

DRAFT
FINDING OF SUITABILITY TO TRANSFER
EARLY TRANSFER OF AREA C NORTHEAST

NAVAL TRAINING CENTER
ORLANDO, FLORIDA



Prepared by:

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1 **1.0 PURPOSE**

2
3 This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible
4 Department of Defense (DoD) component official, that certain real property comprising the
5 Northeast Parcel of Area C located at the former Naval Training Center (NTC) Orlando, Florida
6 (hereafter Subject Property) is environmentally suitable for deed transfer. This decision is based
7 on my review of information contained in the Navy's Environmental Baseline Survey for Transfer
8 (EBST) and the Navy's Finding of Suitability for Early Transfer (FOSET) - Phase 3. Factors
9 leading to this decision and other pertinent information related to property transfer requirements
10 are stated below.

11
12 **2.0 DESCRIPTION OF PROPERTY**

13
14 The Subject Property consists of the northeastern portion of Area C [the eastern portion of
15 Operable Unit (OU) 4], which includes approximately 9.22 acres. The Subject Property currently
16 consists of three warehouses (Buildings 1061, 1063, and 1102), two Quonset huts (Buildings
17 1066 and 1068), and the site of demolished Building 1100, the former laundry/dry cleaning
18 facility. The Subject Property also includes roadways, parking lots, and a portion of the
19 phytoremediation system installed at the former laundry/dry cleaning facility. Figure 1-1 of the
20 EBST shows the location of Area C in relation to the other areas of the former NTC. A site map
21 of the Subject Property is presented in Figure 1-2 of the EBST. A legal description of the Subject
22 Property is provided in Appendix A of the EBST.

23
24 **3.0 PAST USE AND PROPOSED REUSE**

25
26 Construction of Area C, of which the Subject Property is part, began in 1942 to provide support
27 services for the Army Air Corps Orlando Air Base. Prior to that time, Area C was undeveloped. A
28 railroad system was used for material transport within Area C until 1957. After 1957, salvageable
29 materials were shipped by truck to the supply warehouses and salvage yard located on Area C.
30 Since the Navy acquired Area C on July 1, 1968, the area continued to be used to provide
31 support services and warehousing for NTC Orlando.

32
33 The Subject Property includes the former Defense Reutilization and Marketing Office (DRMO)
34 Warehouses and the Salvage Yard/Truck Scales (Buildings/Structures 1061, 1063/1069, 1066,

1 and 1068) designated as Study Area (SA) 12, the site of the demolished former laundry/dry
2 cleaning facility and boiler house (Building 1100) designated as SA 13, and the former DRMO
3 storage area (Building 1102) designated as SA 14. SAs 12, 13, and 14 comprise OU 4. Past
4 uses of the Subject Property include storage of hazardous materials (e.g., paints, insecticides,
5 solvents), storage of construction material and salvageable equipment, and operation of a
6 laundry/dry cleaning facility (Building 1100).

7
8 The Navy's intent is to transfer the Subject Property (the contaminated northeastern portion of
9 Area C) with the Area C Southeast Parcel (uncontaminated 10.2 acres) through public sale to be
10 administered by the General Services Administration. To facilitate quicker community reuse of
11 both Parcels, the Navy desires that the proposed sale take place before all necessary remedial
12 activities are completed on the Area C Northeast Parcel. There is no known contamination on the
13 Area C Southeast Parcel. The environmental condition and suitability to transfer the Area C
14 Southeast Parcel are documented in the May 2004 FOST and EBST for Area C Southeast.

15
16 **4.0 ENVIRONMENTAL FINDINGS**
17

18 All available information concerning the past storage, release, or disposal of hazardous
19 substances and/or petroleum products on the Subject Property as collected through record
20 searches, aerial photograph review, personnel interviews, and onsite visual inspections is
21 contained in the EBST. The following summarizes those findings and the corresponding DoD
22 Condition of Property Classifications assigned to the property to be transferred.

