# **ORIGINAL**

This Deed Prepared By:
James A. Wagoner, III
Assistant District Counsel
U.S. Army Corps of Engineers
Mobile District
P.O. Box 2288
Mobile, AL 36628-0001

DEED 3068 234
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Arthur C. Murras
Judse of Probate
Calhoun Counts, Alabama

STATE OF ALABAMA )

**COUNTY OF CALHOUN** )

# QUITCLAIM DEED Fort McClellan, Alabama

THIS QUITCLAIM DEED, between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377), 40 U.S.C. §101, et seq., as amended, and the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510 (hereinafter referred to as "BRAC"), as amended, and the ANNISTON-CALHOUN COUNTY FORT McCLELLAN DEVELOPMENT JOINT POWERS AUTHORITY (hereinafter the "GRANTEE"), an unincorporated nonprofit association under the Alabama Unincorporated Nonprofit Association Act.

NOW THEREFORE, the Grantor, pursuant to BRAC, and in consideration of other good and valuable consideration, 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 REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, all its right, title, and interest in the Property situated, lying and being in the County of Calhoun, in the State of Alabama, containing approximately 2.5 acres as shown on Exhibit A and as described at Exhibit B (Sharp Road – 1.5 acres) (Egbert Hill – 1.0 acre), attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO existing building or zoning laws, as applicable; and said Property being subject to those easements, reservations, restrictions or outgrants of record and/or the following:

Department of Army License No. DACA01-3-00-286 to the State of Alabama granting use and occupancy of the Egbert

Hill Site for training and support of the Alabama National Guard. The use of the Egbert Hill Site facilities under the terms of said License will continue until the Chemical Stockpile Emergency Preparedness Program (CSEPP) mission has been completed. Said Department of Army License No. DACA01-3-00-286 is attached hereto and made a part hereof as Exhibit C.

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 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.

TO HAVE AND TO HOLD the Property granted herein to the Grantee and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the

GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the **ENVIRONMENTAL PROTECTION PROVISIONS** set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the **ENVIRONMENTAL PROTECTION PROVISIONS**, in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

#### 1. CERCLA COVENANT

Pursuant to Section (h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the Property prior to the date of this deed shall be conducted by the United States. This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such Property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the Property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

#### 2. RIGHT OF ACCESS

A. Pursuant to Section (h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), the Grantor hereby reserves a perpetual and assignable easement and right of access to the Property in any case in which a response or corrective action is found to be necessary after the date of this conveyance at such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property. In exercising this access easement, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in the remediation of the Property or the adjacent property, as the case may be, except for emergency situations or an imminent threat to human health and the environment, (in which case the Army shall give such notice as is reasonably practicable under the circumstances) and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee shall not through construction or operation/maintenance activities; interfere with any remediation or response action conducted by the Grantor under this Section. The Grantee, the then record owner, and any other person, shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

#### 3. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit D, which is attached hereto and made a part hereof. The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

#### 4. NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE, its successors, and assigns and every successor in interest to the Property hereby conveyed shall not discriminate against any person or persons or exclude them from participation in the GRANTEE's and such successors', and assigns' operations, programs or activities conducted on the Property because of race, color, religion, sex, age, handicap or national origin. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

# 5. INDEMNIFICATION OF TRANSFEREES OF CLOSING DEFENSE PROPETY

Grantor and Grantee are aware of their respective obligations and responsibilities under Section 330, National Defense Authorization Act for Fiscal Year 1993, Public Law 102-484, Oct. 23, 1992, 106 Stat. 2371, as amended by Section 1002, National Defense Authorization Act for Fiscal Year 1994, Public Law 103-160, Nov. 30, 1993, 107 Stat. 1745. (see 10 U.S.C §2687, note)

### 6. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

#### 7. NO WAIVER

The failure of the Government to insist in any one or more instances upon complete

performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army for Installations and Housing (I&H), this the 26th day of September, 2005.

