

SECOND AMENDMENT TO LEASE

BETWEEN

AUBURN UNIVERSITY

AND

**ANNISTON - CALHOUN COUNTY FT. MCCLELLAN DEVELOPMENT
JOINT POWERS AUTHORITY**

This agreement amends the Lease dated the 12th day of December, 2000, between Auburn University (the "Tenant") and the Anniston-Calhoun County Ft. McClellan Development Joint Powers Authority (the "JPA").

W I T N E S S E T H: THAT

WHEREAS, the JPA and the Tenant entered into a Lease dated December 12, 2000, whereby the Tenant leased and took of certain real property at the former Ft. McClellan Military Installation referenced in such Lease as the "Lease Premises"; and

WHEREAS, under the terms of such Lease, certain additional real property referenced therein as "Future Lease Premises" was identified as real property which would or may be leased or conveyed by the Army to JPA upon proper environmental remediation of known and unknown environmental conditions situated thereon; and

WHEREAS, subsequent to December 12, 2000, the JPA and the Army entered into an Environmental Services Cooperative Agreement ("ESCA") under the authority of 10 U.S.C., Section 270(d) and 10 U.S.C. 2701 pursuant to which the Army conveyed certain real property to the JPA, a portion of which is known as the "Bravo Area" of the former Ft. McClellan Military Installation upon which is present various environmental conditions including without limitation the existence of unexploded ordinance (UXO) and discarded military munitions (DMM), and munitions constituents present in high enough concentrations to pose an explosive hazard, collectively referred to as Munitions and Explosives of Concern (MEC); and

WHEREAS, the Bravo Area has been subjected to environmental characterization for the preparation of an EE/CA which has not been prepared in final draft form or approved, by the Alabama Department of Environmental Management.

WHEREAS, an interim Land Use Control Implementation Plan (LUCIP) has imposed various interim Land Use Controls (LUCs) for the entire Bravo area; and

WHEREAS, the Tenant has requested the right to utilize the dog kennel area contained within the Bravo Area as a part of its K-9 training program in order to fulfill a request of the U.S. Department of Homeland Security recognizing that JPA is not otherwise obligated to place the

Tenant in possession of the subject property as a result of the environmental matters referenced herein, as stated in the December 12, 2000 Lease; and

WHEREAS, the Tenant has requested JPA to place it in possession of the dog kennel area for a temporary period of time, specifically reserving its rights under the original Lease, but with the understanding that its right of possession shall terminate within the time stated in this Second Amendment to Lease; and

WHEREAS, JPA has agreed to this Second Amendment to Lease in the interest of national defense, and for the temporary period stated herein subject to the terms and provision hereof.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties do hereby agree as follows:

SECTION 1. PURPOSE OF SECOND AMENDMENT TO LEASE.

The purpose of this Second Amendment to the Lease is to assist the Tenant in fulfilling a request made of it by the Transportation Security Agency of the U.S. Department of Homeland Security to expedite and step up its K-9 training program for dogs and handlers so as to, as a matter of national defense, increase the supply of K-9 detection dogs and trainers. The Tenant wishes to make use of the former K-9 training facility within the Bravo Area last used by the Army at the Ft. McClellan Military Installation, together with roads and driveways giving ingress and egress thereto for the purpose of kenneling dogs on a temporary basis while permanent facilities are being constructed for the increase in its K-9 training program.

The Tenant has been fully briefed with respect to the environmental conditions located on or upon the premises made a part of this Second Amendment to Lease and recognizes that the measures undertaken by the Army and JPA to place it in possession of the Added Lease Premises for the limited use stated, and for the temporary period stated herein do not represent, implicitly or otherwise, JPA's approval of such clean-up as appropriate or consistent with its adopted Reuse Plan.

SECTION 2. ADDED LEASE PREMISES.

For the temporary period referenced herein, JPA hereby amends the previous Lease so as to add to the "Lease Premises" the dog kennel area located within the Bravo Area, together with the roads and driveways giving ingress to and egress from the subject area more particularly described on Exhibit A-1 attached hereto, and more particularly depicted on the map thereof attached hereto as Exhibit B-1 for the limited terms stated herein..

