

DEED 3200 650  
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Alice K. Martin  
Judge of Probate  
Calhoun County, Alabama

STATE OF ALABAMA     )  
CALHOUN COUNTY        )

Recordings Fee       0.00  
TOTAL                 0.00

**THE MCCLELLAN DEVELOPMENT AUTHORITY**  
**ENVIRONMENTAL COVENANT**  
**NUMBER FY-16-01.00**

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-16-01.00, 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 – 5 (MRS-5)" (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:

***MRS-5 MEC BOUNDARY DESCRIPTION***

A parcel of land situated in Sections 26 and 35, all lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

COMMENCING at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence South 89 degrees 12 minutes 06 seconds East, 8,086.00 feet; thence South 00 degrees 47 minutes 54 seconds West, 4,144.86 feet to a Mag Hub set 20 feet southwest of a road in the west line of the U.S. Fish and Wildlife Service Mountain Longleaf National Wildlife Refuge, at the POINT OF BEGINNING of MRS-5, being the northern corner of the tract described herein, a common corner with MEC area MRS-2, and having Alabama State Plane, East Zone, Coordinates of North: 1,160,539.9 feet, and East: 675,907.6 feet; runs thence with the Mountain Longleaf National Wildlife Refuge follows:  
South 45 degrees 17 minutes 52 seconds East, 54.14 feet;

Along a curve to the left 175.45 feet, having a radius of 2,390.47 feet, and being subtended by a chord bearing and distance of South 47 degrees 00 minutes 06 seconds east, 175.41 feet;

South 48 degrees 19 minutes 24 seconds East, 117.89 feet;

Along a curve to the left 284.51 feet, having a radius of 475.90 feet, and being subtended by a chord bearing and distance of South 64 degrees 53 minutes 41 seconds East, 280.29 feet;

South 85 degrees 55 minutes 32 seconds East, 93.73 feet;

Along a curve to the right 181.99 feet, having a radius of 874.72 feet, and being subtended by a chord bearing and distance of South 81 degrees 43 minutes 010 seconds East, 181.67 feet;

South 74 degrees 51 minutes 43 seconds East, 163.07 feet;

Along a curve to the right 231.48 feet, having a radius of 320.82 feet, and being subtended by a chord bearing and distance of south 58 degrees 03 minutes 46 seconds East, 226.49 feet;

South 40 degrees 51 minutes 51 seconds East, 506.41 feet;

Along a curve to the left 232.63 feet, having a radius of 1478.16 feet, and being subtended by a chord bearing and distance of South 46 degrees 14 minutes 13 seconds East, 232.39 feet;

South 53 degrees 15 minutes 22 seconds East, 163.70 feet;

Along a curve to the left 195.71 feet, having a radius of 661.07 feet, and being subtended by a chord bearing and distance of South 59 degrees 54 minutes 07 seconds East, 195.00 feet;

South 66 degrees 57 minutes 45 seconds East, 61.66 feet;

Along a curve to the right 162.98 feet, having a radius of 207.83 feet, and being subtended by a chord bearing and distance of South 47 degrees 05 minutes 10 seconds East, 158.83 feet;

Along a curve to the left 134.13 feet, having a radius of 1204.57 feet, and being subtended by a chord bearing and distance of South 33 degrees 11 minutes 17 seconds East, 134.06 feet;

Along a curve to the right 76.84 feet, having a radius of 624.51 feet, and being subtended by a chord bearing and distance of South 31 degrees 34 minutes 28 seconds East, 76.79 feet to a U.S. Fish & Wildlife Service concrete monument found;

Along a curve to the left 78.65 feet, having a radius of 134.36 feet, and being subtended by a chord bearing and distance of South 24 degrees 36 minutes 26 seconds West, 77.53 feet;

South 10 degrees 34 minutes 34 seconds West, 135.73 feet;

Along a curve to the right 56.20 feet, having a radius of 59.09 feet, and being subtended by a chord bearing and distance of South 26 degrees 35 minutes 33 seconds West, 54.11 feet;

Along a curve to the left 114.46 feet, having a radius of 220.46 feet, and being subtended by a chord bearing and distance of South 36 degrees 22 minutes 34 seconds West, 113.17 feet;

