

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

**Watts-Guillot Memorial
United States Army Reserve Center (TX072)
2800 West 15th Street
Texarkana, TX 75501**

April 2015

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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 the United States Army Reserve (USAR) Center, located at 2800 West 15th Street, in Texarkana, Texas for transfer to the Red River Development 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 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 7.0 acres, which includes two buildings (an Administration Building and Organizational Maintenance Shop (OMS)) and approximately 4.7 acres of undeveloped land and landscaped areas. The property was previously used for administrative, storage, and equipment/vehicle maintenance activities. The property is intended to be transferred to the Texarkana College for use as a construction trades education center and is consistent with the intended reuse of the property as set forth in the U.S. Department of Education 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 (ECP) Report dated February 14, 2007 and an ECP Update dated December 2012. The information provided is a result of a complete search of agency files during the development of these environmental surveys.

A complete list of documents providing information on environmental conditions of the property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) categories for the property are as follows:

ECP Category 1: Entire Property

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. The CERCLA 120(h)(4) Covenant and Access Rights at Enclosure 6 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

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

- **Current UST/AST Sites** – There is one inactive, unregulated underground storage tank and no above-ground petroleum storage tanks (UST/AST) on the property. There is no evidence of petroleum releases from this site. See the 2007 ECP for additional information. See the 2007 ECP report for additional information.

- **Former UST/AST Sites** - There was one underground and no above-ground petroleum storage tanks (UST/AST) on the property that have been removed or closed in place. There is no evidence of petroleum releases from this site. See the 2007 ECP and visit www.tceq.texas.gov/permitting/registration/pst/Am_I_Regulated.html for additional information. There is no evidence of petroleum releases from this site.

A summary of the UST/AST petroleum product activities is provided in Table 2 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 4).

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)

The following equipment is located on the property and may contain PCB: three pole mounted transformers (PMT) are located east of the Administration Building. A PCB assessment was performed by the USACHPPM in 1997 and determined that the PMTs were manufactured by Allis Chalmers in 1962 and owned and maintained by SWEPCO. This equipment is operational and has been determined not to be leaking.

4.5. ASBESTOS

There is asbestos-containing material (ACM) in the following buildings: Administration Building. The ACM includes: assumed friable ACM in the flexible duct connector for the heater in the Assembly Hall. See the 2007 ECP report and Asbestos Surveillance Survey, dated February 9, 2012, 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 ACM is in good condition and 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 ACM warning and covenant (Enclosure 6).

4.6. LEAD-BASED PAINT (LBP)

The following buildings are known or presumed to contain lead-based paint (LBP): Administration Building and OMS. See the 2002 Lead-Based Paint Survey and 2007 ECP 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 warning and covenant (Enclosure 6).

4.7. RADIOLOGICAL MATERIALS

The following buildings were used for radiological activities: Administration Building and the OMS. Military units stored and used commodities containing small amounts of low-level, sealed-sources of radioactive materials such as small arms gun sights, watches, compasses, night vision devices, and monitoring equipment (RADIAC check sources and other check sources, chemical agent monitors and alarms). There is no evidence of any release of radiological materials at these buildings.

On July 6, 2012, the Army completed a radiological site assessment of the Property in compliance with the accepted federal government protocol (MARSSIM Class 3). The Radiological Site Assessment Report (RSAR) found no evidence of radiological contamination or radioactive material present and concluded no further action is required with respect to radioactive devices or materials identified. On July 6, 2012, the Office of the Army Assistant Chief of Staff for Installation Management (OACSIM) concluded the site is free of radiological concerns. See the RSAR for the Watts-Guillot Memorial US Army Reserve Center, July 6, 2012, and the OACSIM Memorandum, Subject: Results from the Radiological Survey at the Watts-Guillot Memorial US Army Reserve Center at Texarkana, Texas, July 6, 2012, for additional information.

4.8. RADON

Radon surveys were conducted in the Administration Building and OMS in 1994. Radon was not detected at or above the Environmental Protection Agency (EPA) 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 previously used for administrative purposes and maintenance activities. 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 6, the Texas Department of Environmental Quality, 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 7.

