

STATE OF ALABAMA)
CALHOUN COUNTY)

THE MCCLELLAN DEVELOPMENT AUTHORITY
ENVIRONMENTAL COVENANT
NUMBER FY-18-03.00

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-18-03.00, 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 "MRS-9" (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 Covenant Boundary is more particularly described as follows:

MRS-9 DIGGING PROHIBITION AREA 9-B DESCRIPTION

A parcel of land situated in the South ½ of Section 22 and the North 1/2 of Section 27 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 00 degrees 47 minutes 36 seconds West, 1286.22 feet; thence South 89 degrees 12 minutes 24 seconds East, 786.77 feet to the **POINT OF BEGINNING**, being the Southwest corner of the prohibition area 9-B and having Alabama State Plane, East Zone, Coordinates of North: 1,163,500.0 and East: 668,648.6; runs thence as follows:

North 13 degrees 23 minutes 34 seconds East, 102.79 feet;
North 40 degrees 24 minutes 00 seconds East, 42.58 feet;
North 42 degrees 18 minutes 10 seconds East, 91.36 feet;
North 29 degrees 15 minutes 44 seconds East, 78.78 feet;
North 12 degrees 17 minutes 10 seconds East, 32.00 feet;
North 00 degrees 37 minutes 08 seconds East, 100.01 feet;

North 00 degrees 23 minutes 43 seconds West, 100.00 feet;
North 04 degrees 54 minutes 35 seconds East, 100.37 feet;
North 90 degrees 00 minutes 00 seconds East, 84.22 feet;
North 00 degrees 00 minutes 00 seconds East, 300.00 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, 218.11 feet;
North 14 degrees 27 minutes 40 seconds East, 84.56 feet;
North 04 degrees 42 minutes 46 seconds East, 74.74 feet;
North 31 degrees 57 minutes 51 seconds East, 23.85 feet;
North 68 degrees 16 minutes 38 seconds East, 29.85 feet;
North 83 degrees 02 minutes 10 seconds East, 30.04 feet;
North 89 degrees 02 minutes 08 seconds East, 81.97 feet;
South 79 degrees 11 minutes 15 seconds East, 57.50 feet;
South 74 degrees 45 minutes 07 seconds East, 133.51 feet;
South 70 degrees 10 minutes 08 seconds East, 41.40 feet;
South 70 degrees 31 minutes 35 seconds East, 152.51 feet;
South 82 degrees 22 minutes 04 seconds East, 53.06 feet;
North 00 degrees 00 minutes 00 seconds East, 7.05 feet;
North 90 degrees 00 minutes 00 seconds East, 400.00 feet;
South 00 degrees 00 minutes 00 seconds East, 1300.00 feet;
North 90 degrees 00 minutes 00 seconds West, 1551.42 feet to the Point of Beginning
and containing 39.22 acres, more or less.

MRS-9 DIGGING PROHIBITION AREA 9-C DESCRIPTION

A parcel of land situated in the South ½ of Section 22 and the North 1/2 of Section 27 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 09 seconds East, 2320.04 feet; thence North 00 degrees 47 minutes 51 seconds East, 35.31 feet to the **POINT OF BEGINNING**, being the Northwest corner of the prohibition area 9-C and having Alabama State Plane, East Zone, Coordinates of North: 1,164,800.0 and East: 670,200.0; runs thence as follows:

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, 100.00 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, 400.00 feet;
North 90 degrees 00 minutes 00 seconds East, 86.20 feet;
South 19 degrees 24 minutes 17 seconds East, 41.16 feet;
South 42 degrees 29 minutes 55 seconds East, 147.30 feet;

South 21 degrees 45 minutes 06 seconds East, 232.33 feet;
 South 18 degrees 55 minutes 09 seconds East, 96.11 feet;
 South 00 degrees 40 minutes 33 seconds East, 40.35 feet;
 South 17 degrees 06 minutes 20 seconds East, 76.68 feet;
 South 21 degrees 57 minutes 29 seconds East, 313.10 feet;
 South 27 degrees 07 minutes 13 seconds East, 192.54 feet;
 South 25 degrees 08 minutes 53 seconds East, 399.40 feet;
 South 11 degrees 10 minutes 18 seconds West, 194.73 feet;
 South 22 degrees 44 minutes 14 seconds West, 456.70 feet;
 North 00 degrees 00 minutes 00 seconds East, 3.30 feet;
 North 90 degrees 00 minutes 00 seconds West, 1000.00 feet;
 North 00 degrees 00 minutes 00 seconds East, 1300.00 feet to the Point of Beginning and containing 38.21 acres, more or less.

