

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

DEED 3039 291  
Recorded In Above Book and Page  
10/01/2003 08:19:43 AM  
Arthur C. Murray  
Judge of Probate  
Calhoun County, Alabama

Recording Fee 312.00  
TOTAL 312.00

STATE OF ALABAMA )

COUNTY OF CALHOUN )

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

*Arthur C. Murray*  
Judge of Probate  
"TAX EXEMPT"

**EARLY TRANSFER  
QUITCLAIM DEED  
(Deed No. 13)  
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 pursuant to Section 120(h)(3)(c) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) as amended by Section 334 of the 1997 National Defense Authorization Act, 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 and CERCLA, 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; and

**WHEREAS**, Grantee has requested that the following described property be transferred prior to remediation.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that the Grantor, pursuant to BRAC and CERCLA, 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 110,938 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 4692.76 acres (Exhibit B) as described below:

#### **BOUNDARY DESCRIPTION**

##### **PARCEL 1**

A parcel of land situated in the West Half of Section 28, the East Half of Section 29, the Northeast Quarter of Section 32, and the Northwest Quarter of Section 33, all 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 Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 00° 41' 25" West for a distance of 310.01 feet to a 2 1/2" open top iron found and the **POINT OF BEGINNING**; thence run South 60° 14' 30" West, along the southern boundary line of Fort McClellan, for a distance of 2253.44 feet to a capped iron found; thence run North 33° 37' 49" West for a distance of 105.90 feet to a capped iron found; thence run North 26° 55' 02" West for a distance of 81.48 feet to a capped iron found; thence run North 20° 52' 38" West for a distance of 126.70 feet to a capped iron found; thence run North 08° 34' 50" West for a distance of 498.59 feet to the southerly right-of-way of the proposed Eastern Bypass (right-of-way varies); thence run North 45° 55' 02" East, along said right-of-way, for a distance of 391.19 feet; thence run North 80° 04' 02" East, along said right-of-way, for a distance of 400.02 feet; thence run South 88° 37' 31" East, along said right-of-way, for a distance of 152.97 feet; thence run North 80° 04' 04" East, along said right-of-way, for a distance of 250.00 feet; thence run North 71° 32' 11" East, along said right-of-way, for a distance of 202.24 feet; thence run North 80° 04' 04" East, along said right-of-way, for a distance of 112.07 feet; thence run North 79° 28' 16" East, along said right-of-way, for a distance of 432.11 feet; thence run South 68° 13' 39" East, along said right-of-way, for a distance of 968.48 feet to the western right-of-way line of said Bypass; thence run South 33° 03' 43" East, along said right-of-way, for a distance of 778.85 feet; thence run South 52° 46' 03" West, along said right-of-way, for a distance of 765.85 feet; thence run South 05° 54' 34" West, along said right-of-way, for a distance of 1023.54 feet; thence run South 55° 20' 49" East, along said right-of-way, for a distance of 656.22 feet; thence run South 59° 24' 12" East, along said right-of-way, for a distance of 1050.12 feet; thence run South 02° 45' 03" East, along said right-of-way, for a distance of 306.81 feet; thence run South 38° 23' 31" East, along said right-of-way, for a distance of 163.61 feet; thence run South 04° 35' 25" West, along said right-of-way, for a distance of 530.67 feet; thence run South 20° 26' 02" West, along said right-of-way, for a distance of 245.41 feet; thence run South 03° 40' 05" West, along said right-of-way, for a distance of 422.17 feet; thence run South 37° 36' 12" East, along said right-of-way, for a

distance of 325.00 feet; thence run South 57° 19' 56" East, along said right-of-way, for a distance of 270.62 feet; thence run South 28° 48' 41" East, along said right-of-way, for a distance of 617.91 feet; thence run South 08° 37' 24" East, along said right-of-way, for a distance of 730.64 feet; thence, leaving said right-of-way, run North 79° 03' 14" West for a distance of 2569.77 feet to the west boundary line of Fort McClellan; thence run North 01° 30' 12" West, along said west boundary line, for a distance of 348.26 feet to a 2 1/2" open top iron found; thence run North 82° 49' 31" West, along the southern boundary line of Fort McClellan, for a distance of 849.27 feet to a 2 1/2" open top iron found; thence run North 42° 06' 38" West, along the westerly boundary line of Fort McClellan, for a distance of 2148.96 feet to a 2 1/2" open top iron found; thence run North 03° 20' 21" West, along said westerly line, for a distance of 798.14 feet to a 2 1/2" open top iron found; thence run North 17° 13' 45" East, along said westerly line, for a distance of 1598.39 feet to a 2 1/2" open top iron found; thence run South 64° 49' 13" East, along the northerly boundary line of Fort McClellan, for a distance of 2082.76 feet to a 2 1/2" open top iron found; thence run North 00° 36' 23" East, along the westerly boundary line of Fort McClellan, for a distance of 2513.12 feet to the **POINT OF BEGINNING**; said described tract containing 16,179,309 Square Feet (371.43 Acres) more or less.

## **BOUNDARY DESCRIPTION PARCEL 2**

A parcel of land situated in the Southeast Quarter of Section 20, 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 North 00° 08' 20" West, along the west boundary line of said Section, for a distance of 456.54 feet; thence, leaving said west line, run South 89° 51' 40" West for a distance of 623.90 feet to the north right-of-way of the proposed Eastern Bypass (right-of-way varies) and the **POINT OF BEGINNING**; thence run South 71° 09' 28" West, along said right-of-way, for a distance of 399.61 feet; thence run North 82° 07' 13" West, along said right-of-way, for a distance of 210.07 feet; thence run South 82° 21' 26" West, along said right-of-way, for a distance of 500.40 feet; thence run South 53° 30' 06" West, along said right-of-way, for a distance of 223.60 feet; thence run North 66° 33' 14" West, along said right-of-way, for a distance of 718.52 feet; thence run North 67° 55' 27" West, along said right-of-way, for a distance of 260.58 feet to a capped iron found; thence, leaving said right-of-way, run North 17° 29' 35" West for a distance of 149.59 feet to a capped iron found; thence run North 89° 51' 02" East for a distance of 252.19 feet to a capped iron found; thence run North 16° 13' 49" East for a distance of 1015.08 feet to a capped iron found; thence run North 73° 48' 17" West for a distance of 426.57 feet to a capped iron found at the easterly right-of-way line of Anniston-Jacksonville Highway (right-of-way varies); thence run North 16° 12' 29" East, along said right-of-way, for a distance of 146.88 feet to the southerly right-of-way line of the proposed Eastern Bypass (right-of-way varies); thence, leaving said easterly right-of-way, run South 73° 46' 56" East, along said southerly right-of-way, for a distance of 425.21 feet; thence run South 55° 28' 18" East, along said right-of-way, for a distance of 403.48 feet; thence run South 45° 41' 49" East, along said right-of-way, for a distance of 1300.00 feet; thence run South 60° 47' 01" East, along said right-of-way, for a distance of 423.16 feet to the **POINT OF BEGINNING**; said described tract containing 1,678,545 Square Feet (38.53 Acres) more or less.

## **BOUNDARY DESCRIPTION PARCEL 3**

A parcel of land situated in the Southeast Quarter of Section 20, 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 North 00° 08' 20" West, along the west boundary line of said Section, for a distance of 758.59 feet; thence, leaving said west line, run North 66° 05' 06" West for a distance of 294.41 feet to the north right-of-way of the proposed Eastern Bypass (right-of-way varies) and the **POINT OF BEGINNING**; thence run South 49° 39' 34" West, along said right-of-way, for a distance of 148.16 feet; thence run North 82° 32' 38" West, along said right-of-way, for a distance of 241.98 feet; thence run North 46° 26' 25" West, along said right-of-way, for a distance of 1797.72 feet; thence run North 71° 44' 41" West, along said right-of-way, for a distance of 672.14 feet to the easterly right-of-way line of Anniston-Jacksonville Highway (right-of-way varies); thence, leaving said north right-of-way, run North 16° 12' 29" East, along said easterly right-of-way, for a distance of 223.74 feet; thence run South 78° 15' 35" East, along said right-of-way, for a distance of 12.54 feet; thence run North 16° 18' 21" East, along said right-of-way, for a distance of 280.86 feet; thence, leaving said right-of-way, run South 67° 18' 08" East for a distance of 787.89 feet; thence run South 41° 46' 08" East for a distance of 1317.47 feet; thence run South 00° 12' 19" East for a distance of 390.68 feet; thence run South 44° 35' 53" East for a distance of 264.79 feet; thence run North 85° 19' 04" East for a distance of 146.26 feet; thence run South 86° 23' 14" East for a distance of 203.15 feet to the **POINT OF BEGINNING**; said described tract containing 941,536 Square Feet (21.61 Acres) more or less.

#### **BOUNDARY DESCRIPTION PARCEL 4**

A parcel of land situated in the Southeast Quarter of Section 20, and the Southwest Quarter 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 Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run North 00° 08' 20" West, along the west boundary line of said Section, for a distance of 758.59 feet; thence, leaving said west line, run North 35° 09' 52" East for a distance of 153.83 feet to the south right-of-way line of the proposed road (right-of-way width 100 feet) and the **POINT OF BEGINNING**; thence run North 42° 24' 10" East, along said right-of-way, for a distance of 97.65 feet to the Point of Curvature of a curve to the right, having a radius of 530.00 feet, a central angle of 32° 40' 04", a chord length of 298.11 feet and a chord bearing of North 58° 44' 13" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 302.19 feet to the Point of Tangency of said curve; thence run North 75° 04' 15" East, along said right-of-way, for a distance of 489.17 feet to the Point of Curvature of a curve to the left, having a radius of 970.00 feet, a central angle of 20° 38' 01", a chord length of 347.44 feet and a chord bearing of North 64° 45' 14" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 349.32 feet to the Point of Tangency of said curve; thence run North 54° 26' 14" East, along said right-of-way, for a distance of 1479.97 feet to the Point of Curvature of a curve to the right, having a radius of 1080.00 feet, a central angle of 08° 56' 41", a chord length of 168.43 feet and a chord bearing of North 58° 54' 34" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 168.60 feet to the Point of Tangency of said curve and the westerly right-of-way line of the proposed Eastern Bypass (right-of-way varies); thence, leaving said south right-of-way, run South 05° 57' 03" East, along said westerly right-of-way, for a distance of 275.01 feet; thence run South 22° 52' 45" West, along said right-of-way, for a distance of 573.42 feet; thence run South 30° 07' 21" West, along said right-of-way, for a distance of 809.68 feet; thence run South 26° 19' 37" West, along said right-of-way, for a

distance of 451.78 feet; thence run South 44° 49' 26" West, along said right-of-way, for a distance of 600.09 feet; thence run South 78° 28' 25" West, along said right-of-way, for a distance of 163.56 feet; thence run North 76° 11' 21" West, along said right-of-way, for a distance of 509.11 feet; thence run North 56° 34' 20" West, along said right-of-way, for a distance of 356.86 feet; thence run South 77° 42' 58" West, along said right-of-way, for a distance of 272.38 feet; thence run North 76° 11' 21" West, along said right-of-way, for a distance of 111.76 feet; thence run North 56° 12' 44" West, along said right-of-way, for a distance of 327.99 feet; thence run North 56° 45' 01" East, along said right-of-way, for a distance of 386.42 feet; thence run North 44° 18' 11" East, along said right-of-way, for a distance of 200.00 feet; thence run North 45° 41' 48" West for a distance of 132.32 feet to the **POINT OF BEGINNING**; said described tract containing 2,715,272 Square Feet (62.33 Acres) more or less.

#### **BOUNDARY DESCRIPTION PARCEL 5**

A parcel of land situated in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 16, and the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 21, all being 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 Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run North 00° 08' 20" West, along the west boundary line of said Section, for a distance of 4579.52 feet; thence, leaving said west line, run North 89° 51' 40" East for a distance of 3053.31 feet; thence run North 00° 00' 00" East for a distance of 839.95 feet to the **POINT OF BEGINNING**; thence run South 34° 30' 04" West for a distance of 883.07 feet; thence run North 85° 32' 16" West for a distance of 168.70 feet; thence run North 59° 00' 03" West for a distance of 121.11 feet; thence run North 38° 03' 12" West for a distance of 193.67 feet; thence run North 33° 09' 00" West for a distance of 202.30 feet; thence run North 12° 51' 20" West for a distance of 196.14 feet; thence run North 08° 10' 47" East for a distance of 161.98 feet; thence run South 81° 22' 58" East for a distance of 265.67 feet to the Point of Curvature of a curve to the left, having a radius of 445.85 feet, a central angle of 25° 56' 51", a chord length of 200.19 feet and a chord bearing of North 85° 38' 37" East; thence continue along the arc of said curve for a distance of 201.91 feet to the Point of Curvature of a curve to the left, having a radius of 616.96 feet, a central angle of 16° 41' 19", a chord length of 179.07 feet and a chord bearing of North 64° 19' 32" East; thence continue along the arc of said curve for a distance of 179.70 feet thence run North 45° 00' 55" East for a distance of 39.49 feet; thence run North 70° 39' 19" East for a distance of 113.73 feet; thence run South 62° 05' 38" East for a distance of 298.60 feet to the **POINT OF BEGINNING**; said described tract containing 533,227 Square Feet, ( 12.24 Acres ) more or less.

#### **BOUNDARY DESCRIPTION PARCEL 6**

A parcel of land situated in Section 14, the South Half of Section 21, the South Half of Section 22, sec23, Section 26, Section 27, Section 28, the Northeast Quarter of Section 33, Section 34, and Section 35, all 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 Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East along the south line of said section, for a distance of 2717.77 feet; thence leaving said south line, run North 00° 47' 54" East for a distance of 1728.84 feet; thence run South 89° 12' 06" East for a distance of 233.52 feet to the **POINT OF BEGINNING**; thence run North 74° 22' 51" East for

a distance of 492.71 feet; thence run South 15° 37' 08" East for a distance of 251.43 feet; thence run North 74° 22' 52" East for a distance of 474.37 feet; thence run North 16° 05' 26" West for a distance of 251.44 feet; thence run North 74° 22' 39" East for a distance of 859.94 feet; thence run North 16° 40' 38" West for a distance of 10.00 feet; thence run North 74° 20' 52" East for a distance of 358.08 feet; thence run South 15° 29' 19" East for a distance of 10.90 feet; thence run South 28° 25' 23" East for a distance of 279.01 feet; thence run South 21° 26' 38" East for a distance of 213.82 feet; thence run North 54° 11' 13" East for a distance of 213.41 feet; thence run South 36° 19' 00" East for a distance of 582.22 feet; thence run South 61° 00' 03" West for a distance of 19.08 feet; thence run South 54° 02' 33" West for a distance of 41.09 feet; thence run South 05° 41' 03" West for a distance of 114.19 feet; thence run North 60° 01' 27" East for a distance of 123.60 feet; thence run North 26° 09' 24" East for a distance of 53.60 feet; thence run South 88° 35' 13" East for a distance of 162.17 feet; thence run South 04° 46' 51" West for a distance of 207.72 feet; thence run South 86° 06' 30" East for a distance of 110.51 feet; thence run South 01° 51' 58" West for a distance of 305.16 feet; thence run North 80° 28' 36" West for a distance of 299.19 feet; thence run South 03° 10' 30" West for a distance of 135.44 feet; thence run South 84° 32' 18" East for a distance of 496.44 feet; thence run South 10° 26' 49" West for a distance of 125.46 feet; thence run South 80° 40' 15" East for a distance of 1295.44 feet; thence run North 38° 31' 49" East for a distance of 547.92 feet; thence run South 73° 17' 58" West for a distance of 255.33 feet; thence run North 10° 41' 19" West for a distance of 435.05 feet; thence run North 22° 04' 33" West for a distance of 302.83 feet; thence run North 43° 32' 33" West for a distance of 69.50 feet; thence run North 53° 42' 43" East for a distance of 50.48 feet; thence run North 00° 29' 38" West for a distance of 87.00 feet; thence run South 77° 17' 30" West for a distance of 90.91 feet; thence run North 12° 13' 47" East for a distance of 222.17 feet; thence run North 67° 36' 41" West for a distance of 409.90 feet; thence run North 09° 15' 02" West for a distance of 456.06 feet; thence run North 05° 55' 12" West for a distance of 22.23 feet; thence run South 67° 01' 55" East for a distance of 753.24 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 264.15 feet, a central angle of 48° 01' 43", a chord length of 215.00 feet and a chord bearing of North 88° 57' 19" East; thence continue along the arc of said curve for a distance of 221.42 feet to the Point of Tangency of said curve; thence run North 64° 56' 06" East for a distance of 30.24 feet; thence run South 30° 49' 03" East for a distance of 450.39 feet; thence run South 50° 45' 27" West for a distance of 109.33 feet; thence run South 54° 15' 24" West for a distance of 83.15 feet; thence run North 39° 15' 23" West for a distance of 175.31 feet; thence run North 21° 50' 29" West for a distance of 266.78 feet; thence run North 08° 51' 35" East for a distance of 52.75 feet; thence run North 64° 41' 52" East for a distance of 105.66 feet; thence run North 24° 35' 55" West for a distance of 6.77 feet; thence run South 66° 48' 04" West for a distance of 82.92 feet; thence run North 88° 46' 50" West for a distance of 109.11 feet; thence run South 40° 59' 08" East for a distance of 92.38 feet; thence run South 20° 16' 47" East for a distance of 203.22 feet; thence run South 10° 23' 20" West for a distance of 42.94 feet; thence run South 68° 21' 20" West for a distance of 8.47 feet; thence run South 39° 48' 20" East for a distance of 242.12 feet; thence run South 09° 27' 23" East for a distance of 196.29 feet; thence run South 02° 03' 23" West for a distance of 515.58 feet; thence run North 38° 16' 14" East for a distance of 466.10 feet; thence run North 86° 17' 38" East for a distance of 337.42 feet; thence run South 75° 57' 50" East for a distance of 252.93 feet; thence run South 76° 27' 41" East for a distance of 164.67 feet; thence run South 77° 32' 15" East for a distance of 398.61 feet; thence run North 36° 55' 04" East for a distance of 60.00 feet; thence run South 53° 05' 19" East for a distance of 1649.22 feet; thence run North 36° 41' 56" East for a distance of 928.57 feet; thence run North 15° 04' 11" East for a distance of 2198.06 feet; thence run North 01° 12' 50" East for a distance of 328.87 feet; thence run North 04° 31' 32" West for a distance of 222.81 feet; thence run North 14° 24' 07" West for a distance of 137.90 feet; thence run North 26° 41' 24" East for a distance of 93.14 feet; thence run North 10° 43' 03" West for a distance of 329.46 feet; thence run South 76° 48' 46" East for a distance of 61.12 feet to the Point of Curvature of a curve to the left, having a radius of 235.00 feet, a central angle of 54° 06' 43", a chord length of 213.79 feet and a chord bearing of North 76° 07' 52" East; thence continue along the arc of said curve for a distance of 221.94 feet to the Point of Tangency of said curve;

thence run North 49° 04' 31" East for a distance of 304.72 feet to the Point of Curvature of a curve to the left, having a radius of 95.00 feet, a central angle of 87° 55' 42", a chord length of 131.90 feet and a chord bearing of North 05° 06' 40" East; thence continue along the arc of said curve for a distance of 145.79 feet to the Point of Tangency of said curve; thence run North 38° 51' 11" West for a distance of 213.90 feet; thence run North 25° 41' 40" East for a distance of 153.35 feet; thence run North 18° 34' 59" East for a distance of 127.27 feet; thence run North 08° 08' 42" East for a distance of 289.53 feet; thence run North 32° 52' 13" East for a distance of 207.63 feet; thence run North 43° 20' 50" East for a distance of 386.60 feet; thence run North 28° 54' 49" West for a distance of 206.12 feet; thence run North 02° 29' 18" West for a distance of 232.35 feet; thence run North 33° 49' 42" East for a distance of 158.53 feet; thence run North 38° 45' 55" West for a distance of 749.53 feet; thence run South 52° 49' 48" West for a distance of 206.82 feet; thence run North 37° 03' 08" West for a distance of 672.35 feet; thence run South 79° 03' 40" West for a distance of 112.13 feet; thence run North 00° 37' 14" West for a distance of 796.66 feet; thence run South 59° 26' 22" West for a distance of 126.60 feet; thence run North 14° 53' 22" West for a distance of 464.14 feet to the Point of Curvature of a curve to the right, having a radius of 350.00 feet, a central angle of 54° 43' 19", a chord length of 321.72 feet and a chord bearing of North 12° 28' 17" East; thence continue along the arc of said curve for a distance of 334.28 feet to the Point of Tangency of said curve; thence run North 39° 49' 57" East for a distance of 435.67 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 640.00 feet, a central angle of 36° 48' 17", a chord length of 404.08 feet and a chord bearing of North 20° 24' 54" West; thence continue along the arc of said curve for a distance of 411.11 feet to the Point of Tangency of said curve; thence run North 38° 49' 03" West for a distance of 88.20 feet to the Point of Curvature of a curve to the right, having a radius of 300.00 feet, a central angle of 46° 28' 29", a chord length of 236.73 feet and a chord bearing of North 15° 34' 48" West; thence continue along the arc of said curve for a distance of 243.34 feet to the Point of Tangency of said curve; thence run North 01° 06' 27" East for a distance of 747.44 feet; thence run North 85° 45' 38" East for a distance of 85.34 feet; thence run North 89° 43' 15" East for a distance of 689.22 feet; thence run South 81° 57' 31" East for a distance of 170.98 feet; thence run South 57° 08' 48" East for a distance of 348.09 feet; thence run South 76° 05' 16" East for a distance of 150.70 feet; thence run South 68° 19' 23" East for a distance of 116.44 feet; thence run South 82° 04' 04" East for a distance of 153.09 feet; thence run South 87° 07' 40" East for a distance of 377.65 feet; thence run North 86° 25' 33" East for a distance of 376.95 feet; thence run South 83° 33' 23" East for a distance of 105.00 feet; thence run North 84° 17' 32" East for a distance of 553.96 feet; thence run South 05° 57' 26" East for a distance of 93.40 feet; thence run South 45° 27' 16" East for a distance of 44.72 feet; thence run South 45° 23' 01" East for a distance of 25.12 feet; thence run South 34° 57' 24" East for a distance of 69.46 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 331.59 feet, a central angle of 28° 20' 14", a chord length of 162.33 feet and a chord bearing of South 14° 45' 07" East; thence continue along the arc of said curve for a distance of 164.00 feet to the Point of Tangency of said curve; thence run South 00° 38' 14" East for a distance of 223.69 feet; thence run South 04° 13' 24" West for a distance of 97.08 feet; thence run South 04° 56' 06" West for a distance of 181.70 feet; thence run South 07° 23' 00" West for a distance of 91.54 feet; thence run South 08° 27' 12" West for a distance of 133.52 feet; thence run South 11° 36' 46" West for a distance of 117.45 feet; thence run South 11° 57' 48" West for a distance of 118.97 feet; thence run South 07° 44' 46" West for a distance of 122.69 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 321.38 feet, a central angle of 22° 33' 21", a chord length of 125.70 feet and a chord bearing of South 06° 16' 54" East; thence continue along the arc of said curve for a distance of 126.52 feet to the Point of Tangency of said curve; thence run South 18° 08' 03" East for a distance of 71.54 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 258.62 feet, a central angle of 25° 42' 28", a chord length of 115.07 feet and a chord bearing of South 01° 05' 15" East; thence continue along the arc of said curve for a distance of 116.04 feet to the Point of Tangency of said curve; thence run South 09° 19' 19" West for a distance of 72.94 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 153.18 feet, a central angle of 37° 17' 24", a chord length of 97.94 feet

and a chord bearing of South 27° 32' 38" West; thence continue along the arc of said curve for a distance of 99.69 feet to the Point of Tangency of said curve; thence run South 41° 06' 05" West for a distance of 90.51 feet; thence run South 32° 21' 12" West for a distance of 52.14 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 475.48 feet, a central angle of 22° 48' 18", a chord length of 188.01 feet and a chord bearing of South 13° 39' 04" West; thence continue along the arc of said curve for a distance of 189.25 feet to the Point of Tangency of said curve; thence run South 02° 51' 49" West for a distance of 316.74 feet; thence run North 00° 00' 00" East for a distance of 0.00 feet; thence run South 01° 52' 06" East for a distance of 60.49 feet; thence run South 08° 34' 25" East for a distance of 157.60 feet; thence run South 11° 15' 40" East for a distance of 153.76 feet; thence run South 18° 28' 30" East for a distance of 106.41 feet; thence run South 22° 21' 47" East for a distance of 135.20 feet; thence run South 27° 30' 51" East for a distance of 94.89 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 127.86 feet, a central angle of 37° 51' 50", a chord length of 82.97 feet and a chord bearing of South 11° 25' 35" East; thence continue along the arc of said curve for a distance of 84.50 feet to the Point of Tangency of said curve; thence run South 05° 31' 22" West for a distance of 152.40 feet; thence run South 01° 49' 57" West for a distance of 146.99 feet; thence run South 00° 13' 03" West for a distance of 159.03 feet; thence run South 05° 24' 23" West for a distance of 34.27 feet; thence run South 11° 35' 31" West for a distance of 77.95 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 285.61 feet, a central angle of 22° 26' 45", a chord length of 111.17 feet and a chord bearing of South 02° 23' 16" West; thence continue along the arc of said curve for a distance of 111.89 feet to the Point of Tangency of said curve; thence run South 12° 46' 44" East for a distance of 112.27 feet; thence run South 10° 37' 54" East for a distance of 93.91 feet; thence run South 06° 04' 51" East for a distance of 142.68 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 387.35 feet, a central angle of 19° 35' 40", a chord length of 131.82 feet and a chord bearing of South 07° 55' 08" East; thence continue along the arc of said curve for a distance of 132.47 feet to the Point of Tangency of said curve; thence run South 00° 43' 46" East for a distance of 64.10 feet; thence run South 00° 03' 27" West for a distance of 74.66 feet; thence run South 00° 03' 26" East for a distance of 257.92 feet; thence run South 00° 18' 16" West for a distance of 312.92 feet; thence run South 01° 31' 39" East for a distance of 60.18 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 396.64 feet, a central angle of 18° 46' 03", a chord length of 129.34 feet and a chord bearing of South 13° 49' 11" East; thence continue along the arc of said curve for a distance of 129.92 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 560.13 feet, a central angle of 10° 41' 24", a chord length of 104.36 feet and a chord bearing of South 24° 08' 57" East; thence continue along the arc of said curve for a distance of 104.51 feet to the Point of Tangency of said curve; thence run South 31° 08' 18" East for a distance of 96.81 feet; thence run South 29° 53' 44" East for a distance of 55.11 feet; thence run South 24° 28' 34" East for a distance of 43.89 feet; thence run South 19° 26' 37" East for a distance of 113.69 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 576.52 feet, a central angle of 23° 05' 21", a chord length of 230.76 feet and a chord bearing of North 79° 41' 10" East; thence continue along the arc of said curve for a distance of 232.33 feet to the Point of Tangency of said curve; thence run South 89° 45' 35" East for a distance of 366.94 feet; thence run South 89° 26' 01" East for a distance of 107.66 feet; thence run South 52° 47' 28" West for a distance of 50.34 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 662.92 feet, a central angle of 14° 04' 05", a chord length of 162.36 feet and a chord bearing of South 42° 00' 18" West; thence continue along the arc of said curve for a distance of 162.77 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 397.17 feet, a central angle of 24° 35' 54", a chord length of 169.21 feet and a chord bearing of South 20° 13' 50" West; thence continue along the arc of said curve for a distance of 170.51 feet to the Point of Tangency of said curve; thence run South 07° 57' 10" West for a distance of 92.30 feet; thence run South 06° 01' 30" West for a distance of 135.45 feet; thence run South 04° 33' 39" West for a distance of 121.26 feet; thence run South 03° 25' 03" West for a distance of 177.42 feet; thence run South 02° 37' 48" West for a distance of 123.03 feet; thence run South 04° 45' 41" West for a distance



of 52.10 feet; thence run South 08° 47' 21" West for a distance of 42.07 feet; thence run South 10° 21' 01" West for a distance of 70.17 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 885.34 feet, a central angle of 21° 18' 34", a chord length of 327.38 feet and a chord bearing of South 00° 39' 24" East; thence continue along the arc of said curve for a distance of 329.28 feet to the Point of Tangency of said curve; thence run South 10° 24' 03" East for a distance of 126.08 feet; thence run South 11° 55' 30" East for a distance of 64.19 feet; thence run South 13° 53' 07" East for a distance of 55.06 feet; thence run South 15° 23' 58" East for a distance of 76.81 feet; thence run South 13° 41' 36" East for a distance of 54.08 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 254.47 feet, a central angle of 24° 19' 51", a chord length of 107.25 feet and a chord bearing of South 03° 10' 05" East; thence continue along the arc of said curve for a distance of 108.06 feet to the Point of Tangency of said curve; thence run North 46° 11' 17" West for a distance of 783.68 feet; thence run South 47° 05' 50" West for a distance of 325.62 feet; thence run South 46° 00' 10" East for a distance of 785.92 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 529.24 feet, a central angle of 07° 51' 32", a chord length of 72.54 feet and a chord bearing of South 79° 44' 52" West; thence continue along the arc of said curve for a distance of 72.59 feet to the Point of Tangency of said curve; thence run South 83° 14' 21" West for a distance of 103.71 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 461.02 feet, a central angle of 47° 32' 13", a chord length of 371.62 feet and a chord bearing of South 63° 13' 19" West; thence continue along the arc of said curve for a distance of 382.50 feet to the Point of Tangency of said curve; thence run South 38° 25' 40" West for a distance of 69.31 feet; thence run South 36° 32' 02" West for a distance of 88.55 feet; thence run South 38° 09' 33" West for a distance of 54.80 feet; thence run South 41° 21' 19" West for a distance of 52.31 feet; thence run South 45° 45' 38" West for a distance of 113.43 feet; thence run South 47° 42' 48" East for a distance of 37.90 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 349.14 feet, a central angle of 20° 29' 19", a chord length of 124.19 feet and a chord bearing of South 35° 42' 24" East; thence continue along the arc of said curve for a distance of 124.85 feet to the Point of Tangency of said curve; thence run South 28° 40' 04" East for a distance of 99.39 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 290.37 feet, a central angle of 36° 38' 33", a chord length of 182.55 feet and a chord bearing of South 45° 55' 55" East; thence continue along the arc of said curve for a distance of 185.70 feet to the Point of Tangency of said curve; thence run South 59° 31' 46" East for a distance of 56.20 feet; thence run South 36° 25' 51" East for a distance of 163.65 feet; thence run South 33° 39' 31" East for a distance of 58.42 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1361.86 feet, a central angle of 07° 03' 08", a chord length of 167.52 feet and a chord bearing of South 34° 15' 04" East; thence continue along the arc of said curve for a distance of 167.62 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1002.00 feet, a central angle of 06° 42' 42", a chord length of 117.31 feet and a chord bearing of South 33° 59' 37" East; thence continue along the arc of said curve for a distance of 117.37 feet to the Point of Tangency of said curve; thence run South 36° 40' 57" East for a distance of 100.63 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 466.36 feet, a central angle of 16° 49' 10", a chord length of 136.41 feet and a chord bearing of South 50° 37' 26" East; thence continue along the arc of said curve for a distance of 136.90 feet to the Point of Tangency of said curve; thence run South 52° 26' 03" East for a distance of 193.16 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 544.30 feet, a central angle of 14° 22' 07", a chord length of 136.14 feet and a chord bearing of South 44° 55' 55" East; thence continue along the arc of said curve for a distance of 136.50 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 432.67 feet, a central angle of 15° 29' 38", a chord length of 116.65 feet and a chord bearing of South 44° 23' 59" East; thence continue along the arc of said curve for a distance of 117.00 feet to the Point of Tangency of said curve; thence run South 48° 49' 49" East for a distance of 53.90 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 254.61 feet, a central angle of 25° 20' 51", a chord length of 111.72 feet and a chord bearing of South 47° 26' 20" East; thence continue along the arc of said curve for a distance of 112.64 feet to the Point of

