



THE MEMPHIS DEPOT
TENNESSEE

ADMINISTRATIVE RECORD
COVER SHEET

AR File Number 635



DEPARTMENT OF THE ARMY
HEADQUARTERS, U.S. ARMY MATERIEL COMMAND
5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333-0001

REPLY TO
ATTENTION OF

27 SEP 2001

AMCIS-R

MEMORANDUM THRU Commander, U.S. Army Engineers Division, South Atlantic
(CESAD-ET-R), Room 9N15, 60 Forsyth Street, S.W., Atlanta, GA 30303-8801

FOR Commander, U.S. Army Corps of Engineer, Mobile District (CESAM-RE-MM),
P.O. Box 2288, Mobile, AL 36628-0001

SUBJECT: Base Realignment and Closure (BRAC) Disposal Support Package-2 (BDSP-2) and
Finding of Suitability to Transfer (FOST-2) for Transfer of Property at Defense Distribution Depot
Memphis, Tennessee (DDMT)

1. References:

- a. Memorandum, DDSP-F, 23 July 01, subject: FOST #2 (Parcel #1).
- b. Approved Memorandum of Agreement (MOA) among U.S. Army, Tennessee State Historic
Preservation Officer, and Advisory Council on Historic Preservation, dated 12 Jun 98.
2. Enclosed for your action is a copy of the BDSP-2, FOST-2 and Record of Non-Applicability
Concerning the General Conformity Rule (RONA) for the transfer of approximately 15.55 acres that
include seven (7) buildings at DDMT.
3. Request a deed be executed in accordance with the enclosed approved documents.
4. Points of contact for this action are Mr. John Farrar, AMCIS-R, commercial (703) 617-0726,
DSN 767-0726, and Mr. Joe Goetz, AMCIS-R, commercial (703) 617-9282, DSN 767-9282.
5. AMC -- Army READINESS Command . . . Supporting Every soldier Every Day.

FOR THE COMMANDER:

Encls
as

Christopher J. Young
CHRISTOPHER J. YOUNG
COL, GS
Deputy Chief of Staff
for Installations

AMCIS-R

SUBJECT: Base Realignment and Closure (BRAC) Disposal Support Package-2 (BDSP-2) and
Finding of Suitability to Transfer (FOST-2) for Transfer of Property at Defense Distribution Depot
Memphis, Tennessee (DDMT)

CF: (wo/encls)

Assistant Chief of Staff for Installation Management (DAIM-BO), 600 Army Pentagon, Washington,
D.C. 20310-0600

Headquarters, U.S. Army Corps of Engineers (CERE-C), 441 G Street, NW, Washington, D.C.
20314-1000

Headquarters, Defense Logistics Agency Support Services (DSS-IM), 8725 John J. Kingman Road,
Suite # 2533, Fort Belvoir, VA 22060-6221

Commander, Defense Memphis Depot Caretaker (DDSP-BTCO), 2163 Airways Boulevard,
Memphis, TN 38114-5210

DISPOSAL SUPPORT PACKAGE CHECKLIST

(Installation Defense Distribution Depot Memphis, Tennessee)

Terms used herein may be found in ER 405-1-12, The Real Estate Handbook, Chapter 11 (Disposal).

I. DEED ADMINISTRATION:

Transferee: Mr. Jim Covington Depot Redevelopment Corporation 2163 Airways Blvd., Building 144 Memphis, TN 38114-5210 (901) 942-4939	Other involved parties: Ms. Agnes Martin, Supervisor of Real Estate City of Memphis 125 North Main, Room 568 Memphis, TN 38103 (901) 576-6332
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Major Mark Collins Memphis Police Department Administration 201 Poplar Avenue, Room 1212A Memphis, TN 38103 (901) 545-5713
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II. PROPERTY INFORMATION:

1. General property identification. Refer to the map(s) attached to the Finding of Suitability to Transfer (FOST) showing the nearest project or installation boundary.

Parcel 1

Bounded on east by Airways Boulevard and the installation fence line east of Zero Street.
Bounded on south by the installation fence line north of J Street.
Bounded on west by the installation fence line east of 1st Street.
Bounded on north by the installation fence line south of C Street.

2. Acreage:

15.55 acres

3. General character of the property (short description of the uses of the property; i.e., industrial, residential, warehouse, etc.):

Administrative and parking for employee vehicles.

4. Are Government buildings and improvements included in the area?

No

Yes. If yes, identify and describe all buildings, facilities and improvements, e.g. Identification Nos , square footage of building, condition, existing or preceding building use:

Sentry Station Building 1 = 500sq. ft. Good condition. Administrative.
Sentry Station Building 2 = 500sq. ft. Good condition. Administrative.
Waiting Shelter Building 129 = 150sq. ft. Good Condition. Administrative.
Waiting Shelter Building 139 = 150sq. ft. Good condition Administrative
Administrative Building 144 = 101,270sq. ft. Good condition Administrative.

Security Building 145 = 860sq. ft. Good condition Administrative.
 Waiting Shelter Building 155 (demolished in 1999) = 150sq ft Demolished Administrative.
 Two parking lots, Flagpole (Building 143). Switch station building (Building 147), Antenna tower (Building 146) = 152 sq ft Good condition Good condition Automobile parking and administrative

5. United States property interest, if multiple interests exist, identify various areas on map described in paragraph II.1.:

- Fee simple title
- Easement
- In-lease
- Reversionary interest
- Any restrictions or conditions on title. Explain:

6. Army interest:

- Direct control
- Permit from a Federal Agency
- Withdrawn from the public domain. (Attach information required by Appendix E of Chapter 11, ER 404-1-12, Notice of Relinquishment)

7 Type of jurisdiction:

- Exclusive Federal Jurisdiction
- Concurrent Federal Jurisdiction
- Proprietary status

8. If Property is to be transferred to another Federal Agency and Federal jurisdiction is other than proprietary, is jurisdiction to be retroceded?

- Yes. Describe action. If a retrocession action is pending, identify the status of that effort
- No

9 Is there a post cemetery(s) located on the property?

- No
- Yes Attach summary of post cemetery record Explain proposed disposition plan for cemetery(s).

10 Is it eligible for transfer to the Veterans Affairs?

- No.
- Yes. Describe.

11 Does the area contain a private cemetery or burial plot?

- No.
- Yes Attach data on location and ownership, including specific information on outstanding rights Describe any special restrictions or issues.

III. OPERATIONAL FACTORS:

1. Are utilities, e.g. electricity, natural gas/propane/heating oil, potable water, wastewater treatment, telephone, cable TV, etc , available from public or private utility companies?

- No
- Yes If yes, identify the type, quantity, and provider of such services.