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 December 2014 Environmental Assessment for BRAC 2005 Closure, Disposal, and Reuse of the Watts-Guillot Memorial United States Army Reserve Center (TX072), Texarkana Texas. The EA identified the following measures to mitigate potential adverse effects to historic properties:

- A. National Register of Historic Places Nomination. Prior to transfer from federal control, the Army shall complete separate nomination packages on Tharp and Watts-Guillot and submit electronic copies in Word format to the SHPO. The Army shall also provide the completed nominations to the transferee with the transfer documents for use at the transferee's discretion. The nomination package shall include information on federal and state rehabilitation tax credit programs and list the SHPO as a contact for additional information."
- B. Documentation. Within one year of signing this agreement, but ensuring that all necessary photography is taken prior to transfer, the Army shall separately document Tharp and Watts-Guillot.
 - 1) The documentation shall consist of digital photography and a written narrative equivalent in scope and quality to the *Architectural Recordation of Desiderio Army Reserve Center, Pasadena, California* completed by the US Army Corps of Engineers, Fort Worth District, dated October, 2011.

- 2) The Army shall provide a draft of the documentation to the SHPO for review. The SHPO shall provide any comments within 30 days of receipt of the draft. The Army shall incorporate necessary changes prior to finalizing the documentation.
 - 3) One electronic and one archival copy each of the final documentation shall be furnished to the SHPO and to a local repository in Amarillo and Texarkana. Electronic copies shall be made available to the public upon request.
- C. Marketing. Marketing materials for the properties shall reflect the proposed or actual National Register listing, include information on federal and state rehabilitation tax credit programs, and list the SHPO as a contact for additional information.

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) 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

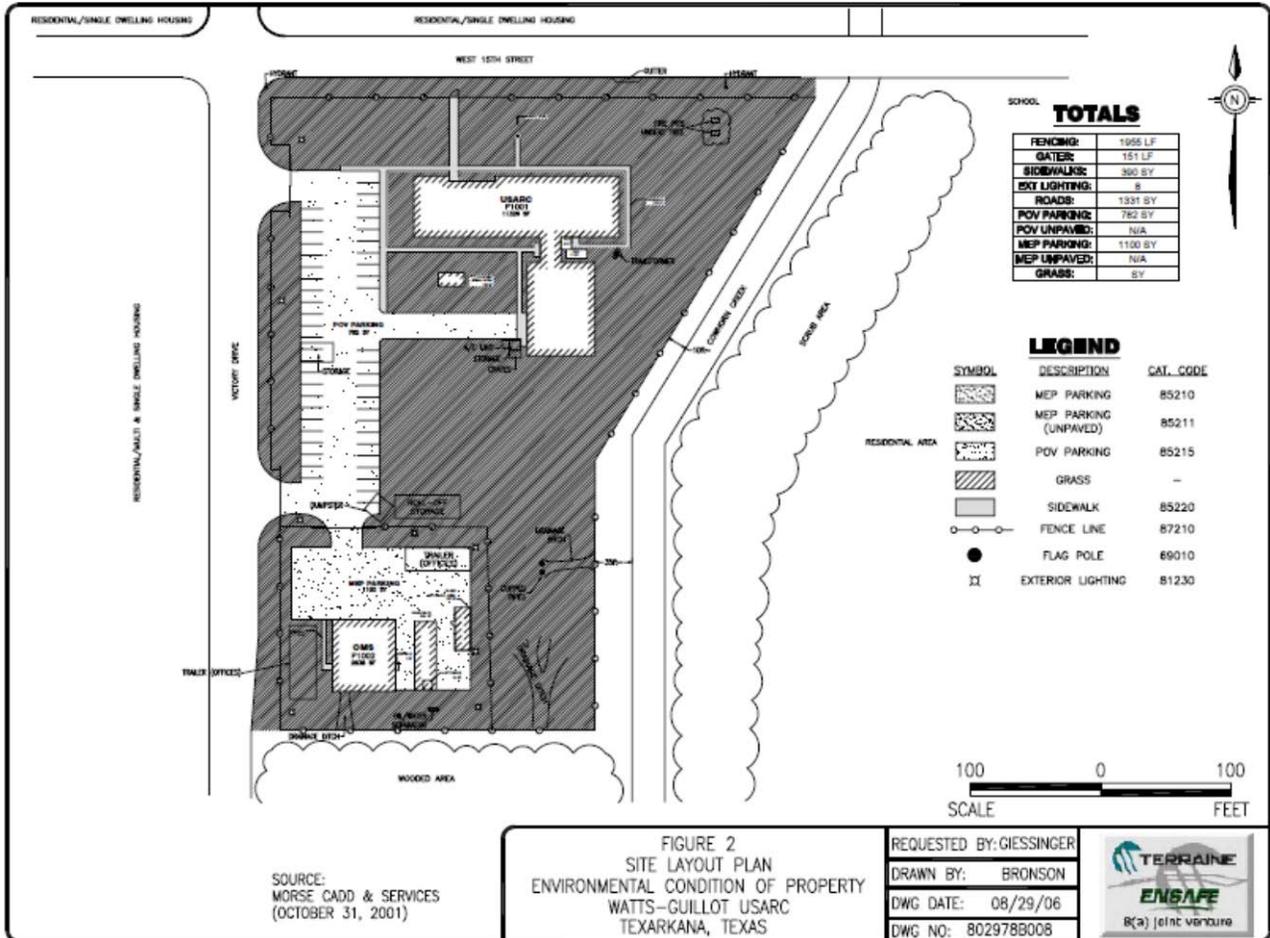
STEWART R. FEARON
COLONEL, EN
Regional Engineer

