



THE MEMPHIS DEPOT TENNESSEE

ADMINISTRATIVE RECORD COVER SHEET

AR File Number 831



REPLY TO
ATTENTION OF

DAIM-BD-H

DEPARTMENT OF THE ARMY
HAMPTON FIELD OFFICE, ARMY BASE REALIGNMENT AND CLOSURE
102 MCNAIR DRIVE
FORT MONROE VIRGINIA 23651

File:

M.D. 831 1

831

JUL 0 1 2004

MEMORANDUM FOR Assistant Chief of Staff for Installation Management, 600 Army
Pentagon, Washington, D.C. 20310-0600

SUBJECT: Finding of Suitability to Transfer at Former Memphis Depot – Main Installation

1. Enclosed for your records: Finding of Suitability to Transfer 356.68 acres at the Former Memphis Depot. The document received Installation, Regulatory, Public, and Hampton Field Office (HFO) legal and environmental review. It is signed by the Director of the BRAC - Hampton Field Office.
2. Hampton – BRAC field office point of contact is Ms. Robin Mills, DSN 680 – 3846 or commercial (757) 788 – 3846.

JUL 0 1 2004

THOMAS E. LEDERLE

Director, Base Realignment and Closure
Hampton Field Office

CF: (w/encls)
HQDA (DAIM-BD/ Larry Beach)
DLA BRAC Office, (DSS-DB/Jeanne Master)
CESAM-RE-MD (Harold G. Duck)



DEFENSE LOGISTICS AGENCY
 DEFENSE DISTRIBUTION CENTER
 2001 MISSION DRIVE
 NEW CUMBERLAND, PA 17070-5000

IN REPLY
 REFER TO

DDC J-3/J-4E

May 5, 2004

**MEMORANDUM FOR HAMPTON ROADS FIELD OFFICE
 THROUGH HQ DLA BRAC OFFICE (JEANNE MASTERS)**

For your review and submission for signature, attached is the Final Memphis Depot Finding of Suitability to Transfer (FOST) #3 including the Base Disposal Support Package (BDSP). The document includes comments from the Environmental Protection Agency (EPA) on the Rev. 1 version. This FOST covers approximately 357 acres of Memphis' Main Installation located east of the newly constructed W.E. Freeman Drive.

This will result in two property transfer actions:

A deed will transfer approximately 319 acres that includes most of the warehouse facilities (approximately 4.1 million square feet in 29 buildings,) and several smaller facilities to the Depot Redevelopment Corporation of Memphis and Shelby County. This transfer is a no-cost Economic Development Conveyance.

The second transfer will include approximately 38 acres of recreational property (the former base golf course) and several small buildings associated with this property. This transfer is a public benefit conveyance through the Department of Interior, National Park Service.

The designated Point of Contact here at the Defense Distribution Center is Ron Marichak. He can be reached at 717-770-7760 or at ron.marichak@dla.mil.

MICHAEL A. DOBBS
 Environmental Program Manager

Attachments



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:

Mr. Jim Covington
Depot Redevelopment Corporation
2163 Airways Blvd., Building 144
Memphis, TN 38114-5210
(901) 942-4939

Transferee: Other involved parties:

Ms. Agnes Martin, Supervisor of Real Estate
City of Memphis
125 North Main, Room 568
Memphis, TN 38103
(901) 576-6332

II. PROPERTY INFORMATION:

1. General property identification. Refer to the maps attached to the Finding of Suitability to Transfer (FOST) (Site Map and Main Installation Disposal Map) showing the nearest project or installation boundary.

Subparcels 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 9.1, 9.2, 9.3, 9.4, 9.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 11.1, 11.2, 11.3, 11.4, 12.1, 12.2, 13.1, 13.2, 13.3, 13.4, 13.5, 14.1, 14.2, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 16.1, 16.2, 17.1, 17.2, 17.3, 18.1, 18.2, 19.1, 19.2, 19.3, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 21.1, 21.2, 21.3, 21.4, 21.5, 22.1, 22.2, 23.1, 23.2, 23.3, 23.4, 23.6, 23.7, 23.8, 23.10, 24.4, 29.4, 33.1, 33.2, 33.3, 33.4, 33.7, 33.10, 33.11, 33.12, 33.13, 34.1, and 34.2.

2. Acreage:

356.68 acres

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

Approximately 38 acres will be used for recreational purposes and approximately 319 acres will be used for light industrial and warehouse use. All of this property is currently in use under an interim master lease to the Depot Redevelopment Corporation. There is no federal government use of any of these facilities.

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:

See Attached FOST

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 excess 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?

☒ 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:

☒ 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:

☒ 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):

☐ 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:

☒ 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: FOST 3 Enclosure 5 Environmental Protection Provisions. Use restrictions: prevent residential land use or other child-occupied facilities, including daycare operations; prevent production/ consumptive use of groundwater or drilling of groundwater wells; maintain fence to restrict public access to prevent unauthorized uses (Parcel 3 only). Required monitoring: Site Inspection - Annual, the Army will verify adherence to the LUC. LUC verification -- Every 5 years as part of the required remedy review under CERCLA.

☐ 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.

[X] 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:

[X] 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):

[X] 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 as of September 10, 1997. 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, dated September 10, 1997, 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 # 3
2. Record of Non-Applicability
3. Tennessee Historical Commission letter dated September 10, 1997

V. LEGAL SUFFICIENCY: Michael C. Bobrick 01 JUL 04 2004
MICHAEL C. BOBRICK has reviewed the above information and based upon this information has found it to be legally sufficient.

VI. CERTIFICATION: I certify the above information.

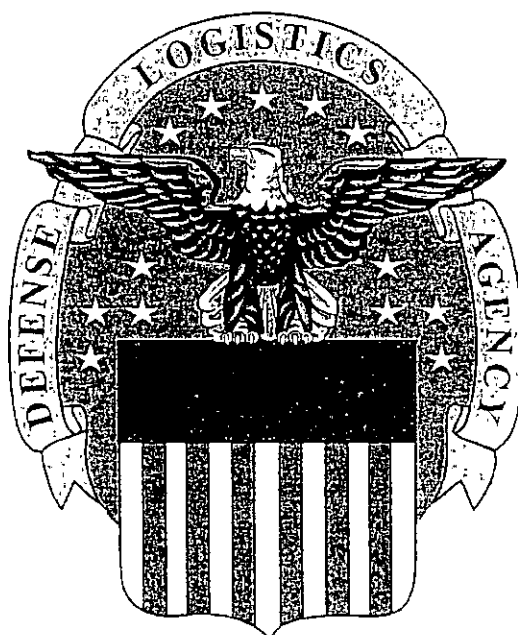
2 Jul 2004
 Date

Thomas E. Hedrick JUL 0 2 2004
 MACOM Designated Certifying Official

Memphis Depot

Main Installation

Finding of Suitability to Transfer



Defense Distribution Center (Memphis)

June 2004 — Rev. 4



CH2MHILL



**U.S. Army Engineering
and Support Center, Huntsville**

U.S. Army Engineering and Support Center, Huntsville
Contract No. DACA87-02-D-0006
Task Order No. 05

Revision 4

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

**Defense Distribution Center (Memphis)
FOST 3**

(Subparcels 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 9.1, 9.2, 9.3, 9.4, 9.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 11.1, 11.2, 11.3, 11.4, 12.1, 12.2, 13.1, 13.2, 13.3, 13.4, 13.5, 14.1, 14.2, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 16.1, 16.2, 17.1, 17.2, 17.3, 18.1, 18.2, 19.1, 19.2, 19.3, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 21.1, 21.2, 21.3, 21.4, 21.5, 22.1, 22.2, 23.1, 23.2, 23.3, 23.4, 23.6, 23.7, 23.8, 23.10, 24.4, 29.4, 33.1, 33.2, 33.3, 33.4, 33.7, 33.10, 33.11, 33.12, 33.13, 34.1 and 34.2)

June 2004

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1.0 Purpose

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of certain property (Subparcels 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.5, 9.1, 9.2, 9.3, 9.4, 9.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 11.1, 11.2, 11.3, 11.4, 12.1, 12.2, 13.1, 13.2, 13.3, 13.4, 13.5, 14.1, 14.2, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 16.1, 16.2, 17.1, 17.2, 17.3, 18.1, 18.2, 19.1, 19.2, 19.3, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 21.1, 21.2, 21.3, 21.4, 21.5, 22.1, 22.2, 23.1, 23.2, 23.3, 23.4, 23.6, 23.7, 23.8, 23.10, 24.4, 29.4, 33.1, 33.2, 33.3, 33.4, 33.7, 33.10, 33.11, 33.12, 33.13, 34.1 and 34.2) at Former Defense Distribution Depot Memphis, Tennessee (Depot), currently known as the Defense Distribution Center (Memphis), for transfer to the Depot Redevelopment Corporation for light industrial, commercial (except daycare), and recreational (Parcel 3 only) use consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h), Department of Defense (DOD) policy, and the Depot Redevelopment Corporation's Memphis Depot Redevelopment Plan. In addition, the FOST identifies use restrictions as specified in Enclosure 1 necessary to protect human health and the environment after such transfer.

2.0 Property Description

The property proposed for transfer consists of approximately 356.68 acres, which includes 65 buildings encompassing 70.02 acres, 37.45 acres of recreational property, and approximately 249.21 acres of open land areas (including open storage areas, paved areas, and grassed areas around buildings). A site map of the property is attached (Enclosure 2).

3.0 Environmental Condition of Property

A determination of the environmental condition of the facilities has been made based on the Environmental Baseline Survey (EBS) (Woodward-Clyde, November 1996), Main Installation (MI) Remedial Investigation (RI) Report (CH2M HILL, January 2000), MI Record of Decision (ROD) (CH2M HILL, February 2001), MI Land Use Control and Implementation Plan (LUCIP) (CH2M HILL, March 2004) Base Realignment and Closure (BRAC) Cleanup Plan Version 7 (Labat-Anderson, December 2003), Final Environmental Assessment for BRAC 95 Disposal and Reuse of Defense Depot Memphis, Tennessee (Tetra Tech, September 1998), Ordnance and Explosive Waste Chemical Warfare Materials Archives Search Report for Memphis Defense Depot (U. S. Army Corps of Engineers - St. Louis, 1995), Asbestos Identification Survey (Pickering, December 1993 and January 1994), Environmental Baseline Study, Radiological Survey, Defense Distribution Depot Memphis, Tennessee (Defense Distribution Center Radiological Health Group, Safety and Occupational Health Office, 1996). The information provided herein is a result of a complete search of agency files during the development of these environmental surveys. A comprehensive list of documents that provide information on environmental conditions of the property is attached (Enclosure 3).

Residual contamination remains in soils at the property proposed for transfer. Residual soil contamination levels do not present an unacceptable risk for the proposed reuse, as overall human health risks and non-carcinogenic hazards to workers are within acceptable limits for carcinogenic and non-carcinogenic end points. Levels are not protective of human health for residential or child-occupied facilities, including daycare operations.

Residual soil contamination levels do not present an unacceptable risk to the environment. The natural habitat in the MI area is very limited to non-existent. Ecological receptors, such as terrestrial or aquatic animals and plants in the ponds and streams, are not being exposed to the site groundwater, and are not likely to be exposed in the future. Occasional terrestrial animals visiting the facility or living nearby are not subject to a significant threat from the site media. A screening level Ecological Risk Assessment conducted across the MI indicated little potential for significant ecological impacts or adverse effects to wildlife. No ecological contaminants of concern were identified at the facility. The land uses on the MI are expected to remain unchanged in the future; therefore, the potential for wildlife exposure is low. There are no unacceptable risks posed to ecological receptors at the MI.

Residual contamination remains in groundwater beneath the property proposed for transfer. Results from groundwater samples collected beneath these areas indicate contaminant levels do not exceed the Safe Drinking Water Act maximum contaminant levels (MCLs). As a result of the remedy selected in the MI ROD, dated September 2001, residual groundwater contamination levels do not present an unacceptable risk because of the lack of exposure.

At current contamination levels, the property is not safe for residential or child-occupied facilities, including daycare operations; nor is groundwater safe for production/consumptive use or for drilling groundwater wells that may allow contamination to migrate or move to the deeper drinking water aquifer. There is no unacceptable risk to human health and the environment so long as the Transferee, and any subsequent lessee(s) or sublessee(s), adheres to the Environmental Protection Provisions (Enclosure 1), which include the institutional controls required by the MI ROD. These activities shall not be allowed without prior written approval from the Army. The institutional controls shall be implemented and monitored in accordance with the MI LUCIP (Enclosure 4).

3.1 Environmental Condition of Property Categories

The complete list of the DOD Environmental Condition of Property (ECP) Categories for the property proposed for transfer is located in Enclosure 5.