Memphis Light, Gas and Water provides electricity, natural gas and potable water. City of Memphis Public Works Division provides wastewater treatment. Bell South and many other companies provide telephone service.

Time Warner Cable provides cable TV

2. Will the Army be providing utilities or services on a reimbursable basis?

No

Yes. If yes, identify the instrument used to establish the terms under which such services will be provided and the type, quantity, and consideration:

3. Is the utility distribution system being disposed of?

No.

Yes. Define what utilities are being disposed of and specify any permits to be transferred:

4. Are sewage treatment, power generating, or water treatment facilities being disposed of?

No.

Yes. Describe systems and their condition, including whether the facilities were built to Army standards or do they meet standards for public/private operation? Specify any permits to be transferred.

5. Will the transfer affect the operation of the remaining installation or the BRAC Implementation Plan?

No

Yes. Explain any operational issues including the proposed resolution:

6. The following site-specific recommendations are made as to limitations, restrictions, or conditions to be included in the deed to make the proposed use compatible with the property being retained by the Federal Government or with the disposal of remaining excessed property:

NA

7. Non-Environmental Safety Issues and Concerns, if any:

NA

8. Airfields and Airspace

a. Does the airspace over or near the property or military installation need to be protected?

No

Yes. If yes, describe deed restrictions: Height limitations on any new structures to ensure protection of primary take off and landing flight paths of Memphis International Airport

b. Will the deed for the property require the notification of the FAA?

No

Yes. Explain who will notify FAA and when:

9. Easements.

a. Will the Army need to reserve any easement (Reserved Easement) over the property being conveyed for the benefit of the Army or any other party?

No

Yes. Generally describe each such easement:

b. Will the Army need to grant any easement over property adjoining the property being conveyed that will be needed by the transferee (Appurtenant Easements) for its use of the property, such as a right of way to the property being conveyed?

[X] No

[] Yes Generally describe each such easement

10 REMARKS Include any legal, policy, or mission factors you are aware of which may affect the proposed use of the property or require special provisions in the transfer documents:

NA

IV. ENVIRONMENTAL CONSIDERATIONS:

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS: The requirements under NEPA for the proposed disposal action have been met as follows:

a. Environmental impact of action:

[X] The environmental impact of this action is considered to be minimal or insignificant. The Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) is

[X] On file at HQDA Environmental Assessment for BRAC 95 Disposal and Reuse of Defense Distribution Depot Memphis, Tennessee, February 1998

[] Attached (if not on file at HQDA in sufficient copies).

[] The environmental impact of this action has been considered An Environmental Impact Statement (EIS), or supplement thereto, along with the Record of Decision (ROD) is:

[] On file at HQDA (Identify title and date)

[] Attached (if not on file at HQDA in sufficient copies).

[] This action is categorically excluded. Attach Record of Consideration:

b. Identify mitigation actions which are required, costs, and responsible party for the mitigation associated with this transaction (specifically identify any mitigation provisions that must be included in the deed)

NA

c. If the EIS or EA covers more than the proposed disposal action, explain how and where the disposal action is analyzed and considered in the NEPA documentation:

NA

2 COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) and the ENVIRONMENTAL BASELINE STUDY (EBS):

[X] An EBS has been conducted and no hazardous, toxic, radiological waste (HTRW) substances were identified as released, stored, or disposed on the property in the threshold quantities. Provide date of EBS on file at HQDA: November 5, 1996.

[] An EBS has been conducted which indicates HTRW substances were released, stored, or disposed on the property in the threshold quantities Hazardous storage, disposal, or release notification must be included in the deed (reference 40 CFR Part 373) and attached to the FOST/ECOP. A copy of the EBS containing the details is on file at HQDA Choose one.

All remedial actions have been completed so that the property is considered safe for unrestricted use. Describe any continuing operation and maintenance of installed remedial systems and necessary access rights: NA

Remedial actions have been completed allowing for use of the property, subject to restrictions on use or institutional controls to be included in the deed. The substantive requirements for the required use restrictions are set forth in the FOST/ECOP. The nature of the required use restrictions, including any required monitoring or enforcement actions, is summarized below with specific reference to the applicable portion of the FOST/ECOP:

Remedial actions have not been completed, but will be addressed in accordance with the attached FOSET:

3. REAL PROPERTY CONTAINING ORDNANCE AND EXPLOSIVES (OE).

a. Does the property contain OE?

No. Submit basis for the answer. Findings of Ordnance and Explosive Waste/Chemical Warfare Materiel Archive Search Report prepared by the U.S. Army Corps of Engineers, St. Louis Division, January 1995.

Yes. If yes, has a Plan to clean up the property been submitted through the Major Army Command and the U.S. Army Technical Center for Explosives Safety to the Department of Defense Explosives Safety Board (DDESB) for approval before cleanup and transfer?

No

Yes. If yes, has the OE been removed (to a degree compatible with the use of the property) prior to transfer?

Yes.

No. Provide date when property will be cleared

b. Will access rights to implement any monitoring plan or use restrictions be required?

No.

Yes. Describe (Set out proposed language to be inserted in deed)

4 WASTE DISPOSAL (The Solid Waste Recovery Act, as amended; Resource Conservation and Recovery Act (RCRA))

a. Waste treatment facilities, landfills, or other waste disposal sites

Are located on the site.

Are not located on the site

b. Identify sites. Are sites noted on the site map? Are the sites active? Do they have appropriate RCRA permits? Explain.

NA

5 UNDERGROUND/ABOVE GROUND STORAGE TANKS

a. Are there underground storage tanks (USTs) on the property?

No. Never present

No. USTs have been removed and closure documents on file.

Yes. There are USTs on the property. Are the tanks in compliance with current laws and regulations?

Yes.

No. List size, location on map at paragraph II.1, current status, product and last date used.

b. Are there above ground storage tanks (AGSTs) for fuel or other regulated substances

No. Never present
 No AGSTs have been removed.
 Yes. there are AGSTs for fuel or other regulated substances on the property. Are the tanks in compliance with current laws and regulations?
 Yes
 No List size, location on map at paragraph II.1, current status, product and last date used

6. ENDANGERED SPECIES:

a. Coordination with the USFWS to determine the possible presence of any federally listed endangered, threatened, or candidate species in the action area has occurred (contained in the Environmental Assessment for BRAC 95 Disposal and Reuse of Defense Distribution Depot Memphis, Tennessee, February 1998). Provide date of last coordination and describe results of coordination.

