

-----NUMBER TWENTY FOUR (24)-----

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

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

-----LUC PARCEL TWO (2)-----

---At San Juan, Puerto Rico, this twenty sixth (26th) day
of January, Two Thousand Twelve (2012).-----

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

---HÉCTOR F. LEBRÓN GONZÁLEZ, Attorney at Law and
Notary Public in and for the Commonwealth of Puerto
Rico, with residence in Guaynabo, Puerto Rico and
offices located at Suite Four Hundred Three (403),
Two Two One (221) Plaza, Two Two One (221) Ponce de
León Avenue, 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 (18th), Two Thousand Six
(2006).-----

---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 Acting Executive Director, Jaime López Diaz, of legal age, married and resident of San Juan, Puerto Rico, as authorized by the Resolution Approving the Economic Development Conveyance Memorandum of Agreement Between the United States of America Acting by and Through the Navy and the Local Redevelopment Authority for Naval Station Roosevelt Roads signed on December twentieth (20th) two thousand eleven (2011) certified by Certificate of Resolution authorized by the Secretary of the Board of Directors, Robert Báez, on January twentieth (20th) of the year two thousand twelve (2011), under affidavit number two thousand four hundred and sixty nine (2469).-----

---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 January twenty fifth (25th), Two Thousand Twelve (2012), 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 Jaime López Díaz, as its Acting 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:-----

-----LUC PARCEL TWO (2)-SWMU THIRTEEN (13)-----
---RURAL: Parcel of land identified as SWMU Thirteen (13), situated in the Wards of Machos and Guayacán, Municipality of Ceiba, Puerto Rico, containing an area of five thousand five hundred ninety five square meters and eight hundred seventeen thousandths of a square meter (5,595.817 s.m.); equivalent to one cuerda and four hundred twenty four thousandths of a cuerda (1.424 cuerdas); bounded on the NORTH, SOUTH, EAST and WEST by lands of the principal estate from which it is segregated, property of the United States of America.---

---The Property was segregated from the Consolidated Parcel created by virtue of Deed of Consolidation Deed Number One (1), executed on the Twenty-fifth (25th) day of January, Two Thousand Twelve (2012), before Notary Public Eduardo Tamargo, pending presentation at the Registry of the Property, Fajardo Section.-----

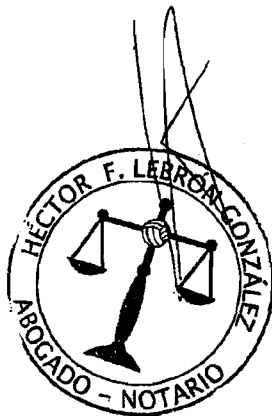
---THIRD: The Grantor acquired title to the Property by virtue of segregation.-----

---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 right, 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



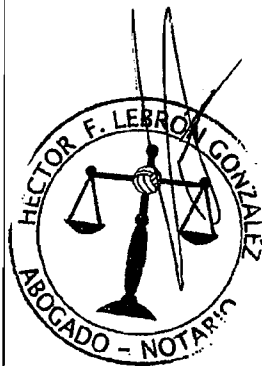
laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.-----

---EIGHT: The Quitclaim consists of thirteen (13) pages. Appended thereto are seven (7) 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 signs 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.-----



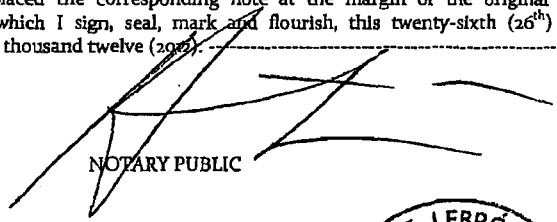
---Signed: GREGORY CHARLES PRESTON, JAIME LOPEZ DIAZ. -----

---Signed, sealed, marked and flourished: HECTOR F. LEBRON GONZALEZ. -----

---Here appear the corresponding internal revenue stamps and the notarial stamp tax duly canceled with the notarial seal; which also appear. The initials of the appearing parties and the sign and seal of the Notary appear at the margin of each folio of the original of this document and the signatures of the appearing parties appear at the end of said original. -----

---I, the Notary CERTIFY that: the foregoing is a true, correct and exact copy of the original deed which under number TWENTY FOUR (24) appears in my protocol of public instruments for the current year, consisting of FIVE (5) folios; there are the corresponding internal revenue stamps and notarial stamp canceled with the notarial seal on the last page of the original of the deed; that the initials of the appearing parties appear at the margin of each page of the original of this deed and the signatures of the appearing parties appear at the end of said original deed; that the seal and flourish of the notary appear on every page of the original of this deed and his signature, seal, mark and flourish appear on the last page of it, and issue this FIRST certified copy hereof to JAIME LOPEZ DIAZ. -----

---I have placed the corresponding note at the margin of the original of this document, which I sign, seal, mark and flourish, this twenty-sixth (26th) day of January, two thousand twelve (2012). -----


NOTARY PUBLIC



QUITCLAIM DEED
LUC PARCEL 2 (SWMU 13)

1 THIS INDENTURE ("Quitclaim Deed") is made the 25th day of January 2012 between
2 **United States of America**, acting by and through the Secretary of the Navy, NAVFAC Base
3 Closure Program Management Office Southeast, Charleston, South Carolina, hereinafter referred
4 to as "GOVERNMENT," and **Local Redevelopment Authority for Naval Station Roosevelt**
5 **Roads**, a government instrumentality of the Commonwealth of Puerto Rico ("Commonwealth"),
6 created, operated, and existing under and by virtue of the laws of the Commonwealth, and
7 designated by the Commonwealth and the Office of Economic Adjustment on behalf of the
8 Secretary of Defense as the public agency to plan, promote, and implement the redevelopment
9 of the former Naval Station Roosevelt Roads, hereinafter referred to as "GRANTEE." It is based
10 upon the following facts:

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13 **Recitals**
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16 A. Pursuant to Section 8132 of the Department of Defense Appropriations Act for
17 Fiscal Year 2004 (Public Law No. 108-87; the "Appropriations Act"), the GOVERNMENT was
18 directed to close Naval Station Roosevelt Roads, Puerto Rico ("NSRR") no later than six (6)
19 months after the enactment of the Appropriations Act, and to do so pursuant to the procedures
20 and authorities contained in the Defense Base Closure and Realignment Act of 1990, as amended
21 (title XXIX of Public Law No. 101-510, 10 U.S.C. § 2687 note; the "Base Closure Act").
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24 B. Pursuant to the power and authority provided by Section 2905(b)(4) of the Base
25 Closure Act and the implementing regulations of the Department of Defense (32 C.F.R. Part
26 174), the GOVERNMENT is authorized to convey surplus property at a closing installation to a
27 local redevelopment authority for economic development purposes.
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30 C. On August 30, 2006, the Office of Economic Adjustment of the Department of
31 Defense recognized the GRANTEE, also known as the Portal del Futuro Authority and the
32 Roosevelt Roads Naval Base Lands and Facilities Redevelopment Authority, as the local
33 redevelopment authority for purposes of implementing the local redevelopment plan at NSRR.
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LUC Parcel 2 Deed

Page 2.

1 D. GRANTEE, by application dated 17 December 2010, requested an "Economic
2 Development Conveyance" ("EDC") of a portion of the surplus property comprised of
3 approximately 1370.20 acres of the former Naval Station Roosevelt Roads, Ceiba, Puerto Rico.
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6 E. The GRANTEE's EDC application was accepted by the GOVERNMENT on 16
7 September 2011.
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10 F. The GOVERNMENT and the GRANTEE executed an Economic Development
11 Conveyance Memorandum of Agreement on December 20, 2011 ("EDC Agreement") detailing
12 the specifics of the transfer of property under the Government-approved EDC, including the
13 consideration to be paid by the GRANTEE to the GOVERNMENT for such transfer.
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16 G. GRANTEE hereby offers consideration in the amount set forth in the EDC
17 Agreement, plus other good and valuable consideration, to it in hand paid by GRANTEE, the
18 receipt of which is hereby acknowledged; and GOVERNMENT has granted, bargained, sold,
19 and released and by these presents does grant, bargain, sell, and release unto the said
20 GRANTEE, its successors, and assigns, all right title and interest in and to that certain parcel of
21 real property at the former NSRR and identified as "LUC Parcel 2", by the NSRR Disposal Map
22 attached hereto and made a part hereof as **Exhibit "A."**
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25 **NOW THEREFORE**, by the acceptance of this Quitclaim Deed or any rights hereunder,
26 the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the property
27 transferred by this Quitclaim Deed is accepted subject to the following terms, restrictions,
28 reservations, covenants, and conditions set forth below, which shall run with the land, provided
29 that the property transferred hereby may be successively transferred only with the proviso that
30 any such subsequent transferee assumes all of the obligations imposed upon the GRANTEE by
31 the provisions of this Quitclaim Deed with respect to the property being transferred.
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34 **IN CONSIDERATION OF THE FOREGOING**, of the terms and conditions set forth
35 below and of other good and valuable consideration (the receipt and adequacy of which, as
36 consideration, the parties hereto both acknowledge), the parties hereto, intending to be legally
37 bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.
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Conveyance Language

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4 GOVERNMENT does hereby, subject to any easements and encumbrances of record and
5 subject to the reservations, exceptions, notices, covenants, conditions, and restrictions expressly
6 contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE, its heirs,
7 successors, and its assigns, without any warranty, express or implied, as to the quantity or quality
8 of GOVERNMENT's title (except such warranties as are specifically set forth herein, required
9 by 42 U.S.C. § 9620(h)(3), or otherwise required by law), all GOVERNMENT's right, title, and
10 interest in that certain real property, comprising 1.3828 acres or 1.424 cuerdas in size
11 (collectively, "PROPERTY"), including, but not limited to the underlying estate, buildings,
12 structures, and improvements situated or installed thereon, commonly known as and referred to
13 herein as LUC Parcel 2, more fully described on the documents attached to this Quitclaim Deed
14 and incorporated herein as **Exhibit "B"**.


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17 TOGETHER WITH all and singular the ways, waters, water-courses, driveways, rights,
18 hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining,
19 and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title,
20 interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or
21 otherwise howsoever, of, in, and to the same and every part thereof, and
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23


24 TO HAVE AND TO HOLD the said lots or pieces of ground above described, the
25 hereditaments and premises hereby granted, or mentioned and intended so to be, with the
26 appurtenances, unto the said GRANTEE, its heirs, its successors, and its assigns, and subject to
27 the reservations, restrictions, and conditions set forth in this instrument, to and for the only
28 proper use and behalf of the said GRANTEE, its heirs, its successors, and its assigns forever.
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Special Sections

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34 **I. Access Easements:** GRANTEE, upon acceptance of the PROPERTY, shall enjoy the
35 right and use of, and GRANTOR hereby assigns to GRANTEE, GRANTEE's interest in that
36 certain non-exclusive easement(s) constituted by public deed number five hundred, seventy-five
37 (575), executed on October 8th, 2010 for the benefit of the GOVERNMENT, its successors, and
38 assigns, all as illustrated by **Exhibit "C"**.
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Environmental Notices for the Property

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4 **II. Notice of Environmental Condition:** Information concerning the environmental
5 condition of the PROPERTY is contained in the document known as the **Finding of Suitability**
6 **to Transfer** for Sale Parcel III - Forrestal dated 2 February 2009 and the **Addendum** dated
7 December 2011 (collectively, the "FOST"), which is attached hereto and made a part hereof as
8 **Exhibit "D"** and incorporated herein by reference, and the receipt of which is hereby
9 acknowledged by the GRANTEE. An **Environmental Condition of Property (ECP)** report is
10 referenced in the FOST; the FOST and ECP reference environmental conditions on the
11 PROPERTY. Those restrictions and environmental conditions described in the FOST and ECP
12 which are applicable to the PROPERTY are contained in this Quitclaim Deed. The FOST sets
13 forth the basis for the GOVERNMENT's determination that the PROPERTY is suitable for
14 transfer. Together, the ECP, and FOST contain all pertinent information currently known by
15 GOVERNMENT as to the environmental condition of the PROPERTY. GRANTEE hereby
16 acknowledges that it has been provided copies of the ECP and FOST. The specific
17 environmental conditions described in the FOST and ECP, which are applicable to the
18 PROPERTY, are contained in this Quitclaim Deed. 

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21 **III. CERCLA Covenants:** Pursuant to Section 120(h)(3)(A)(ii) and (B) of the
22 Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.
23 Section 9620(h)(3)(A)(ii) and (B)), the United States warrants that: 

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25 1. All remedial action necessary to protect human health and the environment with
26 respect to any hazardous substances identified pursuant to Section 120(h)(3)(A)(i)(I) of the
27 Comprehensive Environmental Response, Compensation and Liability Act of 1980 remaining on
28 the PROPERTY has been taken before the date of this deed, and

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30 2. Any additional remedial action found to be necessary after the date of this deed shall
31 be performed by the United States.

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34 **IV. Reservation of Access as Required by 42 U.S.C. §9620(h)(3)(A)(iii):** The United
35 States retains and reserves a perpetual and assignable easement and right of access on, over, and
36 through the PROPERTY, to enter upon the PROPERTY in any case in which an environmental
37 response or corrective action is found to be necessary on the part of the United States, without
38 regard to whether such environmental response or corrective action is on the PROPERTY or on
39 adjoining nearby lands. Such easement and right of access includes, without limitation, the right
40 to perform any environmental investigation, survey, monitoring, sampling, testing, drilling,
41 boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities,
42 response action, corrective action, or any other action necessary for the United States to meet its
43 responsibilities under applicable laws and as provided for in this instrument. Such easement and

LUC Parcel 2 Deed

Page 5.

1 right of access shall be binding on the GRANTEE and its successors and assigns and shall run
2 with the land.

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5 In exercising such easement and right of access, the United States shall provide the GRANTEE
6 or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon
7 the PROPERTY and exercise its rights under this clause, which notice may be severely curtailed
8 or even eliminated in emergency situations. The United States shall use reasonable means to
9 avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and
10 assigns' quiet enjoyment of the PROPERTY. At the completion of work, the work site shall be
11 reasonably restored. Such easement and right of access includes the right to obtain and use utility
12 services, including water, gas, electricity, sewer, and communications services available on the
13 PROPERTY at a reasonable charge to the United States. Excluding the reasonable charges for
14 such utility services, no fee, charge, or compensation will be due the GRANTEE, nor its
15 successor and assigns; for the exercise of the easement and right of access hereby retained by the
16 United States.

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19 In exercising such easement and right of access, neither the GRANTEE nor its successors and
20 assigns, as the case may be, shall have any claim at law or equity against the United States or any
21 officer, employee, agent, contractor of any tier, or servant of the United States based on actions
22 taken by the United States or its officers, employees, agents, contractors of any tier, or servants
23 pursuant to and in accordance with this clause; Provided, however, that nothing in this paragraph
24 shall be considered as a waiver by the GRANTEE and its successors and assigns of any remedy
25 available to them under the Federal Tort Claims Act.

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28 **V. Notice Of Hazardous Substance Activity in accordance with 42 U.S.C.**
29 **§9620(h)(3)(A)(i):** Exhibit "E" to this Quitclaim Deed provides information as to those
30 hazardous substances which it is known, based upon GOVERNMENT's complete search of its
31 files, were stored for one (1) year or more, or were released or disposed of on the PROPERTY.
32 The information contained in Exhibit "E" is required under 42 U.S.C. § 9620(h)(3)(A)(i), and
33 implementing EPA regulations at Title 40, Code of Federal Regulations, Part 373.

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36 **VI. Grantee Notice Requirement Regarding Future Sale or Assignment:** In accordance
37 with that certain RCRA 7003 Administrative Order on Consent (EPA Docket No. RCRA-02-
38 2007-7301) ("Order"), and for as long as such Order is in effect, GRANTEE, on behalf of its
39 heirs, successors and assigns, covenants that it shall provide written notice to the
40 GOVERNMENT of any subsequent sale or assignment of the PROPERTY, or any portion
41 thereof, and provide contact information concerning the new owner or assignee. The following
42 is the point of contact for notice to the GOVERNMENT:

LUC Parcel 2 Deed

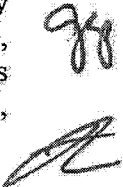
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Director
NAVFAC BRAC Program Management Office SE
4130 Faber Place Drive
Suite 202
North Charleston, SC 29405

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

VII. Presence of PCBs: GRANTEE acknowledges that fluorescent light fixture ballasts located within improvements on the PROPERTY may contain PCBs. Prior to beginning any maintenance, alterations, demolition, restoration, or construction work affecting improvements, GRANTEE must determine if PCB ballasts are present. If present, PCB ballasts and/or fixtures must be disposed of properly at GRANTEE's expense, in accordance with all applicable Federal, Commonwealth and local laws and regulations.



VIII. Covenant and Restriction regarding Non-residential Use: GRANTEE hereby covenants, on behalf of itself, its successors, and its assigns, that no permanent residences shall be constructed or otherwise developed on the PROPERTY, and that no portion of the PROPERTY shall be used as a permanent residence. Any removal of soils, foundations, paving, or underground utilities shall be in accordance with applicable legal requirements.

IX. Covenant and Restriction regarding Remedial Systems Non-interference Controls: GRANTEE covenants that it shall not undertake and shall require its lessees and licensees to not undertake any activity on the PROPERTY which would interfere with the ready use or effectiveness of, or otherwise cause any damage to, all existing and any future groundwater monitoring or extraction wells or remedial systems (including pumps, wells, piping, utilities and associated appurtenances) installed by the GOVERNMENT on the PROPERTY, provided GOVERNMENT provides written notice to GRANTEE of their existence and location thereof, until such wells or systems are no longer needed for environmental investigation and/or remediation, as reasonably determined by GOVERNMENT with the concurrence of EPA. Such wells or remedial systems and their associated appurtenances shall be decommissioned, closed or removed by GOVERNMENT in accordance with applicable Federal, Commonwealth and local laws at GOVERNMENT's expense.

LUC Parcel 2 Deed

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1 **X. Covenant and Restriction regarding Annual Inspections:** GRANTEE covenants that
2 it or its designee shall perform annual inspections of the PROPERTY to ensure that all land use
3 controls, as hereinafter set forth, are being complied with and provide a written certification to
4 the GOVERNMENT certifying such compliance, for as long as land use controls are required on
5 the PROPERTY. Such annual certifications shall be provided using the form attached hereto as
6 **Exhibit "F"** or similar form as may later be approved by EPA.

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9 **XI. Notice of Resource Conservation and Recovery Act (RCRA) Order Compliance:**
10 GRANTEE, its successors and assigns, hereby covenants that it shall not undertake, and shall
11 require its lessees and licensees to not undertake, any activity on the PROPERTY which is not
12 consistent with the RCRA Administrative Order on Consent between EPA and the
13 GOVERNMENT or any activity which would interfere with the GOVERNMENT'S ability to
14 comply with said Order or any provision thereof, as currently in effect or as may later be
15 modified from time to time by EPA. GRANTEE acknowledges that the GOVERNMENT has
16 provided a copy of the current RCRA Order to GRANTEE for its review and information and
17 that GRANTEE will, in turn, provide a copy of the same to each of its successors and assigns to
18 the PROPERTY for their information and required compliance with this provision.

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21 **XII. Release of Environmental Conditions and/or Grantee Covenants:** GOVERNMENT
22 shall consider a request to release the environmental conditions and GRANTEE covenants
23 related to the PROPERTY only with EPA concurrence. GOVERNMENT shall respond
24 promptly and in good faith to any written request by the GRANTEE, its successors or assigns
25 that the GOVERNMENT extinguish, release or otherwise modify any of the environmental
26 conditions or GRANTEE covenants because of full satisfaction of the essential purposes thereof,
27 or achievement of remedial goals. Any such request must include a letter from EPA, or other
28 suitable documentation from EPA, stating that site rehabilitation with respect to environmental
29 conditions on the PROPERTY has been achieved and no further remedial action is required.

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32 **XIII. Development, Improvement or Maintenance of Land Restricted by Environmental**
33 **Conditions, Covenants or Land Use Controls:** In the event the GRANTEE, its successors and
34 assigns desires to develop, improve, use, or maintain the PROPERTY in a manner that is
35 restricted or prohibited by the Environmental Conditions, Covenants or Land Use Controls
36 contained within this Quitclaim Deed, the GRANTEE, its successors and assigns shall provide
37 the GOVERNMENT with a written request seeking approval for the requested activity.
38 GOVERNMENT shall respond to these written requests promptly and in good faith PROVIDED
39 the request includes both a full description of the proposed work, including but not limited to the
40 actual work plan maps, drawings and specifications, AND documentation from EPA is furnished
41 indicating that EPA has reviewed the proposed development, improvement, or maintenance
42 activity and does not object thereto.
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2 **XIV. Non-interference with Navigable Airspace:** The GRANTEE covenants for itself,
3 successors, and assigns, and every successor in interest to the PROPERTY herein described, or
4 any part thereof, that any construction or alteration is prohibited unless a determination of no
5 hazard to air navigation is issued by the Federal Aviation Administration in accordance with
6 Title 14, Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace",
7 or under the Authority of the Federal Aviation Act of 1958, as amended.

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10 **XV. Protection of Archeological Resources:** The GRANTEE shall monitor for
11 archeological artifacts during its construction activities and shall take appropriate action should
12 any artifacts be discovered in accordance with the Memorandum of Agreement between the
13 United States Navy and the Puerto Rico Historic Preservation Officer concerning the disposal of
14 Naval Activity Puerto Rico executed September 28, 2011.

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17 **XVI. Protection of Wetlands:** The GRANTEE is hereby notified that the PROPERTY may
18 contain wetlands. Wetland activities such as filling, draining or altering are regulated by Federal
19 laws. Section 404 of the Clean Water Act (CWA) establishes a program to regulate the
20 discharge of dredged or fill material into waters of the United States, including wetlands.
21 Activities in waters of the United States regulated under this program include fill for
22 development, water resource projects (such as dams and levees), infrastructure development
23 (such as highways and airports) and mining projects.

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26 **GENERAL PROVISIONS**

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30 **XVII. Conveyance is "As Is - Where Is":** Except as expressly provided in this Quitclaim
31 Deed or as otherwise required by law, the PROPERTY is being conveyed "AS IS" and "WHERE
32 IS," without representation, warranty, or guaranty as to quality, quantity, character, condition,
33 size, kind, or fitness for a particular purpose.

LUC Parcel 2 Deed

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1 **XVIII. Covenant Regarding Non-Discrimination:** GRANTEE covenants for itself, its
2 successors, and assigns and every successor in interest to the PROPERTY, or any part thereof,
3 that GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of
4 race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the
5 PROPERTY, or in their employment practices conducted thereon. This covenant shall not apply
6 however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it
7 apply with respect to PROPERTY used primarily for religious purposes. The United States of
8 America shall be deemed a beneficiary of this covenant without regard to whether it remains the
9 owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and
10 shall have the sole right to enforce this covenant in any court of competent jurisdiction.
11

12
13 **XIX. General Notice Provision:** To facilitate such future cooperation, the following points of
14 contact have been designated by the GOVERNMENT, GRANTEE, United States Environmental
15 Protection Agency (USEPA) and Puerto Rico Environmental Quality Board (PREQB):
16

17
18 **GOVERNMENT:** Director
19 NAVFAC BRAC Program Management Office Southeast
20 4130 Faber Place Drive
21 Suite 202
22 North Charleston, SC 29405
23

24
25 **GRANTEE:** Executive Director
26 Local Redevelopment Authority for Naval Station Roosevelt Roads
27 The New San Juan Office Building
28 159 Chardon Avenue, 2nd Floor
29 Hato Rey, PR 00918
30


31
32 **With a copy to:** Kutak Rock LLP
33 1101 Connecticut Avenue, NW
34 Suite 1000
35 Washington, DC 20036
36 Attention: George Schlossberg, Esq.
37


38
39 **USEPA:** U.S. Environmental Protection Agency
40 Region 2
41 290 Broadway - 22nd Floor
42 New York, NY 10007-1866
43 Attention: Chief, RCRA Programs Branch

LUC Parcel 2 Deed
Page 10.

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3 PREQB: Puerto Rico Environmental Quality Board
4 Oficina del Presidente - Piso 5 Ave.
5 Ponce de Leon #1308
6 Carr Estatal 8838
7 Sector El Cinco
8 Río Piedras, PR 00926
9

10
11 **XX. Recording of Title:**
12
13

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

21
22
23 The appearing parties do hereby further acknowledge and recognize that in order for these
24 parcels to exist as separate properties and be developed as intended, it may be necessary for the
25 same to be segregated and the need for necessary easements to be created for the benefit of these
26 parcels may arise. In the event that such easements are granted by the GOVERNMENT, the
27 appearing parties acknowledge that the Recordable Documents must include such transactions
28 and in a timely manner and agree to jointly take all actions reasonably necessary in accordance
29 with and subject to the authorities and limitations proscribed by applicable Federal and
30 Commonwealth law to cause the recordable documents to be executed, filed and registered in the
31 Registry. 

32
33
34 Notwithstanding the foregoing, it is the intent of the appearing parties that immediately upon
35 execution of this Quitclaim Deed, as it appears herein, all right, title and interest in the
36 PROPERTY shall have conveyed to the GRANTEE.

37
38
39 Any requirement for the obligation or payment of funds by the GOVERNMENT established by
40 any provision of this Quitclaim Deed shall be subject to the availability of appropriated funds,
41 and no provision herein shall be interpreted to require an obligation or payment in violation of
42 the Anti-Deficiency Act, 31 U.S.C. Section 1341.
43

LUC Parcel 2 Deed
Page 11.

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

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Handwritten initials "JPO" and a signature.

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
Real Estate Contracting Officer

Affidavit No. -2493- (copy)

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 25 day of January, 2012.

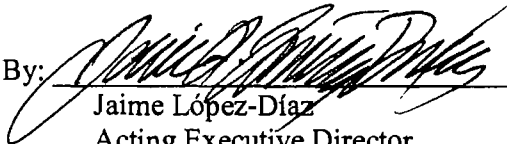
[Signatures Continue on Following Page]



LUC Parcel 2 Deed
Page 13.

IN WITNESS WHEREOF, the undersigned, acting pursuant to the authority vested unto him, as Acting 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: 
Jaime López-Díaz
Acting Executive Director

Affidavit No. -749- (copy)

Acknowledged and subscribed to before me, by Jaime López-Díaz, of legal age, married, public servant and resident of San Juan, Puerto Rico in his capacity as Acting Executive Director who I personally know.

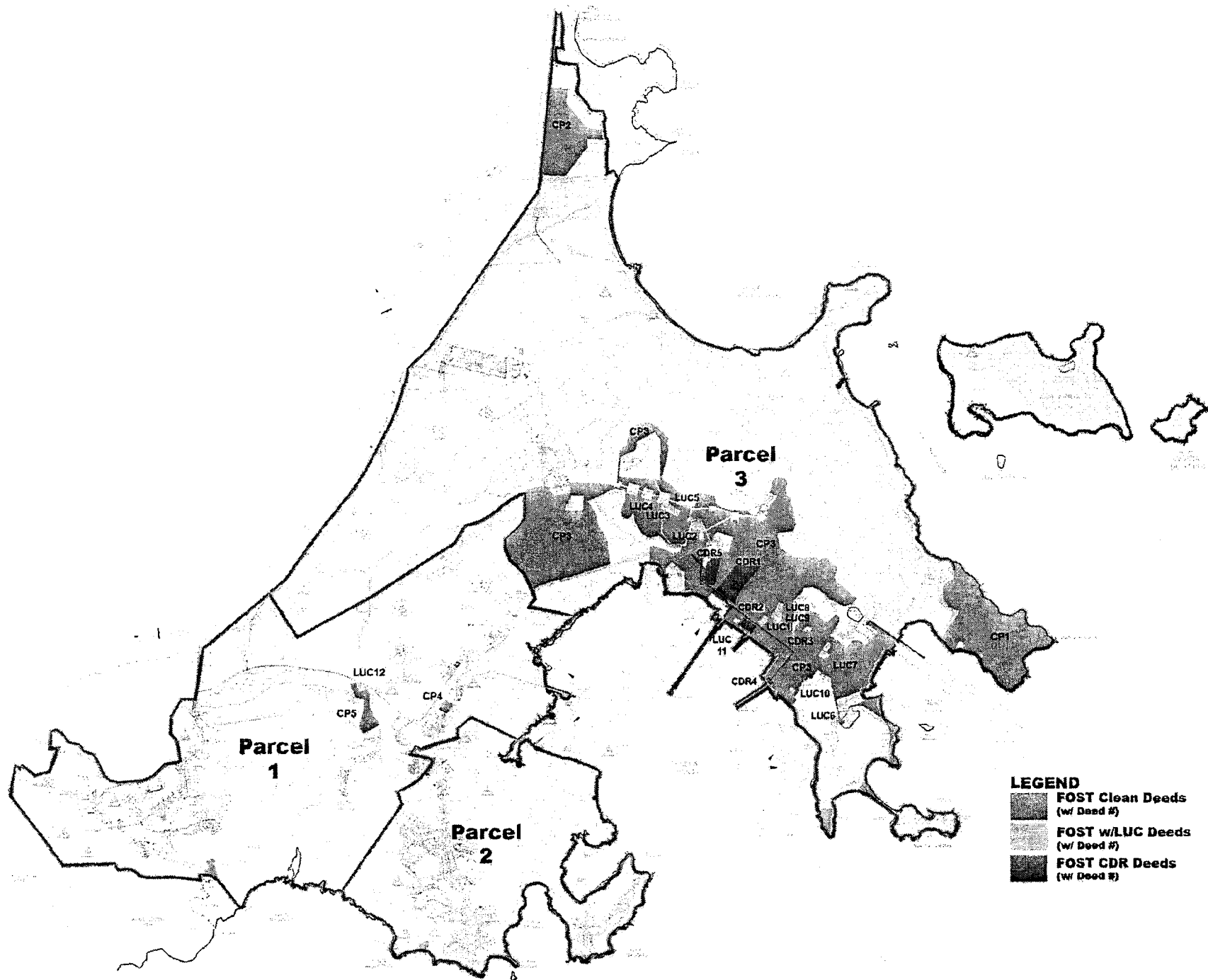
In San Juan, Puerto Rico this 21 day of January, 2012.



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Exhibit "A"

NSRR DISPOSAL MAP



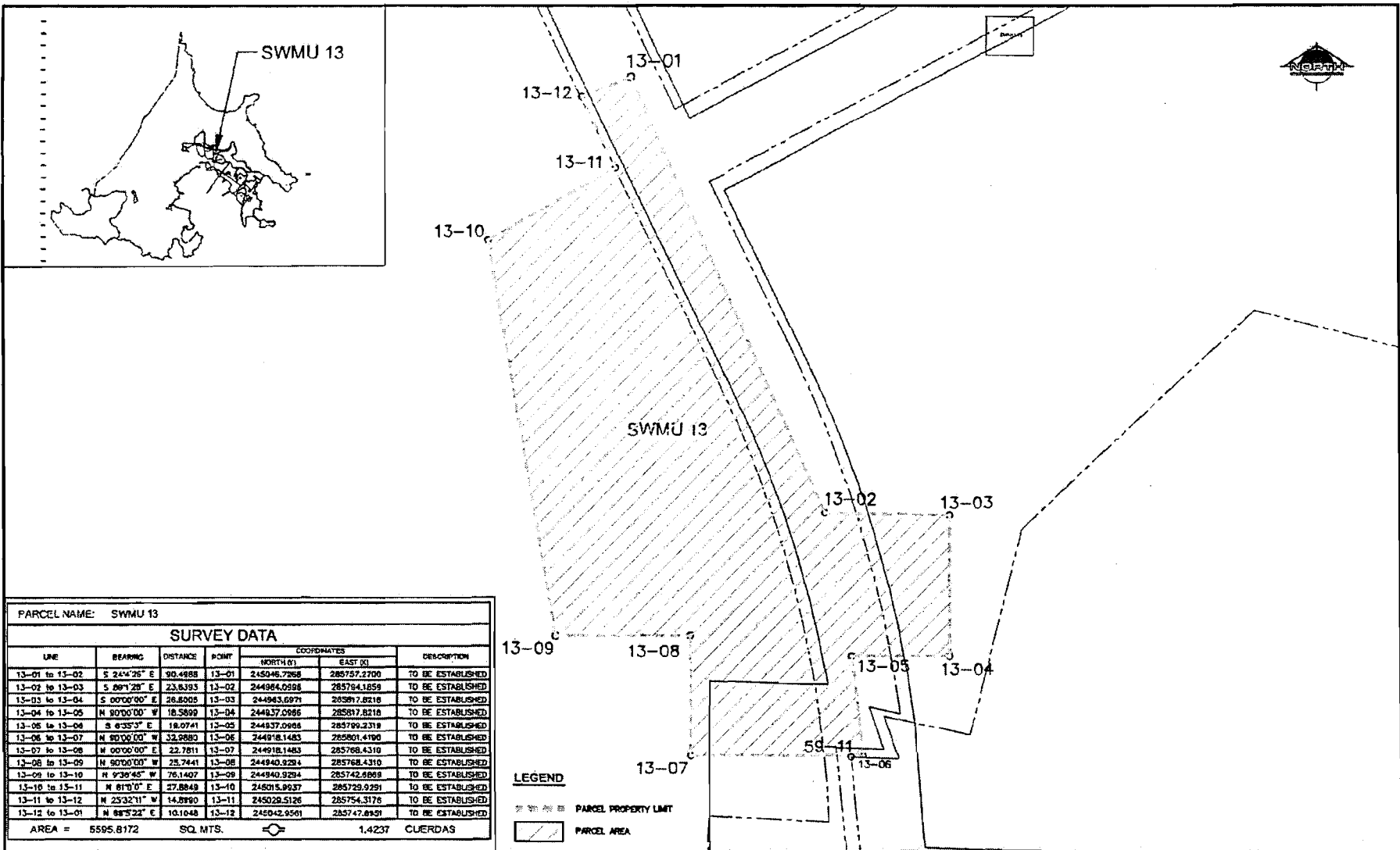
LEGEND

- FOST Clean Deeds
(w/ Deed #)
- FOST w/LUC Deeds
(w/ Deed #)
- FOST CDR Deeds
(w/ Deed #)

Exhibit "B"

LEGAL DESCRIPTIONS OF PROPERTY CONVEYED

RURAL: Parcel of land identified as SWMU 13, situated in the Wards of Machos and Guayacán, Municipality of Ceiba, Puerto Rico, containing an area of five thousand five hundred ninety five square meters and eight hundred seventeen thousandths of a square meter (5,595.817 s.m.); equivalent to one cuerda and four hundred twenty four thousandths of a cuerda (1.424 cuerdas); bounded on the NORTH, SOUTH, EAST and WEST by lands of the principal estate from which it is segregated, property of the United States of America.