UNITED STATES OF AMERICA

LW. With

Deputy Assistant Secretary of the Army (Installations and Housing) OASA(I&E)

Signed and sealed and delivered In the presence of:

Witness:

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA ) SS: **COUNTY OF ARLINGTON** 

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Notary Public

My Commission Expires: August 31, 2009

#### ACCEPTANCE BY GRANTEE

The terms and conditions of this Quitclaim Deed are hereby accepted this day of September, 2005. 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 AUTHORTY

Chairman

In the presence of:

Witness:

#### ACKNOWLEDGEMENT

STATE OF ALABAMA

) SS:

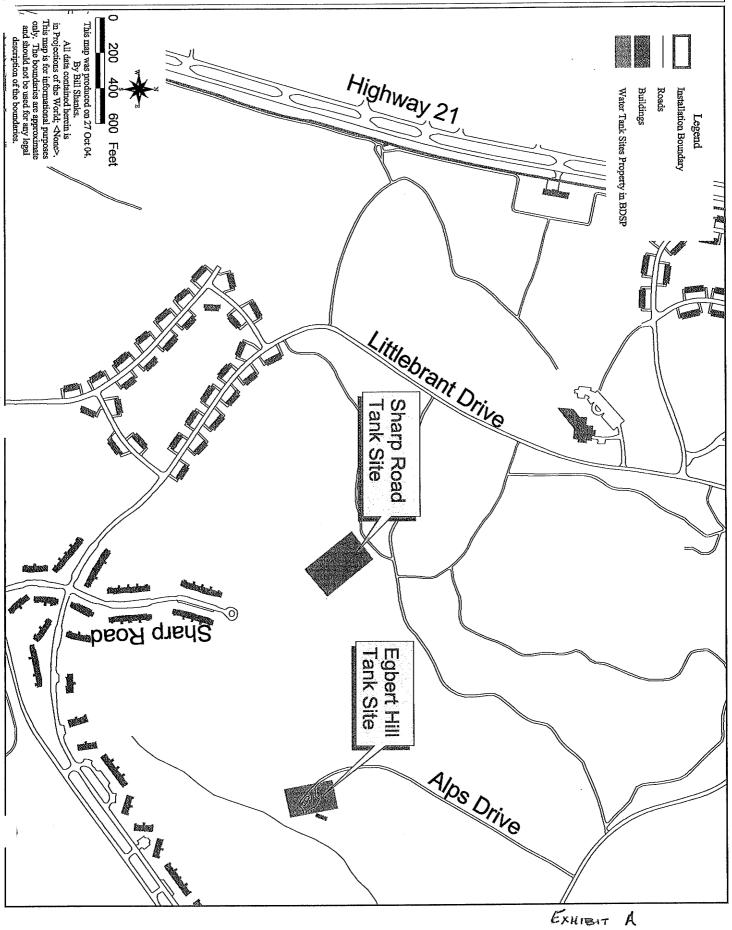
COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for the State of Alabama, County of Calhoun, whose commission as such expires on the 3/ort day of Language, 2009, 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 ged day of September, 2005, and acknowledged the same for and on behalf of the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority.

My Commission Expires: 2/31/2009

# Sharp Road/Egbert Hill Tank Sites BDSP





# Exhibit B Legal Descriptions

#### EGBERT FIELD

A parcel of land situated in the Northwest Quarter of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21 Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 89°12'06" E along the south line of said section, for a distance of 151.15 feet; thence leaving said south line, run N 00°47'54" E for a distance of 2829.I0 feet; thence run S 89°12'06" E for a distance of 1249.99 feet to the POINT OF BEGINNING; thence run N 10°29'59" W for a distance of 271.39 feet; thence run N 78°30'47" E for a distance of 160.20 feet; thence run S 10°55'24" E for a distance of 269.40 feet; thence run S 77°49'O5" W for a distance of 162.24 feet to the POINT OF BEGINNING; said described tract containing 43,584 Square Feet. (1.00 Acre) more or less.

#### SHARP ROAD

A parcel of land situated in the Northwest Quarter of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Ran8e East, Huntsville Meridian, Calhoun County, Alabama; thence run S 89°I2'O6" E along the south line of said section, for a distance of 151.15 feet; thence leaving said south line, run N 00°47'54" E for a distance of 2929.89 feet to the POINT OF BEGINNING; thence run N 38°47'58" W for a distance of 337.72 feet: thence run N 52°23'O5"E for a distance of 193.49 feet; thence run S 39°32'22" E for a distance of 330.10 feet: thence run S 50°08'36" W for a distance of 197.75 feet to the POINT OF BEGINNING; said described tract containing 65,304 Square Feet. (1.50 Acres) more or less.