Date of last coordination: August 5, 1996

Coordination results: No recorded threatened and/or endangered species within the project boundaries nor within a one mile radius of the proposed project.

b. This disposal action will affect:

A federally listed endangered or threatened species; list:
 A federal candidate species; list:
 A state listed species; list:
 Designated critical habitat; describe.
 None of the proceeding.

c. This disposal action will affect a federally listed endangered, threatened, or candidate species and required consultation with the USFWS has been completed. Attach any biological assessment, opinion, and correspondence with the USFWS. Accordingly, the following restrictions must be incorporated in the deed to protect the affected species and its habitat:

NA

7 FISH AND WILDLIFE COORDINATION ACT (FWCA).

This action will not jeopardize fish and wildlife species or habitat integral to Congressionally authorized mitigation or General Plans, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA.

This action will jeopardize fish and wildlife species or habitat integral to Congressionally authorized mitigation or General Plans, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA. Impact description:

Recommended action prior to transfer, including appropriate deed restrictions or other agreements:

8 COASTAL ZONE MANAGEMENT (CZM) (if applicable):

CZM is not applicable.
 CZM is applicable, and a CZM Act Consistency determination with the approved state CZM Plan has/will be obtained. State any restriction that may need to be in the disposal document. Describe any commitments or agreements made under a CZM Consistency determination.

9. FLOODPLAIN.

This property is not located within the 100-year floodplain and does not fall under the purview of Executive Order 11988

This property is located within the 100-year flood plain and does fall under the purview of Executive Order 11988 and the disposal documents should contain the following restrictions on proposed occupancy or use

This property is located within the 100-year flood plain and (check the appropriate)

The proposed use of the property will not adversely impact the flood plain

There is no other practicable alternative available for this intended use

10. WETLANDS:

This property does not contain any known, regulated wetlands and, therefore, does not fall under the purview of Executive Order 11990

This property does contain regulated wetlands and does fall under the purview of Executive Order 11990, accordingly, an appropriate provision must be incorporated in the disposal document.

11. HISTORICAL, CULTURAL, AND ARCHEOLOGICAL RESOURCES:

The real property has been surveyed for eligible historical and cultural resources and there have been none identified on this property, and this action is in compliance with the National Historic Preservation Act and other relevant laws; Executive Order 11593, Protection and Enhancement of the Cultural Environment; or any MOAs related thereto. Attach correspondence from State Historic Preservation Office agreeing that no historical and cultural resources have been identified on this property.

A survey has identified eligible historical and/or cultural resources on this property. This action has been coordinated with the State Historic Preservation Officer and the Advisory Council on Historic Preservation in accordance with 36 CFR 800. The U.S. Army Materiel Command has on file a Memorandum of Agreement signed by AMC and the Tennessee State Historical Preservation Office regarding eligible historical resources on the property and providing appropriate deed restrictions. The U.S. Army Materiel Command also has on file a document titled, "Archeological Survey of Two Parcels at Defense Depot Memphis, Tennessee" documenting no archeological resources on the property. Find attached a letter from the Tennessee Historical Commission concurring with the finding of no archeological resources.

Native American graves have been identified on this property (Refer to requirements of the American Indian Religious Freedom Act and Native American's Graves Protection and Repatriation Act) Consultation on the disposition of Native American graves and objects has been completed with interested Native American organizations; correspondence attached.

Archaeological sites or resources have been identified on this property. Refer to the Antiquities Act; Archaeological and Historical Preservation Act; and Archaeological Resources Protection Act. The plan for curation and disposition of these resources is attached

12 LEAD-BASED PAINT:

a. Are there improvements constructed prior to 1960 that are considered to contain lead-based paint or which have been determined to contain lead-based paint?

No.

Yes The improvements include residential structures. Provide appropriate restrictions and notifications in the FOST/ECOP and deed.

Yes The improvements are not residential in nature. Provide appropriate restrictions and notifications in the FOST/ECOP and deed.

b. Are there improvements constructed between 1960 and 1978 that are considered to contain lead-based paint or which have been determined to contain lead-based paint?

No

Yes. The improvements include residential structures. Provide appropriate restrictions and notifications in the FOST/ECOP and deed

Yes. The improvements are not residential in nature.

13. ASBESTOS-CONTAINING MATERIAL: Is there any Asbestos Containing Material on the property?

No

Yes. All known asbestos hazards on the property have been abated. Provide appropriate notice and covenants in the FOST/ECOP and deed.

Yes. The following buildings and structures contain asbestos that may pose an unacceptable risk to human health or the environment. The condition of the buildings and structures is described in the FOST/ECOP and require abatement action prior to use or occupancy by the transferee. Provide appropriate restrictions and notifications in the FOST/ECOP and deed. List the buildings and structures:

14. WILD AND SCENIC RIVERS: Will the proposed transfer impact an area designated under the Wild and Scenic Rivers Act?

No

Yes. If yes, the following conditions need to be included in the deed.

15. RADON: Is radon present in excess of EPA residential standards in any building or structure intended for residential use?

No

Yes. Provide appropriate restrictions and notifications in the FOST and deed.

List buildings or structures

Not applicable. No property included in this transfer is intended for residential use.

16. PCBs:

a. Are polychlorinated biphenyls (PCBs) present (not including PCB-containing transformers) on the property?

No.

Yes. Provide appropriate restrictions and notifications in the FOST and deed

b. Does the property have PCB-containing transformers in service?

Yes. See C. below.

No.

c. If the Property does have PCB containing transformers in service, are they maintained in accordance with applicable laws and regulations?

Yes

No. Explain

17. CLEAN AIR ACT. Will the proposed transfer activity require a Clean Air Act Conformity Determination?

Yes. Explain

No. Attach Record of Non-Applicability.

Are there economic incentives "credits" associated with the transfer?

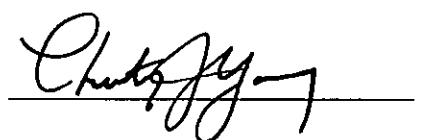
18. ADDITIONAL COMMENTS

List Attachments

- 1 Finding of Suitability to Transfer # 2
- 2 Record of Non-Applicability
- 3 Tennessee Historical Commission letter dated September 10, 1997

V. LEGAL SUFFICIENCY: Christopher J. Young has reviewed the above information and based upon this information has found it to be legally sufficient

VI. CERTIFICATION: I certify the above information.



CHRISTOPHER J. YOUNG
COL, GS
Deputy Chief of Staff for Installations

**FINDING OF SUITABILITY
TO TRANSFER
(FOST #2)**

Former Defense Distribution Depot Memphis, Tennessee

**Parcel 1.1, Parcel 1.2, Parcel 1.3, Parcel 1.4, Parcel 1.5, Parcel 1.6, Parcel 1.7, Parcel
1.8**

May 2001

FINDING OF SUITABILITY TO TRANSFER #2
Former Defense Distribution Depot Memphis, Tennessee
Parcels 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7 and 1.8
May 2001