7 Enclosures

- Encl 1 -- Site Map of Property
- Encl 2 -- Environmental Documentation
- Encl 3 -- Table 1 -- Description of Property
- Encl 4 -- Table 2 -- Notification of Petroleum Product Storage, Release, or Disposal
- Encl 5 -- CERCLA Covenant, and Access Provisions and Other Deed Provisions
- Encl 6 -- Environmental Protection Provisions
- Encl 7 -- Regulatory/Public Comment and Army Response

ENCLOSURE 1

SITE MAP OF PROPERTY



****Source: 2007 ECP Report**

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

Document	Source
Environmental Condition of Property (ECP) Report for Watts-Guillot Memorial United States Army Reserve Center (TX072), Texarkana, Texas. Prepared for U.S. Army Corps of Engineers—Louisville District. February 2007.	63d RSC
ECP Update Report. December 2012.	63d RSC
Asbestos Surveillance Report Memorandum. March 9, 2012.	63d RSC
Radiological Site Assessment Report (RSAR) for the Watts-Guillot Memorial US Army Reserve Center, July 6, 2012, and the OACSIM Memorandum, Subject: Results from the Radiological Survey at the Watts-Guillot Memorial US Army Reserve Center at Texarkana, Texas, July 6, 2012.	63d RSC
ECP Recertification Memorandum, August 2014	63d RSC
TCEQ Concurrence with "Uncontaminated Property" determination for Watts-Guillot Memorial USAR Center, March 14, 2013	63d RSC
Environmental Assessment for BRAC 05 Recommendations for Closure, Disposal, and Reuse of Watts-Guillot U.S. Army Reserve Center (TX003), Amarillo, Texas. Prepared for the 63d RSC, dated December 2014. And, Finding of No Significant Impact (FNSI) signed February 2015. Amended FNSI – May 2015	63d RSC
Asbestos Surveillance Report Memorandum February 2015.	63d RSC
ECP Recertification Memorandum, March 2015	63d RSC

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	Condition Category	Remedial Actions
Entire Property	1	None.
OWS near vehicle wash rack	1	The existing OWS is inactive and it is not required to be registered as an UST. There is no evidence of a release from this site.
OWS near vehicle wash rack	1	A former OWS was registered as an UST. Installed in 1987 approximately 15 feet south of the vehicle wash rack, it was filled in place in 2000, and replaced with the current OWS. There is no evidence of a release from this site.
Military Equipment Parking Lot (MEP)	1	In 2004, a 3-5 gallon smoke oil spill was contained on the paved MEP lot and cleaned up at the time of its occurrence. There is no evidence of a release to the environment.

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 PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
OWS near vehicle wash rack	Oil/waste water	2000 to present. Installed in 1987 and filled in place in 2000	The existing OWS is inactive and it is not required to be registered as an UST. There is no evidence of a release from this site.
OWS near vehicle wash rack	Oil/waste water	1987-2000	A former OWS was registered as an UST. Installed in 1987 approximately 15 feet south of the vehicle wash rack, it was filled in place in 2000, and replaced with the current OWS. There is no evidence of a release from this site.

ENCLOSURE 5

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

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

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

For the property, the Grantor provides the following 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, 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, 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:

A. "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 expressed 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.

B. 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 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.

C. 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.

D. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at 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 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 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 asbestos: assumed friable ACM in Administration Building. 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.

2. 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 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.

3. NOTICE OF PESTICIDE APPLICATIONS

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantee further acknowledges that where a pesticide was applied by the Grantor or at the Grantor's direction, the pesticide was applied in accordance with its intended purpose and consistently with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations.

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 therefore.

ENCLOSURE 7

Regulatory/Public Comments and Army Response

- Texas Commission on Environmental Quality (TCEQ). FOST Review Response Letter (No Army Comments), 14 March, 2013