



*Tom Leatherwood*  
Shelby County Register

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**06080130**

**05/19/2006 - 08:51 AM**

24 PGS : R - QUIT CLAIM

MARYF 102951-6080130

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 0.00

DP FEE 0.00

REGISTER'S FEE 0.00

WALK THRU FEE 0.00

TOTAL AMOUNT 0.00

**TOM LEATHERWOOD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

This Instrument Prepared By:  
James A. Wagoner, III  
Assistant District Counsel  
U.S. Army Corps of Engineers  
Mobile District  
P.O. Box 2288  
Mobile, AL 36628  
251-690-3295

**QUITCLAIM DEED  
NO.2  
Defense Distribution Depot Memphis  
Shelby County, Tennessee**

**THIS QUITCLAIM DEED**, made this 4<sup>th</sup> day of April, 2006, between the **UNITED STATES OF AMERICA** (hereinafter the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the authority of the provisions of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 251, et seq, as amended) and the Defense Base Closure and Realignment Act of 1990 (Public Law No. 101-510, as amended, hereinafter "BRAC") and the **Depot Redevelopment Corporation of Memphis and Shelby County**, a body corporate and politic, and existing under the laws of the State of Tennessee (hereinafter the "GRANTEE").

**NOW THEREFORE**, the GRANTOR, pursuant to BRAC and other good and valuable consideration provided for in a Memorandum of Agreement (hereinafter "MOA") between the parties, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in the Property situated, lying and being in the County of Shelby, in the State of Tennessee, containing approximately, 302.48 acres as described at **Exhibit A-1** and shown on **Exhibit A-2**, attached hereto and made a part hereof (hereinafter the "Property").

The legal description of the Property has been provided by the GRANTEE and the GRANTEE shall be responsible for the accuracy of the survey and description of the Property conveyed herein and shall indemnify and hold the GRANTOR harmless from any and all liability resulting from any inaccuracy in the description.

**SUBJECT TO** all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for highways, pipelines, and public utilities, if any, whether of public record or not.

**TO HAVE AND TO HOLD** the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns.

#### **CERCLA Notice**

For the Property, the GRANTOR provides the following notice, description, and covenant:

A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges.

B. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), a description of the remedial action taken, if any, has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges.

#### **CERCLA Covenant**

Pursuant to Section (h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), the United States warrants that -

A. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section (h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and

B. Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such Property. For purposes of this warranty, GRANTEE shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the Property on the date of this instrument, provided that GRANTEE has not caused or contributed to a release of such hazardous substance.”

### **CERCLA Right of Access**

A. Pursuant to section (h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620) the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States. Any such actions undertaken by the GRANTOR pursuant to this section will, to the maximum extent practicable, be coordinated with a representative of the GRANTEE, its successors, and assigns.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the GRANTEE, its successors and assigns, shall not interfere with any response action or corrective action conducted by the GRANTOR on the Property.

**“As Is”**

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The GRANTEE understands and agrees that the Property and any part thereof is offered “AS IS” without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence 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.

C. Nothing in this “As Is” provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA covenant or any other statutory obligations.

**Hold Harmless**

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA Covenant, any other statutory obligations, or any other agreements between the GRANTOR and GRANTEE.

### **Post-Transfer Discovery of Contamination**

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, 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, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR's activities, use or ownership of the Property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, 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 the delivery and acceptance 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 paragraph 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.

### **Notice of Land Use Restrictions**

In accordance with Tennessee Code Section 68-212-225 et.seq., on January 26, 2005 the Army recorded document number 05014108, Notice of Land Use Restrictions, in the office of the Shelby County Register of Deeds. This Notice includes 1) a legal description of the site, 2) the location and dimensions of the areas of potential environmental concern with respect to surveyed, permanent benchmarks, 3) generally the known type, location, and quantity of regulated hazardous substances, and 4) specific restrictions on the current or future use of the site.

### **Inclusion of Provisions**

The GRANTEE, its successors and assigns 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 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.

