

THIS INSTRUMENT PREPARED BY:  
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Arthur C. Murray  
Judge of Probate  
Calhoun County, Alabama

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STATE OF ALABAMA )

COUNTY OF CALHOUN )

**QUITCLAIM DEED NO. 10**  
**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 Federal Property and Administrative Services Act of 1949, PL 152, as amended, and 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** (hereinafter referred to as the "**GRANTEE**"), an unincorporated nonprofit association under the Alabama Unincorporated Nonprofit Association Act.

**WITNESSETH THAT:**

**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**, 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 thereon; 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, including the use of proceeds to support the economic development of or related to the conveyed property as provided for in the National Defense Authorization Act for FY 2000, PL 106-65, Section 2821, 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 17,800 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 182.49 acres as described below:

## Legal Description

### PARCEL 1 BOUNDARY DESCRIPTION

A parcel of land situated in the Southeast Quarter of Section 9, and Section 16, 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 16, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run **S 89°36'34" E** along the north line of said section, for a distance of **1210.82** feet; thence leaving said north line, run **S 00°23'26" W** for a distance of **1651.88** feet to the southerly right-of-way line of the Anniston-Jacksonville Highway #21 (right-of-way width 125 feet) and the **POINT OF BEGINNING**; thence run **N 78°58'09" E** along said right-of-way, for a distance of **162.71** feet to a capped iron found (PLS 12502); thence leaving said right-of-way, run **S 59°35'34" E** for a distance of **118.33** feet to a capped iron found (PLS 12502); thence run **N 66°15'54" E** for a distance of **138.87** feet; thence meandering along the southerly boundary line of Lots 1 – 26, according to Fort View Subdivision, as recorded in Plat Book "B", page 212, in the Office of the Judge of Probate of Calhoun County, Alabama, run **S 74°26'57" E** for a distance of **156.50** feet, thence run **S 86° 56' 33" E** for a distance of **98.65** feet; thence run **N 79° 07' 49" E** for a distance of **184.97** feet; thence run **N 71° 55' 58" E** for a distance of **310.00** feet; thence run **S 89° 36' 36" E** for a distance of **205.65** feet; thence run **N 88° 57' 24" E** for a distance of **53.06** feet; thence run **N 76° 28' 59" E** for a distance of **148.98** feet; thence run **N 62° 46' 17" E** for a distance of **103.99** feet; thence run **N 43° 59' 49" E** for a distance of **104.31** feet; thence run **N 38° 16' 37" E** for a distance of **89.91** feet; thence run **N 31° 59' 46" E** for a distance of **127.75** feet; to the easternmost corner of Lot 26 of said Fort View and the southerly right-of-way line of the Anniston-Jacksonville Highway #21 (right-of-way width 125 feet), said point also being the Point of Curvature of a non-tangent curve to the left, having a radius of **2034.86** feet, a central angle of **1°23'49"**, a chord length of **49.61** feet and a chord bearing of **N 60°54'13" E**; thence continue along the arc of said curve and said right-of-way, for a distance of **49.61** feet to the Point of Tangency of said curve; thence run **N 21°33'14" E** along said right-of-way (right-of-way width varies), for a distance of **40.42** feet to the southerly right-of-way line of the Anniston-Jacksonville Highway #21 (right-of-way width 100 feet), said point also being the Point of Curvature of a non-tangent curve to the left, having a radius of **2009.86** feet, a central angle of **18°25'50"**, a chord length of **643.74** feet and a chord bearing of **N 50°05'24" E**; thence continue along the arc of said curve and said right-of-way, for a distance of **646.52** feet to the Point of Curvature of a non-tangent curve to the left, having a radius of **3929.14** feet, a central angle of **4°30'17"**, a chord length of **308.83** feet and a chord bearing of **N 37°33'20" E**; thence continue along the arc of said curve and said right-of-way, for a distance of **308.91** feet to the Point of Tangency of said curve; thence run **N 35°45'58" E** along the easterly right-of-way of said Highway #21, for a distance of **773.06** feet to the

