

THIS INSTRUMENT PREPARED BY:  
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P.O. Box 2288  
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DEED 3031 517  
Recorded In Above Book and Page  
03/10/2003 01:08:40 PM  
Arthur C. Murray  
Judge of Probate  
Calhoun County, Alabama

STATE OF ALABAMA )

COUNTY OF CALHOUN )

**QUITCLAIM DEED NO. 8**  
**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 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

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**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, together with buildings totaling approximately 295,474 square feet (facilities identified on Exhibit "A") and improvements thereon located in the City of Anniston, Calhoun County, Alabama (the "Property"), which property contains approximately 186.21 acres as described below:

### **Legal Description**

#### **PARCEL 1 BOUNDARY DESCRIPTION**

A parcel of land situated in the West half of the Northwest Quarter of Section 16, the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, both lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

Commence at the northwest corner of Section 16, Township 15 South, Range 8 East, thence run South 89° 36' 34" East, along the north boundary line of said Section, for a distance of 693.52 feet; thence, leaving said north line, run South 00° 23' 26" West for a distance of 1787.06 feet; thence run South 89° 36' 34" East for a distance of 440.54 feet to the **POINT OF BEGINNING**; thence run North 72° 42' 14" West for a distance of 610.65 feet to the Point of Curvature of a curve to the left, having a radius of 975.00 feet, a central angle of 16° 58' 44", a chord length of 287.87 feet and a chord bearing of North 81° 11' 37" West; thence continue along the arc of said curve for a distance of 288.93 feet to the Point of Tangency of said curve; thence run North 89° 40' 59" West for a distance of 263.51 feet to the Point of Curvature of a curve to the right, having a radius of 625.00 feet, a central angle of 39° 01' 36", a chord length of 417.53 feet and a chord bearing of North 70° 10' 11" West; thence continue along the arc of said curve for a distance of 425.72 feet to the Point of Tangency of said curve; thence run North 50° 39'

22" West for a distance of 85.03 feet to the Point of Curvature of a curve to the left, having a radius of 1375.00 feet, a central angle of  $06^{\circ} 09' 42''$ , a chord length of 147.80 feet and a chord bearing of North  $53^{\circ} 44' 13''$  West; thence continue along the arc of said curve for a distance of 147.87 feet to the Point of Tangency of said curve; thence run North  $56^{\circ} 49' 04''$  West for a distance of 595.15 feet to the Point of Curvature of a curve to the left, having a radius of 675.00 feet, a central angle of  $21^{\circ} 37' 08''$ , a chord length of 253.18 feet and a chord bearing of North  $67^{\circ} 37' 38''$  West; thence continue along the arc of said curve for a distance of 254.69 feet to the Point of Tangency of said curve; thence run North  $78^{\circ} 26' 12''$  West for a distance of 944.48 feet to the Point of Curvature of a curve to the left, having a radius of 540.00 feet, a central angle of  $57^{\circ} 10' 39''$ , a chord length of 516.80 feet and a chord bearing of South  $72^{\circ} 58' 28''$  West; thence continue along the arc of said curve for a distance of 538.89 feet to the Point of Tangency of said curve and the east boundary line of the Northeast Quarter of the Northwest Quarter of Section 17; thence run South  $01^{\circ} 03' 52''$  West, along said east line, for a distance of 64.32 feet to the Point of Curvature of a curve to the left, having a radius of 594.95 feet, a central angle of  $26^{\circ} 33' 59''$ , a chord length of 273.40 feet and a chord bearing of South  $31^{\circ} 22' 51''$  West; thence, leaving said west line, continue along the arc of said curve for a distance of 275.86 feet to the Point of Tangency of said curve; thence run South  $18^{\circ} 05' 52''$  West for a distance of 164.10 feet to the south boundary line of said quarter-quarter, thence run North  $89^{\circ} 54' 08''$  West, along said south line, for a distance of 24.10 feet to the easterly right-of-way of Southern Railroad (right-of-way width 100 feet); thence, leaving said south line, run North  $18^{\circ} 05' 52''$  East, along said right-of-way, for a distance of 716.00 feet to the east boundary line of said quarter-quarter; thence, leaving said right-of-way, run South  $01^{\circ} 03' 52''$  West, along said east line, for a distance of 157.65 feet to the Point of Curvature of a curve to the right, having a radius of 590.00 feet, a central angle of  $52^{\circ} 18' 14''$ , a chord length of 520.09 feet and a chord bearing of North  $75^{\circ} 24' 41''$  East; thence, leaving said east line, continue along the arc of said curve for a distance of 538.60 feet to the Point of Tangency of said curve; thence run South  $78^{\circ} 26' 12''$  East for a distance of 944.48 feet to the Point of Curvature of a curve to the right, having a radius of 725.00 feet, a central angle of  $21^{\circ} 37' 08''$ , a chord length of 271.94 feet and a chord bearing of South  $67^{\circ} 37' 38''$  East; thence continue along the arc of said curve for a distance of 273.56 feet to the Point of Tangency of said curve; thence run South  $56^{\circ} 49' 04''$  East for a distance of 595.15 feet to the Point of Curvature of a curve to the right, having a radius of 1425.00 feet, a central angle of  $06^{\circ} 09' 42''$ , a chord length of 153.17 feet and a chord bearing of South  $53^{\circ} 44' 13''$  East; thence continue along the arc of said curve for a distance of 153.24 feet to the Point of Tangency of said curve; thence run South  $50^{\circ} 39' 22''$  East for a distance of 85.03 feet to the Point of Curvature of a curve to the left, having a radius of 575.00 feet, a central angle of  $39^{\circ} 01' 36''$ , a chord length of 384.13 feet and a chord bearing of South  $70^{\circ} 10' 11''$  East; thence continue along the arc of said curve for a distance of 391.66 feet to the Point of Tangency of said curve; thence run South  $89^{\circ} 40' 59''$  East for a distance of 263.51 feet to the Point of Curvature of a curve to the right, having a radius of 1025.00 feet, a central angle of  $16^{\circ} 58' 44''$ , a chord length of 302.64 feet and a chord bearing of South  $81^{\circ} 11' 37''$  East; thence continue along the arc of said curve for a distance of 303.75 feet to the Point of Tangency of said curve; thence run South  $72^{\circ} 42' 14''$  East for a distance of 719.92 feet; thence run South  $75^{\circ} 24' 10''$  West for a distance of 31.60 feet; thence run South  $20^{\circ} 42' 31''$  West for a distance of 19.29 feet; thence run North  $80^{\circ} 55' 50''$  West for a distance of 81.66 feet; thence run South  $28^{\circ} 35' 54''$  West for a distance of 2.41 feet to the **POINT OF**

**BEGINNING**; said described tract containing 238,808 Square Feet (5.48 Acres) more or less. **LESS and EXCEPT** any portions lying within public road right-of-way.

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#### PARCEL 2

##### BOUNDARY DESCRIPTION

A parcel of land situated in the Southwest Quarter of Section 16, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 16, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89°36'34" East along the north line of said section, for a distance of 693.52 feet; thence leaving said north line, run South 00°23'26" West for a distance of 3933.16 feet to the **POINT OF BEGINNING**; thence run North 47°13'36" East for a distance of 551.65 feet; thence run North 79°20'09" East for a distance of 273.50 feet; thence run South 15°15'18" East for a distance of 82.18 feet; thence run South 43°32'40" West for a distance of 718.19 feet; thence run North 48°57'17" West for a distance of 265.93 feet to the **POINT OF BEGINNING**; said described tract containing 166,808 Square Feet, (3.83 Acres) more or less.

#### PARCEL 3

##### BOUNDARY DESCRIPTION

A parcel of land situated in the West Half of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89°12'06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence leaving said south line, run North 00° 15' 11" East for a distance of 1361.33 feet; thence run South 89° 44' 49" East for a distance of 412.18 feet; thence run North 00° 15' 11" East for a distance of 373.44 feet to the **POINT OF BEGINNING**; thence run North 35° 06' 23" West for a distance of 231.08 feet; thence run North 53° 19' 03" East for a distance of 114.36 feet; thence run North 28° 59' 20" West for a distance of 79.17 feet; thence run North 53° 49' 25" East for a distance of 107.81 feet; thence run South 27° 14' 49" East for a distance of 89.58 feet; thence run South 40° 45' 26" West for a distance of 9.76 feet; thence run South 29° 32' 20" East for a distance of 225.89 feet; thence run South 55° 11' 45" West for a distance of 186.92 feet to the **POINT OF BEGINNING**; said described tract containing 54,953 Square Feet (1.26 Acres) more or less.

PARCEL 4  
BOUNDARY DESCRIPTION

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A parcel of land situated in the West Half of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $89^{\circ}12'06''$  East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence leaving said south line run North  $00^{\circ}15'11''$  East for a distance of 3824.71 feet; thence run South  $90^{\circ}00'00''$  East for a distance of 668.26 feet; thence run South  $00^{\circ}00'00''$  West for a distance of 551.25 feet to the **POINT OF BEGINNING**; thence run South  $14^{\circ}28'59''$  East for a distance of 295.63 feet; thence run South  $72^{\circ}55'46''$  West for a distance of 61.39 feet; thence run South  $72^{\circ}55'44''$  West for a distance of 117.88 feet; thence run North  $14^{\circ}50'25''$  West for a distance of 19.53 feet; thence run North  $90^{\circ}00'00''$  West for a distance of 25.08 feet; thence run North  $00^{\circ}00'22''$  West for a distance of 40.00 feet; thence run South  $90^{\circ}00'00''$  East for a distance of 14.48 feet; thence run North  $14^{\circ}50'17''$  West for a distance of 238.21 feet; thence run North  $74^{\circ}03'22''$  East for a distance of 181.01 feet to the **POINT OF BEGINNING**; said described tract containing 54,331 Square Feet (1.25 Acres) more or less.

PARCEL 5  
BOUNDARY DESCRIPTION

A parcel of land situated in the Northwest Quarter of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $89^{\circ}12'06''$  East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast Quarter of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence, leaving said section line, run North  $00^{\circ}15'11''$  East for a distance of 3824.71 feet; thence run South  $90^{\circ}00'00''$  East for a distance of 1184.47 feet to the south boundary line of a proposed 80 foot right-of-way and the **POINT OF BEGINNING**; thence run North  $72^{\circ}15'42''$  East, along said right-of-way, for a distance of 411.80 feet; thence, leaving said right-of-way, run South  $18^{\circ}09'43''$  East for a distance of 1166.18 feet; thence run South  $47^{\circ}09'49''$  East for a distance of 194.33 feet; thence run South  $79^{\circ}24'12''$  West for a distance of 278.69 feet; thence run South  $23^{\circ}42'40''$  West for a distance of 92.45 feet to the north boundary line of a proposed 40 foot right-of-way; thence run North  $67^{\circ}01'53''$  West, along said right-of-way; for a distance of 224.21 feet; thence run North  $18^{\circ}07'20''$  West, along said right-of-way, for a distance of 1223.86 feet to the **POINT OF BEGINNING**; said described tract containing 547,228 Square Feet (12.56 Acres) more or less.

PARCEL 6  
BOUNDARY DESCRIPTION

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A parcel of land situated in the West Half of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $89^{\circ}12'06''$  East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence leaving said south line, North  $00^{\circ}15'11''$  East for a distance of 1361.33 feet; thence run South  $89^{\circ}44'49''$  East for a distance of 941.60 feet; thence run North  $00^{\circ}15'11''$  East for a distance of 505.78 feet to the **POINT OF BEGINNING**; thence run North  $10^{\circ}49'13''$  West for a distance of 261.02 feet; thence run South  $80^{\circ}46'36''$  East for a distance of 312.73 feet; thence run South  $50^{\circ}04'43''$  West for a distance of 51.42 feet; thence run South  $39^{\circ}18'04''$  West for a distance of 107.26 feet; thence run South  $59^{\circ}21'07''$  West for a distance of 177.04 feet to the **POINT OF BEGINNING**; said described tract containing 41,815 Square Feet (0.96 Acres) more or less.

PARCEL 7  
BOUNDARY DESCRIPTION

A parcel of land situated in the West Half of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $89^{\circ}12'06''$  East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence leaving said south line, run North  $00^{\circ}15'11''$  East for a distance of 1361.33 feet; thence run South  $89^{\circ}44'49''$  East for a distance of 1358.50 feet to the **POINT OF BEGINNING**; thence run South  $55^{\circ}50'09''$  East for a distance of 28.51 feet; thence run South  $26^{\circ}44'23''$  West for a distance of 18.34 feet; thence run North  $57^{\circ}12'45''$  West for a distance of 28.37 feet; thence run North  $26^{\circ}34'00''$  East for a distance of 19.03 feet to the **POINT OF BEGINNING**; said described tract containing 527 Square Feet (0.01 Acres) more or less.

PARCEL 8  
BOUNDARY DESCRIPTION

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 22 and the Northwest Quarter of the Southwest Quarter of Section 23, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southwest corner of Section 22; thence, leaving said south line, continue South 89° 12' 06" East, along a projection of last said course, for a distance of 4909.73 feet; thence run North 00° 26' 30" East for a distance of 2447.29 feet; thence run South 89° 33' 30" East for a distance of 293.80 feet to the **POINT OF BEGINNING**; thence run North 67° 04' 59" East for a distance of 134.56 feet; thence run South 22° 55' 01" East for a distance of 166.77 feet; thence run South 67° 04' 59" West for a distance of 134.56 feet; thence run North 22° 55' 01" West for a distance of 166.77 feet to the **POINT OF BEGINNING**; said described tract containing 22,440 Square Feet (0.52 Acres) more or less.

**PARCEL 9**  
**BOUNDARY DESCRIPTION**

A parcel of land situated in the Southeast Quarter of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01° 11' 41" East, along the west line of said Section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, along said west line, for a distance of 2820.55 feet; thence run North 90° 00' 00" East for a distance of 3949.73 feet; thence run North 00° 00' 00" West for a distance of 326.14 feet to the **POINT OF BEGINNING**; thence run North 06° 38' 58" West for a distance of 263.40 feet; thence run North 38° 01' 05" East for a distance of 254.50 feet; thence run South 20° 22' 20" East for a distance of 257.61 feet; thence run South 44° 22' 59" West for a distance of 308.71 feet to the **POINT OF BEGINNING**; said described tract containing 59,529 Square Feet (1.37 Acres) more or less.

