

Final

First Five-Year Review Report

**GSA Warehouse Area, Parcels 151(4), 2(4), 3(4), 4(4), 67(4),
69(4), 91(4), 111(4), 128(4), 129(4), and 238(4)**

**Fort McClellan,
Calhoun County, Alabama**

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Executive Summary

This report presents the first five-year review for the General Services Administration (GSA) Warehouse Area located at the former Fort McClellan (FTMC) in Calhoun County, Alabama. The Department of the Army, U.S. Environmental Protection Agency Region 4, Alabama Department of Environmental Management, and Calhoun County McClellan Development Authority (MDA) (formerly known as the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority) entered into a Land-Use Control Assurance Plan (LUCAP) memorandum of agreement in December 2000. The LUCAP included specific land-use controls (LUC) documented in the Land-Use Control Implementation Plan (LUCIP) for the GSA Warehouse Area. The LUCIP complies with requirements set forth in the LUCAP that was signed by the four parties.

Portions of the GSA Warehouse Area were transferred with LUCs to the MDA and to the City of Anniston. Approximately 36.40 acres of land, including 25 buildings, was transferred to the MDA and 0.55 acres of land with one building (Building 228) was transferred to the City of Anniston for purposes of community redevelopment. A Statutory Warranty Deed was agreed upon and signed by the MDA and A.W. Group, LLC and recorded in the Calhoun County Courthouse on March 17, 2006. The Warranty Deed included three facilities buildings (Building 229, Building 230, and Building 241) for general business use by the Howard Core Company, which markets violin and musical supplies. The LUCIP documents the LUCs established by the Army based upon its investigation of the site. LUCs include any type of physical, legal, or administrative mechanism that restricts the use of or limits access to real property to prevent or reduce risks to human health and the environment. The Army's goal for the LUCs described in the LUCIP is to prevent risk to human health and the environment and to promote human safety by minimizing the potential for exposure to any Comprehensive Environmental Restoration, Compensation and Liability Act-regulated substance that may be present. The overall objective was to implement site-specific LUCs to protect against exposure to or consumption of contaminated groundwater.

The following LUC restrictions were placed on the GSA Warehouse Area and documented in Quit Claim Deed Number 12, filed on September 19, 2003:

The use of the GSA Warehouse Area at Fort McClellan in Calhoun County, Alabama, does not pose an unacceptable risk to human health or the environment with the following restrictions:

- Consumptive use or direct contact with groundwater underlying the property is not allowed due to low levels of pesticides.
- Residential use of the property is not allowed due to the presence of lead-based paint on buildings and associated lead contamination in soil.

The following LUC mechanisms were placed on the property:

1. Before residential or other non-industrial development is pursued, all remediation necessary to authorize residential use of the property must first be accomplished, consistent with applicable laws and regulations.
2. Deed restrictions were placed on the property restricting access or use of the groundwater underlying the property for any purpose.
3. The MDA is responsible for conducting inspections and reviewing the LUCs to verify that they continue to be protective of human health and the environment.

It should be noted that Quit Claim Deed Number 12 does not explicitly limit use of the property for commercial or industrial purposes only. However, this restriction is documented in the LUCIP and all other supporting documents (i.e., Final Decision Document). Maps showing the GSA Warehouse Area at the former FTMC are provided as Figures 1 and 2. Copies of the various deed documents are included in Appendix A.

Based on the results of this five-year review, the remedy implemented at the GSA Warehouse Area (i.e., groundwater restrictions) is currently protective of human health and the environment because exposure pathways that could result in unacceptable risks are being controlled. This remedy is expected to remain protective provided that the deed restrictions are communicated to and followed by property users.

Five-Year Review Summary Form

SITE IDENTIFICATION		
Site name: GSA Warehouse Area, Parcels 151(4), 2(4), 3(4), 4(4), 67(4), 69(4), 91(4), 111(4), 128(4), 129(4), and 238(4)		
EPA ID:		
Region: EPA 4	State: Alabama	City/County: Anniston / Calhoun
SITE STATUS		
NPL status: No (BRAC Army Installation – Site has undergone transfer to MDA and the City of Anniston)		
Remediation status: Remedial actions (i.e., active response measures) were not conducted at these sites, except the POL Facility, Parcel 4 (i.e., UST removals).		
Multiple OUs?* No. However; Multiple Parcels	Construction completion date: NA	
Has site been put into reuse? Yes; but only for industrial and/or commercial reuse.		
REVIEW STATUS		
Lead agency: Department of the Army (DA).		
Author name: Shaw Environmental, Inc. (Shaw)		
Author title: Jeff Tarr; Scientist/Site Manager	Author affiliation: Army Contractor	
Review period:** 8/25/2008 to 9/30/2008		
Date(s) of site inspection: 8/27/2008 & 9/22/2008		
Type of review: Non-NPL		
Review number: 1 (first)		
Triggering action: The decision document signed by the Army on 10/08/2003 states that “Because of low levels of contaminants in groundwater and soil contamination caused by lead-based paint, the U.S. Army will place deed restrictions on the property. The deed restrictions will prohibit access to or use of groundwater at the site and will only allow industrial reuse of the property”. The LUCIP included as Attachment 5 of the FOST, GSA Warehouse Area, Fort McClellan, Calhoun County, Alabama, August 2003, states that “The Army will conduct five-year reviews of the remedies described in the LUCIP and provide a copy of the five-year review report to the EPA, ADEM, and the MDA. The first five-year review will occur 5 years after the signing date of the decision document”.		
Triggering action date: 10/08/2003		
Due date (five years after triggering action date): 10/08/2008		

Five-Year Review Summary Form, cont'd.

Issues:

Notice of commercial/industrial use covenant was not included in Quit Claim Deed Number 12. The remedy for implementation (i.e. commercial and/or industrial use only) was not documented in Quit Claim Deed Number 12.

Recommendations and Follow-up Actions:

Quit Claim Deed Number 12 does not explicitly state that the property is strictly for commercial/industrial use. Therefore, the Army will coordinate with the property owner(s) to effect deed amendment.

Protectiveness Statement(s):

Based on the results of this 5-year review, the remedy implemented at the GSA Warehouse Area (i.e., land use controls, groundwater restrictions, etc.) is currently protective of human health and the environment because exposure pathways that could result in unacceptable risks are being controlled. This remedy is expected to remain protective provided the deed is amended and the restrictions are communicated to and followed by property users.

1.0 Introduction

The U.S. Army selected Fort McClellan (FTMC), located in Calhoun County, Alabama, for closure by the Base Realignment and Closure (BRAC) Commission under Public Laws 100-526 and 101-510. The 1990 Base Closure Act, Public Law 101-510, established the process by which U.S. Department of Defense installations would be closed or realigned. The BRAC Environmental Restoration Program requires investigation and cleanup of federal properties prior to transfer to the public domain. The BRAC process generally follows the Comprehensive Environmental Restoration, Compensation, and Liability Act (CERCLA) process, although FTMC is not a National Priorities List site. The Army previously conducted environmental studies of the impact of suspected contaminants at the General Services Administration (GSA) Warehouse Area under management of the U.S. Army Corps of Engineers (USACE)-Mobile District. USACE contracted Shaw Environmental, Inc. (Shaw) to perform a CERCLA five-year review at the GSA Warehouse Area under Contract Number DACA21-96-D-0018.

The purpose of the five-year review is to determine whether the remedy at a site is protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in the five-year review report. In addition, the five-year review report identifies issues found during the review, if any, and recommendations to address them. Shaw has prepared this five-year review pursuant to CERCLA §121 and the National Contingency Plan, following the U.S. Environmental Protection Agency's (EPA) *Comprehensive Five-Year Review Guidance* (EPA, 2001).

Shaw conducted this five-year review of the remedy implemented (i.e., restrictions) at the GSA Warehouse Area from August through September 2008. This is the first five-year review for the GSA Warehouse Area based on the triggering action for implementation of the Final Decision Document, which was signed on October 8, 2003. The five-year review is required to ensure that the deed restrictions are being met.

2.0 Site Chronology

Table 1. Chronology of Site Events

Event	Date
Fort McClellan Reuse Plan	March 2000
Final Environmental Baseline Survey, Fort McClellan, Alabama	January 1998
Initial discovery of problem or contamination – Site Investigation	September 1998
Final Site Investigation Report, General Services Administration (GSA) Warehouse Area, Revision 3	December 2002
Final Decision Document, GSA Warehouse Area, Revision 3	December 2002
Remedial Investigation/Feasibility Study Complete	Not Required
Decision Document signature	October 8, 2003
Enforcement document (Deed Restrictions – Quit Claim Deed Number 12) between Army and Calhoun County McClellan Development Authority (MDA) ^a for the GSA Warehouse Area ^b	September 19, 2003
Enforcement document (Deed Restrictions – Quit Claim Deed) between Army and City of Anniston for Building 228 ^b .	February 24, 2004
Underground storage tank removal at Former Petroleum, Oils, and Lubricants Point, Parcel 4.	October 2004
Enforcement document (Statutory Warranty Deed) between MDA and A.W. Group, LLC for Buildings 229 and 241 ^b .	March 17, 2006

^a Formerly known as the Anniston Calhoun County Fort McClellan Development Joint Powers Authority.

^b See Appendix A for deed documents.

3.0 Background Information and Site Investigation

The former FTMC is located in the foothills of the Appalachian Mountains of northeastern Alabama, near the cities of Anniston and Weaver in Calhoun County. Originally called Camp McClellan, FTMC was an active Army installation from 1917 until 1999. At the time of base closure in September 1999, FTMC included two main areas of government-owned properties: the Main Post and Pelham Range. Until May 1998, the FTMC installation also included Choccolocco Corridor, a 4,488-acre tract of land that was leased from the State of Alabama. The former Main Post, which occupies 18,929 acres, is bounded on the east by the Choccolocco Corridor, which previously connected the Main Post with the Talladega National Forest. Pelham Range, which occupies 22,245 acres, is located approximately 5 miles due west of the Main Post and adjoins the Anniston Army Depot on the southwest.

Activities for the GSA Warehouse Area date to World War I, when it was originally used as a post livery, where horses were stabled. During the following years, this area was used as a staging and maintenance area for all types of government vehicles. For the purpose of conducting the site investigation (SI) under the BRAC Closure process (IT Corporation [IT], 2002), the area was defined to include 11 neighboring parcels which are located within the central part of the former Main Post (Figure 1). The area of investigation is bounded by Lennox Avenue (formerly 7th Avenue) to the north, Idaho Avenue (formerly unnamed) and Berman Road (formerly 20th Street) to the south, Nielsen Street to the east, and South Branch of Cane Creek to the south and west (Figure 2). The area includes the following parcels:

- GSA Warehouse Area, Parcel 151(7)
- Underground Storage Tank (UST) at the GSA Motor Pool Area, Building 238, Parcel 2(7)
- UST, Telephone Exchange, Building 251, Parcel 3(7)
- Petroleum, Oils, and Lubricants (POL) Point GSA, Building 265, Parcel 4(7)
- Former Battery Maintenance Area, Building 234, Parcel 67(7)
- Washrack at Building 253, Parcel 69(7)
- Former Dry Cleaning Area, Building T-233, Parcel 91(7)
- Former Multicraft Shop, Building T-245, Parcel 111(7)
- Former Washrack at Nielsen Street, Parcel 128(7)
- Washrack near Building T-222, Parcel 129(7)
- UST at Former Gas Station near Building 234, Parcel 238(7).

Four of these parcels are associated with historical GSA activities at FTMC: Parcels 2(7), 4(7), 67(7), and 69(7). In the final SI report, Chapter 1.0 presents site description and history information for the parcels associated with the GSA Warehouse Area (IT, 2002). The GSA

Warehouse Area is used for commercial/industrial purposes, although currently much of the site does not appear to be in active use.

Information developed from the environmental baseline survey (EBS) was used to group areas at FTMC into standardized parcel categories using U.S. Department of Defense guidance (Environmental Science and Engineering, Inc., 1998). All parcels received a parcel designation for one of seven Community Environmental Response Facilitation Act (CERFA) categories, or a non-CERCLA qualifier designation, as appropriate. The GSA Warehouse Area parcels were categorized as CERFA Category 7 parcels in the EBS. CERFA Category 7 parcels are areas that had not been evaluated or that required further evaluation at the time the EBS was performed (Environmental Science and Engineering, Inc., 1998). The GSA Warehouse Area parcels were recategorized as CERFA Category 4 parcels with the issuance of the final Decision Document (Shaw, 2002). Category 4 parcels are areas where release, disposal, and/or migration of hazardous substances has occurred and all removal or remedial actions to protect human health and the environment have been taken.

The Army conducted an SI at the GSA Warehouse Area to determine whether chemical constituents are present at the site at concentrations that present an unacceptable risk to human health or the environment (IT, 2002). The SI included the collection and analysis of 52 surface soil samples, 5 depositional soil samples, 56 subsurface soil samples, 36 groundwater samples, 9 surface water samples, and 9 sediment samples. In addition, 25 temporary groundwater monitoring wells were installed in the residuum groundwater zone to facilitate groundwater sample collection and to provide site-specific geological and hydrogeological characterization information. All temporary wells were subsequently abandoned. Target analyses for samples collected at the GSA Warehouse Area included metals, volatile organic compounds (VOC), semivolatile organic compounds (SVOC), pesticides, herbicides, and polychlorinated biphenyls.

To determine the presence or absence of contamination resulting from historical Army activities, the analytical results were compared to human health site-specific screening levels (SSSL) and ecological screening values (ESV) for FTMC (IT, 2000). The SSSLs and ESVs were developed as part of human health and ecological risk evaluations associated with environmental investigations performed under the BRAC Environmental Restoration Program at FTMC. Additionally, metals and polynuclear aromatic hydrocarbon (PAH) results were compared to background screening values (Science Applications International Corporation, 1998; IT, 2000).

Although the GSA Warehouse Area was not projected for residential reuse (EDAW, Inc., 1997), the soils and groundwater analytical data were screened against the more conservative residential

human health SSSLs to evaluate the site for unrestricted land reuse. Chemicals of potential concern identified at the GSA Warehouse Area included limited metals (chromium and lead), VOCs, PAH compounds, and pesticides. A total of four PAH compounds exceeded SSSLs and PAH background values in a limited number (less than 10 percent) of soil samples. In groundwater, two VOCs (benzene and 1,2-dichloroethane), two SVOCs (di-n-octylphthalate and bis[2-ethylhexyl]phthalate), and three pesticides (aldrin, alpha-hexachlorocyclohexane [BHC], and gamma-BHC) exceeded SSSLs in one or two samples each out of the 36 groundwater samples collected.

The chemicals of potential concern were taken into consideration in a weight-of-evidence evaluation, which considered various factors including frequency of detection, spatial distribution of chemicals, verification sample results, relative magnitude of exceedances, whether chemicals were site related, laboratory data qualifiers, and comparison of chemical concentrations to relevant regulatory levels. Although not anticipated, the chemicals of potential concern could pose an unacceptable human health risk in an unrestricted (i.e., residential) reuse scenario. Therefore, as a conservative measure, the SI report recommended that the GSA Warehouse Area be restricted to industrial reuse (IT, 2002).

With regard to the potential threat to ecological receptors, metals, SVOCs, pesticides, and herbicides were detected in site media (primarily surface soils) at concentrations exceeding ESVs and background concentrations (where available). However, the site is located within the developed portion of the former FTMC Main Post and has numerous buildings, paved roads/areas, and old railroad beds (see site photographs in Appendix B). The site does not provide substantial ecological habitat.

Because of the presence of low levels of organic chemicals in groundwater and elevated lead levels in soil caused by lead-based paint, the Army placed deed restrictions on the property to ensure protection of human health and the environment, comply with relevant federal and state regulations, and ensure cost-effective application of public funds. The deed restriction document (Quit Claim Deed Number 12) was signed and filed in the Calhoun County Courthouse on September 19, 2003. The deed restriction includes environmental protection provisions and covenants, including (1) historic property; (2) asbestos-containing materials (ACM); (3) polychlorinated biphenyls (PCB); (4) lead-based paint (LBP), which prohibits the use of the property for residential purposes; (5) potential presence of ordnance and explosives; (6) endangered species (gray bat, *Myotis grisescens*); (7) groundwater restrictions due to low-level pesticides; and (8) presence of groundwater monitoring wells.

3.1 Historic Property

The GSA Warehouse Area contains 14 historic buildings as shown on Figure 2: Building 228 (which was transferred to the City of Anniston on February 24, 2004), Buildings 229, 230, and 241 (transferred to A.W. Group, LLC [Howard Core Company] on March 17, 2006), and Buildings 234, 236, 237, 238, 240, 242, 243, 244, 246, and 247 (transferred to the Calhoun County McClellan Development Authority [MDA] on September 12, 2003). During the site inspection, all buildings, including the historic buildings, were observed to still be present at the site. A description of each building is provided in Table 2. Site photographs taken during the five-year review inspection are included as Appendix B of this report.

Table 2. Summary of Historic Buildings

Building Number	Year Built	Description	Owner or Business
228	1936	Emergency Management Response	City of Anniston
229	1937	Violin and Music Supplier	Howard Core Company
230	1937	Violin and Music Supplier	Howard Core Company
234	1936	Vehicle Maintenance Shop	MDA
236	1932	Training Aids Center	MDA
237	1936	Vehicle Storage Shed	MDA
238	1936	Vehicle Storage Shed	MDA
240	1936	Administrative General Purpose	MDA
241	1937	Violin and Music Supplier	Howard Core Company
242	1936	Storage	MDA
243	1932	Storage	MDA
244	1934	Storage	MDA
246	1941	Cold Storage	MDA
247	1934	Cold Storage	MDA

MDA – Calhoun County McClellan Development Authority.

3.2 Asbestos-Containing Materials

Both friable and nonfriable asbestos or ACM (collectively “ACM”) have been found on the property. The locations and conditions of ACM are as described in the EBS and referenced asbestos surveys done on the property. The buildings and structures identified as Buildings 229, 230, 240, 241, 244, 246, 247, 256, 258, 260, and 261 have been determined to contain friable and nonfriable asbestos. However, according to the Finding of Suitability to Transfer (FOST) report, the ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated (Department of the Army [DA], 2003). The buildings and structures identified as Buildings 234, 236, 242, 243, 257, 262, and 266 are presumed not to contain any ACM (Table 3).

Detailed information of ACM and ACM survey reports can be found in the EBS and FOST report (DA, 2003).

Table 3. Buildings With No Presumed Asbestos-Containing Material

Building No.	Use Description
234	Vehicle Maintenance Shop
236	Training Aids Center
242	Storage
243	Storage
257	Storage
262	Cold Storage
266	Engineering/Housing Management

3.3 Potential Presence of Polychlorinated Biphenyls

Fluorescent light ballasts containing PCBs (light ballasts) may exist on the property. However, as noted in the deed, any PBC contamination related to the light ballasts was properly remediated prior to the property transfer from the Army to the MDA.

3.4 Lead-Based Paint

All buildings and residential real property constructed or rehabilitated prior to 1978 are presumed to contain LBP. “Residential Real Property” means dwelling units and associated common areas and building exterior surfaces, and any surrounding land, including outbuildings, fences, and play equipment affixed to land, available for use by residents (but not including land use for agriculture, commercial, industrial, or other nonresidential purposes, and not including paint on the pavement of parking lots, garages, or roadways) and buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools, and kindergarten classrooms. The covenant further states that every purchaser of Residential Real Property on which a dwelling was built prior to 1978 is notified that such property may present exposure to lead from LBP, which may place young children at risk of developing lead poisoning. It also states lead poisoning poses a particular risk to pregnant women. Detailed information concerning known LBP and/or LBP hazards at FTMC, the location of LBP and/or LBP hazards, and the condition of painted surfaces is contained in the EBS and FOST report (DA, 2003).

3.5 Potential Presence of Ordnance and Explosives

FTMC is a former military installation with a history of ordnance and explosives use, and therefore, there is a potential for the presence of unexploded ordnance (UXO). Based on records and available information, none of the GSA property is known to contain UXO. However, UXO may be present on adjacent property. The Army has investigated or is in the process of

investigating adjacent properties for UXO and retains the right to use exclusion zones. These potential investigations may at times have an impact on the property through the use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any object/structure which is being demolished using explosives) that intersect the property. Furthermore, due to the use of exclusion zones, temporary notices and restrictions may be issued to protect public safety, human health, and the environment. No UXO items were observed on GSA Warehouse Area property during the site inspection conducted as part of this five-year review.

3.6 Endangered Species

Gray bats (*Myotis grisescens*) are known to forage near Cane Creek and its tributary, South Branch of Cane Creek, and to roost in caves and under bridges in the vicinity of the site. Gray bats are listed as endangered by the U.S. Fish and Wildlife Service (USFWS) and, as such, are protected under the Endangered Species Act of 1973. Prior to removing or altering the structure of a bridge, abandoned building, or cistern, the structure should be checked for the presence of gray bats. The USFWS should be contacted if bats are found. Forest within 50 feet of Cane Creek and South Branch of Cane Creek provide moderate quality foraging habitat. Forests within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet is necessary, the USFWS should be consulted prior to cutting. During the visual site inspection, no alteration of the stream or surrounding trees was observed.

3.7 Groundwater Restrictions

The deed and FOST report acknowledge the presence of groundwater contamination due to low concentrations of pesticides detected during the SI. As such, the access or use of groundwater underneath the property for any purpose is restricted and enforceable by the U.S. government and the Alabama Department of Environmental Management (ADEM). The use and/or consumption of groundwater was not observed during the site inspection conducted as part of this five-year review.

