

Contract No. 04-AL-2215

QUITCLAIM DEED

THIS INDENTURE, made this 16th day of March , 2000, between the United States of America, acting through the Secretary of Health and Human Services, by the Director, Division of Property Management, Program Support Center, of the Department of Health and Human Services, under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 484(k)), as amended (hereinafter called the Act), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the City of Anniston (hereinafter called the Grantee).

WITNESSETH

WHEREAS, by letter dated February 21, 2000, from the U.S. Army Corps of Engineers, certain surplus property consisting of 7.08 acres, more or less, hereinafter described (hereinafter called the Property), was assigned to the Department of Health and Human Services (hereinafter called the Grantor) for disposal upon the recommendation of the Grantor that the Property is needed for health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act and has made application for a public benefit allowance; and proposes to use the Property for said purposes; and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such

rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in Section 16, Township 15 South, Range 8 East, Huntsville Meridian, the County of Calhoun, State of Alabama, and more particularly described as follows:

Commencing at the northwest corner of said Section 16;

Thence S 89° 35'E along the north line of said section a distance of 1327.0 feet;

Thence S 00° 57' W 674.6 feet, more or less to a point which is on the north boundary of an existing sewage disposal plant owned by the United States of America at Fort McClellan Military Reservation and the POINT OF BEGINNING;

Thence along the boundary of said United States tract the following bearings and distances: N 52° 00' E 307.8 feet; S 38° 00'E 733.0 feet; S 52° 00' W 427.7 feet; N 89° 35' W 54.8 feet; N 38° 00' W 215.9 feet; N 52° 00' E 70.7 feet; N 38° 00' W 483.1 feet; N 52° 00'E 92.2 feet, more or less, to the point of beginning.

Containing 7.08 acres, more or less, and being all of Tracts 1-B, 2, 2-B, 3 and a part of the Original Sewage Disposal Tract of Fort McClellan Military Reservation.

Within the fee area are the following facilities to be conveyed with the land:

Building 05708, Power Plant Building, 600 Sf
Facility 05708-E, Standby Generator (located in
Building 05708, 350 KV
Facility 05709, Gravity, Oil and Grease Separator (10KG)
Building 05710, Overhead Protection, 1,990
Facility 05711, Pad (8,000SY)
Building 05718, Sew/Wst Trt Bldg, 2,314 SF
Facility 05740, Primary Treatment (2,200 KG)
The following facilities are included as part of facility
Number 05740:
Reuse water system
Sludge Bed/Polymer House (constructed 1995)
Headworks (constructed 1995)
Aeration Basin (constructed 1995)

RAS/WAS Pump Station & 4 Pumps (constructed 1995)
 Two (2) Final Clarifiers (constructed 1995)
 Trickling Filter Pump Station
 Digester (renovated 1995)
 Post aeration basin (constructed 1995)
 Ultra-violet Disinfectant System (constructed 1995)
 Filtrate Return Lift Station
 Grease Dump Station
 Sludge Pump and Building
 Secondary Clarifier
 Influent Structure
 Twin Dosing Siphon

ROADS, 2,722 SY

WALKS, 525 SY

Also conveyed are the following perpetual right-of-way easements for sewer lines:

A right-of-way 10 feet wide lying and being in Section 16, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama and lying 5 feet on each side of a centerline more particularly described as follows:

Commencing at the northwest corner of said Section 16;

Thence S 89° 35' E along the north line of said section a distance of 1327.0 feet;

Thence S 00° 57' W 674.6 feet, more or less, to a point which is on the north boundary of an existing sewage disposal plant owned by the United States of America at Fort McClellan Military Reservation;

Thence along the boundary of said United States tract the following bearings and distances:

N 52° 00' E 307.8 feet;

S 38° 00' E 715 feet, more or less, to a point which is in the center of an existing sewer line easement and the POINT OF BEGINNING;

Thence along the centerline of said existing easement, the following approximate bearings and distances:

S 66° 16' E 685 feet;

S 78° 31' E 450 feet, more or less, to a point on the boundary of a tract of land owned by the United States of America at Fort McClellan Military Reservation.

Containing 0.26 of an acre, more or less.

AND

Commencing at the northwest corner of said Section 16;

Thence S 89° 35' E along the north line of said section a distance of 1327.0 feet;

Thence S 00° 57' W 674.6 feet, more or less, to a point which is on the north boundary of an existing sewage disposal plant owned by the United States of America at Fort McClellan Military Reservation;

Thence along the boundary of said United States tract the following bearings and distances:

S 52° 00' W 92.2 feet;

S 38° 00' E 483.1 feet'

S 52° 00' W 70.7 fee;

S 38° 00' E 120 feet, more or less to a point which is in the center of an existing sewer line easement and the POINT OF BEGINNING;

Thence Southwesterly along the centerline of said existing easement a distance 686 feet, more or less, to the right bank of Cane Creek.

Containing 0.15 of an acre, more or less.

Containing in the aggregate 0.41 of an acre, more or less, and being a part of the Original Sewage Disposal Tract of Fort McClellan Military Reservation.

It is the intent of the parties hereto to convey all of the Wastewater Treatment Plant and facilities as well as the sewer line easements all of which are, for the purposes of this paragraph only, referred to as "the Plant," as owned by the United States on the date of execution of this instrument. The parties believe and intend that the location of the Plant as described herein and as depicted on Exhibit 1, attached hereto and made a part hereof, include all of the said Plant. If any easement, appurtenance or other real estate interest that comprise the Plant and which is owned by the United States was omitted, the parties hereto agree that such omission was inadvertent and such easement, appurtenance or other real estate interest shall be treated as if it were expressly contained in this conveyance. Also attached as Exhibit 2 is a copy of the general sanitary sewer map showing the lines, and Exhibit 3 is a copy of a map that shows the general area of the water lines. Attached as Exhibit 4 is a copy of the list of personal property deemed integral to the use of the facilities and essential for the economic viability of facilities.

SUBJECT TO any and all other existing easements, rights-of-way, reservations, and servitudes, whether of record or not.

TO HAVE AND TO HOLD the Property subject, however, to each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date hereof the Property herein conveyed will be used continuously for health purposes in accordance with the proposed program and plan of the Grantee as set forth in its application dated the 23rd day of February 1999, and for no other purpose.
2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.
3. Where construction or major renovation is not required or proposed, the Property must be placed into use

within twelve (12) months from the date of this deed. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from the date of this deed.

4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986.
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act; the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84, and 91), issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of

race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance.

