

THIS INSTRUMENT PREPARED BY:

[REDACTED] Attorney-Advisor  
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 P.O. Box 2288  
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STATE OF ALABAMA         )  
  
 COUNTY OF CALHOUN        )

Post-It <sup>®</sup> Fax Note	7671	Date	3-2	# of pages	10
To	[REDACTED]				
Co/Dept		Co.			
Phone #		Phone #	231-7710		
Fax #		Fax #			

**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 a delegation of authority from the SECRETARY OF THE ARMY (the "ARMY"), under and pursuant to the Federal Property and Administrative Services Act of 1949 (Public Law 152, 81<sup>st</sup> Cong., 63 Stat. 377), and the Defense Base Closure and Realignment Act of 1990, Public Law 101-510 as amended, hereinafter referred to as Grantor, and the City of Anniston, Alabama, hereinafter referred to as 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 disposal of the Fire Station (Building 69) at Ft. McClellan, Alabama to the City of Anniston, Alabama, all right, title, and interest of the United States in and to a Property of real property consisting of approximately .49 acres and located in Calhoun County, Alabama, for emergency management response purposes, including fire and rescue services in accordance with 41 CFR 107.47.308-9.

**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:

All that tract or parcel of land lying and being in Section 22, Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama, more particularly described as follows:

Beginning at point which is 400 feet, more or less, south of the north line and 650 feet, more or less, east of the west line of said Section 22, on the south side of Headquarters Road and at plane coordinate position North 1,169,754.86 feet and East 512,355.32 feet, based on Transverse Mercator Projection, Alabama East Zone, NAD '27;

Thence S 56° 05' E along the south side of said Headquarters Road a distance of 110.1 feet;

Thence southeasterly along a curve to the right, the chord of which bears S 03° 02' E a distance of 20.7 feet, more or less, to a point on the west side of Summerall Gate Road;

Thence S 16° 36' W along the west side of said Summerall Gate Road a distance of 101.7 feet;

Thence N 60° 01' W 52.3 feet;

Thence S 36° 49' W 35.7 feet;

Thence N 51° 48' W 30.6 feet;

Thence S 30° 09' W 29.7 feet;

Thence N 43° 37' W 77.2 feet;

Thence N 35° 43' E 163.6 feet, more or less, to the point of beginning.

Containing 0.49 of an acre, more or less, and being a part of the Original Reservation Area, Fort McClellan, Alabama, together with the related personal property shown on Exhibit 1 to this quitclaim deed.

**SUBJECT, HOWEVER** to all existing easements, or those subsequently granted 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.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. 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.

2. 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 the 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 to such agreements is obtained in writing from the Grantor or his authorized representative.

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

### 3. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

a. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing materials ("ACM") has been found on the property, as described in the ACM survey report. The ACM on the property does not currently pose a threat to human health or the environment.

b. The Grantee covenants and agrees that its use and occupancy of the property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for 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 the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact any kind whatsoever with asbestos on the property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the property.

c. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, 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, which include certain cancers and which can result in disability or death.

d. The Grantee acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

e. No warranties, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States.

#### 4. LEAD-BASED PAINT WARNING AND COVENANT

a. The property does not contain structures or buildings suitable for residential dwellings. The Grantee, and its successors and assigns, is hereby informed and does acknowledge that Building 69, which was constructed prior to 1978, is presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. 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 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.

b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Grantee. Additionally, the Finding of Suitability to Transfer (FOST) has been provided to the Grantee. The Grantee has been provided with a copy of the federally approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this paragraph.

c. A risk assessment or inspection by the Grantee, its successors and assigns, for possible lead-based paint hazards is recommended prior to the transfer of the Property. The Grantee,

its successors and assigns, acknowledge that they have received the opportunity to conduct a risk assessment of inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the transfer.

d. The Grantee, its successors and assigns, shall comply with all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. The Grantee shall not permit use of Building 69 for residential habitation without (i) inspecting for the presence of lead-based paint and/or lead-based paint hazards; (ii) abating and eliminating lead-based hazards as required by and in accordance with all applicable laws and regulations; and (iii) complying with the notice and disclosure requirements under applicable Federal and state law. The Grantee agrees to be responsible for any future remediation of lead-based paint found to be necessary on the Property.