**PARCEL 10**  
**BOUNDARY DESCRIPTION**

A parcel of land situated in the Southeast Quarter of Section 15, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01° 11' 41" East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, for a distance of 6406.75 feet thence run North 90° 00' 00" East for a distance of 3046.10 feet; thence run South 00° 00' 00" East for a distance of 301.48 feet to the **POINT OF BEGINNING**; thence run North 51° 40' 05" East for a distance of 420.71 feet; thence run South 37° 41' 36" East for a distance of 200.00 feet; thence run North 51° 40' 05" East for a distance of 200.01 feet; thence run

North 37° 41' 36" West for a distance of 200.00 feet; thence run North 51° 40' 05" East for a distance of 639.45 feet; thence run South 38° 20' 32" East for a distance of 416.44 feet to the Point of Curvature of a curve to the left, having a radius of 205.00 feet, a central angle of 22° 27' 00", a chord length of 79.81 feet and a chord bearing of South 49° 34' 02" East; thence continue along the arc of said curve for a distance of 80.32 feet to the Point of Curvature of a curve to the right, having a radius of 305.00 feet, a central angle of 06° 19' 34", a chord length of 33.66 feet and a chord bearing of South 57° 37' 45" East; thence continue along the arc of said curve for a distance of 33.68 feet to the Point of Tangency of said curve; thence run North 50° 42' 27" East for a distance of 400.02 feet; thence run South 39° 38' 14" East for a distance of 486.09 feet; thence run South 49° 46' 09" West for a distance of 434.76 feet; thence run South 56° 46' 06" West for a distance of 41.60 feet; thence run South 50° 50' 49" West for a distance of 638.16 feet; thence run South 39° 14' 58" East for a distance of 219.72 feet; thence run South 39° 14' 58" East for a distance of 21.24 feet; thence run South 50° 45' 54" West for a distance of 389.89 feet to the Point of Curvature of a curve to the right, having a radius of 425.00 feet, a central angle of 46° 44' 52", a chord length of 337.22 feet and a chord bearing of South 74° 08' 20" West; thence continue along the arc of said curve for a distance of 346.76 feet to the Point of Tangency of said curve; thence run North 82° 29' 14" West for a distance of 258.28 feet to the Point of Curvature of a curve to the right, having a radius of 1675.00 feet, a central angle of 06° 54' 12", a chord length of 201.69 feet and a chord bearing of North 79° 02' 08" West; thence continue along the arc of said curve for a distance of 201.81 feet to the Point of Tangency of said curve; thence run North 07° 20' 18" East for a distance of 507.81 feet; thence run North 47° 37' 03" East for a distance of 49.04 feet; thence run North 36° 40' 11" West for a distance of 447.45 feet to the **POINT OF BEGINNING**; said described tract containing 1,790,635 Square Feet (41.11 Acres) more or less.

#### PARCEL 11 BOUNDARY DESCRIPTION

A parcel of land situated in the Southwest Quarter of Section 14 and the Northwest Quarter of Section 23, both lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01° 11' 41" East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, for a distance of 6406.75 feet, thence run South 90° 00' 00" East for a distance of 5863.20 feet; thence run South 00° 00' 00" West for a distance of 206.00 feet to the **POINT OF BEGINNING**; thence run North 18° 26' 08" East for a distance of 703.62 feet; thence run North 79° 03' 40" East for a distance of 112.13 feet; thence run South 37° 03' 08" East for a distance of 672.35 feet; thence run North 52° 49' 48" East for a distance of 206.82 feet; thence run South 38° 45' 55" East for a distance of 749.53 feet; thence run South 33° 49' 42" West for a distance of 158.53 feet; thence run South 02° 29' 18" East for a distance of 232.35 feet; thence run South 28° 54' 49" East for a distance of 206.12 feet; thence run South 43° 20' 50" West for a distance of 386.60 feet; thence run South 32° 52' 13" West for a distance of 207.63 feet; thence run South 08° 08' 42" West for a distance of 289.53 feet; thence run South 18° 34'

59" West for a distance of 127.27 feet; thence run South 25° 41' 40" West for a distance of 153.35 feet; thence run North 38° 51' 11" West for a distance of 426.00 feet; thence run South 50° 35' 34" West for a distance of 434.33 feet; thence run North 01° 45' 55" West for a distance of 143.81 feet; thence run North 32° 46' 21" East for a distance of 247.53 feet; thence run North 50° 45' 34" West for a distance of 70.00 feet; thence run South 41° 40' 45" West for a distance of 123.35 feet; thence run North 00° 54' 13" West for a distance of 617.16 feet; thence run North 47° 10' 33" East for a distance of 128.38 feet; thence run North 38° 21' 17" West for a distance of 157.10 feet; thence run North 00° 52' 32" West for a distance of 477.04 feet; thence run North 51° 37' 59" West for a distance of 302.71 feet to the **POINT OF BEGINNING**; said described tract containing 1977586 Square Feet (45.40 Acres) more or less.

#### PARCEL 12

##### BOUNDARY DESCRIPTION

A parcel of land situated in the Northwest Quarter of the Southwest Quarter of Section 14, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01° 11' 41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, continue South 01° 11' 41" East for a distance of 6406.75 feet; thence run South 90° 00' 00" East for a distance of 5277.56 feet; thence run North 00° 00' 00" East for a distance of 212.86 feet to the **POINT OF BEGINNING**; thence continue North 00° 00' 00" East for a distance of 43.24 feet; thence run North 90° 00' 00" East for a distance of 43.49 feet; thence run South 00° 00' 00" West for a distance of 43.24 feet; thence run South 90° 00' 00" West for a distance of 43.49 feet to the **POINT OF BEGINNING**; said described tract containing 1,880.53 Square Feet (0.04 Acres) more or less.

#### PARCEL 13

##### BOUNDARY DESCRIPTION

A parcel of land situated in the Southwest Quarter of Section, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01° 11' 41" East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, for a distance of 6406.75 feet, thence run South 90° 00' 00" East for a distance of 5646.39 feet; thence run North 00° 00' 00" East for a distance of 1003.81 feet to the **POINT OF BEGINNING**; thence run South 81° 50' 26" West for a distance of 327.63 feet; thence run North 16° 49' 46" West for a distance of 316.04 feet; thence run North 76° 51' 25" East for a distance of 327.64 feet; thence run

South 16° 19' 00" East for a distance of 344.37 feet to the **POINT OF BEGINNING**; said described tract containing 107,508 Square Feet (2.47 Acres) more or less.

**PARCEL 14**  
**BOUNDARY DESCRIPTION**

A parcel of land situated in the East half of the Northeast Quarter of Section 15, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01° 11' 41" East, along the west line of said Section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, along said west line, for a distance of 2820.55 feet; thence run North 90° 00' 00" East for a distance of 3885.41 feet; thence run South 00° 00' 00" East for a distance of 732.48 feet to the **POINT OF BEGINNING**; thence run North 52° 33' 21" East for a distance of 349.92 feet; thence run South 37° 49' 30" East for a distance of 1060.31 feet; thence run South 27° 54' 26" East for a distance of 470.53 feet; thence run South 50° 24' 20" West for a distance of 260.84 feet; thence run North 38° 07' 47" West for a distance of 1534.21 feet to the **POINT OF BEGINNING**; said described tract containing 509,689 Square Feet (11.70 Acres) more or less.

**PARCEL 15**  
**BOUNDARY DESCRIPTION**

A parcel of land situated in the Southwest Quarter of Section, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01° 11' 41" East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, for a distance of 2820.55 feet; thence run North 90° 00' 00" East for a distance of 5006.66 feet; thence run South 00° 00' 00" East for a distance of 316.73 feet to the **POINT OF BEGINNING**; thence run North 54° 26' 44" East for a distance of 537.58 feet; thence run North 00° 00' 00" East for a distance of 344.85 feet; thence run South 62° 03' 49" East for a distance of 478.65 feet; thence run North 85° 45' 38" East for a distance of 160.29 feet; thence run South 00° 00' 00" East for a distance of 169.34 feet; thence run South 01° 25' 55" West for a distance of 578.14 feet; thence run South 08° 44' 44" West for a distance of 441.51 feet; thence run South 38° 15' 40" West for a distance of 284.01 feet; thence run South 53° 47' 57" West for a distance of 193.87 feet; thence run South 62° 07' 01" West for a distance of 253.92 feet; thence run South 86° 54' 01" West for a distance of 464.55 feet; thence run North 03° 34' 58" West for a distance of 819.22 feet; thence run North 18° 19' 49" East for a distance of 423.89 feet to the **POINT OF BEGINNING**; said described tract containing 1542837 Square Feet (35.42 Acres) more or less.

Less and Except:

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A parcel of land situated in the Southwest Quarter of Section, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $01^{\circ}11'41''$  East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South  $01^{\circ}11'41''$  East, for a distance of 2820.55 feet; thence run North  $90^{\circ}00'00''$  East for a distance of 5575.03 feet; thence run South  $00^{\circ}00'00''$  West for a distance of 1301.53 feet to the **POINT OF BEGINNING**; thence run South  $00^{\circ}00'00''$  West for a distance of 30.02 feet; thence run North  $90^{\circ}00'00''$  West for a distance of 30.00 feet; thence run North  $00^{\circ}00'00''$  East for a distance of 30.02 feet; thence run South  $90^{\circ}00'00''$  East for a distance of 30.00 feet to the **POINT OF BEGINNING**; said described tract containing 901 Square Feet (0.02 Acres) more or less.

And Less and Except:

A parcel of land situated in the Southwest Quarter of Section, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $01^{\circ}11'41''$  East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South  $01^{\circ}11'41''$  East, for a distance of 2820.55 feet; thence run North  $90^{\circ}00'00''$  East for a distance of 5827.13 feet; thence run South  $00^{\circ}18'17''$  West for a distance of 1036.62 feet to the **POINT OF BEGINNING**; thence run North  $88^{\circ}34'52''$  East for a distance of 31.20 feet; thence run South  $01^{\circ}25'12''$  East for a distance of 32.36 feet; thence run South  $88^{\circ}34'52''$  West for a distance of 31.20 feet; thence run North  $01^{\circ}25'12''$  West for a distance of 32.36 feet to the **POINT OF BEGINNING**; said described tract containing 1,010 Square Feet (0.02 Acres) more or less.

#### PARCEL 16

#### BOUNDARY DESCRIPTION

A parcel of land situated in the Southwest Quarter of Section, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South  $01^{\circ}11'41''$  East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South  $01^{\circ}11'41''$  East, for a distance of 1377.65 feet; thence run North

88° 48' 19" East for a distance of 4899.70 feet to the **POINT OF BEGINNING**; said point also being the Point of Curvature of a non-tangent curve to the right, having a radius of 1797.26 feet, a central angle of 11° 11' 41", a chord length of 350.60 feet and a chord bearing of North 81° 42' 14" East; thence continue along the arc of said curve for a distance of 351.16 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1798.24 feet, a central angle of 11° 54' 14", a chord length of 372.94 feet and a chord bearing of North 72° 10' 34" East; thence continue along the arc of said curve for a distance of 373.61 feet to the Point of Tangency of said curve; thence run South 28° 18' 30" West for a distance of 347.86 feet; thence run South 85° 41' 15" East for a distance of 436.66 feet; thence run South 15° 18' 15" West for a distance of 150.74 feet to the Point of Curvature of a curve to the left, having a radius of 1500.00 feet, a central angle of 12° 51' 52", a chord length of 336.08 feet and a chord bearing of South 08° 52' 19" West; thence continue along the arc of said curve for a distance of 336.79 feet to the Point of Curvature of a curve to the right, having a radius of 800.00 feet, a central angle of 36° 58' 07", a chord length of 507.27 feet and a chord bearing of South 20° 55' 27" West; thence continue along the arc of said curve for a distance of 516.18 feet to the Point of Tangency of said curve; thence run North 62° 59' 33" West for a distance of 91.51 feet; thence run North 66° 32' 58" West for a distance of 92.48 feet; thence run North 51° 17' 34" West for a distance of 120.83 feet; thence run North 79° 30' 26" West for a distance of 118.07 feet; thence run North 51° 07' 48" West for a distance of 102.38 feet; thence run North 76° 52' 38" West for a distance of 302.82 feet; thence run North 84° 24' 17" West for a distance of 158.15 feet; thence run South 89° 35' 28" West for a distance of 145.92 feet; thence run North 59° 28' 55" West for a distance of 28.54 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 3040.00 feet, a central angle of 16° 32' 55", a chord length of 874.98 feet and a chord bearing of North 25° 42' 50" East; thence continue along the arc of said curve for a distance of 878.03 feet to the Point of Tangency of said curve and the **POINT OF BEGINNING**; said described tract containing 996,137 Square Feet (22.87 Acres) more or less.

**Said Property being subject to existing building or zoning laws, as applicable;**  
and said Property 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.

Easement No. DACA01-2-86-171 granted to Mr. Tim Wells for installation of a 1" water pipeline under the US Government Southern Railroad Spur track (Began January 1986 with expiration date of January 2011).

Easement No. DACA01-2-33-21FT granted to Mr. R.C. Cantor for installation, operation and maintenance of two water lines at railroad spur (Began October 1955 with expiration date of October 2005).

The legal description 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 [For That Portion of the Property Identified on Exhibit "B"]**

**A. Notice.** Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act as amended, 42 U.S.C. Section 9620(h)(3), ("CERCLA") and in the Finding of Suitability to Transfer (FOST), dated 28 October 2002, the Grantor hereby notifies the Grantee, its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

#### **B. Covenants**

(1) The Grantor hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property.

(2) The Grantor hereby covenants that all corrective, remedial and response<sup>DEED</sup> actions necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property after the date of transfer shall be conducted by the Grantor.

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(3) The above referenced covenants shall not apply to the extent such remedial actions are caused by activities of the Grantee, its successors, assigns, transferees, sublesses, tenants or licensees.

### **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 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 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. CERCLA NOTICE AND COVENANTS [For the Remainder of the Property Not Identified on Exhibit "B"]**

**A. Notice.** As to the remainder of the Property not identified on Exhibit "B", 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 October 28, 2002, 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**

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(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.

### **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 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 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.

### **3. LAND USE RESTRICTIONS-HISTORIC PROPERTIES**

The property conveyed herein is subject to applicable provisions of the Historical Properties Programmatic Agreement (Exhibit "C").

### **4. 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. DEED 3031 532

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 Covenant**

(1) The Grantee is hereby informed and does acknowledge that non-friable and 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 Environmental Baseline Study (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) The buildings and structures identified in Exhibit "D" 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 of 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 applicable 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.

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(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 to 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-Based 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 Fort 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 have been provided to the Grantee. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention 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 (1), 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 (1) 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 (1) 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 CFR 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) Following the date of conveyance of the Property to the Grantee, 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-based 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 to be utilized as Residential Real Property or Child-Occupied 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 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 "E"; 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.

DEED 3031 537

**E. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYLS (PCB) 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 offpost. Any PCB contamination related to such Light Ballasts have been properly remediated prior to conveyance. The Light Ballasts do not currently pose a threat to human health or the environment and are presently in compliance with applicable laws and regulations.

