

AMENDMENT #1

to the

**FINDING OF SUITABILITY TO TRANSFER
(FOST) dated September 2006**

LT Jacob Parrott Memorial United States Army Reserve Center (OH030)

**1025 South Main Street
Kenton, OH 43326-2209**

Hardin County, Ohio

Amendment #1

2 October 2006

AMENDMENT #1
FINDING OF SUITABILITY TO TRANSFER (FOST)
LT Jacob Parrott Memorial United States Army Reserve Center

1.0 PURPOSE

The purpose of this Amendment is to replace the CERCLA Section 120(h)(4) identification of uncontaminated property in the original LT Jacob Parrott Memorial United States Army Reserve Center Finding of Suitability to Transfer (FOST) dated September 2006 to include a Hazardous Substance, Storage, Release and Disposal notification pursuant to CERCLA Section 120(h)(3).

2.0 BACKGROUND

After the LT Jacob Parrott Memorial United States Army Reserve Center FOST was finalized, the Army determined that the deed to transfer the property should not identify the property as uncontaminated pursuant to CERCLA Section 120(h)(4). The basis for this requirement to change the identification is that the State of Ohio, by letter dated August 30, 2006, did not concur with the identification as required pursuant to CERCLA Section 120(h)(4)(B). The State based their decision not to concur upon not having resources available to review documentation describing the environmental condition of the subject facility. As a result, the CERCLA Notice and Covenant have been revised to change the statutory basis from CERCLA Section 120(h)(4) to CERCLA Section 120(h)(3).

3.0 REGULATORY/PUBLIC COMMENT

A copy of this FOST Amendment will be distributed to the Ohio Environmental Protection Agency and the proposed transferees.

4.0 FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken. In addition, all Department of Defense requirements to reach a finding of suitability to transfer under CERCLA Section 120(h)(3) have been met, subject to the terms and conditions set forth in the Environmental Protection Provisions; the Notice, Covenant, and Access Provisions; and other Deed Provisions set forth in the subject FOST. This FOST Amendment shall be included in the deed for the property.



FOR THE COMMANDER

THOMAS J. KIENLEN
Deputy, Management and Support
88th Regional Readiness Command

3 Oct 06

Date

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

**LT Jacob Parrott Memorial United States Army Reserve Center (OH030)
1025 South Main Street
Kenton, Ohio 43326-2209**

Hardin County, Ohio

September 2006

**FINDING OF SUITABILITY TO TRANSFER
(FOST)
LT Jacob Parrott Memorial United States Army Reserve Center (OH068)
1025 South Main Street
Kenton, Ohio 43326**

September 2006

1. PURPOSE

The purpose of this Finding Of Suitability To Transfer (FOST) is to document the environmental suitability of certain parcels or property at LT Jacob Parrott Memorial United States Army Reserve Center (OH030) for transfer to the Hardin County Local Redevelopment Authority consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of approximately four (4) acres of land and includes two permanent buildings: a 17,950-square foot administrative building and a 3,990-square foot organizational maintenance shop (OMS). The property has been utilized as a U.S. Army Reserve Center (USARC) primarily for administrative, storage, and maintenance activities. The property is intended to be transferred to the Hardin County Local Redevelopment Authority and will function as the Hardin County Emergency Operations Center which is consistent with the intended reuse of the property as set forth in the Hardin County Local Redevelopment Authority Reuse Plan. 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 Environmental Condition of Property Report (ECP), prepared in July 2006. 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 as follows:

ECP Category 1: Entire Parcel, including all building structures

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. See Table 2 in Enclosure 4. The CERCLA 120(h)(4) Notice and Covenant (Enclosure 5) will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

There is no evidence that petroleum products were stored in underground or above-ground storage tanks on the property.

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

An oil water separator (OWS) is present at the Site. However, there is no used oil storage tank associated with it. The OWS discharges to the sanitary sewer system. There is no evidence of non-UST/AST storage, release or disposal of petroleum products at the site. Accordingly, there is no need for any notification of petroleum products storage, release, or disposal.

