

-----NUMBER TWENTY NINE (29)-----

-----DEED OF RATIFICATION AND CONVERSION-----

-----TO PUBLIC INSTRUMENT OF QUITCLAIM DEED-----

-----CLEAN PARCEL NINE (9)-----

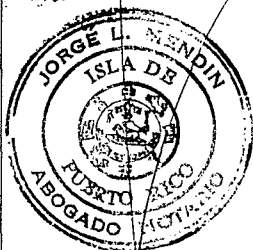
---At San Juan, Puerto Rico, this sixth (6<sup>th</sup>) day of  
May, Two Thousand Thirteen (2013).-----

-----BEFORE ME-----

---JORGE L. MENDIN, Attorney at Law and Notary  
Public in and for Puerto Rico, residing at San  
Juan, Puerto Rico and with offices at 60 José Martí  
Street, Hato Rey, San Juan, Puerto Rico.-----

-----APPEAR-----

---AS PARTY OF THE FIRST PART: United States of  
America, hereinafter "Grantor", acting by and  
through the Department of the Navy (the "Navy"),  
Real Estate Contracting Officer, under and pursuant  
to the powers and authority contained in the  
provisions of Section 2905(b)(4) of the Defense  
Base Closure and Realignment Act of 1990, 10 U.S.C.  
§ 2687 note, as amended, and the implementing  
regulations of the Department of Defense (32 C.F.R.  
Part 174), having an address of four thousand nine  
hundred eleven (4911) South Broad Street,  
Philadelphia, Pennsylvania herein represented by  
Gregory C. Preston, also known as Gregory Charles  
Preston, of legal age, married and resident of the  
State of New Jersey, United States of America, who  
is authorized to appear in this deed as real estate  
contracting officer, by virtue of that Certificate  
of Appointment signed by the Assistant Secretary of  
the Navy (Installations and Environment) on August  
eighteenth (18<sup>th</sup>), Two Thousand Six (2006).-----





MLB  
JLB

---AS PARTY OF THE SECOND PART: the Commonwealth of Puerto Rico, hereinafter "Grantee", acting by and through the Local Redevelopment Authority for Naval Station Roosevelt Roads, public corporation and government instrumentality of the Commonwealth of Puerto Rico, herein represented by its Executive Director, María de Lourdes Blázquez Arsuaga, of legal age, married and resident of Guaynabo, Puerto Rico, as authorized by the Resolution, signed on April thirty (30) two thousand thirteen (2013), by the Secretary of Economic Development and Commerce, Alberto Bacó Bagué, President of the Board of Directors, and certified by the Secretary of the Board of Directors, Francisco Acevedo, on May second (2nd) of the year two thousand thirteen (2013), under affidavit number 16,209.-----

---I, the Notary, certify that I am personally acquainted with the persons appearing herein and by their statements I further certify as to their age, civil status, profession and residence. They assure me that they have and in my judgment they do have the necessary legal capacity to execute this instrument, and accordingly they do hereby.-----

-----STATE-----

---FIRST: The United States of America and the Commonwealth of Puerto Rico entered into a Quitclaim Deed dated May sixth (6<sup>th</sup>), Two Thousand Thirteen (2013), executed by the United States of America, represented by Gregory C. Preston, Real Estate Contracting Officer and the Local Redevelopment Authority for Naval Station Roosevelt Roads represented by Maria de Lourdes Blázquez

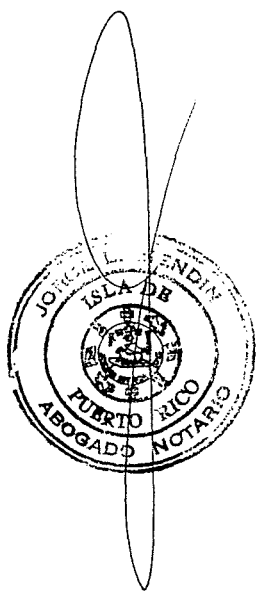
Arsuaga, as its Executive Director, hereinafter "Quitclaim Deed".-----

---SECOND: The appearing parties state that the Quitclaim Deed pursuant to which the United States of America transferred to the Local Redevelopment Authority for Naval Station Roosevelt Roads the title of the following described property, hereinafter the "Property", is presently in effect:-----

-----CLEAN PARCEL NINE (9)-----

---"Rural: Parcel of land identified as Clean Parcel 9 (formerly Sale Parcel Roman Numeral One (I) D) situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of two million five hundred seventy-six thousand seven hundred and eighty square meters and five hundred and seven thousandths of a square meter (2,576,780.507 m<sup>2</sup>) equivalent to six hundred and fifty five cuerdas and six hundred and seven thousandths of a cuerda (655.607 cuerdas), bounded on the North by the Jose Aponte de la Torre Airport, property of the Commonwealth of Puerto Rico, Puerto Rico Ports Authority, on the East by Clean Parcel 3, property of the Commonwealth of Puerto Rico, by Conservation Zone 28, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Conservation Zone 26, Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda, on the South by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Sale Parcel IIA, property of the United States of America and on the West by Conservation Zone 5, property of Commonwealth of Puerto Rico, Department of Natural Resources), by Clean Parcel 5 (formerly known as Water Treatment Plant, property of the Commonwealth of Puerto Rico) and by the FBI Parcel 18, property of the United States of America).-----

---The Property is the remnant of property number 10,298 recorded at Page 133 of Volume 163 of Ceiba, Registry of the Property, Fajardo Section, from which property several parcels of land were segregated pursuant to Deed of Segregations and Description of Remnants, Deed Number Twenty Five (25), executed on this same date, before the



Attesting Notary Public.-----

---THIRD: The Grantor acquired title to the Property by virtue of Deed of Segregations and Description of Remnant Deed Number Five Hundred Seventy Six (576), executed on the eight (8th) day of October, Two Thousand Ten (2010), before Notary Public Raúl J. Vilá Selles.-----

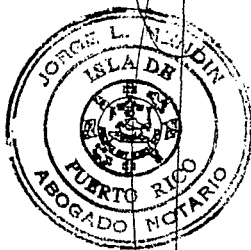
---FOURTH: The Property is free of liens and encumbrances except those that may appear of record.-----

---FIFTH: The Grantor, as agreed in the Quitclaim Deed for and in consideration of the perpetual use of the Property, transfers to the Grantee and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants expressed and set forth in the Quitclaim Deed, all rights, title and interest in and to the Property.-----

---SIXTH: This conveyance is made subject to any and all existing rights-of-way, easements, covenants and agreements affecting the Property.---

---SEVENTH: It is understood and agreed that the Grantee, its assigns, and all parties shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.-----

---EIGHT: The Quitclaim consists of twelve (12) pages. Appended thereto are five (5) Exhibits that the appearing parties have agreed to attach to the first certified copy of this deed for purposes of recordation.-----





---NINTH: The appearing parties have agreed to convert the Quitclaim Deed into a public instrument for the purpose of recording it in the corresponding section of the Registry of Property of Puerto Rico and hereby do so by delivering the Quitclaim Deed to me, the Notary, which I proceed to attach to the original of the Quitclaim Deed so as to make it an integral part of my protocol of public instruments for the current year.-----

---TENTH: In addition to the contents of this public deed, the appearing parties hereby ratify and confirm all of the terms and conditions of the Quitclaim Deed and acknowledge that the attached document which they have delivered to me contains all the terms, covenants and conditions of their agreement, as per the terms of the present deed.---

---ELEVENTH: The appearing parties hereby agree to the extent required by law applicable to the United States of America, to fully cooperate to remedy promptly any and all technical defects and irregularities of title that may constitute an impediment or bar to the due and proper recordation of this deed in the Registry of Property, free from defects, including, without limitation, the execution and filing for record of any supplementary or clarification deeds, affidavits, and other public and/or private documents. Any obligation created on the United States of America, is specifically made subject to the availability of appropriated funds to be used for such purposes. Nothing contained herein shall be interpreted to require obligations or payments by the United



States of America that are in violation of the Anti-Deficiency Act, 31 U.S.C § 1341.-----

---TWELFTH: Only for purposes of recording the present deed at the Registry of the Property, the Property is valued at ONE THOUSAND DOLLARS (\$1,000.00).-----

---THIRTEENTH: The appearing parties hereby request the Registrar of the Property to record the Quitclaim Deed which has been acknowledged, ratified and converted to a public deed hereunder, together with the restrictive covenants therein stated.-----

-----ACCEPTANCE-----

---The appearing parties in accordance with the particulars of this Deed accept the same, in all its parts after, I, the Notary, gave them the necessary legal admonitions and warnings pertinent to this public instrument. Thus, the appearing parties state and execute this deed in my presence after having read the same, and place their initials on each and every page hereof and sign their name on the last page of this deed, before--- me, the Notary, that as to everything else hereinbefore stated, I the Notary, hereby ATTEST.--



M = H. Blg's  
Jorge Preston

*[Signature]*

**QUITCLAIM DEED**  
**Clean Parcel 9 (Sale Parcel 1D)**

THIS INDENTURE ("Quitclaim Deed") is made the 6<sup>th</sup> day of May, 2013 between **United States of America**, acting by and through the Secretary of the Navy, NAVFAC Base Closure Program Management Office Southeast, Charleston, South Carolina, hereinafter referred to as "GOVERNMENT," and **Local Redevelopment Authority for Naval Station Roosevelt Roads**, a government instrumentality of the Commonwealth of Puerto Rico ("Commonwealth"), created, operated, and existing under and by virtue of the laws of the Commonwealth, and designated by the Commonwealth and the Office of Economic Adjustment on behalf of the Secretary of Defense as the public agency to plan, promote, and implement the redevelopment of the former Naval Station Roosevelt Roads, hereinafter referred to as "GRANTEE." It is based upon the following facts:

**Recitals**

A. Pursuant to Section 8132 of the Department of Defense Appropriations Act for Fiscal Year 2004 (Public Law No. 108-87; the "Appropriations Act"), the GOVERNMENT was directed to close Naval Station Roosevelt Roads, Puerto Rico ("NSRR") no later than six (6) months after the enactment of the Appropriations Act, and to do so pursuant to the procedures and authorities contained in the Defense Base Closure and Realignment Act of 1990, as amended (title XXIX of Public Law No. 101-510, 10 U.S.C. § 2687 note; the "Base Closure Act").

B. Pursuant to the power and authority provided by Section 2905(b)(4) of the Base Closure Act and the implementing regulations of the Department of Defense (32 C.F.R. Part 174), the GOVERNMENT is authorized to convey surplus property at a closing installation to a local redevelopment authority for economic development purposes.

C. On August 30, 2006, the Office of Economic Adjustment of the Department of Defense recognized the GRANTEE, also known as the Portal del Futuro Authority and the Roosevelt Roads Naval Base Lands and Facilities Redevelopment Authority, as the local redevelopment authority for purposes of implementing the local redevelopment plan at NSRR.

D. GRANTEE, by application dated 17 December 2010, requested an "Economic Development Conveyance" ("EDC") of a portion of the surplus property comprised of approximately 1370.20 acres of the former Naval Station Roosevelt Roads, Ceiba, Puerto Rico.

E. The GRANTEE's EDC application was accepted by the GOVERNMENT on 16 September 2011.

F. The GOVERNMENT and the GRANTEE executed an Economic Development Conveyance Memorandum of Agreement on December 20, 2011 ("Original Agreement") detailing the specifics of the transfer of property under the Government-approved EDC,

**Clean Parcel 9 Deed**  
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1 including the consideration to be paid by the GRANTEE to the GOVERNMENT for such  
2 transfer.

3  
4 G. The Original Agreement did not address ownership of a parcel consisting of  
5 approximately one thousand, five hundred and forty-two (1,542) acres at NSRR referred to as  
6 "Parcel 1" and a parcel consisting of approximately four hundred and ninety-seven (497) acres at  
7 NSRR referred to as "Parcel 2."

8  
9 H. The GOVERNMENT and the GRANTEE executed an amendment to the Original  
10 Agreement on December 11, 2012 ("Amendment No. 1") to address the transfer of Parcel 1 and  
11 Parcel 2 to the GRANTEE (the Original Agreement, as amended by Amendment No. 1, is  
12 referred to herein as the "EDC Agreement").

13  
14 I. GRANTEE hereby offers consideration in the amount set forth in the EDC  
15 Agreement, plus other good and valuable consideration, to it in hand paid by GRANTEE, the  
16 receipt of which is hereby acknowledged; and GOVERNMENT has granted, bargained, sold,  
17 and released and by these presents does grant, bargain, sell, and release unto the said  
18 GRANTEE, its successors, and assigns, all right title and interest in and to that certain parcel of  
19 real property at the former NSRR and identified as "Clean Parcel 9" by the NSRR Disposal Map  
20 attached hereto and made a part hereof as **Exhibit "A."**

21  
22 NOW THEREFORE, by the acceptance of this Quitclaim Deed or any rights hereunder,  
23 the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the property  
24 transferred by this Quitclaim Deed is accepted subject to the following terms, restrictions,  
25 reservations, covenants, and conditions set forth below, which shall run with the land, provided  
26 that the property transferred hereby may be successively transferred only with the proviso that  
27 any such subsequent transferee assumes all of the obligations imposed upon the GRANTEE by  
28 the provisions of this Quitclaim Deed with respect to the property being transferred.

29  
30 IN CONSIDERATION OF THE FOREGOING, of the terms and conditions set forth  
31 below and of other good and valuable consideration (the receipt and adequacy of which, as  
32 consideration, the parties hereto both acknowledge), the parties hereto, intending to be legally  
33 bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.

34  
35 **Conveyance Language**

36  
37 GOVERNMENT does hereby, subject to any easements and encumbrances of record  
38 and subject to the reservations, exceptions, notices, covenants, conditions, and restrictions  
39 expressly contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE,  
40 its heirs, successors, and its assigns, without any warranty, express or implied, as to the quantity  
41 or quality of GOVERNMENT's title (except such warranties as are specifically set forth herein,  
42 required by 42 U.S.C. § 9620(h)(4), or otherwise required by law), all GOVERNMENT's right,  
43 title, and interest in that certain real property, comprising 779.812 acres or 802.922 cuerdas, but

## Clean Parcel 9 Deed

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1 showing a small difference in square meters, as appears from a ground plot plan prepared by  
2 Integra - Architects & Engineers (collectively, "**PROPERTY**"), including, but not limited to the  
3 underlying, estate, buildings, structures, and improvements situated or installed thereon, commonly  
4 known as and referred to herein as Clean Parcel Nine (CP-9) (formerly Sale Parcel Roman Numeral  
5 One (I) (D)), more fully described on the documents attached to this Quitclaim Deed and  
6 incorporated herein as **Exhibit "B"**.

7  
8 TOGETHER WITH all and singular the ways, waters, water-courses, driveways, rights,  
9 hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining,  
10 and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title,  
11 interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or  
12 otherwise howsoever, of, in, and to the same and every part thereof, and

13  
14 TO HAVE AND TO HOLD the said lots or pieces of ground above described, the  
15 hereditaments and premises hereby granted, or mentioned and intended so to be, with the  
16 appurtenances, unto the said GRANTEE, its heirs, its successors, and its assigns, and subject to  
17 the reservations, restrictions, and conditions set forth in this instrument, to and for the only  
18 proper use and behalf of the said GRANTEE, its heirs, its successors, and its assigns forever.

### 19 20 Special Sections

21  
22 I. Access Easements: GRANTEE, upon acceptance of the PROPERTY, shall enjoy the  
23 right and use of, and GRANTOR hereby assigns to GRANTEE, GRANTEE's interest in that  
24 certain non-exclusive easement(s), constituted by public deed number five hundred, seventy-five  
25 (575), executed on 8 October 2010 for the benefit of the GOVERNMENT, its successors, and  
26 assigns, all as illustrated by **Exhibit "C"**.

### 27 28 Environmental Notices for the Property

29  
30 II. Notice of Environmental Condition: Information concerning the environmental  
31 condition of the PROPERTY is contained in the document known as the **Finding of Suitability**  
32 **to Transfer** dated January 2008 (Sale Parcel I – Bundy) and the **Addendum** dated April 2012,  
33 which are attached hereto and made a part hereof as **Exhibit "D"** (collectively, the "FOST"), the  
34 receipt of which are hereby acknowledged by the GRANTEE. An **Environmental Condition of**  
35 **Property (ECP)** report is referenced in the FOST; the FOST and ECP reference environmental  
36 conditions on the PROPERTY. The FOST sets forth the basis for the GOVERNMENT's  
37 determination that the PROPERTY is suitable for transfer. Together, the ECP and FOST contain  
38 all pertinent information currently known by GOVERNMENT as to the environmental condition  
39 of the PROPERTY. GRANTEE hereby acknowledges that it has been provided copies of the  
40 ECP and FOST. The specific environmental conditions described in the FOST and ECP, which  
41 are applicable to the PROPERTY, are contained in this Quitclaim Deed.  
42

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1 **III. Property Covered by Covenant and Access Rights Made Pursuant to Section**  
2 **120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability**  
3 **Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):** For the property, the Grantor provides the following  
4 covenants and retains the following access rights:

5       **a. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive**  
6 **Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §**  
7 **9620(h)(4)(D)(i)):** Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental  
8 Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United  
9 States warrants that any response action or corrective action found to be necessary after the date  
10 of this deed for contamination existing on the PROPERTY prior to the date of this deed shall be  
11 conducted by the United States.  
12

13       **b. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive**  
14 **Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §**  
15 **9620(h)(4)(D)(ii)):** The United States retains and reserves a perpetual and assignable easement  
16 and right of access on, over, and through the PROPERTY, to enter upon the PROPERTY in any  
17 case in which an environmental response or corrective action is found to be necessary on the part  
18 of the United States, without regard to whether such environmental response or corrective action  
19 is on the PROPERTY or on adjoining or nearby lands. Such easement and right of access  
20 includes, without limitation, the right to perform any environmental investigation, survey,  
21 monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or  
22 pumping wells or other treatment facilities, response action, corrective action, or any other action  
23 necessary for the United States to meet its responsibilities under applicable laws and as provided  
24 for in this instrument. Such easement and right of access shall be binding on the GRANTEE and  
25 its successors and assigns and shall run with the land.  
26

27 In exercising such easement and right of access, the United States shall provide the GRANTEE  
28 or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon  
29 the PROPERTY and exercise its rights under this clause, which notice may be severely curtailed  
30 or even eliminated in emergency situations. The United States shall use reasonable means to  
31 avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and  
32 assigns' quiet enjoyment of the PROPERTY. At the completion of work, the work site shall be  
33 reasonably restored. Such easement and right of access includes the right to obtain and use utility  
34 services, including water, gas, electricity, sewer, and communications services available on the  
35 PROPERTY at a reasonable charge to the United States. Excluding the reasonable charges for  
36 such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its  
37 successor and assigns, for the exercise of the easement and right of access hereby retained and  
38 reserved by the United States.  
39

40 In exercising such easement and right of access, neither the GRANTEE nor its successors and  
41 assigns, as the case may be, shall have any claim at law or equity against the United States or any  
42 officer, employee, agent, contractor of any tier, or servant of the United States based on actions

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1 taken by the United States or its officers, employees, agents, contractors of any tier, or servants  
2 pursuant to and in accordance with this clause; Provided, however, that nothing in this paragraph  
3 shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy  
4 available to them under the Federal Tort Claims Act.

5  
6 **IV. Grantee Notice Requirement Regarding Future Sale or Assignment:** In accordance  
7 with that certain RCRA 7003 Administrative Order on Consent (EPA Docket No. RCRA-02-  
8 2007-7301) ("Order"), and for as long as such Order is in effect, GRANTEE, on behalf of its  
9 heirs, successors and assigns, covenants that it shall provide written notice to the  
10 GOVERNMENT of any subsequent sale or assignment of the PROPERTY, or any portion  
11 thereof, and provide contact information concerning the new owner or assignee. The following  
12 is the point of contact for notice to the GOVERNMENT:

13  
14 Director  
15 NAVFAC BRAC Program Management Office SE  
16 4130 Faber Place Drive  
17 Suite 202  
18 North Charleston, SC 29405  
19

20 In the event GRANTEE, its successors or assigns (each hereinafter called a "Transferor")  
21 conveys the PROPERTY, or any portion thereof, the Transferor shall provide to the party  
22 acquiring the PROPERTY, or any portion thereof, notice of this requirement.

23  
24 **V. Lead Based Paint Hazard Disclosure and Acknowledgment:** The PROPERTY  
25 contains improvements that, due to their age, are likely to have been painted with lead based  
26 paint.

27  
28 1. Lead from paint, paint chips, and dust can pose health hazards if not managed  
29 properly. Pursuant to 40 C.F.R. Section 745.113, the following notice is provided: "Every  
30 purchaser of any interest in residential real property on which a residential dwelling was built  
31 prior to 1978 is notified that such property may present exposure to lead from lead-based paint  
32 that may place young children at risk of developing lead poisoning. Lead poisoning in young  
33 children may produce permanent neurological damage, including learning disabilities, reduced  
34 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a  
35 particular risk to pregnant women. The seller of any interest in residential real property is  
36 required to provide the buyer with any information on lead-based paint hazards from risk  
37 assessments or inspections in the seller's possession and notify the buyer of any known lead-  
38 based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is  
39 recommended prior to purchase." The GRANTEE shall be responsible for managing all lead-  
40 based paint and potential lead-based paint in compliance with all applicable Federal,  
41 Commonwealth, and local laws and regulations.

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1  
2           2.       The GRANTEE hereby acknowledges the required disclosure of the presence of  
3 any known LBP and/or LBP hazards in target housing constructed prior to 1978 in accordance  
4 with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d  
5 (Title X). The GRANTOR agrees that it has provided to GRANTEE, and GRANTEE  
6 acknowledges the receipt of, available records and reports pertaining to LBP and/or LBP hazards  
7 and receipt of the Environmental Protection Agency (EPA) approved pamphlet: Renovate Right:  
8 Important Lead Hazard Information for Families, Child Care Providers and Schools.  
9 Furthermore, the GRANTEE acknowledges that it has read and understood the EPA pamphlet.

10  
11           3.       The GRANTEE covenants and agrees that, in any improvements on the  
12 PROPERTY defined as target housing by Title X and constructed prior to 1978, LBP hazards  
13 will be disclosed to potential occupants in accordance with Title X before use of such  
14 improvements as a residential dwelling (as defined in Title X). Further, the GRANTEE  
15 covenants and agrees that it shall, or it shall require future transferees of the PROPERTY to,  
16 abate LBP hazards in any applicable target housing in accordance with the requirements of Title  
17 X, to the extent applicable, before re-occupancy of the residential dwelling, in accordance with  
18 applicable laws. "Target housing" means any housing constructed prior to 1978, except housing  
19 for the elderly or persons with disabilities (unless any child who is less than six (6) years of age  
20 resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

21  
22           4.       The GRANTEE acknowledges that the GRANTOR assumes no liability for costs  
23 or any damages for personal injury, illness, disability, or death to the GRANTEE, or to any other  
24 person, including members of the general public, arising from or incident to the purchase,  
25 transportation, removal, handling, use, disposition, or other activity causing or leading to contact  
26 of any kind whatsoever with LBP on the PROPERTY, arising after the conveyance of the  
27 PROPERTY from the GRANTOR to the GRANTEE, whether the GRANTEE has properly  
28 warned, or failed to properly warn, the persons injured.

29  
30           5.       Upon execution of this Quitclaim Deed, the GRANTEE covenants and agrees that  
31 it shall, and it shall require future transferees of the PROPERTY to, be responsible at its own  
32 cost and expense for the maintenance and management of LBP and LBP hazards located in the  
33 improvements on the PROPERTY, and the GRANTEE shall comply with Title X and all  
34 applicable Federal, Commonwealth, and local laws relating to LBP.

35  
36 **VI.   Asbestos Containing Materials Disclosure and Acknowledgment:** GRANTEE hereby  
37 acknowledges that asbestos containing materials (ACM) remain in buildings on the PROPERTY  
38 and agrees to manage any and all remaining ACM in accordance with applicable laws and  
39 regulations.

40  
41           1.       GRANTOR covenants that it has provided to the GRANTEE all documentation in  
42 its possession regarding the presence of any known ACM, and the GRANTEE acknowledges  
43 receipt of documentation disclosing the presence of any known ACM in the buildings and



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1 structures on the PROPERTY. The GRANTEE covenants that it will, and it will require future  
2 transferees of the PROPERTY to, prohibit use or occupancy of buildings and structures, or  
3 portions thereof, containing known friable and accessible, or damaged ACM prior to abatement  
4 of the friable and accessible, or damaged ACM or demolition of the building or structure, to the  
5 extent required by applicable law.

6  
7 2. The GRANTEE covenants and agrees that it shall require, and it shall require  
8 future transferees of the PROPERTY, in its use and occupancy of the PROPERTY, including but  
9 not limited to demolition of buildings containing ACM, to comply with all applicable Federal,  
10 Commonwealth and local laws relating to ACM. The GRANTEE acknowledges that the  
11 GRANTOR assumes no liability for costs or any damages for personal injury, illness, disability,  
12 or death to the GRANTEE, or to any other person, including members of the general public,  
13 arising from or incident to the purchase, transportation, removal, handling, use, disposition, or  
14 activity causing or leading to contact of any kind whatsoever with ACM in the improvements on  
15 the PROPERTY, arising after the conveyance of the PROPERTY from the GRANTOR to the  
16 GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn the persons  
17 injured.

18  
19 3. The GRANTEE covenants and agrees that it shall, and it shall require future  
20 transferees of the PROPERTY, upon demolition of the improvements located on the  
21 PROPERTY, remove all ACM in accordance with the EPA National Emission Standard for  
22 Hazardous Air Pollutants (NESHAP), 40 C.F.R. Section 61, Subpart M and applicable  
23 Commonwealth laws and regulations.

24  
25 **VII. Non-interference with Navigable Airspace:** The GRANTEE covenants for itself,  
26 successors, and assigns, and every successor in interest to the PROPERTY herein described, or  
27 any part thereof, that any construction or alteration is prohibited unless a determination of no  
28 hazard to air navigation is issued by the Federal Aviation Administration in accordance with  
29 Title 14, Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace",  
30 or under the Authority of the Federal Aviation Act of 1958, as amended.

31  
32 **VIII. Protection of Archeological Resources:** The GRANTEE shall monitor for  
33 archeological artifacts during its construction activities and shall take appropriate action should  
34 any artifacts be discovered in accordance with the Memorandum of Agreement between the  
35 United States Navy and the Puerto Rico Historic Preservation Officer concerning the disposal of  
36 Naval Activity Puerto Rico executed September 28, 2011.

37  
38 **IX. Protection of Wetlands:** The GRANTEE is hereby notified that the PROPERTY may  
39 contain wetlands. Wetland activities such as filling, draining or altering are regulated by Federal  
40 laws. Section 404 of the Clean Water Act (CWA) establishes a program to regulate the  
41 discharge of dredged or fill material into waters of the United States, including wetlands.  
42 Activities in waters of the United States regulated under this program include fill for

## Clean Parcel 9 Deed

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development, water resource projects (such as dams and levees), infrastructure development (such as highways and airports) and mining projects.

### General Provisions

X. **Conveyance is "As Is – Where Is":** Except as expressly provided in this Quitclaim Deed or as otherwise required by law, the PROPERTY is being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, quantity, character, condition, size, kind, or fitness for a particular purpose. In this regard, GRANTEE acknowledges, recognizes and accepts that as a result of a recent plat or plot plan prepared by Integra - Architects & Engineers, prior to the segregation of the parcels of land more fully described in **Exhibit "B"** hereto, the surface measurement of the PROPERTY shows a small difference in square meters. According to the plot plan, the sum of the area of the PROPERTY adds up to 3,155,788.28 m<sup>2</sup>, although at the Registry of Property, the PROPERTY is recorded with a total area of 3,155,801.0 m<sup>2</sup>. The difference in surface measurement as shown could be attributed to less precise methods of calculations as used in the past. The GRANTOR has not requested from the Registrar of the Property to rectify and register the new surface measurement of the Property in the Registry of the Property books. GRANTEE also acknowledges, recognizes and accepts that the plot plan reflects that the general surface description of the PROPERTY has changed due to changes affecting the properties adjacent to its boundaries. The new legal description for the remnant of the PROPERTY, after taking account of the segregations and the changes affecting its boundaries, is also described in **Exhibit "B"** hereto.

XI. **Covenant Regarding Non-Discrimination:** GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the PROPERTY, or any part thereof, that GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to PROPERTY used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

### XII. **General Notice Provision:**

To facilitate such future cooperation, the following points of contact have been designated by the GOVERNMENT, GRANTEE, United States Environmental Protection Agency (USEPA) and Puerto Rico Environmental Quality Board (PREQB):

**Clean Parcel 9 Deed**  
**Page 9.**

GOVERNMENT: Director  
NAVFAC BRAC Program Management Office Southeast  
4130 Faber Place Drive  
Suite 202  
North Charleston, SC 29405

GRANTEE: Executive Director  
Local Redevelopment Authority for Naval Station Roosevelt Roads  
400 Calaf St.  
PMB #456  
San Juan, PR 00918-1314

With a copy to: Kutak Rock LLP  
1101 Connecticut Avenue, NW  
Suite 1000  
Washington, DC 20036  
Attention: George Schlossberg, Esq.

USEPA: U.S. Environmental Protection Agency  
Region 2  
290 Broadway - 22nd Floor  
New York, NY 10007-1866  
Attention: Chief, RCRA Programs Branch

PREQB: Puerto Rico Environmental Quality Board  
Oficina del Presidente - Piso 5 Ave.  
Ponce de Leon #I308  
Carr Estatal 8838  
Sector El Cinco  
Rio Piedras, PR 00926

**XIII. Recording of Title:**

The appearing parties do hereby acknowledge that although this Quitclaim Deed is a valid and legally binding document, it may not fulfill the requirements established by the Mortgage and Registry Property Act of 1979 for the recording of titles at the Registry of Property of Puerto Rico (the "Registry"). Therefore, the appearing parties agree to jointly take all actions reasonably necessary in accordance with and subject to the authorities and limitations prescribed by applicable Federal and Commonwealth law to cause the recordable documents to be executed, filed and registered in the Registry.

The appearing parties do hereby further acknowledge and recognize that in order for these parcels to exist as separate properties and be developed as intended, it may be necessary for the

**Clean Parcel 9 Deed**  
**Page 10.**

1 same to be segregated and the need for necessary easements to be created for the benefit of these  
2 parcels may arise. In the event that such easements are granted by the GOVERNMENT, the  
3 appearing parties acknowledge that the Recordable Documents must include such transactions  
4 and in a timely manner and agree to jointly take all actions reasonably necessary in accordance  
5 with and subject to the authorities and limitations prescribed by applicable Federal and  
6 Commonwealth law to cause the recordable documents to be executed, filed and registered in the  
7 Registry.

8  
9 Notwithstanding the foregoing, it is the intent of the appearing parties that immediately upon  
10 execution of this Quitclaim Deed, as it appears herein, all right, title and interest in the  
11 PROPERTY shall have conveyed to the GRANTEE.

12  
13 Any requirement for the obligation or payment of funds by the GOVERNMENT established by  
14 any provision of this Quitclaim Deed shall be subject to the availability of appropriated funds,  
15 and no provision herein shall be interpreted to require an obligation or payment in violation of  
16 the Anti-Deficiency Act, 31 U.S.C. Section 1341.

17  
18 **XIV. Counterparts:** This Quitclaim Deed may be executed in counterparts, each of which  
19 shall be deemed an original, and such counterparts may be assembled to form a single document.

20  
21 **The remainder of this page is intentionally left blank**

gcf  
mjb

Execution

IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto him as Real Estate Contracting Officer for the United States of America, has hereunto executed this Quitclaim Deed as of the day and year first written above.

UNITED STATES OF AMERICA

By: Navy BRAC PMO

By: Gregory C. Preston  
Gregory C. Preston  
Real Estate Contracting Officer

JP

Affidavit No. 992 (copy 4)

Acknowledged and subscribed before me by Gregory C. Preston, of legal age, married, public servant and resident of Mount Laurel, New Jersey, in his capacity as Real Estate Contracting Officer of the NAVY BRAC PMO of the Department of the Defense of the United States of America, who I personally know.

In San Juan, Puerto Rico on this 6th day of May, 2013.



[Signatures Continue on Following Page]

*[Handwritten signature]*

**Clean Parcel 9 Deed**  
**Page 12.**

IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto her, as Executive Director, has hereunto executed and accepted this Quitclaim Deed as of the day and year first written above.

LOCAL REDEVELOPMENT AUTHORITY  
NAVAL STATION ROOSEVELT ROADS

By:



María L. Blázquez Arsuaga  
Executive Director

Affidavit No. 993 (copy 4)

Acknowledged and subscribed to before me, by María L. Blázquez Arsuaga, of legal age, married, public servant and resident of Guaynabo, Puerto Rico in his capacity as Executive Director, who I personally know.

In San Juan, Puerto Rico this 6th day of May, 2013.





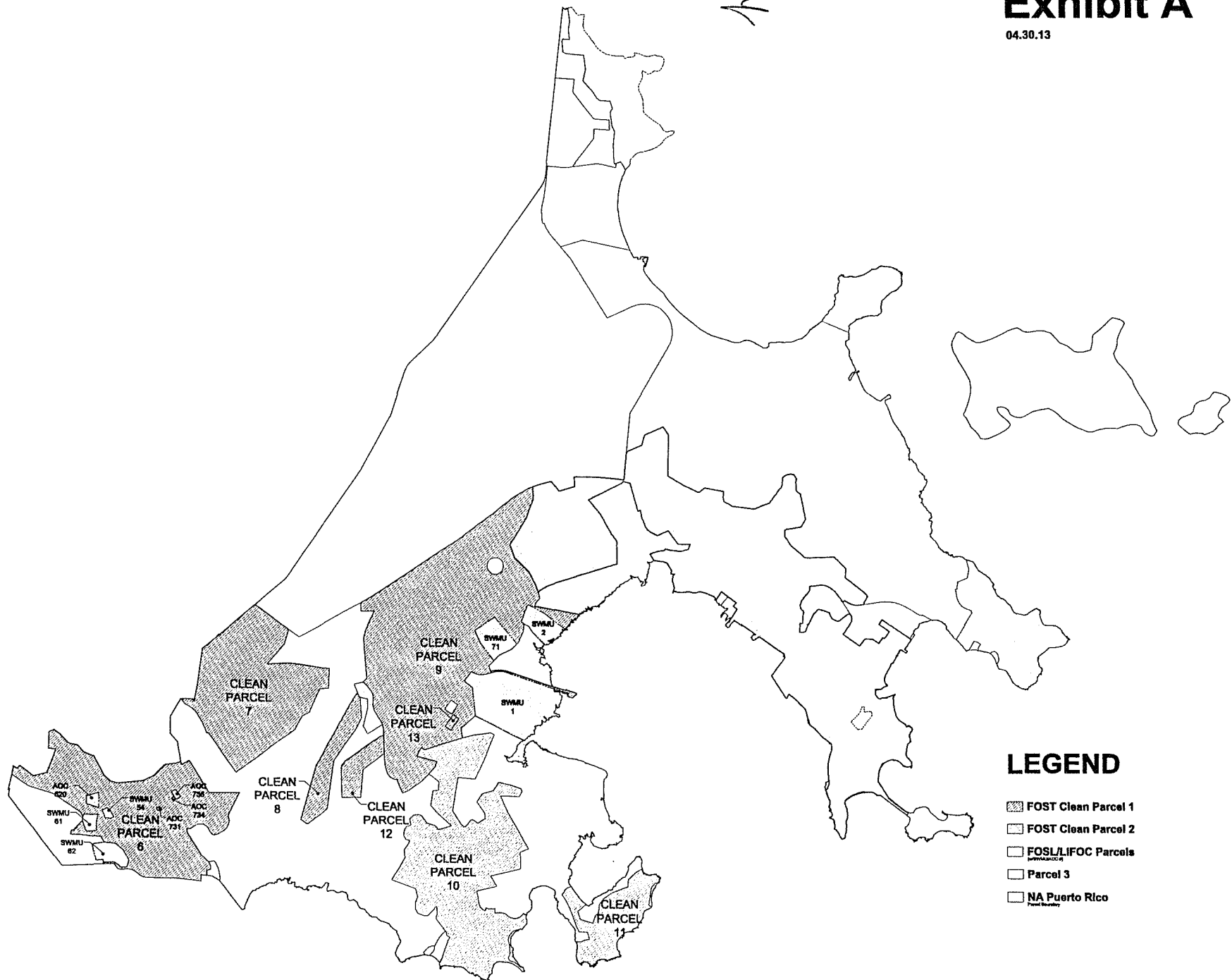
**Exhibit "A"**  
**NSRR DISPOSAL MAP**

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MB

08/24

# Exhibit A

04.30.13





**Exhibit "B"**

**LEGAL DESCRIPTIONS OF PROPERTY CONVEYED  
CLEAN PARCEL 9**

**The surface measurement as per the plot plan prepared by Integra - Architects & Engineers is as follows:**

**-----SALE PARCEL ID-----**

"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) D situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of three million one hundred fifty-five thousand seven hundred and eighty-eight point twenty eight square meters (3,155,788.28m<sup>2</sup>) equivalent to eight hundred and two cuerdas and nine hundred and twenty-two thousandths of a cuerda (802.922 cuerdas); bounded on the North by the Jose Aponte de la Torre Airport, property of the Commonwealth of Puerto Rico, Puerto Rico Ports Authority, on the East by Clean Parcel 3, property of the Commonwealth of Puerto Rico and by Conservation Zone 28, property of the Commonwealth of Puerto Rico, Department of Natural Resources and by Conservation Zone 26, property of the Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda, on the South by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Sale Parcel IIA property of the United States of America and on the West by Conservation Zone 5, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Clean Parcel 5 (formerly known as Water Treatment Plant) property of the Commonwealth of Puerto Rico and by FBI Parcel 18, property of the United States of America."

**The surface measurement as recorded at the Registry of Property but taking into account changes to the adjacent boundaries is as follows:**

"Rural: Parcel of land identified as Sale Parcel Roman Numeral One (I) D situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of three million one hundred fifty-five thousand eight hundred and one square meters (3,155,801.0 m<sup>2</sup>), equivalent to eight hundred and two cuerdas and nine hundred and twenty-two thousandths of a cuerda (802.922 cuerdas); bounded on the North by the Jose Aponte de la Torre Airport, property of the Commonwealth of Puerto Rico, Puerto Rico Ports Authority, on the East by Clean Parcel 3, property of the Commonwealth of Puerto Rico and by Conservation Zone 28, property of the Commonwealth of Puerto Rico, Department of Natural Resources and by Conservation Zone 26, property of the Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda, on the South by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Sale Parcel IIA property of the United States of America and on the West by Conservation Zone 5, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Clean Parcel 5 (formerly known as Water Treatment Plant) property of the Commonwealth of Puerto Rico and by FBI Parcel 18, property of the United States of America."

**From the PROPERTY the following segregations were made:**

-----SMWU 1-----

---"RURAL: Parcel of land identified as SMWU 1, situated in the Wards of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of four hundred and three thousand four hundred and eight square meters and fifty-four thousandths of square meter (403,408.054 m<sup>2</sup>) equivalent to one hundred and two cuerdas and six hundred and thirty-eight thousandths of a cuerda (102.638 cuerdas); bounded on the North, East and West by lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America and on the South by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources and lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America."-----

-----SMWU 2-----

---"RURAL: Parcel of land identified as SMWU 2, situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of eighty three thousand and thirty-three square meters and four hundred and seventy-seven thousandths of a square meter (83,033.477 m<sup>2</sup>) equivalent to twenty one cuerdas and one hundred and twenty-six thousandths of a cuerda (21.126 cuerdas); bounded on the North and West by lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America, on the East by Ensenada Honda and on the South by Conservation Zone 26, property of the Commonwealth of Puerto Rico, Department of Natural Resources."

-----SMWU 71-----

---"RURAL: Parcel of land identified as SMWU 71, situated in the Ward of Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of ninety two thousand five hundred and sixty-six square meters and two hundred and forty three thousandths of a square meter (92,566.243 m<sup>2</sup>) equivalent to twenty three cuerdas and five hundred and fifty one thousandths of a cuerda (23.551 cuerdas); bounded on the North, East and West by lands of the principal estate from which it is segregated (Sale Parcel ID), property of the United States of America and on the South by Conservation Zone 26 property of the Commonwealth of Puerto Rico, Department of Natural Resources."-----

**After the segregations the new remnant is described as follows:**

-----CLEAN PARCEL NINE (9)-----

---"RURAL: Parcel of land identified as Clean Parcel Nine (9) (Former Sale Parcel Roman Numeral One (I) D) situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of two million five hundred seventy-six thousand seven hundred and eighty square meters and five hundred and seven thousandths of a square meter (2,576,780.507 m<sup>2</sup>) equivalent to six hundred and fifty five cuerdas and six hundred and seven thousandths of a cuerda (655.607 cuerdas), bounded on the North by the Jose Aponte de la Torre Airport, property of the Commonwealth of Puerto Rico, Puerto Rico Ports Authority, on the East

by Clean Parcel 3, property of the Commonwealth of Puerto Rico, by Conservation Zone 28, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Conservation Zone 26, property of the Commonwealth of Puerto Rico, Department of Natural Resources and Ensenada Honda, on the South by Conservation Zone 13, property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Sale Parcel IIA, property of the United States of America and on the West by Conservation Zone 5 property of the Commonwealth of Puerto Rico, Department of Natural Resources, by Clean Parcel 5 (formerly known as Water Treatment Plant, property of the Commonwealth of Puerto Rico and by FBI Parcel 18, property of the United States of America.”