Point of Curvature of a curve to the right, having a radius of **3540.68** feet, a central angle of **1°42'23"**, a chord length of **105.45** feet and a chord bearing of **N 36°37'09" E**; thence continue along the arc of said curve and said right-of-way, for a distance of **105.45** feet to the Point of Tangency of said curve, thence leaving said right-of-way, run **S 84°57'48" E** for a distance of **256.26** feet; thence run **S 06°03'58" E** for a distance of **297.41** feet; thence run **S 21°19'45" W** for a distance of **514.72** feet; thence run **S 35°16'35" E** for a distance of **273.43** feet to the westerly boundary line of a proposed 80 foot right-of-way; thence run **S 33°48'48" W** along said right-of-way, for a distance of **365.64** feet; thence leaving said right-of-way, run **N 52°09'30" W** for a distance of **53.42** feet; thence run **S 74°31'29" W** for a distance of **195.34** feet; thence run **S 52°38'48" E** for a distance of **305.01** feet; thence run **S 46°24'28" W** for a distance of **200.12** feet; thence run **S 57°38'00" E** for a distance of **322.90** feet to the easterly boundary line of a proposed 80 foot right-of-way; thence run **S 33°48'48" W** along said right-of-way, for a distance of **1455.89** feet to the Point of Curvature of a curve to the left, having a radius of **1485.03** feet, a central angle of **9°38'40"**, a chord length of **249.67** feet and a chord bearing of **S 28°59'28" W**; thence continue along the arc of said curve and said right-of-way, for a distance of **249.97** feet to the Point of Curvature of a non-tangent curve to the right, having a radius of **2734.69** feet, a central angle of **24°41'19"**, a chord length of **1169.27** feet and a chord bearing of **N 57°24'22" W**; thence continue along the arc of said curve and said right-of-way, for a distance of **1178.37** feet to the Point of Curvature of a curve to the left, having a radius of **1314.27** feet, a central angle of **12°39'03"**, a chord length of **289.60** feet and a chord bearing of **N 51°23'14" W**; thence continue along the arc of said curve and said right-of-way, for a distance of **290.19** feet to the Point of Tangency of said curve; thence run **N 57°42'45" W** along said right-of-way, for a distance of **303.15** feet; thence leaving said right-of-way, run **N 27°13'26" E** for a distance of **326.12** feet; thence run **N 76°16'27" W** for a distance of **535.77** feet to the **POINT OF BEGINNING**; said described tract containing 3,532,900 Square Feet, (81.10 Acres) more or less.

## PARCEL 2 BOUNDARY DESCRIPTION

A parcel of land situated in Section 16, and the North half of Section 21, 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 16, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run **S 89°36'34" E** along the north line of said section, for a distance of **1210.82** feet; thence leaving said north line, run **S 00°23'26" W** for a distance of **3064.31** feet, thence run **S 89°52'57" E** for a distance of **1924.32** feet to the easterly boundary line of a proposed 80 foot right-of-way and the **POINT OF BEGINNING**; said point also being the Point of Curvature of a curve to the right, having a radius of **1405.03** feet, a central angle of **9°22'24"**, a chord length of **229.60** feet and a chord bearing of **N 29°07'35" E**; thence continue along the arc of said curve and said right-of-way, for a distance of **229.86** feet to the Point of Tangency of said curve; thence run **N 33°48'48" E** along said right-of-way, for a distance of **1024.50** feet to the southerly boundary line of a proposed 40 foot right-of-way; thence run **S 56°03'59" E** along said right-of-way, for a distance of **404.48** feet; thence leaving said right-of-way, run **S 31°22'32" W** for a distance of **159.82** feet; thence run **S 57°26'12" E** for a distance of **309.88** feet; thence run **N 32°35'54" E** for a distance