PARCEL NAME: SWMU 13

SURVEY DATA

LINE	BEARING	DISTANCE	POINT	COORDINATES		DESCRIPTION
				NORTH (Y)	EAST (X)	
13-01 to 13-02	S 24°4'26" E	90.4988	13-01	245046.7268	285757.2700	TO BE ESTABLISHED
13-02 to 13-03	S 29°1'28" E	23.8393	13-02	244964.0998	285764.1859	TO BE ESTABLISHED
13-03 to 13-04	S 00°00'00" E	28.8205	13-03	244943.6971	285817.8218	TO BE ESTABLISHED
13-04 to 13-05	N 80°00'00" W	18.5899	13-04	244837.0986	285817.8218	TO BE ESTABLISHED
13-05 to 13-06	S 82°37'0" E	18.0741	13-05	244837.0986	285799.2318	TO BE ESTABLISHED
13-06 to 13-07	N 80°00'00" W	32.8880	13-06	244818.1483	285801.4190	TO BE ESTABLISHED
13-07 to 13-08	N 00°00'00" E	22.7811	13-07	244918.1483	285768.4310	TO BE ESTABLISHED
13-08 to 13-09	N 80°00'00" W	25.7441	13-08	244940.9294	285768.4310	TO BE ESTABLISHED
13-09 to 13-10	N 92°36'45" W	76.1407	13-09	244940.9294	285742.8988	TO BE ESTABLISHED
13-10 to 13-11	N 81°0'0" E	27.8848	13-10	246015.9037	285729.9291	TO BE ESTABLISHED
13-11 to 13-12	N 23°32'11" W	14.8990	13-11	245028.5126	285754.3178	TO BE ESTABLISHED
13-12 to 13-01	N 68°3'22" E	10.1048	13-12	245042.9561	285747.8991	TO BE ESTABLISHED

AREA = 5595.8172 SQ. MTS. 1.4237 CUERDAS

PROJECT:
RE-DEVELOPMENT FOR FORMER NAVAL STATION ROOSEVELT ROADS
 Ceiba & Naguabo, Puerto Rico
 Autoridad para el Redesarrollo Local Roosevelt Roads

TITLE:
SWMU 13 PARCEL
FOST w/LUC'S

SCALE = 1:1,000

INTEGR0
 architects & engineers, PSC
 (787) 787.2111 www.integrpr.com

AUTORIDAD PARA EL REDESARROLLO LOCAL
 PROYECTO ROADS - PUERTO RICO

SCALE: 1:1,000 **DATE:** JANUARY ,2012

NOTES:
 1. SURVEY DATA OBTAINED FROM PLANS PREPARED BY BAKER AND/OR TRANSYSTEMS FOR NAVAL ACTIVITY PUERTO RICO
 2. COORDINATES IN PUERTO RICO/VIRGIN ISLANDS NAD 83 SYSTEM (METERS)

All drawings and copies thereof are instruments of service and do not constitute the property of the drafter. They are to be used only with respect to the project. In the execution of any contracts for each party to the contract, all copies are to be returned or suitably accounted for to the drafter upon completion of the work.

COMERCIO CENTRAL ALL RIGHTS RESERVED

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Exhibit "C"
ACCESS EASEMENTS

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

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

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

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

---RAÚL J. VILÁ SELLÉS, 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 (18th), two
thousand six (2006).-----

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

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 Daguao, 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 Daguao, 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 (3116.0) 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 Daguao, 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 five 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.....

gcp



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 2.653cuerdas.

LEGAL DESCRIPTION FOR EASEMENT I 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 165.85', 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 2.595cuerdas.

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 BASEMENT 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 Guayacan, 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 Guayacan, 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=350.64'
 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 cuerdas.

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 Machos, 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=187.57
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= 328.61'

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 Guayacan, 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 Guayanacan, 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 Daguao, 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 Dagua, 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 Quayacan, 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 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 Daguao, 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 Guaynaca, 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.

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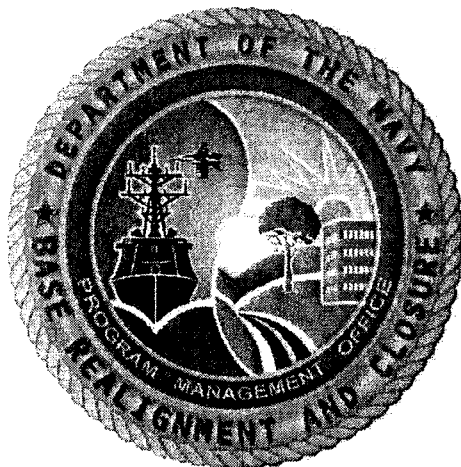
Exhibit "D"

**FINDING OF SUITABILITY TO TRANSFER, SALE PARCEL III – FORRESTAL
AND ADDENDUM**

FINDING OF SUITABILITY TO TRANSFER

SALE PARCEL III - FORRESTAL

**NAVAL ACTIVITY PUERTO RICO
CEIBA, PUERTO RICO**



Prepared by:

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Base Realignment and Closure
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January 2009

**FINDING OF SUITABILITY TO TRANSFER
SALE PARCEL III - FORRESTAL
NAVAL ACTIVITY PUERTO RICO**

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FINDING OF SUITABILITY TO TRANSFER SALE PARCEL III - FORRESTAL NAVAL ACTIVITY PUERTO RICO

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 III - Forrestal (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 633 acres located primarily along the ridge overlooking the northeastern side of Ensenada Honda and on the two peninsulas that form Bahía de Puerca. There is also a small parcel of land near the north gate. A large portion of the Subject Property is undeveloped. Facilities located on the Subject Property include multiple warehouse and storage buildings, maintenance shops, recreational facilities, Bachelor Officer Quarters (BOQ) and Bachelor Enlisted Quarters (BEQ).

As shown on the vicinity map in Exhibit B, the Subject Property does not include numerous non-contiguous areas wholly or partially surrounded by Sale Parcel III. These areas total approximately 330 acres and are comprised of Resource Conservation and Recovery Act (RCRA) Area of Concern (AOC) F (two locations – Buildings 1738 and 1995) and Solid Waste Management Units (SWMUs) 3, 9, 11/45, 57, 59, 60, 67, 70, 74, 77 and 78. These areas were carved out of Sale Parcel III because they have work remaining to be completed under the U.S.

**FINDING OF SUITABILITY TO TRANSFER
SALE PARCEL III - FORRESTAL
NAVAL ACTIVITY PUERTO RICO**

Environmental Protection Agency (EPA) Administrative Order on Consent (Consent Order) that sets out the Navy's corrective action obligations under RCRA. Furthermore, these SWMUs cannot be included in the transfer of Sale Parcel III 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, including SWMU 77 (Small Arms Range) which the Navy originally intended to transfer to the Department of Homeland Security (DHS) for continued use as a small arms range. DHS has decided not to accept the range, so it will now become part of Sale Parcel III. Under the terms of Section VIII (Work to be Performed), Paragraph 25.I (Contingent Investigation and Corrective Action Requirements for SWMU 77), the Navy must now submit to EPA for review and approval a work plan for a Phase I RFI to determine whether releases of hazardous waste or solid waste and/or hazardous constituents are present at SWMU 77. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the new owner of Sale Parcel III.

The Subject Property is comprised of all or parts of Sub-Parcels 30, 31, 37, 40, 41, 42, 43, 45, 48, 53, 54, 56, 59 and 64, as shown on parcel maps (Exhibit C) from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005). The boundaries and/or cleanup status of some of the SWMUs and AOCs shown on these maps have changed since the draft parcel map report was produced.

Since the draft parcel map report was published, the boundary of Sub-Parcel 31 has been changed to reduce its area considerably, and the boundary of Sub-Parcel 40 has been altered slightly at its eastern end and the fire station has been carved out of the parcel to form what is now Parcel 34. The boundary and survey maps in Exhibit D provide the final boundaries for the Subject Property, including the carve-outs.

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.

FINDING OF SUITABILITY TO TRANSFER SALE PARCEL III - FORRESTAL NAVAL ACTIVITY PUERTO RICO

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.

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: University Campus, Industrial, Recreation or Open Space Reserve, Science Park/Conference Center, Water-Oriented Commercial, and Passenger/Cargo Ferry Terminal and Related Uses. 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 13 SWMUs and two AOCs on the Subject Property that require no further action under RCRA as they have been designated either Corrective Action Complete Without Controls (SWMUs 5, 17, 18, 38, 40, 47, 49, 52 and 58, and AOC D) or Corrective Action Complete With Controls (SWMUs 10, 30 and 39) in the Consent Order or subsequent to the signing of the Consent Order (AOC A and SWMU 25) based on meeting the requirements of the order. In addition, one AOC and three SWMUs were designated for Corrective Measures Implementation

**FINDING OF SUITABILITY TO TRANSFER
SALE PARCEL III - FORRESTAL
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in the Consent Order (AOC C and SWMUs 13, 46, and 53). The corrective measures on these SWMUs and AOC will be completed prior to transfer of the property. Detailed descriptions of these SWMUs and AOCs are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E).

Under the Consent Order, the No Further Action determination is contingent for SWMU 38 (Sanitary and Storm Sewer Systems) based 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 and/or any other SWMU at the NAPR facility where releases may have impacted the sewer systems. SWMUs 4, 12 and 14 are located wholly outside of the Sale Parcel III property. For SWMU 13, which is within the Sale Parcel III property, the Navy has recently completed the corrective measures required under the Consent Order, and expects to request a corrective action complete status for that SWMU prior to transfer of the Subject Property. EPA has concurred with the determination that the Navy has satisfied all requirements of the Consent Order applicable to the portions of SWMU 38 within the Subject Property, subject to the Navy's submission of an acceptable final report documenting the completion of all required corrective measures at SWMU 13. EPA's concurrence letter is attached as Exhibit F. Navy will not convey title to the property until the final report for the corrective measures at SWMU 13 is approved by EPA.

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 for AOC F and SWMUs 3, 9, 11/45, 57 (ECP 3), 59 (ECP 5), 60 (ECP 6), 67 (ECP 13), 70 (ECP 16) and 74 (ECP 20). SWMUs 77 (ECP 23) and 78 were also carved out of the Subject Property, but are not shown on the maps in Exhibit C because the parcel map for SWMU 77 did not overlap with other SWMUs (and was therefore not included), and there is no parcel map for SWMU 78, a transformer storage pad discovered subsequent to the ECP Report and the signing of the Consent Order.

B. Petroleum Contamination

According to the ECP Report, there were four underground storage tanks (USTs) that stored diesel fuel on the Subject Property at the time of the ECP inspection in March 2005. A former UST associated with the SWMU 30 incinerator was removed in 1993 along with petroleum-contaminated soil. Table 3 lists the known USTs on the Subject Property along with their location, capacity, material stored and the year installed. The ECP Report and field verification documented four operational aboveground storage tanks (ASTs) and two oil/water separators

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(OWSs) on the Subject Property. These ASTs and OWSs are also listed in Table 3. Other than the SWMU 30 UST, the records do not indicate there have been any spills or releases associated with the USTs, ASTs and OWSs on the Subject Property.

On 19 October 1999, approximately 110,000 gallons of JP-5 fuel were released from a day tank near Hangar 200 (approximately 1,500 feet northwest of Sub-Parcel 31 of the Subject Property) during the transfer of JP-5 fuel from UST 381 to UST 429. The spill was caused by a valve failure resulting in the overflowing of the day tank. The JP-5 fuel entered the storm water drainage system, including open-air ditches and culverts, and flowed southeast through Sub-Parcel 31 to mangrove areas in Sub-Parcel 28 (outside the Subject Property) and finally into Enseñada Honda. The oil spill impacted mangrove areas in Sub-Parcel 28 that were later named Sections A, B and C. The spill response efforts were mainly focused on diversion of the spilled oil to promote flushing, allow drainage from the impacted mangrove Sections A and B into a lower collection point, and placement of containment booms at the mouth of the drainage channel in Section C. The investigation consisted of an evaluation of the nature and extent of the contamination as well as an assessment of the natural resources injuries on the impacted Sections A through C. The findings of the investigation were that the impact was limited to areas outside of the Subject Property consisting of the mangrove sections mentioned above and sea grass beds along the shoreline (1,000 feet) of Enseñada Honda. No major injuries were detected for fish, shellfish, benthic communities, birds, or endangered species. (Navy et al, 2002)

To comply with Oil Pollution Act (OPA) regulations, the Trustees - Department of Navy, Department of Commerce (through National Oceanic and Atmospheric Administration), Department of Interior (through the Fish and Wildlife Service), and the Puerto Rico Department of Natural Resources - determined that a Damage Assessment and Restoration Plan/Environmental Assessment (DARP/EA) was required. The DARP/EA (Navy et al, 2005) was completed in June 2005.

Based on the DARP/EA approved by the Trustees, the preferred alternatives for the restoration were natural recovery for injured Sections A and B, and selective clearing & planting for injured Section C. The compensatory restoration alternative was the restoration and enhancement of mangroves within the Los Machos mangrove area. The clearing of debris and planting of sea grass has been completed, and the restoration plan for the Los Machos mangrove area was completed in September 2007.

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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 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 as Category 1 uncontaminated property, with the exception of SWMUs 10, 30, 39 and 40 (Category 2), SWMUs 13, 17, 18, 25, 38, 46 and 53 (Category 3), and AOCs A and C (Category 3) and D (Category 2). Following its review of the CERFA Report, the Puerto Rico Environmental Quality Board (EQB) concurred with this classification and provided a concurrence statement (Exhibit G) in the Final CERFA Report on 11 August 2006.

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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. SWMUs 17 (DRMO Non-Flammable Storage) and 18 (DRMO Ignitable Hazardous Waste Storage) were designated Category 3 at the time of the CERFA Report, but have since been determined to be suitable for transfer because RCRA clean closure was certified for these storage facilities. The required corrective measures for AOC A and SWMUs 13 and 25 have been completed, and those for AOC C and SWMUs 46 and 53 will be completed prior to transfer of the property. 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.

The Corrective Action Complete Without Controls determination for SWMU 38 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 and/or any other SWMU at the NAPR facility where releases may have impacted the sewer systems. SWMUs 4, 12 and 14 are located wholly outside of the Sale Parcel III property. For SWMU 13, which is within the Sale Parcel III property, the Navy expects to request a corrective action complete status for that SWMU prior to transfer of the Subject Property. EPA has concurred (Exhibit F) with the determination that the Navy has satisfied all requirements of the Consent Order applicable to the portions of SWMU 38 within the Subject Property, subject to the Navy's submission of an acceptable final report documenting the completion of all required corrective measures at SWMU 13. Navy will not convey title to the property until the final report for the corrective measures at SWMU 13 is approved by EPA.

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.

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 nine (9) of the facilities inspected on the Subject Property, as summarized in

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Table 3 of Exhibit E. Friable, accessible and damaged (FAD) ACM was not identified in any of the facilities. 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.

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. An ACM acknowledgement form (Exhibit H) will be provided to the transferee for execution at the time of transfer.

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 were included in the survey.

Table 1 (Exhibit E) indicates approximately 52 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 I 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

All PCB-contaminated transformers and equipment, including any on the Subject Property, 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.

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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, therefore, low indoor radon levels would be expected on the Subject Property.

6. Threatened and Endangered Species

As shown on the individual sub-parcel maps in Exhibit C, breeding habitat and nesting/foraging palms for the endangered yellow-shouldered blackbird and sea turtle habitat 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.

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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 1 year or more, released or disposed on the Subject Property in excess of those reportable quantities specified under 40 CFR 373 (Hazardous Substances Reporting Requirements for Selling or Transferring Federal Real Property), and all response actions taken to date to address any such releases or disposals. Hazardous materials use/storage and hazardous waste generation/management at the former NSRR are discussed in Section 5.2 of the ECP Report. The hazardous substances notice and response action summary for the Subject Property is attached to this FOST as Exhibit J.

C. CERCLA Covenant

The deed that conveys the Subject Property will contain the covenants provided for under CERCLA Section 120(h)(3)(A)(ii)(I) that all necessary remedial actions have been taken prior to transfer, and CERCLA Sections 120(h)(3)(A)(ii)(II) and 120(h)(4)(D)(i) 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 Sections 120(h)(3)(A)(iii) and 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,

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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, except for a non-residential use only restriction at SWMUs 10, 13, 39, 46, 53 and AOC C, a soil disturbance/invasive activity restriction at SWMU 25, and a groundwater use restriction at SWMUs 13 and 30. These land use controls (LUCs) will be implemented through the Navy-EPA Consent Order and the subsequent transfer deed. The Navy transfer deed for the Subject Property will refer to LUC requirements contained in the Consent Order which will be attached to the deeds. The Consent Order requires the establishment of LUCs with detailed requirements (implementation, compliance, monitoring, enforcement, modification/termination, etc.) developed in other documents agreed to between the Navy and EPA or the new owner and EPA with concurrence by Puerto Rico EQB.

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 16 SWMUs and three AOCs on the Subject Property require no further action under RCRA as they have been designated either Corrective Action Complete Without Controls or Corrective Action Complete With Controls in the Consent Order or subsequent to the signing of the Consent Order based on meeting the requirements of the order. Detailed descriptions of the SWMUs and AOCs on the Subject Property are provided in the ECP Report, while summary descriptions and their current status are provided in Table 2 (Exhibit E). It should be noted that, as discussed in Section 2.0, the Subject Property does not include 12 SWMUs, that are either wholly or partially surrounded by Sale Parcel III, where corrective action investigation and/or remediation requirements are not yet completed.

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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 was issued by EQB on September 30, 2006. 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 a spray paint booth for heavy equipment and automobiles at Building 3188 (Alfa Company Maintenance Building). 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.

Six storm water outfalls at NSRR are regulated under EPA's Multi-Sector General Permit program. The former NSRR obtained initial permit coverage in 1995, and re-applied for the permit in 2000, which became effective upon submittal. The six outfalls are regulated due to the Standard Industrial Classification (SIC) code for the type of industrial activity conducted in the area that contributes to the outfall. The one regulated outfall associated with the Subject Property is Outfall 002 (SIC Code 5093 - scrap and waste material processing and recycling). It receives storm water runoff from the Building 1973 DRMO Complex on the Subject Property, and also storm water from other areas, and discharges to Enseñada Honda.

Historically, storm water discharges from industrial areas were not regulated or controlled. RCRA investigations conducted at NSRR, specifically at SWMU 38 and AOC D on the Subject Property, evaluated whether suspected historical release of hazardous substances to storm water ditches, outfalls on the Subject Property, and associated sediments may have resulted in potentially significant impacts to human health and/or the environment. No significant releases of hazardous substances or subsequent human health risks were identified, and no further investigation was required for these SWMUs.

G. Notification to Regulatory Agencies / Public

In accordance with DoD guidance, 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

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and EQB comments are included as Exhibit K. 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, the notices discussed herein, and the restrictions and covenants that will be contained in the deed, the Subject Property is suitable for transfer.

2 FEB 2009

Date

James E. Anderson

JAMES E. ANDERSON
Director
BRAC Program Management Office Southeast
North Charleston, South Carolina

Exhibit A

References

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REFERENCES

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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 and Sewer System Maps

Exhibit C

Sub-Parcel Maps

NOTE: The sub-parcel maps in this exhibit are from the Draft Report, Parcel Map for the Disposal of Naval Activity Puerto Rico (GMI, 2005). The boundaries of Sub-Parcels 31 and 40 have changed since these maps were published (the final boundaries are shown in Exhibit D).

The boundaries and/or cleanup status of some of the Solid Waste Management Units (SWMUs) and Areas of Concern (AOCs) shown on these maps have changed since the draft parcel map report was produced.

The ECP sites shown on these maps correlate to the following SWMUs:

- ECP 3 – SWMU 57
- ECP 5 – SWMU 59
- ECP 6 – SWMU 60
- ECP 13 – SWMU 67
- ECP 16 - SWMU 70
- ECP 20 – SWMU 74

The following should be noted about the AOCs and SWMUs shown on the sub-parcel maps:

- Sub-Parcel 43 – SWMU 59 is incorrectly shown as SWMU 5.
- Sub-Parcel 48 – ECP 20 (SWMU 74) is incorrectly shown as SWMU 20 and should be shown as falling within Parcel 49.
- Sub-Parcel 59 – SWMU 45 is shown incorrectly as SWMU 48.
- SWMU 38 (Sanitary and Storm Water Sewer Systems) is not shown on these maps. A separate utility map is provided in Exhibit B.

THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 30

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—28, 29, 31

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 28 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
Grounds Maintenance	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).
Property Sale/Lease	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 30

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 28, 29, 31

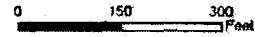
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Pairs
-  Breeding Habitat

August 18, 2008








1 inch equals 223 Feet



Parcel Index 30

Common Name: *Salé*
Conveyance: *Salé*
Neighboring Parcel(s): 28, 29, 31

Legend

-  Parcel
-  Neighboring Parcel Boundary
- Cleanup Status**
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2006



1 inch equals 223 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 53

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—49, 51, 52, 54, 59

GENERAL REQUIREMENTS

- No Requirements

Activity	Conservation Measures
NA	NA

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.

THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 31

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—27-29, 33, 40

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 28 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
Demolition/Remodeling	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.
Grounds Maintenance	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).
Building Maintenance	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.
General Operations	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.
Property Sale/Lease	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 31

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 27- 30,
33, 40

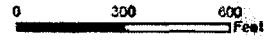
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Pairs
-  Nesting/Foraging Habitat



August 18, 2008

1 inch equals 422 Feet



Parcel Index 31

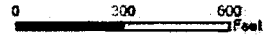
Common Name: *Safe*
Conveyance: *Safe*
Neighboring Parcel(s): 27- 30,
33, 40

Legend	
	Parcel
	Neighboring Parcel Boundaries
Cleanup Status	
	Complete with Land Use Controls
	Complete
	Cleanup Remaining

August 18, 2005



1 inch equals 422 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 37

Common Name—Los Machos 2
Conveyance—Sale
Neighboring Parcel(s)—35, 36

GENERAL REQUIREMENTS

- No Requirements

Activity	Conservation Measures
NA	NA

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 37

Common Name: Los Machos 2

Conveyance: Sale

Neighboring Parcel(s): 35, 38

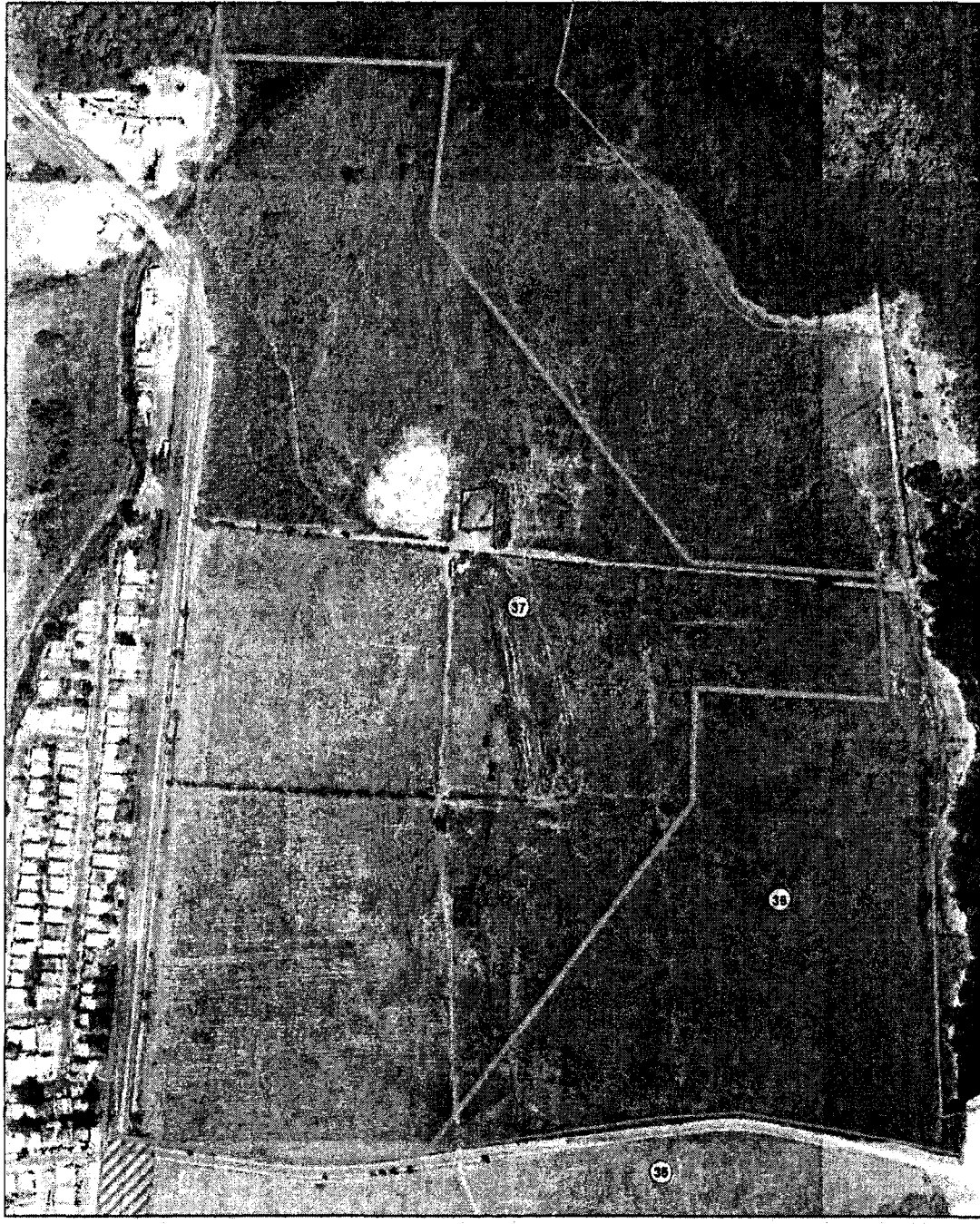
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2006



1 inch equals 381 Feet


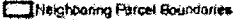
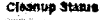





Parcel Index 37

Common Name: Los Machos 2
Conveyance: Sale
Neighboring Parcel(s): 35, 36

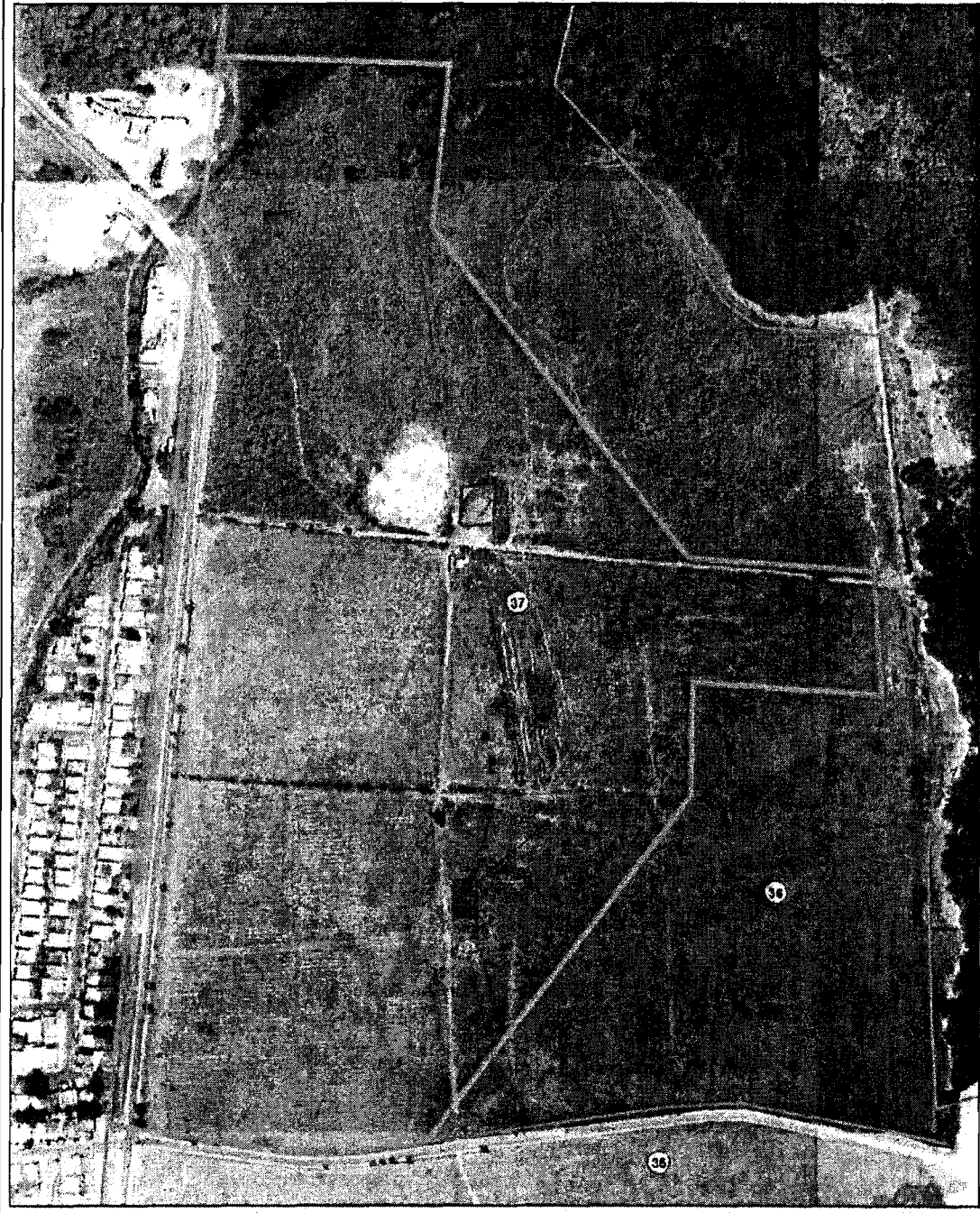
August 18, 2006

Legend

-  Parcel
-  Neighboring Parcel Boundary
-  Cleanup Status
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining



1 inch equals 361 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 40

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—28, 31, 33, 39, 41, 43, 44, 48, 50, 52, 55