(2) The Grantee covenants and agrees that its continued possession, use and management of any Light Ballasts 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 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 POTENTIAL PRESENCE OF ORDNANCE AND EXPLOSIVES (OE)**

(1) 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. Based on a review of existing records and available information, none of the land in this transfer is known to contain unexploded ordnance (UXO). In the event the GRANTEE, its successors, and/or assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the Calhoun County Sheriff's Department and competent GRANTOR or GRANTOR-designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE.

(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, Subsections 4.F (2) and 4.F (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 4.F (2) and 4.F (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 4.F (2) and 4.F (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.

#### **G. NOTICE OF GROUNDWATER MONITORING WELLS**

(1) The Grantee is hereby informed and does acknowledge the presence on the Property of groundwater monitoring wells that are necessary for the Grantor to complete remedial action or monitoring after the date of transfer of title to the Property, or portions thereof. See Exhibit "F"

(2) Promptly upon the determination by the Grantor that a well is no longer necessary for remedial action or monitoring, the Grantor will close such well at the Grantor's sole cost and expense in accordance with applicable laws, regulations, and ordinances. Furthermore, the Grantor agrees to make reasonable efforts, at no significant additional cost to the Grantor, to close or relocate such wells so as not to impede the redevelopment efforts of the Grantee, its successors, assigns and tenants.

## DEED 3031 539

## 6. INDEMNIFICATION

## 7. 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 13th day of February 2003.

By: Joseph W. Whitaker  
Joseph W. Whitaker  
Deputy Assistant Secretary of the Army (I&H)

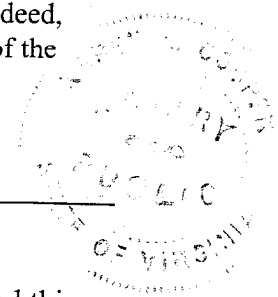
Witness: WFB  
Witness: DT

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, 2006, 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 13th, February, 2002, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

DEED 3031 540

Yaren A. Cooper  
Notary Public



3<sup>RD</sup> The terms and conditions of this Quitclaim Deed No. 8 are hereby accepted this day of DECEMBER, 2002.

ANNISTON-CALHOUN COUNTY  
FORT McCLELLAN DEVELOPMENT  
JOINT POWERS AUTHORITY

By: James A. Wynn  
Title: Chairman J.P.A.  
Date: 12-3-2002

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

Arthur C. Munn  
Judge of Probate  
"TAX EXEMPT"

**EXHIBIT "A"****Super FOST II, Transfer I  
Deed 8**

Facility	Type Space	UM	Area
00267	TNG AIDS CTR	SF	18,728
00300	UOQ TRANSIENT	SF	3,149
00301	LD/UNLD DOC/RMP	EA	1
00305	STORAGE GP INST	SF	9,000
00308	STORAGE GP INST	SF	9,000
00309	STORAGE GP INST	SF	9,360
00310	STORAGE GP INST	SF	9,360
00311	STORAGE GP INST	SF	9,000
00312	LD/UNLD DOC/RMP	EA	1
00313	LD/UNLD DOC/RMP	EA	1
00314	STORAGE GP INST	SF	9,360
00315	STORAGE GP INST	SF	9,360
00316	STORAGE GP INST	SF	9,360
00317	STORAGE GP INST	SF	9,360
00318	STORAGE GP INST	SF	9,000
00319	STORAGE GP INST	SF	9,000
00320	STORAGE GP INST	SF	9,000
00321	STORAGE GP INST	SF	9,360
00322	EXCH WAREHOUSE	SF	9,360
00323	STORAGE GP INST	SF	9,360
00324	AT ENL BARRACKS	SF	2,482
00325	ADMIN GEN PURP	SF	6,227
00326	STORAGE GP INST	SF	216
00328	ACES FAC	SF	11,616
00337	MAINT STORAGE	SF	9,640
00338	REFUSE/GARB BLDG	SF	18,240
0338W	WASTE POL STR	GA	2,500
00339	MAINT STORAGE	SF	10,540
00546	WASH PLAT ORG	EA	1
00780	COV TNG AREA	SF	600
00781	SEP TOILET/SHOWER	SF	120
00782	SEP TOILET/SHOWER	SF	120
00783	CBT IN CITY FAC	EA	1
00852	CO HQ BLDG	SF	1,144
00853	CO HQ BLDG	SF	1,144
00854	CO HQ BLDG	SF	1,144
01270	OPEN STR INST	SY	3,500

EXHIBIT "A"

## Super FOST II, Transfer I

## Deed No. 8

## Page Two

01800	AUTO SKILL CTR	SF	8,064
1800F	HEAT FUEL UNGD	GA	2,500
1800W	WASTE POL STR	GA	2,500
01830	FLAM MAT STR INST	SF	144
01831	WASH PLAT ORG	EA	1
01876	HEAT PLT BLDG	SF	6,607
1876D	DIESEL STR UNGD	GA	500
02099	PICK UP POINT	SF	3,096
02115	TNG AIDS CTR	SF	3,956
02116	TNG AIDS CTR	SF	10,576
02117	FLAM MAT STR INST	SF	225
03176	HEAT PLT BLDG	SF	10,351
3176D	DIESEL STR UNGD	GA	40,500
03339	FH CO/VO	SF	3,209
04310	PED BRIDGE	SY	120
04334	PED BRIDGE	SY	41
04401	HE MAG INST	SF	1,232
04402	HE MAG INST	SF	390
04405	HE MAG INST	SF	1,440
04406	HE MAG INST	SF	80
04410	HE MAG INST	SF	976
04411	HE MAG INST	SF	976
04412	HE MAG INST	SF	480
04413	HE MAG INST	SF	968
04420	HE MAG INST	SF	4,032
04421	HE MAG INST	SF	54
04424	FLAM MAT STR INST	SF	10,000
04425	IGLOO STR INST	SF	1,500
04426	IGLOO STR INST	SF	1,500
04427	IGLOO STR INST	SF	1,500
04437	ENG/HOUSING MNT	SF	480
04460	STR SHED GP INST	SF	288
RROAD	RAILROAD	MI	4.94

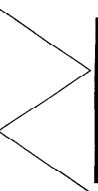
Total Square Feet: 295,474

# Property with

## Legend



**Installation Boundary**



**Roads**



**Buildings**



**Property with 120(h)(3) Covenant**

# h 120(h)(3) Cover Exhibit B



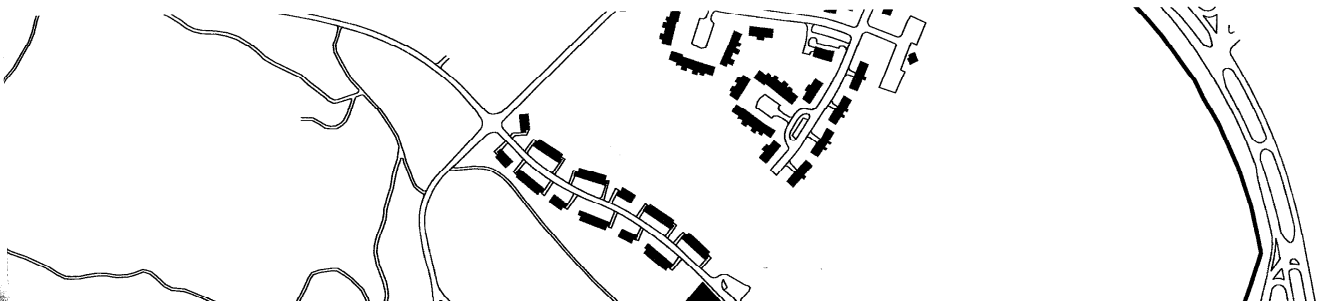
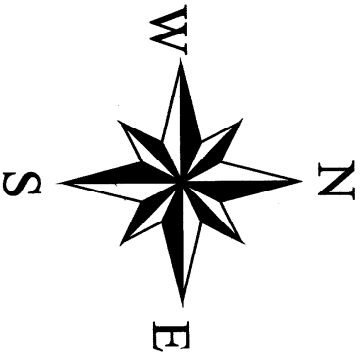


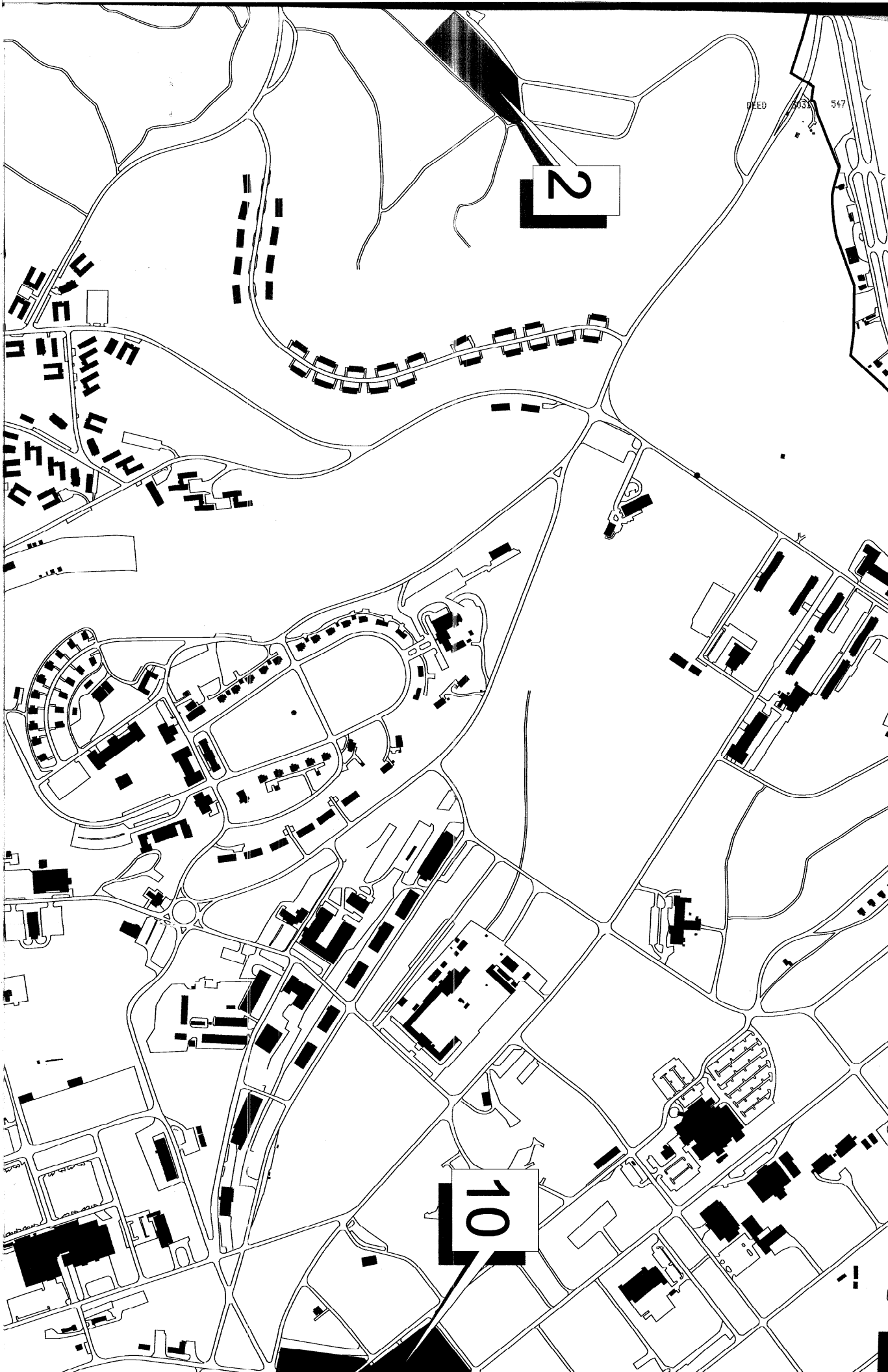
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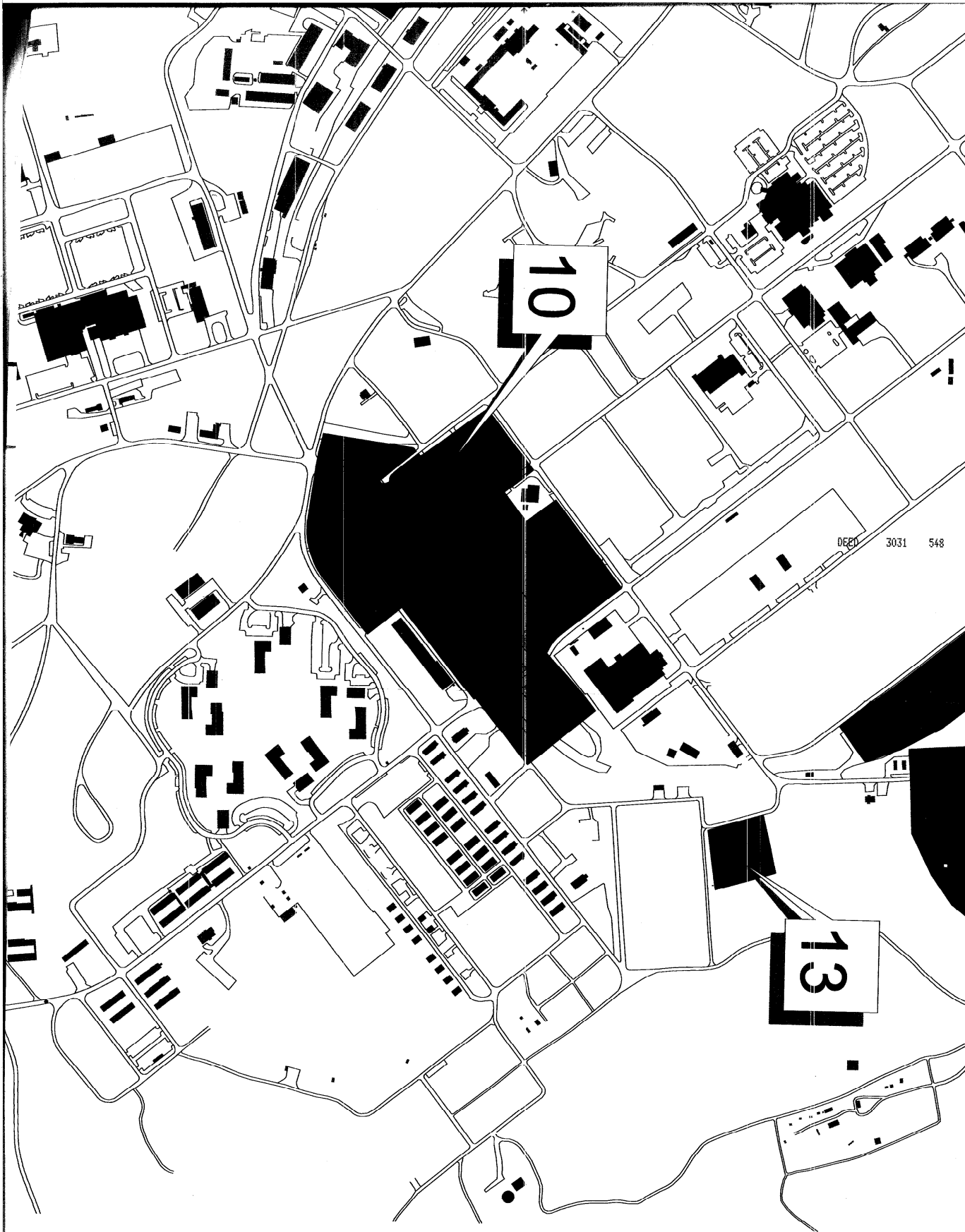
EXHIBIT "B"

