

JUL 23 2001 11:45AM

CENTER FOR DOMESTIC PREPAREDNESS

NO.603

P.2/14



U.S. Department of Justice

Office of Justice Programs

**COPY**

Office of the Assistant Attorney General

Washington, D.C. 20531

July 17, 2001

Paul W. Johnson  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
110 Army Pentagon  
Washington, DC 20310-0110

Dear Mr. Johnson:

Enclosed please find an executed copy of the transfer documentation concerning Fort McClellan, Alabama. I appreciate your assistance in consummating this transfer.

Sincerely,

Mary Lou Leary  
Acting Assistant Attorney General

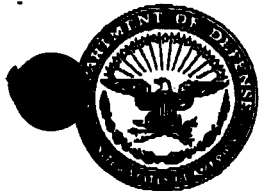
enclosure (1)

JUL.23.2001 11:45AM

CENTER FOR DOMESTIC PREPAREDNESS

NO.603

P.3/14



DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
INSTALLATIONS AND ENVIRONMENT  
110 ARMY PENTAGON  
WASHINGTON DC 20310-0110

05 JUL 2001

The Honorable Mary Lou Leary  
Acting Assistant Attorney General  
Office of Justice Programs  
Department of Justice  
810 7<sup>th</sup> Street NW  
Washington, DC 20531

Dear Madam Assistant Attorney General:

Pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, Public Law 102-510, as amended, and in accordance with the Federal Property and Administrative Services Act of 1949, as amended (41 CFR 101-47.203-7), and subsequent delegation from the Administrator of the General Services Administration to the Office of the Secretary of Defense and re-delegations to the Deputy Assistant Secretary of the Army (I&H), I hereby transfer to the Department of Justice (DOJ), subject to the conditions of the transfer, all remaining jurisdiction, custody and control of the hereinafter described land and improvements (the property) at the site of the former Fort McClellan, Alabama, more particularly described as follows:

TRACT NO. 1 (F1.1)

A certain parcel of land located in Sections 10 and 15, Township 15 South, Range 8 East; said parcel being more particularly described as follows: Beginning at a point on the North boundary of the Fort McClellan Military Reservation, said point also being the Northeast corner of the S1/2 of SE1/4 of said Section 3; thence South 00 degrees 03 min. 29 sec. West along the East line of said quarter 2321.56 ft. to the intersection of said East line of quarter with the centerline of 10th Street; thence Southerly along the irregular meanderings of said centerline of 10th Street as follows: South 00 degrees 58 min. 12 sec. East 1218.06 ft.; South 03 degrees 37 min. 15 sec. West 304.06 ft.; South 16 degrees 27 min. 24 sec. West 245.21 ft.; South 20 degrees 17 min. 27 sec. West 224.88 ft.; South 15 degrees 45 min. 05 sec. West 418.17 ft.; South 12 degrees 15 min. 07 sec. West 197.64 ft.; South 15 degrees 53 min. 12 sec. West 422.99 ft.; South 22 degrees 39 min. 37 sec. West 260.46 ft.; South 26 degrees 10 min. 57 sec. West 236.12 ft.; South 29 degrees 09 min. 39 sec. West 261.59 ft.; South 33 degrees 05 min. 32 sec. West 178.14 ft.; South 38 degrees 20 min. 52 sec. West 264.33 ft.; South 43 degrees 49 min. 42 sec. West 373.13 ft.; South 58 degrees 40 min 52 sec. West 282.14 ft.; South 71 degrees 29 min 23 sec. West 549.00 ft.; South 58 degrees 05 min. 31 sec. West 277.45 ft.; South 51 degrees 44 min. 02 sec. West 840.19 ft. to the intersection of said centerline with the centerline of 3rd Avenue; thence South 51 degrees 48 min. 07 sec. West 868.39 ft. to the intersection of said centerline of 10th Street with the West ROW line of 4th Avenue, if extended: thence North. 36 degrees 19 min. 32 sec. West along said West ROW line, if extended, 40.01 ft.; thence North 38 degrees 09 min. 43 sec. West 424.85 ft.; thence



