DEED 3200 665
Recorded In Above Book and Page
03/22/2016 08:37:50 AM
Alice K. Martin
Judge of Probate
Calhoun County, Alabama
Recording Fee 0.00
TOTAL 0.00

STATE OF ALABAMA)
CALHOUN COUNTY)

THE MCCLELLAN DEVELOPMENT AUTHORITY ENVIRONMENTAL COVENANT NUMBER FY-16-03.00

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-16-03.00, 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 – 12 (MRS-12)" (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-12 MEC Land Use Restriction Area Descriptions

A parcel of land divided into three area (MRS-12, Area 1, MRS-12, Area 2 & MRS-12, Area 3) situated in the Southeast ¼ of Section 2, the North ½ of Section 11, and the Northwest ¼ of Section 12, all lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

MRS-12, Area 1

COMMENCING at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence South 89 degrees 35 minutes 22 seconds East, 7,678.81 Feet, thence South 00 degrees 24 minutes 37 seconds West, 775.04 Feet to the POINT OF BEGINNING of MRS-12, Area 1, being the Northeast corner of the tract described herein, and having Alabama State Plane, East Zone, Coordinates of North: 1,179,900, and East: 675,500; runs thence as follows:

South 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 100.00 Feet;
South 00 degrees 00 minutes 00 seconds East, 400.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
South 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 500.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 300.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 200.00 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, 100.00 Feet to the Point of Beginning, and containing 7.35 Acres, more or less.

MRS-12, Area 2

COMMENCING at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; runs thence South 89 degrees 35 minutes 22 seconds East 9,771.09 Feet; thence North 00 degrees 24 minutes 37 seconds East, 739.99 Feet to the west line of U.S. Fish and Wildlife Service (USFWS), approximately 15 feet west of the center of an unnamed access road, POINT OF BEGINNING of MRS-12, Area 2, and having Alabama State Plane, East Zone, Coordinates of North: 1,181,400, and East: 677,603; runs thence with USFWS, approximately 15 feet west of the center of the unnamed road as follows:

South 43 degrees 39 minutes 27 seconds East, 115.63 Feet;
South 47 degrees 05 minutes 54 seconds East, 110.38 Feet to a USFWS monument found;
South 48 degrees 56 minutes 41 seconds East, 146.19 Feet;
South 47 degrees 15 minutes 57 seconds East, 241.86 Feet;
South 48 degrees 42 minutes 27 seconds East, 132.21 Feet;
South 47 degrees 50 minutes 34 seconds East, 394.17 Feet;
South 58 degrees 00 minutes 32 seconds East, 55.86 Feet to a USFWS monument found;
South 61 degrees 34 minutes 18 seconds East, 172.94 Feet;
Along a curve to the right 74.04 Feet, having a radius of 215.29 feet, and being subtended by a chord bearing and distance of South 48 degrees 47 minutes 12 seconds East, 73.67 Feet;
South 36 degrees 46 minutes 33 seconds East, 135.19 Feet;
Along a curve to the left, 111.81 Feet, having a radius of 1202.91 feet, and being subtended by a chord bearing and distance of South 39 degrees 51 minutes 48 seconds East, 111.77 Feet;
South 45 degrees 55 minutes 50 seconds East, 165.30 Feet;
Along a curve to the right 167.28 Feet, having a radius of 804.28 Feet, and being subtended by a chord bearing and distance of South 49 degrees 47 minutes 39 seconds East, 166.98 Feet,;

Along a curve to the right 4.53 Feet, having a radius of 755.50 Feet, and being subtended by a chord bearing and distance of South 42degrees 27 minutes 52 seconds East, 4.53 Feet;

South 00 degrees 00 minutes 00 seconds East, 148.60 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
South 00 degrees 00 minutes 00 seconds East, 300.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
South 00 degrees 00 minutes 00 seconds East, 300.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
South 00 degrees 00 minutes 00 seconds East, 300.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
South 00 degrees 00 minutes 00 seconds East, 139.60 Feet;

Along a curve to the left 165.99 Feet, having a radius of 546.64 Feet, and being subtended by a chord bearing and distance of South 76 degrees 40 minutes 33 seconds West, 165.35 Feet;

Along a curve to the left 235.14 Feet, having a radius of 1076.64 Feet, and being subtended by a chord bearing and distance of South 63 degrees 22 minutes 26 seconds West, 234.68 Feet to a USFWS monument found;

South 55 degrees 02 minutes 30 seconds West, 105.98 Feet;

Along a curve to the left 94.84 Feet, having a radius of 608.76 Feet, and being subtended by a chord bearing and distance of South 53 degrees 28 minutes 09 seconds West, 94.75 Feet in the south line of MRS 12; thence leaving USFWS with the MRS 12 Grid as follows:

North 90 degrees 00 minutes 00 seconds West, 666.32 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 200.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 400.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 400.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 400.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 200.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 200.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 500.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 200.00 Feet;
North 90 degrees 00 minutes 00 seconds West, 100.00 Feet;

North 00 degrees 00 minutes 00 seconds East, 200.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 200.00 Feet;
North 00 degrees 00 minutes 00 seconds East, 100.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 103.08 Feet to the Point of Beginning, and containing 85.26 Acres, more or less.

