



**FINDING OF SUITABILITY TO TRANSFER  
(FOST)  
RED RIVER ARMY DEPOT  
WESTERN EXCESS PROPERTY  
TEXARKANA, TEXAS**

**WEST PARCEL**

**FOR  
RED RIVER ARMY DEPOT  
ENVIRONMENTAL DIVISION**



**May 2015**

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

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**1. PURPOSE**

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of certain parcels or property at Red River Army Depot (RRAD), Western Excess Property (WEP) – West Parcel for transfer, in as-is condition, by public sale 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 (Enclosure 4) necessary to protect human health or the environment after such transfer.

**2. PROPERTY DESCRIPTION**

The WEP-West Parcel is situated on the west side of Walnut Road and comprises approximately 311 acres of undeveloped land/forest management area, hereinafter referred to as the “Property.” There are no buildings on the Property. The Property is used for commercial logging. The Property is intended to be transferred through the General Services Administration public sale process and is consistent with the intended reuse of the Property as set forth in the Red River Redevelopment Authority Reuse Plan (RKG Associates, 2007). A site map of the Property is attached in Enclosure 1.

**3. ENVIRONMENTAL CONDITION OF PROPERTY**

The DOD Environmental Condition of Property (ECP) category for the property is ECP Category 1. A summary of the ECP categories for this parcel is provided in Table 1 – Identification of Property and Environmental Condition (Enclosure 3). A complete list of documents providing information on environmental conditions of the property is attached (Enclosure 2). The information provided is a result of a complete search of agency files, interviews, and a site characterization during the development of these environmental surveys.

**3.1. Environmental Remediation Sites**

There are no environmental remediation sites located on the property. The Former AOC 10(7) HRPR is a 10.65-acre site that was suspected to be a disposal site on the property. The RRAD WEP Site Characterization Report concluded that AOC 10(7) HRPR was not used historically as a disposal

area based on the lack of evidence during both the geophysical investigation and test pit excavations. No further investigation was recommended. TCEQ approved no further action (NFA) on August 29, 2008. Also, TCEQ concurred with re-classifying the area from Category 7, areas that are unevaluated or require additional evaluation, to Category 1, areas where no release or disposal of hazardous substances or petroleum products or their derivatives has occurred, and to which there has been no mitigation of such substances from adjacent areas, on February 10, 2015.

A summary of the environmental investigation site is provided in *Table 1 – Identification of Property and Environmental Condition* (Enclosure 3).

### **3.2. Storage, Release, or Disposal of Hazardous Substances**

There is no evidence that hazardous substances were stored for one year or more, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities. The CERCLA 120(h)(4) Covenant and Access Rights at Enclosure 4 will be included in the Deed.

### **3.3. Petroleum and Petroleum Products**

#### **3.3.1. Underground and Aboveground Storage Tanks (UST/AST)**

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

#### **3.3.2. 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.

### **3.4. Polychlorinated Biphenyls (PCB)**

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

### **3.5. Radiological Materials**

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

### **3.6. Radon**

There were no radon surveys conducted on the property. A radon survey was conducted at RRAD in 1989. Radon was not detected above the U.S. Environmental Protection Agency (USEPA) residential action level of 4 picocuries per liter (pCi/L) in the buildings tested (USACE, 1998).

### **3.7. 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. With the exception of several food plots (manmade areas for wildlife feeding) constructed in 1995, the property has remained undeveloped since 1941. The forested areas on the property are harvested for timber. In addition, there is no record 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., 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.

### **3.8. Other Property Conditions**

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

## **4. ADJACENT PROPERTY CONDITIONS**

**4.1.** The following other potentially hazardous conditions exist on adjacent property:

**4.1.1. Kerosene Spill Site, 8(2) PR.** An offsite kerosene spill of unknown origin flowed downstream across the installation boundary onto the WEP immediately south of the West Parcel. The spill reportedly occurred in the mid-1990s. RRAD personnel observed a sheen of unknown substance on the surface stream, later identified as kerosene. RRAD personnel contained the kerosene by deploying absorbent in the stream to stop downstream migration and used a vacuum truck to remove the product. It was estimated that the kerosene migrated approximately 200 feet downstream on the RRAD WEP. Interviews conducted during the ECP indicated that no known information or documentation of the incident exists (RRAD BEC, 2006). Sediment samples were collected during the site characterization investigation and no semi-volatile organic compounds (SVOCs) were detected (ELM, 2008). TCEQ approved NFA on August 29, 2008.