of **152.30** feet to the southerly boundary line of a proposed 40 foot right-of-way; thence run **S 56°03'59" E** along said right-of-way, for a distance of **88.14** feet to the Point of Curvature of a curve to the left, having a radius of **50.00** feet, a central angle of **90°43'05"**, a chord length of **71.15** feet and a chord bearing of **N 78°34'28" E**; thence continue along the arc of said curve and said right-of-way, for a distance of **79.17** feet to the Point of Tangency of said curve; thence run **N 33°12'55" E** along the easterly boundary line of said right-of-way, for a distance of **352.85** feet to the southerly boundary line of a proposed 50 foot right-of-way; thence run **S 57°08'35" E** along said right-of-way, for a distance of **1591.72** feet to the westerly boundary line of a proposed 80 foot right-of-way; thence run **S 33°54'49" W** along said right-of-way, for a distance of **836.43** feet to the Point of Curvature of a curve to the right, having a radius of **349.20** feet, a central angle of **43°22'20"**, a chord length of **258.07** feet and a chord bearing of **S 55°35'59" W**; thence continue along the arc of said curve and said right-of-way, for a distance of **264.34** feet to the Point of Curvature of a curve to the left, having a radius of **540.00** feet, a central angle of **27°40'01"**, a chord length of **258.23** feet and a chord bearing of **S 63°27'08" W**; thence continue along the arc of said curve and said right-of-way, for a distance of **260.75** feet to the Point of Tangency of said curve; thence run **S 49°37'08" W** for a distance of **33.39** feet to the northerly boundary line of a proposed 60 foot right-of-way; said point also being the Point of Curvature of a curve to the left, having a radius of **1210.00** feet, a central angle of **26°34'25"**, a chord length of **556.18** feet and a chord bearing of **N 55°33'45" W**; thence continue along the arc of said curve and said right-of-way, for a distance of **561.19** feet to the Point of Tangency of said curve; thence run **N 68° 50' 57" W** for a distance of **1016.23** feet to the Point of Curvature of a curve to the left, having a radius of **630.70** feet, a central angle of **14° 41' 02"**, a chord length of **161.19** feet and a chord bearing of **N 76° 11' 28" W**; thence continue along the arc of said curve and said right-of-way for a distance of **161.64** feet to the Point of Curvature of a curve to the right, having a radius of **816.61** feet, a central angle of **11° 23' 17"**, a chord length of **162.04** feet and a chord bearing of **N 77° 50' 20" W**; thence continue along the arc of said curve and said right-of-way for a distance of **162.31** feet to the Point of Curvature of a curve to the right, having a radius of **470.00** feet, a central angle of **22° 47' 16"**, a chord length of **185.70** feet and a chord bearing of **N 60° 45' 04" W**; thence continue along the arc of said curve and said right-of-way for a distance of **186.93** feet to the Point of Tangency of said curve; thence run **N 40° 38' 34" E** for a distance of **10.00** feet to the northerly boundary line of a proposed 80 foot right-of-way, said point also being the Point of Curvature of a curve to the left, having a radius of **401.26** feet, a central angle of **22° 42' 04"**, a chord length of **157.94** feet and a chord bearing of **N 60° 42' 27" W**; thence continue along the arc of said curve and said right-of-way for a distance of **158.98** feet to the **POINT OF BEGINNING**; said described tract containing 3,061,386 Square Feet (70.28 Acres) more or less.

