

## Appendix G



Erin Victory/TCI

*Pokeweed*

# **Transfer Agreement Between the U.S. Navy and the U.S. Fish and Wildlife Service for Nomans Land Island**

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DEPARTMENT OF THE NAVY  
 THE ASSISTANT SECRETARY OF THE NAVY  
 (INSTALLATIONS AND ENVIRONMENT)  
 1000 NAVY PENTAGON  
 WASHINGTON, D.C. 20350-1000

June 26, 1998

The Honorable Bruce Babbitt  
 Secretary of the Interior  
 1849 C Street, N.W.  
 Washington, D.C. 20240

Dear Mr. Secretary:

By letter of November 22, 1995, the Department of the Interior's U.S. Fish And Wildlife Service requested an interagency transfer of Navy base closure property known as Nomans Land Island for the protection of migratory birds and other wildlife. The island is composed of approximately 628 acres of land associated with the former Naval Air Station South Weymouth, Massachusetts, and is located 2.7 miles southwest of Martha's Vineyard, Massachusetts.

Under the authority of Title 16, United States Code, Section 667b, I hereby transfer to the Department of the Interior, without any requirement for reimbursement to the Department of the Navy, approximately 628 acres of land known as Nomans Land Island.

Navy has complied with the National Environmental Policy Act of 1969, by concluding that this interagency transfer is categorically excluded in accordance with 32 CFR 775. Navy has prepared a Finding of Suitability to Transfer (FOST) the property. The FOST concludes that this property is suitable for transfer to another Federal agency. We will provide copies of the FOST and other pertinent transfer documents under separate correspondence.

As a result of this interagency transfer, the Department of the Interior will accept responsibility for custody and accountability as well as protection and maintenance of the property. This transfer is subject to the attached Statement of Conditions, Covenants, and Reservations of Transfer that arise out of the property's previous use as a gunnery and bombing range.

In arranging for the transfer of custody and accountability of this property, your staff should contact the Naval Facilities Engineering Command's Northern Division in Lester, Pennsylvania. The Commanding Officer may be reached at the following address:

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Captain W. P. Fogarty, CEC, USN  
Commanding Officer  
Naval Facilities Engineering Command  
Northern Division  
10 Industrial Highway, Mail Stop #82  
Lester, Pennsylvania 19113-2090  
Telephone: (610) 595-0600

Navy is pleased to help advance the programs of the Department of the Interior and the United States Fish And Wildlife Service by providing Nomans Land Island for inclusion in the Great Meadows National Wildlife Refuge.

Sincerely,



ROBERT B. PIRIE, JR.

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 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.