MRS-12, Area 3

COMMENCING at the North-easternmost corner of MRS-12, Area 2, located approximately 15 feet west of the center of an unnamed road in the west line of U.S. Fish and Wildlife Service (USFWS); runs thence South 40 degrees 47 minutes 39 seconds East 328.38 Feet to the west line of USFWS, approximately 15 feet west of the center of the road, to the POINT OF BEGINNING of MRS-12, Area 3, having Alabama State Plane, East Zone, Coordinates of North: 1,179,800, and East: 679,315; runs thence with USFWS, approximately 15 feet west of the center of the unnamed road as follows:
South 44 degrees 01 minutes 42 seconds East, 25.52 Feet;
South 41 degrees 25 minutes 53 seconds East, 78.10 Feet;
South 42 degrees 37 minutes 58 seconds East, 67.53 Feet;
South 47 degrees 23 minutes 37 seconds East, 68.84 Feet;
South 45 degrees 20 minutes 06 seconds East, 218.33 Feet to a point 15 Feet north of the centerline of an unnamed road; thence with the north margin of the unnamed road, continuing with USFWS as follows:
South 58 degrees 58 minutes 26 seconds West, 55.49 Feet;
Along a curve to the left 81.22 Feet, having a radius of 1641.21 Feet, and being subtended by a chord bearing and distance of South 56 degrees 02 minutes 51 seconds West, 81.21 Feet; thence leaving USFWS as follows:
North 90 degrees 00 minutes 00 seconds West, 320.29 Feet;
North 00 degrees 00 minutes 00 seconds East, 400.00 Feet;
North 90 degrees 00 minutes 00 seconds East, 114.54 Feet to the Point of Beginning, and containing 2.67 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 MRS-12 comprises an area totaling approximately140.5 acres located in the northern part of the Alpha Munitions Response Area (MRA), north of the Alabama National Guard's Military Operations in Urban Terrain (MOUT) training site, and bordered by the Charlie MRA to the east. It consists of two parcels – a large parcel to the east and a small parcel to the west which include the Alpha Engineering Evaluation/Cost Analysis (EE/CA) Sectors M6-1M Suspect Area (N)–Passive Recreation (PR), M6-1M Transect Area 2 (North)–PR, M6-1M Burn Pit–PR, and portions of M6-1M Remainder – Industrial/Active Recreation (I/AR) and M6-1M Remainder –PR and Supplemental EE/CA Sectors NT-1N and NT-2.

WHEREAS, historically, MRS-12 was used primarily as rifle, machine gun, carbine, and mortar ranges with a variety of explosive ordnance recovered during site characterization activities. To implement the munitions remediation in MRS-12, the site was divided into four tracts, 12-A through 12-D based on geography and required remedial actions. The remediation for Tract 12-D where the presence of MEC was considered to be low and likely to consist of discarded military munitions (DMM), if present, was a surface sweep. The remainder of MRS-12 was cleared to a depth of one foot with the exception of a small area, approximately 1.5 acres in the northwest corner of Tract 12-C, which was cleared to the depth of detection.

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 1st day of December, 2015.

Aaron P. Acker

MDA Grantor
By: Aaron P. Acker
Its: Vice-Chairman

STATE OF ALABAMA)
CALHOUN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Aaron P. Acker whose name as Vice-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 1st day of December, 2015.

SANDRA ROBERTS NOTARY PUBLIC STATE AT LARGE ALABAMA

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 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 ROBERSON STATE AT LARGE ALABAMA

Graci Roberson
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 665 _____.

