



ALABAMA DEPARTMENT OF TRANSPORTATION

FOURTH DIVISION
OFFICE OF DIVISION ENGINEER
POST OFFICE BOX 1179

ALEXANDER CITY, ALABAMA 35011-1179
Telephone: (256) 234-4265 FAX: (256) 234-3474



Robert Bentley
Governor

John R. Cooper
Transportation Director

October 23, 2013

Mr. Steven E. Walker
Right of Way Engineer
Alabama Department of Transportation
Montgomery, AL 36130

Dear Mr. Walker:

RE: Project No. HPP-0192(6)
Eastern Bypass
Iron Mountain Road Addition
Calhoun County

Attached is copy of recorded Quitclaim Deed between the United States of American and the State of Alabama.

Yours very truly,

DEJARVIS LEONARD
DIVISION ENGINEER

By: Steve Haynes
Steve Haynes
Pre-Construction Engineer

LWB
Attachment
cc: Mr. Shannon Jones
Mrs. Lisa W. Burns
File

QUITCLAIM DEED

THIS DEED, made this 30th day of September, 2013, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the GRANTOR, and the STATE OF ALABAMA, hereinafter referred to as the GRANTEE:

WITNESSETH:

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (Title 23, USC, Section 317), for the transfer of title in fee simple for highway use over certain land along Iron Mountain Road in Calhoun County, Alabama owned by the United States in the State of Alabama, which is under the jurisdiction of the UNITED STATES ARMY and

WHEREAS this land is located within the former Fort McClellan, closed on September 30, 1999 under the Defense Base Closure and Realignment Act of 1990 (BRAC) (Public Law 101-510 as amended); and

WHEREAS, the Federal Highway Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administration, has determined that title over the land covered by the application is reasonably necessary for Federal Aid Highway Project Anniston East Bypass, HPP-0192(006); and

WHEREAS pursuant to powers and authorities contained in the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), 40 U.S.C. § 101, et seq., as amended, and BRAC, and to the Delegations, Rules, and Regulations of the Secretary of the Army, it has been determined that the conveyance requested by the State of Alabama Department of

Transportation is not inconsistent with the needs of the Army, or local redevelopment authority and is in the public interest; and

WHEREAS, the term "GRANTOR" refers to the United States of America and includes where context requires, the "Government," the "Army," "Federal Highway Administration," and any other agencies or departments of the United States referred to herein; and

NOW THEREFORE, the GRANTOR as authorized by law, and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC Sections 2000d-2000d-4), does hereby grant to the GRANTEE title in fee simple absolute the lands of the United States within the State of Alabama herein described at "Exhibit A-1" and shown on "Exhibit A-2" attached hereto and made a part hereof subject to the following terms, conditions, and covenants.

TO HAVE AND TO HOLD, the above-mentioned lands and interests in lands unto the GRANTEE for so long a time as such are needed for highway purposes upon the express condition that if, at any time, the need for highway purposes shall no longer exist, notice of the fact shall, at the option of the DEPARTMENT OF THE ARMY revert to the UNITED STATES OF AMERICA and to the control of the DEPARTMENT OF THE ARMY as such control existed prior to this instrument; and subject to the following covenants and regulations, which shall be binding on the GRANTEE, its successors and assigns:

1. Outstanding valid claims, if any, existing on the date of this grant, and the GRANTEE shall obtain such permission as may be necessary on account of any such claims.
2. The property herein conveyed is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purposes of operation and maintenance of a highway and does not include the grant of any rights for non-highway purposes or facilities.
3. Consistent with highway safety standards, the GRANTEE shall:

