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DEED 3020 280
Recorded In Above Book and Page
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Arthur C. Murray
Judge of Probate
Calhoun County, Alabama

STATE OF ALABAMA)

COUNTY OF CALHOUN)

**SUPER FOST 1
QUITCLAIM DEED NO. 7
Fort McClellan, Alabama**

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

Arthur C. Murray
Judge of Probate
"TAX EXEMPT"

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 DEVELOPMENT JOINT POWERS AUTHORITY**, an unincorporated nonprofit association under the Alabama Unincorporated Nonprofit Association Act (hereinafter referred to as the "**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 non-cost Economic Development Conveyance (EDC) under Section 2821 of the National Defense Authorization Act of 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 December 12, 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 as 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 located in the City of Anniston, Calhoun County, Alabama (the "Property"), which property contains approximately 2247.55 acres as described below:

Legal Description

All that tract or parcel of land lying and being in Sections 1, 2, 3 and 4, Township 16 South, Range 8 East, Sections 33, 34, 35 and 36, Township 15 South, Range 8 East and Section 31, Township 15 South, Range 9 East, Huntsville Meridian, Calhoun County, Alabama, more particularly described as follows:

Beginning at a point which is at the northeast corner said Section 1, Township 16 South, Range 8 East and at a corner of a tract of land owned by the United States of America at Fort McClellan, Alabama Military Reservation;

Thence South along east line of said section which is along the boundary of said United States tract a distance of 5,304.42 feet, more or less, to a point which is at the southeast corner of said section and at a corner of said United States tract;

Thence West along the south line of said Sections 1, 2, 3 and 4 consecutively which is along the boundary of said United States tract a distance of 19,064.76 feet, more or less, to a point which is at a corner of said United States tract and on the cooperate limits of the City of Anniston, Alabama;

Thence Northwesterly along a curve to the left with a radius of 7,920.00 feet, which is along the former corporate limits of the City of Anniston, Alabama and along the boundary of said United States tract the following chords:

N 19° 08' E a distance of 295.68 feet;

N 16° 58' E a distance of 330.00 feet;

N 14° 34' E a distance of 330.00 feet;

N 12° 10' E a distance of 330.00 feet;

N 09° 46' E a distance of 330.00 feet;

N 07° 22' E a distance of 330.00 feet;

N 04° 58' E a distance of 330.00 feet;

N 02° 34' E a distance of 330.00 feet;

N 00° 10' E a distance of 330.00 feet;

N 02° 14' W a distance of 330.00 feet;

N 04° 38' W a distance of 330.00 feet;

N 07° 02' W a distance of 330.00 feet;

N 09° 26' W a distance of 330.00 feet;

N 11° 50' W a distance of 330.00 feet;

N 14° 14' W a distance of 330.00 feet;

N 16° 38' W a distance of 330.00 feet;

N 17° 55' W a distance of 153.12 feet to a point on the south line of said Section 33,

Township 15 South, Range 8 East;

N 20° 13' W a distance of 177.54 feet;

N 21° 26' W a distance of 330.00 feet;

N 23° 50' W a distance of 330.00 feet;

N 26° 14' W a distance of 330.00 feet;

N 28° 38' W a distance of 330.00 feet;

N 31° 02' W a distance of 330.00 feet;

N 33° 26' W a distance of 330.00 feet;

N 35° 50' W a distance of 330.00 feet;

N 38° 14' W a distance of 330.00 feet;

N 40° 38' W a distance of 330.00 feet;

N 43° 02' W a distance of 330.00 feet;

N 45° 26' W a distance of 330.00 feet;

N 47° 04' W a distance of 106.26 feet to a point which is on the east line of said Section 33 and at a corner of said United States tract;

Thence N 01° 10' E along the east line of said section which is along the boundary of said United States tract a distance of 908.3 feet;

Thence the following bearings and distances:

S 79° 31' E a distance of 3,410.4 feet;