3.8 Groundwater Monitoring Wells

The deed and FOST acknowledge the presence of groundwater monitoring wells on the property necessary for the Army to complete remedial actions or monitoring after the date of transfer. Additionally, the Army and its representative for all times have access to the property for the purpose of either installing and/or removing groundwater monitoring wells and performing continued monitoring of groundwater conditions, thus allowing chemical or physical testing of wells to evaluate water quality and/or aquifer characteristics. During the site inspection, no

temporary or permanent groundwater monitoring wells were observed. Review of available information, including well abandonment reports, indicates that no wells exist on the property.

4.0 Remedial Actions

No CERCLA-related remedial actions (i.e., active response measures) were conducted at the GSA Warehouse Area. However, CDG Engineers and Associates removed eight empty and inactive 12,000-gallon fiberglass USTs at the former POL Point, Parcel 4(4) under ADEM's UST closure site assessment program in 2004.

Based upon available records and the visual site inspection, it appears that all known USTs at the site have been removed or abandoned in place.

5.0 Five-Year Review Process

The five-year review process for the GSA Warehouse Area consisted of a review of relevant site documents, site inspection of the property, and a public meeting. Documents reviewed as part of this five-year review are listed in Appendix C of this report and included Quit Claim Deed No. 12 (copy obtained from the Calhoun County courthouse), the FOST document for the GSA Warehouse Area (DA, 2003), and the final SI report and Decision Document for the GSA Warehouse Area (IT, 2002; Shaw, 2002). Additionally, the Land-Use Control (LUC) Effectiveness Report documenting LUCs and their effectiveness was reviewed (Matrix Environmental Services, 2008). The site inspection, which was conducted on August 27, 2008 and September 22, 2008 by Shaw, consisted of a visual survey of the buildings, structures, and land comprising the GSA Warehouse Area and an assessment of general site conditions. Numerous photographs (Appendix B) were taken during the site inspection to document current site conditions.

The Army notified local residents that a public meeting for the GSA Warehouse Area 5-Year review would be held on March 5, 2009 in Anniston, Alabama. The Notice of Public Meeting was placed in the Anniston Star newspaper on February 26, 2009, and again on March 1, 2009. The public meeting was held on March 5, 2009 at the Anniston City Meeting Center in Anniston, Alabama. Representatives from the USACE-Mobile District, FTMC, ADEM, and Shaw were present to answer questions and/or respond to concerns from the general public prior to the final submittal of this five-year review report. However, no members of the public attended the meeting. Following the meeting, the Army provided public notification that the meeting was completed through two separate advertisements in the Anniston Star on April 29 and May 3, 2009.

The site did not appear to have changed appreciably since the remedy was implemented in September 2003. All building structures remain, with no apparent alterations or structural defects beyond those noted in 2003 when the remedy was implemented (e.g., peeling paint on some buildings). In addition, no new building construction was observed. However, at the time of the site inspection, the railroad tracks that extend through the central portion of the site and east of the South Branch of Cane Creek had been removed or were in the process of being removed. The removal process did not interfere with existing structures or alter the surrounding land as shown in site photographs (Appendix B). Also, all known temporary and permanent groundwater monitoring wells previously installed on the property have been properly abandoned. The

monitoring well abandonments were documented in the *Monitoring Well Abandonment Report, Multiple Sites at Fort McClellan* (Shaw, 2007).

A data review was not performed because no new data beyond that presented in the final SI report have been collected for this site. Based on the nature of the remedy (i.e., deed restrictions) and the LUCs implemented at this site, interviews with property occupants were limited to Matrix Environmental Services. The interview was conducted via telephone to verify that the LUCs implemented are being enforced and that the remedy is effective. As noted in the LUC Effectiveness Report, no consumption or use of groundwater has occurred. Additionally, the property has not been used for residential purposes, and the site continues to be occupied for industrial and commercial use.

6.0 Technical Assessment

The deed restrictions implemented at the GSA Warehouse Area (i.e., prohibiting access to or use of groundwater and restricting residential property use) appear to be enforced and are functioning at the site as intended in the Decision Document and LUC Implementation Plan. Prior to property transfer, Parcels 151(7), 2(7), 2(7), 4(7), 67(7), 69(7), 91(7), 111(7), 128(7), and 129(7) were re-categorized as CERFA Category 4 parcels. Category 4 parcels are areas where release, disposal, and/or migration of hazardous substances have occurred and all removal or remedial actions to protect human health and the environment have been taken. Therefore, the remedy (i.e., deed restrictions) at the GSA Warehouse Area currently protects human health because groundwater is not being used for consumption and the property is not being used for residential purposes. No other information was found during the five-year review process that would undermine the protectiveness of the current remedy.

7.0 Issues

Based on this five-year review, the notice of commercial/industrial use covenant was not included in Quit Claim Deed Number 12. The remedy for implementation (i.e., commercial and/or industrial use only) was not documented in Quit Claim Deed Number 12.

8.0 Recommendations and Follow-Up Actions

As previously noted, Quit Claim Deed Number 12 does not explicitly state the use of the GSA Warehouse Area is restricted to commercial/industrial use. Therefore, the Army will coordinate with the property owner(s) to effect deed amendment. Additionally, as a follow-up action, the MDA should continue with LUCs to ensure they are being met. An annual LUC report similar to the previous report is recommended.

9.0 *Protectiveness Statement*

Based on the results of this five-year review, the remedy implemented at the GSA Warehouse Area (i.e., groundwater restrictions, LUCs, etc.) is currently protective of human health and the environment because exposure pathways that could result in unacceptable risks are being controlled. This remedy is expected to remain protective provided that the deed restrictions are communicated to and followed by property users.

10.0 Next Review

The next five-year review is scheduled for completion by September 2013.

11.0 References

Department of the Army (DA), 2003, *Final Findings of Suitability to Transfer (FOST), GSA Warehouse Area, Fort McClellan, Calhoun County, Alabama*, August.

EDAW, Inc., 1997, *Fort McClellan Comprehensive Reuse Plan, Fort McClellan Reuse and Redevelopment Authority of Alabama*, November; Fort McClellan, Updated Reuse Map, Rev. March 2000.

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ATTACHMENT 1
LIST OF ABBREVIATIONS AND ACRONYMS

List of Abbreviations and Acronyms

2-ADNT	2-amino-4,6-dinitrotoluene	ASR	Archives Search Report	CAB	chemical warfare agent breakdown products
4-ADNT	4-amino-2,6-dinitrotoluene	AST	aboveground storage tank	CACM	Chemical Agent Contaminated Media
2,4-D	2,4-dichlorophenoxyacetic acid	ASTM	American Society for Testing and Materials	CAIS	chemical agent identification set
2,4,5-T	2,4,5-trichlorophenoxyacetic acid	AT	averaging time	CAMU	corrective action management unit
2,4,5-TP	2,4,5-trichlorophenoxypropionic acid	atm-m ³ /mol	atmospheres per cubic meter per mole	CBR	chemical, biological, and radiological
3D	3D International Environmental Group	ATSDR	Agency for Toxic Substances and Disease Registry	CCAL	continuing calibration
AB	ambient blank	ATV	all-terrain vehicle	CCB	continuing calibration blank
AbB3	Anniston gravelly clay loam, 2 to 6 percent slopes, severely eroded	AUF	area use factor	CCV	continuing calibration verification
AbC3	Anniston gravelly clay loam, 6 to 10 percent slopes, severely eroded	AWARE	Associated Water and Air Resources Engineers, Inc.	CD	compact disc
AbD3	Anniston and Allen gravelly clay loams, 10 to 15 percent slopes, eroded	AWQC	ambient water quality criteria	CDTF	Chemical Defense Training Facility
ABLM	adult blood lead model	AWWSB	Anniston Water Works and Sewer Board	CEHNC	U.S. Army Engineering and Support Center, Huntsville
Abs	skin absorption	'B'	Analyte detected in laboratory or field blank at concentration greater than the reporting limit (and greater than zero)	CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
ABS	dermal absorption factor	BAF	bioaccumulation factor	CERFA	Community Environmental Response Facilitation Act
AC	hydrogen cyanide	BAF _{soil-to-invert}	soil-to-invertebrate bioaccumulation factor	CESAS	Corps of Engineers South Atlantic Savannah
ACAD	AutoCadd	BBGR	Baby Bains Gap Road	CF	chloroform
AcB2	Anniston and Allen gravelly loams, 2 to 6 percent slopes, eroded	BCF	blank correction factor; bioconcentration factor	CF	conversion factor
AcC2	Anniston and Allen gravelly loams, 6 to 10 percent slopes, eroded	BCT	BRAC Cleanup Team	CFC	chlorofluorocarbon
AcD2	Anniston and Allen gravelly loams, 10 to 15 percent slopes, eroded	BERA	baseline ecological risk assessment	CFDP	Center for Domestic Preparedness
AcE2	Anniston and Allen gravelly loams, 15 to 25 percent slopes, eroded	BEHP	bis(2-ethylhexyl)phthalate	CFR	Code of Federal Regulations
ACGIH	American Conference of Governmental Industrial Hygienists	BFB	bromofluorobenzene	CG	phosgene (carbonyl chloride)
ACM	asbestos-containing material	BFE	base flood elevation	CGI	combustible gas indicator
AdE	Anniston and Allen stony loam, 10 to 25 percent slope	BFM	bonded fiber matrix	ch	inorganic clays of high plasticity
ADEM	Alabama Department of Environmental Management	BG	Bacillus globigii	CHPPM	U.S. Army Center for Health Promotion and Preventive Medicine
ADPH	Alabama Department of Public Health	BGR	Bains Gap Road	CIH	Certified Industrial Hygienist
AEC	U.S. Army Environmental Center	bgs	below ground surface	CK	cyanogen chloride
AEDA	ammunition, explosives, and other dangerous articles	BHC	hexachlorocyclohexane	cl	inorganic clays of low to medium plasticity
AEL	airborne exposure limit	BHHRA	baseline human health risk assessment	Cl	chlorinated
AET	adverse effect threshold; apparent effects threshold	BIRTC	Branch Immaterial Replacement Training Center	CLP	Contract Laboratory Program
AF	soil-to-skin adherence factor	bkg	background	cm	centimeter
AHA	ammunition holding area	bls	below land surface	CN	chloroacetophenone
AL	Alabama	BOD	biological oxygen demand	CNB	chloroacetophenone, benzene, and carbon tetrachloride
ALARNG	Alabama Army National Guard	Bp	soil-to-plant biotransfer factors	CNS	chloroacetophenone, chloropicrin, and chloroform
ALAD	δ-aminolevulinic acid dehydratase	BRAC	Base Realignment and Closure	CO	carbon monoxide
ALDOT	Alabama Department of Transportation	Braun	Braun Intertec Corporation	CO ₂	carbon dioxide
amb.	amber	BSAF	biota-to-sediment accumulation factors	Co-60	cobalt-60
amsl	above mean sea level	BSC	background screening criterion	CoA	Code of Alabama
ANAD	Anniston Army Depot	BSV	background screening values	COC	chain of custody; chemical of concern
ANOVA	Analysis of Variance	BTAG	Biological Technical Assistance Group	COE	Corps of Engineers
AOC	area of concern	BTEX	benzene, toluene, ethyl benzene, and xylenes	Con	skin or eye contact
AOI	area of investigation	BTOC	below top of casing	COPC	chemical of potential concern
AP	armor piercing	BTV	background threshold value	COPEC	constituent of potential ecological concern
APEC	areas of potential ecological concern	BW	biological warfare; body weight	CPOM	coarse particulate organic matter
APT	armor-piercing tracer	BZ	breathing zone; 3-quinuclidinyl benzilate	CPSS	chemicals present in site samples
AR	analysis request	C	ceiling limit value	CQCSM	Contract Quality Control System Manager
ARAR	applicable or relevant and appropriate requirement	Ca	carcinogen	CRDL	contract-required detection limit
AREE	area requiring environmental evaluation	CaCO ₃	calcium carbonate	CRL	certified reporting limit
AS/SVE	air sparging/soil vapor extraction	CAA	Clean Air Act	CRQL	contract-required quantitation limit
ASP	Ammunition Supply Point			CRZ	contamination reduction zone

List of Abbreviations and Acronyms (Continued)

Cs-137	cesium-137	DSERTS	Defense Site Environmental Restoration Tracking System	FD	field duplicate
CS	ortho-chlorobenzylidene-malononitrile	DWEL	drinking water equivalent level	FDC	Former Decontamination Complex
CSEM	conceptual site exposure model	E&E	Ecology and Environment, Inc.	FDA	U.S. Food and Drug Administration
CSM	conceptual site model	EB	equipment blank	Fe ⁺³	ferric iron
CT	central tendency	EBC	Eastern Bypass Corridor	Fe ⁺²	ferrous iron
CT	carbon tetrachloride	EBS	environmental baseline survey	FedEx	Federal Express, Inc.
ctr.	container	EBV	EBV Explosives Environmental Co.	FEMA	Federal Emergency Management Agency
CWA	chemical warfare agent; Clean Water Act	EC ₂₀	effects concentration for 20 percent of a test population	FFCA	Federal Facilities Compliance Act
CWM	chemical warfare materiel; clear, wide mouth	EC ₅₀	effects concentration for 50 percent of a test population	FFE	field flame expedient
CX	dichloroformoxime	ECBC	Edgewood Chemical Biological Center	FFS	focused feasibility study
'D'	duplicate; dilution	Eco-RGRG	ecological risk-based remedial goal	FI	fraction of exposure
D&I	detection and identification	Eco-SSL	ecological soil screening level	Fil	filtered
DA	Department of the Army	ED	exposure duration	Flt	filtered
DAAMS	depot area agent monitoring station	EDD	electronic data deliverable	FMDC	Fort McClellan Development Commission
DAF	dilution-attenuation factor	EF	exposure frequency	FML	flexible membrane liner
DANC	decontamination agent, non-corrosive	EDQL	ecological data quality level	f _{oc}	fraction organic carbon
°C	degrees Celsius	EE/CA	engineering evaluation and cost analysis	FOMRA	Former Ordnance Motor Repair Area
°F	degrees Fahrenheit	Eh	oxidation-reduction potential	FOST	Finding of Suitability to Transfer
DCA	dichloroethane	Elev.	elevation	Foster Wheeler	Foster Wheeler Environmental Corporation
DCE	dichloroethene	EM	electromagnetic	FR	Federal Register
DD	Defense Department	EMI	Environmental Management Inc.	Frtn	fraction
DDD	dichlorodiphenyldichloroethane	EM31	Geonics Limited EM31 Terrain Conductivity Meter	FS	field split; feasibility study; fuming sulfuric acid
DDE	dichlorodiphenyldichloroethene	EM61	Geonics Limited EM61 High-Resolution Metal Detector	FSP	field sampling plan
DDT	dichlorodiphenyltrichloroethane	EOD	explosive ordnance disposal	ft	feet
DEH	Directorate of Engineering and Housing	EODT	explosive ordnance disposal team	ft/day	feet per day
DEHP	di(2-ethylhexyl)phthalate	EPA	U.S. Environmental Protection Agency	ft/ft	feet per foot
DEP	depositional soil	EPC	exposure point concentration	ft/yr	feet per year
DFTPP	decafluorotriphenylphosphine	EPIC	Environmental Photographic Interpretation Center	FTA	Fire Training Area
DI	deionized	EPRI	Electrical Power Research Institute	FTMC	Fort McClellan
DID	data item description	EPT	Ephemeroptera, Plecoptera, Trichoptera	FTRRA	FTMC Reuse & Redevelopment Authority
DIMP	di-isopropylmethylphosphonate	ER	equipment rinsate	g	gram
DM	dry matter; adamsite	ERA	ecological risk assessment	g/m ³	gram per cubic meter
DMBA	dimethylbenz(a)anthracene	ER-L	effects range-low	G-856	Geometrics, Inc. G-856 magnetometer
DMMP	dimethylmethylphosphonate	ER-M	effects range-medium	G-858G	Geometrics, Inc. G-858G magnetic gradiometer
DNAPL	dense nonaqueous-phase liquid	ESE	Environmental Science and Engineering, Inc.	GAF	gastrointestinal absorption factor
DNT	dinitrotoluene	ESL	ecological screening level	gal	gallon
DO	dissolved oxygen	ESMP	Endangered Species Management Plan	gal/min	gallons per minute
DOD	U.S. Department of Defense	ESN	Environmental Services Network, Inc.	GB	sarin (isopropyl methylphosphonofluoridate)
DOJ	U.S. Department of Justice	ESV	ecological screening value	gc	clay gravels; gravel-sand-clay mixtures
DOT	U.S. Department of Transportation	ET	exposure time	GC	gas chromatograph
DP	direct-push	EU	exposure unit	GCL	geosynthetic clay liner
DPDO	Defense Property Disposal Office	Exp.	Explosives	GC/MS	gas chromatograph/mass spectrometer
DPT	direct-push technology	EXTOXNET	Extension Toxicology Network	GCR	geosynthetic clay liner
DQO	data quality objective	E-W	east to west	GFAA	graphite furnace atomic absorption
DRMO	Defense Reutilization and Marketing Office	EZ	exclusion zone	GIS	Geographic Information System
DRO	diesel range organics	FAR	Federal Acquisition Regulations	gm	silty gravels; gravel-sand-silt mixtures
DS	deep (subsurface) soil	FB	field blank	gp	poorly graded gravels; gravel-sand mixtures
DS2	Decontamination Solution Number 2	FBI	Family Biotic Index	gpm	gallons per minute

List of Abbreviations and Acronyms (Continued)

GPR	ground-penetrating radar	IMPA	isopropylmethyl phosphonic acid	LUCIP	land-use control implementation plan
GPS	global positioning system	IMR	Iron Mountain Road	m	meter
GRA	general response action	in.	inch	m/yr	meters per year
GS	ground scar	Ing	ingestion	max	maximum
GSA	General Services Administration; Geologic Survey of Alabama	Inh	inhalation	MB	method blank
GSBP	Ground Scar Boiler Plant	IP	ionization potential	MCL	maximum contaminant level
GSSI	Geophysical Survey Systems, Inc.	IPS	International Pipe Standard	MCLG	maximum contaminant level goal
GST	ground stain	IR	ingestion rate	MCPA	4-chloro-2-methylphenoxyacetic acid
GW	groundwater	IRDMIS	Installation Restoration Data Management Information System	MCPP	2-(2-methyl-4-chlorophenoxy)propionic acid
gw	well-graded gravels; gravel-sand mixtures	IRIS	Integrated Risk Information Service	MCS	media cleanup standard
H&S	health and safety	IRP	Installation Restoration Program	MD	matrix duplicate
HA	hand auger	IS	internal standard	MDA	Calhoun County McClellan Development Authority
HC	mixture of hexachloroethane, aluminum powder, and zinc oxide (smoke producer)	ISCP	Installation Spill Contingency Plan	MDC	maximum detected concentration
HCl	hydrochloric acid	IT	IT Corporation	MDCC	maximum detected constituent concentration
HD	distilled mustard (bis-[dichloroethyl]sulfide)	ITEMS	IT Environmental Management System™	MDL	method detection limit
HDPE	high-density polyethylene	ITRC	Interstate Trade and Regulatory Council	MEC	munitions and explosives of concern
HE	high explosive	IWWP	installation-wide work plan	MeV	mega electron volt
HEAST	Health Effects Assessment Summary Tables	‘J’	estimated concentration	mg	milligrams
Herb.	herbicides	JeB2	Jefferson gravelly fine sandy loam, 2 to 6 percent slopes, eroded	mg/kg	milligrams per kilogram
HHRA	human health risk assessment	JeC2	Jefferson gravelly fine sandy loam, 6 to 10 percent slopes, eroded	mg/kg/day	milligram per kilogram per day
HI	hazard index	JfB	Jefferson stony fine sandy loam, 0 to 10 percent slopes have strong slopes	mg/kgbw/day	milligrams per kilogram of body weight per day
HN	hydrogen mustard	JPA	Anniston-Calhoun County Fort McClellan Development Joint Powers Authority	mg/L	milligrams per liter
H ₂ O ₂	hydrogen peroxide	K	conductivity	mg/m ³	milligrams per cubic meter
HPLC	high-performance liquid chromatography	K _d	soil-water distribution coefficient	mh	inorganic silts, micaceous or diatomaceous fine, sandy or silt soils
HNO ₃	nitric acid	kg	kilogram	MHz	megahertz
HQ	hazard quotient	KeV	kilo electron volt	µg/g	micrograms per gram
HQ _{screen}	screening-level hazard quotient	K _{oc}	organic carbon partitioning coefficient	µg/kg	micrograms per kilogram
hr	hour	K _{ow}	octonal-water partition coefficient	µg/L	micrograms per liter
HRC	hydrogen releasing compound	KMnO ₄	potassium permanganate	µmhos/cm	micromhos per centimeter
HSA	hollow-stem auger	L	liter; Lewisite (dichloro-[2-chloroethyl]sulfide)	min	minimum
HSDB	Hazardous Substance Data Bank	L/kg/day	liters per kilogram per day	MINICAMS	miniature continuous air monitoring system
HTRW	hazardous, toxic, and radioactive waste	l	liter	ml	inorganic silts and very fine sands
‘I’	out of control, data rejected due to low recovery	LAW	light anti-tank weapon	mL	milliliter
IASPOW	Impact Area South of POW Training Facility	lb	pound	mm	millimeter
IATA	International Air Transport Authority	LBP	lead-based paint	MM	mounded material
ICAL	initial calibration	LC	liquid chromatography	MMBtu/hr	million Btu per hour
ICB	initial calibration blank	LCS	laboratory control sample	MNA	monitored natural attenuation
ICP	inductively-coupled plasma	LC ₅₀	lethal concentration for 50 percent population tested	MnO ₄ -	permanganate ion
ICRP	International Commission on Radiological Protection	LD ₅₀	lethal dose for 50 percent population tested	MOA	Memorandum of Agreement
ICS	interference check sample	LEL	lower explosive limit	MOGAS	motor vehicle gasoline
ID	inside diameter	LOAEL	lowest-observed-adverse-effects-level	MOUT	Military Operations in Urban Terrain
IDL	instrument detection limit	LOEC	lowest-observable-effect-concentration	MP	Military Police
IDLH	immediately dangerous to life or health	LRA	land redevelopment authority	MPA	methyl phosphonic acid
IDM	investigative-derived media	LT	less than the certified reporting limit	MPC	maximum permissible concentration
IDW	investigation-derived waste	LUC	land-use control	MPM	most probable munition
IEUBK	Integrated Exposure Uptake Biokinetic	LUCAP	land-use control assurance plan	MQL	method quantitation limit
IF	ingestion factor; inhalation factor	LUCER	land-use control effectiveness report	MR	molasses residue
ILCR	incremental lifetime cancer risk			MRL	method reporting limit

