

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

Former Walter Reed Army Medical Center

11.85 Acre Public Health Parcel

February 2016

**FINDING OF SUITABILITY TO TRANSFER
(FOST)
Former Walter Reed Army Medical Center
11.85 Acre Public Health Parcel
February 2016**

1.0 PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of a certain parcel at the former Walter Reed Army Medical Center (WRAMC) for transfer to the Children's National Health System 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.

2.0 PROPERTY DESCRIPTION

The property consists of approximately 11.85 acres, which includes 4 buildings. The property was previously used for medical research, administration, and support activities, including conferences, parking, and storage. The property is intended to be transferred to be used for the protection of public health, including research, and is consistent with the intended reuse of the property as set forth in the National Defense Authorization Act for Fiscal Year 2015, Public Law 113-291. A site map of the property is attached (Enclosure 1).

3.0 ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon the Environmental Condition of Property (ECP) Report prepared in December 2006 and supplemented by an ECP Update Report finalized in March 2015. 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).

4.0 ENVIRONMENTAL CONDITION OF PROPERTY

Per the *Standard Classification of Environmental Condition of Property Area Types for Defense Base Closure and Realignment Facilities* (ASTM D5746 - 98(2010)), ECP categories for the property are as follows:

- a. ECP Category 4: 4(4) HS/HR: Polychlorinated Biphenyls (PCB) Release near Building 3
- b. ECP Category 2: 12(2) PS/PR (P) and 13(2) PS/PR (P): Underground Storage Tank (UST) MP-5 and MP-6 Removal at Building 2

- c. ECP Category 1: Remaining areas, including land and building structures on the parcel.

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

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 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.

4.1 ENVIRONMENTAL REMEDIATION SITES

There was one (1) environmental remediation site located on the property: former Transformer Vault 4(4) HS/HR: PCB Release near Building 3. A summary of the environmental remediation site on the property is as follows. There was a release of PCB from the transformer in the former underground vault near the Rumbaugh Garage. Remedial actions included excavation and removal of contaminated soil and groundwater monitoring. The EPA issued a no further action (NFA) letter to WRAMC in August 2006. See Correspondence and US Army Center for Health Promotion and Preventive Medicine, Groundwater consultation, 12 March 2002 for additional information. The no further action letter stipulates that any future deed must include a PCB warning; therefore, the deed will include a PCB Notice and Covenant as identified in Enclosure 7, Environmental Protection Provisions. All environmental soil and groundwater remediation activities on the property have been completed. A summary of the environmental remediation site is also provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4).

4.2 STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Hazardous substances 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 substances 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: Transformer Vault 4(4) HS/HR: PCB Release near Building 3. The release of this hazardous substance 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. A summary of the buildings or areas in which hazardous substance storage, release or disposal occurred is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4). Per the Department of Defense Instruction, Number 4165.72, dated, December 21, 2007, SUBJECT: Real Property Disposal, the

standard CERCLA 120(h)(3) Notice, Description, Access Rights and Covenants clauses as provided at Enclosure 6 will be included in the deed.

4.3 PETROLEUM AND PETROLEUM PRODUCTS

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

- **Current UST/AST Sites** - There are one underground and one above-ground petroleum storage tanks on the property. There is no evidence of petroleum releases from these sites.
- **Former UST/AST Sites** - There were four USTs on the property that have been removed. Petroleum product releases occurred at the following sites: Building 2, UST MP-5, 12(2) PS/PR(P) and Building 2, UST MP-6, 13(2) PS/PR (P). Both of these USTs were removed in 1997. The release of these petroleum products was remediated as part of UST closure. See the Tank Closure Report, UST Removals, and Replacements, Buildings 2 and 54, dated May 1997, and DOEE's Letter of Permanent Tank Closure, Buildings 2 and 54, dated March 2004, for additional information.

A summary of the UST/AST petroleum product activities is provided in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).