S 60° 50' E a distance of 2,140.3 feet;
 S 87° 06' E a distance of 3,422.1 feet;
 S 66° 04' E a distance of 3,102.7 feet;
 S 64° 03' W a distance of 231.3 feet;
 S 22° 27' W a distance of 523.6 feet;
 S 46° 39' W a distance of 1,925.1 feet;
 S 62° 46' E a distance of 217.5 feet;
 S 34° 20' W a distance of 350.6 feet;
 S 70° 55' E a distance of 307.4 feet;
 S 19° 05' W a distance of 307.5 feet;
 S 76° 50' E a distance of 896.4 feet;
 N 24° 36' E a distance of 957.6 feet;
 N 60° 54' E a distance of 783.9 feet;
 N 79° 20' E a distance of 495.8 feet;
 S 55° 40' E a distance of 1,051.7 feet;
 S 00° 39' E a distance of 388.9 feet;
 S 89° 21' E a distance of 486.2 feet;
 S 44° 20' E a distance of 275.1 feet;
 S 89° 21' E a distance of 389.0 feet;
 N 76° 36' E a distance of 400.9 feet;
 S 81° 13' E a distance of 687.5 feet;
 N 56° 58' E a distance of 701.1 feet;
 S 25° 55' E a distance of 439.4 feet;
 N 58° 38' E a distance of 584.0 feet;
 S 73° 32' E a distance of 1,264.2 feet;
 N 69° 27' E a distance of 1,665.3 feet;
 N 45° 00' E a distance of 2,172.8 feet;
 S 45° 12' E a distance of 716.9 feet, more or less, to a point which is on the south line of said Section 31, Township 15 South, Range 9 East and on the boundary of said United States tract;
 Thence West along the south line of said Section 33 which is along the boundary of said United States tract a distance of 282.9 feet, more or less, to the point of beginning.
 Containing 2,617.10 acres, more or less.

LESS AND EXCEPT

A parcel of land situated in the NW¼ of the NE¼ and the NE¼ of the NW¼ of Section 4, Township 16 South, Range 8 East and the SW¼ of the SE¼ and the SE¼ of the SW¼ of Section 33, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commencing at a open top iron found at the Southeast corner of the NW¼ of Section 4, Township 16 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama;

Thence run N 90° 00' 00" W for a distance of 60.49 feet to the northeasterly boundary line of the City of Anniston and the Point of Curvature of a non-tangent curve

to the left, having a radius of 7,920.00 feet, a central angle of $15^{\circ} 25' 29''$, a chord length of 2,125.73 feet and a chord bearing of $N 07^{\circ} 12' 42'' W$;

Thence continue along the arc of said curve for a distance of 2,132.17 feet to the Point of Tangency of said curve and the POINT OF BEGINNING, said point also being the Point of Curvature of a curve to the left, having a radius of 7,920.00 feet, a central angle of $10^{\circ} 14' 25''$, a chord length of 1,413.64 feet and a chord bearing of $N 20^{\circ} 02' 39'' W$;

Thence continue along the arc of said curve for a distance of 1,415.53 feet to the Point of Tangency of said curve;

Thence run $N 79^{\circ} 08' 40'' E$ for a distance of 1,665.27 feet;

Thence run $S 15^{\circ} 46' 54'' E$ for a distance of 825.74 feet;

Thence run $S 58^{\circ} 22' 33'' W$ for a distance of 1,615.40 feet to the POINT OF BEGINNING.

Containing 40.72 acres more or less.

ALSO LESS AND EXCEPT

All that tract or parcel of land lying and being in the Sections 33 and 34, Township 15 South, Range 8 East and Section 3, Township 16 South Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commencing at the Southwest corner of Section 3, Township 16 South, Range 8 East, Calhoun County, Alabama;

Thence $S 89^{\circ} 49' 28'' E$ along the South boundary of said section a distance of 2,835.95 feet to the POINT OF BEGINNING, said point being 314.3 feet Westerly and at right angles to the centerline of construction of Anniston East Bypass at Station 171+29.32;

Thence $N 21^{\circ} 21' 46'' W$ a distance of 375.61 feet to a point that is 375 feet Westerly and at right angles to said centerline at Station 175+00;

Thence $N 08^{\circ} 29' 08'' W$ a distance of 1,202.34 feet to a Point that is 300 feet Westerly and at right angles to said centerline at Station 187+00;

Thence $N 31^{\circ} 11' 07'' W$ a distance of 952.38 feet to a point that is 612 feet Westerly and at right angles to said centerline at Station 195+99.8;

Thence $N 11^{\circ} 32' 55'' W$ a distance of 223.63 feet to a point that is 610 feet Westerly and at right angles to said centerline at Station 198+23.44;