Though the Tenant is placed in possession of the property referenced herein, this Second Amendment to Lease shall dictate the nature of the Tenant's possession, and limit the Tenant's activities upon the various portions of the Added Lease Premises as hereinafter set forth. Nothing herein contained shall be construed to permit the Tenant the same possessory right as granted under the general Lease dated December 12, 2000. To the extent that there is any inconsistency in the terms and conditions set forth in this Second Amendment to Lease of December 12, 2000, in all essence the terms and conditions set forth in this Second Amendment to Lease shall prevail.

SECTION 3. TERM OF SECOND AMENDMENT TO LEASE AGREEMENT.

The term of this Second Amendment to Lease shall be for a period of twelve months commencing on the 11th day of August, 2004, and terminating at midnight on the 10th day of August, 2005, unless sooner terminated (i) in writing by the parties hereto, (ii) by abandonment provided herein by the Tenant, or (iii) for breach of this Second Amendment to Lease or the Lease Agreement of December 12, 2000. This Second Amendment to Lease can be extended with the express written agreement of all parties.

SECTION 4. LEASE PAYMENT.

There shall be no lease payment for the Added Lease Premises. Consideration for this Second Amendment to Lease are the mutual covenants and agreements contained herein.

SECTION 5. PERMITTED USES OF THE ADDED LEASE PREMISES.

The Tenant shall have the right to possess the Added Lease Premises, or portion thereof, for the general purpose of kenneling dogs in the Auburn University K-9 Detection Training Program, including the human presence of animal care staff, instructors, supervisors, veterinarians, maintenance personnel, and trainees as well as representatives of the Transportation Security Agency, the Department of Homeland Defense, the Department of Agriculture, and other federal and state agencies who will desire to inspect or visit the kennels area, and for no other purpose. It is understood that the Added Leased Premises area at present is frequently traveled by foot, auto, and non-motorized vehicles by individuals visiting McClellan for recreation, sight-seeing, and other purposes. In accordance with the FOSET LUCIP in Section 6.(5).iii Auburn University personnel will report the presence of unauthorized personnel to the Transition Force security office. Specifically, the Tenant agrees that its use of those portions of the Added Lease Premises shall be limited to the following:

Kennels inside fence area: This area shall be utilized solely for the kenneling of dogs in the Auburn University K-9 Detection Program and for activities associated with the feeding of the dogs and the cleansing of the kennel facility. Also permitted shall be the rehabilitation of the existing kennel facilities located within the kennel area provided, however, that no digging or other penetration of the surface area shall be permitted under any circumstance except for the replacement of the exiting water meter and adding a backflow preventer. The human presence shall be permitted on or in connection with the above stated permitted uses.

Non-roadway or driveway area outside the kennel area. That portion of the Added Lease Premises lying outside the fenced area and not forming a part of the roadway or driveway access to the kennel area shall be utilized by the Tenant solely for grounds maintenance and for no other purpose. No digging or other penetration of the surface area shall be permitted under any circumstance. Human presence shall be permitted only in connection with the above stated permitted uses.

Roadway/driveway area: The roadway and driveway areas within the Added Lease Premises shall be utilized solely for truck and trailer conveyance and pedestrian and canine access as is necessary to pick up and deliver the dogs from the kennel area for training purposes.]

SECTION 6. GENERAL LIMITATIONS ON USE.

The Tenant will not make or permit any use on any portion of the Added Lease Premises contrary to any federal or state law, rule, regulation, permit or license, or which is contrary to the reuse plan or Army MOA and JPA deed including, without limitation, any land use controls generally applicable to the Bravo Area, or specifically applicable to the dog kennel area more specifically set forth in Exhibit C-1 attached hereto.

SECTION 7. SIGNAGE.

The Tenant shall, at its sole expense, erect at its expense, signs approved by JPA within "line of sight distance" around the perimeter of the Added Lease Premises, and the road and driveway giving access thereto stating "No Trespassing." The Tenant shall further, at its sole expense, mark and maintain fluorescent or brightly colored paint at the ground level around the perimeter of the Added Lease Premises during the term of its occupancy so as to identify the boundaries thereof. All such signage and markings shall be maintained by the Tenant during the term of its possession pursuant to this Agreement.

SECTION 8. RESPONSIBILITY FOR MONITORING RESTRICTIONS AND LAND USE CONTROL.