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

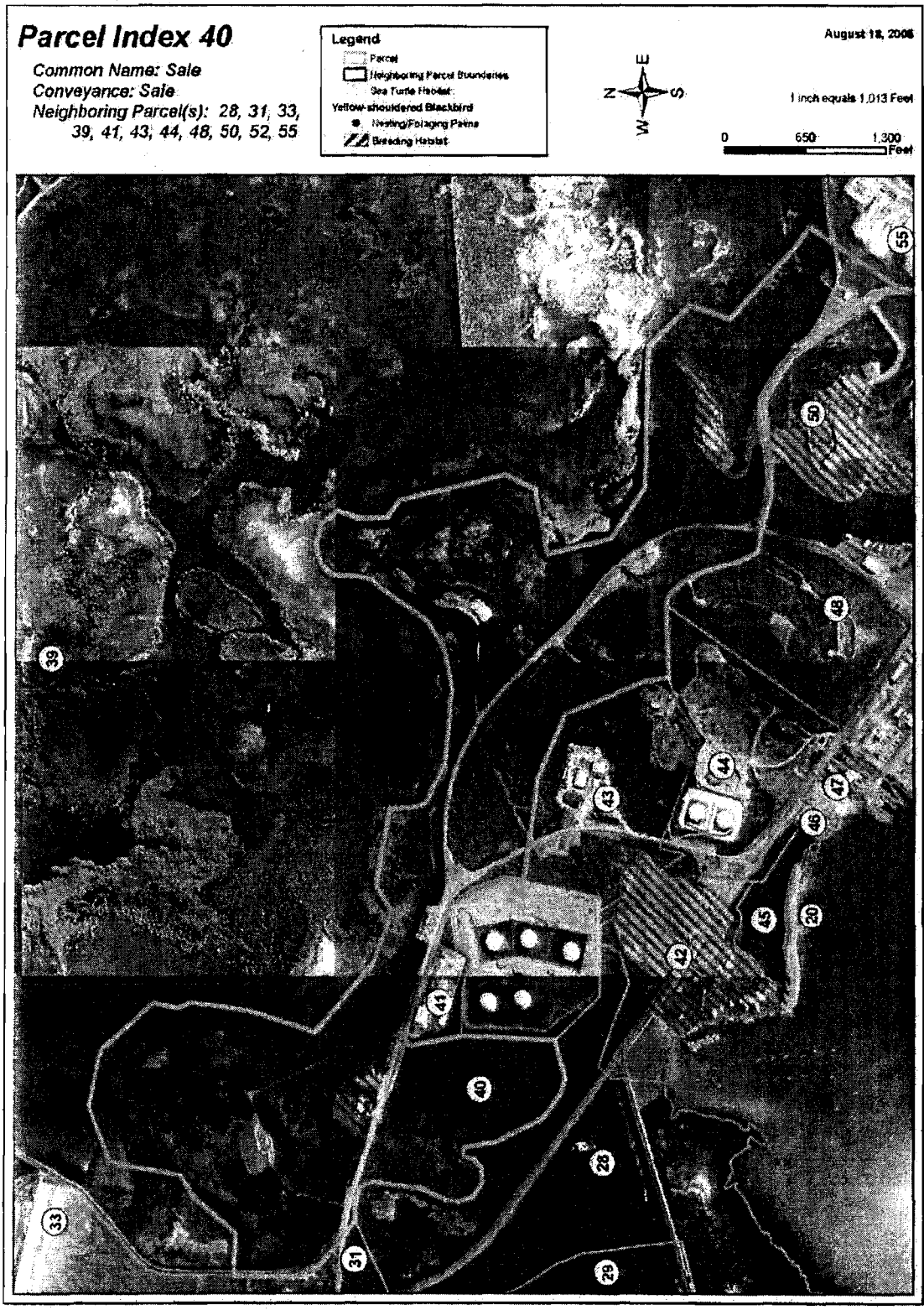
- No development is allowed in Parcel 28 and 39 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (28, 29) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation
Demolition/Remodeling	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.
Grounds Maintenance	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).
Building Maintenance	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.
General Operations	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.
Property Sale/Lease	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

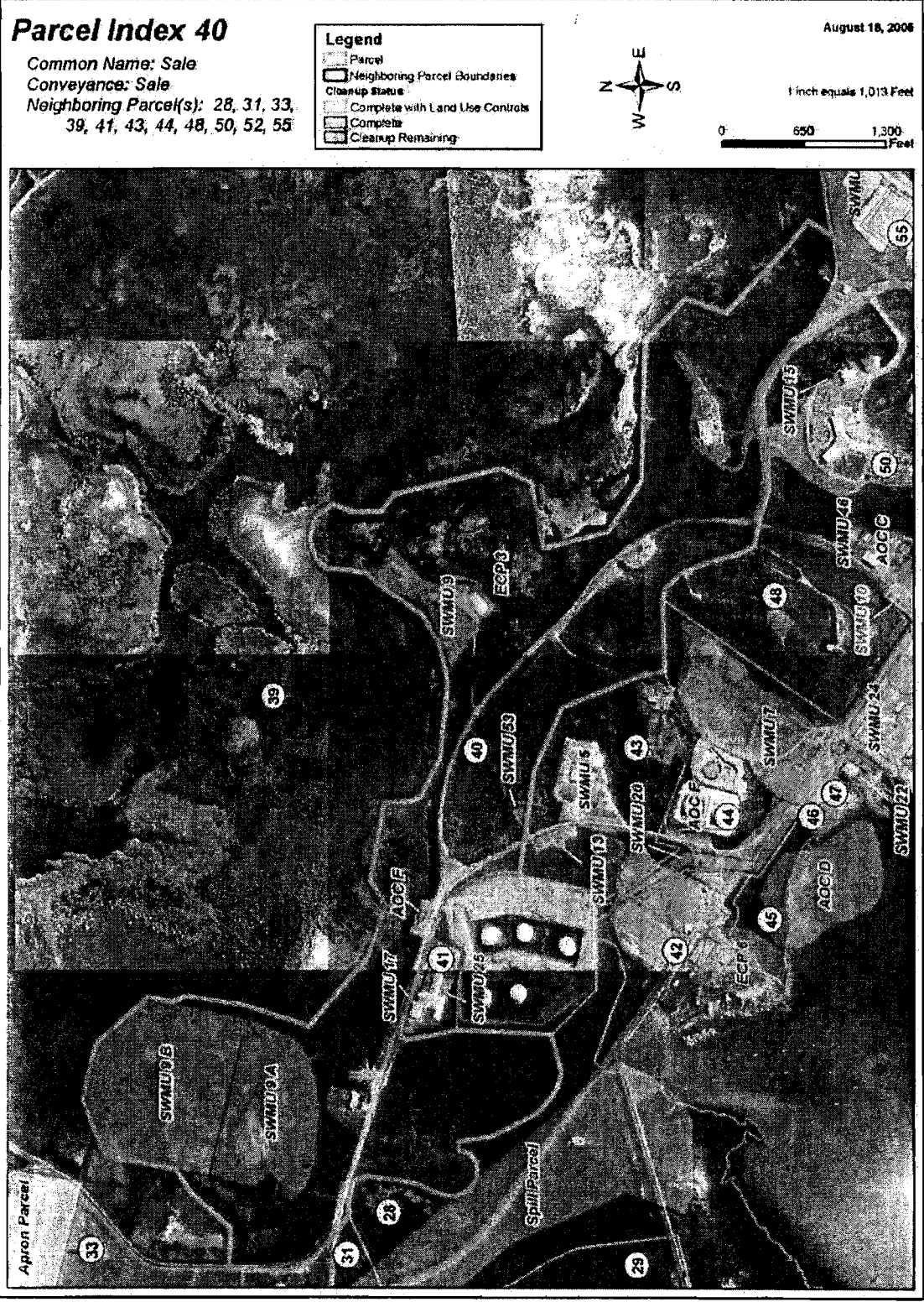
NOTICE:

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 Map for the Disposal
of Naval Activity Puerto Rico*



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 41

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—40, 44

GENERAL REQUIREMENTS

- No Requirements

Activity	Conservation Measures
NA	NA

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 41

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 40, 44

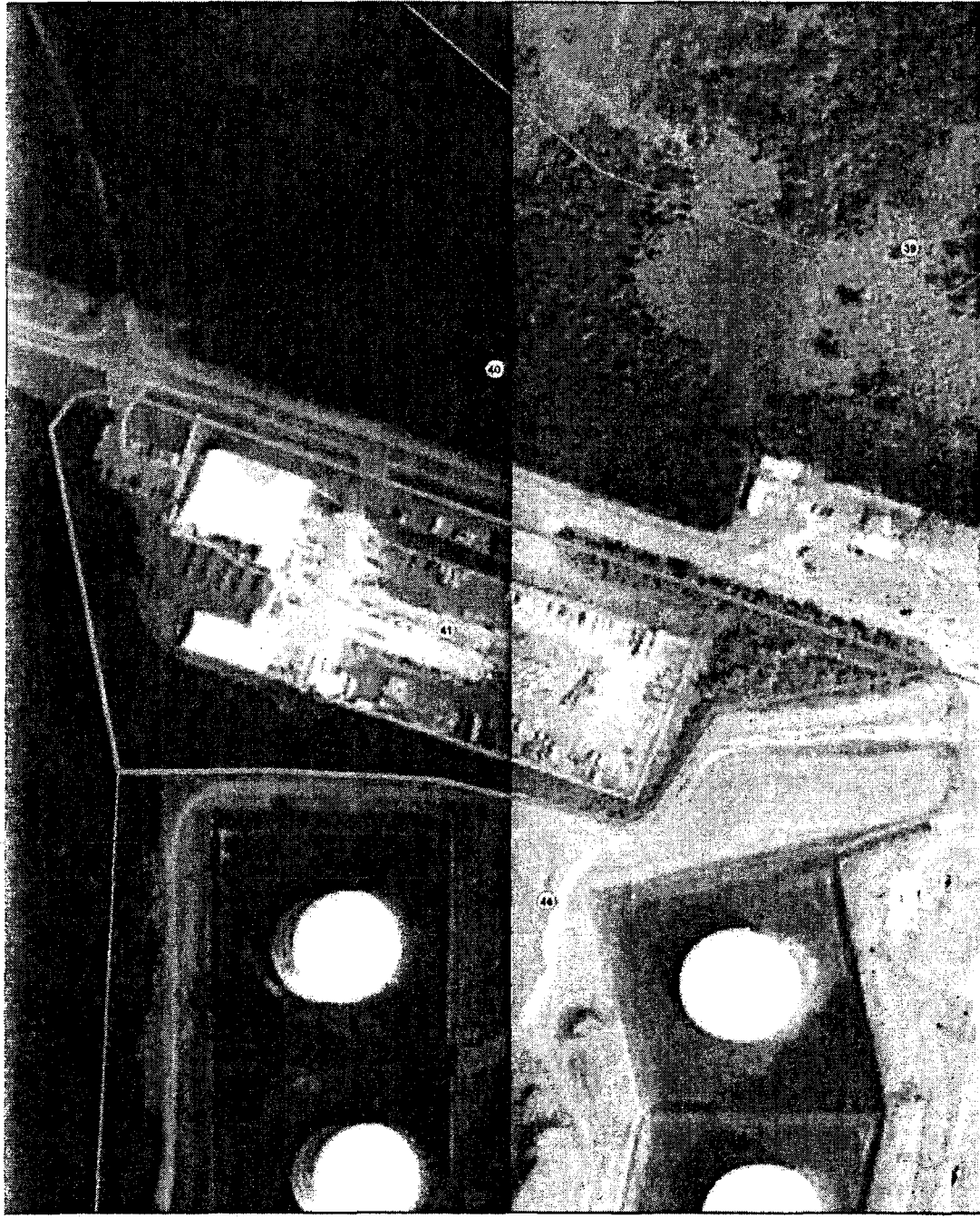
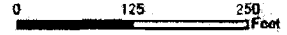
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2005



1 inch equals 164 Feet



Parcel Index 41

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 40, 44

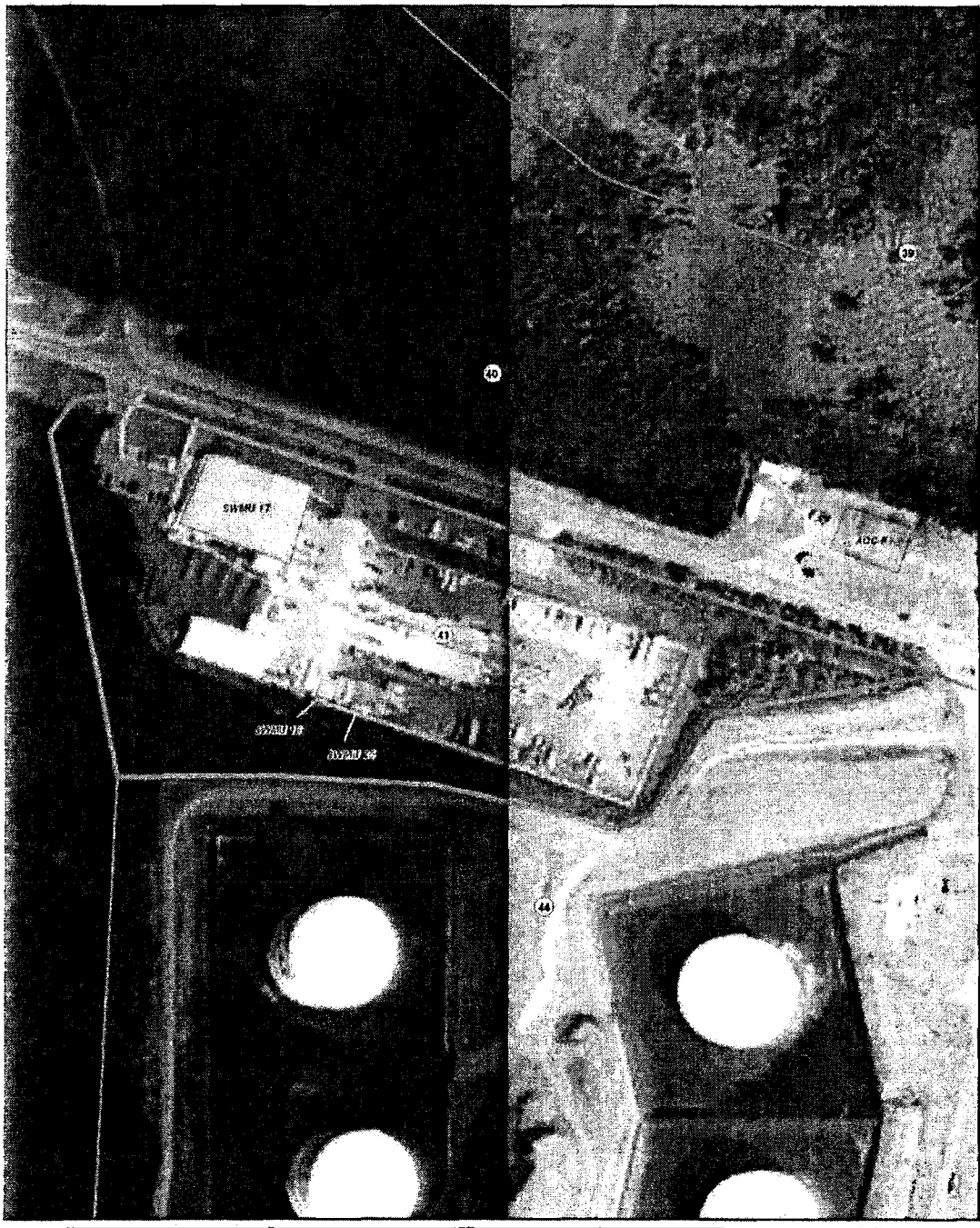
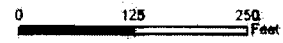
Legend

- Parcel
- Neighboring Parcel Boundaries
- Cleanup Status
 - Complete with Land Use Controls
 - Complete
 - Cleanup Remaining

August 18, 2008



1 inch equals 184 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 42

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—28, 44, 45,

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 28 (Conservation).
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (28) should occur between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the conservation 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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
Demolition/Remodeling	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 activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
Grounds Maintenance	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).
Building Maintenance	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.
General Operations	Before moving outdoor equipment (e.g., carts, vehicles) check for yellow-shouldered blackbird nests from March 15-August 30. Notify USFWS if a yellow-shouldered blackbird nest is located.
Property Sale/Lease	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

Sea Turtle

GENERAL REQUIREMENTS

- Consult with U.S. Fish and Wildlife Service (USFWS) and Puerto Rico Department of Environmental Resources (DNER) on all beach use plans and permit requirements.
- Notify USFWS if you observe an injured or dead turtle anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

***Parcel Map for the Disposal
of Naval Activity Puerto Rico***

Activity	Conservation Measures
Beach Development/Use	Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area). Implement USFWS/ Puerto Rico DNER precautionary measures for sea turtles before, during, and after development activities. Establish a 50 m buffer zone between any developed or undeveloped site and the land edge of the sea turtle nesting beach.

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 42

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 28, 44, 45

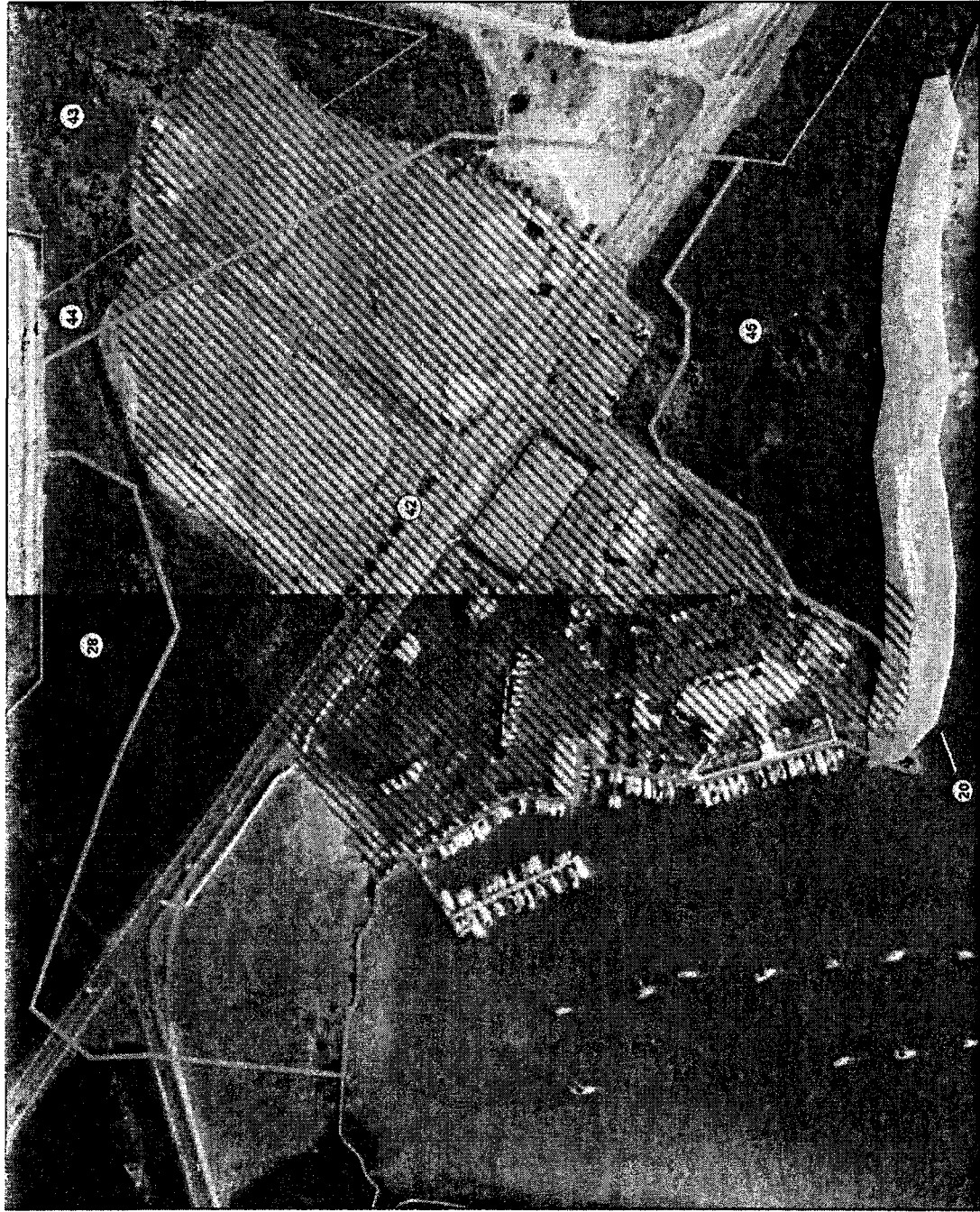
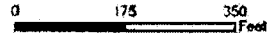
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Sea Turtle Habitat
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Pairs
-  Breeding Habitat

August 18, 2008



1 inch equals 240 Feet



Parcel Index 42

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 28, 44, 45

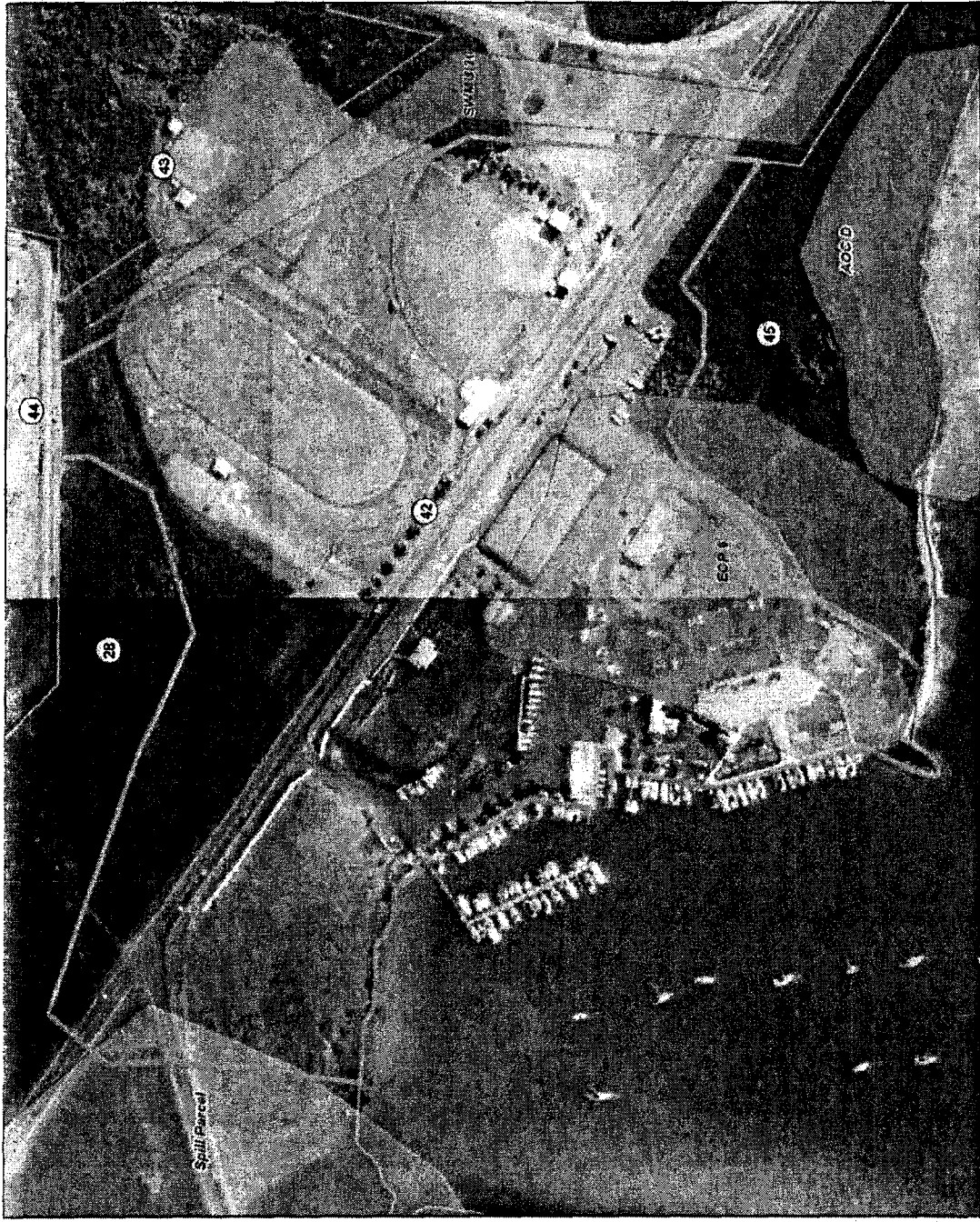
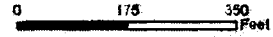
Legend

- Parcel
- Neighboring Parcel Boundaries
- Cleanup Status
- Complete with Land Use Controls
- Complete
- Cleanup Remaining

August 18, 2005



1 inch equals 240 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 43

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—40, 44

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- 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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
Demolition/Remodeling	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.
Grounds Maintenance	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).
Building Maintenance	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.
General Operations	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.
Property Sale/Lease	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 43

Common Name: *Salé*
Conveyance: *Salé*
Neighboring Parcel(s): 40, 44

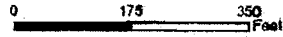
Legend

-  Parcel
-  Neighboring Parcel Boundary
- Yellow-shouldered Blackbird:**
-  Nesting/Foraging Pairs
-  Breeding Habitat

August 18, 2006








1 inch equals 225 Feet



Parcel Index 43

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 40, 44

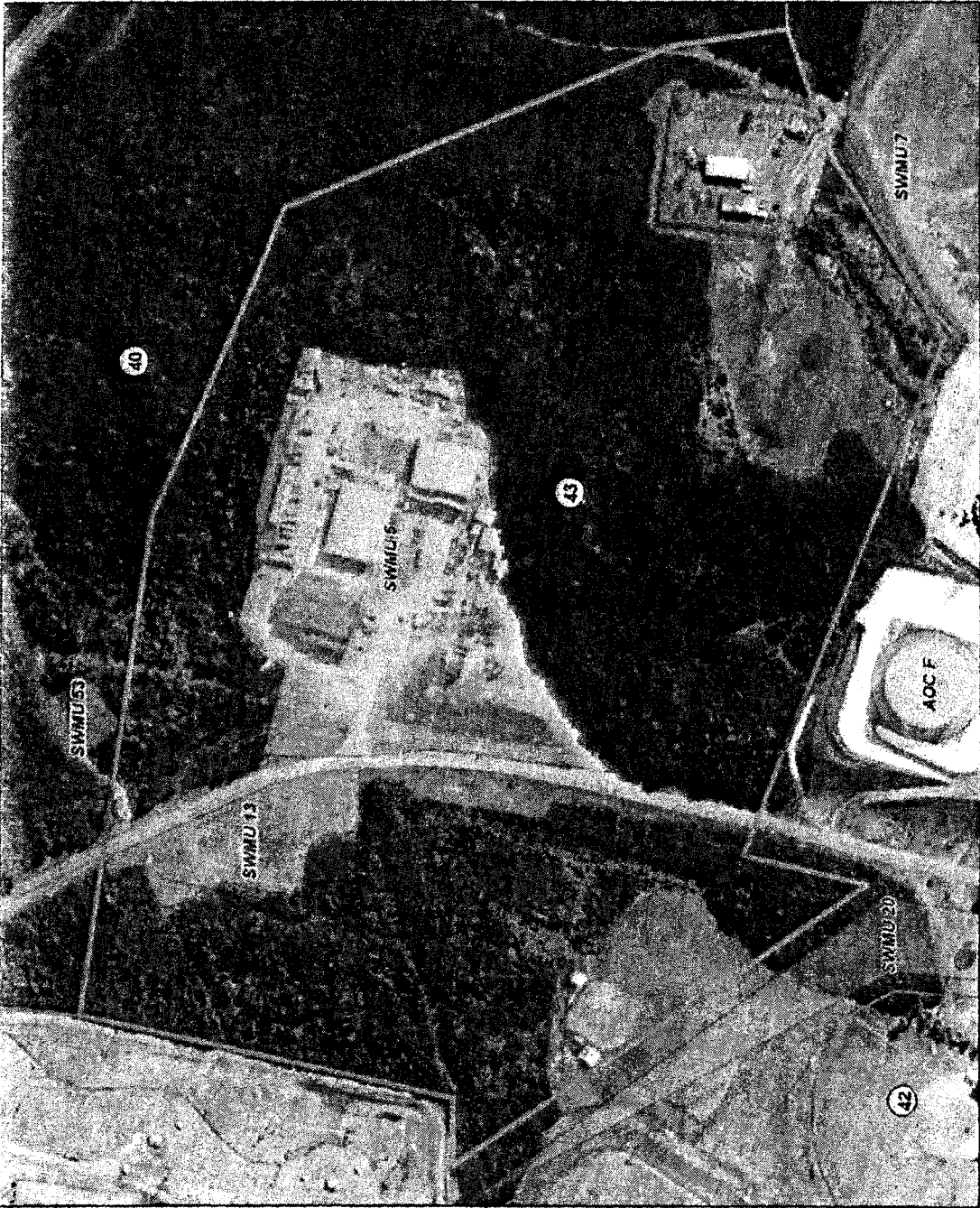
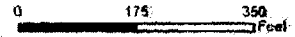
Legend

-  Parcel
-  Neighboring Parcel Boundaries
- Cleanup Status**
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2008



1 inch equals 225 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 45

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—42, 44, 46

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 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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation.
Grounds Maintenance	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).
Property Sale/Lease	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

Sea Turtle

GENERAL REQUIREMENTS

- Consult with U.S. Fish and Wildlife Service (USFWS) and Puerto Rico Department of Environmental Resources (DNER) on all beach use plans and permit requirements.
- Notify USFWS if you observe an injured or dead turtle anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.






Activity	Conservation Measures
Beach Development/Use	Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area). Implement USFWS/ Puerto Rico DNER precautionary measures for sea turtles before, during, and after development activities. Establish a 50 m buffer zone between any developed or undeveloped site and the land edge of the sea turtle nesting beach.

