DRAFT
FINDING OF SUITABILITY TO LEASE

(FOSL)

Fort Monmouth, New Jersey

Homeless Shelter

December, 2012

FINDING OF SUITABILITY TO LEASE
(FOSL)
Fort Monmouth, New Jersey
Main Post Area – Homeless Shelter

1. PURPOSE

The purpose of this Finding of Suitability to Lease (FOSL) is to document, consistent with Department of Defense (DoD) policy, the environmental suitability for lease of Fort Monmouth (FTMM), Main Post (MP), Buildings 410 and 418 to Fort Monmouth Economic Revitalization Authority (FMERA) for use as a homeless shelter. In addition, the FOSL includes the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment during a lease.

2. BACKGROUND AND PROPERTY DESCRIPTION

This FOSL covers FTMM, Main Post Buildings 410 and 418 and surrounding parking and yard/open space areas on approximately 1.5 acres (see Figure 1, Enclosure 1) ("Property").

The primary mission of FTMM was to provide command, administrative, and logistical support for Headquarters, U.S. Army Communications and Electronics Command (CECOM). CECOM is a major subordinate command of the U.S. Army Material Command (AMC) and is 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, operated as a partnership between the AMC and the Assistant Secretary of the Army for Acquisition, Logistics and Technology on the MP. C4ISR was the primary tenant of the Fort. Much of the Army's research and development of high-tech systems was done at Fort Monmouth. The support provided by the Garrison was used by tenant activities in the performance of research, development, procurement, and production of prototype communications and electronics equipment for use by the U.S. Armed Forces. FTMM is divided into three areas MP, the Charles Woods Area (CWA) and the Evans Area (EA).

FTMM is located in the central-eastern portion of New Jersey in Monmouth County, approximately 45 miles south of New York City, 70 miles northeast of Philadelphia, and 40 miles east of Trenton. The Atlantic Ocean is approximately 3 miles to the east. Fort Monmouth falls within the Boroughs of Eatontown, Oceanport, and Tinton Falls. Buildings 410 and 418 are located in Oceanport Borough.

Buildings 410 and 418 are intended to be leased to FMERA, which will then sublease the buildings to Monmouth County for use as a homeless shelter. This lease would replace the prior use of Buildings 417 and 421 which were previously used for a homeless shelter. Building 417 and 421 were rendered un-usable due to impacts from Hurricane Sandy. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon the:

- U.S. Army BRAC 2005 Environmental Condition of Property Report Fort Monmouth, Monmouth County, New Jersey, Final, 29 January 2007.
- Fort Monmouth Reuse and Redevelopment Plan, Final Plan, 22 August 2008.
- U.S. Army BRAC 2005 Site Investigation Report Fort Monmouth, Final, 21 July 2008.
- Baseline Ecological Evaluation (BEE) Report, June 2012.
- U.S. Army, Environmental Condition of Property Recertification Report, Fort Monmouth, Monmouth County, New Jersey, 11 December 2012.

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) category for the Property is listed as ECP Category 2 based on the U.S. Army BRAC 2005 Environmental Condition of Property Report, Fort Monmouth, Monmouth County New Jersey, Final, January 29, 2007 (Phase 1 ECP Report). Category 2 is defined as "areas where only a release or disposal of petroleum products has occurred". This Category designation was based on all of the environmental conditions associated with ECP Parcel 79, of which the 1.5 acres to be leased is included.

A summary of the ECP categories for specific buildings, parcels, or operable units and the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 3).

4.1 Environmental Remediation Sites

There are no environmental investigation/remediation sites and no evidence of groundwater contamination on the Property.

4.2 Storage, Release, or Disposal of Hazardous Substances

There is no evidence that hazardous substances were stored, released, or disposed of on the Property in excess of the 40 CFR Part 373 reportable quantities.

4.3 Petroleum and Petroleum Products

4.3.1 Underground and Above-Ground Storage Tanks (UST/AST)

Current UST/AST Sites

There are currently no known AST or USTs on the Property.

Former Underground and Above-Ground Storage Tanks

There were four former USTs associated with Buildings 410 and 418 and the surrounding grounds/parking area (UST-410-27, UST-411-28, UST-412-29 and UST-418-34). A listing is provided in Table 2 (Enclosure 4). These tanks were removed and no further action was approved by NJDEP for three of the four tanks and a no further action request was submitted for UST-411-28 but has yet to be received.

4.3.2 Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the Property

4.4 Polychlorinated Biphenyls (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the Property.

4.5 Asbestos

Four phases of asbestos surveys were completed for FTMM. The majority of surveys took place from 1989 to 1992 and from 1997 to 2002. Building 418 was surveyed in 1991 by Roy F. Weston. Asbestos Containing Material (ACM) was found in the building interior on a flex connector in the air handling unit (friable asbestos) and in floor tiles. ACM was also found on the exterior of the building on the stack. Building 410 was not specifically inspected but was designated similar to Building 420. Building 420 did not have any ACM present and, thus, it is assumed that Building 410 also does not contain ACM. ACM information is provided in Enclosure 5.

Any remaining friable asbestos that has not been removed or encapsulated will not present an acceptable risk to human health because the lessee will covenant and agree to undertake any and all asbestos abatement or remediation that may be necessary and comply with all applicable laws and regulations relating to asbestos. The lease will include an asbestos warning and covenant (Enclosure 7).

4.6 Lead-Based Paint (LBP)

Most facilities and buildings at FTMM 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.

DRAFT

Buildings 410 and 418 are presumed to contain LBP, and chipping paint has been observed in both buildings. The lease will include a lead-based paint warning and covenant (Enclosure 7).

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 FTMM. Radon detectors were deployed in all structures designated as priority one buildings (daycare centers, hospitals, schools and living areas). The radon levels measured in all detectors were less than 4 picocuries per liter (pCi/L). Based on the USEPA criteria for radon 4 pCi/L, radon levels at FTMM do not pose a health risk and no further action (NFA) was deemed required for radon.

4.9 Munitions and Explosives of Concern (MEC)

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. A Historic Records Review (HRR) conducted in 2006 did not find any record of range or other activities that would result in MEC or explosives contamination at or around Buildings 410 and 418.

The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 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., TNT, 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

Mold has been discovered in both Building 410 and 418. Building 410 has a small area with mold in the second floor shower area, and on the ceiling above the vent due to a suspected recent roof leak. Building 418 has mold along the vent on the second floor. The lessee will covenant and agree that its use and occupancy of the improvements will be in compliance with applicable laws and regulations relating to mold.

5. ADJACENT PROPERTY CONDITIONS

There are no conditions adjacent to the Property that present an unacceptable risk to human health and the environment

DRAFT

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

The following environmental agreement is applicable to Fort Monmouth generally: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force, and U.S. Defense Logistics Agency, dated August 30, 2000. However, the Voluntary Cleanup Agreement does not require any remedial action on the Property. The lease will include a provision reserving the Army's right to conduct remediation activities under the Voluntary Cleanup Agreement if necessary in the future (Enclosure 7).

7. REGULATORY/PUBLIC COORDINATION

The NJDEP and the public were notified of the initiation of this FOSL. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosure 8.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the lease 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. The use covered by the temporary leasing of the Homeless Shelter is consistent with its current use and has been evaluated in the EA. The EA concluded that the proposed action would have no significant adverse direct, indirect or cumulative effects on the quality of the natural or human environment. There were no encumbrances or condition identified in the NEPA analysis as necessary to protect human health or the environmental.

9. FINDING OF SUITABILITY TO LEASE

Based on the above information, I conclude that the Property is suitable for lease for the intended use as a temporary housing to support the Homeless Shelter contemplated for the lease is consistent with the protection of human health and the environment, and there are adequate assurances that the United States will take any additional remedial action found to be necessary that has not been taken on the date of the lease. In addition, all Department of Defense requirements to reach a finding of suitability to lease have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions, which shall be included in the lease for the Property. The lease will also include Access Provisions, enabling access in the event of a latent discovery of contamination cause by prior Department of Defense operations, and Other Lease Provisions.

_____ _____

Mr. James E. Briggs Date
Acting Chief, Consolidated Branch
BRAC Division

DRAFT

DRAFT

8 Enclosures

Encl 1 -- Site Map of Property
Encl 2 -- Environmental Documentation
Encl 3 -- Table 1 -- Description of Property
Encl 4 -- Table 2 -- Notification of Petroleum Product Storage, Release, or Disposal
Encl 5 – Results Asbestos Survey at Building 410 and 418
Encl 6 – Access Provisions and Other Lease Provisions
Encl 7 – Environmental Protection Provisions
Encl 8 – Regulatory/Public Involvement

DRAFT

ENCLOSURE 1

Site Map of Property

DRAFT

00400
00487
Hazen Drive
Apex Avenue
00414
Oceanport Avenue
Frazer Avenue
00413
00420
1.5 AC
00419
Selfridge Avenue
00410
00423
00428
00418
00427
Fisher Avenue
00422
00426

ENCLOSURE 2

Environmental Documentation
(Note: The following documents are the complete list of document that were used for the ECP report and not all of the documents may apply to this FOSL)

1. ADS Environmental. 1996. Fort Monmouth Lead Hazard Assessment Project Summary. Prepared for Fort Monmouth DPW. July 16.
2. Cabrera Services, Inc. 2006. Draft Historical Site Assessment. September.
3. CECOM Safety. 1995-2004. RCC, Minutes of Radiological Control Committee Meetings.
4. DeBellis & Semmens. 1995. Charles Wood Area, Fort Monmouth, NJ Delineation of Wetlands, Prepared for DPW, Fort Monmouth, NJ.
5. Department of the Army, Office of the Surgeon General. 1972. Occupational Health Survey No. 32-088-72, Fort Monmouth, NJ. May 22-25.
6. EDAW, Inc. 2008. *Fort Monmouth Reuse and Redevelopment Plan, Final Plan*. 22 August.
7. Environmental Data Resources (EDR). 2006a. Data Map Area Study, Fort Monmouth – Main Post, Fort Monmouth, NJ 07703. Inquiry Number 01734501.1r. August 15.
8. EDR. 2006b. Data Map Area Study, Fort Monmouth, NJ 07703, Inquiry Number 01734506.1r. August 15.
9. Environmental Health Engineering Service. 1974. U.S. Army Medical Laboratory. Solid Waste Survey No. 26-A05-74, Fort Monmouth, New Jersey. March 11-13.
10. Environmental Research, Inc. 1993. Aerial Photographic Site Analysis, Evans Area, Charles Wood Area, Fort Monmouth, NJ. December.
11. EPR. 2004. Fort Monmouth Chas Wood Fall 04 EPR Projects.pdf.
12. Fallon, Joe, Environmental Protection Specialist. 1991. Fort Monmouth DPW, Army Radon Reduction Program.
13. Federal Emergency Management Agency (FEMA). 1977. Flood Insurance Rate Maps, Community Panel 2403200001A.
14. FEMA. 1981. Flood Insurance Rate Maps, Community Panel 340293001B.
15. First U.S. Army Medical Laboratory. 1970. Analysis of Dust Samples for Asbestos, Document Control No. 05-296. Results cover letter. March.
16. First U.S. Army Medical Laboratory. 1971. Report of Liaison Visit. September 29.
17. Fort Monmouth. No Date. Indoor Air Quality Management Plan, Fort Monmouth, NJ.
18. Fort Monmouth. 2001. Installation Pest Management Plan for Headquarters U.S. Army Garrison, Fort Monmouth, NJ 07793. 2001 to 2006.

DRAFT

19. Fort Monmouth. 2005. Spill Prevention Control and Countermeasures Plan (SPCCP) and Installation Spill Contingency Plan (ISCP). Revision Date February 2005.

20. Fort Monmouth. 2006a. Stormwater Pollution Prevention Plan (SPPP) Public Complex Permit (R-11), Main Post and Charles Wood Areas. March.

21. Fort Monmouth. 2006b. FY06 Base Realignment and Closure Installation Action Plan, working files obtained from U.S. Army Environmental Command. April 28, 2006.

22. Fort Monmouth. 2006c. Spill Prevention Control and Countermeasures Plan (SPCCP) and Installation Spill Contingency Plan (ISCP). Revision Date September.

23. Fort Monmouth. 2006d. Stormwater Pollution Prevention Plan (SPPP) Public Complex Permit, Main Post and Charles Wood Areas. September.

24. Fort Monmouth. 2006e. U.S. Army Fort Monmouth Hazardous Waste, Universal Waste, Exempt Waste, Exempt Material, and Non-Hazardous Waste Satellite Accumulation Sites, Prepared by Joe Fallon, 7/28/92; last revision 11/06 by Harold Hornung.

25. Fort Monmouth Department of Public Works (DPW). 1999. Chemical Inventory.

26. Fort Monmouth DPW. 2003. Files provided by DPW: 03-03 Asbestos Database.mdb. March.

27. Fort Monmouth DPW. 2005. Cover Letter for Lead-Based Paint Risk Assessment Summaries. June 30.

28. Fort Monmouth DPW. 2006a. Files provided by DPW: USTs and ASTs from Joe Fallon 7-19-06.pdf.

29. Fort Monmouth DPW. 2006b. Master Planning, Facilities Reduction Program Database. December.

30. Guernsey. 1998. Procurement Sensitive Privatization Study, Potable Water Utility System, Wastewater Utility System, April.

31. Harland Bartholomew & Associates, Inc. 1984. Analysis of Existing Facilities and Environmental Assessment Report, Fort Monmouth, NJ. March.

32. Harland Bartholomew & Associates, Inc. 1987a. Fort Monmouth Mobilization Master Plan of Installation Facilities. May.

33. Harland Bartholomew & Associates, Inc. 1987b. Analytical/Environmental Assessment Report on Plans for Future Development, Fort Monmouth, NJ. May.

34. John Milner Associates, Inc. 2003. Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.

35. Kozlowski, Melissa. 2004. Fort Monmouth: Landmarks and Place Names, DCSOPS, Fort Monmouth, NJ. Summer.

36. Main Post Sanitary and Storm, Map M, Sheet 13 of 25. January 8, 1999.

37. Malcolm Pirnie, Inc. 2003. Final Closed, Transferring, Transferred Range/Site Inventory Report for Fort Monmouth, NJ.

38. Malcolm Pirnie, Inc. 2006. Final Historical Records Review Fort Monmouth, Fort Monmouth, NJ.

DRAFT

39. New Jersey Department of Environmental Protection (NJDEP). Water Compliance and Enforcement Element. 2006. Fort Monmouth Compliance Evaluation Report. March 22.

40. NJDEP, Bureau of Water Allocation. Program Interest ID: 2486P, Activity No.: WAP960001.

41. Parsons Engineering, Inc. 2003. Final Fort Monmouth Pollution Prevention Plan. June.

42. Rudolph, Rober J., Chief. 1994. Water Quality Engineering Memo. July 19.

43. Shaw Environmental, Inc. (Shaw). 2007. *U.S. Army BRAC 2005 Environmental Condition of Property Report Fort Monmouth, Monmouth County, New Jersey, Final*, 29 January.

44. Shaw. 2008. *U.S. Army BRAC 2005 Site Investigation Report Fort Monmouth, Final*. 21 July.

45. Shaw. 2011. Draft Fort Monmouth Main Post and Charles Wood Area Baseline Ecological Evaluation Report. May.

46. Tetra Tech EM, Inc. 2005. Final Remedial Action Report for the 800,700, and 400 Areas. October.

47. U.S. Army, Environmental Condition of Property Recertification Report, Fort Monmouth, Monmouth County, New Jersey, 11 December 2012.

48. U.S. Army Center for Health Promotion and Preventive Medicine (USACHPPM). 1995. Radiation Protection Survey No. 28-83-2490-95. U.S. Army Medical Department Activity/Dental Activity, Fort Monmouth, NJ. October 25-November 3.

49. USACHPPM. 1996. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-96, Fort Monmouth, NJ.

50. USACHPPM. 1998. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-98, Fort Monmouth, NJ. September 1-3.

51. USACHPPM. 1999. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-99, Fort Monmouth, NJ. July 19-23.

52. USACHPPM. 2002. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-02, Fort Monmouth, NJ. July 24-26.

53. U.S. Army Communications-Electronics Life Cycle Management Command, Office of the Deputy Chief of Staff for Operations and Plans. 2005. "A Concise History of the U.S. Army Communications-Electronics Life Cycle Management Command and Fort Monmouth, New Jersey." Fort Monmouth, NJ. July.

54. U.S. Army Corps of Engineers, Mobile District. 2006. Draft Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.

55. U.S. Army Electronics Command, Fort Monmouth, NJ. 1968. Analysis of Existing Facilities. December 16.

56. U.S. Army Electronics Command. 1976. Installation Environmental Impact Assessment, Fort Monmouth, NJ, DRSEL-PL-ST. March.

DRAFT

57. U.S. Army Corps of Engineers (USACE) Mobile District. 1999. Final Integrated Natural Resources Management Plan, Fort Monmouth, NJ.

58. U.S. Army Environmental Database. 2006. Environmental Quality Report. July.

59. U.S. Army Environmental Health Laboratory. 1952. Industrial Hygiene Survey No. 1033 S083-52-2, Fort Monmouth Signal Laboratories, Fort Monmouth, NJ. April 7-11.

60. U.S. Army Environmental Health Laboratory. 1954a. Industrial Hygiene Survey No. 1559 S181-53-3, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. January 4-8.

61. U.S. Army Environmental Health Laboratory. 1954b. Report of Survey No. 1825 R158-54-4, Fort Monmouth, NJ. August 10.

62. U.S. Army Environmental Health Laboratory. 1955. Industrial Hygiene Survey No. 2019 S039-55-5, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. March 28-April 1.

63. U.S. Army Environmental Health Laboratory. 1956. Special Study No. 2245 S002-56-6, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. February 28-April 6.

64. U.S. Army Environmental Health Laboratory. 1958a. Report of Special Study No. 3107 D001-58-59, Ventilation of Reproduction Facilities, U.S. Army Signal Center, Fort Monmouth, NJ. June 19.

65. U.S. Army Environmental Health Laboratory. 1958b. Industrial Hygiene Survey No. 3188 S014-58-9, U.S. Army Signal Corps Center, Fort Monmouth, NJ. December 8-15.

66. U.S. Army Environmental Hygiene Agency (USAEHA). 1957. Industrial Hygiene Survey NO. 2578 S023-57-7, The Signal Corps Center and Fort Monmouth, Fort Monmouth, NJ. April 8-12.

67. USAEHA. 1958. U.S. Army Environmental Health Laboratory, Report of Radiological Hygiene Survey No. 2980 R184-58-8, Ionizing Radiation Facilities, Fort Monmouth, New Jersey. March 17.

68. USAEHA. 1971a. Preliminary Air Pollution Engineering Survey No. 21-021-71. Fort Monmouth, NJ. January 14-15.

69. USAEHA. 1971b. Industrial Hygiene Survey No. 23-002-70, 47 Industrial Operations, Fort Monmouth, NJ. September 22 – October 2.

70. USAEHA. 1972. Radiation Protection Survey No. 43-055-72-73, Fort Monmouth, NJ. May 19-26.

71. USAEHA. 1973. Industrial Hygiene Survey No. 35-050-73-74, Fort Monmouth, NJ. July 9-27.

72. USAEHA. 1974. Water Quality Monitoring Consultation No. 32-24-047-74, Fort Monmouth, NJ. March 25-28.

73. USAEHA. 1976a. Installation Pest Control Program Survey No. 61-523-76, Fort Monmouth, NJ. January 5-8.

DRAFT

74. USAEHA. 1976b. Water Quality Engineering Special Study No. 24-016-75-76, Sanitary and Industrial Wastewater, Fort Monmouth, New Jersey. September 23-October 9, 1974; April 15-17, 1975; June 10-12, 1975.

75. USAEHA. 1976c. Industrial Hygiene Survey No. 35-0001-78, Fort Monmouth, NJ. October 17 – November 5.

76. USAEHA. 1977. Memorandum for Record, Request for AEHA Services for Fort Monmouth IEIA (Water Quality Aspects). July 14.

77. USAEHA. 1977b. Potable/Recreational Water Quality Survey No. 61-0155078, Fort Monmouth, NJ. October 31-November 4.

78. USAEHA. 1978a. Water Quality Engineering Special Study No. 32-24-0135-79, Industrial Waste, Fort Monmouth, NJ. July 25 – August 4.

79. USAEHA. 1978b. Medical Systems Safety and Health Survey No. 56-35-9024-79, U.S. Army Medical Department Activity and U.S. Army Dental Activity, Fort Monmouth, New Jersey, August 21-25.

80. USAEHA. 1978c. Hearing Conservation Survey No. 51-34-0102-79, Fort Monmouth, NJ. August 28 – September 1.

81. USAEHA. 1979. Installation Pest Management Program Review No. 16-61-0528-79, Fort Monmouth, NJ. March 27-30.

82. USAEHA. 1981. Hazardous Waste Management Survey No. 37-26-0137-81, Fort Monmouth, NJ. January 26-30.

83. USAEHA. 1982. Installation Pest Management Consultation No. 17-44-0622-91, Pesticide Residue in Soil and Air Samples from a Pesticide Storage Site, Fort Monmouth, NJ. July.

84. USAEHA. 1983. Radiation Protection Survey No. 28-43-0705-83, MEDDAC/DENTAC, Fort Monmouth, New Jersey. March 14-16.

85. USAEHA. 1983. Hearing Conservation Survey No. 51-34-0075-83, Fort Monmouth, NJ. June 20-23.

86. USAEHA. 1984a. Industrial Hygiene Contract Visit No. 55-35-0569-84, Fort Monmouth, NJ. April 2-4.

87. USAEHA. 1984b. Pesticide Monitoring Study No. 17-44-0996-85, Evaluation of Additional Soil Samples from the Olongano Lane for Possible Chlordane Contamination, Fort Monmouth, NJ. January 11

88. USAEHA. 1984c. Medical Systems Safety and Health Comprehensive Survey No. 56-35-9024-85, Patterson U.S. Army Community Hospital and U.S. Army Dental Activity, Fort Monmouth, New Jersey. July 9-13.

89. USAEHA. 1985. Pesticide Monitoring Study No. 17-44-0996-85, Evaluation of Additional Soil Samples from Olongano Lane for Possible Chlordane Contamination, Fort Monmouth, NJ. January 11.

90. USAEHA. 1988. Industrial Hygiene Study No. 55-61-0254-88, Wave Soldering, Fort Monmouth, NJ. April 25-28.

DRAFT

91. USAEHA. 1990a. Pest Management Survey No. 16-61-0523-90, Fort Monmouth, NJ. January 8-12.

92. USAEHA. 1990b. Pesticide Monitoring Consultation No. 17-44-0622-91, Pesticide Residue in Soil and Air Samples from a Pesticide Storage Site, Fort Monmouth, NJ. July.

93. USAEHA. 1991. Industrial Hygiene Study No. 55-61-0268-91, Selected Industrial Operations, Camp Evans And Albert E. Myer Center, Fort Monmouth, NJ. August 12-15.

94. USAEHA. 1993. Air Pollution Emission Statement No. 43-21-N1W1-99, USAG Fort Monmouth. 17-21 May.

95. USAEHA. 1995. Medical Treatment Facility Pollution Prevention Opportunity Assessment No. 37-NE-2752-95, Fort Monmouth Medical and Dental Activities, Fort Monmouth, NJ. June 19-29.

96. USAEHA Archives. 1944. Control Document 03882, Toxicity of Phenyl Mercurial Salts. September.

97. USAEHA Archives. 1981. AEHA Air Pollution Status and Evaluation Survey No. 44-21-0237-82. 28-30 July.

98. U.S. Army Industrial Hygiene Laboratory. 1950. Industrial Hygiene Survey No. 0481 S094-50-0, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. June 29-July 7.

99. U.S. Army Medical Laboratory. 1975. Installation Pest Management Review No. 44-M11-75, Fort Monmouth, NJ. September 17.

100. U.S. Army Toxic and Hazardous Materials Agency. 1980. Installation Assessment of Fort Monmouth, Report No. 171. May.

101. U.S. Environmental Protection Agency (USEPA). 1995. Installation Assessment Relook Program, Working Document, Fort Monmouth Complex, Long Branch, NJ. September.

102. USEPA. 2000. Correspondence to Mr. James Ott, Director of Public Works, U.S. Army, Fort Monmouth. November 3.

103. USEPA. 2002. Correspondence to Mr. James Ott, Director of Public Works, U.S. Army, Fort Monmouth. November 8.

104. Versar, Inc. 1998. Wetland Delineations, Main Post and Charles Wood Area of Fort Monmouth, Monmouth, NJ. Prepared for U.S. Army Garrison Fort Monmouth, Columbia, MD. December.

105. Versar, Inc. 1999. Draft Environmental Assessment Relating to Construction of a New FAFCU Credit Union Facility at Fort Monmouth, Monmouth County NJ.

106. Versar, Inc. 2000. *Lead-Based Paint Risk Assessment Report for Selected Units at the Charles Wood Area*, Prepared for U.S. Army DPW, Fort Monmouth, NJ. September.

107. Versar, Inc. 2004a. *Final Remedial Action Report CW-7 PCB Site*. 3 August.

DRAFT

108. Versar, Inc. 2004b. *Final Remedial Investigation Report, Site 2567*, Prepared for U.S. Army Garrison, Fort Monmouth, Horsham, PA. August.

109. Versar, Inc. 2005. *Final Remedial Investigation Report CW-6 Former Pesticide Storage Building*. January 14.

110. Weston (Roy F. Weston, Inc.). 1993. *Investigation of Suspected Waste Sites at Fort Monmouth, New Jersey*.

111. Weston (Roy F. Weston, Inc.). 1995. *Site Investigation Report – Main Post and Charles Wood Areas, Fort Monmouth, New Jersey*. December.

DRAFT

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Buildings 410 and 418	79(2)HS/PS/PR	2	None

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 a 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 taken place.

Category 6: Areas where a release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

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

DRAFT

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 410 (UST-410-27)	No. 2 Fuel Oil	UST removed 5/14/1997	None – NFA provided by NJDEP on 7/10/1998
Former Building 411 (UST-411-28)	No. 2 Fuel Oil	UST removed 7/21/1994	None – NFA requested on 2/26/1996 – no final approval by NJDEP
Former Building 412 (UST-412-29)	No. 2 Fuel Oil	UST removed 1/7/1997	None – NFA provided by NJDEP on 8/29/2000
Building 418	No. 2 Fuel Oil	UST removed 2/11/1997	None – NFA provided by NJDEP on 7/10/1998

DRAFT

ENCLOSURE 5

ASBESTOS CONTAINING MATERIAL
RESULTS FROM WESTON ACM SURVEY 1991

DRAFT

Sample Summary by Building for Positive Results

Building Number 418

Floor First

SampleID *V418-01*

Asbestos Product	Location of Sample	Percent Asbestos	Category of Asbestos	Condition	Amount	Unit	GraphicID	Sample Date
Transite Stack	Exterior Stack	60%	Category 2 Nonfriable ACM	Good	150	Surface Area	F418-2	8/17/1998

SampleID *v418-10*

Asbestos Product	Location of Sample	Percent Asbestos	Category of Asbestos	Condition	Amount	Unit	GraphicID	Sample Date
Flex Connector	Air handling unit flex connector	10%	RACM	Good	15	Surface Area	F418-2	11/10/1999

SampleID *V418-11*

Asbestos Product	Location of Sample	Percent Asbestos	Category of Asbestos	Condition	Amount	Unit	GraphicID	Sample Date
Floor Tile	9" x 9" Floor tiles beneath tiles and carpeting	10%	Category 1 Nonfriable ACM	Good	2000	Surface Area	F418-2	11/10/1999

Summary of Negative Samples By Building

BuildingNumber 418

SampleID *0418-001*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Mechanical Room, Wallboard	Two additional samples were taken of the wallboard. The two samples were negative for asbestos content (0418-002, 0418-003). No other suspect asbestos containing materials are present in the mechanical room.	12/9/1997

SampleID *0418-002*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Mechanical Room, Wallboard	Two additional samples (0418-001, 0481-003) taken of the wallboard were negative. No other suspect ACM are present in the mechanical room.	12/9/1997

SampleID *0418-003*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Mechanical Room, Wallboard	Two additional samples were taken of the wallboard. The two samples were negative for asbestos content (0418-001, 0418-002). No other suspect asbestos containing materials are present in the mechanical room.No other suspect asbestos materials are present in the mechanical room	12/9/1997

SampleID *418-11*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	12" x 12" Floor Tile, beige with tan	9" x 9" Floor Tile are present beneath these 12" x 12" floor tiles	11/10/1999

SampleID *418-12*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	12" X 12" Floor Tile, dark tan located in the Ladies room	Floor Tile is in the Ladies room	11/10/1999

SampleID *418-13*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	1' x 1' Ceiling Tiles with holes located throughout the first floor	Ceiling Tile is located throughout the first floor	11/10/1999

SampleID *418-14*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	2' x 2' Ceiling Tile, white, second floor	2' x 2' white ceiling tile located throughout the second floor	11/10/1999

SampleID *418-15*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Ceiling Board located near building entrance	Ceiling Board is located near building entrance and is above ceiling tile	11/10/1999

Summary of Negative Samples By Building

BuildingNumber 420

SampleID *0420-001*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Mechanical Room, Wallboard	Two other samples of this material were collected; both 0420-002 and 0420-003 were negative. No other suspect asbestos materials are present in the mechanical room.	12/9/1997

SampleID *0420-002*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Mechanical Room, Wallboard	Two other samples of this material were collected; both 0420-001 and 0420-003 were negative. No other suspect asbestos materials are present in the mechanical room.	12/9/1997

SampleID *0420-003*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Mechanical Room, Wallboard	Two other samples of this material were collected; both 0420-001 and 0420-002 were negative. No other suspect asbestos materials are present in the mechanical room.	12/9/1997

SampleID *420-11*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Floor tile general area		12/3/1999

SampleID *420-12*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Wall board general area		12/3/1999

SampleID *420-13*

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	Ceiling board in general area		12/3/1999

ENCLOSURE 6

ACCESS PROVISIONS AND OTHER LEASE PROVISIONS

The following Access and Other Deed Provisions will be placed in the lease 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.

1. RIGHT OF ACCESS

A. The United States retains and reserves a perpetual and assignable right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such 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 right of access shall be binding on the Lessee and its successors and assigns and shall run with the land.

B. In exercising such right of access, the United States shall provide the Lessee 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, but without significant additional costs to the United States, to avoid and to minimize interference with the Lessee's and the Lessee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such 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 Lessee nor its successors and assigns, for the exercise of the right of access hereby retained and reserved by the United States.

C. In exercising such right of access, neither the Lessee 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 Lessee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the Lessee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Lessor on the Property.

DRAFT

2. "AS IS"

A. The Lessee 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 Lessee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guarantee by the Army as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Lessee, 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 Lessee 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 lead-based paint, or other conditions on the Property. The failure of the Lessee to inspect, or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the Army's obligation under CERCLA or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by New Jersey law, the Lessee, its successors and assigns, covenant and agree to indemnify and hold harmless the Army, its officers, agents, and employees from: (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the Notices, Use Restrictions, and Restrictive Covenants in this Lease by the Lessee, its successors and assigns; and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of lease**.**

B. The Lessee, its successors and assigns, covenant and agree that the Army shall not be responsible for any costs associated with modification or termination of the Notices, Use Restrictions, and Restrictive Covenants in this Lease, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Army's obligation under CERCLA or any other statutory obligations.

DRAFT

ENCLOSURE 7

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be placed, in a substantially similar form, in the lease to ensure that there will be no unacceptable risk to human health and the environment and to preclude any interference with ongoing or completed remediation activities at Fort Monmouth.

1. USE OF THE PROPERTY

The sole purpose, for which premises and improvements thereon may be used, absent written approval from the government for any other use, is for use as a homeless shelter.

2. SUBSEQUENT TRANSFERS

The Lessee may sublease the Leased Premises, so long as the Lessee remains primarily liable for performance of all the obligations of Lessee hereunder. The Lessee shall neither transfer nor assign this lease or any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without the prior written notice to the Army. Every lease or sublease shall contain the environmental protection provisions contained herein and within Paragraphs ___ of this Lease.

3. REGULATORY OR ENVIRONMENTAL PERMITS

The Lessee shall be solely responsible for obtaining at its own cost and expense any regulatory or environmental permits required for their operation under the lease, independent of any existing Fort Monmouth permits. The Lessee shall also be required to obtain its own EPA Identification Number if applicable.

4. LESSEE COMPLIANCE

The Lessee shall comply with all lawful statutes, regulations, permits, or orders affecting the activity hereby authorized when such are issued by the Environmental Protection Agency; the New Jersey Department of Environmental Protection (NJDEP); or any other Federal, State, interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased premises by the Lessee or any sub-lessee is prohibited.

5. INTERERENCE WITH ON-GOING RESTORATION

The Lessee shall not disrupt, inflict damage, obstruct, or impede on-going environmental restoration work on the leased premises or anywhere else on Fort Monmouth. To the extent authorized by New Jersey State law, the Lessee shall indemnify the Army for any costs incurred as a result of Lessee's breach of this provision. Additionally, should any activities of the Lessee

DRAFT

or Sub-lessee cause additional or contribute to any existing contamination on the leased premises or anywhere else on Fort Monmouth, the Lessee and/or Sub-lessee shall be jointly and severally liable for such additional contamination.

6. LESSOR ACCESS CLAUSE

The Army's rights under a lease specifically include the right for Army officials to inspect, upon reasonable notice, the leased premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Army is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Army normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the leased premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim against the United States or any officer, agent, employee, or contractor thereof on account of any entries, except as may be authorized under the Federal Tort Claims Act or other applicable law.

7. ENVIRONMENTAL REMEDATION AGREEMENT

Fort Monmouth is subject to the following environmental remediation agreement: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force, and U.S. Defense Logistics Agency, dated August 30, 2000.

8. LESSEE COMPLIANCE DURING RESPONSE OR CORRECTIVE ACTION

The Lessee will agree to comply with the provisions of the appropriate health or safety plan in effect during the course of any of the above-described actions. Any inspection, survey, investigation, or other corrective or response action will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees. The Lessee or sub-lessees shall have no claim, on account of such entries, against the United States or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee and any sub-lessees shall comply with all the applicable Federal, State and Local Occupational Safety & Health Regulations.

9. ENVIRONMENTAL COMPLIANCE PLANS

The Lessee, either directly or through their sub-lessee, shall submit to the Army, and maintain thereafter, an Environmental Compliance Plan which describes, in detail, the program for environmental management and method of compliance, by the user of any portion of the leased premises, whether Lessee, with all Army, Federal, State, and local laws and regulations for the use, management, generation, storage, treatment, and disposal of all hazardous waste, hazardous materials, and hazardous substances. Each Environmental Compliance Plan for a portion of the leased premises, or request for waiver of the requirement for a plan due to the non-hazardous nature of the proposed use, must be submitted and approved in writing by Fort

Monmouth prior to occupancy of the intended portion of the leased premises. Thereafter, each such Environmental Compliance Plan shall be incorporated in the lease, and shall be included as an exhibit in the relevant sublease(s). The Lessee will be responsible for the overall compliance of its operations. The Lessee will be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. No liability or responsibility shall attach to Fort Monmouth or the Army as a result of the Army's review and approval of the Environmental Compliance Plan under this paragraph.

The Lessee further agrees that in the event of any assignment or sublease of the leased premises, it shall provide to the NJDEP a copy of the agreement or sublease of the leased premises, by certified mail, within 14 days after the effective date of such transaction. The Lessee shall delete the financial terms and any other proprietary information from the copy of any agreement of assignment or sublease furnished pursuant to this condition.

10. LAND USE RESTRICTIONS

A. 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 Lessee shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

1) **Groundwater Restriction.** The Lessee shall not access or use groundwater underlying the Property for potable uses without the prior written approval of United States Department of the Army and the NJDEP. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

2) **Excavation and Development Restriction.** The Lessee shall not conduct or permit others to conduct any excavation activities (i.e. digging, drilling, or any other excavation or disturbance of the land surface or subsurface) at the leased premises without prior written approval of the Army and NJDEP.

B. **Modifying Restrictions.** Nothing contained herein shall preclude the Lessee from undertaking, in accordance with applicable laws and regulations and without any cost to the Army, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Lessee shall consult with and obtain the approval of the Army, and, as appropriate, the State or Federal regulators, or the local authorities in accordance with this Environmental Protection Provisions. Upon the Lessee's obtaining the approval of the Army and, as appropriate, State or Federal regulators, or local authorities, the Army agrees to revise the lease.

DRAFT

C. **Submissions.** The Lessee shall submit any requests for modifications to the above restrictions to the Army and NJDEP by first class mail, postage prepaid, addressed as follows:

a. Lessor: James Briggs
Program manager, ACSIM DIAM-ODB
NC3/Taylor Building/Room 5138F
2530 Crystal Drive
Arlington, VA 22201

b. NJDEP: State of New Jersey
Department of Environmental Protection
Bureau of Case Management 401 East State Street
P.O. Box 420
Mail Code 401-05F
Trenton, NJ 08625-0028

11. HAZARDOUS WASTE MANAGEMENT

The Lessee will not store or dispose of hazardous materials on the leased premises unless authorized under 10 U.S.C. §2692. The Lessee shall strictly comply with hazardous waste management requirements under RCRA and New Jersey hazardous waste management rules, including proper hazardous waste characterization, labeling, storage, disposal, and documentation requirements. Except as specifically authorized by the Army in writing, the Lessee must provide, at its own expense, such hazardous waste management facilities, as needed to maintain compliance with all laws and regulations. Army hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements in this condition shall be deemed a material breach of this lease.

12. EXISTING HAZARDOUS WASTE

The Lessee will not use Fort Monmouth hazardous waste accumulation points. Neither will the lessee permit its hazardous wastes to be commingled with Fort Monmouth's hazardous waste.

13. LESSEE RESPONSE PLAN

The Lessee, either directly or through their sub-lessee, that establishes operations within the facilities being made available for lease shall prepare and maintain thereafter, an Army-approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the leased premises. Such plan shall be independent of Fort Monmouth's Spill Contingency Plan and, except for initial fire response and/or spill containment, shall not rely on use of Fort Monmouth installation personnel or equipment. Should the Army provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the said officer, conducting timely cleanup actions, the Lessee agrees to reimburse the

Army for its response costs.

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO THE LEASED PREMISES

The Lessee shall not construct, make or permit any alterations, additions, or improvements or otherwise modify the leased premises in any way which may adversely affect Fort Monmouth's investigations, restoration, or human health or the environment without prior written consent of the Army. Such consent may include a requirement to provide the Army with a performance and payment bond to it in all respects and other requirements deemed necessary to protect the interests of the Army. Except as such written approval shall expressly provide otherwise, all such approved alterations/additions/modifications shall become government property when annexed to leased premises.

15. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

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

B. The following building on the Property has been determined to contain friable asbestos: Building 418. The Lessee agrees to undertake any and all asbestos abatement or remediation in the aforementioned building that may be required under applicable law or regulation, or Army Regulation 420-1 at no expense to the Army. The Army has agreed to lease said buildings to the Lessee, prior to remediation or abatement of asbestos hazards, in reliance upon the Lessee's express representation and covenant to perform the required asbestos abatement or remediation of those buildings.

C. The Lessee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos, and with Army Regulation 420-1. The Lessee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property during the lease.

D. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition, and any hazardous or environmental conditions relating thereto. The Lessee 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.

DRAFT

16. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Lessee 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. The following buildings on the Property are presumed to contain lead-based paint: Buildings 410 and 418.

B. The Lessee for itself, its successors and assigns hereby covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as a residential dwelling, as defined in 24 C.F.R. § 35.86, without complying with all applicable laws and regulations pertaining to lead-based paint and/or lead-based paint hazards and Army Regulation 420-1. 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 Lessee specifically agrees to perform, at its sole expense, the Lessor's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) and Army Regulation 420-1. Lessee covenants and agrees that it shall manage the Property in compliance with all applicable laws and regulations pertaining to lead-based paint and/or lead-based paint hazards and Army Regulation 420-1.

C. The Lessee hereby acknowledges that it has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property with regard to lead-based paint and lead-based paint hazards.

17. NOTICE OF THE PRESENCE OF MOLD AND COVENANT

A. The Lessee is hereby informed and does acknowledge that mold has been found in the improvements as described in the FOSL. Exposure to certain types of mold spores may result in allergic reactions in some persons. To the best of the Lessor's knowledge, the mold on the Property does not pose a threat to human health or the environment.

B. The Lessee covenants and agrees that its use and occupancy of the improvements will be in compliance with applicable laws and regulations relating to mold; and that the Lessor assumes no liability for future remediation of mold or damages for personal liability, illness, disability or death, to the Lessee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to exposure to or any other activity causing or leading to contact of any kind whatsoever with mold on the property, whether the Lessee, its successors or assigns have properly warned or failed to properly warn the individuals

affected. The Lessee agrees to be responsible for any future remediation of mold found to be necessary on the Property.

C. The Lessee acknowledges that it had the opportunity to inspect the improvements as to their mold exposure condition and any hazardous or environmental condition related thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the improvements, including, without limitation, any mold condition or concerns.

D. No mold warranties either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain elevated levels of mold or is not suitable for a particular purpose. The failure of the Lessee to inspect, or to be fully informed as to the condition of all or any improvement offered, will not constitute grounds for any claim or demand against the United States.

DRAFT