10

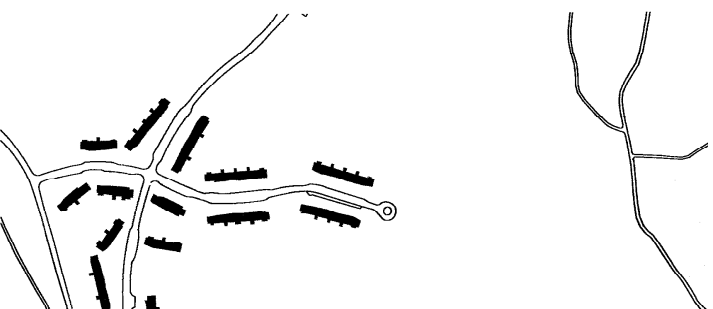
# Parcel Number

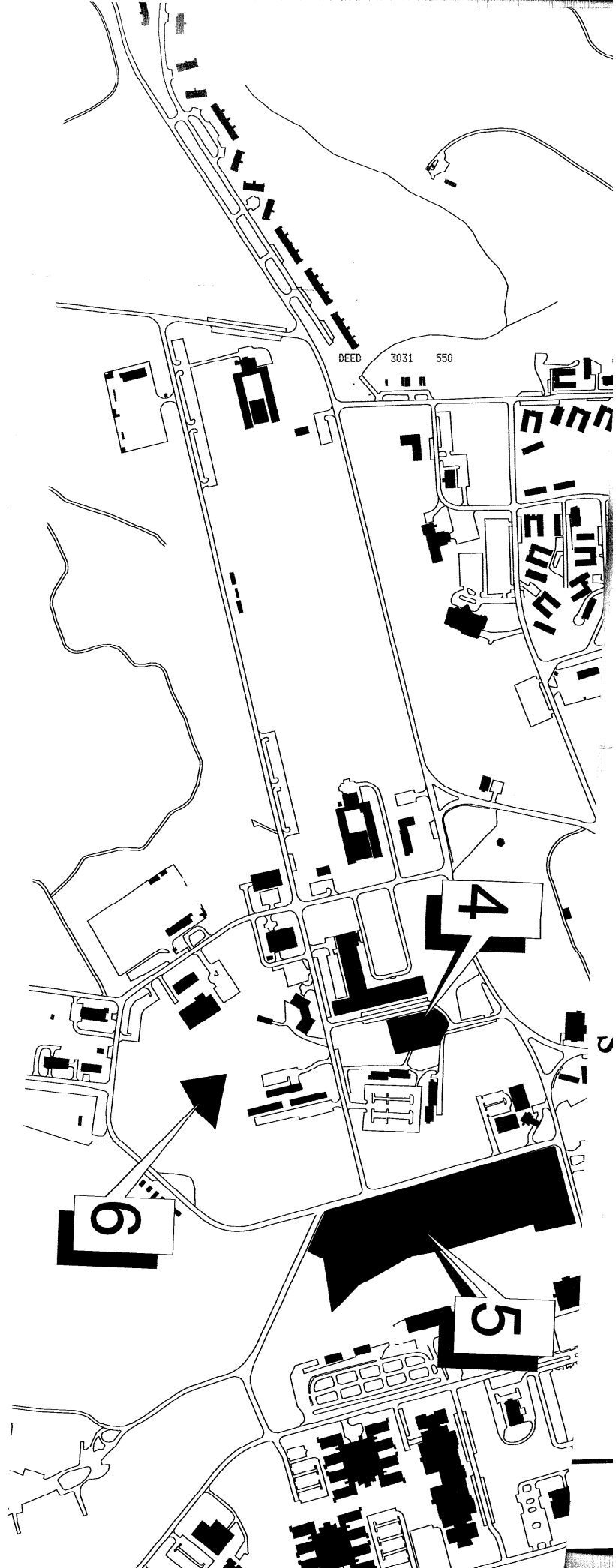




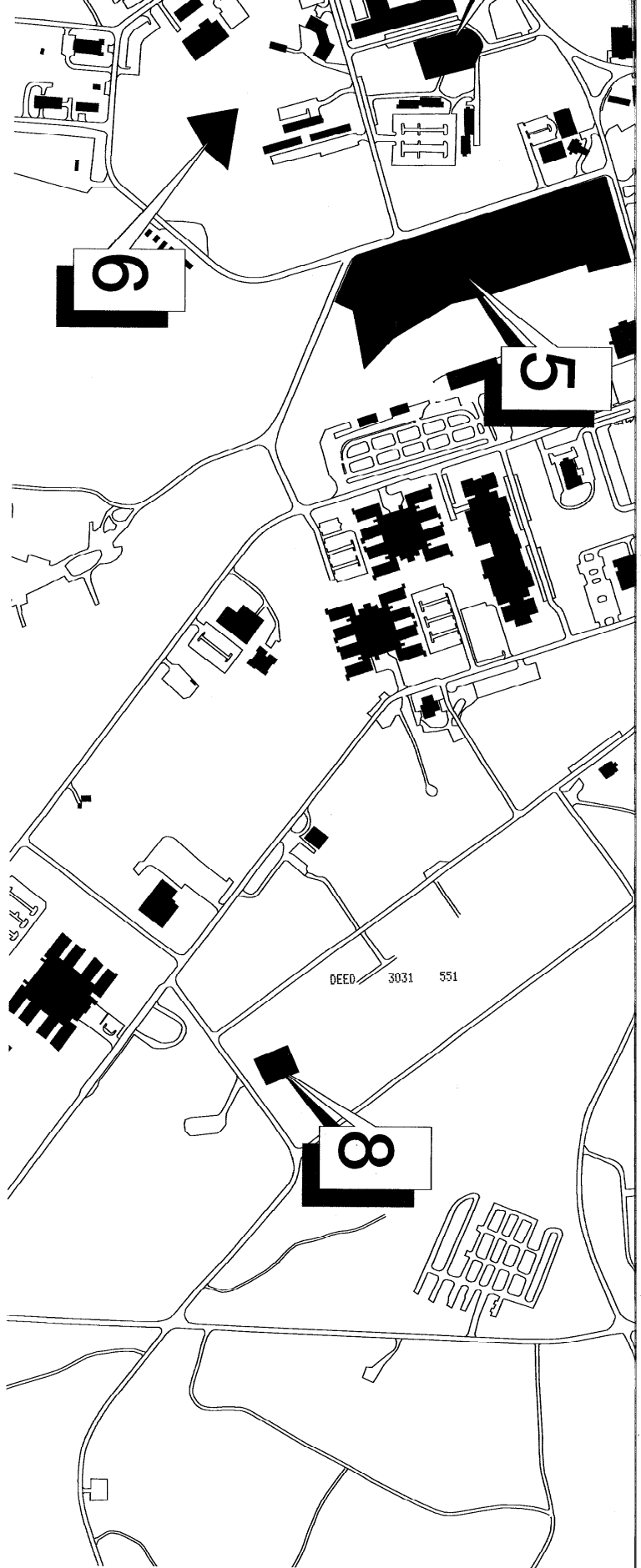


**This map was produced on 19 Nov 02 by Bill Shanks. All data contained herein is in State Plane - 1983; Alabama, East. This map is for informational purposes only. The boundaries are approximate and should not be used for any legal description of the boundaries.**





0.7



0.7

1.4 Miles

EXHIBIT "C"  
Super FOST II, Transfer I  
Deed No. 8

HISTORIC PROPERTIES SUBJECT TO THE  
FORT MCCLELLAN HISTORIC PROPERTIES  
PROGRAMMATIC AGREEMENT

Structure No. 4401 - Ammunition Magazine  
Structure No. 4402 - Ammunition Magazine  
Structure No. 4405 - Ammunition Magazine  
Structure No. 4406 - Unknown Munitions Structure  
Structure No. 4412 - Igloo Magazine  
Structure No. 4413 - Igloo Magazine

among

UNITED STATES ARMY,  
ALABAMA STATE HISTORIC PRESERVATION OFFICER,  
and ADVISORY COUNCIL ON HISTORIC PRESERVATION

for the

Closure and Disposal of FORT MCCLELLAN, ALABAMA

1998

Whereas the United States Army (Army) is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and is proceeding with the closure of Fort McClellan, Alabama, and consequent disposal of excess and surplus property in a manner consistent with the requirements of the applicable Defense Base Closure and Realignment Commission recommendation; and

Whereas the Army has determined that leasing, licensing, and/or disposal of all or portions of Fort McClellan, in Alabama, may have an effect upon historic properties that have been designated as in, or eligible for listing in, the National Register of Historic Places (Register), and has consulted with the Alabama State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470(f), Section 110(f) of the same Act (16 U.S.C. Section 470h-2[f]), and Section 111 of the same Act (16 U.S.C. Section 470h-3); and

Whereas historic properties at Fort McClellan are at this time known to include properties listed in Attachment A; and

Whereas the Army has completed some historical and archival investigations, surveys of historic structures, and archeological surveys which support disposal of the BRAC property, and these are listed in Attachment B; and

Whereas the Army will complete all additional inventory and evaluation investigations in consultation with the SHPO prior to the disposal of excess property; and

Whereas interested members of the public, including the Fort McClellan Development Commission, Anniston Historical Preservation Commission, Muscogee (Creek) Nation of Oklahoma, Thlopthlocco Tribal Town, the Southeastern Inter-Tribal Ketchematah Nation, and Native Americans, have been provided opportunities to comment on the effects this base closure may have on historic properties at Fort McClellan through public hearings, consultation meetings, and other means; and

Whereas in carrying out the disposal of <sup>DEED 3031 554</sup> excess and surplus property the Army will comply with all applicable laws and regulations, including 36 C.F.R. Part 79, Curation of Federally-Owned and Administered Archeological Collections;

NOW, THEREFORE, the Army, the SHPO, and the Council agree that the undertaking described above shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

**STIPULATIONS** - The Army will ensure that the following measures are carried out:

**I. Identification and Evaluation**

**A. Archeological Inventory**

1. Considerable archeological inventory has been completed at Fort McClellan, but not all of the property to be disposed has been subject to complete inventory. The property to be disposed of is located in the Main Post section of Fort McClellan. The Army will complete archeological inventory for the property to be disposed of, that has not been surveyed previously, at two levels of intensity: 1. Low Intensity Archeological survey will be carried out in portions of the disposal property subject to previous disturbance by development activity, including the cantonment area; 2. High Intensity Archeological survey will be completed in other portions of the disposal property that have not been developed, or that have been affected only by training activities.

2. All archeological inventories will be conducted by, or under the supervision of a qualified archeologist as defined by 36 CFR Part 61.

3. The Alabama Historical Commission's Policy for Archeological Survey and Testing will be followed.

4. The Army will consult with the Alabama SHPO to determine those archeological sites that will be considered eligible to the Register.

**B. Inventory of Historic Structures**

Inventory of historic structures built prior to World War II is complete. Additional inventory of permanent structures built during World War II (1941 to 1945) and structures built during the "Cold War Era" (1946 to 1989) is underway and any structures built during these periods that are found to be eligible to the National Register of Historic Places, in consultation with the Alabama SHPO will be treated consistent with the terms of this agreement.

II. Caretaker Maintenance of Historic Properties <sup>DEED 3031, 555</sup>

The Army will ensure the provision of caretaker building maintenance, security, and fire protection pending the transfer, lease, or sale of historic properties at Fort McClellan. These caretaker activities shall be conducted in accordance with Public Works Bulletin 420-10-08 (17 March 1993), Facilities Operation, Maintenance, and Repair Guidance for Base Realignment and Closing Installations (and subsequent revisions). The Army will ensure the protection of archeological sites on, or eligible for inclusion on the National Register, in accordance with the "Interim Maintenance Plan for Repairs and Maintenance to Historic Structures and their surrounding Environment," dated October 14, 1994, and "An Historic Preservation Plan for Fort McClellan, Alabama," dated September 13, 1994.

III. Licenses and Leases

Licenses or leases, to other than federal agencies, of historic properties will include language provided in Attachment C of this agreement as appropriate. Any modifications to licensed or leased structures eligible to the National Register will be reported in the Annual Status Report, to be provided as required in Stipulation VII of this Programmatic Agreement (PA).

IV. Disposal of Fort McClellan Properties

A. Transfer of Real Property That Does Not Contain Historic Properties

In leasing or disposing of real property and improvements--for which identification and evaluation have been completed in consultation with the SHPO--that do not contain historic properties, any portion of a historic property, archeological site, or any portion of an archeological site, no further action is necessary under this agreement. The Army will, however, notify the SHPO that such a transfer has been completed.

B. Assignments to Other Federal Agencies

In assigning historic or archeological-site properties directly to another Federal agency by a transfer authority such as The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. Section 471 et seq.), the receiving federal agency will be deemed responsible for compliance with 36 C.F.R. Part 800 and any other applicable state or federal laws and regulations with respect to the maintenance and disposal of these properties. The Army will notify the SHPO and Council in writing of each federal agency that has requested and been assigned such property.

C. Public Benefit Conveyances to Non-Federal Recipients

In disposing of historic or archeological-site property(ies) directly to a non-federal recipient--at the request of a sponsoring federal agency, and pursuant to the Public Benefit

Conveyance authorities contained in the <sup>DEED 3031 556</sup> Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. Section 471 et seq.), and other applicable authorities-- appropriate preservation covenants (found at Attachments D and E) will be incorporated in the transfer instrument(s). The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

D. Economic Development Conveyances to LRA

In disposing of historic or archeological-site property(ies) to a Local Redevelopment Authority (LRA) pursuant to the Economic Development Conveyance authority contained in the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, as amended), appropriate preservation covenants (found at Attachments D and E) will be incorporated in the transfer instrument(s). The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

E. Competitive Sales

In disposing of historic properties via a competitive sale transfer authority, the Army's bid solicitation will contain the following information:

1. Information on the property's historic, archeological, and/or architectural significance, identifying elements, or other characteristics of the property that should be given special consideration in planning;

2. Information on financial incentives for rehabilitation of historic structures;

3. Information indicating that appropriate preservation covenants will be incorporated in the instrument transferring title to the property, and that these covenants will be substantively identical to those contained in Attachments D and/or E of this agreement (as appropriate), unless modifications are authorized pursuant to the process described in paragraph IV. G, below, and as required to accord the covenants with state law.