List of Abbreviations and Acronyms (Continued)

MS	matrix spike	NS	not surveyed	PID	photoionization detector
mS/cm	millisiemens per centimeter	NSA	New South Associates, Inc.	PkA	Philo and Stendal soils local alluvium, 0 to 2 percent slopes
mS/m	millisiemens per meter	nT	nanotesla	PM	project manager
MSD	matrix spike duplicate; minimum separation distance	nT/m	nanoteslas per meter	POC	point of contact
MTBE	methyl tertiary butyl ether	NTU	nephelometric turbidity unit	POL	petroleum, oils, and lubricants
msl	mean sea level	nv	not validated	POTW	publicly owned treatment works
MtD3	Montevallo shaly, silty clay loam, 10 to 40 percent slopes , severely eroded	O ₂	oxygen	POW	prisoner of war
mV	millivolts	O ₃	ozone	PP	peristaltic pump; Proposed Plan
MW	monitoring well	O&G	oil and grease	ppb	parts per billion
MWI&MP	Monitoring Well Installation and Management Plan	O&M	operation and maintenance	ppbv	parts per billion by volume
Na	sodium	OB/OD	open burning/open detonation	PPE	personal protective equipment
NA	not applicable; not available	OD	outside diameter	ppm	parts per million
NAD	North American Datum	OE	ordnance and explosives	PPMP	Print Plant Motor Pool
NAD83	North American Datum of 1983	oh	organic clays of medium to high plasticity	ppt	parts per thousand
NaMnO ₄	sodium permanganate	OH•	hydroxyl radical	PR	potential risk
NAVD88	North American Vertical Datum of 1988	ol	organic silts and organic silty clays of low plasticity	PRA	preliminary risk assessment
NAS	National Academy of Sciences	OP	organophosphorus	PRG	preliminary remediation goal
NCEA	National Center for Environmental Assessment	ORC	Oxygen Releasing Compound	PS	chloropicrin
NCP	National Contingency Plan	ORP	oxidation-reduction potential	PSSC	potential site-specific chemical
NCRP	National Council on Radiation Protection and Measurements	OSHA	Occupational Safety and Health Administration	pt	peat or other highly organic silts
ND	not detected	OSWER	Office of Solid Waste and Emergency Response	PVC	polyvinyl chloride
NE	no evidence; northeast	OVM-PID/FID	organic vapor meter-photoionization detector/flame ionization detector	QA	quality assurance
ne	not evaluated	OVS	oil/water separator	QA/QC	quality assurance/quality control
NEW	net explosive weight	oz	ounce	QAM	quality assurance manual
NFA	No Further Action	PA	preliminary assessment	QAO	quality assurance officer
NG	National Guard	PAH	polynuclear aromatic hydrocarbon	QAP	installation-wide quality assurance plan
NGP	National Guardsperson	PARCCS	precision, accuracy, representativeness, comparability, completeness, and sensitivity	QC	quality control
ng/L	nanograms per liter	Parsons	Parsons Engineering Science, Inc.	QST	QST Environmental, Inc.
NGVD	National Geodetic Vertical Datum	Pb	lead	qty	quantity
Ni	nickel	PBMS	performance-based measurement system	Qual	qualifier
NIC	notice of intended change	PC	permeability coefficient	QuickSilver	QuickSilver Analytics, Inc.
NIOSH	National Institute for Occupational Safety and Health	PCB	polychlorinated biphenyl	R	rejected data; resample; retardation factor
NIST	National Institute of Standards and Technology	PCDD	polychlorinated dibenzo-p-dioxins	R ²	coefficient of determination
NLM	National Library of Medicine	PCDF	polychlorinated dibenzofurans	R&A	relevant and appropriate
NO ₃ ⁻	nitrate	PCE	perchloroethene	RA	remedial action
NOEC	no-observable-effect-concentration	PCP	pentachlorophenol	RAO	remedial action objective
NPDES	National Pollutant Discharge Elimination System	PDS	Personnel Decontamination Station	RBC	risk-based concentration; red blood cell
NPW	net present worth	PEC	probable effect concentration	RBP	Rapid Bioassessment Protocol
No.	number	PEF	particulate emission factor	RBRG	risk-based remedial goal
NOAA	National Oceanic and Atmospheric Administration	PEL	permissible exposure limit	RCRA	Resource Conservation and Recovery Act
NOAEL	no-observed-adverse-effects-level	PERA	preliminary ecological risk assessment	RCWM	Recovered Chemical Warfare Material
NR	not requested; not recorded; no risk	PERC	perchloroethene	RD	remedial design
NRC	National Research Council	PES	potential explosive site	RDX	cyclotrimethylenetrinitramine
NRCC	National Research Council of Canada	Pest.	pesticides	ReB3	Rarden silty clay loams
NRHP	National Register of Historic Places	PETN	pentaerythritoltetranitrate	REG	regular field sample
NRT	near real time	PFT	portable flamethrower	REL	recommended exposure limit
ns	nanosecond	PG	professional geologist	RFA	request for analysis
N-S	north to south			RfC	reference concentration

List of Abbreviations and Acronyms (Continued)

RfD	reference dose	SP	submersible pump	TeCA	1,1,2,2-tetrachloroethane
RG	remedial goal	SPCC	system performance calibration compound	Tetryl	trinitrophenylmethylnitramine
RGO	remedial goal option	SPCS	State Plane Coordinate System	TERC	Total Environmental Restoration Contract
RI	remedial investigation	SPM	sample planning module	TEU	Technical Escort Unit
RL	reporting limit	SQG	sediment quality guideline	THI	target hazard index
RME	reasonable maximum exposure	SQRT	screening quick reference tables	TIC	tentatively identified compound
ROD	Record of Decision	Sr-90	strontium-90	TLV	threshold limit value
RPD	relative percent difference	SRA	streamlined human health risk assessment	TN	Tennessee
RR	range residue	SRI	supplemental remedial investigation	TNB	trinitrobenzene
RRF	relative response factor	SRM	standard reference material	TNT	trinitrotoluene
RRSE	Relative Risk Site Evaluation	Ss	stony rough land, sandstone series	TOC	top of casing; total organic carbon
RSD	relative standard deviation	SS	surface soil	TPH	total petroleum hydrocarbons
RTC	Recruiting Training Center	SSC	site-specific chemical	TR	target cancer risk
RTECS	Registry of Toxic Effects of Chemical Substances	SSHO	site safety and health officer	TRADOC	U.S. Army Training and Doctrine Command
RTK	real-time kinematic	SSHP	site-specific safety and health plan	TRPH	total recoverable petroleum hydrocarbons
RWIMR	Ranges West of Iron Mountain Road	SSL	soil screening level	TRV	toxicity reference value
SA	exposed skin surface area	SSSL	site-specific screening level	TSCA	Toxic Substances Control Act
SAD	South Atlantic Division	SSSSL	site-specific soil screening level	TSDF	treatment, storage, and disposal facility
SAE	Society of Automotive Engineers	STB	supertropical bleach	TSS	total suspended solids
SAIC	Science Applications International Corporation	STC	source-term concentration	TWA	time-weighted average
SAP	installation-wide sampling and analysis plan	STD	standard deviation	UCL	upper confidence limit
SARA	Superfund Amendments and Reauthorization Act	STEL	short-term exposure limit	UCR	upper certified range
sc	clayey sands; sand-clay mixtures	STL	Severn-Trent Laboratories	'U'	not detected above reporting limit
Sch.	schedule	STOLS	Surface Towed Ordnance Locator System®	UIC	underground injection control
SCM	site conceptual model	Std. units	standard units	UF	uncertainty factor
SD	sediment	SU	standard unit	URF	unit risk factor
SDG	sample delivery group	SUXOS	senior UXO supervisor	USACE	U.S. Army Corps of Engineers
SDWA	Safe Drinking Water Act	SVOC	semivolatile organic compound	USACHPPM	U.S. Army Center for Health Promotion and Preventive Medicine
SDZ	safe distance zone; surface danger zone	SW	surface water	USAEC	U.S. Army Environmental Center
SEMS	Southern Environmental Management & Specialties, Inc.	SW-846	U.S. EPA's <i>Test Methods for Evaluating Solid Waste: Physical/Chemical Methods</i>	USAEHA	U.S. Army Environmental Hygiene Agency
SF	cancer slope factor	SWMU	solid waste management unit	USACMLS	U.S. Army Chemical School
SFSP	site-specific field sampling plan	SWPP	storm water pollution prevention plan	USAMPS	U.S. Army Military Police School
SGF	standard grade fuels	SZ	support zone	USATCES	U.S. Army Technical Center for Explosive Safety
Shaw	Shaw Environmental, Inc.	TAL	target analyte list	USATEU	U.S. Army Technical Escort Unit
SHP	installation-wide safety and health plan	TAT	turn around time	USATHAMA	U.S. Army Toxic and Hazardous Material Agency
SI	site investigation	TB	trip blank	USC	United States Code
SINA	Special Interest Natural Area	TBC	to be considered	USCS	Unified Soil Classification System
SL	standing liquid	TCA	trichloroethane	USDA	U.S. Department of Agriculture
SLERA	screening-level ecological risk assessment	TCDD	2,3,7,8-tetrachlorodibenzo-p-dioxin	USEPA	U.S. Environmental Protection Agency
sm	silty sands; sand-silt mixtures	TCDF	tetrachlorodibenzofurans	USFWS	U.S. Fish and Wildlife Service
SM	<i>Serratia marcescens</i>	TCE	trichloroethene	USGS	U.S. Geological Survey
SMDP	Scientific Management Decision Point	TCL	target compound list	UST	underground storage tank
s/n	signal-to-noise ratio	TCLP	toxicity characteristic leaching procedure	UTL	upper tolerance level; upper tolerance limit
SO ₄ ⁻²	sulfate	TDEC	Tennessee Department of Environment and Conservation	UXO	unexploded ordnance
SOD	soil oxidant demand	TDGCL	thiodiglycol	UXOQCS	UXO Quality Control Supervisor
SOP	standard operating procedure	TDGCLA	thiodiglycol chloroacetic acid	UXOSO	UXO safety officer
SOPQAM	U.S. EPA's <i>Standard Operating Procedure/Quality Assurance Manual</i>	TEA	triethylaluminum	V	vanadium
sp	poorly graded sands; gravelly sands	TEC	threshold effect concentration	VC	vinyl chloride

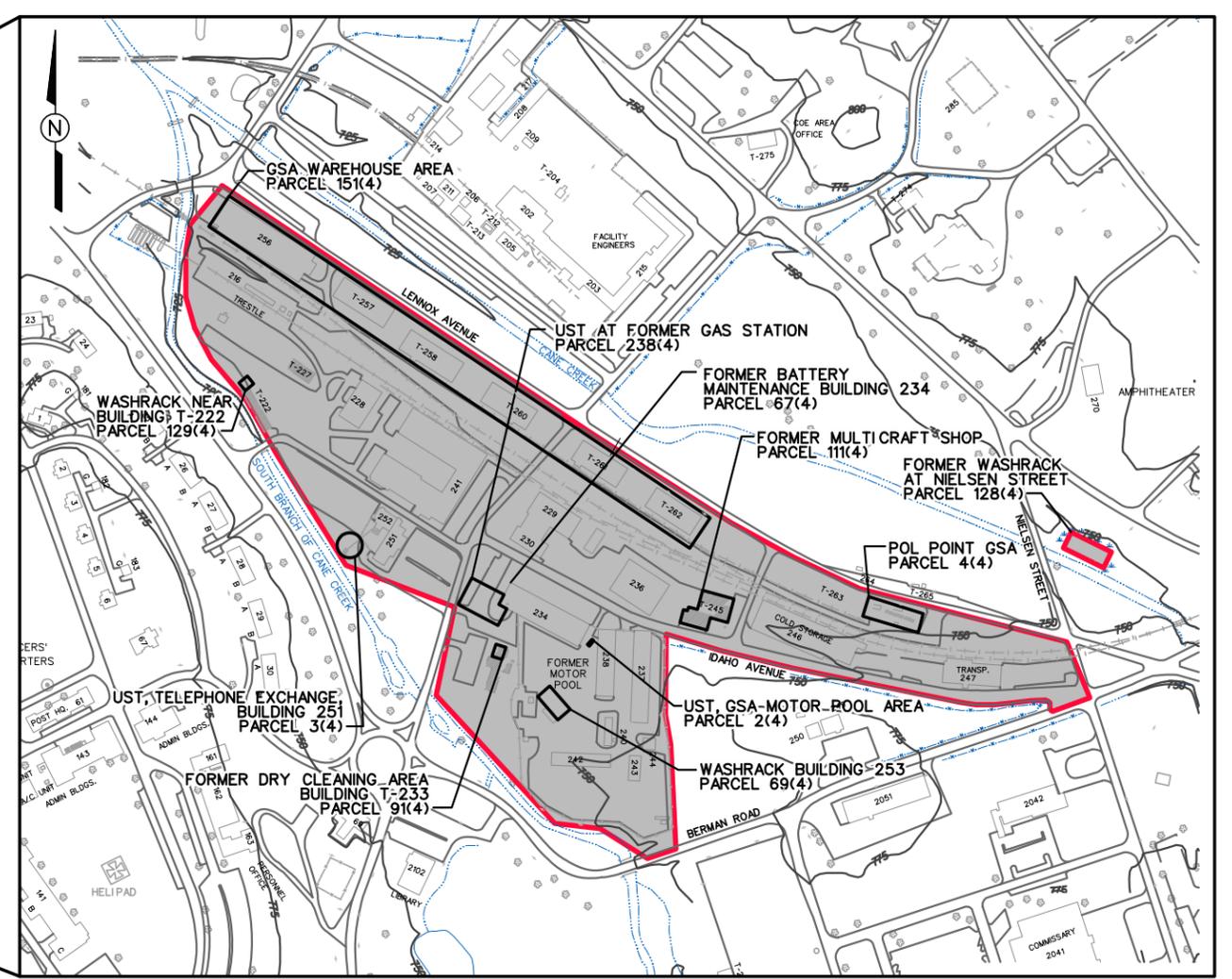
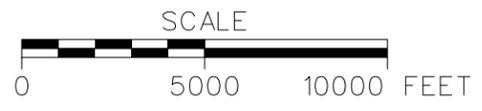
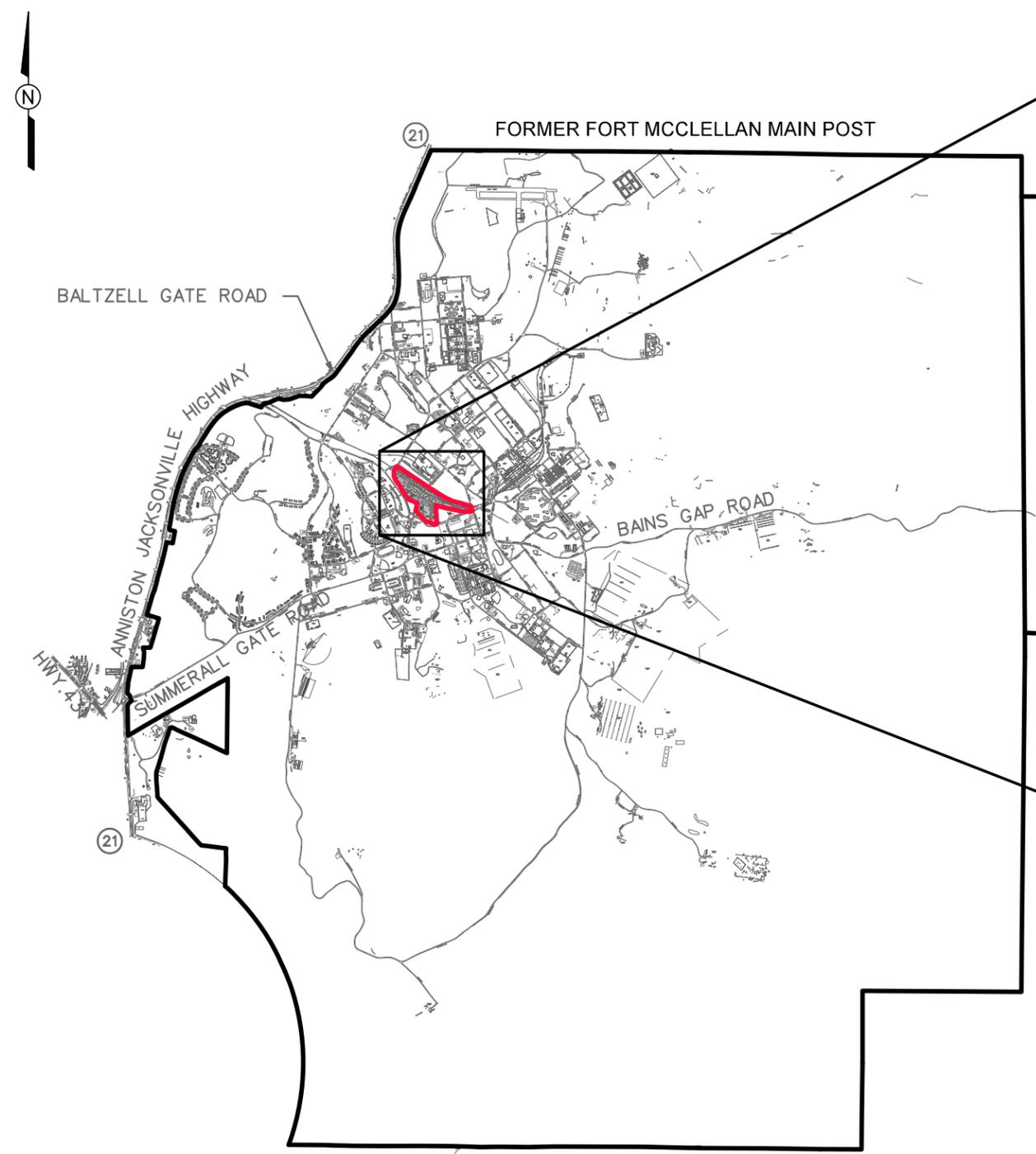
List of Abbreviations and Acronyms (Continued)

VOA	volatile organic analyte
VOC	volatile organic compound
VOH	volatile organic hydrocarbon
VQlfr	validation qualifier
VQual	validation qualifier
VX	nerve agent (O-ethyl-S-[diisopropylaminoethyl]-methylphosphonothiolate)
WAC	Women's Army Corps
Weston	Roy F. Weston, Inc.
WP	white phosphorus
WRS	Wilcoxon rank sum
WS	watershed
WSA	Watershed Screening Assessment
WWI	World War I
WWII	World War II
XRF	x-ray fluorescence
yd ³	cubic yards
ZVI	zero-valent iron

FIGURES

10/27/2009 standard(2).tbl 11:17:02 AM smccawley canon-color-tablet.dgn 774645_gsa-fyrr-001.dgn

STARTING DATE: 10/26/09 DATE LAST REV.: DRAFT. CHCK. BY: J. TARR INITIATOR: J. TARR DWG#6645_gsa-fyrr-001.dgn
 DRAWN BY: S. MCCAWLEY ENGR. CHCK. BY: J. TARR PROJ. MGR.: PROJ. NO.: 774645



