

STATE OF ALABAMA)
CALHOUN COUNTY)

DEED 3194 233
Recorded In Above Book and Page
10/05/2015 10:12:49 AM
Alice K. Martin
Judge of Probate
Calhoun County, Alabama

THE MCCLELLAN DEVELOPMENT AUTHORITY
ENVIRONMENTAL COVENANT
NUMBER FY-15-02.00

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-15-02.00, 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 "Southern Alpha" (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:

Southern Alpha Description – Boundary

A parcel of land situated in Section 23 and Section 14, 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 thence as follows: South 89 degrees 12 minutes East, 6,704.3 feet;

South 00 degrees 48 minutes East, 4,146.4 feet to the **POINT OF BEGINNING**, being in the center of Bains Gap Road and having Alabama State Plane, East Zone, Coordinates of North: 1,168,849.6 and East: 674,641.6; runs thence as follows:

North 04 degrees 04 minutes East, 12.6 feet;

North 04 degrees 37 minutes East, 20.5 feet;

South 72 degrees 57 minutes West, 3.4 feet;

North 02 degrees 12 minutes East, 21.5 feet;
North 05 degrees 58 minutes East, 238.1 feet;
North 49 degrees 05 minutes East, 267.3 feet;
North 05 degrees 07 minutes East, 131.9 feet;
North 38 degrees 51 minutes West, 213.9 feet;
North 25 degrees 42 minutes East, 153.4 feet;
North 18 degrees 35 minutes East, 127.3 feet;
North 08 degrees 09 minutes East, 289.5 feet;
North 32 degrees 52 minutes East, 207.6 feet;
North 43 degrees 21 minutes East, 386.6 feet;
North 23 degrees 02 minutes East, 31.0 feet;
North 16 degrees 28 minutes East, 218.8 feet;
North 17 degrees 4 minutes East, 293.0 feet;
North 17 degrees 4 minutes East, 104.6 feet;
North 17 degrees 5 minutes East, 163.7 feet;
North 28 degrees 18 minutes East, 62.8 feet;
North 73 degrees 52 minutes East, 58.3 feet;
North 76 degrees 38 minutes East, 107.9 feet;
North 41 degrees 41 minutes East, 97.1 feet;
North 07 degrees 18 minutes West, 5.5 feet;
North 03 degrees 40 minutes West, 5.5 feet;
North 42 degrees 43 minutes East, 12.9 feet;
North 27 degrees 19 minutes East, 200.5 feet;
North 61 degrees 47 minutes East, 2.8 feet;
North 26 degrees 48 minutes East, 6.3 feet;
North 77 degrees 16 minutes East, 16.6 feet;
North 69 degrees 03 minutes East, 12.4 feet;
North 72 degrees 42 minutes East, 12.7 feet;
North 76 degrees 20 minutes East, 3.5 feet;
North 76 degrees 20 minutes East, 9.2 feet;
North 79 degrees 58 minutes East, 12.7 feet;
North 83 degrees 36 minutes East, 12.7 feet;
North 87 degrees 14 minutes East, 5.7 feet;
North 77 degrees 16 minutes East, 2.3 feet;
North 86 degrees 38 minutes East, 26.3 feet;
North 41 degrees 11 minutes East, 7.3 feet;
North 77 degrees 16 minutes East, 1.9 feet;
North 38 degrees 17 minutes East, 21.7 feet;
North 41 degrees 11 minutes East, 135.4 feet;
North 50 degrees 26 minutes East, 267.3 feet;
South 48 degrees 49 minutes East, 2.9 feet;
North 52 degrees 23 minutes East, 36.7 feet;
North 53 degrees 1 minutes East, 144.7 feet;
North 50 degrees 54 minutes East, 162.5 feet;
North 26 degrees 47 minutes East, 80.4 feet;
North 41 degrees 39 minutes East, 39.3 feet;