ECP Category 4:

- Subparcel 3.1 - Building 193
- Subparcel 3.2 - Building 195
- Subparcel 3.3 - Building 196
- Subparcel 3.4 - Building 198
- Subparcel 3.5 - Recreational area including the golf course, playground, softball field, volleyball and tennis courts, wading pool, Buildings 194, 197, and 398, and open land area surrounding the community club complex extending to Ball Road, Site 73 (2,4-dichlorophenoxyacetic acid, all grassed areas)
- Subparcel 3.6 - Lake Danielson, Site 26
- Subparcel 3.7 - Lake Danielson Outlet Ditch, Site 51
- Subparcel 3.8 - Golf Course Pond, Site 25
- Subparcel 3.9 - Golf Course Pond Outlet Ditch, Site 52
- Subparcel 3.10 - Former pistol range near Hole 9
- Subparcel 3.11 - Former flamethrower test site west of Hole 9, Site 69
- Subparcel 6.1 - Open land area surrounding Buildings 250, 349, and 350
- Subparcel 6.2 - Building 250
- Subparcel 6.3 - Building 349
- Subparcel 6.4 - Building 350
- Subparcel 7.1 - Open land area surrounding Building 249

- Subparcel 7.2 - Building 249, Site 65 (XXCC-3)
- Subparcel 8.1 - Open land area surrounding Buildings 229, 230, 329, and 330
- Subparcel 8.2 - Building 229
- Subparcel 8.3 - Building 230
- Subparcel 8.4 - Building 329
- Subparcel 8.5 - Building 330
- Subparcel 9.1 - Open land area surrounding Buildings 429, 430, 449 and 450
- Subparcel 9.2 - Building 429
- Subparcel 9.3 - Building 430
- Subparcel 9.4 - Building 449
- Subparcel 9.5 - Building 450
- Subparcel 10.1 - Building 649
- Subparcel 10.2 - Open land area surrounding Buildings 549, 550, 649, and 650
- Subparcel 10.3 - Spill location between the southern corners of Buildings 550 and 650
- Subparcel 10.4 - Building 549
- Subparcel 10.5 - Building 550
- Subparcel 10.6 - Building 650
- Subparcel 11.1 - Open land area surrounding Buildings 529, 530, and 630
- Subparcel 11.2 - Building 529
- Subparcel 11.3 - Building 530
- Subparcel 11.4 - Building 630
- Subparcel 12.1 - Open land area surrounding Building 629
- Subparcel 12.2 - Building 629, Site 57 (Building 629 Spill Area)
- Subparcel 13.1 - Sentry Station/Gate 23
- Subparcel 13.2 - Sentry Station/Gate 24
- Subparcel 13.3 - Sentry Station/Gate 25
- Subparcel 13.4 - Building 210, Site 41 (Satellite Drum Accumulation Area)
- Subparcel 13.5 - Building 211 and open land area surrounding Building 211, Sentry Stations 23, 24, and 25

- Subparcel 14.1 - Sentry Station/Gate 22
- Subparcel 14.2 - Building 209 (demolished) and open land area surrounding Building 209 and Sentry Station 22
- Subparcel 15.1 - Sentry Station/Gate 15
- Subparcel 15.2 - Building 308, Site 35 (Hazardous Waste Storage)
- Subparcel 15.3 - Building 319, Site 74 (Flammables, Toxics)
- Subparcel 15.4 - Building 702 (demolished)
- Subparcel 15.5 - Open gravel storage area Y50 (west of Buildings 308 and 309), Site 36 (Defense Reutilization and Marketing Office [DRMO] Hazardous Waste Concrete Storage Pad), Site 37 (DRMO Hazardous Waste Gravel Storage Pad), Site 38 (DRMO Damaged/Empty Hazardous Materials Drum Storage Area), and Site 39 (DRMO Damaged/Empty Lubricant Container Area)
- Subparcel 15.6 - Open storage areas Y10, Y11, Y50, and Y60; Buildings 301, 304, 305, 306, 307, 309, T416 (demolished), T417 (demolished), 701 and 717, Site 54 (DRMO East Stormwater Runoff Canal), Site 55 (DRMO North Stormwater Runoff Canal), Site 72 (Waste oil for dust control in Property Disposal Office Yard), and Site 79 (Fuels, Miscellaneous Liquids, Wood and Paper - Vicinity 702)
- Subparcel 16.1 - Open land area surrounding Building 559
- Subparcel 16.2 - Building 559
- Subparcel 17.1 - Land area where temporary Building 459 once stood
- Subparcel 17.2 - Open land area surrounding Building 359
- Subparcel 17.3 - Building 359, Site 49 (Medical Waste Storage Area)
- Subparcel 18.1 - Building 560
- Subparcel 18.2 - Open land area surrounding Building 560
- Subparcel 19.1 - Buildings 467 (fabric tension structure removed in 1996), 468, and open land area surrounding Buildings 465, 467, 468, and 469
- Subparcel 19.2 - Building 465
- Subparcel 19.3 - Building 469, Site 40 (Safety Kleen Units), Site 41 (Satellite Drum Accumulation Areas)
- Subparcel 20.1 - Building 489
- Subparcel 20.2 - Building 670
- Subparcel 20.3 - Building 470
- Subparcel 20.4 - Building 489

- Subparcel 20.5 - Open land area surrounding Buildings 470, 489, and 670
- Subparcel 20.6 - Spill area between western ends of Buildings 489 and 490
- Subparcel 21.1 - Building 690
- Subparcel 21.2 - Building 490, Site 40 (Safety Kleen Units)
- Subparcel 21.3 - Building 689, Site 78 (Alcohol, Acetone, Toluene, Naphtha, Hydrofluoric Acid Spills), Site 40 (Safety Kleen Units)
- Subparcel 21.4 - Building 685
- Subparcel 21.5 - Open land area surrounding Buildings 490, 685, 689, and 690
- Subparcel 22.1 - Open land area between east ends of Buildings 689 and 690
- Subparcel 22.2 - Spill area east of Building 685 between Buildings 689 and 690, Site 77 (Unknown Wastes Near Buildings 689 and 690)
- Subparcel 23.1 - Sentry Station/Gate 7
- Subparcel 23.2 - Sentry Station/Gate 8
- Subparcel 23.3 - Building 787 (demolished)
- Subparcel 23.4 - Waiting Shelter/ Building 795
- Subparcel 23.6 - Open land area south of Buildings 690 and 490 and surrounding Buildings 783, 787, and 793 and Sentry Stations 8 and 7
- Subparcel 23.7 - Building 783 (demolished), Site 82 (Flammables)
- Subparcel 23.8 - Building 793, Site 82 (Flammables)
- Subparcel 23.10 - Area X01
- Subparcel 24.4 - Open storage area X03
- Subparcel 29.4 - Eastern side of Parcel 29 (portion of open storage area X30)
- Subparcel 33.1 - Building 727
- Subparcel 33.2 - Building 754 (demolished)
- Subparcel 33.3 - Building 755
- Subparcel 33.4 - Building 756
- Subparcel 33.7 - Former aboveground storage tank, Site 81 (Fuel Oil Building 765)
- Subparcel 33.10 - Building 753 (demolished)
- Subparcel 33.11 - Aboveground storage tank outside Building 756
- Subparcel 33.12 - Open land area surrounding Subparcels 33.1, 33.2, 33.3, 33.4, 33.7, 33.10, and 33.11

- Subparcel 33.13 - Open storage areas X08 and X09, Building 720, open land area surrounding Buildings 720 and 727, Site 80 (Fuel and Cleaner Dispensing at Building 720)
- Subparcel 34.1 - Building 360
- Subparcel 34.2 - Open land area surrounding Building 360

3.2 Storage, Release, or Disposal of Hazardous Substances

Hazardous substances were stored for one year or more in excess of the 40 CFR Part 373 reportable quantities on the property proposed for transfer. All hazardous substance storage operations have been terminated on the property. A summary of the buildings or areas in which hazardous substances were stored is provided in Enclosures 5 and 6.

In the past:

- All grassed areas (Parcels 3.5, 3.10, 3.11, 6.1, 7.1, 8.1, 9.1, 10.2, 11.1, 12.1, 13.5, 14.2, 15.6, 16.1, 17.2, 18.2, 19.1, 20.5, 21.5, 22.1, 23.6, 23.10, 33.12, and 34.2) were sprayed with pesticides (dieldrin, DDT) and herbicides and were investigated as part of the MI RI (Site 73 - 2,4-dichlorophenoxyacetic acid, all grassed areas).
- All gravel areas (15.5, 15.6, 19.1, 20.5, 21.5, 22.1, 22.2, 23.6, 23.10, 24.4, 29.4, 33.7, 33.12, and 33.13) were sprayed with pesticides (dieldrin, DDT), herbicides, and waste oil containing pentachlorophenol (PCP) and were investigated as part of the MI RI.
- All railroad tracks (Parcels 6.1, 7.1, 8.1, 9.1, 10.2, 11.1, 12.1, 13.5, 14.2, 15.6, 16.1, 17.2, 18.2, 19.1, 20.5, 21.5, 23.6, 24.4, 29.4, 33.12, 33.13 and 34.2) were sprayed with pesticides, herbicides, and waste oil containing PCP and were investigated as part of the MI RI (Site 70 - POL/various chemical leaks, railroad tracks, Site 71 - Herbicides, all railroad tracks). The railroad tracks and ballasts were removed from 1999 through 2001.

Existing records do not support a conclusion that releases in these areas exceeded the 40 CFR Part 373 reportable quantities unless otherwise noted in Table 2. The release of hazardous substances was either remediated at the time of the release or was evaluated as part of the Installation Restoration Program (IRP). There is no risk to human health and the environment so long as the Transferee, and any subsequent lessee(s) or sublessee(s), adheres to the Environmental Protection Provisions (Enclosure 1), which include the institutional controls required by the MI ROD (Enclosure 4).

State of Tennessee law, Memphis/Shelby County ordinances, and local zoning regulations provide a high level of control, preventing drilling of groundwater wells, production/consumptive use of groundwater, and use of the property for residential or child-occupied facilities, including daycare operations (see Enclosure 4 for more information).

3.2.1 Solid Waste Management Units (SWMUs)

There are 29 SWMUs located within the boundaries of the property. The SWMUs have been addressed, as required by CERCLA. Enclosure 5 provides a summary of the remedial actions at each of the 29 SWMUs, as well as a description of the activities conducted to date at each site. The level of cleanup to be undertaken at each of the SWMUs is consistent with the intended reuse identified in the Memphis Depot Redevelopment Plan for light industrial, commercial (except daycare), and recreational (Parcel 3 only).

Due to the restrictions described in Enclosure 1, the transfer will not affect ongoing remediation efforts. Additionally, the Transferee will not conduct activities that will adversely affect ongoing remedial activities or human health or cause further degradation of the environment.

3.2.2 Groundwater Contamination

Groundwater contamination was discovered under portions of the Memphis Depot. Results from groundwater samples collected from areas beneath the property proposed for transfer indicate contaminant levels do not exceed the Safe Drinking Water Act MCLs, except at a monitoring well south of Building 308 in Subparcel 15.6 and a monitoring well south of Building 360 in Subparcel 34.2. Samples from these monitoring wells indicate levels of tetrachloroethene (PCE) and trichloroethene (TCE) that slightly exceed the MCLs. Due to the relatively low concentrations, the MI ROD, dated February 2001, did not include these areas for active remediation. The remedy selected in the MI ROD, which includes land use controls prohibiting the drilling of groundwater wells and production/consumptive use of groundwater, provides sufficient protection of human health. Groundwater beneath the property is not currently used for potable purposes and as long as the land use controls are enforced groundwater does not pose a threat to human health.

3.3 Petroleum and Petroleum Products

3.3.1 Storage, Release, or Disposal of Petroleum Products Not in Underground or Above-Ground Storage Tanks (USTs or ASTs)

Petroleum products in excess of 55 gallons were stored in the following buildings or areas (subparcel in parenthesis): 629 (12.2), 308 (15.2), 319 (15.3), Y50 (15.5), Y10 (15.6), 416 (demolished, 15.6), 468 (19.1), 469 (19.3), 690 (21.1), 490 (21.2), 689 (21.3), X03 (24.4), and X08 (33.13). There was no evidence that any petroleum or petroleum products in excess of 55 gallons at one time were released or disposed of 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.

3.3.2 USTs and ASTs

Current UST/AST Sites - There are no USTs on the property. The only AST on the property is currently used for storage of petroleum products. There is no evidence of petroleum releases from this site.

Former UST/AST Sites - There were 11 USTs and 2 ASTs on the property that were used for storage of petroleum products. There is no evidence that petroleum product releases occurred at the former UST/AST sites. A summary of the petroleum product activities is provided in Enclosure 7.

3.4 Polychlorinated Biphenyls (PCBs)

Based on a review of existing records and available information, the following PCB-containing equipment is located on the property: hermetically sealed fluorescent light bulb ballasts that may contain PCBs. This equipment is operational, properly labeled in accordance with federal and state regulations, and has been determined not to be leaking. There is evidence that PCBs or PCB-contaminated fluids were released from PCB-containing equipment at: Y50 (15.5) and 469 (19.3). The PCBs or PCB-contaminated fluids were remediated at the time of the release or as part of the IRP. The deed/easement will include the PCB notification and covenant contained in Enclosure 1.

3.5 Asbestos

Based on the Asbestos-Containing Material (ACM) Survey Report (1993 and 1994), ACM was found in the following buildings:

- Building 195 (3.2): 9-inch x 9-inch floor tile in old dining hall and lounge area, 12-inch by 12-inch floor tile in dance floor bar area and exterior AHU duct mastic; non-friable and in good condition.
- Building 196 (3.3): 12-inch by 12-inch floor tile and asphalt built-up roofing; non-friable and in good condition.
- Building 198 (3.4): 12-inch by 12-inch floor tile and mastic; non-friable and in fair condition
- Building 398 (3.5): dry wall leveling compound; non-friable and in good condition
- Building 250 (6.2): 12-inch by 12-inch floor tile, domestic water pipe insulation, domestic water pipe joint insulation, cement asbestos wall panels, putty, and roof flashing; non-friable and in good/fair condition. **Abatement:** Removed 25 linear feet (lf) of 2-inch pipe insulation in dock janitorial closet.
- Building 349 (6.3): Domestic water pipe joint insulation in janitor's closet and pipe chase, 12-inch by 12-inch floor tile and mastic in office area, cement asbestos wall board and putty on raised roof, and roof flashing; non-friable and in good condition. **Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 350 (6.4): Domestic water straight run pipe insulation, domestic water pipe joint insulation in janitor's closet, cement asbestos wall board and putty on raised roof, and roof flashing; non-friable and in good condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.