Thence $N 05^{\circ} 16' 40'' W$ a distance of 1,506.16 feet to a point that is 225 feet Westerly and at right angles to said centerline at Station 214+00;

Thence $N 33^{\circ} 34' 49'' W$ a distance of 1,151.30 feet to a point that is 220 feet Westerly and at right angles to said centerline at Station 226+00;

Thence $N 50^{\circ} 08' 42'' W$ a distance of 672.59 feet to a point that is 300 feet Southwesterly and at right angles to said centerline at Station 233+00;

Thence $S 75^{\circ} 50' 01'' W$ a distance of 920.99 feet to a point that is 1,048.89 feet Southwesterly and at right angles to said centerline at Station 239+09.59;

Thence N 63° 48' 36" W a distance of 442.87 feet to a point that is 1,112 feet Southwesterly and at right angles to said centerline at Station 244+50;

Thence N 38° 25' 01" W a distance of 1,605.30 feet to a point that is 550 feet Southwesterly and at right angles to said centerline at Station 259+65.12;

Thence N 36° 51' 09" W a distance of 1,284.35 feet to a point that is 398.08 feet Westerly and at right angles to said centerline at Station 270+00;

Thence N 82° 59' 51" W a distance of 358.21 feet to a point that is 700 feet Westerly and at right angles to said centerline at Station 271+50;

Thence N 36° 50' 50" W a distance of 252.15 feet to a point that is 770 feet Westerly and at right angles to said centerline at Station 273+25;

Thence N 52° 53' 09" E a distance of 389.69 feet to a point that is 405 feet Westerly and at right angles to said centerline at Station 274+29.68;

Thence N 08° 36' 08" W a distance of 422.94 feet to a point that is 358 feet Westerly and at right angles to said centerline at Station 278+50;

Thence N 26° 50' 32" W a distance of 204.37 feet to a point that is 400 feet Westerly and at right angles to said centerline at Station 280+50;

Thence N 08° 17' 15" E a distance of 217.70 feet to a point that is 314 feet Westerly and at right angles to said centerline at Station 282+50;

Thence N 08° 35' 32" W a distance of 24.97 feet;

Thence S 79° 03' 14" E a distance of 615.37 feet to a point on the Eastern boundary of said Anniston East Bypass;

Thence S 10° 56' 42" E a distance of 456.10 feet to a point that is 210 feet Easterly and at right angles to said centerline at Station 275+50;

Thence S 28° 58' 53" E a distance of 124.00 feet to a point that is 240 feet Easterly and at right angles to said centerline at Station 274+29.68;

Thence S 72° 54' 33" E a distance of 192.93 feet to a point that is 400 feet Easterly and at right angles to said centerline at Station 273+00;

Thence S 34° 30' 19" E a distance of 276.25 feet to a point that is 450 feet Easterly and at right angles to said centerline at Station 269+50;

Thence S 08° 24' 56" W a distance of 270.86 feet to a point that is 270 feet Easterly and at right angles to said centerline at Station 267+00;

Thence S 28° 34' 56" E a distance of 268.33 feet to a point that is 210 feet Northeasterly and at right angles to said centerline at Station 264+00;

Thence S 69° 25' 04" E a distance of 390.27 feet to a point that is 325 feet Northeasterly and at right angles to said centerline at Station 259+65.12;

Thence S 54° 00' 17" E a distance of 466.82 feet to a point that is 285 feet Northeasterly and at right angles to said centerline at Station 255+00;

Thence N 02° 59' 45" W a distance of 47.65 feet to a point that is 190 feet Westerly and at right angles to centerline of construction of Lake Yahou Access Road at Station 15+33.37;

Thence N 14° 53' 02" W a distance of 483.38 feet to a point that is 190 feet Westerly and at right angles to said centerline at Station 10+50;

Thence N 75° 06' 39" E a distance of 380.00 feet to a point that is 190 feet Easterly and at right angles to said centerline at Station 10+50;

Thence S 10° 09' 17" E a distance of 485.07 feet to a point that is 150 feet Easterly and at right angles to said centerline at Station 15+33.42;

Thence S 45° 43' 57" E a distance of 301.99 feet to a point that is 200 feet Northeasterly and at right angles to said centerline at Station 19+73.77;