- (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be effected by the operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation. This provision shall also apply to slopes that are reshaped following slides which may occur.
4. The GRANTEE in consideration of the conveyance of said lands and interests in lands does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252; 42 U.S.C. Sections 2000d-2000d-4) and the regulations set forth in Title 49, Transportation, Subtitle A, Part 21, Code of Federal Regulations (49 C.F.R. 21.1 - 21.23) (1970), specifically that (a) no members of the traveling public and business users of the Federally-assisted highway shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in their access to and use of said highway or their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation and vehicle servicing) constructed on, over, or under the right-of-way of the said highway, (b) that the GRANTEE shall use the lands and interests in lands so conveyed, in compliance with all other requirements imposed pursuant to said Title 49, Subtitle A, Code of Federal Regulations, Part 21. In the event of breach of any of the above-mentioned nondiscrimination conditions, the GRANTOR shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to and vest in and become the absolute property of the GRANTOR and its assigns, as such interest existed prior to this instrument.
5. If the need for this property conveyed shall no longer exist, the GRANTEE shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall at the option of the Department of the Army revert to the UNITED STATES OF AMERICA and to the control of the Department of the Army. In the event of a reversion, the GRANTEE agrees to provide an acceptable level of protection and maintenance of the property until the title has actually reverted.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements including but not limited to rights-of-way for highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the reservations, covenants, conditions and restrictions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable

against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include these NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

1. CERCLA Covenant

A. Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the Property prior to the date of this deed shall be conducted by the United States. This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, GRANTEE shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the Property on the date of this instrument, provided that GRANTEE has not caused or contributed to a release of such hazardous substance or petroleum product or derivatives.

2. CERCLA Right of Access

A. Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)) the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. At the completion of the work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or

compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the GRANTEE, its successors and assigns, shall not interfere with any response action or corrective action conducted by the GRANTOR on the Property.

3. "As Is" Condition of Property

A. The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the UNITED STATES.

C. Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the CERCLA Covenant or any other statutory obligations.

4. Hold Harmless

A. To the extent authorized by law, the GRANTEE covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed including, without limitation, any costs associated with additional investigation or remediation of asbestos or lead-based paint or other condition on any portion of the Property.

C. Nothing in this "Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the CERCLA Covenant or any other statutory obligations.

5. Post-Transfer Discovery of Contamination

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to the GRANTOR's activities, use or ownership of the Property, GRANTEE shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and the GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors or assigns, as consideration for the conveyance of the Property, agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, or contractors after the date of the conveyance herein. This paragraph shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

6. Environmental Protection Provisions

The GRANTEE shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

7. Notice Of The Potential Presence Of Munitions And Explosives Of Concern (MEC)

A. The GRANTEE is hereby notified that due to former use of the Property as a military installation, the Property may contain MEC. The term MEC means specific categories of military munitions that may pose unique explosive safety risks and includes: (a) UXO, as defined in U.S.C. 10 §101(e)(5); (b) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (c) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

B. The Iron Mountain Road Addition is a 10.06 acre tract of land previously used for military training that resulted in the presence of MEC. From February through May 2009, a munitions response for removal of MEC to depth of detection was conducted. Four MEC items (three high explosive hand grenades and one grenade fuze) were recovered and explosively demolished. A total of 836.5 lb. of cultural debris (non-MEC related metallic scrap) and 111.5 lb. of MD were removed from the property and properly disposed. A copy of the After Action Report is attached to the Findings of Suitability to Transfer (FOST) as Enclosure 7. From June through July 2009, on-site construction support for MEC was provided by the Army during the performance of ALDOT's highway construction activities. One MD item (expended MkII practice hand grenade) was recovered. A copy of the Site Specific Final Report is attached to the FOST as Enclosure 8. All MEC discovered on the Property is provided in Deed Exhibit B. A map depicting the location of the munitions response site is provided in the Deed as "Exhibit C."

C. The GRANTOR represents that to the best of his knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the GRANTEE, any subsequent owner, or any person should find any MEC on the Property, they shall immediately stop any intrusive or ground disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordinance disposal personnel can be dispatched to address such MEC as required under applicable laws and regulations.

D. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which munitions response action is found to be necessary or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response actions necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and GRANTEE's successor's and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors or assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the GRANTEE nor its successors or assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractor of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the GRANTEE, its successors and assigns, shall not interfere with any munitions response action conducted by the GRANTOR on the Property.