- Building 249 (7.2): 12-inch by 12-inch floor tile, 9-inch by 9-inch floor tile, cement asbestos wall panels, putty, and roof flashing; non-friable and in good condition.
- Building 229 (8.2): Thermal system pipe insulation, thermal system pipe joint insulation, cement asbestos wall board, 12-inch by 12-inch floor tile, window putty, domestic water pipe joint insulation, window frame putty, putty, and roof flashing; non-friable and in good/fair condition. **1997 Abatement:** Removed total of 3 lf of 4-inch pipe insulation from Bays 1, 3, and 5.
- Building 230 (8.3): Cement asbestos wall board, 12-inch by 12-inch floor tile, putty, and roof flashing; non-friable and in good condition.
- Building 329 (8.4): 12-inch by 12-inch floor tile and mastic in office area, 12-inch by 12-inch floor tile mastic in break room, cement asbestos products on raised roof, putty on raised roof, and roof flashing; non-friable and in good condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe in the dock janitor closet.
- Building 330 (8.5): 12-inch by 12-inch black floor tile mastic in office and break room, cement asbestos wall board on raised roof; non-friable and in good condition.
- Building 429 (9.2): Domestic water pipe joint insulation, 12-inch by 12-inch floor tile in office area, exterior window putty, cement asbestos wall board and putty on raised roof, and roof flashing; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 430 (9.3): Domestic water pipe joint insulation, window frame putty, cement asbestos wall board and putty on raised roof, and roof flashing; non-friable and in good/fair condition. **1997 Abatement:** Removed 15 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 449 (9.4): Domestic water straight run pipe joint insulation, domestic water pipe joint insulation, 12-inch by 12-inch beige vinyl floor tile and mastic in office area, concrete sealant putty, window frame putty, 12-inch by 12-inch brown floor tile in food inspection office, cement asbestos wall board and putty on raised roof section, and roof flashing; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 450 (9.5): Domestic water straight run pipe joint insulation, domestic water pipe joint insulation, exterior window putty, old door frame putty, 12-inch by 12-inch floor tile in office and break room area, cement asbestos wall board and putty on raised roof, and roof flashing; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 649 (10.1): Domestic water pipe joint insulation, 12-inch by 12-inch floor tile mastic in office area, and cement asbestos wall boards and putty on raised roof; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 549 (10.4): Domestic water pipe joint insulation, 12-inch by 12-inch floor tile in office area and break room, and cement asbestos wall boards and putty on raised

- roof; non-friable and in good/fair condition. **1997 Abatement:** Removed 15 lf of 2-inch pipe insulation in dock janitor's closet.
- Building 550 (10.5): Domestic water straight run pipe joint insulation, domestic water pipe joint insulation, and 12-inch by 12-inch floor tile mastic in office area; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
 - Building 650 (10.6): Domestic water pipe joint insulation, exterior window frame putty on raised roof; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
 - Building 529 (11.2): Domestic water pipe joint insulation, 12-inch by 12-inch floor tile and mastic in office area, and cement asbestos wall board and putty on raised roof; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
 - Building 530 (11.3): 12-inch by 12-inch floor tile and mastic in office area, and cement asbestos wall boards and putty on raised roof; non-friable and in good condition.
 - Building 630 (11.4): Domestic water pipe joint insulation, interior window frame putty, exterior window frame putty, 12-inch by 12-inch floor tile in office area, and cement asbestos wall boards and putty on raised roof; non-friable and in good/fair condition. **1997 Abatement:** Removed 25 lf of 2-inch pipe insulation in dock janitor's closet.
 - Building 629 (12.2): Domestic water straight run pipe joint insulation, 12-inch by 12-inch floor tile in office area, 12-inch by 12-inch beige vinyl floor tile in break room and smoking room, and cement asbestos wall boards and putty on raised roof; non-friable and in good/fair condition. **1997 Abatement:** Removed 30 lf of 2-inch pipe insulation in dock janitor's closet.
 - Sentry Station/Gate 23 (13.1): Asphalt built-up roofing and roof flashing; non-friable and in good condition.
 - Building 210 (13.4): Thermal system pipe insulation, thermal system pipe joint insulation, 9-inch by 9-inch floor tile, gypsum leveling compound, 12-inch by 12-inch orange floor tile south entrance Bay 3, cement asbestos panels exterior cooling tower Bay 4 mechanical room, thermal system tank insulation mechanical room Bay 5, boiler feed pipe insulation, and AHU duct insulation Bay 6; non-friable and in good/fair condition. **1994 Abatement:** Removed ACM around air handling units in Bays 1-6. **1997 Abatement:** Installed HEPA vacuum around air handling units, sprayed encapsulant around air handling units, and removed pipe insulation for approximately 20 feet from air handling units.
 - Sentry Station/Gate 22 (14.1): Door and window putty, asphalt built-up roofing and roof flashing; non-friable and in good condition.
 - Sentry Station/Gate 15 (15.1): Cement exterior kick panels, asphalt built-up roofing and roof flashing; non-friable and in good condition.

- Building 308 (15.2): Roof flashing; non-friable and in good condition.
- Building 319 (15.3): Asphalt built-up roof; non-friable and in good condition.
- Building 309 (15.6): Roof flashing, asphalt built-up roofing, and cement asbestos wall panels; non-friable and in good condition, except cement asbestos wall panels in poor condition.
- Building 717 (15.6): Cement asbestos wall boards on interior walls and ceiling, window putty and door frame putty; non-friable and in good/fair condition. **1997 Abatement:** Removed cement asbestos wallboards on walls and ceiling.
- Building 670 (20.2): 12-inch by 12-inch vinyl floor tile and mastic in break room and office areas; non-friable and in good condition. **1995 Abatement:** During window replacement project, window caulk was found to contain 2-5% chrysotile and was removed.
- Building 470 (20.3): 12-inch by 12-inch floor tile and mastic in break room and office areas and vibration dampers on air handling units in mechanical room; non-friable and in good condition **1995 Abatement:** During window replacement project, window caulk was found to contain 2-5% chrysotile and was removed.
- Building 489 (20.4): 12-inch by 12-inch floor tile mastic and duct insulation mastic; non-friable and in good condition **1995 Abatement:** During window replacement project, window caulk was found to contain 2-5% chrysotile and was removed.
- Building 690 (21.1): 12-inch by 12-inch brown and white floor tile and mastic in break room and office area, 12-inch by 12-inch black vinyl floor tile and mastic in Bay 1 temporary offices, thermal system pipe insulation on steam lines in Bay 1 and tunnel area and duct insulation in mechanical room; non-friable and in good condition. **1995 Abatement:** During window replacement project, window caulk was found to contain 2-5% chrysotile and was removed.
- Building 490 (21.2): Thermal system pipe insulation, 12-inch by 12-inch grey vinyl floor tile and mastic in Bay 1, 12-inch by 12-inch beige vinyl floor tile and mastic in temporary offices in Bays 2 and 3, 12-inch by 12-inch off-white floor tile and mastic in strip office area, and 9-inch by 9-inch brown vinyl floor tile and mastic in break room of strip office area; non-friable and in good condition. **1995 Abatement:** During window replacement project, window caulk was found to contain 2-5% chrysotile and was removed.
- Building 689 (21.3): 12-inch by 12-inch brown vinyl floor tile and mastic in strip office break room, 12-inch by 12-inch light brown vinyl floor tile and mastic in Bay 3 office area, and 12-inch by 12-inch beige vinyl floor tile mastic on top of Bay 1 office area; non-friable and in good condition. **1995 Abatement:** During window replacement project, window caulk was found to contain 2-5% chrysotile and was removed.
- Building 685 (21.4): Roof flashing; non-friable and in good condition

- Sentry Station/Gate 8 (23.2): 12-inch by 12-inch floor tile, cement board on soffits; non-friable and in good condition.
- Building 720 (33.13): Interior window putty, exterior window putty, door putty asphalt built-up roof, roof flashing, and 12-inch by 12-inch brown vinyl floor tile and mastic in break room, kitchen, and bathrooms; non-friable and in good condition.

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/easement will include the asbestos warning and covenant included in Enclosure 1.

3.6 Lead-Based Paint (LBP)

Based on the age of the buildings (constructed prior to 1978), the following buildings (subparcels) are presumed to contain LBP: 195 (3.2), 196 (3.3), 198 (3.4), 398 (3.5), 250 (6.2), 349 (6.3), 350 (6.4), 249 (7.2), 229 (8.2), 230 (8.3), 329 (8.4), 330 (8.5), 429 (9.2), 430 (9.3), 449 (9.4), 450 (9.5), 649 (10.1), 549 (10.4), 550 (10.5), 650 (10.6), 529 (11.2), 529 (11.3), 630 (11.4), 629 (12.2), 23 (13.1), 24 (13.2), 25 (13.3), 210 (13.4), 22 (14.1), 15 (15.1), 308 (15.2), 319 (15.3), 301 (15.6), 309 (15.6), 717 (15.6), 468 (19.1), 465 (19.2), 469 (19.3), 670 (20.2), 470 (20.3), 489 (20.4), 690 (21.1), 490 (21.2), 689 (21.3), 685 (21.4), 8 (23.2), 795 (23.4), 793 (23.8), 720 (33.13). The deed/easement will include the LBP warning and covenant provided in Enclosure 1.

3.7 Radiological Materials

The following buildings were used for radiological activities: 319 Bay 6, 629 Bay 2, and 359 Bay 3 (demolished). These buildings were used for storage of low level radiological materials including, but not limited to, lantern mantels containing thorium-232, smoke detectors containing americium-241, electron tubes containing thorium-232, watch dials containing tritium (H-3) and radium-226, indicator and toggle switches containing radium-226, and compasses containing tritium (H-3). Evidence of a release of radiological materials in Building 319 was indicated in the Environmental Baseline Study Radiological Survey, Defense Distribution Depot, Memphis, Tennessee, 1996. The area was remediated and the follow-up radiological survey concluded the area was suitable for unrestricted use (Termination Radiological Survey for Defense Distribution Depot Memphis, Building 319, Bay 6, 1997).

3.8 Radon

Radon surveys were not conducted in the buildings included on the property proposed for transfer. In 1996, radon surveys conducted in the former military family housing units (Parcel 2) indicated that radon was not detected above the United States Environmental Protection Agency (EPA) residential action level of 4 picoCuries per liter (pCi/L).

3.9 Unexploded Ordnance

Based on a review of existing records and available information, none of the buildings or surrounding land proposed for transfer are known to contain unexploded ordnance. One site on the land proposed for transfer (Subparcel 3.10 – Former pistol range) was identified as possibly containing unexploded ordnance in the Ordnance and Explosive Waste Chemical Warfare Materials Archives Search Report for Memphis Defense Depot (U. S. Army Corps of Engineers - St. Louis, 1995). This site was investigated during the MI RI and no unexploded ordnance was discovered.

3.10 Adjacent Hazardous Conditions

Hazardous conditions adjacent to the property proposed for transfer are discussed in the MI Remedial Design (RD) report. The presence of these hazardous conditions does not present an unacceptable risk to human health and the environment because the deed will contain the Environmental Protection Provisions (Enclosure 1) prohibiting the use of groundwater for any purpose.

4.0 Remediation

The following environmental orders/agreements are applicable to the property proposed for transfer: Federal Facilities Agreement (FFA), MI ROD, and MI LUCIP, which will be included in the MI RD. The Institutional Controls (ICs) required by the MI ROD are in place via lease restrictions included in the Master Interim Lease and subsequent Findings of Suitability to Lease for MI property (EPA Letter dated February 4, 2003, Re: Proposed Category Changes for Environmental Condition of Property at the Memphis Depot). The deed/easement will include the Institutional Controls required by the MI ROD as well as a provision reserving the Army's right to conduct remediation activities (see Enclosures 1 and 4).

5.0 Regulatory/Public Coordination

The EPA Region 4, the Tennessee Department of Environment and Conservation (TDEC), and the public were notified of the initiation of the FOST. Regulatory/public comments received during the FOST development were reviewed and incorporated, as appropriate. All regulatory comments were resolved. The public review period for this FOST extended from March 26 through April 26. No comments were received from the public during this period. A copy of all comments is included (Enclosure 8).

6.0 National Environmental Policy Act (NEPA) Compliance and Consistency with Local Reuse Plan

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the NEPA. The results of this analysis have been documented in the Final Environmental Assessment for BRAC 95 Disposal and Reuse of Defense Depot Memphis, Tennessee. Any encumbrances or conditions identified in such analysis as necessary to protect human health or the environment have been incorporated into the FOST. In addition, the proposed transfer is consistent with the intended reuse of the property as set forth in the Depot Redevelopment Corporation's Memphis Depot Redevelopment Plan.

7.0 Environmental Protection Provisions


On the basis of the above results from the EBS and other environmental studies and in consideration of the intended use of the property, certain terms and conditions are required for the proposed transfer. These terms and conditions are set forth in Enclosure 1 and will be included in the deed/easement.

8.0 Finding of Suitability to Transfer

Based on the above information, I conclude that DOD requirements to reach a finding of suitability to transfer the property have been met, subject to the terms and conditions set forth in Enclosure 1. 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 to the Environmental Protection Provisions, the deed/easement for this transaction will also contain:

- The covenant under CERCLA §120(h)(3)(A)(ii)(I) warranting that all remedial action under CERCLA necessary to protect human health and the environment with respect to hazardous substances remaining on the property has been taken before the date of transfer.
- The covenant under CERCLA §120(h)(3)(A)(ii)(II) warranting that any remedial action under CERCLA found to be necessary after the date of transfer with respect to such hazardous substances remaining on the Property shall be conducted by the United States.
- The clause as required by CERCLA §120(h)(3)(A)(iii) granting the United States access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of transfer.

As required under the CERCLA Section 120(h) and DOD FOST Guidance, notification of hazardous substance activities and petroleum product activities shall be provided in the deed/easement (see Enclosures 6 and 7).

 JUL 01 2004
 Thomas E. Lederle
 Director, Base Realignment and Closure
 Hampton Field Office

8.1 Enclosures

- Enclosure 1 - Environmental Protection Provisions
- Enclosure 2 - Environmental Condition of Property Map
- Enclosure 3 - Environmental Documentation
- Enclosure 4 - Summary of Land Use Controls and Monitoring Requirements
- Enclosure 5 - Description of Property
- Enclosure 6 - Notification of Hazardous Substance Storage, Release, or Disposal
- Enclosure 6A - Hazardous Materials Stored at the Depot
- Enclosure 7 - Petroleum Product Storage, Release, or Disposal
- Enclosure 8 - Regulatory Comments

Enclosure 1

Environmental Protection Provisions

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The following conditions, restrictions, and notifications will be placed in the deed/easement to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at former Defense Depot Memphis, Tennessee.

Inclusion of Provisions

The person or 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/easements, transfers, leases, or grant of any interest, privilege, or license.