1. PURPOSE

The purpose of this Finding Of Suitability To Transfer (FOST) is to document the environmental suitability of certain parcels or property at the former Defense Distribution Depot Memphis, Tennessee (Depot) for transfer to the Depot Redevelopment Corporation (DRC) consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense policy

2. PROPERTY DESCRIPTION

The property consists of 15.55 acres that includes eight (8) parcels. Within these parcels are seven (7) buildings, the open land area surrounding Building 144 and two paved parking lots. The property was previously used for administrative purposes. The property is intended to be transferred for industrial reuse and is consistent with the intended reuse of the property as set forth in the DRC's Memphis Depot Redevelopment Plan. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property has been made based on the Comprehensive Environmental Response Facilitation Act (CERFA) letter to EPA dated December 5, 1997 and the Environmental Baseline Survey (EBS) dated November 6, 1996. The information provided is a result of a complete search of agency files during the development of these environmental surveys. A complete list of documents that provide information on environmental conditions of the property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

4.1 Environmental Condition of Property Categories

The Department of Defense (DOD) Environmental Condition of Property (ECP) Categories for the property is as follows:

ECP Category 1. Parcel 1.1 – Sentry Station Building 1
 Parcel 1.2 – Sentry Station Building 2

Parcel 1.3 – Waiting Shelter Building 129
 Parcel 1.4 – Waiting Shelter Building 139
 Parcel 1.5 – Administrative Building 144
 Parcel 1.6 – Security Building 145
 Parcel 1.7 – Waiting Shelter Building 155 (demolished in 1999)

ECP Category 3: Parcel 1.8 – Open land area surrounding the buildings in Parcel 1, including two parking lots and grassy areas, flagpole (Building 143), switch station building (Building 147) and the antenna tower (Building 146)

A summary of the ECP Categories for specific buildings, parcels, or study areas/operable units is provided in Table 1 – Description of Property (Enclosure 3).

4.2 Storage, Release, or Disposal of Hazardous Substances

4.2.1 Hazardous Substance Storage, Release, or Disposal

There was no evidence of hazardous substance storage for one year or more in excess of 40 CFR Part 373 reportable quantities on the property. In addition, there was no evidence of release or disposal of hazardous substances in excess of 40 CFR 373 reportable quantities on the property. Accordingly, there is no need for any notification of any hazardous substance storage, release, or disposal activities.

4.2.2 Investigation/Remediation Sites

There were environmental investigations conducted on the property. A summary of the investigations is as follows:

- Screening Site 73. The Main Installation Remedial Investigation baseline risk assessment included Screening Site 73. Pesticides were applied to the grassed areas of the property (Parcel 1.8) as part of routine grounds maintenance activities. All grassed areas on the Depot were incorporated into Screening Site 73, and the pesticide dieldrin was investigated on a Depot-wide basis. Dieldrin levels on the property were not inconsistent with unrestricted reuse; therefore, no remediation (to include institutional controls) is required on the property.

There are no other investigation/remediation sites located on the property. In addition, there is no evidence of contaminated soil or groundwater on the property. A summary of the investigation site is provided on in Table 1 – Description of Property (Enclosure 3).

4.3 Petroleum and Petroleum Products

4.3.1 Underground and Above-Ground Storage Tanks (UST/AST)

There was no evidence that petroleum products were stored in underground or aboveground storage tanks on the property. Accordingly, there is no need for any notification of any UST/AST petroleum product storage, release, or disposal.

4.3.2 Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There was no evidence that any petroleum or petroleum products in excess of 55 gallons at one time were stored, released, or disposed on the property as the result of non-UST/AST petroleum activities. Accordingly, there is no need for any notification of non-UST/AST petroleum product storage, release, or disposal.

4.4 Polychlorinated Biphenyls (PCB) Equipment

The following PCB containing equipment is located on the property: hermetically sealed fluorescent light bulb ballasts that may contain PCBs. This equipment is operational and has been determined not to be leaking. There is no evidence of past releases from the fluorescent light bulb ballasts on the property.

4.5 Asbestos

There is asbestos containing material in the following buildings:

- Building 1: Roof flashing. Renovation accomplished without removing original roofing system
- Building 2: Roof flashing and 12 x 12 floor tile mastic
- Building 139: Window caulk and cement kick panels
- Building 144: 9 x 9 vinyl floor tiles, 12 x 12 vinyl floor tiles, window frame putty, rolled linoleum flooring in the BX restroom, and the mastic used to install the 12x12 acoustical ceiling tiles in the basement through second floors, with the exception of the BX area
- Building 145: 12 x 12 floor tile and mastic, vibration dampers (assumed/no analysis to confirm) and gypsum board leveling compound

The ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated. The deed will include the asbestos warning and covenant included in the Environmental Protection Provisions (Enclosure 4).

Based on the age of the buildings (constructed prior to 1978), all of the buildings are presumed to contain lead-based paint. The property was not used for residential purposes and the transferee does not intend to use the property for residential purposes in the future. The deed will include the lead-based paint warning and covenant provided in the Environmental Protection Provisions (Enclosure 4).

4.7 Radiological Materials

There was no evidence that any radioactive material or sources were used or stored on the property.

4.8 Radon

Radon surveys were not conducted in the buildings proposed for transfer. Radon surveys were only conducted in the military family housing units, but those results indicated that radon was not detected at or above the EPA residential action level of 4 picocuries per liter (pCi/L) in these buildings.

4.9 Unexploded Ordnance

Based on a review of existing records and available information, none of the buildings or surrounding land proposed for transfer is known to contain unexploded ordnance. The open land area surrounding the buildings in Parcel 1 was either paved for parking lots or landscaped when the Depot opened and was never used for firing or testing military munitions. The buildings proposed for transfer were used for administrative, sentry and employee transportation purposes and were not used for ammunition storage purposes.

4.10 Other Hazardous Conditions

There are no other hazardous conditions that present an unacceptable risk to human health or the environment.

5. ADJACENT HAZARDOUS CONDITIONS

There are the following hazardous conditions adjacent to the property:

Groundwater contamination. In the Groundwater Feasibility Study (July 2000), two distinct groundwater plumes were delineated in the fluvial aquifer on the main installation (MI), one in the southwest part of the MI and one in the southeast portion. The groundwater contaminants of concern are PCE and TCE. The selected groundwater remedy at the MI is enhanced bioremediation, which includes institutional controls and long-term monitoring.