Tangency of said curve; thence run South  $38^{\circ} 20' 54''$  East for a distance of 66.02 feet; thence run South  $02^{\circ} 32' 40''$  East for a distance of 26.64 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 49.66 feet, a central angle of  $89^{\circ} 07' 31''$ , a chord length of 69.68 feet and a chord bearing of South  $58^{\circ} 20' 10''$  East; thence continue along the arc of said curve for a distance of 77.24 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 98.23 feet, a central angle of  $55^{\circ} 04' 17''$ , a chord length of 90.82 feet and a chord bearing of South  $36^{\circ} 55' 54''$  East; thence continue along the arc of said curve for a distance of 94.41 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1200.39 feet, a central angle of  $03^{\circ} 20' 07''$ , a chord length of 69.87 feet and a chord bearing of South  $00^{\circ} 17' 41''$  East; thence continue along the arc of said curve for a distance of 69.88 feet to the Point of Tangency of said curve; thence run South  $13^{\circ} 25' 59''$  West for a distance of 48.33 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 128.30 feet, a central angle of  $42^{\circ} 53' 36''$ , a chord length of 93.83 feet and a chord bearing of South  $10^{\circ} 03' 12''$  East; thence continue along the arc of said curve for a distance of 96.05 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 254.31 feet, a central angle of  $22^{\circ} 31' 36''$ , a chord length of 99.34 feet and a chord bearing of South  $39^{\circ} 49' 44''$  East; thence continue along the arc of said curve for a distance of 99.99 feet to the Point of Tangency of said curve; thence run South  $48^{\circ} 25' 45''$  East for a distance of 79.04 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 579.83 feet, a central angle of  $09^{\circ} 42' 39''$ , a chord length of 98.16 feet and a chord bearing of South  $58^{\circ} 48' 21''$  East; thence continue along the arc of said curve for a distance of 98.27 feet to the Point of Tangency of said curve; thence run South  $70^{\circ} 08' 15''$  East for a distance of 40.69 feet; thence run South  $00^{\circ} 04' 11''$  East for a distance of 203.76 feet; thence run South  $00^{\circ} 01' 11''$  West for a distance of 338.72 feet; thence run South  $00^{\circ} 02' 35''$  East for a distance of 394.97 feet; thence run South  $00^{\circ} 03' 05''$  East for a distance of 466.78 feet; thence run South  $00^{\circ} 00' 01''$  East for a distance of 216.64 feet; thence run South  $00^{\circ} 00' 33''$  West for a distance of 249.53 feet; thence run South  $00^{\circ} 09' 55''$  West for a distance of 318.82 feet; thence run South  $60^{\circ} 27' 29''$  West for a distance of 63.33 feet; thence run South  $70^{\circ} 57' 22''$  West for a distance of 96.14 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 158.76 feet, a central angle of  $23^{\circ} 02' 54''$ , a chord length of 63.44 feet and a chord bearing of South  $59^{\circ} 31' 47''$  West; thence continue along the arc of said curve for a distance of 63.87 feet to the Point of Tangency of said curve; thence run South  $51^{\circ} 38' 48''$  West for a distance of 54.13 feet; thence run South  $41^{\circ} 06' 29''$  West for a distance of 100.06 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 472.51 feet, a central angle of  $12^{\circ} 58' 19''$ , a chord length of 106.75 feet and a chord bearing of South  $25^{\circ} 05' 25''$  West; thence continue along the arc of said curve for a distance of 106.98 feet to the Point of Tangency of said curve; thence run South  $17^{\circ} 03' 26''$  West for a distance of 41.55 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 67.80 feet, a central angle of  $47^{\circ} 00' 52''$ , a chord length of 54.09 feet and a chord bearing of South  $56^{\circ} 35' 23''$  West; thence continue along the arc of said curve for a distance of 55.63 feet to the Point of Tangency of said curve; thence run North  $79^{\circ} 19' 22''$  West for a distance of 158.76 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 316.72 feet, a central angle of  $39^{\circ} 55' 25''$ , a chord length of 216.25 feet and a chord bearing of South  $19^{\circ} 49' 24''$  East; thence continue along the arc of said curve for a distance of 220.69 feet to the Point of Tangency of said curve; thence run South  $00^{\circ} 43' 15''$  West for a distance of 141.74 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 68.71 feet, a central angle of  $96^{\circ} 11' 53''$ , a chord length of 102.28 feet and a chord bearing of South  $45^{\circ} 13' 12''$  West; thence continue along the arc of said curve for a distance of 115.36 feet to the Point of Tangency of said curve; thence run North  $84^{\circ} 48' 50''$  West for a distance of 181.21 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 105.42 feet, a central angle of  $81^{\circ} 30' 13''$ , a chord length of 137.64 feet and a chord bearing of South  $51^{\circ} 36' 08''$  West; thence continue along the arc of said curve for a distance of 149.97 feet to the Point of Tangency of said curve; thence run South  $16^{\circ} 07' 50''$  West for a distance of 176.18 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 213.67 feet, a central angle of  $48^{\circ} 44' 16''$ , a chord length of 176.32 feet and a chord

bearing of South 28° 55' 34" West; thence continue along the arc of said curve for a distance of 181.75 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 138.29 feet, a central angle of 49° 38' 05", a chord length of 116.09 feet and a chord bearing of South 63° 31' 37" West; thence continue along the arc said curve for a distance of 119.80 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 233.54 feet, a central angle of 23° 04' 41", a chord length of 93.43 feet and a chord bearing of North 75° 45' 47" West; thence continue along the arc of said curve for a distance of 94.07 feet to the Point of Tangency of said curve; thence run North 68° 11' 36" West for a distance of 81.73 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 452.26 feet, a central angle of 14° 04' 20", a chord length of 110.80 feet and a chord bearing of North 73° 19' 42" West; thence continue along the arc of said curve for a distance of 111.08 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 993.82 feet, a central angle of 12° 00' 41", a chord length of 207.96 feet and a chord bearing of North 71° 20' 59" West; thence continue along the arc of said curve for a distance of 208.34 feet to the Point of Tangency of said curve; thence run North 64° 55' 53" West for a distance of 85.29 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 275.62 feet, a central angle of 18° 57' 29", a chord length of 90.78 feet and a chord bearing of North 65° 37' 27" West; thence continue along the arc of said curve for a distance of 91.20 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 884.23 feet, a central angle of 09° 18' 06", a chord length of 143.39 feet and a chord bearing of North 80° 30' 20" West; thence continue along the arc of said curve for a distance of 143.55 feet to the Point of Tangency of said curve; thence run North 84° 46' 50" West for a distance of 101.73 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 460.79 feet, a central angle of 14° 06' 44", a chord length of 113.21 feet and a chord bearing of North 80° 53' 48" West; thence continue along the arc of said curve for a distance of 113.49 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 741.42 feet, a central angle of 10° 56' 50", a chord length of 141.44 feet and a chord bearing of North 80° 36' 48" West; thence continue along the arc of said curve for a distance of 141.66 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1145.38 feet, a central angle of 04° 08' 51", a chord length of 82.89 feet and a chord bearing of North 80° 02' 16" West; thence continue along the arc of said curve for a distance of 82.91 feet to the Point of Tangency of said curve; thence run North 78° 46' 45" West for a distance of 129.54 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 149.00 feet, a central angle of 28° 50' 20", a chord length of 74.21 feet and a chord bearing of North 48° 31' 42" West; thence continue along the arc of said curve for a distance of 75.00 feet to the Point of Tangency of said curve; thence run North 38° 26' 24" West for a distance of 80.53 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 191.65 feet, a central angle of 41° 21' 51", a chord length of 135.38 feet and a chord bearing of North 54° 13' 24" West; thence continue along the arc of said curve for a distance of 138.36 feet to the Point of Tangency of said curve; thence run North 73° 09' 33" West for a distance of 57.27 feet; thence run North 76° 58' 35" West for a distance of 187.70 feet; thence run South 25° 09' 21" West for a distance of 125.74 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 254.60 feet, a central angle of 25° 44' 54", a chord length of 113.46 feet and a chord bearing of South 15° 35' 33" West; thence continue along the arc of said curve for a distance of 114.42 feet to the Point of Tangency of said curve; thence run South 09° 28' 54" West for a distance of 90.12 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1277.88 feet, a central angle of 05° 10' 26", a chord length of 115.36 feet and a chord bearing of South 14° 34' 46" West; thence continue along the arc of said curve for a distance of 115.40 feet to the Point of Tangency of said curve; thence run South 17° 54' 38" West for a distance of 129.46 feet; thence run South 13° 41' 03" West for a distance of 77.52 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 139.86 feet, a central angle of 32° 50' 21", a chord length of 79.07 feet and a chord bearing of South 27° 34' 35" West; thence continue along the arc of said curve for a distance of 80.16 feet to the Point of Tangency of said curve; thence run South 37° 59' 47" West for a distance of 63.42 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 855.95 feet, a central

angle of  $08^{\circ} 03' 39''$ , a chord length of 120.32 feet and a chord bearing of South  $43^{\circ} 44' 19''$  West; thence continue along the arc of said curve for a distance of 120.42 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 216.22 feet, a central angle of  $36^{\circ} 06' 26''$ , a chord length of 134.01 feet and a chord bearing of South  $32^{\circ} 54' 11''$  West; thence continue along the arc of said curve for a distance of 136.26 feet to the Point of Tangency of said curve; thence run South  $56^{\circ} 51' 49''$  East for a distance of 190.52 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1423.43 feet, a central angle of  $07^{\circ} 47' 28''$ , a chord length of 193.41 feet and a chord bearing of South  $51^{\circ} 40' 22''$  East; thence continue along the arc of said curve for a distance of 193.56 feet to the Point of Tangency of said curve; thence run South  $47^{\circ} 48' 23''$  East for a distance of 140.70 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1278.99 feet, a central angle of  $05^{\circ} 19' 25''$ , a chord length of 118.79 feet and a chord bearing of South  $48^{\circ} 23' 34''$  East; thence continue along the arc of said curve for a distance of 118.84 feet to the Point of Tangency of said curve; thence run South  $45^{\circ} 17' 52''$  East for a distance of 365.45 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 2390.47 feet, a central angle of  $04^{\circ} 12' 19''$ , a chord length of 175.41 feet and a chord bearing of South  $47^{\circ} 00' 06''$  East; thence continue along the arc of said curve for a distance of 175.45 feet to the Point of Tangency of said curve; thence run South  $48^{\circ} 19' 24''$  East for a distance of 117.89 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 475.90 feet, a central angle of  $34^{\circ} 15' 14''$ , a chord length of 280.29 feet and a chord bearing of South  $64^{\circ} 53' 41''$  East; thence continue along the arc of said curve for a distance of 284.51 feet to the Point of Tangency of said curve; thence run South  $85^{\circ} 55' 32''$  East for a distance of 93.73 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 874.72 feet, a central angle of  $11^{\circ} 55' 15''$ , a chord length of 181.67 feet and a chord bearing of South  $81^{\circ} 43' 10''$  East; thence continue along the arc of said curve for a distance of 181.99 feet to the Point of Tangency of said curve; thence run South  $74^{\circ} 51' 36''$  East for a distance of 163.07 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 320.82 feet, a central angle of  $41^{\circ} 20' 23''$ , a chord length of 226.49 feet and a chord bearing of South  $58^{\circ} 03' 46''$  East; thence continue along the arc of said curve for a distance of 231.48 feet to the Point of Tangency of said curve; thence run South  $40^{\circ} 51' 51''$  East for a distance of 506.41 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1478.16 feet, a central angle of  $09^{\circ} 01' 01''$ , a chord length of 232.39 feet and a chord bearing of South  $46^{\circ} 14' 12''$  East; thence continue along the arc of said curve for a distance of 232.63 feet to the Point of Tangency of said curve; thence run South  $53^{\circ} 15' 22''$  East for a distance of 163.70 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 661.07 feet, a central angle of  $16^{\circ} 57' 45''$ , a chord length of 195.00 feet and a chord bearing of South  $59^{\circ} 54' 07''$  East; thence continue along the arc of said curve for a distance of 195.71 feet to the Point of Tangency of said curve; thence run South  $66^{\circ} 57' 45''$  East for a distance of 61.66 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 207.83 feet, a central angle of  $44^{\circ} 55' 53''$ , a chord length of 158.83 feet and a chord bearing of South  $47^{\circ} 05' 10''$  East; thence continue along the arc of said curve for a distance of 162.98 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1204.57 feet, a central angle of  $06^{\circ} 22' 48''$ , a chord length of 134.06 feet and a chord bearing of South  $33^{\circ} 11' 17''$  East; thence continue along the arc of said curve for a distance of 134.13 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 624.51 feet, a central angle of  $07^{\circ} 02' 59''$ , a chord length of 76.79 feet and a chord bearing of South  $31^{\circ} 34' 28''$  East; thence continue along the arc of said curve for a distance of 76.84 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 134.36 feet, a central angle of  $33^{\circ} 32' 15''$ , a chord length of 77.53 feet and a chord bearing of South  $24^{\circ} 36' 26''$  West; thence continue along the arc of said curve for a distance of 78.65 feet to the Point of Tangency of said curve; thence run South  $10^{\circ} 34' 34''$  West for a distance of 135.73 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 59.09 feet, a central angle of  $54^{\circ} 29' 44''$ , a chord length of 54.11 feet and a chord bearing of South  $26^{\circ} 35' 33''$  West; thence continue along the arc of said curve for a distance of 56.20 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 220.46 feet, a central angle of  $29^{\circ} 44' 47''$ , a chord length of 113.17

feet and a chord bearing of South  $36^{\circ} 22' 34''$  West; thence continue along the arc of said curve for a distance of 114.46 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 687.61 feet, a central angle of  $07^{\circ} 27' 21''$ , a chord length of 89.41 feet and a chord bearing of South  $29^{\circ} 08' 57''$  West; thence continue along the arc of said curve for a distance of 89.48 feet to the Point of Tangency of said curve; thence run South  $31^{\circ} 25' 48''$  West for a distance of 48.79 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 97.32 feet, a central angle of  $73^{\circ} 01' 19''$ , a chord length of 115.81 feet and a chord bearing of South  $13^{\circ} 05' 03''$  East; thence continue along the arc of said curve for a distance of 124.04 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 259.36 feet, a central angle of  $19^{\circ} 15' 48''$ , a chord length of 86.79 feet and a chord bearing of South  $17^{\circ} 15' 56''$  West; thence continue along the arc of said curve for a distance of 87.20 feet to the Point of Tangency of said curve; thence run South  $05^{\circ} 56' 54''$  West for a distance of 32.72 feet; thence run North  $80^{\circ} 43' 10''$  West for a distance of 124.38 feet; thence run North  $70^{\circ} 53' 10''$  West for a distance of 99.58 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 92.93 feet, a central angle of  $72^{\circ} 36' 56''$ , a chord length of 110.06 feet and a chord bearing of South  $69^{\circ} 39' 21''$  West; thence continue along the arc of said curve for a distance of 117.78 feet to the Point of Tangency of said curve; thence run South  $44^{\circ} 53' 16''$  West for a distance of 78.15 feet; thence run South  $40^{\circ} 05' 02''$  West for a distance of 92.75 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 138.86 feet, a central angle of  $62^{\circ} 11' 48''$ , a chord length of 143.45 feet and a chord bearing of South  $18^{\circ} 36' 30''$  West; thence continue along the arc of said curve for a distance of 150.74 feet to the Point of Tangency of said curve; thence run South  $09^{\circ} 55' 10''$  East for a distance of 84.68 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 187.48 feet, a central angle of  $37^{\circ} 55' 22''$ , a chord length of 121.84 feet and a chord bearing of South  $05^{\circ} 52' 47''$  West; thence continue along the arc of said curve for a distance of 124.09 feet to the Point of Tangency of said curve; thence run South  $21^{\circ} 17' 32''$  West for a distance of 213.74 feet; thence run South  $21^{\circ} 36' 17''$  West for a distance of 123.58 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 371.45 feet, a central angle of  $19^{\circ} 04' 18''$ , a chord length of 123.07 feet and a chord bearing of South  $20^{\circ} 30' 51''$  West; thence continue along the arc of said curve for a distance of 123.64 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 998.28 feet, a central angle of  $04^{\circ} 44' 26''$ , a chord length of 82.57 feet and a chord bearing of South  $15^{\circ} 21' 18''$  West; thence continue along the arc of said curve for a distance of 82.60 feet to the Point of Tangency of said curve; thence run South  $13^{\circ} 20' 46''$  West for a distance of 165.88 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 642.07 feet, a central angle of  $16^{\circ} 44' 41''$ , a chord length of 186.98 feet and a chord bearing of South  $18^{\circ} 52' 39''$  West; thence continue along the arc of said curve for a distance of 187.64 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1051.64 feet, a central angle of  $14^{\circ} 17' 46''$ , a chord length of 261.72 feet and a chord bearing of South  $35^{\circ} 50' 48''$  West; thence continue along the arc of said curve for a distance of 262.40 feet to the Point of Tangency of said curve; thence run South  $46^{\circ} 42' 36''$  West for a distance of 188.38 feet; thence run South  $50^{\circ} 27' 12''$  West for a distance of 223.01 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 409.45 feet, a central angle of  $24^{\circ} 07' 11''$ , a chord length of 171.10 feet and a chord bearing of South  $48^{\circ} 47' 28''$  West; thence continue along the arc of said curve for a distance of 172.37 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 148.86 feet, a central angle of  $60^{\circ} 33' 24''$ , a chord length of 150.11 feet and a chord bearing of South  $59^{\circ} 23' 36''$  West; thence continue along the arc of said curve for a distance of 157.33 feet to the Point of Tangency of said curve; thence run South  $84^{\circ} 44' 45''$  West for a distance of 232.91 feet; thence run South  $87^{\circ} 32' 53''$  West for a distance of 144.47 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1274.00 feet, a central angle of  $09^{\circ} 30' 54''$ , a chord length of 211.33 feet and a chord bearing of North  $86^{\circ} 27' 26''$  West; thence continue along the arc of said curve for a distance of 211.57 feet to the Point of Tangency of said curve; thence run North  $82^{\circ} 16' 12''$  West for a distance of 308.34 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 198.72 feet, a central angle of  $22^{\circ} 23' 31''$ , a chord length of 77.17 feet and a

chord bearing of South  $81^{\circ} 05' 43''$  West; thence continue along the arc of said curve for a distance of 77.66 feet to the Point of Tangency of said curve; thence run South  $70^{\circ} 06' 42''$  West for a distance of 30.83 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 278.69 feet, a central angle of  $21^{\circ} 55' 39''$ , a chord length of 106.01 feet and a chord bearing of South  $77^{\circ} 56' 11''$  West; thence continue along the arc of said curve for a distance of 106.66 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 355.98 feet, a central angle of  $22^{\circ} 12' 10''$ , a chord length of 137.08 feet and a chord bearing of South  $84^{\circ} 45' 26''$  West; thence continue along the arc of said curve for a distance of 137.94 feet to the Point of Tangency of said curve; thence run South  $68^{\circ} 00' 59''$  West for a distance of 120.54 feet; thence run South  $71^{\circ} 42' 01''$  West for a distance of 75.60 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 301.78 feet, a central angle of  $37^{\circ} 20' 47''$ , a chord length of 193.24 feet and a chord bearing of South  $55^{\circ} 40' 55''$  West; thence continue along the arc of said curve for a distance of 196.71 feet to the Point of Tangency of said curve; thence run South  $35^{\circ} 10' 47''$  West for a distance of 136.49 feet; thence run South  $40^{\circ} 38' 55''$  West for a distance of 262.65 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 565.54 feet, a central angle of  $22^{\circ} 22' 50''$ , a chord length of 219.51 feet and a chord bearing of South  $51^{\circ} 39' 07''$  West; thence continue along the arc of said curve for a distance of 220.91 feet to the Point of Tangency of said curve; thence run South  $63^{\circ} 55' 29''$  West for a distance of 126.73 feet; thence run South  $80^{\circ} 37' 54''$  West for a distance of 141.45 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 569.17 feet, a central angle of  $17^{\circ} 05' 48''$ , a chord length of 169.21 feet and a chord bearing of South  $71^{\circ} 02' 32''$  West; thence continue along the arc of said curve for a distance of 169.84 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 276.73 feet, a central angle of  $15^{\circ} 11' 25''$ , a chord length of 73.15 feet and a chord bearing of South  $70^{\circ} 42' 59''$  West; thence continue along the arc of said curve for a distance of 73.37 feet to the Point of Tangency of said curve; thence run North  $66^{\circ} 04' 25''$  West for a distance of 2934.29 feet to the easterly right-of-way line of the proposed Eastern Bypass (right-of-way varies); thence run North  $39^{\circ} 35' 53''$  East, along said right-of-way, for a distance of 632.01 feet to the northerly boundary line of said right-of-way; thence run North  $48^{\circ} 45' 25''$  West, along said right-of-way, for a distance of 255.00 feet to the westerly boundary line of said right-of-way; thence run South  $63^{\circ} 02' 44''$  West, along said right-of-way, for a distance of 646.22 feet; thence run South  $28^{\circ} 33' 47''$  West, along said right-of-way, for a distance of 336.90 feet; thence, leaving said right-of-way, run North  $87^{\circ} 06' 19''$  West for a distance of 2996.55 feet; thence run North  $60^{\circ} 49' 50''$  West for a distance of 2140.34 feet; thence run North  $79^{\circ} 03' 14''$  West for a distance of 225.65 feet to the easterly right-of-way line of said Eastern Bypass (right-of-way varies); thence run North  $10^{\circ} 56' 42''$  West, along said right-of-way, for a distance of 396.01 feet; thence run North  $12^{\circ} 09' 11''$  East, along said right-of-way, for a distance of 449.47 feet; thence run North  $58^{\circ} 11' 24''$  West, along said right-of-way, for a distance of 274.39 feet; thence run North  $18^{\circ} 39' 35''$  West, along said right-of-way, for a distance of 550.91 feet; thence run North  $11^{\circ} 21' 25''$  East, along said right-of-way, for a distance of 435.43 feet; thence run North  $78^{\circ} 57' 50''$  West, along said right-of-way, for a distance of 250.77 feet; thence run North  $18^{\circ} 39' 38''$  West, along said right-of-way, for a distance of 150.31 feet; thence run North  $08^{\circ} 42' 14''$  West, along said right-of-way, for a distance of 201.22 feet; thence run North  $52^{\circ} 39' 01''$  East, along said right-of-way, for a distance of 262.76 feet; thence run North  $04^{\circ} 42' 31''$  West, along said right-of-way, for a distance of 813.03 feet; thence run North  $29^{\circ} 01' 07''$  West, along said right-of-way, for a distance of 412.31 feet; thence run North  $16^{\circ} 01' 27''$  West, along said right-of-way, for a distance of 1100.19 feet; thence run North  $75^{\circ} 55' 37''$  West, along said right-of-way, for a distance of 205.91 feet; thence run North  $14^{\circ} 59' 02''$  West, along said right-of-way, for a distance of 199.99 feet; thence run North  $27^{\circ} 47' 09''$  East, along said right-of-way, for a distance of 544.90 feet; thence run North  $15^{\circ} 32' 02''$  East, along said right-of-way, for a distance of 413.55 feet; thence run North  $09^{\circ} 08' 38''$  East, along said right-of-way, for a distance of 464.72 feet; thence run North  $13^{\circ} 46' 22''$  East, along said right-of-way, for a distance of 1152.96 feet; thence run North  $13^{\circ} 37' 48''$  East, along said right-of-way, for a distance of 798.63 feet; thence, leaving said right-of-way, run North  $74^{\circ} 22' 52''$  East for a distance of 343.61 feet; thence run

North 15° 37' 11" West for a distance of 343.96 feet to the **POINT OF BEGINNING**; said described tract containing 144,071,970 Square Feet (3,307.44 Acres) more or less. **ALSO,**