**4.1.2. Former Maintenance Shed AOC, 9(7) HRPR** – The shed site was first identified during review of a 1949 aerial photograph that showed structures northeast of a possible hay bailing operation in the WEP – East Parcel (URS, 2006). The structures were located on the east side of Walnut Road and were considered a possible storage area for affiliated operations machinery and a temporary maintenance shed, though activities that took place at these structures could not be verified.

The 2007 RFA recommended confirmatory sampling (RRAD, 2007). Six surface and six subsurface soil samples were collected in 2007 during the site characterization (ELM, 2008). The samples were analyzed for volatile organic compounds (VOCs), SVOCs and metals. Ten additional step-out surface and subsurface soil samples were collected. All samples were collected on approximate 50-foot centers from an area believed to be the site location, later discovered to be north and east of that location. Lead and mercury were detected in the samples at concentrations exceeding background and

residential protective concentration levels (PCLs). The remaining analytes were not detected or were below background and residential PCLs. A source area was not identified. The site characterization report recommended further investigation of the lead and mercury concentrations in soil.

Additional soil and groundwater sampling was conducted in 2010 during the Remedial Investigation (RI). Twenty surface and five subsurface soil samples were collected and 51 additional soil samples were screened for lead using x-ray fluorescence (XRF). Twelve of the 51 XRF samples were sent to a laboratory for confirmatory lead analysis. Several metals were detected in surface and subsurface soil at concentrations greater than background but less than preliminary screening values. Five monitoring wells were installed (one cluster and two downgradient) and groundwater samples were analyzed for RCRA metals. Lead was not detected above background in the groundwater samples; however, selenium was reported in four samples at concentrations exceeding background (260 micrograms per liter ( $\mu\text{g/L}$ )). Sample concentrations of selenium ranged from 240 to 350  $\mu\text{g/L}$ . The pattern of lead concentrations in soil suggested the source may be aerial deposition from non-point sources, i.e., historic refuse burning or leaded fuel from highway traffic north of the site.

The human health and ecological risk assessment conducted during the RI concluded that no unacceptable risks to human and environmental receptors were present under current or future land uses (USACE, 2011). The RI report recommended NFA. TCEQ approved NFA on May 25, 2011.

**4.1.3. Northwest Surveillance Function Test Range (RRAD-008-R-01), 3(6) HRX.** This Munitions Response Site (MRS) was an approximately 22-acre test range located an estimated 600 feet south of the WEP-West Parcel. The Army conducted functional tests of stationary munitions on this range as part of its surveillance program from 1953 to 1960.

The Army conducted two munitions responses at this MRS. These responses included the removal of munitions and munitions debris from the 4.0 acres comprising the secondary test pad and a survey of transects that made up approximately 10 percent of the MRS. During these responses, the Army recovered seven munitions and removed munitions debris from the surface. The MEC recovered included M38 Base Detonating Fuzes and M125 Flare illumination candles. Subsurface anomalies were not detected in the acreage that made up the stationary test pad or the survey transects. Based on the munitions response conducted and the range's use for surveillance activities, the Army believes the likelihood of encountering MEC on this MRS is very low (USACE, 2011). Sampling results indicated that there are no unacceptable risks to human and environmental receptors present under current or future land uses. TCEQ approved NFA for this MRS on May 25, 2011.