These conditions do not make the property proposed for transfer unsuitable to transfer because the groundwater is currently not used as potable water and city and county zoning restricts use of the groundwater. In addition, the ground water hydrology is such that the adjacent contamination will not migrate to the property (Enclosure 6). The fluvial aquifer lies at a depth of 80 to 100 ft below ground surface and is believed to have been impacted by Depot operations. The groundwater plume located on the southeast portion of the MI is located down gradient of Parcel 1. Groundwater flows from northeast to southwest on this portion of the MI, away from Parcel 1, towards the center of the MI. Groundwater flow on the southwest portion of the MI flows from southwest to northeast, towards the center on the MI. Groundwater flow in the center portion of the MI appears to flow to the south.

6. ENVIRONMENTAL AGREEMENTS

The following environmental orders/agreements are applicable to the property: Federal Facilities Agreement (FFA) among the Defense Logistics Agency, the Tennessee Department of Environment and Conservation (TDEC) and the Environmental Protection Agency, Region IV and Main Installation Record of Decision. The deed will include a provision reserving the Government's right to conduct remediation activities (See Enclosure 4).

7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND CONSISTENCY WITH LOCAL REUSE PLAN

The environmental impacts associated with proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis have been documented in the Final Environmental Assessment for BRAC 95 Disposal and Reuse of Defense Distribution Depot Memphis, Tennessee. Any encumbrances or condition identified in such analysis as necessary to protect human health or the environmental have been incorporated into the FOST.

8. REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region IV, the Tennessee Department of Environment and Conservation, and the public were notified of the initiation of the FOST. Regulatory and public comments received during the FOST development were reviewed and incorporated as appropriate. All regulatory comments were resolved. A copy of the regulatory/public comments is included in the FOST (Enclosure 5).

9. FINDINGS OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA section 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met subject to the terms

and conditions set forth in the attached Environmental Protection Provisions (Enclosure 4), which shall be included in the deed for the property. The Environmental Protection Provisions also include the CERCLA 120(h)(3) covenant and access provisions.



CHRISTOPHER J. YOUNG
COL, GS
Deputy Chief of Staff for Installations

6 Enclosures

Encl 1 Site Map of Property

Encl 2 Environmental Documentation

Encl 3 Table 1 - Description of Property

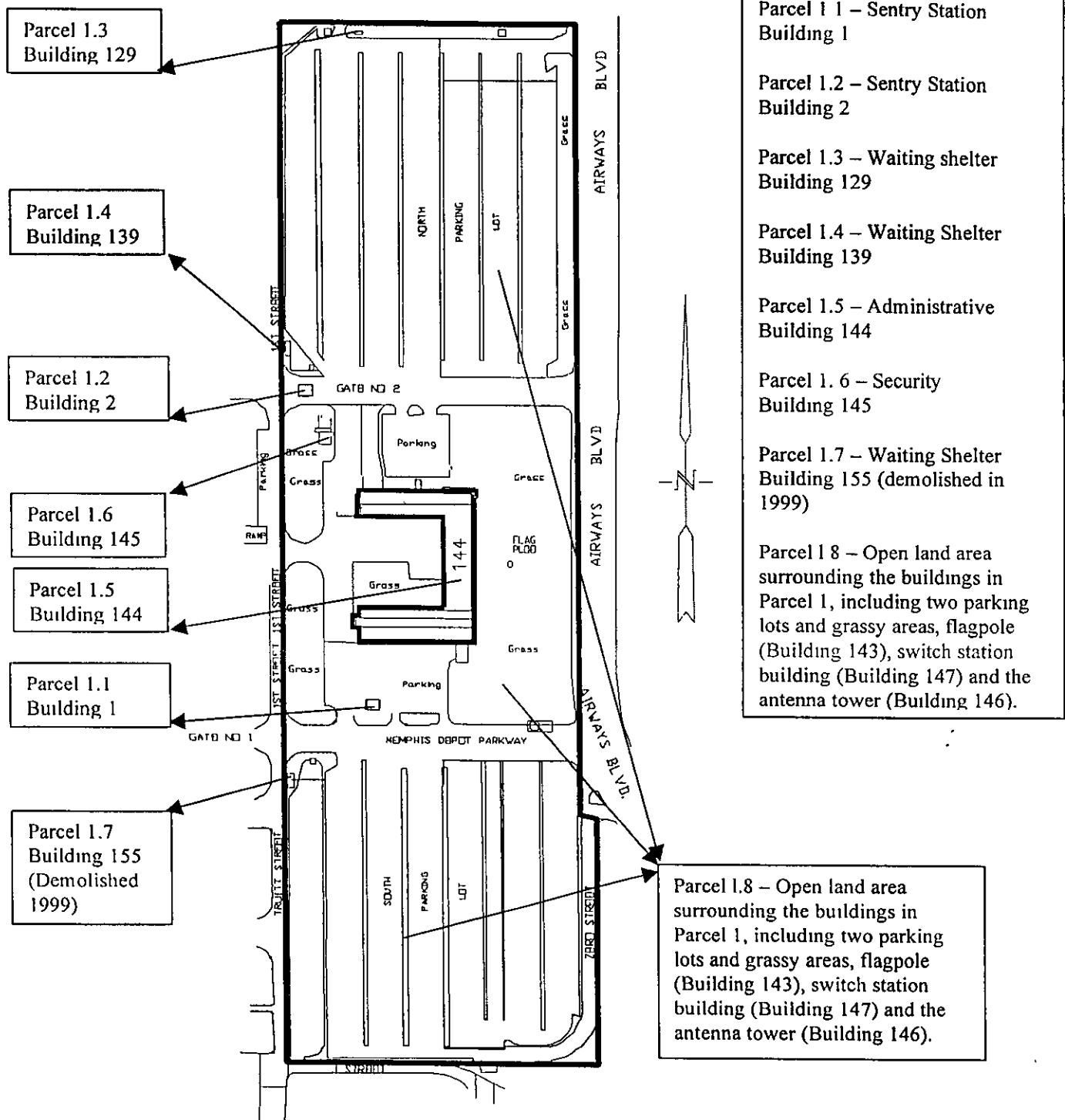
Encl 4 Environmental Protection Provisions/Deed Restrictions