In developing the above information for inclusion in its initial bid solicitation document, the Army will solicit the advice and assistance of the SHPO. The Army need not solicit such advice and assistance in preparing subsequent solicitation documents, unless such documents contain historic properties information that differs materially from that included in the initial solicitation document. The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

F. Negotiated Sales

In disposing of historic properties <sup>DEED 3031 557</sup> via a negotiated sale transfer authority, the Army will provide a written document ("negotiation document") to the negotiating party that sets forth the same information described in subparagraphs IV. E (1), (2), and (3) above. In developing this information for inclusion in the negotiation document to be provided to the initial negotiating party, the Army will solicit the advice and assistance of the SHPO. The Army need not solicit such advice and assistance in preparing negotiation documents for subsequent negotiating parties, unless such documents contain historic properties information that differs materially from that included in the document provided to the initial negotiating party. The Army will notify the SHPO and Council in writing of each such transfer of historic and/or archeological-site property.

#### G. Covenant Modification to Facilitate Transfer

If the Army cannot transfer the property or properties that contain historic structures pursuant to the provisions set forth in paragraphs IV. C, D, E, and F above, then the Army will consult with the SHPO, the ACHP, and (with respect to transfers pursuant to paragraphs IV. C, D, and F) the prospective transferee(s) to determine appropriate modifications to the preservation covenants contained in Attachments D and/or E that are necessary in order to complete transfer of the property(ies) within established disposal timelines. Such modifications shall be limited to those that are reasonably necessary in order to effect transfer of, or effectively market, the concerned property within established timelines.

#### V. Environmental Remediation

A. The Fort McClellan Environmental Baseline Survey describes the environmental and ordnance and explosive contamination that may require some type of remediation or removal action. The remediation and removal actions will be conducted in accordance with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Proposed remediation testing and plans will be coordinated between the Fort McClellan Garrison/Transition Activity and the Fort McClellan BRAC Environmental Coordinator (BEC) to identify any effects to historic properties, known or yet to be discovered. If the Army determines that historic properties will be affected by a proposed remediation plan, the Army will consult with the SHPO to determine what steps should be taken, if any, with respect to those effects.

B. Proposed remediation testing and plans that the Army determines may affect historic properties will be submitted to the SHPO for review and comment in accordance with the following procedures:

1. Proposed remediation testing and plans or supplemental documentation furnished by the Army will provide descriptions of any potential conflicts between remediation and preservation of historic properties;

DEED 3031 558

2. In situations where the Army determines that there is an immediate threat to human health, safety, or the environment, and that remediation must proceed without first taking steps to preserve historic properties, notice will be given to the SHPO as soon as possible and the Army's reasons for determining that there is an immediate threat will be fully described;

3. In situations where the Army determines that there is not an immediate threat to human health, safety, or the environment, and that implementation of its proposed remediation plan will result in the demolition or substantial alteration of any historic property, then the Army shall either modify its remediation plan to avoid the adverse effect or implement data recovery and/or recordation in consultation with the SHPO, taking into account health and safety constraints inherent in properties containing hazardous materials, resource availability, and any other relevant constraints.

#### **VI. Anti-Deficiency Act**

The stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the stipulations of this agreement, the Army will consult in accordance with the amendment and termination procedures found at Sections IX. and X. of this agreement.

#### **VII. Status Reports**

Until such time as all Fort McClellan historic and/or archeological-site properties have been transferred from Army control in accordance with the terms of this agreement, the Army will provide an annual status report to the Council and SHPO to review implementation of the terms of this agreement and to determine whether amendments are needed. If amendments are needed, the signatories to this agreement will consult, in accordance with Stipulation VIII. of this agreement, to make such revisions.

#### **VIII. Dispute Resolution**

A. Should the SHPO and/or the Council object within thirty (30) days to any plans or other documents provided by the Army or others for review pursuant to this agreement, or to any actions proposed or initiated by the Army pursuant to this agreement, the Army shall consult with the objecting party to resolve the objection. If the Army determines that the objection cannot be resolved, the Army shall forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

1. Provide the Army with recommendations, which the Army will take into account in reaching a final decision regarding the dispute; or

2. Notify the Army that it will comment pursuant to 36 C.F.R. 800.6(b), and proceed to comment. Any Council comment will be taken into account by the Army in accordance with 36 C.F.R. 800.6(c)(2) with reference to the subject of the dispute.

B. Any recommendations or comment provided by the Council pursuant to Stipulation VII. A above will pertain only to the subject of the dispute; the Army's responsibility to carry out all other actions under this agreement that are not the subjects of the dispute will remain unchanged.

C. At any time during implementation of the measures stipulated in this agreement by the Army, if an objection to any such measure or its manner of implementation is raised by interested persons, then the Army shall consider the objection and take the objection into account and consult, as appropriate, with the objecting party, the SHPO, and the Council to attempt to resolve the objection.

#### **IX. Amendments**

A. The Army, the SHPO, and/or Council may request that this PA be revised, whereby the parties will consult to consider whether such revision is necessary.

B. If it is determined that revisions to this PA are necessary, then the Army, the Council, and the SHPO shall consult pursuant to 36 C.F.R. Part 800.13, as appropriate, to make such revisions. The Army will prepare the language for any proposed revisions and submit it to the Council and the SHPO for their review. Reviewing parties must comment on, or signify their acceptance of, the proposed changes to the PA in writing within thirty (30) days of their receipt.

#### **X. Termination of Agreement**

A. The Army, the SHPO, and/or Council may terminate this PA by providing thirty (30) days written notice to the other signatory parties. During the period after notification and prior to termination, the Army, the Council, and the SHPO will consult to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Army will comply with 36 C.F.R. 800.4 through 800.6 with regard to individual undertakings associated with the BRAC disposal action.

B. Execution and implementation of this PA evidences that the Army has afforded the Council a reasonable opportunity to comment on the closure and disposal of excess and surplus property at Fort McClellan, and that the Army has taken into account the effects of the undertaking on historic properties. Execution and compliance with this programmatic agreement fulfills the Army's Section 106 responsibilities regarding the closure and disposal of Fort McClellan.

DEPARTMENT OF THE ARMY

DEED 3031 560

By:

*Charles W. Thomas*

Date: *7 Aug 98*

CHARLES W. THOMAS  
Major General, U.S. Army  
Chief of Staff  
U.S. Army Training and Doctrine Command

ALABAMA STATE HISTORIC PRESERVATION OFFICER

By:

*Elizabeth Ann Brown*

Date: *July 8, 1998*

ELIZABETH ANN BROWN  
Deputy Alabama State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:

*John M. Fowler*

Date: *4/12/98*

John M. Fowler  
Executive Director  
Advisory Council on Historic Preservation

Concur:

Date:

ROBERT H. RICHARDSON  
Executive Director  
Fort McClellan Development Commission

ATTACHMENT A

Fort McClellan, Alabama <sup>DEED</sup> 3031 561  
Historic Properties on or Eligible for  
the National Register of Historic Places,  
with accompanying maps

## Post Headquarters District, Fort McClellan, Alabama

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
1	1930	Con	Post Commanding Officers Quarters	Commissioned Officers' Housing	625-362
2	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
3	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
4	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
5	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
6	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
7	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
8	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
9	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
10	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
11	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
12	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
13	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
14	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
15	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
16	1930	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-140
17	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
18	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
19	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
20	1936	Con	Commissioned Officers' Quarters	Commissioned Officers' Housing	625-4360
181	1936	Con	Garage	Commissioned Officers' Housing	634-140
182	1936	Con	Garage	Commissioned Officers' Housing	634-140
183	1936	Con	Garage	Commissioned Officers' Housing	634-140
185	1936	Con	Garage	Commissioned Officers' Housing	634-140
186	1936	Con	Garage	Commissioned Officers' Housing	634-140

Programmatic Agreement, Fort McClellan, Alabama

187	1936	Con	Garage	DEED	3031 563 Commissioned Officers' Housing	634-140
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Post Headquarters District, Fort McClellan, Alabama  
(continued)

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
188	1936	Con	Garage	Commissioned Officers' Housing	634-140
189	1936	Con	Garage	Commissioned Officers' Housing	634-140
190	1936	Con	Garage	Commissioned Officers' Housing	634-140
51	1936	Con	Bachelor Officers' Quarters	Commissioned Officers' Housing	6119-600 to 620
81	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
82	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
83	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
84	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
85	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
86	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
87	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
88	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
89	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
90	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
102	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
103	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
104	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
105	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595

## Post Headquarters District, Fort McClellan, Alabama

(continued)

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
106	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
107	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
196	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
197	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
198	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
61	1934	Con	Post Headquarters	Administration	6119-109 and 6119-530 to 538
67	1936	Con	Silver Chapel	Administration	6119-689 to 697
63	1931	Con	Provost Marshal Administration Building	Administration	6119-429 to 447
65	1936	Con	Administration General Purpose Building	Administration	6119-800-809
141 A, B, C	1937	Con	Enlisted Men's Barracks (Stanley Barracks)	The Quadrangle Grouping	6119-700-746
142	1930	Con	Enlisted Men's Barracks (Frederic Barracks)	The Quadrangle Grouping	621-297-725
144	1930	Con	Automatic Data Processing	The Quadrangle Grouping	621-297-725
143	1930	Con	Enlisted Men's Barracks (Wikoff Barrack)	The Quadrangle Grouping	621-297-725
161	1936	Con	Theater (Hutchinson Hall)	na	6119-630-654
162	1936	Con	Administration Building (Koehler Hall)	na	6119-630-654
163	1936	Con	Administration General Purpose (Schou Hall)	na	6119-630-654
69	1936	Con	Fire Station Building	na	634-330-343
170	1937	Con	Band Stand	na	NA
184	1932	Non	Vehicle Registration Building	misc.	NA
66	1941	Non	Child Support Service Center	misc.	NA
21-30	1957	Non	Housing	na	NA
54	1958	Non	Bath House	na	NA
56	1958	Non	Outdoor Swimming Pool Building	na	NA

