



Shelby County Tennessee

Shelandra Y Ford

Shelby County Register

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Office of the Shelby County Register.



20100579

09/17/2020 - 03:37:25 PM

24 PGS	
MELISA	2089534 - 20100579
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	120.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	122.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Deed reviewed by:

James A. Wagoner III, Attorney
U.S. Army Corps of Engineers
Mobile District

QUITCLAIM DEED NO. 4
DEFENSE DISTRIBUTION DEPOT MEMPHIS
SHELBY COUNTY, TENNESSEE

THIS QUITCLAIM DEED, by and between the **UNITED STATES OF AMERICA** (hereinafter referred to as the "Grantor"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), and under the authority contained in section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (part A of title xxix of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended, whose address is U.S. Army Engineer District, Mobile, ATTN: Real Estate Division, 109 Saint Francis St., Mobile, Alabama 36602, and the **DEPOT REDEVELOPMENT CORPORATION OF MEMPHIS AND SHELBY COUNTY** (hereinafter referred to as the "Grantee"), a public body corporate and politic duly created and existing under the laws of the State of Tennessee, whose address is 2245 Truitt Street, Memphis, Tennessee 38114.

WITNESSETH THAT:

THE GRANTOR, for and in consideration of the promises of the Grantee set forth in that certain agreement between the Grantor and the Grantee entitled **MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE DEPOT REDEVELOPMENT CORPORATION OF MEMPHIS AND SHELBY COUNTY FOR THE TRANSFER OF A PORTION OF DEFENSE DISTRIBUTION DEPOT MEMPHIS, TN**, dated 16 November 2001, 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, State of Tennessee, containing approximately forty-five and fifty-nine hundredths (45.59) acres, more particularly described in **Exhibit A-1** and shown on **Exhibit A-2**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

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

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, and as part of the consideration for the conveyance herein, covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, conditions, and restrictions which shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity by the Grantor and other interested parties as allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land in perpetuity; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances of the Property or portions thereof does not abrogate the status of the covenants, conditions, and restrictions as binding upon the Grantor and the Grantee, its successors and assigns.

1. PROPERTY COVERED BY NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANT MADE PURSUANT TO SECTION 120(H)(3)(A) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(H)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenant and retains the following access rights:

A. Notice 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(h)(3)(A)(i)(I) and (II)):

Pursuant to sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in **Exhibit B**, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, 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(h)(3)(A)(i)(III)):

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(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in **Exhibit B**, attached hereto and made a part hereof.

C. Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)), the United States warrants that –

(1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(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

(2) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

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 a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial 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, testpitting, 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 and its successors and assigns and shall run with the land.

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 clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. 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.

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 or employee 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 clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. NOTIFICATION OF PETROLEUM OR PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

The Grantee is hereby provided the summary of the storage, release, or disposal of petroleum or petroleum products on the Property attached hereto as **Exhibit "B"** and made a part hereof. Said summary is based on the best information available to the Department of the Army and believed to be correct but no warranty as to completeness or accuracy is provided with respect thereto.

3. "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 is conveyed "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 a suitable 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 condition 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 the Property will not constitute grounds for any claim or demand against the Grantor.

C. Nothing in this "As Is" provision shall be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))" or any other statutory obligations.

4. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, for itself, its successors and assigns, covenants and agrees 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 covenants, conditions, and restrictions in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs 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 the conveyance herein.

B. The Grantee, for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions 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 provisions shall be construed to modify or negate the Grantor's obligations under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))" any other statutory obligations.

5. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If a release or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the Grantee, its successors or assigns, shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the Grantee or its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor's activities, use or ownership of the Property, the Grantee or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the release or threatened release of the hazardous substance, and the Grantee or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

B. The Grantee, for itself, its successors and assigns, as consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any other person other than the Grantor after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination" provision 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 obligations under the "Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))."

6. ENVIRONMENTAL PROTECTION 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 "Environmental Protection Provisions" set forth in **Exhibit C**, attached hereto and made a part hereof, and shall

require the inclusion of the said "Environmental Protection Provisions" in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in the Property or portion thereof.

7. NON-DISCRIMINATION

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, 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.

8. 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. §1341.

9. NO WAIVER

The failure of the Grantor to insist in any one or more instances upon timely or complete performance of any obligation of the Grantee or its successors or assigns required by the covenants, conditions or restrictions set forth in this Deed shall not be construed as a waiver or a relinquishment of the Grantor's right to future performance of any such obligation of the Grantee or its successors or assigns in accordance with the said covenants, conditions, and restrictions and all such obligations of the Grantee, its successors and assigns shall continue in full force and effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed in its name by the Director of Real Estate, this the 26 day of August 2020.

UNITED STATES OF AMERICA

Signed and sealed and delivered
in the presence of:

Witness

Witness

By: *sheer-2*

Brenda M. Johnson-Turner
Director of Real Estate
Headquarters, U.S. Army Corps of Engineers

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA)
) SS
CITY OF WASHINGTON)

I, Marcia A. DeVille, a Notary Public in and for the District of Columbia, do hereby certify that on this the 26th day of August, 2020, Brenda M. Johnson-Turner, Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing instrument, appeared in person and acknowledged before me that the signature of the said instrument was voluntarily affixed by her for the purposes therein stated and that she had due authority to sign the instrument in the capacity therein stated.