Along a curve to the right 89.48 feet, having a radius of 687.61 feet, and being subtended by a chord bearing and distance of South 29 degrees 08 minutes 58 seconds West, 89.42 feet;

South 31 degrees 25 minutes 48 seconds West, 48.79 feet to a Mag Hub Set;

Along a curve to the right 124.04 feet, having a radius of 97.32 feet, and being subtended by a chord bearing and distance of South 13 degrees 05 minutes 03 seconds East, 115.81 feet;

Along a curve to the left 87.20 feet, having a radius of 259.36 feet, and being subtended by a chord bearing and distance of South 17 degrees 15 minutes 56 seconds West, 86.79 feet;

South 05 degrees 56 minutes 55 seconds West, 32.73 feet to a Mag Hub Set;



North 80 degrees 43 minutes 10 seconds West, 124.38 feet;  
 North 70 degrees 53 minutes 10 seconds West, 99.58 feet;  
 Along a curve to the left 117.78 feet, having a radius of 92.93 feet, and being subtended  
 by a chord bearing and distance of South 69 degrees 39 minutes 21 seconds West, 110.06 feet;  
 South 44 degrees 53 minutes 16 seconds West, 78.15 feet;  
 South 40 degrees 05 minutes 02 seconds West, 92.75 feet;  
 Along a curve to the left 150.74 feet, having a radius of 138.86 feet, and being subtended  
 by a chord bearing and distance of South 18 degrees 36 minutes 30 seconds West, 143.45 feet;  
 South 09 degrees 55 minutes 10 seconds East, 84.68 feet;  
 Along a curve to the right 124.09 feet, having a radius of 187.48 feet, and being  
 subtended by a chord bearing and distance of South 05 degrees 52 minutes 48 seconds West,  
 121.84 feet to a U.S. Fish & Wildlife Service concrete monument found;  
 South 21 degrees 17 minutes 32 seconds West, 213.74 feet;  
 South 21 degrees 36 minutes 17 seconds West, 123.58 feet;  
 Along a curve to the left 123.64 feet, having a radius of 371.45 feet, and being subtended  
 by a chord bearing and distance of South 20 degrees 30 minutes 51 seconds West, 123.07 feet;  
 Along a curve to the right 82.60 feet, having a radius of 998.29 feet, and being subtended  
 by a chord bearing and distance of South 15 degrees 21 minutes 18 seconds West, 82.57 feet;  
 South 13 degrees 20 minutes 47 seconds West, 165.88 feet;  
 Along a curve to the right 187.65 feet, having a radius of 642.06 feet, and being  
 subtended by a chord bearing and distance of South 18 degrees 52 minutes 40 seconds West,  
 186.98 feet to a U.S. Fish & Wildlife Service concrete monument found;  
 Along a curve to the right 262.39 feet, having a radius of 1,051.65 feet, and being  
 subtended by a chord bearing and distance of South 35 degrees 50 minutes 49 seconds West,  
 261.71 feet;  
 South 46 degrees 42 minutes 36 seconds West, 188.38 feet;  
 South 50 degrees 27 minutes 12 seconds West, 223.01 feet;  
 Along a curve to the left 172.37 feet, having a radius of 409.45 feet, and being subtended  
 by a chord bearing and distance of South 48 degrees 47 minutes 28 seconds West, 171.10 feet;  
 Along a curve to the right 157.33 feet, having a radius of 148.86 feet, and being  
 subtended by a chord bearing and distance of South 59 degrees 23 minutes 37 seconds West,  
 150.11 feet;  
 South 84 degrees 44 minutes 45 seconds West, 232.91 feet;  
 South 87 degrees 32 minutes 53 seconds West, 92.21 feet to a Mag Hub Set at a common  
 corner of MEC area MRS-11; runs thence with MRS-11 as follows:  
 North 52 degrees 23 minutes 04 seconds West, 327.50 feet to a Mag Hub Set;  
 North 74 degrees 07 minutes 34 seconds West, 114.98 feet to a Mag Hub Set;  
 South 87 degrees 13 minutes 13 seconds West, 131.68 feet to a Mag Hub Set;  
 North 76 degrees 52 minutes 48 seconds West, 95.51 feet to a Mag Hub Set;  
 North 89 degrees 46 minutes 04 seconds West, 110.85 feet to a Mag Hub Set;  
 North 84 degrees 12 minutes 50 seconds West, 86.33 feet to a Mag Hub Set;  
 South 84 degrees 35 minutes 21 seconds West, 208.80 feet to a Mag Hub Set;  
 South 78 degrees 36 minutes 11 seconds West, 97.32 feet to a Mag Hub Set;  
 South 84 degrees 27 minutes 45 seconds West, 223.42 feet to a Mag Hub Set;  
 North 88 degrees 53 minutes 14 seconds West, 181.06 feet to a Mag Hub Set;  
 South 60 degrees 19 minutes 15 seconds West, 111.18 feet to a Mag Hub Set;