NPL Property

The United States acknowledges that Defense Depot Memphis, Tennessee, has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended. The Transferee/Grantee acknowledges that the United States has provided it with a copy of the Defense Depot Memphis, Tennessee FFA entered into by the EPA, Region 4, the Tennessee Department of Environment and Conservation, and the Defense Logistics, effective on March 6, 1995, and will provide the Transferee/Grantee with a copy of any amendments thereto. The person or entity to whom the property is transferred 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 person or entity to whom the property is transferred further agrees that notwithstanding any other provisions of the property transfer, the United States assumes no liability to the person or entity to whom the property is transferred should implementation of the FFA interfere with their use of the property. The person or entity to whom the property is transferred or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

State Hold Harmless Clause

The 'Environmental Restoration, Defense,' provision in the DOD Appropriations Act of 1993 (H.R. 5504, 102d Cong.) provides that if the DOD transfers or leases real property to a State or political subdivision of a State, the United States shall hold harmless, defend and indemnify such entity from and against all claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, fines, lawsuits and other proceedings, judgments, awards and costs and expenses arising out of, or in any manner predicated upon, the presence, release or threatened release of any hazardous substance, pollutant or contaminant resulting from the activities of the DOD, (including the activities of any lessee, licensee or other person on the property during any time that the property was under the control of the DOD).

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Environmental Protection Provisions

CERCLA Access Clause

The Government, the EPA, and TDEC and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Grantee/Transferee, to enter upon the Transferred Premises in any case in which a response action or corrective action is found to be necessary, after the date of transfer of the property, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, the following purposes:

- To verify continued compliance with the land use restrictions that have been selected by the ROD for this property and which have been included in the Environmental Protection Provisions;
- To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testing-pitting, test soil borings and other activities;
- To inspect field activities of the Government and its contractors and subcontractors;
- To conduct any test or survey related to the environmental conditions at the Transferred Property or to verify any data submitted to the EPA or Tennessee Department of Environment and Conservation by the Government relating to such conditions;
- To construct, operate, maintain or undertake any other response or remedial actions as required or necessary including, but not limited to monitoring wells, pumping wells and treatment facilities.

Notice of Land Use Restrictions

In accordance with *Tennessee Code* Section 68-212-225 *et seq.*, the Army's property disposal agent will prepare a Notice and record it in the Shelby County Register of Deeds office. The Notice will be filed by the Army's property disposal agent within 60 days following issuance of the final Remedial Design for the Main Installation. A copy of the *Tennessee Code* Section 68-212-225 *Notice of Land Use Restrictions* is available at <http://www.michie.com/resources1.html>

The Notice will: 1) include a legal description of the site; 2) identify the location and dimensions of the areas of potential environmental concern with respect to surveyed, permanent benchmarks; 3) identify generally the type, location, and quantity of regulated hazardous substances known to exist at the site; and 4) identify specific restrictions on the current or future use of the site.

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No Liability for Non-Army Contamination

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

Restricted to Commercial/Industrial Use

The Department of the Army has undertaken careful environmental study of the property and concluded, with the Grantee's/Transferee's concurrence, that the highest and best use of the property is limited, as result of its environmental condition, to commercial and industrial uses, excluding child-occupied facilities, including daycare operations. In order to protect human health and the environment and further the common environmental objectives and land use plans of the United States, State of Tennessee and the Depot Redevelopment Corporation, the covenants and restrictions shall be included to assure the use of the property is consistent with environmental condition of the Property. These following restrictions and covenants benefit the lands retained by the Grantor and the public welfare generally and are consistent with state and federal environmental statutes.

A. Restrictions and Conditions. The Grantee /Transferee covenants for itself, its successors, and assigns not to use the Property for residential land use or other child-occupied facilities, including daycare on the MI (except Parcels 1 and 2 of Functional Unit 6) and no production/consumptive use of groundwater or drilling groundwater wells on the MI (except Parcels 1 and 2 of Functional Unit 6), the Property having been remediated only for commercial and industrial uses. The Grantee/ Transferee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee/Transferee, its successors and assigns; shall run with the land; and are forever enforceable. Nothing contained herein shall preclude the Grantee/Transferee from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional remediation necessary to allow for residential use of the Property. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's/Transferee's obtaining the approval of the Tennessee Department of Environment and Conservation and, if required, any other regulatory agency, the Grantor agrees, without cost to the United States, to release or, if appropriate, modify this restriction by recordation of an amendment hereto.

The restrictions and conditions stated in Section A benefit the public in general and the territory surrounding the Property, including lands retained by the United States, and, therefore, are enforceable by the United States government. The Grantee/Transferee covenants for itself, its successors, and assigns that it shall include and otherwise make legally bindings, the restrictions in Section A in all subsequent lease, transfer or conveyance documents relating the Property subject hereto.

Restricted to Recreational Use

The Department of the Army has undertaken careful environmental study of the property and concluded, with the Grantee's/Transferee's concurrence, that the use of Parcel 3 may be used, as result of its environmental condition, for recreational uses. In order to protect human health and the environment and further the common environmental objectives and land use plans of the United States, the State of Tennessee and Grantee/Transferee, the covenants and restrictions shall be included to assure the use of the property is consistent with environmental condition of the Property. These following restrictions and covenants benefit the lands retained by the Grantor and the public welfare generally and are consistent with state and federal environmental statutes.

A. Restrictions and Conditions. The Grantee /Transferee covenants for itself, its successors, and assigns not to use the Property for residential purposes, the Property having been remediated only for recreational uses. In addition, fencing along the boundary of the Southeast Golf Course Area (Parcel 3) will be maintained by the Grantee /Transferee covenants for itself, its successors, and assigns to preclude casual access by adjacent offsite residents or trespassers. The Grantee/Transferee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the property that would violate the restrictions contained herein (e.g. the construction of residential housing). These restrictions and covenants are binding on the Grantee/Transferee, its successors and assigns; shall run with the land; and are forever enforceable. Nothing contained herein shall preclude the Grantee/Transferee from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional remediation necessary to allow for residential use of the Property. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's/Transferee's obtaining the approval of the Tennessee Department of Environment and Conservation and, if required, any other regulatory agency, the Grantor agrees, without cost to the United States, to release or, if appropriate, modify this restriction by recordation of an amendment hereto.

The restrictions and conditions stated in Section A benefit the public in general and the territory surrounding the Property, including lands retained by the United States, and, therefore, are enforceable by the United States government. The Grantee/Transferee covenants for itself, its successors, and assigns that it shall include and otherwise make legally bindings, the restrictions in Section A in all subsequent lease, transfer or conveyance documents relating the Property subject hereto.

Groundwater Restrictions

A. Restrictions and Conditions. The Grantee/Transferee covenants for itself, its successors, and assigns not to: (a) access or use groundwater underlying the Property for any purpose, the Property having been remediated only for commercial and industrial uses. For the purpose of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of CERCLA. The Grantee/Transferee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the

property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee/Transferee, its successors and assigns; shall run with the land; and are forever enforceable.

B. **Enforcement.** The restrictions and conditions stated in Section A benefit the public in general and the territory surrounding the Property, including lands retained by the United States, and, therefore, are enforceable by the United States government. The Grantee/Transferee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the restrictions in Section A in all subsequent lease, transfer or conveyance documents relating to the Property subject hereto.

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

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

A. The Grantee/Transferee 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. 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, contained in the Environmental Baseline Survey, the Lead-Based Paint Surveys, and Risk Assessment, have been provided to the

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Grantee/Transferee. All purchasers must receive the federally approved pamphlet on lead poisoning prevention. The Grantee/Transferee hereby acknowledges receipt of all of the information described in this subparagraph.

C. The Grantee/Transferee 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/Transferee 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/Transferee 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/Transferee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the 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/Transferee 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/Transferee 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/Transferee 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

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residential purposes. This section and the obligations of the Grantee/Transferee hereunder shall survive the expiration or termination of this MOA, and any conveyance of the Property to the Grantee/Transferee. The Grantee's/Transferee's obligation thereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

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

Notice of the Presence of Asbestos and Covenant

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

B. The Transferee/Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Transferee/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 Transferee/Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Transferee/Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property.

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

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

E. No warranties, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain

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asbestos or is or is not safe for a particular purpose. The failure of the grantee/transferee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States.

F. The Grantee/Transferee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the property, to the Grantee/Transferee or any future remediation or abatement of asbestos or the need therefore. The Grantee's/Transferee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

PCB Notification and Covenant

A. The Grantee/Transferee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the Property to be conveyed, described as follows: hermetically sealed fluorescent light bulb ballasts that may contain PCBs. 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 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/Transferee any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee/Transferee with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

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

Notice of Historic Property and Preservation Covenant

A. In consideration of the conveyance of former Defense Depot Memphis, Tennessee, located in Shelby County, Tennessee, the Grantee/Transferee hereby covenants on

Enclosure 1
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behalf of itself, its heirs, successors, and assigns at all times to the Tennessee Historical Commission to preserve and maintain Buildings 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, 650, 9, 22 and 23 at the former Defense Depot Memphis, Tennessee, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992), in order to preserve and enhance those qualities that make the 23 buildings at the former Defense Depot Memphis, Tennessee, eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. In addition, any design review guidelines established by a Preservation Commission with appropriate authority will be followed. If the Grantee/Transferee desires to deviate from these maintenance standards, the Grantee/Transferee will notify and consult with the Tennessee Historical Commission in accordance with the attached Memorandum of Agreement.

Advisory
Council On
Historic
Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

JUN 15 1998

Colonel Earle C. Richardson, GS
Deputy Chief of Staff for
Engineering, Housing, Environment and Installation Logistics
U.S. Army Materiel Command
Department of the Army
5001 Eisenhower Avenue
Alexandria VA 22333-0001

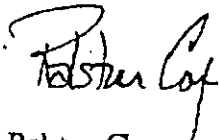
REF: Closure of Defense Distribution Depot
Memphis, Shelby County, Tennessee

Dear Coloney Richardson:

The enclosed Memorandum of Agreement for the referenced project has been accepted by the Council. This acceptance completes the requirements of Section 106 of the National Historic Preservation Act and the Council's regulations. We recommend that you provide a copy of the fully-executed Agreement to the Tennessee State Historic Preservation Officer.

Should you have any questions, please contact me at (202) 606-8528.

Sincerely,



Ralston Cox
Historic Preservation Analyst
Office of Planning and Review

Enclosure

MEMORANDUM OF AGREEMENT
between
UNITED STATES ARMY MATERIEL COMMAND
and
TENNESSEE STATE HISTORIC PRESERVATION OFFICER
for the
CLOSURE AND DISPOSAL OF DEFENSE DISTRIBUTION DEPOT MEMPHIS.
TENNESSEE

March 1998

WHEREAS the United States Army (Army) Materiel Command is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and is proceeding with the closure of Defense Distribution Depot Memphis, Tennessee (DDMT), and consequent disposal of excess and surplus property in a manner consistent with the requirements of the applicable Defense Base Closure and Realignment Commission recommendation; and

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

WHEREAS the Council has elected to not participate further in this consultation for the disposal of the historic properties at DDMT through their letter dated August 21, 1997; and

WHEREAS the Army has established the area of potential effect, as defined at 36 CFR Section 800.2(c), to be the 642 acre parcel and improvements known as the DDMT, bounded by Airways Boulevard on the east, Ball Road on the south, Perry Road on the west, and Dunn Avenue on the north, and includes the 68 acre parcel identified as the Dunn Field Area north of Dunn Avenue, which is bounded by Hays Street on the east, Person Avenue on the north, and by Kyle Street on the west, in Memphis, Tennessee, as depicted in Attachment A; and,

WHEREAS historic properties at DDMT include a group of similar warehouse buildings 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, also known as the 20 *Typicals*, and three sentry stations identified as buildings 9, 22, and 23, and which are by concurrence determination contained in a letter from DDMT dated December 1, 1997, considered eligible for the National Register of Historic Places because of

their association with the events of WW II. and which are more fully described in Attachment B: and

WHEREAS the Army has completed historical, architectural, archival, and archeological assessments of the property, including: *A Cultural Resources Inventory and Assessment at the Defense Distribution Depot Memphis, Tennessee* (Holmes et al. 1996) and *Archeological Survey of Two Parcels at Defense Depot Memphis, Tennessee* (Fields and Tuttle 1997); and

WHEREAS the Depot Redevelopment Corporation of Memphis and Shelby County (DRCMS) acting as the Local Redevelopment Authority (LRA) for DDMT was established pursuant to authority contained in the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended; and

WHEREAS, the DRCMS has expressed the desire of the City to obtain DDMT in its entirety, excepting the Dunn Field Area which will remain in the possession of the Army, pursuant to the Economic Development Conveyance authority as found in the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510), and

WHEREAS, the DRCMS has identified specific structural modifications to the identified group of warehouses (the 20 *Typicals*) which will involve minor alterations to the loading platforms of existing buildings and the potential removal of four warehouses (buildings 349, 449, 549, and 649) in order to facilitate the economic redevelopment of the property; and

WHEREAS interested members of the public including: the DRCMS; the Memphis and Shelby County Office of Planning and Development; the Restoration Advisory Board (RAB) for the DDMT; the Memphis Landmarks Commission; the Association for the Preservation of Tennessee Antiquities; the West Tennessee Historical Society; Memphis Heritage, Incorporated; and the Chickasaw Nation, have been provided opportunities to comment on the effects this facility closure may have on historic properties at DDMT through invitation to comment letters, a newspaper advertisement placed in the Memphis Commercial Appeal on September 24, 1997 seeking public comment, and meetings open to the public on the redevelopment of DDMT held on September 5, 1996, October 24, 1996 and January 9, 1997, and other means; and

WHEREAS in carrying out the disposal of excess and surplus property the Army will comply with all applicable laws and regulations; and

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

STIPULATIONS

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

I. Identification and Evaluation

The Army has completed identification and evaluation efforts at the DDMT and identified a group of WW II warehouses (building numbers 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650), also known as the *20 Typicals*, and three sentry stations identified as buildings 9, 22, and 23, which are further discussed in Attachment B, as eligible for listing in the National Register of Historic Places. The Army has determined in consultation with the TNSHPO in accordance with 36 C.F.R. § 800.4 that the area of potential effect is the existing boundary of DDMT, including the Dunn Field Area, and that the existing information is adequate to identify all significant buildings, structures, objects, or archeological properties for the purpose of Section 106 of the NHPA. The Army and the TNSHPO have also determined in consultation that no other buildings, structures, archeological sites, or objects at DDMT, and within the Dunn Field Area, are considered eligible for the National Register of Historic Places and that no further identification efforts are required.