#### EXHIBIT C

LICENSE NO. DACA01-3-00-286

DEPARTMENT OF THE ARMY

LICENSE FOR NATIONAL GUARD PURPOSES

FORT McCLELLAN

CALHOUN COUNTY, ALABAMA

THE SECRETARY OF THE ARMY, hereafter referred to as the Secretary, under the authority of Title 32, United States Code, Section 503, hereby grants to the State of Alabama, hereinafter referred to as the grantee, a license to use and occupy for training and support of the Alabama National Guard certain land and improvements, hereinafter referred to as the premises, as shown and identified in Exhibit "A", attached hereto and made a part hereof. Land and improvements associated with the facilities herein licensed are as follows: Building No. 1120 with approximately 3.22 acres; Egbert Hill Site with approximately 5.59 acres; and the Ammunition Supply Point (ASP) facilities with approximately 47.41 acres, for a total of 56.22 acres.

THIS LICENSE is granted subject to the following conditions:

#### I. TERM

This license is granted for an indefinite term. The use of Building No. 1120 and Facilities at the Egbert Hill Site will continue until the Chemical Stockpile Emergency Preparedness Program (CSEPP) mission has been completed, approximately in the year 2007. The use of the ASP Facilities will continue until an ammunition transfer point has been constructed at Pelham Range.

# 2. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupancy of the premises shall be without cost to the regular establishment of the military departments of the Department of Defense and shall be under the general supervision of the District Engineer, hereinafter referred to as said officer, and subject to such rules and regulations as may be prescribed from time to time by said officer.

## 3. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county, and municipal laws, ordinances, and regulations wherein the premises are located.

#### 4. FACILITY MAINTENANCE

The grantee shall maintain and keep the premises in good repair and condition and all costs of operation, maintenance, and restoration shall be paid for from funds available to the grantee, or from funds other than those appropriated for the regular establishment of the military departments.

#### 5. RIGHT TO USE

The United States, hereinafter referred to as the Government, reserves the right to use the premises, or any part thereof, including all buildings and improvements situated thereon, for such purposes as said officer deems necessary in the interest of national defense.

## 6. COST OF UTILITIES

The grantee shall obtain and pay the cost of required utilities from public/private providers other than the Government.

#### 7. USE RESTRICTIONS

The buildings and improvements included in this license shall not be used for the quartering of personnel engaged in the national guard activities except when such personnel are in the federal service or are participating in authorized training.

#### 8. IMPROVEMENTS AND ALTERATIONS

Additions to or alteration or improvement of the premises shall not be made without prior written approval of the District Engineer. All such additions, alterations or improvements shall be maintained by the grantee in good repair and condition. All such work designated as permanent by said officer shall, upon completion, become property of the Government.

#### 9. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the Government.

#### 10. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least thirty (30) days notice in writing.

#### 11. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove its property (except those permanent additions, alterations, and improvements which have become property of the Government under provision of the condition on IMPROVEMENTS AND ALTERATIONS) and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises within such time as the said officer may designate. In either event, if the grantee fails to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the Government without compensation therefor, or said officer may cause the property to be removed at the expense of the grantee, and no claim for damages against the Government shall be created on account of such action.

# 12. USE BY OTHERS

The grantee shall not transfer or assign this license, or any interest in the premises, however, upon concurrence of the Director, Army National Guard, National Guard Bureau, the grantee may (1) permit the temporary or intermittent use of the premises by elements of the Department of Defense for joint use or individual training purposes, provided such use will not interfere with the National Guard use; or (2) issue licenses for nonprofit, community service-type activities under the same conditions as those allowed by active installation commanders by existing Army regulations.

# 13. PROTECTION OF PROPERTY

- a. The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.
- b. Upon termination of the grantee's requirement for the premises, the grantee shall remain responsible to protect and maintain the premises until transfer to and acceptance by another accountability officer is accomplished or in accordance with applicable laws, rules and regulations.

#### 14. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.
- c. Additional Environmental Protection Provisions are attached as Exhibit "B", attached hereto and made a part hereof, to ensure there will be no unacceptable risk to human health or the environment and no interference with the ongoing Fort McClellan Installation Restoration Program (IRP), and to ensure the regulatory requirements for the IRP and other compliance programs administered by the Army are met.

#### 15. ENVIRONMENTAL BASELINE SURVEY

An Environmental Baseline Survey (EBS) documenting the known history of the property with regard to storage, release or disposal of hazardous substances thereon has previously been provided to grantee. A copy of the EBS Summary is attached as Exhibit "C" hereto and made a part hereof. Upon expiration, revocation or termination of this license, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee to the satisfaction of the said officer.

## 16. HISTORICAL PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until the said officer gives clearance to proceed.

