

**DRAFT**

**FINAL**

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

**Fort Monmouth, New Jersey**

**Carve Out Group 5**

**October 2023**



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## LIST OF ACRONYMS AND ABBREVIATIONS

µg/m <sup>3</sup>	microgram per cubic meter
µg/L	microgram per liter
ACM	Asbestos-Containing Material
AST	Aboveground Storage Tank
ASTM	American Society of Testing and Materials
BRAC	Base Realignment and Closure
C4ISR	Command and Control, Communications, Computers, Intelligence, Sensors and Reconnaissance
CECOM	Communications-Electronics Command
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFR	Code of Federal Regulations
COC	Constituent of Concern
COPEC	Contaminant of Potential Ecological Concern
DCSCC	Direct Contact Soil Cleanup Criteria
DMM	Discarded Military Munitions
DOD	Department of Defense
ECP	Environmental Condition of Property
EDR	Environmental Data Report
EPP	Environmental Protection Provision
EUL	Enhanced Use Lease
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FMERA	Fort Monmouth Economic Revitalization Authority
FOST	Finding of Suitability to Transfer
FTMM	Fort Monmouth
IRP	Installation Restoration Program
LBP	Lead-Based Paint
MEC	Munitions and Explosives of Concern
NEPA	National Environmental Policy Act
NFA	No Further Action
NJDEP	New Jersey Department of Environmental Protection
NRDCSCC	Non-Residential Direct Contact Soil Cleanup Criteria
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PR	Petroleum Release
RA	Remedial Action
RDCSCC	Residential Direct Contact Soil Cleanup Criteria
RDX	Hexahydro-1,3,5-trinitro-1,3,5-triazine
RI	Remedial Investigation
SI	Site Investigation
TNT	2,4,6-Trinitrotoluene
TPH	Total Petroleum Hydrocarbon
TPHC	Total Petroleum Hydrocarbon Content
UHOT	Unregulated Heating Oil Tank
USATHAMA	United States Army Toxic and Hazardous Materials Agency



U.S.C.	United States Code
UST	Underground Storage Tank
UXO	Unexploded Ordnance
VOC	Volatile Organic Compound



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

## **Fort Monmouth, New Jersey Carve Out Group 5 Parcels**

**September 2023**

### **1. PURPOSE**

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability for transfer of the “carve outs” located in the following Parcels: 38 (part of), 41, 43, 82, 102A, 102B and UST 490 (part of Parcel 79), also known as Carve Out Group 5 (the Property) of Fort Monmouth, New Jersey. The carve outs were not transferred with the surrounding property due to unresolved environmental issues associated with the carve outs. The environmental issues have been resolved and these carve outs are now suitable for transfer. These areas are set to be transferred to the Fort Monmouth Economic Revitalization Authority (FMERA) consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, this FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health and the environment after such transfer.

### **2. PROPERTY DESCRIPTION**

The property to be transferred to the FMERA under the Economic Development Conveyance authority consists of approximately 3.886 acres of land that were formerly carve outs that were not transferred with the surrounding property. The former carve outs planned for transfer under this FOST are located in the following Parcels 38 (part of), 41, 43, 82, 102A, 102B and UST 490 (part of Parcel 79), referred to as the Property. There are two buildings remaining on the Property (Building 200 on Parcel 102A and a portion of Building 123 on Parcel 82). The Property is located within the Main Post portion of Fort Monmouth in Boroughs Eatontown and Oceanport. (see Enclosure 1, Figures 1 and 2).

Fort Monmouth is located in the central-eastern portion of New Jersey, approximately 45 miles south of New York City, 70 miles northeast of Philadelphia and 40 miles east of Trenton. The Atlantic Ocean is located approximately 2.5 miles to the east. Fort Monmouth consists of the Main Post, Charles Wood Area and Evans Area. The Main Post encompasses an area of approximately 637 acres and is bounded by State Highway 35 to the west, Parkers Creek and Lafetra Creek to the north, New Jersey Transit Railroad to the east and residential neighborhoods to the south. The Charles Wood Area is comprised of approximately 489 acres and is located one mile west of the Main Post. The Evans Area consisted of approximately 219 acres and was transferred under the Base Realignment and Closure (BRAC) 1993 Program. The Main Post and Charles Wood Area are included in BRAC 2005. The majority of the Charles Wood Area and Parcel B of the Main Post were transferred to the FMERA as the Phase 1 Parcels in 2012 and 2014. Portions of the Main Post were transferred to the FMERA as the Phase 2 Parcels in 2016.



Certain portions of the Main Post and Charles Wood Area were withheld from transfer as they were not yet suitable for transfer and these areas are identified as “Carve Outs”.

The primary mission of Fort Monmouth was to provide command, administrative and logistical support for the Headquarters, United States Army Communications-Electronics Command (CECOM). CECOM was a major subordinate command of the United States Army Materiel Command and was the host activity. Fort Monmouth served as the center for the development of the Army’s Command and Control, Communications, Computers, Intelligence, Sensors and Reconnaissance (C4ISR) systems.

In 2005, the United States Congress approved the BRAC Commission’s recommendation to close Fort Monmouth by September 2011. The installation closed on September 15, 2011.