4.3.2 NON-UST/AST STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS

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

4.4 POLYCHLORINATED BIPHENYLS (PCB)

There is no evidence that PCB-containing equipment is currently located on the property. The following PCB-containing equipment was located on the property: one vaulted transformer south of Building 52 and one vaulted transformer north of Building 3. Trace amounts of PCBs have been detected in accumulated water in the current transformer vault at Building 52 and on the floor of the mechanical space of Building 54 at levels that do not require remedial action. There is evidence of a release from the former PCB-containing equipment at the following site: Transformer Vault 4(4) HS/HR: PCB Release near Building 3. The PCBs was remediated at the time of the release or as part of the Installation Restoration Program. See the February 2015 ECP Update Report and EPA's NFA letter, dated August 2006, for additional information.

4.5 ASBESTOS

There is friable and non-friable asbestos-containing material (ACM) in the following buildings: 52, 53 and 54. The ACM includes: 9" x 9" vinyl floor tiles, 12" x 12" vinyl floor tiles, vinyl floor tile mastic, carpet mastic, 1' x 1' ceiling tiles, ceiling tile mastic, transite table tops, transite chemical fume hoods, fire stop, roof tiles, plaster (brown coat and white coat), mud for drywall, pipe and duct insulation, pipe fittings, vibration dampers, ceramic tile grout and adhesives, window caulking and

glazing, elevator brakes, bathroom sealant, terrazzo, and fire doors. See February 2015 ECP Update Report and the 2002, 2010, and 2013 ACM surveys for additional information.

Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because the transferee assumes responsibility for abatement or management of any ACM in accordance with applicable federal, state, and local requirements. The deed will include an asbestos notice and covenant (Enclosure 7).

4.6 LEAD-BASED PAINT (LBP)

The following buildings are known or presumed to contain LBP: Buildings 52, 53 and 54. See February 2015 ECP Update Report for additional information. The property was not used for residential purposes and the transferee does not intend to use the property for residential purposes in the future. The deed will include a lead-based paint notice and covenant limited the use of the property for residential purposes (Enclosure 7).

4.7 LEAD-CONTAMINATED DUST

The following building is known to have contained lead contaminated dust: Building 54. Room B030 was used as a research firing range, and Building 54 contains lead infrastructure and a gun unloading drum on the exterior. Lead contaminated dust was remediated to concentrations below 200 $\mu\text{g}/\text{ft}^2$ in Room B030. See closure documentation and details in the February 2015 ECP Update Report. The deed will include a lead-contaminated dust notice and covenant (Enclosure 7).

4.8 RADIOLOGICAL MATERIALS

The following building was used for radiological activities: Building 54. Radiological activities included health physics support, using sealed sources, and medical testing/research, using various radionuclides in sealed and unsealed form. There is no evidence of any release of radiological materials at this building. A radiological field survey was conducted in 2011 at those sites having radiological activities and the survey concluded these areas are suitable for unrestricted use. In 2012, the Nuclear Regulatory Commission released the property for unrestricted use. See the February 2015 ECP Update Report, the Final Status Survey Report, Radiological Characterization/Closure Surveys in Support of BRAC 2005 (April 2012) and Final Characterization Survey Report, Radiological Characterization/Closure Surveys in Support of BRAC 2005 (August 2012) for additional information.

4.9 RADON

Radon surveys were conducted in 2001 in Building 54. Radon was not detected at or above the EPA residential action level of 4 picocuries per liter (pCi/L) in this building.

4.10 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 primarily used as an administrative and medical research center, and there is no record of MEC being discovered on the property or that munitions-related activities occurred 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 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.

4.11 OTHER PROPERTY CONDITIONS

The following conditions also exist on the property: Sodium azide (a preservative found in some medical products) may be present in some metal drain traps in Building 54. Small amounts of sodium azide may have been discharged to a sink, which would be routinely flushed through normal usage, minimizing the potential for sodium azide buildup or allowing crystals to form. There is a potential hazard, if the sink trap is allowed to dry out. The CDC decontamination process for lines potentially contamination with sodium azide may be found at http://www.cdc.gov/niosh/docs/1970/78127_13.html. See February 2015 ECP Update Report, section 6.03 for more information.

5.0 ADJACENT PROPERTY CONDITIONS

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

6.0 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 rights of access to conduct remediation activities if necessary in the future (Enclosure 6).

7.0 REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region 3, the District of Columbia Department of Energy and Environment (DOEE), 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/public comments and the Army Response will be included at Enclosure 9.