MRS-9 DIGGING PROHIBITION AREA 9-D DESCRIPTION

A parcel of land situated in the South ½ of Section 22 and the North 1/2 of Section 27 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 00 degrees 47 minutes 36 seconds West, 1286.22 feet; thence South 89 degrees 12 minutes 24 seconds East, 786.77 feet to the **POINT OF BEGINNING**, being the Southwest corner of the prohibition area 9-D and having Alabama State Plane, East Zone, Coordinates of North: 1,163,500.0 and East: 668,648.6; runs thence as follows:

North 90 degrees 00 minutes 00 seconds East, 2551.42 feet;
 South 00 degrees 00 minutes 00 seconds East, 3.30 feet;
 South 22 degrees 44 minutes 14 seconds West, 58.71 feet;
 South 41 degrees 23 minutes 31 seconds West, 166.09 feet;
 South 32 degrees 35 minutes 24 seconds West, 162.77 feet;
 South 30 degrees 35 minutes 01 seconds West, 387.12 feet;
 South 39 degrees 05 minutes 16 seconds West, 57.15 feet;
 North 76 degrees 14 minutes 47 seconds West, 48.20 feet;
 South 00 degrees 00 minutes 01 seconds West, 114.64 feet;
 North 90 degrees 00 minutes 00 seconds East, 5.26 feet;
 South 22 degrees 23 minutes 48 seconds West, 103.65 feet;
 South 32 degrees 33 minutes 47 seconds West, 263.15 feet;
 thence with a curve turning to the right 71.96 feet, with a radius of 55.76 feet, and being subtended by a chord bearing and distance of South 69 degrees 32 minutes 09 seconds West, 67.07 feet;

North 73 degrees 29 minutes 29 seconds West, 171.00 feet;
 North 70 degrees 42 minutes 48 seconds West, 81.75 feet;
 North 66 degrees 07 minutes 49 seconds West, 78.63 feet;
 North 62 degrees 20 minutes 38 seconds West, 167.41 feet;
 North 60 degrees 46 minutes 23 seconds West, 114.59 feet;
 North 65 degrees 17 minutes 51 seconds West, 110.07 feet;
 North 76 degrees 14 minutes 40 seconds West, 102.95 feet;

North 75 degrees 22 minutes 39 seconds West, 103.35 feet;
 North 78 degrees 11 minutes 13 seconds West, 16.75 feet;
 North 85 degrees 30 minutes 23 seconds West, 83.86 feet;
 North 87 degrees 21 minutes 17 seconds West, 100.11 feet;
 North 76 degrees 41 minutes 58 seconds West, 102.76 feet;
 North 75 degrees 46 minutes 50 seconds West, 103.16 feet;
 North 80 degrees 08 minutes 06 seconds West, 101.50 feet;
 North 77 degrees 21 minutes 08 seconds West, 102.49 feet;
 North 68 degrees 29 minutes 44 seconds West, 107.48 feet;
 North 83 degrees 09 minutes 46 seconds West, 100.72 feet;
 North 81 degrees 49 minutes 01 seconds West, 101.03 feet;
 North 70 degrees 18 minutes 13 seconds West, 101.56 feet;
 North 47 degrees 48 minutes 40 seconds West, 5.91 feet;
 North 22 degrees 59 minutes 01 seconds West, 104.31 feet;
 North 14 degrees 17 minutes 41 seconds East, 103.20 feet;
 North 20 degrees 36 minutes 20 seconds East, 43.33 feet;
 North 19 degrees 04 minutes 49 seconds East, 62.90 feet;
 North 11 degrees 17 minutes 36 seconds East, 101.97 feet;
 North 02 degrees 01 minutes 18 seconds East, 100.06 feet;
 North 02 degrees 35 minutes 37 seconds East, 100.10 feet to the Point of Beginning and containing 45.34 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 – 9 (MRS-9) comprises an area totaling approximately 136 acres located in the north-central part of the Bravo Munitions Response Area (MRA), located east of MRS-3, west of MRS-8 and north of MRS-11. It consists in part of the Bravo Engineering Evaluation/Cost Analysis (EE/CA) Sectors M3-3H Rocket/Hand Grenade Area – Development (D) and M3-2M Hand Grenade Area – Passive Recreation (PR);