North 38 degrees 37 minutes East, 39.4 feet;
 North 40 degrees 19 minutes East, 45.4 feet;
 North 43 degrees 39 minutes East, 52.2 feet;
 North 61 degrees 26 minutes East, 35.3 feet;
 North 63 degrees 53 minutes East, 38.3 feet;
 North 60 degrees 20 minutes East, 10.4 feet;
 North 60 degrees 20 minutes East, 19.1 feet;
 North 60 degrees 20 minutes East, 31.8 feet;
 North 61 degrees 44 minutes East, 11.6 feet;
 North 61 degrees 48 minutes East, 28.5 feet;
 South 01 degrees 52 minutes East, 18.7 feet;
 South 08 degrees 34 minutes East, 157.6 feet;
 South 11 degrees 16 minutes East, 153.8 feet;
 South 18 degrees 29 minutes East, 106.4 feet;
 South 22 degrees 22 minutes East, 135.2 feet;
 South 27 degrees 31 minutes East, 94.9 feet;
 Along a curve to the right 84.5 feet, having a radius of 127.9 feet, and is subtended by a
 chord bearing and distance of South 11 degrees 26 minutes East, 83.0 feet;
 South 05 degrees 31 minutes West, 152.4 feet;
 South 01 degrees 50 minutes West, 147.0 feet;
 South 00 degrees 13 minutes West, 159.0 feet;
 South 05 degrees 24 minutes West, 34.3 feet;
 South 11 degrees 36 minutes West, 78.0 feet;
 Along a curve to the left 111.9 feet, having a radius of 285.6 feet, and is subtended by a
 chord bearing and distance of South 02 degrees 23 minutes West, 111.2 feet;
 South 12 degrees 47 minutes East, 112.3 feet;
 South 10 degrees 38 minutes East, 93.9 feet;
 South 06 degrees 05 minutes East, 142.7 feet;
 Along a curve to the right 132.5 feet, having a radius of 387.3 feet, and is subtended by a
 chord bearing and distance of South 07 degrees 55 minutes East, 131.8 feet;
 South 00 degrees 44 minutes East, 64.1 feet;
 South 00 degrees 02 minutes East, 332.6 feet;
 South 00 degrees 18 minutes West, 312.9 feet;
 South 01 degrees 32 minutes East, 60.2 feet;
 Along a curve to the left 129.9 feet, having a radius of 396.6 feet, and is subtended by a
 chord bearing and distance of South 13 degrees 49 minutes East, 129.3 feet;
 Along a curve to the left 104.5 feet, having a radius of 560.1 feet, and is subtended by a
 chord bearing and distance of South 24 degrees 09 minutes East, 104.4 feet;
 South 31 degrees 08 minutes East, 96.8 feet;
 South 29 degrees 54 minutes East, 55.1 feet;
 South 24 degrees 29 minutes East, 43.9 feet;
 South 19 degrees 27 minutes East, 96.2 feet;
 South 65 degrees 09 minutes West, 41.3 feet;
 South 63 degrees 45 minutes West, 392.8 feet;
 Along a curve to the right 79.8 feet, having a radius of 2442.1 feet, and is subtended by a
 chord bearing and distance of South 64 degrees 44 minutes West, 79.8 feet;

South 65 degrees 29 minutes West, 24.0 feet;
Along a curve to the right 71.9 feet, having a radius of 2384.6 feet, and is subtended by a chord bearing and distance of South 66 degrees 2 minutes West, 71.9 feet;
South 67 degrees 55 minutes West, 15.6 feet;
Along a curve to the right 116.9 feet, having a radius of 346.8 feet, and is subtended by a chord bearing and distance of South 77 degrees 22 minutes West, 116.3 feet;
South 86 degrees 12 minutes West, 16.3 feet;
South 83 degrees 44 minutes West, 40.4 feet;
Along a curve to the left 82.0 feet, having a radius of 358.3 feet, and is subtended by a chord bearing and distance of South 77 degrees 37 minutes West, 81.8 feet;
South 72 degrees 17 minutes West, 31.9 feet;
South 73 degrees 21 minutes West, 31.9 feet;
South 74 degrees 26 minutes West, 47.7 feet;
South 75 degrees 14 minutes West, 47.9 feet;
South 76 degrees 02 minutes West, 47.8 feet;
South 76 degrees 49 minutes West, 47.9 feet;
South 77 degrees 42 minutes West, 47.8 feet;
South 78 degrees 47 minutes West, 23.8 feet;
South 80 degrees 25 minutes West, 31.7 feet;
South 80 degrees 56 minutes West, 32.1 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 South 87 degrees 07 minutes West, 177.9 feet;
North 81 degrees 36 minutes West, 20.7 feet;
North 90 degrees 00 minutes West, 14.0 feet;
North 77 degrees 28 minutes West, 19.9 feet;
North 84 degrees 23 minutes West, 17.6 feet;
North 80 degrees 22 minutes West, 41.7 feet;
Along a curve to the left 105.2 feet, having a radius of 1144.1 feet, and is subtended by a chord bearing and distance of North 83 degrees 5 minutes West, 105.1 feet;
North 87 degrees 48 minutes West, 24.4 feet;
Along a curve to the left 74.8 feet, having a radius of 236.4 feet, and is subtended by a chord bearing and distance of South 83 degrees 10 minutes West, 74.5 feet;
South 74 degrees 40 minutes West, 24.7 feet;
South 71 degrees 55 minutes West, 24.3 feet;
South 70 degrees 28 minutes West, 48.3 feet;
South 69 degrees 37 minutes West, 40.2 feet;
South 67 degrees 55 minutes West, 208.0 feet;
Along a curve to the right 220.7 feet, having a radius of 662.8 feet, and is subtended by a chord bearing and distance of South 77 degrees 30 minutes West, 219.6 feet;
South 86 degrees 51 minutes West, 31.9 feet;
South 87 degrees 56 minutes West, 103.8 feet;
South 88 degrees 27 minutes West, 192.1 feet;
Along a curve to the left 82.5 feet, having a radius of 301.6 feet, and is subtended by a chord bearing and distance of South 80 degrees 40 minutes West, 82.3 feet;
South 71 degrees 29 minutes West, 39.7 feet to the point of beginning and containing 133.1 Acres, more or less.

