Appendix C
Chain-of-Title Report and Deed Information

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HISTORICAL CHAIN OF TITLE REPORT

EQUIPMENT CONCENTRATION SITE #15
11408 ROBERTS BOULEVARD
BARLING, ARKANSAS

Submitted to:

ENSAFE INC.
525 Vine Street
Cincinnati, Ohio 45202

Attention: Jim Rathbone

Project No. N07-03708

Wednesday, May 23, 2007

NETR - Real Estate Research & Information hereby submits the following ASTM historical chain-of-title to the land described below, subject to the leases/miscellaneous shown in Section 2. Title to the estate or interest covered by this report appears to be vested in:

FORT CHAFFEE REDEVELOPMENT TRUST

The following is the current property legal description:

All that certain piece or parcel of land situated and lying in Section 9, Township 7 North, Range 31 West, of the 5th Principal Meridian, Sebastian County, State of Arkansas

Assessor's Parcel Number(s): 4001-0000-00706

1. HISTORICAL CHAIN OF TITLE

1. DECLARATION OF TAKING
   RECORDED: 06/14/1943
   GRANTOR: County of Sebastian, Arkansas
   GRANTEE: United States of America
   INSTRUMENT: Civil Action No. 357

2. QUIT CLAIM DEED
   RECORDED: 11/20/2000
   GRANTOR: United States of America
   GRANTEE: Fort Chaffee Redevelopment Trust
   INSTRUMENT: 7030813

2. LEASES AND MISCELLANEOUS

1. No leases were found of record

LIMITATION

This report was prepared for the use of ENSAFE Inc., exclusively. This report is neither a guarantee of title, a commitment to insure, or a policy of title insurance. NETR- Real Estate Research & Information does not guarantee nor include any warranty of any kind whether expressed or implied, about the validity of all information included in this report since this information is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.

Certificate of Record - Greenwood District of Sebastian County, Arkansas
Doc #: 7030813 Jean Sterling
Fee: $376.00
Pages: 186
11/20/2000 10:08:15 AM
Nancy Brewer, Circuit Clerk and Recorder

Execution Version

QUITCLAIM DEED
Economic Development Conveyance
Phase One
Ft. Chaffee Military Reservation

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990 (DBCRA), PL 101-510, as amended and codified at 10 U.S.C. 2687, note (BRAC), the military installation known as the Ft. Chaffee Military Reservation, Arkansas (FCMR) was closed on September 30, 1997; and

WHEREAS, the Ft. Chaffee Redevelopment Authority (FCRA), acknowledged as the Public Trust for FCMR under Arkansas Code Annotated §12-63-103 and recognized as the local redevelopment authority for FCMR by the Office of Economic Adjustment on behalf of the Secretary of Defense, was granted the authority to oversee and implement the civilian reuse of the excess portion of FCMR, excluding the Retained Property, in accordance with a local-approved reuse plan; and

WHEREAS, the FCRA has made an application to the Army for a no-cost Economic Development Conveyance (EDC) under Section 2821 of the National Defense Authorization Act for Fiscal Year 2000 (Pub. L. 106-65); and Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (part A of title XXIX of Public Law 101-510; 10 U.S.C. 2687 note) as amended; and

WHEREAS, the Army, as authorized by BRAC and implementing regulations, has determined that the FCRA's application meets the criteria for economic development, and job creation; and

WHEREAS, the Army and the FCRA have entered into a Memorandum of Agreement dated the 5th day of September, 2000 (hereinafter referred to as the "MOA") establishing the terms and conditions for an EDC of certain surplus portions of the FCMR property to the FCRA; and

WHEREAS, the MOA provides for the conveyance of the FCMR property in phases as Army mission requirements cease and environmental remediation is completed; and

WHEREAS, pursuant to the power and authority provided in Section 2905(b)(4) of the DBCRA and the implementing regulations of the Department of Defense (32 CFR Part 91), the Army has the authority to convey and does convey to the FCRA, pursuant to the terms and conditions of the MOA, the parcels of land at the FCMR as described in Exhibit A and Exhibit B and all of the improvements not otherwise excluded herein, located in the Counties of Sebastian and Crawford, State of Arkansas.

The foregoing Whereas paragraphs are hereby incorporated by reference as if fully set forth at length.

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that 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 Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, in consideration of the faithful observance of the conditions and restrictions herein and other good and valuable consideration as provided for in the MOA between the parties, receipt of which is hereby acknowledged, does hereby grant, remise, release, and forever quitclaim unto the Ft. Chaffee Redevelopment Authority (the "GRANTEE"), a body corporate and politic, and existing under the laws of the State of Arkansas, having its principal place of business at P.O. Box 11921, Fort Smith, Arkansas 72917, and its successors and assigns, all its right, title, and interest in and to the parcels of land, excepting and reserving all oil and gas mineral rights, located in the Counties of Sebastian and Crawford, State of Arkansas, at FCMR approximately 3,792.66 acres (hereinafter called the "Property"), constituting the first phase of the Economic Development Conveyance, more particularly described in Exhibit A and Exhibit B and as shown on Exhibit C attached hereto and made a part hereof, subject to those easements, conditions and restrictions of record (Exhibit D-1) insofar as they may lawfully affect the Property. The GRANTOR, further reserves the following easements [Note: Locations shown for the easements and rights of way on Exhibits D-2 thorough D-11 are approximate and may not be the actual location] for the benefit of the lands and the GRANTOR:

A. Utility Easements for natural gas distribution system consisting of 11,300 lineal feet (LF) more or less of Arkansas Oklahoma Gas Corporation (AOG) owned steel lines (30' wide easement) as depicted by green lines on Exhibit D-2 entitled "Arkansas Oklahoma Gas Corp. Natural Gas Distribution Lines" ("Plat Map"); 65,700 LF more or less of government owned plastic lines (20' wide easement) as depicted by purple lines on the Plat Map; and a 30' X 50' plot for the AOG owned valve station at the junction where the steel lines connect to the plastic lines.

B. Potable Water Treatment and Distribution System Easements more particularly described as water supply and treatment buildings, valve houses, 1 million gallon storage tank, and 84,450 linear feet of installed underground distribution lines, as shown in Exhibit D-3.

C. General Sanitary Sewer and Industrial Waste System Easements more particularly described as a sewage bar screen, sewage lift station, and 128,450 linear feet of sewage collection lines as shown in Exhibit D-4.

D. U.S. Army Corps of Engineers (USACE) Flowage Easements as shown in Exhibit D-5.

E. Electric Transmission/Distribution Line and Electric Substation Easements and Federal Energy Regulatory Commission Licenses for electric line rights-of-way as shown in Exhibit D-6.

F. Telephone Service Lines and buried Fiber Optic Cables Easements for telephone line right-of-ways as shown in Exhibit D-7.

G. Railroad and Highway Easements for right-of-ways as shown in Exhibit D-8.

H. Army Retained Property (National Guard Enclave) Reserved Easements for access roads right-of-ways, as shown in Exhibit D-9.

I. Gas Leases, Wells, Collection Lines, Transmission Lines, and Access Road Easements as shown in Exhibit D-10.

J. Landfill Remediation Borrow Area Easement (a 3-year easement from which cover material is taken to cap the landfill) as shown in Exhibit D-11.

The GRANTEE is responsible for the accuracy of the survey and legal 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.

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.