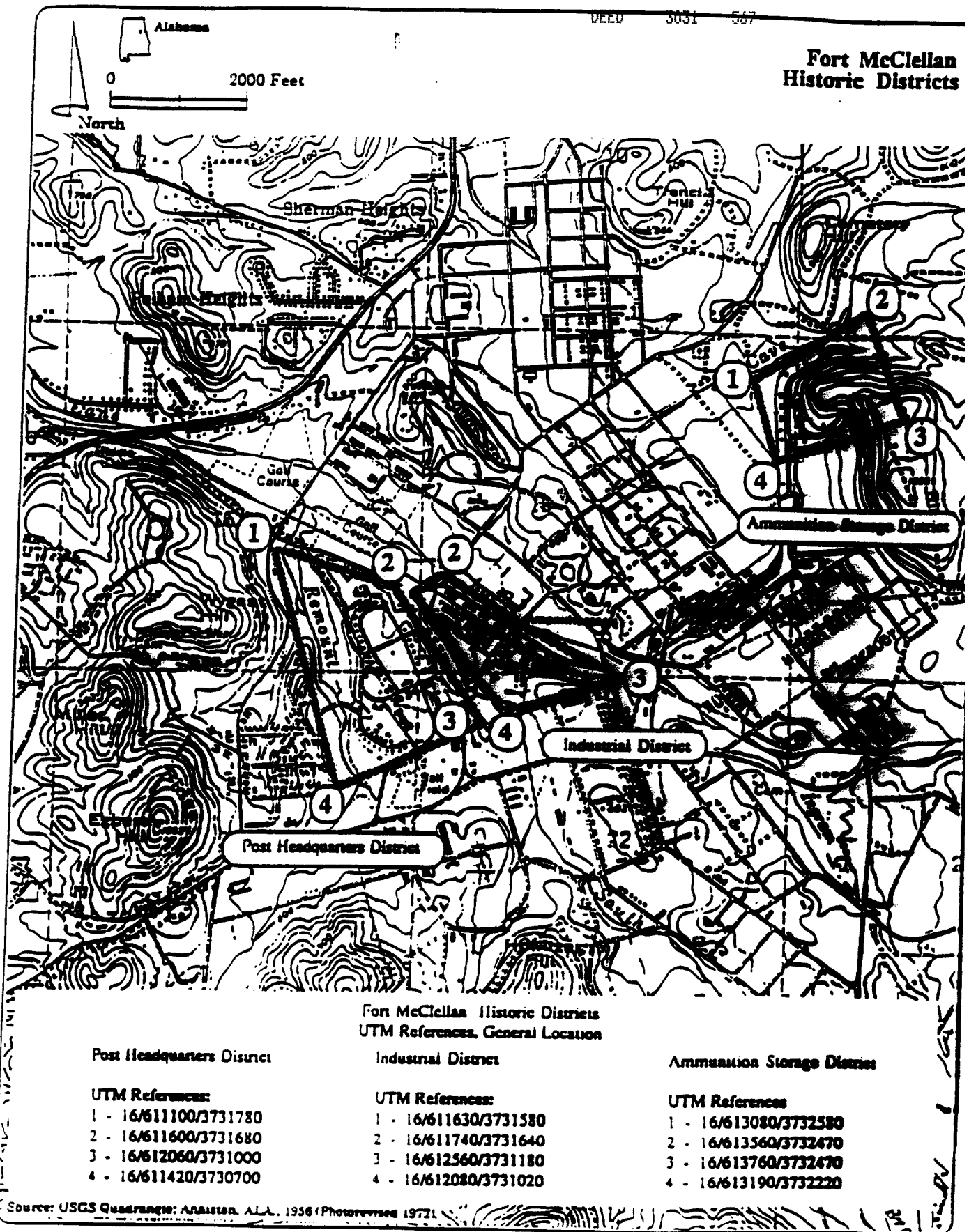
DEED 3031 565

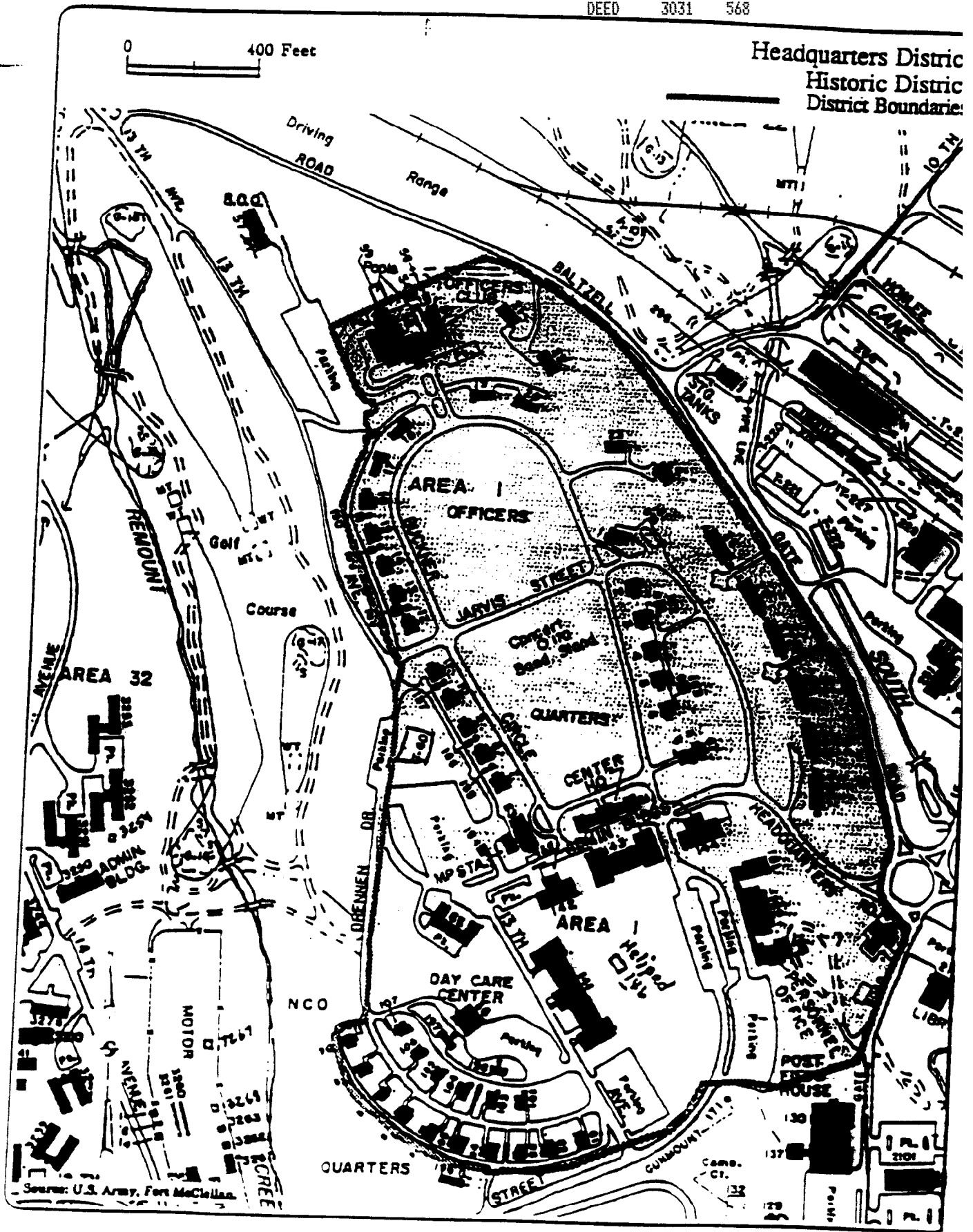
Industrial District, Fort McClellan, Alabama

Structure Number	Construction Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
241	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241A	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241B	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
234	1936	Con	Vehicle Maintenance Building	Motor Pool Bldgs.	634-350 to 355
237	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	677-120 to 125
238	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	676-135 and 677-121 to 124
240	1936	Con	Administration Building	Motor Pool Bldgs.	676-130
242	1936	Con	General Storehouse	Motor Pool Bldgs.	676-112A
243	1932	Con	Storage Building	Motor Pool Bldgs.	6119-507
244	1934	Con	Storage Bldg/Technical Shop	Motor Pool Bldgs.	6119-510
216	1936	Non	Railroad Coal Trestle	na	6119-580
228	1936	Con	Electrical Maintenance Shop	Warehouse District	420-155-160
229	1937	Con	Clothing (Military Sales) Building	Warehouse District	6119-140 to 146
230	1937	Con	Clothing (Military) Sales Building	Warehouse District	6119-155 to 158
236	1932	Con	Technical Maintenance Shop	Warehouse District	6119-500
246	1941	Con	Cold Storage Building	Warehouse District	?
247	1934	Con	Warehouse/Laundry Building	Warehouse District	422-111
252	1936	Con	Communications Center Building	Warehouse District	633-143

Magazines (Ammunition Storage) District, Fort McClellan, Alabama

Structure Number	Construction. Date	Contrib/ Non Con	Structure Name	Dist Subdiv.	QM plan
4401	1936	Con	Ammunition Magazine	na	652-277
4402	1917	Con	Ammunition Magazine	na	none
4405	1917	Con	Ammunition Magazine	na	none
4406	1909	Con	Unknown Munitions Structure	na	na
4412	1941	Con	Igloo Magazine	na	652-354Igloo
4413	1941	Con	Igloo Magazine	na	652-354Igloo
4415	1941	Con	Igloo Magazine	na	652-354Igloo
4416	1941	Con	Igloo Magazine	na	652-354Igloo

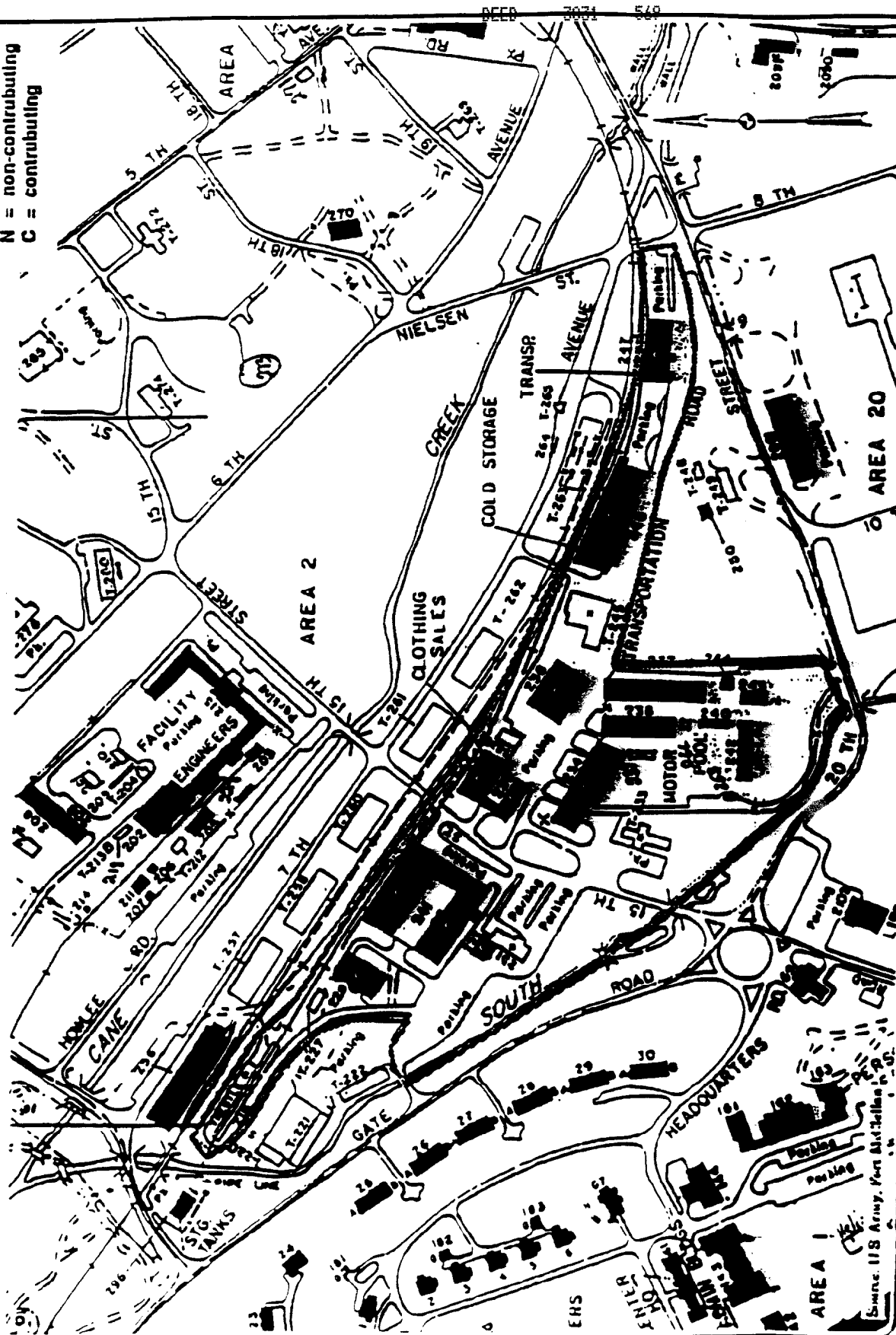


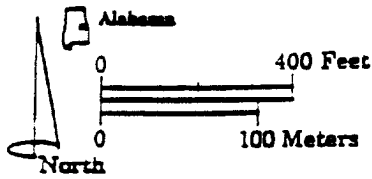


Industrial District  
Historic District  
District Boundaries

N = non-contributing  
C = contributing

0 400 Feet

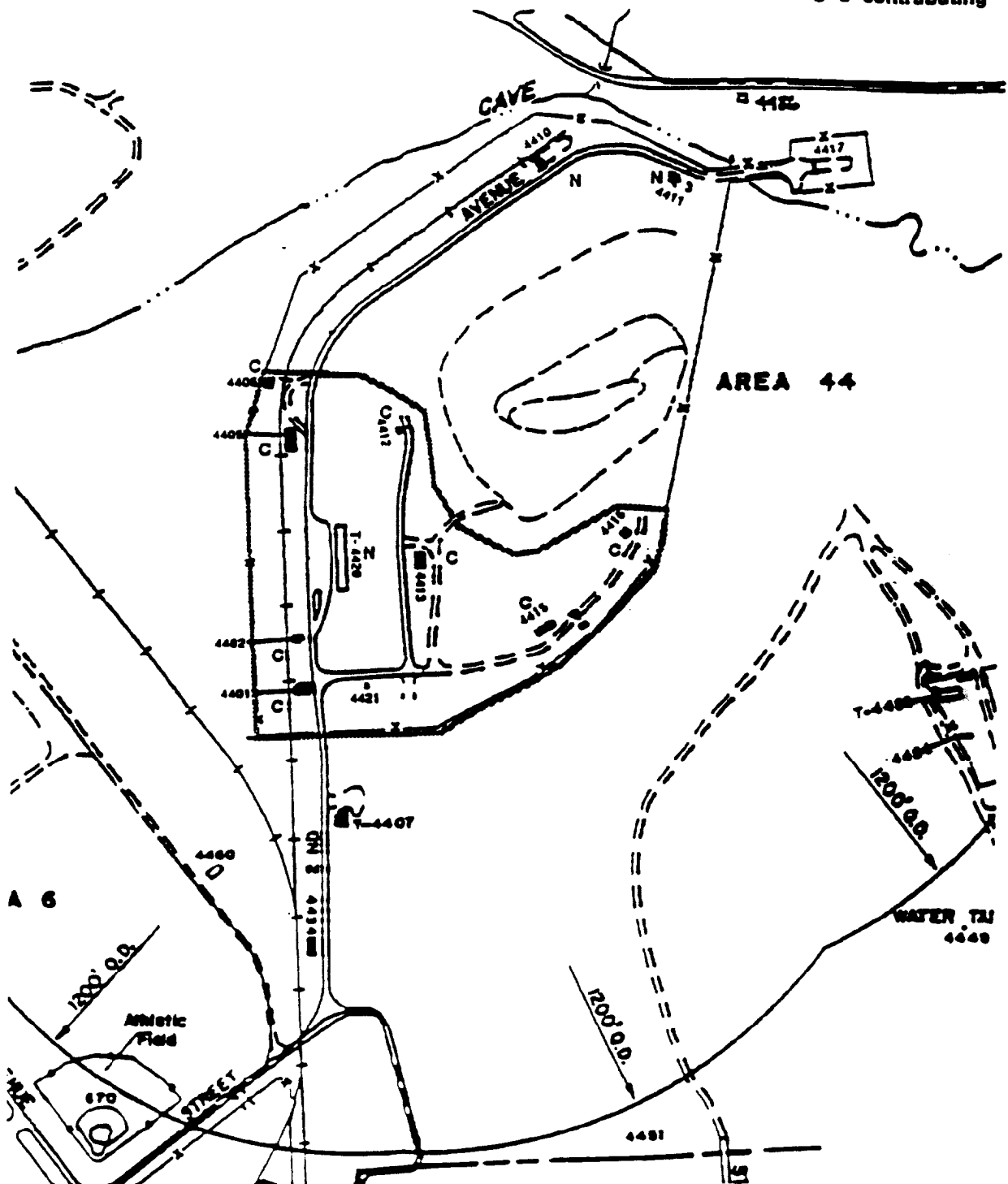




**Ammunition Storage  
Historic District**

— District Boundaries

N = non-contributing  
C = contributing



Source: U.S. Army, Fort McClellan.

ATTACHMENT B DEED 3031 571

List of Architectural, Archeological, and Archival Studies  
completed at Fort McClellan:

- Holstein, H. O., and K. Little  
1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.
- Holstein, H. O., and K. Little  
1985a "An Archaeological Pedestrian Survey of Portions of Northeast Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.
- Holstein, H.O.  
1988 "An Archaeological Pedestrian Survey of the Proposed Fort McClellan Museum Consolidation Project, Calhoun County, Alabama." Jacksonville Statue University.
- Holstein, H.O. and K. Little  
1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Jacksonville State University
- Holstein, H.O., and C.E. Hill  
1993 "Resources on Pelham Range, Fort McClellan, Alabama." Jacksonville State University.
- Holstein, Harry O., Curtis E. Hill, and Keith J. Little  
1995 "Archaeological Investigations of Stone Mounds on the Fort McClellan Military Reservation, Calhoun County, Alabama (Jan 1995, Legacy)." Archaeological Resource Laboratory, Jacksonville State University.
- Joseph, J. W. and Mary Beth Reed  
1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama". New South Associates.
- Joseph, J. W., Mary Beth Reed, Charles E. Cantley, G. Ishmael Williams  
1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.
- Kelley, B.  
1967 "Fort McClellan Traditions Live in Buildings and Landmarks." (report on file) Information Office, Headquarters Division, Fort McClellan, Alabama.
- Kirkland, A.  
1984 "Survey Report of Site Number Ca32, Morgan Mountain (located in Calhoun Co., Alabama." (ms. on file) Environmental Management Division, Directorate of Engineering and Housing, Fort McClellan, Alabama.