23
24 **A. Hazardous Substance Contamination**
25

26 **Soil.** Surface soil investigations identified concentrations of benzo(b)fluoranthene and
27 dibenzo(a,h)anthracene greater than their respective residential Florida Soil Cleanup Target
28 Levels (SCTLs) and arsenic and benzo(a)pyrene greater than their respective industrial SCTLs at
29 two locations on the Subject Property. A soil Interim Remedial Action (IRA) completed in
30 May 1999 included the excavation of a 100-square foot area to a depth of 2 feet below ground
31 surface (bgs) centered around each of the surface soil sampling locations. The soil excavation
32 locations are shown on Figure 1-2 of the EBST. The excavations were backfilled with clean soil.
33 Confirmation samples demonstrated that the excavation successfully mitigated all known
34 concentrations of hazardous substances in surface soil greater than the residential SCTLs on the

1 Subject Property. There is no other known soil contamination on the Subject Property, and no
2 further soil remedial activity is planned on the Subject Property.

3
4 **Groundwater.** The volatile organic compound (VOC) perchloroethene (PCE) and its degradation
5 products trichloroethene (TCE), cis-1,2-dichloroethene (DCE), and vinyl chloride are the
6 groundwater contaminants of concern identified in northern and southern plumes that commingle
7 and flow west onto OU 4 West toward Lake Druid (see Figure 5-1 of the EBST). VOCs have
8 been detected to a depth of approximately 55 feet bgs. A third, relatively stationary antimony
9 plume is located in the southeastern portion of the Subject Property. PCE, TCE, DCE, vinyl
10 chloride, and antimony are present at concentrations exceeding their respective Florida
11 Groundwater Cleanup Target Levels (GCTLs). Groundwater contamination at OU 4 has been
12 attributed to past improper handling of solvents used at the former base laundry (Building 1100).
13 Groundwater contamination is currently being addressed through a groundwater pump and treat
14 system, in-situ chemical oxidation, and phytoremediation. As discussed in Section 5.0E of this
15 FOST, land use controls (LUCs) will be included in the transfer deed(s) to prevent future use of or
16 contact with the groundwater in order to ensure protection of human health. Thus, the presence
17 of groundwater contamination beneath the Subject Property will not pose a threat to human
18 health or adversely affect the use of the Subject Property.

19
20 **B. Petroleum Contamination**

21
22 There are no known releases or instances of disposal of petroleum products or their derivatives
23 on the Subject Property. All underground storage tanks (USTs) and aboveground storage tanks
24 (ASTs) were removed from Area C, and clean closure concurrences were obtained for those
25 facilities from the Florida Department of Environmental Protection (FDEP).

26
27 **C. Condition of Property Classifications**

28
29 In accordance with DoD Property Condition Classification Guidelines, the Area C Northeast
30 Parcel and associated groundwater have been classified as category 5/YELLOW (areas where
31 release, disposal and/or migration of hazardous substances has occurred, and removal and/or
32 remedial actions are underway, but all required remedial actions have not yet been taken). The
33 Subject Property may be transferred even though all required remedial actions have not yet been
34 taken to address residual groundwater contamination because Governor Bush has approved the

1 Navy's request, as contained in the aforementioned FOSET Phase 3, for the "early" transfer of
2 the Subject Property in accordance with the requirements of Section 120(h)(3)(C) of the
3 Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 as
4 amended.

5
6 **D. Other Environmental Aspects**

7
8 1. Ordnance
9

10 There is no evidence of ordnance handling, storage, or disposal activities having been
11 conducted on the Subject Property.
12

13 2. Asbestos-Containing Materials
14

15 Asbestos surveys conducted in 1991 and 1996 (Cape Environmental Management, Inc.,
16 1992 and 1996) noted primarily non-friable floor tiles and transite panels. Non-friable
17 ACM was identified in Buildings 1061 and 1063. The presence of ACM should be
18 recognized and best management practices applied during any future renovation or
19 demolition activities. Management of ACM should be in compliance with all applicable
20 laws relating to asbestos to ensure future protection of human health and the
21 environment.
22

23 3. Lead-Based Paint
24

25 All buildings remaining on the Subject Property are non-residential structures and thus
26 are not subject to federal law governing lead-based paint (LBP) and LBP hazards in
27 target housing. It is likely that buildings constructed before 1978 were painted with LBP.
28 A Lead-Based Paint Hazards Advisory Statement, Attachment 1 to this FOST, will be
29 provided to the transferee for execution at the time of transfer.
30

31 4. Polychlorinated Biphenyls
32

33 There were previously transformers located on the Subject Property. All were tested and
34 certified as non-polychlorinated biphenyl (PCB)-containing units. There is no evidence
35 that PCBs were ever stored or disposed of on the Subject Property.