1. STATUTORY INDEMNIFICATION

Subject to the availability of appropriated funds, the GRANTOR recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE and any successor, assignee, transferee, lender, or lessee of the GRANTEE or its successors and assigns, as required and limited by Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

2. CONVEYANCE IN "AS IS, WHERE IS" CONDITION

The GRANTOR conveys the Property in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated herein, as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR to make any

alterations, repairs, or additions, and said GRANTOR shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's responsibility under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as stated in this deed.

3. CERCLA COVENANTS AND NOTICE

Pursuant to Sections 120(h)(3) and 120 (h)(4) of the CERCLA:

A. Notification and Covenants

1. The Grantor hereby notifies the Grantee that to the extent such information is available on the basis of a complete search of agency files, there was no storage and release of hazardous substances, petroleum, petroleum products or their derivatives on certain portions of the Property, and there was storage and release of hazardous substances on other portions of the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as section 101(14) of CERCLA. Available information regarding the type, quantity and location of the hazardous substances found on the Property and action taken is contained in "Notice of Petroleum Product Storage, Release, or Disposal" that is at Exhibit E. The information regarding said storage and release indicates that there is no threat to human health or the environment on the Property.

2. The Grantor hereby covenants that:

a. On those portions of the Property where there was the storage and release of hazardous substances, all remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

b. Any additional remedial, response or corrective action found to be necessary with regard to such hazardous substances remaining on the Property after the date of this Deed that resulted from past activities of the Grantor shall be conducted by the Grantor. This covenant shall not apply to the extent such remedial, response or corrective actions are caused by activities of the Grantee, its successors or assigns.

B. Access Rights and Easement

The Grantor reserves a right and easement for access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this Deed. Any such actions undertaken by the Grantor pursuant to this Section 3B 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, that the Grantor assumes no liability to the Grantee, its

successors and assigns, or any other person, should remediation of the Property interfere with the use of the Property by the Grantee, its successors and assigns.

C. Transfer Documents

The Grantee and its successors and assigns covenant and agree that all leases, transfers or conveyances of the Property occurring subsequent to the date of this Deed shall be made subject to, and shall have the benefit of, the provisions contained in this Section 3.

4. ENVIRONMENTAL BASELINE SURVEY ("EBS") AND FINDING OF SUITABILITY TO TRANSFER ("FOST")

A. The Grantee has received the technical environmental reports, including the EBS for the Property dated 7 October 1996, and FOST I and II for the Property dated June 1, 2000 and August 9, 2000, respectively, prepared by the Grantor, and agrees, that these documents accurately describe the environmental condition of the Property. The Grantee has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the Grantee's intended use. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, Grantee or its successors or assigns shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, ownership, use, or occupation of the Property. Grantee, its successors and assigns, as consideration for the conveyance, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Section 4 shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations or the Grantor's indemnification obligations under applicable laws.

B. All covenants and land use restrictions shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and State of Arkansas. These restrictions and covenants are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable.

C. The GRANTEE covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding all land use restrictions herein in each subsequent lease, transfer or conveyance document subject hereto. Notwithstanding this provision, failure to include these land use restrictions in subsequent conveyances

does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

D. The GRANTEE, for itself, its successors and assigns, covenants that it will not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

5. ASBESTOS BURIAL SITE

Asbestos Burial Sites (ABS) are located at the former Buildings 4111 and 5063. The ABS are legally described under "RESTRICTIONS" at Exhibit A, and are as depicted at Exhibit C. The GRANTEE on behalf of itself, its successors and assigns, covenants and agrees that the GRANTEE or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the land use restrictions in this Section.

A. Soil Excavation Restrictions

The GRANTEE, its successors and assigns, shall not conduct or permit others to: (1) conduct any excavation, digging, drilling, or other disturbance of the ABS without prior written approval of the GRANTOR or (2) construct any subsurface structure for human occupation, without the prior written approval of the GRANTOR, and the Arkansas Department of Environmental Quality (ADEQ). If the GRANTEE, its successors or assigns, encounters ground water or contaminated soil while conducting any excavation activities, the GRANTEE, its successors or assigns, will immediately cease such activities until the GRANTOR'S written approval is obtained allowing such activities to continue. In granting excavation approval under this Subsection, the GRANTOR may impose reasonable terms and conditions, on a case by case basis, that the GRANTOR deems necessary to (i) protect human health and the environment and (ii) to ensure proper disposal of contaminated material at no expense to the GRANTOR.

B. Cap/Cover Maintenance

The GRANTEE, its successors and assigns, shall protect the integrity of the cap/cover on the ABS, preventing any ground disturbing activities that could damage the cap/cover. The GRANTEE shall maintain the cap/cover by (1) mowing the site annually, (2) conducting erosion inspections semi-annually and making any necessary repairs, and (3) maintaining in good condition and visibility appropriate signage.

C. The GRANTEE covenants for itself, its successors and assigns, that nothing contained herein shall preclude the GRANTEE from undertaking, in accordance with applicable laws and regulations, such additional remediation necessary to allow for residential use of the ABS. Any additional remediation will be at no additional cost to

residential use of the ABS. Any additional remediation will be at no additional cost to the GRANTOR and with the GRANTOR's prior written consent. Consent may be conditioned upon such terms and conditions as the GRANTOR deems reasonable and appropriate, including performance and payment bonds and insurance. Upon completion of such remediation required to allow residential use of the ABS and upon the GRANTEE's obtaining the approval of the Arkansas Department of Environmental Quality (ADEQ) and, if required, any other regulatory agency, the GRANTOR agrees to release or, if appropriate, modify this restriction by executing and recording, in the same land records of the State of Arkansas as the deed, a Partial Release of Covenant. GRANTEE shall bear the cost of recording and reasonable administrative fees.

6. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found on the Property, as described in the table entitled "Asbestos Containing Materials" of FOST II (Exhibit F-2). The locations and conditions of ACM are as described in the Environmental Baseline Survey (EBS), dated October 7, 1996, for which the GRANTEE acknowledges receipt of and understanding. Except as provided for in paragraphs B and C below, the ACM on the Property does not currently pose a threat to human health or the environment. Except as provided for in paragraphs B and C below, all asbestos or ACM that posed a risk to human health has either been removed or encapsulated.

B. Several buildings have been determined to contain friable and non-friable asbestos that may pose a threat to human health. Buildings containing friable and/or non-friable ACM, with location and condition, are summarized in Table 5 "Asbestos Containing Materials" of FOST II (Exhibit F-2). 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 will, prior to use or occupancy of said buildings, demolish said buildings or the portions thereof containing friable asbestos, disposing of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings and structures, the GRANTEE specifically agrees to undertake any and all abatement or remediation that may be required under CERCLA 120(h)(3) or any other 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.

C. The GRANTEE acknowledges it has been notified that at the sites of former Buildings 4111 and 5063, which were destroyed by fire, all debris, including asbestos, was buried inside the foundation walls. The two former building sites were covered with a clay cap and designated as "no dig" asbestos burial areas. These locations have asbestos warning signs. The GRANTEE and any future owners will be restricted from digging and will be required to maintain the warning signs, cap and ground cover maintenance for

these two sites. Section 5 of this Deed contains specific land use restrictions for these two sites.

D. 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 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 the 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 agrees to be responsible for any future remediation of asbestos found to be necessary on the Property. The GRANTEE assumes no liability for damages for personal injury, illness, disability, death or Property damage arising from (i) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to the GRANTOR's conveyance of such portion of the Property to the GRANTEE pursuant to this Deed (Easement), or (ii) any disposal, prior to the GRANTOR's conveyance of the property of any asbestos or ACM.