*Parcel Map for the Disposal
of Naval Activity Puerto Rico*

Parcel Index 45

Common Name: *Sale*
Conveyance: *Sale*
Neighboring Parcel(s): 42, 44, 46

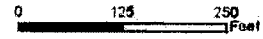
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Sea Turtle Habitat
- Yellow-shouldered Blackbird:**
-  Nesting/Foraging Pairs
-  Breeding Habitat

August 18, 2008



1 inch equals 183 Feet



Parcel Index 45

Common Name: Safe
Conveyance: Sale
Neighboring Parcel(s): 42, 44, 46

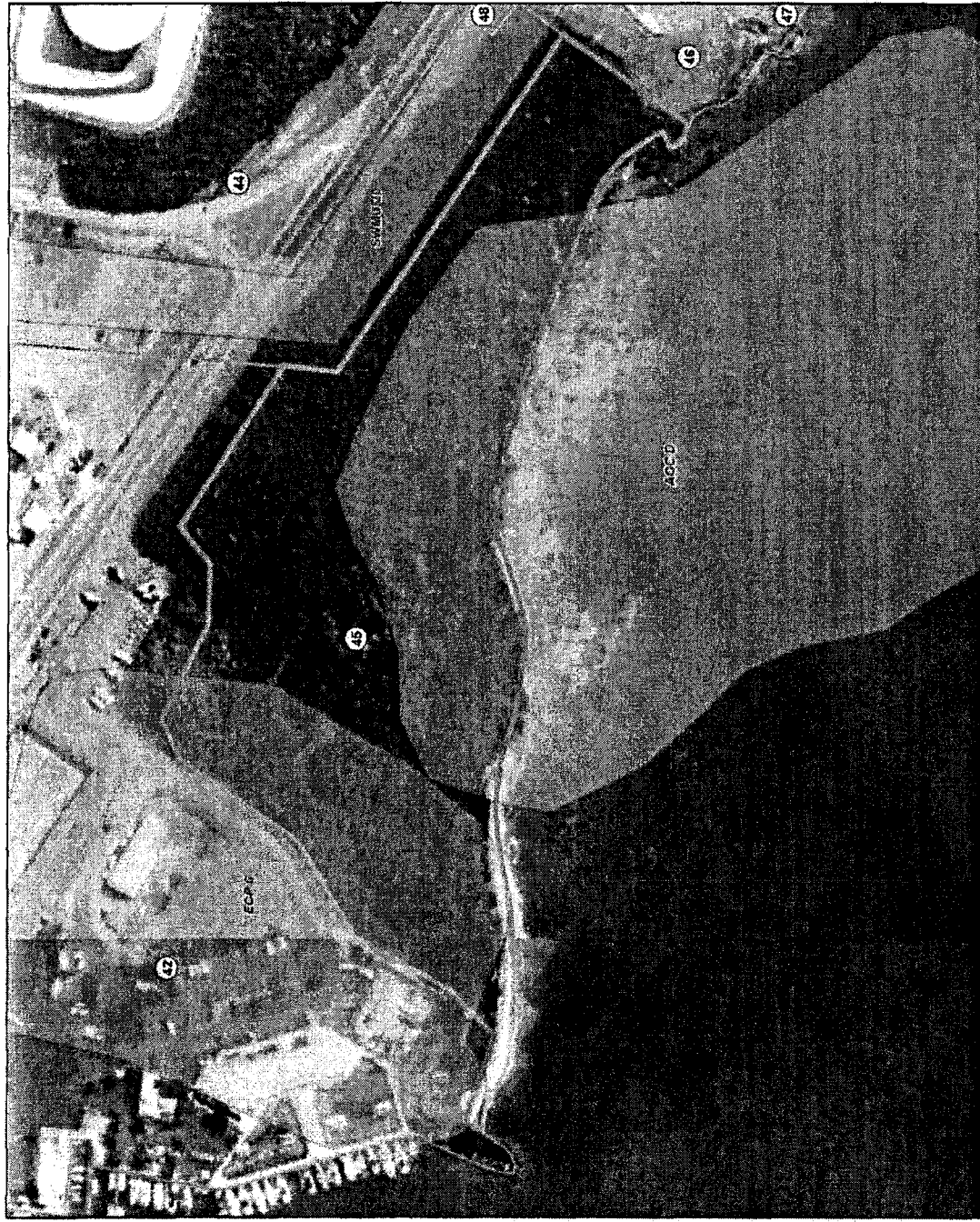
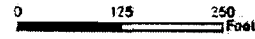
Legend

- Parcel
- Neighboring Parcel Boundaries
- Cleanup Status
 - Complete with Land Use Controls
 - Complete
 - Cleanup Remaining

August 18, 2008



1 inch equals 163 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 48

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—40, 44, 46, 47, 49, 50, 51

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- 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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with USFWS a minimum of one year prior to planned project initiation
Grounds Maintenance	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).
General Operations	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.
Property Sale/Lease	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 48

Common Name: Sale

Conveyance: Sale

Neighboring Parcel(s): 40, 44, 46
47, 49, 50, 51

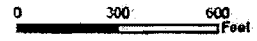
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Pairs
-  Breeding Habitat

August 18, 2008



1 inch equals 451 Feet



Parcel Index 48

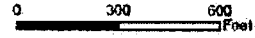
Common Name: Sala
 Conveyance: Sale
 Neighboring Parcel(s): 40, 44, 46
 47, 49, 50, 51

Legend	
	Parcel
	Neighboring Parcel Boundaries
	Cleanup Status
	Complete with Land Use Controls
	Complete
	Cleanup Remaining

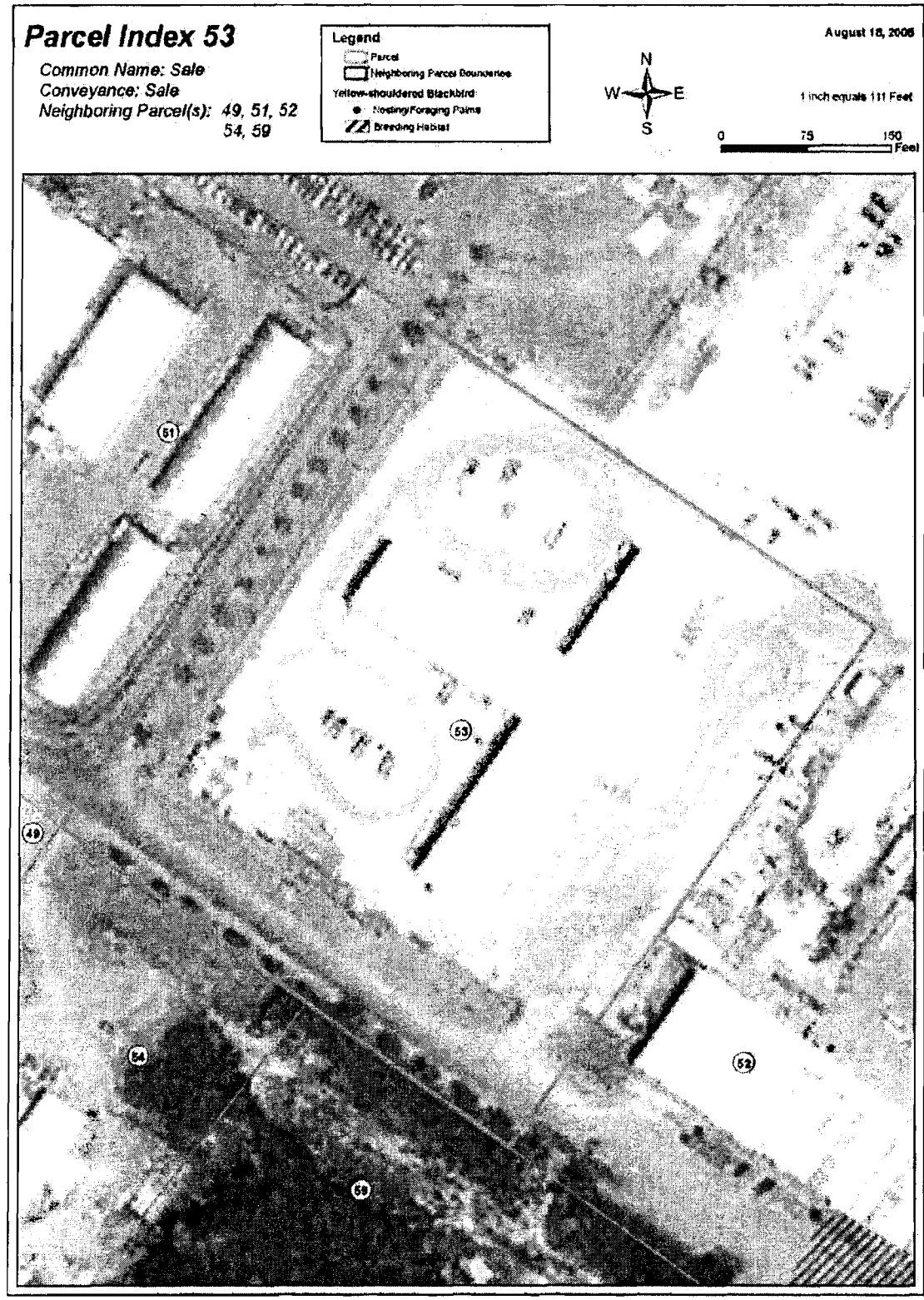
August 18, 2006



1 inch equals 451 Feet









*Parcel Map for the Disposal
of Naval Activity Puerto Rico*



Parcel Index 53

Common Name: *Safe*
Conveyance: *Safe*
Neighboring Parcel(s): 49, 51, 52
54, 59

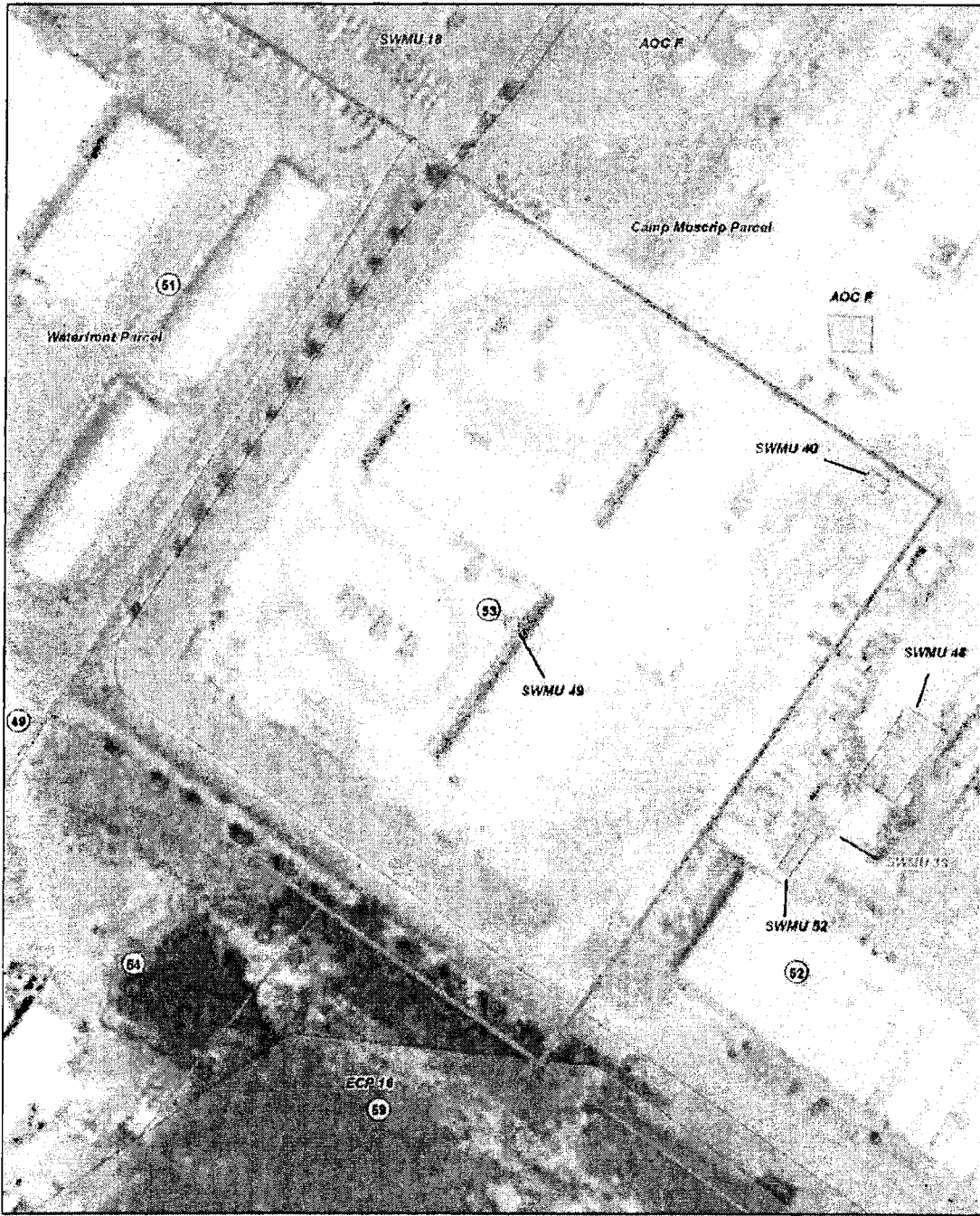
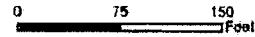
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Cleanup Status
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2008



1 inch equals 111 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 54

Common Name—Sale

Conveyance—Sale

Neighboring Parcel(s)—49, 51, 53, 56, 59

GENERAL REQUIREMENTS

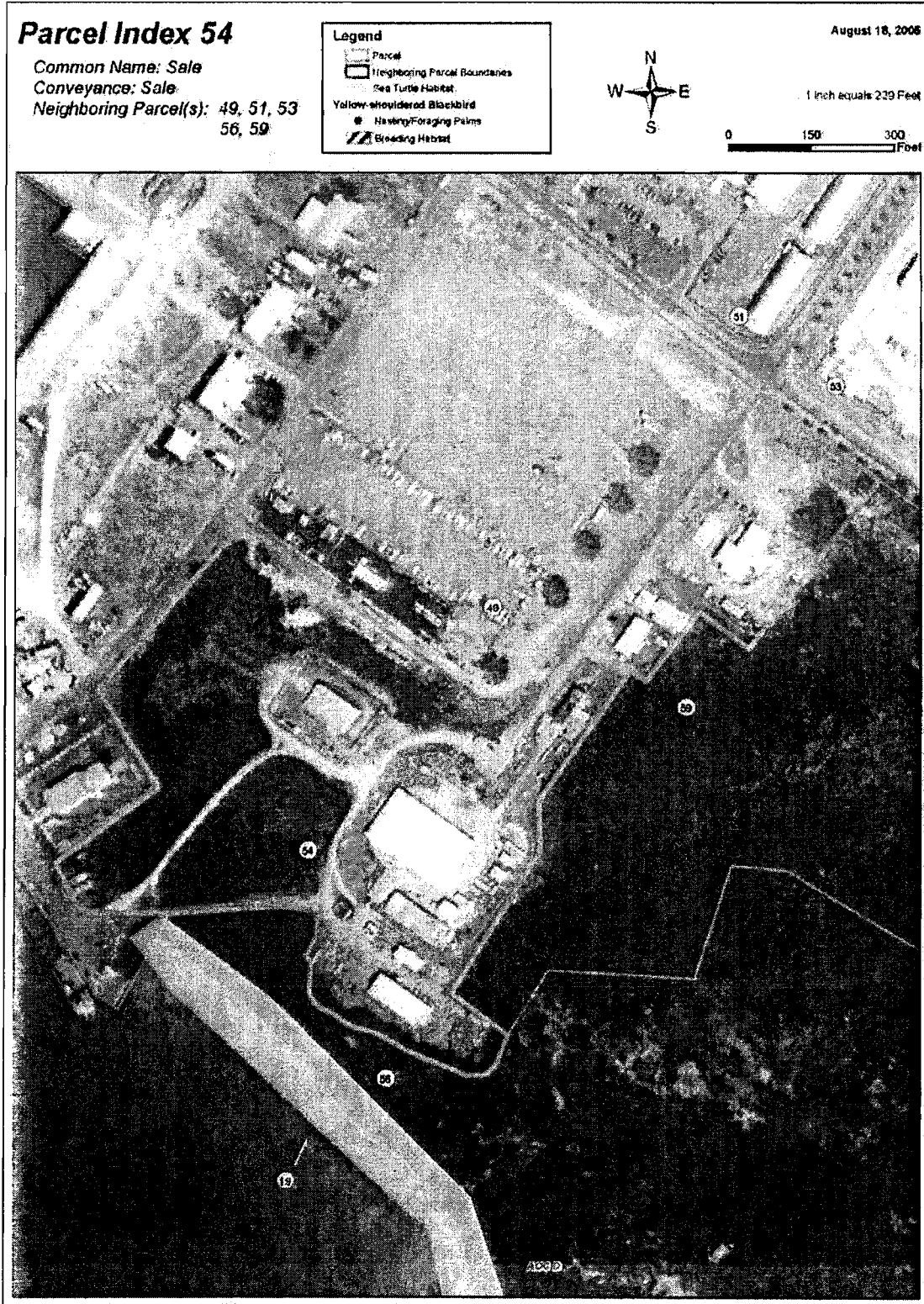
- No Requirements

Activity	Conservation Measures
NA	NA

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 54

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 49, 51, 53
56, 59

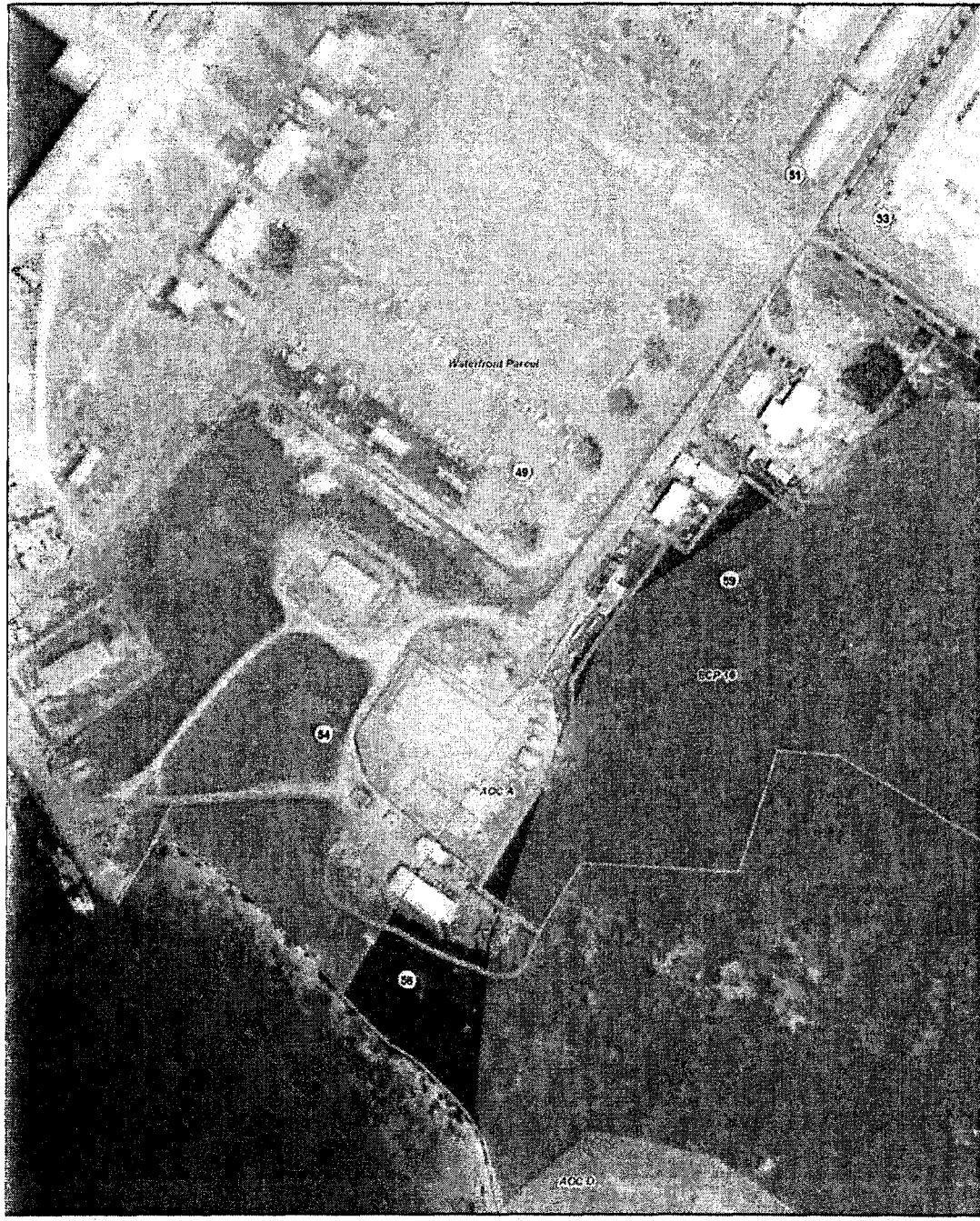
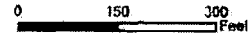
Legend:

-  Parcel
-  Neighboring Parcel Boundaries
-  Cleanup Status
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 16, 2006



1 inch equals 229 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 56

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—49, 54, 59

Sea Turtle

GENERAL REQUIREMENTS

- Consult with U.S. Fish and Wildlife Service (USFWS) and Puerto Rico Department of Environmental Resources (DNER) on all beach use plans and permit requirements
- Notify USFWS if you observe an injured or dead turtle anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

Activity	Conservation Measures
Beach Development/Use	Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area). Implement USFWS/ Puerto Rico DNER precautionary measures for sea turtles before, during, and after development activities. Establish a 50 m buffer zone between any developed or undeveloped site and the land edge of the sea turtle nesting beach.

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 56

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 49, 54, 59

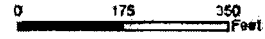
Legend

-  Parcel
-  Neighboring Parcel Boundary
-  Sea Turtle Habitat
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Pairs
-  Breeding Habitat

August 18, 2008



1 inch equals 250 Feet



Parcel Index 56

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 49, 54, 59

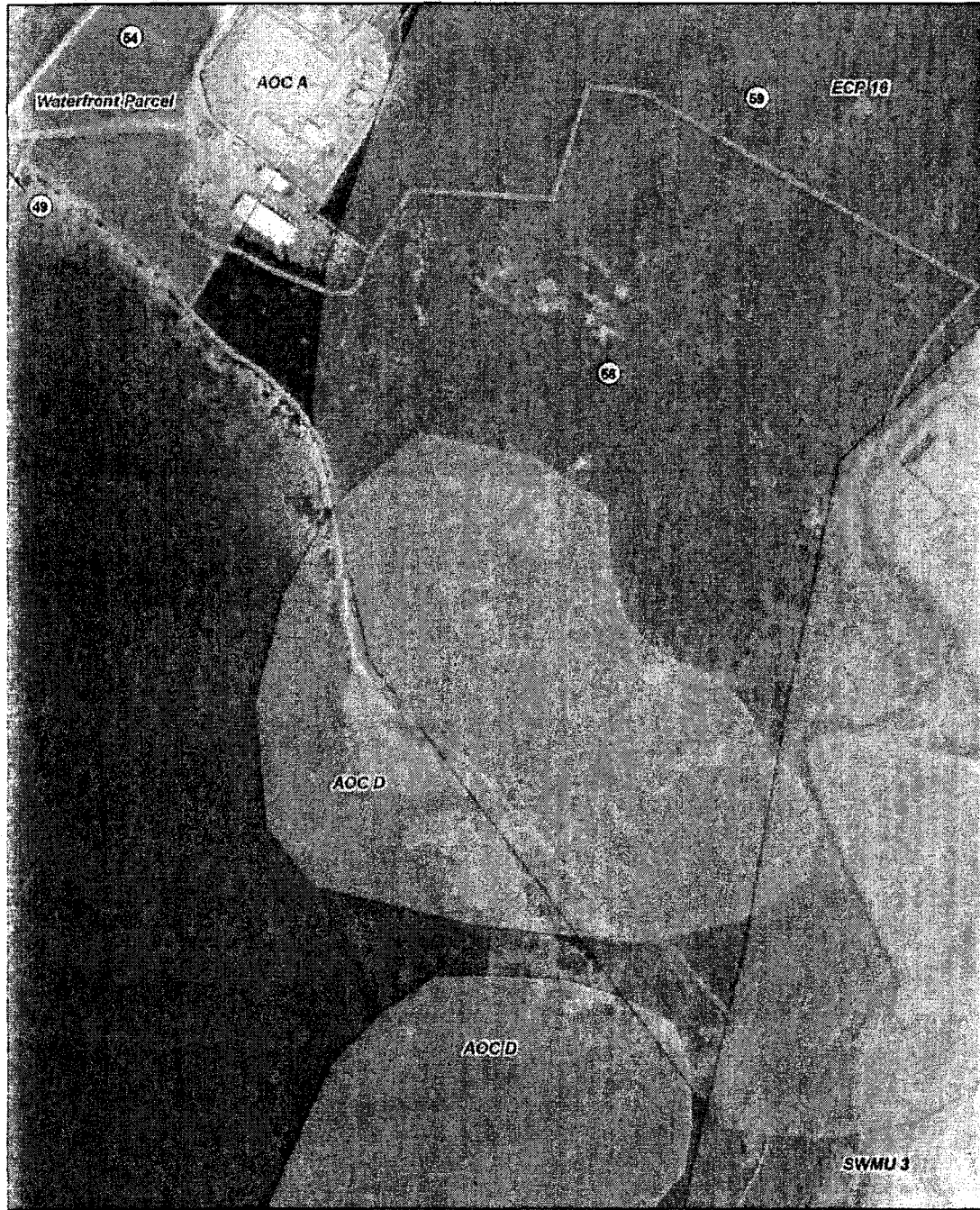
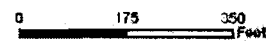
Legend

- Parcel
- Neighboring Parcel Boundaries
- Cleanup Status
 - Complete with Land Use Controls
 - Complete
 - Cleanup Remaining

August 18, 2005



1 inch equals 250 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 59

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—52-54, 56-58, 60-62

Yellow-shouldered Blackbird

GENERAL REQUIREMENTS

- No development is allowed in Parcel 58 (Conservation)
- All development related activities (new construction, ground clearing, demolition/remodeling) adjacent to conservation parcels (58) between September 1 and March 15 (non-breeding season) or be restricted to an area 50 m from the conservation 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.

Activity	Conservation Measures
Development Planning	Save as many existing on site palms and trees as possible in new development plans.
New Construction/Clearing	If undeveloped yellow-shouldered blackbird habitat is proposed for clearing consult with the USFWS a minimum of one year prior to planned project initiation.
Demolition/Remodeling	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 activity is scheduled to occur between March 15 and August 30. Consult with USFWS if a yellow-shouldered blackbird nest is found.
Grounds Maintenance	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).
General Operations	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.
Property Sale/Lease	Notify buyer/lessee of all mitigation requirements (see above) and include mitigation with all legal documents.

Sea Turtle

GENERAL REQUIREMENTS

- Consult with U.S. Fish and Wildlife Service (USFWS) and Puerto Rico Department of Environmental Resources (DNER) on all beach use plans and permit requirements.
- Notify USFWS if you observe an injured or dead turtle anywhere on the property (787-851-7297).
- Pesticide and herbicide applications must follow Commonwealth of Puerto Rico regulations.

***Parcel Map for the Disposal
of Naval Activity Puerto Rico***

Activity	Conservation Measures
Beach Development/Use	<p>Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area).</p> <p>Implement USFWS/ Puerto Rico DNER precautionary measures for sea turtles before, during, and after development activities.</p> <p>Establish a 50 m buffer zone between any developed or undeveloped site and the land edge of the sea turtle nesting beach.</p>

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 59

Common Name: *Safe*
Conveyance: *Safe*
Neighboring Parcel(s): 52-54,
56-58, 60-62

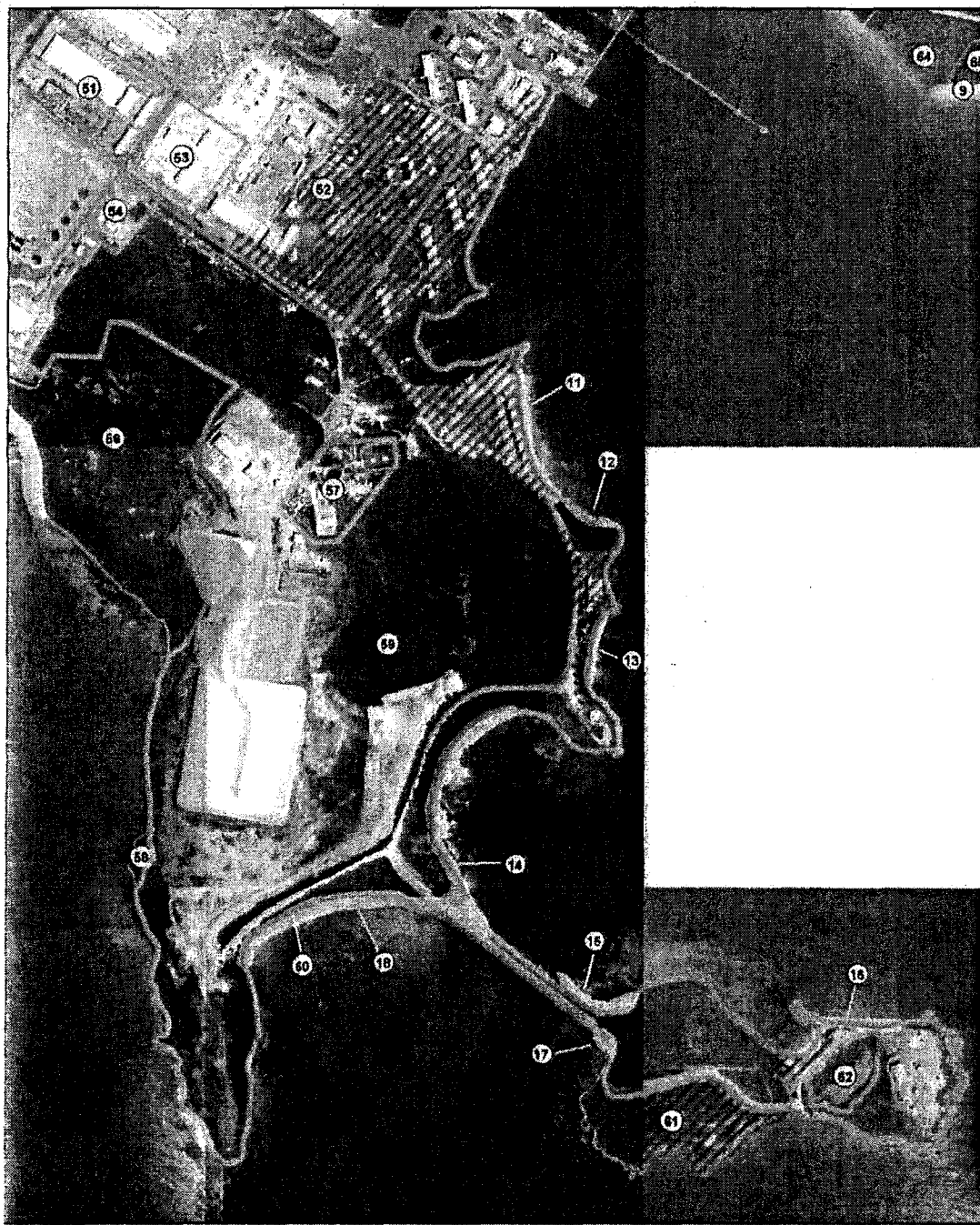
Legend

-  Parcel
-  Neighboring Parcel Boundaries
-  Sea Turtle Habitat
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2008









1 inch equals 785 Feet



Parcel Index 59

Common Name: *Sale*
 Conveyance: *Sale*
 Neighboring Parcel(s): 52-54,
 56-58, 60-62

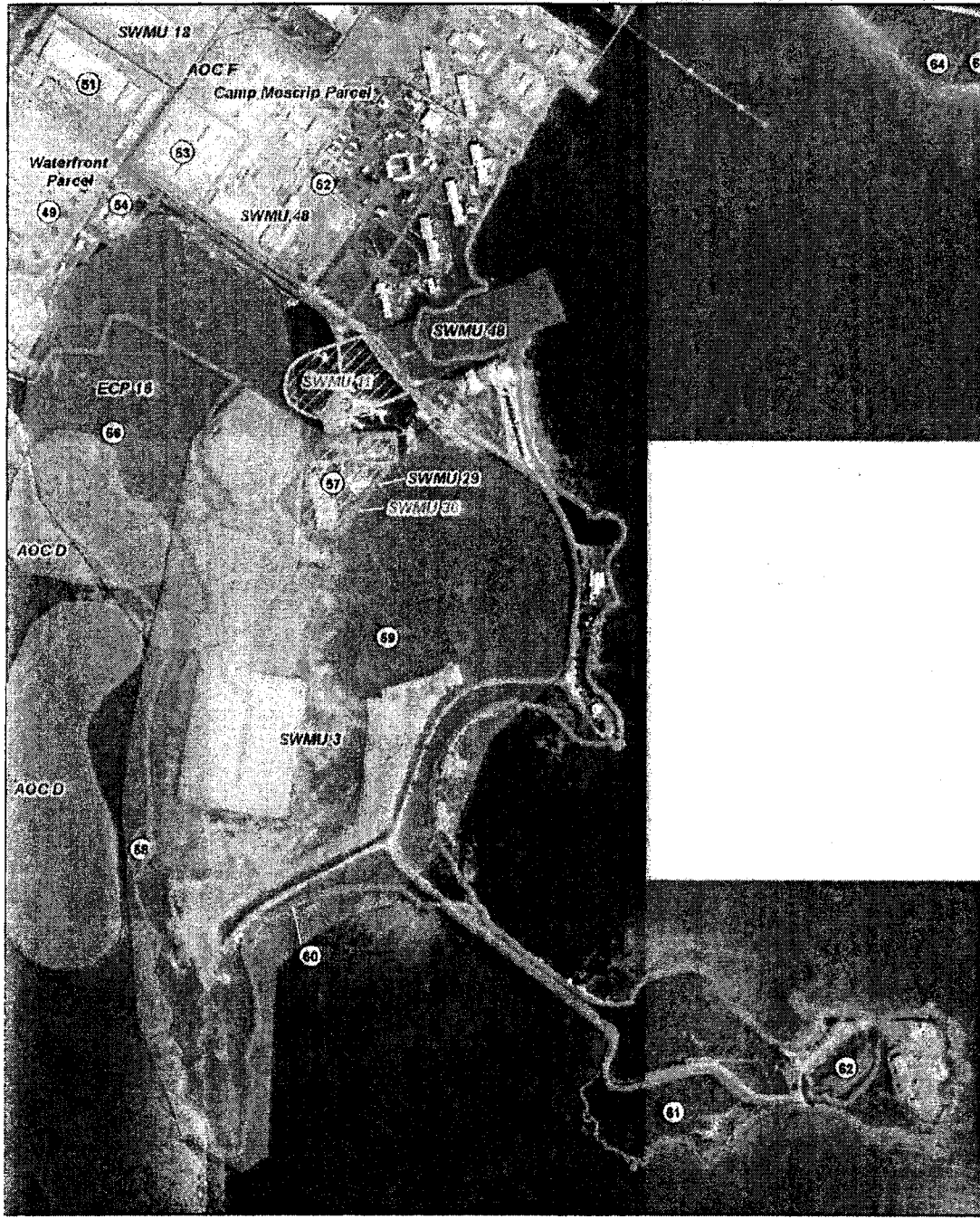
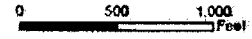
Legend

-  Parcel
-  Neighboring Parcel Boundary
-  Cleanup Status
-  Complete with Land Use Controls
-  Complete
-  Cleanup Remaining

August 18, 2008



1 inch equals 786 Feet



THREATENED AND ENDANGERED SPECIES CONSERVATION MEASURES—PARCEL 64

Common Name—Sale
Conveyance—Sale
Neighboring Parcel(s)—39, 65, 66

Sea Turtle

GENERAL REQUIREMENTS

- Consult with U.S. Fish and Wildlife Service (USFWS) and Puerto Rico Department of Environmental Resources (DNER) on all beach use plans and permit requirements.
- Notify USFWS if you observe an injured or dead turtle anywhere on the property (787-851-7297).