**Exhibit "C"**  
**ACCESS EASEMENTS**

gg  
mb

----DEED NUMBER FIVE HUNDRED SEVENTY FIVE (575)----

----- DEED OF CONSTITUTION OF PATH EASEMENTS-----

---In San Juan, Puerto Rico, this eighth (8<sup>th</sup>)  
day of October of the year two thousand ten  
(2010).-----

----- BEFORE ME -----

---RAÚL J. VILÁ SELLES, Attorney-at-Law and Notary  
Public in and for the Commonwealth of Puerto Rico,  
with office and residence in San Juan, Puerto  
Rico.-----

----- APPEARS -----

---AS SOLE PARTY: United States of America, acting  
by and through the Department of the Navy, Base  
Realignment and Closure Program Management Office  
Southeast, under and pursuant to the powers and  
authority contained in the provisions of Title Ten  
(10), Section Two Thousand Eight Hundred Seventy-  
Eight (2878), of the United States Code, and  
regulations and orders promulgated thereunder,  
having an address of forty-one thirty (4130) Faber  
Place Drive, Suite Two Hundred Two (202) North  
Charleston, South Carolina herein represented by  
Gregory C. Preston, also known as Gregory Charles  
Preston, of legal age, married and resident of the  
State of New Jersey, United States of America, who  
is authorized to appear in this deed as real  
estate contracting officer, by virtue of that  
Certificate of Appointment signed by B.J. Penn,  
Assistant Secretary of the Navy (Installations and  
Environment), on August eighteenth (18<sup>th</sup>), two  
thousand six (2006).-----

---I, the Notary Public, do hereby certify and  
attest that I personally know the appearing party

*JP*  
*MB*

and his age, civil status, and residence, by his statements, he assures me to have, and in my judgment he does have, the legal capacity necessary for the execution of this deed, and for that purpose he freely-----

----- STATES-----

---FIRST: That the Airport, the Conservation Zones, Los Machos Three (3), and the Hospital parcels, appear recorded in the Registry of the Property, in favor of the United States of America, described in the English language as follows:-----

----- AIRPORT-----

---"Rural: Parcel of land identified as Airport situated in the Wards of Machos, Chupacallos and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing six million six hundred sixty-one thousand eight hundred and three point six (6,661,803.6) square meters equivalent to one thousand six hundred ninety-four point nine hundred forty-five (1694.945) cuerdas, more or less. Bounded on the North and West by the Municipality of Ceiba, and on the South and East by lands of the principal estate from which it is segregated."-----

----- CONSERVATION ZONES-----

---"Rural: Parcel of land identified as Conservation Zones situated in the Wards of Los Machos, Guayacán and Quebrada Seca, Municipality of Ceiba and the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of twelve million eighty five thousand nine hundred and thirty point nine (12,085,930.9) square meters equivalent to three thousand and seventy-four point nine hundred and ninety (3074.990) cuerdas more or less, comprised of the following:-----

---Conservation Zone One (1)-----

---"Rural: Parcel of land identified as Conservation Zone One (1) situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico containing an area of three hundred seventy-three thousand five hundred and forty-four point six (373,544.6) square meters equivalent to ninety-five point zero four zero (95.040) cuerdas, more or less, bounded on the North and East by lands of the principal estate from which it is segregated; on the South, by Felix Robles and the Municipality of Naguabo, Puerto Rico; and on the West, by the Municipality of Naguabo, Puerto Rico."-----

---Conservation Zone Five (5)-----

---"Rural: Parcel of land identified as Conservation Zone Five (5) situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico and the Ward of Dagua, Municipality of Naguabo, Puerto Rico, containing an area of three million six hundred and thirty-nine thousand four hundred and eighty-five point zero (3,639,485.0) square meters, equivalent to nine hundred and twenty-five point nine hundred eighty-four (925.984) cuerdas, more or less, comprising the following:-----

---Portion A. Municipality of Ceiba; -----

---"Rural: Parcel of land identified as Conservation Zone Five (5) situated in the Wards of Guayacan and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of two million two hundred and seventy thousand eight hundred and five point five (2,270,805.5) square meters, equivalent to five hundred seventy-seven point seven hundred fifty-five (577.755) cuerdas, more or less, bounded on the North, East and West by lands of the principal estate from which it is segregated and on the South by Bahia Algodones."--

---Portion B. Municipality of Naguabo;-----

---"Rural: Parcel of land identified as Conservation Zone Five (5) situated in the Ward of Dagua, Municipality of Naguabo, Puerto Rico, containing an area of one million three hundred sixty-eight thousand six hundred seventy-nine point five (1,368,679.5) square meters, equivalent to three hundred forty-eight point two hundred twenty-nine (348.229) cuerdas, more or less, bounded on the North, East and West by lands of the principal estate from which it is segregated and on the South, by Bahia Algodones."-----

---Conservation Zone Nine (9);-----

---"Rural: Parcel of land identified as Conservation Zone Nine (9) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of ten thousand three hundred and twenty-three point one (10,323.1) square meters, equivalent to two point six hundred and twenty-six (2.626) cuerdas, more or less, bounded on the North, South and West by lands of the principal estate from which it is segregated; on the East by the Caribbean Sea."-----

---Conservation Zone Eleven (11);-----

---"Rural: Parcel of land identified as Conservation Zone Eleven (11) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of four thousand seven hundred and sixty four point eight (4,764.8) square meters, equivalent to one point two hundred and twelve (1.212) cuerdas, more or less, bounded on

the North, South and West by lands of the principal estate from which it is segregated; on the East by the Caribbean Sea."-----

---Conservation Zone Twelve (12);-----

---"Rural: Parcel of land identified as Conservation Zone Twelve (12) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico, containing an area of seventy thousand two hundred and forty nine point nine (70,249.9) square meters, equivalent to seventeen point eight hundred and seventy three (17.873) cuerdas, more or less, bounded on the North and East by the Caribbean Sea and on the South and West by lands of the principal estate from which it is segregated."-----

---Conservation Zone Thirteen (13);-----

---"Rural: Parcel of land identified as Conservation Zone Thirteen (13) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of one million five hundred and forty thousand and ten point nine (1,540,010.9) square meters, equivalent to three hundred and ninety-one point eight hundred and twenty-one (391.821) cuerdas, more or less, bounded on the North by lands of the principal estate from which it is segregated and Ensenada Honda, on the East by Ensenada Honda, on the South by lands of the principal estate from which it is segregated and by the Caribbean Sea, on the West by lands of the principal estate from which it is segregated."-----

---Conservation Zone Twenty-Six (26);-----

---"Rural: Parcel of land identified as Conservation Zone Twenty-Six (26) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of one hundred and seventy-one thousand seven hundred and thirty-one point two (171,731.2) square meters, equivalent to forty-three point six hundred and ninety-three (43.693) cuerdas, more or less, bounded on the North, South and West by lands of the principal estate from which it is segregated; on the East by the Ensenada Honda."-----

---Conservation Zone Twenty-Eight (28);-----

---"Rural: Parcel of land identified as Conservation Zone Twenty-Eight (28) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of six hundred and seven thousand three hundred and thirty point eight (607,330.8) square meters, equivalent to one hundred and fifty-four point five hundred and twenty-two (154.522) cuerdas, more or less, bounded on the North, East and West by lands of the principal estate from which it is segregated; on the South by the Ensenada Honda."-----

---Conservation Zone Los Machos Parcel One (1);---



---"Rural: Parcel of land identified as Los Machos Parcel One (1) situated in the Ward of Machos, Municipality of Ceiba, Puerto Rico containing an area of two hundred seventy-four thousand forty-two point two (274,042.2) square meters, equivalent to sixty-nine point seven hundred twenty-four (69,724) cuerdas, more or less, bounded on the North by the Majagua River, on the East by lands of the Commonwealth of Puerto Rico Department of Natural Resources, on the South by the lands of the principal estate from which it is segregated, and on the West by lands of Puerto Del Rey."-----

---Conservation Zone Thirty-Nine (39);-----

---"Rural: Parcel of land identified as Conservation Zone Thirty-Nine (39) situated in the Ward of Machos, Municipality of Ceiba, Puerto Rico containing an area of five million three hundred seventy-nine thousand nine hundred and nineteen point nine (5,379,919.9) square meters, equivalent to one thousand three hundred and sixty-eight point seven hundred and ninety-nine (1,368.799) cuerdas, more or less, bounded on the North by Media Mundo and by lands of the principal estate from which it is segregated, on the East by the Caribbean Sea and by lands of the principal estate from which it is segregated and on the South and West by lands of the principal estate from which it is segregated."-----

---Conservation Zone Fifty-Eight (58);-----

---"Rural: Parcel of land identified as Conservation Zone Fifty-Eight (58) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of two thousand eighty-eight point six (2,088.6) square meters, equivalent to zero point five hundred and thirty-one (0.531) of a cuerda, more or less, bounded on the North, East and South by lands of the principal estate from which it is segregated; on the West by Ensenada Honda."-----

---Conservation Zone Sixty (60);-----

---"Rural: Parcel of land identified as Conservation Zone Sixty (60) situated in the Ward of Guayacan, Municipality of Ceiba, Puerto Rico containing an area of one thousand nine hundred and ninety-four point seven (1,994.7) square meters, equivalent to zero point five hundred and seven (0.507) of a cuerda, more or less, bounded on the North, East and West by lands of the principal estate from which it is segregated; on the South by the Caribbean Sea."-----

---Conservation Zone Sixty-Five (65);-----

---"Rural: Parcel of land identified as Conservation Zone Sixty-Five (65) situated in the Ward of Machos, Municipality of Ceiba, Puerto Rico containing an area of five thousand six hundred and twenty-four point four (5,624.4) square

meters, equivalent to one point four hundred and thirty-one (1.431) cuerdas, more or less, bounded on the North, East and West by lands of the principal estate from which it is segregated; on the South by the Caribbean Sea."-----

---Conservation Zone Sixty-Six (66);-----

---"Rural: Parcel of land identified as Conservation Zone Sixty-Six (66) situated in the Ward of Machos, Municipality of Ceiba, Puerto Rico containing an area of four thousand eight hundred and twenty point eight (4,820.8) square meters, equivalent to one point two hundred and twenty-seven (1.227) cuerdas, more or less, bounded on the North, East and South by lands of the principal estate from which it is segregated; on the West by the Caribbean Sea."-----

---LOS MACHOS THREE (3)-----

---"Rural: Parcel of land identified as Los Machos Parcel Three situated in the Ward of Machos, Municipality of Ceiba, Puerto Rico, containing five hundred sixty-nine thousand two hundred ninety-eight point three (569,298.3) square meters equivalent to one hundred forty-four point eight hundred forty-five (144.845) cuerdas, more or less. Bounded on the North and South by the lands of the principal estate from which it is segregated, on the East by the edge of water of Puerto Medio Mundo, and on the West by lands of the principal estate from which it is segregated."-----

-----HOSPITAL-----

---"Rural: Parcel of land identified as Hospital situated in the Ward of Machos, Municipality of Ceiba, Puerto Rico, containing an area of one hundred thirteen thousand seventy seven point zero (113,077.0) square meters equivalent to twenty-eight point seven hundred seventy (28.770) cuerdas, more or less, bounded on the North, East, South and West by lands of the principal estate from which it is segregated."-----

---All of the above described parcels were segregated from property number nine thousand seven hundred fifty-two (9,752), recorded at Page seventy-six (76), of volume one hundred fifty-one (151) of Ceiba, Registry of Property of Puerto Rico, Fajardo Section.-----

---As per the Registry of the Property, all of the above parcels are free from liens and encumbrances.-----

---SECOND: That the appearing party represents that it is also the owner and sole title holder of the following parcel of land, which is the remnant after the segregation of the Airport, the Conservation Zones, Los Machos Three (3), and the Hospital parcels. Said remnant is described in the English language as follows, hereinafter

"Remnant":-----

---"Rural: Parcel of land identified as Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads situated in the Wards of Chupacallos, Los Machos, Ensenada Honda, Guayacan and Quebrada Seca, Municipality of Ceiba and the Ward of Daguao, Municipality of Naguabo, Puerto Rico, containing an area of fourteen million one hundred and seventy seven thousand six hundred and thirty eight point two (14,177,638.2) square meters equivalent to three thousand six hundred and seven point one hundred and seventy-nine (3,607.179) cuerdas more or less, divided into two portions as follows:-----

---Portion A - Municipality of Ceiba - Rural: Parcel of land identified as Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads situated in the Wards of Chupacallos, Los Machos, Ensenada Honda, Guayacán and Quebrada Seca, Municipality of Ceiba, Puerto Rico, containing an area of twelve million one hundred twenty-eight thousand seven hundred and eighty-one point four (12,128,781.4) square meters equivalent to three thousand and eighty-five point eight hundred and ninety-three (3,085.893) cuerdas, more or less, bounded on the North, by the southerly bank of the Demajagua River and Puerto Del Rey Marina and lands of the United States of America; on the East, by the Caribbean Sea; on the South, by Ensenada Honda, Bahía Algodones and lands of the United States of America; on the West, by the Easterly line of the railroad Right of Way of the Fajardo Development Company.-----

---Portion B - Municipality of Naguabo - Rural: Parcel of land identified as Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads situated in the Ward of Daguao, Municipality of Naguabo, Puerto Rico containing an area of two million forty-eight thousand eight hundred and fifty-six point eight (2,048,856.8) square meters, equivalent to five hundred and twenty-one point two hundred and eighty-six (521.286) cuerdas, more or less, bounded on the North and East by lands of the United States of America; on the South, by Felix Robles and the Municipality of Naguabo, Puerto Rico; and on the West, by the Municipality of Naguabo, Puerto Rico.-----

---The remnant of property number nine thousand seven hundred fifty-two (9,752), recorded at Page seventy-six (76), of volume one hundred fifty-one (151) of Ceiba, Registry of Property of Puerto Rico, Fajardo Section,-----

---As per the Registry of the Property, the Remnant is free from liens and encumbrances.-----

---THIRD: The Airport, the Conservation Zones, the Los Machos Three (3), the Hospital parcels and the Remnant resulted from deed of segregations and description of remnant, number five hundred seventy four (574), executed on eighth (8th) day of October, two thousand ten (2010), before Notary Public Raúl J. Vilá Sellés.-----

---FOURTH: The Government hereby reserves and constitutes a perpetual non-exclusive easement for the purpose of motor vehicle and pedestrian ingress and egress over upon and across the Airport parcel for the construction, repair, replacement, maintenance and operation of a two-lane roadway, for the use and benefit of the Conservation Zones parcel, Los Machos Three (3) parcel, the Hospital Parcel and the Remnant, their owners, successors, assigns, tenants, subtenants, licensees, suppliers and customers which easement is described as follows:-----

---"Strip of land located in the wards of Machos, Chupacallos and Quebrada Seca, Municipality of Ceiba, with a total area of thirty-two thousand five hundred ninety-six point two (32,596.2) square meters, equivalent to eight point two hundred ninety-four (8.294) cuerdas, consisting of:-----

----- Segment Two (2) -----

---"Strip of land having an area of nineteen thousand six hundred fifteen point four (19,615.4) square meters, equivalent to four point nine

hundred ninety-one (4.991) cuerdas, with a length of one thousand three hundred four point zero (1,304.0) meters and a width of fifteen point zero zero (15.00) meters running from North to South."-----

----- Segment Four (4) -----

---"Strip of land having an area of twelve thousand nine hundred eighty point eight (12,980.8) square meters, equivalent to three point three hundred three (3.303) cuerdas, with a length of seven hundred sixty point zero (760.0) meters and a width of fifteen point zero (15.0) meters running from South to North."-----

---FIFTH: To be recorded at the Registry of the Property, the easement is valued at ONE THOUSAND DOLLARS (\$1,000.00).-----

---SIXTH: The appearing party also hereby reserves and constitutes a perpetual non-exclusive easement for the purpose of motor vehicle and pedestrian ingress and egress over, upon and across the Conservation Zones parcel for the construction, repair, replacement, maintenance and operation of various two-lane roadways, for the use and benefit of the Airport parcel, the Los Machos Three (3) parcel, the Hospital Parcel and the Remnant, their owners, successors, assigns, tenants, subtenants, licensees, suppliers and customers which easement is described as follows:-----

---"Strip of land located in the wards of Los Machos, Guayacán and Quebrada Seca, Municipality of Ceiba and the ward of Daguao, Municipality of Naguabo, with a total area of one hundred thirty-eight thousand and twelve point five (138,012.5) square meters, equivalent to thirty-five point one hundred and fourteen (35.114) cuerdas, consisting of:-----

----- Segment Three (3) -----

---"Strip of land having an area of twenty-six thousand four hundred ninety-four point four (26,494.4) square meters, equivalent to six point seven hundred forty-one (6.741) cuerdas, with a length of one thousand seven hundred sixty-six point zero (1766.0) meters and a width of Fifteen (15) meters running from Southwest to Northeast, thence Southwest."-----

----- Segment Five (5) -----

---"Strip of land having an area of twenty-two thousand four hundred eleven point five (22,411.5) square meters, equivalent to five point seven hundred two (5.702) cuerdas, with a length of one thousand three hundred point zero (1,300.0) meters and a variable width running from Northwest to Southeast and thence Southwest."-----

----- Segment Eight (8) -----

---"Strip of land having an area of sixteen thousand nine hundred forty-nine point three (16,949.3) square meters, equivalent to four point three hundred twelve (4.312) cuerdas, with a length of one thousand one hundred twenty-nine point zero (1,129.0) meters and a width of fifteen (15) meters running from West to East, thence South to Northeast."-----

----- Segment Nine (9) -----

---"Strip of land having an area of forty-six thousand eight hundred twenty-six point two (46,826.2) square meters, equivalent to eleven point nine hundred fourteen (11.914) cuerdas, with a length of three thousand one hundred sixteen point zero (3,116.0) meters and with a variable width running from North to South."-----

----- Segment Fourteen (14) -----

---"Strip of land having an area of nine thousand six hundred thirty-nine point two (9,639.2) square meters, equivalent to two point four hundred fifty-two (2.452) cuerdas, with a length of six hundred forty-two point zero (642.0) meters and a width of fifteen (15) meters running from East to West thence South."-----

----- Segment Eighteen (18) -----

---"Strip of land having an area of six thousand four hundred twenty-one point seven (6,421.7) square meters, equivalent to one point six hundred thirty-four (1.634) cuerdas, with a length of three hundred fifty-five point zero (355.0) meters and a width of eighteen (18) meters running from East to West."-----

----- Segment Twenty (20) -----

---"Strip of land having an area of six thousand four hundred forty-eight point four (6,448.4) square meters, equivalent to one point six hundred forty-one (1.641) cuerdas, with length of four hundred thirty point zero (430.0) meters and a width of fifteen (15) meters running from Southwest to Northeast."-----

----- Segment Twenty Two (22) -----

---"Strip of land having an area of two thousand eight hundred twenty-one point eight (2,821.8) square meters, equivalent to zero point seven

hundred eighteen (0.718) cuerda, with a length of one hundred eighty-eight point zero (188.0) meters and a width of fifteen (15) meters running from North to South."-----

---SEVENTH: To be recorded at the Registry of Property, the easement is valued at ONE THOUSAND DOLLARS (\$1,000.00).-----

---EIGHTH: The appearing party also hereby reserves and constitutes a perpetual non-exclusive easement for the purpose of motor vehicle and pedestrian ingress and egress over, upon and across Los Machos Three (3) parcel for the construction, repair, replacement, maintenance and operation of various two-lane roadways for the use and benefit of the Airport parcel, the Conservation Zones parcel, the Hospital Parcel and the Remnant, their owners, successors, assigns, tenants, subtenants, licensees, suppliers and customers which easement is described as follows:-

-----Segment One (1) I-----

---"Strip of land having an area of ten thousand four hundred twenty-five point five (10,425.5) square meters, equivalent to two point six hundred fifty-three (2.653) cuerdas, with a length of five hundred sixty-eight point zero (568.0) meters and a variable width running from South to North."----

---NINTH: To be recorded at the Registry of the Property, the easement is valued at ONE THOUSAND DOLLARS (\$1,000.00).-----

---TENTH: The appearing party also hereby reserves and constitutes a perpetual non-exclusive easement for the purpose of motor vehicle and pedestrian ingress and egress over, upon and across the Remnant for the construction, repair, replacement, maintenance and operation of a two-lane roadways for the use and benefit of the Airport parcel, Los Machos Three (3) parcel, the Hospital Parcel and

the Conservation Zones parcel, their owners, successors, assigns, tenants, subtenants, licensees, suppliers and customers which easement is described as follows:-----

---"Strip of land located in the wards of Chupacallos, Los Machos, Ensenada Honda, Guayacán and Quebrada Seca, Municipality of Ceiba and ward of Dagua, Municipality of Naguabo, with a total area of three hundred fifty-three thousand three hundred and sixty-four point six (353,364.6) square meters, equivalent to eighty-nine point nine hundred fifty-three (89.953) cuerdas, consisting of:-----

----- Segment One (1) II-----

---"Strip of land having an area of ten thousand one hundred ninety-eight point three (10,198.3) square meters, equivalent to two point five hundred ninety-five (2.595) cuerdas, with a length of six hundred seventy-eight point five (678.5) meters and a width of fifteen point zero (15.0) meters running from South to North."-----

----- Segment Six (6) -----

---"Strip of land having an area of nine thousand two hundred twenty-six point eight (9,226.8) square meters, equivalent to two point three hundred forty-eight (2.348) cuerdas, a length of five hundred twelve point zero (512.0) meters and a width of eighteen (18) meters running from Northwest to Southeast."-----

----- Segment Seven (7) -----

---"Strip of land having an area of fifty thousand eight hundred ninety point one (50,890.1) square meters, equivalent to twelve point nine hundred forty-eight (12.948) cuerdas, with a length of three thousand two hundred fifty point zero (3250.0) meters and with a variable width running from West to East."-----

----- Segment Ten (10)-----

---"Strip of land having an area of fourteen thousand six hundred seventy-eight point two (14,678.2) square meters, equivalent to three point seven hundred thirty-five (3.735) cuerdas, with a length of eight hundred twenty-six point zero (826.0) meters and a variable width running from Southwest to Northeast."-----

----- Segment Eleven (11) -----

---"Strip of land having an area of eighty thousand five hundred seventy-two point nine (80,572.9) square meters, equivalent to twenty point five hundred forty-six (20.546) cuerdas, with a length of three thousand four hundred



seventeen point zero (3417.0) meters and a variable width running from North to South thence from Southwest to Northeast."-----

----- Segment Twelve (12) -----

---"Strip of land having an area of five thousand one hundred eighty three point eight (5,183.8) square meters, equivalent to one point three hundred nineteen (1.319) cuerdas, with a length of three hundred forty-six point zero (346.0) meters with a width of fifteen (15) meters running from East to West."-----

----- Segment Thirteen (13) -----

---"Strip of land having an area of thirty-six thousand six hundred ninety-three point nine (36,693.9) square meters, equivalent to nine point three hundred thirty-six (9.336) cuerdas, with a length of two thousand two hundred eighty-seven point zero (2287.0) meters and a variable width running from Northwest to Southeast."-----

----- Segment Fifteen (15) I-----

---"Strip of land having an area of seventeen thousand eight hundred two point five (17,802.5) square meters, equivalent to four point five hundred twenty-nine (4.529) cuerdas, with a length of one thousand twenty-four point zero (1,024.0) meters and a variable width running from Southeast to Northwest."-----

----- Segment Fifteen (15) II -----

---"Strip of land having an area of six thousand two hundred and eighty point seven (6,280.7) square meters, equivalent to one point five hundred ninety-eight (1.598) cuerdas, with a length of three hundred and forty-nine point zero (349.0) meters and a variable width running from Northwest to Southeast."-----

----- Segment Sixteen (16)-----

---"Strip of land having an area of thirty-three thousand two hundred thirty-three point four (33,233.4) square meters, equivalent to eight point four hundred fifty-five (8.455) cuerdas, with a length of two thousand two hundred fifteen point zero (2,215.0) meters and a width of fifteen (15) meters running from Northwest to Southeast."--

----- Segment Seventeen (17)-----

---"Strip of land having an area of five thousand seventy-nine point two (5,079.2) square meters, equivalent to one point two hundred ninety-two (1.292) cuerdas, with a length of three hundred forty point zero (340.0) meters and a variable width running from North to South."-----

----- Segment Nineteen (19) -----

---"Strip of land having an area of thirty-two thousand six hundred six point nine (32,606.9) square meters, equivalent to eight point two hundred ninety-six (8.296) cuerdas, with a length of one thousand eight hundred twenty-three point zero (1,823.0) meters and a variable width running from East to West thence South."-----

----- Segment Twenty-One (21) -----

---"Strip of land having an area of twenty thousand six hundred eighty-two point six (20,582.6) square meters, equivalent to five point two hundred thirty-seven (5.237) cuerdas, with a length of one thousand three hundred seventy point zero (1370.0) meters and a width of fifteen (15) meters running from North to South."-----

----- Segment Twenty-Three (23) -----

---"Strip of land having an area of five thousand thirty-seven point zero (5,037.0) square meters, equivalent to one point two hundred eighty-two (1.282) cuerdas, with a length of three hundred thirty-six point zero (336.0) meters and a width of fifteen (15) meters running from Southwest to Northeast."-----

----- Segment Twenty-Four (24) -----

---"Strip of land having an area of ten thousand four hundred thirty-seven point three (10,437.3) square meters, equivalent to two point six hundred fifty-six (2.656) cuerdas, with a length of six hundred ninety-seven point zero (697.0) meters and a width of fifteen (15) meters running from Northeast to Southwest."-----

----- Segment Twenty-Five (25) -----

---"Strip of land having an area of two thousand ninety-nine point three (2,099.3) square meters, equivalent to zero point five hundred thirty-four (0.534) cuerda, with a length of one hundred forty point zero (140.0) meters and a width of fifteen (15) meters running from East to West."-----

----- Segment Twenty-Six (26) -----

---"Strip of land having an area of two thousand four hundred fifty point two (2,450.2) square meters, equivalent to zero point six hundred twenty-three (0.623) cuerda, with a length of two hundred forty-one point zero (241.0) meters and a variable width running from South to North."-----

----- Segment Twenty-Seven (27) -----

---"Strip of land having an area of ten thousand three hundred eleven point five (10,311.5) square meters, equivalent to two point six hundred twenty-four (2.624) cuerdas, with a length of six

hundred eighty-seven point zero (687.0) meters and a width of fifteen (15) meters running from South to North."-----

---ELEVENTH: To be recorded at the Registry of the Property, the easement is valued at ONE THOUSAND DOLLARS (\$1,000.00).-----

---TWELFTH: The appearing party also hereby reserves and constitutes a perpetual non-exclusive easement for the purpose of communication utilities over, upon and across the Remnant for the construction, repair, replacement, maintenance and operation of communication utilities for the use and benefit of the Airport parcel, Los Machos Three (3) parcel, the Conservation Zones parcel, and the Hospital parcel, their owners, successors, assigns, tenants, subtenants, licensees, suppliers and customers which easement is described as follows.-----

----- Segment Twenty-Eight (28) -----

---"Strip of land having an area of twenty-four thousand nine hundred fifty-six point eight (24,956.8) square meters, equivalent to six point three hundred fifty (6.350) cuerdas, with a length of seven hundred seventy-seven point zero (777.0) meters and a variable width running from North to South."-----

---THIRTEENTH: To be recorded at the Registry of Property, the easement is valued at ONE THOUSAND DOLLARS (\$1,000.00).-----

---FOURTEENTH: The appearing party requests from the Registry of the Property to record all of the above easements in its books.-----

---FIFTEENTH: All easements constituted by this deed are graphically depicted IN Exhibit "A", attached and made part of this deed.-----

---SIXTEENTH: The geometric descriptions of all the easement segments constituted in this deed,

are included, attached and made part of this deed,  
as Exhibit 'B'.

----- ACCEPTANCE-----

---The appearing party in accordance with the  
particulars of this Deed accepts the same, in all  
its parts after, I, the Notary, gave him the  
necessary legal admonitions and warnings pertinent  
to this public instrument. Thus, the appearing  
party states and executes this deed in my presence  
after having read the same, and places his  
initials on each and every page hereof and signs  
his name on the last page of this deed, before, me  
the Notary, that as to everything else  
hereinbefore stated, I, the Notary, hereby  
ATTEST,-----



Gregory E. Preston



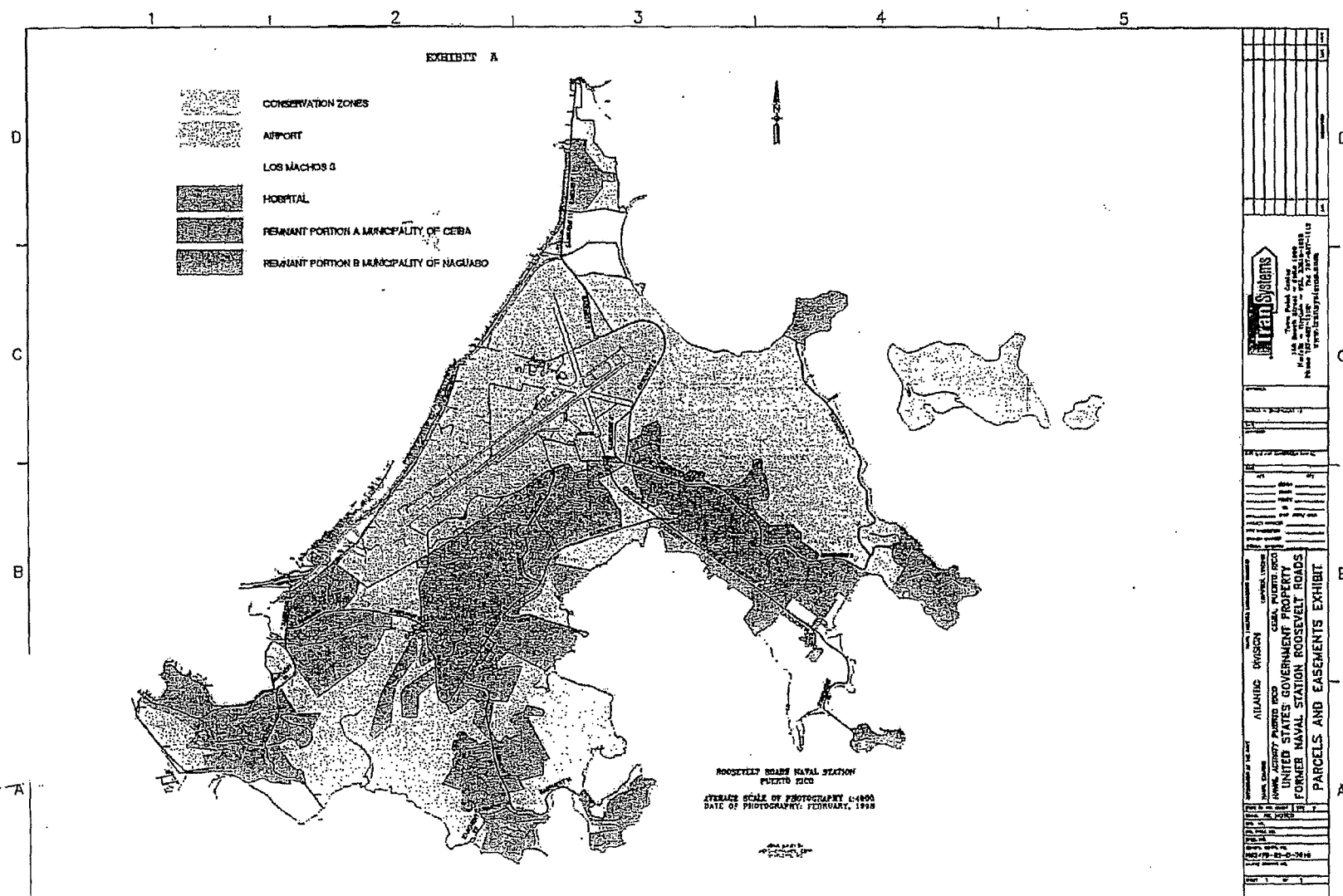


EXHIBIT B

LEGAL DESCRIPTION FOR EASEMENT 1 I

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'MOUND' and having a northing of 813308.1492 and an easting of 933097.0283 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 1 I". Thence N71°50'03"W 1107.34' to an iron rod set, the True Point of Beginning, having a northing of 813653.3852 and an easting of 932044.8782:

Thence S73°51'24"W 49.23' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 345.49', chord bearing of N03°53'25"W

Radius=880.61'

Arc=347.75'

Thence N82°34'38"W 25.39' to an iron rod set;

Thence N07°25'22"E 219.33' to an iron rod set;

Thence N13°24'22"E 243.35' to an iron rod set;

Thence N07°25'22"E 659.31' to an iron rod set;

Thence S05°28'47"W 408.52' to point not set;

Thence S81°38'12"E 49.28' to a point not set;

Thence S05°28'47"W 406.87' to point not set;

Thence S07°25'22"W 660.14' to point not set;

Thence S82°34'38"E 25.39' to a point not set;

Thence S07°25'22"W 461.34' to a point not set;

Thence N82°34'38"W 25.39' to a point not set;

Thence following a curve to an iron rod set, the True Point of Beginning with a long chord of 325.39', chord bearing of S03°51'45"E

Radius=831.39'

Arc=327.50'

Said easement containing 112,218.3 square feet or 2.576 acres, which equates to 10,425.5 square meters or 2.653 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 1 II

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'MOUND' and having a northing of 813308.1492 and an easting of 933097.0283 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT I II", Thence N22°09'05"W 2361.27' to an iron rod set, the True Point of Beginning, having a northing of 815495.1376 and an easting of 932206.6955;

Thence N81°38'12"W 49.28' to a point not set;

Thence N05°28'47"E 1994.60' to point not set;

Thence following a curve to a point not set with a long chord of 165.83', chord bearing of N03°53'22"W

Radius=509.39'

Arc=166.59'

Thence N05°39'24"E 117.42' to a point not set;

Thence following a curve to a point not set with a long chord of 291.12', chord bearing of S09°37'27"E

Radius=558.61'

Arc=294.51'

Thence S05°28'47"W 1997.07' to iron rod set, the True Point of Beginning.

Said easement containing 109,772.7 square feet or 2.520 acres, which equates to 10,198.3 square meters or 2.595 cuerdas.

## LEGAL DESCRIPTION FOR EASEMENT 2

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'MOUND' and having a northing of 813,308.1492 and an easting of 933,097.0283 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 2 AND 4". Thence S50°05'29"W 669.86' to an iron rod set, the True Point of Beginning, having a northing of 812,878.3902 and an easting of 932,583.1982:

Thence S40°00'38"E 475.27' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 175.59', chord bearing of S33°21'21"E

Radius=757.61'

Arc=175.98'

Thence following a curve to a point not set with a long chord of 236.66', chord bearing of S17°42'56"E

Radius=757.61'

Arc=237.63'

Thence S08°43'48"E 1218.66' to a point not set;

Thence following a curve to a point not set with a long chord of 280.30', chord bearing of S10°31'28"E

Radius=4475.39'

Arc=280.33'

Thence following a curve to a point not set with a long chord of 397.21', chord bearing of S63°21'56"E

Radius=255.39'

Arc=455.07'

Thence N65°35'16"E 450.10' to a point not set;

Thence S32°17'53"E 49.69' to an iron rod set;

Thence S65°35'16"W 456.92' to a point not set;

Thence following a curve to a point not set with a long chord of 473.76', chord bearing of N63°21'56"W

Radius=304.61'

Arc=542.77'

Thence following a curve to a point not set with a long chord of 283.38', chord bearing of N10°31'28"W

Radius=4524.61'

Arc=283.41'

Thence N08°43'48"W 1218.66' to a point not set;

Thence following a curve to a point not set with a long chord of 381.96', chord bearing of N24°22'13"W

Radius=708.39'

Arc=386.74'

Thence N40°00'38"W 475.27' to a point not set;

Thence following a curve to a point not set with a long chord of 100.10', chord bearing of N39°32'42"W

Radius=6159.61'

Arc=100.13'

Thence N39°04'45"W 504.41' to a point not set;

Thence following a curve to a point not set with a long chord of 695.26', chord bearing of N15°49'42"W

Radius=880.61'

Arc=366.97'

Thence N73°51'24"E 49.23' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 344.74', chord bearing of S27°06'48"E



Radius=831.39'

Arc=347.26'

Thence S39°04'45"E 504.41' to an iron rod set;

Thence following a curve to an iron rod set, the True Point of Beginning with a long chord of 99.30', chord bearing of S39°32'42"E

Radius=6110.39'

Arc=99.33'

Said parcel containing 211,137.3 square feet or 4.847 acres, which equates to 19,615.4 square meters or 4.991 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 3

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 3". Thence N38°43'22"W 2713.86' to an iron rod set, the True Point of Beginning, having a northing of 807561.2021 and an easting of 934808.1316:

Thence following a curve to an iron rod set with a long chord of 56.94', chord bearing of N32°31'39"E

Radius=690.39'

Arc=56.95'

Thence N30°09'51"E 2439.05' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 1728.76', chord bearing of N42°07'27"W

Radius=907.39'

Arc=2289.65'

Thence S65°35'16"W 900.31' to an iron rod set;

Thence N32°17'53"W 49.69' to a point not set;

Thence N65°35'16"E 907.13' to a point not set;

Thence following a curve to a point not set with a long chord of 1822.53', chord bearing of S42°07'27"E

Radius=956.61'

Arc=2413.85'

Thence S30°09'51"W 2439.05' to a point not set;

Thence following a curve to a point not set with a long chord of 139.87', chord bearing of S35°35'25"W

Radius=739.61'

Arc=140.08'

Thence N05°12'00"E 90.85' to an iron rod set, the True Point of Beginning

Said parcel containing 285,182.4 square feet or 6.547 acres, which equates to 26,494.4 square meters or 6.741 cuerdas.

#### LEGAL DESCRIPTION FOR EASEMENT 4

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 2 AND 4". Thence N62°37'08"E 1139.76' to a point not set, the True Point of Beginning, having a northing of 805,968.0807 and an easting of 934,122.5427:

Thence N00°54'31"E 804.84' to a point not set;

Thence following a curve to a point not set with a long chord of 352.02', chord bearing of N25°23'51"E

Radius=424.61'

Arc=362.97'

Thence N49°53'12"E 523.53' to a point not set;

Thence following a curve to an iron rod set with a long chord of 180.18', chord bearing of N42°23'19"E

Radius=690.39'

Arc=180.70'

Thence S05°12'00"W 90.85' to a point not set;

Thence following a curve to a point not set with a long chord of 114.39', chord bearing of S45°27'05"W

Radius=739.61'

Arc=114.51'

Thence S49°53'12"W 523.53' to a point not set;

Thence following a curve to a point not set with a long chord of 311.21', chord bearing of S25°23'51"W

Radius=375.39'

Arc=320.90'

Thence S00°54'31"W 804.84' to a point not set;

Thence following a curve to a point not set with a long chord of 228.76', chord bearing of S06°58'49"W

Radius=833.39'

Arc=229.49'

Thence S22°19'52"E 75.42' to a point not set;

Thence following a curve to a point not set with a long chord of 367.19', chord bearing of S50°02'12"E

Radius=1543.42'

Arc=368.06'

Thence following a curve to an iron rod set with a long chord of 122.25', chord bearing of N82°40'41"W

Radius=2024.61'

Arc=122.25'

Thence N84°24'28"W 234.63' to a point not set;

Thence following a curve to a point not set with a long chord of 108.82', chord bearing of N20°10'41"E

Radius=107.10'

Arc=114.15'

Thence N14°52'08"W 157.68' to a point not set;

Thence following a curve to a point not set, the True Point of Beginning with a long chord of 242.28', chord bearing of N06°58'49"W

Radius=882.61'

Arc=243.04'

Said parcel containing 139,723.1 square feet or 3.208 acres, which equates to 12,980.8 square meters or 3.303 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 5

Beginning at a survey control point in the Ward of Guayanen, said point being a brass disk set in concrete. Said point known as "DOG" and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 5". Thence S63°03'51"E 937.62' to an iron rod set, the True Point of Beginning, having a northing of 805019.1597 and an easting of 933946.3774;

Thence N63°28'17"E 59.67' to a point not set;

Thence S18°11'14"E 118.94' to a point not set;

Thence following a curve to a point not set with a long chord of 966.77', chord bearing of S36°32'12"E

Radius=1535.48'

Arc=983.50'

Thence S54°53'10"E 1634.30' to an iron rod set;

Thence S35°06'50"W 59.04' to an iron rod set;

Thence S86°03'23"W 149.04' to an iron rod;

Thence S73°15'38"W 1435.54' to an iron rod set;

Thence N01°00'48"W 51.13' to a point not set;

Thence N73°15'38"E 1421.68' to a point not set;

Thence N35°06'50"E 63.51' to a point not set;

Thence N54°53'10"W 1479.86' to a point not set;

Thence following a curve to a point not set, with a long chord of 1003.94', chord bearing of N36°32'12"W

Radius=1594.52'

Arc=1021.31'

Thence N18°11'14"W 110.29' to a point not set, True Point of Beginning.

Said parcel containing 214,234.4 square feet or 5.538 acres, which equates to 22,411.5 square meters or 5.702 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 6

Beginning at a survey control point in the Ward of Guayacon, said point being a brass disk set in concrete. Said point known as "DOG" and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER: NAVAL STATION ROOSEVELT ROADS EASEMENT 6". Thence S51°52'31"E 3608.69' to an iron rod set, the True Point of Beginning; having a northing of 803215.9800 and an easting of 935949.3161;

Thence S54°53'10"E 1682.19' to an iron rod set;

Thence S35°06'50"W 59.04' to a point not set;

Thence N54°53'10"W 1682.19' to an iron rod set;

Thence N35°06'50"E 59.04' to an iron rod set, True Point of Beginning.

Said parcel containing 99,316.4 square feet or 2.280 acres, which equates to 9,226.8 square meters or 2.348 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 7

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 7". Thence N84°48'49"E 678.98' to a iron rod set, the True Point of Beginning, having a northing of 805505.2720 and an easting of 933786.6709:

Thence following a curve to an iron rod set with a long chord of 233.97', chord bearing of S85°20'41"E

Radius=7154.61'

Arc=234.00'

Thence S84°24'28"E 370.31' to an iron rod set;

Thence following a curve to a point not set with a long chord of 406.50', chord bearing of S78°38'46"E

Radius=2024.61'

Arc=407.19'

Thence S72°53'04"E 1013.37' to a point not set;

Thence following a curve to a point not set with a long chord of 370.17', chord bearing of S72°16'21"E

Radius=17324.61'

Arc=370.15'

Thence S71°39'37"E 1034.77' to a point not set;

Thence following a curve to a point not set with a long chord of 179.23', chord bearing of S82°31'33"E

Radius=475.39'

Arc=108.30'

Thence N86°36'32"E 255.03' to a point not set;

Thence following a curve to a point not set with a long chord of 1380.42', chord bearing of S69°39'13"E

Radius=1714.61'

Arc=1420.72'

Thence S45°54'58"E 670.96' to a point not set;

Thence following a curve to a point not set with a long chord of 341.13', chord bearing of S51°10'05"E

Radius=1863.39'

Arc=341.62'

Thence following a curve to a point not set with a long chord of 365.16', chord bearing of S46°46'26"E

Radius=1089.61'

Arc=366.90'

Thence S37°07'39"E 155.80' to a point not set;

Thence following a curve to a point not set with a long chord of 644.81', chord bearing of S16°29'13"E

Radius=914.61'

Arc=658.97'

Thence S04°09'13"W 115.96' to a point not set;

Thence following a curve to a point not set with a long chord of 380.82', chord bearing of S39°35'22"E

Radius=275.39'

Arc=420.50'

Thence following a curve to a point not set with a long chord of 96.52', chord bearing of S89°50'47"E

Radius=425.39'

Arc=96.72'  
 Thence N83°38'23"E 113.50' to a point not set;  
 Thence following a curve to a point not set with a long chord of 325.11', chord bearing of  
 N81°34'11"E  
 Radius=4500.39'  
 Arc=325.18'  
 Thence following a curve to a point not set with a long chord of 327.37', chord bearing of  
 S81°57'14"E  
 Radius=514.61'  
 Arc=333.15'  
 Thence following a curve to a point not set with a long chord of 437.63', chord bearing of  
 S50°05'07"E  
 Radius=949.61'  
 Arc=441.60'  
 Thence S36°45'47"E 111.79' to a point not set;  
 Thence S63°24'52"E 381.66' to a point not set;  
 Thence following a curve to a point not set with a long chord of 230.00', chord bearing of  
 S81°15'13"E  
 Radius=375.39'  
 Arc=233.76'  
 Thence N80°54'26"E 167.83' to an iron rod set;  
 Thence S09°05'34"E 49.22' to an iron rod set;  
 Thence S80°54'26"W 167.83' to a point not set;  
 Thence following a curve to a point not set with a long chord of 260.16, chord bearing of  
 N81°15'13"W  
 Radius=424.61'  
 Arc=264.41'  
 Thence N63°24'52"W 234.68' to a point not set;  
 Thence S53°14'13"W 71.16' to an iron rod set;  
 Thence N36°45'47"W 265.23' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 414.95, chord bearing of  
 N50°05'07"W  
 Radius=900.39'  
 Arc=418.71'  
 Thence following a curve to an iron rod set with a long chord of 296.05, chord bearing of  
 N81°57'14"W  
 Radius=465.39'  
 Arc=301.29'  
 Thence following a curve to an iron rod set with a long chord of 328.67, chord bearing of  
 S81°34'11"W  
 Radius=4549.61'  
 Arc=328.74'  
 Thence S83°38'23"W 113.50' to a point not set;  
 Thence following a curve to a point not set with a long chord of 258.88, chord bearing of  
 N80°31'59"W  
 Radius=474.61'  
 Arc=262.21'  
 Thence following a curve to a point not set with a long chord of 109.91, chord bearing of  
 N72°07'44"W  
 Radius=425.39'  
 Arc=110.22'  
 Thence N79°33'06"W 66.90' to a point not set;  
 Thence N08°57'37"E 71.30' to a point not set;  
 Thence following a curve to a point not set with a long chord of 173.64, chord bearing of  
 N06°33'25"E  
 Radius=2070.39'

Arc=173.69'  
 Thence N04°09'13"E 130.84' to a point not set;  
 Thence following a curve to a point not set with a long chord of 610.11, chord bearing of  
 N16°29'13"W  
 Radius=865.39'  
 Arc=623.50'  
 Thence N37°07'39"W 155.80' to a point not set;  
 Thence following a curve to a point not set with a long chord of 348.67, chord bearing of  
 N46°46'26"W  
 Radius=1040.39'  
 Arc=350.32'  
 Thence following a curve to a point not set with a long chord of 350.15, chord bearing of  
 N51°10'05"W  
 Radius=1912.61'  
 Arc=358.64'  
 Thence N45°54'58"W 670.96' to a point not set;  
 Thence following a curve to a point not set with a long chord of 1340.80, chord bearing of  
 N69°39'13"W  
 Radius=1665.39'  
 Arc=1379.93'  
 Thence S86°36'32"W 255.03' to a point not set;  
 Thence following a curve to a point not set with a long chord of 197.78, chord bearing of  
 N82°31'33"W  
 Radius=524.61'  
 Arc=198.97'  
 Thence N71°39'37"W 1034.77' to a point not set;  
 Thence following a curve to a point not set with a long chord of 369.10, chord bearing of  
 N72°16'21"W  
 Radius=17275.39'  
 Arc=369.10'  
 Thence N72°53'04"W 1013.37' to an iron rod set;  
 Thence following a curve to a point not set with a long chord of 396.62, chord bearing of  
 N78°38'46"W  
 Radius=1975.39'  
 Arc=397.29'  
 Thence N84°24'28"W 370.31' to a point not set;  
 Thence following a curve to a point not set with a long chord of 148.75, chord bearing of  
 N85°00'27"W  
 Radius=7105.39'  
 Arc=148.75'  
 Thence S18°11'14"E 425.70' to a point not set;  
 Thence S63°28'17"W 59.67' to a point not set;  
 Thence N18°11'14"W 511.68' to an iron rod set, the True Point of Beginning.