LESS AND EXCEPT

PARCEL 6-A

DESCRIPTION OF RUCKER AVENUE TANK SITE

**7.15 ACRES** OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 8 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET THAT IS 16,469.09 FEET SOUTH OF AND 5,433.38 FEET WEST OF A GLO BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, SAID IRON PIN AT THE POINT OF BEGINNING HAVING A ALABAMA STATE PLANE COORDINATE OF 1,165,535.04 NORTH AND 667,712.52 EAST OF THE ALABAMA EASTERN ZONE, THENCE SOUTH 75 DEG. 04 MIN. 43 SEC. WEST 922.82 FT. TO AN IRON PIN SET, THENCE NORTH 00 DEG. 26 MIN. 38 SEC. WEST 404.82 FT. TO AN IRON PIN SET, THENCE NORTH 78 DEG. 51 MIN. 40 SEC. EAST 774.02 FT. TO AN IRON PIN SET, THENCE SOUTH 23 DEG. 08 MIN. 51 SEC. EAST 344.45 FT. TO THE POINT OF BEGINNING, SAID PROPERTY CONTAINING 7.15 ACRES OF LAND. THERE IS AN OLD WATER TANK CONTAINED WITHIN THE FENCED AREA AS SHOWN ON THE PLAT. THE ABOVE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED BY THE UNITED STATES ARMY AS POSSIBLY CONTAINING UNEXPLODED ORDNANCE. THE ABOVE PROPERTY IS TOGETHER WITH AN EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN SET AT THE SOUTHEAST CORNER OF THE PROPERTY, SAID POINT BEING 16,469.09 FT. SOUTH OF AND 5,433.38 FT. WEST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, THENCE NORTH 23 DEG. 08 MIN. 51 SEC. WEST 26.96 FT. TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 50 FT. IN WIDTH EASEMENT, BEING IN THE CENTER OF AN EXISTING DIRT ROAD, THENCE NORTH 88 DEG. 12 MIN. 58 SEC. EAST 72.62 FT ALONG SAID ROAD CENTER, THENCE NORTH 52 DEG. 21 MIN. 29 SEC. EAST 109.99 FT. ALONG SAID ROAD CENTER, THENCE NORTH 21 DEG. 48 MIN. 14 SEC. EAST 85.77 FT. ALONG SAID ROAD CENTER, THENCE NORTH 25 DEG. 24 MIN. 06 SEC. WEST 153.63 FT. ALONG SAID ROAD CENTER, THENCE NORTH 02 DEG. 00 MIN. 55 SEC. WEST 46.22 FT. ALONG SAID ROAD CENTER, THENCE NORTH 24 DEG. 33 MIN. 34 SEC. EAST 34.41 FT. ALONG SAID ROAD CENTER, THENCE NORTH 57 DEG. 42 MIN. 48 SEC. EAST 165.10 FT. ALONG ROAD CENTER, THENCE NORTH 60 DEG. 07 MIN. 32 SEC. EAST 371.14 FT. ALONG ROAD CENTER, THENCE NORTH 29 DEG. 52 MIN. 28 SEC. WEST 25.00 FT. TO AN IRON PIN FOUND ON THE NORTH SIDE OF SAID DIRT ROAD, SAID POINT BEING ON THE NORTH LINE OF THIS 50 FT. IN WIDTH EASEMENT AND ALSO BEING A CORNER ON THE LEASE PROPERTY OF AUBURN UNIVERSITY PROPERTY AT DEED BOOK 3005 AT PAGE 598, THENCE CONTINUING ALONG THE AUBURN UNIVERSITY PROPERTY AND BEING THE NORTH SIDE OF THIS EASEMENT NORTH 60 DEG. 07 MIN. 32 SEC. EAST 123.60 FT. TO A NAIL AND CAP AT THE EDGE OF RUCKER AVENUE. THE ABOVE DESCRIBED EASEMENT IS FOR THE PURPOSES OF INGRESS, EGRESS, AND THE INSTALLATION AND MAINTENANCE OF WATER LINES, TANKS, AND APPURTENANCES. **ALSO,**

LESS AND EXCEPT

PARCEL 6-B

DESCRIPTION OF SNAP ROAD TANK SITE

**5.82 ACRES** OF LAND LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 8 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 1,922.84 FT EAST OF AND 17,463.57 FT. SOUTH OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, SAID POINT OF BEGINNING BEING A NAIL AND CAP IN THE CENTER OF THE SNAP ROAD AND HAVING AN ALABAMA STATE PLANE COORDINATE OF 1,164,540.56 NORTH AND 675,068.74 EAST IN THE ALABAMA EASTERN ZONE, THENCE NORTH 51 DEG. 13 MIN. 37 SEC. EAST 71.82 FT. ALONG THE CENTER OF SNAP ROAD, THENCE NORTH 70 DEG. 24 MIN. 43 SEC. EAST 51.45 FT. ALONG THE CENTER OF SNAP ROAD, THENCE NORTH 87 DEG. 21 MIN. 42 SEC. EAST 117.73 FT. ALONG THE CENTER OF SNAP ROAD, THENCE NORTH 77 DEG. 47 MIN. 18 SEC. EAST 51.01 FT. ALONG THE CENTER OF SNAP ROAD, THENCE NORTH 59 DEG. 04 MIN. 07 SEC. EAST 36.59 FT. ALONG THE CENTER OF SNAP ROAD, THENCE 40 DEG. 04 MIN. 08 SEC. EAST 54.34 FT. ALONG THE CENTER OF SNAP ROAD, THENCE SOUTH 17 DEG. 54 MIN. 03 SEC EAST 852.21 FT. TO AN IRON PIN SET IN THE CENTER OF A DIRT ROAD, THENCE NORTH 72 DEG. 01 MIN. 43 SEC WEST 169.97 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 71 DEG. 59 MIN. 13 WEST 217.99 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 50 DEG. 27 MIN. 18 SEC. WEST 63.89 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 26 DEG. 52 MIN. 03 SEC. WEST 138.11 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 12 DEG. 53 MIN. 58 SEC. WEST 199.98 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 22 DEG. 55 MIN. 47 SEC. WEST 60.79 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 27 DEG. 41 MIN. 18 SEC. WEST 80.32 FT. TO AN IRON PIN IN THE CENTER OF A DIRT ROAD, THENCE NORTH 11 DEG. 51 MIN. 43 SEC WEST 67.78 FT. TO THE POINT OF BEGINNING, SAID DESCRIBED PROPERTY BEING SUBJECT TO A 25 FT. IN WIDTH EASEMENT ALONG THE NORTH LINE OF SAID PROPERTY FOR THE EXISTING SNAP ROAD, SAID PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED BY THE UNITED STATES ARMY AS POTENTIALLY CONTAINING UNEXPLODED ORDINANCE., THE ABOVE DESCRIBED PROPERTY IS TOGETHER WITH AN EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT BEING A NAIL AND CAP IN THE CENTER OF SNAP ROAD BEING 1,922.84 FT. EAST OF AND 17,463.57 FT. SOUTH OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, THENCE FROM THE POINT OF BEGINNING ALONG THE CENTERLINE OF A 50 FT. IN WIDTH EASEMENT, AND ALSO BEING THE CENTERLINE OF SNAP ROAD SOUTH 63 DEG. 36 MIN. 41 SEC. WEST 62.43 FT., THENCE SOUTH 67 DEG. 29 MIN. 16 SEC. WEST 209.81 FT., THENCE SOUTH 57 DEG. 30 MIN. 12 SEC. WEST 57.03 FT., THENCE SOUTH 49 DEG. 49 MIN. 37 SEC. WEST 58.88 FT., THENCE SOUTH 44 DEG. 29 MIN. 47 SEC. WEST 60.12 FT., THENCE SOUTH 50 DEG. 08 MIN. 02 SEC. WEST 67.59 FT., THENCE SOUTH 76 DEG. 02 MIN. 22 SEC. WEST 45.45 FT., THENCE NORTH 76 DEG. 51 MIN. 26 SEC. WEST 28.44 FT., THENCE NORTH 61 DEG. 36 MIN. 48 SEC WEST 25.33 FT., THENCE NORTH 48 DEG. 31 MIN. 31 SEC. WEST 26.03 FT., THENCE NORTH 48 DEG. 06 MIN. 58 SEC. WEST 181.11 FT., THENCE NORTH 33 DEG. 41 MIN. 33 SEC. WEST 213.36 FT. TO THE CENTERLINE OF THE INTERSECTION OF SNAP ROAD AND IRON MOUNTAIN ROAD, THENCE NORTH 06 DEG. 23 MIN. 57 SEC. EAST 723.32 FT. ALONG THE CENTER OF IRON MOUNTAIN ROAD, THENCE NORTH 04 DEG. 22 MIN. 32 SEC. EAST 60.15 FT. ALONG THE CENTER OF IRON MOUNTAIN ROAD, THENCE 03 DEG. 04 MIN. 57 SEC. EAST 148.80 FT. ALONG THE CENTER OF IRON MOUNTAIN ROAD TO ITS INTERSECTION WITH THE CENTERLINE OF HALIFAX ROAD, THENCE ALONG THE CENTERLINE OF HALIFAX THE FOLLOWING CALLS, NORTH 70 DEG. 16 MIN. 13 SEC. WEST 146.38, THENCE NORTH 69 DEG. 34 MIN. 37 SEC. WEST 54.23 FT., THENCE NORTH 67 DEG. 24 MIN. 20 SEC. WEST 43.12 FT., THENCE NORTH 61 DEG. 54 MIN. 53 SEC. WEST 31.51 FT., THENCE NORTH 56 DEG. 57 MIN. 54 SEC WEST 28.32 FT., THENCE NORTH 45 DEG. 32 MIN. 46 SEC. WEST 97.26 FT., THENCE NORTH 49 DEG. 10 MIN. 23 SEC. WEST 69.10 FT., THENCE NORTH 51 DEG. 59 MIN. 58 SEC. WEST 76.16 FT. TO THE CENTERLINE OF THE INTERSECTION OF HALIFAX AND CASSELL, THENCE ALONG THE CENTERLINE OF



CASSELL SOUTH 38 DEG. 00 MIN. 02 SEC. WEST 50.0 FT. TO THE INTERSECTION OF AN EXISTING WATERLINE EASEMENT OWNED BY THE ANNISTON WATER WORKS AND SEWER BOARD. THE ABOVE DESCRIBED EASEMENT IS FOR THE PURPOSES OF INGRESS, EGRESS, AND THE CONSTRUCTION AND MAINTENANCE OF WATER LINES, TANKS, AND APPURTENANCES FOR THE ANNISTON WATER WORKS. **ALSO,**

LESS AND EXCEPT

PARCEL 6-C

DESCRIPTION OF EXISTING TANK SITE PROPERTY AT MCCLELLAN

**2.77 ACRES** OF LAND LOCATED IN THE NE1/4 OF THE SE1/4, AND THE SE 1/4 OF THE SE1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 8 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL AND CAP SET IN THE CENTERLINE OF RUSKIN AVENUE, SAID POINT OF BEGINNING BEING 10,512.11 SOUTH AND 1,863.90 FT. EAST OF THE NORTHEAST CORNER OF THE SE1/4 OF THE SE 1/4, OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, SAID CORNER BEING MARKED BY A BRASS CAPPED GLO MONUMENT THAT IS DATED 1919, THENCE FROM THE NAIL AND CAP MARKING THE POINT OF BEGINNING NORTH 26 DEGREES 05 MINUTES 22 SECONDS EAST 86.25 FEET TO A NAIL AND CAP IN THE CENTERLINE OF A DIRT ROAD, THENCE NORTH 18 DEGREES 03 MINUTES 30 SECONDS EAST 55.16 FEET ALONG THE CENTERLINE OF SAID DIRT ROAD, THENCE NORTH 42 DEGREES 23 MINUTES 33 SECONDS EAST 47.78 FEET ALONG THE CENTERLINE OF SAID DIRT ROAD, THENCE NORTH 62 DEGREES 32 MINUTES 38 SECONDS EAST 89.09 FEET ALONG THE CENTERLINE OF SAID DIRT ROAD, THENCE NORTH 67 DEGREES 38 MINUTES 16 SECONDS EAST 133.95 FEET TO AN IRON PIN SET ON THE SOUTHEAST SIDE OF SAID ROAD, THENCE SOUTH 56 DEGREES 12 MINUTES 50 SECONDS EAST 165.12 FEET TO AN IRON PIN SET, THENCE SOUTH 17 DEGREES 39 MINUTES 54 SECONDS EAST 130.32 FEET TO AN IRON PIN SET, THENCE SOUTH 56 DEGREES 18 MINUTES 54 SECONDS WEST 395.18 FEET TO A NAIL AND CAP SET IN THE CENTERLINE OF RUSKIN AVENUE, THENCE NORTH 38 DEGREES 30 MINUTES 17 SECONDS WEST 232.68 FEET TO THE POINT OF BEGINNING.

#### **BOUNDARY DESCRIPTION**

**ALSO LESS AND EXCEPT FROM PARCEL 6**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 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 22, TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA; THENCE RUN NORTH 01° 22' 22" EAST FOR A DISTANCE OF 1535.90 FEET; THENCE RUN SOUTH 88° 37' 38" EAST FOR A DISTANCE OF 523.20 FEET TO THE **POINT OF BEGINNING**; THENCE RUN SOUTH 88° 35' 13" EAST FOR A DISTANCE OF 162.17 FEET; THENCE RUN SOUTH 04° 46' 51" WEST FOR A DISTANCE OF 207.72 FEET; THENCE RUN SOUTH 86° 06' 30" EAST FOR A DISTANCE OF 110.51 FEET; THENCE RUN SOUTH 01° 51' 58" WEST FOR A DISTANCE OF 305.16 FEET; THENCE RUN NORTH 80° 28' 36" WEST FOR A DISTANCE OF 299.19 FEET; THENCE RUN NORTH 06° 00' 51" EAST FOR A DISTANCE OF 476.62 FEET TO THE **POINT OF BEGINNING**; SAID DESCRIBED TRACT CONTAINING 116,875 SQUARE FEET (2.68 ACRES) MORE OR LESS.

#### **BOUNDARY DESCRIPTION**

**PARCEL 7**

A parcel of land situated in the Southwest 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 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said Section, for a distance of 2211.84 feet; thence, leaving said south line, run North 00° 47' 54" East for a distance of 889.42 feet; thence run North 89° 12' 06" West for a distance of 1034.28 feet to the **POINT OF BEGINNING**; thence run North 87° 29' 31" West for a distance of 185.68 feet; thence run North 04° 46' 44" West for a distance of 194.30 feet; thence run North 04° 52' 17" East for a distance of 380.50 feet; thence run South 88° 33' 27" East for a distance of 322.73 feet; thence run South 14° 58' 47" West for a distance of 592.90 feet to the **POINT OF BEGINNING**; said described tract containing 152,398 Square Feet (3.50 Acres) more or less.

**BOUNDARY DESCRIPTION****PARCEL 8**

A parcel of land situated in the Southwest 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 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run North 01° 22' 22" East for a distance of 2498.90 feet; thence run South 90° 00' 00" East for a distance of 250.85 feet to the **POINT OF BEGINNING**; thence run North 71° 20' 12" East for a distance of 79.30 feet; thence run South 14° 42' 12" East for a distance of 304.60 feet; thence run South 74° 10' 12" West for a distance of 315.27 feet; thence run North 27° 49' 18" West for a distance of 66.29 feet; thence run North 73° 27' 40" East for a distance of 213.85 feet; thence run North 24° 27' 42" East for a distance of 50.26 feet; thence run North 13° 02' 19" West for a distance of 195.03 feet to the **POINT OF BEGINNING**; said described tract containing 41,500 Square Feet (0.95 Acres) more or less.

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

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

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast Quarter of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence, leaving said section line, run North 00° 15' 11" East for a distance of 4024.80 feet; thence run South 90° 00' 00" East for a distance of 719.15 feet to the east boundary line of a proposed 60 foot right-of-way and the **POINT OF BEGINNING**; thence, leaving said right-of-way, run North 86° 16' 55" East for a distance of 299.88 feet; thence run South 12° 54' 57" East for a distance of 180.06 feet to the north boundary line of a proposed 80 foot right-of-way; thence run South 72° 15' 42" West for a distance of 140.37 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 156.20 feet, a central angle of

107° 43' 42", a chord length of 252.30 feet and a chord bearing of North 53° 52' 32" West; thence continue along the arc of said curve and said right-of-way for a distance of 293.69 feet to the east boundary line of a proposed 60 foot right-of-way and the Point of Curvature of a curve to the left, having a radius of 580.00 feet, a central angle of 3° 35' 29", a chord length of 36.35 feet and a chord bearing of North 01° 48' 26" West; thence continue along the arc of said curve and said right-of-way for a distance of 36.36 feet to the Point of Tangency of said curve; thence run North 03° 36' 11" West, along said right-of-way, for a distance of 13.78 feet to the **POINT OF BEGINNING**; said described tract containing 60,599 Square Feet (1.39 Acres) more or less.

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

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

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast Quarter of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence, leaving said section line, run North 00° 15' 11" East for a distance of 3338.71 feet; thence run South 90° 00' 00" East for a distance of 956.09 feet to the **POINT OF BEGINNING**; thence run North 74° 18' 02" East for a distance of 330.55 feet to the east boundary line of a proposed 40 foot right-of-way; thence run South 18° 07' 20" East, along said right-of-way, for a distance of 576.90 feet to the north boundary line of a proposed 40 foot right-of-way; thence run South 74° 20' 52" West, along said right-of-way, for a distance of 354.84 feet; thence, leaving said right-of-way, run North 15° 42' 34" West for a distance of 576.09 feet to the **POINT OF BEGINNING**; said described tract containing 197,470 Square Feet (4.53 Acres) more or less.

#### **BOUNDARY DESCRIPTION PARCEL 11**

A parcel of land situated in Southeast Quarter of the Northeast Quarter and 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 South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southwest corner of Section 22; thence, leaving said south line, continue South 89° 12' 06" East, along a projection of last said course, for a distance of 4909.73 feet; thence run North 00° 26' 30" East for a distance of 2760.38 feet; thence run North 89° 33' 30" West for a distance of 376.41 feet to the **POINT OF BEGINNING**; thence run South 38° 23' 02" West for a distance of 434.54 feet; thence run North 52° 38' 02" West for a distance of 240.25 feet; thence run North 38° 23' 02" East for a distance of 438.81 feet; thence run South 51° 36' 58" East for a distance of 240.21 feet; to the **POINT OF BEGINNING**; said described tract containing 104894 Square Feet (2.41 Acres) more or less.

#### **BOUNDARY DESCRIPTION**

**PARCEL 12**

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

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southwest corner of Section 22; thence, leaving said south line, continue South 89° 12' 06" East, along a projection of last said course, for a distance of 4909.73 feet; thence run North 00° 26' 30" East for a distance of 2922.40 feet; thence run South 89° 33' 30" East for a distance of 498.85 feet to the **POINT OF BEGINNING**; thence run North 36° 57' 11" West for a distance of 1555.83 feet; thence run North 88° 40' 42" East for a distance of 113.41 feet; thence run South 69° 06' 52" East for a distance of 43.96 feet; thence run South 35° 51' 49" East for a distance of 264.85 feet; thence run South 36° 09' 46" East for a distance of 881.15 feet; thence run North 58° 04' 24" East for a distance of 157.97 feet; thence run South 36° 50' 14" East for a distance of 283.54 feet; thence run South 50° 57' 32" West for a distance of 255.34 feet to the **POINT OF BEGINNING**; said described tract containing 204962 Square Feet (4.71 Acres) more or less.

**BOUNDARY DESCRIPTION****PARCEL 13**

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01° 11' 41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, continue South 01° 11' 41" East for a distance of 6406.75 feet; thence run South 90° 00' 00" East for a distance of 3346.79 feet; thence run South 35° 52' 44" East for a distance of 50.04 feet to the **POINT OF BEGINNING**; thence run North 51° 40' 05" East for a distance of 200.01 feet; thence run South 37° 41' 36" East for a distance of 200.00 feet; thence run South 51° 40' 05" West for a distance of 200.01 feet; thence run North 37° 41' 36" West for a distance of 200.00 feet to the **POINT OF BEGINNING**; said described tract containing 40,000 Square Feet (0.92 Acres) more or less.

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

A parcel of land situated in the Southeast Quarter of Section 10, the Southwest Quarter of Section 11, the Northwest Quarter of Section 14, and the Northeast Quarter of Section 15, all lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01° 11' 41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, continue South 01° 11' 41" East for a distance of 2820.55 feet; thence run North 90° 00' 00" East for a distance of 5006.66 feet; thence run South 07° 34' 55" East for a distance of 291.77 feet to

the **POINT OF BEGINNING**; said point also being the Point of Curvature of a to the right, having a radius of 450.00 feet, a central angle of  $82^{\circ} 31' 56''$ , a chord length of 593.60 feet and a chord bearing of North  $54^{\circ} 23' 36''$  West; thence continue along the arc of said curve for a distance of 648.21 feet to the Point of Tangency of said curve; to the Point of Curvature of a curve to the right, having a radius of 850.00 feet, a central angle of  $39^{\circ} 46' 06''$ , a chord length of 578.20 feet and a chord bearing of North  $06^{\circ} 45' 25''$  East; thence continue along the arc of said curve for a distance of 589.97 feet to the Point of Tangency of said curve; thence run North  $83^{\circ} 48' 18''$  East for a distance of 126.62 feet; thence run South  $79^{\circ} 56' 22''$  East for a distance of 194.61 feet; thence run South  $68^{\circ} 41' 31''$  East for a distance of 98.73 feet; thence run South  $59^{\circ} 40' 04''$  East for a distance of 410.90 feet; thence run South  $62^{\circ} 03' 49''$  East for a distance of 55.81 feet; thence run South  $00^{\circ} 00' 00''$  West for a distance of 344.85 feet; thence run South  $54^{\circ} 26' 44''$  West for a distance of 490.26 feet to the **POINT OF BEGINNING**; said described tract containing 642,420 Square Feet (14.75 Acres) more or less.

## **BOUNDARY DESCRIPTION**

### **PARCEL 15**

A parcel of land situated in the South Half of Section 2, the South Half of Section 3, the Section 10, Section 11, the Northwest Quarter of Section 12, and the North Half of Section 14, all lying in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run  $S 01^{\circ} 11' 41''$  E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, run North  $69^{\circ} 44' 02''$  East for a distance of 1888.58 feet to the **POINT OF BEGINNING**; thence run North  $25^{\circ} 45' 16''$  West for a distance of 481.82 feet; thence run North  $81^{\circ} 09' 43''$  West for a distance of 59.42 feet; thence run North  $81^{\circ} 09' 43''$  West for a distance of 185.85 feet; thence run North  $62^{\circ} 18' 29''$  West for a distance of 496.27 feet; thence run North  $71^{\circ} 59' 45''$  West for a distance of 436.36 feet; thence run North  $29^{\circ} 43' 26''$  West for a distance of 116.16 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 5573.00 feet, a central angle of  $02^{\circ} 59' 23''$ , a chord length of 290.76 feet and a chord bearing of North  $21^{\circ} 51' 01''$  East; thence continue along the arc of said curve for a distance of 290.79 feet to the Point of Tangency of said curve; thence run North  $23^{\circ} 20' 42''$  East for a distance of 2283.23 feet; thence run South  $89^{\circ} 36' 29''$  East for a distance of 1189.33 feet; thence run South  $89^{\circ} 30' 28''$  East for a distance of 2653.59 feet; thence run South  $89^{\circ} 41' 40''$  East for a distance of 1171.29 feet; thence run South  $89^{\circ} 37' 23''$  East for a distance of 2777.60 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 933.58 feet, a central angle of  $20^{\circ} 11' 55''$ , a chord length of 327.42 feet and a chord bearing of South  $31^{\circ} 44' 29''$  East; thence continue along the arc of said curve for a distance of 329.12 feet to the Point of Tangency of said curve; thence run South  $47^{\circ} 46' 41''$  East for a distance of 82.93 feet; thence run South  $52^{\circ} 04' 49''$  East for a distance of 132.87 feet; thence run South  $47^{\circ} 56' 17''$  East for a distance of 131.97 feet; thence run South  $43^{\circ} 39' 27''$  East for a distance of 219.95 feet; thence run South  $47^{\circ} 05' 54''$  East for a distance of 110.38 feet; thence run South  $48^{\circ} 56' 41''$  East for a distance of 146.19 feet; thence run South  $47^{\circ} 15' 57''$  East for a distance of 241.86 feet; thence run South  $48^{\circ} 42' 27''$  East for a distance of 132.21 feet; thence run South  $47^{\circ} 50' 34''$  East for a distance of 394.17 feet; thence run South  $58^{\circ} 00' 31''$  East for a distance of 55.86 feet; thence run South  $61^{\circ} 34' 18''$  East for a distance of 172.94 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 215.29 feet, a central angle of  $19^{\circ} 42' 14''$ , a chord length of 73.67 feet and a chord bearing of South  $48^{\circ} 47' 12''$  East; thence continue along the arc of said curve for a distance of 74.04 feet to the Point of Tangency of said curve; thence run South  $36^{\circ} 46' 33''$  East for a distance of 135.19

feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1202.92 feet, a central angle of  $05^{\circ} 19' 32''$ , a chord length of 111.77 feet and a chord bearing of South  $39^{\circ} 51' 48''$  East; thence continue along the arc of said curve for a distance of 111.81 feet to the Point of Tangency of said curve; thence run South  $45^{\circ} 55' 49''$  East for a distance of 165.30 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 804.28 feet, a central angle of  $11^{\circ} 55' 01''$ , a chord length of 166.98 feet and a chord bearing of South  $49^{\circ} 47' 39''$  East; thence continue along the arc of said curve for a distance of 167.28 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 755.49 feet, a central angle of  $10^{\circ} 30' 16''$ , a chord length of 138.32 feet and a chord bearing of South  $37^{\circ} 23' 04''$  East; thence continue along the arc of said curve for a distance of 138.51 feet to the Point of Tangency of said curve; thence run South  $42^{\circ} 21' 46''$  East for a distance of 90.78 feet; thence run South  $44^{\circ} 01' 17''$  East for a distance of 129.79 feet; thence run South  $41^{\circ} 25' 54''$  East for a distance of 78.10 feet; thence run South  $42^{\circ} 37' 58''$  East for a distance of 67.53 feet; thence run South  $47^{\circ} 23' 37''$  East for a distance of 68.84 feet; thence run South  $45^{\circ} 20' 06''$  East for a distance of 218.33 feet; thence run South  $58^{\circ} 58' 26''$  West for a distance of 55.49 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1641.21 feet, a central angle of  $03^{\circ} 59' 18''$ , a chord length of 114.22 feet and a chord bearing of South  $55^{\circ} 28' 16''$  West; thence continue along the arc of said curve for a distance of 114.24 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 4131.85 feet, a central angle of  $02^{\circ} 49' 02''$ , a chord length of 203.15 feet and a chord bearing of South  $51^{\circ} 48' 07''$  West; thence continue along the arc of said curve for a distance of 203.17 feet to the Point of Tangency of said curve; thence run South  $49^{\circ} 02' 51''$  West for a distance of 108.76 feet; thence run South  $46^{\circ} 01' 47''$  West for a distance of 79.74 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 443.22 feet, a central angle of  $15^{\circ} 59' 08''$ , a chord length of 123.26 feet and a chord bearing of South  $50^{\circ} 35' 56''$  West; thence continue along the arc of said curve for a distance of 123.66 feet to the Point of Tangency of said curve; thence run South  $60^{\circ} 09' 41''$  West for a distance of 181.47 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 710.22 feet, a central angle of  $11^{\circ} 33' 22''$ , a chord length of 143.00 feet and a chord bearing of South  $60^{\circ} 27' 02''$  West; thence continue along the arc of said curve for a distance of 143.24 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 492.05 feet, a central angle of  $13^{\circ} 30' 18''$ , a chord length of 115.71 feet and a chord bearing of South  $76^{\circ} 04' 33''$  West; thence continue along the arc of said curve for a distance of 115.98 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 546.64 feet, a central angle of  $17^{\circ} 58' 15''$ , a chord length of 170.75 feet and a chord bearing of South  $76^{\circ} 57' 44''$  West; thence continue along the arc of said curve for a distance of 171.45 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 1076.64 feet, a central angle of  $12^{\circ} 30' 49''$ , a chord length of 234.68 feet and a chord bearing of South  $63^{\circ} 22' 26''$  West; thence continue along the arc of said curve for a distance of 235.14 feet to the Point of Tangency of said curve; thence run South  $55^{\circ} 02' 30''$  West for a distance of 105.98 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 608.76 feet, a central angle of  $18^{\circ} 08' 12''$ , a chord length of 191.90 feet and a chord bearing of South  $48^{\circ} 51' 51''$  West; thence continue along the arc of said curve for a distance of 192.70 feet to the Point of Tangency of said curve; thence run South  $48^{\circ} 01' 50''$  West for a distance of 57.75 feet; thence run South  $50^{\circ} 32' 24''$  West for a distance of 54.40 feet; thence run South  $54^{\circ} 20' 04''$  West for a distance of 78.10 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 1713.75 feet, a central angle of  $05^{\circ} 42' 35''$ , a chord length of 170.71 feet and a chord bearing of South  $59^{\circ} 54' 24''$  West; thence continue along the arc of said curve for a distance of 170.78 feet to the Point of Tangency of said curve; thence run South  $63^{\circ} 15' 19''$  West for a distance of 185.04 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 5180.89 feet, a central angle of  $03^{\circ} 16' 25''$ , a chord length of 295.98 feet and a chord bearing of South  $67^{\circ} 17' 28''$  West; thence continue along the arc of said curve for a distance of 296.02 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 2320.13 feet, a central angle of  $04^{\circ} 46' 40''$ , a chord length of 193.42 feet and a chord bearing of South  $70^{\circ} 39' 40''$  West; thence continue along the arc of said curve for a distance of 193.48 feet to the Point of Curvature of a non-tangent curve to the right, having a