4.4. POLYCHLORINATED BIPHENYLS (PCB)

The following potential PCB-containing equipment is located on the property: light ballasts in older type light fixtures in both the administration building and the OMS. This equipment is operational and has been determined not to be leaking. The presence of PCBs in the ballasts has not been confirmed. However, based on the construction date of the buildings, it is possible that some of these ballasts could potentially contain PCBs. A portion of the ballasts do not display PCB labeling. Any light ballast not marked with “No PCBs” should be assumed to fall under the United States Environmental Protection Agency (USEPA) definition of PCB equipment and management and disposal of this equipment must be in accordance with local,

State, and Federal requirements. The remainder of the ballasts are properly labeled in accordance with federal and state regulations.

One pad-mounted transformer which is owned and operated by the local utility provider is present on the Site. A label on the transformer indicated that the unit contained less than 2 ppm of PCB fluid. The label also indicated the unit was manufactured in March 1992. During the July 2006 site inspection, the unit appeared to be in good condition and no evidence of leakage was observed.

4.5. ASBESTOS

There is no confirmed asbestos containing materials (ACM) in the administration building or OMS building. The following materials are presumed to be ACM: black vibration dampening cloth located on air handlers in mechanical rooms of the administration building; roofing material on both the administration building and OMS building; fire doors located in both buildings; and, electrical wiring located in both buildings. The deed will include an asbestos warning and covenant (Enclosure 6).

4.6. LEAD-BASED PAINT (LBP)

Lead-based paint has not been identified in any of the buildings at the site. However, given the age of the buildings on the site, the deed will include a lead-based paint warning and covenant (Enclosure 6).

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 the administration building and OMS on the property. Radon was not detected at above USEPA residential action level of 4 picocuries per liter (pCi/L) in these buildings.

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 exclusively as an administrative, storage, and maintenance area. There is no record of MEC being discovered on the property and there is no record that munitions-related activities occurred. 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

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 present an unacceptable risk to human health and the environment.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation orders or agreements applicable to the property being transferred. 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 U.S. EPA Region 5, the Ohio EPA, and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory correspondence, public comments and the Army Response will be included at Enclosure 7 and Enclosure 8, respectively.

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 Record of Environmental Consideration (REC). There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environmental.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the information above, I conclude that the Property qualifies as CERCLA §120(h)(4) uncontaminated property and is transferable under that section. In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions in the Environmental Protection Provisions that shall be included in the deed for the property. The deed will include the CERCLA 120(h)(4) Notice, Covenant, and Access Provisions and Other Deed Provisions. Whereas no hazardous substances or petroleum products were stored for one year or more, known to have been released, or disposed of on the parcel, a hazardous substance or petroleum notification is not required.