Said parcel containing 547774.2 square feet or 12.575 acres, which equates to 50890.1 square  
 meters or 12.948 cuerds.



### LEGAL DESCRIPTION FOR EASEMENT 8

Beginning at a survey control point in the Ward of Guaynecan, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS, EASEMENT 8". Thence N48°18'42"E 1016.77' to an iron rod set, the True Point of Beginning, having a northing of 801527.5403 and an easting of 942333.9276;

Thence N80°54'26"E 434.18' to a point not set;

Thence following a curve to a point not set with a long chord of 463.10', chord bearing of N88°02'26"E

Radius=1864.61'

Arc=464.29'

Thence following a curve to a point not set with a long chord of 362.68', chord bearing of S73°28'41"E

Radius=921.61'

Arc=365.07'

Thence S62°07'48"E 205.39' to a point not set;

Thence following a curve to a point not set with a long chord of 267.28', chord bearing of S59°53'37"E

Radius=3424.61'

Arc=267.34'

Thence S57°39'26"E 142.96' to a point not set;

Thence following a curve to a point not set with a long chord of 168.92', chord bearing of N72°25'43"E

Radius=110.39'

Arc=192.34'

Thence N22°30'51"E 341.86' to a point not set;

Thence following a curve to a point not set with a long chord of 140.48', chord bearing of N27°43'01"E

Radius=774.61'

Arc=140.67'

Thence N32°55'10"E 115.54' to a point not set;

Thence following a curve to a point not set with a long chord of 88.65', chord bearing of N19°14'16"E

Radius=187.39'

Arc=89.49'

Thence N05°33'22"E 84.71' to a point not set;

Thence following a curve to a point not set with a long chord of 213.72', chord bearing of N43°17'24"E

Radius=174.61'

Arc=229.99'

Thence N81°01'25"E 75.96' to a point not set;

Thence following a curve to a point not set with a long chord of 389.23', chord bearing of S83°49'31"E

Radius=744.61'

Arc=393.81'

Thence S68°40'26"E 72.89' to a point not set;

Thence following a curve to an iron rod set with a long chord of 117.78', chord bearing of S48°57'51"E

Radius=174.61'

Arc=120.13'

Thence S60°44'45"W 49.22' to an iron rod set;

Thence following a curve to a point not set with a long chord of 84.58', chord bearing of N48°57'51"W

Radius=125.39'

Arc=86.27'

Thence N68°40'26"W 72.89' to a point not set;

Thence following a curve to a point not set with a long chord of 363.50', chord bearing of N83°49'31"W

Radius=695.39'

Arc=367.78'

Thence S81°01'25"W 75.96' to a point not set;

Thence following a curve to a point not set with a long chord of 153.48, chord bearing of S43°17'24"W

Radius=125.39'

Arc=165.16'

Thence S05°33'22"W 84.71' to a point not set;

Thence following a curve to a point not set with a long chord of 111.93, chord bearing of S19°14'16"W

Radius=236.61'

Arc=113.00'

Thence S32°55'10"W 115.54' to a point not set;

Thence following a curve to a point not set with a long chord of 131.55, chord bearing of S27°43'01"W

Radius=725.39'

Arc=131.73'

Thence S22°30'51"W 341.86' to a point not set;

Thence following a curve to an iron rod set with a long chord of 244.23, chord bearing of S72°25'43"W

Radius=159.61'

Arc=278.09'

Thence N57°39'26"W 142.96' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 263.44, chord bearing of N59°53'37"W

Radius=3375.39'

Arc=263.50'

Thence N62°07'48"W 205.39' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 343.32, chord bearing of N73°28'41"W

Radius=872.39'

Arc=345.57'

Thence following a curve to an iron rod set with a long chord of 450.87, chord bearing of S88°02'26"W

Radius=1815.39'

Arc=452.04'

Thence S80°54'26"W 434.18' to an iron rod set;

Thence N09°05'34"W 49.22' to an iron rod set, the True Point of Beginning.

Said parcel containing 182,440.5 square feet or 4.188 acres, which equates to 16,949.3 square meters or 4.312 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 9

Beginning at a survey control point in the Ward of Muches, said point being a brass disk set in concrete. Said point also known as 'MEDIO' and having a northing of 811980.2405 and an easting of 943163.0741 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 9". Thence S42°23'29"W 2323.47' to an iron rod set, the True Point of Beginning, having a northing of 810264.2284 and an easting of 941596.6070:

Thence S32°59'45"W 82.86' to a point not set;

Thence following a curve to a point not set with a long chord of 134.73', chord bearing of S07°18'20"W

Radius=155.39'

Arc=139.35'

Thence S18°23'05"E 614.93' to a point not set;

Thence following a curve to a point not set with a long chord of 519.04', chord bearing of S07°11'21"E

Radius=1336.61'

Arc=522.35'

Thence following a curve to a point not set with a long chord of 409.95', chord bearing of S20°10'31"E

Radius=500.39'

Arc=422.38'

Thence S44°21'26"E 316.11' to a point not set;

Thence following a curve to a point not set with a long chord of 279.89', chord bearing of S48°38'12"E

Radius=1875.39'

Arc=280.15'

Thence S52°54'58"E 262.43' to a point not set;

Thence following a curve to a point not set with a long chord of 327.97', chord bearing of S44°00'48"E

Radius=1059.61'

Arc=329.29'

Thence S35°06'38"E 708.86' to a point not set;

Thence following a curve to a point not set with a long chord of 373.98', chord bearing of S29°35'03"E

Radius=1941.61'

Arc=374.56'

Thence S24°03'27"E 204.94' to a point not set;

Thence following a curve to a point not set with a long chord of 176.57', chord bearing of S22°00'17"E

Radius=2464.61'

Arc=176.61'

Thence S19°57'06"E 375.36' to a point not set;

Thence following a curve to a point not set with a long chord of 163.91', chord bearing of S47°48'32"E

Radius=175.39'

Arc=170.55'

Thence following a curve to a point not set with a long chord of 222.47', chord bearing of S51°29'26"E

Radius=271.61'

Arc=229.21'

Thence S27°18'54"E 248.18' to a point not set;

Thence following a curve to a point not set with a long chord of 418.53', chord bearing of S01°54'00"E

Radius=487.61'  
 Arc=432.58'  
 Thence following a curve to a point not set with a long chord of 722.70', chord bearing of  
 S06°02'21"E  
 Radius=732.60'  
 Arc=755.77'  
 Thence S35°35'35"E 38.54' to a point not set;  
 Thence following a curve to a point not set with a long chord of 161.65', chord bearing of  
 S40°29'50"E  
 Radius=945.39'  
 Arc=161.85'  
 Thence following a curve to a point not set with a long chord of 194.35', chord bearing of  
 S23°14'25"E  
 Radius=257.61'  
 Arc=199.28'  
 Thence S01°04'45"E 554.93' to a point not set;  
 Thence following a curve to a point not set with a long chord of 199.53', chord bearing of  
 S20°08'47"E  
 Radius=305.39'  
 Arc=203.26'  
 Thence S39°12'50"E 315.83' to a point not set;  
 Thence following a curve to a point not set with a long chord of 200.61', chord bearing of  
 S02°53'13"W  
 Radius=149.61'  
 Arc=219.87'  
 Thence S44°59'16"W 27.23' to a point not set;  
 Thence following a curve to a point not set with a long chord of 343.49', chord bearing of  
 S65°05'37"W  
 Radius=499.61'  
 Arc=350.64'  
 Thence S85°11'57"W 104.52' to a point not set;  
 Thence following a curve to a point not set with a long chord of 229.39', chord bearing of  
 S44°21'35"W  
 Radius=175.39'  
 Arc=250.03'  
 Thence S03°31'12"W 236.43' to a point not set;  
 Thence following a curve to a point not set with a long chord of 170.76', chord bearing of  
 S14°08'35"E  
 Radius=281.39'  
 Arc=173.49'  
 Thence S31°48'22"E 236.41' to a point not set;  
 Thence following a curve to a point not set with a long chord of 114.50', chord bearing of  
 S34°40'16"E  
 Radius=1145.39'  
 Arc=114.55'  
 Thence S37°32'10"E 355.00' to a point not set;  
 Thence S32°55'10"W 35.18' to a point not set;  
 Thence following a curve to a point not set with a long chord of 55.09', chord bearing of  
 S30°52'53"W  
 Radius=774.61'  
 Arc=55.10'  
 Thence N08°32'02"W 72.51' to a point not set;  
 Thence N37°32'10"W 323.62' to a point not set;  
 Thence following a curve to a point not set with a long chord of 119.42', chord bearing of  
 N34°40'16"W  
 Radius=1194.61'

Arc=119.47  
 Thence N31°48'22"W 236.41' to a point not set;  
 Thence following a curve to a point not set with a long chord of 200.63', chord bearing of  
 N14°08'35"W  
 Radius=330.61'  
 Arc=203.84  
 Thence N03°31'12"E 236.43' to a point not set;  
 Thence following a curve to a point not set with a long chord of 293.76', chord bearing of  
 N44°21'35"E  
 Radius=224.61'  
 Arc=320.20  
 Thence N85°11'57"E 104.52' to a point not set;  
 Thence following a curve to a point not set with a long chord of 309.65', chord bearing of  
 N65°05'37"E  
 Radius=450.39'  
 Arc=316.09  
 Thence N44°59'16"E 27.23' to a point not set;  
 Thence following a curve to a point not set with a long chord of 134.61', chord bearing of  
 N02°53'13"E  
 Radius=100.39'  
 Arc=147.53  
 Thence N39°12'50"W 315.83' to a point not set;  
 Thence following a curve to a point not set with a long chord of 231.69', chord bearing of  
 N20°08'47"W  
 Radius=354.61'  
 Arc=236.02  
 Thence N10°04'45"W 554.93' to a point not set;  
 Thence following a curve to a point not set with a long chord of 157.22', chord bearing of  
 N23°14'25"W  
 Radius=208.39'  
 Arc=161.21  
 Thence following a curve to a point not set with a long chord of 170.06', chord bearing of  
 N40°29'50"W  
 Radius=994.61'  
 Arc=170.27  
 Thence N35°35'35"W 38.54' to a point not set;  
 Thence following a curve to a point not set with a long chord of 771.26', chord bearing of  
 N06°02'21"W  
 Radius=781.82'  
 Arc=806.55  
 Thence following a curve to a point not set with a long chord of 376.29', chord bearing of  
 N01°54'00"W  
 Radius=438.39'  
 Arc=388.92  
 Thence N27°18'54"W 248.18' to a point not set;  
 Thence following a curve to a point not set with a long chord of 182.15', chord bearing of  
 N51°29'26"W  
 Radius=222.39'  
 Arc=187.67  
 Thence following a curve to a point not set with a long chord of 209.91', chord bearing of  
 N47°48'32"W  
 Radius=224.61'  
 Arc=218.41  
 Thence N19°57'06"W 375.36' to a point not set;  
 Thence following a curve to a point not set with a long chord of 173.04', chord bearing of  
 N22°00'17"W

Radius=2415.39'  
 Arc=173.08'  
 Thence N24°03'27"W 204.94' to a point not set;  
 Thence following a curve to a point not set with a long chord of 364.50', chord bearing of  
 N29°35'03"W  
 Radius=1892.39'  
 Arc=365.07'  
 Thence N35°06'38"W 708.86' to a point not set;  
 Thence following a curve to a point not set with a long chord of 312.73', chord bearing of  
 N44°00'48"W  
 Radius=1010.39'  
 Arc=314.00'  
 Thence N52°54'58"W 262.43' to a point not set;  
 Thence following a curve to a point not set with a long chord of 287.24', chord bearing of  
 N48°38'12"W  
 Radius=1924.61'  
 Arc=287.51'  
 Thence N44°21'26"W 316.11' to a point not set;  
 Thence following a curve to a point not set with a long chord of 450.28', chord bearing of  
 N20°10'31"W  
 Radius=549.61'  
 Arc=463.93'  
 Thence following a curve to a point not set with a long chord of 499.92', chord bearing of  
 N07°11'21"W  
 Radius=1287.39'  
 Arc=503.12'  
 Thence N18°23'05"W 614.93' to a point not set;  
 Thence following a curve to a point not set with a long chord of 177.40', chord bearing of  
 N07°18'20"E  
 Radius=204.61'  
 Arc=183.49'  
 Thence N32°59'45"E 74.06' to a point not set;  
 Thence S67°08'10"E 50.00' to a point not set, the True Point of Beginning.

Said parcel containing 504,031.5 square feet or 11.571 acres, which equates to 46,826.2 square  
 meters or 11.914 cuerdas.

**LEGAL DESCRIPTION**  
**EASEMENT 10**

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOCK' and having a northing of 801006.9442 and an easting of 938162.6251 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 10". Thence N82°18'33"W 6368.65' to an iron rod set, the True Point of Beginning, having a northing of 801859.2585 and an easting of 931851.2678:

Thence N21°17'11"W 70.94' to a point not set;

Thence following a curve to a point not set with a long chord of 544.78', chord bearing of N62°20'51"E

Radius = 1438.79'

Arc = 548.09'

Thence N73°15'38"E 791.28' to a point not set;

Thence S16°44'22"E 9.18' to a point not set;

Thence N73°15'38"E 1381.12' to a point not set;

Thence S01°00'48"E 51.13' to an iron rod set;

Thence S73°15'38"W 1367.26' to an iron rod set;

Thence S16°44'22"E 9.18' to an iron rod set;

Thence S73°15'38"W 791.28' to an iron rod set;

Thence following a curve to an iron rod set, the True Point of Beginning with a long chord of 539.87', chord bearing of S61°54'26"W

Radius = 1371.21'

Arc = 543.42'

Said parcel containing 157,993.8 square feet or 3.627 acres, which equates to 14,678.2 square meters or 3.735 cuerdas.

### LEGAL DESCRIPTION EASEMENT 11

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 11". Thence S83°29'58"W 1270.45' to an iron rod set, the True Point of Beginning, having a northing of 799000.0249 and an easting of 926242.2090:

Thence following a curve to a point not set with a long chord of 206.40', chord bearing of S44°37'24"E

Radius=799.52'

Arc=206.98'

Thence S37°12'25"E 184.72' to a point not set;

Thence following a curve to a point not set with a long chord of 310.18', chord bearing of S16°02'25"E

Radius=429.52'

Arc=317.35'

Thence S05°07'35"W 113.24' to a point not set;

Thence following a curve to a point not set with a long chord of 295.16', chord bearing of S13°33'58"E

Radius=460.48'

Arc=300.46'

Thence S32°15'31"E 300.98' to a point not set;

Thence following a curve to a point not set with a long chord of 368.15', chord bearing of S16°53'22"E

Radius=694.52'

Arc=372.60'

Thence S01°31'13"E 874.38' to a point not set;

Thence following a curve to a point not set with a long chord of 478.71', chord bearing of S11°36'57"E

Radius=1365.48'

Arc=481.20'

Thence following a curve to a point not set with a long chord of 450.35', chord bearing of S85°44'10"E

Radius=250.48'

Arc=559.79'

Thence N30°14'21"E 582.72' to a point not set;

Thence N59°45'39"W 19.69' to a point not set;

Thence N30°14'21"E 467.43' to a point not set;

Thence following a curve to a point not set with a long chord of 1610.03', chord bearing of N32°20'28"E

Radius=21949.21'

Arc=1610.45'

Thence N34°26'35"E 721.41' to a point not set;

Thence following a curve to a point not set with a long chord of 1138.26', chord bearing of N39°17'54"E

Radius=6724.21'

Arc=1139.63'

Thence following a curve to a point not set with a long chord of 684.73', chord bearing of N54°49'22"E

Radius=1849.21'

Arc=688.70'

Thence N65°29'32"E 226.98' to a point not set;

Thence S24°30'28"E 15.42' to a point not set;



Thence following a curve to a point not set with a long chord of 577.17', chord bearing of N42°44'26"E

Radius=746.21'

Arc=592.63'

Thence N19°59'21"E 655.01' to a point not set;

Thence following a curve to a point not set with a long chord of 779.77', chord bearing of N35°42'42"E

Radius=1438.79'

Arc=789.65'

Thence S21°17'11"E 70.94' to an iron rod set;

Thence following a curve to a point not set with a long chord of 722.84', chord bearing of S35°16'17"W

Radius=1371.21'

Arc=731.48'

Thence S19°59'21"W 651.23' to a point not set;

Thence following a curve to a point not set with a long chord of 629.45', chord bearing of S42°44'26"W

Radius=813.79'

Arc=646.30'

Thence S24°30'28"E 15.42' to a point not set;

Thence S65°29'32"W 226.98' to a point not set;

Thence following a curve to a point not set with a long chord of 648.29', chord bearing of S54°49'22"W

Radius=1750.79'

Arc=652.05'

Thence following a curve to a point not set with a long chord of 1121.60', chord bearing of S39°17'54"W

Radius=6625.79'

Arc=1122.95'

Thence S34°26'35"W 721.41' to a point not set;

Thence following a curve to a point not set with a long chord of 1602.81', chord bearing of S32°20'28"W

Radius=21850.79'

Arc=1603.23'

Thence S30°14'21"W 467.43' to a point not set;

Thence N59°45'39"W 19.69' to a point not set;

Thence S30°14'21"W 582.72' to a point not set;

Thence following a curve to an iron rod set with a long chord of 556.51', chord bearing of N85°44'10"W

Radius=309.52'

Arc=691.74'

Thence following a curve to an iron rod set with a long chord of 499.41', chord bearing of N11°36'57"W

Radius=1424.52'

Arc=502.01'

Thence N01°31'13"W 874.38' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 336.85', chord bearing of N16°53'22"W

Radius=635.48'

Arc=340.93'

Thence N32°15'31"W 300.98' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 333.00', chord bearing of N13°33'58"W

Radius=519.52'

Arc=338.98'

Thence N05°07'35"E 113.24' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 267.55', chord bearing of N16°02'25"W

Radius=370.48'

Arc=273.73'

Thence N37°12'25"W 184.72' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 203.46', chord bearing of N45°06'13"W

Radius=740.48'

Arc=204.10'

Thence N49°48'48"E 60.44' to an iron rod set, the True Point of Beginning.

Said parcel containing 869,213.9 square feet or 19.954 acres, which equates to 80,572.9 square meters or 20.546 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 12

Beginning at a survey control point in the Ward of Guaynecan, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 12". Thence N86°08'59"E 2916.67' to an iron rod set, the True Point of Beginning, having a northing of 799339.7094 and an easting of 930414.5800;

Thence following a curve to an iron rod set; with a long chord of 394.07', a chord bearing of S88°16'14"E,

Radius= 694.61'

Arc=399.55'

Thence S18°12'29"W 49.22' to a point not set;

Thence following a curve to a point not set; with a long chord of 366.14', a chord bearing of N88°16'14"W,

Radius= 645.39'

Arc=371.24'

Thence S75°15'02"W 302.30' to a point not set;

Thence following a curve to a point not set; with a long chord of 433.01', a chord bearing of N79°52'10"W,

Radius= 514.61'

Arc=446.92'

Thence N54°59'22"W 22.37' to a point not set;

Thence following a curve to a point not set; with a long chord of 49.37', a chord bearing of N39°39'44"E,

Radius= 6625.79'

Arc=49.37'

Thence S54°59'22"E 18.37' to a point not set;

Thence following a curve to a point not set; with a long chord of 391.60', a chord bearing of S79°52'10"E,

Radius= 465.39'

Arc=404.18'

Thence N75°15'02"E 302.30' to an iron rod set, the True Point of Beginning.

Said parcel containing 55,798.0 square feet or 1.281 acres, which equates to 5,183.8 square meters or 1.319 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 13

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 13". Thence S78°52'34"E 168.01' to an iron rod set, the True Point of Beginning, having a northing of 796614.3537 and an easting of 927914.7410:

Thence N30°14'21"E 51.03' to a point not set;

Thence S75°02'51"E 919.53' to a point not set;

Thence following a curve to a point not set; with a long chord of 462.99', a chord bearing of S29°33'20"E,

Radius= 324.61'

Arc=515.47'

Thence S15°56'11"W 360.72' to a point not set;

Thence following a curve to a point not set; with a long chord of 418.08', a chord bearing of S01°33'03"W,

Radius= 841.39'

Arc=422.51'

Thence S12°50'05"E 705.02' to a point not set;

Thence following a curve to a point not set; with a long chord of 237.97', a chord bearing of S10°24'27"E,

Radius= 2809.61'

Arc=238.04'

Thence S07°58'50"E 664.13' to a point not set;

Thence following a curve to a point not set; with a long chord of 161.35', a chord bearing of S12°03'18"E,

Radius= 1135.39'

Arc=161.48'

Thence S16°07'47"E 406.15' to a point not set;

Thence following a curve to a point not set; with a long chord of 121.76', a chord bearing of S21°04'50"E,

Radius= 705.39'

Arc=121.91'

Thence S26°01'54"E 754.37' to a point not set;

Thence N63°58'06"E 29.53' to a point not set;

Thence following a curve to an iron rod set; with a long chord of 243.72', a chord bearing of S17°46'50"E,

Radius= 849.14'

Arc=244.57'

Thence S09°31'46"E 282.37' to an iron rod set;

Thence following a curve to an iron rod set; with a long chord of 294.29', a chord bearing of S40°30'35"E,

Radius= 285.86'

Arc=309.13'

Thence S18°30'36"W 29.53' to a point not set;

Thence S71°29'24"E 79.41' to a point not set;

Thence following a curve to a point not set; with a long chord of 143.96', a chord bearing of S83°20'41"E,

Radius= 350.39'

Arc=144.99'

Thence N84°48'02"E 272.81' to an iron rod set;

Thence following a curve to an iron rod set; with a long chord of 241.06', a chord bearing of S70°36'19"E,

Radius= 289.61'

Arc=248.63'

Thence following a curve to an iron rod set; with a long chord of 530.38', a chord bearing of N84°01'47"E,

Radius= 346.39'

Arc=604.07'

Thence S55°55'45"E 49.22' to a iron rod set;

Thence following a curve to a point not set; with a long chord of 605.74', a chord bearing of S84°01'47"W,

Radius= 395.61'

Arc=689.90'

Thence following a curve to a point not set; with a long chord of 200.09', a chord bearing of N70°36'19"W,

Radius= 240.39'

Arc=206.37'

Thence S84°48'02"W 272.81' to a point not set;

Thence following a curve to a point not set; with a long chord of 164.18', a chord bearing of N83°20'41"W,

Radius= 399.61'

Arc=165.36'

Thence N71°29'24"W 79.41' to a point not set;

Thence following a curve to a point not set; with a long chord of 375.36', a chord bearing of N40°30'35"W,

Radius= 364.61'

Arc=394.30'

Thence N09°31'46"W 282.37' to a point not set;

Thence following a curve to a point not set; with a long chord of 221.12', a chord bearing of N17°46'50"W,

Radius= 770.39'

Arc=221.88'

Thence N26°01'54"W 754.37' to a point not set;

Thence following a curve to a point not set; with a long chord of 130.25', a chord bearing of N21°04'50"W,

Radius= 754.61'

Arc=130.41'

Thence N16°07'47"W 406.15' to a point not set;

Thence following a curve to a point not set; with a long chord of 168.34', a chord bearing of N12°03'18"W,

Radius= 1184.61'

Arc=168.49'

Thence N07°58'50"W 664.13' to a point not set;

Thence following a curve to a point not set; with a long chord of 233.80', a chord bearing of N10°24'27"W,

Radius= 2760.39'

Arc=233.87'

Thence N12°50'05"W 705.02' to a point not set;

Thence following a curve to a point not set; with a long chord of 442.54', a chord bearing of N01°33'03"E,

Radius= 890.61'

Arc=447.22'

Thence N15°56'11"E 360.72' to a point not set;

Thence following a curve to a point not set; with a long chord of 392.79', a chord bearing of N29°33'20"W,

Radius= 275.39'

Arc=437.31'

Thence N75°02'51"W 932.99' to an iron rod set, the True Point of Beginning.

Said parcel containing 394,968.0 square feet or 9.067 acres, which equates to 36,693.9 square meters or 9.336 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 14

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 14". Thence S47°16'47"E 6610.93' to an iron rod set, the True Point of Beginning, having a northing of 792161.7895 and an easting of 932606.7849:

Thence S48°34'14"W 49.22' to an iron rod set;

Thence following a curve to a point not set; with a long chord of 327.40', a chord bearing of N51°48'41"W,

Radius= 908.39'

Arc=329.19'

Thence N62°11'35"W 204.46' to a point not set;

Thence following a curve to a point not set; with a long chord of 285.17', a chord bearing of N87°30'50"W,

Radius= 333.39'

Arc=294.67'

Thence S67°09'55"W 249.07' to a point not set;

Thence following a curve to a point not set; with a long chord of 273.38', a chord bearing of S50°35'54"W,

Radius= 479.39'

Arc=277.23'

Thence S34°01'53"W 112.96' to a point not set;

Thence following a curve to a point not set; with a long chord of 157.69', a chord bearing of S03°58'06"W,

Radius= 157.39'

Arc=165.17'

Thence S26°05'42"E 141.99' to a point not set;

Thence following a curve to an iron rod set; with a long chord of 275.30', a chord bearing of S03°59'17"W,

Radius= 274.61'

Arc=288.37'

Thence N55°55'45"W 49.22' to an iron rod set;

Thence following a curve to a point not set; with a long chord of 225.95', a chord bearing of N03°59'17"E,

Radius= 225.39'

Arc=236.68'

Thence N26°05'42"W 141.99' to a point not set;

Thence following a curve to a point not set; with a long chord of 207.00', a chord bearing of N03°58'06"E,

Radius= 206.61'

Arc=216.82'

Thence N34°01'53"E 112.96' to a point not set;

Thence following a curve to a point not set; with a long chord of 301.45', a chord bearing of N50°35'54"E,

Radius= 528.61'

Arc=305.69'

Thence N67°09'55"E 249.07' to a point not set;

Thence following a curve to a point not set; with a long chord of 327.27', a chord bearing of S87°30'50"E,

Radius= 382.61'

Arc=338.17'

Thence S62°11'35"E 204.46' to a point not set;

Thence following a curve to an iron rod set; the True Point of Beginning with a long chord of  
345.14', a chord bearing of S51°48'41"E,  
Radius=957.61'  
Arc=347.03'

Said parcel containing 103,755.2 square feet or 2.382 acres, which equates to 9,639.2 square  
meters or 2.452 cuerdas.



### LEGAL DESCRIPTION FOR EASEMENT 15 I.

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "EASEMENT 15 I". Thence S58°15'43"W 1415.33' to an iron rod set, the True Point of Beginning, having a northing of 800106.7923 and an easting of 940370.9503:

Thence S53°34'53"E 189.86' to an iron rod set;

Thence S50°43'25"E 313.99' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 278.22', chord bearing of S52°59'29"E

Radius=3515.39'

Arc=278.30'

Thence S34°44'26"W 49.22' to a point not set;

Thence following a curve to a point not set with a long chord of 282.12', chord bearing of N52°59'29"W

Radius=3564.61'

Arc=282.19'

Thence N50°43'25"W 313.99' to a point not set;

Thence N56°37'00"W 186.32' to a point not set;

Thence N54°53'10"W 2578.10' to an iron rod set;

Thence N35°07'20"E 59.04' to an iron rod set;

Thence S54°53'10"E 2578.09' to an iron rod set, the True Point of Beginning.

Said parcel containing 191,623.6 square feet or 4.399 acres, which equates to 17,802.5 square meters or 4.529 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 15 II

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 15 II". Thence N71°48'01"W 4473.04' to an iron rod set, the True Point of Beginning, having a northing of 802248.3777 and an easting of 937325.3615:

Thence S54°53'10"E 1145.08' to an iron rod set;

Thence S35°07'20"W 59.04' to an iron rod set;

Thence N54°53'10"W 1145.07' to a point not set;

Thence N35°06'50"E 59.04' to an iron rod set, True Point of Beginning;

Said parcel containing 67,605.1 square feet or 1.552 acres, which equates to 6,208.7 square meters or 1.598 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 16

Beginning at a survey control point in the Ward of Machos, said point being a brass disk set in concrete. Said point also known as 'CAMP' and having a northing of 800851.3059 and an easting of 941574.6311 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 16". Thence S25°34'47"W 1356.43' to a PK nail set, the True Point of Beginning, having a northing of 799627.8270 and an easting of 940988.9671:

Thence S55°15'34"E 1622.79' to a point not set;

Thence following a curve to a point not set with a long chord of 317.94', chord bearing of S44°08'39"E

Radius=824.61'

Arc=319.94'

Thence following a curve to a point not set with a long chord of 471.02', chord bearing of S44°53'41"E

Radius=1145.39'

Arc=474.41'

Thence S56°45'37"E 453.21' to a point not set;

Thence following a curve to a point not set with a long chord of 885.86', chord bearing of S25°20'19"E

Radius=849.61'

Arc=931.87'

Thence S06°04'59"W 307.16' to a point not set;

Thence following a curve to a point not set with a long chord of 263.68', chord bearing of S47°25'16"W

Radius=199.61'

Arc=288.03'

Thence S88°45'33"W 199.61' to a point not set;

Thence following a curve to a point not set with a long chord of 512.24', chord bearing of S54°06'07"W

Radius=450.39'

Arc=544.87'

Thence S19°26'41"W 326.67' to a point not set;

Thence following a curve to a point not set with a long chord of 80.15', chord bearing of S20°22'22"W

Radius=2474.61'

Arc=80.15'

Thence S21°18'03"W 174.42' to a point not set;

Thence following a curve to a point not set with a long chord of 181.43', chord bearing of N15°47'57"W

Radius=150.39'

Arc=194.76'

Thence S52°53'57"E 1350.91' to an iron rod set;

Thence S37°06'03"W 49.22' to an iron rod set;

Thence N52°53'57"W 1350.91' to a point not set;

Thence following a curve to a point not set with a long chord of 240.81', chord bearing of N15°47'57"W

Radius=199.61'

Arc=258.50'

Thence N21°18'03"E 174.42' to a point not set;

Thence following a curve to a point not set with a long chord of 78.56', chord bearing of N20°22'22"E

Radius=2425.39'

Arc=78.56'

Thence N19°26'41"E 326.67' to a point not set;  
Thence following a curve to a point not set with a long chord of 568.22', chord bearing of  
N54°06'07"E

Radius=499.61'

Arc=604.41'

Thence N88°45'33"E 199.61' to a point not set;  
Thence following a curve to a point not set with a long chord of 198.67', chord bearing of  
N47°25'16"E

Radius=150.39'

Arc=217.01'

Thence N06°04'59"E 307.16' to a point not set;  
Thence following a curve to a point not set with a long chord of 834.54, chord bearing of  
N25°20'19"W

Radius=800.39'

Arc=877.89'

Thence N56°45'37"W 453.21' to a point not set;  
Thence following a curve to a point not set with a long chord of 491.26, chord bearing of  
N44°53'41"W

Radius=1194.61'

Arc=494.79'

Thence following a curve to a point not set with a long chord of 298.96, chord bearing of  
N44°08'39"W

Radius=775.39'

Arc=300.84'

Thence N55°15'34"W 1622.79' to a point not set;  
Thence N34°44'26"E 49.22' to a PK nail set, True Point of Beginning.

Said parcel containing 357719.9 square feet or 8.212 acres, which equates to 33233.4 square  
meters or 8.455 cuerdas.

### LEGAL DESCRIPTION EASEMENT 17

Beginning at a survey control point in the Ward of Guayaquil, said point being a brass disk set in concrete. Said point also known as 'EMBEACH' and having a northing of 798535.1118 and an easting of 943260.8239 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 17". Thence S70°34'51"W 1062.22' to an iron rod set, the True Point of Beginning, having a northing of 798181.9491 and an easting of 942259.0304:

Thence S20°24'39"W 163.17' to an iron rod set;

Thence S35°11'24"W 90.57' to an iron rod set;

Thence S44°07'15"W 227.64' to a point not set;

Thence N45°48'06"W 38.83' to a point not set;

Thence N44°11'54"E 120.58' to a point not set;

Thence following a curve to a point not set with a long chord of 1000.12', chord bearing of N05°31'50"E

Radius=655.39'

Arc=1137.67'

Thence S55°15'34"E 344.36' to a point not set;

Thence S34°44'26"W 40.66' to a point not set;

Thence following a curve to a point not set, the True Point of Beginning with a long chord of 491.31', chord bearing of S05°35'53"E

Radius=704.61'

Arc=501.85'

Said parcel containing 54,671.6 square feet or 1.255 acres, which equates to 5,079.2 square meters or 1.292 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 18

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 18". Thence S82°02'45"W 1321.16' to an iron rod set, the True Point of Beginning, having a northing of 798961.0287 and an easting of 926196.0422:

Thence following a curve to a point not set with a long chord of 58.03', chord bearing of N55°14'45"W

Radius=740.48'

Arc=58.05'

Thence following a curve to a point not set with a long chord of 749.97', chord bearing of N68°57'48"W

Radius=1885.48'

Arc=755.01'

Thence N80°26'05"W 333.41' to a point not set;

Thence N02°53'40"E 59.44' to an iron rod set;

Thence S80°26'05"E 340.32' to a point not set;

Thence following a curve to a point not set with a long chord of 773.46', chord bearing of S68°57'48"E

Radius=1944.52'

Arc=778.65'

Thence following a curve to a point not set with a long chord of 76.05', chord bearing of S54°45'56"E

Radius=799.52'

Arc=76.08'

Thence S49°48'46"W 60.43' to an iron rod set, the True Point of Beginning.

Said parcel containing 69,121.9 square feet or 1.587 acres, which equates to 6,421.7 square meters or 1.634 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 19

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 19". Thence N84°23'00"W 2393.39' to an iron rod set, the True Point of Beginning, having a northing of 799378.0976 and an easting of 925122.5952;

Thence S02°53'40"W 59.44' to a point not set;

Thence N80°26'05"W 1000.44' to a point not set;

Thence following a curve to a point not set with a long chord of 524.92', chord bearing of N86°52'24"W

Radius=2340.48'

Arc=526.02'

Thence S86°41'17"W 956.85' to a point not set;

Thence S03°18'43"E 19.69' to a point not set;

Thence following a curve to a point not set with a long chord of 328.45', chord bearing of S73°39'55"W

Radius=728.79'

Arc=331.29'

Thence N29°21'27"W 19.69' to a point not set;

Thence S60°38'33"W 1014.42' to a point not set;

Thence following a curve to a point not set with a long chord of 440.23', chord bearing of S77°37'38"W

Radius=753.52'

Arc=446.74'

Thence N85°23'18"W 105.09' to a point not set;

Thence S06°29'05"W 565.74' to a point not set;

Thence following a curve to a point not set with a long chord of 240.83', chord bearing of S12°29'15"E

Radius=370.39'

Arc=245.29'

Thence S31°27'34"E 205.67' to a point not set;

Thence following a curve to an iron rod set with a long chord of 512.82', chord bearing of S25°12'28"E

Radius=2354.61'

Arc=513.83'

Thence S71°02'38"W 49.22' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 502.10', chord bearing of N25°12'28"W

Radius=2305.39'

Arc=503.09'

Thence N31°27'34"W 205.67' to an iron rod set;

Thence following a curve to a point not set with a long chord of 272.84', chord bearing of N12°29'15"E

Radius=419.61'

Arc=277.89'

Thence N06°29'05"E 488.65' to a point not set;

Thence N11°14'04"E 135.38' to a point not set;

Thence S85°23'18"E 141.19' to a point not set;

Thence following a curve to a point not set with a long chord of 405.74', chord bearing of N77°37'38"E

Radius=694.48'

Arc=411.74'

Thence N60°38'33"E 1014.42' to a point not set;

Thence N29°21'27"W 19.69' to a point not set;  
Thence following a curve to a point not set with a long chord of 372.80', chord bearing of  
N73°39'55"E

Radius=827.21'

Arc=376.03'

Thence S03°18'43"E 19.69' to a point not set;

Thence N86°41'17"E 956.85' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 538.16', chord bearing of  
S86°52'24"E

Radius=2399.52'

Arc=539.29'

Thence S80°26'05"E 993.54' to an iron rod set, the True Point of Beginning.

Said parcel containing 350,976.2 square feet or 8.057 acres, which equates to 32,606.9 square  
meters or 8.296 cuerdas.



### LEGAL DESCRIPTION FOR EASEMENT 20

Beginning at a survey control point in the Ward of Dagupan, said point being a brass disk set in concrete; Said point also known as 'MANATI' and having a northing of 791059.1339 and an easting of 921490.5759 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 20". Thence N12°12'56"W 5380.02' to an iron rod set, the True Point of Beginning, having a northing of 796317.3385 and an easting of 920352.2213:

Thence N07°23'37"W 50.22' to a point not set;

Thence following a curve to a point not set with a long chord of 262.52', chord bearing of N60°27'55"E

Radius=735.39'

Arc=263.93'

Thence N50°11'00"E 631.48' to a point not set;

Thence following a curve to an iron rod set with a long chord of 443.02', chord bearing of N15°36'49"E

Radius=390.39'

Arc=471.09'

Thence N71°02'38"E 49.22' to an iron rod set;

Thence following a curve to a point not set with a long chord of 498.88', chord bearing of S15°36'49"W

Radius=439.61'

Arc=530.48'

Thence S50°11'00"W 631.48' to an iron rod set;

Thence following a curve to an iron rod set, the True Point of Beginning, with a long chord of 290.24', chord bearing of S60°50'32"W

Radius=784.61'

Arc=291.92'

Said parcel containing 69,409.9 square feet or 1.593 acres, which equates to 6,448.4 square meters or 1.641 cuerdas.

### LEGAL DESCRIPTION EASEMENT 21

Beginning at a survey control point in the Ward of Daguao, said point being a brass disk set in concrete. Said point also known as 'BAKER' and having a northing of 794549.6798 and an easting of 921077.9933 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 21". Thence N13°53'46"W 1966.63' to an iron rod set, the True Point of Beginning, having a northing of 796458.7488 and an easting of 920605.6833;

Thence following a curve to a point not set with a long chord of 332.65', chord bearing of S21°45'22"W

Radius=349.39'

Arc=346.70'

Thence S06°40'17"E 707.30' to a point not set;

Thence following a curve to a point not set with a long chord of 228.51', chord bearing of S10°09'33"W

Radius=394.61'

Arc=231.83'

Thence S26°59'23"W 1182.66' to a point not set;

Thence following a curve to a point not set with a long chord of 62.33', chord bearing of S11°34'06"E

Radius=50.00'

Arc=67.30'

Thence following a curve to a point not set with a long chord of 239.96', chord bearing of S25°11'36"E

Radius=284.61'

Arc=247.71'

Thence S00°15'36"E 233.14' to a point not set;

Thence following a curve to a point not set with a long chord of 115.51', chord bearing of S27°41'13"E

Radius=125.39'

Arc=120.05'

Thence S55°06'51"E 162.71' to a point not set;

Thence following a curve to a point not set with a long chord of 156.28', chord bearing of S23°37'40"E

Radius=149.61'

Arc=164.43'

Thence S07°51'31"W 152.93' to a point not set;

Thence following a curve to a point not set with a long chord of 86.37', chord bearing of S27°05'18"E

Radius=75.39'

Arc=91.97'

Thence S62°02'07"E 305.68' to a point not set;

Thence following a curve to a point not set with a long chord of 349.05', chord bearing of S75°57'24"E

Radius=725.39'

Arc=352.51'

Thence S89°52'42"E 180.05' to a point not set;

Thence S01°18'44"E 49.24' to a point not set;

Thence N89°52'42"W 181.28' to a point not set;

Thence following a curve to a point not set with a long chord of 372.73', chord bearing of N75°57'24"W

Radius=774.61'

Arc=376.42'

Thence N62°02'07"W 305.68' to a point not set;

Thence following a curve to a point not set with a long chord of 142.76', chord bearing of N27°05'18"W

Radius=124.61'

Arc=152.01'

Thence N07°51'31"E 152.93' to a point not set;

Thence following a curve to a point not set with a long chord of 104.87', chord bearing of N23°37'40"W

Radius=110.39'

Arc=110.34'

Thence N55°06'51"W 162.71' to a point not set;  
Thence following a curve to a point not set with a long chord of 160.86', chord bearing of N27°41'13"W  
Radius=174.61'  
Arc=167.17'  
Thence N00°15'36"W 233.14' to a point not set;  
Thence following a curve to a point not set with a long chord of 198.46', chord bearing of N25°11'36"W  
Radius=235.39'  
Arc=204.87'  
Thence following a curve to a point not set with a long chord of 123.69', chord bearing of N11°34'06"W  
Radius=99.22'  
Arc=133.54'  
Thence N26°59'23"E 1182.66' to a point not set;  
Thence following a curve to a point not set with a long chord of 200.01', chord bearing of N10°09'33"E  
Radius=345.39'  
Arc=202.91'  
Thence N06°40'17"W 707.30' to a point not set;  
Thence following a curve to a point not set with a long chord of 228.97', chord bearing of N10°01'10"E  
Radius=398.61'  
Arc=232.24'  
Thence following a curve to an iron rod set, the True Point of Beginning, with a long chord of 159.60',  
chord bearing of N56°01'16"E  
Radius=784.61'  
Arc=159.88'

Said parcel containing 221,548.7 square feet or 5.086 acres, which equates to 20,582.6 square meters or 5.237 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 22

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete; Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 22". Thence S10°14'36"E 5702.81' to an iron rod set, the True Point of Beginning, having a northing of 791034.8502 and an easting of 928764.0234:

Thence S37°21'10"E 56.21' to a point not set;

Thence following a curve to a point not set; with a long chord of 93.66', a chord bearing of S32°30'14"W,

Radius= 399.61'

Arc=93.87'

Thence S39°14'01"W 203.42' to a point not set;

Thence S31°07'00"W 298.77' to a point not set;

Thence N82°23'22"W 53.67' to a point not set;

Thence N31°07'00"E 323.67' to a point not set;

Thence N39°14'01"E 206.91' to a point not set;

Thence following a curve to an iron rod set; the True Point of Beginning with a long chord of 107.32', a chord bearing of N30°25'29"E,

Radius= 350.39'

Arc=107.74'

Said parcel containing 30,374.0 square feet or 0.697 of an acre, which equates to 2,821.8 square meters or 0.718 of a cuerda.