The Grantee acknowledges that it has inspected the premises and related personal property, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

The Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the obligations herein set forth, the Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that in the event the Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5, and the

right to reenter and revert title for breach thereof, will not affect the obligation of the Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to the Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 CFR Part 101) now in effect, a copy of which is attached to the Grantee's aforementioned application.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by the Grantor or its successor in function against the Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84, and 91) issued pursuant to said Acts and now in

effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The Grantee also covenants and agrees for itself, its successors and assigns, that the Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its successors or assigns, at the option of the Grantor or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the Grantee, its successors or assigns, to adapt the Property to the health use for which the Property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, as it may sustain as a result of such noncompliance, including such costs as may be incurred in recovering title to or possession of the above-described Property.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of the Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation,

exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

The Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of or used for purposes other than those designated in condition numbered 1 above without the consent of the Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by the Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from such sale, lease, disposal or use, shall be considered to have been received and held in trust by the Grantee for the United States of America and shall be subject to the direction and control of the Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the Grantor under any other provision of this deed. In addition, the Grantee, its successors or assigns, shall be solely liable for all costs relating to any hazardous or toxic substances being placed on the Property during its use by said Grantee, its successors or assigns.

Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Department of the Army has identified, in the Finding of Suitability of Transfer (FOST), dated October 27, 1999, a copy of which has been provided to the Grantee, the Property as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of.

A. The Grantor covenants and warrants to the Grantee and its successors an interest that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products contamination existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the United States Department of the Army.

B. The United States hereby 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 this conveyance at such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the United States Department of the Army shall give the Grantee, or the then record owner, reasonable prior notice. Grantee agrees that, notwithstanding any other provisions of the Deed, the United States assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the Property interfere with the use of the Property. The Grantee shall not through construction or operation/maintenance activities, interfere with any response action conducted by the United States under this paragraph. The Grantee, the then record owner, and any other person, shall have no claim against the United States or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

Sewer, Sanitary Sewer, 338,579 LF (does not include service lines that are normally the responsibility of the customer).

Building 01399, Sewage/Wst Trt, 425 SF
 Building 03690, Sewage/Wst Trt, 218 SF
 Facility 03690, Sewage Lift Station
 Building 03691, Sewage/Wst Trt, 131 SF
 Facility 03691, Sewage Lift Station
 Building 05700, Sewage/Wst Trt, 169 SF
 Facility 05700, Sewage Lift Station
 Building 05716, Sewage/Wst Trt, 131 SF
 Facility 05716, Sewage Lift Station
 Building 01338, Sewage/Wst Trt, 131 SF
 Facility 3691G, MOGAS Str Ungd, 500 gallons
 Facility 5700G, MOGAS Str Ungd, 500 gallons
 Facility 1338G, MOGAS Str Ungd, 500 gallons

Water, (Water Dist Pot) 513,841, LF (includes mains and laterals to the point where a water meter is or will be installed).

Facility R6519, Pump Sta Pot
 Building 03798, Wtr Sup/Trt Bldg, 462 SF
 Building 05715, Wtr Sup/Trt Bldg, 364 SF

| | |
|-----------------|---|
| Building 04451, | Wtr Sup/Trt Bldg, 24 SF |
| Facility 00744, | Water Storage Tank Pot, 1,500,000 gallons |
| Facility 00746, | Reservoir Pot, 200,000 gallons (Abandoned) |
| Facility 03199, | Reservoir Pot, 1,000,000 gallons (Abandoned) |
| Facility 04449, | Water Storage Tank Pot, 5,000 gallons |
| Building 05714 | Eng/Housing Mnt (water meter house) 60 SF |

The System does not contain residential dwellings and will not be used for residential purposes. The Grantee is notified that the System contains buildings built prior to 1978 that contain Lead-Based Paint (LBP). Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Such property may present exposure to lead from LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. No LBP survey or assessment has been conducted. A risk assessment or inspection for possible LBP hazards is recommended prior to use.

The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of LBP and/or LBP hazards prior to conveyance of the System.

The Grantee shall not permit use of any buildings or structures for residential habitation without first obtaining the written consent of the Grantor. As a condition of its consent, the Grantor may require the Grantee to: (1) inspect for the presence of LBP and/or LBP hazards; (2) abate and eliminate LBP hazards in accordance with all applicable laws and regulations; and (3) comply with the notice and disclosure requirements under applicable Federal and state law. The Grantee agrees to be responsible for any future remediation of LBP found to be necessary on the Easement Property.

The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, subgrantees or to any other person, including members of the general public, arising from or incident to possession and/or use of any portion of the System

containing LBP as residential housing. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of any portion of the System containing LBP as residential housing. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this System and any conveyance of the System to the Grantee. The Grantee's obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

Polychlorinated Biphenyls (PCB) have been used widely as coolants and lubricants in transformers, capacitors, and other electrical equipment like fluorescent light ballasts. EPA considers PCB's to be probable cancer-causing chemicals in humans. PCB and PCB-contaminated items that will be disposed must be stored in a hazardous waste storage facility. The Grantee is hereby informed that fluorescent light ballasts containing PCB's are present in the System. The PCB containing equipment does not currently pose a threat to human health or the environment. All PCB equipment is presently in full compliance with applicable laws and regulations. The Grantee agrees that its continued possession, use and management of any PCB containing equipment will be in compliance with all applicable laws relating to PCB's and PCB containing equipment and that the Grantor shall assume no liability for the future remediation of PCB contamination or damages for personal injury, illness or disability or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition or any activity causing or leading to contact of any kind whatsoever with PCB containing equipment during the period of this grant. The Grantee agrees to be responsible for any remediation of PCB containing equipment found to be necessary resulting from its use or possession thereof.

The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) maybe present in the System. Available information concerning known friable asbestos, non-friable asbestos, or ACM

is contained in the Environmental Baseline Survey, which has been provided to Grantor.

The Grantor has agreed to convey said buildings and structures to Grantee, prior to remediation of asbestos hazards, in reliance upon Grantee's express representation and promise that Grantee will, prior to use or occupancy of said facilities, agree to undertake any and all abatement or remediation that may be required under CERCLA 120(h)(3) or any other law or regulation. Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon Grantee's agreement to the provisions contained in this Subsection.

The Grantee covenants and agrees that its use and operation of the System will be in compliance with all applicable laws relating to asbestos and that the Grantor assumes no liability for any future remediation of asbestos or damages for personal injury, illness, disability, or death, to Grantor, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM in the System, whether Grantor has properly warned or failed to properly warn the individual(s) injured. Grantor agrees to be responsible for any future remediation of asbestosis found to be necessary on the System. Grantor assumes no liability for damages for personal injury, illness, disability, death or System damage arising from (i) any exposure or failure to comply with any legal requirements applicable to asbestos in any portion of the System arising prior to the Grantor's conveyance of such portion of the System to Grantor pursuant to this grant, or (ii) any disposal of any asbestos or ACM arising prior to the Grantor's conveyance of the Property to Grantor pursuant to this grant.

Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Grantee acknowledges that it has inspected the System as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

No warranties, either express or implied, are given with regard to the condition of the System, including, without limitation, whether the System does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to inspect, or 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 Grantor.

Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees from and against all suits, claims, demands or actions, liabilities, judgments, costs, attorney's fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the System after this conveyance of the System to Grantee or any future remediation or abatement of asbestos or the need therefor. Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities for actions giving rise to liability under this section.

Gray bats (*Myotis grisescens*) are known to forage near the main channel of Cane Creek and are known to roost in caves and under bridges in the vicinity. Gray bats are listed as endangered by the U.S. Fish and Wildlife (FWS) and are afforded federal protection under the Endangered Species Act (ESA) of 1973, as amended. Section 9 of the ESA prohibits private landowners from "taking" (harm, harass, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) endangered species. Attached as Exhibit 5 is a copy of a map of the wastewater treatment plant showing the gray bat habitat area.

The following measures will limit potential take of gray bats on this easement. Failure to follow these measures could subject the violator to criminal sanctions of the ESA.

Gray bats are known to use man-made structures in the vicinity of this conveyance. Prior to removing or altering the structure of a bridge, abandoned building, or cistern,

the structure should be checked for the presence of gray bats. The FWS will be contacted if bats are found to be present.

Trees along the main channel of Cane Creek with high or moderate quality foraging habitat provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet of these streams is necessary, the FWS should be consulted prior to cutting.

Gray bats primarily feed on insects with an aquatic life stage; therefore, water quality and the physical characteristics of streams affect the amount and types of insects available for these bats. State and federal regulations pertaining to water quality and erosion control should be followed. Additionally, modification of stream banks and water flow should be avoided to maintain present water quality and physical structure.

Use of pesticides, particularly malathion, should be managed according to a FWS consultation letter dated June 11, 1998. The Grantee should avoid (or eliminate or minimize) fogging in the vicinity of all high to moderate quality foraging habitat. FWS requested that if malathion is used it should be sprayed only during daylight hours no earlier than one hour after sunrise and no later than one hour prior to sunset between March 15 and October 31. Use atmospheric conditions to determine appropriate timing for fogging on lands directly adjacent to foraging areas.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health and Human Services

By:



Brian J. Rooney
Chief, Real Property Branch
Division of Property Management
Department of Health and Human Services

ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 16th day of March 2000, before me the undersigned officer, personally appeared Brian J. Rooney, known to me to be the Chief, Real Property Branch, Division of Property Management, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that he subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

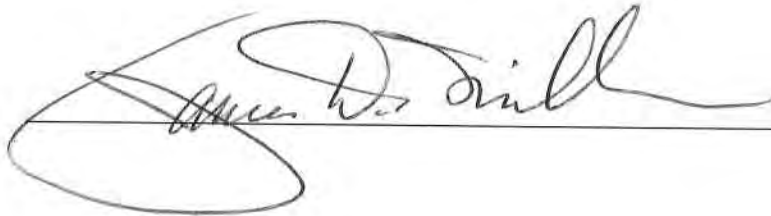


My commission expires

Eula M. Samuel
Notary Public
March 1, 2003

ACCEPTANCE

The WATER WORKS AND SEWER BOARD OF THE CITY OF ANNISTON hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions and restrictions contained therein.

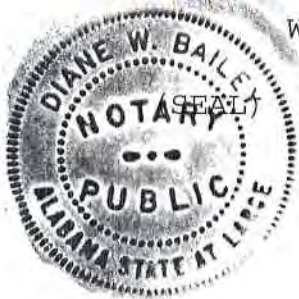
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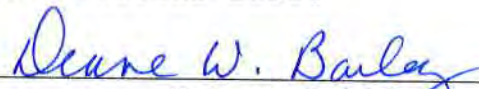
ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF CALHOUN) SS

On this 28th day of MARCH, 2000, before me, a Notary Public in and for the City of ANNISTON, County of CALHOUN, State of ALABAMA, personally appeared JAMES D. MILLER, known to me to be the GENERAL MANAGER, and known to me to be the person who executed the foregoing instrument on behalf of SAID BOARD, and acknowledged to me that he executed the same as the free act and deed of THE WATER WORKS AND SEWER BOARD OF THE CITY OF ANNISTON.

Witness my hand and official seal.