8.0 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, dated December 3, 2015. The NEPA analysis identified the following encumbrance: Children’s National Health System will be responsible for compliance with the National Historic Preservation Act and coordination with applicable parties for any modifications to the property pursuant to 36 C.F.R. §800.2(a) and the

Historic Landmark and Historic District Protection Act of 1978 (D.C. Law 2-144, as amended through March 2, 2007).

9.0 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 and the property is transferable under CERCLA section 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the property. The deed will also include the CERCLA 120(h)(3) Notice, Covenant, and Access Provisions and Other Deed Provisions. Finally, the hazardous substance notification (Table 2) shall be included in the deed as required under the CERCLA Section 120(h) and DOD FOST Guidance.

William J. O'Donnell, II
Chief, Reserve, Industrial and
Medical Branch

Date

9 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 – Table 3 -- Notification of Petroleum Product Storage, Release, or Disposal

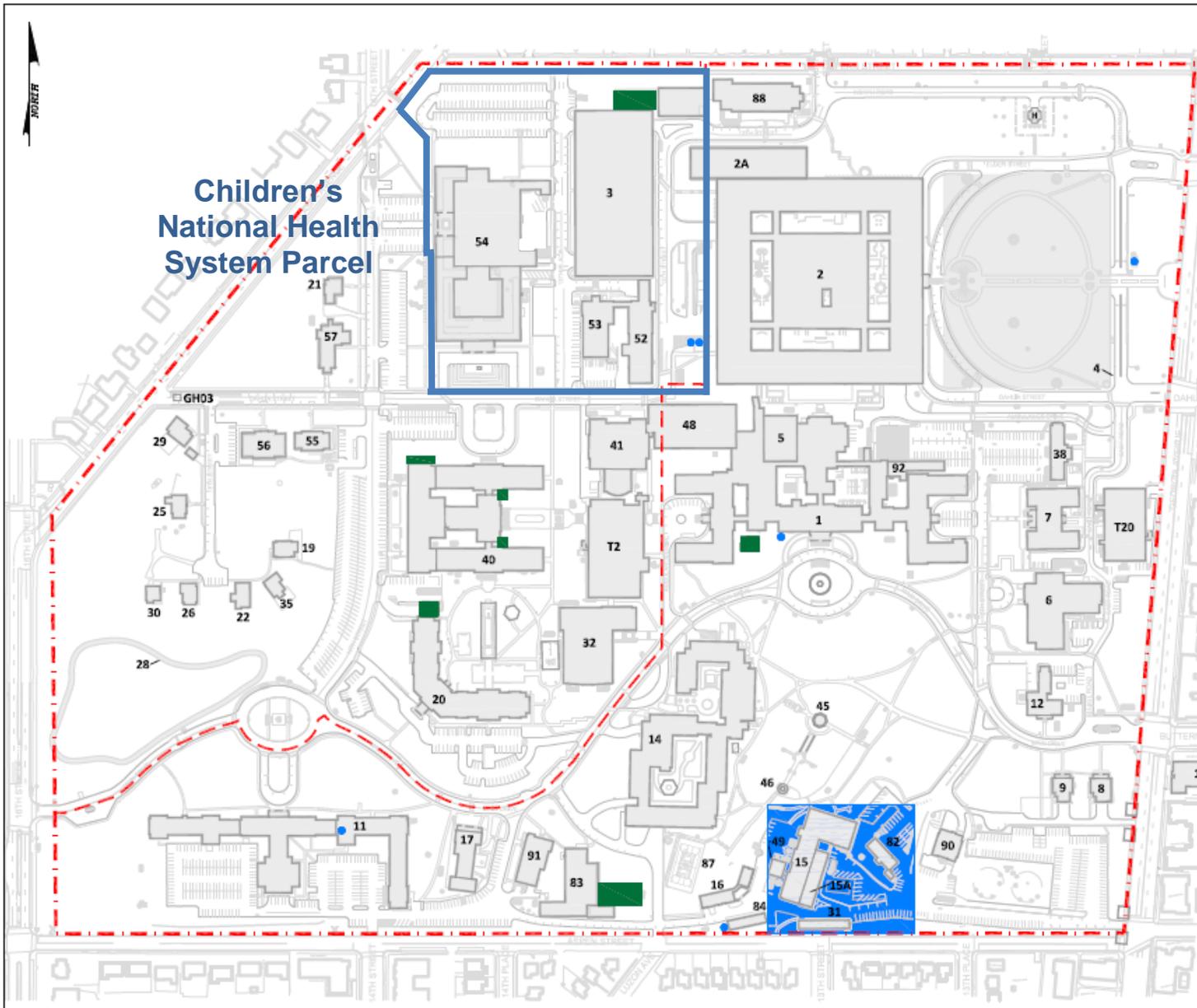
Encl 6 – CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

