land situated in the South ½ of Section 15 and the North ½ of Section 22, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:



**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,325.4 feet;

South 89 degrees 51 minutes East, 1,236.4 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,119 and East: 669,130; runs thence as follows:

South 41 degrees 19 minutes East, 89.5 Feet;

South 48 degrees 33 minutes West, 46.4 Feet;

North 41 degrees 25 minutes West, 89.7 Feet;

North 48 degrees 42 minutes East, 46.6 Feet to the point of beginning, having an area of 0.10 Acres, more or less.

#### ***CERFA PARCEL 91(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,411.3 feet;

South 89 degrees 51 minutes East, 1,069.3 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,206 and East: 668,963; runs thence as follows:

North 17 degrees 47 minutes East, 36.6 Feet;

South 72 degrees 16 minutes East, 30.8 Feet;

South 17 degrees 46 minutes West, 36.9 Feet;

North 71 degrees 47 minutes West, 30.8 Feet to the point of beginning, having an area of 0.03 Acres, more or less.

#### ***CERFA PARCEL 111(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,509.8 feet;

South 89 degrees 51 minutes East, 1,613.8 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,303 and East: 669,508; runs thence as follows:

North 15 degrees 01 minutes East, 39.1 Feet;

South 75 degrees 58 minutes East, 12.4 Feet;

North 15 degrees 27 minutes East, 11.0 Feet;

South 74 degrees 34 minutes East, 26.8 Feet;  
 North 14 degrees 57 minutes East, 57.2 Feet;  
 South 74 degrees 37 minutes East, 94.7 Feet;  
 South 15 degrees 24 minutes West, 70.1 Feet;  
 North 74 degrees 37 minutes West, 51.9 Feet;  
 South 15 degrees 06 minutes West, 37.4 Feet;  
 North 74 degrees 37 minutes West, 81.5 Feet to the point of beginning, having an area of 0.23 Acres, more or less.

***CERFA PARCEL 128(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 5,729.2 feet;  
 South 89 degrees 51 minutes East, 2,725.2 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,519 and East: 670,620; runs thence as follows:

North 26 degrees 38 minutes East, 50.6 Feet;  
 South 63 degrees 37 minutes East, 129.7 Feet;  
 South 26 degrees 30 minutes West, 50.8 Feet;  
 North 63 degrees 31 minutes West, 129.8 Feet to the point of beginning, having an area of 0.15 Acres, more or less.

***CERFA PARCEL 129(4)***

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 6,200.7 feet;  
 South 89 degrees 51 minutes East, 333.6 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,997 and East: 668,229; runs thence as follows:

North 51 degrees 44 minutes East, 31.3 Feet;  
 South 38 degrees 51 minutes East, 28.9 Feet;  
 South 50 degrees 40 minutes West, 31.4 Feet;  
 North 38 degrees 43 minutes West, 29.5 Feet to the point of beginning, having an area of 0.02 Acres, more or less.



**CERFA PARCEL 151(4)**

A parcel of land situated in the South ½ of Section 15 and the North ½ of Section 22, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows:

North 00 degrees 09 minutes East, 6,767.6 feet;

South 89 degrees 51 minutes East, 280.4 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,171,564 and East: 668,178; runs thence as follows:

North 14 degrees 24 minutes West, 198.7 Feet;

Along a curve to the left 167.4 Feet, said curve has a radius of 429.2 Feet, and is subtended by a chord bearing and distance of North 66 degrees 07 minutes East, 166.3 Feet;

South 54 degrees 28 minutes East, 366.8 Feet;

South 57 degrees 46 minutes East, 1691.5 Feet;

North 32 degrees 14 minutes East, 40.0 Feet;

South 83 degrees 59 minutes East, 154.6 Feet;

South 77 degrees 23 minutes East, 200.8 Feet;

South 63 degrees 32 minutes East, 333.3 Feet;

South 76 degrees 24 minutes East, 31.0 Feet;

South 18 degrees 05 minutes East, 175.9 Feet;

South 71 degrees 07 minutes West, 56.9 Feet;