### **Federal Facilities Agreement**

The GRANTOR 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 of 1980 (CERCLA), as amended. The GRANTEE

acknowledges that the GRANTOR has provided it with a copy of the Defense Depot Memphis, Tennessee Federal Facility Agreement (FFA) entered into by the U.S. Environmental Protection Agency, Region 4, the Tennessee Department of Environment and Conservation, and the Defense Logistics Agency, effective March 6, 1995; and will provide the GRANTEE with a copy of any amendments thereto. The GRANTEE 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 instrument, the terms of the FFA will take precedence. The GRANTEE further agrees that notwithstanding any other provisions of this instrument, the GRANTOR assumes no liability to the GRANTEE, its successors and assigns should implementation of the FFA interfere with the use of the Property by the GRANTEE or its successors or assigns. 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.

### **Residential Use Restrictions**

The GRANTEE, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For the purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children or young adults in grades kindergarten through 12.

### **Groundwater Restrictions**

The GRANTEE 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 use. For the purpose of this restriction, "groundwater" shall have the same meaning as in CERCLA. The GRANTEE, 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, its successors and assigns, shall run with the hard; and are forever enforceable.

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

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for

residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including without limitation, and lead-based paint hazards or concerns.

#### **Notice of the Presence of Asbestos and Covenant**

A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The GRANTEE agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of asbestos hazards, in reliance upon the GRANTEE's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The GRANTEE agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

#### **PCB Notification and Covenant**

A. The GRANTEE is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the Property to be conveyed. All PCB-containing equipment has been properly labeled in accordance with applicable laws and regulations. Any PCB contamination or spills related to such equipment have been properly remediated prior to conveyance.



B. The GRANTEE covenants and agrees that its continued possession, use and management of any PCBs and PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment. The GRANTEE agrees to be responsible for any future remediation of PCB contamination from PCB-containing equipment found to be necessary on the Property.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to the presence of PCBs and PCB-containing equipment and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any PCB hazards or concerns.

### **Notice of Historic Property and Preservation Covenant**

In consideration of the conveyance of former Defense Depot Memphis, Tennessee, located in Shelby County, Tennessee, the GRANTEE hereby covenants on behalf of itself, its 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 Rehabilitation 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, or have 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 desires to deviate from these maintenance standards, the GRANTEE will notify and consult with the Tennessee Historical Commission in accordance with the March 1998 MOA.

### **Proximity of Airport**

The Memphis Shelby County International Airport is in close proximity to the subject Property. The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it shall comply with the provisions of 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Airspace" and shall provide such notice to the Administrator of the Federal Aviation Administration and obtain such determination of no hazard to air navigation as may be required by said regulations in connection with any proposed construction on, or alteration of, the Property.

### **Notice of Non-Discrimination**

The GRANTEE covenants for itself, its heirs, successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors and assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply,

however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

#### **Anti-Deficiency Act**

The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose 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, 31 U.S.C. Section 1341.

#### **No Waiver**

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservation; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.



ACCEPTANCE BY GRANTEE

The Depot Redevelopment Corporation of Memphis and Shelby County,  
GRANTEE, hereby accepts this Quitclaim Deed for itself, its successors and assigns,  
subject to all of the conditions, reservations, restrictions and terms contained therein, this  
16<sup>th</sup> day of May, 2006.

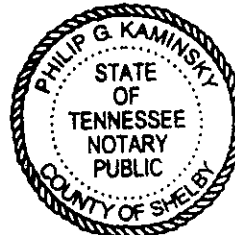
THE DEPOT REDEVELOPMENT  
CORPORATION OF MEMPHIS  
AND SHELBY COUNTY

By: [Signature]  
Michael C. Ritz  
Title: Chairman

STATE OF TENNESSEE    )  
                                  ) SS:  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for the State of Tennessee, County of  
Shelby, do hereby certify that this day personally appeared before me, Michael C. Ritz,  
whose name is signed to the foregoing instrument and who acknowledged the same to be  
his free act and deed on the date shown, and acknowledged the same for and on behalf of  
THE DEPOT REDEVELOPMENT CORPORATION OF MEMPHIS AND SHELBY -  
COUNTY.