Marcel A. Deville
Notary Public MARCEL A. DEVILLE
NOTARY PUBLIC DISTRICT OF COLUMBIA
'My Commission Expires November 30, 2022'

My commission expires: 30 NOVEMBER 2023



ACCEPTANCE OF CONVEYANCE

IN WITNESS WHEREOF, 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 covenants, conditions, reservations, restrictions and terms contained herein, this 221 day of June 2020.

Signed and sealed and delivered
in the presence of:

Witness Deirdre Robit

Witness Hope Slauer

DEPOT REDEVELOPMENT CORPORATION
OF MEMPHIS AND SHELBY COUNTY

By: Red Dulberger

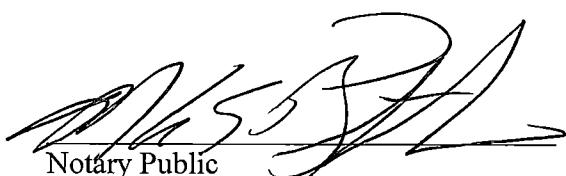
Name: RED DULBERGER

Title: PRESIDENT & CEO

ACKNOWLEDGMENT

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, Red Dulberger, 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.


Notary Public

My Commission Expires: July 01, 2023



EXHIBIT A-1

Property Description (PART OF AREA "B-3")

Commencing at the point of intersection of the west line of Airways Boulevard and the south line of Dunn Avenue; Thence North 85° 44' 18" West, along said south line, a distance of 1985.42 feet to the Point of Beginning of the property described herein; Thence South 04° 15' 58" West, a distance of 623.63 feet to a point; Thence North 85° 47' 26" West, a distance of 1970.33 feet to a point; Thence southwestwardly, along a curve to the left having a radius of 461.52 feet, a chord bearing and distance of South 78° 14' 57" West - 253.81 feet and an arc length of 257.12 feet to a point; Thence South 62° 17' 19" West, a distance of 390.28 feet to a point; Thence North 27° 42' 41" West, a distance of 9.85 feet to a point; Thence northwestwardly, along a curve to the right, having a radius of 10.37 feet, a chord bearing and distance of North 69° 04' 43" West - 13.77 feet and an arc length of 15.06 feet to a point; Thence North 29° 33' 27" West, a distance of 171.51 feet to a point; Thence North 29° 41' 49" West, a distance of 181.61 feet to a point; Thence North 29° 32' 40" West, a distance of 111.70 feet to a point; Thence northwestwardly, along a curve to the right having a radius of 781.41 feet, a chord bearing and distance of North 16° 59' 21" West - 310.20 feet and an arc length of 312.27 feet to a point; Thence North 05° 08' 46" West, a distance 121.27 feet to a point; Thence North 00° 14' 00" West, a distance of 95.41 feet to a point in the south line of said Dunn Ave; Thence South 85° 44' 18" East, along said south line, a distance of 2962.60 feet to the Point of Beginning.

Contains 1,897,128 Square Feet or 43.552 Acres of Land.

The above described property is the part of the same property as listed as Parel I in First American Title Insurance Company Title Commitment number 3020-915734, effective date of July 18, 2018 at 8:00 AM.

Property Description (PART OF AREA "C-2")

Beginning at a point in the north line of Ball Road, said point being located eastwardly, along said north line, a distance of 1561.25 feet from the intersection of said north line and the east line of Perry Road; Thence North 02° 32' 44" East, a distance of 253.94 feet to a point; Thence North 85° 44' 18" West, a distance 340.92 feet to a point; Thence South 06° 08' 40" West, a distance of 59.01 feet to a point of curvature; Thence southwestwardly, along a curve to the right having a radius of 20.24 feet, a chord bearing and distance of South 36° 57' 54" East - 30.19 feet and an arc length of 34.07 feet to a point; Thence South 04° 36' 38" West, a distance 172.15 feet to a point in the north line of said Ball Road; Thence North 85° 44' 18" West, along said north line, a distance of 350.43 feet to the Point of Beginning.

Contains 88,855 Square Feet or 2.040 Acres of land.

The above described property is the part of the same property as listed as Parel I in First American Title Insurance Company Title Commitment number 3020-915734, effective date of July 18, 2018 at 8:00 AM.

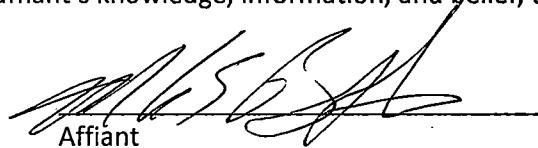
Each being a part of the property conveyed to the United States of America by warranty deed of record in Book 1675, Page 334 and Book 1740, Page 329 in the Register's Office of Shelby County, Tennessee.

(FOR PURPOSE OF RECORDING)

This instrument prepared by and return to:
Farris Bobango Branan PLC
999 S. Shady Grove Road, Suite 500
Memphis, TN 38120

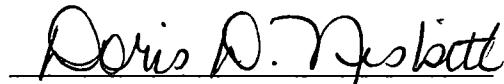
No transfer tax is due on this instrument as the same is exempt pursuant to the provisions of T.C.A. Section 67-4-409(f)(1).

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

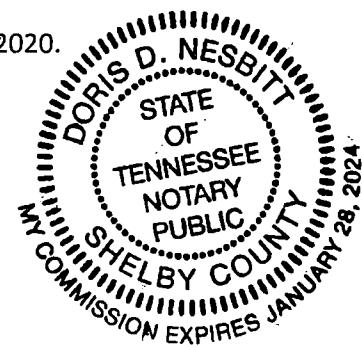


Affiant

Subscribed and sworn to before me this 17th day of September, 2020.