#### PARCEL 11 BOUNDARY DESCRIPTION

A parcel of land situated in Section 16, and the North half of Section 21, both lying in Township 15 South, Range 8 E, 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 E, Huntsville Meridian, Calhoun County, Alabama; thence run **S 89°36'34" E** along the north line of said section, for a distance of **1210.82** feet; thence leaving said north line, run **S 00°23'26" W** for a distance of **3141.42** feet, thence run **S 89°52'57" E** for a distance of **1903.10** feet to the southerly boundary line of a proposed 80 foot right-of-way and the **POINT OF BEGINNING**; said point also being the Point of Curvature of a curve to the right, having a radius of **321.26** feet, a central angle of **22° 09' 20"**, a chord length of **123.45** feet and a chord bearing of **S 60° 26' 06" E**; thence continue along the arc of said curve and said right-of-way for a distance of **124.23** feet to the Point of Tangency of said curve; thence run **N 40° 38' 35" E** for a distance of **10.00** feet to the southerly boundary line of a proposed 60 foot right-of-way; said point also being the Point of Curvature of a curve to the left, having a radius of **530.00** feet, a central angle of **6° 49' 55"**, a chord length of **63.16** feet and a chord bearing of **S 52° 46' 23" E**; thence continue along the arc of said curve and said right-of-way for a distance of **63.20** feet to the Point of Curvature of a curve to the right, having a radius of **500.00** feet, a central angle of **18° 21' 32"**, a chord length of **159.53** feet and a chord bearing of **S 47° 00' 34" E**; thence continue along the arc of said curve and said right-of-way for a distance of **160.21** feet to the Point of Tangency of said curve; thence run **S 37° 49' 48" E** for a distance of **737.42** feet to the Point of Curvature of a curve to the right, having a radius of **1870.00** feet, a central angle of **8° 34' 06"**, a chord length of **279.39** feet and a chord bearing of **S 33° 32' 45" E**; thence continue along the arc of said curve and said right-of-way for a distance of **279.65** feet to the Point of Tangency of said curve; thence run **S 29° 15' 42" E** for a distance of **107.57** feet to the Point of Curvature of a curve to the right, having a radius of **770.00** feet, a central angle of **11° 22' 38"**, a chord length of **152.65** feet and a chord bearing of **S 23° 34' 23" E**; thence continue along the arc of said curve and said right-of-way for a distance of **152.90** feet to the Point of Tangency of said curve; thence run **S 17° 53' 04" E** for a distance of **284.80** feet to the Point of Curvature of a curve to the left, having a radius of **780.00** feet, a central angle of **19° 48' 02"**, a chord length of **268.22** feet and a chord bearing of **S 27° 47' 05" E**; thence continue along the arc of said curve and said right-of-way for a distance of **269.56** feet to the Point of Tangency of said curve; thence run **S 37° 41' 06" E** for a distance of **89.05** feet to the Point of Curvature of a curve to the right, having a radius of **170.00** feet, a central angle of **47° 16' 46"**, a chord length of **136.33** feet and a chord bearing of **S 14° 02' 43" E**; thence continue along the arc of said curve and said right-of-way for a distance of **140.28** feet to the Point of Tangency of said curve; thence run **S 9° 35' 40" W** for a distance of **106.99** feet to the Point of Curvature of a curve to the left, having a radius of **530.00** feet, a central angle of **9° 52' 06"**, a chord length of **91.17** feet and a chord bearing of **S 04° 39' 37" W**; thence continue along the arc of said curve and said right-of-way for a distance of **91.28** feet to the Point of Tangency of said curve; thence run **S 00° 16' 26" E** for a distance of **370.78** feet; thence, leaving said right-of-way, run **N 82° 07' 22" W** for a distance of **357.99** feet; thence run **S 37° 19' 21" W** for a distance of **113.60** feet; thence run **S 87° 28' 25" W** for a distance of **134.59** feet; thence run **N 55° 49' 05" W** for a distance of **54.14** feet; thence run **N 03° 12' 26" W** for a distance of **375.11** feet; thence run **N 67° 53' 48" E** for a distance of **82.34** feet; thence run **N 07° 32' 08" W** for a distance of **240.22** feet; thence run **N 20° 39' 53" W** for a distance of **323.33** feet; thence run **N 27° 09' 28" W** for a distance of **201.38** feet; thence run **N 32° 07' 53" W** for a distance of **104.82** feet; thence run **S 57° 52' 07" W** for a distance of **55.09** feet; thence run **N 24° 46' 02" W** for a distance of **381.14** feet; thence run **N 32° 19' 13" W** for a distance of **219.02** feet; thence run **N 4° 24' 07" W** for a distance of **157.85** feet; thence