#### 17. NON-DISCRIMINATION

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 licensed premises because of race, color, religion, sex, age, handicap or national origin. The grantee by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); and all requirements imposed by or pursuant to the Department of Defense Directive 5500.11 (32 CFR Part 300) issued on December 28, 1964.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this  $12^m$  day of November, 1999.

DONALD L. BURCHETT Chief, Real Estate Division

U.S. Army Engineer District, Mobile

This license is executed by the grantee this 1274 day of November 1999.

WILLIE A. ALEXANDER

Major General, AL ARNG

Adjutant General

Vice-Chairman, Alabama

**Armory Commission** 

This license has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

BRYANE. MORGAN

LTC, JA, AL ARNG Staff Judge Advocate

The Alabama State Military Department

#### **EXHIBIT D**

# ENVIRONMENTAL PROTECTION PROVISIONS (Sharp Road & Egbert Hill)

# 1. Liability for Contamination

The Grantee, any successor, assignee, transferee, lender or lessee of the Grantee, or its successors or assigns, shall have no obligation to fund, participate in or complete the clean-up of existing hazardous substances, pollutants or contamination (collectively "Contamination") on or under the Property except to the extent any such party caused or contributed to the Contamination as provided under Section 120(h) of CERCLA. Furthermore, the Grantor shall not be liable hereunder to perform or fund any response action under CERCLA or other applicable law required (i) due to a violation by the Grantee, its successors or assigns, of any of the land use restrictions in the environmental protection provisions contained herein.

## 2. Notice of the Potential Presence of Munitions and Explosive Concern (MEC)

Fort McClellan is a former military installation with a history of OE use and, therefore, there is a potential for OE and MEC to be present on the Property. MEC, which distinguishes specific categories of military munitions that may pose unique explosive 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. However, based on a review of existing records and available information, the Property is not known, or suspected, to contain ordnance and explosives. In the event the Grantee, its successors and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local police department. A competent Government or Government designated explosive ordnance professional will be dispatched promptly to dispose of such ordnance properly. The Grantee, its successors and assigns, will provide access to the Grantor, at no expense to the Government, for the purpose of removal of MEC in the event the Grantee, its successors and assigns, should discover any ordnance on the Property. Additionally, the Grantee acknowledges receipt of the "Ordnance, Ammunition and Explosives Archives Search Report, dated April 1997 (the "ASR") and the "Ordnance, Ammunition and Explosives Chemical Warfare Materials Archives Search Report," Dated July 1999 (the "CWMASR").

3. Notice of the Presence of Lead-Based Paint and Covenant (Facility No. 3797, Egbert Hill)

- A. The Grantee is hereby informed and does acknowledge that all buildings and Residential Real Property on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint (LBP). "Residential Real Property" means dwelling units and associated common areas and building exterior surfaces, and any surrounding land, including outbuildings, fences, play equipment affixed to land, available for use by residents (but not including land used for agriculture, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways) and buildings visited regularly by the same child, 6 years of age or under, and at least two different days within any week, including day-care centers, preschools and kindergarten classrooms. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
- B. The seller of any interest in Residential Real Property is required to provide the buyer with any information on LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards. Available information concerning known LBP and/or LBP hazards at Fort McClellan, the location of LBP and/or LBP hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey (EBS) and (for residential properties) LBP inspections and risk assessments, which have been provided to the Grantee. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention and hereby acknowledges receipt of all of the information described in this subparagraph.
- C. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of LBP and/or LBP hazards prior to execution of this Deed.
- D. The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph (A), above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to LBP and/or LBP hazards. Prior to permitting the occupancy of Residential Real Property, the Grantee, its successors and assigns specifically agree to perform, at their sole expense, the Grantor's abatement requirement under Title X of the Housing and Community Development Act of 1992 [Residential Lead-Based Paint Hazard Reduction Act of 1992 (hereinafter Title X)].

In complying with these requirements, the Grantee, its successors and assigns, covenant and agree to be responsible for any remediation of LBP or LBP hazards on Residential Real Property found to be necessary after the date of conveyance to the

Grantee as a result of the subsequent use of the Property as Residential Real Property. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of LBP abatement activities.

