

STATE OF ALABAMA)
CALHOUN COUNTY)

THE MCCLELLAN DEVELOPMENT AUTHORITY
ENVIRONMENTAL COVENANT
NUMBER FY-15-01.00

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 "Grantor") grants this Environmental Covenant, Numbered FY-15-01.00, 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 "Grantee" or "Holder"), to-wit:

WHEREAS, the MDA is the owner of a portion of that certain real property known as "Munitions Response Site - 1" also known as MRS-1 and containing CERFA parcels 83Q and 118Q-X, collectively also known as Range 25 (see Exhibit "A", attached hereto) which is located on the grounds of the former Fort McClellan, in the City of Anniston, Calhoun County, Alabama (the "Property"), which was conveyed to MDA 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; and,

WHEREAS, the Property is more particularly described as follows:

MRS1 Description – Boundary

A parcel of land situated in the Northwest ¼ and Northeast ¼ of Section 23, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama and being more particularly described as follows:

COMMENCING at a monument at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs as follows:
South 89 degrees 12 minutes East, 10,072.5 feet;

North 00 degrees 48 minutes East, 4,820.5 feet to the **POINT OF BEGINNING**, being the intersection of the south margin of Bains Gap Road and the west margin of Baby Bains Gap Road, and having Alabama State Plane, East Zone, Coordinates of North: 1,169,477 and East: 678,021; runs with the west margin of Baby Bains Gap Road as follows:

South 52 degrees 47 minutes West, 50.3 feet;

Along a curve to the left 162.8 feet, having a radius of 662.9 feet, and is subtended by a chord bearing and distance of South 42 degrees 00 minutes West, 162.4 feet;

Along a curve to the left 170.5 feet, having a radius of 397.2 feet, and is subtended by a chord bearing and distance of South 20 degrees 14 minutes West, 169.2 feet;

South 07 degrees 57 minutes West, 92.3 feet;

South 6 degrees 2 minutes West, 135.5 feet;

South 4 degrees 34 minutes West, 121.3 feet;

South 03 degrees 25 minutes West, 177.4 feet;

South 2 degrees 38 minutes West, 123.0 feet;

South 4 degrees 46 minutes West, 52.1 feet;

South 08 degrees 47 minutes West, 42.1 feet;

South 10 degrees 21 minutes West, 70.2 feet;

Along a curve to the left 242.3 feet, having a radius of 885.3 feet, and is subtended by a chord bearing and distance of South 02 degrees 09 minutes West, 241.6 feet; thence leaving Baby Bains Gap Road the boundary runs as follows:

South 64 degrees 2 minutes West, 355.9 feet;

North 46 degrees 11 minutes West, 200.0 feet;

South 47 degrees 6 minutes West, 325.6 feet;

South 46 degrees 00 minutes East, 60.4 feet;

South 75 degrees 52 minutes West, 96.2 feet;

South 80 degrees 27 minutes West, 144.8 feet;

South 75 degrees 37 minutes West, 195.5 feet;

South 18 degrees 23 minutes West, 24.7 feet;

South 78 degrees 11 minutes West, 252.9 feet;

South 82 degrees 09 minutes West, 234.8 feet;

South 87 degrees 54 minutes West, 146.1 feet;

North 87 degrees 47 minutes West, 93.1 feet;

North 86 degrees 52 minutes West, 48.1 feet;

North 90 degrees 00 minutes West, 30.4 feet;

South 70 degrees 01 minutes West, 23.1 feet;

South 69 degrees 41 minutes West, 106.6 feet;

South 73 degrees 06 minutes West, 104.6 feet;

South 74 degrees 55 minutes West, 52.4 feet;

South 76 degrees 40 minutes West, 94.1 feet;

South 79 degrees 40 minutes West, 58.6 feet;

South 80 degrees 48 minutes West, 82.3 feet;

South 84 degrees 3 minutes West, 19.0 feet;

South 84 degrees 5 minutes West, 100.5 feet;

South 84 degrees 55 minutes West, 52.0 feet;

South 87 degrees 40 minutes West, 48.4 feet;

South 88 degrees 22 minutes West, 93.4 feet;

South 64 degrees 18 minutes West, 101.8 feet;

South 64 degrees 46 minutes West, 16.3 feet;

South 65 degrees 47 minutes West, 109.7 feet;

South 66 degrees 24 minutes West, 109.1 feet;

South 66 degrees 26 minutes West, 10.8 feet;