II. Recordation

A. Prior to the conveyance of all or any part of DDMT to the DRCMS or other entity, the Army shall complete additional general photodocumentation of the 108 individual buildings and structures currently on DDMT. All general photography will be in a 35mm format consisting of at a minimum two views of the exterior of each building or structure with an associated view of the interior (if accessible) accompanied by a brief statement of the building number, its current and historic use, type of construction, and year of construction. In addition to the 35mm photographs, large format (4x5) photographs will be taken of a representative example of one of the warehouses identified as eligible for listing in the National Register of Historic Places and of each of the sentry stations also identified as eligible for listing in the National Register of Historic Places. The large format photographs will provide at a minimum two exterior and one interior view of each property. In addition, a minimum of eight large format views will be produced showing the overall setting of DDMT. All photographs will be produced on archival quality paper. The Army will provide the TNSHPO and the DRCMS individual copies of all of the aforementioned photographs and will ensure that copies of: *A Cultural Resources Inventory and Assessment at the Defense Distribution Depot Memphis, Tennessee* (Holmes et al. 1996) and *Archeological Survey of Two Parcels at Defense Depot Memphis, Tennessee* (Fields and Tuttle 1997) are provided to the TNSHPO and DRCMS. This documentation fulfills the Army's responsibility for recordation as required pursuant to Section 110(b) of the National Historic Preservation Act prior to transfer of the property to the DRCMS.

B. Existing documentation currently held at DDMT consisting of historical photographs, drawings and plans of the buildings and structures, shall be retained at DDMT in a suitable location where it will be accessible to researchers and that is acceptable to the Army and TNSHPO.

III. Caretaker Maintenance of Historic Properties

The Army will ensure the provision of caretaker building maintenance, security, and fire protection pending the transfer, lease, or sale of historic properties at DDMT. These caretaker activities shall be conducted in accordance with Public Works Bulletin 420-10-08 (17 March 1993), Facilities Operation, Maintenance, and Repair Guidance for Base Realignment and Closing Installations (and subsequent revisions).

IV. Interim Licenses and Leases

Any Interim License or lease of part or all of DDMT to the DRCMS or any other entity by the Army, except to another Federal agency by the Army, prior to final transfer of the properties identified in Attachment B as eligible for the National Register of Historic Places, will include language as provided in Attachment C and C.1 of this agreement as appropriate.

V. Disposal of DDMT Properties

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

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

B. Assignments to Other Federal Agencies

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

C. Public Benefit Conveyances to Non-Federal Recipients

In disposing of historic property(ies) directly to a non-Federal recipient--at the request of a sponsoring Federal agency, and pursuant to the Public Benefit Conveyance authorities contained in the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 471 et seq.), and other applicable authorities--a preservation covenant similar to that found at Attachment D will be incorporated in the transfer instrument(s) for the historic properties identified at DDMT. The Army will promptly notify the TNSHPO in writing of each such transfer of historic property.

D. Economic Development Conveyances to LRAs

(1) In disposing of historic property(ies) to the Depot Redevelopment Corporation of Memphis and Shelby County (DRCMS) acting as the Local Redevelopment Authority (LRA) pursuant to the Economic Development Conveyance authority contained in the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, as amended), the preservation covenant found at Attachment D will be incorporated in the transfer instrument(s) for the historic properties identified at DDMT. The Army will promptly notify the TNSHPO in writing of each such transfer of historic property.

(2) The DRCMS has, in consultation with the Army and the TNSHPO, identified specific structural modifications to the identified group of warehouses (the *20 Typicals*) which will involve minor alterations to the loading platforms and the potential removal of four warehouses (buildings 349, 449, 549, and 649). These modifications are necessary to facilitate the economic redevelopment of the property as an industrial site. The proposed modifications are discussed in Attachment D and will be incorporated in the transfer instrument(s) for the historic properties identified at DDMT. None of the proposed modifications will be permitted to occur until the recordation identified at Stipulation II are completed by the Army and accepted by the TNSHPO. Upon acceptance by the TNSHPO of the documentation as prepared by the Army, the DRCMS will be notified in writing that the proposed modifications may proceed.

E. Competitive Sales

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

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

(2) Information on financial incentives for rehabilitation of historic structures;

(3) Information indicating that appropriate preservation covenants will be incorporated in the instrument transferring title to the property, and that these covenants will be substantively identical to that found at Attachment D of this agreement for the historic properties identified at DDMT, unless modifications are authorized pursuant to the process described in paragraph V.G. below, and as required to accord the covenants with state law.

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

F. Negotiated Sales

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

G. Covenant Modification to Facilitate Transfer

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

VI. Environmental Remediation

A. *Environmental remediation is planned for several of the structures identified in Stipulation I consisting of steam cleaning the interior walls of the warehouses. No significant environmental hazards or impacts to the historic integrity of these structures is foreseen. Other*

proposed remediation plans do not currently impact any of the historic properties identified in Stipulation I. If the Army determines that any historic properties will be affected by any subsequently developed or proposed remediation plan, the Army will consult with the TNSHPO to determine what steps should be taken, if any, with respect to those effects. Proposed remediation plans will be coordinated between the U.S. Army Materiel Command, Defense Logistics Agency, and the DDMT BRAC Environmental Coordinator (BEC) to identify any effects to historic properties, known or yet to be discovered.

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

(1) Proposed remediation plans or supplemental documentation furnished by the Army will provide descriptions of any potential conflicts between remediation and preservation of historic properties:

(2) In situations where the Army determines that there is an immediate threat to human health, safety, or the environment, and that remediation must proceed without first taking steps to preserve historic properties, then the Army's reasons for so determining will be fully described:

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

VI. Anti-Deficiency Act

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

VII. Status Reports

Until such time as all DDMT historic properties have been transferred from Army control in accordance with the terms of this agreement, the Army will provide an annual status report to the TNSHPO to review implementation of the terms of this agreement and to determine whether

amendments are needed. If amendments are needed, the signatories to this agreement will consult, in accordance with Stipulation IX, of this agreement, to make such revisions.

VIII. Dispute Resolution

A. Should the TNSHPO object within thirty (30) days to any plans or other documents provided by the Army or others for review pursuant to this agreement, or to any actions proposed or initiated by the Army pursuant to this agreement, the Army shall consult with the objecting party to resolve the objection. If the Army determines that the objection cannot be resolved, the Army shall forward all documentation relevant to the dispute to the Council and ask that the Council rejoin the consultation process per 36 C.F.R. § 800.5(e) of the regulation. Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

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

(2) Notify the Army that it will comment pursuant to 36 C.F.R. 800.6(b), and proceed to comment.

Any Council comment will be taken into account by the Army in accordance with 36 C.F.R. 800.6(c)(2) with reference to the subject of the dispute.

B. Any recommendations or comment provided by the Council pursuant to Stipulation VIII.A(1) above will pertain only to the subject of the dispute; the Army's responsibility to carry out all other actions under this agreement that are not the subjects of the dispute will remain unchanged.

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

IX. Amendments

A. The Army or the TNSHPO may request that this MOA be revised, whereby the parties will consult to consider whether such revision is necessary.

B. If it is determined that revisions to this MOA are necessary, then the Army and the TNSHPO shall consult pursuant to 36 C.F.R. Part 800.5(e)(5) to make such revisions. Except that reviewing parties must comment on, or signify their acceptance of, the proposed changes to the MOA in writing within 30 days of their receipt.

X. Termination of Agreement

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

Execution and implementation of this MOA evidences that the Army has afforded the TNSHPO a reasonable opportunity to comment on the closure and disposal of excess and surplus property at DDMT, and that the Army has taken into account the effects of the undertaking on historic properties. Execution and compliance with this Memorandum of Agreement fulfills the Army's Section 106 responsibilities regarding the closure and disposal of DDMT.

DEPARTMENT OF THE ARMY

By: James M. Link
MG James M. Link, Chief of Staff
U.S. Army Materiel Command

Date: 20 April 1998

TENNESSEE STATE HISTORIC PRESERVATION OFFICER

By: Herbert L. Harper
Mr. Herbert L. Harper
Deputy State Historic Preservation Officer

Date: 5/5/98

Concur:

By: Jim Covington
Mr. Jim Covington, President
Depot Redevelopment Corporation of Memphis and Shelby County

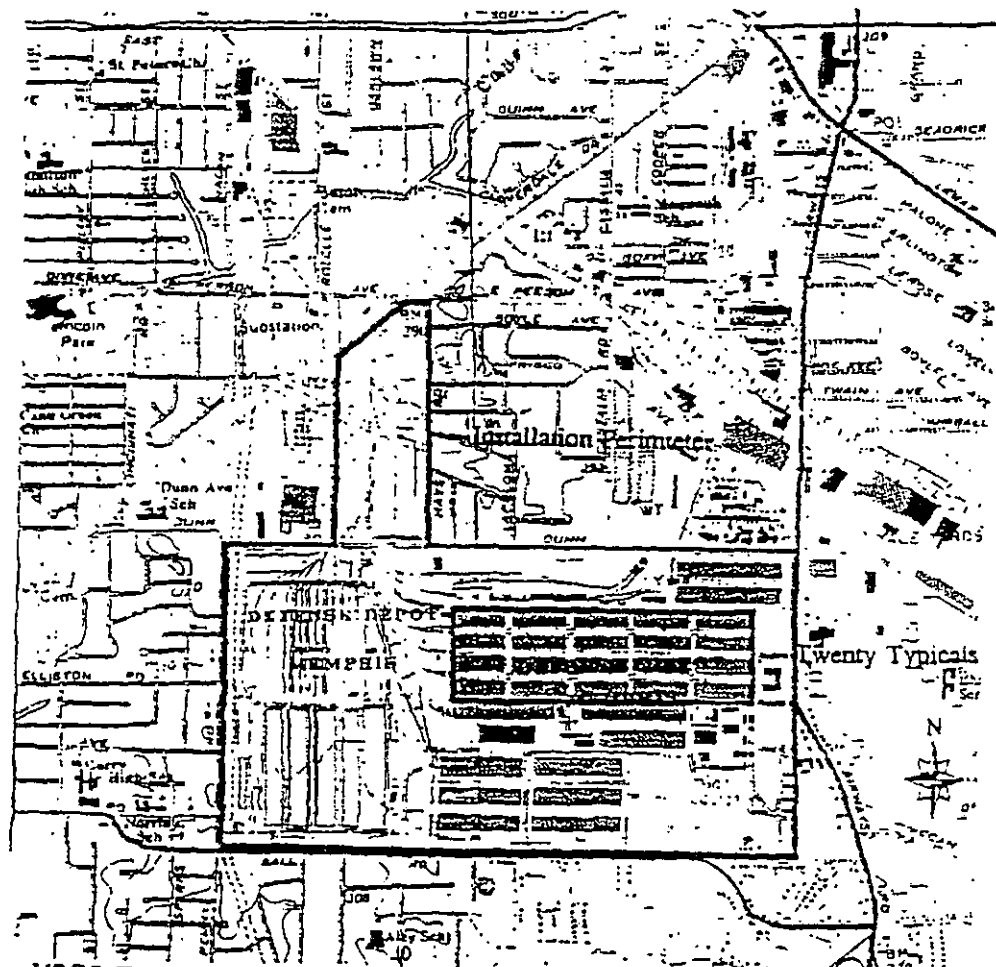
Date: 3/20/98

ACCEPTED for the Advisory Council on Historic Preservation

By: John M. Fowler
Mr. John M. Fowler
Executive Director

Date: 6/12/98

Defense Distribution Depot Memphis, Tennessee
Area of Potential Effect

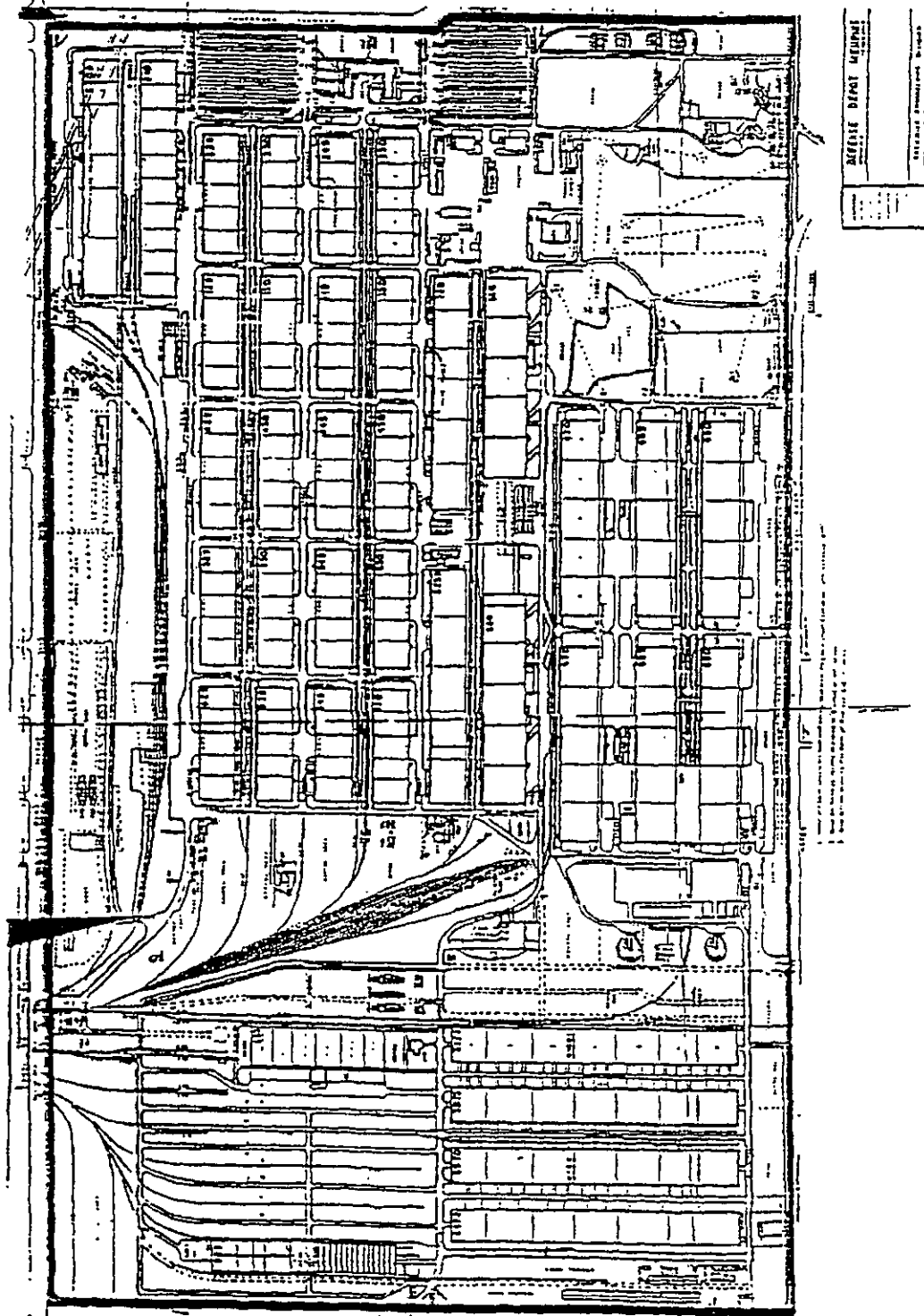


USGS Topographic Maps Showing the Project Area (Southwest Memphis, 7.5 1965, and Southeast Memphis, 7.5, 1965).

