

This deed was reviewed by
James A. Wagoner III, Attorney
U.S. Army Corps of Engineers
Mobile District
P.O. Box 2288
Mobile, AL 36628
251-690-3295

DEED 3154 599
Recorded In Above Book and Page
01/04/2013 10:55:30 AM
Alice K. Martin
Judge of Probate
Calhoun County, Alabama

**QUITCLAIM DEED
FORMER FORT MCCLELLAN
CALHOUN COUNTY, ALABAMA
WATER TANK SITES**

THIS QUITCLAIM DEED between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "GRANTOR"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Secretary of 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 section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of title xxix of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, whose mailing address is United States Army Corps of Engineers, Mobile District, ATTN: CESAM-RE-M, P.O. Box 2288, Mobile, AL 36628-0001 and **THE MCCLELLAN DEVELOPMENT AUTHORITY**, whose mailing address is 4975 Bains Gap Road, Anniston, Alabama 36205 (hereinafter referred to as the "GRANTEE").

WITNESSETH THAT:

THE GRANTOR, for and in consideration of anticipated job generation benefits and for no monetary consideration, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto GRANTEE 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 22.99 acres as more particularly described in Exhibit A-1, and shown on Exhibit A-2, attached hereto and made a part hereof (hereinafter referred to as the "Property");

SUBJECT TO all valid and existing reservations, covenants, conditions, restrictions, and easements including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE, its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges 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 reservations, covenants, conditions, restrictions, and easements hereinafter set forth;

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this deed and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this deed is made and accepted upon each of the following covenants, conditions and restrictions which shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity by the GRANTOR and other interested parties as may be allowed by law; that the covenants, conditions and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions and restrictions in subsequent conveyances of the Property does not abrogate the status of the covenants, conditions and restrictions as binding upon the GRANTOR and the GRANTEE, its successors and assigns:

1. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.

2. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

3. "As Is" Condition of Property

The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property is conveyed "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the GRANTOR.

Nothing in this "As Is" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980" or any other statutory obligations.

4. Indemnify and Hold Harmless

To the extent authorized by law, the GRANTEE, for itself, its successors and assigns covenants and agrees to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on the Property after the date of this deed.

The GRANTEE, for itself, its successors and assigns, covenants and agrees that the GRANTOR shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

Nothing in this "Indemnify and Hold Harmless" provision shall be construed to modify or negate the GRANTOR's obligation under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980" or any other statutory obligations.

5. Post-Transfer Discovery of Contamination

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of this deed, the GRANTEE, its successors or assigns shall be responsible for such release or threat of release of such newly discovered hazardous substance or petroleum product unless the GRANTEE, its successors or assigns is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to the GRANTOR's activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the newly discovered hazardous substance or petroleum product is due to the GRANTOR's activities, use, or ownership of the Property, the GRANTEE, its successors or assigns shall immediately secure the site and notify the GRANTOR of the existence of the hazardous substance or petroleum product and the GRANTEE shall not further disturb or allow the disturbance of such hazardous substance or petroleum product without the prior written permission of the GRANTOR.

The GRANTEE, for itself, its successors or assigns, as part of the consideration for the conveyance of the Property, hereby agrees to release the GRANTOR from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance or petroleum product on the Property occurring after the date of this deed, where such hazardous substance or petroleum product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents, contractors, or any other person other than the Grantor after the date of this deed. This provision shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

6. Environmental Protection Provisions

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 "Notice of the Potential Presence of Munitions and Explosives of Concern (MEC)" contained herein and shall require the inclusion of the said "Notice of the Potential Presence of Munitions and Explosives of Concern (MEC)" in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

7. Notice of the Potential Presence of Munitions and Explosives of Concern (MEC)

The GRANTEE is hereby notified that due to former use of the Property as a military installation, the Property may contain munitions and explosives of concern (hereinafter referred to as "MEC"). The term "MEC" means specific categories of military munitions that may pose unique explosive safety risks and includes: unexploded ordnance (hereinafter referred to as "UXO"), as defined in 10 U.S.C. § 101(e)(5); discarded military munitions (hereinafter referred to as "DMM"), as defined in 10 U.S.C. § 2710(e)(2); or munitions constituents (e.g., trinitrotoluene (TNT), cyclotrimethylenetrinitramine (RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.