South 67 degrees 28 minutes West, 97.4 feet;
South 69 degrees 28 minutes West, 107.1 feet;
South 70 degrees 54 minutes West, 76.2 feet;
South 71 degrees 51 minutes West, 29.3 feet;
South 74 degrees 22 minutes West, 145.8 feet;
North 01 degrees 48 minutes East, 48.4 feet;
North 01 degrees 45 minutes East, 100.2 feet;
North 01 degrees 39 minutes East, 80.3 feet;
North 15 degrees 04 minutes East, 594.0 feet;
North 01 degrees 13 minutes East, 328.9 feet;
North 04 degrees 32 minutes West, 222.8 feet;
North 14 degrees 24 minutes West, 137.9 feet;
North 26 degrees 41 minutes East, 93.1 feet;
North 10 degrees 43 minutes West, 27.9 feet;
North 61 degrees 44 minutes East, 99.6 feet;
North 62 degrees 3 minutes East, 55.5 feet;
North 70 degrees 12 minutes East, 53.1 feet;
North 68 degrees 51 minutes East, 5.5 feet;
North 72 degrees 57 minutes East, 26.2 feet;
South 04 degrees 37 minutes West, 20.5 feet;
South 04 degrees 4 minutes West, 12.6 feet;
North 71 degrees 29 minutes East, 39.7 feet;

Along a curve to the right 82.5 feet, having a radius of 301.6 feet, and is subtended by a chord bearing and distance of North 80 degrees 40 minutes East, 82.3 feet;

North 88 degrees 27 minutes East, 192.1 feet;
North 87 degrees 56 minutes East, 103.8 feet;
North 86 degrees 51 minutes East, 31.9 feet;

Along a curve to the left 73.9 feet, having a radius of 662.8 feet, and is subtended by a chord bearing and distance of North 83 degrees 50 minutes East, 73.8 feet;

Along a curve to the left 146.8 feet, having a radius of 662.8 feet, and is subtended by a chord bearing and distance of North 74 degrees 18 minutes East, 146.5 feet;

North 67 degrees 55 minutes East, 208.0 feet;
North 69 degrees 37 minutes East, 40.2 feet;
North 70 degrees 28 minutes East, 48.3 feet;
North 71 degrees 55 minutes East, 24.3 feet;
North 74 degrees 40 minutes East, 24.7 feet;

Along a curve to the right 74.8 feet, having a radius of 236.4 feet, and is subtended by a chord bearing and distance of North 83 degrees 10 minutes East, 74.5 feet;

South 87 degrees 48 minutes East, 24.4 feet;

Along a curve to the right 105.2 feet, having a radius of 1144.1 feet, and is subtended by a chord bearing and distance of South 83 degrees 5 minutes East, 105.1 feet;

South 80 degrees 22 minutes East, 41.7 feet;
South 84 degrees 23 minutes East, 17.6 feet;
South 77 degrees 28 minutes East, 19.9 feet;
North 90 degrees 00 minutes East, 14.0 feet;
South 81 degrees 36 minutes East, 20.7 feet;

Along a curve to the right 178.8 feet, having a radius of 515.2 feet, and is subtended by a chord bearing and distance of North 87 degrees 7 minutes East, 177.9 feet;

North 80 degrees 56 minutes East, 32.1 feet;

North 80 degrees 25 minutes East, 31.7 feet;

North 78 degrees 47 minutes East, 23.8 feet;

North 77 degrees 42 minutes East, 47.8 feet;

North 76 degrees 49 minutes East, 47.9 feet;

North 76 degrees 02 minutes East, 47.8 feet;

North 75 degrees 14 minutes East, 47.9 feet;

North 74 degrees 26 minutes East, 47.7 feet;

North 73 degrees 21 minutes East, 31.9 feet;

North 72 degrees 17 minutes East, 31.9 feet;

Along a curve to the right 82.0 feet, having a radius of 385.3 feet, and is subtended by a chord bearing and distance of North 77 degrees 37 minutes East, 81.8 feet;

North 83 degrees 44 minutes East, 40.4 feet;

North 86 degrees 12 minutes East, 16.3 feet;

Along a curve to the left 74.2 feet, having a radius of 346.8 feet, and is subtended by a chord bearing and distance of North 80 degrees 54 minutes East, 74.1 feet;

Along a curve to the left 42.7 feet, having a radius of 346.8 feet, and is subtended by a chord bearing and distance of North 71 degrees 15 minutes East, 42.6 feet;