### **3. ENVIRONMENTAL DOCUMENTATION**

A determination of the environmental condition of the Property was made based upon the following:

- FTMM Report. Site Investigation Letter Report for Parcel 38 – Former Outdoor Firing Range, Fort Monmouth, New Jersey, September 12, 2016.
- NJDEP Letter. Area of Concern Parcel 38 – Outdoor Firing Range Monmouth County, November 16, 2016.
- FTMM Report. Remedial Investigation Report for Site FTMM-59, Fort Monmouth, Oceanport, Monmouth County, New Jersey, Parsons, March 2020.
- FTMM Report. Remedial Action Completion Report for FTMM-59, Fort Monmouth, Oceanport, Monmouth County, New Jersey, Parsons, March 2020.
- NJDEP Letter. Unrestricted Use, Remedial Investigation Report FTMM-59, Monmouth County, June 12, 2020.
- FTMM Report. Site Investigation Report Addendum for Parcel 102 (Former Skeet Range), Fort Monmouth, New Jersey, October 19, 2017.
- FTMM Letter. Parcels 35 and 102 Carve Out Property Category Determination, January 25, 2018.
- NJDEP Letter. Carve Out Property Category Determination for Parcels 35 and 102, Fort Monmouth, Oceanport, Monmouth County, March 23, 2018.
- FTMM Report. Parcel 82, Site Investigation Report, Fort Monmouth, Monmouth County, Oceanport, New Jersey, April 29, 2019.
- FTMM Memorandum. Action Memorandum for Parcel 82, Fort Monmouth, Oceanport, Monmouth County, New Jersey, October 1, 2019.
- FTMM Letter. Response to NJDEP Comments on Parcel 82 Site Investigation Report, Fort Monmouth, New Jersey, June 25, 2020.
- FTMM Report. Soil Remedial Action Report Parcel 82, Fort Monmouth, New Jersey, December 2020.
- NJDEP Letter. Unrestricted Use, Parcel 82, Fort Monmouth, Oceanport, Monmouth County, January 29, 2021.
- FTMM Report. UST 490 Site Investigation Report, Fort Monmouth, Monmouth County, Oceanport, NJ, July 22, 2019.



- FTMM Report. Soil Remedial Action Completion Report UST 490, fort Monmouth, New Jersey, February 2021.
- NJDEP Letter. Unrestricted Use, UST 490, Monmouth County, October 14, 2022.
- FTMM Record of Decision. Final Record of Decision No Further Action Sites, July 27, 2023.

The information provided is a result of a complete search of agency files during the development of these environmental surveys. A complete list of documents providing information on environmental conditions of the Property is attached (Enclosure 2).

#### **4. ENVIRONMENTAL CONDITION OF PROPERTY**

The DOD Environmental Condition of Property (ECP) categories for the Parcels covered by this FOST are as follows:

##### **ECP Category 1:**

- Parcels 102A and 102B: Parcels adjacent to Landfill M3 and determined not impacted and not part of Landfill M3. The NJDEP concurred on the reclassification of this property to Category 1 in a letter dated March 23, 2018.

##### **ECP Category 2:**

- UST 490 (Part of Parcel 79): Former UST location near Building 490

##### **ECP Category 3:**

- Parcel 38: Portion of Parcel adjacent to Landfill M3

##### **ECP Category 4:**

- Parcel 41: Area North of Building 1122 (IRP site FTMM-59)
- Parcel 43: Building 1122 (IRP site FTMM-59)
- Parcel 82: Portion of Parcel – Southeast of Building 123
- 

A summary of the ECP categories for the parcels and the ECP category definitions are provided in Table 1 – Description of Property (Enclosure 3).

#### **4.1. ENVIRONMENTAL REMEDIATION SITES**

There were 2 remediation sites located on the Property. A summary of the environmental remediation sites on the Property is found in Sections 4.1.1. and 4.1.2. All environmental soil and groundwater remediation activities on the Property have been completed. A summary of the



environmental remediation sites is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4).

#### **4.1.1 INSTALLATION RESTORATION PROGRAM**

There was one Installation Restoration Program (IRP) site covered by this FOST:

##### **FTMM-59: Parcels 41 and 43 (Building 1122)**

Multiple environmental site features have been identified at the IRP site FTMM-59, and there have been numerous soil and groundwater investigations, as well as remedial actions. The following site features do not require additional remediation:

- A former 1,500-gallon fuel oil underground storage tank (UST) was located west of Building 1122 and was removed in 1994.
- A former 550-gallon waste oil UST was located near the northern corner of Building 1122 and was removed in 1992; groundwater sampling from monitoring wells was initiated in this vicinity in 1997.
- Soil was removed in January 1995 from a spill of non-polychlorinated biphenyl (PCB) transformer oil from two pole-mounted transformers.
- A release of hydraulic oil from an in-ground reservoir tank for a hydraulic lift in Bay #12 was initially reported to NJDEP (case no. 95-1-11-1429-00) in 1995; the hydraulic lift and contaminated soil were subsequently removed.

Soil excavation and off-site disposal was performed at the following FTMM-59 locations in 2019:

- A fuel-contaminated area north of former Building 1122 where multiple rounds of soil and groundwater sampling were performed;
- A fuel-contaminated area located beneath the western portion of former Building 1122;
- A chemical storage shed, and a paint booth shed formerly demolished and located outside and near the northwest corner of Building 1122; and
- The location of two former hydraulic lifts that were removed from Bays #9 and #10 during Building 1122 demolition in 2014.

The removal actions were completed by 2019 and confirmatory soil sampling indicated that constituents in soil were remediated to below the state cleanup criteria, Residential Direct Contact Soil Remediation Standards (RDCSRs). Two groundwater monitoring wells (1122MW01 and 1122MW02) were initially installed in 1995 adjacent to and northwest of the former waste oil UST. Three additional wells (1122MW03 through 1122MW05) were added in 2000, and two more wells (1122MW06 and 1122MW07) were installed in 2010 and 2013, respectively. Two new wells (FTMM59-MW-1 and FTMM-59-MW-2) were installed in 2015 as part of the RI data gap investigation to support the RI. A total of nine monitoring wells were used to evaluate M59. Groundwater monitoring indicates that there are no site-related contaminants in groundwater that exceed the applicable NJDEP GWQS; metals exceedances were attributed to naturally occurring site conditions. There are no findings of surface water or sediment impacts associated with FTMM-59. Based on the results of the RI, the Army requested NJDEP's concurrence, that further remedial efforts at FTMM-59 are not needed. The Army also



requested that a No Further Action, Unrestricted Use determination be issued for FTMM-59. The NJDEP issued the NFA in a letter dated June 12, 2020. A Final NFA ROD was signed on July 27, 2023.