Notary Public

My commission expires 11/10/2001

EXHIBIT 1

SEE

PLAT BOOK DD

PAGE 67-A

EXHIBIT 2

SEE

PLAT BOOK DD

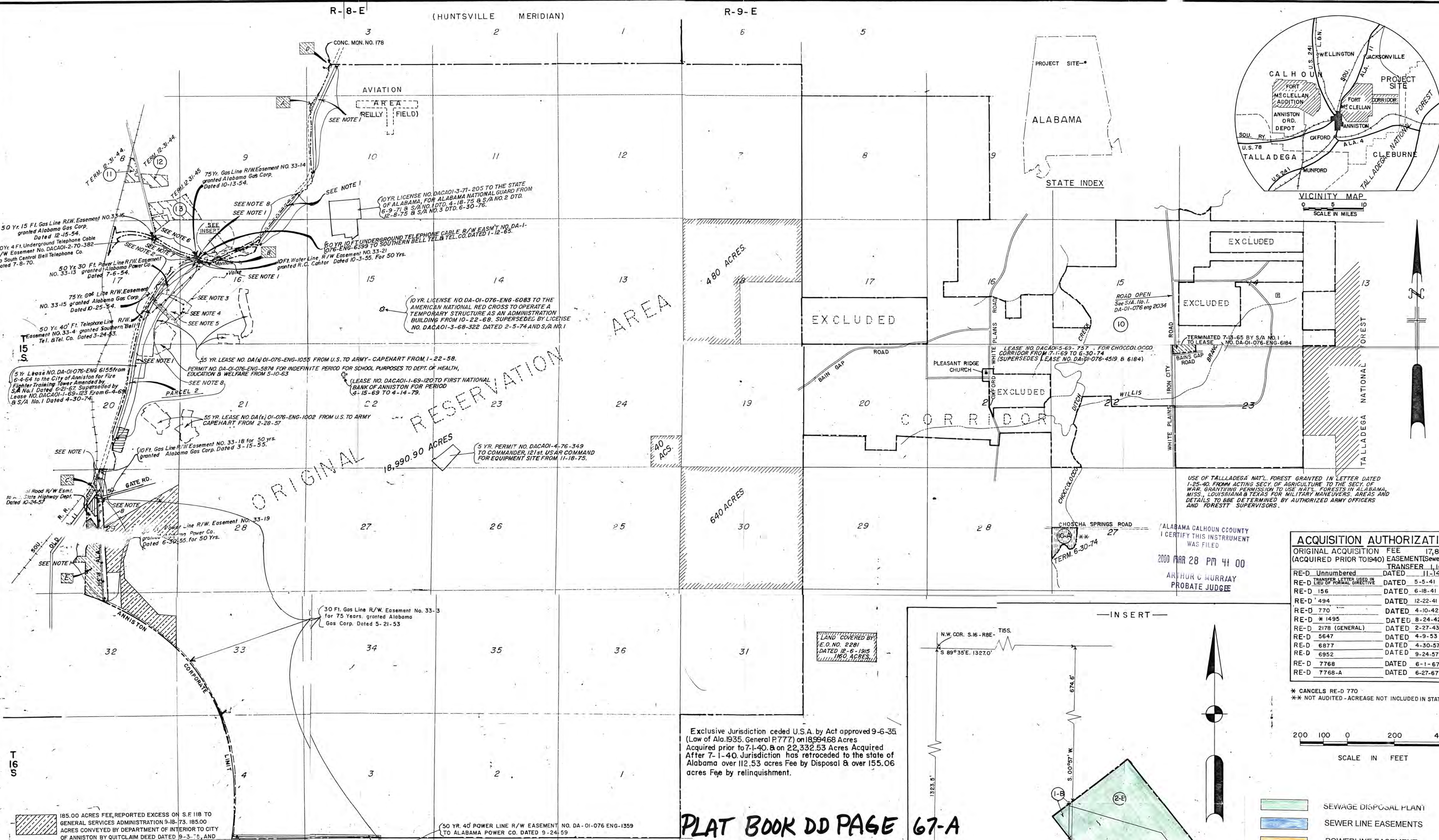
PAGE 67-B

EXHIBIT 3

SEE

PLAT BOOK DD

PAGE 67-C



FINAL PROJECT MAP
(TYPE OF MAP)
STATE ALABAMA
COUNTY CALHOUN
DIVISION SOUTH ATLANTIC
ARMY AREA SECOND

0.5 MILES N.E. OF ANNISTON
MILES OF

TRANSPORTATION FACILITIES
SOUTHERN - L. & N. RAILROAD
4 - 11 STATE ROAD
78 - 431 FEDERAL ROAD
AIRLINE

ACQUISITION
TOTAL ACRES IN PROJECT 45,907.45
ACRES FEE (ACQUIRED PRIOR TO 1940) 17,834.68
ACRES FEE (ACQUIRED AFTER 1940) 28,072.77
ACRES LEASED TO W.D. 4,578.48
ACRES TRANSFERRED (PRIOR TO 1940) P.D. 1,160.00
ACRES TRANSFERRED (AFTER 1940) FEE 160.00
ACRES LESSER INTS. (ACQUIRED PRIOR TO 1940) 0.60
ACRES LESSER INTS. (ACQUIRED AFTER 1940) LICENSE 0.03
ADDITIONAL 0.04 AC. MERGED INTO FEE TRACT NO. 2-B EASEMENT 0.33

DISPOSALS
TOTAL ACRES DISPOSED OF 368.31
ACRES TRANSFERRED
ACRES LEASES TERMINATED 70.78
ACRES SOLD FEE 46.77
ACRES REPORTED TO G.S.A. FEE 250.76
LEGEND

RESERVATION LINE
STATE OR PROVINCE LINE
COUNTY LINE
CIVIL DISTRICT PRECINCT
LAND-GRANT LINE
CITY, VILLAGE, OR BOROUGH
CEMETERY, SMALL PARK, ETC.
TOWNSHIP LINE
SECTION LINE
AVIGATION EASEMENT
FEE SIMPLE

ACQUISITION AUTHORIZATION

| | |
|--------------------------|-------------------|
| ORIGINAL ACQUISITION FEE | 17,834.68 |
| ACQUIRED PRIOR TO 1940 | EASEMENTS 10.64 |
| | TRANSFER 1,160.00 |
| RE-D 156 | DATED 5-5-41 |
| RE-D 156 | DATED 6-18-41 |
| RE-D 1494 | DATED 12-22-41 |
| RE-D 770 | DATED 4-10-42 |
| RE-D 1495 | DATED 8-24-42 |
| RE-D 2178 (GENERAL) | DATED 2-27-43 |
| RE-D 5647 | DATED 4-9-53 |
| RE-D 6877 | DATED 4-30-57 |
| RE-D 6952 | DATED 9-24-57 |
| RE-D 7768 | DATED 6-1-67 |
| RE-D 7768-A | DATED 6-27-67 |

* CANCELS RE-D 770
** NOT AUDITED - ACRES NOT INCLUDED IN STATISTICS.

200 100 0 200 400
SCALE IN FEET

SEWAGE DISPOSAL PLANT
SEWER LINE EASEMENTS
POWERLINE EASEMENT

PLAT BOOK DD PAGE 67-A

185.00 ACRES FEE REPORTED EXCESS ON S.F. 118 TO GENERAL SERVICES ADMINISTRATION 9-18-73. 185.00 ACRES CONVEYED BY DEPARTMENT OF INTERIOR TO CITY OF ANNISTON BY QUITCLAIM DEED DATED 9-3-75, AND DEED OF CORRECTION DATED 6-10-76, RESERVING TO U.S.A. ALL OIL, GAS & OTHER MINERALS.

2.13 ACRES CONVEYED TO RUFUS C. ECHOLS BY QUIT CLAIM DEED, DATED 12-9-52.

0.07 ACRES CONVEYED TO R.C. CANTOR BY QUIT CLAIM DEED, DATED 12-9-52.

2.36 ACRES CONVEYED TO HODGES & COMPANY, INC. BY QUIT CLAIM DEED, DATED 12-9-52.

0.21 ACRES CONVEYED TO H.W. FULWIDER BY QUIT CLAIM DEED, DATED 7-6-53.

NOTE: OTHER DISPOSALS SUBSEQUENT TO 7-6-53 SHOWN ON SHEET 2.