The Tenant shall be responsible for monitoring and maintaining all Land Use Controls and/or restrictions contained in this Agreement, and/or any Land Use Controls (LUCs) incorporated herein as set forth in Exhibit C-1. In accordance with the terms of the Land Use Controls contained in Exhibit C-1, the Tenant agrees that it shall inspect the area monthly to insure that all restrictions contained in this Agreement and/or in the LUCIP have not been violated. Such inspections shall be documented on forms approved by JPA and maintained at the local K-9 training facility office, and shall be produced upon request of JPA, the Army, or ADEM. Copies of the monthly inspection reports shall be provided to the JPA at the end of each month during the term of this Second Amendment to Lease.

The Tenant shall be responsible for monitoring the effectiveness of the restrictions imposed through this document and/or the LUCs implemented through the LUCIP for the dog kennel area including, without limitation (i) maintaining an inspection log, (ii) ensuring adherence to access restrictions, (iii) ensuring that necessary UXO Familiarization Training is conducted and that such training records are maintained on site, (iv) enforcing the restriction surface intrusive activity, (v) enforcing deed and/or lease restrictions for the property, and (vi) maintaining required signage and markings.

SECTION 9. TRAINING REQUIREMENTS.

The Tenant shall require all of its agents, servants, employees, personnel, students, and the agents, servants or personnel of contractors providing goods or services to the Tenant prior to going on or upon the added Lease Premises to undergo ordinance familiarization training notification of the potential for MEC to be provided by the JPA based upon the Army's UXO Safety Education Program., including view the UXO Safety Video titled "Ft. McClellan Community Outreach Program, Unexploded Ordinance (UXO) Awareness" at the JPA Office.

The Tenant shall not permit any of its agents, servants, employees, personnel, and students, nor shall it permit the agents, servants, employees or personnel of its contractors to go on or upon the Added Lease Premises without first having undergone the Ordinance Familiarization Training notification referenced above as provided by JPA. JPA shall maintain a log of all such individuals having undergone such Ordinance Familiarization Training in determining the Tenant's compliance with this covenant. JPA will make every effort to expedite the availability of this training and will coordinate the training schedule with one of the Canine Detection Training Center's senior administrators.

SECTION 10. VIOLATION OF USE RESTRICTIONS. Any violation of the use restrictions imposed by this document for the LUCs set forth in the Amended LUCIP shall constitute a material breach of this Agreement, and shall constitute an event of default. The parties recognize that any default or breach of the use restrictions imposed by this instrument or the LUCs contained in the Amended LUCIP would constitute a hazard to human health and safety. Consequently, the parties agree that a breach of any such restrictions or LUCs deemed intentional by JPA shall entitle JPA to issue immediate notice to the Tenant terminating this Amended Lease upon such date specified in such notice which shall not be less than three business days after date of receipt by the Tenant. Otherwise, for any breaches of the restrictions or LUCs deemed non-intentional by JPA, JPA agrees to give notice of such breach to the Tenant which, if not cured within three days of the date thereof, shall entitle JPA to terminate this Lease upon such date specified in such notice, which said date shall not be less than three business days after the date of receipt of such termination by the Tenant.

SECTION 11. RESTRICTION ON SUBSEQUENT LEASE.

Notwithstanding Section 10.5 of the Lease dated December 12, 2000, the Tenant shall not have the right to assign or sublet this Second Amendment to Lease without the express written permission of JPA.

SECTION 12. EXTENDED INSURANCE COVERAGES.

The Tenant agrees that it shall reimburse JPA expenses up to \$5,500 that it incurs to extend its present insurance coverages to include the Added Lease Premises within 30 days of being presented with an invoice therefor accompanied by proof of such additional premium incurred by JPA.

SECTION 13. ENVIRONMENTAL COOPERATION

The parties recognize that the Army and/or JPA, through the use of its contractors and their subcontractors shall or may require access to the Added Lease Premises in furtherance of conducting environmental evaluations or investigations including, without limitation, testing of ground water, surface water, soil sampling, or air monitoring which may require the placement of monitoring wells or other devices. The Tenant agrees to make the Added Lease Premises available and accessible to the Army, the JPA, and/or their contractors or subcontractors for such purposes provided, however, that JPA shall endeavor to provide the Tenant with adequate advanced notice of its need of access and activity for the foregoing purposes, and shall further endeavor to acquire such advanced notice from the Army or its contractors or subcontractors to the extent that it is able.