radius of 2989.77 feet, a central angle of  $05^{\circ} 14' 54''$ , a chord length of 273.77 feet and a chord bearing of South  $76^{\circ} 13' 10''$  West; thence continue along the arc of said curve for a distance of 273.86 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 2739.80 feet, a central angle of  $02^{\circ} 01' 01''$ , a chord length of 96.44 feet and a chord bearing of South  $79^{\circ} 09' 10''$  West; thence continue along the arc of said curve for a distance of 96.45 feet to the Point of Tangency of said curve; thence run South  $80^{\circ} 31' 52''$  West for a distance of 210.39 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 614.62 feet, a central angle of  $10^{\circ} 34' 49''$ , a chord length of 113.34 feet and a chord bearing of South  $11^{\circ} 02' 13''$  East; thence continue along the arc of said curve for a distance of 113.50 feet to the Point of Tangency of said curve; thence run South  $18^{\circ} 13' 33''$  East for a distance of 37.32 feet; thence run South  $22^{\circ} 07' 17''$  East for a distance of 36.83 feet; thence run South  $26^{\circ} 17' 52''$  East for a distance of 54.93 feet; thence run South  $21^{\circ} 30' 44''$  East for a distance of 40.07 feet; thence run South  $26^{\circ} 57' 18''$  East for a distance of 222.03 feet; thence run South  $25^{\circ} 11' 38''$  East for a distance of 75.98 feet; thence run South  $28^{\circ} 36' 10''$  East for a distance of 44.87 feet; thence run South  $26^{\circ} 48' 30''$  East for a distance of 197.55 feet; thence run South  $24^{\circ} 21' 12''$  East for a distance of 79.16 feet to the Point of Curvature of a non-tangent curve to the right, having a radius of 989.49 feet, a central angle of  $09^{\circ} 41' 34''$ , a chord length of 167.19 feet and a chord bearing of South  $20^{\circ} 09' 13''$  East; thence continue along the arc of said curve for a distance of 167.39 feet to the Point of Tangency of said curve; thence run South  $13^{\circ} 27' 43''$  East for a distance of 173.54 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 588.89 feet, a central angle of  $14^{\circ} 57' 19''$ , a chord length of 153.28 feet and a chord bearing of South  $16^{\circ} 06' 45''$  East; thence continue along the arc of said curve for a distance of 153.71 feet to the Point of Tangency of said curve; thence run South  $24^{\circ} 04' 37''$  East for a distance of 69.25 feet; thence run South  $26^{\circ} 37' 24''$  East for a distance of 165.85 feet; thence run South  $26^{\circ} 18' 13''$  East for a distance of 200.88 feet; thence run South  $24^{\circ} 28' 56''$  East for a distance of 209.16 feet; thence run South  $86^{\circ} 16' 32''$  West for a distance of 8.39 feet; thence run South  $89^{\circ} 22' 53''$  West for a distance of 1229.29 feet; thence run South  $00^{\circ} 38' 05''$  East for a distance of 855.59 feet; thence run South  $66^{\circ} 19' 18''$  West for a distance of 79.30 feet; thence run South  $85^{\circ} 55' 28''$  West for a distance of 191.71 feet; thence run North  $81^{\circ} 26' 04''$  West for a distance of 495.04 feet; thence run North  $59^{\circ} 57' 17''$  West for a distance of 200.75 feet; thence run North  $67^{\circ} 26' 57''$  West for a distance of 149.65 feet; thence run North  $58^{\circ} 39' 09''$  West for a distance of 228.17 feet; thence run North  $72^{\circ} 46' 47''$  West for a distance of 92.79 feet; thence run North  $64^{\circ} 19' 14''$  West for a distance of 193.73 feet; thence run South  $89^{\circ} 45' 56''$  West for a distance of 237.01 feet; thence run South  $67^{\circ} 53' 31''$  West for a distance of 337.35 feet; thence run North  $86^{\circ} 49' 59''$  West for a distance of 268.06 feet; thence run North  $70^{\circ} 30' 47''$  West for a distance of 150.85 feet; thence run North  $10^{\circ} 30' 49''$  West for a distance of 37.68 feet; thence run North  $62^{\circ} 59' 33''$  West for a distance of 187.75 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 800.00 feet, a central angle of  $36^{\circ} 58' 07''$ , a chord length of 507.27 feet and a chord bearing of North  $20^{\circ} 55' 27''$  East; thence continue along the arc of said curve for a distance of 516.18 feet to the Point of Curvature of a curve to the right, having a radius of 1500.00 feet, a central angle of  $12^{\circ} 51' 52''$ , a chord length of 336.08 feet and a chord bearing of North  $08^{\circ} 52' 19''$  East; thence continue along the arc of said curve for a distance of 336.79 feet to the Point of Tangency of said curve; thence run North  $15^{\circ} 18' 15''$  East for a distance of 150.74 feet; thence run North  $85^{\circ} 41' 15''$  West for a distance of 436.66 feet; thence run North  $28^{\circ} 18' 30''$  East for a distance of 639.86 feet; thence run South  $62^{\circ} 53' 29''$  East for a distance of 8.86 feet; thence run North  $27^{\circ} 06' 31''$  East for a distance of 410.00 feet; thence run North  $62^{\circ} 53' 29''$  West for a distance of 320.00 feet; thence run South  $27^{\circ} 06' 31''$  West for a distance of 300.39 feet; thence run North  $72^{\circ} 27' 35''$  West for a distance of 89.22 feet; thence run North  $07^{\circ} 59' 01''$  East for a distance of 1555.84 feet; thence run South  $81^{\circ} 51' 19''$  East for a distance of 238.93 feet; thence run North  $23^{\circ} 53' 18''$  East for a distance of 485.36 feet; thence run North  $42^{\circ} 11' 34''$  West for a distance of 125.73 feet; thence run North  $42^{\circ} 35' 11''$  East for a distance of 547.20 feet; thence run North  $33^{\circ} 43' 48''$  West for a distance of 937.06 feet; thence run North  $56^{\circ} 04' 38''$  East for a distance of 106.39 feet; thence run North  $00^{\circ} 41' 23''$  East for a distance of 80.00 feet; thence run North  $89^{\circ} 18' 37''$  West for a distance of 118.69 feet; thence

run South 25° 15' 47" West for a distance of 87.97 feet; thence run South 25° 15' 47" West for a distance of 193.14 feet; thence run South 39° 17' 22" West for a distance of 42.16 feet; thence run South 59° 56' 05" West for a distance of 113.98 feet; thence run South 78° 27' 34" West for a distance of 144.58 feet; thence run North 81° 39' 22" West for a distance of 112.44 feet; thence run North 64° 02' 09" West for a distance of 94.86 feet; thence run North 44° 41' 48" West for a distance of 99.12 feet; thence run North 29° 21' 28" West for a distance of 199.19 feet; thence run North 29° 21' 28" West for a distance of 92.43 feet; thence run North 89° 18' 37" West for a distance of 2259.92 feet; thence run South 13° 23' 33" West for a distance of 82.01 feet; thence run South 13° 23' 33" West for a distance of 33.98 feet; thence run South 33° 41' 25" West for a distance of 83.46 feet; thence run South 52° 29' 15" West for a distance of 115.56 feet; thence run South 76° 33' 04" West for a distance of 87.58 feet; thence run North 83° 00' 28" West for a distance of 98.88 feet; thence run North 59° 25' 16" West for a distance of 47.32 feet; thence run North 87° 37' 26" West for a distance of 223.33 feet; thence run North 80° 36' 05" West for a distance of 239.07 feet; thence run North 80° 36' 05" West for a distance of 51.75 feet; thence run South 24° 20' 45" West for a distance of 723.34 feet; thence run South 65° 39' 15" East for a distance of 50.00 feet; thence run South 65° 39' 15" East for a distance of 95.66 feet; thence run North 88° 16' 29" East for a distance of 308.17 feet; thence run North 79° 15' 50" East for a distance of 568.08 feet; thence run South 81° 48' 58" East for a distance of 219.81 feet; thence run North 80° 15' 41" East for a distance of 686.73 feet; thence run South 30° 04' 07" East for a distance of 396.73 feet; thence run South 09° 55' 31" East for a distance of 413.70 feet; thence run South 00° 07' 45" East for a distance of 1878.82 feet; thence run North 80° 57' 24" West for a distance of 100.68 feet; thence run South 82° 37' 48" West for a distance of 186.02 feet; thence run South 55° 55' 24" West for a distance of 76.90 feet; thence run South 18° 02' 44" West for a distance of 21.02 feet; thence run South 48° 03' 21" West for a distance of 26.46 feet; thence run South 73° 54' 00" West for a distance of 60.34 feet; thence run South 20° 25' 31" East for a distance of 41.39 feet; thence run South 59° 13' 16" West for a distance of 59.80 feet; thence run South 59° 13' 16" West for a distance of 98.72 feet to the Point of Curvature of a curve to the right, having a radius of 264.65 feet, a central angle of 71° 35' 20", a chord length of 309.58 feet and a chord bearing of North 84° 59' 04" West; thence continue along the arc of said curve for a distance of 330.67 feet to the Point of Tangency of said curve; thence run North 49° 11' 24" West for a distance of 101.75 feet to the Point of Curvature of a curve to the right, having a radius of 338.96 feet, a central angle of 45° 19' 37", a chord length of 261.22 feet and a chord bearing of North 26° 31' 35" West; thence continue along the arc of said curve for a distance of 268.16 feet to the Point of Tangency of said curve; thence run North 03° 51' 47" West for a distance of 162.76 feet; thence run South 85° 33' 23" West for a distance of 1648.85 feet; thence run North 03° 09' 57" West for a distance of 238.00 feet; thence run North 87° 14' 00" East for a distance of 522.58 feet; thence run South 44° 27' 55" East for a distance of 50.00 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 525.00 feet, a central angle of 22° 45' 11", a chord length of 207.12 feet and a chord bearing of North 34° 09' 29" East; thence continue along the arc of said curve for a distance of 208.49 feet to the Point of Tangency of said curve; thence run North 22° 46' 54" East for a distance of 325.55 feet to the Point of Curvature of a curve to the left, having a radius of 225.00 feet, a central angle of 43° 34' 50", a chord length of 167.04 feet and a chord bearing of North 00° 59' 29" East; thence continue along the arc of said curve for a distance of 171.14 feet to the Point of Tangency of said curve; thence run North 20° 47' 56" West for a distance of 175.82 feet to the **POINT OF BEGINNING**; said described tract containing 39,182,714 Square Feet (899.51 Acres) more or less. **ALSO,**

LESS AND EXCEPT  
ALABAMA ENCLAVE PARCEL  
(14.84 ACRES +/-)

COMMENCE AT A CONCRETE MONUMENT BEING THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA, AND ALABAMA; THENCE NORTH 73°36'00" EAST A DISTANCE OF 9020.00 FEET TO



AN IRON PIN LYING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE (50' ROW) OF AN UNNAMED DIRT ROAD AND THE NORTH RIGHT-OF-WAY LINE (50' ROW) OF AN UNNAMED PAVED ROAD; SAID IRON PIN BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED ALABAMA ENCLAVE PARCEL:

FROM SAID POINT OF BEGINNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 4115.96 FEET, A CHORD BEARING OF SOUTH 89°20'44" WEST, A CHORD DISTANCE OF 25.65 FEET, AND AN ARC DISTANCE OF 25.65 FEET TO AN IRON PIN; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°31'27" WEST A DISTANCE OF 123.63 FEET TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 3452.55 FEET, A CHORD BEARING OF NORTH 86°23'55" WEST, A CHORD DISTANCE OF 490.94 FEET, AND AN ARC DISTANCE OF 491.36 FEET TO AN IRON PIN; THENCE NORTH 82°19'18" WEST A DISTANCE OF 140.62 FEET TO AN IRON PIN; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°14'16" EAST A DISTANCE OF 825.99 FEET TO AN IRON PIN; THENCE NORTH 90°00'00" EAST A DISTANCE OF SOUTH 31°54'02" EAST A DISTANCE OF 63.70 FEET TO AN IRON PIN; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 26°23'22" EAST A DISTANCE OF 77.60 FEET TO AN IRON PIN; THENCE SOUTH 22°20'00" EAST A DISTANCE OF 12.15 FEET TO AN IRON PIN; THENCE SOUTH 10°11'27" WEST A DISTANCE OF 36.08 FEET TO AN IRON PIN; THENCE SOUTH 23°36'26" WEST A DISTANCE OF 95.07 FEET TO AN IRON PIN; THENCE SOUTH 20°23'59" WEST A DISTANCE OF 13.45 FEET TO AN IRON PIN; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1724.02 FEET, A CHORD BEARING OF SOUTH 04°48'31" EAST. A CHORD DISTANCE OF 230.09 FEET, AND AN ARC DISTANCE OF 230.26 FEET TO AN IRON PIN; THENCE SOUTH 08°38'06" EAST A DISTANCE OF 160.84 FEET TO AN IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1074.27 FEET, A CHORD BEARING OF SOUTH 02°51'36" EAST, A CHORD DISTANCE OF 216.19 FEET, AND AN ARC DISTANCE OF 216.55 FEET TO AN IRON PIN BEING THE POINT OF BEGINNING. ALL LYING IN AND BEING A PART OF SECTION 11, TOWNSHIP 15 SOUTH RANGE 8 EAST, CALHOUN COUNTY, ALABAMA, AND CONTAINING 14.84 ACRES MORE OR LESS.

#### **BOUNDARY DESCRIPTION**

#### **ALSO LESS AND EXCEPT FROM PARCEL 15**

A PARCEL OF LAND SITUATED IN THE WEST HALF OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS DISK FOUND AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA; THENCE RUN SOUTH 01° 11' 41" EAST ALONG THE WEST LINE OF SAID SECTION 10 FOR A DISTANCE OF 1417.82 FEET; THENCE LEAVING SAID WEST LINE RUN NORTH 88° 48' 19" EAST FOR A DISTANCE OF 6131.97 FEET TO THE **POINT OF BEGINNING**; THENCE RUN SOUTH 42° 10' 44" EAST FOR A DISTANCE OF 694.08 FEET; THENCE RUN SOUTH 24° 39' 54" WEST FOR A DISTANCE OF 886.53 FEET; THENCE RUN SOUTH 89° 48' 23" WEST FOR A DISTANCE OF 263.25 FEET; THENCE RUN SOUTH 23° 20' 17" WEST FOR A DISTANCE OF 466.03 FEET; THENCE RUN NORTH 62° 53' 23" WEST FOR A DISTANCE OF 21.61 FEET; THENCE RUN NORTH 07° 40' 21" EAST FOR A DISTANCE OF 1306.86 FEET; THENCE RUN NORTH 23° 53' 18" EAST FOR A DISTANCE OF 485.36 FEET TO THE **POINT OF BEGINNING**; SAID

DESCRIBED TRACT CONTAINING 649,955 SQUARE FEET (14.92 ACRES) MORE OR LESS.

**BOUNDARY DESCRIPTION  
ALSO LESS AND EXCEPT FROM PARCEL 15**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 11, 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 CORDER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA; THENCE RUN S 01° 11' 41" E ALONG THE WEST LINE OF SAID SECTION, FOR A DISTANCE OF 2653.78 FEET TO AN AXLE FOUND AT THE PURPORTED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE CONTINUE SOUTH 01° 11' 41" EAST FOR A DISTANCE OF 1530.34 FEET; THENCE LEAVING SAID WEST LINE RUN NORTH 88° 48' 19" EAST FOR A DISTANCE OF 5433.64 FEET TO THE **POINT OF BEGINNING**; THENCE RUN NORTH 28° 18' 28" EAST FOR A DISTANCE OF 498.69 FEET THENCE RUN SOUTH 64° 50' 40" EAST FOR A DISTANCE OF 493.44 FEET; THENCE RUN SOUTH 01° 02' 33" EAST FOR A DISTANCE OF 106.62 FEET; THENCE RUN NORTH 90° 00' 00" WEST FOR A DISTANCE OF 160.87 FEET; THENCE RUN SOUTH 29° 42' 57" WEST FOR A DISTANCE OF 179.09 FEET; THENCE RUN NORTH 85° 41' 15" WEST FOR A DISTANCE OF 436.66 FEET TO THE **POINT OF BEGINNING**; SAID DESCRIBED TRACT CONTAINING 184,935 SQUARE FEET (4.25 ACRES) MORE OR LESS.

**BOUNDARY DESCRIPTION  
ALSO LESS AND EXCEPT FROM PARCEL 15**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS DISK FOUND AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 8 EAST, HUNTSVILLE MERIDIAN, CALHOUN COUNTY, ALABAMA; THENCE RUN S 01° 11' 41" E ALONG THE WEST LINE OF SAID SECTION, FOR A DISTANCE OF 2653.78 FEET TO AN AXLE FOUND AT THE PURPORTED NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE CONTINUE SOUTH 01° 11' 41" EAST FOR A DISTANCE OF 1530.34 FEET; THENCE LEAVING SAID WEST LINE RUN NORTH 88° 48' 19" EAST FOR A DISTANCE OF 5433.64 FEET; THENCE RUN SOUTH 85° 41' 15" EAST FOR A DISTANCE OF 436.66 FEET TO THE **POINT OF BEGINNING**; THENCE RUN SOUTH 85° 46' 07" EAST FOR A DISTANCE OF 256.15 FEET; THENCE RUN SOUTH 02° 11' 36" WEST FOR A DISTANCE OF 50.43 FEET; THENCE RUN SOUTH 35° 44' 14" WEST FOR A DISTANCE OF 195.80 FEET; THENCE RUN SOUTH 14° 01' 08" WEST FOR A DISTANCE OF 15.98 FEET; THENCE RUN NORTH 70° 49' 20" WEST FOR A DISTANCE OF 94.40 FEET; THENCE RUN NORTH 03° 41' 42" EAST FOR A DISTANCE OF 60.21 FEET; THENCE RUN NORTH 89° 06' 11" WEST FOR A DISTANCE OF 91.35 FEET; TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 00° 13' 46", A CHORD LENGTH OF 6.01 FEET AND A CHORD BEARING OF NORTH 14° 50' 23" EAST; THENCE CONTINUE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 6.01 FEET TO THE POINT OF TANGENCY OF

SAID CURVE; THENCE RUN NORTH 15° 18' 15" EAST FOR A DISTANCE OF 150.74 FEET TO THE **POINT OF BEGINNING**; SAID DESCRIBED TRACT CONTAINING 45,990 SQUARE FEET (1.06 ACRES) MORE OR LESS.

Containing a net total of 4,692.76 acres.

**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, COVENANTS, AND RESTRICTIVE ACCESS EASEMENTS**

**A.** The property is being conveyed prior to remediation by the Grantor. The Governor of Alabama has agreed to defer the requirement that the Grantor provide a covenant warranting that all remedial actions necessary to protect the human health and the environment have been taken before the date of transfer.

**B.** Under the provisions of CERCLA §120(h)(3)(C)(iii), when all response actions necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer have been taken, Grantor shall execute and deliver to the Grantee a supplemental agreement to this quitclaim deed containing a warranty that all such response actions have been taken. The making of the warranty shall be considered to satisfy the requirements of CERCLA §120 (h)(3)(A)(ii)(I).

**C.** Any additional remedial action under CERCLA found to be necessary after the grant of the deferred warranty with respect to such hazardous substances remaining on the Property at the time of transfer shall be conducted by the United States, as required by CERCLA §120(h)(3)(A)(ii)(II).

**D.** 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 such notice as is reasonable 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.

**E.** The Grantor has prepared a Finding of Suitability For Early Transfer (FOSET), concurred in by the Governor for the State of Alabama, copies of which have been furnished to the Grantee and to the Anniston, AL Public Library and the Jacksonville, AL Public Library, that the property is suitable for early transfer on the basis of the following findings:

1. The property is suitable for transfer for the use intended by the Grantee and the intended use is consistent with protection of human health and the environment.
2. This deed and other agreements govern the transfer between the United States and the Grantee, to include the Cleanup Agreement (copies of which are located Anniston, AL Public Library and the Jacksonville, AL Public Library) between the JPA and the Alabama Department of Environmental Management (ADEM), and the Environmental Services

Cooperative Agreement (ESCA) between the U.S. Army and the JPA, contains the assurances set forth in CERCLA §120 (h)(3)(C)(ii), including: (1) the protection of human health and the environment; (2) no disruption of any pending or ongoing response actions or corrective actions, or oversight activities; (3) provision for schedules for investigation and completion of response actions; and (4) the use of covenants/restrictions and Land Use Controls (LUCs) necessary to protect human health and/or the environment after the early transfer, and to prevent interference with any existing or planned environmental restoration activities.

3. The Grantor has provided notice, by publication in a newspaper of general circulation in the vicinity of the property, of the proposed transfer and of the opportunity for the public to submit, within a period of no less than 30 days after the date of the notice, written comments on the suitability of the property for transfer.
4. The deferral and transfer of the property will not substantially delay any necessary response actions at the property.
5. Grantor will submit a budget request to the Director of the Office of Management and Budget that adequately addresses schedules for the investigation and completion of all necessary response actions, subject to congressional authorizations and appropriations.

## **2. ENVIRONMENTAL PROTECTION PROVISIONS**

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

Except as otherwise agreed to by the Grantor and the Grantee regarding the Grantee's clean-up responsibilities for portions of the property, 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 due to a violation by the Grantee, its successors or assigns, of any of the land use restrictions contained in this Provision 2. The Grantor shall not incur liability for response action or corrective action found to be necessary after the date of transfer, to the extent that the person or entity to whom the property is transferred, or other non-Army entities, are identified as the party responsible for contamination of the property.

### **B. Notice of the presence of Asbestos-Containing Materials (ACM) 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 as described in the Environmental Baseline Survey (hereinafter "EBS") and referenced asbestos surveys provided to the Grantee. Except as provided in Subsection 2. below, the ACM on the Property does not

currently pose a threat to human health or the environment and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

2. The buildings and structures identified in Exhibit 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, assumes no liability for damages for personal injury, illness, disability, death or Property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to asbestos or ACM on any portion of the Property arising prior to the Grantor's conveyance or lease of such portion of the Property to the Grantee.

4. Unprotected or unregulated exposures to asbestos in product manufacturing and building construction workplaces have been associated with asbestos-related diseases. Both the 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.

**C. Notice of the potential for presence of Polychlorinated Biphenyls (PCB) and Covenant:**

1. The Grantee is hereby informed and does acknowledge that equipment containing PCBs may exist on the Property to be conveyed, and is described as fluorescent light ballast ("Light Ballast"). All Light Ballast 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 of off post. Any PCB contamination or spills related to such Light Ballast has been properly remediated prior to conveyance. The Light Ballast does not currently pose a threat to human health or the environment.

2. The Grantee covenants and agrees that its continued possession, use and management of any Light Ballast 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 Ballast 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 Ballast, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of PCBs or PCB containing equipment found to be necessary on the Property.

**D. Notice of the presence of Lead-Based Paint (LBP) and covenant against the use of the property for residential purposes:**

1. The Grantee is hereby informed and does acknowledge that all buildings and Residential Real Property on the Property that were constructed or rehabilitated prior to 1978 (as identified on Exhibit D), 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, and play equipment affixed to land, available for use by residents (but not including land use 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 lead-based paint 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 the 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 lead-based paint and/or lead-based paint hazards at Fort McClellan, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the EBS and (for residential properties) LBP inspections and risk assessment, which has been provided to the Grantee. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention and 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 lead-based paint and/or lead-based paint hazards prior to execution of this document.

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 subsection 1, above, 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, the Grantee, its successor and assigns specifically agree to perform, at their sole expense, the Grantor's abatement requirements 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 successor and assigns, covenant and agree to be responsible for any remediation of lead-based paint or lead-based paint 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 lead-based paint abatement activities.

5. 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 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 the Residential Real Property or a Child-Occupied Facility, the Grantee, its successor and assigns, specifically agree to perform, at its sole expense, the abatement requirements under



Title X or any other 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: (1) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint Department of Housing and Urban (HUD) Development 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; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in subsection 1. above, in accordance with the procedures in 24 CFR 35; (4) Abate lead soil hazards in pre-1978 Residential Real Property, as defined in subsection 1 above, in accordance with the procedures in 24 CFR 35; (5) Abate lead soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Grantor.

7. 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 lead-based paint or lead-based paint 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 attorney's 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 lead-based paint or lead-based paint 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 D 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 covenants, restrictions, and requirements of this section shall be binding upon the Grantee, its successors and assigns, and all future owners and shall be deemed to run with the land. Accordingly, the Grantee, its successors and assigns, covenant that they will include and make legally binding, this section in all subsequent transfers, leases, or conveyance documents. 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. The covenants, restrictions, and requirements of this Section D shall be binding upon the Grantee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee, on behalf of itself, its successors, and assigns, covenants that it will include and make legally binding this Section in all subsequent transfers, leases, or conveyance documents.

**E. Notice of the potential for the presence of Ordnance and Explosives and covenant to remove Ordnance and Explosives (hereinafter "OE"):**

Notice of the potential presence of munitions and explosive concern (MEC). (MEC, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (a) unexploded ordnance (UXO), as defined in 10 U.S.C. 2710(e)(9); (b) discard military munitions (DMM), as defined in 10 U.S.C. 2710(e)(2); or (c) explosive munitions constituents (e.g., TNT, RDX) present in high enough concentrations to pose an explosive hazard.)

Fort McClellan is a former military installation with a history of munitions use and therefore, there is a potential for MEC to be present. Based on a review of existing records and the EE/CA fieldwork data, the portions of the Property that currently contain MEC and Ordnance Related Scraps (ORS) items are divided into the Alpha Area, Bravo Area and Charlie Area (Exhibit E). OE is a safety hazard and may constitute an imminent and substantial endangerment to the local populace and site personnel. End uses for the Alpha, Bravo and Charlie Areas may include development reserve, industrial, mixed business, cultural, retail, active recreation, and passive recreation. Until such time as appropriate response actions are complete in the Alpha Area included in this Deed, the Grantee and assigns are responsible for the administration of land use controls and related measures covering the Alpha Area, as provided in Section 4 hereof. If during these activities, ordnance is discovered, the Grantee or assigns shall be responsible for safely disposing of the ordnance. The Grantee should monitor all visitors or site personnel and provide safety information for personnel that are allowed access to the Alpha area. Upon completion of all OE response actions, and in the event the Grantee, its successors and assign 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 Grantor or competent Grantor designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Grantee.

Ordnance and explosives may be present in the Bravo Area and Charlie Area. The Grantor plans to perform removal actions at the Bravo and Charlie Areas and retains the right to use exclusion zones. Until such time as appropriate response and removal actions are completed by the Grantor in the portions of the Bravo and Charlie Areas included in this Deed, the Grantor is responsible for administration of land use controls and related measures covering the Bravo and Charlie Areas, as provided in Section 3 hereof. The removal actions may have an impact on the Property through use of exclusion zones 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 MEC (OE) on the adjacent property, temporary evacuation (not to exceed twenty-four (24) hours), limited closure of facilities (not to exceed twenty-four (24) hours), and environmental cleanup. In the unlikely event that evacuation is required at

least ten (10) days notice of such evacuation will be provided, except in the case of emergencies, to the Grantee and to its successors and all action will be carried out as expeditiously as possible to minimize inconveniences to the Grantee and assigns. Upon the completion of all OE work within the exclusion zones, all temporary notices and restrictions shall be removed promptly by the Grantor.