Portions of the Property were previously used for munition-related activities, to include live fire training that resulted in the presence of MEC on the Property. The Property contains three munitions response sites (hereinafter referred to as "MRS"). These MRS, which are within the Bravo Area munitions response area, are the: (1) Rucker Avenue Water Tank Site; (2) Snap Road Water Tank Site; and (3) Bains Gap Water Tank Site. From December 2003 to May 2004, the Department of the Army conducted a munitions response to remove all detected MEC to depth. During this response, a total of 19 MEC items were discovered. A review of characteristics of these items identified as MEC in the report indicated that they may be further classified as either UXO or as DMM, as described herein.

At the Rucker Avenue Water Tank Site, one rifle grenade was discovered. This munition, which was identified as MEC, can be further classified as UXO.

At the Snap Road Water Tank Site, the following items were discovered and identified as UXO: a smoke grenade, a 3" Stokes mortar, three trip flares, a 2.36" M6 rocket, a slap flare, a practice grenade, and a projectile fuze. The following items were also discovered and identified as MEC: a 3" Stokes mortar and four 75mm shrapnel projectiles. These MEC items can be further classified as UXO.

At the Bains Gap Water Tank Site the following items were discovered and identified as UXO: a one-pounder projectile and a projectile fuze. The following items were also discovered and identified as MEC: a smoke grenade and a slap flare in the original shipping container. The smoke grenade can further be identified as a UXO, with the slap flare identified as DMM.

All MEC items were detonated in place using approved procedures. A summary of MEC discovered on the Property is provided in Exhibit B, attached hereto and made a part hereof. A map depicting the location of munitions response sites is provided as Exhibit C, attached hereto and made a part hereof.

The GRANTOR represents that to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the GRANTOR's determination, the parties hereto acknowledge that there is a possibility that MEC may exist on the Property. If the GRANTEE, any subsequent owner, or any person should find any MEC on the Property, they shall immediately stop any intrusive or ground disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the local police department so that appropriate explosive ordinance disposal personnel can be dispatched to address such MEC as required under applicable laws and regulations.

The GRANTOR hereby reserves a perpetual and assignable easement and right of access on, over, and through the Property, to access and enter upon the Property in any case in which munitions response action is found to be necessary or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response actions necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this deed. This easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of its intent to enter on the Property, except in emergency situations. The GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and GRANTEE's successor's and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors or assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

In exercising this easement and right of access, neither the GRANTEE nor its successors or assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the GRANTOR or its officers, employees, agents, contractor of any tier, or servants pursuant to and in accordance with this "Notice of the Potential Presence of Munitions and Explosives of Concern (MEC)." In addition, the GRANTEE, its successors and assigns, shall not interfere with any munitions response action conducted by the GRANTOR on the Property.

The GRANTEE acknowledges receipt of the Site Specific Final Report Water Tank Construction Sites, dated May 2006, and the Statement of Clearance dated June 2006.

8. Non-Discrimination Covenant

The GRANTEE covenants for itself, its successors and assigns that the GRANTEE and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, age, disability or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. 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 GRANTOR 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 herein conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

9. 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.

10. No Waiver

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any obligation of the GRANTEE, its successors or assigns required by the covenants, conditions, and restrictions set forth in this deed shall not be construed as a waiver or a relinquishment of the GRANTOR's right to future performance of any such obligation of the GRANTEE or its successors or assigns required by said covenants, conditions and restrictions, and such obligations of the GRANTEE, its successors and assigns shall continue in full force and effect.

THIS QUITCLAIM DEED is not subject to 10 U.S.C. § 2662.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the GRANTOR has caused this deed to be duly executed in its name by the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, this 27th day of December, 2012.