38.50 ACRES CONVEYED TO CITY OF ANNISTON, ALABAMA. (Public Law 293) BY QUIT CLAIM DEED, DATED 8-27-56.

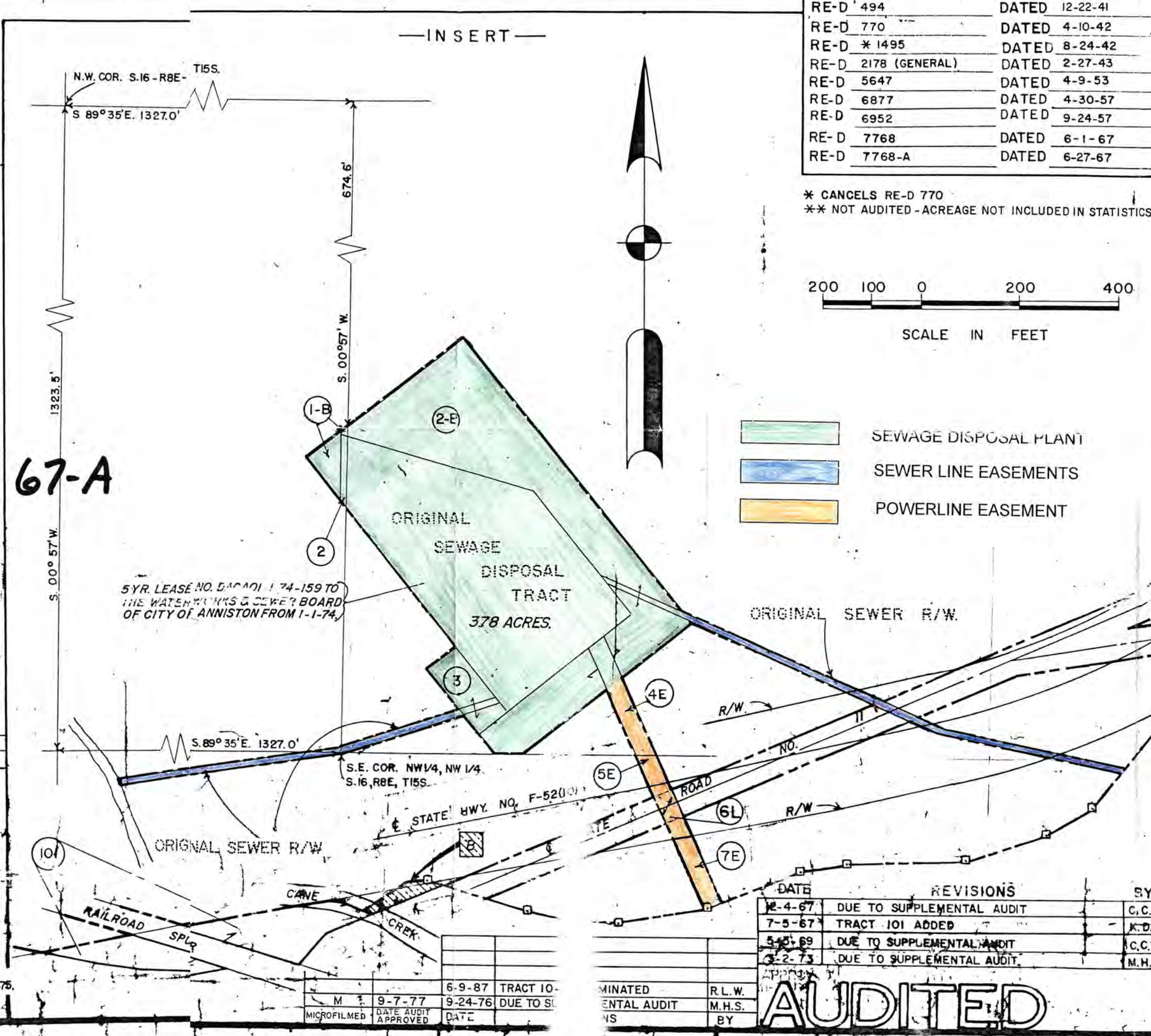
3.50 ACRES CONVEYED TO GEORGE N. MEREDITH POST NO. 924, VETERANS OF FOREIGN WARS OF THE UNITED STATES BY QUITCLAIM DEED DATED 11-12-58.

3.76 ACRES, FEE, REPORTED EXCESS ON STANDARD FORM 118 TO GENERAL SERVICES ADMINISTRATION 10 DECEMBER 1970. 3.76 ACRES CONVEYED BY DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE TO THE COUNTY BOARD OF EDUCATION OF CALHOUN COUNTY ALABAMA BY QUITCLAIM DEED DATED 7 FEBRUARY 1972.

9.50 ACRES, FEE, REPORTED EXCESS ON STANDARD FORM 118 TO GENERAL SERVICES ADMINISTRATION 16 JUNE 1971. 9.50 ACRES CONVEYED BY DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE TO CALHOUN COUNTY COMMISSION BY QUITCLAIM DEED DATED 7 FEBRUARY 1972.

ACQUISITION TRACT REGISTER

| TRACT NO. | LAND OWNER | LICENSE | ACREAGE | REMARKS |
|-----------|-------------------------|---------|---------|--|
| 1-B | E. M. ORR | 0.10 | | D/T FILED 5-27-43 B 3-1-44 |
| 2 | E. M. ORR | 0.02 | | " " " " 10-23-41 |
| 2-B | GEORGE W. CAIN ESTATE | 2.93 | | " " " " 10-23-41 B 3-1-44 |
| 3 | W. C. CAIN, ET AL. | 0.25 | | " " " " 10-23-41 |
| 4-E | W. C. CAIN, ET AL. | | 0.17 | PERF POWER LINE R/W EASEMENT FROM 10-23-41 |
| 5-E | MARIE L. BURKE | | 0.08 | PERF POWER LINE R/W EASEMENT FROM 10-23-41 |
| 6-L | STATE HIGHWAY DEPT. | 0.03 | | " " " " EASEMENT FROM 10-23-41 |
| 7-E | N. B. KILGORE | | 0.11 | " " " " EASEMENT FROM 10-23-41 |
| 10-A | STATE OF ALABAMA | | 4496.78 | DACA01-5-69-757, SUPERSEDES DA-01-076-ENG-6184 |
| 10-A | STATE OF ALABAMA | | 2000 | DACA01-5-69-757 |
| 11 | MATTIE W. JONES | | 10.80 | W-09-026 ENG 1770 (TERMINATED 18-31-44) |
| 12 | JULIA S. REYNOLDS | | 12.00 | W-09-026 ENG 1772 |
| 13 | DEWEY W. VINCENT, ET UX | | 38.90 | W-09-026 ENG 3214 " " " " 18-31-45 |
| 101 | R.C. CANTOR | | 0.80 | DEED DATED 8-7-67 |