#### **F. Notice of Groundwater Monitoring Wells and covenant:**

The Grantee is hereby informed and does acknowledge the presence on the Property of groundwater monitoring wells that are necessary for the Army to complete remedial action or monitoring after the date of transfer of title to the Property, or portions thereof.

#### **G. Notice of Landfills:**

The Grantee is hereby informed and does acknowledge the presence of Landfill/Fill areas on the Property as shown on Exhibit F; Landfill No.1, Parcel 78(6), Landfill No. 2, Parcel 79(6), Landfill No. 3, Parcel 80(6), Landfill No. 4, Parcel 81(5) and Industrial Landfill, Parcel 175(5), Former Post Garbage Dump, Parcel 126(7), Fill Area East of Reilly Air Field, Parcel 227(7), Fill Area NW of Reilly Air Field, Parcel 229(7), Fill Area North of Landfill No. 2, and Fill Area at Range 30, Parcel 231(7). Control measures necessary to protect human health and the environment from any residual contamination and to prevent further access to waste are specified in Section 4 hereof.

#### **H. Notice of the Presence of Endangered Species and Covenant:**

1. Gray bats (*Myotis grisescens*) are known to forage near Cane Creek and its tributary South Branch and Reilly Lake and are known to roost in caves and under bridges in the vicinity. Areas within the Property that are adjacent to Cane Creek and its tributary South Branch and Reilly Lake have been identified as suitable gray bat foraging habitat (Exhibit G). 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.
2. The following measures will limit potential take of gray bats on the portion of the Property identified in Exhibit G. Failure to follow these measures could subject the violator to criminal sanctions of the ESA:
  - a) Gray bats are known to use man-made structures in the vicinity of said portion of the Property identified in Exhibit G. Prior to removing or altering the structure of a bridge, abandoned buildings, 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.
  - b) Trees along Cane Creek and its tributary South Branch and Reilly Lake with

moderate quality foraging habitat provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams and the lake should not be removed. If removal of dead or live trees within 50 feet of this stream is necessary, the FWS should be consulted prior to cutting.

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

d) Use of pesticides, particularly Malathion, should be managed according to a FWS consultation letter dated June 11, 1998. The Grantee should avoid (or eliminate or minimize) fogging in the vicinity of all moderate quality foraging habitat. FWS requested that if Malathion is used it should be sprayed only during daylight hours no earlier than one hour after sunrise and no later than one hour prior to sunset between March 15 and October 31. Use atmospheric conditions to determine appropriate timing for fogging on lands directly adjacent to foraging areas.

**I. Notice of Archaeological Property and Preservation Covenant:**

As to eight archaeological sites located on the Property:, 01CA0114, 01CA0129, 01CA0156, 01CA0157, 01CA0588, 01CA0598, 01CA0618, and 01CA0619. These sites are identified in Exhibit H-1. The portion of the Property identified in Exhibit H-1 is conveyed herein is subject to applicable provisions of the Historic Properties Programmatic Agreement attached hereto as Exhibit H-2 and made a part hereof.

**J. Conditions, Restrictions, and Covenants Binding and Enforceable:**

These restrictions and covenants are binding on the Grantee, its successors, and assigns and shall: run with the land and be forever enforceable by the Grantor and the State of Alabama; shall benefit the public in general and the territory surrounding the Property, including the lands retained by the Grantor; and further the common environmental objectives of the Grantor and the State of Alabama.

**3. INTERIM LAND USE CONTROLS FOR THE BRAVO AND CHARLIE AREAS**

A Land Use Control Assurance Plan ("LUCAP") was entered into between the U.S. Department of the Army, EPA Region 4, ADEM, and JPA on December 12, 2000. The LUCAP recognizes the requirement, and/or need, to impose Interim Land Use Control Implementation Plans (LUCIPs) or final LUCIPs when a final remedy to ensure protection of human health and the environment is approved.

As an Appendix to the LUCAP, Interim LUCIPs for the Bravo and Charlie Areas, have been developed by the Grantor and are attached hereto as Exhibit I. The Interim LUCIPs will remain in effect, shall run with the land and shall be enforceable by the Grantor until final remedy selection occurs, and the need for Interim LUCIPs terminates, and/or final LUCIPs are put into effect. If Final Land Use Controls or LUCIPs are required for the Bravo and Charlie Areas, this Deed will be appropriately amended by the

Grantor and Grantee to provide therefore. Upon determination of final LUCs or LUCIPs Grantor and Grantee shall meet to establish responsibility for the monitoring, maintaining and enforcement of the final LUCs or LUCIPs.

#### **4. INTERIM LAND USE CONTROLS FOR THE ALPHA AREA**

Attached hereto are Deed Notices (Exhibit J) containing interim land use controls and restrictive covenants covering the portions of the Property identified therein, which land use controls are necessary to achieve protection of human health and the environment. These interim land use controls are being imposed pursuant to the Hazardous Wastes Management and Minimization Act, Code of Alabama, 1975, as amended, sections 22-30.1 to 22-30-24 (the "AHWMMA"), and as required by the Grantor to protect human health and the environment and a Cleanup Agreement between the Grantee and the Alabama Department of Environmental Management ("ADEM"). These interim land use controls shall run with the land and be enforceable by the Grantor and ADEM until final land use controls as set forth below are approved by ADEM. The Grantee covenants that it shall include and otherwise make legally binding the restrictions contained in the land use controls in all subsequent lease, transfer or conveyance documents. Upon the approval of final remedies by ADEM under the Cleanup Agreement, for the portions of the Property identified in the Deed Notices, the Grantee will, if required under the Cleanup Agreement, record, in accordance with State law, a notation on this Deed or on some other instrument that is normally examined during title search that will notify any potential purchaser of the property of restrictions on the use of the property as required by ADEM. The Grantee shall maintain the Deed Notice until a release thereof is approved by ADEM under the terms of the Cleanup Agreement.

#### **5. 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.

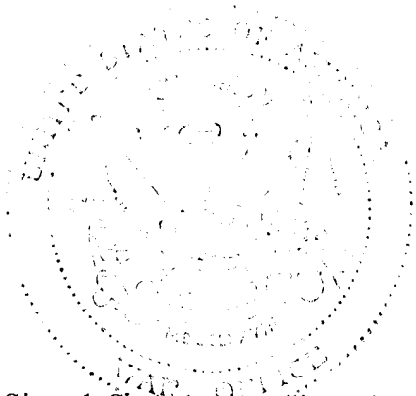
#### **6. INDEMNIFICATION**

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.

#### **7. 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. 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 26 day of September, 2003.



## UNITED STATES OF AMERICA

By: William T. Birney  
 William T. Birney  
 Assistant for Real Property  
 Office of the Deputy Assistant Secretary of the  
 Army (Installations and Housing)

Signed, Sealed and Delivered

In the Presence of:

Witness: Nathan P. Jones  
 NATHAN P. JONES

Witness: George C. Wright  
 GEORGE C. WRIGHT

COMMONWEALTH 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 31st day of Dec, 2005, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, William T. Birney, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 26th day of Sep 2003, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.



Michael Shultz  
 Notary Public

The terms and conditions of this Early Transfer Quitclaim Deed are hereby accepted, subject to the approval of this early transfer by the Governor of the State of Alabama, this 17<sup>th</sup> day of SEPTEMBER, 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: JPA CHAIRMAN

Date: SEPTEMBER 17, 2003

In the presence of:

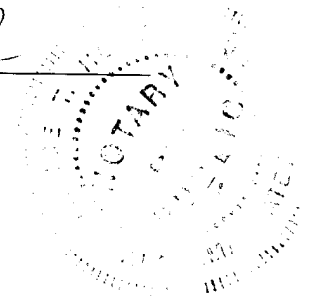
Witness: [Signature]

Witness: [Signature]

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 17<sup>th</sup>, Sept., 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



**FACILITIES**  
**Early Transfer Deed**  
**Ft. McClellan, Alabama**

DEED 3039 330

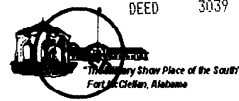
Facility #	Area/Other Meas	Type Space	UM	Year Built
00335	6933	MAINT STORAGE	SF	1941
00336	624	HEAT PLANT BLDG	SF	1941
00413	480	SEP TOILET/SHOWER	SF	1960
00420	48	WATER SUP/TRT BLDG	SF	1961
00426	1200	REC SHELTER	SF	1976
00435	1200	REC SHELTER	SF	1976
00436	734	REC SHELTER	SF	1976
00457	405	SEP TOILET/SHOWER	SF	1982
01617	2284	USAR CENTER	SF	1941
01689	1288	USAR VEH MAINT	SF	1941
01693	2600	STORAGE GP INST	SF	1984
01696	3108	VEH MAINT SHOP	SF	1941
01697	3396	STORAGE GP INST	SF	1941
01698	3108	USAR VEH MAINT	SF	1987
01740	5880	CHAPEL	SF	1936
01998	36	ACCESS CNT FAC	SF	1989
02109	2500	EXCH AUTO SER	SF	1970
03137	48500	ARMY LODGING	SF	1988
03138	5360	VEH MAINT SHOP	SF	1954
03141	400	FLAM MAT STR IN	SF	1954
03144	600	STORAGE GP INST	SF	1964
03172	1003	WK ANIMAL BLDG	SF	1969
03174	1392	STORAGE GP INST	SF	1959
03179	200	STORAGE GP INST	SF	1959
03192	2100	LIMITED USE INST	SF	1961
03194	192	DISPATCH BLDG	SF	1954
03335	3209	FH CO/WO	SF	1958
03337	3209	FH CO/WO	SF	1958
04417	2000	HE MAG INST	SF	1961
04450	525	GEN INST BLDG	SF	1959
04452	90	STORAGE GP INST	SF	1960
04453	120	STORAGE GP INST	SF	1960
04454	120	STORAGE GP INST	SF	1960
04455	120	STORAGE GP INST	SF	1960
04456	1344	GEN INST BLDG	SF	1967
04458	120	SEP TOILET/SHOWER	SF	1981
04459	120	SEP TOILET/SHOWER	SF	1981
04461	896	COV TNG AREA	SF	1983
Y6330	64	SEP TOILET/SHOWER	SF	1967
Y6333	800	REC SHELTER	SF	1976
Y6336	600	REC SHELTER	SF	1973
Y6337	360	REC SHELTER	SF	1971
Y6338	360	REC SHELTER	SF	1971
Y6339	600	REC SHELTER	SF	1974
Y6340	410	REC SHELTER	SF	1971
Y6343	120	SEP TOILET/SHOWER	SF	1976
Y6344	120	SEP TOILET/SHOWER	SF	1976
	60	WTR SUP/TRT BLDG	SF	1978
	110938	Total Building SF: 110,938		

**EXHIBIT A**



# Exhibit B

## Deed 13 Property



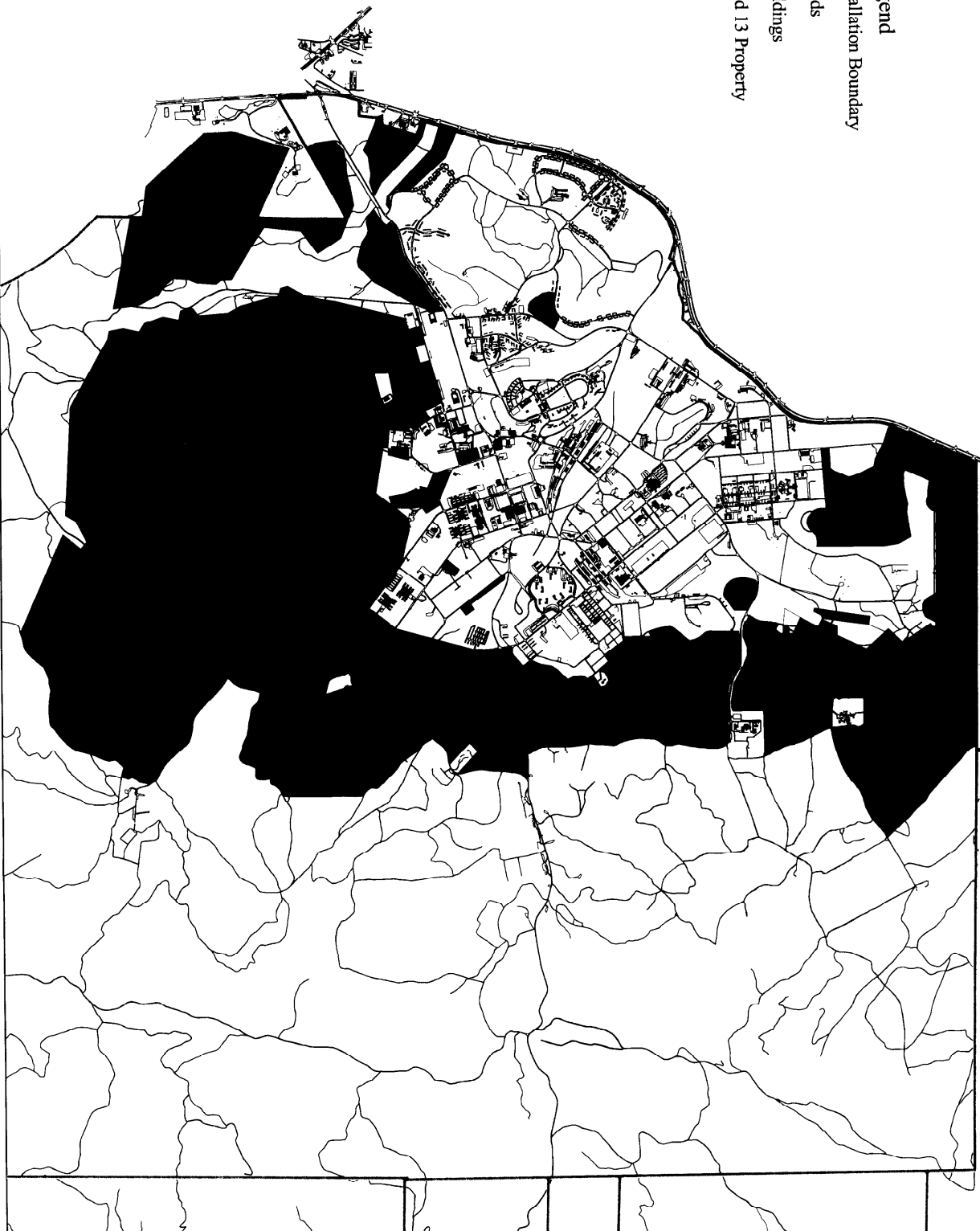
DEED 3039 331

0 1500 3000 4500 Feet

This map was produced on 06 Aug 03.  
By Bill Shanks.  
All data contained herein is  
in Projections of the World: <None>.  
This map is for informational purposes  
only. The boundaries are approximate  
and should not be used for any legal  
description of the boundaries.



- Legend**
- Installation Boundary
  - Roads
  - Buildings
  - Deed 13 Property



**Table 8**  
**Findings of Suitability for Early Transfer**  
**Summary of Asbestos Containing Materials Building Survey**  
**Fort McClellan, Alabama**  
 Page 1 of 1

Building Number	Year Built	Description	Description & Location of ACM	Condition
336	1941	Heating Plant Building	Friable, air-cell type asbestos containing insulation compound is applied to 6-inch pipes located in the building. White cementitious asbestos containing insulation is found on 12-inch piping located in the building.	Fair
1617	1941	US Army Center	Non-friable 12 x 12-inch floor tile mastic found in the building.	Good
1696	1941	Vehicle Maintenance Shop	Asbestos containing transite siding is found on the exterior of the building.	Good
1697	1941	Storage Group Installation	Asbestos containing transite siding is found on the exterior of the building.	Good
1740	1936	Chapel	Non-friable presumed asbestos containing 12x12 and 9x9-inch floor tile and mastic.	Good
2109	1970	Exchange Auto Service	Non-friable asbestos containing 12 x 12-inch floor tile and mastic is found in the building.	Good
3137	1988	Transient Quarters	Non-friable presumed asbestos containing 12x12-inch floor tile and mastic.	Good
3138	1954	Vehicle Maintenance Shop	Friable, white cementitious asbestos containing insulation is found on pipe fittings located throughout the building.	Good
3172	1969	Working Animal Building	Non-friable presumed asbestos containing 12x12-inch floor tile and mastic.	Good
3174	1959	Storage Group Installation	Non-friable presumed asbestos containing 12x12-inch floor tile and mastic.	Good

EXHIBIT D

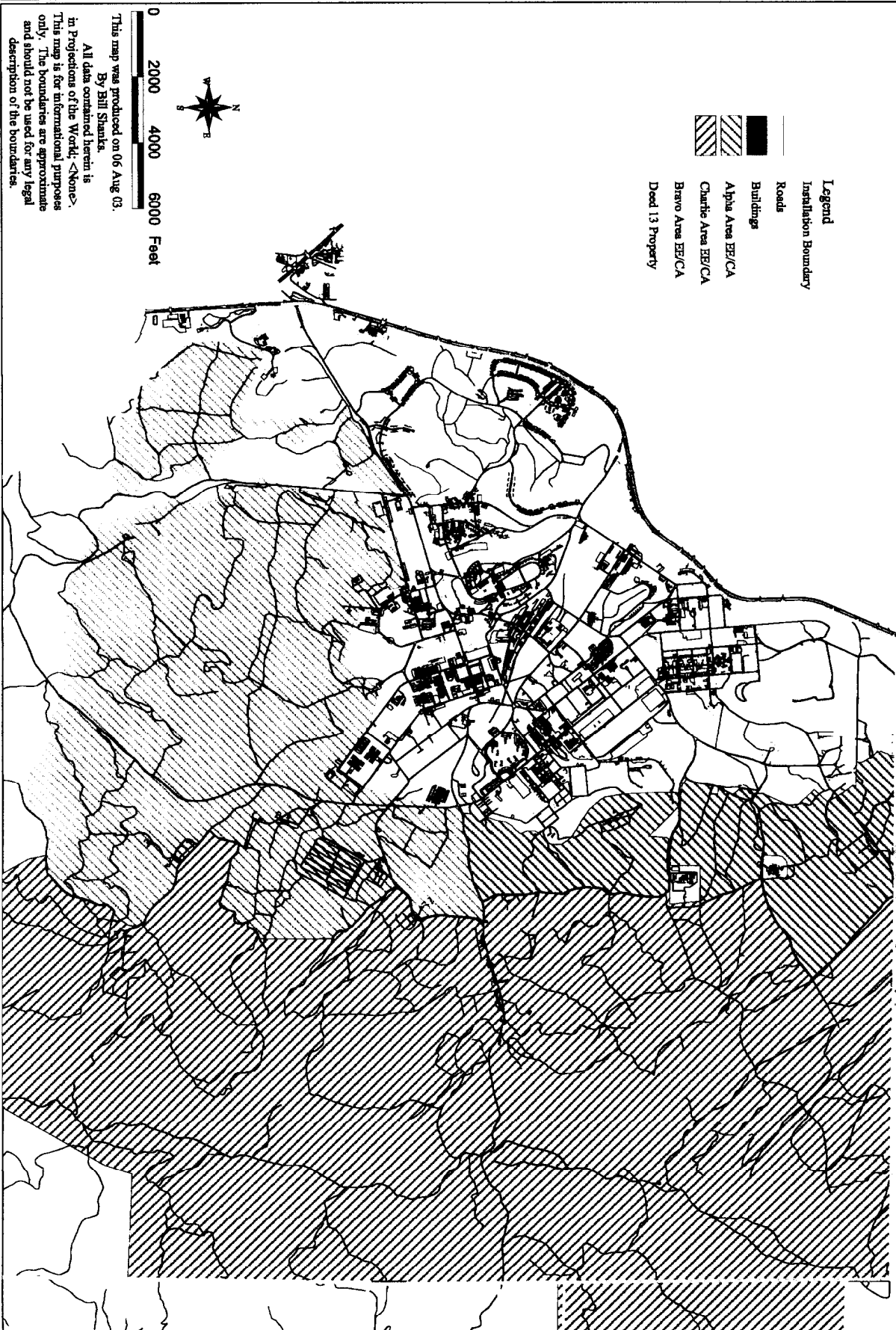
**Table 10**  
**Finding of Suitability for Early Transfer**  
**Summary of Buildings Surveyed for the Presence of Lead-Based Paint (1995 and 2000)**  
**Fort McClellan, Calhoun County, Alabama**

Building No.	Description	LBP Present		LBP Condition/Location I - Interior      E - Exterior	Lead Dust Exceed Standard ( $\mu\text{g}/\text{ft}^2$ ) <sup>a</sup>	Soil Lead Exceed 400 ppm
		Interior	Exterior			
1740	Chapel	Yes	Yes	Fair: I - Room 1: White metal rafter, Room 2: White metal door and casing, Room 3: Tan concrete wall  Poor: I - Room 1: White metal sash, Room 6: White metal window sash. E - Brown concrete pad	None	1590 ppm within 3 ft of the building
3337	Avery Family Housing	Yes	Yes	I-Shelves, shelf supports, baseboards, curtain molding E- Porch ceiling, trim, column, support; wood rail, wood fences, concrete slab	None	None

<sup>a</sup> Results for the 2000 LBP surveys and risk assessment Phase I, all other results are for the 1995 LBP surveys.

# Exhibit E

## Alpha, Bravo and Charlie OE EE/CA Areas



# Landfills/Fill Areas in Deed 13

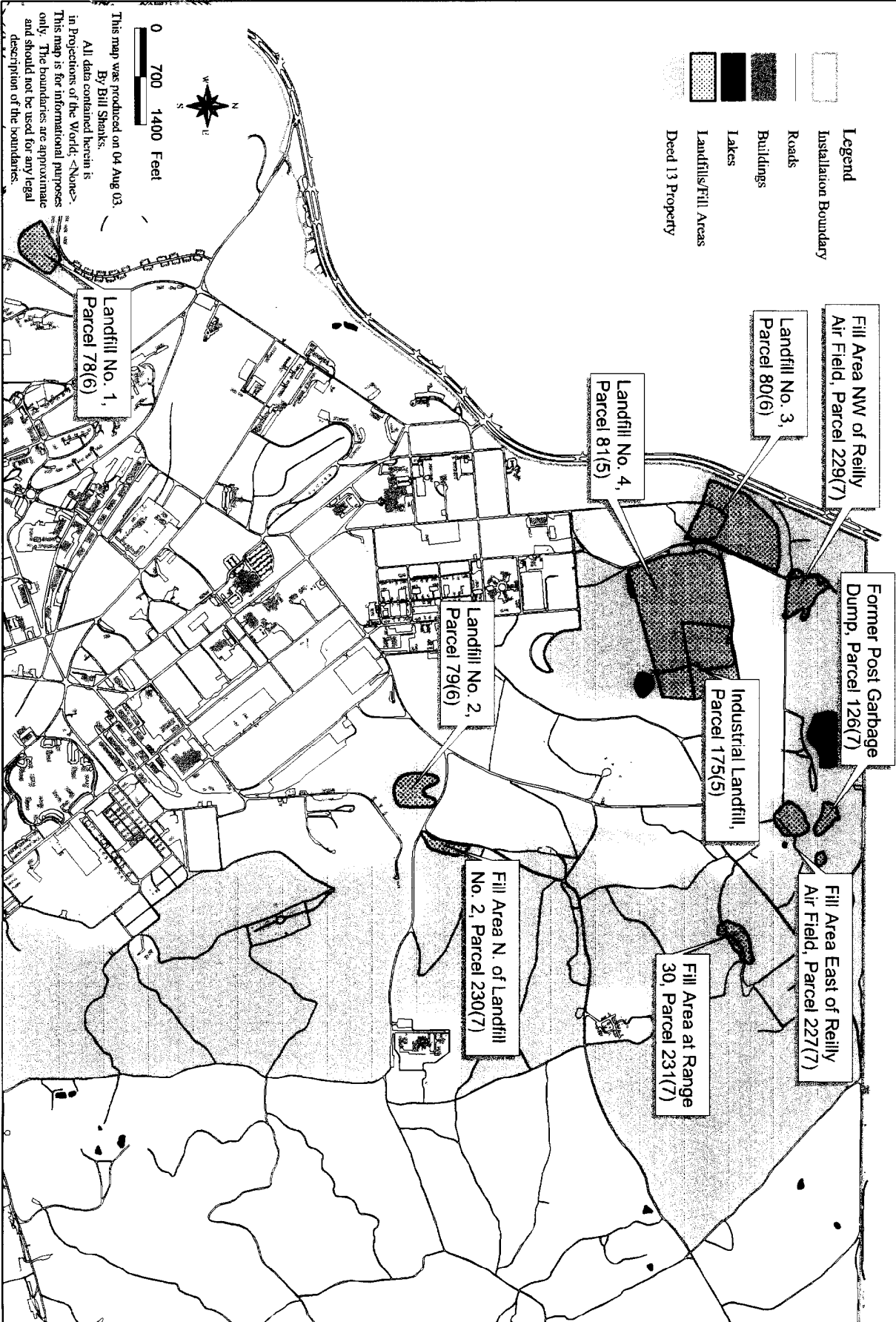


EXHIBIT F

# Exhibit G

## Graybat Habitat

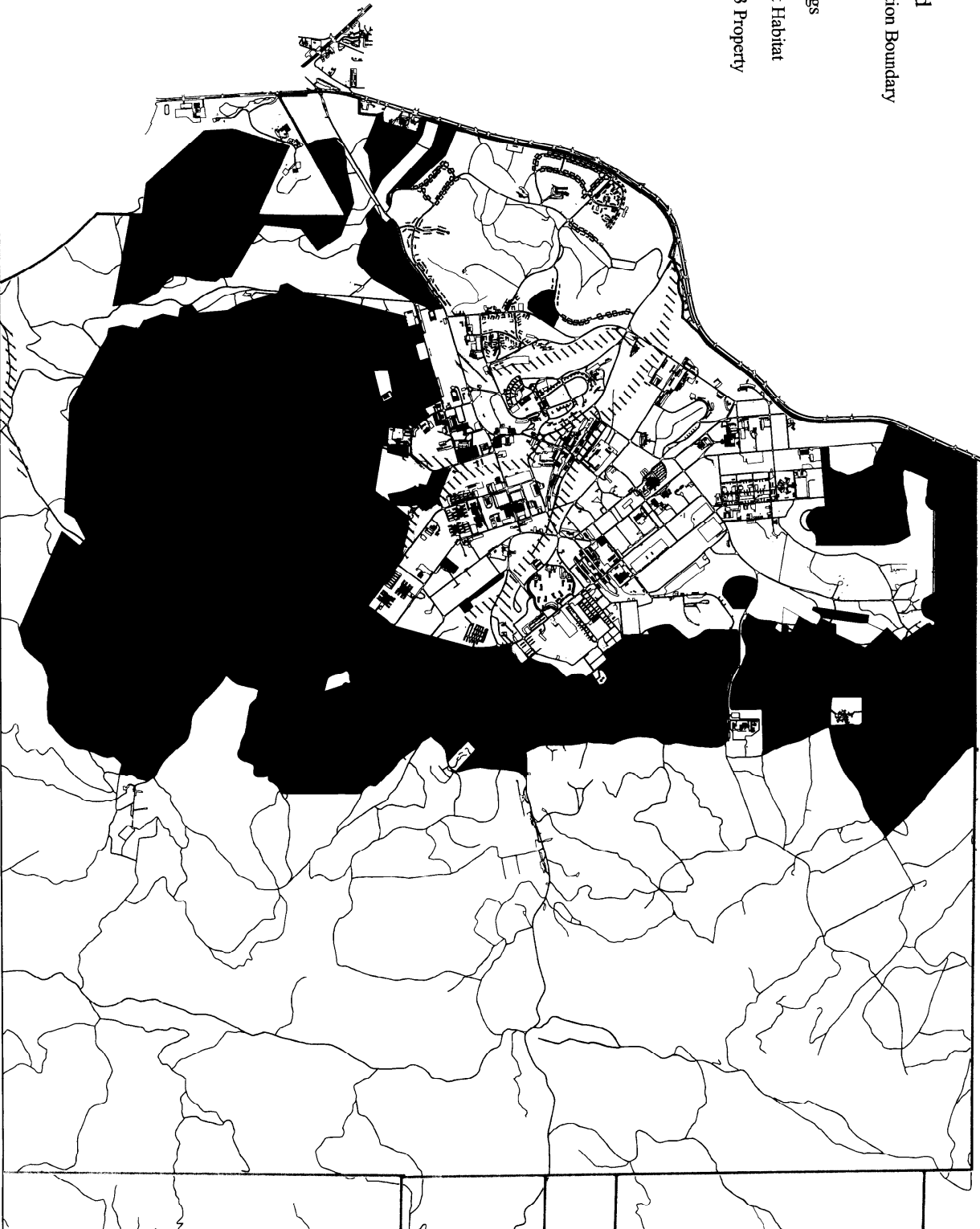


- Legend**
- Installation Boundary
  - Roads
  - Buildings
  - Graybat Habitat
  - Deed 13 Property



