

DRAFT

FINAL

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

Fort Monmouth, New Jersey

Carve Out Group 6

January 2024

TABLE OF CONTENTS

1.	PURPOSE	1
2.	PROPERTY DESCRIPTION	1
3.	ENVIRONMENTAL DOCUMENTATION.....	2
4.	ENVIRONMENTAL CONDITION OF PROPERTY	3
4.1	Environmental Remediation Sites	3
4.2	Storage, Release, or Disposal of Hazardous Substances	3
4.3	Petroleum and Petroleum Products.....	3
4.3.1	Underground and Aboveground Storage Tanks	3
4.4	Polychlorinated Biphenyls	3
4.5	Asbestos	4
4.6	Lead-Based Paint	4
4.7	Radiological Materials.....	4
4.8	Radon.....	4
4.9	Munitions and Explosives of Concern.....	4
4.10	Other Property Conditions.....	4
5.	ADJACENT PROPERTY CONDITIONS	4
6.	ENVIRONMENTAL REMEDIATION AGREEMENTS	5
7.	REGULATORY/PUBLIC COORDINATION	5
8.	NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE.....	5
9.	FINDING OF SUITABILITY TO TRANSFER	6

LIST OF ACRONYMS AND ABBREVIATIONS

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

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

FINDING OF SUITABILITY TO TRANSFER (FOST)

Fort Monmouth, New Jersey Carve Out Group 6 Parcel

January 2024

1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability for transfer of a portion of the “carve out” located in the Parcel 44 (a portion of North Drive – North Drive Parcel), also known as Carve Out Group 6 (the Property) of Fort Monmouth, New Jersey. This portion of the carve out was not transferred with the surrounding property due to unresolved environmental issues associated with the Parcel 44 carve out. After further evaluation of this portion of Parcel 44 (a portion of North Drive), it was determined that this part of the property should be classified as a Category 1 and is suitable for transfer. This area is set to be transferred to the Fort Monmouth Economic Revitalization Authority (FMERA) consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, this FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health and the environment after such transfer.

2. PROPERTY DESCRIPTION

The property to be transferred to the FMERA under the Economic Development Conveyance authority consists of approximately 0.3443 acres of land that were formerly part of a carve out that was not transferred with the surrounding property (see Enclosure 1, Figure 1). The property to be transferred (North Drive Parcel) under this FOST is located in Parcel 44, referred to as the Property. The Property is a portion of North Drive that lies between landfills M4 and M5 (see Enclosure 1, Figure 2). The Property is located within the Main Post portion of Fort Monmouth in the Borough of Eatontown.

Fort Monmouth is located in the central-eastern portion of New Jersey, approximately 45 miles south of New York City, 70 miles northeast of Philadelphia and 40 miles east of Trenton (see Enclosure 1, Figure 3). The Atlantic Ocean is located approximately 2.5 miles to the east. Fort Monmouth consists of the Main Post, Charles Wood Area, and Evans Area. The Main Post encompasses an area of approximately 637 acres and is bounded by State Highway 35 to the west, Parkers Creek and Lafetra Creek to the north, New Jersey Transit Railroad to the east and residential neighborhoods to the south. The Charles Wood Area is comprised of approximately 489 acres and is located one mile west of the Main Post. The Evans Area consisted of approximately 219 acres and was transferred under the Base Realignment and Closure (BRAC) 1993 Program. The Main Post and Charles Wood Area are included in BRAC 2005. The majority of the Charles Wood Area and Parcel B of the Main Post were transferred to the FMERA as the Phase 1 Parcels in 2012 and 2014. Portions of the Main Post were transferred to

the FMERA as the Phase 2 Parcels in 2016. Certain portions of the Main Post and Charles Wood Area were withheld from transfer as they were not yet suitable for transfer and these areas are identified as “Carve Outs.”