1
2 5. Radon
3

4 No record of radon testing was found for the buildings at the Subject Property, however,
5 radon is not expected due to the absence of phosphate-bearing sediments (associated
6 with radon production) in the near-surface materials beneath the Subject Property. The
7 United States Environmental Protection Agency (USEPA) Radon Zone for Orange
8 County, Florida, in which the Subject Property is located, is rated as level 3, indicating an
9 average indoor radon level of less than 2 Pico curies per liter (pCi/L) of air, which is less
10 than the USEPA action level of 4 pCi/L.

11
12 **5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER**

13
14 **A. NEPA Compliance**

15
16 In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental
17 Impact Statement (EIS) and Record of Decision (ROD) have been prepared and executed in
18 connection with the planned disposal and reuse of NTC Orlando. The ROD was signed in
19 November 1996.

20
21 **B. Hazardous Substance Notice**

22
23 In accordance with Section 120(h)(3)(A)(i) of CERCLA, as implemented through 40 Code of
24 Federal Regulations (CFR) Part 373, the deed(s) transferring the Subject Property must provide
25 notice, based upon a complete search of agency files, of those hazardous substances that are
26 known to have been stored for 1 year or more, released, or disposed on the Subject Property in
27 excess of reportable quantities and any associated remedial action taken. A Hazardous
28 Substance Notice and Response Action Summary table is provided in Appendix A. More detailed
29 information concerning such actions is set forth in those documents that make up the
30 Administrative Record for the NTC.

31
32 **C. CERCLA Covenants**

33
34 The deed(s) that will convey the Subject Property will contain the covenant required under
35 CERCLA Section 120(h)(3)(A)(ii)(II) (that the United States shall take any additional remedial

1 action found to be necessary after the date of transfer) but will not contain the covenant provided
2 for under CERCLA Section 120(h)(3)(A)(ii)(I) (that all necessary remedial actions have been
3 taken prior to transfer) because that particular covenant was deferred by way of Governor Bush's
4 approval for the early transfer of this site. In accordance with CERCLA Section 120(h)(3)(C)(iii),
5 after the Navy completes all necessary remedial activities on the Subject Property, a separate
6 warranty will be provided in recordable form to the Transferee (or its successor(s) in interest) that
7 all response actions necessary to protect human health and the environment have been taken on
8 the Subject Property with respect to those hazardous substances that remained on the Subject
9 Property at the date of early transfer. Alternatively, in accordance with CERCLA
10 Section 120(h)(3)(B), the Navy may provide this warranty upon a determination by USEPA that
11 the remedial actions at OU 4 are "operating properly and successfully".

12
13 **D. CERCLA Access Clause**
14

15 In accordance with CERCLA Section 120(h)(3)(A)(iii), the deed(s) transferring the Subject Property
16 shall contain a clause granting to the United States, its employees, agents, and contractors the right
17 to enter upon the Subject Property in any case that remedial or corrective action is found to be
18 necessary after the date of transfer. The right to enter to be set forth shall include the right to
19 conduct annual physical inspections, tests, investigations, long-term monitoring, 5-year reviews, and
20 surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such
21 right shall also include the right to construct, operate, maintain, or undertake any other response or
22 remedial action as required or necessary, including, but not limited to, monitoring wells, pumping
23 wells, and treatment facilities. These access rights are in addition to those granted to Federal, state,
24 and local authorities under appropriate and applicable environmental laws and regulations.

25
26 **E. Land and/or Groundwater Use Controls**
27

28 In order to protect human health and the environment, certain specific land and groundwater use
29 controls will be incorporated into the transfer deed(s) for the Subject Property as further described
30 below.