North 67 degrees 55 minutes East, 15.6 feet;

Along a curve to the left 71.9 feet, having a radius of 2384.6 feet, and is subtended by a chord bearing and distance of North 66 degrees 2 minutes East, 71.9 feet;

North 65 degrees 29 minutes East, 24.0 feet;

Along a curve to the left 79.8 feet, having a radius of 2442.1 feet, and is subtended by a chord bearing and distance of North 64 degrees 44 minutes East, 79.8 feet;

North 63 degrees 45 minutes East, 392.8 feet;

North 65 degrees 09 minutes East, 41.3 feet;

South 19 degrees 27 minutes East, 17.5 feet;

Along a curve to the right 232.3 feet, having a radius of 576.5 feet, and is subtended by a chord bearing and distance of North 79 degrees 41 minutes East, 230.8 feet;

South 89 degrees 46 minutes East, 366.9 feet;

South 89 degrees 26 minutes East, 107.7 feet to the point of beginning and containing 113.3 Acres, more or less.

Said MRS-1 Boundary also contains the following specific parcels, referenced herein:

Parcel 83Q Description

A parcel of land situated in Section 23, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, being more particularly described as follows:

COMMENCING at a monument at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs as follows:
South 89 degrees 12 minutes East, 8,694.5 feet;

South 00 degrees 48 minutes East, 4,469.4 feet to the **POINT OF BEGINNING**, being the northeastern corner of the herein described parcel, and having Alabama State Plane, East Zone, Coordinates of North: 1,169,145 and East: 676,636; thence runs as follows:

South 26 degrees 14 minutes East, 1244.9 feet;
 South 47 degrees 6 minutes West, 222.3 feet;
 South 46 degrees 00 minutes East, 60.4 feet;
 South 75 degrees 52 minutes West, 96.2 feet;
 South 80 degrees 27 minutes West, 144.8 feet;
 South 75 degrees 37 minutes West, 195.5 feet;
 South 18 degrees 23 minutes West, 24.7 feet;
 South 78 degrees 11 minutes West, 252.9 feet;
 South 82 degrees 09 minutes West, 234.8 feet;
 South 87 degrees 54 minutes West, 146.1 feet;
 North 87 degrees 47 minutes West, 93.1 feet;
 North 86 degrees 52 minutes West, 48.1 feet;
 North 90 degrees 00 minutes West, 30.4 feet;
 South 70 degrees 1 minutes West, 23.1 feet;
 South 69 degrees 41 minutes West, 106.6 feet;
 South 73 degrees 06 minutes West, 104.6 feet;
 South 74 degrees 55 minutes West, 52.4 feet;
 South 76 degrees 40 minutes West, 94.1 feet;
 South 79 degrees 40 minutes West, 58.6 feet;
 South 80 degrees 48 minutes West, 82.3 feet;
 South 84 degrees 3 minutes West, 19.0 feet;
 South 84 degrees 5 minutes West, 100.5 feet;
 South 84 degrees 55 minutes West, 52.0 feet;
 South 87 degrees 40 minutes West, 48.4 feet;
 South 88 degrees 22 minutes West, 93.4 feet;
 South 64 degrees 18 minutes West, 101.8 feet;
 South 64 degrees 46 minutes West, 16.3 feet;
 South 65 degrees 47 minutes West, 34.8 feet;
 North 25 degrees 30 minutes East, 837.4 feet;
 North 00 degrees 33 minutes West, 731.0 feet;
 North 69 degrees 8 minutes East, 278.8 feet;
 North 69 degrees 9 minutes East, 99.2 feet;
 North 77 degrees 20 minutes East, 76.8 feet;
 South 83 degrees 58 minutes East, 201.9 feet;
 South 87 degrees 26 minutes East, 196.1 feet;
 North 76 degrees 31 minutes East, 500.2 feet;
 North 84 degrees 16 minutes East, 89.0 feet to the point of beginning and containing 58.0 Acres, more or less.