South 78 degrees 05 minutes 09 seconds West, 139.35 feet to a Mag Hub Set;  
 South 38 degrees 26 minutes 24 seconds West, 89.54 feet to a Mag Hub Set;  
 South 54 degrees 16 minutes 42 seconds West, 288.21 feet to a Mag Hub Set;  
 South 55 degrees 46 minutes 50 seconds West, 151.00 feet to a Mag Hub Set;  
 South 34 degrees 00 minutes 34 seconds West, 77.83 feet to a Mag Hub Set;  
 North 02 degrees 14 minutes 54 seconds West, 1,369.28 feet to a Mag Hub Set;  
 South 86 degrees 45 minutes 18 seconds East, 43.79 feet;  
 South 68 degrees 27 minutes 30 seconds East, 201.82 feet to a Mag Hub Set;  
 Along a curve to the left 117.38 feet, having a radius of 170.30 feet, and being subtended  
 by a chord bearing and distance of South 88 degrees 12 minutes 14 seconds East, 115.07 feet, to  
 a Mag Hub Set;

North 56 degrees 03 minutes 22 seconds East, 534.46 feet;  
 North 63 degrees 48 minutes 08 seconds East, 28.52 feet;  
 North 85 degrees 51 minutes 23 seconds East, 33.47 feet to a Mag Hub Set;  
 North 15 degrees 51 minutes 14 seconds East, 51.30 feet;  
 North 18 degrees 08 minutes 56 seconds West, 48.17 feet;  
 North 41 degrees 26 minutes 39 seconds West, 170.66 feet;  
 North 51 degrees 56 minutes 12 seconds West, 154.37 feet;  
 North 79 degrees 41 minutes 46 seconds West, 58.55 feet to a Mag Hub Set at the south  
 corner of MEC area MRS-2; runs thence with MRS-2 as follows:

North 00 degrees 00 minutes 09 seconds East, 75.26 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 200.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 200.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 200.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 200.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;



North 00 degrees 00 minutes 00 seconds East, 200.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 00 seconds East, 400.00 feet to a Mag Hub Set;  
 North 90 degrees 00 minutes 00 seconds East, 100.00 feet to a Mag Hub Set;  
 North 00 degrees 00 minutes 02 seconds West, 355.78 feet to the Point of Beginning, and  
 containing 232.00 Acres, more or less. Bearings are based upon the Alabama State Plane  
 Coordinate System, East Zone, NAD 83.

### ***MRS-5 DIGGING PROHIBITION AREA DESCRIPTION***

A parcel of land situated in Sections 26 and 35, all lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

COMMENCING at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence South 89 degrees 12 minutes 06 seconds East, 6671.80 feet; thence South 00 degrees 47 minutes 54 seconds West, 6,804.75 feet to the boundary of MRS-11, at the POINT OF BEGINNING of MRS-5 Digging Prohibition Area, being the northwest corner of the tract described herein, and having Alabama State Plane, East Zone, Coordinates of North: 1,157,900 feet, and East: 674,456 feet; runs thence through MRS-5 as follows:

