



US Army Corps  
of Engineers  
Mobile District

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Arthur C. Murray  
Judge of Probate  
Calhoun County, Alabama

Recording Fee	63.00
TOTAL	63.00

# DEPARTMENT OF THE ARMY

## QUITCLAIM DEED NO. 2

TO JPA

FOR 74.63 ACRES OF LAND

UNDER

BASE REALIGNMENT AND CLOSURE (BRAC)

FORT MCCLELLAN  
CALHOUN COUNTY, ALABAMA

Prepared By:  
Office of the Commander  
U.S. Army Engineer District, Mobile  
Mobile, Alabama  
December, 2000

THIS INSTRUMENT PREPARED BY:  
 James A. Wagoner, III, Attorney-Advisor  
 U.S. Army Corps of Engineers, Mobile District  
 P.O. Box 2288  
 Mobile, Alabama 36628-0001

STATE OF ALABAMA )

COUNTY OF CALHOUN )

**QUITCLAIM DEED NO. 2**  
**Fort McClellan, Alabama**

**THIS QUITCLAIM DEED** made and entered into between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY**, (hereinafter referred to as the "**GRANTOR**"), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, PL 101-510, as amended, (hereinafter referred to as "**BRAC**"), and the **Anniston-Calhoun County Fort McClellan Joint Powers Authority**, an unincorporated nonprofit association under the Alabama Unincorporated Nonprofit Association Act ("**Grantee**").

**WITNESSETH THAT:**

**WHEREAS**, pursuant to BRAC, the Grantor closed the military installation known as Fort McClellan ("McClellan"), Calhoun County, Alabama on September 30, 1999 and has made a final disposal decision with respect thereto; and

**WHEREAS**, the Grantee, as the federally-recognized local redevelopment authority for McClellan, whose address is 180 Headquarters Drive, Fort McClellan, Alabama 36025, was granted the authority to oversee and implement the civilian reuse of McClellan in accordance with a locally-approved reuse plan; and

**WHEREAS**, the Grantee has made an application to the Army for a no-cost Economic Development Conveyance (EDC) under Section 2821 of the National Defense Authorization Act for Fiscal Year 2000 (Pub. L. 106-65); and

**WHEREAS**, the Grantor, as authorized by BRAC and implementing regulations, has determined that the Grantee's EDC application meets the applicable statutory criteria for economic development and job creation; and

**WHEREAS**, the Grantor and the Grantee have entered into a Memorandum of Agreement ("MOA"), dated 12 December, 2000, establishing the terms and conditions for the EDC conveyance of the excess portions of the McClellan property approved in the Grantee's EDC application and the lease of portions of the McClellan property approved in the Grantee's EDC application and in furtherance of the conveyance of all of the excess McClellan property approved in the Grantee's EDC application; and

**WHEREAS**, the MOA provides for the conveyance of the McClellan property in phases as Army mission requirements cease and environmental remediation is completed; and

**WHEREAS**, the remainder of McClellan property not to be transferred to the Grantee ("Retained Property") shall be retained by or disposed of by the Grantor at its discretion and pursuant to applicable law; and

**WHEREAS**, pursuant to BRAC, as amended, the Grantor has the authority to convey and with this Deed conveys to the Grantee, pursuant to the terms and conditions of the MOA, the parcels of land described below and all of the improvements contained therein; located in the County of Calhoun, State of Alabama, at Fort McClellan.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the Grantor, pursuant to BRAC, and in consideration of other good and valuable consideration as provided for in the MOA between the parties, does hereby grant, remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, all such interest, rights, title, and claim as the GRANTOR has in and to certain parcels of land, together with buildings and improvements thereon located in the City of Anniston, Calhoun County, Alabama (the "Property"), which property contains approximately 74.63 acres as described below and, subject to those easements, reservations, restrictions or outgrants of record.