**4.1.4. Igloo A7-07 Explosion Site, 5(6) HRX (MRS).** On August 21, 1996, Igloo A7-07 caught fire and exploded. Inventory records showed the igloo contained almost 48,000 pounds of explosive weight from the contents of approximately 50,000 propellant charges, 36 bomb fuzes, 108 inert 105MM M1 cartridges and 5,681 105MM HE cartridges. A 1996 Industrial Operations Command Board of Investigations Report indicated that the stored propellant became unstable and spontaneously combusted resulting in a fire igniting black powder charge assemblies. Igloo material and debris were removed to the High Explosive Burning Grounds for demilitarization and were certified explosive-free for Defense Reutilization and Marketing Office (DRMO) disposal. The explosion site encompassed 4.80 acres and is located in Igloo Area A.

Surface soil in the blast area was sampled in 2009 during the RI and it was concluded there was no risk to human and ecological receptors (USACE, 2011). TCEQ approved NFA on May 25, 2011.

**4.1.5. Ordnance Training Center (OTC) Hazardous Waste Landfill (OTC Burial Site RRAD-04), 4(4) HR.** The closed Resource Conservation and Recovery Act (RCRA) - permitted OTC Landfill is located in the WEP on the east side of Walnut Road (WEP – East Parcel). The landfill site occupies approximately 9.08 acres and parts of the area were used as a sewage treatment plant, an industrial batch waste treatment plant and a drum storage area from 1942 to 1972. From 1972 to 1982, containerized compounds including solvents, pentachlorophenol and heavy metals were disposed in four unlined burial pits in the OTC Landfill. A RCRA cap was installed over the landfill in 1983 and the landfill was certified as closed on December 23, 1983 with 30 years of post-closure care required. A deed recordation for the OTC Area closure that restricted groundwater use and excavation activities was completed on December 2, 1986.

The current Compliance Plan (CP-50178) and the associated Waste Permit (HW-50178) were issued on June 11, 2001. The Corrective Action System at the OTC Landfill is a plume management zone (PMZ) that was approved on March 31, 2006. The PMZ encompasses approximately 280 acres and chemicals of concern within the PMZ are chlorinated hydrocarbons. The Compliance Plan requires annual monitoring. Modifications to the Compliance Plan were issued on May 18, 2004, April 20, 2005, August 30, 2005, March 31, 2006, February 12, 2008, June 27, 2008 and December 14, 2012.

**4.2.** The presence of these hazards on adjacent property do not present an unacceptable risk to human health and the environment because, with the exception of the OTC Landfill, TCEQ has approved NFA for these sites. The selected remedy for soil and groundwater at the OTC Landfill has been implemented. The site locations are shown on Figure 2 (Enclosure 1).

## **5. ENVIRONMENTAL REMEDIATION AGREEMENTS**

RCRA Permit No. 50178 is applicable to the property. RRAD is a large quantity generator (USEPA ID No. TXD3213380738) and is authorized by RCRA Permit (HW-50178) to treat, store and dispose of hazardous waste. All remediation activities on the Property, required by such agreements or orders, are completed or in place. The deed will include a provision reserving the Army's right to conduct remediation activities (Enclosure 4).

## **6. REGULATORY/PUBLIC COORDINATION**

The TCEQ 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 5.

## **7. 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 for Disposal and Reuse of Lone Star*

*Army Ammunition Plant and Red River Army Depot, Texas* (USACE, 2008). There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment. See *Finding of No Significant Impact, BRAC 05 Realignment of Red River Army Depot and Lone Star Army Ammunition Plant* (LSAAP/RRAD, 2010).

## **8. 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) 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.

**WILLIAM J. O'DONNELL, II**  
Chief, Reserve, Industrial and Medical Branch  
Army Base Realignment and Closure Division

5 Enclosures

Encl 1 -- Site Maps of Property

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Identification of Property and Environmental Conditions

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

Encl 5 -- Responsiveness Summary

**ENCLOSURE 1**

**SITE MAP OF PROPERTY**

**Public Sale Parcel  
(Western Excess Parcel - West Parcel)**

## ENCLOSURE 2

### ENVIRONMENTAL DOCUMENTATION

Dames and Moore. 1984. *Ground-Water Quality Assessment, OTC Area*. August 16.

ELM Consulting, LLC. 2008. *Site Characterization Report, Revision: 3, Red River Army Depot West Excess Property, Texas*. April 29.