[Signature]  
My Commission Expires: 1/26/2010 Notary Public



My Comm. Exp. 1-26-2010

## EXHIBIT A-1

BEGINNING at a point in the west line of Airways Boulevard said point being located southwardly along said west line a distance of 35.77 feet from the intersection of said west line and the south line of Dunn Avenue; Thence South 04° 17' 04" West for a distance of 643.55 feet to a point; Thence North 85° 45' 12" West for a distance of 465.23 feet to a point; Thence South 04° 14' 09" West for a distance of 1256.83 feet to a point; Thence North 86° 04' 52" West for a distance of 637.54 feet to a point of curvature; Thence southwestwardly along a curve to the left having a radius of 49.55 feet, a chord bearing and distance of South 49° 02' 37" West - 69.68 feet and an arc length of 77.28 feet to a point of tangency; Thence South 04° 14' 09" West for a distance of 438.49 feet to a point; Thence North 85° 45' 38" West for a distance of 554.20 feet to a point; Thence South 56° 28' 41" West for a distance of 44.15 feet to a point; Thence North 85° 47' 14" West for a distance of 98.19 feet to a point; Thence South 15° 31' 00" West for a distance of 20.05 feet to a point; Thence South 10° 14' 18" West for a distance of 209.32 feet to a point; Thence North 81° 25' 57" West for a distance of 6.58 feet to a point; Thence South 04° 33' 11" West for a distance of 382.44 feet to a point; Thence South 26° 21' 57" East for a distance of 65.74 feet to a point; Thence South 04° 25' 34" West for a distance of 186.13 feet to a point; Thence South 34° 23' 19" West for a distance of 66.08 feet to a point; Thence South 04° 39' 03" West a distance of 292.42 feet to a point in the north line of Ball Road; Thence North 85° 44' 18" West along said north line for a distance of 2810.49 feet to a point; Thence North 04° 15' 42" East for a distance of 8.89 feet to a point of curvature; Thence northwestwardly along a curve to the right having a radius of 49.04 feet, and an arc length of 79.01 feet and whose long chord bears North 39° 21' 53" West for a distance of 70.74 feet to a point; Thence North 04° 14' 04" East for a distance of 119.97 feet to a point; Thence North 05° 34' 42" East for a distance of 114.66 feet to a point of curvature; Thence northeastwardly along a curve to the right having a radius of 800.28 feet, and an arc length of 363.65 feet and whose long chord bears North 21° 44' 23" East for a distance of 360.52 feet to a point; Thence North 36° 41' 19" East for a distance of 148.24 feet to a point of curvature; Thence northwardly along a curve to the left having a radius of 855.47 feet, and an arc length of 455.85 feet and whose long chord bears North 20° 41' 58" East for a distance of 450.48 feet to a point; Thence North 04° 27' 50" East for a distance of 619.78 feet to a point; Thence North 04° 26' 29" East for a distance of 466.21 feet to a point of curvature; Thence northwestwardly along a curve to the left having a radius of 850.50 feet, and an arc length of 477.43 feet and whose long chord bears North 12° 36' 49" West for a distance of 471.19 feet to a point; Thence North 62° 17' 21" East for a distance of 418.32 feet to a point of curvature; Thence northeastwardly along a curve to the right having a radius of 451.52 feet, and an arc length of 251.55 feet and whose long chord bears North 78° 14' 57" East for a distance of 248.31 feet to a point; Thence South 85° 47' 27" East for a distance of 2506.58 feet to a point of curvature; Thence northeastwardly along a curve to the left having a radius of 30.00 feet, and an arc length of 47.08 feet and whose long chord bears North 49° 09' 48" East for a distance of 42.39 feet to a point; Thence North 04° 07' 03" East for a distance of 236.27 feet to a point; Thence North 06° 42' 52" East for a distance of 62.25 feet to a point; Thence North 15° 42' 58" East for a distance of 33.01 feet to a point; Thence North 04° 20' 57" East for a distance of 272.31 feet to a point in the south line of said Dunn Avenue; Thence South 85° 44' 18" East along said south line for a distance of 1370.02 feet to a point; Thence South 04° 15' 42" West for a distance of 2.20 feet to a point of curvature; Thence southeastwardly along a curve to the right having a radius of 40.00 feet, and an arc length of 57.12 feet and whose long chord bears South 45° 53' 18" East for a distance of 52.39 feet to the POINT OF BEGINNING and containing 13,176,063 Square Feet or 302.480 acres of land.

## EXHIBIT B

### Asbestos

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

- 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 25lf 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 lb 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.
- 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 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.

