



*Tom Leatherwood*  
Shelby County Register

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<b>02065495</b>	
04/15/2002 - 04:16 PM	
10 PGS : R - QUIT CLAIM	
MICHELLE 33413-2065495	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
<b>TOTAL AMOUNT</b>	<b>52.00</b>
STATE OF TENNESSEE, COUNTY OF SHELBY	
<b>TOM LEATHERWOOD</b> REGISTER OF DEEDS	

Return To:  
Fearnley and Califf, PLLC  
6389 Quail Hollow, Suite 202  
Memphis, Tennessee 38120  
File No: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
James A. Wagoner, III, Attorney-Advisor  
U.S. Army Corps of Engineers, Mobile District  
P.O. Box 2288  
Mobile, Alabama 36628-0001  
File #2001100229/MO  
RETURN TO FEARNLEY & CALIFF

STATE OF TENNESSEE )

COUNTY OF SHELBY )

**MEMPHIS POLICE QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY (the "ARMY"), under and pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, (BRAC) 40 U.S.C. Section 484 (p)(1)(I) as amended by Section 2814 of Public Law 106-398 hereinafter referred to as Grantor, and The City of Memphis, Tennessee, hereinafter referred to as Grantee.

**WITNESSETH:**

**WHEREAS**, Defense Distribution Depot Memphis, Tennessee closed on September 30, 1997 in conformity with the approved recommendation of the 1995 Defense Base Closure and Realignment Commission in conformance with "BRAC" and,

**WHEREAS**, under the authority found at 40 U.S.C. 484(p) the City of Memphis, Tennessee made application for a Public Benefit Conveyance to the Attorney General, Department of Justice, for land to be used for law enforcement purposes, and

**WHEREAS**, on July 28, 2000 the Office of the Assistant Attorney General approved the application.

**NOW, THEREFORE**, the Grantor, for and in consideration of the use of the premises for law enforcement purposes, does by these presents REMISE, RELEASE, and forever QUITCLAIM unto the Grantee and its assigns, all of its right, title, and interest in and to all the following described real property, situated in Shelby County, Tennessee, to-wit:

Being a portion of the land, formerly known as the Defense Distribution Depot, Memphis, located in the City of Memphis, Shelby County, State of Tennessee being more particularly described by metes and bounds as follows:

COMMENCING AT THE INTERSECTION OF THE EXTENSION OF THE WEST FACE OF CURB LINE OF AIRWAYS BOULEVARD MONUMENT AND THE SOUTH FACE OF CURB OF DUNN AVENUE; THENCE S 84° 39' 39" W, 22.18 FEET TO A FOUND CORPS OF ENGINEER MONUMENT (NO. 4B, BRASS CAP SET IN CONCRETE) ON THE DEFENSE DEPOT EAST BOUNDARY AS SHOWN ON A GARVER+GARVER SURVEY DATED JAN., 1990; THENCE ALONG THE SAID EAST BOUNDARY LINE S 04° 17' 04" W, 1967.35 FEET TO A CORNER; THENCE S 85° 44' 18" E, 53.00 FEET TO A CORNER, THENCE S 03° 16' 21" W, 17.42 FEET TO THE POINT OF BEGINNING; THENCE S 03° 16' 21" W, 400.34 FEET; THENCE N 86° 29' 00" W, 219.66 FEET; THENCE N 21° 48' 01" W, 26.22 FEET; THENCE N 85° 41' 17" W, 252.89 FEET; THENCE N 04° 10' 36" E, 396.41 FEET; THENCE N 88° 30' 45" E, 379.87 FEET; THENCE S 40° 30' 07" E, 81.39 FEET; THENCE S 86° 43' 39" E, 42.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.670 ACRES (203,422 SQUARE FEET) MORE OR LESS.

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

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

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

1. This property shall be used and maintained for law enforcement purposes, for which it is conveyed, in perpetuity. In the event the property ceases to be used or maintained for that purpose all or any portion of the property shall, at the option of the Depot Redevelopment Corporation of Memphis and Shelby County, revert to the Depot Redevelopment Corporation of Memphis and Shelby County, as required by Section 40 U.S.C. 484(p)(2)(ii)(A).

2. The property shall not be sold, leased, assigned, or

otherwise disposed of except to another eligible agency that the Grantor agrees in writing can assure the continued use and maintenance of the property for law enforcement purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing law enforcement services compatible with the approved application, through agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Grantor or its authorized representative.

In the event of sale, lease, or transfer to another eligible agency, all of the provisions of this deed including environmental provisions shall be contained in such sale, lease, or transfer documents. The Army shall not incur liability for response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the property.

### 3. CERCLA COVENANTS AND NOTICE

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

#### A. Notification and Covenants

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

2. The GRANTOR hereby covenants that:

a. All remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property has been taken before the date of conveyance hereunder; and

b. Any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property after the date of this Deed that resulted from past

activities of the GRANTOR shall be conducted by the GRANTOR. This covenant shall not apply to the extent such remedial actions are caused by activities of the GRANTEE, its successors or assigns.