North 31 degrees 20 min. 08 sec. West a chord length of 186.67 ft.; thence North 36 degrees 49 min. 55 sec. West 93.89 ft. to the true point of beginning of the hereafter described Tract B; thence North 48 degrees 00 min. 14 sec. West 423.48 ft.; thence North 47 degrees 59 min. 56 sec. West 76.52 ft.; thence South 13 degrees 00 min. 49 sec. West 53.68 ft.; thence South 37 degrees 03 min. 23 sec. West 91.91 ft.; thence South 52 degrees 16 min. 54 sec. West 180.26 ft.; thence North 38 degrees 14 min. 05 sec. West 314.28 ft.; thence North 34 degrees 40 min. 09 sec. West 117.65 ft.; thence North 31 degrees 07 min. 19 sec. West 130.23 ft.; thence South 80 degrees 35 min. 26 sec. East 101.13 ft.; thence North 16 degrees 03 min. 40 sec. East 3.78 ft.; thence North 52 degrees 14 min. 30 sec. East 22.06 ft.; thence North 03 degrees 32 min. 58 sec. West 18.05 ft.; thence South 86 degrees 27 min. 02 sec. West 5.80 ft.; thence North 03 degrees 32 min. 58 sec. West 79.52 ft.; thence North 85 degrees 44 min. 46 sec. East 4.02 ft.; thence North 05 degrees 04 min. 44 sec. West 70.45 ft.; thence North 85 degrees 34 min. 11 sec. East 21.00 ft.; thence North 48 degrees 04 min. 16 sec. East 9.24 ft.; thence North 04 degrees 25 min. 49 sec. West 22.38 ft.; thence North 85 degrees 34 min. 11 sec. East 88.66 ft.; thence North 05 degrees 03 min. 55 sec. West 204.08 ft. to the South ROW line of Militia Road; thence North 85 degrees 21 min. 51 sec. East along said ROW line 315.74 ft.; thence South 04 degrees 37 min. 58 sec. East 97.38 ft.; thence North 85 degrees 21 min. 50 sec. East 318.01 ft.; thence South 04 degrees 36 min. 15 sec. East 767.46 ft.; thence South 03 degrees 02 min. 42 sec. East 89.76 ft.; thence South 31 degrees 10 min. 47 sec. West 32.16 ft. to the true point of beginning. Containing 12.29 acres, more or less, including the following improvements:

| Bldg # | Sq Feet | Type Space       |
|--------|---------|------------------|
| 1081   | 195,135 | Gen Inst Bldg/HQ |

## TRACT NO. 2 (F1.3)

A certain parcel of land located in Sections 11 and 14, Township 15 South, Range 8 East; said parcel being more particularly described as follows: Beginning at a point on the North boundary of the Fort McClellan Military Reservation; said point also being the Northeast corner of the S1/2 of SE1/4 of said Section 3; thence South 00 degrees 03 min. 29 sec. West along the East line of said quarter 2321.56 ft. to the intersection of said East line of quarter with the centerline of Goode Road; thence Southerly along the irregular meanderings of said centerline of Goode Road as follows: South 00 degrees 58 min. 12 sec. East 1218.06 ft.; South 03 degrees 37 min. 15 sec. West 304.06 ft.; South 16 degrees 27 min. 24 sec. West 245.21 ft.; South 20 degrees 17 min. 27 sec. West 224.88 ft.; South 15 degrees 45 min. 05 sec. West 418.17 ft.; South 12 degrees 15 min. 07 sec. West 197.64 ft.; South, 15 degrees 53 min. 12 sec. West 422.99 ft.; South 22 degrees 39 min. 37 sec. West 260.46 ft. South 26 degrees 10 min. 57 sec. West 236.12 ft.; South 29 degrees 09 min. 39 sec. West 261.59 ft. to the true point of beginning of the hereafter described parcel; thence South 33 degrees 05 min. 32 sec. West 178.14 ft.; thence South 27 degrees 45 min. 20 sec. East 44.80 ft. to the Southeast right of way line of Goode Road; thence Easterly along the irregular meanderings of the tree line constituting the hereafter described boundary, as follows: North 84 degrees 19 min. 24 sec. East 153.45 ft.; North 81 degrees 54 min. 58 sec. East 220.98 ft.; South 79 degrees 56 min. 22 sec. East 194.61 ft.; South 68 degrees 41 min. 31 sec. East 98.73 ft.; South 59 degrees 40 min. 04 sec. East 410.90 ft.; South 62 degrees 03 min. 49 sec. East 534.46 ft.; North 85 degrees 45

min. 38 sec. East 245.63 ft.; North 89 degrees 35 min. 15 sec. East 689.47 ft.; South 82 degrees 02 min. 44 sec. East 170.98 ft.; South 57 degrees 14 min. 01 sec. East 348.09 ft.; South 76 degrees 10 min. 29 sec. East 150.70 ft. South 68 degrees 24 min. 36 sec. East 116.44 ft.; South 82 degrees 09 min. 17 sec. East 153.09 ft.; South 87 degrees 12 min. 53 sec. East 377.65 ft.; North 86 degrees 20 min. 20 sec. East 376.95 ft.; South 83 degrees 38 min. 36 sec. East 105.00 ft.; thence North 84 degrees 03 min. 53 sec. East 979.41 ft.; thence North 03 degrees 40 min. 14 sec. West 896.79 ft.; thence South 89 degrees 16 min. 42 sec. West 1229.22 ft.; thence South 00 degrees 43 min. 18 sec. East 855.59 ft. thence South 66 degrees 14 min. 05 sec. West 79.30 ft.; thence Westerly along the irregular meanderings of tree line constituting the hereafter described boundary as follows: South 85 degrees 50 min. 15 sec. West 191.71 ft.; North 81 degrees 31 min. 17 sec. West 495.04 ft.; North 60 degrees 02 min. 30 sec. West 200.75 ft.; North 67 degrees 32 min. 10 sec. West 149.65 ft.; North 58 degrees 44 min. 22 sec. West 228.17 ft.; North 72 degrees 52 min. 00 sec. West 92.79 ft.; North 64 degrees 24 min. 27 sec. West 193.73 ft.; South 89 degrees 40 min. 43 sec. West 237.01 ft.; South 67 degrees 48 min. 18 sec. West 337.35 ft.; North 86 degrees 55 min. 12 sec. West 268.06 ft.; North 70 degrees 36 min. 00 sec. West 150.85 ft.; North 10 degrees 30 min. 49 sec. West 37.68 ft.; North 62 degrees 59 min. 33 sec. West 279.26 ft.; North 66 degrees 32 min. 58 sec. West 92.48 ft.; North 51 degrees 17 min. 34 sec. West 120.83 ft.; North 79 degrees 30 min. 26 sec. West 118.07 ft.; North 51 degrees 07 min. 48 sec. West 102.38 ft.; North 76 degrees 52 min. 38 sec. West 302.82 ft.; North 84 degrees 24 min. 17 sec. West 158.15 ft.; South 89 degrees 35 min. 28 sec. West 179.09 ft.; North 22 degrees 46 min. 41 sec. West 49.01 ft. to the true point of beginning. Containing 37.18 acres, more or less, including the following improvements:

| Bldg# | Sq Feet | Type Space          |
|-------|---------|---------------------|
| 4479  | 4680    | Plant/Utility Bldg  |
| 4480  | 389     | Access Control Fac  |
| 4481  | 15376   | Limit Use Inst      |
| 4482  | 28630   | Gas Chamber         |
| 4483  | 6000    | Refuse/Garbage Bldg |
| 4484  | 7188    | Haz Mat Str Inst    |
| 4485  |         | Water Storage Pot   |
| 4487  | 75      | Shelter             |
| 4486  | 175     | Pumphouse           |
|       | 144     |                     |

TRACT NO. 3 (F 1.6)

A certain parcel of land located in Sections 14, 15, 22 & 23, all in Township 15 South. Range 8 East; said parcel being more particularly described as follows: Beginning at a point on the North boundary of the Fort McClellan Military Reservation; said point also being the Northeast corner of the S1/2 of SE1/4 of said Section 3; thence South 00 degrees 03 min. 29 sec. West along the East line of said quarter 2321.56 ft. to the intersection of said East line of quarter with the centerline of Goode Road; thence Southerly along the irregular meanderings of said centerline of Goode Road as follows: South 00 degrees 58 min. 12 sec. East 1218.06 ft.; South 03 degrees 37 min. 15 sec. West 304.06 ft.; South 16 degrees 27 min. 24 sec. West 245.21 ft.; South 20 degrees 17 min. 27 sec. West 224.88 ft.; South 15 degrees 45 min. 05 sec.

West 418.17 ft.; South 12 degrees 15 min. 07 sec. West 197.64 ft.; South 15 degrees 53 min. 12 sec. West 422.99 ft.; South 22 degrees 39 min. 37 sec. West 260.46 ft.; South 26 degrees 10 min. 57 sec. West 236.12 ft.; South 29 degrees 09 min. 39 sec. West 261.59 ft.; South 33 degrees 05 min. 32 sec. West 178.14 ft.; South 38 degrees 20 min. 52 sec. West 264.33 ft.; South 43 degrees 49 min. 42 sec. West 373.13 ft.; South 58 degrees 40 min. 52 sec. West 282.14 ft.; South 71 degrees 29 min. 23 sec. West 549.00 ft.; South 58 degrees 05 min. 31 sec. West 277.45 ft.; South 51 degrees 44 min. 02 sec. West 840.19 ft. to the intersection of said centerline with the centerline of Eglin Avenue; thence South 38 degrees 14 min. 33 sec. East along the centerline of Eglin Avenue 1522.35 ft.; thence South 38 degrees 55 min. 24 sec. East along said centerline of Eglin Avenue 2383.93 ft.; thence South 12 degrees 58 min. 38 sec. west and leaving said centerline 48.84 ft. to the Southwest Right of Way line of Eglin Avenue; thence South 31 degrees 41 min. 16 sec. East along said Southwest ROW line a chord length of 140.80 ft.; thence South 38 degrees 22 min. 48 sec. East along said ROW line 77.96 ft. to the North Right of Way line of Berman Road; thence South 35 degrees 52 min. 22 sec. East along the Southwest ROW line of Iron Mountain Road 60.11 ft. to the Southwest corner of the Intersection of said Iron Mountain Road and Berman Road; thence South 38 degrees 52 min. 48 sec. East along said Southwest ROW line 1261.00 ft.; thence South 53 degrees 18 min. 21 sec. West 159.91 ft. to the true point of beginning of the hereafter described Parcel B; thence South 09 degrees 56 min. 42 sec. West 204.18 ft.; thence South 56 degrees 06 min. 22 sec. West 169.82 ft.; thence South 75 degrees 17 min. 16 sec. West 250.17 ft.; thence South 79 degrees 54 min. 28 sec. West 49.85 ft.; thence South 54 degrees 02 min. 17 sec. West 121.10 ft.; thence South 62 degrees 32 min. 56 sec. West 50.44 ft.; thence South 70 degrees 40 min. 25 sec. West 36.50 ft.; thence South 79 degrees 34 min. 44 sec. West 42.89 ft.; thence North 88 degrees 44 min. 19 sec. West 53.25 ft.; thence North 77 degrees 25 min. 07 sec. West 60.21 ft.; thence North 66 degrees 53 min. 00 sec. West 62.91 ft.; thence North 60 degrees 47 min. 41 sec. West 51.26 ft.; thence North 48 degrees 11 min. 56 sec. West 74.10 ft.; thence North 39 degrees 24 min. 29 sec. West 135.06 ft.; thence North 41 degrees 52 min. 18 sec. West 154.48 ft.; thence North 51 degrees 14 min. 41 sec. East 476.84 ft.; thence South 89 degree 30 min. 30 sec. East 694.98 ft.; thence South 28 degrees 49 min. 20 sec. East 163.46 ft. to the true point of beginning. Containing 11.66 acres, more or less, including the following improvements:

| Bldg# | SQ Feet | Type Space        |
|-------|---------|-------------------|
| 942   | 4847    | Co Hq Bldg        |
| 943   | 30399   | Transient Housing |
| 944   | 30399   | Transient Housing |
| 945   | 30399   | Transient Housing |
| 946   | 30399   | Transient Housing |
| 947   | 4847    | Co Hq Bldg        |

## TRACT NO. 4 (F 1.5)

A certain parcel of land located in Section 15, Township 15 South, Range 8 East; said parcel being more particularly described as follows: Parcel A: Beginning at a point on the North boundary of the Fort McClellan Military Reservation; said point also being the Northeast corner of the S1/2 of SE1/4 of said Section 3; thence South 00 degrees 03 min. 29 sec. West

JUL, 23.2001 11:47AM

CENTER FOR DOMESTIC PREPAREDNESS

NO. 603

P.7/14

along the East line of said quarter 2321.56 ft. To the intersection of said East line of quarter with the centerline of Goode Road; thence Southerly along the irregular meandering of said centerline of Goode Road as follows: South 00 degrees 58 min. 12 sec. East 1218.06 ft.; South 03 degrees 37 min. 15 sec. West 304.06 ft.; South 16 degrees 27 min. 24 sec. West 245.21 ft.; South 20 degrees 17 min. 27 sec. West 224.88 ft.; South 15 degrees 45 min. 05 sec. West 418.17 ft.; South 12 degrees 15 min. 07 sec. West 197.64 ft. South 15 degrees 53 min. 12 Sec. West 422.99 ft.; South 22 degrees 39 min. 37 sec. West 260.46 ft.; South 26 degrees 10 min. 57 sec. West 236.12 ft.; South 29 degrees 09 min. 39 sec. West 261.59 ft.; South 33 degrees 05 min. 32 sec. West 178.14 ft.; South 38 degrees 20 min. 52 sec. West 264.33 ft.; South 43 degrees 49 min. 42 sec. West 373.13 ft.; South 58 degrees 40 min. 52 sec. West 282.14 ft.; South 71 degrees 29 min. 23 sec. West 549.00 ft.; South 58 degrees 05 min. 31 sec. West 277.45 ft.; South 51 degrees 44 min. 02 sec. West 840.19 ft. to the intersection of said centerline with the centerline of Eglin Avenue; thence South 38 degrees 14 min. 33 sec. East along the centerline of Eglin Avenue 1522.35 ft.; thence South 38 degrees 55 min. 24 sec. East along said centerline of Eglin Avenue 2383.93 ft.; thence South 12 degrees 58 min. 38 sec. West and leaving said centerline 48.84 ft. to the Southwest Right of Way line of Eglin Avenue and the true point of beginning of the hereafter described PARCEL A: thence South 31 degrees 41 min. 16 sec. East along said Southwest ROW line a chord length of 140.80 ft.; thence South 38 degrees 22 min. 48 sec. East along said ROW line 77.96 ft. to the North Right of Way line of Berman Road; thence South 50 degrees 39 min. 36 sec. West along said North ROW line 618.00 ft.; thence North 39 degrees 19 min. 28 sec. West 219.92 ft.; thence North 50 degrees 52 min. 42 sec. East 638.00 ft. to the true point of beginning, containing 3.14 acres, more or less, including the following improvements:

| Bldg# | Sq Space | Type Space       |
|-------|----------|------------------|
| 303   | 27,000   |                  |
| 303F  | -9000    | Storage          |
| 304   |          | Underground Heat |
|       |          | Loading Ramp     |

This transfer is granted without consideration in keeping with OMB waiver of April \_\_\_\_, 2001 and is subject to the following conditions, restrictions, notices and covenants:

1. The U.S. Army has prepared an Environmental Condition of Property (ECOP) dated February 22, 2001, for the property being transferred and has furnished a copy to Department of Justice/Office of Justice Programs (DOJ/OJP) and DOJ/OJP acknowledges receipt of the ECOP.
2. DOJ/OJP now has custody of the property and, subject to the conditions of this Letter of Transfer, will accept all remaining jurisdiction and control upon transfer of the property. With this transfer, the Army agrees that any historical or technical data concerning the transferred property not yet furnished to DOJ/OJP will be furnished as items are identified.
3. In the event of disposal, sale, lease, or transfer to another eligible recipient, all of the conditions, restrictions, notices and covenants of this transfer including environmental provisions that remain applicable shall be contained in such disposal, sale, lease, or transfer documents, and shall be deemed to run with the land. DOJ/OJP on behalf of itself, its

successors and assigns covenants that it will include and make legally binding the then applicable conditions, restrictions, notices and covenants in all subsequent disposals, sales, leases or transfers.

4. Existing easements for utilities of record as follows:

a. Easement for gas distribution system to Alagasco recorded at Deed Book (DB) 3001, Pages 453-465 in the Probate Records of Calhoun County, Alabama.

b. Easement for electrical distribution system to Alabama Power Company recorded at Deed Book 2111, Pages 233-262 in the Probate Records of Calhoun County, Alabama.

c. Easement for telephone lines to BellSouth Telecommunications recorded at Deed Book 2112, Pages 431-445 in the Probate Records of Calhoun County, Alabama.

d. Easement for wastewater collection systems to the Anniston Water Works and Sewer Board recorded at Deed Book 2141, Pages 217-231 in the Probate Records of Calhoun County, Alabama.

e. Easement for potable water distribution system for Anniston Water Works and Sewer Board recorded at Deed Book 2141, Pages 254-272 in the Probate Records of Calhoun County, Alabama.

5. REMEDIATION ACCESS CLAUSE

The U.S. Army, Environmental Protection Agency (EPA) and Alabama Department of Environmental Management (ADEM) and their officers, agents, employees, contractors, and subcontractors have the right, with three days' notice (except in cases of emergency) to the DOJ/OJP, to enter upon the Premises to complete on-going site and environmental investigations and Engineering Evaluations/Cost Analysis (EE/CA); to take any remediation actions resulting from the investigations; to conduct post-transfer environmental requirements; or such access is necessary to carry out a response action or corrective action on adjoining property, including 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;

b. To inspect field activities of the U.S. Army and its contractors and subcontractors;

c. To conduct any test or survey related to the environmental conditions at the transferred Property or to verify any data submitted to the EPA or ADEM by the U.S. Army relating to such conditions;

JUL 23 2001 11:48AM

CENTER FOR DOMESTIC PREPAREDNESS

NO.603

P.9/14

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

e. Any remedial action that impacts the DOJ/OJP training operations for a period of two weeks or more shall be coordinated with and concurred by DOJ/OJP. The U.S. Army shall be responsible for restoration of any DOJ/OJP property damage during a remedial action to the condition prior to the action. As to the Chemical Defense Training Facility the U.S. Army shall not close the road to the facility without providing for alternative access.

#### 6. NOTICE OF THE PRESENCE OF ASBESTOS-CONTAINING MATERIALS (ACM) AND COVENANT

a. The DOJ/OJP is hereby informed and does acknowledge that both non-friable and friable asbestos containing material (ACM) has been found on the Property. The ACM on the Property does not currently pose a threat to human health or the environment as long as the asbestos is managed in place and the proper precautions are taken to eliminate exposure of personnel to airborne asbestos. All friable ACM that posed a threat to human health or the environment has been abated.

b. Buildings 303 and 1081 have been determined to contain non-friable ACM. Detailed information is contained in the EBS. The non-friable ACM can be managed in place. The U.S. Army has agreed to transfer Building 303 and 1081 (less Faith Wing) to the DOJ/OJP in reliance upon the express representation and promise that the DOJ/OJP will, prior to use or occupancy of said buildings, agree to undertake any and all abatement or remediation for ACM that may be required under any applicable law or regulation. The DOJ/OJP acknowledges that the consideration for Transfer of the Transferred Premises was negotiated based upon the DOJ/OJP's agreement to the provision contained in this Condition.

c. The DOJ/OJP agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the U.S. Army assumes no liability for any future remediation of ACM. The DOJ/OJP agrees to be responsible for any future remediation of asbestos found to be necessary on the Property. The DOJ/OJP assumes no liability for any legal requirements applicable to asbestos on any portion of the Property arising prior to the U.S. Army's transferring of such portion of the Property to the DOJ/OJP pursuant to this letter of transfer, or any disposal of any asbestos or ACM prior to the permit of the Property.

d. The DOJ/OJP acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the DOJ/OJP under this subcondition. The failure of the DOJ/OJP to inspect, or to be fully informed as to the asbestos condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the U.S. Army, or any adjustment under this letter of transfer.



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

PCBs have been used widely as nonflammable insulating fluid in transformers, capacitors, and other electrical equipment like fluorescent light ballasts. PCBs 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. The DOJ/OJP is hereby informed that fluorescent light ballasts containing PCBs 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 DOJ/OJP agrees that its continued possession, use, and management of these ballasts (PCB Equipment) will be in compliance with all applicable laws relating to PCBs and PCB Equipment, and that the U.S. Army shall assume no liability for the future remediation of PCB contamination caused by DOJ/OJP. The DOJ/OJP agrees to be responsible for any remediation of PCB in fluorescent light ballasts and electrical equipment found to be necessary on the premises resulting from its use or possession thereof.

## 8. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

a. The DOJ/OJP is hereby informed and does acknowledge that Building 303 is presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Exposure to lead from lead-based paint 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. Lead poisoning also poses a particular risk to pregnant women.

b. The DOJ/OJP acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

c. The DOJ/OJP covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, without complying with this 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 DOJ/OJP specifically agrees to perform, at its sole expense, the 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).

In complying with these requirements, the DOJ/OJP 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 DOJ/OJP 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.

#### 9. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES (OE)

a. An archival search conducted during compilation of the Fort McClellan Comprehensive Environmental Response Facilitation Act (CERFA) Report and the Archives Search Report for Ordnance, Ammunition, and Explosives/Chemical Warfare Materials found there are potential ordnance-related training areas within or immediately adjacent to the eastern-most boundary of Area F1.3. An extensive ground reconnaissance was performed on the areas of suspected or potential OE contamination. No evidence of OE was found during this investigation. However, in the event the DOJ/OJP, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify local law enforcement personnel who will notify the nearest military Explosives Ordnance Disposal (EOD) unit to dispose of such ordnance properly at no expense to the DOJ/OJP, whenever OE may be discovered.

b. Ordnance and Explosives may be present on property adjacent to Area F1.3. The U.S. Army intends to investigate the adjacent property and retains the right to use exclusion zones on Area F1.3. The investigation may have an impact on Area F1.3 through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any object/structure, which is being demolished using explosives) that intersect Area F1.3. Due to the use of temporary exclusion zones, temporary notices and restrictions may be issued to protect public safety, human health and the environment. These temporary restrictions and notices may include but are not limited to, the removal of unexploded ordnance on the adjacent property, temporary evacuation, limited closure of facilities and environmental cleanup. In the unlikely event that evacuation is required, all action will be carried out as expeditiously as possible to minimize inconveniences to the DOJ/OJP. Upon the completion of all OE work within the exclusion zones all temporary notices and restrictions shall be eliminated.

#### 10. NOTICE OF HISTORIC PROPERTY

a. The Chemical Defense Training Facility (CDTF) in Area F1.3 meets the criteria for exceptional importance for its historical associations and unique technology and design as documented in the *Historical Context Study: World War II and Cold War Era Buildings and Structures*, dated May 2000, and has been determined by the Army and the Alabama State Historic Preservation Officer (SHPO) to be eligible for the National Register of Historic Places as a district. DOJ/OJP will provide the relevant documentation to the Keeper of the National Register for a final decision on the CDTF's eligibility for listing on the National Register.

b. The DOJ/OJP will be responsible for compliance with 36 C.F.R. Part 800 and any other applicable state and Federal laws and regulations with respect to maintenance and disposal of the CDTF historic district. The U.S. Army will notify the Alabama State

Historic Preservation Office and the Advisory Council on Historic Preservation of the transfer of the CDTF historic district.

c. The U.S. Army shall be responsible for compliance with 36 C.F.R. Part 800 in the implementation of its responsibilities under this Letter of Transfer and any other requirements that are applicable to the U.S. Army which may impact the property.

## 11. ENVIRONMENTAL RESPONSIBILITIES

a. Except as provided in this Letter of Transfer, the U.S. Army shall not incur liability for response action(s) or corrective action(s) found to be necessary due to activities 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.

b. Except as agreed to in this transfer (i.e., future abatement of ACM, PCB in fluorescent light ballasts, LBP and cleanup of CDTF) the DOJ/OJP shall not incur liability for any response action found to be necessary after the date of transfer in any case where the contamination took place prior to the transfer.

c. Except as provided in this Letter of Transfer, the DOJ/OJP agrees that the U.S. Army has taken all action necessary with respect to remediation of any hazardous substances, pollutants or contaminants, or petroleum products that were located on the Property at the time of transfer, as a result of the acts of the U.S. Army, its employees, agents, or contractors. The terms "hazardous substance" and "pollutant or contaminant," mean any substance or material that is identified as a hazardous substance or pollutant or contaminant under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.

d. The U.S. Army agrees to complete on-going site and remedial investigation and EE/CAs and take any necessary remediation activities resulting from those actions for the following: Area F1.3: a) Landfill No. 2, EBS Parcels 79(6); b) Training Area T-38, Former Technical Escort Reaction Area, EBS Parcel 186(6); and c) a portion of the Fill Area North of Landfill 2, Parcel 230(7) and Area F1.5: a) Storage Group Installation, Building 303 and Load/Unload Dock Ramp, Facility 304, EBS Parcel 75(7) and b) one 3,000-gallon Heating Oil UST, Building 303F, EBS 41 (7). The Army may establish interim land use control during the on-going site and remedial investigations. Final remedial decisions for the above listed property may include the use of permanent land use controls including fencing of the property, and no digging, and/or no disturbing fill areas for the protection of human health and environment.

e. The parties acknowledge that the U.S. Army is transferring the CDTF (Facility Nos. 4479, 4480, 4481, 4482, 4483, 4484, 4485, 4486 and 4487) as an operational facility, to be used by DOJ/OJP for the same purpose for which it was used by the U.S. Army. As a result, the parties agree that no further investigation, remediation, or clean up of the CDTF is required by the U.S. Army. Subject to paragraph f. below, the DOJ/OJP agrees to be responsible for any future investigation, remediation, or clean up of the CDTF that may be

necessary in the future as a result of cessation of operations, facility disposal or transfer, or for any other reason.

f. In the event of cessation of operations, disposal or transfer of the CDTF facility during the 24 months following transfer the Army agrees, subject to availability of funding, to share the cost of remediation up to 50% of the cost to remediate, but not to exceed a total sum of \$ 750,000.

## 12. CONVENTION ON THE PROHIBITION OF THE DEVELOPMENT, PRODUCTION, STOCKPILING AND USE OF CHEMICAL WEAPONS AND ON THEIR DESTRUCTION

In accordance with the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, the CDTF may be subject to international verification on-site inspection. Should such an inspection occur, the Army shall provide all necessary support and documentation to DOJ/OJP.

## 13. NOTICES

All correspondence and notices to be given pursuant to this Letter of Transfer shall be addressed, if to the transferee, to Director, Center for Domestic Preparedness, Post Office Box 5100, Building 65, Headquarters Road (061), Fort McClellan, Alabama 36205-5100, and if to the transferor, to the District Engineer, Mobile, Attention: Chief, Real Estate Division, CESAM-RE, P.O. Box 2288, Mobile, Alabama 36628-0001 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

## 14. ACCESS TO FAITH WING

The U.S. Army and the DOJ/OJP acknowledge that certain building components in Building 1081, such as water lines, chiller lines, and fire alarm/suppression lines extend into Faith Wing and/or surrounding land that is being retained by the U.S. Army. The Army agrees to grant DOJ/OJP access to these systems for inspection, maintenance and repair purposes. Access will be during normal business hours or as agreed upon between local representatives of the U.S. Army Reserve and DOJ/OJP. Any cost sharing for maintenance and repairs to the systems shall be agreed upon by said local representatives. The U.S. Army agrees to grant DOJ/OJP access to Faith Wing and the surrounding land for the above-stated purposes for as long as the U.S. Army retains Faith Wing and the surrounding land and for as long as the DOJ/OJP retains Building 1081, or until the building components in Building 1081 that extend into Faith Wing and/or the surrounding land are severed.

15. If any provision of this Letter of Transfer is held to be invalid, illegal, or unenforceable, that shall not affect or impair, in any way, the validity, legality, or enforceability of the remainder of this Letter of Transfer.

JUL 23 2001 11:50AM

CENTER FOR DOMESTIC PREPAREDNESS

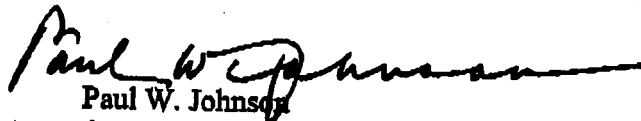
NO. 603

P. 14/14

16. The terms of this Letter of Transfer may be modified at any time in writing with the agreement of both parties.

Please indicate your acceptance of this transfer by executing one copy of this Letter of Transfer and returning to my office.

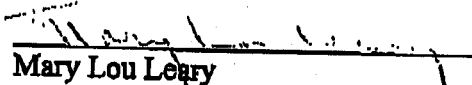
Sincerely,



Paul W. Johnson  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)

The transfer of the above-mentioned jurisdiction, custody, and control of the property described herein is hereby accepted and agreed to by the Department of Justice.

DATED THIS 16th day of July, 2001



Mary Lou Leary  
Acting Assistant Attorney General  
Office of Justice Programs  
Department of Justice