run N 09° 49' 38" W for a distance of 89.27 feet; thence run N 11° 12' 08" W for a distance of 167.16 feet; thence run N 07° 58' 57" E for a distance of 103.73 feet; thence run N 43° 54' 48" W for a distance of 123.26 feet; thence run N 34° 04' 58" W for a distance of 108.80 feet; thence run N 20° 17' 52" E for a distance of 128.96 feet; thence run N 63° 52' 45" E for a distance of 37.37 feet to the **POINT OF BEGINNING**; said described tract containing 1,355,145 Square Feet (31.11 Acres) more or less.

**Said parcels of land being subject to existing building or zoning laws, as applicable;** and said parcels of land being subject to those easements, reservations, restrictions or outgrants of record, including, but not limited to the following:

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

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

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

Easements to the Anniston Water Works and Sewer Board recorded at Deed Book 2141, Pages 217-272 in the Probate Records of Calhoun County, Alabama.

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

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees" respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties, the term "successors" being deemed to include, in reference to the Grantee, successors in title to the Grantee.

The Property includes:

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

## 1. CERCLA NOTICE AND COVENANTS

**A. Notice.** Pursuant to 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 Findings of Suitability to Transfer (FOSTs), copies of

which have been provided to the Grantee, 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 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.

(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, sublessees, 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. ENVIRONMENTAL PROTECTION PROVISIONS**

### **A. Liability for Contamination**

The Grantee, any successor, assignee, transferee, lender or lessee of the Grantee, or its successors or assigns, shall have no obligation to fund, participate in or complete

the clean-up of existing hazardous substances, pollutants or contamination (collectively "Contamination") on or under the Property except to the extent any such party caused or contributed to the Contamination as provided under Section 120 (h) of CERCLA. Furthermore, the Grantor shall not be liable hereunder to perform or fund any response actions under CERCLA or other applicable law required (i) due to a violation by the Grantee, its successors or assigns, of any of the land use restrictions contained in this Article 3, or (ii) to facilitate land uses prohibited by said land use restrictions.

**B. Notice of the Presence of Lead-Based Paint and Covenant  
Relating to Facility No. 2263 and Facility No. 1005 Built Prior to 1978**

(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.

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

(1) Gray bats (*Myotis grisescens*) are known to forage in the main channel of Cane Creek and Remount Creek and are known to roost in caves and under bridges in the vicinity. The areas within the Property that are adjacent to Cane Creek and Remount Creek have been identified as suitable gray bat foraging habitat. Gray bats are listed as endangered by the U.S. Fish and Wildlife Service (FWS) and are afforded federal protection under the Endangered Species Act (ESA) of 1973, as amended. Section 9 of the ESA prohibits private landowners from "taking" (harm, harass, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) endangered species.

The following measures will limit potential take of gray bats on this parcel. Failure to follow these measures could subject the violator to criminal sanctions of the ESA:

Gray bats are known to use man-made structures in the vicinity of the Property adjacent to Cane Creek and Remount Creek. Prior to removing or altering the structure of a bridge, abandoned building, or cistern, the structure should be checked for the presence of gray bats. The FWS will be contacted if bats are found to be present.

Trees along Cane Creek and Remount Creek with high or moderate quality foraging habitat on the Property provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet of these streams is necessary, the FWS should be consulted prior to cutting.

Gray bats primarily feed on insects with an aquatic life stage; therefore, water quality and the physical characteristics of streams affect the amount and types of insects available for these bats. State and federal regulations pertaining to water quality and erosions control should be followed. Additionally, modification of stream banks and water flow should be avoided to maintain present water quality and physical structure.

(2) CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE. These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds for those portions of the Property that are adjacent to Cane Creek and Remount Creek and their tributaries as identified on the map attached hereto as Exhibit "B"; 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 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.

