

**FINDING OF SUITABILITY TO LEASE
(FOSL)**

Marina

Fort Monmouth, New Jersey

May 2013

FINDING OF SUITABILITY TO LEASE

Marina
Fort Monmouth, New Jersey
Fort Monmouth

1. PURPOSE

The purpose of this Finding of Suitability to Lease (FOSL) is to document consistent with Department of Defense (DoD) policy environmental suitability of the Marina at Fort Monmouth (FTMM) for lease to the Fort Monmouth Economic Revitalization Authority (FMERA) for sublease to the Town of Oceanport for use of the marina for boat operations consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOSL includes the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment during the proposed leases.

2. PROPERTY DESCRIPTION

Fort Monmouth is located in the central-eastern portion of New Jersey in Monmouth County. The installation includes the Main Post, the Charles Wood Area, and the 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, the New Jersey Transit Railroad to the east and a residential neighborhood to the south. The Charles Wood Area is composed of approximately 489 acres and is located one mile west of the Main Post. It is bounded by Tinton Avenue to the north, residential development and Pine Brook Road to the south, and the Garden State Parkway to the west. The total acreage of the Main Post and Charles Wood area is 1,126. The Evans Area was included in BRAC 1993; the Main Post and Charles Wood areas are included in BRAC 2005.

The Marina at FTMM property consists of approximately 5 acres, which includes four buildings, some marine structures such as docks and pilings and one above ground gasoline storage tank. It is bounded on the North by Riverside Avenue, on the West by Oceanport Avenue, on the South by Oceanport Creek, and on the East by the Installation Boundary. The primary mission of the Marina was to provide recreational opportunities for the Army personnel housed at FTMM. FTMM has served as the center for the development of the Army's Command and Control Communications, Computers, Intelligence, Sensors and Reconnaissance systems. The support provided by the Garrison has been 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.

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.
- M16 Pesticide Storage Area FTMM-16 Remedial Action Report, November 2011.
- Baseline Ecological Evaluation (BEE) Report, June 2012.
- U.S. Army, Environmental Condition of Property Recertification Report, Fort Monmouth, Monmouth County, New Jersey, ?? May 2013.

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 Building 498 is listed as ECP Category 4. The remainder of the Marina property is listed as Category 2. See ECP Category Map Enclosure 1. These property categories are 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”. Category 4 is defined as “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.”

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).

The DOD Environmental Condition of Property (ECP) category for the property is as follows:

ECP Category 2:	Buildings	201, 450, 499
ECP Category 4:	Buildings	498

All necessary remedial actions have been taken, however, documentation and final “No Further Action” approval has not yet been received from NJDEP at the pesticide spill at Building 498.

4.1 Environmental Remediation Sites

There was one (1) remediation site located on the property. A summary of the environmental remediation site follows:

FTMM – 16. A former pesticide storage and mixing area was located at the M-16 site on Main Post. The facility (Building 498) is a brick structure and was constructed in 1939. Pesticide management practices were conducted at the site until the late 1950s. Five pesticide compounds were found at concentrations exceeding the NJDEP Direct Contact Soil Cleanup Criteria under

the SI phase at Building 498. A corrective action was implemented to remove the contaminated soil from the site and final remedial activities were completed in February of 1999. A draft Remedial Action Report was submitted to NJDEP in November, 2011. Comments from NJDEP indicated additional delineation was needed to define the boundary of the cleanup that was below the residential cleanup levels and for establishing a deed notice boundary.

4.2 Storage, Release, or Disposal of Hazardous Substances

Hazardous substances (pesticides) were stored for one year or more and released or disposed of 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 site:

FTMM – 16. Former pesticide storage and mixing area – Building 498

The release or disposal of these hazardous substances was remediated at the time of the release or as part of the Installation Restoration Program (IRP). See Section 4.1 Environmental Remediation Sites for additional information.

4.3 Petroleum and Petroleum Products

Current UST/AST Sites

There are currently no known active AST or USTs associated with the Marina property. There is one currently out-of-service AST at the Marina (AST-450) that was previously used for gasoline storage.

Former Underground and Above-Ground Storage Tanks

There were four underground storage tanks (USTs) for petroleum storage formerly located on the property: UST 202-a (same as 202-21), 202-b (same as (202-22), 202-c, and 202-d. USTs 202-a, 202-b and 202-c were removed and no contamination was observed and soil sampling did not indicate any contamination was present above criteria. UST 202-d was removed and approximately 30 cubic yards of soil was removed post excavation soil samples did not indicate any soil above criteria. A listing of the USTs and the tank status is provided in Table 2, Enclosure 4.

4.3.1 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)

PCBs were stored in Building 498 (pesticide storage area) until 1977. The material was acquired as a pesticide, but reportedly was never used. See the U.S. Army Toxic and Hazardous

Materials Agency, Installation Assessment of Fort Monmouth, Report No. 171. May, 1980. There is no evidence of any residual PCB contamination associated with this storage activity.

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. Asbestos Containing Material (ACM) was found in Buildings 498 and 499 as non-friable floor tile. Building 201 was surveyed but no information is available and Building 450 was not surveyed for ACM.

Any remaining friable asbestos that has not been removed or encapsulated within the buildings covered under the lease will not present an unacceptable risk to human health because the lessee will covenant and agree not to have access to these buildings.

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.

The following buildings are known or presumed to contain lead-based paint (LBP): Buildings 201, 499 & 498.

Building 450 was built in 1987 and, therefore, is presumed not to contain LBP.

These buildings were not used for residential purposes and the lessee will covenant and agree not to have access to these buildings.

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 appropriate.

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. In addition, the property was historically used as an administrative and recreational area and there is no record of MEC being discovered or that munitions-related activities occurred on the Marina site.

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

There are no conditions adjacent to the property that presents an unacceptable risk to human health and the environment.

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 6).

7. REGULATORY/PUBLIC COORDINATION

The NJDEP and the public were notified of the initiation of this FOSL. The FOSL is being made available for review on the Army website (<http://www.pica.army.mil/FtMonmouth/>). Comments received from the public will be addressed in the final FOSL. A copy of the regulatory and public comments if any and the Army response will be included at Enclosure 7.

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 two Buildings covered by this FOSL 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 environment.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that the Marina Property is suitable for lease for the intended use as a marina. The uses contemplated for the lease are 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 (Enclosure 6), which shall be included in the lease for the Property. The lease will also include Access Provisions (Enclosure 5), 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
Acting Chief, Consolidated Branch
BRAC Division

Date

DRAFT

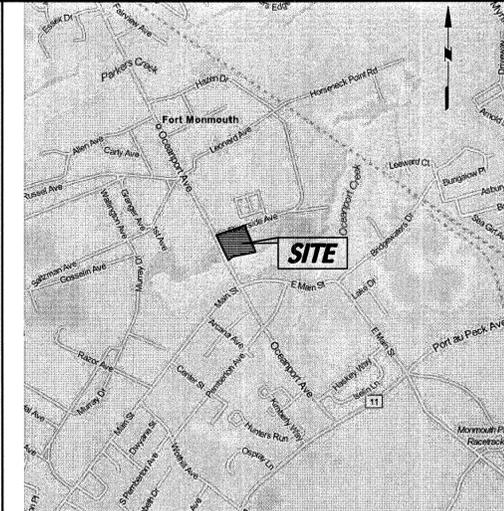
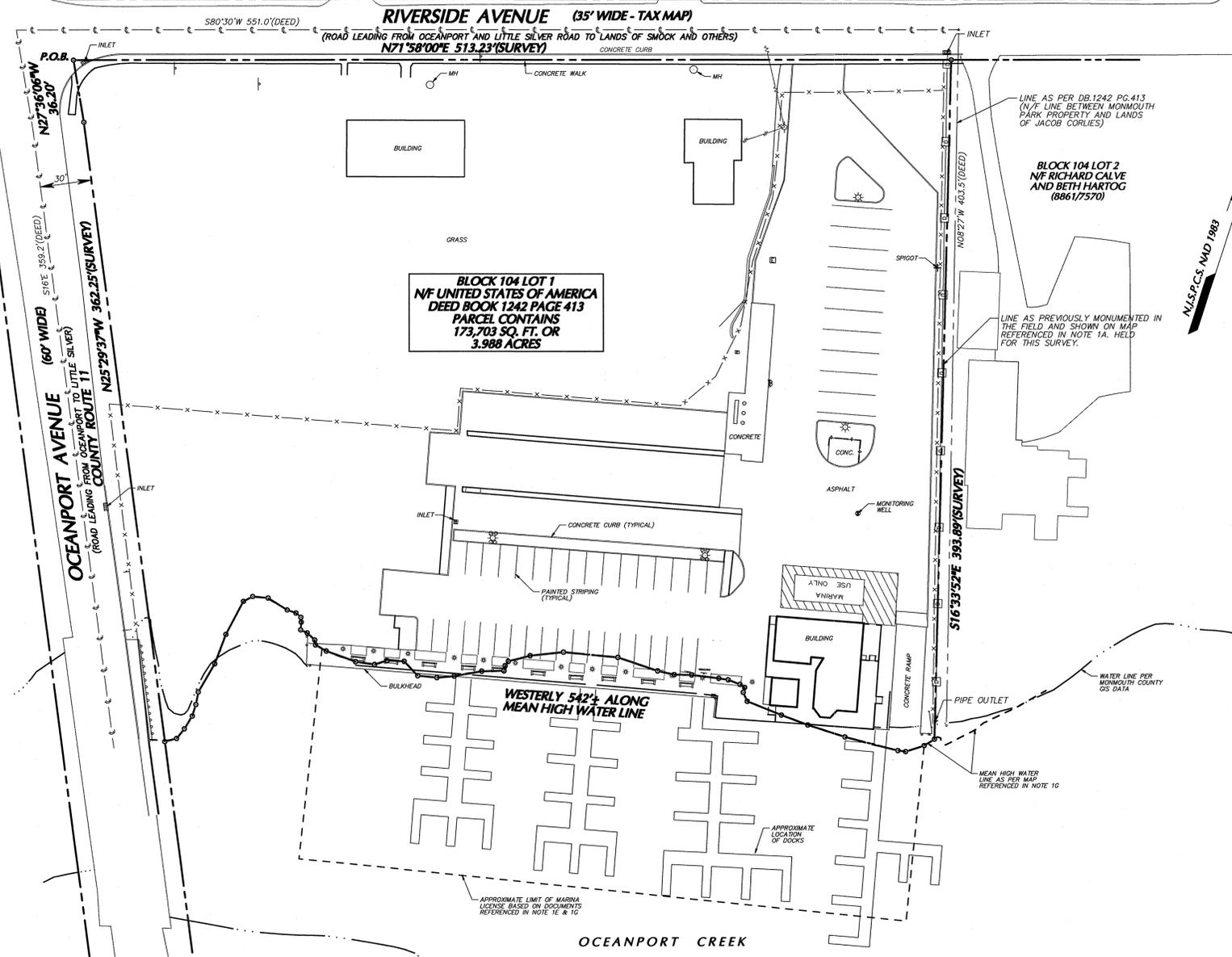
Enclosures

- 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 -- Access Provisions and Other Lease Provisions
- Encl 6 -- Environmental Protection Provisions
- Encl 7 -- Regulatory/Public Involvement

DRAFT

ENCLOSURE 1 – SITE MAP

DRAFT



KEY MAP (N.T.S.)

TO:
 1. FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

"I HEREBY STATE THAT THIS PLAN IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH NJAC 13:40-5.1 "PREPARATION OF LAND SURVEYS" AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION, CORRECTLY REPRESENTS THE CONDITIONS FOUND ON THE DATE OF THE FIELD SURVEY AT THE SUBJECT PROPERTY" AND THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 12, 13, 14 AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED DURING NOVEMBER 2012.

Date: 2-14-13
 Signature: *Gary A. Veenstra*
 GARY A. VEENSTRA
 PROFESSIONAL LAND SURVEYOR, N.J. LICENSE No. GS37213

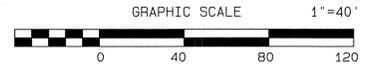


LEGEND
 (SYMBOLS NOT SHOWN TO SCALE)

- HYDRANT
- STREET LIGHT
- SIGNAL POLE
- MANHOLE
- WATER VALVE
- GAS VALVE
- UNKNOWN VALVE
- CATCH BASIN
- METAL COVER
- ELECTRIC BOX
- DOOR
- DOUBLE DOOR
- GARAGE DOOR
- PARKING METER
- CLEAN OUT
- TREE
- BENCH MARK
- SIGN
- POLE
- ANCHOR POLE
- BOLLARD
- FENCE (TYPE AS NOTED)
- OVERHEAD WIRE
- GUIDE RAIL (TYPE AS NOTED)
- TREE LINE
- PROPERTY/RIGHT-OF-WAY LINE
- DEED LINE
- RAILROAD TRACK
- FENCE (COLUMNS & METAL FENCE)
- BOROUGH BOUNDARY LINE
- REFERENCED UTILITY LINE (TYPE AS NOTED)-PLOTTED FROM EXISTING MAPPING

NOTES

- THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, AND THE FOLLOWING REFERENCES:
 A. MAP ENTITLED "SURVEY OF FORT MONMOUTH, N.J., PROPERTY MAP" SIGNED 2/20/1969 SHEETS 1 & 2.
 B. MAP ENTITLED "MASTER PLAN, BASIC INFORMATION MAPS, RESERVATION MAP, FORT MONMOUTH, RED BANK, NEW JERSEY" DATED 11/01/1965, DRAWING NO. 18-02-01.
 C. TAX MAP SHEET 8 FOR THE BOROUGH OF OCEANPORT
 D. MONMOUTH COUNTY GIS DATA.
 E. NJDEP, DIVISION OF LAND USE REGULATION, BUREAU OF TIDELANDS MANAGEMENT, FILE NO. 1338-10-0004.1 - REVOCABLE LICENSE FOR MAXIMUM 71 SLIPS
 F. THE FOLLOWING DEEDS PROVIDED BY CHICAGO TITLE INSURANCE COMPANY SHOWN THUS (DEED BOOK/PAGE): 1242/413; 8861/7570; 8487/4375
 G. MAP ENTITLED "STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF TIDELANDS MANAGEMENT, MAP SHOWING CONVEYANCES ON PARKERS AND OCEANPORT CREEKS, BOROUGH OF SHREWSBURY, OCEANPORT AND LITTLE SILVER, MONMOUTH COUNTY" ATLAS SHEET NO. 539-2172.
- THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT. NONE SUPPLIED.
- THE MERIDIAN OF THIS SURVEY IS REFERENCED TO NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD 1983 AS ESTABLISHED USING GPS METHODS.
- STREET NAMES AND R.O.W. WIDTHS, BLOCK AND LOT NUMBERS AS PER MAPS REFERENCED IN NOTE 1 ABOVE.
- PLANIMETRIC INFORMATION SHOWN HEREON ALONG THE OUTBOUND LIMITS OF THE PARCEL AND WITHIN THE MARINA AREA HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. DURING NOVEMBER 2012.
- OFFSETS (IF SHOWN) ARE FOR SURVEY REFERENCES ONLY AND ARE NOT TO BE USED IN CONSTRUCTION OF ANY TYPE.
- UTILITIES, WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.
- THIS PLAN NOT VALID UNLESS EMBOSSED WITH THE SEAL OF THE PROFESSIONAL.
- THE SCOPE OF THIS SURVEY IS LIMITED TO THE PERIMETER BOUNDARY OF THE PARCEL DEPICTED HEREON PLUS LOCATIONS OF PHYSICAL FEATURES WITHIN THE MARINA AREA. ALL OTHER SITE IMPROVEMENTS SHOWN ARE BASED ON DATA FROM THE MONMOUTH COUNTY GIS PROVIDED TO THIS OFFICE IN CAD FORMAT AND HAVE NOT BEEN FIELD VERIFIED.
- PARCEL AREA IS BASED ON THE FOLLOWING:
 - OCEANPORT AVENUE BEING 60 FEET WIDE AS PER TAX MAP, MONMOUTH COUNTY ROAD PLAN AND MAP REFERENCED IN NOTES 1A & 1B. RIGHT OF WAY ALIGNMENT, DEEDS LISTED IN NOTE 1F PROVIDE CONFLICTING DATA IN REGARDS TO CENTERLINE OF RIVERSIDE AVENUE AND ALSO LOT LINES.
 - RIVERSIDE AVENUE BEING 35 FEET WIDE AS PER TAX MAP. ALIGNMENT SHOWN IS BASED ON PHYSICAL LOCATION OF ROADWAY. NO OTHER DOCUMENTS OR EVIDENCE HAVE BEEN FOUND WHICH WOULD HELP DETERMINE THE INTENDED ALIGNMENT. DEEDS LISTED IN NOTE 1F PROVIDE CONFLICTING DATA IN REGARDS TO CENTERLINE OF RIVERSIDE AVENUE AND ALSO LOT LINES.
 - EASTERLY LINE SHOWN IS BASED ON MAP REFERENCED IN NOTE 1A. THIS LINE FOLLOWS EXISTING SITE CONDITIONS. DEED FOR PROPERTY IN QUESTION AND ADJOINING DEEDS PROVIDE CONFLICTING DATA FOR LOT LINES AND DO NOT MATCH EXISTING CONDITIONS. ALTHOUGH PROPERTY CORNER MARKERS WERE NOT FOUND FOR THIS SURVEY, THE REFERENCED 1969 SURVEY, WHICH WAS HELD, INDICATES THAT NUMEROUS PROPERTY MARKERS WERE SET AT THAT TIME. BASED ON THE CONFIGURATION OF EXISTING CONDITIONS ALONG THIS BOUNDARY LINE, IT APPEARS THEY WERE CONSTRUCTED USING THE PROPERTY MARKERS SHOWN ON THAT SURVEY.
 - SOUTHERLY LINE SHOWN IS BASED ON TIDELANDS MAP REFERENCED IN NOTE 1G. BOUNDARY FOLLOWS LINE OF LANDS NOW OR FORMERLY FLOWED BY MEAN HIGH WATER AS DIGITIZED FROM SAID MAP. ALL PROPERTY WATERWARD OF THIS LINE IS OWNED BY THE STATE OF NEW JERSEY.

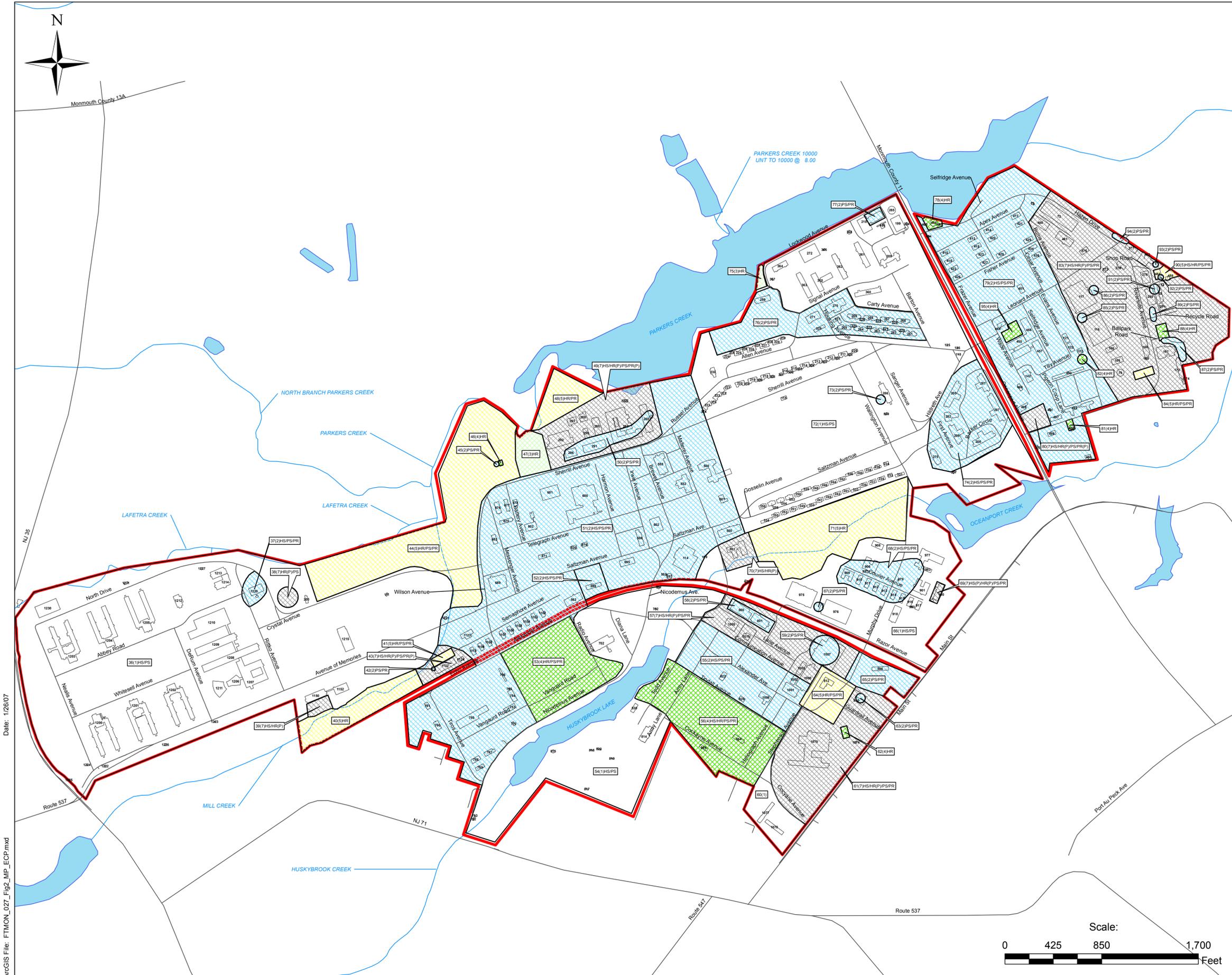


LANGAN
 River Drive Center 1, 679 River Drive, Elmwood Park, NJ 07407
 T: 201.784.6200 F: 201.784.0266 www.langan.com
 NEW JERSEY NEW YORK VIRGINIA CALIFORNIA
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 ABU DHABI ATHENS DOHA
 DUBAI ISTANBUL
 Langan Engineering, Environmental, Surveying and Landscape Architecture, P.C.
 Langan Engineering and Environmental Services, Inc.
 Langan International, LLC
 Created by: Brian de Lingen
 NJ Certificate of Authorization No. 246A27898400

Project
FORT MONMOUTH MARINA PARCEL
 BOROUGH OF OCEANPORT
 MONMOUTH COUNTY NEW JERSEY

Drawing Title
ALTA/ACSM LAND TITLE SURVEY
 BLOCK 104, LOT 1

Project No.	100291701	Drawing No.	VB-101
Date	02/14/13		
Scale	1"=40'		
Dwn. By	GAV		
Checked By	JER		1 OF 1



LEGEND

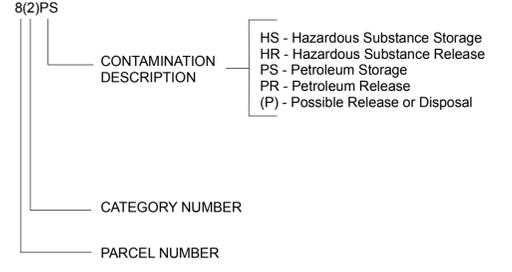
- Road Centerline
- Water Feature
- Building
- Water Body
- Installation Boundary

ECP PARCEL CATEGORY DEFINITIONS

- 1 Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).
- 2 Areas where only release or disposal of petroleum products has occurred.
- 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.
- 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.
- 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.
- 7 Areas that are not evaluated or require additional evaluation.

Notes:
 1) No Category 6 parcels were identified. Category 6 is defined as "areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented."
 2) Storage tank location symbols placed in center of buildings indicate exact location information was not readily available for former tank(s) associated with that building.

BRAC PARCEL LABEL DEFINITIONS



Base Realignment and Closure 2005



Shaw Environmental, Inc.



FIGURE 2
ECP PARCELS
 MAIN POST
 FORT MONMOUTH
 NEW JERSEY



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.
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. 2010. Finding of No Significant Impact, Environmental Assessment of the Disposal and Reuse of Fort Monmouth, New Jersey. February.
26. Fort Monmouth Department of Public Works (DPW). 1999. Chemical Inventory.
27. Fort Monmouth DPW. 2003. Files provided by DPW: 03-03 Asbestos Database.mdb. March.
28. Fort Monmouth DPW. 2005. Cover Letter for Lead-Based Paint Risk Assessment Summaries. June 30.
29. Fort Monmouth DPW. 2006a. Files provided by DPW: USTs and ASTs from Joe Fallon 7-19-06.pdf.
30. Fort Monmouth DPW. 2006b. Master Planning, Facilities Reduction Program Database. December.
31. Guernsey. 1998. Procurement Sensitive Privatization Study, Potable Water Utility System, Wastewater Utility System, April.
32. Harland Bartholomew & Associates, Inc. 1984. Analysis of Existing Facilities and Environmental Assessment Report, Fort Monmouth, NJ. March.
33. Harland Bartholomew & Associates, Inc. 1987a. Fort Monmouth Mobilization Master Plan of Installation Facilities. May.
34. Harland Bartholomew & Associates, Inc. 1987b. Analytical/Environmental Assessment Report on Plans for Future Development, Fort Monmouth, NJ. May.
35. John Milner Associates, Inc. 2003. Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.
36. Kozlowski, Melissa. 2004. Fort Monmouth: Landmarks and Place Names, DCSOPS, Fort Monmouth, NJ. Summer.
37. Main Post Sanitary and Storm, Map M, Sheet 13 of 25. January 8, 1999.
38. Malcolm Pirnie, Inc. 2003. Final Closed, Transferring, Transferred Range/Site Inventory Report for Fort Monmouth, NJ.
39. Malcolm Pirnie, Inc. 2006. Final Historical Records Review Fort Monmouth, Fort Monmouth, NJ.
40. New Jersey Department of Environmental Protection (NJDEP). Water Compliance and Enforcement Element. 2006. Fort Monmouth Compliance Evaluation Report. March 22.
41. NJDEP, Bureau of Water Allocation. Program Interest ID: 2486P, Activity No.: WAP960001.
42. Parsons Engineering, Inc. 2003. Final Fort Monmouth Pollution Prevention Plan. June.
43. Rudolph, Rober J., Chief. 1994. Water Quality Engineering Memo. July 19.
44. Shaw Environmental, Inc. (Shaw). 2007. *U.S. Army BRAC 2005 Environmental Condition of Property Report Fort Monmouth, Monmouth County, New Jersey, Final*, 29 January.
45. Shaw. 2008. *U.S. Army BRAC 2005 Site Investigation Report Fort Monmouth, Final*. 21 July.
46. Tetra Tech EM, Inc. 2005. Final Remedial Action Report for the 800,700, and 400 Areas. October.
47. 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.

48. USACHPPM. 1996. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-96, Fort Monmouth, NJ.
49. USACHPPM. 1998. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-98, Fort Monmouth, NJ. September 1-3.
50. USACHPPM. 1999. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-99, Fort Monmouth, NJ. July 19-23.
51. USACHPPM. 2002. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-02, Fort Monmouth, NJ. July 24-26.
52. 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.
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ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
201 – Storage Shed	None	ECP 2	None
499 - Office Space	None	ECP 2	None
498 – Brick Storage Bldg.	None	ECP 4	Removal of pesticide contaminated soils.
450 – The Marina Bldg.	None	ECP 2	None

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

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.

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
UST 202-a (same as 202-21)	No. 2 Fuel Oil	UST removed 10/1/01	Oil removed from UST on 11/01/94; UST removed on 10/1/01. No contamination observed; all Total Recoverable Petroleum Hydrocarbons (TRPH) results are non-detect (ND). Residential UST with no DICAR and no contamination identified.
UST-202b (same as 202-22)	No. 2 fuel Oil	UST removed 10/1/01	UST removed on 10/1/01. No contamination observed; all TRPH results are ND. Residential UST with no DICAR and no contamination; no closure report required.
UST-202-c	No. 2 Fuel Oil	UST removed 5/23/05	Original USTs uncovered during house demolition. UST removed on 5/23/05 and soil sampled. No contamination identified.
UST-202-d	No. 2 Fuel Oil	UST removed 8/17/1994	Residential USTs uncovered during house demolition. UST and approximately 30 tons soil removed. Post-excavation soil samples below criteria.

ENCLOSURE 5

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.

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 United States 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 United States’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 United States, 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 during the term of the lease.

B. The Lessee, its successors and assigns, covenant and agree that the United States 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 United States’s obligation under CERCLA or any other statutory obligations.

ENCLOSURE 6

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 use of the property shall be for the purpose of operating the marina and boat slips. The buildings on the property are not to be accessed or used by the lessee.

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 United States. 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 United States for any costs incurred as a result of Lessee's breach of this provision. Additionally, should any activities of the

Lessee 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 United States's rights under a lease specifically include the right for United States officials to inspect, upon reasonable notice, the leased premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the United States is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The United States 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 REMEDIATION 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 United States 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) **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 property without prior written approval of the Army.

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.

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:

Fort Monmouth

Fort Monmouth, NJ

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.

ENCLOSURE 7

**Regulatory/Public Comments
To be provided based on comments received**

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