

ORIGINAL

DEED 3037 819
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Arthur C. Murray
Judge of Probate
Calhoun County, Alabama

EDC DEED NO. 11

TO

JOINT POWERS AUTHORITY

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

ORIGINAL

DEED 3037 820

STATE OF ALABAMA)

COUNTY OF CALHOUN)

QUITCLAIM DEED NO. 11
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, 63 Stat. 377 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 Economic Development Conveyance (hereinafter referred to as "EDC") 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 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, 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 82,848 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 28.46 acres as described below:

The following parcels on which tennis courts are located (Parcels 4, 6, 8 & 9):

Legal Description

PARCEL 4

BOUNDARY DESCRIPTION

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 21, 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 **S 89°12'06" E** along the south line of said section, for a distance of **2717.77** feet; thence leaving said south line, run **N 00°47'54" W** for a distance of **3030.65** feet to the easterly boundary line of a proposed 80 foot right-of-way and the **POINT OF BEGINNING**; thence run **N 04°10'13" W** along said right-of-way, for a distance of **362.96** feet to the southerly boundary line of a proposed 50 foot right-of-way; thence run **N 85°55'05" E** along said right-of-way, for a distance of **505.37** feet; thence leaving said right-of-way, run **S 02°19'05" E** for a distance of **196.75** feet to the Point of Curvature of a curve to the right, having a radius of **20.00** feet, a central angle of **86°16'42"**, a chord length of **27.35** feet and a chord bearing of **S 40°49'16" W**; thence continue along the arc of said curve for a distance of **30.12** feet to the Point of Tangency of said curve; thence run **S 83°57'37" W** for a distance of **246.20** feet; thence run **S 05°47'32" E** for a distance of **62.53** feet to the Point of Curvature of a curve to the right, having a radius of **10.00** feet, a central angle of **89°42'23"**, a chord length of **14.11** feet and a chord bearing of **S 39°03'39" W**; thence continue along the arc of said curve for a distance of **15.66** feet to the Point of Tangency of said curve; thence run **S 83°54'51" W** for a distance of **209.65** feet; thence run **S 06°06'57" E** for a distance of **50.58** feet to the Point of Curvature of a curve to the right, having a radius of **7.56** feet, a central angle of **91°56'44"**, a chord length of **10.87** feet and a chord bearing of **S 39°51'25" W**; thence continue along the arc of said curve for a distance of **12.13** feet to the Point of Tangency of said curve; thence run **S 85°49'47" W** for a distance of **10.34** feet to the **POINT OF BEGINNING**; said described tract containing 130,273 Square Feet, (2.99 Acres) more or less.

PARCEL 6

BOUNDARY DESCRIPTION

A parcel of land situated in 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 Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run **S 89°12'06" E** 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, continue **S 89°12'06" E** along the projection of said last course, for a distance of **2211.84** feet; thence run **N 00°47'54" E** for a distance of **6874.42** feet to the **POINT OF BEGINNING**; said point being on the easterly boundary line of a proposed 50 foot right-of-way; said point also being the Point of Curvature of a curve to the left, having a radius

of **170.00** feet, a central angle of **20°28'43"**; a chord length of **60.44** feet and a chord bearing of **N 13°55'11" E**; thence continue along the arc of said curve and said right-of-way line, for a distance of **60.76** feet to the Point of Tangency of said curve; thence run **N 03°40'50" E** along said right-of-way line, for a distance of **120.99** feet to the Point of Curvature of a curve to the right, having a radius of **250.00** feet, a central angle of **23°07'43"**; a chord length of **100.23** feet and a chord bearing of **N 15°14'41" E**; thence continue along the arc of said curve and said right-of-way line, for a distance of **100.92** feet to the Point of Tangency of said curve; thence run **N 26°48'33" E** along said right-of-way line, for a distance of **260.44** feet to the westerly boundary line of a proposed 60 foot right-of-way; thence run **S 38°20'14" E** along said right-of-way line, for a distance of **482.54** feet to the northerly boundary line of a proposed 50 foot right-of-way; thence run **S 52°00'46" W** along said right-of-way line, for a distance of **207.10** feet to the Point of Curvature of a curve to the right, having a radius of **100.00** feet, a central angle of **42°28'40"**; a chord length of **72.45** feet and a chord bearing of **S 73°15'05" W**; thence continue along the arc of said curve and said right-of-way line, for a distance of **74.14** feet to the Point of Tangency of said curve; thence run **N 85°30'35" W** along said right-of-way line, for a distance of **233.56** feet to the **POINT OF BEGINNING**; said described tract containing 141,419 Square Feet, (3.25 Acres) more or less.