South 69 degrees 01 minutes West, 44.6 Feet;

South 84 degrees 33 minutes West, 227.7 Feet;

North 79 degrees 08 minutes West, 146.0 Feet;

North 74 degrees 39 minutes West, 266.8 Feet;

North 78 degrees 56 minutes West, 274.7 Feet;

North 73 degrees 11 minutes West, 212.4 Feet;

South 00 degrees 12 minutes West, 198.2 Feet;

South 06 degrees 39 minutes East, 116.5 Feet;

South 2 degrees 56 minutes East, 267.8 Feet;

South 71 degrees 27 minutes West, 112.6 Feet;

North 57 degrees 32 minutes West, 128.7 Feet;

North 83 degrees 45 minutes West, 133.0 Feet;

North 42 degrees 45 minutes West, 505.8 Feet;

North 14 degrees 55 minutes East, 218.4 Feet;

North 62 degrees 36 minutes West, 357.9 Feet;

North 33 degrees 09 minutes West, 379.5 Feet;

North 27 degrees 17 minutes West, 180.7 Feet;

North 40 degrees 36 minutes West, 204.1 Feet;

North 15 degrees 58 minutes West, 148.7 Feet;

North 00 degrees 34 minutes West, 58.7 Feet to the point of beginning, having an area of 38.34 Acres, more or less.



**CERFA PARCEL 238(4)**

A parcel of land situated in the South ½ of Section 15, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

**COMMENCING** at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs as follows:

North 00 degrees 09 minutes East, 5,560.9 feet;

South 89 degrees 51 minutes East, 970.4 feet to the **POINT OF BEGINNING**, being an unmarked point having Alabama State Plane, East Zone, Coordinates of North: 1,170,356 and East: 668,865; runs as follows:

North 27 degrees 32 minutes East, 86.5 Feet;

South 62 degrees 26 minutes East, 105.3 Feet;

South 27 degrees 52 minutes West, 32.1 Feet;

South 62 degrees 07 minutes East, 25.7 Feet;

South 27 degrees 23 minutes West, 54.3 Feet;

North 62 degrees 25 minutes West, 130.9 Feet to the point of beginning, having an area of 0.24 Acres, more or less.

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to The Alabama Uniform Environmental Covenants Act and the regulations promulgated thereunder;

WHEREAS, the GSA Warehouse Area dates to World War I when it was originally used as a livery where horses were stabled. In subsequent years, this area was used as a vehicle staging and maintenance area. The Army completed characterization of the site. Low levels of contaminants were detected in soil and groundwater;

WHEREAS, no remedial actions were conducted at any of these eleven (11) parcels. Concentrations of two VOCs, two SVOCs and three pesticides exceeded conservative residential human-health site-specific screening levels;

WHEREAS, all eleven (11) parcels of the GSA Warehouse Area subject to this Environmental Covenant have land use controls preventing consumptive or other use of groundwater and direct contact with groundwater at the site. Additionally, the parcels that comprise the GSA Warehouse Area (CERFA Parcel 151(4)) are restricted to only commercial and industrial development;

WHEREAS, the selected "remedial action" for the Property, which has now been implemented, providing in part, for the following actions,

**DESCRIPTION OF REMEDIAL ACTION:**

WHEREAS, pursuant to the Alabama Hazardous Wastes Management and Minimization Act of 1978, (AHWMMA), Ala. Code §§ 22-30-1 to 22-30-24, as amended, the CO-

GRANTORS and assignees agreed to place the aforementioned land use controls upon the subject parcels, pursuant to an ADEM Cleanup Agreement Number AL4-210-020-562 to address the effects of the release/disposal, which includes controlling exposure to the hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants;

WHEREAS, the said Cleanup Agreement requires institutional controls to be implemented to address the effects of the release/disposal and to protect the remedy so that exposure to the hazardous waste, hazardous constituents, hazardous substances, pollutants, or contaminants is controlled by restricting the use of the Property and the activities on the Property;

WHEREAS, hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants remain on the Property;

WHEREAS, implementation of the approved Cleanup Agreement has achieved risk-based cleanup levels deemed protective of public health and the environment based upon certain use restrictions imposed on the property to limit exposure to potential hazardous waste (HTRW); 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 Cleanup Agreement; and

WHEREAS, further information concerning the HTRW 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, Co-Grantors hereby grant this Environmental Covenant to the named Co-Holders, 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**

Owners. "Owners" means the CO-GRANTORS, their successors and assigns in interest.