WAR DEPARTMENT, O.C.E.
CONSTRUCTION DIVISION
REAL ESTATE
FORT MCLELLAN
MILITARY RESERVATION

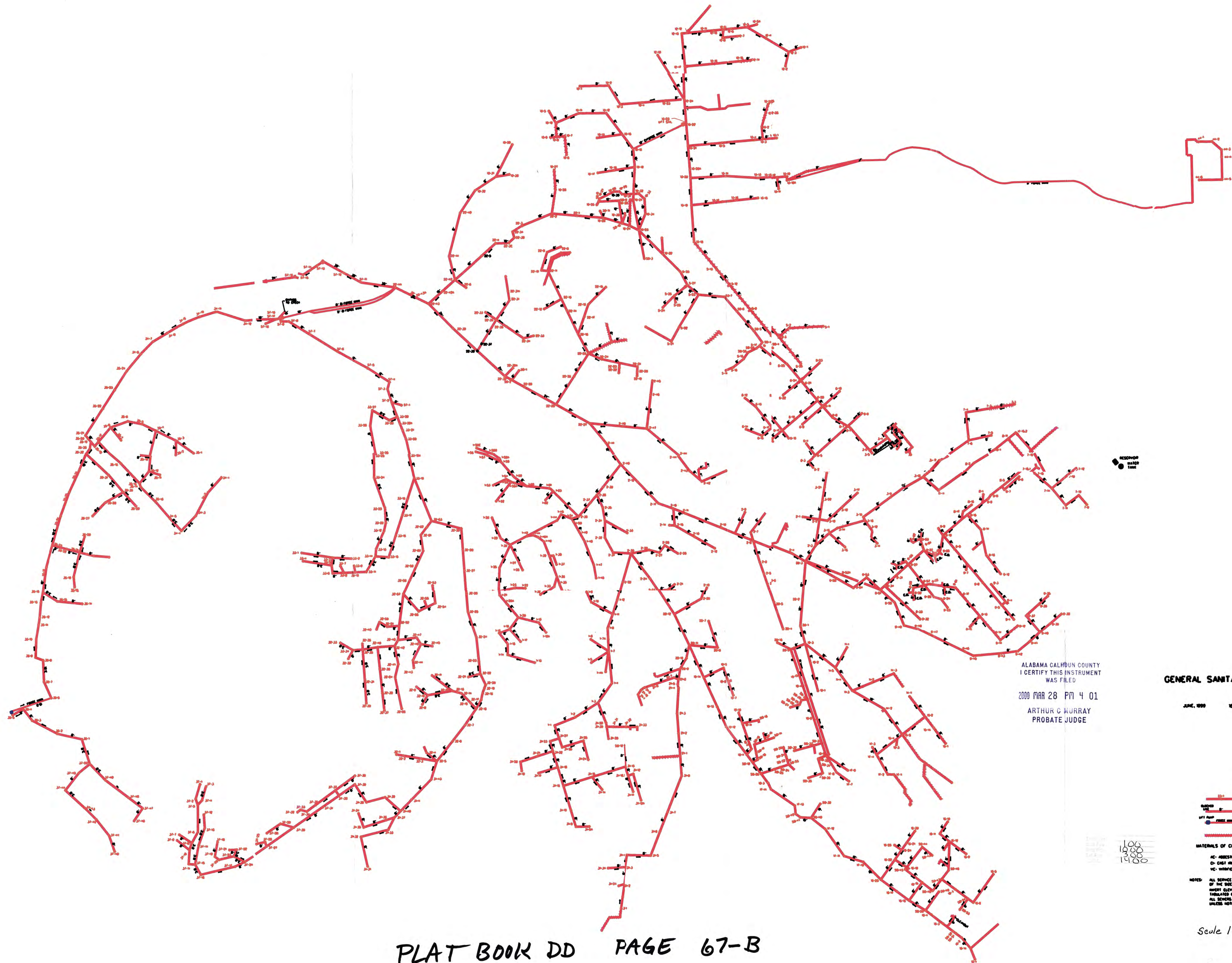
RECOMMENDED: *Joe B. Smith* DATE 4/7/44
APPROVED: *R. B. Smith* DATE 11/5/44
BRIG. GEN., DIVISION ENGINEER

COMPILED: H.M.P. TRACED H.M.P. CHECKED: *Ed*
10-20744

DATE REVISIONS
7-25-47 H.M.P. DUE TO FINAL AUDIT
11-28-49 H.M.P. FEE TRANSFERRED ACRES OF ORIGINAL AREA CORRECTED
5-11-55 H.M.P. DUE TO SUPPLEMENTAL AUDIT
10-22-56 H.M.P. DISPOSITION OF BARCEL "E" SHOWN
9-25-59 J.F.S. DUE TO SUPPLEMENTAL AUDIT
7-15-68 C.C.T. SUPPLEMENTAL AUDIT

DATE REVISIONS
7-25-47 H.M.P. DUE TO FINAL AUDIT
11-28-49 H.M.P. FEE TRANSFERRED ACRES OF ORIGINAL AREA CORRECTED
5-11-55 H.M.P. DUE TO SUPPLEMENTAL AUDIT
10-22-56 H.M.P. DISPOSITION OF BARCEL "E" SHOWN
9-25-59 J.F.S. DUE TO SUPPLEMENTAL AUDIT
7-15-68 C.C.T. SUPPLEMENTAL AUDIT

SHEET 1 OF 2 DRAWING NO. 2979-9



ALABAMA CALHOUN COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED
2000 MAR 28 PM 4 01
ARTHUR C MURRAY
PROBATE JUDGE