- McEachern, M. and N. Boice DEED 3031 572  
1976 "Archaeological Reconnaissance of Fort McClellan, Alabama," University of Alabama.
- McEachern, M., N. Boice, D. C. Hurst and C.R. Nance  
1980 "Statistical Evaluation and Predictive Study of the Cultural Resources at Fort McClellan, Alabama." University of Alabama, Birmingham.
- McEachern, M and N. Boice  
1976 "Archaeological Reconnaissance of Fort McClellan, Alabama." University of Alabama, Birmingham.
- Moorehead, C.W.  
1991 "Cultural Resource Survey of Fifteen Acres at Fort McClellan, Alabama." Mobile District, U.S. Army Corps of Engineers.
- Pyburn, Jack and Denise Messick  
1994 "Interim Maintenance Plan for Repairs and Maintenance to Historic Structures and Their Surrounding Environment, Fort McClellan, Anniston, Alabama." New South Associates.
- Reed, M.B.  
1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama." New South Associates.
- Reed, M.B., C.E. Cantley, G.I. Williams, and J.W. Joseph  
1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.
- Reed, M.B., W.R. Henry, and J. W. Joseph  
1993 "The Military Showplace of the South, Fort McClellan, Alabama, A Historic Building Inventory." New South Associates.
- Robison, N. and J. Nielson  
1984 "An Examination of Sites 1Ca62, 1Ca88, and 1CA111 for National Register Significance, Fort McClellan, Calhoun County, Alabama." Mobile District, U.S. Army Corps of Engineers.
- Westervelt, J., M. O'Shea, J. Krzyzak, T. Oduwolle, M. Shapiro and W. Goran  
1984 "Characterization of Landscape Related Features for Archaeological and Historical Sites Occurring at Fort McClellan, Alabama." Construction Engineering Research Laboratories, U.S. Army Corps of Engineers.

ATTACHMENT C DEED 3031 573

[Language to be included in lease and license agreements when historic buildings, archeological sites, districts, or other historic properties are present. Two versions are presented--one for buildings/structures and a second for archeological sites.]

Building/Structure Lease (or License) Language

Building number(s) XXX is/are (eligible for inclusion in/listed in) the National Register of Historic Places. This/these building(s) will be maintained by the Lessee (Licensee) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992) (Standards). The Lessee (Licensee) will notify the Army of any proposed rehabilitation or structural alteration to this/these building(s) or to the landscape/landscape features and will provide a detailed description of the undertaking prior to undertaking said rehabilitation/alterations. Within 30 days of receipt of such notification and adequate supporting documentation, the Army will notify the Lessee (Licensee) in writing that the undertaking conforms to the Standards and that the Lessee (Licensee) may proceed or that the undertaking does not conform to the Standards and that the Lessee (Licensee) may not proceed. If the Army determines that the undertaking does not meet the Standards, the Army will, with the assistance of the Lessee (Licensee), fulfill the requirements of Section 106 of the National Historic Preservation Act and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800). The Lessee (Licensee) will not undertake the proposed action until the Army notifies the Lessee that the requirements of Section 106 have been fulfilled and the Lessee may proceed. If the Army objects to the Lessee's (Licensee's) proposed undertaking, the Army will notify the Lessee (Licensee) that the proposed action may not proceed.

Archeological Property(ies) Lease (License)<sup>DEED 3031 574</sup> Language

Archeological property(ies)XXX is/are (eligible for inclusion in/ listed in) the national Register of Historic Places. The Lessee (Licensee) shall ensure that the property(ies) remain(s) undisturbed. The Lessee (Licensee) will notify the Army of any proposed ground disturbance to the archeological property prior to undertaking said ground disturbance. Notification will include a detailed description of the proposed undertaking. If the Army does not object to the proposal within thirty (30) days of receipt of such notification and adequate supporting documentation, the Army will, with the assistance of the Lessee (Licensee), initiate consultation with the SHPO in accordance with Section 106 of the National Historic Preservation Act and its implementing regulations, "Protection of Historic Properties" (36 C.F.R. Part 800). The Lessee (Licensee) will not undertake the proposed action until the Army notifies the Lessee (Licensee) that the requirements of Section 106 have been fulfilled and the Lessee (Licensee) may proceed. If the Army objects to the Lessee's (Licensee's) proposed ground disturbance, the Lessee shall not undertake the proposed action.

ATTACHMENT D: STANDARD PRESERVATION COVENANT FOR CONVEYANCE OF  
PROPERTY THAT CONTAINS HISTORIC BUILDINGS AND STRUCTURES

1. In consideration of the conveyance of certain real property hereinafter referred to as (name of property), located in the Calhoun County, Alabama, which is more fully described as: (Insert legal description), (Name of property recipient) hereby covenants on behalf of (himself/herself/itself), (his/her/its) heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer to preserve and maintain (name of historic property/district) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992), in order to preserve and enhance those qualities that make (name of historic property) eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. In addition, any design review guidelines established by a Preservation Commission with appropriate authority will be followed. If (Name of property recipient) desires to deviate from these maintenance standards, (Name of property recipient) will notify and consult with the Alabama State Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.
  2. (Name of property recipient) will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of (name of historic property). Demolition or interior retrofit of noncontributing buildings and structures can be undertaken after thirty (30) days of written notice to the Alabama State Historic Preservation Officer without further consultation.
  3. Within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph 2 of this covenant, the Alabama State Historic Preservation Officer will respond to (name of property recipient) in writing as follows:
    - (a) That (name of property recipient) may proceed with the proposed undertaking without further consultation; or
    - (b) That (name of property recipient) must initiate and complete consultation with the Alabama State Historic Preservation Office before (he/she/it) can proceed with the proposed undertaking.
- If the Alabama State Historic Preservation Officer fails to respond to the (name of property recipient)'s written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then (name of property recipient) may proceed with the

proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to (name of property recipient) by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then (name of property recipient) shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which (name of property recipient) and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of (name of property recipient).

5. Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect (name of historic property) in order to ascertain its condition and to fulfill its responsibilities hereunder.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may, following reasonable notice to (name of recipient), institute suit to enjoin said violation or to require the restoration of (name of historic property). The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.

7. In the event that the (name of historic property) (i) is substantially destroyed by fire or other casualty, or (ii) is not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the Alabama State Historic Preservation Officer and record a duplicate original of said notice in the Calhoun County Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the (name of historic property) as to the facts set forth therein.

8. (Name of recipient) agrees that the Alabama State Historic Preservation Officer may at his/her discretion, without prior notice to (name of recipient), convey and assign all or part of its rights and responsibilities contained herein to a third party.

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9. This covenant is binding on (name of recipient), (his/her/its) heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Officer. Restrictions, stipulations, and covenants contained herein shall be inserted by (name of recipient) verbatim or by express reference in any deed or other legal instrument by which (he/she/it) divests (himself/herself/itself) of either the fee simple title or any other lesser estate in (name of property) or any part thereof.

10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

11. The covenant shall be a binding servitude upon (name of historic property) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of recipient) agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

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ATTACHMENT E: STANDARD PRESERVATION COVENANT FOR CONVEYANCE OF  
PROPERTY THAT INCLUDES ARCHEOLOGICAL SITES

1. In consideration of the conveyance of the real property that includes the [official number(s) designation of archeological site(s)] located in the County of Calhoun, Alabama, which is more fully described as [insert legal description of the boundaries of the Archeological site], [Name of property recipient] hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer, to maintain and preserve [official number(s) designation of archeological site(s)], in accordance with the provisions of paragraphs 2 through 11 of this covenant.

2. (Name of property recipient) will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any disturbance of the ground surface or any other action on [official number(s) designation of archeological site(s)] that would affect the physical integrity of this/these site(s). Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of [official number(s) designation of archeological site(s)].

3. Within thirty (30) calendar days of the appropriate Alabama State Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph 2 of this covenant, the SHPO will respond to (name of property recipient) in writing as follows:

(a) That (name of property recipient) may proceed with the proposed undertaking without further consultation; or

(b) That (name of property recipient) must initiate and complete consultation with the Alabama State Historic Preservation Office before (he/she/it) can proceed with the proposed undertaking.

If the Alabama State Historic Preservation Officer fails to respond to the (name of property recipient)'s written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then (name of property recipient) may proceed with the proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to (name of property recipient) by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that (name of property recipient) will employ to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then (name of

DEED 3031 579

property recipient) shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which (name of property recipient) and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of (name of property recipient).

5. [Name of recipient] shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archeological site determined by the Alabama State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places. Any such vandalism or disturbance shall be reported to the Alabama State Historic Preservation Officer promptly.

6. The Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect [parcel designation] in order to ascertain its condition and to fulfill its responsibilities hereunder.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of any archeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.

8. [Name of recipient] agrees that the Alabama State Historic Preservation Officer may, at its discretion and without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

9. This covenant is binding on [name of recipient], [his/her/its] heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Officer. Restrictions, stipulations, and covenants contained herein shall be inserted by [name of recipient] verbatim or by express reference in any deed or other legal instrument by which [he/she/it] divests [himself/herself/itself] of either the fee simple title or any other lesser estate in [parcel designation] or any part thereof.

10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

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11. The covenant shall be a binding servitude upon the real property that includes [official number(s) designation of archeological site(s)] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that [name of recipient] agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

**EXHIBIT "D"**  
**Super FOST II, Transfer I**  
**Deed No. 8**

**BUILDINGS AND STRUCTURES  
IDENTIFIED AS CONTAINING  
FRIABLE AND NON-FRIABLE  
ASBESTOS**

**Building No.**

**Description**

265  
337

Training Aids Center  
Maintenance Storage

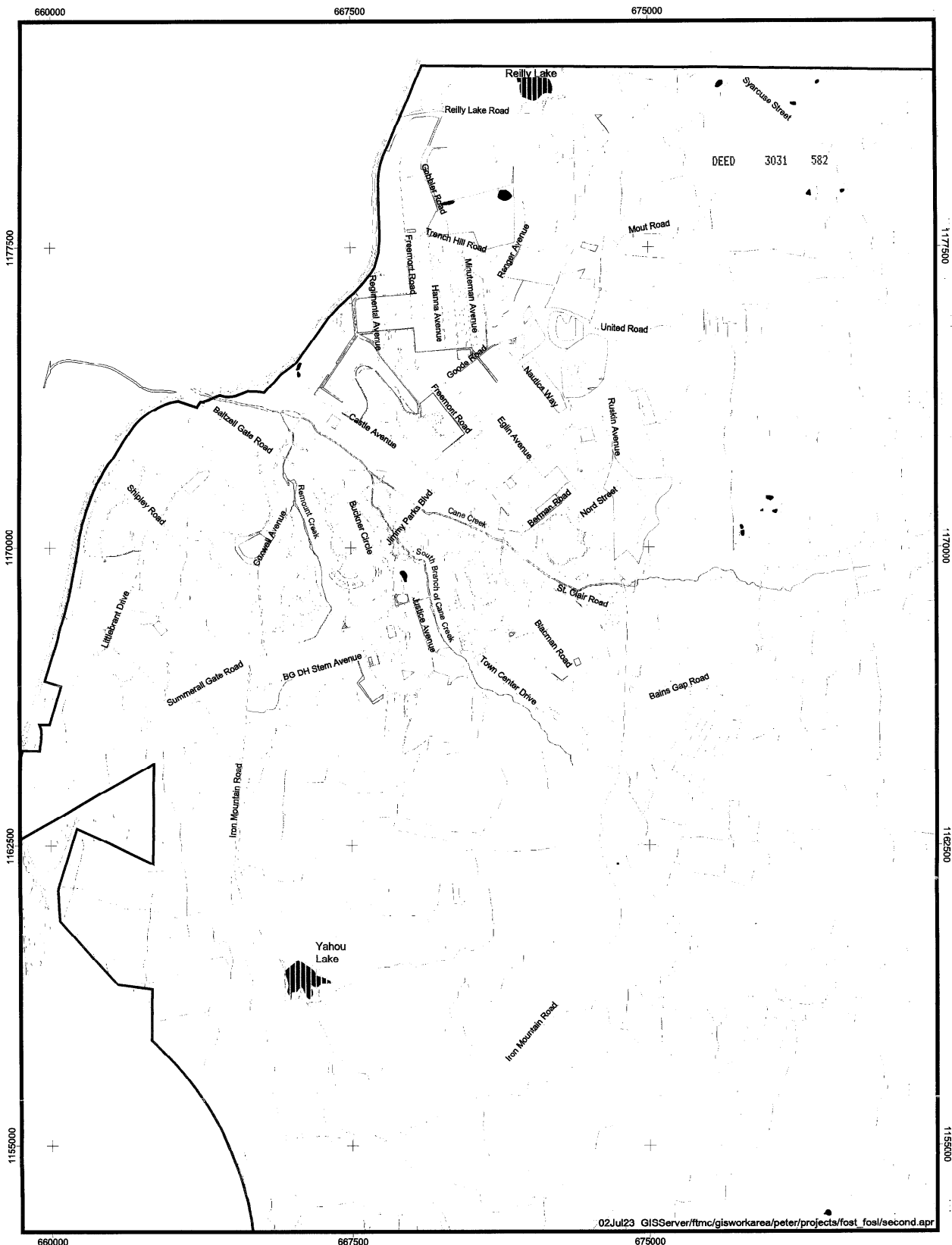


Figure 5 Finding of Suitability to Transfer Endangered Species, SUPERFOST No. 2

**Legend**

- Roads
- Creeks
- Moderate Gray Bat Habitat
- Property to be Transferred

0 2000 4000

State Plane feet, NAD83

July 2002



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



Environmental Office

EXHIBIT "E"