FOR THE COMMANDER

THOMAS J. KIENLEN
Deputy, Management and Support
88th Regional Readiness Command

Date

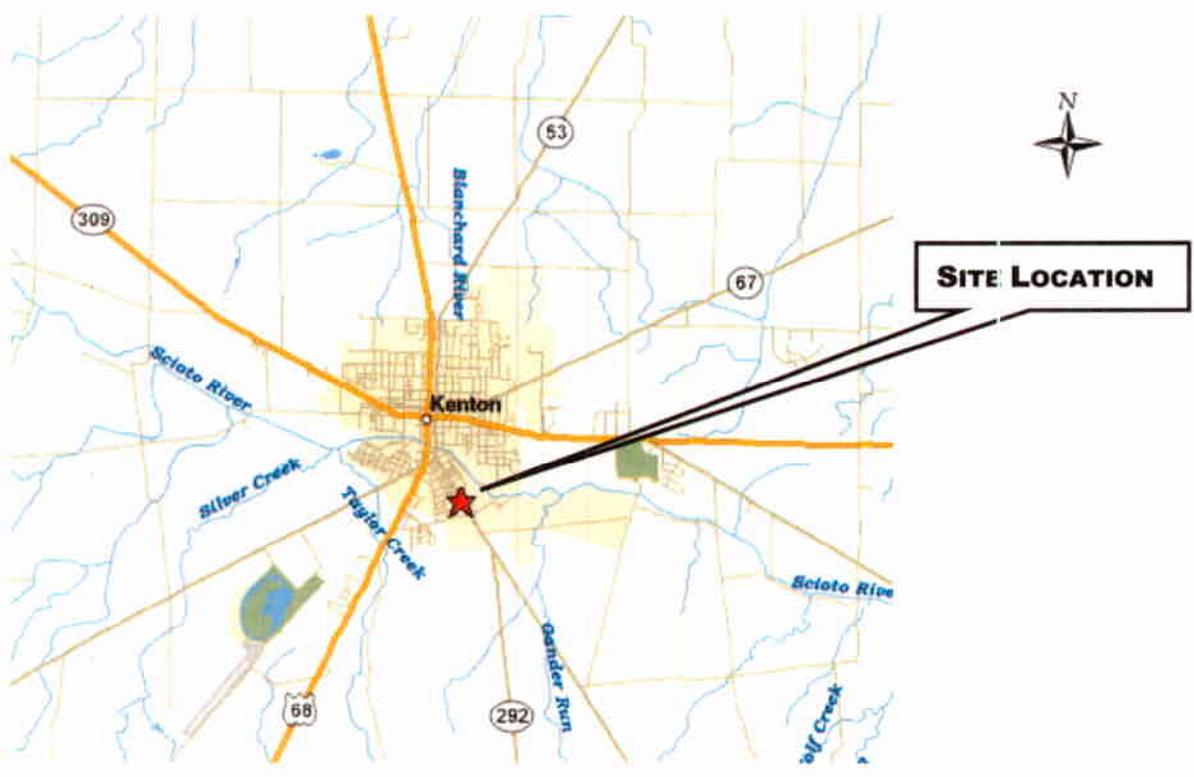
Enclosures:

- Encl 1 – Site Map of Property
- Encl 2 – Environmental Documentation
- Encl 3 – Table 1 – Description of Property
- Encl 4 - Table 2 -- Notification of Hazardous Substance Storage, Release, or Disposal
- Encl 5 – CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions
- Encl 6 – Environmental Protection Provisions
- Encl 7 – Regulatory/Public Comments
- Encl 8 – Army Response—See Amendment #1 to this FOST