0 1500 3000 4500 Feet

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## PROGRAMMATIC AGREEMENT

among

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

for the

Closure and Disposal of FORT MCCLELLAN, ALABAMA

1998

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

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

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

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

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

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

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

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

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

I. Identification and Evaluation

A. Archeological Inventory

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

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

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

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

B. Inventory of Historic Structures

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



## II. Caretaker Maintenance of Historic Properties

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

## III. Licenses and Leases

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

## IV. Disposal of Fort McClellan Properties

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

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

### B. Assignments to Other Federal Agencies

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

### C. Public Benefit Conveyances to Non-Federal Recipients

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

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

#### D. Economic Development Conveyances to LRA

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

#### E. Competitive Sales

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

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

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

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

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

#### F. Negotiated Sales

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

#### G. Covenant Modification to Facilitate Transfer

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

### V. Environmental Remediation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **IX. Amendments**

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


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

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

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

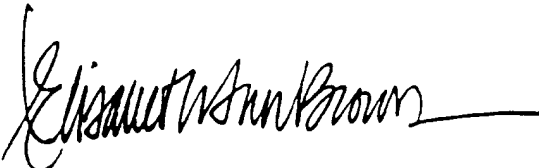
B. Execution and implementation of this PA evidences that the Army has afforded the Council a reasonable opportunity to comment on the closure and disposal of excess and surplus property at Fort McClellan, and that the Army has taken into account the effects of the undertaking on historic properties.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

DEPARTMENT OF THE ARMY

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


Date: 7 Aug 98

ALABAMA STATE HISTORIC PRESERVATION OFFICER

By:   
ELIZABETH ANN BROWN  
Deputy Alabama State Historic Preservation Officer

Date: July 8, 1998

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:   
John M. Fowler  
Executive Director  
Advisory Council on Historic Preservation

Date: 4/12/98

Concur:

Date:

ROBERT H. RICHARDSON  
Executive Director  
Fort McClellan Development Commission

ATTACHMENT A

Fort McClellan, Alabama  
Historic Properties on or Eligible for  
the National Register of Historic Places,  
with accompanying maps

## Post Headquarters District, Fort McClellan, Alabama

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



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

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
188	1936	Con	Garage	Commissioned Officers' Housing	634-140
189	1936	Con	Garage	Commissioned Officers' Housing	634-140
190	1936	Con	Garage	Commissioned Officers' Housing	634-140
51	1936	Con	Bachelor Officers' Quarters	Commissioned Officers' Housing	8119-600 to 620
81	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
82	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
83	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
84	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
85	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
86	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
87	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
88	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
89	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
90	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
102	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
103	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
104	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
105	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595

## Post Headquarters District, Fort McClellan, Alabama

(continued)

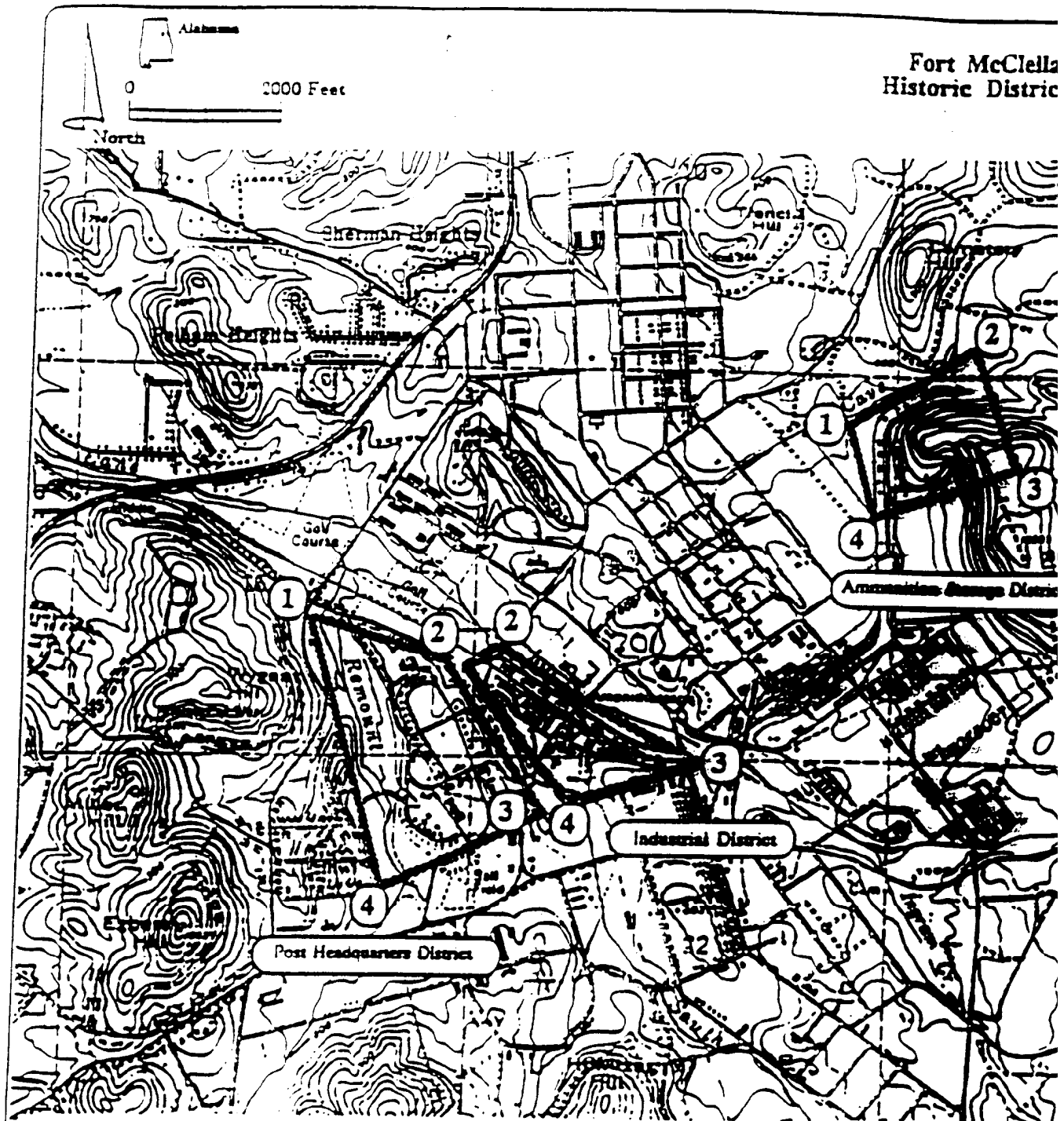
Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
106	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
107	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
196	1936	Con	Garage	Non-Commissioned Officers' (NCO)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

## Industrial District, Fort McClellan, Alabama

Structure Number	Construction Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
241	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241A	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241B	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
234	1936	Con	Vehicle Maintenance Building	Motor Pool Bldgs.	634-350 to 355
237	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	677-120 to 125
238	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	678-135 and 677-121 to 124
240	1936	Con	Administration Building	Motor Pool Bldgs.	678-130
242	1936	Con	General Storehouse	Motor Pool Bldgs.	678-112A
243	1932	Con	Storage Building	Motor Pool Bldgs.	6119-507
244	1934	Con	Storage Bldg/Technical Shop	Motor Pool Bldgs.	6119-510
216	1936	Non	Railroad Coal Trestle	na	6119-580
228	1936	Con	Electrical Maintenance Shop	Warehouse District	420-155-160
229	1937	Con	Clothing (Military Sales) Building	Warehouse District	6119-140 to 146
230	1937	Con	Clothing (Military) Sales Building	Warehouse District	6119-155 to 158
236	1932	Con	Technical Maintenance Shop	Warehouse District	6119-500
246	1941	Con	Cold Storage Building	Warehouse District	?
247	1934	Con	Warehouse/Laundry Building	Warehouse District	422-111
252	1936	Con	Communications Center Building	Warehouse District	633-143

Magazines (Ammunition Storage) District, Fort McClellan, Alabama

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



Fort McClellan Historic Districts  
UTM References, General Location

Post Headquarters District

UTM References:

- 1 - 16/611100/3731730
- 2 - 16/611600/3731680
- 3 - 16/612060/3731000
- 4 - 16/611420/3730700

Industrial District

UTM References:

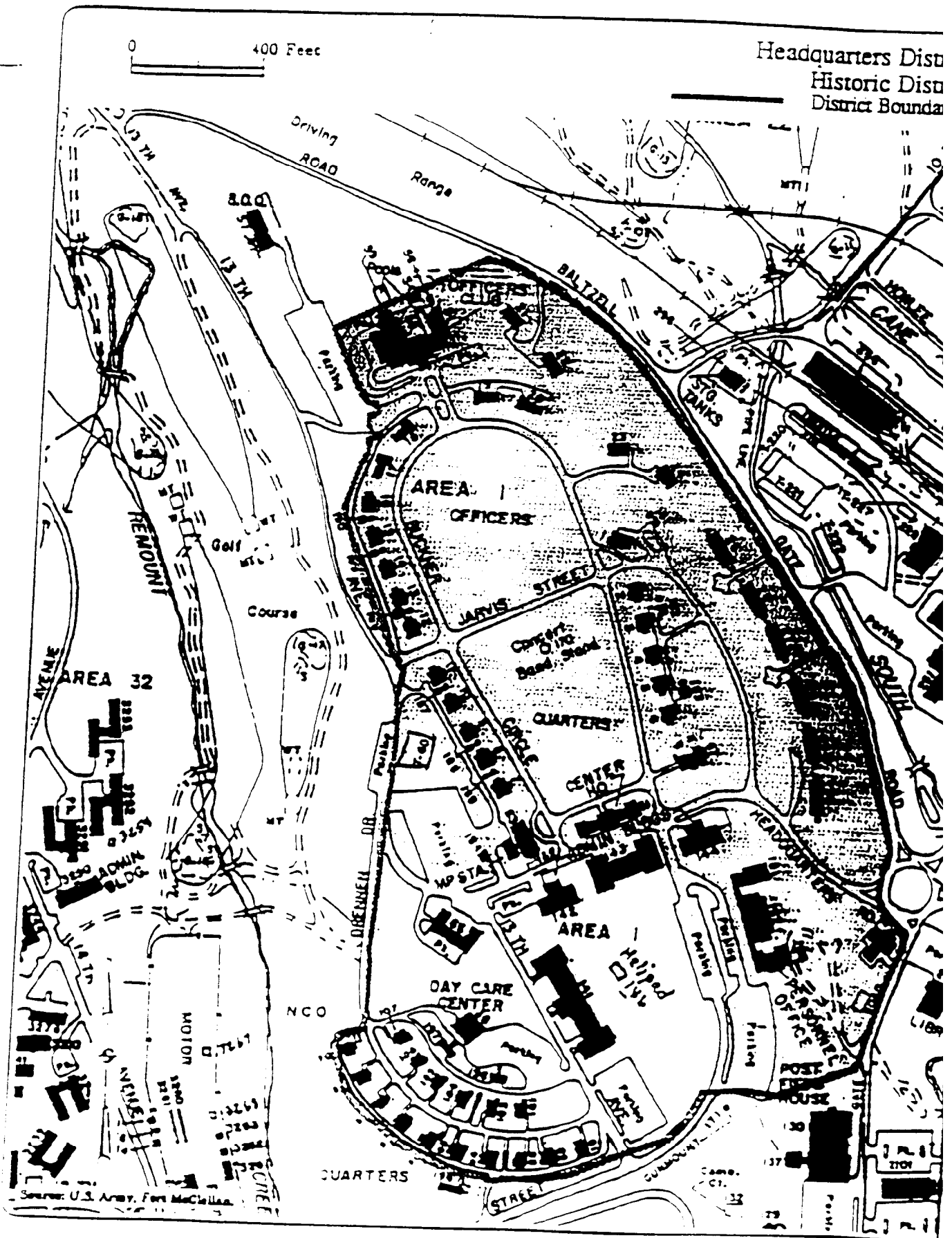
- 1 - 16/611630/3731580
- 2 - 16/611740/3731640
- 3 - 16/612560/3731180
- 4 - 16/612080/3731020

Ammunition Storage District

UTM References:

- 1 - 16/613080/3732580
- 2 - 16/613560/3732470
- 3 - 16/613760/3732470
- 4 - 16/613190/3732220

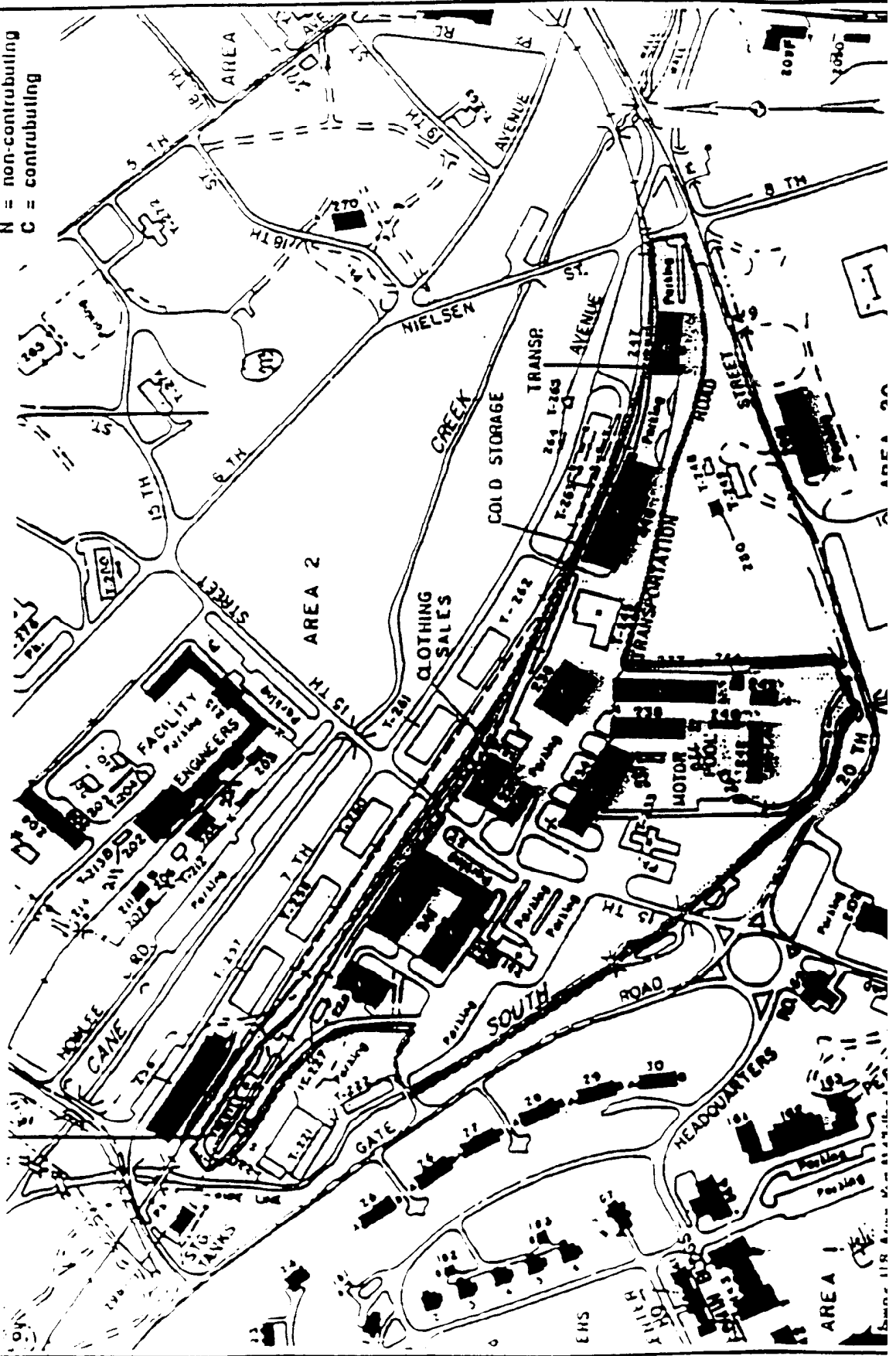
Source: USGS Quadrangle: Anniston, ALA., 1936 (Photorevised 1972)

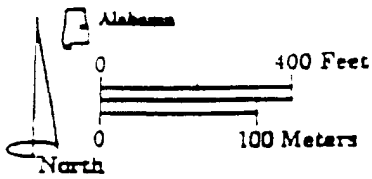


Industrial District  
Historic District  
District Boundaries

N = non-contributing  
C = contributing

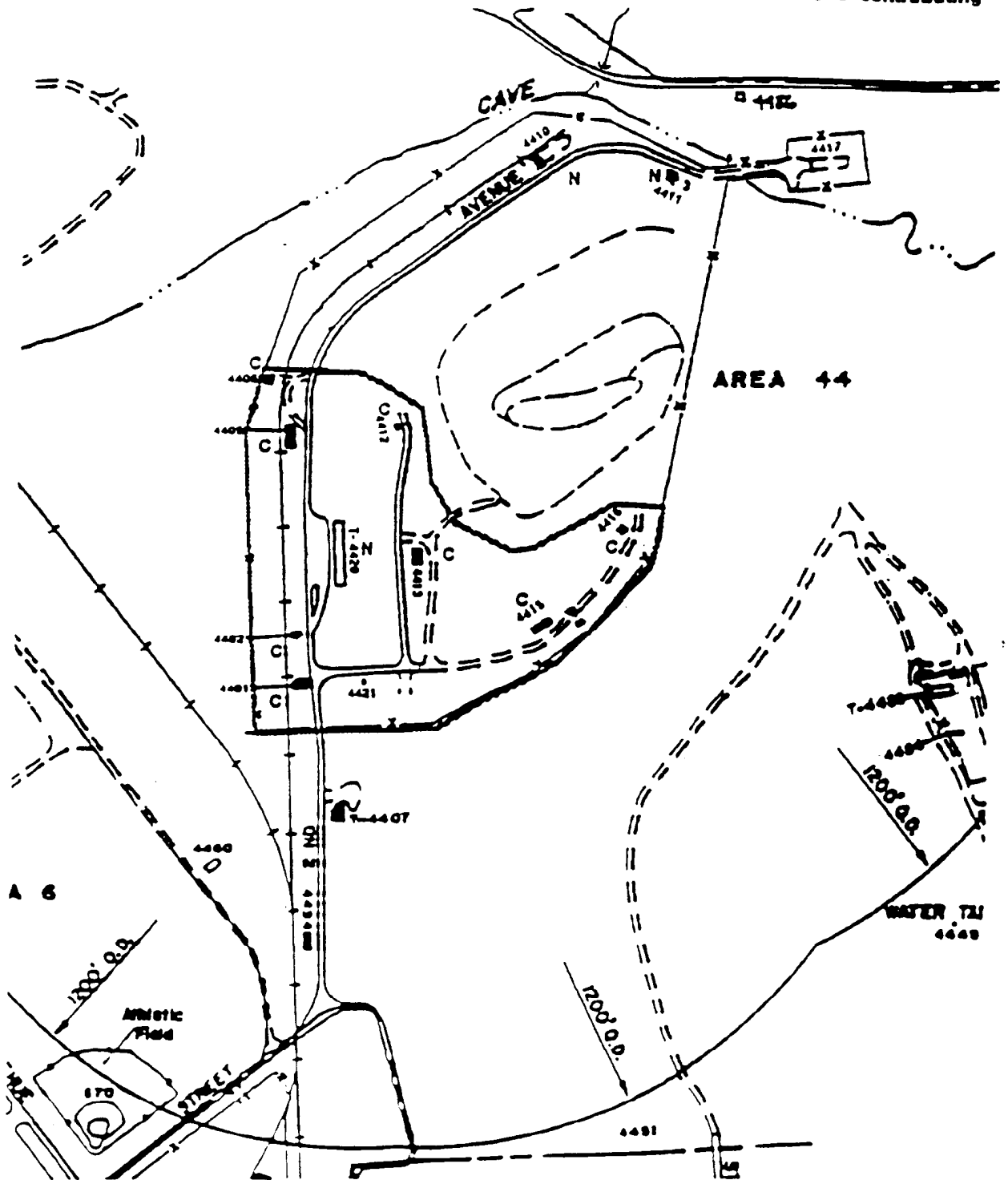
0 400 Feet





**Ammunition Storage  
Historic District  
District Boundaries**

N = non-contributing  
C = contributing





## ATTACHMENT B

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

Holstein, H. O., and K. Little

- 1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.

Holstein, H. O., and K. Little

- 1985a "An Archaeological Pedestrian Survey of Portions of Northeast Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.

Holstein, H.O.

- 1988 "An Archaeological Pedestrian Survey of the Proposed Fort McClellan Museum Consolidation Project, Calhoun County, Alabama." Jacksonville State University.

Holstein, H.O. and K. Little

- 1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Jacksonville State University

Holstein, H.O., and C.E. Hill

- 1993 "Resources on Pelham Range, Fort McClellan, Alabama." Jacksonville State University.

Holstein, Harry O., Curtis E. Hill, and Keith J. Little

- 1995 "Archaeological Investigations of Stone Mounds on the Fort McClellan Military Reservation, Calhoun County, Alabama (Jan 1995, Legacy)." Archaeological Resource Laboratory, Jacksonville State University.

Joseph, J. W. and Mary Beth Reed

- 1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama". New South Associates.

Joseph, J. W., Mary Beth Reed, Charles E. Cantley, G. Ishmael Williams

- 1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.

Kelley, B.

- 1967 "Fort McClellan Traditions Live in Buildings and Landmarks." (report on file) Information Office, Headquarters Division, Fort McClellan, Alabama.

Kirkland, A.

- 1984 "Survey Report of Site Number Ca32, Morgan Mountain (located in Calhoun Co., Alabama)." (ms. on file) Environmental Management Division, Directorate of Engineering and Housing, Fort McClellan, Alabama.

McEachern, M. and N. Boice

1976 "Archaeological Reconnaissance of Fort McClellan, Alabama," University of Alabama.

McEachern, M., N. Boice, D. C. Hurst and C.R. Nance

1980 "Statistical Evaluation and Predictive Study of the Cultural Resources at Fort McClellan, Alabama." University of Alabama, Birmingham.

McEachern, M and N. Boice

1976 "Archaeological Reconnaissance of Fort McClellan, Alabama." University of Alabama, Birmingham.

Moorehead, C.W.

1991 "Cultural Resource Survey of Fifteen Acres at Fort McClellan, Alabama." Mobile District, U.S. Army Corps of Engineers.

Pyburn, Jack and Denise Messick

1994 "Interim Maintenance Plan for Repairs and Maintenance to Historic Structures and Their Surrounding Environment, Fort McClellan, Anniston, Alabama." New South Associates.

Reed, M.B.

1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama." New South Associates.

Reed, M.B., C.E. Cantley, G.I. Williams, and J.W. Joseph

1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.

Reed, M.B., W.R. Henry, and J. W. Joseph

1993 "The Military Showplace of the South, Fort McClellan, Alabama, A Historic Building Inventory." New South Associates.

Robison, N. and J. Nielson

1984 "An Examination of Sites 1Ca62, 1Ca88, and 1CA111 for National Register Significance, Fort McClellan, Calhoun County, Alabama." Mobile District, U.S. Army Corps of Engineers.

Westervelt, J., M. O'Shea, J. Krzyzak, T. Oduwolle, M. Shapiro and W. Goran

1984 "Characterization of Landscape Related Features for Archaeological and Historical Sites Occurring at Fort McClellan, Alabama." Construction Engineering Research Laboratories, U.S. Army Corps of Engineers.

## ATTACHMENT C

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

## Building/Structure Lease (or License) Language

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

## Archeological Property(ies) Lease (License) Language

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

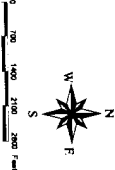
10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

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

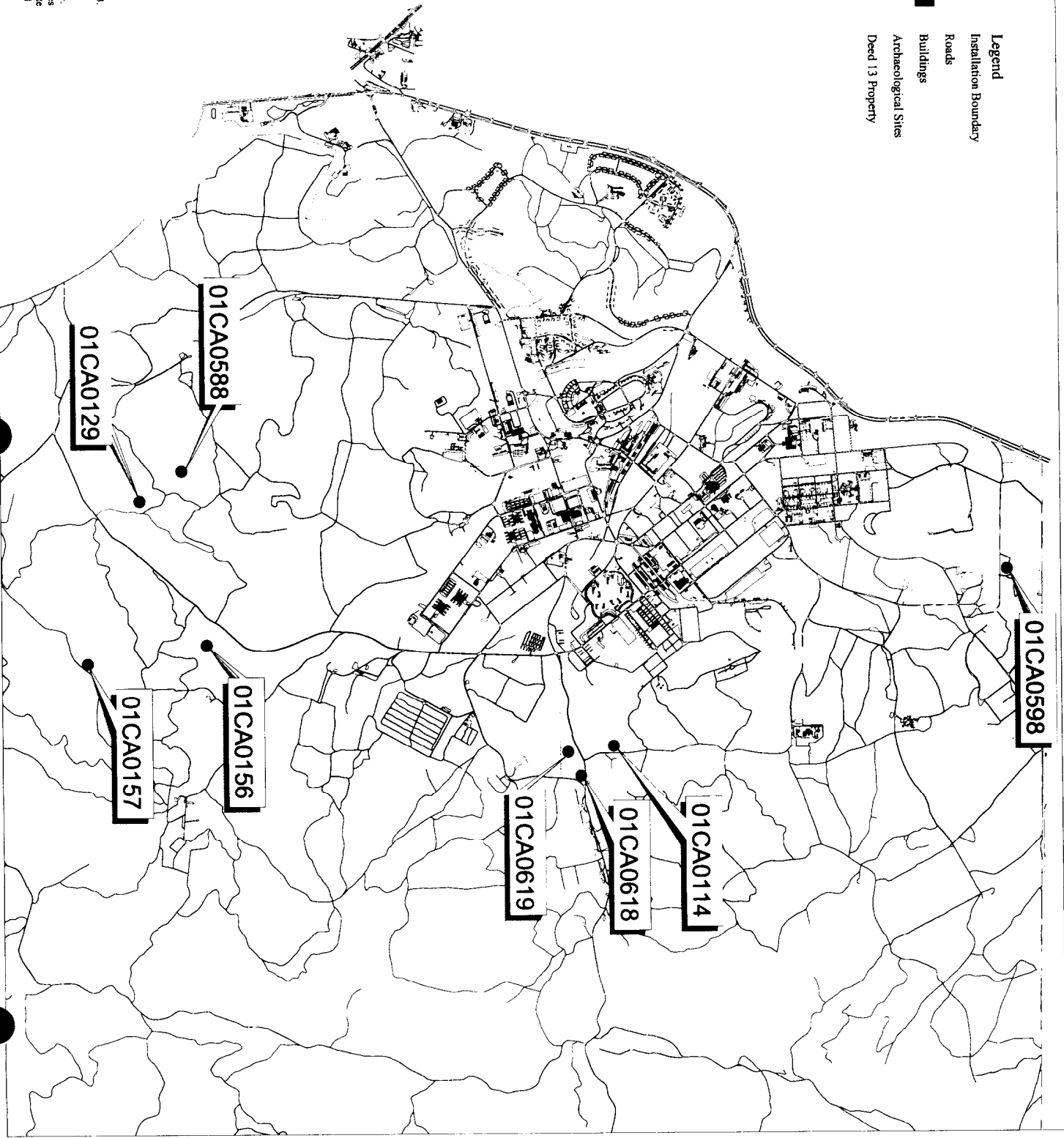
# Exhibit H-1 Archaeological Sites



This map was produced on 08 Sep 03.  
By Bill Sparks  
All data contained herein is  
in Projections of the World, <None>.  
This map is for informational purposes  
only. The boundaries are approximate  
and should not be used for any legal  
description of the boundaries.