Encl 5 Regulatory/Public Comments

Encl 6 Groundwater Flow Directions Map

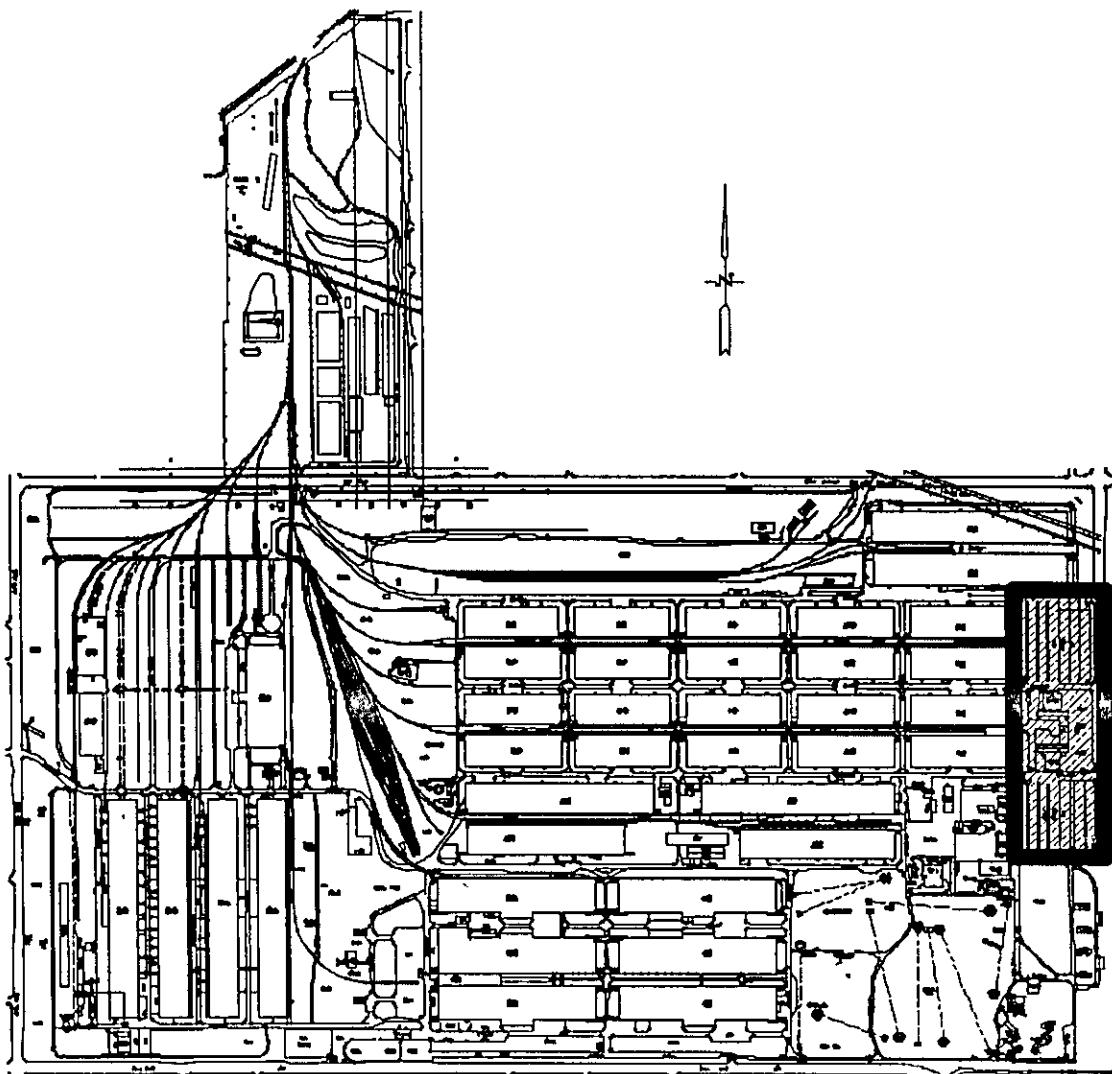
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Enclosure 1 Site Map of Property



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Enclosure 2

Environmental Documentation

Administrative Support Center East (ASCE). 1996. Radon Survey Letter Report.

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_____. 1993. 1993 Spill Response Summary.

_____. 1995. 1995 Spill Response Checklist.

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Defense Distribution Center. 1997. Termination Radiological Survey for Defense Distribution Depot Memphis, Building 319, Bay 6.

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_____. 1996b. Asbestos Reinspection Report.

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Memphis Depot Caretaker Division. 2000. BRAC Cleanup Plan Version 4.

The Pickering Firm, Incorporated. 1993a. Asbestos Identification Survey for Buildings 144-209.

_____. 1993b. Asbestos Identification Survey for Buildings 210-257.

_____. 1993c. Asbestos Identification Survey for Buildings 260-271.

_____. 1993d. Storage Tank Survey.

_____. 1994a. Asbestos Identification Survey of Buildings 139-198.

_____. 1994b. Asbestos Identification Survey for Buildings 211-795.

_____. 1994c. Asbestos Identification Survey for Buildings 229-309.

- _____ 1994d. Asbestos Identification Survey of Buildings 319-359.
- _____ 1994e. Asbestos Identification Survey of Buildings 319-490.
- _____ 1994f. Asbestos Identification Survey for Buildings 429-530.
- _____ 1994g. Asbestos Identification Survey of Buildings 549-650.
- _____ 1994h. Asbestos Identification Survey of Buildings 670-720.
- _____ 1994i. Asbestos Identification Survey of Buildings 737-793.
- _____ 1994j. Asbestos Identification Survey of Buildings 1084-25.
- _____ 1994k. Asbestos Identification Survey of Buildings 801-995.

Prewitt & Associates, Inc. 1997. Archeological Survey of Two Parcels at Defense Distribution Depot Memphis, Tennessee.

Tetra Tech, Inc. 1998. Final Environmental Assessment for BRAC 95 Disposal and Reuse for Defense Distribution Depot Memphis, Tennessee.

TRC Mariah Associates, Inc. 1997. A Cultural Resources Inventory and Assessment at the Defense Distribution Depot Memphis, Tennessee.

Enclosure 3
TABLE 1 Description of Property

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
Sentry Station Building 1	1.1	1	No remedial action required.
Sentry Station Building 2	1.2	1	No remedial action required.
Waiting Shelter Building 129	1.3	1	No remedial action required.
Waiting Shelter Building 139	1.4	1	No remedial action required.
Administrative Building 144	1.5	1	No remedial action required.
Security Building 145	1.6	1	No remedial action required.
Waiting Shelter Building 155 (demolished in 1999)	1.7	1	No remedial action required
Open land area surrounding the buildings in Parcel 1, including two parking lots and grassy areas, flagpole (Building 143), switch station building (Building 147) and the antenna tower (Building 146).	1.8	3	<p>No remedial action required.</p> <ul style="list-style-type: none"> • Screening Site 73 The Main Installation Remedial Investigation baseline risk assessment included Screening Site 73. Pesticides were applied to the grassed areas of the property (Parcel 1.8) as part of routine grounds maintenance activities. All grassed areas on the Depot were incorporated into Screening Site 73, and the pesticide dieldrin was investigated on a Depot-wide basis. Dieldrin levels on the property were not inconsistent with unrestricted reuse; therefore, no remediation (to include institutional controls) is required on the property.