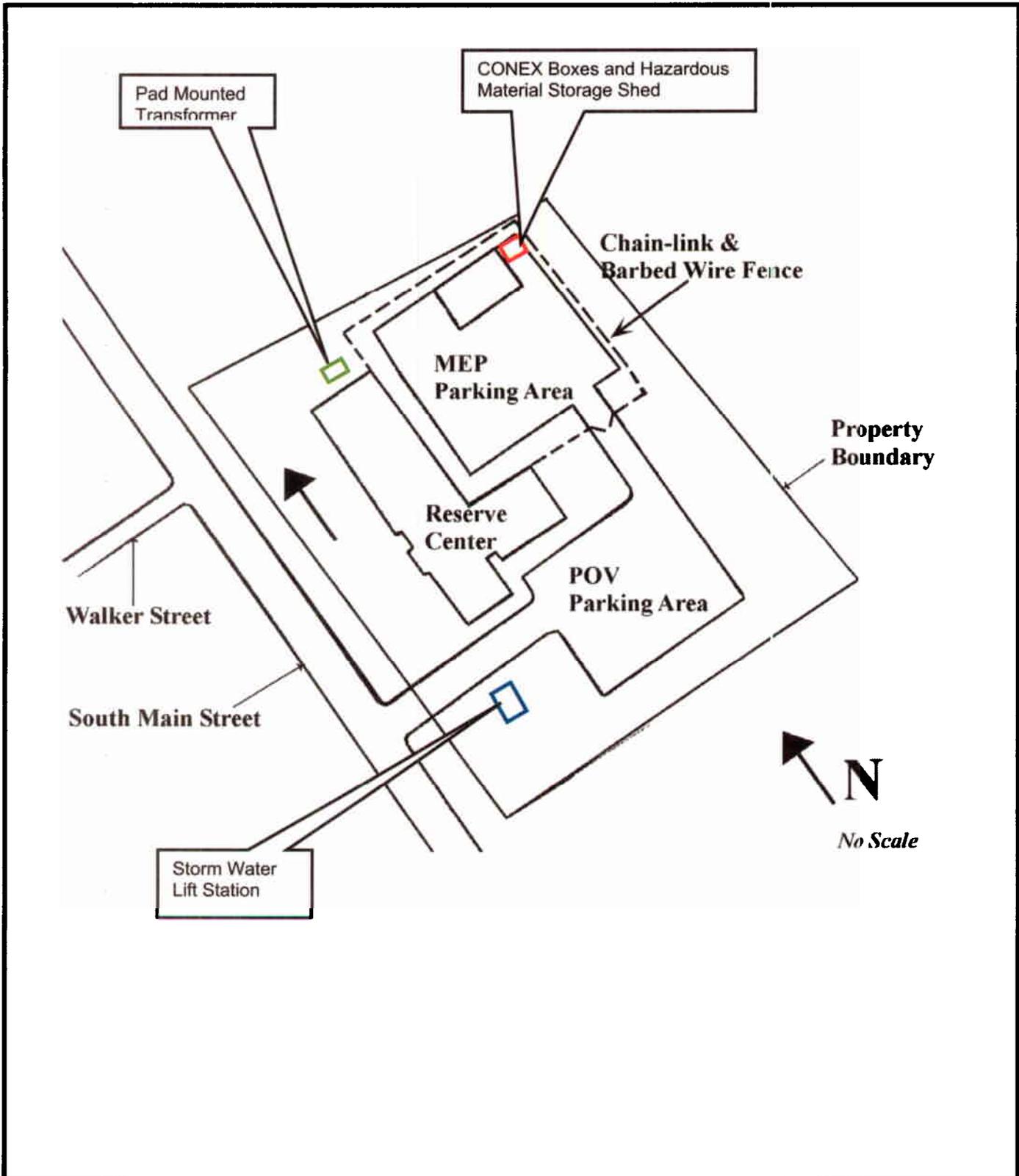
ENCLOSURE 1

Site Map of Property

**LT Jacob Parrott Memorial USARC
1025 South Main Street
Kenton, Ohio**



**FIGURE 1
SITE LOCATION MAP**
LT JACOB PARROTT MEMORIAL USAR CENTER (OH030)
1025 SOUTH MAIN STREET
KENTON, FARDIN COUNTY, OHIO



**US Army Corps
of Engineers**
Louisville District

**FIGURE 2
PLAN VIEW LAYOUT OF SITE**

LT JACOB PARROTT MEMORIAL USAR CENTER (OH030)
1025 SOUTH MAIN STREET
KENTON, HARDIN COUNTY, OHIO



**US Army Corps
of Engineers**
Louisville District

FIGURE 13
2005 AERIAL PHOTOGRAPH
LT JACOB PARROTT MEMORIAL USAR CENTER (OH030)
1025 SOUTH MAIN STREET
KENTON, HARDIN COUNTY, OHIO

ENCLOSURE 2

Environmental Documentation

- **Final Report, Environmental Condition of Property, LT Jacob Parrott Memorial USARC, July 2006. Available for reference at:**
http://dev.hqda.pentagon.mil/acsimweb/brac/env_fost.htm.
- **Correspondence with Ohio State Historic Preservation Office, 2006.**
- **Correspondence with US Fish and Wildlife Service, 2006.**
- **Record of Environmental Consideration, 2006.**

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Administration Building (no assigned building number)	N/A	1	None
Organizational Maintenance Shop (OMS) Building (no assigned building number)	N/A	1	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.