Lone Star Army Ammunition Plant / Red River Army Depot. 2010. *Finding of No Significant Impact, BRAC 05 Realignment of Red River Army Depot and BRAC 05 Closure of Lone Star Army Ammunition Plant*. April 21.

Parsons Engineering Science, Inc. (Parsons). 2000. *Draft Final Data Summary Report for Miscellaneous Sites, Volume I Report*. April.

Parsons. 2005. *Corrective Measures Implementation Plan for the Ordnance Training Center Area, Red River Army Depot, Texarkana, Texas*. September.

RGK Associates, Inc. 2007. *Lone Star / Red River Reuse Master Plan*. April.

Red River Army Depot (RRAD). 2007. *RCRA Facility Assessment for Areas of Concern in the West Excess Property at Red River Army Depot*.

RRAD. 2011. *Memorandum, Subject: Environmental Condition of Property (ECP) Update for the West Excess Property (WEP) at Red River Army Depot (RRAD)*. June 7.

RRAD. 2015. *Environmental Condition of Property Update for the West Parcel at Red River Army Depot Western Excess Property*. March 2.

Tetra Tech NUS. 2003. *Site Investigation Data Report – OTC Landfills*. May.

TCEQ. 2012. *Hazardous Waste Permit No. HW-50178, EPA ID No. TX3213820738, ISWR No. 67004*. December.

URS Corporation (URS). 2006. *U.S. Army BRAC 2005 Environmental Condition of Property Report, Red River Army Depot, Texarkana, TX*. November 30. Final.

United States Army Toxic and Hazardous Materials Agency (USATHAMA). 1978. *Installation Assessment of Red River Army Depot, Texarkana, Texas, Record Evaluation Report No. 125*. July.

United States Center for Health Promotion and Preventative Medicine (USACHPPM). 1996. *Executive Summary Hazardous and Medical Waste Study No. 37-EF-5698-97, Relative Risk Site Evaluation, Red River Army Depot*. December 9.

U.S. Army Corps of Engineers, Mobile District. 2008. *Final Environmental Assessment for Disposal and Reuse of Lone Star Army Ammunition Plant and Red River Army Depot, Texas*. October.

U.S. Army Corps of Engineers, Omaha District (USACE). 2011. *Draft-Final West Excess Property Remedial Investigation, Red River Army Depot, New Boston, Texas*. April.

USACE, Fort Worth District. 2012. *Red River Army Depot Compliance Plan No. CP-50178, Ordnance Training Center (OTC) Area, Sludge Drying Beds, 2012 Semi-Annual Report*. July.

**ENCLOSURE 3**

**TABLE 1 – DESCRIPTION OF PROPERTY**

<b>Building Number and Property Description</b>	<b>EBS Parcel Designation</b>	<b>Condition Category</b>	<b>Remedial Actions</b>
Open, undeveloped land	1(1)	1	None
Formerly suspected disposal site located in the West Parcel (10.65 acres)	10(7)HRPR, revised to 1(1)	1	Site characterization included geophysical survey along three trenches and 29 test pits excavated (ELM, 2008). No metallic anomalies identified in trenches and no soil disturbance noted in test pits. TCEQ approved no further action on August 29, 2008.

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: Area where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred and removal or remedial actions, or both, are under way, but all required actions have not yet been taken.

Category 6: Area where release, disposal, or migration, or some combination thereof, of hazardous substances has occurred, but required response actions have not yet been initiated.

Category 7: An area or parcel of real property that is unevaluated or requires additional evaluation.

## ENCLOSURE 4

### 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. 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 covenants 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.

## **II. OTHER DEED PROVISIONS:**

### **1. “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.

### **2. 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.

### **3. POST-TRANSFER DISCOVERY OF CONTAMINATION**

A. If an actual or threatened release of a hazardous substance 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 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.

### **4. PESTICIDE NOTICE AND COVENANT**

The Grantee is hereby notified and acknowledges that registered pesticides and herbicides 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 or herbicide 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 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 that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

## **ENCLOSURE 5**

### **RESPONSIVENESS SUMMARY**

During the 30-day public notice period, 30 March to 29 April 2015, there were no public comments received.