PARCEL 8
BOUNDARY DESCRIPTION

A parcel of land situated in the Northwest Quarter of the Southeast 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 **S 89°12'06" E** 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, continue **S 89°12'06" E** along the projection of said last course, for a distance of **3005.84** feet; thence run **N 00°47'54" E** for a distance of **2355.62** feet to the **POINT OF BEGINNING**; thence run **N 65°07'24" W** for a distance of **138.29** feet; thence run **N 24°13'11" E** for a distance of **149.25** feet; thence run **S 65°07'24" E** for a distance of **138.29** feet; thence run **S 24°13'11" W** for a distance of **149.25** feet; to the **POINT OF BEGINNING**; said described tract containing 20,639 Square Feet, (0.47 Acres) more or less.

PARCEL 9
BOUNDARY DESCRIPTION

A parcel of land situated in the Northeast Quarter of the Southeast 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 **S 89°12'06" E** 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, continue **S 89°12'06" E** along the projection of said last course, for a distance of **4909.73** feet; thence run **N 00°26'30" E** for a distance of **1934.03** feet to the northeasterly boundary line of a proposed 50 foot right-of-way and the **POINT OF BEGINNING**; thence run **N 52°37'59" W** along said right-of-way, for a distance of **318.52** feet; thence run **N 45°29'40" E** for a distance of **231.38** feet; thence run **S 43°42'50" E** for a distance of **341.37** feet to the northerly boundary line of a proposed 50 foot right-of-way; thence run **S 53°38'45" W** along said right-of-way, for a distance of **183.49** feet to the **POINT OF BEGINNING**; said described tract containing 67,542 Square Feet (1.55 Acres) more or less.

Also the following parcel on which the Transition Force is located (Facilities No. 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 215W, 217, 218, 219, 220, 221, 222, 223, 224):

LEGAL DESCRIPTION

Parcel 12

BOUNDARY DESCRIPTION

(NOTE: This is the same tract identified as Out Parcel 18, in a deed to the Grantee dated December 1, 2000 and recorded in Book 3002, Page 369, Probate Court, Calhoun County, Alabama)

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

Commence at the aforementioned point "C"; thence runs **S71°54'33" W** for a distance of **50.00** feet to the westerly boundary line of a proposed 50 foot right-of-way; thence run **N18°05'27"W** along said right-of-way line, for a distance of **103.32** feet to the southerly boundary line of a proposed 50 foot right-of-way; thence run **N48°25'20"W** along said right-of-way, for a distance of **893.72** feet to the **POINT OF BEGINNING**; thence leaving said right-of-way line, run **S41°58'40"W** for a distance of **630.37** feet; thence run **N52°16'41"W** for a distance of **963.08** feet; thence run **N39°22'07"E** for a distance of **695.63** feet to the southerly boundary line of a proposed 50 foot right-of-way; thence run **S48°25'20"E** along said right-of-way line, for a distance **992.12** feet to the **POINT OF BEGINNING**; said described tract containing 647,528 Square Feet, (14.87 Acres) more or less.

RESERVING HOWEVER, unto the Grantor without compensation to the Grantee, the continued use and occupancy of the land and building located on Parcel 12 for use of its officers, agents, employees, contractors and subcontractors, until caretaker, environmental remediation, ordnance and explosives removal and other clean-up of Fort McClellan is complete. This reservation shall terminate with the earlier of the completion of the clean up of Fort McClellan or the filing in the local land records by the representative of the United States of a notice of termination. During the reservation period, the Grantor shall pay the cost of all utilities together with any costs for operation and maintenance of the reserved facilities. The Grantee shall be under no obligation as to

the cost of utilities, operation or maintenance of the reserved facilities during the reservation period. The Grantor's obligation for utilities, operation and maintenance of the reserved facilities shall terminate with the termination of the reservation.