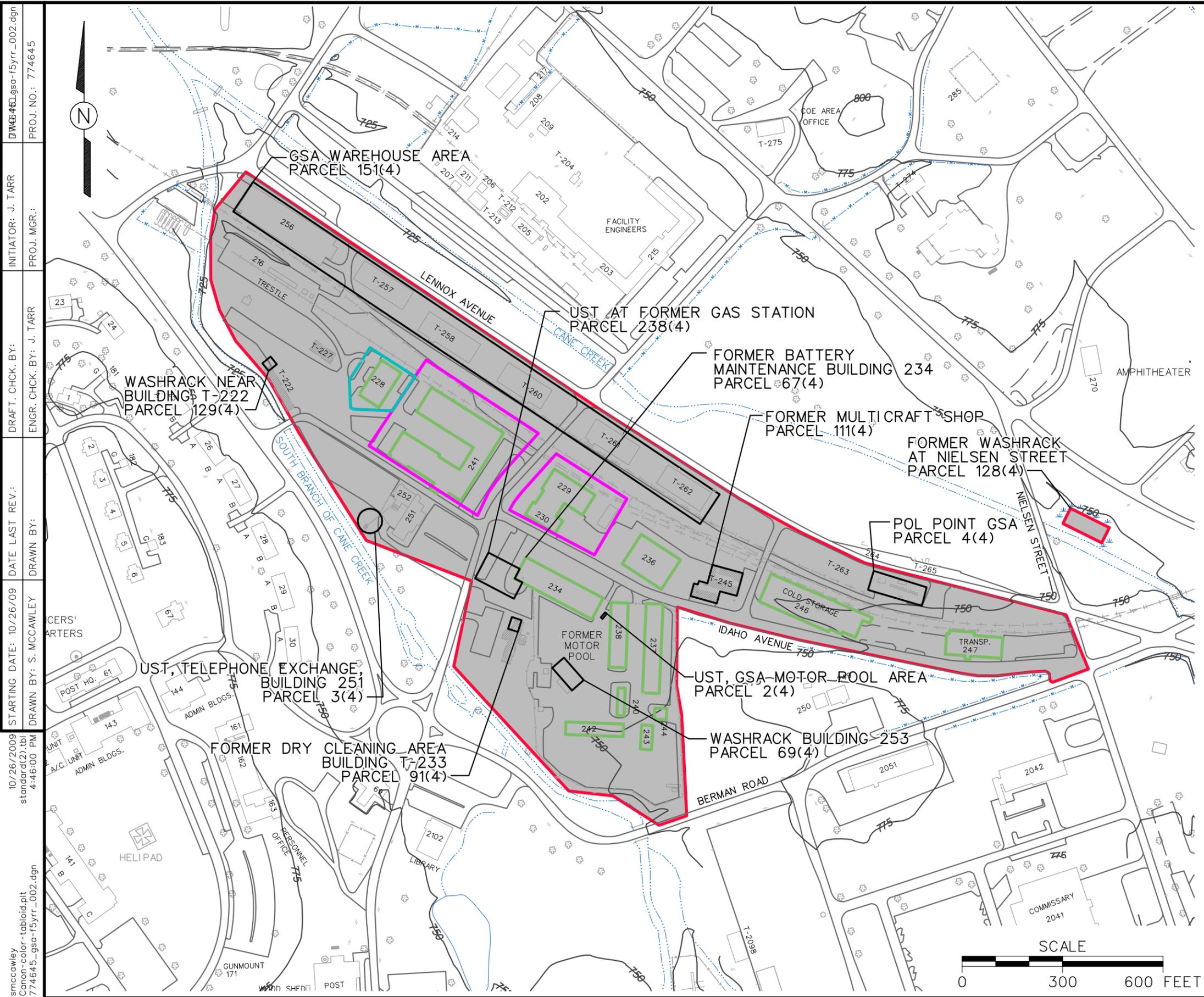
INSET
NOT TO SCALE

- LEGEND:**
- PAVED ROADS AND PARKING
 - BUILDING
 - PARCEL BOUNDARY

FIGURE 1
 SITE LOCATION MAP
 GSA WAREHOUSE AREA
 PARCELS 151(4), 2(4), 3(4), 4(4),
 67(4), 69(4), 91(4), 111(4), 128(4),
 129(4), AND 238(4)

U. S. ARMY CORPS OF ENGINEERS
 MOBILE DISTRICT
 FORT McCLELLAN
 CALHOUN COUNTY, ALABAMA
 Contract No. DACA21-96-D-0018





LEGEND

- UNIMPROVED ROADS AND PARKING
- PAVED ROADS AND PARKING
- BUILDING
- FORMER BUILDING
- TOPOGRAPHIC CONTOURS (CONTOUR INTERVAL - 25 FOOT)
- TREES/ TREE LINE
- PARCEL BOUNDARY
- HISTORICAL BUILDINGS 228, 229, 230, 234, 236, 237, 238, 240, 241, 242, 243, 244, 246 AND 247
- PARCEL BOUNDARY; CITY OF ANNISTON DEED
- APPROXIMATE PARCEL BOUNDARY; AW GROUP (HOWARD CORE COMPANY) STATUTORY DEED
- SURFACE DRAINAGE / CREEK
- FENCE
- EXISTING RAILROAD LOCATIONS
- REMOVED RAILROAD LOCATIONS

FIGURE 2
SITE MAP
 GSA WAREHOUSE AREA
 PARCELS 151(4), 2(4), 3(4), 4(4),
 67(4), 69(4), 91(4), 111(4), 128(4),
 129(4), AND 238(4)

U. S. ARMY CORPS OF ENGINEERS
 MOBILE DISTRICT
 FORT McCLELLAN
 CALHOUN COUNTY, ALABAMA
 Contract No. DACA21-96-D-0018



DW46460.gsd-fsyr-002.dgn
 PROJ. NO.: 774645
 INITIATOR: J. TARR
 PROJ. MGR.:
 DRAFT. CHCK. BY: J. TARR
 ENGR. CHCK. BY: J. TARR
 DATE LAST REV.:
 DRAWN BY: S. MCCAWLEY
 STARTING DATE: 10/26/09
 10/26/2009
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APPENDIX A
DEED DOCUMENTS

QUIT CLAIM DEED NO. 12 BETWEEN ARMY AND MDA

DEED 3038 728
Recorded In Above Book and Page
09/19/2003 12:46:54 PM
Arthur C. Murray
Judge of Probate
Calhoun County, Alabama

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

Recording Fee 159.00
TOTAL 159.00

STATE OF ALABAMA)
COUNTY OF CALHOUN)

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

Arthur C. Murray
Judge of Probate
"TAX EXEMPT"

**SUPER FOST 3 and GSA WAREHOUSE
QUITCLAIM DEED NO. 12
Fort McClellan, Alabama**

THIS QUITCLAIM DEED made and entered into between the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY**, (hereinafter referred to as the "**GRANTOR**"), under and pursuant to the Federal Property and Administrative Services Act of 1949, (63 Stat.377, as amended), and to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, PL 101-510, as amended, (hereinafter referred to as "**BRAC**"), and the **ANNISTON-CALHOUN COUNTY FORT McCLELLAN DEVELOPMENT JOINT POWERS AUTHORITY** (hereinafter referred to as the "**GRANTEE**"), an unincorporated nonprofit association under the Alabama Unincorporated Nonprofit Association Act.

WITNESSETH THAT:

WHEREAS, the Grantor and the Grantee have entered into a Memorandum of Agreement ("**MOA**"), dated December 12, 2000, establishing the terms and conditions for the EDC conveyance of the excess portions of the McClellan property approved in the Grantee's EDC application and the lease of portions of the McClellan property approved in the Grantee's EDC application and in furtherance of the conveyance of all of the excess McClellan property approved in the Grantee's EDC application; and

WHEREAS, pursuant to BRAC, as amended, the Grantor has the authority to convey and with this Deed conveys to the Grantee, pursuant to the terms and conditions of the MOA, the parcels of land as described below and all of the improvements contained therein; located in the County of Calhoun, State of Alabama, at Fort McClellan.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Grantor, pursuant to BRAC, and in consideration of other good and valuable consideration as provided for in the MOA between the parties, does hereby grant, remise, release, and forever quitclaim unto the **GRANTEE**, its successors and assigns, all such interest, rights, title, and claim as the **GRANTOR** has in and to certain parcels of land, together with buildings totaling approximately 274,807 square feet and improvements thereon located in the City of Anniston, Calhoun County, Alabama (the "**Property**"), which property contains approximately 124.49 acres as described below:

Legal Description**BOUNDARY DESCRIPTION****Parcel 1**

All that tract or parcel of land lying and being in the Sections 3 and 4, Township 16 South Range 8 East, Huntsville Meridian, Calhoun County, Alabama; and being more particularly described as follows:

Commencing at the Southwest corner of Section 3, Township 16 South, Range 8 East, Calhoun County, Alabama; thence South 89° 49' 28" East along the South boundary of said section a distance of 2,835.95 feet to point that is 314.3 feet Westerly and at right angles to the centerline of construction of Anniston East Bypass at Station 171+29.32; thence North 21° 21 '46" West a distance of 375.61 feet to a point that is 375 feet Westerly and at right angles to said centerline at Station 175+00; thence North 08° 29'08" West a distance of 1,202.34 feet to a point that is 300 feet Westerly and at right angles to said centerline at Station 187+00; thence North 31 ° 11 '07". West a distance of 952.38 feet to a point that is 612 feet Westerly and at right angles to said centerline at Station 195+99.8; thence North 11 ° 32' 55" West a distance of 223.63 feet to a point that is 610 feet Westerly and at right angles to said centerline at Station 198+23.44; thence North 05° 16'40" West a distance of 1,302.50 feet to the **POINT OF BEGINNING**; thence South 62°30' West a distance of 1812.2 feet; thence North 42° 00' West a distance of 273.7 feet; thence North 09° 00' West a distance of 821.2 feet; thence North 50° 30' East a distance of 320.9 feet; thence South 88° 00' East a distance of 377.5 feet; thence North 72° 00' East a distance of 329.8 feet; thence North 47° 30' East a distance of 254.8 feet; thence North 73° 00' East a distance of 418.9 feet, more or less, to a point on the western right-of-way of Anniston East Bypass; thence South 33° 34' 49" East along the western right-of-way of said bypass a distance of 675.02 feet; thence S 05° 16' 40" E along the western right-of-way of said bypass a distance of 203.66 feet, more or less, to the **POINT OF BEGINNING**. Containing 40.13 acres, more or less.

BOUNDARY DESCRIPTION**PARCEL 2**

A parcel of land situated in the Southwest Quarter of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows: Commence at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run North 01° 22' 22" East for a distance of 1535.90 feet; thence run South 88° 37' 38" East for a distance of 523.20 feet to the **POINT OF BEGINNING**; thence run South 88° 35' 13" East for a distance of 162.17 feet; thence run South 04° 46' 51" West for a distance of 207.72 feet; thence run South 86° 06' 30" East for a distance of 110.51 feet; thence run South 01° 51' 58" West for a distance of 305.16 feet; thence run North 80° 28' 36" West for a distance of 299.19 feet; thence run North 06° 00' 51" East for a distance of 476.62 feet to the **POINT OF BEGINNING**; said described tract containing 116,875 Square Feet (2.68 Acres) more or less.

BOUNDARY DESCRIPTION**PARCEL 3**

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

Commence at a brass disk found at the Southwest corner of Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said Section, for a distance of 2211.84 feet; thence, leaving said south line, run North 00° 47' 54" East for a distance of 889.42 feet; thence run North 89° 12' 06" West for a distance of 743.92 feet; thence run North 00° 47' 54" East for a distance of 694.11 feet to the **POINT OF BEGINNING**; thence run North 50° 46' 16" West for a distance of 92.76 feet; thence run North 40° 13' 16" East for a distance of 50.20 feet; thence run North 50° 28' 27" West for a distance of 59.81 feet; thence run North 39° 02' 41" East for a distance of 325.43 feet; thence run South 51° 27' 38" East for a distance of 83.66 feet; thence run North 35° 34' 16" East for a distance of 87.13 feet; thence run South 86° 48' 56" East for a distance of 353.29 feet; thence run South 14° 39' 15" West for a distance of 354.27 feet; thence run North 76° 16' 45" West for a distance of 424.23 feet; thence run South 38° 57' 43" West for a distance of 77.70 feet; thence run South 47° 46' 37" East for a distance of 26.52 feet; thence run South 40° 44' 01" West for a distance of 87.85 feet to the **POINT OF BEGINNING**; said described tract containing 166,802 Square Feet (3.83 Acres) more or less.

**BOUNDARY DESCRIPTION
PARCEL 4**

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

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southeast Quarter of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence leaving said section line, run North 01° 22' 22" East for a distance of 2929.48 feet to the **POINT OF BEGINNING**; thence run North 11° 18' 36" West for a distance of 228.21 feet; thence run North 84° 03' 45" East for a distance of 208.32 feet; thence run South 14° 15' 52" East for a distance of 201.82 feet; thence run South 76° 48' 34" West for a distance of 217.92 feet to the **POINT OF BEGINNING**; said described tract containing 45,652 Square Feet (1.05 Acres) more or less.

**BOUNDARY DESCRIPTION
PARCEL 5**

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

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southwest corner of Section 22; thence, leaving said south line, continue South 89° 12' 06" East, along a projection of last said course, for a distance of 3005.84 feet; thence run North 00° 47' 54" East for a distance of 3599.11 feet; thence run South 89° 12' 06" East for a distance of 351.48 feet to the **POINT OF BEGINNING**; thence run North 18° 08' 53" West for a distance of 194.29 feet; thence run North 73° 03' 50" East for a distance of 268.27 feet; thence run South 16° 56' 10" East for a distance of 194.25 feet; thence run South

73° 03' 50" West for a distance of 264.16 feet to the **POINT OF BEGINNING**; said described tract containing 51,711 Square Feet (1.19 Acres) more or less.

BOUNDARY DESCRIPTION

PARCEL 6

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

Commence at a brass disk found at the Southwest corner of Section 21, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 89° 12' 06" East, along the south line of said section, for a distance of 5316.45 feet to a brass disk found at the Southwest corner of Section 22; thence, leaving said south line, continue South 89° 12' 06" East, along a projection of last said course, for a distance of 3005.84 feet; thence run North 00° 47' 54" East for a distance of 3599.11 feet; thence run North 84° 35' 39" West for a distance of 727.77 feet to the **POINT OF BEGINNING**; thence run South 70° 08' 23" West for a distance of 96.43 feet; thence run North 68° 07' 50" West for a distance of 93.39 feet; thence run North 16° 11' 53" West for a distance of 65.12 feet; thence run North 45° 18' 42" East for a distance of 78.15 feet; thence run North 17° 53' 56" West for a distance of 640.73 feet; thence run North 70° 47' 33" East for a distance of 94.85 feet; thence run South 18° 00' 56" East for a distance of 799.65 feet to the **POINT OF BEGINNING**; said described tract containing 84,507 Square Feet (1.94 Acres) more or less.

BOUNDARY DESCRIPTION

PARCEL 7

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01° 11' 41" East, along the west line of said Section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, along said west line, for a distance of 6775.26 feet; thence run North 88° 48' 19" East for a distance of 51.65 feet to the **POINT OF BEGINNING**; thence run North 14° 24' 11" West for a distance of 198.73 feet; to the Point of Curvature of a non-tangent curve to the left, having a radius of 429.20 feet, a central angle of 22° 20' 52", a chord length of 166.35 feet and a chord bearing of North 66° 06' 42" East; thence continue along the arc of said curve for a distance of 167.41 feet to the Point of Tangency of said curve; thence run South 54° 28' 22" East for a distance of 366.84 feet; thence run South 57° 45' 40" East for a distance of 1691.50 feet; thence run North 32° 14' 20" East for a distance of 40.00 feet; thence run South 83° 58' 53" East for a distance of 154.61 feet; thence run South 77° 23' 00" East for a distance of 200.77 feet; thence run South 63° 32' 21" East for a distance of 333.33 feet; thence run South 76° 24' 07" East for a distance of 31.02 feet; thence run South 18° 05' 27" East for a distance of 175.85 feet; thence run South 71° 06' 48" West for a distance of 56.87 feet; thence run South 69° 00' 44" West for a distance of 44.59 feet; thence run South 84° 32' 47" West for a distance of 227.69 feet; thence run North 79° 08' 05" West for a distance of 146.05 feet; thence run North 74° 39' 11" West for a distance of 266.75 feet; thence run North 78° 55' 50" West for a distance of 274.74 feet; thence run North 73° 10' 49" West for a distance of

212.36 feet; thence run South 00° 11' 37" West for a distance of 198.19 feet; thence run South 06° 39' 07" East for a distance of 116.45 feet; thence run South 02° 55' 49" East for a distance of 267.81 feet; thence run South 71° 26' 57" West for a distance of 112.56 feet; thence run North 57° 31' 52" West for a distance of 128.70 feet; thence run North 83° 44' 35" West for a distance of 133.04 feet; thence run North 42° 45' 06" West for a distance of 505.76 feet; thence run North 14° 55' 08" East for a distance of 218.37 feet; thence run North 62° 35' 35" West for a distance of 357.89 feet; thence run North 33° 08' 32" West for a distance of 379.46 feet; thence run North 27° 16' 57" West for a distance of 180.75 feet; thence run North 40° 35' 47" West for a distance of 204.08 feet; thence run North 15° 57' 58" West for a distance of 148.65 feet; thence run North 00° 33' 53" West for a distance of 58.72 feet to the **POINT OF BEGINNING**; said described tract containing 1,670,280 Square Feet (38.34 Acres) more or less.

ALSO,

LESS AND EXCEPT

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

Commence at the Point of Beginning of the above described tract; thence run North 88° 48' 19" East for a distance of 470.55 feet; thence run South 01° 11' 41" East for a distance of 270.59 feet to the **POINT OF BEGINNING** for this tract; thence run South 57° 17' 06" East for a distance of 159.68 feet; thence run South 33° 58' 30" West for a distance of 123.00 feet; thence run North 87° 27' 22" West for a distance of 115.00 feet; thence run North 59° 24' 50" West for a distance of 11.00 feet; thence run North 02° 30' 00" West for a distance of 81.00 feet; thence run North 32° 47' 20" East for a distance of 115.00 feet to the **POINT OF BEGINNING**; said described tract containing 24,163 Square Feet (0.55 Acres) more or less.

ALSO, reserving to the Grantor an easement for a road or street to the above parcel and described as follows:

A 30.00 foot strip of land for Ingress / Egress, being situated in the Southwest Quarter of Section 15, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and lying 15.00 feet to each side of the following described line:

Commence at the Point of Beginning of the above described tract; thence run South 32° 47' 20" West for a distance of 115.00 feet; thence run South 02° 30' 00" East for a distance of 19.22 feet to the **POINT OF BEGINNING**; thence run South 59° 09' 29" West for a distance of 204.84 feet.

BOUNDARY DESCRIPTION PARCEL 8

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01°11'41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, continue South 01° 11' 41" East for a distance of 6406.75 feet; thence run South 90° 00' 00" East for a distance of 2626.83 feet; thence run South 00° 00' 00" West for a distance of 1106.81 feet; thence run North 80° 34' 58" East for a distance

of 244.40 feet to the **POINT OF BEGINNING**; thence run North 47° 37' 03" East for a distance of 553.91 feet; thence run South 07° 20' 18" West for a distance of 507.81 feet; to the Point of Curvature of a non-tangent curve to the right, having a radius of 1675.00 feet, a central angle of 12° 37' 02", a chord length of 368.11 feet and a chord bearing of North 69° 16' 31" West; thence continue along the arc of said curve for a distance of 368.86 feet to the Point of Tangency of said curve and the **POINT OF BEGINNING**; said described tract containing 93,417 Square Feet (2.14 Acres) more or less.

BOUNDARY DESCRIPTION

PARCEL 9

A parcel of land situated in the Southeast Quarter of Section 15, Township 15 South, Range 8 East, Huntsville meridian, Calhoun County, Alabama; and being more particularly described as follows: Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01° 11' 41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, continue South 01° 11' 41" East for a distance of 6406.75 feet; thence run South 90° 00' 00" East for a distance of 2626.83 feet; then run South 00° 00' 00" West for a distance of 1106.81 feet to the **POINT OF BEGINNING**; thence run South 63° 37' 13" East for a distance of 129.69 feet; thence run South 26° 30' 07" West for a distance of 50.84 feet; thence run North 63° 31' 17" West for a distance of 129.80 feet; thence run North 26° 37' 42" East for a distance of 50.62 feet to the **POINT OF BEGINNING**: said described tract containing 6,582.21 Square Feet (0.15 Acres) more or less.

BOUNDARY DESCRIPTION

PARCEL 10

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01°11'41" East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01°11'41" East, for a distance of 2820.55 feet; thence run North 90° 00' 00" East for a distance of 5575.03 feet; thence run South 00° 00' 00" West for a distance of 1301.53 feet to the **POINT OF BEGINNING**; thence run South 00° 00' 00" West for a distance of 30.02 feet; thence run North 90° 00' 00" West for a distance of 30.00 feet; thence run North 00° 00' 00" East for a distance of 30.02 feet; thence run South 90° 00' 00" East for a distance of 30.00 feet to the **POINT OF BEGINNING**; said described tract containing 901 Square Feet (0.02 Acres) more or less.

BOUNDARY DESCRIPTION

PARCEL 11

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South $01^{\circ}11'41''$ East along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South $01^{\circ}11'41''$ East, for a distance of 2820.55 feet; thence run North $90^{\circ}00'00''$ East for a distance of 5827.13 feet; thence run South $00^{\circ}18'17''$ West for a distance of 1036.62 feet to the **POINT OF BEGINNING**; thence run North $88^{\circ}34'52''$ East for a distance of 31.20 feet; thence run South $01^{\circ}25'12''$ East for a distance of 32.36 feet; thence run South $88^{\circ}34'52''$ West for a distance of 31.20 feet; thence run North $01^{\circ}25'12''$ West for a distance of 32.36 feet to the **POINT OF BEGINNING**; said described tract containing 1,010 Square Feet (0.02 Acres) more or less.