### LEGAL DESCRIPTION EASEMENT 23

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 23". Thence N50°37'43"E 1415.10' to an iron rod set, the True Point of Beginning, having a northing of 797544.4326 and an easting of 928843.8370:

Thence N55°35'04"W 49.22' to a point not set;

Thence N34°24'56"E 784.00' to a point not set;

Thence following a curve to an iron rod set with a long chord of 14.71', chord bearing of N10°38'54"W

Radius=10.39'

Arc=16.34'

Thence N55°42'43"W 262.55' to an iron rod set;

Thence N34°26'35"E 49.22' to a point not set;

Thence S55°42'43"E 262.42' to a point not set;

Thence following a curve to a point not set with a long chord of 84.40', chord bearing of S10°38'54"E

Radius=59.61'

Arc=93.77'

Thence S34°24'56"W 784.00' to an iron rod set, the True Point of Beginning:

Said parcel containing 54,217.7 square feet or 1.245 acres, which equates to 5,037.0 square meters or 1.282 cuerdas.

### LEGAL DESCRIPTION FOR EASEMENT 24

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BASEMENT 24". Thence S25°06'47"E 5671.51' to an iron rod set, the True Point of Beginning, having a northing of 791511.3792 and an easting of 930156.9139;

Thence S18°30'36"W 166.08' to a point not set;

Thence N71°29'24"W 87.49' to a point not set;

Thence following a curve to a point not set; with a long chord of 395.01', a chord bearing of N49°38'14"W,

Radius= 530.61'

Arc=404.75'

Thence S64°52'27"W 372.81' to a point not set;

Thence following a curve to a point not set; with a long chord of 132.18', a chord bearing of N70°06'25"W,

Radius= 724.61'

Arc=132.36'

Thence S75°20'24"W 301.47' to a point not set;

Thence following a curve to a point not set; with a long chord of 167.79', a chord bearing of S88°16'52"W,

Radius= 374.61'

Arc=169.22'

Thence N78°46'40"W 162.48' to a point not set;

Thence following a curve to a point not set; with a long chord of 157.98', a chord bearing of S37°18'43"E,

Radius= 374.39'

Arc=159.18'

Thence S49°29'31"E 57.39' to a point not set;

Thence following a curve to a point not set; with a long chord of 155.14', a chord bearing of S18°15'41"E,

Radius= 149.61'

Arc=163.10'

Thence following a curve to a point not set; with a long chord of 89.12', a chord bearing of S19°22'19"W,

Radius= 399.61'

Arc=89.31'

Thence N37°21'10"W 56.21' to a point not set;

Thence following a curve to a point not set; with a long chord of 52.83', a chord bearing of N17°17'33"E,

Radius= 350.39'

Arc=52.88'

Thence following a curve to a point not set; with a long chord of 104.10', a chord bearing of N18°15'41"W,

Radius= 100.39'

Arc=109.44'

Thence N49°29'31"W 57.39' to a point not set;

Thence following a curve to a point not set; with a long chord of 193.18', a chord bearing of N36°18'43"W,

Radius= 423.61'

Arc=194.89'

Thence N23°07'54"W 41.33' to a point not set;

Thence N11°13'20"E 32.22' to a point not set;

Thence S78°46'40"E 234.00' to a point not set;

Thence following a curve to a point not set; with a long chord of 145.74', a chord bearing of N88°16'52"E,

Radius= 325.39'

Arc=146.99'

Thence N75°20'24"E 301.47' to a point not set;

Thence following a curve to a point not set; with a long chord of 123.20', a chord bearing of N70°06'25"E,

Radius= 675.39'

Arc=123.37'

Thence N64°52'27"E 422.09' to a point not set;

Thence following a curve to a point not set; with a long chord of 401.51', a chord bearing of S46°50'34"E,

Radius= 481.39'

Arc=414.16'

Thence S71°29'24"E 38.27' to a point not set;

Thence N18°30'36"E 116.78' to a point not set;

Thence S71°29'24"E 41.15' to a point not set;

Thence following a curve to an iron rod set, the True Point of Beginning with a long chord of 8.07', a chord bearing of S72°04'08"E,

Radius= 399.61'

Arc=8.07'

Said parcel containing 112,345.5 square feet or 2.579 acres, which equates to 10,437.3 square meters or 2.656 cuerdas.

### LEGAL DESCRIPTION EASEMENT 25

Beginning at a survey control point in the Ward of Quebrada Seca, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 25". Thence S65°46'40"W 1154.24' to an iron rod set, the True Point of Beginning, having a northing of 798670.2992 and an easting of 926451.8698;

Thence following a curve to a point not set with a long chord of 58.23', chord bearing of S32°42'00"E

Radius=370.48'

Arc=58.29'

Thence following a curve to a point not set with a long chord of 422.66', chord bearing of S69°24'05"W

Radius=320.39'

Arc=461.54'

Thence N71°15'39"W 15.42' to an iron rod set;

Thence N21°18'51"W 43.57' to a point not set;

Thence following a curve to a point not set with a long chord of 418.41', chord bearing of N66°36'34"E

Radius=369.61'

Arc=444.76'

Thence S37°12'25"E 17.52' to an iron rod set the True Point of Beginning.

Said parcel containing 22,596.3 square feet or 0.519 of an acre, which equates to 2,099.3 square meters or 0.534 of a cuerda.



### LEGAL DESCRIPTION FOR EASEMENT 26

Beginning at a survey control point in the Ward of Dagua, said point being a brass disk set in concrete. Said point known as "COLINA" and having a northing of 797036.8324 and an easting of 916304.6005 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 26". Thence N67°51'33"E 4952.64' to POINT #26-3A, an iron rod set, the True Point of Beginning, having a northing of 798903.4095 and an easting of 920892.0277;

Thence N07°56'34"E 730.47' to a point not set;

Thence S83°59'00"E 26.33' to a point not set;

Thence S06°01'00"W 450.00' to a point not set;

Thence N83°59'00"W 15.00' to a point not set;

Thence S06°01'00"W 341.39' to a point not set;

Thence N85°23'18"W 41.58' to a point not set;

Thence N11°14'04"E 62.61' to a POINT # 26-3A, an iron rod set the True Point of beginning.

Said parcel containing 26,373.1 square feet or 0.605 of an acre, which equates to 2450.2 square meters or 0.623 of a cuerda.

### LEGAL DESCRIPTION EASEMENT 27

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELICIAS' and having a northing of 799143.8537 and an easting of 927504.4901 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 27". Thence N67°33'29"E 3925.91' to an iron rod set, the True Point of Beginning, having a northing of 800642.5529 and an easting of 931133.0789;

Thence N74°40'21"W 111.12' to a point not set;

Thence following a curve to a point not set with a long chord of 408.37', chord bearing of N65°04'28"W

Radius=1224.61'

Arc=410.28'

Thence N55°28'36"W 108.63' to a point not set;

Thence following a curve to a point not set with a long chord of 239.53', chord bearing of N32°33'46"W

Radius=307.61'

Arc=246.04'

Thence N09°38'56"W 228.13' to a point not set;

Thence N04°39'23"W 217.78' to a point not set;

Thence following a curve to a point not set with a long chord of 226.29', chord bearing of N18°40'54"E

Radius=285.61'

Arc=232.67'

Thence N42°01'11"E 105.61' to a point not set;

Thence following a curve to a point not set with a long chord of 161.10', chord bearing of N18°55'46"E

Radius=205.39'

Arc=165.55'

Thence N04°09'40"W 140.27' to a point not set;

Thence following a curve to a point not set with a long chord of 166.96', chord bearing of N14°16'29"W

Radius=475.39'

Arc=167.83'

Thence following a curve to a point not set with a long chord of 49.52', chord bearing of N04°54'08"W

Radius=74.22'

Arc=50.48'

Thence N14°35'03"E 89.02' to a point not set;

Thence following a curve to a point not set with a long chord of 61.93', chord bearing of N67°13'22"E

Radius=263.00'

Arc=62.07'

Thence S14°35'03"W 126.60' to a point not set;

Thence following a curve to a point not set with a long chord of 16.68', chord bearing of S04°54'08"E

Radius=25.00'

Arc=17.00'

Thence following a curve to a point not set with a long chord of 184.25', chord bearing of S14°16'29"E

Radius=524.61'

Arc=185.21'

Thence S04°09'40"E 140.27' to a point not set;

Thence following a curve to a point not set with a long chord of 199.71', chord bearing of S18°55'46"W

Radius=254.61'

Arc=205.22'

Thence S42°01'11"W 105.61' to a point not set;

Thence following a curve to a point not set with a long chord of 187.29', chord bearing of S18°40'54"W

Radius=236.39'

Arc=192.58'

Thence S04°39'23"E 215.64' to a point not set;

Thence S09°38'56"E 225.98' to a point not set;

Thence following a curve to a point not set with a long chord of 201.21', chord bearing of S32°33'46"E

Radius=258.39'

Arc=206.67'

Thence S55°28'36"E 108.63' to a point not set;

Thence following a curve to a point not set with a long chord of 391.95', chord bearing of S65°04'28"E

Radius=1175.39'

Arc=393.79'

Thence S74°40'21"E 116.04' to a point not set;

Thence S19°59'21"W 12.83' to a point not set;

Thence following a curve to an iron rod set, the True Point of Beginning with a long chord of 36.64', chord bearing of S21°23'45"W

Radius=746.21'

Arc=36.64'

Said parcel containing 110,992.1 square feet or 2.548 acres, which equates to 10,311.5 square meters or 2.624 cuerdas.

### LEGAL DESCRIPTION EASEMENT 28

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 28". Thence S80°32'06"W 1455.73' to an iron rod set, the True Point of Beginning, having a northing of 805204.5081 and an easting of 931674.5620:

Thence S02°46'27"E 399.73' to an iron rod set;  
Thence S23°35'04"W 247.75' to an iron rod set;  
Thence S19°01'22"W 388.54' to a MAG nail set;  
Thence S29°57'10"W 290.23' to an iron rod set;  
Thence S32°49'53"W 712.89' to an iron rod set;  
Thence S32°37'31"W 558.73' to a point not set;  
Thence following a curve to a point not set with a long chord of 107.57', chord bearing of N63°04'19"W

Radius=263.00'

Arc=108.33'

Thence N32°37'31"E 1500.73' to a point not set;  
Thence N21°31'21"E 641.58' to a point not set;  
Thence N02°46'27"W 368.63' to an iron rod set;  
Thence N71°08'07"E 114.48' to an iron rod set, the True Point of Beginning.

Said parcel containing 268,631.5 square feet or 6.170 acres, which equates to 24,956.8 square meters or 6.350 cuerdas.

**Exhibit "D"**

**FINDING OF SUITABILITY TO TRANSFER  
FOR SALE PARCEL I AND ADDENDUM**

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**FINDING OF SUITABILITY TO TRANSFER**

**SALE PARCEL I - BUNDY**

**NAVAL ACTIVITY PUERTO RICO  
CEIBA, PUERTO RICO**



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mpt*

**Prepared by:**

**Department of the Navy  
Base Realignment and Closure  
Program Management Office Southeast  
4130 Faber Place Drive, Suite 202  
North Charleston, South Carolina 29405**

**January 2008**

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

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# **FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO**

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## **1.0 PURPOSE**

This Finding of Suitability to Transfer (FOST) summarizes how the requirements and notifications for hazardous substances, petroleum products and other regulated material on the property have been satisfied, and documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements known as Sale Parcel I - Bundy (Subject Property) at Naval Activity Puerto Rico (NAPR), Ceiba, Puerto Rico are environmentally suitable for deed transfer. This decision is based primarily on my review of information contained in two of the documents listed in Exhibit A (References) – CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico (the CERFA Report; Navy, 2006b) and Phase I/II Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico (the ECP Report; Navy, 2005). Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

## **2.0 DESCRIPTION OF PROPERTY**

NAPR was formerly known as Naval Station Roosevelt Roads (NSRR) until it ceased operation as an active Naval Station on March 31, 2004, at which point it was designated Naval Activity Puerto Rico. NAPR is located on the east coast of Puerto Rico adjacent to the municipality of Ceiba.

The Subject Property is comprised of approximately 1,351 acres located in the southwest section of the installation, and includes the “downtown” commercial/institutional area, elementary school, 9-hole golf course, office and administrative buildings, theatre, fitness center, a portion of the ammunition storage area south of the airfield, the Rainbow Hill family housing area (duplex and apartment-type units), Bachelor Officer Quarters (BOQ) and Bachelor Enlisted Quarters (BEQ), Navy Lodge, and the Coast Guard pier. As shown on the vicinity map in Exhibit B, the Subject Property does not include ten non-contiguous areas wholly or partially surrounded by Sale Parcel I. These areas total approximately 170 acres and are comprised of Area of Concern (AOC) F (four locations) and Solid Waste Management Units (SWMUs) 1, 2, 54, 61, 62 and 71. These areas were carved out of Sale Parcel I because they are Resource Conservation and Recovery Act (RCRA) SWMUs and AOCs with work remaining to be completed under the Administrative Order on Consent (Consent Order) that sets out the Navy’s corrective action obligations under RCRA. Furthermore, the SWMUs cannot be included in the transfer of Sale Parcel I because all necessary remedial actions have not been taken prior to transfer as required by



## **FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO**

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Section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Navy and the winning bidder in the public auction of Sale Parcel I will execute a lease in furtherance of conveyance for the carve-out areas. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the new owner of Sale Parcel I.

The Subject Property is comprised of Sub-Parcels 2, 3, 17, 19, 21, 22, 25 and 27, as shown on parcel maps (Exhibit C) from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005). The areas shown on these maps as having "Cleanup Remaining" correlate to AOC F and SWMUs 1, 2, 54, 61 (shown as ECP 7), 62 (shown as ECP 8) and 71 (shown as ECP 17), and are not included in the Subject Property. The boundaries of the SWMUs and AOCs shown on these maps are approximate and have changed since the draft parcel map report was produced, thus they do not match the current boundaries shown on the vicinity map (Exhibit B). Furthermore, since the draft parcel map report was published, the northern boundary of Sub-Parcel 27 has been shifted approximately 700 feet to the south. The survey maps in Exhibit D provide the final boundaries for the Subject Property.

Table 1 (Exhibit E) provides the facility number, former user, name or description, area and year of construction of each of the numbered buildings, structures, and facilities on the Subject Property.

### **3.0 PAST USE AND PROPOSED REUSE**

The Subject Property has been used as a military installation since its acquisition and development by the Navy in the 1940s. The ECP Report states that most of the arable land on what is now NAPR was previously used for sugar cane cultivation and cattle grazing. No significant industrial facilities or environmental concerns were identified with respect to activities conducted on the former NSRR prior to Navy ownership.

The Navy established NAPR to serve as the caretaker of the real property associated with NSRR and to assist in the transfer of the property. Since the establishment of NAPR, all industrial and commercial operations on the Subject Property with a significant potential for environmental contamination have ceased.

## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO

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The Naval Station Roosevelt Roads Reuse Plan (CBRE et al, 2004) developed by the Puerto Rico Department of Economic Development and Commerce (acting as the Local Redevelopment Authority [LRA]) anticipates the following types of land uses for the Subject Property: Moderate Lodging, Residential, Learning and Training Center, Public Golf Course, Mixed Use (commercial), University Campus and Public School. The Subject Property will be sold via public auction to the highest qualified bidder.

### 4.0 **ENVIRONMENTAL FINDINGS**

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on NAPR, as collected through record searches, aerial photographs, personnel interviews, and on-site visual inspections, is contained in the ECP Report. The following summarizes the findings as they relate to the Subject Property and the corresponding Condition of Property Classification assigned to the real property to be transferred.

#### **A. Hazardous Substance Contamination**

There are four Resource Conservation and Recovery Act (RCRA) Solid Waste Management Units (SWMUs) on the Subject Property that have been designated Corrective Action Complete Without Controls and require no further action.

In December 2007, EPA approved the Corrective Action Complete Without Controls recommendation for SWMU 16, Waste Explosives Storage, Building 1666 (Baker, 2007). RCRA Facility Investigation (RFI) sampling indicated no surface or subsurface soil contamination has resulted from waste explosives storage. Two explosives compounds were detected in groundwater at concentrations below their reporting limits. Furthermore, groundwater is not present to a significant extent beneath the site.

An RFI was not required at SWMU 38 (Sanitary and Storm Sewer Systems) based on research, interviews and visual inspections. Under the Consent Order, this determination is contingent upon the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer systems as part of the corrective action(s) for releases from SWMUs 4, 12, 13 and 14, which are not in the vicinity of the Subject Property, and/or any other SWMU at the NAPR facility where releases may have impacted the sewer systems. A map showing the location of the existing sewer system at NAPR is provided in Exhibit B.

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

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Sampling at SWMU 26 (Abandoned Engine Oil Drums, Building 544 Area) and SWMU 63 (Former Pistol Range at BEQ) did not identify chemicals of potential concern. Thus, no additional investigation or remediation was required at these SWMUs.

Detailed descriptions of SWMUs 16, 26, 38 and 63 are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E). SWMU locations are shown on the maps in Exhibits B and C. The Subject Property does not include the areas shown on the parcel maps in Exhibit C as having "Cleanup Remaining" (i.e., SWMUs 1, 2, 54, 61/ECP 7, 62/ECP 8 and 71/ECP 17).

**B. Petroleum Contamination**

According to the ECP Report, there were five underground storage tanks (USTs) on the Subject Property at the time of the ECP inspection in March 2005. As shown on Table 3 in Exhibit E, all five were empty. The ECP Report listed 10 known former USTs on the Subject Property that were removed between 1993 and 1999. Table 3 lists the known past and present USTs on the Subject Property along with their location, capacity, material stored and the year removed (or year installed if still present). The ECP Report and field verification documented 22 operational aboveground storage tanks (ASTs) and five oil/water separators (OWSs) on the Subject Property. These ASTs and OWSs are also listed in Table 3. According to the ECP Report, any contaminated soils identified during past replacement of tanks were excavated and disposed of off NSRR property, and the replaced tanks were closed in accordance with Title 40 Code of Federal Regulations Part 280. The records do not indicate there have been any spills or releases associated with the USTs, ASTs and OWSs on the Subject Property.

**C. Condition of Property Classification**

The ECP Report divided all property at NAPR into parcels, and classified them into one of the three following categories:

- **Category 1** – Areas where no known or documented releases, or disposal of hazardous substances or petroleum products or their derivatives has occurred, including no migration of these substances from adjacent areas.
- **Category 2** – Areas where the release, disposal, or migration, or some combination thereof, of hazardous substances, or petroleum products or their derivatives has occurred, but at concentrations that do not require a removal or remedial action, or all

## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO

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remedial actions necessary to protect human health and the environment have been taken.

- **Category 3** – Areas where a confirmed or suspected release, disposal, or migration, or some combination thereof, of hazardous substances, or petroleum products or their derivatives has occurred, but required investigation and/or response actions have not yet been initiated or are ongoing.

These categories are derived from the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Community Environmental Response Facilitation Act (CERFA) and the American Society for Testing and Materials (ASTM) Standard Practice for Conducting Environmental Baseline Surveys (ASTM Standard D 6008-96), which further incorporates ASTM D 5746-98 (2002) *Standard Classification of Environmental Condition of Property Area Types for Defense Base Closure and Realignment Facilities*.

CERFA stipulates that the federal government must identify "uncontaminated property" scheduled for transfer, and defines this as "...real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released, or disposed of" [(Section 9620(h)(4)(A)]. In accordance with the property condition classification guidelines discussed above, the Navy classified the Subject Property, with the exception of SWMU 16 (Category 3), SWMU 26 (Category 2) and SWMU 38 (Category 3), as Category 1 uncontaminated property (including SWMU 63). Following its review of the CERFA Report, the Puerto Rico Environmental Quality Board (EQB) concurred with this classification and provided a concurrence statement (Exhibit D) in the Final CERFA Report on 11 August 2006.

The Category 1 and 2 areas on the Subject Property are suitable for transfer because they are either uncontaminated or all remedial actions necessary to protect human health and the environment have been taken. SWMU 16, designated Category 3 at the time of the CERFA Report, has since been determined to be suitable for transfer based on the findings of a Phase I RFI. The portion of SWMU 38 (Sanitary and Storm Sewer System) on the Subject Property is transferable because it was designated Corrective Action Complete Without Controls by EPA in the Consent Order signed on 29 January 2007. This determination is contingent upon the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer systems as part of the corrective action(s) for releases from SWMUs 4, 12, 13 and 14, which are not in the vicinity of the Subject Property, and/or any other SWMU at the NAPR facility where releases may have impacted the sewer systems.

## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO

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### **D. Other Environmental Aspects**

#### **1. Munitions and Explosives of Concern**

According to the ECP Report, there are no heavy (crew-served) weapon ranges, unexploded ordnance/impact areas, explosive ordnance disposal areas or open burning/open detonation activities on the Subject Property.

In December 2007, EPA approved the Corrective Action Complete Without Controls recommendation for SWMU 16, Waste Explosives Storage, Building 1666 (Baker, 2007). RFI sampling indicates no surface or subsurface soil contamination has resulted from waste explosives storage. Two explosives compounds were detected in groundwater at concentrations below their reporting limits. Furthermore, groundwater is not present to a significant extent beneath the site.

A former pistol range (SWMU 63) was located at the site of the new BEQ. Two of eight surface soil samples collected at SWMU 63 had lead concentrations greater than base background, but the lead concentration of all eight samples was less than the soil screening criterion. SWMU 63 has been designated as Corrective Action Complete Without Controls in the EPA Consent Order.

Since establishment of the former NSRR, munitions storage magazines have been used for the storage of various types of munitions, including bombs, missiles, explosive projectiles, pyrotechnics (e.g., flares), small arms ammunition, and any other ordnance-related items. The majority of these munitions storage magazines are located in a secure area at the southwest end of the main runway. Twenty-one of the magazines in this area are located on the Subject Property (see Exhibit E, Table 1). There are also four other magazines southwest of this area at the end of Guadalcanal Road. A magazine close-out inspection was conducted at the former NSRR by the Naval Ordnance Safety and Security Activity (NOSSA) in February 2004. This inspection confirmed that all magazines were completely cleared of all ordnance-related items, and no explosive residuals or contaminants were present in the magazines.

## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO

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### 2. Asbestos-Containing Materials

According to the June 2005 *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico* (Baker, 2005), asbestos-containing material (ACM) was identified in 17 of 51 non-family housing facilities inspected on the Subject Property, as summarized in Table 4 of Exhibit E. Friable, accessible and damaged (FAD) ACM was identified in three of the facilities – Building 296 (20 linear feet of pipe insulation), Building 598 (6 linear feet of pipe insulation) and Building 1686 (1 linear foot of pipe and fitting insulation). This FAD ACM will be removed prior to transfer. Detailed information about the materials identified and sampled during the asbestos inspection, including summary tables, location drawings, photographs and laboratory reports, is included in the report.

An ACM inspection of military family housing in the eight NAPR residential communities was performed in January and February 2005 in anticipation of property transfer. The 88-unit Rainbow Hill residential community, the only one of these communities on the Subject Property, is comprised of two, three and four bedroom duplex and apartment style units constructed in 1975 and renovated between 1998 and 2001. According to the June 2005 *Final Asbestos Inspection Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico* (Baker, 2005a), no ACM was identified in the 24 Rainbow Hill units that were inspected. These units were considered representative of the Rainbow Hill community. Detailed information about the units inspected and the materials identified and sampled during the asbestos inspection, including summary tables, location drawings, photographs and laboratory reports is included in the report.

The possibility remains for the presence of undiscovered ACM associated with underground utilities and miscellaneous building materials at NAPR. While this potential ACM does not pose a hazard to site users, future demolition and/or subsurface work performed by the transferee could result in FAD ACM hazards. Thus, the transferee must comply with all applicable Commonwealth and Federal laws relating to ACM management in order to ensure future protection of human health and the environment during any future renovation/demolition activities or underground utility work.

### 3. Lead-Based Paint

A lead-based paint (LBP) survey and risk assessment was completed at NAPR in 2005 for military family housing only, thus none of the facilities on the Subject Property, other

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

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than the Rainbow Hill housing units, were included in the survey. According to the June 2005 Final Lead-Based Paint Inspection/Risk Assessment Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, 2005c), no LBP hazard of any type was identified in the Rainbow Hill housing community.

Table 1 (Exhibit E) indicates approximately 98 other buildings, structures and facilities on the Subject Property were constructed prior to 1978, the year in which LBP was banned for consumer use. These facilities and any others built before 1978 are presumed to contain LBP. A Lead-Based Paint Hazards Advisory Statement, Exhibit G to this FOST, will be provided to the transferee as an attachment to the deed and executed at the time of transfer.

4. Polychlorinated Biphenyls

Only one polychlorinated biphenyl (PCB) containing-transformer remains at NAPR. The transformer, located in Building 386, is not on the Subject Property. All other PCB-contaminated transformers and equipment were removed from the former NSRR prior to 1998. Due to the age of the majority of facilities and the size of the station, it is possible that PCB-contaminated fluorescent light ballasts and other minor PCB sources may be present on NAPR. There are no other records of PCBs having been stored, released or disposed of on the Subject Property.

5. Radon

According to the U.S. Geological Survey Open-File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico (USGS, 1993), the Commonwealth of Puerto Rico exhibits generally low indoor radon levels, and a survey of radon concentrations of offices, housing units, schools and other buildings was conducted by the DoD between 1989 and 1992 on federal military reservations in Puerto Rico, including the former NSRR. Indoor radon levels ranged from 0.0 to 1.9 picoCuries/Liter (pCi/L), well below the current EPA residential indoor radon screening action level of 4 pCi/L. The majority of the reservations, including NAPR, are situated on coastal plains, so the low indoor radon levels were not unexpected.

## FINDING OF SUITABILITY TO TRANSFER SALE PARCEL I - BUNDY NAVAL ACTIVITY PUERTO RICO

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### 6. Threatened and Endangered Species

As shown on the individual parcel maps in Exhibit C, breeding habitat and nesting/foraging palms for the endangered yellow-shouldered blackbird have been identified on the Subject Property. The Commonwealth of Puerto Rico has indicated that it intends to zone the property in a manner that will implement the planning, development, maintenance, mitigation and use requirements described on the parcel maps.

In accordance with the Endangered Species Act, the Navy developed a Biological Assessment (BA) for the former NSRR in 2006 to assess the potential impact on any federally protected species from the disposal of NSRR. Given the protection measures addressed in detail in the Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report (Navy, 2006a), the Navy has determined that the disposal of the former NSRR and transfer of the property to future owners is not likely to adversely affect federally-listed species and would not result in adverse modification of designated critical habitat within the project area. The U.S. Fish and Wildlife Service concurred with this determination in a letter dated April 7, 2006.

## 5.0 REQUIREMENTS APPLICABLE TO PROPERTY TRANSFER

### A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Assessment and Finding of No Significant Impact (FONSI) have been prepared and executed in connection with the planned disposal and reuse of NAPR. The FONSI was signed on April 10, 2007.

### B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of CERCLA, all deeds transferring federal property must provide notice as to those hazardous substances which it is known, based on a complete search of agency files, were stored for one year or more, released or disposed on the Subject Property in excess of those reportable quantities specified under Title 40 CFR Part 373, and all response actions taken to date to address any such releases or disposals. No hazardous substances are known to have been stored or released on the Subject Property in excess of their respective reportable quantities, thus, no deed notice is required in this instance.



**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

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**C. CERCLA Covenant**

The deed that conveys the Subject Property will contain the covenants provided for under CERCLA Sections 120(h)(3)(A)(ii)(I) and (II) that all necessary remedial actions have been taken prior to transfer, and that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States.

**D. CERCLA Access Clause**

In accordance with CERCLA Section 120(h)(4)(D)(ii), the deed transferring the Subject Property shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter upon the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct annual physical inspections, tests, investigations, long term monitoring, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under applicable environmental laws and regulations.

**E. Land and Groundwater Restrictions**

The Navy will transfer all of the Subject Property without restrictions.

**F. Environmental Compliance Agreements / Permits / Orders**

On January 29, 2007, the Navy and EPA voluntarily entered into a Consent Order. The Consent Order set out the Navy's corrective action obligations under RCRA and replaced the 1994 RCRA permit as the document memorializing these obligations concerning NAPR. The four RCRA SWMUs on the Subject Property were either designated Corrective Action Complete Without Controls in the Consent Order or subsequent to the signing of the Consent Order based on investigations that found no further action would be necessary. Detailed descriptions of the SWMUs on the Subject Property are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E).

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

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Puerto Rico EQB issued a draft Title V Operating Permit, number TV9711-19-0397-0012, for air emissions at the former NSRR in Spring 2003. This draft permit went into public review on July 8, 2003, where NSRR presented extensive comments/changes due to the relocation of many tenant commands. A final Title V Operating Permit has not been issued by EQB. NSRR had a wide variety of small emission sources, which operated intermittently, with no set operation schedule. Most volatile organic compound and hazardous air pollutant emissions were generated by combustion sources, which are powered by diesel, JP-5, gasoline or propane gas. Significant emission units on the Subject Property included boilers at Buildings 729 and 731 and an 8,000-gallon gasoline AST at the Golf Course. Because of station closure, air emission sources associated with the Subject Property have been discontinued. There is no documentation of any current, or previous Notices of Violation issued to the former NSRR as a result of a deviation from the Title V Permit.

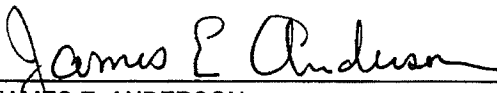
**G. Notification to Regulatory Agencies / Public**

In accordance with DoD guidance, U.S. EPA Region 2 and the Puerto Rico EQB have been advised of the proposed transfer of the Subject Property, and copies of the ECP Report, CERFA Report, and Draft FOST were provided to those agencies for review and comment. Navy responses to EPA and EQB review comments on the draft version of this FOST are provided in Exhibit H. The ECP Report was made available for public review upon finalization. Copies of all transfer documentation will be made available to EPA and EQB representatives upon request after execution of the same.

**6.0 SUITABILITY DETERMINATION**

NOW THEREFORE, based on my review of the information contained in this FOST and in the ECP and CERFA Reports, I have determined that the Subject Property is presently suitable for deed transfer for unrestricted use.

1/24/08  
Date

  
JAMES E. ANDERSON  
Director  
BRAC Program Management Office Southeast  
North Charleston, South Carolina

## **Exhibit A**

## **References**

**FINDING OF SUITABILITY TO TRANSFER  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

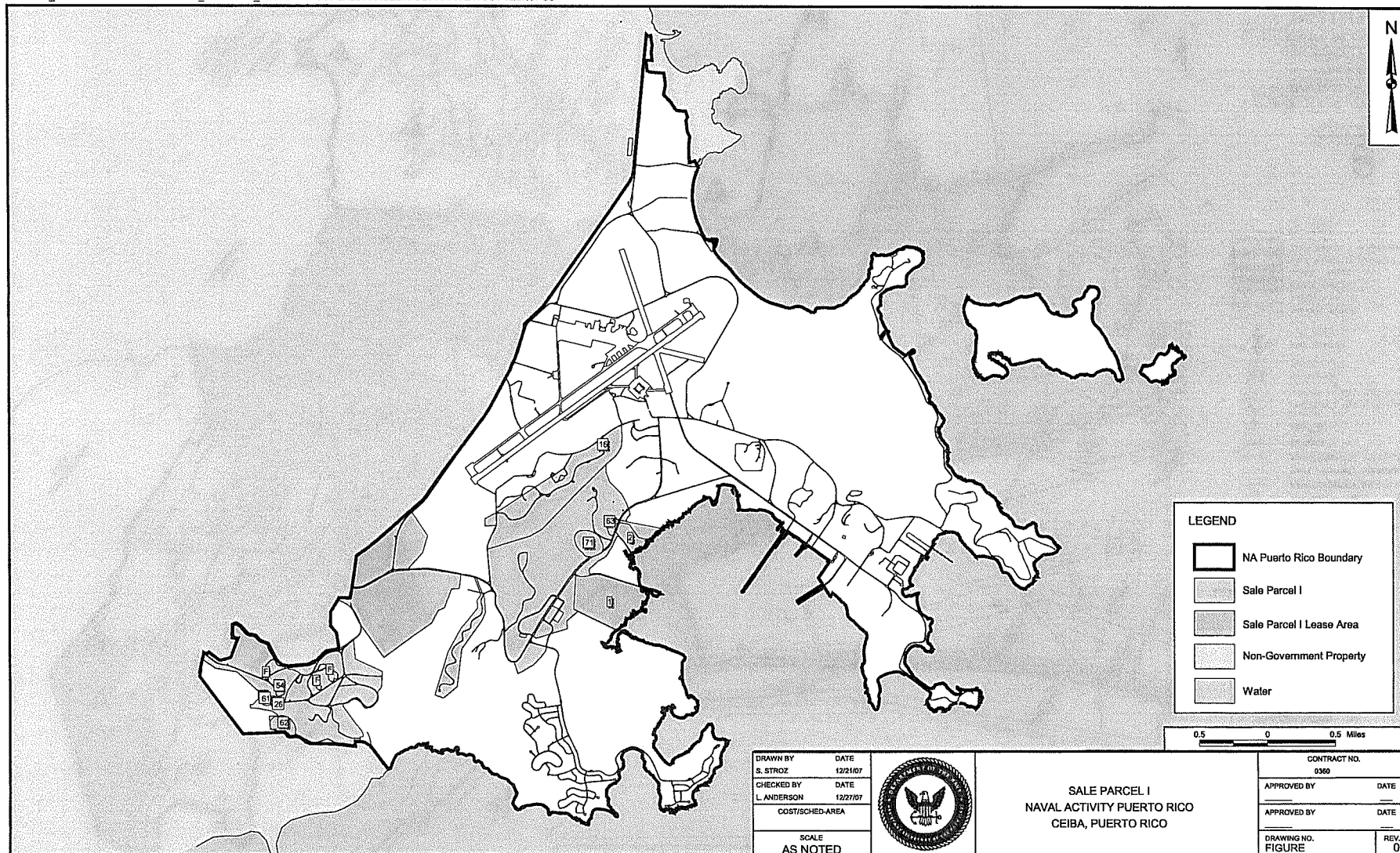
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**REFERENCES**

- Baker, 2005a. (Michael Baker Jr., Inc.) *Final Asbestos Inspection Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- Baker, 2005b. *Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- Baker, 2005c. *Final Lead-Base Paint Inspection/Risk Assessment Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico*. Moon Township, Pennsylvania. June 2005.
- Baker, 2007. *Final Phase I RCRA Facility Investigation Report SWMU 16, Naval Activity Puerto Rico*. Moon Township, Pennsylvania. November 2007.
- CBRE et al, 2004. (CB Richard Ellis Consulting, Cooper Robertson & Partners, Moffatt & Nichol, Puerto Rico Management & Economic Consultants, Inc.) *Naval Station Roosevelt Roads Reuse Plan*. December 2004.
- EPA, 2007. (U.S. Environmental Protection Agency) *RCRA § 7003 Administrative Order on Consent, In the Matter of United States, The Department of the Navy, Naval Activity Puerto Rico, formerly Naval Station Roosevelt Roads, Puerto Rico, EPA Docket No. RCRA-02-2007-7301*. January 2007.
- GMI, 2005. (Geo-Marine, Inc.) *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico*. Hampton, Virginia. September 2005.
- Navy, 2005. (Naval Facilities Engineering Command Atlantic) *Phase I/II Environmental Condition of Property Report, Former U.S. Naval Station Roosevelt Roads, Ceiba, Puerto Rico*. Norfolk, Virginia. July 15, 2005.
- Navy, 2006a. (Naval Facilities Engineering Command Atlantic). *Biological Assessment for the Disposal of Naval Station Roosevelt Roads/Naval Activity Puerto Rico Final Report*. Norfolk, Virginia. January 2006.
- Navy, 2006b. (Department of the Navy, Base Realignment and Closure Program Management Office Southeast) *CERFA Identification of Uncontaminated Property, Former Naval Station Roosevelt Roads, Puerto Rico*. North Charleston, South Carolina, April 27, 2006.
- USGS, 1993. (U.S. Geological Survey) *Open File Report 93-292-K, Preliminary Geologic Radon Potential Assessment of Puerto Rico*. 1993.

## **Exhibit B**

### **Vicinity Map and Sewer System Map**

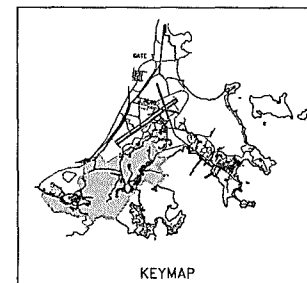


GATE 4  
(CLOSED)

GATE 3  
(CLOSED)

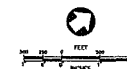
PROPOSED SALE PARCEL BOUNDARIES

SALES PARCEL	GROSS AREA (ACRES-APPROX.)	PBC/EDC/CONSERVATION AREA	AREA (ACRES-APPROX.)	PUBLIC FACILITIES TBD (PRIMARY ROAD, SEWER & WATER TREATMENT PLANT)	COAST GUARD, FEDERAL-DHS & DOD-ARMY SITE	NET SALEABLE AREA (ACRES-APPROX.)
I	2435.9	1, 4-5, 20, 23-24, 26, 51	852.6	55	30.3	1498.0



LEGEND

- PROJECT BOUNDARY
- SHORE LINE
- BUILDINGS
- ROADS
- DIRT OR GRAVEL ROADS
- RAILROAD
- AIRFIELD PAVEMENT
- NAVY PROPERTY BOUNDARY
- NAVY PROPERTY BOUNDARY w/ SECURITY FENCE
- FENCE LINE
- CULVERT
- ARCHAEO SITE
- LRA ZONES AND SUB-ZONES BOUNDARY
- SUBSTATION
- FIRE STATION
- SALABLE PARCEL
- OTHER PARCEL
- SALE PARCEL I BOUNDARY
- EX. SEWER



FORMER U.S. NAVAL STATION  
ROOSEVELT ROADS  
CEIBA, PUERTO RICO  
PROPOSED PARCELS  
W/ US NAVY PLANNING ZONES &  
INFRASTRUCTURE  
SALE PARCEL I  
EXISTING SEWER

HUNSAKER & ASSOCIATES  
LOS ANGELES, INC.  
PLANNING • ENGINEERING • SURVEYING  
10000 Wilshire Blvd., Suite 1000 • Los Angeles, CA 90024  
TEL: (818) 294-0000 FAX: (818) 294-0001

DATE: 10/04/01 REVISED: 01/05/02  
JOB NO. 001-001-001 SHEET 1 OF 1  
DRAWN BY: J. L. L. CHECKED BY: J. L. L.

## **Exhibit C**

### **Parcel Maps**

NOTE: The parcel maps in this exhibit are from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005).

The areas shown on these maps as having "Cleanup Remaining" correlate to Area of Concern (AOC) F and Solid Waste Management Units (SWMUs) 1, 2, 54, 61 (shown as ECP 7), 62 (shown as ECP 8) and 71 (shown as ECP 17), and are not included in the Subject Property.

ECP 9 in Parcel 25 is now known as SWMU 63. The boundaries of the ECP, SWMU and AOC areas shown on these maps are approximate and have changed since the draft parcel map report was produced, thus they do not match the boundaries shown on the vicinity map (Exhibit B), which are also approximate. Furthermore, since the draft parcel map report was published, the northern boundary of Sub-Parcel 27 has been shifted approximately 700 feet to the south.

The survey maps in Exhibit D provide the final boundaries for the Subject Property.



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 2**

**Common Name—Sale**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—1, 3, 4, 5**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

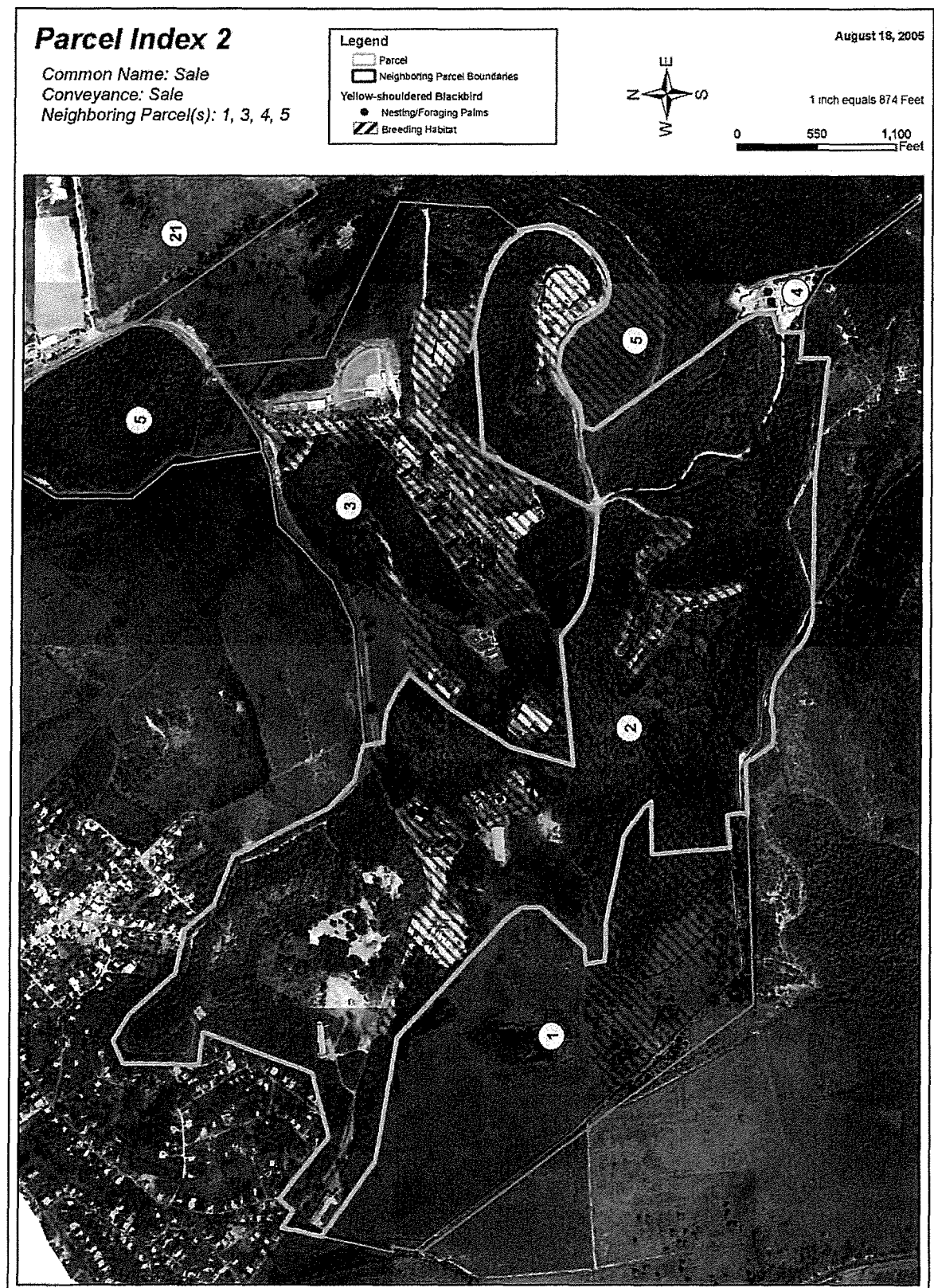
- No development is allowed in Parcel 1 and 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (1, 5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify the U.S. Fish and Wildlife Service (USFWS) if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>New Construction/Clearing</b>	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.






*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

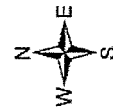


## Parcel Index 2

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 1, 3, 4, 5

### Legend

-  Parcel
-  Neighboring Parcel Boundary
- Cleanup Status
  -  Complete with Land Use Controls
  -  Complete
  -  Cleanup Remaining



August 18, 2005

1 inch equals 874 Feet

0 550 1,100 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 3**

**Common Name—Federal**  
**Conveyance—Fed**  
**Neighboring Parcel(s)—2,6**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- All applicable federal laws (e.g., Endangered Species Act, National Environmental Policy Act, and Clean Water Act) remain in effect.
- Consult with the U.S. Fish and Wildlife Service regarding any development plans.
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>New Construction/Clearing</b>	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.

**NOTICE:**






Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

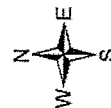
*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

**Parcel Index 3**

Common Name: Federal  
Conveyance: Fed  
Neighboring Parcel(s): 2, 6

**Legend**

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat



August 18, 2005

1 inch equals 696 Feet

0 462.5 925 Feet










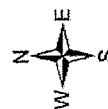
## Parcel Index 3

Common Name: Federal  
Conveyance: Fed  
Neighboring Parcel(s): 2, 5

### Legend

-  Parcel
-  Neighboring Parcel Boundaries
- Cleanup Status**
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2005



1 inch equals 696 Feet

0 450 900 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 17**

**Common Name—Sale**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—5, 16, 25**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Zone 5 and 16 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5, 16) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*










## **Parcel Index 17**

*Common Name: Sale*

*Conveyance: Sale*

*Neighboring Parcel(s): 5, 16, 25*

### **Legend**

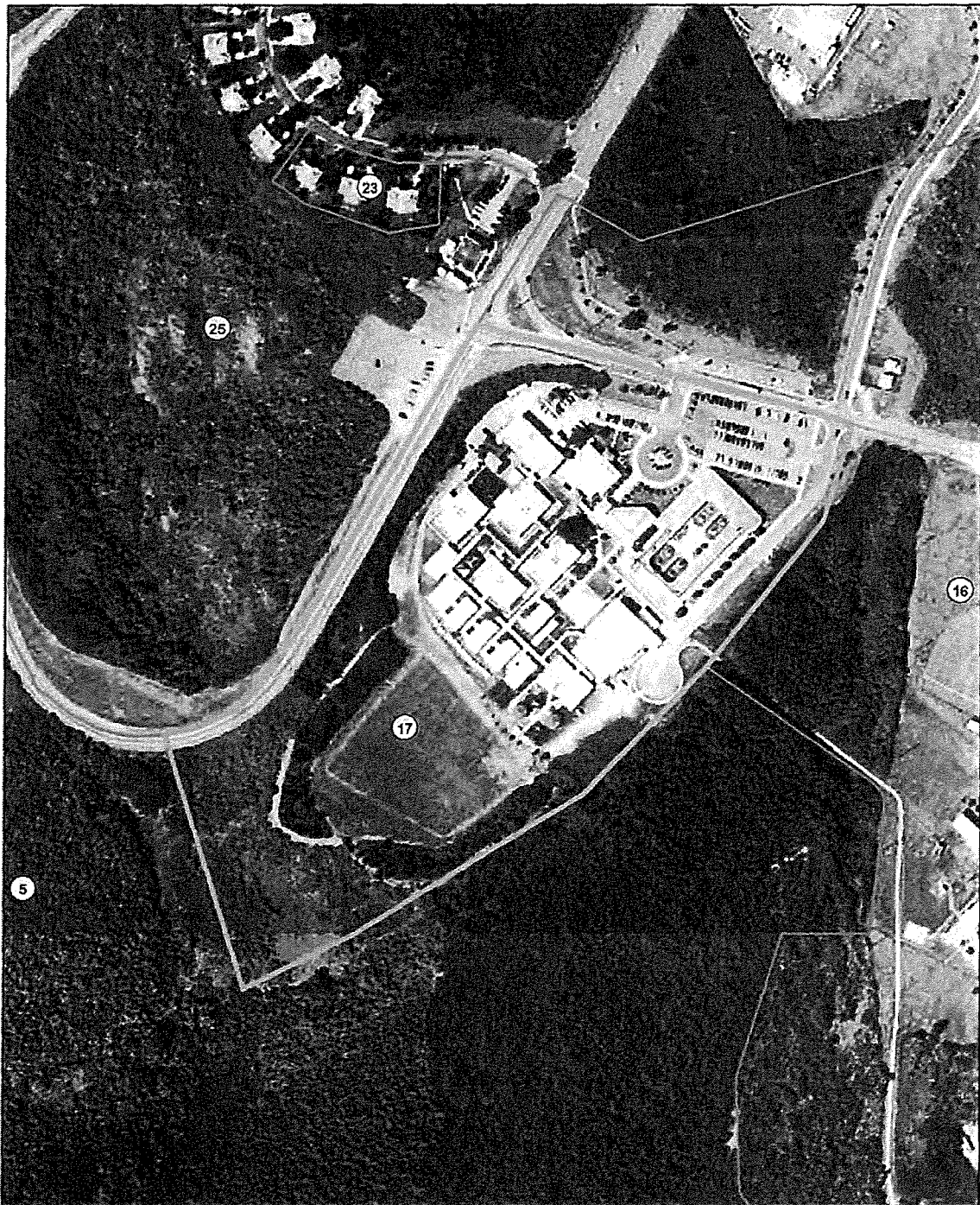
-  Parcel
-  Neighboring Parcel Boundaries
- Cleanup Status**
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2005



1 inch equals 258 Feet

0 200 400 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 19**

**Common Name—Sale**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—5, 20**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>New Construction/Clearing</b>	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**






Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

**Parcel Index 19**

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 20

**Legend**

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2005








1 inch equals 667 Feet

0 500 1,000 Feet



## Parcel Index 19

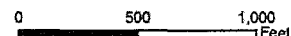
Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 20

Legend	
	Parcel
	Neighboring Parcel Boundaries
Cleanup Status	
	Complete with Land Use Controls
	Complete
	Cleanup Remaining

August 18, 2005



1 inch equals 667 Feet





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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 21**

**Common Name—Golf Course**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—5, 22**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

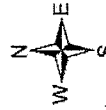
*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

**Parcel Index 21**

Common Name: Golf Course  
Conveyance: Sale  
Neighboring Parcel(s): 5, 22

**Legend**  
Parcel  
Neighboring Parcel Boundaries  
Yellow-shouldered Blackbird  
Nesting/Foraging Palms  
Breeding Habitat

August 18, 2005



1 inch equals 613 Feet






0 500 1,000 Feet

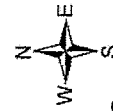


## Parcel Index 21

Common Name: Golf Course  
Conveyance: Sale  
Neighboring Parcel(s): 5, 22

August 18, 2005

Legend	
	Parcel
	Neighboring Parcel Boundaries
Cleanup Status	
	Complete with Land Use Controls
	Complete
	Cleanup Remaining



1 inch equals 613 Feet

0 500 1,000 Feet



*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 22**

**Common Name—Sale**  
**Conveyance—Sale**  
**Neighboring Parcel(s)—5, 21, 33**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**






Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.

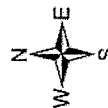
*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

**Parcel Index 22**

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 21, 33

**Legend**

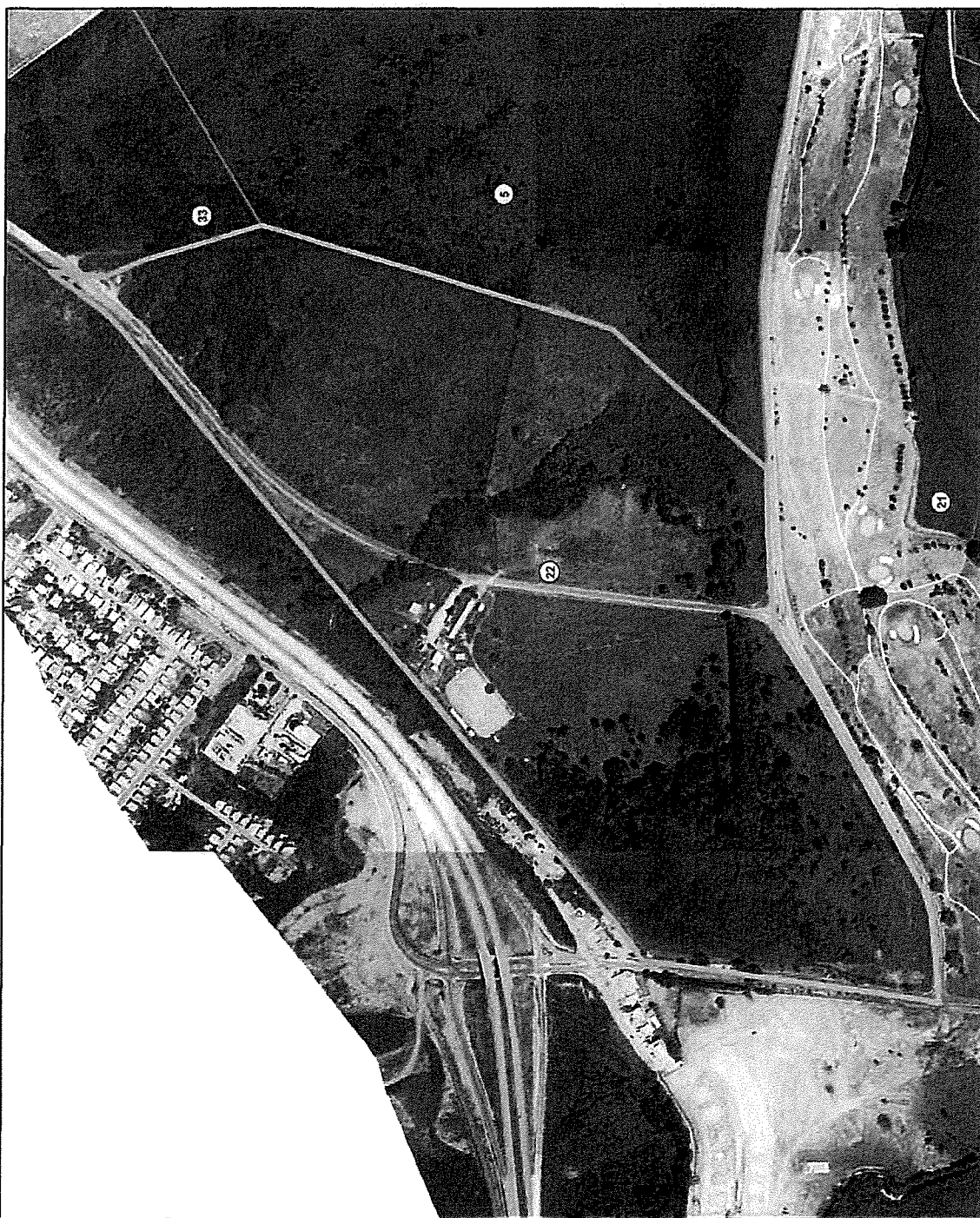
-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat



August 18, 2005

1 inch equals 576 Feet






0 375 750 Feet



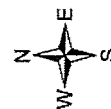
## Parcel Index 22

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 21, 33

### Legend

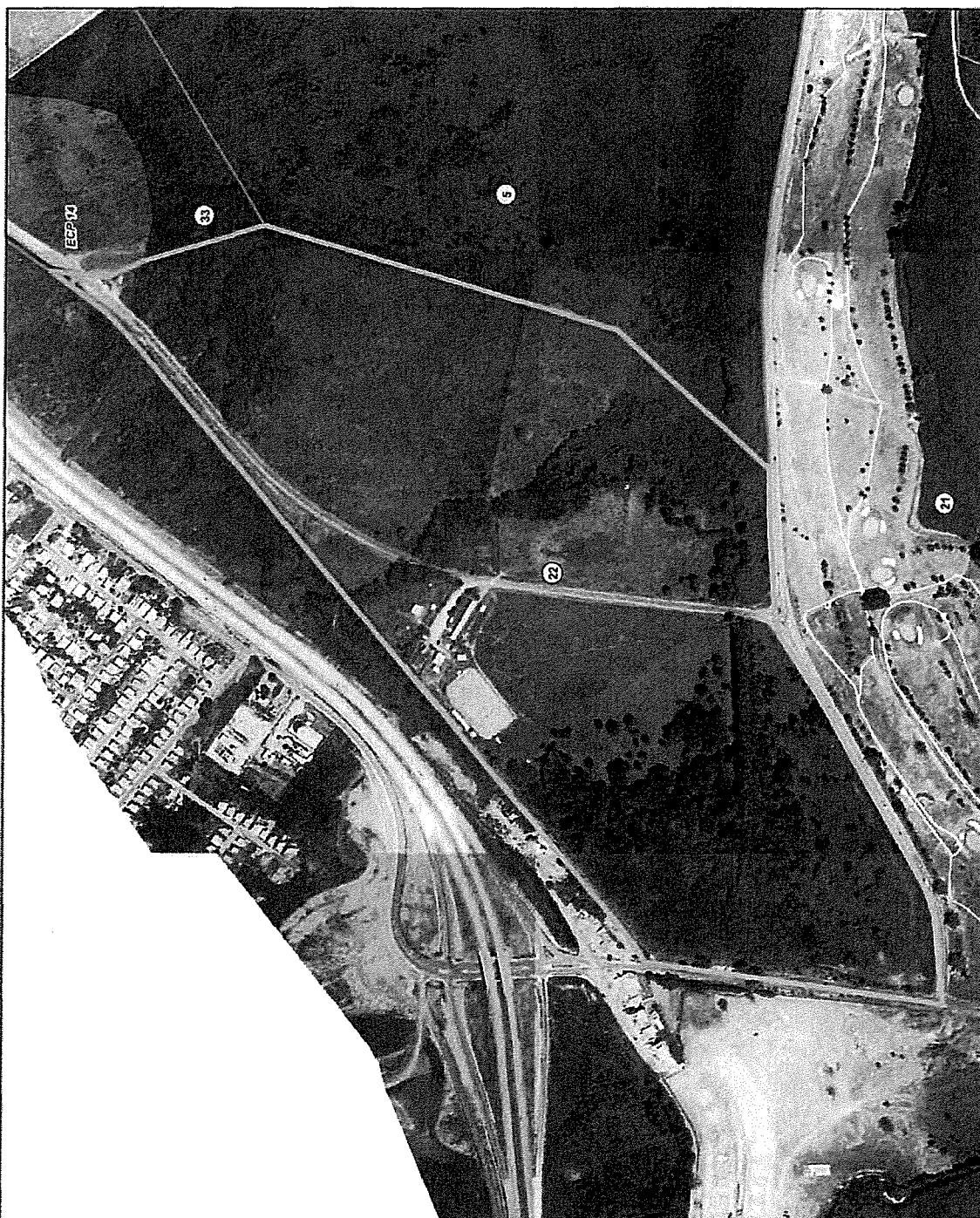
-  Parcel
-  Neighboring Parcel Boundary
- Cleanup Status**
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2005



1 inch equals 576 Feet

0 375 750 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 25**

**Common Name—Sale**

**Conveyance—Sale**

**Neighboring Parcel(s)—5, 13, 6-18, 20, 26-29**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 5, 13, 16, and 28 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (5, 13, 16, 28) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.



*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*






**Parcel Index 25**

Common Name: Sale

Conveyance: Sale

Neighboring Parcel(s): 5, 13, 16-18,  
20, 26-29

**Legend**

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2005



1 inch equals 1,078 Feet

0 750 1,500  
Feet









## Parcel Index 25

Common Name: Sale

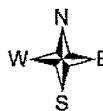
Conveyance: Sale

Neighboring Parcel(s): 5, 13, 16-18,  
20, 26-29

### Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Cleanup Status
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2005



1 inch equals 1,078 Feet

0 750 1,500 Feet



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**THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 27**

**Common Name—Sale**

**Conveyance—Sale**

**Neighboring Parcel(s)—5, 25, 29, 31, 33**

**Yellow-shouldered Blackbird**

**GENERAL REQUIREMENTS**

- No development is allowed in Parcel 5 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcel 5 should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the parcel boundary from March 15-August 30 (breeding season).
- Notify USFWS if a yellow-shouldered blackbird nest is found anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

<b>Activity</b>	<b>Conservation Measures</b>
<b>Development Planning</b>	Save as many existing on site palms and trees as possible in new development plans.
<b>Demolition/Remodeling</b>	Schedule activity from September 1 through March 14 or conduct outdoor survey of building(s) (ledges, etc.) and nearby trees (within 50 m of the building) for yellow-shouldered blackbird nests prior to start date if the development activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>Grounds Maintenance</b>	No trimming or cutting of palms and trees between March 15 and August 30 except in an emergency (i.e., downed trees and palms from storms).
<b>Building Maintenance</b>	Check for yellow-shouldered blackbird nests prior to any outdoor building maintenance activities between March 15 and August 30. Determine identity of any bird nest found. Notify and consult with USFWS if a yellow-shouldered blackbird nest is found.
<b>General Operations</b>	Before moving parked outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests (March 15-August 30). Notify USFWS if a yellow-shouldered blackbird nest is located.
<b>Property Sale/Lease</b>	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

**NOTICE:**

Consult with the U.S. Fish and Wildlife Service if you have any questions on the conservation measures. Property owners that cannot adhere to the conservation measures must consult with the U.S. Fish and Wildlife Service to seek a Section 10.0 permit for authorization to modify the identified critical habitat. Failure to comply with the identified conservation measures violates Section 9.0 and/or Section 10.0 of the Endangered Species Act. The U.S. Fish and Wildlife Service has the authority to prosecute violations under the Endangered Species Act.



*Parcel Map for the Disposal  
of Naval Activity Puerto Rico*

**Parcel Index 27**

Common Name: Sale

Conveyance: Sale

Neighboring Parcel(s): 5, 25, 29,  
31, 33

**Legend**

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2005



1 inch equals 960 Feet






0 650 1,300  
Feet





## Parcel Index 27

Common Name: Sale  
Conveyance: Sale  
Neighboring Parcel(s): 5, 25, 29,  
31, 33

Legend	
	Parcel
	Neighboring Parcel Boundaries
Cleanup Status	
	Complete with Land Use Controls
	Complete
	Cleanup Remaining

August 18, 2005



1 inch equals 960 Feet

0 650 1,300 Feet



**Exhibit D**  
**Survey Maps**

# **SURVEY NOTES:**

1. BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN 2006 AND 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAJA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIRGIN ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1997 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PID A09997), FAJARDO (PID A09934), HUMACAO 2 (PID A09946) AND MT BRITTON (PID A09935).
3. THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAT:  
 A) PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. NAVFAC DRAWING NO. 452229, DATED FEBRUARY 15, 2005.
4. PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY FLOWN FEBRUARY 1998.
5. NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.

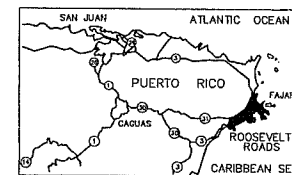
## **CERTIFICATION**

I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS FAITHFULLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE INVESTIGATIONS THAT HAD BEEN MADE BY ME.

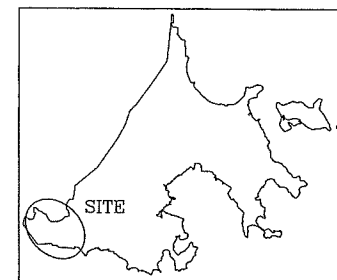
Date: 2/11/17

**LUIS BERRIOS MONTES**  
Surveyor License No. 8689

**LUIS BERRIOS MONTES**  
Registered Professional Engineer  
Lic. 6060  
F. R. Box 4427 Vega Baja, P. R.



**LOCATION MAP**  
NOT TO SCALE



**NAVAL ACTIVITY PUERTO RICO**  
NOT TO SCALE

## **LEGEND**

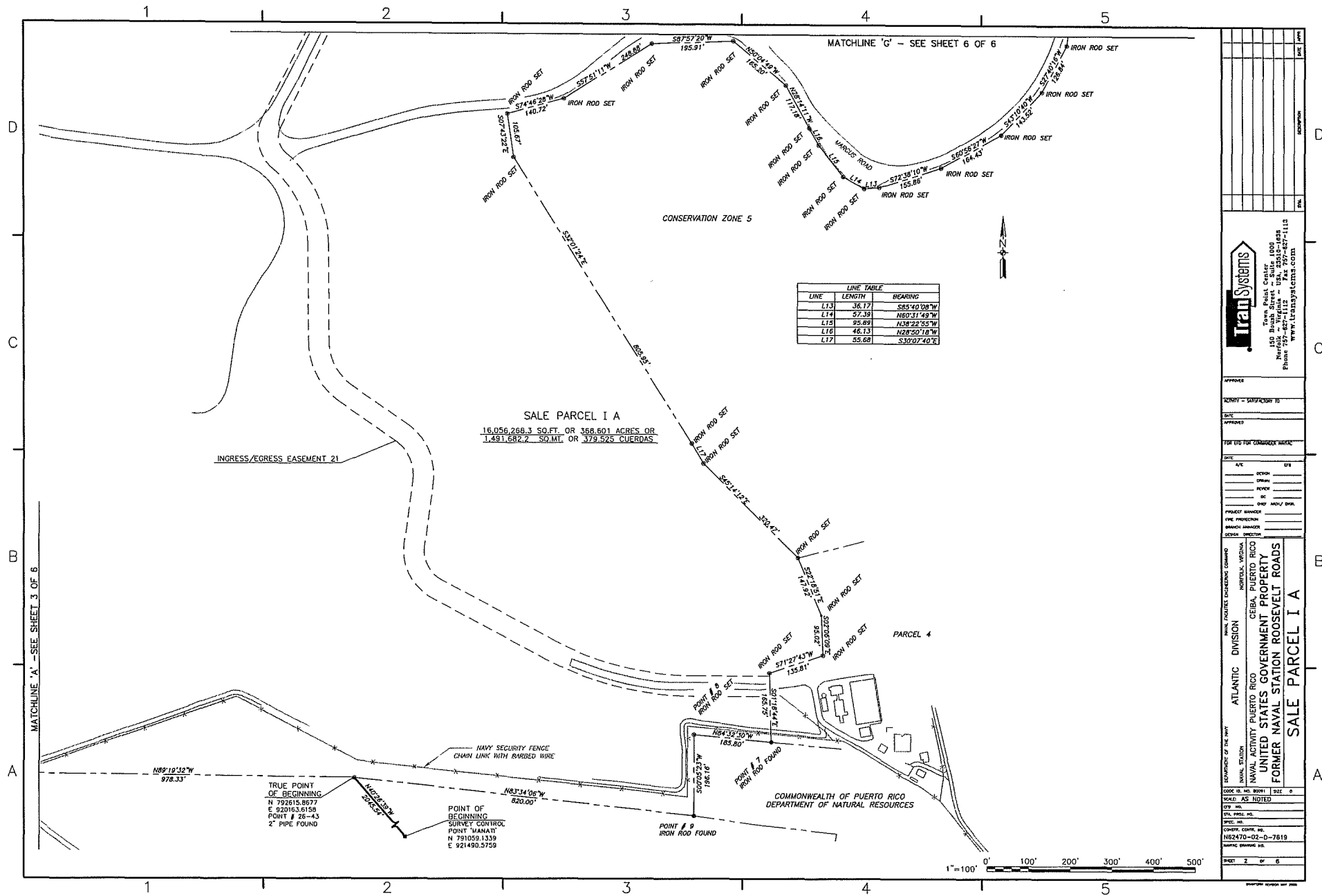
- CONCRETE MONUMENT FOUND
- IRON ROD SET
- PROPERTY LINE
- FENCE LINE

1"=100' 0' 100' 200' 300' 400' 500'

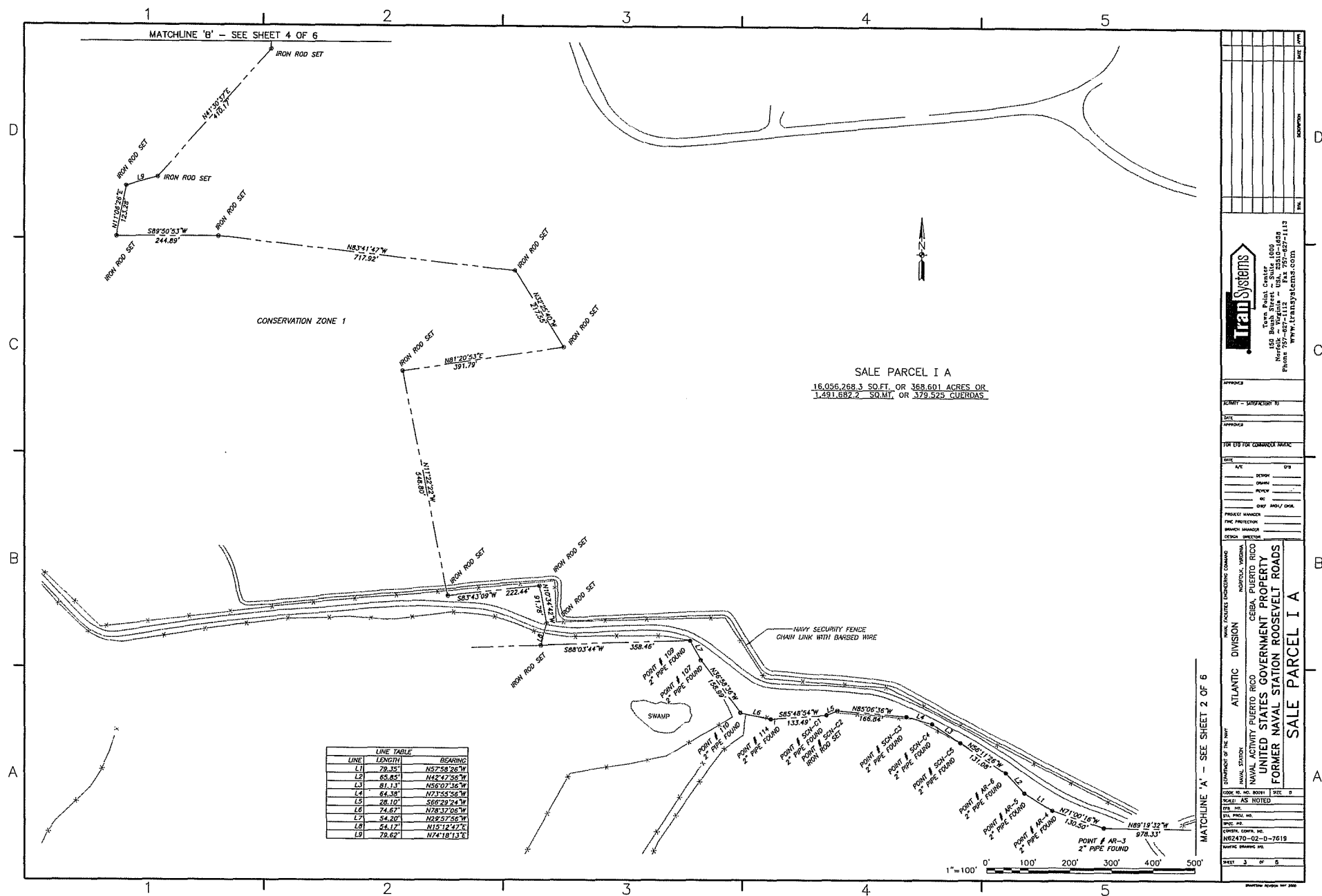
## **SALE PARCEL I A**

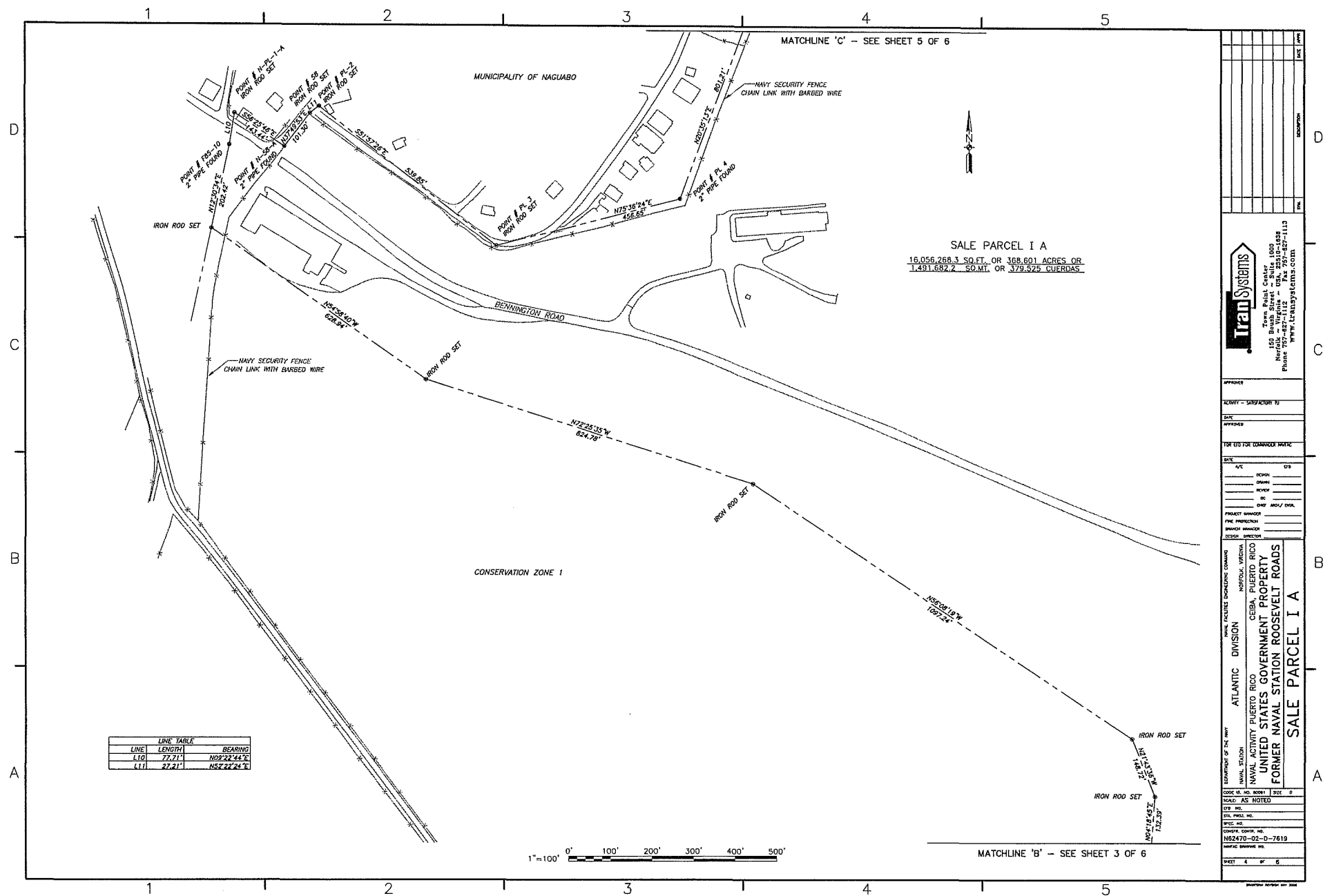
16,056,268.3 SQ.FT. OR 368.601 ACRES OR  
1,491,682.2 SQ.MT. OR 379,525 CUERDAS

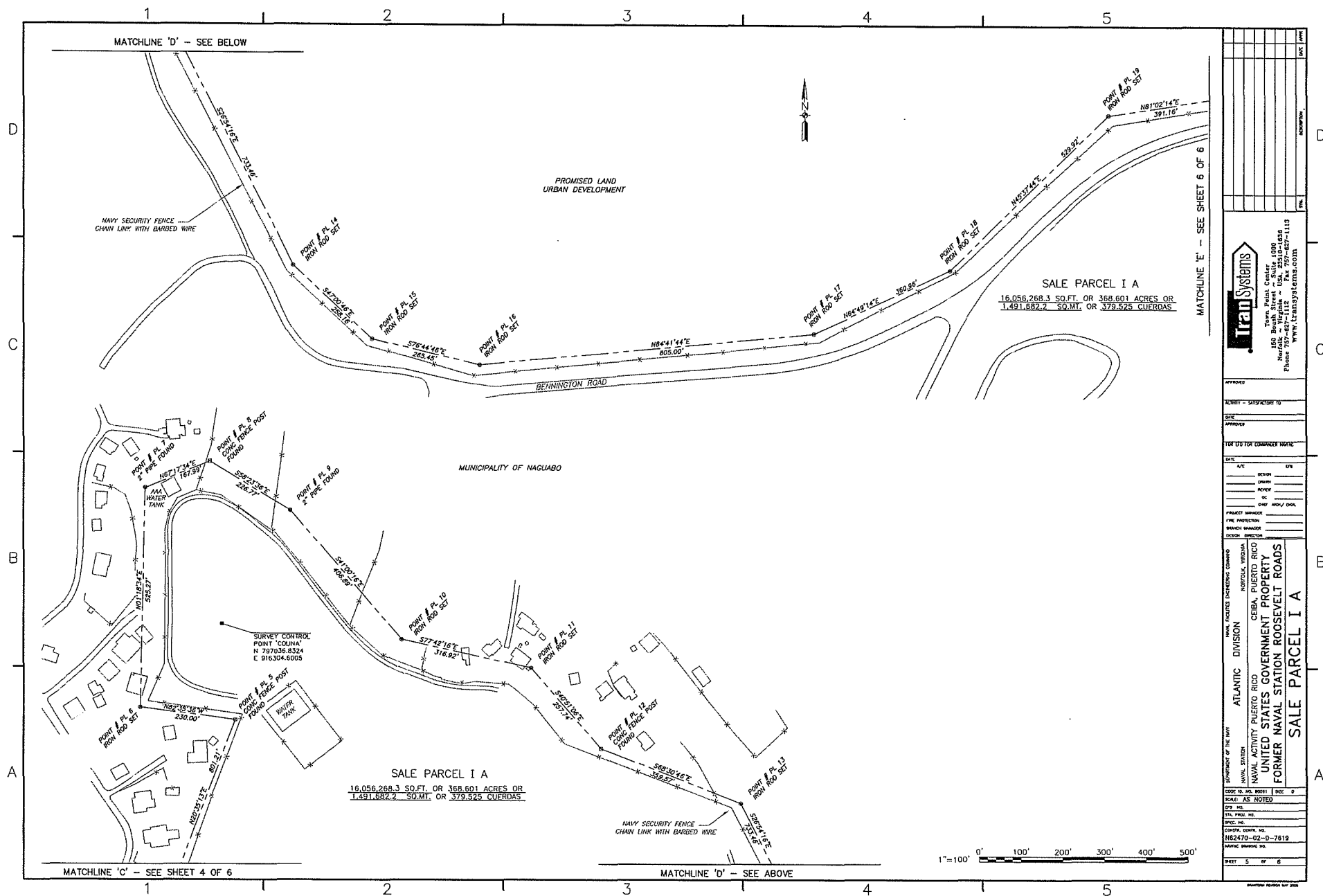
APPROVED	
AGENCY - SUBORDINATE TO	DATE
FOR THE DIRECTOR GENERAL	
SITE	DATE
DESIGN	DATE
PROJECT MANAGER	DATE
DESIGN MANAGER	DATE
<b>SALE PARCEL I A</b> CEIBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS NAVFAC DIVISION ATLANTIC DIVISION NAVY FACILITIES ENGINEERING COMMAND CONVENT OF THE NAVY NAVAL STATION CODE NO. 160101 SCALE AS NOTED SHEET NO. 1 OF 6 DATE: 162470-02-D-7619 NAVFAC DRAWING NO.	



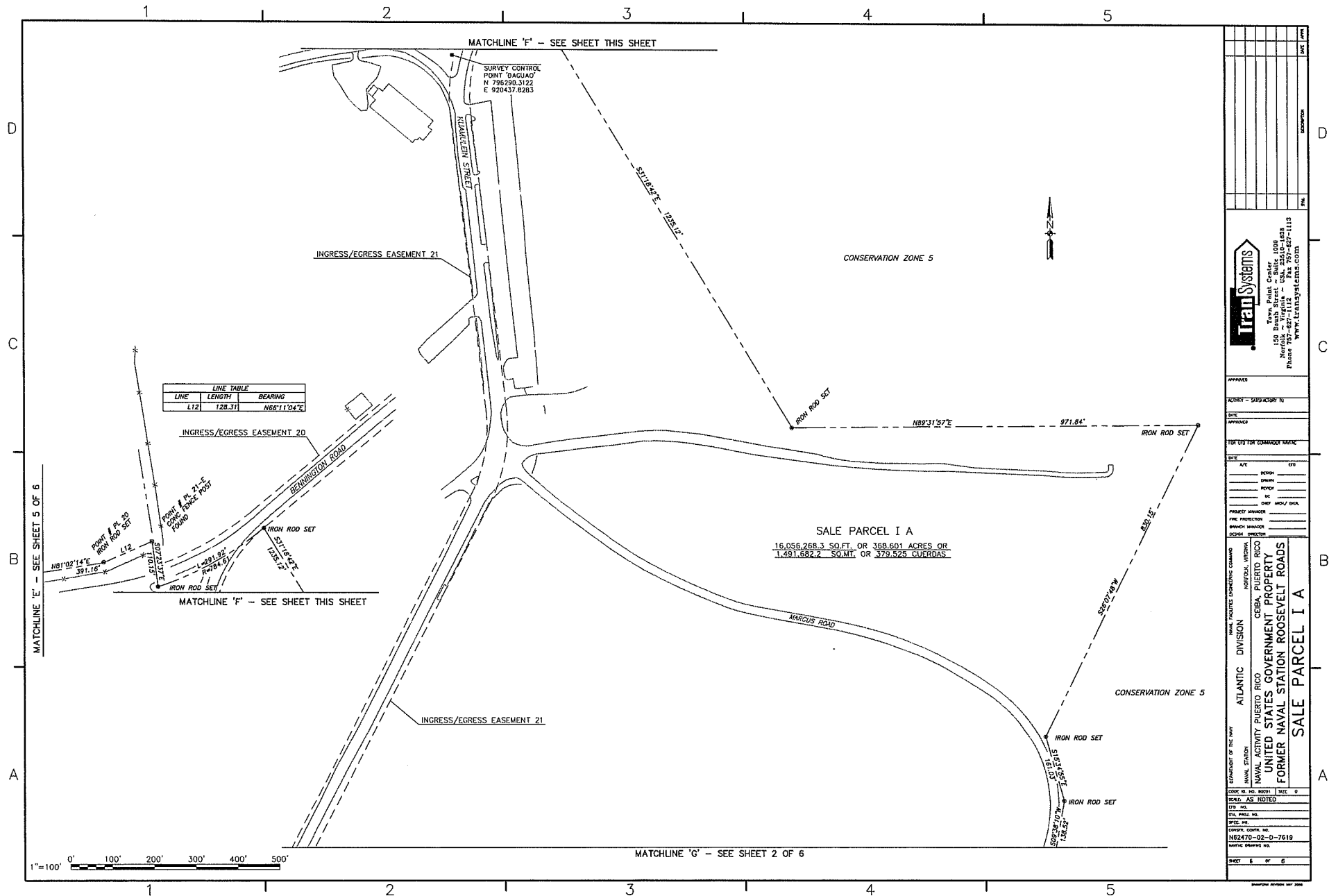
Town Point Center 150 South Street - Suite 100 New York, NY 10038 Phone 212-627-1112 Fax 212-627-1113 www.tranSystems.com	
<b>APPROVE</b> AUTHORITY - SATISFACTORY TO DATE APPROVED FOR USE FOR CONVEYANCE MATTER DATE A/C E/C DESIGN DRAWING REVIEW IN CHARGE PROJECT MANAGER FIELD PERSONNEL BRANCH MANAGER OTHER PERSONNEL	
DIVISION ATLANTIC	DIVISION CEIBA, PUERTO RICO NAVY STATION UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS <b>SALE PARCEL I A</b>
CODE IS: NO. 8091 SCALE: AS NOTED DATE: 10/10/01 SPEC: 100 CONVEYANCE NO. 102470-02-D-7619 MAPS: 100000000	SHEET 2 OF 6 DRAWN BY: J. M.







Tera Rios & Co., Inc. 150 South Street - Suite 1000 Virginia - USA, 23062-1115 Phone: 804-646-1115 www.iran-systems.com	
APPROVED SUBJECT - SATISFACTORY TO DATE APPROVED FOR USE FOR CONSTRUCTION	DATE A/E SECTION DRAWN REVISION NO. PROJECT NUMBER FIRE PROTECTION BRANCH MANAGER DESIGN MANAGER
ATLANTIC DIVISION NAVY ACTIVITY PUERTO RICO CEIBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL I A	
SHEET 5 OF 6	



Trans Systems Town Point Center 100 Beach Street, Suite 100 North Fort Myers, FL 33901 Phone 732-627-1112 Fax 732-627-1113 www.transystems.com	
<b>APPROPRIATE</b> DESIGN - SURVEYOR TO DATE APPROVED DATE FOR USE FOR CONSTRUCTION	
DATE A/E DESIGN DRAWN CHECKED IN CHARGE PROJECT MANAGER BRANCH MANAGER SPECIALIST	DATE A/E DESIGN DRAWN CHECKED IN CHARGE PROJECT MANAGER BRANCH MANAGER SPECIALIST
DIVISION ATLANTIC NAVAL STATION NAVAL ACTIVITY CEIBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS <b>SALE PARCEL I A</b>	
CONSTRUCTION NO. 0 SCALE AS NOTED DATE CIVIL ENGINEER PROJECT NO. N62470-02-0-7619 SURVEYOR'S NO.	
SHEET 6 OF 6	



## **LEGAL DESCRIPTION FOR SALE PARCEL I A**

Beginning at a survey control point in the Ward of Dagua, said point being a brass disk set in concrete. Said point also known as 'MANATI' and having a northing of 791059.1339 and an easting of 921490.5759 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL I A". Thence N40°26'39"W 2045.54' to point # 26-43 a 2" pipe found, the True Point of Beginning, having a northing of 792,615.8677 and an easting of 920,163.6158:

Thence N89°19'32"W 978.33' to point # AR-3 a 2" pipe found;  
Thence N71°00'16"W 130.50' to point # AR-4 a 2" pipe found;  
Thence N57°58'26"W 79.35' to point # AR-5 a 2" pipe found;  
Thence N42°47'56"W 65.85' to point # AR-6 a 2" pipe found;  
Thence N56°11'26"W 131.08' to point # SCN-C5 a 2" pipe found;  
Thence N56°07'36"W 81.13' to point # SCN-C4 a 2" pipe found;  
Thence N73°55'56"W 64.38' to point # SCN-C3 a 2" pipe found;  
Thence N85°06'36"W 166.84' to point # SCN-C2 an iron rod set;  
Thence S66°29'24"W 28.10' to point # SCN-C1 a 2" pipe found;  
Thence S85°48'54"W 133.49' to point # 114 a 2" pipe found;  
Thence N78°37'06"W 74.67' to point # 110 a 2" pipe found;  
Thence N36°58'36"W 158.99' to point # 107 a 2" pipe found;  
Thence N29°57'56"W 54.20' to point # 109 a 2" pipe found;  
Thence S88°03'44"W 358.46' to an iron rod set;  
Thence N15°12'47"E 54.17' to an iron rod set;  
Thence N10°34'42"W 91.78' to an iron rod set;  
Thence S83°43'09"W 222.44' to an iron rod set;  
Thence N11°22'22"W 548.80' to an iron rod set;  
Thence N81°20'53"E 391.79' to an iron rod set;  
Thence N32°25'40"W 217.55' to an iron rod set;  
Thence N83°41'47"W 717.92' to an iron rod set;  
Thence S89°50'53"W 244.89' to an iron rod set;  
Thence N11°06'26"E 123.28' to an iron rod set;  
Thence N74°18'13"E 79.62' to an iron rod set;  
Thence N41°30'37"E 410.17' to an iron rod set;  
Thence N04°18'45"E 132.39' to an iron rod set;  
Thence N21°43'36"W 148.72' to an iron rod set;  
Thence N56°08'19"W 1097.24' to an iron rod set;  
Thence N72°25'35"W 824.78' to an iron rod set;  
Thence N54°58'40"W 628.94' to an iron rod set;  
Thence N12°30'34"E 202.42' to point # F85-10 a 2" pipe found;  
Thence N09°22'44"E 77.71' to point # N-PL-1-A an iron rod set;  
Thence S56°25'46"E 143.44' to point # N-58-A a 2" pipe found;  
Thence N37°49'53"E 101.30' to point # 58 an iron rod set;  
Thence N52°22'24"E 27.21' to point # PL-2 an iron rod set;  
Thence S51°57'26"E 539.85' to point # PL-3 an iron rod set;  
Thence N75°36'24"E 456.65' to point # PL-4 a 2" pipe found;  
Thence N20°35'13"E 801.21' to point # PL-5 an 8" concrete fence post found;  
Thence N82°35'36"W 230.00' to point # PL-6 an iron rod set;  
Thence N01°18'34"E 525.27' to point # PL-7 a 2" pipe found;  
Thence N67°17'34"E 167.99' to point # PL-8 a 8" concrete fence post found;  
Thence S58°23'36"E 226.77' to point # PL-9 a 2" pipe found;  
Thence S41°00'16"E 406.89' to point # PL-10 an iron rod set;  
Thence S77°42'16"E 316.92' to point # PL-11 an iron rod set;  
Thence S40°51'06"E 257.74' to point # PL-12 a 8" concrete fence post found;  
Thence S68°30'46"E 359.57' to point # PL-13 an iron rod set;  
Thence S26°54'16"E 733.46' to point # PL-14 an iron rod set;

Thence S47°00'46"E 258.16' to point # PL-15 an iron rod set;  
Thence S76°44'46"E 265.45' to point # PL-16 an iron rod set;  
Thence N84°41'44"E 805.00' to point # PL 17 an iron rod set;  
Thence N64°49'14"E 360.96' to point # PL 18 an iron rod set;  
Thence N45°37'44"E 529.92' to point # PL 19 an iron rod set;  
Thence N81°02'14"E 391.16' to point # PL 20 an iron rod set;  
Thence N66°11'04"E 128.31' to point # PL 21-E a 8" concrete fence post found;  
Thence S07°23'37"E 110.15' to an iron rod set;  
Thence following a curve to an iron rod set with a long chord of 290.24', chord bearing of N60°50'32"E

Radius=784.61'

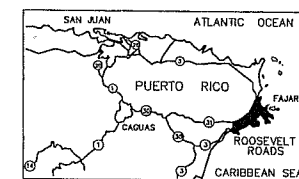
Arc=291.92'

Thence S31°18'42"E 1235.12' to an iron rod set;  
Thence N89°31'57"E 971.84' to an iron rod set;  
Thence S26°07'48"W 830.15' to an iron rod set;  
Thence S15°34'55"E 161.03' to an iron rod set;  
Thence S09°38'10"W 138.52' to an iron rod set;  
Thence S27°40'16"W 126.84' to an iron rod set;  
Thence S43°10'40"W 143.52' to an iron rod set;  
Thence S60°56'27"W 164.43' to an iron rod set;  
Thence S72°38'10"W 155.86' to an iron rod set;  
Thence S85°40'08"W 36.17' to an iron rod set;  
Thence N60°31'49"W 57.39' to an iron rod set;  
Thence N38°22'55"W 95.89' to an iron rod set;  
Thence N28°50'18"W 46.13' to an iron rod set;  
Thence N28°14'11"W 117.18' to an iron rod set;  
Thence N50°04'49"W 165.20' to an iron rod set;  
Thence S87°57'20"W 195.91' to an iron rod set;  
Thence S57°51'11"W 248.88' to an iron rod set;  
Thence S74°46'28"W 140.72' to an iron rod set;  
Thence S07°43'22"E 105.67' to an iron rod set;  
Thence S32°01'24"E 805.95' to an iron rod set;  
Thence S30°07'40"E 55.68' to an iron rod set;  
Thence S45°14'12"E 320.47' to an iron rod set;  
Thence S22°18'51"E 147.92' to an iron rod set;  
Thence S02°06'09"E 95.02' to an iron rod set;  
Thence S71°27'43"W 135.81' to an iron rod set;  
Thence S01°18'44"E 165.75' to an iron rod set;  
Thence N84°32'30"W 185.80' to point # 8 an iron rod set;  
Thence S00°05'23"W 196.16' to point # 9 an iron rod found;  
Thence N83°34'06"W 820.00' to point # 26-43 a 2" pipe found, the True Point of Beginning.

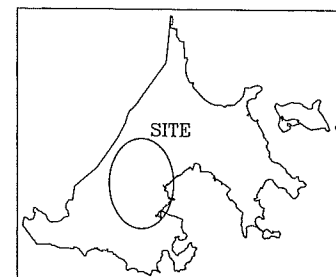
Said parcel containing 16,056,268.3 square feet or 368.601 acres, which equates to 1,491,682.2 square meters or 379.525 cuerdas.

Said parcel is subject to the following easement as shown on plat titled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 21" prepared by TranSystems Corporation and sealed by Luis Berrios Montes on XX, 2007.

1. BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN 2008 AND 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTEA AND ASSOCIATES OF VEGA BASA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE "IN" FEET AND REFER TO THE PUERTO RICO "HIGH/LAND STATE PLANE, COORDINATE SYSTEM, HAD 83 (1997 ADJUSTMENT), HORIZONTAL COORDINATES WERE OBTAINED USING A TRIMBLE 5700 GPS RECEIVER AND ARE REFERENCED TO NAD83. GEODETIC SURVEY MONUMENTS ANGEL (PD A09987), FAJARDO (PD A09834), HUMACAO 2 (PD A99848) AND MT BRITTON (PD A99835).
3. THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAT:
  - A) PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS  
ROADS  
RECREATION ESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTEA, NAD 83  
NAVJAG DRAWING NO. 4522829; DATED FEBRUARY 15, 2005.
  - B) PLANIMETRIC DATA AND SHORELINE PROVIDED BY HIGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY FLOWN FEBRUARY 1998.
4. DUE TO THE SPECIALIZED USES OF THE SUBJECT PROPERTY, TERRESTRIAL-MARITIME REGULATIONS ARE APPLICABLE. AS A SINE QUA NON CONDITION, ALL FUTURE RECIPIENTS OF THIS SUBJECT PROPERTY BY SUBDIVISION, SHALL RECOGNIZE THE BOUNDARY OF THESE LANDS WITH REGARD TO THE TERRESTRIAL-MARITIME ZONE REGULATIONS, THE PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER PERSONS SHALL BE LIMITED TO THE BOUNDARY LINES SHOWN HEREON.
5. NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



LOCATION MAP  
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO  
NOT TO SCALE

SALE PARCEL I D  
AREA TO THE APPROXIMATE EDGE OF WATER  
34,113,952.4 SQ.FT. OR 783.149 ACRES OR  
3,169,302.7 SQ.MT. OR 806.357 CUERDAS



### CERTIFICATION

I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS FAITHFULLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE INVESTIGATIONS THAT HAD BEEN MADE BY ME.

Date : 31/12/07

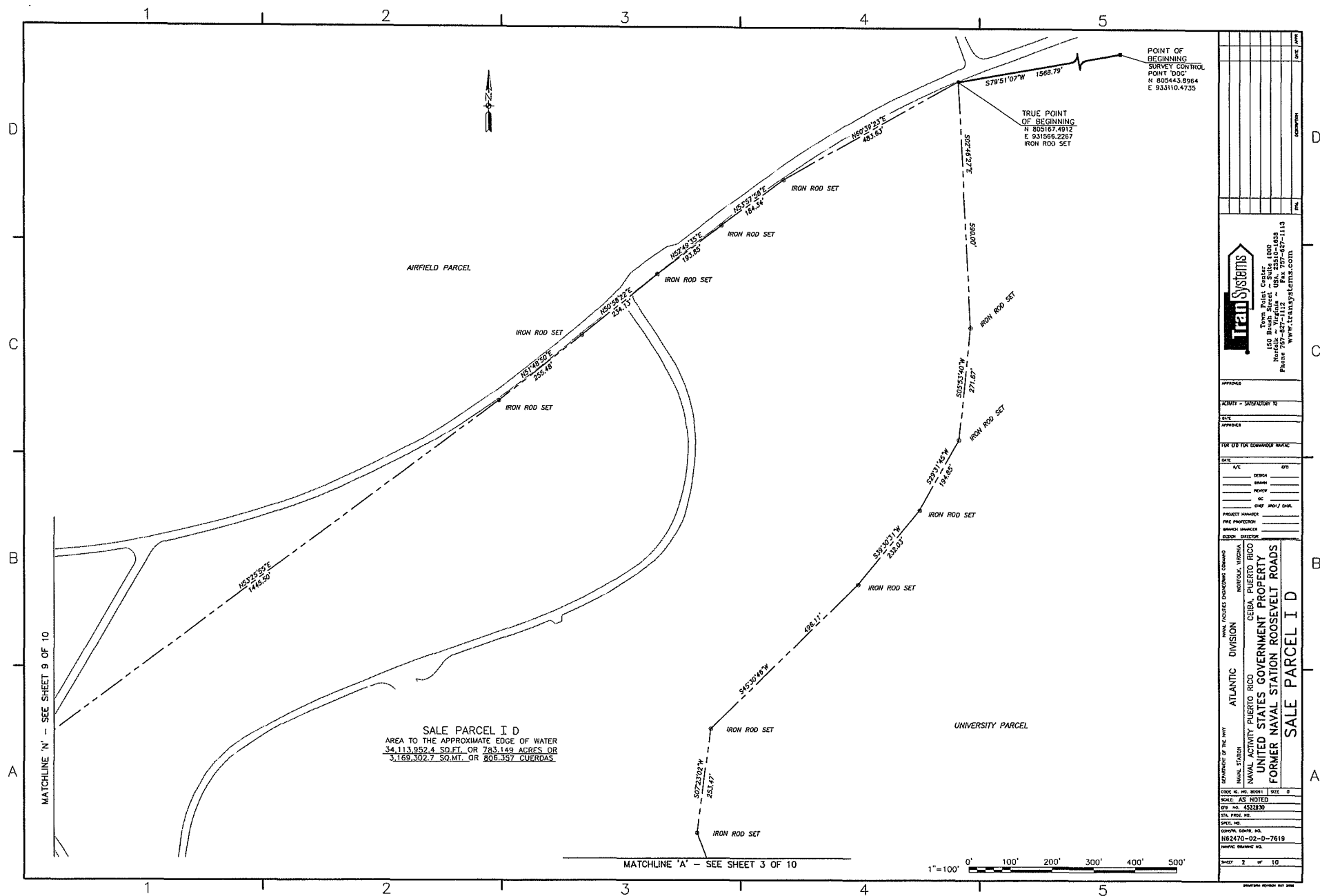
LUIS BERRIOS MONTES  
Surveyor License No. 8589

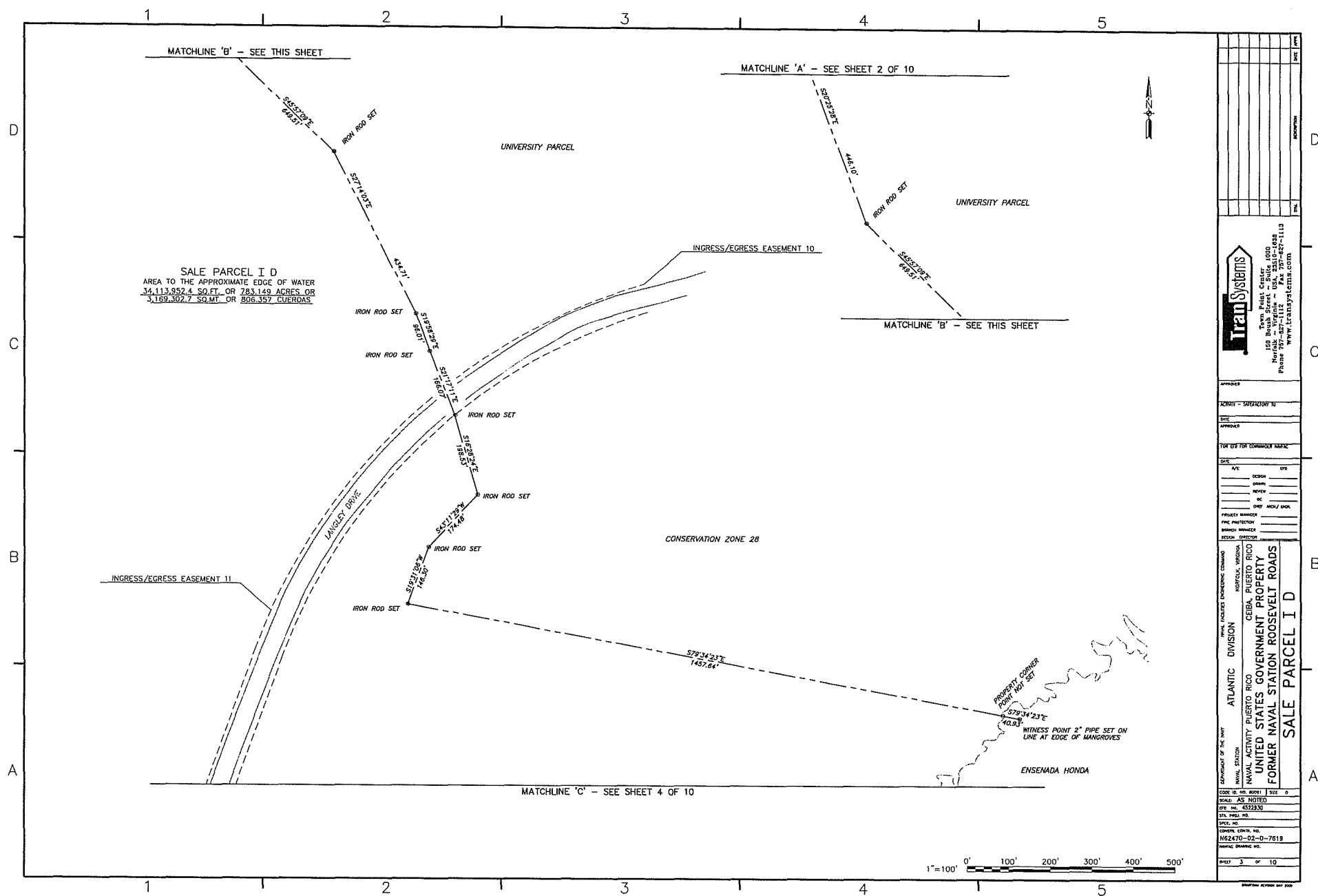
**LUIS BERRIOS MONTES**  
Agri-Master Lic. Num. 2609  
Sleeper Num. 758-8255 Valled 218  
Tel. Oficina (787) 785-9342  
P. O. Box 4487 Vega Baja, P. R.

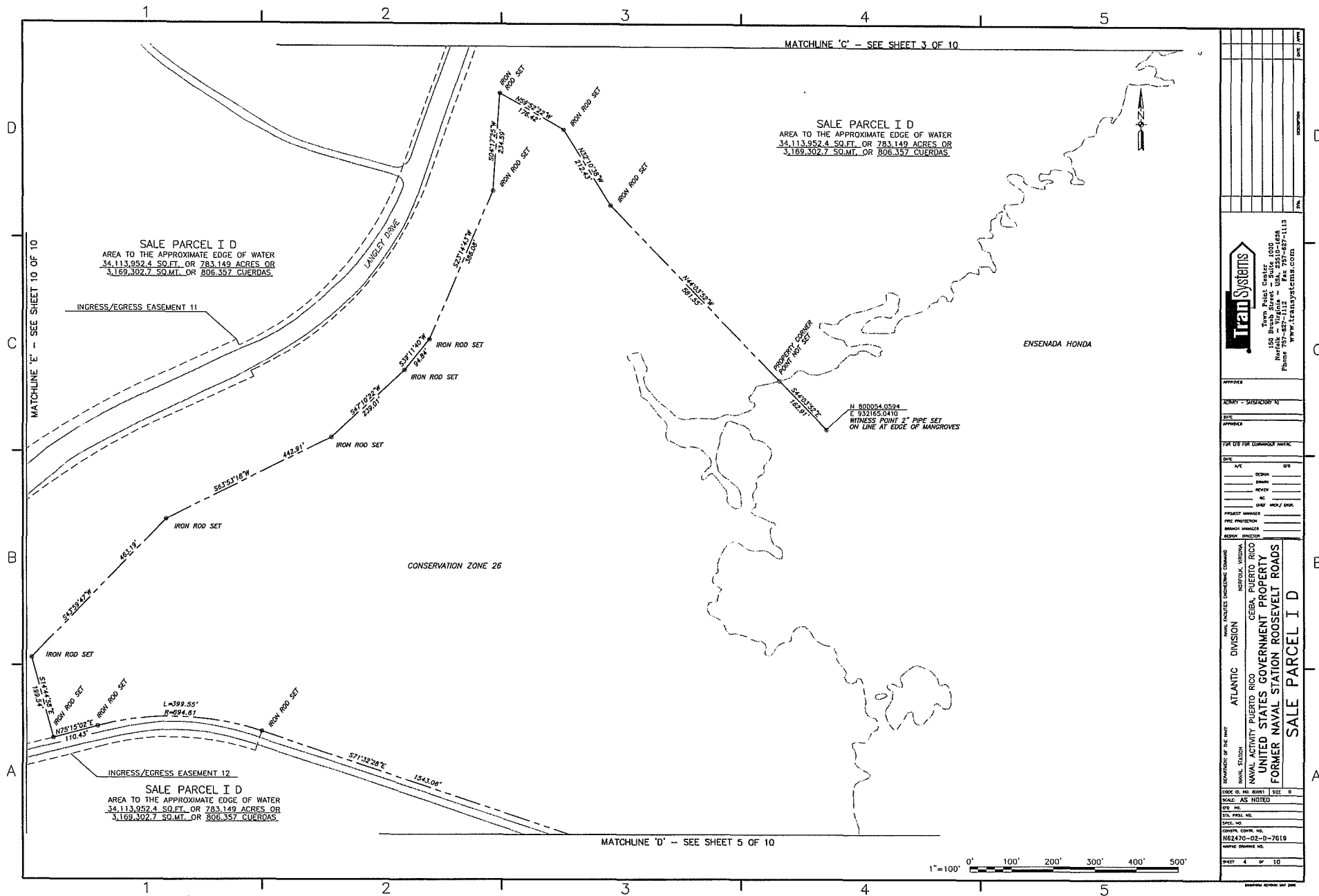
1995 *WIS*

SALE PARCEL I D  
FORMER NAVAL STATION ROOSEVELT ROADS  
UNITED STATES GOVERNMENT PROPERTY  
NAVAL ACTIVITY PUERTO RICO  
CEIBA, PUERTO RICO  
ATLANTIC DIVISION  
NAVAL STATION  
HOFBUK, VIRGINIA  
DEPARTMENT OF THE ARMY  
MAIN FACILITIES ENGINEERING COMMAND

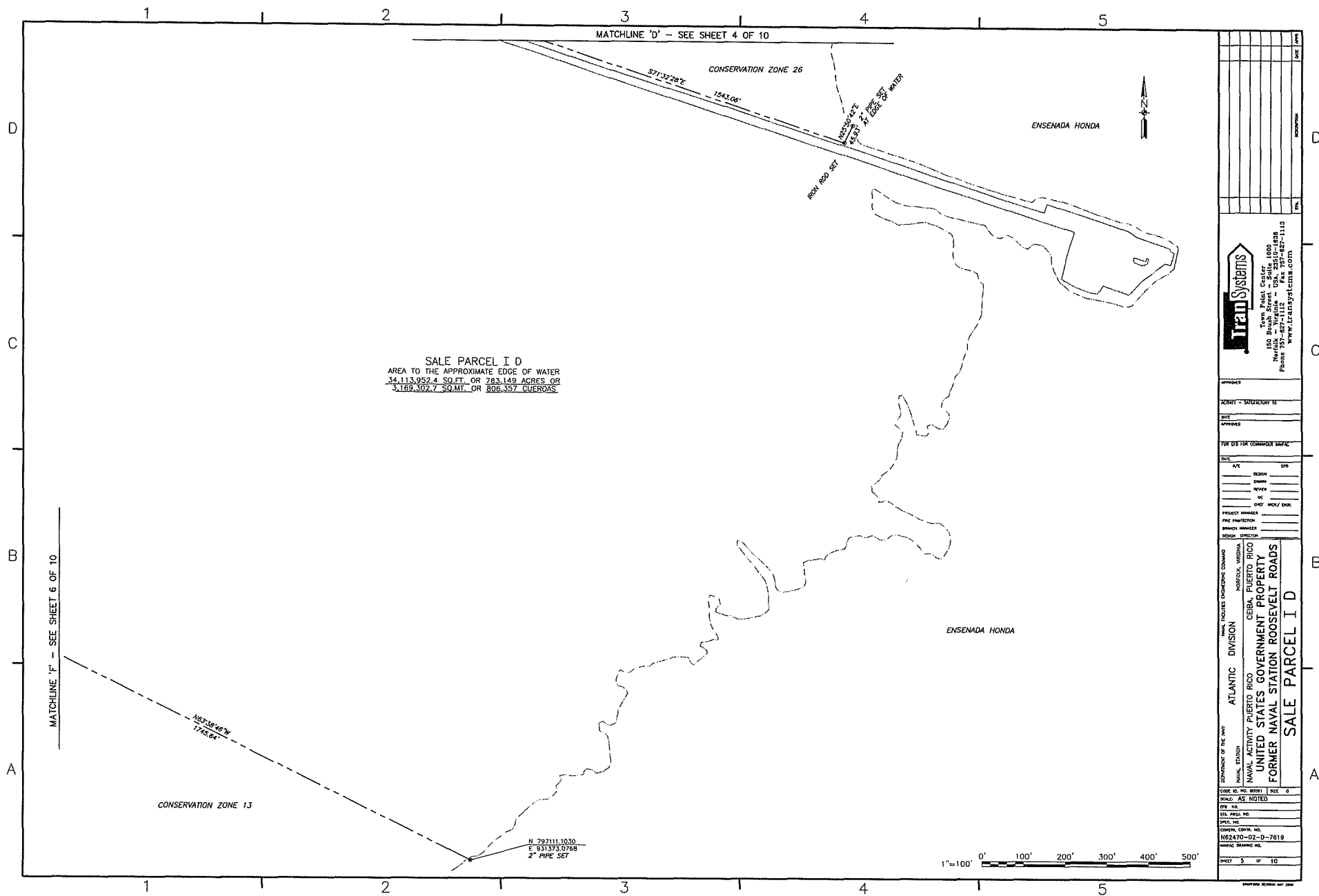
CODE NO. INQ. 00091	SIX D
SCALE: AS NOTED	
LTD. NO.	
STA. PROJ. NO.	
SPEC. NO.	
CONSTR. CONTR. NO.	
N62470-02-D-7619	
NOTICE DRAWING NO.	
SHEET 1	OF 10



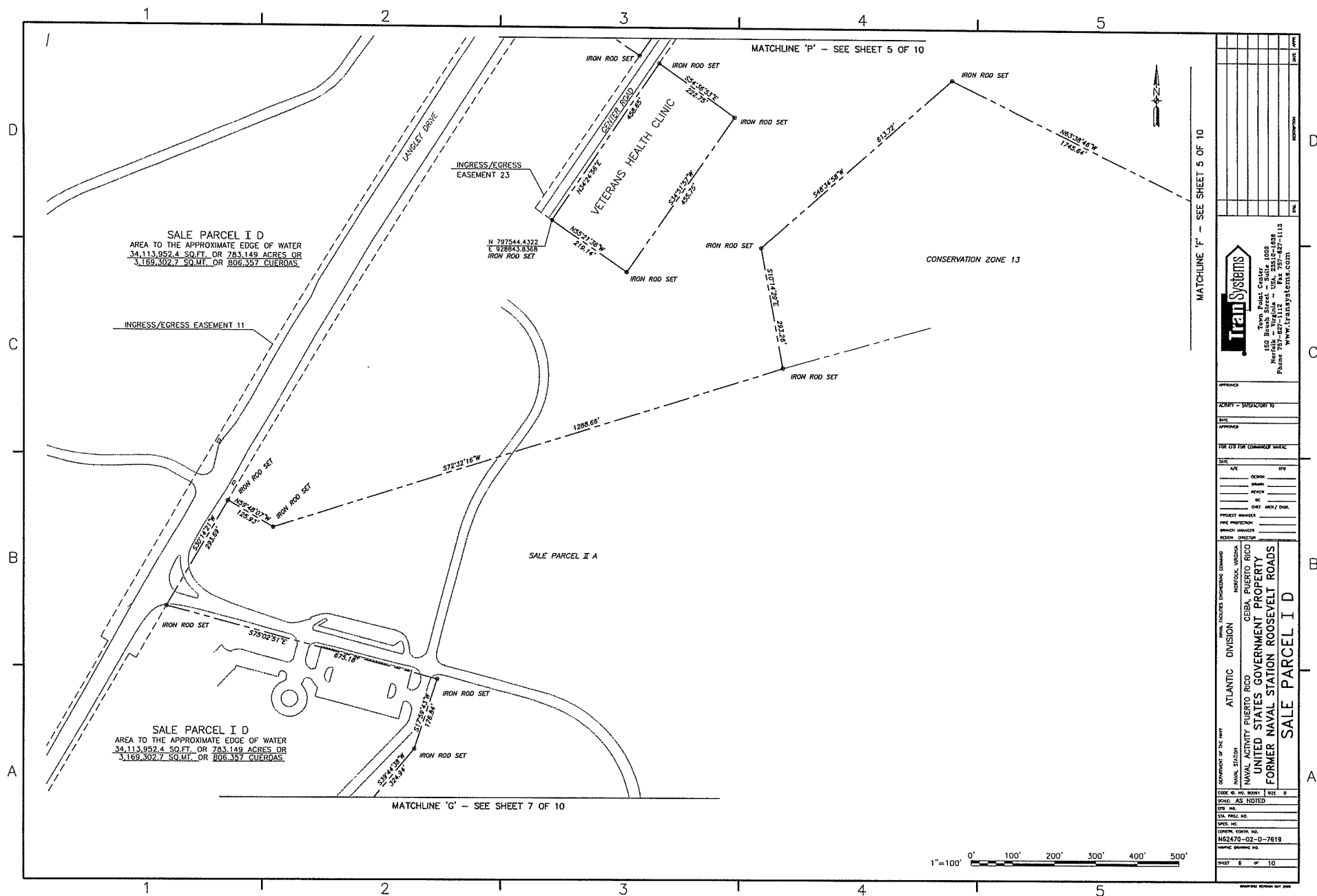




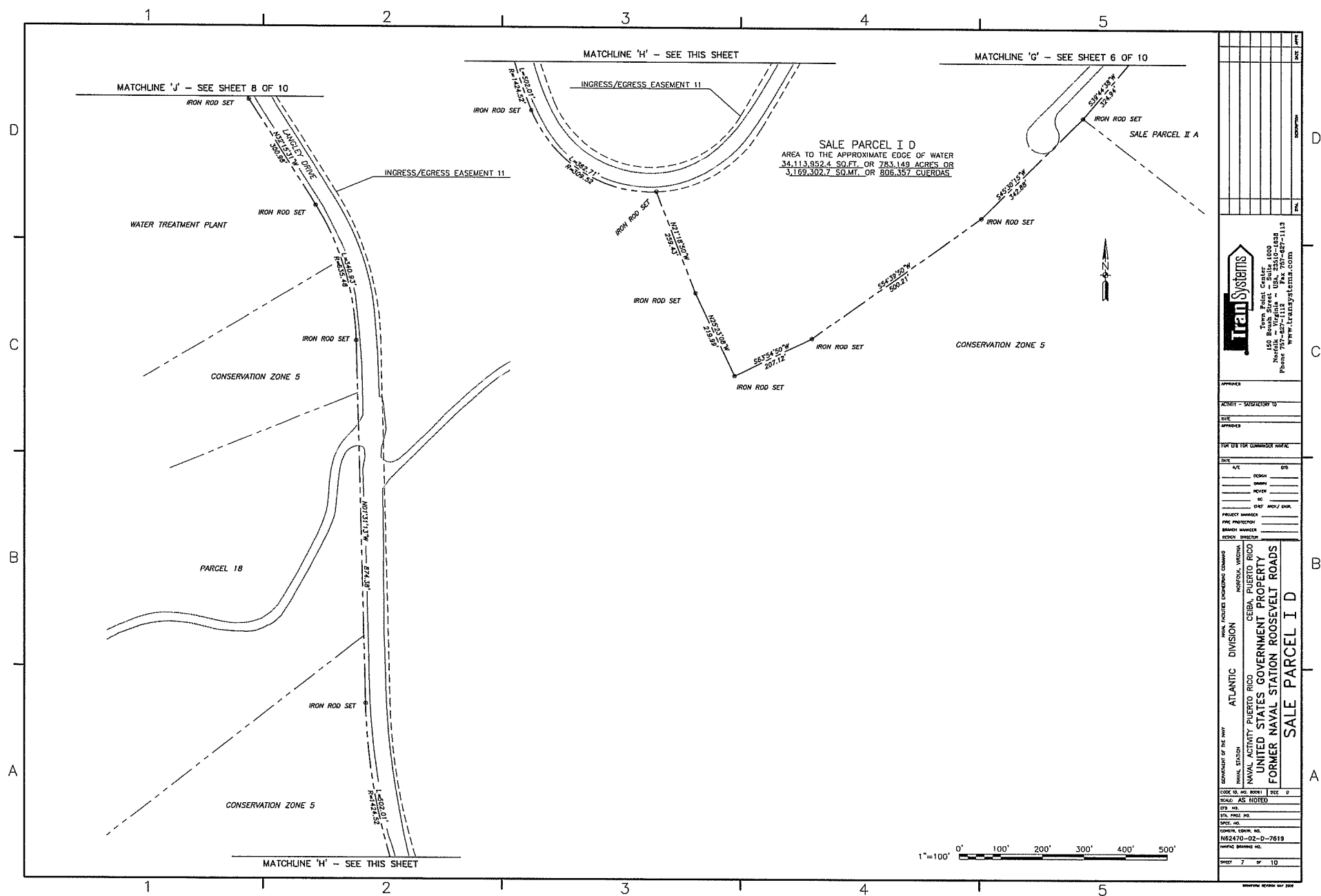
Town Point Center 50 Bush Street, Suite 1000 Norfolk, VA 23510-1113 Phone: 757-627-1113 Fax: 757-627-1113 www.transystems.com	
<b>APPROVED</b> ACTIVITY - SURVEYING IN DATE APPROVED FOR USE FOR EGRESS/EGRESS DATE A/E G/S DESIGN DRAWN REVIEW IN CHARGE CHECK PROJECT MANAGER FIELD PRODUCTION BRANCH MANAGER RECORD ENGINEER	
DIVISION ATLANTIC NAVAL STATION CEBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS <b>SALE PARCEL I D</b>	TITLE NO. 80054.0594 E 932165.0410 WITNESS POINT 2" PIPE SET ON LINE AT EDGE OF MANGROVES
CODE NO. 80054.0594 SCALE AS NOTED DATE STA. PARCEL NO. SHEET NO. COUNTY, COUNTRY NO. N62470-02-0-7619 MAP SHEET NO.	SHEET 4 OF 10 DRAWING NUMBER 80054.0594

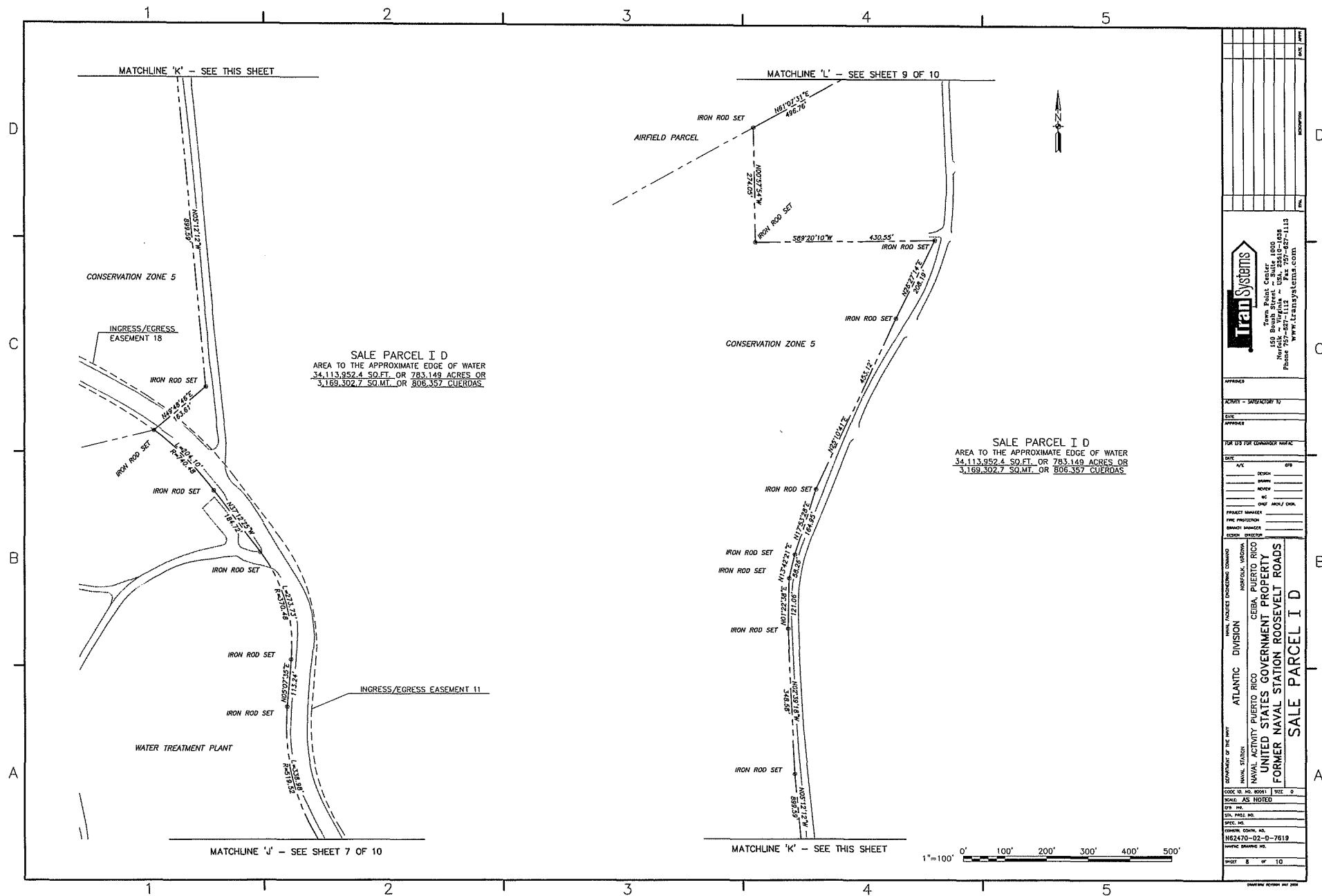


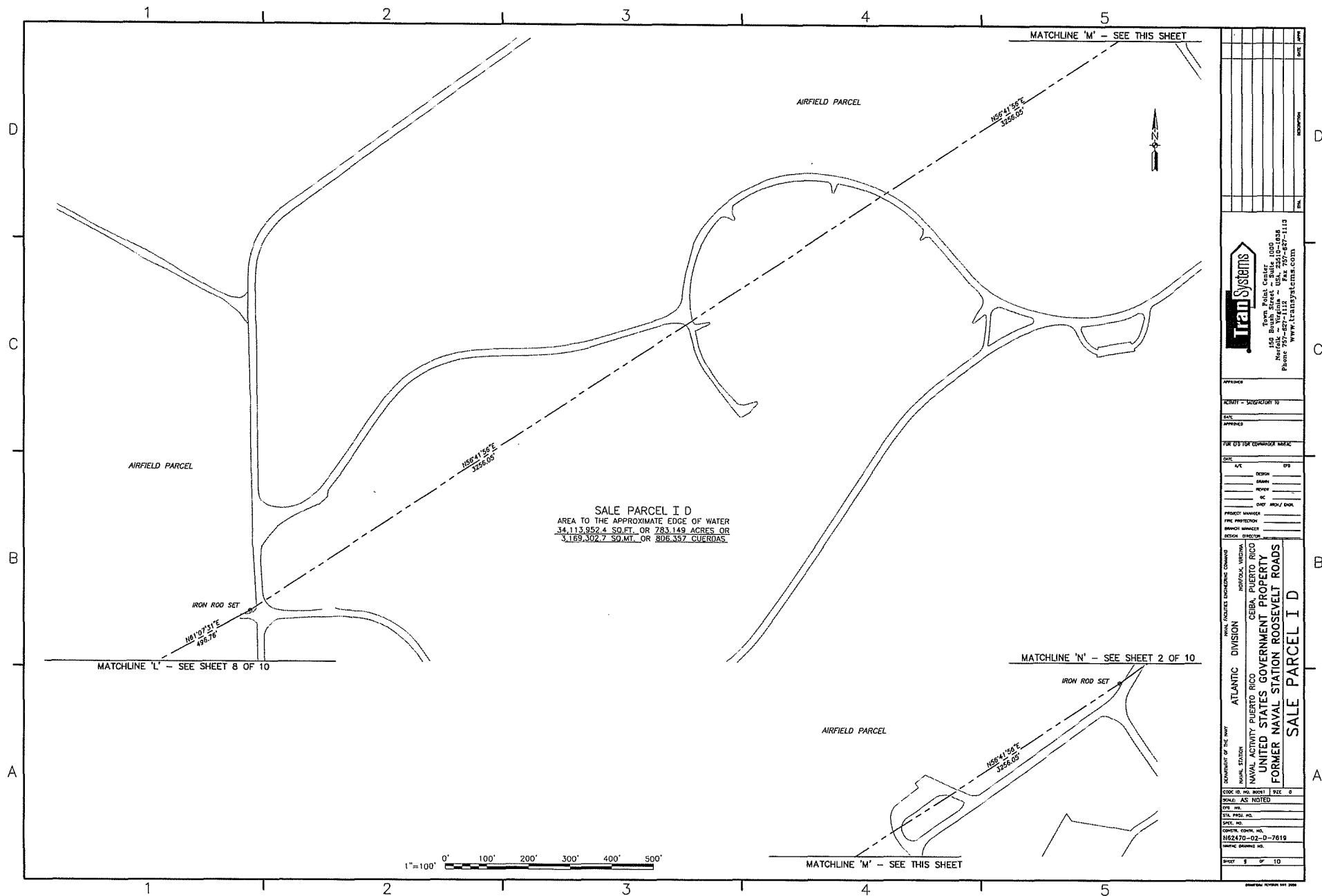
<p><b>Iran Systems</b>        Team Public Center        150 Bush Street - Suite 1000        New Orleans, Louisiana 70112        Phone: 504-581-1111 Fax: 504-581-1113        www.transystems.com</p>	
<b>APPROVED</b> AUTHORITY - SUBORDINATE TO DATE APPROVED FOR USE FOR CONVEYANCE MATERIAL DATE TYPE REGION DRAWN REVIEW NO UNIT MCH / DAY PROJECT NUMBER FIELD PROJECTION BRANCH MANAGER REGION DIRECTOR	
DEPARTMENT OF THE ARMY NAVAL STATION ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO CEIBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS <b>SALE PARCEL I D</b>	
CODE NO. NO. 0001 SEE 0 SCALE AS NOTED DATE STA. PRES. NO. DATE CORRECT. CONTR. NO. NO. 2470-02-D-7619 DRAWING NO.	
SHEET 5 OF 10	





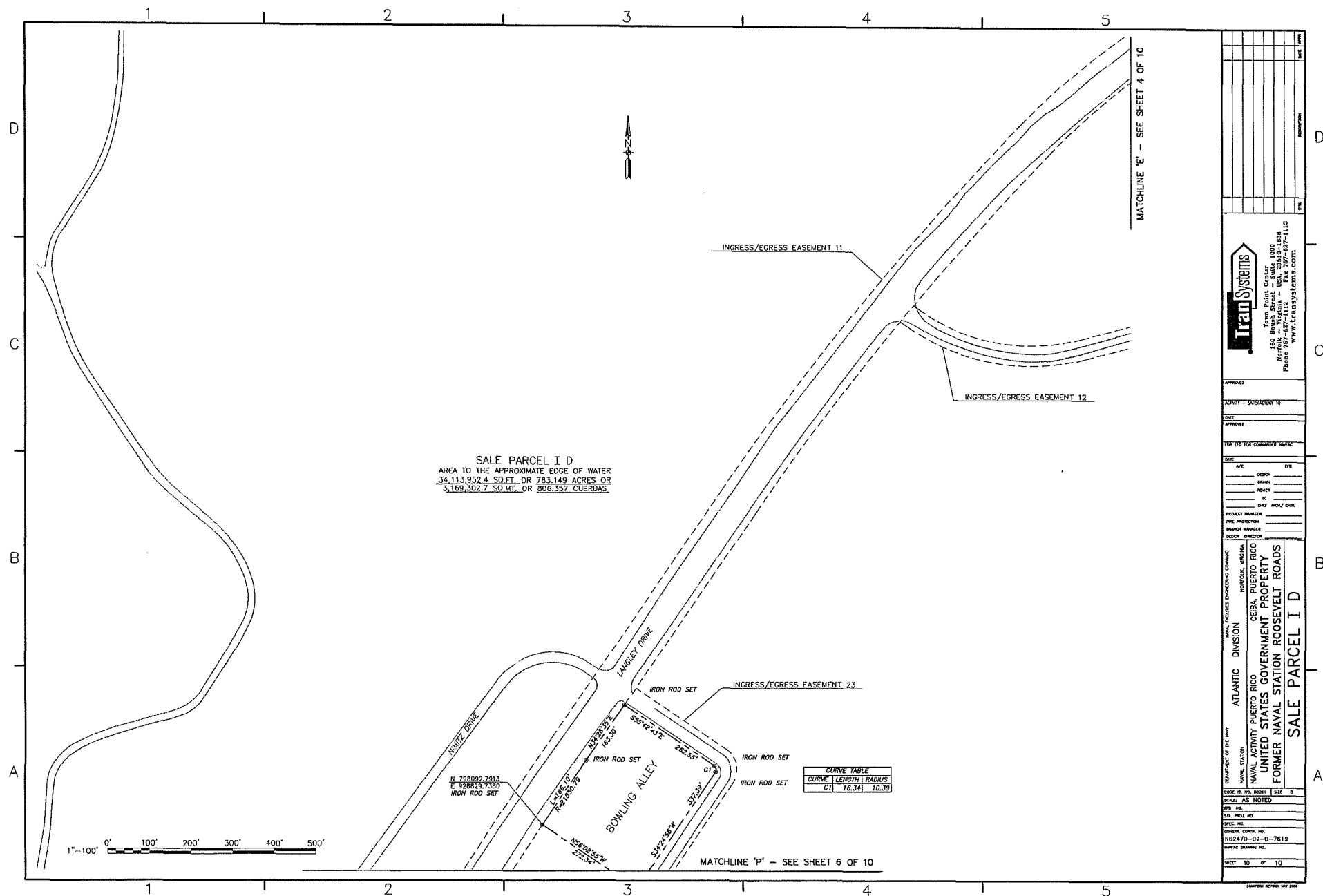






SALE PARCEL I D  
 AREA TO THE APPROXIMATE EDGE OF WATER  
34,113,952.4 SQ. FT. OR 783.149 ACRES OR  
3,169,302.7 SQ. MT. OR 806.357 CUERDAS

Trans Police Center 150 Bush Street - Suite 1000 San Francisco, CA 94102 Phone: 415-427-1111 Fax: 415-427-1113 <a href="http://www.transystems.com">www.transystems.com</a>	
APPROPRIATE REVIEW - SUBMITTER TO DATE APPROVED FOR DIS. FOR COMMANDER NAVAL DATE NAME REGION BRANCH R OVER / NO / DOOR PROJECT NUMBER PROJECT MANAGER REGION DIRECTOR	
NAVAL FACILITIES ENGINEERING DIVISION ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO CEIBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS <b>SALE PARCEL I D</b>	
SHEET 8 OF 10	



**LEGAL DESCRIPTION**  
**SALE PARCEL I D**

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DOG' and having a northing of 805443.8964 and an easting of 933110.4735 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL I D". Thence S79°51'07"W 1568.79' to an iron rod set, the True Point of Beginning, having a northing of 805167.4912 and an easting of 931566.2267:

Thence S02°46'27"E 590.00' to an iron rod set;  
Thence S05°53'40"W 271.67' to an iron rod set;  
Thence S29°31'45"W 194.85' to an iron rod set;  
Thence S39°30'31"W 232.03' to an iron rod set;  
Thence S45°30'46"W 496.11' to an iron rod set;  
Thence S07°23'02"W 253.47' to an iron rod set;  
Thence S20°25'28"E 446.10' to an iron rod set;  
Thence S45°57'09"E 649.51' to an iron rod set;  
Thence S27°14'03"E 434.71' to an iron rod set;  
Thence S19°58'29"E 96.01' to an iron rod set;  
Thence S21°17'11"E 166.07' to an iron rod set;  
Thence S16°28'24"E 198.53' to an iron rod set;  
Thence S43°11'29"W 174.48' to an iron rod set;  
Thence S19°31'06"W 146.30' to an iron rod set;  
Thence S79°34'23"E 1457.64' to a point not set, said point referenced by a 2" pipe set at the edge of the mangroves bearing S79°34'23"E 40.93';  
Thence Southwest 1481' from said point not set, along the approximate edge of water of Ensenada Honda to a point not set, said point referenced by a 2" pipe with a northing of 800054.0594 and an easting of 932165.0410 set at the edge of mangroves and bearing S44°03'52"E 162.91' from point not set;  
Thence from said point not set, N44°03'52"W 581.55' to an iron rod set;  
Thence N32°10'38"W 212.43' to an iron rod set;  
Thence N59°52'22"W 176.42' to an iron rod set;  
Thence S04°17'25"W 234.59' to an iron rod set;  
Thence S23°14'43"W 386.08' to an iron rod set;  
Thence S39°11'40"W 94.84' to an iron rod set;  
Thence S47°10'22"W 239.01' to an iron rod set;  
Thence S63°53'18"W 442.91' to an iron rod set;  
Thence S43°59'47"W 463.19' to an iron rod set;  
Thence S14°44'58"E 199.54' to an iron rod set;  
Thence N75°15'02"E 110.43' to an iron rod set;  
Thence following a curve to an iron rod set with a long chord of 394.07', chord bearing of S88°16'14"E  
Radius=694.61'  
Arc=399.55'  
Thence S71°32'28"E 1543.06' to an iron rod set;  
Thence N25°50'42"E 45.93' to a 2" pipe set at the approximate edge of water of Ensenada Honda;  
Thence Southeast along the approximate edge of water of Ensenada Honda;  
Thence Southwest along the approximate edge of water of Ensenada Honda 2250' to a 2" pipe set having a northing of 797111.1030 and an easting of 931373.0768;  
Thence N63°38'46"W 1745.64' to an iron rod set;  
Thence S48°34'58"W 613.72' to an iron rod set;  
Thence S10°14'29"E 293.26' to an iron rod set;  
Thence S72°32'16"W 1288.66' to an iron rod set;  
Thence N59°48'07"W 125.93' to an iron rod set;  
Thence S30°14'21"W 293.69' to an iron rod set;

Thence S75°02'51"E 675.18' to an iron rod set;  
 Thence S17°59'43"W 176.84' to an iron rod set;  
 Thence S39°44'38"W 324.94' to an iron rod set;  
 Thence S45°30'15"W 342.88' to an iron rod set;  
 Thence S54°39'50"W 500.21' to an iron rod set;  
 Thence S63°54'50"W 207.12' to an iron rod set;  
 Thence N25°23'08"W 219.99' to an iron rod set;  
 Thence N21°18'50"W 259.43' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 358.79', chord bearing of N57°08'01"W  
     Radius=309.52'  
     Arc=382.71'  
 Thence following a curve to an iron rod set with a long chord of 499.41', chord bearing of N11°36'57"W  
     Radius=1424.52'  
     Arc=502.01'  
 Thence N01°31'13"W 874.38' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 336.85', chord bearing of N16°53'22"W  
     Radius=635.48'  
     Arc=340.93'  
 Thence N32°15'31"W 300.98' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 333.00', chord bearing of N13°33'58"W  
     Radius=519.52'  
     Arc=338.98'  
 Thence N05°07'35"E 113.24' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 267.55', chord bearing of N16°02'25"W  
     Radius=370.48'  
     Arc=273.73'  
 Thence N37°12'25"W 184.72' to an iron rod set;  
 Thence following a curve to an iron rod set with a long chord of 203.46', chord bearing of N45°06'13"W  
     Radius=740.48'  
     Arc=204.10'  
 Thence N49°48'46"E 163.61' to an iron rod set;  
 Thence N05°12'12"W 899.59' to an iron rod set;  
 Thence N02°39'18"W 348.58' to an iron rod set;  
 Thence N01°22'38"E 121.06' to an iron rod set;  
 Thence N13°42'21"E 58.26' to an iron rod set;  
 Thence N17°53'28"E 164.95' to an iron rod set;  
 Thence N25°10'41"E 453.12' to an iron rod set;  
 Thence N26°27'14"E 208.19' to an iron rod set;  
 Thence S89°20'10"W 430.55' to an iron rod set;  
 Thence N00°57'54"W 274.05' to an iron rod set;  
 Thence N61°07'31"E 496.76' to an iron rod set;  
 Thence N56°41'56"E 3256.05' to an iron rod set;  
 Thence N53°25'55"E 1445.50' to an iron rod set;  
 Thence N51°48'50"E 255.48' to an iron rod set;  
 Thence N50°58'22"E 234.13' to an iron rod set;  
 Thence N52°49'35"E 193.85' to an iron rod set;  
 Thence N53°57'58"E 184.34' to an iron rod set;  
 Thence N60°39'23"E 483.63' to an iron rod set, the True Point of Beginning.