AND

Parcel 118Q-X Description

A parcel of land situated in Section 23, lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, being more particularly described as follows:

COMMENCING at a monument at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence as follows: South 89 degrees 12 minutes East, 7,531.6 feet;

South 00 degrees 48 minutes East, 3,709.4 feet to the **POINT OF BEGINNING**, being the southwestern corner of the herein described parcel, and having Alabama State Plane, East Zone, Coordinates of North: 1,168,401 and East: 675,463; runs thence as follows:

South 16 degrees 48 minutes West, 248.5 feet;

North 69 degrees 14 minutes West, 442.8 feet;

North 69 degrees 14 minutes West, 206.6 feet;

North 69 degrees 14 minutes West, 46.8 feet;

North 17 degrees 25 minutes East, 239.9 feet;

South 69 degrees 55 minutes East, 693.0 feet to the point of beginning and containing 3.9 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, Parcel Munitions Response Site – 1 (MRS-1) comprises an area totaling approximately 113 acres located in the northeast part of the Bravo Munitions Response Area (MRA), south of the Southern Alpha MRS, and bordered by the Charlie MRA to the east. It consists of the Bravo Engineering Evaluation/Cost Analysis (EE/CA) Sector M4-1H Mixed Use Area – Passive Recreation (PR);

WHEREAS, historically, MRS-1 was used primarily for mortar and artillery ranges and small arms training with a variety of explosive ordnance recovered during site characterization and remediation activities. MRS-1 was cleared to the depth of detection.

WHEREAS, Range 25 is partially located within the boundary of MRS-1 and is comprised of the Known Distance Range, Parcel 83Q and Main Post Impact Area, Parcel 118Q-X which lies north of the Range 25 target berm.

WHEREAS, historically, the Known Distance Range, Parcel 83Q was used primarily for various small caliber weapons and machine gun training and the Main Post Impact Area, Parcel 118Q-X was used as a World War I artillery impact area.

WHEREAS, the historical operations on Parcel 83Q and 118Q-X resulted in the residual presence of unacceptable levels of hazardous metals and other contaminants which required the excavation and disposal of contaminated soils;

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 GRANTOR and assignees agreed to perform operation and maintenance activities at the Property, 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 remedial action was performed in accordance with the ADEM-approved work plans and Action Memorandum and DDESB-approved explosives safety submission;

WHEREAS, detection and removal methods are not 100 percent effective, so that (munitions and explosives of concern) MEC may remain in those areas that were subjected to the remediation;

WHEREAS, the Department of Defense Manual Number 6055.09-M, Volume 7, February 29, 2008 (Administratively Reissued August 4, 2010) in V7.E3.4.2.2.1.2 states that “Areas on which a previous response has been completed, pursuant to a DDESB-approved explosives safety submission (ESS), for the stipulated reuse also qualify for “low” determinations.” ; and, in V7.E4.4.3.2.1 the level of construction support for areas of low probability shall be “On-call”;

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 potential MEC or hazardous metals and other contaminants is controlled by restricting the use of the Property and the activities 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 MEC or hazardous metals and other contaminants;

WHEREAS, hazardous metals and other contaminants remain on the Property and the potential for MEC remains in the confines of roadways within the Covenant Boundary;

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, 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**

Owners. "Owners" means the GRANTOR, its successors and assigns in interest.

2. **USE RESTRICTIONS**

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

- (i) Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed "on-call" to assist if suspected UXO are encountered during construction activities within the confines of an area three feet either side and including the area underneath both the Industrial Access Road and Bains Gap Road of the Covenant Boundary.
- (ii) Residential use of the property is prohibited within the area identified on the MRS-1 boundary map consisting of the entire Parcel 118Q-X and portions of Parcel 83Q. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
- (iii) 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 Owner, the Holder, 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 Owner 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 Owner 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). 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 Owner 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 Owner's 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 Owner hereby grants to ADEM, ADEM's agents, contractors and employees; the Owner's agents, contractors and employees; 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.
- 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. 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;
 - iii) That 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.

- 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 such 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:
- | | |
|--|---|
| <p><u>ADEM</u>
 Chief, Land Division
 A.D.E.M.
 1400 Coliseum Boulevard
 Montgomery, AL 36110</p> | <p><u>GRANTOR</u>
 The McClellan Development
 Authority
 4975 Bains Gap Road
 Anniston, AL 36205</p> |
|--|---|
- 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, 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.

- 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 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 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 8th day of June, 2015.

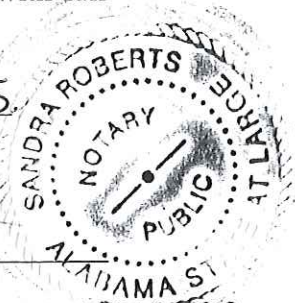
Phil Webb
MDA Grantor
By: Phil Webb
Its: Chairman

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 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 8th day of June, 2015.