Also the following parcel on which the JIC (Building No. 2203) is located:

LEGAL DESCRIPTION

Parcel 13

BOUNDARY DESCRIPTION

(NOTE: This is the same tract identified as Out Parcel 20 in deed dated December 1, 2000, to the Grantee and recorded in Book 3002, Page 369, Probate Court, Calhoun County, AL)

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

Commence at the aforementioned point "D"; thence run **N57°08'35"W** for a distance of **40.00** feet to the westerly boundary line of a proposed 40 foot right-of-way; thence run **S33°12'55"W** along said right-of-way, for a distance of **133.71** feet to the **POINT OF BEGINNING**; thence continue **S33°12'55"W** along said right-of-way line for a distance of **218.89** feet to the Point of Curvature of a curve to the right, having a radius of **10.00** feet a central angle of **90°43'05"**, a chord length of **14.23** feet and a chord bearing of **S78°34'28"W**; thence continue along the arc of said curve and said right-of-way line, for a distance of **15.83** feet to the Point of Tangency of said curve; thence run **N56°03'59"W** along said right-of-way line, for a distance of **235.86** feet; thence leaving said right-of-way line, run **N33°23'19"E** for a distance of **229.17** feet; thence run **S56°01'46"E** for a distance of **245.29** feet to the **POINT OF BEGINNING**; said described tract containing **56,249** Square Feet, (1.29 Acres) more or less

RESERVING HOWEVER, unto the Grantor without compensation to the Grantee, the continued use and occupancy of the land and building located on Parcel 13 for use of its officers, agents, employees, agencies, contractors and subcontractors, until Chemical Demilitarization at Anniston Army Depot is complete and the Environmental Protection Agency and Alabama Department of Environmental Management has approved the closing of the chemical Demilitarization Site at Anniston Army Depot. This reservation shall terminate with the earlier of the completion of chemical demilitarization process or the filing in the local land records by the representative of the United States of a notice of termination with the concurrence of the Adjutant General of the State of Alabama. During the reservation period, the Grantor shall pay the cost of all utilities together with any costs for operation and maintenance of the reserved facilities. The Grantee shall be under no obligation as to the cost of utilities, operation or maintenance of the reserved facilities during the reservation period. The Grantor's obligation for utilities, operation and maintenance of the reserved facilities shall terminate with the termination of the reservation.

Also the following parcel on which the Emergency Operations Center and Range Management office (Building No. 1120) is located:

LEGAL DESCRIPTION

Parcel 14

BOUNDARY DESCRIPTION

(Note: This is a part of a tract identified as Out Parcel 21, in a deed to the Grantee, dated May 6, 2002 and recorded in Book 3020, Page 196, Probate Court, Calhoun County, Alabama)

A parcel of land situated in Northeast 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 **S89°12'06"E**, along the south line of said section, for a distance of **5,316.45** feet to a brass disk found at the Southwest corner of Section 22; thence, leaving said south line, continue **S89°12'06"E**, along a projection of last said course, for a distance of **3,005.84** feet; thence run **N00°47'54"E** for a distance of **4,292.09** feet; thence run **S89°12'06"E** for a distance of **501.96** feet to the **POINT OF BEGINNING**; thence run **N40°32'08"E** for a distance of **47.73** feet; thence runs **S69°34'53"E** for a distance of **127.67** feet; thence run **S86°37'22"E** for a distance of **476.84** feet; thence **S07°03'21"W** for a distance of **521.62** feet; thence run **S52°48'18"W** for a distance of **131.77** feet; thence run **N36°44'00"W** for a distance of **359.57** feet; thence run **N58°39'35"E** for a distance of **10.55** feet; thence run **N36°29'54"W** for a distance of **422.99** feet to the **POINT OF BEGINNING**; said described tract containing 217,841 Square Feet (5.00 Acres) more or less.