Activity	Conservation Measures
Beach Development/Use	Implement all USFWS and Puerto Rico DNER lighting standards/requirements (includes parcels bordering the nesting area). Implement USFWS/ Puerto Rico DNER precautionary measures for sea turtles before, during, and after development activities. Establish a 50 m buffer zone between any developed or undeveloped site (parcel 59) and the land edge of the sea turtle nesting beach.

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 64

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 39, 65, 68

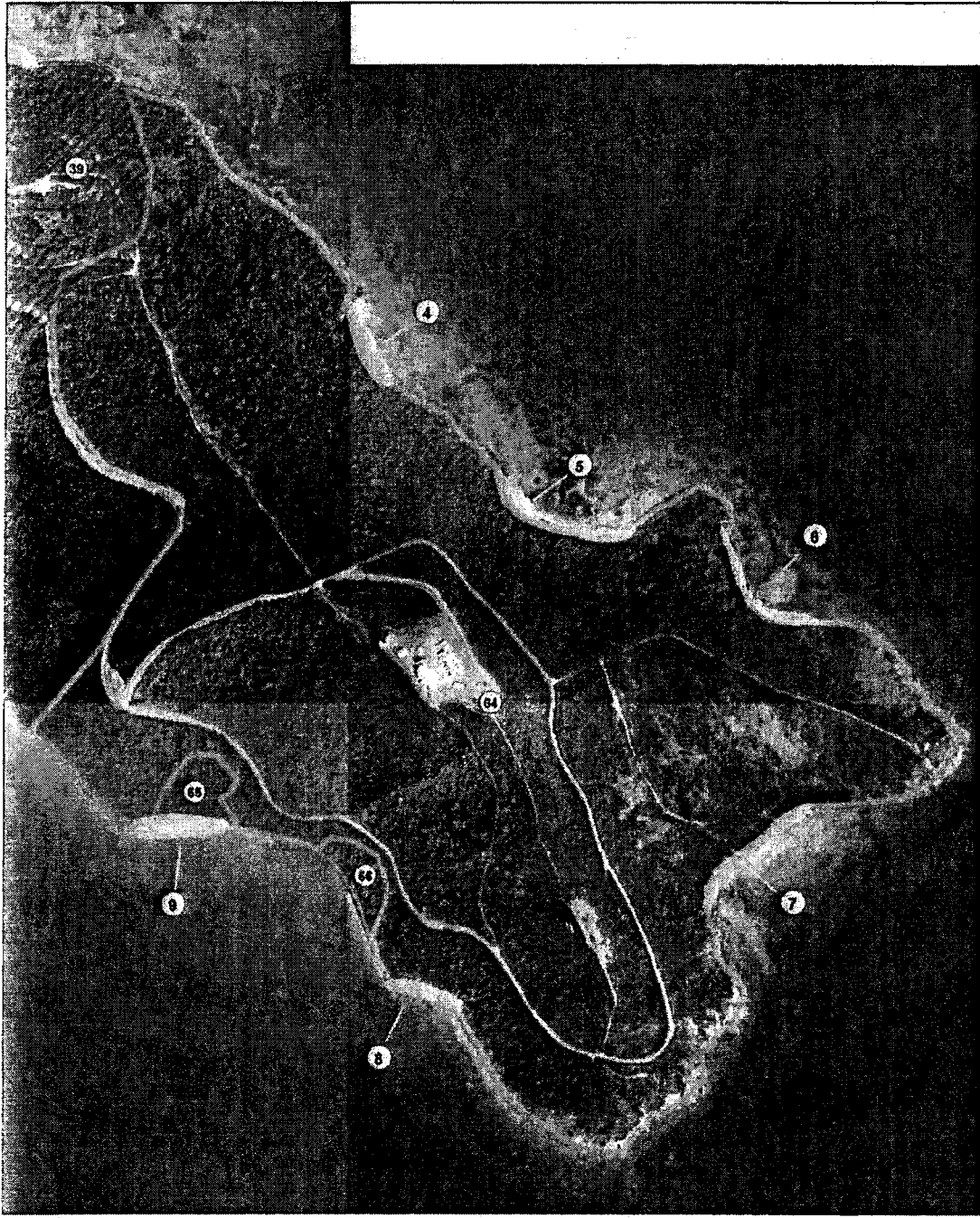
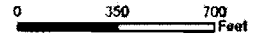
Legend

-  Parcel
-  Neighboring Parcel Boundary
-  Sea Turtle Habitat
-  Yellow-shouldered Blackbird
-  Nesting/Foraging Palms
-  Breeding Habitat

August 18, 2008



1 inch equals 540 Feet



Parcel Index 64

Common Name: Sale
Conveyance: Sale
Neighboring Parcel(s): 39, 65, 66

Legend

- Parcel
- Neighboring Parcel Boundaries
- Cleanup Status
 - Complete with Land Use Controls
 - Complete
 - Cleanup Remaining

August 18, 2008



1 inch equals 540 Feet

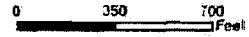
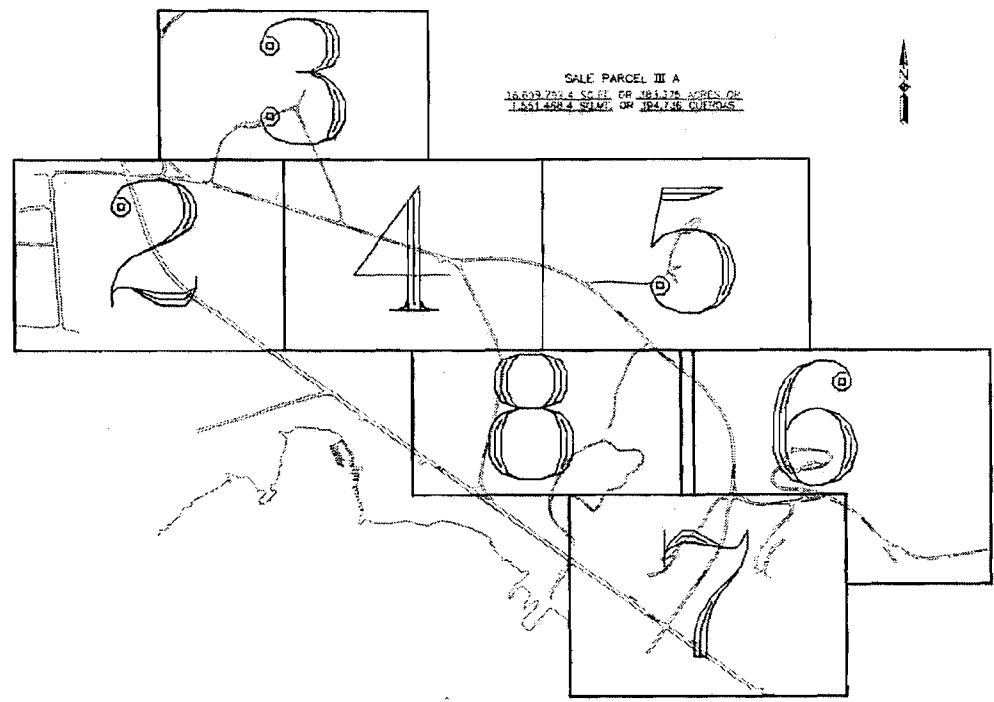
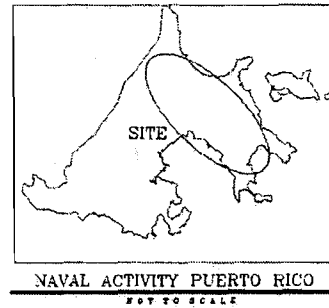
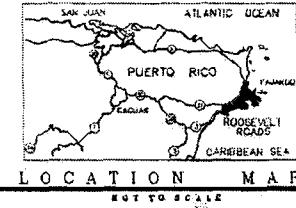


Exhibit D

Boundary and Carve Out Survey Maps

SURVEY NOTES

1. BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED BY SEPTEMBER & DECEMBER 2000. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF SAN JUAN, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/AMERICAN ISLANDS STATE PLANS COORDINATE SYSTEM, NAD 83 (1987 ADJUSTMENT). HORIZONTAL COORDINATES WERE DERIVED USING D.M. FREEDMAN GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODETIC SURVEY MONUMENTS ANGEL (PGC 438897), FAJANCO (PGC 408341), PLACACIO 2 (PGC 488848) AND MT BRITTON (PGC 488353).
3. THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAN:
 - A) PLAT FILED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROAD" BOUNDARY MEASUREMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. NAVAL DRAWING No. 432298, DATES FEBRUARY 16, 2000.
4. PLANIMETRIC DATA AND SHORELINE PROVIDED BY HOWLAND ELME ASSOCIATED PORTSMOUTH, N.H. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE N.C. SURVEY FROM FEBRUARY 1998.



SALE PARCEL III A
 16,639.7214 SQ. FT. OR 381.776 ACRES OR
 1,551,488.4 SQ.M. OR 384,738 CUYDARS



CERTIFICATION

I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS PARTICULARLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE INVESTIGATIONS THAT I HAD BEEN MADE BY ME.

Date: 4/28/06

LUIS BERRIOS MONTES
 Surveyor License No. 0088

LUIS BERRIOS MONTES
 100 Avenida de las Americas, Suite 200
 San Juan, Puerto Rico 00909
 Tel: 787-762-1111 Fax: 787-762-1115
 www.transystems.com

LEGEND

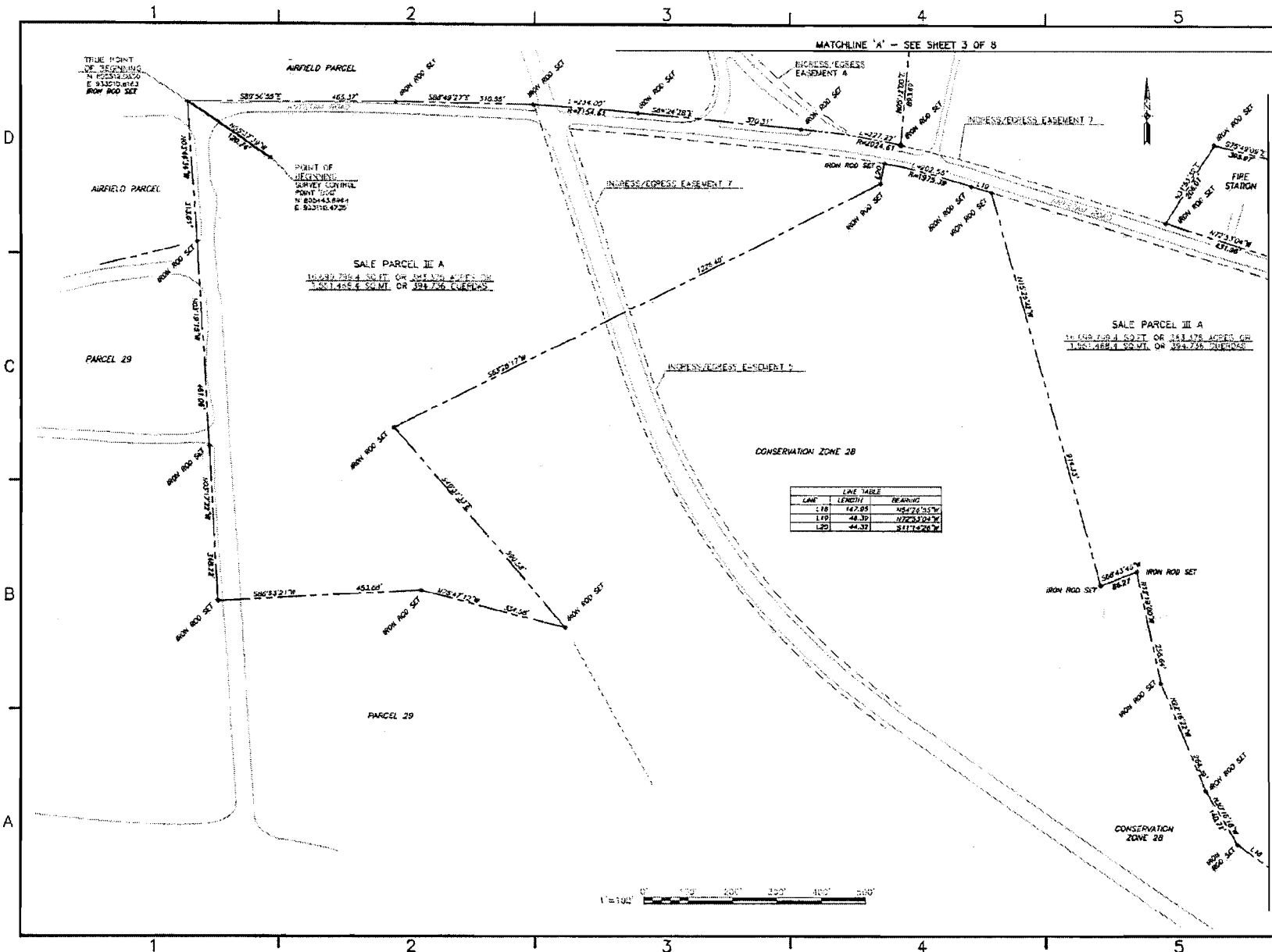
CONCRETE MONUMENT FOUND ●

IRON ROD SET ○

PROPERTY LINE ————

ENCUMBRANCE LINE - - - - -

<p>TransSystems 1000 Avenida de las Americas, Suite 200 San Juan, Puerto Rico 00909 Tel: 787-762-1111 Fax: 787-762-1115 www.transystems.com</p>	
PROJECT: SALE PARCEL III A DATE: 4/28/06 DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	
CLIENT: ATLANTIC DIVISION PROJECT NUMBER: 0088 SHEET NUMBER: 1 OF 1	
PROJECT LOCATION: CUBA, PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A	
SCALE: AS SHOWN DATE: 4/28/06 DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	



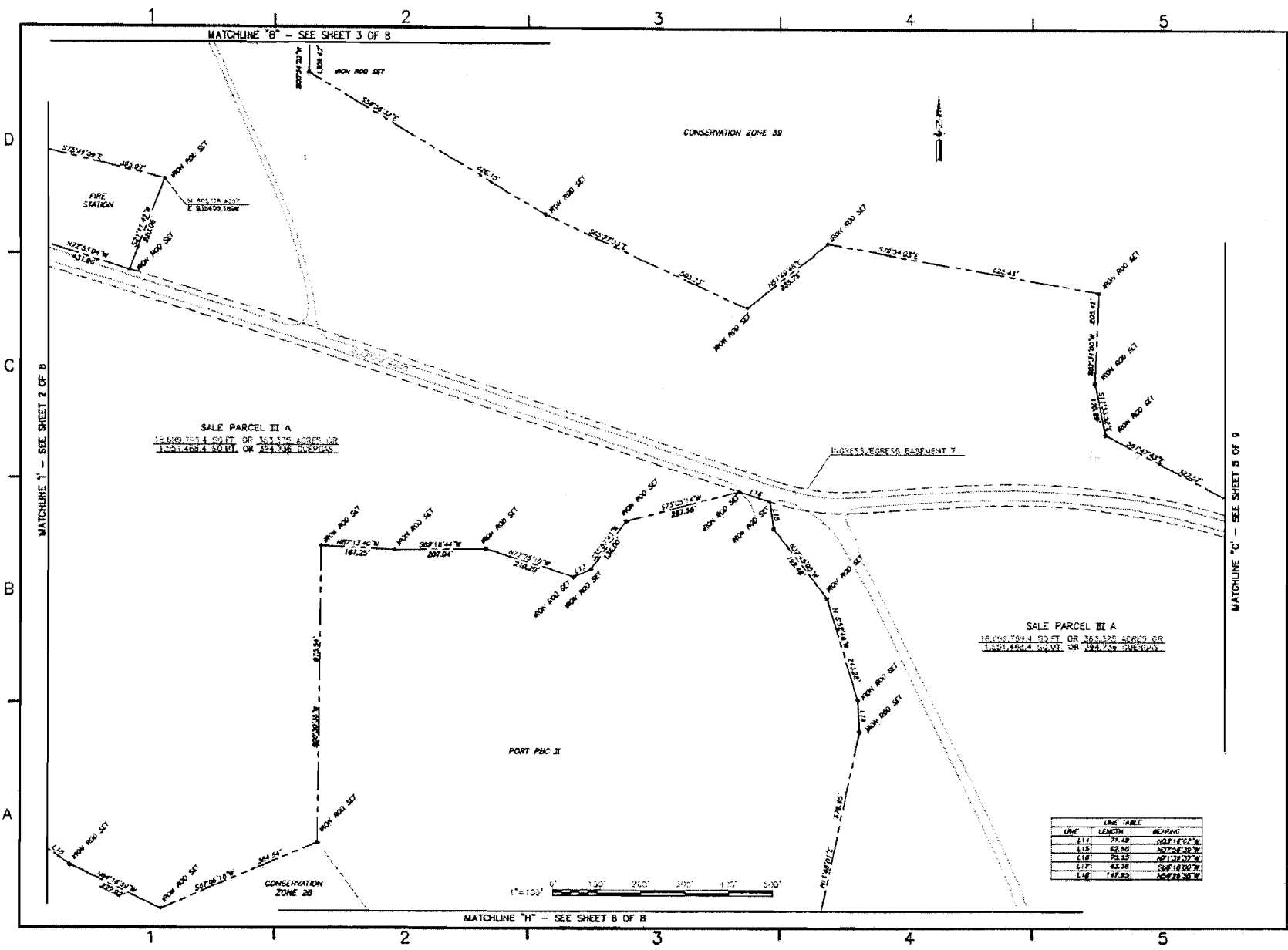
LINE TABLE		
LINE	LENGTH	BEARING
L18	747.85	N52°28'53\"/>
L19	48.39	N72°23'02\"/>
L20	44.32	S11°14'20\"/>



MATCHLINE 'A' - SEE SHEET 3 OF 8

MATCHLINE 'Y' - SEE SHEET 4 OF 8

Iron Systems	
Survey Point Center - 1800 100 North Street - Suite 1000 Phoenix, AZ 85001-1118 Phone: 602-997-1118 Fax: 602-997-8811 www.iron-systems.com	
PROJECT - SALE PARCEL III A DATE - 11/11/11 DRAWN BY - DL CHECKED BY - DL SCALE - AS SHOWN PROJECT NUMBER - 11111111 SHEET NUMBER - 4 OF 8	
ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO NAVAL STATION ROOSEVELT ROADS SALE PARCEL III A	
DRAWING NUMBER - 11111111-02-D-7019 DRAWING REVISIONS - 0	



SALE PARCEL III A
 16,009.78± SQ FT OF 33,174 ACRES OR
 1,341,484.4 SQ FT, OR 244.78± ACRES

SALE PARCEL III A
 16,009.78± SQ FT OF 33,174 ACRES OR
 1,341,484.4 SQ FT, OR 244.78± ACRES

LINE	LENGTH	BEARING
L14	77.49'	N07°12'21"W
L15	62.90'	N07°26'38"W
L16	73.53'	N07°14'22"W
L17	43.58'	S08°18'00"W
L18	147.25'	N04°21'36"W

Iron Systems

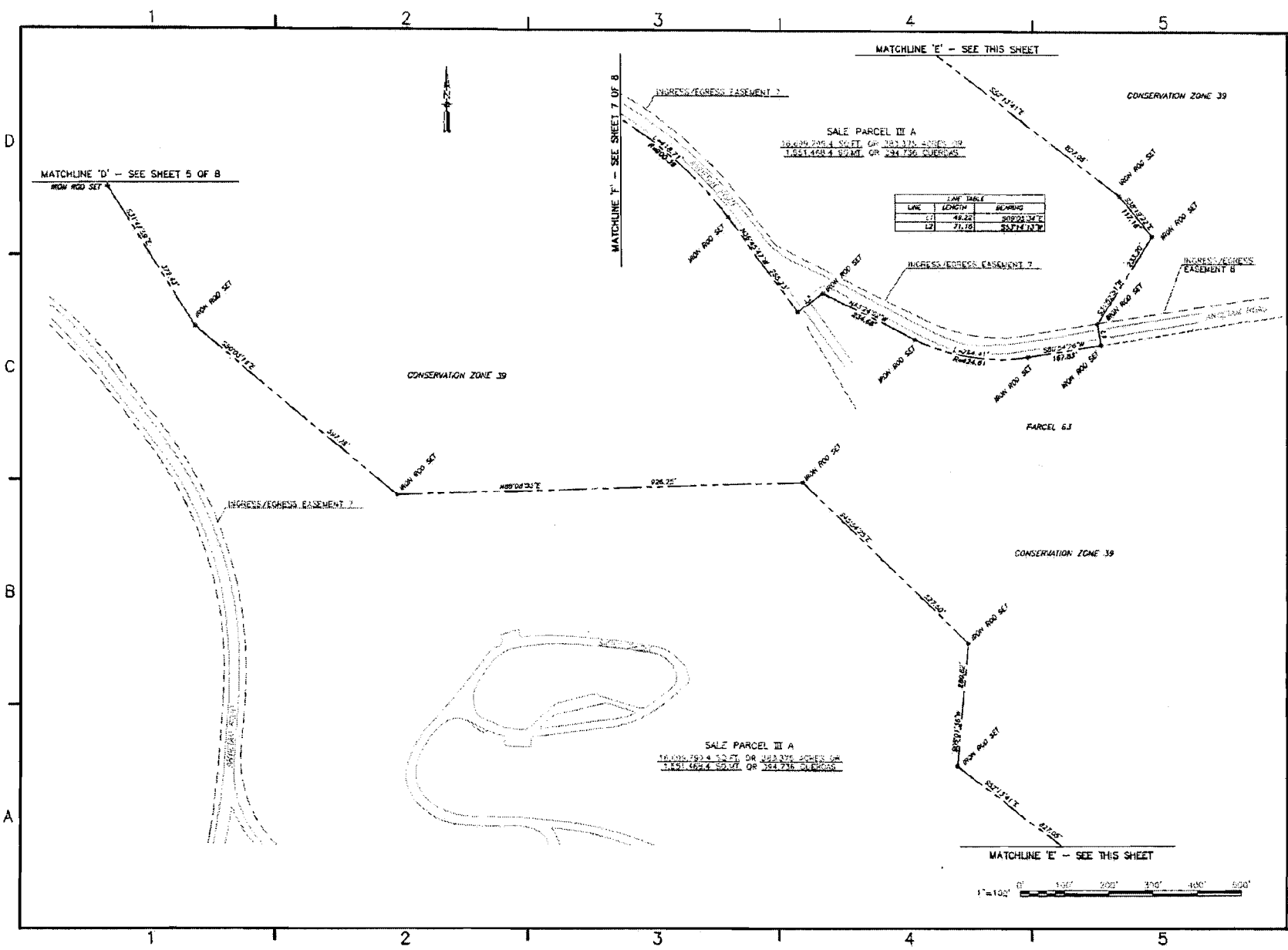
100 South Street - Suite 1000
 Philadelphia, PA 19106
 Phone: 781-231-1111 Fax: 781-231-1133
 www.ironsystems.com

ATLANTIC DIVISION
 NAVAL ACTIVITY, PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III A

16,009.78± SQ FT OF 33,174 ACRES OR
 1,341,484.4 SQ FT, OR 244.78± ACRES

16,009.78± SQ FT OF 33,174 ACRES OR
 1,341,484.4 SQ FT, OR 244.78± ACRES

16,009.78± SQ FT OF 33,174 ACRES OR
 1,341,484.4 SQ FT, OR 244.78± ACRES

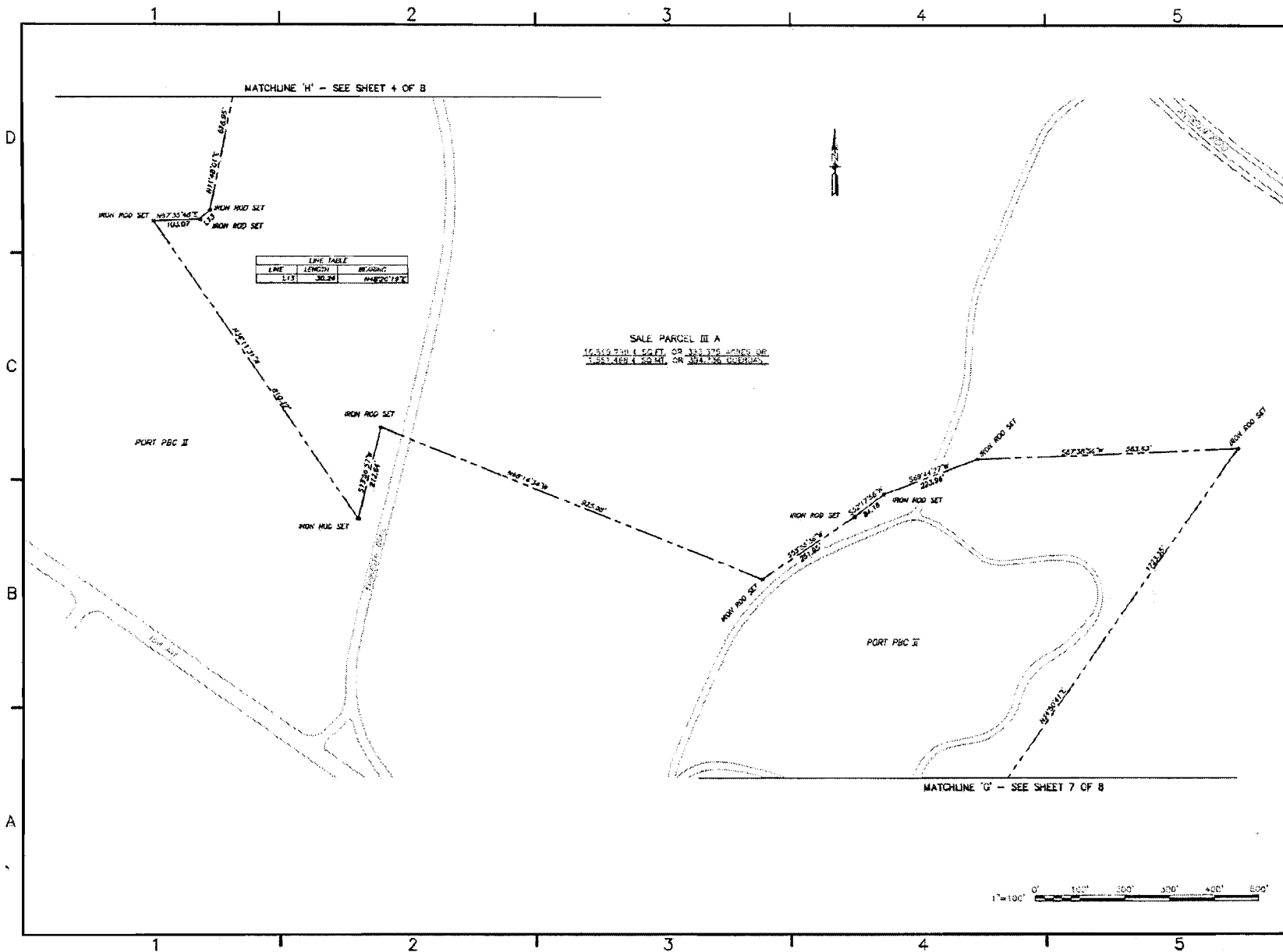


SALE PARCEL III A
 10,629.746 ± SQ. FT. OR 242.374 ± ACRES ±
 1,651,453 ± SQ. FT. OR 374.736 ± ACRES ±

LIVE TABLE		
LANE	LENGTH	BEARING
E1	48.32'	S0202°34'7"
E2	21.78'	S5214°12'7"

SALE PARCEL III A
 16,000.793 ± SQ. FT. OR 362.375 ± ACRES ±
 1,651,453 ± SQ. FT. OR 374.736 ± ACRES ±

State Route District - Puerto Rico 150 Beach Street - Suite 2000 San Juan, Puerto Rico 00906 Phone: 787-977-7111 Fax: 787-977-1110 www.i-transystems.com	
PROJECT:	
REVIEW - APPROVED BY:	
DATE:	
FOR THE ENGINEER/ARCHITECT:	
DATE:	
SCALE:	AS SHOWN
TITLE:	SALE PARCEL III A
ATLANTIC DIVISION NAVAL ACTIVITY PUEERTO RICO CEBIA, PUEERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS	
DATE OF PREPARED DRAWING:	08/24/20
DATE OF REVISION:	
BY:	
CHECKED BY:	
APP. NO.:	
SCALE:	AS SHOWN
PROJECT NO.:	082420-02-0-7419
DATE:	
BY:	



LINE TABLE		
LINE	LENGTH	BEARING
173	30.29	N46°20'19\"/>

SALE PARCEL III A
 16,319.700 ± SQ. FT. OR 373,378 ± ACRES OR
 1,353,484 ± SQ. MT. OR 334,736 ± HECTARES

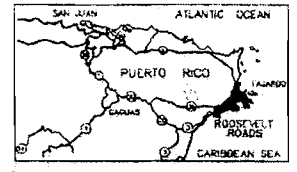
Tran Systems Dept. Project Center 150 South Alhambra City Blvd. #100 Alhambra, CA 91801 Phone: 917-887-1112 Fax: 917-887-1113 www.transystems.com	
PROJECT: SALE PARCEL III A	
DATE: 08/14/2019	
DRAWN BY: J. J. JONES	
CHECKED BY: J. J. JONES	
PROJECT NO.: 162470-02-D-7619	
SHEET: 2 OF 2	
TITLE: SALE PARCEL III A	
CLIENT: ATLANTIC DIVISION, NAVY ACTIVITY PUERTO RICO, CESA, PUERTO RICO, UNITED STATES GOVERNMENT PROPERTY, FORMER NAVAL STATION ROOSEVELT ROADS	
SCALE: 1"=100'	



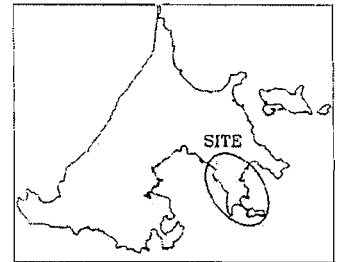
SURVEY NOTES

1. BOUNDARY SURVEY PREPARED BY TRANSSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN APRIL 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAIA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO/ARCHIPELAGO 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 (P.O. ADDRESS: TAMAÑO (P.R. 00984), HANCOCK 2 (P.O. ADDRESS) AND ST. CRISTOBAL (P.O. ADDRESS).
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 NEARBY REDEVELOPMENT SURVEY" PREPARED BY TRANSSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, NAVY'S DRAWING NO. 6522222, DATED FEBRUARY 15, 2005.
 - B) PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROAD FORESTRAL TREATMENT PLANT" PREPARED BY TRANSSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, DATED NOVEMBER 31, 2007.