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

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

3. ENVIRONMENTAL DOCUMENTATION

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

- FTMM Letter. Fort Monmouth, NJ, Environmental Property Category Re-Classification for the North Drive Portion of the Parcel 44 Carve Out, October 10, 2023.
- NJDEP Letter. Environmental Property Category Re-Classification for the North Drive Portion of the Parcel 44 Carve Out, November 3, 2023.
- Landfill Boundary Refinement and Methane Gas Survey Report for Nine Landfills, Fort Monmouth, Parsons, January 2016.
- Draft Remedial Action Report, Landfill Capping Main Post, Fort Monmouth, AECOM Technical Services, Inc. December 2022.
- U.S. Army BRAC 2005, Environmental Condition of Property, Fort Monmouth, Monmouth County NJ, January 2007
- Environmental Condition of Property Report Update, Fort Monmouth, New Jersey, Phase 2 Parcels, March 2016
- Environmental Condition of Property Report Update, Fort Monmouth, Carve Out Group 6, December 15, 2023.

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

4. ENVIRONMENTAL CONDITION OF PROPERTY

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

ECP Category 1:

Parcels 44 (Portion of Parcel): The portion of North Drive located between landfills M4 and M5. The NJDEP concurred on the reclassification of this property to Category 1 in a letter dated November 3, 2023.

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

4.1. ENVIRONMENTAL REMEDIATION SITES

There was no remediation required on the property as it was re-classified as a Category 1 site.

4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Hazardous substances were not released on the property.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. UNDERGROUND AND ABOVEGROUND STORAGE TANKS

Current UST/AST Sites –

There are no underground storage tanks (USTs) or above-ground Storage Tanks (ASTs) currently existing on the Property.

Former UST/AST Sites –

There were no former USTs or ASTs located on the Property.

4.4. POLYCHLORINATED BIPHENYLS

There is no PCB-containing equipment currently located on the Property nor was PCB-containing equipment ever located on the Property.

4.5. ASBESTOS

There are no buildings on the Property and thus Asbestos Containing Material (ACM) is not located on the property.

4.6. LEAD-BASED PAINT

There are no buildings or other structures located on the Property therefore no lead-based paint (LBP) exists on the Property.

4.7. RADIOLOGICAL MATERIALS

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

4.8. RADON

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

4.9. MUNITIONS AND EXPLOSIVES OF CONCERN

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

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

4.10. OTHER PROPERTY CONDITIONS

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

5. ADJACENT PROPERTY CONDITIONS

The Property consists of a portion of the North Drive roadway that is located between landfills M4 and M5. These landfills are undergoing closure with capping and deed notices being placed on the landfills. It is not expected that the landfills will pose an unacceptable risk

to the Property and use of such property. The landfill caps will be maintained and any disruptions to the caps will be addressed in accordance with deed notices to be filed when those landfills transfer out of Army control.

An update of the Fort Monmouth electronic database search of environmental records for the Property and surrounding area (off installation) was performed for the 2016 ECP Update Report and an update of this search was not necessary because conditions on the Property and in the area surrounding the Property have not changed materially. Surrounding land uses include residential and commercial properties. Activities associated with these land uses are not likely to result in a recognized environmental condition in connection with the property. Additionally, potential environmental conditions external to the base are not anticipated to have an impact on these areas due to the relative distance to off-base potential sources.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation agreements specifically applicable to the Property. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 5).

7. REGULATORY/PUBLIC COORDINATION

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

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the Property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the *Final Environmental Assessment of the Implementation of the Base Realignment and Closure at Fort Monmouth, New Jersey, March 2009* and the *Finding of No Significant Impact Environmental Assessment of the Disposal and Reuse of Fort Monmouth, New Jersey, February 2010*. There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that the ECP Category 1 portion of the property, containing approximately 0.3443 acres, is transferrable under CERCLA Section 120(h)(4). In addition, all DOD requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached EPPs that shall be included in the deed for the Property. The deed will also include the CERCLA 120(h)(4) Covenant and Access Provisions, as applicable, and the Other Deed Provisions.