- 31
32 1. LUCs Goals: The goals of the LUCs to be implemented on the Subject Property are to protect
33 human health and the environment by:
34

- 1 a. Preventing the exposure to/consumption of groundwater that exceeds federal Maximum
2 Contaminant Levels or state GCTLs;
3
4 b. Preventing the migration of groundwater contamination;
5
6 c. Maintaining the integrity of existing or future groundwater monitoring and/or remediation
7 system(s);
8
9 d. Prohibiting residential use of the Subject Property; and
10
11 e. Preventing the construction of new buildings without the installation of a vapor barrier as
12 necessary.
13
14 2. LUC Implementation: To effectuate the aforementioned land and groundwater and remedial
15 systems-related goals, certain notices, land and groundwater use controls, and Grantee
16 Covenants will be included in the transfer deed(s) that shall convey the Subject Property.
17 Although the Navy's site remedial efforts must take priority, the Navy will cooperate with the
18 Transferee and any future owner of the Site to minimize the conflict between necessary
19 environmental investigation, remediation, maintenance work, or inspection of LUCs, and the
20 activities of the Transferee, its successors and assigns or any future Site owner in
21 implementing such LUCs.
22
23 a. The deed(s) which will convey the Subject Property to the Transferee shall include the
24 following notices, land and groundwater use controls, Grantee Covenants, releases and
25 other provisions:
26
27 1. Groundwater Notice: Hazardous substance contamination in excess of the FDEP
28 GCTLs has been detected in groundwater on the Subject Property.
29
30 2. Groundwater Use Controls: The installation of any wells or the extraction or use of
31 groundwater for any purpose is prohibited on the Subject Property without prior
32 written authorization from the Navy and FDEP.
33
34 3. Non-Residential Use Control: Use of the Subject Property shall be limited to non-
35 residential, industrial, or recreational uses to include any office or similar use
36 incidental to industrial or recreational uses if such incidental use is permitted by
37 FDEP without requiring further environmental remediation beyond that required for
38 industrial or recreational use of the Subject Property. Prohibited residential uses

1 shall include, but are not limited to, any child or senior adult care, pre-school, or any
2 form of housing. In the event the Transferee or its lessees, licensees, successors or
3 assigns to any portion of the Subject Property desire to use the Subject Property for
4 any use other than non-residential, industrial or recreational use, then the Transferee
5 or its lessees, licensees, successors or assigns shall perform all additional
6 environmental remediation required by law or applicable regulatory authorities for
7 such other uses and shall further comply with all laws, rules, regulations and
8 ordinances pertaining thereto, including but not limited to, zoning requirements and
9 the requirements of all applicable regulatory authorities. All costs associated with
10 any such additional environmental remediation necessary for other than non-
11 residential, industrial or recreational use shall be the sole responsibility of the owner,
12 its lessees, licensees, successors or assigns, without cost whatsoever to the Navy.

13
14 4. Construction Control: Construction of any new buildings is prohibited on the Subject
15 Property without prior written authorization from FDEP. This temporary control is
16 established because vapor barriers or other measures to mitigate vapor intrusion
17 may be required to prevent exposure to VOCs migrating from contaminated
18 groundwater.

19
20 5. Remedial Systems Non-interference Controls: Tampering with or damaging
21 groundwater monitoring and/or remediation systems (including pumps, wells, piping,
22 utilities and associated appurtenances, and phytoremediation trees) currently located
23 or which may later be installed on the Subject Property by the Navy is prohibited; but
24 adjustments may be made to the systems (such as relocation or realignment) upon
25 agreement between the Navy and current Subject Property owner. FDEP approval of
26 any adjustments that may affect the function of these systems or
27 location/construction of wells is required. The siting of any future systems will be
28 coordinated with the landowner(s) in an effort to minimize interference with their use
29 of the Subject Property. Additionally, implementation of any use of the land use
30 restriction zone, as shown on Figure 1-2 of the EBST, is prohibited without prior
31 written authorization from the Navy. This temporary control is established to allow
32 the Navy unrestricted control over, and access to, the groundwater contamination
33 source area for performing remediation activities. This use restriction will be
34 removed by the Navy after implementation of the final site remedy, however, release

1 of this temporary use restriction applies to the use of the property within the land use
2 restriction zone only, and all other controls remain in effect.

3
4 6. The Transferee on behalf of its lessees, licensees, contractors, and agents
5 covenants that it shall comply with the provisions of any health and safety plan
6 provided to the Transferee and put into effect by the United States in connection with
7 any ongoing or future environmental investigative and/or remedial activities to be
8 undertaken by the United States on the Subject Property.