UNITED STATES OF AMERICA

By: *Scott L. Whiteford*
 SCOTT L. WHITEFORD
 Director of Real Estate
 Headquarters, U.S. Army Corps of Engineers

ACKNOWLEDGMENT

CITY OF WASHINGTON)
) ss
 DISTRICT OF COLUMBIA)

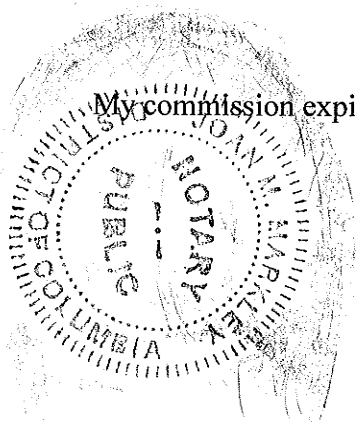
I, Joan M. Markley, a Notary Public in and for the District of Columbia, do hereby certify that this 27th day of December, 2012, Scott L. Whiteford, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

Joan M. Markley
 Notary Public

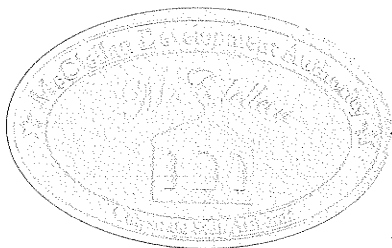
My commission expires the _____ day of _____, 20__.

Joan M. Markley
 Notary Public, District of Columbia
 My Commission Expires 10/14/2014



ACCEPTANCE BY GRANTEE

The GRANTEE hereby accepts this deed subject to all of the reservations, covenants, conditions and restrictions contained herein this 9th day of November, 2012.



The McClellan Development Authority

By: Phil Webb
 Phil Webb
 Chairman

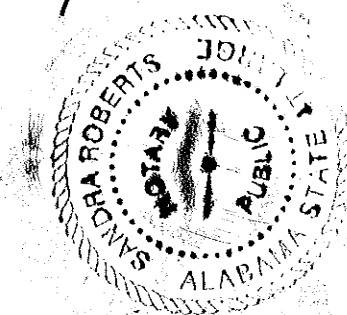
ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss
 COUNTY OF CALHOUN)

I, Sandra Roberts, a Notary Public in and for the State of Alabama, do hereby certify that on this the 9th day of November, 2012, Mr. Phil Webb, Chairman of The McClellan Development Authority, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Sandra Roberts
 Notary Public

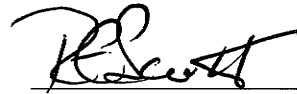
My commission expires the _____ day of SANDRA ROBERTS, 2014
 Notary Public, State of Alabama
 Alabama State At Large
 My Commission Expires
 January 12, 2014
 10



CORPORATE CERTIFICATE

I, Robin E. Scott, certify that I am the Executive Director of The McClellan Development Authority, that Phil Webb who signed the foregoing instrument on behalf of the corporation was then Chairman of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

Date November 9, 2012



Robin E. Scott
Executive Director

(AFFIX CORPORATE SEAL)