Encl 7 – Environmental Protection Provisions

Encl 8 – Statement of MEC Removal (if applicable)

Encl 9 – Regulatory/Public Comments and Army Responses

ENCLOSURE 1
SITE MAP OF PROPERTY



LEGEND

- BUILDINGS & STRUCTURES
- PROPERTY BOUNDARY

ECP CATEGORY LEGEND

CATEGORY #	MAP COLOR
1	WHITE
2	BLUE
4	DARK GREEN

FIGURE 8

ENVIRONMENTAL CONDITION OF
PROPERTY CATEGORIES
FORMER WALTER REED ARMY MEDICAL CENTER
WASHINGTON, D.C.



ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

Document	Source
Certificates of Storage Tank Disposal, Building 54, August 1998	Walter Reed Field Activity Caretaker Staff
Tank Closure Report, UST Removals & Replacements, Buildings 2 and 54, WRAMC, Washington, D.C., May 1997	Walter Reed Field Activity Caretaker Staff
Letter of Permanent Tank Closure, Buildings 2 and 54, WRAMC, DDOE, March 2004	Walter Reed Field Activity Caretaker Staff
U.S. Army BRAC 2005 Environmental Condition of Property Report, Walter Reed Army Medical Center, Main Post, Washington, D.C., December 2006	Walter Reed Field Activity Caretaker Staff
Final Historical Site Assessment and Addendum to Environmental Condition of Property, Walter Reed Army Medical Center, Washington, D.C., January 2007	Walter Reed Field Activity Caretaker Staff
Notice of SEP Completion Report Acceptance, In the Matter of: United States Department of the Army, Consent Agreement and Order, USEPA, November 2007	Walter Reed Field Activity Caretaker Staff
Sampling and Analysis of Radon, Medical Center Main Post and Forest Glen Annex, WRAMC, May 2008	Walter Reed Field Activity Caretaker Staff
Phase I Initial Facility Assessment, Building 54, Armed Forces Institute of Pathology, Walter Reed Army Medical Center, Washington, D.C., May 2011	Walter Reed Field Activity Caretaker Staff
Environmental Clearance Reports, Decontamination & Decommissioning, Building 54, Armed Forces Institute of Pathology, Walter Reed Army Medical Center, January 2012	Walter Reed Field Activity Caretaker Staff
Biennial Hazardous Waste Report, Former Walter Reed Army Medical Center, February 2012	Walter Reed Field Activity Caretaker Staff
Spill Prevention, Control and Countermeasure Plan, Former Walter Reed Army Medical Center (FWRAMC), Building 12, Washington, D.C., February 2012	Walter Reed Field Activity Caretaker Staff
Fume Hood and BSC Locations, WRAMC, March 2012	Walter Reed Field Activity Caretaker Staff
Final Status Survey Report, Radiological Characterization/Closure Surveys In Support of BRAC 2005, Walter Reed Army Medical Center, Main Post, Washington, D.C., April 2012	Walter Reed Field Activity Caretaker Staff
Phase II Facility Characterization Assessment Report, Building 54, Armed Forces Institute of Pathology, Former Walter Reed Army Medical Center, Washington, D.C., June 2012	Walter Reed Field Activity Caretaker Staff
Department of the Army License Amendment and Release For Unrestricted Use, U.S. Nuclear Regulatory Commission, June 2012	Walter Reed Field Activity Caretaker Staff
EPA Form 8700-12 (RCRA Subtitle C Site Identification Form), WRAMC, June 2012	Walter Reed Field Activity Caretaker Staff