### **E. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT**

(1) The Grantee is hereby informed and does acknowledge that, pesticides may be present on the Property. To the best of Grantor's knowledge, the presence of pesticides does not currently pose a threat to human health or the environment. To the best of the Grantor's knowledge, the use and application of any pesticide product on the Property by the Grantor was in accordance with its intended purpose, and in accordance with CERCLA Section 107 (i). The Grantor assumes no liability for future remediation of pesticide contamination or damages if it was used for its intended purpose.

(2) The Grantee covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substances.

(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 property upon which pesticides may be present; 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 FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES AND COVENANT TO REMOVE ORDNANCE AND EXPLOSIVES:**

Fort McClellan is a former military installation with a history of ordnance and explosives (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 buildings or land proposed for transfer is known to contain unexploded ordnance (UXO). In the event the Grantee, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the 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.

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

With respect to activities related to the Property, the Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities conducted on the Property because of race, color, religion, sex, age, handicap or national origin.

### **4. INDEMNIFICATION**

In conveying the Property, the Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or

lessee of the Grantee as provided for in Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under the law.

**5. ANTI-DEFICIENCY ACT**

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

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Secretary of the Army and the Seal of the Department of the Army to be hereunto affixed this 5th day of August, 2003.

UNITED STATES OF AMERICA

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

Signed, Sealed and Delivered

In the Presence of:

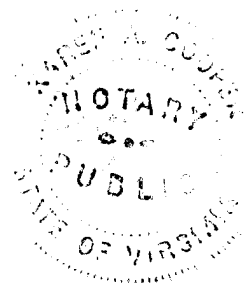
Witness: [Signature]

Witness: [Signature]

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

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November 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 5th, August, 2003, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Lauren A. Cooper  
Notary Public



The terms and conditions of this Quitclaim Deed No. 10 are hereby accepted this 1<sup>st</sup> day of July, 2003. I, JAMES A. DUNN, hereby certify that holding the position of CHAIRMAN, in the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority, have the authority to execute this instrument on their behalf, and that my signature, as it appears below, is authentic.

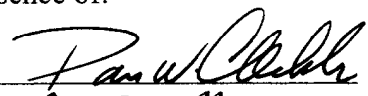
**ANNISTON-CALHOUN COUNTY  
FORT McCLELLAN DEVELOPMENT  
JOINT POWERS AUTHORITY**

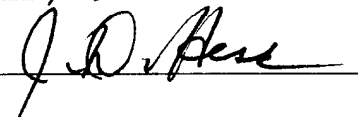
By: 

Title: CHAIRMAN

Date: 7/1/2003

In the presence of:

Witness: 

Witness: 

STATE OF ALABAMA )

) SS:

COUNTY OF CALHOUN )

I, the undersigned, a Notary Public in and for the state of Alabama, County of Calhoun whose commission as such expires on the 31<sup>st</sup> day of JULY, 2005, do hereby certify that this day personally appeared before me in the State of Alabama, County of Calhoun, JAMES A. DUNN, Chairman, Anniston-Calhoun County Fort McClellan Development Joint Powers Authority,, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 1<sup>st</sup>, JULY, 2003, and acknowledged the same for and on behalf of the Anniston-Calhoun county Fort McClellan Development Joint Powers Authority.

  
Notary Public

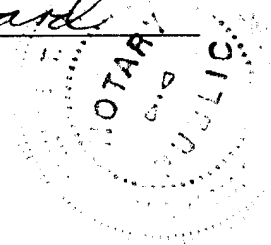


EXHIBIT "A"