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

F. The GRANTEE acknowledges that it has inspected 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 offered, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Deed. 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.

G. 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, exposure to asbestos on any portion of the Property after this conveyance of the Property to the GRANTEE or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. Furthermore, the GRANTEE agrees to make no claim or demand against the United States based on the presence of asbestos or ACM in buildings and structures on the Property.

7. LEAD-BASED PAINT WARNING AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. 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 damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, 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.

B. Shown in FOST II (Exhibit F-2) are the locations of installation buildings within the proposed property to be transferred. Certain land tracts in FOST II have been identified for use after transfer for residential or other child occupied purposes (e.g., day care centers preschools, and kindergarten classrooms visited regularly by children under 6 years of age). The existing structures within these tracts have not been used as residential or other child occupied facilities and are planned for demolition; however, such structures were erected prior to 1978 when LBP was commonly used throughout the United States, including at military installations. The age of the structures within these tracts suggests the likelihood that LBP may be present on many of these structures. This in turn creates the possibility that through the action of normal weathering and maintenance (e.g., scraping and repainting) there is lead from LBP in the soil surrounding these structures.

The EPA has concluded that the release of lead to soils from LBP from structures falls within the CERCLA definition of a hazardous release, but to date EPA has not developed generally applicable standards for the remediation of lead in soils from LBP in currently non-residential areas. Nevertheless, because of the expected future presence of children under six in newly constructed residential or other child occupied facilities on these tracts, there may be significant risks of adverse health effects. EPA's *Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities*; July 14, 1994 does establish risk-based screening levels at 400 ppm for lead concentrations in soil. While screening levels should not necessarily be considered as clean-up levels, further evaluation is advised when these levels are exceeded and residential reuse is anticipated.

C. 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 (EBS), dated October 7, 1996, and (for residential properties) the lead-based paint inspection and risk assessment, which have been provided to the GRANTEE. All purchasers must receive the federally approved pamphlet on lead poisoning prevention. The GRANTEE hereby acknowledges receipt of all of the information described in this subparagraph.

D. The GRANTEE acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

E. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph A, above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army'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).

The GRANTEE 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 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; (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 soil-lead 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.

In complying with these requirements, the GRANTEE covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. 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.

F. The GRANTEE 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 attorney's fees arising out of, or in a 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 if used for residential purposes.

G. LBP can be properly managed in place, provided the following precautions are taken by the GRANTEE: 1) If LBP is present in the soil surrounding the Property, ground cover must be maintained in order to prevent soil disturbance. 2) The condition of painted surfaces within buildings containing LBP should be maintained to prevent chipping and dust. The demolition of the existing structures necessary to create residential or other child-occupied facilities on the tracts will greatly affect the risks associated with lead from LBP (improper demolition could exacerbate existing levels of lead in the soil, and the disturbance of soils in the vicinity of the existing structures could render any existing lead in the soils unavailable and thus of no risk). Post-demolition lead levels can be reduced as well, by removing one to three inches of surface soil at each building site following demolition. Because the demolition of the existing structures will be carried out by the GRANTEE of the Property, the GRANTEE shall sample the soil and abate the soil as necessary to protect human health and to achieve the standards established for federal agencies by 24 CFR Part 35 and any required remediation requirements placed on the GRANTEE of the Property.

H. The covenants, restrictions, and requirements of this Section (LBP) shall be binding upon the GRANTEE, its successors and assigns and all future owners and shall be deemed to run with the land. The GRANTEE on behalf of itself, its successors and assigns, covenants that it will include and make legally binding, this Section (LBP) in all subsequent transfers, leases, or conveyance documents.

8. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYLS (PCB)

A. The GRANTEE is hereby informed and does acknowledge that equipment containing PCBs may exist on the Property to be conveyed, described as follows: fluorescent light ballasts. All PCB containing equipment 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. Any PCB contamination or spills related to such equipment that has been properly remediated prior to conveyance. The PCB equipment does not currently pose a threat to human health or the environment.

B. 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.

C. The GRANTEE covenants and agrees 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 Army 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, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) insured. The GRANTEE agrees to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the Property.

9. NOTICE OF THE PRESENCE OF PESTICIDES

A. The Grantee is hereby informed and does acknowledge that the potential exists in all buildings for pesticides, including chlordane, 4,4-DDD, 4,4-DDE, and 4,4-DDT, to be present at the drip line or under building foundation slabs at concentrations above residential and industrial screening levels. The presence of these products is a result of their intended use application as pesticides. The presence of pesticides does not currently pose a threat to human health or the environment. The potential presence of pesticides, however, must be taken into consideration prior to any building demolition.

B. Upon request, the Army agrees to furnish to the Grantee any and all records in its possession related to the use of pesticides necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use of pesticides.

C. The Grantee covenants and agrees that its continued possession, potential use and continued management of all buildings will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes, and that the Army assumes no liability for the future remediation of pesticide 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 chlordane, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) insured. The Grantee agrees to be responsible for any future remediation of pesticides found to be necessary on the Property.

10. NOTIFICATION OF ORDNANCE AND EXPLOSIVES ("OE") AND COVENANT.

A. Fort Chaffee 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.

B. Based on a review of existing records and available information, none of the buildings or surrounding land proposed for transfer are known to contain high explosive unexploded ordnance ("UXO"). However, blank small arms ammunition may exist on the Property. The risk from blank ammunition is negligible since no projectile or high explosive is present. In the event the GRANTEE, its successors, and assigns, should discover any UXO on the Property, it shall not attempt to remove or destroy it, but shall immediately contact the nearest County Sheriff or local law enforcement agency who will, if needed, contact the Department of Defense Explosive Ordnance Disposal (EOD) unit. Appropriate GRANTOR or GRANTOR designated explosive ordnance personnel will be dispatched promptly to dispose of such UXO at no expense to the GRANTEE. The GRANTEE, or its successors or assigns, shall: (i) cooperate with the GRANTOR with regard to the location of and removal of UXO from the Property, provided such cooperation does not require the GRANTEE, or its successors or assigns, to incur any non-reimbursed direct costs, (ii) notify the GRANTOR as soon as reasonably possible after the discovery of any UXO by the GRANTEE, or its successors or assigns, and (iii) take no actions regarding UXO discovered on the Property, except as may be specifically directed by the GRANTOR.

11. HISTORIC PRESERVATION COVENANT FOR ARCHEOLOGICAL SITES

This conveyance contains two historic archeological sites that are to be maintained in accordance herewith:

A. In consideration of the conveyance of the Property, located in the Counties of Sebastian and Crawford, State of Arkansas, which is more fully described in Exhibit A, the GRANTEE hereby covenants on behalf of itself, its successors, and assigns, at all times to the Arkansas State Historic Preservation Officer (the SHPO), who the parties agree shall have third party rights hereunder, to maintain and preserve Archeological Site 3CW864 and Site 3CW865 (hereinafter called "Archeological Sites"), in accordance with the requirements of the Programmatic Agreement Among United States Army, Arkansas State Historic Preservation Officer, and Advisory Council On Historic Preservation for the Closure and Disposal of Fort Chaffee, Arkansas, 1999, ("Programmatic Agreement")(Exhibit G) as stated in sections A through K of this covenant. If the GRANTEE desires to deviate from these maintenance standards, the GRANTEE will notify and consult with the Arkansas SHPO in accordance with paragraphs B through K of this covenant.