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

Document	Source
Equipment Decontamination Certifications, Buildings 2 and 54, WRAMC, August 2012	Walter Reed Field Activity Caretaker Staff
Final Characterization Survey Report, Radiological Characterization/Closure Surveys In Support of BRAC 2005, Walter Reed Army Medical Center, Main Post, Washington, D.C., August 2012	Walter Reed Field Activity Caretaker Staff
Mothballing Walter Reed Buildings, District of Columbia Water and Sewer Authority, October 2012	Walter Reed Field Activity Caretaker Staff
Greenhouse Gas Emission Summary, 2013	Walter Reed Field Activity Caretaker Staff
Case Closed Letter, Coal Tar Sealants, WRAMC, DDOE, October 2013	Walter Reed Field Activity Caretaker Staff
Letter of Permanent Tank Closure, 20,000-Gallon Diesel Tank at Building 2, WRAMC, DDOE, November 2013	Walter Reed Field Activity Caretaker Staff
NPDES Permit Termination Letter, USEPA, March 2014	Walter Reed Field Activity Caretaker Staff
WRAMC Quarterly Discharge Monitoring Reports, NPDES Permit DC0000361, March 2014	Walter Reed Field Activity Caretaker Staff
The Former Walter Reed Army Medical Center Annual Programmatic Agreement Status Report for 2013, April 2014	Walter Reed Field Activity Caretaker Staff
Environmental Assessment for Closure, Disposal, and Reuse of Walter Reed Army Medical Center, Washington D.C., April 2014	Walter Reed Field Activity Caretaker Staff
Environmental Condition of Property Report Update, Former Walter Reed Army Medical Center, Washington D.C., January 2015	Walter Reed Field Activity Caretaker Staff
WRAMC Field Staff Recurring Environmental Reports, January 2015	Walter Reed Field Activity Caretaker Staff
Elevator and Lift Status Report, WRAMC, Washington D.C., January 2015	Walter Reed Field Activity Caretaker Staff
Building 3 EPA Concurrence Letter, WRAMC, Washington DC, August 2006	Walter Reed Field Activity Caretaker Staff

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Entire Property, excluding areas described below	Refer to Site Map – Public Health Parcel	1	None Required.
Building 3 Transformer vault 4(4) HS/HR	Refer to Site Map – Public Health Parcel	4	There was a release of PCB from the transformer in the underground vault near the Rumbaugh Garage. Remedial actions included excavation and removal of contaminated soil and groundwater monitoring. The EPA issued a no further action letter to WRAMC in August 2006. See Correspondence and US Army Center for Health Promotion and Preventive Medicine, Groundwater consultation, 12 March 2002 for additional information. The deed will include a PCB Notice and Covenant.
Building 52 Transformer vault	Refer to Site Map – Public Health Parcel	1	Trace amounts of PCB have been detected in accumulated water in the transformer vault south of Building 52. There is no evidence of a release and no remedial action is required. Any water removed from the vault should be characterized and disposed of properly in accordance with federal, state, and local requirements.
Building 54 Recycling Center	Refer to Site Map – Public Health Parcel	1	The solvent recycling center stored xylene in amounts greater than the CERCLA reportable quantity (100 pounds). There is no evidence of a release. The recycling center discontinued operations in 2010.
Building 54 Metal drain traps	Refer to Site Map – Public Health Parcel	1	Sodium azide (a preservative found in some medical products) may be present in some metal drain traps. Small amounts of sodium azide may have been discharged to a sink, which would be routinely flushed through normal usage, minimizing the potential for sodium azide buildup or allowing crystals to form. There is a potential hazard, if the sink trap is allowed to dry out. The CDC decontamination process for lines potentially contamination with Sodium Azide: may be found at http://www.cdc.gov/niosh/docs/1970/78127_13.html . See 2015 ECP, section 6.03 for more information.