Sandra Roberts
Notary Public
My Commission Expires: My Commission Expires 01/09/2018



ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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


Dated September 29, 2015

By: 
 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 29 day of September, 2015.


 Notary Public
 My Commission Expires: 9-30-19



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 3194, Page 219
_____.

Dated October 5, 2015

By: Debra Heard
Clerk, Office of Probate Judge

REFERENCES: DEED BOOK 3039, PAGE 291 (PROPERTY DESCRIPTION)
DEED BOOK 3125, PAGE 275 (TRANSFER TO THE MOA)

PARCEL 1MS-1, UNRESTRICTED AREA = 75.6 ACRES
PARCEL 1MS-1, RESTRICTED AREA = 36.7 ACRES
PARCEL 1MS-1, TOTAL AREA = 112.3 ACRES

PARCEL 1180-X AREA = 3.9 ACRES

IRON MOUNTAIN ROAD JOG PROHIBITION AREA = 1.04 ACRES
BURNS GOLF ROAD JOG PROHIBITION AREA = 1.04 ACRES

P.O. OF THE PAVELI, W-5-1-1 LOCATED
IN THE CONCRETE CORNER OF SECTION 22
P.O. OF W-5-1-1 HAS A SHIRT PINK COORDINATES OF:
NORTHING: 118,617 E. LONGING: 678,227

P.O. OF PAVELI, 22-5-1-1 LOCATED
IN THE CONCRETE CORNER OF SECTION 22
P.O. OF 22-5-1-1 HAS A SHIRT PINK COORDINATES OF:
NORTHING: 118,617 E. LONGING: 678,638

P.O. OF PAVELI, 118-5-1-1 LOCATED
IN THE CONCRETE CORNER OF SECTION 22
P.O. OF 118-5-1-1 HAS A SHIRT PINK COORDINATES OF:
NORTHING: 118,617 E. LONGING: 678,543

P.O. OF PAVELI, 118-5-2-1-1 LOCATED
IN THE CONCRETE CORNER OF SECTION 22
P.O. OF 118-5-2-1-1 HAS A SHIRT PINK COORDINATES OF:
NORTHING: 118,617 E. LONGING: 678,527

P.O. OF PAVELI, 118-5-2-2-1-1 LOCATED
IN THE CONCRETE CORNER OF SECTION 22
P.O. OF 118-5-2-2-1-1 HAS A SHIRT PINK COORDINATES OF:
NORTHING: 118,617 E. LONGING: 678,527

LINE	NAME	OS/2
1	0.0	0.0
2	0.0	0.0
3	0.0	0.0
4	0.0	0.0
5	0.0	0.0
6	0.0	0.0
7	0.0	0.0
8	0.0	0.0
9	0.0	0.0
10	0.0	0.0
11	0.0	0.0
12	0.0	0.0
13	0.0	0.0
14	0.0	0.0
15	0.0	0.0
16	0.0	0.0
17	0.0	0.0
18	0.0	0.0
19	0.0	0.0
20	0.0	0.0
21	0.0	0.0
22	0.0	0.0
23	0.0	0.0
24	0.0	0.0
25	0.0	0.0
26	0.0	0.0
27	0.0	0.0
28	0.0	0.0
29	0.0	0.0
30	0.0	0.0
31	0.0	0.0
32	0.0	0.0
33	0.0	0.0
34	0.0	0.0
35	0.0	0.0
36	0.0	0.0
37	0.0	0.0
38	0.0	0.0
39	0.0	0.0
40	0.0	0.0
41	0.0	0.0
42	0.0	0.0
43	0.0	0.0
44	0.0	0.0
45	0.0	0.0
46	0.0	0.0
47	0.0	0.0
48	0.0	0.0
49	0.0	0.0
50	0.0	0.0
51	0.0	0.0
52	0.0	0.0
53	0.0	0.0
54	0.0	0.0
55	0.0	0.0
56	0.0	0.0
57	0.0	0.0
58	0.0	0.0
59	0.0	0.0
60	0.0	0.0
61	0.0	0.0
62	0.0	0.0
63	0.0	0.0
64	0.0	0.0
65	0.0	0.0
66	0.0	0.0
67	0.0	0.0
68	0.0	0.0
69	0.0	0.0
70	0.0	0.0
71	0.0	0.0
72	0.0	0.0
73	0.0	0.0
74	0.0	0.0
75	0.0	0.0
76	0.0	0.0
77	0.0	0.0
78	0.0	0.0
79	0.0	0.0
80	0.0	0.0
81	0.0	0.0
82	0.0	0.0
83	0.0	0.0
84	0.0	0.0
85	0.0	0.0
86	0.0	0.0
87	0.0	0.0
88	0.0	0.0
89	0.0	0.0
90	0.0	0.0
91	0.0	0.0
92	0.0	0.0
93	0.0	0.0
94	0.0	0.0
95	0.0	0.0
96	0.0	0.0
97	0.0	0.0
98	0.0	0.0
99	0.0	0.0
100	0.0	0.0