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

Date

6 Enclosures

Encl 1 -- Figures

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Description of Property

Encl 4 -- CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

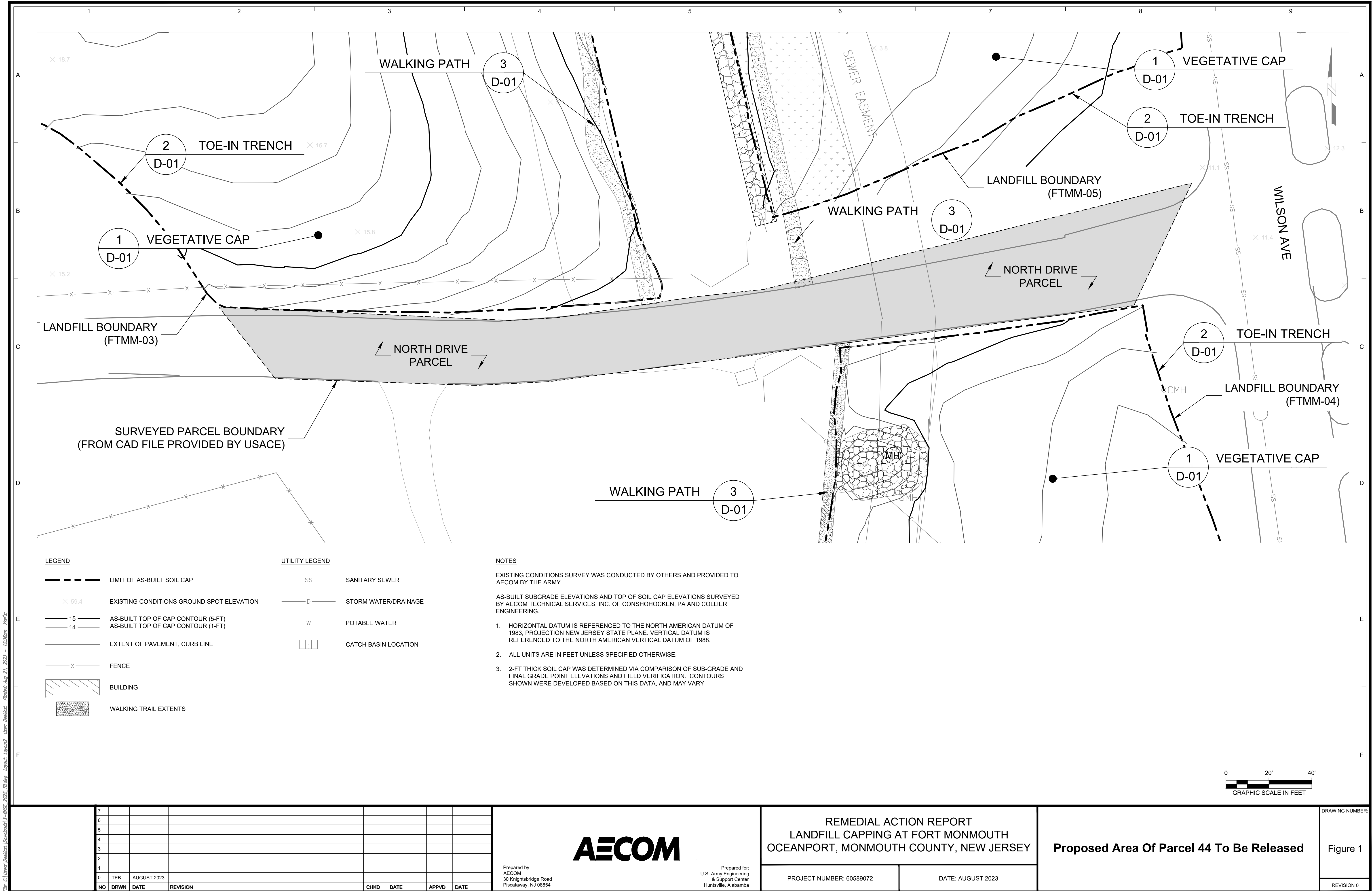
Encl 5 -- Environmental Protection Provisions