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Building 54-East UST MP-7 14(2) PS/PR(P)	Refer to Site Map – Public Health Parcel	1	None Required. This 2,000-gallon UST was removed in 1996. There is no evidence of a release. DDOE concurred with clean closure in 2004.
Building 2 UST MP-5 12(2) PS/PR(P)	Refer to Site Map – Public Health Parcel	2	Complete. This 10,000-gallon UST was removed in 1997. All remedial actions were completed at the time of removal. DDOE concurred with NFA in 2004. This UST was replaced with UST MP-28.
Building 2 UST MP-6 13(2) PS/PR(P)	Refer to Site Map – Public Health Parcel	2	Complete. This 10,000-gallon UST was removed in 1997. All remedial actions were completed at the time of removal. DDOE concurred with NFA in 2004. This UST was replaced with UST MP-28.
Building 2 UST MP-28	Refer to Site Map – Public Health Parcel	2	This 20,000-gallon UST replaced USTs MP-5 and MP-6. There is no evidence of a release. DDOE concurred with clean closure in 2013.
Building 54-East UST MP-29	Refer to Site Map – Public Health Parcel	1	None required. This is an active 2,500-gallon UST. There is no evidence of a release.
Building 54 AST	Refer to Site Map – Public Health Parcel	1	None Required. This is an active AST. There is no evidence of a release.

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

Site ID/ Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 3 Transformer Vault 4(4) HS/HR	PCBs	1992	There was a release of PCB from the transformer in the underground vault near the Rumbaugh Garage. Remedial actions included excavation and removal of contaminated soil and groundwater monitoring. The EPA issued a no further action letter to WRAMC in August 2006. See Correspondence and US Army Center for Health Promotion and Preventive Medicine, Groundwater consultation, 12 March 2002 for additional information for additional information. The deed will include a PCB Notice and Covenant. The letter stipulates that any future deed must include a PCB warning.
Building 52 Transformer Vault	PCBs	2006	None Required. Trace amounts of PCBs have been identified in accumulated water in the transformer vault south of Building 52. The accumulated water should be disposed of properly, following local, state, and federal regulations. No evidence of a past release.
Building 54 Recycling Center	Xylene	Unknown - 2010	Building 54 maintained a solvent recycling center in the hazardous waste storage area until 2010. During operation, the quantity of xylene stored was greater than the CERCLA reportable quantity of 100 pounds. The solvent recycling center is no longer in operation. No known releases.
Building 54 Metal Drain Traps	Sodium Azide	N/A	Sodium azide (a preservative found in some medical products) may be present in some metal drain traps. Small amounts of sodium azide may have been discharged to a sink, which would be routinely flushed through normal usage, minimizing the potential for sodium azide buildup or allowing crystals to form. There is a potential hazard, if the sink trap is allowed to dry out. The CDC decontamination process for lines potentially contamination with sodium azide: may be found at http://www.cdc.gov/niosh/docs/1970/78127_13.html . See February 2015 ECP Update, section 6.03 for more information.

* 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 (whichever 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.

ENCLOSURE 5

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

Site ID/ Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Building 54-East UST MP-7 14(2) PS/PR(P):	Diesel	Removed 1996	None Required. This 2,000-gallon UST was removed in 1996. There is no evidence of a release. DDOE concurred with clean closure in 2004.
Building 2 UST MP-5 12(2) PS/PR(P)	Diesel	Removed 1997	Complete. This 10,000-gallon UST was removed in 1997. All remedial actions were completed at the time of removal. DDOE concurred with NFA in 2004. This UST was replaced with UST (MP-28).
Building 2 UST MP-6 13(2) PS/PR(P)	Diesel	Removed 1997	Complete. This 10,000-gallon UST was removed in 1997. All remedial actions were completed at the time of removal. DDOE concurred with NFA in 2004. This UST was replaced with UST MP-28.
Building 2 UST MP-28	Diesel	Removed 2013	This 20,000-gallon UST replaced USTs MP-5 and MP-6. There is no evidence of a release. DDOE concurred with clean closure in 2013.
Building 54-East UST MP-29	Diesel	Installed in 1996. Currently active.	None required. This is an active 2,500-gallon UST. There is no evidence of a release.
Building 54 AST	Diesel	Currently active	None Required. This is an active AST. There is no evidence of a release.