Said Boundary also contains the following specific parcel, referenced herein:

Cemetery in Southern Alpha Description

A parcel of land situated in Section 14, 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, 7,811.2 feet;

South 00 degrees 48 minutes East, 6,283.1 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: 1,170,971 and East: 675,778; runs thence as follows:

South 71 degrees 12 minutes East, 143.2 feet;

South 27 degrees 55 minutes East, 185.3 feet;

South 64 degrees 26 minutes West, 41.7 feet;

South 76 degrees 52 minutes West, 151.3 feet;

North 28 degrees 51 minutes West, 129.0 feet;

North 01 degrees 32 minutes West, 122.9 feet;

North 46 degrees 43 minutes East, 38.7 feet to the point of beginning and containing 1.0 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 Southern Alpha comprises an area totaling approximately 132 acres located in the southern part of the Alpha Munitions Response Area (MRA), north of Bains Gap Road, and bordered by the Charlie MRA to the east. It consists of the Alpha Engineering Evaluation/Cost Analysis (EE/CA) Sectors M5-1L South – Passive Recreation (PR) and M5-1L – Industrial.

WHEREAS, historically, Southern Alpha was used primarily as artillery, rifle, machine gun, tank, and mortar ranges with a variety of explosive ordnance recovered during site characterization and remediation activities. Southern Alpha was cleared to the depth of detection.

WHEREAS, The Cemetery within Southern Alpha is wholly located within the boundary of Southern Alpha and is designated as a “no digging zone” due to the presence of human remains, pursuant to the applicable provisions of the Alabama Code (1975) as amended.

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 plan 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 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;

WHEREAS, the potential for MEC remains in the confines of 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 within the confines of the Cemetery Boundary or within the confines of an area three feet either side and including the area underneath Bains Gap Road of the Covenant Boundary.
- (ii) 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:

ADEM

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

GRANTOR

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

- 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 9th day of September, 2015.

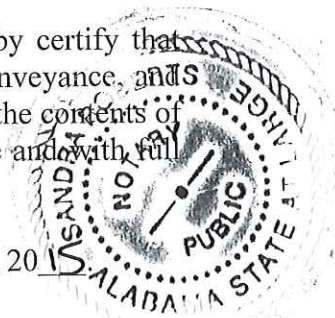
Phil Webb
MDA Grantor
By: Phil Webb
Its: Chairman

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 9th day of September, 2015.


Sandra Robert
Notary Public My Commission Expires 01/09/2018
My Commission Expires: _____



ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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

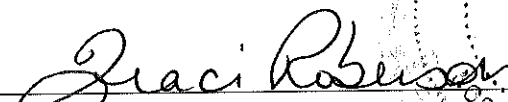
Dated September 29, 2015

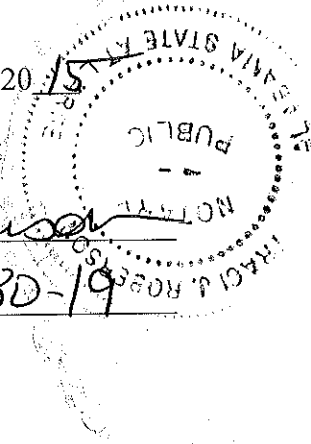
By: 
 Chief, Land Division
 Alabama Department of Environmental
 Management

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, 20 15


 Notary Public
 My Commission Expires: 1-30-19



DEED 3194 244

STATE OF ALABAMA)
CALHOUN COUNTY)

Recording Fee 0.00
TOTAL 0.00

I, hereby certify that the foregoing Environmental Covenant has been recorded in the property records of Calhoun County, Alabama, at Deed Book 3194, Page 233
_____.

Dated October 5, 2015

By: Alfuda Heard
Clerk, Office of Probate Judge

McCLELLAN DEVELOPMENT AUTHORITY &
ALABAMA DEPT. OF ENVIRONMENTAL MANAGEMENT
CLEANUP AGREEMENT NO. AL4 210 020 562
CERFA MEC PARCEL SOUTHERN ALPHA
ANNISTON, CALHOUN COUNTY, ALABAMA