2. **USE RESTRICTIONS**

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

- (i) Consumptive or other use of groundwater and direct contact with groundwater is not allowed due to low levels of volatile organic compounds (VOCs), semivolatile



organic compounds (SVOC's) and three pesticides in groundwater exceeding conservative residential human-health site-specific screening levels;

(ii) The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited;

(iii) All eleven (11) parcels comprising the GSA Warehouse Area are hereby restricted to only commercial and industrial development; and

(iv) MDA Co-Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

### 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 Owners, the Co-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 Owners 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 or contamination on the Property. The Owners shall send this notification within fifteen (15) days of each event listed in this Section.
- 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). MDA Co-Grantor shall be responsible for filing the Environmental Covenant within thirty (30) days of the final required signature.
- D. Compliance Certification. In accordance with Ala. Code §35-19-4(b), as amended, the Owners shall submit a report on the effectiveness of the land use controls to the Chief of the ADEM Land Division, on an annual basis. The Land Use Control Effectiveness Report (LUCER) shall be submitted in accordance with §IV.B.9. of the Cleanup



Agreement each March and shall detail the Owners' compliance, and any lack of compliance with the terms of the Covenant during the preceding calendar year.

- E. Right of Access. Subject to the requirements of the above-referenced Cleanup Agreement, the Owners hereby grant to ADEM, ADEM's agents, contractors and employees; the Owners' agents, contractors and employees; and any other named Co-Holder, its agents, contractors and employees, the right of access to the Property for implementation or enforcement of this Environmental Covenant.
- F. ADEM Reservations. Notwithstanding any other provision of this Environmental Covenant, ADEM retains all of its access authorities and rights, as well as all of its rights to require additional land/water use restrictions, including enforcement authorities related thereto.
- G. Representations and Warranties. Co-Grantors hereby represent and warrant as follows:
  - i) That the Co-Grantors have 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 Co-Grantors are the sole owners of herein described specified areas subject to this Environmental Covenant;
  - iii) That the Co-Grantors have identified all other parties that hold any interest or encumbrance affecting the Property and has notified such parties of the Grantors' intention to enter into this Environmental Covenant.
  - iv) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under, any other agreement, document, or instrument to which any Grantor is a party, by which any Grantor may be bound or affected;
  - v) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;
  - vi) 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.
- H. 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.
- I. 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.



- J. 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

**CO-GRANTOR**

The McClellan Development  
Authority  
4975 Bains Gap Road  
Anniston, AL 36205

**CO-GRANTOR**

The City of Anniston, Alabama  
1128 Gurnee Avenue  
Anniston, AL 36201

**CO-GRANTOR**

A.W. Group, LLC  
P.O. Box 1650  
Anniston, AL 36202

- K. 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.
- L. 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.
- M. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- N. Recordation. In accordance with §35-19-8(a), Code of Alabama 1975, as amended, the MDA Co-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. The MDA Co-Grantor shall have this Environmental Covenant recorded within fifteen (15) days after the date of the final required signature.
- O. Effective Date. The effective date of this Environmental Covenant shall be the date the fully executed Environmental Covenant is recorded in accordance with paragraph "N" above.
- P. Distribution of Environmental Covenant. In accordance with §35-19-7, Code of Alabama 1975, the MDA Co-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.
- Q. Party References. All references to ADEM, the Co-Grantors, or other applicable parties, shall include successor agencies, departments, divisions, heirs, executors and/or administrators.

## APPROVAL OF MDA CO-GRANTOR

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 4<sup>th</sup>  
day of JANUARY, 2013.