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (Including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances have occurred, but required actions have not yet been implemented

Category 7: Areas that are not evaluated or require additional evaluation

Enclosure 4
Environmental Protection Provisions/Deed Restrictions

SECTION 1. CERCLA COVENANTS AND NOTICE

Pursuant to Section 120 (h) (3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"):

A. Notification and Covenants

1. The GRANTOR hereby notifies the GRANTEE of the storage, release and disposal of hazardous substances on the Property. However, remaining concentrations are not inconsistent with unrestricted reuse; therefore, no remedial actions were required. For the purpose of this Deed, "hazardous substances" shall have the meaning attributed to such term under section 101(14) of CERCLA, 42 U.S.C. 9601(14).

2. The GRANTOR hereby covenants that:

a. 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 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 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. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the GRANTOR shall give the GRANTEE, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in remediation of the Property, and shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the use of the Property by the GRANTEE, its successors and assigns. Furthermore, any such actions undertaken by the GRANTOR pursuant to this Section 1 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 1.

SECTION 2. FEDERAL FACILITIES AGREEMENT

The GRANTOR acknowledges that the former Defense Distribution Depot Memphis Tennessee has been identified as a National Priority List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Federal Facilities Agreement (FFA) dated March 6, 1995, and will provide the GRANTEE with a copy of any amendments thereto. The GRANTEE, its successors and assigns, agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The GRANTEE, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the GRANTOR assumes no liability to the GRANTEE, its successors and assigns, should implementation of the FFA interfere with the their use of the Property. The GRANTEE, its successors and assigns, shall have no claim on account of any such interference against the GRANTOR or any officer, agent, employee or contractor thereof. The GRANTOR shall, however, comply with the provisions of Enclosure 4 in the exercise of its rights under the FFA.

SECTION 3. ENVIRONMENTAL BASELINE SURVEY ("EBS") AND FINDING OF SUITABILITY TO TRANSFER ("FOST")

A. The GRANTEE has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated November 5, 1996, and the FOST for the property prepared by the GRANTOR, and agrees, to the best of the GRANTEE's knowledge, that they 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 safe for the GRANTEE's intended use.

B. 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 3 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.

SECTION 4. NOTICE OF THE PRESENCE OF LEAD BASED PAINT AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.

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 any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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 and (for residential properties) the lead-based paint 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.

C. 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.

D. 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 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) 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; (2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines, with the addition of abatement of bare soil with lead levels higher than 2000 ppm; and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L). In cases where a transfer MOA has already been executed as of March 30, 2000, the GRANTEE is responsible for conducting lead-based paint activities in accordance with the negotiated MOA transfer documents

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

E. 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.

F. The covenants, restrictions, and requirements of this Section 5 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 5 in all subsequent transfers, leases, or conveyance documents."

SECTION 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 in buildings and structures on the Property, as described in the EBS. The ACM in buildings and structures on the Property does not currently pose a threat to human health or the environment, and all friable asbestos that posed a risk to human health has either been removed or encapsulated.

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 GRANTOR 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 of 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 in buildings and structures 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 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. The GRANTOR assumes no liability for any damages to person or property, and gives no warranties, either express or implied, with regard to the presence or absence of asbestos or ACM in buildings and structures, or whether the Property is or is not suitable for a particular purpose. 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, penalties, costs and attorneys' fees arising out of, or in any manner predicated upon, future asbestos abatement or remediation from within buildings and structures on the Property; disposal of ACM or asbestos after conveyance to the GRANTEE; personal injury, death or property damages resulting from, related to, caused by or arising out of exposure to asbestos within buildings or structures on the Property after the conveyance of such portion of the Property to the GRANTEE.

The GRANTEE's obligation hereunder shall apply whatever the United States incurs costs or liabilities for actions giving rise to liability under this Section. The GRANTEE shall not be responsible for indemnifying or holding the GRANTOR harmless from any loss, claims, liabilities, judgments, penalties, costs, or damages arising out of exposure to asbestos that occurred prior to the date of this Deed.

SECTION 7. STATUTORY INDEMNIFICATION

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.

SECTION 8. CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE

1. The above environmental protection provisions 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 Tennessee.

These restrictions and covenants are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable.

2. The GRANTEE covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the above environmental protection provisions in all subsequent lease, transfer or conveyance documents relating to the Property subject hereto. Notwithstanding this provision, failure to include the environmental protection provisions in subsequent conveyances does not abrogate the status of these provisions as binding upon the parties, their successors and assigns.

3. 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 environmental protection provisions contained herein.

4. Notwithstanding any other provision of this Deed; any agreement between the GRANTEE and the GRANTOR; the provisions of CERCLA, including CERCLA Section 120(h)(3); or Section 330 of the National Defense Authorization Act of 1993, as amended, 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 environmental protection provisions.

Enclosure 5
Regulatory/Public Comments

Environmental Protection Agency
(Turpin Ballard)

1. Subject: Finding of Suitability to Transfer (FOST) #2 for the Defense Depot, Memphis, Tennessee June 13, 2001

Dear Mr. DeBack:

The United States Environmental Protection Agency (EPA), Region 4, has reviewed the subject document and finds it to be adequate for its purpose. EPA hereby concurs with the FOST with no further comments. If you have any questions, please call me at 404/562-8553.

COMMENT NOTED.

Tennessee Department of Environment and Conservation Division of Superfund
(Jim Morrison)

1. Email dated June 8, 2001 Re: Memphis Depot FOST #2

John – I have reviewed the above referenced document. The only deficiency I noted was the need to make future property owners aware of neighboring environmental issues that may have some unforeseen impact on these parcels. Please incorporate language that this potential exists, albeit a very low probability. FYI, it has been TDEC's experience that the most misunderstood portion of any FOST is the governments unfettered right-of-access to address subsurface environmental problems. Therefore, let us try to head this potential future issue “off-at-the-pass”.

Further, as this parcel has no known documented SWMUs or releases, and all data to date indicates that there are no environmental risks associated with these parcels. TDEC has no further comments on this FOST.