- E. The Grantee, its successors and assigns, covenant and agree that it shall not permit the occupancy or use of any buildings or structures on the Property, as Residential Real Property or Child-Occupied Facilities, as defined by 40 CFR 745-223, without complying with this section and all applicable federal, state and local laws and regulations pertaining to lead based paint and/lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property or a Child-Occupied Facility, the Grantee, its successors and assigns, specifically agree to perform, at its sole expense, the abatement requirements under Title X or any requirements pertaining to lead-based paint hazards in Child Occupied Facilities. A Child-Occupied Facility is considered to be a building, or portion of a building, visited regularly by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visit lasts at least 6 hours, and the combined annual visits last at least 60 hours. Child-Occupied Facilities may include, but are limited to, day-care centers, preschools and kindergarten classrooms.
- F. The Grantee, its successors and assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (i) perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (ii) comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (iii) abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph (A) above, in accordance with the procedures in 24 CFR 35; (iv) abate lead soil hazards in pre-1978 Residential Real Property, as defined in paragraph (A) above, in accordance with procedures in 24 CFR 35; (v) abate lead soil hazards following demolition and redevelopment of structures in areas that will be developed as Residential Real Property; (vi) comply with EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (vii) perform the activities described in this paragraph within 12 months of the date of the lead-based risk assessment and prior to occupancy or use of the Residential Real Property; and (viii) send a copy of the clearance documentation to the Grantor.
- G. Following the date of conveyance of the Property to the Grantee, the Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, sublessees or to any other person, including members of the general public, arising from LBP or LBP hazards on the Property. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or

rising out of LBP or LBP hazards on the Property. The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities for actions giving rise to liability under this section. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this instrument and any conveyance of the Property to the Grantee. The Grantee, its successors and assigns, assume no liability for damages for personal injury, illness, disability, death or property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to lead-based paint on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee.

H. CONDITION, RESTRICTIONS, AND COVENANTS BINDING AND ENFORECEABLE. These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds for buildings or facilities to be utilized as Residential Real Property or Child-Occupied Facilities that contain LBP; and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are therefore enforceable by the Grantor and the State of Alabama.

Recording Fee TOTAL 63.00 63.00

STATE MEALARAMA. HALDHUN HAUNEY
I hereby certify that no Deed Tax has been collected on this instrument.

Judge of Probate
"NO TAX COLLECTED"

mum



# DEPARTMENT OF THE ARMY MOBILE DISTRICT, CORPS OF ENGINEERS P.O. BOX 2288 MOBILE, ALABAMA 36628-0001

October 6, 2005

REPLY TO ATTENTION OF

Military Branch Real Estate Division

Mr. Dan Cleckler, Executive Director Anniston-Calhoun County Joint Powers Authority P. O. Box 5327 Fort McClellan, AL 36205

Dear Mr. Cleckler:

Enclosed for your records is the original Quitclaim Deed to the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA) of approximately 2.5 acres of land for the Sharp Road and Egbert Hill Tank Sites, being a portion of the former Fort McClellan, Anniston, Alabama.

The conveyance transacted by this Quitclaim Deed is subject Department of the Army License No. DACA01-3-00-286 (Exhibit C to deed) to the State of Alabama granting use and occupancy of the Egbert Hill Site for training and support of the Alabama National Guard, as well as other provisions outlined therein, and in Exhibit D, Environmental Protection Provisions.

The Quitclaim Deed and all Exhibits must be filed for record in the land deed office of Calhoun County, Alabama, and evidence of the recordation specifying the Book and Page number furnished to this office in a timely manner.

The Alabama National Guard is aware of this conveyance, and is being furnished a coy of his correspondence with enclosures.

The point of contact for this action is Mr. Harold Duck, who may be contacted at telephone number (251) 690-3298, should you have any questions. Mr. Duck's email address is harold.g.duck@usace.army.mil.

Sincerely,

Acting Chief, Military Branch

Real Estate Division

Enclosure

Copy Furnished (w/enclosure):

Mr. Tom Lederle, Director, BRAC Field Office, Hampton

Ms. Nickie Perry, CESAD-PDS-R

Mr. Gary Harvey, Fort McClellan, Site Manager

COL David A. McPherson, EN ALARNG, Training Center Commander & Manager

ARTHUR C. MURRAY :-JUDGE OF PROBATE CALHOUN COUNTY, ALABAMA

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Instrument Humber	****
Clerk	NILLER
DEED (QUIT CLAIM)	
DEED	
Book Number	3068
Pase Number	
	234
Date Filed	10/11/2005
Time Filed	01:17:29 PM
Number of Pages	19
	• 7
Pases	57.00
Clocking	* * * * * *
	3.00
Special Fee 1	3.00
Total	63.00
Check 1	
(3922 JPA)	63.00
Total	63.00
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