[illegible]

Group	Age (yr)	Age (months)	Cardio. mass	Cardio. length
G1	86.9	146.1	5.4 ± 0.07	16.4
G2	89.9	146.1	5.2 ± 0.14	16.8
G3	89.7	170.5	5.2 ± 0.14	16.8
G4	88.5	145.9	5.0 ± 0.09	16.5
G5	86.9	145.9	5.0 ± 0.09	16.5
G6	86.2	173.5	5.0 ± 0.09	16.5
G7	86.2	146.1	5.2 ± 0.14	16.8
G8	86.2	146.1	5.2 ± 0.14	16.8
G9	85.2	172.8	5.0 ± 0.09	16.5
G10	85.2	172.8	5.2 ± 0.14	16.8
G11	84.6	170	5.0 ± 0.09	16.5
G12	84.6	170	5.0 ± 0.09	16.5
G13	84.6	170	5.0 ± 0.09	16.5
G14	84.6	170	5.0 ± 0.09	16.5
G15	84.6	170	5.0 ± 0.09	16.5
G16	84.6	170	5.0 ± 0.09	16.5
G17	84.6	170	5.0 ± 0.09	16.5
G18	84.6	170	5.0 ± 0.09	16.5
G19	84.6	170	5.0 ± 0.09	16.5
G20	84.6	170	5.0 ± 0.09	16.5
G21	84.6	170	5.0 ± 0.09	16.5
G22	84.6	170	5.0 ± 0.09	16.5
G23	84.6	170	5.0 ± 0.09	16.5
G24	84.6	170	5.0 ± 0.09	16.5
G25	84.6	170	5.0 ± 0.09	16.5
G26	84.6	170	5.0 ± 0.09	16.5
G27	84.6	170	5.0 ± 0.09	16.5
G28	84.6	170	5.0 ± 0.09	16.5
G29	84.6	170	5.0 ± 0.09	16.5
G30	84.6	170	5.0 ± 0.09	16.5
G31	84.6	170	5.0 ± 0.09	16.5
G32	84.6	170	5.0 ± 0.09	16.5
G33	84.6	170	5.0 ± 0.09	16.5
G34	84.6	170	5.0 ± 0.09	16.5
G35	84.6	170	5.0 ± 0.09	16.5
G36	84.6	170	5.0 ± 0.09	16.5
G37	84.6	170	5.0 ± 0.09	16.5
G38	84.6	170	5.0 ± 0.09	16.5
G39	84.6	170	5.0 ± 0.09	16.5
G40	84.6	170	5.0 ± 0.09	16.5
G41	84.6	170	5.0 ± 0.09	16.5
G42	84.6	170	5.0 ± 0.09	16.5
G43	84.6	170	5.0 ± 0.09	16.5
G44	84.6	170	5.0 ± 0.09	16.5
G45	84.6	170	5.0 ± 0.09	16.5
G46	84.6	170	5.0 ± 0.09	16.5
G47	84.6	170	5.0 ± 0.09	16.5
G48	84.6	170	5.0 ± 0.09	16.5
G49	84.6	170	5.0 ± 0.09	16.5
G50	84.6	170	5.0 ± 0.09	16.5
G51	84.6	170	5.0 ± 0.09	16.5
G52	84.6	170	5.0 ± 0.09	16.5
G53	84.6	170	5.0 ± 0.09	16.5
G54	84.6	170	5.0 ± 0.09	16.5
G55	84.6	170	5.0 ± 0.09	16.5
G56	84.6	170	5.0 ± 0.09	16.5
G57	84.6	170	5.0 ± 0.09	16.5
G58	84.6	170	5.0 ± 0.09	16.5
G59	84.6	170	5.0 ± 0.09	16.5
G60	84.6	170	5.0 ± 0.09	16.5
G61	84.6	170	5.0 ± 0.09	16.5
G62	84.6	170	5.0 ± 0.09	16.5
G63	84.6	170	5.0 ± 0.09	16.5
G64	84.6	170	5.0 ± 0.09	16.5
G65	84.6	170	5.0 ± 0.09	16.5
G66	84.6	170	5.0 ± 0.09	16.5
G67	84.6	170	5.0 ± 0.09	16.5
G68	84.6	170	5.0 ± 0.09	16.5
G69	84.6	170	5.0 ± 0.09	16.5
G70	84.6	170	5.0 ± 0.09	16.5
G71	84.6	170	5.0 ± 0.09	16.5
G72	84.6	170	5.0 ± 0.09	16.5
G73	84.6	170	5.0 ± 0.09	16.5
G74	84.6	170	5.0 ± 0.09	16.5
G75	84.6	170	5.0 ± 0.09	16.5
G76	84.6	170	5.0 ± 0.09	16.5</