IN WITNESS WHEREOF, the parties have executed this document on the 2nd day of August, 2004.

Original Lease Presented
In Books 3005 ET p. 575
In The Records of
Calhoun County.

ANNISTON-CALHOUN
JOINT POWERS AUTHORITY

BY: *Hoyte W. Howell Jr*
HOYT W. HOWELL, JR.
ITS: VICE-CHAIRMAN

TENANT:
AUBURN UNIVERSITY

BY: *Ed Richardson*
ED RICHARDSON
ITS: ^{Interim} PRESIDENT

THIS INSTRUMENT PREPARED BY
NAME *Gordon S. Vignelli*
ADDRESS *P.O. Box 57*

Anniston AL 36202

EXHIBIT "A"
(LEGAL DESCRIPTION - DOG KENNEL AREA)

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 15 SOUTH, RANGE 8 EAST OF THE HUNTSVILLE PRINCIPAL MERIDIAN, COUNTY OF CALHOUN, STATE OF ALABAMA, BEING A PORTION OF THE FORMER FORT McCLELLAN ARMY BASE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS, DISTANCES AND COORDINATES CONTAINED IN THE FOLLOWING DESCRIPTION ARE BASED ON A CALCULATED INVERSE BETWEEN A FOUND U.S. ARMY CORP OF ENGINEERS CONCRETE MONUMENT WITH BRASS CAP STAMPED "MCCL-4-1998" WHOSE ALABAMA STATE PLANE COORDINATES (EAST ZONE NAD 83) ARE NORTH 1,168,315.93 EAST 668,475.78 AND A FOUND U.S. ARMY CORP OF ENGINEERS CONCRETE MONUMENT WITH BRASS CAP STAMPED "MCCL-3-1998" WHOSE ALABAMA STATE PLANE COORDINATES (EAST ZONE NAD 83) ARE NORTH 1,162,871.90 EAST 664,732.10 BEARING SOUTH 34°31'11" WEST 6606.25 FEET FROM SAID MONUMENT "MCCL-4-1998";

COMMENCE AT THE SAID FOUND U.S. ARMY CORP OF ENGINEERS CONCRETE MONUMENT WITH BRASS CAP STAMPED "MCCL-4-1998"; THENCE SOUTH 02°12'57" WEST 2037.52 FEET TO A CALCULATED POSITION WESTERLY AND ADJACENT TO "RUCKER STREET" FORMERLY KNOWN AS "TERRACE CLUB ROAD" HAVING COORDINATES OF 1,166,279.00 NORTH 668,397.00 EAST ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL ;

- 1) THENCE SOUTH 03°28'28" WEST A DISTANCE OF 561.03 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,719.00 EAST 668,363.00;
- 2) THENCE SOUTH 86°49'13" EAST A DISTANCE OF 18.03 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,718.00 EAST 668,381.00;
- 3) THENCE SOUTH 03°11'58" WEST A DISTANCE OF 161.25 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,557.00 EAST 668,372.00;
- 4) THENCE SOUTH 89°43'31" EAST A DISTANCE OF 417.00 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,555.00 EAST 668,789.00;
- 5) THENCE NORTH 06°26'30" EAST A DISTANCE OF 124.79 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,679.00 EAST 668,803.00;
- 6) THENCE SOUTH 82°44'48" EAST A DISTANCE OF 55.44 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,672.00 EAST 668,858.00;
- 7) THENCE SOUTH 10°25'33" WEST A DISTANCE OF 127.10 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,547.00 EAST 668,835.00;
- 8) THENCE SOUTH 00°00'00" EAST A DISTANCE OF 35.00 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,512.00 EAST 668,835.00;

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10) THENCE SOUTH 02°36'09" WEST A DISTANCE OF 176.18 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,337.00 EAST 668,558.00;