### **LEGAL DESCRIPTIONS**

#### **TRACT NO. 1 CONSISTING OF: 6.36 ACRES DESCRIBED AS FOLLOWS:**

Beginning at a point 3213.11 ft. south of and 12,207.73 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being on the north right of way of 20th Str., a 60 ft. assumed right of way, thence leaving said road run N-02-17-50-W 269.09 ft.; thence run N-06-39-10-W 116.0 ft.; thence run N-00-11-45-E 198.19 ft. to a point on the south line of what is known as Transportation Drive, an unknown right of way width; thence run along the south line of said road the following: S-73-10-45-E 212.36 ft.; S-78-55-50-E 274.74 ft.; S-74-39-11-E 266.76 ft.; S-79-08-10-E 146.04 ft.; N-84-32-50-E 227.69 ft. to its intersection with the north line of said 20th Str.; thence run along the north line of said 20th Str. the following: S-71-25-22-W 537.36 ft.; S-66-10-57-W 303.3 ft.; S-71-15-02-W 306.04 ft. to the point of beginning. Said property being situated in the NE1/4-NW1/4 and the NW1/4-NE1/4 of

Sec.22,T-15-S,R-8-E, in the City of Anniston, Calhoun County, Alabama. Said property being established as per the N.A.D.83 SPTM East Zone Survey to establish the X-Y Grid.

**ALSO TRACT NO. 2 CONSISTING OF 62.43 ACRES DESCRIBED AS FOLLOWS:**

75.72 acres described as beginning at a point 5,979.3 ft. south of and 10,485.97 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said beginning point being known as point 7-70 thence run along the following bearings and calls to the point of beginning: thence run N-72-41-01-E 237.88 pt.9; thence N-24-06-08-W 27.37 ft.pt.10; thence N-18-13-06-W 54.69ft.pt.11; thence N-13-55-07-W 155.83 ft.pt.12; thence N-00-00-00-E 15.13 ft.pt.13; thence S-14-42-51-E 198.72 ft.pt.15; thence N-73-47-06-E 244.41 ft.pt.16; thence N-17-51-50-W 216.17 ft.pt.20; thence S-73-53-47-W 180.26 ft.pt.21; thence S-73-54-36-W 31.54 ft.pt.23; thence N-55-42-50-E 9.27 ft.pt.24; thence N-72-58-42-E 112.46pt.25; thence N-74-25-37-E 774.64 ft.pt.26; thence S-15-53-05-E 497.51 ft.pt.27; thence N-73-34-59-E 148.45 ft.pt.28; thence N -15-43-19-W 492.67 ft.pt.29; thence N-74-03-00-E 402.26 ft.pt.30; thence S-87-32-52-E 18.88 ft.pt.33; thence S-19-45-37-E 220.59 ft.pt.37; thence S-67-10-22-E 68.93 ft.pt.38; thence S-67-02-48-E 19.69 ft.pt.39; thence S-05-55-12-E 23.77 ft.pt.43; thence S-09-15-02-E 456.06 ft.pt.44; thence S-67-36-41-E 409.9 ft.pt.46;S-12-13-47-W 222.17 ft.pt.47;N-77-17-30-E 90.92 ft.pt.48; thence S-09-29-38-E 87.00 ft.pt.49; thence S-53-42-43-W 50.48 ft.pt.50; thence S-43-32-33-E 69.5 ft.pt.52; thence S-22-04-33-E 302.83 ft.pt.53; thence S-10-41-19-E 435.05 ft.pt.54; thence N-73-17-58-E 255.33 ft.pt.55; thence S-38-31-49-W 547.92 ft.pt.56; thence N-80-40-15-W 1295.44 ft.pt.57; thence N-10-26-49-E 125.46 ft.pt.58; thence N-84-32-18-W 496.44 ft.pt.60; thence N-03-26-54-E 562.14 ft.pt.61; thence S-60-01-27-W 123.60 ft.pt.62; thence N-05-41-03-E 114.19 ft.pt.63; thence N-54-02-33-E 41.09 ft.pt.64; thence N-61-00-03-E-19.08 ft.pt.65; thence N-36-19-00-W 582.22 ft.pt.68; thence S-54-11-13-W 213.41 ft.pt.69; thence N-18-51-14-W 208.91 ft. to the point of beginning, point 7/70. Said property being situated in the following: SW1/4-SW1/4,NW1/4 SW1/4,NE1/4-SW1/4,SE1/4-SW1/4 in Sec.22,T-15-S,R-8-E,and the NE1/4-SE1/4 of Sec.21,T-15-S,R-8-E in the City of Anniston, Calhoun County, Alabama.