Thence S 58° 55' 07" E a distance of 717.63 feet to a point that is 200 feet Northeasterly and at right angles to said centerline at Station 26+91.4;

Thence S 88° 49' 09" E a distance of 327.51 feet to a point that is 220 feet Northerly and at right angles to said centerline at Station 32+26.9;

Thence N 67° 31' 57" E a distance of 758.22 feet to a point that is 220 feet Northerly and at right angles to said centerline at Station 39+85.13;

Thence N 57° 30' 56" E a distance of 122.72 feet to a point that is 220 feet Northerly and at right angles to said centerline at Station 41+85.35;

Thence N 48° 37' 08" E a distance of 516.35 feet to a point that is 210 feet Northwesterly and at right angles to said centerline at Station 47+01.6;

Thence N 68° 24' 26" E a distance of 441.62 feet to a point that is 210 feet Northeasterly and at right angles to said centerline at Station 50+00;

Thence S 76° 52' 52" E a distance of 448.77 feet to a point that is 280 feet Northeasterly and at right angles to said centerline at Station 48+23;

Thence N 59° 01' 24" E a distance of 213.95 feet to a point that is 225 feet Northwesterly and at right angles to said centerline at Station 50+55.52;

Thence N 28° 33' 47" E a distance of 118.67 feet;

Thence S 87° 06' 19" E a distance of 425.60 feet;

Thence S 66° 04' 25" E a distance of 110.423 feet to a point on the Eastern boundary of the Iron Mountain Road Connector;

Thence S 39° 35' 54" W a distance of 412.87 feet to a point that is 200 feet Southeasterly and at right angles to said centerline at Station 55+55.52;

Thence S 30° 36' 17" W a distance of 530.77 feet to a point that is 350 feet Southeasterly and at right angles to said centerline at Station 46+00;

Thence S 64° 07' 37" W a distance of 111.83 feet to a point that is 330 feet Southeasterly and at right angles to said centerline at Station 45+04.18;

Thence S 64° 12' 33" W a distance of 814.62 feet to a point that is 200 feet Southeasterly and at right angles to said centerline at Station 37+00;

Thence S 29° 27' 48" W a distance of 1,037.72 feet to a point that is 440 feet Easterly and at right angles to centerline of construction of Anniston East Bypass at Station 227+00;

Thence S 35° 09' 53" E a distance of 644.91 feet to a point that is 410 feet Easterly and at right angles to said centerline at Station 221+00;

Thence S 21° 14' 46" E a distance of 1,068.23 feet to a point that is 250 feet Easterly and at right angles to said centerline at Station 211+00;

Thence S 38° 26' 12" E a distance of 1,133.20 feet to a point that is 613 feet Easterly and at right angles to said centerline at Station 201+00;

Thence S 07° 16' 42" E a distance of 307.04 feet to a point that is 580 feet Easterly and at right angles to said centerline at Station 198+23;

Thence S 01° 55' 24" W a distance of 951.70 feet to a point that is 350 feet Easterly and at right angles to said centerline at Station 189+00;

Thence S 10° 01' 00" E a distance of 1,400.88 feet to a point that is 300 feet Easterly and at right angles to said centerline at Station 175+00;

Thence S 31° 51' 38" E a distance of 531.42 feet to a point that is 480 feet Easterly and at right angles to said centerline at Station 170+00;

Thence S 11° 25' 40" W a distance of 42.80 feet to a point that is 462.94 feet Easterly and at right angles to said centerline at Station 169+60.75 also being a point on the South boundary of section 3, Township 16 South, Range 8 East, Calhoun County, Alabama;

Thence N 89° 49' 28" West along the South boundary of said Section 3 a distance of 795.31 feet to the Point of Beginning. Said point being 314.3 feet Westerly and at right angles to said centerline at Station 171+29.32.

Containing 288.70 acres, more or less.