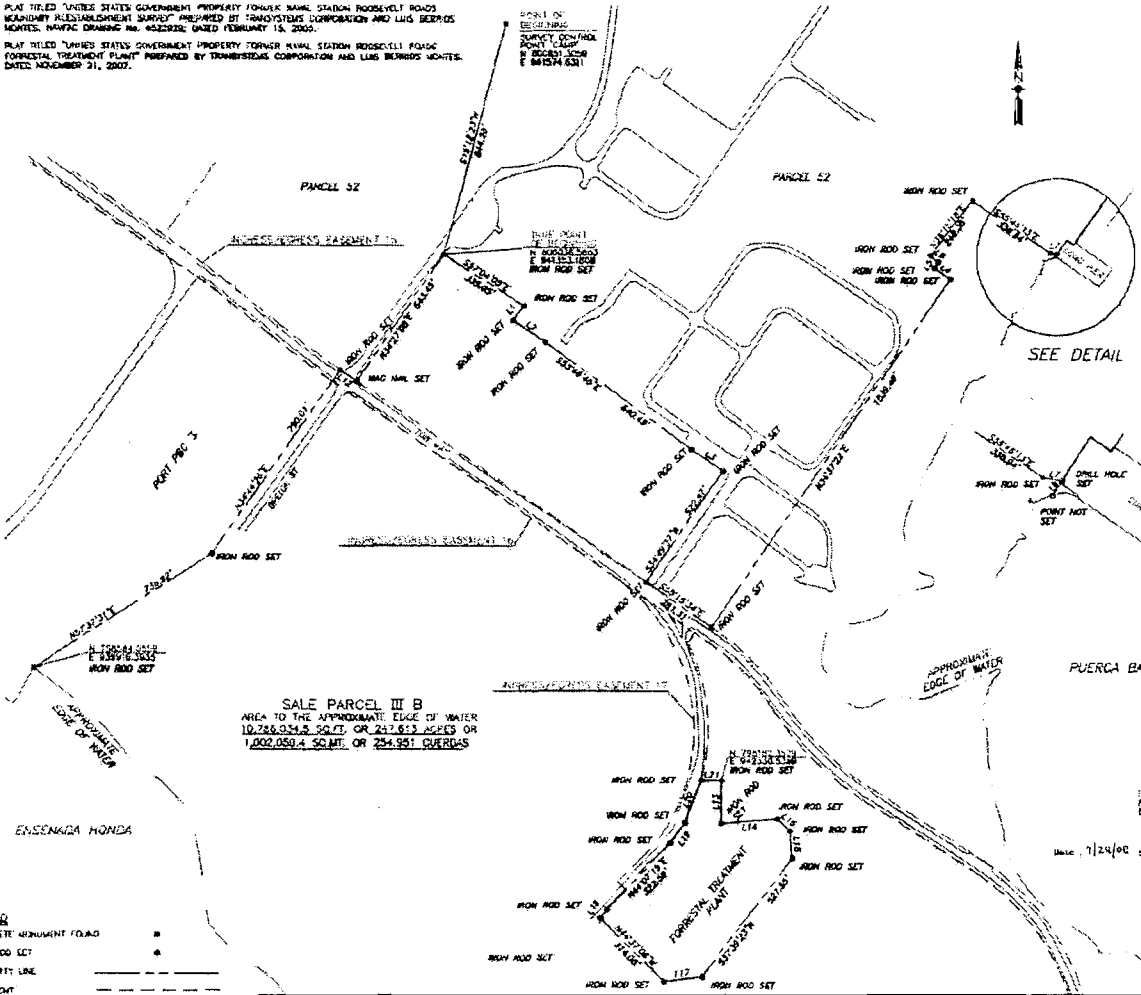
4. PLANNED DATA AND SHOWPLAN PROVIDED BY HOGARD EURE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY PLANNED FEBRUARY 1998.
5. DUE TO THE SPECIALIZED NATURE OF THE SUBJECT PROPERTY, HORIZONTAL-MARITIME REGULATIONS ARE INAPPLICABLE. AS A ONE-DIMENSIONAL COORDINATION, ALL FUTURE RECORDS OF THIS SUBJECT PROPERTY BY SUBSEQUENT SURVEY SHALL RECOGNIZE THE BOUNDARY OF THESE LANDS WITH REGARDS TO THE HORIZONTAL-MARITIME ZONE REGULATIONS. THE PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN UNCHANGED.



LOCATION MAP
NOT TO SCALE



NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LINE TABLE

LINE	LENGTH	BEARING
L1	61.83	S77°08'48"W
L2	136.97	S82°22'16"E
L3	158.29	S87°18'11"E
L4	83.36	N04°11'20"W
L5	24.39	N85°35'02"E
L6	35.58	N2°41'12"W
L7	22.79	S00°01'11"E
L8	15.75	S72°22'53"W
L9	48.02	S85°15'52"E
L10	125.18	S07°18'40"W
L11	102.61	N02°03'13"E
L12	64.22	S77°08'48"E
L13	87.60	S07°18'40"E
L14	135.12	S72°22'53"W
L15	36.81	N53°20'17"E
L16	80.42	N33°11'11"E
L17	183.27	N02°03'13"E
L18	73.51	N87°42'10"E

SALE PARCEL III B
AREA TO THE APPROXIMATE EDGE OF WATER
10,726,934.5 SQ. FT. OR 247,613 ACRES OR
1,002,050.4 SQ. MI. OR 254,951 CUERPOS

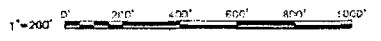


CERTIFICATION

I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS FAITHFULLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE DETERMINATIONS THAT HAD BEEN MADE BY ME.

Date: 7/24/08
 LUIS BERRIOS MONTES
 Surveyor License No. 0689
 LUIS BERRIOS MONTES
 Surveyor License No. 0689

- LEGEND**
- CONCRETE MONUMENT (T.O.A.)
 - IRON ROD SET
 - PROPERTY LINE
 - EDGE/MENT

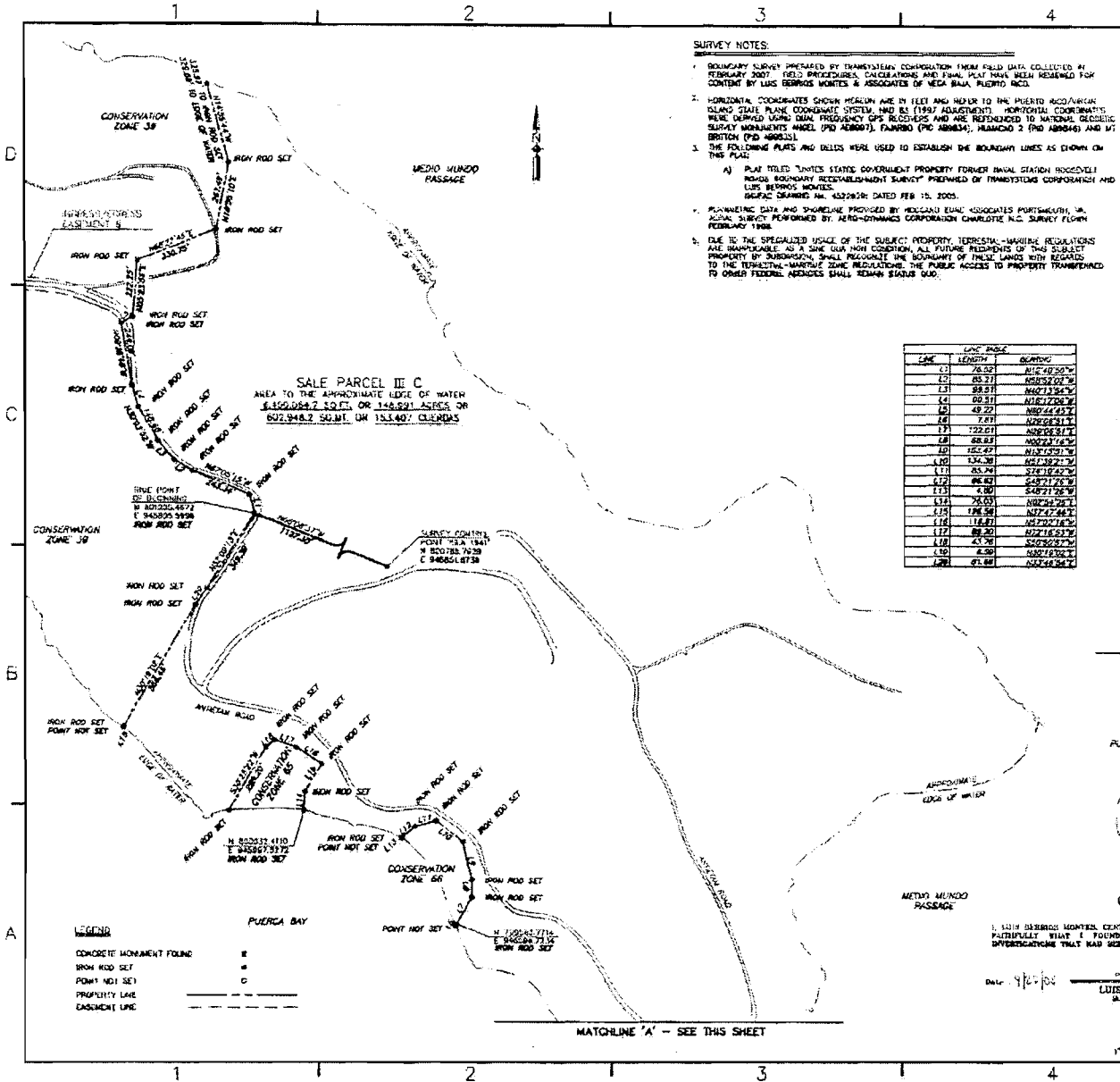


MATCHLINE 'A' - SEE SHEET 2 OF 2

Trail Systems
 Surveying & Mapping
 100 S. Highway 100, Suite 100
 P.O. Box 100, San Juan, P.R. 00901-0100
 Phone: (787) 761-1111
 Fax: (787) 761-1111
 Email: info@trail-systems.com

ATLANTIC DIVISION
 PUERTO RICO
 NAVAL ACTIVITY PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III B

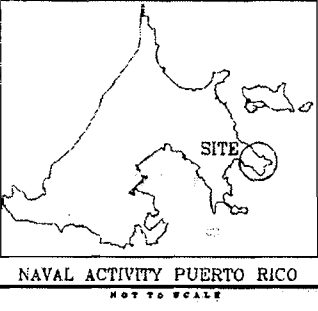
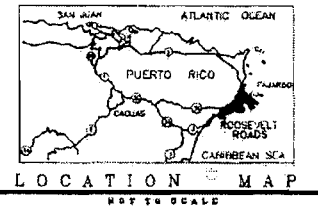
DATE: 7/24/08
 SHEET 1 OF 2



SURVEY NOTES:

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN FEBRUARY 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF MEDA BAJA, PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND INHER TO THE PUERTO RICO/AMERICAN ISLAND STATE PLANE COORDINATE SYSTEM AND RL (1987) ADJUSTMENTS. HORIZONTAL COORDINATES WERE DERIVED USING DATA FREQUENCY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODESIC SURVEY MONUMENTS MODEL (PID A88801), FAJURO (PID A88834), MANACAO 2 (PID A88848) AND MT BRITON (PID A88851).
- THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAT:
 - PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOUNDARY REESTABLISHMENT SURVEY" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES, MAPAC DRAWING NO. 4327870, DATED FEB 15, 2005.
- PROGNOSTIC DATA AND SHOWELINE PROVIDED BY MEDIANO REAL ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY KERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FROM FEBRUARY 1998.
- DUE TO THE SPECIALIZED NATURE OF THE SUBJECT PROPERTY, TERRESTRIAL-MARKING REGULATIONS ARE INAPPLICABLE. AS A ONE-DIMENSIONAL COORDINATION, ALL FUTURE PROCEEDINGS BY THIS SUBJECT PROPERTY BY SUBORDINATION, SHALL RECOGNIZE THE BOUNDARY OF THESE LANDS WITH REGARD TO THE TERRESTRIAL-MARKING ZONE REGULATIONS. THE PUBLIC ACCESS TO PROPERTY TRANSMITTED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS QUO.

LINE	LENGTH	BEARING
L1	76.02	N16°40'30"W
L2	83.21	N80°20'00"W
L3	88.57	N07°15'00"W
L4	60.31	N18°17'00"W
L5	49.27	N80°44'00"W
L6	7.67	N02°05'00"W
L7	122.01	N08°05'00"W
L8	88.83	N02°14'00"W
L9	125.67	N18°45'00"W
L10	134.30	N01°19'00"W
L11	85.74	S26°18'42"W
L12	86.80	S57°17'00"W
L13	4.89	S07°17'00"W
L14	76.03	N02°14'00"W
L15	178.58	N27°44'00"W
L16	114.8	N23°07'00"W
L17	88.20	N27°16'51"W
L18	43.78	S60°02'00"W
L19	4.89	N80°18'00"W
L20	81.81	N32°45'00"W



MATCHLINE 'A' - SEE THIS SHEET

CERTIFICATION

I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS PERFECTLY WHAT I FOUND PHYSICALLY ON THE GROUND AND/OR BY THE INVESTIGATION THAT WAS BEEN MADE BY ME.

Date: 9/10/08

LUIS BERRIOS MONTES
Surveyor License No. 6688

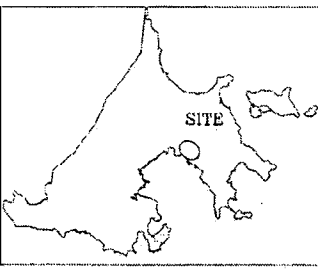
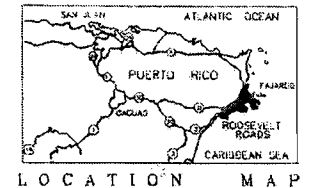
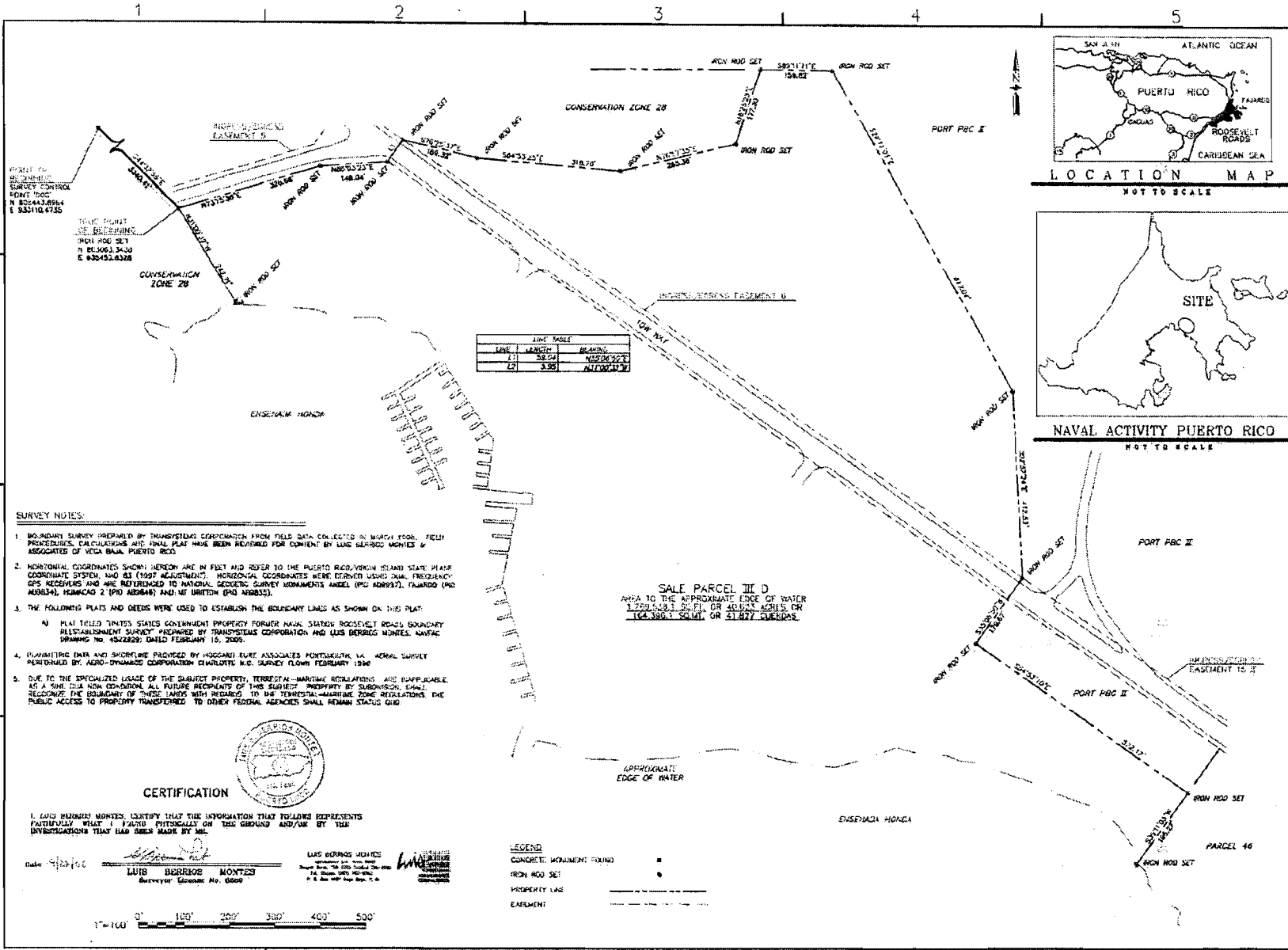
LUIS BERRIOS MONTES
Registered Professional Engineer License No. 4888

1"=200'

TRAN SYSTEMS
Surveying and Mapping Division
1000 West 10th Street, Suite 100
San Juan, Puerto Rico 00906
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www.transystems.com

ATLANTIC DIVISION
MEDA BAJA, PUERTO RICO
NAVAL ACTIVITY PUERTO RICO
FORMER NAVAL STATION ROOSEVELT ROADS
SALE PARCEL III C

DATE OF THIS SURVEY: 2007
SCALE: AS SHOWN
JOB NO.:
SHEET NO.:
TOTAL SHEETS:
PROJECT NO.:
DATE OF PREVIOUS SURVEY:
DATE OF PREVIOUS PLAT:
DATE OF PREVIOUS DEED:
DATE OF PREVIOUS PLAT:
DATE OF PREVIOUS DEED:
DATE OF PREVIOUS PLAT:
DATE OF PREVIOUS DEED:



LINE TABLE		
LINE	LENGTH	BEARING
1	3.24	N82°52'35\"/>
2	3.95	N47°02'41\"/>

- SURVEY NOTES:**
- BOUNDARY SURVEY PREPARED BY TRANSTEALS CORPORATION FROM FIELD DATA COLLECTED IN ACCORDANCE WITH FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA BAIA, PUERTO RICO.
 - HORIZONTAL COORDINATES SHOWN HEREON ARE IN FEET AND REFER TO THE PUERTO RICO, VIRGIN ISLAND STATE PLATE COORDINATE SYSTEM AND 63 (1987) ADJUSTMENT. HORIZONTAL COORDINATES WERE OBTAINED USING DATA FROM GEODINamica RECEIVED AND ARE REFERENCED TO NATIONAL GEODESIC SURVEY MONUMENTS LABEL (PGC 400097), FAUNDO (PGC 400314), HERRING 2 (PGC 400648) AND MT BRITTON (PGC 400633).
 - THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAN:
 - PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS BOUNDARY REESTABLISHMENT SURVEY PREPARED BY TRANSTEALS CORPORATION AND LUIS BERRIOS MONTES, NAVAFc DRAWING NO. 4502289, DATED FEBRUARY 15, 2005.
 - HYDROGRAPHIC DATA AND SHORELINE PROVIDED BY HOGGARD ELLIOTT ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY AERODYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY DATED FEBRUARY 1996.
 - DUE TO THE SPECIALIZED NATURE OF THE SUBJECT PROPERTY, TERRESTRIAL-MARITIME REGULATIONS ARE APPLICABLE AS A RESULT OF THE CONSERVATION. ALL FUTURE INCIDENTS OF THIS SUBJECT PROPERTY BY SUBROGATION, SHALL RECOGNIZE THE BOUNDARY OF THESE LOTS WITH REGARD TO THE TERRESTRIAL-MARITIME ZONE REGULATIONS. THE PUBLIC ACCESS TO PROPERTY TRANSFERRED TO OTHER FEDERAL AGENCIES SHALL REMAIN STATUS QUO.



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 HAS BEEN MADE BY ME.

Date: 4/23/06
 LUIS BERRIOS MONTES
 Surveyor License No. 0600

LUIS BERRIOS MONTES
 Surveyor License No. 0600

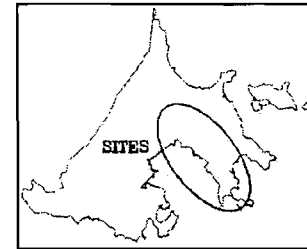
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- CONCRETE MONUMENT FOUND
 - IRON ROD SET
 - PROPERTY LINE
 - EASEMENT



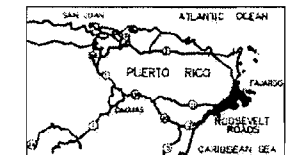
100 South Main Street, Suite 1000 San Juan, Puerto Rico 00901 Phone: 787-427-1111 Fax: 787-427-1118 www.trailsystems.com	
ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SALE PARCEL III D	
PREPARED BY: LUIS BERRIOS MONTES DATE: 4/23/06 SCALE: AS SHOWN SHEET NO. 1 OF 1	

SURVEY NOTES

- BOUNDARY SURVEY PREPARED BY TRANSYSTEMS CORPORATION FROM FIELD DATA COLLECTED IN 2004 AND 2007. FIELD PROCEDURES, CALCULATIONS AND FINAL PLAN HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF P.R.A. PUERTO RICO.
- HORIZONTAL COORDINATES SHOWN HEREIN ARE IN FEET AND REFER TO THE PUERTO RICO/VIENNA ISLAND STATE PLANE COORDINATE SYSTEM AND 83 (1987) ADJUSTMENT. HORIZONTAL COORDINATE BEING NEARBY USING STATE FREQUENCY GPS ALIQUOTS AND ARE REFERENCED TO NATIONAL QUADRANT SURVEY MONUMENTS: PUEBLO (190 JONAS), PARRISH (190 ARBOLA), HUANUCO 2 (190 ARBOLA) AND ST. JEROME (190 ARBOLA).
- THE FOLLOWING PLATS AND DEEDS WERE USED TO ESTABLISH THE BOUNDARY LINES AS SHOWN ON THIS PLAN:
 - PLAT TITLED "UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION RODSVELT ROAD; BOUNDARY REESTABLISHMENT PROJECT" PREPARED BY TRANSYSTEMS CORPORATION AND LUIS BERRIOS MONTES. MAPING DRAWING NO. 4322004 DATED FEBRUARY 19, 2004.
- PLANNING DATA AND SHOWING PROVIDED BY HIGUINE LUIRE ASSOCIATES PORTSMOUTH, VA. AERIAL SURVEY PERFORMED BY MERO-SPANNAS CORPORATION CHARLOTTE N.C. SURVEY FROM FEBRUARY 1994.
- NOTE: THIS PLAN SHOWS EVIDENCE OF RECORDS FOUND IN THE MAY REAL ESTATE OFFICE. THIS PLAN MAY NOT SHOW ALL GRANTS OR AGREEMENTS THAT COULD AFFECT SUBJECT PROPERTY.

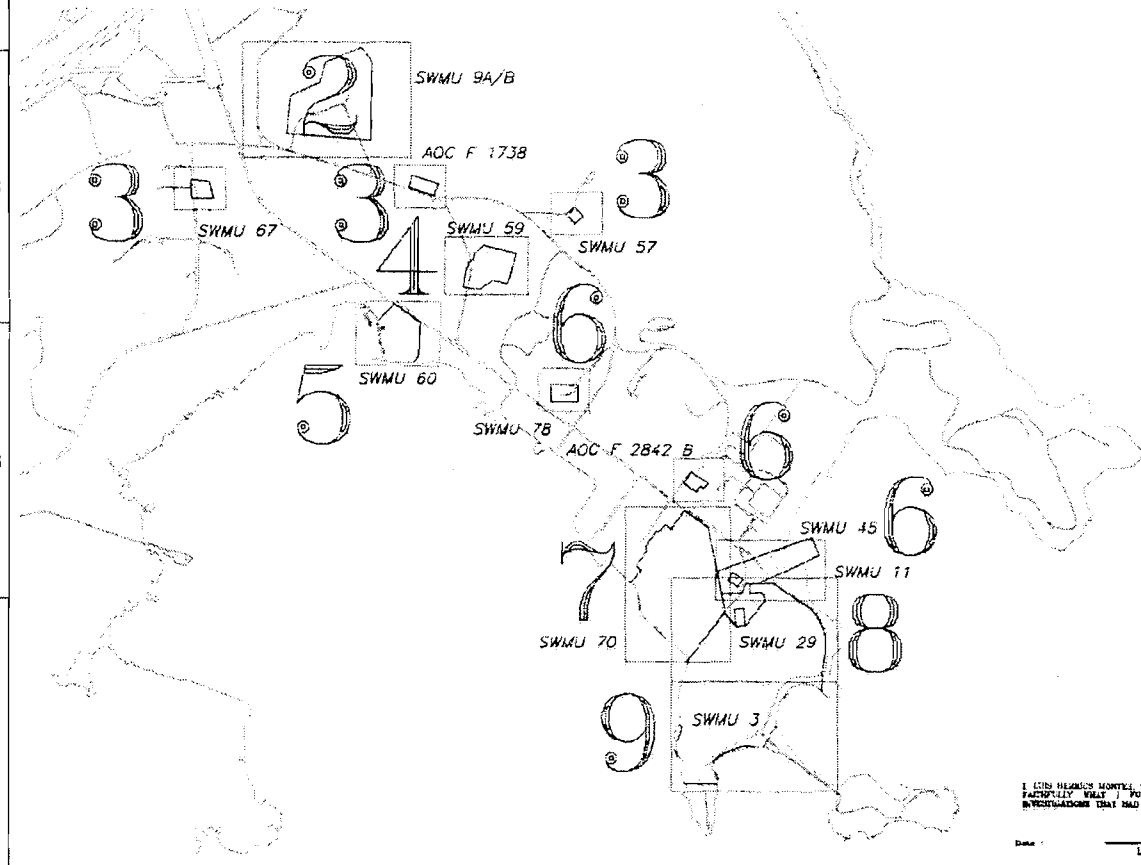


NAVAL ACTIVITY PUERTO RICO
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

- LEGEND**
- CONCRETE BOUNDARY MARKING
 - IRON NAIL SET
 - POINT FOOT SET
 - SMALL LANT LINE
 - FENCE LINE



CERTIFICATION

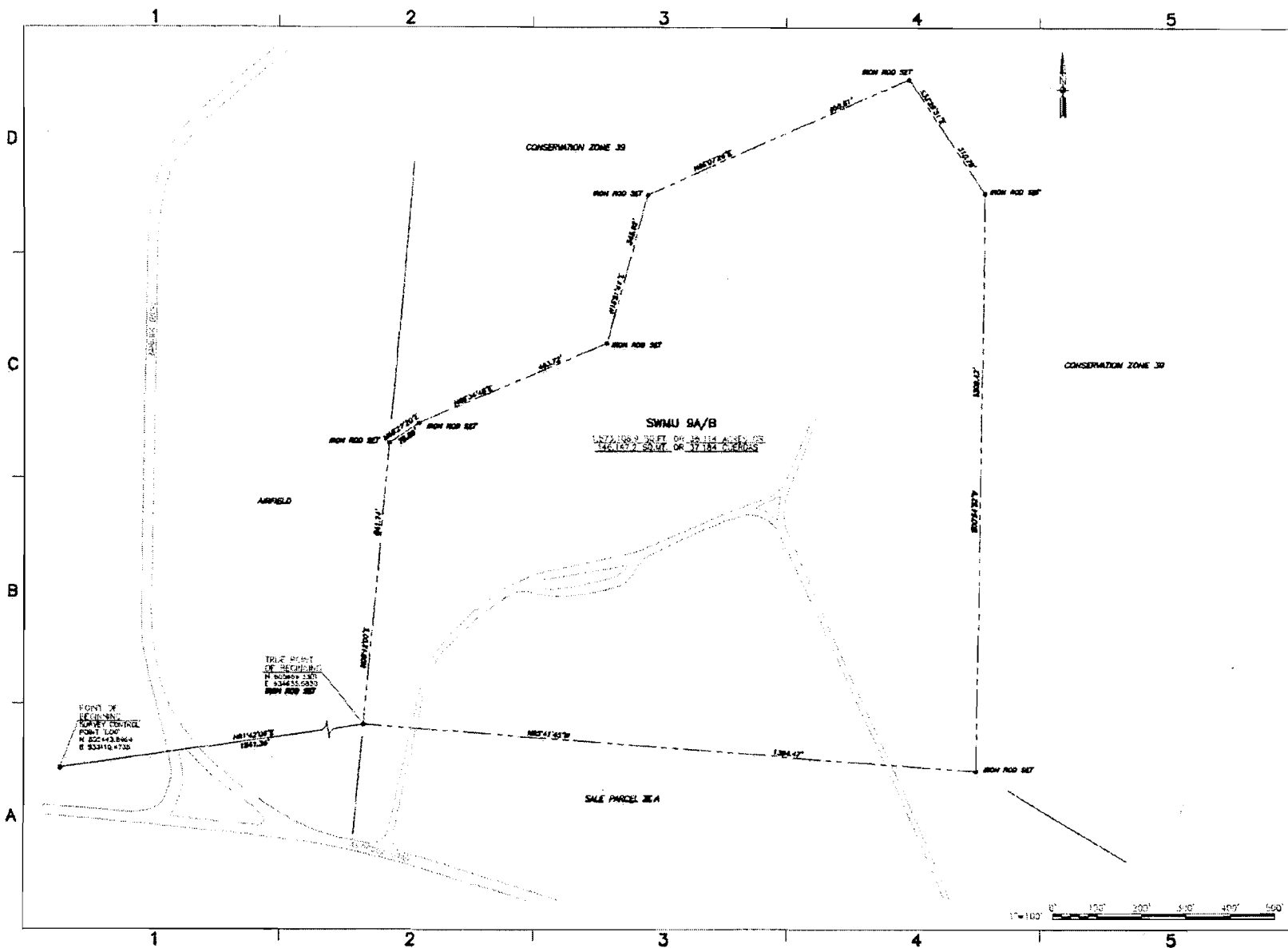
I, LUIS BERRIOS MONTES, CERTIFY THAT THE INFORMATION THAT FOLLOWS REPRESENTS FAITHFULLY WHAT I FOUND PERSONALLY ON THE GROUND AND/OR BY THE INSTRUMENTS THAT I DO REGULARLY USE.

Date: _____
LUIS BERRIOS MONTES
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ATLANTIC DIVISION
 NAVAL ACTIVITY PUERTO RICO
 UNITED STATES GOVERNMENT PROPERTY
 FORMER NAVAL STATION RODSVELT ROAD
 AND AREA SWMU/AOC SITES



POINT OF
RECORDING
POINT 100
N 22°14.0' E 866.4
E 83°11.0' S 73.0

TRUE POINT
OF RECORDING
N 82°49.0' E 200.0
E 83°45.0' S 63.0
IRON ROD SET

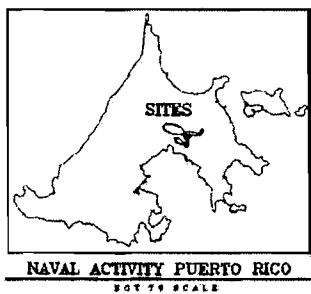
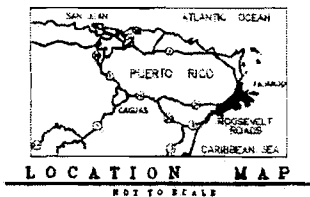
SWMU 9A/B
1477.28 ± SQ. FT. OR 33.114 ACRES ±
14,610.2 ± SQ. FT. OR 37.184 ACRES ±

Title Systems 145 N. 2nd Street, Suite 100 Norfolk, Virginia 23510-1010 Phone: 757/622-1111 Fax: 757/622-1114 www.title-systems.com	
PROJECT: SWMU 9A/B	
DATE: 08/20/2010	
DRAWN BY: [Redacted]	
CHECKED BY: [Redacted]	
APPROVED BY: [Redacted]	
PROJECT LOCATION:	
ATLANTIC DIVISION	
NAVAL ACTIVITY PLANNED BICO	
FEDERAL RECORDS	
UNITED STATES GOVERNMENT PROPERTY	
FORMER NAVAL STATION ROOSEVELT ROADS	
SWMU 9A/B	
SCALE: 1" = 100'	
SHEET NO. 1 OF 1	

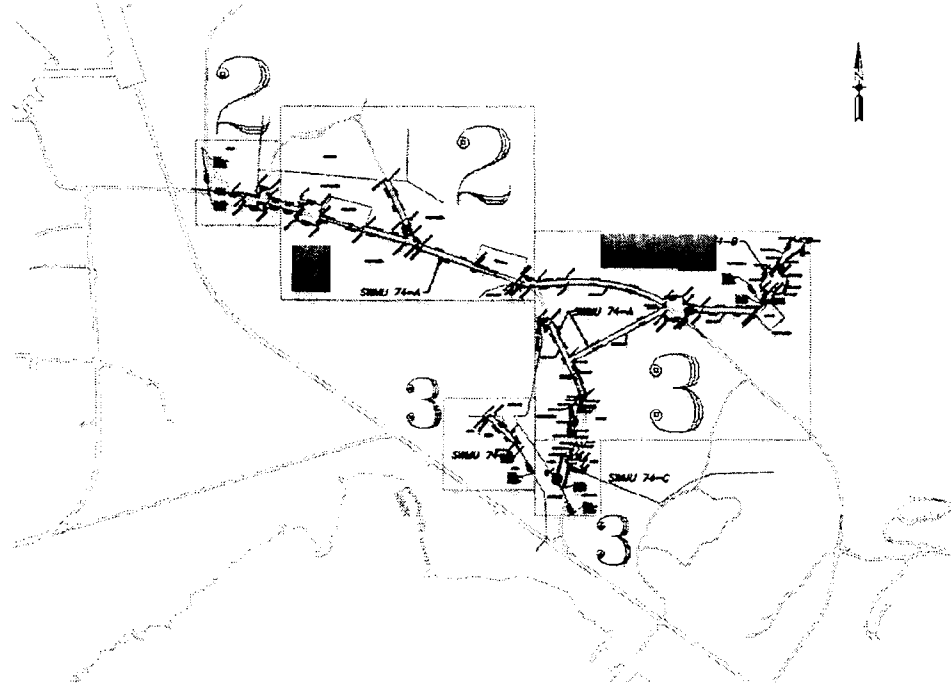
1 2 3 4 5

SURVEY NOTES:

1. BOUNDARY SURVEY PERFORMED BY TRANSDUCING COMPARISON FROM FIELD DATA COLLECTED IN NOVEMBER 2008. FIELD PROCEEDINGS, CALCULATIONS AND FINAL PLAT HAVE BEEN REVIEWED FOR CONTENT BY LUIS BERRIOS MONTES & ASSOCIATES OF VEGA SALA, PUERTO RICO.
2. HORIZONTAL COORDINATES SHOWN HEREIN ARE IN FEET AND REFER TO THE PUERTO RICO SPAIN ISLAND STATE PLANE COORDINATE SYSTEM, NAD 83 (1983 ADJUSTMENT). HORIZONTAL COORDINATES WERE OBTAINED USING TRIM TALKER/CHY GPS RECEIVERS AND ARE REFERENCED TO NATIONAL GEODESIC SURVEY MONUMENTS ANGEL (TPO ANAHELE), FANANGO (TPO ANAHELE), MANACAO 2 (TPO ANAHELE) AND ST BRITTON (TPO ANAHELE).
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 ROAD" BOUNDARY REESTABLISHMENT SURVEY PREPARED BY THOMAS/STEVENS CONSULTING AND LUIS BERRIOS MONTES, HAVING DRAWING NO. ASSESS. 0482 FEBRUARY 12, 2003.
4. PLIOMETRIC DATA AND SHORELINE PROVIDED BY HOLDMAN ELITE ASSOCIATES PORTSMOUTH, NH. AERIAL SURVEY PERFORMED BY AERO-DYNAMICS CORPORATION CHARLOTTE, N.C. SURVEY FLOWN FEBRUARY 1998.
5. NOTE THIS PLAT SHOWS EVIDENCES OF RECORDS FOUND IN THE NAVAL REAL ESTATE OFFICE. THIS PLAT MAY NOT SHOW ALL GRANTS OR EASEMENTS THAT COULD AFFECT SUBJECT PROPERTY.