- Legend**
- Installation Boundary
  - Roads
  - Buildings
  - Archaeological Sites
  - Deed 13 Property



## FINDING OF SUITABILITY FOR EARLY TRANSFER PROPERTY INTERIM LAND USE CONTROL IMPLEMENTATION PLAN

### INTRODUCTION

#### 1. Background

This Interim Land Use Control Implementation Plan (LUCIP) and interim land use controls (LUC) apply to the property addressed in this LUCIP and transferred by the Army under early transfer authority to the Anniston Calhoun County Fort McClellan Development Joint Powers Authority (JPA). This property, included in a Finding of Suitability for Early Transfer (FOSET), is undergoing characterization for unexploded ordnance (UXO), discarded military munitions (DMM), and hazardous substances to include munitions constituents (see figure titled FOSET Property LUCIP). This Interim LUCIP complies with requirements set forth in the Land Use Control Assurance Plan (December 2000) (LUCAP) signed by the U.S. Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), U.S. Department of the Army for Fort McClellan, and the JPA.

There are various intended use scenarios for the property described within this LUCIP. This LUCIP documents the interim LUC in place during the characterization and any potential cleanup of sites. Prior to completion of characterization and response actions, exposure to UXO, DMM, or hazardous substances may present an increased risk to human health and safety. Based upon this determination, interim LUC are placed on the property pending completion of characterization and response actions to include any interim or early response actions.

The interim LUC for the areas undergoing characterization for UXO and discarded military munitions shall be applicable during characterization and prior to receipt of an approved explosives safety submission for required response actions. (Modification or revision to LUC that address explosives safety-related concerns will be reviewed by the U.S. Army Technical Center for Explosives Safety and approved by the Department of Defense Explosives Safety Board (DDESB)).

Except for LUC covering those parcels subject to the requirements of the DDESB regarding UXO, the LUC provided for hereunder will be implemented and governed by the applicable provisions of a Consent Order between ADEM and the JPA.

The standard ordnance and explosives (OE)/UXO deed notice provided with all transferred Fort McClellan property will be included in the transfer documents. This notice includes information on actions to be taken should OE/UXO be discovered on the property. JPA will be responsible for enforcing this notice.

This LUCIP contains twelve enclosures that describe the interim LUC for the FOSET property. The transferring property is divided into Phases 1 and 2 for privatization of the cleanup. The JPA will assume the cleanup along with monitoring and enforcing LUC for Phase 1 property. Enclosures 1-10 describe the LUC for Phase 1 property. Enclosures 1 and 11 describe interim LUC for the Alpha and Bravo Areas within the FOSET property where characterizations for UXO and DMM are ongoing. Enclosures 2 through 10 and 12 describe interim LUC for areas undergoing characterization for hazardous substances to include munitions constituents. There are sites within the UXO/DMM areas where characterization for hazardous substances will occur as a separate action from UXO cleanup. These sites, shown on the figure titled FOSET Property LUCIP, will be protected under the LUC for the Alpha and Bravo Areas that are part of the FOSET property. If these sites require individual LUC after completion of characterization and any required remediation of the Alpha and Bravo Areas, then this LUCIP will be revised to include those additional areas.

## **2. Source and/or Decision Documents**

(See enclosures for the areas that are undergoing characterization and the basis for determination of appropriate LUC.)

## **3. Site Location and Description**

(See enclosures.)

## **4. LUC Boundaries**

LUC are defined for individual characterization areas or parcels located in the FOSET property. (Site boundaries for these areas are provided in the enclosures.)

## **5. LUC Objectives**

The Army's goal for the LUC described in this LUCIP is to prevent risk to human health and the environment and to promote human safety by minimizing the potential for exposure to any hazards that may be present. (Site-specific information on the objectives of risk mitigation for these areas is provided in the enclosures.)

## **6. LUC Required to Achieve the Objectives**

Land Use Controls include any type of physical, legal, or administrative mechanism that restricts the use of or limits access to real property to prevent or reduce risks to human health and the environment. The LUC applicable for each characterization or investigation area are described in the enclosures for the individual areas. The LUC described in this LUCIP meet the Army's goal stated in paragraph 5 above.

## **7. Right of Entry**

Right of entry is reserved for ADEM for all property included in the FOSET property. The Army and ADEM may enter the property and may inspect the adequacy of LUC enforcement.

## **8. Frequency of Monitoring and Reporting Requirements**

- a. This plan will be updated as necessary to incorporate the results of characterization.
- b. The Interim LUC will be periodically reevaluated to determine their protectiveness and effectiveness, as may be required under the Consent Order.

## **9. Responsibility for Monitoring, Maintaining, and Enforcing LUC**

Unless otherwise provided in the Consent Order, the JPA is responsible for monitoring, maintaining, and enforcing interim LUC for Phase 1 property.

## **10. Enforcement Options Should a LUC Violation Occur**

For Phase 1 property, should a third party violate the terms and intent of this LUCIP the JPA will address the violation with the third party as may be provided in the Consent Order and as provided below.

- a. If the JPA determines that the property owner/occupant has violated a LUC restriction, the JPA will attempt to informally resolve the violation with the property owner/occupant as may be provided in the Consent Order. If the JPA is able to resolve the matter informally, the JPA will provide written notification to ADEM within 60 days after discovery of the violation and describe any proposed or completed corrective actions.
- b. If the JPA is not able to resolve the violation as may be provided in the Consent Order, the JPA will provide written notification within 60 days after discovery of the violation to ADEM. ADEM will work with the JPA to have the property owner/occupant correct the violation. If the matter cannot be resolved informally, the JPA will take appropriate action to enforce the deed restrictions. ADEM shall retain authority to take independent enforcement action in connection with a violation of the land use controls (LUC) in accordance with applicable law.
- c. If ADEM becomes aware of a LUC restriction violation, ADEM shall provide the JPA with written notice of the violation within 60 days after discovery. If the violation cannot be corrected at the time of discovery, the Parties will follow the procedures set forth in paragraph 10.b above to resolve the violation(s).

## **11. Reducing or Removing LUC**

The LUC are intended to be protective of the public for existing site conditions.

- a. Interim LUC – Characterization has not been completed on areas included in this LUCIP. For areas where characterizations are not complete, the LUC described

herein are considered interim LUC. Pending the results of characterization and any required follow-on actions, there may be revisions, modifications, additions to, or deletions of the interim LUC. Any modifications, additions to, or deletions of the interim LUC will be completed pursuant to applicable provisions of the Consent Order.

- b. Final LUC - Based on characterization or investigation and remedy decisions under the Consent Order, final LUC that may be required for certain sites or areas will be documented in a decision document. This LUCIP will be revised as provided in the Consent Order to reflect changes to LUC based on final decisions for sites under investigation.

## **12. Point of Contact**

The points of contact are as follows:

- a. JPA - Executive Director, P.O. Box 5327, Anniston, Alabama 36205, telephone 256-236-2011.
- b. Army - Site Manager, U.S. Army Garrison/Transition Force, 291 Jimmy Parks Blvd., Fort McClellan, Alabama 36205-5000, telephone 256-848-3847.
- c. ADEM – Chief, Hazardous Waste Branch, Land Division, Alabama Department of Environmental Management, P.O. Box 301463, Montgomery, Alabama 36130-1463, telephone 334-270-5646.

## **13. Disclaimer**

This LUCIP defines interim land use controls on property that will transfer from Army control. The Army's responsibilities for any interim LUC associated with this property will be terminated upon transfer of the property and privatization of cleanup. These responsibilities will be transferred to ADEM, as provided in the Consent Order. As may be provided in the Consent Order, the JPA will maintain responsibility for these interim LUC. The JPA will have the responsibility for any final LUC that may be imposed as a result of final remedies pursuant to applicable provisions of the Consent Order.

## FOSET PROPERTY INTERIM LUCIP ACRONYMS AND ABBREVIATIONS

ADEM	Alabama Department of Environmental Management
ASR	Archives Search Report
BCT	BRAC Cleanup Team
BRAC	Base Realignment and Closure
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CG	carbonyl chloride (Phosgene)
CWM	Chemical Warfare Materiel
DANC	decontamination agent, noncorrosive
DCE	1,1-dichloroethene
DDESB	Department of Defense Explosives Safety Board
DMM	Discarded Military Munitions
DOJ	Department of Justice
DS-2	Decontamination Solution Number 2
EBS	Environmental Baseline Survey
EE/CA	Engineering Evaluation/Cost Analysis
EOD	Explosive Ordnance Disposal
EPA	Environmental Protection Agency
FOSET	Finding of Suitability for Early Transfer
GB	sarin
GPS	Global Positioning System
H	mustard
HD	distilled mustard
IT	International Technology Corporation
JPA	Anniston Calhoun County Fort McClellan Redevelopment Joint Powers Authority
L	Lewisite
LUC	Land Use Control
LUCAP	Land Use Control Assurance Plan
LUCIP	Land Use Control Implementation Plan
mm	millimeter
OE	Ordnance and Explosives
PAH	Polycyclic aromatic hydrocarbon
PCB	polychlorinated biphenyls
SRA	Streamlined Risk Assessment
STB	supertropical bleach
SVOC	semivolatile organic compounds
TCE	trichloroethene or trichloroethylene
UXO	Unexploded Ordnance
VOC	volatile organic compounds
VX	O-ethyl-S(2-diisopropylaminoethyl)methylphosphonothiolate, nerve agent

### Enclosures:

1. Alpha Area
2. Parcels 66(7) & 94(7)
3. Parcel 78(6)



4. Parcel 79(6)
5. Parcel 80(6)
6. Parcels 81 (5) & 175(5)
7. Parcels 227(7) & 125(7)
8. Parcel 229(7)
9. Parcel 230(7)
10. Reilly Lake
11. Bravo Area
12. Parcels 194(7), 518(7), Parcel 183(6), Parcel 510(7), Parcels 511(7) & 512(7)  
Ranges West of Iron Mountain Road (outside Bravo Area),

**FOSET PROPERTY INTERIM LUCIP****BRAVO AREA****Enclosure 11****1. Background**

See LUCIP Introduction.

**2. Source and/or Decision Documents**

- a. Environmental Science and Engineering, Inc. 1998, Final Environmental Baseline Survey (EBS), January.
- b. U.S. Army Corps of Engineers, St. Louis District, 2001, Archives Search Report, Fort McClellan, Anniston, Alabama, (ASR), September.
- c. Oak Ridge National Laboratories, 1999, Historical Aerial Photograph Investigation, August.
- d. U.S. Environmental Protection Agency, 1990, Environmental Photographic Interpretation Center.
- e. Foster Wheeler Environmental Corp, 2000, Reconnaissance Findings, Conceptual Plan, and Proposed Scope of Work, August.
- f. Parsons Engineering Science, Inc., 2002, Final Chemical Warfare Materiel (CWM) Engineering Evaluation/ Cost Analysis, Fort McClellan, June.
- g. Parsons, Engineering Science, Inc., 2002, Final Action Memorandum Chemical Warfare Materiel, Engineering Evaluation/Cost Analysis, Fort McClellan, October.
- h. Foster Wheeler Environmental Corporation, 2003, Draft-Final Engineering Evaluation/Cost Analysis Bravo Area of the Redevelopment Area Fort McClellan, Alabama, November.

**3. Site Location and Description (see Bravo Area figure)**

- a. The area described in this LUCIP is located in the east central main post and covers approximately 3389 acres. The Bravo Area is undergoing characterization for UXO and DMM in an EE/CA. Additionally, the area includes various sites undergoing characterization for hazardous substances; and access to those sites is controlled by the LUC placed on the Bravo Area. A large portion of one of the sites, Parcel 183(6), lies outside the Bravo area (see figure for FOSET Property LUCIP). The part of Parcel 183(6) that is in the cantonment area is included in the LUC described in enclosure 4.
- b. Fort McClellan has documented use as a military training area since 1912 when the Alabama National Guard used the Fort for artillery training. Military training occurred until base closure in 1999. Historical records indicate use of the Bravo area included various artillery, tank, and rifle ranges as well as numerous bivouac and

maneuver areas. The ranges were used for various caliber munitions including small arms, 60 and 81mm mortars, 37mm projectiles and various other crew-served weapons. The bivouac and maneuver areas were used throughout the Fort's history to train soldiers in various forms of infantry tactics and small unit maneuvers. Findings in the CWM EE/CA showed no evidence of CWM in these areas and the decision for No Further Action is documented in the CWM Action Memorandum, August 2002.

#### **4. LUC Boundaries (see Bravo Area figure)**

The boundary for the area where the interim LUC (see paragraph 6) apply is marked as the "No Public Access" area on the enclosed figure. Global Positioning System (GPS) points for the boundary of the area are noted on the figure.

#### **5. LUC Objectives**

The interim LUC in paragraph 6 are intended to minimize risk to human health and the environment and to promote human safety. The objective is to minimize the potential for exposure to UXO, DMM, and any environmental contaminants that may be present and is achieved by:

- a. Controlling access to areas known or suspected to contain UXO, DMM, or hazardous substances.
- b. Educating the public on the explosive hazards associated with munitions that may be present, particularly UXO, and the actions they should take (Recognize, Retreat, Report) should they encounter a UXO or suspected UXO.

#### **6. Interim LUC (see Bravo Area figure)**

Land Use Controls include any type of physical, legal, or administrative mechanism that restricts the use of or limits access to real property to prevent or reduce risks to human health and the environment. These LUC described in this LUCIP meet the objective stated in paragraph 5 above. Monitoring, maintaining, and enforcing these LUC remain an Army responsibility until such time as JPA assumes responsibility.

- a. Land Use Restrictions
  - 1) Public access is not allowed.
  - 2) Use of the property for any purpose is not allowed pending completion of characterization and any required response actions.
- b. Land Use Control Mechanisms
  - 1) Property Use Restriction – A restriction prohibiting all uses of the property pending completion of characterization and required remedial response shall be incorporated into the deed transferring the property.
  - 2) Groundwater Related Restriction – Groundwater monitoring wells remain on the property and shall not be disturbed. A Notice of Groundwater Monitoring Wells and Covenant will be included in the transfer documents.
  - 3) Zoning - The area lies within the boundaries of the City of Anniston. The city will be asked to zone the properties in accordance with final response cleanup

levels, and appropriate notifications of LUC will be given to City planners and entities responsible for issuing building permits.

4) Access Controls

- i. The public is prohibited from entering the UXO/DMM area identified as "No Public Access" on the enclosed figure. Trespass into prohibited areas subjects the trespasser to prosecution under Alabama state law. Personnel are prohibited from entering these areas unless specifically authorized. When determined necessary, personnel authorized access to these areas will receive a safety briefing and be escorted by Explosives Ordnance Disposal (EOD) or UXO technicians. Personnel involved in intrusive or investigative activities are allowed to enter these areas, when authorized, provided they have received a safety briefing or are certified EOD personnel or UXO Technicians. When determined necessary, personnel will be escorted by EOD or UXO technicians and will be provided UXO avoidance support when conducting intrusive activities and as necessary for any other activities.
- ii. The Army installed gates and barriers, noted on the enclosed figure, as an interim LUC to deny access to areas undergoing characterization for UXO and DMM. The gates are under lock and key control. Signs on the gates warn persons to keep out of the areas beyond the gates.
- iii. Additional gates or barriers may be added as needed.
- iv. Prior to allowing residential use of areas adjacent to UXO/DMM areas, the JPA shall install fencing between the boundaries of the residential areas and the UXO/DMM areas.
- v. Fort McClellan's Transition Force has instituted a community UXO Safety Educational Program that addresses potential explosive hazards on the former Army property.
- vi. JPA will implement and maintain an active community outreach educational program outlining the dangers associated with UXO and entering areas that are known or suspected to contain UXO in the Bravo Area. The program must be provided to persons who are users of transferred portions of Fort McClellan and to the surrounding community. Intense UXO safety education must be provided to all residents of transferred areas used for housing that is in a former UXO area or immediately adjacent to a former UXO area. This program should be based upon the Army's UXO Safety Education Program and emphasize the Three Rs (Recognize, Retreat, Report).

5) Inspections

- i. The Army will inspect the area daily to ensure the restrictions have not been violated. Violations must be addressed and managed according to Section 10 in the LUCIP Introduction.
- ii. The inspections will be documented.
- iii. Army contract personnel who are in the OE/UXO areas will report the presence of unauthorized personnel to the Transition Force security office.
- iv. This area is within the police jurisdiction of the Anniston Police Department.

- v. The Army reserves the right to enter the property and may inspect the adequacy of the LUC.

**7 – 13.** See LUCIP Introduction.

**FOSET PROPERTY INTERIM LUCIP**

**Parcels 194(7), 518(7), Ranges West of Iron Mountain Road (outside Bravo Area)  
Parcel 183(6), Parcel 186(6), Parcel 510(7), Parcels 511(7) and 512(7)**

**Enclosure 12****1. Background**

See Introduction

**2. Source and/or Decision Documents**

- a. Parcels 194(7) and 518(7) and Ranges West of Iron Mountain Road (outside Bravo Area)
  - 1) IT, 2000, Final Site Investigation, Site-Specific Field Sampling Plan, Site-Specific Safety and Health Plan, and Site-Specific Unexploded Ordnance Safety Plan Attachments. Ranges of Iron Mountain Road, Parcels 181(7), 194(7), 518(7), 73Q-X, 91Q-X, 114Q-X, 115Q, 116Q-X, 117Q-X, 129Q-X, 151Q, 200Q, 201Q, 228Q, 229Q-X, 231Q, 232Q-X, Washington tank Range, and 1950 Rocket Launcher Range, December.
  - 2) IT, 2001, Final Site-Specific Field Sampling Plan Addendum, Site Investigation at Ranges West of Iron Mountain Road, Parcel 181(7), 194(7), 518(7), 73Q-X, 91Q-X, 114-X, 115Q, 116Q-X, 117Q-X, 129Q-X, 151Q, 200Q, 201Q, 228Q, 229Q-X, 231Q, 232Q, Washington Tank Range and 1950 Rocket Launcher Range, March.
  - 3) Parsons Engineering Science, Inc., 2002, Final Chemical Warfare Materiel Engineering Evaluation/ Cost Analysis, Fort McClellan, June.
  - 4) Parsons, Engineering Science, Inc., 2002, Final Action Memorandum Chemical Warfare Materiel, Engineering Evaluation/Cost Analysis, Fort McClellan, October.
  - 5) Foster Wheeler Environmental Corporation, 2001, Final Engineering Evaluation/Cost Analysis M1.01 Parcel, Fort McClellan, Alabama, December.
  - 6) Foster Wheeler Environmental Corporation, 2003, Final Site Specific Final Report M1.01 Parcel and M3 Miscellaneous Property, Fort McClellan, Alabama, March.
- b. Parcel 183(6)
  - 1) IT, 2002, Draft Remedial Investigation, Site-Specific Field Sampling Plan, Site-Specific Safety and Health Plan, and Site-Specific Unexploded Ordnance Safety Plan Attachments for Training Area T-6 (Naylor Field), Parcel 183(6), October.
  - 2) Foster Wheeler Environmental Corporation, 2002, Draft Engineering Evaluation/Cost Analysis Bravo Area of the Redevelopment Area, Fort McClellan, Alabama, November.

- 3) Parsons Engineering Science, Inc., 2002, Final Chemical Warfare Materiel Engineering Evaluation/ Cost Analysis, Fort McClellan, June.
  - 4) Parsons, Engineering Science, Inc., 2002, Final Action Memorandum Chemical Warfare Materiel, Engineering Evaluation/Cost Analysis, Fort McClellan, October.
- c. Parcel 186(6)
- 1) IT, 2002, Draft Site Specific Sampling Plan Addendum II for the Remedial Investigation (Source Area) at Training Area T-38, Former Technical Escort Reaction Area, Parcel 186(6), August.
  - 2) IT, 2001, Site Specific Sampling Plan Addendum for the Supplemental Remedial Investigation Training Area T-38, Former Technical Escort Reaction Area, Parcel 186(6), July.
  - 3) IT, 2000, Final Supplemental Remedial Investigation, Site-Specific Field Sampling Plan, Site-Specific Unexploded Ordnance Safety Plan Attachments for Training Area T-38, Former Technical Escort Reaction Area, Parcel 186(6), August.
  - 4) Foster Wheeler Environmental Corporation, 2002, Draft Final Engineering Evaluation/Cost Analysis Alpha Area of the Redevelopment Area, Fort McClellan, Alabama, November.
  - 5) Parsons Engineering Science, Inc., 2002, Final Chemical Warfare Materiel Engineering Evaluation/ Cost Analysis, Fort McClellan, June.
  - 6) Parsons, Engineering Science, Inc., 2002, Final Action Memorandum Chemical Warfare Materiel, Engineering Evaluation/Cost Analysis, Fort McClellan, October.
- d. Parcel 510(7)
- 1) IT, 2002, Draft Final Site Investigation Site-Specific Field Sampling Plan, Site-Specific Safety and Health Plan, and Site-Specific Unexploded Ordnance Safety Plan Attachments for Cane Creek Training Area, Parcel 510(7), September.
  - 2) Parsons Engineering Science, Inc., 2002, Final Chemical Warfare Materiel Engineering Evaluation/ Cost Analysis, Fort McClellan, June.
  - 3) Parsons, Engineering Science, Inc., 2002, Final Action Memorandum Chemical Warfare Materiel, Engineering Evaluation/Cost Analysis, Fort McClellan, October.
- e. Parcel 511(7) and 512(7)
- 1) IT, 2002, Draft Remedial Investigation Site-Specific Field Sampling Plan, Site-Specific Safety and Health Plan, and Site-Specific Unexploded Ordnance Safety Plan Attachments for Training Areas T-5 Sites, Parcels 180(7), 182(7), 511(7), 512(7), 513(7), 514(7), and 516(7), October.
  - 2) Parsons Engineering Science, Inc., 2002, Final Chemical Warfare Materiel Engineering Evaluation/ Cost Analysis, Fort McClellan, June.

- 3) Parsons, Engineering Science, Inc., 2002, Final Action Memorandum Chemical Warfare Materiel, Engineering Evaluation/Cost Analysis, Fort McClellan, October.

### 3. Site Location and Description (see enclosed figures)

- a. Parcel 194(7) Former Weapons Demonstration Area, Parcel 518(7) South Gate Toxic Gas Yard, and Ranges West of Iron Mountain Road (outside Bravo Area)
  - 1) This area includes the investigation area for Parcels 194(7) and 518(7) and part of the investigation area for the Ranges West of Iron Mountain Road that are outside Bravo Area. This area is bounded to the north by Summerall Gate Road, to the west by the M2 Parcel (current location of The Anniston Star/Consolidated Publishing), and to the south by a Fort McClellan boundary (see figure). (Note: The Ranges West of Iron Mountain Road that lie within the Bravo Area are included in the interim LUC for the Bravo Area.)
  - 2) Information regarding former use of the areas follows:
    - i. Parcel 194(7) – The Former Weapons Demonstration Area. This area was reportedly used in the 1950's for familiarization training with various munitions including white phosphorus grenades, flame throwers, white phosphorus, and field flame expedient. The area included a toxic gas yard, a radiological survey area, and a biological warfare survey area. The CWM EE/CA investigation results indicated the risk of exposure to CWM at this site is unlikely; thus, there was a "No Further Action" decision for CWM.
    - ii. Parcel 518(7) – South Gate Toxic Gas Yard. The exact location of this parcel is unknown; however, the area probably was near or within Parcel 194(7). It is unknown what items may have been stored in the yard.
    - iii. Ranges West of Iron Mountain Road (outside Bravo area) - Based upon investigations for the this area and adjacent areas it appears that this area was used by infantry as a training area prior to WW II.
  - 3) Potential contaminant sources are unknown but may include lead, nitroexplosives, tear gas, flares, napalm, white phosphorus, molasses residue, field flame expedient, supertropical bleach (STB), and Decontamination Solution Number 2 (DS-2). Based on the history of the training area usage, target analyses include volatile organic compounds (VOCs) and semivolatile organic compounds (SVOCs), nitroexplosives, metals, and perchlorate in surface soil, subsurface soil, groundwater, surface water, and sediment. This area is part of a larger area, the M1.01 Parcel and M3 Miscellaneous Property, which was characterized for UXO and DMM. An OE removal action was performed for that property and the area was made available for unrestricted use regarding UXO and DMM.
- b. Parcel 183(6) – Training Area T-6 (Naylor Field)
  - 1) This area, encompassing 7 - 10 acres, is located in a heavily wooded area at the base of the eastern slope of Howitzer Hill on the west side of Fox Road. A small part of the southeastern portion of this parcel lies within the Bravo area for UXO



- characterization. The LUC for that area are described in the enclosure for the Bravo Area.
- 2) Training was conducted from an unknown date (prior to 1954) until 1973 in the techniques for decontamination of training aids contaminated with chemical agents, including mustard (H) and distilled mustard (HD). Other agents such as Lewisite (L) and sarin (GB) also were used in training. Equipment decontamination using excess amounts of STB, decontamination agent, noncorrosive (DANC), and DS-2 was conducted. The CWM EE/CA investigation results indicated the risk of exposure to CWM at this site is unlikely; thus, there was a "No Further Action" decision for CWM.
  - 3) Site investigation results indicated metals, VOCs, and SVOCs were detected in site media. Based on the history of the training area usage, target analyses include VOCs, SVOCs, metals, and chemical agent breakdown products in surface soil, subsurface soil, depositional soil, surface water, sediment, and groundwater.
- c. Parcel 186(6) – Training Area T-38
- 1) Parcel 186(6), located on the Main Post west of Reservoir Ridge, is south of United Road and east of Ruskin Avenue. The parcel investigation area occupies approximately 160 acres which surrounds the former training Area T-38. The T-38 site includes about 6 acres and is surrounded by a 6-foot high chain-link fence with three locked access gates. Warning signs are posted. Much of the parcel 186(6) investigation area lies within the Alpha Area; therefore, LUC that apply to Alpha Area will serve for that portion of the parcel 186(6).
  - 2) The site was used between 1961 and 1972 for training escort personnel in techniques of eliminating toxic hazards caused by mishaps involving chemical munitions during transport. Military activities at the site included artillery shell tapping (CG (phosgene) -filled mortar rounds), CWM (HD) transfer training, and filling of aerial smoke tanks. The area was also used to store, demonstrate, or dispose of CWM (including GB, VX, and HD), decontamination solutions, and other training chemicals. The area reportedly was used from the early to late 1980s as a chemical agent identification area. Aerial photographs indicate that some activities began at the site as early as 1954. Extensive decontamination was reportedly conducted at the site for spills and for decontaminating training aids. The types of decontaminants used, quantities, and frequency of use are unknown but are assumed to include DANC, STB, and DS-2. The CWM EE/CA investigation results indicated the risk of exposure to CWM at this site is unlikely; thus, there was a "No Further Action" decision for CWM.
  - 3) Potential contaminant sources at the site include CWM decontaminating agents and toxic agents and munitions. VOCs were identified in groundwater from wells and in springs. Additional investigations are needed to delineate the horizontal extent of contaminants in groundwater north-northeast of the site. Based on the history of the training area usage, target analyses include VOCs, SVOCs, metals, explosives, and chemical agent breakdown products in surface soil, subsurface soil, surface water, sediment, and groundwater.

- d. Parcel 510(7) – Cane Creek Training Area
  - 1) This area covers approximately 2 acres and is located along Cane Creek on the east side of Fox Road.
  - 2) The area appeared on a 1956 map of Chemical Corps Training Areas and was used for classes in decontamination procedures and equipment in 1958. It is unknown whether toxic agents were used. The CWM EE/CA investigation results indicated the risk of exposure to CWM at this site is unlikely; thus, there was a “No Further Action” decision for CWM.
  - 3) Potential contaminant sources are unknown, but potential contaminants may include metals, VOCs and SVOCs. Based on the history of the training area usage, target analyses include VOCs, SVOCs, metals, and chemical agent breakdown products in surface soil, subsurface soil, depositional soil, surface water, sediment, and groundwater.
- e. Parcels 511(7) Blacktop Training Area and 512(7) Fenced Yard in Blacktop Area
  - 1) The 3-acre asphalt area is located along the east side of Reggie Avenue and contained a fenced yard at one time.
  - 2) The area was identified on a 1956 map of Chemical Corps training areas and on the 1969 Chemical School Orientation Map. Various demonstrations such as decontamination training may have occurred here, but the exact use is unknown. The area reportedly was used for training in the use of flame throwers, decontamination equipment, and smoke generators. The fenced yard may have been used to store agent or for toxic agent training, but the purpose of the yard is not known. It first appeared on a 1982 aerial photograph of the site. The CWM EE/CA investigation results indicated the risk of exposure to CWM at this site is unlikely; thus, there was a “No Further Action” decision for CWM.
  - 3) Potential contaminant sources include VOCs, SVOCs, and metals. Based on the history of the training area usage, target analyses include VOCs, SVOCs, metals, and chemical agent breakdown products in surface soil, subsurface soil, depositional soil, surface water, sediment, and groundwater.