Doris D. Nesbitt
Notary Public
My Commission Expires: _____



Tax Parcel ID and Property Address:

060092 00045
0 Ball Road
Memphis, TN 38105

060092 00047
0 Dunn Road
Memphis, TN 38106

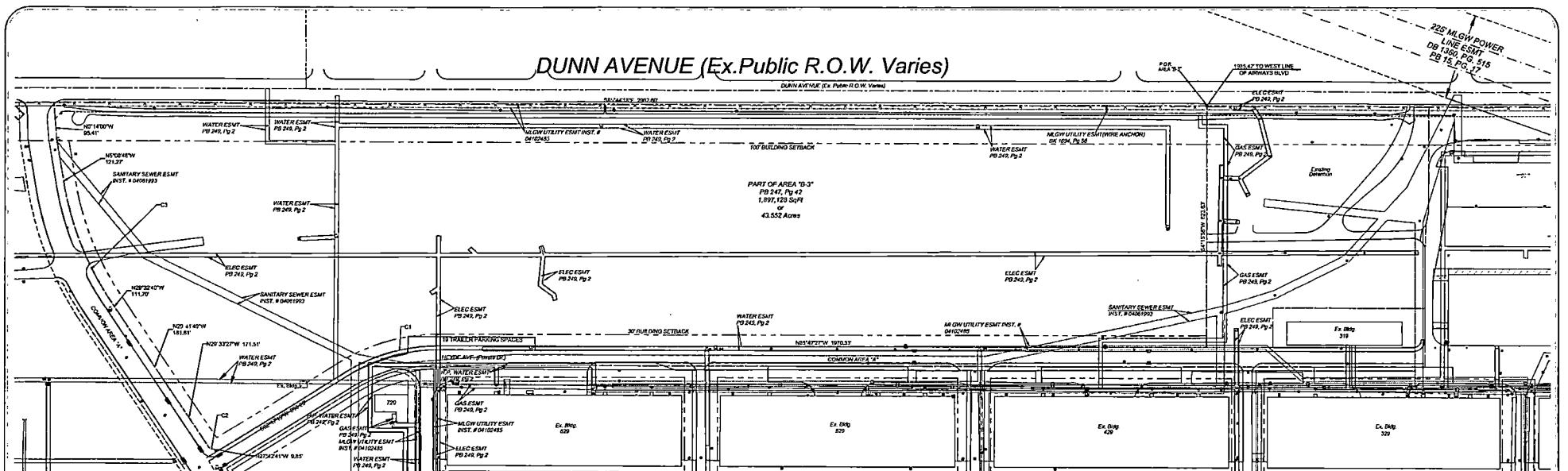
Name and Address of Property Owner:

Economic Development Growth Engine
Industrial Development Board of the City of
Memphis and County of Shelby, Tennessee
100 Peabody Place, Suite 1100
Memphis, TN 38103-3652

Mail Tax Notices to:

Economic Development Growth Engine
Industrial Development Board of the City of
Memphis and County of Shelby, Tennessee
100 Peabody Place, Suite 1100
Memphis, TN 38103-3652

DUNN AVENUE (Ex. Public R.O.W. Varies)



Curva Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	23.7'F	461.5'F	STP 1° 57'W	253.8'F
C2	15.0'F	10.3'F	PTP 0° 43'W	13.7'F
C3	312.7'F	781.4'F	PTP 58° 27'W	310.2'F
C4	242.7'F	768.6'F	STP 27° 34'W	241.2'F
C5	153.1'F	741.0'F	STP 2° 45'W	150.8'F
C6	88.9'F	580.7'F	33° 37'47"SW	85.8'F
C7	212.4'F	228.7'F	53° 57'13"SW	212.0'F
C8	193.5'F	205.8'F	51° 39'39"SW	192.8'F
C9	27.7'F	18.8'F	S59° 50'35"SW	26.0'F
C10	34.0'F	20.2'F	S57° 57'45"SW	30.1'F

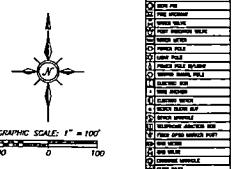
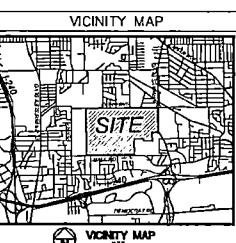
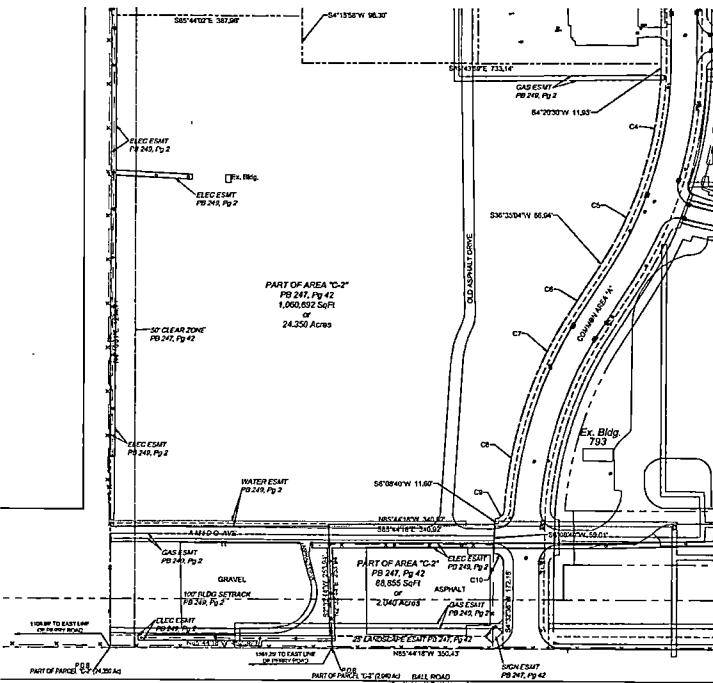


Exhibit "A-2"
Sheet 1 of 2

ALTA/NSPS LAND TITLE SURVEY
Part of Area "B-3" and Part of Area "C-2"
Memphis Depot Business Park Amended
of record in Plat Book 247, Page 42 & Plat Book 249, Page 2,
in the Shelby County Register's Office

ALTA/NSPS Land Title Survey

70-Memphis Driveway Associates, LLC, First American Title Insurance Company, Diamond Properties, LLC, P.O. 107, LLC and Memphis Check Trac, LLC, both Delaware Limited Liability Companies and Allegiant Capital Funding, LLC, a Delaware Limited Liability Company, its successors and assigns

This is to certify that this is an as-built and the survey on which it is based was made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.

A2H

ENGINEERS • ARCHITECTS • PLANNERS

Memphis, TN Jackson, TN Nashville, TN
2009 Denker Placation Road 901.372.2404
Lebanon, TN 37092 www.A2B.com

Subparcel Number and Description	Name of Hazardous Substance	Substance(s) and CASRN	Date of Storage, Release or Disposal	Remedial Actions
3.5 - Building 194 (pool pump house)	Chlorine	7782-50-5	Exact start date unknown assumed building construction in 1948 until base closure in 1997.	MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
7.2 - Building	Mustard Lewisite	Phosgene 75-44-5	Exact start date unknown assumed building construction in 1942 until end of use by Army Quartermaster Corps in 1958.	MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
249		CC2	Spill: battery acid spill on April 15, 1993, north dock.	The Spill Team responded, applied sodium bicarbonate and disposed of all residues in accordance with federal state and local regulations.
12.2 - Building 629 (hazardous storage)	Formaldehyde 50-00-0	Hydrogen fluoride 7664-39-3	Exact start date unknown assumed building construction in 1942 until 835 in 1985.	MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
12.2 - Building 629 (hazardous storage)	Formaldehyde 50-00-0	Hydrogen fluoride 7664-39-3	Exact start date unknown assumed building construction in 1942 until 835 in 1985.	MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
12.2 - Building 629 (hazardous storage)	Formaldehyde 50-00-0	Hydrogen fluoride 7664-39-3	Exact start date unknown assumed building construction in 1942 until 835 in 1985.	MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
12.2 - Building 629 (hazardous storage)	Formaldehyde 50-00-0	Hydrogen fluoride 7664-39-3	Exact start date unknown assumed building construction in 1942 until 835 in 1985.	MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
15.2 - Building 308 (hazardous waste storage)	Storage:	Storage:	Exact start date unknown assumed building construction in 1944 until 1994.	The Dept completed a cleaning/decontaminating project at Building 308 in 2001. MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).
15.2 - Building 308 (hazardous waste storage)	Storage:	Storage:	Exact start date unknown assumed building construction in 1944 until 1994.	The Dept completed a cleaning/decontaminating project at Building 308 in 2001. MI ROD dated 2/2001 remedy: LCS to prevent use of groundwater and to occupied facilities, including daycare operations, implemented and to monitor in accordance with the LUCIP (Table 4 in Enclosure 5).

Notification of Hazardous Substance Storage, Release and Disposal

Exhibit "B"

Exhibit "B"

Notification of Hazardous Substance Storage, Release and Disposal

Subparcel Number and Description	Name of Hazardous Substance(s) and CASRN	Date of Storage, Release or Disposal	Remedial Actions
	Sodium cyanide 143-33-9 Based on historical hazardous material storage records, this building potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ, except for the substances listed above.		monitored in accordance with the LUCIP (Table 4 in Enclosure 5).
15.3 – Building 319 (hazardous materials/waste storage)	Formaldehyde 50-00-0 Hydrogen fluoride 7664-39-3 Nitric acid 7697-37-2 O-Cresol 95-48-7 Sodium cyanide 143-33-9 Based on historical hazardous material storage records, this building potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ, except for the substances listed above.	Exact start date unknown assumed building construction in 1942 until base closure in 1997. Hazardous waste storage began in 1994. Spill: xylene on November 18, 1991, Section 4.	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5).
15.5 – Open storage area Y50	Based on historical hazardous material storage records, this area potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ.	Exact start date unknown assumed facility activation in 1942 until base closure in 1997.	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5).
17.3 – Building 359 (medical storage)	Storage: Formaldehyde 50-00-0 Hydrogen fluoride 7664-39-3 Nitric acid 7697-37-2 O-Cresol 95-48-7 Sodium cyanide 143-33-9 Based on historical hazardous material storage records, this building potentially stored alcohols, mercury, cyanide, poisons and hazardous materials requiring refrigeration.	Exact start date unknown assumed building construction in 1942 until base closure in 1997. Spill: sulfuric acid on August 27, 1993, Section 2.	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5). Spill response: The Spill Team responded, applied sodium bicarbonate and disposed of all residues in accordance with federal, state and local regulations.