9
10 7. The Transferee on behalf of its lessees, licensees, contractors, and agents
11 covenants that it shall not hinder or prevent the United States from constructing,
12 upgrading, operating, maintaining and monitoring any groundwater treatment
13 facilities and groundwater monitoring network or engage in any activity that will
14 disrupt or hinder further remedial investigation, response actions or oversight
15 activities on the Subject Property or adjoining property within the former NTC
16 Orlando. Equally, although the Navy's site remedial efforts must take priority, the
17 Navy will cooperate with the Transferee and any future owner of the Site to minimize
18 the conflict between necessary environmental investigation, remediation,
19 maintenance work, or inspection of LUCs, and the activities of the Transferee, its
20 successors and assigns or any future Site owner in their use of the Subject Property.

21
22 8. The Transferee on behalf of its lessees, licensees, contractors, and agents
23 covenants that it shall provide written notice to the United States and FDEP of any
24 subsequent sale, assignment or lease of the Subject Property, or any portion thereof,
25 and provide contact information concerning the new owner or occupant. The
26 following are the points of contact for the parties:

27
28 **U.S. Navy Point of Contact**

29 Commander
30 Southern Division, Naval Facilities Engineering Command
31 ATTN: Environmental Department Director (Code ES00)
32 P.O. Box 190010
33 North Charleston, SC 29419-9010

34
35 **FDEP Point of Contact**

36 Florida Department of Environmental Protection
37 Division of Waste Management
38 Federal Facilities Cleanup
39 2600 Blair Stone Road
40 Tallahassee, FL 32399-2400

1
2 9. In the event the Transferee, or any successor or assign (each hereinafter called a
3 "Transferor") conveys the Subject Property, or any portion thereof, the Transferor
4 shall provide to the party acquiring the Subject Property, or any portion thereof,
5 notice concerning the above-described general use control, implementation and
6 maintenance related requirements, duties, and obligations.
7

8 The aforementioned notice requirements, land and groundwater use controls, and Grantee
9 Covenants shall run with the land and be binding on all subsequent owners of the Subject
10 Property unless or until such notice requirements, land and groundwater use controls, and
11 Grantee Covenants are released pursuant to the provisions below. The Transferee and its
12 successors and assigns shall not be liable for any breach of such land and groundwater
13 use controls and Grantee Covenants on the Subject Property arising from any matters or
14 events occurring after transfer of ownership of the Subject Property by the Transferee or
15 its successors and assigns, respectively; provided, however, that each such party shall,
16 notwithstanding such transfer, remain liable for any breach of such notice requirements,
17 land and groundwater use controls, and Grantee Covenants to the extent caused by the
18 fault or negligence of such party. The Marketable Record Title Act does not affect or
19 extinguish any rights created by this Restrictive Covenant (§712.03(8), Florida Statutes,
20 effective July 1, 2000).

21 FDEP is a third party beneficiary of the groundwater notice, land and groundwater use
22 controls, and Grantee Covenants until such time as the land and groundwater use controls
23 and Grantee Covenants are released from the Subject Property or the applicable portion
24 or portions thereof. FDEP shall have all rights to enforce the land and groundwater use
25 controls and Grantee Covenants in a court of competent jurisdiction.

26 The Navy shall release the land and groundwater use controls and Grantee Covenants
27 from the Subject Property only with FDEP concurrence. It is expected that FDEP shall
28 give its concurrence upon demonstration that groundwater cleanup target levels have
29 been met and site rehabilitation has been completed to the satisfaction of FDEP. Upon
30 such demonstration that the criteria for site rehabilitation have been met for the entirety of
31 the site, it is expected that FDEP shall issue a letter or other suitable documentation
32 specifying that site rehabilitation with respect to groundwater on the Subject Property has
33 been achieved and no further action is required. Upon issuance of such a letter or other
34 suitable documentation, the Navy shall deliver to the Transferee or its successors or
35 assigns in recordable form, a Notice of Release (the "Notice") which shall remove the land

1 and groundwater use controls and Grantee Covenants with respect to the portion of the
2 Subject Property specified in such Notice.