**BOUNDARY DESCRIPTION
PARCEL 12**

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S $01^{\circ}11'41''$ E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence, leaving said west line, continue South $01^{\circ}11'41''$ East for a distance of 2704.21 feet; thence run North $88^{\circ}48'19''$ East for a distance of 125.18 feet to the **POINT OF BEGINNING**; thence run North $85^{\circ}20'34''$ East for a distance of 55.28 feet; thence run South $04^{\circ}42'50''$ East for a distance of 72.99 feet; thence run South $08^{\circ}53'10''$ East for a distance of 123.93 feet; thence run South $14^{\circ}48'37''$ East for a distance of 85.53 feet; thence run South $16^{\circ}42'06''$ East for a distance of 48.84 feet; to the Point of Curvature of a non-tangent curve to the left, having a radius of 540.00 feet, a central angle of $13^{\circ}37'37''$, a chord length of 128.13 feet and a chord bearing of North $41^{\circ}09'12''$ West; thence continue along the arc of said curve for a distance of 128.43 feet to the Point of Tangency of said curve; to the Point of Curvature of a non-tangent curve to the right, having a radius of 1174.41 feet, a central angle of $10^{\circ}48'12''$, a chord length of 221.11 feet and a chord bearing of North $08^{\circ}12'47''$ West; thence continue along the arc of said curve for a distance of 221.44 feet to the Point of Tangency of said curve; thence run North $02^{\circ}48'41''$ West for a distance of 4.86 feet to the **POINT OF BEGINNING**; said described tract containing 15,197 Square Feet (0.35 Acres) more or less.

**BOUNDARY DESCRIPTION
PARCEL 13**

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South $01^{\circ}11'41''$ East, along the west line of said Section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South $01^{\circ}11'41''$ East, along said west line, for a distance of 2820.55 feet; thence run North $90^{\circ}00'00''$ East for a distance of 3514.00 feet to the **POINT OF BEGINNING**; said point also being the Point of Curvature of a non-tangent curve to the

left, having a radius of 1199.51 feet a central angle of $32^{\circ} 00' 55''$, a chord length of 661.57 feet and a chord bearing of North $56^{\circ} 59' 46''$ East; thence continue along the arc of said curve for a distance of 670.25 feet to the Point of Tangency of said curve; thence run North $40^{\circ} 59' 19''$ East for a distance of 160.73 feet; thence run South $49^{\circ} 06' 58''$ East for a distance of 80.16 feet; thence run South $30^{\circ} 25' 49''$ East for a distance of 188.85 feet; thence run South $36^{\circ} 21' 02''$ East for a distance of 128.45 feet; thence run South $31^{\circ} 45' 42''$ East for a distance of 106.16 feet; thence run South $11^{\circ} 09' 08''$ East for a distance of 90.81 feet; thence run South $31^{\circ} 01' 29''$ West for a distance of 144.24 feet; thence run South $48^{\circ} 47' 26''$ West for a distance of 155.67 feet; thence run South $52^{\circ} 18' 40''$ West for a distance of 169.21 feet; thence run South $56^{\circ} 03' 27''$ West for a distance of 169.24 feet; thence run South $51^{\circ} 43' 57''$ West for a distance of 304.29 feet; thence run South $51^{\circ} 25' 47''$ West for a distance of 50.17 feet; thence run North $38^{\circ} 41' 04''$ West for a distance of 247.36 feet; to the Point of Curvature of a curve to the left, having a radius of 1396.49 feet, a central angle of $18^{\circ} 31' 29''$, a chord length of 449.54 feet and a chord bearing of North $47^{\circ} 59' 13''$ West; thence continue along the arc of said curve for a distance of 451.51 feet to the Point of Tangency of said curve; to the Point of Curvature of a curve to the right, having a radius of 460.00 feet, a central angle of $13^{\circ} 21' 06''$, a chord length of 106.95 feet and a chord bearing of North $66^{\circ} 21' 10''$ East; thence continue along the arc of said curve for a distance of 107.19 feet to the Point of Tangency of said curve; thence run South $75^{\circ} 54' 56''$ East for a distance of 60.52 feet; thence run South $89^{\circ} 36' 51''$ East for a distance of 117.31 feet; thence run South $33^{\circ} 36' 25''$ East for a distance of 34.40 feet; thence run South $89^{\circ} 58' 33''$ East for a distance of 165.03 feet; thence run South $01^{\circ} 00' 45''$ West for a distance of 103.57 feet; thence run South $89^{\circ} 40' 13''$ East for a distance of 137.31 feet; thence run South $61^{\circ} 24' 43''$ East for a distance of 99.46 feet; thence run North $02^{\circ} 43' 20''$ East for a distance of 55.95 feet; thence run North $00^{\circ} 32' 35''$ West for a distance of 184.78 feet; thence run North $89^{\circ} 53' 00''$ West for a distance of 189.41 feet; thence run North $00^{\circ} 00' 00''$ East for a distance of 83.36 feet; to the Point of Curvature of a curve to the right, having a radius of 1279.51 feet, a central angle of $11^{\circ} 13' 38''$, a chord length of 250.32 feet and a chord bearing of South $68^{\circ} 49' 57''$ West; thence continue along the arc of said curve for a distance of 250.73 feet to the Point of Tangency of said curve; thence run North $05^{\circ} 01' 04''$ East for a distance of 85.91 feet to the **POINT OF BEGINNING**; said described tract containing 564,814 Square Feet (12.97 Acres) more or less.

BOUNDARY DESCRIPTION PARCEL 14

A parcel of land situated in the West Half of Section 11, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South $01^{\circ} 11' 41''$ East along the west line of said Section 10 for a distance of 1417.82 feet; thence leaving said west line run North $88^{\circ} 48' 19''$ East for a distance of 6131.97 feet to the **POINT OF BEGINNING**; thence run South $42^{\circ} 10' 44''$ East for a distance of 694.08 feet; thence run South $24^{\circ} 39' 54''$ West for a distance of 886.53 feet; thence run South $89^{\circ} 48' 23''$ West for a distance of 263.25 feet; thence run South $23^{\circ} 20' 17''$ West for a distance of 466.03 feet; thence run North $62^{\circ} 53' 23''$ West for a distance of 21.61 feet; thence run North $07^{\circ} 40' 21''$ East for a distance of 1306.86 feet; thence run North $23^{\circ} 53' 18''$ East for a distance of 485.36 feet to the **POINT OF BEGINNING**; said described tract containing 649,955 Square Feet (14.92 Acres) more or less.

**BOUNDARY DESCRIPTION
PARCEL 15**

A parcel of land situated in the Southwest Quarter of Section 11, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows: Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01°11'41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East for a distance of 1530.34 feet; thence leaving said west line run North 88° 48' 19" East for a distance of 5433.64 feet to the **POINT OF BEGINNING**; thence run North 28° 18' 28" East for a distance of 498.69 feet thence run South 64° 50' 40" East for a distance of 493.44 feet; thence run South 01° 02' 33" East for a distance of 106.62 feet; thence run North 90° 00' 00" West for a distance of 160.87 feet; thence run South 29° 42' 57" West for a distance of 179.09 feet; thence run North 85° 41' 15" West for a distance of 436.66 feet to the **POINT OF BEGINNING**; said described tract containing 184,935 Square Feet (4.25 Acres) more or less.

**BOUNDARY DESCRIPTION
PARCEL 16**

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run S 01°11'41" E along the west line of said section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East for a distance of 1530.34 feet; thence leaving said west line run North 88° 48' 19" East for a distance of 5433.64 feet; thence run South 85° 41' 15" East for a distance of 436.66 feet to the **POINT OF BEGINNING**; thence run South 85° 46' 07" East for a distance of 256.15 feet; thence run South 02° 11' 36" West for a distance of 50.43 feet; thence run South 35° 44' 14" West for a distance of 195.80 feet; thence run South 14° 01' 08" West for a distance of 15.98 feet; thence run North 70° 49' 20" West for a distance of 94.40 feet; thence run North 03° 41' 42" East for a distance of 60.21 feet; thence run North 89° 06' 11" West for a distance of 91.35 feet; to the Point of Curvature of a curve to the right, having a radius of 1500.00 feet, a central angle of 00°13' 46", a chord length of 6.01 feet and a chord bearing of North 14° 50' 23" East; thence continue along the arc of said curve for a distance of 6.01 feet to the Point of Tangency of said curve; thence run North 15° 18' 15" East for a distance of 150.74 feet to the **POINT OF BEGINNING**; said described tract containing 45,990 Square Feet (1.06 Acres) more or less.

For a net total of 124.49 acres.

The legal description of the Property has been provided by the GRANTEE and the GRANTEE shall be responsible for the accuracy of the survey and description of the Property conveyed herein and shall indemnify and hold the GRANTOR harmless from any and all liability resulting from any inaccuracy in the description.

Said Property being subject to existing building or zoning laws, as applicable:

And said Property being subject to those easements, reservations, restrictions or outgrants of record, including, but not limited to the following:

Easement to Alabama Gas Company recorded at Deed Book 3001, Pages 453-465 in the Probate Records of Calhoun County, Alabama.

Easement to Alabama Power Company recorded at Deed Book 2111, Pages 233-262 in the Probate Records of Calhoun County, Alabama.

Easement to BellSouth Telecommunications recorded at Deed Book 2112, Pages 431-445 in the Probate Records of Calhoun County, Alabama.

Easements to the Anniston Water Works and Sewer Board recorded at Deed Book 2141, Pages 217-272 in the Probate Records of Calhoun County, Alabama.

Notice of Historic Property:

As to Buildings 229, 230, 234, 236, 237, 238, 240, 241, 242, 243, 244, 246, 247, 4415 and 4416, said Property conveyed herein is subject to applicable provisions of the Historical Properties Programmatic Agreement (Exhibit A).

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees" respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties, the term "successors" being deemed to include, in reference to the Grantee, successors in title to the Grantee.

The Property includes:

- a. all buildings, facilities, fixtures, roadways, infrastructure, improvements thereon, and appurtenances thereto which constitute real property;
- b. all easements, reservations and other rights appurtenant thereto;
- c. all hereditaments and tenements therein and reversions, remainders, issues, profits and other rights belonging or related thereto;
- d. all timber rights; and
- e. all mineral rights.

1. CERCLA NOTICE AND COVENANTS for Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11:

A. Notice. As to those parcels identified above, pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act as amended, 42 U.S.C. Section 9620(h)(3), ("CERCLA") the Grantor hereby notifies the Grantee, its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

B. Covenants

(1) The Grantor hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property.

(2) The Grantor hereby covenants that all corrective, remedial and response actions necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property after the date of transfer shall be conducted by the Grantor.

(3) The above referenced covenants shall not apply to the extent such remedial actions are caused by activities of the Grantee, its successors, assigns, transferees, sublessees, tenants or licensees.

Access Rights and Easement

The Grantor hereby reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of this conveyance at such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property. In exercising this access easement, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in the remediation of the Property or the adjacent property, as the case may be, except for emergency situations or an imminent threat to human health and the environment, (in which case the Army shall give such notice as is reasonably practicable under the circumstances) and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the Deed, the Grantor assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the property interfere with the use of the Property. The Grantee shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor under this Section. The Grantee, the then record owner, and any other person, shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

2. CERCLA NOTICE AND COVENANTS for Parcels 1, 12, 13, 14, 15 and 16:

A. Notice. As to those parcels identified above, pursuant to Section 120 (h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Grantor has identified, in the Finding of Suitability to Transfer (FOST), dated July 2003, and the FOST dated August 2003, copies of which have been provided to the Grantee, the Property as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, or known to have been released or disposed of.

B. Covenants.

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

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

Access Rights and Easement

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

3. ENVIRONMENTAL PROTECTION PROVISIONS

A. Liability for Contamination

The Grantee, any successor, assignee, transferee, lender or lessee of the Grantee, or its successors or assigns, shall have no obligation to fund, participate in or complete the clean-up of existing hazardous substances, pollutants or contamination (collectively "Contamination") on or under the Property except to the extent any such party caused or contributed to the Contamination as provided under Section 120 (h) of CERCLA. Furthermore, the Grantor shall not be liable hereunder to perform or fund any response actions under CERCLA or other applicable law required (i) due to a violation by the Grantee, its successors or assigns, of any of the land use restrictions contained in this Article 3, or (ii) to facilitate land uses prohibited by said land use restrictions.

B. Notice of the Presence of Asbestos and Covenant

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

(2) The buildings and structures identified as Buildings 229, 230, 240, 241, 244, 246, 247, 256, 258, 260, 261, 269, 3185 and 3189 have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the EBS and referenced asbestos surveys. The Grantor has agreed to convey said buildings and structures to the Grantee prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee, its successors or assigns, will, prior to use or occupancy of said buildings or structures,

remediate such friable asbestos or demolish said buildings or structures, or the portions thereof containing friable asbestos, and dispose of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings or structures, the Grantee, its successors or assigns, specifically agree to undertake any and all notice posting, abatement or remediation that may be required under any applicable law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection.

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

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

(5) The Grantee acknowledges that it had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect or to be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the Grantor, or any adjustment under this Deed.

(6) The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against any suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after conveyance of the Property to the Grantee.

(7) **CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE.** These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds that include buildings or facilities containing ACM; and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are, therefore, enforceable by the Grantor and the State of Alabama.

C. Notice Of The Presence Of Polychlorinated Biphenyls (PCB) And Covenant

(1) The Grantee is hereby informed and does acknowledge that fluorescent light ballasts containing PCBs ("Light Ballasts") may exist on the Property to be conveyed. All Light Ballasts have been properly labeled in accordance with applicable laws and regulations in force at the time of purchase and installation to provide notification to future users, or have been removed and disposed offpost. Any PCB contamination related to such Light Ballasts have been properly remediated prior to conveyance. The Light Ballasts do not currently pose a threat to human health or the environment.

(2) Upon request, the Army agrees to furnish to the Grantee any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

(3) The Grantee covenants and agrees that its continued possession, use and management of any Light Ballasts will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and the Grantor assumes no liability for the future remediation of the Light Ballasts or damages for personal injury, illness, disability, or death to the Grantee, its successors, or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with the Light Ballasts, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

(4) CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE. These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds that transfer facilities that contain Light Ballasts; and shall run with the land transferred by said deeds; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor; and shall further the common environmental objectives of the Grantor and the State of Alabama; and are, therefore, enforceable by the Grantor and the State of Alabama.

D. Notice of the Presence of Lead-Based Paint (LBP) and Covenant Against the Use of the Property for Residential Purposes

(1) The Grantee is hereby informed and does acknowledge that all buildings and Residential Real Property on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint (LBP). "Residential Real Property" means dwelling units and associated common areas and building exterior surfaces, and any surrounding land, including outbuildings, fences, play equipment affixed to land, available for use by residents (but not including land used for agriculture, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways) and buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from LBP that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

(2) The seller of any interest in Residential Real Property is required to provide the buyer with any information on LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards. Available information concerning known LBP and/or LBP hazards at Fort McClellan, the location of LBP and/or LBP hazards, and the condition of painted surfaces

is contained in the Environmental Baseline Survey (EBS) and (for residential properties) LBP inspections and risk assessments, which have been provided to the Grantee. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention and hereby acknowledges receipt of all of the information described in this subparagraph.

(3) The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of LBP and/or LBP hazards prior to execution of this Deed.

(4) The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph (1), above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to LBP and/or LBP hazards. Prior to permitting the occupancy of Residential Real Property, the Grantee, its successors and assigns specifically agrees to perform, at their sole expense, the Grantor's abatement requirement under Title X of the Housing and Community Development Act of 1992 [Residential Lead-Based Paint Hazard Reduction Act of 1992 (hereinafter Title X)].

In complying with these requirements, the Grantee, its successors and assigns, covenant and agree to be responsible for any remediation of LBP or LBP hazards on Residential Real Property found to be necessary after the date of conveyance to the Grantee as a result of the subsequent use of the Property as Residential Real Property. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of LBP abatement activities.

(5) The Grantee, its successors and assigns, covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property, as Residential Real Property or Child-Occupied Facilities, as defined by 40 CFR 745-223, without complying with this section and all applicable federal, state and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property or a Child-Occupied Facility, the Grantee, its successors and assigns, specifically agree to perform, at its sole expense, the abatement requirements under Title X or any requirements pertaining to lead-based paint hazards in Child Occupied Facilities. A Child-Occupied Facility is considered to be a building, or portion of a building, visited regularly by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visit lasts at least 6 hours, and the combined annual visits last at least 60 hours. Child-Occupied Facilities may include, but are not limited to, day-care centers, preschools and kindergarten classrooms.

(6) The Grantee, its successors and assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (a) perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (b) comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (c) abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph (1) above, in accordance with the procedures in 24 CFR 35; (d) abate lead soil hazards in pre-1978 Residential Real Property, as defined in paragraph (1) above, in accordance with procedures in 24 CFR 35; (e) abate lead soil hazards following demolition and redevelopment of structures in areas that will be developed as Residential Real Property; (f) comply with EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (g) perform the activities described in this paragraph within 12 months of the date of the lead-based risk assessment

and prior to occupancy or use of the residential real property; and (h) send a copy of the clearance documentation to the Grantor.

(7) Following the date of conveyance of the Property to the Grantee, the Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, sublessees or to any other person, including members of the general public, arising from LBP or LBP hazards on the Property. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of LBP or LBP hazards on the Property. The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities for actions giving rise to liability under this section. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this instrument and any conveyance of the Property to the Grantee. The Grantee, its successors and assigns, assume no liability for damages for personal injury, illness, disability, death or property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to lead-based paint on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee.

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

E. Notice of the Potential Presence of Ordnance and Explosives (OE)

(1) Fort McClellan is a former military installation with a history of OE use and, therefore, there is a potential for OE to be present on the Property. Based on a review of existing records and available information, none of the land in this transfer is known to contain unexploded ordnance (UXO). In the event the GRANTEE, its successors, and/or assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the Calhoun County Sheriff's Department and competent GRANTOR or GRANTOR-designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE.

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

(3) To this end, and except in the case of emergencies, which may include the unanticipated discovery of undetonated OE, evacuations hereunder will be no longer than twelve (12) hours in duration or as otherwise agreed to between the GRANTOR and GRANTEE and will be coordinated, to the maximum extent possible, with the GRANTEE, its successors or assigns, at least ten (10) days in advance unless otherwise agreed to by the GRANTOR and GRANTEE. Except as specifically provided below, Subsections E (2) and E (3) hereof shall terminate and not restrict or effect the Property in any way following the issuance of a notification by the GRANTOR that removal actions on the adjacent property have been completed such that the exclusion zones affecting the Property are no longer required, or after the twelve month anniversary date of the execution of this Deed ("Expiration Date"), whichever occurs earlier. No further notices or amendments to this Deed will be required to perfect this termination. The GRANTOR may, prior to the Expiration Date, extend the provisions of Subsections E (2) and E (3) hereof for two successive six-month terms from the Expiration Date. Said extension must be evidenced by an executed extension notice from the GRANTOR, which notice must be properly recorded in the real estate records of Calhoun County, Alabama.

(4) These restrictions and covenants are binding on the GRANTEE, its successors and assigns; and shall run with the land; are forever enforceable, except that Subsections E (2) and E (3) may be terminated as provided herein; shall benefit the public in general and the territory surrounding the Property, including lands retained by the United States; and shall further the common environmental objectives of the United States and the State of Alabama; and are, therefore, enforceable by the United States Government and the State of Alabama.

F. Notice Of The Presence Of Endangered Species And Covenant

(1) Gray bats (*Myotis grisescens*) are known to forage near Cane Creek and its tributary, South Branch, and are known to roost in caves and under bridges in the vicinity. Areas within the Transferred Premises that are adjacent to the South Branch of Cane Creek have been identified as suitable gray bat foraging habitat (Exhibits B and B-1). Gray bats are listed as endangered by the U.S. Fish and Wildlife Service (FWS) and are afforded Federal protection under the Endangered Species Act (ESA) of 1973, as amended. Section 9 of the ESA prohibits private landowners from "taking" (harm, harass, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) endangered species, 16 U.S.C. §1538.

Gray bats are known to use man-made structures in the vicinity of the Property adjacent to Cane Creek and Remount Creek. Prior to removing or altering the structure of a bridge, abandoned building, or cistern, the structure should be checked for the presence of gray bats. The FWS will be contacted if bats are found to be present.

Trees along Cane Creek and Remount Creek with high or moderate quality foraging habitat on the Property provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet of these streams is necessary, the FWS should be consulted prior to cutting.

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

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

(2) CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE.

These restrictions and covenants are binding on the Grantee, its successors and assigns, shall be included in subsequent deeds for those portions of the Property that are adjacent to Cane Creek and Remount Creek and their tributaries as identified on the map attached hereto as Exhibits B-1 and B-2; 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.

G. Notice of Groundwater Monitoring Wells

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

2. Promptly upon the determination by the Grantor that a well is no longer necessary for remedial action or monitoring, the Grantor will close such well at the Grantor's sole cost and expense in accordance with applicable laws, regulations, and ordinances. Furthermore, the Grantor agrees to make reasonable efforts, at no significant additional cost to the Grantor, to close or relocate such wells so as not to impede the redevelopment efforts of the Grantee, its successors, assigns and tenants.

H. Notice of Groundwater Restrictions due to Low Level pesticides on Parcel 7

1. Restrictions and Conditions

The Grantee, its successors and assigns, covenant not to access or use groundwater underlying Parcel 7 for any purpose, unless proper safety and disposal measures as approved by ADEM are implemented by the Grantee. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA. The Grantee, for itself, its successors or assigned covenant that it will not undertake nor allow any activity on or use of the property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns: shall run with the land: and are forever enforceable.