ENCLOSURE 6

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

I. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the GRANTOR provides the following notice, description, and covenants and retains the following access rights:

A. Notice Pursuant to Sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to sections 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Enclosure 4 [**Include FOST Table 2 – Notification of Hazardous Substance Storage, Release and Disposal, as a deed exhibit.**], attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Enclosure 4 [**Include FOST Table 2 – Notification of Hazardous Substance Storage, Release and Disposal, as a deed exhibit**], attached hereto and made a part hereof.

C. Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)):

Pursuant to sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)), the United States warrants that -

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this deed, and

(b) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, 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 or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

II. OTHER DEED PROVISIONS:

A. "AS IS" CONDITION

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 quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds shall be considered.

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 condition of the Property including, without limitation, any asbestos, lead-based paint, mold, pesticides, PCBs, 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 shall not constitute grounds for any claim or demand against the GRANTOR.

Nothing in this “As Is’ Condition” provision shall be construed to modify or negate the GRANTOR’s obligation under the “Covenant Pursuant to Section 120(h)(3)(A)(i) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i) and (B))” or any other statutory obligations.

B. INDEMNIFY AND HOLD HARMLESS

To the extent authorized by 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 or assigns, and (2) any and all claims, damages, and judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, mold, pesticides, PCBs, or other condition on the Property after the date of the conveyance herein.

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, mold, pesticides, or PCBs, or other condition on any portion of the Property.

Nothing in this “Indemnify and Hold Harmless” provision shall be construed to modify or negate the GRANTOR’s obligation under the “Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))” or any other statutory obligations.

C. POST-TRANSFER DISCOVERY OF CONTAMINATION AND RELEASE OF LIABILITY

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 GRANTOR's activities, use or ownership of the Property, the GRANTEE shall immediately secure the site and notify the GRANTOR of the existence of the release or threatened release of the hazardous substance and the GRANTEE, its successors and assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the GRANTOR.

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 person other than the GRANTOR after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination and Release of Liability" 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)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))".

D. 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 Enclosure 7, attached hereto and made a part hereof, and shall require the said provisions be included in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof .

ENCLOSURE 7

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be 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. POTABLE GROUNDWATER RESTRICTION

The United States Department of the Army has undertaken careful environmental study of the Property and concluded that this groundwater restriction is required to ensure protection of human health and the environment. The GRANTEE, its successors and assigns, shall not undertake nor allow any activity on, or use of, the Property that would violate the said ground water restriction. The GRANTEE is hereby informed and acknowledges that the ground water under the Property has detected levels of PCBs above drinking water standards. The GRANTEE, its successors and assigns, shall not access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army (hereinafter "Army"), the U.S. Environmental Protection Agency (hereinafter "EPA") Region 3, and the District of Columbia Department of Energy and Environment (hereinafter "DOEE"). For the purpose of this restriction, "ground water" shall have the same meaning as in Section 101(12) of CERCLA, as amended.

Nothing contained in this groundwater restriction 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 environmental response or corrective action as would be necessary to allow for a use of the groundwater otherwise prohibited by this groundwater restriction. Prior to any such use of the groundwater, the GRANTEE shall consult with and obtain the approval of the Army, EPA Region 3, and the DOEE. Upon the GRANTEE's obtaining all such approvals, the GRANTOR agrees to prepare, execute, and provide to the GRANTEE an instrument modifying or terminating, as appropriate, the groundwater restriction set forth herein. The recordation of any such instrument shall be the responsibility of the GRANTEE and shall be accomplished at no additional cost to the GRANTOR.

The GRANTEE, its successors and assigns shall submit any requests for modification or termination of the groundwater restriction set forth herein to the Army, EPA Region 3, and the DOEE by first class mail, postage prepaid, addressed as follows:

Army:

BRAC Division
Assistant Chief of Staff for Installation Management
ATTN: DAIM-ODB
600 Army Pentagon
Washington, DC 20310-0600

Copy Furnished:

Chief, Real Estate Division
Attn: CENAB-RE-M (7th Floor)
Baltimore District, U.S. Army Corps of Engineers
P.O. Box 1715
Baltimore, MD 21203-1715

EPA Region 3:

U.S. Environmental Protection Agency
Region 3
Office of Environmental Programs
1650 Arch Street
Philadelphia, PA 19103-2029

DOEE:

Department of Energy and Environment
District of Columbia
1200 First Street, NE
Washington, DC 20002

2. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT – WARNING!