3 b. Each contaminated area, to which one or more LUCs shall apply, will be surveyed and
4 metes and bounds established for purposes of future site identification.

5 c. Prior to conveyance of the Subject Property, the USEPA and FDEP representatives will
6 be given reasonable opportunity to review and concur in the applicable deed language
7 related to all LUCs and associated rights of entry for FDEP for purposes of LUC oversight
8 enforcement. The Navy will include in the deed(s) the specific language concerning
9 LUCs and rights of entry.

10
11 3. LUC Maintenance: The continued maintenance and oversight of LUCs that are included in
12 the deed(s) will be implemented through the use of a layering strategy. As part of that
13 strategy the Navy will undertake the following specific actions:

14 a. Prior to deed transfer the Navy will inform representatives from Orange County and the
15 St. Johns River Water Management District (SJRWMD) about these LUCs and solicit the
16 support of those agencies in assisting the Navy to ensure future LUC compliance;

17 b. Prior to deed transfer the Navy will provide a final copy of these LUCs to FDEP, USEPA,
18 Orange County, and SJRWMD. The forwarding letter to be sent to the latter two entities
19 will request written confirmation that they will assist the Navy with LUC compliance to the
20 extent such assistance can be provided within their respective regulatory responsibilities
21 and authorities;

22 c. Annual physical inspections of the Subject Property to ensure that all LUCs are being
23 complied with will be conducted by Navy personnel, or other party designated by the
24 Navy, and reported to both USEPA and FDEP. Required funding to perform such
25 inspections will be programmed and budgeted on an annual basis. The Navy
26 acknowledges that this obligation will exist notwithstanding any temporary non-availability
27 of funds. Should funding to perform such inspections not be obtained when needed, the
28 Navy will notify FDEP and the Transferee so that other appropriate oversight
29 arrangements can be agreed to between the Navy and FDEP in lieu thereof.

30 4. LUC Enforcement: Should any subsequent owner or user of the Subject Property fail to
31 comply with any LUC implemented by the Navy, the Navy will pursue all appropriate legal
32 avenues available to it to remedy any such non-compliances. Those avenues range from

1 informal resolutions with the owner or violator, to the institution of judicial action under the
2 auspices of State property law or CERCLA. Alternatively, should the circumstances warrant
3 such, the Navy will exercise its response authorities under CERCLA then seek cost recovery
4 after the fact from the person(s) or entity(ies) who violated a given LUC. Nothing herein shall
5 preclude FDEP from enforcing these LUCs.

- 6 5. LUC Modification / Termination: Those notice requirements, land and groundwater use
7 controls, and covenants to be imposed by Deed may be modified and/or terminated as
8 provided above. Within a reasonable time frame after the Navy and FDEP agree that a
9 notice, LUC, or covenant may be modified or terminated and following FDEP review of the
10 proposed modification or termination language, the Navy will provide the modification or
11 appropriate release of the notice, LUC, or covenant in recordable form for recordation by the
12 owner in the Official Records of Orange County, Florida. The Navy shall advise Orange
13 County and the SJRWMD upon the removal of the prohibition of groundwater extraction or
14 well installation on any portion of the Subject Property. The length of time the deed
15 prohibition against the extraction or use of groundwater from the Subject Property must
16 remain in effect depends upon the length of time needed to remediate the groundwater.
17 When confirmatory sampling has demonstrated groundwater monitoring is no longer required
18 and applicable cleanup goals have been met, that specific LUC can be removed by the Navy
19 with FDEP concurrence as part of the CERCLA site close out process.

20 **F. Transferee Indemnification**

21
22 The Federal government shall hold harmless, defend and indemnify the Transferee and any
23 future successor, assignee, transferee, lender, or lessee of the Subject Property from any suit,
24 demand, cost or liability arising out of any claim for personal injury or property damage that may
25 result from, or be predicated upon, the release or threatened release of any hazardous
26 substance, petroleum product and derivative, pollutant or contaminant resulting from DoD
27 activities on the Subject Property subject to the conditions specified in, and to the extent
28 authorized by, Section 330 of Public Law 102-484 as amended by Section 1002 of Public
29 Law 103-160.
30