TENNESSEE

QUADRANGLE LOCATION

Area of DDMT to be Excessed to the Depot Redevelopment Corporation of Memphis and Shelby County



ATTACHMENT B:

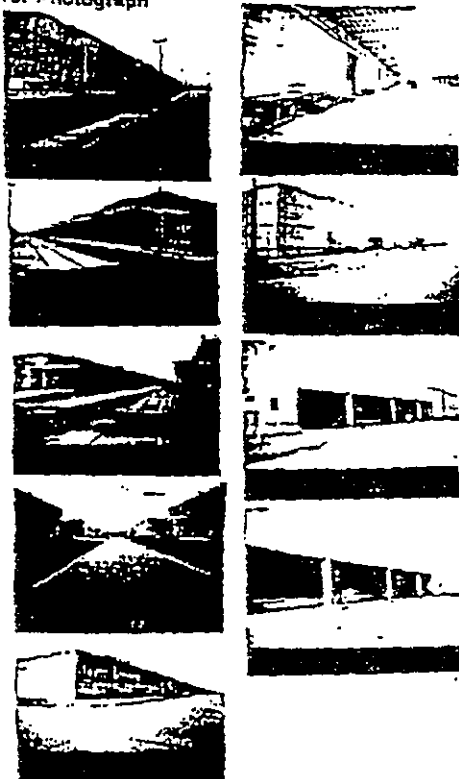
Defense Distribution Depot Memphis, Tennessee
Inventory of Historic Properties
on or Eligible for the National Register of Historic Places

ARCHITECTURAL INVENTORY RECORD

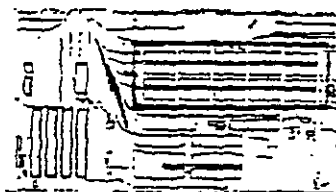
| | |
|--|--|
| 1. Name(s) of Structure: Buildings 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649 and 650 | 2. Location: C, D, E, F and G Streets |
| 3. Date(s) of Construction: 1942 | 4. Use (original / current): General purpose warehouses : same |
| 5. Condition: Good | 6. NR Eligibility Rating: Eligible (district) |
| 7. Description: <p>Buildings 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649 and 650 are 109,956 square foot, poured concrete warehouses with flat built-up roofs, clerestories, and poured concrete foundations. Each building holds four interior concrete fire walls that extend above the roofline. The central bays of north or south facades of each building are recessed with four loading bays and overhead track doors, as well as three single door entries of glass and steel design. Recessed bays are supported by three poured concrete columns resting on oval concrete slabs. Poured concrete ramps front the loading bays. Flanking recessed loading bays are Art Deco influenced concrete pilasters with fluting. At the north or south facade of each warehouse are three half-story utility wings of five-course common bond brick. Utility wings have flat roofs and solid metal doors. Also at north or south facades are original circular metal ladders that lead to the roofline. These facades have four window bays with double-hung, metal sash lights; three solid steel doors with concrete stoops; and 19 enclosed vents. At the west and east facades are eight enclosed louvered vents and overhead track doors at single loading bays. Lengthwise facades opposing recessed loading bays (either north or south) hold 12 loading bays with overhead track doors. These facades also hold full length concrete loading ramps and shed awnings. Railroad tracks run between the buildings at 12-bay facades.</p> <p>At the west or east end of recessed bays are enclosed offices with concrete walls, tile floors, and double-hung metal sash windows. At the opposing end of recessed bays are lavatories with original porcelain sinks, urinals, metal fixtures, wood ceilings, concrete walls and floors; and overhead light fixtures. Bathrooms retain double-hung metal sash windows. With the exception of Building 550, which has steel roof supports, warehouses retain original wood ceilings and frame trusses supported by concrete columns. Fire walls hold two overhead track doors at north and south ends of each wall. Clerestory interior twelve-light windows remain intact, as do open floor plans with poured concrete walls and ceilings. Original overhead fixtures have been replaced with fluorescent lighting. Heating facilities are partitioned by concrete walls. Building 550 has a steel truss support roof and replacement lighting. The upper third of concrete columns supporting this building have been removed and replaced with steel beams. These alterations do not detract from the architectural integrity of the building.</p> | |
| 8. Historical Data: <p>Established in 1941, the Memphis Defense Distribution Depot was created as an Army Distribution Center to meet the supply needs of Army forces engaged in World War II missions. Completed in June 1942, the installation was originally known as "Memphis General Depot." Constructed near the Frisco Railroad Yards located south of downtown Memphis, Tennessee, the depot's mission since 1941 has been associated with receiving, storing, and shipping supplies.</p> | |
| 9. Significance: <p>These twenty concrete warehouses, constructed during the initial World War II build-up of Defense Distribution Depot Memphis, represent the overall mission of the base and have continuously played a key role in the supply mission of the depot. They retain a high degree of architectural and historical integrity, having undergone minimal alterations since construction in 1942. The World War II era warehouses are considered eligible under Criteria a and c as a district because of their architectural and historical contributions.</p> | |

Buildings 229, 230, 249, 250, 329, 330, 349, 350,
429, 430, 449, 450, 529, 530, 549, 550, 629, 630,
649 and 650, page 2 of 2

10. Photograph



11. Sketch Map of Location



12. Sources:

U.S. Department of the Interior, National Park Service. *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. Washington, D.C.: National Park Service, 1991 (revised).
Newspaper clippings and historic photographs on file, environmental and engineering divisions, Defense Distribution Depot Memphis, Memphis, Tennessee.
Interviews with Grady Barnes, Ralph Warman, and Bill Gray, Defense Distribution Depot Memphis, Memphis, Tennessee, 13 August 1996.

13. Inventoried By: Ruth D. Nichols

14. Date: August 14, 1996

15a. Affiliation: TRC Marian Associates, Inc.

15b. Project: Defense Distribution Depot Memphis

TRC Marian Associates, Inc.
Form CR-30

ARCHITECTURAL INVENTORY RECORD

| | |
|---|--|
| 1. Name(s) of Structure: Building 9 | 2. Location: G Street (Western boundary of installation) |
| 3. Date(s) of Construction: 1946 | 4. Use (original / current): Sentry station ; vacant |
| 5. Condition: Good | 6. NR Eligibility Rating: eligible |

7. Description:

Building 9 is a 420 square foot, one-story, five-course, common bond brick sentry station with a flat roof and a poured concrete foundation. The north end of the building is built into an embankment. This section of the building holds a lavatory. Windows are three-light jalousie and two-over-two horizontal rash design. At the east facade is the primary entry which holds a three-light wood panel door with a shed metal awning. At the south facade is a metal replacement door. The rear (west) facade holds four windows. There is no fenestration at the north facade. The interior lavatory retains some original porcelain fixtures and a modern wash basin. The south end of the building holds original office space which is currently utilized to house electrical equipment. An interior window has been infilled with brick at the south facade. Original interior brick walls and concrete floor remain intact.

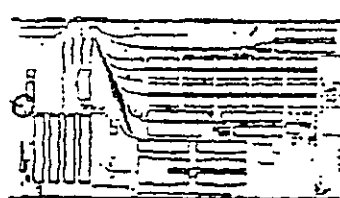
8. Historical Data:

Established in 1941, the Memphis Defense Distribution Depot was created as an Army Distribution Center to meet the supply needs of Army forces engaged in World War II missions. Completed in June 1942, the installation was originally known as "Memphis General Depot." Constructed near the Frisco Railroad Yards located south of downtown Memphis, Tennessee, the depot's mission since 1941 has been associated with receiving, storing, and shipping supplies.

9. Significance:

This property is a typical World War II era building constructed for the supply mission of Defense Distribution Depot Memphis. The property fails to exhibit outstanding features of architectural significance, nor is it associated with a person of historic significance. The building, individually, does not represent a unique historical event or series of events. For these reasons, the property does not appear eligible under Criterion a, b, or c.


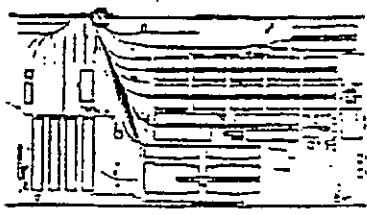
10. Photograph

11. Sketch Map of Location

12. Sources:

U.S. Department of the Interior, National Park Service, *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. Washington, D.C.: National Park Service, 1991 (revised).
 Newspaper clippings and historic photographs on file, environmental and engineering divisions, Defense Distribution Depot Memphis, Memphis, Tennessee.
 Interviews with Grady Barnes, Ralph Warman, and Bill Gray, Defense Distribution Depot Memphis, Memphis, Tennessee, 13 August 1996.



| | |
|--|---|
| 13. Inventoried By: Ruth D. Nicious | 14. Date: August 15, 1996 |
| 15a. Affiliation: TRC Marian Associates, Inc. | 15b. Project: Defense Distribution Depot Memphis |

ARCHITECTURAL INVENTORY RECORD

| | |
|--|---|
| 1. Name(s) of Structure: Building 22 | 2. Location: Corner of Dunn Ave. and A Street |
| 3. Date(s) of Construction: 1942 | 4. Use (original, current): Sentry station - variant |
| 5. Condition: Good | 6. NR Eligibility Rating: eligible |
| 7. Description: Building 22 is a 67 square foot, one-story, five-course, common bond brick sentry station with a flat roof, roofline concrete coping, and a concrete slab foundation. North, east, and west facades hold single window bays of two-over-two, horizontal metal sash design with concrete sills. The south facade holds an original three-panel, four-light door. The interior is unaltered with a wood ceiling, concrete floor, and brick walls. The interior also retains frame shelves. | |
| 8. Historical Data: Established in 1941, the Memphis Defense Distribution Depot was created as an Army Distribution Center to meet the supply needs of Army forces engaged in World War II missions. Completed in June 1942, the installation was originally known as "Memphis General Depot." Constructed near the Frisco Railroad Yards located south of downtown Memphis, Tennessee, the depot's mission since 1941 has been associated with receiving, storing, and shipping supplies. | |
| 9. Significance: This property is a typical World War II era building constructed for the supply mission of Defense Distribution Depot Memphis. The property fails to exhibit outstanding features of architectural significance, nor is it associated with a person of historic significance. The building individually does not represent a unique historical event or series of events. For these reasons, the property does not appear eligible under Criterion a, b, or c. | |
| 10. Photograph  | 11. Sketch Map of Location  |
| 12. Sources: U.S. Department of the Interior, National Park Service. <i>National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation</i> . Washington, D.C.: National Park Service, 1991 (revised). Newspaper clippings and historic photographs on file, environmental and engineering divisions, Defense Distribution Depot Memphis, Memphis, Tennessee. Interviews with Grady Barnes, Ralph Warman, and Bill Gray, Defense Distribution Depot Memphis, Memphis, Tennessee, 13 August 1996. | |
| 13. Inventoried By: Ruth D. Nichols | 14. Date: August 15, 1996 |
| 15a. Affiliation: TRC Marian Associates, Inc. | 15b. Project: Defense Distribution Depot Memphis |

TRC Marian Associates, Inc.
 Form CR-30

ARCHITECTURAL INVENTORY RECORD

| | |
|--|---|
| 1. Name(s) of Structure: Building 23 | 2. Location: B Street and Airways Blvd. |
| 3. Date(s) of Construction: 1942 | 4. Use (original / current): Sentry station / vacant |
| 5. Condition: Fair | 6. NR Eligibility Rating: Eligible |
| 7. Description: Building 23 is a 67 square foot, one-story, five-course common bond brick sentry station with a flat roof and a concrete slab foundation. North, south, and east facades each hold an enclosed window bay. The west facade holds a solid steel replacement door. The interior is unaltered with brick walls, a concrete floor, and a wood ceiling. | |
| 8. Historical Data: Established in 1941, the Memphis Defense Distribution Depot was created as an Army Distribution Center to meet the supply needs of Army forces engaged in World War II missions. Completed in June 1942, the installation was originally known as "Memphis General Depot." Constructed near the Frisco Railroad Yards located south of downtown Memphis, Tennessee, the depot's mission since 1941 has been associated with receiving, storing, and shipping supplies. | |
| 9. Significance: This property is a typical World War II era building constructed for the supply mission of Defense Distribution Depot Memphis. The property fails to exhibit outstanding features of architectural significance, nor is it associated with a person of historic significance. The building individually does not represent a unique historical event or series of events. For these reasons, the property does not appear eligible under Criterion a, b, or c. | |
| 10. Photograph <div style="display: flex; justify-content: space-around;">  </div> | 11. Sketch Map of Location  |
| 12. Sources: U.S. Department of the Interior, National Park Service. <i>National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation</i> . Washington, D.C.: National Park Service, 1991 (revised). Newspaper clippings and historic photographs on file, environmental and engineering divisions, Defense Distribution Depot Memphis, Memphis, Tennessee. Interviews with Grady Barnes, Ralph Warman, and Bill Gray, Defense Distribution Depot Memphis, Memphis, Tennessee, 13 August 1996. | |
| 13. Inventoried By: Ruth D. Nichols | 14. Date: August 15, 1996 |
| 15a. Affiliation: TRC Mariah Associates, Inc. | 15b. Project: Defense Distribution Depot Memphis |