#### **4.1.2 PCB Remediation Sites**

There was one PCB remediation site covered by this FOST:

Parcel 82.

A soil investigation was conducted in 2004-2005. Polycyclic Aromatic Hydrocarbons (PAHs) and PCBs were detected in shallow soils at concentrations above the NJDEP Non-Residential Direct Contact Soil Remediation Standards (NRDCSRS) in effect at that time. NRDCSRS were used to support future use of the property as a planned maintenance building. Soil borings were advanced to continue delineation of PAH and PCB contamination to the NRDCSRS. Multiple phases of delineation sampling were performed and all exceedances were horizontally and vertically delineated. Soil excavation and removal were performed in October 2004 to remediate the soils to concentrations less than the NRDCSRS. Approximately 120 cubic yards (CY) of PCB-contaminated soil from one area, and approximately 35 CY of PAH-contaminated soil from multiple locations, were excavated and removed for offsite disposal. A No Further Action (NFA) determination was made by the Army for the 400 Area; however, the NJDEP did not concur and requested that all exceedances above the more stringent Residential Direct Contact Soil Remediation Standard (RDCSRS) be delineated and addressed. In 2018, a soil investigation was performed to delineate PCBs and PAHs to the current RDCSRS. Soil sampling results indicated PCBs were delineated horizontally and vertically and PCB concentrations above RDCSRS remained in place. Sampling results also indicated concentrations of one PAH, benzo(a)pyrene, exceeded the RDCSRS. NJDEP compliance averaging guidance was applied to these data and compliance with NJDEP RDCSRS for the PAH remaining in place was achieved. The Site

Investigation Report was submitted to NJDEP on 29 April 2019 and included: 1) the compliance averaging evaluation; and 2) a statement that additional action was planned to address the PCB exceedances of the NJDEP RDCSRS. On 8 July 2019, NJDEP concurred with the PAH compliance averaging evaluation and requested to be informed of the additional actions planned to address the PCB exceedances. The actions were detailed in the AECOM Remedial Action Work Plan (RAWP) dated 28 October 2019 and concurred with by NJDEP on 30 March 2020. Between June 18 and June 24, 2020, an approximate 9,000 square foot soil excavation area was remediated. The remedial area was excavated to a depth of 1.5 to 2.0 feet below ground surface (bgs). Approximately 669 tons of soil were excavated and disposed off-site. Post-excavation soil samples were collected as needed from the excavation bottom and also the sidewalls at depths corresponding to previous exceedances. Post-excavation analytical results demonstrated compliance with both NJDEP DIGWSSL and/or RDCSRS at all pre- and post-excavation compliance sample locations. No Further Action was again determined by the Army and concurred by NJDEP in a letter dated January 29, 2021. This site is included in an NFA ROD which was signed on July 27, 2023.



## **4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES**

Hazardous substances were released on the property in excess of reportable quantities specified in 40 CFR Part 373. All hazardous substance storage operations have been terminated on the property. Hazardous substances were released in excess of the 40 CFR 373 reportable quantities at the following sites: FTMM-59 (see Section 4.1.1); Parcel 82 (see section 4.1.2). The release of these hazardous substances has been remediated. A summary of the buildings or areas in which hazardous substance activities occurred is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4). The CERCLA 120(h)(3) Notice, Description, and Covenant at Enclosure 4 will be included in the Deed.

## **4.3. PETROLEUM AND PETROLEUM PRODUCTS**

### **4.3.1. UNDERGROUND AND ABOVEGROUND STORAGE TANKS**

#### **Current UST/AST Sites** –

There are no known USTs or ASTs currently existing on the Property.

#### **Former UST/AST Sites** –

Former underground storage tanks USTs were identified on the Property for the following Parcels:

- Parcel 41 (Building 1122): Two former USTs existed in the Area of Building 1122 (UST 1122-171 and UST 1122-199). The summary of the UST status is provided in Enclosure 5, Table 3.
- Parcel 79: One former UST associated with Building 490 (UST 490-58) within Parcel 79. The summary of the UST status is provided in Enclosure 5, Table 3.

There was one former ASTs identified in Parcel 41 associated with Building 1122. The ASTs was used for storage of used oil and was subsequently removed as part of the demolition of Building 1122 in 2014. The status of this ASTs is included in Enclosure 5, Table 3.

## **4.4. POLYCHLORINATED BIPHENYLS**

There is no evidence that PCB-containing equipment is currently located on the Property.

## **4.5. ASBESTOS**

There are two buildings on the Property (Building 200 in Parcel 102A and a portion of Building 123 in Parcel 82). An Asbestos Containing Material (ACM) survey was performed on these buildings in 2016. The 2016 survey indicated Building 200 was constructed in 1958 and



contained friable and non-friable ACM. The 2016 survey also indicated Building 123 was constructed in 1990 and did not contain ACM. The ACM surveys completed by the Army in 2015 and 2016 are consistent with PWTB 420-70-8 INSTALLATION ASBESTOS MANAGEMENT PROGRAM. Additionally, the future owner has undertaken his own ACM survey and is aware of potential ACM hazards. Therefore, it is determined that the property transfer can move forward at FTMM, despite the fact that the most recent “recertification” was not conducted by the Army within the last 24 months. This is due to the fact that Building 200 is scheduled for demolition and will not be occupied prior to demolition and future owner will conduct ACM activities in accordance with applicable federal, state and local requirements prior to demolition. Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because the transferee assumes responsibility for management of any ACM in accordance with applicable federal, state and local requirements. The deed will include an asbestos warning and covenant. See Enclosure 8.

#### **4.6. LEAD-BASED PAINT**

Most facilities and buildings at Fort Monmouth were constructed before the DOD ban on the use of lead-based paint (LBP) in 1978 and are likely to contain one or more coats of such paint. In addition, some facilities constructed immediately after the ban may also contain LBP because inventories of such paints that were in the supply network were likely to have been used up at these facilities.