31 **G. Environmental Compliance Agreements/Permits/Orders**

32
33 There are no environmental compliance agreements, permits, or orders associated with the
34 Subject Property.
35

1 **H. Notification to Regulatory Agencies/Public**
2

3 In accordance with DoD guidance, the USEPA Region 4 and the FDEP have been advised of the
4 proposed transfer of Area C Northeast, and copies of the Draft EBST and Draft FOST have been
5 provided to those agencies for review. The Draft EBST and Draft FOST have also been made
6 available for public review during a 21-day public comment period. All regulatory agency and
7 public comments received have been considered and incorporated as deemed appropriate. The
8 Navy's responses to any unresolved regulatory or public comments are provided in Appendix D to
9 the EBST. Copies of all transfer documentation provided to the transferee will be made available
10 to USEPA and FDEP representatives on request after execution of the same.
11

1 **6.0 SUITABILITY DECLARATION**

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As the cognizant DoD official authorized to make such determinations, I, the undersigned, have determined that the Subject Property (Area C Northeast) is suitable for the intended reuse subject to application of the above specified land and groundwater use restrictions and that to allow such use would be consistent with protection of human health and the environment.

Date

ROBERT B. RAINES, CAPT, CEC, USN
Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina

1 **6.0 SUITABILITY DECLARATION**

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BRIAN M SCOTT, CAPT, CEC, USN
Vice Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, South Carolina

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APPENDIX A

HAZARDOUS SUBSTANCE NOTICE

**APPENDIX A
HAZARDOUS SUBSTANCE NOTICE/RESPONSE ACTION SUMMARY
AREA C NORTHEAST PARCEL
NAVAL TRAINING CENTER, ORLANDO, FLORIDA**

The table below identifies those hazardous substances that it is known, based upon a complete search of agency files, were stored for 1 year or more in quantities greater than or equal to 1000 kg, (or greater than or equal to 1 kg if designated an acutely hazardous waste under 40 CFR Part 261.30) and/or were released or disposed on the property to be transferred in quantities greater than or equal to their respective reportable quantities under 40 CFR 302.4. **The information in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), 42 U.S.C. Section 9620(h).**

Site	Substance Name	CAS Registry No.	40 CFR 302.4 Synonym	RCRA HW No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
Former Building 1100 (former laundry; release site located upgradient and east of Port Hueneme Ave.)	Perchloroethylene	127184	Tetrachloroethylene, Ethene, tetrachloro-Tetrachloroethene	U210	unknown	various/unknown	20 gallons	Nov 1989	January 1998: Installed two recirculation wells with in-well air stripping to intercept volatile organic compound plume in groundwater. May 1999: Removed 31 tons of soil. January 2001: Converted recirculation wells to conventional pump and treat system. 2002-2003: Phytoremediation in place and injection of potassium permanganate for in-situ oxidation of plume underway.
							55 gallons	Oct 1994	
	Chlorinated pesticides	NA	NA	NA	unknown	unknown	unknown	unknown	
Building 1102 (former DRMO operations)	Perchloroethylene	127184	Tetrachloroethylene, Ethene, tetrachloro-Tetrachloroethene	U210	unknown	various/unknown	3 gallons	1989	Removal of approximately 20 drums of contaminated soil and asphalt.

Notes:

CAS – Chemical Abstract Service.
RCRA HW No. – Resource Conservation and Recovery Act Hazardous Waste ID Number.
NA – Not applicable.

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APPENDIX B

LEAD-BASED PAINT HAZARD DISCLOSURE FORM

ATTACHMENT 1

LEAD-BASED PAINT HAZARD DISCLOSURE AND ACKNOWLEDGEMENT FORM (NON-RESIDENTIAL STRUCTURES)

LEAD WARNING STATEMENT

YOU ARE ADVISED THAT STRUCTURES CONSTRUCTED PRIOR TO 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST AND FUME EXPOSURE

ACKNOWLEDGEMENT

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s): *Environmental Baseline Survey for Transfer, Early Transfer of Area C Northeast, and the Finding of Suitability to Transfer, Early Transfer of Area C Northeast – Naval Training Center, Orlando, Florida* representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the buildings covered by this Transfer;
- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this Transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard that may pose a risk to human health.

Transferee (or duly authorized agent)

Date