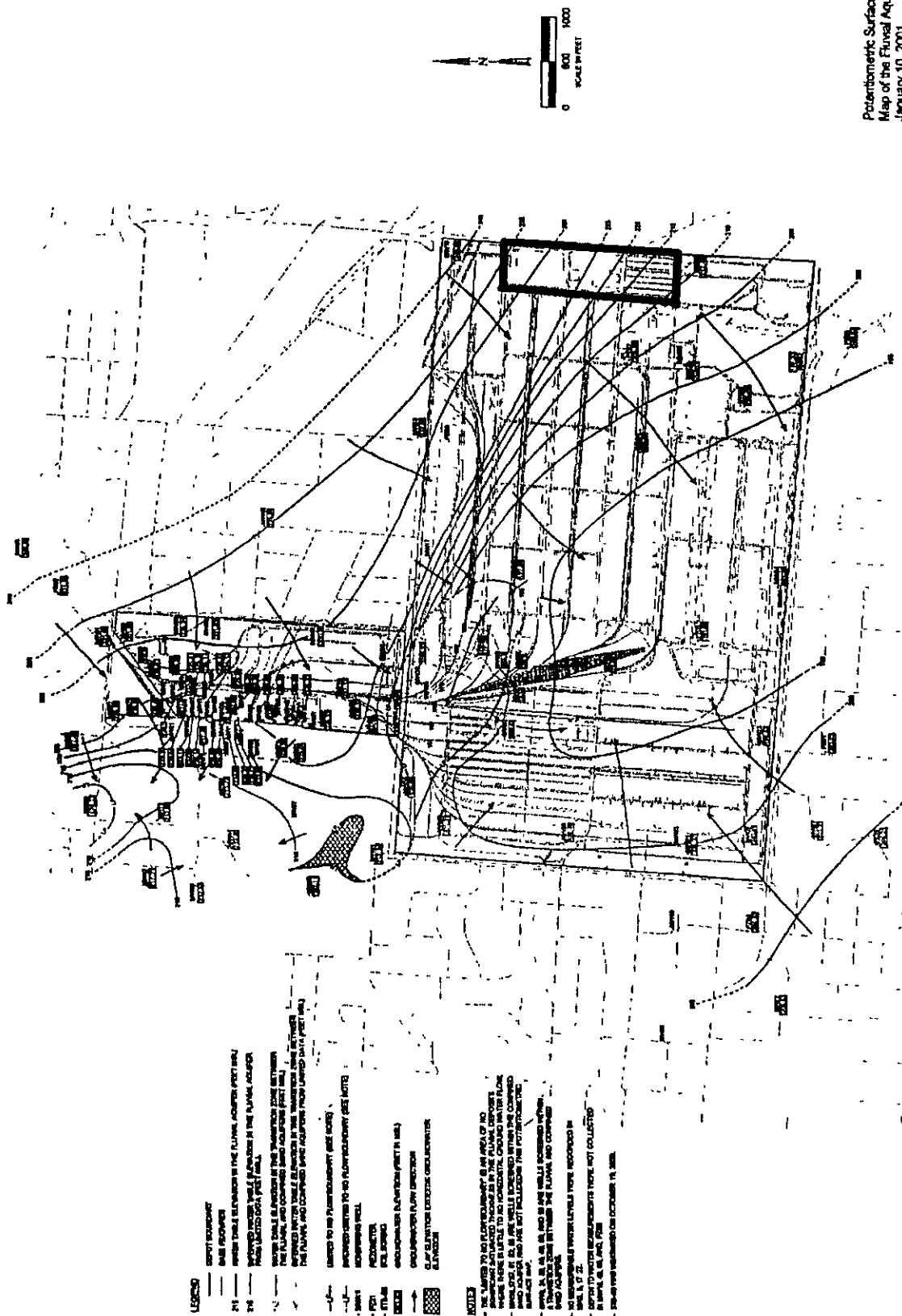
COMMENT INCORPORATED. Section 5, ADJACENT HAZARDOUS CONDITIONS and a groundwater flow directions map has been included in FOST #2.

There were no comments from the general public.

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Enclosure 6
Groundwater Flow Directions Map

Potentiometric Surface
Map of the Fluvial Aquifer
January 10, 2001
Merrimack River Basin, MA RI



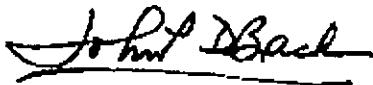
Record of Non-Applicability Concerning the General Conformity Rule (40CFR Part 51)

The principal mission of the Defense Distribution Depot Memphis, Tennessee (DDMT) was to provide for storage, receiving and shipping of materials within the Department of Defense Distribution System. Based on recommendations of the 1995 Defense Base Closure and Realignment Commission, the Department of the Army proposes to dispose of the DDMT since the property will be excess to Army needs. This proposed disposal action requires that the Army complete a conformity review to determine whether the action is subject to the U S Environmental Protection Agency's General Conformity Rule (40CFR Part 51).

The DDMT is located within Shelby County, an area that is in maintenance status for ozone and carbon monoxide National Ambient Air Quality Standards and is in non-attainment status for lead standards. The General Conformity Rule provides that actions proposed to occur within non-attainment or maintenance areas must, unless otherwise exempt, be accompanied by a Conformity Determination. Among the recognized exemptions, however, are "transfers of ownership, interest and titles in land, facilities, and real and personal properties, regardless of the form or method of transfer" (40 CFR Part 51.853). Because the Army's proposed disposal action will involve the sale or other title transfer of federal property, it has been determined that the action is exempt from the General Conformity Rule requirement to prepare a full Conformity Determination. Impacts on air quality that might occur from reuse of the property do not fall under the General Conformity Rule because they will result from actions taken by the new landowners. It will be the responsibility of these new landowners to meet any requirements for ensuring conformity with federal or state air quality plans.

Proponent: Army Material Command

Responsible Official:



July 19, 2001

(Date)

John P. De Back
BRAC Environmental Coordinator
Memphis Depot Caretaker



File:
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TENNESSEE HISTORICAL COMMISSION
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
2941 LEBANON ROAD
NASHVILLE, TN 37243-0442
(615) 532-1550

September 10, 1997

Colonel M.J. Kennedy
Defense Logistics Agency
Defense Distribution Depot Memphis
2163 Airways Boulevard
Memphis, Tennessee 38114-5210

RE: DOD, ARCHAEOLOGICAL ASSESSMENT, DEFENSE DISTRIBUTION DEPOT,
MEMPHIS, SHELBY COUNTY, TN

Dear Colonel Kennedy:

At your request, our office has reviewed the above-referenced archaeological survey report in accordance with regulations codified at 36 CFR 800 (51 FR 31115, September 2, 1986). Based on the information provided, we find that the project area contains no archaeological resources eligible for listing in the National Register of Historic Places.

Therefore, this office has no objection to the implementation of this project. If project plans are changed or archaeological remains are discovered during construction, please contact this office to determine what further action, if any, will be necessary to comply with Section 106 of the National Historic Preservation Act.

Your cooperation is appreciated.

Sincerely,

Herbert L. Harper
Executive Director and
Deputy State Historic
Preservation Officer

HLH/jmb

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE