

THIS INSTRUMENT PREPARED BY:
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P.O. Box 2288
Mobile, Alabama 36628-0001

STATE OF ALABAMA)

COUNTY OF CALHOUN)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY (the "ARMY"), under and pursuant to the National Defense Authorization Act in Fiscal Years 1992 and 1993 (P.L. 102-190) and to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 as amended, hereinafter referred to as Grantor, and the Ft. McClellan Credit Union, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Sec. 2825 of P.L. 102-190 authorizes the Secretary to convey all right, title, and interest of the United States in a facility located on that installation to a credit union that (a) conducts business in the facility; and (b) constructed or substantially renovated the facility using funds of the credit union and;

WHEREAS, by letter dated June 23, 1999 the Fort McClellan Credit Union requested that the Credit Union Building 1122 and underlying land and the land underlying the Money-Minder Automated Teller Machine (ATM) be conveyed to the Credit Union under the authority of Section 2825 of P.L. 102-190 and the letter further stated that the Credit Union conducts business in both of these facilities and has constructed and/or made substantial renovations to these facilities;

NOW, THEREFORE, the Grantor, for and in consideration of the sum of thirty-nine thousand (\$39,000), cash in hand, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE, and forever QUITCLAIM unto the Grantee and its assigns, all of its right, title, and interest in and to all that tract or parcel described as follows:

A parcel of land located in the Southeast ¼ of the Northeast ¼ of Section 22, Township 15 South, Range 8 East, Calhoun County, Alabama, being more particularly described as follows:

Beginning at the centerline intersection of McArthur Avenue and 22nd street, said point being 1170 feet, more or less, South of and 1185 feet, more or less, West of the North and East line of Section 22, Township 15 South, Range 8 East, said point at plane coordinate position, NORTH 1168326.56 FEET and EAST 515714.80 FEET, base on Transverse Mercator Projection, Alabama East Zone, NAD '27: thence North 56 degrees 40 minutes East along the centerline of 22nd Street, a distance of 131.77 feet to an iron pin: thence North 33 degrees 40 minutes West, a distance of 359.56 feet to an iron pin: thence South 56 degrees 40 minutes West, a distance of 126.78 feet to an iron pin in the center of McArthur Avenue: thence South 32 degrees 52 minutes East along said centerline, a distance of 359.58 feet to the Point of Beginning of the above described parcel. Said Parcel contains 1.07 Acres more or less, LESS AND EXCEPT, Road Right of Ways, of approximately 0.11 Acres.

= 0.96

correct amount

Also conveyed herein as part of the consideration mentioned above is a perpetual easement for the constructing, operating, maintenance, repairing and replacing an automated teller machine on the following described Property:

A parcel of land 10 feet by 16 feet consisting of 0.01 Acres of land on which the ATM building is located adjacent to the Post Exchange/Commissary Shopping Center on an island north of the Post Office Building, as shown in red on the attached Exhibit A, along with the right of ingress and egress.

This easement may be terminated by the underlying fee owner upon 90 days written notice for non-use for a period of two (2) years or for abandonment.

SUBJECT, HOWEVER to all existing easements, or those subsequently granted for established lines and access routes for roadways and utilities located on the Property.

TO HAVE AND TO HOLD the hereinbefore described Property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. LEAD-BASED PAINT WARNING AND COVENANT

a. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead form paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce a permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms.

b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Grantee. Additionally, the Finding of Suitability to Transfer (FOST) has been provided to the Grantee. The Grantee has been provided with a copy of the federally approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in the paragraph.

c. A risk assessment of inspection by the Grantee, its successors and assigns, for possible lead-based paint hazards is recommended prior to the transfer of the Property. The Grantee, its successors and assigns, acknowledge that they have received the opportunity to conduct a risk assessment of inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the transfer.

d. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph 1 above, without complying with the section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead based paint hazards. Prior to permitting the

occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a Risk Assessment if more than 12 months has elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph 1, above, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 Residential Real Property, as defined in paragraph 1, above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as Residential Real Property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the Residential Real Property; and (8) Send a copy of the clearance documentation to the Grantor.

In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the Property for residential purposes. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

e. The Army assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors and assigns, sublessees 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 Property containing lead-based paint. The Grantee, its successors and assigns, further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions liabilities, judgments, costs and attorneys' 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 lead-based paint or lead-based paint hazards on the Property if used for residential purpose. The obligation of the Grantee, its successors and assigns, shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

2. NOTICE OF THE POTENTIAL FOR PRESENCE OF POLYCHLORINATED
BIPHENYL (PCB) AND COVENANT

a. PCB's have been used widely as nonflammable insulating fluid in transformers, capacitors, and other electrical equipment like fluorescent light ballast. PCB's are harmful because once released into the environment they are persistent (do not breakdown into other chemicals) and bio-accumulate in organisms throughout the environment. EPA considers PCB's to be possible cancer-causing chemicals. PCB's at concentrations of 50 ppm or greater, when removed from service, must be stored and disposed according to regulations published in 40 CFR Part 761 Subpart D.

b. The Grantee is hereby informed that fluorescent light ballasts containing PCB's may be present on the Property. These ballasts do not currently pose a threat to human health or the environment and are presently in full compliance with applicable laws and regulations. The Grantee agrees that its continued possession, use and management of the ballasts (PCB equipment) will be in compliance with all applicable laws relating to PCBs and PCB equipment and that the Army 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 of any activity causing or leading to contact of any kind whatsoever with PCB equipment. The Grantee agrees to be responsible for any remediation of PCBs found to be necessary on the Property resulting from its use or possession thereof.

3. ACCESS CLAUSE

The Government, Environmental Protection Agency (EPA) and Alabama Department of Environmental (ADEM) and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Grantee, to enter upon the Property in any case in which a response action or corrective action is found to be necessary after the date of transfer of the Property or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following purposes:

a. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testing-pitting, test soil borings and other activities related to the Fort McClellan ERP;

b. To inspect field activities of the Government and its contractors and subcontractors in implementing the Fort McClellan ERP.

c. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the transferred Property or to verify any data submitted to the EPA or ADEM by the Government relating to such conditions;

d. To construct, operate, maintain or undertake any other response or remedial actions as required or necessary under the Fort McClellan IRP including, but not limited to, monitoring wells, pumping wells and treatment facilities.

4. CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE

These restrictions and covenants are binding on the Grantee, its successors and assigns; and shall run with the land; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the United States; and shall further the common environmental objectives of the United States and the State of Alabama; and are therefore enforceable by the United States Government and the State of Alabama.

5. INCLUSION OF PROVISIONS

The person or entity to whom the Property is transferred 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 such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

6. NO LIABILITY FOR NON-ARMY CONTAMINATION

The Army shall not incur liability for response action or corrective action found to be necessary after the date of transfer, in any case, in which the person or entity to whom the Property is transferred, or other non-Army entities is identified as the party responsible for contamination of the Property.

7. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT

Pursuant to Sections 120 (h) (4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified, in the Finding of Suitability of Transfer (FOST), dated April 4, 2000, 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 in 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 Grantor.

b. This covenant shall not apply in any case in which a person or entity to whom all or a portion of the Property is transferred is a potentially responsible party with respect of the Property.

c. The Grantor 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 Grantor shall give the Grantee, or the then record owner, reasonable prior notice. Grantee agrees that, notwithstanding any other provisions of the Deed, the Grantor 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 Grantor under this paragraph. The Grantee, the then record owner, and any other person, shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

8. In conveying the Property, the United States recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee as provided for in Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under the law.

TO HAVE AND TO HOLD the above-described land with all and singular the privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said part of the Grantee, and its assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 19th day of September, 2000.

UNITED STATES OF AMERICA

By Paul W. Johnson
Paul W. Johnson
Deputy Assistant Secretary of the Army (I&H)

Signed, Sealed and Delivered
In the presence of:

Witness: W T Binsley

Witness: James W. White

COMMONWEALTH OF VIRGINIA)

COUNTY OF ARLINGTON) ss:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November, 2000, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 19th day of September, 2000, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper
NOTARY PUBLIC



EXHIBIT A to Quitclaim Deed