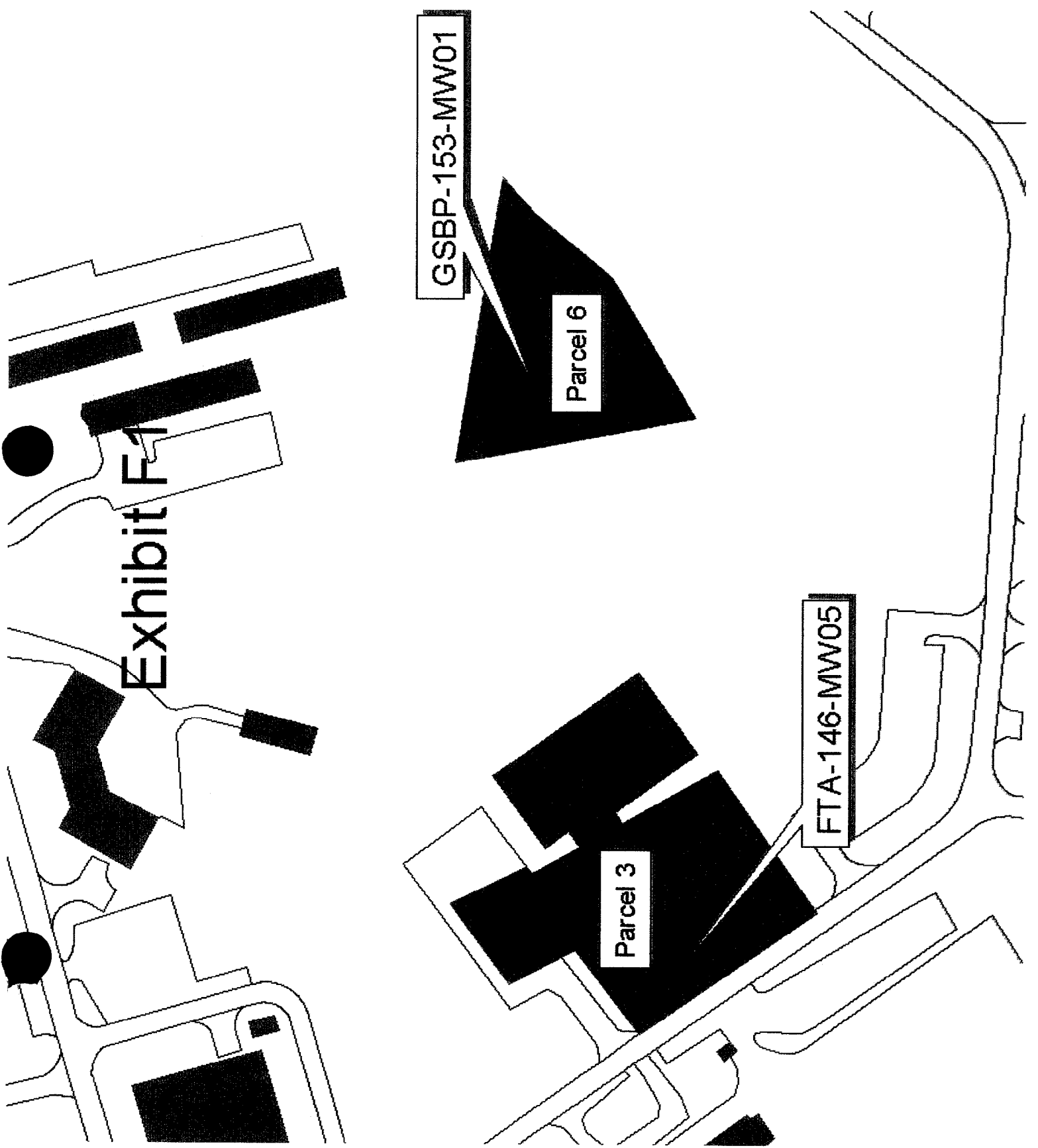
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GSBP-153-MW01

Parcel 6

FTA-146-MW05

Parcel 3



# Exhibit F2

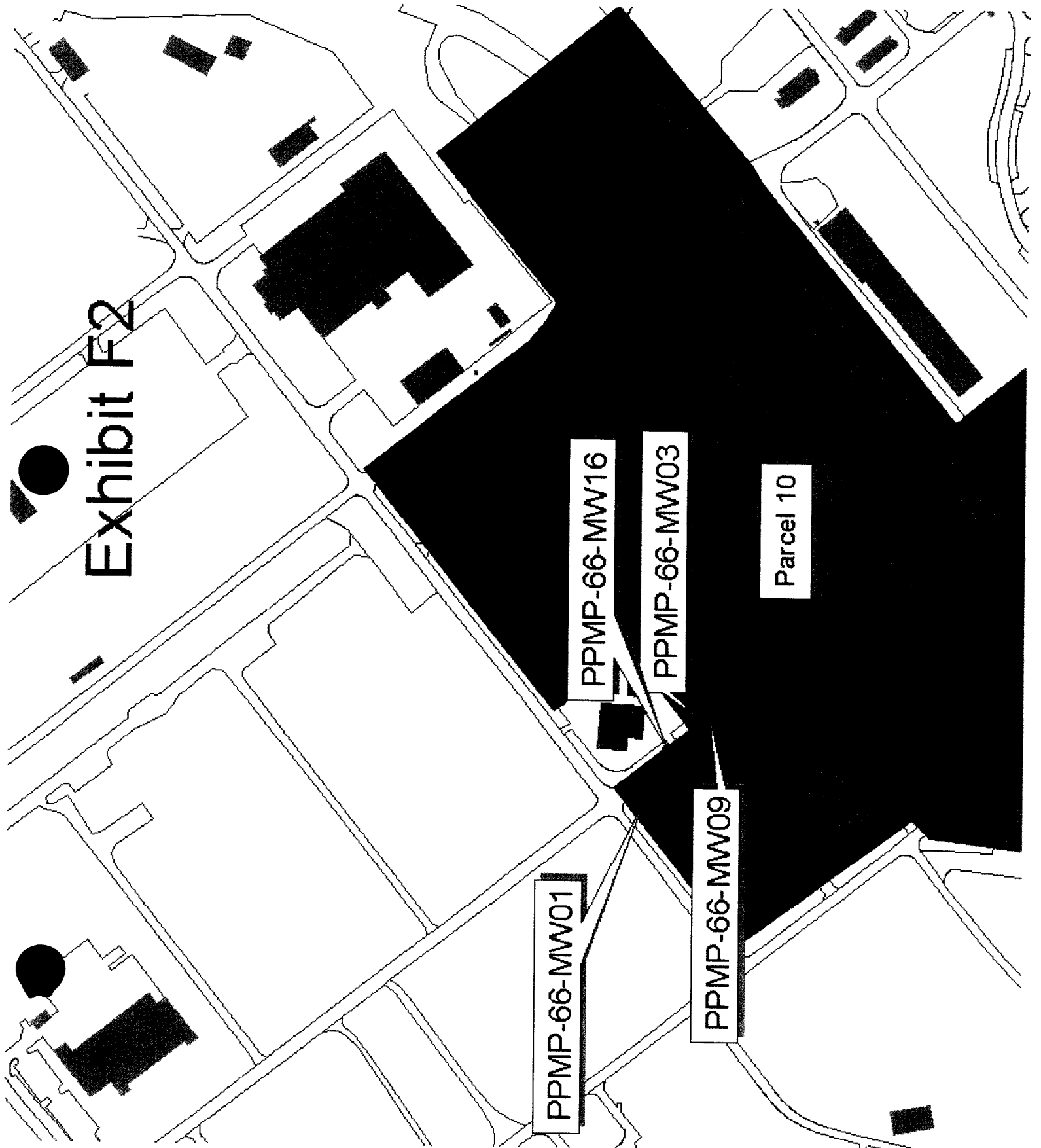
PPMP-66-MW01

PPMP-66-MW16

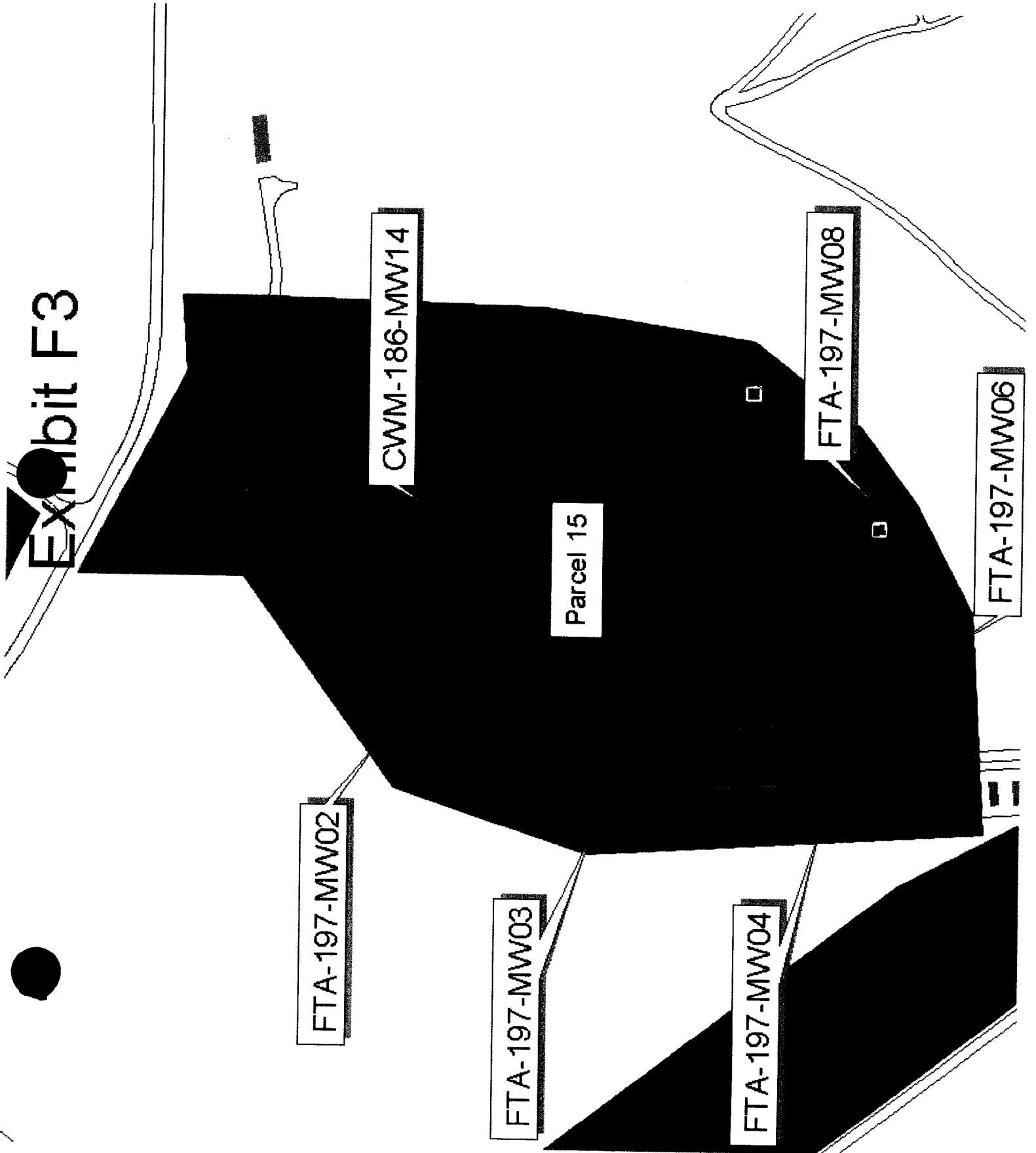
PPMP-66-MW03

PPMP-66-MW09

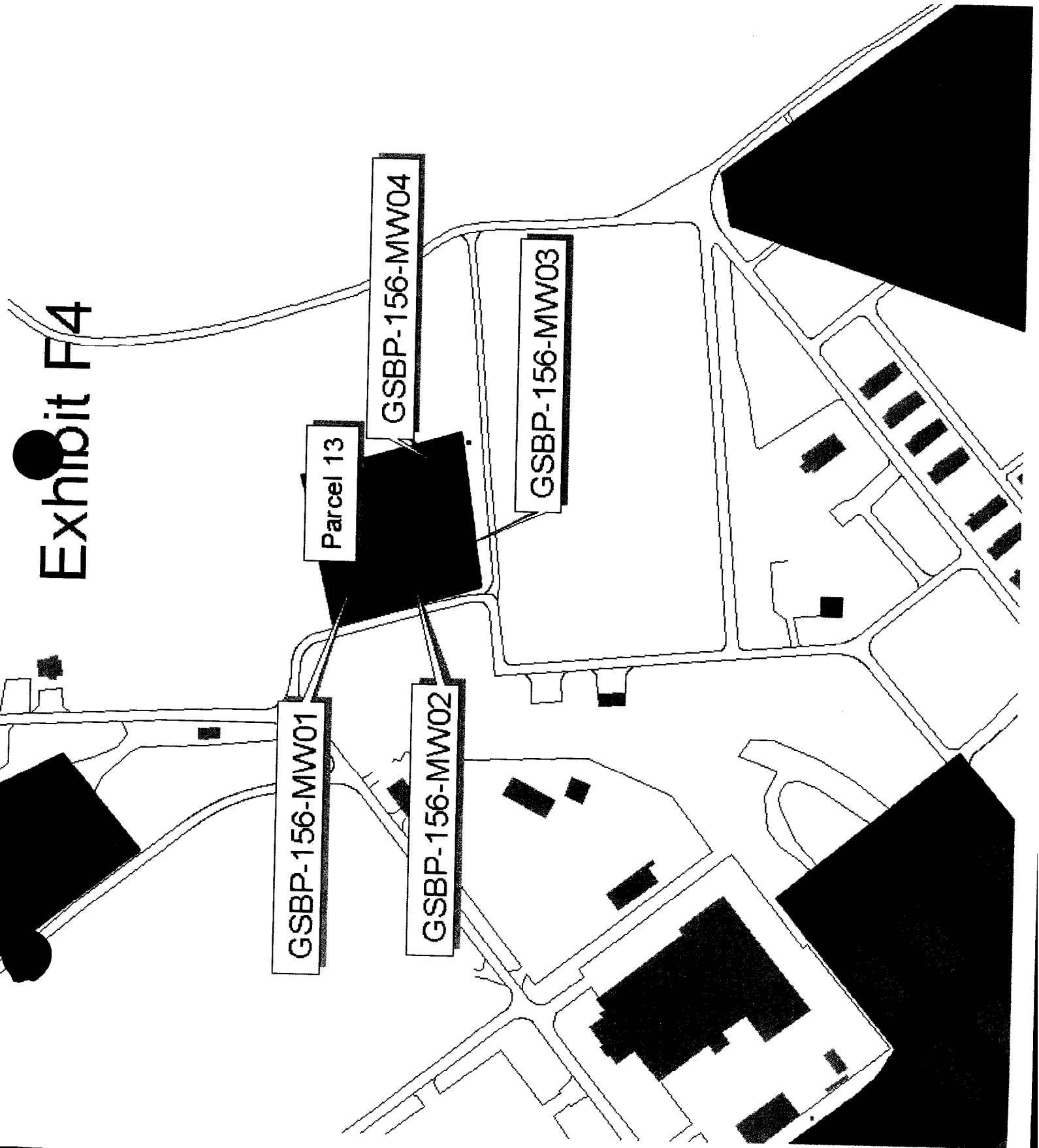
Parcel 10



# Exhibit F3



# Exhibit F4



DEED 3031 586

Recordings Fee 216.00  
TOTAL 216.00