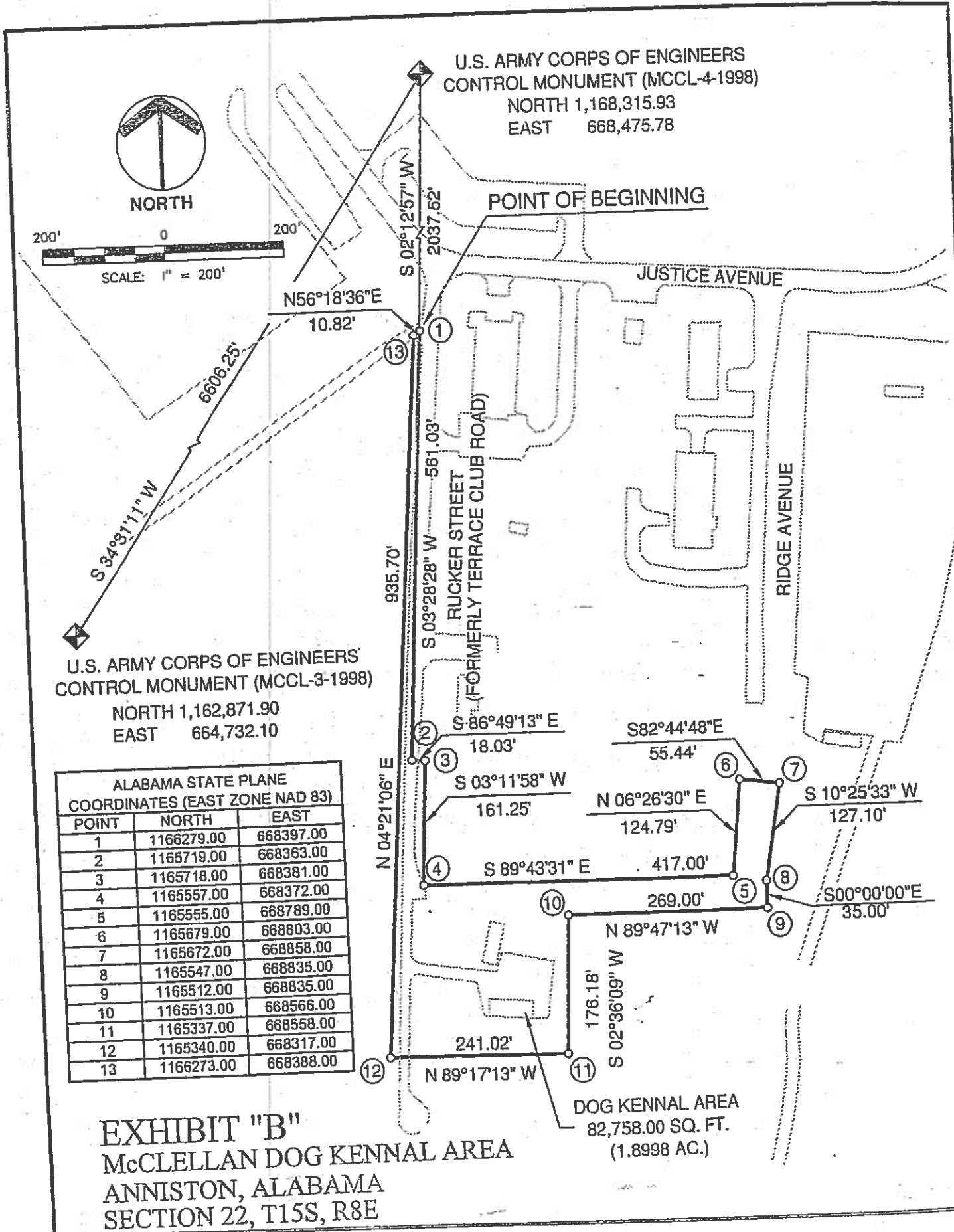
11) THENCE NORTH 89°17'13" WEST A DISTANCE OF 241.02 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,165,340.00 EAST 668,317.00;

12) THENCE NORTH 04°21'06" EAST A DISTANCE OF 935.70 FEET TO A POINT WHOSE COORDINATES ARE NORTH 1,166,273.00 EAST 668,388.00;

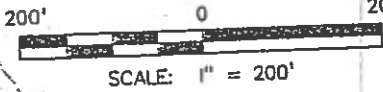
13) THENCE NORTH 56°18'36" EAST A DISTANCE OF 10.82 FEET TO THE POINT OF BEGINNING WHOSE COORDINATES ARE NORTH 1,166,279.00 EAST 668,397.00;

THE ABOVE DESCRIBED PARCEL ENCOMPASSES 82,758.00 SQUARE FEET OR 1.8998 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

EXHIBIT "B", A GRAPHICAL DEPICTION OF THE ABOVE DESCRIBED PROPERTY IS ATTACHED HERETO AS AN AID IN THE VISUAL INTERPRETATION OF THE WRITTEN DOCUMENT.