D
C
B
A



LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD SET
- POINT NOT SET
- SUBM. LIMIT LINE

CERTIFICATION

I, LUIS BERRIOS MONTES CERTIFY THAT THE INFORMATION THIS FOLDING REPRESENTS FAITHFULLY REFLECTS THAT I FOUND PHYSICALLY OR VIA CHECKED AND/OR BY THE INVESTIGATIONS THAT HAD BEEN MADE BY ME.

Date: _____
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1 2 3 4 5

Survey Data Collector, 1000 Market Street, Suite 100, San Jose, CA 95128 Phone: 408-739-1000 www.trimble.com	
ATLANTIC DIVISION NAVAL ACTIVITY PUERTO RICO UNITED STATES GOVERNMENT PROPERTY FORMER NAVAL STATION ROOSEVELT ROADS SWMU 74	
DATE: _____ TIME: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	SCALE: _____ SHEET NO. _____ TOTAL SHEETS _____

D
C
B
A

Exhibit E

Tables

Table 1
 Naval Activity Puerto Rico
 Sale Parcel III FOST
 Facilities List
 Page 1 of 2

Facility #	Former User	Name	Area	Unit	Yr Built
27	SUPPLY	GENERAL SUPPLIES WAREHOUSE	32256	SF	1957
39	PWD	SEWAGE PUMPING STATION	1054	SF	1944
90	PWD	SWITCHGEAR SUBSTA 2/BLDG 90	1364	-	1943
96	PWD	POTABLE WATER STORAGE TANK	1.8 MM	-	-
111	SUPPLY	DOPE-THINNER WAREHOUSE	455	SF	1954
232	PWD	TELEPHONE CABLE HUT	35	SF	-
233	PWD	TELEPHONE CABLE HUT	35	SF	1948
375	MWR	TOILET BY BEACH	1785	SF	-
394	AFWTF	TORPEDO SHOP/UNDERGROUND DEP	16160	SF	1958
396	AFWTF	GUARD SHELTER	36	SF	1958
421	PWD	WATER STOR TANK-PT PUERCA	319	-	1943
445	MWR	BEACH PAVILION	2718	SF	1938
446-449	MWR	BEACH PAVILIONS	-	-	-
467	MWR	HOBBY SHOP(WOOD)	3321	SF	1960
480	SUPPLY	FLAMMABLE LOCKER	900	SF	-
483	PWD	BUS SHLTR EAST ON LANGLEY	140	SF	1959
484	MWR	TENNIS COURT	-	-	1960
496	PWD	BUS SHLTR FORESTAL (SUROPS)	190	SF	1961
774	NSWC	GENR AT TELEMETRY W/DF TNK	575	SF	1966
775	PWD	SEPTIC TANK AT TELEMETRY	36	-	1966
787	NSWU-4	NAVSPECWARUNIT4 MAINTSHOP	4000	SF	1966
792	NSWU-4	NSWU-4 VEH/BOATSHOP MAINT	4000	SF	1966
832	AFWTF	MISC STORAGE	750	SF	1962
870	AFWTF	ASROC FACILITY	2499	SF	1964
1684	MWR	SEA BREEZE CLUB	12240	SF	1969
1685	CUSTOMS	CUSTOMS	9094	SF	1969
1690	PWD	SEPTIC TANK	132	-	1969
1713	MWR	BASEBALL FIELD	2417	-	1972
1714	MWR	BASKETBALL COURT BY MARINA	1044	-	1972
1715	MWR	FLEET REC PARK	1280	SF	1972
1725	PWD	BUS STOP SHELTER BY MARINA	140	SF	1972
1730	AFWTF	MK-48 TORPEDO SHOP	4000	SF	1969
1742	PWD	SUBSTA I/INDUS.AREA BY B#90	5000	SF	1970
1768	AFWTF	ANTENNA POLE SUPPTD/N DELI	-	-	1969
1787	HOSP	ZOONOSIS CONTROL	1302	SF	1974
1788	PWD	PW SEA BEES SHOP/STGE	4800	SF	1970
1803	MWR	CONCRETE BOAT RAMP	-	-	1974
1812	PWD	SEWAGE LIFT STATION/MARINA	64	SF	1970
1915	-	NAVGTN'L AID TWR PT. PUERCA	4983	-	1975
1973	DRMO	DRMO GEN WHSE	12500	SF	1976
1989	-	MARINA BOATHOUSE	-	-	-
1997	PWD	100 GPM DUPLEX PUMP LIFT STA	100	SF	1979
2007	AFWTF	ASSP MAINT SHOP	1000	SF	1981
2009	DRMO	DRMO FLAMMABLE STORAGE	400	SF	1981
2010	DRMO	DRMO GENERAL WAREHOUSE	4000	SF	1981
2015	AFWTF	TORPEDO PAINT SHOP	100	SF	1971
2026-2032	MWR	BEACH PAVILIONS	100	SF	1972
2034	PWD	PEST CONTROL BUILDING	2501	SF	1983
2042	ACSS	ACSS WAREHOUSE	~5000	SF	-
2140	-	TRANSFORMER STA BY B#53	-	-	1974
2205	MWR	BAND STAND BLDG @ E.M.BEACH	2418	SF	1985
2231	-	GENR BY LIFT STA B39	-	-	1944
2265	CUSTOMS	FINGER PIER BTW PIER 1&2	-	-	1987
2267	MWR	MARINA PIERS	-	-	1975
2279	AFWTF	MOE BLDG	4000	SF	1988

Table 1
 Naval Activity Puerto Rico
 Sale Parcel III FOST
 Facilities List
 Page 2 of 2

Facility #	Former User	Name	Area	Unit	Yr Built
2283	NSWU-4	FUEL GAS STGE AT UDT	196	SF	1988
2288	AFWTF	OPER HAZ/FLAMMABLE STORAGE	222	SF	1989
2304	NWAC	TELEMETRY BLDG	9222	SF	1989
2308	PWD	BJS SHELTER BY B#1205	190	SF	1990
2312	PWD	HAZ WASTE STGE BY B#2042	100	SY	1989
2326	ACSS	ACSS HAZ FLAMM STGE BY B-2042	-	-	-
2329	CUSTOMS	FLAGPOLE BY B#1685	-	-	1990
2332	PRINTING	PRINTING PLANT	6240	SF	1993
2335	SUPPLY	HAZ/FLAMM STGE	5427	SF	1993
2342	AFWTF	MOE OPN'L STGE BY B-394	4000	SF	1993
2347	MWR	STGE BLDG BY B#1685	168	SF	1992
2349	AFWTF	MOE FLAMM STGE BLDG B#2015	484	SF	1993
3034	CB	EM CLUB	6275	SF	1969
3090	CB	OFFICERS LIVING ROOM	3462	SF	1969
3091	CB	EMBARK WAREHOUSE	4000	SF	1969
3092	CB	EMBARK WAREHOUSE	4000	SF	1969
3093	CB	CBLANT WAREHOUSE	6000	SF	1969
3094	CB	CBLANT WAREHOUSE	6000	SF	1969
3095	CB	CENTRAL SUPPLY ROOM	4000	SF	1969
3096	CB	CENTRAL SUPPLY ROOM	4000	SF	1969
3097	CB	CENTRAL TOOL ROOM	4000	SF	1969
3098	CB	CENTRAL TOOL ROOM	4000	SF	1969
3109	CB	PUBLIC WORKS STORAGE WAREHOUSE	4000	SF	1976
3118	CB	SPECIAL SERVICE BLDG/LIBRARY	2720	SF	1978
3137	CB	VEHICLE WASH RACK	2520	SF	1969
3151	CB	BERTHING HUT	1008	SF	1982
3164	CB	PHYSICAL FITNESS CENTER	6600	SF	1985
3175	CB	BOQ	14640	SF	1989
3176	CB	BEQ 3B (CPO)	27335	SF	1988
3178	CB	BEQ 3A	27280	SF	1988
3179	CB	BEQ 2	27280	SF	1988
3188	CB	ALFA CO MAINT BLDG	33900	SF	1989

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.

- Information not available or unknown

AFWTF Atlantic Fleet Weapons Training Facility
 ASROC Air Surface Range Operating Center
 BEQ Bachelor Enlisted Quarters
 BOQ Bachelor Officer Quarters
 CB Construction Battalion
 CBLANT Construction Battalion Atlantic
 CPO Chief Petty Officers
 DRMO Defense Reutilization Marketing Office
 EM Enlisted Men's
 HOSP Hospital
 MOE Marine Ocean Engineering
 MWR Morale, Welfare and Recreation
 NSWC Naval Surface Warfare Center
 NSWU-4 Naval Special Warfare Unit-4
 PWD Public Works Department

Table 2
Naval Activity Puerto Rico
Sale Parcel III FOST
Solid Waste Management Units and Areas of Concern Summary and Status
Page 1 of 4

Parcel	SWMU No.	Description	CERFA #	RCRA Status	Investigation and Remedial Action Summary and Status	Media Affected / Key Contaminants	Site Specific Land Use Controls	Current RCRA Phase	Remaining Work Required
Basewide	5	Dumpsters SWMU 5 is a "catch-all" for 114 metal dumpsters scattered throughout the station. By practice, these dumpsters were to receive only non-hazardous wastes.	1	CAC w/out Controls	No Further Action determination from 1994 Part B Permit. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from these units; RFI was not required.	NA	None	NA	None
3	10	Transformer Maintenance Area Substation 2 (Bldg. 90) Electrical transformers were repaired in the past and polychlorinated biphenyl (PCB)-containing transformer oils were poured on the ground.	2	CAC w Controls	A removal action was conducted to excavate and dispose of PCB-contaminated soil. Samples from temporary monitoring wells indicated PCBs were not present in groundwater. The Consent Order designated this SWMU Corrective Action Complete with Controls. Land Use Control plan submitted to EPA. A restriction to prohibit residential use will be included in transfer deed.	Soil - PCBs < industrial standard	1	NA	Maintain land use controls (LUCs)
3	13	Old Pest Control Shop (Bldg. 258) The Pest Control Shop operated at Building 258 (now demolished) from the late 1950s through 1983. Past practices and known spills indicate the release of pesticides into the soil and the adjacent drainage ditch, which discharges into the nearby bay (Ensenada Honda). In 1976, a 55-gallon drum of malathion, stored outside the building, ruptured. The spilled contents eventually washed into the drainage ditch located near the building. This ditch also regularly received rinse waters from the cleaning of pesticide application equipment over a storm drain that discharged to the ditch. Reportedly, excess pesticides also were poured into this ditch.	3	CMI	The RFI concluded the site had been impacted by past pesticide management, and that unacceptable environmental and human health risks exist due to levels of contaminants within the drainage ditches. A CMS was developed and completed with the primary goal to identify the appropriate technical approach needed to address releases to the drainage ditches at this site. A Corrective Measures Implementation (CMI) Work Plan Design Package was developed which proposed the excavation of the contaminated drainage ditch from the site. The CMI is underway. Remediation initiated Spring 2006.	Soil - Pesticides	1,4	Completion of CMI	Maintain LUCs
3	17	DRMO Non-Flammable Storage (Bldg. 1973) Fully enclosed, concrete and steel building that served as the main non-flammable hazardous waste container storage facility for the station. Good release controls were in place, and there was no evidence of releases of hazardous constituents.	3	CAC w/out Controls	No RFI was required because RCRA clean closure was certified.	NA (see SWMU 25)	None	NA	None
3	18	DRMO Ignitable Hazardous Waste Storage (Bldg. 2009) Fully enclosed metal building that served as the container storage building for ignitable hazardous wastes. There was no evidence of releases of hazardous constituents.	3	CAC w/out Controls	No RFI was required because RCRA clean closure was certified.	NA (see SWMU 25)	None	NA	None
3	25	DRMO Storage Yard Open area within the storage yard used to store ignitable hazardous wastes. During the 1988 VSI, oil staining was observed; during the 1993 follow-up inspection no staining was seen.	3	CAC with Controls	RFI sampling indicated several constituents exceeded their residential RBCs in soil, but not their industrial RBCs. A Land Use Control plan/deed restrictions are needed to maintain the integrity of the existing concrete in the LUC area to prevent exposure to underlying soils.	Soil - TPH	2	NA	LUC Plan
3	30	Former Incinerator Area (near SWMU 3) Inactive incinerator, formerly used to burn contaminated fuels, waste oils, and sludges. An incinerator on this site was reportedly dismantled and removed in 1983, and the present incinerator was built at that time. The 1993 follow-up inspection found that a 500-gallon UST associated with this unit was being removed. The Navy collected subsurface soil samples which indicated the presence of total recoverable petroleum hydrocarbon.	2	CAC with Controls	RFI sampling indicated soil poses no significant human health risks. Subsurface soils were removed to the Puerto Rico Environmental Quality Board clean up level of 100 ppm during UST removal. Residual, low level groundwater contamination is present. The Consent Order designated the site as Corrective Action Complete with Controls. A Land Use Control plan/deed restrictions are needed to specify a prohibition on use of groundwater for potable water supply.	GW - restriction based on antimony and zinc	4	NA	LUC Plan

Table 2
 Naval Activity Puerto Rico
 Sale Parcel III FOST
 Solid Waste Management Units and Areas of Concern Summary and Status
 Page 2 of 4

Parcel	SWMU No.	Description	CERFA*	RCRA Status	Investigation and Remedial Action Summary and Status	Media Affected / Key Contaminants	Site Specific Land Use Controls	Current RCRA Phase	Remaining Work Required
Basewide	33	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	NA	None
3	39	Former Battery Drain Area (Bldg. 3158) Small building with an attached, open-sided, roofed pad where, according to the 1988 VSI, discarded batteries were opened and their fluids drained into a tank. The tank had a curbed, concrete pad under it, which was cracked and stained. The 1993 follow up inspection found that this building was no longer used for draining and storing discarded batteries, but now contained assorted small cans of miscellaneous hydraulic fluids. In addition, the roofed pad was gone. No evidence of releases was observed during the 1993 follow up inspection. However, the open-air, battery drain tank's curb was cracked and stained.	2	CAC with Controls	RFI sampling did not indicate any significant releases; however, arsenic in soil exceeded residential cleanup standard. The Consent Order designated this site Corrective Action Complete with Controls. A Land Use Control plan has been submitted to EPA to prohibit residential land use.	Soil - arsenic	1	NA	None
3	40	Seabee Alpha Company Mobile Oil Tank A mobile 300-gallon tank in the Alpha Company Maintenance Yard which was used as a temporary collection and storage point for waste oils. Minor staining of the ground was observed during the 1988 VSI. The unit was no longer present and no soil staining was present in 1992.	2	CAC w/out Controls	No Further Action determination from 1994 Part B Permit. No knowledge or evidence of systematic and routine releases of hazardous wastes or constituents from this unit. RFI was not required. Visual re-inspection of unit was conducted during ECP field work; no visual evidence of release was observed.	NA	None	NA	None
3	46	Pole Storage Yard Covered Pad Large, roofed, open-sided, uncurbed, concrete pad used by the Public Works Department as a storage area for transformers, miscellaneous electrical equipment, and drums of PCB-contaminated material. Reportedly, similar materials may have been stored directly on the ground in adjoining areas. Evidence of past spills has been reported. The unit served as the main storage area for hazardous wastes generated by the Base Operating Support contractor during normal maintenance and stored for less than 90 days. Two similar pads used for the same purpose are located at the site. On the southern portion of the site is an area which was labeled on some old drawings as "contaminated soil pile." No other information was available. There is no evidence of a soil pile at the site now.	3	CAC with Controls	The RFI identified PCB contamination in the soils. The CMS recommended the performance of a CMI to remove contaminated soils from the site. Remediation was initiated Spring 2006 and soil removal completed. Site restoration to be completed January 2009.	Soil - PCBs	1	CMI	CAC with controls
Basewide	47	Local Satellite Disposal Areas Undefined "satellite disposal areas". Based on a March 1992 meeting between EPA and Navy representatives, these undefined satellite disposal areas are now classified as an Area of Concern (AOC).	1	CAC w/out Controls	No Further Action determination from 1994 Part B Permit. No knowledge of routine or systematic releases of hazardous wastes or constituents from these units. RFI was not required.	NA	None	NA	None

Table 2
Naval Activity Puerto Rico
Sale Parcel III FOST
Solid Waste Management Units and Areas of Concern Summary and Status
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Parcel	SWMU No.	Description	CERFA #	RCRA Status	Investigation and Remedial Action Summary and Status	Media Affected / Key Contaminants	Site Specific Land Use Controls	Current RCRA Phase	Remaining Work Required
3	49	500 Gallon Waste Oil Tank (Bldg. 3188) Identified during the 1993 follow-up inspection, this tank was located west of Building 3188 and surrounded by a concrete dike. No visual evidence of releases was observed. The tank is no longer present; however, the concrete bermed pad is still present.	1	CAC w/out Controls	No Further Action determination from 1994 Part B Permit. No knowledge or evidence of routine or systematic releases of hazardous wastes or constituents from this unit. RFI was not required. Visual re-inspection of the site during ECP field work showed tank has been removed, although surrounding concrete dike remains; no evidence of release was observed.	NA	None	NA	None
3	52	Storage Pad (near Bldg. 3158) Open air, uncurbed, concrete storage pad first identified during the 1993 follow-up inspection. The storage pad contained approximately 120 55 gallon drums of various oil products and other materials. The materials stored were product, and there was no indication of systematic and routine spills of hazardous constituents.	1	CAC w/out Controls	No Further Action determination from 1994 Part B Permit. RFI was not required. Visual re-inspection of site was conducted during ECP field work; no evidence of release was observed.	NA	None	NA	None
3	53	Malaria Control Building (Bldg. 64) Built in 1942, it was used to store pesticides such as malathion, aldrin, and dichlorodiphenyltrichloroethane (DDT). It is not known how long pesticides were stored in the building. It is assumed that pesticides were also mixed in the building and prepared for applications.	3	CAC with Controls	RFI sampling identified a release of pesticides to the soils. The CMS recommended demolition of Building 64 and removal of contaminated soil. Remediation was initiated Spring 2006 and soil removal completed. Now awaiting site restoration.	Soil - pesticides	1	CMI	CAC with Controls
3	58	Rifle Range at Punta Puerca Historic records reviews and interviews confirmed use of the area as a rifle range in the 1940's. Exact usage dates and frequency of use are unknown. The site includes a concrete bermed structure with galvanized piping protruding from the top of the concrete berm. There appeared to be no signs of strains or stressed vegetation.	1	CAC w/out Controls	ECP Phase III did not find any indication of a release. No contaminants of potential concern were identified in the ECP Phase II sampling program. Lead was detected in surface soil samples but all samples had lead concentrations less than base background and soil screening criteria.	NA	None	NA	None
3	AOC A	Torpedo Shop Inspected during the 1993 VSI. Based upon statements and historic reports, this SWMU managed Otto Fuel used in target drones. There is no indication that this site systematically or routinely released hazardous waste or constituents.	3	CAC with Controls (interior) CAC w/out controls (exterior)	Previously identified as No Further Action in 1994 Permit. The Consent Order required a Phase I RFI. Concrete and wipe samples detected contamination in epoxy-coated, concrete floor samples. Releases to the environment outside the building are not suspected. The Phase I RFI Report has been approved by the EPA.	No releases to the environment have been identified.		NA	Thorough cleaning of the Building interior prior to re-use.
3	AOC C	Transformer Storage Pads (Bldg. 2042) Located near Building 2042, it consists of three uncovered, concrete pads used primarily for outdoor storage of discarded transformers. Other discarded electrical materials, including batteries were observed. During the 1993 inspection, three transformers were observed well outside of the concrete pads and sitting directly on bare soil. During the 1988 VSI and the 1993 follow-up inspections, oil staining inside the concrete pads and evidence of releases to soil were observed.	3	CMI	Investigated as part of the SWMU 46 RFI which identified PCB contamination in the soils. The CMS recommended the performance of a CMI to remove contaminated soils from the site. Remediation was initiated Spring 2006 and soil removal completed. Site restoration to be completed January 2009.	Soil - PCBs	1	CMI	CAC with Controls

Table 2
Naval Activity Puerto Rico
Sale Parcel III FOST
Solid Waste Management Units and Areas of Concern Summary and Status
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Parcel	SWMU No.	Description	CERFA *	RCRA Status	Investigation and Remedial Action Summary and Status	Media Affected / Key Contaminants	Site Specific Land Use Controls	Current RCRA Phase	Remaining Work Required
Basewide	AOC D	Naval Station Outfalls - Sediments Consists of the marine sediments in the ocean adjacent to the station which may have been affected by the Station's storm water outfalls, one operating and two closed littoral landfills, recurring major oil spills, the possible submarine discharge of contaminated groundwater from the Tow Way Fuel Farm area, and past waste disposal practices, which included routine disposal of hazardous wastes and/or constituents into storm water drains. Three NPDES-permitted wastewater outfalls, and an undetermined number of storm water outfalls are present at NAPR.	2	CAC w/out Controls	Sediment investigations are being conducted with associated SWMUs; therefore, the Consent Order designated this AOC Corrective Action Complete without Controls.	NA	None	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

AOC	Area of Concern	ICM	Interim Corrective Measure	RCRA	Resource Conservation and Recovery Act
AST	Aboveground Storage Tank	IM	Interim Measure	RFI	RCRA Facility Investigation
BERA	Baseline Ecological Risk Assessment	JP-5	Jet Propulsion Fuel	SoB	Statement of Basis
CAC	Corrective Action Complete determination	GW	Groundwater	SVOC	Semi-Volatile Organic Compound
CERFA	Community Environmental Response Facilitation Act	LUC	Land Use Control	SWMU	Solid Waste Management Unit
CMI	Corrective Measures Implementation	MCL	Maximum Contaminant Level	TPH	Total Petroleum Hydrocarbons
CMS	Corrective Measures Study	MNA	Monitored Natural Attenuation	UST	Underground Storage Tank
COC	Chemical of Concern	NA	Not Applicable	VOC	Volatile Organic Compound
COPC	Chemical of Potential Concern	PAH	Polynuclear Aromatic Hydrocarbon	VSI	Visual Site Inspection
DRMO	Defense Reutilization Marketing Office	PCB	Polychlorinated Biphenyl		
ECP	Environmental Condition of Property	POL	Petroleum, Oils and Lubricants		
EPA	Environmental Protection Agency	PWD	Public Works Department		
ERA	Ecological Risk Assessment	RBC	Risk-Based Concentration		

Table 3
Naval Activity Puerto Rico
Sale Parcel III FOST
OWS, AST, and UST List

Number	Type	Location or User	Capacity	Material Stored	Year Installed	Year Removed
792	OWS	Boat Maintenance Shop	-	-	-	-
3137	OWS	SeaBees Camp - Alpha Company	-	-	-	-
1090 A	AST	Fuels Division; near marina	3,000	Diesel	2001	-
1090 B	AST	MWR, near marina	2,000	Mogas	2001	-
1729	AST	AFWTF	2,000	Diesel	1997	-
2020	AST	PWD	200	Diesel	1982	-
2304	UST	Telemetry Site, Punta Puerca	4,000	Diesel	1989	NA
3176	UST	BEQ 3B (CPO)	1,000	Diesel	1996	NA
3178	UST	BEQ 3A	1,000	Diesel	1996	NA
3179	UST	BEQ 2	1,000	Diesel	1996	NA
-	Former UST	Former Incinerator (SWMU 30)	500	-	-	1993

- Information not available or unknown

AFWTF Atlantic Fleet Weapons Training Facility
 AST Aboveground Storage Tank
 BEQ Bachelor Enlisted Quarters
 CPO Chief Petty Officer
 NA Not Applicable
 OWS Oil-Water Separator
 PWD Public Works Department
 SWMU Solid Waste Management Unit
 UST Underground Storage Tank

Table 4
Naval Activity Puerto Rico
Sale Parcel III FOST
Asbestos-Containing Material Inspection Results
Page 1 of 2

Facility #	Name	ACM Identified	Comments
27	GSK WAREHOUSE	Unknown	Scheduled, but data not in report
39	SEWAGE PUMPING STATION	N	
90	SWITCHGEAR SUBSTA 2/BLDG 90	NI	
96	POTABLE WATER STORAGE TANK	NI	
111	DOPE-THINNER WAREHOUSE	N	
232	TELEPHONE CABLE HUT	NI	
233	TELEPHONE CABLE HUT	N	
375	TOILET BY BEACH	NI	
394	TORPEDO SHOP/UNDERGROUND DEP	N	
396	GUARD SHELTER	N	
421	WATER STOR TANK-PT PUERCA	NI	
445	BEACH PAVILION	NI	
446-449	BEACH PAVILIONS	NI	
467	HOBBY SHOP(WOOD)	N	
480	FLAMMABLE LOCKER	NI	
483	BUS SHLTR EAST ON LANGLEY	N	
484	TENNIS COURT	NI	
496	BUS SHLTR FORESTAL (SUOPS)	N	
774	GENR AT TELEMETRY W/DF TNK	Y	No access to west half of bldg where previous report indicated ACM present.
775	SEPTIC TANK AT TELEMETRY	NI	
787	NAVSPECWARUNIT4 MAANTSHOP	N	
792	NSWU-4 VEH/BOATSHOP MAINT	N	
832	MISC STORAGE	N	
870	ASROC FACILITY	Y	
1684	SEA BREEZE CLUB	Y	
1685	CUSTOMS	Y	
1690	SEPTIC TANK	NI	
1713	BASEBALL FIELD	NI	
1714	BASKETBALL COURT BY MARINA	NI	
1715	FLEET REC PARK	N	
1725	BUS STOP SHELTER BY MARINA	N	
1730	MK-48 TORPEDO SHOP	N	
1742	SUBSTA I/INDUS.AREA BY B#90	NI	
1768	ANTENNA POLE SUPPTD/N DELI	NI	
1787	ZOONOSIS CONTROL	Y	
1788	PW SEA BEES SHOP/STGE	N	
1803	CONCRETE BOAT RAMP	NI	
1812	SEWAGE LIFT STATION/MARINA	N	
1915	NAVGTN'L AID TWR PT. PUERCA	NI	
1973	DRMO GEN WHSE	N	
1989	MARINA BOATHOUSE	NI	
1997	100 GPM DUPLEX PUMP LIFT STA	NI	
2007	ASSP MAINT SHOP(ATWTF)	Y	
2009	DRMO FLAMMABLE STORAGE	N	
2010	DRMO GENERAL WAREHOUSE	N	
2015	TORPEDO PAINT SHOP	N	

Table 4
Naval Activity Puerto Rico
Sale Parcel III FOST
Asbestos-Containing Material Inspection Results
Page 2 of 2

Facility #	Name	ACM Identified	Comments
2026-2032	BEACH PAVILIONS	NI	
2034	PEST CONTROL BUILDING	N	
2042	ACSS WAREHOUSE	NI	
2140	TRANSFORMER STA BY B#53	NI	
2205	BAND STAND BLDG @ E.M.BEACH	NI	
2231	GENR BY LIFT STA B39	NI	
2265	FINGER PIER BTW PIER 1&2	NI	
2267	MARINA PIERS	NI	
2279	MOE BLDG	Y	
2283	FUEL GAS STGE AT UDT	N	
2288	OPER HAZ/FLAMMABLE STORAGE	N	
2304	TELEMETRY BLDG	N	
2308	BUS SHELTER BY B#1205	N	
2312	HAZ WASTE STGE BY B#2042	NI	
2326	ACSS HAZ FLAMM STGE BY B-2042	NI	
2329	FLAGPOLE BY B#1685	NI	
2332	PRINTING PLANT	Unknown	Scheduled, but data not in report
2335	HAZ/FLAMM STGE	N	
2342	MOE OPN'L STGE BY B-394	Y	
2347	STGE BLDG BY B#1685	N	
2349	MOE FLAMM STGE BLDG B#2015	N	
3034	EM CLUB	N	
3090	OFFICERS LIVING ROOM	N	
3091	EMBARK WAREHOUSE	N	
3092	EMBARK WAREHOUSE	N	
3093	CBLANT WAREHOUSE	N	
3094	CBLANT WAREHOUSE	N	
3095	CENTRAL SUPPLY ROOM	N	
3096	CENTRAL SUPPLY ROOM	N	
3097	CENTRAL TOOL ROOM	N	
3098	CENTRAL TOOL ROOM	N	
3109	MLO STORAGE WAREHOUSE	N	
3118	SPECIAL SERVICE BLDG/LIBRARY	N	
3137	VEHICLE WASH RACK	NI	
3151	BERTHING HUT	N	
3164	PHYSICAL FITNESS CENTER	N	
3175	BOQ	N	
3176	BEQ 3B (CPO)	N	
3178	BEQ 3A	N	
3179	BEQ 2	N	
3188	ALFA CO MAINT BLDG	Y	

Notes: Y = Yes
N = No
NI = Not Inspected
Hazard = friable, accessible and damaged (FAD) asbestos-containing material (ACM)

Source: Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico

Exhibit F

SWMU 38 Concurrence Letter

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Criswell
US Navy
BRAC PMO SE
4130 Faber Place Drive
Suite 202
North Charleston, SC 29405

Re: Naval Activity Puerto Rico (NAPR), formerly Naval Station
Roosevelt Roads,
EPA I.D. Number PRD2170027203,

Dear Mr. Criswell:

The United States Environmental Protection Agency (EPA) Region 2 has received your letter of January 21, 2009 requesting EPA's concurrence that the Navy has satisfied all requirements in Section V, Paragraph 7 .C.5 of the 2007 RCRA Consent Order applicable to the portions of SWMU 38 (sanitary and storm water sewer system) within Sale Parcel III property.

As you are aware, pursuant to Section V, Paragraph 7.C.5 of the 2007 RCRA Consent Order, a corrective action complete determination, without controls, was made for SWMU 38, contingent on the Navy fully addressing any releases from SWMUs 4, 12, 13 and 14 that have impacted the sanitary and storm water sewer systems. Your letter of January 21, 2009 states that SWMUs 4, 12 and 14 are located wholly outside of the Sale Parcel III property, and that at SWMU 13, which is within the Sale Parcel III property, the Navy has recently completed the corrective measures required under the 2007 RCRA Consent Order, and expects to request a corrective action complete status for that SWMU.