Encl 6 -- Regulatory/Public Comments and Responses

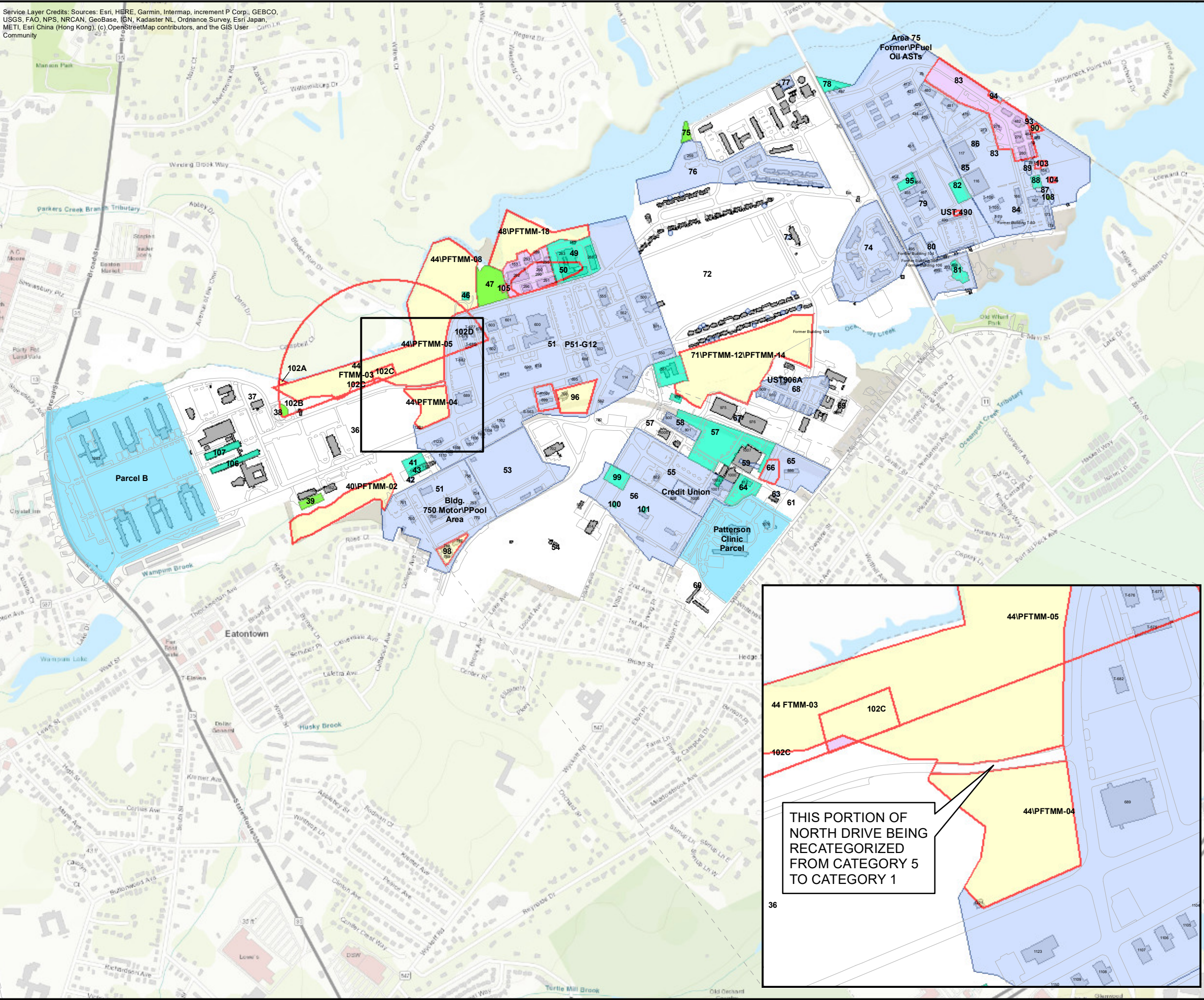
ENCLOSURE 1

FIGURES

File: C:\Users\jdoval\Desktop\Download6 V-BUSE 2022 TB.dwg, Layout: Layout2, User: jdoval, Plotted: Aug 21, 2023 - 12:56pm, xref: c



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

FTMM Letter. Fort Monmouth, NJ, Environmental Property Category Re-Classification for the North Drive Portion of the Parcel 44 Carve Out, October 10, 2023.