GENERAL SANITARY SEWER MAP

JUNE, 1999 10-02-10

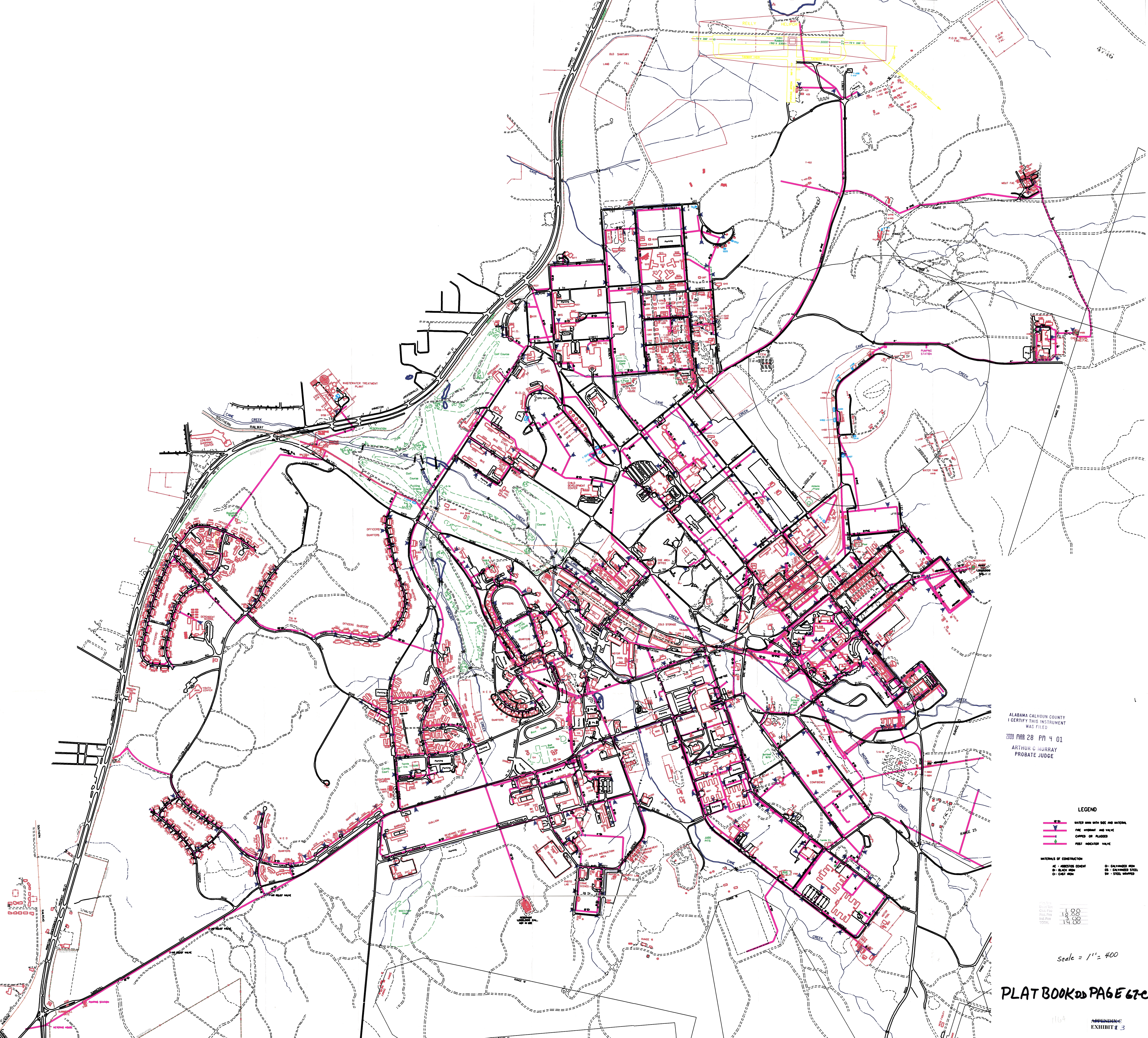
LEGEND

- MANHOLE
- SANITARY SEWER MAIN
- FORCE MAIN
- ABANDONED LINE

MATERIALS OF CONSTRUCTION
AC - ASBESTOS CEMENT
DC - CAST IRON
VC - VIBRATED CLAY
RC - REINFORCED CONCRETE
SC - STEEL
CC - CONCRETE

NOTES: ALL SERVICE CONNECTIONS ARE 8" PVC REGARDLESS
OF THE SIZE OF PIPE IN BUILDING.
HIGHEST ELEVATIONS OF SANITARY SEWER STRUCTURES
TABULATED ON SHEET 10-A AND 10-B.
ALL STRUCTURES SHOWN ARE VIBRATED CLAY (VCI) PIPE
UNLESS NOTED OTHERWISE.

Scale 1" = 600'



ALABAMA CALHOUN COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED
2000 MAR 28 PM 4 01
ARTHUR C MURRAY
PROBATE JUDGE

- LEGEND
- WATER MAIN WITH SEE AND INTERNAL
 - FIRE HYDRANT AND VALVE
 - CAPPED OR PLUGGED
 - POST INDICATOR VALVE
- MATERIALS OF CONSTRUCTION
- AC - ASPHALT CEMENT
 - CB - GALVANIZED STEEL
 - CM - CAST IRON
 - CS - GALVANIZED STEEL
 - SM - STEEL SHAPES

Scale = 1" = 400'

PLAT BOOK 23 PAGE 67C

Date Printed: Monday, March 05, 2000
HARC - Location Order

BOOK 2141 PAGE 251

EXHIBIT 4

Primary Hand Receipt

Hand/Receipt: TE-1

Activity: O-TECH

Holder: DEWEY PARKER

| SPES: Bar Code: MIX: | Stock #: | Line #: | Serial #: | Item Description: | Remarks: | QTY: | BLDG: | Room: | PDC: | CC: | Value: | Total Val: | PRV: |
|----------------------------|----------|---------|-----------------|--------------------|----------|------|-------|-------|------|-----|------------|------------|----------|
| No 50265 X 4110010290382 | | | | REFRIGERATOR | | 1 | 5700 | 1 | WTP | O-2 | \$700.00 | \$700.00 | \$231.00 |
| No 50264 X 3610006826133 | | | | DRYER ELEC | | 1 | 5700 | 1 | WTP | O-2 | \$365.00 | \$365.00 | \$120.45 |
| No 50261 X 7110001041038 | | | | DESK WOOD DBL PED | | 1 | 5700 | 1 | WTP | O-2 | \$265.00 | \$265.00 | \$87.45 |
| No 50262 X 7110001136164 | | | | DESK METAL SP | | 1 | 5700 | 1 | WTP | O-2 | \$166.00 | \$166.00 | \$64.68 |
| No 50263 X 7110001430632 | | | | DESK METAL DBL PED | | 1 | 5700 | 1 | WTP | O-2 | \$450.00 | \$450.00 | \$143.50 |
| No 50259 X 7110002738791 | | | | CHAIR ROT WID ARMS | | 1 | 5700 | 1 | WTP | O-2 | \$233.00 | \$233.00 | \$76.88 |
| No 63268 X 7110002738783 | | | | CHAIR ROT WARMIS | | 1 | 5700 | 1 | WTP | O-2 | \$63.00 | \$63.00 | \$20.78 |
| No 50276 X 4110010547111 | | | | REFRIGERATOR | | 1 | 5700 | 1 | WTP | O-2 | \$800.00 | \$800.00 | \$198.00 |
| No 50280 X 7110002738783 | | | | CHAIR ROT WARMIS | | 1 | 5700 | 1 | WTP | O-2 | \$63.00 | \$63.00 | \$20.78 |
| No 50258 X 7110001941611 | | | | CHAIR DRAFTING | | 1 | 5700 | 1 | WTP | O-2 | \$54.80 | \$54.80 | \$17.82 |
| No 50278 X 664001T540109 | | | | TIMMER | | 1 | 5700 | 1 | WTP | O-2 | \$25.00 | \$25.00 | \$8.25 |
| No 50277 X 3510009826125 | | | | WASHER ELEC | | 1 | 5700 | 1 | WTP | O-2 | \$385.00 | \$385.00 | \$127.06 |
| No 50257 X 7320010264064 | | | | WASHER DISH | | 1 | 5700 | 1 | WTP | O-2 | \$250.00 | \$250.00 | \$82.50 |
| Yes 87457 N 461001T570107 | | 56580N | 980600010033 | SPECTROPHOTOMETER | | 1 | 5700 | 1 | WTP | O-2 | \$1,565.00 | \$1,565.00 | \$528.35 |
| Yes 87458 N 461001T570108 | | 56580N | 980708017922 | REACTOR, COD | | 1 | 5700 | 1 | WTP | O-2 | \$520.00 | \$520.00 | \$171.00 |
| Yes 120331 N 454001T570106 | | 63002N | 167298-07681437 | WASHER PRESSURE | | 1 | 5700 | 1 | WTP | O-2 | \$1,650.00 | \$1,650.00 | \$567.70 |
| No 26312 N 375001T569413 | | 98195N | OL127R38042 | TRIMMER | | 1 | 5700 | 1 | WTP | O-2 | \$748.00 | \$748.00 | \$247.17 |
| No 28259 N 667001T540092 | | BX0068 | | HOUSING ANALYTICAL | | 1 | 5700 | 1 | WTP | O-2 | \$400.00 | \$400.00 | \$132.00 |
| No 28298 N 664001T540101 | | BX0068 | | GAS IONIZATION | | 1 | 5700 | 1 | WTP | O-2 | \$2,508.00 | \$2,508.00 | \$835.00 |
| No 27396 N 664001T540090 | | BX0068 | | FILTER | | 1 | 5700 | 1 | WTP | O-2 | \$175.00 | \$175.00 | \$57.75 |
| No 28263 N 664001T540095 | | BX0068 | | ELECTRICO | | 1 | 5700 | 1 | WTP | O-2 | \$250.00 | \$250.00 | \$82.50 |
| No 28306 N 664001T540110 | | BX0068 | | CONDUCTIVITY | | 1 | 5700 | 1 | WTP | O-2 | \$100.00 | \$100.00 | \$33.00 |
| No 28280 N 664001T540093 | | BX0068 | | CENT-O-GRAM | | 1 | 5700 | 1 | WTP | O-2 | \$200.00 | \$200.00 | \$66.00 |
| No 31113 N 664001T540098 | | BX0068 | | MICROSCOPE | | 1 | 5700 | 1 | WTP | O-2 | \$600.00 | \$600.00 | \$198.00 |
| No 28262 N 664001T540095 | | BX0068 | | CENTRIFUGE | | 1 | 5700 | 1 | WTP | O-2 | \$500.00 | \$500.00 | \$165.00 |