U.S. ARMY CORPS OF ENGINEERS
CONTROL MONUMENT (MCCL-4-1998)
NORTH 1,168,315.93
EAST 668,475.78



POINT OF BEGINNING

JUSTICE AVENUE

RIDGE AVENUE

RUCKER STREET
(FORMERLY TERRACE CLUB ROAD)

U.S. ARMY CORPS OF ENGINEERS
CONTROL MONUMENT (MCCL-3-1998)
NORTH 1,162,871.90
EAST 664,732.10

ALABAMA STATE PLANE COORDINATES (EAST ZONE NAD 83)		
POINT	NORTH	EAST
1	1166279.00	668397.00
2	1165719.00	668363.00
3	1165718.00	668381.00
4	1165557.00	668372.00
5	1165555.00	668789.00
6	1165679.00	668803.00
7	1165672.00	668858.00
8	1165547.00	668835.00
9	1165512.00	668835.00
10	1165513.00	668566.00
11	1165337.00	668558.00
12	1165340.00	668317.00
13	1166273.00	668388.00

DOG KENNEL AREA
82,758.00 SQ. FT.
(1.8998 AC.)

EXHIBIT "B"
McCLELLAN DOG KENNEL AREA
ANNISTON, ALABAMA
SECTION 22, T15S, R8E

FOSET PROPERTY INTERIM LUCIP**BRAVO AREA – Dog Kennel Area****Enclosure 11-1****1. Background**

Enclosure 11-1 revises Enclosure 11 of the Interim Land Use Control Implementation Plan (LUCIP) for property transferred under early transfer authority to the Anniston Calhoun County Fort McClellan Development Joint Powers Authority (JPA). Enclosure 11 addresses interim land use controls (LUCs) for the entire Bravo Area, establishing “no public access” controls. This LUCIP revision, Enclosure 11-1, establishes less stringent interim LUCs for the Dog Kennel Area located within the Bravo Area. This LUCIP revision shall terminate as of July 1, 2005, and the LUC restrictions (no public access) and boundaries shall revert to those established for the entire Bravo Area as described in the previously mentioned Enclosure 11.

The U.S. Department of Homeland Security has requested to utilize the Dog Kennel Area in its Canine Training Program. The Bravo Area property, included in the Finding of Suitability for Early Transfer (FOSET) executed in 2003, is undergoing characterization for unexploded ordnance (UXO), discarded military munitions (DMM), and munitions constituents present in high enough concentrations to pose an explosive hazard, collectively referred to as munitions and explosives of concern (MEC). The Interim LUCIPs comply 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.

The standard deed notice for MEC provided with all transferred Fort McClellan property was included in the deed for the early transfer of property to the JPA. This notice includes information on actions to be taken should MEC be discovered on the property. JPA and/or its tenant are responsible for enforcing this notice.

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.
- i. U.S. Army Engineering and Support Center, Huntsville, 2004, Draft Letter Report, Time Critical Removal, Bravo Area Dog Kennels, Ordnance and Explosive Response at Fort McClellan, Alabama, May.
- j. U.S. Army Engineering and Support Center, Huntsville, 2004, Interim Action Statement of Condition for the Dog Kennel Area of the Bravo Area at Fort McClellan, Alabama, June.

3. Site Location and Description (see Dog Kennel Area figure)

- a. The Dog Kennel Area described in this LUCIP is located in the east central main post and covers approximately 2 acres. It is undergoing characterization for MEC in an EE/CA.
- b. The Dog Kennel Area was most recently used by the Military Police to house dogs. The area, surrounded by a 6 foot high chain link fence, includes dog kennels, a metal building, and roads for ingress and egress. A groundwater monitoring well is located inside the fenced area.
- c. The Army performed a Time Critical Removal Action (TCRA) consisting of a surface clearance for MEC over this 2 acre site.
- d. This LUCIP revision modifies the LUCs for the Dog Kennel Area within the Bravo Area to provide for interim LUCs following the surface clearance of the Dog Kennel Area.