Phil Webb

MDA Co-Grantor

By: Phil Webb

Its: Chairman

STATE OF ALABAMA     )  
CALHOUN COUNTY     )

I, the undersigned Notary Public in and for said County and State, hereby certify that Phil Webb, whose name as Chairman of the MDA Co-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 and with full authority to do so.

Given under my hand and official seal this 4<sup>th</sup> day of JANUARY, 2013.

Sandra Roberts

Notary Public

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

**SANDRA ROBERTS**  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
January 12, 2014





## APPROVAL OF CITY CO-GRANTOR

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 9  
day of January, 2013.

Don A. Hoyt  
City Co-Grantor

By: Don A. Hoyt

Its: City Manager

STATE OF ALABAMA     )  
CALHOUN COUNTY     )

I, the undersigned Notary Public in and for said County and State, hereby certify that Don A. Hoyt, whose name as City Manager of the City Co-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 and with full authority to do so.

Given under my hand and official seal this 9th day of January, 2013.

Myra D. Bushen  
Notary Public  
My Commission Expires: March 26, 2013



## APPROVAL OF AWG CO-GRANTOR

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 9<sup>th</sup>  
day of JANUARY, 2013.

Alex Weidner  
AWG Co-Grantor

By: AW Group

Its: President

STATE OF ALABAMA     )  
CALHOUN COUNTY     )

I, the undersigned Notary Public in and for said County and State, hereby certify that ALEX WEIDNER, whose name as PRESIDENT of the AWG Co-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 and with full authority to do so.

Given under my hand and official seal this 9<sup>th</sup> day of JANUARY, 2013.

Sandra Roberts  
Notary Public

My Commission Expires:

SANDRA ROBERTS  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
January 12, 2014





**ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

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

Dated February 19, 2013

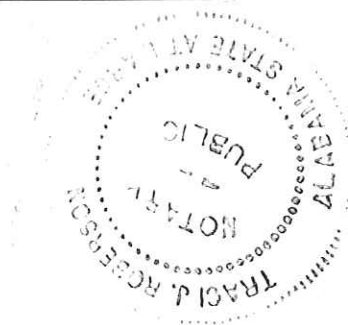
By: Phillip D. Davis  
 Chief, Land Division  
 Alabama Department of Environmental  
 Management

STATE OF ALABAMA           )  
 MONTGOMERY COUNTY       )

I, the undersigned Notary Public in and for said County and State, hereby certify that Phillip D. Davis, whose name as Chief, Land Division, Alabama Department of Environmental Management is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he approved the same voluntarily on the day the same bears date and with full authority to do so.

Given under my hand and official seal this 19 day of February, 2013.

Traci Roberson  
 Notary Public  
 My Commission Expires: 1-30-15



STATE OF ALABAMA     )  
CALHOUN COUNTY     )

I, hereby certify that the foregoing Environmental Covenant has been recorded in the property records of Calhoun County, Alabama, at Deed Book 3156, Page 333  
\_\_\_\_\_.