NOTES:

THE LAND USE RESTRICTIONS FOR THE CERFA PARCELS DEPICTED ON THIS EXHIBIT ARE SPECIFICALLY DESCRIBED IN MOA ENVIRONMENTAL COVENANTS PARTS 0-1 AS FILED WITH THE CALIFORNIA COUNTY PROBATE OFFICE AND ADMA 7733-01 AS FILED WITH THE CALIFORNIA COUNTY PROBATE OFFICE AND ADMA 7733-01.

THIS IS AN EXHIBIT DRAWING ONLY AND SHOULD ONLY BE USED AS A REFERENCE FOR THE LOCATION OF A SUBJECT AND SHOULD NOT BE USED TO CONVEY PROPERTY, THE EXISTENCE OF A EASEMENT, AND SHOULD NOT BE USED TO CERTIFY THE ACCURACY OF THE MEASUREMENTS SHOWN HEREIN.

ALL CERFA PARCELS' LOCATION & GEOMETRY ARE BASED ON ESR 015 WHICH WAS PROVIDED BY THE MCQUELLEN DEVELOPMENT AUTHORITY.

----- MRS-1 PARCEL BOUNDARY
----- ADDITIONAL PARCEL BOUNDARY

 ADJOINING BOUNDARY
 MFG-1 RESTRICTED
 PROHIBITION ON DECILING W/O CONSTRUCTION SUPPORT

- UNMARKED POINT
- MARKING WILL

17


FOR THE CEREA BARCELS DEPICTED ON THIS

FOR THE CLERK OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF CALAVERAS, DESCRIBED IN MDA ENVIRONMENTAL COVENANT.

ONLY AND SHOULD ONLY BE USED AS A
OF THE CERFA PARCEL(S) DEPICTED HEREON.

OF A SURVEY AND SHOULD NOT BE USED TO
NO CERTIFICATION OF THE ACCURACY OF THE
ON.

ION & GEOMETRY ARE BASED ON ESRI GIS
McCLELLAN DEVELOPMENT AUTHORITY.

SHEET:	<h1 style="margin: 0;">EXHIBIT DRAWING</h1>	NUMBER: <h1 style="margin: 0;">1 of 1</h1>
 <div style="clear: both;"></div> <h2 style="margin: 0;">L. I. SMITH & ASSOCIATES, INC.</h2> <h3 style="margin: 0;">SURVEYORS • ENGINEERS</h3>		
508 North Caldwell Street Park, Tennessee 37362 731-644-1103 800-247-6417 FAX 731-644-0509		
1100 Lebanon Pike, Suite 10 Nashville, Tennessee 37210 615-261-7143 FAX 615-261-0490		
DRAWN BY: MJO	CHECKED BY: US	SCALE: 1"=200'
PROJECT # 4002.27.141		DATE: 04/15/2015

REVISIONS		
NO.	DESCRIPTION	DATE

© 2015 E. J. SMITH ASSOCIATES, INC.

ALL DESIGNS, DATA, AND DATA REPRESENTATION THEREIN ARE THE PROPERTY OF E. J. SMITH ASSOCIATES, INC. THESE DESIGN FIGURES, INCLUDING ALL INFORMATION, ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM E. J. SMITH ASSOCIATES, INC. ANY VIOLATION OF THESE TERMS SHALL BE SUBJECT TO LITIGATION IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA.

McCLELLAN
ALABAMA DEPT.
CLEANUP
CERFA PA
BAINS GAP ROA