4. LUC Boundaries (see Dog Kennel Area figure)

The boundary for the Dog Kennel Area where the interim LUCs (see paragraph 6) apply is shown as the "Surface Use Area" on the enclosed figure. Global Positioning System (GPS) points for the boundary of the Area are noted on the figure. Note that the kennels are located within a fenced area, and the LUC boundary includes a buffer outside the fenced area which will be mowed and maintained by the tenant.

5. LUC Objectives

The interim LUCs 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 MEC that may be present and is achieved by:

- a. Limiting activity to surface use.
- b. Educating the tenant on the explosive hazards associated with MEC, particularly UXO, and the actions they should take (Recognize, Retreat, Report) should they encounter MEC or a suspected UXO item.

6. Interim LUCs (see Dog Kennel 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 LUCs described in this LUCIP revision meet the objective stated in paragraph 5 above.

- a. Land Use Restriction
 - 1) Use of the Dog Kennel Area property is restricted to surface use. Intrusive activity is prohibited in the area shown as "Surface Use Area".
 - 2) The tenant's personnel, including employees or authorized visitors, on site at the Dog Kennel Area must receive ordnance familiarization training.
- b. Land Use Control Mechanisms
 - 1) Property Use Restriction – A restriction prohibiting intrusive activity on the property shall be incorporated into the documents permitting use of the property (e.g., Lease).
 - 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 documents permitting use of the property.
 - 3) Access Controls
 - i. Access is restricted to persons approved by the JPA and/or its tenant and will be specified in the documents permitting use of the property.
 - ii. The JPA or its tenant shall install signs on access roads to the "Surface Use Area" (Dog Kennel Area) prohibiting trespass into the Area. Trespass into prohibited areas subjects the trespasser to prosecution under Alabama state law.
 - iii. The JPA and/or its tenant will provide ordnance familiarization training and notification of the potential for MEC to persons who enter and/or use the Dog Kennel Area. This program should be based upon the Army's UXO Safety Education Program and emphasize the Three Rs (Recognize, Retreat, Report). Persons who enter the area must view the UXO safety video titled Fort McClellan Community Outreach Program, Unexploded Ordnance (UXO) Awareness.
 - iv. Adjacent property surrounding the Dog Kennel Area remains subject to the LUCs established in the Interim LUCIP for the Bravo Area, "No Use/No Public Access." As provided in Section 11 hereof, the Dog Kennel Area will again be subject to the LUCs established in the Interim LUCIP for the Bravo Area (no public access) after July 1, 2005.

5) Inspections

- i. The JPA and/or its tenant will inspect the area monthly to ensure the restrictions have not been violated. Violations must be addressed and managed according to Section 10 in this LUCIP revision.
- ii. The inspections will be documented.
- iii. Army contract personnel who are in the "No Use/No Public Access Area" outside the Dog Kennel Area 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 Dog Kennel Area to verify the adequacy of the LUCs.

7. Right of Entry

Right of entry is reserved for ADEM for all property included in the FOSET property. Right of entry is reserved for the Army for this area as a part of the Phase 2 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 MEC characterization within the Bravo Area.
- b. This Interim LUCIP will be reevaluated periodically to assess its protectiveness and effectiveness.
- c. A narrative discussion of the effectiveness of this LUCIP will be included in the annual report required under terms of the LUCAP.

9. Responsibility for Monitoring, Maintaining, and Enforcing LUC

- a. The JPA and/or its tenant are responsible for monitoring the effectiveness of the LUCs implemented through this LUCIP revision for the Dog Kennel Area. More specifically, this includes: maintaining a inspection log, ensuring adherence to access restrictions, ensuring that necessary MEC, particularly UXO, familiarization training is conducted and that training records are maintained on site; enforcing the restriction on intrusive activity; enforcing Deed and/or Lease restrictions for the property; and maintaining required fences and signage.
- b. LUC violations will be reported consistent with subparagraph 10 below.

