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DEPARTMENT OF THE NAVY

NORTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
10 INDUSTRIAL HIGHWAY
MAIL STOP, #82
LESTER, PA 19113-2090



IN REPLY REFER TO
11011
Code 09TA/GP
Ser 98-200
July 17, 1998

Mr. Anthony D. Leger
Assistant Regional Director
United States Department of the Interior
Fish and Wildlife Service
300 Westgate Center Drive
Hadley, Massachusetts 01055-9589

Dear Mr. Leger:

This letter responds to your correspondence of July 16, 1998 requesting modification to the language set forth in the transfer documents for Nomans Land Island. I am pleased to advise that your requested changes have been approved with the slight clarification set forth below.

With respect to the suggested revision of Paragraph (c) to the "Conditions, Covenants, and Reservations of Transfer", the language provided is acceptable. With respect to the addition of a new Paragraph (d) to the same "Conditions, Covenants, and Reservations of Title", your proposed language is acceptable provided the words "conducted by the Navy" are added to the seventh line of the second paragraph. The new sentence shall read ... (including any use, storage, management, release, or disposal of such that occurs during any subsequent environmental remediation conducted by the Navy") ...

These changes are more clearly indicated in the enclosed attachment. It is my understanding that your office will substitute this new version of the "Conditions, Covenants, and Reservations of Title" in the transfer documents. This office requires two executed copies of the DD Form 1354, Transfer and Acceptance of Military Real Property. We appreciate your forwarding these copies at your earliest convenience.

If you should have any questions regarding this matter, please feel free to contact me at telephone (610) 595-0731.

Sincerely,

Gregory C. Preston

GREGORY C. PRESTON
Real Estate Contracting Officer
Base Closure Team
By direction of the Commanding Officer

Copy to: (w/o encl)
CSO South Weymouth, MA
Codes 09TA, 09TA2, 09TA/TF, 09TA/RF, 1811
Rec'd 7/20/98
DLK

1812/HKM
copies
to NOMANS
code 18 file

**CONDITIONS, COVENANTS, AND RESERVATIONS OF TRANSFER
APPROXIMATELY 628 ACRES OF LAND
KNOWN AS NOMANS LAND ISLAND, MASSACHUSETTS
FROM THE DEPARTMENT OF THE NAVY TO THE
DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE**

This transfer is subject to the following conditions, covenants, and reservations:

- a. This transfer is subject to the terms and conditions of the Finding of Suitability to Transfer attached hereto and made a part hereof as enclosure (2) and the Explosive Safety Remediation Plan for Nomans Land Island attached hereto and made a part hereof as enclosure (3).
- b. The Department of the Navy reserves and retains the right of access to the property transferred herein for the purpose of conducting ongoing investigations, studies, and required remedial action related to environmental clean-up.
- c. The Department of the Navy, subject to the availability of appropriated funds, shall retain the responsibility on behalf of the Government to process and defend any claims made against the Government for personal injury and property damage arising from the Department of the Navy activities prior to the effective date of this transfer or the condition of the property as of the effective date of this transfer. Provided, however, that the Department of the Interior, U. S. Fish and Wildlife Service shall administratively close the island to all public access, conduct periodic surveillance and install and maintain appropriate and adequate warning devices. The Department of the Navy agrees to provide U. S. Fish and Wildlife a total of twelve (12) "No trespassing" signs.
- d. The Navy acknowledges that DOI has had no presence on and has not used or occupied the Property in any manner which would make DOI liable for any costs or claims attributable to existing contamination on or emanating from the Property on the Date of Transfer. Accordingly, nothing in this Agreement is to be construed as requiring DOI to accept the responsibility for the payment of any taxes, assessments, or environmental costs or fees becoming due on the Property and attributable to events occurring or actions taken prior to the Date of Transfer of the Property.

The Navy acknowledges that one of the purposes of this Agreement is to ensure that DOI does not and shall not assume any of the United States Government's potential liability or responsibility for contamination, nor have any obligation to undertake the United States Government's defense or payment of any claim or action, whether in existence now or brought in the future, caused by the use, storage, management, release, or disposal of hazardous materials, substances, wastes, petroleum products or any contamination thereof (including any use, storage, management, release, or disposal of such that occurs during any subsequent environmental remediation conducted by the Navy) on any portion of the Property prior to its transfer to DOI, including any contamination not presently known but subsequently discovered and determined to be attributable to activities or conditions on the Property prior to the date of transfer to DOI. For purposes of this Agreement, the term "hazardous substance(s)" means any substance that is identified or designated as a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq. including, but not limited to, all substances referred to in this section.

With respect to contaminants existing on the Property as of the Date of Transfer, except as otherwise specifically provided herein, the Navy shall retain all of the United States Government's responsibility and potential liability, as required by law and regulation, for the costs of implementing environmental investigations, site inspections, cleanup, restoration, monitoring and closure. Should a release or

threatened release of any hazardous substance, pollutant, contaminant, or petroleum derivative occur as a result of Navy activities on the Property, or the existence of such Navy contamination existing on the Property before the Date of Transfer, or as a result of Navy efforts to remediate or dispose of the contamination after transfer the Navy will be responsible for conducting all remedial action necessary to protect human health and the environment in accordance with applicable laws and regulations. Except as otherwise specifically provided herein, DOI shall assume no liability or costs arising out of, or related to, such contamination.