TRC Mariah Associates, Inc.
 Form CR-30

ATTACHMENT C:

BUILDING/STRUCTURE LEASE (OR LICENSE) LANGUAGE

I. Warehouse building number(s) 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, also known as the 20 *Typicals*, and three sentry stations identified as buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee, are eligible for inclusion in the National Register of Historic Places. These buildings will be maintained by the Lessee (Licensee) in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service 1992) ("Standards"). The Lessee (Licensee) will notify the Army of any proposed rehabilitation or structural alteration to this/these building(s) or to the landscape/landscape features and will provide a detailed description of the undertaking, prior to undertaking said rehabilitation/alterations. Within 30 days of receipt of such notification and adequate supporting documentation, the Army will notify the Lessee (Licensee) in writing that the undertaking conforms to the Standards and that the Lessee (Licensee) may proceed or that the undertaking exceeds the does not conform to the Standards and that the Lessee (Licensee) may not proceed. If the Army determines that the undertaking does not meet the Standards, the Army will, with the assistance of the Lessee (Licensee), fulfill the requirements of Section 106 of the National Historic Preservation Act and its implementing regulations, *Protection of Historic Properties* (36 C.F.R. Part 800) in consultation with the Tennessee State Historic Preservation Officer (TNSHPO). The Lessee (Licensee) will not undertake the proposed action until the Army or the TNSHPO notifies the Lessee that the requirements of Section 106 have been fulfilled and the Lessee may proceed. If the Army or TNSHPO objects to the Lessee's (Licensee's) proposed undertaking, the Army will notify the Lessee (Licensee) that the proposed action may not proceed.

II. The Lessee (Licensee) shall be permitted to complete specific undertakings and modifications to the identified historic properties as defined in Attachment C.1 in order to facilitate the economic redevelopment of the property as an industrial site. None of the proposed undertakings or modifications will be permitted to occur until the recordation identified at Stipulation II of the memorandum of agreement is completed by the Army and accepted by the TNSHPO. Upon acceptance by the TNSHPO of the documentation as prepared by the Army, the Lessee (Licensee) will be notified in writing that the proposed modifications may proceed.

ATTACHMENT C.1:

LEASE (OR LICENSE) PERMITTED UNDERTAKINGS AND MODIFICATIONS

I. The Lessee (Licensee) shall be permitted to complete specific undertakings and modifications to the historic properties identified at Defense Distribution Depot Memphis, Tennessee as eligible for inclusion in the National Register of Historic Places. These properties include Warehouse building number(s) 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, also known as the *20 Typicals*, and three sentry stations identified as buildings 9, 22, and 23. Permitted undertakings and modifications are defined in paragraph II and III below.

II. Warehouse buildings numbered 249, 349, 449, and 549 as shown in Attachment C.2 have been identified for possible future demolition in order to facilitate the economic redevelopment of the property as an industrial site and will require no further consultation with the Tennessee State Historic Preservation Officer by the Army or the Lessee (Licensee). All documentation offered by the Army as included at Stipulation II of the memorandum of agreement will be completed by the Army and accepted by the TNSHPO prior to any demolition of Warehouse buildings numbered 249, 349, 449, and 549.

III. Activities regarding warehouse structures 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, and as excepted by paragraph III previously, which will require no consultation with the Tennessee State Historic Preservation Officer by the Army or the Lessee (Licensee) shall include:

A. Interior:

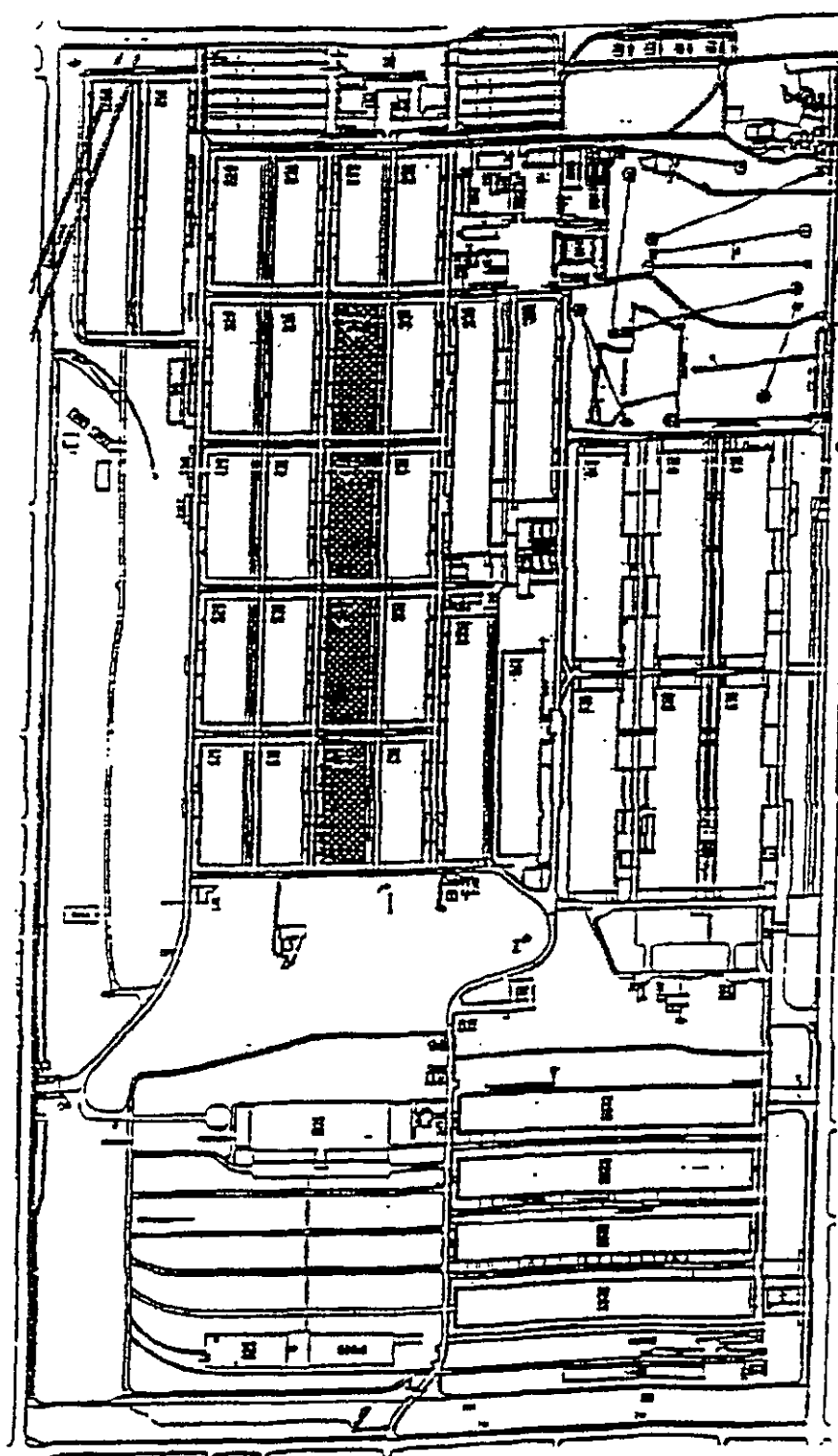
- (1) Plumbing rehabilitation and replacement: including pipes and fixtures.
- (2) Heating system rehabilitation and replacement: including furnaces, pipes, radiators or other heating units.
- (3) Electrical wiring: including wiring and receptacles.
- (4) Restroom improvements for handicapped access: provided that the work is contained within an existing restroom.
- (5) Interior treatments (floors, walls, ceilings, woodwork): provided the work is limited to painting, refinishing, repapering or laying carpet or other suitable flooring material. Construction of temporary walls (timber or steel framed with drywall finish) is permitted. False (Dropped) ceilings may be installed. No removal of existing interior doors, permanent interior walls, floors, or support columns, original to the period of significance, will be permitted.
- (6) Insulation: provided it is restricted to ceilings and attic spaces.
- (7) All other repairs and modifications excepting those which are structural in nature.

B. Exterior:

- (1) Caulking, weatherstripping, reglazing.
- (2) Sidewalk and curbing replacement.
- (3) Gutters and downspout replacement.
- (4) Roof repair or replacement which uses in-kind materials or roofing membranes with tapered insulation below where required for improved drainage. Installation of skylights shall be permitted providing they are not visible from a streetscape view and are similar in size and type.
- (5) Storm windows: provided they conform to the original shape and size of the historic windows and that the meeting rail coincides with that of the existing sash. Color should match existing windows and trim.
- (6) In-kind replacement which are new features or replacement items which duplicate as closely as possible the material, dimensions and detailing of the original. Removal of existing exterior doors, enlarging or filling in of door and window openings, or removal of permanent exterior walls, original to the period of significance, will not be permitted unless otherwise noted. In-kind replacement includes:
 - a. Porches and loading platforms: stairs, railings, posts and columns, brackets, cornices, and flooring.
 - b. Roofs.
 - c. Siding.
 - d. Exterior architectural details and features: including but not limited to brickwork, lintels, trim, and loading dock canopies providing the original configuration and appearance is duplicated as closely as possible. Structural framing for the canopies may be either wood or steel.
 - e. Windows: including both trim and sash.
 - f. Doors except where new doors are required for truck access or personnel, in which case the doors and installation details will match original appearance, and new door openings will preserve exterior wall proportions of solid to void (see Attachment C.3).
- (7) Extension of existing loading docks and/or hydraulic dock leveling devices as needed, which would be installed in recessed pits, will be allowed to facilitate truck access (see Attachment C.3).
- (8) A facade mounted sign for each user of the property will be permitted.
- (9) Canvas canopies which are shed-type of canvas material in solid color, and located only over personnel entrances (see Attachment C.3).
- (10) Additions, provided that functions to be accommodated by the additions cannot be housed in the existing building, and that the additions are clearly subordinate to the original building, and are constructed of compatible but modern materials.
- (11) Clean and seal treatments which do not include sand blasting or the use of chemicals which have not been approved for use by the Tennessee State Historic Preservation Officer.