B. The GRANTEE will notify the Arkansas SHPO in writing prior to undertaking any disturbance, construction, alteration, remodeling, demolition, or other modification of the structures, ground surface or setting, or any other action on the Archeological Sites that would affect their physical integrity or appearance. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the affected Archeological Sites.

C. Within thirty (30) calendar days of the appropriate Arkansas SHPO's receipt of notification provided by the GRANTEE pursuant to paragraph B of this covenant, the Arkansas SHPO will respond to 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 Arkansas SHPO before the GRANTEE can proceed with the proposed undertaking.

If the Arkansas SHPO fails to respond to the GRANTEE's written notice within thirty (30) calendar days of the Arkansas SHPO's receipt of the same, then GRANTEE may proceed with the proposed undertaking without further consultation with the Arkansas SHPO.

D. If the response provided to the GRANTEE by the Arkansas SHPO pursuant to paragraph C of this covenant requires consultation with the Arkansas SHPO, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that the GRANTEE 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 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 Arkansas SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the GRANTEE.

E. The GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any Archeological Site determined by the Arkansas SHPO to be eligible for inclusion in the National Register of Historic Places. Any such vandalization or disturbance shall be reported to the Arkansas SHPO promptly.

F. The Arkansas SHPO shall be permitted at all reasonable times to inspect any Archeological Site on the Property in order to ascertain its condition and to fulfill its responsibilities hereunder.

G. In the event that either of the Archeological Sites is (i) substantially destroyed, or (ii) not totally destroyed, but continued protection thereof is impractical in the reasonable judgment of the Owner, the Owner shall notify the Arkansas SHPO in writing, requesting concurrence. Upon concurrence by the Arkansas SHPO, this covenant shall terminate. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the Arkansas SHPO, and record a duplicate original of said notice in the Sebastian County Deed Records. Such

notice shall be conclusive evidence in favor of every person dealing with the Archeological Sites as to the facts set forth therein.

H. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Arkansas SHPO may, following reasonable notice to the GRANTEE, 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.

I. The GRANTEE agrees that the Arkansas SHPO may, at its discretion and without prior notice to the GRANTEE, convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.

J. This covenant is binding on the GRANTEE, its heirs, successors, and assigns in perpetuity unless explicitly waived by the Arkansas SHPO. 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 Property containing the Archeological Sites or any part thereof.

K. The failure of the Arkansas SHPO 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.

L. This covenant shall be a binding servitude upon the real property that includes an Archeological Site(s) 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 and agrees to the rights granted to the Arkansas SHPO hereunder.

12. HISTORIC PRESERVATION COVENANT FOR HISTORICAL STRUCTURES

A. In consideration of the conveyance of the Property, located in the Counties of Sebastian and Crawford, State of Arkansas, which is more fully described in Exhibit A, the GRANTEE hereby covenants on behalf of itself, its heirs, successors and assigns at all times to the Arkansas State Historic Preservation Officer (the SHPO) to preserve and maintain the Stone Amphitheater (Survey #70) and the Officers' Club Bandstand and Dance Floor (Survey #69B) (hereinafter called "Historic Properties") 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 these Historic Properties eligible for inclusion in/or resulted in the inclusion of these Historic Properties in the National Register of Historic

Places. If the GRANTEE desires to deviate from these maintenance standards, the GRANTEE will notify and consult with the Arkansas SHPO in accordance with paragraphs B, C and D of this covenant.

B. The GRANTEE will notify the Arkansas SHPO in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting that would affect the integrity or appearance of the Historic Property. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the Historic Property.

C. Within thirty (30) calendar days of the appropriate Arkansas SHPO's receipt of notification provided by the GRANTEE pursuant to paragraph B of this covenant, the Arkansas SHPO 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 Arkansas SHPO before proceeding with the proposed undertaking.

If the Arkansas SHPO fails to respond to the GRANTEE 's written notice, as described in paragraph B, within thirty (30) calendar days of the Arkansas SHPO's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation with the Arkansas SHPO.

D. If the response provided to the GRANTEE by the Arkansas SHPO pursuant to paragraph C of this covenant requires consultation with the Arkansas SHPO, 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 Arkansas SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the GRANTEE.

E. The Arkansas SHPO shall be permitted at all reasonable times to inspect the Historic Properties 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 Arkansas SHPO may, following reasonable notice to the GRANTEE, institute suit to enjoin said violation or to require the restoration of the

Historic Properties. 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's fees.

G. In the event that a Historic Property is (i) substantially destroyed by fire or other casualty, or (ii) 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, the Owner shall notify the Arkansas SHPO in writing, requesting concurrence. Upon concurrence by the Arkansas SHPO, this covenant shall terminate. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the Arkansas SHPO, and record a duplicate original of said notice in the Sebastian County Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the Historic Property as to the facts set forth therein.

H. The GRANTEE agrees that the Arkansas SHPO may at its 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 Arkansas SHPO. 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 Historic Properties or any part thereof.

J. The failure of the Arkansas SHPO 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 the Historic Property 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 and agrees to the rights granted to the Arkansas SHPO hereunder.

13. NOTICE OF ENDANGERED SPECIES AND COVENANT

A. The GRANTEE is hereby informed and does acknowledge the presence of an endangered species, the American Burying Beetle (ABB) [Nicrophorus americanus], on the Property to be accepted.

B. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with the Endangered Species Act (ESA) of 1973, as amended, [16 U.S.C. §§ 1531-1544; 50 CFR Parts 17, 401-424, 450-453]. The ESA requires protection of threatened or endangered species by prohibiting activities and facilities that would have an adverse effect on them.

C. Section 9 of the ESA and federal regulation pursuant to section 4(d) of the ESA prohibit the take of endangered and threatened species, respectively without special exemption. Under the terms of Section 7(b)(4) and Section 7(o)(2), taking that is incidental to and not intended as part of the agency action is not considered to be prohibited taking under the ESA provided that such taking is in compliance with the terms and conditions of this incidental take statement.

D. Certain non-discretionary measures undertaken by the Department of the Army at Fort Chaffee (Army) become binding conditions upon GRANTEE for the exemption in Section 7(o)(2) to apply. Required consultation with the U.S. Fish and Wildlife Service (USFWS) has been completed. Based on the Biological Opinion issued in June, 1999 (Exhibit H), certain "reasonable and prudent measures" are necessary to minimize impacts of incidental take of ABB's in the EDC areas and must be incorporated as restrictions in the deed. Accordingly, the GRANTEE covenants that the following "reasonable and prudent measures" will be adhered to immediately upon transfer of property to protect the ABB and its habitat:

1. Undeveloped areas should not be cleared until construction is ready to commence. In addition, unnecessary clearing of trees or other vegetation during site preparation should be avoided.

2. Whenever possible, construction and other ground disturbance activities shall be conducted during the non-breeding season, October through April.

3. Because of the sensitivity of the ABB to chemical applications, the GRANTEE shall ensure that the use of pesticides and herbicides is limited. Only those pesticides and herbicides on the list approved by the USFWS shall be used.

4. When no longer in use, cells in the landfill should be closed, revegetated with native plants, and mowed no more than once a year.