NJDEP Letter. Environmental Property Category Re-Classification for the North Drive Portion of the Parcel 44 Carve Out, November 3, 2023.

Landfill Boundary Refinement and Methane Gas Survey Report for Nine Landfills, Fort Monmouth, Parsons, January 2016.

Draft Remedial Action Report, Landfill Capping Main Post, Fort Monmouth, AECOM Technical Services, Inc. December 2022.

U.S. Army BRAC 2005, Environmental Condition of Property, Fort Monmouth, Monmouth County NJ, January 2007

Environmental Condition of Property Report Update, Fort Monmouth, New Jersey, Phase 2 Parcels, March 2016

Environmental Condition of Property Report Update, Fort Monmouth, Carve Out Group 6, December 15, 2023.

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Part of Parcel 44Portion of North Drive	Part of Parcel 44	1	This parcel is located within Carve Out Parcel 44 and is the portion of North Drive that is located between landfills M4 and M5. This area has been a roadway since the inception of Fort Monmouth. Landfills were constructed on either side of this portion of North Drive. The area has been maintained as a road for over 40 years. After further evaluation of this portion of Parcel 44 (a portion of North Drive), it was determined that this part of the property should be classified as a Category 1 and is suitable for transfer. The Army submitted a request for re-classification of this area to NJDEP on October 10, 2023. The NJDEP concurred on the re-classification in a letter dated November 3, 2023.

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

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

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

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

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

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

ENCLOSURE 4

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

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

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

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

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

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

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

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable

means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "AS IS" CONDITION OF PROPERTY

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

B. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. Any failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the Grantor.

C. Nothing in this "As Is" provision shall be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))" or any other statutory obligations.

3. INDEMNIFY AND HOLD HARMLESS

A. To the extent authorized by New Jersey law, the Grantee, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the Grantor, its officers, agents,

and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the covenants, conditions, and restrictions in this deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of the conveyance herein.

B. The Grantee, for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this "Indemnify and Hold Harmless" provision shall be construed to modify or negate the Grantor's obligations under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))" or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

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

B. The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any other person other than the Grantor after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination" provision shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's obligations under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))".

5. ENVIRONMENTAL PROTECTION PROVISIONS

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

ENCLOSURE 5

ENVIRONMENTAL PROTECTION PROVISIONS

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

1. LAND USE RESTRICTIONS

The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restriction set forth below is included even though this is a Category/Type 1 property and there is no known groundwater contamination on site. The restriction is provided for remedy integrity purposes for remedies on adjacent parcels. It is also noted that this use restriction has been included on all other property previously transferred and is included for the uniform application of restrictions across multiple parcels. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

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

B. **Modifying or Terminating the Restrictions.** Nothing contained herein shall preclude the Grantee, its successors or assigns from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such action as would be necessary to allow access to or use of the ground water underlying the Property. Prior to any such use of the ground water restricted under the paragraph above, the Grantee shall consult with and obtain the approval of the Grantor. Upon the Grantee's obtaining the approval of the Grantor, the Grantor agrees to prepare and execute an instrument modifying or terminating, as appropriate, the land use restriction set forth herein. The recordation of any such instrument in the land records of Monmouth County, New Jersey shall be the responsibility of the Property owner and shall be accomplished at no additional cost to the Department of the Army.

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

Grantor:

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

With a copy to:

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

2. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT

A. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

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

ENCLOSURE 6

REGULATORY/PUBLIC COMMENTS AND RESPONSES