ATTACHMENT C.2

WAREHOUSES IDENTIFIED FOR FUTURE DEMOLITION

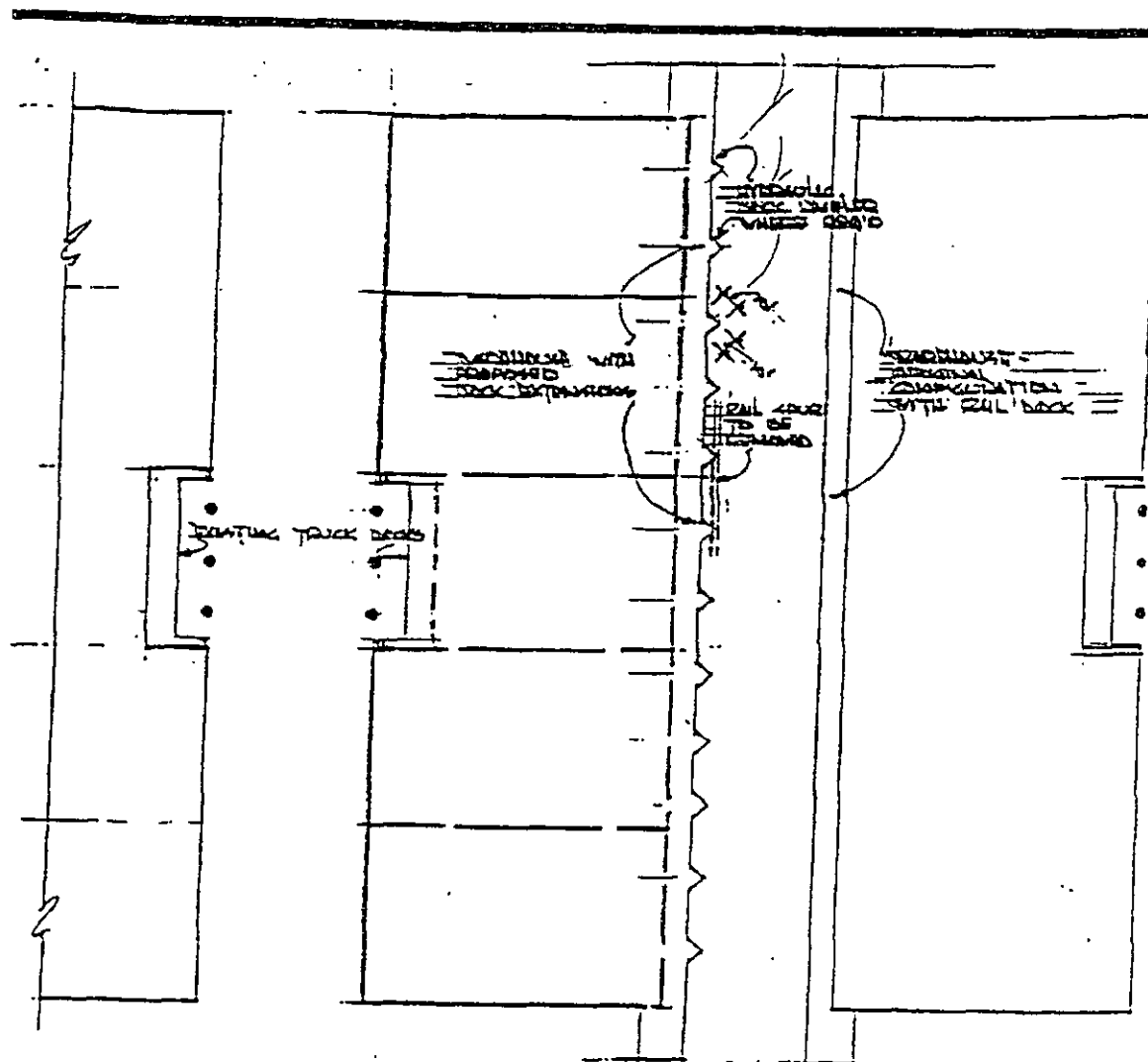


**Demolition Plan
MEMPHIS DEPOT REDEVELOPMENT PLAN
Memphis, Tennessee**

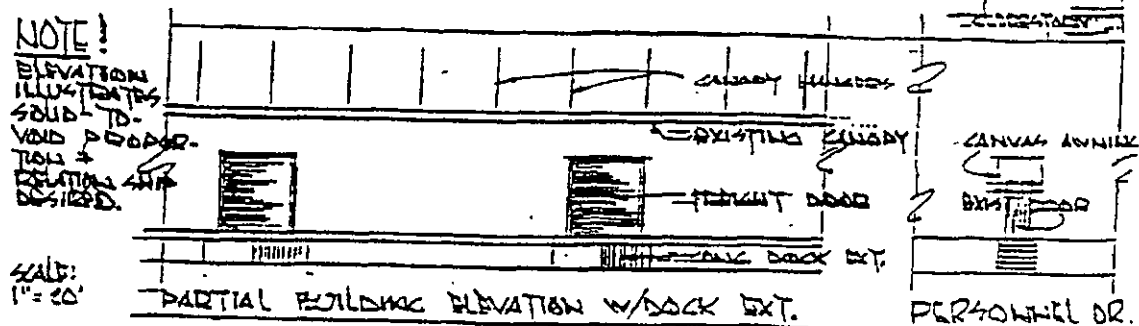
LEGEND:
[Cross-hatched box] BUILDINGS TO BE DEMOLISHED

ATTACHMENT C.3

ACCEPTABLE ADDITIONS AND MODIFICATIONS TO WAREHOUSES



PARTIAL PLAN OF WAREHOUSE COMPLEX • SCALE 1"=12'
DEFENSE DISTRIBUTION DEPT MEMPHIS 8/7/9-



ATTACHMENT D:

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

I. In consideration of the conveyance of certain real property hereinafter referred to as warehouse structures numbered 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, also known as the *20 Typicals*, and three sentry stations identified as buildings 9, 22, and 23, located within the former Defense Distribution Depot Memphis, Tennessee, located in Shelby County, Tennessee, which is more fully described as:

(Insert legal description),

(Name of property recipient) hereby covenants on behalf of (himself/herself/itself), (his/her/its) heirs, successors, and assigns at all times to the Tennessee State Historic Preservation Officer to preserve and maintain warehouse structures numbered 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee, 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 warehouse structures 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, eligible for inclusion in/or resulted in the inclusion of the property in the National Register of Historic Places. If (Name of property recipient) desires to deviate from these maintenance standards, (Name of property recipient) will notify and consult with the Tennessee State Historic Preservation Officer in accordance with paragraphs II, III, and IV of this covenant.

II. Except as defined in Part III and Part IV of this covenant, (Name of property recipient) will notify the Tennessee State Historic Preservation Officer 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 warehouse structures 229, 230, 249 (see paragraph III), 250, 329, 330, 349 (see paragraph III), 350, 429, 430, 449 (see paragraph III), 450, 529, 530, 549 (see paragraph III), 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee (except as defined in Part III and Part IV of this covenant). Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of warehouse structures 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee.

III. Warehouse buildings numbered 249, 349, 449, and 549 as shown in Attachment D.1 have been selected for future demolition by the (Name of property recipient). No additional

demolition to any other identified historic property shall occur prior to notification to the Tennessee State Historic Preservation Officer by the (Name of property recipient). In the event demolition of additional properties is required, the (Name of property recipient), in consultation with the Tennessee State Historic Preservation Officer, shall prepare appropriate photographic documentation consisting of 35mm. black and white 3.5" by 5" photographs on acid-free paper, appropriately labeled.

IV. Activities regarding warehouse structures 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, which will require no consultation with the Tennessee State Historic Preservation Officer shall include:

A. Interior:

- (1) Plumbing rehabilitation and replacement: including pipes and fixtures.
- (2) Heating system rehabilitation and replacement: including furnaces, pipes, radiators or other heating units.
- (3) Electrical wiring: including wiring and receptacles.
- (4) Restroom improvements for handicapped access: provided that the work is contained within an existing restroom.
- (5) Interior treatments (floors, walls, ceilings, woodwork): provided the work is limited to painting, refinishing, repapering or laying carpet or other suitable flooring material. Construction of temporary walls (timber or steel framed with drywall finish) is permitted. False (Dropped) ceilings may be installed. No removal of existing interior doors, permanent interior walls, floors, or support columns, original to the period of significance, will be permitted.
- (6) Insulation: provided it is restricted to ceilings and attic spaces.
- (7) All other repairs and modifications excepting those which are structural in nature.

B. Exterior:

- (1) Caulking, weatherstripping, reglazing.
- (2) Sidewalk and curbing replacement.
- (3) Gutters and downspout replacement.
- (4) Roof repair or replacement which uses in-kind materials or roofing membranes with tapered insulation below where required for improved drainage. Installation of skylights shall be permitted providing they are not visible from a streetscape view and are similar in size and type.
- (5) Storm windows: provided they conform to the original shape and size of the historic windows and that the meeting rail coincides with that of the existing sash. Color should match existing windows and trim.
- (6) In-kind replacement which are new features or replacement items which duplicate as closely as possible the material, dimensions and detailing of the original. Removal of existing exterior doors, enlarging or filling in of door and window openings, or removal of

permanent exterior walls, original to the period of significance, will not be permitted unless otherwise noted. In-kind replacement includes:

a. Porches and loading platforms: stairs, railings, posts and columns, brackets, cornices, and flooring.

b. Roofs.

c. Siding.

d. Exterior architectural details and features: including but not limited to brickwork, lintels, trim, and loading dock canopies providing the original configuration and appearance is duplicated as closely as possible. Structural framing for the canopies may be either wood or steel.

e. Windows: including both trim and sash.

f. Doors except where new doors are required for truck access or personnel, in which case the doors and installation details will match original appearance, and new door openings will preserve exterior wall proportions of solid to void (see Attachment D.2).

(7) Extension of existing loading docks and/or hydraulic dock leveling devices as needed, which would be installed in recessed pits, will be allowed to facilitate truck access (see Attachment D.2).

(8) A facade mounted sign for each user of the property will be permitted.

(9) Canvas canopies which are shed-type of canvas material in solid color, and located only over personnel entrances (see Attachment D.2).

(10) Additions, provided that functions to be accommodated by the additions cannot be housed in the existing building, and that the additions are clearly subordinate to the original building, and are constructed of compatible but modern materials.

(11) Clean and seal treatments which do not include sand blasting or the use of chemicals which have not been approved for use by the Tennessee State Historic Preservation Officer.

V. Within fifteen (15) calendar days of the appropriate Tennessee State Historic Preservation Officer's receipt of notification provided by (name of property recipient) pursuant to paragraph II of this covenant, the Tennessee State Historic Preservation Officer will respond to (name of property recipient) in writing as follows:

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

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

If the Tennessee State Historic Preservation Officer fails to respond to the (name of property recipient)'s written notice, as described in paragraph II, within fifteen (15) calendar days of the Tennessee State Historic Preservation Officer's receipt of the same, then (name of property

recipient) may proceed with the proposed undertaking without further consultation with the Tennessee State Historic Preservation Officer.

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

VII. The Tennessee Department of Environment and Conservation shall be permitted at all reasonable times during normal business hours to inspect warehouse structure numbers 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee in order to ascertain their condition and to fulfill its responsibilities hereunder.

VIII. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Tennessee Department of Environment and Conservation may, following reasonable notice to (name of recipient), institute suit to enjoin said violation or to require the restoration of warehouse structure numbers 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.

IX. In the event that warehouse structures 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and/or 650, and sentry station buildings 9, 22, and/or 23, at Defense Distribution Depot Memphis, Tennessee is substantially destroyed by fire or other casualty, or are not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty of such buildings. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the Tennessee Department of Environment and Conservation, and record a duplicate original of said notice in the Shelby County Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with warehouse structures numbered

229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee as to the facts set forth therein.

X. (Name of recipient) agrees that the Tennessee Department of Environment and Conservation may at its discretion, with prior notice to (name of recipient), convey and assign all or part of its rights and responsibilities contained herein to a third party.

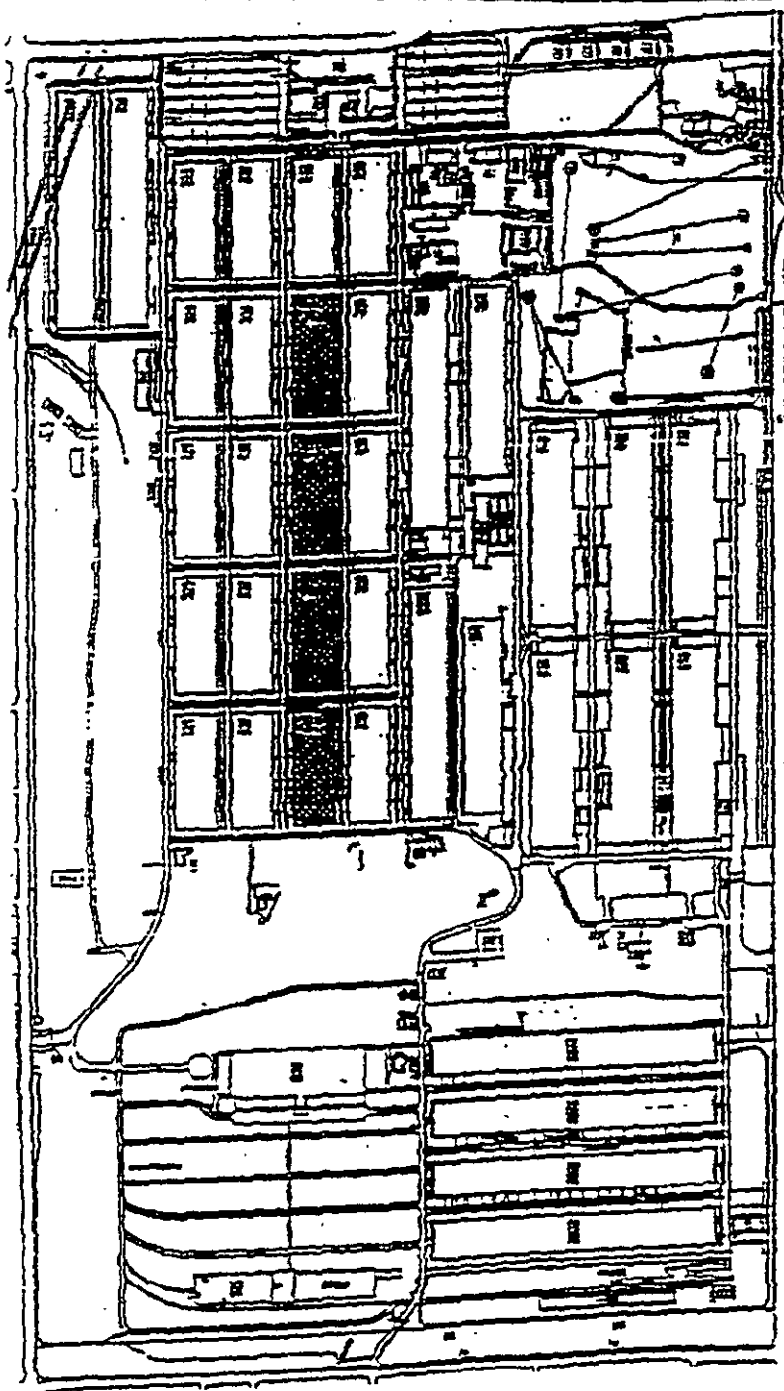
XI. This covenant is binding on (name of recipient), (his/her/its) heirs, successors, and assigns in perpetuity, unless explicitly waived by the Tennessee Department of Environment and Conservation. Restrictions, stipulations, and covenants contained herein shall be inserted by (name of recipient) verbatim or by express reference in any deed or other legal instrument by which (he/she/it) divests (himself/herself/itself) of either the fee simple title or any other lesser estate in warehouse structures numbered 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee or any part thereof.

XII. The failure of the Tennessee Department of Environment and Conservation 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.

XIII. The covenant shall be a binding servitude upon warehouse structures numbered 229, 230, 249, 250, 329, 330, 349, 350, 429, 430, 449, 450, 529, 530, 549, 550, 629, 630, 649, and 650, and sentry station buildings 9, 22, and 23, at Defense Distribution Depot Memphis, Tennessee and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of recipient) agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

ATTACHMENT D.1

WAREHOUSES IDENTIFIED FOR FUTURE DEMOLITION

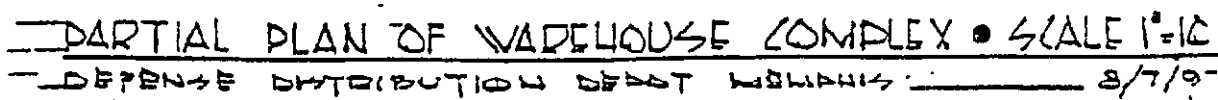


Demolition Plan
MEMPHIS DEPOT REDEVELOPMENT PLAN
Memphis, Tennessee

LEGEND:
[Hatched Box] BUILDINGS TO BE DEMOLISHED

ATTACHMENT D.2

ACCEPTABLE ADDITIONS AND MODIFICATIONS TO WAREHOUSES



FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE