

DEED 3004 117
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Arthur C. Murray
Judge of Probate
Calhoun County, Alabama

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

Recording Fee 30.00
TOTAL 30.00

STATE OF ALABAMA, CALHOUN COUNTY
I hereby certify that no Deed Tax has been
collected on this instrument.

STATE OF ALABAMA)
COUNTY OF CALHOUN)

Arthur C. Murray
Judge of Probate
"NOT TAX COLLECTED"

QUITCLAIM DEED NO. 3
Fort McClellan, Alabama

THIS QUITCLAIM DEED made and entered into between 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 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 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 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 this is the third conveyance to the GRANTEE with conveyances to follow; 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 a certain parcel of land, located in the City of Anniston, Calhoun County, Alabama (the "Property"), which property contains approximately 20.34 acres as described below:

Commence at an existing 1" pipe in concrete marking the Northeast corner of Section 29, T-15-S, R-8-E, and run South 00°45'58" West along the East line of said section a distance of 310.08 feet to an existing 3" pipe marking the Northeast corner of the City of Anniston property as recorded in Deed Book 1409, Page 965 & 966, Calhoun County Probate Office; thence run South 60°06'21" West along the Northwesterly line of said property a distance of 2264.07 feet to an iron pin set (1/2" rebar with cap stamped JBWT CA0046LS) and the point of beginning. From said point of beginning continue South 60°06'21" West along said Northwesterly line a distance of 1541.79 feet to an iron pin set on the Easterly right-of-way line of Alabama Highway #21; thence run North 03°20'29" West along said right-of-way line a distance of 808.68 feet to an

iron pin set on the Southerly right-of-way line of the proposed Eastern by-pass ALDOT Project DPI-0192(004); thence run North 39°52'42" East along said proposed right-of-way a distance of 146.20 feet to an iron pit set; thence run North 82°54'43" East along said proposed right-of-way a distance of 498.59 feet to an iron pin set; thence run North 45°51'04" East along said proposed right-of-way a distance of 817.72 feet to an iron pin set; thence leaving said proposed right-of-way run South 09°07'07" East a distance of 586.53 feet to an iron pin set; thence run South 29°39'00" East a distance of 233.62 feet to the point of beginning.

Said parcel of land being a portion of Section 29, T-15-S, R-8-E, and subject to the following easements:

Easement to Alabama Gas Company recorded at Deed Book (DB) 3001, Pages 453-465 in the Probate Records of Calhoun County, Alabama.

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

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

Easement to the Anniston Water Works and Sewer Board recorded at Deed Book 2141, Pages 217-272 in the Probate Records of 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 "GRANTOR's" and "GRANTEE's" 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 easements, reservations and other rights appurtenant thereto;
- b. all hereditaments and tenements therein and reversions, remainders, issues, profits and other rights belonging or related

- thereto;
- c. all timber rights; and
- d. 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 January 3, 2001, 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 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 Army 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

(1) 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.

(2) The GRANTOR 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.

B. NOTICE OF THE POTENTIAL PRESENCE OF ORDNANCE AND EXPLOSIVES (OE)

(1) Based on a review of existing records and available information, the property has contained unexploded ordnance (UXO) and OE. Recent OE response action identified that the Property was used in the past for familiarization training with various munitions. A removal action to locate and remove all UXO and OE reasonably possible to detect was conducted on the Property and the Property was determined to be safe for unrestricted use. In the event the GRANTEE, its successors and assigns, should discover any UXO or OE 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 UXO or OE properly. The GRANTEE, its successors and assigns, will provide access to the GRANTOR, at no expense to

the GRANTOR, for the purpose of removal of UXO or OE in the event the GRANTEE, its successors or 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").

(2) Ordnance and Explosives have been found on adjacent property. The U.S. Army intends to investigate the adjacent property. The investigation may have an impact on the Property through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any structure which is being demolished using explosives) that intersect the Property. Due to the use of 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 Property owner. Upon completion of all OE work within the exclusion zones all temporary notices and restrictions shall no longer be applicable.

(3) To this end, and except in the case of emergencies, which may include the unanticipated discovery of undetonated OE, evacuations hereunder will be no longer than twelve (12) hours in duration or as otherwise agreed to between the GRANTOR and GRANTEE and will be coordinated, to the maximum extent possible, with the GRANTEE, its successors or assigns, at least ten (10) days in advance unless otherwise agreed to by the GRANTOR and GRANTEE. Except as specifically provided below, the Subsection 2.B(3) shall terminate and not restrict or effect the Property in any way following the issuance of a notification by the GRANTOR that removal actions on the adjacent property have been completed such that the exclusion zones on the GRANTEE'S property are no longer required, or after the twelve month anniversary date of the execution of this Deed ("Expiration Date"), whichever occurs earlier. No further notices or amendments to this Deed will be required to perfect this termination. The GRANTOR may, prior to the Expiration Date, extend the provisions of this for two successive six-month terms from the Expiration Date. Said extension must be evidenced by an executed extension notice from the GRANTOR, which notice must be properly recorded in the real estate records of Calhoun County, Alabama.

(4) 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.

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.

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 6th day of February, 2001.

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:

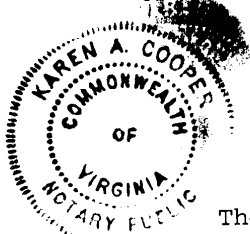
Witness W.T. Biny

Witness Joy W. Smith

COMMON WEALTH OF VIRGINIA)
) SS:
COUNTY OF ARLINGTON)


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, 2001² 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 6th, day of February, 2001, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper
Notary Public



The terms and conditions of this Quitclaim Deed are hereby accepted the 14 day of FEBRUARY, 2001.

ANNISTON-CALHOUN
FORT MCCLELLAN
JOINT POWERS AUTHORITY

JOINT POWERS AUTHORITY

ROY HANNER
Chairman, Anniston-Calhoun County
Fort McClellan Development
Joint Powers Authority

GRANTEE'S MAILING ADDRESS:

P.O. Box 5327
Ft. McClellan, AL 36205