Building 200 was constructed prior to 1978 and is presumed to contain lead based paint. Building 123 was constructed in 1990 and is assumed to not contain lead based paint. These buildings are not intended to be used for residential purposes. The deed will include a LBP warning and covenant (Enclosure 8).

#### **4.7. RADIOLOGICAL MATERIALS**

There is no evidence that radioactive material or sources were stored or used on the Property.

#### **4.8. RADON**

Radon surveys were conducted in 1991 by the Directorate of Engineering and Housing’s Environmental Office as part of the Army’s Radon Reduction Program. The survey was conducted for all of Fort Monmouth. Radon detectors were deployed in all structures designated as priority one buildings (daycare centers, hospitals, schools and living areas). Radon was not detected above the U.S. Environmental Protection Agency residential action level of 4 picocuries per liter in these buildings.

#### **4.9. MUNITIONS AND EXPLOSIVES OF CONCERN**

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the Property.



The term “MEC” means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 United States Code (U.S.C.) §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., 2,4,6-Trinitrotoluene (TNT), Hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX)), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

#### **4.10. OTHER PROPERTY CONDITIONS**

There are no other hazardous conditions on the Property that present an unacceptable risk to human health and the environment.

#### **5. ADJACENT PROPERTY CONDITIONS**

The Property consists of small areas called carve outs which lie within property that has been determined to present no unacceptable risks to human health and the environment and has already been transferred. An update of the Fort Monmouth electronic database search of environmental records for the Property and surrounding area was performed for the 2016 ECP Update Report and an update of this search was not necessary because conditions on the Property and in the area surrounding the Property have not changed materially. Surrounding land uses include residential and commercial properties. Activities associated with these land uses are not likely to result in a recognized environmental condition in connection with the property. Additionally, potential environmental conditions external to the base are not anticipated to have an impact on these areas due to the relative distance to off-base potential sources.

#### **6. ENVIRONMENTAL REMEDIATION AGREEMENTS**

There are no environmental remediation agreements specifically applicable to the Property. The deed will include a provision reserving the Army’s right to conduct remediation activities if necessary in the future (Enclosure 7).

#### **7. REGULATORY/PUBLIC COORDINATION**

The NJDEP and the public were notified of the initiation of this FOST. This draft FOST is being made available for review and comment for 30 days. The document was placed in the Fort Monmouth Environmental Restoration Public Information Repository (the Administrative Record) at the following location: Monmouth County Library, Eastern Branch, 1001 Route 35, Shrewsbury, NJ 07702, Phone: (732) 683-8980 and is also available at <https://fortmonmouthrecords.com/site-records/> for review and comment.

#### **8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

The environmental impacts associated with the proposed transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the *Final Environmental Assessment of the Implementation of the Base Realignment and Closure at Fort Monmouth, New Jersey, March 2009* and the *Finding*



*of No Significant Impact Environmental Assessment of the Disposal and Reuse of Fort Monmouth, New Jersey, February 2010.* There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment.

## **9. FINDING OF SUITABILITY TO TRANSFER**

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the ECP Category 1 portion of the property, containing approximately 1.801 acres, is transferrable under CERCLA Section 120(h)(4) and the remainder of 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 the CERCLA (120(h)(4) Covenant and Access Provisions, as applicable, and the Other Deed Provisions. Finally, the hazardous substance notification (Enclosure 4, Table 2) shall be included in the deed as required under CERCLA Section 120(h) and DOD FOST guidance.

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Mr. Richard C. Ramsdell  
Chief, BRAC Branch  
U.S. Army Environmental Division  
Installation Services Directorate  
HQDA/ODCS G-9

---

Date



## 9 Enclosures

Encl 1 -- Figures

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Description of Property

Encl 4 -- Table 2 -- Notice of Hazardous Substance Release Storage and Disposal

Encl 5 -- Table 3 -- Notice of Petroleum Products Storage, Release and Disposal

Encl 6 -- CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

Encl 7 -- Environmental Protection Provisions

Encl 8 -- Regulatory/Public Comments and Responses



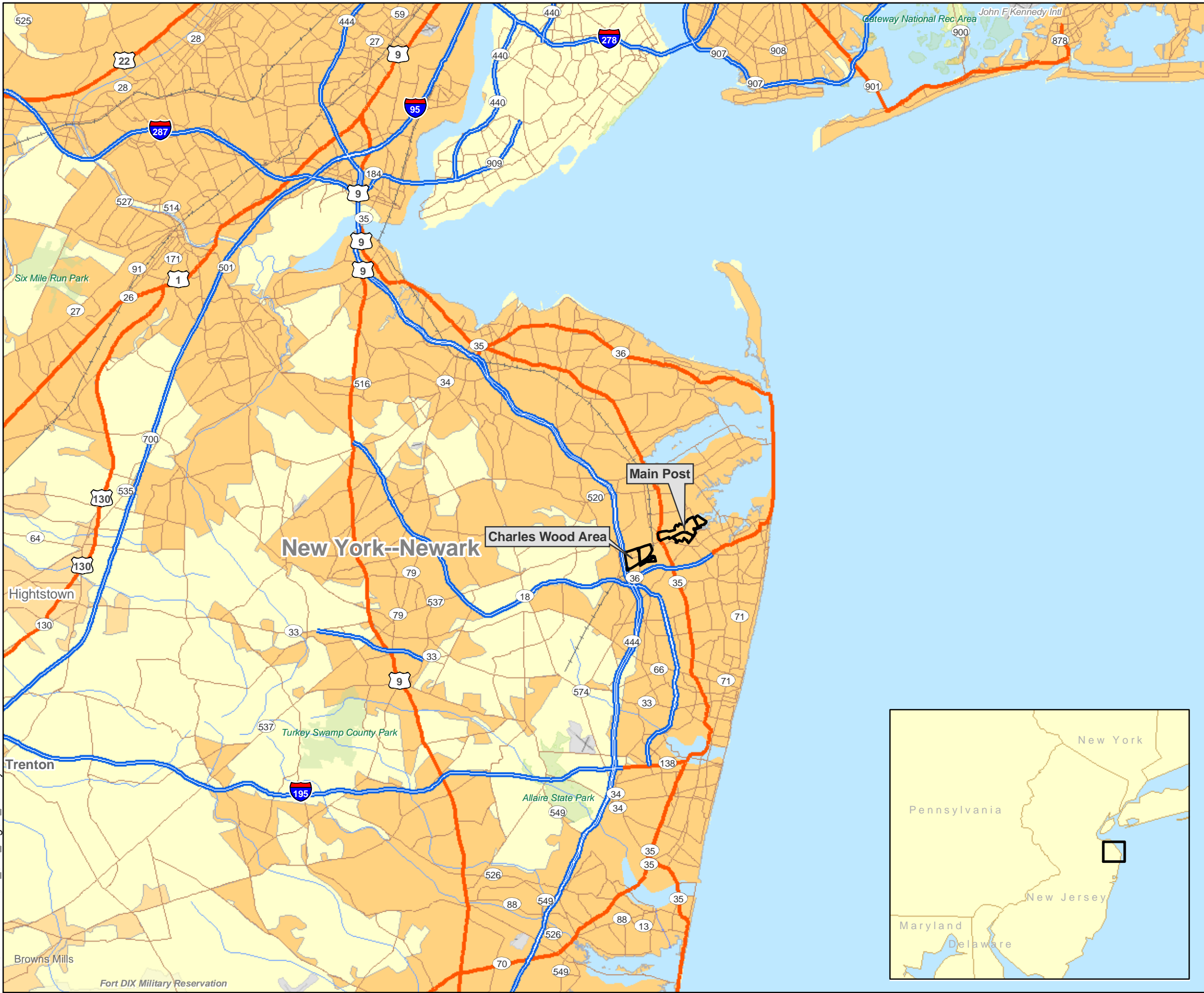
## **ENCLOSURE 1**

### **FIGURES**



Date: 1/25/07

ArcGIS File: FTMON\_018\_Fig01\_Facility.mxd



## LEGEND

 Installation Boundary



Scale:  
0 2 4 8 Miles



Base Realignment and Closure 2005



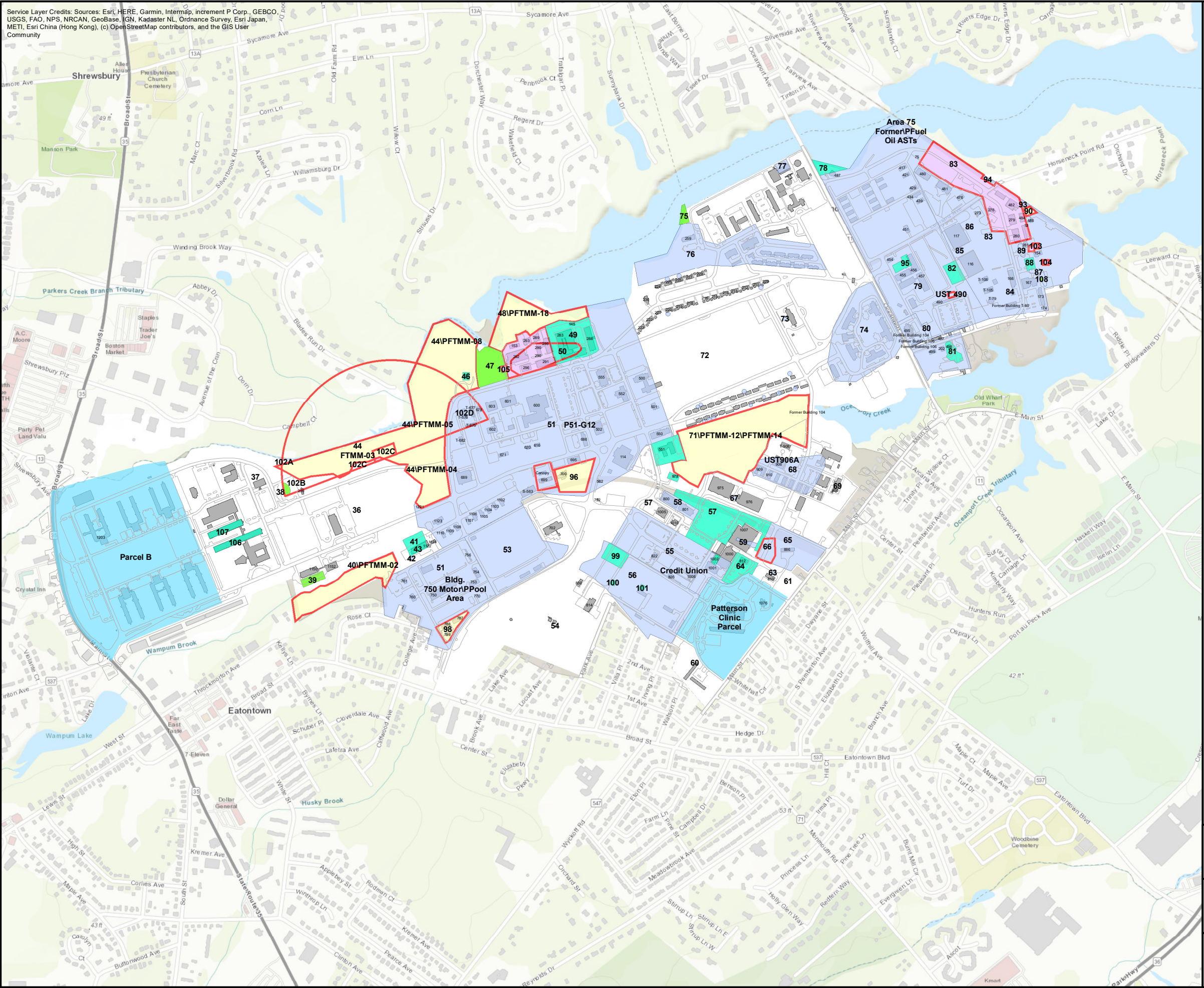
Shaw Environmental, Inc.



**FIGURE 3**  
**FACILITY LOCATION MAP**  
**FORT MONMOUTH**  
**NEW JERSEY**



CITY: NOVI, MI DIV: ENV DB: TRY PIC: PM: TM: TR: PROJECT NUMBER: NAD 1983 StatePlane New Jersey FIPS 2900 Feet  
D:\GIS\Project Files\FortMonmouth\Oceanport\Documents\IECP\_PropertyCategoryMap.mxd PLOTTED: 1/30/2023 5:07:44 PM BY: TYanbrough





## ENCLOSURE 2

### ENVIRONMENTAL DOCUMENTATION

FTMM Report. *Site Investigation Letter Report for Parcel 38 – Former Outdoor Firing Range, Fort Monmouth, New Jersey*, September 12, 2016.

NJDEP Letter. *Area of Concern Parcel 38 – Outdoor Firing Range Monmouth County*, November 16, 2016.

FTMM Report. *Remedial Investigation Report for Site FTMM-59, Fort Monmouth, Oceanport, Monmouth County, New Jersey*, Parsons, March 2020.

FTMM Report. *Remedial Action Completion Report for FTMM-59, Fort Monmouth, Oceanport, Monmouth County, New Jersey*, Parsons, March 2020.

NJDEP Letter. *Unrestricted Use, Remedial Investigation Report FTMM-59, Monmouth County*, June 12, 2020.

FTMM Report. *Site Investigation Report Addendum for Parcel 102 (Former Skeet Range), Fort Monmouth, New Jersey*, October 19, 2017.

FTMM Letter. *Parcels 35 and 102 Carve Out Property Category Determination*, January 25, 2018.

NJDEP Letter. *Carve Out Property Category Determination for Parcels 35 and 102, Fort Monmouth, Oceanport, Monmouth County*, March 23, 2018.

FTMM Report. *Parcel 82, Site Investigation Report, Fort Monmouth, Monmouth County, Oceanport, New Jersey*, April 29, 2019.

FTMM Memorandum. *Action Memorandum for Parcel 82, Fort Monmouth, Oceanport, Monmouth County, New Jersey*, October 1, 2019.

FTMM Letter. *Response to NJDEP Comments on Parcel 82 Site Investigation Report, Fort Monmouth, New Jersey*, June 25, 2020.

FTMM Report. *Soil Remedial Action Report Parcel 82, Fort Monmouth, New Jersey*, December 2020.

NJDEP Letter. *Unrestricted Use, Parcel 82, Fort Monmouth, Oceanport, Monmouth County*, January 29, 2021.

FTMM Report. *UST 490 Site Investigation Report, Fort Monmouth, Monmouth County, Oceanport, NJ*, July 22, 2019.



FTMM Report. *Soil Remedial Action Completion Report UST 490, fort Monmouth, New Jersey*, February 2021.

NJDEP Letter. *Unrestricted Use, UST 490, Monmouth County*, October 14, 2022.

FTMM Record of Decision. *Final Record of Decision No Further Action Sites*, July 27, 2023.



## ENCLOSURE 3

### TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions <sup>1</sup>
Part of Parcel 38	Part of Parcel 38	3	This parcel is part of the former 1940-1955 Small Arms Training Range and is included in the Fort Monmouth Military Munitions Response Program (MMRP). The area has been a maintained grass-covered area for over 40 years. Due to the historic use of this site as a small arms firing range, metals were a concern at this area. A portion of this parcel was transferred with the Group 1 Carve Outs transfer in 2017 (and was covered by a NFA provided by NJDEP dated November 16, 2016). The portion of Parcel 38 included with this ECP overlapped into Parcel 102B which was part of a range fan and was thus not transferred with the initial part of Parcel 38. 102B was further evaluated and determined to require no further action as concurred on by NJDEP on December 12, 2017 (see Parcel 102 B discussion below).
FTMM-59 - Former Buildings 1122 and 1124	Parcels 41 and 43	4	These parcels were investigated under the Fort Monmouth Installation Restoration Program as IRP Site FTMM-59. The parcels encompass the area of former Building 1122 (Do-it-yourself auto repairs) and Building 1124 (Car wash). Building 1122 was a hazardous waste generator and numerous areas of patched asphalt and old concrete pads were noted. An oil/water separator (w/vessel) and floor drains were confirmed to be connected to sanitary system per 1993 floor plans. A removal action was completed in 2019 to remove contaminated soils from various areas within these parcels. The removal action was documented in a Remedial Action Completion Report dated March 2020. An RI was subsequently completed for FTMM-59 in March 2020 that summarized various investigations and removal actions. The NJDEP concurred on a No Further Action for these parcels on June 12, 2020. The Army subsequently included these parcels in a No Further Action Record of Decision (ROD) dated July 27, 2023.
400 Area	Part of Parcel 82	4	This area is adjacent to Building 123, a former hazardous waste storage area and was determined to contain PCB impacted soils. PCB-contaminated soil was excavated to below NJDEP non-residential cleanup criteria and disposed offsite in 2005 as part of the Army's RCI and EUL programs. 2004 – Geophysical survey conducted. SI conducted (17 borings, 45 soil samples). RI conducted (seven rounds of delineation sampling, 70 soil samples). RA conducted (two rounds of excavation and post-excavation sampling). 2005 – RAR requesting NFA submitted. 2007 – NJDEP non-concurred with the NFA and requested a groundwater investigation and deed notification. Additional delineation and a Time Critical Removal Action (TCRA) was performed. Between June 18 and June 24, 2020, an approximate 9,000 square foot soil excavation area was remediated. The remedial area was excavated to a depth of 1.5 to 2.0 feet below ground surface (bgs). Approximately 669 tons of soil were excavated and disposed off-site. Post-excavation soil samples were collected as needed from the excavation bottom and the sidewalls at depths corresponding to previous exceedances. NJDEP concurred on the NFA for this area on January 29, 2021. The Army subsequently included this parcel in a No Further Action Record of Decision (ROD) dated July 27, 2023.



Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions <sup>1</sup>
Parcels 102A and 102B	Parcels 102A and 102B	1	Parcel 102 was established to contain the parts of the former Skeet Range that were not covered by the area of Landfill M3 that was planned for remedial action as part of Parcel 44. The two areas (102A and 102B) to the west of Landfill M3 were previously open areas. These open areas were originally considered Category 1 but were subsequently re-categorized as Category 7 due to the potential for Skeet Range impacts (see ECP Report Update March 2016). The Army subsequently submitted Site Investigation Report Addendum for Parcel 102(Former Skeet Range), Fort Monmouth, New Jersey, 19 October 2017 and requested concurrence with the Army's No Further Action Determination. NJDEP concurred that no additional action is necessary at Parts A and B (letter dated 12 December 2017). The Army subsequently requested NJDEP concurrence on the re-categorization of the property to Category 1 (letter dated 25 January 2018). NJDEP provided concurrence on the recategorization (letter dated 23 March 2018).
UST 490	Parcel 79	2	UST 490 was a single-wall steel, 1,000-gallon heating oil Underground Storage Tank (UST) situated adjacent to the north side of Building 490 in the Main Post Area of Fort Monmouth. The UST was removed in May 1990. Multiple rounds of soil sampling performed from 2005 through 2016 verified the presence of petroleum contaminated soils near the former UST location. Total Petroleum Hydrocarbons (TPH) had been detected in soil at concentrations exceeding the current (June 2019) NJDEP EPH residual product limit of 8,000 mg/kg. Excavation and offsite disposal were selected as the preferred remedy for a triangular "hot-spot" excavation area location approximately 18-foot wide by 30-foot in length and 7-feet in depth. The previous investigations and selected remedy were presented in the UST 490 Site Investigation Report dated July 22, 2019. In March of 2020 impacted soil were excavated and disposed of off-site. The soil remediation was documented in a Soil Remedial Action Completion Report UST490, February 2021. NJDEP concurred on a No Further Action (NFA) for this UST in a letter dated October 17, 2022. The Army subsequently included this parcel in a No Further Action Record of Decision (ROD) dated July 27, 2023.

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.

Category 7: Areas that are not evaluated or require additional evaluation.



## ENCLOSURE 4

**TABLE 2 – NOTIFICATION OF HAZARDOUS SUBSTANCE RELEASE, STORAGE, OR DISPOSAL**

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Former Buildings 1122 and 1124	VOCs and metals in groundwater	Unknown	These parcels were investigated under the Fort Monmouth Installation Restoration Program as IRP Site FTMM-59. The parcels encompass the area of former Building 1122 (Do-it-yourself auto repairs) and Building 1124 (Car wash). Building 1122 was a hazardous waste generator and numerous areas of patched asphalt and old concrete pads were noted. An oil/water separator (w/vessel) and floor drains were confirmed to be connected to sanitary system per 1993 floor plans. A removal action was completed in 2019 to remove contaminated soils from various areas within these parcels. The removal action was documented in a Remedial Action Completion Report dated March 2020. An RI was subsequently completed for FTMM-59 in March 2020 that summarized various investigations and removal actions. The NJDEP concurred on a No Further Action for these parcels on June 12, 2020. The Army subsequently included these parcels in a No Further Action Record of Decision (ROD) dated July 27, 2023.
400 Area (Part of Parcel 82)	PCBs	Unknown	This area is adjacent to Building 123, a former hazardous waste storage area and was determined to contain PCB impacted soils. PCB-contaminated soil was excavated to below NJDEP non-residential cleanup criteria and disposed offsite in 2005 as part of the Army's RCI and EUL programs. 2004 – Geophysical survey conducted. SI conducted (17 borings, 45 soil samples). RI conducted (seven rounds of delineation sampling, 70 soil samples). RA conducted (two rounds of excavation and post-excavation sampling). 2005 – RAR requesting NFA submitted. 2007 – NJDEP disapproved NFA and required a groundwater investigation and deed notification. Additional delineation and a Time Critical Removal Action (TCRA) was performed. Between June 18 and June 24, 2020, an approximate 9,000 square foot soil excavation



Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
			<p>area was remediated. The remedial area was excavated to a depth of 1.5 to 2.0 feet below ground surface (bgs). Approximately 669 tons of soil were excavated and disposed off-site. Post-excavation soil samples were collected as needed from the excavation bottom and the sidewalls at depths corresponding to previous exceedances. NJDEP concurred on the NFA for this area on January 29, 2021. The Army subsequently included this parcel in a No Further Action Record of Decision (ROD) dated July 27, 2023.</p>



## ENCLOSURE 5

**TABLE 3 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL**

<b>TABLE 3 SUMMARY OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL UNDERGROUND STORAGE TANKS</b>			
<b>Building Number</b>	<b>Name of Petroleum Product(s)</b>	<b>Date of Storage, Release, or Disposal</b>	<b>Remedial Actions</b>
<b>Underground Storage Tanks</b>			
Building 1122 (UST-1122-171)	#2 Fuel Oil	Removed 6-21-94.	One 1,500-gallon fuel oil UST (Registration ID No. 81533-171, also known as UST 1122A) located west of Building 1122 was removed in 1994. An Unrestricted Use, NFA determination was subsequently provided by NJDEP for UST 1122A, dated March 1, 2019.
Building 1122 (UST-1122-199)	Waste Oil	Removed 1-6-92.	A steel 550-gallon waste oil UST (Registration ID No. 81533-199, also known as UST 1122B) was removed from outside the northeast corner of Building 1122 in 1992. An Unrestricted Use, No Further Action (NFA) determination was subsequently provided by NJDEP for UST 1122B, dated March 1, 2019.
Building 490	#2 Fuel Oil	Removed 5-25-90	One 1,000-gallon fuel oil UST located north of Building 490. The tank was removed in May of 1990. Subsequent soil and groundwater investigations were performed and a final soil removal action was performed in March of 2020. The NJDEP provided a final NFA on October 14, 2020.
AST Building 1122	Waste Oil	Removed	1,000 gallon double walled above ground storage tank. Removed as part of Building 1122 demolition.







## **ENCLOSURE 6**

### **CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS**

The following CERCLA Covenant and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

#### **For ECP Category 1 Property (Parcels 102A and 102B):**

##### **I. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):**

For the Parcels 102A and 102B of the Property, the Grantor provides the following covenant and retains the following access rights:

##### **A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):**

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

##### **B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):**

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 or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response 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 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, 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 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.

**For ECP Category 2, 3, and 4 Parcels:**

**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 UST 490 (Part of Parcel 79), Parcels 38 (portion), 41, 43, and 82 of the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

**A. Notices 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 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)), 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 \_\_\_\_, 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 \_\_\_\_, 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 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)), the United States warrants that –

- (1) All remedial action necessary to protect human health and the environment with respect to any hazardous substances 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, 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 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.

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 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 a waiver by the Grantee, its successors and assigns, of any remedy available to them under the Federal Tort Claims Act.

## **2. “AS IS” CONDITION OF PROPERTY**

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 Property. The Grantee understands and agrees that the Property is conveyed “AS IS” without any representation, warranty, or guaranty by the Grantor as to the 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, 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 lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. Any 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 Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))” or the “Covenant 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))” or any other statutory obligations.

## **3. INDEMNIFY AND HOLD HARMLESS**

A. To the extent authorized by New Jersey 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 “Indemnify and Hold Harmless” provision shall be construed to modify or negate the Grantor’s obligations under the “Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))” or the “Covenant 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)).” or any other statutory obligations.

#### **4. 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 the Grantor’s activities, use, or ownership of the Property. If the Grantee, or it 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 it successors or assigns shall immediately secure the site and notify the Grantor of the existence of the hazardous substance and the Grantee, or it 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 part of the 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 Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))” or the “Covenant 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)).”



## **5. ENVIRONMENTAL PROTECTION PROVISIONS**

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without including the Environmental Protection Provisions set forth in Exhibit \_\_\_\_, attached hereto and made a part hereof, and shall require the said provisions be included in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.



## ENCLOSURE 7

### ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be placed, in a substantially similar form, in the deed to ensure protection of human health and the environment.

#### 1. LAND USE RESTRICTIONS

The United States Department of the Army 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 Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

A. **Ground Water Restriction.** The Grantee, for itself, its successors and assigns, hereby covenants and agrees not to access or use, or allow access to or use of the ground water underlying the Property for any purpose without the prior written approval of the United States Department of the Army. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the CERCLA. Notwithstanding the foregoing, the following activities and impacts shall be permissible and shall not violate the aforesaid restriction if conducted in compliance with all applicable laws and regulations: (i) dewatering solely because of incidental contact with ground water from construction and/or improvements on the Property; (ii) incidental pumping of ground water associated with preventing moisture from entering a sub-grade structure (i.e., sump pump); and (iii) ground water monitoring wells solely for the purpose of performing environmental sampling and/or monitoring.

B. **Modifying or Terminating the 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 action as would be necessary to allow access to or use of the ground water underlying the Property. Prior to any such use of the ground water restricted under the paragraph above, the Grantee shall consult with and obtain the approval of the Grantor. Upon the Grantee's obtaining the approval of the Grantor, the Grantor agrees to prepare and execute an instrument modifying or terminating, as appropriate, the land use restriction set forth herein. The recordation of any such instrument in the land records of Monmouth County, New Jersey shall be the responsibility of the Property owner and shall be accomplished at no additional cost to the Department of the Army.

C. The Grantee, its successors and assigns shall submit any requests for modification or termination of the restrictions set forth herein to the Grantor, by first class mail, postage prepaid, addressed as follows:

Grantor:

Office of the Assistant Secretary of the Army (Installations & Environment)  
110 Army Pentagon Room 3E464  
Washington, D.C. 20310-0110



With a copy to:

U.S. Army Engineer District, New York  
26 Federal Plaza, Room 2007 (CENAN-RE-M)  
New York, NY 10278

## **2. 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 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 U.S. Environmental Protection Agency have determined that such 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 following building on the Property has been determined to contain friable and non-friable asbestos: 200. The Grantee covenants and agrees to undertake any and all asbestos abatement or remediation in the aforementioned building that may be required under applicable law or regulation at no expense to the Grantor. The Grantor conveys said building 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 the building, and not allow occupancy of the said building prior to demolition or abatement.

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, its successors and assigns, shall be responsible for any remediation or abatement of asbestos found to be necessary on any buildings or structures on the Property, including 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 condition of the Property, including, without limitation, any asbestos or ACM hazards or concerns.



### **3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT LIMITING THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES**

A. 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. 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. The Grantee is hereby informed and does acknowledge that Building 200 located on the Property is known or presumed to contain lead-based paint.

C. The Grantee hereby affirms receipt of the records or reports identified herein and the lead hazard information pamphlet required under 15 U.S.C. § 2686.

D. The Grantee hereby acknowledges that it has conducted or has had the opportunity to conduct the risk assessment or inspection required by 24 C.F.R. § 35.90(a) with regard to the Property. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property with regard to lead-based paint and any lead-based paint hazards.

E. The Grantee covenants and agrees for itself, its successors and assigns that it shall not permit the occupancy or use of any buildings or structures on the Property as a residential dwelling, as defined under 24 C.F.R. § 35.86, without complying with all applicable laws and regulations pertaining to lead-based paint and lead-based paint hazards. Prior to permitting the occupancy of any building or structure on the Property where its use subsequent to the conveyance herein is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement responsibilities under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

### **4. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT**

A. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with



its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

B. The Grantee covenants and agrees for itself, its successors and assigns that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, the Grantee assumes all responsibility and liability therefor.



**ENCLOSURE 8**

**REGULATORY/PUBLIC COMMENTS AND RESPONSES**