E. The GRANTEE further agrees that it shall not permit the occupancy or use of any buildings, facilities, or structures on the Property without complying with the ESA, and all applicable federal, state, and local laws and regulations pertaining to endangered species.

F. Any questions concerning reasonable and prudent measures should be directed to the U.S. Fish and Wildlife Service, Arkansas Field Office; 1500 Museum Road, Suite 105; Conway, AR 72032, telephone 501-513-4477, or to its successor.

14. INCLUSION OF PROVISIONS

The GRANTEE, its successors and assigns, or any entity to whom the Property is transferred shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege or license.

15. AIR NAVIGATION RESTRICTION

The Fort Smith Municipal Airport is in close proximity of the subject Property. The Property lies within the area of protected airspace that normally extends for a five nautical mile radius around the airfield. Accordingly, in coordination with the Federal Aviation Administration (FAA), the GRANTEE covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

16. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE covenants for itself, its successors and assigns, that the GRANTEE, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

17. MODIFICATION OF RESTRICTIONS AND NOTIFICATIONS

1. Modification of Restrictions. The GRANTEE shall submit any requests to conduct such additional remediation necessary to allow for residential use of the ABS or to construct subsurface structures for human occupation, or for other modifications to restrictions to the GRANTOR with a copy to EPA and ADEQ (or successor), by first class mail, postage prepaid, addressed as follows:

a. to USACE U.S. Army Corps of Engineers
Real Estate Division
700 W. Capitol Ave.
Little Rock, Arkansas 72203

b. to EPA: EPA Region VI
Mail Code 6PDNB
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

c. to ADEQ: Environmental Clean-up Program
Arkansas Department of Environmental Quality
8001 National Drive
P.O. Box 8913
Little Rock, AR 72219-8913

18. TITLE 10 UNITED STATES SECTION 2662 REPORTING APPLICABILITY

This conveyance is not subject to the reporting requirement in 10 United States Code 2662.

19. 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 United States in violation of the Anti-Deficiency Act.

IN WITNESS WHEREOF and for the consideration and purposes herein, 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 15th day of November, 2000.

UNITED STATES OF AMERICA

By: Paul W. Johnson
Paul W. Johnson
Deputy Assistant Secretary of the Army (I&H)

0020 0020

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, 2002 do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, 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 15th day of November 2000, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Karen A. Cooper
Notary Public

KAREN A. COOPER NOTARY PUBLIC STATE OF VIRGINIA

The terms and conditions of this Quitclaim Deed are hereby accepted this 15th day of November 2000.

FT. CHAFFEE REDEVELOPMENT AUTHORITY

By: Linda E. Schmidt
Linda E. Schmidt
Chairman

By: Phillip G. Reeves
Phillip G. Reeves
Executive Director & CEO

I certify under penalty of perjury swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.
Ronald D. Hudson
Grantee or Grantee's Agent
U.S. Army Corps of Engineers, 700 W Capitol
Grantee's Address Little Rock, AR.

0020 0021

Exhibits:

Exhibit A: Legal Description-Phase 1, Economic Development Conveyance (EDC).
Exhibit B: Inventory List - Real Property - Phase 1, EDC.
Exhibit C: Map - Phase 1, Economic Development Conveyance.
Exhibit D-1: List - Existing Easements, Conditions, and Restrictions.
Exhibit D-2: Map - Arkansas Oklahoma Gas Corp. Natural Gas Distribution Lines.
Exhibit D-3: Map - Water Treatment and Distribution System Easements.
Exhibit D-4: Map - Sanitary Sewer collection and Treatment System Easements.
Exhibit D-5: Map - U.S. Army Corps of Engineers Flowage Easements.
Exhibit D-6: Map - Electric Transmission & Distribution Line Easements.
Exhibit D-7: Map - Telephone Service and Fiber Optic Line Easements.
Exhibit D-8: Map - Railroad and Highway R-O-W Easements.
Exhibit D-9: Map - Army Retained Property Reserved Access Easements.
Exhibit D-10: Map - Gas Well, Collector Lines, Transmission Lines Easements.
Exhibit D-11: Map - Landfill Borrow Area (3-year) Reserved Easement.
Exhibit E: Table - Notice of Petroleum Product Storage, Release or Disposal.
Exhibit F-1: Finding of Suitability to Transfer 1 (FOST 1).
Exhibit F-2: Finding of Suitability to Transfer 2 (FOST 2).
Exhibit G: Programmatic Agreement.
Exhibit H: Biological Opinion.

Fort Chaffee
Military Reservation
Base Realignment & Closure

Sebastian & Crawford County, Arkansas
Owner: United States
Acres: Fee – 3,792.66

Parcel No. G-1
(Economic Development Conveyance #1)

A tract of land situate in the County of Sebastian, State of Arkansas, being that part of the NE¼, the SE¼ and the W½ of Section 3, the S¾ of Section 4, the S¾ of Section 5, the S½ and part of the NE¼ of Section 6, all that part of Section 7, the N½, the SW¼ the W½ and the N½ of the SE¼ of Section 8, all of Section 9, part of the W½ of the W½ and the N½ of the N½ of Section 10, all that part of Section 18, except the W½ of the SW¼, part of the W½ of the SW¼, part of the NW¼ and part of NW¼ of the NE¼ of Section 17, part of the N½ of the NE¼ of Section 16, part of the W½ of the NW¼ of the NW¼ of Section 16, part of the NE¼ of Section 19, all in Township7 North, Range 31 West, that part of the SE¼ of the SE¼ of Section 1, that part of the N½ and the E½ of the E½ of Section 12, that part of the SE¼ of Section 13, all in Township 7 North, Range 32 West, all that part of Section 34, all that part of the W½ and that part of the W½ of the NE¼, that part of the N¾ of the SE¼ of Fractional Section 35, that part of the N½ of the SW¼ of Section 36, Township 8 North, Range 31 West being more particularly described as follows:

Beginning 200 feet north of Fort Chaffee Boundary Monument No.-181, (F.C. Bdy. MN- 181) said point being F.C. Bdy MN-382, and point of beginning lying in the NW¼ of Section 19, Township 7 North, Range 31 West; thence N01°16'48"E approximately 2467.29 feet to F.C. BDY MN-180, said point also being the S¼ corner of Section 18; thence N88°35'48"W approximately 1292.65 feet to F.C. Bdy MN-179; thence N02°48'56"E approximately 2641.92 feet to F.C. Bdy MN-178; thence N87°30'46"W approximately 1870.74 feet to F.C. Bdy MN-177, said point being the W¼ corner of said Section 18; thence N03°24'12"E approximately 54.12 feet to F.C. Bdy MN-176, said point being the E¼ corner of Section 13, Township 7 North, Range 32 West; thence N87°33'28"W approximately 2628.35 feet to F.C. Bdy MN-175, said monument lying approximately 2 feet west of the center of said Section 13; thence N02°54'20"E approximately 673.74 feet to a point on the common property line between the City of Fort Smith Sanitary Landfill and Fort Chaffee Military Reservation Boundary, said point being labeled LF05=FSCLF-368; thence along said common property line the following courses and distances: N48°20'10"E approximately 1295.12 feet to a point; thence S87°03'59"E approximately 655.59 feet to LF02=FSCLF-366, said point being approximately 25 feet west of the centerline of an existing road; thence along the road right-of-way the following courses and distances: N19°17'07"W approximately 70.87 feet to a point; thence N01°57'54'W approximately 109.15 feet to a point; thence N11°24'34"E approximately 205.54 feet to a point; thence N19°22'05"E approximately 157.70 feet to a point; thence N27°35'03"E approximately 214.81 feet to a point; thence N26°04'17"E approximately 51.91 feet to a point; thence N10°02'11"E approximately 99.00 feet to a point; thence N06°36'27"W approximately 215.11 feet to a point; thence N01°56'08"W approximately 107.67 feet to a point;