Exhibit "B"

Notification of Hazardous Substance Storage, Release and Disposal

Subparcel Number and Description	Name of Hazardous Substance(s) and CASRN	Date of Storage, Release or Disposal	Remedial Actions
	Documentation does not support storage of these materials in excess of RQ, except for the substances listed above.		
19.3 – Building 469 (battery maintenance shop)	Sulfuric acid 7664-93-9 Sodium bicarbonate Lead acetate 301-04-2	Exact start date unknown assumed building construction in 1960 until base closure in 1997. Spill: 6 ounces of PCB-1242 from a transformer on December 16, 1993.	MI ROD dated 2/2001 remedy: ICs to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5). Spill response: The Spill Team responded, applied absorbent and disposed of the residue in accordance with federal, state and local regulations. Samples were collected from the absorbent and concrete and results indicated PCB-1242. According to the Spill Team Leader on the scene at the time of the spill and during sampling, the effected area was removed during sampling operations.
21.1 – Building 690 (general purpose warehouse)	Based on historical hazardous material storage records, this area potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ. Nor does documentation support storage for one year or more as this building served as a temporary staging area for material prior to shipment.	Exact start date unknown assumed building construction in 1953 until base closure in 1997.	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5).
21.3 – Building 689 (general purpose warehouse)	Based on historical hazardous material storage records, this area potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ. Nor does documentation support storage for one year or more as this building served as a staging area for material awaiting transportation.	Exact start date unknown assumed building construction in 1953 until base closure in 1997. Spills: Nitric acid, 1 pint, 5/8/90 Hydraulic fluid, 2 gallons, 2/13/92 Carbon removing compound, 1 gallon, 1/2/93 Corrosion removing compound, <55 gallons, 9/30/93 Sulfuric acid, 1 gallon, 10/12/95 Hydraulic fluid, 1.25 gallons, 11/15/95	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5). Spill response: The Spill Team responded, applied absorbent and disposed of the residue in accordance with federal, state and local regulations.

Exhibit "B"

Notification of Hazardous Substance Storage, Release and Disposal

Subparcel Number and Description	Name of Hazardous Substance(s) and CASRN	Date of Storage, Release or Disposal	Remedial Actions
		Hydraulic fluid, .3 gallon, 11/16/95	
23.7 – Building 783 (demolished) (flammable material storage)	Based on historical hazardous material storage records, this building potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ.	Exact start date unknown assumed building construction in 1942 until it became an equipment storage area for Facility Engineers in the 1980s.	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5).
23.8 – Building 793 (demolished) (flammable material storage)	Based on historical hazardous material storage records, this building potentially stored materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ.	Exact start date unknown assumed building construction in 1942 until it became an equipment storage area for Facility Engineers in the 1980s.	MI ROD dated 2/2001 remedy: ICs to prevent use of groundwater and to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5).
24.4 – X03 (open storage area)	Based on historical hazardous material storage records, this area potentially stored flammable materials on Enclosure 3a. Documentation does not support storage of these materials in excess of RQ.	Exact start date unknown assumed facility activation in 1942 until 1988, when it was used for steel storage.	MI ROD dated 2/2001 remedy: ICs to prevent residential reuse or child-occupied facilities, including daycare operations. Implemented and monitored in accordance with the LUCIP (Table 4 in Enclosure 5).

Exhibit "B"

Hazardous Materials Stored at the Depot

Acetic acid 64-19-7	Deodorant, rug and room
Acetone 67-64-1	Disodium phosphate
Aluminum sulfate 10043-01-3	Decontaminating agent (super tropical bleach)
Anti-foaming agent	Deglazing solvent
Ammonium hydroxide 1336-21-6	Denatured alcohol
Ammonium thiocyanate 1762-95-4	Dursban
Ammonia nitrate	Damping fluid (silicone)
AAAF extinguishing agent	Disinfectant, food services
Antisetting compound	Dry chemical extinguishing agent
Amyl acetate 628-63-7	Deicing fluid
Acid muria	Etching solution
Baygon insecticide	Ethyl acetate, technical 141-78-6
Balan	Ethyl alcohol
Benzoin tincture compound	Ethylene glycol 107-21-1
Biogenic 377c (potassium, hydroxide limonene)	Ethyl ether 60-29-7
Boric acid	Ethanol
Butyl acetate 123-86-4	Ferric chloride 7705-08-0
Brake fluid	Fog oil
Bromax (weed killer)	Foam, liquid fire extinguisher
Calcium chromate 13765-19-0	Formaldehyde 50-00-0
Calcium chloride, anhydrous	Formic acid 64-18-6
Coal tar solution	Fungicide
Calcium hypochlorite 7778-54-3	Grease, aircraft
Calcium hydroxide	Hydrochloric acid 7647-01-0
Calcium carbonate	Hydrofluoric acid 7664-39-3
Carbaryl 63-25-2	Hydrofluorsilic acid
Charcoal activated, powdered	Hydrogen fluoride 7664-39-3
Chromium trioxide, technical	Hydrogen peroxide
Chlordane 57-74-9	Hydraulic fluid
Chlorine 7782-50-5	Heat transfer fluid
1-Chloro-2,3-epoxypropane 106-89-8	Isobutyl alcohol 78-83-1
Chloroethane 75-00-3	Isopropyl alcohol
Chloroform 67-66-3	Insulating oil, electrical
O-Cresol 95-48-7	Inspection penetrant
Cyclohexylamine	Lead acetate 301-04-2
Cyclohexane 110-82-7	Lubricating oils
Cyclohexanone 108-94-1	Lindane dust 1% 58-89-9
DDT 50-29-3	Lipophilie
Dalpone #85	Malathion 121-75-5
Diazinon 333-41-5	Mercury 7439-97-6
1,4-Dichlorobenzene 106-46-7	Methanol 67-56-1
Dichloromethane 75-09-2	Methyl alcohol 67-56-1
Dichlorvos 62-73-7	Methylene chloride 75-09-2
Dieldrin 60-57-1	Methyl ethyl ketone 78-93-3
Dimethyl phthalate 131-11-3	Methyl ethyl ketone peroxide 1338-23-4
1,4-Dioxane 123-91-1	Methyl isobutyl ketone 108-10-1
Diquat 85-00-7	Methyl macralate
Desiccant	Monoethanolamine
Disinfectant detergent	Morpholine
Diatomaceous earth	Naled 300-76-5
Dischlor methane	Naphthenic acid 1338-24-5

Exhibit "B"

Hazardous Materials Stored at the Depot

Naphtha aliphatic	Toluene methyl isobutyl ketone
Naphtha aromatic	Urea
Naphtha technical	Xylene 1330-20-7
Naphthalene 91-20-3	Zinc chloride 7646-85-7
Nickel carbonyl 13463-36-3	Zinc phosphide 1314-84-7
Nitric acid 7697-37-2	
Nitric oxide 10102-43-9	
Nitrobenzene 98-95-3	
Oxalic acid	
Perchloroethylene 127-18-4	
Phosgene 75-44-5	
Phosphoric acid 7664-38-2	
Potassium	
Potassium cyanide 151-50-8	
Potassium hydroxide 1310-58-3	
Potassium permanganate 7722-64-7	
Potassium silver cyanide 506-61-6	
Potassium superoxide	
Pramitol	
Polyurethane	
Paint	
Prometone	
Petroleum, jelly	
Petrolatum technical	
Silver cyanide Ag(CN) 506-64-9	
Sodium azide 26628-22-8	
Sodium bisulfite 7631-90-5	
Sodium cyanide Na(CN) 143-33-9	
Sodium fluoride 7681-49-4	
Sodium hydrosulfide 16721-80-5	
Sodium hydroxide 1310-73-2	
Sodium hypochlorite 7681-52-9	
Sodium hexametaphosphate	
Sodium bisulfate	
Sodium bicarbonate	
Sodium nitrate	
Sodium sulfite	
Sodium chlorate barium peroxide	
Sodium borohydride	
Sodium metasilicate	
Simazine	
Sulfuric acid 7664-93-9	
Sulmaic acid	
Sulfur technical	
Silicone compound	
Toluene 108-88-3	
1,1,1-Trichloroethane 71-55-6	
1,1,2-Trichloroethane 79-00-5	
Trichloroethylene 79-01-6	
Trichlorotrifluoroethane	
Trioxide	

Exhibit "B"

Petroleum Product Storage, Release, or Disposal

Subparcel No./location	Year Installed	Type/Size (Gals)	Substance Stored	Status
14.2 – Building 209, north side	1942	UST/12,000	Heating oil	No evidence of release. Removed July 1994.
14.2 – Building 209, north side	1942	UST/500	Heating oil	No evidence of release. Removed July 1995.
14.2 – Building 209, north side	1942	UST/500	Blower blow-down water	No evidence of release. Removed July 1995.
15.6 – Building 319, north side	1988	UST/4,000	Heating oil	No evidence of release. Removed July 1994.
17.2 – Building 359, north side	1942	UST/12,000	Heating oil	No evidence of release. Closed in place July 1994.
17.2 – Building 359, north side	1942	UST/500	Heating oil	No evidence of release. Closed in place September 1995.
17.2 – Building 359, north side	1942	UST/500	Blower blow-down water	No evidence of release. Closed in place July 1994.
17.2 – Building 359, Bay 4	1979	UST/1,000	Heating oil	No evidence of release. Removed 1993.
17.2 – Building 359, Bay 4	1942	UST/500	Diesel fuel	No evidence of release. Removed 1993.
33.7 – Building 765	1942	AST/12,000	Diesel fuel	No evidence of release. Removed July 1994.
33.9 – Building 754	1956	UST/200	Gasoline	No evidence of release. Removed January 1986.
33.11 – Building 756, west side	1987	UST/1,000	Diesel fuel	No evidence of release. Removed July 1994.
33.11 – Building 756, west side	1994	AST/1,000	Diesel fuel	No evidence of release. Active. Maintained by DRC.
33.13 – Building 720, west side	1942	AST/12,000	Diesel fuel	No evidence of release. Removed 1997.

EXHIBIT C

ENVIRONMENTAL PROTECTION PROVISIONS

1. 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 (CERCLA) of 1980, 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 United States Environmental Protection Agency (EPA), Region 4, the Tennessee Department of Environment and Conservation, and the Defense Logistics Agency, effective on 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 Deed, the terms of the FFA will take precedence. The Grantee further agrees that notwithstanding any other provisions of the conveyance, the Grantor assumes no liability to the Grantee should implementation of the FFA interfere with its 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.

2. ACCESS CLAUSE

The Grantor, the U.S. Environmental Protection Agency (EPA) and the Tennessee Department of Environment and Conservation (TDEC) have the right to authorize their officers, agents, employees, contractors, and subcontractors to enter upon the Property, upon reasonable notice to the Grantee, in any case in which a response action or corrective action is found to be necessary, after the date of the conveyance herein, or such access is necessary to carry out a response action or corrective action on adjoining property, including, without limitation, for the following purposes:

- To verify continued compliance with the land use restrictions that have been selected by the ROD for the 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 Grantor and its contractors and subcontractors;
- To conduct any test or survey related to the environmental conditions at the Property or to verify any data submitted to the EPA or TDEC by the Grantor 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.

3. LAND USE RESTRICTIONS

A. The Grantor has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The land use restrictions benefit the public in general and the territory surrounding the Property, including lands retained by the Grantor, and, therefore, are enforceable by the Grantor. The Grantee, for itself, its successors and assigns

covenants that it shall not undertake nor allow any activity on or use of the Property that would violate the said land use restrictions:

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

(2) Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under Property has chlorinated volatile organic compounds that violate the Safe Drinking Water Act maximum contaminant levels. The Grantee, its successors and assigns, shall not access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency, the Tennessee Department of Environment and Conservation, and the Memphis/Shelby County Health Department – Water Quality Branch. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the CERCLA.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action as would be necessary to allow a use of the Property otherwise restricted or prohibited by the land use restrictions set forth herein. Prior to any such use of the Property, the Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulatory agencies and the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, the State or Federal regulatory agencies and local authorities, the Grantor agrees to execute an instrument to modify or terminate, as appropriate, the land use restrictions set forth herein. The recordation of any such instrument shall be the responsibility of the Grantee, its successors or assigns and shall be accomplished at no cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any request to modify or terminate the land use restrictions set forth herein to the Department of the Army, the U.S. Environmental Protection Agency, the Tennessee Department of Environment and Conservation, and the Memphis/Shelby County Health Department – Water Quality Branch, by first class mail, postage prepaid, addressed as follows:

(1) Department of Army
600 Army Pentagon
Washington, DC 20310-0600

(2) U.S. Environmental Protection Agency, Region 4
Federal Facilities Branch
Attn: Tennessee Branch Coordinator
61 Forsyth Street SW
Atlanta, GA 30303

(3) Tennessee Department of Environment and Conservation
Division of Superfund
Attn: Jamie Woods

2510 Mt. Moriah Road, Suite E645
Memphis, TN 38115-1520

(4) Memphis/Shelby County Health Department
Water Quality Branch
814 Jefferson Avenue
Memphis, TN 38105

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

C. The Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

D. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, 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 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).

E. The Grantee 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.

F. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

G. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this transaction, and any conveyance of the Property to the Grantee. The Grantee's obligation thereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

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

6. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!

A. The Grantee is warned that the Property contains non-friable asbestos or asbestos-containing material (“ACM”). The ACM on the Property 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. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the U.S. 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.

B. The Grantee covenants and agrees that, in its use and occupancy of the Property, it will comply with all applicable laws and regulations relating to asbestos and ACM and to be responsible for any future remediation of asbestos and/or ACM, including asbestos and/or ACM in or on buried pipelines, found to be necessary under applicable laws or regulations.

C. Any description of the Property or other information relating to the condition of the Property provided by the Grantor to the Grantee is based on the best information available to the Department of the Army and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for any claim by the Grantee against the Grantor.

D. The Grantee acknowledges that it has been invited, urged and cautioned to inspect the Property prior to accepting the conveyance herein. More particularly, the Grantee acknowledges that it has been invited, urged and cautioned to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos or ACM 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 asbestos or ACM or is or is not safe for a particular purpose. The failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the Grantor.

F. The Grantor assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, 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 that is the subject of the conveyance herein, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

G. The Grantee further agrees to indemnify and hold harmless the Department of 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 or any future remediation or abatement of asbestos or the need therefore. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

7. PCB NOTIFICATION AND COVENANT

A. The Grantee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the Property, 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 the conveyance herein. 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 any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee with applicable laws and regulations related to the use and storage of PCBs or PCB-containing equipment.

C. The Grantee 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 Department of the Army assumes no liability for the future remediation of PCB contamination or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to 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, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the Property.

INFORMATION PAPER
BRAC DISPOSAL, DEED NO. 4

Former Defense Depot Memphis (45.59 Acres)
Shelby County, Tennessee

13 FEB 20

SUBJECT: BRAC 1995, Defense Depot Memphis, 45.59 Acres located in Shelby County, Tennessee, Economic Development Conveyance to the Depot Redevelopment Corporation of Memphis and Shelby County (DRC).

1. **Purpose.** The purpose of this memorandum is to obtain approval of the enclosed conveyance and Quitclaim Deed No. 4 to the DRC. The deed conveys 45.59 acres of land which constitutes a portion of the industrial area located on the Main Installation at the former Defense Distribution Depot Memphis, Tennessee (DDMT).

This proposed conveyance is being executed under the authority of the provisions of section 2905(b)(4) of the Defense and Closure and Realignment Act of 1990, Public Law 101-510-10 U.S.C. § 2687 note, as amended. Electronic versions of the aforementioned Deed [Encl-01], and Mapping with Legal Descriptions [Encl-02]

2. **Background/History of Defense Depot Memphis Site.**

Operations at the depot began in 1942, with the depot providing supplies including clothing, food, medical supplies, electronic equipment, petroleum products and industrial chemicals. Eventually, disposal of chemicals began at the site. This included the disposal of leaking mustard bombs at Dunn Field, a field located on the property. In 1995, the depot was placed on the closure list of the Base Realignment and Closure Commission and in 1997 it was closed. The Defense Depot Memphis was declared surplus by the Department of the Army in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510), and the 1995 Base Closure and Realignment Commission Report, as approved. The property was screened against the needs of other DOD and Federal Agencies and ultimately declared surplus. There have been several EDC conveyances of Memphis. The last being in 2011 which was subject to the intent to convey the current Deed 4 acreage of 45.59. However, the legal description was inadvertently omitted from the conveyance deed (Deed 3) and this 45.59 acres was not conveyed. Since that time neither party realized the error and the property was presumed to be owned by DRC whom has since been under the care and control of DRC. The error was recently discovered during a Title search by a prospective buyer. **Deed 4 is required to now complete the EDC of the property in accordance with the MOA. These two parcels are depicted in Deed Exhibit A-2 (Enclosure 2 of the conveyance package) and identified as Part of Area "C-2", 24.350 acres and Part of Area "C-2", 2.040.**

3. **Title Report** [Encl 3]. Title Report was completed on 22 Oct. 2019 by Realty Specialist John J. Tetreau. Additionally, the FOST indicates that there are no Coastal Zone Management applications, No wetlands and the property is not located within the 100 year floodplain.

4. **Supporting Documentation**

- a. [Encl 4] DASA EDC Approval
- b. [Encl 5] Memorandum of Agreement (MOA) Phase 2 Document dated January 3, 2002: The MOA details the Army's agreement to convey 530 acres to The Depot Redevelopment Corporation and Related Personal Property pursuant to the terms of the Agreement.
- c. Appraisal: An Appraisal for this EDC conveyance is not included in the package as in accordance with the MOA dated 3 Jan. 2002 between the Army and The Depot Redevelopment Corporation conveyance is to be at no cost.
- d. [Encl-06] A Determination of Surplus was published in the Federal Register on 27 March 1996.
- e. Prior to care and control of DD Memphis being transferred to the Dept. of Army in Dec. 2010 the site was managed by Defense Logistics Agency. Although there is a reference to an approve LRA Reuse Plan dated Feb. 1997 in the MOA and in section 2.2 of the EA, after researching Army files and contacting the City of Memphis a copy of the Reuse Plan nor the Housing and Urban Development (HUD) approval letter have been found and are not included. It is believed that (HUD) approved the referenced Reuse Plan.

- f. BLM Coordination: This property is not land withdrawn from public domain. There is no general statutory requirements for USACE to seek or abide by BLM's recommendations regarding minerals when USACE is disposing of Federal Real Property acquired by DOD that is not in the public domain property.
- g. [Encl-07] Environmental Documentation: Environmental documentation, as required by AR 200-1, and Title 10 of the code of Federal Regulations, consists of the following documents: The Original Environmental Baseline Survey Report (EBS) dated 6 Nov. 1996 summarizes the environmental history of DD Memphis, certifying the parcels ready to transfer upon completion of environmental remediation.
- h. [Encl-08] Environmental Condition of Property Report Recertification (ECP-R): Army Environmental Law Division is currently working a Recertification letter that states the EBS/ECP was valid at the time of the previous conveyance (which had intended to include this conveyance now in Deed #4) and in the time since that conveyance, the LRA has had possession of the property.
- i. [Encl-09] An Environmental Assessment (EA) was completed March 1998, which identifies, evaluates, and documents the environmental and socioeconomic effects of the property disposal and future uses of DD Memphis. The EA concluded that implementing the purposed disposal action is not expected to result in significant adverse environmental effects. A Finding of no significant impact (FNSI) was also prepared on 13 March 1998 and is included in the EA. The FNSI concludes that the implementation of the proposed conveyance would have no significant adverse effect, direct or indirect, or cumulative effects on the quality of the natural or human environment. No EIS is required.
- j. [Encl-10] Endangered Species Coordination (Section 7) with the State of TN, Dept. of Environment and Conservation dated 5 Aug. 1996 and U.S. Fish & Wildlife Service concurrence Oct. 4, 1996. No recorded threatened or endangered species found within the project boundaries or found within a one mile radius of the project. There is no indication that wetlands exist in the vicinity of the project.
- k. [Encl-11] The National Historic Preservation Act Section 106 Consultation documentation was completed on 10 Sept. 1997 page 7, Tennessee Historical Commission advised the Project area contains no Archeological Resources eligible for listing in the National Register of Historical Places. No objection to the project.
- l. [Encl-12] The Findings of Suitability to Transfer (Final FOST) dated June 2004: FOST findings conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the Property is transferable under CERCLA Section 120(h)(3). In addition, all DOD requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached EPPs that shall be included in the deed for the Property. The deed will also include the CERCLA 120(h)(3) Notice, Covenant, and Access Provisions and Other Deed Provisions. PCB, ACM and LBP notification and covenants shall be included in the deed.
- m. Asbestos containing Material is discussed in the FOST at Section 3.5. The ACM does not currently pose a threat to human health as all has been removed or encapsulated.
- n. [Encl-13] A Radiological release memo, RAD dated 26 October 2012, provides concurrence from the Nuclear Regulatory Commission that the facilities at Ft. Monmouth are suitable and may be released for unrestricted use and that the Final Status Survey is in accordance with NJ State regulations.

5. POCs: The Real Estate point-of-contact for this action is Mr. Zac Lambert, Chief of Management & Disposals, CESAM-RE, (770) 904-3254, this package was reviewed by Mr. James A. Wagoner III, Assistant District Counsel, CESAM-OC, (251) 690-3341.

6. Recommendations: That the Director of Real Estate approve the disposal package and deed for the conveyance of 45.59 acres.