E. The GRANTEE acknowledges receipt of the After Action Report dated June 2009 and the Site Specific Final Report dated October 2009.

8. Anti-Deficiency Act

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

9. No Waiver

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the Grantee, its successors or assigns required by the covenants, conditions, and restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the Grantor's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, I, Mark Bartlett, Division Administrator, pursuant to delegation of authority from the Secretary of Transportation, the Federal Highway administration, by virtue of authority vested in me by law, have hereunto subscribed my name as of this 30th day of September, 2013.

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

BY: Mark D. Bartlett
Mark Bartlett
Division Administrator
9500 Wynnolakes Place
Montgomery, AL 36117

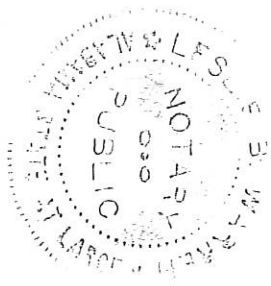
STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, Leslie B. Warren, a Notary Public, in and for said County and State, hereby certify that on this 30th day of September, 2013, before me personally appeared Mark Bartlett, Division Administrator, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of September 30th, 2013, was executed by him in his official capacity and by authority in him vested by law, for the purposes and interests in said instrument described and set forth, and acknowledged the same to be his free act and deed as Division Administrator, Federal Highway Administration.

WITNESS my hand and official seal on this 30th day of September, 2013.

Leslie B. Warren
NOTARY PUBLIC
My Commission Expires: 12/14/13



ATTORNEY CERTIFICATION

I, Jim R. Ippolito, Jr., an attorney duly licensed to practice in the State of Alabama, hereby certify that this deed satisfies legal form under State law.

*Jim Ippolito Jr.
9/30/13*

is legally sufficient for its stated purpose Date: 9/9/13

By: Jim R. Ippolito Jr.
Jim R. Ippolito, Jr.,
Chief Counsel

ACCEPTANCE BY GRANTEE

The ALABAMA DEPARTMENT OF TRANSPORTATION hereby accepts this Quitclaim Deed for itself, its successors and assigns subject to all of the reservations, covenants, conditions and restrictions contained herein this 17th day of September, 2013

By: John R. Cooper
John R. Cooper
Transportation Director
1409 Coliseum Blvd
Montgomery, AL 36110

THE ALABAMA DEPARTMENT OF TRANSPORTATION

NOTARIAL CERTIFICATE

STATE OF ALABAMA)
) ss
COUNTY OF Montgomery)

I, Stacey Waller-Dakwa, a Notary Public in and for the State of Alabama, do hereby certify that on this the 17th day of September, 2013, Mr. John R. Cooper of the Alabama Dept. of Transportation known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Stacey Waller-Dakwa
Notary Public
Notary Registration No. _____

My commission expires the 14th day of September, 2014.

EXHIBIT A-1
Legal Description
Eastern Bypass Iron Mountain Road Addition

A part of the East Half of Section 34, Township 15 South, Range 8 East, Calhoun County, Alabama shown as Tract 1, Parcel 2 on Right Of Way Map for Project Number HPP-0192(6) and more particularly described as follows:

Commencing at the Southwest corner of Section 22, Township 15 South, Range 8 East;

Thence South $00^{\circ}47'54''$ West a distance of 8142.51 feet to a point;

Thence South $89^{\circ}12'06''$ East a distance of 2901.84 feet to a point, said point lying 225.00 feet Northwest and at right angles to the centerline of construction of Iron Mountain Road Connector at Station 50+55.53 and being the POINT OF BEGINNING of the property herein to be conveyed;

Thence North $28^{\circ}33'47''$ East a distance of 455.59 feet to a point, said point lying 325.00 feet Northwest at right angles to the centerline of construction of Iron Mountain Road Connector at Station 55+00.00;

Thence North $63^{\circ}02'44''$ East a distance of 646.22 feet to a point, said point lying 85.00 feet Northwest and at right angles to the centerline of construction of Iron Mountain Road Connector at Station 61+00.00;

Thence South $48^{\circ}45'25''$ East a distance of 255.00 feet to a point, said point lying 170.00 feet Southeast and at right angles to the centerline of Iron Mountain Road Connector at Station 61+00.00;

Thence South $39^{\circ}35'54''$ West a distance of 1044.90 to a point, said point lying 200.00 feet Southeast and at right angles to the centerline of construction of Iron Mountain Road Connector at Station 50+55.53;

Thence North $48^{\circ}45'28''$ West a distance of 425.00 feet to the POINT OF BEGINNING, containing 10.06 acres more or less.

**Exhibit A-2
Site Map**

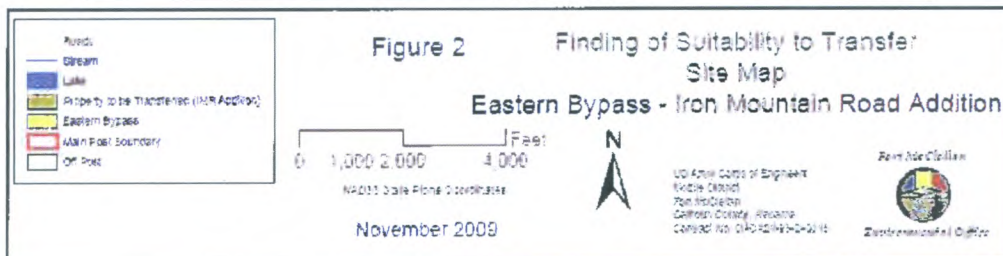
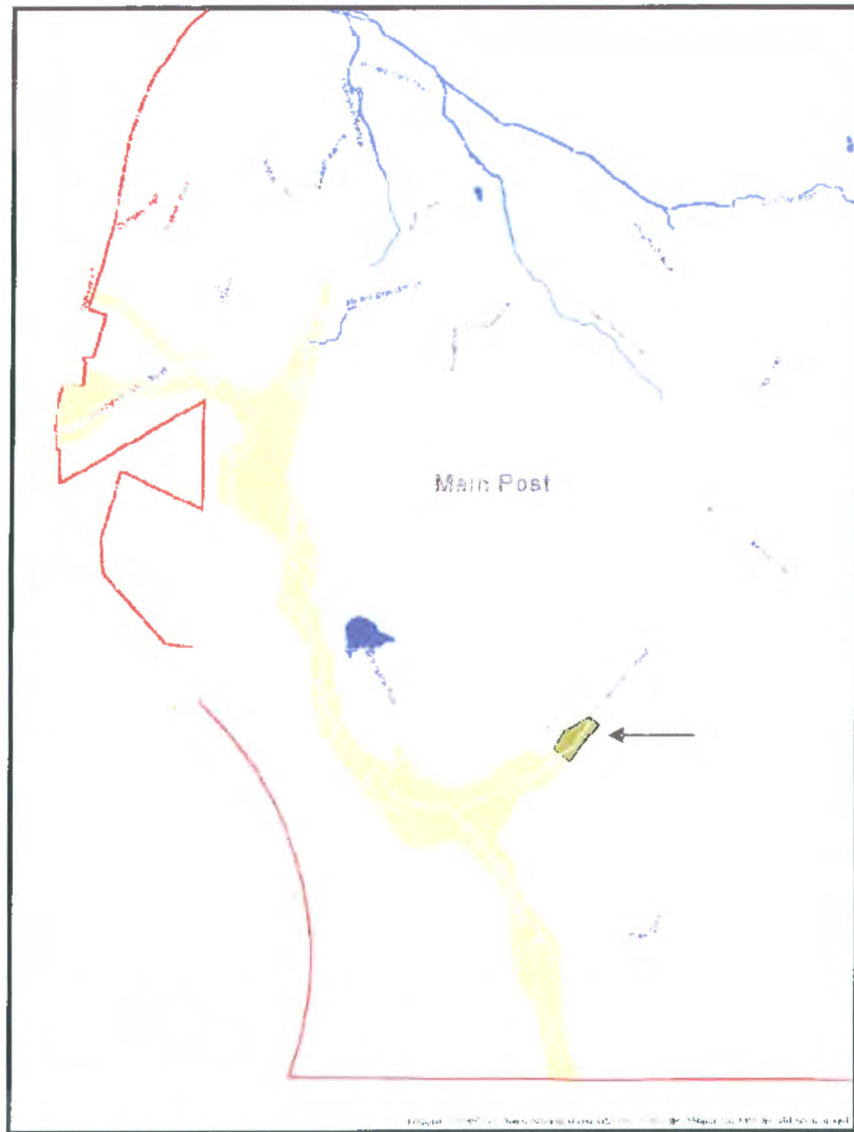