10. Enforcement Options Should a LUC Violation Occur

For the Dog Kennel Area, the JPA will address the violation with the third party 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. 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, 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 lease or deed restrictions. ADEM shall retain authority to take independent enforcement action in connection with a violation of the LUCs 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. Termination

The provisions of this LUCIP revision are intended to be temporary and shall terminate in their entirety on July 1, 2005. Thereafter, the LUC restrictions, boundaries, and the responsibility and liability for maintaining and enforcing said LUCs regarding Dog Kennel Area within the Bravo Area shall revert to the requirements set forth for the Bravo Area in Enclosure 11 of the LUCIP for the FOSET property. The Army shall assume full responsibility and liability for maintaining and enforcing said LUCs. Furthermore, the use of the area (Dog Kennel Area) covered by this LUCIP revision by the JPA and its tenant shall cease as of July 1, 2005, and the JPA and/or its tenant shall have no further responsibilities, obligations or liabilities regarding any aspect of maintaining, enforcing, monitoring or reporting with regard to any LUC related to the Bravo Area.

12. Reducing, Modifying, or Removing LUCs

The LUCs implemented through this LUCIP are intended to be protective of the public for existing site conditions.

- a. Interim LUC – Characterization has not been completed on the area addressed in this LUCIP. For areas where characterization is not complete, the LUCs described are considered interim LUCs. Pending the results of characterization and any additional required follow-on actions, there may be revisions, modifications, additions to, or deletions of the interim LUCs. Any modifications, additions to, or deletions of the interim LUCs will be completed pursuant to applicable provisions of the Cleanup Agreement between ADEM and the JPA and the LUCAP. The interim LUCs for the areas undergoing characterization for MEC 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).

- b. Final LUC - Based on characterization or investigation and remedy decisions under the Cleanup Agreement, 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 Cleanup Agreement to reflect changes to LUC based on final decisions for sites under investigation.

13. 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. Auburn University Canine & Detection Research Institute, Interim Director, Fort McClellan, Alabama 36205, telephone 256- 820-8251.
- c. Army - Site Manager, U.S. Army Garrison/Transition Force, 291 Jimmy Parks Blvd., Fort McClellan, Alabama 36205-5000, telephone 256-848-3847.
- d. ADEM – Chief, Hazardous Waste Branch, Land Division, Alabama Department of Environmental Management, P.O. Box 301463, Montgomery, Alabama 36130-1463, telephone 334-270-5646.

14. Emergency Contacts

In the event MEC is discovered on the property, the City of Anniston Police Department may be contacted by dialing 911 or 256-238-1800.

15. Disclaimer

This LUCIP defines interim LUCs on property transferred to the JPA under Early Transfer Authority. The management responsibilities for interim LUCs associated with property covered by this revision will temporarily transfer from the Army to the JPA following completion of the surface removal action, so that the JPA may more effectively manage its property while the lease is in effect. From and after July 1, 2005, the management responsibilities for the LUCs associated with the property covered by this revision (Dog Kennel Area) shall transfer back to the Army, reinstating the "no public access" LUCIP in effect throughout the Bravo Area pending further MEC related actions. ADEM will continue to exercise oversight responsibilities, as provided in the Cleanup Agreement between ADEM and the JPA and the Memorandum of Agreement (MOA) between ADEM and the Army. Consistent with an agreement between the Army and the JPA, in the event of a MEC related personal injury incident, the Army will process any claims filed pursuant to the Federal Torts Claims Act using established Army Claims Service procedures.

Dog Kennel Area



- Legend**
- Buildings
 - Roads
 - Surface Use Area
 - No License Public Access Area
 - Quads

0 40 80 120 160 Feet



This map was produced on 13 May 04.
 By Bill Shankle
 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.

Dog Kennels

668,317
1,165,340

668,388
1,166,273

Rucker Street

668,397
1,166,279

668,301
1,165,718

668,372
1,165,557

Recording Fee
TOTAL

57.00
54.00

Justice Avenue

668,803
1,165,679

668,789
1,165,555

668,566
1,165,513

668,558
1,165,337

Reggie Avenue

668,858
1,165,672

668,835
1,165,547

668,835
1,165,512

