




Tom Leatherwood
Shelby County Register

As evidenced by the instrument number shown below, this document
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06010341	
01/18/2006 - 11:28 AM	
7 PGS : R - QUIT CLAIM	
MARYF 373576-6010341	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	37.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

Property Location O Dunn
Parcel 06009200006

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

STATE OF TENNESSEE)

COUNTY OF SHELBY)

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, and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Public Law 103-421, hereinafter referred to as Grantor, and Alpha Omega Veterans Services, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, Public Law 103-421 (the Act) requires the local redevelopment authority to prepare a redevelopment plan that considers the needs of the homeless and The Depot Redevelopment Corporation of Memphis and Shelby County has prepared the plan for the Defense Distribution Depot Memphis, and

WHEREAS, by letter dated September 24, 1997 the Department of Housing and Urban Development approved the reuse plan for the Defense Depot Memphis and again on January 19, 2000 confirmed concurrence with the transfer of certain property for providing services to assist the homeless to Alpha Omega Veterans Services, and

WHEREAS, Section 2(K) of the Act authorizes the Secretary to convey without monetary consideration buildings and property for use to assist the homeless, upon notice from the Secretary of Housing and Urban Development that the re-development plan has met certain requirements.

NOW, THEREFORE, the Grantor, for and in consideration of the use of the premises to assist the homeless, 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:

NOW, THEREFORE, the Grantor, for and in consideration of the use of the premises to assist the homeless, 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 Depot Redevelopment Corporation of Memphis and Shelby County property (formerly known as the, "United States Army Defense Depot") located in the City of Memphis, Shelby County, State of Tennessee being more particularly described by metes and bounds as follows:

PARCEL 1

Commencing at a found U.S. Corps of Engineers brass cap monument representing the southeast corner of the Depot Redevelopment Corporation of Memphis and Shelby County property (formerly know as the "United States Army Defense Depot") located in the City of Memphis, Shelby County, State of Tennessee, said monument accepted as being the southwest corner of the Airways Commercial Subdivision as recorded in Plat Book 3, Page 52 at the Shelby County Registrar's Office, City of Memphis, State of Tennessee, said monument also being on the north right-of-way line on Ball Road (60' R.O.W.); thence departing from said north right-of-way line of Ball Road along the west line of said Airways Commercial Subdivision, North 03 degrees 09 minutes 40 seconds East a distance of 482.62' to the TRUE POINT OF BEGINNING (set crow's foot in concrete base); thence departing from said west line along an existing chain link fence, North 86 degrees 15 minutes 05 seconds West a distance of 220.74' to found corner in said chain link fence; thence along said chain link fence and its northerly prolongation, North 03 degrees 14 minutes 23 seconds East a distance of 811.72' to a point (set PK-nail) in a chain link fence; thence along said chain link fence South 85 degrees 35 minutes 41 seconds East a distance of 219.66' to point (set iron pin) on the west line of the Major Coburn and wife, Mary Morris Coburn property as recorded in Instrument Number FL-5119 in said Registrar's Office; thence along said west line of Major Coburn and wife, Mary Morris Coburn property, the west line of the Colonial Village, Ltd., property as recorded in Instrument Number U5-7602, the west line of the Charles C. Shoaf and wife, Grace Shoaf property as recorded in Instrument Number GJ-6732 and the west line of said Airways Commercial Subdivision, South 03 degrees 09 minutes 40 seconds West a distance of 809.22' to the TRUE POINT OF BEGINNING.

Said described portion of property containing 178,442 square feet or 4.096 acres, more or less.

PARCEL 2

Commencing at a found U.S. Corps of Engineers brass cap monument representing the southeast corner of the Depot Redevelopment Corporation of Memphis and Shelby County property (formerly known as the "United States Army Defense Depot") located in the City of Memphis, Shelby County, State of Tennessee, said monument accepted as being the southwest corner of the Airways Commercial Subdivision as recorded in Plat Book 3, Page 52 at the Shelby County Registrar's Office, City of Memphis, State of Tennessee, said monument also being on the north right-of-way line of Ball Road (60' R.O.W.), said monument also being the TRUE POINT OF BEGINNING; thence along said north right-of-way line of Ball Road, North 85 degrees 44 minutes 18 Seconds West a distance of 223.60' to a point (set iron pin); thence departing from said north right-of-way line of Ball Road, North 3 degrees 14 minutes 23 seconds East a distance of 256.04' to a point (set iron pin); thence North 75 degrees 43 minutes 06 seconds East a distance of 11.20' to a point (set iron pin); thence North 02 degrees 35 minutes 31 seconds East a distance of 221.14' to a point (fence post) in an existing chain link fence; thence along said existing chain link fence, South 86 degrees 15 minutes 05 seconds East a distance of 214.74' to a point (set crow's foot in concrete base) on the west line of said Airways Commercial Subdivision; thence along said west line, South 03 degrees 09 minutes 40 seconds West a distance of 482.62' to the TRUE POINT OF BEGINNING.

Said described portion containing 105,412 square or 2.420 acres, more or less for a total conveyance of 6.52 acres more or less.

Together with the following improvements now located on Parcel 1: Housing Unit Building 176 (4,787 SF), Detached Garage Building S178 (1,440 SF), Housing Unit Building 179 (4,835 SF), Housing Unit Building 181 (4,835 SF), Detached Garage Building S183 (1,440 SF), and Housing Unit Building 184 (4,739 SF).

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.

Derivation clause: Part of same property conveyed
by 02065495

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 assistance to the homeless, 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 2(F)(ii)(II) of the Act.

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 to assist the homeless subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing assistance to the homeless 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.

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: Harry Blanton

Witness: Betty Byrd

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

Before me, Karen 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 30th day of September, 2001.

Karen A. Cooper
Notary Public

My Commission Expires:

30 November 2002

The terms and conditions of this Quitclaim Deed are hereby accepted this 22nd day of October, 2001.

Alpha Omega Veterans Services

By: Cordell Walker
Cordell Walker
Executive Director

Property owner / Resp For Taxes

Alpha Omega Veteran Services

1183 Madison

Memphis TN. 38104

I, or we, hereby swear or affirm
that to the best of affiants
knowledge, information, and belief,
the actual consideration for
this transfer is \$ 0

Affiant

Subscribed and sworn to before
me this the 18th day of January,
20 06

Harvie Z. McMill

TOM LEATHERWOOD, REGISTER
by Mary Fleming D.R.

STATE OF TENNESSEE
COUNTY OF SHELBY

I, Cordell Walker, acting by and through Alpha Omega Veterans Services, as Executive Director, after first being duly sworn with the laws of Tennessee, state as follows:

1. I am a resident citizen of Unincorporated, Shelby County, Tennessee and am over 18 years of age.
2. The attached deed is a true and exact copy of the original deed that was delivered and accepted by myself as Executive Director of Alpha Omega Veterans Services on or about October 22, 2001.
3. Alpha Omega Veterans Services is the Grantee of the aforementioned deed.
4. The aforementioned deed was returned to the Grantor, The United States of America on or about October 22, 2001.
5. The whereabouts of the aforementioned deed is unknown.

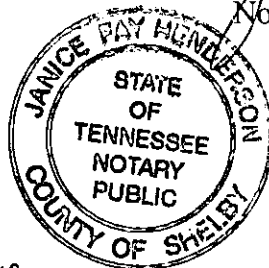


Cordell Walker, Executive Director
Alpha Omega Veterans Services

Sworn to and subscribed before me this 18th day of January 2006.


Notary Public

My Commission Expires:



My Commission Expires Dec. 12, 2007