Said parcel containing 34,113,952.4 square feet or 783.149 acres, which equates to 3,169,302.7 square meters or 806.357 cuerdas.

Said parcel SALE PARCEL I D does not include the following internal parcels:

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOWLING ALLEY". Thence N36°45'05"E 1804.73' to an iron rod set, the True Point of Beginning, having a northing of 798092.7913 and an easting of 928829.7380:

Thence following a curve to an iron rod set with a long chord of 186.10', chord bearing of N34°11'56"E

Radius=21850.79'

Arc=186.10'

Thence N34°18'35"E 163.30' to an iron rod set;

Thence S55°42'43"E 262.55' to an iron rod set;

Thence following a curve to an iron rod set with a long chord of 14.71', chord bearing of S10°38'54"E

Radius=10.39'

Arc=16.34'

Thence S34°24'56"W 337.39" to an iron rod set;

Thence N56°02'55"W 272.34' to an iron rod set, the True Point of Beginning;

Said parcel containing 95,112.3 square feet or 2.183 acres, which equates to 8,836.2 square meters or 2.248 cuerdas.

Beginning at a survey control point in the Ward of Guayacan, said point being a brass disk set in concrete. Said point also known as 'DELVIS' and having a northing of 796646.7678 and an easting of 927749.8902 noted as the Point of Beginning on the plat labeled "VETERANS HEALTH CLINIC". Thence N50°37'43"E 1,415.10' to an iron rod set, the True Point of Beginning, having a northing of 797544.4322 and an easting of 928843.8368:

Thence N34°24'56"E 458.65' to an iron rod set;

Thence S54°36'53"E 222.75' to an iron rod set;

Thence S34°51'57"W 455.75" to an iron rod set;

Thence N55°21'36"W 219.14' to an iron rod set, the True Point of Beginning.

Said parcel containing 101,012.8 square feet or 2.319 acres, which equates to 9,384.4 square meters or 2.388 cuerdas.

Said parcel SALE PARCEL I D is subject to multiple easements as shown on plats titled "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 11" prepared by TranSystems Corporation and sealed by Luis Berrios Montes on XXX 2007, "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 12" prepared by TranSystems Corporation and sealed by Luis Berrios Montes on October 2, 2007 and "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS EASEMENT 23" prepared by TranSystems Corporation and sealed by Luis Berrios Montes on October 2, 2007.

**Exhibit E**

**Tables**



**Table 1**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Facilities List**  
**Page 1 of 4**

Facility #	Former User	Name	Area	Unit	Yr Built
86	PWD	WATER STGE TANKS TACAN SITE	-	-	1942
88A	PWD	MISC STORAGE	378	SF	1944
161	PWD	GENR BLDG FOR GMOC UHF-VHF	164	SF	1943
277	CUSTOMS	PIER FAC	650	SY	1943
292	PWD	GENERATOR BUILDING	-	-	-
296	NBS AFCN	TELEVISION STUDIO	6132	SF	1944
298	PWD	CISTERN FOR B-296	-	-	1944
299	PWD	WATER PUMP STA NORTH DELICIA	109	SF	1961
300	WEAPONS	SMALL ARMS/PYROTECH MAGAZINE	4000	SF	1943
301	WEAPONS	MAGAZINE/3HT4/	308	SF	1943
302	WEAPONS	MAGAZINE/1Y3/	4000	SF	1943
303	WEAPONS	MAGAZINE/124/	3111	SF	1943
305	WEAPONS	FUSE-DETONATOR MAGAZINE	140	SF	1943
306	WEAPONS	MAGAZINE	70	SF	1943
309	WEAPONS	FUSE-DETONATOR MAGAZINE	140	SF	1943
310	WEAPONS	MAGAZINE	140	SF	1943
311	WEAPONS	HIGH EXPLOSIVE MAGAZINE	1404	SF	1943
313	WEAPONS	HIGH EXPLOSIVES MAGAZINE	1404	SF	1943
314	WEAPONS	HIGH EXPLOSIVES MAGAZINES	1134	SF	1943
358	WEAPONS	PYROTECHNIC MAGAZINE RI	1000	SF	1943
359	WEAPONS	PYROTECHNIC MAGAZINE RI	1000	SF	1943
360	AIMD	JET BOOSTER	1000	SF	1943
384	WEAPONS	HIGH EXPLOSIVES MAGAZINE	1350	SF	1958
500	SOC SOUTH	US ARMY SOUTH	6569	SF	1959
501	SOC SOUTH	US ARMY SOUTH	1679	SF	1957
502	SOC SOUTH	SECURITY ADMIN OFFICE	3240	SF	1957
519	SOC SOUTH	C-3/7TH SFG ADMIN HDQTRS.	15704	SF	1962
529	MWR	MWR-ROOS RDS RIDERS	18240	SF	1957
532	NEX	ADMIN AND MAINTENANCE SHOP	-	-	-
535	PWD	WATER STGE TANKS AT BUNDY	5292	-	1957
598	MULTI	NAVSOUTH/NCIS/PHOTOLAB/SECURITY	27088	SF	1962
629	MWR	THEATRE	10060	SF	1957
640	MWR	PLAYING COURT - TENNIS	7200	SF	1957
641	MWR	BUNDY BASKETBALL COURTS	7200	SF	1957
643	MWR	PLAYING FIELD AND FAC	108900	SF	1961
646	SECURITY	GATEHOUSE #3	120	SF	1957
724	MULTI	HIDTA/NSGA/DEFENSE COURIER	7779	SF	1959
725	CBQ	BOQ TRAN PTY W3-W-5 & O3/ABV	11996	SF	1960
726	CBQ	BOQ TRAN W3/W5 & O3/ABOVE	21207	SF	1960

**Table 1**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Facilities List**  
**Page 2 of 4**

Facility #	Former User	Name	Area	Unit	Yr Built
727	CBQ	BOQ TRAN W3/W5 & O3/ABOVE	11996	SF	1960
728	CBQ	BOQ TRANS W3/W5 & O3/ABOVE	11901	SF	1960
729	MWR	FINNIGANS OFFICERS CLUB	13374	SF	1960
730	NEX	NEX CENTRAL WHSE	25051	SF	1960
731	CBQ	BEQ	31200	SF	1960
732	CBQ	UEPH	31200	SF	1960
733	CBQ	BEQ	31807	SF	1960
734	CBQ	BEQ	32899	SF	1960
735	MULTI	SOC SOUTH/ACSS/LIBRARY	29178	SF	1960
737	NAVCOMTELSTA	NAVCOMMSTA BUILDING	2650	SF	1959
748	PWD	BUS SHLTR SOFTBALL FIELD BUNDY	140	SF	1964
760	MWR	MISC STGE BY B#760	220	SF	1962
761	MWR	TOILET AT SOFTBALL FIELD	160	SF	1962
763	WEAPONS	MAGAZINE	-	-	-
764	WEAPONS	MAGAZINE - 7NC5	1200	SF	1962
765	WEAPONS	MAGAZINE - 7NC6	1200	SF	1962
766	WEAPONS	MAGAZINE - 7NC7	1200	SF	1962
773	PWD	BUS SHLTR LANGLEY/BNGTN S.	60	SF	-
784	PWD	TACAN UNIT/GEN BUILDING	484	SF	1966
789	MWR	GOLF COURSE	-	-	1966
894	SURFOPS	RANGE LIGHT TARGET PAD 2	-	-	1966
1665	WEAPONS	READY ISSUE MAG	48	SF	1967
1666	WEAPONS	READY ISSUE MAG	48	SF	1967
1667	WEAPONS	READY ISSUE MAG	48	SF	1967
1668	WEAPONS	READY ISSUE MAG	48	SF	1967
1674	AIMD	GND SUPPORT EQUIPT STORAGE	4000	SF	1969
1686	FBI	F. B. I. OFFICE	15890	SF	1970
1687	MWR	GYMNASIUM/FITNESS CENTER	18500	SF	1969
1688	CBQ	BOQ TRANS W1/W2 AND O1/O2	49685	SF	1969
1703	NBS AFCN	AM RADIO TRANSMITTER	130	-	1970
1705	PWD	SUBSTA BY OLD HOSP B598	-	-	1960
1761	MWR	PEDESTRIAN CROSSING BRIDGE	-	-	-
1762	PWD	BUS SHLTR N.W. TEL EXCH	140	SF	1972
1763	PWD	BUS SHLTR S.W. TEL EXCH	140	SF	1972
1766	NBS AFCN	TV STUDIO COMM ANTENNA	-	-	1972
1767	AFWTF	ANTENNA POLE SUPPTD/N DELI	-	-	1969
1768	AFWTF	ANTENNA POLE SUPPTD/N DELI	-	-	1969
1769	AFWTF	ANTENNA POLE SUPPTD/N DELI	-	-	1969
1770	AFWTF	ANTNA POLE SUPOTD/NDELI	-	-	1969

**Table 1**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Facilities List**  
**Page 3 of 4**

Facility #	Former User	Name	Area	Unit	Yr Built
1771	AFWTF	ANTNA POLE SUPPTD/N DELI	-	-	1969
1796	NEX	NAVY EXCHANGE COMPLEX	82606	SF	1973
1927	WEAPONS	BOMB BUILD UP AREA	315	SF	1971
1962	MWR	SEC. STAGE BEHIND B504	396	SF	1977
1964	MWR	GOLF DRIVING RANGE	-	-	1970
1970	NEX	COMMISSARY & COMM WHSE BLDG	43688	SF	1979
1971	PWD	SWGE PUMP HSE BY B#1970	100	SF	1979
1991	PWD	STANDBY GENR BY SEC B#504	396	SF	1977
1999	PWD	SEWAGE PUMP STA AT GOLF CSE	-	-	1979
2006	PWD	GENERATOR BUILDING BY GATE 3	-	-	-
2016	PWD	GENR CEN ALARM LS 542	320	SF	1982
2017	PWD	GENER HOUSE BY LS 644/CENT	304	SF	1982
2023	WEAPONS	BOMB BUILD UP AREA	1000	SF	1974
2045	AIROPS (GED)	RADAR TWR/TURNTABLE TACAN	-	-	1985
2048	PWD	LIFT STA AT BUNDY TENNIS CTS	-	-	1983
2050	PWD	SEPTIC TANK/FIELD BY GATE 3	-	-	1983
2082	MWR	KENNEL	960	SF	1985
2085	ACSS	ELEMENTARY SCHOOL GYM	10400	SF	1986
2143	PWD	TRANSFORMER STA BY B#1688	-	-	1974
2145	PWD	TRANSFORMER STA BY B#724	300	SF	1962
2153	PWD	SUB-STA "D" BY LANGLEY DRIVE	-	-	1976
2177	PWD	ELECTRICAL EQUIPMENT SHELTER	169	SF	-
2202	FSC	FAMILY SERVICES CENTER	9660	SF	1986
2206	PWD	BUS SHLTR N. DELICIAS	140	SF	1987
2224	MWR	LIGHTED COVERED PATIO	64	SF	1985
2228	AFWTF	STANDBY GENR BY AFCN B#296	416	-	1960
2232	PWD	LIFT STATION	-	-	-
2253	PWD	RECREATION PAVILLION	471	SF	-
2256	NBS	MEDIA CTR ANNEX TO B-296	1092	SF	1986
2262	U.S. CUSTOMS	U.S. CUSTOMS BLDG	6000	SF	~2000
2303	NEX	NAVY LODGE (120 UNITS)	70911	SF	1991
2313	NEX	McDONALD'S RESTAURANT	4500	SF	1985
2317	NEX	PLAYGROUND AREA (NAVY LODGE)	~200	SY	1991
2318	PWD	SUB-STA	-	-	1991
2336	NFCU	NAVY FEDERAL CREDIT UNION	2880	SF	1993
2337	CHAPEL	CHAPEL	11856	SF	1993
2339	NEX	SERVICE STA/MINI-MART	15927	SF	1993
2357	USMC	MARCOR RSVE TRAINING BLDG	19200	SF	1994
2358	USMC	MARCOR RSVE VEH MAINT BLDG	3500	SF	1994

**Table 1**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Facilities List**  
**Page 4 of 4**

Facility #	Former User	Name	Area	Unit	Yr Built
2371	MWR	GOLF CART STORAGE	4600	SF	-
2373	USMC	MARCOR RSVE VEH MAINT BLDG	-	-	1994
2374	USMC	MARCOR RSVE VEH MAINT BLDG	-	-	1994
2379	MWR	BASKETBALL/VOLLEY CT B2305	-	-	1994
2382	PWD	SWGE PUMP STATION	450	SF	1995
2385	PWD	NEW GENR BLDG BY B884	143	SF	1994
2407	NAVCONSTA	COMMUNICATION BUILDING	~500	SF	-
2409	U.S. CUSTOMS	ADMIN BUILDING	~2000	SF	~2000
RSL4	WEAPONS	READY ISSUE MAGAZINE	63	SF	1967
RSL5	WEAPONS	READY ISSUE MAGAZINE	63	SF	1967
RSL6	WEAPONS	READY ISSUE MAGAZINE	63	SF	1967

List based on 2003 NAPR base map (Base map - PREnew 11-2003.pdf), July 2001 Building Utilization List, List of Buildings To Be Inspected For Asbestos from June 2005 Asbestos Inspection Report, and field verification by NAPR personnel.

List does not include the 88 Rainbow Hill family housing units constructed in 1975 and renovated 1998-2001, nor the 11 new BEQ buildings constructed in 2004.

- Information not available or unknown

AFWTF Atlantic Fleet Weapons Training Facility  
 AIROPS Air Operations  
 PWD Public Works Department  
 MWR Morale, Welfare and Recreation  
 SOCSOUTH Special Operations Command South

**Table 2**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Solid Waste Management Units Summary and Status**

Parcel	SWMU No.	Description	CERFA *	RCRA Status	Investigation and Remedial Action Summary and Status	Media Affected / Key Contaminants	Site Specific Land Use Controls	Proposed Navy Stopping Point	Navy Stopping Point	Estimated Navy Stopping Time	Remaining Work Required
1	16	Waste Explosives Storage (Bldg. 1666) Less than 90 days accumulation point for waste explosives. Originally a No Further Action site because it was a restricted access area when the naval station was an active facility.	3	CAC w/out Controls	Inspected during a follow-up VSI conducted in June, 1993. No evidence of releases from this building was observed. Building has not been used since operational closure in March 2004, and was "explosives clean closed" and "explosives certified clean" by the Naval Ordnance Safety and Security Activity in March 2005. November 2007 Phase I RFI recommended the site be designated as Corrective Action Complete without Controls. No surface or subsurface soil contamination has resulted from waste explosives storage, and groundwater is not present to a significant extent beneath the site. EPA approved the recommendation in December 2007.	NA	None	Phase 1 RFI	Completion of RFI	NA	None
1	26	Abandoned Engine Oil Drums (Bldg. 544 Area) Open area where approximately 25 badly rusted, 55-gallon drums of waste oil, or other substance, were observed to be lying (mostly on their sides) on bare soil during the 1988 VSI. The containers were in very poor condition, and partially overgrown with vegetation. A tar-like substance was observed to be leaking onto the ground.	2	CAC w/out Controls	No Further Action required based on RFI sampling.	NA	None	NFA	NA	NA	None
Basewide	38	Sanitary and Storm Water Sewer Systems Below ground sanitary and storm sewer systems.	3	CAC w/out Controls	No Further Action determination from 1994 Part B Permit carried over to Consent Order. No knowledge or evidence of systematic and routine releases of hazardous wastes. An RFI was not required. The "CAC w/out Controls" shown for SWMU 38 is contingent, under the 2007 RCRA Consent Order between the Navy and EPA, on the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer water sewer systems (i.e., SWMU 38) as a release(s) from either SWMUs 4, 12, 13 and 14, and/or from any other SWMU at the NAPR facility, where releases have impacted the sanitary and/or storm water sewer systems.	NA	None	NFA	NA	NA	None
1	63	Former Pistol Range at BEQ A cleared rectangular area that appeared to be unused, with ground scarring consistent with a small arms range was observed on a 1958 aerial photograph. The records review (historic maps) identified this area as a former pistol range. Interviews did not confirm or repudiate use of the area as a pistol range. The ECP physical site inspection could not detect evidence of a former pistol range because the area has been disturbed/ covered by the new Bachelor Enlisted Quarters (BEQ).	1	CAC w/out Controls	Eleven new BEQ housing structures have been constructed at the location of the former pistol range. The recent construction of this area involved earthwork throughout the entire construction site. Due to the amount of soil that had been excavated, samples were collected from the surface soil that remained to determine if lead potentially present in the surface soil could cause a risk to human health receptors living in these quarters. No COPCs were identified. While two of eight surface soil samples had lead concentrations greater than base background, all samples had lead concentrations less than the soil screening criteria.	NA	None	NFA	NA	NA	None

**\*CERFA categories:**

- 1 - CERFA Clean - areas where no release or disposal of hazardous substances or petroleum products or their derivatives has occurred,
- 2 - All Actions Complete - areas where the release, disposal, or migration, or some combination thereof, of hazardous substances, or
- 3 - Additional Action Required - Areas where a confirmed or suspected release, disposal, migration, or some combination thereof, of

**Land Use Controls**

- 1 - Non-Residential Use Only
- 2 - Soil and/or Sediment: Access and/or Invasive Activity Restriction
- 3 - Surface Water: Access and/or Use Restriction
- 4 - Groundwater: Use and Well Installation Restriction

**Acronyms and Abbreviations**

BEQ	Bachelor Enlisted Quarters	RCRA	Resource Conservation and Recovery Act
CAC	Corrective Action Complete determination	SWOB	Ship Waste Offloading Barge
CERFA	Community Environmental Response Facilitation Act	SVOC	Semi-Volatile Organic Compound
COPC	Chemical of Potential Concern	TWFF	Tow Way Fuel Farm
ECP	Environmental Condition of Property	VSI	Visual Site Inspection
NA	Not Applicable		
NAPR	Naval Activity Puerto Rico		
NFA	No Further Action		

**Table 3**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**OWS, AST, UST List**

Number	Type	Location or User	Capacity	Material Stored	Year Installed	Year Removed
2339-1	OWS	SERVICE STATION/MINI MART	-	NA	-	NA
2339-2	OWS	SERVICE STATION/MINI MART	-	NA	-	NA
2341	OWS	NEX	-	NA	-	NA
2373	OWS	PWD	-	NA	1994	NA
2374	OWS	PWD	-	NA	1994	NA
161	AST	PWD	500	Diesel	-	NA
296	AST	PWD	500	Diesel	-	NA
500	AST	PWD	1000	Diesel	-	NA
519	AST	PWD	250	Diesel	-	NA
542	AST	PWD	550	Diesel	-	NA
729	AST	PWD	1000	Diesel	-	NA
731	AST	PWD	1000	Diesel	-	NA
732	AST	PWD	1000	Diesel	-	NA
733	AST	PWD	1000	Diesel	-	NA
734	AST	PWD	1000	Diesel	-	NA
737	AST	PWD	250	Diesel	-	NA
1211A	AST	MWR	1000/1000	Diesel/Mogas	-	NA
1211B	AST	MWR	6000	Diesel	-	NA
1796	AST	NEX	250	Diesel	-	NA
2017	AST	PWD	200	Diesel	-	NA
2228	AST	AFWTF	500	Diesel	-	NA
2303-1	AST	PWD	1000	Diesel	-	NA
2303-2	AST	PWD	500	Diesel	-	NA
2339D	AST	NEX	550	Diesel	-	NA
2357	AST	PWD	500	Diesel	-	NA
2361	AST	PWD	500	Diesel	-	NA
2407	AST	PWD	1000	Diesel	-	NA
1686	UST	Bundy Laundry Building	10000	JP-5/Empty	1996	NA
2339A	UST	NEX Autoport	10000	Mogas/Empty	1994	NA
2339B	UST	NEX Autoport	10000	Mogas/Empty	1994	NA
2339C	UST	NEX Autoport	10000	Mogas/Empty	1994	NA
2339E	UST	NEX Autoport	500	Waste Oil/Empty	1994	NA
298	Former UST	CISTERN FOR B-296	300	Diesel	-	1999
724	Former UST	HIDTA/NSGA/DEFENSE COURIER	5000	Diesel	-	1996
729	Former UST	FINNIGANS OFFICERS CLUB	1000	Diesel	-	1996
730	Former UST	Building 730	10000	Diesel	-	1995
732	Former UST	Building 732	1000	Diesel	-	1996
733	Former UST	Building 733	1000	Diesel	-	1996
760	Former UST	MISC STORAGE BY B-760	280	Unknown	-	1993
1686	Former UST	FBI OFFICE	10000	Diesel	-	1996
1796	Former UST	NEX COMPLEX	280	Diesel	-	1997
1970	Former UST	COMMISSARY & COMM WHSE BLDG	1000	Diesel	-	1997

NA Not Applicable  
 - Information not available or unknown

**Table 4**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Asbestos-Containing Material Inspection Results**  
**Page 1 of 3**

Facility #	Name	ACM Identified	Comments
86	WATER STGE TANKS TACAN SITE	NI	
88A	MISC STORAGE	NI	
161	GENR BLDG FOR GMOC UHF-VHF	N	
277	PIER FAC	NI	
292	GENERATOR BUILDING	NI	
296	TELEVISION STUDIO	Hazard	20 LF Pipe Insulation
298	CISTERN FOR B-296	NI	
299	WATER PUMP STA NORTH DELICIA	NI	
300	SMALL ARMS/PYROTECH MAGAZINE	NI	
301	MAGAZINE/3HT4/	NI	
302	MAGAZINE/1Y3/	NI	
303	MAGAZINE/124/	NI	
305	FUSE-DETONATOR MAGAZINE	NI	
306	MAGAZINE	NI	
309	FUSE-DETONATOR MAGAZINE	NI	
310	MAGAZINE	NI	
311	HIGH EXPLOSIVE MAGAZINE	NI	
313	HIGH EXPLOSIVES MAGAZINE	NI	
314	HIGH EXPLOSIVES MAGAZINES	NI	
358	PYROTECHNIC MAGAZINE RI	NI	
359	PYROTECHNIC MAGAZINE RI	NI	
360	JET BOOSTER	NI	
384	HIGH EXPLOSIVES MAGAZINE	NI	
500	US ARMY SOUTH	Y	
501	US ARMY SOUTH	Y	
502	SECURITY ADMIN OFFICE	Y	
519	C-3/7TH SFG ADMIN HDQTRS.	N	
529	MWR-ROOS RDS RIDERS	Y	
532	ADMIN AND MAINTENANCE SHOP	NI	
535	WATER STGE TANKS AT BUNDY	NI	
598	NAVSOUTH/NCIS/PHOTOLAB/SECURITY	Hazard	6 LF Pipe Insulation
629	THEATRE	NI	
640	PLAYING COURT - TENNIS	NI	
641	BUNDY BASKETBALL COURTS	NI	
643	PLAYING FIELD AND FAC	NI	
646	GATEHOUSE #3	N	
724	HIDTA/NSGA/DEFENSE COURIER	Y	
725	BOQ TRAN PTY W3-W-5 & O3/ABV	N	
726	BOQ TRAN W3/W5 & O3/ABOVE	N	
727	BOQ TRAN W3/W5 & O3/ABOVE	N	
728	BOQ TRANS W3/W5 & O3/ABOVE	N	
729	FINNIGANS OFFICERS CLUB	N	
730	NEX CENTRAL WHSE	NI	
731	BEQ	NI	
732	UEPH	NI	
733	BEQ	NI	
734	BEQ	NI	

**Table 4**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Asbestos-Containing Material Inspection Results**

Page 2 of 3

Facility #	Name	ACM Identified	Comments
735	SOC SOUTH/ACSS/LIBRARY	NI	
737	NAVCOMMSTA BUILDING	Y	
748	BUS SHLTR SOFTBALL FIELD BUNDY	NI	
760	MISC STGE BY B#760	N	
761	TOILET AT SOFTBALL FIELD	NI	
763	MAGAZINE	NI	
764	MAGAZINE - 7NC5	NI	
765	MAGAZINE - 7NC6	NI	
766	MAGAZINE - 7NC7	NI	
773	BUS SHLTR LINGLEY/BNGTN S.	N	
784	TACAN UNIT/GEN BUILDING	Y	
789	GOLF COURSE	NI	
894	RANGE LIGHT TARGET PAD 2	NI	
1665	READY ISSUE MAG	NI	
1666	READY ISSUE MAG	NI	
1667	READY ISSUE MAG	NI	
1668	READY ISSUE MAG	NI	
1674	GND SUPPORT EQUIPT STORAGE	N	
1686	F. B. I. OFFICE	Hazard	1 LF Pipe and Fitting Insulation
1687	GYMNASIUM/FITNESS CENTER	Y	
1688	BOQ TRANS W1/W2 AND O1/O2	Y	
1703	AM RADIO TRANSMITTER	NI	
1705	SUBSTA BY OLD HOSP B598	NI	
1761	PEDESTRIAN CROSSING BRIDGE	NI	
1762	BUS SHLTR N.W. TEL EXCH	N	
1763	BUS SHLTR S.W. TEL EXCH	N	
1766	TV STUDIO COMM ANTENNA	NI	
1767	ANTENNA POLE SUPPTD/N DELI	NI	
1768	ANTENNA POLE SUPPTD/N DELI	NI	
1769	ANTENNA POLE SUPPTD/N DELI	NI	
1770	ANTNA POLE SUPOTD/NDELI	NI	
1771	ANTNA POLE SUPPTD/N DELI	NI	
1796	NAVY EXCHANGE COMPLEX	N	
1927	BOMB BUILD UP AREA	N	
1962	SEC. STAGE BEHIND B504	Y	
1964	GOLF DRIVING RANGE	NI	
1970	COMMISSARY & COMM WHSE BLDG	Y	
1971	SWGE PUMP HSE BY B#1970	N	
1991	STANDBY GENR BY SEC B#504	N	
1999	SEWAGE PUMP STA AT GOLF CSE	NI	
2006	GENERATOR BUILDING BY GATE 3	N	
2016	GENR CEN ALARM LS 542	Y	
2017	GENER HOUSE BY LS 644/CENT	NI	
2023	BOMB BUILD UP AREA	N	
2045	RADAR TWR/TURNTABLE TACAN	NI	
2048	LIFT STA AT BUNDY TENNIS CTS	NI	
2050	SEPTIC TANK/FIELD BY GATE 3	NI	



**Table 4**  
**Naval Activity Puerto Rico**  
**Sale Parcel I FOST**  
**Asbestos-Containing Material Inspection Results**  
**Page 3 of 3**

Facility #	Name	ACM Identified	Comments
2082	KENNEL	Y	
2085	ELEMENTARY SCHOOL GYM	NI	
2143	TRANSFORMER STA BY B#1688	NI	
2145	TRANSFORMER STA BY B#724	NI	
2153	SUB-STA "D" BY LANGLEY DRIVE	NI	
2177	ELECTRICAL EQUIPMENT SHELTER	N	
2202	FAMILY SERVICES CENTER	N	
2206	BUS SHLTR N. DELICIAS	N	
2224	LIGHTED COVERED PATIO	N	
2228	STANDBY GENR BY AFCN B#296	NI	
2232	LIFT STATION	NI	
2253	RECREATION PAVILLION	N	
2256	MEDIA CTR ANNEX TO B-296	Y	
2262	U.S. CUSTOMS BLDG	N	
2303	NAVY LODGE (120 UNITS)	N	
2313	McDONALD'S RESTAURANT	N	
2317	PLAYGROUND AREA (NAVY LODGE)	NI	
2318	SUB-STA	N	
2336	NAVY FEDERAL CREDIT UNION	N	
2337	CHAPEL	N	
2339	SERVICE STA/MINI-MART	N	
2357	MARCOR RSVE TRAINING BLDG	NI	
2358	MARCORRSVE NEH MAINT BLDG	NI	
2371	GOLF CART STORAGE	N	
2373	MARCORRSVE NEH MAINT BLDG OWS	NI	
2374	MARCORRSVE NEH MAINT BLDG OWS	NI	
2379	BASKETBALL/VOLLEY CT B2305	NI	
2382	SWGE PUMP STATION	N	
2385	NEW GENR BLDG BY B884	N	
2407	COMMUNICATION BUILDING	NI	
2409	ADMIN BUILDING	NI	
RSL4	READY ISSUE MAGAZINE	NI	
RSL5	READY ISSUE MAGAZINE	NI	
RSL6	READY ISSUE MAGAZINE	NI	
Mutiple	BEQ (11 UNITS)	NI	
Multiple	RAINBOW HILL FAMILY HOUSING	N	24 of 88 units inspected

**Notes:** Y = Yes  
N = No  
NI = Not Inspected  
Hazard = friable, accessible and damaged asbestos

**Sources:** Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, June 2005)

Final Asbestos Inspection Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico (Baker, June 2005)

**Exhibit F**

**CERFA Concurrence**

**CERFA Identification of Uncontaminated Property  
Former Naval Station Roosevelt Roads, Puerto Rico**


Accordingly, this CERFA Uncontaminated Property Report reflects final site categorizations that may differ from those presented in the Final ECP report.

In summary, all NAPR property not otherwise identified as sites belonging to Categories 2 or 3 are classified as "CERFA Clean" (i.e. uncontaminated) as defined in CERFA [§9620 (h)(4)(A)]. The bulk of the NAPR acreage is classified as such. Of the approximately 8,400 acres of NSRR property, about 7,000 acres have been identified as "CERFA Clean" (i.e., Category 1). Figure 1 depicts the results of this classification.

Included in the CERFA Clean classification are a total of 14 SWMUs. Ten of these SWMUs were identified by EPA in the 1994 RCRA Part B permit, and an additional four sites were identified by the ECP. All 14 of these sites were originally identified based on a suspected release or disposal activity, but subsequent investigations determined that no release or disposal activity occurred. EPA has indicated their concurrence with this determination in the draft §7003 Order on Consent by designating each of these sites as having achieved "corrective action complete without controls" designation. The SWMUs and ECP sites designated as CERFA Clean are SWMUs 5, 15, 20, 21, 22, 47, 48, 49, 50, 52, 63 (ECP 9), 64 (ECP 10), 65 (ECP 11), and 66 (ECP 12). These sites are presented in Table 1.

The remaining property has been classified as Category 2 or 3 and as such is not qualified for designation as CERFA Clean.

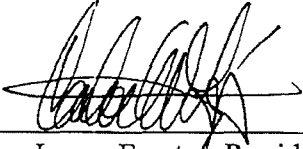
**Submitted**

  
R. DAVID CRISWELL, P. E.  
BRAC Environmental Coordinator

4/27/06  
Date

**Concurrence**

Concurrence with CERFA Identification of Uncontaminated Property is indicated by signature below. This concurrence applies only to the identification of "CERFA Clean" (i.e. uncontaminated) property, identified in this document as ECP Category 1.

  
Carlos Lopez Freytes, President  
Environmental Quality Board  
Commonwealth of Puerto Rico

8/11/06  
Date

## **Exhibit G**

### **Lead-Based Paint Hazard Advisory**

**LEAD-BASED PAINT HAZARD  
DISCLOSURE AND ACKNOWLEDGEMENT FORM**

**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): *Phase I/II Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico* and *Finding of Suitability to Transfer, Sale Parcel I - Bundy, Naval Activity Puerto Rico, Ceiba, Puerto Rico* representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the non-family housing buildings covered by this Transfer. I have also received the *Final Lead-Based Paint Inspection/Risk Assessment Report for Military Family Housing, Naval Activity Puerto Rico, Ceiba, Puerto Rico* representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the family housing 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

## **Exhibit H**

### **Responses to Comments**

(Note: Review comments were received from EPA only.)

**Navy Responses to U.S. Environmental Protection Agency (EPA) Comments**  
**Draft Finding of Suitability to Transfer**  
**Sale Parcel I - Bundy**

1. Section 2.0 (Description of Property): The term Subject Property needs to be clearly defined. The text in this section needs to be revised to make clear that the Subject Property does not include SWMUs 1, 2, 54, 61, 62 and 71, even though those SWMUs are wholly or partially surrounded by Sale Parcel I. Likewise, the text in this section needs to make clear that the Subject Property does not include the three AOC F areas shown on the parcel Index Map 33- to be included within Parcel 3 (refer to Exhibit C of the FOST). Also, the text should specifically say that all SWMUs and AOCs shown on the Parcel Maps in Exhibit C of the FOST as having "cleanup remaining", are not included in the Subject Property. In addition, please confirm that the area of approximately 1368 acres cited in Section 2.0 accurately reflects the Subject Property boundaries under the Draft FOST, and what is depicted in Exhibit B (see also comment 5.b below).

Navy response:

The following text was added to Section 2 to clarify which SWMUs are not included in the sale parcel –

*As shown on the vicinity map in Exhibit B, the Subject Property does not include ten non-contiguous areas wholly or partially surrounded by Sale Parcel I. These areas total approximately 155 acres and are comprised of Area of Concern (AOC) F (four locations) and Solid Waste Management Units (SWMUs) 1, 2, 54, 61, 62 and 71. These areas were carved out of Sale Parcel I because they are Resource Conservation and Recovery Act (RCRA) SWMUs and AOCs with work remaining to be completed under the Administrative Order on Consent (Consent Order) that sets out the Navy's corrective action obligations under RCRA. Furthermore, the SWMUs cannot be included in the transfer of Sale Parcel I because all necessary remedial actions have not been taken prior to transfer as required by Section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Navy and the winning bidder in the public auction of Sale Parcel I will execute a lease in furtherance of conveyance for the carve-out areas. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the new owner of Sale Parcel I.*

The following text was added to Section 2 to clarify that all SWMUs and AOCs shown on the Parcel Maps in Exhibit C as having "cleanup remaining" are not included in the Subject Property. –

*The areas shown on these maps as having "Cleanup Remaining" correlate to AOC F and SWMUs 1, 2, 54, 61 (shown as ECP 7), 62 (shown as ECP 8) and 71 (shown as ECP 17), and are not included in the Subject Property.*

The Subject Property area of approximately 1368 acres cited in Section 2.0 has been revised to approximately 1351 acres based on subtracting the applicable

SWMU and AOC acreages (approximately 170 acres) from the total Sale Parcel I acreage of 1521 acres.

2. In Sections 4.0 A. (Hazardous Substance Contamination)

- a. The text should be revised to specifically say that those SWMUs and AOCs shown on the Parcel Maps in Exhibit C as having "cleanup remaining" (i.e., SWMUs 1, 2, 54, 61, 62 and 71, and AOC F), are not included as part of the Subject Property.

Navy response:

The following sentence has been added to this section –

*The Subject Property does not include the areas shown on the parcel maps in Exhibit C as having "Cleanup Remaining" (i.e., SWMUs 1, 2, 54, 61/ECP 7, 62/ECP 8 and 71/ECP 17).*

- b. The text needs to indicate that although no RFI was required for SWMU 38 (Sanitary and Storm Sewer System) and a Corrective Action Complete determination was made for that SWMU, under the 2007 RCRA Consent Order these determinations are contingent on the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer systems as part of the corrective action(s) for releases from SWMUs 4, 12, 13 and 14 and/or any other SWMU at the facility where releases have impacted the sanitary and/or storm water sewer system.

Navy response:

The text now reads as follows –

*An RFI was not required at SWMU 38 (Sanitary and Storm Sewer Systems) based on research, interviews and visual inspections. Under the Consent Order, this determination is contingent upon the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer systems as part of the corrective action(s) for releases from SWMUs 4, 12, 13 and 14, which are not in the vicinity of the Subject Property, and/or any other SWMU at the NAPR facility where releases may have impacted the sewer systems.*

3. In Section 4.0 C (Condition of Property Classification), the text in the last paragraph needs to be modified to indicate the transfer of the CERFA Category 3 areas of the Subject Property (i.e., portions of SWMU 38, the Sanitary and Storm Sewer System) is appropriate at this time, since under the 2007 RCRA Consent Order between the Navy and EPA, the Corrective Action Complete determination for SWMU 38 is contingent on the Navy fully addressing any releases that may have impacted the sanitary and/or storm water sewer system (i.e., SWMU 38) as a release(s) from either SWMUs 4, 12, 13 and 14, and/or from any other SWMU at the NAPR facility where releases have impacted the sanitary and/or storm water sewer system.



Navy response:

The text has been modified to read as follows –

*The portion of SWMU 38 (Sanitary and Storm Sewer System) on the Subject Property is transferable because it was designated Corrective Action Complete Without Controls by EPA in the Administrative Order on Consent (Consent Order) signed on 29 January 2007. This determination is contingent upon the Navy fully addressing any releases that may have impacted the sanitary and/or storm sewer systems as part of the corrective action(s) for releases from SWMUs 4, 12, 13 and 14, which are not in the vicinity of the Subject Property, and/or any other SWMU at the NAPR facility where releases may have impacted the sewer systems.*

4. Exhibit B (Vicinity Map) – the legend on the map needs to be modified to include a color key or symbol which clearly identifies those areas within the boundaries of Sale Parcel I that are not part of the “Subject Property” under the FOST. Also, the figure should be modified to show the approximate locations of SWMUs 26 and 63, which are wholly within the Subject Property, and those portions of SWMU 38 that transect the Subject Property.

Navy response:

The suggested edits to the Vicinity Map have been made. Because the scale of the map is not conducive to display SWMU 38 clearly along with the other SWMUs, a separate map has been inserted that shows the extent of sewer lines in the NAPR sale parcels.

5. Exhibit C (Parcel Maps):

- a. The legends on the Parcel Index maps should be modified to make clear that all areas labeled as having “cleanup remaining”, are not part of the Subject Property under the FOST.

Navy response:

Modification of the Parcel Index maps is not possible. These maps are from a previous report for which the electronic files are not readily available. We have added the following explanatory text to the Exhibit C cover sheet –

NOTE: The parcel maps in this exhibit are from the *Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico* (GMI, 2005).

*The areas shown on these maps as having “Cleanup Remaining” correlate to Area of Concern (AOC) F and Solid Waste Management Units (SWMUs) 1, 2, 54, 61 (shown as ECP 7), 62 (shown as ECP 8) and 71 (shown as ECP 17), and are not included in the Subject Property.*

*ECP 9 in Parcel 25 is now known as SWMU 63. The boundaries of the ECP, SWMU and AOC areas shown on these maps are approximate and have changed since the draft parcel map report was produced, thus they do not match*

the boundaries shown on the vicinity map (Exhibit B), which are also approximate. Furthermore, since the draft parcel map report was published, the northern boundary of Sub-Parcel 27 has been shifted approximately 700 feet to the south.

The survey maps in Exhibit D provide the final boundaries for the Subject Property.

- b. The outline of the parcels shown on certain of the Parcel Index maps in Exhibit C, for example the map of Parcel 25 (labeled "Parcel Index 25-3"), differ substantially from the depiction of the Sale Parcel I boundaries shown on the map given in Exhibit B (Vicinity Map). Please revise the Parcel Index maps in Exhibit C and/or the map in Exhibit B, so that the outlines of the individual sub-parcels shown in Exhibit C accurately reflect what is the intended Subject Property under this Draft FOST.