#### **4. LUC Boundaries (see enclosed figures)**

The boundaries for the characterization areas where the interim LUC (see paragraph 6) apply are indicated in the enclosed figures. Global Positioning System (GPS) points for the boundary of the areas are noted on the figures.

#### **5. LUC Objectives**

The interim LUC in paragraph 6 are intended to minimize risk to human health and the environment and to promote human safety. The objective is to minimize the potential for exposure to any environmental contaminants that may be present and is achieved by:

- a. Prevention of contact with or disturbance of soils (surface, subsurface, depositional), surface water, and groundwater at sites outside of Alpha, Bravo, and Charlie areas where characterization for hazardous substances is ongoing.
- b. Maintaining the integrity of any existing monitoring systems.

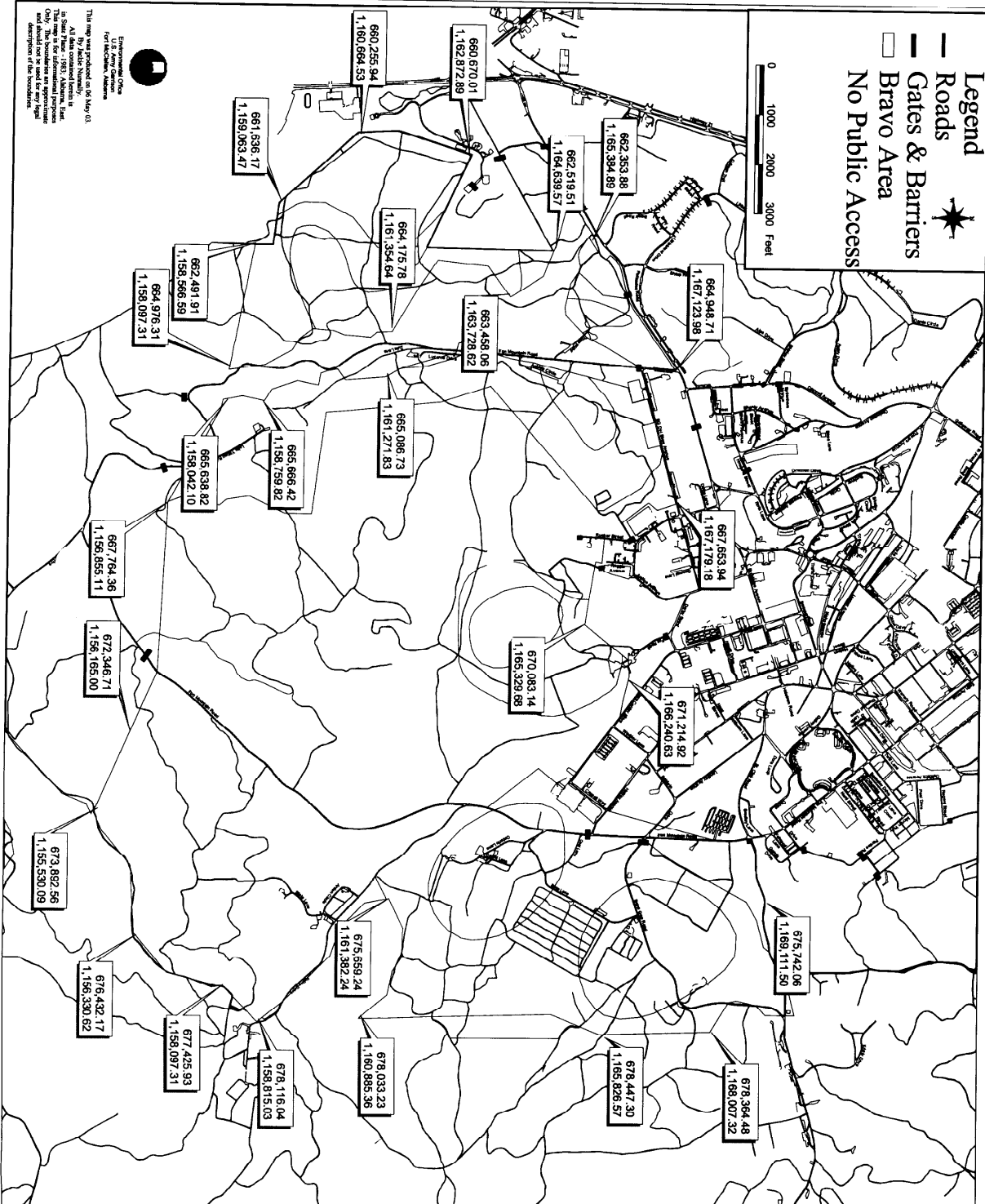
## **6. Interim LUC (see enclosed figures)**

Land Use Controls include any type of physical, legal, or administrative mechanism that restricts the use of or limits access to real property to prevent or reduce risks to human health and the environment. These LUC described in this LUCIP meet the objective stated in paragraph 5 above. Monitoring, maintaining, and enforcing these LUC remain an Army responsibility until such time as JPA assumes responsibility.

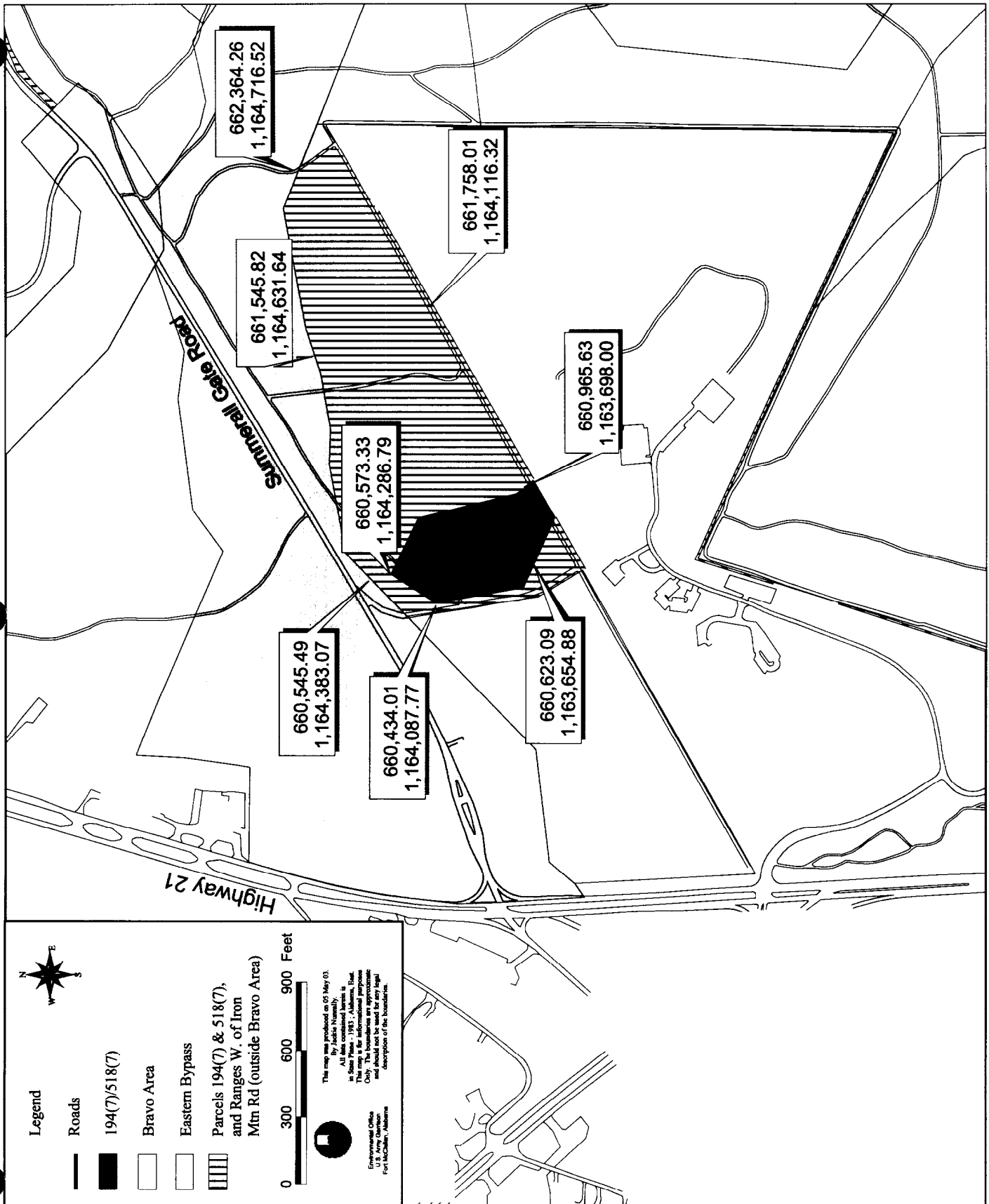
- a. Land Use Restrictions
  - 1) Public access is not allowed.
  - 2) Use of the property for any purpose is not allowed pending completion of characterization and any required response actions.
- b. Land Use Control Mechanisms
  - 1) Property Use Restriction – A restriction prohibiting all uses of the property pending completion of characterization and required remedial response shall be incorporated into the deed transferring the property.
  - 2) Groundwater Related Restriction – Groundwater monitoring wells remain on the property and shall not be disturbed. A Notice of Groundwater Monitoring Wells and Covenant will be included in the transfer documents.
  - 3) Zoning - The area lies within the boundaries of the City of Anniston. The city will be asked to zone the properties in accordance with final response cleanup levels, and appropriate notifications of LUC will be given to City planners and entities responsible for issuing building permits.
  - 4) Inspections
    - i. The Army will inspect the areas daily to ensure the restrictions have not been violated.
    - ii. The inspections will be documented.
    - iii. This area is within the police jurisdiction of the Anniston Police Department.
    - iv. The Army reserves the right to enter the property and may inspect the adequacy of the LUC.

**7 - 13. See LUCIP Introduction**

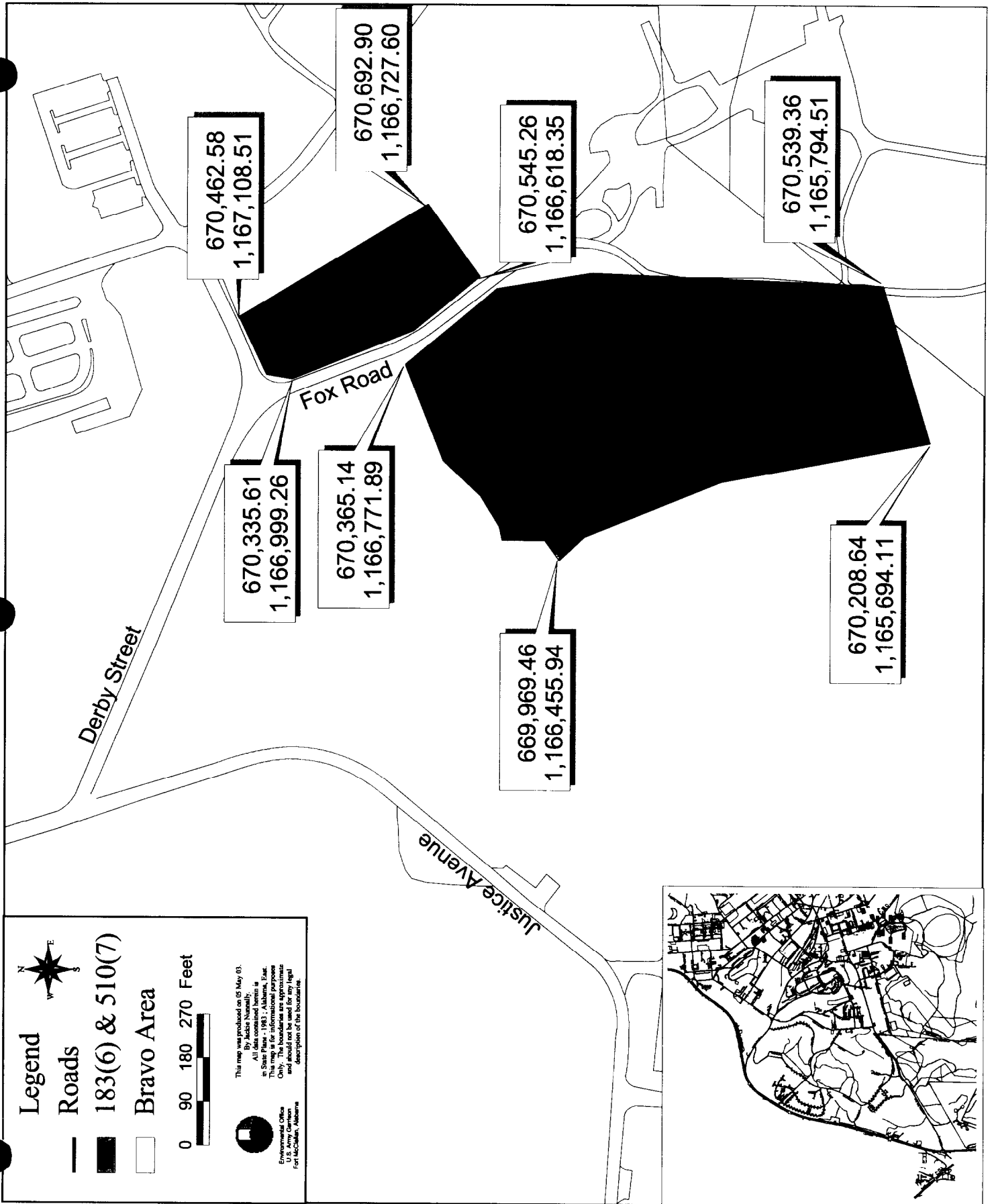
# LUC Bravo Area



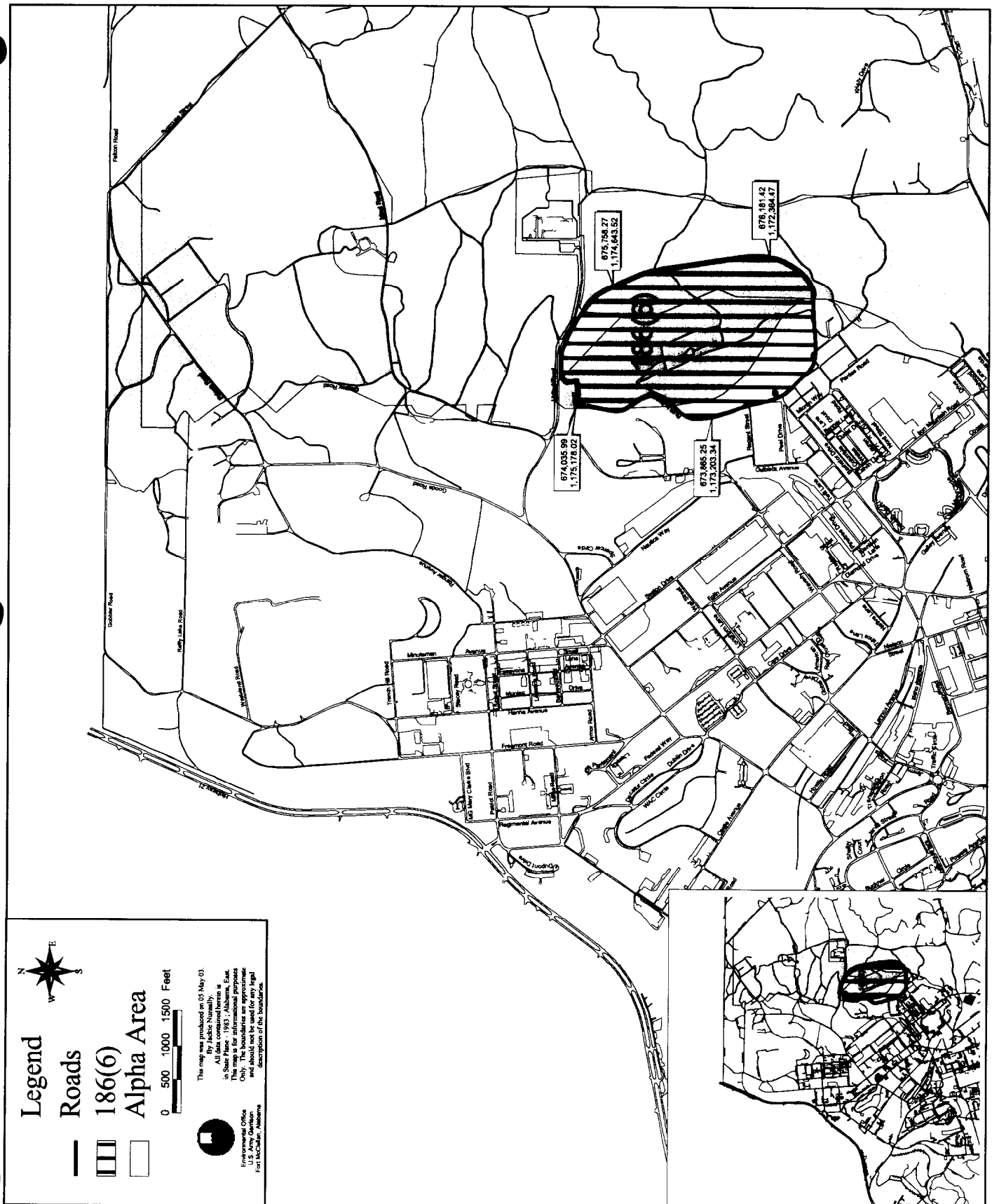
*Parcels 194(7) & 518(7), and Ranges W. of Iron Mtn Rd (outside Bravo Area)*



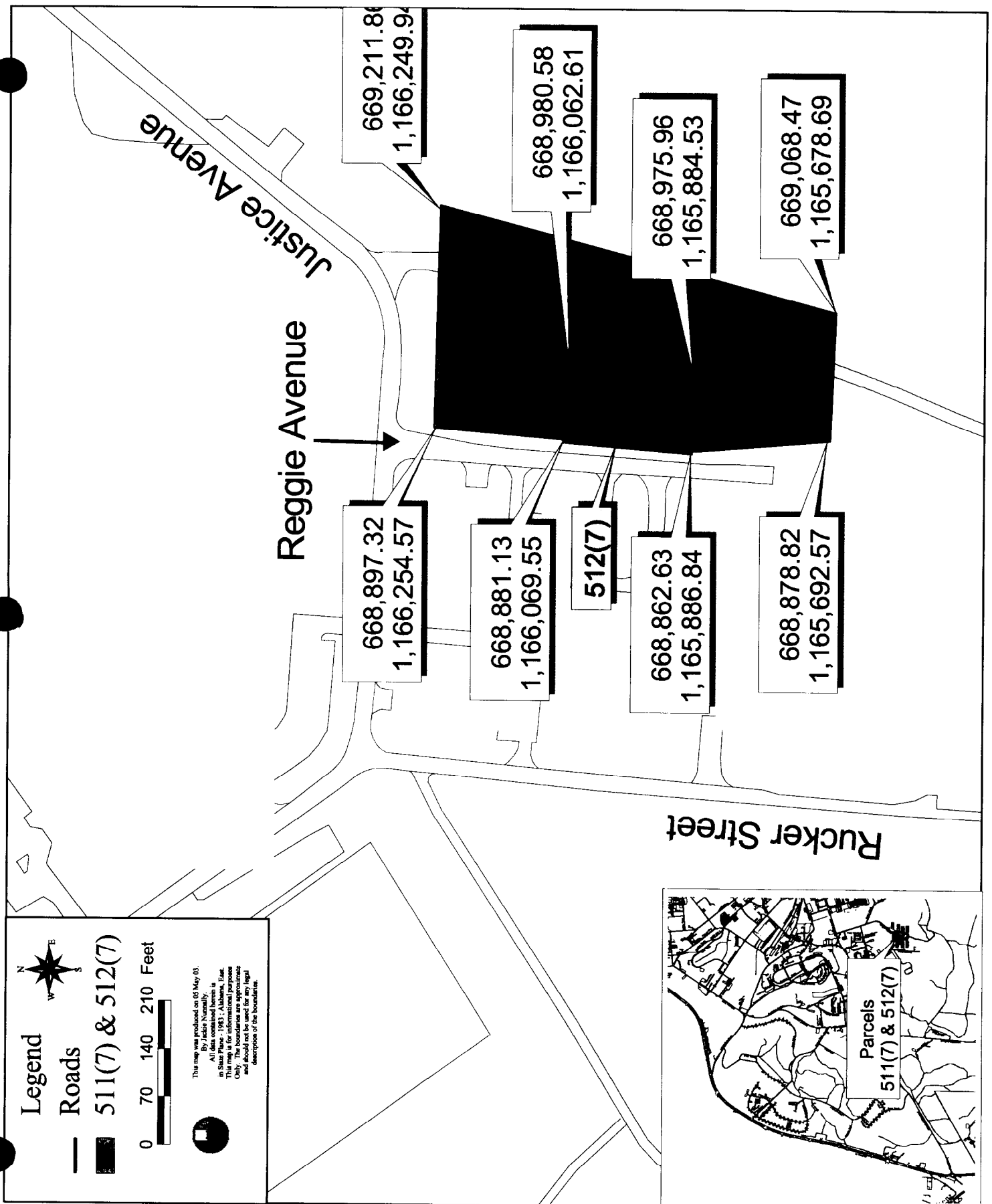
# LUC Parcels 183(6) & 510(7)



*LUC Parcel 186(6)*



# LUC Parcels 511(7) & 512(7)





**DEED NOTICE**

This Deed Notice of interim land use controls and restrictive covenants ("Deed Notice") dated September \_\_\_\_, 2003, has been prepared and executed by the State of Alabama, acting by and through the Alabama Department of Environmental Management ("ADEM") and the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority, an incorporated nonprofit association under the Alabama Unincorporated Nonprofit Association Act ("JPA"), pursuant to Part \_\_\_\_ of a Cleanup Agreement between ADEM and the JPA dated September \_\_\_\_, 2003 ("Clean-up Agreement"). This Deed Notice is attached to and made a part of a quitclaim deed ("Deed") from the United States of America, acting by and through the Secretary of the Army to the JPA dated September \_\_\_\_, 2003, and, as provided in the Deed, the restrictive covenants contained herein are being imposed (i) pursuant to the Hazardous Waste Management and Minimization Act, Code of Alabama, as amended, sections 22-30.1 to 22-30-24, and (ii) as required by the Grantor in the Deed, to ensure the protection of human health and the environment. This Deed Notice covers the portion of the Property set forth in Exhibit A hereto ("Restricted Parcel"). The interim restrictive covenants contained herein bind the parties hereto and the parties to the Deed, shall run with the land and be enforceable by ADEM and the Grantor. Upon achievement of final remedies as approved by ADEM under the Clean-up Agreement regarding the environmental conditions affecting the Restricted Parcel, this Deed Notice will be appropriately amended by ADEM and the JPA reflecting any restrictive covenants required thereby.

IN WITNESS WHEREOF, this Deed Notice is executed as of the \_\_\_\_ day of September 2003, by:

State of Alabama  
Alabama Department of Environmental Management

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Anniston-Calhoun County Fort McClellan  
Development Joint Powers Authority

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[NOTARY]

**NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER AND COVENANT:**

1. The JPA is hereby informed and does acknowledge that contaminated groundwater has been found on parcels 66(7), 94(7), 80(6), 81(5), 175(5) ("Restricted Parcels"), as said Restricted Parcels are more particularly described in Exhibit A. The ground water beneath the Restricted Parcels is contaminated with Trichloroethene (TCE), Vinyl chloride, and Polycyclic Aromatic Hydrocarbon (PAHs).
2. Upon request, the Grantor, agrees to furnish to the JPA any and all records in its possession related to the referenced sites.
3. Restrictions and Conditions: Consumptive or other use of groundwater and direct contact with groundwater below the Restricted Parcels is prohibited, unless property safety and disposal measures as approved by the Alabama Department of Environmental Management (ADEM) are implemented by the JPA> For the purpose of this restriction, the term "groundwater" shall have the same meaning as in CERCLA Section 1012(12). The JPA covenants that it shall not undertake nor allow any activity on or use of the Restricted Parcels that would violate the restriction contained herein.

**NOTICE OF NON-RESIDENTIAL USE:**

The JPA covenants not to use parcels 79(6) and 80(6), as said parcels are more particularly described in Exhibit A ("Restricted Parcels"), for residential purposes. Residential purposes include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities. The JPA covenants that it will not undertake nor allow any activity on or use of the Restricted Parcels that would violate the restrictions contained herein.

**NOTICE OF NON-RECREATIONAL USE OF REILLY LAKE:**

1. The JPA is hereby informed and does acknowledge that the following activities are restricted at the parcels more particularly described in Exhibit A ("Restricted Parcels").
  - a. Swimming, wading, fishing, or harvesting aquatic animals in the lake, wetlands, and streams is not allowed.
  - b. Consumption of fish or other aquatic animals found in the lake, wetlands, and streams is not allowed.
2. The JPA is hereby notified and does acknowledge that:
  - a. There are existing signs around the Restricted Parcels warning the Restricted Parcels are off limits to all activities referenced above. Additional signs prohibiting fishing and swimming in the lake, wetlands, and streams will be placed on the boundaries of the Restricted Parcels by the JPA. The boundary signage will be within line of sight of the adjoining signs. Signs shall be spaced so that they may be readily seen from any approach to any access area and present a contiguous delineation of warning signs crossing access areas.
  - b. It is noted that gates currently restrict access to roads leading to the Restricted Parcels.
3. Inspections
  - a. The JPA shall inspect the security of the gates daily and inspect the Restricted Parcels weekly to ensure the restrictions contained herein have not been violated.
  - b. The inspections shall be documented by the JPA and kept on file at JPA offices for inspection by ADEM and the Grantor.

**NOTICE OF UNEXPLODED ORDNANCE AND DISCARDED MILITARY MUNITIONS (UXO/DMM):**

1. The Restricted Parcel may contain UXO/DMM. This notice is intended to minimize risk to human health and the environment and to promote human safety. The Objective is to minimize the potential for exposure to UXO, DMM, and any environmental contaminants that may be present and is achieved by:
  - a. Controlling access to the Restricted Parcel; and
  - b. Educating the public on the explosive hazards associated with munitions that may be present on the Restrict Parcel, particularly UXO, and the actions they should take (Recognize, Retreat, Report) should they encounter a UXO or suspected UXO.
2. Inspections
  - a. The JPA shall inspect the security of the locked gates daily and inspect the Restricted Parcel on a weekly basis to ensure the restrictions contained herein have not been violated. Violations will be documented by the JPA, and copies of said documentation will be provided to the Alabama Department of Environmental Management (ADEM) pursuant to the notice provisions in the Clean-up Agreement, and reported to the Anniston Police Department.
  - b. The JPA shall prepare a summary report of each inspection and shall keep these reports and the reports on any violations on file at the JPA offices for inspection by ADEM and the Grantor.
  - c. The Grantor reserves the right, at reasonable times following notice to the JPA, to enter the Restricted Parcel for the purpose of inspecting the adequacy of the restrictions contained herein.
3. Enforcement
  - a. The JPA will install warning signs as appropriate around the perimeter of the Restricted Parcel. All boundary signage will be within line of sight of the adjoining signs. Signs shall be spaced so that they may be readily seen from any approach to the Restricted Parcel and present a contiguous delineation of warning signs crossing access areas. Signage will be installed according to guidance by the Grantor and the Occupational Safety and Health Act.
  - b. The existing gates and barriers, noted on Exhibit A, are intended to deny access to areas undergoing characterization for UXO and DMM. The gates will be maintained under lock and key control. Signs on the gates will be maintained to warn persons to keep out of the areas beyond the gates. Additional gates or barriers may be added at the option of the JPA.

#### 4. Community Outreach

An active community outreach educational program outlining the dangers associated with UXO and entering areas that are known or suspected to contain UXO will be implemented by the JPA. This program should be based upon the Grantor's UXO Safety Education Program and emphasize the Three Rs (Recognize, Retreat, Report). The program must be offered semi-annually to persons who are users, lessees, assigns, and owners of transferred portions of Fort McClellan.