ALSO LESS AND EXCEPT

All that tract or parcel of land lying and being in the Sections 3 and 4, Township 16 South Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commencing at the Southwest corner of Section 3, Township 16 South, Range 8 East, Calhoun County, Alabama;

Thence S 89° 49' 28" E along the South boundary of said section a distance of 2,835.95 feet to point that is 314.3 feet Westerly and at right angles to the centerline of construction of Anniston East Bypass at Station 171+29.32;

Thence N 21° 21' 46" W a distance of 375.61 feet to a point that is 375 feet Westerly and at right angles to said centerline at Station 175+00;

Thence N 08° 29' 08" W a distance of 1,202.34 feet to a point that is 300 feet Westerly and at right angles to said centerline at Station 187+00;

Thence N 31° 11' 07" W a distance of 952.38 feet to a point that is 612 feet Westerly and at right angles to said centerline at Station 195+99.8;

Thence N 11° 32' 55" W a distance of 223.63 feet to a point that is 610 feet Westerly and at right angles to said centerline at Station 198+23.44;

Thence N 05° 16' 40" W a distance of 1,302.50 feet to the POINT OF BEGINNING;

Thence S 62°30' W a distance of 1812.2 feet;

Thence N 42° 00' W a distance of 273.7 feet;

Thence N 09° 00' W a distance of 821.2 feet;

Thence N 50° 30' E a distance of 320.9 feet;

Thence S 88° 00' E a distance of 377.5 feet;

Thence N 72° 00' E a distance of 329.8 feet;

Thence N 47° 30' E a distance of 254.8 feet;

Thence N 73° 00' E a distance of 418.9 feet, more or less, to a point on the western right-of-way of Anniston East Bypass;

Thence S 33° 34' 49" E along the western right-of-way of said bypass a distance of 675.02 feet;

Thence S 05° 16' 40" E along the western right-of-way of said bypass a distance of 203.66 feet, more or less, to the point of beginning.

Containing 40.13 acres, more or less.

Containing a net total of 2247.55 acres, more or less.

Said parcel of land being subject to existing building or zoning laws, as applicable;
And said parcel of land being subject to those easements, reservations, restrictions or outgrants of record and/or the following easements:

Easement to Alabama Gas Company recorded at Deed Book 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.

Easements 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 description of the Property was prepared from previous surveys and office projections. Most of the description is along existing boundaries of Fort McClellan. The GRANTEE shall indemnify and hold the GRANTOR harmless from

any and all liability resulting from any inaccuracy in the description. It is the responsibility of the GRANTEE to locate and mark the lines on the ground.

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 Section 120 (h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified, in the Finding of Suitability to Transfer (FOST), dated 2 February 2001, copies of which have 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

easeement, 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 2.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 4, or (ii) to facilitate land uses prohibited by said land use restrictions.

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 ordnance and explosives ("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) OE has been found on adjacent property. The Grantor 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 UXO 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, Subsections 2.B (2) and 2.B (3) hereof 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 affecting the 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 Subsections 2.B (2) and 2.B (3) hereof 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, except that Subsections 2.B (2) and 2.B (3) may be terminated as provided herein; 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.

C. NOTICE OF THE PRESENCE OF ENDANGERED SPECIES AND COVENANT

(1) 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 erosions control should be followed. Additionally, modification of stream banks and water flow should be avoided to maintain present water quality and physical structure.

(2) 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 Property that are adjacent to Cane Creek and Remount Creek and their tributaries as identified on the map attached hereto as Exhibit "A"; 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.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Secretary of the Army and the Seal of the Department of the Army to be hereunto affixed this 6th day of May, 2002.

UNITED STATES OF AMERICA

By: Joseph W. Whitaker

Joseph W. Whitaker

Deputy Assistant Secretary of the Army (I&H)

Signed, Sealed and Delivered

In the presence of:

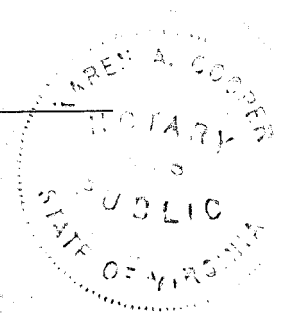
Witness: W. T. Burns

Witness: Raymond J. Bernard

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, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Deputy Assistant Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 6th, May, 2002, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Loren A. Cooper
Notary Public



The terms and conditions of this Quitclaim Deed are hereby accepted this 18 day of April, 2002.