2. Enforcement

The restrictions and conditions stated in Section 1 above benefit the public in general, and, therefore, are enforceable by the United States government and the Alabama Department of Environmental Management. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in Section B in all subsequent lease, transfer or conveyance documents relating to the property subject hereto.

3. Army Access

The Army and its representatives shall, for all time, have access to the property for the purpose of installing and/or removing groundwater monitoring wells, and to perform continued monitoring of groundwater conditions, allowing chemical and/or physical testing of wells to evaluate water quality

and/or aquifer characteristics. The property owner shall allow ingress and egress of all equipment necessary to accomplish the same.

4. NO LIABILITY FOR NON-ARMY CONTAMINATION:

The U.S. Army shall not incur liability for response action or corrective action found to be necessary after the date of transfer, in any case, in which the person or entity to whom the property is transferred, or other non-Army entities is identified as the party responsible for contamination of the property.

5. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities conducted on the Property because of race, color, religion, sex, age, handicap or national origin.

6. INDEMNIFICATION

In conveying the Property, the Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee as provided for in Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under the law.

7. ANTI-DEFICIENCY ACT

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

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Secretary of the Army and the Seal of the Department of the Army to be hereunto affixed this 12th day of September, 2003.



UNITED STATES OF AMERICA

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

Signed, Sealed and Delivered

In the presence of:

Witness: Betsy B. Michalski

Witness: Beverly Rosenbush

COMMONWEALTH OF VIRGINIA)

) SS:

COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November, 2006, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Deputy Assistant Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 12th, September, 2003, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Jaren A. Cooper
Notary Public



The terms and conditions of this Quitclaim Deed No.12 are hereby accepted this 17TH day of SEPTEMBER, 2003. I, JAMES A. DUNN, hereby certify that holding the position of CHAIRMAN, in the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority, have the authority to execute this instrument on their behalf, and that my signature, as it appears below, is authentic.

**ANNISTON-CALHOUN COUNTY
FORT McCLELLAN DEVELOPMENT
JOINT POWERS AUTHORITY**

By: James A. Dunn
Title: J.P.A. CHAIRMAN
Date: September 17, 2003

In the presence of:

Witness: [Signature]
Witness: [Signature]

STATE OF ALABAMA)
)SS:
COUNTY OF CALHOUN)

I, the undersigned, a Notary Public in and for the State of Alabama, County of Calhoun whose commission as such expires on the 31st day of July, 2005, do hereby certify that this day personally appeared before me in the State of Alabama, County of Calhoun, James A. Dunn, Chairman, Anniston-Calhoun County Fort McClellan Development Joint Powers Authority, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, date this 17th day of Sept., 2003, and acknowledged the same for and on behalf of the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority.

Janice S. Howard
Notary Public


PROGRAMMATIC AGREEMENT

among

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

for the

Closure and Disposal of FORT MCCLELLAN, ALABAMA

1998

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

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

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

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

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

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

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

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

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

I. Identification and Evaluation

A. Archeological Inventory

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

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

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

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

B. Inventory of Historic Structures

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

II. Caretaker Maintenance of Historic Properties

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

III. Licenses and Leases

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

IV. Disposal of Fort McClellan Properties

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

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

B. Assignments to Other Federal Agencies

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

C. Public Benefit Conveyances to Non-Federal Recipients

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

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

D. Economic Development Conveyances to LRA

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

E. Competitive Sales

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

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

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

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

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

F. Negotiated Sales

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

G. Covenant Modification to Facilitate Transfer

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

V. Environmental Remediation

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

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

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

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

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

VI. Anti-Deficiency Act

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

VII. Status Reports

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

VIII. Dispute Resolution

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

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

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

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

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

IX. Amendments

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

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

X. Termination of Agreement

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

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

DEPARTMENT OF THE ARMY

By:  Date: *7 Aug 98*
CHARLES W. THOMAS
Major General, U.S. Army
Chief of Staff
U.S. Army Training and Doctrine Command

ALABAMA STATE HISTORIC PRESERVATION OFFICER

By:  Date: *July 8, 1998*
ELIZABETH ANN BROWN
Deputy Alabama State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: *6/12/98*
John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Concur:

Date:

ROBERT H. RICHARDSON
Executive Director
Fort McClellan Development Commission

ATTACHMENT A

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

Post Headquarters District, Fort McClellan, Alabama

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

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

Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
188	1936	Con	Garage	Commissioned Officers' Housing	634-140
189	1936	Con	Garage	Commissioned Officers' Housing	634-140
190	1936	Con	Garage	Commissioned Officers' Housing	634-140
51	1936	Con	Bachelor Officers' Quarters	Commissioned Officers' Housing	6119-600 to 620
81	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
82	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
83	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
84	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
85	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
86	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
87	1930	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-581
88	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
89	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
90	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
102	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
103	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
104	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
105	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595

Post Headquarters District, Fort McClellan, Alabama
(continued)

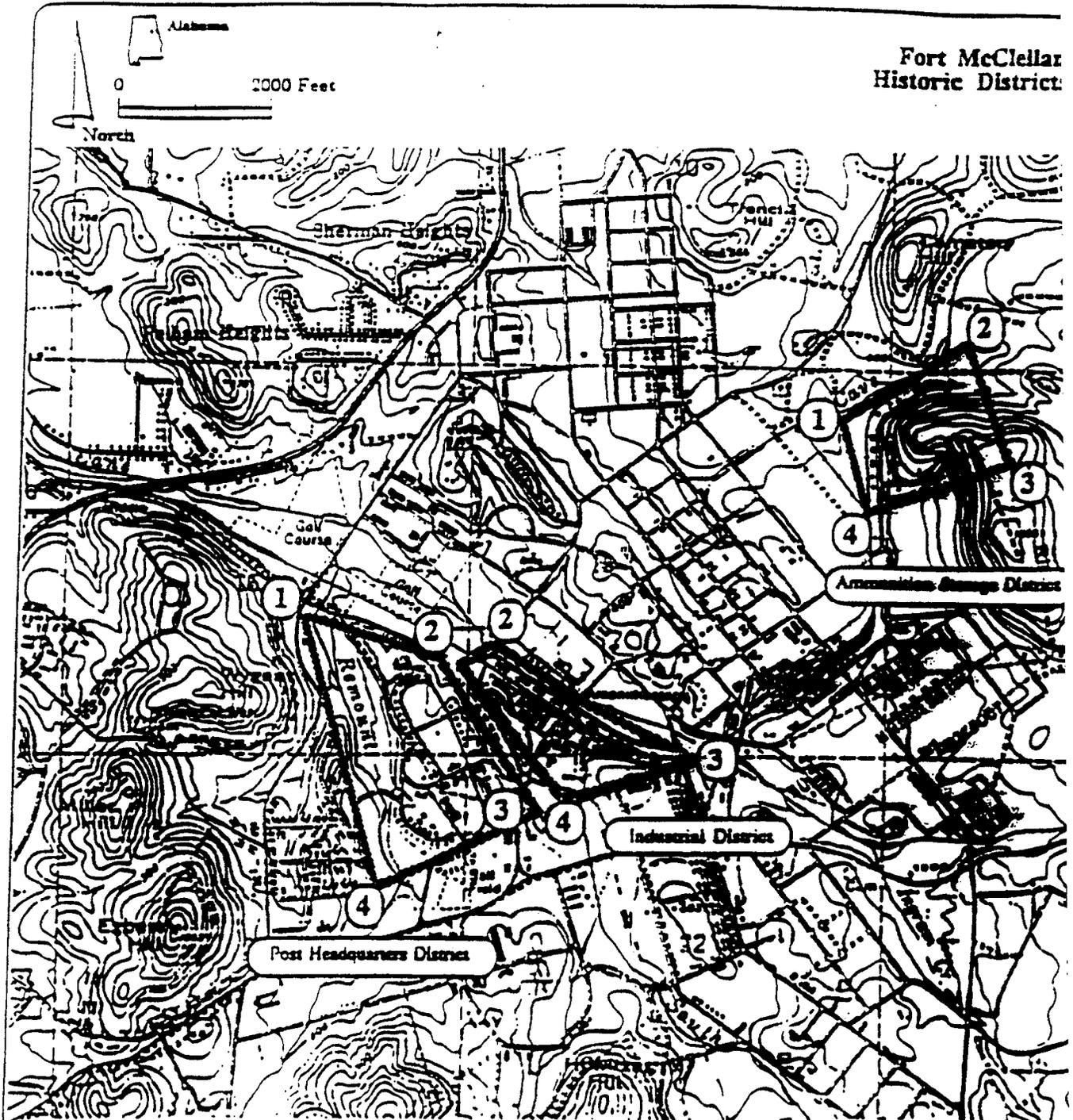
Structure Number	Constr. Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
106	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
107	1936	Con	NCO quarters	Non-Commissioned Officers' (NCO) Housing	625-3585-3595
196	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
197	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
198	1936	Con	Garage	Non-Commissioned Officers' (NCO) Housing	634-140
61	1934	Con	Post Headquarters	Administration	6119-109 and 6119-530 to 538
67	1936	Con	Silver Chapel	Administration	6119-689 to 697
63	1931	Con	Provost Marshal Administration Building	Administration	6119-429 to 447
65	1936	Con	Administration General Purpose Building	Administration	6119-800-809
141 A, B, C	1937	Con	Enlisted Men's Barracks (Stanley Barracks)	The Quadrangle Grouping	6119-700-748
142	1930	Con	Enlisted Men's Barracks (Frederic Barracks)	The Quadrangle Grouping	621-297-725
144	1930	Con	Automatic Data Processing	The Quadrangle Grouping	621-297-725
143	1930	Con	Enlisted Men's Barracks (Wikoff Barrack)	The Quadrangle Grouping	621-297-725
161	1936	Con	Theater (Hutchinson Hall)	na	6119-630-654
162	1936	Con	Administration Building (Koehler Hall)	na	6119-630-654
163	1936	Con	Administration General Purpose (Schou Hall)	na	6119-630-654
69	1936	Con	Fire Station Building	na	634-330-343
170	1937	Con	Band Stand	na	NA
184	1932	Non	Vehicle Registration Building	misc.	NA
66	1941	Non	Child Support Service Center	misc.	NA
21-30	1957	Non	Housing	na	NA
54	1958	Non	Bath House	na	NA
56	1958	Non	Outdoor Swimming Pool Building	na	NA

Industrial District, Fort McClellan, Alabama

Structure Number	Construction Date	Contrib/ Non Con	Structure Name	District Subdivision	QM plan
241	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241A	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
241B	1937	Con	Administration/Warehouse Building	Admin. Bldgs.	6119-760 to 782 and 6119-140 to 146
234	1936	Con	Vehicle Maintenance Building	Motor Pool Bldgs.	634-350 to 355
237	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	677-120 to 125
238	1936	Con	Vehicle Storage Building	Motor Pool Bldgs.	676-135 and 677-121 to 124
240	1936	Con	Administration Building	Motor Pool Bldgs.	676-130
242	1936	Con	General Storehouse	Motor Pool Bldgs.	676-112A
243	1932	Con	Storage Building	Motor Pool Bldgs.	6119-507
244	1934	Con	Storage Bldg/Technical Shop	Motor Pool Bldgs.	6119-510
216	1936	Non	Railroad Coal Trestle	na	6119-580
228	1936	Con	Electrical Maintenance Shop	Warehouse District	420-155-160
229	1937	Con	Clothing (Military Sales) Building	Warehouse District	6119-140 to 146
230	1937	Con	Clothing (Military) Sales Building	Warehouse District	6119-155 to 158
236	1932	Con	Technical Maintenance Shop	Warehouse District	6119-500
246	1941	Con	Cold Storage Building	Warehouse District	?
247	1934	Con	Warehouse/Laundry Building	Warehouse District	422-111
252	1936	Con	Communications Center Building	Warehouse District	633-143

Magazines (Ammunition Storage) District, Fort McClellan, Alabama

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



Fort McClellan Historic District
UTM References, General Location

Post Headquarters District

UTM References:

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

Industrial District

UTM References:

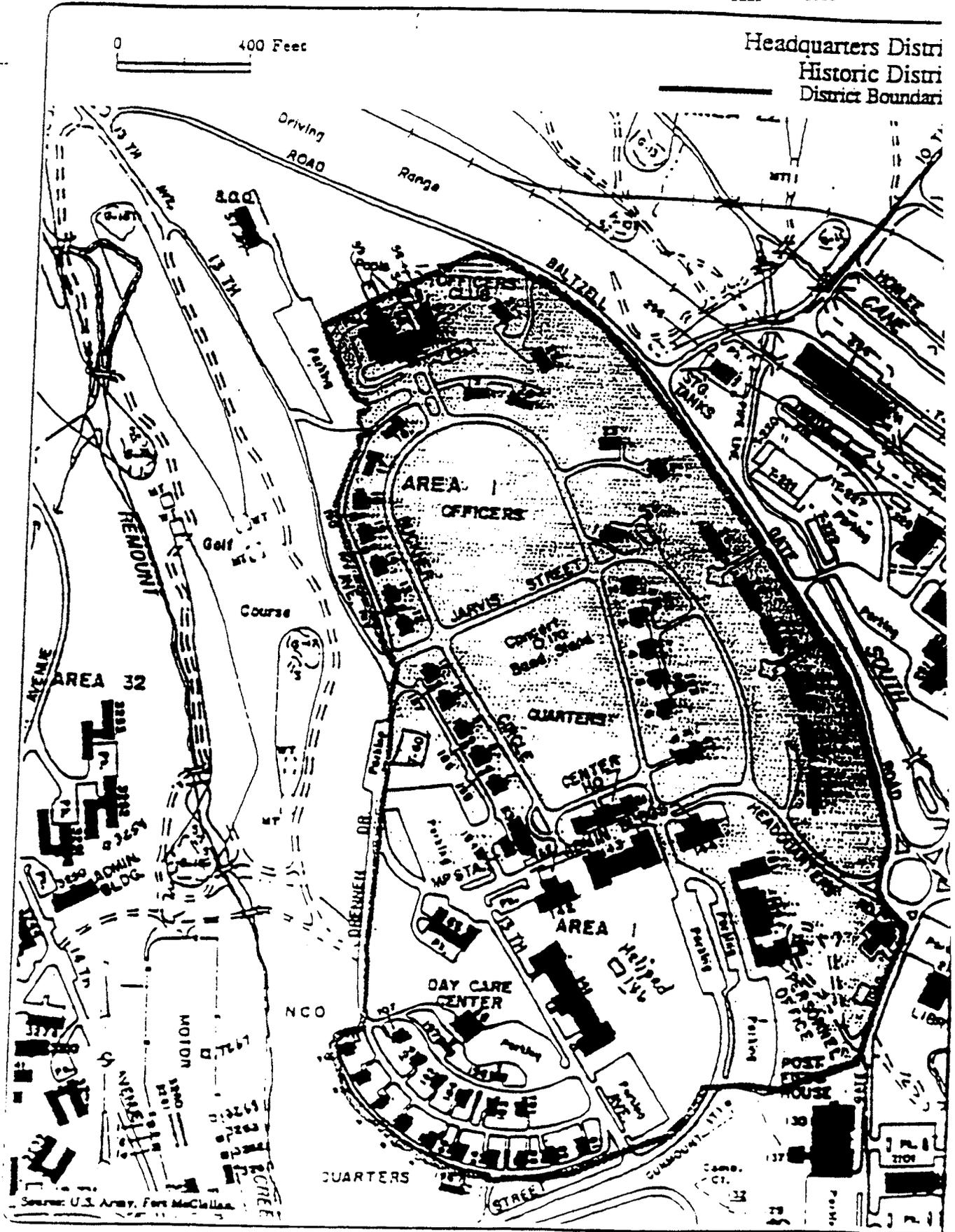
- 1 - 16/611630/3731580
- 2 - 16/611740/3731640
- 3 - 16/612560/3731180
- 4 - 16/612080/3731020

Ammunition Storage District

UTM References:

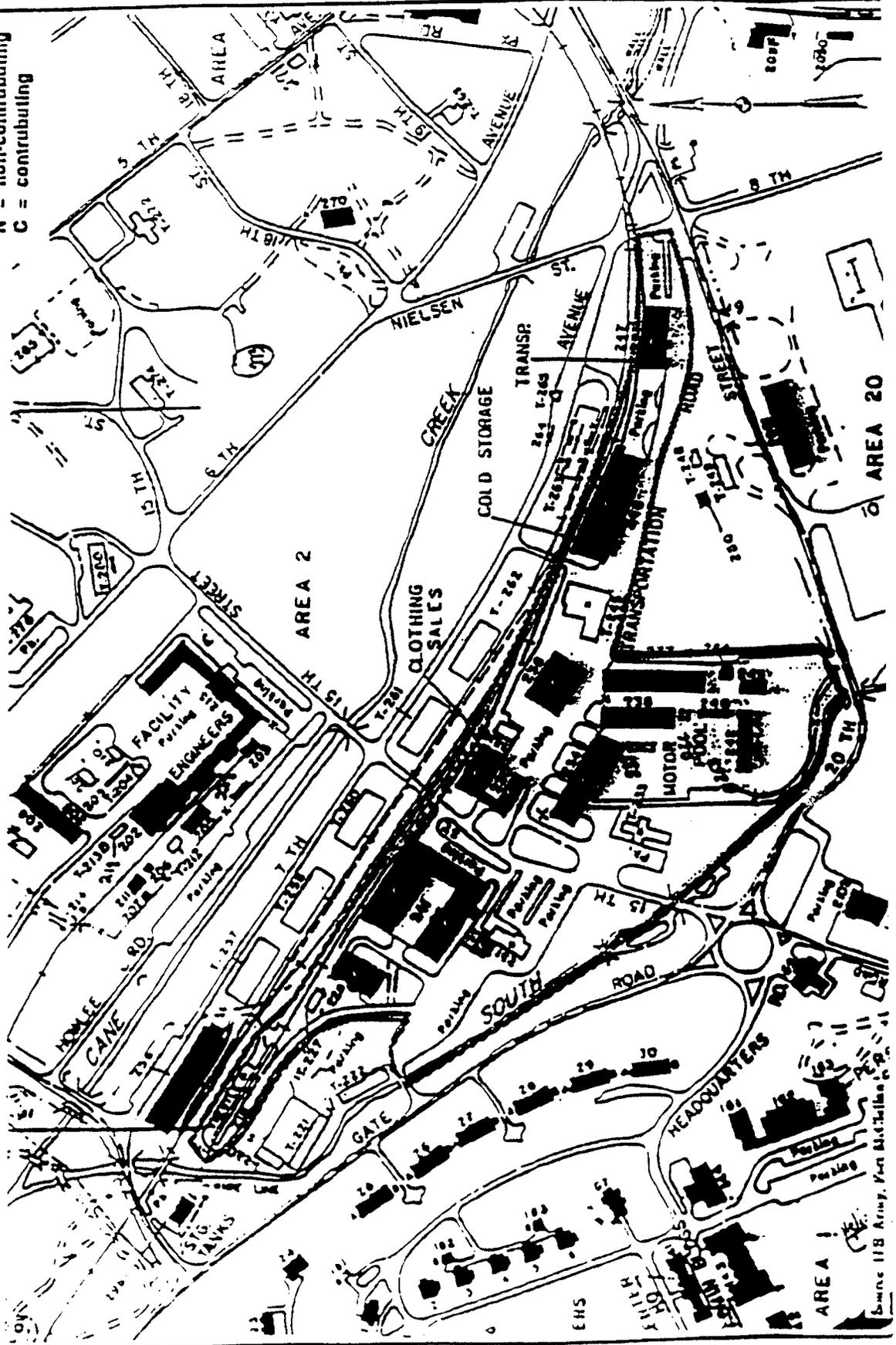
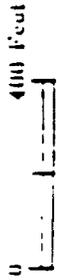
- 1 - 16/613080/3732580
- 2 - 16/613560/3732470
- 3 - 16/613760/3732470
- 4 - 16/613190/3732220

Source: USGS Quadrangle: ANNISTON, ALA., 356 (Photorevised 1971)



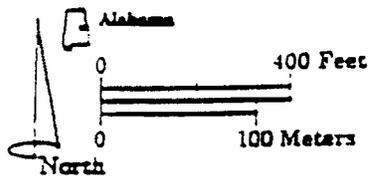
Industrial District
Historic District
District Boundaries

N = non-contributing
C = contributing

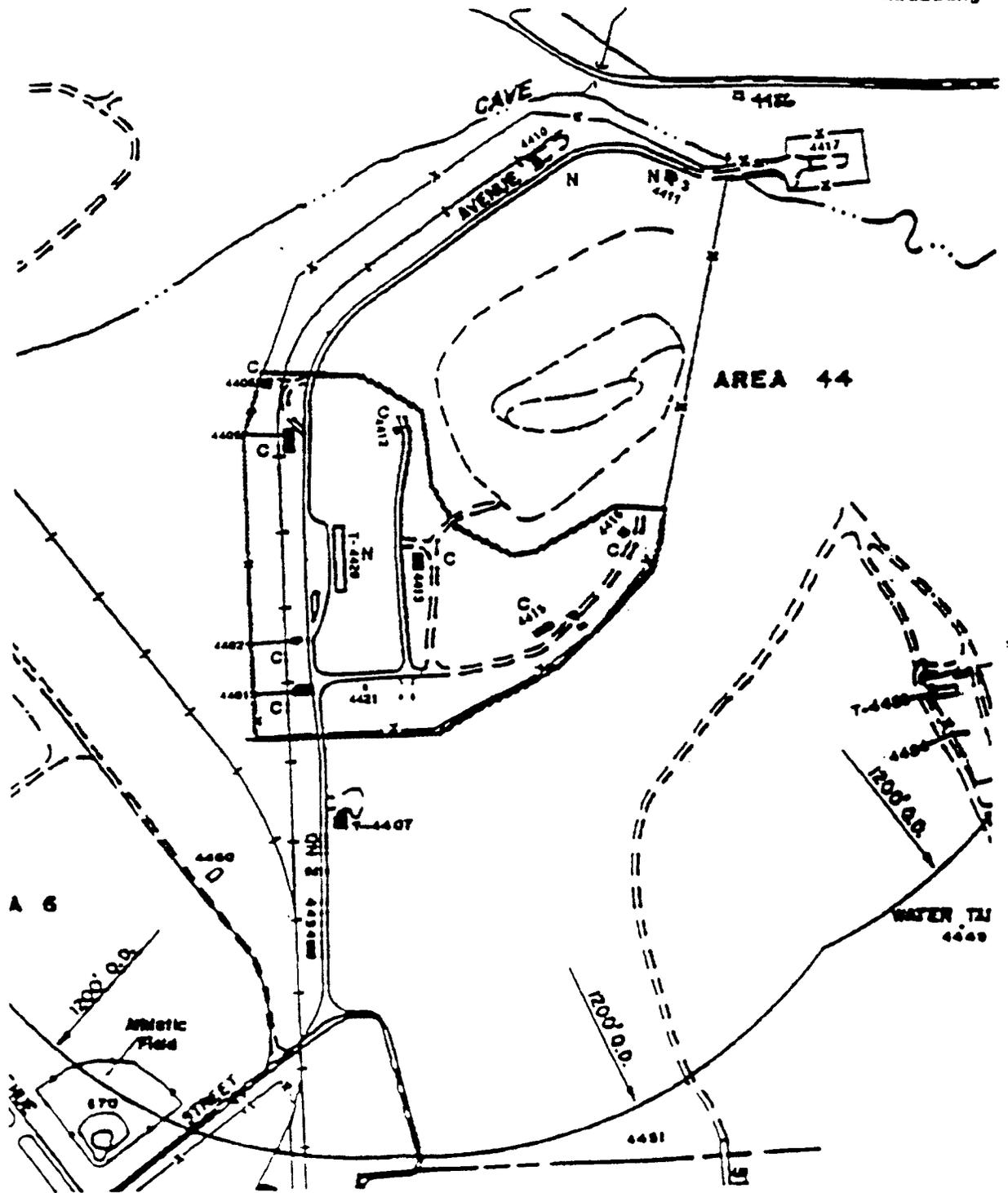


Source: IIS Army, Van Matilla, p. 2

Ammunition Storage Historic District District Boundaries



N = non-contributing
C = contributing



Source: U.S. Army, Fort McClellan.