Dated March 22, 2016 By: S Robinson
Clerk, Office of Probate Judge

EXHIBIT A

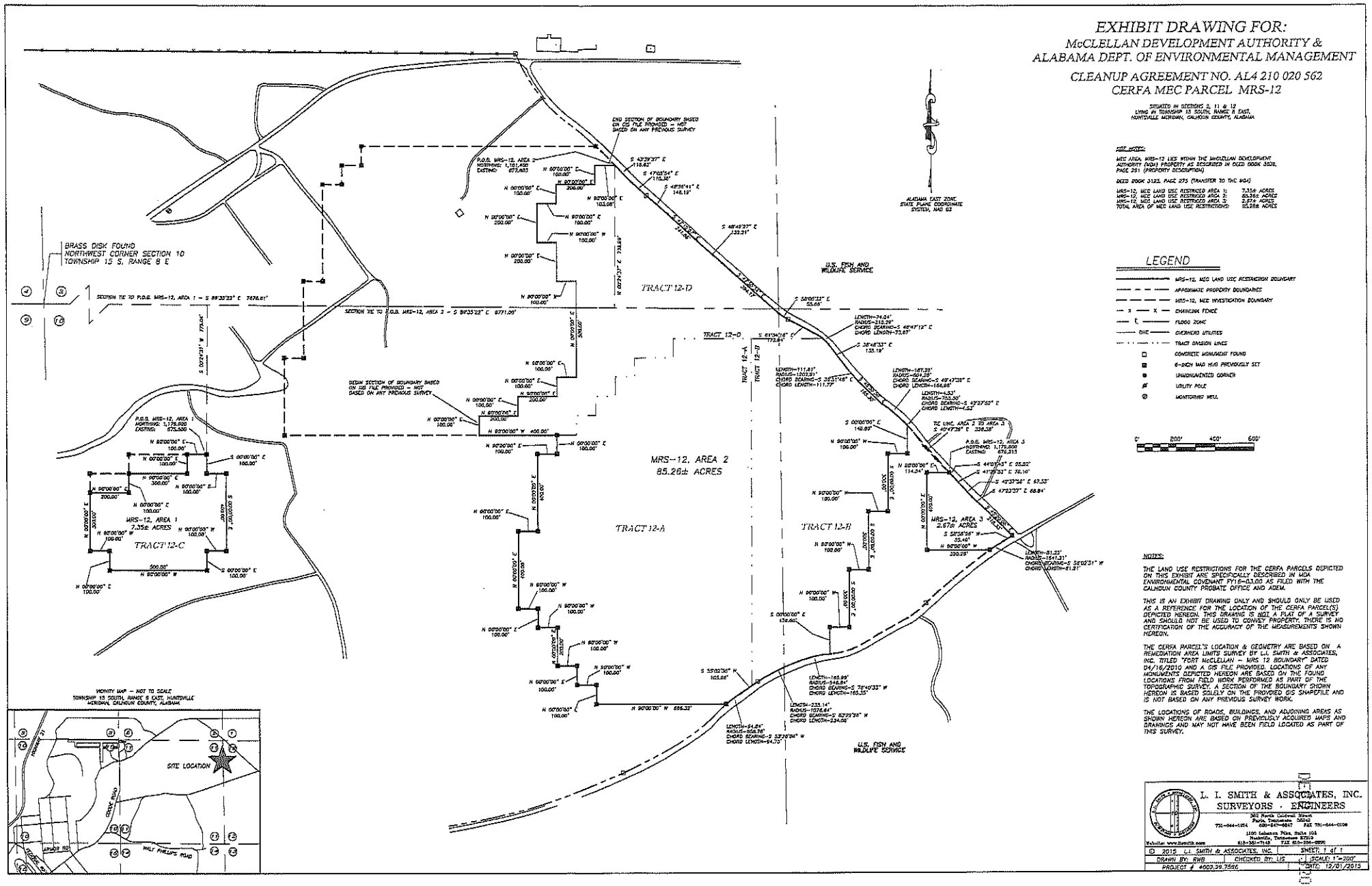
EXHIBIT DRAWING FOR:
McCLELLAN DEVELOPMENT AUTHORITY &
ALABAMA DEPT. OF ENVIRONMENTAL MANAGEMENT
CLEANUP AGREEMENT NO. AL4 210 020 562
CERFA MEC PARCEL MRS-12
SITUATED IN SECTIONS 2, 11 & 12
LYING IN TOWNSHIP 15 SOUTH, RANGE 8 EAST,
HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA
SITE NOTES:
MEC AREA MRS-12 LIES WITHIN THE McCLELLAN DEVELOPMENT AUTHORITY (MDA) PROPERTY AS DESCRIBED IN DEED BOOK 3028, PAGE 291 (PROPERTY DESCRIPTION)
DEED BOOK 3125, PAGE 275 (TRANSFER TO THE MDA)
MRS-12, MEC LAND USE RESTRICTED AREA 1: 7.35± ACRES
MRS-12, MEC LAND USE RESTRICTED AREA 2: 85.26± ACRES
MRS-12, MEC LAND USE RESTRICTED AREA 3: 2.67± ACRES
TOTAL AREA OF MEC LAND USE RESTRICTIONS: 95.28± ACRES
LEGEND
MRS-12, MEC LAND USE RESTRICTION BOUNDARY
APPROXIMATE PROPERTY BOUNDARIES
MRS-12, MEC INVESTIGATION BOUNDARY
CHAINLINK FENCE
FLOOD ZONE
OVERHEAD UTILITIES
TRACT DIVISION LINES
CONCRETE MONUMENT FOUND
6-INCH MAG NAIL PREVIOUSLY SET
UNMONUMENTED CORNER
UTILITY POLE
MONITORING WELL
0' 200' 400' 600'
ALABAMA EAST ZONE STATE PLANE COORDINATE SYSTEM, NAD 83
BRASS DISK FOUND NORTHWEST CORNER SECTION 10 TOWNSHIP 15 S, RANGE 8 E
SECTION TIE TO P.O.B. MRS-12, AREA 1 – S 89°35'22" E 7676.81'
SECTION TIE TO P.O.B. MRS-12, AREA 2 – S 89°35'22" E 6771.09'
END SECTION OF BOUNDARY BASED ON GIS FILE PROVIDED – NOT BASED ON ANY PREVIOUS SURVEY
BEGIN SECTION OF BOUNDARY BASED ON GIS FILE PROVIDED – NOT BASED ON ANY PREVIOUS SURVEY
P.O.B. MRS-12, AREA 1 NORTHING: 1,178,800 EASTING: 675,500
P.O.B. MRS-12, AREA 2 NORTHING: 1,181,420 EASTING: 677,603