Exhibit B

Notification of Munitions and Explosives of Concern (MEC)

Notification of Munitions and Explosives of Concern (MEC*)
 Eastern Bypass-Iron Mountain Road Addition Transfer
 Fort McClellan, Alabama

Site	Type of MEC and Munitions Debris (MD**)	Date of MEC Activity	Munitions Response Actions
Iron Mountain Road Addition	<p>MEC recovered on the Property: four hand grenades (HE) and a hand grenade fuse</p> <p>MD recovered on the Property: 37 mm target practice tracer, expended signal flare, practice 37 mm armor piercing tracer, practice rifle smoke grenade tail booms, grenade spoon, functioned grenade fuse, illumination rifle grenade, practice grenade, slap flare, trip flare, small arms, expended smoke grenade</p>	World War II through 1960s	<p>The Iron Mountain Road Addition is a 10.07 acre tract of land previously used for military training that resulted in the presence of MEC. From February through May 2009, a munitions response to MEC was conducted. During this response, which removed MEC to depth of detection, four MEC items (three high explosive hand grenades and one grenade fuse) were recovered and explosively demilitarized.</p> <p>A total of 836.5 lb of other debris*** and 111.5 lb of munitions debris were also removed from the property and properly disposed. All munitions debris was evaluated and documented as safe. (Enclosure 7 provides a copy of the Munitions Response After Action Report.) From June through July 2009, the Army provided on-site construction support for MEC during ALDOT's highway construction activities. During this support, an expended M16 practice hand grenade was recovered, evaluated and documented as safe.</p> <p>A copy of the Site Specific Final Report is attached to the FOST as Enclosure 8.</p>
<p>* Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosive safety risks, means: (a) Unexploded Ordnance (UXO), as defined in 10 § 101(e)(5); (b) Discarded military munitions (DMM), as defined in 10 U.S.C. § 2710(e)(2); or (c) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.</p> <p>** Munitions debris. Remnants of munitions (e.g., fragments, penetrators, projectiles, shell casings, links, and fins) remaining after munitions use, demilitarization, or disposal.</p> <p>*** Other debris. Debris found on operational ranges or MREs that may be removed to facilitate a range clearance or munitions response that is not related to munitions or range operations. Such debris includes, but is not limited to, rebar, household items (e.g., refrigerators and washing machines), automobile parts and automobiles that were not associated with range targets, fence posts, and fence wire.</p>			