ATTACHMENT B

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

- Holstein, H. O., and K. Little
1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.
- Holstein, H. O., and K. Little
1985a "An Archaeological Pedestrian Survey of Portions of Northeast Alabama." Archaeological Resource Laboratory, Jacksonville State University, Jacksonville Alabama.
- Holstein, H.O.
1988 "An Archaeological Pedestrian Survey of the Proposed Fort McClellan Museum Consolidation Project, Calhoun County, Alabama." Jacksonville Statue University.
- Holstein, H.O. and K. Little
1982 "The Validity Test of the 1980 McEachern Archaeological Predictive Model of Fort McClellan, Alabama." Jacksonville State University
- Holstein, H.O., and C.E. Hill
1993 "Resources on Pelham Range, Fort McClellan, Alabama." Jacksonville State University.
- Holstein, Harry O., Curtis E. Hill, and Keith J. Little
1995 "Archaeological Investigations of Stone Mounds on the Fort McClellan Military Reservation, Calhoun County, Alabama (Jan 1995, Legacy)." Archaeological Resource Laboratory, Jacksonville State University.
- Joseph, J. W. and Mary Beth Reed
1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama". New South Associates.
- Joseph, J. W., Mary Beth Reed, Charles E. Cantley, G. Ishmael Williams
1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.
- Kelley, B.
1967 "Fort McClellan Traditions Live in Buildings and Landmarks." (report on file) Information Office, Headquarters Division, Fort McClellan, Alabama.
- Kirkland, A.
1984 "Survey Report of Site Number Ca32, Morgan Mountain (located in Calhoun Co., Alabama." (ms. on file) Environmental Management Division, Directorate of Engineering and Housing, Fort McClellan, Alabama.

- McEachern, M. and N. Boice
 1976 "Archaeological Reconnaissance of Fort McClellan, Alabama," University of Alabama.
- McEachern, M., N. Boice, D. C. Hurst and C.R. Nance
 1980 "Statistical Evaluation and Predictive Study of the Cultural Resources at Fort McClellan, Alabama." University of Alabama, Birmingham.
- McEachern, M and N. Boice
 1976 "Archaeological Reconnaissance of Fort McClellan, Alabama." University of Alabama, Birmingham.
- Moorehead, C.W.
 1991 "Cultural Resource Survey of Fifteen Acres at Fort McClellan, Alabama." Mobile District, U.S. Army Corps of Engineers.
- Pyburn, Jack and Denise Messick
 1994 "Interim Maintenance Plan for Repairs and Maintenance to Historic Structures and Their Surrounding Environment, Fort McClellan, Anniston, Alabama." New South Associates.
- Reed, M.B.
 1994 "Inventory and Evaluation of Seventeen Buildings, Fort McClellan, Alabama." New South Associates.
- Reed, M.B., C.E. Cantley, G.I. Williams, and J.W. Joseph
 1992 "Fort McClellan: A Cultural Resources Overview." New South Associates.
- Reed, M.B., W.R. Henry, and J. W. Joseph
 1993 "The Military Showplace of the South, Fort McClellan, Alabama, A Historic Building Inventory." New South Associates.
- Robison, N. and J. Nielson
 1984 "An Examination of Sites 1Ca62, 1Ca88, and 1CA111 for National Register Significance, Fort McClellan, Calhoun County, Alabama." Mobile District, U.S. Army Corps of Engineers.
- Westervelt, J., M. O'Shea, J. Krzyzak, T. Oduwolle, M. Shapiro and W. Goran
 1984 "Characterization of Landscape Related Features for Archaeological and Historical Sites Occurring at Fort McClellan, Alabama." Construction Engineering Research Laboratories, U.S. Army Corps of Engineers.

ATTACHMENT C

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

Building/Structure Lease (or License) Language

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

Archeological Property(ies) Lease (License) Language

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

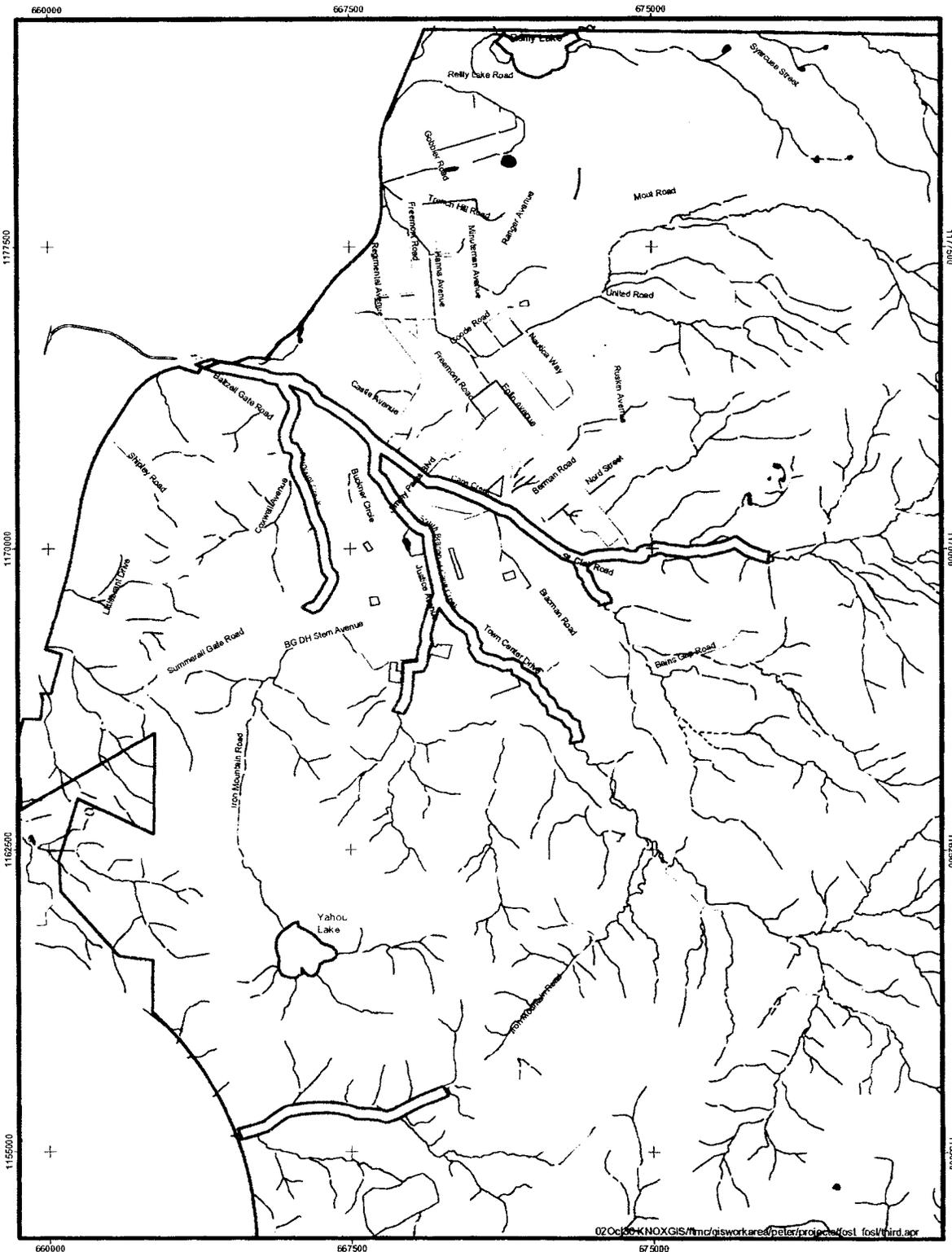
7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of any archeological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

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

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

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

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



02Oct06 KNOXGIS/tnmcr/isworkarea/peter/proposal/lost_fost/3rd.apr

- Roads
- Creeks
- Boundary
- Lakes
- Offsite
- ▨ Moderate Quality Grey Bat Foraging Habitat
- ▭ Property to be Transferred

Figure 4 Finding of Suitability to Transfer Endangered Species, SUPERFOST No. 3

0 2000 4000

State Plane feet, NAD83

August 2002



Fort McClellan



US Army Corps of Engineers
Mobile District
Fort McClellan
Calhoun County, Alabama
Contract No. DACA21-96-D-0018 Environmental Office

QUIT CLAIM DEED BETWEEN ARMY AND CITY OF ANNISTON

V04-01
24 Feb 2004

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

STATE OF ALABAMA)

COUNTY OF CALHOUN)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to the delegation of authority from the SECRETARY OF THE ARMY (the "ARMY"), under and pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), and the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 as amended, and the City of Anniston, Alabama (the "GRANTEE").

WITNESSETH:

WHEREAS, 41 CFR 101-47.308-9 (Property for Correctional Facility, Law Enforcement, or Emergency Management Response Purposes) identifies the Federal Emergency Management Agency as the approval agency for conveyance, without monetary consideration to a State or political subdivision surplus real and related personal property for emergency management response purposes, including fire and rescue services, and

WHEREAS, by letter dated November 30, 1999 the Federal Emergency Management Agency approved the conveyance of the Fire Station Warehouse (Building 228) consisting of approximately .55 acres together with an easement consisting of .14 acres at Ft. McClellan, Alabama to the City of Anniston, Calhoun County, Alabama.

NOW, THEREFORE, the Grantor, for and in consideration of the use of the premises for emergency management response purposes, including fire and rescue services, does by these presents REMISE, RELEASE, and forever QUITCLAIM unto the Grantee and its assigns, all of its right, title, and interest in and to all the following described real property, situated in Calhoun County, Alabama, to wit:

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

Commence at a brass disk found at the Northwest corner of Section 10, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama; thence run South 01°11'41" East, along the west line of said Section, for a distance of 2653.78 feet to an axle found at the purported Northwest corner of the Southwest Quarter of said Section 10; thence continue South 01° 11' 41" East, along said west line, for a distance of 6775.26 feet; thence run North 88° 48' 19" East for a distance of 522.20 feet; thence run South 01° 11' 41" East for a distance of 270.59 feet to the POINT OF BEGINNING; thence run South

57° 17' 06" East for a distance of 159.68 feet; thence run South 33° 58' 30" West for a distance of 123.00 feet; thence run North 87° 27' 22" West for a distance of 115.00 feet; thence run North 59° 24' 50" West for a distance of 11.00 feet; thence run North 02° 30' 00" West for a distance of 81.00 feet; thence run North 32° 47' 20" East for a distance of 115.00 feet to the **POINT OF BEGINNING**; said described tract containing 24,163 Square Feet (0.55 Acres) more or less. ALSO,

INGRESS / EGRESS EASEMENT

A 30.00 foot strip of land for Ingress / Egress, being situated in the Southwest Quarter of Section 15, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, and lying 15.00 feet to each side of the following described line:

Commence at the Point of Beginning of the above described tract; thence run South 32° 47' 20" West for a distance of 115.00 feet; thence run South 02° 30' 00" East for a distance of 19.22 feet to the **POINT OF BEGINNING**; thence run South 59° 09' 29" West for a distance of 313.09 feet to the centerline of Baltzell Gate Road and the end of this line.

SUBJECT, HOWEVER to all existing easements for established lines and access routes for roadways and utilities located on the premises.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

1. COVENANT AND AGREEMENT

The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, forever, as follows:

- A. This Property shall be used and maintained for the public purposes for which it was conveyed in perpetuity, and in the event the Property ceases to be used or maintained for that purpose, all or any portion of the Property shall, at the option of the Grantor, revert to the United States.
- B. The Property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Grantor agrees (in writing) can assure the continued use and maintenance of the property for emergency management response purposes, including fire and rescue services subject to the same terms and conditions in this original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related emergency management response purposes including fire and rescue services compatible with the approved application, through agreements entered into with third parties, provided prior concurrence (in writing) to such agreements is obtained from the Grantor or his authorized representative.

C. In the event of sale, lease, or transfer to another eligible governmental agency, all of the provisions of this deed including the environmental protection provisions shall be contained in such sale, lease, or transfer documents.

2. ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications are included in this deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at Fort McClellan.

A. NO LIABILITY FOR NON-ARMY CONTAMINATION:

The U.S. Army shall not incur liability for response action or corrective action found to be necessary after the date of transfer, in any case, in which the person or entity to whom the property is transferred, or other non-Army entities is identified as the party responsible for contamination of the Property.

B. NOTICE OF THE PRESENCE OF ASBESTOS-CONTAINING MATERIALS (ACM) AND COVENANT:

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

(2) Building 228 has been determined to contain friable and non-friable asbestos that may pose a threat to human health. Detailed information is contained in the EBS and referenced asbestos surveys. The Grantor has agreed to convey said buildings and structures to the Grantee prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee, its successors or assigns, will, prior to use or occupancy of said buildings or structures, remediate such friable asbestos or demolish said buildings or structures, or the portions thereof containing friable asbestos, and dispose of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings or structures, the Grantee, its successors or assigns, specifically agree to undertake any and all notice posting, abatement or remediation that may be required under any law or regulation. The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection.

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

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

(5) The Grantee acknowledges that it had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect or to be fully informed as to the asbestos condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the Grantor, or any adjustment under this Deed.

(6) The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against any suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after conveyance of the Property to the Grantee.

C. NOTICE OF THE POTENTIAL FOR PRESENCE OF POLYCHLORINATED BIPHENYLS (PCBs) AND COVENANT:

(1) The Grantee is hereby informed and does acknowledge that equipment containing PCBs may exist on the Property to be conveyed, and is described as follows: fluorescent light ballast ("Light Ballast"). All Light Ballast has been properly labeled in accordance with applicable laws and regulations in force at the time of purchase and installation to provide notification to future users, or has been removed and disposed of off post. Any PCB contamination or spills related to such Light Ballast has been properly remediated prior to conveyance. The Light Ballast does not currently pose a threat to human health or the environment.

(2) The Grantee covenants and agrees that its continued possession, use and management of any Light Ballast will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and the Grantor assumes no liability for the future remediation of the Light Ballast or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or leading to contact of any kind whatsoever with the Light Ballast, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

D. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES:

(1) The Grantee is hereby informed and does acknowledge that all buildings and Residential Real Property on the Property 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, and play equipment affixed to land, available for use by residents (but not including land use for agriculture, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways) and buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was

built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damages, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

(2) The seller of any interest in Residential Real Property is required to provide the buyer with any information on the LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards. Available information concerning known lead-based paint and/or lead-based paint hazards at Fort McClellan, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the EBS and (for residential properties) LBP inspections and risk assessment, which has been provided to the Grantee. The Grantee has also been provided with the federally approved pamphlet on lead poisoning prevention and hereby acknowledges receipt of all of the information described in this subparagraph.

(3) The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

(4) The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph D(1), above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, the Grantee, its successor and assigns specifically agree to perform, at their sole expense, the Grantor's abatement requirements under Title X of the Housing and Community Development Act of 1992 [(Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X)].

In complying with these requirements, the Grantee, its successor and assigns, covenant and agree to be responsible for any remediation of lead-based paint or lead-based paint hazards on Residential Real Property found to be necessary after the date of conveyance to the Grantee as a result of the subsequent use of the Property as Residential Real Property. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

(5) The Grantee, its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on the Property, as Residential Real Property or Child-Occupied Facilities, as defined by 40 CFR 745-223, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Residential Real Property or a Child-Occupied Facility, the Grantee, its successor and assigns, specifically agree to perform, at its sole expense, the abatement requirements under Title X or any other requirements pertaining to lead-based paint hazards in Child-Occupied Facilities. A Child-Occupied Facility is considered to be a building, or portion of a building, visited regularly by the same child, 6 years of age or under, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visit lasts at least 6 hours, and the combined annual visits last at least 60 hours. Child-Occupied Facilities may include, but are not limited to, day-care centers, preschools and kindergarten classrooms.

(6) The Grantee, its successors and assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint Department of Housing and

Urban (HUD) Development and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, as defined in paragraph A above, in accordance with the procedures in 24 CFR 35; (4) Abate lead soil hazards in pre-1978 Residential Real Property, as defined in paragraph A above, in accordance with the procedures in 24 CFR 35; (5) Abate lead soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Grantor.

(7) The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, sublessees or to any other person, including members of the general public, arising from lead-based paint or lead-based paint hazards on the Property. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property. The Grantee's obligation hereunder shall apply whenever the Grantor incurs costs or liabilities for actions giving rise to liability under this section. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this instrument and any conveyance of the Property to the Grantee. The covenants, restrictions, and requirements of this section shall be binding upon the Grantee, its successors and assigns, and all future owners and shall be deemed to run with the land. Accordingly, the Grantee, its successors and assigns, covenant that they will include and make legally binding, this section in all subsequent transfers, leases, or conveyance documents. The Grantee, its successors and assigns, assume no liability for damages for personal injury, illness, disability, death or property damage, or indemnification obligations hereunder, arising from any exposure or failure to comply with any legal requirements applicable to lead-based paint on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee.

E. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES AND COVENANT TO REMOVE ORDNANCE AND EXPLOSIVES:

Fort McClellan is a former military installation with a history of ordnance and explosives (OE) use and, therefore, there is a potential for OE to be present on the Property. Based on a review of existing records and available information, none of the [buildings or] land proposed for transfer is known to contain unexploded ordnance (UXO). In the event the Grantee, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the Calhoun County Sheriff's Department and competent Grantor or Grantor designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Grantee.

F. NOTICE OF THE PRESENCE OF ENDANGERED SPECIES AND COVENANT:

(1) Gray bats (*Myotis grisescens*) are known to forage near Cane Creek and its tributary South Branch and are known to roost in caves and under bridges in the vicinity. Areas within the Transferred Premises that are adjacent to Cane Creek and its tributary South Branch have been identified as suitable gray bat foraging habitat. Gray bats are listed as endangered by the U. S. Fish and Wildlife Service (FWS) and are afforded Federal protection under the Endangered Species Act (ESA) of 1973, as amended. Section 9 of the ESA prohibits private landowners from "taking" (harm, harass, pursue, hunt,

shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) endangered species.

(2) The following measures will limit potential take of gray bats on the Transferred Premises. Failure to follow these measures could subject the violator to criminal sanctions of the ESA:

a. Gray bats are known to use man-made structures in the vicinity of the Property. Prior to removing or altering the structure of a bridge, abandoned buildings, or cistern, the structure should be checked for the presence of gray bats. The FWS will be contacted if bats are found to be present.

b. Trees along Cane Creek and its tributary South Branch with moderate quality foraging habitat on the Transferred Premises provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet of this stream is necessary, the FWS should be consulted prior to cutting.