North 90 degrees 00 minutes 00 seconds East, 243.51 feet;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet;  
 North 90 degrees 00 minutes 00 seconds East, 1000.00 feet;  
 South 00 degrees 00 minutes 00 seconds East, 100.00 feet;  
 North 90 degrees 00 minutes 00 seconds East, 900.00 feet;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet;  
 North 90 degrees 00 minutes 00 seconds East, 300.00 feet;  
 North 00 degrees 00 minutes 00 seconds East, 100.00 feet;  
 North 90 degrees 00 minutes 00 seconds East, 538.65 feet to the west boundary of the Mountain Long Leaf National Wildlife Refuge; thence with the refuge boundary as follows:  
 Along a curve to the left 102.31 feet, having a radius of 138.86 feet, and being subtended by a chord bearing and distance of South 08 degrees 36 minutes 59 seconds West, 100.01 feet;  
 South 09 degrees 55 minutes 10 seconds East, 84.68 feet;  
 Along a curve to the right 124.09 feet, having a radius of 187.48 feet, and being subtended by a chord bearing and distance of South 05 degrees 52 minutes 48 seconds West, 121.84 feet to a U.S. Fish & Wildlife Service concrete monument;  
 South 21 degrees 17 minutes 32 seconds West, 213.74 feet;  
 South 21 degrees 36 minutes 17 seconds West, 123.58 feet;  
 Along a curve to the left 123.64 feet, having a radius of 371.45 feet, and being subtended by a chord bearing and distance of South 20 degrees 30 minutes 51 seconds West, 123.07 feet;  
 Along a curve to the right 82.60 feet, having a radius of 998.29 feet, and being subtended by a chord bearing and distance of South 15 degrees 21 minutes 18 seconds West, 82.57 feet;  
 South 13 degrees 20 minutes 47 seconds West, 165.88 feet;

Along a curve to the right 187.65 feet, having a radius of 642.06 feet, and being subtended by a chord bearing and distance of South 18 degrees 52 minutes 40 seconds West, 186.98 feet to a U.S. Fish & Wildlife Service concrete monument;

Along a curve to the right 262.39 feet, having a radius of 1,051.65 feet, and being subtended by a chord bearing and distance of South 35 degrees 50 minutes 49 seconds West, 261.71 feet;

South 46 degrees 42 minutes 36 seconds West, 188.38 feet;

South 50 degrees 27 minutes 12 seconds West, 223.01 feet;

Along a curve to the left 172.37 feet, having a radius of 409.45 feet, and being subtended by a chord bearing and distance of South 48 degrees 47 minutes 28 seconds West, 171.10 feet;

Along a curve to the right 157.33 feet, having a radius of 148.86 feet, and being subtended by a chord bearing and distance of South 59 degrees 23 minutes 37 seconds West, 150.11 feet;

South 84 degrees 44 minutes 45 seconds West, 232.91 feet;

South 87 degrees 32 minutes 53 seconds West, 92.21 feet to a common corner of MEC area MRS-11; runs thence with MRS-11 as follows:

North 52 degrees 23 minutes 04 seconds West, 327.50 feet;

North 74 degrees 07 minutes 34 seconds West, 114.98 feet;

South 87 degrees 13 minutes 13 seconds West, 131.68 feet;

North 76 degrees 52 minutes 48 seconds West, 95.51 feet;

North 89 degrees 46 minutes 04 seconds West, 110.85 feet;

North 84 degrees 12 minutes 50 seconds West, 86.33 feet;

South 84 degrees 35 minutes 21 seconds West, 208.80 feet;

South 78 degrees 36 minutes 11 seconds West, 97.32 feet;

South 84 degrees 27 minutes 45 seconds West, 223.42 feet;

North 88 degrees 53 minutes 14 seconds West, 181.06 feet;

South 60 degrees 19 minutes 15 seconds West, 111.18 feet;

South 78 degrees 05 minutes 09 seconds West, 139.35 feet;

South 38 degrees 26 minutes 24 seconds West, 89.54 feet;

South 54 degrees 16 minutes 42 seconds West, 288.21 feet;

South 55 degrees 46 minutes 50 seconds West, 151.00 feet;

South 34 degrees 00 minutes 34 seconds West, 77.83 feet;

North 02 degrees 14 minutes 54 seconds West, 1,369.28 feet;

South 86 degrees 45 minutes 18 seconds East, 43.79 feet;

South 68 degrees 27 minutes 30 seconds East, 201.82 feet;

Along a curve to the left 117.38 feet, having a radius of 170.30 feet, and being subtended by a chord bearing and distance of South 88 degrees 12 minutes 14 seconds East, 115.07 feet;

North 56 degrees 03 minutes 22 seconds East, 534.46 feet;

North 63 degrees 48 minutes 08 seconds East, 28.52 feet;

North 85 degrees 51 minutes 23 seconds East, 33.47 feet;

North 15 degrees 51 minutes 14 seconds East, 51.30 feet;

North 18 degrees 08 minutes 56 seconds West, 48.17 feet;

North 41 degrees 26 minutes 39 seconds West, 170.66 feet;

North 51 degrees 56 minutes 12 seconds West, 154.37 feet;



North 79 degrees 41 minutes 46 seconds West, 8.87 feet to the Point of Beginning, and containing 110.85 Acres, more or less. Bearings are based upon the Alabama State Plane Coordinate System, East Zone, NAD 83.