#### B. Access Rights and Easement

The GRANTOR reserves a right and easement for access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of this Deed. In exercising these rights of access, except in case of imminent endangerment to human health or the environment, the GRANTOR shall give the GRANTEE, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in remediation of the Property, and shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the use of the Property by the GRANTEE, its successors and assigns. Furthermore, any such actions undertaken by the GRANTOR pursuant to this Section 1 will, to the maximum extent practicable, be coordinated with a representative of the GRANTEE, its successors and assigns. GRANTEE agrees that, notwithstanding any other provisions of the Deed, that the GRANTOR assumes no liability to the GRANTEE, its successors and assigns, or any other person, should remediation of the Property interfere with the use of the Property by the GRANTEE, its successors and assigns.

#### 4. FEDERAL FACILITIES AGREEMENT

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

shall, however, comply with the provisions of the FFA in the exercise of its rights under the FFA.

#### **5. ENVIRONMENTAL BASELINE SURVEY ("EBS") AND FINDING OF SUITABILITY TO TRANSFER ("FOST")**

A. The GRANTEE has received the technical environmental reports, including the Environmental Baseline Survey for the Property dated November 5, 1996, and the FOST for the property prepared by the GRANTOR, and agrees, to the best of the GRANTEE's knowledge, that they accurately describe the environmental condition of the Property. The GRANTEE has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property safe for the GRANTEE's intended use.

B. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE or its successors or assigns shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR's activities, ownership, use, or occupation of the Property. GRANTEE, its successors and assigns, as consideration for the conveyance, agree to release GRANTOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This Section shall not affect the GRANTOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR's indemnification obligations under applicable laws.

#### **6. STATUTORY INDEMNIFICATION**

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

**7. CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE**

A. The above environmental protection provisions shall inure to the benefit of the public in general and adjacent lands, including lands retained by the United States, and, therefore, are enforceable by the United States Government and the State of Tennessee. These restrictions and covenants are binding on the GRANTEE, its successors and assigns; shall run with the land; and are forever enforceable.

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

C. Notwithstanding any other provision of this Deed; any agreement between the GRANTEE and the GRANTOR; the provisions of CERCLA, including CERCLA Section 120(h)(3); or Section 330 of the National Defense Authorization Act of 1993, as amended, the GRANTEE on behalf of itself, its successors and assigns, covenants and agrees that the GRANTEE or the then record owner of the Property will be fully responsible for any investigation and/or remediation of hazardous substances, pollutants or contaminants, or petroleum or petroleum derivatives, to the extent that such investigation and/or remediation becomes necessary in response to a violation of the environmental protection provisions.

**8. NOTICE OF NON-DISCRIMINATION**

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

9. ANTI-DEFICIENCY ACT

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

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

This conveyance is not subject to Title 10, U.S. Code, Section 2662.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 6th day of February, 2002.

UNITED STATES OF AMERICA

By:

Joseph W. Whitaker

Joseph W. Whitaker

Acting Deputy Assistant Secretary of the  
Army (I&H)

Signed, Sealed and Delivered

In the presence of:

Witness:

Raymond J. Barnard

Witness:

W T Berner



## COMMONWEALTH OF VIRGINIA

## COUNTY OF ARLINGTON

Before me, Yvonne A. Cooper, a Notary Public in and for the State and County aforesaid, personally appeared Joseph W. Whitaker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Acting Deputy Assistant Secretary (I&H) of the Army of the UNITED STATES OF AMERICA, the within named bargainor, and that he as such Acting Deputy Assistant Secretary of the Army (I&H), being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the UNITED STATES OF AMERICA by himself as such Acting Deputy Assistant Secretary of the Army (I&H).

WITNESS my hand and seal at office, on this the 6th day of February, 2002.

Yvonne A. Cooper  
Notary Public

My Commission Expires:

30 November 2002



The terms and conditions of this Quitclaim Deed are hereby accepted this 6th day of December 2001.

City of Memphis, Tennessee

By: [Signature]  
Mayor

ATTEST:

[Signature]  
City Comptroller

APPROVED:

Robert Spence Jr.  
City Attorney *DS*

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

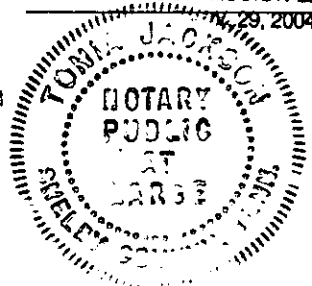
Before me, the undersigned, a Notary Public within and for said State and County duly commissioned and qualified personally appeared DR. W.W. HERENTON, Mayor of the City of Memphis, with whom I am personally acquainted, and who, upon his oath, acknowledges himself to be the Mayor of the City of Memphis, the within named bargainer, a Municipal Corporation of the State of Tennessee, and that he as such Mayor of said City, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Mayor of said City.

Witness my hand and seal at office in Memphis, Shelby County, Tennessee, this the 6<sup>th</sup> day of December, 2001.

Sonia Jackson  
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES



Tax Parcel No. 060-092-00001

Property Address: Vacant/Airways Blvd.

Name and Address of Property Owner:

City of Memphis  
125 North Main St., Room 568  
Memphis, TN 38103

Party responsible for real estate taxes:

NONE - GOVERNMENT AGENCY