**LESS AND EXCEPT:**

0.95 acres described as beginning at a point 5945.82 ft. south of and 10,754.11 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.81/88 thence run along the following bearings and calls to the point of beginning: thence N-74-10-12-E 315.27 ft.pt.82; thence N-14-42-12-W 304.6 ft.pt.83; thence S-71-2012-W 79.3 ft.pt.84; thence S-13-02-19-E

195.03 ft.pt.85; S-2427-42-W 50.26 ft.pt.86; thence S-73-27-40-W 213.85 ft.pt.87; thence S-27-49-17-E 66.29 ft. to the point of beginning, point 8-88. Said property being situated in the NW1/4-SW1/4 of Sec.22, T-15-S, R-8-E City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

1.26 acres described as beginning at a point 6356.38 ft. south of and 10,993.07 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.71/80 thence run along the following bearings and calls to the point of beginning: thence N-55-11-45-E 186.92 ft.pt.72; thence N-29-32-20-W 225.89 ft.pt.74; thence N-40-4526-E 9.77 ft.pt.75; thence N-27-14-49-W 89.58 ft.pt.76; thence S-53-49-25 107.81 ft.pt.77; thence S-28-59-20-E 79.17 ft.pt.78; S-53-19-03-W 114.36 ft.pt.79; thence S-35-06-22-E 231.08 ft.pt.80/71 . Said property being situated in the NW1/4-SW1/4 of Sec.22, T-15-S, R-8-E City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

0.96 acres described as beginning at a point 6205.07 ft. south of and 11,545.41 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt. 89/94 thence run along the following bearings and calls to the point of beginning: thence N-59-21-07-E 177.04 ft.pt.90; thence N-39-18-04-E 107.26 ft.pt.91; thence N-50-0443-E 51.42 ft. pt.92; thence N-80-46-36-W 312.73 ft.pt.93; thence S-10-49-13-E 261.02 ft. to the point of beginning pt.94/89. Said property being situated in the NW1/4SW1/4 of Sec.22, T-15-S, R-8-E in the City of Anniston Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

2.67 acres described as beginning at a point 6552.07 ft. south of and 11,154.04 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.12.1, thence run along the following bearings and calls to the point of beginning thence S-05-34-20-W 190.53 ft.pt.124; thence S-02-05-43-W 10.26 ft.pt.126; thence S-06-2754-W 275.88 ft.pt.129; thence S-80-28-36-E 299.19 ft.pt.131; thence N-01-51-58-E 305.16 ft.pt.132; thence N-86-06-30-W 110.51 ft.pt.133; thence N-04-46-51-E 207.72 ft.pt.118; thence N-88-34-23-W 70.27 ft.pt.120; thence N-88-35-50-W 91.9 ft.pt.121, the point of

195.03 ft.pt.85; S-2427-42-W 50.26 ft.pt.86; thence S-73-27-40-W 213.85 ft.pt.87; thence S-27-49-17-E 66.29 ft. to the point of beginning, point 8-88. Said property being situated in the NW1/4-SW1/4 of Sec.22, T-15-S, R-8-E City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

1.26 acres described as beginning at a point 6356.38 ft. south of and 10,993.07 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.71/80 thence run along the following bearings and calls to the point of beginning: thence N-55-11-45-E 186.92 ft.pt.72; thence N-29-32-20-W 225.89 ft.pt.74; thence N-40-4526-E 9.77 ft.pt.75; thence N-27-14-49-W 89.58 ft.pt.76; thence S-53-49-25 107.81 ft.pt.77; thence S-28-59-20-E 79.17 ft.pt.78; S-53-19-03-W 114.36 ft.pt.79; thence S-35-06-22-E 231.08 ft.pt.80/71 . Said property being situated in the NW1/4-SW1/4 of Sec.22, T-15-S, R-8-E City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

0.96 acres described as beginning at a point 6205.07 ft. south of and 11,545.41 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt. 89/94 thence run along the following bearings and calls to the point of beginning: thence N-59-21-07-E 177.04 ft.pt.90; thence N-39-18-04-E 107.26 ft.pt.91; thence N-50-0443-E 51.42 ft. pt.92; thence N-80-46-36-W 312.73 ft.pt.93; thence S-10-49-13-E 261.02 ft. to the point of beginning pt.94/89. Said property being situated in the NW1/4SW1/4 of Sec.22, T-15-S, R-8-E in the City of Anniston Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

2.67 acres described as beginning at a point 6552.07 ft. south of and 11,154.04 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.12.1, thence run along the following bearings and calls to the point of beginning thence S-05-34-20-W 190.53 ft.pt.124; thence S-02-05-43-W 10.26 ft.pt.126; thence S-06-2754-W 275.88 ft.pt.129; thence S-80-28-36-E 299.19 ft.pt.131; thence N-01-51-58-E 305.16 ft.pt.132; thence N-86-06-30-W 110.51 ft.pt.133; thence N-04-46-51-E 207.72 ft.pt.118; thence N-88-34-23-W 70.27 ft.pt.120; thence N-88-35-50-W 91.9 ft.pt.121, the point of

beginning. Said property being situated in the SW1/4-SW1/4 of Sec.22, T-15-S, R-8-E City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

3.5 acres described as beginning at a point 7209.2 ft. south of and 11,784.42 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.139/144 thence run along the following bearings and calls to the point of beginning: thence N-14-58-47-E 592.90 ft.pt.140; thence N-88-33-27-W 322.73 ft.pt.141; thence S-0452-17-W 380.5 ft.pt.142; thence S-04-46-44-E 194.3 ft.pt.143; thence S-87-29-31-E 185.68 ft. to the point of beginning. Said property being situated in the SW1/4-SW1/4 of sec.22, T-15-S, R-8-E in the City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

0.12 acres described as beginning at a point 6760.7 ft. south of and 11,977.73 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt. 110/116 thence run along the following bearings and calls to the point of beginning: thence N-26-44-23-E 18.34 ft.pt.111; thence N-55-49-18-W 28.48 ft.pt.113; S-26-44-00-W 19.04 ft.pt.114; thence S-57-13-10-E 28.4 ft. to the point of beginning. Said property being situated in the SE1/4-SW1/4 of Sec.22, T-15-S, R-8-E in the City of Anniston, Calhoun County, Alabama.

**ALSO LESS AND EXCEPT:**

3.83 acres described as beginning at a point 6516.0 ft. south of and 12,083.74 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan BRAC officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.95/109 thence run along the following bearings and calls to the point of beginning: thence N-40-44-01-E 87.85 ft.pt.96; thence N-47-46-37-W 26.51 ft.pt.97; N-38-57-43-E 77.7 ft.pt.98; thence S-76-16-45-E 424.23 ft.pt.99; thence N-14-3915-E 354.27 ft.pt.101; N-86-48-56-W 353.30 ft.pt.102; thence S35-34-16-W 87.14 ft.pt.103; thence N-51-27-38-W 83.66 ft.pt.104; S-39-02-41-W 325.43 ft.pt.105; thence S-50-28-27-E 59.81 ft. pt.107; thence S-40-13-16-W 50.19 ft.pt.108; thence S-50-46-20-E 92.76 ft. to the point of beginning. Said property being situated in the NE1/4-SW1/4 of Sec.22, T-15-S, R-8-E, in the City of Anniston, Calhoun County, Alabama.

**TRACT NO. 3 CONSISTING OF 5.74 ACRES DESCRIBED AS FOLLOWS:**

Beginning at a point 5814.58 ft. south of and 12,974.01 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan B.R.A.C. officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point being known as pt.145/209 thence run along the following bearings and calls to the point of beginning: thence S-89-17-58-E 109.27 ft.pt.146; thence N-66-48-04-E 82.92 ft.pt.147; thence S-24-35-55-E 6.77 ft.pt.148; thence S-64-41-52-W 105.66 ft.pt.149; thence S08-51-35-W 52.75 ft. pt.150; thence S-21-50-29-E 266.78 ft.pt.151; thence S-39-15-23-E 175.32 ft.pt.152; thence N-5415-22-E 83.16 ft.pt.154, said point being in the center of Cane Creek (South Branch); thence run along the center of said Creek the following: S-26-01-46-E 73.13 ft.pt.155, thence S-40-49-29-E 107.37 ft. Herb Pt.1; S-49-21-04-E 102.47 ft. Herb pt.2; thence S-78-11-56-E 286.92 ft. Herb pt.3; thence S-55-3320-E 163.98 ft. Herb pt.4; thence run S-81-45-21-E 69.46 ft. Herb pt.5; N-73-17-09-E 115.3 ft. Herb pt.6; thence S-75-5302-E 155.81 ft. Herb pt.7; thence S-17-46-07-E 64.75 ft.pt.191; thence leaving said Creek run S-06-04-57-E 63.61 ft.pt.193; thence N-76-27-37-W 164.68 ft. pt.196; thence N-7557-50-W 252.93 ft. pt.197; thence S-86-17-38-W 337.42 ft.pt.198; thence S-38-05-45-W 278.99 ft.pt.199; thence S-3831-53-W 187.12 ft. pt.200; thence N-02-03-23-E 515.58 ft.pt.201; thence N-09-27-23-W 196.29 ft.pt.202; thence N-3948-20-W 242.12 ft.203; thence N-68-21-20-E 8,47 ft.pt.204; thence N-10-23-20-E 41.94 ft.pt.207; thence N-20-1647-W 203.22 ft.pt.208; thence N-40-59-08-W 92.38 ft. to the point of beginning. Said property being situated in the NW1/4SE1/4,SW1/4-SE1/4 and the NE1/4-SW1/4 of ec.22,T-15-S,R-8-E in the City of Anniston, Calhoun County, Alabama.

**TRACT NO. 4 CONSISTING OF 0.1 ACRES DESCRIBED AS FOLLOWS:**

Beginning at a point 5820.37 ft. south of and 10,008.46 ft. east of the northwest corner of the NW1/4-SW1/4 of Sec.17, T-15-S, R-8-E, a-brass cap marked G.L.O., said point of beginning being established by coordinates and given a number furnished by the Ft. McClellan B.R.A.C. officials referenced to the N.A.D.83 SPTM East Zone Survey of Ft. McClellan, monuments used MCCL #4-98 and MCCL #13-98 to create X-Y Grid, said point of beginning being known as pt.0, thence run along the following bearings and calls to the point of beginning: thence N-74-24-26-E 357.39 ft.pt.2; thence S-15-29-19-E 11.04 ft.pt.3; thence S74-03-53-W 357.22 ft.pt.5; thence N-16-15-33-W 13.23 ft. to the point of beginning. Said property being situated in the NE1/4-SE1/4 of Sec.21, T-15-S, R-8-E in the City of Anniston, Calhoun County, Alabama.

The legal descriptions of the Property has been provided by the GRANTEE and the GRANTEE shall be responsible for the accuracy of the survey and description of the Property conveyed herein and shall indemnify and hold the GRANTOR harmless from any and all liability resulting from any inaccuracy in the description.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees" respectively, whenever the sense of this Deed so requires and,



whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties, the term "successors" being deemed to include, in reference to the Grantee, successors in title to the Grantee.

The Property includes:

- a. all buildings, facilities, fixtures, roadways, infrastructure, improvements thereon, and appurtenances thereto which constitute real property;
- b. all easements, reservations and other rights appurtenant thereto;
- c. all hereditaments and tenements therein and reversions, remainders, issues, profits and other rights belonging or related thereto;
- d. all timber rights; and
- e. all mineral rights.

## 1. CERCLA NOTICE AND COVENANTS

A. Notice. 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 to Transfer (FOST), dated July 27, 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.

### B. Covenants

(1) 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.

(2) This covenant shall not apply to the extent such remedial actions are caused by activities of the Grantee, its successors, assigns, transferees, sublessees, tenants or licensees of the Grantee.

### C. Access Rights and Easement

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, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in the remediation of the Property or the adjacent property, as the case may be, except for emergency situations or an imminent

threat to human health and the environment, (in which case the Grantor shall give such notice as is reasonably practicable under the circumstances) and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section 1.C. will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. 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 remediation or response action conducted by the Grantor under this section. 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.

## **2. ENVIRONMENTAL PROTECTION PROVISIONS**

### **A. LIABILITY FOR CONTAMINATION**

The Grantee, any successor, assignee, transferee, lender or lessee of the Grantee, or its successors or assigns, shall have no obligation to fund, participate in or complete the clean-up of existing hazardous substances, pollutants or contamination (collectively "Contamination") on or under the Property except to the extent any such party caused or contributed to the Contamination as provided under Section 120(h) of CERCLA. Furthermore, the Grantor shall not be liable hereunder to perform or fund any response actions under CERCLA or other applicable law required (i) due to a violation by the Grantee, its successors or assigns, of any of the land use restrictions contained in this Article 3, or (ii) to facilitate land uses prohibited by said land use restrictions.

### **B. NOTICE OF THE PRESENCE OF ASBESTOS AND CONVENANT**

(1) The Grantee is hereby informed and does acknowledge that friable asbestos or asbestos-containing materials (collectively "ACM") have been found on the Property. The locations and conditions of ACM are as described in the EBS and referenced asbestos surveys provided to the Grantee. Except as provided in Subsection (2) below, the ACM on the Property does not currently pose a threat to human health or the environment and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

(2) Buildings 3174 and 3184 have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the EBS and referenced asbestos surveys. The Grantor has agreed to convey said buildings and structures to the Grantee prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the

Grantee, its successors or assigns, will, prior to use or occupancy of said buildings or structures, remediate such friable asbestos or demolish said buildings or structures, or the portions thereof containing friable asbestos, and dispose of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings or structures, the Grantee, its successors or assigns, specifically agree to undertake any and all notice posting, abatement or remediation that may be required under any law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection.

(3) The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantor assumes no liability for any future remediation of asbestos or damages for personal injury, illness, 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 purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee, its successors and assigns, assume no liability for damages for personal injury, illness, disability, death or Property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to asbestos or ACM on any portion of the Property arising prior to the Grantor's conveyance or lease of such portion of the Property to the Grantee.

(4) Unprotected or unregulated exposures to asbestos in product manufacturing and 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, including certain cancers that can result in disability or death.

(5) The Grantee acknowledges that it had the opportunity to inspect 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 Grantee under this section. The failure of the Grantee to inspect or to be fully informed as the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the Grantor, or any adjustment under this Deed.

(6) The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against any suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after conveyance of the Property to the Grantee.

(7) CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE. These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds that include buildings or facilities containing ACM; and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are therefore enforceable by the Grantor and the State of Alabama.

**C. NOTICE OF THE PRESENCE OF LEAD-BASE PAINT AND COVENANT**

(1) The Grantee is hereby informed and does acknowledge that all buildings and Residential Real Property on the Property which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint (LBP). "Residential Real Property" means dwelling units and associated common areas and building exterior surfaces, and any surrounding land, including outbuildings, fences, play equipment affixed to land, available for use by residents (but not including land used for agriculture, 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. Lead from 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 LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

(2) The seller of any interest in Residential Real Property is required to provide the buyer with any information on LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards. Available information concerning known LBP and/or LBP hazards at Ft. McClellan, the location of LBP and/or LBP hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey (EBS) and (for residential properties) LBP inspections and risk assessments, which has been provided to the Grantee. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention and hereby acknowledges receipt of all of the information described in this subparagraph.

(3) 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 execution of this Deed.

(4) The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph A, above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to LBP and/or LBP hazards. Prior to permitting the occupancy of Residential Real Property, the Grantee, its successors and assigns specifically agrees to perform, at their sole expense, the Grantor's abatement requirement 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 Grantee, its successors and assigns, covenant and agree to be responsible for any remediation of LBP or LBP hazards on Residential Real Property found to be necessary after the date of conveyance to the Grantee as a result of the subsequent use of the Property as Residential Real Property. 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 LBP abatement activities.

(5) The Grantee, its successors and assigns, covenant and agree that it shall not permit the occupancy or use of any buildings or structures on the Property, as Residential Real Property or Child-Occupied Facilities, as defined by 40 CFR 745-223, 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 Residential Real Property or a Child-Occupied Facility, the Grantee, its successors and assigns, specifically agree to perform, at its sole expense, the abatement requirements under Title X or any requirements pertaining to lead based paint hazards in Child Occupied Facilities. A Child-Occupied Facility is considered to be a building, or portion of a building, visited regularly by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visit lasts at least 6 hours, and the combined annual visits last at least 60 hours. Child-Occupied Facilities may include, but are not limited to, day-care centers, preschools and kindergarten classrooms.

(6) The Grantee, its successors and assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (a) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (b) 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; (c) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph A above, in accordance with the procedures in 24 CFR 35; (d) Abate lead soil hazards in pre-1978 Residential Real Property, as defined in paragraph A above, in accordance with

procedures in 24 CFR 35; (e) Abate lead soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (f) Comply with EPA lead-based paint work standards when conducting lead-based paint activities (40 CER 745, Subpart L); (g) Perform the activities described in this paragraph within 12 months of the date of the lead-based risk assessment and prior to occupancy or use of the residential real property; and (h) Send a copy of the clearance documentation to the Grantor.

(7) The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, sublessees or to any other person, including members of the general public, arising from LBP or LBP hazards on the Property. 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 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 LBP or LBP hazards on the Property. The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities for actions giving rise to liability under this section. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this instrument and any conveyance of the Property to the Grantee. The Grantee, its successors and assigns, assume no liability for damages for personal injury, illness, disability, death or property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to lead-base paint on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee.

(8) **CONDITIONS, RESTRICTIONS, AND COVENANTS**  
**BINDING AND ENFORCEABLE.** These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds for buildings or facilities that contain LBP; and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are therefore enforceable by the Grantor and the State of Alabama.

#### **D. NOTICE OF THE POTENTIAL PRESENCE OF ORDNANCE AND EXPLOSIVES (OE)**

Fort McClellan is a former military installation with a history of OE use and, therefore, there is a potential for OE to be present on the Property. However, based on a review of existing records and available information, the Property is not known, or suspected, to contain ordnance and explosives. In the event the Grantee, its successors and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local police department. A competent Government or Government designated explosive ordnance professional will

be dispatched promptly to dispose of such ordnance properly. The Grantee, its successors and assigns, will provide access to the Grantor, at no expense to the Government, for the purpose of removal of Ordnance and Explosive (OE) and Unexploded Ordnance ("UXO") in the event the Grantee, its successors and assigns, should discover any ordnance on the Property. Additionally, the Grantee acknowledges receipt of the "Ordnance, Ammunition and Explosives Archives Search Report, dated April, 1997 (the "ASR") and the "Ordnance, Ammunition and Explosives Chemical Warfare Materials Archives Search Report," dated July 1999 (the "CWMASR").

#### **E. NOTICE OF PRESENCE OF POLYCHLORINATED BIPHENYLS AND COVENANT**

(1) The Grantee is hereby informed and does acknowledge that fluorescent light ballasts containing PCBs ("Light Ballasts") may exist on the Property to be conveyed. All Light Ballasts have been properly labeled in accordance with applicable laws and regulations in force at the time of purchase and installation to provide notification to future users, or has been removed and disposed of off post. Any PCB contamination related to such Light Ballasts has been properly remediated prior to conveyance. The Light Ballasts do not currently pose a threat to human health or the environment.

(2) The Grantee covenants and agrees that its continued possession, use and management of any Light Ballast will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and the Grantor assumes no liability for the future remediation of the Light Ballasts or damages for personal injury, illness, 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 other activity causing or leading to contact of any kind whatsoever with the Light Ballasts, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

(3) **CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE.** These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds that transfer buildings or facilities that contain Light Ballasts; and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are therefore enforceable by the Grantor and the State of Alabama.

#### **F. NOTICE OF THE PRESENCE OF ENDANGERED SPECIES AND COVENANT**

Gray bats (*Myotis grisescens*) are known to forage in the main channel of Cane Creek and Remount Creek and are known to roost in caves and under bridges in the vicinity. The areas within the Property that are adjacent to Cane Creek and Remount Creek have been identified as suitable gray bat foraging habitat. Gray bats are listed as endangered by the U.S. Fish and Wildlife Service (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.

The following measures will limit potential take of gray bats on this parcel. 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 the Property adjacent to Cane Creek and Remount Creek. 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 Cane Creek and Remount Creek with high or moderate quality foraging habitat on the Property 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.

**CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE.** These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds for those portions of the Tract Nos. 2 and 3 that are adjacent to Cane Creek and Remount Creek and their tributaries and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are therefore enforceable by the Grantor and the State of Alabama.

### **3. NOTICE OF NON-DISCRIMINATION**

With respect to activities related to the Property, the Grantee shall not discriminate against any person or persons or exclude them from participation in the



Grantee's operations, programs or activities conducted on the Property because of race, color, religion, sex, age, handicap or national origin.

#### **4. INDEMNIFICATION**

In conveying the Property, the Grantor 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.

#### **5. ANTI-DEFICIENCY ACT**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act.



The terms and conditions of this Quitclaim Deed are hereby accepted this 12  
day of Dec, 2000.

**ANNISTON-CALHOUN COUNTY  
FORT MCCLELLAN  
JOINT POWERS AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Roy Hanner  
Chairman