**ANNISTON-CALHOUN COUNTY
FORT McCLELLAN DEVELOPMENT
JOINT POWERS AUTHORITY**

By: James A. [Signature]
Title: Chairman, JPA
Date: April 18, 2002

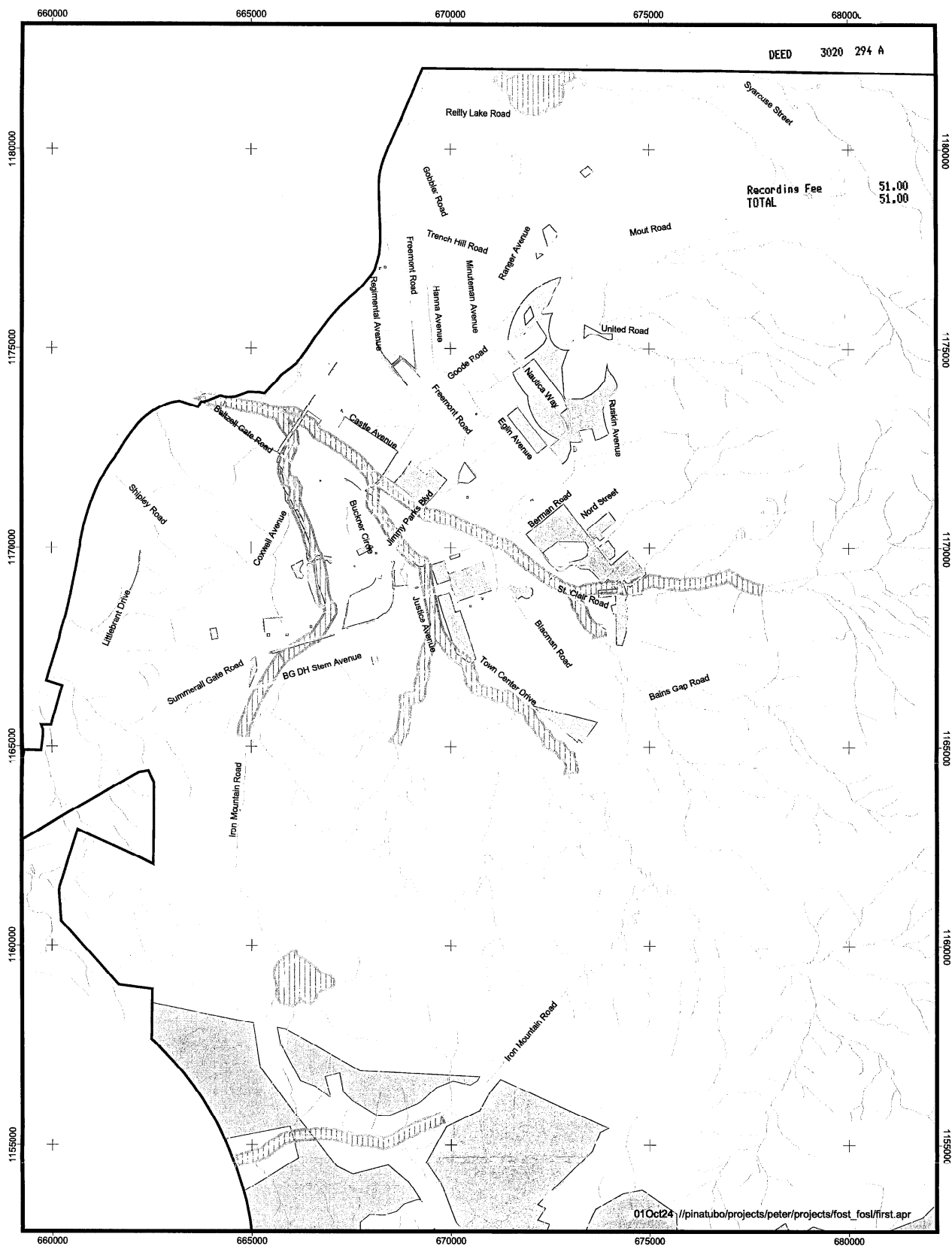


Figure 5 Finding of Suitability to Transfer
Endangered Species
SUPER FOST I

Legend

Roads

Streams



Moderate Gray Bat Habitat



Property to be Transferred

0 2000 4000

State Plane feet, NAD83

October 2001



US Army Corps of Engineers
Mobile District
Fort McClellan
Calhoun County, Alabama
Contract No. DACA21-96-D-0018 Environmental Office

Fort McClellan