WHEREAS, historically, MRS-9 was used primarily as a rifle grenade and rocket launcher area and small arms training with a variety of explosive ordnance recovered during site characterization and remediation activities. To implement the munitions remediation in MRS-9, the site was divided into four tracts, 9-A through 9-D based on geography and required remedial actions. The remediation for Tract 9-A where the future land use is mixed development was cleared to the depth of detection. The remediation for Tracts 9-B, 9-C, and 9-D 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 9-B, 9-C, and 9-D,

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" determination"; 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 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 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 4th
day of October, 2017.

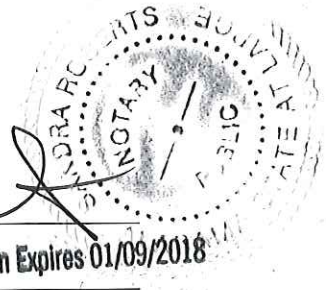
Aaron Acker
MDA Grantor
By: Aaron Acker
Its: Vice-Chairman

STATE OF ALABAMA)
CALHOUN COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Aaron 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 4th day of October, 2017.


[Signature]
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 12/21, 2017

By: 
 Stephen A. Cobb
 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 Stephen A. Cobb, 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 21 day of December, 2017.


 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 3227, Page 392.

Dated December 28, 2017

By: 
Clerk, Office of Probate Judge

EXHIBIT DRAWING FOR:

DEED

3227

403

McCLELLAN DEVELOPMENT AUTHORITY &
ALABAMA DEPT. OF ENVIRONMENTAL MANAGEMENT

CLEANUP AGREEMENT NO. AL4 210 020 562
CERFA MEC PARCEL MRS-9

ALABAMA EAST ZONE
STATE PLANE COORDINATE
SYSTEM, NAD 83

SITUATED IN SECTIONS 22 & 27
LYING IN TOWNSHIP 15 SOUTH RANGE 8 EAST,
HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA

Recording Fee
TOTAL

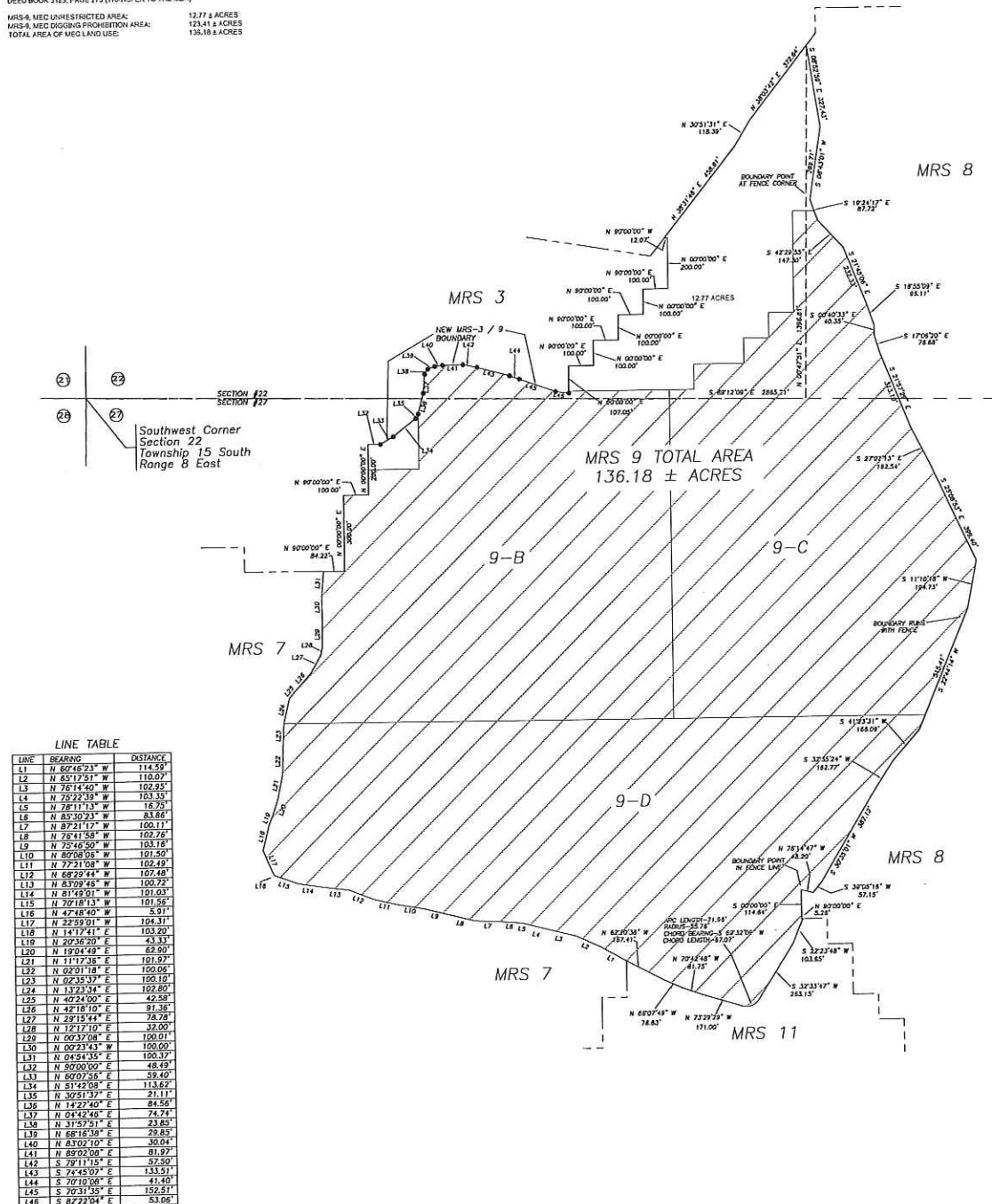
0.00
0.00

SITE NOTES:

MEC AREA, MRS-9 LIES WITHIN THE McCLELLAN DEVELOPMENT
AUTHORITY (MDA) PROPERTY AS DESCRIBED IN DEED BOOK 3039, PAGE
231 (PROPERTY DESCRIPTION)

DEED BOOK 3125, PAGE 275 (TRANSFER TO THE MDA)

MRS-9, MEC UNRESTRICTED AREA: 12.77 ± ACRES
MRS-9, MEC DOWNGRADING PROHIBITION AREA: 123.41 ± ACRES
TOTAL AREA OF MEC LAND USE: 136.18 ± ACRES



NOTES:

THE LAND USE RESTRICTIONS FOR THE CERFA PARCELS DEPICTED ON THIS
EXHIBIT ARE SPECIFICALLY DESCRIBED IN MDA 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.

EACH CERFA PARCEL'S LOCATION & GEOMETRY ARE BASED ON ESRI GIS
SHAPEFILES PROVIDED BY THE McCLELLAN DEVELOPMENT AUTHORITY.

LEGEND

- UNMARKED BOUNDARY POINT
- MCHUBSET
- FENCE POST FOUND
- TREE WITH FENCE TOLG
- DOWNGRADING PROHIBITION AREA

0 200 400 600

SHEET: EXHIBIT DRAWING		NUMBER: 1 of 1
I. I. SMITH & ASSOCIATES, INC. SURVEYORS & ENGINEERS		
302 North Caldwell Street Ft. Worth, Texas 76102 731-644-1014 800-257-6347 FAX 731-644-8109		
1100 Lakeside Drive, Suite 105 Wichita, Kansas 67203 616-261-1515 FAX 616-261-0880		
Drawn BY: J. BEASLEY	CHECKED BY: I. SMITH	SCALE: 1"=200'
PROJECT: 170270	DATE: 09/18/2017	