Navy response:

See response to Comment 5. a.

6. Please add footnotes to Table 2 (Solid Waste Management Units Summary and Status) of Exhibit E to indicate that:

- a. CAC means Corrective Action Complete determination; and

Navy response:

The word "determination" has been added to the definition for CAC in the footnotes of Table 2.

- b. The "CAC w/out controls" shown for SWMU 38 (Sanitary and Storm Sewer System) is contingent, under the 2007 RCRA Consent Order between the Navy and EPA, on the Navy fully addressing any releases that may have impacted the sanitary and/or storm water sewer system (i.e., SWMU 38) as a release(s) from either SWMUs 4, 12, 13 and 14, and/or from any other SWMU at the NAPR facility, where releases have impacted the sanitary and/or storm water sewer system.

Navy response:

This text has been added to the SWMU 38 description under the *Investigation and Remedial Action Summary and Status* column of Table 2.

7. References – January 2007 Administrative Order on Consent should be listed in the reference section.

Navy response:

The Consent Order has been added to the reference section.

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

**SALE PARCEL I - Bundy**

**NAVAL ACTIVITY PUERTO RICO  
CEIBA, PUERTO RICO**



**Prepared by:**

**Department of the Navy  
Base Realignment and Closure  
Program Management Office Southeast  
4130 Faber Place Drive, Suite 202  
North Charleston, South Carolina 29405**

April 2012

**FINDING OF SUITABILITY TO TRANSFER (Addendum)**  
**SALE PARCEL I- BUNDY**  
**NAVAL ACTIVITY PUERTO RICO**

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2.0 SUITABILITY DETERMINATION.....	2

**FINDING OF SUITABILITY TO TRANSFER (Addendum)**  
**SALE PARCEL I - BUNDY**  
**NAVAL ACTIVITY PUERTO RICO**

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**1.0     REVISIONS**

This document serves as an addendum to the *Finding of Suitability to Transfer, Sale Parcel I – Bundy, Naval Activity Puerto Rico* dated 24 January 2008. This document is being revised based on the recent completion of field activities and review of environmental restoration documentation for Solid Waste Management Unit (SWMU) 1, Former Army Cremator Disposal Site located on the subject property.

The following revisions should be made to the FOST in the sections outlined below

**Section 2.0 Description of Property**

Add the following paragraph:

Sub-parcel 25 now includes Conservation Zone (CZ) Parcel 69. This parcel was formerly part of the carve-out parcel SWMU 1. The survey map provided in Exhibit D Addendum provides the final boundaries for this sub-parcel.

**Section 3.0 Past Use and Proposed Reuse**

Add the following paragraph:

The property within CZ Parcel 69 will be transferred via a Public Benefit Conveyance to the Commonwealth of Puerto Rico Department of Natural Resources for reuse as a conservation area.

**Section 4.0 Environmental Findings**

Add the following paragraph:

**A. Hazardous Substance Contamination**

In the RCRA Consent Order, the property within CZ parcel 69 was part of SWMU 1, however subsequent field investigations and reporting have determined the property has not been impacted by the past storage, release, or disposal of hazardous substances and/or petroleum products.

**FINDING OF SUITABILITY TO TRANSFER (Addendum)  
SALE PARCEL I - BUNDY  
NAVAL ACTIVITY PUERTO RICO**

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**2.0 SUITABILITY DETERMINATION**

NOW THEREFORE, based on my review of the information contained in this FOST addendum, the notices discussed herein, and the restrictions and covenants that will be contained in the deed, the Subject Property is suitable for transfer.

30 April 2012

Date

James E. Anderson

JAMES E. ANDERSON

Director

BRAC Program Management Office Southeast  
North Charleston, South Carolina

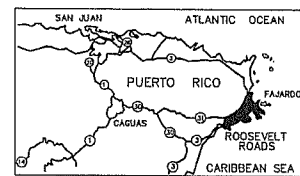
**FINDING OF SUITABILITY TO TRANSFER (Addendum)**  
**SALE PARCEL I - BUNDY**  
**NAVAL ACTIVITY PUERTO RICO**

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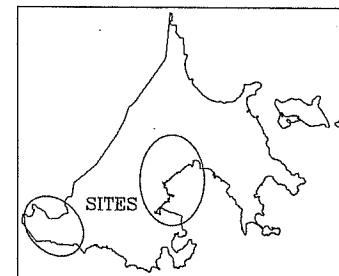
**Exhibit D**  
**(Addendum)**  
**Survey Maps**

# **SURVEY NOTES:**

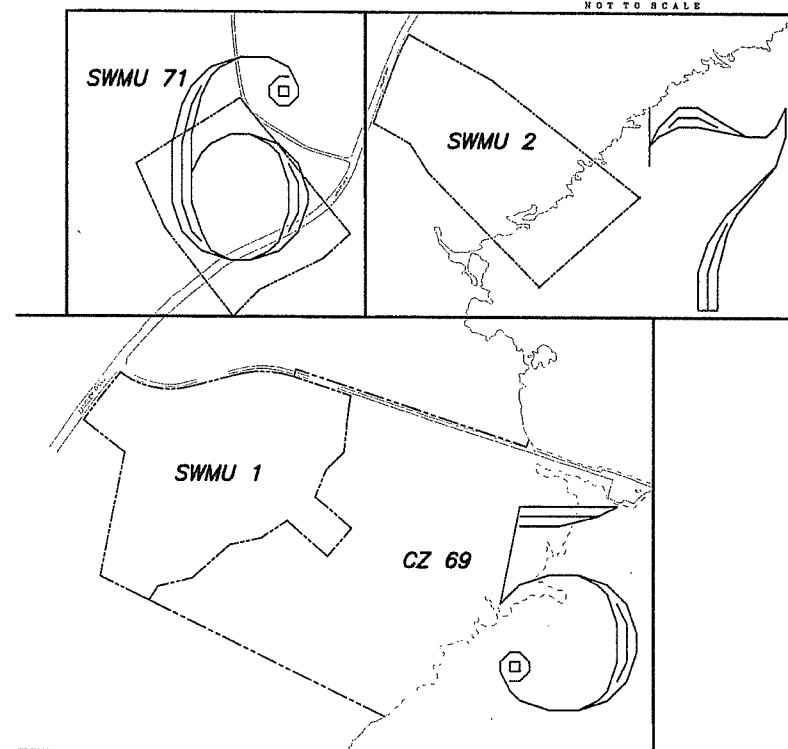
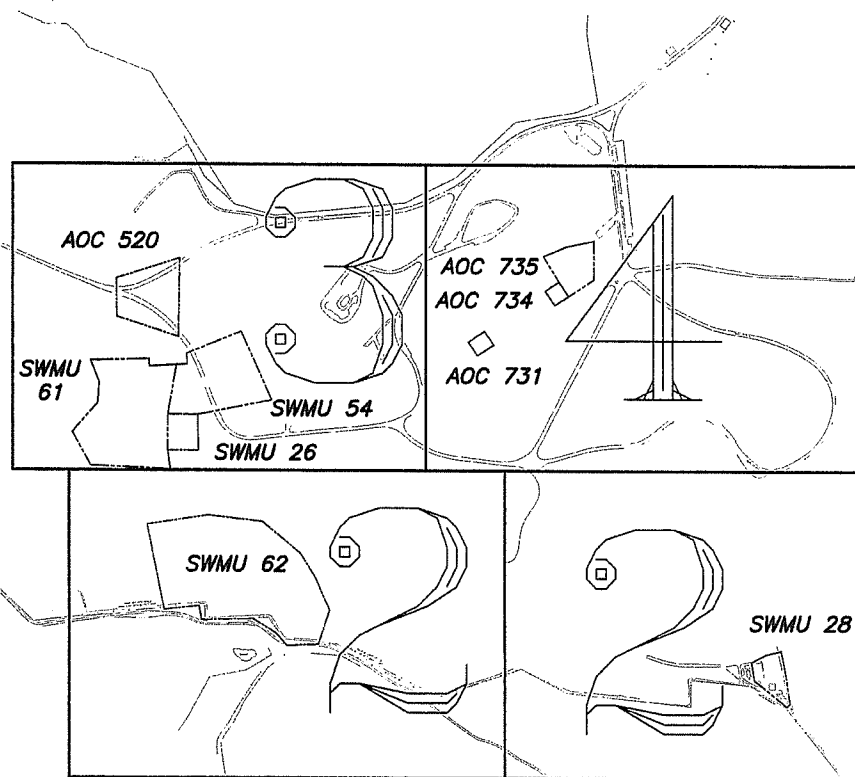
- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN 2006 AND 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAJA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/VIRGIN ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING DUAL FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PID A09997), FAJARDO (PID A09834), HUMACAO 2 (PID A09846) AND MT BRITTON (PID A09835).
- THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAT:  
A) PLAT TITLED "UNITES STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. NAVFAC DRAWING No. 4522920; DATED FEBRUARY 15, 2005.
- PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOGGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY: AERO-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY FLOWN FEBRUARY 1998.
- NOTE: THIS PLAT SHOWS EASEMENTS OF RECORD FOUND IN THE NAVY REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



**LOCATION MAP**  
NOT TO SCALE



**NAVAL ACTIVITY PUERTO RICO**  
NOT TO SCALE



**CERTIFICATION**



I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS FAITHFULLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE INVESTIGATIONS THAT HAD BEEN MADE BY ME.

Date: 1/25/2012

**LUIS BERRIOS MONTES**  
Surveyor License No. 8669

**LUIS BERRIOS MONTES**  
Professional Seal No. 8669  
Member No. 104-1055 (CIVIL) 104-1055  
P.O. Box 1000 San Juan, P.R. 00901

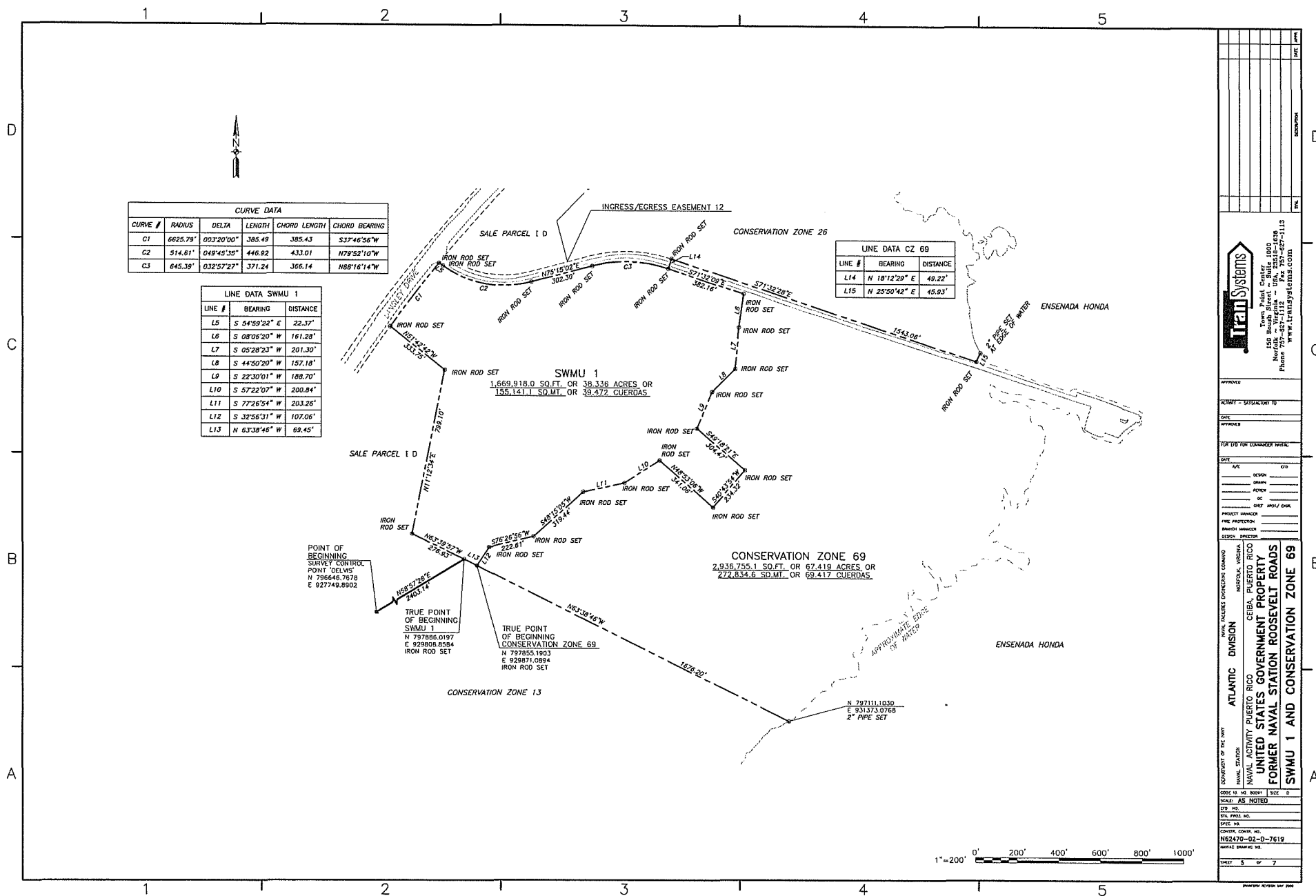


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NAVY FACILITIES DIVISION  
ATLANTIC DIVISION  
NAVAL ACTIVITY PUERTO RICO  
CEIBA, PUERTO RICO  
UNITED STATES GOVERNMENT PROPERTY  
FORMER NAVAL STATION ROOSEVELT ROADS  
SWMU/AOC SITES

CODE NO. 100011 SIZE D  
SCALE: AS NOTED  
DATE: 1/25/2012  
DRAWN BY: LBM  
CHECKED BY: LBM  
DATE: 1/25/2012  
SHEET 1 OF 7





**EXHIBIT "E"**

**DEPARTMENT OF DEFENSE INSTRUCTION 4165.72**

*JB  
MSB.*



# Department of Defense

## INSTRUCTION

NUMBER 4165.72  
December 21, 2007

USD(AT&L)

SUBJECT: Real Property Disposal

- References:
- (a) DoD Directive 4165.6, "Real Property," October 13, 2004
  - (b) DoD Directive 4275.5, "Acquisition and Management of Industrial Resources," October 6, 1980
  - (c) DoD Instruction 4165.69, "Realignment of DoD Sites Overseas," April 6, 2005
  - (d) DoD Directive 5110.4, "Washington Headquarters Services (WHS)," October 19, 2001
  - (e) through (v), see Enclosure 1

### 1. PURPOSE

This Instruction:

- 1.1. Implements policy and assigns responsibility pursuant to Reference (a) for the disposal of real property.
- 1.2. Re-delegates various statutory and regulatory authorities and responsibilities relating to real property disposal.

### 2. APPLICABILITY AND SCOPE

This Instruction:

2.1. Applies to the Office of the Secretary of Defense, the Military Departments (including their Reserve components), the Office of the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Office of the Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities in the Department of Defense (hereafter referred to collectively as the "DoD Components").

2.2. Applies to all DoD real property holdings except:

2.2.1. Civil works projects.

gco  
mfb

2.2.2. The acquisition and management of defense industrial plants that are governed by DoD Directive 4275.5 (Reference (b)).

2.3. Does not apply to DoD real property holdings:

2.3.1. Disposed of pursuant to a base closure law, except for paragraphs 5.1.2., 5.5., 5.8., 5.9., 5.10., and 5.11., which do apply.

2.3.2. Outside the United States with regard to those provisions of law not having extraterritorial application. (See DoD Instruction 4165.69 (Reference (c))).

### 3. DEFINITIONS

3.1. Consistent with DoD Directive 5110.4 (Reference (d)), for purposes of the Pentagon Reservation, Washington Headquarters Services shall be considered a Military Department and its Director the secretary thereof.

3.2. Other terms used in this Instruction are defined in Joint Publication 1-02 (Reference (e)) and section 101 of title 10, United States Code (U.S.C.) (Reference (f)).

### 4. RESPONSIBILITIES

4.1. The Under Secretary of Defense for Acquisition, Technology, and Logistics (USD(AT&L)) shall establish overarching guidance and procedures regarding the disposal of real property.

4.2. The Deputy Under Secretary of Defense for Installations and Environment (DUSD(I&E)), under the USD(AT&L):

4.2.1. Shall provide additional guidance and procedures for the implementation of DoD real property disposal policy and this Instruction.

4.2.2. Is hereby re-delegated, with authority to re-delegate, all those authorities and responsibilities delegated or re-delegated, as the case may be, to the USD(AT&L) under paragraph 5.1.3. of Reference (a) that relate to the disposal of real property.

4.3. The Secretaries of the Military Departments shall:

4.3.1. Establish programs and procedures to dispose of real property that conform with applicable law and the policies, guidance, and procedures provided by and pursuant to Reference (a) and this Instruction.

4.3.2. Accurately inventory and account for the real property under their jurisdiction, management, and control in accordance with DoD Instruction 4165.14 (Reference (g)).

4.4. The Heads of the DoD Components shall:

4.4.1. Ensure compliance with this Instruction.

4.4.2. Provide, within 45 days after a Military Department gives notice of the availability of real property for which a DoD Component has a requirement, a firm commitment to take real property accountability for the property in the case of a Military Department, or a firm commitment from a Combatant Command, Defense Agency, or DoD Field Activity that it requires the property and has secured the agreement of a Military Department to accept real property accountability for the property. A Combatant Command, Defense Agency, or DoD Field Activity that is supported by a specific Military Department for its real property requirements will communicate its requirements through that Military Department.

## 5. PROCEDURES

5.1. Disposal of Real Property. The programs of the Military Departments shall ensure that, after screening with the other DoD Components, real property for which there is no foreseeable military requirement, either in peacetime or for mobilization, and for which the Department of Defense does not have disposal authority, is promptly reported for disposal to the General Services Administration (GSA), or the Department of the Interior in the case of land withdrawals, in accordance with applicable regulations of those agencies.

5.1.1. Real property may be transferred, at no cost, among the Armed Forces, including the Coast Guard, pursuant to section 2696 of title 10, U.S.C. (Reference (h)). Subject to the authority, direction, and control of the Secretary of Defense with regard to the DoD Components, this transfer authority cannot be precluded, directly or indirectly, by any regulatory, program, or policy restrictions issued by any agency or official within the Executive Branch of the Federal Government.

5.1.2. Subject to Reference (h), ensure compliance with part 373 of title 40, Code of Federal Regulations (CFR), "Reporting Hazardous Substance Activity When Selling or Transferring Federal Real Property" (Reference (i)).

5.1.3. Subject to Reference (h), ensure compliance with the Federal Management Regulation (Reference (j)) dealing with real property disposal, part 102-75 of title 41, CFR.

5.1.4. Ensure compliance with chapter 6 of volume 4 of the DoD Financial Management Regulations, DoD 7000.14-R (Reference (k)) relating to valuation of property assets.

5.1.5. Until such time during the disposal process that GSA assumes such responsibility, the holding Military Department will ensure compliance with the McKinney-Vento Homeless Assistance Act, as amended, section 11411 of title 42, U.S.C., (Reference (l)) with regard to

identifying unutilized, underutilized, excess, or surplus property that may be suitable for use by the homeless.

5.1.6. Disposal of real property may include disposing of associated interests in real property such as authorized by section 2668a of title 10, U.S.C. (Reference (m)), including those needed to comply with the requirements of the National Historic Preservation Act, section 470 et seq. of title 16, U.S.C. (Reference (n)).

5.1.7. In the case of withdrawn lands not accepted back by the Department of the Interior, always address disposition of mineral rights during the disposal process. (See part 2720 of title 43, CFR (Reference (o))).

5.1.8. For granting uses of real property such as outgrants, see DoD Instruction 4165.70 (Reference (p)).

5.1.9. Before disposing of real property containing floodplains or wetlands, ensure compliance with Executive Orders 11988 and 11990 (References (q) and (r), respectively).

5.2. Mobilization Requirements. Real property may be held solely to meet a mobilization requirement.

5.2.1. Such property may be made available for interim use in one of the following ways, provided it will not involve modifying the property in a manner that would prevent its timely use in meeting its mobilization requirements:

5.2.1.1. By permit to another Government agency.

5.2.1.2. By outgranting by license, easement, or lease.

5.2.1.3. By declaring it as excess to GSA for disposal subject to adequate provisions for recapture in accordance with existing regulations, instructions, and statutes.

5.2.2. Any property subject to interim use in accordance with paragraphs 5.2.1.1. and 5.2.1.2. shall have a provision in the granting document requiring immediate return of the property, without cost to the Department of Defense, upon the demand of the holding Military Department, after it determines the property is required for mobilization.

5.3. Release of Reverter and Reuse Rights and of Covenants. The release of reverter and emergency reuse (recapture) rights and of covenants retained by the Government may be effected in response to a petition from the current owner to the Secretary of Defense through the original Federal grantor agency, such as the Departments of Interior, Health and Human Services, Housing and Urban Development, and Education; the Federal Aviation Administration; or GSA; if there is no current requirement for the right or covenant by any of the Military Departments.

5.3.1. Upon notification by DUSD(I&E) that such a petition has been received, the holding Military Department shall review:

5.3.1.1. In the case of reverter or reuse rights, plans covering contemplated use of the facility in light of the current and projected physical condition of the improvements.

5.3.1.2. In the case of a covenant, the original reason for the covenant, State regulatory concurrence if applicable, and changed circumstances.

5.3.2. The holding Military Department shall also notify the other DoD Components that the reverter or reuse rights it has reserved may be extinguished and request they provide, within 45 days, their objections, if any, to the release of such rights along with their rationale for objecting.

5.3.3. The holding Military Department:

5.3.3.1. If it was not the grantor agency, shall then make a recommendation to DUSD(I&E) as to whether the reverter or reuse rights or the covenant should be extinguished.

5.3.3.2. If it was the grantor agency and intends to extinguish the reverter or reuse rights or the covenant, shall advise DUSD(I&E) of its intention and wait 15 days before taking further action.

5.3.4. DUSD(I&E) shall, in the case of paragraph 5.3.3.1., then provide the position of the Department of Defense to the Federal grantor agency as to whether the reverter or reuse rights or the covenant should be extinguished.

5.4. Environmental Impacts. The holding Military Department shall accomplish any environmental analysis, including of the environmental condition of the property, required by law or its regulations prior to disposing of property, whether the disposal is done directly or by transfer to another agency for disposal or reuse.

5.5. Clauses Under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), section 9620(h) of title 42, U.S.C., (Reference (s)).

5.5.1. Reference (s) provides an exception to the prohibitions of the Anti-Deficiency Act by allowing the commitment of a future unfunded obligation, namely the potential return of the United States to conduct a remedial action on former DoD properties. The Department of Defense has no authority to increase or decrease the commitments directed to be provided by section 120(h).

5.5.2. Any deed transferring title to real property shall contain, to the extent they are required by law, the notices, descriptions, assurances, access rights, warranties, and covenants (collectively referred to as "120(h) clauses" in this Instruction) specified in Reference (s) as provided by this Instruction. The 120(h) clauses contained in this Instruction shall not be

inserted into any other real property transfer documents other than a deed transferring real property, nor shall any other versions of such clauses be inserted into such other documents.

5.5.2.1. Such 120(h) clauses:

5.5.2.1.1. Ensure compliance with Reference (s) when a DoD Component transfers real property to a non-Federal entity.

5.5.2.1.2. Provide uniformity in transaction documents.

5.5.2.1.3. Ensure the liability of the United States is not increased beyond that provided by law.

5.5.2.1.4. Ensure the commitments made by the United States to non-Federal recipients of DoD real property are not less than those required to be provided by Reference (s).

5.5.2.2. Such 120(h) clauses shall contain without change or limitation the applicable language provided in Enclosure 2. Changes or limitations to the language provided in Enclosure 2 are only authorized with the prior written approval of DUSD(I&E).

5.5.2.3. This paragraph 5.5. has limited application:

5.5.2.3.1. It addresses the provision of 120(h) clauses under Reference (s). It does not address all obligations under Reference (s). (See paragraph 5.1.2., for example.)

5.5.2.3.2. Not all property transfers are subject to this paragraph:

5.5.2.3.2.1. Only those transfers by deed (or other agreement in the case of section 120(h)(3)(C)(ii) assurances), i.e., transfer of title outside of the Federal Government, are subject to these 120(h) clauses. Leases and easements are not a transfer of title.

5.5.2.3.2.2. Only those transfers of title that occurred after the enactment of the relevant provisions of paragraphs 120(h)(3) and (4) of Reference (s) would be subject to its provisions relating to 120(h) clauses. For instance, a formerly used defense site transferred before the date of enactment of sections 120(h)(3) and (4) would not have had the 120(h) clauses provided in the deed.

5.5.2.4. No other 120(h) clauses, other than those provided in Enclosure 2, or changed or limited with the permission of DUSD(I&E) pursuant to paragraph 5.5.2.2., shall be used to comply with Reference (s). As a negotiated aspect of a business transaction, the Secretary concerned may agree to other deed provisions that are not inconsistent with the 120(h) clauses in Enclosure 2. Such negotiated provisions shall not increase or reduce the liability of the United States with regard to its section 120(h) obligations. Such negotiated provisions may include, for example, contractual transfer of responsibility for conducting the remedial action in instances of early transfer, contractual agreements relating to insurance to ensure performance of other contractual obligations, and environmental covenants or similar restrictions to ensure



viability of a remedy. As an aid in applying paragraph 5.5., Enclosure 3 contains a table providing a broad overview as to which 120(h) clauses should be used in various circumstances.

5.5.2.4.1. Property subject to paragraph 120(h)(3) of Reference (s). For property subject to paragraph 120(h)(3) of Reference (s), but excluding property subject to deferral under paragraph 120(h)(3)(C) of Reference (s), the following 120(h) clauses shall be used in the deed:

5.5.2.4.1.1. The appropriate option for the 120(h) clause found at paragraph E2.1.1. of Enclosure 2 entitled "Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))";

5.5.2.4.1.2. The appropriate option for the 120(h) clause found at paragraph E2.1.2. of Enclosure 2 entitled "Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II))";

5.5.2.4.1.3. The appropriate option for the 120(h) clause found at paragraph E2.1.3. of Enclosure 2 entitled "Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III))";

5.5.2.4.1.4. The 120(h) clause found at paragraph E2.1.4. of Enclosure 2 entitled "Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B))" [this 120(h) clause shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property]; and

5.5.2.4.1.5. The 120(h) clause found at paragraph E2.1.5. of Enclosure 2 entitled "Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)).

5.5.2.4.2. Property subject to paragraph 120(h)(3)(C) of Reference (s).

5.5.2.4.2.1. For property subject to paragraph 120(h)(3) of Reference (s) but where the requirement to provide the warranty under paragraph 120(h)(3)(A)(ii)(I) of Reference (s) has been deferred pursuant to paragraph 120(h)(3)(C) of Reference (s), the following 120(h) clauses shall be used in the deed (or other agreement addressing the response action assurances in the case of the 120(h) clause addressed in paragraph 5.5.2.4.2.1.5):

5.5.2.4.2.1.1. The appropriate option for the 120(h) clause found at paragraph E2.2.1. of Enclosure 2 entitled "Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))”;

5.5.2.4.2.1.2. The appropriate option for the 120(h) clause found at paragraph E2.1.2. of Enclosure 2 entitled “Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II))”;

5.5.2.4.2.1.3. The appropriate option for the 120(h) clause found at paragraph E2.1.3. of Enclosure 2 entitled “Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III))”;

5.5.2.4.2.1.4. The 120(h) clause found at paragraph E2.2.2. of Enclosure 2 entitled “Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B))” [this 120(h) clause shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property];

5.5.2.4.2.1.5. The 120(h) clause found at paragraph E.2.2.3. of Enclosure 2 entitled “Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii))”; and

5.5.2.4.2.1.6. The 120(h) clause found at paragraph E.2.1.5. of Enclosure 2 entitled “Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii))”.

5.5.2.4.2.2. When all response action necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer has been taken, the following 120(h) clauses shall be provided to the transferee in an appropriate document [these 120(h) clauses shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property]:

5.5.2.4.2.2.1. The appropriate option for the 120(h) clause found at paragraph E2.2.1. of Enclosure 2 entitled “Property Covered by Notice, Description, Assurances, Access Rights, and Warranty Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))”;

5.5.2.4.2.2.2. The 120(h) clause found at paragraph E2.2.4. of Enclosure 2 entitled “Warranty Pursuant to Section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii))”.

5.5.2.4.3. Property subject to paragraph 120(h)(4) of Reference (s). For property subject to paragraph 120(h)(4) of Reference (s), the following 120(h) clauses shall be used in the deed:

5.5.2.4.3.1. The appropriate option for the 120(h) clause found at paragraph E2.3.1. of Enclosure 2 entitled "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))";

5.5.2.4.3.2. The 120(h) clause found at paragraph E2.3.2. of Enclosure 2 entitled "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))"; and,

5.5.2.4.3.3. The 120(h) clause found at paragraph E2.3.3. of Enclosure 2 entitled "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))".

5.5.2.5. If a hazardous substance was not stored for one year or more, known to have been released, or disposed of on the parcel, but a petroleum product or its derivative is known to have been released or disposed of on the property, none of the 120(h) clauses under Reference (s) shall be provided.

5.5.2.6. To the extent a deed contains separately identified parcels at least one each of which is subject to any two or more of paragraphs 120(h)(3), 120(h)(3) with deferral, and 120(h)(4) of Reference (s), the deed shall separately designate those parcels under each of those three categories and provide the applicable 120(h) clauses in Enclosure 2 for each of those groupings.

5.5.2.7. Users of the 120(h) clauses found at paragraphs E2.1.2. and E2.1.3. of Enclosure 2 should note that they include the possibility of voluminous attachments. Since the transferee will pay the cost of recording, the transferee should be consulted before voluminous but not necessarily required attachments are included with the deed.

5.6. Release of Leaseholds. Excess leaseholds, if transferable, should be made available to other DoD Components and the Coast Guard as soon as possible.

5.6.1. Immediately upon a determination that a DoD leasehold is no longer required by the DoD Component, the DoD Component concerned shall send a notice of availability to the appropriate offices of the other DoD Components and the Coast Guard, provided the leasehold terms would not prevent their use of the leasehold and there is a reasonable useful life remaining.

5.6.2. Such notices shall include a physical description of the property, terms of the lease, surrender date, and date of contract renewal.

5.6.3. The DoD Component or Coast Guard interested in acquiring such an excess DoD leasehold shall assume responsibility for continuing the leasehold interest, including payment of all rents.

5.6.4. If no DoD or Coast Guard interest is expressed, the DoD Component shall advise GSA of any excess leasehold which has at least 9 months of beneficial occupancy remaining to permit Federal screening.

5.6.5. For GSA leaseholds occupied by DoD Components, the DoD Component will inform GSA as soon as the DoD Component becomes aware that it will no longer require the use of the GSA leasehold.

5.7. Excess Family Housing Units. A Report of Excess Real Property (Standard Form 118) (Reference (t)) to GSA covering mortgaged or unencumbered family housing and related land and improvements or unimproved land acquired for family housing purposes shall include the statement: "Net proceeds from the sale of family housing, including related land and improvements, shall be deposited in the Family Housing Account of the appropriate Military Department."

#### 5.8. Timberland

5.8.1. Under the authority of section 2665 of title 10, U.S.C. (Reference (u)), any forest products produced on land owned or leased by a Military Department may be sold without also selling the underlying land, provided, in the case of leased property, that the lease does not prohibit such sales. Since Reference (u) is used to dispose of the forest products, they are not declared excess under title 40, U.S.C., or its implementing regulations.

5.8.2. If forestlands are being considered for disposal, the forest resources should be evaluated to determine the feasibility of harvesting and sale of forest products before disposal of lands. This evaluation must consider the effects of harvesting on the future use and environmental quality of the property as well as its relative diminution of the property's fair market value. With respect to base realignment and closure property, the evaluation should also consider the impact of harvesting on the redevelopment plans of the local redevelopment authority. Planned harvesting may continue on land reported as excess until actual disposal or transfer, provided that the evaluation determines that harvesting and sale of forest products should proceed and any sales agreement does not provide otherwise.

#### 5.9. Property with Military Munitions

5.9.1. Real property known to contain or suspected of containing explosive or chemical agent hazards shall not be transferred out of DoD control (other than to the Coast Guard) unless appropriate protective measures have been taken to ensure the recipient of the property is both fully informed of the actual and potential hazards relating to the presence or possible presence of explosives or chemical agents and restrictions or conditions have been placed on the use of the property to avoid harm to users due to the presence of explosives or chemical agents. Appropriate notice requirements and restrictions on use will be submitted by the disposing

Component to the Department of Defense Explosives Safety Board for its approval prior to transfer. An outgrant such as a lease or permit may constitute transfer out of DoD control if the DoD Component does not retain sufficient control over the property to adequately manage exposure to explosive or chemical agent hazards.

5.9.2. Real property being transferred out of DoD control after explosive and chemical agent hazards have been addressed, but which is adjacent to property where such hazards have not been addressed, will have appropriate restrictions and reservations included in the transfer documents to ensure the use of the transferred property does not obstruct addressing the hazards on the adjacent property. DUSD(I&E), after consultation with the Department of Defense Explosives Safety Board, will provide model language for this purpose.

#### 5.10. Retention of Access Rights

5.10.1. Property disposed of but not subject to inclusion of clauses under Reference (s) or paragraph 5.5. should retain a right of entry onto the property for purposes of addressing the possibility of undiscovered contamination. For this purpose, the transfer document should contain a clause similar to or the same as the clause contained at paragraph E.2.3.3., although without including in the clause any reference to Reference (s).

5.10.2. Appropriate access rights should also be retained whenever other laws or provisions of the transfer document could generate an obligation or responsibility on the part of the United States requiring it to return to the property.

5.11. Indemnification Under Section 330 of the National Defense Authorization Act for Fiscal Year 1993 (Reference (v)), as amended. Reference (v) provides for indemnification of transferees of closing DoD properties under circumstances specified in that statute. The authority to implement this provision of law has been delegated by the Secretary of Defense to the General Counsel of the Department of Defense; therefore, this provision of law shall only be referred to or recited in any deed, sales agreement, bill of sale, lease, license, easement, right-of-way, transfer document for real or personal property, or cooperative agreement or grant after obtaining the written concurrence of the Deputy General Counsel (Environment and Installations), Office of the General Counsel, Department of Defense.

### 7. EFFECTIVE DATE

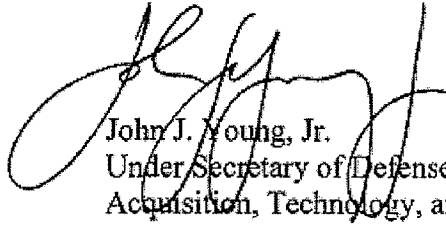
This Instruction is effective immediately.

### 8. RELEASABILITY

UNLIMITED. This Instruction is approved for public release. The DoD Components (to include the Combatant Commands), other Federal agencies, and the public may obtain copies of

*DoDI 4165.72, December 21, 2007*

this Instruction through the Internet from the DoD Issuances Web Site at  
<http://www.dtic.mil/whs/directives>.



John J. Young, Jr.  
Under Secretary of Defense for  
Acquisition, Technology, and Logistics

Enclosures - 3

- E1. References, continued
- E2. CERCLA 120(h) Clauses
- E3. Table of CERCLA 120(h) Clauses

E1. ENCLOSURE 1

REFERENCES, continued

- (e) Joint Publication 1-02, "Department of Defense Dictionary of Military and Associated Terms," as amended
- (f) Section 101 of title 10, U.S.C.
- (g) DoD Instruction 4165.14, "Real Property Inventory and Forecasting," March 31, 2006
- (h) Section 2696 of title 10, U.S.C.
- (i) Title 40, CFR, Part 373, "Reporting Hazardous Substance Activity When Selling or Transferring Federal Real Property," current edition
- (j) Title 41, CFR, Part 102-75, "Federal Management Regulation," current edition
- (k) DoD 7000.14-R, "DoD Financial Management Regulations," current edition
- (l) Section 11411 of title 42, U.S.C., "McKinney Vento Homeless Assistance Act"
- (m) Section 2668a of title 10, U.S.C.
- (n) Section 470, et seq., of title 16, U.S.C., "The National Historic Preservation Act"
- (o) Title 43, CFR, Part 2720, "Conveyance of Federally-Owned Mineral Interests," current edition
- (p) DoD Instruction 4165.70, "Real Property Management," January 6, 2005
- (q) Executive Order 11988, "Floodplain Management," May 24, 1977
- (r) Executive Order 11990, "Protection of Wetlands," May 24, 1977
- (s) Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (Section 9620(h) of title 42, U.S.C.)
- (t) Report of Excess Real Property (Standard Form 118)
- (u) Section 2665 of title 10, U.S.C.
- (v) Section 330 of Public Law 102-484, "The National Defense Authorization Act for Fiscal Year 1993"

**E2. ENCLOSURE 2**

**CERCLA 120(h) CLAUSES**

**TEXT OF CLAUSES PROVIDED PURSUANT TO SECTION 120(h) OF CERCLA  
(Reference (s))**

**[USER NOTE: UPON USE, DELETE MATERIAL IN SQUARE BRACKETS. THE MATERIAL IN BOLD CURLY BRACKETS IS TO BE FILLED IN OR A SELECTION MADE.]**

**E2.1—DEPARTMENT OF DEFENSE UNIFORM NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3))**

**E2.1.1. “\_\_\_ . Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):**”

**[OPTION #1: FOR USE WHERE THE 120(h) CLAUSES ONLY APPLY TO CERTAIN PARCELS OF THE TOTAL PROPERTY.]**

“For parcels \_\_\_\_\_ of the property, the Grantor provides the following notice, description, and covenants and retains the following access rights:”

**[OPTION #2: FOR USE WHERE THE 120(h) CLAUSES APPLY TO THE ENTIRE PROPERTY.]**

“For the property, the Grantor provides the following notice, description, and covenants and retains the following access rights:”

**E2.1.2. “\_\_\_ . Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):**”

**[OPTION #1: FOR LENGTHY NOTICES, SET FORTH THE DETAILED INFORMATION IN AN EXHIBIT TO THE DEED AND INCORPORATE IT BY THIS REFERENCE.]**

“Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Exhibit \_\_\_, attached hereto and made a part hereof.”

**[OPTION #2: FOR BRIEF NOTICES, SET FORTH THE DETAILED INFORMATION IN THE NOTICE ITSELF.]**



“Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that {INSERT DESCRIPTION OF TYPE, QUANTITY, AND LOCATION OF HAZARDOUS SUBSTANCES} {was/were} {stored/released/disposed of} on the property on or about {INSERT DATES IF KNOWN FOR SUCH STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES}.”

**E2.1.3. “\_\_\_\_. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)).”**

**[OPTION #1: FOR LENGTHY DESCRIPTIONS, SET FORTH THE DETAILED INFORMATION IN AN EXHIBIT TO THE DEED AND INCORPORATE IT BY THIS REFERENCE.]**

“Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Exhibit \_\_, attached hereto and made a part hereof.”

**[OPTION #2: FOR BRIEF DESCRIPTIONS, SET FORTH THE DETAILED INFORMATION IN THE NOTICE ITSELF.]**

“Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a remedial action consisting of {FILL IN DESCRIPTION OF THE REMEDIAL ACTION} has been taken on the property.”

**E2.1.4. “\_\_\_\_. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)).”**

“Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that—

“(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

“(b) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.”

**E2.1.5. “\_\_\_ . Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):**

“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 a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action 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 or employee 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.”

**E2.2—DEPARTMENT OF DEFENSE UNIFORM 120(h) CLAUSES FOR SECTION 120(h)(3)(C)(iii) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3)(C)(iii))**

**E2.2.1. “\_\_\_ . Property Covered by Notice, Description, Assurances, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):**”

**[OPTION #1: FOR USE WHERE THE 120(h) CLAUSES ONLY APPLY TO CERTAIN PARCELS OF THE TOTAL PROPERTY.]**

“For parcels \_\_\_\_\_ of the property, the Grantor provides the following notice, description, assurances, and covenants and retains the following access rights:”

**[OPTION #2: FOR USE WHERE THE 120(h) CLAUSES APPLY TO THE ENTIRE PROPERTY.]**

“For the property, the Grantor provides the following notice, description, assurances, and covenants and retains the following access rights:”

**E2.2.2. “\_\_\_\_. Covenant Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):**

“Pursuant to section 120(h)(3)(A)(ii)(II) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the United States warrants that any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.”

**E2.2.3. “\_\_\_\_. Assurances Pursuant to Section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)):**

“Pursuant to section 120(h)(3)(C)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(ii)), the United States provides the following response action assurances:

{(1) INSERT DESCRIPTION AND ASSURANCE OF ANY NECESSARY RESTRICTIONS ON THE USE OF THE PROPERTY TO ENSURE THE PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT;

(2) INSERT DESCRIPTION AND ASSURANCE OF ANY RESTRICTIONS ON USE NECESSARY TO ENSURE THAT REQUIRED REMEDIAL INVESTIGATIONS, RESPONSE ACTION, AND OVERSIGHT ACTIVITIES WILL NOT BE DISRUPTED;

(3) INSERT ASSURANCE THAT ALL NECESSARY RESPONSE ACTION WILL BE TAKEN AND IDENTIFY THE SCHEDULES FOR INVESTIGATION AND COMPLETION OF ALL NECESSARY RESPONSE ACTION AS APPROVED BY THE APPROPRIATE REGULATORY AGENCY; AND

(4) INSERT ASSURANCE THAT THE DoD COMPONENT WILL SUBMIT A BUDGET REQUEST TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET THAT ADEQUATELY ADDRESSES SCHEDULES FOR INVESTIGATION AND COMPLETION OF ALL NECESSARY RESPONSE ACTION, SUBJECT TO CONGRESSIONAL AUTHORIZATIONS AND APPROPRIATIONS.}”

**[USER NOTE: THE FOLLOWING 120(h) CLAUSE GRANTED PURSUANT TO SECTION 120(h)(3)(C)(iii) IS GRANTED WHEN ALL RESPONSE ACTION NECESSARY TO PROTECT HUMAN HEALTH AND THE ENVIRONMENT WITH RESPECT TO ANY SUBSTANCE REMAINING ON THE PROPERTY ON THE DATE OF TRANSFER HAS BEEN TAKEN:]**

**E2.2.4. “\_\_\_ . Warranty Pursuant to Section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)):**

“Pursuant to section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer has been taken.”

**E2.3—DEPARTMENT OF DEFENSE UNIFORM 120(h) CLAUSES FOR SECTION 120(h)(4) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(4))**

**E2.3.1. “\_\_\_ . 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)):**”

**[OPTION #1: FOR USE WHERE THE 120(h) CLAUSES ONLY APPLY TO CERTAIN PARCELS OF THE TOTAL PROPERTY.]**

“For parcels \_\_\_\_\_ of the property, the Grantor provides the following covenants and retains the following access rights:”

**[OPTION #2: FOR USE WHERE THE 120(h) CLAUSES APPLY TO THE ENTIRE PROPERTY.]**

“For the property, the Grantor provides the following covenants and retains the following access rights:”

**E2.3.2. “\_\_\_ . 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.”

**E2.3.3. “\_\_\_ 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.”

E3. ENCLOSURE 3

Table of CERCLA 120(h) Clauses

Categories of CERCLA 120(h) clause requirements:		
120(h)(3) <sup>1</sup>	120(h)(3)(C)	120(h)(4)
Applicable clauses for each category:		
E2.1.1.	E2.2.1.	E2.3.1.
E2.1.2.	E2.1.2.	E2.3.2.
E2.1.3.	E2.1.3.	E2.3.3.
E2.1.4. <sup>2</sup>	E2.2.2. <sup>2</sup>	
E2.1.5.	E2.2.3.	
	E2.1.5.	
	After all response actions have been taken:	
	E2.2.1. <sup>2</sup>	
	E2.2.4. <sup>2</sup>	

<sup>1</sup> But excluding those properties subject to deferral under paragraph 120(h)(3)(C).

<sup>2</sup> These clauses shall not be provided in any case in which the person or entity to whom the real property is transferred is a potentially responsible party with respect to such property.