Exhibit C
Munitions and Explosive of Concern Areas

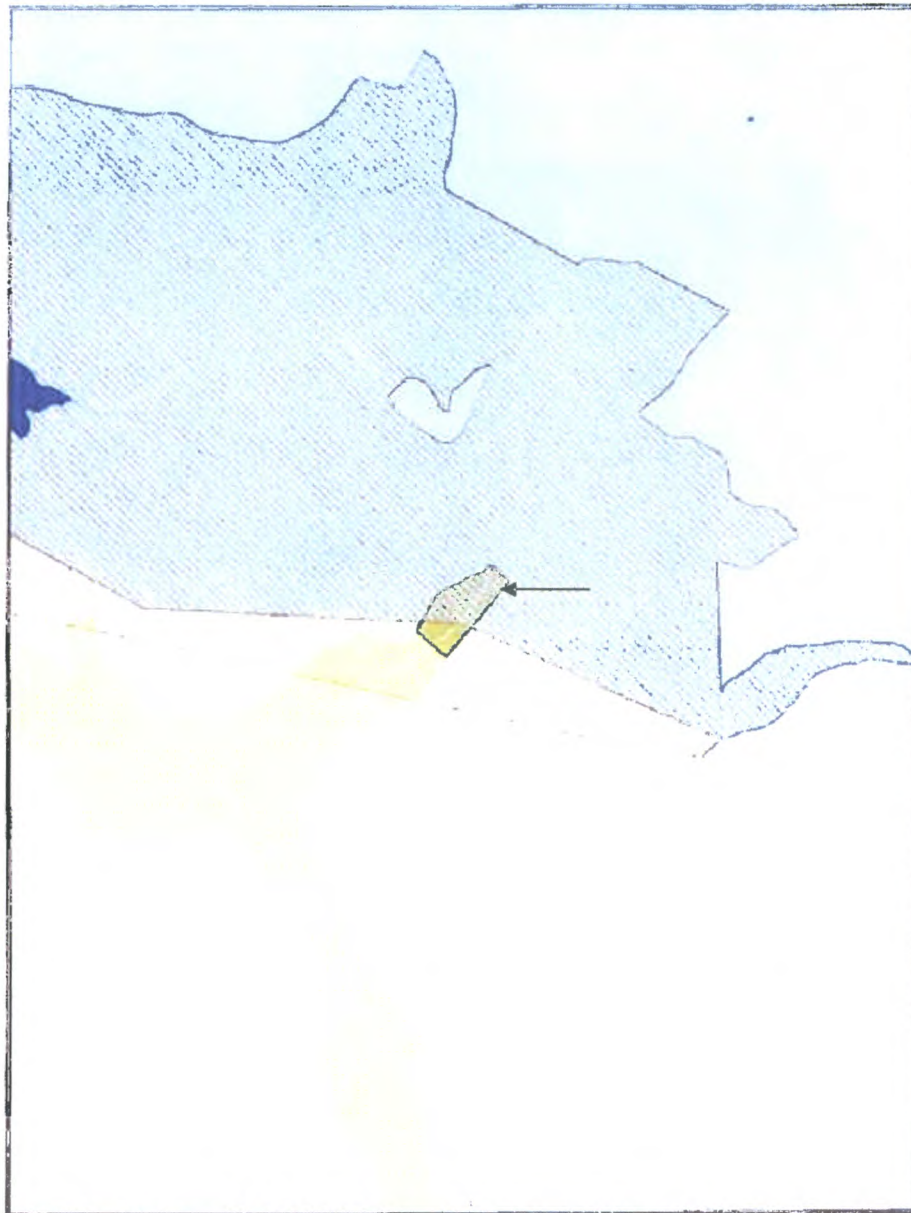


Figure 4

**Finding of Suitability to Transfer
Munitions and Explosives of Concern Areas
Eastern Bypass - Iron Mountain Road Addition**



0 500 1,000 2,000 Feet

NAD83 State Plane Coordinates

November 2009



US Army Corps of Engineers
Mobile District
Fort McClellan
Cordova County, Alabama
Contact: Mr. D. G. H. H. H. H.

Fort McClellan



Environmental Office

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

DEED 3166 316

Grantor's Name United States of America
Mailing Address 9500 Wynnolakes Place
Montgomery, AL 36117

Grantee's Name State of Alabama
Mailing Address 1409 Coliseum Blvd.
Montgomery, AL 36110

Property Address Iron Mt. Road
Anniston, AL

Date of Sale 09.30.13
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 25,820

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☒ Other Governmental Inter-agency transfer from
the United States of America to the State
of Alabama
☐ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Mental Health Fee 4.0
Recording Fee 51.0
TOTAL 55.0

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10-7-13

Print Lisa W. Burns

☒ Unattested

SP
(verified by)

Sign

Lisa W. Burns
(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1