Dated February 25, 2013

By: S. Robinson  
Clerk, Office of Probate Judge



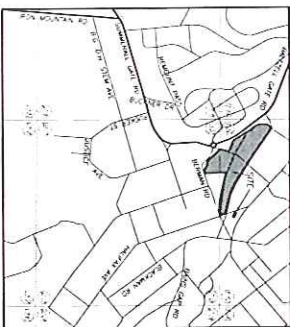
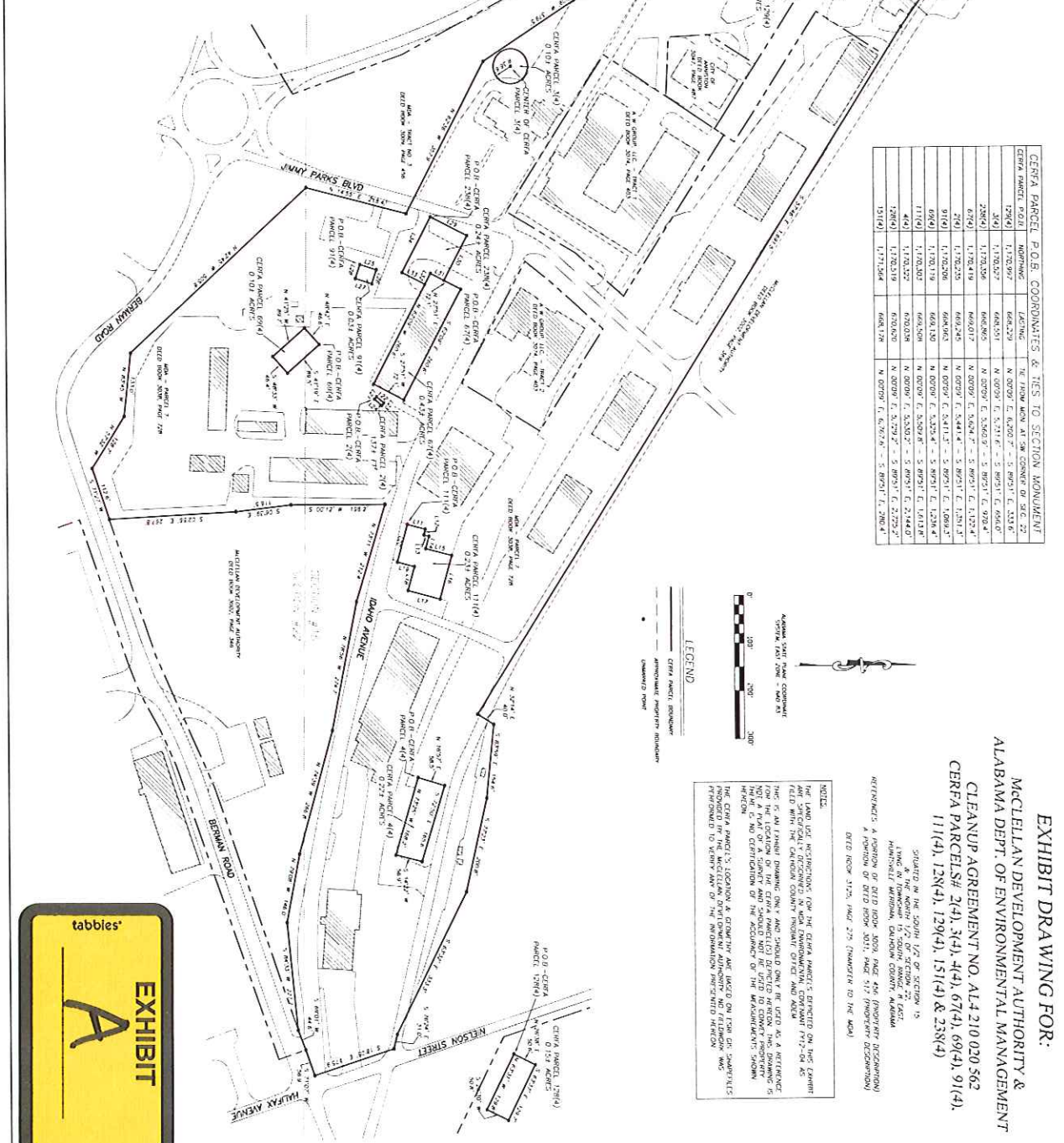


TABLE 1  
DEED RECORD

DEED NO.	DATE	BOOK	PAGE	SECTION	TOWNSHIP	RANGE	COUNTY
128(4)	1/17/2007	668,229	1	1	10N	10E	ALABAMA
3(4)	1/17/2007	668,531	1	1	10N	10E	ALABAMA
298(4)	1/17/2007	668,865	1	1	10N	10E	ALABAMA
67(4)	1/17/2007	669,017	1	1	10N	10E	ALABAMA
7(4)	1/17/2007	669,245	1	1	10N	10E	ALABAMA
91(4)	1/17/2007	669,509	1	1	10N	10E	ALABAMA
11(4)	1/17/2007	669,509	1	1	10N	10E	ALABAMA
12(4)	1/17/2007	669,509	1	1	10N	10E	ALABAMA
13(4)	1/17/2007	669,509	1	1	10N	10E	ALABAMA