e. The Army assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to possession and/or use of any portion of the Property containing lead-based paint. The Grantee, its successors and assigns, further agrees to indemnify and hold harmless the Army, 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 the possession and/or use of any portion of the Property containing lead-based paint. The obligation of the Grantee, its successors and assigns, shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

## 5. PRESERVATION COVENANT

a. In consideration of the conveyance of certain real property hereinafter referred to as Building 69, located in Calhoun County, Alabama, the Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Alabama State Historic Preservation Office to preserve and maintain Building 69/Post Headquarters Historic 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 Building 69 eligible for inclusion 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 Office in accordance with paragraphs b., c. and d. of this covenant.

b. The Grantee will notify the Alabama State Historic Preservation Office 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 of the appearance of Building 69. Demolition of interior retrofit of noncontributing buildings and structures can be undertaken after thirty (30) days of written notice to the Alabama State Historical Preservation Office without further consultation.

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

(1) That the Grantee may proceed with the proposed undertaking without further consultation; or

(2) 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 Office 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 Office's receipt of the same, then the Grantee may proceed with the proposed undertaking without further consultation with the Alabama State Historic Preservation Office.

d. If the response provided to the Grantee by the Alabama State Historic Preservation Office pursuant to paragraph c. of this covenant requires consultation with the Alabama State Historic Preservation Office, 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 the 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 Office mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the Grantee.

e. Alabama State Historic Preservation Office shall be permitted upon reasonable notice at a reasonable time to inspect

Building 69 in order to ascertain its condition and to fulfill its responsibilities hereunder.

f. 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 Office may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of Building 69. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney fees.

g. In the event that Building 69(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 Office 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 Building 69 as to the facts set forth therein.

h. The Grantee agrees that the Alabama State Historic Preservation Office 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.

i. This covenant is binding on the Grantee, its heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Office. 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 Building 69 or any part thereof.

j. The failure of the Alabama State Historic Preservation Office 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.

k. The Covenant shall be a binding servitude upon Building 69 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.

**6. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYL (PCB)  
CONTAINING EQUIPEMENT**

a. The Grantee is hereby informed that fluorescent light ballasts and fixtures containing trace amounts of PCB are located in Building 69. All PCB-containing equipment has been properly labeled in accordance with applicable law and regulation to provide notification to future users. Any PCB contamination or spills related to such equipment has been properly remediated prior to conveyance. The PCB equipment does not currently pose a threat to human health or the environment. All PCB equipment is in good repair and is presently in full compliance with all applicable laws and regulations.

b. Upon request, the Grantor agrees to furnish to the Grantee, its successors and assigns, any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee, its successors and assigns, with applicable laws and regulations related to the use and storage of PCBs or PCB-containing equipment.

c. The Grantee, its successors and assigns, covenant and agree that its continued possession, use and management of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment, and that the Grantor assumes no liability for the future remediation of PCB contamination 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 PCBs or PCB-containing equipment, after the date of this Deed, whether or not the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee, its successors and assigns, agree to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the Property.

#### **7. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT**

Pursuant to Sections 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 of Transfer (FOST), dated October 27, 1999, a copy of which has 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.

a. 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.

b. 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, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, reasonable prior notice. 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 response action conducted by the Grantor under this paragraph. 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.

8. In conveying the Property, the United States 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.

**TO HAVE AND TO HOLD** the above-described land with all and singular the privileges and appurtenances thereunto belonging, or in anywise appertaining, unto the said part of the Grantee, and its assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 29th day of December, 1999.

UNITED STATES OF AMERICA

By: [Redacted Signature]

Deputy Assistant Secretary of the Army (I&H)

Signed, Sealed and Delivered  
In the presence of:

Witness: [Redacted]

Witness: [Redacted]

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

COMMONWEALTH OF VIRGINIA )

COUNTY OF ARLINGTON )

[Redacted Signature]  
"NO TAX COLLECTED"

ss:

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, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, [Redacted], Acting Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 29th day of December, 1999, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.



ALABAMA CALHOUN COUNTY  
I CERTIFY THIS INSTRUMENT  
WAS FILED

'00 FEB 17 AM [Redacted]  
NOTARY PUBLIC

[Redacted]  
PROBATE JUDGE

1.00  
27.50  
3.00  
31.50