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 – 5 (MRS-5) comprises an area totaling approximately 232 acres located in the east part of the Bravo Munitions Response Area (MRA), south of MRS-4, and bordered by the Charlie MRA to the east. It consists of the Bravo Engineering Evaluation/Cost Analysis (EE/CA) Sector M3-1L Mixed Projectile Area – Passive Recreation (PR).

WHEREAS, historically, MRS-5 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. To implement the munitions remediation in MRS-5, the site was divided into five tracts, 5-A through 5-E based on geography and required remedial actions. The remediation for Tracts 5-A, 5-B, and 5-C where the future land use is mixed development was cleared to the depth of detection. The remediation for Tracts 5-D and 5-E where the future land use is passive recreation was cleared to a depth of one foot. Areas that were not cleared to the depth of detection comprise the Covenant Boundary and include Tracts 5-D and 5-E.

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 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 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 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 16<sup>th</sup> day of November, 2015.

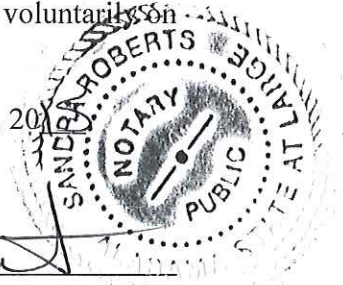
Phil Webb  
MDA Grantor  
By: Phil Webb  
Its: Board Chairman

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 Board 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 16<sup>th</sup> day of November, 2015.


Sandra Roberts  
Notary Public  
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.

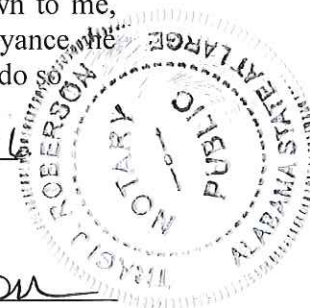
Dated March 16, 2016 By:   
 Chief, Land Division  
 Alabama Department of Environmental  
 Management

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 16 day of March, 2016

  
 Notary Public  
 My Commission Expires: 1-30-19



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 3200, Page 650  
\_\_\_\_\_.