Date Printed: Monday, March 06, 2000
Initials - Location Order

Primary Hand Receipt

Hand/Receipt: TE-1

Activity: O-TECH

Holder: DEWEY PARKER

SPES: Bar Code: N/A:

Line #:

Stock #:

Serial #:

Item Description:

Remarks:

QTY:

BLDG:

Room:

PDC:

CC:

Value:

Total Val:

FREV:

| | | | | | |
|----|-------|---|---------------|--------|--|
| No | 28261 | N | 664001T540094 | BX0068 | |
| No | 28284 | N | 664001T540097 | BX0068 | |
| No | 28307 | N | 664001T540111 | BX0068 | |
| No | 28301 | N | 664001T540104 | BX0068 | |
| No | 28308 | N | 664001T540112 | BX0068 | |
| No | 28302 | N | 664001T540105 | BX0068 | |
| No | 28299 | N | 664001T540102 | BX0068 | |
| No | 28304 | N | 664001T540107 | BX0068 | |
| No | 28303 | N | 664001T540106 | BX0068 | |
| No | 28309 | N | 664001T540115 | BX0068 | |
| No | 31115 | N | 664001T540100 | BX0068 | |
| No | 31114 | N | 664001T540099 | BX0068 | |
| No | 28300 | N | 664001T540103 | BX0068 | |
| No | 28258 | N | 664001T540091 | BX0068 | |
| No | 28305 | N | 664001T540108 | BX0068 | |
| No | 28310 | N | 664001T540113 | C80001 | |
| No | 28311 | N | 707001T540114 | C80005 | |
| No | 27195 | N | 2420001778888 | W88613 | |

BLENDER
PLATE HOT
STIRrer
STERILIZER STEAM
STERILIZER STEAM
SPECTROPHOTOMETER
PUMP VACUUM
PROBE
INCUBATOR
PHOTOMETER
OVER GRAVITY
MUFFLE FURNACE
METER PH
BALANCE
INCUBATOR
MONITOR COLOR
COMPUTER
TRACTOR

Records: 43

Total Value: \$31,028.00

DEWEY PARKER

Rank

Date

ALABAMA CALHOUN COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED

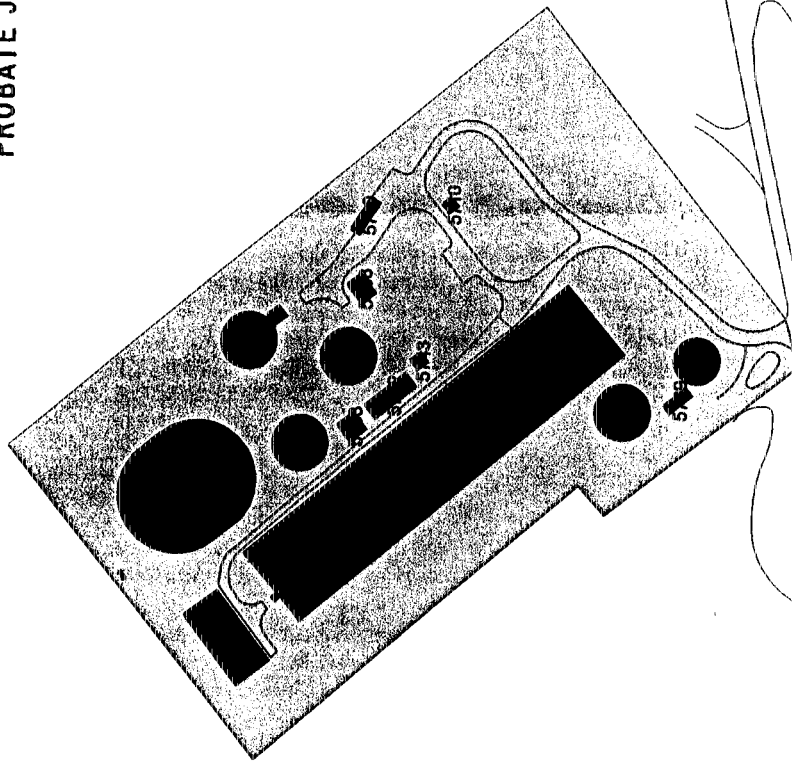
2000 MAR 28 PM 3 54

ARTHUR C MURRAY
PROBATE JUDGE

STATE OF ALABAMA, CALHOUN COUNTY
I hereby certify that no Use Tax has been
collected on this instrument.
Arthur C. Murray
Judge of Probate
"NO TAX COLLECTED"

BOOK 2141 PAGE 253

| | |
|--------------|-------|
| Reg. Tax | 1.00 |
| Coal Tax | 55.00 |
| Rec. Fee | 3.00 |
| Ind. Fee | 59.00 |
| TOTAL | |



Roost area
under bridges

WWTP
As of:
5 January 2000

LEGEND

- Roads
- Buildings
- Streams
- Railroads

- Grayhat foraging areas
- Low
- Med
- Waste water treatment plant



0 58 116 174 232 Feet

U.S. Army Garrison
Fort McClellan, Alabama



WWTP

As of:
5 January 2000

LEGEND

- Roads
- Buildings
- Streams
- Railroads

Graybat foraging areas

- Low
- Mod

- Waste water treatment plant

Roost area
under bridges



0 58 116 174 232 Feet

U.S. Army Garrison
Fort McClellan, Alabama



APPENDIX A
EXHIBIT #5