Less and except from the above description, the following tract (Credit Union tract)

A parcel of land located in the Southeast quarter of the Northeast quarter of Section 22, Township 15 South, Range 8 East, Calhoun County, Alabama, being more particularly described as follows:

Beginning at the centerline intersection of McArthur Avenue and 22nd Street, said point being 1170 feet, more or less, South of and 1185 feet more or less, West of the North and East line of Section 22, Township 15 South, Range 8 East, said point a plane coordinate position, **NORTH 1168326.56 FEET** and **EAST 515714.80 FEET**, base on Transverse Mercator Projection, Alabama East Zone, NAD '27; thence **N56°40'E** along the centerline of 22nd Street, a distance of **131.77** feet to an iron pin; thence **N33°40'W**, a distance of **359.56** feet to an iron pin; thence **S56°40'W**, a distance of **126.78** feet to an iron pin in the center of McArthur Avenue; thence **S32°52'E** along said centerline, a distance of **359.58** feet to the **POINT OF BEGINNING** of the above described parcel. Said Parcel contains 1.07 Acres more or less, LESS AND EXCEPT, Road Right of Ways, of approximately 0.11 Acres and containing a net acreage of 4.04 Acres.

RESERVING HOWEVER, unto the Grantor without compensation to the Grantee, the continued use and occupancy of the land and building located on Parcel 14 for use of its officers, agents, employees, agencies, contractors and subcontractors, until Chemical Demilitarization at Anniston Army Depot is complete and the Environmental Protection Agency and Alabama Department of Environmental Management has approved the closing of the Chemical Demilitarization Site at Anniston Army Depot. This reservation shall terminate with the earlier of the completion of chemical demilitarization process or the filing in the local land records by the representative of the United States of a notice of termination with the concurrence of the Adjutant General of the State of Alabama. During the reservation period, the Grantor shall pay the cost of all utilities together with any costs for operation and maintenance of the reserved facilities. The Grantee shall be under no obligation as to the cost of utilities, operation or maintenance of the reserved facilities during the reservation period. The Grantor's obligation for utilities, operation and maintenance of the reserved facilities shall terminate with the termination of the reservation.

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 easements:

The continued use and occupancy by the grantee of Tracts 12, 13 and 14 as described above at the end of the legal descriptions of Tracts 12, 13 and 14 and as provided in Article 1.05 of the MOA.

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 APPLICABLE TO PARCEL 12

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, 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 APPLICABLE TO PARCELS 4, 6, 8, 9, 13 AND 14

A. Notice. As to that portion of the Property identified on Exhibit "A", 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 Findings of Suitability to Transfer (FOSTS), copies of which have been provided to the Grantee, the Property as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of.

B. Covenants

(1) The Grantor covenants and warrants to the Grantee and its successors in interest that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products contamination existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

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

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. 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 Facilities 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 POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES AND COVENANT TO REMOVE 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 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.

(2) OE has been found on adjacent property. The Grantor intends to investigate the adjacent property. The investigation may have an impact on the Property through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any structure which is being demolished using explosives) that intersect the Property. Due to the use of exclusion zones, temporary notices and restrictions may be issued to protect public safety, human health and the environment. These temporary restrictions and notices may include but are not limited to, the removal of UXO on the adjacent property, temporary evacuation, limited closure of facilities and environmental cleanup. In the unlikely event that evacuation is required, all action will be carried out as expeditiously as possible to minimize inconveniences to the Property owner. Upon completion of all OE work within the exclusion zones all temporary notices and restrictions shall no longer be applicable.

(3) To this end, and except in the case of emergencies, which may include the unanticipated discovery of undetonated OE, evacuations hereunder will be no longer than twelve (12) hours in duration or as otherwise agreed to between the Grantor and Grantee and will be coordinated, to the maximum extent possible, with the Grantee, its successors or assigns, at least ten (10) days in advance unless otherwise agreed to by the Grantor and Grantee. Except as specifically provided below, Subsection 3.E.(2) and 3.E.(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 3.E.(2) and 3.E.(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. The executed 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; shall run with the land; are forever enforceable, except that Subsections 3.E.(2) and 3.E.(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.

F. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT:

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

(2) The buildings and structures identified in Exhibit "C" have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the EBS and referenced asbestos surveys. The Grantor has agreed to convey said buildings and structures to the Grantee prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee, its successors or assigns, will, prior to use or occupancy of said buildings or structures, remediate such friable asbestos or demolish said buildings or structures, or the portions thereof containing friable asbestos, and dispose of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings or structures, the Grantee, its successors or assigns, specifically agree to undertake any and all notice posting, abatement or remediation that may be required under any law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection.

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

(4) Unprotected or unregulated exposures to asbestos in product manufacturing and building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

(5) The Grantee acknowledges that it had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect or to be fully informed as 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) These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds that transfer property upon which asbestos or ACM 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.

4. 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.

5. 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.

6. 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 13th day of August, 2003.

UNITED STATES OF AMERICA

By: Joseph W. Whitaker
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing), OASA (I&E)

Signed, Sealed and Delivered

In the Presence of:

Witness:

Witness: Beverly A. Raudenbush

[illegible]

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, August, 2003, and
acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper
Notary Public



The terms and conditions of this Quitclaim Deed No. 11 are hereby accepted this 23rd 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: James A. Dunn

Title: Chairman

Date: July 23rd 2003

In the presence of:

Witness: Sam W. Cocker

Witness: Scotty Beatty

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 23rd day of July, 2003, do hereby certify that this day personally appeared before me in the State of Alabama, County of Calhoun, 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 July, 23, 2003, and acknowledged the same for and on behalf of the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority..

James T. Howard
Notary Public

MY COMMISSION EXPIRES: 07/23/2003



EXHIBIT "A"
FACILITIES BEING CONVEYED

Parcel No.	Facility No.	Area/Other Meas.	Type Space	Year Built
4	3215	2	Court Area	1954
4	3216	1	Court Area	1965
6	285	2	Court Area	1942
8	1703	1	Court Area	1977
9	1706	3	Court Area	1978
12	201	516*	Engineering/Housing Maintenance	1966
12	202	12,000*	Storage Group Installation	1957
12	203		Load/Unload Dock/Ramp	1957
12	204	292*	Dispatch Building	1954
12	205	2,400*	Storage Shed General Purpose Installation	1957
12	206	400*	Admin General Purposes	1957
12	207	400*	Flammable Material Storage Installation	1957
12	208	6,150*	Vehicle Storage Shed Installation	1957
12	209		Grease Rack	1957
12	210		Wash Platform Organization	1957
12	211	1,200*	Entomology Facility	1960
12	212	600*	Engineering/Housing Maintenance	1958
12	213	1,728*	Storage Shed General Purpose Installation	1983
12	214	100*	Engineering/Housing Maintenance	1965
12	215	28,561*	Engineering/Housing Maintenance	1955
12	215W		Waste Pool Storage	
12	217	600*	Vehicle Storage Shed	1976
12	218	5,000*	Vehicle Storage Shed	1984
12	219	2,200*	Storage Shed General Purposes Installation	1976
12	220	1,840*	Vehicle Storage Shed	1984
12	221	960*	Vehicle Storage Shed	1984
12	222	528*	Vehicle Storage Shed	1981
12	223		Wash Platform Organization	1957
12	224	120*	Open Storage Installation	1987
13	2203	11,817*	General Purpose	1954
14	1120	5,436*	EOC	1941