ENCLOSURE 4

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

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
The entire Parcel including all buildings.	No hazardous substances were released or disposed of on the property.	1958 to Present	None
<p>* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

ENCLOSURE 5

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

The following CERCLA Notice, 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.

1. CERCLA COVENANT

The Property qualifies as CERCLA § 120 (h)(4) uncontaminated property and the United States warrants that no remedial action is necessary to protect human health and the environment with respect to any hazardous substances identified pursuant to CERCLA. 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 hazardous substances existing on the property prior to the date of this deed shall be conducted by the United States. This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

2. RIGHT OF ACCESS

A. 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 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 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, its successors and assigns, and shall run with the land.

B. 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 covenant, 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 Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, 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 covenant. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

3. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in 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 all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of 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 Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

4. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree 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 NOTICES, USE RESTRICTIONS, AND RESTRICTIVE

COVENANTS in this Deed by the Grantee, 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 conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

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

5. POST-TRANSFER DISCOVERY OF CONTAMINATION

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

B. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph 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 indemnification obligations under applicable laws.

6. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are included in Enclosure 6, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 6

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

B. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. 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.

(3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, 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 Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

2. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found in the two buildings 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 Environmental Protection Agency 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(s) on the Property has (have) been determined to contain friable and/or non-friable asbestos: Administration and OMS Buildings. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

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

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or 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 Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

ENCLOSURE 7

Regulatory/Public Comments



State of Ohio Environmental Protection Agency

Southwest District

401 East Fifth Street
Dayton, Ohio 45402-2911

TELE: (937)285-6357 FAX: (937)285-6249
www.epa.state.oh.us

Bob Taft, Governor
Bruce Johnson, Lt. Governor
Joseph P. Koncelik, Director

August 30, 2006

Mr. David Moore
Chief, Environmental Division
Department of the Army
Headquarters, 88th Regional Readiness Command
506 Roeder Circle
Fort Snelling, Minnesota 55111-4009

Re: Army Reserve's Request for Ohio EPA Concurrence in Uncontaminated Property Determination for LT Jacob Parrot Memorial USARC

Dear Mr. Moore:

This letter concerns the Army Reserve's August 21, 2006 request that Ohio EPA concur that the LT Jacob Parrot Memorial USARC is uncontaminated property. The Army Reserve's request was made pursuant to requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h)(4) [42 U.S.C. Section 9620 (h)(4)].

Unfortunately, Ohio EPA will not concur that this property is uncontaminated. Due to resource limitations, Ohio EPA will not review the Environmental Condition of Property (ECP) report, which forms the basis of the Army's position that the property is uncontaminated. Available staff resources are already committed to review ongoing projects at current and former Department of Defense sites. Since these projects are being funded and have deadlines that must be met, we can not reassign these staff to review the ECP. Since we do not have the necessary resources to review the ECP, nor verify the information contained in this document, Ohio EPA will not concur that this property is uncontaminated.

In addition, Ohio EPA also will not review the draft Finding of Suitability to Transfer (FOST) for this property. We therefore will not concur in this document, nor will we be submitting comments on the FOST.

MOORE.BBB.WPD

Mr. David Moore
Department of the Army
August 30, 2006
Page 2

Once the Army finalizes documents associated with the transfer of the LT Jacob Parrot Memorial USARC, please forward copies of the documents to Ohio EPA. We would like to maintain a complete file on this site, in case we need this information in the future.

If you have any questions, please contact me at (937) 285-6469.

Sincerely,



Bonnie B. Buthker
DSMOA Program Manager

cc: Cindy Hafner, DERR/CO
Peter Whitehouse, DERR/CO
Archie Lunsey, DERR/NWDO
Lisa Gulbranson, 88th RSC
Russ Ludwig, Hardin County LRA

BBB/br

ENCLOSURE 8

Army Response to Comments

Refer to Amendment #1 of this FOST