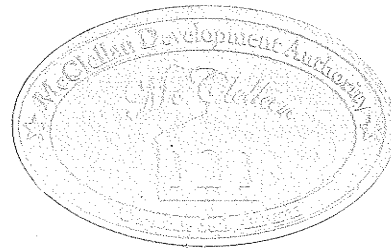


EXHIBIT A-1
Water Tank Sites Legal Descriptions

Mout Road Water Tank Site

HEREON IS A DESCRIPTION OF 2.04 ACRES OF LAND LOCATED IN THE NW1/4 OF THE SW1/4 OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 8 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A NAIL AND CAP SET AT ALABAMA STATE PLANE COORDINATES 1,177,584.35 NORTH AND 673,844.60 EAST LOCATED IN THE EASTERN ZONE OF ALABAMA, SAID POINT OF BEGINNING BEING 4,419.78 FEET SOUTH OF AND 698.70 FEET EAST OF A 1919 DATED GLO BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF THE SE ¼ OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, THENCE FROM THE NAIL AND CAP AT THE POINT OF BEGINNING THENCE SOUTH 27 DEG. 06 MIN. 31 SEC. WEST 410.00 FT. TO A NAIL AND CAP SET, THENCE NORTH 62 DEG. 53 MIN. 29 SEC. WEST 8.86 FT., THENCE NORTH 28 DEG. 18 MIN. 30 SEC. EAST 162.66 FT, THENCE NORTH 72 DEG. 27 MIN. 35 SEC. WEST 318.99 FT., THENCE NORTH 27 DEG. 06 MIN. 31 SEC. EAST 300.39 FT. TO A NAIL AND CAP SET, THENCE SOUTH 62 DEG. 53 MIN. 29 SEC. EAST 320.00 FT. TO THE POINT OF BEGINNING.

Fort Water Tank Site

HEREON IS A DESCRIPTION OF 2.77 ACRES OF LAND LOCATED IN THE NE1/4 OF THE SE1/4 AND THE SE1/4 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 SE1/4 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 22 DEGREES 33 MINUTES 47 SECONDS EAST 55.16 FEET ALONG THE CENTERLINE OF SAID DIRT ROAD, THENCE NORTH 46 DEGREES 53 MINUTES 50 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.

Bains Gap Road Tank Site

HEREON IS A DESCRIPTION OF 6.15 ACRES OF LAND LOCATED IN THE EAST 1/2 OF SECTION 23, TOWNSHIP 15 SOUTH, RANGE 8 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING 14,673.14 FEET SOUTH AND 4442.97 FEET EAST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 8 EAST, SAID CORNER BEING MARKED BY A BRASS CAPPED GLO MONUMENT DATED 1919, SAID POINT OF BEGINNING HAS AN ALABAMA STATE PLANE COORDINATE OF 1,167,330.99 NORTH AND 677,588.87 EAST, THENCE NORTH 46 DEGREES 00 MINUTES 10 SECONDS WEST 785.95 FEET TO AN IRON PIN SET, THENCE NORTH 47 DEG, 05 MIN. 50 SEC. EAST 325.62 FEET TO AN IRON PIN SET, THENCE SOUTH 46 DEG. 11 MIN. 17 SEC. EAST 783.60 FEET TO A NAIL AND CAP, THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 254.47 FEET, AN ARC DISTANCE OF 146.29 FEET, THE CHORD OF WHICH BEARS SOUTH 25 DEG. 26 MIN. 48 SEC. WEST A DISTANCE OF 144.29 FEET, THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 282.93 FEET, AN ARC DISTANCE OF 127.24 FEET, THE CHORD OF WHICH BEARS SOUTH 55 DEG. 47 MIN. 55 SEC. WEST A DISTANCE OF 126.17 FEET TO AN ALUMINUM MONUMENT STAMPED "USFW-20-2003", THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 529.24 FEET, AN ARC DISTANCE OF 76.10 FEET, THE CHORD OF WHICH BEARS SOUTH 71 DEG. 41 MIN. 10 SEC. WEST A DISTANCE OF 76.10 FEET TO THE POINT OF BEGINNING. THIS PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED BY THE UNITED STATES ARMY AS POTENTIALLY CONTAINING UNEXPLODED ORDNANCE.