CEIRA PARCEL P.O.B. COORDINATES & TIES TO SECTION MONUMENT

CEIRA PARCEL P.O.B.	NORTHING	EASTING	TIE FROM MON. AT SW CORNER OF SEC. 22
128(4)	1,170,997	668,229	N 00°09' E, 6,200.2' - S 89°51' E, 233.6'
3(4)	1,170,997	668,531	N 00°09' E, 5,211.6' - S 89°51' E, 658.0'
298(4)	1,170,997	668,865	N 00°09' E, 5,200.0' - S 89°51' E, 708.4'
67(4)	1,170,997	669,017	N 00°09' E, 5,441.4' - S 89°51' E, 1,281.3'
7(4)	1,170,997	669,245	N 00°09' E, 5,441.4' - S 89°51' E, 1,281.3'
91(4)	1,170,997	669,509	N 00°09' E, 5,441.4' - S 89°51' E, 1,281.3'
11(4)	1,170,997	669,509	N 00°09' E, 5,441.4' - S 89°51' E, 1,281.3'
12(4)	1,170,997	669,509	N 00°09' E, 5,441.4' - S 89°51' E, 1,281.3'
13(4)	1,170,997	669,509	N 00°09' E, 5,441.4' - S 89°51' E, 1,281.3'



**EXHIBIT DRAWING FOR:**  
**MCCLELLAN DEVELOPMENT AUTHORITY & ALABAMA DEPT. OF ENVIRONMENTAL MANAGEMENT**  
**CLEANUP AGREEMENT NO. AL-210 020 562**  
**CEIRA PARCELS: 3(4), 7(4), 4(4), 67(4), 69(4), 91(4), 11(4), 128(4), 129(4), 151(4) & 238(4)**

NOTED: IN THE SOUTH 1/4 OF SECTION 15, TOWNSHIP 10N, RANGE 10E, COUNTY OF ALABAMA, A PORTION OF DEED BOOK 3021, PAGE 434 (PROPERTY DISPOSITION) A PORTION OF DEED BOOK 3021, PAGE 111 (PROPERTY DISPOSITION) DEED BOOK 3125, PAGE 278 (TRANSFER TO THE MDA)

THE LAND USE RESTRICTIONS, FOR THE CEIRA PARCELS, DERIVED ON THE CURRENT FIELD SURVEY, ARE SHOWN ON THE ATTACHED MAP. THE SURVEY IS A REFERENCE TO THE LOCATION OF THE CEIRA PARCELS DERIVED FROM THE SHOWN IS THAT NO CERTIFICATION OF THE ACCURACY OF THE MEASUREMENTS SHOWN HEREIN.

THE CEIRA PARCELS' LOCATION & BOUNDARY ARE BASED ON THE CEIRA SURVEY, WHICH IS A REFERENCE TO THE LOCATION OF THE CEIRA PARCELS DERIVED FROM THE SHOWN IS THAT NO CERTIFICATION OF THE ACCURACY OF THE MEASUREMENTS SHOWN HEREIN.

SHEET <b>EXHIBIT DRAWING</b>		V. 10/10/07 <b>1 of 1</b>													
<b>L. I. SMITH &amp; ASSOCIATES, INC.</b> <b>SURVEYORS - ENGINEERS</b> 303 North West Street Prattville, Alabama 36068 205-336-1143 FAX 205-336-0220															
1100 Salinas Pk. Suite 125 Prattville, Alabama 36068 205-336-1143 FAX 205-336-0220		SCALE: 1"=100' DATE: 08/17/2012													
DRAWN BY: RAB CHECKED BY: LIS PROJECT # 4002237272		<b>REVISIONS</b> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DESCRIPTION	DATE									
NO.	DESCRIPTION	DATE													

**MCCLELLAN DEVELOPMENT AUTHORITY**  
**ENVIRONMENTAL COVENANT**  
**FY12-04**  
**BALTZELL GATE RD & JIMMY PARKS BLVD**  
**ANNISTON, CALHOUN CO., ALABAMA**