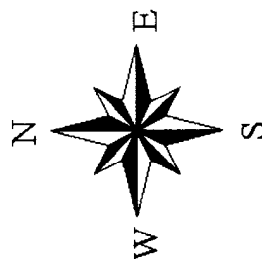
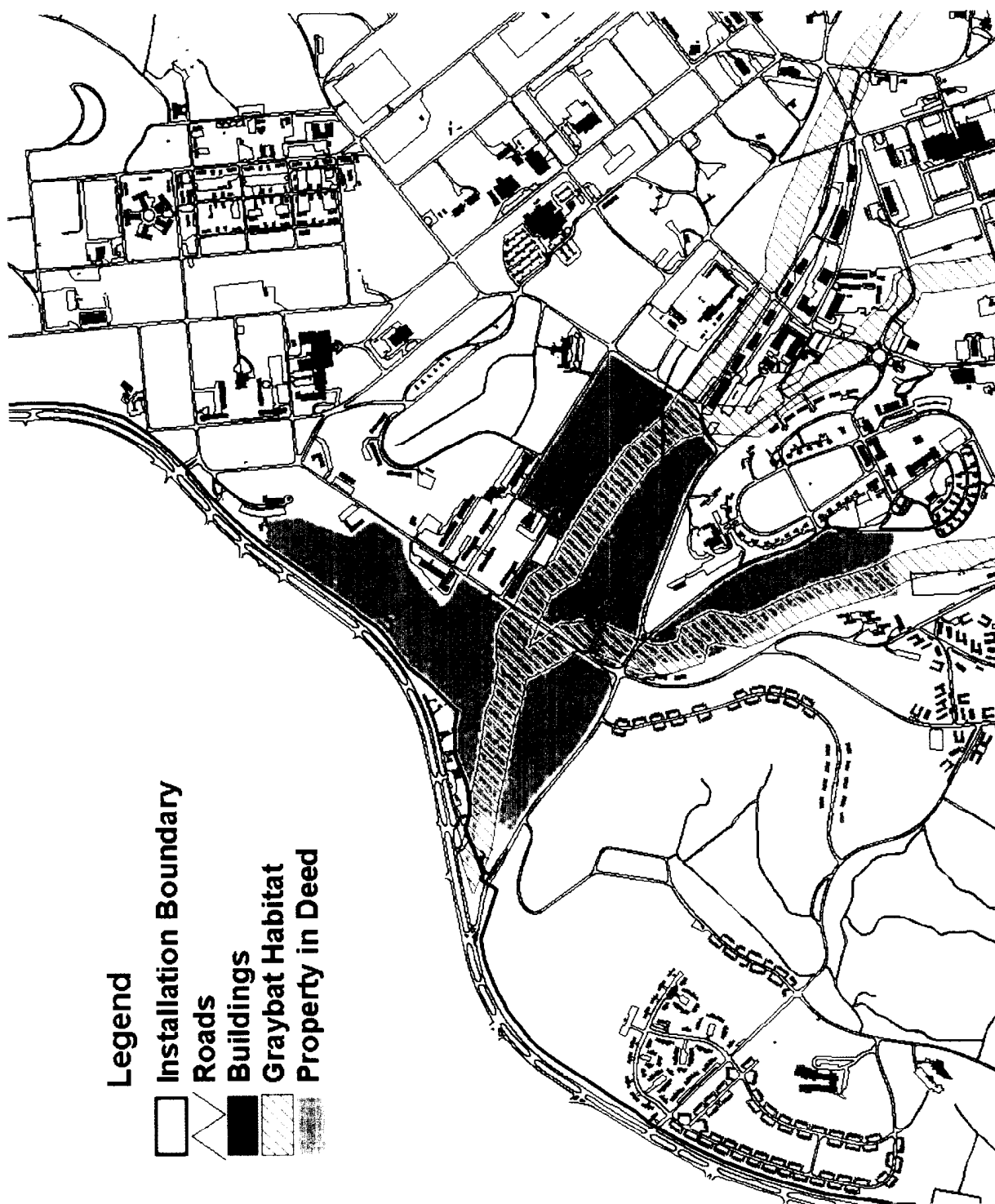
FACILITIES BEING CONVEYED

[illegible]

\*Buildings: Total Square Footage of Buildings = 17,800 square feet



# Exhibit B



ORIGINAL

**EDC DEED NO. 10**

**TO**

**JOINT POWERS AUTHORITY**