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

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

G. NOTICE OF HISTORIC PROPERTY AND PRESERVATION COVENANT

(1) The Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer (SHPO) to preserve and maintain Building 228 in the Industrial District, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U. S. Department of the Interior, National Park Service 1992), in order to preserve and enhance those qualities that make the building eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. In addition, any design review guidelines established by a Preservation Commission with appropriate authority will be followed. If the Grantee desires to deviate from these maintenance standards, the Grantee will notify and consult with the Alabama State Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.

(2) The Grantee will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the building "Demolition or interior retrofit of noncontributing buildings and structures can be undertaken after thirty (30) days of written notice to the Alabama State Historical Preservation Officer without further consultation."

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

- a. That the Grantee may proceed with the proposed undertaking without further consultation; or
- b. That the Grantee must initiate and complete consultation with the Alabama State Historic Preservation Office before it can proceed with the proposed undertaking.

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

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

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

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

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

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

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

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

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

H. NOTICE OF GROUND WATER RESTRICTION DUE TO LOW LEVEL PESTICIDES:

1. Restrictions and Conditions

The Grantee covenants for itself, its successors, and assigns not to access or use groundwater underlying for any purpose, the Property having been remediated only for commercial and industrial use. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA. The Grantee, for itself, its successors or assigned covenant that it will not undertake nor allow any activity on or use of the property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns, shall run with the land, and are forever enforceable.

2. Enforcement

The restrictions and conditions stated in 2(H)(1) above benefit the public in general, and, therefore, are enforceable by the United States government and the Alabama Department of Environmental Management. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in Section 1 in all subsequent lease, transfer or conveyance documents relating to the property subject hereto.

3. Army Access

The Army and its representatives shall, for all time, have access to the Property for the purpose of installing and/or removing groundwater monitoring wells, and to perform continued monitoring of groundwater conditions, allowing chemical and/or physical testing of wells to evaluate water quality and/or aquifer characteristics. The Property owner shall allow ingress and egress of all equipment necessary to accomplish the same.

3. CERCLA NOTICE AND COVENANTS

A. Notice. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act as amended, 42 U.S.C. Section 9620 (h)(3), ("CERCLA") and in the Finding of Suitability to Transfer (FOST), dated June 2003, the Grantor hereby notifies the Grantee, its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

B. Covenants

(1) The Grantor hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property.

(2) The Grantor hereby covenants that all corrective, remedial, and response actions necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property after the date of transfer shall be conducted by the Grantor.

(3) The above referenced covenants shall not apply to the extent such remedial actions are caused by activities of the Grantee, its successors, assigns, transferees, sublessees, tenants or licensees.

4. ACCESS RIGHTS AND EASEMENT

The Grantor hereby reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of this conveyance at such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property. In exercising this access easement, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in the remediation of the Property or the adjacent property, as the case may be, except for emergency situations or an imminent threat to human health and the environment, (in which case the Army shall give such notice as is reasonably practicable under the circumstances) and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property by the Grantee, its successors and assigns. Furthermore, any such actions undertaken by the Grantor pursuant to this Section will, to the maximum extent practicable, be coordinated with a representative of the Grantee, its successors and assigns. Grantee agrees that, notwithstanding any other provisions of the Deed, the Grantor assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the property interfere with the use of the Property. The Grantee shall not through construction or operation/maintenance activities interfere with any remediation or response action conducted by the Grantor under this Section. The Grantee, the then record owner, and any other person, shall have no claim against the Grantor or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

5. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities conducted on the Property because of race, color, religion, sex, age, handicap or national origin.

6. INDEMNIFICATION

In conveying the Property, the Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee as provided for in Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under the law.

7. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, 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. Section 1341).

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Secretary of the Army and the Seal of the Department of the Army to be hereunto affixed this 24th day of February 2004.

UNITED STATES OF AMERICA

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

Signed, Sealed and Delivered

In the presence of:

Witness: [Signature]

Witness: Rachel Oborkovitch

COMMON WEALTH OF VIRGINIA)
) SS:
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of November, 2006, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Deputy Assistant Secretary of the Army, whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 24th day of February, 2004, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Yvonne A. Cooper
Notary Public

Janice Dempsey
Notary Public

**STATUTORY WARRANTY DEED BETWEEN MDA AND
A.W. GROUP, LLC**

STATE OF ALABAMA
CALHOUN COUNTY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS -

In consideration of Ten Dollars (\$10.00), and other good and valuable consideration, paid to the ANNISTON-CALHOUN COUNTY FORT MCCLELLAN DEVELOPMENT JOINT POWERS AUTHORITY, an unincorporated nonprofit association organized under the laws of the State of Alabama, the Grantor herein, by A W GROUP, LLC, the Grantee herein, the receipt of which is acknowledged, the Grantor does grant, bargain, sell and convey unto the Grantee a parcel of real property lying in CALHOUN COUNTY, ALABAMA, the legal description of the boundaries of which is set forth in Exhibit A to this Deed, which description is a part of this Deed as though fully set out in the body hereof (the property conveyed is hereinafter described as the "Premises"), together with the improvements thereon,

To have and to hold unto the said Grantee, its successors and assigns forever.

The title conveyed by this Deed and the use of the Premises, are subject to taxes for the current year, prior conveyances or leases or reservations of mineral and mining rights and interests therein, easements, restrictions, reservations, land use controls, encumbrances or other impairments of title or use, visible or of public record or of knowledge, including, but not limited to, those restrictions, reservations, exceptions and covenants specifically or generally described in Exhibit B to this Deed, all of which are incorporated into and made a part of this Deed as though fully set out in the body hereof.

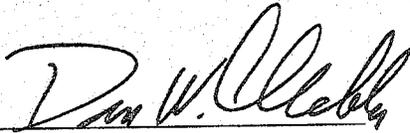
Grantor makes no warranty or covenant respecting the state of the title to the property hereby conveyed except that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim that would constitute an encumbrance on the title to the property since the date Grantor acquired title.

By accepting delivery of this Deed and the execution of the Acknowledgement set out below, the Grantee acknowledges the limitations on title and use to which this conveyance is subject and covenants and agrees, for itself, its successors, assigns, heirs and personal representatives to be bound thereby and by any amendments or addenda to the instruments described in Exhibit B hereto, including the notices and requirements relative to Environmental conditions and restrictions on use, and to require any subsequent grantee of the Premises to acknowledge and assume this obligation.

IN WITNESS HEREOF, the Grantor has caused this instrument to be executed and delivered by its authorized representative as designated in that Statement of Authority which it has caused to be issued, a copy of which is recorded in the Office of the Probate Judge of Calhoun County, Alabama, in CORPORATE RECORD 69 at PAGE 913, on this 14th day of March, 2006.

ATTEST:

ANNISTON-CALHOUN COUNTY FORT MCCLELLAN
DEVELOPMENT JOINT POWERS AUTHORITY

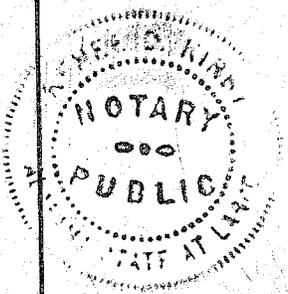

Dan W. Cleckler
Executive Director
(Seal)

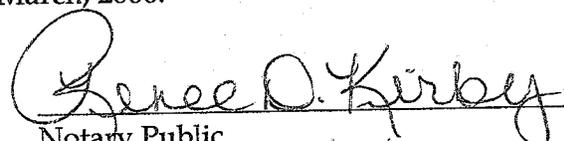
By: 
JAMES A. DUNN
Its Chairman of the Board of Directors

STATE OF ALABAMA)
CALHOUN COUNTY)

The undersigned, a Notary Public, in and for said County and State, hereby certifies that James A. Dunn and Dan W. Cleckler, whose names as Chairman of the Board of Directors and Executive Director of the ANNISTON-CALHOUN COUNTY FORT MCCLELLAN DEVELOPMENT JOINT POWERS AUTHORITY, are signed to the foregoing instrument, and who have been made known to me, did acknowledge before me on this date that they are informed of the contents of that instrument, and in their respective capacities as officers of that Association, and with full authority, they did sign the same for and as the act of the ANNISTON-CALHOUN COUNTY FORT MCCLELLAN DEVELOPMENT JOINT POWERS AUTHORITY.

Given under my hand and seal this 14th day of March, 2006.




Notary Public
Renee D. Kirby
(Print name of Notary)
My Commission expires: 5-6-2008

**ACCEPTANCE OF DELIVERY OF DEED AND
ACCEPTANCE OF CONDITIONS STATED THEREIN**

The Grantee named in the foregoing STATUTORY WARRANTY DEED, by and through its authorized representative whose signature is affixed to this ACCEPTANCE OF DELIVERY OF

DEED AND ACCEPTANCE OF CONDITIONS STATED THEREIN, does, by accepting delivery of this instrument, acknowledge the conditions attached to this conveyance and, for itself, its successors, assigns, heirs and personal representatives, as the case may be, accepts those conditions and assumes the duties related thereto.

Witness:

[Handwritten signature]

A W GROUP, LLC, GRANTEE

[Handwritten signature]

By: Alex Weidner

Its: *Managing Member*

Grantee's Address for Tax Notices:

*P.O. Box 1650
Anniston, AL 36202*

STATE OF ALABAMA)
CALHOUN COUNTY)

The undersigned, a Notary Public, in and for said County and State, hereby certifies that Alex Weidner, whose name and signature as Grantee is set out at the foot of the ACCEPTANCE OF DELIVERY OF DEED AND ACCEPTANCE OF CONDITIONS STATED THEREIN, above, and who has been made known to me, did acknowledge before me on this date that he is informed of the contents of that instrument and the instruments described therein and that he did sign the same voluntarily and of his own free will on the day the same bears date.

Given under my hand and seal this 14th day of March, 2006.

[Handwritten signature]

Notary Public

C. E. ISOM

(Print name of Notary)

My Commission expires: *9/20/08*

This instrument was prepared by Renee D. Kirby, P.C., Post Office Box 2307, Anniston, Alabama 36202, from information provided by Parties to it, and Preparer does not certify the correctness or accuracy of the legal description or the state of the title of the property that is the subject of this instrument.



**EXHIBIT A TO THAT DEED FROM ANNISTON-CALHOUN COUNTY FORT
MCCLELLAN DEVELOPMENT JOINT POWERS AUTHORITY TO HOWARD CORE
COMPANY, LLC**

LEGAL DESCRIPTION

A parcel of land situated in the Southwest $\frac{1}{4}$ of Section 15, T-15-S, R-8-E, Huntsville Meridian, Calhoun County, Alabama, and being more particularly described as follows:

TRACT 1:

Commence at a Brass Disk marking the Northwest corner of Section 10, T-15-S, R-8-E, thence S $01^{\circ} 11' 41''$ E 2653.78' to an axle, thence S $01^{\circ} 11' 41''$ E 6775.26' to a point, thence N $88^{\circ} 48' 19''$ E 522.20' to a point, thence S $01^{\circ} 11' 41''$ E 270.59' to a capped pin found (Sain), thence S $57^{\circ} 17' 06''$ E 159.68' to a capped pin found, also being the point of beginning, thence N $33^{\circ} 58' 38''$ E 23.53' to a $\frac{1}{2}$ " capped rebar (LS# 26281), thence S $57^{\circ} 30' 14''$ E 398.22' to a $\frac{1}{2}$ " capped rebar (LS#26281) on the West R/W of Jimmy Parks Boulevard (80' R/W), thence along said R/W S $42^{\circ} 11' 20''$ W 137.25' to a $\frac{1}{2}$ " capped rebar (LS#26281), thence along a curve to the left having a radius of 439.02' and a chord bearing and distance of S $31^{\circ} 01' 24''$ W 169.83' to a $\frac{1}{2}$ " capped rebar (LS#26281), thence leaving said R/W N $57^{\circ} 27' 34''$ W 387.36' to a $\frac{1}{2}$ " capped rebar (LS#26281), thence N $33^{\circ} 58' 38''$ E 281.34' to the point of beginning. Containing 2.68 acres, more or less.

TRACT 2:

Commence at a Brass Disk marking the Northwest corner of Section 10, T-15-S, R-8-E, thence S $01^{\circ} 11' 41''$ E 2653.78' to an axle, thence S $01^{\circ} 11' 41''$ E 6775.26' to a point, thence N $88^{\circ} 48' 19''$ E 522.20' to a point, thence S $01^{\circ} 11' 41''$ E 270.59' to a capped pin found (Sain), thence S $57^{\circ} 17' 06''$ E 159.68' to a $\frac{1}{2}$ " capped rebar (LS#26281), thence S $57^{\circ} 30' 14''$ E 398.22' to a $\frac{1}{2}$ " capped rebar (LS#26281) on the West R/W of Jimmy Parks Boulevard (80' R/W), thence S $57^{\circ} 30' 11''$ E 81.19' to a nail/cap set on the East R/W of Jimmy Parks Boulevard (80' R/W), also being the point of beginning, thence S $57^{\circ} 30' 13''$ E 250.98' to a $\frac{1}{2}$ " capped rebar (LS#26281), thence S $31^{\circ} 39' 54''$ W 192.90' to a $\frac{1}{2}$ " capped rebar (LS#26281), on the North R/W of Idaho Avenue (50' R/W), thence along said R/W N $62^{\circ} 00' 05''$ W 287.66' to a $\frac{1}{2}$ " capped rebar (LS#26281) at the Northeast intersection of Idaho Avenue and Jimmy Parks Boulevard, thence along a curve to the right having a radius of 359.02' and a chord bearing and distance of N $38^{\circ} 58' 08''$ E 67.09' to a $\frac{1}{2}$ " capped rebar (LS#26281), thence N $42^{\circ} 11' 59''$ E 150.93' to the point of beginning. Containing 1.26 acres. more or less.

**EXHIBIT B TO DEED FROM ANNISTON-CALHOUN COUNTY FORT MCCLELLAN
DEVELOPMENT JOINT POWERS AUTHORITY TO HOWARD CORE COMPANY, LLC**

**RESTRICTIONS, COVENANTS, RESERVATIONS AND OTHER LAND USE
CONTROLS, EXCEPTIONS, RESERVATIONS AND ENCUMBRANCES**

The title and use of the property conveyed by the Grantor to the Grantee by this Deed is to subject to the following restrictions, covenants, reservations and other land use controls, exceptions and encumbrances imposed by and under the terms of the instruments and by the operation of law:

Each of these instruments has been made available to Grantee.

1. The Memorandum of Agreement Between the Department of the Army and the Anniston-Calhoun County Fort McClellan Joint Powers Authority, dated December 12, 2000, a copy of which has heretofore been made available the Grantee, and a copy of which is recorded in the Office of the Judge of Probate of Calhoun County, Alabama, in Deed Record 3043 at Pages 415, et.seq., and which is incorporated into this Deed as though fully set out herein.

2. The Programmatic Agreement Among the United States Army, Alabama State Historic Preservation Officer and Advisory Council on Historic Preservation For The Closure and Disposal of Fort McClellan, Alabama, 1998, a copy of which has heretofore been made available the Grantee, and a copy of which is recorded in the Office of the Judge of Probate of Calhoun County, Alabama, as Exhibit C to the Memorandum of Agreement between the Department of the Army and the Anniston-Calhoun County Fort McClellan Joint Powers Authority, dated December 12, 2000, a copy of which Deed is recorded in the Office of the Judge of Probate of Calhoun County, Alabama, in Deed Record 3043 at Page 415, et. seq., to the extent the Premises may be subject to that Programmatic Agreement.

3. **THE JOINT POWERS AUTHORITY DECLARATION OF COVENANTS, GUIDELINES, AND DEVELOPMENT STANDARDS FOR MCCLELLAN**, a copy of which is recorded in the Office of the Judge of Probate of Calhoun County, Alabama, in Deed Record 3016 at Page 444.

4. Grantor reserves a right of entry onto and into the Premises, for itself, its employees, agents, contractors, and all others who might act for it, its successors or assigns, to perform all duties imposed upon it by the terms of the Memorandum of Agreement between the Department of the Army and the Anniston-Calhoun County Fort McClellan Joint Powers Authority and the

Programmatic Agreement Among the United States Army, Alabama State Historic Preservation Officer and Advisory Council on Historic Preservation For The Closure and Disposal of Fort McClellan, Alabama, 1998 herein described, and also those instruments captioned Cleanup Agreement No. A14 210 020 562 (entered into by and between Grantor and the Alabama Department of the Environmental Management as of September 30, 2003) and the Memorandum Of Agreement Between The Alabama Department Of Environmental Management And United States Army Regarding Former Fort McClellan, Anniston, Alabama, EPA Id No. A14 210 020 562, of even date therewith, which are not of record but which have been provided to Grantee prior to the delivery of this Statutory Warranty Deed and which are incorporated herein by reference as though fully set out, together with all amendments thereto, and all other statutes, regulations, Administrative Rulings, Court Orders and Decrees or other sources of authority to which Grantor and the Premises may be subject now or in the future. Any amendments or addenda to any of the instruments referenced above that are not placed on Public Record will be on file at the Office of the Joint Powers Authority.

5. Easement for Natural Gas Distribution Right of Way and Transfer of Ownership of Natural Gas Distribution System recorded in Book 3001 at Page 453, in the Office of the Probate Judge of Calhoun County, Alabama.
6. Easement for Electrical Distribution Right of Way and Transfer of Ownership of Electrical Distribution System recorded in Book 2111 at Page 233, in the Office of the Probate Judge of Calhoun County, Alabama.
7. Easement for Wastewater Collection System recorded in Book 2141 at Page 217, in the Office of the Probate Judge of Calhoun County, Alabama.
8. Zoning Ordinances and other land use controls of the City of Anniston in force as of the date of this conveyance and as they may hereafter be amended, which are adopted and enforceable at its election by the Grantor herein, its successors or assigns,.
9. Subject to rights-of-way for existing roads and to limitations on access to the Premises by way of streets and roads owned by Grantor.
10. Regulations and restrictions imposed by law on the Premises because gray bat habitat is situated within its boundaries or may be affected by certain uses of the Premises.
11. Terms, conditions, reservations, restrictions and covenants in the Agreement For Purchase of Assets by and between the Grantor and Grantee on the Effective Date, which

survive the closing of the purchase and sale and the delivery of this deed and which are incorporated herein as though fully set out.

12. Easement to The Water Works and Sewer Board of The City of Anniston for the construction, operating, maintaining, repairing and replacing a water main, a copy of which is recorded in the Office of the Probate Judge of Calhoun County, Alabama, in DEED RECORD 3025 at PAGE 297.

13. Restrictions, covenants, reservations and other land use controls, exceptions and encumbrances which are included in that Quitclaim deed from the United States of America, acting by and through the Secretary of the Army to Anniston-Calhoun County Fort McClellan Development Joint Powers Authority, a copy of which is recorded in the Office of the Probate Judge of Calhoun County, Alabama, in Deed Book 3038 at Page 720 (Deed Number 12).

SEE MORTGAGE

Recording Fee	27.00
TOTAL	27.00

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

Arthur Murray
Judge of Probate
"TAX EXEMPT"

APPENDIX B

PHOTOGRAPHS DOCUMENTING CURRENT SITE CONDITIONS



Front Entrance to Building 241



Telephone Exchange Building 251 looking north-northeast



Buildings 251, 252 & 228 (far left) looking north



Building 252 looking north



Parking Area Near Building 251



Building 251



Parking Area Near Building 251



Parking area near Building 234



Parking area near Building 234



Building 234



Parking area near Buildings 229, 230 & 236



Building 238



Building 237 and Surrounding Area



Building 247 Loading Dock



Building 246 and surrounding area



Building 247 and surrounding area



Buildings T-261 & T-262



Building T-261



Buildings T-261 & 229



Buildings 241 & 252



Building T-260 & surrounding area



Building T-258



Buildings 228 & 241



Building T-260



Removed Rail Road Tracks & Surrounding Area



Building T-258 Loading Docks



Building T-258



Buildings 256 & T-257



Building 256



Building 256



Building 256

APPENDIX C
LIST OF DOCUMENTS REVIEWED

Calhoun County, 2006, Statutory Warranty Deed between Anniston-Calhoun County Fort McClellan Development Joint Powers Authority and A.W. Group, LLC, March 17.

Calhoun County, 2004, Quit Claim Deed Between U.S. Army and City of Anniston, Alabama, February 24.

Calhoun County, 2003, Quit Claim Deed Number 12 between U.S. Army and Anniston-Calhoun County Fort McClellan Development Joint Powers Authority, September 19.

Department of the Army (DA), 2003, *Final Findings of Suitability to Transfer (FOST), GSA Warehouse Area, Fort McClellan, Calhoun County, Alabama*, August.

Matrix Environmental Services, 2008, *Land Use Control Effectiveness Report, Fort McClellan, Calhoun County, Alabama*, March.

IT Corporation (IT), 2002, *Final Site Investigation Report, GSA Warehouse Area, Parcels 151(7), 2(7), 3(7), 4(7), 67(7), 69(7), 91(7), 111(7), 128(7), 129(7), and 238(7), Fort McClellan, Calhoun County, Alabama, Revision 3*, December.

Shaw Environmental, Inc. (Shaw), 2002, *Final Decision Document for the GSA Warehouse Area, Parcels 151(7), 2(7), 3(7), 4(7), 67(7), 69(7), 91(7), 111(7), 128(7), 129(7) and 238(7), Fort McClellan, Calhoun County, Alabama, Revision 3*, December.

Shaw Environmental, Inc. (Shaw), 2007, *Monitoring Well Abandonment Report, Multiple Sites at Fort McClellan, Fort McClellan, Calhoun County, Alabama*, May.