Snap Road Tank Site

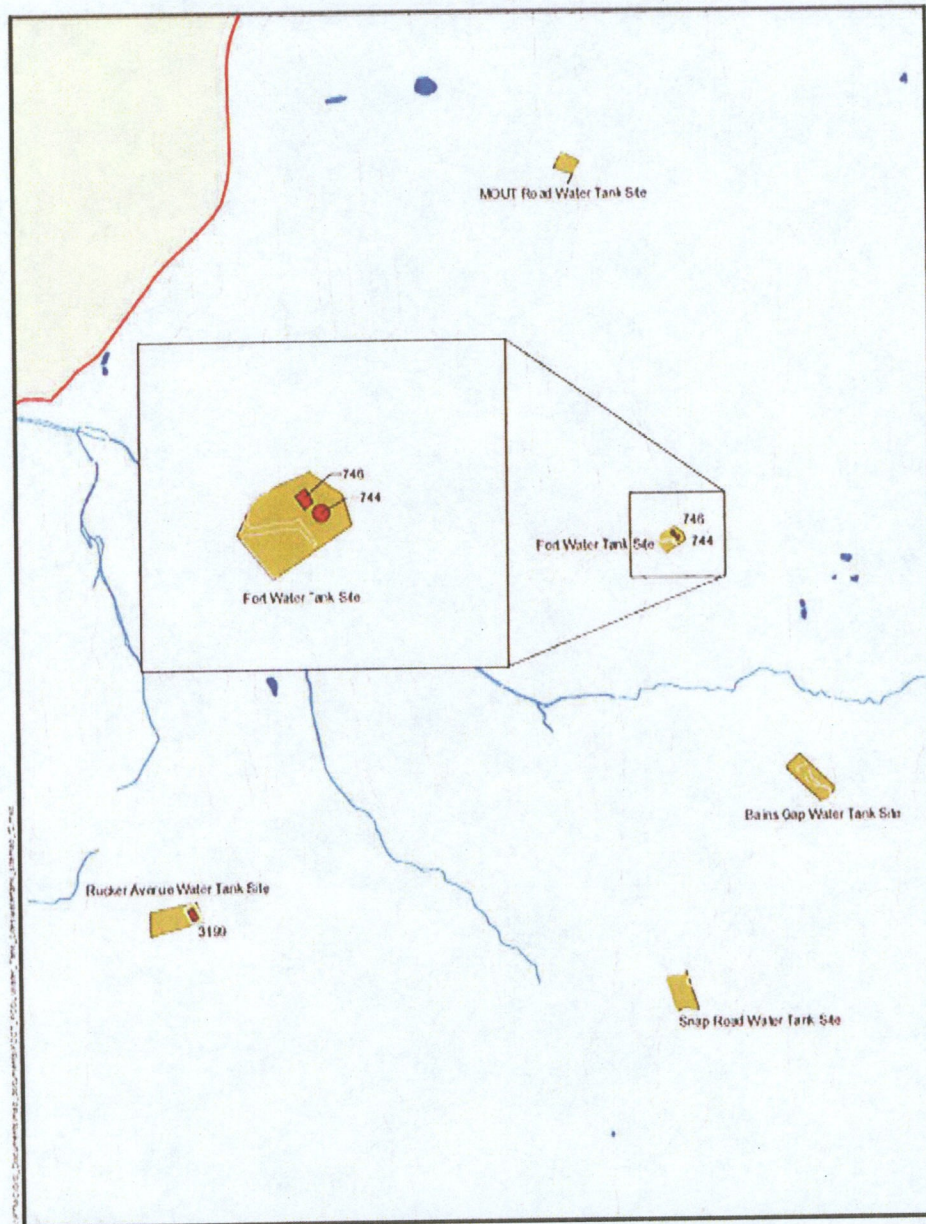
HEREON IS A DESCRIPTION OF 4.88 ACRES OF LAND LOCATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 8 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 1,922.84 FT., EAST OF AND 17,463.57 FT. SOUTH OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 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 NORTH 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 676.24 FT. THENCE NORTH 82 DEG. 31 MIN. 26 SEC.

WEST 255.16 FT. THENCE SOUTH 58 DEG. 34 MIN. 14 SEC. WEST 107.58 FT. TO THE CENTER OF A DIRT ROAD, THENCE NORTH 50 DEG. 27 MIN. 18 SEC. WEST 25.12 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.

Rucker Avenue Tank Site

HEREON IS A DESCRIPTION OF 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 AN 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.