continued
EXHIBIT "A"

thence N07°18'34"E approximately 109.42 feet to a point; thence N20°46'09"E approximately 373.35 feet to a point; thence N27°25'36"E approximately 214.06 feet to a point; thence N35°19'03"E approximately 157.46 feet to a point; thence N42°08'56"E approximately 362.80 feet to a point; thence N57°14'10"E approximately 159.90 feet to a point; thence N60°35'17"E approximately 102.30 feet to a point; thence N50°48'06"E approximately 113.92 feet to Monument Number LF01=FSCLF-349; thence leaving said road right-of-way N41°14'00"W approximately 1737.56 feet to a point; thence N02°54'16"E approximately 508.29 feet to a point; thence N69°14'09"W approximately 1249.23 feet to a point; thence S43°03'16"W approximately 1026.37 feet to a point; thence N87°02'30"W approximately 2088.72 feet to Monument Number LF04=FSCLF-344; thence N02°47'29"E approximately 2558.61 feet to F.C. Bdy M.N.-171, also being the northwest corner of Section 12, Township 7 North, Range 32 West, said point being the southwest corner of Ben Guren Park; thence along said common property line between Ben Guren Park and Fort Chaffee Military Reservation Boundary the following courses and distances: S87°24'28"E approximately 4459.10 feet to Monument Number B.G.-03; thence N33°53'31"E approximately 3030.38 feet to Monument Number B.G.-02; thence S87°24'15"E approximately 2349.94 feet to Monument Number B.G.-01, said point also being the approximate center of Section 6, Township 7 North, Range 31 West; thence N02°31'56"E approximately 1661.39 feet to a point of intersection with Ben Guren Park, Arkansas National Guard Boundary and Fort Chaffee Military Reservation Boundary; thence S82°41'04"E approximately 375.00 feet to a point; thence N02°28'45"E approximately 560.00 feet to a point on the south right-of-way of Arkansas State Highway 255; thence along said south right-of-way the following courses and distances: S76°20'48"E approximately 72.91 feet to a point; thence S77°21'19"E approximately 215.81 feet to a point; thence along a curve to the left radius = 5701.39 approximately 812.85 feet to a point; the chord bearing and distance S81°58'12"E approximately 812.16 feet; thence S85°39'02"E approximately 285.98 feet to a point; thence S85°44'59"E approximately 734.55 feet to a point; thence S85°45'45"E approximately 465.46 feet to a point; thence S85°47'27"E approximately 458.72 feet to a point; thence S85°50'07"E approximately 752.97 feet to a point; thence S85°47'52"E approximately 409.90 feet to a point; thence S85°44'43"E approximately 368.14 feet to a point; thence along a curve to the left radius of 10,181.75 approximately 592.33 feet to a point; the chord bearing and distance being S88°32'20"E approximately 592.24 feet; thence N87°55'32"E approximately 267.26 feet to a point; thence N87°53'53"E approximately 432.48 feet to a point; thence N87°39'35"E approximately 695.35 feet to a point; thence N87°19'51"E approximately 601.95 feet to a point; thence N86°27'01"E approximately 409.07 feet to a point, said point being on the north south line between Sections 4 and 5, Township 7 North, Range 31 West; thence leaving said road right-of-way S02°30'59"W approximately 906.88 feet to F.C. Bdy. -164; thence S87°10'09"E approximately 2690.71 feet to F.C.Bdy.-163; thence N02°39'08"E approximately 1045.98

continued

feet to F.C. Bdy. MN-162, said point lying on existing Missouri Pacific Railroad south right-of-way and the north south line of said Section 4; thence along said south right-of-way of Missouri Pacific Railroad the following courses and distances: S67°27'34"E approximately 19.55 feet to a point; thence S71°50'18"E approximately 812.39 feet to F.C. Bdy. MN-161F; thence S82°29'37"E approximately 518.47 feet to F.C. Bdy. MN-161E; thence S72°22'14"E approximately 1020.08 feet to F.C. Bdy. MN-161C; thence S73°43'59"E approximately 372.72 feet to F.C. Bdy. MN-161B, also being the intersection of the west line of said Section 3 and the Fort Chaffee Military Reservation Boundary, Township 7 North, Range 31 West; thence along said west line, N02°45'06"E approximately 1387.69 feet to a F.C. Bdy. 160, said point also being the northwest corner of said Section 3; thence S86°18'32"E approximately 24.00 feet to a point, said point being the southwest corner of Section 34, Township 8 North, Range 31 West, also being F.C. Bdy. 159 = Monument No. A3-1; thence north along said Fort Chaffee Military Reservation line and also being the west boundary of Arkansas State Highway 59, N02°11'13"E approximately 2657.17 feet to Monument No. A3-6 said point also being the W¼ corner of Section 33; thence N02°43'32"E approximately 2657.67 feet to Monument No. A3-10, also being the northeast corner of said Section 33; thence leaving said east line of Section 33, S87°20'31"E along the south boundary line of Springhill Park approximately 5,280.09 feet to P.O.T.– 8 = P.O.T.-K also, being the approximate northeast corner of Section 34, Township 8 North, Range 31 West; thence continuing along said common property line of Springhill Park and Fort Chaffee Military Reservation line S86°40'07"E approximately 4,043.35 feet to F.C. Bdy MN-318; thence leaving said south property line of Springhill Park S04°17'29"W approximately 2701.28 feet to F.C. Bdy MN-318-C-1r; thence S86°59'43"E approximately 2819.50 feet to F.C. Bdy. M.N. 318-C-2-r; thence S01°17'37"E approximately 508.38 feet to F.C.Bdy M.N. 318-C-3; thence S87°00'58"W approximately 260.57 feet to F.C.Bdy. M.N. 318-C-4; thence S36°23'53"W approximately 1122.87 feet to F.C.Bdy. M.N. 318-C-5; thence N81°08'01"W approximately 973.83 feet to F.C.Bdy. M.N. 318-C-6; thence S71°21'10"W approximately 1364.97 feet to F.C.Bdy. M.N. 318-C-7; thence S52°35'04"W approximately 1397.98 feet to F.C.Bdy. M.N. 318-C-8; thence N88°32'28"W approximately 1346.13 feet F.C.Bdy. M.N. 318-C-9; thence N02°58'43"E approximately 159.50 feet to F.C. Bdy. M.N. 318-C-10; thence along the south right-of-way of an existing gravel road N87°28'46"W approximately 2266.32 to F.C. Bdy. M.N.-324; thence S53°07'57"W approximately 517.21 feet to F.C. Bdy.M.N.-324-A; thence S53°07'30"W approximately 515.15 to F.C. Bdy. 324-B; thence S53°07'44"W approximately 1038.04 feet to F.C. Bdy 325; thence S04°35'03"W approximately 348.73 to F.C. Bdy. M.N.-326; thence S22°48'39"E approximately 457.62 feet to F.C. Bdy. M.N.-327; thence S75°22'41"E approximately 2106.79 feet to F.C. Bdy. M.N.-328; thence S13°03'07"W approximately 159.18 feet to F.C. Bdy. M.N.-329; thence S13°03'05"W approximately 69.61 feet to F.C. Bdy. 330; thence S04°24'15"W