P.O.B. MRS-12, AREA 3 NORTHING: 1,179,800 EASTING: 679,313
TIE LINE, AREA 2 TO AREA 3
MRS-12, AREA 1 7.35± ACRES
MRS-12, AREA 2 85.26± ACRES
MRS-12, AREA 3 2.67± ACRES
TRACT 12-A
TRACT 12-B
TRACT 12-C
TRACT 12-D
U.S. FISH AND WILDLIFE SERVICE
VICINITY MAP – NOT TO SCALE
TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA
SITE LOCATION
NOTES:
THE LAND USE RESTRICTIONS FOR THE CERFA PARCELS DEPICTED ON THIS EXHIBIT ARE SPECIFICALLY DESCRIBED IN HDA ENVIRONMENTAL COVENANT FY16-03.00 AS FILED WITH THE CALHOUN COUNTY PROBATE OFFICE AND ADEM.
THIS IS AN EXHIBIT DRAWING ONLY AND SHOULD ONLY BE USED AS A REFERENCE FOR THE LOCATION OF THE CERFA PARCEL(S) DEPICTED HEREON. THIS DRAWING IS NOT A PLAT OF A SURVEY AND SHOULD NOT BE USED TO CONVEY PROPERTY. THERE IS NO CERTIFICATION OF THE ACCURACY OF THE MEASUREMENTS SHOWN HEREON.
THE CERFA PARCEL'S LOCATION & GEOMETRY ARE BASED ON A REMEDIATION AREA LIMITS SURVEY BY L.I. SMITH & ASSOCIATES, INC. TITLED "FORT McCLELLAN – MRS 12 BOUNDARY" DATED 04/16/2010 AND A GIS FILE PROVIDED. LOCATIONS OF ANY MONUMENTS DEPICTED HEREON ARE BASED ON THE FOUND LOCATIONS FROM FIELD WORK PERFORMED AS PART OF THE TOPOGRAPHIC SURVEY. A SECTION OF THE BOUNDARY SHOWN HEREON IS BASED SOLELY ON THE PROVIDED GIS SHAPEFILE AND IS NOT BASED ON ANY PREVIOUS SURVEY WORK.
THE LOCATIONS OF ROADS, BUILDINGS, AND ADJOINING AREAS AS SHOWN HEREON ARE BASED ON PREVIOUSLY ACQUIRED MAPS AND DRAWINGS AND MAY NOT HAVE BEEN FIELD LOCATED AS PART OF THIS SURVEY.
L. I. SMITH & ASSOCIATES, INC.
SURVEYORS · ENGINEERS
© 2015 L. I. SMITH & ASSOCIATES, INC.
SHEET: 1 of 1
DRAWN BY: RWB
CHECKED BY: LIS
SCALE: 1"=200'
PROJECT # 4002.99.7586
DATE: 12/01/2015