*Total Square Footage Transferred in Deed 11: 82,848 Square Feet

EXHIBIT B

Legend

Roads

Buildings

Graybat Habitat

Property in Deed

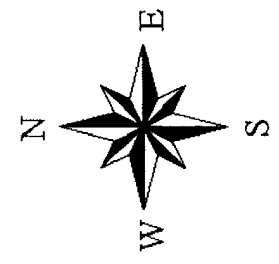
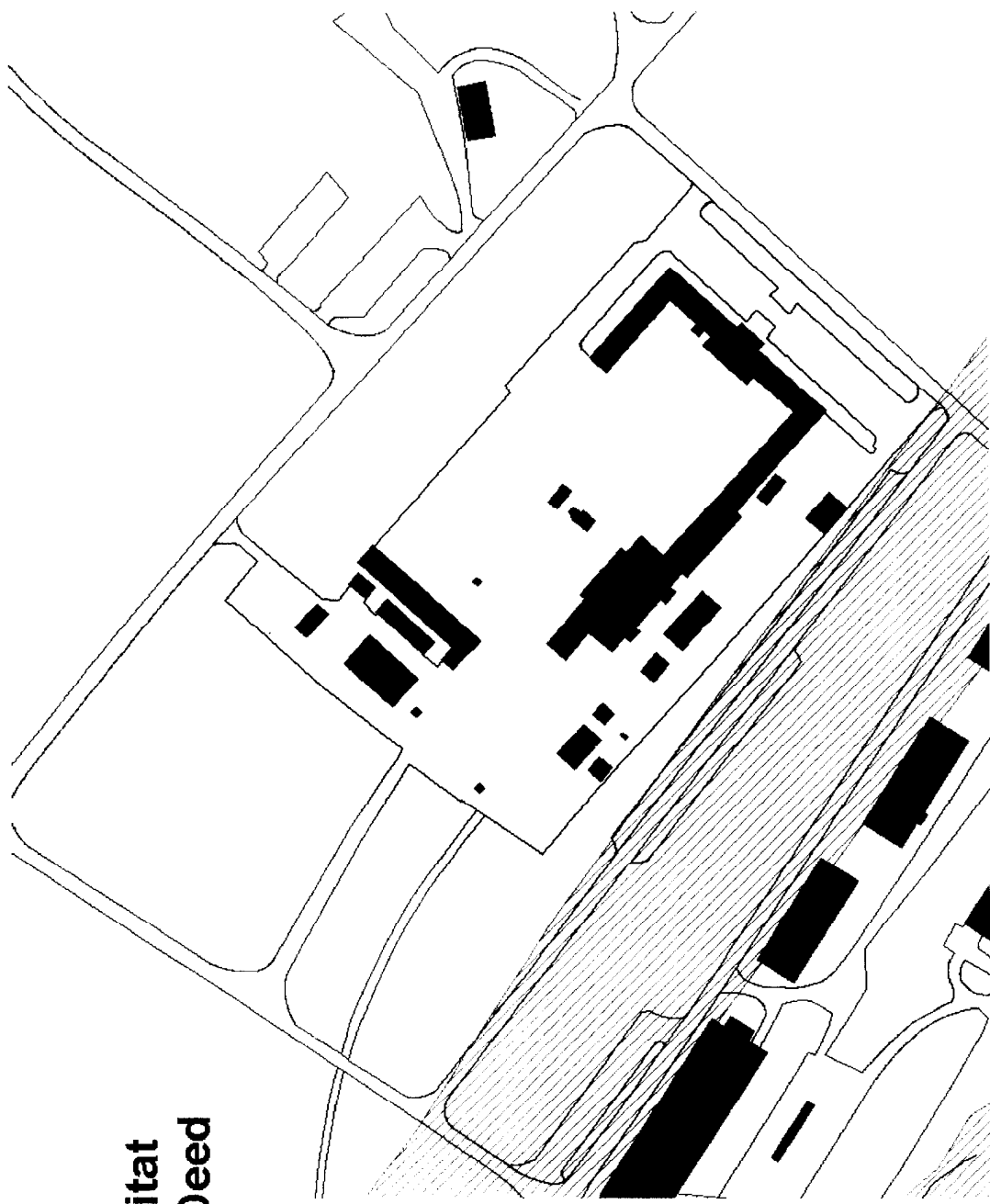


EXHIBIT "C"
BUILDINGS WITH ASBESTOS

Building 202

Building 204

Building 207

Building 211

Building 214

Building 215

Recording Fee	72.00
TOTAL	72.00