continued

approximately 528.11 feet to F.C. Bdy. M.N.-331; thence S12°43'39"W approximately 646.33 feet to F.C. Bdy. M.N.-332; thence S13°09'22"W approximately 1039.43 feet to F.C. Bdy. M.N.-333; thence S20°31'03"W approximately 652.80 feet to F.C. Bdy 334; thence S20°34'17"W approximately 364.80 feet to F.C. Bdy. M.N.-335; thence S15°16'18"W approximately 344.53 feet to F.C. Bdy. M.N.-336; thence N77°11'12"W approximately 143.81 feet to F.C. Bdy. M.N.-337; thence N70°05'39"W approximately 436.58 feet to F.C. Bdy. M.N.-338; thence N77°44'57"W approximately 493.52 feet to F.C. Bdy. M.N.-339; thence N78°21'15"W approximately 306.39 feet to F.C. Bdy. M.N.-340; thence N77°46'24"W approximately 873.65 feet to F.C. Bdy. M.N.-341; thence N12°25'45"E approximately 84.59 feet to F.C. Bdy. M.N.-342; thence N77°40'12"W approximately 307.36 feet to F.C. Bdy. M.N.-450; thence S69°57'38"W approximately 799.16 feet to F.C. Bdy. M.N.-451; thence S54°38'23"W approximately 199.96 feet to F.C. Bdy. M.N.-452; thence S19°53'57"W approximately 2160.04 feet to F.C. Bdy M.N.-453; thence S02°54'26"W approximately 1513.76 feet to F.C. Bdy. M.N.-454; thence N87°10'46"W approximately 24.98 feet to F.C. Bdy. M.N.-455; thence S03°21'20"W approximately 231.77 feet to F.C. Bdy. M.N.-456; thence S86°05'25"E approximately 24.96 feet to F.C. Bdy. M.N.-457; thence S03°54'53"W approximately 275.46 feet to F.C. Bdy. M.N.-458, lying on the south right-of-way of 35th Street; thence S86°57'34"E approximately 297.55 feet to F.C. Bdy. M.N.-459; thence S03°15'52"W along the west right-of-way of Hospital Street approximately 1458.56 feet to F.C. Bdy. M.N.-410-1, said point being on the north right-of-way of Arkansas Boulevard; thence N86°42'21"W along said north right-of-way of Arkansas Boulevard approximately 2407.41 feet to F.C. Bdy. MN-411; thence leaving said north right-of-way of Arkansas Blvd. N03°41'38"E approximately 1456.74 feet to F.C. Bdy. M.N.-500, said point being on the south right-of-way of 35th Street; thence along the south right-of-way of said 35th Street N86°42'40"W approximately 1834.32 feet to F.C. Bdy. M.N.-501, also being a Tank Trail Easement No.1, (T.T. ESMT #1); thence along the south line of said T.T. ESMT. N86°54'24"W approximately 199.88 feet to F.C. Bdy. M.N.-502, also being T.T. ESMT. #2; thence leaving said Tank Trail Easement N84°52'33"W approximately 422.10 feet to F.C. Bdy. M.N.-503; thence along the south right-of-way of Custer Blvd. N78°18'28"W approximately 2214.14 feet to F.C. Bdy. MN-380; thence S37°33'52"W approximately 632.51 feet to F.C. Bdy. M.N, 380-B; thence S37°31'56"W approximately 657.70 feet to F.C. Bdy. M.N. 380-C; thence S37°34'02"W approximately 1683.91 feet to F.C. Bdy. M.N.-381; thence S40°40'21"W approximately 7831.55 feet to F.C. Bdy. M.N.-382 said point being the point of beginning and containing 3,434.78 acres, more or less. Bearing are Arkansas Coordinate System Grid Bearings, North Zone, North American Datum of 1983. Distances are Arkansas Coordinate System Grid Distances (Combined Grid Factor = 0.9999320), North Zone, North American Datum of 1983, using the U.S. Survey foot less and except the following tracts:

Less and Except Darby U.S. Army Reserve Center 5.68 acres more or less.

continued

AND ALSO,

Exceptions to Parcel No. G-1
Ft. Chaffee Military Reservation Excess Area
Army Reserve E.C.S.-15

Parcel "C"
A Portion Of Tract Nos. 180, 190, 191, 192, 196

Being part of the NW¼ of the NW¼, part of the NE¼ of the NW¼, part of the SE¼ of the NW¼, part of the SW¼ of the NW¼ and the NW¼ of the NE¼, all in Section 9, Township 7 North, Range 31 West, all in Sebastian County, Arkansas, and being more specifically described as follows:

Commencing at the corner common to Sections 4, 5, 8 and 9, said Township 7 North, Range 31 West, as marked by an aluminum cap marked RLS #883; thence S87°19'11"E 2869.34 feet to a point; thence S02°40'49"W 984.86 feet to the U.S. Army Corps of Engineers Bronze Cap, Monument Number A.R. BDY-1, (U.S.A.C.O.E. BRZ. CP) Monument Number A.R. BDY-1 and the point of beginning; thence N46°50'09"W 390.24 feet to (U.S.A.C.O.E. BRZ. CP) Monument Number A.R. BDY-1A; thence N46°50'09"W 390.63 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-2; thence S44°05'10"W 401.75 feet to (U.S.A.C.O.E. BRZ. CP-) Monument Number A.R. BDY-3; thence N58°02'19"W 318.42 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-4; thence N45°47'56"W 287.18 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-5; thence S50°43'28"W 862.40 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-6; thence S37°39'45"W 485.94 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-7; thence S58°52'35"E 375.61 feet to (U.S.A.C.O.E. BRZ. CP-) Monument Number A.R. BDY-8; thence S75°26'46"E 159.08 feet to A.R. BDY-9; thence S89°17'53"E 500.00 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-9A; thence continue S89°17'53"E 597.51 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-10; thence S88°06'30"E 89.21 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R.BDY-11; thence N11°13'38"E 73.70 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-12; thence N31°14'06"E 47.52 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-13; thence S80°00'16"E 44.82 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-14; thence S46°20'30"E 105.85 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-15; thence N43°28'47"E 129.38 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-16; thence N46°51'23"W 43.89 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-17; thence N44°00'46"E 519.39 feet to (U.S.A.C.O.E. BRZ CP) Monument Number A.R. BDY-18; thence N53°13'03"E 62.32 feet to the point of beginning and containing 39.32 acres more or less, all of which was previously acquired in Tract Nos. 180, 0.94 acres, 190, 6.70 acres, 191, 21.59 acres, 192, 6.23 acres, and 196, 3.86 acres. Bearings are Arkansas Coordinate System Grid Bearings, north zone, North American Datum of 1983, distances are Arkansas Coordinate System Grid Distances (combined grid factor equals 0.999947), north zone, North American Datum of 1983 using U.S. Survey Foot.

continued

0020 00 7

AND ALSO,

Exception to Parcel No.G-1
Ft. Chaffee Military Reservation
National Guard Repair Shop

Parcel "F"
(National Guard Repair Shop)

Being part of the NE¼ of the NW¼, the NW¼ of NE¼, the SE¼ of the NW¼, SW¼ of the NE¼ and the NE¼ of the SW¼ all in Section 9, Township 7 North, Range 31 West, all in Sebastian County, Arkansas, and being more specifically described as follows:

Commencing at the corner common to Sections 9, 10, 15 and 16, said Township 7 North, Range 31 West, as marked by an aluminum cap marked RLS #883; thence N87°12'02"W 3631.21 feet to a point; thence N02°49'28"E 2282.10 feet to the U.S. Army Corps of Engineers Bronze Cap, (U.S.A.C.O.E. BRZ. CP) Monument Number F.C. BDY- 505 = TT ESMT 10 and the point of beginning; thence S45°57'29"E 87.75 feet to (U.S.A.C.O.E. BRZ. CP) Monument Number F.C. BDY-506; thence N44°04'22"E 291.29 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-507; thence N45°56'25"W 89.89 feet to (U.S.A.C.O.E. BRZ. CP) Monument Number F.C. BDY-508; thence N44°04'52"E 517.67 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-508-A; thence continue N44°04'52"E 517.82 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-509; thence S75°36'23"E 129.54 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-510; thence S54°11'10"E 203.48 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-511; thence N44°34'02"E 287.10 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-512; thence N65°19'36"E 417.42 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-513; thence N83°10'52"E 122.87 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-514; thence S52°27'00"E 136.57 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-515; thence N41°06'46"E 92.79 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-516; thence N45°46'45"W 335.82 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-516-A; thence continue N45°46'45"W 411.08 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-517; thence N43°56'27"E 469.74 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-518; thence N45°51'17"W 225.26 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-519; thence S44°11'25"W 466.04 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-520; thence N44°45'06"W 168.40 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-521 = A.R. BDY 1; thence S53°13'03"W 62.32 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-522 = A.R. BDY 18; thence S44°00'46"W 519.39 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-523 = A.R. BDY 17; thence S46°51'23"E 43.89 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-524 = A.R. BDY 16; thence S43°28'47"W 129.38 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-525 = A.R. BDY 15; thence N46°20'30"W 105.85 feet to

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Exception to Parcel No. G-1
Fort Chaffee Military Reservation
National Guard Repair Shop (continued)

(U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-526 = A.R. BDY 14; thence N80°00'16"W 44.82 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-527 = A.R. BDY 13; thence S31°14'06"W 47.52 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-528 = A.R. BDY 12; thence S11°13'38"W 73.70 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-529 = A.R. BDY 11; thence N88°06'30"W 89.22 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-530 = A.R. BDY 10; thence S8°29'23"W 240.62 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-531; thence S44°02'11"W 604.90 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-531-A; thence continue S44°02'11"W 604.85 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-532; thence S45°54'50"E 250.35 feet to (U.S.A.C.O.E. BRZ CP) Monument Number F.C. BDY-533 = TT ESMT 11; thence S45°54'02"E 200.00 feet to the point of beginning and containing 36.45 acres, all of which was previously acquired in Tract Nos. 180 (17.10 acres),182 (0.04 acre), 189 (0.23 acre), 190 (15.57 acres), 191 (0.15 acre) and 196 (3.36 acres). Arkansas Coordinate System Grid Bearings, north zone, North American Datum of 1983, distances are Arkansas Coordinate System Grid Distances (combined grid factor equals 0.999775), north zone, North American Datum of 1983 using U.S. Survey Foot.

AND ALSO,

Exception to Parcel No. G-1
Fort Chaffee Military Reservation
City of Fort Smith Sanitary Landfill - Phase III

City of Fort Smith Sanitary Landfill - Phase III
(Fort Chaffee Military Reservation)

Revised November 12,1999

A part of the East Half (E½) of Section12, and a part of the Northeast Quarter (NE¼) of Section 13, Township 7 North, Range 32 West, a part of the West Half (W½) of Section 7, and a part of the Northwest Quarter (NW¼) of Section 18, Township 7 North, Range 31 West, Sebastian County, Arkansas. More particularly described as follow:

Commencing at the Northwest (NW) corner of said Section 13; thence Southerly 660 feet more or less along the West line of said Section 13 to the South boundary of the City of Fort Smith Landfill - Phase II; thence Easterly along said South boundary 2620 feet more or less to the West line of said NE¼ of said Section 13; thence Southerly along said South boundary and along said West line 1320 feet more or less to the Southern most point of said South boundary and the Point of Beginning, said point also being on the Easterly boundary of the City of Fort Smith Sanitary Landfill - Phase II; thence N48°20'10"E,

continued

1295.12 feet along said boundary; thence S87°03'59"E, 655.60 feet along said boundary; thence N19°17'07"W, 70.87 feet along said boundary; thence N01°57'55"W, 109.15 feet along said boundary; thence N11°24'34"E, 205.54 feet along, said boundary; thence N19°22'06"E, 157.73 feet along said boundary; thence N27°35'04"E, 214.81 feet along said boundary; thence N26°'04'17"E, 51.91 feet along said boundary; thence N10°02'11"E, 99.04 feet along said boundary; thence N06°36'27"W, 215.11 feet along said boundary; thence N01°56'09"W, 107.67 feet along said boundary; thence N07°08'34"E, 109.42 feet along said boundary; thence N20°46'09"E. 373.35 feet along said boundary; thence N27°25'37"E, 214.06 feet along said boundary; thence N35°19'03"E, 157.46 feet along said boundary; thence N42°08'56"E, 362.80 feet along said boundary; thence N57°14'10"E, 159.89 feet along said boundary; thence N60°35'17"E", 102.30 feet along said boundary; thence N50°48'07E, 113.92 feet along said boundary; thence N41°14'00"W, 1737.56 feet along said boundary; thence N02°16'54"W, 508.29 feet along said boundary; thence N69°14'09"W, 1095.41 feet along said boundary to the proposed South right of way of Planter Road; thence N69°42'13"E, 2059.91 feet along said right of way; thence N80°03'44"E, 912.34 feet along said right of way: thence N87°19'03"E, 290.53 feet along said right of way: thence S25°57'49"E, 2250.89 feet; thence S76°51'52"W, 513.95 feet; thence S71°23'41"W, 370.00 feet; thence S41°52'34"W, 715.00 feet; thence S52°38'33"W, 1335.00 feet; thence S27°03'37"W, 640.00 feet; thence S66°46'38"E, 650.00 feet; thence N59°53'13"E, 760.00 feet; thence S68°36'50"E, 1200.00 feet; thence S56°35'28"E, 980.00 feet; thence S02°08'47"W, 950.88 feet; thence S33°42'46"W, 1180.24 feet; thence S02°33'42"W, 242.28 feet; thence N85°53'39"W, 2179.05 feet; thence N88°21'20"W, 2320 feet more or less to a point on the west line of said NE¼ of Section 13, said point being 50.00 feet north of the SW corner thereof; thence Northerly, 624 feet more or less along said West line to the Point of Beginning. Containing 412.30 acres more or less.

AND ALSO,

Exception of Parcel No. G-1
LOT #15
Ben Geren Park Expansion
Arkansas Game and Fish Commission

Lot #15
(LEGAL DESCRIPTI0N)

A tract of land situated in the Northeast Quarter and the Southeast Quarter of Section Seven, Township Seven North, Range Thirty-one West of the Fifth Principal Meridian (NE¼ & SE¼ Section 7, T-7-N, R-31-W 5th P.M.), located in Sebastian County.Arkansas, being more particularly described as follows:

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