Dated March 22, 2016

By: S Robinson  
Clerk, Office of Probate Judge



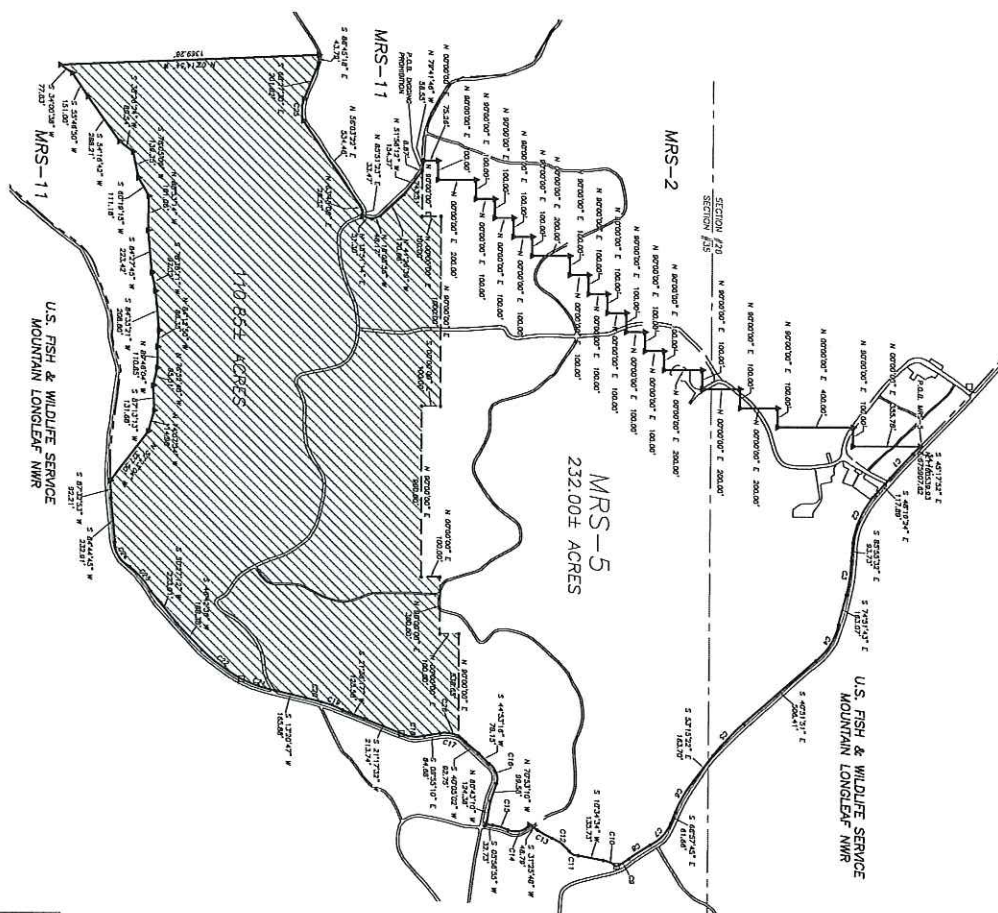
**EXHIBIT A**

EXHIBIT DRAWING FOR:

MCCELLAN DEVELOPMENT AUTHORITY &  
ALABAMA DEPT. OF ENVIRONMENTAL MANAGEMENT  
CLEANUP AGREEMENT NO. AL-4-210 020 562  
CERTA PARCEL: MRS-5

SITUATED IN SECTION 26 AND SECTION 35, LYING IN TOWNSHIP 15 SOUTH,  
RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA

REFERENCES: DEED BOOK 3039, PAGE 291 (PROPERTY DESCRIPTION  
DEED BOOK 3125, PAGE 275 (TRANSFER TO THE MOA  
PARCEL MRS-5, UNRESTRICTED AREA = 121.15± ACRES  
PARCEL MRS-5, DIGGING PROHIBITION AREA = 110.85± ACRES  
PARCEL MRS-5, TOTAL AREA = 232.00± ACRES

[illegible]

0  
300'  
600'  
900'

ALABAMA STATE PLANE COORDINATE  
SYSTEM, EAST ZONE - NAD 83

10

**TRACT TIES TO PLSS MONUMENT**

**NOTES:**

THE LAND USE RESTRICTIONS FOR THE CERPA PARCELS DEPICTED ON THIS PLAN ARE SPECIFICALLY DESCRIBED IN MOA ENVIRONMENTAL COVENANT #178 — AS FILED WITH THE CALIFORNIA COUNTY PROBATE COURT AND ADMIN. THIS IS AN EXHIBIT DRAWING ONLY, AND SHOULD ONLY BE USED AS A REFERENCE TO THE ENVIRONMENTAL COVENANT. THIS DRAWING IS NOT A SURVEY AND SHOULD NOT BE USED TO CONVEY PROPERTY. THERE IS NO CERTIFICATION OF THE ACCURACY OF THE MEASUREMENTS SHOWN HEREON.

ALL CERPA PARCELS' LOCATION AND GEOMETRY ARE BASED ON ESR GIS INFORMATION PROVIDED BY THE MCDONALD DEVELOPMENT AUTHORITY.

**LEGEND**

|  |   |
|--|---|
|  | MFC-5 PARCEL BOUNDARY                           |
|  | ADJOINING BOUNDARY                              |
|  | PROHIBITION ON ISSUING A/R CONSTRUCTION SUBJECT |
|  | MFC HUB PREVIOUSLY SET DURING 2013 MFC CLAMP    |
|  | CONNECTICUT MONUMENT                            |
|  | UNMARKED POINT                                  |

[illegible]

McCLELLAN DEVELOPMENT AUTHORITY &  
ALABAMA DEPT. OF ENVIRONMENTAL MANAGEMENT  
CLEANUP AGREEMENT NO. AL4 210 020 562  
CERFA PARCEL MRS-5  
ANNISTON, CALHOUN COUNTY, ALABAMA