Exhibit A-2 Site Map



- Legend**
- Roads
 - Streams
 - Lakes
 - Previously Transferred Facility
 - Property to be Transferred
 - Main Post Boundary
 - On Site
 - Off Post

Figure 2

Finding of Suitability to Transfer Site Map Water Tank Sites

0 750 1,500 Feet
NAD83 State Plane East
September 2006



US Army Corps of Engineers
Mobile District
Fort McClellan
Calhoun County, Alabama
Contract No. DACA21-65-D-0018

EXHIBIT B
Notification of Munitions and Explosives of Concern (MEC)
Water Tank Sites, Fort McClellan, Alabama

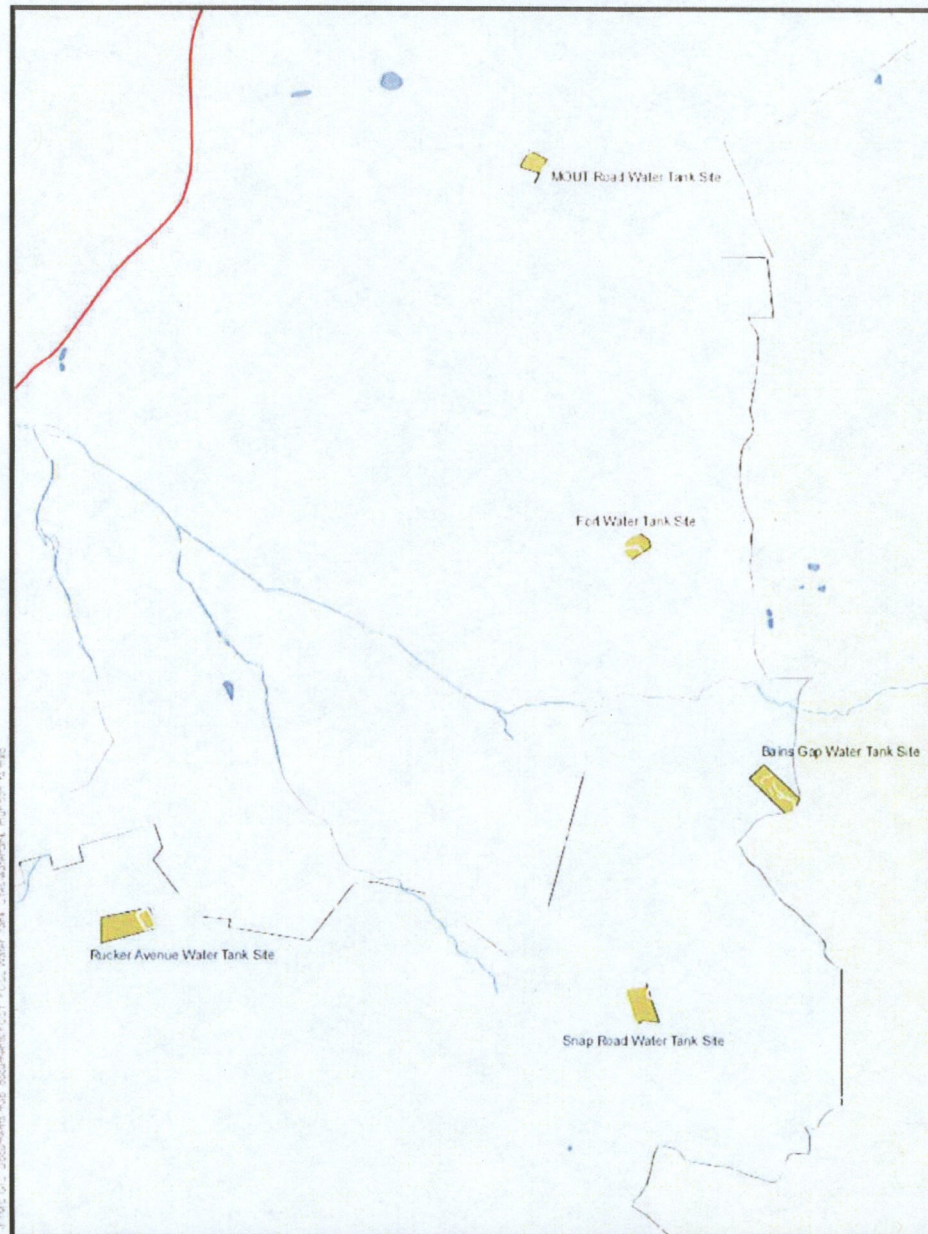
Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Rucker Avenue Water Tank Site	UXO	unknown	The Rucker Avenue Water Tank Site is located within the Bravo Area munitions response area. The Archives Search Report shows no ordnance areas (OA) or ranges intersecting with this site. From December 2003 to May 2004 a munitions response for removal of MEC to depth was performed; one MEC** item (a rifle grenade) was recovered and destroyed. This item can be further classified as UXO. Additionally, 438 pounds of munitions debris (MD)*** were recovered and removed from this site. (See Site Specific Final Report Water Tank Construction Sites, May 2006.)
Snap Road Water Tank Site	UXO	1912 to Base Closure	The Snap Road Water Tank Site is located within the Bravo Area munitions response area. According to the Archives Search Report the ranges that intersected with this site are: the World War I Artillery Range (OA 39); Range 23 (OA-41), which was used as a pistol, rifle, and machine gun range; Combat Range #1 (OA-43), which was used for training with 37mm anti-tank guns and 75mm artillery guns; Weapons Demonstration Range/Range 29 (OA-73), which was used for training with pistols, rifles, machine guns, light anti-tank weapons, and 40mm grenade launchers. From December 2003 to May 2004 a munitions response for removal of MEC to depth was performed; 9 UXO items (one smoke grenade, one 3" Stokes mortar, three trip flares, one 2.36" M6 rocket, one slap flare, one practice grenade, and one projectile fuze) and 5 MEC** items (one 3" Stokes mortar and four 75mm shrapnel projectiles) were recovered and destroyed. These MEC items can be further classified as UXO. Additionally, 430 pounds of MD*** were recovered and removed from this site. (See Site Specific Final Report Water Tank Construction Sites, May 2006.)