The GRANTEE is warned that the Property contains friable and non-friable asbestos or asbestos-containing materials (“ACM”). Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The GRANTEE acknowledges that it has inspected, or has had the opportunity to inspect, the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The following buildings on the Property contain friable asbestos: Buildings 52, 53, and 54. Notwithstanding the foregoing notice, 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 and ACM hazards or concerns.

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 ACM or is or is not safe for a particular purpose. The failure of the GRANTEE to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the GRANTOR.

The description of the Property set forth in the Finding of Suitability to Transfer and any other information provided to the GRANTEE with respect to the Property is based on the best information available to the U.S. Department of the Army and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of any agreement between the GRANTOR and GRANTEE, or any claim by the GRANTEE against the GRANTOR including, without limitation, any claim for allowance, refund, or deduction from the purchase price or other consideration for the conveyance herein.

The GRANTOR assumes no liability for damages for personal injury, illness, disability, or death, to the GRANTEE, or to the GRANTEE's successors, assigns, employees, invitees, or any other person subject to GRANTEE's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Property, whether the GRANTEE, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The GRANTEE further covenants and agrees that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws relating to asbestos and to be responsible for performing any future remediation or abatement of asbestos and ACM found to be necessary on the Property including, but not limited to, asbestos or ACM in or on buried pipelines, at no expense to the GRANTOR.

3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT AND COVENANT LIMITING THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The GRANTEE is hereby informed and does acknowledge that 52, 53, 54 buildings located on the Property are known or presumed to contain lead-based paint.

The GRANTEE hereby affirms receipt of the lead-hazard information pamphlet required under 15 U.S.C. § 2696.

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

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

4. NOTICE AND COVENANT OF LEAD-CONTAMINATED DUST

Room B030 in Building 54 was used as a research firing range, and Building 54 contains lead infrastructure and a gun unloading drum on the exterior. Lead contaminated dust was remediated to concentrations below 200 µg/ft² in Room B030. The GRANTEE, its successors and assigns are hereby notified and acknowledge that additional remediation of lead-contaminated dust may be necessary to allow for a particular use of said Building 54 or to comply with applicable law or regulations. The GRANTEE, for itself, its successors and assigns hereby covenants and agrees to be solely responsible for the cost of any such additional remediation of lead-contaminated dust that may be required in Building 54 after the date of the conveyance herein.

5. PCB NOTICE AND COVENANT

The GRANTEE is hereby informed and does acknowledge that all equipment containing polychlorinated biphenyls (PCBs), including equipment located in one transformer vault south of Building 52 and one transformer vault north of Building 3, has been removed from the Property. Any PCB contamination related to such equipment has been properly remediated prior to the conveyance herein. PCBs are present on the Property in an amount that is below the CERCLA reportable quantity and no remedial action is required at the following location: Water accumulations in the transformer vault south of Building 52 contains trace amounts of PCB. Any water removed from this vault must be characterized, managed, and disposed of in accordance with all applicable federal, state, and local requirements. Enclosure 4 [**include FOST Table 2 – Notification of Hazardous Substance Storage, Release and Disposal at Enclosure 4, as a deed exhibit.**] hereto contains additional information related to PCBs on the Property.

The GRANTEE, for itself, its successors and assigns covenants and agrees that its management and disposal of any wastes containing PCBs generated on the Property through the

removal of water that has accumulated in the said transformer vaults shall be in compliance with all applicable laws and regulations.

The GRANTEE for itself, its successors and assigns covenants and agrees that if the GRANTEE takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil, water, or encapsulated surfaces that may expose, or cause a release of, a threatened release of, or an exposure to PCBs, the GRANTEE assumes all responsibility and liability therefore.

The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to the presence of PCBs and PCB-containing equipment and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the condition of the Property with respect to any PCB hazards or concerns.

6. PESTICIDE NOTICE AND COVENANT

The GRANTEE is hereby notified and acknowledges that registered pesticides have been applied to the Property 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.

The GRANTEE hereby 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 therefore.