Therefore, EPA will concur with the determination that the Navy has satisfied all requirements in Section V, Paragraph 7.C.5 of the 2007 RCRA Consent Order applicable to the portions of SWMU 38 (sanitary and storm water sewer system) within Sale Parcel III

property, subject to the Navy's submission of an acceptable final report documenting the completion of all required corrective measures at SWMU 13.

In addition, that determination is subject to the conditions of Section XXI (Reservation of Rights) of the 2007 RCRA Consent Order between EPA and the Navy.

If you have any questions on this, please telephone Mr. Tim Gordon of my staff at (212) 637-4167.

Sincerely yours,

Dale Carpenter, Chief
Resource Conservation and Special Projects Section
RCRA Programs Branch

cc: Ms. Wilmarie Rivera, P.R. Environmental Quality Board
Mr. Julio I. Rodriguez Colon, P.R. Environmental Quality Board
Mr. Mark Kimes, Baker Environmental
Mr. Felix Rodriguez, US Fish & Wildlife Service

bcc: Carl Soderberg, EPA-Caribbean Environmental Protection Division
Dale Carpenter, 2DEPP-RPB
Timothy Gordon, 2DEPP-RPB
RCRA File Room, 2DEPP-RPB

Exhibit G
CERFA Concurrence

**CERFA Identification of Uncontaminated Property
Former Naval Station Roosevelt Roads, Puerto Rico**

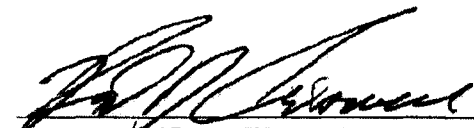
Accordingly, this CERFA Uncontaminated Property Report reflects final site categorizations that may differ from those presented in the Final ECP report.

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

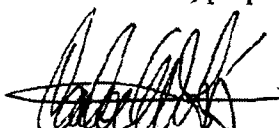


R. DAVID CRISWELL, P. E.
BRAC Environmental Coordinator

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 H

Asbestos-Containing Materials Acknowledgement Form

**ASBESTOS-CONTAINING MATERIALS
HAZARD DISCLOSURE AND ACKNOWLEDGMENT FORM
(NON-RESIDENTIAL STRUCTURES)**

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT CERTAIN BUILDINGS WITHIN THE SALE PARCEL III (FORRESTAL) TRANSFER AT THE FORMER NAVAL STATION ROOSEVELT ROADS HAVE ASBESTOS-CONTAINING MATERIALS. INDIVIDUALS (WORKERS) MAY SUFFER ADVERSE HEALTH EFFECTS AS A RESULT OF INHALATION EXPOSURE TO ASBESTOS. THESE ADVERSE HEALTH EFFECTS INCLUDE ASBESTOSIS (PULMONARY FIBROSIS) AND MESOTHELIOMAS (BENIGN OR MALIGNANT TUMORS).

ACKNOWLEDGEMENT

I acknowledge that:

- (1) I have read and understand the above-stated Asbestos Warning Statement.
- (2) I have received from the Government the following document(s): *Phase I/II Environmental Condition of Property Report, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico, the Final Asbestos Inspection Report for Naval Activity Puerto Rico, Ceiba, Puerto Rico, and the Finding of Suitability to Transfer, Sale Parcel III - Forrestal, Former Naval Station Roosevelt Roads, Ceiba, Puerto Rico* representing the best information available to the Government as to the presence of and condition of asbestos-containing-materials hazards in the building covered by this transfer (deed).
- (3) I understand that my failure to inspect or to become fully informed of 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.
- (4) I understand that, upon execution of this transfer (deed), I shall assume full responsibility for preventing future asbestos exposure by properly managing and maintaining or, as required by applicable federal, State, or local laws or regulations, for abating any asbestos hazard that may pose a risk to human health.

Transferee (or duly authorized agent)

Date

Exhibit I

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 III - Forrestal, 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 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 J

CERCLA Hazardous Substance Notice and Response Action Summary

Naval Activity Puerto Rico
Sale Parcel III FOST
CERCLA Hazardous Substance Notice/Response Action Summary
Page 1 of 4

The table below identifies those hazardous substances that it is known, based upon a complete search of agency files, were stored for one year or more in quantities greater than or equal to 1,000 kg (or greater than or equal to 1 kg if designated an acutely hazardous waste under 40 CFR Part 261.30) and/or were released or disposed of on the property to be transferred in quantities greater than or equal to their respective reportable quantities under 40 CFR 302.4. The information in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. Section 9620(h).

Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA HW No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken	
90	Substation 2	See SWMU 10	---	---	---	---	---	---	---	---	
832	Torpedo Shop	See AOC A	---	---	---	---	---	---	---	---	
		HWAA - see SWMUs 17 & 18	---	---	---	---	---	---	---	---	
1973	DRMO Non-Flammable HW Storage	See SWMU 17	---	---	---	---	---	---	---	---	
2009	DRMO Ignitable HW Storage	See SWMU 18	---	---	---	---	---	---	---	---	
2009A-D	DRMO Portable HW Storage Buildings	See SWMUs 17 & 18	---	---	---	---	---	---	---	---	
2279	Marine Ocean Engineering	HWAA - see SWMUs 17 & 18	---	---	---	---	---	---	---	---	
2335	Supply/CHRIMP	HWAA - see SWMUs 17 & 18	---	---	---	---	---	---	---	---	
AOC A	Torpedo Shop	Acetone	67641	2-Propanone	F003, U002	Unknown	1966-2004	Unknown	Unknown	---	
		Denatured Ethyl Alcohol	64175	---	D001	Unknown	1966-2004	Unknown	Unknown	---	
		Sodium Sulfide	1313844	---	D002	Unknown	1966-2004	Unknown	Unknown	---	
		Agentine (petroleum-based solvent)	---	---	D001	Unknown	1966-2004	Unknown	Unknown	---	
AOC B	Former Public Works Department Storage Area	Misc. Hazardous Materials and Hazardous Wastes (see SWMUs 17 & 18)	---	---	---	Unknown	1940s-1990s	Unknown	Unknown	---	
AOC C	Transformer Storage Area	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	?-1990s	Unknown	Unknown	---	
		Lead	7439921	---	D008	Unknown	?-1990s	Unknown	Unknown	---	
		Sulfuric Acid	7664939	---	D002	Unknown	?-1990s	Unknown	Unknown	---	
SWMU 10	Transformer Maintenance Area	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	1964-Present	< 3,000 gallons	1964-1979	Interim Measure - excavated 235 CY of soil in 1995.	
SWMU 13	Old Pest Control Shop	Pesticides	---	---	---	Unknown	1950s-1983	Unknown	1950s-1983	---	
		DDT	50293	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis[4-chloro-	U061	Unknown	Unknown	Unknown	Unknown	---	
		DDD	72548	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis[4-chloro-4,4'-DDD	---	Unknown	Unknown	Unknown	Unknown	---	
		DDE	72659	4,4'-DDE	---	Unknown	Unknown	Unknown	Unknown	---	
		Dieldrin	60571	see 40 CFR 302.4	---	Unknown	Unknown	Unknown	Unknown	---	
		Cupric Acetoarsenite	12002038	---	---	Unknown	Unknown	Unknown	Unknown	---	
		para-dichlorobenzene	106467	Benzene, 1,4-dichloro	U072	Unknown	Unknown	Unknown	Unknown	---	
		Chlordane	57749	Chlordane, alpha & gamma isomers Chlordane (Technical Mixture and Metabolites) 4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro- 2,3,3a,4,7,7a-hexahydro-	U036	Unknown	Unknown	Unknown	Unknown	Unknown	---
		Pentachlorophenol	87865	Phenol, pentachloro-	U242	Unknown	Unknown	Unknown	Unknown	Unknown	---

Naval Activity Puerto Rico
Sale Parcel III FOST
CERCLA Hazardous Substance Notice/Response Action Summary
Page 2 of 4

Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA HW No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken	
SWMU 17	DRMO HW Storage Facility (non-flammable wastes) - not on Subject Property, but received wastes from various port and/or fuel farm operations.	Malathion	121755	---	---	Unknown	Unknown	55 gallons	1976	---	
		Various non-flammable hazardous wastes	---	---	---	Capacity = 17,400 gals	1980-2004	Unknown	Unknown	---	
		Lead	7439921	---	D008	Unknown	1980-2004	Unknown	Unknown	---	
		Potassium Hydroxide	1310583	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Sodium Hydroxide	1310732	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Beryllium Dust	7440417	---	P015	Unknown	1980-2004	Unknown	Unknown	---	
		Lithium/Sulfur Dioxide Batteries	---	---	D003	Unknown	1980-2004	Unknown	Unknown	---	
		Nickel/Cadmium Batteries	---	---	D003, D006	Unknown	1980-2004	Unknown	Unknown	---	
		Mercury Batteries	---	---	D009	Unknown	1980-2004	Unknown	Unknown	---	
		Mercury Batteries in Acetic Acid	---	---	D002, D009	Unknown	1980-2004	Unknown	Unknown	---	
		Aid to Navigation (AtoN) Batteries	---	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Alkaline Batteries	---	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Lead/Acid Batteries	---	---	D002, D008	Unknown	1980-2004	Unknown	Unknown	---	
		Lead/Acid Batteries (Drained)	---	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Battery Electrolyte	---	---	D002, D008	Unknown	1980-2004	Unknown	Unknown	---	
		Acetic Acid	64197	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Chromic Acid (Alodine)	7738945	---	D002, D007	Unknown	1980-2004	Unknown	Unknown	---	
		Hydrochloric Acid	7647010	Hydrogen Chloride	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Sulfuric Acid	7664939	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Ammonium Hydroxide	1336216	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Cleaning Compound (TURCO)	---	---	D002	Unknown	1980-2004	Unknown	Unknown	---	
		Mercury	7439976	---	U151, D009	Unknown	1980-2004	Unknown	Unknown	---	
		Blasting Booth Dust	---	---	D007, D008	Unknown	1980-2004	Unknown	Unknown	---	
		Decontaminating Agent, STB (Super Tropical Bleach)	---	---	D003	Unknown	1980-2004	Unknown	Unknown	---	
		Chlordane	57749	Chlordane, alpha & gamma isomers Chlordane (Technical Mixture and Metabolites) 4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro- 2,3,3a,4,7,7a-tetrahydro-	---	U036	Unknown	1980-2004	Unknown	Unknown	---
		Photographic Developer	---	---	---	D002, D011	Unknown	1980-2004	Unknown	Unknown	---
		Photographic Fixer	---	---	---	D002, D011	Unknown	1980-2004	Unknown	Unknown	---
		Photographic Hardener	---	---	---	D011	Unknown	1980-2004	Unknown	Unknown	---
		Photographic Stabilizer	---	---	---	D011	Unknown	1980-2004	Unknown	Unknown	---
		Photographic Starter	---	---	---	D011	Unknown	1980-2004	Unknown	Unknown	---
		Photographic Replenisher	---	---	---	D002, D011	Unknown	1980-2004	Unknown	Unknown	---
		Photo Auto Reversal Chemical	---	---	---	D011	Unknown	1980-2004	Unknown	Unknown	---
Hypo-Solution: Ammonium Thiosulfate	7763188	---	---	D011	Unknown	1980-2004	Unknown	Unknown	---		
Hypo-Solution: Sodium Thiosulfate	7772987	---	---	D011	Unknown	1980-2004	Unknown	Unknown	---		
Methylene Chloride	75092	Dichloromethane	---	F001, F002, U080	Unknown	1980-2004	Unknown	Unknown	---		

Naval Activity Puerto Rico
Sole Parcel III FOST
CERCLA Hazardous Substance Notice/Response Action Summary
Page 3 of 4

Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA HW No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
		Perchloroethylene	127184	Ethene, tetrachloro Tetrachloroethene Tetrachloroethylene	F001, F002, U210	Unknown	1980-2004	Unknown	Unknown	--
		1,1,1-Trichloroethane	71556	Ethane, 1,1,1-trichloro Methyl Chloroform	F001, F002, U226	Unknown	1980-2004	Unknown	Unknown	--
		Trichloroethylene	79016	Trichloroethene Ethene, trichloro	F001, F002, U228	Unknown	1980-2004	Unknown	Unknown	--
		Trichlorofluoromethane	75694	Trichloromonofluoro- methane	F002, U121	Unknown	1980-2004	Unknown	Unknown	--
		Trichlorotrifluoroethane	76131	--	F002	Unknown	1980-2004	Unknown	Unknown	--
		Chlorinated Fluorocarbons	--	--	F001	Unknown	1980-2004	Unknown	Unknown	--
		1,1,2-Trichloroethane	79005	Ethane, 1,1,2-trichloro	F002, U227	Unknown	1980-2004	Unknown	Unknown	--
		Paint Removers	--	--	D002, F002	Unknown	1980-2004	Unknown	Unknown	--
		Carbon Remover	--	--	F002	Unknown	1980-2004	Unknown	Unknown	--
		Miscellaneous Waste Acids	--	--	D002	Unknown	1980-2004	Unknown	Unknown	--
		Miscellaneous Waste Caustics	--	--	D002	Unknown	1980-2004	Unknown	Unknown	--
		Miscellaneous Waste Reactives	--	--	D003	Unknown	1980-2004	Unknown	Unknown	--
		Misc. Halogenated Solvents (mixed waste w/ > 10% before use)	--	--	F001, F002	Unknown	1980-2004	Unknown	Unknown	--
		Misc. Halogenated Solvents (mixed waste w/ < 10% before use)	--	--	F001, F002	Unknown	1980-2004	Unknown	Unknown	--
		Magnesium Batteries	--	--	D003	Unknown	1980-2004	Unknown	Unknown	--
		Freon-Contaminated Hydraulic Fluid	--	--	F002	Unknown	1980-2004	Unknown	Unknown	--
SWMU 18	DRMO Ignitable Storage Facility - not on Subject Property, but received wastes from various port or fuel farm operations.	Various ignitable hazardous wastes	--	--	--	Capacity = 2,600 gals	1980-2004	Unknown	Unknown	--
		Gasoline (unleaded)	8006619	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Petroleum Fuels (leaded)	8006619	--	D001, D008	Unknown	1980-2004	Unknown	Unknown	--
		Jet Fuel (JP-4 or JP-5)	8008206	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Kerosene (contaminated)	8008206	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Adhesives	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Calibration Fluid	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Cleaning Compound (Mineral Spirits)	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Isopropyl Alcohol	67630	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Sealing Compound	--	--	D001, F003	Unknown	1980-2004	Unknown	Unknown	--
		Icing Inhibitor	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Inspection Penetrant	--	--	D001, F003	Unknown	1980-2004	Unknown	Unknown	--
		Denatured Alcohol	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Duplicating Fluid	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Waste Paints	--	--	D001	Unknown	1980-2004	Unknown	Unknown	--
		Painting Wastes	--	--	D001, D002, D007, D008, F002, F003, F005	Unknown	1980-2004	Unknown	Unknown	--
		Malathion (with carrier solvent)	121755	--	D001	Unknown	1980-2004	Unknown	Unknown	--

Naval Activity Puerto Rico
 Sale Parcel III FOST
 CERCLA Hazardous Substance Notice/Response Action Summary
 Page 4 of 4

Bldg or Facility ID	Description	Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA HW No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
		Photographic Toners	---	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Corrosion Inhibitor	---	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Naphtha	8030306	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Acetone	67641	2-Propanone	F003, U002	Unknown	1980-2004	Unknown	Unknown	---
		Ethyl Ether	60297	Ethane, 1,1'-oxybis-	F003, U117	Unknown	1980-2004	Unknown	Unknown	---
		Isobutanol	78831	1-Propanol, 2-methyl-	F005, U140	Unknown	1980-2004	Unknown	Unknown	---
		Methanol	67561	Methyl Alcohol	F003, U154	Unknown	1980-2004	Unknown	Unknown	---
		Methyl Ethyl Ketone	78933	2-Butanone, MEK	U159	Unknown	1980-2004	Unknown	Unknown	---
		Toluene	108883	Benzene, methyl	F005, U220	Unknown	1980-2004	Unknown	Unknown	---
		Xylene	1330207	Benzene, dimethyl Xylene (mixed) Xylene (isomers and mixture)	F003, U239	Unknown	1980-2004	Unknown	Unknown	---
		MEK and Paint	---	---	F005, D007, D008	Unknown	1980-2004	Unknown	Unknown	---
		Dye Penetrant	---	---	D001, F001, F002	Unknown	1980-2004	Unknown	Unknown	---
		Dry Cleaning Solvent (PD-680-I)	64742887	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Stoddard Solvent	8052413	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Inspection Penetrant	---	---	D001, F002	Unknown	1980-2004	Unknown	Unknown	---
		Petroleum Lubricant	---	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Aerosol Cans (partially full)	---	---	D001, F001, F002, F003, F005	Unknown	1980-2004	Unknown	Unknown	---
		Miscellaneous Waste Ignitables	---	---	D001	Unknown	1980-2004	Unknown	Unknown	---
		Misc. Non-Halogenated Solvents	---	---	F003, F005	Unknown	1980-2004	Unknown	Unknown	---
		Misc. Petroleum, Oils & Lubricants (POLs) potentially contaminated with ignitable wastes or F-list solvents	---	---	D001, F001, F002, F003, F005	Unknown	1980-2004	Unknown	Unknown	---
		Grease contaminated with Oils	---	---	D001, D007, D008	Unknown	1980-2004	Unknown	Unknown	---
SWMU 25	Past DRMO HW Storage	See SWMUs 17 & 18	---	---	---	Unknown	Pre-1980	Unknown	Unknown	---
SWMU 30	Former Incinerator Area	Waste solvents	---	---	---	Unknown	1973-1983	Unknown	Unknown	---
SWMU 39	Spent Battery Storage Bldg	Lead	7439921	---	D008	Unknown	Unknown	Unknown	Unknown	---
		Sulfuric Acid	7664939	---	D002	Unknown	Unknown	Unknown	Unknown	---
SWMU 46	Pole Storage Yard	Polychlorinated Biphenyls	1336363	Aroclors; PCBs	---	Unknown	Unknown	Unknown	Unknown	---
		HWAA - see SWMUs 17 & 10	---	---	---	Unknown	1990s	Unknown	Unknown	---
SWMU 53	Malana Control Building	Malathion	121755	---	---	Unknown	1942-1980	Unknown	Unknown	---
		Aldrin	309002	1,4,5,8-Dimethanonaphthalene 1,2,3,4,10,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-, (1alpha,4alpha,4abeta,5alpha,8alpha,8abeta)-	P004	Unknown	1942-1980	Unknown	Unknown	---
		DDT	50293	Benzene, 1,1'-(2,2,2-trichloroethylene)bis(4-chloro-	U061	Unknown	Unknown	Unknown	Unknown	---

Exhibit K
Response to Comments



COMMONWEALTH OF PUERTO RICO
Office of the Governor
Environmental Quality Board

Environmental Emergencies Response Area

January 8, 2009

Mr. David Criswell
U.S. Navy
BRAC PMO SE
U.S. Environmental Protection Agency
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

**Re: Draft Finding of Suitability to Transfer (FOST) Sale Parcel III – Forrestal,
Naval Activity Puerto Rico, Ceiba, Puerto Rico**

Dear Mr. Criswell:

The Puerto Rico Environmental Quality Board (PREQB) has completed its review of the Draft Finding of Suitability to Transfer (FOST) Sale Parcel III – Forrestal, Naval Activity Puerto Rico, dated December 2008. PREQB has the following comment on the Draft FOST:

- Please include PREQB in the last sentence of Section 5.0-E: Land and Groundwater Restriction (page 10)

If you have any questions or comments about our review, please contact me at (787) 767-8181, extension 6141

Cordially,


Wilmarie Rivera Otero
Federal Facilities Coordinator

cc: Timothy Gordon, RPA

Cruz A. Matos Environmental Agencies Bldg., San José Industrial Park Urbanization
1375 Ponce de León Ave., San Juan, PR 00926-2004
PO Box 11488, San Juan, PR 00910
Tel. 787-767-8181 • Fax 787-768-0150

Navy Response: "...with concurrence by Puerto Rico EQB" has been added to the end of the sentence.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. David Criswell,
BRAC Program Management Office
US Navy
BRAC PMO SE
4130 Faber Place Drive
Suite 202
North Charleston, SC 29405

Re: Naval Activity Puerto Rico (NAPR), formerly Naval Station Roosevelt Roads,
EPA I.D. Number PRD2170027203,

Draft Finding of Suitability to Transfer (FOST) Sale Parcel III – Forrestal

Dear Mr. Criswell:

The United States Environmental Protection Agency (EPA) has completed its review of the December 2008 Draft Finding of Suitability to Transfer (FOST) Sale Parcel III – Forrestal, transmitted by Mr. Rob Simcik's (of your contractor TetraTech) letter of December 22, 2008. EPA has the following comments on the Draft FOST:

1. The vicinity map in Exhibit B of the Draft FOST shows SWMU 77, the Small Arms Range, as part of Sale Parcel III Lease Areas. That is not consistent with EPA's understanding of the expected future usage of the SWMU 77 site. Under the January 2007 RCRA Consent Order, as described in Section VIII (Work to be Performed) Paragraph 25.1) of that Order, it was envisioned that the area comprising SWMU 77 was to be transferred to the Federal Department of Homeland Security (DHS) for continued usage as a small arms training range. Based on DHS' continued usage of the SWMU 77 area as a small arms training range, the Consent Order delayed submission of an RFI work plan until 90 days following DHS' cessation of usage of the area of SWMU 77 as a small arms training range. If it is now anticipated that DHS will not acquire the SWMU 77 site, the FOST must clearly state that. In addition, the provisions of the Consent Order allowing delayed submission of the RFI work plan until 90 days following DHS' cessation of usage of the area as a small arms training range should no longer be applicable, and the draft Phase I RFI work plan should be submitted within 90 calendar days of your receipt of this letter.

Navy Response: DHS has decided not to accept the Small Arms Range. The FOST has been edited to clearly state this as described in the response to Comment 2 below. The Navy acknowledges its obligation to submit a work plan for a Phase I RFI within 90 days of the receipt of the comments letter.

2. The last two sentences of paragraph 3 of Section 2.0 of the Draft FOST (on page 2 of the FOST) must be modified to either be consistent with Section VIII (Work to be Performed) Paragraph 25.I) of the 2007 Consent Order, or be modified to clearly reflect the change in planned usage of the SWMU 77 site, as discussed in comment 1 above.

Navy Response: The end of Paragraph 3 has been changed to read as follows -

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, including SWMU 77 (Small Arms Range) which the Navy originally intended to transfer to the Department of Homeland Security (DHS) for continued use as a small arms range. DHS has decided not to accept the range, so it will now become part of Sale Parcel III. Under the terms of Section VIII (Work to be Performed), Paragraph 25.I (Contingent Investigation and Corrective Action Requirements for SWMU 77), the Navy must now submit to EPA for review and approval a work plan for a Phase I RFI to determine whether releases of hazardous waste or solid waste and/or hazardous constituents are present at SWMU 77. Upon successful completion of all necessary remedial actions by the Navy, the leased property will be transferred to the new owner of Sale Parcel III.

3. To be consistent with Section 2.0 Description of Property (on page 1 of the Draft FOST), please modify the second sentence of the last paragraph of Section 4.0 A Hazardous Substance Contamination (on page 4 of the draft FOST) to also list SWMUs 77 and 78, or otherwise modify these two Sections to be consistent with one another.

Navy Response: The intent of this paragraph was to note which SWMUs shown on the Exhibit C sub-parcel maps were carved out of the Subject Property. The text regarding SWMUs 77 and 78 (which are not on the maps) has been clarified as follows.

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 for AOC F and SWMUs 3, 9, 11/45, 57 (ECP 3), 59 (ECP 5), 60 (ECP 6), 67 (ECP 13), 70 (ECP 16) and 74 (ECP 20). SWMUs 77 (ECP 23) and 78 were also carved out of the Subject Property, but are not shown on the maps in Exhibit C because the parcel map for SWMU 77 did not overlap with other SWMUs (and was therefore not included), and there is no parcel map for SWMU 78, a transformer storage pad discovered subsequent to the ECP Report and the signing of the Consent Order.

4. Please add a statement to the first paragraph of Section F, Environmental Compliance Agreements/Permits/Orders (on page 11 of the Draft FOST) indicating that "It should be noted that, as discussed in Section 2.0, the Subject Property does not include 12 SWMUs, that are either wholly or partially surrounded by Sale Parcel III, where corrective action investigation and/or remediation requirements are not yet completed."

Navy Response: The requested statement has been added to the end of the paragraph.

5. Please modify the next to the last sentence of the last paragraph of Section F, Environmental Compliance Agreements/Permits/Orders (on page 12 of the Draft FOST) to read "RCRA investigations conducted at NSRR, specifically at SWMU 38 and AOC D, evaluated **whether** suspected historical releases of hazardous substances to storm water ditches, outfalls **on the Subject Property**, and associated sediments **may have resulted in potentially significant impacts to human health and/or the environment.**" (note - changes shown in bold)

Navy Response: The requested edits have been made to the sentence.

Please modify the Draft FOST for Sale Parcel III to address the above comments. If you have any questions, please telephone me at (212) 637- 4167.

Sincerely yours,

Timothy R. Gordon
Remedial Project Manager,
Resource Conservation and Special Projects Section
RCRA Programs Branch

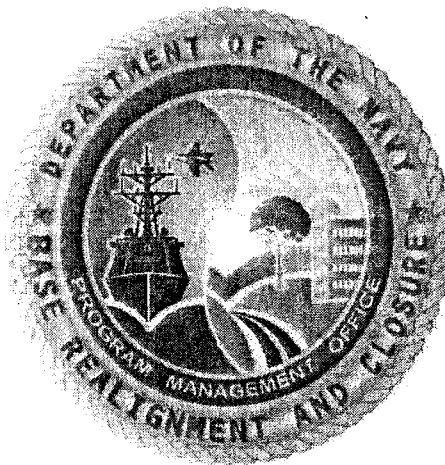
cc: Ms. Wilmarie Rivera, P.R. Environmental Quality Board.
Mr. Mark Kimes, Baker Environmental
Mr. Felix Lopez, USF&WS

bcc: Carl Soderberg, Caribbean Environmental Protection Division
Carl Howard, 2ORC
Dale Carpenter, 2DEPP-RPB
Timothy Gordon, 2DEPP-RPB
RCRA File Room, 2DEPP-RPB

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

SALE PARCEL III - FORRESTAL

**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**

December 2011

**FINDING OF SUITABILITY TO TRANSFER (Addendum)
SALE PARCEL III - FORRESTAL
NAVAL ACTIVITY PUERTO RICO**

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**FINDING OF SUITABILITY TO TRANSFER (Addendum)
SALE PARCEL III - FORRESTAL
NAVAL ACTIVITY PUERTO RICO**

1.0 REVISIONS

This document serves as an addendum to the *Finding of Suitability to Transfer, Sale Parcel III – Forrestal, Naval Activity Puerto Rico* dated 02 February 2009. This document is being revised based on the recent completion and review of environmental restoration documentation for solid waste management units (SWMU) and areas of concern (AOC) located on the subject property. The affected SWMUs and AOCs include SWMU 13, the Old Pest Control Shop (Bldg. 258); SWMU 17, the DRMO Non-Flammable Storage (Bldg. 1973); SWMU 18, the DRMO Ignitable Hazardous Waste Storage (Bldg. 2009); SWMU 25, DRMO Storage Yard; SWMU 30, Former Incinerator Area (near SWMU 3); SWMU 53, Malaria Control Building (Bldg. 64); and AOC A, the Torpedo Shop.


The following revisions should be made to the FOST in **Section 5.0(E) Land and Groundwater Restrictions** of this document:

- SWMU 13: Based on completion of Corrective Measure Implementation and Approval of the Statement of Basis, remove the Groundwater Use and Well Installation Restriction.
- SWMUs 17, 18 and 25: Based on a review of the *Closure Certification Report Building 1973 (2005)* and the *Site-Specific Human Health Risk Assessment, Buildings 2009, 2009A, 2009B, 2009C, and 2009D Area (2007)* add a Non-Residential Use Only restriction for all three SWMUs.
- SWMU 30: Add a Non-Residential Use Only restriction (Groundwater Use and Well Installation Restriction is already in place).
- SWMU 53: Based on completion of Corrective Measure Implementation and Approval of the Statement of Basis, remove the Non-Residential Use Only restriction.
- AOC A: Based on a review of the *Final Phase I RCRA Facility Investigation Report AOC A (2007)* add a Non-Residential Use Only restriction for the interior of the Torpedo Shop Building. This restriction shall remain in place until the interior of the Torpedo Shop is further remediated or the structure is demolished and disposed of properly.

2.0 SUITABILITY DETERMINATION

NOW THEREFORE, based on my review of the information contained in this FOST, the notices discussed herein, and the restrictions and covenants that will be contained in the deed, the Subject Property is suitable for transfer.

1 DEC 2011
Date



JAMES E. ANDERSON
Director
BRAC Program Management Office Southeast
North Charleston, South Carolina

Exhibit "E"

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

Substance Name	CAS Registry Number	40 CFR 302.4 Regulatory Synonyms	RCRA HW No.	Quantity Stored	Date of Storage	Quantity Released	Date of Release	Response Actions Taken
Pesticides	---	---	---	Unknown	1950s-1983	Unknown	1950s-1983	---
DDT	50293	Benzene, 1,1'-(2,2,2-trichloroethylidene)bi	U061	Unknown	Unknown	Unknown	Unknown	---
DDD	72548	Benzene, 1,1'-(2,2-dichloroethylidene)bi	---	Unknown	Unknown	Unknown	Unknown	---
DDE	72559	4,4'-DDE		Unknown	Unknown	Unknown	Unknown	---
Dieldrin	60571	see 40 CFR 302.4		Unknown	Unknown	Unknown	Unknown	---
Cupric Acetoarsenite	12002038	---	---	Unknown	Unknown	Unknown	Unknown	---
para-dichlorobenzene	106467	Benzene, 1,4-dichloro 1,4-Dichlorobene	U072	Unknown	Unknown	Unknown	Unknown	---
Chlordane	57749	Chlordane, alpha & gamma isomers	U036	Unknown	Unknown	Unknown	Unknown	---
Pentachlorophenol	87865	Phenol, pentachloro Malathion	U242	Unknown	Unknown	Unknown	Unknown	---
Malathion	121755	--	--	Unknown	Unknown	55 gallons	1976	--

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Exhibit "F"

ANNUAL LAND USE CONTROL (LUC) COMPLIANCE CERTIFICATION FORM

1
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5

LAND USE CONTROL (LUC) INSPECTION FORM
CALENDAR YEAR _____

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SWMU/ AOC	SWMU NAME	Restricted Media				Inspection Frequency	A check mark indicates the LUC has been complied with. "N" means a LUC has not been complied with. Shading indicates LUC not required											
		Groundwater	Soil	Sediment	Building Interior		Groundwater Not Being Used	Monitoring Wells Not Disturbed	Land Not Being Used for Residential Use	Soils Not Removed from Site	Sediment Not Disturbed	Surface Soils Not Disturbed	Subsurface Soils Not Disturbed	Adjacent Wetlands Not Disturbed	Concrete Cap Not Disturbed	Site Access Restrictions in Place	Remarks	
SWMU 13	Bldg 258 - Former Pest Control Area		●			Annual												CAC w controls

5
6

Notes:

AOC - Area of Concern

CAC - Corrective Action Complete

SWMU - Solid Waste Management Unit

w - with
● - Media is
restricted

1- Site under investigation. Restricted media and land uses will be determined at the conclusion of the investigation.

Corrective Action Complete with controls

I, the undersigned, hereby certify that I am an authorized representative of the property owner and that the above described land use controls have been complied with for the period noted. Any known deficiencies and completed or planned actions to address such deficiencies are described in the attached explanation of deficiency(ies).

Signature: _____

Date: _____

Print Name: _____

Phone
Number: _____

Mail Original Form to the Navy at the following address, not later than February 1 of each year:

Navy BRAC PMO SE
Attn: Base Closure Manager
4130 Faber Place Drive, Suite 202
North Charleston, SC 29405

1
2
3

EXHIBIT "G"

DEPARTMENT OF DEFENSE INSTRUCTION 4165.72



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.

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))”;

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

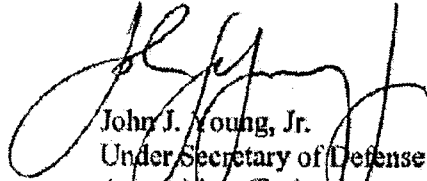
This Instruction is effective immediately.

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) ¹	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. ²	E2.2.2. ²	
E2.1.5.	E2.2.3.	
	E2.1.5.	
	After all response actions have been taken:	
	E2.2.1. ²	
	E2.2.4. ²	

¹ But excluding those properties subject to deferral under paragraph 120(h)(3)(C).

² 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.