Bains Gap Water Tank Site	UXO and DMM	1912 to Base Closure	The Bains Gap Water Tank Site is located within the Bravo Area munitions response area. According to the Archives Search Report the Bandholtz Rifle Range (OA 37) and the World War I Artillery Range (OA-39) intersected this site. From December 2003 to May 2004 a munitions response for removal of MEC to depth was performed; 2 UXO (one One-pounder projectile and one projectile fuze) and 2 MEC** items (one smoke grenade and one slap flare in the original shipping container) were recovered and destroyed. The items identified as MEC can be further classified as UXO (the smoke grenade) and DMM (the slap flare). Additionally, 85 pounds of MD*** were recovered and removed from this site. (See Site Specific Final Report Water Tank Construction Sites, May 2006.)

* Munitions and Explosives of Concern (MEC). This term, 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. §101(e)(5); (b) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (c) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

** Items that posed an explosives safety risk were identified either as UXO or as MEC in the removal report (Site Specific Final Report Water Tank Construction Sites, May 2006). A review of characteristics of the items identified as MEC in the report indicated those items may be further classified either as UXO or as DMM, as described herein.

*** This amount of MD does not include MD that was recovered and removed during surface removal of this site. A surface removal over all three sites yielded a total 188 pounds of surface MD for the three sites.

Exhibit C Munitions and Explosives of Concern (MEC) Areas



- Legend**
- Roads
 - Streams
 - Lakes
 - Bravo Area
 - Charlie Area
 - Property to be Transferred
 - Main Post Boundary
 - On Site
 - Off Post

Figure 4

Finding of Suitability to Transfer Munitions and Explosives of Concern Areas Water Tank Sites

0 750 1,500 Feet

NAD83 State Plane East

September 2006



US Army Corps of Engineers
Mobile District
Fort McClellan
Calhoun County, Alabama
Contract No. DACA21-98-D-0018